



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
May 31, 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, May 31, 2018.

**CLOSED SESSION - 2:00 p.m.**

**WORK SESSION**

3:30 p.m. - 2018-19 City Manager's Recommended Budget: Operating Budget and Fee Schedule Changes

[Budget Staff Report](#)

[Goal Summaries Combined](#)

[Proposed Park City Fee Schedule Changes FY 2018-19](#)

4:30 p.m. - Break

4:45 p.m. - Social Equity Discussion (In Back of Council Room)

[Social Equity Staff Report](#)

[Social Equity RFP](#)

**REGULAR MEETING - 6:00 p.m.**

**I. ROLL CALL**

**II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

Council Questions and Comments

Staff Communications Reports

1. Presentation of 2017 Historic Preservation Awards to the Historic Egyptian Theater at 328 Main Street for its Embodiment of Historical Context and Sustainable Preservation; the Historic King Con Counterweight for its Embodiment of Historical Context; Historic Barton & Phillips Building at 438 Main Street for its Embodiment of Historical Context; Historic Utah Independent Telephone Company Building at 447 Main Street for Adaptive Reuse; and Historic Bogan Boarding House at 221 Main Street for Adaptive Reuse  
[Historic Preservation Award Staff Report](#)

2. 2018 Winter Parking Data Summary  
[2018 Winter Parking Data Summary](#)
3. Mental Health Update  
[Annual Mental Health Report](#)
4. Certificate of Achievement for Excellence in Financial Reporting (CAFR) Award Announcement  
[GFOA Staff Report](#)  
[GFOA Certificate of Achievement for FY2017](#)  
[AFRA Certificate](#)
5. WaterSmart - Spanish Language Support  
[Spanish Language Customer Portal Report](#)
6. Acoustic Leak Survey Report  
[Acoustic Leak Survey Report](#)
7. Emergency Contract for Health and Safety Issues at 2015 Prospector Avenue Affordable Housing  
[Emergency Contract for Affordable Housing Staff Report](#)

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

### **IV. CONSENT AGENDA**

1. Request to Authorize the City Manager to Enter into a Professional Services Agreement in a Form Approved by the City Attorney with Zions Bank for Banking Services  
[Banking Services Staff Report](#)  
[Zions Service Provider Agreement](#)
2. Request to Amend the Construction Budget Associated with the Woodside Park Phase 1 Affordable Housing Project in an Amount Not to Exceed \$105,000  
[Woodside Phase I Amended Budget Staff Report](#)  
[Adjustment or Waiver of Construction, Development, or Impact Fees Policy](#)
3. Request to Approve Resolution 12-2018, a Resolution Authorizing Certain Individuals in the Organization to Make Changes to the Utah Public Treasurers' Investment Fund (PTIF) Accounts  
[PTIF Resolution Staff Report](#)  
[PTIF Entity Resolution](#)
4. Request to Authorize the City Manager to Execute a Design Professional Services Agreement, in a Form Approved by the City Attorney, with Van Boerum & Frank Associates, Inc., for 3Kings Water Treatment Facility Energy Modeling Engineering Services in an Amount Not to Exceed \$44,174.00

5. Request to Approve Deer Valley Drive/SR-224 Pedestrian & Bicycle Improvement Project  
[Pedestrian & Bicycle Improvement Project Staff Report](#)  
[Exhibit A: Preferred Alternative](#)  
[Exhibit B: Deer Valley Drive Survey Results](#)  
[Exhibit C](#)

## **V. OLD BUSINESS**

1. Park City Golf Maintenance Building – Project Schematic Design  
(A) Public Input  
[Park City Golf Maintenance Building Schematic Design Staff Report](#)
2. Consideration to Approve Ordinance 2018-24, an Ordinance Amending the Land Management Code of Park City, Utah, Chapter 15-4-12, 15-7.1-3, 15-7.1-6, 15-12-15, 15-15-1 to Replace the Term Record of Survey with Condominium; Chapter 15-10-5 and 15-11-3 to Update the Board of Adjustment and Historic Preservation Board Voting Language; and Chapter 15-15-1 to Update the Definition of Floor Area  
(A) Public Hearing (B) Action  
[Staff Report and Ordinance](#)

## **VI. NEW BUSINESS**

1. Proposed Budget for Fiscal Year 2018-2019 for Park City Municipal Corporation and its related agencies  
(A) Public Hearing (B) Continue to June 7, 2018
2. Consideration to Approve Ordinance No. 2018-25, an Ordinance Approving the Gardner Parcel- First Amended Plat Amendment, Located at 943-945 Norfolk Avenue, Park City, Utah  
(A) Public Hearing (B) Action  
[943-945 Norfolk Avenue Staff Report](#)  
[PI-17-03686 945 Norfolk Ave- CC Exhibits 5.31.18.pdf](#)
3. Consideration to Approve Ordinance No. 2018-26, an Ordinance Approving the Anderson Plat Amendment, Located at 1203 Park Avenue, Park City, Utah  
(A) Public Hearing (B) Action  
[1203 Park Avenue Staff Report](#)  
[1203 Park Avenue Exhibits](#)
4. Consideration to Approve Ordinance No. 2018-27, an Ordinance Amending the Land Management Code (LMC) to Address Solar Energy Systems in the Historic Districts (H-Zoning Districts) by Amending LMC 15-1-2 Statement of Purpose, LMC 15-5-5 Architectural Design Guidelines, and 15-15 Defined Terms and Specifically the Lot and Site Requirements and Building Height Sections for LMC 15-2.1-3, 15-2.1.5, 15-2.2-3, 15-2.2-5, 15-2.3-4, 15-2.3-6, 15-2.4-4, 15-2.4-7, 15-2.5-3, 15-2.5-5, and 15-2.6-5

(A) Public Hearing (B) Action  
[Solar LMC Amendments Staff Report and Ordinance](#)

5. Consideration to Authorize the City Manager to Enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and Emily Herr for Public Art for China Bridge in a Form Approved by the City Attorney Not to Exceed \$40,000  
(A) Public Input (B) Action  
[China Bridge Public Art Staff Report](#)  
[Exhibit A Emily Herr Proposal.pdf](#)
6. Consideration to Adopt Ordinance 2018-28, an Ordinance Amending Municipal Code (I) Title 5 GRAMA; (II) Title 3 Ethics; (III) Title 2, Chapter 3, City Council Procedure; and (IV) Title 2, Chapter 4, City Administration  
[Municipal Code Amendments Staff Report](#)  
[EXHIBIT A Title 5 Government Records and Access Management Act](#)  
[Exhibit B Title 3 Ethics](#)  
[Exhibit C Title 2 Administration](#)

## **VII. ADJOURNMENT**

## **VIII. PARK CITY WATER SERVICE DISTRICT MEETING**

## **IX. ROLL CALL**

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

## **XI. NEW BUSINESS**

1. Consideration of the Mountain Top Subdivision Emergency Water Agreement  
(A) Public Input (B) Action  
[Mountain Top Subdivision Water Agreement Staff Report](#)  
[May 15, 2018 Temporary Letter of Understanding](#)  
[Map of Mountain Top Subdivision](#)

## **XII. 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](http://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: May 31, 2018

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: WORK SESSION

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### **Subject:**

3:30 p.m. - 2018-19 City Manager's Recommended Budget: Operating Budget and Fee Schedule Changes

### **Suggested Action:**

### **Attachments:**

[Budget Staff Report](#)

[Goal Summaries Combined](#)

[Proposed Park City Fee Schedule Changes FY 2018-19](#)



## City Council Staff Report

**Subject:** City Manager's Recommended Budget  
**Authors:** Jed Briggs & Todd Anderson  
**Department:** Budget, Debt, & Grants  
**Date:** May 31, 2018  
**Type of Item:** Informational/Legislative

**Executive Summary:** Staff recommends a number of changes to the fee schedule and current operating budget. Direction from City Council should be given on these recommendations so that the fee schedule can be adopted on June 7 as well as the Budget on June 21.

### **Background:**

#### **Acronyms**

BFO – Budgeting for Outcomes

FY- Fiscal Year

FIAR - Financial Impact Assessment Report

LOS – Level of Service

### **Background:**

The City Manager's Recommended Budget is constructed drawing upon Council input and direction received during the Council Retreat in March, as well as Council input received during work sessions and study sessions throughout the year. The expenditure budget is determined by looking at revenues, which the Budget Dept assesses in the Financial Impact Assessment Report (FIAR), a projection of the City's expenditures and revenues over the next ten years.

The timelines and process for the budget hearings is detailed below:

April 30 - Staff delivered the [City Manager's Recommended](#) Budget (Tentative or Proposed Budget) to City Council. Discussion/action is slated for these dates as follows, barring changes as needed:

May 3 – [Presentation and adoption of the Tentative Budget](#), Budget Overview & Timeline, Update of Financial Impact Assessment Report (FIAR), Benefits (pay plan & health insurance) as well as CIP & RDA budgets. Presentation and adoption of the Tentative Budget.

May 17 – [Capital Expenditures](#) – 5-year CIP & RDA budgets

May 31 – Operating Expenditures and Fee Changes

June 7 – City Fee Resolution, Council Compensation, Budget Policies, Special Service Contracts and Outstanding Budget Issues

June 21 – Presentation & Adoption of Final Budget (if no property tax increase – staff is not recommending a property tax increase), Adoption of Provisional Budget (if property tax will be increased)

### **Analysis:**

The City employs a Budgeting for Outcomes (BFO) process that focuses on Council priorities and objectives as the driving factor for determining the annual budget. By creating Priorities and Desired Outcomes within Council goals and then receiving offers from City departments, the City can make better-informed decisions regarding the prioritization and cost of City services and programs. Below you'll find the recommendations made by the Results Team to the City Manager through the community priorities and desired outcomes.

- For more information on the BFO process [click here](#) p. 4
- For more information on major operating increases [click here](#) p. 43
- For more information on budget request and recommendations within BFO programs [click here](#) p. 3

### **Priorities & Desired Outcomes with Budget Recommendations:**

#### **Thriving Mountain Town**

##### **Critical Priority**

- Transportation: Congestion Reduction, Local & Regional
  - \$925k total for 14 Bus Driver IIs, 1 Bus Driver IV, 1 Transit Shift Supervisor, miscellaneous contract services (\$131k), other materials/supplies.
  - \$809k total for Lead Parking Enforcement Officer, reclass of Parking Supervisor, parking technology subscription (\$400k), other materials/supplies.
  - Transportation Planning TBD

##### **Desired Outcomes**

- Wide Variety of Exceptional Recreation
  - \$74.5k for web-based registration software for Recreation, and a reclass of part-time Building II position to FTR.
  - \$2,989 increase for Tennis materials/supplies.

#### **Engaged & Effective Government and Involved Citizenry**

##### **Top Priority**

- Community Engagement
  - \$66k for reclass of Digital Communications Coordinator, and the following one-time requests: website redesign, new laptop & cellphone for Digital Communications Coordinator, Treasure Hill Communications Consultant, and Treasure Hill pamphlet marketing.

##### **Desired Outcomes**

- Fiscally and Legally Sound (Essential)
  - \$4.8k for a reclass of Paralegal to Legal Analyst.
  - Reclass of Accounting Manager, and \$2,250 for bank fees.
  - \$28k to increase the Self Insurance line item to match the existing quote.
- Well-maintained Assets and Infrastructure (Essential)
  - \$73k for 1 Building Maintenance III contract position (succession planning),

- increase in special events/cleaning funding, cleaning contract
- \$35k for IT software license costs (closed captioning for City Council, data storage, ESA email filtering, HelpDesk management software, etc.)

## **Preserving and Enhancing the Natural Environment**

### **Desired Outcomes**

- High Quality and Sustainable Water (Essential)
  - \$493k for a Water Quality Scientist, Water Treatment Operator, Mountain Regional charges, bank fees, and 5% annual increase in program costs, utility increases across the board.

## **Inclusive & Healthy Community**

### **Desired Outcomes**

- Safe Community (Essential)
  - \$101k for a reclass of two Police Officers to Senior Police Officer, equipment, increased investigations funding, and an increase in part-time non-benefitted seasonal positions and overtime budget.
- Distinctive Sense of Place
  - \$194k for a reclass of part-time Office Assistant to FTR in the Building Dept., Associate Building Inspector including vehicle, and materials/supplies.
- Protected and Celebrated History
  - \$15k for a reclass of Planner II to Senior Planner
- Vibrant Arts and Culture
  - \$62k for a reclass of part-time Community Engagement Library Assistant to full-time, bank fees, library materials/books, and other materials/supplies.
- Walkable and Bike-able Community
  - \$11.6k for landscape maintenance funding: Park Ave. walkability project and Kimball Junction Transit Center

## **City Service Fees (changes to the Fee Schedule)**

The following departments are making changes to the Fee Schedule:

- Water Department
- Storm Water
- Finance
- Ice
- Streets Department
- Special Events

## **Water Department**

### ***Rate Increase***

In order to fund water quality projects, such as the 3 Kings Water Treatment Plant, rates are proposed to increase 6% across the board.

The baserate for Irrigation Accounts (about 200 accounts that only water landscaping) was increased 16%. This reflects Council direction to increase that baserate 10% (plus the across the board 6%) per year until the annual charge for this baserate is equivalent

to the Multi-Family and Commercial accounts on an annual basis. [June 2<sup>nd</sup>, 2016 Council Meeting](#) (pg. 150, fourth bullet from the top)

### *Energy Surcharge Increases*

The Energy Surcharge is an elevation based surcharge comprised of two components: a Pumping Surcharge that is a close approximation of the actual cost to move water uphill, and an Energy Optimization Surcharge that funds efficiency and environmental undertakings. It is a consumption based charge, and is a per 1,000 gallon charge. The proposed changes are shown in the following table.

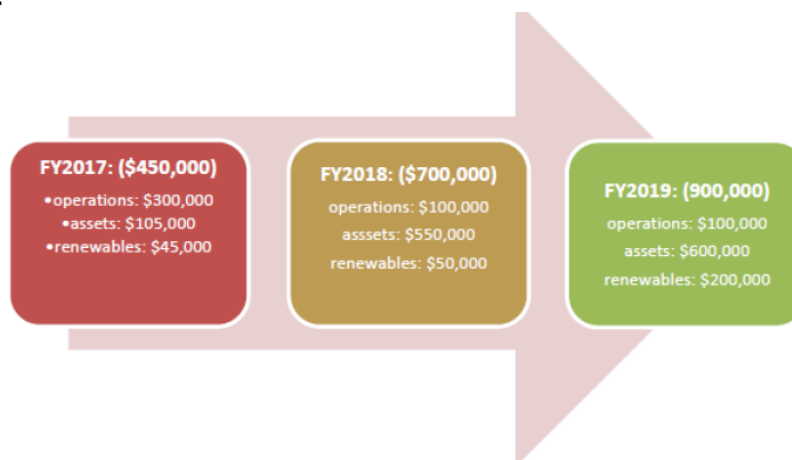
| Group No | Pumping Surcharge | Energy Optimization Surcharge | Total Energy Surcharge   |
|----------|-------------------|-------------------------------|--------------------------|
| 1        | \$0.00            | <del>\$0.41</del> \$0.55      | <del>\$0.41</del> \$0.55 |
| 2        | \$0.53            | <del>\$0.60</del> \$0.80      | <del>\$1.13</del> \$1.33 |
| 3        | \$1.19            | <del>\$0.84</del> \$1.12      | <del>\$2.03</del> \$2.31 |
| 4        | \$1.59            | <del>\$0.98</del> \$1.31      | <del>\$2.57</del> \$2.90 |
| 5        | \$2.30            | <del>\$1.24</del> \$1.65      | <del>\$3.54</del> \$3.95 |

### *Pumping Surcharge*

Rocky Mountain Power's rates have not increased in the past year, and therefore staff is not recommending an increase to this component of the Energy Surcharge.

### *Energy Optimization Surcharge Increase*

The initial Energy Optimization program was proposed as a \$900,000 a year undertaking to be used to reduce the energy required to serve water, increase local renewable energy usage, water conservation, and in the future fund carbon offsets. Staff presented Council with an alternative that phased in this Energy Optimization surcharge over 3 years. On [June 2, 2016](#) (pg. 146) Council adopted this approach and implemented the surcharge at \$450,000 in the first year. In Fiscal Year 2018 this fee was escalation to approximately \$700,000 in Fiscal Year 2018. The fee schedule reflects an escalation to approximately \$900,000 in Fiscal Year 2018. Further increases are not planned.



### *Surcharge Groups*

Technical changes were made to 2.2.3.1. These will not affect resident's bills.

## **Storm Water**

### *Rate Increase*

The Equivalent Surface Unit (“ESU”) charge for stormwater is proposed to increase 25% from \$4.88 to \$6.10. For most residential customers this will mean their stormwater bill will increase from \$14.64 per month to \$18.30 per month. At the [June 2, 2016 Council Meeting](#) (pg. 11) Council directed staff to phase the Additional Resort City Sales Tax funding out of the stormwater capital project, and phase the stormwater fee up over 3 years to approximately \$6.00 per ESU required to make this enterprise fund self-sufficient. The following graphic below is from the June 2, 2016 staff report.

| Storm Water Utility 5-Year Transition Rate |                     |            |            |              |            |            |
|--------------------------------------------|---------------------|------------|------------|--------------|------------|------------|
| Fiscal Year                                | FY 2017             | FY 2018    | FY 2019    | FY 2020      | FY 2021    | FY 2022    |
| Proposed Rate per ESU                      | \$3.75              | \$4.20     | \$4.70     | \$5.27       | \$5.90     | \$6.61     |
| Capital Needs                              | ARCOSA              | \$ 570,000 | \$ 888,890 | \$ 940,117   | \$ 800,000 |            |
|                                            | Storm Water Utility |            |            | \$ 3,200,000 | \$ 160,869 | \$ 579,637 |

## **Finance**

As part of the Finance Department’s Title 4 review process, it was determined that several license types have inadvertently not been included in the Fee Schedule table. Due to this oversight, the enhanced fees have not been properly applied to these licenses. Staff believes that these licenses should be included in the license fee table and should have the enhanced fees applied as applicable (consistent with Code Section [4-2-10](#)).

## **Ice**

The Ice Arena generally increases fees slightly every year or every other year to keep up with expenses and with an intention to reduce the facility’s subsidy. The Ice Arena’s operational expenses have decreased slightly over the last two years and given the current desire to maintain affordability in the community staff didn’t feel it was necessary to increase fees this year. Generally, the non-resident rates are comparable to facilities in other resort destinations while resident rates are set a couple dollars higher than those found in the Salt Lake valley.

Specific changes to this year’s proposed fee schedule include:

- Simplified rates for public skate removing the \$.50 differential from adults and youth for both residents and non-residents and adding the \$.50 differential back in to the fee for skate rentals. We should see a slight increase in revenue for this change but it is mostly to reduce the number of different rates for this single program.
- Streamlined rates for school groups, regular groups and cheap skate.

- The fee for drop-in speed skating has been removed as the facility has not hosted this program for several years. Speed skating ice is run by Speed Skating Club of Park City.
- Fees for drop-in curling were adjusted to be more in line with the rate the Park City Curling Club charges for Learn to Curl.
- The annual season pass rate for figure skating increased significantly from \$4,500 to \$4,900. The original price for this pass was set at \$4,500 a few years ago. We have additional programming now included in this pass. The fee is based off of the anticipated participation of a high level figure skater for the expected programming of the following year, less a 10-15% discount for the pre-purchase. A discounted fee of \$4,750 is available for those who make the payment annually. A bi-annual payment is available for two payments of \$2,450 (total \$4,900).
- The ice rental rate for User Groups is staying consistent as local clubs continue to be price sensitive. We have also heard from the community that participation in these club sports is becoming cost prohibitive for some. With our sensitivity to this concern and the facilities year over year decrease of expenses we felt it is best to keep this fee consistent for another year. Additionally, our User Group rate is higher than available rates in the Salt Lake valley that we are competing with.
- The for-profit ice rental rate increased from \$290 to \$325 as we have seen the price sensitivity for private rentals decrease.

### **Streets Department**

Specific changes to this year's proposed fee schedule include:

- addition of Temporary Signs fee. We are seeing requests for event-specific signs and this new fee will offset the cost of providing them.
- increase of Landfill fee for 30 yard dumpster fee. Increase is for Summit County tipping fee.
- increase of Salt, Road base, and Sand fees. The cost of delivered aggregate products continues to increase. This adjustment reflects the actual costs. Salt products are piled and stored under our covered building. Our equipment is used to load others with the product. This fee increase better covers the actual costs.
- increase of Personnel fees for Parks and Streets Department. These adjustments better reflect total compensation for staff. Fees also adjusted

to reflect the 1.5 pay rate that is paid by the city during after-hours and holidays.

### **Special Events**

In anticipation of proposed code changes, Special Events Department recommends the following Fee Schedule Amendments. The fee changes reflect the time and resources it takes for event staff to permit the types of activities.

#### **10.15 Special Event Application Fee (Processing and Analysis)**

|                  |          |
|------------------|----------|
| Level Five Event | \$640.00 |
| Level Four Event | \$320.00 |

### **Department Review:**

This report has been reviewed by the Budget, Legal, and City Manager departments.

### **Alternatives:**

#### **A. City Council should do the following:**

- 1. Give Direction to Staff regarding the Park City Fee Schedule by resolution**
- 2. Give Direction to Staff regarding Desired Changes to the Budget to be made before Final Adoption**

**B. Continue the Item:** The Final Budget needs to be adopted on June 21. Any direction on changes to be made to the budget needs to be given by June 21, so that the budget can be adopted per State code.

**C. Do Nothing:** Same as alternative B

**D. Modify:** Council could give staff direction to modify the Fee Schedule or the City Manager Recommended Budget.

**E. Deny:** The recommendations and revisions will not go into effect and may result in noncompliance with federal and/or state regulations.

### **Attachments:**

**A – Budget Goal Summary by BFO Program**

**B – Excerpts showing changes to Fee Schedule**



## Thriving Mountain Town

| Program                                                                            | Departments               | BASE<br>FY 2018     | SCORE<br>FY 2019 | QUARTILE<br>FY 2019 | DEPT REQ<br>FY 2019 | RT REC<br>FY 2019   | CM REC<br>FY 2019   | REV<br>FY 2019      | TOT REC COST<br>FY 2019 |
|------------------------------------------------------------------------------------|---------------------------|---------------------|------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|
| <b>CRITICAL PRIORITY: Transportation- Congestion Reduction, Local and Regional</b> |                           |                     |                  |                     |                     |                     |                     |                     |                         |
| Traffic Enforcement                                                                | POLICE                    | \$1,147,918         | 22.00            | 1                   | \$1,264,989         | \$1,135,872         | \$1,195,637         | \$-46,000           | \$1,149,637             |
| Winter Service                                                                     | TRANSPORTATION OPERATIONS | \$5,932,968         | 21.75            | 1                   | \$7,254,446         | \$6,398,219         | \$6,503,740         | \$0                 | \$6,503,740             |
| Summer Service                                                                     | TRANSPORTATION OPERATIONS | \$4,183,667         | 21.75            | 1                   | \$5,215,288         | \$4,530,949         | \$4,560,928         | \$0                 | \$4,560,928             |
| Park City Mobility                                                                 | TRANSPORTATION OPERATIONS | \$780,945           | 21.75            | 1                   | \$938,189           | \$805,939           | \$824,197           | \$0                 | \$824,197               |
| Transportation Management                                                          | TRANSPORTATION OPERATIONS | \$1,167,189         | 21.50            | 1                   | \$1,490,822         | \$1,594,091         | \$1,842,142         | \$0                 | \$1,794,983             |
| Parking Management                                                                 | PARKING & TRANSIT         | \$1,078,546         | 19.00            | 2                   | \$1,834,401         | \$1,837,420         | \$2,008,086         | \$-1,121,200        | \$886,886               |
| <b>SUBTOTAL</b>                                                                    |                           | <b>\$15,561,032</b> |                  |                     | <b>\$19,266,955</b> | <b>\$17,557,365</b> | <b>\$18,223,330</b> | <b>-\$1,167,200</b> | <b>\$17,022,919</b>     |
| <b>Desired Outcome: Resilient and Sustainable Economy</b>                          |                           |                     |                  |                     |                     |                     |                     |                     |                         |
| Economic and Redevelopment                                                         | ECONOMY & BUDGET          | \$2,143,391         | 17.50            | 2                   | \$2,142,529         | \$2,142,502         | \$2,156,676         | \$-595,212          | \$1,561,464             |
| Business Improvement District                                                      | ECONOMY                   | \$64,419            | 12.00            | 4                   | \$64,419            | \$64,419            | \$64,419            | \$-62,500           | \$1,919                 |
| Economic Development Grant                                                         | ECONOMY                   | \$50,000            | 11.50            | 4                   | \$50,000            | \$50,000            | \$50,000            | \$0                 | \$50,000                |
| <b>SUBTOTAL</b>                                                                    |                           | <b>\$2,257,810</b>  |                  |                     | <b>\$2,256,948</b>  | <b>\$2,256,921</b>  | <b>\$2,271,095</b>  | <b>-\$657,712</b>   | <b>\$1,613,383</b>      |
| <b>Desired Outcome: Wide Variety of Exceptional Recreation</b>                     |                           |                     |                  |                     |                     |                     |                     |                     |                         |
| Park Amenities & Infrastructure                                                    | PARKS & FIELDS            | \$260,089           | 14.00            | 4                   | \$259,013           | \$259,068           | \$272,900           | \$0                 | \$272,900               |
| Parks, Turf & Athletic Fields                                                      | PARKS & CITY RECREATION   | \$914,444           | 14.00            | 4                   | \$784,384           | \$784,443           | \$820,024           | \$-80,000           | \$740,024               |
| Tennis Tournaments                                                                 | CITY RECREATION & TENNIS  | \$50,132            | 13.75            | 4                   | \$50,184            | \$38,863            | \$38,863            | \$-89,000           | (\$50,137)              |
| Concessions                                                                        | GOLF OPERATIONS           | \$58,502            | 13.75            | 4                   | \$58,502            | \$58,502            | \$58,502            | \$-85,000           | (\$26,498)              |
| Retail                                                                             | ICE FACILITY              | \$35,181            | 13.00            | 4                   | \$12,081            | \$12,081            | \$12,081            | \$-27,300           | (\$27,300)              |
| Recreation Youth Programs                                                          | CITY RECREATION & TENNIS  | \$730,433           | 12.75            | 4                   | \$743,045           | \$733,267           | \$651,191           | \$-250,200          | \$428,462               |
| Recreation Adult Programs                                                          | CITY RECREATION           | \$763,044           | 12.25            | 4                   | \$764,690           | \$744,152           | \$698,484           | \$-428,000          | \$368,138               |
| Rec Center Operations                                                              | CITY RECREATION & TENNIS  | \$332,437           | 12.25            | 4                   | \$567,902           | \$561,814           | \$505,538           | \$-264,200          | \$223,546               |
| Ice Rental                                                                         | ICE FACILITY              |                     | 12.25            | 4                   | \$72,480            | \$23,088            | \$23,741            | \$0                 | \$30,526                |
| Tennis Operations                                                                  | CITY RECREATION & TENNIS  | \$70,546            | 12.00            | 4                   | \$222,994           | \$217,934           | \$120,996           | \$-184,350          | \$21,135                |
| Ice Adult Programs                                                                 | ICE FACILITY              | \$167,801           | 11.75            | 4                   | \$47,573            | \$47,573            | \$47,573            | \$-123,050          | (\$123,050)             |
| Tennis Programs                                                                    | CITY RECREATION & TENNIS  | \$518,924           | 11.75            | 4                   | \$648,238           | \$648,238           | \$639,742           | \$-499,650          | \$140,092               |
| Ice Youth Programs                                                                 | ICE FACILITY              | \$200,085           | 11.5             | 4                   | \$16,855            | \$16,855            | \$16,855            | \$-106,950          | (\$106,950)             |
| Golf Management Operations                                                         | GOLF OPERATIONS           | \$362,093           | 11.25            | 4                   | \$375,155           | \$375,155           | \$363,709           | \$0                 | \$374,052               |
| Ice Programs                                                                       | ICE FACILITY              | \$117,964           | 11.25            | 4                   | \$478,865           | \$478,865           | \$491,868           | \$-69,950           | \$454,070               |
| Golf Shop Programs                                                                 | GOLF OPERATIONS           | \$96,750            | 11.25            | 4                   | \$100,091           | \$100,091           | \$90,864            | \$0                 | \$101,206               |
| Retail Operations                                                                  | GOLF OPERATIONS           | \$266,238           | 10.75            | 4                   | \$272,108           | \$272,108           | \$224,998           | \$0                 | \$273,263               |
| Operations                                                                         | ICE FACILITY              | \$364,855           | 10.75            | 4                   | \$541,326           | \$365,833           | \$361,434           | \$-335,540          | \$65,779                |
| Pro Shop                                                                           | CITY RECREATION & TENNIS  | \$153,352           | 10.75            | 4                   | \$121,945           | \$121,945           | \$121,945           | \$-104,000          | \$17,945                |
| Marketing                                                                          | CITY RECREATION & TENNIS  | \$27,653            | 10.75            | 4                   | \$27,653            | \$27,653            | \$26,673            | \$-148,800          | (\$122,127)             |
| <b>SUBTOTAL</b>                                                                    |                           | <b>\$5,490,523</b>  |                  |                     | <b>\$6,165,084</b>  | <b>\$5,864,440</b>  | <b>\$5,564,240</b>  | <b>-\$2,795,990</b> | <b>\$3,055,076</b>      |
| <b>Desired Outcome: Varied &amp; Multi-seasonal Event Offerings</b>                |                           |                     |                  |                     |                     |                     |                     |                     |                         |
| Special Events                                                                     | 9 CITY DEPARTMENTS        | \$2,538,515         | 19.50            | 2                   | \$2,512,098         | \$2,486,084         | \$2,571,955         | \$-826,688          | \$1,740,604             |

| Program      | Departments | BASE<br>FY 2018     | SCORE<br>FY 2019 | QUARTILE<br>FY 2019 | DEPT REQ<br>FY 2019 | RT REC<br>FY 2019   | CM REC<br>FY 2019   | REV<br>FY 2019      | TOT REC COST<br>FY 2019 |
|--------------|-------------|---------------------|------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|
| <b>TOTAL</b> |             | <b>\$25,847,880</b> |                  |                     | <b>\$30,201,085</b> | <b>\$28,164,810</b> | <b>\$28,630,620</b> | <b>-\$5,447,590</b> | <b>\$23,431,982</b>     |

## Preserving & Enhancing the Natural Environment

| Program                                                                                                           | Departments                  | BASE<br>FY 2018    | SCORE<br>FY 2019 | QUARTILE<br>FY 2019 | DEPT REQ<br>FY 2019 | RT REC<br>FY 2019  | CM REC<br>FY 2019  | REV<br>FY 2019    | TOT REC COST<br>FY 2019 |
|-------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------|------------------|---------------------|---------------------|--------------------|--------------------|-------------------|-------------------------|
| <b>CRITICAL PRIORITY: Energy- Conservation, Renewable Energy, Carbon Reduction, and Green Building Incentives</b> |                              |                    |                  |                     |                     |                    |                    |                   |                         |
| Carbon Reduction                                                                                                  | ENVIRONMENTAL SUSTAINABILITY | \$437,688          | 22.75            | 1                   | \$439,115           | \$438,913          | \$443,869          | \$0               | \$443,869               |
| <b>Essential Outcome: High Quality and Sustainable Water</b>                                                      |                              |                    |                  |                     |                     |                    |                    |                   |                         |
| Distribution and Maintenance                                                                                      | WATER OPERATIONS             | \$3,417,778        | 25.50            | 1                   | \$3,443,841         | \$3,490,843        | \$3,544,495        | \$0               | \$3,544,495             |
| Water Quality                                                                                                     | WATER OPERATIONS             | \$2,639,628        | 25.50            | 1                   | \$2,844,103         | \$2,873,103        | \$2,930,360        | \$0               | \$2,930,360             |
| Service Orders                                                                                                    | WATER OPERATIONS             | \$605,278          | 25.50            | 1                   | \$625,400           | \$637,406          | \$637,849          | \$0               | \$609,954               |
| Water Billing                                                                                                     | WATER OPERATIONS             | \$361,211          | 22.00            | 1                   | \$398,027           | \$398,031          | \$398,023          | \$0               | \$370,128               |
| Project Management                                                                                                | WATER OPERATIONS             | \$584,570          | 21.50            | 1                   | \$588,581           | \$588,581          | \$589,817          | \$0               | \$589,817               |
| Water Rights/Water Projects                                                                                       | LEGAL                        | \$108,585          | 21.25            | 1                   | \$108,767           | \$108,767          | \$109,233          | \$-109,812        | \$-579                  |
| Conservation                                                                                                      | WATER OPERATIONS             | \$420,468          | 19.25            | 2                   | \$419,338           | \$421,421          | \$421,653          | \$0               | \$421,653               |
| <b>SUBTOTAL</b>                                                                                                   |                              | <b>\$8,137,518</b> |                  |                     | <b>\$8,428,057</b>  | <b>\$8,518,152</b> | <b>\$8,631,430</b> | <b>-\$109,812</b> | <b>\$8,465,828</b>      |
| <b>Desired Outcome: Environmental Pollution Mitigation</b>                                                        |                              |                    |                  |                     |                     |                    |                    |                   |                         |
| Environmental Regulatory/EPA                                                                                      | 3 CITY DEPARTMENTS           | \$546,116          | 18.75            | 2                   | \$546,085           | \$546,375          | \$547,549          | \$-27,995         | \$519,554               |
| <b>Desired Outcome: Abundant, Preserved, and Publicly-accessible Open Space</b>                                   |                              |                    |                  |                     |                     |                    |                    |                   |                         |
| Open Space                                                                                                        | ECONOMY                      | \$67,833           | 18.75            | 2                   | \$68,192            | \$68,410           | \$72,321           | \$0               | \$72,321                |
| Bonanza Flat Operations                                                                                           | BONANZA FLAT OPERATIONS      |                    | 15.75            | 3                   |                     |                    | \$30,000           | \$0               | \$30,000                |
| <b>SUBTOTAL</b>                                                                                                   |                              | <b>\$67,833</b>    |                  |                     | <b>\$68,192</b>     | <b>\$68,410</b>    | <b>\$102,321</b>   | <b>\$0</b>        | <b>\$102,321</b>        |
| <b>TOTAL</b>                                                                                                      |                              | <b>\$9,189,155</b> |                  |                     | <b>\$9,481,449</b>  | <b>\$9,571,850</b> | <b>\$9,725,169</b> | <b>-\$137,807</b> | <b>\$9,531,572</b>      |

## Inclusive & Healthy Community

| Program                                                                              | Departments                      | BASE<br>FY 2018    | SCORE<br>FY 2019 | QUARTILE<br>FY 2019 | DEPT REQ<br>FY 2019 | RT REC<br>FY 2019  | CM REC<br>FY 2019  | REV<br>FY 2019      | TOT REC COST<br>FY 2019 |
|--------------------------------------------------------------------------------------|----------------------------------|--------------------|------------------|---------------------|---------------------|--------------------|--------------------|---------------------|-------------------------|
| <b>CRITICAL PRIORITY: Housing- Middle-Income, Attainable, and Affordable Housing</b> |                                  |                    |                  |                     |                     |                    |                    |                     |                         |
| Housing                                                                              | COMM. DEV. ADMIN.                | \$288,996          | 23.75            | 1                   | \$308,726           | \$308,726          | \$315,981          | \$0                 | \$327,771               |
| <b>CRITICAL PRIORITY: Social Equity</b>                                              |                                  |                    |                  |                     |                     |                    |                    |                     |                         |
| Youth & Spanish Services                                                             | LIBRARY                          | \$203,508          | 20.50            | 2                   | \$259,830           | \$224,182          | \$231,431          | \$-2,000            | \$229,431               |
| Senior Services                                                                      | COMMUNITY ENGAGEMENT             | \$7,557            | 20.25            | 2                   | \$7,561             | \$7,557            | \$7,557            | \$0                 | \$1,918                 |
| Social Equity                                                                        | COMMUNITY ENGAGEMENT & BUDGET    |                    | 19.50            | 2                   |                     |                    | \$50,000           | \$0                 | \$50,000                |
| Special Service Contracts                                                            | BUDGET, DEBT & GRANTS            | \$540,000          | 17.00            | 3                   | \$540,000           | \$540,000          | \$540,000          | \$0                 | \$540,000               |
| Youth Services Officer                                                               | POLICE                           | \$212,382          | 16.00            | 3                   | \$214,171           | \$214,171          | \$227,832          | \$0                 | \$227,832               |
| Childcare                                                                            | CITY RECREATION & TENNIS         | \$15,682           | 8.75             | 4                   | \$15,606            | \$15,606           | \$15,606           | \$-12,800           | \$2,808                 |
| <b>SUBTOTAL</b>                                                                      |                                  | <b>\$979,129</b>   |                  |                     | <b>\$1,037,168</b>  | <b>\$1,001,516</b> | <b>\$1,072,428</b> | <b>-\$14,800</b>    | <b>\$1,051,989</b>      |
| <b>Top Priority: Citizen Well-Being</b>                                              |                                  |                    |                  |                     |                     |                    |                    |                     |                         |
| Mental Health                                                                        | BUDGET, DEBT & GRANTS            | \$60,000           | 17.00            | 3                   | \$60,000            | \$60,000           | \$60,000           | \$0                 | \$60,000                |
| DARE/Drug Education                                                                  | POLICE                           | \$30,374           | 15.25            | 3                   | \$30,368            | \$30,404           | \$32,464           | \$0                 | \$32,464                |
| <b>SUBTOTAL</b>                                                                      |                                  | <b>\$90,374</b>    |                  |                     | <b>\$90,368</b>     | <b>\$90,404</b>    | <b>\$92,464</b>    | <b>\$0</b>          | <b>\$92,464</b>         |
| <b>Top Priority: Arts &amp; Culture</b>                                              |                                  |                    |                  |                     |                     |                    |                    |                     |                         |
| Arts & Culture                                                                       | BUDGET, DEBT & GRANTS            |                    | 14.25            | 4                   |                     |                    | \$47,544           | \$0                 | \$47,544                |
| Public Art                                                                           | ECONOMY                          | \$7,000            | 14.00            | 4                   | \$7,000             | \$7,000            | \$7,000            | \$0                 | \$7,000                 |
| McPolin Farm                                                                         | MCPOLIN BARN                     | \$44,438           | 13.50            | 4                   | \$14,625            | \$14,625           | \$45,372           | \$0                 | \$45,372                |
| <b>SUBTOTAL</b>                                                                      |                                  | <b>\$51,438</b>    |                  |                     | <b>\$21,625</b>     | <b>\$21,625</b>    | <b>\$99,916</b>    | <b>\$0</b>          | <b>\$99,916</b>         |
| <b>Desired Outcome: Safe Community</b>                                               |                                  |                    |                  |                     |                     |                    |                    |                     |                         |
| Patrol Operations                                                                    | POLICE                           | \$2,339,447        | 23.5             | 1                   | \$2,605,429         | \$2,432,706        | \$2,536,495        | \$0                 | \$2,536,495             |
| State Liquor Enforcement                                                             | POLICE                           | \$63,347           | 23.5             | 1                   | \$63,354            | \$63,354           | \$63,771           | \$-43,000           | \$20,771                |
| Emergency Management                                                                 | EMERGENCY MANAGEMENT & POLICE    | \$390,951          | 21.75            | 1                   | \$390,881           | \$390,418          | \$391,885          | \$-6,500            | \$385,385               |
| Fire Safety                                                                          | BUILDING                         | \$369,031          | 21.75            | 1                   | \$512,537           | \$404,414          | \$404,750          | \$-142,170          | \$262,580               |
| Dispatch                                                                             | POLICE                           | \$655,825          | 21.5             | 1                   | \$620,000           | \$620,000          | \$620,000          | \$-99,000           | \$521,000               |
| Inspections                                                                          | BUILDING & ENGINEERING           | \$1,274,357        | 21.00            | 2                   | \$1,283,125         | \$1,304,821        | \$1,305,241        | \$-1,521,426        | (\$192,605)             |
| Inspections and Contract Supervision                                                 | BUILDING MAINTENANCE             | \$127,289          | 20.5             | 2                   | \$140,565           | \$127,491          | \$127,504          | \$-20,426           | \$107,079               |
| Code Enforcement                                                                     | BUILDING                         | \$275,703          | 19.75            | 2                   | \$304,041           | \$280,949          | \$281,281          | \$-138,560          | \$142,721               |
| Abatement Fund                                                                       | BUILDING                         | \$48,688           | 19.00            | 2                   | \$48,688            | \$48,688           | \$48,688           | \$0                 | \$48,688                |
| Safety and Security                                                                  | EMERGENCY MANAGEMENT             | \$43,000           | 17.00            | 3                   | \$43,000            | \$43,000           | \$43,000           | \$0                 | \$43,000                |
| <b>SUBTOTAL</b>                                                                      |                                  | <b>\$5,587,638</b> |                  |                     | <b>\$6,011,620</b>  | <b>\$5,672,841</b> | <b>\$5,779,615</b> | <b>-\$1,971,082</b> | <b>\$3,832,114</b>      |
| <b>Desired Outcome: Distinctive Sense of Place</b>                                   |                                  |                    |                  |                     |                     |                    |                    |                     |                         |
| Permitting / Current Planning                                                        | PLANNING                         | \$157,299          | 18.75            | 2                   | \$159,352           | \$151,638          | \$151,645          | \$-62,264           | \$89,381                |
| Plan/Application Review                                                              | BUILDING, PLANNING & ENGINEERING | \$730,114          | 17.25            | 3                   | \$860,329           | \$822,868          | \$825,105          | \$-703,170          | \$121,935               |
| Long Range Planning                                                                  | PLANNING                         | \$212,623          | 15.75            | 3                   | \$250,203           | \$242,203          | \$242,214          | \$0                 | \$242,214               |
| Graffiti Removal                                                                     | STREET MAINTENANCE               | \$24,847           | 14.25            | 4                   | \$24,756            | \$24,756           | \$33,328           | \$0                 | \$33,328                |
| Code Amendments                                                                      | PLANNING                         | \$137,967          | 13.00            | 4                   | \$145,338           | \$184,692          | \$184,715          | \$0                 | \$196,505               |

| Program                                                  | Departments    | BASE<br>FY 2018    | SCORE<br>FY 2019 | QUARTILE<br>FY 2019 | DEPT REQ<br>FY 2019 | RT REC<br>FY 2019  | CM REC<br>FY 2019  | REV<br>FY 2019      | TOT REC COST<br>FY 2019 |
|----------------------------------------------------------|----------------|--------------------|------------------|---------------------|---------------------|--------------------|--------------------|---------------------|-------------------------|
| Flowers/Holiday Lighting/Beautification                  | PARKS & FIELDS | \$445,456          | 13.00            | 4                   | \$445,100           | \$448,539          | \$465,506          | \$0                 | \$465,506               |
| Special Planning Projects - Inter-Dept                   | PLANNING       | \$65,501           | 12.75            | 4                   | \$66,743            | \$53,645           | \$53,649           | \$0                 | \$53,649                |
| <b>SUBTOTAL</b>                                          |                | <b>\$1,773,807</b> |                  |                     | <b>\$1,951,821</b>  | <b>\$1,928,341</b> | <b>\$1,956,162</b> | <b>-\$765,434</b>   | <b>\$1,202,518</b>      |
| <b>Desired Outcome: Protected and Celebrated History</b> |                |                    |                  |                     |                     |                    |                    |                     |                         |
| Historic District Design Review                          | PLANNING       | \$237,845          | 14.00            | 4                   | \$243,915           | \$221,223          | \$221,236          | \$0                 | \$221,236               |
| Historical Incentive Grant                               | PLANNING       | \$207,136          | 10.00            | 4                   | \$207,136           | \$207,136          | \$207,136          | \$0                 | \$207,136               |
| <b>SUBTOTAL</b>                                          |                | <b>\$444,981</b>   |                  |                     | <b>\$451,051</b>    | <b>\$428,359</b>   | <b>\$428,372</b>   | <b>\$0</b>          | <b>\$428,372</b>        |
| <b>Desired Outcome: Walkable and Bike-able Community</b> |                |                    |                  |                     |                     |                    |                    |                     |                         |
| Urban Trails and Walkability                             | ECONOMY        | \$76,236           | 16.00            | 3                   | \$114,363           | \$118,791          | \$123,150          |                     | \$123,150               |
| Trails (Backcountry)                                     | ECONOMY        | \$87,637           | 14.00            | 4                   | \$49,639            | \$49,639           | \$51,009           |                     | \$51,009                |
| <b>SUBTOTAL</b>                                          |                | <b>\$163,873</b>   |                  |                     | <b>\$164,002</b>    | <b>\$168,430</b>   | <b>\$174,159</b>   | <b>\$0</b>          | <b>\$174,159</b>        |
| <b>TOTAL</b>                                             |                | <b>\$9,380,236</b> |                  |                     | <b>\$10,036,381</b> | <b>\$9,620,242</b> | <b>\$9,919,097</b> | <b>-\$2,751,316</b> | <b>\$7,209,303</b>      |

## Engaged & Effective Government & Citizenry

| Program                                                             | Departments                  | BASE<br>FY 2018    | SCORE<br>FY 2019 | QUARTILE<br>FY 2019 | DEPT REQ<br>FY 2019 | RT REC<br>FY 2019  | CM REC<br>FY 2019  | REV<br>FY 2019      | TOT REC<br>COST<br>FY 2019 |
|---------------------------------------------------------------------|------------------------------|--------------------|------------------|---------------------|---------------------|--------------------|--------------------|---------------------|----------------------------|
| <b>Top Priority: Community Engagement</b>                           |                              |                    |                  |                     |                     |                    |                    |                     |                            |
| Community Outreach and Citizen Engagement                           | 5 CITY DEPARTMENTS           | \$728,607          | 21.50            | 1                   | \$726,461           | \$727,539          | \$764,596          | \$-139,238          | \$625,357                  |
| Community Support                                                   | POLICE                       | \$821,266          | 18.25            | 2                   | \$867,428           | \$835,165          | \$868,867          | \$-19,500           | \$849,367                  |
| Community Engagement                                                | LIBRARY                      | \$115,148          | 15.00            | 3                   | \$182,530           | \$179,485          | \$184,273          | \$-47,000           | \$137,273                  |
| Leadership Park City                                                | ENVIRONMENTAL SUSTAINABILITY | \$169,375          | 11.50            | 4                   | \$169,370           | \$169,370          | \$171,472          | \$-71,200           | \$100,272                  |
| <b>SUBTOTAL</b>                                                     |                              | <b>\$1,834,396</b> |                  |                     | <b>\$1,945,789</b>  | <b>\$1,911,559</b> | <b>\$1,989,208</b> | <b>-\$276,938</b>   | <b>\$1,712,269</b>         |
| <b>Essential Outcome: Fiscally and Legally Sound</b>                |                              |                    |                  |                     |                     |                    |                    |                     |                            |
| Prosecution                                                         | LEGAL                        | \$229,776          | 25.25            | 1                   | \$230,784           | \$230,784          | \$230,801          | \$-46,000           | \$184,801                  |
| Accounting/Audit/Treasury                                           | FINANCE                      | \$433,668          | 23.5             | 1                   | \$450,679           | \$445,748          | \$451,900          | \$-110,902          | \$340,998                  |
| Budget Preparation, Coordination, and Monitoring                    | BUDGET & FINANCE             | \$166,137          | 22.5             | 1                   | \$165,593           | \$172,277          | \$172,514          | \$-43,551           | \$128,963                  |
| Debt Management                                                     | BUDGET, DEBT & GRANTS        | \$43,692           | 22.25            | 1                   | \$43,618            | \$43,618           | \$43,621           | \$-12,837           | \$30,783                   |
| Business Licenses                                                   | FINANCE                      | \$120,572          | 21.5             | 1                   | \$121,385           | \$120,569          | \$121,387          | \$-120,187          | \$1,200                    |
| Financial Services                                                  | FINANCE                      | \$392,836          | 21.00            | 2                   | \$392,909           | \$344,985          | \$349,631          | \$-162,742          | \$186,889                  |
| Revenue/Resource Management                                         | BUDGET, DEBT & GRANTS        | \$28,977           | 20.25            | 2                   | \$28,952            | \$28,952           | \$28,953           | \$-8,581            | \$20,372                   |
| General Legal Support                                               | LEGAL                        | \$107,535          | 19.75            | 2                   | \$107,716           | \$107,716          | \$108,155          | \$-15,090           | \$93,065                   |
| Litigation                                                          | LEGAL                        | \$95,536           | 19.75            | 2                   | \$95,729            | \$95,729           | \$96,259           | \$-68,453           | \$27,807                   |
| Risk Management                                                     | EXECUTIVE & LEGAL            | \$1,303,764        | 19.00            | 2                   | \$1,303,643         | \$1,375,424        | \$1,375,776        | \$-885,556          | \$490,220                  |
| Employment Review                                                   | LEGAL                        | \$63,580           | 18.75            | 2                   | \$63,761            | \$63,761           | \$64,203           | \$-24,668           | \$39,535                   |
| Contracts/Grants                                                    | LEGAL                        | \$80,538           | 16.75            | 3                   | \$80,719            | \$80,719           | \$81,162           | \$-24,959           | \$56,202                   |
| Grant Administration                                                | BUDGET, DEBT & GRANTS        | \$15,809           | 16.25            | 3                   | \$15,784            | \$15,784           | \$15,785           | \$-3,834            | \$11,951                   |
| Dental Self-Funding                                                 | DENTAL SELF-FUNDING          | \$225,000          | 14.00            | 4                   | \$225,000           | \$225,000          | \$225,000          | \$-73,393           | \$151,607                  |
| Analysis Resource                                                   | BUDGET, DEBT & GRANTS        | \$57,532           | 13.75            | 4                   | \$57,224            | \$57,224           | \$57,228           | \$-17,788           | \$39,439                   |
| <b>SUBTOTAL</b>                                                     |                              | <b>\$3,364,952</b> |                  |                     | <b>\$3,383,496</b>  | <b>\$3,408,290</b> | <b>\$3,422,375</b> | <b>-\$1,618,541</b> | <b>\$1,803,832</b>         |
| <b>Essential Outcome: Well-Maintained Assets and Infrastructure</b> |                              |                    |                  |                     |                     |                    |                    |                     |                            |
| Storm Water Utility                                                 | STORM WATER OPERATIONS       | \$1,002,012        | 28.5             | 1                   | \$1,004,000         | \$976,110          | \$1,000,931        | \$0                 | \$1,028,826                |
| Street Lights & Signs                                               | STREET MAINTENANCE           | \$332,430          | 23.25            | 1                   | \$332,812           | \$332,812          | \$340,445          | \$0                 | \$340,445                  |
| Clean-up and Storm Drain                                            | STREET MAINTENANCE           | \$231,936          | 22.00            | 1                   | \$232,127           | \$232,127          | \$244,557          | \$0                 | \$244,557                  |
| Engineering Project Management                                      | ENGINEERING                  | \$355,434          | 20.75            | 2                   | \$388,843           | \$353,843          | \$353,862          | \$-52,268           | \$301,594                  |
| Capital Budgeting                                                   | BUDGET, DEBT & GRANTS        | \$51,499           | 20.75            | 2                   | \$51,425            | \$51,425           | \$51,428           | \$-22,526           | \$28,902                   |
| Winter Snow Operations                                              | STREET MAINTENANCE           | \$1,269,799        | 20.25            | 2                   | \$1,268,820         | \$1,254,875        | \$1,288,600        | \$0                 | \$1,302,548                |
| Fleet Management & Maintenance                                      | FLEET SERVICES DEPT          | \$2,562,166        | 20.00            | 2                   | \$2,563,714         | \$2,564,110        | \$2,594,423        | \$0                 | \$2,594,423                |
| Network Support                                                     | INFORMATION TECHNOLOGY (IT)  | \$254,933          | 19.00            | 2                   | \$292,922           | \$255,495          | \$257,319          | \$-53,497           | \$203,822                  |
| Street & Sidewalk Maintenance                                       | STREET MAINTENANCE           | \$495,372          | 19.00            | 2                   | \$499,891           | \$485,946          | \$502,902          | \$0                 | \$516,849                  |
| Parks & Sidewalk Snow Removal                                       | PARKS & FIELDS               | \$452,240          | 18.75            | 2                   | \$445,867           | \$445,922          | \$471,479          | \$0                 | \$471,479                  |

| Program                                                                         | Departments                                             | BASE<br>FY 2018    | SCORE<br>FY 2019 | QUARTILE<br>FY 2019 | DEPT REQ<br>FY 2019 | RT REC<br>FY 2019  | CM REC<br>FY 2019  | REV<br>FY 2019    | TOT REC<br>COST<br>FY 2019 |
|---------------------------------------------------------------------------------|---------------------------------------------------------|--------------------|------------------|---------------------|---------------------|--------------------|--------------------|-------------------|----------------------------|
| Janitorial Services                                                             | BUILDING MAINTENANCE                                    | \$466,557          | 18.75            | 2                   | \$557,184           | \$507,393          | \$507,413          | \$0               | \$507,413                  |
| IT Utilities                                                                    | INFORMATION TECHNOLOGY (IT)                             | \$139,628          | 18.00            | 2                   | \$139,763           | \$139,763          | \$141,940          | \$-25,590         | \$116,350                  |
| Building Repairs and Maintenance                                                | BUILDING MAINTENANCE                                    | \$497,502          | 17.75            | 2                   | \$555,606           | \$527,072          | \$527,123          | \$-75,878         | \$451,244                  |
| Software Maintenance/Upgrades                                                   | INFORMATION TECHNOLOGY (IT)                             | \$305,715          | 16.5             | 3                   | \$340,752           | \$340,781          | \$342,783          | \$-45,637         | \$285,111                  |
| Systems Support                                                                 | INFORMATION TECHNOLOGY (IT)                             | \$277,559          | 16.5             | 3                   | \$297,114           | \$278,187          | \$280,012          | \$-58,390         | \$229,622                  |
| Golf Course Maintenance                                                         | GOLF COURSE MAINTENANCE                                 |                    | 15.75            | 3                   |                     |                    |                    | \$0               |                            |
| Utilities                                                                       | BUILDING MAINTENANCE                                    | \$217,860          | 15.00            | 3                   | \$217,860           | \$217,860          | \$220,061          | \$0               | \$220,061                  |
| Swede Alley Parking Structure                                                   | PUBLIC WORKS ADMINISTRATION                             | \$55,764           | 14.25            | 4                   | \$55,764            | \$55,764           | \$48,525           | \$0               | \$48,525                   |
| Golf Maintenance                                                                | GOLF MAINTENANCE & PARKS                                | \$781,959          | 13.75            | 4                   | \$786,984           | \$786,984          | \$824,222          | \$0               | \$824,222                  |
| Cemetery                                                                        | PARKS & CEMETERY AND CITY REC                           | \$138,982          | 12.75            | 4                   | \$140,006           | \$140,061          | \$148,126          | \$-21,900         | \$126,226                  |
| Trash Clean-Up                                                                  | PARKS & FIELDS                                          | \$169,985          | 11.5             | 4                   | \$171,754           | \$171,809          | \$181,645          | \$0               | \$181,645                  |
| <b>SUBTOTAL</b>                                                                 |                                                         | <b>\$8,789,533</b> |                  |                     | <b>\$9,074,388</b>  | <b>\$8,863,464</b> | <b>\$9,039,196</b> | <b>-\$355,686</b> | <b>\$8,721,316</b>         |
| <b>Desired Outcome: Engaged and Informed Citizenry</b>                          |                                                         |                    |                  |                     |                     |                    |                    |                   |                            |
| Elections                                                                       | EXECUTIVE                                               | \$23,389           | 25.00            | 1                   | \$10,127            | \$10,127           | \$10,614           | \$0               | \$10,614                   |
| City Recorder                                                                   | EXECUTIVE                                               | \$138,576          | 23.5             | 1                   | \$139,115           | \$139,115          | \$141,099          | \$-13,590         | \$127,509                  |
| Circulation Services                                                            | LIBRARY                                                 | \$353,421          | 18.5             | 2                   | \$352,862           | \$330,252          | \$336,035          | \$-3,000          | \$333,035                  |
| Emergency Communications                                                        | COMMUNITY ENGAGEMENT                                    | \$80,795           | 17.75            | 2                   | \$79,639            | \$79,639           | \$79,614           | \$-8,841          | \$70,774                   |
| Technical Services                                                              | LIBRARY                                                 | \$332,278          | 18.5             | 2                   | \$416,105           | \$333,402          | \$338,154          | \$-2,000          | \$336,154                  |
| Reciprocal Borrowing                                                            | LIBRARY                                                 | \$17,885           | 17.00            | 3                   | \$21,649            | \$18,918           | \$19,478           | \$0               | \$19,478                   |
| Adult Services                                                                  | LIBRARY                                                 | \$265,542          | 16.5             | 3                   | \$294,445           | \$263,692          | \$271,591          | \$-3,000          | \$268,591                  |
| Website                                                                         | INFORMATION TECHNOLOGY (IT)                             | \$108,206          | 13.75            | 4                   | \$108,697           | \$108,627          | \$112,521          | \$-16,910         | \$103,611                  |
| <b>SUBTOTAL</b>                                                                 |                                                         | <b>\$1,320,092</b> |                  |                     | <b>\$1,422,639</b>  | <b>\$1,283,772</b> | <b>\$1,309,106</b> | <b>-\$47,341</b>  | <b>\$1,269,766</b>         |
| <b>Desired Outcome: Strong Working Relationship with Strategic Stakeholders</b> |                                                         |                    |                  |                     |                     |                    |                    |                   |                            |
| Legislative Liaison                                                             | EXECUTIVE                                               | \$104,824          | 15.50            | 3                   | \$105,150           | \$105,150          | \$108,414          | \$-8,594          | \$99,820                   |
| <b>Desired Outcome: Transparent Government</b>                                  |                                                         |                    |                  |                     |                     |                    |                    |                   |                            |
| Policy Creation & Implementation                                                | CITY COUNCIL; EXECUTIVE; & ENVIRONMENTAL SUSTAINABILITY | \$366,241          | 19.5             | 2                   | \$366,464           | \$366,464          | \$395,097          | \$-19,124         | \$375,973                  |
| Council & Board Support                                                         | EXECUTIVE & LEGAL                                       | \$397,174          | 19.5             | 2                   | \$397,926           | \$398,312          | \$407,673          | \$-34,140         | \$373,533                  |
| Records Management                                                              | IT & POLICE                                             | \$99,671           | 19.00            | 2                   | \$76,810            | \$76,810           | \$78,778           | \$0               | \$78,778                   |
| GIS                                                                             | INFORMATION TECHNOLOGY (IT)                             | \$117,318          | 14.75            | 4                   | \$117,779           | \$117,779          | \$118,625          | \$-32,958         | \$85,667                   |
| <b>SUBTOTAL</b>                                                                 |                                                         | <b>\$980,404</b>   |                  |                     | <b>\$958,979</b>    | <b>\$959,365</b>   | <b>\$1,000,173</b> | <b>-\$86,222</b>  | <b>\$913,951</b>           |
| <b>Desired Outcome: Gold Medal Performance Organization</b>                     |                                                         |                    |                  |                     |                     |                    |                    |                   |                            |
| Local, State, and Federal Compliance                                            | HUMAN RESOURCES                                         | \$149,232          | 19.75            | 2                   | \$148,939           | \$148,939          | \$151,749          | \$-56,756         | \$94,993                   |
| Benefit Design/Administration                                                   | HUMAN RESOURCES                                         | \$76,089           | 18.75            | 2                   | \$76,470            | \$76,470           | \$77,035           | \$-29,543         | \$47,492                   |

| Program                                             | Departments                 | BASE<br>FY 2018     | SCORE<br>FY 2019 | QUARTILE<br>FY 2019 | DEPT REQ<br>FY 2019 | RT REC<br>FY 2019   | CM REC<br>FY 2019   | REV<br>FY 2019      | TOT REC<br>COST<br>FY 2019 |
|-----------------------------------------------------|-----------------------------|---------------------|------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------------|
| Staff Support                                       | EXECUTIVE                   | \$188,494           | 18.5             | 2                   | \$188,004           | \$188,004           | \$195,007           | \$-72,352           | \$122,655                  |
| Strategic Planning                                  | BUDGET, DEBT & GRANTS       | \$30,066            | 16.5             | 3                   | \$30,066            | \$30,066            | \$30,068            | \$0                 | \$30,068                   |
| Performance Measures<br>and Benchmarking            | BUDGET, DEBT & GRANTS       | \$77,458            | 13.5             | 4                   | \$76,418            | \$76,418            | \$76,424            | \$-25,336           | \$51,088                   |
| Valued & Engaged Staff                              | ICE FACILITY                |                     | 12.25            | 4                   | \$77,778            |                     |                     | \$0                 | \$2,350                    |
| LEAD                                                | EXECUTIVE & HUMAN RESOURCES | \$70,000            | 12.00            | 4                   | \$70,000            | \$70,000            | \$70,000            | \$0                 | \$70,000                   |
| Valuing Employees                                   | HUMAN RESOURCES             | \$224,431           | 11.75            | 4                   | \$229,551           | \$229,551           | \$229,837           | \$-81,583           | \$148,254                  |
| Recruitment                                         | HUMAN RESOURCES             | \$109,015           | 11.75            | 4                   | \$94,045            | \$94,045            | \$94,331            | \$-43,939           | \$50,392                   |
| Pay Plan<br>Design/Administration                   | HUMAN RESOURCES             | \$87,092            | 11.75            | 4                   | \$86,850            | \$86,850            | \$87,417            | \$-32,977           | \$54,439                   |
| Performance Management                              | HUMAN RESOURCES             | \$677,107           | 10.75            | 4                   | \$97,065            | \$97,065            | \$98,190            | \$-37,583           | \$60,607                   |
| Short-Term Citywide<br>Personnel                    | HUMAN RESOURCES             | \$49,203            | 6.5              | 4                   | \$49,199            | \$49,199            | \$49,202            | \$-24,737           | \$24,465                   |
| <b>SUBTOTAL</b>                                     |                             | <b>\$1,738,187</b>  |                  |                     | <b>\$1,224,385</b>  | <b>\$1,146,607</b>  | <b>\$1,159,260</b>  | <b>-\$404,806</b>   | <b>\$756,803</b>           |
| <b>Desired Outcome: Responsive Customer Service</b> |                             |                     |                  |                     |                     |                     |                     |                     |                            |
| Planning Customer<br>Service                        | PLANNING                    | \$158,272           | 15.00            | 3                   | \$158,752           | \$157,590           | \$157,596           | \$-31,800           | \$125,796                  |
| Support/Help Desk                                   | INFORMATION TECHNOLOGY (IT) | \$400,929           | 13.50            | 4                   | \$506,706           | \$400,749           | \$420,409           | \$-37,209           | \$383,200                  |
| <b>SUBTOTAL</b>                                     |                             | <b>\$559,201</b>    |                  |                     | <b>\$665,458</b>    | <b>\$558,339</b>    | <b>\$578,005</b>    | <b>-\$69,009</b>    | <b>\$508,996</b>           |
| <b>TOTAL</b>                                        |                             | <b>\$18,691,589</b> |                  |                     | <b>\$18,780,284</b> | <b>\$18,236,546</b> | <b>\$18,605,737</b> | <b>-\$2,867,137</b> | <b>\$15,786,753</b>        |

**PARK CITY FEE SCHEDULE – Amended ~~July 20, 2017~~ May 31, 2018**

**SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES**

**1.1 PLANNING FEES**

**1.1.1 Plat/Subdivision \***

|                                    |                          |
|------------------------------------|--------------------------|
| Plat Amendment                     | \$900.00 per application |
| Subdivision                        | \$290.00 per lot/parcel  |
| Administrative lot line adjustment | \$300.00 per application |
| Extension of Approval              | \$330.00 per application |

**Condominium**

|                                     |                            |
|-------------------------------------|----------------------------|
| Condominium or timeshare conversion | \$450.00 per unit          |
| Record of Survey                    | \$450.00 per unit          |
| Amendment to Record of Survey       | \$100.00 per unit affected |
| Extension of Approval               | \$330.00 per application   |

**1.1.2 Master Planned Development (MPD) Process \***

|                                                                                                                                                                                                                                                                |                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Pre-Master Planned Development                                                                                                                                                                                                                                 | \$1,200.00                   |
| <i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i> |                              |
| Master Planned Development                                                                                                                                                                                                                                     | \$560.00 per unit equivalent |
| Modification to an MPD                                                                                                                                                                                                                                         | \$330.00 per unit equivalent |

**1.1.3 Conditional Use Permit (CUP) \***

|                             |                            |
|-----------------------------|----------------------------|
| Planning Commission Review  | \$1,140.00 per application |
| Steep Slope Review          | \$1,330.00 per application |
| Administrative Staff Review | \$330.00 per application   |
| Extension or Modification   | \$330.00 per application   |

**1.1.4 Zone Changes \***

\$1,650.00

**1.1.5 Board of Adjustment \***

|          |                          |
|----------|--------------------------|
| Variance | \$940.00 per application |
|----------|--------------------------|

**1.1.6 Architectural and Design Review**

**Historic District/Site**

|                                        |                                                                      |
|----------------------------------------|----------------------------------------------------------------------|
| New residential construction <1000 sf  | \$200.00 per application                                             |
| New residential construction >=1000 sf | \$750.00 per application                                             |
| Commercial review                      | \$200.00 per unit equivalent for the first 10 units \$15.00/ue after |

**Non-Historic District/Site**

|                             |                                                                   |
|-----------------------------|-------------------------------------------------------------------|
| New Residential - SF/Duplex | \$200.00 per application                                          |
| Multi-Family/Commercial     | \$100.00 per unit equivalent up to 10 units then \$15.00/ue after |
| Residential Additions       | \$100.00 per application                                          |
| Commercial Additions        | \$100.00 per unit equivalent up to 10 units then \$15.00/ue after |



|        |                                                                                                                                                              |                                       |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1.1.7  | <u>Historic Review *</u>                                                                                                                                     |                                       |
|        | Historic Design Review (no increase in existing area)                                                                                                        | \$210.00                              |
|        | Historic Design Review (increase in existing area)                                                                                                           | \$1,030.00                            |
|        | Determination of Significance                                                                                                                                | \$350.00                              |
|        | Certificate of Appropriateness for Demolition                                                                                                                | \$300.00                              |
| 1.1.8  | <u>Land Management Code Review *</u>                                                                                                                         | \$2,000.00 per application            |
| 1.1.9  | <u>General Plan Amendment *</u>                                                                                                                              | \$2,000.00 per application            |
| 1.1.10 | <u>Sign Review</u>                                                                                                                                           |                                       |
|        | Master Sign Plan Review                                                                                                                                      | \$320.00                              |
|        | Amendment to Master Sign Plan                                                                                                                                | \$120.00                              |
|        | Individual sign permit                                                                                                                                       | \$120.00 (\$118.80) plus 1% state tax |
|        | Sign permit under master sign plan                                                                                                                           | \$130.00 (\$128.70) plus 1% state tax |
|        | Temporary Sign Permit                                                                                                                                        | \$60.00 (\$59.40) plus 1% state tax   |
| 1.1.11 | <u>Annexation *</u>                                                                                                                                          | \$5,850.00                            |
|        | Annexation Fiscal Impact Analysis                                                                                                                            | \$1,550.00                            |
|        | <i>plus actual cost of City approved consultant fee</i>                                                                                                      |                                       |
|        | Modification to Annexation Agreement                                                                                                                         | \$4,150.00                            |
| 1.1.12 | <u>Appeals Fees *</u>                                                                                                                                        |                                       |
|        | Appeals to Board of Adjustment                                                                                                                               | \$500.00                              |
|        | Appeals to City Council                                                                                                                                      | \$500.00                              |
|        | Appeals to Historic Preservation Board                                                                                                                       | \$500.00                              |
|        | Appeals to Planning Commission                                                                                                                               | \$500.00                              |
| 1.1.13 | TDR – Development Credit Determination                                                                                                                       | \$100.00                              |
| 1.1.14 | <u>Refund of Withdrawn Planning Applications</u>                                                                                                             |                                       |
|        | In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff. |                                       |
| 1.1.15 | <u>Reactivation Fee</u>                                                                                                                                      |                                       |
|        | For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed           |                                       |
| 1.1.16 | <u>Attorney or Other Professional Services</u>                                                                                                               |                                       |
|        | Reimbursement for actual expense incurred                                                                                                                    |                                       |

\* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

## 1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

### 1.2.2 Building Permit

Total Valuation Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00.

### 1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, ~~identical plans~~ means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

### 1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

| Total Valuation              | Fee                                                                                                                                |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$1,300.00         | \$50.00                                                                                                                            |
| \$1,301.00 to \$2000.00      | \$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00        |
| \$2,001.00 to \$25,000.00    | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00    |
| \$25,001.00 to \$50,000.00   | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00  |
| \$50,001.0 to \$100,000.00   | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00  |
| \$100,001.00 to \$500,000.00 | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00 |

|                                |                                                                                                                                        |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

### 1.2.5 Electrical Permit

See fee table below.

| Total Valuation                | Fee                                                                                                                                    |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$1,300.00           | \$50.00                                                                                                                                |
| \$1,301.00 to \$2000.00        | \$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00            |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00     | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.0 to \$100,000.00     | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

### 1.2.6 Plumbing Permit

See fee table below.

| Total Valuation                | Fee                                                                                                                                    |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$1,300.00           | \$50.00                                                                                                                                |
| \$1,301.00 to \$2000.00        | \$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00            |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00     | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.0 to \$100,000.00     | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

|                                                                      |                |
|----------------------------------------------------------------------|----------------|
| <b>1.2.7 International Fire Code Fee Issuance Fee</b>                | <b>\$20.00</b> |
| In Addition:                                                         |                |
| Aircraft Refueling Vehicles                                          | \$30.00        |
| Open Burning                                                         | \$50.00        |
| Candles and Open Flames in Assembly Area                             | \$50.00        |
| Compressed Gas                                                       | \$30.00        |
| Explosives or Blasting Agents                                        | \$150.00       |
| Fireworks (Displays)                                                 | \$150.00       |
| Firework (Sales)                                                     | \$75.00        |
| Flammable Liquids                                                    | \$15.00        |
| Flammable or Combustible Liquid Tanks                                | \$130.00       |
| Hot Work (welding)                                                   | \$15.00        |
| Liquefied Petroleum Gases (heaters and devices up to 5 units)        | \$55.00        |
| Liquefied Petroleum Gases (heaters and devices) each additional unit | \$11.00        |
| Liquefied Petroleum Gases on an active construction site (125+ gal)  | \$130.00       |
| Places of Assembly                                                   | \$50.00        |
| Vehicles (liquid or gas fueled) within a building                    | \$130.00       |
| Others not listed                                                    | \$15.00        |

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

#### 1.2.8 Grading Plan Review and Permit Fees

See fee table below.

| <b>Total Valuation</b>         | <b>Fee</b>                                                                                                                             |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$1,300.00           | \$50.00                                                                                                                                |
| \$1,301.00 to \$2000.00        | \$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00            |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00     | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.0 to \$100,000.00     | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

|                                     |                 |
|-------------------------------------|-----------------|
| <b>1.2.9 <u>Soil Sample Fee</u></b> | <b>\$100.00</b> |
|-------------------------------------|-----------------|

### 1.2.10 Demolition Permit Fee

| Total Valuation                | Fee                                                                                                                                    |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$1,300.00           | \$50.00                                                                                                                                |
| \$1,301.00 to \$2000.00        | \$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00            |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00     | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.0 to \$100,000.00     | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

### 1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

### 1.2.12 Other Inspections and Fees

|                                                                      |                                            |
|----------------------------------------------------------------------|--------------------------------------------|
| Inspections outside normal business hours*                           | \$150.00 per hour (minimum charge 2 hours) |
| Re-inspection fee                                                    | \$150.00 per hour (minimum charge 1 hour)  |
| Additional inspection services*                                      | \$75.00 per hour (minimum charge 1 hour)   |
| Starting work without a permit (first offense)                       | Double (x2) the building permit fee        |
| Continuing work without a permit (second offense)                    | Quadruple (x4) the building permit fee     |
| For use of outside consultants for plan reviews, inspections or both | Actual cost**                              |

\* Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

\*\* Actual Cost includes administrative and overhead costs.

## 1.3 ENGINEERING FEES

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer,

may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

#### 1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

### 1.4 **ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES**

#### 1.4.1 Civil Fee Schedule

|                     |                  |
|---------------------|------------------|
| Daily Violation Fee | \$100.00 per day |
| Re-inspection Fee   | \$75.00          |

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

## **SECTION 2. UTILITY FEES**

**2.1 WATER IMPACT FEES.** Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

### **2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:**

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, ~~2018~~ 2017).

#### 2.2.1.1 Single Family Residential

| Meter Size | Base Rate                  | Meter Price                      |
|------------|----------------------------|----------------------------------|
| 3/4"       | <del>\$47.65</del> \$50.51 | <del>\$755.90</del> \$801.25     |
| 1 "        | <del>\$64.32</del> \$68.18 | <del>\$868.78</del> \$920.91     |
| 1.5"       | <del>\$76.28</del> \$80.86 | <del>\$1,236.00</del> \$1,310.16 |

#### 2.2.1.2 Multi-Family Residential or Commercial

| Meter Size | Base Rate                        | Meter Price                        |
|------------|----------------------------------|------------------------------------|
| 3/4"       | <del>\$61.95</del> \$65.67       | <del>\$755.90</del> \$801.25       |
| 1"         | <del>\$104.81</del> \$111.10     | <del>\$868.78</del> \$920.91       |
| 1.5"       | <del>\$223.89</del> \$237.32     | <del>\$1,236.00</del> \$1,310.16   |
| 2 "        | <del>\$466.91</del> \$494.92     | <del>\$2,186.34</del> \$2,317.41   |
| 3"         | <del>\$1,215.00</del> \$1,288.06 | <del>\$2,586.34</del> \$2,741.52   |
| 4"         | <del>\$2,206.00</del> \$2,338.36 | <del>\$4,506.80</del> \$4,777.21   |
| 6"         | <del>\$4,158.40</del> \$4,407.90 | <del>\$7,011.68</del> \$7,432.38   |
| 8"         | <del>\$7,161.13</del> \$7,590.80 | <del>\$10,531.09</del> \$11,162.96 |

### 2.2.1.3 Irrigation

| Meter Size | Base Rate                        | Meter Price                      |
|------------|----------------------------------|----------------------------------|
| 3/4"       | <del>\$74.56</del> \$86.49       | <del>\$755.90</del> \$801.25     |
| 1"         | <del>\$126.17</del> \$146.36     | <del>\$868.78</del> \$920.91     |
| 1.5"       | <del>\$269.51</del> \$312.63     | <del>\$1,236.00</del> \$1,310.16 |
| 2"         | <del>\$562.04</del> \$651.97     | <del>\$2,186.34</del> \$2,317.41 |
| 3"         | <del>\$1,462.59</del> \$1,696.60 | <del>\$2,586.34</del> \$2,741.52 |
| 4"         | <del>\$2,655.52</del> \$3,080.40 | <del>\$4,506.80</del> \$4,777.21 |
| 6"         | <del>\$5,005.77</del> \$5,806.69 | <del>\$7,011.68</del> \$7,432.38 |

### 2.2.1.4 Construction

Base Rate: ~~\$276.90~~ \$293.51

### 2.2.1.5 Indigent

Base Rate: ~~\$4.07~~ \$4.31

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

#### 2.2.2.1 Single Family Residential

|                         | Block 1                  | Block 2                      | Block 3                       | Block 4                       | Block 5                       | Block 6                       |
|-------------------------|--------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Price per 1,000 gallons | <del>\$5.94</del> \$6.30 | <del>\$9.52</del><br>\$10.09 | <del>\$10.01</del><br>\$10.61 | <del>\$12.97</del><br>\$13.75 | <del>\$15.47</del><br>\$16.40 | <del>\$27.03</del><br>\$28.65 |
| Gallons in Block        | 0-5,000                  | 5,001-15,000                 | 15,001-25,000                 | 25,001-35,000                 | 35,001-55,000                 | Over 55,000                   |

#### 2.2.2.2 Multi-Family Residential

|                                | Block 1                  | Block 2                   | Block 3                    | Block 4                    |
|--------------------------------|--------------------------|---------------------------|----------------------------|----------------------------|
| Price per 1,000 gallons        | <del>\$7.03</del> \$7.45 | <del>\$9.52</del> \$10.09 | <del>\$15.47</del> \$16.40 | <del>\$23.82</del> \$25.25 |
| 3/4" Meter, Allowance in Block | 0-10,000                 | 10,001-36,000             | 36,001-80,000              | Over 80,000                |
| 1" Meter, Allowance in Block   | 0-17,000                 | 17,001-57,000             | 57,001-120,000             | Over 120,000               |
| 1.5" Meter, Allowance in Block | 0-30,000                 | 30,001-100,000            | 100,001-200,000            | Over 200,000               |
| 2" Meter, Allowance in Block   | 0-48,000                 | 48,001-160,000            | 160,001-320,000            | Over 320,000               |
| 3" Meter, Allowance in Block   | 0-96,000                 | 96,001-320,000            | 320,001-640,000            | Over 640,000               |
| 4" Meter, Allowance in Block   | 0-150,000                | 150,001-500,000           | 500,001-1,000,000          | Over 1,000,000             |
| 6" Meter, Allowance in Block   | 0-180,000                | 180,001-600,000           | 600,001-1,200,000          | Over 1,200,000             |

#### 2.2.2.3 Commercial

|                                | Block 1                  | Block 2                    |
|--------------------------------|--------------------------|----------------------------|
| Price per 1,000 gallons        | <del>\$8.34</del> \$8.84 | <del>\$12.92</del> \$13.70 |
| 3/4" Meter, Allowance in Block | 0-150,000                | Over 150,000               |
| 1" Meter, Allowance in Block   | 0-300,000                | Over 300,000               |
| 1.5" Meter, Allowance in Block | 0-500,000                | Over 500,000               |
| 2" Meter, Allowance in Block   | 0-750,000                | Over 750,000               |
| 3" Meter, Allowance in Block   | 0-1,200,000              | Over 1,200,000             |
| 4" Meter, Allowance in Block   | 0-1,700,000              | Over 1,700,000             |
| 6" Meter, Allowance in Block   | 0-1,700,000              | Over 1,700,000             |

#### 2.2.2.4 Irrigation

|                                | Block 1                   | Block 2                    |
|--------------------------------|---------------------------|----------------------------|
| Price per 1,000 gallons        | <del>\$9.52</del> \$10.47 | <del>\$15.47</del> \$17.02 |
| 3/4" Meter, Allowance in Block | 0-56,000                  | Over 56,000                |
| 1" Meter, Allowance in Block   | 0-90,000                  | Over 90,000                |
| 1.5" Meter, Allowance in Block | 0-185,000                 | Over 185,000               |
| 2" Meter, Allowance in Block   | 0-300,000                 | Over 300,000               |
| 3" Meter, Allowance in Block   | 0-600,000                 | Over 600,000               |
| 4" Meter, Allowance in Block   | 0-935,000                 | Over 935,000               |
| 6" Meter, Allowance in Block   | 0-1,865,000               | Over 1,865,000             |

#### 2.2.2.5 Construction ~~\$11.19~~ \$11.86 per 1,000 gallons

#### 2.2.2.6 Indigent

The Indigent Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

#### 2.2.2.7 Contract Rules

The City will honor the rates as they are set by a Council approved contract.

