



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
May 16, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, May 16, 2019.

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, and Attorney-Client Matters, and Litigation

WORK SESSION

5:10 p.m. - Council Questions and Comments

5:20 p.m. - Discuss Use of City-Owned Land at Quinn's Junction Sports Complex for Mountain Trails Foundation and Summit Land Conservancy

(A) Public Input

[Quinn's Junction Sports Complex Staff Report](#)

[Exhibit A: Quinn's Junction Deed Restrictions](#)

[Exhibit B: Concept Site Plan](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Report

1. 2019 Spring Runoff Update
[Spring Runoff Staff Report](#)

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from May 2, 2019

[May 2, 2019 Minutes](#)

V. CONSENT AGENDA

1. Request to Accept a Donation of Artwork Created by Artists Erin D. Garcia and Jillian Evelyn into the Public Art Collection in a Form approved by the City Attorney
[Public Art Donation Staff Report](#)
[Exhibit A: Vans Donation Proposal of Artwork to the City](#)
[Exhibit B: Donation Gift Agreement and Final Acceptance Form](#)
2. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Harrison Western Construction Corporation Inc., for the Spiro Mine Tunnel Reconstruction Project in an Amount Not to Exceed \$66,681.00
[Spiro Tunnel Reconstruction Staff Report](#)
3. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Lithos Engineering Inc., for Design Services for the Spiro Mine Tunnel Reconstruction Project in an Amount Not to Exceed \$150,000.00
[Spiro Tunnel Design Services and Program Management Staff Report](#)
4. Request to Authorize the City Manager to Execute an Addendum to the 2018 Water Improvement Project Construction Agreement, in a Form Approved by the City Attorney, with Daley Excavators, L.L.C. for an Amount Not to Exceed \$475,000.00
[2018 Water Improvements Project Change Order 2 Staff Report](#)
5. Request to Approve the Third Addendum to the Professional Services Agreement (PSA) with Lochner Inc. for an Expanded Scope of Engineering and Environmental Document Preparation Services for State Route 248 Corridor Project with Additional Sufficient Funding of \$82,273.42 and the New Project Total Not to Exceed \$1,596,053.25
[SR 248 Contract Addendum Staff Report](#)
[Attachment A: Lochner Scope of Work, Cost Breakdown, and Schedule](#)
6. Request to Authorize the City Manager to Sign a Professional Service Agreement, in a Form Approved by the City Attorney, with AECOM for Preliminary Design and Engineering for Six Bus Shelter Improvements and a Bus Stop Accessibility Study in an Amount Not to Exceed \$168,676.00
[Bus Shelter Improvements Staff Report](#)
7. Request to Approve the Professional Service Agreement with Sparano & Mooney Architecture in a Form Approved by the City Attorney's Office in an Amount Not to Exceed \$106,380 for Architecture Services at 100 Marsac Avenue
[100 Marsac Avenue Staff Report](#)
[100 Marsac Avenue Housing RFP](#)
[Design Professional Service Agreement - Sparano Mooney](#)

VI. NEW BUSINESS

1. 2019-20 City Manager's Recommended Budget: Presentation and Review
(A) Public Hearing (B) Continue to May 30, 2019
[2020 Budget Staff Report](#)

2. Consideration to Approve Ordinance 2019-06, an Ordinance Approving Land Management Code Amendments regarding Section 15-13 Design Guidelines for Historic Districts and Historic Sites and 15-15 Definitions
(A) Public Hearing (B) Action
[Design Guidelines Staff Report and Ordinance](#)
3. Consideration to Implement a 2.0% Service Fee on Non-Utility Credit Card Transactions Equal to or Greater than \$5,000.00, Effective July 1, 2019
(A) Public Input (B) Action
[Credit Card Fee Staff Report](#)
[Attachment A: Fee Comparison](#)
4. Consideration to Approve Ordinance 2019-27, an Ordinance Approving the Stag Lodge Phase IV Third Amended Plat, Amending Unit 46 Located at 8200 Royal Street #46, Park City, Utah
(A) Public Hearing (B) Action
[8200 Royal Street Unit 46 Plat Staff Report](#)
[8200 Royal Street Unit 46 Plat Exhibits](#)
5. Consideration to Approve Ordinance No. 2019-28, an Ordinance Approving the Double H Plat Amendment, an Amendment of Lots 5, 6, 7, and 8 and the South One-Half (1/2) of Lot 9, Block 56, Snyder's Addition to the Park City Survey, Located at 1120, 1124, and 1128 Park Avenue
(A) Public Hearing (B) Action
[Double H Plat Amendment Staff Report](#)
[Double H Plat Amendment Exhibits](#)
6. Consideration to Continue an Ordinance Approving Municipal Code Amendments regarding Gravel and Landscaping in Title 11 Chapter 15-3 Acceptable Cover, Title 14 Chapter 2-7 Park Strips; Land Management Code Title 15 Chapter 3-3 General Parking and Driveway Standards; Title 15 Chapters 5-1 Policy and Purpose and 5-5(N) Landscaping; and Title 15 Chapter 15-15 Definitions.
(A) Public Hearing (B) Continue to May 30, 2019
[Gravel and Landscaping Amendments Staff Report](#)
7. Consideration to Continue Twisted Branch Subdivision within the Flagstaff Mountain Development Area, Located South of Pod B2 and the Montage Resort and North of Pod D and the Red Cloud Subdivision
(A) Public Hearing (B) Continue to June 20, 2019
[Twisted Branch Subdivision Plat Staff Report](#)

VII. ADJOURNMENT

REMOVED FROM AGENDA: Consideration of the Amended Lot 38, West Ridge Subdivision Phase II Plat Amendment, Located at 2563 Larkspur Drive
(A) Application Withdrawn - PUBLIC HEARING CANCELLED

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

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

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:10 p.m. - Council Questions and Comments

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

5:20 p.m. - Discuss Use of City-Owned Land at Quinn's Junction Sports Complex for Mountain Trails Foundation and Summit Land Conservancy
(A) Public Input

Suggested Action:

Discussion Only

Attachments:

[Quinn's Junction Sports Complex Staff Report](#)

[Exhibit A: Quinn's Junction Deed Restrictions](#)

[Exhibit B: Concept Site Plan](#)

City Council Staff Report



Subject: Mountain Trails Foundation & Summit Land Conservancy
Request to Purchase or Lease City-Owned property at Quinn's
Junction Ice Arena & Sports Complex.
Author: Heinrich Deters & Jonathan Weidenhamer
Department: Economic Development
Date: May 16, 2019
Type of Item: Discussion of Potential Lease or Purchase of City Property

Summary Recommendation

As a result of a request by Mountain Trails Foundation and Summit Land Conservancy to lease or purchase city-owned property at Quinn's Junction, staff seeks initial support to conduct a deeper analysis of the underlying land use including the Master Planned Development, Deed Restrictions, and Recreation Master Plan, as well as input from internal City Departments for feasibility and any potential use conflicts.

Should City Council provide preliminary support, staff would return with a determination of value that identifies how doing so would benefit the City and enhance the safety, health, prosperity, moral wellbeing, peace, order, comfort of our residents, namely accomplish our goals and objectives of programming and maintaining open space. Additionally, options for structuring any lease and or sale of City property would be presented.

Background

Mountain Trails Foundation (MTF) and Summit Land Conservancy (SLC) have requested City Council consider a possible long term lease or sale of City (PCMC) property at Quinn's Junction Ice Arena & Sports Complex (QJSC) adjacent to the maintenance building, located adjacent to the Round Valley Open Space (Exhibit A). Both groups are seeking a long term 'home' for their operations. Both are interested in providing recreational and conservation visitor and education services in centralized, accessible and highly visible location, whereby their offices and programs could promote and support complimentary, adjacent public amenities and educational programs consistent with their missions:

- <https://mountaintrails.org/about-us/>
- <https://www.wesaveland.org/our-impact>

In considering this request, the City Council may consider intangible benefits associated with locating these entities adjacent to PCMC's open space, as well as how the proposal helps accomplish PCMC's goals and objectives regarding the Sports Complex Master Planned Development and open space uses.

PCMC assists numerous for and not-for profits via different methods, not limited to special service contracts, leases (or sale) of city property, economic development grants, city services contracts, fee waivers, etc. In the case of lease or sale real estate

transactions, each instance requires an individual analysis not only from a market rate perspective, but also in contemplating consequences of removing real property from the city's developable properties matrix and potential impact on future city operations. Part of that analysis balances the mission of the business and the operational aspects of the services it provides – including the economic and/or community benefit, namely how doing so would benefit the City and enhance the safety, health, prosperity, moral well-being, peace, order, comfort of our residents.

Proposal

At the request of PCMC, MTF and SLC have created a conceptual site layout for tonight's discussion and to help staff in conducting preliminary analysis (Exhibit B). The proposed location is between the existing maintenance building and future, yet un-built fields, approved as Phase 2 of the original master planned development approval. This site was approved as a temporary location for MTF operations in 2017. A portion of the site is currently used for special event and other overflow parking (approx. 111 spaces). The building has a footprint of approximately 2,800 s.f. and is situated adjacent to PCMC maintenance building to take advantage and provide joint benefit of common storage and equipment needs.

Analysis

Staff finds that the Missions of MTF & SLC along with their operations/services provide a strong nexus to being located at QJSC and more specifically the adjacent Round Valley Open Space, as outlined below.

Quinn's Deed Restriction Language/Mission Statements

The Quinn's Deed Restriction language, which governs the land uses in the area, (Exhibit C) specifically considered an 'educational' facility consistent with conservation and recreational purposes 'especially in the areas of nature and science'. This language provides a direct nexus to support the MTF and SLC proposal over possible other non-profit's use.

MTF & SLC Funding Operations & Services Analysis

Staff has provided a service analysis for each entity and how a possible sale or lease of PCMC land in the Round Valley area may benefit ~~both the non-profit as well as the City.~~

➤ MTF Contracts, Funding and Services:

- PCMC, consistent with city/state purchasing policy has procured an annual, professional services agreement (PSA) with MTF for back country trail maintenance (\$25,000), which includes:
 - o General maintenance of the City's backcountry recreational trails.
 - o An agreement that allows MTF to collect private sponsorship funds through the 'Adopt a Trail' program on public trails.
 - o A stipulation that 'Adopt a Trail' funds must be utilized prior to any City funding where applicable. MTF currently raises approximately \$60,000/year under this program. This funding often results in additional or enhanced maintenance efforts that do not impact City funding.

- o Recognition and support to encourage volunteerism as part of trail maintenance and implementation. Each year, the City and MTF coordinate a 'National Trails Day Project' in June where volunteers are utilized to build new infrastructure. An approximate cost savings of \$10,000 each year is a fair assessment of this program.
- MTF Annual Trail Map - \$5,000/annually
 - o Through the City's Trails Master Plan budget, the map is provided to residents and visitors on a suggested 'donation' basis.
- Special Service Contract (winter grooming) - \$10,000/annually
 - o MTF provides staffing for the winter grooming services in Round Valley under a special service contract, which is part of the city's annual budget process. MTF utilizes a City-owned groomer for this practice, when there is enough snow, but pays for all maintenance and fuel. Typically on a good snow year, costs associated with this service are around \$15,000, so a \$10,000 cost savings to the City.

MTF Services that support City functions or Programs

- o MTF runs a 'Trail Ambassador' Program, which helps with educational outreach and monitoring of the trail system. They collect survey and use data for the City at these events.
- o MTF utilizes the trail system to put on several recreational special events.
- o MTF pays all application and trail related event fees, which go back into funding the trail system.
- o Through PCMC's Donation Policy, MTF was able to attain \$50,000 in private funds to build the new Bloods Lake trail.
- o MTF works closely with the City on numerous trail grants, including the State Recreational Economic Development Grant and County RAP/Restaurant Grants. Over the years, the City has collected hundreds of thousands of dollars through this coordination.

Current Operating Facility

- o MTF currently leases city owned space at the old Bonanza Clinic site for \$6,000/annually. This value is consistent with current and previous non-profit rates within the Arts & Culture district.

Conclusion: MTF provides significant financial benefits to the city, through the annual adopt a trails program (\$60,000) and winter grooming services (\$10,000). Further, the PSA provides for associated trail staffing, which the City might otherwise have to fund. There are approximately 40 miles of 'summer' trail and approximately 30 kilometers of 'winter trails' in Round Valley. MTF maintains all of these and the location provides for the unique ability to store, maintain and access larger equipment such as groomers, mini-excavators, trailers, skid steers, etc. for these services. The proposed facility location at Quinn's would serve the organization and the City's open space goals well.