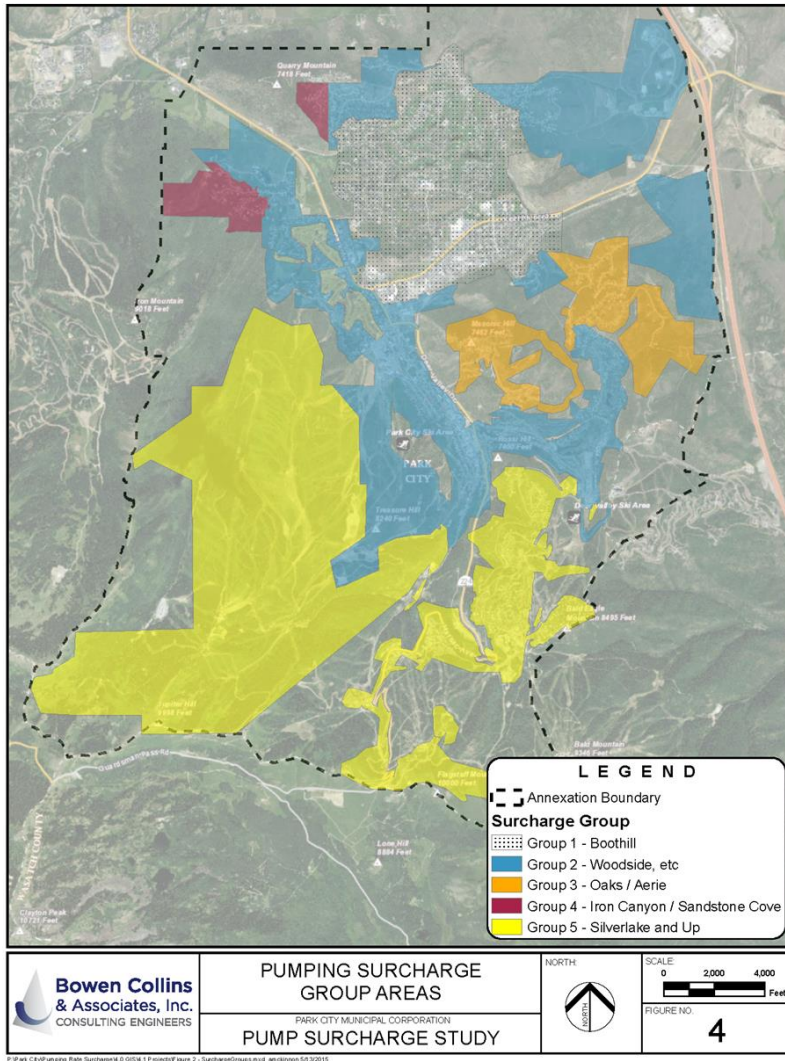
2.2.3 Energy Surcharge (For all water billed on or after July 1, ~~2017~~ 2018). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract ~~rates~~ Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

#### 2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

| Surcharge Group No. | Surcharge Group                 | Pressure Zone Numbers Included in Group            |
|---------------------|---------------------------------|----------------------------------------------------|
| 1                   | Boothill                        | 29                                                 |
| 2                   | Woodside, etc.                  | 8,10,17,18,19,20,21,22,<br>23,24,26,27,30,32,42,48 |
| 3                   | Oaks / Aerie                    | 11,12,13,14,15,16,47                               |
| 4                   | Iron Canyon /<br>Sandstone Cove | 28,31                                              |
| 5                   | Silver Lake and Up              | 1,2,3,4,5,6,7,<br>34,37,38,39,40,41                |





### 2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

| Group No | Pumping Surcharge | Energy Optimization Surcharge | Total Energy Surcharge   |
|----------|-------------------|-------------------------------|--------------------------|
| 1        | \$0.00            | <del>\$0.41</del> \$0.55      | <del>\$0.41</del> \$0.55 |
| 2        | \$0.53            | <del>\$0.60</del> \$0.80      | <del>\$1.13</del> \$1.33 |
| 3        | \$1.19            | <del>\$0.84</del> \$1.12      | <del>\$2.03</del> \$2.31 |
| 4        | \$1.59            | <del>\$0.98</del> \$1.31      | <del>\$2.57</del> \$2.90 |
| 5        | \$2.30            | <del>\$1.24</del> \$1.65      | <del>\$3.54</del> \$3.95 |

**2.3 WATER VIOLATION PENALTIES**

|          |                                                                                      |
|----------|--------------------------------------------------------------------------------------|
| \$150.00 | first violation                                                                      |
| \$200.00 | second violation                                                                     |
| \$400.00 | third violation                                                                      |
| \$500.00 | fourth violation                                                                     |
| \$750.00 | for the fifth violation and for each subsequent violation within that calendar year. |

**2.4 WATER SERVICE REINSTATEMENT FEE** \$100.00

**2.5 WATER METER TESTING FEE** \$100.00 per test

**2.6 WATER LABOR RATE** \$50.00 per hour (rounded up to the nearest half hour)

**2.7 WATER PARTS & SUPPLIES RATE** Cost + 15% stocking fee

**2.8 FIRE HYDRANT METER DEPOSIT FEE**

|                                 |            |
|---------------------------------|------------|
| 2 Inch Meter                    | \$1,950.00 |
| ¾ Inch Meter                    | \$500.00   |
| Fire hydrant wrench deposit fee | \$50.00    |
| Meter Radio                     | \$200.00   |

**2.9 RENTER DEPOSIT** \$50.00

**2.10 NON-MAILED SHUT-OFF NOTICE FEE** \$75.00

**2.11 IMPROPER WATER SHUT-OFF OR TURN ON** \$250.00

**2.12 STORMWATER FEE**

**2.12.1 An Equivalent Surface Unit or ESU** ~~\$4.88~~ \$6.10

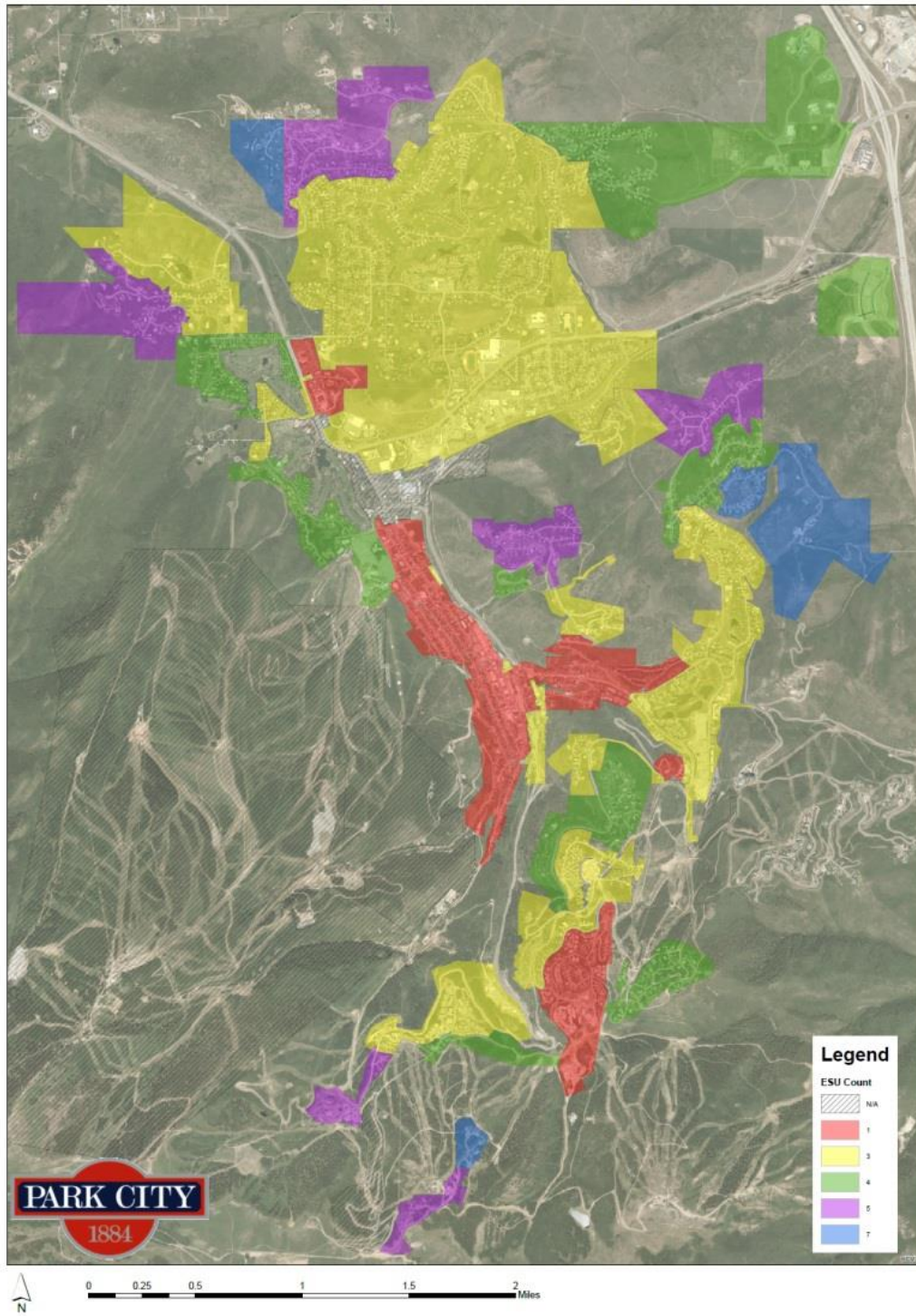
**2.12.1.1 Green Infrastructure Reduction**

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2. This reduction shall expire on June 30<sup>th</sup>, 2020.

**2.12.2 Single Family Residential Initial Assignment**

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

## Park City Stormwater Utility Map



### 2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

## **SECTION 3. SPECIAL MEETINGS FEES**

### **3.1 SPECIAL COUNCIL MEETING**

\$270.00 for initial 30 minutes and  
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called in order to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

### **3.2 TYPE 2 CSL SPECIAL MEETING**

\$76.00 per applicant

## **SECTION 4. BUSINESS LICENSING**

### **4.1**

| <b>PARK CITY BUSINESS LICENSE FEE SCHEDULE</b> |                                        |                        |                                                       |                        |                                 |                        |                           |                              |                        |
|------------------------------------------------|----------------------------------------|------------------------|-------------------------------------------------------|------------------------|---------------------------------|------------------------|---------------------------|------------------------------|------------------------|
|                                                | <b>Transit Service Enhancement Fee</b> |                        | <b>Festival Facilitation, Service Enhancement Fee</b> |                        | <b>Enhanced Enforcement Fee</b> |                        | <b>Administrative Fee</b> |                              |                        |
|                                                | <b>Rate</b>                            | <b>Unit of Measure</b> | <b>Rate</b>                                           | <b>Unit of Measure</b> | <b>Rate</b>                     | <b>Unit of Measure</b> | <b>Rate Renew-als</b>     | <b>Rate New/ Inspections</b> | <b>Unit of Measure</b> |
| Ski Resort                                     | \$0.26                                 | Skier Day              | \$0.01                                                | Skier Day              | -                               | -                      | \$22.00                   | \$149.00                     | License                |
| Lodging                                        | \$19.25                                | Per Bedroom            | \$9.49                                                | Per Bedroom            | -                               | -                      | \$17.00                   | \$149.00                     | License                |
| Restaurant                                     | \$0.23                                 | Per Sq. Ft.            | \$0.10                                                | Per Sq. Ft.            | -                               | -                      | \$22.00                   | \$149.00                     | License                |
| Outdoor Dining                                 | \$0.06                                 | Per Sq. Ft.            | \$0.03                                                | Per Sq. Ft.            | -                               | -                      | \$22.00                   | \$149.00                     | License                |
| Retail                                         | \$0.23                                 | Per Sq. Ft.            | \$0.10                                                | Per Sq. Ft.            | -                               | -                      | \$22.00                   | \$149.00                     | License                |
| Large Retail (>12,000 sq. ft.)                 | \$0.16                                 | Per Sq. Ft.            | \$0.07                                                | Per Sq. Ft.            | -                               | -                      | \$22.00                   | \$149.00                     | License                |
| Office, Service, Other                         | \$0.21                                 | Per Sq. Ft.            | \$0.01                                                | Per Sq. Ft.            | -                               | -                      | \$22.00                   | \$149.00                     | License                |

|                                                      | Transit Service Enhancement Fee |                 | Festival Facilitation, Service Enhancement Fee |                 | Enhanced Enforcement Fee |                 | Administrative Fee |                       |                 |
|------------------------------------------------------|---------------------------------|-----------------|------------------------------------------------|-----------------|--------------------------|-----------------|--------------------|-----------------------|-----------------|
|                                                      | Rate                            | Unit of Measure | Rate                                           | Unit of Measure | Rate                     | Unit of Measure | Rate Renew-als     | Rate New/ Inspections | Unit of Measure |
| Warehouse                                            | \$0.06                          | Per Sq. Ft.     | \$0.00                                         | Per Sq. Ft.     | -                        | -               | \$22.00            | \$149.00              | License         |
| Resort and Amusement                                 | \$1.04                          | Per User        | \$0.05                                         | Per User        | -                        | -               | \$22.00            | \$149.00              | License         |
| For-Hire Vehicles                                    | \$37.50                         | Per Vehicle     | \$1.75                                         | Per Vehicle     | \$45.58                  | Per Vehicle     | \$71.83            | \$71.83               | License         |
| Other Commercial Vehicles and Trailers               | \$7.50                          | Per Vehicle     | \$0.29                                         | Per Vehicle     | -                        | -               | \$22.00            | \$149.00              | License         |
| Employee Based                                       | \$3.75                          | Per Employee    | \$0.15                                         | Per Employee    | -                        | -               | \$22.00            | \$149.00              | License         |
| Commercial Vending, Game and Laundry Machines        | \$18.75                         | Per Machine     | \$0.73                                         | Per Machine     | -                        | -               | \$22.00            | \$149.00              | License         |
| Escort Services                                      | \$3.75                          | Per Employee    | \$0.15                                         | Per Employee    | \$46.19                  | Per Employee    | \$22.00            | \$149.00              | License         |
| Solicitor                                            | \$10.50                         | Per Solicitor   | \$2.50                                         | Per Solicitor   | -                        | -               | \$75.00            | \$75.00               | License         |
| Alcoholic Beverage / Single Event Alcoholic Beverage | \$27.92                         | Per License     | \$12.50                                        | Per License     | \$45.58                  | Per License     | \$100.00           | \$100.00              | License         |
| Type 1 CSL                                           | \$0.23                          | Per Sq. Ft.     | \$0.10                                         | Per Sq. Ft.     | -                        | -               | -                  | \$149.00              | License         |
| Type 2 CSL                                           | \$288.00                        | Per License     | \$125                                          | Per License     | \$45.58                  | Per License     | -                  | \$372.00              | License         |
| Type 3 CSL                                           | -                               | -               | -                                              | -               | -                        | -               | -                  | \$149.00              | License         |



|                                                    | Transit Service Enhancement Fee                   |                 | Festival Facilitation, Service Enhancement Fee |                 | Enhanced Enforcement Fee |                 | Administrative Fee |                       |                 |
|----------------------------------------------------|---------------------------------------------------|-----------------|------------------------------------------------|-----------------|--------------------------|-----------------|--------------------|-----------------------|-----------------|
|                                                    | Rate                                              | Unit of Measure | Rate                                           | Unit of Measure | Rate                     | Unit of Measure | Rate Renew-als     | Rate New/ Inspections | Unit of Measure |
| Outdoor Sales                                      | *In addition to regularly issued business license |                 |                                                |                 |                          |                 |                    | \$5.00                | License         |
| Outdoor Sales - Promotion by Merchants Association | *In addition to regularly issued business license |                 |                                                |                 |                          |                 |                    | \$4.00                | License         |
| Outdoor Sales - Seasonal Plants                    |                                                   |                 |                                                |                 |                          |                 |                    | \$50.00               | License         |

#### 4.2.1. Type 1 Convention Sales and Hospitality Licenses \$149.00

A fee of \$149.00 will be charged for each additional vendor or business listed on an umbrella application

#### 4.2.2 Type 2 Convention Sales and Hospitality Licenses \$372.00

(effective during the Sundance Film Festival). A fee of \$372.00 will be charged for each vendor or business on an umbrella application.

#### 4.3 Beer and Liquor Licensing Fee. \$100.00 per license

**4.4 Solicitors Licensing Fee.** \$75.00 annually for each person licensed as a solicitor, except that any business which has already paid its solicitation fee of \$75.00 shall pay \$10.00 annually for every additional solicitor.

#### 4.5 Outdoor Sales

\$5.00 In addition to the regularly issued business license for that business.

\$4.00 In addition to the regularly issued business license for that business if business is a member of merchant's association organizing the outdoor sale.

\$50.00 Seasonal plants, Christmas trees or landscaping materials for a maximum period of 8 weeks per year.

## **SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.**

### **5.1 Alarm Monitoring Fees**

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

### **5.2 Direct Access Alarms**

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

### **5.3 Dispatching Fee**

\$100.00 Per month for each private agency being dispatched from the City Communication Center.

### **5.4 Vehicle Impound Fee**

\$20.00 Per vehicle, per impound (also see Section 7.7).

### **5.5 Contract Law Enforcement Services**

Police Officer (per employee, per hour - four hour minimum) \$75.00

Holiday (per employee, per hour - four hour minimum) \$165.00

## **SECTION 6. GRAMA (Government Records Access and Management Act) FEES.**

**6.1 Copies.** Copies made at a city facility: \$.10 per page. Double-sided copies shall be charged as two pages.

**6.2 Copies from outside copiers.** The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

**6.3 Copies retrieved from Utah State Archives or other storage facility.** In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

**6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2008).** In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word

processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (i) and (ii).

(b) An hourly charge under this section may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (a) and (b), no charge may be made for the first quarter hour of staff time.

**6.5 Fee Waiver for Public Benefit.** The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

## **SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES**

### **7.1 Fines for meter violations** are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the meter system.

Second thru Fifth (2<sup>nd</sup> - 5<sup>th</sup>) violation per registered owner(s):

~~Effective July 1, 2017 — December 14, 2017~~

~~\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

~~\$40.00 after 14 days;~~

~~\$60.00 after 30 days;~~

~~\$80.00 after 60 days~~

Effective December 15, 2017

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$70.00 after 14 days;

\$107.00 after 30 days;

\$143.00 after 60 days

More than five (>5) violations per registered owner(s):

~~Effective July 1, 2017 — December 14, 2017~~

~~\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

~~\$60.00 after 14 days—~~

~~\$80.00 after 30 days~~

~~\$100.00 after 60 days~~



Effective December 15, 2017

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$105.00 after 14 days;

\$139.00 after 30 days;

\$173.00 after 60 days

**7.2 Fines for mobility disabled space violations** are as follows:

~~Effective July 1, 2017 — December 14, 2017~~

~~\$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

~~\$170.00 after 14 days;~~

~~\$190.00 after 30 days;~~

~~\$210.00 after 60 days~~

Effective December 15, 2017

\$270.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$305.00 after 14 days;

\$338.00 after 30 days;

\$373.00 after 60 days

**7.3 Fines for special event parking violations.** When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;

\$190.00 after 30 days;

\$210.00 after 60 days

B. Fines for all other special event parking violations.

~~Effective July 1, 2017 — December 14, 2017~~

~~\$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:~~

~~\$95.00 after 14 days;~~

~~\$115.00 after 30 days;~~

~~\$135.00 after 60 days~~

Effective December 15, 2017

\$145.00 from the date of violation until fourteen (14) days following the violation

\$145.00 after 14 days;

\$145.00 after 30 days;

\$145.00 after 60 days

**7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS** are as follows:

~~Effective July 1, 2017—December 14, 2017~~

~~\$20.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:~~

~~\$50.00 after 14 days;~~

~~\$70.00 after 30 days;~~

~~\$90.00 after 60 days~~

Effective December 15, 2017

\$35.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:

\$87.00 after 14 days;

\$122.00 after 30 days;

\$157.00 after 60 days

Second thru Fifth (2<sup>nd</sup> - 5<sup>th</sup>) violation per registered owner(s):

~~Effective July 1, 2017—December 14, 2017~~

~~\$20.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:~~

~~\$50.00 after 14 days;~~

~~\$70.00 after 30 days;~~

~~\$90.00 after 60 days~~

Effective December 15, 2017

\$35.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:

\$87.00 after 14 days;

\$122.00 after 30 days;

\$157.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):

~~Effective July 1, 2017—December 14, 2017~~

~~\$40.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:~~

~~\$60.00 after 14 days;~~

~~\$80.00 after 30 days;~~

~~\$100.00 after 60 days;~~

Effective December 15, 2017

\$70.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:

\$105.00 after 14 days;

\$139.00 after 30 days;

\$173.00 after 60 days

**7.5 Fines for all other parking violations** are as follows:

~~Effective July 1, 2017—December 14, 2017  
\$30.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:  
\$50.00 after 14 days;  
\$70.00 after 30 days;  
\$90.00 after 60 days~~

Effective December 15, 2017  
\$40.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:  
\$66.00 after 14 days;  
\$92.00 after 30 days;  
\$116.00 after 60 days

Second thru Fifth (2<sup>nd</sup> - 5<sup>th</sup>) violation per registered owner(s):

~~Effective July 1, 2017—December 14, 2017  
\$50.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:  
\$70.00 after 14 days;  
\$90.00 after 30 days;  
\$110.00 after 60 days;~~

Effective December 15, 2017  
\$66.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:  
\$92.00 after 14 days;  
\$116.00 after 30 days;  
\$141.00 after 60 days

More than five (>5) violations per registered owner(s):

~~Effective July 1, 2017—December 14, 2017  
\$50.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:  
\$70.00 after 14 days;  
\$90.00 after 30 days;  
\$110.00 after 60 days;~~

Effective December 15, 2017  
\$66.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:  
\$92.00 after 14 days;  
\$116.00 after 30 days;  
\$141.00 after 60 days

## 7.6 Parking Permits.

China Bridge Parking Permits –Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$400.00 annually, \$200.00 if purchased after April 1<sup>st</sup> of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

**7.7 Special Event Parking.** The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$60.00 per day.

**7.8 Tow and Storage Fees.** Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

**7.9 Immobilization Fee** \$35.00

**7.10 Fees for Special Use of Public Parking** are as follows:

|                                                                                     |                                   |
|-------------------------------------------------------------------------------------|-----------------------------------|
| Main Street, Heber Avenue, Park Avenue (Heber to 9 <sup>th</sup> St):               | Daily rate of \$16.00 per space   |
| Swede Alley:                                                                        | Daily rate of \$12.00 per space   |
| Sandridge, South City Park, Residential Permit Zones:                               | Monthly rate of \$20.00 per space |
| a. Up to two spaces for vehicle parking<br>with approved and active building permit | \$0.00                            |
| b. Vehicle Permits                                                                  | \$20.00 per space per month       |
| c. Dumpster or Equipment Permit                                                     | \$50.00 per space per month       |
| Pay station removal for construction:                                               | \$1,000.00                        |
| Application Fee:                                                                    | \$20.00                           |

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

**7.11 Garage and Surface Lot Parking Rates**, Effective December 15, 2017:

**Peak Season, December through April 15 and June through September**

China Bridge:

11:00 a.m.-5:00 p.m. – FREE, no hourly max  
5:00 p.m.-Midnight – 1<sup>st</sup> hour FREE  
\$3.00/hour after, no hourly max  
Hourly rate may be modified, and may not exceed \$4.00/hour  
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max  
11:00 a.m.-5:00p.m. – FREE, 4 hour max  
5:00 p.m.-Midnight – \$3.00/hour, 4 hour max  
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5:00 p.m. – FREE, 24 hour max  
5:00 p.m.-Midnight – \$1.00/hour, 24 hour max  
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5:00 p.m. – FREE, 72 hour max  
5:00 p.m.-Midnight – FREE, 72 hour max

South Marsac:

AM-5:00 p.m. – FREE, 2 hour max  
5:00 p.m.-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max  
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max  
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6:00 a.m.-2:00 a.m. – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6:00 a.m.-2:00 a.m. – Load Zone, 2 hour max.

Gateway top level:

FREE for Main Street permit holders

**Non-Peak Season, April 15 through May and October through November**

China Bridge:

11:00 a.m.-5:00 p.m. – FREE-No hourly max  
5:00 p.m.-Midnight – 1<sup>st</sup> hour FREE  
\$1.00/hour after free first hour, no hourly max  
Hourly rate may be modified, and may not exceed \$3.00/hour

Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max

11:00 a.m.-5:00 p.m. – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5:00 p.m. – FREE, no hourly max

5:00 p.m.-Midnight – FREE, no hourly max

**7.12 Meter rates** are as follows:

~~Effective July 1, 2017 – December 14, 2017~~

~~For Main Street and the Brew Pub lot: \$1.50 per hour up to a three hour limit. Metered parked hours are 11:00 a.m. – 11:00 p.m. daily.~~

**Effective December 15, 2017**

**Peak Season**

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$5.00/hour

**Non-Peak Season**

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$1.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$1.50/hour

5:00 p.m.-Midnight – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

~~**7.13 In-car meter devices, Effective July 1, 2017 – December 14, 2017:**~~

~~Free with purchase of \$50.00 or more of prepaid parking time. In-car meter and prepaid card parking time is available to residents at a 46.67% discount equivalent to \$0.80 per hour. As of December 15, 2017 in-car meter devices will no longer be an acceptable method of payment.~~

~~7.14 Tokens are available for sale as follows, Effective July 1, 2017—December 14, 2017:~~

~~Up to 50 tokens: \$0.50 each  
50-299 tokens: \$0.40 each (20% discount)  
300 or more tokens: \$0.35 each (35% discount)~~

Effective December 15, 2017 Tokens will no longer be an acceptable method of payment.

#### **7.15 Meter payment by cell phone:**

Users sign up for a free account. Meter rates in Section 7.12 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

### **SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES**

**8.1 PURPOSE AND PHILOSOPHY.** Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

**8.2 COST RECOVERY.** It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

**8.3. ESTABLISHING USER FEES.** Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

**8.3.1 Area Resident Discount:** Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published in the Recreation Services annual brochure (PLAY Magazine). In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

8.3.5 Discounting Fees: The Recreation Services Manager may, at his or her discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Services Manager may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.



#### 8.4. RECREATION CENTER:

##### 8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

| <b>Punch Passes</b>           | <b>Resident</b> | <b>Visitor</b> |
|-------------------------------|-----------------|----------------|
| Youth (3 to 17) 10 Punch      | \$28.00         | \$40.00        |
| Adult 10 Punch                | \$80.00         | \$100.00       |
| Senior & Military 10 Punch    | \$60.00         | \$70.00        |
| Child Care 10 Punch (10 hrs.) | \$35.00         |                |

##### Tennis & Pickleball Court Charges

##### Hourly Court Fees

|               | Indoor   | Outdoor |
|---------------|----------|---------|
| Resident rate | \$28.00  | \$12.00 |
| Visitor rate  | \$40.00- | \$16.00 |

##### Pickleball Outdoor Court Time Passes

|         |          |
|---------|----------|
| 1 month | \$65.00  |
| 3 month | \$180.00 |

##### Other Tennis & Pickleball Fees

|                                         |            |
|-----------------------------------------|------------|
| Private Lesson 1 hour                   | \$78.00    |
| Private Lesson 1/2 hour                 | \$42.00    |
| Semi Private Lesson 1 hour (Per person) | \$41.00    |
| Group of 3 (Per person)                 | \$30.00    |
| Group of 4 (Per person)                 | \$25.00    |
| Clinic drop-in fee 1 hr                 | \$17.00    |
| Clinic drop-in fee 1.5 hours            | \$26.00    |
| Ball Machine per hour                   | \$12.00    |
| Tennis Courts Non Athletic (Daily)      | \$3,000.00 |

| <b>Daily Drop In</b>            | <b>Resident</b> | <b>Visitor</b> |
|---------------------------------|-----------------|----------------|
| Toddlers 2 & Under              | Free            | Free           |
| Youth (3 to 17)                 | \$3.00          | \$5.00         |
| Adult                           | \$8.00          | \$12.00        |
| Senior 70+ & Military           | \$6.00          | \$7.00         |
| Fitness Classes                 | \$10.00         | \$15.00        |
| Senior/Military Fitness Classes | \$8.00          | \$9.00         |

Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

##### **Individual Rate**

| <b>Term</b> | <b>Facility Rate</b> | <b>Class Add On</b> | <b>Total</b> |
|-------------|----------------------|---------------------|--------------|
| 1 Month     | \$43.00              | \$22.00             | \$65.00      |
| 3 Month     | \$120.00             | \$60.00             | \$180.00     |

|          |          |          |          |
|----------|----------|----------|----------|
| 6 Month  | \$222.00 | \$108.00 | \$330.00 |
| 12 Month | \$408.00 | \$192.00 | \$600.00 |

#### **Senior 70+ & Military Individual Rate**

| <b>Term</b> | <b>Facility Rate</b> | <b>Class Add On</b> | <b>Total</b> |
|-------------|----------------------|---------------------|--------------|
| 1 Month     | \$38.00              | \$22.00             | \$60.00      |
| 3 Month     | \$107.00             | \$60.00             | \$167.00     |
| 6 Month     | \$196.00             | \$108.00            | \$304.00     |
| 12 Month    | \$358.00             | \$192.00            | \$550.00     |

#### **Couple Rate**

| <b>Term</b> | <b>Facility Rate</b> | <b>Class Add On</b> | <b>Total</b> |
|-------------|----------------------|---------------------|--------------|
| 1 Month     | \$77.00              | \$38.00             | \$115.00     |
| 3 Month     | \$231.00             | \$108.00            | \$339.00     |
| 6 Month     | \$372.00             | \$182.00            | \$554.00     |
| 12 Month    | \$681.00             | \$325.00            | \$1,006.00   |

#### **Senior 70+ & Military Couple Rate**

| <b>Term</b> | <b>Facility Rate</b> | <b>Class Add On</b> | <b>Total</b> |
|-------------|----------------------|---------------------|--------------|
| 1 Month     | \$70.00              | \$38.00             | \$108.00     |
| 3 Month     | \$210.00             | \$108.00            | \$318.00     |
| 6 Month     | \$335.00             | \$182.00            | \$517.00     |
| 12 Month    | \$613.00             | \$325.00            | \$938.00     |

#### **PC MARC Tennis Passes**

| <b>Term</b> | <b>Single</b> | <b>Couple</b> | <b>Additional Family Member</b> |
|-------------|---------------|---------------|---------------------------------|
| 1 Month     | \$200.00      | \$320.00      | \$30.00                         |
| 3 Month     | \$475.00      | \$760.00      | \$60.00                         |
| 6 Month     | \$775.00      | \$1,345.00    | \$110.00                        |
| 12 Month    | \$1,210.00    | \$2,150.00    | \$225.00                        |

| <b>Gymnasium</b> | <b>Hourly Resident</b> | <b>Hourly Visitor</b> | <b>Daily</b> |
|------------------|------------------------|-----------------------|--------------|
| Full Gym         | \$65.00                | \$125.00              |              |
| Half Gym         | \$35.00                | \$75.00               |              |
| Non Athletic     |                        |                       | \$1,400.00   |

|                        |                                              |                                               |
|------------------------|----------------------------------------------|-----------------------------------------------|
| <b>Fitness Studios</b> | \$65.00 (for profit)<br>\$35.00 (non-profit) | \$125.00 (for profit)<br>\$75.00 (non-profit) |
|------------------------|----------------------------------------------|-----------------------------------------------|

#### **Other Fees**

|                                                 |          |
|-------------------------------------------------|----------|
| Visitor 10 Punch Card                           | \$100.00 |
| 1 Month Visitor Pass                            | \$100.00 |
| Child Care Per Hr.                              | \$4.00   |
| Personal Training 1 Hour                        | \$50.00  |
| Personal Training Punch Card (12 visits)        | \$500.00 |
| Couple Personal Training Punch Card (12 visits) | \$699.00 |
| Birthday Party                                  | \$150.00 |
| Party Room per hour                             | \$50.00  |

**8.5 GOLF FEES.** The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September  
Off-Season- Pre-Memorial Day, October and November

|                                 |            |
|---------------------------------|------------|
| Resident Season Pass            | \$1050.00  |
| Junior Pass                     | \$425.00   |
| Jr. /Sr. Punch Pass             | \$300.00   |
| Corporate Pass                  | \$3,000.00 |
| Resident 18 Hole                | \$36.00    |
| Resident 18 Hole with Cart      | \$51.00    |
| Utah Resident 18 Hold           | \$46.00    |
| Utah Resident 18 Hole with Cart | \$61.00    |
| Non-Resident 18 Hole            | \$52.00    |
| Non-Resident 18 Hole with Cart  | \$67.00    |
| Resident 9 Hole                 | \$18.00    |
| Resident 9 Hole with Cart       | \$25.50    |
| Utah Resident 9 Hole            | \$23.00    |
| Utah Resident 9 Hole with Cart  | \$30.50    |
| Non-Resident 9 Hole             | \$26.00    |
| Non-Resident 9 Hole with Cart   | \$33.50    |
| Resident Off-Season 18 Hole     | \$26.00    |
| Non-Resident Off-Season 18 Hole | \$30.00    |
| Small Range Bucket              | \$4.00     |
| Large Range Bucket              | \$8.00     |

**8.6. LIBRARY FEES.** The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users. The Library also charges fines for materials that are overdue.

Non-Resident Card Fees

|                                    |                  |
|------------------------------------|------------------|
| Household                          | \$40.00 per year |
| Non-City Limits Visitor (6 months) | \$20.00 plus     |
| Students residing in Summit County | Free             |
| Wasatch County Student Cards       | \$15.00 per year |

|                                |                        |
|--------------------------------|------------------------|
| Organization card - non-profit | \$45.00 per year       |
| Organization card - for-profit | \$55.00 per year       |
| Interlibrary Loans             | \$1.00 charge per item |

### Late Fees

| <u>Items</u>                            | <u>Fines</u>                                  |
|-----------------------------------------|-----------------------------------------------|
| Books, Audio Books, Maps, and Music CDs | \$0.10/day (\$5.00 Max)                       |
| <del>Videos</del> , DVDs, magazines     | \$0.10/day (\$5.00 Max)                       |
| Rapid Readers                           | \$1.00/day (\$10.00 Max)                      |
| YouCreate Lab Equipment                 | \$10.00/day                                   |
| Lost or Damaged Items                   | Replacement cost plus a \$5.00 processing fee |
| Lost Library Cards                      | \$2.00                                        |

Outstanding fines may be waived at the discretion of the Library Director in exchange for food, as specified in the adopted "Food for Fines" Policy (Approved 4/9/2014 Park City Library Board)

**8.7. CEMETERY FEES.** Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

|                                                                                  | <u>Resident<br/>Fees</u> | <u>Eligible<br/>Non-Resident<br/>Fees</u> |
|----------------------------------------------------------------------------------|--------------------------|-------------------------------------------|
| Single adult grave                                                               | \$300.00                 | \$600.00                                  |
| Single infant grave                                                              | \$150.00                 | \$300.00                                  |
| Opening and closing adult grave                                                  | \$600.00                 | \$600.00                                  |
| Opening and closing infant grave                                                 | \$360.00                 | \$360.00                                  |
| Removal of adult from one grave to another within cemetery                       | \$960.00                 | \$960.00                                  |
| Removal of infant from one grave to another within cemetery                      | \$720.00                 | \$720.00                                  |
| Removal of adult for interment outside cemetery                                  | \$480.00                 | \$480.00                                  |
| Removal of infant for interment outside cemetery                                 | \$360.00                 | \$360.00                                  |
| Schil for flower beds/grave                                                      | N/A                      | N/A                                       |
| Additional charge for after hour burials including Saturdays, holidays, weekends | \$200.00                 | \$300.00                                  |
| Interment of cremated remains                                                    | \$70.00                  | \$140.00                                  |
| Monument grave marker maintenance                                                | \$100.00                 | \$100.00                                  |
| Memorial Wall plaque space                                                       | \$250.00                 | \$500.00                                  |

**8.7.1. Cemetery Fee Waivers.** Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and

police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

**8.8. PARK PAVILLION RENTAL FEES.** It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

| <u>Rotary and South-End of City Park Pavilions</u>             | <u>Half Day</u> | <u>Full Day</u> |
|----------------------------------------------------------------|-----------------|-----------------|
| Residents within Park City School District                     | \$ 60.00        | \$ 85.00        |
| Non-residents/commercial<br>+\$100 refundable cleaning deposit | \$125.00+       | \$200.00+       |

**8.9. MINERS HOSPITAL COMMUNITY CENTER FEES.** This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.  
 Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.  
 Group 3: Activities which are closed to the public such as private receptions, conferences or parties.  
 Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

| <b>Location</b>                       | <b>Group 1</b> | <b>Group 2</b> | <b>Group 3</b> | <b>Group 4</b> |
|---------------------------------------|----------------|----------------|----------------|----------------|
| Miners Hospital 1 <sup>st</sup> Floor | Free           | \$18/Hour      | \$23/Hour      | \$30/Hour      |
| Miners Hospital 2 <sup>nd</sup> Floor | Free           | \$18/Hour      | \$23/Hour      | \$30/Hour      |
| Miners Hospital 3 <sup>rd</sup> Floor | Free           | \$15/Hour      | \$20/Hour      | \$25/Hour      |
| Miners Hospital Basement              | Free           | \$15/Hour      | \$20/Hour      | \$25/Hour      |

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

**\*\*a** \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

**\*\*\*a** \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

### 8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows.

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

| Location                      | Room                    | Occ. | Group 1     | Group 2     | Group 3-4                                        | Non-Cleaning Fine       |
|-------------------------------|-------------------------|------|-------------|-------------|--------------------------------------------------|-------------------------|
| Library 1 <sup>st</sup> Floor | Entry Hall              | 43   | Unavailable | Unavailable | \$300/Hour<br>(Unavailable during library hours) | \$20/hour, \$40 minimum |
| Library 1 <sup>st</sup> Floor | Entry Hall Patio        | 90   | Unavailable | Unavailable | \$400/Hour<br>(Unavailable during library hours) | \$20/hour, \$40 minimum |
| Library 1 <sup>st</sup> Floor | Public Meeting Room 101 | 34   | Free        | \$25/Hour   | \$50/Hour                                        | \$20/hour, \$40 minimum |

|                                  |                             |       |      |             |                                                   |                               |
|----------------------------------|-----------------------------|-------|------|-------------|---------------------------------------------------|-------------------------------|
| Library<br>2 <sup>nd</sup> Floor | Study Rooms 1<br>- 8        | 3 - 6 | Free | Unavailable | Free (Unavailable<br>outside library<br>hours)    | \$20/hour,<br>\$40<br>minimum |
| Library<br>2 <sup>nd</sup> Floor | Meeting Room<br>201         | 34    | Free | \$25/Hour   | \$50/Hour                                         | \$20/hour,<br>\$40<br>minimum |
| Library<br>2 <sup>nd</sup> Floor | North<br>Conference<br>Room | 12    | Free | \$20/Hour   | \$40/Hour                                         | \$20/hour,<br>\$40<br>minimum |
| Library<br>2 <sup>nd</sup> Floor | South<br>Conference<br>Room | 12    | Free | \$20/Hour   | \$40<br>(unavailable<br>outside Library<br>hours) | \$20/hour,<br>\$40<br>minimum |
| Library<br>3 <sup>rd</sup> Floor | Public Meeting<br>Room 301  | 34    | Free | \$25/Hour   | \$50/Hour                                         | \$20/hour,<br>\$40<br>minimum |
| Library<br>3 <sup>rd</sup> Floor | Jim Santy<br>Auditorium     | 516   | Free | \$95/Hour   | \$200/Hour                                        | \$20/hour,<br>\$40<br>minimum |
| Library<br>3 <sup>rd</sup> Floor | Community<br>Room           | 85    | Free | \$75/Hour   | \$150/Hour                                        | \$20/hour,<br>\$40<br>minimum |
| Library<br>3 <sup>rd</sup> Floor | Kitchen                     | 10    | Free | \$30        | \$40                                              | \$20/hour,<br>\$40<br>minimum |

#### Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

**SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.**

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

| <u>Ice Arena Admission Fees</u> | <u>Local<br/>Area Rates</u> | <u>Outside<br/>Area Rates</u> |
|---------------------------------|-----------------------------|-------------------------------|
|---------------------------------|-----------------------------|-------------------------------|

Youth = 6-17 year olds; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

|                                                       |                        |                          |
|-------------------------------------------------------|------------------------|--------------------------|
| Public Skate – 5 years & under                        | Free                   | Free                     |
| Public skate – youth & adult                          | \$6.00                 | \$10.00                  |
| <del>Public skate – adult</del>                       | <del>\$6.50</del>      | <del>\$10.50</del>       |
| Cheap Skate (includes skate rental)                   | \$6.00                 | <del>\$9.50</del> 10.00  |
| Group Rates (20+) includes admissions & skates rental | <del>\$7.00</del> 6.00 | <del>\$11.00</del> 10.00 |
| School Rate – includes skate rental                   | \$6.00                 | \$10.00                  |
| Skate rental                                          | <del>\$3.50</del> 4.00 | <del>\$3.50</del> 4.00   |
| Drop-in hockey - youth                                | \$8.00                 | \$12.00                  |
| Drop-in hockey - adult                                | \$10.50                | \$14.00                  |
| Coached Drop-in Hockey – adult                        | \$12.50                | \$16.00                  |
| Coached Drop-in Hockey – youth                        | \$10.00                | \$13.00                  |
| Coffee Club Drop-in Hockey                            | \$5.00                 | \$5.00                   |

\*Goalies may play for free during Stick & Puck if they are available for others to shoot on and not in a lesson. Goalies can play Drop-in program for free if there is space available. The respective Drop-in hockey fee applies if the goalie is in a lesson or would like to reserve their spot.

|                                          |                    |                    |
|------------------------------------------|--------------------|--------------------|
| <del>Drop-in Speed Skating – youth</del> | <del>\$8.00</del>  | <del>\$12.00</del> |
| <del>Drop-in Speed Skating – adult</del> | <del>\$10.50</del> | <del>\$14.00</del> |
| Freestyle- 5 & Under, Only in lesson     | \$5.00             | \$5.00             |



|                                                                                                                 |                          |                          |
|-----------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| Freestyle-Youth                                                                                                 | \$8.00                   | \$12.00                  |
| Freestyle-Adult                                                                                                 | \$10.50                  | \$14.00                  |
| Drop-in Curling                                                                                                 | <del>\$12.50</del> 20.00 | <del>\$16.00</del> 24.00 |
| Drop-in Broomball                                                                                               | <del>\$10.50</del> 14.00 | <del>\$14.00</del> 18.00 |
| Broomball Rental (individual)                                                                                   | \$3.50                   | \$3.50                   |
| Drop-in Skating Class                                                                                           | \$15.00                  | \$18.00                  |
| Off-Ice <del>Strength &amp; Conditioning</del><br>Programing (Strength & Conditioning, Ballet, Skate Treadmill) | \$11.50                  | \$14.00                  |
| Off- Ice Ballet                                                                                                 | \$11.50                  | \$14.00                  |
| Skate Treadmill (does not include coach fee)                                                                    | \$11.50                  | \$14.00                  |
| Visiting Coach Fee                                                                                              | \$16.00                  | \$16.00                  |

#### 10 Session Punch Cards

Punch cards are available for Public Skate, Drop-in Hockey and Freestyle sessions at a discount equal to \$.50 per session. Punch card fees are adjusted to reflect the admission of residents and non- residents. Punch cards are also available for skate sharpening and Coffee Club drop-in hockey program with no discount simply for convenience. Punch cards should be paid in full at the time of purchase. If the balance on a punch card is not paid in full within 7 calendar days (one week) a 10% late fee will be applied.

#### Annual Passes

|                                                                |                    |
|----------------------------------------------------------------|--------------------|
| Platinum (Freestyle, Off- Ice, Public Skate, Skate Sharpening) | \$4,500            |
| Single Annual Payment                                          | \$4,750            |
| Semi Annual Payment                                            | \$4,900            |
| <del>Silver (Freestyle)</del>                                  | <del>\$3,400</del> |
| Bronze (Public Skate):                                         |                    |
| Family (Up to 4 family members)                                | \$550              |
| Additional Family Member                                       | \$50               |
| Adult                                                          | \$260              |
| Youth (6-17 year olds/Senior +55 years)                        | \$190              |

#### Hourly Ice

|                                           |                      |
|-------------------------------------------|----------------------|
| Tax Exempt User Groups*/Employees         | \$200                |
| Local <del>Rate / Local Non-Profits</del> | \$215                |
| Camp                                      | \$290                |
| For-profit                                | <del>\$290</del> 325 |

\*\*User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).

#### Room Rental

Multi-purpose Rooms \$40/hr. (per room)  
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

### Daily Facility Rental

The daily facility rental fee includes the use of the party rooms with the applicable hourly ice rate when eight or more hours of ice are rented in one day.

### Birthday Parties

|                             |       |
|-----------------------------|-------|
| Basic Package               | \$175 |
| Super Star Birthday Package | \$300 |

### Equipment (per hour)

|                             |                |
|-----------------------------|----------------|
| Broomball                   | \$50           |
| Curling                     | \$25/hour/lane |
| Hockey (non-program rental) | \$10/week      |
| Dividers                    | \$25           |

### Cleaning Fee

|                       |                             |
|-----------------------|-----------------------------|
| Rentals 1-50 people   | <del>\$25/hour</del> \$50   |
| Rentals 51-100 people | <del>\$50/hour</del> \$100  |
| Rentals 101+ people   | <del>\$100/hour</del> \$200 |

### Skate Services

Fees listed below are for services requested for 24 hours or more. An Additional fee may be paid for services requested within 24 hours. Punch cards available for overnight services only. There is no discount for skate sharpening punch cards, they are available for convenience. Pre-payment is required for all skate sharpening, ~~the punch card is product of convenience.~~

|                                        |                     |  |
|----------------------------------------|---------------------|--|
| Hockey Skate Sharpening                | \$5.50              |  |
| <del>24 Hours</del>                    | <del>\$5.50</del>   |  |
| <del>Same Day (up to 24 hours)</del>   | <del>\$8.50</del>   |  |
| <del>Punch Card (10 punch)</del>       | <del>\$55.00</del>  |  |
| Goalie Skate Sharpening                | \$6.50              |  |
| <del>24 Hours</del>                    | <del>\$6.50</del>   |  |
| <del>Same Day (up to 24 hours)</del>   | <del>\$9.50</del>   |  |
| <del>Punch Card (10 punch)</del>       | <del>\$65.00</del>  |  |
| Figure Skate Sharpening                | \$7.50              |  |
| <del>24 Hours</del>                    | <del>\$7.50</del>   |  |
| <del>Same Day (up to 24 hours)</del>   | <del>\$10.50</del>  |  |
| <del>Punch Card (10 punch)</del>       | <del>\$75.00</del>  |  |
| Competitive Figure Skate Sharpening    | \$10.50             |  |
| <del>24 Hours</del>                    | <del>\$10.50</del>  |  |
| <del>Same Day (up to 24 hours)</del>   | <del>\$13.50</del>  |  |
| <del>Punch Card (10 Punch)</del>       | <del>\$110.00</del> |  |
| Custom Radius                          | \$20.00             |  |
| Figure Skate Sealing                   | \$30.00             |  |
| Rivets Replacements                    | \$2.00 (ea.)        |  |
| Figure Skate Blade Mounting (per pair) | \$25.00             |  |
| Skate Fitting (without purchase)       | \$20.00             |  |

### Locker Rental (Annual Fee)

|                |                    |                     |
|----------------|--------------------|---------------------|
| Regular Locker | <u>First Floor</u> | <u>Second Floor</u> |
|                | \$180              | \$130               |

|              |       |       |
|--------------|-------|-------|
| Large Locker | \$210 | \$160 |
|--------------|-------|-------|

#### Gate Fees

The Park city Ice Arena will take 25% of any gate fees collected for an event.

#### Vendor Fees

The Park City Ice Arena will charge a flat fee of \$50.00/day for any food, beverage or merchandise sold. Vendors are not permitted to sell products that are sold by the Park City Ice Arena.

#### Advertising Fees and Sponsorship Fees

|                           |                            |
|---------------------------|----------------------------|
| Dasher Board Ads          | \$800-\$1,600              |
| In Ice Ads \$25/sq. foot  | \$2,000                    |
| Speed Skating Pad Pockets | \$150                      |
| Wall Banners              | \$2,500                    |
| Glass Decals              | \$400                      |
| Program Sponsorship       | Varies by program          |
| Information Screen        | \$150/month                |
| Scoreboard Screen         | \$150/month / \$1,500/year |

Note: All user groups will receive a free dasher board ad on the east side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.

9.2. Recreation Program Fees: The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

9.3. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.4. Discounting Fees: The Ice Arena Manager may discount fees when:

1. Offering special promotions designed to increase use.
2. Trying to fill non-prime time.
3. Introducing new programs or activities.
4. Playing conditions are below standard due to weather or facility disrepair.

9.5. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The

Ice Arena Manager may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties and submit an application. Program fees may be reduced up to 75% for a qualifying child. Each child may receive up to \$350 in reduced fees per fiscal year. Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

- 9.6 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District.

|                     |                        |                      |                     |                      | FULL<br>COMPLEX RATES |                                          |
|---------------------|------------------------|----------------------|---------------------|----------------------|-----------------------|------------------------------------------|
|                     | FULL<br>DAY<br>VISITOR | FULL DAY<br>RESIDENT | HR/FIELD<br>VISITOR | HR/FIELD<br>RESIDENT | VISITOR<br>TOTAL      | RESIDENT<br>TOTAL                        |
| PCSC Stadium SB     | \$500                  | \$200                | \$100               | \$50                 |                       |                                          |
| PCSC Stadium<br>SOC | \$500                  | \$200                | \$100               | \$50                 |                       |                                          |
| PCSC multipurpose   | \$375                  | \$200                | \$100               | \$50                 | <b>\$1,600</b>        | <b>\$1,000</b>                           |
| PCSC Sportexe       | \$1,000                | \$500                | \$200               | \$100                |                       |                                          |
| PCHS BB             | \$375                  | \$100                | \$75                | \$50                 |                       |                                          |
| PCHS SB             | \$375                  | \$100                | \$75                | \$50                 |                       |                                          |
| PCHS LL             | \$375                  | \$100                | \$75                | \$50                 | <b>\$800</b>          | <b>\$575</b>                             |
| North 40 North      | \$375                  | \$250                | \$100               | \$50                 |                       |                                          |
| North 40 South      | \$375                  | \$250                | \$100               | \$50                 | <b>\$500</b>          | <b>\$350</b>                             |
| City Park           | \$375                  | \$250                | \$100               | \$50                 | <b>\$375</b>          | <b>\$250</b>                             |
| PCHS Dozier         | \$1,000                | \$500                | \$200               | \$100                | <b>\$1,000</b>        | <b>\$500</b>                             |
| TMIS                | \$375                  | \$100                | \$75                | \$50                 | <b>\$675</b>          | <b>\$450</b>                             |
| Stakeholder Fee     |                        |                      |                     |                      |                       | \$200 per<br>team per<br>season<br>youth |

#### Non-exclusive Commercial Use of Outdoor Recreation Facilities

|              | Per Day | Season |
|--------------|---------|--------|
| Resident     | \$50    | \$300  |
| Non-Resident | \$75    | \$500  |

|                                   |                  |                     |
|-----------------------------------|------------------|---------------------|
| Volleyball Court Fees (per court) | \$30.00/hr. Res. | \$50.00/hr. NonRes  |
|                                   | \$120.00/day Res | \$200.00/day NonRes |

|                                           |                                      |
|-------------------------------------------|--------------------------------------|
| (2 courts)                                | \$200.00/day Res \$300.00/day NonRes |
| Stakeholder Fee                           | \$300.00/team/season - adult         |
| Additional Restroom Cleaning              | \$30.00 per clean                    |
| Additional Field Prep (Softball/Baseball) | \$95.00 per field                    |
| Special Field Prep (Low grass Cut)        | \$1,000.00 per field                 |
| Field Set Up (Lacrosse, Soccer, Football) | \$200.00 per field                   |
| Lights - PCSC & City Park                 | \$20.00 per hr.                      |

**SECTION 10. MISCELLANEOUS FEES.** The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity

|                                                                                       |                                                          |
|---------------------------------------------------------------------------------------|----------------------------------------------------------|
| 10.1 <u>Fee for in lieu of providing public parking</u>                               | \$40,000.00 per stall                                    |
| 10.2 <u>Returned Check Charge:</u>                                                    | \$25.00                                                  |
| 10.3 <u>News Rack Application and Permit</u>                                          | \$50.00 per application<br>\$75.00 per three-year permit |
| 10.4 <u>Bleachers</u>                                                                 |                                                          |
| Bleacher Rental (per bleacher, per day)                                               | \$53.00                                                  |
| Bleacher Delivery and Pick Up (per event, all bleachers)                              | \$93.25                                                  |
| 10.5 <u>Banner Installation</u>                                                       |                                                          |
| Street Banner Installation-entire Main                                                | \$648.70                                                 |
| Street Banner Installation-every other Main                                           | \$486.55                                                 |
| Street Banner Installation-every 3rd                                                  | \$324.35                                                 |
| Street banner Installation- Roundabout                                                | \$346.65                                                 |
| Street Banner Installation- Kearns                                                    | \$1,431.00                                               |
| (Includes state permit, barricades and signage, required during install and takedown) |                                                          |
| 10.6 <u>Parks Clean Up, Labor and Equipment</u>                                       |                                                          |
| Pressure Washing (per hour, incl. operator)                                           | \$47.70                                                  |
| Pavilion Cleaning                                                                     | \$157.95                                                 |
| Trash Removal                                                                         | \$33.90                                                  |
| (public property only - not provided for private property)                            |                                                          |
| Extra Trash Cans                                                                      | \$6.75                                                   |
| Trash Bags                                                                            | \$2.10                                                   |
| 10.7 <u>Public Safety</u>                                                             |                                                          |
| Police Officer (per employee, per hour - four hour minimum)                           | \$75.00                                                  |
| Holiday (per employee, per hour - four hour minimum)                                  | \$165.00                                                 |
| Mobile Command Trailer (Placement, Day One, Removal)                                  | \$250.00                                                 |
| Mobile Command Trailer (each additional day)                                          | \$100.00                                                 |
| 10.9 <u>Parking Reservation Fees (Parking Department)</u>                             |                                                          |
| Application Fee                                                                       | \$22.25                                                  |
| Main Street, Heber Avenue, Park Avenue (Heber to 9th St)                              | \$20.00                                                  |
| Swede Alley Parking Space (per space, per day)                                        | \$13.25                                                  |
| 10.10 <u>Barricades (cost per barricade)</u>                                          |                                                          |
| Crowd Control Barricades                                                              | \$5.90                                                   |
| Portable Electronic Sign/message board (per day)                                      | \$151.20                                                 |
| Temporary signs ea                                                                    | \$18.50                                                  |

|                                                                                                                                                                        |                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Street Barricades (per day)                                                                                                                                            | \$1.40                     |
| <u>10.11 Dumpsters</u>                                                                                                                                                 |                            |
| 8 Yard (delivery + haul off fee)                                                                                                                                       | \$210.00                   |
| 30 yard (delivery + haul off fee)                                                                                                                                      | \$210.00                   |
| Landfill fee for 30 yard dumpster (per ton)                                                                                                                            | <del>\$23.00</del> \$35.00 |
| <u>10.12 Streets Equipment and Materials</u>                                                                                                                           |                            |
| <u>Equipment</u>                                                                                                                                                       |                            |
| (2 hour min. - billable rate is portal to portal,<br>cost includes operator, fuel, maintenance)                                                                        |                            |
| Large Loader (per hour, 1 staff)                                                                                                                                       | \$103.20                   |
| Small Loader (per hour, 1 staff)                                                                                                                                       | \$71.95                    |
| Street Mechanical Sweeper (per hour, 1 staff)                                                                                                                          | \$150.60                   |
| Unimog with Snow Blower (per hour, 1 staff)                                                                                                                            | \$180.20                   |
| Unimog Snowplow (per hour, 1 staff)                                                                                                                                    | \$88.35                    |
| Loader with Blower (per hour, 1 staff)                                                                                                                                 | \$218.65                   |
| 1 Ton Truck with dump (per hour, 1 staff)                                                                                                                              | \$54.15                    |
| 2 Ton Truck with dump (per hour, 1 staff)                                                                                                                              | \$86.55                    |
| Bucket Truck (per hour, 2 staff)                                                                                                                                       | \$117.65                   |
| Skid Steer (Cat 262 - per hour, 1 staff)                                                                                                                               | \$55.90                    |
| Add Grinder                                                                                                                                                            | \$7.60                     |
| Add Snow Blower                                                                                                                                                        | \$6.35                     |
| Backhoe (per hour, 2 staff)                                                                                                                                            | \$98.75                    |
| Air Compressor (per hour, 1 staff)                                                                                                                                     | \$42.00                    |
| Graffiti Truck (per hour, 1 staff)                                                                                                                                     | \$75.05                    |
| <del>Portable Electronic Sign/ message board (per day)</del>                                                                                                           | <del>\$151.20</del>        |
| <u>10.13 Materials</u>                                                                                                                                                 |                            |
| Salt (per ton)                                                                                                                                                         | <del>\$39.95</del> \$45.00 |
| Road base (per ton)                                                                                                                                                    | <del>\$13.50</del> \$18.00 |
| Sand (per ton)                                                                                                                                                         | <del>\$13.50</del> \$16.00 |
| Cold Patch (per ton)                                                                                                                                                   | \$90.70                    |
| Hot Mix (per ton)                                                                                                                                                      | \$66.95                    |
| <u>10.14 Personnel (total compensation per employee, <del>Holiday and after hours 1.5 x employee compensation rate</del>, per hour, during regular business hours)</u> |                            |
| Parks Dept.                                                                                                                                                            | <del>\$23.30</del> \$38.50 |
| (PCMC employee - Seasonal Parks III –non-benefited)                                                                                                                    |                            |
| Streets Department (Streets III employee)                                                                                                                              | <del>\$30.25</del> \$38.50 |
| Special Events Department (staff)                                                                                                                                      | \$42.25                    |
| Cleaning Labor –                                                                                                                                                       | \$28.00                    |
| restrooms, buildings and other (contract labor)                                                                                                                        |                            |
| <u>10.15 Special Event Application Fee (Processing and Analysis)</u>                                                                                                   |                            |
| Level Five Event                                                                                                                                                       | \$640.00                   |
| Level Four Event                                                                                                                                                       | \$320.00                   |
| Level Three Event                                                                                                                                                      | \$160.00                   |
| Level Two Event                                                                                                                                                        | \$ 80.00                   |
| Level One Event                                                                                                                                                        | \$ 40.00                   |

|                             |          |
|-----------------------------|----------|
| First Amendment Event       | \$ 40.00 |
| Film Permit Application Fee | \$ 80.00 |

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1<sup>st</sup> – Events occurring between January 1<sup>st</sup> and June 30<sup>th</sup>.
- (2) April 1<sup>st</sup> – Events occurring between July 1<sup>st</sup> and December 31<sup>st</sup>.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

#### 10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

|                                        |                           |
|----------------------------------------|---------------------------|
| Brew Pub Lot – Upper Lot               | \$240.00 per day          |
| Brew Pub Lot – Lower Lot               | \$105.00 per day          |
| North Marsac Lot                       | \$ 50.00 per day          |
| Swede Alley Surface Lot                | \$ 50.00 per day          |
| Swede Alley Wall Lot                   | \$ 50.00 per day          |
| Flag Pole Lot                          | \$ 50.00 per day          |
| Sandridge lot – Upper/Lower            | \$ 50.00 per day/ per lot |
| Quinn's Sports Parking Lots 1, 2, 3    | \$ 50.00 per day/ per lot |
| Mawhinney Parking Lot                  | \$ 50.00 per day          |
| Library Parking Lot – Partial Use Only | \$ 50.00 per day          |

#### 10.17 Trail Use Fees

##### **Trail Use Fee and Deposit Schedule**

| ACTIVITY              | NUMBERS | LOCAL NON-PROFIT                      | OUT OF AREA NON-PROFIT                | LOCAL PROFIT                          | OUT OF AREA PROFIT                    |
|-----------------------|---------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| Mountain Biking       | 30-350  | 1% x \$150 x number of participants   | 2% x \$150 x number of participants   | 1.5% x \$150 x number of participants | 3% x \$150 x number of participants   |
| Cross Country Skiing* | 30-350  | .5% x \$150 x number of participants  | 1% x \$150 x number of participants   | 1% x \$150 x number of participants   | 1.5% x \$150 x number of participants |
| Triathlon*            | 30-350  | 1.5% x \$150 x number of participants | 2.5% x \$150 x number of participants | 2% x \$150 x number of participants   | 3.5% x \$150 x number of participants |

|                                                                         |        |                                            |                                           |                                           |                                             |
|-------------------------------------------------------------------------|--------|--------------------------------------------|-------------------------------------------|-------------------------------------------|---------------------------------------------|
| Running/Walking/Snowshoe*                                               | 30-500 | .5% x \$150 x<br>number of<br>participants | 1% x \$150 x<br>number of<br>participants | 1% x \$150 x<br>number of<br>participants | 1.5% x \$150 x<br>number of<br>participants |
| Other (Events that may<br>propose significant impacts<br>to the system) | TBD    | TBD                                        | TBD                                       | TBD                                       | TBD                                         |

If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

\*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.



## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: WORK SESSION

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### **Subject:**

4:30 p.m. - Break

4:45 p.m. - Social Equity Discussion (In Back of Council Room)

### **Suggested Action:**

### **Attachments:**

[Social Equity Staff Report](#)

[Social Equity RFP](#)



## City Council Staff Report

**Subject:** Social Equity Community Critical Priority Next Steps  
**Author:** Jed Briggs, Budget Operations & Strategic Planning Manager  
**Department:** Budget, Debt, and Grants  
**Date:** May 31, 2018  
**Type of Item:** Work Session (Will take place at the back table in Council Chambers)

### Summary Recommendation

Staff is recommending that Council discuss the Critical Priority of Social Equity in facilitated discussion with Kilo Zamora. This is the second session that Council has undergone with Mr. Zamora with regards to social equity. Staff is also asking Council to issuing an RFP for a Social Equity Coordinator.

### Executive Summary

With the creation of Social Equity as a Community Critical Priority staff has refocused efforts in this area and more fully realize the community's vision that City Council has reflected on their discussions of the topic. Kilo Zamora is a Social Change Facilitator and University of Utah instructor. His experience as an advisor to three Salt Lake City Mayors, as Chair of the Salt Lake City Human Rights Commission and as the former Executive Director of Inclusion Center for Community and Justice, makes Kilo uniquely qualified to facilitate this Work Session.

### The Challenge and the Opportunity

Equity and inclusion in municipalities is imperative. When not promptly addressed, these issues can grow and become more difficult to resolve. Our community is experiencing a growing concern with regards to inequities, resources, and access. Across the world, women, people of various races and religions, people with different abilities, people living in poverty, youth, seniors, and members of the LGBTQ community face barriers when accessing health, employment, and housing. By applying an equity and inclusion lens that addresses social inequities like gender differences, income disparities, racism, ableism, homophobia, ageism, etc., municipalities can better respond to the aspirations of ALL people. Municipalities play a huge role in shaping and perpetuating the quality of life of their residents. Addressing social inequities to ensure the inclusion of all residents strengthens our town. Equity and inclusion create more sustainable cities where people from all walks of life have the right to, and can participate fully in social, economic, political, and cultural life. PCMC can be a leader in this work, by engaging in many promising practices or programs that make a difference.

### Social Equity Goals and Strategic Objectives:

We aspire to be an inclusive, diverse, and equitable community. We define diversity broadly, including but not limited to all races, ages, sexual orientations, gender identification, socio-economic backgrounds, and cultural beliefs. We strive to be a fair and balanced society where everyone can participate and has the opportunity to fulfill

their potential because they have access to healthy, affordable food, transportation, quality education, and living wage jobs. We create unique ways to connect through community gatherings and a variety of communication channels. We strive to understand the needs of those who are underserved or the most vulnerable of our community. We recognize that it is our diversity that is the source of our strength and community foundation as we try to reflect that in all that we do. Please see **Appendix A: Previously discussed Value Statement, Goals & Objectives** to reference the guiding document from which staff is currently working.

## Questions for Council to Consider

### 1. Does Council want these social equity services to be in-house or community resource?

#### a. **Housed in a Community/Non-Profit Organization (recommended)**

- i. Council has expressed the desire to be a support for social equity initiatives, not necessarily the owner.
- ii. Social equity is a community-based issue with various non-profits rendering different services.
- iii. Creating a community-based hub for all social equity-type of initiatives, plans, and activities.
- iv. Those who feel underserved or vulnerable would be able to use the community resource as a point of contact for the issues they're facing.
- v. The identified populations may feel more at ease interacting with a non-profit rather than a government entity.
- vi. In conjunction with the City's own Community liaison, this resource can still participate in advising the City on internal and external actions as a small percentage of his/her job
- vii. Con: The City would not retain direct control of services provided.

#### b. **In-house**

- i. Adding a resource would further the goals and objectives set out earlier in the staff report.
- ii. The City could create a hub for all social equity-type of initiatives, plans, and activities with internal staff and external partners.
- iii. Those who feel underserved or vulnerable would be able to use this person as a point-of-contact for the issues they're facing.
- iv. The City would retain control of services provided.
- v. Con: Some who are currently underserved will not feel comfortable working with a government employee.

### 2. Is Council comfortable with the desired services as outlined?

- a. **Community Members** – The Social Equity Coordinator will work directly with members of the target communities to identify and address their most pressing concerns and interests. They should also educate the entire community on issues that matter to underserved populations.
- b. **Strategic Plan** - The position shall take point on developing a community strategic plan for furthering social equity goals. Through a community

engagement process, this individual shall document the greatest issues that currently exist and work with the community to prioritize them and move the needle on accomplishing them. The strategic plan will entail a community vision, goals, action items, and deadlines. They will also create an inventory of current services and identify gaps with regards to social equity.

- c. **Community Partners** - This position will establish a working relationship with existing service providers in the hope of building community relationships and identifying missing services. A strong pre-established working relationship with these partners is desired. They will work toward building a coalition between community members, government, business, nonprofits, and other institutions, working from models such as the recent success of the Summit County Mental Wellness Alliance. The Coordinator will demonstrate strong organizational skills and be responsible for facilitation of community events, logistics, and execution.
  - d. **PCMC Relationship** - This position will work with the PCMCs Community Liaison and the PCMC Internal Social Equity Task Force to assist them in identifying how the City can better serve its most vulnerable community members. The selected Coordinator should be prepared to demonstrate a willingness to work collaboratively with a large team comprised of both City staff and community partners. This should include the ability to establish and maintain effective working relationships with employees, other divisions, and the public with effective communications.
3. **How much does Council want to allocate for these services?**
- a. **\$50,000** – Budgeted amount in the FY2019 City Manager's Recommended Budget. Probably enough to for a Social Equity Coordinator without benefits or part-time position.
  - b. **\$100,000 (Recommended)** – Probably enough to pay for a Social Equity Coordinator with benefits. The City would have to increase the budget and could probably do this without having to cut a budget from another operating program. If Council prefers this option, staff can return later during the budget process to confirm this is possible without cuts.
  - c. **\$150,000** – Would pay for a Social Equity Coordinator with benefits as well as operating expenses (oversight, space, travel, communications, equipment, consulting, etc.). The City would have to increase the budget and would have to cut a budget from another operating program. As with the prior option, if this is Council's preference, staff will return with a recommendation for cuts
  - d. **\$200,000** – Would pay for a Social Equity Coordinator with benefits as well as operating expenses, consultants, and grants/incentives to partners. The City would have to increase the budget and would have to cut a budget from another operating program.

### Department Review

The following departments have reviewed this staff report: Legal and Executive.

## Attachments

A – Social Equity Value Statement, Goals & Objectives

B – Draft Social Equity Coordinator RFP

### **Appendix A: Previously discussed Value Statement, Goals & Objectives**

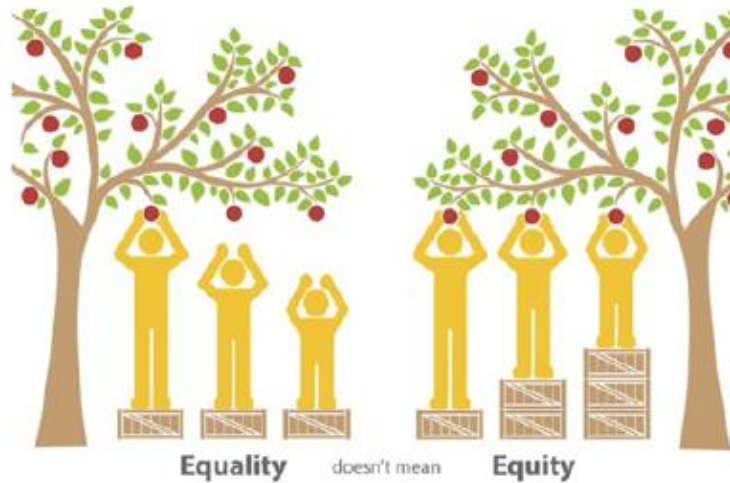
Below are the City's goals and objectives with regards to this priority.

**Value statement: Recognize our diverse populations within our complete community and strive for equitable public administration of services, justice and social well-being for all. Value and appreciate our differences and embrace our common humanity and contributions as the source of our town's strength.**

- 1. Affordability – Identify areas where the City can positively impact the cost of living**
  - a. Facilitate a range of affordable, quality housing opportunities that meet the life-cycle needs of persons at all economic levels
  - b. Support efforts for affordable, quality, and adequate childcare for all who need it
  - c. Strive for accessibility to quality healthcare (vision, mental, dental)
  - d. Continually assess fees and taxes for all socio-economic classes
- 2. Connection – Engage and empower diverse experiences to foster an inclusive, multi-cultural and -generational community**
  - a. Establish comprehensive goals and performance measures that span all of the City's departments that provide services to our diverse populations (internal)
  - b. Provide gathering spaces that connect the services of the community
  - c. Provide services that meet the diverse needs of these populations
- 3. Enhance Communication – Determine the best channels of communication and use them to engage our community members.**
  - a. Reach audience where they are at, whether it be through digital and/or interpersonal communication
  - b. Use diverse platforms and methods to deliver and receive messaging
  - c. Enhance communication between service providers
- 4. Issue Awareness - Identify and address the multi-cultural and generational groups' concerns and interests**
  - a. Identify underserved and/or most vulnerable populations
  - b. Partner with a full range of community groups and stakeholders
  - c. Educate the entire community on issues that matter to underserved populations
- 5. Reflect Community Diversity - Encourage participation and remove barriers in process of local government and community groups**
  - a. Invite all to contribute their voice in the process
  - b. Focus on integration with varying populations
  - c. Serve all demographics

# Park City Municipal Corporation

## REQUEST FOR PROPOSALS (RFP) FOR *Social Equity Coordinator*



Equity and inclusion in municipalities is imperative. When not promptly addressed, these issues grow and become more difficult to resolve. Our community is experiencing a growing concern with regards to inequities, resources, and access. Park City Municipal Corporation is looking for a Social Equity Coordinator that would help us to achieve a more equitable community.

### **Contact:**

Jed Briggs, Budget Operations and Strategic Planning Manager  
[jbriggs@parkcity.org](mailto:jbriggs@parkcity.org)

### **NOTICE**

#### **REQUEST FOR PROPOSALS**

*Park City Municipal Corporation  
Social Equity Coordinator*

**PROPOSALS DUE:** TBD

**PROJECT NAME:** Social Equity Coordinator

**RFP AVAILABLE:** TBD

**PROJECT LOCATION:** Park City

### **PROJECT DESCRIPTION:**

Park City Municipal Corporation seeks proposals from coordinators to carry out social equity initiatives in the community. Experience in facilitating community events is desired. Total project maximum funds available is TBD Dollars (\$XXX,XXX).

## PROJECT DEADLINES:

**Complete Proposals Due:** TBD

**Project completion:** TBD

**Questions?** All questions shall be submitted in writing via email to [jbriggs@parkcity.org](mailto:jbriggs@parkcity.org) by TBD. Responses will be returned and posted by TBD.

OWNER: Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060

CONTACT: Jed Briggs, Budget Operations and Strategic Planning Manager  
Park City Municipal Corporation  
[jbriggs@parkcity.org](mailto:jbriggs@parkcity.org)

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

## I. INTRODUCTION

Park City Municipal Corporation ("PCMC") seeks proposals from coordinators to carry out social equity initiatives in the community. PCMC seeks proposals from coordinators who will take point on developing a community strategic plan, work toward building a coalition between local governments, non-profits, and businesses, and identify and prioritize the most important issues for furthering social equity goals. Experience in facilitating community events and gatherings as well as strategic planning is desired. Total project maximum funds available is TBD Dollars (\$XXX,XXX).

## II. PURPOSE OF PROJECT

Equity and inclusion in municipalities is imperative. When not promptly addressed, these issues grow and become more difficult to resolve. Our community is experiencing a growing concern with regards to inequities, resources, and access. Across the world, women, people of various races and religions, people with different abilities, people living in poverty, youth, seniors, and members of the LGBTQ community face barriers when accessing health, employment, and housing. By applying an equity and inclusion lens that addresses social inequities like gender differences, income disparities, racism, ableism, homophobia, ageism, etc., municipalities can better respond to the aspirations of ALL people. Municipalities play a huge role in shaping and perpetuating the quality of life of their residents. Addressing social inequities to ensure the inclusion of all residents strengthens our town. Equity and inclusion create more sustainable cities where people from all walks of life have the right to, and can participate fully in social, economic, political, and cultural life. Park City Municipal can be a leader in this work, by engaging in many promising practices or programs that make a difference.



Naming Social Equity as a community Critical Priority is a strong statement that represents Park City Municipal's desire to increase its internal and external efforts on this front as well as to collaborate more with the numerous organizations in our community who have been addressing these challenges for many, many years.

### **III. PROJECT SCOPE**



#### Social Equity Initiatives:

The Social Equity Coordinator that is selected shall take point on developing a community strategic plan for furthering social equity goals. They shall identify the greatest issues that currently exist and work with the community to prioritize them and move the needle on accomplishing them. They will also create an inventory of current services and identify gaps with regards to social equity.

This position will establish a working relationship with existing service providers in the hope of building community relationships and identifying missing services. They will work toward building a coalition between community members, government, business, nonprofits, and other institutions, working from models such as the recent success of the Summit County Mental Wellness Alliance.

This position will work with the PCMCs Social Equity Task Force to assist them in identifying how the City can better serve its most vulnerable community members. They will also work directly with members of the target communities to identify and address their most pressing concerns and interests.

### **IV. FUNDING**

The total maximum funds allocated for this project is TBD Dollars (\$XXX,XXX). All submissions must include a proposed budget or fee schedule. The budgets must include all costs, including performance of the services specified.



## V. CONTENT OF PROPOSAL

Proposals will be evaluated on the Selection Criteria as well as the Project Goals and Coordinator Requirements listed below.

### **Project Goals:**

#### **Social Equity Coordinator Requirements:**

- The Coordinator will demonstrate strong organizational skills and be responsible for facilitation of community events, logistics, and execution. Experience managing and coordinating community events is desired.
- The Coordinator will demonstrate the ability to create and manage a comprehensive strategic plan. The strategic plan will entail a community vision, goals, action items, and deadlines.
- The Coordinator will demonstrate the ability to work with Park City Municipal as well as other strategic partners in the community. A strong pre-established working relationship with these partners is desired.
- Physical demands are required for this project. While performing the duties of this job, the coordinator is frequently required to sit, stand, walk, run, talk and hear. Additionally, they are required to use hands to handle or operate objects, controls, or tools. The coordinator must occasionally be able to lift and or move more than forty (40) pounds.
- The physical demands and work environments described here are representative of those that must be met by the coordinator to successfully perform the essential functions of the project. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Accommodations will be examined on a case-by-case basis.
- Work is performed both in a climate controlled office setting, as well as performed in vehicles and outdoor settings, in all weather and temperature conditions. The work performed will require small amounts of travel to and from meetings, trainings, or public engagements. The tasks may involve periodic stressful situations.
- The Coordinator must act professionally. They are responsible for answering emails and phone calls in a timely manner. The Coordinator will use their own personal cell phone, computer, and email for tasks as outlined in the scope.
- The Coordinator will coordinate directly with the PCMC Social Equity Task Forces staff for the project. The selected Coordinator should be prepared to demonstrate a willingness to work collaboratively with a large team comprised of both City staff and community partners. This should include the ability to establish and maintain effective working relationships with employees, other divisions, and the public with effective communications (both orally and written).
- The ability to work independently and handle multiple tasks simultaneously, as well as the ability to organize projects, manage vendors, and meet deadlines, and coordinate between various individuals is required.

The following listed criteria are used as guidelines during the review of proposals. The list is not in order of priority; some criteria will receive more weight than others.

### **Selection Criteria:**

Proposals will be judged on practical terms such as:

- Clarity of proposal and thoroughness of response (completeness of package)
- Adherence to the maximum budget of TBD Dollars (\$XXX,XXX)
- Experience needed to undertake the coordination and execution of the project within the aggressive timeline. This includes the ability to work with a team of individuals including various City staff as well as community members and organizations.
- Professional References – Applicants should list and provide contact information for at least three (3) references.
- If utilizing third parties for completing the project, list what portion of the project will be completed by third parties and the name, if known, of the third parties.
- **The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with insurance/indemnity provision) counts against the bidder.**
- Price may not be the sole deciding factor.

The finalist(s) will be evaluated in part for their potential ability to work with the project stakeholders and their capacity to evolve significant and well integrated solutions. **Any changes to the nature of or regarding the extent of requested changes to the standard contract should be asked prior to submitting a proposal.**

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

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

## **VI. SELECTION PROCESS**

The Selection Committee includes the following representatives:

### **Selection Committee Members: City Staff**

- **Department Staff:** Staff members from the following departments will be represented on the Selection Committee: Executive, Budget, Community Engagement, Police, Library, Recreation, and Transit.

Finalists may be invited to interview with members of Selection Committee. The Selection Committee will recommend one finalist for the project. Proposals will be evaluated on the factors listed in Section V, Content and Goals of Proposal. The Selection Committee's recommendations and award of contracts pursuant to this RFP are conditioned upon and subject to approval by the City Council.

## Timeline

The schedule is contingent upon the City's project schedule and may be changed at any time.

The selection process will proceed on the following schedule:

A. An optional pre-submission meeting will be held at TBD, at City Hall, 445 Marsac Avenue, Park City. Those who are interested in attending or participating must RSVP to Jed Briggs, no later than TBD. The pre-submission meeting is optional and not mandatory. The pre-submission meeting is subject to change based on the coordination of the Project Manager and City Staff that need to be present.

B. Proposals will be received by Park City **by TBD**, at the Budget Office located at 445 Marsac Avenue, 3<sup>rd</sup> Floor, Park City, Utah 84060. An electronic copy **must also** be submitted to [jbriggs@parkcity.org](mailto:jbriggs@parkcity.org) as a single PDF by TBD. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to [jbriggs@parkcity.org](mailto:jbriggs@parkcity.org) and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. Proposals lacking required information will not be considered.

C. A selection committee comprised of City Staff, as described in Section V, will review all submitted RFPs. The selection committee will meet during the week of TBD.

D. The selection committee may find it necessary to conduct interviews. All interviews for selection process will be conducted no later than TBD.

E. Award of the contract is subject to approval by City Council. It is anticipated that City Council will vote on the contract award by TBD.

F. The Social Equity Coordinator that is awarded the contract will be required to work within an aggressive timeline. The Social Equity Coordinator will complete the entirety of the project no later than TBD.

## VII. SUBMISSION OF PROPOSALS

All Social Equity Coordinators responding to the RFP must submit complete responses to the information requested in this section and must note any exceptions to any information contained in the RFP. Applicants shall present information in a clear and concise manner following the format listed below. Proposals lacking required information will not be considered.

### A. Proposal

**1. Cover Page:** List the Social Equity Coordinator name(s), project name, contact information including, but not limited to, email, phone number, and mailing address. Additional information may also include web address, social media links, or other contact information.

**2. Proposal:** Describe your proposal for the project. Explain the proposed budget, schedule, process, and method. Explain how your background relates to the scope of the project as outlined in this proposal. The description must state the length of time the proposal is valid.

**3. Budget:** Project costs will be considered during selection. The maximum amount allocated is TBD Dollars (\$XXX,XXX). Budget refers to all costs anticipated to be incurred by the Social Equity Coordinator for the scope of the project including, but not limited to, performance of the services specified, labor, insurance, and materials costs.

### B. Statement of Qualifications

**1. Bio.** Information and brief resume(s) on the Social Equity Coordinator.

**2. References.** Three (3) professional references (particularly if you have completed any large scale event planning). Please provide names and contact information, including phone number and email.

Interested individuals and/or firms must submit their Proposal and Statement of Qualifications by TBD.

Please submit one (1) set of the Proposal and Statement of Qualifications. Provide your projected budget as an attachment to your Proposal and Statement of Qualifications. To be considered, one (1) proposal must be received at the Park City Budget Office, 445 Marsac Avenue, 3<sup>rd</sup> Floor, P.O. Box 1480, Park City, UT 84060 by TBD.

AND

One (1) electronic copy must be submitted. In this instance, all electronic proposals should be saved as a single PDF and may not include any additional attachments. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to [jbriggs@parkcity.org](mailto:jbriggs@parkcity.org) and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline

as stated above. Electronic proposals with additional support documents or materials will not be accepted. The electronic submissions must be received via email to [jbriggs@parkcity.org](mailto:jbriggs@parkcity.org) by TBD.

Limit the response to fifteen (15) pages of written material including any visual material and budget. Please be concise. The page count does not include index, dividers, or separation sheets that contain no information. Please do not place proposals in binders or binding products - you may staple or paperclip. Submit all proposals in one envelope or package.

**Proposals must be mailed or hand-delivered and submitted electronically to:**

Park City Municipal Corporation  
Attn: Jed Briggs, Budget Operations and Strategic Planning Manager  
Request for Proposal – Social Equity Coordinator  
(hand delivery) 445 Marsac Avenue, Budget Office - 3<sup>rd</sup> Floor  
(mailed) P.O. Box 1480, Park City, UT 84060

**AND**

[jbriggs@parkcity.org](mailto:jbriggs@parkcity.org)

The envelope/package must indicate the Social Equity Coordinator making the submittal and be addressed as stated above. When submitting electronically, please include the project name as stated for this RFP in the subject line.

Faxed proposals will not be accepted.

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Social Equity Coordinator. The City assumes no liability for any costs incurred by offers throughout the entire selection process.

Requests for Additional Information

**Any questions concerning the submittal or the project shall be sent in written form via email inquiry to the attention of Chris Phinney, at Park City Municipal Corporation, at [jbriggs@parkcity.org](mailto:jbriggs@parkcity.org) by TBD. Responses will be returned and posted by TBD.**

**VIII. PREPARATION OF PROPOSALS**

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

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

## **IX. PROPOSAL INFORMATION**

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

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

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

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

E. Park City Municipal Corporation's policy is, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

F. If bidder utilizes third parties for completing RFP requirements, list what portion of RFP will be completed by third parties and the name, if known, of the third party.

## **X. INSURANCE REQUIREMENTS**

The selected service provider will bear the risk of loss or damage. All insurance shall be reviewed and approved by the Park City Attorney's Office.

The coverage will provide protection for all operations by the Event Planner or any subcontractor or by anyone directly or indirectly employed by either of them.

**Event Planners are advised to thoroughly read the sample Park City Municipal Corporation Service Provider/Professional Service Agreement attached hereto as [Exhibit "B"](#), as the selected Event Planner will be required to comply with its requirements.**

## **XI. AGREEMENT**

The selected Event Planner will be required to enter into the City's standard Service Provider/Professional Service Agreement in a form to be approved by the City Attorney's Office (attached hereto as [Exhibit "B"](#)). Event Planners are advised to thoroughly read the attached (sample Agreement, as the selected Event Planner will be required to comply with its requirements.

**ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK'S CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.**

Any Service Provider who contracts with Park City is required to have a valid Park City business license.

**If Social Equity Coordinator takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its exhibits and attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.**

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to Utah Code Section 63G-2-308, as amended. Award of contract is subject to approval by City Council.

It is Park City policy, subject to federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with insurance/indemnity provision) counts against the bidder. Any contract changes must be requested and approved by the City Attorney's Office before awarding the contract.

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Anya Grahm

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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### **Subject:**

Presentation of 2017 Historic Preservation Awards to the Historic Egyptian Theater at 328 Main Street for its Embodiment of Historical Context and Sustainable Preservation; the Historic King Con Counterweight for its Embodiment of Historical Context; Historic Barton & Phillips Building at 438 Main Street for its Embodiment of Historical Context; Historic Utah Independent Telephone Company Building at 447 Main Street for Adaptive Reuse; and Historic Bogan Boarding House at 221 Main Street for Adaptive Reuse

### **Suggested Action:**

### **Attachments:**

[Historic Preservation Award Staff Report](#)



## City Council Staff Report



**Subject:** 2017 Historic Preservation Awards  
**Author:** Anya Grahn, Historic Preservation Planner  
**Department:** Planning Department  
**Date:** May 31, 2018  
**Type of Item:** Award

### Summary Recommendation

May is National Historic Preservation Month! Staff recommends that the City Council partner with the Historic Preservation Board (HPB) to present the 2017 Historic Preservation Award. Marianne Cone has been commissioned to create an art piece depicting the Egyptian theatre, and this art piece will be displayed in the public spaces of City Hall. Additionally, plaques will be presented to all five preservation award winners—Egyptian Theatre at 328 Main Street, King Con Counterweight, Barton & Phillips Building at 438 Main Street, Historic Utah Independent Telephone Company Building at 447 Main Street, and Bogan Boarding House at 221 Main Street.

### Executive Summary

May is National Historic Preservation Month! Since 2011, the Park City Historic Preservation Board (HPB) has selected an annual recipient of their Historic Preservation Award. The HPB commissions an art piece of the award recipient which is displayed in the hallways of the Marsac Building (City Hall). The Planning Department commissioned a mixed media painting by Marianne Cone to depict the Egyptian Theatre. The HPB chose a total of five (5) award winners and these buildings will each receive a plaque to commemorate their historic preservation efforts. This year's winners are:

- [Historic Egyptian Theater at 328 Main Street](#), Constructed 1926, Embodiment of Historical Context and Sustainable Preservation.
- [Historic King Con Counterweight](#), Constructed 1916, Embodiment of Historical Context.
- [Historic Barton & Phillips Building at 438 Main Street](#), Constructed 1902, Embodiment of Historical Context.
- [Historic Utah Independent Telephone Company Building at 447 Main Street](#), Constructed 1906, Adaptive Reuse.
- [Historic Bogan Boarding House at 221 Main Street](#), Constructed 1904, Adaptive Reuse.

### Acronyms

HPB                      Historic Preservation Board

## The Opportunity

Happy Historic Preservation Month! Designated as the month of May, it is our chance to highlight some of our preservation success, think about the historic places that matter to us, and promote historic preservation.

Each year, the Park City Council and HPB partner to honor recipients of our annual Historic Preservation Award. The partnering of the Park City Council and HPB to unveil the art piece for the 2017 Historic Preservation Award is an opportunity for these two bodies to express their commitment to historic preservation. When the award was created in 2011, the HPB had several goals, which included:

- Put the Historic Preservation Board in front of the public
- Communicate the benefits of the 2009 Design Guidelines and provide the community with a visualization of how the Design Guidelines could be successfully translated into specific projects
- Identify potential projects in town that contribute to the historic presence and character of the community
- Create a legacy gallery of one-of-a-kind art pieces to be displayed in the Marsac Building
- Award property owners with a plaque to be presented by the Historic Preservation Board, but allow the art work to be a worthy legacy to leave with the City

Since 2013, staff has worked with the City Council and Historic Preservation Board to provide an opportunity for the two bodies to jointly unveil the annual award in May. May is National Historic Preservation Month.

## Background

This is the sixth year that the Historic Preservation Board (HPB) has chosen to recognize significant preservation projects in the community. The award is not meant to compete with any of the Historical Society's awards, but complement the existing joint preservation efforts already taking place and highlight the *Design Guidelines for Historic Districts and Historic Sites* by which all development in the Historic Districts must comply. A complete history of this award program is provided in the [November 1, 2017 HPB Report \(starting page 55\)](#).

Properties are selected for this award based on the following categories:

- Adaptive Re-Use
- Infill Development
- Excellence in Restoration
- Sustainable Preservation
- Embodiment of Historical Context
- Connectivity of Site
- Stewardship, a new category added by the HPB this year

This year, the Historic Preservation Board selected a total of five (5) award recipients. Of these, the Egyptian Theatre was selected as the best project and a multimedia

painting of the structure was commissioned. All five (5) of the award recipients were chosen to be awarded plaques to commemorate their contributions to preservation.

These award winners were discussed in the following HPB Reports:

- [November 1, 2017 \(starting page 56\)](#)
- [December 5, 2017 \(starting page 70\)](#)

Though the award is presented in 2018, the award recipient is selected from a group of nominees whose projects were completed in or prior to calendar year 2017.

### **Department Review**

This report has been reviewed by the Planning, Legal and Executive Departments.

### **Funding Source**

The Planning Department finances the art pieces and plaques out of its budget.

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Robbie Smoot

Submitting Department: Parking Services

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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### **Subject:**

2018 Winter Parking Data Summary

### **Suggested Action:**

Informational

### **Attachments:**

[2018 Winter Parking Data Summary](#)



## City Council Staff Report

**Subject:** 2018 Winter Parking Data Summary  
**Author:** Robbie Smoot, Parking Data Analyst  
Kenzie Coulson, Parking and Fleet Manager  
**Department:** Public Works  
**Date:** May 31, 2018  
**Type of Item:** Informational

### Summary Recommendation

The Old Town parking technology project plays a critical role in the General Plan, Transportation Demand Management plan (TDM) and the Traffic and Transportation Master Plan (TTMP). Key contributing goals include: maintaining available parking during peak times; reducing traffic congestion; and implementing viable solutions to accommodate those traveling to and from Old Town, including employees.

Analysis of the available data indicates progress toward changing travel behavior, which contributes toward the goals outlined above. The following sections will provide an assessment of the utilization of parking options for employees. Additionally it will contain an analysis of the utilization and occupancy of the China Bridge garage and Main Street parking assets. Assessment of the Old Town parking technology program is ongoing.

### Analysis of Key Goals

#### Employee Parking Program Utilization

Initial findings demonstrate that employees are using the options provided. The Homestake Park-and-Ride shuttle, carpool permits and the Sandridge lots were utilized by approximately **190\*** people on an average weekend day (Friday & Saturday) and by **166\*** people on an average weekday (Sunday – Thursday) during the months of February and March. (\*This assumes single occupancy vehicles and 2-people per carpool use.)

Creating safe, attractive, and convenient transportation options for employees has been a significant priority of the parking technology project. It is important to understand how these options have been utilized in order to determine their efficacy. Staff introduced two new options for employees: the Homestake Park-and-Ride shuttle and an employee carpool permit program. Additionally, the Sandridge parking lots have served as free long-term (no daily time restriction) parking for employees, business owners and residents.

#### Homestake Park and Ride Shuttle (February - March unless otherwise noted)

- **112** average daily weekday riders (Sunday – Thursday)
- **149** average daily weekend riders (Friday & Saturday)
- **271** average daily riders during the Sundance Film Festival

Following the ski resort closures, utilization of the Homestake Park & Ride shuttle dropped by **75%** (timeframe is April 8 – April 21). There is a significant drop in demand for employee options during the spring non-peak season. Staff will focus on finding future efficiencies with this time period, while continuing to serve the employee needs.

#### Carpool Permit Program (February – March unless otherwise noted)

- **53** average daily weekday usage (Sunday – Thursday)
- **66** average daily weekend usage (Friday & Saturday)

Usage of the carpool permit program decreased by **65%** following the ski resort closures (April 8 – April 30).

#### Upper and Lower Sandridge Lot Utilization (3pm – midnight)

Before the parking technology project launched:

- **21%** average daily weekday occupancy (November 9 – December 14)
- **33%** average daily weekend occupancy (November 9 – December 14)

Following the launch of the parking technology project:

- **79%** average daily weekday occupancy (February – March)
- **86%** average daily weekend occupancy (February – March)

Usage increased by **+50%** after project launch. Prior to the parking technology project launch, the Sandridge Lots were underutilized as an employee parking option, despite targeted marketing efforts. As expected, implementing paid parking throughout Old Town has successfully incentivized employees to use more economic options and these lots are now being utilized at a high rate.

#### **China Bridge Utilization**

Before the parking technology project was implemented little to no data was available that could help demonstrate how the facility was being utilized. The new parking technology in China Bridge allows for continuous data collection. That coupled with consistent operations gives a clear picture of how the garage is being used.

Maintaining 15% parking availability during peak times is generally regarded as the standard goal by parking professionals; below this number drivers will create traffic within the garage as they search for available parking. The heat maps below show hourly occupancy for the China Bridge garage for February and March. Friday and Saturday evenings consistently had the highest occupancy rate. The 15% availability target during peak times was not met on three occasions, all in February (indicated by the black boxes in the figure below). However, February 10<sup>th</sup> was WinterFest and staff believes this is not a “peak time” but rather an “event” and requires further mitigation, including a parking rate higher than the daily-evening parking rate of \$3/hour. The weekends of February 3<sup>rd</sup> and 17<sup>th</sup> are considered “peak times” and the 15% available parking target was only slightly missed (a total of 5 hours). The current pricing schedule maintains strong availability most of the time, yet reaches 90% - 100% occupancy on peak weekends. February saw more activity in the China Bridge garage than did March.

## February

| hour | 1-Feb  | 2-Feb  | 3-Feb  | 4-Feb  | 5-Feb  | 6-Feb  | 7-Feb  | 8-Feb  | 9-Feb  | 10-Feb  | 11-Feb | 12-Feb | 13-Feb | 14-Feb | 15-Feb | 16-Feb | 17-Feb | 18-Feb | 19-Feb | 20-Feb | 21-Feb | 22-Feb | 23-Feb | 24-Feb | 25-Feb | 26-Feb | 27-Feb | 28-Feb |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 12   | 41.33% | 50.17% | 49.00% | 29.83% | 44.33% | 47.17% | 46.83% | 47.33% | 57.50% | 52.83%  | 36.67% | 50.00% | 49.50% | 51.17% | 57.17% | 50.83% | 48.17% | 39.50% | 35.00% | 49.50% | 45.33% | 54.00% | 51.67% | 46.50% | 41.50% | 47.83% | 50.83% | 54.00% |
| 13   | 41.83% | 53.33% | 58.67% | 29.83% | 44.00% | 48.50% | 50.00% | 50.50% | 61.00% | 67.67%  | 41.50% | 51.17% | 51.00% | 54.50% | 59.00% | 55.17% | 58.67% | 44.50% | 38.17% | 52.33% | 45.17% | 58.67% | 56.17% | 51.33% | 44.67% | 48.00% | 54.33% | 57.67% |
| 14   | 44.67% | 52.67% | 60.17% | 29.17% | 41.33% | 49.67% | 49.50% | 52.00% | 61.00% | 78.67%  | 42.67% | 49.00% | 50.17% | 52.83% | 58.17% | 56.67% | 62.67% | 47.67% | 39.50% | 51.33% | 42.83% | 59.17% | 55.83% | 53.17% | 42.00% | 49.17% | 53.67% | 54.50% |
| 15   | 50.83% | 56.00% | 62.67% | 33.33% | 46.00% | 51.17% | 53.00% | 55.33% | 62.00% | 86.50%  | 45.00% | 51.83% | 55.17% | 53.17% | 58.50% | 61.17% | 67.50% | 45.83% | 42.33% | 52.83% | 51.67% | 57.17% | 58.50% | 55.67% | 42.67% | 53.00% | 58.00% | 56.83% |
| 16   | 51.50% | 54.50% | 58.17% | 34.33% | 46.00% | 49.50% | 50.17% | 52.83% | 59.33% | 99.00%  | 45.00% | 48.50% | 49.33% | 55.00% | 60.00% | 56.83% | 65.00% | 47.33% | 40.00% | 48.83% | 50.83% | 54.67% | 58.50% | 52.50% | 40.17% | 50.83% | 55.00% | 53.83% |
| 17   | 52.17% | 60.17% | 71.83% | 30.33% | 40.17% | 44.17% | 47.50% | 46.67% | 56.67% | 100.00% | 47.33% | 41.67% | 45.50% | 48.50% | 56.50% | 56.17% | 72.83% | 49.33% | 36.83% | 43.33% | 48.33% | 52.17% | 57.83% | 53.83% | 38.33% | 44.83% | 48.17% | 50.33% |
| 18   | 61.33% | 66.00% | 88.00% | 23.83% | 36.17% | 34.00% | 41.17% | 47.17% | 53.50% | 100.00% | 47.83% | 29.67% | 33.33% | 52.33% | 53.83% | 58.17% | 85.83% | 49.83% | 34.67% | 33.00% | 42.67% | 55.00% | 66.00% | 58.17% | 37.67% | 33.00% | 38.17% | 38.67% |
| 19   | 75.50% | 72.33% | 93.67% | 19.83% | 34.67% | 33.83% | 49.67% | 58.33% | 67.17% | 100.00% | 43.67% | 26.50% | 31.17% | 51.67% | 51.83% | 58.50% | 92.17% | 50.00% | 31.50% | 29.83% | 44.83% | 59.83% | 72.67% | 61.17% | 35.00% | 30.00% | 32.67% | 33.00% |
| 20   | 76.83% | 67.17% | 80.00% | 15.17% | 29.17% | 31.33% | 49.00% | 55.67% | 67.17% | 75.33%  | 39.00% | 22.67% | 28.33% | 49.50% | 48.33% | 54.00% | 86.17% | 47.33% | 24.83% | 27.33% | 38.50% | 56.83% | 70.67% | 54.83% | 29.33% | 25.67% | 27.33% | 27.50% |
| 21   | 65.50% | 56.67% | 59.67% | 9.50%  | 25.50% | 27.50% | 45.00% | 53.17% | 63.50% | 58.17%  | 22.67% | 19.50% | 26.00% | 37.50% | 39.33% | 48.67% | 76.83% | 42.17% | 20.33% | 23.00% | 30.00% | 48.67% | 59.33% | 50.33% | 24.00% | 19.83% | 21.00% | 21.00% |
| 22   | 54.00% | 41.83% | 47.83% | 6.17%  | 18.33% | 23.00% | 34.67% | 47.00% | 50.50% | 43.33%  | 15.00% | 13.83% | 21.83% | 26.00% | 29.00% | 42.00% | 68.00% | 38.83% | 13.83% | 18.17% | 19.67% | 39.33% | 47.83% | 41.83% | 20.33% | 15.17% | 16.00% | 15.83% |

## March

| hour | 1-Mar  | 2-Mar  | 3-Mar  | 4-Mar  | 5-Mar  | 6-Mar  | 7-Mar  | 8-Mar  | 9-Mar  | 10-Mar | 11-Mar | 12-Mar | 13-Mar | 14-Mar | 15-Mar | 16-Mar | 17-Mar | 18-Mar | 19-Mar | 20-Mar | 21-Mar | 22-Mar | 23-Mar | 24-Mar | 25-Mar | 26-Mar | 27-Mar | 28-Mar | 29-Mar | 30-Mar |
|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 12   | 50.50% | 51.83% | 41.83% | 27.67% | 47.17% | 50.50% | 47.83% | 50.50% | 52.50% | 46.83% | 34.50% | 52.00% | 55.17% | 54.17% | 49.33% | 48.33% | 40.67% | 35.33% | 44.50% | 47.00% | 43.33% | 48.17% | 47.67% | 43.67% | 31.17% | 45.50% | 50.50% | 52.67% | 45.50% | 44.17% |
| 13   | 55.00% | 58.17% | 49.17% | 30.33% | 50.33% | 53.00% | 50.50% | 52.33% | 55.50% | 53.33% | 41.33% | 55.17% | 57.33% | 57.17% | 53.67% | 51.17% | 46.83% | 38.33% | 45.17% | 49.83% | 46.33% | 52.33% | 50.50% | 48.00% | 34.33% | 47.00% | 52.67% | 56.50% | 47.00% | 49.50% |
| 14   | 52.33% | 60.00% | 48.50% | 33.00% | 51.17% | 52.17% | 49.33% | 53.17% | 54.00% | 57.50% | 43.17% | 55.33% | 55.50% | 57.67% | 54.33% | 52.33% | 51.67% | 37.83% | 44.33% | 51.67% | 47.67% | 50.83% | 52.67% | 48.33% | 35.67% | 47.50% | 54.00% | 54.17% | 49.67% | 54.00% |
| 15   | 54.33% | 63.00% | 52.50% | 50.00% | 50.00% | 56.67% | 51.50% | 58.50% | 58.17% | 58.33% | 47.83% | 55.83% | 56.00% | 59.00% | 57.17% | 54.50% | 56.83% | 40.17% | 47.50% | 51.17% | 48.00% | 53.83% | 57.17% | 51.67% | 38.67% | 49.17% | 52.33% | 53.00% | 53.33% | 56.50% |
| 16   | 55.83% | 62.17% | 53.50% | 37.50% | 48.00% | 54.83% | 51.17% | 57.00% | 53.50% | 61.00% | 44.50% | 52.67% | 54.67% | 56.00% | 54.17% | 54.33% | 57.83% | 42.00% | 44.00% | 48.67% | 47.17% | 54.17% | 56.50% | 49.00% | 38.67% | 47.83% | 53.33% | 50.00% | 54.67% | 54.33% |
| 17   | 53.67% | 58.33% | 57.67% | 39.17% | 45.83% | 54.83% | 46.67% | 56.00% | 49.83% | 61.67% | 37.83% | 48.33% | 52.00% | 50.50% | 50.83% | 51.17% | 60.17% | 42.67% | 39.33% | 46.83% | 44.33% | 49.83% | 57.50% | 47.83% | 37.00% | 43.33% | 46.33% | 46.67% | 56.83% | 51.00% |
| 18   | 52.67% | 57.67% | 66.00% | 39.00% | 40.50% | 43.67% | 39.50% | 55.33% | 53.67% | 71.50% | 35.17% | 44.83% | 48.17% | 39.00% | 48.67% | 58.33% | 67.50% | 41.33% | 30.67% | 37.17% | 34.83% | 46.50% | 57.83% | 60.83% | 32.67% | 37.00% | 44.50% | 45.67% | 60.83% | 50.33% |
| 19   | 55.83% | 65.50% | 69.67% | 32.83% | 39.33% | 39.17% | 38.83% | 61.50% | 61.50% | 73.17% | 35.17% | 48.50% | 49.83% | 37.83% | 54.83% | 70.50% | 72.00% | 39.00% | 28.67% | 32.33% | 33.67% | 49.17% | 63.33% | 68.17% | 31.33% | 33.83% | 53.00% | 43.00% | 67.67% | 64.00% |
| 20   | 48.00% | 63.00% | 63.00% | 24.17% | 34.83% | 33.33% | 34.17% | 58.83% | 59.67% | 63.33% | 31.17% | 45.00% | 45.50% | 33.50% | 53.67% | 67.83% | 66.67% | 31.50% | 25.83% | 29.33% | 29.50% | 46.00% | 62.33% | 66.67% | 26.17% | 27.50% | 53.50% | 35.33% | 62.50% | 64.67% |
| 21   | 39.00% | 54.17% | 60.50% | 19.17% | 28.00% | 23.33% | 26.67% | 48.83% | 55.83% | 53.00% | 24.33% | 32.83% | 36.00% | 24.00% | 43.00% | 57.00% | 63.17% | 21.83% | 19.50% | 25.33% | 21.50% | 36.33% | 53.50% | 58.17% | 17.00% | 19.17% | 45.83% | 24.50% | 47.50% | 57.33% |
| 22   | 30.83% | 42.17% | 53.33% | 11.33% | 22.50% | 15.67% | 18.50% | 32.67% | 50.00% | 46.33% | 17.00% | 25.67% | 23.67% | 17.33% | 33.17% | 34.67% | 58.67% | 14.67% | 12.67% | 21.17% | 15.33% | 23.83% | 41.50% | 43.33% | 12.83% | 11.50% | 33.50% | 17.67% | 29.67% | 53.67% |

San Francisco's parking program, SFPark, has developed the leading dynamic pricing model. The objective of this model is to maintain an occupancy range of 60% - 85%. Occupancy of the China Bridge garage during peak times was generally within this suggested range, which indicates that the current rates are in line with the objective of maintaining available parking for Old Town visitors during peak times.

The following data is from February & March, 2018.

- Average occupancy was higher (**69%**) during February than during March (**59%**) for the same time peak times.
- Saturday average peak-time occupancy in February was **78%**. In March it was **61%**. This difference may be due to the event (WinterFest) and the busy holiday (President's Day) in February whereas March did not have any comparable holidays or events.
- The garage was filled beyond **90%** capacity on three out of four Saturday nights in February. It did not fill past **73%** during any peak hours in March.

## Main Street Utilization

Despite parking rates increasing by 50%, February and March saw similar patterns in usage compared to the same months of the prior year. It was anticipated that the rate increase would have a more identifiable impact on vehicle turnover (duration of parking sessions) and reducing congestion. The increase in rate has had a negligible impact on people choosing to park on Main Street.

## Main Street Parking Trends

- Paid parking sessions were nearly equal from the same time last year. Total transactions decreased in 2018 by **~5%** (52,564 vs. 49,565). This is not a significant variation and there are likely many contributing factors that cannot be accounted for.
- In 2018, the busiest hour had an average of **92** parking transactions. In 2017, the busiest hour had an average of **97** parking transactions.
- The average parking session duration increased to **2.04 hours** in 2018 from **1.93 hours** in 2017.

Staff is working to develop a model that better reflects occupancy on Main Street.

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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**Subject:**

Mental Health Update

**Suggested Action:**

**Attachments:**

[Annual Mental Health Report](#)





**To:** Park City Council  
**From:** Aaron W. Newman, *Mental Health & Substance Abuse Programs Coordinator*  
**Date:** May 24<sup>th</sup>, 2018  
**Item:** 12 Month Report on Mental Health & Substance Abuse  
**Process:** Council Report, No Presentation, No Action Required

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## Introduction:

Over the past 12 months, the Summit County Mental Wellness Alliance (Alliance), and partners have continued to work towards its mission of *"(e)nhancing the quality of life for all Summit County residents by improving community awareness of mental health & substance abuse issues and increasing access to effective treatment and prevention."* The following account provides an executive level look at the current achievements of the Alliance in addressing mental health & substance abuse within our community. While we have come a long way in meeting the goals and objectives of the Summit County Mental Wellness Strategic Plan, much work remains ahead. It is through our continued support from all stakeholders that allows us to continue in making improvements for all of Summit County.

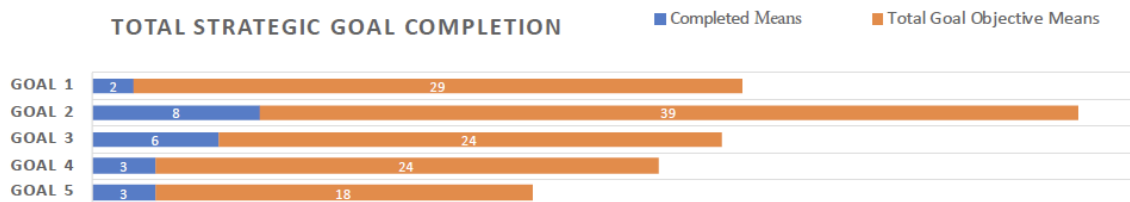
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## Strategic Goals:

- Goal 1.** Expand Community **ACCESS** to mental health & Substance Abuse programs and services in Summit County.
- Goal 2.** Increase **PREVENTION AND EDUCATION** around mental health & substance abuse in Summit County.
- Goal 3.** Ensure **ACCESS AND SUSTAINABILITY** of mental health programs and services in Summit County.
- Goal 4.** Establish systems to support life during **RECOVERY AND REINTEGRATION** into the community.
- Goal 5.** Ensure **EQUITY** of mental health & substance abuse programs and services for Latino community members.

The Summit County Mental Wellness Strategic Plan (Strategic Plan) is the result of an eleven-month community initiative to identify and address issues of mental health & substance abuse in Summit County. Recognizing that Utah has one of the highest rates of mental illness in the United States (23.4%) and that an immediate need exists within our community, both the Summit County Council and the Park City Council have recognized this as a key priority in their 2017 goals. Through the use of community surveys, focus groups, and the creation of a community-based coalition centered on mental health & substance abuse; the Strategic Plan was presented to the community as a means of enhancing the quality of life for all Summit County residents, regardless of mental health or substance abuse concerns.

Each Strategic Goal and its corresponding Objectives are broken down into Means and have been assigned to a community committee.

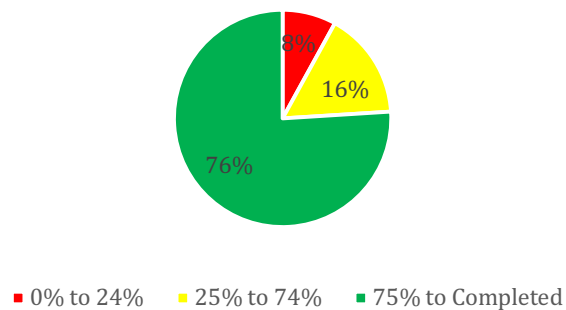


## Summit County Mental Wellness Strategic Plan:

By far, the most significant achievement of the past year has been the community collaboration in creating the Summit County Mental Wellness Strategic Plan (Strategic Plan) and its subsequent approval by the Summit County Council on November 15th, 2017. Serving as a unifying community document and roadmap to meeting the needs of Summit County, the Strategic Plan continues to drive our efforts on achieving our mission of enhancing the quality of life for all Summit County residents. Continued and growing support for the document can be shown through the ever-increasing number of volunteers engaged in the Strategic Plan's implementation. As of this report, the number of volunteers has grown in excess of 210!

With the approval of the plan in November, full implementation began on January 1st, 2018. Established in 6-month phases, phase 1 of the Strategic Plan concludes on July 1st, 2018. As of this report, 77% of phase 1 is at or near completion, with the remainder on track for completion on July 1st. Currently, 15% of the overall Strategic Plan rests at completion in large part to the work of our volunteers and partners. Completion of objectives and

### Phase 1 Completion - Ending July 1st



means related to the five goals is tracked monthly through the use of a dashboard program and is reviewed at each month's Steering Committee meeting to ensure fidelity to the plan and provide support where needed. Additional key metrics are reported on the dashboard, such as QPR trainings and media reach variables.

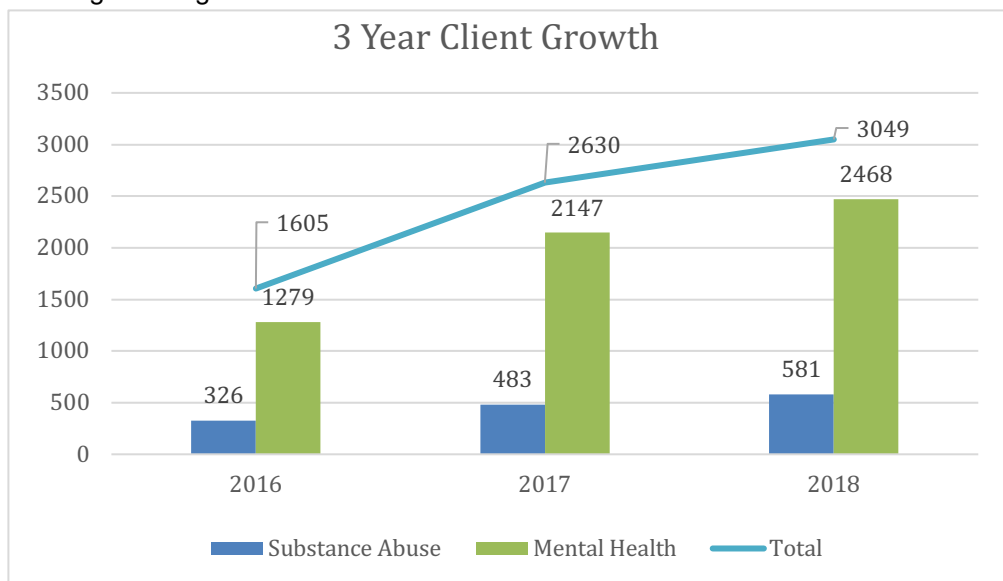
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## Mental Health & Substance Abuse Community Achievements:

The following is a look at the current success of the Alliance and its partners over the past 12 months. Due to the limitations of a staff report, only the highest-level success are provided.

### ***Reduction of Stigma Surrounding Mental Health & Substance Abuse:***

While we are not able to place a metric on measuring a change in perception surrounding the stigma related to mental health and substance abuse, we are able to measure the increase in services and new clients for mental health and substance abuse. Between the fall of 2016 to the fall of 2018, Valley Behavioral Health, which serves as the County's contracted provider, saw an overall growth of 77% in the number of individuals receiving treatment for mental health and substance abuse related issues. This increase corresponds to the community discussion on mental health and substance abuse and has continued to track as the efforts of the Alliance and CONNECT continue to increase within the community. Therefore, we feel confident in using this as one metric to monitor changes in stigma.



### ***Communities That Care Youth Prevention Program:***



Serving as the cornerstone of the Alliance's youth prevention efforts, Communities That Care (CTC) is an evidence-based prevention model utilized by the Alliance in partnership with the Park City School District, North Summit School District, and South Summit School District to coordinate youth-based prevention efforts. Used across the nation as a means of reducing risk factors for negative behaviors, and strengthening protective factors, the efforts of the Alliance CTC Program have led to the creation of several initiatives, such as the formation of a Youth Advisory Council, Parent Education Program, and the identification of priority risk and protective factors to address harmful behavior in Summit County youth. Additional achievements over the past 12 months for CTC include:

- The hiring of Mary Christa Smith as the Summit County Communities That Care Coordinator. Thanks to her leadership, CTC in Summit County is already 3 years ahead of where most coalitions are at this point in time.

- Conducted a review and evaluation of 2016 SHARP data. SHARP is a statewide assessment given to 6th, 8th, 10th, and 12th graders every 2 years which measures a variety of risk and protective factors, such as perceived harm from the use of drugs, rate of alcohol use by grade, and mental health data points. This data was compiled and analyzed to create a community “picture” of youth perceptions and engagements in relation to mental health and substance abuse.
- The development of a parent education program to be implemented in the Fall of 2018 for parents in all three school districts. The program is designed to give parents both the knowledge and skills to address issues of substance abuse and mental wellness with their children.
- Identified three priority risk factors and one priority protective factor for focused action in addressing problem behaviors with youth.
  - Priority Risk Factors:
    - 1) Mental Health Targeting Depressive Symptoms
    - 2) Parental Attitudes Favorable to Substance Use and Anti Social Behavior
    - 3) Low Perceived Risk of Harm From Substance Use
  - Priority Protective Factor:
    - 1) Opportunities for Pro-Social Involvement
- Conducted an in-depth resource assessment of our community to identify programs that address the above priorities, as well as gaps in service.
- Developed new collaborative partnerships with community partners to conduct events such as "Front Line and the Blue Line" parent event. Focused on educating parents about the signs of youth drug use and the dangers of unsupervised internet usage, over 1,300 parents attended the event held in each school district.
- Developed and adopted the "North Star Document" to serve as a supplement to the Summit County Mental Wellness Strategic Plan in relation to youth prevention. This document is comprised of the objectives and means of the CTC program and serves as the measure for selecting programs for our community.
- Established the Youth Advisory Council. A youth lead council focused on collectively exploring solutions to mental health and substance abuse concerns facing youth, membership of the Council is comprised of students from all 3 County school districts. For the 2018/2019 school year, the Council has identified the following priorities; social equity with a focus on LGBTQ acceptance, suicide prevention, and substance use.

### ***Hope Elevated:***



designed for rural communities facing high rates of suicide. When examined, the program addresses many of the same risk factors found in Summit County and is the only suicide prevention program endorsed by the World Health Organization. Implemented in over 40

In partnership with the National Health Service – Scotland, established the foundations for the implementation of the ChooseLife Suicide Program. Designed as a prevention, intervention, and postvention community plan, ChooseLife (*Renamed Hope Elevated for Summit County*) is

countries, when used to fidelity, communities report an 18% drop in suicides within six years. The program is set to launch an intervention program for adults in August and supplement the efforts of the QPR program in training the community. Over the next 12 months, additional components of the program will be introduced to the community.

### ***QPR Program:***

QPR, or Question Persuade Refer, is a national suicide prevention and intervention program recognized by the Center for Disease Control (CDC). This program serves as a community prevention/intervention program for the community and is receiving specific funding from the Summit County Council. Achievements over the past 12 months include:

- Establishment of a community training corps comprised of over 30 community members trained in teaching QPR in English and Spanish.
- Trained Park City Municipal employees in QPR, and scheduled to do so for all Summit County employees in June.
- Trained 368 residence sense January 2018.
- Have identified residents in “gatekeeper roles” within the county to be trained based on their daily interactions with people, such as physical therapists.
- Training students in all three school districts.
  - **QPR training has been credited with saving the lives of 4 students as a result of their peers recognizing the signs of suicide and following their training to connect them to help.**
- Hosted 5 trainings in Spanish.

### ***PTSP:***

The Post Traumatic Stress Program (PTSP) is designed to be a resource for first responders and their families in addressing traumatic stress related to serving the public. Established as a means for responders to seek therapy outside of their chain of command and extend treatment beyond the limited number of sessions provided by insurance, the program is designed to provide anonymity for those partaking in the program and to provide it a little to no cost. Success over the past 12 months include:

- One therapist and one psychiatrist have signed on to provide treatment to first responders and their families through the PTSP.
- The Park City Community Foundation has established a community fund for donations to support the program.
- Due to confidentiality, we can only say that the program is being utilized.

### ***Tele-Assessment in the Summit County Jail:***

In partnership with the University Neuropsychiatric Institute (UNI), developed a crisis assessment program for inmates to receive timely assessment from an on-call staffer at UNI over a telecommunications network. This program will reduce the time of assessment from over 3 days in some cases to 90 minutes. In final negotiations with UNI as of this report.

### ***Increase in Spanish Language Services:***

Thanks to a donation from Rob Katz & Elana Amsterdam, Jewish Family Services and the Christian Center of Park City were each able to add a Spanish speaking clinician to their staff to better serve our Spanish speaking community.

**Medicaid:**

Working with Valley Behavioral Health, developed a local area plan for FY 2019 to improve the utilization of Federal, State, and County Medicaid funds to provide and enhance services and programs within Summit County funded through Medicaid.

**Park City Clubhouse:**

Established the foundation for a Park City Clubhouse program. The clubhouse program is a designated space in which those with a diagnosed mental illness or addiction can learn new skills to enter the workforce. The Christian Center of Park City has graciously agreed to house the program in partnership with CONNECT and the Summit County Mental Wellness Alliance. Work on applying for a grant to fund the program for four years is currently underway.

**Housing for Drug Court Participants:**

The Summit County Recovery Foundation was able to acquire housing for male drug court participants. This will help to improve the success rates for program participants in being able to have a stable housing solution during the program. The SCRF is still looking for a similar property for female participants.

**Provider List:**

Thanks to the tireless work of CONNECT, the development of a community resource list listing clinicians and their services has been developed and is in the process of being entered into a searchable, online database for residents to be able to utilize to find appropriate services.

**Mobil Crisis Outreach Team (MCOT):**

Working with the Park City Police Department, Summit County Sheriff's Department, Valley Behavioral Health, and the Health Department developed the outline of a functioning MCOT for Summit County. Currently, this work is on hold due to the passage of HB 41 & 42, which called for the state to create an MCOT program. It should be noted; we had identified the need for an MCOT program a full year before the legislature brought forth the idea.

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**Recognitions:**

While not directly related to the Strategic Plan, the following are points of recognition based on the work of the Strategic Plan.

- The Utah Division of Substance Abuse and Mental Health (DSAMH) has recognized the Summit County Mental Wellness Strategic Plan as a model for other communities in Utah to emulate in the development of a community-driven effort in coordinating efforts in addressing mental health and substance abuse at the local level.
- Governor Herbert recognized the ChooseLife program implemented in Summit County during his address on the suicide epidemic in Utah and stated it was a model to consider for other communities in Utah.
- Thanks to the efforts of Park City Councilwomen Nann Worel and Health Department Director Rich Bullough, Aaron Newman has been appointed to the Governors Opioid Task-Force.
- Thanks to the efforts of Summit County Chair, Kim Carson, Aaron Newman has been appointed to the Utah Behavioral Health Council (UBHC). UBHC serves as the governing body for substance abuse and mental health in Utah.

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**Recognitions:**

While much had been accomplished over the past 12 months, much more remains, and will always remain. In striving to improve the state of mental health and substance abuse in Summit County, we have come together as a community, dedicated to working as one. Through the continued dedication and support of the community and our partners, we are poised to continue to lead by example on how a community joined together can work collectively to find creative and sustainable solutions.

To this end, I would like to express my deepest and continuing thanks the Park City Council for their support, and all our community members, groups, and organizations who share their time, resources, ideas, hopes, and stories of how mental health & substance abuse has affected them. Only as a community will we be able to find sustainable solutions to improving the quality of life for Summit County.

-END OF REPORT-

## Council Agenda Item Report

Meeting Date: May 31, 2018

Submitted by: Rebecca Gillis

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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### **Subject:**

Certificate of Achievement for Excellence in Financial Reporting (CAFR) Award Announcement

### **Suggested Action:**

The Certificate of Achievement for Excellence in Financial Reporting has been awarded to Park City Municipal Corporation by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA was awarded to Rebecca Gillis, Finance Manager. However, the Certificate could not be achieved without the help from the entire Finance Department along with help from Budget, Executive, Legal and all other City Departments. The award – and the thirty years of GFOA Certificate of Achievement for Excellence in Financial Reporting – is also a testament to Lori Collett's many years of outstanding service to the city of Park City.

### **Attachments:**

[GFOA Staff Report](#)

[GFOA Certificate of Achievement for FY2017](#)

[AFRA Certificate](#)





## City Council Staff Communications Report

**Subject:** GFOA Certificate of Achievement for Excellence in Financial Reporting  
**Author:** Rebecca Gillis – Finance Manager  
**Department:** Finance  
**Date:** May 31, 2018  
**Type of Item:** Informational

In April 2018 Park City Municipal was awarded the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting for our 2017 fiscal year end comprehensive annual financial report (CAFR). A Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. This is the thirtieth consecutive year that Park City has received this prestigious award.

The CAFR has been judged by an impartial panel to meet the highest standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA was awarded to Rebecca Gillis, Finance Manager. However, the Certificate could not be achieved without the help from the entire Finance Department along with help from Budget, Executive, Legal and all other City Departments. The award – and the thirty years of GFOA Certificate of Achievement for Excellence in Financial Reporting – is also a testament to Lori Collett's many years of outstanding service to the city of Park City.

Attached is a copy of the Certificate of Achievement for Excellence in Financial Reporting presented to Park City Municipal Corporation and the Award of Financial Reporting Achievement presented to Rebecca Gillis, Finance Manager.



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Park City Municipal Corporation  
Utah**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**June 30, 2017**

*Christopher P. Morill*

Executive Director/CEO



The Government Finance Officers Association  
of the United States and Canada

*presents this*

## AWARD OF FINANCIAL REPORTING ACHIEVEMENT

*to*

**Rebecca Gillis**

Finance Manager

Park City Municipal Corporation, Utah



*The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.*

Executive Director

*Christopher P. Morill*

Date April 23, 2018

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Brenda Wilde

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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**Subject:**

WaterSmart - Spanish Language Support

**Suggested Action:**

Informational

**Attachments:**

[Spanish Language Customer Portal Report](#)



## City Council Staff Communication Report

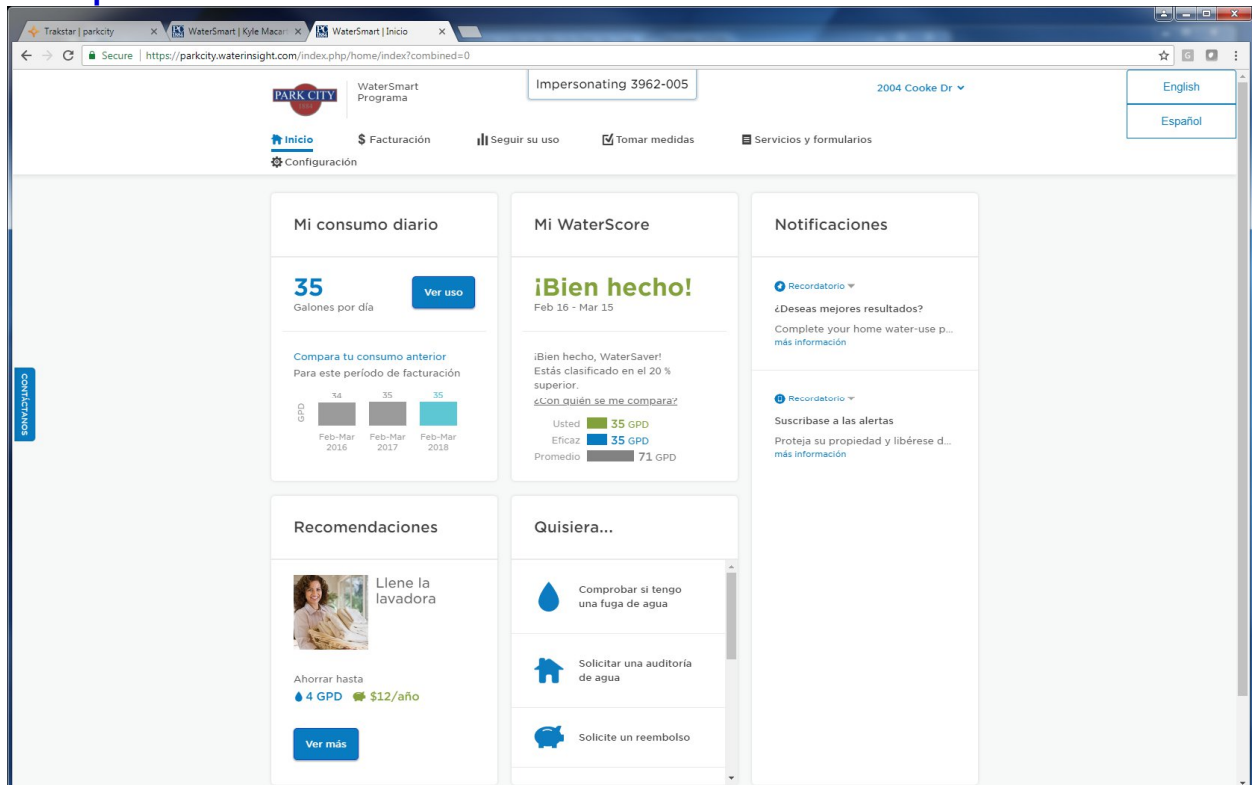
**Subject:** WaterSmart  
**Author:** Brenda Wilde, Water Billing Coordinator  
**Department:** Public Utilities  
**Date:** May 31, 2017  
**Type of Item:** Informational

### Purpose

Staff is happy to share with Council and Community that WaterSmart, our online conservation and usage portal, has recently added Spanish language support. This will make this tool accessible to Spanish only speakers in our community.

The Spanish Customer Portal contains all of the same content that is in the English version. Our customers will be able to switch to the Spanish version by clicking on the language menu in the top right corner of the portal, and if the default language in the customer's web browser is Spanish, the Customer Portal will also default to Spanish. It works for both desktop and mobile computer users.

### Example:



The Spanish Customer Portal became available on Wednesday May 2, 2018. In order to notify the community of this enhancement a notice in Spanish and English was

provided on the home water report that goes out to almost all water account holders. Rocio Torres, our Community Liaison assisted with the Spanish language for the home water report. We also reached out to Celia Peterson, Environmental Sustainability Project Manager, Linda Jager, Community Engagement Manager, and Elizabeth Quinn Fregulia, Senior Communication Associate, and will discuss piggyback on their outreach efforts for the home energy-efficiency kits.

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Jason Christensen

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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**Subject:**

Acoustic Leak Survey Report

**Suggested Action:**

**Attachments:**

[Acoustic Leak Survey Report](#)



## City Council Staff Communications Report

**Subject:** Acoustic Leak Survey Report  
**Author:** Jason Christensen, Water Resources Manager  
Kyle MacArthur, Water Distribution Manager  
**Department:** Public Utilities  
**Date:** May 31, 2018  
**Type of Item:** Informational

This summer the City is focused on reducing the amount of water that is lost in the distribution system. The City maintains over 120 miles of pipe, ranging in age from 0 – 60 years. Like any pipe network, over time issues arise. These problems can be difficult to locate, but various techniques can be used to help identify problems. Staff, with consultant support, has just completed an acoustic leak survey of the entire system, and has included a high level summary of those results below:

- 1 mainline leak
- 53 leaking hydrants
- 3 leaking valves
- 1 temporary irrigation system still running
- Total loss identified = 106.5 gallons per minute.
  - This will result in a savings of \$54,655 per year in utility costs (basically the energy and some materials used to provide this water)
  - This project is estimated to pay for itself, including estimated repair costs, in 1.5 year

Overall water loss in 2017 was 820 gallons per minute, or 27% system loss. Assuming no increase in loss, this project alone will reduce loss to 713.5 gallons per minute, or 24% system loss. Field staff have begun repairing these problems. In the future, fire hydrants will be “listened to” by field staff using existing equipment during routine maintenance and after repairs to catch these problems earlier.

Additional actions will be taken this summer in the hopes of further reducing leaks. Staff with consultant support has deployed a sensor network in Upper Deer Valley to investigate and hopefully locate around 300 gallons per minute that cannot currently be accounted for. We also will be using our tank cleaning crew to do in tank leak detection both in Deer Valley and around the entire system.

Starting in June, staff with consultant support, will evaluate our existing instrumentation to rule out phantom loss caused by inaccurate instrumentation and allow for better water tracking and accountability.



## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

---

**Subject:**

Emergency Contract for Health and Safety Issues at 2015 Prospector Avenue Affordable Housing

**Suggested Action:**

Information only

**Attachments:**

[Emergency Contract for Affordable Housing Staff Report](#)



## City Council Staff Communications Report

**Subject:** Emergency Contract  
**Author:** Rhoda Stauffer  
**Department:** Community Development, Affordable Housing  
**Date:** May 31, 2018  
**Type of Item:** Informational

### **Executive Summary:**

The purpose of this report is to inform City Council that an Emergency Contract for Professional Services Agreement was signed with Orkin Pest Control to provide immediate remediation of bed bug and cockroach infestations in the 23 studio units recently purchased by the City at 2015 & 2105 Prospector Avenue.

### **The Problem:**

Per Park City's purchasing policy, staff is required to go through a formal procurement process for any service contract over \$25,000 and requires Council approval for any contracts with a cumulative total over \$25,000. Because the units had been neglected for years and current conditions were unsanitary and unsafe, and because the Summit County Health Department issued a Notice of Violation that required immediate action, staff was not able to follow standard procedure and relied on emergency exceptions to engage Orkin Pest Control.

### **Background:**

On March 29, 2018, City Council approved the purchase of a loan on 21 units at 2015 Prospector Avenue (two additional units not included in the loan security were included in the sale). The [March 29, 2018 staff report](#) is linked here, page 107. The units fulfilled a portion of Talisker's housing obligation and the City stepped in when Talisker defaulted on the loan. Talisker also allowed HOA dues totaling \$70,000 to go unpaid, and didn't attend to regular maintenance and repairs causing health and safety issues within many of the units. The City's intervention assured that the units aren't lost to the market-rate pricing, prevented the sudden eviction of current lease holders and will assist in addressing long neglected health and safety issues quickly. Recently, when the units were still owned by Talisker and the Prospector HOA reached out to the City seeking help in forcing Talisker to address the pest issues, the City notified the Health Department. Since taking ownership of the units the City has been working cooperatively with the Health Department and appreciates all of their assistance in addressing this issue.

### **Analysis:**

Health and safety issues include, but are not limited to: cockroach and bed bug infestations, mold, exposed electrical wiring, water leaks and more. After inspection of the units, the Summit County Health Department issued a Notice of Violation to the City

requiring initial treatment for both infestations to be completed by May 31, 2018. Due to the emergency nature of having to get the infestations treated immediately staff did not have time to put out a Request for Proposals or get Council approval prior to entering into the contract. While City Council had directed staff to address the pest issues, in the interest of timeliness, staff went ahead and utilized this exception process.

Section D. Exceptions of the City's [Contracts and Purchasing Policies \(Section D.1., Page 50\)](#), paragraph 1. states:

*“Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, of public property or of private property; circumstances which place the City or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the City to suffer financial harm or loss, the gravity of which clearly outweighs the benefit of competitive bidding in the usual manner. The City Council shall be notified of any emergency contract which would have normally required their approval as soon as reasonably possible. Consult the Emergency Manager regarding purchases for disaster events.”*

Staff selected the regional Orkin affiliate to address the infestations.

Staff quickly interviewed five pest control companies before determining that Orkin was the best choice for the job. Orkin demonstrated experience and the best choice of methods especially for bed bugs. And although the most expensive of the bids (bids ranged from \$3,845 to \$50,000), staff was able to negotiate a reduced price of \$31,589.

**Department Review:**

This report has been reviewed by the City Manager, Community Development, and Legal.

**Funding Source:**

Funding for this emergency services agreement will come from the City's transit funding due to the final uses of the units being housing transit employees.

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Rebecca Gillis

Submitting Department: Finance & Accounting

Item Type: Ordinance

Agenda Section: CONSENT AGENDA

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### **Subject:**

Request to Authorize the City Manager to Enter into a Professional Services Agreement in a Form Approved by the City Attorney with Zions Bank for Banking Services

### **Suggested Action:**

### **Attachments:**

[Banking Services Staff Report](#)

[Zions Service Provider Agreement](#)

## City Council Staff Report



**Subject:** Banking Services Contract  
**Author:** Rebecca Gillis, Finance Manager  
**Department:** Finance  
**Date:** May 31, 2018  
**Type of Item:** Consent

### Summary Recommendation

Authorize the City Manager to enter into a Professional Services Agreement in a form approved by the City Attorney with Zions Bank for banking services.

### Executive Summary

- Banking services include City checking accounts, ACH and wire transaction processing, online banking and employee banking programs.
- On March 12, 2018 the City sent out a Request for Proposal (RFP) for banking services to seven local financial institutions: Chase Bank, Wells Fargo Bank, KeyBank, US Bank, Zions Bank, Grand Valley Bank and Mountain West Bank. The City also advertised the RFP in the local newspaper on March 7<sup>th</sup> and March 10<sup>th</sup>.
- The City received responses from six of the institutions; Wells Fargo Bank, KeyBank, US Bank, Zions Bank, Grand Valley Bank and Mountain West Bank.
- Staff met internally to review the proposals and unanimously decided to award the contract to Zions Bank, our current banking service provider. The decision was based on several factors, including, but not limited to: the bank's maximum amount of deposits in excess of the federal deposit insurance limits as qualified by the Utah Money Management Council, financial strength and capacity, fees, experience, and a full service branch location within the City limits.
- The approximate amount of the banking fees for the initial three-year term is \$40,000. The amount is approximate because while the price of each type of banking transaction is a not to exceed price, the volume of each type of transaction can vary. For example, the number of ACH transactions can vary depending on the number of utility accounts processed electronically during the month.
- The initial term of the contract will be a three-year term commencing July 1, 2018. At the City's option, two (2), two-year extensions will be permitted with the same terms and conditions of the original contract or as amended, thereby providing for seven (7) years of depository and banking services. The prices may be renegotiated at that time.

### Acronyms

- CRA – Customer Reinvestment Act
- FDIC – Federal Deposit Insurance Corporation
- RFP – Request for Proposal

- UMMA – Utah Money Management Act

### **The Problem**

The current banking contract expires on June 30, 2018.

### **Background**

- The six (6) financial institutions that submitted proposals met the following required conditions:
  - o Full-service branch located within the Park City limits,
  - o Must be a qualified depository for public funds pursuant to the Utah State Money Management Act Section 51-7-11,
  - o Must be a member of the Federal Reserve System with access to all Federal Reserve services and insured by the FDIC,
  - o Must submit with their proposal a copy of their annual financial report for the past two (2) years,
  - o Must have a rating of “Outstanding” or “Satisfactory” on its most recent CRA review,
    - the CRA assesses a financial institution’s performance in helping to meet the credit needs of its community and evaluates in the context of information about the institution (capacity, constraints and business strategies), its community (demographic and economic data, lending investment, and service opportunities), and its competitors and peers. CRA ratings are outstanding, satisfactory, needs to improve and substantial noncompliance.
  - o Must represent and warrant that the financial institution is familiar with local laws and ordinances and will conform to all local, state and federal laws, and
  - o Must have the ability to supply web-based information reporting systems and allow multiple users with different security level access, provide electronic images of cleared checks front and back, direct deposit services, wire transfers, cashier’s checks, electronic funds and automatic clearinghouse transfers.

Proposals were evaluated by a committee of Finance Department staff. All proposals were evaluated using the same criteria and weighting. Price was not the sole deciding factor. Criteria for evaluation of proposals included the following:

1. Legal and other qualifications have been met by the financial institution,
2. Proper submission and responsiveness to RFP,
3. Verification that a proposing bank is qualified under Section 51-7-11 of the UMMA as a designated depository and ranked based on maximum amount of uninsured Public Funds allowed per institution,
4. Bank and branch locations in the Park City Municipal city limits,
5. Experience, resources, and qualifications of the financial institution and individuals assigned to this account and relevant experience managing similar account relationships with public agency clients,
6. Scope of services offered including internet based services,

7. Financial strength and capacity of proposing institution based upon annual financial reports and other related information,
8. Type of references: local government vs. other type of entity; reference recommendations, if contacted,
9. Fees,
10. Agreement to the terms of the City's Service Provider/Professional Services Agreement, and
11. Employee banking services package.

Zions' proposal is the best overall choice for the City's banking services. Zions is currently the City's financial institution. Staff has been extremely satisfied with the service received from Zions over the past approximately twenty five years. Staff recommends that Zions be awarded the contract to continue to furnish the City's banking services.

|  |                | Zions    | US Bank  | Wells Fargo | KeyBank  | Mountain West | Grand Valley |
|--|----------------|----------|----------|-------------|----------|---------------|--------------|
|  | <b>RANKING</b> | <b>1</b> | <b>2</b> | <b>3</b>    | <b>4</b> | <b>5</b>      | <b>6</b>     |

### Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize the City Manager to enter into a Professional Services Agreement in a form approved by the City Attorney with Zions Bank for banking services.

#### Pros

- a. Continue with current financial institution.
- b. No need to rebid for at least three years.

#### Cons: None

2. **Null Alternative:** Do nothing or deny the request.

#### Pros: None

#### Cons:

- a. Finance would need to rebid the contract.
- b. Current banking contract would likely be expired and require an extension before a new institution and contract could be selected.

3. **Other Alternatives:** Continue the item. City Council could continue the item until June 14, 2018, meeting and still take action on this item prior to the expiration of the current contract. Continuing the item past June 30, 2018, would require a current contract extension.

### Department Review

Executive, Legal and Finance

### Funding Source

Funding is already allocated in the Finance Department annual budget.

### Attachments

- A Professional Services Agreement with Attachments and Exhibits

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

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ZIONS FIRST NATIONAL BANK, a federally chartered financial institution ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

## **1. SCOPE OF SERVICES.**

The Service Provider will provide to the City all the banking services required by the City according to its Request for Proposal (RFP) dated March 12, 2018, and pursuant to Zions Bank's proposal dated April 13, 2018, and incorporated herein by reference and attached hereto as Attachment A. In order to provide these banking services, Zions Bank will operate a full-service branch located within the City limits of Park City for the full term of the banking contract. Zions Bank shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Zions Bank responsibilities throughout this Agreement and as set forth in Zions Bank's proposal dated April 13, 2018 and incorporated herein. The fees for banking services shall not exceed the bid charge per item listed in Exhibit "A", which is attached hereto. The prices in Exhibit "A" are effective through June 30, 2021.

Service Provider shall abide by the requirements of the Federal Reserve, Office of the Comptroller of Currency, Securities and Exchange Commission, Sarbanes-Oxley, and Gramm-Leach-Bliley Act regarding internal controls, federal standards, safeguarding customer information, and financial reporting.



The City has designated Rebecca Gillis, Finance Manager, or her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

**2. TERM.**

The term of this Agreement shall commence on July 1, 2018, and shall remain in effect for an initial three (3) year period. At the City's option, two (2), two-year extensions will be permitted with the same terms and conditions of the original Service Provider/Professional Services Agreement or as amended, thereby providing for seven (7) years of depository and banking services.

**3. COMPENSATION AND METHOD OF PAYMENT.**

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall be authorized to auto-debit the City's operating account for payment of services under this Agreement. Under certain services, fees are or may be assessed for each transaction as indicated in Exhibit A.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

**4. RECORDS AND INSPECTIONS.**

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be

necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement. This examination is subject to Federal Banking restrictions.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or

representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

**6. SERVICE PROVIDER EMPLOYEE/AGENTS.**

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

**7. HOLD HARMLESS INDEMNIFICATION.**

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

Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

## **8. INSURANCE.**

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

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:  
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollars (\$500,000) policy limit.

- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

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

## **9. TREATMENT OF ASSETS.**

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

## **10. COMPLIANCE WITH LAWS AND WARRANTIES.**

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

Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

**11. NONDISCRIMINATION.**

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

**12. ASSIGNMENTS/SUBCONTRACTING.**

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

**13. CHANGES.**

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

**14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.**

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

**15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

**16. TERMINATION.**

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

**17. NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

**18. ATTORNEYS FEES AND COSTS.**

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

**19. JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party



hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.

- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

**20. SEVERABILITY AND NON-WAIVER.**

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

**21. ENTIRE AGREEMENT.**

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

**22. OTHER AGREEMENTS INCORPORATED BY REFERENCE.**

The provisions in the Service Provider's Treasury Management Master Services Agreement, Summary of Services, Deposit Account Agreement, and Specifications (including all set-up details, authorizations, procedures, protocols, applications, instructions, guidelines, manuals, fee schedules, and training materials) are hereby incorporated into this Agreement by reference. If there are any conflicts between the other Agreements and this Agreement, this Agreement shall control.

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

**PARK CITY MUNICIPAL CORPORATION**

445 Marsac Avenue

Post Office Box 1480

Park City, UT 84060-1480

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

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

Approved as to form:

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

**ZIONS BANK**

One South Main Street

Salt Lake City, Utah 84133

Tax ID#: 87-0189025

PC Business License #B-003116

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

STATE OF UTAH                    )  
                                              ) ss.  
COUNTY OF SUMMIT            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (*title or office*) of \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company).

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

| <b>INFORMATION SERVICES</b>        |       |       |                    |
|------------------------------------|-------|-------|--------------------|
| Check Return Acct Maint            | 0     | 0     | \$ -               |
| Stop Payments Module               | 1     | 7.5   | 7.50               |
| Stop Inquiry                       | 7     | 0.35  | 2.45               |
| Book Transfers Module              | 1     | 5     | 5.00               |
| Account Maintenance                | 3     | 15    | 45.00              |
| Electronic Report Delivery         | 7     | 3     | 21.00              |
| Stop Pay - 6 Months                | 0     | 15    | -                  |
| Stop Pay - 12 Months               | 0     | 15    | -                  |
| Same Day Reporting Module          | 3     | 12    | 12.00              |
| ACH Entry                          | 2,427 | 0.13  | 315.51             |
| ACH Addenda                        | 8     | 0.07  | 0.56               |
| Image Per Account                  | 2     | 6     | 12.00              |
| Deposited Item Image - Acct        | 2     | 6     | 12.00              |
| BAR-Prev Detail                    | 1,521 | 0.08  | 121.68             |
| BAR-Same Detail                    | 669   | 0.08  | 53.52              |
| ACH Module                         | 1     | 25    | 25.00              |
| BAR-Prev Summary                   | 500   | 0     | -                  |
| BAR-Same Summary                   | 355   | 0     | -                  |
| Wire Transfers Module              | 1     | 12    | 12.00              |
| Stop Payment Range - 6 Mos         | 0     | 15    | -                  |
| Credit Card Accounts               | 3     | 1     | 1.00               |
| Total Users Enrolled               | 0     | 0     | -                  |
| <b>ELECTRONIC CHECK PROCESSING</b> |       |       |                    |
| AD Credit                          | 21    | 0.055 | \$ 1.15            |
| ADItem - On Us                     | 169   | 0.055 | 9.29               |
| AD Item - Local                    | 0     | 0.06  | -                  |
| AD Items Deposited - Other         | 1,325 | 0.06  | 79.50              |
| AD Basic Service Fee               | 1     | 10    | 10.00              |
| AD Review                          | 100   | 0.3   | 3.00               |
| AD CAR/LAR & IQA - Monthly         | 0     | 0     | -                  |
| <b>BUSINESS INTERNET BANKING</b>   |       |       |                    |
| Transaction Reporting              | 1,431 | 0     | \$ -               |
| Check Image Reporting              | 0     | 0     | -                  |
| Current Day Reporting              | 0     | 0     | -                  |
|                                    |       |       |                    |
| <b>TOTAL</b>                       |       |       | <b>\$ 1,393.49</b> |

**Exhibit "A" - Continued**

| <b>Service Description Summary</b>           | <b>Item Cost</b> | <b>Monthly Cost</b> |
|----------------------------------------------|------------------|---------------------|
| Full Check Positive Pay (send files to bank) | 10               | \$ 10.00            |
|                                              |                  | -                   |
|                                              |                  |                     |
| <b>Integrated Payables</b>                   |                  | -                   |
| iPay Business Bill Pay Setup                 | 0                | -                   |
| iPay Business Invoice-To-Pay Setup           | 0                | -                   |
| iPay Bus Billpay Service (Monthly)           | 10               | 10.00               |
| iPay Inv-To-Pay Service (Monthly)            | 75               | 75.00               |
| iPay Per Check Processed                     | 1.3              | -                   |
| iPay Per ACH Processed                       | 0.25             | -                   |
| iPay Per Pay Invoice Captured                | 2.75             | -                   |
|                                              |                  | -                   |
|                                              |                  | -                   |
| Commercial Card Program (Purchasing Card)    | 0                | -                   |
|                                              |                  | -                   |
|                                              |                  | -                   |
| Merchant Bankcard Processing                 | To be priced     | -                   |
|                                              | based on volume  | -                   |
|                                              |                  | -                   |
|                                              |                  | -                   |
|                                              |                  | -                   |
|                                              |                  | -                   |
|                                              |                  | -                   |
|                                              | <b>Total</b>     | <b>\$ 95.00</b>     |

**EXHIBIT “B”**

**PAYMENT SCHEDULE FOR “EXTRA” WORK**

**N/A**

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

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### **Subject:**

Request to Amend the Construction Budget Associated with the Woodside Park Phase 1 Affordable Housing Project in an Amount Not to Exceed \$105,000

### **Suggested Action:**

### **Attachments:**

[Woodside Phase I Amended Budget Staff Report](#)

[Adjustment or Waiver of Construction, Development, or Impact Fees Policy](#)



## City Council Staff Report

**Subject: Woodside Park Phase 1 – Amended Construction Budget**

**Author: Jason Glidden**

**Department: Community Development**

**Date: May 31, 2018**

**Type of Item: Administrative**

### Summary Recommendation

Staff recommends that City Council approve the amended construction budget for Woodside Park Phase 1 in the amount not to exceed \$4,923,910.55 which includes the waiver of construction and development fees, including building permit and police, roads and street impact fees, estimated at \$105,000.

### Executive Summary

- The Woodside Park Phase 1 construction project is a city project and therefore eligible for a fee waiver. Additionally, the project supports City Council's desired outcomes, notably affordable housing.
- This project may be considered for impact fee adjustments as the project provides a broad public purpose.
- The Administrative Policy for Adjustments or Waiver of Construction, and Development, and Impact Fees (Exhibit A) states that
  - any project fee waiver requests totaling more than \$25,000 must be approved by City Council, and
  - Any request for fee waivers need to be approved as part of the overall construction budget.
- The total estimated fee waiver request for this project is currently \$99,415.00.

### The Opportunity

City Council has identified approximately \$40 million to pursue their critical goal of creating affordable housing. In an effort to utilize these funds as efficiently as possible, staff is recommending a fee waiver be granted.

### Background

- On August 25, 2016, the City Council directed staff to pursue four single-family homes and four townhomes, each with an accessory apartment on the parcel where the former fire station sits on Park Avenue.
- On January 5, 2017 Council approved a contract with EWG to complete design construction documents and administration for Phase 1.
- On March 30, 2017, City Council Approved a Construction Manager at Risk (CMAR) contract with New Star General Contractors for pre-construction services consist of participating in regular design team meetings, site investigations, scheduling, develop methods for the upgrade work, cost



estimating value engineering, and help the team with the Historic District Design Review drawings, design and preservation plan.

- On August 17, 2017 the First Addendum to the CMAR Agreement in a Form Approved by the City Attorney's Office with New Star Construction, Inc., in the Amount Not to Exceed \$272,473.87 for Phase One of Construction for Woodside Park Phase 1.
- On January 4, 2018, Council approve the Second Addendum to the CMAR Agreement with New Star Construction, Inc. in an Amount Not to Exceed \$4,923,910.55
- The fees for Building, Planning and Engineering are calculated according to the cost of providing the services related to the development. Therefore, any waiver of fees would have to be absorbed by the already allocated General Fund or individual departments.

### Alternatives for City Council to Consider

1. **Recommended Alternative:** Staff recommends that City Council approve the revised budget and waive all construction and development fees, including building permit and police, roads and street impact fees, associated with the Woodside Park Phase 1 Affordable Housing Project in the amount not to exceed of \$105,000.

#### Pros

- a. Allows more funds to be used to construct units rather than pay fees.
- b. Helps to support City Council's Affordable Housing goal of 800 units by 2026.

#### Cons

- a. Takes revenue away from City's general fund causing the costs for inspections and administrative work required to permit the project to be absorbed.

2. **Null Alternative:** City Council could choose to not approve the revised budget including the fee waiver request.

#### Pros –

- a. Maintain the revenue that helps to cover the costs of inspections and administrative duties need to permit the project.

#### Cons –

- a. The funds used to pay for these fees will take away from additional units being built.

3. **Other Alternatives?** Council could choose to amend the revised budget by waiving a portion of the fees.

#### Pros –

- a. Allows for a portion of the costs to be covered.

#### Cons –

- a. Takes money away from the construction of additional units.

### Analysis

The request for fee waivers for city owned projects must be approved as part of the overall construction budget. Due to design delays, an estimate of fees was not possible at the time when the overall construction budget was approved.

Request for fee waivers are evaluated based on three criteria items: Contributing to a City Council Goals, Description of the Public Benefit, and Demonstrated need for a Waiver. Staff has provided a description of the how this project meets these criteria below.

**Contributing to a City Council Goals** – Affordable Housing is one of City Council's Critical Priorities. This project will have a positive effect on meeting the goal of 800 affordable units by 2026.

**Description of the Public Benefit** – Park City, as with many communities has a serious affordable housing shortage. This shortage damages the economic health and sense of community within the city. The Woodside Park Phase 1 Housing Project will provide affordable housing units that will combat these issues.

**Demonstrated need for a Waiver** – The City has a limited amount of funds available to build affordable units. If the City is required to pay the fees for this project, it would take away funds that could be used to build additional units.

Within FY 18, the City has waived \$150,765.54 for non-profit, youth group, special events and affordable housing, and \$39,344.66 in city projects, resulting in a total of \$190,110.20. Fee waivers approved for city owned projects are not included in the \$200,000 threshold on fee waives allowed through the fee waiver policy. However, by waiving these fees the Building Department will incur the costs associated with inspections and administrative work without receiving any revenue to offset these cost. The decreased revenue for the Building Department would result in a shortfall that would have to be absorbed by the General Fund or result in a strain on the department budget.

### **Department Review**

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

### **Funding Source**

The Woodside Park Phase 1 Affordable Housing Project is funded with Redevelopment Authority Tax Increment Finance Bonds or Related Sales Revenue Bonds. Building fees are received into the General Fund and help to pay for Building Department services.

### **Attachments**

EXHIBIT A - The Administrative Policy for Adjustments or Waiver of Construction, and Development, and Impact Fees



## Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees

### A. PURPOSE

The intent of this policy is to effectively and fairly determine the waiver of Park City Municipal Corporation (PCMC) Construction and Development and Impact Fees for regulated development, projects, and events which provide a public benefit including City Projects. The City wishes to reduce the fees on city projects, non-profits, projects that support critical priorities and entities providing a public benefit. Construction and Development and Impact Fees include all fees described in Municipal Code 11-12 and 11-13, including limits of disturbance bonds and the Park City Fee Schedule, Construction and Development Fees.

### B. POLICY

The City Manager is authorized to reduce or waive fees for \$25,000 or less. All waivers or reductions of fees totaling more than twenty-five thousand dollars (\$25,000) on any one project or in excess of two hundred thousand dollars (\$200,000) total waivers per fiscal year, excluding fee waivers for City Projects, shall require City Council approval. All fee waivers that require City Council approval shall be reviewed by the Fee Adjustment Committee, who will provide a recommendation on the fee adjustment.

Fee Adjustments shall be considered for all PCMC Construction and Development and Impact related fees for:

1. All **City projects** which generally have a broad public purpose. The City Manager may choose to not waive fees where fees are reimbursable through a grant. The City may waive, adjust or meet the requirements for guarantees for public improvements or limits of disturbance on City Projects through written agreements between departments. City projects may only be considered for impact fee adjustments if the project provides a broad public purpose. When in accordance with this administrative policy, the waiver of all Building, Planning and Engineering fees (totaling up to \$25,000) will be automatic;
  - A. Project Managers for all City construction projects with fees in excess of \$25,000 shall obtain City Council approval for budget allocation and the fees will be addressed in the Staff Report
    1. Project managers will receive an estimate of the required fees prior to submitting plans to the Building Department. The Building Department will calculate the estimate from the valuation of the project in accordance with the adopted fee schedule.
    2. Project managers will request the waiver of fees by action of the City Council prior to or at the time of authorization of the construction agreement for any project.
  - B. Project budgets for all construction projects requiring a permit will include the dollar amount of non-waived fees associated with the project.
    1. The project manager will make arrangements with the Finance Department and Building Department to transfer any non-waived fees



from the project account to the correct revenue account prior to building permit issuance.

2. If the non-waived fees and all construction costs exceed the amount budgeted for the project then the project manager will strategize the best method to reduce construction costs to meet the budget or request an increase in the budget to meet the costs.

2. **Affordable housing projects** by private developers voluntarily including affordable units. This does not include affordable housing units developed as a result of a housing obligation from MPDs, Annexations or similar obligations. (For clarification, attainable housing does not meet the criteria for "low income housing" as identified by the State Law, therefore attainable housing is not eligible for impact fee adjustments.)

3. **Non-profits** which clearly provide a public benefit such as but not limited to church building improvements, school related events (not meeting the special event criteria), temporary structures to promote educational programs by an organization.

Impact Fees may be considered for non-profits only if the development activity provides a broad public purpose;

4. Private development receiving a **Park City Historic District Grant**, provided the fee waiver is for the work qualifying for the grant (excluding impact fees);

5. **Youth group** (not acting under the school or non-profit) projects or events (not meeting the special event criteria) requiring building permits which clearly provide a public benefit and are not for profit (excluding impact fees);

#### C. PROCESS

Waiver of fees for City projects is automatic as outlined above.

All other fee adjustments shall be requested in writing on a fee waiver application and reviewed on a case by case basis. All fee waivers that require City Council approval shall be reviewed by the Fee Adjustment Committee, who will provide a recommendation on the fee adjustment. The Committee would consists of several staff members representing multiple departments, who will develop a recommendation for City Council through fee reduction scoring criteria, which has incorporated a weighted scoring system. Development activities would be scored and fee reduction recommendations would be reflective of the applicant's ability to meet the criteria created by the Committee and the Building Department's revenue for that fiscal year, (or the year prior to ensure adequate data).

Impact fees may be adjusted by any of the mechanisms listed within the Park City Municipal Code § 11-13, including offset, waiver, appeal or independent fee calculation.



C. EFFECTIVE DATE

This policy shall become effective upon adoption.

Executed this 13th day of April 2017

City Manager, Diane Foster

A handwritten signature in blue ink, appearing to read "DMF", written over a horizontal line.

## Council Agenda Item Report

Meeting Date: May 31, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section: CONSENT AGENDA

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### **Subject:**

Request to Approve Resolution 12-2018, a Resolution Authorizing Certain Individuals in the Organization to Make Changes to the Utah Public Treasurers' Investment Fund (PTIF) Accounts

### **Suggested Action:**

### **Attachments:**

[PTIF Resolution Staff Report](#)

[PTIF Entity Resolution](#)



## City Council Staff Report

**Subject:** PTIF Resolution  
**Author:** Mindy Finlinson, Accounting Manager  
**Department:** Finance  
**Date:** May 31, 2018  
**Type of Item:** Administrative

### Summary Recommendation

City Council should adopt a resolution authorizing individuals in the organization to make changes to the Utah Public Treasurers' Investment Fund (PTIF) accounts.

### Executive Summary

The Utah Office of the State Treasurer will be rolling out a new online PTIF account management platform enabling authorized individuals to more easily manage PTIF accounts. In preparation for the roll-out, the State Treasurer has required that PTIF pool participants adopt a resolution authorizing at least two individuals from each organization to make changes to PTIF accounts. Once adopted and signed by City Council, the resolution must be returned to the State Treasurer's Office.

### The Problem

The new online account management platform now requires all PTIF pool participants to adopt a resolution by no later than June 30, 2018, authorizing individuals to make changes to PTIF accounts.

### Background

The PTIF is available to state and local government entities as a short-term cash investment vehicle. Additional information can be found at <https://treasurer.utah.gov>.

### Alternatives for City Council to Consider

- 1. Recommended Alternative:** Adopt the proposed resolution.  
Pros: The City will remain in compliance with State Treasurer requirements.  
Cons: The City will be out of compliance with State Treasurer requirements.  
**Null Alternative:** If nothing is done before June 30, the City will not be able to make changes to PTIF accounts.

### Department Review

Finance, Legal and Executive

### Funding Source

No funding is required

### Attachment A – Office of the State Treasurer Public Entity Resolution



## 1. Certification of Authorized Individuals

I, Andy Beerman (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Park City Municipal Corporation (Name of Legal Entity). Please list at least two individuals.

| Name            | Title           | Email                   | Signature(s) |
|-----------------|-----------------|-------------------------|--------------|
| Diane Foster    | City Manager    | diane.foster@parkcity.  |              |
| Lori W. Collett | City Treasurer  | lori@parkcity.org       |              |
| Rebecca Gillis  | Finance Manager | rebecca.gillis@parkcity |              |

The authority of the named individuals to act on behalf of Park City Municipal Corporation (Name of Legal Entity) shall remain in full force and effect until written revocation from Park City Municipal Corporation (Name of Legal Entity) is delivered to the Office of the State Treasurer.

## 2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 31 day of May, 2018, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

| Signature | Date | Printed Name | Title |
|-----------|------|--------------|-------|
|           |      | Andy Beerman | Mayor |

STATE OF UTAH )  
 )  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to me on this 31 day of May, 2018, by  
Andy Beerman (Name), as Mayor (Title) of  
Park City Municipal Corporation (Name of Entity), proved to me on the basis of  
satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature\_\_\_\_\_



## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Roger McClain

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

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### **Subject:**

Request to Authorize the City Manager to Execute a Design Professional Services Agreement, in a Form Approved by the City Attorney, with Van Boerum & Frank Associates, Inc., for 3Kings Water Treatment Facility Energy Modeling Engineering Services in an Amount Not to Exceed \$44,174.00

### **Suggested Action:**

### **Attachments:**

[3Kings Water Treatment Facility Energy Modeling Engineering Services Staff Report](#)



## City Council Staff Report

**Subject:** 3KWTF Energy Modeling Engineering Services,  
Van Boerum & Frank Associates, Inc. –  
Design Professional Services Agreement  
**Author:** Roger McClain, Public Utilities Engineering Manager  
**Department:** Public Utilities  
**Date:** May 31, 2018  
**Type of Item:** Administrative

### Summary Recommendation

Staff recommends Council authorize the City Manager to execute a Design Professional Services Agreement, in a form approved by the City Attorney, with Van Boerum & Frank Associates, Inc., for 3KWTF Energy Modeling Engineering Services in an amount not to exceed \$44,174.00.

### Executive Summary

In accordance with the City's energy performance requirements for all new buildings and facilities, the planned 3Kings Water Treatment Plant (3KWTP) has progressed to a stage where building energy modeling engineering (EME) needs to be performed. This staff report recommends authorization of a Design Professional Services Agreement (PSA) with Van Boerum & Frank Associates (VBFA) for the EME services.

### The Issue

The City's adopted *Resolution 28-2017 Net-Zero Energy Performance Requirements*, requires all new municipal buildings and facilities, with an expected energy consumption over 1 MMBtus annually, to be designed and perform to a standard of net-zero energy on an on-site basis. The planned 3KWTF falls into this category.

### Background

- *Resolution 28-2017* requires energy specialists to be included on the Design Team and prior to the end of the Schematic Design (SD) phase, the architect and energy modeler must evaluate the feasibility of pursuing one of three net-zero building certifications;
- To address the *Resolution 28-2017* requirements, services for a 3KWTF Energy Modeler Engineer (EME), Building Envelope Commissioning Agent (BECxA), and Mechanical Engineer/Commissioning Agent (CxA) were, in conformance with the City procurement policy, solicited through a Request for Qualifications (RFQ) for consultant services issued on December 18, 2017. The Selection Committee selected Van Boerum & Frank Associates, from four respondents, to provide energy related services for the 3KWTF project.

## Analysis

- Staff feels that the rate structure and the proposed fee, in an amount not-to-exceed of \$44,174.00, are consistent with services of this nature, scope, and expertise associated with facilities of this complexity and the City's energy goals.
- A contract is being established with VBFA to address the Design phases of the project. It is anticipated that subsequent contracts will be developed for the construction and commissioning phases of the project and be brought to City Council for authorization. A breakdown, by phase, of the anticipated energy performance consultant related costs, are as follows:
  - Energy Modeler Engineer (EME) - \$45,000
  - Building Envelope Commissioning Agent (BECxA) - \$150,000
  - Mechanical Engineer/Commissioning Agent (CxA) - \$175,000

## Proposed Consultant Services

Energy Modeler Engineer (EME) Services. VBFA will provide specialist services dedicated to energy management and energy modeling to ensure that the systems designed by the Architect actually comply with the energy performance desired. The EME will work with the Engineer/Architect to optimize/validate the facility design and confirm that energy modeling carries through as changes to the design are made and compare life cycle cost analysis (LCCA) of various equipment and design options to assist in informing value engineering and budget considerations.

Schedule. It is anticipated that, to meet the Project's design submittal schedule, EME services will begin immediately upon PSA approval and be coordinated with the design phase deliverables.

## Alternatives for City Council to Consider

This section provides pros and cons associated with the recommended EME services and fees.

### Pros

Enables the 3KWTP project to progress without scheduling impacts

### Cons

Allocates capital improvement costs that could be utilized for other purposes

### Consequences of not authorizing services

Could delay start of construction of the 3KWTF which could delay the 3KWTF project and expose the City to not meeting regulatory deadlines

## Department Review

This report has been reviewed by representatives of Public Utilities, City Attorney's Office, and the City Manager's Office. Comments have been integrated into this report.

## Funding Source

The funding for this contract is from water service fees. Partial funding has been approved as part the 5 year CIP. Once cost estimates have been completed, additional funding for design and construction will be requested as part of future FY budget processes.

## Council Agenda Item Report

Meeting Date: May 31, 2018

Submitted by: Julia Collins

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

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### **Subject:**

Request to Approve Deer Valley Drive/SR-224 Pedestrian & Bicycle Improvement Project

### **Suggested Action:**

Informational: Request for Feedback

### **Attachments:**

[Pedestrian & Bicycle Improvement Project Staff Report](#)

[Exhibit A: Preferred Alternative](#)

[Exhibit B: Deer Valley Drive Survey Results](#)

[Exhibit C](#)

**Subject:** Deer Valley Drive/SR-224 Pedestrian & Bicycle Improvement Project  
**Author:** Alfred Knotts, Transportation Planning Manager; Julia Collins, Senior Transportation Planner; Matthew Hartnett, Associate Transportation Planner; Logan Jones, Trails Coordinator; Corey Legge, Engineer  
**Departments:** Transportation Planning, Engineering and Sustainability  
**Date:** May 31, 2018  
**Type of Item:** Administrative

### **Summary Recommendation**

Council should review the description of the preferred alternative, community engagement outcomes to date and description of the next steps set forth in this report for potential alternatives to increase pedestrian and bicycle access along the 1.1 mile stretch of Deer Valley Drive/SR-224, between Bonanza Drive and the Marsac roundabout. Staff is requesting Council approve the preferred alternative and next steps.

### **Executive Summary**

One of City Council's transportation goals involves providing multimodal transportation opportunities. A way to accomplish this is to increase access to transit and foster pedestrian and bicycle connections. The objective of this project is to provide improved bicycle and pedestrian facilities for north/south travel along the 1.1 mile segment of Deer Valley Drive/SR-224, between Bonanza Drive and the Marsac roundabout. Staff has been working in partnership with Utah Department of Transportation (UDOT), who owns and operates the roadway, to develop potential alternatives through public feedback, technical analysis, data collection, and evaluation of geographic constraints. The alternatives were refined on the basis of public input, traffic impacts, UDOT standards, overall constructability, safety, and access for users (cyclists, e-bike users, motor vehicles, transit and pedestrians), which has resulted in the proposed alternative found in Exhibit A.

A primary goal of this project is to maintain roadway vehicular capacity while creating a well-marked active transportation facility that ties into existing bicycle and pedestrian networks. An additional consideration of the project is that transit operations will not be impacted including during special events. The project was initiated based on a recommendation from a Road Safety Assessment led by the Technical Resource Center in the Federal Highway Administration, Neighborhood Traffic Management Program (NTMP) request from Aerie Drive residents, that resulted in Council direction to provide increased pedestrian connectivity for this neighborhood, and the increasing number of residents and visitors walking and biking throughout the City. This project is recommending solutions that are reasonably attainable in the short term and not considering a full reconstruction of the roadway. Complete project funding for the selected alternative has not yet been identified by Park City or UDOT. An overview of next steps for this project is provided in the "Next Steps" section, below.

### **Background**

- On April 13, 2017, Aerie Subdivision appealed City staff's NTMP decision to deny a crosswalk at the intersection of Aerie Drive and Deer Valley Drive/SR-224. City Council directed staff to explore viable and safe pedestrian and bicycle

connections from Aerie Subdivision to the Main Street Area. A complete copy of the staff report can be found [here](#).