Preliminary Staff Analysis: MTF provides important services to the City at significant cost savings; providing for a long term solution to their administrative and operations offices is in the best interest of the public. City Council could consider foregoing some of

the backcountry funding and/or trail map costs as a means of providing a cost benefit to the City in exchange for a lease.

➤ **Summit Land Conservancy Funding and Services:**

SLC currently has the following contractual relationship with PCMC:

- **Open Space Monitoring PSA- \$35,000/annually.**
 - o This agreement funds third party monitoring of 1,994 acres of PCMC open space properties and/or associated conservation easements. The contract currently notes a cost of over \$17.55/acre to provide said services.
 - The agreement stipulates that SLC will monitor the property to ensure the conservation values are being preserved. SLC provides an annual written report noting observations and if any 'violations' are noted.
 - SLC holds easements on 739 of the 2,100 acres in Round Valley.

Services Provided that support City functions or Programs

- o SLC raised significant funding from private donations for the preservation of:
 - Bonanza Flat- \$545,768.
 - Osguthorpe 120 Easement- \$1,000,000
- o SLC was instrumental in galvanizing support for the Treasure Hill Bond.
- o SLC utilizes the Round Valley open space to run youth conservation and education camps and has been instrumental in coordinating volunteers, public outreach and materials for the tree planting programs in Round Valley (Part of PCMC Carbon Sequestration Program).
- o Similar to MTF, SLC participates in educational outreach and collects survey data on City-owned open space.

Current Facility

- o SLC currently leases city owned space at the old Bonanza Clinic site for \$6,000/annually. This value is consistent with current and previous non-profit rates within the Arts & Culture district.

Conclusion: SLC has provided significant financial benefits to the city, through specific open space fundraising efforts, estimated at (\$1,545,768) over the past 10 years. SLC is the easement holder and provides monitoring activities on approximately 1/3 (739 acres) of the Round Valley open space. Additionally, public education efforts and programs such as tree planting in Round Valley makes the proposed facility location at Quinn's unique to the organization.

Preliminary Staff Analysis

SLC provides a strong case for the use of the location as conservation education is at the forefront of their mission and Round Valley itself has been home to a significant amount of their conservation efforts. City Council could consider foregoing costs associated with the current monitoring contract as a means of providing a cost benefit to the City in exchange for a lease or sale.

Cost effectiveness of Fundraising & Sharing Space

It may benefit both MTF and SLC to partner in the required fundraising efforts as the two entities would likely be more successful in a coordinated campaign. Finally, should Council approve in moving forward, costs split by two entities could reduce debt or operational financial obligations associated with a capital campaign.

Preliminary Recreation Master Plan Analysis

PCMC, Basin Recreation and Park City School District last updated the community recreation master plan in February 2017 ([master plan](#)) (p.14 Quinn's recommendations). The proposed site was approved in the MPD and recognized in the Recreation Plan to be used for outdoor, multi-purpose fields. The fields are the middle level of its top priorities, and as such, there are no immediate plans for them to be built. Even so, there appears to be limited impact on the future field development. The concept appears to allow for required parking and the only real impact seems to be limiting the depth of the outfield for the softball diamond.

Preliminary Special Event Analysis

Current approved events are required through their permit to provide and use the parking at this location. Loss of parking may result in contraction of scale of some of currently permitted events, unless the parking is replaced either by PCMC or as part of any transaction. The concept site plan identifies ample space to replace the parking in kind, immediately adjacent to its current location. The MPD maintains a parking requirement of 480 stalls. Any significant changes to the site plan must be reevaluated to determine if additional parking is needed.

Preliminary Land Use Analysis (Preliminary, as submitted by the Planning Department. No land use application has been submitted)

This information is in regards to a potential site and building to house support services to Mountain Trails Foundation and Summit Land Conservancy. These non-profits provide protection of conservation values and trail system maintenance in accordance with the Deed Restrictions, approved Master Planned Development and underlying zoning. While no project plans have been submitted, we understand that a potential building would consist of covered storage and maintenance for trail maintenance vehicles and offices for the two non-profit operations. The building would be located close to the existing Parks maintenance building as shown on the approved Master Plan. The use of this site for these particular non-profit organizations is unique in that the organizations perform oversight and maintenance on lands adjacent and surrounding the suggested site. This memorandum is based upon above information.

Within the Quinn's Municipal Recreation Complex MPD, support amenities are identified as an allowed use as referenced in the Findings of Fact and in the MPD analysis incorporated into the motion of approval by the Planning Commission on January 26, 2005. This use may include amenities for existing trails and uses on site.

Additionally, conservation buildings are identified as an allowed use in the underlying zone.

Future Applications

A conceptual site plan for any additions shall be submitted to the Planning Department in order to determine the use and impact to the site in relation to the CUP, MPD, and Zoning requirements. All conditions of approval from the original approval still apply.

A new Conditional Use Permit will not be required if any proposed projects meet the requirements of the existing MPD, including uses and parking as stated above. Any changes which require revisions to the allowed uses or parking may trigger a revision to the MPD and CUP approval which will require approval by the Planning Commission.

Recommended Next Steps

If the City Council provides preliminary support to consider next steps, staff will:

1. Verify proposed uses are consistent with the Gilmore Estate Trust who monitors and enforces the deed restrictions;
2. Pre-Application with the Planning Department;
3. Identify for City alternatives for lease or sale of the land;
4. City Council could consider providing direction to prepare a request for proposals for either the scopes of services provided by one or both of the entities; or for disposition of the land considered. This is not recommended at this time.

Exhibits

- | | |
|---|---------------------------|
| A | Quinn's Deed Restrictions |
| B | Conceptual Site |

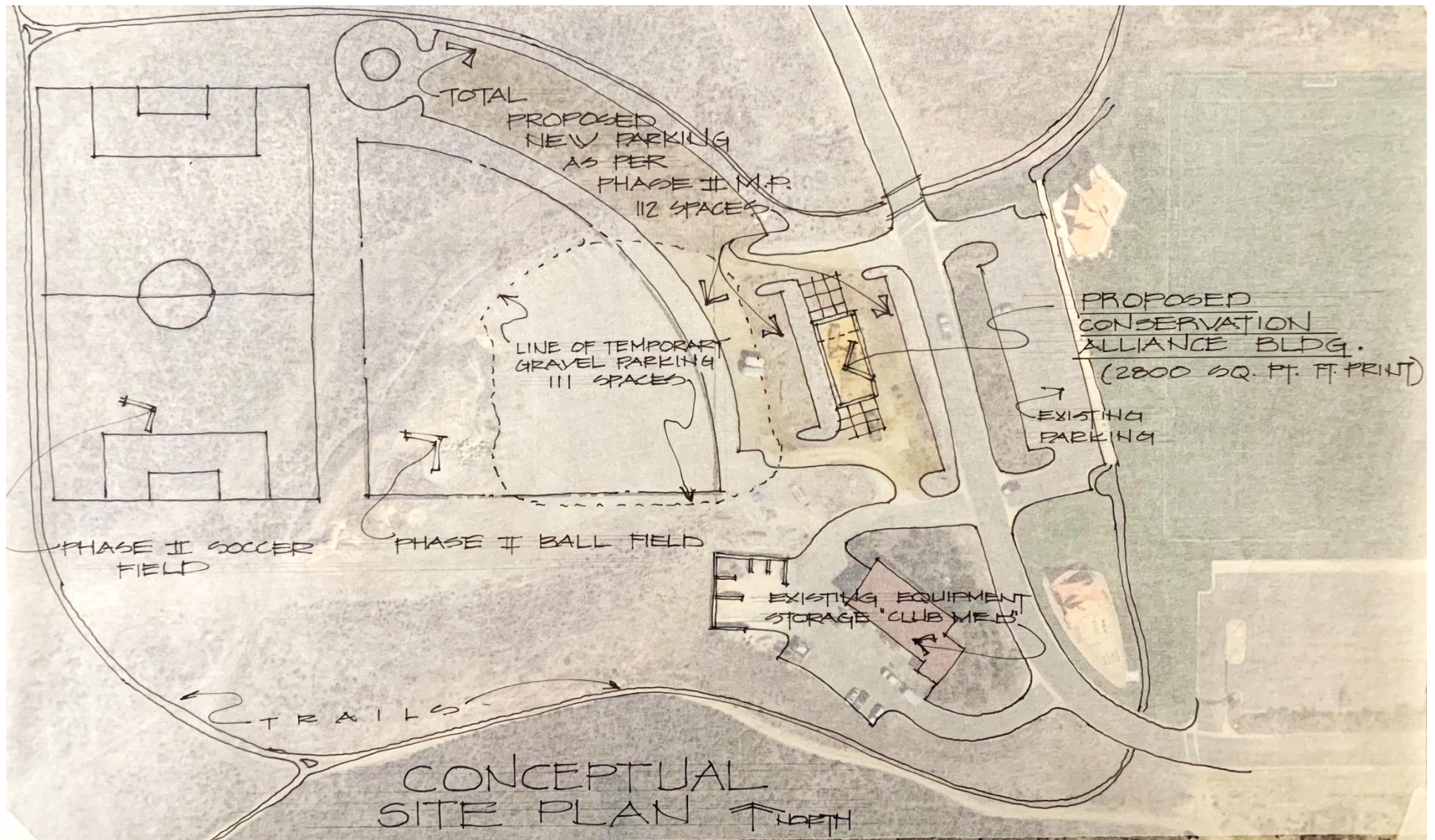
Exhibit A

Quinn's Deed Restrictions

Education. To promote and provide education to the public, and various educational groups or other segments of the public, especially in the areas of nature and science, and to promote and provide for scenic enjoyment, gathering and special community events and activities for the public or various segments of the public, including in connection with and incidental to the foregoing the right to construct physical facilities, buildings and improvements and related roads and parking lots: provided, however, that the foregoing shall not allow for the construction or building of a facility or building that is or would generally be considered a school house or school building, whether for a public or private school, for the conducting and carrying on of a regular or typical, full time school program, such as an elementary school, as opposed to a science center or other type of educational facility that is used by many different schools or educational bodies incidental or supplemental to their full school or educational programs based or located elsewhere, and not as their primary residence; and/or

CONFIDENTIAL INFORMATION

Exhibit B – Concept Site Plan



Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Troy Dayley

Submitting Department: Public Works Administration

Item Type: Staff Report

Agenda Section:

Subject:

2019 Spring Runoff Update

Suggested Action:

Informational

Attachments:

[Spring Runoff Staff Report](#)



City Council Staff Communications Report

Subject: 2019 Spring Runoff
Authors: Mike McComb & Troy Dayley
Department: Emergency Management & Public Works Stormwater
Date: May 16, 2019
Type of Item: Informational

Background: The 2018-19 winter produced a significant amount of snowpack which may impact our spring runoff. With this year's area snowpack reaching 142-162% of the 1981-2010 average, staff wanted to provide Council and the community updated information on current conditions and the availability of sandbags for use by the community. As spring temperatures continue to rise, runoff has the potential to increase quickly. The higher than normal snow pack doesn't necessarily mean flooding is imminent, however. This year's snowpack melt pattern is currently following a similar pattern to that observed in 1998, which is a slightly slower rate than the 30-year average (1981-2010).

In an effort to provide more context, current forecasts and measurements follow:

As of May 6, the National Weather Service (NWS) forecasts near-perfect runoff conditions with no big warmups forecast over next few weeks. For the week of May 6, we should see generally cool temperatures, with a more active weather pattern (rain and potential for higher-elevation snow later in the week), and temperatures cooling at night. Moving into the week of May 13, temperatures will start to warm a little more, but are still not forecast to be unseasonably warm - NWS is tracking favorable patterns with a general warming trend and cooling at night. Consistent with rising spring temperatures, we may start to see increased runoff levels and flow rates, but while water levels and runoff rates may increase, based on currently available information, rivers should stay well within their banks.