- November 1, 2017, a Professional Service Agreement was established with Fehr & Peers to conduct an analysis of feasible bicycle and pedestrian options.
- On February 15, 2018, City staff provided a Deer Valley Drive Pedestrian and Bicycle Improvement project update which included the potential alternatives and public outreach to date. A complete copy of the staff report can be found [here](#).

### Community Engagement

Staff asked members of the community for their input on this project through means of an online EngageParkCity survey including a project webpage, Citywide Spring Open House information board, Mountain Madness Trails event, KPCW project story and direct communication with residents. Community members voiced strong support for the City and UDOT to develop an improved pedestrian and bicycle facilities along the corridor. The following themes emerged from respondents:

- Preference to walk or bike more if facilities were provided.
- Desire for dedicated bike lanes and pedestrian facilities along the corridor in addition to improved connections to Poison Creek Trail.
- Concern about safety for existing users that are biking or walking on the corridor.
- Concerns about safety and crowding on Poison Creek Trail, resulting from inadequate facilities along Deer Valley Drive.

### Next Steps

Since the report to Council on February, 15, 2018, staff has worked to establish a preferred alternative that is implementable in the short term for Deer Valley Drive/SR-224. A look into this effort can be found in Exhibit A which highlights a vision for the corridor that will meet the needs of many users by designing a bike lane in the uphill/southbound direction and a shared bike lane in the downhill/northbound direction; provide a wayfinding signage plan to access Poison Creek; propose updating on-street signage to alert drivers of bicycle and pedestrian activity; and include a sidewalk and/or a soft-surface trail on the East/West side of the roadway. The solutions will be consistent with UDOT design standards, implementable in the near-term and will not impact the roadway's vehicular capacity or involve a full reconstruction of the roadway.

Building on the roadway cross section demonstrated in Exhibit A, staff has identified the immediate next steps that they will work to execute Summer of 2018:

- Staff and UDOT will finalize the cross-section of the corridor to develop a restriping plan that will analyze vehicle turning movements to account for appropriate left hand turning pockets and on-street signage.
- Staff and UDOT will work to identify the appropriate timeframe and contractor to complete the work associated with the cross section paint striping and on street signage improvements.

Additional funds and resources are required to proceed with the items below, and staff will continue to pursue opportunities to move the bicycle and pedestrian elements forward identified in Exhibit A. These items include:

- Geotechnical study of the retaining walls.

- Design, production and installation of enhanced wayfinding signage to improve access and visibility to the Poison Creek Pathway.
- Engineering design to determine the layout, feasibility, construction drawings and cost estimate of the west side sidewalk alignment.
- Survey of the two trail alignments, additional engineering design to refine the alternatives, determine the feasibility, and associated costs and impacts.
- The project is not currently funded beyond planning level evaluation and roadway restriping. Staff is seeking funds in the 2019 Capital Improvement Program.

Staff will continue to seek grant opportunities and funding to advance these elements of the project, and will report back to Council on progress.

### Alternatives for City Council to Consider

1. **Recommended Alternative:** Support moving forward with the preferred alternative for pedestrian and bicycle improvements along SR-224/Deer Valley Drive consistent with staff recommendations detailed in Exhibit A.

#### Pros

- Demonstrates progress on a critical priority by providing multimodal transportation opportunities.
- Provides feasible bicycle and pedestrian solutions that connects to existing facilities and amenities.
- Facilitates a short term vision for pedestrian and bicycle activity along this corridor consistent with UDOT standards.
- Roadway capacity is not impacted.

#### Cons

- Allocates City funds that could be used elsewhere.
- Additional financial resources and staff time will be required.

2. **Null Alternative:** Council could choose do nothing along the SR-224/Deer Valley Drive Corridor to improve bicycle and pedestrian access.

#### Pros

- Does not allocate any City funds.

#### Cons

- Does not enable the necessary work to further develop viable pedestrian and bicycle routes to and from commercial and residential districts.
- Miss an opportunity to implement the City's multimodal transportation goals with the community.

### Funding Source

Funding for the restriping project will be allocated from the Transportation Planning Operations Budget, and seek funding for the additional items through seeking Federal and State grant opportunities and through a 2019 Capital Improvement request.

### Department Review

This report has been reviewed by the following departments: Executive, Legal, Engineering, Sustainability and Transportation Planning.

### Attachments

|           |                                     |
|-----------|-------------------------------------|
| Exhibit A | Preferred Alternative               |
| Exhibit B | EngagePark City Survey Summary      |
| Exhibit C | Image of Corridor (northbound view) |

## SR-224 / Deer Valley Drive Feasible Alternative



### USER EXPERIENCE

- SR-224
- SR-224 / Deer Valley Drive
- SR-224 / Deer Valley Drive
- SR-224 / Deer Valley Drive

|             | SR-224 | SR-224 / Deer Valley Drive | SR-224 / Deer Valley Drive | SR-224 / Deer Valley Drive |
|-------------|--------|----------------------------|----------------------------|----------------------------|
| CONNECTIONS | +      | +                          | +                          | 0                          |
| SAFETY      | +      | +                          | +                          | 0                          |
| CONNECTIONS | +      | +                          | +                          | 0                          |

### OPPORTUNITIES

Provide roadway for four 11-foot travel lanes, 4-foot painted medians, 5-foot bike lane in the southbound direction and a bicycle shoulder in the northbound direction.

Roadway capacity is unchanged from existing conditions.

Add a 5-foot sidewalk on the west side of SR-224/Deer Valley Drive from Deer Pointe Driveway to the SR-224 Transit Center.

Crossings at driveway are at grade with paint delineated markings. Road signage for motor vehicles may be necessary to increase compliance.

Add a soft surface trail on the east side of SR-224/Deer Valley Drive along the Rocky Mountain Power line.

Determine a viable option for connecting the southbound end of the trail back to SR-224/Deer Valley Drive.

### CONSTRAINTS

May require driveway and access improvements.

Sidewalk may require fence, retaining wall repair or reconstruction on both side.

May require bridge reconstruction to improve pile distance, and access median or sidewalk crossing.

Wayfinding and signage plan necessary for implementation.

Trail will have sign.

140

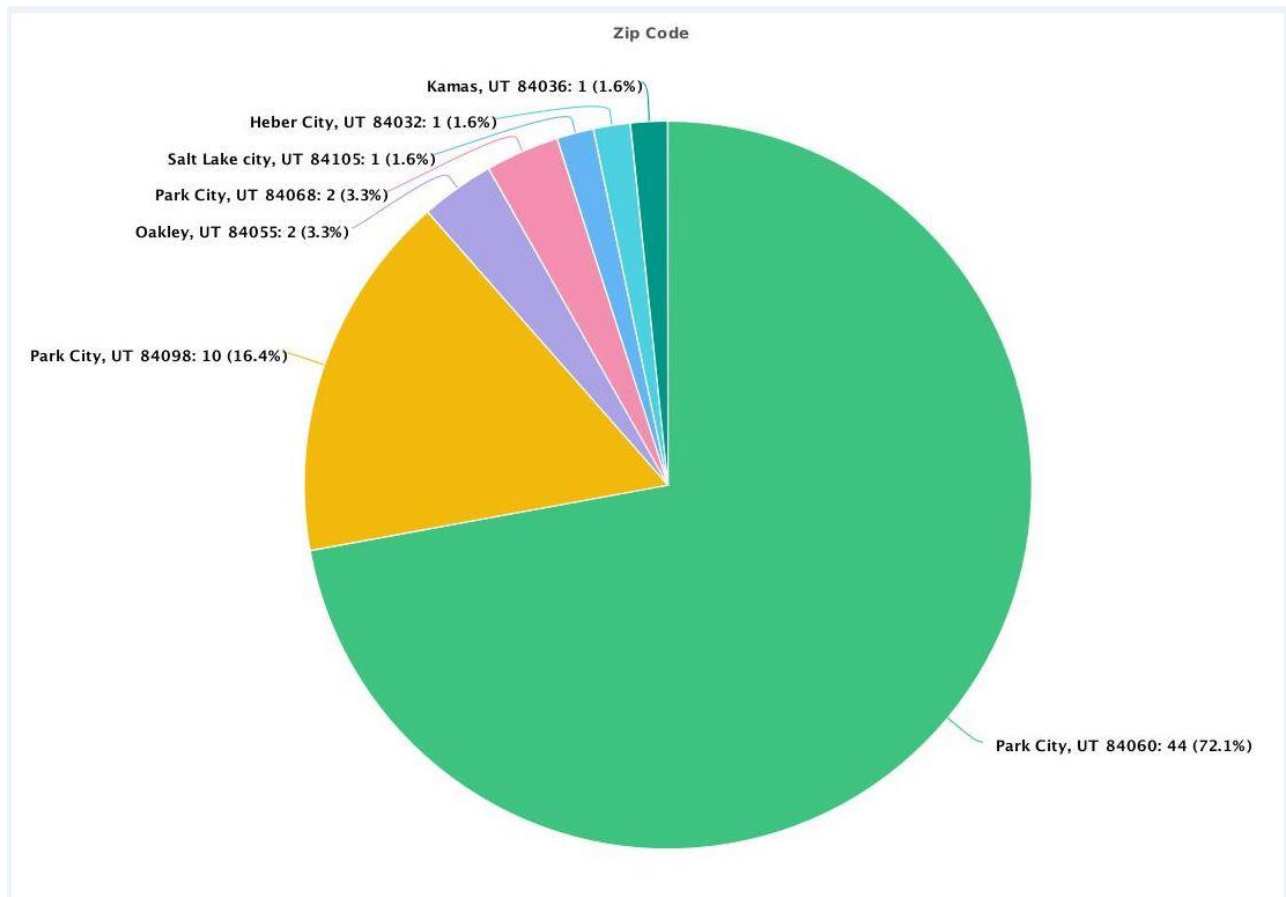


## Exhibit B

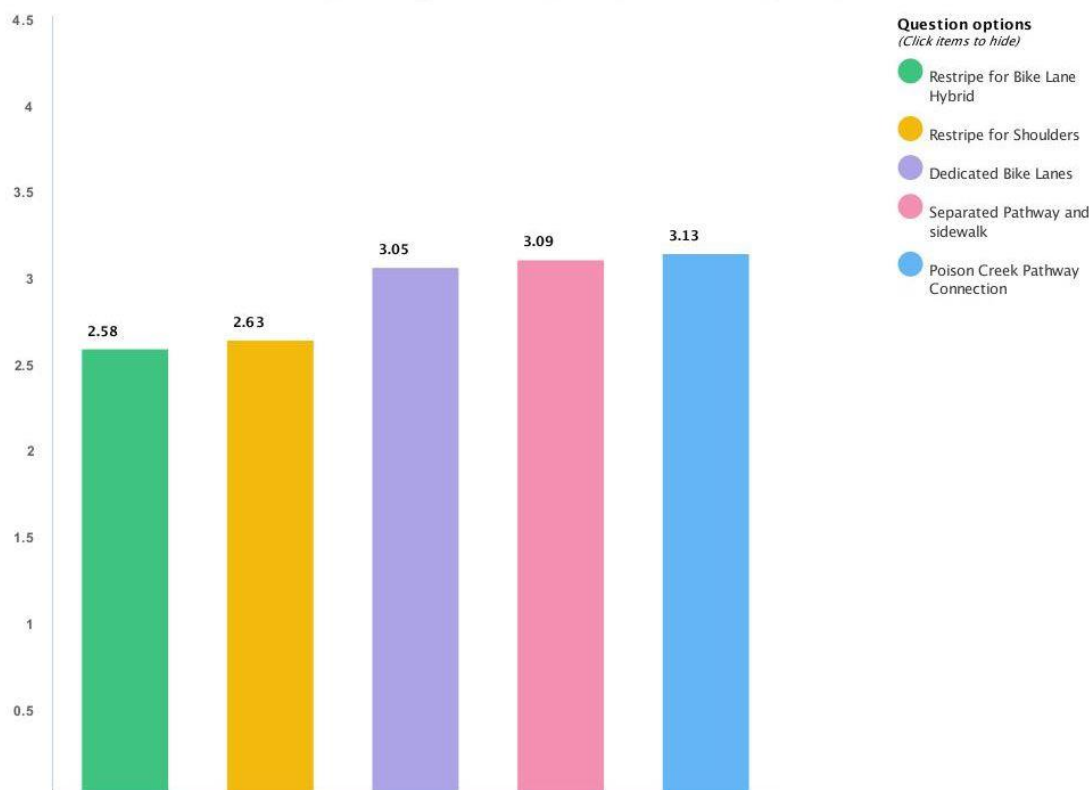
### EngageParkCity survey responses and snapshot of comments

#### Survey: Do we need bike and pedestrian access on SR-224/DV Drive

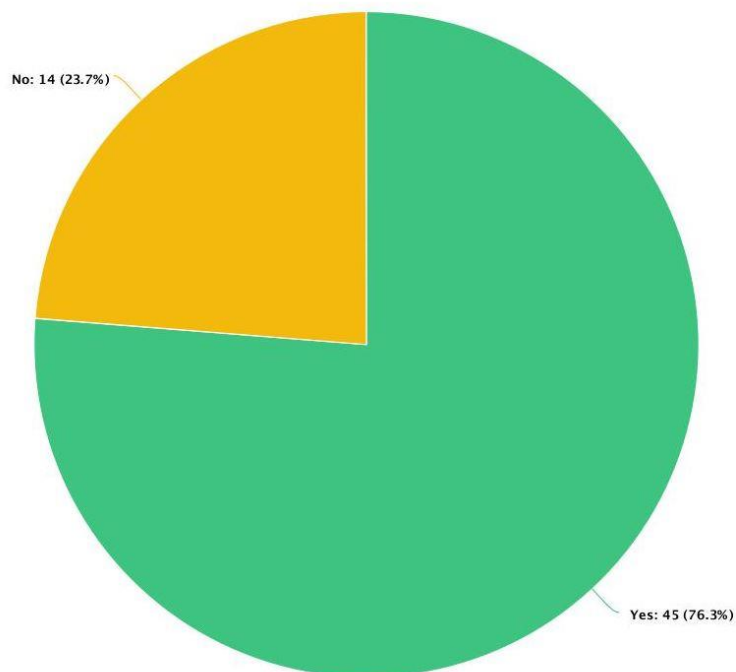
|              |            |               |
|--------------|------------|---------------|
| VISITORS     |            |               |
| 173          |            |               |
| CONTRIBUTORS |            | CONTRIBUTIONS |
| 61           |            | 61            |
| 61           | 0          | 0             |
| Registered   | Unverified | Anonymous     |



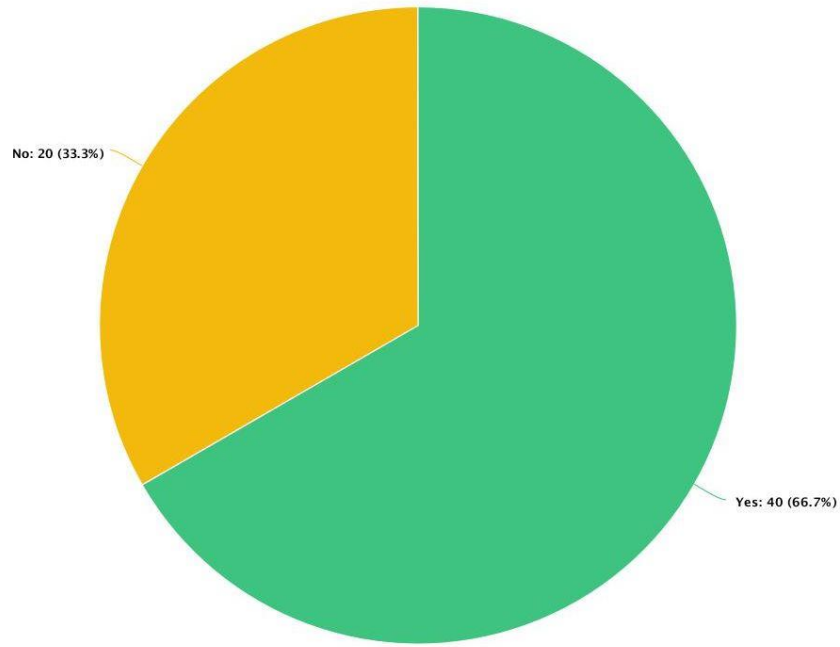
Which of the alternatives do you MOST prefer? (5 being most preferable, 1 being least preferable)



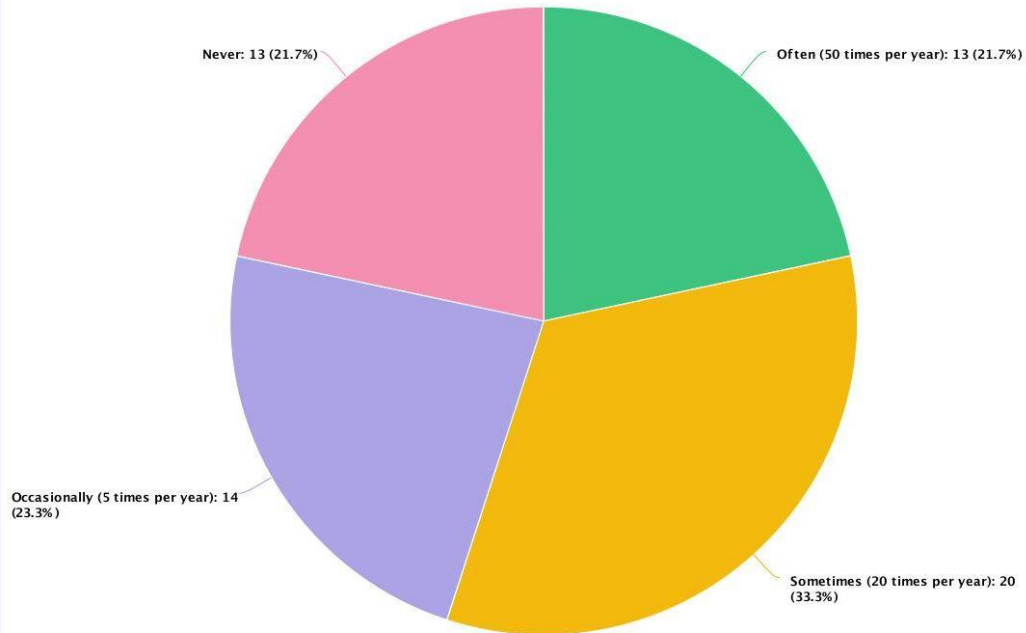
Would you cycle more on SR-224 / Deer Valley Drive if it had bike lanes?



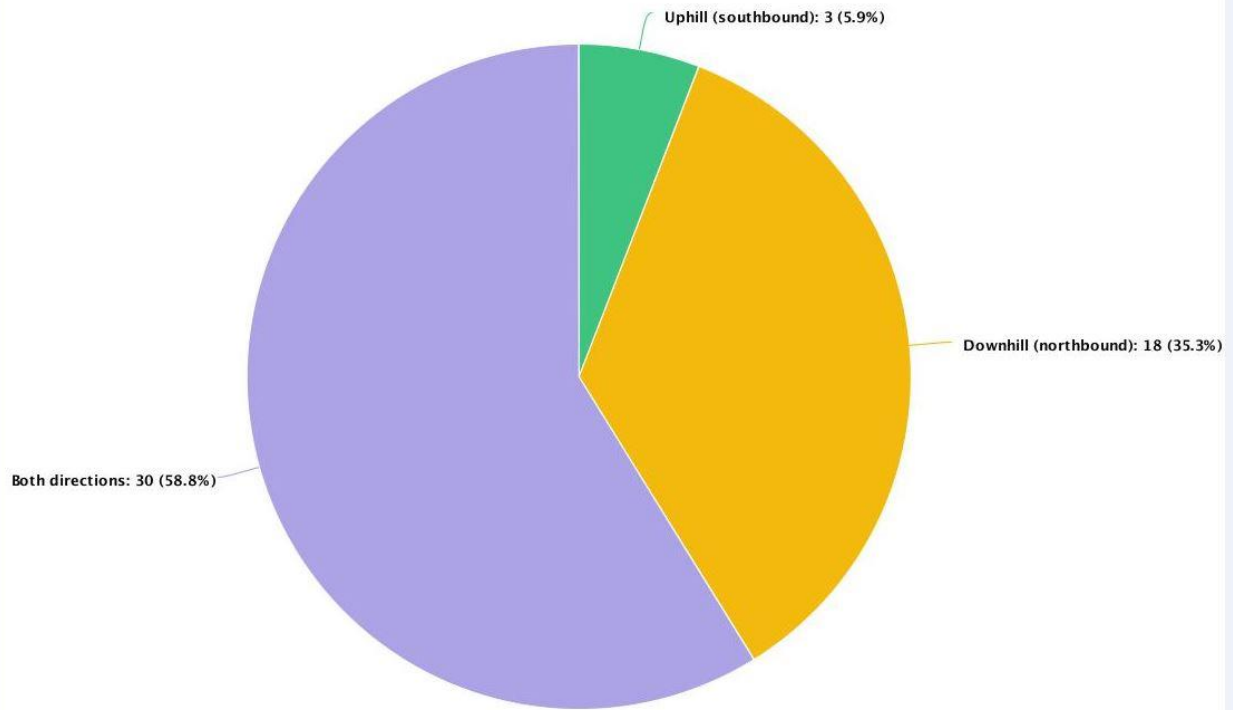
Would you cycle more on SR-224/Deer Valley Drive if it had wider shoulders?



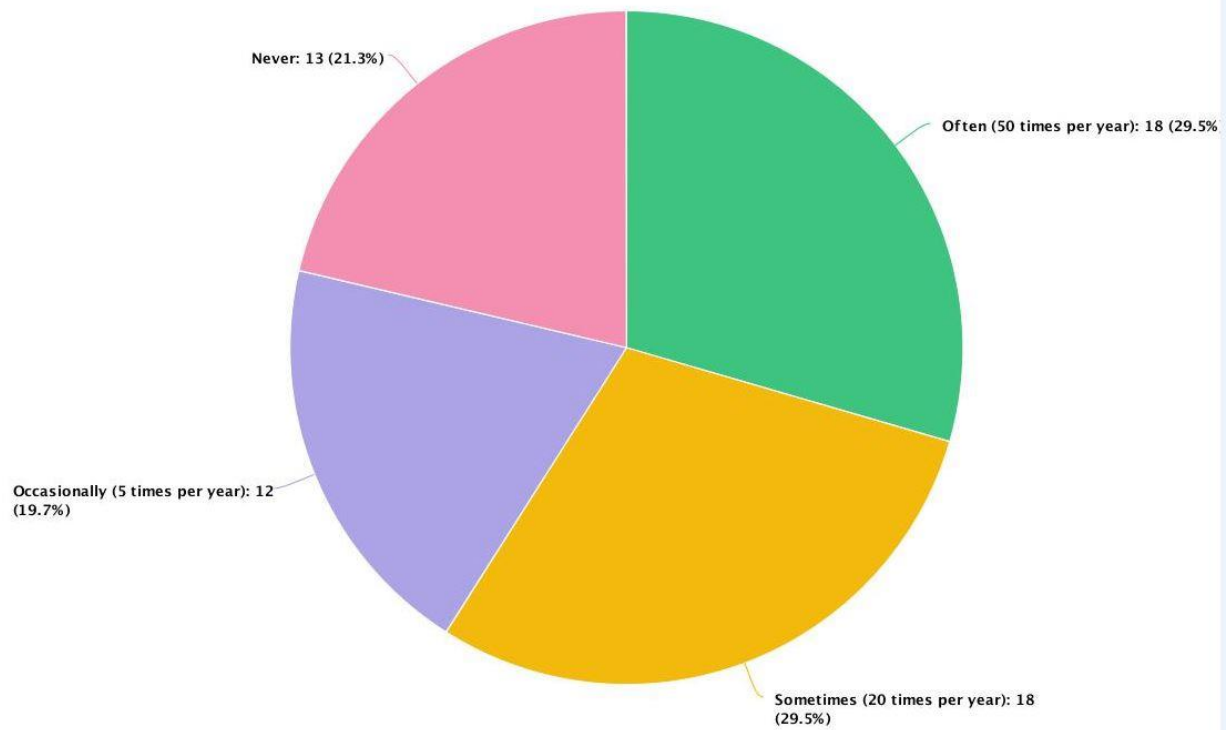
How often do you bike/ebike on Deer Valley Drive?

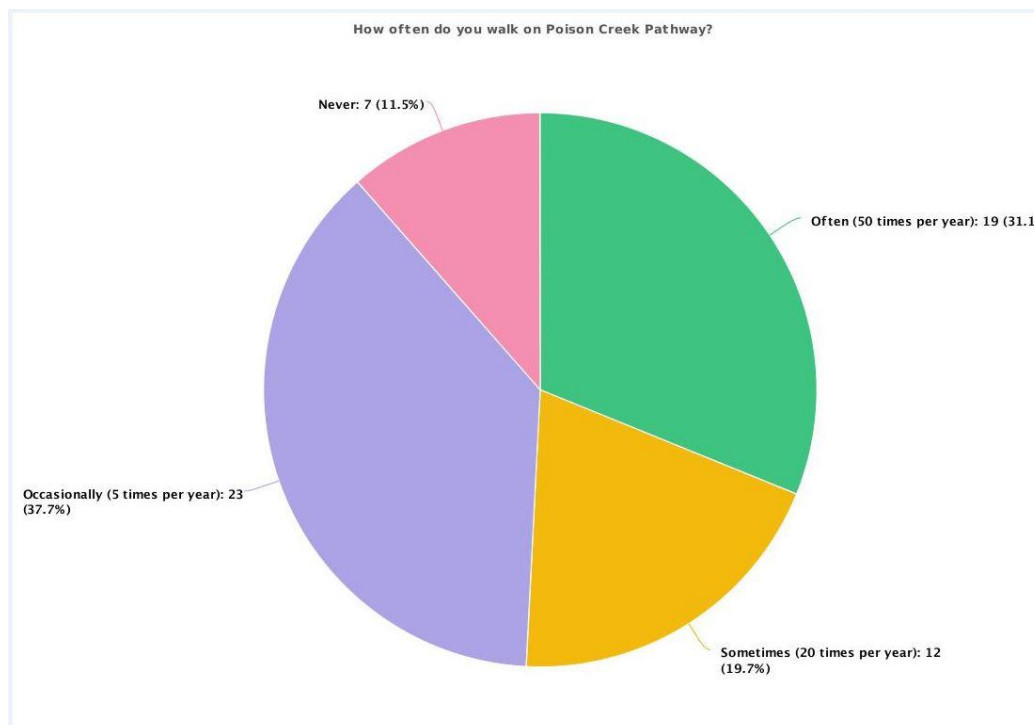
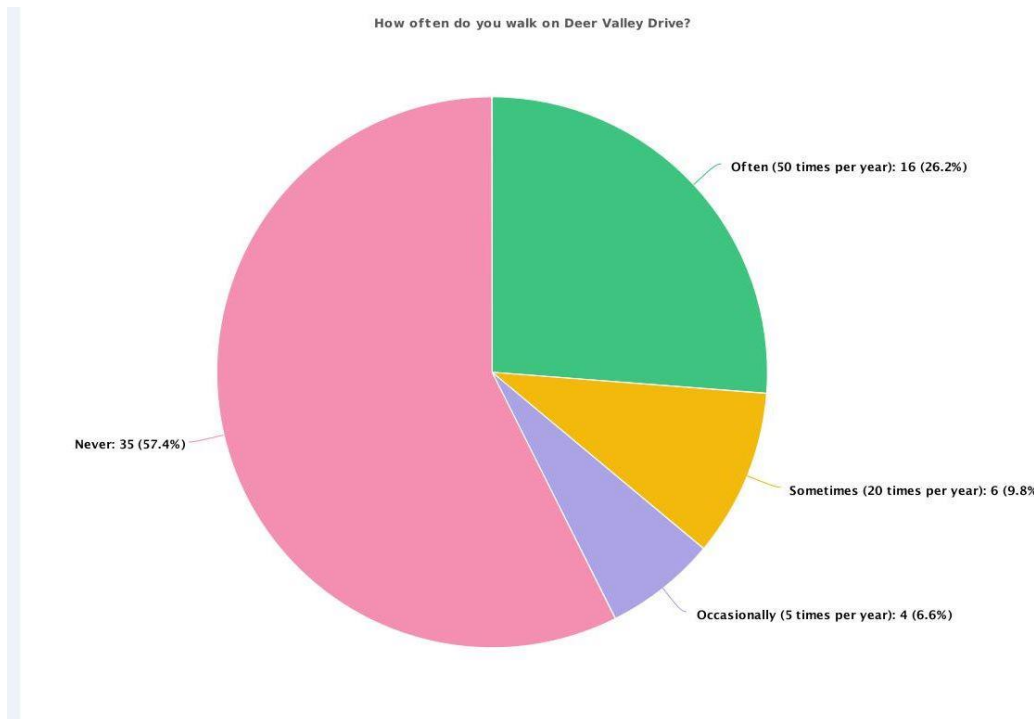


If you bike on Deer Valley Drive, which direction do you travel?



How often do you bike/ e-bike on Poison Creek Pathway?





2/04/2018 10:20 AM

Thank you for addressing this issue! I live on Aerie Drive and am forced to use Deer Valley Drive in order to get anywhere on my bike. It's frightening and dangerous. The traffic is endless and the speeds are high. It's an incredibly dangerous area for cars, pedestrians, and bikers. There will be a death soon if nothing is done. It's getting worse every year. I live within walking/biking distance of Main Street but have to drive to town or ride on DV.

1/12/2018 07:45 PM

I've often thought this was the worst "connection" in our trail system, no safe way to ride from Deer Valley Drive to the rest of town. I don't think it has to be complicated, just need a safe way to get to the existing trail on the other side of Deer Valley Drive, at the roundabout.

1/12/2018 06:01 PM

Riding uphill is a problem as vehicles pass at much faster speeds and there is no shoulder. Downhill slightly safer as it is possible to "take the lane" at high speed and cars move to left lane (not happily however). FYI, I live on Rossie Hil Dr and use DV Drive to access roads and paths in Old Ranch Synderville Basin area (The DV Loop popular with road cyclists)

1/13/2018 02:37 PM

Bike riding on DV Dr, as it is currently configured, is dangerous and terrifying! Getting to the current pathway is difficult and confusing. Also, the path is loaded with walkers, strollers and dogs. Dedicated bike lanes, in both directions, on DV Dr would be ideal. However, I understand the logistical challenge. A wide shoulder in both directions would be an acceptable solution to me

1/16/2018 07:59 PM

When I ride my bike through the Deer Valley Drive corridor I take the bike path or (on mtn bike) Lost Prospector trails. Two additional comments: - Sometimes people ride/skateboard/etc. pretty fast downhill on the bike path, and now e-bikes can go pretty quickly up the path. Collisions are my main concern about using the pathway. - If I lived in the Aerie/Mellow Mtn Road areas I would want a safe way to get to the bike path.

1/22/2018 03:07 PM

I am a very experienced cyclists and I NEVER ride up Deer Valley Drive, it's an uncomfortable death trap, which forces everyone to use poison creek trail.

2/04/2018 10:20 AM

I go both directions -- both ways are frightening. Cars and cyclists can be caught in blind spots at the bottom of Aerie. The left turns off Main Street make maneuvering at the bottom of Aerie very difficult (car, bike, and walking). The busses hide bikers and cars on the side, so when trying for a fast turn in an open traffic space, a biker could easily be hit (I almost hit one 4 days ago) by a hidden car on the side of a bus. Please please please don't ignore the Aerie/DV intersection -- lots of resident walkers and mountain bikers tear across their daily. We need to center turn lanes in order to run halfway across in hopes of living to make it to the other side. I am dumbfounded at the fact that the Aerie residents are being ignored and put in extreme danger. This supposed to be a community that cares about its residents. I'm not feeling the love. I am very frustrated and angry about our difficulty in getting to and from Main Street on foot, in car, or on bike. I'm stressing the Aerie Drive /DV Drive intersection because that is where the problems are occurring.

1/22/2018 03:07 PM

I probably ride my electric, mountain and road bike 100 times up and down Poison Creek Trail, because there's no other safe option. There's WAAAAAY too many downhill and electric bikers bombing down the poison creek trail at high speeds. The trail should be a few feet wider, but I know the terrain and tunnels are very restrictive. If there hasn't been a serious bike to bike or bike to person collision on Poison Creek Trail, then there will be soon, especially considering the growth of gravity bikes and electric bikes.

1/22/2018 03:07 PM

I'm not really comfortable walking up or down poison creek trail because of so many bikes traveling at high speeds down the trail.

1/12/2018 06:01 PM

While I do ride down DVD often, I find it worrisome and would do it more and more comfortably with a shoulder (bike lane would be even better). I would also ride up DV Drive rather than using the Poison Creek trail which is multi-use or Park Avenue, which has park cars and buses to avoid.

1/16/2018 03:17 PM

Since everyone driving on 224 is exceeding 50mph...walking next to that would be like hiking on I-80

1/12/2018 06:00 PM

I LOVE the idea of a sidewalk on the west side of DV Drive (along with at-grade crossing to access Old Town) but again, I'm not sure it is worth the expense/disruption. It took MONTHS to rebuild the existing sidewalks alongside 224 between the intersection with Park Avenue and the golf course. I cannot imagine DV Drive being disrupted for any significant period of time to build new sidewalks.

2/05/2018 11:13 AM

Seems better to have pedestrians walk on Poison Creek pathway and dedicate available space on DV Dr to an uphill bike path. For cyclists, it's a pain to use Poison creek, but dangerous to ride up DV Dr at slow speed. In my opinion, it's the uphill side that is in greatest need of bike path due to the slower speed and longer time on this section of road.

1/24/2018 01:05 PM

Especially during events and Silly Market Sundays, Poison Creek often is clogged with strollers and (not always leashed) dogs, making the pathway no faster than a car-clogged Park Ave. Many pedestrians seem startled by bike bells or calls of 'on your left', and a couple of the curvy parts are ripe for cyclist/pedestrian conflict.

1/12/2018 06:00 PM

I NEVER walk on DV Drive - it is far too dangerous. There are times, however, when I try to cross DV Drive at Aerie, which scares the bejeesus out of me because downhill traffic moves quickly and uphill traffic is often juggling for a way to move faster, going in and out of traffic lanes



Exhibit C:

**Deer Valley Drive, facing Northbound**





## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Roger McClain

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: OLD BUSINESS

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### **Subject:**

Park City Golf Maintenance Building – Project Schematic Design

(A) Public Input

### **Suggested Action:**

Staff is seeking City Council input and direction with respect to the proposed Park City Golf Maintenance Building 'Project' Schematic Design

### **Attachments:**

[Park City Golf Maintenance Building Schematic Design Staff Report](#)



## City Council Staff Report

**Subject:** Park City Golf Maintenance Building –  
Project Schematic Design  
**Author:** Roger McClain, Public Utilities Engineering Manager  
Vaughn Robinson, Park City Golf Manager  
**Department:** Public Utilities  
**Date:** May 31, 2018  
**Type of Item:** Administrative

### Summary Recommendation

Staff is seeking City Council input and direction with respect to the proposed Park City Golf Maintenance Building 'Project' Schematic Design.

### Executive Summary

The Golf Maintenance Building Project Schematic Design has been completed to a stage where Staff recommends submitting the Project to Park City Planning for Conditional Use Permit (CUP) approval.

### Work Session Question for City Council

*Based on identified Project schematic design, does Council support submitting the Golf Maintenance Building Project to Park City Planning?*

### Project Purpose and Background

Demolition of the existing Park City Golf Maintenance Building is necessary to provide the space required to reconstruct the 3Kings Water Treatment Facility (which will improve water quality, increase usable water supply, increase resiliency, and meet regulatory obligations) in its current location.

At the November 16, 2017 City Council Work Session, <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2306&Inline=True>, Staff presented the Concept Phase for a new golf maintenance building, at a location selected by the Golf Department, to Council and received direction to proceed with the schematic design phase.

### Project Schematic Design

The Golf Maintenance Building Project consists of the following:

- 2,575 s.f. of Operations and Repair building
- 5,335 s.f. of tempered Golf Equipment Storage building
- 931 s.f. of Pesticide and Fertilizer Storage building
- 896 s.f. of covered Material Storage area
- Protected Yard operations and staging areas
- Off-site parking

#### Key Design Considerations:

- Worker Safety (including protected work zones from golf tee box and fairway activities) and Operations Efficiency
- Sustainability and Energy Efficiency (including establishing building heating & cooling conditions based on use and occupancy, utilize natural lighting, low maintenance building interiors)
- Aesthetic Compatibility with the neighborhood

This Staff Report and the City Council presentation address the Golf Maintenance Building Schematic Design and the following items:

- Site layout and massing required to meet facility goals;
- Viewshed perspectives, illustrative plans, floor plans, and elevations;
- Energy critical priority, approach to *Resolution 28-2017*;
- Subdivision platting required for building development (Park City Back Nine Subdivision);
- Project Schedule. The proposed Project schedule, as summarized below, meets the requirements for relocation of the golf facilities to meet the water treatment facility construction schedule:
  - ECI Pre-Construction Services Contract Award – July 2018
  - Design complete – August 2018
  - Planning CUP Approval – September 2018
  - ECI Construction Service Contract Award – September 2018
  - Construction – October 2018 thru April 2019

#### Next Steps:

- Submit a CUP application to Park City Planning
- Submit a Plat application to Park City Planning
- Continue with the design development of the off-site golf facility related utilities
- Solicit for Golf Maintenance Building Project contractor pre-construction and construction services through an Early Contractor Involvement methodology.

#### Department Review

This report has been reviewed by representatives of Public Utilities, City Attorney's Office, Sustainability, and the City Manager's Office. Comments have been integrated into this report.

#### Funding Source

The funding for this contract is from water service fees. Partial funding has been approved as part the 5 year CIP. Once cost estimates have been completed, additional funding for design and construction will be requested as part of future FY budget processes.

## Council Agenda Item Report

Meeting Date: May 31, 2018

Submitted by: Francisco Astorga

Submitting Department: Planning

Item Type: Ordinance

Agenda Section: OLD BUSINESS

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### **Subject:**

Consideration to Approve Ordinance 2018-24, an Ordinance Amending the Land Management Code of Park City, Utah, Chapter 15-4-12, 15-7.1-3, 15-7.1-6, 15-12-15, 15-15-1 to Replace the Term Record of Survey with Condominium; Chapter 15-10-5 and 15-11-3 to Update the Board of Adjustment and Historic Preservation Board Voting Language; and Chapter 15-15-1 to Update the Definition of Floor Area

(A) Public Hearing (B) Action

### **Suggested Action:**

### **Attachments:**

[Staff Report and Ordinance](#)

## City Council Staff Report



**Subject:** Land Management Code Amendments  
**Author:** Francisco Astorga, AICP, Senior Planner  
**Application No.** PL-18-03837  
**Date:** 17 May 2018  
**Type of Item:** Legislative – Land Management Code Amendments:  
1. Replacing the term Record of Survey with Condominium  
2. Updating the Board of Adjustment and Historic Preservation Board Voting Language  
3. Amending the Definition of Floor Area

### **Summary Recommendations/Executive Summary**

Staff recommends that the City Council review the proposed Land Management Code (LMC) Amendments replacing the term “Record of Survey” with “Condominium”; updating the Board of Adjustment (BOA) and Historic Preservation Board (HPB) voting language; and amending the definition of Floor Area, as described in this staff report and reflected on the Draft Ordinance. Staff recommends that the City Council open a public hearing and consider approving the Draft Ordinance.

### **Description**

**Proposal:** Various LMC Amendments  
**Applicant:** Planning Department initiated  
**Reason for Review:** LMC Amendments require Planning Commission review, public hearing, and recommendation plus City Council review, public hearing, and final action

### **Acronyms within this Report**

BOA Board of Adjustment  
HPB Historic Preservation Board  
LMC Land Management Code

### **Background**

The term Record of Survey is used inaccurately within the LMC in lieu of the term Condominium. Staff has reviewed the BOA and HPB voting language and suggests amending applicable LMC sections. Staff requests to amend the definition of Gross Floor Area to clarify its original intent regarding basement areas below final grade. All of these changes require amending the LMC. These amendments are initiated by the Planning Department.

During the April 25, 2017 Planning Commission meeting, the Commission reviewed the proposed LMC Amendments, opened a public hearing, and forwarded a positive recommendation to the City Council (5-0, unanimous vote, one (1) member was absent).

### **Analysis - 1. Replacing the term Record of Survey with Condominium**

The LMC does not define a “Record of Survey”. The LMC defines a Condominium as “Any Structure or Parcel that has been submitted to fractionalized Ownership under the provisions of the Utah Condominium Ownership Act.”

The Utah Condominium Owner Act was enacted in 1963 and its current version is found online [here](#). The Condominium Owner Act has the following definitions:

*(8) "Condominium" means the ownership of a single unit in a multiunit project together with an undivided interest in common in the common areas and facilities of the property.*

*(9) "Condominium plat" means a plat or plats of survey of land and units prepared in accordance with Section 57-8-13.*

*(10) "Condominium project" means a real estate condominium project; a plan or project whereby two or more units, whether contained in existing or proposed apartments, commercial or industrial buildings or structures, or otherwise, are separately offered or proposed to be offered for sale. Condominium project also means the property when the context so requires.*

*(11) "Condominium unit" means a unit together with the undivided interest in the common areas and facilities appertaining to that unit. Any reference in this chapter to a condominium unit includes both a physical unit together with its appurtenant undivided interest in the common areas and facilities and a time period unit together with its appurtenant undivided interest, unless the reference is specifically limited to a time period unit.*

The term “Record of Survey” appears in the LMC in five (5) separate sections:

1. [15-4-12 Condominium Conversion](#)
2. [15-7.1-3\(C\) Classification Of Subdivision](#)
3. [15-7.1-6\(G\) Final Subdivision Plat](#)
4. [15-12-15\(A\)\(9\) Review By Planning Commission](#)
5. [15-15-1 Definitions](#): Application

The term “Record of Survey” is not found in other Titles of the Park City Municipal Code, other than the LMC.

The term “Condominium” appears in the Park City Municipal Code, including the LMC (Title 15) in twenty-five (25) separate sections:

1. [4-1-1 Definitions](#): Bedroom, Nightly Lodging Facility, and Unit
2. [11-3-2 Automatic Fire Extinguishing Systems](#)
3. [11-12-5 Condominium Conversion, Timeshare](#)
4. [11-12-14 Approvals Withheld](#)
5. [14-4-2 Private Streets; Duty To Remove Snow](#)
6. [14-4-7 Private Snow Removal On Public Streets](#)
7. [15-1-8 Review Procedure Under The Code](#)
8. [15-1-10 Conditional Use Review Process](#)
9. [15-1-12 Notice](#)

10. [15-1-21 Notice Matrix](#)
11. [15-2.6-9 Parking Regulations](#)
12. [15-2.12-7 Parking Requirements For Triplexes](#)
13. [15-3-6 Parking Ratio Requirements For Specific Land Use Categories](#)
14. [15-4-9 Child Care And Child Care Facilities](#)
15. [15-4-10 Timeshare Projects](#)
16. [15-4-11 Timeshare Conversion](#)
17. [15-4-12 Condominium Conversion](#)
18. [15-4-13 Placement Of Satellite Receiving Antennas](#)
19. [15-4-14 Telecommunication Facilities](#)
20. [15-6-5 MPD Requirements](#)
21. [15-6-8 Unit Equivalents](#)
22. [15-7.1-4 General Procedure](#)
23. [15-7.1-6 Final Subdivision Plat](#)
24. [15-15-1 Definitions](#): Club, Condominium, Final Plat, Hotel/Motel, Open Space, and Recreation Facilities
25. [15-15-2 List Of Defined Terms](#)

The term "Record of Survey" is no longer used in the industry to depict what is currently a Condominium or Condominium Plat. Staff recommends that the City Council replace the current references of Record of Survey found in the LMC with the term Condominium, as recommended by the Planning Commission. Staff will also be working with the City Council to replace the term on the City's adopted fee schedule to reflect consistency.

### **Analysis - 2. Updating the BOA and HPB voting language**

Staff finds that the BOA voting language needs to be clarified as the current language does not expressly indicate that all present members in attendance vote. The language here reflects the current practice in these Boards. As recommended by Staff, the Planning Commission recommended the following amendments marked in red:

#### **15-10-5 Organization**

- A. **CHAIR**. The Board of Adjustment shall elect one of its members to serve as Chair for a term of two (2) years at its first meeting following the date of expiration of terms in June. The Chair may be elected to serve for one (1) consecutive additional term, but not for more than two (2) successive terms. If the Chair is absent from any meeting where a quorum would otherwise exist, the members may appoint a Chair Pro Tem to act as Chair solely at that meeting.
- B. **QUORUM**. No business shall be conducted unless at least three (3) members of the Board, not counting the alternate, are present.

[...]

#### **15-10-11 Vote Necessary**

All actions of the BOA shall be represented by a vote of the membership. The concurring vote of three (3) members of the Board shall be necessary to reverse any

order, requirement, or determination of any such administrative official, board, or commission, or to decide in favor of the Applicant.

Staff finds that the HPB language regarding when the Chair votes needs to be clarified as the current language simply says that the Chair *may* vote. As recommended by Staff, the Planning Commission recommended the following amendments marked in red:

### **15-11-3 Organization**

- A. **CHAIR.** The HPB shall elect one of its members to serve as Chair for a term of one (1) year at its first meeting following the expiration of terms and appointment of new members. The Chair may be elected to serve for one (1) consecutive additional term, but not for more than two (2) successive terms. If the Chair is absent from any meeting where a quorum would otherwise exist, the members may appoint a Chair Pro Tem to act as Chair solely for that meeting.
- B. **QUORUM.** No Business shall be conducted without a quorum at the meeting. A quorum shall exist when the meeting is attended by four (4) of the appointed members, including the Chair or Chair Pro Tem.
- C. **VOTING.** All actions of the HPB shall be represented by a vote of the membership. A simple majority of the members present at the meeting in which action is taken shall approve any action taken. The Chair ~~may~~**shall** vote at the meetings **to break any ties**.

After additional consideration and review in preparation for this City Council meeting, Staff requests to further clarify the text above under LMC Section 15-11-3(C) with the following amendments marked in red:

**VOTING.** All actions of the HPB shall be represented by a vote of the membership, **including the HPB Chair**. A simple majority of the members present at the meeting in which action is taken shall approve any action taken. ~~The Chair may vote at the meetings.~~

### **Analysis - 3. Amending the definition of Floor Area**

Currently the LMC provides the following definition of floor area:

1. **Floor Area, Gross Residential.** The Area of a Building, including all enclosed Areas. Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Residential Floor Area. Garages, up to a maximum Area of 600 square feet<sup>1</sup>, are not considered Floor Area. Basement and Crawl Space Areas below Final Grade are not considered Floor Area. Floor Area is measured from the finished surface of the interior of the exterior boundary walls.
2. **Floor Area, Gross Commercial.** The Area of a Building including all enclosed Areas excluding parking areas. Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Commercial Floor Area. Areas below Final Grade used for commercial purposes including, but not limited to, storage, bathrooms, and meeting space, are considered Floor Area.



3. **Floor Area, Net Leasable.** Gross Floor Area excluding common hallways, mechanical and storage Areas, parking, and restrooms.

<sup>1</sup>400 sq. ft. in Historic Districts

Staff requests to focus on Gross Residential Floor Area, specifically when analyzing basement spaces below final grade. Due to healthy real estate values that the City has experienced for some time now, property owners, developers, architects, etc., often contest how basement spaces below final grade is calculated by Staff, as per the defined term, it does not count towards floor area.

Staff finds that the original intent to not count areas below final grade meant that if the ceiling of the basement space was found below final grade, then that area does not count. In other words, if the basement area is **completely** buried (below final grade), that area does not count. Challengers of the current definition interpret the intent to mean that if the floor of the basement space is below final grade, then that area does not count. In order to clarify its intent of not counting spaces below final grade, buried basement spaces, staff proposes the following LMC amendments:

**Floor Area, Gross Residential.**

The Area of a Building, including all enclosed Areas-, **consisting of the Area of all floors located under a ceiling that is above Final Grade, measured in square feet.** Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Residential Floor Area. Garages, up to a maximum Area of 600 square feet<sup>1</sup>, are not considered Floor Area. Basement and Crawl Space Areas below Final Grade are not considered Floor Area. Floor Area is measured from the finished surface of the interior of the exterior boundary walls.

<sup>1</sup>400 sq. ft. in Historic Districts

Staff also requests to add the following definition to solidify the intent of the code:

**Basement Area Below Final Grade.**

**The Area located under a ceiling that is below Final Grade.**

**Process**

Amendments to the LMC require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per LMC § 15-1-18.

**Notice**

On April 7, 2018, legal notice of a public hearing was posted in the required public spaces and published in the Park Record.

**Public Input**

Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of LMC amendments. The public hearing for these

amendments was properly and legally noticed as required by the LMC. No public input has been received as of the date of this report.

### **Alternatives**

- The City Council may adopt the recommended language; or
- The City Council may amend and then adopt the amended language; or
- The City Council may reject the recommended language and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the recommended language; or
- 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 LMC Amendments that provide clarification of current development code language and definitions and as further described above.

### **Recommendation**

Staff recommends that the City Council review the proposed LMC Amendments replacing the term “Record of Survey” with “Condominium”; updating the BOA and HPB voting language; and amending the definition of Floor Area, as described in this staff report and reflected on the Draft Ordinance. Staff recommends that the City Council open a public hearing and consider approving the Draft Ordinance.

### **Exhibits**

Exhibit A – Proposed Ordinance

[Exhibit B – 25 April 2018 Planning Commission Staff Report](#)

[Exhibit C – 25 April 2018 Planning Commission Minutes](#)

## Exhibit A – Proposed Ordinance

Draft Ordinance 2018-24

**AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, SECTIONS 15-4-12, 15-7.1-3, 15-7.1-6, AND 15-15-1 TO REPLACE THE TERM RECORD OF SURVEY WITH CONDOMINIUM; SECTIONS 15-10-11 AND 15-11-3 TO UPDATE THE BOARD OF ADJUSTMENT AND HISTORIC PRESERVATION BOARD VOTING LANGUAGE; AND SECTION 15-15-1 TO UPDATE THE DEFINITION OF FLOOR AREA**

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

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code and identifies necessary amendments to address planning and zoning issues that have come up in the past, and to address specific Land Management Code issues raised by the public, Staff, and the Commission, and to align the Code with the Council's goals and implementation of the General Plan; and

WHEREAS, the City's goals include preservation of Park City's character regarding Old Town improvements, historic preservation, sustainability, affordable housing, and protecting Park City's residential neighborhoods and commercial districts; and

WHEREAS, Section 15-4-12 provides an overview of the condominium conversion process; and

WHEREAS, Section 15-7.1-3 provides a classification of subdivisions; and

WHEREAS, Section 15-7.1-6 provides the application procedure and requirements, Planning Commission and City Council review of final subdivision plats; and

WHEREAS, Section 15-10-5 provides a description of the organization of the Park City Board of Adjustment; and

WHEREAS, Section 15-11-3 provides a description of the organization of the Park City Historic Preservation Board; and

WHEREAS, Section 15-12-15 provides a description of the review of the Planning Commission; and

WHEREAS, Section 15-15-1 provides definitions of terms, how words shall be used, interpreted, and defined as set forth in the Land Management Code

WHEREAS, on April 7, 2018, legal notice was published in the Park Record as required by the Land Management Code; and

WHEREAS, the Planning Commission conducted a public hearing at the regularly scheduled meeting on April 25, 2018, and a positive recommendation to the City Council; and

WHEREAS, the City Council conducted a public hearing at its regularly scheduled meeting on May 17, 2018; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the Park City General Plan and to be consistent with the values and identified goals of the Park City community and City Council to protect health and safety, maintain the quality of life for its residents, preserve and protect the residential neighborhoods, and preserve the community's unique character.

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

SECTION 1. AMENDMENTS TO TITLE 15 – Land Management Code Chapter 15-4 Supplemental Regulations Section 15-4-12, Chapter 15-7.1 Subdivision Procedures Section 15-7.1-3 and 15-7.1-6, Chapter 15-12 Planning Commission Section 15-12-15, and Chapter 15-15 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 are hereby amended as redlined (see Attachment 1).

SECTION 2. AMENDMENTS TO TITLE 15 – Land Management Code Chapter 15-10 Board of Adjustments Section 15-10-11 and Chapter 15-11 Historic Preservation Section 15-11-3. The recitals above are incorporated herein as findings of fact. The applicable Sections of the Land Management Code of Park City are hereby amended as redlined (see Attachment 2).

SECTION 3. AMENDMENTS TO TITLE 15 – Land Management Code Chapter 15-15 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 are hereby amended as redlined. (see Attachment 3).

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 17th day of May, 2018

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Andy Beerman, Mayor

Attest:

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

Approved as to form:

\_\_\_\_\_  
Mark Harrington, City Attorney

## Attachment 1 – Condominium Amendments

### Condo Amendment #1:

#### **15-4-12 Condominium Conversion**

Existing Structures shall not be converted to Condominium ownership without first receiving the review and recommendation of the Planning, Engineering and Building Departments, City Attorney, and ~~Condominium-record-of-survey~~ plat approval from the City. Required Public Improvements and landscaping shall be completed at the time of conversion or security provided to ensure completion as provided by ordinance. The Structure must be brought into substantial compliance with the Building code as a condition precedent to plat approval.

### Condo Amendment #2:

#### **15-7.1-3 Classification Of Subdivision**

- A. **SUBDIVISION**. At its discretion, the Planning Commission may waive one or more of the steps in the approval process by allowing the Applicant and/or Developer to combine the requirements of the Preliminary Plat and final Subdivision Plat into a single submittal.
  - 1. **MINOR SUBDIVISION**. A Subdivision containing not more than three (3) Lots fronting on an existing Street, not involving any new Street or road, or the extension of municipal facilities, or the creation of public improvements.
    - a. Final Plat. A Final Plat shall be approved in accordance with these regulations.
  - 2. **MAJOR SUBDIVISION**. A Subdivision of land into four (4) or more Lots, or any size Subdivision requiring any new Street.
    - a. Preliminary Plat. A Preliminary Plat may be approved in accordance with these regulations.
    - b. Final Plat. A Final Plat shall be approved in accordance with these regulations.
- B. **PLAT AMENDMENT**. The combining of existing subdivided Lots into one or more Lots or the amendment of plat notes or other platted elements including but not limited to easements, limits of disturbance boundaries or areas, building pads, and house size limitations. Plat Amendments shall be reviewed according to the requirements of Section 15-7.1-6 Final Subdivision Plat and approval shall require a finding of Good Cause and a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.
  - 1. **FINAL PLAT**. A Final Plat shall be approved in accordance with these regulations.
- C. ~~**CONDOMINIUM PLAT**~~~~**RECORD-OF-SURVEY**~~.
  - 1. **FINAL PLAT**. A Final Plat shall be approved in accordance with these regulations.

D. **LOT LINE ADJUSTMENT**. The relocation of the Property boundary line between two adjoining Lots.

1. **FINAL PLAT**. A Final Plat shall be approved in accordance with these regulations.

### Condo Amendment #3:

#### **15-7.1-6 Final Subdivision Plat**

- A. **APPLICATION PROCEDURE AND REQUIREMENTS**. Following approval of the Preliminary Plat, if necessary, the Applicant, if he wishes to proceed with the Subdivision, shall file with the Planning Department an Application for approval of a final Subdivision Plat. The Application shall:
1. Be made on forms available at the Planning Department and determined complete. A complete Application shall include all elements of the Subdivision and shall produce all information required by the Subdivision Application.
  2. Include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application.
  3. Include the entire Subdivision, or section thereof, which derives access from an existing state, county or local government highway.
- B. **REVIEW OF FINAL SUBDIVISION PLAT**. The Planning Department staff shall schedule the Final Plat Application for review by the Development Review Committee, including officials or agencies of the local government, adjoining counties or municipalities, school and special districts, and other official bodies as it deems necessary or as mandated by law, including any review required by metropolitan, regional, or state bodies under applicable state or federal law.

The Planning Department shall request that all officials and agencies, to whom a request for review has been made, submit their report to the Staff. The Staff will consider all the reports submitted by the officials and agencies concerning the Final Subdivision Plat and shall submit a report for proposed action to the Planning Commission.

Once an Application is received, the Staff will work diligently to review the Application, as quickly as time and workload allows. The scale or complexity of a project or Staff workload may necessitate a longer processing period. In such

cases the Staff will notify the Applicant when an Application is filed as to the projected time frame.

- C. **PLANNING COMMISSION AND CITY COUNCIL REVIEW OF FINAL SUBDIVISION PLAT.** The Planning Commission shall review the Final Subdivision Plat and the report of the Staff, taking into consideration requirements of the Land Management Code, the General Plan, and any Master Plan, site plan, or Sensitive Lands Analysis approved or pending on the Property. Particular attention will be given to the arrangement, location and width of Streets and their relation to sewerage disposal, drainage, erosion, topography and natural features of the Property, location of Physical Mine Hazards and Geologic Hazards, Lot sizes and arrangement, the further Development of adjoining lands as yet un-subdivided, requirements of the Preliminary Plat (if a Preliminary Plat was required), and requirements of the Official Zoning Map and Streets Master Plan, as adopted by the Planning Commission and City Council.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council.

1. The Planning Commission shall give notice pursuant to Section 15-1-12 of this Code and hold a public hearing on the proposed final Subdivision Plat before making its final recommendation to the City Council.
2. After considering the final Subdivision Plat and proposed ordinance, the Planning Commission shall recommend to the City Council approval or disapproval of the Subdivision Application and set forth in detail any conditions to which the approval is subject, or the reasons for disapproval.
3. The City Council may adopt or reject the ordinance either as proposed by the Planning Commission or by making any revision it considers appropriate.
4. In the final ordinance the City Council shall stipulate the period of time when the Final Plat shall be recorded and when the performance Guarantee shall be filed or the required improvements installed, whichever is applicable. Provided, however, that no plats will be approved or released for recording until necessary Guarantees have been established in accordance with the Land Management Code. In no event shall the period of time stipulated by the City Council for completion of required improvements exceed two (2) years from the date of the final ordinance.
5. Extension of Approval. Applicants may request time extensions of the City Council approval by submitting a request in writing to the Planning Department prior to expiration of the approval. The City Council may grant an extension to the expiration date when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings. Notice shall be provided consistent with the requirements for a Final Plat in Section 15-1-12.



- D. **SUBMISSION AND REVIEW.** Subsequent to the resolution of the Planning Commission, one
1. paper copy of the construction plans, and one copy of the original Subdivision Plat on paper shall be submitted to the Planning Department for final review. No final approval shall be endorsed on the plat until the staff's review has indicated that all requirements of the ordinance have been met.
- E. **VESTED RIGHTS.** Vesting for purposes of zoning occurs upon the filing of a complete Application provided, however, that no vested rights shall accrue to any plat by reason of preliminary or final approval until the actual signing of the plat by the Chairman of the Planning Commission and the Mayor of Park City. All requirements, conditions, or regulations adopted by the Planning Commission and City Council applicable to the Subdivision or to all Subdivisions generally shall be deemed a condition for any Subdivision prior to the time of the signing of the Final Plat by the Chairman of the Planning Commission and Mayor. Where the Planning Commission or Council has required the installation of improvements prior to signing of the Final Plat, the Planning Commission or Council shall not unreasonably modify the conditions set forth in the final approval.
- F. **LOT LINE ADJUSTMENTS.** The Planning Director may approve a Lot Line Adjustment between two (2) Lots without a plat amendment, within the corporate limits of Park City, if:
1. the Owners of both Lots demonstrate, to the satisfaction of the Planning Director that:
    - a. no new developable Lot or unit results from the Lot Line Adjustment;
    - b. all Owners of Property contiguous to the adjusted Lot(s) or to Lots owned by the Applicant(s) which are contiguous to the adjusted Lot(s), including those separated by a public Right-of-Way, consent to the Lot Line Adjustment;
    - c. the Lot Line Adjustment does not result in remnant land;
    - d. the Lot Line Adjustment, and resulting Lots comply with LMC Section 15-7.3 and are compatible with existing lot sizes in the immediate neighborhood;
    - e. the Lot Line Adjustment does not result in violation of applicable zoning requirements;
    - f. neither of the original Lots were previously adjusted under this section;
    - g. written notice was mailed to all Owners of Property within three hundred feet (300') and neither any Person nor the public will be materially harmed by the adjustment; and
    - h. the City Engineer and Planning Director authorizes the execution and recording of an appropriate deed and Plat, to reflect that the City has approved the Lot Line Adjustment.
    - i. Extension of Approval. Applicants may request time extensions of the Lot Line Adjustment approval by submitting a request in writing

to the Planning Department prior to expiration of the approval. The Planning Director shall review all requests for time extensions of Lot Line Adjustments and may grant a one year extension.

Extension requests may be granted when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings. Notice shall be provided consistent with the requirements for Lot Line Adjustments in Section 15-1-12.

2. If, based upon non-compliance with Subsection (1), the Planning Director denies the Lot Line Adjustment, the Director shall inform the Applicant(s) in writing of the reasons for denial, of the right to appeal the decision to the Planning Commission, and of the right to file a formal plat amendment Application.

**G. COMBINATION OF ADJOINING CONDOMINIUM UNITS WITH A CONDOMINIUM ~~RECORD OF SURVEY~~ PLAT.**

1. Subject to the condominium declaration, a unit owner after acquiring an adjoining unit that shares a common wall with the unit owner's unit and after recording an amended condominium ~~record of survey~~ plat in accordance with this Title, a unit owner may:
  - a. remove or alter a partition between the unit owner's unit and the acquired unit, even if the partition is entirely or partly common areas and facilities; or
  - b. create an aperture to the adjoining unit or portion of a unit.
2. A unit owner may not take this action if such action would:
  - a. impair the structural integrity or mechanical systems of the building or either unit;
  - b. reduce the support of any portion of the common areas and facilities or another unit;
  - c. constitute a violation of Utah Code Section 10-9a-608, as amended, or violate any section of this code of the IBC.
3. Approval of a condominium plat amendment to combine units does not change an assessment or voting right attributable to the unit owner's unit or the acquired unit, unless the declaration provides otherwise.

**Condo Amendment #4:**

**15-12-15 Review By Planning Commission**

- A. General planning and review of specific Development projects by the Planning Commission shall be divided into the following functions:
  1. City General Plan and General Plan amendments review and recommendation to City Council;
  2. Annexation and zoning review with recommendation to City Council;

3. Land Management Code and re-zoning review with recommendation to City Council;
  4. Subdivision approval with recommendation to City Council;
  5. Large scale Master Planned Development approval;
  6. Conditional Use permit ratification of findings of fact, conclusions of law and conditions of approval, if applicable;
  7. Consent agenda items;
  8. Review of appeals of Planning Directors interpretation of the Land Management Code and decisions;
  9. Subdivision and ~~Condominium-record-of-survey~~ plat and plat amendment review with recommendation to City Council;
  10. Sensitive Lands review; and
  11. Extension of Conditional Use permit and Master Planned Development approvals.
- B. The scope of review for each of these functions is as follows:
1. **CITY GENERAL PLAN REVIEW.** The Planning Commission shall have the primary responsibility to initiate and update the City General Plan, including planning for adequate Streets and utilities, parks, trails, recreation facilities, housing, and open space. The Commission shall consider long-range zoning and land use objectives, protection of Sensitive Lands, and shall conduct periodic review of existing plans to keep them current.
  2. **ANNEXATION REVIEW.** The Commission shall review all annexation requests according to the Utah State Code regarding annexations, including Section 10-2-401.5, regarding adoption of an annexation policy plan, and shall make a recommendation to City Council for action. The Commission shall recommend zoning on land to be annexed.
  3. **LAND MANAGEMENT CODE AND REZONING REVIEW.** The Commission shall initiate or recommend zone changes and review the Land Management Code Development standards within zones. The Commission shall hear all requests for zone changes and forward a recommendation to City Council for action. The Commission shall have the primary responsibility to review amendments to the Land Management Code and shall forward a recommendation to the City Council.
  4. **SUBDIVISION APPROVAL.** The Planning Commission shall review all applications for Subdivisions under the provisions of the Park City Subdivision Control Ordinance in Section 15, Chapter 7.
  5. **LARGE SCALE MASTER PLANNED DEVELOPMENT APPROVAL.** All proposals for large scale Master Planned Development approval shall be reviewed by the Planning Commission. In reviewing requests for large scale Master Planned Development approval, the Commission shall consider the purpose statements and MPD requirements as stated in Section 15-6-1 and Section 15-6-5. All Master Planned Developments shall be processed by the Planning Department and the Planning Commission as outlined in Section 15-6-4.

6. **RATIFICATION OF CONDITIONAL USE PERMITS.** The Planning Commission has the authority to review and ratify or overturn all actions of the Planning Department regarding Conditional Use permits. In reviewing requests for Conditional Use permits, the Commission shall consider the Conditional Use process and review criteria as stated in Section 15-1-10. In approving or denying a Conditional Use permit the Commission shall ratify and include in the minutes of record the findings of fact, conclusions of law, and conditions of approval, if applicable, upon which the decision to approve or deny was based.
7. **CONSENT AGENDA ITEMS.** The following items may be placed on the consent agenda, if the Application is uncontested, or if a public hearing has already been conducted and has been closed by formal action of the Planning Commission:
  - a. Conditional Use permits, including Steep Slope Conditional Use permits;
  - b. Plat and plat amendment approvals;
  - c. Requests for time extensions of Conditional Use permit, Master Planned Development, and plat approvals.
  - d. Other items of a perfunctory nature, which the Chair directs the Department to place on the consent agenda for action.

All items on the consent agenda shall be passed or denied by a single motion at the Commission meeting, unless a motion to remove a specific item is made. If a member of the public or a member of the Planning Commission requests a public hearing on a consent agenda item, then the item shall be removed from the consent agenda. When an item is removed from the consent agenda, it shall be acted on at the same meeting at which the removal occurs, unless the Applicant requests the item be continued in order to prepare additional information to respond to the Commissions concerns.

8. **REVIEW OF APPEALS OF THE PLANNING STAFF'S INTERPRETATION OF THE LAND MANAGEMENT CODE.** The Owner, Applicant, or any non-Owner with standing as defined in Section 15-1-18(D) of this Code may request that Planning Staff Final Action on a project be reviewed by the Planning Commission. The standard of review by the Planning Commission shall be the same as the scope of review at the Staff level. Appeal process shall be in accordance with Section 15-1-18. Appeals shall be heard by the Planning Commission within forty-five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise.
9. **SUBDIVISION AND ~~CONDOMINIUM RECORD OF SURVEY~~ PLAT AND PLAT AMENDMENT REVIEW.** The Commission shall review all plats affecting land within the City limits or annexations to the City, according to Section 15-7. The scope of review on plat approval is limited to finding substantial compliance with the provisions of the state statute on recording of plats, and that all previously imposed conditions of approval, whether imposed by the Staff or the Commission have been satisfied.

Upon finding that the plat is in compliance with the state statute, and that conditions of approval have been satisfied, the plat must be approved. The City Engineer, City Attorney, City Recorder, City Council, and Mayor shall all review the plat as required by statute before recording. Plats may be approved on the consent agenda.

10. **SENSITIVE LANDS REVIEW.** Any project falling within the Sensitive Lands Area Overlay Zone is subject to additional requirements and regulations as outlined in the Sensitive Area Overlay Zone Regulations, Section 15-2.21.
11. **EXTENSION OF CUP AND MPD APPROVAL.** See extension of Conditional Use Permit, Section 15-1-10(G) and MPD Section 15-6-4(H), Length of Approval.

## Condo Amendment #5:

### 15-15-1 Definitions

[...]

**APPLICATION.** A written request, completed in a manner prescribed in this Code, for review, approval, or issuance of a Development permit, including but not limited to Conditional Use permits, Building Permits, variances, annexation and re-zoning requests, Subdivision and ~~Condominium record-of-survey~~ plats, plat amendments, Code amendments, design review, and Administrative Permits.

1. **Application, Complete.** A submission that includes all information requested on the appropriate form, and payment of all applicable fees.

[...]

## Attachment 2 – BOA and HPB Chair Vote Amendment

### BOA Amendment:

#### **15-10-11 Vote Necessary**

All actions of the BOA shall be represented by a vote of the membership. The concurring vote of three (3) members of the Board shall be necessary to reverse any order, requirement, or determination of any such administrative official, board, or commission, or to decide in favor of the Applicant.

### HPB Amendment:

#### **15-11-3 Organization**

- A. **CHAIR**. The HPB shall elect one of its members to serve as Chair for a term of one (1) year at its first meeting following the expiration of terms and appointment of new members. The Chair may be elected to serve for one (1) consecutive additional term, but not for more than two (2) successive terms. If the Chair is absent from any meeting where a quorum would otherwise exist, the members may appoint a Chair Pro Tem to act as Chair solely for that meeting.
- B. **QUORUM**. No Business shall be conducted without a quorum at the meeting. A quorum shall exist when the meeting is attended by four (4) of the appointed members, including the Chair or Chair Pro Tem.
- C. **VOTING**. All actions of the HPB shall be represented by a vote of the membership, **including the HPB Chair**. A simple majority of the members present at the meeting in which action is taken shall approve any action taken. ~~The Chair may vote at the meetings.~~

## Attachment 3 – Floor Area Amendment

### **15-15-1 Definitions**

For the purpose of the LMC, certain numbers, abbreviations, terms, and words shall be used, interpreted, and defined as set forth herein. Defined terms will appear as proper nouns throughout this Title. Words not defined herein shall have a meaning consistent with Webster's New Collegiate Dictionary, latest edition.

Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include the singular; the word "herein" means "in these regulations"; the word "regulations" means "these regulations"; "used" or "occupied" as applied to any land or Building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

[...]

### **BASEMENT AREA BELOW FINAL GRADE.**

The Area located under a ceiling that is below Final Grade.

[...]

### **FLOOR AREA.**

1. **Floor Area, Gross Residential.** The Area of a Building, including all enclosed Areas, **consisting of the Area of all floors located under a ceiling that is above Final Grade, measured in square feet.** Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Residential Floor Area. Garages, up to a maximum Area of 600 square feet<sup>1</sup>, are not considered Floor Area. Basement and Crawl Space Areas below Final Grade are not considered Floor Area. Floor Area is measured from the finished surface of the interior of the exterior boundary walls.
2. **Floor Area, Gross Commercial.** The Area of a Building including all enclosed Areas excluding parking areas. Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Commercial Floor Area. Areas below Final Grade used for commercial purposes including, but not limited to, storage, bathrooms, and meeting space, are considered Floor Area.
3. **Floor Area, Net Leasable.** Gross Floor Area excluding common hallways, mechanical and storage Areas, parking, and restrooms.

<sup>1</sup>400 sq. ft. in Historic Districts

[...]

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: NEW BUSINESS

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### **Subject:**

Proposed Budget for Fiscal Year 2018-2019 for Park City Municipal Corporation and its related agencies

(A) Public Hearing (B) Continue to June 7, 2018

### **Suggested Action:**

### **Attachments:**



## Council Agenda Item Report

Meeting Date: May 31, 2018

Submitted by: Anya Grahm

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

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### **Subject:**

Consideration to Approve Ordinance No. 2018-25, an Ordinance Approving the Gardner Parcel- First Amended Plat Amendment, Located at 943-945 Norfolk Avenue, Park City, Utah  
(A) Public Hearing (B) Action

### **Suggested Action:**

### **Attachments:**

[943-945 Norfolk Avenue Staff Report](#)

[PI-17-03686 945 Norfolk Ave- CC Exhibits 5.31.18.pdf](#)



## City Council Staff Report

**Subject:** The Gardner Parcel First Amended at 943-945 Norfolk Avenue  
**Author:** Anya Grahn, Historic Preservation Planner  
**Department:** Planning  
**Date:** May 31, 2018  
**Type of Item:** Plat Amendment

### Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the Gardner Parcel-First Amended, located at 943-945 Norfolk Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

### Description

**Applicant:** Sunshine Rose, Inc.  
**Location:** 943-945 Norfolk Avenue  
**Zoning:** Historic Residential (HR-1)  
**Adjacent Land Uses:** Single family, condominium, and duplex structures  
**Reason for Review:** Plat Amendments require Planning Commission review and City Council review and action.

### Executive Summary

The Gardener Parcel Subdivision was recorded in 1996 to combine three (3) Old Town Lots of Record into one lot totaling 5,625 square feet. The property has since sold to the current owner, Sunshine Rose, Inc., in 2017, and the current owner wishes to subdivide the lot into two parcels. The house at 945 Norfolk Avenue is designated as Landmark on the Park City Historic Sites Inventory (HSI); a non-historic detached accessory building containing a garage and accessory apartment were built at 943 Norfolk Avenue in 1994.

### Acronyms

HR-1 Historic Residential-1 Zoning District  
ROW Right-of-Way

### District Purpose

The purpose of the Historic Residential (HR-1) District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,

- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

## **Background**

The background of this application was outlined in the May 9, 2018 Planning Commission [Staff Report \(starting page 18\)](#) . On May 9<sup>th</sup>, the Planning Commission unanimously forwarded a positive recommendation to City Council for the approval of this plat amendment.

## **Analysis**

Staff has also outlined the Analysis in the May 9<sup>th</sup> [Planning Commission Staff Report \(starting page 18\)](#). Staff has added a number of Conditions of Approval to this plat amendment to address encroachments into the City's Norfolk Avenue ROW as well neighboring properties.

## **Good Cause**

In 1995, the plat amendment was approved with a 5 foot wide snow storage easement; since then, the City has been consistent in requesting a 10 foot wide snow storage easement adjacent to the right-of-way. Staff has added a Condition of Approval #4 to ensure that this occurs.

## **Process**

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § 15-1-18.

## **Department Review**

This project has gone through an interdepartmental review. No further issues were brought up at that time.

## **Notice**

On April 25, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on April 21, 2018, according to requirements of the Land Management Code.

## **Public Input**

No public input has been received by the time of this report.

## **Alternatives for City Council to Consider**

- The City Council may approve the Gardner Parcel-First Amended located at 943-945 Norfolk Avenue; or
- The City Council may deny the Gardner Parcel-First Amended located at 943-945 Norfolk Avenue and direct staff to make Findings for this decision; or

- The City Council may continue the discussion to a date certain and provide staff with direction to provide additional information necessary in order to make a final decision on the record of survey plat.

### **Significant Impacts**

There are no significant fiscal or environmental impacts from this application.

### **Consequences of not taking the suggested recommendation**

A consequence of not taking the Planning Department's recommendation is that the site would continue to be one parcel containing two units. Should the applicant not subdivide the lots, the applicant could tear down the 1994 addition and construct a large addition to the south side of the historic house. This would not be favorable to the historic character of Old Town.

### **Recommendation**

Staff recommends City Council hold a public hearing and consider approving the Gardner Parcel-First Amended, located at 943-945 Norfolk Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

### **Attachments**

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)

Exhibit B – Survey of Existing Conditions

Exhibit C – Proposed Lot Line Superimposed on Existing Survey

Exhibit D – Aerial Photographs with 500' Radius & Site Photographs

## **Ordinance No. 2018-25**

AN ORDINANCE APPROVING THE GARDNER PARCEL-FIRST AMENDED SUBDIVISION LOCATED AT 943-945 NORFOLK AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 943-945 Norfolk Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on April 21, 2018, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on April 25, 2018, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on May 9, 2018, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on May 9, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 31, 2018, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Gardner Parcel-First Amended located at 943-945 Norfolk Avenue.

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

**SECTION 1. APPROVAL.** The Gardner Parcel-First Amended located at 943-945 Norfolk Avenue, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

### **Findings of Fact:**

1. The property is located at 943-945 Norfolk Avenue.
2. The historic house at 945 Norfolk Avenue was constructed in 1896 by Nathaniel J. Williams.
3. In July 1994, the Historic District Commission (HDC) approved the construction of a new addition that included a four-car parking garage and 1,200 square foot apartment to the south of the historic house. The design mimicked the roof form, dormers, materials, and detailing of the historic house.
4. At the time of the HDC's approval, the use was considered a "duplex" and the house and garage. The garage and accessory apartment are in a detached structure, separate from the historic house.

5. In 1995, the Park City Council approved Ordinance 95-13, a plat amendment to combine “All of Lots 10, 11, & 12, Blk 15, Snyders Addition to Park City.” The Gardner Parcel was recorded with the Summit County Recorder on July 16, 1996.
6. In 2009, this site was listed on Park City’s Historic Sites Inventory (HSI) and was designated as Landmark.
7. The applicant submitted a Historic District Design Review (HDDR) application on March 13, 2018; it was deemed complete on March 19, 2018. The HDDR application is currently under review by the Planning Department.
8. The Historic Preservation Board reviewed and approved the Material Deconstruction on May 2, 2018. They determined that the contemporary site improvements were not historic and approved the removal of rock and stone retaining walls, sidewalks, landscaped stairs, driveway, and other improvements.
9. The current application proposes to subdivide the lot into two legal lots of record. Lot A (945 Norfolk Avenue) will contain 2,963 square feet; while Lot B (943 Norfolk Avenue) will contain 2,662 square feet.
10. On April 17, 2018, the applicant submitted a build permit to demolish the detached garage structure and non-historic landscape improvements at 943 Norfolk Avenue. The permit has not yet been issued.
11. Along the front (east) side of the property, there are retaining walls that encroach into the city right-of-way.
12. Between the two buildings there are a concrete walkway, wood and concrete steps, and a portion of the covered porch at 943 Norfolk Avenue that will encroach over the proposed subdivision line.
13. Along the rear (west) yard, there is an existing retaining wall that encroaches onto the 945 Norfolk Avenue property from 950 Empire Avenue. Survey note #10 states, “There is a rock wall encroaching in the property pertinent to the construction of the adjacent property.”
14. In the rear yard, there is also a retaining wall that extends from 945 Norfolk Avenue into the property to the north at 955 Norfolk, as well as a series of retaining walls that cross over the proposed subdivision line between 943 and 945 Norfolk Avenue.
15. LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures.
16. Per LMC 15-2.2-3 (A), the minimum Lot Area is 1,875 square feet for a Single Family Dwelling; Lot A will comply at 2,963 square feet, and Lot B will comply at 2,662 square feet.
17. Per LMC 15-2.2-3 (D), the building footprint is based on the Lot Size. Lot A will produce an allowable footprint of 1,254.275 square feet; it currently has a footprint of 1,186.875 square feet. Lot B will produce an allowable footprint of 1,146.079 square feet; it currently has a footprint of 960 square feet.
18. Per LMC 15-2.2-3(E), the minimum Front and Rear Yard setbacks for Lots with a depth up to 75 feet, such as these proposed lots, is 10 feet. Following the subdivision, Lot A containing the Historic House will have a front yard setback of 7 feet and a rear yard setback of 19 feet; historic structures are valid non-complying buildings. With the existing structure, Lot B will have a front yard setback of 17 feet and a rear yard setback of 16 feet.

19. Per LMC 15-2-2-3(H), the minimum side yard increases for lots greater than 37.5 feet in width. Lot A has a proposed lot width of 39.50 and will require side yard setbacks of 5 feet for a total of 10 feet; with the Historic house, the site will have a 2 foot side yard setback on the north side and a 6 foot side yard setback on the south side. Lot B has a proposed lot width of 35.50 and will require 3 foot setbacks for a total of 6 feet; with the existing detached garage-accessory apartment structure, the site will have 0 ft. setback on the north side and 12 foot setback on the south side.
20. Per LMC 15-2.2-5 Building Height, no structure shall be erected to a height greater than 27 feet from Existing Grade. The Historic house has a height of 26.1 feet and the 1994 garage-accessory apartment addition has a height of 23.9 feet. The historic house was constructed prior to the requirement of a 10 foot horizontal step in the downhill façade; it is a valid non-complying structure. The detached garage-accessory apartment was built in 1994 prior to the requirement of a 10 foot horizontal step in the downhill façade; it is legal non-complying.
21. The 1994 garage-accessory apartment addition to the site is legal non-complying; however, the applicant has proposed to demolish it and redevelop Lot B. It does not cross the proposed subdivision line, but would have a 0 foot setback if the building were to remain.
22. The 1995 plat amendment approval included a five foot (5') snow storage easement along the Norfolk Avenue right-of-way. The City has since been consistent in requiring a 10 foot snow storage easement.
23. The Park City Planning Department received the plat amendment application on March 6, 2018; the application was deemed complete on March 8, 2018.
24. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

#### **Conclusions of Law:**

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

#### **Conditions of Approval:**

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.

4. A 10 foot wide public snow storage easement along the frontage of Norfolk Avenue is required and shall be provided on the plat.
5. There are non-historic retaining walls that encroach into the right-of-way in front of both 943 and 945 Norfolk Avenue. The applicant shall remove these encroachments prior to recording the plat.
6. Prior to recording the plat, the applicant shall remove the non-historic encroachments between the two properties, including the concrete deck and stairs as well as the series of stone retaining walls in the backyard.
7. The applicant shall either remove the contemporary rock retaining walls or enter into an encroachment agreement with the neighbor at 950 Empire Avenue for the rock retaining wall that extends from 950 Empire Avenue into 945 Norfolk Avenue.
8. The applicant shall remove the contemporary rock retaining walls that extend from 945 Norfolk Avenue into the property directly north.
9. The applicant shall demolish the garage-accessory apartment structure at 943 Norfolk Avenue prior to recording the plat.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 31<sup>st</sup> day of May, 2018.

PARK CITY MUNICIPAL CORPORATION

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Andy Beerman, MAYOR

ATTEST:

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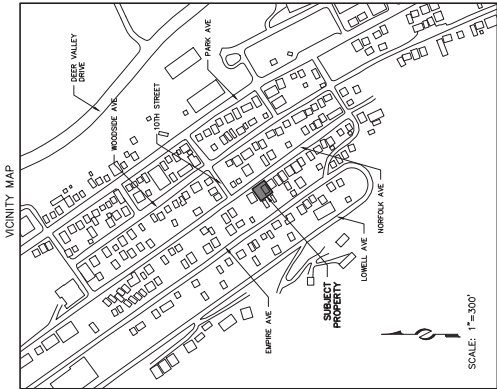
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

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Mark Harrington, City Attorney





SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 11107, State of Utah, and that I am duly qualified to perform the survey shown on this plat. I further certify that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

LEGAL DESCRIPTION

All of The Gardner Parcel Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

NOW ALL MEN BY THESE PRESENTS THAT SUNSHINE ROSE, INC., the undersigned owner of the hereuntofore described parcel, do hereby certify that it has caused this plat amendment to be prepared, and does hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: Thaddaea Wong, Manager  
SUNSHINE ROSE, INC.