The U.S. Department of Agriculture's snow telemetry (SNOTEL) site at Thaynes Canyon (located at 9230 feet altitude) shows a Snow-Water Equivalent (SWE) of 26.8 inches as of May 6, with a three-day average melt rate of -0.6 inches per 24-hour period. The Brighton SNOTEL site (located at 8750 feet) shows a SWE of 26.4 inches, with a three-day average melt rate of -0.5 inches per day. Chart measurements from these sites, and a comparison to average precipitation accumulation and past-year SWE values from 1981-2010 are included as Attachment A.

Streamflow conditions from local gages operated by the U.S. Geological Survey indicate:

- McLeod Creek, located on the northwestern corner of Quarry Mountain along Highway 224, currently at 6.7 feet, gage height fluctuating between 6.6 and 7.1 feet the week of April 29 and May 6 (flood stage is 8.9 feet).
- East Canyon Creek just north of I-80 and west of the Highway 40 overpass, currently at 5.8 feet, gage height fluctuating between 5.8 and 6.1 feet the week of April 29 and May 6 (flood stage is 9.3 feet).
- Silver Creek near Silver Springs Junction, currently at 4.7 feet, gage height fluctuating between 4.7 and 5.8 feet the week of April 29 and May 6 (since our last report, the flood stage level at this location was increased to 9.0 feet).

Sandbags are available at Public Works to help respond to what could be a high water runoff year. As a precaution in case of a faster-than-expected melt rate, the Streets and Stormwater staff are inspecting 27 key locations twice per day throughout the spring runoff. There has not been any significant debris loading at the locations inspected.

Who: Park City residents and business.

What: Park City residents and businesses for pick up with a limit of 25 prefilled bags (per address) with the option to fill additional bags themselves, free of charge, if needed. Home and business owners can

help by inspecting ditches that run through their property, removing debris that might impede flow as well as removing rocks that they may have placed to make water features until end of spring runoff.

When: In progress, and continuing through the duration of spring runoff.

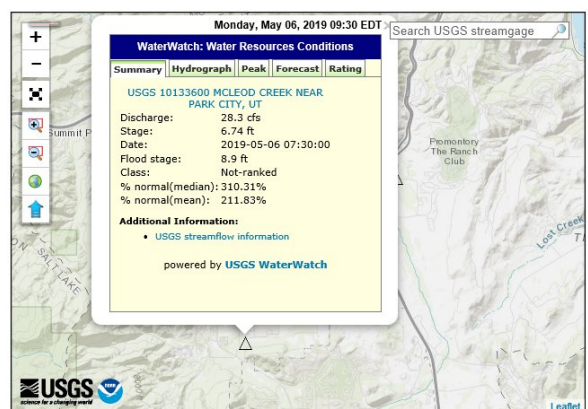
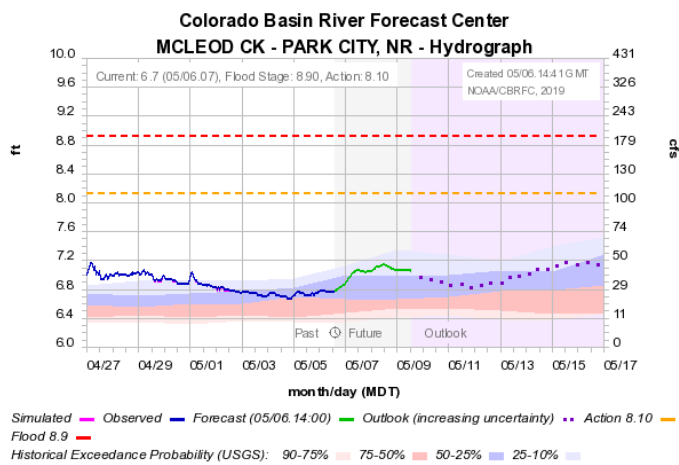
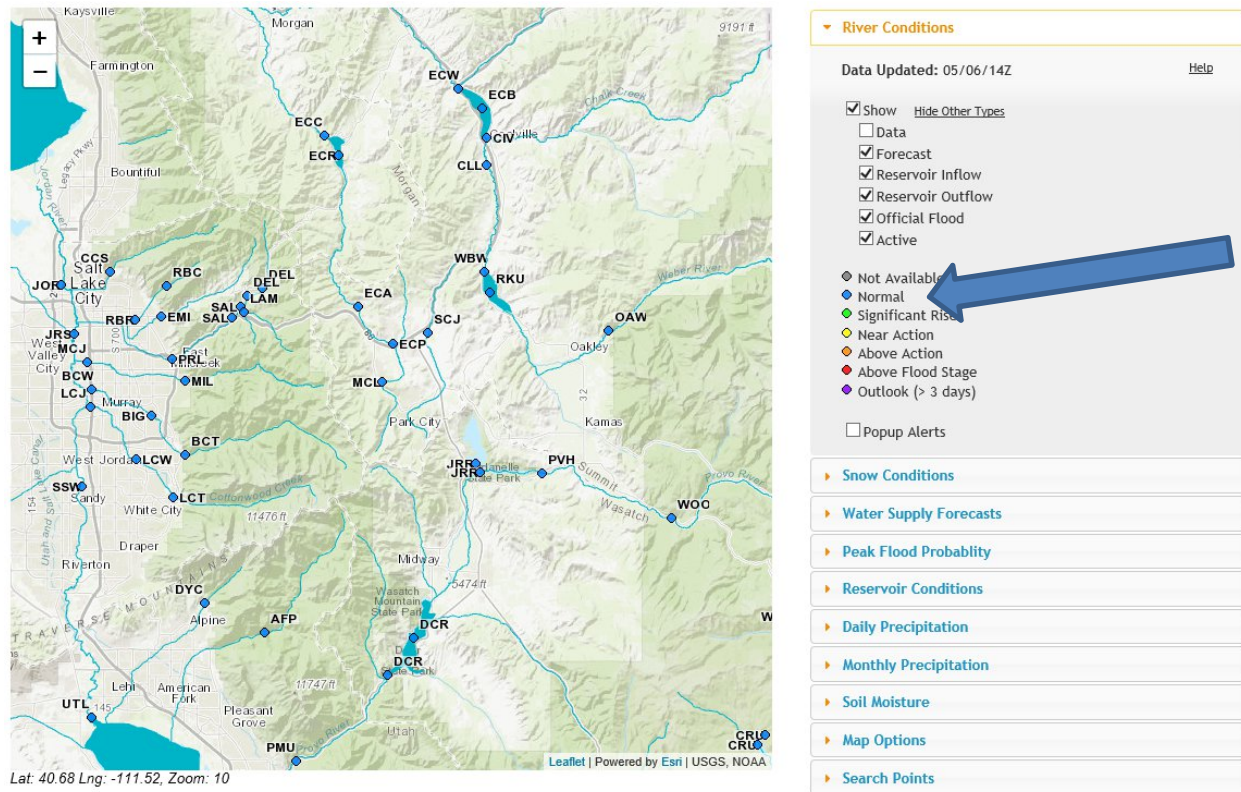
Where: Public Works, 1053 Iron Horse Drive, 615-5320. Please check in at the front desk. A log will be kept to track quantity of bags provided to specific addresses and to assist the Stormwater team in investigating areas of possible flood and to attempt to resolve the issue(s).

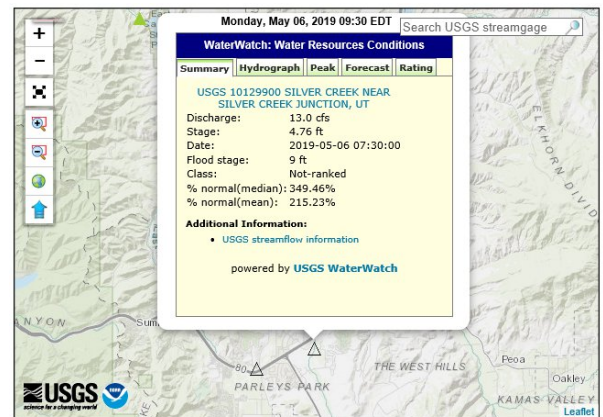
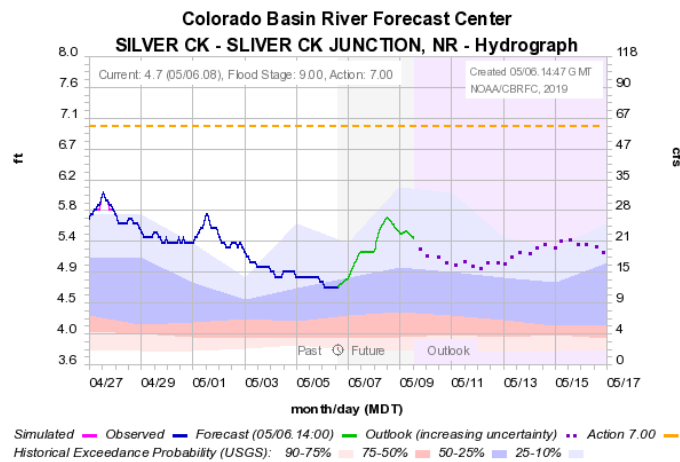
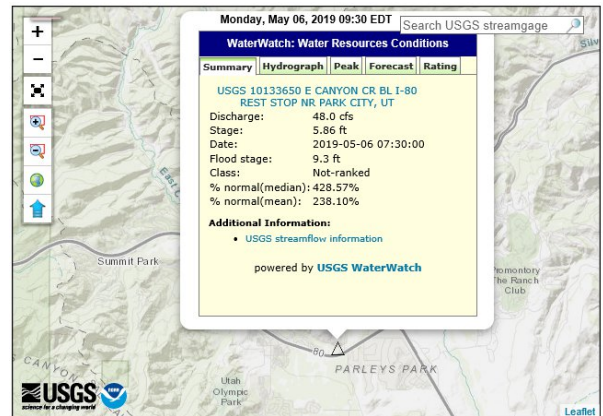
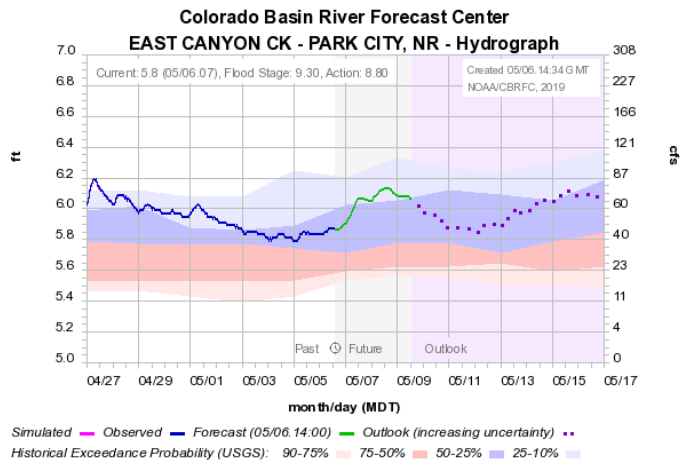
Recommendation:

This is informational and no recommendation is proposed at this time



Current Regional River Conditions as of 5/6





Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from May 2, 2019

Suggested Action:

Attachments:

[May 2, 2019 Minutes](#)



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

May 2, 2019

The Council of Park City, Summit County, Utah, met in open meeting on May 2, 2019, at 2:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property at 2:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 3:30 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

WORK SESSION

2019-20 City Manager's Recommended Budget: Presentation and Review:

Jed Briggs and Nate Rockwood, Budget Department, presented this item. Briggs indicated the tentative budget needed to be passed at the first meeting in May, per State Code. He reviewed that the budgeting for outcomes process came from Council input during the Council retreat, and was priority driven based on the Council's goals, priorities and desired outcomes for the City.

Council Member Joyce referred to the Financial Impact Assessment Report (FIAR), which showed projected revenue and expenses, and asked why it showed that the City would be in the black for one year and then in the red after that. Rockwood explained the line would continuously move, and noted this report helped the City be prepared in case there was a downturn in revenues. Council Member Joyce did not think this was

1 the best way to portray revenues and expenses. Discussion ensued on the importance
2 of a conservative forecast. Council Member Joyce felt budget cuts should be made if
3 the graph was accurate or the graph should be eliminated if it was not accurate. Council
4 Member Henney stated property taxes had not been increased for decades and the City
5 was lucky to have met its budget needs thus far via sales tax revenue.

6
7 Council Member Joyce also asked about the 4.5% level of service increase year over
8 year. Rockwood stated most of that was inflation. He noted that a few years ago, a
9 stormwater fee was implemented and that fee was an extra source of income that
10 helped the overall budget.