ACKNOWLEDGMENT

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, Thaddaea Wong personally appeared before me, whose identity is personally known to me or proven on the basis of \_\_\_\_\_, and who acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed, and that he executed the same in accordance with the authority of its Bylaws, or Resolution of its Board of Directors, and he acknowledged to me that he executed THE GARDNER PARCEL-FIRST AMENDED.

A Notary Public commissioned in \_\_\_\_\_

Printed Name \_\_\_\_\_  
Residing In: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2018-\_\_\_\_\_.
2. All Conditions of Approval of The Gardner Parcel, recorded July 26, 1996, as Entry No. 459013 continue to apply and remain in full force and effect.



THE GARDNER PARCEL-FIRST AMENDED

LOCATED IN THE NORTH HALF OF SECTION 16  
TOWNSHIP 2 SOUTH, RANGE 4 EAST  
SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

FILED FOR RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE  
DATE: \_\_\_\_\_ 2018  
BY: \_\_\_\_\_

|  |                                                                                                                                                                                                      |                                                                                                                                |                                                                                                                                                                               |                                                                                                                   |                                                                                                                                               |                                                                                                                                                                                                   |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>SNYDERVILLE BASIN WATER RECLAMATION DISTRICT<br/>REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2018<br/>BY: _____ S.B.W.R.D.</p> | <p>PLANNING COMMISSION<br/>APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2018<br/>BY: _____ CHAIR</p> | <p>ENGINEER'S CERTIFICATE<br/>FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2018<br/>BY: _____ PARK CITY ENGINEER</p> | <p>APPROVAL AS TO FORM<br/>APPROVED AS TO FORM THIS _____ DAY OF _____, 2018<br/>BY: _____ PARK CITY ATTORNEY</p> | <p>COUNCIL APPROVAL AND ACCEPTANCE<br/>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2018<br/>BY: _____ MAYOR</p> | <p>CERTIFICATE OF ATTEST<br/>I CERTIFY THIS PLAT MAP WAS FILED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2018<br/>BY: _____ PARK CITY RECORDER<br/>FEE: _____ DATE: _____ ENTRY NO. _____</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# THE GARDNER PARCEL SURVEY

LOCATED IN THE NORTH HALF OF SECTION 16  
TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
SALT LAKE BASE AND MERIDIAN  
RECORD OF SURVEY-EXISTING CONDITIONS  
SUMMIT COUNTY, UTAH



**SURVEYOR'S CERTIFICATE**  
I, Charles Galt, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248991, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision and control, I have caused this survey to be made and that I have the best of my knowledge this plot is a correct representation of said survey.

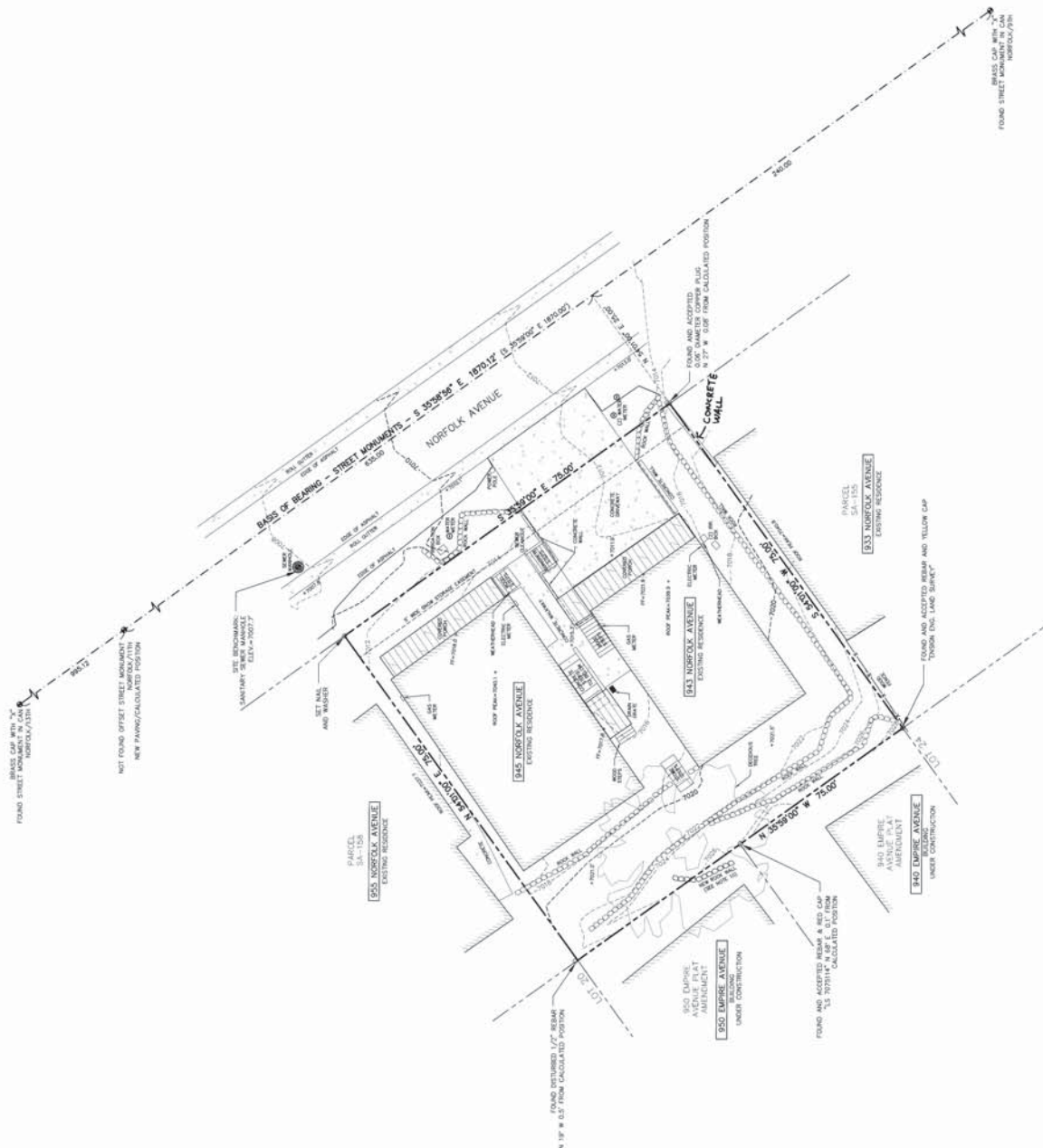
## LEGAL DESCRIPTION

All of The Gardner Parcel Subdivision according to the official plot recorded as entry No. 459013 on file in the Summit County Recorder's Office.  
Contains 5,625 SQ. FT.

## NOTES

1. Basis of Bearing for this survey is between the found brass cap street monuments as shown on this plot.
2. Field work for this survey was performed August 17, 2017, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to locate and monument the boundary in addition to performing an Existing Conditions and Topography survey for the future subdivision of the property.
4. A Title Report was not provided to the surveyor and only easements shown on The Gardner Parcel Subdivision were located as part of this survey. Other easements may exist.
5. Recorded deeds, The Gardner Parcel Subdivision, 940 Empire Avenue Plat Amendment, 950 Empire Avenue Plat Amendment, recorded surveys S-1770, S-1516, S-1129, S-8015, S-8155, S-8220 and physical monuments at the field were all used to determine the boundary as shown on this plot.
6. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
7. Property corners were set or found as shown.
8. Record bearing and distances when different than measured are in parentheses ( ).
9. Site Benchmark: Sanitary Sewer Mainline Elevation=7007.7' as shown.
10. There is a rock wall encroaching in the property pertinent to the construction in the adjacent property.

- LEGEND**
- Set nail in marker (As-shown)
  - Found Monument (As-shown)
  - Found Street Monument (As-shown)



STAFF:  
CHIEF SURVEYOR: JASON WYNE  
SURVEYOR: JASON WYNE  
SURVEYOR: JASON WYNE  
DATE: 8/13/17

EXISTING CONDITIONS & TOPOGRAPHIC MAP  
THE GARDNER PARCEL  
943 & 945 NORFOLK

FOR: RENE KIRO  
JOB NO.: S-8-17  
FILE: X:\System\Addition\Map\17\80817-000817-Gardner Parcel Survey

SHEET  
1  
OF  
1

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4448, State of Utah, and that I have personally surveyed and located the corners of the subject parcel, THE GARDNER PARCEL-FIRST AMENDED, and that the same has been or will be monumented on the ground as shown on this plan. I further certify that the information on this plan is accurate.



LEGAL DESCRIPTION

All of The Gardner Parcel Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

NOW ALL MEN BY THESE PRESENTS THAT SUNSHINE ROSE, INC., the undersigned owner of the hereuntofore described parcel, do hereby certify that it has caused this plat amendment to be prepared, and does hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: Thaddaeus Wong, Manager  
SUNSHINE ROSE, INC.

ACKNOWLEDGMENT

State of \_\_\_\_\_, ss: \_\_\_\_\_

County of \_\_\_\_\_, ss: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, Thaddaeus Wong personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and he acknowledged to me that he is the duly authorized officer or agent of SUNSHINE ROSE, INC., and that said document was signed by him on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he acknowledged to me that he executed THE GARDNER PARCEL-FIRST AMENDED.

A Notary Public commissioned in \_\_\_\_\_

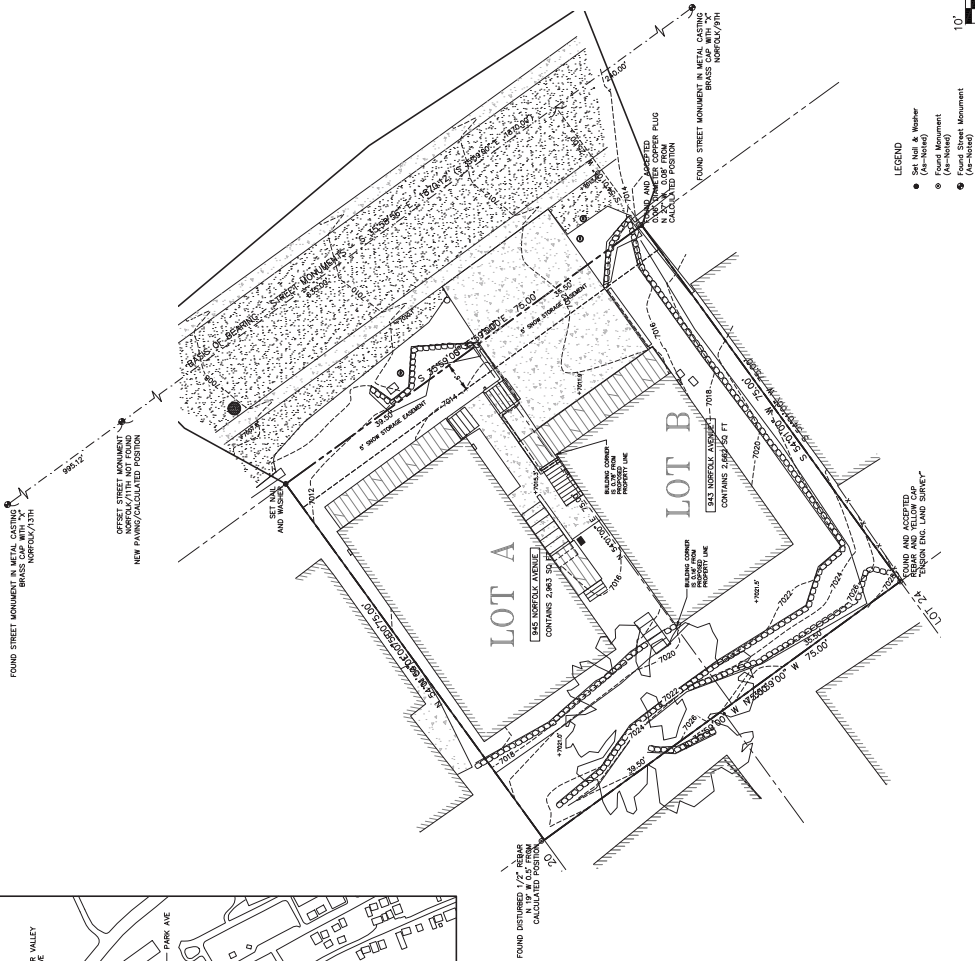
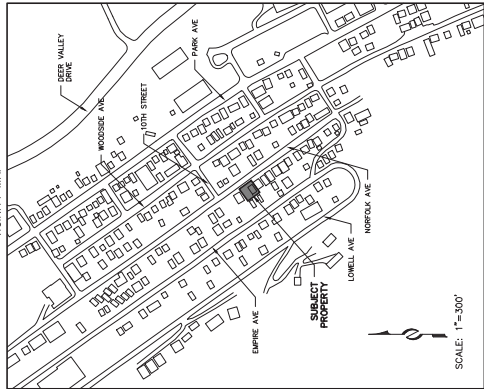
Printed Name: \_\_\_\_\_

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

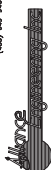
NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2018-\_\_\_\_\_.
2. All Conditions of Approval of The Gardner Parcel, recorded July 26, 1996, as Entry No. 459013 continue to apply and remain in full force and effect.



THE GARDNER PARCEL-FIRST AMENDED

LOCATED IN THE NORTH HALF OF SECTION 16  
TOWNSHIP 2 SOUTH, RANGE 4 EAST  
SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

|                                                                                                                                                                                                          |                                                                                                                                                                                                      |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                   |                                                                                                                                               |                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>CONSULTING ENGINEERS AND LAND PLANNERS, INC.<br/>322 Main Street, P.O. Box 2664, Park City, Utah 84060-2664</p> | <p>SNYDERVILLE BASIN WATER RECLAMATION DISTRICT<br/>REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2018<br/>BY: _____ S.S.W.R.D.</p> | <p>PLANNING COMMISSION<br/>APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2018<br/>BY: CHAIR _____</p> | <p>ENGINEER'S CERTIFICATE<br/>FIND THIS PLAN TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH ENGINEERING ACT AND THE RULES OF THE BOARD OF ENGINEERING AND SURVEYING. I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER AND HAVE PERSONALLY SURVEYED AND LOCATED THE CORNERS OF THE SUBJECT PARCEL.<br/>DAY OF _____, 2018<br/>BY: PARK CITY ENGINEER _____</p> | <p>APPROVAL AS TO FORM<br/>APPROVED AS TO FORM THIS _____ DAY OF _____, 2018<br/>BY: PARK CITY ATTORNEY _____</p> | <p>COUNCIL APPROVAL AND ACCEPTANCE<br/>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2018<br/>BY: MAYOR _____</p> | <p>CERTIFICATE OF ATTEST<br/>I CERTIFY THIS PLAN MAP WAS FILED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2018<br/>BY: PARK CITY RECORDER _____<br/>RECORDED<br/>STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____<br/>FEE _____<br/>TIME _____ DATE _____ ENTRY NO. _____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





SUBJECT  
PROPERTY



|  |                                      |                                                                        |                       |
|--|--------------------------------------|------------------------------------------------------------------------|-----------------------|
|  | STAFF:<br>RYAN BETZ<br>MARSHALL KING | ABRIAL PHOTOGRAPH<br>THE GARDNER PARCEL<br>BLOCK 15, SNYDER'S ADDITION | SHEET<br>1<br>OF<br>1 |
|  | DATE: 10/19/17                       | FOR: SUNSHINE ROSE, INC.                                               |                       |
|  |                                      | JOB: N/A                                                               |                       |
|  |                                      | FILE: K:\SnyderAddition\dwg\PlotEchibala\GPA\Gardner_Parcel-ortho.dwg  |                       |

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Anya Grahm

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

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### **Subject:**

Consideration to Approve Ordinance No. 2018-26, an Ordinance Approving the Anderson Plat Amendment, Located at 1203 Park Avenue, Park City, Utah  
(A) Public Hearing (B) Action

### **Suggested Action:**

### **Attachments:**

[1203 Park Avenue Staff Report](#)

[1203 Park Avenue Exhibits](#)





## City Council Staff Report

**Subject:** Anderson Plat Amendment at 1203 Park Avenue  
**Author:** Anya Grahn, Historic Preservation Planner  
**Department:** Planning  
**Date:** May 31, 2018  
**Type of Item:** Plat Amendment

### Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the Anderson Plat Amendment located at 1203 Park Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

### Description

**Applicant:** Reed and Amy Anderson (represented by Architect Michael Stoker)  
**Location:** 1203 Park Avenue  
**Zoning:** Historic Residential-Medium (HRM)  
**Adjacent Land Uses:** Residential—single and multi-family development, Park City Library  
**Reason for Review:** Plat Amendments require Planning Commission review and City Council review and action.

### Executive Summary

The property owner has requested a plat amendment to combine all of Lot 1 and the south ½ of Lot 2, Block 6, Snyder's Addition to Park City, according to the Summit County Recorder's Office. This will remove an interior lot line as well as allow the owner to move forward with remodeling the non-historic house. Staff has added several Conditions of Approval to remove the illegal duplex on this site as well as resolve encroachments into the City's 12<sup>th</sup> Street Right-of-Way.

### Acronyms

HRM Historic Residential Medium Zoning District  
ROW Right-of-Way

### District Purpose

The purpose of the HRM District is to:

- A. Allow continuation of permanent residential and transient housing in original residential Areas of Park City,
- B. Encourage new Development along an important corridor that is Compatible with Historic Structures in the surrounding Area,
- C. Encourage the rehabilitation of existing Historic Structures,

- D. Encourage Development that provides a transition in Use and scale between the Historic District and the resort Developments,
- E. Encourage Affordable Housing,
- F. Encourage Development which minimizes the number of new driveways Accessing existing thoroughfares and minimizes the visibility of Parking Areas, and
- G. Establish specific criteria for the review of Neighborhood Commercial Uses in Historic Structures along Park Avenue. property consists of all of Lot 1 and the south ½ of Lot 2, Block 6 of the Snyders Addition to Park City, and is identified by the Summit County Recorder as SA-60.

## **Background**

The background of this application was outlined in the May 9, 2018 Planning Commission [Staff Report \(starting page 31\)](#) and [Minutes \(starting page 7\)](#). On May 9<sup>th</sup>, the Planning Commission unanimously forwarded a positive recommendation to City Council for the approval of this plat amendment.

## **Analysis**

Staff has also outlined the Analysis in the May 9<sup>th</sup> [Planning Commission Staff Report \(starting page 31\)](#). Staff has added a number of Conditions of Approval to this plat amendment to address encroachments into the City's 12<sup>th</sup> Street ROW as well eliminate the illegal duplex use on this property.

## **Good Cause**

Staff finds good cause for this Plat Amendment as the interior lot lines running through the structure will be removed, existing encroachments will be resolved as required by Condition of Approval #4, and public snow storage easements will be provided to the City. Further, the plat amendment will require the removal of a non-conforming use, the illegal duplex, allowing the use of the structure to return to a single family dwelling.

## **Process**

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § 15-1-18.

## **Department Review**

This project has gone through an interdepartmental review. Issues raised at the review have been addressed with conditions of approval. No further issues were brought up at that time.

## **Notice**

On April 25, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on April 21, 2018, according to requirements of the Land Management Code.

## **Public Input**

No public input has been received by the time of this report.

### **Alternatives for City Council to Consider**

- The City Council may approve the Anderson Plat Amendment located at 1203 Park Avenue; or
- The City Council may deny the Anderson Plat Amendment located at 1203 Park Avenue and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain and provide staff with direction to provide additional information necessary in order to make a final decision on the record of survey plat.

### **Significant Impacts**

There are no significant fiscal or environmental impacts from this application.

### **Consequences of not taking the suggested recommendation**

Consequences of not taking the Planning Department's recommendation are that the Site would remain as is and the structure would sit over the interior lot line. The illegal duplex use would not be removed and the applicant would not be permitted to move forward with redevelopment of this site.

### **Recommendation**

Staff recommends City Council hold a public hearing and consider approving the Anderson Plat Amendment located at 1203 Park Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

### **Attachments**

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)

Exhibit B – Survey

Exhibit C – Aerial Photographs with 500' Radius

Exhibit D– Site Photographs

Exhibit E– Copy of Certified Letter from Park City Municipal Corp. to property owner, 12.14.14.



**Ordinance No. 2018-26**

AN ORDINANCE APPROVING THE ANDERSON PLAT AMENDMENT  
LOCATED AT 1203 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 1203 Park Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on April 25, 2018, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on April 25, 2018, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on May 9, 2018, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on May 9, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 31, 2018, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Anderson Plat Amendment at 1203 Park Avenue.

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

**SECTION 1. APPROVAL.** The Anderson Plat Amendment at 1203 Park Avenue, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

**Findings of Fact:**

1. The property is located at 1203 Park Avenue.
2. The property is in the Historic Residential-Medium (HRM) District.
3. The subject property consists of all of Lot 1 and the south ½ of Lot 2, Block 6, Snyder's Addition to Park City. The proposed plat amendment creates one (1) lot of record.
4. Though constructed prior to 1938 and over fifty (50) years old, the site is not designated as historic on the Park City Historic Sites Inventory (HSI) as it does not meet the criteria for either Landmark or Significant. The house has been

significantly altered by non-historic additions that have significantly altered the house's Essential Historical Form and diminished its historic integrity.

5. On December 14, 2014, the City notified the property owner at 1203 Park Avenue via certified mail that the area on his side of the fence was owned by the City and the City would give permission to use this property; however, the owner of 1203 Park Avenue did not have any "permanent right, title, or interest of any kind" vested in the area to the east of the fence as the "City may, at some future date, elect to remove the fence and not have City property on your side of the fence." The letter indicated that the owner waived any right to compensation for the loss of improvements made to the east side of the fence as this property did not belong to him.
6. In 2016, the applicant submitted a Historic District Design Review Pre-application to discuss development opportunities and renovation of the house. As a follow-up to the Design Review Team (DRT) meeting, staff informed the applicant via email on September 1, 2016, that the lot size did not meet the minimum requirements for a duplex and that additional research would be needed to show the duplex was constructed legally. The applicant has not provided any additional evidence to show the applicant was constructed legally, nor has staff uncovered any additional documentation verifying the legal construction of the duplex.
7. On March 24, 2017, the City received a Plat Amendment application for the Anderson Plat Amendment located at 1203 Park Avenue; the application was not complete as staff requested the applicant provide additional required information in order to move forward with processing the application.
8. During staff's review of the materials submitted, staff reaffirmed that the building is an illegal duplex. In the HRM Zoning District, Duplexes are an Allowed Use only when a minimum lot size of 3,750 square feet is provided; the applicant's lot size is 2,812.5 square feet. Staff continued to work with the owners' representative, architect Michael Stoker, through June 2017, emphasizing that staff could not move forward on this plat amendment unless the applicant either consented to a Condition of Approval to remove the illegal duplex use or the applicant prove the use had been approved.
9. On January 11, 2018, Code Enforcement received a formal complaint from a member of the public that had tried to rent the apartment, but had discovered that it was an illegal duplex. Code Enforcement Officer Shelley Hatch emailed the owner a copy of the Notice of Violation on January 30, 2018, and posted the property on the same day.
10. On February 20, 2018, the applicant submitted updated information for the plat amendment application. The application was complete on March 9, 2018.
11. No HDDR application has been submitted at this time. There has been no evidence or proof submitted in order for the Planning Director to make a determination that this was a legally constructed duplex; at this time, Building and Planning Department staff have moved forward with correcting the illegal duplex use.
12. The Plat Amendment removes one (1) lot line going through the existing structure.
13. The property currently contains 2,812.5 square feet. The property abuts Park Avenue on the east side of the house and 12<sup>th</sup> Street to the south.

14. The proposed Plat Amendment combines the property into one (1) lot measuring 2,812.5 square feet.
15. The existing house is an illegal duplex as it does not meet the lot size requirements for a duplex in the HRM zoning district and no evidence was presented with the application indicating that the duplex was allowed legally, nor has owner requested a determination that the use was a legal non-conforming use. The applicant has proposed to redevelop the house into a single-family dwelling; however, no Historic District Design Review (HDDR) application has been submitted at this time.
16. A Duplex is defined by the LMC as a Building containing two (2) Dwelling Units.
17. A Dwelling Unit is defined by the LMC as a Building or portion thereof designed for Use as the residence or sleeping place of one (1) or more Persons or families and includes a Kitchen, but does not include a Hotel, Motel, Lodge, Nursing Home, or Lockout Unit.
18. A single family dwelling is an allowed Use in the HRM zoning district and requires a minimum lot size of 1,875 square feet; the lot size complies with this requirement.
19. A duplex dwelling is an allowed Use in the HRM zoning district and requires a minimum lot size of 3,750 square feet; the lot size does not comply with this requirement.
20. The minimum lot width in the HRM zoning district is 37.5 feet; this lot complies with a lot width of 37.5 feet.
21. The required front yard setback is 10 feet; the existing front yard complies at 15 feet.
22. The required rear yard setback is 10 feet; the existing rear yard setback does not comply at 0 feet as the garage encroaches over the west property line.
23. The required side yard setbacks are 5 feet; the existing side yard setbacks do not comply as the house is 2 feet along the north property line and the garage has a 0 foot setback along the south property line.
24. There are several encroachments on this site that have been verified by the existing conditions survey. The existing garage and concrete pathways encroach into the 12<sup>th</sup> Street right-of-way. Along the west property line, a portion of the garage encroaches onto the neighboring City-owned property at 1255 Park Avenue (Park City Library).
25. In 1992, the City constructed the fence in order to prevent cars parked in the Library parking lot from shining lights into the houses to the east.
26. There is no maximum building footprint requirement in the HRM zoning district. The house has to meet the required setbacks.
27. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

**Conclusions of Law:**

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

**Conditions of Approval:**

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A ten feet (10') wide public snow storage easement will be required along the Park Avenue and 12<sup>th</sup> Street frontages of the property and shall be shown on the plat.
4. The property owner shall remove the portions of the c.1974 garage that encroaches into the City-owned property at 1255 Park Avenue along the west elevation as well as the portion of the garage that encroaches onto the 12<sup>th</sup> Street right-of-way on the south elevation. This shall be completed prior to recordation of the plat amendment with the Summit County Recorder's Office.
5. The applicant shall enter into a written agreement with the City specifying that the second Kitchen will be removed no later than June 29, 2018, and the duplex unit will not be rented individually;
6. The illegal duplex use shall be removed prior to recording the plat with Summit County Recorder's Office.
7. A note shall be added to the plat stating that residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.

**SECTION 2. EFFECTIVE DATE.** This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 31<sup>st</sup> day of May, 2018.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Andy Beerman, MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

---

Mark Harrington, City Attorney

**Attachment 1** – Proposed Plat





# Exhibit C



| SYMBOL LEGEND |                 |
|---------------|-----------------|
|               | DEED LINE       |
|               | SURVEY BOUNDARY |
|               | BUILDING        |
|               | CONCRETE        |
|               | ASPHALT         |
|               | WATER METER     |
|               | SEWER MANHOLE   |
|               | LIGHT POLE      |
|               | FOUND MONUMENT  |
|               | GAS METER       |

## SURVEYOR'S CERTIFICATE

I, LOUIS A. ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 123456, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I HEREBY CERTIFY THAT THE FOREGOING SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS AND ETHICS OF THE PROFESSION AND THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

LOUIS A. ANDERSON - P.L.S.
   
 DATE:

## SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE INFORMATION ON EXISTING CONDITIONS TO AND IN A FUTURE REDEVELOPMENT SURVEY WAS PERFORMED ON JUNE 22, 2024.

## DESCRIPTION

ALL OF LOT 1 AND THE SOUTH 1/2 OF LOT 2, BLOCK 6, UNDERLACED TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDERS OFFICE.

## VICINITY MAP

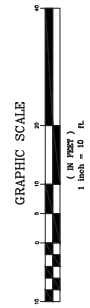
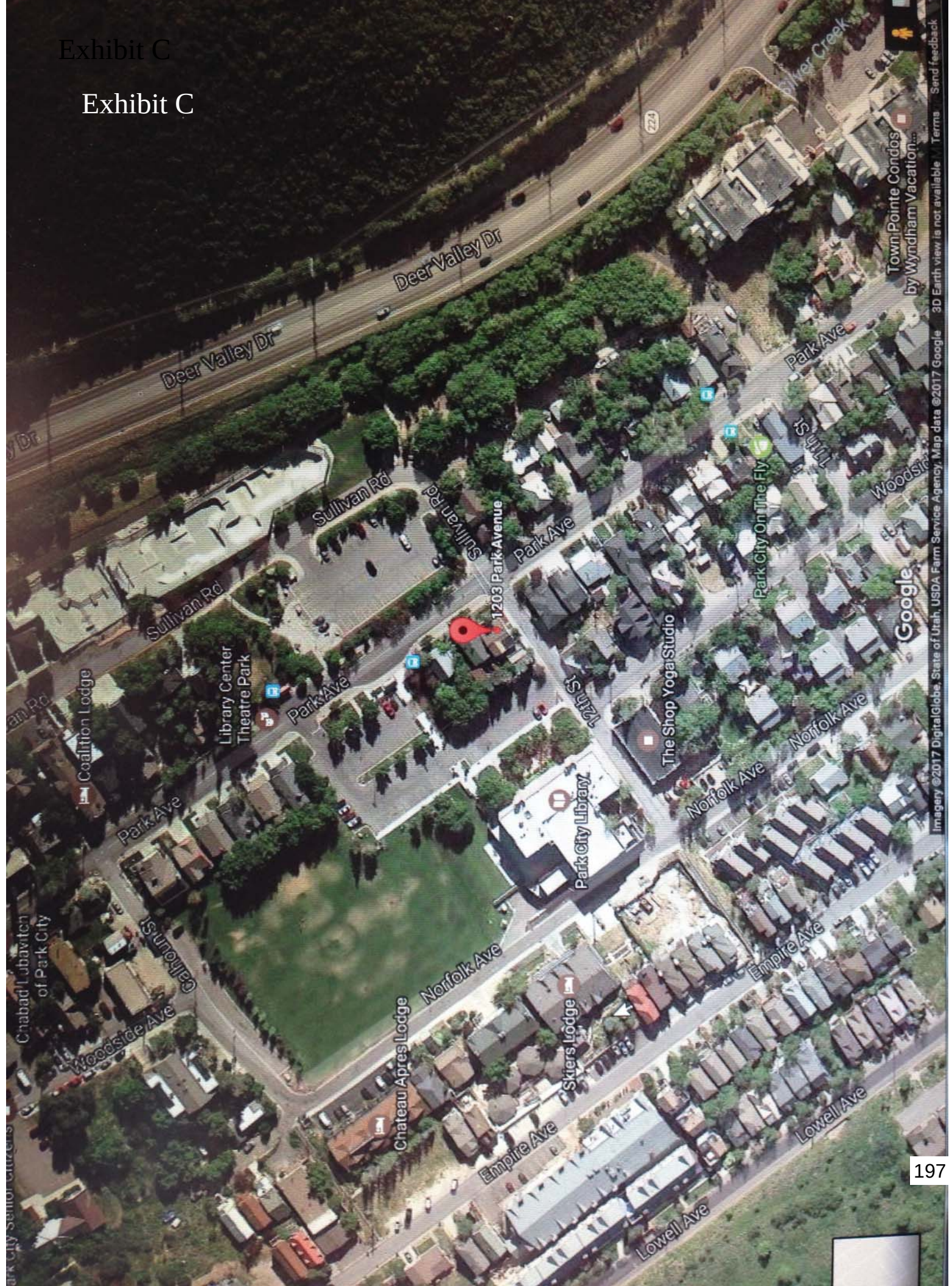




Exhibit C

Exhibit C



Imagery ©2017 DigitalGlobe, State of Utah, USDA Farm Service Agency, Map data ©2017 Google 3D Earth view is not available Terms Send feedback

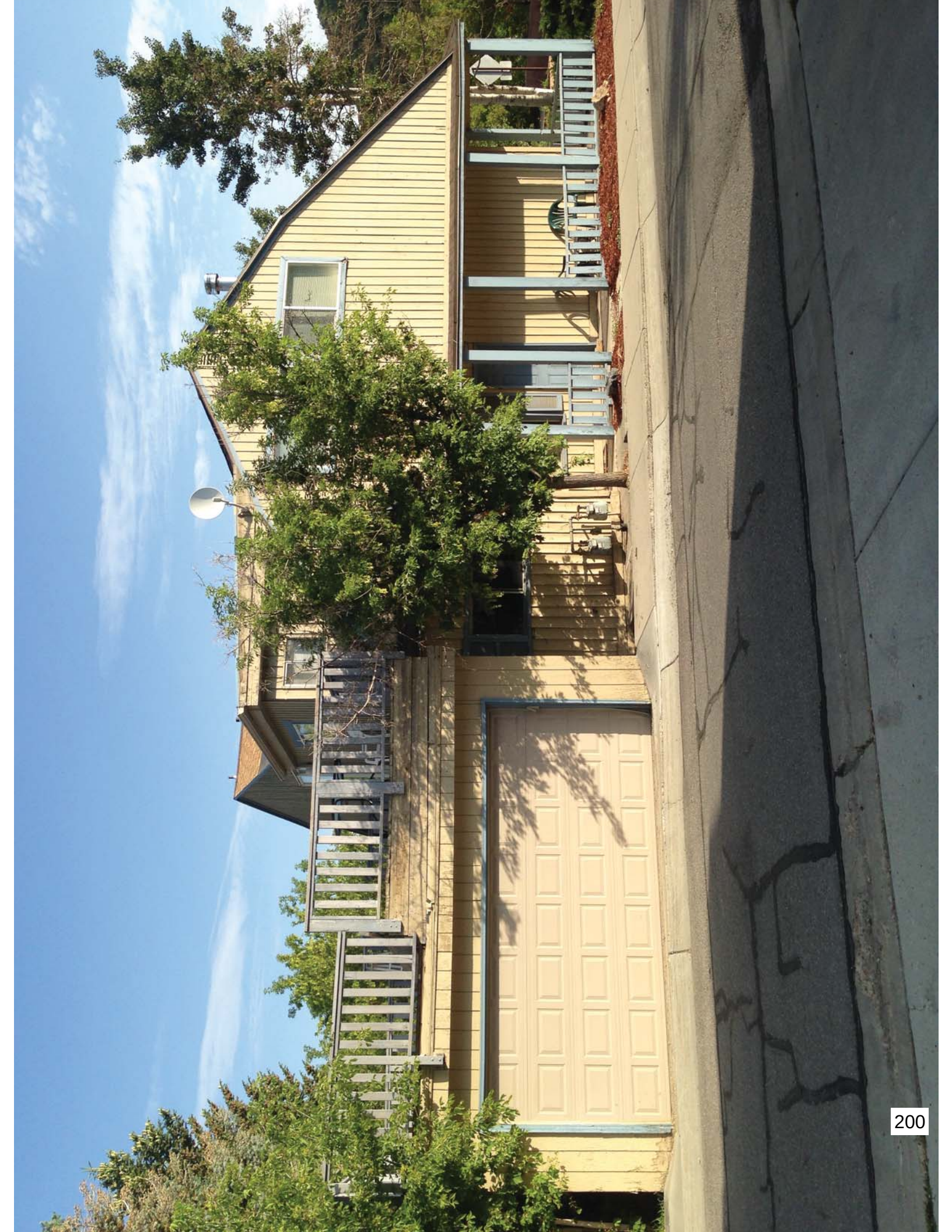
















# Exhibit E

SENT CERTIFIED RETURN RECEIPT

RE: Reed Anderson

3439 Riviera Drive

San Diego, CA 92109

Dear Property Owner at 1203 Park Avenue, Park City, UT:

As part of the renovation at the 1255 Park Avenue (Carl Winters Building) a site plan was done (see attached). The site plan shows that a City placed fence left a sliver of City property on your side of the fence. This letter is to inform you that the City is giving you permission to use this property.

No permanent right, title, or interest of any kind shall vest in the Owner of 1203 Park Avenue by virtue of this letter. Any property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

The City may, at some future date, elect to remove the fence and not have City property on your side of the fence. To the extent that removing the fence causes any improvements you may have made on this property, you waive any right to compensation for the loss of improvements.

Sincerely,

Matthew A. Twombly  
Senior Project Manager

## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Anya Grahm

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

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### **Subject:**

Consideration to Approve Ordinance No. 2018-27, an Ordinance Amending the Land Management Code (LMC) to Address Solar Energy Systems in the Historic Districts (H-Zoning Districts) by Amending LMC 15-1-2 Statement of Purpose, LMC 15-5-5 Architectural Design Guidelines, and 15-15 Defined Terms and Specifically the Lot and Site Requirements and Building Height Sections for LMC 15-2.1-3, 15-2.1.5, 15-2.2-3, 15-2.2-5, 15-2.3-4, 15-2.3-6, 15-2.4-4, 15-2.4-7, 15-2.5-3, 15-2.5-5, and 15-2.6-5  
(A) Public Hearing (B) Action

### **Suggested Action:**

### **Attachments:**

[Solar LMC Amendments Staff Report and Ordinance](#)





## City Council Staff Report

**Subject:** Land Management Code Amendments  
**Author:** Anya Grahn, Historic Preservation Planner  
**Department:** PL-18-03828  
**Date:** May 31, 2018  
**Type of Item:** Legislative – Land Management Code Amendments for Solar Energy Systems

### Summary Recommendation

Staff recommends that the City Council review the proposed Land Management Code (LMC) Amendments to address Solar Energy Systems in the Historic Districts (H-Zoning Districts) by amending LMC 15-1-2 Statement of Purpose, LMC 15-5-5 Architectural Design Guidelines, and 15-15 Defined Terms. Specifically, staff proposes to also amend the Lot and Site Requirements and Building Height sections for the following LMC Chapters: LMC 15-2.1-3, 15-2.1.5, 15-2.2-3, 15-2.2-5, 15-2.3-4, 15-2.3-6, 15-2.4-4, 15-2.4-7, 15-2.5-3, 15-2.5-5, and 15-2.6-5. Staff recommends that the City Council open a public hearing and consider approving the Draft Ordinance.

### Executive Summary

Staff is proposing to amend the Land Management Code (LMC) to clarify and simplify the installation and location of Solar Energy Systems. These LMC amendments further the goals of the General Plan while also helping the community to achieve SolSmart Gold Designation. At the request of the Sustainability Department, SolSmart conducted an audit of the LMC and reviewed the proposed changes.

### Description

**Proposal:** LMC amendments to better address Solar Energy Systems in the Historic Districts  
**Applicant:** Planning Department, directed by City Council  
**Location:** Historic Zoning Districts [Historic Residential Low-Density (HRL); Historic Residential (HR-1); Historic Residential (HR-2); Historic Residential-Medium Density (HRM); Historic Recreation Commercial (HRC); Historic Commercial Business (HCB)]  
**Reason for Review:** LMC Amendments require Planning Commission review, public hearing, and recommendation plus City Council review, public hearing, and final action

### Acronyms

|                                  |     |
|----------------------------------|-----|
| American Planning Association    | APA |
| Home Energy Rating System        | HER |
| Historic Preservation Board      | HPB |
| Historic Residential Low-Density | HRL |



|                                     |      |
|-------------------------------------|------|
| Historic Residential-1              | HR-1 |
| Historic Residential -2             | HR-2 |
| Historic Residential-Medium Density | HRM  |
| Historic Recreation Commercial      | HRC  |
| Historic Commercial Business        | HCB  |
| Land Management Code                | LMC  |

## Proposal

Planning staff and the Sustainability team are proposing the following changes to LMC 15-1-2 Statement of Purpose, LMC 15-5-5 Architectural Design Guidelines, and 15-15 Defined Terms in order to:

- Ensure that the purpose statements of the LMC are in harmony with the goals of the General Plan that encourage energy efficiency, reduce carbon footprint, and improve resiliency to impacts of climate change.
- Maintain the character defining features and historic character of the Historic Districts.
- Foster greater consistency and clarity in the LMC to encourage and promote the installation of free-standing and building-mounted Solar Energy Systems by providing a clear definition, location standards, and rear and side yard setback exceptions.
- Allow the community to achieve SolSmart Gold Designation.

## Background

The background has been outlined in the April 25, 2018 [Planning Commission Report](#) (starting page 86 of the packet).

On April 25, 2018, Planning Commission [See [Staff Report \(Page 85\)](#) ] unanimously forwarded a positive recommendation to City Council to approve the proposed LMC amendments. The proposed LMC changes include review criteria for the Planning Director or designee to vary the design standards for Solar Energy Systems in order to increase efficiency ratings. During Planning Commission review of the item, the Commission requested additional information regarding home energy efficiency ratings. The ratings are used as review criteria for modifications to standards for individual circumstances. Sustainability and Planning staff has addressed these concerns further in italics below:

- Efficiency rating of a typical modern home and what can be achieved with best available sustainable energy systems. *The Home Energy Rating System (HERS) Index measures a home's energy efficiency. In Utah, the typical HERS score is about 60; a rating of 20 is really good and a net zero home is 0.*
- How the net positive generation of 105% or greater was calculated. *The Energy Petal certification from the Living Futures Institute has set a standard for net zero energy designations; this standard is 105% for net-positive generation.*
- Efficiency level of a typical solar panel. *The efficiency of a solar panel is about 17%, and efficiency levels are increasing.*

The Planning Commission also discussed the restrictive language for Skylights. Staff is not proposing to amend the language for skylights at this time; however, it has been separated from the Solar Panels.

### **Purpose**

The Purpose of [LMC 15-5-5 Architectural Design Guidelines](#) is to foster good design within the constraints imposed by climate, land ownership patterns, and a Compatible architectural theme. The proposed LMC amendments further these goals while seeking to find a balance between aesthetics and Solar Energy Systems, in part, to permit the City to achieve SolSmart Gold designation for our community.

### **Analysis**

Staff has outlined our analysis of this topic in the April 25, 2018 Planning Commission [Staff Report](#) (Analysis starting page 87 of the packet). The specific redlines to the LMC are outlined in the attached ordinance.

### **Process**

Amendments to the Land Management Code require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per LMC § 15-1-18.

### **Department Review**

Planning, Sustainability, Legal, and Executive Departments have all reviewed and provided input on this topic and staff report.

### **Notice**

On April 7, 2018, legal notice of a public hearing was posted in the required public spaces and published in the Park Record.

### **Public Input**

Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of LMC amendments. The public hearing for these amendments was properly and legally noticed as required by the LMC. No public input has been received as of the date of this report.

### **Summary Recommendations**

Planning, Sustainability, Building, Legal, and Executive Departments have reviewed this report.

### **Attachments**

Exhibit A – Proposed Ordinance

## Exhibit A – Proposed Ordinance

Draft Ordinance 2018-27

**AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, CHAPTER 15-1-2 STATEMENT OF PURPOSE, 15-2.1 HISTORIC RESIDENTIAL-LOW DENSITY (HRL) DISTRICT, 15-2.2 HISTORIC RESIDENTIAL (HR-1) DISTRICT, 15-2.3 HISTORIC RESIDENTIAL (HR-2) DISTRICT, 15-2.4 HISTORIC RESIDENTIAL-MEDIUM DENSITY (HRM) DISTRICT, 15-2.5 HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT, 15-2.6 HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT, AND 15-15 DEFINED TERMS RELATED TO THE PURPOSES, LOT AND SITE REQUIREMENTS, BUILDING HEIGHT FOR SOLAR ENERGY, AND DEFINITIONS FOR SOLAR ENERGY SYSTEMS**

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

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code and identifies necessary amendments to address planning and zoning issues that have come up in the past, and to address specific Land Management Code issues raised by the public, Staff, and the Commission, and to align the Code with the Council's goals and implementation of the General Plan; and

WHEREAS, the City's goals include preservation of Park City's character regarding Old Town improvements, historic preservation, sustainability, affordable housing, and protecting Park City's residential neighborhoods and commercial districts; and

WHEREAS, Park City was originally developed as a mining community and much of the City's unique cultural identity is based on the historic character of its mining era buildings; and

WHEREAS, these buildings are among the City's most important cultural, educational, and economic assets;

WHEREAS, April 7, 2018, legal notice was published in the Park Record as required by the Land Management Code; and

WHEREAS, the Planning Commission conducted a public hearing at the regularly scheduled meeting on April 25, 2018, and forwarded a recommendation to the City Council; and

WHEREAS, the City Council conducted a public hearing at its regularly scheduled meeting on May 31, 2018; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the Park City General Plan and to be consistent with the values and identified goals of the Park City community and City Council to protect health and safety, maintain the quality of life for its residents, preserve and protect the residential neighborhoods, and preserve the community's unique character.

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

SECTION 1. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 1 (General Provision and Procedures), Section 15-1-2. The recitals above are incorporated herein as findings of fact. Section 15-2-1 of the Land Management Code of Park City is hereby amended as redlined (see Attachment A).

SECTION 2. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.1 (Historic Residential-Low Density), Sections 15-2.1-3(G), 15-2.1-3(I), and 15-2.1-5(D). The recitals above are incorporated herein as findings of fact. Sections 15-2.1-3(G), 15-2.1-3(I), and 15-2.1-5(D) of the Land Management Code of Park City are hereby amended as redlined (see Attachment B).

SECTION 3. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.2 (Historic Residential-1), Sections 15-2.2-3(G), 15-2.2-3(I), and 15-2.2-5(D). The recitals above are incorporated herein as findings of fact. Sections 15-2.2-3(G), 15-2.2-3(I), and 15-2.2-5(D) of the Land Management Code of Park City are hereby amended as redlined (see Attachment C).

SECTION 4. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.3 (Historic Residential-2), Sections 15-2.3-4(F), 15-2.3-4(H), and 15-2.3-6(D). The recitals above are incorporated herein as findings of fact. Sections 15-2.3-4(F), 15-2.3-4(H), and 15-2.3-6(D) of the Land Management Code of Park City are hereby amended as redlined (see Attachment D).

SECTION 5. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.4 (Historic Residential Medium), Sections 15-2.4-4(F) and 15-2.4-7(A). The recitals above are incorporated herein as findings of fact. Sections 15-2.4-4(F) and 15-2.4-7(A) of the Land Management Code of Park City are hereby amended as redlined (see Attachment D).

SECTION 6. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.5 (Historic Recreation Commercial), Sections 15-2.5-3(D), 15-2.5-3(F), and 15-2.5-5(A). The recitals above are incorporated herein as findings of fact. Sections 15-2.5-

3(D), 15-2.5-3(F), and 15-2.5-5(A) of the Land Management Code of Park City are hereby amended as redlined (see Attachment F).

SECTION 7. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.6 (Historic Commercial Business), Section 15-2.6-5(F). The recitals above are incorporated herein as findings of fact. Section 15-2.6-5(F) of the Land Management Code of Park City is hereby amended as redlined (see Attachment G).

SECTION 8. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 5 (Architectural Review), Section 15-5-5. The recitals above are incorporated herein as findings of fact. Section 15-5-5 of the Land Management Code of Park City is hereby amended as redlined (see Attachment H).

SECTION 9. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15 (Definitions), Section 15-5-5. The recitals above are incorporated herein as findings of fact. Section 15-5-5 of the Land Management Code of Park City is hereby amended as redlined (see Attachment I).

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 31st day of May, 2018

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Andy Beerman, Mayor

Attest:

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

Approved as to form:

\_\_\_\_\_  
Mark Harrington, City Attorney

## Attachment A

### **15-1 GENERAL PROVISION AND PROCEDURES**

#### **15-1-2 STATEMENT OF PURPOSE**

The LMC is designed, enacted, restated and reorganized to implement the goals and policies of the Park City General Plan, and for the following purposes:

- A. To promote the general health, safety and welfare of the present and future inhabitants, Businesses, and visitors of the City,
- B. To protect and enhance the vitality of the City's resort-based economy, the overall quality of life, the Historic character, and unique mountain town community,
- C. To protect and preserve peace and good order, comfort, convenience, and aesthetics of the City,
- D. To protect the tax base and to secure economy in governmental expenditures,
- E. To allow Development in a manner that encourages the preservation of ~~scenic vistas~~, environmentally sensitive lands, Historic Structures, the integrity of Historic Districts, and the unique urban scale of original Park City,
- F. To provide for well-planned commercial and residential centers, safe and efficient traffic and pedestrian circulation, preservation of night skies and efficient delivery of municipal services,
- G. To prevent Development that adds to existing Geologic Hazards, erosion, flooding, degradation of air quality, wildfire danger or other conditions that create potential dangers to life and safety in the community or that detracts from the quality of life in the community,
- H. To protect and ensure access to sunlight for ~~Solar Energy devices Systems~~, and
- I. To protect or promote moderate income housing.

It is the intention of the City in adopting this LMC to fully exercise all of the powers granted to the City by the provisions of the Title 10, Chapter 9a of the Utah Municipal Land Use Development and Management Act. Utah Code Annotated, 1991, as amended, and all other powers granted by statute or by common law for the necessary regulation of the Use and Development of land within the City.

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

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

## **Attachment B**

### **15-2.1 HISTORIC RESIDENTIAL-LOW DENSITY (HRL) DISTRICT**

#### **15-2.1-3 LOT AND SITE REQUIREMENTS**

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a City Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

Minimum Lot and Site requirements are as follows:

- A. **LOT SIZE**. The minimum Lot Area is 3,750 square feet. The minimum width of a Lot is thirty-five feet (35'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director
- B. **BUILDING ENVELOPE (HRL DISTRICT)**. The Building Pad, Building Footprint, and height restrictions define the maximum Building Envelope in which all Development must occur, with exceptions as allowed by Section 15-2.1-3(C).
- C. **BUILDING PAD (HRL DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear and Side Yard Areas.
  - 1. The Building Footprint must be within the Building Pad. The remainder of the Building Pad must be open and free of any other Structure except:
    - a. Porches or decks, with or without roofs;
    - b. At Grade patios;
    - c. Upper level decks, with or without roofs;
    - d. Bay Windows;
    - e. Chimneys;
    - f. Sidewalks, pathways, and steps;
    - g. Screened hot tubs; and
    - h. Landscaping.
  - 2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Department approval based on a determination that the proposed exceptions result in a design that:
    - a. provides increased architectural interest consistent with the Historic District Design Guidelines;
    - b. maintains the intent of this section to provide horizontal and vertical Building articulation.
- D. **BUILDING FOOTPRINT (HRL DISTRICT)**. The maximum Building Footprint of any Structure shall be located on a Lot, or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint, illustrated in Table 15-2.1. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding



18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet per dwelling unit for garage floor area. A Conditional Use Permit is required for all Structures with a proposed footprint of greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

Where FP = maximum Building Footprint and A = Lot Area.

Example: 3,750 sq. ft. Lot:  $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = \underline{1,519 \text{ sq. ft.}}$

See the following Table 15-2.1. for a schedule equivalent of this formula.

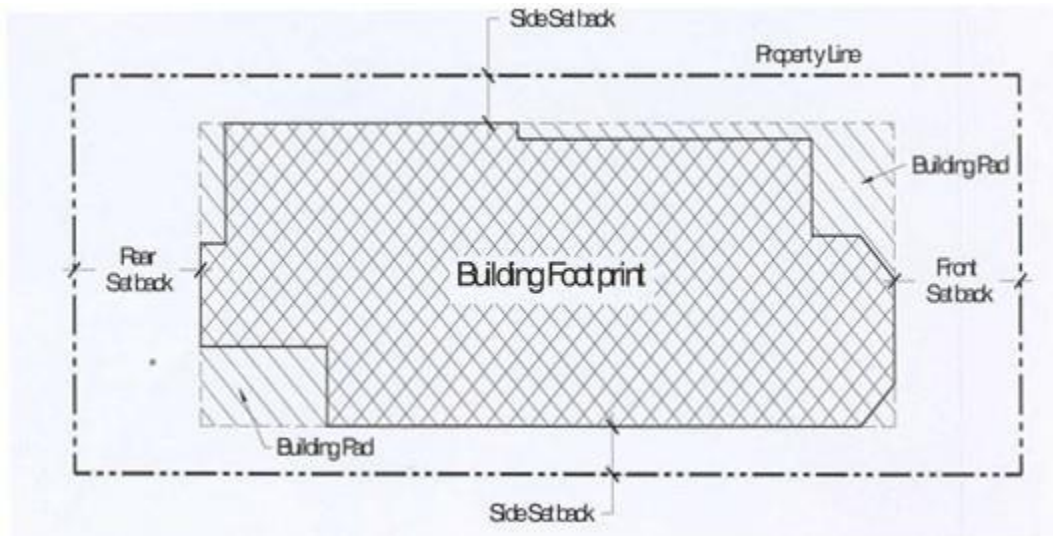
TABLE 15-2.1.

| Lot Depth <= ft. ** | Lot Width, ft. up to: | Side Yards Min. Total |        | Lot Area Sq. ft.   | Bldg. Pad Sq. ft.         | Max. Sq. ft. |
|---------------------|-----------------------|-----------------------|--------|--------------------|---------------------------|--------------|
| 75 ft.              | 37.5*                 | 3 ft.                 | 6 ft.  | 2,813              | 1,733                     | 1,203        |
| 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                     | 1,803        |
| 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 F        |

\* 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.

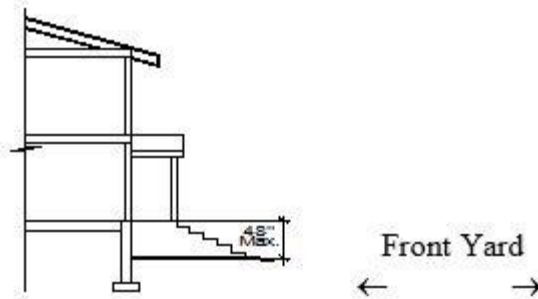


- E. **FRONT AND REAR YARDS.** Front and Rear Yards are as follows:  
TABLE 15-2.1a

| Lot Depth               | Minimum Front/Rear Setback | Total of Se |
|-------------------------|----------------------------|-------------|
| 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 EXCEPTIONS.** The Front Yard 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.

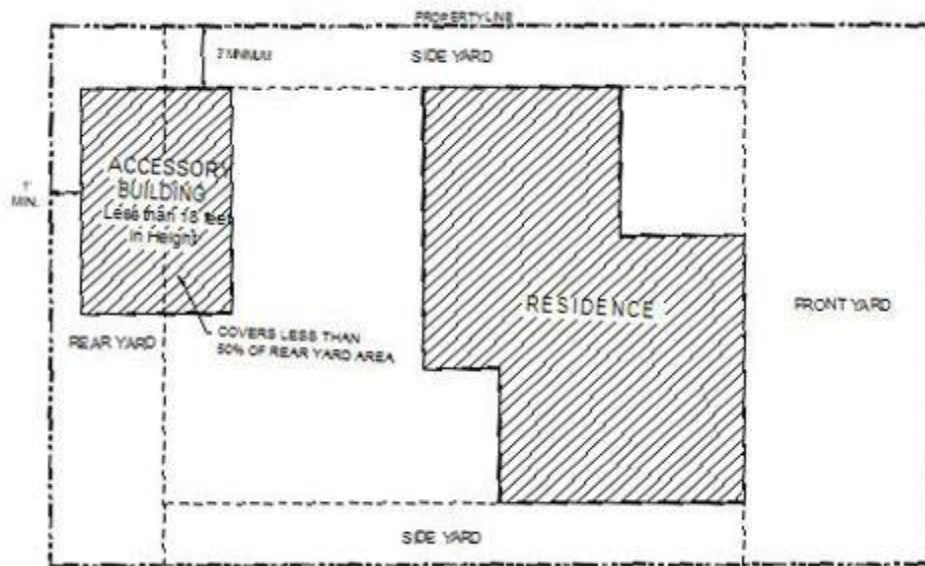


3. Decks, porches, or Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Yard.
4. Roof overhangs, eaves, or cornices projecting not more than three feet (3') into the Front Yard.
5. Sidewalks and pathways.
6. Driveways leading to a garage or Parking 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 EXCEPTIONS.** The Rear Yard 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.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.
3. Window wells or light wells extending not more than four feet (4') into the Rear Yard.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear Yard.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") into the Rear Yard.
6. **A Detached Accessory Buildings**, not more than eighteen feet (18') in height, **and including any free-standing Solar Energy Systems**, 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. See the following illustration:

7. See the following illustration:



8. Hard-Surfaced Parking Areas subject to the same location requirements as a Detached Accessory Building.
9. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
10. Fences or walls as permitted in Section 15-4-2 Fences and Walls.
11. 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.
12. Pathways or Steps connecting to a City staircase or pathway.

#### H. **SIDE YARDS.**

1. The minimum Side Yard 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 or platted Right-of-Way is five feet (5').

#### I. **SIDE YARD EXCEPTIONS.** The Side Yard 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.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.
3. Window wells or light wells projecting not more than four feet (4') into the Side Yard.<sup>1</sup>
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Yard. A one foot (1') eave overhang is permitted on Lots with a side Yard less than five feet (5').<sup>1</sup>

5. Window sills, belt courses, trim, exterior siding, cornices, or other ornamental features projecting not more than six inches (6") into the Side Yard.
  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 Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front Façade of the Main Building, maintaining a minimum Side Yard Setback of three feet (3').
  11. Mechanical equipment (which must be screened), hot tubs, or similar Structures, located at least three feet (3') from the Side Lot Line.
- J. **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.

<sup>1</sup>Applies only to Lots with a Side Yard of five feet (5') or greater.

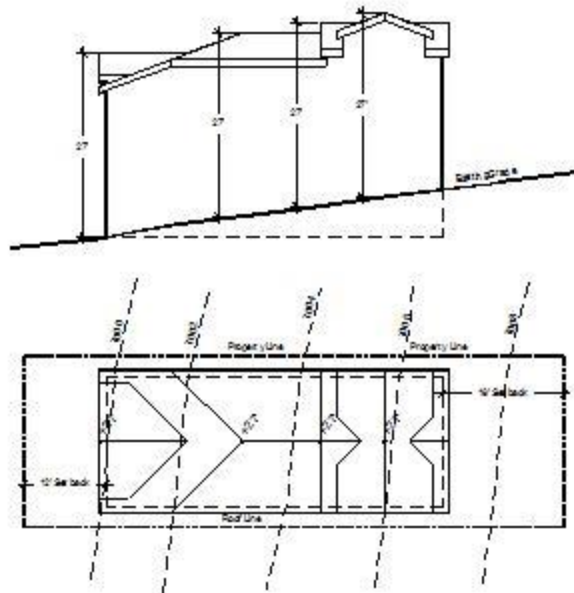
#### **15-2.1-5 Building Height**

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. 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 requirement must be met:

- A. A Structure shall have a maximum height of thirty five feet (35') measured from the lowest floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.
- B. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where the Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback 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 setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.
- C. **ROOF PITCH**. The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a

minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).

1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.
2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.
3. A Structure containing a flat roof shall have a maximum height of thirty-five feet (35') measured from the lowest floor plan to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets or similar features shall not exceed twenty four inches (24") above the highest top plate mentioned above. Any required railings for a Green Roof shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

**D. BUILDING HEIGHT EXCEPTIONS.** The following height exceptions apply:

1. Antennas, chimneys, flues, vents, or 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 Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
3. **ELEVATOR ACCESS.** The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) 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 of the Building 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 15-2.1-5) 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.



## Attachment C

### **15-2.2 HISTORIC RESIDENTIAL (HR-1) DISTRICT**

#### **15-2.2-3 LOT AND SITE REQUIREMENTS**

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

Minimum Lot and Site requirements are as follows:

- A. **LOT SIZE**. The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and 3,750 square feet for a Duplex. The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.
- B. **BUILDING ENVELOPE (HR-1 DISTRICT)**. The Building Pad, Building Footprint and height restrictions define the maximum Building envelope within which all Development must occur, with exceptions as allowed by Section 15-2.2-3(C).
- C. **BUILDING PAD (HR-1 DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear, and Side Yard Areas.
  - 1. The Building Footprint must be within the Building Pad. The Building Pad must be open and free of any other Structure except:
    - a. Porches or decks with or without roofs;
    - b. At Grade patios;
    - c. Upper level decks, with or without roofs;
    - d. Bay Windows;
    - e. Chimneys;
    - f. Sidewalks, pathways, and steps;
    - g. Screened hot tubs; and
    - h. Landscaping.
  - 2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Director approval based on a determination that the proposed exceptions result in a design that:
    - a. provides increased architectural interest consistent with the Historic District Design Guidelines;
    - b. maintains the intent of this section to provide horizontal and vertical Building articulation.

- D. **BUILDING FOOTPRINT (HR-1 DISTRICT)**. The maximum Building Footprint of any Structure located on a Lot or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint, illustrated in Table 15-2.2. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet, per Dwelling Unit, for garage floor area. A Conditional Use permit is required for all Structures with a proposed footprint of greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

Where FP = maximum Building Footprint and A= Lot Area.

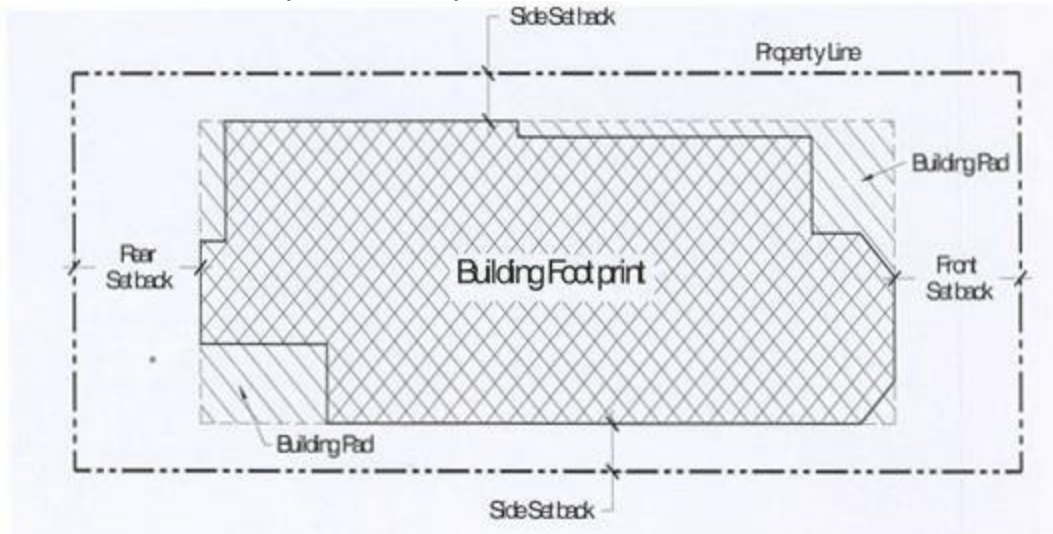
Example: 3,750 sq. ft. lot:  $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = \underline{1,519 \text{ sq. ft.}}$

See the following Table 15-2.2. for a schedule equivalent of this formula.

TABLE 15-2.2.

| Lot Depth <= ft. * | Lot Width, ft. up to: | Side Yards Min. Total |        | Lot Area Sq. ft.    | Bldg. Pad Sq. ft.         | Max. 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 F        |

\* for Lots > 75' in depth use footprint formula and Table 15-2.2a for front and rear



E. **FRONT AND REAR YARDS.** Front and Rear Yards are as follows:

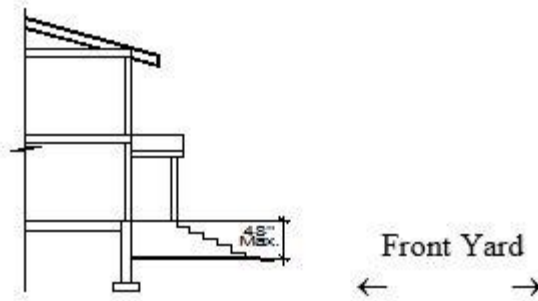
TABLE 15-2.2a

| 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 EXCEPTIONS.** The Front Yard 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.

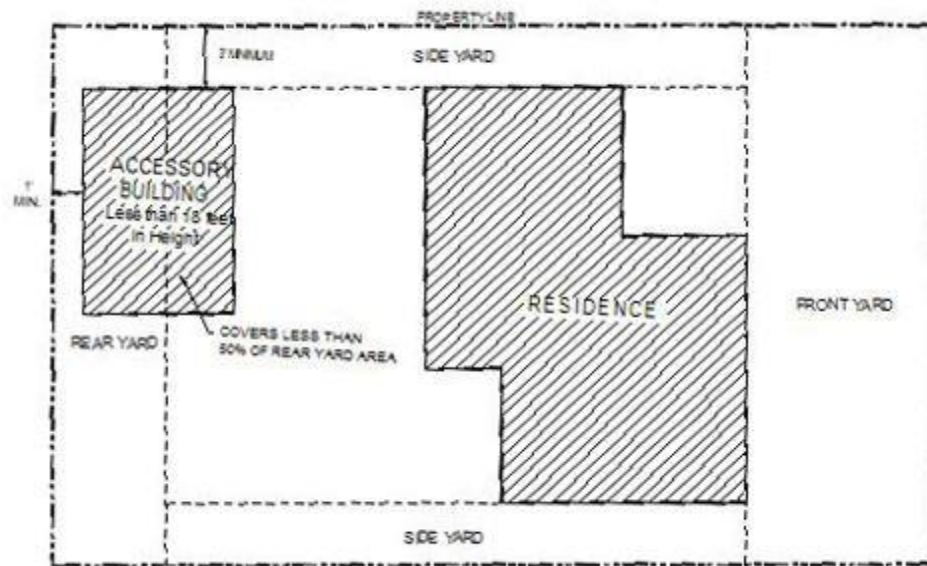


3. Decks, porches, or Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Yard.
4. Roof overhangs, eaves or cornices projecting not more than three feet (3') into the Front Yard.
5. Sidewalks and pathways.
6. Driveways leading to a Garage or Parking 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 EXCEPTIONS.** The Rear Yard 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.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.
3. Window wells or light wells extending not more than four feet (4') into the Rear Yard.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear Yard.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") into the Rear Yard.
6. **A Detached Accessory Buildings,** not more than eighteen feet (18') in height, **and including any free-standing Solar Energy Systems,** 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. See the following

illustration: 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.

1. The minimum Side Yard 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 that faces a side Street or platted Right-of-Way is five feet (5').
3. A Side Yard 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 shall be based on the required minimum Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard 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 EXCEPTIONS.** The Side Yard 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.<sup>1</sup>
  - 2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.<sup>1</sup>
  - 3. Window wells or light wells projecting not more than four feet (4') into the Side Yard.<sup>1</sup>
  - 4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Yard. A one foot (1') roof or eave overhang is permitted on Lots with a Side Yard of less than five feet (5').<sup>1</sup>
  - 5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") into the Side Yard.
  - 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, and including any free-standing Solar Energy Systems, 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').
  - 11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least 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.

<sup>1</sup>Applies only to Lots with a minimum Side Yard of five feet (5').

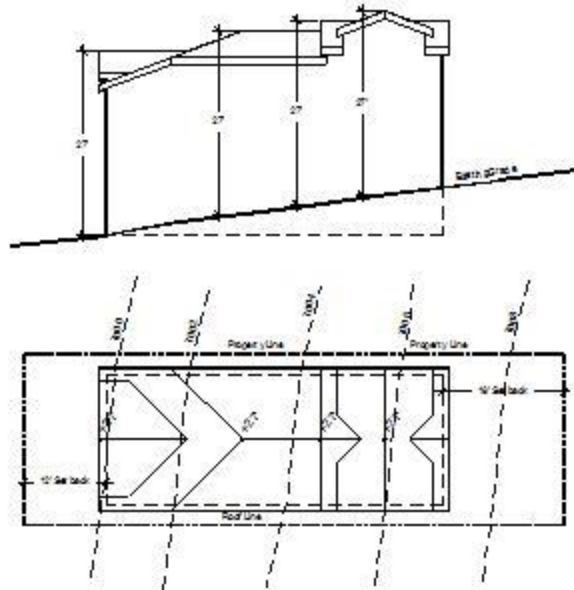
#### **15-2.2-5 Building Height**

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. 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:

- A. 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.
- B. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where the Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback 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 setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.
- C. **ROOF PITCH.** The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).
  - 1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.
  - 2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.
  - 3. A Structure containing a flat roof shall have a maximum height of thirty-five feet (35') measured from the lowest floor plan to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets or similar features shall not exceed twenty four inches (24") above the highest top plate mentioned above. Any



required railings for a Green Roof shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

**D. BUILDING HEIGHT EXCEPTIONS.** The following height exceptions apply:

1. Antennas, chimneys, flues, vents, or 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 Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
3. **ELEVATOR ACCESS.** The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) 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 15-2.2-5) 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.

## Attachment D

### **15-2.3 HISTORIC RESIDENTIAL (HR-2) DISTRICT**

#### **15-2.3-4 LOT AND SITE REQUIREMENTS**

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Area, width, and depth as required, and Frontage on a private or Public Street shown on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development must comply with the following:

- A. **LOT SIZE**. The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and 3,750 square feet for a Duplex Dwelling. The Minimum Lot Area for all other Uses shall be determined by the Planning Commission during the Conditional Use or Master Planned Development review process. The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.
- B. **BUILDING ENVELOPE (HR-2 DISTRICT)**. The Building Pad, Building Footprint and height restrictions define the maximum Building Envelope within which all Development must occur with exceptions as allowed in Section 15-2.3-4.
- C. **BUILDING PAD (HR-2 DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear, and Side Yard Areas.
  - 1. The Building Footprint must be within the Building Pad. The remainder of the Building Pad must be open and free of any Structure except:
    - a. Porches or decks, with or without roofs;
    - b. At Grade patios;
    - c. Upper level decks, with or without roofs;
    - d. Bay Windows;
    - e. Chimneys;
    - f. Sidewalks, pathways, and steps;
    - g. Screened hot tubs; and
    - h. Landscaping.
  - 2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Director approval based on a determination that the proposed exceptions result in a design that:
    - a. provides increased architectural interest consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites; and
    - b. maintains the intent of this section to provide horizontal and vertical Building articulation.
- D. **BUILDING FOOTPRINT (HR-2 DISTRICT)**.

1. The maximum Building Footprint for any Structure located on a Lot, or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint, illustrated in Table 15-2.3. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet per Dwelling Unit for garage floor area. A Conditional Use permit is required for all Structures with a proposed footprint greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

2. See Section 15-6-5(B) for maximum allowed Building footprint for Master Planned Developments within the HR-2 District.

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

Where FP = maximum Building Footprint and A= Lot Area.

Example: 3,750 sq. ft. lot:  $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = \underline{1,519}$  sq. ft.

See the following Table 15-2.3. for a schedule equivalent of this formula.

TABLE 15-2.3.

| Lot Depth<br><= ft. * | Lot Width, ft.<br>Up to: | Side Yards Min.<br>Total, ft. |        | Lot Area Sq. ft. | Bldg. Pad Sq. ft. |
|-----------------------|--------------------------|-------------------------------|--------|------------------|-------------------|
| 75 ft.                | 25.0                     | 3 ft.                         | 6 ft.  | 1,875            | 1,045             |
| 75 ft.                | 37.5                     | 3 ft.                         | 6 ft.  | 2,813            | 1,733             |
| 75 ft.                | 50.0                     | 5 ft.                         | 10 ft. | 3,750            | 2,200             |
| 75 ft.                | 62.5                     | 5 ft.                         | 14 ft. | 4,688            | 2,668             |
| 75 ft.                | 75.0                     | 5 ft.                         | 18 ft. | 5,625            | 3,135             |
| 75 ft.                | 87.5                     | 10 ft.                        | 24 ft. | 6,563            | 3,493             |

|        |                    |        |        |                        |                           |
|--------|--------------------|--------|--------|------------------------|---------------------------|
| 75 ft. | 100.0              | 10 ft. | 24 ft. | 7,500                  | 4,180                     |
| 75 ft. | Greater than 100.0 | 10 ft. | 30 ft. | Greater than 7,500 ft. | Per Setbacks and Lot Area |

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

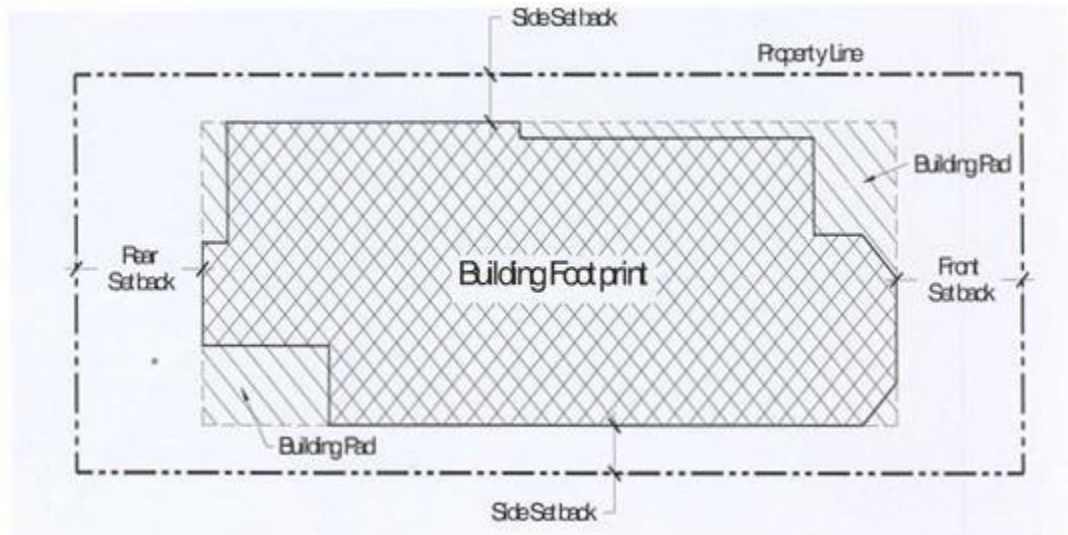


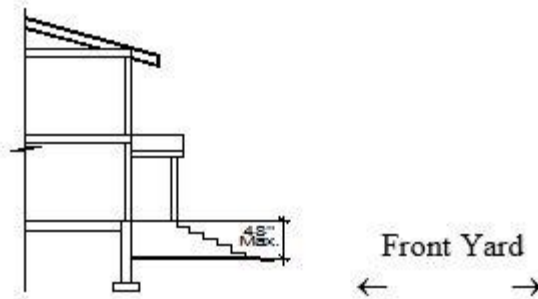
TABLE 15-2.3.a

| Lot Depth               | Min. 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.            |

E. **FRONT YARD EXCEPTIONS.** The Front Yard 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.

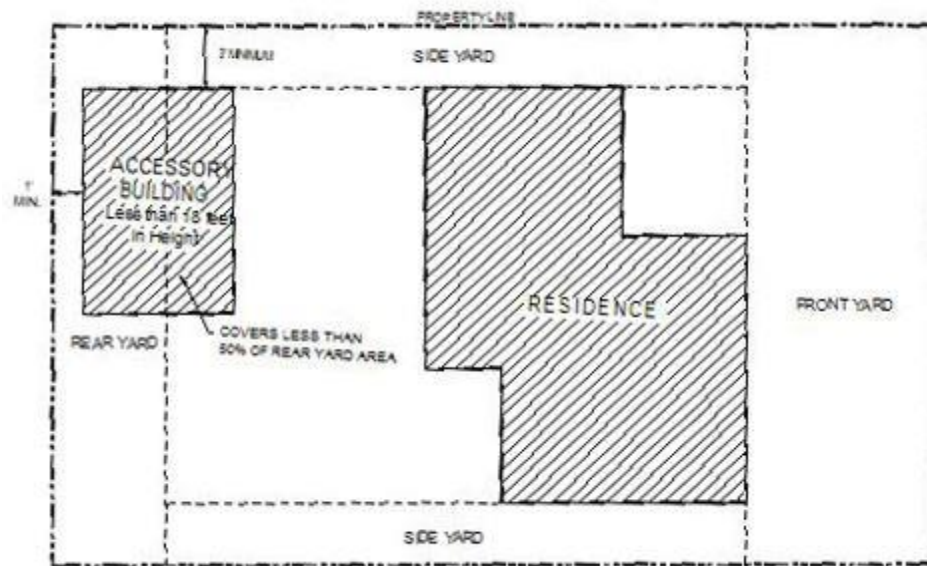


3. Decks, porches, or Bay Windows not more than ten feet (10') wide projecting not more than three feet (3') into the Front Yard.
4. Roof overhangs, eaves or cornices projecting not more than three feet (3') into the Front Yard.
5. Sidewalks and pathways.
6. Driveways leading to a Garage or Parking Area. 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 EXCEPTIONS.** The Rear Yard 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.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.
3. Window wells or light wells projecting not more than four feet (4') into the Rear Yard.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear Yard.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") into the Rear Yard.
6. Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, 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. 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.**

1. The minimum Side Yard 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 five feet (5').
3. A Side Yard 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 shall be based on the required minimum Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard 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 EXCEPTIONS.** The Side Yard 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.<sup>1</sup>
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.<sup>1</sup>
3. Window wells or light wells projecting not more than four feet (4') into the Side Yard.<sup>1</sup>
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Yard. A one foot (1') roof or eave overhang is permitted on Lots with a Side Yard of less than five feet (5').<sup>1</sup>
5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") into the Side Yard.
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, including any free-standing Solar Energy Systems, 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').
11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.

I. **SNOW RELEASE.** Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

J. **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.

K. **MASTER PLANNED DEVELOPMENTS.** The Planning Commission may increase or decrease Setbacks in Master Planned Developments in accordance with Section 15-6-5 (C); however the above Grade spacing between houses shall be consistent with the spacing that would result from required Setbacks of the Zone and shall be Compatible with the historic character of the surrounding residential neighborhood. The Planning Commission may increase or decrease

Maximum Building Footprint in Master Planned Developments in accordance with Section 15-6-5 (B).

<sup>1</sup>Applies only to Lots with a minimum Side Yard of five feet (5')

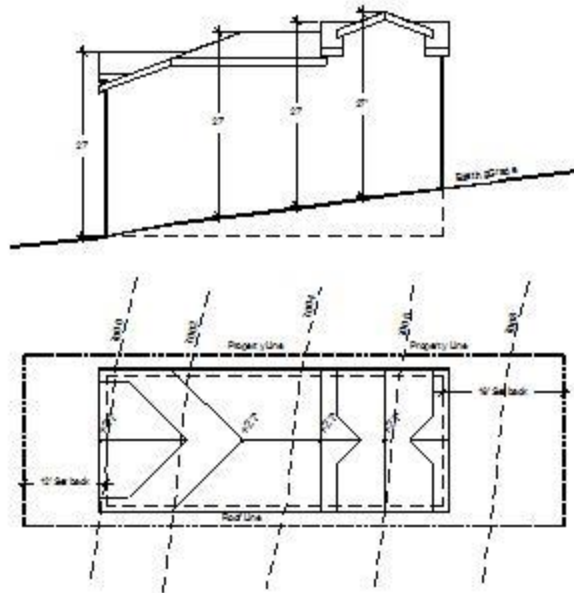
#### 15-2.3-6 BUILDING HEIGHT

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') from Existing Grade around the periphery of the Structure, except for the placement of approved window wells, emergency egress, and a garage entrance. The Planning Commission may grant an exception to the Final Grade requirement as part of a Master Planned Development within Subzone A where Final Grade must accommodate zero lot line Setbacks. The following height requirements must be met:

- A. 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. The Planning Commission may grant an exception to this requirement as part of a Master Planned Development within Subzone A for the extension of below Grade subterranean HCB Commercial Uses.
- B. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The Planning Commission may grant an exception to this requirement as part of a Master Planned Development within Subzone A consistent with MPD requirements of Section 15-6-5(F). 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 setback, may encroach into the minimum ten foot (10') setback 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 setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.
- C. **ROOF PITCH.** The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).
  - 1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.
  - 2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building

Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.

3. 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 or similar features shall not exceed twenty four (24") above the highest top plate mentioned above. Any required railings for a Green Roof shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

**D. BUILDING HEIGHT EXCEPTIONS.** The following height exceptions apply:

1. An antenna, chimney, flue, vent, or similar Structure, 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 Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
3. **ELEVATOR ACCESS.** The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) 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 of the Building 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 15-2.3-6) on a downhill Lot to accommodate a single car wide garage in a Tandem 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 height may not exceed thirty-five feet (35') from existing Grade.

## Attachment E

### **15-2.4 HISTORIC RESIDENTIAL-MEDIUM DENSITY (HRM) DISTRICT**

#### **15-2.4-4 LOT AND SITE REQUIREMENTS**

Except as may otherwise be provided in this Code, no Building permit shall be issued for a Lot unless such Lot has Area, width, and depth as required, and Frontage on a private or Public Street shown on the Streets Master Plan or on a private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

- A. **LOT SIZE**. Minimum Lot Areas for Residential Uses are as follows:

|                        |               |
|------------------------|---------------|
| Single Family Dwelling | 1,875 sq. ft. |
| Duplex Dwelling        | 3,750 sq. ft. |
| Triplex Dwelling       | 4,687 sq. ft. |
| Four-plex Dwelling     | 5,625 sq. ft. |

- B. Minimum Lot Area for all other Uses shall be determined by the Planning Commission during the Conditional Use review.

Developments consisting of more than four (4) Dwelling Units require a Lot Area at least equal to 5,625 square feet plus an additional 1,000 square feet per each additional Dwelling Unit over four (4) units. All Setback, height, parking, Open Space, and architectural requirements must be met. See Section 15-2.4-3, Conditional Use Permit Review.

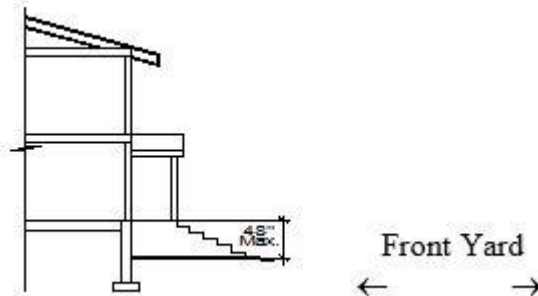
- C. **LOT WIDTH**. The minimum width of a Lot is 37.50 feet, measured fifteen feet (15') from the Front Lot Line. Existing platted Lots of record, with a minimum width of at least twenty five feet (25'), are considered legal Lots in terms of Lot Width. In the case of unusual Lot configurations, Lot Width measures shall be determined by the Planning Director.