11
12 Council Member Worel was not comfortable with the 10 year FIAR forecast and asked
13 to meet with Rockwood and Briggs to discuss it further. Council Member Gerber
14 indicated when the revenue and expense lines crossed, adjustments would need to be
15 made at that time, but the City had reserves it could use in the interim and would be in a
16 good financial position. Mayor Beerman stated the graph was a reminder that the City
17 did not have a huge cushion and cuts might need to be made in the future.

18
19 Council Member Joyce felt there should be a discussion on an inflationary tax increase
20 or service cuts. Foster noted that many of the taxes implemented over the past seven
21 years did not show up on this graph because the graph only showed the General Fund.
22 Mayor Beerman indicated staff could work on better planning tools and noted the
23 Council always used the funds wisely. Revenues had continued to rise from sales tax
24 and new growth. He asked if the Council wanted to have a property tax discussion.
25 Council Members Henney and Worel were in favor of the proposal.

26
27 Briggs stated revenue from the Building and Planning Departments were volatile and he
28 hoped to stabilize that number. Council Member Joyce asked about the debt service
29 decreasing year over year. Rockwood stated he would come back at the next meeting
30 and explain the debt service.

31
32 **Carbon Footprint Update: Water Treatment & Distribution:**

33 Luke Cartin and Darcy Glenn, Environmental Sustainability, presented this item. Glenn
34 stated there were three types of emissions: Scope One included gas, natural gas, etc.,
35 Scope Two included electricity, and Scope Three included emissions outside the City
36 but within the area; vehicle emissions from employees, etc. Glenn stated the carbon
37 dioxide output decreased in 2017, but increased in 2018. Scope Two energy powered
38 the wells and City. Solar was implemented which helped to decrease the electricity
39 used.

40
41 Glenn noted the water usage had increased each year since 2016 which increased
42 energy costs. The City imported water from Jordanelle Special Service District (JSSD)

1 and Rockport. Rockport water needed to be treated before it could enter the culinary
2 system. All the different water sources combined had a net decrease in energy used.
3 Since more energy was needed to pump water from the Quinn's Water Treatment Plant,
4 the energy cost would increase as the Spiro Water Treatment Plant was taken offline
5 and Quinn's was used more. The energy would plateau and then decrease when the
6 3Kings Water Treatment Plant (3KWTP) was up and running.

7
8 The Water Department worked on conservation projects including leak detection,
9 building a new pump that would go from the JSSD tank to the Eagle Water Tank,
10 building a net zero water treatment plant, and installing a raw Rockport waterline
11 extension that would allow water to go to Quinn's or 3KWTP. This water would be used
12 for irrigation and would not have to be treated.

13
14 Council Member Joyce asked why the water usage increased. McAfee stated the total
15 water volume served increased, but the outdoor irrigation had decreased. More tourism
16 explained the increase of the total water volume.

17
18 Cartin reviewed the joint RFP with Salt Lake City, Summit County, Deer Valley Resort,
19 Park City Mountain Resort, and Utah Valley University. There were 24 projects that
20 were received from the RFP, including 23 solar projects and one wind project. He
21 indicated that if some of the partners withdrew, the projects could be reconfigured.
22 Cartin also spoke about Rocky Mountain Power closing four coal plants in Wyoming and
23 utilizing wind energy at a much lower cost. Council Member Worel asked about the
24 workers in the coal industry. Cartin stated the plant closings would affect jobs in that
25 industry.

26
27 **Discuss the Treasure Hill Trail Plan:**

28 Logan Jones and Heinrich Deters, Open Space and Trails, presented this item. Jones
29 stated staff would like to celebrate Trails Days by having the community help build a
30 new trail on Treasure Hill and dedicate the parcel as open space.

31
32 Council Member Worel stated she had received calls from people asking for a trail
33 prohibiting dogs. Jones stated Bloods Lake Trail was planned for that purpose. Deters
34 stated Creekside, which was in town, might be another option as a "No Dogs" trail. He
35 indicated Bonanza Flat might also prohibit dogs.

36
37 Mayor Beerman favored Creekside for prohibiting dogs. Council Member Henney asked
38 if a new trail could be installed so users with dogs wouldn't be kicked off of the trail
39 currently used. Deters felt changing the current trail was the most feasible option.

40
41 Council Member Gerber liked the trail on Treasure Hill, but was concerned about the
42 planned parking space. Jones stated more land would be scraped and it would be

striped so only a set amount of cars could safely park. It was indicated there would be signage in the area as well. Deters stated Park City Mountain Resort had been consulted and they were fine with the proposal. He noted the trail would not be plowed and there would not be toilet facilities in the area.

Council Discussion:

Mayor Beerman reviewed Council agenda options and asked if Council meetings could be scheduled for both May 29th and May 30th. The Council members were amenable to having the two proposed meetings.

REGULAR MEETING - 6:00 p.m.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
Council Member Lynn Ware Peek	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

MARC Award:

Ken Fisher, Recreation Manager, introduced Leann Powell, Executive Director of Utah Recreation and Parks Association. Powell stated there were 1400 recreation professionals across the state. Applications for this award were taken from members and the past presidents chose the award recipient. The MARC's Counselor in Training program won the Innovation Program of the Year award. Powell felt this program helped develop strong future leaders for the community. She also pointed out the excellent Rec staff that the City had, and noted her association's members looked to Park City as a leader in the state and often called the staff to ask for ideas.

Jessica Moran, Rec Coordinator, explained the Counselor in Training program and thought it was beneficial for the participants. She noted the kids at camp really looked up to their older peers.

Staff Communications Reports:

1. Park City Receives Smart Cities Connect and US Ignite Award

2. 2019 Spring Runoff Update

Council Member Henney thanked staff for this report and stated it was nice that the report would be accessible to the public. Mayor Beerman indicated Channel 4 News interviewed staff and were surprised at the City's level of preparedness.

3. Coffee with Council Recap - April 16, 2019

4. Summer Special Event Outreach and Paid Parking Plans

5. Summit Bike Share 2019 Program Update

Council Questions and Comments

The Council members reviewed the events and activities they participated in since the last meeting.

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

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda.

Jenny Diersen, Special Events Manager, stated the City had an opportunity for public art. Vans Shoe Company was in town filming and they requested to paint a mural on the side of the ice rink. She requested to move forward with the art project, and indicated Council would have the opportunity after its completion to accept it or have it removed from the wall. The Council members agreed to proceed with the mural.

1. Request to Approve Resolution 09-2019, a Resolution Recognizing May 2019 as Mental Health Awareness Month in Park City:

Council Member Worel stated the executive director of CONNECT asked that the City adopt this resolution. She read the resolution into the record.

Council Member Gerber moved to approve Resolution 09-2019, a resolution recognizing May 2019 as Mental Health Awareness Month in Park City. Council Member Henney seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

2. Park City Youth City Council Update:

Minda Stockdale, staff support for the Youth City Council, was present for this item. The youth council members, Stephen Mitchell, Alec Paden, and Olivia Downs, reported on their survey which asked if teens were in favor of a city youth center. The response was that youth did not want a teen center, but they were in favor of an app showing all the activities for youth in the area. It was indicated individuals were contacted that were willing to create an app of this type. The youth city council also contacted venues in the area that were willing to give student discounts for teens.

Council Member Henney asked if the survey was an accurate portrayal. It was noted there were several hundred responses to the survey and Paden felt it was accurate. He also felt having engaging activities would help curb the use of illicit substances.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from April 18, 2019:

Council Member Gerber moved to approve the City Council Meeting minutes from April 18, 2019. Council Member Worel seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

V) CONSENT AGENDA

1. Request to Approve Resolution 06-2019, a Resolution Proclaiming May as Bike and Bicycle Safety Month in Park City:

2. Request to Authorize the City Manager to Enter into Agreements in a Form Approved by the City Attorney's Office with Staker Parson Companies, for Rotomilling, Pavement Overlays, and Utility Adjustments in the Amount of \$622,623.50; Morgan Pavement Maintenance, for Type II Slurry Seals in the Amount \$127,059.45; CKC Asphalt, for Crack Seal, in the Amount \$113,850.00;

and Advanced Paving and Construction, for Tuffcoat Seal, in the Amount of \$22,327.87:

3. Request to Authorize the City Manager to Enter into a Design Professional Services Agreement in a Form Approved by the City Attorney's Office with Utah New Vision Contracting, LLC in an Amount Not to Exceed \$39,000.00:

4. Request to Approve a Lease of Miners Hospital for the Egyptian Theatre (YouTheatre) to Hold Summer Theatre Camps in a Form Approved by the City Attorney:

5. Request to Authorize the City Manager to Enter into a Professional Services Agreement between Park City Municipal Corporation and Park Silly Sunday Market for Event Planner Services as Related to the Park City Fourth of July Celebration, for 2019, 2020, and 2021 in a Form Approved by the City Attorney that Shall Not Exceed \$20,000.00 Annually:

6. Request to Approve Resolution 07-2019, a Resolution Proclaiming May 11, 2019, as Arbor Day and Celebrating Park City's 26th Anniversary as a Tree City USA Community:

7. Request to Authorize the City Manager to Execute an Emergency Design Professional Services Agreement with T-O Engineers, Inc. to Provide City Engineer Professional Services through April 2020 or Until a City Engineer is Hired in an Amount Not to Exceed \$200,000:

Council Member Gerber moved to approve the Consent Agenda. Council Member Henney seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

VI) NEW BUSINESS

1. Discuss the Potential Use of Space at 1685 Bonanza Drive:

Nate Rockwood, Redevelopment Director, presented this item, and stated one of the main buildings in the future Arts and Culture District was empty and awaiting demolition. There was a grass roots music group that requested to use the building. This would not be a lease, but use of a space like a community room.

1 Bill McGinnis stated his group had regular song schedules where they critiqued work
2 and displayed their work, but they had never had a regular meeting space.

3
4 Jody Whitesides indicated a permanent space where they could meet on a more regular
5 basis would be nice. He looked to the future and stated it was their hope to put a
6 recording studio in the Arts and Culture District.

7
8 Council Member Worel asked if performances would be publicized. McGinnis stated he
9 had support from *The Park Record* and KPCW. There was also a good social media
10 network. He noted many artists toured the country and they kept others informed on
11 what was happening in Park City.

12
13 Council Member Gerber asked about the logistics on working hours for this space.
14 Rockwood stated that was being figured out, but it would be modeled after the library
15 rooms.

16
17 Council Member Joyce asked about the bathroom facilities. Rockwood stated the
18 bathrooms were in a common space and the cost would be minimal, parking was
19 sufficient, and Rockwood would speak with the upstairs tenants about the group.

20
21 Mayor Beerman opened the meeting for public input.

22
23 Rip Griffith supported this proposal.

24
25 Kirk Abramocoski, singer and songwriter, noted this would be an all-ages facility.

26
27 Bill Humbert, stated his wife Linda would be taking Ukelele lessons and he supported
28 her.

29
30 Franco Rama from Peru was surprised there was no music facility and he requested
31 Council approve this space.

32
33 Teresa Cooke stated she performed with Bill and she felt the City needed a space for
34 musicians to gather and perform for others.

35
36 Betty Brown, Park City realtor, indicated she loved music and felt the grass roots
37 musicians should have a space.

38
39 Jocelyn Scudder, Arts Council, and stated they supported this request and indicated
40 musicians added to the vibrancy in town.

41
42 Mayor Beerman closed the public input portion of the meeting.

Rockwood stated that this group was open and free to all ages. McGinnis stated he had a letter of support from Aaron Mitchell with the music school in town.

Council agreed to move forward with the proposal.

2. Consideration to Approve Resolution 08-2019, a Resolution Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of the City's Water Revenue Bonds:

Nate Rockwood, Budget Department, explained over the next five years there would be a \$160 million capital improvement plan and a significant portion would be funded with water revenue bonds. This resolution would allow expenditures to be reimbursed to the Water Fund from the bond issued in 2020.

Council Member Joyce asked when Council would see the timeline for the projects and bonds. Rockwood explained that a list of Water projects would be presented at the next meeting and would show the reimbursement schedule.

Council Member Henney asked about the purpose of the resolution. Rockwood stated this was a better option than issuing bonds for smaller amounts each year. Council Member Gerber clarified bonds would be issued in 2020, 2021, and 2022 to which Rockwood affirmed. He also noted there should not be significant rate increases.

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

Council Member Gerber moved to approve Resolution 08-2019, a resolution expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of the City's Water Revenue Bonds. Council Member Henney seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

3. Consideration to Approve Ordinance No. 2019-26, an Ordinance Adopting a Tentative Revised Budget for Fiscal Year 2019 and a Tentative Budget for Fiscal Year 2020 for Park City Municipal Corporation and its Related Agencies and Authorizing the Computation of the Property Tax Rate at a No Tax Increase Rate, and Set Public Hearings to Consider Adoption of the Final Budget on May 16 and 30, 2019, and June 6 and 20, 2019, at the Regular City Council Meetings:

Nate Rockwood, Budget Department, stated the state required that a tentative budget be passed the first meeting in May, and noted the final budget would be passed on June 20th. He indicated staff was not recommending a property tax increase this year.

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

Council Member Henney moved to approve Ordinance No. 2019-26, an ordinance adopting a Tentative Revised Budget for Fiscal Year 2019 and a Tentative Budget for Fiscal Year 2020 for Park City Municipal Corporation and its related agencies and authorizing the computation of the property tax rate at a no tax increase rate, and set public hearings to consider adoption of the final budget on May 16 and 30, 2019, and June 6 and 20, 2019, at the regular City Council meetings. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

4. Consideration to Extend the Street Dining on Main Program for Another Term and Authorize the Mayor to Sign Updated Leases of City Property/Rights-of-Way with Seven Main Street Restaurants, in a Form Approved by the City Attorney:

Hannah Tyler, Senior Planner, stated the dining deck program was in its ninth year. Seven applications had been submitted. The Planning and Parking Departments worked on the fees and they recommended Option B found in the staff report.

Council Member Worel asked if Park Silly Sunday Market fees calculated differently than the dining deck leases. Tyler stated the market fee was set from a City fee schedule and the dining deck fees were based off of parking spaces. Jenny Diersen agreed.

Council Member Gerber stated Fletcher's deck was on public land and asked if that was fair to charge them the same as parking revenue. Council Member Joyce stated charging them was equitable with what the other restaurants were being charged, and asked why this program didn't expand. Tyler stated one requirement was that the restaurant needed to be open for lunch and dinner, which had an affect on participation.

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

Council Member Joyce moved to extend the Street Dining on Main Program for another term and authorize the Mayor to sign updated leases of city property/rights-of-way with seven Main Street restaurants, in a form approved by the City Attorney, and to use Option B as the fee. Council Member Worel seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

5. Consideration to Approve the Supplemental Plan for the 2019 Park Silly Sunday Market:

Jenny Diersen, Special Events Manager, presented this item and stated this plan was status quo. She noted the difference this year from last year was the calendar order of Art Fest, the break weekend, and the Tour of Utah. Staff would also focus on residential and merchant outreach for Silly Market.

Council Member Henney asked if this was the first year the City would not contribute cash to which Diersen confirmed this would be the second year. Council Member Joyce asked about the Historic Park City Alliance (HPCA) no shows. Diersen stated HPCA made an effort to participate.

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

Council Member Worel hoped there would be continued work on the makeup of the working group, and thought all parties should be at the table.

Council Member Gerber asked about parking fees on China Bridge to which Diersen stated the fee would be \$5 per hour with a max of \$18 and after 5:00 the fee would revert to the normal parking fees on China Bridge. Council Member Gerber asked if there were residential passes for events. Diersen stated there were no passes, but staff provided outreach and a direct contact for questions and concerns.

Mayor Beerman was happy to see that the City reached the balance it had worked for over the years. Council Member Henney clarified that Council Members Worel and Ware Peek were the liaisons for Silly Market

Council Member Worel moved to approve the Supplemental Plan for the 2019 Park Silly Sunday Market. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

6. Consideration to Approve an Amendment to the Kimball Arts Festival (KAC) Supplemental Plan and Level 5 Event Permit Including the Use of the Kimball Terrace at 675 Main Street as a Venue for the Gala and Arts Festival:

Jenny Diersen, Special Events Manager, stated the KAC requested to use the Kimball Terrace during Arts Fest, and noted the Terrace offered to donate the entire space for the KAC gala. One benefit of having the gala at this location was that the area was close to town and transit. Staff and KAC performed residential and merchant outreach and positive feedback was received. She reviewed the mitigation efforts for this proposal.

Council Member Gerber asked at what hour the Terrace would close. Diersen stated no later than 9:00 p.m. each night. Council Member Henney was impressed by the outreach efforts for this request, and was satisfied with the rules of not having amplified music and having a 9:00 p.m. deadline.

Mayor Beerman opened the public hearing.

Sandy Melville stated he was an opponent of the rooftop terrace as a gathering place because of the noise, and an opponent of the changes made to the historic building in the Historic District of the City. He felt the Kimball Arts Fest was well run and the rules for the Terrace were well thought out and appropriate, and he supported both.

Jory McComber, Kimball Art Center Executive Director, stated there would be people at the doors to the terrace who would make sure they remained shut at all times.

Mayor Beerman closed the public hearing.

Council Member Joyce asked that staff perform a decibal measurement every quarter hour for one or two nights during the event, and indicated it could be a measurement for the future. Michelle Downard stated some of Council and staff walked on Main Street with a decibal meter so it could be determined how noise bounced off different surfaces and what the levels of noise measured at different venues.

Council Member Gerber stated she was happy this worked out for the event and the neighborhood surrounding the Kimball Terrace. Council Member Worel felt this was planned and mitigated well even though it was a difficult situation. Council Member Henney asked if the Conditional Use Permit (CUP) was still before the Planning Commission. Harrington stated it was before the Planning Department, but that would have no impact on this decision.

Council Member Worel moved to approve an amendment to the Kimball Arts Festival Supplemental Plan and Level 5 Event Permit including the use of the Kimball Terrace at

675 Main Street as a venue for the gala and arts festival. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

VII) OLD BUSINESS

1. Consideration to Approve Ordinance 2019-06, an Ordinance Approving Land Management Code Amendments regarding Section 15-13 Design Guidelines for Historic Districts and Historic Sites and 15-15 Definitions:

Hannah Tyler, Senior Planner, and Doug Stephens, Historic Preservation Board member (HPB), presented this item. Council agreed to discuss the guidelines, but give final approval at the next meeting. Tyler reviewed that the guidelines were revised in 2014 and 2015. Staff felt the guidelines should have clarity, flexibility, and predictability. She indicated a graphic designer would be hired to layout the guidelines in a visually pleasing document that would be uploaded to the City website. She also noted Council had requested that the Sustainability Team review the guidelines and she appreciated their feedback and edits.

Council Member Joyce thanked Tyler for her outreach efforts. Council Member Henney asked what the benefit was for having a guideline versus the code. Stephens stated it was important to have a qualified planning staff, where each staff member comes to the same conclusion when presented with the same information. The design guidelines would allow the planning staff to be proactive instead of reactive. Council Member Henney stated interpretation would be there, and it would have to be consistent.

Council Member Joyce stated a user should be able to read the guidelines and determine what he/she could or could not do. Stephens stated the HPB looked at the unintended consequences of the guidelines and they determined that if the guidelines were too strict, it would be what everyone would turn to. They wanted the guidelines to result in a vibrant and changing community.

Mayor Beerman was in favor of the bullet points in Universal Guideline #11 and thought it would be received well. Council Member Gerber hoped the guidelines would act as guardrails, where there would be flexibility, but limits. She asked if there could be a conversation about size, scale, and mass.

Council Member Worel asked if the City could have something in between a guideline and an ordinance. Tyler stated there was a fine balance, but the neighborhood was eclectic. Council Member Joyce thought the product was well done. Council Member

Gerber suggested reevaluating the term "should" to see if "shall" would be more appropriate.

Luke Cartin stated residents used more natural gas and energy than businesses did, and there was more growth in the summer. He reviewed that Sustainability was working on water conservation and solar in the Historic District, as well as sealing the buildings so good air would remain in the buildings. He stated it was difficult to find a balance in preserving the historic character and being energy efficient, and Tyler was a great help in working with his team.

Council Member Henney stated the cool roof policy would be brought back at a future meeting and asked what other policy questions would be brought to Council later. Cartin stated all the policy questions surrounding the roof would be brought back, and there would be a broad discussion. Council Member Henney asked if Tyler thought staff could regulate mass and scale in the historic district. Tyler referred to Breckenridge and other resort towns, and stated staff was looking at those guidelines in an effort to manage mass and scale questions in the City.

Council Member Gerber asked if there was a limit on additions to a house. Tyler stated there was a maximum footprint that the owner couldn't exceed. Council Member Gerber noted the City was approving the combination of lots which could result in larger homes. Mayor Beerman asked if the City was in a good place with mass and scale. Stephens thought there was consistency in protecting the historic environment and the limits to mass and scale, as well as height requirements. Harrington reviewed the history of regulating mass and scale. He stated this round of revisions would continue to balance the mass and scale.

Bruce Erickson, Planning Director, stated the guidelines needed to be read concurrently with the Land Management Code (LMC). He asserted some areas should be tightly regulated and other things could be more flexible.

Mayor Beerman opened the public hearing.

Ruth Meintsma stated she liked the sustainability additions to the guidelines and gave examples. She indicated the guidelines had been implemented even before approved. She recommended adding definitions to some terms.

Cheryl Hewitt, previous HPB member, was pleased with the guidelines and stated the guidelines shouldn't be so strict that it discouraged people from owning a historic home.

Jacob Shirley, architect, stated the design guidelines for the City were difficult. He gave examples of the difficulties that he experienced in designing a new home that was planned for the Historic District.

Russ Paskowski stated he went to the HPB meetings for 27 years. He hadn't altered his home, but related the experience his neighbor had when trying to remodel. He didn't understand why there couldn't be flexibility within the setbacks.

Mayor Beerman closed the public hearing.

Council Member Worel suggested changing the word "guideline." Council Member Henney stated this draft was headed in the right direction. Council Member Gerber asked how the Planning Commission used the guidelines differently than the code. Harrington stated the guidelines were codified. Council Member Henney asked for clarification on the definition of guideline and the context of the LMC.

Mayor Beerman requested further discussion at the next meeting of "should" and "shall" in the language, and noted there was also concern about the subjectivity on the guidelines. Council Member Joyce thought the guidelines were good as proposed. He had some points of clarification that he would send to Tyler for review. Council Member Worel stated she would send Tyler a few areas that she felt were overly broad.

Council Member Henney moved to continue Ordinance 2019-06, an ordinance approving Land Management Code Amendments regarding Section 15-13 Design Guidelines for Historic Districts and Historic Sites and 15-15 Definitions to the May 16, 2019 meeting. Council Member Worel seconded the motion.

RESULT: CONTINUED TO MAY 16, 2019

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

EXCUSED: Council Member Ware Peek

VIII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Accept a Donation of Artwork Created by Artists Erin D. Garcia and Jillian Evelyn into the Public Art Collection in a Form approved by the City Attorney

Suggested Action:

Attachments:

[Public Art Donation Staff Report](#)

[Exhibit A: Vans Donation Proposal of Artwork to the City](#)

[Exhibit B: Donation Gift Agreement and Final Acceptance Form](#)

City Council Staff Report



Subject: Public Art Request to Accept Mural Donation
Author: Jenny Diersen, Staff Liaison to PAAB
Department: Economic Development
Date: May 16, 2019
Type of Item: Consent - Administrative

Summary Recommendation

Based on a recommendation from the Public Art Advisory Board, staff recommends that Council accept a donation of artwork created by artists Erin D. Garcia and Jillian Evelyn into the Public Art Collection in a form approved by the City Attorney. Such donation includes a one year warranty of up to \$10,000 from Vans, and after Final Acceptance the City to take on maintenance.

Analysis

In April, Vans approached the City through a Film Permit and asked to bring two California based artists for a film shoot to showcase the artists' process and collaboration, and promote the durability of their product. Vans identified the side of the Ice Arena as a possible location and due to time constraints, and staff presented a verbal update on this item at the May 2 Council meeting. The two artists, Erin Garcia and Jillian Evelyn, were hired by Vans and they completed the mural and film shoot from May 5 to 10.