- D. **FRONT YARD**.

1. The minimum Front Yard 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 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.

E. **FRONT YARD EXCEPTIONS.** The Front Yard 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.
4. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front Yard.
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.

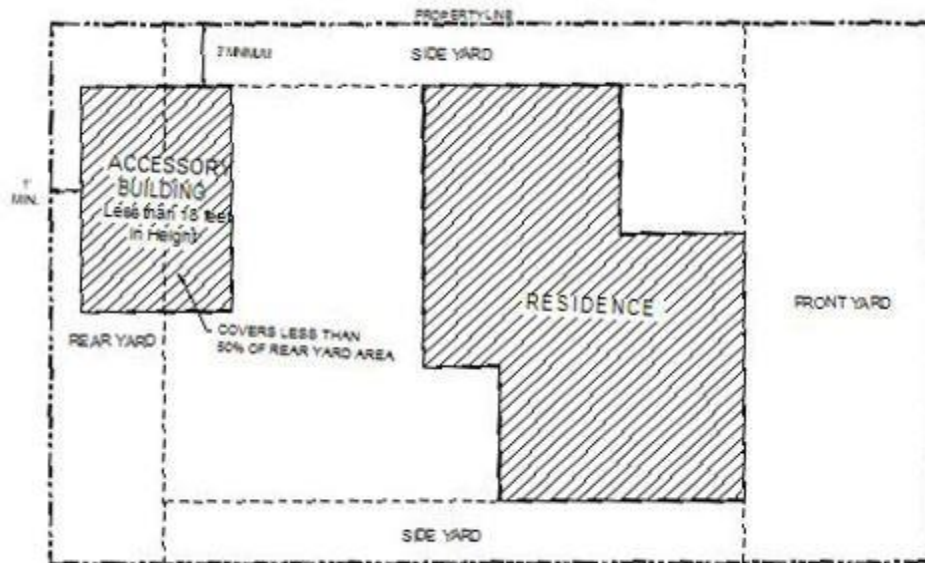
F. **REAR YARD.**

1. The minimum Rear Yard 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.

G. **REAR YARD EXCEPTIONS.** The Rear Yard 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.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Rear Yard.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear Yard.
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, and including any free-standing Solar Energy Systems, 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. 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.

#### H. **SIDE YARD.**

1. The minimum Side Yard for any Single Family, Duplex Dwelling or Accessory Building is five feet (5').
2. The minimum Side Yard for Lots twenty-five feet (25') wide or less is three feet (3').
3. A Side Yard 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.

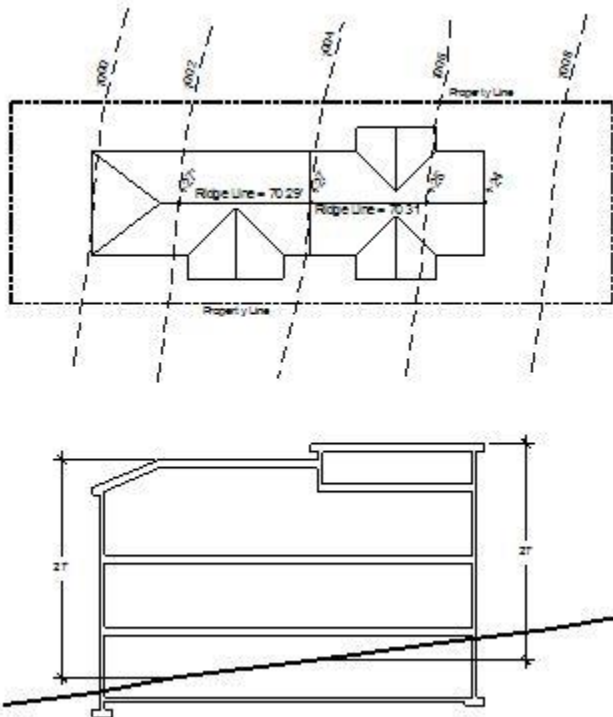


- a. Exterior Side Yards shall be based on the required minimum Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard exceptions continue to apply.
    - b. The longest dimension of a Building joined at the Property Line may not exceed one hundred feet (100').
  4. The minimum Side Yard for a detached Accessory Building, not greater than eighteen feet (18') in height, including any free-standing Solar Energy Systems, located at least five feet (5') behind the front facade of the Main Building, is three feet (3').
  5. On Corner Lots, the minimum Side Yard that faces a Street is ten feet (10') for both Main and Accessory Buildings.
  6. See Section 15-2.4-5 special requirements for Multi-Unit Dwellings.
- I. **SIDE YARD EXCEPTIONS.** The Side Yard 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.<sup>1</sup>
  2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.<sup>1</sup>
  3. Window well and light wells projecting not more than four feet (4') into the Side Yard.<sup>1</sup>
  4. Roof overhangs and eaves projecting not more than two feet (2') into the Side Yard.<sup>1</sup>
  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.
- J. **SNOW RELEASE.** Site plans and Building design 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.

<sup>1</sup>Applies only to Lots with a minimum Side Yard of five feet (5').

#### 15-2.4-7 BUILDING HEIGHT

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height.



A. **BUILDING HEIGHT EXCEPTIONS.** The following height exceptions apply:

1. Antennas, chimney, 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 Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
3. Church spires, bell towers, and like architectural features as allowed under the Historic District Design Guidelines, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.
4. To accommodate a roof form consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, the Planning Director may grant additional Building Height provided that no more than twenty percent (20%) of the roof ridge line exceeds the Zone Height requirements.
5. Elevator Penthouses may extend up to eight feet (8') above the Zone Height.

## Attachment F

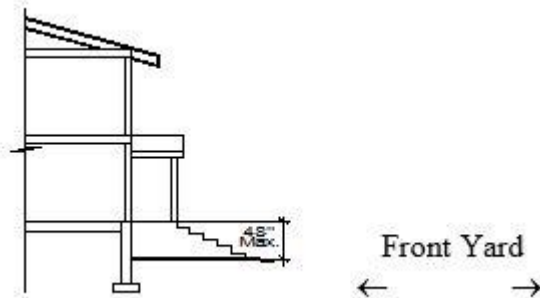
### **15-2.5 HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT**

#### **15-2.5-3 Lot and Site Requirements**

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

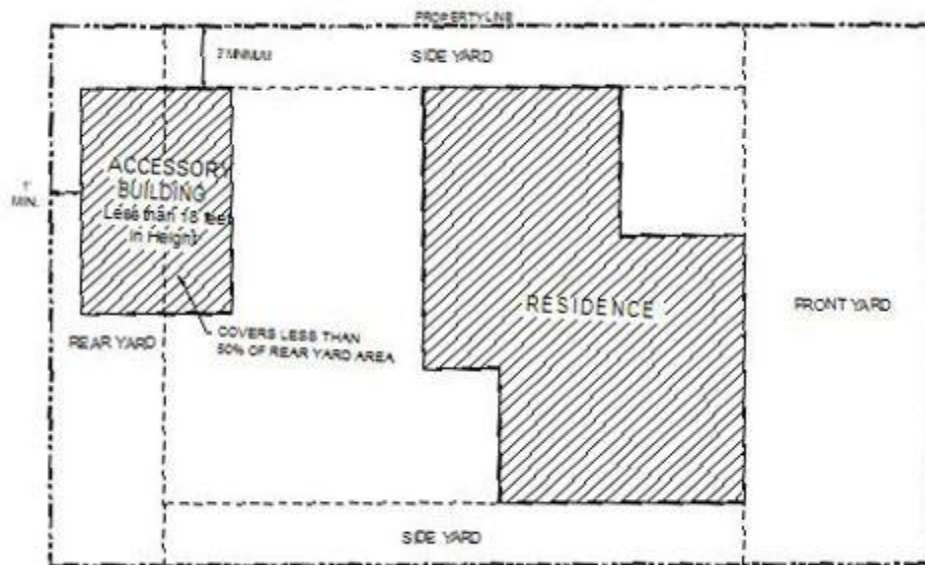
All Development activity must comply with the following minimum Lot and Site requirements:

- A. **FRONT YARD**. The minimum Front Yard is ten feet (10').
- B. **FRONT YARD EXCEPTIONS**. The Front Yard 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.
  4. Roof overhangs, eaves, and cornices, projecting not more than three feet (3') into the Front Yard.
  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**. The minimum Rear Yard is ten feet (10').
- D. **REAR YARD EXCEPTIONS**. The Rear Yard 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.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Rear Yard.
4. Roof overhangs and eaves projecting not more than two feet (2') into the Rear Yard.
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, and including any free-standing Solar Energy Systems, 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. 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.

1. The minimum Side Yard is five feet (5').
2. On Corner Lots, the Side Yard that faces a Street is ten feet (10') for both main and accessory Structures.
3. A Side Yard 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 shall be based on the minimum required Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard exceptions continue to apply.

F. **SIDE YARD EXCEPTIONS.** The Side Yard 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.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Side Yard.
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.
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 Buildings,** not more than eighteen feet (18') in height, **and including any free-standing Solar Energy Systems,** 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').
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.

G. **FLOOR AREA RATIO.** In all projects within the HRC Zone:

1. **STRUCTURES BUILT AFTER OCTOBER 1, 1985.** Except in the Heber Avenue Sub-Zone Area, non-residential Uses are subject to a Floor Area Ratio to restrict the scope of non-residential Use within the District. For Properties located east of Park Avenue, the Floor Area Ratio for non-

residential Uses is 1. For Properties located on the west side of Park Avenue, the Floor Area Ratio for non-residential Uses is 0.7.

2. **STRUCTURES BUILT PRIOR TO OCTOBER 1, 1985.** Structures existing as of October 1, 1985 are not subject to the Floor Area Ratio, and may be used in their entirety for non-residential Uses as provided in this ordinance.
- H. **SNOW RELEASE.** Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.
- I. **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.
- J. **VERTICAL ZONING.** For HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue, and Park Avenue, excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side Storefronts), 780 Main Street, 804 Main Street (for the plaza side Storefronts), 875 Main Street, 890 Main Street, 900 Main Street, and 820 Park Avenue, new Construction and Construction adding Floor Area to a Building or Lot, shall have a minimum of seventy-five-percent (75%) of the width of the Building facade as Storefront Property.
- K. **STOREFRONT ENHANCEMENT ZONING.** The maximum width of any Storefront Property Facade abutting Main Street or Heber Avenue shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Facade shall have a storefront entrance door for pedestrian access.

If the Historic storefront entrance, located in the Historic portion of a structure listed on the Historic Sites Inventory, is more than eight feet (8') above the grade of the adjacent Main Street and/or Heber Avenue, then the First Story in the Historic portion of the Historic structure located adjacent to Main Street and/or Heber Avenue shall not be calculated in the maximum Storefront Property Facade width.

#### **15-2.5-5 BUILDING HEIGHT**

No Structure shall be erected to a height greater than thirty-two feet (32') from Existing Grade. This is the Zone Height.

- A. **BUILDING HEIGHT EXCEPTIONS.** The following height exceptions apply:

1. Gable, hip, and similar pitched roofs may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.
2. 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.
3. Water towers, mechanical equipment, and Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
4. Church spires, bell towers, and like architectural features subject to the Historic District Design Guidelines, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.
5. An Elevator Penthouse may extend up to eight feet (8') above the Zone Height.
6. To accommodate a roof form consistent with the Historic District Design Guidelines, the Planning Director may grant additional Building Height provided that no more than twenty percent (20%) of the roof ridge line exceeds the height requirement and complies with height exception criteria in Section 15-2.2-6(B)(10).

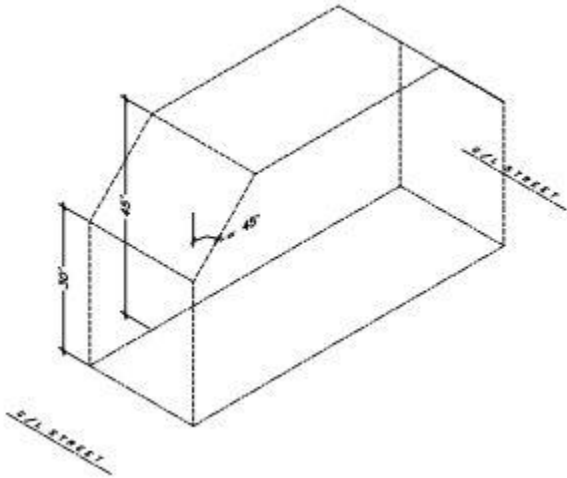


## Attachment G

### **15-2.6 HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT**

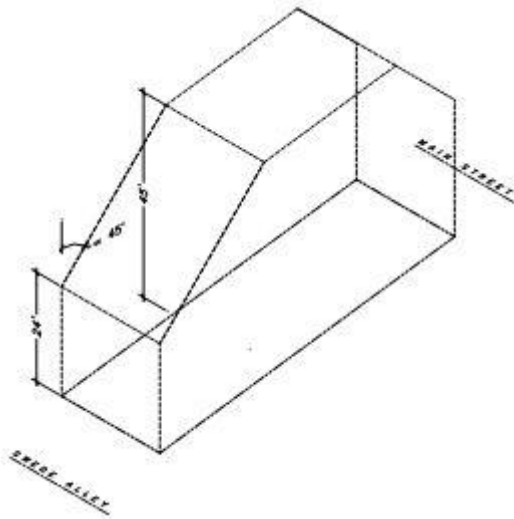
#### **15-2.6-5 MAXIMUM BUILDING VOLUME AND HEIGHT**

- A. The maximum Building volume for each Lot is defined by a plane that rises vertically at the Front Lot 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 rear of the Property until it intersects with a point forty-five feet (45') above the Natural Grade and connects with the rear portion of the bulk plane.

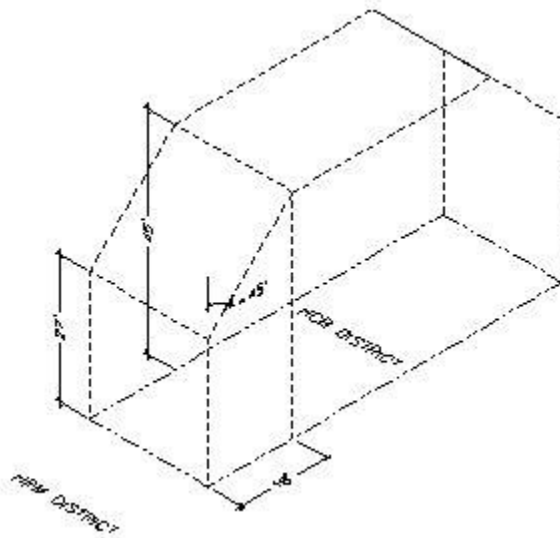


- B. The rear portion of the bulk plane for each Lot that does not abut Swede Alley is defined by the plane that rises vertically at the Rear Yard Property Line to a height of thirty feet (30') measured above the average Natural Grade and then proceeds at a forty-five degree (45°) angle toward the Front 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.



- D. Wherever the HCB District abuts a residential Zoning District, the abutting portion of the bulk plane is defined by a plane that rises vertically at the abutting Lot Line to a height matching the maximum height of the abutting Zone, measured from Existing Grade, and then proceeds at a forty-five degree (45°) angle toward the opposite Lot Line until it intersects with a point forty-five feet (45') above Existing Grade.



- E. The Zone Height for the HCB District shall correspond to the maximum height of the Building plane as described in Section 15-2.6-5(A) through (D).
- F. **MAXIMUM BUILDING VOLUME AND BUILDING HEIGHT EXCEPTIONS.** The following exceptions apply:
1. A gable, hip, gambrel or similarly pitched roof may extend up to five feet (5') above the Zone Height.
  2. 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.

3. Water towers, mechanical equipment, and Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
4. Church spires, bell towers, and like architectural features, subject to the Historic District Design Guidelines, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.
5. Elevator Penthouses may extend up to eight feet (8') above the Zone Height.
6. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays, including Olympic way-finding towers, are permitted to a height of sixty-five feet (65').

## Attachment H

### **15-5-5 ARCHITECTURAL REVIEW**

- A. **PROHIBITED ARCHITECTURAL STYLES AND MOTIFS.** The following architectural styles and motifs are prohibited in Park City because these styles and motifs have a strong connection or association with other regions:
1. A-frame Structures;
  2. Geodesic dome Structures;
  3. Mediterranean motifs;
  4. Tudor or mock Tudor, half timbering;
  5. Swiss chalets;
  6. Highly ornate Victorian;
  7. Rustic frontier;
  8. Colonial;
  9. Nouveau-Chateau, French Provincial, Fairy Tale or Castle. Tower features and turrets may be allowed if roofs are not conical and if the roof line is integrated into the main Structure. Round exterior walls are permitted but not as semi-detached round rooms, i.e., a round room may not exceed 270 degrees;
  10. New Structures designed to imitate Historic Structures built in Park City or elsewhere, unless the project complies with the Historic District Architectural Guidelines.
  11. Exemption. The above provisions addressing Tudor, Victorian, and colonial styles and tower elements shall not apply in the Prospector Park Subdivision.
- B. **PROHIBITED SIDING MATERIALS.** The following siding, fascia, and soffit materials are prohibited because they have proved to be unsuitable for Use in Park City due to the extreme climate, or because their appearance is such that the values of adjoining or abutting Properties are adversely affected:
1. Thick shake shingles;
  2. Ceramic tiles;
  3. Slump bloc, weeping mortar;
  4. Plastic or vinyl siding;
  5. Used brick;
  6. Synthetic stone products such as simulated stone or brick, cultured stone or brick, pre-cast stone or concrete imbedded with stone fragments;
  7. Lava rock, clinkers;
  8. Asphalt siding;
  9. Plywood siding, except that plywood may be approved by the Planning Director if utilized as a base for board and batten siding;
  10. Aluminum siding is generally not considered an appropriate material. The Planning Director may, however, consider requests for the Use of aluminum siding. The design of the Structure shall be consistent with the Park City Design Guidelines. The Applicant will be required to bring a

sample of the type and color of siding to be approved by the Planning Director. When aluminum siding is approved by the Planning Director, it shall have a minimum thickness of .019 inches and shall be backed or insulated with a minimum of 3/8 inch fiberboard of polystyrene foam;

11. Exemption. Aluminum siding, including soffits and fascia, and synthetic stone products may be permitted upon approval by the Planning Director, on Structures when such Structures are located in Areas predominately developed with Structures utilizing the same type of materials, such as in Prospector Village, Park Meadows and Prospector Park Subdivisions. Existing Buildings with synthetic stone products and aluminum or vinyl siding may be re-sided or repaired using synthetic stone products and aluminum or vinyl siding with specific approval by the Planning Director. The Applicant is required to bring a sample of the material and description of the application method of the requested siding and/or synthetic stone to be approved by the Planning Director and an exhibit documenting siding materials found in the surrounding neighborhood.

- C. **DESIGN ORNAMENTATION**. Architectural design in Park City has historically been simple. Highly ornate Buildings are inconsistent with the architectural patterns of the community, and due to the close proximity of one Development to another, inconsistent ornamentation may become unsightly and detract from Property values.

To add architectural interest to Buildings, special ornamental siding materials may be used, provided that no more than twenty five percent (25%) of any facade of the Building is covered with ornamental siding. Examples of ornamental siding provided for information purposes only and not as a limitation, are as follows:

1. Fish scale cut shingles;
2. Half-timbered stucco;
3. Match-sticked wood or other inlays.

- D. **NUMBER OF EXTERIOR WALL MATERIALS**. Different exterior siding materials add interest to a Building, and to the community as a whole, however, the Use of too many exterior materials, like excessive ornamentation, detracts from the values of adjoining Properties. Exterior walls of any Building may be sided with up to three (3) different materials per Building, but no more than three (3) materials may appear on any one (1) wall, including ornamental siding. Trim shall not be counted as a siding material, but ornamentation is counted as a siding material. If trim covers more than ten percent (10%) of a side of the Building, it shall be counted as a siding material on that side.

- E. **ROOFING MATERIALS**. Because of the steep Grade changes within Park City, and the fact that residents and visitors are frequently in a position to look down

on the City from the adjoining mountains, the appearance of roofs in Park City is of more significance than in other communities. Some roof types do not perform well in Park City's harsh climate. In addition, the Area's dry climate creates a high potential for wild land fires which makes the Use of wood roofs unsafe in some Areas. For these reasons, the following roof types are prohibited in Park City:

1. Untreated aluminum or metal, except that copper may be used;
2. Reflective materials;
3. Brightly colored roofing such as bright red, blue, yellow, green or similar colors are highly visible. Exception: Green is allowed if it is determined that its hue, color, chroma and other attributes of color are similar to other earth tone colors currently approved in Park City. In no case shall the color be determined to be bright or highly reflective or towards the yellow tones of the color spectrum;
4. Wood shingles, including fire retardant, prohibited only in wild land interface zones. Wood roofs may be allowed on additions to existing Structures with wood roofs, only upon specific approval of the Chief Building Official. In addition, wood roofing may be allowed on later phases, which continue the specific design of existing projects and where the original phase has wood roofing.  
Existing non-conforming Structures must comply with this section when the Structure's roof is replaced;
5. Except on Historic renovations or reconstructions with adequate documentation, roof ornamentation such as scroll work, finials, and bead-and-dowel work are prohibited.

F. **ROOF SHAPES**. The following roof shapes are prohibited in Park City as the dominant roof form because they either do not perform well in the harsh climate, or tend to detract from the value of adjoining Property. As minor roof elements, the following shapes may be allowed if approved by the Planning Director:

1. Mansard or fake mansard roofs;
2. Gambrel roofs;
3. Curvilinear roofs;
4. Domed roofs;
5. Geodesic domes;
6. Conical roofs, greater than 270 degrees around;
7. A-frame or modified A-frame roofs.

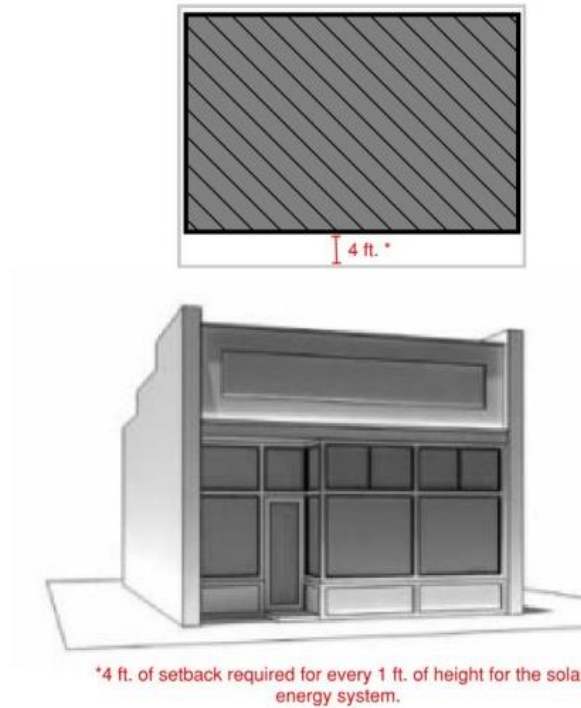
Mechanical equipment on roofs must be hidden with a visual barrier so it is not readily visible from nearby Properties.

G. **SOLAR PANELS ENERGY SYSTEMS AND SKYLIGHTS**. Any solar ~~panel energy system or skylight, or other translucent roof material which allows the transmission of light from the interior of the Building to the exterior,~~ shall be designed as follows:

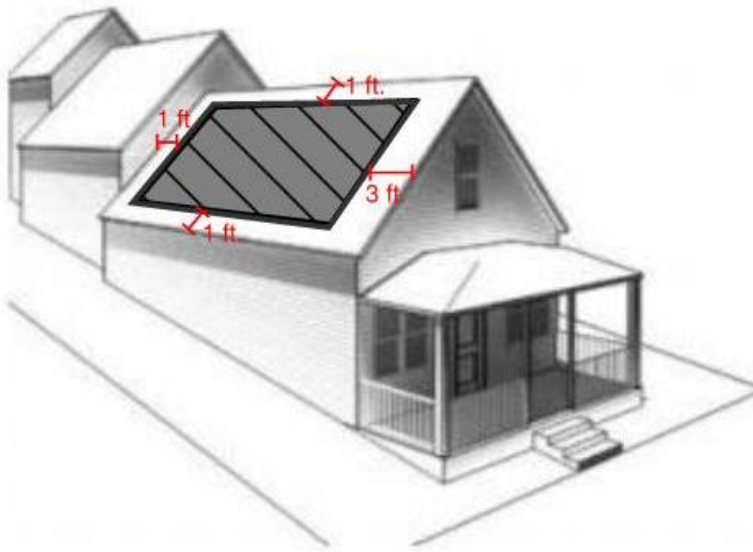
- ~~1. Skylights shall be limited to no more than twenty-five percent (25%) of the total roof Area;~~

- ~~2. The skylight design shall facilitate the Use of natural light in to the Building and any light emitted or reflected from the skylight shall be shielded from adjacent Properties;~~
- ~~3. The skylight feature shall not be the highest point of the Structure; and~~
- ~~4. The skylight feature shall be designed to fit as flush as possible with the roof. Skylights shall generally extend no more than two feet (2') above the roof plane.~~
5. Solar ~~panels~~ Energy Systems shall be designed so as to be incorporated in the roof plan or architectural features of the structure to the best extent possible. Solar ~~panels~~ Energy Systems shall generally be mounted flush to the roof plane. In instances where due to the existing roof angle the panel needs to be angled from the roof plane for optimum solar gain, alternative designs may be considered upon review of a visual analysis and mitigation of visual impacts from surrounding properties.
6. Solar panels, solar devices, and Solar Energy Systems and mounting equipment shall use non-reflective finishes such as an anodized finish.
7. ~~Skylights and Solar panels energy systems~~ in the Historic Districts are subject to the Design Guidelines for Historic Districts and Historic Sites and shall also meet the following:
  - a. On a Flat Roof, the Solar Energy System shall be mounted flush to the roof or on racks. When this is not possible, the Solar Energy System shall extend no more than five feet (5') above the highest point of the roof. Solar Energy Systems shall be screened from view of the primary right-of-way by:
    - i. An existing parapet along the street-facing façade that is as tall as the tallest part of the Solar Energy System; or
    - ii. Setting the Solar Energy System back from the edge of the roof facing the primary right-of-way at least four feet (4') for each one foot (1') of Solar Energy System height (including any necessary racks).





- b. Solar Energy Systems are permitted on pitched roofs facing a rear or side lot line that is not visible from the right-of-way. The Solar Energy System shall be mounted flush on the pitched roof, with the system no more than one foot (1') from the surface of the roof at any point. Solar Energy Systems shall be screened from view of the primary right-of-way in the following ways:
- i. The Solar Energy System shall be located at least one foot (1') from the ridgeline of the pitched roof.
  - ii. The Solar Energy System shall be located at least three feet (3') from the edge of the roof facing a right-of-way and one foot (1') from the edge of the roof facing the rear property line.
  - iii. The Solar Energy System shall be located at least one foot (1') from the eave of the roof.
  - iv. The Solar Energy System shall not alter the slope of the roof.



- 
- c. Solar shingles and Propanel-type/standing seam integrated products may be appropriate on roof surfaces visible from the primary right-of-way in the Historic Districts when it can be shown that they are sized similar to conventional asphalt shingles or metal roofing. They shall be similar in color to roofing materials in the Historic Districts and shall possess an anti-reflective top coating, such as Tempered Glass Tefzel Glazing or titanium dioxide. All metal surfaces shall have a matte finish.
  - d. Freestanding Solar Energy Systems shall meet all the setback requirements of an Accessory Building as outlined in the Historic zoning districts. They shall be installed in locations that minimize visibility from the public right-of-way. These systems shall be screened from the public right-of-way with materials such as fencing or vegetation of suitable scale for the Historic District.
  - e. Exceptions to the location and height of the Solar Energy System above the roof are subject to Planning Director approval based on a determination that:
    - i. A professional experienced in energy-efficient construction has conducted an energy audit and the building has optimized its energy efficiency through other means; and
    - ii. The location of the Solar Energy System does not detract from the historic character of the site and/or the Historic District (by making the Solar Energy System a character-defining element of the building); and
    - iii. The application has demonstrated that the proposed plan will result in a net positive generation of 105% or greater.

H. SKYLIGHTS. Any skylight, or other translucent roof material which allows the transmission of light from the interior of the Building to the exterior, shall be designed as follows:

1. Skylights shall be limited to no more than twenty-five percent (25%) of the total roof Area;
2. The skylight design shall facilitate the Use of natural light in to the Building and any light emitted or reflected from the skylight shall be shielded from adjacent Properties;
3. The skylight feature shall not be the highest point of the Structure; and
4. The skylight feature shall be designed to fit as flush as possible with the roof. Skylights shall generally extend no more than two feet (2') above the roof plane.
- ~~5. Solar panels shall be designed so as to be incorporated in the roof plan or architectural features of the structure to the best extent possible. Solar panels shall generally be mounted flush to the roof plane. In instances where due to the existing roof angle the panel needs to be angled from the roof plane for optimum solar gain, alternative designs may be considered upon review of a visual analysis and mitigation of visual impacts from surrounding properties.~~
6. Skylights ~~and solar panels~~ in the Historic Districts are subject to the Design Guidelines for Historic Districts and Historic Sites.

I. WINDOW TREATMENTS. Windows other than rectangular windows may be used as accents and trim, but arched, rounded, or Bay Windows as the primary window treatment are prohibited. Untreated aluminum and untreated metal window frames are prohibited. Small pane colonial style windows are not allowed.

J. LIGHTING.

1. **PURPOSE.** The functional objectives in providing exterior Area lighting are to illuminate Areas necessary for safe, comfortable and energy efficient Use. The number of fixtures shall be limited to provide for safe entry and egress and for sign and Business identification. Illumination of new Building features for architectural enhancement is prohibited. Historic Structures may be illuminated under the terms prescribed in this Code.

With the exception of Americans with Disabilities Act lighting requirements, the minimum lighting standards generally applied and recommended by the Illuminating Engineering Society of North America (IES), are observed by this Code.

2. **CONFORMANCE WITH APPLICABLE CODES.** All outdoor electrically powered illuminating devices shall be installed in conformance with the provisions of this Code, the International Building Code, the Electrical Code, and the Sign Code under the appropriate permit and inspection. When discrepancies in these Codes exist, the most restrictive shall apply.

3. **APPROVED MATERIALS AND METHODS OF CONSTRUCTION OR INSTALLATION/OPERATION.** The provisions of this Code are not intended to prevent the Use of any design, material or method of installation or operation not specifically prescribed by this Code, provided any such alternate has been approved. The Chief Building Official may approve any such proposed alternate providing he/she finds that:
- a. The alternative provides approximate equivalence to the applicable specific requirement of this Code;
  - b. The alternative is otherwise satisfactory and complies with the intent of this Code; or
  - c. The alternate has been designed or approved by a registered professional engineer and the content and function promotes the intent of this Code.
4. **SUBMISSION OF PLANS AND EVIDENCE OF COMPLIANCE WITH CODE.**
- a. The Applicant for any permit required by any provisions of the laws of this jurisdiction in connection with proposed work involving outdoor lighting fixtures shall submit, as part of the Application for permit, evidence that the proposed lighting fixtures and Light Source will comply with this Code. The submission shall contain the following:
    1. Plans indicating the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, and installation and electrical details;
    2. Description of illuminating devices, fixtures, lamps, supports, reflectors, and other devices. The description may include, but is not limited to, catalog cuts by manufacturers, and drawings, including section where required;
    3. 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 also be required to determine the adequacy of lighting over the entire Site.  
Additional information may be required elsewhere in the laws of this jurisdiction upon Application for the required permit.
  - b. Lamp or Fixture Substitution. On commercial Structures if any outdoor light fixture or the type of Light Source therein is proposed to be changed after the permit has been issued, a change request must be submitted to the Planning Department for approval. Adequate information to assure compliance with this Code must be provided and the request must be received prior to substitution.
5. **SHIELDING.** All non-exempt outdoor lighting fixtures shall have shielding as required by Table 1 of this Chapter below.
- a. Historic District Shielding and Fixture Exemption. Fixtures in the HR-L, HR-1, HR-2, HCB, HRM, and HRC Zoning Districts that replicate a Historic fixture shall be permitted to be installed without

partial shields with the approval of the Planning Director. All fixtures shall be filtered and refractors that direct the light downward shall be installed if the bulb is exposed.

Historic fixtures that are fifty (50) years or older and contribute to the architectural and cultural character of the Historic District, are exempt from these requirements.

Architectural features on Historic Structures may be illuminated with fully shielded fixtures.

6. **WATTAGE/FIXTURE AND LIGHT SOURCE REQUIREMENTS.** Wattage, fixture and Light Source requirements as outlined in the following Table 1 apply to all zones throughout the City:

Table 1

| Light Source                      | Fully Shielded | Partially Shielded | Watt (Maximum F |
|-----------------------------------|----------------|--------------------|-----------------|
| High Pressure Sodium <sup>1</sup> |                | x                  | 50              |
| Low Pressure Sodium               |                | x                  | 55              |
| Metal Halide <sup>2</sup>         | x              |                    | 1,500           |
| L Voltage/Halogen <sup>3</sup>    |                | x                  | 50              |
| Compact Fluorescent               |                | x                  | 75              |

7. Other Sources: As approved by the Planning Director  
Note: "x" indicates the required standard.

<sup>1</sup>This is the standard Light Source for Park City and Summit County unless otherwise noted in a specific section. Fully shielded fixtures are preferred but not required with this Light Source. Other sources are only permitted as noted. Residential porch lights and exterior garage and post lights may utilize incandescent bulbs, provided that the bulbs are Shielded. Lighting for signs may use halogen bulbs, provided that they are Shielded and directed at the sign face. Wattages outlined are the maximum and can be decreased under the Building Permit review process depending on the number and location of the fixture on each project. In no case shall the levels be reduced to levels below the Illuminating Engineering Society (IES) minimum standards.

<sup>2</sup>Metal Halide sources shall be permitted only for recreational sport field or ski Area Uses and installed only in one hundred percent (100%) fully enclosed Luminaries. Metal Halide lights shall also be filtered.

<sup>3</sup>Low voltage/halogen sources are permitted in landscaping lighting only.

8. **GAS STATION CANOPIES.** Gas station canopies may not exceed an average horizontal luminance level of eight (8) Foot Candles across the Site and the maximum point levels should not exceed fifteen (15) Foot Candles within the Area directly underneath the canopy.
9. **AREA LIGHTING - BUILDING CANOPY AND SOFFIT, WALL MOUNTED.** Area, stand alone or wall mounted fixtures shall not be mounted above eighteen feet (18') as measured from the top of the fixture to the adjacent Grade or horizontal plane being lit by the fixture. The horizontal luminance level along the sidewalk or Building Facade shall not exceed one (1) Horizontal Foot Candle with a uniformity ratio of 4:1.
10. **CONSTRUCTION SITES.** All commercial construction Sites shall submit a lighting plan as part of the Construction Mitigation Plan for the project prior to Building Permit issuance. Criteria for review shall include duration, number, location, height, Light Source, and hours of operation.
11. **LANDSCAPE LIGHTING.** The primary function of landscape lighting is to provide illumination for pathways, steps, and entrances to Buildings.
  - a. Pathway Lighting. Two types of lights can be selected: Three foot (3') bollards with louvers and ten foot (10') pole mounted, down directed Luminaries. Bollard lights shall be low voltage. The intent of pathway lights is to provide pools of light to help direct pedestrians along the path, not to fully illuminate the path. Steps and path intersections should be illuminated for safety. The maximum Foot Candle permitted on the ground is one (1) Horizontal Foot Candle or less.
  - b. Highlighting, Backlighting. Only low voltage systems are permitted. Lights must be partially shielded and light must not be directly off the Property. A maximum Foot Candle permitted at ten feet (10') is 0.6 Horizontal Foot Candles from the Light Source. Up-lighting is prohibited.
  - c. Moonlighting. Low voltage systems may be placed in trees or on Buildings to give the effect of moonlight. Lights must be down-directed and partially shielded. A maximum Foot Candle permitted at ten feet (10') is 0.25 Horizontal Foot Candle from the Light Source. Up-lighting is prohibited.
12. **RECREATIONAL LIGHTING.** Because of their unique requirements for nighttime visibility and their limited hours of operation, baseball diamonds,

playing fields, tennis courts and ski area runs may Use the Light Source permitted under Table 1 above with the following conditions and exceptions:

- a. The height of outdoor recreational posts shall not exceed seventy feet (70') above Natural Grade. The average Horizontal Foot Candle shall not exceed 3.6 across the Area boundary with a uniformity ratio of 4:1. Ski area lighting may require higher illumination levels in some instances. Those levels shall be reviewed and approved by the Planning Commission under the Conditional Use process outlined in the LMC.
- b. All fixtures used for event lighting shall be fully shielded as defined in Section (4) herein, or be designed or provided with sharp, cutoff capability, so as to minimize up-light, spill light and glare.
- c. Recreational lighting shall be turned off within thirty (30) minutes of the completion of the last game, practice, or event. In general, recreational lighting shall be turned off after 11:00 p.m., unless an exception is granted by the Planning Director for a specific event or as approved as part of a Master Festival license.

### **13. RESIDENTIAL LIGHTING.**

- a. All exterior lights on porches, garage doors or entryways shall be shielded to prevent glare onto adjacent Property or public right of ways and light trespass in to the night sky. Lights shall be directed at walkways or entries and shall not be directed into the night sky.
- b. Compact fluorescent fixtures are the recommended Light Source. High pressure sodium and incandescent bulbs may be permitted, provided the wattage is low and the light is Shielded and down-directed.
- c. Bare bulb light fixtures such as flood or spotlights are not permitted.
- d. Lighting exterior Building features for architectural interest is prohibited.
- e. Security lighting shall be fully shielded and shall be set on a timer or motion detector. Infrared sensor spotlights are the recommended light type for security.
- f. Private sport court facilities shall Use fully shielded fixtures and shall not Use the lights past 11 p.m.

### **14. SEASONAL DISPLAY OF LIGHTS.** Seasonal restrictions apply to the HCB, GC, LI and HRC zones. Residential Uses in the HR-1, HR-2, E, HRL, SF, RM, R-1, RDM, and RD zones are exempt from these requirements. Winter seasonal displays are permitted from the first of November to the 15th of April per the Park City Municipal Code.

Displays should be turned off at midnight. Any color of lights may be used; however, the lights shall not be used to create advertising messages or signs. Spelling out the name of a Business is prohibited.



**15. OUTDOOR DISPLAY LOTS.** Any Light Source permitted by this Code may be used for lighting of outdoor display Lots such as, but not limited to, automobile sales or rental, recreational vehicle sales, Building material sales, and seasonal goods, provided all the following conditions are met:

- a. All fixtures shall be Fully Shielded as defined in LMC Chapter 15-15.
- b. The maximum horizontal illumination across the Site shall not exceed an average Foot Candle of two (2) across the Site with a uniformity ratio of 4:1.
- c. Display lighting shall be turned off within thirty (30) minutes of closing of the Business. Lighting used after 11 p.m. shall be security lighting. Security lighting shall be required to be motion sensitive not permanently illuminated. Infrared sensor security lights are the only type of security light permitted.

**16. PROHIBITIONS.** The following light fixtures and Light Sources are prohibited: mercury vapor lamps, laser Light Sources, unshielded floodlights or spotlights, metal halide, except for recreational Uses, see Section (10), and searchlights.

**17. OTHER EXEMPTIONS.**

- a. Nonconformance. All other outdoor light fixtures lawfully installed prior to and operable on the effective date of the ordinance codified in this Chapter, including City owned or leased Street lights, are exempt from all requirements of this Code. On commercial projects, all such fixtures shall be brought into compliance with this Code upon any Application for any exterior Building Permit. On residential Structures, only new exterior fixtures on remodels or new additions must comply with this ordinance.
- b. Fossil Fuel Light. All outdoor light fixtures producing light directly by the combustion of natural gas or other fossil fuels are exempt from the requirements of this Code.
- c. Up-lighting. Up-lighting is permitted under the following conditions:
  1. The use of luminaires for up-lighting on any residentially or commercial zoned Lot or Property or within a City ROW or Open Space zone, is permitted only for City-funded or owned statues, public monuments, ground –mounted Public Art, or flags of the United States of America.
  2. All up-lighting shall be shielded and/or have beam-angle control and shall be aimed to limit the directed light to the illuminated object only.
  3. Up-lighting is permitted thirty (30) minutes before sunset and until 11:00 p.m.; or, one hour after the close of location based on normal hours of operations, whichever is later.

**18. TEMPORARY EXEMPTION.**

- a. Requests. Any Person may submit a written request to the Planning Director for a temporary exemption. A temporary exemption request shall contain the following information:
  1. Specific exemption or exemption request;
  2. Type and Use of outdoor light fixtures involved;
  3. Duration of time for requested exemption;
  4. Total wattage;
  5. Proposed location on Site;
  6. Description of event or reason for need of exemption; and
  7. Other data as deemed necessary to adequately review and made a determination on the request.
- b. Approval; Duration. The Planning Department shall have ten (10) Business days from the date of a complete submission of the temporary request to act, in writing, on the request. The Planning Department shall approve the request if it finds that the exemption is necessary for public safety, security or other public necessity and the exemption does not materially subvert the purpose of this Chapter. If approved, the exemption shall be valid for not more than thirty (30) days from the date of approval. The approval shall be renewable by the Planning Director upon consideration of all the circumstances and provided a finding of public safety or necessity is made, and no intent to circumvent the intent of this Chapter is present. Each such renewed exemption shall be valid for not more than thirty (30) days.
- c. Denial/Appeal. If the request for a temporary exemption is denied, the Person making the request, in writing, may appeal the decision to the Planning Commission within ten (10) days of the denial as provided for in LMC Chapter 15-1.

- K. **TRASH AND RECYCLING ENCLOSURES**. In addition to County health standards, the following trash enclosure design standards shall apply:
1. Trash and storage Areas shall be Screened by landscaping, Fencing, berms or other devices integral to overall Site and Building design;
  2. Trash and storage enclosures shall be designed and constructed of materials that are Compatible with the proposed or existing Building and with surrounding Structures. The enclosure's design, construction, and materials shall be substantial and consisting of masonry, steel, or other materials approved by the Planning and Building Department and capable of sustaining active use by residents and trash/recycling haulers. The design shall, if physically possible, include both a pedestrian door and a truck door or gate;
  3. Trash and storage Areas shall be well maintained including prompt repair and replacement of damaged gates, Fences and plants;

4. Openings of trash enclosures shall be oriented away from public view or Screened with sturdy gates wide enough to allow easy Access for trash collection, where practical;
  5. The consolidation of trash Areas between Businesses and the Use of modern disposal techniques is encouraged.
  6. Exception. These standards shall not apply to existing Structures that have been built with zero Setbacks or when such enclosures would negatively impact Access, circulation, or snow removal efforts.
- L. **MECHANICAL EQUIPMENT**. All electrical service equipment and sub-panels and all mechanical equipment, including but not limited to, air conditioning, pool equipment, fans and vents, utility transformers, except those owned and maintained by public utility companies, and solar panels, shall be painted to match the surrounding wall color or painted or Screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof and/or adjacent wall color and shall be Screened or integrated into the design of the Structure. Minor exceptions to Setback requirements for Screened mechanical equipment may be approved by the Planning Director where the proposed location is the most logical location for the equipment and impacts from the equipment on neighboring properties, historic facades, and streetscapes can be mitigated and roof top mechanical placement and visual clutter is minimized.
- M. **PATIOS AND DRIVEWAYS**. A Building Permit is required for all non-bearing concrete flatwork, asphalt, and/or any Impervious Surface, regardless of size or area. This includes any repairs, alterations, modifications, and expansion of existing flatwork.
- N. **LANDSCAPING**. A complete landscape plan must be prepared for the limits of disturbance area for all Building Permit applications and Historic District Design Review projects for all exterior work that impacts existing vegetation within the limits of disturbance. The landscape plan shall utilize the concept of Xeriscaping for plant selection and location, irrigation, and mulching of all landscaped areas. The plan shall include foundation plantings and ground cover, in addition to landscaping for the remainder of the lot. The plan shall indicate the percentage of the lot that is landscaped and the percentage of the landscaping that is irrigated. The plan shall identify all existing Significant Vegetation.

Materials proposed for driveways, parking areas, patios, decks, and other hardscaped areas shall be identified on the plan. A list of plant materials indicating the botanical name, the common name, quantity, and container or caliper size and/or height shall be provided on the plan. Areas of mulch shall be identified on the plan. Approved mulches include natural organic plant based or recycled materials. Stone-based mulch is not permitted.

To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved to be removed, based on a Site Specific plan, Conditional Use, Master Planned Development, or Historic District Design Review approval, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size. Where landscaping does occur, it should consist primarily of native and drought tolerant species, drip irrigation, and all plantings shall be adequately mulched.

Irrigated lawn and turf areas are limited to a maximum percentage of the allowed Limits of Disturbance Area of a Lot or Property that is not covered by Buildings, Structures, or other Impervious paving, based on the size of the Lot or Property according to the following table:

| Lot Size                   | Maximum Turf or Lawn Area as a percentage of the allowed Limits of Disturbance Area of the Lot that is not covered by Buildings, Structures, or other Impervious paving |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Greater than one (1) acre  | 25%                                                                                                                                                                     |
| 0.50 acres to one (1) acre | 35%                                                                                                                                                                     |
| 0.10 acres to 0.49 acres   | 45%                                                                                                                                                                     |
| Less than 0.10 acres       | No limitation                                                                                                                                                           |

Where rock and boulders are allowed and identified on the Landscape Plan, these shall be from local sources. All noxious weeds, as identified by Summit County, shall be removed from the Property in a manner acceptable to the City and Summit County, prior to issuance of Certificates of Occupancy.

## Attachment I

### **15-15 DEFINED TERMS**

#### **15-15-1 Definitions**

For the purpose of the LMC, certain numbers, abbreviations, terms, and words shall be used, interpreted, and defined as set forth herein. Defined terms will appear as proper nouns throughout this Title. Words not defined herein shall have a meaning consistent with Webster's New Collegiate Dictionary, latest edition.

Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include the singular; the word "herein" means "in these regulations"; the word "regulations" means "these regulations"; "used" or "occupied" as applied to any land or Building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

**ACCESS.** The provision of vehicular and/or pedestrian ingress and egress to Structures, facilities or Property.

**ACCESSORY APARTMENT.** A self-contained Apartment, with cooking, sleeping, and sanitary facilities, created either by converting part of and/or by adding on to a Single-Family Dwelling or detached garage. Accessory Apartments do not increase the residential Unit Equivalent of the Property and are an Accessory Use to the primary Dwelling.

**ACCESSORY BUILDING.** A Building on the same Lot as the principal Building and that is:

- A. clearly incidental to, and customarily found in connection with such principal Building, such as detached garages, barns, free-standing Solar Energy Systems, and other similar Structures that require a Building Permit;
- B. operated and maintained for the benefit of the principal Use;
- C. not a Dwelling Unit; and
- D. also includes Structures that do not require a Building Permit, such as sheds, outbuildings, or similar Ancillary Structures. See Ancillary Structure.

**ACCESSORY USE.** A land Use that is customarily incidental and subordinate to the to the primary Use located on the same Lot.

**ACTIVE BUILDING PERMIT.** Any Building Permit that has not expired.

**ADMINISTRATIVE PERMIT.** A permit issued by the Planning, Building, and Engineering Departments for specified Use upon proof of compliance with certain criteria.

**AFFECTED ENTITY.** A county, municipality, local district, special service district under Utah State Code Title 17D, Chapter 1, Special Service District Act, school district, inter-local cooperation entity established under Utah State Code Title 11, Chapter 13, Inter-local Cooperation Act, specified public utility, property owner, property owners association, or the Utah Department of Transportation, if: (a) the entity's services or facilities are likely to require expansion or significant modification because of an intended use of land; (b) the entity has filed with the municipality a copy of the entity's general or long-range plan; or (c) the entity has filed with the municipality a request for

notice during the same calendar year and before the municipality provides notice to an affected entity.

**AFFORDABLE HOUSING.** Dwelling Units for rent or for sale in a price range affordable to families in the low to moderate income range.

**AGENT.** The Person with written authorization to represent an Owner.

**AGRICULTURE.** Use of land for primarily farming and related purposes such as pastures, farms, dairies, horticulture, animal husbandry, and crop production, but not the keeping or raising of domestic pets, nor any agricultural industry or business such as meat, fruit, or other food packing and/or processing plants, fur farms, livestock feeding operations, animal hospitals, or similar Uses.

**ALLOWED USE.** A Use that is permitted in a Zoning District without a Conditional Use permit, not including Non-Conforming Use.

**ALTERATION, BUILDING.** Any act or process that changes the Architectural Detail of a Building, including but not limited to, the erection, construction, reconstruction, or removal of any Building.

**ANCILLARY STRUCTURE.** One-Story, attached or detached Structure, 250 square feet in Area or smaller, that is subordinate to and located on the same Lot as the principal Use, does not include Dwelling Area, and is not intended for sleeping or cooking. Includes Structures such as sheds, green houses, play equipment, utility Buildings, and similar Structures that may or may not require a Building Permit.

**ANEMOMETERS AND ANEMOMETER TOWERS.** A temporary tower and housing or supporting wind measuring equipment for the purpose of establishing the viability of the wind generated energy by measuring and monitoring wind velocity, direction, shear, duration, intensity, and regularity.

**ANTENNA.** A transmitting or receiving device used in Telecommunications that radiates or captures radio, television, or similar communication signals.

1. **Antenna, Test Drive.** A temporary Antenna which is used for field testing of Telecommunications signals and for possible locations for a permanent Antenna, but does not provide Telecommunications to customers.
2. **Antenna, Enclosed.** An Antenna or series of individual Antennas entirely enclosed inside a Structure, including but not limited to a cupola or wall of a Building or chimney.
3. **Antenna, Freestanding.** An Antenna mounted on or within a stand alone support Structure including but not limited to a wooden pole, steel pole, lattice tower, utility pole, lift tower, light standard, flag pole, or other vertical support.
4. **Antenna, Roof Mounted.** An Antenna or series of individual Antennas mounted on a roof of a Building.
5. **Antenna, Temporary.** An Antenna used for a time period of less than thirty (30) days.
6. **Antenna, Wall Mounted.** An Antenna or series of individual Antennas mounted fully against the exterior face of a Building including on the face of a chimney or penthouse. A wall or face of a Building is defined as the entire Area of all exposed vertical surfaces of a Building that are above ground and facing approximately the same direction.

**APARTMENT.** A Dwelling Unit within a Multi-Unit Dwelling Building with exclusive living, cooking, sleeping and bathroom Areas.

**APPLICANT.** The Owner of the Property that is the subject of the Application, or the Owner's Agent.

**APPLICATION.** A written request, completed in a manner prescribed in this Code, for review, approval, or issuance of a Development permit, including but not limited to Conditional Use permits, Building Permits, variances, annexation and re-zoning requests, Subdivision and record of survey plats, plat amendments, Code amendments, design review, and Administrative Permits.

1. **Application, Complete.** A submission that includes all information requested on the appropriate form, and payment of all applicable fees.

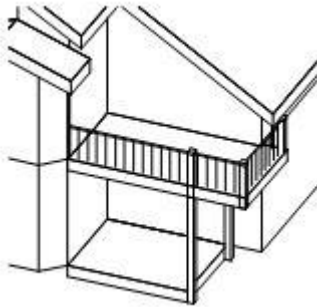
**ARCHITECTURAL DETAIL.** Physical Properties, features or components of a Building or Structure which embody distinctive characteristics of a type, period, or method of construction and refers to the way in which the Property was conceived, designed, or fabricated by a people or culture. Within a Historic District, these physical features or traits commonly recur in individual Buildings. The characteristics can be expressed in terms of form, proportion, Structure, plan, architectural style, or materials such as siding, doors, windows, or trim.

**AREA OR SITE.** A specific geographic division of Park City where the location maintains Historical, cultural or archeological value regardless of the value of any existing Structure.

**ATTIC.** The space between the ceiling joists and roof rafters.

**BAKERY.** A Business that bakes food products and sells such products primarily for off-premises consumption. May include a Café or Restaurant.

**BALCONY.** A platform that projects from the wall of a Building and is enclosed by a railing, parapet, or balustrade. See following illustration:



**BAR.** A Business that primarily sells alcoholic beverages for consumption on the premises; includes Private Clubs.

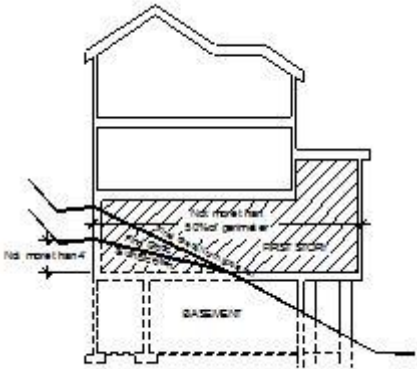
**BARREL ROOF.** a roof with a semi-cylindrical form and having a semi-circular cross-section.

**BASE ZONING.** Existing zoning without the addition of the Transfer of Development Rights overlay zone.

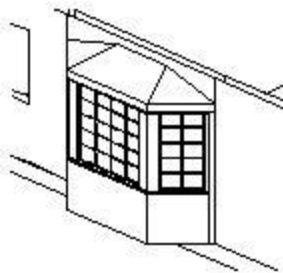
**BASEMENT.** Any floor level below the First Story in a Building. Those floor levels in Buildings having only one floor level shall be classified as a Basement, unless that floor



level qualifies as a First Story as defined herein. See First Story.



**BAY WINDOW.** A window or series of windows forming a recess or bay from a room and projecting outward from the wall. A Bay Window does not include a window directly supported by a foundation.



**BED AND BREAKFAST INN.** A Business, located in an Owner or on-Site manager occupied dwelling, in which up to ten (10) Bedrooms are rented nightly or weekly, and where one (1) or more meals are provided to the guests only, the price of which is usually included in the room rate. Bed and Breakfast Inns are considered a lodging Use where typical lodging services are provided, such as daily maid service.

**BEDROOM.** A separate room designed for or used as a sleeping room.

**BILLBOARD.** A permanent outdoor Sign that is located off-premises.

**BLANK WALL.** A wall of a Building faced with a single material of uniform texture and color on a single plan with less than thirty percent (30%) of the surface of the wall as openings or windows.

**BLOCK.** A tract of land bounded by Streets, or by a combination of Streets and public parks, cemeteries, railroad Rights-of-Way, shore lines of water ways, or City boundary lines, as shown on an official plat.

**BOARDING HOUSE.** A Business, within a dwelling with two (2) or more Bedrooms where, for direct or indirect compensation, on a monthly basis, the Owner provides lodging and/or common Kitchen facilities or meals for boarders not related to the head of the household. Boarding Houses do not include the Use of Nightly Rental.

**BUILDING.** Any Structure, or any part thereof, built or used for the support, shelter, or enclosure of any Use or occupancy by Persons, animals, or chattel.

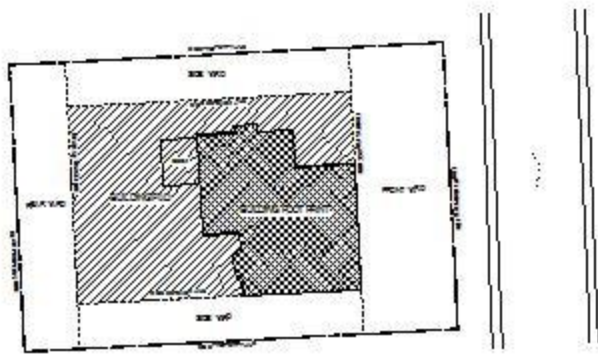
1. **Building, Attached.** A Building connected on one (1) or more sides to an adjacent Building by a common Party Wall with a separate exterior entrance for each Building.

2. **Building, Detached.** Any Building separated from another Building on the same Lot or Parcel.
3. **Building, Main.** The principal Building, or one of the principal Buildings on a Lot, that is used primarily for the principal Use.
4. **Building, Public.** A Building constructed by or intended for Use by the general public such as a library, museum, or Building of any political subdivision of the state of Utah or the United States.

**BUILDING ENVELOPE.** The Building Pad, Building Footprint, and Height restrictions that defines the maximum Building Envelope in which all Development must occur.

**BUILDING FOOTPRINT.** The total Area of the foundation of the Structure, or the furthest exterior wall of the Structure projected to Natural Grade, not including exterior stairs, patios, decks and Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building.

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



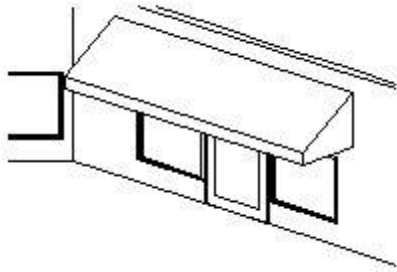
**BUILDING PERMIT.** A permit issued by the Chief Building Official authorizing Construction Activity on a Property or Lot.

**BUSINESS.** Any activity within Park City carried on for the purpose of gain or economic profit. The acts of employees rendering service to employers are not included in the term Business unless otherwise specifically prescribed. Business includes but is not limited to, the sale or rental of tangible personal or real Property, the manufacturing of goods or Property and the rendering of personal services for others for consideration by Persons engaged in any profession trade, craft, occupation, or other calling.

**CAFE.** A Business that primarily sells beverages for on-Site consumption. May serve food prepared off-premises but does not have International Building Code (IBC) Commercial Kitchen facilities and generally does not employ hostesses, wait staff, bus staff, chefs, or other employees typically associated with a restaurant.

**CANOPY.** A roof or awning constructed of fabric or other material and extending outward from a Building to provide a protective shield for doors, windows, or other openings with supports extended to the ground directly under the Canopy or

cantilevered from the Building.



**CAPITAL IMPROVEMENTS PROGRAM.** A proposed schedule and description of all proposed public works, listed in order of construction priority, together with cost estimates and the anticipated means of financing each project.

**CERTIFICATE OF APPROPRIATENESS.** A certificate issued by the Building Department in cases of immediate public hazard, the Planning Department in cases of architectural insignificance, or the Historic Preservation Board in all other cases, indicating approval of plans for Alteration, construction, removal, or Demolition of a Landmark or Building having architectural Significance.

**CERTIFICATE OF ECONOMIC HARDSHIP.** A certificate issued by the Historic Preservation Board authorizing an Alteration, construction, removal, or Demolition of a Historic Landmark, or Building having architectural Significance, even though a Certificate of Appropriateness has previously been denied.

**CERTIFICATE OF OCCUPANCY.** A certificate issued by the Chief Building Official authorizing occupancy of a dwelling, Business, or any other Structure requiring a Building Permit.

**CHILD CARE.** The provision, day or night, of supplemental parental care, instruction and supervision for a non-related child or children, on a regular basis, and for less than 24 hours a day.

The term does not include babysitting services on a casual, non-recurring nature or in the child's own home nor cooperative, reciprocate Child Care by a group of parents in their respective domiciles.

1. **Child Care, In-Home Babysitting.** The provision of Child Care for four (4) or fewer children within a dwelling and within commercial Buildings outside of residential Zoning Districts.

**Child Care, Family.** The provision of Child Care for up to eight (8) children, including the provider's children who are under the age of eighteen (18), within the provider's primary residence.

**Child Care, Family Group.** The provision of Child Care for nine (9) to sixteen (16) children, including the provider's children who are under the age of eighteen (18), within the provider's primary residence.

**CHILD CARE CENTER.** A Structure or Building, including outside play Areas, used for the provision of Child Care for more than four (4) children for less than twenty four (24) hours per day, meeting all State requirements for Child Care that is not also the primary residence of the care provider.

**CITY DEVELOPMENT.** Any Conditional Use permit or Master Planned Development in which Park City Municipal Corporation or corporations controlled by Park City Municipal Corporation is the Applicant.

**CLEARVIEW OF INTERSECTING STREETS.** On any Corner Lot, an Area is kept clear of Structures, Fences, or tall vegetation, to allow vehicle drivers an unobstructed view of traffic approaching on the intersecting Street. This Area is the Site Distance Triangle. See Site Distance Triangle.

**CLUB.**

1. **Club, Amenities.** Any organization formed and operated for the primary purpose of providing its members with social and recreational opportunities involving the access, use and enjoyment of physical amenities and services provided at or through an existing approved Hotel, including restaurants, bars, spas, spa services, pools, lounges, exercise facilities, lockers, ski facilities and services, pools, and other facilities and services.
2. **Club, Private.** Any non-profit corporation, or organization, operating as a social club, recreational, fraternal, athletic or kindred association organized primarily for the benefit of its stockholders or members and serving alcoholic beverages and/or food.
3. **Club, Private Residence.** Residential Use real estate within a single Condominium project, in which ownership or Use of a Condominium Dwelling Unit or group of Condominium Dwelling Units and associated common area is shared by not less than four (4) or more than twelve (12) Owners or members per Condominium Dwelling Unit and whose Use is established by a reservation system and is managed with 24 hour reservation and Property management, seven (7) days a week, providing reservation, registration, and management capabilities. Membership in a Private Residence Club may be evidenced by:
  - a. a deeded interest in real Property;
  - b. an interest or membership in a partnership, limited partnership, limited liability company, non-profit corporation, or other Business entity;
  - c. a non-entity membership in a non-profit corporation, non-incorporated association, or other entity;
  - d. beneficial interest in a trust;
  - e. other arrangement providing for such Use and occupancy rights.
4. **Club, Private Residence Conversion.** The conversion of Condominium Units and associated Common Areas within an existing Condominium project to the exclusive Use as Private Residence Club.
5. **Club, Private Residence Off-Site.** Any Use organized for the exclusive benefit, support of, or linked to or associated with, or in any way offers exclusive hospitality services and/or concierge support to any defined Owner's association, timeshare membership, residential club, or real estate project. Hospitality includes, but is not limited to, any of the following services: real estate, restaurant, bar, gaming, locker rooms, storage, salon, personal improvement, Office.
6. **Club, Private Residence Project.** Any Condominium Property that is subject to a Private Residence Club deed, interest, trust, or other arrangement for providing for Use and Ownership as a Private Residence Club, and contains at least four (4) units.

**CLUSTER DEVELOPMENT.** A design that concentrates Buildings in specific Areas on a Site to allow the remaining land to be used for recreation, Open Space, and preservation of environmentally sensitive Areas.

**CODE.** The Land Management Code (LMC).

**COLLECTOR ROAD.** A road intended to move traffic from local roads to major thoroughways. A Collector Road generally serves a neighborhood or a large Subdivision.

**CO-LOCATION.** The location of Telecommunications Facility on an existing Structure, tower, or Building, in such a manner that precludes the need for that Telecommunications Facility to be located on a free-standing Structure of its own.

**COMMERCIAL USE.** Retail Business, service establishments, professional offices, and other enterprises that include commerce and/or trade and the buying and selling of goods and services.

1. **Commercial Use, Support.** A Commercial Use oriented toward the internal circulation of a Development, for the purpose of serving the needs of the residents or users of that Development, and not Persons drawn from Off-Site.
2. **Commercial Use, Resort Support.** A Commercial Use that is clearly incidental to, and customarily found in connection with, the principal resort Use, and which is operated and maintained for the benefit or convenience of the Owner, occupants, employees, customers of, or visitors to, the principal Use.

**COMMON AREA.** Facilities and yards under Common Ownership, identified within projects, for the Use and enjoyment of the residents.

**COMMON OWNERSHIP.** Ownership of the same Property by different Persons.

**COMPATIBLE OR COMPATIBILITY.** Characteristics of different Uses or designs that integrate with and relate to one another to maintain and/or enhance the context of a surrounding Area or neighborhood. Elements affecting Compatibility include, but are not limited to, Height, scale, mass and bulk of Building, pedestrian and vehicular circulation, parking, landscaping and architecture, topography, environmentally sensitive Areas, and Building patterns.

1. **Compatibility, Visual.** Characteristics of different architectural designs that integrate with and relate to one another to maintain and/or enhance the context of a surrounding Area or neighborhood. In addition to the elements effecting Compatibility which include, but are not limited to Height, scale, mass, and bulk of Building. Other factors that dictate compatibility include proportion of building's front façade, proportion of openings within the facility, rhythm of solids to voids in front facades; rhythm of entrance or porch projections; relationship of materials and textures; roof shapes; scale of building.

**CONDITIONAL USE.** A land Use that, because of its unique characteristics or potential impact, is allowed only if certain measures are taken to mitigate or eliminate the potential impacts.

**CONDOMINIUM.** Any Structure or Parcel that has been submitted to fractionalized Ownership under the provisions of the Utah Condominium Ownership Act.

**CONSERVATION ACTIVITY.** A process to restore, enhance, protect, and sustain the quality and quantity of ecosystems and natural resources.

**CONSERVATION EASEMENT.** An easement, covenant, restriction, or condition in a deed, will, or other instrument signed by or on behalf of the record owner of the

underlying real property for the purpose of preserving and maintaining land or water areas predominantly in a natural state, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat, or other use or condition consistent with the protection of open land. Conservation easement(s) granted from the Transfer of Development Rights Ordinance shall be subject to The Land Conservation Easement Act, Section 57-18-1 (et seq.), Utah Code Annotated, 1953 as amended.

**CONSTITUTIONAL TAKING.** Final Action(s) by the City to physically take or exact private real Property that requires compensation to the Owner because of the mandates of the Fifth or Fourteenth Amendment to the Constitution of the United States, or of Article I, Section 22, of the Utah Constitution.

**CONSTRUCTION ACTIVITY.** All Grading, excavation, construction, Grubbing, mining, or other Development Activity which disturbs or changes the natural vegetation, Grade, or any existing Structure, or the act of adding an addition to an existing Structure, or the erection of a new principal or Accessory Structure on a Lot or Property.

**CONSTRUCTION MITIGATION PLAN.** A written description of the method by which an Owner will ameliorate the adverse impacts of Construction Activity.

**CONSTRUCTION PLAN.** The map and drawings showing the specific location and design of the Development.

**CONTINUITY.** The state or quality of being continuous, as a line, edge, or direction. Factors that dictate continuity within a streetscape include, but are not limited to, mass scale, and height of buildings; streetscape elements such as sidewalks, curbs, rock walls, and paving patterns; and development patterns such as setbacks, orientation of buildings, repetition of porches and entryways.

**CONTRIBUTING BUILDING, STRUCTURE, SITE/AREA OR OBJECT.** Building (main, attached, detached, or public, Accessory Building, Structure, Site, or Object that is determined by the Historic Preservation Board to meet specific criteria set forth in LMC 15-11-10. A portion of an existing building, an Accessory Building, Structure, or object may also be considered contributory so the historical significance of a Building or Site if it reflects the Historical or architectural character of the site or district as designated by the Historic Preservation Board.

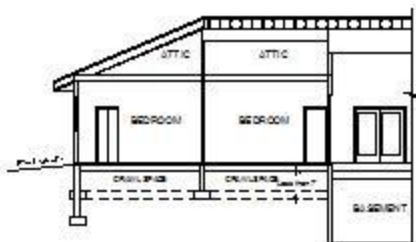
**CONVENTIONAL CHAIN BUSINESS.** Conventional Chain Business is a business, including but not limited to retailers or restaurants, which maintains one or more of the following standardized items which causes it to be substantially identical to more than 10 other businesses regardless of ownership or location at the time of the application: (1) standardized menu or merchandise with 50% or more of in stock merchandise from a single distributor bearing uniform markings; or (2) a standardized array of products or merchandise; or (3) uniform apparel; or (4) standardized architectural design, layout of facade, decor or color scheme and/or signs; trademarks, and service marks or logos, or similar standardized features.

**COUNCIL.** Members of the City Council of Park City.

**COVER, SITE.** The Area covered by an Impervious Surface such as a Structure, deck, pool, patio, walk, or driveway.

**CRAWL SPACE.** An uninhabitable Area with no exterior windows or doors and less than seven vertical feet (7') measured from the base of the footings to the floor framing

above.



**CREST OF HILL.** The highest point on a hill or Slope as measured continuously throughout the Property. Any given Property may have more than one (1) Crest of Hill.

**CUL-DE-SAC.** A local Street with only one outlet and an Area for the safe and convenient reversal of traffic.

**DECK:**

- A. Platform Deck: Open structure above the ground that is located in the front yard, rear yard, or side yard of a Site.
- B. Deck, Rooftop: Open structure located on or above the roof framework and the enclosed gross floor area of a Structure.

**DELI OR DELICATESSEN.** A Business which primarily sells prepared foods and drinks for consumption on or off the premises, but does not have International Building Code (IBC) Commercial Kitchen facilities and does not employ hostesses, wait staff, bus staff, or other employees typically associated with a Restaurant.

**DEMOLISH OR DEMOLITION.** Any act or process that destroys in part or in whole a Building or Structure. Includes dismantling, razing, or wrecking of any fixed Buildings(s) or Structure(s). Excludes Building(s) and/or Structure(s) undergoing relocation and/or reorientation pursuant to Section 15-11-13 of this Code, disassembly pursuant to Section 15-11-14 of this Code, and Reconstruction pursuant to Section 15-11-15 of this Code. It also excludes any Material Deconstruction approved by the Historic Preservation Board pursuant to Section 15-11-12.5, or is exempt pursuant to 15-11-12(A).

**DENSITY.** The intensity or number of non-residential and Residential Uses expressed in terms of Unit Equivalents per acre or Lot or units per acre. Density is a function of both number and type of Dwelling Units and/or non-residential units and the land Area.

- 1. In terms of visual compatibility, Density refers to the pattern of clustering residential or commercial structures within a neighborhood and/or District. The pattern is established by the overall mass (length, height, and width) of the structure visible from the Right-of-Way, size of the lot(s), width between structures, and orientation of structures on the site.

**DESIGN GUIDELINE.** A standard of appropriate activity that will preserve the Historic and architectural character of a Landmark, Building, Area, or Object.

**DETACHED.** Completely separate and disconnected. Not sharing walls, roofs, foundations, or other structural elements.

**DEVELOPABLE LAND.** That portion of a Master Planned Development or Cluster Development within the Sensitive Lands Overlay that is designated for Density.

**DEVELOPER.** The Applicant for any Development.

**DEVELOPMENT.** The act, process, or result of erecting, placing, constructing, remodeling, converting, altering, relocating, or Demolishing any Structure or



improvement to Property including Grading, clearing, Grubbing, mining, excavating, or filling of such Property. Includes Construction Activity.

**DEVELOPMENT AGREEMENT.** A contract or agreement between an Applicant or Property Owner and the City pursuant to the provisions in this Code and used as an implementation document for Master Planned Developments.

**DEVELOPMENT APPROVAL APPLICATION.** Includes any Application for any Development approval including, but not limited to Grubbing, Grading, an alteration or revision to an approved MPD, Conditional Use permit (CUP), zoning or rezoning, Subdivision, or annexation. The term “Development Approval Application” shall not include any Building Permits associated with construction within an approved Subdivision or on an existing platted Lot unless otherwise specified.

**DEVELOPMENT CREDIT.** A credit measured in Unit Equivalents that denotes the amount of density on a Sending Site which may be Transferred.

**DEVELOPMENT CREDIT CERTIFICATE.** The certificate issued by the Planning Director of Park City that represents the total number of development credits recognized for and derived from the sending site that may be Transferred.

**DEVELOPMENT RIGHT.** The right held by a fee simple property owner to build on a legally established parcel of real property. This right is limited by applicable zoning ordinances.

**DISABLED CARE.** A long-term care residential facility for disabled Persons, Persons suffering from a physical or mental impairment that substantially limits one (1) or more of a Person’s major life activities, including a Person having a record of such an impairment or being regarded as having such an impairment.

**DISSIMILAR LOCATION.** A location that differs from the original location in terms of vegetation, topography, other physical features, and proximity of Structures.

**DWELLING.**

1. **Dwelling, Duplex.** A Building containing two (2) Dwelling Units.
2. **Dwelling, Triplex.** A Building containing three (3) Dwelling Units.
3. **Dwelling, Multi-Unit.** A Building containing four (4) or more Dwelling Units.
4. **Dwelling, Single Family.** A Building containing not more than one (1) Dwelling Unit.

**DWELLING UNIT.** A Building or portion thereof designed for Use as the residence or sleeping place of one (1) or more Persons or families and includes a Kitchen, but does not include a Hotel, Motel, Lodge, Nursing Home, or Lockout Unit.

**ECONOMIC HARDSHIP, SUBSTANTIAL.** Denial of all reasonable economic Use of the Property.

**ELDER CARE.** A long-term care residential facility for elderly Persons, adults sixty (60) years of age or older, who because of physical, economic, social, or emotional problems cannot function normally on an independent basis. The term does not include a health care facility.

**ELEVATOR PENTHOUSE.** The minimum Structure required to enclose the top most mechanical workings of an elevator.

**EMERGENCY REPAIR WORK.** Work requiring prompt approval because of an imminent threat to the safety or welfare of the public or to the structure or site. The scope of the approval for emergency repair work shall only be to the extent related to stabilizing or repairing the emergency situation. Staff shall give a verbal report regarding

the emergency repairs at the next Historic Preservation meeting.

**EQUIPMENT SHELTER.** See Telecommunications Facilities, Equipment Shelter 1.231(B).

**ESCROW.** A deposit of cash or approved alternate in lieu of cash with a third party held to ensure a performance, maintenance, or other Guarantee.

**ESSENTIAL HISTORIC FORM.** The physical characteristics of a Structure that make it identifiable as existing in or relating to an important era in the past. These physical characteristics include, but are not limited to the structure's form, Roof Forms, window and door configuration, and materials.

**EXTERIOR ARCHITECTURAL APPEARANCE.** The architectural character and general composition of the exterior of a Building or Structure, including but not limited to the kind, color, and texture of the Building material and the type, design, and character of all windows, doors, light fixtures, signs, and appurtenant features.

**FACADE.**

1. **Facade, Building.** The exterior of a Building located above ground and generally visible from public points of view.
2. **Façade, Front.** That portion of a Building that generally faces the street and/or Front Lot Line.

**FAÇADE EASEMENT.** A recordable instrument, in a form approved by the City Attorney, which restricts the Owner's ability to alter the Building Facade.

**FAÇADE SHIFT.** A change or break in the horizontal or vertical plane of the exterior of a Building.

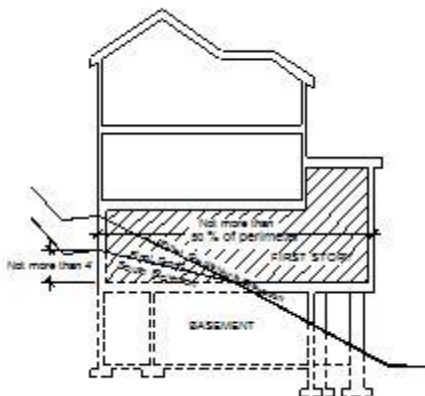
**FENCE.** A Structure to separate or divide outdoor Areas. The term Fence includes, but is not limited to, net Screening for golf balls, and masonry walls. A Fence need not be sight obscuring or light tight.

**FILTERED LIGHT FIXTURE.** Any outdoor light fixture that has a refractive light source. Quartz or clear glass do not refract light.

**FINAL ACTION.** The later of the final vote or written decision on a matter.

**FINAL PLAT.** A recordable Subdivision or Condominium map.

**FIRST STORY.** The lowest Story in a Building provided the floor level is not more than four feet (4') below Final Grade for more than fifty percent (50%) of the perimeter. Can include habitable or uninhabitable Floor Area. See the following illustration:



**FLOOD PLAIN AREA.** An Area adjoining a river, Stream, or water course, or body of standing water in which a potential flood hazard exists when the Area experiences a

one hundred year storm, including, any Area designated as a Flood Plain by the Department of Housing and Urban Development or Federal Emergency Management Agency of the United States Government.

**FLOOR AREA.**

1. **Floor Area, Gross Commercial.** The Area of a Building including all enclosed Areas excluding parking areas. Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Commercial Floor Area. Areas below Final Grade used for commercial purposes including, but not limited to, storage, bathrooms, and meeting space, are considered Floor Area.
2. **Floor Area, Gross Residential.** The Area of a Building, including all enclosed Areas. Unenclosed porches, Balconies, patios and decks, vent shafts and courts are not calculated in Gross Residential Floor Area. Garages, up to a maximum Area of 600 square feet<sup>1</sup>, are not considered Floor Area. Basement and Crawl Space Areas below Final Grade are not considered Floor Area. Floor Area is measured from the finished surface of the interior of the exterior boundary walls.
3. **Floor Area, Net Leasable.** Gross Floor Area excluding common hallways, mechanical and storage Areas, parking, and restrooms.

**FLOOR AREA RATIO (FAR).** The maximum allowed Gross Floor Area divided by the Area of the Lot or Parcel.

**FOOT CANDLE.** A unit for measuring the amount of illumination on a surface. The measurement is a candle power divided by distance.

1. **Foot Candle, Average (afc).** The level of light measured at an average point of illumination between the brightest and darkest Areas, at the ground surface or four to five feet (4' to 5') above the ground surface.
2. **Foot Candle, Horizontal (hfc).** A unit of illumination produced on a horizontal surface, all points of which are one foot (1') from a uniform point source of one (1) candle.
3. **Foot Candle, Vertical (vfc).** A unit of illumination produced on a vertical surface, all points of which are one foot (1') from a uniform point source of one (1) candle.

**FRONTAGE.** That portion of a Lot abutting a public or private Right-of-Way and ordinarily regarded as the front of the Lot.

**FULLY SHIELDED.** Luminaires that are constructed so that no light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

**GARAGE.**

1. **Garage, Commercial.** A Building, or portion thereof, used for the storage or parking of motor vehicles for consideration.
2. **Garage, Front Facing.** Garages that face or are generally parallel to the Street frontage.
3. **Garage, Private.** An Accessory Building, or a portion of the Main Building, used for the storage of motor vehicles for the tenants or occupants of the Main Building and not by the general public.
4. **Garage, Public.** A Building or a portion thereof, used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles, that is open to the general public.

**GEOLOGIC HAZARD.** A hazard inherent in the crust of the earth, or artificially created, which is dangerous or potentially dangerous to life, Property or improvements, due to

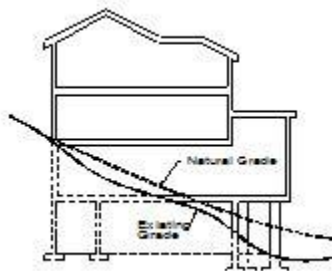
the movement, subsidence, or shifting of the earth. The term includes but is not limited to unstable Slopes, faulting landslides, and rock fall.

**GOOD CAUSE.** Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.

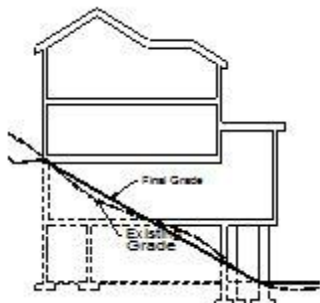
**GOVERNING BODY.** The City Council of Park City.

**GRADE.** The ground surface elevation of a Site or Parcel of land.

1. **Grade, Existing.** The Grade of a Property prior to any proposed Development or Construction Activity.
2. **Grade, Natural.** The Grade of the surface of the land prior to any Development Activity or any other man-made disturbance or Grading. The Planning Department shall estimate the Natural Grade, if not readily apparent, by reference elevations at points where the disturbed Area appears to meet the undisturbed portions of the Property. The estimated Natural Grade shall tie into the elevation and Slopes of adjoining Properties without creating a need for a new retaining wall, abrupt differences in the visual Slope and elevation of the land, or redirecting the flow of run-off water.



3. **Grade, Final.** The finished or resulting Grade where earth meets the Building after completion of the proposed Development Activity.



**GRADING.** Any earthwork or activity that alters the Natural or Existing Grade, including but not limited to excavating, filling or embanking.

**GREEN ROOF.** A roof of a Building that is covered with vegetation and soil, or a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems. This does not refer to roofs which are colored green, as with green roof shingles.

**GROUP CARE FACILITY.** A Building or Structure where care, protection, supervision, and limited medical care are provided on a regular schedule for up to ten (10) children or adults, including caretakers. May include multiple overnight stays.

**GRUBBING.** The removal or destruction of vegetation, including disturbance to the root system or soil surface by mechanical, chemical or other means.

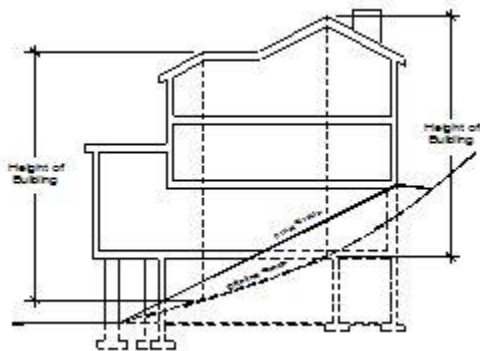
**GUARANTEE.** Any form of security including a cash deposit with the City, a letter of credit, or an Escrow agreement in an amount and form satisfactory to the City or some combination of the above as approved by the city or an approved equal, including but not limited to a lien on the Property.

**GUEST HOUSE.** An Accessory Building and dwelling intended for non-rent paying guests of the primary Dwelling Unit's residents. Guest Houses are not a lodging Use where typical lodging services are provided. Payment is not allowed.

**HABITABLE SPACE (ROOM).** Space in a Structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage, or utility space, and similar Areas are not considered Habitable Space.

**HARD-SURFACED.** Covered with concrete, brick, asphalt, or other Impervious Surface.

**HEIGHT, BUILDING.** The vertical distance under any roof or roof element to Existing Grade. See LMC Chapter 15-2, Zoning Districts, for various exceptions within the different Zoning Districts.



**HELIPAD.** A facility without the logistical support provided by a Heliport where helicopters take off and land. Helipads do not include facilities for maintenance, repair, fueling, or storage of helicopters.

**HELIPORT.** Any landing Area used for the landing and taking off of helicopters, including all necessary passenger and cargo facilities, fueling, and emergency service facilities.