Under the [Public Art Policy and Resolution 17-2016](#), the Park City Public Art Advisory Board shall make recommendations to regarding artwork, and City Council shall have final authority over the decision. In cases that are specific to donations to be considered, the donor shall present a proposal to the PAAB, and PAAB shall accept or reject the donation based on the [goals and objectives](#) as set forth in the [PAAB Policies](#). Public Art is part of the Community's Top Priorities and is an important part of Arts and Culture that helps connect the community as well as creates a sense of place. If the artwork is not accepted by the City, the artwork will be removed at the cost of Vans.

In anticipation of completing a filming activity, Vans offered to donate the artwork to the City and followed the PAAB Donation Policy including completing a written proposal with design and site criteria, and associated costs the donation form for consideration ([Exhibit A](#)). After review of the donation proposal, the PAAB recommended to accept the artwork from VANS as a donation into the Public Art Collection, under the condition that Vans agree to a one year warranty (which is typical of any commissioned artwork that the City procures), and after Final Acceptance ([Exhibit B](#)), the City take on maintenance for the artwork.

At the May 13 PAAB meeting, PAAB unanimously recommended to accept the artwork from Vans as a donation into the Park City Public Art Collection as according to their donation & accession policies for the following reasons:

- This is a unique opportunity that adds emerging artists and increases the diversity of style of art to the collection at no costs to the City except that the City will bear the costs of maintenance after one year.
- The artwork helps to diversify the City's collection and follows PAAB's mission, vision and goals which is directly tied to City and Community Critical and Top Priorities, including connecting the community through visual art in public spaces and celebrating Park City's culture and environment.
- This project supports PAAB's goal to acquire art that aligns with the mission of PAAB including advocating for private and public collaborations, establishing collaborations with City Departments.

Alternatives for City Council to Consider

1. Recommended Alternative:

Based on a recommendation from PAAB, staff recommends that Council accept a donation of artwork created by artists Erin D. Garcia and Jillian Evelyn into the Public Art Collection in a form approved by the City Attorney. Such donation includes a one year warranty of up to \$10,000 from Vans, and after Final Acceptance the City to take on maintenance.

Pros

- a. The donation align with [City Council's goals](#) of providing a complete community that values economic diversity and arts and culture, creating engaged and effective government, and a thriving mountain community.
- b. Allows the artwork to remain in public view and maintained by the City.

Cons

- a. Acceptance of any piece of art is accompanied by an obligation to keep the property in good repair. The PAAB and staff believe that this public expenditure is justified by the value to the community of public art.

Consequences of Selecting This Alternative

If the donation were not accepted and approved, the artwork would be removed from its current location no longer exist.

2. Modify the Item Alternative: The City Council may continue the item for more information or discussion. If Council continues the item, Council should provide clear direction regarding changes proposed to the Donation Gift Agreement and Final Acceptance Form.

Cons:

- a. This will postpone the approval of adding the artwork to the City's collection and may increase cost of this project.

3. Deny Alternative:

City Council could deny the donation request and Donation Gift Agreement and Final Acceptance Form for the project.

Cons

- a. The artwork would be removed from its current location and the project would no longer exist.

Funding Source

There is no funding required to accept this donation. Funding for the maintenance for the artwork comes from the Park City Public Art Board's operational account.

Attachments

Exhibit A [Vans Donation Proposal of Artwork to the City](#)

Exhibit B [DRAFT Donation Gift Agreement and Final Acceptance Form for artwork](#)

Exhibit A - Vans Donation Proposal for Artwork to the City

From: Vans, a Division of VF Outdoor, LLC
Nate Rogers, Senior Manager of Production
1588 South Coast Drive
Costa Mesa, California 92626

To the Park City Public Art Advisory Board,

May 10, 2019

Vans would like to donate a Mural to the City of Park City that was created by artist [Erin D. Garcia](#) and Jillian Evelyn on May 8, 2019. The two artists, having never met, came together to blend their two styles to create a piece that would help bring warmth to a cold weather city. The artist sent several conceptual ideas back and forth via email before landing on the piece that is up today. The mural is approximately 30x30 and is on the side of the Park City Ice Arena. The estimated cost of creating the mural was \$25,000. Staying true to the artist style, the mural was created with bright colors using a water based paint. I have included several images of the artwork process. We are also committing up to \$10,000 if needed, to touch up or remove the Mural within the first year (5/8/19-5/18/20).

There aren't specific maintenance instructions on the mural, but the wall can be touched up if needed. Behr Premium Plus Ultra is the brand. The specific colors are:

Celebration Blue
Fiesta Pink
Construction Orange
One Hundred MPH
Cotton Candy Pink
Mellow Yellow

Artists information includes:

More info on [Erin Garcia](#),

Los Angeles based artist Erin D. Garcia is best known for his large scale colorful installations of floating and overlapping shapes. These deceptively simple forms have been distilled down to a short master list of fixed elements arranged by sets of rules that constantly shift and permute. It's developing and altering these systems that drive each piece to creation. Garcia has exhibited in Los Angeles, NY, Miami, Tokyo, Hong Kong, and London alongside commissioned murals and installations for Facebook, Pulse Art Fair, Ace Hotel, Standard Hotel, Jeremy Hotel, Adidas, Vans, MAN / WOMAN, WeTransfer, Redbull, and Moog.

More info on Jillian Evelyn

https://www.instagram.com/jillian_evelyn/

<https://houseofvans.tumblr.com/post/170424113212/sketchy-behaviors-jillian-evelyn-los-angeles>

If you have any additional questions, please let me know. Thank you for your consideration.

Sincerely,
Nate Rogers, Senior Manager of Production
Nate_Rogers@vfc.com
714.933.5818

Attached: Images of mural by Erin D Garcia & Jillian Evelyn

Exhibit A - Vans Donation Proposal for Artwork to the City



Vans Mural Base

Exhibit A - Vans Donation Proposal for Artwork to the City



Vans Mural in progress

Exhibit A - Vans Donation Proposal for Artwork to the City



Vans Mural in progress

Exhibit A - Vans Donation Proposal for Artwork to the City



Vans Mural in progress

Exhibit A - Vans Donation Proposal for Artwork to the City



Vans Mural Complete



Park City Municipal Corporation
445 Marsac Ave.
P.O. Box 1478
Park City, UT 84060

Nate Rogers, Senior Manager of Production
1588 South Coast Drive
Costa Mesa, California 92626
Nate.rogers@vfc.com
714.933.5818

Tuesday, May 14, 2019

Subject: DRAFT Donation/Gift Agreement & Final Acceptance Form
Artists: Erin D. Garcia & Jillian Evelyn
Title: *Untitled*
Location: PCMC Ice Arena Public Art Mural, 2019
Procured & Produced by: Vans, a Division of VF Outdoor, LLC

Dear Nate,

This letter serves as notice of the Donation/Gift Agreement & Final Acceptance Form of the public art piece "Untitled" between Vans, A Division of VF Outdoor, LLC (Vans) and Park City Municipal Corporation (the Contract).

The work performed under this agreement has been inspected and found to be complete. The date of final acceptance of the work is the date of this letter. As per Exhibit A (Donation Proposal) of the project, the artist shall warranty and pay for costs of the artwork including materials and workmanship for a period of one year upon final acceptance and date of this letter. No payment is to be made to Vans.

The City thanks Vans as well as Erin Garcia and Jillian Evelyn and all those involved in the project for their dedication and hard work in bringing this project to fruition. This piece of art will beautify the City and contribute to Park City community's quality of life for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenny Diersen". The signature is fluid and cursive, with a long horizontal line extending to the right.

Jenny Diersen, Staff Liaison to the Park City Public Art Advisory Board
Jenny.diersen@parkcity.org / (435) 640.5063

Attached: Exhibit A – Vans Donation Proposal for Artwork to the City

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Griffin Lloyd

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Harrison Western Construction Corporation Inc., for the Spiro Mine Tunnel Reconstruction Project in an Amount Not to Exceed \$66,681.00

Suggested Action:

Staff recommends Council to authorize the City Manager to execute a Construction agreement, in a form approved by the City Attorney, with Harrison Western Construction Corporation Inc., for the Spiro Mine Tunnel Reconstruction Project in an amount not to exceed \$66,681.00

Attachments:

[Spiro Tunnel Reconstruction Staff Report](#)

City Council Staff Report

Subject: Early Contractor Involvement for
Spiro Mine Tunnel Reconstruction
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: May 16, 2019
Type of Item: Administrative

Recommendation

Staff recommends Council to authorize the City Manager to execute a Construction agreement, in a form approved by the City Attorney, with Harrison Western Construction Corporation Inc., for the Spiro Mine Tunnel Reconstruction Project in an amount not to exceed \$66,681.00

Condition assessments of the Spiro and Judge Mine Tunnels have returned areas of concerns within the tunnels that need to be addressed to insure continued water delivery through the tunnel. Staff has determined that several of the recommendations from the assessment should be taken in the near future to reduce the risk of collapse of portion of the tunnel. Collapse could result in loss of water flow through the tunnel, potential flooding near or around mine tunnel, and pose safety concerns of those who enter the tunnel for maintenance.

Background

- Condition assessment previously conducted by Golder for the Spiro Mine Tunnel reflected areas of the tunnel that needed structural reconstruction.
 - <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2277&Inline=True>
- Staff evaluated areas outlined in the report, and prioritized the first four hundred feet of the Spiro tunnel, as well as ventilation to be critical in the mine continuing to deliver water to the Park City area, as well as downstream water right holders.
- Contractor is asked to provide input to Park City and the design engineer on tunnel reconstruction design based on price, constraints, and constructability. Design will include design of 400 feet of water line that is currently failing within the tunnel, additional water line for water treatment needs, air supply to the tunnel and structural reconstruction of the first 400 feet of the tunnel for safe passage.
- Staff received proposals from 5 firms for Early Contractor Involvement, upon which Harrison Western was selected by a committee of four Park City personnel based on criteria outlined in the proposal documents.
- Upon completion of the initial scope, staff will negotiate a Guaranteed Maximum Price for Construction services for the project. If a price cannot be agreed upon, staff will then bid the construction portion of the project.

Funding

The funding for this contract is from water service fees and is included in the approved FY2019-2020 Public Utilities capital improvements projects budget.

Attachments

- Attachment A: Harrison Western Early Contractor Involvement fee worksheet

Attachment A.

Exhibit A
ECI Contractor Fees

To be used for Identifying General Conditions Costs (Fixed Fee) on the Project

1. **Pre-construction Fee** (fully-burdened management staff time, overhead, and profit beginning at the time of contract award and ending at the time of the GMP)

Sixty-six thousand, six hundred eighty-one Dollars \$ 66,681.00)

2. **Construction Management Fee**, As a Percentage of Cost of the Work (fully-burdened management staff time, general conditions, overhead, and profit beginning at GMP through project completion. The percentage will be converted to fixed fee at time of GMP). Please define in writing what is included in your ECI Contractor fee vs Cost of Work

Nineteen point four-four percent* Percentage % 19.44)

*Based on estimated \$2,400,000 construction cost

3. **Reimbursable General Condition Costs**, Fee as a Not to Exceed Cost. (Use breakdown on attached sheets)

Four hundred sixty-six thousand, six hundred seventy nine Dollars \$ 466,679.00)

4. **Full Insurance Package**, Expressed in dollars per \$1,000 of construction costs. (Include type and limits of coverage).

Fifty dollars per thousand Dollars \$ 50.00 / thousand)

5. **Surety Bonds (Payment and Performance)**, As a Percentage of Total Cost of Work

One point four-four percent Percent % 1.44)

6. **Percentage Overhead and Profit (to be used in the calculation of Change Orders**

Twenty five Percent (%) 25.0)

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Griffin Lloyd

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Lithos Engineering Inc., for Design Services for the Spiro Mine Tunnel Reconstruction Project in an Amount Not to Exceed \$150,000.00

Suggested Action:

Staff recommends Council to authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Lithos Engineering Inc., for the Spiro Mine Tunnel Reconstruction Project in an amount not to exceed \$150,000.00

Attachments:

[Spiro Tunnel Design Services and Program Management Staff Report](#)

City Council Staff Report

Subject: Design Services and Program Management
For Spiro Mine Tunnel
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: May 16, 2019
Type of Item: Administrative

Recommendation

Staff recommends Council to authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Lithos Engineering Inc., for the Spiro Mine Tunnel Reconstruction Project in an amount not to exceed \$150,000.00

Condition assessments of the Spiro and Judge Mine Tunnels have determined multiple areas of concerns within the tunnels that need to be addressed to insure continued water delivery through the tunnel. Staff has determined that several of the recommendations from the assessment need further exploration as well as a structural design. Delaying improvements in these areas could result in loss of water flow through the tunnel, potential flooding near or around mine tunnel, and pose safety concerns of those who enter the tunnel for maintenance.