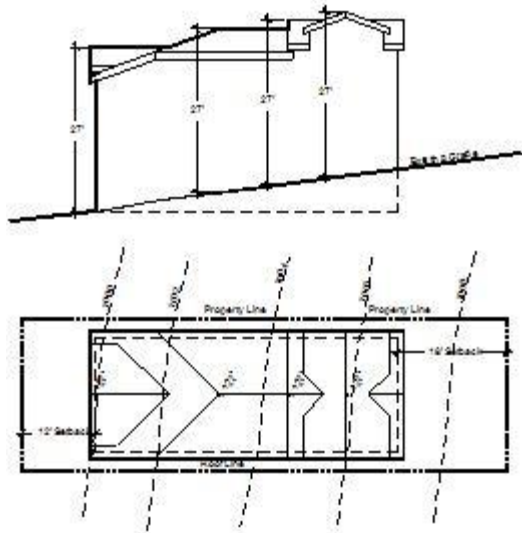
**HELISTOP.** Any landing Area used for the taking off or landing of private helicopters for the purpose of picking up and discharging passengers or cargo. This facility is not open to use by any helicopter without prior permission having been obtained.

**HISTORIC.** That which has interest or value to the heritage, background and/or cultural character of Park City and its environs.

**HISTORIC BUILDING, STRUCTURE, SITE OR OBJECT.** Any Building, Structure, Site and/or object, as designated by the Historic Preservation Board to demonstrate Historic Significance as set forth in LMC Chapter 15-11.

**HISTORIC DISTRICT.** A geographically definable Area possessing a significant concentration, linkage, or continuity of Buildings, Structures, Sites or objects united by past events, plan or physical Development. A Historic District may comprise an

individual Site or individual elements separated geographically but linked by association, plan, design, or history.



Historic

#### District Building Height

**HISTORIC INTEGRITY.** The ability of a Site to retain its identity and, therefore, convey its Significance in the history of Park City. Within the concept of Historic Integrity, Park City Municipal Corporation recognizes seven (7) aspects or qualities as defined by the National Park Service, that in various combinations define integrity. They are as follows:

1. **Location.** The place where the Historic Site was constructed or the Historical event took place.
2. **Design.** The combination of physical elements that create the form, plan, space, Structure, and style of a Site. Design includes such considerations as the structural system, massing, arrangement of spaces, pattern of fenestration, textures and colors of surface materials, type, amount and style of ornamental detailing, and arrangement and type of plantings in the designed landscape.
3. **Setting.** The physical environment, either natural or manmade, of a Historic Site, including vegetation, topographic features, manmade features (paths, fences, walls) and the relationship between Structures and other features or open space.
4. **Materials.** The physical elements that were combined or deposited during a particular period of time in a particular pattern or configuration to form a Historic Site.
5. **Workmanship.** The physical evidence of the crafts of a particular culture or people during any given period of history, including methods of construction, plain or decorative finishes, painting, carving, joinery, tooling, and turning.
6. **Feeling.** A Site's expression of the aesthetic of Historic sense of a particular period of time. Feeling results from the presence of physical features that, taken together, convey the Property's Historic character.
7. **Association.** The direct link between an important Historic era or Person and a Historic Site. A Site retains association if it is in the place where the activity occurred and is sufficiently intact to convey that relationship to an observer.

**HISTORIC SITES INVENTORY.** A list of Historic Sites, as determined by the Historic Preservation Board, that meets specified criteria set forth in Land Management Code Chapter 15-11.

**HISTORIC STRUCTURES REPORT (HSR).** A multi-disciplinary planning document, often created by a team of professionals that provides a forum to identify historic fabric and the means to minimize its loss, damage, or adverse effects upon it. The HSR generally includes the history of construction, alterations, owners, and significant events at the property based on physical and documentary evidence; current conditions; remaining significant and character-defining features; evaluation of current and proposed program needs in relation to the historic fabric; recommended overall treatment approaches; recommended treatment for individual features or areas; prioritization of recommendations and cost estimates; and identification of future areas of research or documentation. The report provides a framework for owners and stewards to consider physical alterations to the property with the understanding of how the proposed work will impact the historic fabric and character.

**HOME OCCUPATION.** A Business carried on entirely within a dwelling by Persons residing within the dwelling, which Business is clearly incidental and secondary to the Use of the dwelling for residential purposes.

**HOSPITAL.** An institution specializing in clinical, temporary or emergency medical services to humans and/or licensed by the state to provide facilities and services in surgery, obstetrics, and general medical practice. Does not include Uses defined as "Office, Medical".

1. **Hospital, Limited Care.** An institution licensed by the state to provide out-patient medical or surgical care and related services without overnight stay.

**HOTEL/MOTEL.** A Building containing sleeping rooms for the occupancy of guests for compensation on a nightly basis that includes accessory facilities such as restaurants, bars, spas, meeting rooms, on-site check-in lobbies, recreation facilities, group dining facilities, and/or other facilities and activities customarily associated with Hotels, such as concierge services, shuttle services, room service, and daily maid service. Hotel/Motel does not include Nightly Rental Condominium projects without restaurants, bars, spas, and on-site check-in lobbies. Lockout Units or Bed and Breakfast Inns and Boarding Houses are not Hotels. Hotels are considered a lodging Use and ownership of units may be by a condominium or timeshare instrument Hotel rooms may include a Lockout as part of the Unit.

1. **Hotel, Major.** A Hotel with more than fifteen (15) Hotel Rooms.

2. **Hotel, Minor.** A Hotel, Motel, with fewer than sixteen (16) Hotel Rooms.

**HOTEL ROOM.** A Unit consisting of one (1) room, without a Kitchen, intended for temporary living and sleeping purposes and including a separate, exclusive bathroom.

**HOTEL SUITE.** Two (2) or more interconnected Hotel Rooms with a single corridor or exterior Access. May include a Kitchenette. See Bed and Breakfast Inn, Lockout Unit, and Boarding House.

**IMPACT ANALYSIS.** A determination of the potential effects(s), environmental, fiscal, social, etc., upon the community of a proposed Development.

**IMPERVIOUS SURFACE.** Any hard-surfaced, man-made area that does not readily absorb or retain water, including but not limited to building roofs, parking and driveway areas, sidewalks, patios, and paved recreation areas.



**INACTION.** An Application is Inactive and subject to denial on the basis of Inactivity if, through the act or omission of the Applicant and not the City:

1. more than six (6) months has passed since a request for additional information was made by the Department staff without response from the Applicant;
2. upon notice the Applicant is more than sixty (60) days in default of the payment of any fee assessed by ordinance, or has not paid the fee under protest;
3. the Applicant has stated an intent to abandon the project;
4. the Application appears to have been filed in bad faith for the purpose of attempting to vest rights prior to a zoning change, without actual intent to construct the project applied for.

**INCIDENTAL RETAIL SALES.** The sale of common items associated with a Home Occupation and not produced on the premises that might be sold along with a product that is, such as a picture frame for a photo, or a swatch of material or extra buttons for an item of clothing, etc.

**INDOOR ENTERTAINMENT FACILITY.** An establishment or enterprise for the purpose of amusing or entertaining Persons for profit or non-profit and generally contained within a Structure. Such Uses include, but are not limited to, theater, playhouse, cinema, performing arts, planetarium, discovery center, museum, or bowling alley.

**KITCHEN.** An enclosed Area for the preparation of food and containing a sink, refrigerator, and stove.

1. **Kitchen, IBC Commercial.** A Kitchen that is required by the International Building Code (IBC), because of the nature of the cooking or food preparation activities, to have commercial food heat-processing equipment, such as compensating hoods, grease filters, kitchen hoods, and similar types of equipment.

**KITCHENETTE.** An Area used or designed for the preparation of food and containing a sink, refrigerator and an electrical outlet which may be used for a microwave oven. No 220V outlet for a range or oven is provided. A Kitchenette is not intended to be used in such a manner as to result in the establishment of an additional Dwelling Unit.

**LANDMARK.** A Property, Building, or Structure designated as a “Landmark” by the Historic Preservation Board (HPB) pursuant to the procedures prescribed herein, that is worthy of rehabilitation, restoration, and preservation because of its Historic and/or architectural Significance to Park City.

**LANDMARK SITE.** Any Site, including Building (main, attached, detached, or public), Accessory Building, and/or Structure that is determined by the Historic Preservation Board to meet specified criteria set forth in LMC Chapter 15-11.

**LANDSCAPING.**

1. **Landscaping, Interior.** Planting islands located within the Parking Area.
2. **Landscaping, Parking Area.** Includes all spaces, aisles, and drives as defined by the top-back of curb or edge of pavement.
3. **Landscaping, Perimeter.** Planting Areas between the Property Line and Parking Area.

**LIFTWAY.** The necessary Right-of-Way, both surface and air space, for the operation of any tram or ski lift.

**LIFTWAY SETBACK.** The minimum allowable distance between the side line of the Liftway and any Structure.

**LIGHT SOURCE.** A single artificial point source of luminescence that emits a measurable radiant energy in or near the visible spectrum.

1. **Light Source, Refractive.** A Light Source that controls the Vertical and Horizontal Foot Candles and eliminates glare.

**LIMITS OF DISTURBANCE.** The designated Area in which all Construction Activity must be contained.

**LOCKOUT UNIT.** An Area of a dwelling with separate exterior Access and toilet facilities, but no Kitchen.

**LOT.** A unit of land described in a recorded Subdivision Plat.

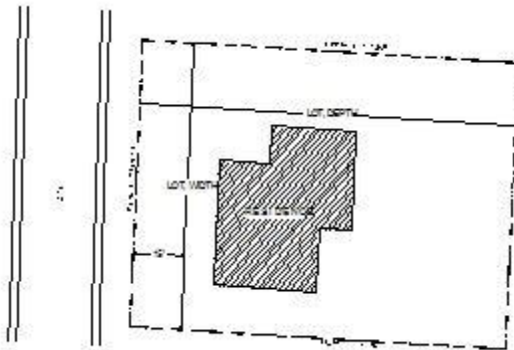
1. **Lot, Corner.** A Lot situated at the intersection of two (2) Streets, the interior angle of such intersection not exceeding 135 degrees (135°).

**LOT DEPTH.** The minimum distance measured from the Front Property Line to the Rear Property Line of the same Lot.

**LOT LINE.** Any line defining the boundaries of a Lot.

**LOT LINE ADJUSTMENT.** The relocation of the Property Line between two (2) adjoining Lots.

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



**LUMEN.** A measurement of light output or the amount of light emitting from a Luminaire.

**LUMINAIRE.** A complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

1. **Luminaire, Cutoff-Type.** A Luminaire with shields, reflectors, refractors, or other such elements that direct and cut-off emitted light at an angle less than ninety degrees (90°).
2. **Luminaire, Fully Shielded.** Luminaires that are constructed so that no light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.
3. **Luminaire, Partially Shielded.** Luminaires that are constructed so that no more than ten percent (10%) of the light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

**MASTER FESTIVAL.** Any event held on public or private Property in which the general public is invited with or without charge and which creates significant public impacts through any of the following:

1. The attraction of large crowds;

2. Necessity for Street closures on Main Street or any arterial Street necessary for the safe and efficient flow of traffic in Park City;
3. Use of public Property;
4. Use of City transportation services;
5. Use of off-Site parking facility, or;
6. Use of amplified music in or adjacent to a residential neighborhood.

**MASTER PLANNED DEVELOPMENT (MPD).** A form of Development characterized by a comprehensive and unified Site plan and design reviewed under the Master Planned Development review processes described in LMC Chapter 15-6. The MPD generally includes a number of housing units; a mix of Building types and land Uses; clustering Buildings and providing Open Space; flexibility in Setback, Height, and Density allocations; and providing additional valued community amenities.

**MATERIAL DECONSTRUCTION OR DISMANTLING.** The disassembly of structures for the purpose of salvaging and reusing as many of the construction materials or building components. In some cases, deconstruction or dismantling may be used to remove non-historic materials from a historic site or structure or to remove those historic construction materials or building components that are beyond repair.

**MAXIMUM EXTENT FEASIBLE.** The maximum mitigation where no prudent, practical and feasible alternative exists to completely mitigate the adverse impact. Economic considerations may be taken into account but shall not be the overriding factor in determining "Maximum Extent Feasible".

**MAXIMUM HOUSE SIZE.** A measurement of Gross Floor Area.

**MODEL HOME.** A Dwelling Unit used initially for display or marketing purposes which typifies the units that will be constructed.

**NEIGHBORHOOD CONVENIENCE, COMMERCIAL.** Any retail establishment offering for sale prepackaged or fresh food products, beverages, household items, or other goods commonly associated with the same, not including automobile fuel sales, and having a maximum Gross Floor Area of 3,500 square feet.

**NIGHTLY RENTAL.** The rental of a Dwelling Unit or any portion thereof, including a Lockout Unit for less than thirty (30) days to a single entity or Person. Nightly Rental does not include the Use of Dwelling Units for Commercial Uses.

**NON-COMPLYING STRUCTURE.** A Structure that:

1. legally existed before its current zoning designation; and
2. because of subsequent zoning changes, does not conform to the zoning regulation's Setback, Height restrictions, or other regulations that govern the Structure.

**NON-CONFORMING USE.** A Use of land that:

1. legally existed before its current zoning designation;
2. has been maintained continuously since the time the zoning regulation governing the land changed; and
3. because of subsequent zoning changes, does not conform to the zoning regulations that now govern the land.

**NOTEWORTHY.** Deserving notice or attention because of uniqueness, excellence, or Significance.

**NURSERY, GREENHOUSE.** A Business where young plants are raised for experimental horticultural purposes, for transplanting, or for sale.

**NURSING HOME.** A Business described also as a “rest home”, or “convalescent home”, other than a Hospital in which Persons are generally lodged long-term and furnished with care rather than diagnoses or treatment. Also see Group Care Facility.

**OFF-SITE.** Any premises not located within the Property to be Developed or Subdivided, whether or not in the same ownership of the Applicant for Development or Subdivision approval.

**OFF-STREET.** Entirely outside of any City Right-of-Way, Street, Access easement, or any private Access drive, or Street required by this Title.

**OFFICE.**

1. **Office, General.** A Business offering executive, administrative, professional, or clerical services performed with limited client visits and limited traffic generation; that generally employs fewer than three persons per one thousand square feet of Net Leasable Floor Area.
2. **Office, Intensive.** Business offering executive, administrative, professional or clerical services performed with a high level of client interaction and a high level of traffic generation; that employs five or more persons per one thousand square feet of Net Leasable Floor Area.
3. **Office, Medical.** A Business wherein services are performed for the diagnosis and treatment of human and animal patients, with a moderate to high level of client interaction and traffic generated by employees and/or clients. A Medical Office includes Veterinarian clinics. A Medical Office does not include an overnight care facility for humans, but would allow overnight care for small animals associated with a Veterinarian clinic, but does not include pet boarding Uses for non-medical related reasons.
4. **Office, Moderately Intensive.** A Business offering executive, administration, professional, or clerical services performed with a moderate level of client interaction and traffic generation; that generally employs fewer than five persons per one thousand square feet of Net Leasable Floor Area.

**OFFICIAL STREETS MASTER PLAN.** As adopted by the City Council, the designation of each existing and planned Street and Right-of-Way, and those located on approved and filed plats, for the purpose of providing for the Development of the Streets, highways, roads, and Rights-of-Way and for their future improvement, reconstruction, realignment, and necessary widening, including provision for curbs and sidewalks. The classification of each Street and Right-of-Way is based upon its location in the respective Zoning District of the City, its present and estimated future traffic volume and its relative importance and function.

**OFFICIAL ZONING MAP.** The map adopted by the City Council pursuant to law showing the Streets, Zoning Districts, and City boundaries; and any amendments or additions thereto resulting from the approval of Subdivision or Annexation Plats and the subsequent filing of such approved plats.

**ONE BEDROOM APARTMENT.** A Dwelling Unit consisting of a living room, a Kitchen, which may be a part of the living room, a separate room designed and intended as a Bedroom, and a bathroom for the exclusive Use of that unit.

**OPEN SPACE.**

1. **Open Space, Landscaped.** Landscaped Areas, which may include local government facilities, necessary public improvements, and playground equipment, recreation amenities, public landscaped and hard-scaped plazas, and public pedestrian amenities, but excluding Buildings or Structures.
2. **Open Space, Natural.** A natural, undisturbed Area with little or no improvements. Open space may include, but is not limited to, such Areas as Ridge Line Area, Slopes over thirty percent (30%), wetlands, Stream Corridors, trail linkages, Subdivision or Condominium Common Area, or view corridors.
3. **Open Space, Transferred Development Right (TDR).** That portion of a Master Planned Development, PUD, Cluster Plan or other Development plan from which Density is permanently Transferred. This Area may be either Natural or Landscaped Open Space.

**ORDINARY HIGH WATER MARK.** The line on the bank to which the high water ordinarily rises annually in season as indicated by changes in the characteristics of soil, vegetation, or other appropriate means which consider the characteristics of the surrounding Areas. Where the ordinary high water mark cannot be found, the top of the channel bank shall be substituted. In braided channels, the ordinary high water mark or substitute shall be measured so as to include the entire stream feature.

**ORDINARY REPAIRS AND MAINTENANCE.** Work done on a Building in order to correct any deterioration, decay, or damage to a Building or any part thereof in order to restore same as or nearly as practical to its condition prior to such deterioration, decay, or damage.

**OUTDOOR USE OR EVENT.** Any land Use, Business or activity that is not conducted entirely within an enclosed Building or Structure, not including outdoor recreation activities and those Uses customarily associated with indoor Uses, such as parking, drive-up windows, ATM's, gas pumps, playgrounds, and such. Outdoor Uses include outdoor dining; outdoor food and beverage service stations and carts; outdoor storage and display of bicycles, kayaks, and canoes; and outdoor events and music.

**OWNER.** Any Person, or group of Persons, having record title to a Property, and the Owner's Agent.

**PARCEL.** An unplatted unit of land described by metes and bounds and designated by the County Recorder's Office with a unique tax identification number.

**PARKING.**

1. **Parking, Public.** A Parking Area or parking facility to be used by the public for fee or otherwise.
2. **Parking, Residential.** A Parking Area or Structure used exclusively for residential, non-commercial Uses.
3. **Parking, Shared.** The Development and Use of Parking Areas on two (2) or more separate Properties for joint Use by the businesses or residents on those Properties.

**PARKING AREA.** An unenclosed Area or Lot other than a Street used or designed for parking.

**PARKING LOT, COMMERCIAL.** A Parking Lot in which motor vehicles are parked for compensation or for Commercial Uses.

**PARKING SPACE.** An Area maintained for parking or storing an automobile or other vehicle, which is Graded for proper drainage and is Hard-Surfaced or Porous Paved.

**PARKING STRUCTURE.** A fully enclosed Structure designed and intended for parking.

**PASSENGER TRAMWAY.** A mechanical device to transport passengers and cargo by means of chairs or enclosed compartments attached to a cable or to rails, including each of the devices described in Section 72-11-102 of the Utah Code Annotated, as amended. Includes ski tows and ski lifts.

**PERIOD OF HISTORIC SIGNIFICANCE.** A specific period of time that provides a context for Historic Sites based on a shared theme.

**PERSON.** An individual, corporation, partnership, or incorporated association of individuals such as a club.

**PET SERVICES.**

1. **Household Pets.** Household pets include dogs, cats, rabbits, birds, other small companion animals such as gerbils and ferrets, and other similar animals owned for non-commercial use.
2. **Household Pet Boarding.** A commercial establishment for overnight boarding and care of four (4) or fewer dogs as well as other Household Pets, not under the care of a veterinarian, in purposely-designed establishment.
3. **Household Pet Daycare.** A commercial establishment that has a primary purpose of providing same day, short-term daycare of Household Pets in a purposely-designed establishment.
4. **Household Pet Grooming.** A commercial establishment where Household Pets are bathed, clipped, combed, or similarly cared for, for the purpose of enhancing their aesthetic value and/or health, and for which a fee is charged. Pet grooming also includes any self-service pet washing business where the customer washes his/her own pet or where other self-service grooming tasks are provided.
5. **Veterinary Clinic.** A facility maintained by or for the use of a licensed veterinarian in the care and treatment of animals wherein overnight care is prohibited except when necessary for medical purposes.

**PHYSICAL MINE HAZARDS.** Any shaft, adit, tunnel, portal, building, improvement or other opening or structure related to mining activity.

**PLANNED UNIT DEVELOPMENT (PUD).** Multiple, Single-Family or Duplex Dwelling Units, averaging no greater than 3,900 square feet per Dwelling Unit, clustered as much as possible with TDR Open Space and in which the overall design, size, mass, scale, Setback, materials, colors and visual character are integrated one with another.

**POROUS PAVING.** A substantial surfacing material designed and intended to support light vehicular movement. Porous Paving includes paving systems such as modular pavers which provide at least fifty percent (50%) surface exposure suitable for the establishment of plant materials and which substantially abates surface water runoff. Gravel and/or compacted soil are not Porous Paving. Porous paving includes pervious paving.

**PRELIMINARY PLAT.** The preliminary drawings of a proposed Subdivision, specifying the layout, Uses, and restrictions.

**PRESERVATION.** The act or process of applying measures necessary to sustain the existing form, integrity, and materials of a Historic Property. Work, including preliminary measures to protect and stabilize the Property, generally focuses upon ongoing maintenance and repair of Historic materials and features rather than extensive

replacement and new construction.

**PRESERVATION EASEMENT.** An easement that includes, as minimum stipulations, a conveyance of design approval for exterior changes, and a program whereby the Owner commits to restore and maintain a Structure following the Secretary of Interior's Standards for rehabilitation, in a form approved by the City. A time frame for completion of the restoration program may be specified in the easement agreement.

**PRIVATE EVENT.** An event, gathering, party or activity that is closed to the general public or that requires an invitation and/or fee to attend.

**PRIVATE EVENT FACILITY.** A facility where the primary Use is for staging, conducting, and holding Private Events.

**PRIVATE PLAZA.** Private Property in excess of seven hundred and fifty (750) square feet that serves as common area to adjoining Commercial Development and is free of Structures and is hard surfaced and/or landscaped. Private Plazas generally provide an Area for pedestrian circulation, common amenities, and act as a gathering space for private or public purposes.

**PROPERTY.** Any Parcel, Lot, or tract of land, including improvements thereon, in the possession of or owned by, or recorded as the real Property of, the same Person or Persons.

1. **Property, Storefront.** A separately enclosed space, Floor Area, tenant space or unit that has a storefront window or storefront entrance that fronts on a Public Street. Storefront Property includes the entire Floor Area associated with the storefront window or storefront entrance that fronts on the Public Street. For purposes of this provision, the term "fronts on a Public Street" shall mean a separately enclosed space, Floor Area, tenant space or unit with:
  - a. For Vertical Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; or
  - b. For Storefront Enhancement Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within thirty lateral/horizontal feet (30') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; and
  - c. A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.

In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as a "Storefront Property." The Planning Director or designee shall have the final determination of applicability.

**PROPERTY LINE.** The boundary line of a Parcel or Lot.

1. **Property Line, Front.** That part of a Parcel or Lot which abuts a Street.

**PROPERTY OWNER.** Any Person, or group of Persons, having record title to a Property, and the Owner's Agent.

**PUBLIC ART.** Any visual work of art displayed for two weeks or more in an open city-owned area, on the exterior of any city-owned facility, inside any city-owned facility in



areas designated as public areas, or on non-city property if the work of art is installed or financed, either wholly or in part, with city funds or grants procured by the city.

**PUBLIC IMPROVEMENT.** Any Building, water system drainage ditch, roadway, parkway, sidewalk, pedestrian way, tree, lawn, Off-Street Parking Lot, space or Structure, Lot improvement, or other facility for which the City may ultimately assume responsibility, or which may affect a City improvement.

**PUBLIC USE.** A Use operated exclusively by a public body, to serve the public health, safety, or general welfare.

**QUALIFIED HISTORIC PRESERVATION PROFESSIONAL.** A professional with a combination of education in a closely related field of study plus work experience to meet the Secretary of the Interior's Historic Preservation Qualification Standards. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. The standards are set for history, archaeology, architectural history, architecture, and historic architecture.

**QUALIFIED PROFESSIONAL.** A professionally trained Person with the requisite academic degree, experience, and professional certification or license in the field or fields relating to the matter being studied or analyzed.

**QUASI-PUBLIC USE.** A Use operated by a private nonprofit educational, religious, recreational, charitable, or philanthropic institution, serving the general public.

**RECEIVING SITE.** A Parcel of real property denoted as a receiving site in the Transfer of Development Rights Overlay Zone, as shown on the Park City zoning map. A receiving site is the site to which Development Credits may be Transferred.

**RECONSTRUCTION.** The act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving Site, landscape, Building, Structure or object for the purpose of replicating its appearance at a specific period of time and in its Historic location.

**RECREATION EQUIPMENT, OUTDOOR.** Playground equipment and accessory park related amenities, such as swing sets, slides, jungle gyms, sand boxes, picnic tables, volleyball nets, baseball backstops, basketball standards, frisbee golf holes, soccer goals, and similar amenities.

#### **RECREATION FACILITIES.**

1. **Recreation Facilities, Commercial.** Recreation Facilities operated as a Business on private or public Property and open to the public for a fee.
2. **Recreation Facilities, Private.** Recreation facilities operated on private Property and not open to the general public. Including Recreation Facilities typically associated with a homeowner or Condominium association, such as pools, tennis courts, playgrounds, spas, picnic Areas, similar facilities for the Use by Owners and guests.
3. **Recreation Facilities, Public.** Recreation facilities operated by a public agency and open to the general public with or without a fee.

**RECYCLING FACILITY.** A building, structure or land area used for the collection, processing or transfer of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.

1. **Recycling Facility, Class I.** Recycling containers totaling up to 60 cubic yards of capacity per residential lot or business used for the collection and temporary storage of recyclable materials such as glass, plastic, aluminum, mixed metals,

fiber, and cardboard. These facilities are generally, but not limited to the use by a specific residential neighborhood, civic facility, or commercial business park, and can be for the use of the entire community.

**REFRACTIVE LIGHT SOURCE.** A light source that controls the Vertical and Horizontal Foot Candles and eliminates glare.

**REGULATED USE.** A Use that is allowed, subject to certain regulations and restrictions as prescribed in this Code.

**REHABILITATION.** The act or process of making possible a compatible Use for a Property through repair, alterations, and additions while preserving those portions or features which convey its Historical, cultural, or architectural values.

**RESIDENTIAL USE.** Uses and project that consist primarily of activities that are residential in nature that may include other support Uses, such as support commercial, but where the primary Use is for human habitation and associated activities. Residential Use includes occupancy of a dwelling as living quarters and all associated Uses, but not including temporary Structures such as tents, railroad cars, trailers, or similar units.

**RESORT SUPPORT COMMERCIAL.** Use that is clearly incidental to, and customarily found in connection with, the principal Building or Use, and that is operated and maintained for the benefit and convenience of the Owners, occupants, employees, customers, or visitors to the principal Use or Building.

**RESTAURANT.** A Business in which food is prepared and sold for consumption.

1. **Restaurant, Drive-Through.** A Restaurant, Deli, Café, fast food Restaurant, or other similar Business that includes a window or similar feature which allows food to be ordered and taken from the premises for consumption elsewhere, without leaving a vehicle.

**RESTORATION.** The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of removal of features from other periods in its history and Reconstruction of missing features from the restoration period.

**RESUBDIVISION.** A change in a map of an approved or recorded Subdivision Plat if such change affects any Right-of-Way, or Lot Line; or any change in a map or plan legally recorded prior to the adoption of regulations controlling Subdivisions.

**RHYTHM AND PATTERN.** The development patterns established by factors including, but not limited to, the siting of existing structures, including their mass, scale, and height; the spacing of buildings along a streetscape, including setbacks and building sizes, spacing, size and proportion of façade openings, including windows and doors.

**RETAIL AND SERVICE.**

1. **Retail and Service, Commercial-Auto Related.** An establishment primarily engaged in the sale or rental of goods, merchandise, and services related to the automobile, such as auto repair, auto body work, painting, detailing, auto and auto related equipment sales, with moderate to high volume of customer turnover and moderate to high parking demand. These Uses do not include auto dismantling, salvage, junk yards, and similar Uses. Self-service car washes are included.
2. **Retail and Service, Commercial-Major.** A large scale Business engaged primarily in the sale or rental of goods, merchandise, or services with a high customer turnover and high parking demand. These establishments may have

large interior showrooms or semi-truck loading docks. Examples of these Uses include large department, grocery, variety, drug, super stores. Fully-enclosed car washes are included.

3. **Retail and Service, Commercial-Minor.** A Business primarily engaged in the sale or rental of goods, merchandise, or services with a low volume of customer turnover, low parking demand, and no outdoor storage of goods. These Uses do not include automobile or large equipment rental or sales. Such Uses include antique stores, art galleries, art supply stores, bakeries, book stores, clothing stores, candy stores, florists, gift shops, liquor stores, pharmacies, sporting goods stores, auto parts stores, interior design stores, and home furnishing stores.
4. **Retail and Service, Commercial-Personal Improvement.** A Business engaged in or offering courses and services for the enhancement of personal recreational interests, Business skills, vocational training, dance training, art and drama classes, public speaking, and similar Uses where the class or session meets as a group.

**RIDGE LINE AREA.** The top, ridge or Crest of Hill, or Slope plus the land located within one hundred fifty feet (150') on both sides of the top, crest or ridge.

**RIDING STABLE, COMMERCIAL.** A Structure and/or Site for horses, ponies, and/or mules, that is rented or used for compensation.

**RIGHT-OF-WAY.** A strip of land, dedicated to public Use that is occupied or intended to be occupied by a Street, crosswalk, trail, stairway, ski lift, railroad, road, utilities, or for another special Use.

**ROAD.**

1. **Road, Collector.** A road intended to move traffic from local roads to major thoroughways. A Collector Road serves a neighborhood or a large Subdivision.

**ROAD CLASSIFICATION.** The Streets, highways, Roads, and Rights-of-Way designated on the Streets master plan.

**ROAD RIGHT-OF-WAY WIDTH.** The distance between Property Lines measured at right angles to the center line of the Street.

**ROOF FORM.** The roof shape with the largest area of the Total Roof measured in square feet in plan is the Roof Form. The square feet in plan of architectural features such as dormers, cupolas, chimneys, elevators, etc. is not included in the calculation of the total level square feet of the Roof Form.

**CONTRIBUTING ROOF FORM.** The most visually prominent roof form viewed from the primary public right-of-way. Contributing Roof Form is determined by a three-dimensional visual roof analysis. Appropriate Contributing Roof Forms for residential Structures include gabled, hipped, and shed roofs.

**FLAT ROOF.** A roof form with less than or equal to a 2:12 (two:twelve) roof pitch.

**SECONDARY ROOF FORM.** Any roof shape included in a Structure's Total Roof, but not included in the calculation of the total square feet of the Roof Form as measured in plan view.

**TOTAL ROOF.** The protective framework sheltering a Structure's Footprint, including any roof overhangs.

**SALT LAKE CITY 2002 WINTER OLYMPIC GAMES OLYMPIC LEGACY DISPLAYS.** Official exhibits from the Salt Lake City 2002 Winter Olympic Games created and/or

provided by the Salt Lake Organizing Committee (SLOC) as part of the SLOC/Park City Municipal Corporation Olympic Services agreement and/or Olympic Master Festival License and approved by the City Council for installation on City Property, public Rights-of-Way and/ or within the Areas that were Olympic venue Sites during the 2002 Winter Olympic Games at Park City Mountain Resort and Deer Valley Resort, or replacement exhibits that expressly commemorate the Salt lake City 2002 Olympic Winter Games. Olympic Legacy Displays may include the following additional information:

1. Park City Municipal Corporation or Venue name and/or logo provided said information does not exceed twenty percent (20%) of the display area; and/or
2. Master Festival Event identification provided said information does not exceed twenty percent (20%) of the display area, and is not displayed for more than two (2) weeks unless otherwise approved as part of the Master Festival License.

**SATELLITE RECEIVING STATION.** Any apparatus or device designed for the purpose of transmitting and/or receiving radio, television, satellite microwave, or other electromagnetic energy signals between terrestrially and/or orbitally based Uses. This definition includes but is limited to what are commonly referred to as satellite earth stations, satellite microwave Antennas, TVRO's or dish Antennas. This definition does not include conventional television Antennae.

**SBWRD.** Snyderville Basin Water Reclamation District.

**SCREEN OR SCREENED.** The act, process, or result of visually and/or audibly shielding or obscuring a Structure or Use from adjacent Property by Fencing, walls, berms, densely planted vegetation or other landscaping features.

**SECONDARY LIVING QUARTERS.** An Area within a main dwelling which is used by the Property Owner or primary tenant as a dwelling for the private Use of the Property Owner's relatives, domestic help, caretakers, nursing staff, house guest, or similar user.

**SENDING SITE.** A Parcel of real property denoted as a sending site in the Transfer of Development Rights Overlay Zone, as shown on the Park City zoning map. A Sending Site is the Site from which Development Credits may be Trasnferred.

**SENSITIVE LAND.** Land designated as such by a Sensitive Lands Analysis and as reflected on the Official Zoning Map.

**SENSITIVE LANDS ANALYSIS.** A comprehensive analysis performed by a qualified professional(s) that examines, identifies, and delineates on a map and in a written report all Areas of a Property deemed to be environmentally and aesthetically important to the community as expressed in the Park City General Plan, including, but not limited to, Steep Slopes, Very Steep Slopes, Significant Ridge Line Areas, wetlands, streams and lakes, wildlife habitat Areas, entry corridors, Vantage Points, Significant Vegetation, and Wildfire/ Wildland Interface Zones.

**SENSITIVE OR SPECIALLY VALUED SPECIES.** Federally Threatened and Endangered Species; State of Utah Threatened and Endangered Species; State of Utah Species of Concern as identified in the document; animals and plants of special concern to the Park City Community as identified in the General Plan and in need of special protection.

**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.

**SEXUALLY ORIENTED BUSINESSES.** Businesses defined as such according to Municipal Code Section 4-9-4.

**SIGNIFICANCE.** The quality of having Historical consequence or being regarded as having great architectural value.

**SIGNIFICANT RIDGE LINE AREA.** Ridge lines in Areas deemed to be significant or sensitive as determined during the Sensitive Lands Analysis, the significance of these ridge lines is to be determined during the sensitive lands visual analysis process.

**SIGNIFICANT SITE.** Any Site, including a Building (main, attached, detached or public), Accessory Building, and/or Structure that is determined by the Historic Preservation Board to meet specified criteria set forth in LMC Chapter 15-11.

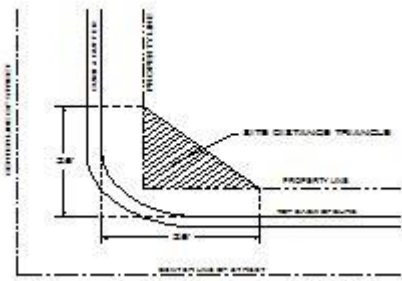
**SIGNIFICANT VEGETATION.** Includes all large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, all groves of small trees, and all clumps of oak or maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

**SINGLE FAMILY SUBDIVISION.** A Development consisting of primarily, although not exclusively, of Single Family Dwellings.

**SITE.** An Area, Lot, or piece of land where a Building (main, attached, detached or public), Accessory Building, and/or Structure was, is, or will be located.

**SITE DEVELOPMENT STANDARDS.** Regulations unique to each zone concerning standards for Development including, but not limited to Lot Areas, Setbacks, Building Height, Lot coverage, open space.

**SITE DISTANCE TRIANGLE.** A triangular Area at the intersection of two Streets formed by the Streets at Property Line and a line connecting them at points twenty-five feet (25') from the intersection of the Street lines.

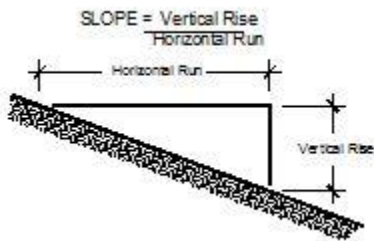


**SITE SUITABILITY ANALYSIS.** A comprehensive analysis of a Property or Site used in making a determination of appropriate Density considering such factors as Sensitive Lands, existing and proposed utilities and transportation systems, and other community objectives as stated in the General Plan.

**SKETCH PLAT.** A Sketch preparatory to the Preliminary Plat, or Subdivision Plat in the case of Minor Subdivisions, to enable the Owner to save time and expense in reaching general agreement with the Planning Commission as to the form of the plat.

**SLOPE.** The level of inclination of land from the horizontal plane determined by dividing the horizontal run or distance of the land into the vertical rise or distance of the same

land and converting the resulting figure in a percentage value.



1. **Slope, Steep.** Slope greater than fifteen percent (15%).
2. **Slope, Very Steep.** Slope greater than forty percent (40%).

**SOLAR ENERGY SYSTEM.** An energy system which converts solar energy to usable thermal, mechanical, chemical, or electrical energy to meet a structure's energy requirement.

**SPACING.** Distance between the closer edges of adjoining driveways or driveways and Right-of-Way lines of intersecting Streets.

**SPECIAL EVENT.** Any event, public or private, with either public or private venues, requiring City licensing beyond the scope of normal Business and/or liquor regulations, as defined by this Code, or creates public impacts through any of the following:

1. The use of City personnel;
2. Impacts via disturbance to adjacent residents;
3. Traffic/parking;
4. Disruption of the normal routine of the community or affected neighborhood; or
5. Necessitates Special Event temporary beer or liquor licensing in conjunction with the public impacts, neighborhood block parties or other events requiring Street closure of any residential Street that is not necessary for the safe and efficient flow of traffic in Park City for a duration of less than one (1) day shall be considered a Special Event.

**STEALTH.** A Telecommunications Facility which is disguised as another object or otherwise concealed from public view.

**STOREFRONT PROPERTY.** See Property, Storefront.

**STORY.** The vertical measurement between floors taken from finish floor to finish floor. For the top most Story, the vertical measurement is taken from the top finish floor to the top of the wall plate for the roof Structure.

**STREAM.** A naturally-fed water course, that flows year round or intermittently during years of normal rainfall. This definition excludes ditches and canals constructed for irrigation and drainage purposes.

**STREAM CORRIDOR.** The Corridor defined by the Stream's Ordinary High Water Mark.

**STREET.** Any highway, avenue, boulevard, parkway, road, lane, walk, alley, viaduct, subway, tunnel, bridge, easement, or other way.

1. **Street, Public.** A Street that has been dedicated to and accepted by the City Council; that the City has acquired and accepted by prescriptive right; or that the City owns in fee.

**STREETSCAPE.** The distinguishing characteristics of a particular Street including paving materials, adjacent space on both sides of the Street, landscaping, retaining walls, sidewalks, Building Facades, lighting, medians, Street furniture, and signs.

1. **Streetscape, Architectural.** The Architectural Streetscape required as part of the Historic District Design Review process and Steep Slope CUP process.

**STRUCTURE.** Anything constructed, the Use of which requires a fixed location on or in the ground, or attached to something having a fixed location on the ground and which imposes an impervious material on or above the ground; definition includes “Building”.

**STUDIO APARTMENT.** A Dwelling Unit consisting of a single room equipped for cooking, living, and sleeping, having a separate bathroom or Kitchen for the exclusive Use of the dwelling, and a Floor Area of not more than one thousand square feet (1,000 sq. ft.).

**SUBDIVISION.** Any land, vacant or improved, which is divided or proposed to be divided or combined into one (1) or more Lots, Parcels, Site, Units, plots, or interests for the purpose of offer, sale, lease, or Development, either on the installment plan or upon any all other plans, terms, and conditions, including Resubdivision. Subdivision includes the division or Development of residential and nonresidential zoned land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat, or other recorded instrument. Subdivision includes the creation of a single lot of record from a Lot, Parcel, Site, Unit, plot, or other division of land.

1. **Subdivision, Major.** All Subdivisions of four (4) or more Lots, or any size Subdivision requiring any new Street or extension of municipal facilities, or the creation of any Public Improvements.
2. **Subdivision, Minor.** Any Subdivision containing not more than three (3) Lots fronting on an existing Street, not involving any new Street, or the extension of municipal facilities, or the creation of any Public Improvements, and not adversely affecting the remainder of the Parcel or adjoining Property, and not in conflict with any provision or portion of the General Plan, Official Zoning Map, Streets Master Plan, or these regulations.

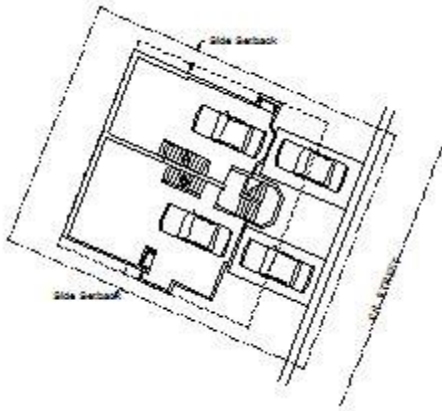
**SUBDIVISION PLAT.** The final map or drawing, on which the Applicant’s plan of Subdivision is presented to the City Council for approval and which, if approved, may be submitted to the Summit County Recorder for filing.

**SUBSTANTIAL BENEFIT.** Significant improvement or positive effect that will fill a community need and/or meet a specified City Council goal and provide a considerable economic, financial, or environmental benefit to the community that does not currently exist.

**SUITABILITY DETERMINATION.** A determination by the Planning Director whether Development at increased Densities due to a Density Transfer from a Sensitive Area is Compatible with Development on surrounding or adjacent Property.

**TANDEM PARKING.** A parking design which allows parking one (1) vehicle behind another. Such parking may not include more than two (2) cars in depth, and may not

require occupants of separate Dwelling Units to park behind one another.



**TELECOMMUNICATIONS.** The transmission between or among points specified by a user, of information of the user's choosing, without change in the form or content of the information as sent or received.

**TELECOMMUNICATIONS FACILITY.** A Telecommunications Facility consists of Antenna, Equipment Shelters, and related Structures used for transmitting and/or receiving Telecommunications and/or radio signals.

1. **Telecommunications Facility, Co-Location.** The location of Telecommunications Facility on an existing Structure, tower, or Building, in such a manner that precludes the need for that Telecommunications Facility to be located on a free-standing Structure of its own.
2. **Telecommunications Facility, Equipment Shelter.** A cabinet or Building used to house equipment for Telecommunications Facilities.
3. **Telecommunications Facility, Stealth.** A Telecommunications Facility which is disguised as another object or otherwise concealed from public view.
4. **Telecommunications Facility, Technical Necessity.** A particular design, placement, construction, or location of a Telecommunications Facility that is technically necessary for Telecommunications consistent with the Federal Telecommunications Act of 1996, as amended.

**TEMPORARY IMPROVEMENT.** A Structure built, or installed, and maintained during construction of a Development, or during a Special Event or activity and then removed prior to release of the performance Guarantee. Does not include temporary storage units, such as PODS or other similar structures used for temporary storage that are not related to a Building Permit for construction of a Development and are not part of an approved Special Event or activity.

**TIMESHARE CONVERSION.** The conversion into a Timeshare Project of any Property and the existing Structure(s) attached thereto.

**TIMESHARE ESTATE.** A Timeshare Estate shall be defined in accordance with Utah Code Section 57-19-2, as amended, excluding Private Residence Club ownership.

**TIMESHARE INSTRUMENT.** Any instrument whereby the Use, occupancy, or possession of real Property has been made subject to either a Timeshare Estate or Timeshare Use, and whereby such Use, occupancy, or possession circulates among three (3) or more purchasers of the Timeshare Intervals according to a fixed or floating time schedule on a periodic basis occurring annually over a period of time in excess of



three (3) years in duration.

**TIMESHARE INTERVAL.** A Timeshare Estate or a Timeshare Use.

**TIMESHARE OFF-PREMISES CONTACTING ACTIVITY.** Activity occurring outside of a Timeshare Project that is engaged in by off-premises timeshare contacting personnel in an effort to induce Persons to attend a Timeshare Sales Presentation. Off-Premises Timeshare Contacting Activity must be confined to a fully enclosed Building.

**TIMESHARE OFF-PREMISES SALES ACTIVITY.** Original timeshare sales and resale activity occurring outside of a Timeshare Project. Off-Premises Timeshare Sales shall be confined to a fully enclosed Building and is subject to business license regulation.

**TIMESHARE OFF-PREMISES SALES OFFICE.** An office outside of a Timeshare Project, wherein Timeshare Sales Presentations are made and other marketing related activities are conducted in an effort to generate Timeshare Interval sales or resales.

**TIMESHARE ON-SITE SALES ACTIVITY.** Timeshare sales activity occurring within a Timeshare Project.

**TIMESHARE ON-SITE SALES OFFICE.** An office located within a Timeshare Project wherein Timeshare Sales Presentations are made and other marketing related activities are conducted in an effort to generate Timeshare Interval sales.

**TIMESHARE PROJECT.** Any Property that is subject to a Timeshare Instrument, including a Timeshare Conversion.

**TIMESHARE SALES PRESENTATION.**

1. An offer to sell or reserve a Timeshare Interval;
2. An offer to sell an option to purchase a Timeshare Interval;
3. The sale of a Timeshare Interval, or an option to purchase a Timeshare Interval;  
or
4. The reservation of a Timeshare Interval, whether the Timeshare Interval is located within or without the State of Utah.

**TIMESHARE UNIT.** That unit of Property and time where possession and Use are allowed under a contract from seller to purchaser, excluding Private Residence Club units.

**TIMESHARE USE.** Any contractual right of exclusive occupancy created by a Timeshare Instrument which does not fall within the definition of "Timeshare Estate", including, without limitation, a vacation license, general partnership interest, limited partnership interest, vacation bond, or beneficial interest in a trust, and the documents by which the right of exclusive occupancy is transferred, excluding Private Residence Club Use.

**TRANSFER.** Any action which results in the sale, exchange, or joint venturing of development credits from one property to another property.

**TRANSFERRED DEVELOPMENT RIGHT (TDR) OPEN SPACE.** That portion of a Master Planned Development, PUD, Cluster Plan or other Development plan from which Density is permanently Transferred. This Area may be either Natural or Landscaped Open Space.

**TRANSPORTATION SERVICES.** A Business involving transit operations, taxis, shuttle services, rental cars, or similar transit-related services.

**UDOT.** Utah State Department of Transportation, an agency that maintains and regulates State Highways.

**UNIFORMITY RATIO.** The ratio between the average and minimum light distribution or luminance across a given Area.

**UNIT EQUIVALENT.** The Density factor applied to different sizes and configurations of Dwelling Units and commercial spaces.

**USE.** The purpose or purposes for which land or Structures are occupied, maintained, arranged, designed, or intended.

1. **Use, Intensity of.** The maximum number of residential units, or commercial, or industrial space within a specified land Area designated for that purpose.

**UTAH PUBLIC NOTICE WEBSITE.** A website dedicated to bringing greater accessibility to public notice information and increased participation by the public in the State of Utah. It is a central source for all public notice information statewide, provided in a standardized format for publishing. It allows the public to subscribe by either RSS feed or email to receive its notices and updates. <http://www.utah.gov/pmn/index.html>.

**VANTAGE POINTS.** A height of five feet (5') above a set reference marker in the following designated Vantage Points within Park City that function to assist in analyzing the visual impact of Development on hillsides and Steep Slopes:

1. Osguthorpe Barn;
2. Treasure Mountain Middle School;
3. Intersection of Main Street and Heber Avenue;
4. Park City Ski Area Base;
5. Snow Park Lodge;
6. Park City Golf Course Clubhouse;
7. Park Meadows Golf Course Clubhouse;
8. State Road 248 at the turn-out one quarter mile west from U.S. Highway 40;
9. State Road 224, one-half mile south of the intersection with Kilby Road;
10. Intersection of Thaynes Canyon Drive and State Road 224; and
11. Across valley view.

**VEHICLE CONTROL GATE.** Any gate, barrier, or other mechanism to limit vehicular Access on or across a Street.

**WETLAND, SIGNIFICANT.** All wetlands that occupy a surface Area greater than one-tenth (1/10) acre or are associated with permanent surface water or that are adjacent to, or contiguous with, a Stream Corridor.

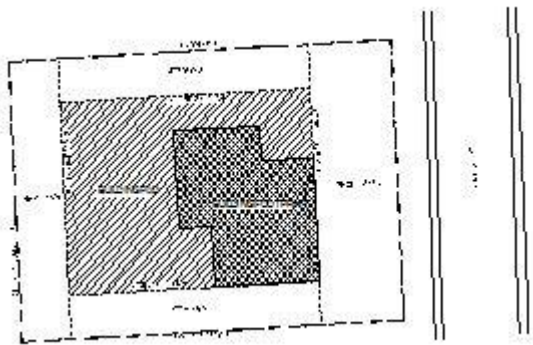
**WILDFIRE/WILDLAND INTERFACE ZONE.** All Areas within the Sensitive Areas Overlay Zone are within the Wildfire/Wildlife Interface Zone unless the City Fire Marshal determines otherwise based upon the amount of vegetative cover, including coniferous or deciduous trees, gamble oak or high shrub, and mixed forest, and steepness.

**WIND ENERGY SYSTEM, SMALL.** All equipment, machinery, and Structures utilized in connection with the conversion of wind to electricity. This includes, but is not limited to, storage, electrical collection and supply equipment, transformers, service and Access roads, and one (1) or more wind turbines, which has a rated nameplate capacity of 100kW or less.

**XERISCAPE.** A landscaping method developed especially for arid and semiarid climates utilizing water-conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation).

**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.
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:



**ZONE HEIGHT.** The base Building height permitted in the Zoning District prior to Application of any allowable height exceptions.

**ZONING DISTRICT.** An Area identified on the Official Zoning Map to which a uniform set of regulations applies as set forth herein, which districts are co-terminus with, and which are designed to implement the Park City General Plan.

**ZONING MAP, OFFICIAL.** The map adopted by the City Council depicting the geographic scope of the City’s land Use designations.

<sup>1</sup>400 sq. ft. in Historic Districts

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

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

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

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

*Amended by Ord. 05-01 on 1/13/2005*

*Amended by Ord. 06-86 on 12/21/2006*

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

*Amended by Ord. 07-55 on 8/30/2007*

*Amended by Ord. 08-07 on 3/13/2008*

*Amended by Ord. 09-05 on 1/22/2009*

*Amended by Ord. 09-09 on 2/12/2009*

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

*Amended by Ord. 09-14 on 4/9/2009*

*Amended by Ord. 09-23 on 7/9/2009*  
*Amended by Ord. 09-40 on 11/5/2009*  
*Amended by Ord. 11-05 on 1/27/2011*  
*Amended by Ord. 11-12 on 3/31/2011*  
*Amended by Ord. 12-37 on 12/20/2012*  
*Amended by Ord. 14-57 on 11/20/2014*  
*Amended by Ord. 15-53 on 12/17/2015*  
*Amended by Ord. 16-02 on 1/7/2016*  
*Amended by Ord. 16-15 on 3/24/2016*  
*Amended by Ord. 2016-44 on 9/15/2016*  
*Amended by Ord. 2016-48 on 10/20/2016*  
*Amended by Ord. 2017-09 on 4/27/2017*  
*Amended by Ord. 2017-29 on 6/15/2017*  
*Amended by Ord. 2017-45 on 8/17/2017*  
*Amended by Ord. 2017-59 on 11/9/2017*

## **15-15-2 LIST OF DEFINED TERMS**

### **-A-**

Access  
Accessory Apartment  
Accessory Building  
Accessory Use  
Active Building Permit  
Administrative Permit  
Affected Entity  
Affordable Housing  
Agent  
Agriculture  
Allowed Use  
Alteration, Building  
Ancillary Structure  
Anemometers and Anemometer Towers  
Antenna  
Antenna, Test Drive  
Antenna, Enclosed  
Antenna, Freestanding  
Antenna, Roof Mounted  
Antenna, Temporary  
Antenna, Wall Mounted  
Apartment  
Applicant  
Application  
Application, Complete  
Architectural Detail  
Area or Site

Attic

**-B-**

Bakery

Balcony

Bar

Barrel Roof

Base Zoning

Basement

Bay Window

Bed and Breakfast Inn

Bedroom

Billboard

Blank Wall

Block

Boarding House

Building

Building, Attached

Building, Detached

Building, Main

Building, Public

Building Alteration (see Alteration,  
Building)

Building Envelope

Building Footprint

Building Pad

Building Permit

Business

**-C-**

Café

Canopy

Capital Improvements Program

Certificate of Appropriateness

Certificate of Economic Hardship

Certificate of Occupancy

Child Care

Child Care, In-Home Babysitting

Child Care, Family

Child Care, Family Group

Child Care Center

City Development

Clearview of Intersecting Streets

Club

Club, Amenities

Club, Private

Club, Private Residence  
Club, Private Residence Conversion  
Club, Private Residence Off-Site  
Club, Private Residence Project  
Cluster Development  
Code  
Collector Road  
Co-Location (see Telecommunications Facility, Co-Location)  
Commercial Use  
Commercial Use, Support  
Commercial Use, Resort Support  
Common Area  
Common Ownership  
Compatible or Compatibility  
Compatibility, Visual  
Conditional Use  
Condominium  
Conservation Activity  
Conservation Easement  
Constitutional Taking  
Construction Activity  
Construction Mitigation Plan  
Construction Plan  
Continuity  
Contributing Building, Structure, Site/Area or Object  
Conventional Chain Business  
Council  
Cover, Site  
Crawl Space  
Crest of Hill  
Cul-de-sac

**-D-**

Deck  
Deli or Delicatessen  
Demolish or Demolition  
Density  
Design Guideline  
Detached  
Developable Land  
Developer  
Development  
Development Agreement  
Development Approval Application  
Development Credit  
Development Credit Certificate

Development Right  
Disabled Care  
Dissimilar Location  
Dwelling, Duplex  
Dwelling, Triplex  
Dwelling, Multi-Unit  
Dwelling, Single Family  
Dwelling Unit

**-E-**

Economic Hardship, Substantial  
Elder Care  
Elevator Penthouse  
Emergency Repair Work  
Equipment Shelter (see Telecommunications Facility, Equipment Shelter  
Escrow  
Essential Historic Form  
Exterior Architectural Appearance

**-F-**

Facade, Building  
Façade, Front  
Facade Easement  
Facade Shift  
Fence  
Filtered Light Fixture  
Final Action  
Final Plat  
First Story  
Flood Plain Area  
Floor Area, Gross Commercial  
Floor Area, Gross Residential  
Floor Area, Net Leasable  
Floor Area Ratio (FAR)  
Foot Candle  
Foot Candle, Average (afc)  
Foot Candle, Horizontal (hfc)  
Foot Candle, Vertical (vfc)  
Frontage  
Fully Shielded

**-G-**

Garage, Commercial  
Garage, Front Facing  
Garage, Private  
Garage, Public

Geologic Hazard  
Good Cause  
Governing Body  
Grade  
Grade, Existing  
Grade, Natural  
Grade, Final  
Grading  
Green Roof  
Group Care Facility  
Grubbing  
Guarantee  
Guest House

**-H-**

Habitable Space (Room)  
Hard-Surfaced  
Height, Building  
Helipad  
Heliport  
Helistop  
Historic  
Historic Building, Structure, Site or Object  
Historic District  
Historic Form, Essential (see Essential  
Historic Form)  
Historic Integrity  
Historic Significance, Period of (see Period of Historic Significance)  
Historic Sites Inventory  
Historic Structures Report  
Home Occupation  
Hospital  
Hospital, Limited Care  
Hotel/Motel  
Hotel/Motel, Major  
Hotel/Motel, Minor  
Hotel Room  
Hotel Suite

**-I-**

Impact Analysis  
Impervious Surface  
Inaction  
Incidental Retail Sales  
Indoor Entertainment Facility



**-K-**

Kitchen  
Kitchen, IBC Commercial  
Kitchenette

**-L-**

Landmark  
Landmark Site  
Landscaping, Interior  
Landscaping, Parking Area  
Landscaping, Perimeter  
Liftway  
Liftway Setback  
Light Source  
Light Source, Refractive  
Limits of Disturbance  
Lockout Unit  
Lot  
Lot, Corner  
Lot Depth  
Lot Line  
Lot Line Adjustment  
Lot Width  
Lumen  
Luminaire  
Luminaire, Cutoff Type  
Luminaire, Fully Shielded  
Luminaire, Partially Shielded

**-M-**

Master Festival  
Master Planned Development (MPD)  
Material Deconstruction or Dismantling  
Maximum Extent Feasible  
Maximum House Size  
Model Home

**-N-**

Neighborhood Convenience, Commercial  
Nightly Rental  
Non-Complying Structure  
Non-Conforming Use  
Noteworthy  
Nursery, Greenhouse  
Nursing Home

**-O-**

Off-Site  
Off-Street  
Office, General  
Office, Intensive  
Office, Medical  
Office, Moderately Intensive  
Official Streets Master Plan  
Official Zoning Map  
One Bedroom Apartment  
Open Space, Landscaped  
Open Space, Natural  
Open Space, Transferred Development Right (TDR)  
Ordinary High Water Mark  
Ordinary Repairs and Maintenance  
Outdoor Use or Event  
Outdoor Recreation Equipment (see Recreation Equipment, Outdoor)  
Owner

**-P-**

Parcel  
Parking, Public  
Parking, Residential  
Parking, Shared  
Parking Area  
Parking Lot, Commercial  
Parking Space  
Parking Structure  
Passenger Tramway  
Period of Historic Significance  
Person  
Pet Services, Household Pets  
Pet Services, Household Pet Boarding  
Pet Services, Household Pet Daycare  
Pet Services, Household Pet Grooming  
Pet Services, Veterinary Clinic  
Physical Mine Hazard  
Planned Unit Development (PUD)  
Porous Paving  
Preliminary Plat  
Preservation  
Preservation Easement  
Private Club (see Club, Private)  
Private Event  
Private Event Facility  
Private Plaza

Private Residence Club (see Club, Private Residence)  
Private Residence Club Conversion (see Club, Private Residence Conversion)  
Private Residence Club Project (see Club,  
Private Residence Project)  
Property  
Property, Storefront  
Property Line  
Property Line, Front  
Property Owner  
Public Art  
Public Improvement  
Public Use

**-Q-**

Qualified Historic Preservation Professional  
Qualified Professional  
Quasi-Public Use

**-R-**

Receiving Site  
Reconstruction  
Recreation Equipment, Outdoor  
Recreation Facilities, Commercial  
Recreation Facilities, Private  
Recreation Facilities, Public  
Recycling Facility  
Recycling Facility, Class I  
Refractive Light Source  
Regulated Use  
Rehabilitation  
Residential Use  
Resort Support Commercial  
Restaurant  
Restaurant, Drive-Through  
Restoration  
Resubdivision  
Rhythm and Pattern  
Retail and Service, Commercial-Auto Related  
Retail and Service, Commercial-Major  
Retail and Service, Commercial-Minor  
Retail and Service, Commercial-  
Personal Improvement  
Ridge Line Area  
Riding Stable, Commercial  
Right-of-Way  
Road, Collector

Road Classification  
Road Right-of-Way Width  
Roof Form  
Roof Form, Contributing  
Roof Form, Flat  
Roof Form, Secondary  
Roof, Total

**-S-**

Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays  
Satellite Receiving Station  
SBWRD  
Screen or Screened  
Secondary Living Quarters  
Sending Site  
Sensitive Land  
Sensitive Land Analysis  
Sensitive or Specially Valued Species  
Setback  
Sexually Oriented Businesses  
Significance  
Significance, Period of Historic (see Period of Historic Significance)  
Significant Ridge Line Area  
Significant Site  
Significant Vegetation  
Single Family Subdivision  
Site  
Site Development Standards  
Site Distance Triangle  
Site Suitability Analysis  
Sketch Plat  
Slope  
Slope, Steep  
Slope, Very Steep  
Solar Energy System  
Spacing  
Special Event  
Storefront Property (see Property, Storefront)  
Story  
Stream  
Stream Corridor  
Street  
Street, Public  
Streetscape  
Streetscape, Architectural  
Structure

Studio Apartment  
Subdivision  
Subdivision, Major  
Subdivision, Minor  
Subdivision Plat  
Substantial Benefit  
Substantial Economic Hardship (see Economic Hardship, Substantial)  
Suitability Determination

**-T-**

Tandem Parking  
Telecommunications  
Telecommunications Facility  
Telecommunications Facility, Co-Location  
Telecommunications Facility, Equipment Shelter  
Telecommunications Facility, Stealth  
Telecommunications Facility, Technical Necessity  
Temporary Improvement  
Timeshare Conversion  
Timeshare Estate  
Timeshare Instrument  
Timeshare Interval  
Timeshare Off-Premises Contacting Activity  
Timeshare Off-Premises Sales Activity  
Timeshare Off-Premises Sales Office  
Timeshare On-Site Sales Activity  
Timeshare On-Site Sales Office  
Timeshare Project  
Timeshare Sales Presentation  
Timeshare Unit  
Timeshare Use  
Transfer  
Transferred Development Right (TDR) Open Space  
Transportation Services

**-U-**

UDOT  
Uniformity Ratio  
Unit Equivalent  
Use  
Use, Intensity of  
Utah Public Notice Website

**-V-**

Vantage Points  
Vehicle Control Gate

**-W-**

Wetland, Significant  
Wildfire/Wildland Interface Zone  
Wind Energy System, Small

**-X-**

Xeriscape

**-Y-**

Yard, Front  
Yard, Rear  
Yard, Side

**-Z-**

Zone Height  
Zoning District  
Zoning Map, Official

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

## Council Agenda Item Report

Meeting Date: May 31, 2018

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

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### **Subject:**

Consideration to Authorize the City Manager to Enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and Emily Herr for Public Art for China Bridge in a Form Approved by the City Attorney Not to Exceed \$40,000

(A) Public Input (B) Action

### **Suggested Action:**

### **Attachments:**

[China Bridge Public Art Staff Report](#)

[Exhibit A Emily Herr Proposal.pdf](#)

## City Council Staff Report



**Subject:** Public Art Approval for China Bridge Parking Structure  
**Author:** Jenny Diersen, Staff Liaison to the Public Art Advisory Board  
**Department:** Economic Development  
**Date:** May 31, 2018  
**Type of Item:** Administrative

### Summary Recommendation

Based on a recommendation from the Park City Public Art Advisory Board (PAAB), staff recommends City Council authorize the City Manager to enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and Emily Herr for Public Art for China Bridge in a form approved by the City Attorney not to exceed forty thousand dollars (\$40,000).

### Executive Summary

The China Bridge Parking Structure is the largest parking structure in Park City's downtown area, and is used by visitors, residents, business owners and employees.

Staff released a Request for Proposals (RFP) for the China Bridge Call for Artist on March 26, 2018. As part of their Special Service Contract scope, the Park City Summit County Arts Council promoted the RFP to local, regional and national artists. The RFP closed on May 5, and staff received six proposals. The artwork is required to be complete by November 2, 2018.

In coordination with PAAB, staff involved several stakeholders including KPCW, Park City Summit County Arts Council, Historic Park City Alliance (HPCA) and representatives from Parking Services Department in this artwork selection. Staff recommends Council approve Emily Herr for installation of Commissioned art in China Bridge Parking Structure.

### The Problem & the Opportunity

- Public Art creates a sense of community, place and adds vibrancy to the place we live.
- This project has a robust community engagement plan around it that will allow the community an opportunity to participate and engage with the content as it is being developed.
- While this project was scored objectively based on the goals which were outlined in the RFP, Public Art is subjective – some community members may wish to see alternate artwork.
- PAAB continues to plan for maintenance and possible vandalism – regardless of the artwork selected, this issue will continue to be an important consideration for all public artwork in our community. This is not a unique issue to the artwork request.



## Background & History

A link to the background and history of this project can be found in Exhibit B.

## Alternatives for City Council to Consider

**1. Recommended Alternative:** Based on a recommendation from the Park City Public Art Advisory Board (PAAB) staff recommends City Council authorize the City Manager to enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and Emily Herr for Public Art for China Bridge in a form approved by the City Attorney not to exceed forty thousand dollars (\$40,000).

### Pros

- a. Arts & Culture is one of City Council's top priorities. Public Art creates a sense of community and place in our community, and specifically relates to the City's Goals in the General Plan ([goals 11 & 13](#)). It is also one of Council's strategic goals: [Complete Community that Values Historic Preservation, Economic Diversity and the Arts and Culture](#). Arts and Culture connects people and place, as well as, serves as an economic driver that adds vibrancy to the place we live and the destination market. Arts and Culture creates amenities for our local community as well as visitors, builds community connections.

**2. Modify Alternative:** City Council could modify this project remove the Level 2 North/3<sup>rd</sup> Floor Wall (wall that KPCW door is on) from this project. This was initially a possibility of the RFP as KPCW had expressed wanting to control the artwork on this wall as it is directly adjacent to their entry. If Council chooses this alternative, Council should be clear on additional goals of removing this location from the project. Staff does not recommend this alternative.

### Pros

- a. Staff and PAAB would have time to reevaluate this specific location.

### Cons

- a. If the Level 3 North Wall is removed, it may create inconsistency in design with overall look of the garage.

**3. Reissue Alternative:** City Council could postpone this project and give direction to reissue an RFP for the project. If Council chooses this alternative, Council should be clear on additional goals of reissuing the RFP. Staff does not recommend this alternative.

### Pros

- b. Staff and PAAB would have time to reevaluate the project, as well as the RFP. Reissuing the RFP may or may not result in a more diverse group of proposals.

### Cons

- a. Staff and PAAB would push back the project timeline, and the project may not be installed until the fall after the winter season.

**4. Deny Alternative:** City Council could deny the Professional Services Agreement between Park City Municipal Corporation and Emily Herr for Public Art in China Bridge and decide to no longer pursue artwork in this location. Staff does not recommend this alternative.

## Cons

- a. Staff and PAAB would not have direction to move forward with this project.

## **Analysis**

The Public Art Advisory Board's mission is to enrich and connect the Park City community through visual art in public spaces. Their vision is to inspire a complete community celebrating Park City's vibrant history, culture and environment. The purpose of the artwork selected for China Bridge was to promote a sense of connectivity to the community, orientation to the town of Park City and the natural landscape, and Park City's and China Bridge's purpose and history. An analysis of the artwork selection can be found in Exhibit B. Recommendations were based on the criteria as listed in the [RFP](#) (pg 3 through 6) including completeness of application, demonstrated ability to create artworks appropriate for this project, demonstrated ability to meet and conform the demands of the project, meet the goals as stated in the China Bridge RFP and reference checks.

Recommendations from PAAB and stakeholders are as follows:

- PAAB – For this project, because the budget was over \$25,000, a super majority vote was required (for PAAB, this means 6 board members had to be present). There was a 5 to 1 vote in support of Emily Herr. While one PAAB member was absent and therefore could not vote, they participated in the initial selection meeting and recommended Emily Herr as the selected artist.
- KPCW – Emily Herr
- Parking Services – Emily Herr
- Arts Council – Emily Herr
- HPCA was comfortable with this project moving forward and supported both of the artists in the final selection.
- Staff Recommendation – Because of the community engagement and connection to the history, culture and natural environment that this project proposes, as well as the artist's professionalism and complete proposal, staff recommends Emily Herr.

## **Department Review**

Special Events, Economic Development, Parking Services, Building, Public Works, Budget, Executive and Legal.

## **Funding Source**

Funding for this project comes from the PAAB's three year excess CIP allocation. This is not a 1% project, as funds were not allocated to Public Art from the recent China Bridge renovations.

## **Attachments**

- A Emily Herr Proposal & [DRAFT Professional Service Agreement](#)
- B [China Bridge Artwork Selection Background, History & Analysis](#)

# Proposal: "Wild City"

## PARK CITY: CHINA BRIDGE PARKING STRUCTURE PUBLIC ART



### *Applicant:*

#### EMILY HERR

Professional muralist and painter, passionate about public art. Born, raised, and living in Richmond, VA. Specializes in careful context-based design with bright and playful imagery.

Self-employed since graduation from Virginia Commonwealth University, over 10 years experience in mural painting.

She pursues continuing education in the form of workshops across the US and abroad, as well as initiating ambitious projects that guide the shape of her client work - most recently designing and building a mobile artist studio, and then launching a traveling mural project called "Girls! Girls! Girls!" to better represent womxn in public art.

Owner of HerrSuite LLC  
emily@herrsuite.com  
804-514-2681

1506 Cutshaw Place  
Richmond, VA 23226

Portfolio website: [herrsuite.com](http://herrsuite.com)  
Instagram: @herrsuite

## RESUME, REFERENCES

### EMILY HERR, MURALIST

OWNER OF HERRSUITE, A MURAL AND SIGNAGE LLC, SINCE 2013

#### Specialties

##### LARGE SCALE CUSTOM MURALS ON PRE-EXISTING SURFACES

Working with unusual spaces and architecture

Installation design and execution

Public live painting

Long-term community & corporate projects

Small business creative signage

Accent walls

Travel

#### Ongoing Personal Endeavors

##### MOBILE STUDIO

Conceptualized, designed, and built a functional artist's studio inside of a refurbished step van. This is a unique concept, uses 90% recycled or reclaimed materials, and runs on solar power.

##### GIRLS GIRLS GIRLS MURAL PROJECT

Initiated a project featuring murals of local womxn painted as monuments in the cities where they live. Secured sponsorship and funding to create 11 murals as part of a GGG Mural Tour from Richmond, VA to Burlington, VT, including murals in Washington, DC, Philadelphia, PA, and Brooklyn, NYC.

#### Skills

**PAINTING & DESIGN:** image + text, illustration, hand-lettering & calligraphy, flora & fauna, photomanipulation & collage

**MURAL PROJECT MANAGEMENT:** exterior coatings and application, cost analysis for interior and exterior painting, lift operation (scissor lift, cherry picker), organization / planning long-term or large-scope projects, coordinating with designers / architects / corporate hierarchy / boards, directing volunteers or sub-contractors

**SOFTWARE:** Adobe Photoshop, Illustrator, InDesign, GSuite, Dropbox, Instagram, Facebook Business Pages & Group Management, Snapchat, Squarespace, Wordpress, Mac OS, iOS, Android

#### Education

##### SCHOOL OF THE ARTS, VIRGINIA COMMONWEALTH UNIVERSITY

Fall 2009-Spring 2013 • Richmond, VA

BFA in Communication Arts & Minor in Media Studies (Mass Comm)

Summa Cum Laude // 3.9 GPA // Dean's List (all semesters)

Member of the VCU Honors College & Arts Honors program

##### CONTINUED STUDY

Illustration Academy, The Art Department

Illustration Intensive Summer 2012 • Kansas City, MO

Study Abroad, Universidad Veritas

Mural Painting & Public Art Summer 2012 • San Jose, Costa Rica

Summer Scene Painting, Cobalt Studios NY

Scenic Painting Intensive Summer 2014 • White Lake, NY

Legendeer Ideation Intensive (attendee and program developer)

Summer 2013 • Richmond, VA

Summer 2015 • Yosemite and San Francisco, CA

Summer 2016 • Bryce and Jasper National Parks and Calgary, AB

#### Selected Exhibitions & Features

##### JURIED SHOWS:

Gallery Nucleus Portland *Salut Show II* 2017- Portland, WA

Endeavor Studio/Gallery Group Shows 2016 & 2017 - Richmond, VA

Crossroads Art Center *Growth* 2016- Richmond, VA (co-curator)

Light Grey Art Lab *Botanica* 2016 - Minneapolis, MN

30'60'90' Studio/Gallery Group Shows 2015 & 2016 - Richmond, VA

New Normal Apparel *Featured Artist Solo Show* 2015- Richmond, VA

Art 6 VCU CommArts Senior Show 2013 - Richmond, VA (co-curator)

1708 Gallery *Inlight* 2010 - Richmond, VA

#### Selected Awards

CultureWorks Individual Artist Grant 2016

Photography: Student Winner, Creative Quarterly: The Journal of Art and Design, Issue 32. 2013

Phi Kappa Phi School of the Arts Scholarship 2013

McLeod Scholarship 2013

Dean's International Study Abroad Scholarship 2012

Rosina Hestenburg Scholarship (2) 2010, 2011

Undergraduate Research Grant (2)

(Imaginists 2010, Teacher's Dialogue Project 2011)

1708 Gallery Inlight People's Choice Award 2010

Monroe Park Alumni Student Association Scholarship 2009

VCU Provost Scholarship 2009-2013

#### References:

##### THOMAS HENDRICKS

Art Manager for Tom Tom Founder's Festival  
434-962-2358  
thomas@tomtomfest.com

Invited Emily to paint a 4,000 sq ft mural during the week-long event, in collaboration with a local elementary school.

##### MICKAEL BROTH

Muralist, Board Member of RVA Street Art Festival, Founder of Welcoming Walls  
703-969-6829  
thenightowlwashere@gmail.com

Invited Emily to paint for both Welcoming Walls and RVA Street Art Festival (2013, 2016, 2017)

##### ASHLEY HAWKINS

Executive Director of Studio 23, a local nonprofit art studio  
804 254-7302  
ashley@studiotwothree.org

Studio 23 was the fiscal sponsor of the "Girls! Girls! Girls!" traveling project in 2017, supporting the project to paint local womxn larger than life in public murals up the East coast. Includes 15 murals and counting.

##### LISA PATTEN

Executive Director of Reinhart Guest House at Bon Secours  
804-314-1579  
lisa\_patten@bshsi.org

Hired Emily to learn about the culture of this hospital guest house and create a series of murals representing the stories of the families who stay there.



## PROPOSAL, COLORS, DIMENSIONS

### Proposal Concept: Wild City

#### FIELDS OF WILDFLOWERS ARE PLANTED BY COMMUNITY PAINTING WORKSHOPS

I am proposing to paint all 4 parking deck walls in a series of colorful, energetic murals. I am interested in combining Park City's iconic native wildflowers with a community-painted tapestry to create murals that are visually striking from a distance and create visual poetry on closer inspection.

For each wall the first step will be the creation of a free-form portrait of the city, made by engaging a series of community groups (examples: after-school youth programs, Basin Recreation, Latinos in Action, KPCW!) in public painting workshops.

Participants will be welcomed to add their mark to the wall, focusing on themes of Park City's identity, protecting the environment, and their own personal history. This is an opportunity to invite diverse and direct input to the creative process from across the city.

Then I'll step back in and use the groundwork of raw energy that they've laid to sculpt a cohesive design. By painting a top layer of wildflower silhouettes, I can organically conceal and reveal parts of the group's color and imagery to find hidden rhythms and new meanings.

The goal of this design plan is to show off a beautiful and recognizable feature of Park City to visitors *and* create a space for layers of specific imagery that is appealing and authentic to the residents who will see it every day. I mark the quality of my murals by the people who tell me "I see something new every time I look at it!"

#### WILDFLOWERS SHOWN HERE

**White/Pink** - Prairie Aster, Aspen Daisy, Palmer Penstemon, Thistle

**Blue/Purple** - Rocky Mountain Penstemon, Silvery Lupine, Blue Flax, Cornflower

**Yellow** - Evening Primrose, Sunflower, Sulphur Buckwheat, Desert Marigold

**Orange/Red** - Bee Balm, Globemallow, Skyrocket Gilia, Firecracker Penstemon

*Designs here are for example only - the process will determine the final appearance.*

#### DESIGN ELEMENTS

Earthy backgrounds make the colors pop and call attention to the imagery within the silhouettes.

This bold color scheme reflects the most common colors of local wildflowers. A different color for each floor uses the palette of the natural landscape as a practical parking-location reminder for visitors.

Education is key! The different types of flowers will be labeled on each floor.

Drivers will see the flower shapes, pedestrians will get to find the details.

Even when partially blocked by cars, these designs will still read easily.



4N: 60' 9" x 8' (480 sq ft)



3N: 60' 9" x 8' (480 sq ft)



2N: 121' 6" x 8' (968 sq ft)



1N: 104' 3" x 8' (832 sq ft)

## *How does your concept relate to the themes in the RFP?*

### NATURAL LANDSCAPE

A visitor might be attracted to Park City from a distance by the local natural splendor and then discover the personality of the city and its people when they arrive. **In the same way**, these murals from a distance will celebrate the floral gems of the area, and on closer inspection reveal the people that inhabit this place.

### CONTEXT OF THE GARAGE

The color palette reflects the **earthy tones of the architecture** of the garage and surrounding historic buildings. The first floor is the most easily seen from outside, and so ties in with the garage's red accents. Separate colors for each floor **create a sense of place** to help visitors and tie in to the GO PARK branding.

### COMMUNITY PRIDE & CREATIVE EXPRESSION

By design this first stage **creates a rare canvas for large-scale self-expression** with support and guidance to encourage individual voice. I know personally that it is emotionally powerful to be involved in a permanent public artwork - people are generally eager to contribute, to take pictures of 'their section' where they had left their mark, and to return later to **see how their piece fits into the whole**.

As a visitor myself it makes more sense to help Park City residents tell their own stories - **my role is that of a guide or a lens** to channel the personality and history of the area.

Via designed interference, my overlaid design will symbolically synthesize the disparate, interweaving ideas from the first stage. The final product is a process-driven representation of the **diversity that coexists within a whole**.

## *How does your background relate to the project scope?*

### WORKING WITH VOLUNTEERS

I have significant experience in coordinating, directing, and working with large groups of volunteers. I was a lead artist in a program in Richmond called Arts in the Alley, which put on series of community mural events from 2013-2015. This involved creating designs that could be executed by volunteers, ordering and setting up supplies, and instructing volunteers how to paint in groups of up to 40 people at a time.

### LARGE SCALE PAINTING

I have over 10 years of mural-painting experience with a strong interest specifically in large-scale public art. I have painted at scales larger than this before, and am dedicated to a process that results in a professional finished product.

### REPRESENTING A COMMUNITY

The bulk of my work is client commissions for public-facing artwork, from banks to neighborhood associations to schools, so I regularly coordinate with boards, committees, and business owners. **Research, collaboration, and context** are all key to the process. The most successful projects involve learning about and engaging community ideas to synthesize a final product that represents many facets of that community.

### LAYERED PAINTING PROCESS

I've prototyped this process on a small scale, and am confident I can apply it at a large scale to create these murals in China Bridge. This would be a **unique** approach to large-scale public murals with community participation.



## Technical Details

### PROCESS / METHOD

As a visitor to Park City, it would be important for me to allow the local voice to shine, both literally and figuratively, through my own designs. To that end, I'll aim to engage a wide variety of people via a 2-part process:

**Step 1.** Invite community members in groups of up to 30 people at a time to spend a weekend painting the length of each wall, focusing on themes of Park City's identity, protecting the environment, and their own personal history.



*First layer: workshop images, marks, words jumbled together*

**Step 2.** Using this groundwork as a guiding force, I'll add a second layer of paint carving the chaos into silhouettes of local wildflowers, which would reframe the disparate parts of the group painting and give them new meaning as a unified image. (A very controlled palette allows this process to work.)



*Second layer: Silhouettes of wildflowers unify the chaos into a statement*

The final effect would be a unique visual statement about beautiful unified communal effort that is physically composed of many voices.

### MATERIAL SPECIFICATIONS

**Paint Product:** Aura semi-gloss exterior latex  
Anticipate 10+ years, their highest quality exterior paint.

**Primer:** RhinoGrip 8000 Bonding Primer  
As needed. Walls painted within the last 2 years without additional damage will not require priming.

**Topcoat:** Calbar WB Clearcoat  
This topcoat contains a UV-inhibitant and may extend the color for a couple years overall.

### MAINTENANCE

Using proper preparation and materials, the mural will not need regular maintenance. We will be using high grade exterior latex paint appropriate for the surface, and finish the mural with a topcoat so it is protected from the elements. Given the protected locations of the walls, 10+ years is a conservative estimate for when you may start to see changes in these murals.

My palette will be limited for each wall, and I will record the paint specifications so it will be easy to buy more, if necessary, to match the original painting if areas need to be patched in the future.

I will be available for repair down the road if significant wear & tear occurs, and have set aside a portion of the budget to be reserved in case an additional trip is required in the year following completion.

### ASSISTANTS

My budget includes allowance for several assistants. They will be helping with the physical labor of the job - such as setting up materials and equipment, blocking in color, and helping the workshop attendees.

One full-time assistant, Moonie Tyler, to travel with me and help for the duration of my time in Park City. She has assisted me on large-scale painting work on numerous other occasions.

Part-time assistance from Bridgette Meinhold, a Park City resident of 10+ years. She is a professional encaustic artist with mural-painting experience.

Part-time assistance from one additional assistant during the 4 weekend community workshops, to be determined as needed.

### SCHEDULE

**Site visit:** Schedule a short preliminary trip as soon as possible after contract execution. Meet committee, get acquainted with the city, view the site.

**By end of July:** Design plan finalized in accordance with any feedback from the committee.

**During August:** Workshop Logistics  
Coordinate community workshop partners, logistics, and promotion. Prepare design resource sheets for community workshops showing painting ideas, prompts, and samples.

**Last week of August:** travel to Park City

**Paint for 4 weeks** (one wall per week)  
- 2 day community workshops create the first layer of the mural.  
- 3-4 days to paint wildflower silhouettes over top  
- 1-2 day rest/overflow  
- Repeat

**Final week:** remaining touch-up / overflow, apply topcoat to all walls.

**Project completion** by the first week of October.

## BUDGET

**Total Budget: \$40,000**

### ARTIST FEE: \$17,264

labor, planning, design, image rights

### EXPENSES: \$17,736

Itemized here ->

### CONTINGENCY: \$5,000

### FEE SCHEDULE

I accept the fee schedule defined in the RFP

Exhibit C Park City Professional Services

Agreement:

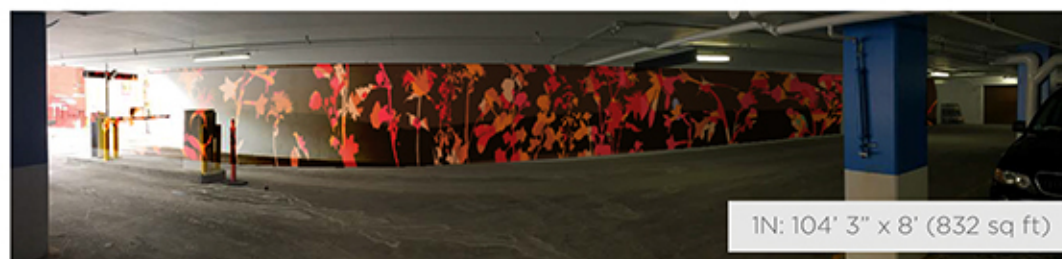
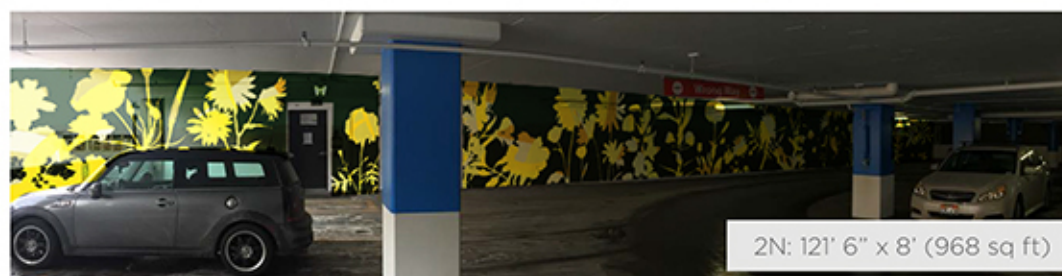
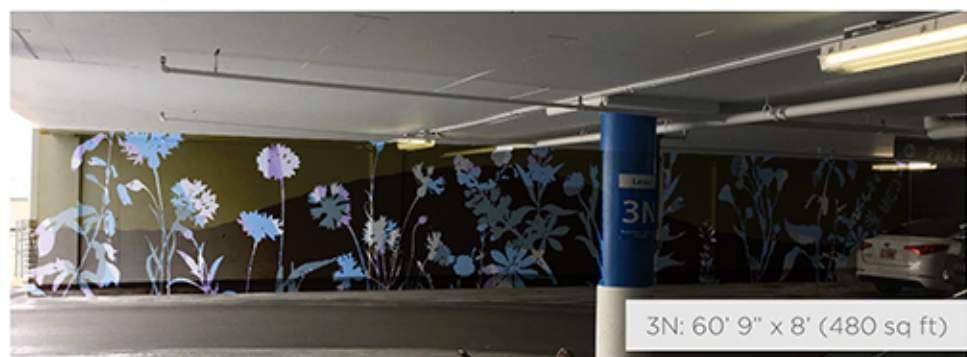
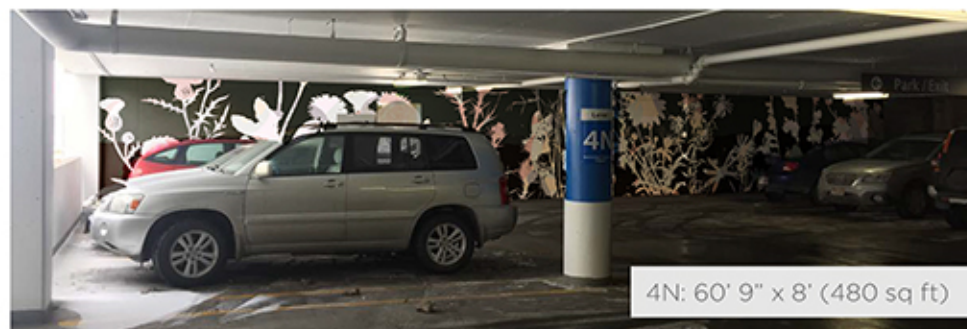
Fifty percent (50%) of Contract Price upon execution of this Agreement and the remaining fifty percent (50%) upon delivery of the Art and final acceptance of the Project by the City.

### EXPENSES ITEMIZED

|         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| \$4,050 | Material costs (2760 sq ft total = roughly 8 gallons/coat)                       |
| \$400   | Primer (RhinoGrip 8000 Bonding Primer) (if necessary) 10g                        |
| \$750   | Workshop Aura Semi-gloss Exterior latex paint 15g                                |
| \$500   | Silhouette Aura Semi-gloss Exterior latex paint 10g                              |
| \$300   | Topcoat (Calbar WB Clearcoat) 10g                                                |
| \$650   | Brushes, rollers, trays, poles, cups, rags, latex gloves, tarps                  |
| \$250   | Printing services (reference images, event promotion)                            |
| \$800   | Workshop food, water, snacks (8 days)                                            |
| \$400   | Workshop contingency                                                             |
| \$410   | Equipment                                                                        |
| \$230   | Paint sprayer (HomeRight Power Flo Pro 2800 C800879)                             |
| \$180   | 2 stepladders (Home Depot)                                                       |
| \$4,500 | Assistant Labor                                                                  |
| \$3,000 | 1 assistant full time                                                            |
| \$700   | 1 assistant part time (7 days)                                                   |
| \$800   | 1 extra assistant for each workshop (8 days)                                     |
| \$5,300 | Travel                                                                           |
| \$800   | Flight, lodging, food, transport for a 3-day site visit                          |
| \$700   | Round-trip flight (2 people)                                                     |
| \$2,000 | Airbnb 1 month                                                                   |
| \$1,800 | Per diem, 2 people, 1 month (food, misc) \$30/person/day                         |
| \$3,524 | Paperwork                                                                        |
| \$170   | Park City business license                                                       |
| \$500   | Permits as required by Park City departments.<br>- unknown, \$500 reserved       |
| \$1000  | Maintenance: \$1000 reserved for travel and expenses                             |
| \$1354  | Current Nationwide Annual Premium for General Liability Policy and Business Auto |
| \$500   | Estimated cost to expand insurance coverage to meet Park City requirements       |



# MOCKUP RENDERINGS, COLORS





## Mobile Studio

2017-2018

SIZE: 20' X 9'

First I took the mobile studio to a series of public painting sessions during which dozens of people contributed to layers of imagery about positive representation of women.

On top of the accumulated work of the many event participants, I've painted a final layer that carves one unified image of flowers growing and blowing in the wind, and combines the many disparate pieces of the underlying layers.

The back-and-forth handoff gets to the heart of the symbiotic relationship between artist and community. The final piece wouldn't exist without the initial group work, and the group work wouldn't be cohesive without the focusing lens of the artist.

I would consider this to be a successful experiment which could lead to a more fully realized, intentional, and impactful version in Park City.





### *Charlottesville Day School*

MAY 2017

SIZE: 45' X 90'

LOCATION: CHARLOTTESVILLE, VA

Painted for Tom Tom Fest 2017, a week of celebrating innovators, visionaries, and artists in dozens of outdoor spaces, theaters, and galleries throughout historic downtown Charlottesville.



### *Welcoming Walls*

JUNE 2015

SIZE: 80' X 20'

LOCATION: RICHMOND, VA

"Welcoming Walls RVA is a project dedicated to bringing large scale public art to the highways and gateways of Richmond, VA in an effort to boost civic pride, increase tourism, and solidify our city's reputation as a capital of culture and creativity." - Welcoming Walls website

WORK SAMPLES 3: FLORALS

***Botanical Nursery***

APRIL 2018  
SIZE: 20' X 8'  
LOCATION: WASHINGTON DC



***7th St Supply Co.***

AUGUST 2016  
SIZE: 200 SQ FT (AND SKETCH)  
LOCATION: RICHMOND, VA





## Council Agenda Item Report

Meeting Date: May 31, 2018

Submitted by: Polly Samuels McLean

Submitting Department: Legal

Item Type: Ordinance

Agenda Section: NEW BUSINESS

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### **Subject:**

Consideration to Adopt Ordinance 2018-28, an Ordinance Amending Municipal Code (I) Title 5 GRAMA; (II) Title 3 Ethics; (III) Title 2, Chapter 3, City Council Procedure; and (IV) Title 2, Chapter 4, City Administration

### **Suggested Action:**

### **Attachments:**

[Municipal Code Amendments Staff Report](#)

[EXHIBIT A Title 5 Government Records and Access Management Act](#)

[Exhibit B Title 3 Ethics](#)

[Exhibit C Title 2 Administration](#)

## City Council Staff Report



**Subject:** Amendments to Municipal Code (I) Title 5 GRAMA, (II) Title 3 Ethics, (III) Title 2 City Council; and (IV) Title 2 Disaster  
**Author:** Polly Samuels McLean, Assistant City Attorney  
**Department:** Legal  
**Date:** May 31, 2018  
**Type of Item:** Legislative—Amendments to the Municipal Code

### Summary Recommendations:

Staff requests the City Council open a public hearing, review the proposed Municipal Code amendments, and approve them as referenced in this staff report.

### Executive Summary:

Staff recommends updating the Municipal Code to comport with State Code as follows:

(I) **GRAMA.** Staff recommends that Council amend Title 5, Government Records And Management Act (GRAMA) in order to (1) remove language that is redundant to Utah Code Ann. [§ 63G-2-101](#) et seq., Government Records Access and Management Act (GRAMA); and (2) to bring the requirements of the City GRAMA Appeals Board members into alignment with [S.B. 242](#), 62<sup>nd</sup> Leg. Gen. Sess. (Utah 2017) and [§ 63G-2-701](#).

(II) **Ethics.** Staff recommends that Council amend Title 3, Ethics, in order to (1) update the definition of “official action” to align with the United States Supreme Court holding in *McDonnell v. United States*, 136 S. Ct. 2355 (2016); (2) remove the criminal penalties in Title 3 because they are redundant of state statute; (4) update Title 3 to clarify the prohibition of gifts and the use of office for personal benefits; and (5) amend Title 3 to clarify language regarding public contracts.

(III) **City Council Voting Majority.** Staff recommends that Council amend Title 2, Administration to clarify the City Council voting majority in order to align with Utah Code [§ 10-3-507](#).

(IV) **Disaster Response and Recovery Act.** Staff recommends that Council amend Title 2 Administration in order to comport with the renumbering of the Utah Code Disaster Response and Recovery Act to Utah Code [§ 53-2a-201](#) et seq.

### Acronyms in this Report

GRAMA – Government Records

MCPC – Municipal Code of Park City

**The Problem:** Staff recommends Council consider amending the Municipal Code of Park City in order to align it with legislative amendments to the Utah Code and to comport with a recent United States Supreme Court holding.

### Background/Analysis:

(I) **GRAMA.** The Government Records Access and Management Act—embodied in Title 63G, Chapter 2 of the Utah Code—is a state law that requires governmental entities within the

state of Utah to provide the public with access to records unless there is a public interest in restricting access. GRAMA authorizes political subdivisions to adopt an ordinance or policy relating to information practices, including: classification, designation, access, denials, segregation, appeals, management, retention, and amendment of records. See Utah Code [§ 63G-2-701\(2\)](#). Such policies or ordinances must follow the requirements enumerated in the state code. Every amendment to the City's GRAMA ordinance or policy must be filed with the state archives no later than 30 days after its effective date. On August 8, 1992, Park City adopted Ordinance [92-15](#) establishing a government records access and management program and codifying the program as Title 5 of the MCPC. Much of the Park City GRAMA Code is redundant to the Utah Code.

The Legal Department reviewed Park City's GRAMA Code to identify redundant sections and to ensure consistency with state code amendments. The recommended amendments remove sections of Title 5 that are redundant with state code and update the City's GRAMA Code to align with legislative amendments to GRAMA regarding member qualifications for the City's GRAMA Appeal Board. The proposed amendments of the remaining language renumber the provisions and amend them to be consistent with the State Code and with our local designations.

(II) **Ethics.** In 2016, the United States Supreme Court illuminated the definition of "official actions" of public servants regarding federal bribery statutes in *McDonnell v. United States*, 136 S. Ct. 2355 (2016). The Supreme Court clarified the definition of official acts as "a decision or action on a question, matter, cause, suit, proceeding or controversy." To qualify as an official act, the public official must make a decision or take an action on that question, matter, cause, suit, proceeding or controversy, or agree to do so. That decision or action may include using an official position to exert pressure on another official to perform an official act, or to advise another official, knowing or intending that such advice will form the basis for an official act by another official. It must also be something specific and focused that is "pending" or "may by law be brought" before a public official.

Staff recommends that MCPC § 3-2-3(K), definition of Official Act or Action, be amended as shown in Exhibit B hereto to expand the current definition of Official Act or Action to incorporate the Supreme Court's exposition of such definition.

Additionally, Staff recommends removing the criminal provisions of MCPC § 3-5-2 because they are redundant with state statute. Any prosecution will utilize the state criminal statute over a local criminal statute.

Staff recommends that MCPC § 3-1-4 be amended to define which employees are procurement professionals and the statutory limitations imposed upon such employees to align with the State Procurement Code (Utah Code 63G-6a-2404(3) and the City Contract Policy . Lastly, Staff recommends that MCPC § 3-2-7 is amended to clarify the City's public contract language.

(III) **City Council Voting Majority.** Also due to recent amendments, state law now requires a majority vote of the total number of voting members of the City Council—rather than a majority vote of councilors present—in order to pass an ordinance or resolution, or to take other action. Any ordinance, resolution or motion of the Council having less than a majority vote of the total number of voting members of the City Council is defeated and invalid. Utah Code [§ 10-3-507\(2\)\(a\)](#). While the City Recorder and City Attorney have advised the Council of this requirement when only three members are present at a meeting, Title 2 should be clarified to

reflect the minimum votes necessary under our form of government. Thus, Staff proposes that Council adopt Subsection F to MCPC § 2-3-8 as shown in Exhibit C.

(IV) **Disaster Response and Recovery Act.** The Utah legislature renumbered the Disaster Response and Recovery Act. Formerly Utah Code § 63K-4-103, the Act was renumbered to Utah Code [§ 53-2a-201](#) et seq. Staff recommends that MCPC § 2-4-3(L) be updated to cite the current Utah Code in order to avoid public confusion.

**Alternatives for City Council to Consider:**

1. Recommended Alternative: Approve proposed Municipal Code Amendments.  
Pros: Approving proposed Amendment will comport with State Code, simplify our Code, and comport with a recent US Supreme Court case.
2. Deny: MCPC will not align with the State Code.
3. Modify: Approve the amendments with modifications.
4. Continue the Item: Continue the item to a later date to further consider updates to the MCPC.
5. Do Nothing: Same as Deny.

**Department Review:**

Legal and Executive Departments.

**Summary Recommendation**

Staff requests the City Council open a public hearing, review the proposed Municipal Code amendments, and approve them as referenced in this staff report.

**Exhibits**

- Exhibit 1 – Draft Ordinance
- Exhibit A – Title 5, GRAMA
- Exhibit B – Title 3, Ethics
- Exhibit C – Title 2, Administration



## EXHIBIT A

### Title 5 Government Records Access And Management Act (GRAMA)

- [5-1 In General](#)
- [5-2 Appeals](#)
- [5-2 Public Records And Their Disclosure](#)
- [5-3 Non-Public Records And Their Disclosure](#)
- [5-4 Procedures For Access](#)
- [5-5 Appeals](#)
- [5-6 Records Retention Schedules](#)
- [5-7 Rights Of Individuals On Whom Data Is Maintained](#)
- [5-8 Fees](#)
- [5-9 Criminal Penalties](#)

#### 5-1 In General

- [5-1-1 Short Title In General](#)
- [5-1-2 Purpose And Intent](#)
- [5-1-3 Definitions Adoption Of Records Retention Schedules](#)
- [5-1-4 Records Classification And Designation Reasonable Fees To Be Set By Resolution](#)

##### 5-1-1 Short Title In General

The Government Records Access and Management Act (GRAMA), as adopted by the State of Utah and delineated in Utah Code Ann. § 63G-2-101 et seq. as amended, except as clarified herein regarding Part 4 Appeals (§§ 63G-2-400.5 — 63G-2-406), applies to all GRAMA requests for access to City records.

~~This Title is known as the "Park City Government Records Access and Management Act".~~

##### 5-1-2 Purpose And Intent

~~In enacting this act, T~~he City recognizes two fundamental constitutional rights: the right of privacy in relation to personal data gathered by the City; and the public's right of access to information concerning the conduct of the public's business. The City also recognizes a public policy interest in restricting access to certain records, as specified in ~~this—~~Title [GRAMA](#) for the public good.

It is the intent of the City to:

- Establish fair and efficient management practices for City records.
- Promote the public's right of easy and reasonable access to unrestricted public records.
- Permit confidential treatment of records only as provided in ~~this Title~~ [GRAMA](#).
- Provide guidelines for both disclosure and restrictions on access to City records, based on the equitable weighing of the pertinent interests and which are consistent with the nationwide standards.
- Favor public access when in the application of ~~this Title~~ [GRAMA](#) countervailing interests are of equal weight.

### 5-1-3 Definitions ~~5-6-1~~ Adoption Of Records Retention Schedules

The City shall adopt by Resolution retention schedules for each record series pursuant to the Utah Municipal General Records Retention Schedule, prepared by the Utah Department of Administrative Services, Division of Archives and Records Service, with amendments and exclusions as necessary.

- A. ~~**AUDIT.** A systematic examination of financial and related records for the purpose of determining the fair presentation of financial statements, adequacy of internal controls, or compliance with laws or regulations; or, a systematic examination of program procedures and operations for the purpose of determining their effectiveness, economy, efficiency, and compliance with statutes and regulations.~~
- B. ~~**CHRONOLOGICAL LOGS.** Regular and customary summary of records of law enforcement agencies and other public safety agencies that show the time and general nature of police, fire, and paramedic calls made to the agency and any arrests or jail bookings made by the agency.~~
- C. ~~**CLASSIFICATION, CLASSIFY AND THEIR DERIVATIVE FORMS.** Determining whether a record series, record, or information within a record is public, private, controlled, or protected, or exempt from disclosure under U.C.A. Section 63G-2-201(3)(B).~~
- D. ~~**COMPUTER PROGRAM.** A series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the computer system, and any associated documentation and source material that explain how to operate the computer program. Computer program does not mean the original data, including numbers, text, voice, graphics, and images; analysis, compilation, and other manipulated forms of the original data produced by the use of the program; or the mathematical or statistical formulas, excluding the underlying mathematical algorithms contained in the program, that would be used if the manipulated forms of the original data were to be produced manually.~~
- E. ~~**CONTRACTOR.** Any person who contracts with a governmental entity to provide goods or services directly to the City; or any private, nonprofit organization that receives funds from the City. Contractor does not mean a private provider.~~
- F. ~~**CONTROLLED RECORD.** A record containing data on individuals that is controlled as provided in Section 5-3-5 of this Title.~~
- G. ~~**DESIGNATION, DESIGNATE, AND THEIR DERIVATIVE FORMS.** Indicating, based on the City's familiarity with a record series or based on the City's review of a reasonable sample of a record series, the primary classification that a majority of records in a record series would be given if classified and the classification that other records typically present in the record series would be given if classified.~~
- H. ~~**GROSS COMPENSATION.** Every form of enumeration payable for a given period to an individual for services provided including salaries, commissions, vacation pay, severance pay, bonuses, and any board, rent, housing, lodging, payments in kind, and any similar benefit received from the individual's employer.~~
- I. ~~**INDIVIDUAL.** A human being.~~

- J. ~~**INITIAL CONTACT REPORT.**~~ An initial written or recorded report, however titled, prepared by peace officers, engaged in public patrol or response duties describing official actions initially taken in response to either a public complaint about or the apparent discovery of an apparent violation of the law, which report may describe:
1. ~~the date, time, location, and nature of the complaint, the incident or offense;~~
  2. ~~names of victims;~~
  3. ~~the nature or general scope of the agency's initial actions in response to the incident;~~
  4. ~~the general nature of any injuries or estimate of any damages sustained in the incident;~~
  5. ~~the name, address, and other identifying information about any person arrested or charged in connection with the incident;~~
  6. ~~the identity of the public safety personnel (except undercover personnel) or prosecuting attorney involved in responding to the initial incident.~~
- K. ~~**PERSON.**~~ Any individual, nonprofit or profit corporation, partnership, sole proprietorship, or other type of business organization.
- L. ~~**PRIVATE RECORD.**~~ A record containing data on individuals that is private as provided by Section 5-3-3 of this Title.
- M. ~~**PRIVATE PROVIDER.**~~ Any person who contracts with the City to provide services directly to the public.
- N. ~~**PROTECTED RECORD.**~~ A record that is classified as protected as provided by Section 5-3-7 of this Title.
- O. ~~**PUBLIC RECORD.**~~ Any record that is not private, controlled, or protected and that is not exempt from disclosure as provided in Section 5-3-1 of this Title.
- P. ~~**RECORD.**~~ All books, letters, documents, papers, maps, plans, photographs, films, cards, tapes recording or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received, or retained by the City. Record does not mean:
1. ~~temporary drafts or similar materials prepared for the originator's own use or for the use of an individual for whom the originator is working;~~
  2. ~~materials that are legally owned by an individual in her or his private capacity;~~
  3. ~~materials to which access is limited by the laws of copyright or patent unless the copyright or patent is owned by the City;~~
  4. ~~proprietary software~~
  5. ~~junk mail or other commercial publications received by the City or an official or an employee of the City;~~

- ~~6. books and other materials that are catalogued, indexed, or inventoried and contained in the collections of libraries open to the public, regardless of physical form or characteristics of the material;~~
  - ~~7. daily calendars and other personal notes prepared for the personal use of the originator or for the personal use of an individual for whom she or he is working; or~~
  - ~~8. computer programs that are purchased or developed by the City for its own use;~~
  - ~~9. notes or internal memoranda prepared as part of the deliberative process by a member of the judiciary, an administrative law judge, a member of the Board of Pardons, or member of any other body charged with performing a quasi-judicial function.~~
- ~~Q. **RECORD SERIES.** A group of records that may be treated as a unit for purposes of designation, description, management or disposition.~~
- ~~R. **STATE ARCHIVES.** The Division of Archives and Records Service created in U.C.A. Section 63G-12-101.~~
- ~~S. **SUMMARY DATA.** Statistical records and compilations that contain data derived from private, controlled, or protected information but that do not disclose private, controlled, or protected information.~~

*Amended by Ord. 08-49 on 12/11/2008*

#### **5-1-4 Records Classification And Designation 5-8-1 Reasonable Fees To Be Set By Resolution**

The City will set reasonable fees by Resolution to cover the City's actual cost of duplicating a record or compiling a record in a form other than that maintained by the City. ~~The initial fee, until changed by resolution is as set forth in Appendix "A."~~ The City may not charge a fee for reviewing a record to determine whether it is subject to disclosure or inspecting a record.

The City may fulfill a record request without charge when it determines that:

- A. Releasing the record primarily benefits the public;
- B. The individual requesting the record is the subject of the record;
- C. The requester's legal rights are directly implicated by the information in the record; or
- D. The requester is impecunious.

~~The City shall evaluate all record series that it uses or creates and designate those record series as provided by this Title. The City shall report the designation of its record series to the State Archives. A record, record series or information within a record may be classified at any time, but the City is not required to classify a particular record, record series or information until access to the record is requested. A record, record series or information within a record series may be reclassified or re-designated at any time.~~

#### **5-2 Public Records And Their Disclosure Appeals**

- 5-2-1 Right To Inspect And Copy Records Appeals In General
- 5-2-2 Public Records Appeals of Extraordinary Circumstances Decisions

- 5-2-3 Public Records Unless Exempted Appeal of Business Confidentiality Claims
- 5-2-4 Determination By City Manager
- 5-2-5 Appeal Of City Manager's Decision To The City GRAMA Appeal Board
- 5-2-6 Non-Requester Appeals
- 5-2-7 Extension Of Time Period
- 5-2-8 Judicial Review

#### 5-2-1 Right To Inspect And Copy Records Appeals In General

Any person aggrieved by the City's determination under GRAMA, including persons not a party to the City's proceeding, may appeal the determination to the City Manager, by filing a notice of appeal with the City Manager within 30 days of when the City sends a notice of denial or the record request is considered denied. The City Manager is the designated chief administrative officer for the City, The notice of appeal shall contain the following information:

A. The petitioner's name, mailing address, and daytime telephone number; and

B. The relief sought.

The person aggrieved may include a short statement of facts, reasons, and legal authority in support of the appeal.

~~Every person has the right to inspect a public record free of charge and the right to take a copy of a public record during normal working hours, subject to the payment of costs and pursuant to Chapter 8 of this Title. All records are public unless otherwise expressly provided by this Title or state or federal law or regulation.~~

#### 5-2-2 Public Records Appeal Of Extraordinary Circumstances Decisions

If the City claims extraordinary circumstances and specifies the date when the records will be available and, if the requester believes the extraordinary circumstances do not exist or that the time specified is unreasonable, the requester may appeal the City's claim of extraordinary circumstances or date for compliance to the City Manager within thirty (30) days of notification of a claim of extraordinary circumstances by the City, despite the lack of a "determination" or its equivalent.

~~The list of public records in this section is not exhaustive and should not be used to limit access to records. The following records are public:~~

~~A. Laws and ordinances;~~

~~B. Names, gender, gross compensation, job titles, job descriptions, business addresses, business telephone numbers, number of hours worked per pay period, dates of employment and relevant education, previous employment, and similar job qualification of the City's former and present employees and officers, excluding undercover law enforcement personnel or investigative personnel if disclosure could reasonably be expected to impair the effectiveness of investigations or endanger any individual's safety;~~

~~C. Final opinions, including concurring and dissenting opinions, and orders that are made by the City in an administrative, adjudicative, or judicial proceeding except that if the proceedings were properly closed to the public, the opinion and order may be withheld to the extent that they contain information that is private, protected, or controlled.~~

~~D. Final interpretations of statutes or rules by the City unless classified as protected under this Title.~~

- ~~E. Information contained in or compiled from a transcript, minutes, or report of the open portions of a meeting of the City as provided by U.C.A. Section 52-4, Open and Public Meetings, including the records of all votes of each member of the City Council;~~
- ~~F. Judicial records unless a court orders the records to be restricted under the rules of civil or criminal procedure or unless the records are private under this Title.~~
- ~~G. Records filed with or maintained by City and County Recorders, clerks, treasurers, surveyors, zoning commissions, or other governmental entities that give public notice of:~~
  - ~~1. title or encumbrances to real property;~~
  - ~~2. restrictions on the use of real property;~~
  - ~~3. the capacity of persons to take or convey title to real property; or~~
  - ~~4. tax status for real or personal property.~~
- ~~H. Data on individuals that would otherwise be private under this Title if the individual who is the subject of the record has given the City written permission to make the record available to the public;~~
- ~~I. Documentation of the compensation the City pays to a contractor or private provider; and~~
- ~~J. Summary data.~~

### **5-2-3 Public Records Unless Exempted Appeal Of Business Confidentiality Claims**

If an appeal involves a record that is the subject of a business confidentiality claim under Utah Code Ann. Section 63G-2-309, as amended, the City Recorder shall:

- A. Send notice of the requester's appeal to the business confidentiality claimant within three (3) business days after receiving notice, except that if notice under this Section must be given to more than thirty-five (35) persons, it shall be given as soon as reasonably possible;
- B. Send notice of the business confidentiality claim and the schedule for the City Recorder's determination to the requester within three (3) business days after receiving notice of the requester's appeal.
- C. The business confidentiality claimant shall have seven (7) business days after notice sent by the City Recorder to submit further support for the claim for business confidentiality.

~~The following records are normally public unless they are expressly exempt from disclosure under Subsection 5-3-1(B), or Section 5-3-3, 5-3-5, or 5-3-7:~~

- ~~A. Administrative staff manuals, instructions to staff, and statements of policy;~~
- ~~B. Records documenting a contractor's or private provider's compliance with the terms of a contract with the City;~~
- ~~C. Records documenting the services provided by a contractor or private provider to the extent the records would be public if prepared by the City;~~
- ~~D. Contracts entered into with the City;~~

- ~~E. Any account, voucher, or contract that deals with the receipt or expenditure of funds by the City;~~
- ~~F. Chronological logs and initial contact reports;~~
- ~~G. Correspondence by and with the City in which the City determines or states an opinion upon the rights of the State, a political subdivision, the public, or any person;~~
- ~~H. Empirical data contained in drafts if the empirical data is not reasonably available to the requester elsewhere in similar form and the City is given a reasonable opportunity to correct any errors or make non-substantive changes before release;~~
- ~~I. Original data in a computer program if the City chooses not to disclose the program;~~
- ~~J. Arrest warrants after issuance, except that, for good cause, a court may order restricted access to arrest warrants prior to service;~~
- ~~K. Search warrants after execution and filing of the return, except that a court, for good cause, may order restricted access to search warrants prior to trial;~~
- ~~L. Records that would disclose information relating to formal charges or disciplinary actions against a past or present employee if the disciplinary action has been completed and all time periods for administrative appeal have expired and the formal charges were sustained;~~
- ~~M. Final audit reports;~~
- ~~N. Business licenses;~~
- ~~O. A notice of violation or similar records used to initiate proceedings for discipline or sanctions against persons regulated by the City, but not including records that initiate employee discipline.~~

#### **5-2-4 Determination By City Manager**

- A. The City Manager shall make a determination on appeal within ten (10) business days of the City Manager's receipt of the notice of appeal, or within five (5) business days of the City Manager's receipt of the notice of appeal if the requester or interested party demonstrates that an expedited decision benefits the public rather than the requester or interested party, or within twelve (12) business days after the City sends the requester's notice of appeal to a person who submitted a claim of business confidentiality. The City Manager may, upon consideration and weighing the various interests and public policies pertinent to the classification and disclosure or nondisclosure, order the disclosure of information properly classified under GRAMA as private or protected if the interests favoring access are greater than or equal to the interests favoring restriction of access.
- B. The City Recorder shall send written notice of the City Manager's determination to all participants. If the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has the right to appeal the denial to the GRAMA Appeal Board, the time limits for filing an appeal, and the individual designated as the contact for the GRAMA Appeals Board.
- C. The City Manager's duties under this Section may be delegated.



- D. If the City Manager fails to make a determination within the time specified in subsection (A) above, the failure shall be considered the equivalent of an order denying the appeal.

#### **5-2-5 Appeal Of City Manager's Decision To The City GRAMA Appeal Board**

- A. A notice of appeal of the City Manager's decision must be filed with the City Recorder no later than thirty (30) days after the City Manager has denied the appeal or fails to make a determination within the time specified in Section 5-2-4 (A). No later than three (3) days after receiving notice of the appeal, the recorder shall schedule a hearing for the GRAMA Appeal Board to discuss the appeal which shall be held no sooner than fifteen (15) days and no later than thirty (30) days from the date of the filing of the appeal.
- B. The GRAMA Appeal Board shall consist of three members: one (1) City employee, and two (2) members of the public who are not employed by or officials of a governmental entity, at least one (1) of whom shall have professional experience with requesting or managing records.
- C. At the hearing, the GRAMA Appeal Board shall allow the parties to testify, present evidence, and comment on the issues. The GRAMA Appeal Board may allow other interested persons to comment on the issues. No later than three (3) business days after the hearing, the GRAMA Appeal Board shall issue a signed order either granting the petition in whole or in part or upholding the determination of the City Manager in whole or in part.
- D. The order of the GRAMA Appeal Board shall include:
1. A statement of reasons for the decision, including citations to GRAMA or federal regulations that govern disclosure of the record, provided that the citations do not disclose private, controlled, or protected information;
  2. A description of the record or portions of the record to which access was ordered or denied, provided that the description does not disclose private, controlled, or protected information;
  3. A statement that any party to the appeal may appeal the GRAMA Appeal Board's decision to the District Court; and
  4. A brief summary of the appeal, and a notice that in order to protect its rights on appeal, the party may wish to seek advice from an attorney.

#### **5-2-6 Non-Requester Appeals**

Any person aggrieved by the City's classification or designation determination under GRAMA, but who is not requesting access to the records, may appeal that determination using the procedures provided in this Chapter. If a non-requester is the only appellant, the procedures provided in this Chapter shall apply, except that the determination on the appeal shall be made within thirty (30) days after receiving the notice of appeal.

#### **5-2-7 Extension Of Time Period**

The provisions of this Section notwithstanding, the parties participating in the proceeding may, by agreement, extend the time periods specified in this Chapter.

#### **5-2-8 Judicial Review**

Any party to the proceeding before the GRAMA Appeal Board may petition for judicial review by the District Court of the GRAMA Appeal Board's order. The petition shall be filed no later than thirty (30) days after the date of the GRAMA Appeal Board's order.

#### **5-3 Non-Public Records And Their Disclosure**

- ~~• [5-3-1 Records That Are Not Public](#)~~
- ~~• [5-3-2 Disclosure Of Records That Are Not Public](#)~~
- ~~• [5-3-3 Private Records](#)~~
- ~~• [5-3-4 Disclosure Of Private Records](#)~~
- ~~• [5-3-5 Controlled Records](#)~~
- ~~• [5-3-6 Disclosure Of Controlled Records](#)~~
- ~~• [5-3-7 Protected Records](#)~~
- ~~• [5-3-8 Disclosure Of Protected Records](#)~~
- ~~• [5-3-9 Confidential Treatment Of Records For Which No Exemption Applies](#)~~

### **5-3-1 Records That Are Not Public**

The following records are not public:

- ~~A. Records that are appropriately classified private, controlled, or protected as allowed by Sections 5-3-3, 5-3-5 and 5-3-7 of this title.~~
- ~~B. Records to which access is restricted pursuant to court rule, another state statute, federal statute, or federal regulation, including records for which access is governed or restricted as a condition of participation in a state or federal program or for receiving state or federal funds.~~
- ~~C. Only those records specified in Sections 5-3-3, 5-3-5, and 5-3-7 may be classified private, controlled, or protected.~~

### **5-3-2 Disclosure Of Records That Are Not Public**

The City may not disclose a record that is private, controlled, or protected to any person except as provided below:-

- ~~A. Before releasing a private, controlled, or protected record, the City shall obtain evidence of the requester's identity.~~
- ~~B. The City may disclose a private, controlled, or protected record to another governmental entity only as provided by U.C.A. Section 63G-2-206.~~
- ~~C. The City shall disclose or authorize disclosure of private or controlled records for research purposes only as provided by U.C.A. Section 63G-2-202(8).~~
- ~~D. Under Section 5-5-4, the City Council may require the disclosure of records that are private under Section 5-3-3, controlled under Section 5-3-5, or protected under Section 5-3-7 to persons other than those specified in this section.~~
- ~~E. Under U.C.A. Sections 63G-2-404(8) and 63G-2-202(7), a court may require the disclosure of records that are private under Section 5-3-3, controlled under Section 5-3-5, or protected under Section 5-3-7 to persons other than those specified in this section.~~
- ~~F. The City may, at its discretion, disclose records that are private under Section 5-3-3 or protected under Section 5-3-5 to persons other than those specified in this Title if the City Council or a designee determines that there is no interest in restricting access to the record, or that the interests favoring access outweigh the interest favoring restriction of access.~~
- ~~G. The specific provisions of the statute, rule, or regulation govern the disclosure of records to which access is mandated pursuant to court rule, another state statute, federal statute, or federal~~

~~regulation, including records for which access is mandated or limited as a condition of participation in a state or federal program or for receiving state or federal funds.~~

*Amended by Ord. 08-49 on 12/11/2008*

### 5-3-3 Private Records

The following records are private:

- ~~A. Records concerning an individual's eligibility for unemployment insurance benefits, social services, welfare benefits, or the determination of benefit levels;~~
- ~~B. Records containing data describing individuals' medical history, diagnosis, condition, treatment, evaluation, or similar medical data;~~
- ~~C. Records of publicly funded libraries that when examined alone or with other records identify a patron;~~
- ~~D. Records concerning a current or former employee of, or applicant for employment with the City that would disclose the individual's home address, home telephone number, social security number, insurance coverage, marital status, or payroll deductions;~~
- ~~E. Records concerning a current or former employee of, or applicant for employment with the City, including performance evaluations and personal status information such as race, religion, or disabilities, but not including records that are public under Section 5-2-2(B) or 5-2-3(A).~~
- ~~F. Records describing an individual's finances, except that the following are public:
  - ~~1. Records described in Section 5-2-2;~~
  - ~~2. Information provided to the City for the purpose of complying with a financial assurance requirement; or~~
  - ~~3. Records that must be disclosed in accordance with another statute~~~~
- ~~G. Other records containing data on individuals the disclosure of which constitutes a clearly unwarranted invasion of personal privacy.~~
- ~~H. Information obtained through a criminal background check under Utah Code Title 11, Chapter 40.~~
- ~~I. Records provided by the United States or a governmental entity outside the state that are given with the requirement that the records be managed as private records, if the providing entity states in writing that the record would not be subject to public disclosure if retained by it.~~

*Amended by Ord. 08-49 on 12/11/2008*

### 5-3-4 Disclosure Of Private Records

Upon request the City shall disclose a **private** record to:

- ~~A. the subject of the record;~~
- ~~B. the parent or legal guardian of an unemancipated minor who is the subject of the record;~~

- ~~C. the legal guardian of any legally incapacitated individual who is the subject of the record;~~
- ~~D. any other individual who;~~
  - ~~1. has a power of attorney from the subject of the record; or~~
  - ~~2. submits a notarized release from the subject of the record or from her or his legal representative dated no later than ninety (90) days before the date the request is made; or~~
  - ~~3. any person to whom the record must be provided pursuant to court order.~~

### **5-3-5 Controlled Records**

~~Records are classified as controlled by the City when the record contains medical, psychiatric, or psychological data about an individual and the City reasonably believes that:~~

- ~~A. releasing the information in the record to the subject of the record would be detrimental to the subject's mental health or the safety of any individual;~~
- ~~B. releasing the information would constitute a violation of normal professional practice and medical ethics.~~

### **5-3-6 Disclosure Of Controlled Records**

~~Upon request, the City shall disclose a **controlled** record to:~~

- ~~A. a physician, psychologist, or certified social worker upon submission of a notarized release from the subject of the record that is dated no more than ninety (90) days prior to the date the request is made and a signed acknowledgment of the terms of disclosure of controlled information as provided by Subsection (C);~~
- ~~B. any person to whom the record must be disclosed pursuant to court order.~~
- ~~C. a person who receives a record from the City in accordance with Subsection (A) above may not disclose the controlled information to any person, including the subject of the record. If there is more than one subject of a private or controlled record, the portion of the record that pertains to another subject shall be segregated from the portion that the requester is entitled to inspect.~~

### **5-3-7 Protected Records**

~~The following records are classified as protected by the City:~~

- ~~A. Trade secrets, as defined in U.C.A. Section 13-24-2, if the person submitting the trade secret has provided the City with the information specified in U.C.A. Section 63G-2-309 for business confidentiality claims.~~
- ~~B. Commercial information or non-individual financial information obtained from a person if:~~
  - ~~1. Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the City to obtain necessary information in the future;~~
  - ~~2. The person submitting the information has a greater interest in prohibiting access than the public has in obtaining access; and~~

- ~~3. The person submitting the information has provided the City with the information specified in U.C.A. Section 63G-2-309.~~
- ~~C. Commercial or financial information acquired or prepared by the City to the extent that a disclosure would lead to financial speculations in currencies, securities, or commodities that will interfere with a planned transaction by the City or cause substantial financial injury to the City or cause financial injury to the State economy;~~
- ~~D. Test or interview questions and answers to be used in future license, certification, registration, employment or academic examinations;~~
- ~~E. Records the disclosure of which would impair governmental procurement or give an unfair advantage to any person proposing to enter into a contract or agreement with the City, except that this subsection does not restrict the right of a person to see bids submitted to or by the City after bidding has closed;~~
- ~~F. Records that would identify real property or the appraisal or estimated value of real or personal property, including intellectual property, under consideration for public acquisition before any rights to the property are acquired unless:
  - ~~1. Public interest in obtaining the information outweighs the City's need to acquire the property on the best terms possible;~~
  - ~~2. The information has already been disclosed by persons not employed by or under a duty of confidentiality to the City; or~~
  - ~~3. In the case of records that would identify property described, potential sellers of the property have already learned of the City's plans to acquire the property;~~
  - ~~4. In the case of records that would identify the appraisal or estimated value of the property, the potential sellers have already learned of the City's estimated value of the property;~~~~
- ~~G. Records prepared in contemplation of sale, lease, exchange, rental, or other contemplated transaction of real or personal property, including intellectual property, which, if disclosed prior to completion of the transaction, would reveal the appraisal or estimated value of the subject property unless:
  - ~~1. The public interest in access outweighs the interest in restricting access, including the City's interest in maximizing the financial benefit of the transaction; or~~
  - ~~2. When prepared by or on behalf of the City, appraisals or estimates of the value of the subject property have been disclosed to persons not employed by or under a duty of confidentiality to the City;~~~~
- ~~H. Records created or maintained for civil, criminal, or administrative enforcement purposes or audit purposes, or for discipline, licensing, certification or registration purposes if release of the records:
  - ~~1. reasonably could be expected to interfere with investigations undertaken for discipline, licensing, certification, or registration purposes;~~~~

- ~~2. reasonably could be expected to interfere with audits, disciplinary, or enforcement proceedings;~~
  - ~~3. would create a danger of depriving a person of a right to a fair trial or impartial hearing;~~
  - ~~4. reasonably could be expected to disclose the identity of a source who is not generally known outside of the government and, in the case of a record compiled in the course of an investigation, disclose information furnished by a source not generally known outside of government if the disclosure would compromise the source; or~~
  - ~~5. reasonably could be expected to disclose investigative or audit techniques, procedures, policies, or orders not generally known outside of government if disclosure would interfere with enforcement or audit efforts;~~
- ~~I. Records the disclosure of which would jeopardize the life or safety of an individual;~~
  - ~~J. Records the disclosure of which would jeopardize the security of governmental property, governmental programs, or governmental record keeping systems from damage, theft, or other appropriation or use contrary to law or public policy;~~
  - ~~K. Records the disclosure of which would jeopardize the security or safety of a correctional facility, or records relating to incarceration, treatment, probation, or parole, that would interfere with the control and supervision or an offender's incarceration, treatment, probation, or parole;~~
  - ~~L. Records of a governmental audit agency relating to an ongoing or planned audit until the final audit is released;~~
  - ~~M. Records prepared by or on behalf of the City solely in anticipation of litigation that are not available under the rules of discovery;~~
  - ~~N. Records disclosing an attorney's work product, including the mental impressions or legal theories of an attorney or other representative of the City concerning litigation;~~
  - ~~O. Records of communications between the City and an attorney representing, retained or employed by the City if the communications would be privileged as provided in U.C.A. Section 78B-1-137;~~
  - ~~P. Drafts, unless otherwise classified as public;~~
  - ~~Q. Records concerning the City's strategy concerning collective bargaining or pending litigation;~~
  - ~~R. Records of investigations of loss occurrences and analyses of loss occurrences;~~
  - ~~S. Records, other than personnel evaluations, that contain a personal recommendation concerning an individual if disclosure would constitute a clearly unwarranted invasion of personal privacy, or disclosure is not in the public interest;~~
  - ~~T. Records that contain the location of historic, prehistoric, or biological resources that if known would jeopardize the security of those resources or the security of valuable cultural, historic, scientific, or educational information;~~
  - ~~U. Records of independent state agencies if the disclosure of the records would conflict with the fiduciary obligations of the agency;~~

- ~~V. Records provided by the United States or a governmental entity outside the State that are given to the City with the requirement that they be managed as protected records if the providing entity certifies that the record would not be subject to public disclosure if retained by it;~~
- ~~W. Transcripts, minutes, or reports of the closed portion of a meeting of a public body except as provided in U.C.A. Section 52-4-7 of the Open and Public Meetings Act;~~
- ~~X. Records that would reveal the contents of settlement negotiations but not including final settlements or empirical data to the extent that they are not otherwise exempt from disclosure;~~
- ~~Y. Memorandum prepared by staff and used in the decision-making process by an administrative law judge, a member of the Board of Pardons, or a member of any other body of law charged by law with performing a quasi-judicial function; and~~
- ~~Z. Records that would reveal negotiations regarding assistance or incentives offered by or requested from the city for the purpose of encouraging a person to expand or locate a business in Utah, but only if disclosure would result in actual economic harm to the person or place the city at a competitive disadvantage, but this section may not be used to restrict access to a record evidencing a final contract; and~~
- ~~AA. ——— Materials to which access must be limited for purposes of securing or maintaining the City's proprietary protection of intellectual property rights including patents, copyrights, and trade secrets.~~

*Amended by Ord. [08-49](#) on 12/11/2008*

### **5-3-8 Disclosure Of Protected Records**

Upon request the City shall disclose a protected record to:

- ~~A. The person who submitted the record;~~
- ~~B. Any other individual who:
  - ~~1. has a power of attorney from all persons and governmental entities whose interest were sought to be protected by the protected classification;~~
  - ~~2. submits a notarized release from all persons and governmental entities whose interests were sought to be protected by the protected classification or from their legal representatives dated no more than ninety (90) days prior to the date the request was made; or~~~~
- ~~C. Any other person to whom a record must be provided pursuant to a court order.~~
- ~~D. The City shall provide a person with a copy of the record if the person:
  - ~~1. has a right to inspect it;~~
  - ~~2. identifies the record with reasonable specificity; and~~
  - ~~3. pays the lawful fees.~~~~

### **5-3-9 Confidential Treatment Of Records For Which No Exemption Applies**



~~A court may order the confidential treatment of records for which no exemption from disclosure applies if compelling interests, which favor restriction of access to the records clearly outweigh the interests favoring access. If the City requests a court to restrict access to a record under this section, the court shall require the City to pay the reasonable attorney's fees and court costs incurred by the leading party in opposing the City's request if the court denies confidential treatment under this section.~~

~~This section does not apply to records that are specifically required to be public under Chapter 2 of this Title \_\_\_\_\_ or \_\_\_\_\_ under \_\_\_\_\_ U.C.A. \_\_\_\_\_ Section \_\_\_\_\_ 63G-2-301.~~

~~Access to drafts and empirical data may be limited under this section, but the courts may consider, in their evaluation of interests favoring restriction of access, only those interests that relate to the underlying information, \_\_\_\_\_ and \_\_\_\_\_ not \_\_\_\_\_ to \_\_\_\_\_ the \_\_\_\_\_ deliberative \_\_\_\_\_ nature \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ record.~~

~~Access to original data in a computer program may be limited under this section, but the court may consider, in its evaluation of interests favoring restriction of access, only those interests that relate to the underlying information and not to the statutes of that data as part of a computer program.~~

*Amended by Ord. 08-49 on 12/11/2008*

## **5-4 Procedures For Access**

- ~~5-4-1 Written Requests For Records~~
- ~~5-4-2 Response To Request~~
- ~~5-4-3 Duty Of City To Respond In Limited~~
- ~~5-4-4 Circumstances Which Would Extend Response Time~~
- ~~5-4-5 Denials Of Requests For Records~~

### **5-4-1 Written Requests For Records**

~~A person making a request for a record shall furnish the City with a written request containing their name, mailing address, daytime phone number if available, and a reasonably specific description of the records requested.~~

### **5-4-2 Response To Request**

~~As soon as reasonably possible, but no later than ten (10) business days after receiving a written request, or five business days after receiving a written request if the requester demonstrates that expedited response would primarily benefit the public, the City shall respond to the request by:~~

- ~~A. approving the request and providing the record;~~
- ~~B. denying the request;~~
- ~~C. notifying the requester that it does not maintain the record and providing, if known, the name and address where the record can be found; or~~
- ~~D. notifying the requester that because of one of the extraordinary circumstances listed in Section 5-4-4, below, it cannot immediately approve or deny the request. The notice shall describe the circumstances relied upon and shall specify the date when the record request will be approved or denied.~~

### **5-4-3 Duty Of City To Respond In Limited**

~~The following limits shall apply to requests:~~

- ~~A. The City is not required to create a record in response to a request.~~
- ~~B. The City is not required to fulfill a record request if the request unreasonably duplicates prior record requests from that person.~~
- ~~C. If a person requests copies of more than fifty (50) pages of records, and if the records are contained in files that do not contain records that are exempt from disclosure, the City may:
  - ~~1. provide the requester with copying facilities and require the requester to make her or his own copies; or~~
  - ~~2. allow the requester to provide her or his own copying facilities and personnel to make the copies at the City offices, and waive the fees for copying the records.~~
  - ~~3. nothing in this Title shall be construed to limit or impair the rights or protection granted to the City under federal copyright or patent law as a result of its ownership of the intellectual property right.~~
  - ~~4. the City may not use the physical form, electronic or otherwise, in which a record is stored to deny or unreasonably hinder the rights of persons to inspect and receive copies of a record.~~~~
- ~~D. The City may provide access to an electronic copy of a record in lieu of providing access to its paper equivalent.~~

*Amended by Ord. 08-49 on 12/11/2008*

#### **5-4-4 Circumstances Which Would Extend Response Time**

~~The following circumstances constitute "extraordinary circumstances" that allow the City to delay approval or denial for a reasonable period of time, but for no longer than fifteen (15) business days. If the City fails to provide the requested records or issue a denial within the specified time period, that failure is considered the equivalent of a determination denying access to the records:~~

- ~~A. The request is for a voluminous quantity of records;~~
- ~~B. The City is currently processing a large number of record requests;~~
- ~~C. The request requires the City to review a large number of records to locate the records requested;~~
- ~~D. The decision to release a record involves legal issues that require analysis of statutes, rules, ordinances, regulations, or case law;~~
- ~~E. Segregating information that the requester is entitled to inspect from information that the requester is not entitled to inspect requires extensive editing or computer programming; or~~
- ~~F. Another governmental entity is using the record, in which case the City shall promptly request that governmental entity currently in possession to return the record.~~
- ~~G. Another governmental entity is using the record as part of an audit and returning the record before the completion of the audit would impair the conduct of the audit.~~

#### **5-4-5 Denials Of Requests For Records**

If the City denies a request in whole or in part, it shall provide a denial notice to the requester either in person or by sending the notice to the requester's address. The denial notice shall contain the following information:

- A. A brief description of the record or portions of the record to which access was denied, provided that the description does not disclose private, controlled, or protected information or records to which access is restricted pursuant to court rule, another state statute, federal statute, or federal regulation, including records for which access is governed or restricted as a condition of participation in a state or federal program or for receiving state or federal funds;
- B. Citations to the authority that exempt the record or portions of the record from disclosure;
- C. A statement that the requester has the right to appeal the denial to the City Manager; and
- D. A brief summary of the appeals process and time limits for filing an appeal.

Unless otherwise required by a court or agency of competent jurisdiction, the City may not destroy or give up custody of any record to which access was denied until the period for an appeal has expired or the end of the appeals process, including judicial appeal.

#### **5-5 Appeals**

- [5-5-1 Appeals In General](#)
- [5-5-2 Appeal Of Extraordinary Circumstances Decisions](#)
- [5-5-3 Appeal Of Business Confidentiality Claims](#)
- [5-5-4 Determination By City Manager](#)
- [5-5-5 Appeal Of City Manager's Decision To City Council](#)
- [5-5-6 Non-Requester Appeals](#)
- [5-5-7 Extension Of Time Period](#)
- [5-5-8 Judicial Review](#)

##### **5-5-1 Appeals In General**

Any person aggrieved by the City's access determination under this Title, including a person not a party to the City's proceeding, may appeal the determination to the City Manager by filing a notice of appeal. The notice of appeal shall contain the following information:

- A. The petitioner's name, mailing address, and daytime telephone number; and
- B. The relief sought.
- C. A short statement of facts, reasons, and legal authority in support of the appeal.

##### **5-5-2 Appeal Of Extraordinary Circumstances Decisions**

If the City claims extraordinary circumstances and specifies the date when the records will be available and, if the requester believes the extraordinary circumstances do not exist or that the time specified is unreasonable, the requester may appeal the City's claim of extraordinary circumstances or date for compliance within thirty (30) days of notification of a claim of extraordinary circumstances by the City, despite the lack of a "determination" or its equivalent.

##### **5-5-3 Appeal Of Business Confidentiality Claims**

If the appeal involves a record that is the subject of a business confidentiality claim under U.C.A. Section 63G-2-309, the City Recorder shall:

- ~~A. Send notice of the requester's appeal to the business confidentiality claimant within three (3) business days after receiving notice, except that if notice under this section must be given to more than thirty-five (35) persons, it shall be given as soon as reasonably possible;~~
- ~~B. Send notice of the business confidentiality claim and the schedule for the City Recorder's determination to the requester within three (3) business days after receiving notice of the requester's appeal.~~
- ~~C. The requester shall have seven (7) business days after notice sent by the City Recorder to submit further support for the claim for business confidentiality.~~

*Amended by Ord. 08-49 on 12/11/2008*

#### **5-5-4 Determination By City Manager**

~~The City Manager shall make a determination on any appeal within five (5) business days of the City Manager's receipt of the notice of appeal or within twelve (12) business days after the City sends the requester's notice of appeal to a person who submitted a claim of business confidentiality. The City Manager may, upon consideration and weighing the various interests and public policies pertinent to the classification and disclosure or nondisclosure, order the disclosure of information properly classified as private under Section 5-3-3 or protected under Section 5-3-7 if the interests favoring access outweigh the interests \_\_\_\_\_ favoring \_\_\_\_\_ restriction \_\_\_\_\_ of \_\_\_\_\_ access.~~

~~The City Recorder shall send written notice of the Mayor's determination to all participants. If the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has the right to appeal the denial to the City Council, and the time limits for filing an appeal.~~

~~The \_\_\_\_\_ City \_\_\_\_\_ Manager's \_\_\_\_\_ duties \_\_\_\_\_ under \_\_\_\_\_ this \_\_\_\_\_ section \_\_\_\_\_ may \_\_\_\_\_ be \_\_\_\_\_ delegated.~~

~~If the City Manager fails to make a determination within the time specified in Subsection (A), the failure shall be considered the equivalent of an order denying the appeal.~~

#### **5-5-5 Appeal Of City Manager's Decision To City Council**

~~A notice of appeal of the City Manager's decision must be filed with the City Recorder no later than thirty (30) days after the City Manager has denied the appeal or fails to make a determination within the time specified in Section 5-5-4. No later than three (3) days after receiving notice of appeal, the recorder shall schedule a hearing for the City Council to discuss the appeal which shall be held no sooner than fifteen (15) days and no later than thirty (30) days from the date of the filing of the appeal.~~

~~At the hearing, the City Council shall allow the parties to testify, present evidence and comment on the issues. The City Council may allow other interested persons to comment on the issues. No later than three (3) business days after the hearing, the City Council shall issue a signed order either granting the petition in whole or in part or upholding the determination of the City Manager in whole or in part.~~

~~The order of the City shall include:~~

- ~~A. A statement of reasons for the decision, including citations to this Title or federal regulations that govern disclosure of the record, provided that the citations do not disclose private, controlled, or protected information;~~

- ~~B. A description of the record or portions of the record to which access was ordered or denied, provided that the description does not disclose private, controlled, or protected information;~~
- ~~C. A statement that any party to the appeal may appeal the City's decision to the District Court; and~~
- ~~D. A brief summary of the appeal, and a notice that in order to protect its rights on appeal, the party may wish to seek advice from an attorney.~~

#### **5-5-6 Non-Requester Appeals**

~~Any person aggrieved by the City's classification or designation determination under this Title, but who is not requesting access to the records, may appeal that determination using the procedures provided in this chapter. If a non-requester is the only appellant, the procedures provided in this section shall apply, except that the determination on the appeal shall be made within thirty (30) days after receiving the notice of appeal.~~

#### **5-5-7 Extension Of Time Period**

~~The provisions of this section notwithstanding, the parties participating in the proceeding may, by agreement, extend the time periods specified in this Title.~~

#### **5-5-8 Judicial Review**

~~Any party to the proceeding before the City Council may petition for judicial review by the District Court of the City Council's order. The petition shall be filed no later than thirty (30) days after the date of the City Council's order.~~

#### **5-6 Records Retention Schedules**

- ~~• 5-6-1 Adoption Of Records Retention Schedules~~

#### **5-6-1 Adoption Of Records Retention Schedules**

~~The City shall adopt by Resolution retention schedules for each record series pursuant to the Utah Municipal General Records Retention Schedule, prepared by the Utah Department of Administrative Services, Division of Archives and Records Service, with amendments and exclusions as necessary.~~

#### **5-7 Rights Of Individuals On Whom Data Is Maintained**

- ~~• 5-7-1 Requests For Information~~
- ~~• 5-7-2 Segregation Of Records~~
- ~~• 5-7-3 Request To Amend A Record~~
- ~~• 5-7-4 Appeal Of Denial To Amend Record~~
- ~~• 5-7-5 Section Not Applicable~~

#### **5-7-1 Requests For Information**

~~The City shall file with the State Archivist a statement explaining the purposes for which record series designated private or controlled are collected and used by the City. This statement shall be a public record. When individuals on whom data is maintained request it, the City shall explain the reasons the individual has been asked to furnish the City with information that could be classified private or controlled, the intended uses of the information, and the consequences for refusing to provide the information.~~

~~The City shall not use private or controlled records for purposes other than those given in the statement filed with the State Archivist under Subsection (1) or for purposes other than those for which another governmental entity could use the record under U.C.A. Section 63G-2-206.~~

Amended by Ord. 08-49 on 12/11/2008

### **5-7-2 Segregation Of Records**

Notwithstanding any other provision in this Title, if the City receives a request for access to a record that contains both information that the requester is entitled to inspect and information that the requester is not entitled to inspect under this Title, the City shall allow access to information in the record that the requester is entitled to inspect under this Title and deny access to information in the record if the information is exempt from disclosure to the requester, by issuing a written denial notice.

### **5-7-3 Request To Amend A Record**

Any individual may contest the accuracy or completeness of any public, private, or protected record by requesting the City to amend the record. However, this section does not affect the right of access to any private or protected records concerning him or her. The request shall contain the requester's name, mailing address, and daytime phone number and a brief statement explaining why the City should amend the record. The City shall issue an order either approving or denying the request to amend no later than thirty \_\_\_\_\_ days \_\_\_\_\_ from \_\_\_\_\_ the \_\_\_\_\_ receipt \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ request.

If the City approves the request, the City shall correct all of its records that contain the same incorrect information as soon as practical. The City shall not disclose the record until it has amended it, once the request \_\_\_\_\_ has \_\_\_\_\_ been \_\_\_\_\_ approved.

If the City denies the request it shall inform the requester in writing and provide a brief written statement giving \_\_\_\_\_ its \_\_\_\_\_ reasons \_\_\_\_\_ for \_\_\_\_\_ denying \_\_\_\_\_ the \_\_\_\_\_ request.

If the requester disagrees with the City's decision not to amend a record, the requester may submit a written statement contesting the information in the record and the City shall file the requester's statement along with the disputed record or make the statement accessible if the record is not in a form such that the statement can accompany the record and disclose the requester's statement along with the information in the record whenever the City discloses the disputed information.

### **5-7-4 Appeal Of Denial To Amend Record**

The requester may appeal the denial of the request to amend a record pursuant to Chapter 5 of this Title governing appeals.

### **5-7-5 Section Not Applicable**

This section does not apply to records relating to title or real or personal property, medical records, judicial case files, or any other records that the City determines must be maintained in their original form to protect the public interest and to preserve the integrity of the record system.

## **5-8 Fees**

- **5-8-1 Reasonable Fees To Be Set By Resolution**
- **5-8-2 Waiver Of Fees**

### **5-8-1 Reasonable Fees To Be Set By Resolution**

The City will set reasonable fees by Resolution to cover the City's actual cost of duplicating a record or compiling a record in a form other than that maintained by the City. The initial fee, until changed by resolution is as set forth in Appendix "A". The City may not charge a fee for reviewing a record to determine whether it is subject to disclosure or inspecting a record.

### **5-8-2 Waiver Of Fees**

The City may fulfill a record request without charge when it determines that:

- ~~A. releasing the record primarily benefits the public;~~
- ~~B. the individual requesting the record is the subject of the record;~~
- ~~C. the requester's legal rights are directly implicated by the information in the record; or~~
- ~~D. the requester is impecunious.~~

## **5-9 Criminal Penalties**

- ~~• 5-9-1 Intentional Disclosure Of Private, Controlled Or Protected Records Or Non-Disclosure Of Public Records By Employees Or Others~~
- ~~• 5-9-2 Obtaining Records Illegally~~

### **5-9-1 Intentional Disclosure Of Private, Controlled Or Protected Records Or Non-Disclosure Of Public Records By Employees Or Others**

~~A public employee or other person who has lawful access to any private, controlled, or protected record under this Title, and who intentionally discloses or provides a copy of a private, controlled, or protected record to any person knowing that such disclosure is prohibited, is guilty of a class B misdemeanor. A public employee who intentionally refuses to release a record the disclosure of which the employee knows is required by law or by final unappealed order from the City, the Records Committee, or a court, is \_\_\_\_\_ guilty \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ class \_\_\_\_\_ B \_\_\_\_\_ misdemeanor.~~

~~It is a defense to prosecution under this subsection that the actor released private, protected, or controlled information in the reasonable belief that the disclosure of the information was necessary to expose a violation of the law involving government corruption, abuse of office or misappropriation of public funds or property. It is also a defense to prosecution under this subsection that the record could have been lawfully released to the recipient if it had been properly classified.~~

### **5-9-2 Obtaining Records Illegally**

~~A person who, by false pretense, bribery, or theft, gains access or obtains a copy of any private, controlled, or protected record to which she or he is not legally entitled is guilty of a class B misdemeanor. No person shall be guilty under this subsection who receives the record, information, or copy after the fact and without prior knowledge of or participation in the false pretenses, bribery, or theft.~~



## EXHIBIT B

### 3 Ethics, Chapter 1 Code Of Ethics For Officials And Employees; Responsibility Of Public Officials

#### 3-1-4 Gifts; Use Of Office For Personal Benefit Prohibited

- ~~A.~~ No City officer or employee shall knowingly accept any economic benefit tantamount to a gift which creates a conflict of financial interest and is given by any person, firm or corporation which to his or her knowledge ~~is~~ interested, directly or indirectly, in any manner whatsoever in business dealings with the City. No City officer or employee shall accept any economic benefit tantamount to a gift regardless of amount, retainer or compensation that is contingent upon a specific action by the City Council, a City commission, board or committee, or a City agency.÷
- ~~A.~~ B. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, or his or her family members, may knowingly receive or accept anything of value including, but not limited to gifts, meals, lodging, or travel from anyone who is seeking or has a contract with the City. "Anything of value" excludes hospitality gifts valued at less than \$10, and is not over \$50 total annually from the same individual.
- ~~B.~~
- ~~C.~~ C. As used in this section, an "economic benefit tantamount to a gift" includes:
1. A loan at an interest rate that is substantially lower than the commercial rate then currently prevalent for similar loans; and
  2. Compensation received for private services rendered at a rate substantially exceeding the fair market value of the services.
- ~~D.~~ D. It is an offense for an elected or appointed officer or City employee to:
1. disclose or improperly use private, controlled, or protected information acquired by reason of his or her official position or in the course of official duties in order to substantially further ~~substantially~~ the officer's or employee's personal economic interest or to secure special privileges or exemptions for himself or others;
  2. use or attempt to use his or her official position to:
    - a. substantially further the officer's or employee's personal economic interest; or
    - b. secure special privileges for himself or herself or others; or
  3. knowingly receive, accept, take, seek, or solicit, directly or indirectly, for himself or another a bribe, gift of substantial value, or a substantial economic benefit tantamount to a gift that:
    - a. would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties; or
    - b. the person knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the person for official action taken.
- ~~E.~~ E. EXCEPTIONS. Subsection (~~B~~D)(3) does not apply to:
1. an occasional nonpecuniary or hospitality gift having a value of less than \$10 \$50, and is not over \$50 total annually from the same individual;
  2. an award publicly presented in recognition of services;

3. any bonafide loan made in the ordinary course of business;
4. a political campaign contribution; or
5. any gift which would have been offered or given to a person if he or she were not a City officer or employee.

....

## **Chapter 2 Disclosure; Conflicts Of Financial Interest**

### **3-2-3 Definitions**

**A. APPOINTED OFFICER.** Any person appointed to any statutory office or position or any other person appointed to any position of employment with the City. Appointed officers include, but are not limited to, persons serving on special, regular, or full-time committees, agencies, or boards whether or not such persons are compensated for their services. The use of the word ‘officer’ in this part is not intended to make appointed persons or employees ‘officers’ of the City.

**B. ASSIST.** Means to act, or offer or agree to act, in such a way as to help, represent, aid, advise, furnish information to, or otherwise provide assistance to a person or business entity, believing that such action is of help, aid, advice, or assistance to such person or business entity and with the intent to assist such person or business entity.

**C. BUSINESS ENTITY.** A sole proprietorship, partnership, association, joint venture, corporation, firm, trust, foundation, or other organization or entity used in carrying on a business.

**D. CITY EMPLOYEE.** A person who is not an elected or appointed officer who is employed on a full or part-time basis by the City.

**E. CITY OFFICER.** Any appointed or elected officer. Shall include the Mayor, City Council, all Mayor-appointed City officials and the members of City agencies, boards, committees, and commissions.

**F. COMPENSATION.** Anything of economic value, however, designated, which is paid, loaned, granted, given, donated, or transferred to any person or business entity by anyone other than the governmental employer for or in consideration of personal services, materials, property or any other thing whatsoever.

**G. ELECTED OFFICER.** Any person elected or appointed to the office of Mayor or City Council.

**H. IMPROPER DISCLOSURE.** Disclosure of private, controlled, or protected information to any person who does not have both the right and the need to receive the information.

**I. INTEREST.** Direct or indirect pecuniary or material benefit accruing to a City officer or employee as a result of an official act or action by or with the City, except for such contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For the purposes of this Chapter, an appointed or elected officer or City employee shall be deemed to have an interest in the affairs of:

1. any person related to him by blood or marriage in a degree closer than the fourth degree of consanguinity or affinity, determined by the civil law method, and a divorce or separation between spouses shall not be deemed to terminate any such relationship;

2. any person or business entity with whom a contractual relationship exists with the elected or appointed officer, or City employee;
3. any business entity in which the appointed or elected officer or City employee is an officer, director, or member having a financial interest in, or employed by;
4. any business entity in which the stock of, or legal or beneficial ownership of, in excess of five percent (5%) of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the City officer or employee.

**J. MUNICIPAL BODY.** Any public board, commission, committee, or other public group organized to make public policy decisions or to advise persons who make public policy decisions.

**K. OFFICIAL ACT OR ACTION.** Any specific decision or action on a question, matter, cause, suit, proceeding or controversy, whether it be a legislative, administrative, appointive or discretionary act or decision that is pending or may by law be brought before ~~of~~ any City officer or employee of the City or any agency, board, committee or commission thereof.

**L. POLITICAL PURPOSE.** An act done with intent or in such a way as to influence or tend to influence, directly or indirectly, the election of a candidate or the disposition of any issue on the ballot at a municipal election.

**M. PRIVATE, CONTROLLED, OR PROTECTED INFORMATION.** Information classified as private, controlled, or protected under Utah State Code Title 62G, Chapter 2, Government Records Access and Management Act, as amended, or other applicable provision of law.

**N. SUBSTANTIAL INTEREST.** Ownership, either legally or equitably, by an individual, his or her spouse, or his or her minor children, of at least ten percent (10%) of the outstanding shares of a corporation or ten percent (10%) interest in any other business entity

...

### 3-2-7 Public Contracts

No City officer or employee ~~who~~, shall enter into any contract with the City or ~~in his capacity as such officer or employee participates~~ in the making of a contract in which he or she has a direct or indirect private pecuniary interest, ~~direct or indirect~~, if in his or her capacity as a City employee or officer:

A. he or she participated in the making of the contract; or

B. he or she performed ~~or performs~~ in regard to that contract some function requiring the exercise of discretion on his or her part, ~~shall enter into any contract with the City unless:~~

1. the contract is awarded through a process of public notice and competitive bidding; or

~~A.~~ 2. the City Attorney ~~waives the requirement of this section after determining~~ determines that it is the best interest of the City to do so.

### 3-2-8 Exceptions To Chapter

~~A.~~ It shall not be deemed a violation of the standards of this Chapter if the interest of a City officer or employee, as a person or business entity, is:

- B. ~~A.~~ A. a contractual obligation of less than five hundred dollars (\$500.00), which has not been preceded by any other obligation, discharged or existing, between the parties, and which is not the first in a series of two or more loans or debts which either of the parties is under the obligation to make or incur; or
- C. ~~B.~~ B. A commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of this state to engage in the making of such loans ~~shall not be deemed to create an interest in violation of this Chapter;~~ or
- D. ~~C.~~ C. A contract for a commercial retail sale, even though over the value of five hundred dollars (\$500.00), ~~shall not be deemed to create an interest in violation of this Chapter.~~

....

## Chapter 5. Enforcement; Penalties

...

### 3-5-2 Penalties

In addition to any other penalties or remedies provided by law, any violation of the provisions of this Title shall result in the following:

- A. A cause for suspension, removal from office or dismissal from employment, or other disciplinary action after notice and hearing conducted by the appropriate appointed authority, or in the case of the Council, a majority of the City Council;
- B. ~~Be found guilty of:~~
  - 1. ~~a felony of the second degree if the total value of the compensation, conflict of interest, or assistance exceeds \$1,000;~~
  - 2. ~~a felony of the third degree if:~~
    - a. ~~the total value of the compensation, conflict of interest, or assistance is more than \$250, but not more than \$1,000; or~~
    - b. ~~the elected or appointed City officer or employee has been twice before convicted of violation of this Title and the value of the conflict of interest, compensation, or assistance was \$250 or less;~~
  - 3. ~~a class A misdemeanor if the value of the compensation or assistance was more than \$100 but does not exceed \$250; or~~
  - 4. ~~a class B misdemeanor if the value of the compensation or assistance was \$100 or less.~~
- C. Any contract or subcontract entered into pursuant to that transaction without returning any party of the consideration received by the City may be rescinded or void.

## EXHIBIT C –

### Title 2 Administration

#### Chapter 3 City Council Procedure

##### 2-3-8 Voting

- A. A roll call vote shall be taken and recorded for all ordinances, resolutions and any action which would create a liability against the City and in any other case at the request of any member of the City by a “yes” or a “no” vote.
- B. No member of the City Council shall vote on any question in which he or she has substantial interest in as defined in Title 3, Chapter 2 of this code, other than the common public interest, or on any question concerning his or her own conduct.
- C. Each City Council member present shall vote when called upon unless abstains by reason of and in accordance with Title 3, Chapter 2 of this code.
- D. Any member refusing to vote except when not so required by this Chapter shall be guilty of misconduct in office.
- E. Any Council member acting as Mayor Pro Tempore shall not lose his or her vote by virtue of conducting the meeting as Mayor Pro Tempore.
- F. The minimum number of yes votes required for City Council to pass any ordinance or resolution, or to take any action, unless otherwise prescribed by law, is a majority of the voting members of the Council, which shall be three (3), regardless of absence or vacancy. In the case of a tie vote, the Mayor shall be a voting member of the Council and shall vote to break the tie.

##### 2-3-9 Procedure For Ordinance Enactment

The procedure for enactment of ordinances making general modification of existing ordinances, and ordinances adopting standards codes, shall be as follows:

- A. The ordinance shall be introduced at any regular meeting of the City Council by the Mayor, City Manager, or any City Council member.
- B. The ordinance shall be read in full, or in cases where copies of the ordinance are available to the City Council and to those persons in attendance at said City Council meeting, said ordinance may be read by title only.
- C. After the reading of the proposed ordinance or its title and any discussion thereon, the ordinance shall be adopted or rejected by a majority vote of the voting members of the City Council, which shall be a minimum of three (3), regardless of absence or vacancy. ~~City Council members present~~ unless the ordinance removes or reinstates to the Mayor a power, duty, or function provided in U.C.A. §10-3b-104. If the ordinance affects the Mayor’s power under U.C.A. §10-3b-104, the Mayor and a majority of all other Council members, or all Council members except the Mayor must vote to adopt the ordinance if it is to pass.
- D. If a public hearing is required before consideration of an ordinance, action may be taken at the same meeting as the public hearing.

- E. Public notice of the time and place of City Council consideration of all ordinances shall be given in the same manner as notice for all City Council meetings or as otherwise directed by statute or ordinance.
- F. Upon adoption, ordinances shall take effect on their stated effective date, or upon publication if required by U.C.A. §10-3-711.
- G. Whenever an ordinance shall be published by reference or by title, the publication shall contain a summary of the subject matter of said ordinance and shall contain a notice to the public that copies of the ordinance are available at the office of the City Recorder. The publication of any ordinance by reference or by title as provided herein must set forth in full any penalty clause contained in said ordinance.

## Title 2, Chapter 4 City Administration

### **2-4-3 Powers And Duties**

The City Manager shall be responsible and under the control and supervision of the Mayor and the City Council for the proper administration of all affairs of the City placed in his or her charge, and to that end, he or she shall have the power and duty and be required to:

- A. Be responsible for the enforcement of the laws and ordinances of the City;
- B. Appoint, hire, suspend, transfer and remove all non-elective City employees excepting the City Attorney;
- C. Appoint, with advice and consent of the City Council, a qualified person to each of the offices of recorder and treasurer; create other offices as may be deemed necessary for the good government of the City; and appoint, regulate and prescribe the powers and duties of all other employees of the City, except as provided by law or by ordinance;
- D. Serve as or appoint with the advice and consent of the City Council a budget officer for the purpose of complying with the requirements of the Uniform Fiscal Procedures Act for Utah Cities, U.C.A. §10-6, as amended;
- E. Cause a proposed budget to be prepared annually and submitted to the Mayor and City Council and be responsible for the administration of the budget after its adoption, said budget to be construed as financial estimate only;
- F. Prepare and submit to the City Council as of the end of the fiscal year a complete report on finances and administrative activities of the City for the preceding year, and upon request of the Mayor or City Council make written or verbal reports at any time concerning the affairs of the City under his supervision;
- G. Keep the Mayor and the City Council advised of the financial condition and future needs of the City and make such recommendations to the Mayor or Council for adoption as he or she may deem necessary or expedient;
- H. Exercise supervision and control over all executive and administrative departments, excepting legal, and recommend to the Mayor and City Council any proposal he or she thinks advisable to establish, consolidate or abolish administrative departments;

- I. Be responsible for the enforcement of all terms and conditions imposed in favor of the City in any contract or public utility franchise, and upon knowledge of any violation thereof, report the same to the Mayor and City Council for such action and proceedings as may be necessary to enforce the same;
- J. Attend City Council meetings and participate in discussions with the Mayor and City Council in an advisory capacity;
- K. Provide for engineering, architectural, maintenance and construction services required by the City; and
- L. Declare a local emergency by proclamation for less than thirty (30) days unless approved by the City Council and take disaster or emergency related actions as authorized by ~~U.C.A. §63K-4-103~~ Utah Code Ann. § 53-2a-201 et seq., the Disaster Response and Recovery Act, as amended, and the City's Emergency Response Plan; and
- M. Perform such other duties as may be prescribed by ordinance or required of him or her by the Mayor and City Council which are not inconsistent with the laws of the state.



## **Council Agenda Item Report**

Meeting Date: May 31, 2018

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: NEW BUSINESS

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### **Subject:**

Consideration of the Mountain Top Subdivision Emergency Water Agreement  
(A) Public Input (B) Action

### **Suggested Action:**

### **Attachments:**

[Mountain Top Subdivision Water Agreement Staff Report](#)

[May 15, 2018 Temporary Letter of Understanding](#)

[Map of Mountain Top Subdivision](#)



## City Council Staff Report

**Subject:** Mountain Top Subdivision Emergency Water Agreement  
**Author:** Clint McAfee, Director  
**Department:** Public Utilities  
**Date:** May 31, 2018  
**Type of Item:** Administrative

### Summary Recommendation

Staff recommends Council approve a 12 month surplus water service agreement between Mountain Top Subdivision Home Owners Association and Park City Water Service District.

### Executive Summary

Mountain Top (MT) is a 13 lot subdivision located on the ridgeline above Park Meadows in unincorporated Summit County. MT owns and maintains a private water system which provides water to the Subdivision. On May 15, 2018 the President of the MT Home Owners Association (HOA) contacted staff to request a connection to the City's water system due to the failure of MT's private well. Staff determined that Park City currently has surplus water and water system capacity and agreed to provide a connection from a nearby City owned water main to MT's water tank on the same day as the request. The cost of the connection included staff time, 400 feet of 3/4" flexible pipe, fittings, and a meter. No excavation or buried pipe was required for this temporary emergency connection.

Staff prepared and executed a letter of understanding prior to turning the temporary water connection on. This letter is attached as Exhibit A. If Park City is to continue to provide temporary water service to MT, an agreement between MT and Park City should be approved by City Council. The agreement will include the same deal points as appear in the letter of understanding and this staff report but will be in the form of a surplus water supply agreement. The term shall be for twelve months with the effective start date of May 15, 2018, which is when MT began receiving water under the letter of understanding. A draft of that agreement has been provided to MT.

### The Problem

MT's private water well has failed and they have requested a temporary water supply from Park City until a permanent solution can be put in place by MT.

### Background

MT owns and maintains a private water system which consists of a 15 gallon per minute capacity shallow well in lower Park Meadows; a shallow buried transmission line from the well to a 30,000 gallon tank; and an on demand pump station that pressurizes their distribution system. The MT well and transmission water line is located in the back yards of many Park City residents. The water system does not have working fire

hydrants and has a history of upsets. In the past, the City has provided a temporary emergency water connection to their system due to failure, or imminent failure of their system.

MT recently petitioned Park City for annexation into Park City Municipal to connect to the City's water system, among other things, and abandon their private water system. See March 8, 2018 Staff report for details. MT has withdrawn this petition and currently does not have an active petition on file.

### **Alternatives for City Council to Consider**

- 1. Recommended Alternative:** Approve a twelve month surplus water service agreement with MT.

#### Pros

- a. Avoids emergency well and/or water line reconstruction and/or repair work which would be located in the back yards of one or more Park City residents.
- b. Park City is being a good neighbor by helping the residents of MT.

#### Cons

- a. MT could take longer than necessary to develop a permanent solution to their water system deficiency or fail to come up with a solution. This could put the City in the position of disconnecting their water supply without a solution in place.

- 2. Other Alternative:** Deny the twelve month surplus water service agreement and direct staff to disconnect the temporary emergency connection.

#### Pros

- a. Eliminates the con listed in the recommended alternative.

#### Cons

- a. Eliminates the pros listed in the recommended alternative.

### **Analysis**

Staff recommends the following terms be part of a twelve month surplus water service agreement.

- Service agreement will expire on May 15, 2019.
- MT will be charged a multi-family rate based on a 3/4" meter including all applicable surcharges, rate increases, and fees.
- Mountain Top HOA will be required to install and pay for upgrades to the existing physical connection if a permanent solution is not in place by August 1, 2018. Upgrades shall be approved by Park City's Public Utilities Director and shall include, but not limited to, a meter vault, buried water service line, and flow control system. Upgrades shall be complete by October 1, 2018.
- Mountain Top shall pay a monthly emergency connection fee which shall have an initial amount \$150 starting on May 15, 2018. This fee shall escalate by 30%

each month through the end of the lease. For reference, on month 12, the monthly fee would be \$2,688.

- Mountain Top HOA hereby waives any claims for damages to appliances including but not limited to hot water heaters, refrigerators, water filtration systems and dishwashers based on the quality of water delivered or the water pressure at the point of delivery.
- Park City makes no representations, and takes no responsibility for the quality of water beyond the water meter.
- Park City makes no representations as to the adequacy or compatibility of this water supply for Mountain Top's firefighting systems and Mountain Top HOA accepts this supply as is.
- Both parties agree this is an emergency connection that is independent of any annexation request and shall have no bearing on that process.
- This water is provided for essential health and safety needs only, and shall not be used for outdoor irrigation.
- Any amendments to the agreement shall be approved by the Park City Council, and may be modified or canceled by that body at any time without notice.
- The City reserves the right to terminate this connection for violation of the terms of this agreement at any time for any reason.

### **Department Review**

This report has been reviewed by Public Utilities, the City Attorney's Office, and Executive.

### **Funding Source**

Any infrastructure upgrades will be funded by MT.

### **Attachments**

- Map of MT Subdivision
- May 15, 2018 temporary letter of understanding



Public Utilities

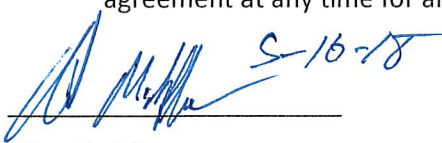
Park City Public Utilities  
1053 Iron Horse Drive PO Box 1480 | Park City, UT 84060-1480  
p (435)-615-5339 | f (435) 615-4912  
clint.mcafee@parkcity.org

Don Weiss  
Mountain Top Subdivision Association of Property Owners  
PO Box 68901  
Park City, UT 84068

Dear Mr. Weiss,

On May 15, 2018 the homeowners of Mountain Top Subdivision Association of Property Owners ("Mountain Top HOA") requested the emergency assistance of Park City Municipal Corporation to provide water to the Mountain Top HOA. Mountain Top HOA lost its sole source of water, a local well, and is currently without water. Ultimately this assistance will require a formal agreement between the City and Mountain Top HOA. Given that time is of the essence, Park City Public Utilities will move forward with providing a temporary water supply to Mountain Top HOA if Mountain Top HOA can agree to the following terms:

- This temporary water supply will be available through June 1, 2018. It is anticipated a formal agreement will be presented to Council for their consideration prior to that date.
- Mountain Top HOA is required to purchase all water at a retail rate from time of connection.
- Mountain Top HOA will be required to make upgrades to the existing physical connection, and purchase the water meter if this deal extends beyond 30 days.
- Mountain Top HOA hereby waives any claims for damages to appliances including but not limited to hot water heaters, refrigerators, water filtration systems and dishwashers based on the quality of water delivered or the water pressure at the point of delivery.
- Park City makes no representations, and takes no responsibility for the quality of water beyond the water meter.
- Park City makes no representations as to the adequacy or compatibility of this water supply for Mountain Top's firefighting systems and Mountain Top HOA accepts this supply as is.
- Both parties agree this is an emergency connection that is independent of any annexation request and shall have no bearing on that process.
- This water is provided for essential health and safety needs only, and shall not be used for outdoor irrigation.
- This agreement shall be approved by the Park City Council, and may be modified or canceled by that body.
- The City reserves the right to terminate this connection for violation of the terms of this agreement at any time for any reason.



Clint McAfee  
Park City Public Utilities



Don Weiss  
Mountain Top Subdivision Association of Property Owners



**PARK CITY**

1884

## Mountain Top Subdivision

0 150 300 Feet



Hydrants



Water Storage Facility



Water Pipe



Water Node



Park City Limits



Parcels



Summit County Subdivisions