Background

- Condition assessment previously conducted by Golder for the Spiro Mine Tunnel reflected areas of the tunnel that needed structural reconstruction.
 - o <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2277&Inline=True>
- Staff evaluated areas outlined in the report, and prioritized the first four hundred feet of the Spiro tunnel, as well as ventilation to be critical in the mine continuing to deliver water to the Park City area, as well as downstream water right holders.
- Design will include design of 400 feet of water line that is currently failing within the tunnel, additional water line for water treatment needs, air supply to the tunnel and structural reconstruction of the first 400 feet of the tunnel for safe passage.
- Staff received proposals from 5 firms for design and program management, upon which Lithos Engineering was selected by a committee of four Park City personnel based on criteria, outlined in the proposal documents.

Funding

The funding for this contract is from water service fees and is included in the approved FY2019-2020 Public Utilities capital improvements projects budget.

Attachments

- Attachment A: Lithos Scope and Fee Schedule

Attachment A.

Project Fee Estimate

Project Name: Park City - Spiro Tunnel and Portal Improvements

Project Number: 19023-1

Date: May 8, 2019

FEE ESTIMATE

No.	Phase	Labor	Subconsultants	Direct Costs	Total
1	Scope Development	\$ 5,640		\$ 1,450	\$ 7,090
2	Project Coordination and Meetings	\$ 43,200		\$ 7,530	\$ 50,730
3	Tunnel Condition Assessment	\$ 20,380		\$ 3,735	\$ 24,115
4	30% Design	\$ 26,860			\$ 26,860
5	60% Design	\$ 13,800			\$ 13,800
6	90% Design	\$ 9,470			\$ 9,470
7	Finalize Design	\$ 7,950		\$ 100	\$ 8,050
8	GMP Negotiation	\$ 2,880			\$ 2,880
9					
10					
	Markup 12%		\$ -	\$ 1,479	\$ 1,479
	Total	\$ 130,180	\$ -	\$ 14,294	\$ 144,474

*Owners Contingency \$5,526.00

Total \$150,000.00

- Services will be billed on the time worked by staff personnel as follows unless noted otherwise in the proposal or contract. Overtime hours will be charged at straight time rates.

President/Senior Consultant (Robin)	\$200
Vice President (Nate)	\$180
Senior Project Manager	\$175
Project Manager (Ryan)	\$160
Senior Professional (Lance)	\$135
Professional	\$110
Staff Professional 2	\$100
Staff Professional 1	\$85
Administrative	\$65

- Direct non-salary expenses will be billed at Lithos Engineering's cost plus a twelve (12) percent markup for the following:
 - Reproduction and printing costs for project-related documents
 - Transportation and subsistence costs for travel including: rental cars, truck, boats, trains, and other public carriers.
 - Express deliveries such as UPS.
- Mileage for use of personal or company vehicles will be billed at \$0.70/mile.
- Subcontractors retained by Lithos Engineering for project-related services will be billed at our cost plus 12 (twelve) percent.
 - Lithos proposes to employee Rick Ackermann as an independent consultant at an hourly rate of \$125.
 - Lithos will not charge a markup for BC&A.**

- Payment: Invoices will be submitted about once a month unless otherwise noted in the proposal or contract for services performed. Payment will be due based on the terms of PCMC standard contract presented in the RFQ.

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Griffin Lloyd

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute an Addendum to the 2018 Water Improvement Project Construction Agreement, in a Form Approved by the City Attorney, with Daley Excavators, L.L.C. for an Amount Not to Exceed \$475,000.00

Suggested Action:

Staff recommends Council to authorize the City Manager to execute an addendum to the 2018 Water Improvement Project Construction Agreement, in a form approved by the City Attorney, with Daley Excavators, L.L.C. for an amount not to exceed \$475,000.00

Attachments:

[2018 Water Improvements Project Change Order 2 Staff Report](#)

City Council Staff Report

Subject: 2018 Water Improvements Project
Construction Agreement
Change Order No. 2

Author: Griffin Lloyd, Public Utilities Engineer

Department: Public Utilities

Date: May 16, 2019

Type of Item: Administrative

Recommendation

Staff recommends Council to authorize the City Manager to execute an addendum to the 2018 Water Improvement Project Construction Agreement, in a form approved by the City Attorney, with Daley Excavators, L.L.C. for an amount not to exceed \$475,000.00

Background

- The 2018 Water Improvements Project is an integral part of the City's ongoing asset management of the water distribution system. The project addresses the City's obligation to provide reliable water delivery and accurate billing to customers. Additionally, this work assists in water conservation efforts by ensuring that customers are realizing the actual amount of water consumed and are aware of the cost of that water, as well as addressing unaccounted for water (water losses within the distribution system and water use not metered).
- Black poly pipe within the distribution system has had chronic failures, resulting in leaks, lost water, and emergency repairs in the past. The Public Utilities Department developed a replacement program that was implemented in the 2018 project and has currently replaced twenty-two black poly services.
 - o <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=14&ID=2364&Inline=True>
- The 2018 Water Service Improvement Project selected six sites within Centennial Circle that investigations found may have a leak. Upon repair of these leaks, 200 gallons per minute loss within this area was recovered.
- Public Utilities Department through metering has found an additional 100 gallons per minute are being lost within the Centennial Circle. Staff has prioritized the most likely services and will replace up to an additional fifty-seven service lines until the losses have been accounted for. The entire road will then be re-paved at the completion of the project.
- Along with replacing the additional black poly service lines, Staff has requested the addition of meters and pressure monitoring at various locations within the distribution system to further detect leaks as they happen.

Funding

The funding for this contract is from water service fees and is included in the approved FY2019-2020 Public Utilities capital improvements projects budget.

Attachments

- Attachment A: Change Order cost items

- Attachment A.

Current Bid Items to Remove from Project

186 Main Street	\$7,000.00
150 Main Street	\$7,000.00
158 Main Street	\$7,000.00
170 Main Street	\$7,000.00
220 Marsac Ave	\$7,000.00
508 Marsac Ave	\$7,000.00
609 Park Avenue	\$7,500.00
1325 Lowell	\$3,500.00

\$53,000.00

Items Added to Project

Snow Flower Condos	\$7,500.00
24 PRV Gateway's (see PRV settings spreadsheet)	\$50,400.00
234 Golden Eagle Fire Hydrant	\$7,500.00
Centennial Black Poly Replacments (57)	\$361,000.00
Cap Shorty's Stairs Line	\$3,000.00
PRV's at No lake	\$24,861.00
Rossi Hill PRV 6" & 2 " Siemens Mag	\$2,500.00
Red Cloud 3" Siemens	\$2,000.00
Flagstaff to Red Cloud 8" Siemens Mag	\$2,000.00
Flagstaff to Bald Eagle 8" Siemens Mag	\$2,000.00
Boothill Install Dist has Ordered	\$2,500.00
Bald Eagle Meter	\$2,500.00
Silver Star Valve	\$5,000.00
Fire Hydrant at Prospector Lot A	\$15,000.00
Creekside Meters	
Main and Heber Valve	\$10,000.00
355 Centennial	\$8,000.00
161 Park Ave	\$7,000.00
Sandstone Cove Landscape Meter	\$9,790.00
Differing Site Condition	\$5,449.00

\$528,000.00

Total Change

\$475,000.00

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Alfred Knotts

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the Third Addendum to the Professional Services Agreement (PSA) with Lochner Inc. for an Expanded Scope of Engineering and Environmental Document Preparation Services for State Route 248 Corridor Project with Additional Sufficient Funding of \$82,273.42 and the New Project Total Not to Exceed \$1,596,053.25

Suggested Action:

Staff recommends that Council review and approve the Third Addendum to the Professional Services Agreement (PSA) with Lochner Inc. for an expanded Scope of Engineering and Environmental Document Preparation Services for the State Route (SR) 248 Corridor Project with additional sufficient funding of \$82,273.42. New project total 'Not to Exceed' (NTE) Amount \$1,596,053.25.

Attachments:

[SR 248 Contract Addendum Staff Report](#)

[Attachment A: Lochner Scope of Work, Cost Breakdown, and Schedule](#)



City Council Staff Report

Subject: Approval of Addendum 3 to Professional Services Agreement with HW Lochner Inc. for expanded scope of Engineering and Environmental Document Preparation Services for the State Route 248 Corridor and Safety Improvement Project.

Author: Alfred Knotts, Director of Transportation

Department: Transportation Planning

Date: May 16, 2019

Type of Item: Administrative - Consent

Summary Recommendation

Staff recommends that Council review and approve the Third Addendum to the Professional Services Agreement (PSA) with Lochner Inc. for an expanded Scope of Engineering and Environmental Document Preparation Services for the State Route (SR) 248 Corridor Project with additional sufficient funding of \$82,273.42. New project total **'Not to Exceed' (NTE) Amount \$1,596,053.25.**

Executive Summary

Third Addendum to the HW Lochner Professional Services Agreement is to extend contract length additional two-months, for total project schedule of twenty-eight months, or December 31, 2019. Extension to reflect additional work requested, through additional meetings and project controls between Park City Transportation team and UDOT, to produce additional roadway design and revisions to Environmental Assessment. Additionally, allow optional task of Public Involvement video to be produced by HW Lochner sub-consultant Avenue Consultants. Increase in project amount to be \$77,173.42, plus \$5,100 Public Outreach Video from Avenue Consultants for a total of \$82,273.43. New project total **'Not to Exceed' (NTE) Amount \$1,596,053.25.**

Background

On February 12, 2009 - Council adopted the SR 248 Corridor Plan by resolution

<http://www.parkcity.org/Home/ShowDocument?id=42127>

July 20, 2017 – Council approval of Lochner Inc., contract

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2274&Inline=True>

January 23, 2018 – SR 248 Council Update on Scoping Summary Report and Purpose and Need Statement

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2330&Inline=True>

Contract Progression Timeline:

- Initial Professional Services Agreement Council approved July 20, 2017 – executed on August 15, 2017.
- First Addendum Council Approved >10% Change Order August 27, 2018 – executed on November 19, 2019.

- Original Agreement 'Not to Exceed' amount of \$1,303,751.11, was increased by \$210,028.72 for a total 'Not to Exceed' amount of \$1,513,779.83. This addendum was related to the expansion of the project area to include environmental analysis for SR 224 beyond the initial study area which required additional field work, updates to all the special and technical studies, and additional preliminary engineering



- Second Addendum executed on February 27, 2019 and extended term to October 31, 2019.
- The third addendum requested as part of this action is related to additional design work to extend transit priority within the corridor as a result of a meeting with UDOT and Park City management. This required additional design, drainage calculations, and updates to all sections of the draft EA.

Analysis

Park City, in partnership with UDOT, contracted with Lochner to conduct an Environmental Assessment (EA) to evaluate the long-term transportation needs on SR-248 between SR-224 and US-40, and identify/refine solutions to address those needs.

This contract modification covers additional efforts required to revise the design of the Build Alternative in consultation with Park City and UDOT management. This change was agreed upon a time when the Draft EA was ready for publication and will require revisions to the EA and public hearing materials. The out of scope work covered in this contract modification includes the following:

Tasks

Mod 2 includes the following tasks:

- 03E Project Management
- 07E Implement Public Involvement Plan
- 23E Determine Impacts and Analyze Alternatives
- 35E Revise and Release Draft Document
- 39E Complete Public Comment Period

*Optional – provide contingency for responding to extensive public comments on the EA

- 41E Respond to Public Comments

- 43E Prepare Final EA and Decision

Major Upcoming Milestones:

- Publish Draft EA – June 11, 2019
- Council Meeting - June 20, 2019
- Public Hearing – June 26, 2019
- Conclude 30 day Public Comment – July 12, 2019
- Decision on Project Approval – Fall 2019

Please see Attachment A for complete breakdown of cost associated with each task including cost for each subconsultant as well as a detailed schedule.

Alternatives for City Council to Consider

1. Recommended Alternative: Approve amendment to PSA to increase the NTE amount to **\$1,596,053.25** for expanded scope of services with additional sufficient funding.

Pros

- The requested approval allows Park City and UDOT to expand transit priority within the corridor as agreed upon by Park City and UDOT management needed.
- Robust and thorough analysis of a wide range of reasonable alternatives
- Advances City's transportation related goals
- Production of Public Involvement video.

Cons

- Additional financial and staff resources will be required.

2. Deny the Recommendation: Council could chose to deny the addendum

Pros

- No additional financial or staff resources would be allocated to the project

Cons

- This regionally significant project would not be produced consistent with most current long-term transportation needs, as roadway design and EA would be obsolete.
- Project development activities would cease and \$10,000,000 currently programmed in the State Transportation Improvement Program would be at risk

Funding Source

Funding for this service is available from the City's Capital Improvement Program, including Flagstaff Transfer Fees designated for transportation. Funding for subsequent phases will come from the recently passed County-wide sales tax as well as state and federal funding currently programmed in the STIP.

Departmental Review

This report has been reviewed by the following departments: Executive, Legal, and Budget

Attachments

Attachment A – Lochner Scope of Work, Cost Breakdown, and Schedule

Attachment A

CLIENT: Park City, Utah
Project Number: PIN 14549
Project Name: SR-248 EA
Lochner Project #: 13479

Consultant PM: Andrea Clayton
Client PM: Alfred Knotts
Consultant: H. W. Lochner, Inc.

LABOR

Name	Position	Hours	Actual Rate	Adjusted Rate *	Total
Andrea Clayton	Project Manager	106	\$ 66.89	\$ 66.89	\$ 7,090.34
Brian Bonell	Design Support	62	\$ 45.50	\$ 45.50	\$ 2,821.00
Connor Roberts	Public Involvement	46	\$ 20.43	\$ 20.43	\$ 939.78
Dana Holmes	Env. Lead	104	\$ 49.10	\$ 49.10	\$ 5,106.40
Dave Shannon	Noise Specialist	0	\$ 62.54	\$ 62.54	\$ -
David Hansen	Drainage Engineer	8	\$ 57.71	\$ 57.71	\$ 461.68
Gene Cline	Design Lead	62	\$ 59.35	\$ 59.35	\$ 3,679.70
Jana Miller	Contract Support Specialist	5	\$ 31.15	\$ 31.15	\$ 155.75
Jason Green	NEPA Support	4	\$ 48.80	\$ 48.80	\$ 195.20
John Martin	GIS Specialist	56	\$ 25.35	\$ 25.35	\$ 1,419.60
Justin Peterson	NEPA Support	12	\$ 49.35	\$ 49.35	\$ 592.20
Kent Jorgenson	PI Support	12	\$ 26.45	\$ 26.45	\$ 317.40
Scott Arnold	Project Engineer	8	\$ 48.62	\$ 48.62	\$ 388.96
Shannon Radulovic	NEPA Support	60	\$ 29.75	\$ 29.75	\$ 1,785.00

*Rate adjustment

Subtotal	545		\$ 24,953.01
Overhead		178.00%	44,416.36
Direct Labor plus Overhead			\$ 69,369.37
Fee		11.25%	7,804.05
Total Labor Cost			\$ 77,173.42

REIMBURSABLE EXPENSES

Miscellaneous	Postage, Freight, Supplies	\$ -
Travel	Mileage, Auto, Airfare, Meals, Lodging	-
Mapping/Photos/Survey	Maps, Film, Photography, Processing	-
Printing/Xerox	Copies, Printing, Plots	-
Telephone	Telephone, Fax	-
Computer	Technology Charge, Software	-
Total Reimbursable Expenses		\$ -

SUBCONTRACTORS

Avenue (optional)	\$ 5,100.00
Total Subcontractors	\$ 5,100.00

TOTAL

\$ 82,273.42

Original Contract	\$ 1,303,751.11
Contract Modification #1	\$ 210,028.72
Contract Modification #2	\$ 82,273.42
Contract Modification #3	

TOTAL CONTRACT AMOUNT

\$ 1,596,053.25

Estimate of Person Hours

		NAME AND LABOR CATEGORY														HOURS	TASK
TASK	TASK	Andrea Clayton	Brian Bonell	Connor Roberts	Dana Holmes	Dave Shannon	David Hansen	Gene Cline	Jana Miller	Jason Green	John Martin	Justin Peterson	Kent Jorgenson	Scott Arnold	Shannon Radulovic		
NO	DESCRIPTION	Project Manager	Design Support	Public Involvement	Env. Lead	Noise Specialist	Drainage Engineer	Design Lead	Contract Support Specialist	NEPA Support	GIS Specialist	NEPA Support	PI Support	Project Engineer	NEPA Support	PER TASK	NO
1	03E Project Management	38	0	8	12	0	0	8	5	4	4	0	4	0	4	87	1
	Progress Reporting- schedule, cost controls (8hr/mo)	16															
	Invoice review and preparation (2.5 hr./mo)								5								
	Team meetings (assume 2)	8		4	8			4									
	Management meetings (assume 4)	10															
	Internal meetings (assume 4)	4		4	4			4		4	4		4		4		
3	07E Implement Public Involvement Plan	20	0	4	8	0	0	8	0	0	0	0	0	0	0	40	3
	Coordination with Park City Leadership	16			8			8									
	Ongoing PI (assume 2 hrs./month)	4		4													
9	23E Determine Impacts and Analyze Alternatives	4	62	0	0	0	0	44	0	0	0	0	0	8	0	118	9
	Update Build Alternative design		54					24						8			
	Update Right-of-way lines							4									
	Update cost estimate & concept report		4					8									
	Design review meetings and coordination	4	4					8									
13	35E Revise and Release Draft Document	24	0	8	60	0	8	0	0	0	24	12	0	0	56	192	13
	Chapter 2 Revisions	8		8	16												
	Update Impact Analysis				8		8				24				24		
	Chapter 3 Revisions				20										8		
	Internal QAQC & approval to publish	16			16							12			24		
14	39E Complete Public Comment Period	20	0	26	24	0	0	2	0	0	28	0	8	0	0	108	14
	Revise public outreach materials and storymap	12		24	12						28		8				
	Revise FAQs and hold messaging/prep meeting	8		2	12			2									
15	41E Compile, Evaluate, and Respond to Public and Agency Comments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
	Contingency (for extensive public comments)																
16	43E Prepare Final Environmental Document/Decision Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
	Contingency (for EA revisions)																
	Direct Labor Total Hours	106	62	46	104	0	8	62	5	4	56	12	12	8	60	545	

SR-248 EA Schedule																												
ID	Task Name	Duration	Start	Finish																								
24	Noise Analysis & Draft Technical Report	15 days	Tue 10/16/18	Mon 11/5/18																								
25	UDOT review noise analysis / finalize	15 days	Tue 11/6/18	Mon 11/26/18																								
26	DOEFOE (draft/UDOT review/revise)	15 days	Tue 10/23/18	Mon 11/12/18																								
27	SHPO consultation	20 days	Tue 11/13/18	Mon 12/10/18																								
28	Draft Chapter 3	10 days	Tue 12/11/18	Mon 12/24/18																								
29	29E Prepare Draft EA / Independent Review	20 days	Tue 12/25/18	Mon 1/21/19																								
30	31E Review Draft EA (UDOT & PC)	21 days	Tue 1/22/19	Tue 2/19/19																								
31	35E Revise and Release Draft EA	82 days	Wed 2/20/19	Thu 6/13/19																								
32	Initial Revise EA & internal QC	13 days	Wed 2/20/19	Fri 3/8/19																								
33	Technical edit & format / final page turn	8 days	Mon 3/11/19	Wed 3/20/19																								
34	Second Revision EA (change in typical section) & technical edit	10 days	Fri 4/19/19	Thu 5/2/19																								
35	Final readthrough	5 days	Fri 5/3/19	Thu 5/9/19																								
36	Final Edits	5 days	Fri 5/10/19	Thu 5/16/19																								
37	Verify edits / approve for publication (UDOT & PC)	15 days	Fri 5/17/19	Thu 6/6/19																								
38	Print	5 days	Fri 6/7/19	Thu 6/13/19																								
39	Publish/distribute	0 days	Thu 6/13/19	Thu 6/13/19																								
40	39E Public Comment Period	22 days	Fri 6/14/19	Mon 7/15/19																								
41	City Council	0 days	Fri 6/14/19	Fri 6/14/19																								
42	Stakeholder Working Group	0 days	Wed 6/19/19	Wed 6/19/19																								
43	Public Hearing	0 days	Fri 6/28/19	Fri 6/28/19																								
44	public comment period (30 days)	22 days	Fri 6/14/19	Mon 7/15/19																								
45	41E Respond to Comments	20 days	Tue 7/16/19	Mon 8/12/19																								
46	43E Prepare Final EA and FONSI	20 days	Tue 8/13/19	Mon 9/9/19																								
47	45E Review Final EA and FONSI (UDOT & PC)	15 days	Tue 9/10/19	Mon 9/30/19																								
48	49E Revise and Release Final EA/FONSI	10 days	Tue 10/1/19	Mon 10/14/19																								
Project: SR-248 EA Schedule_v1 Date: Fri 4/12/19		Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress																
		Split		Inactive Task		Duration-only		Finish-only		Critical																		
		Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split																		
		Summary		Inactive Summary		Manual Summary		External Milestone		Progress																		
Page 2																												

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Alexis Verson

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Sign a Professional Service Agreement, in a Form Approved by the City Attorney, with AECOM for Preliminary Design and Engineering for Six Bus Shelter Improvements and a Bus Stop Accessibility Study in an Amount Not to Exceed \$168,676.00

Suggested Action:

Authorize the City Manager to sign a Professional Services Agreement (PSA), in a form approved by the City Attorney, with AECOM in an amount not to exceed One Hundred, Sixty Eight Thousand, Six Hundred and Seventy Six Dollars (\$168,676.00) to provide design and engineering services for six (6) bus shelter improvements and conduct a bus stop accessibility study.

Attachments:

[Bus Shelter Improvements Staff Report](#)

City Council Staff Report



Subject: Approval of Professional Service Agreement with AECOM for Preliminary Design and Engineering for Six (6) Bus Shelter Improvements and a Bus Stop Accessibility Study in an Amount Not to Exceed One Hundred, Sixty Eight Thousand, Six Hundred and Seventy Six Dollars (\$168,676.00).

Author: Alexis Verson, Associate Transportation Planner
Alfred Knotts, Transportation Planning Manager
Julia Collins, Senior Transportation Planner

Department: Transportation Planning

Date: May 16, 2019

Type of Item: Administrative

Summary Recommendation

Authorize the City Manager to sign a Professional Services Agreement (PSA), in a form approved by the City Attorney, with AECOM in an amount not to exceed One Hundred, Sixty Eight Thousand, Six Hundred and Seventy Six Dollars (\$168,676.00) to provide design and engineering services for six (6) bus shelter improvements and conduct a bus stop accessibility study.

Executive Summary

PCMC, in partnership with Summit County Transportation Planning, is phasing bus stop and bus shelter improvements throughout Park City and Summit County. Many existing bus shelters are outdated, may not meet ADA standards, and do not reflect the community's sense of place. The phased approach will address bus shelters located on gateway corridors, with high boarding number in the Park City Transit System, and in need of shelters or shelter improvements first. The goal of this project is to create final design documents for new shelters and amenities that emulate the historic character and small mountain town nature of the area.

The Problem and Opportunity

Park City Council's "Transit First" policy allows for aggressive and creative solutions to provide quality transit service, and robust mobility options. Increasing transit ridership, coupled with a reduction in Single Occupancy Vehicle (SOV) trips, will help address the City's transportation goals. Currently, existing shelters are outdated, prefabricated, and often do not provide adequate shelter, amenities, or ADA access for the community. [A study](#) led by the Utah Department of Transportation (UDOT) indicates that improved bus stops are associated with a statistically significant increase in ridership, and a decrease in paratransit demand. Improved bus stops saw ridership increases that were *92% higher* than increases at stops that remained unimproved. Improving bus shelters and adding amenities can help garner additional ridership, and continue to cultivate the positive experiences that Park City Transit riders have.

PCMC plans to take a phased approach to shelter improvements, and also include a system-wide bus stop accessibility study to prioritize future bus stop improvements.

AECOM, with guidance from PCMC Transportation Planning Staff is responsible for:

- **Phase 1:** Bus shelter improvements for summer 2019 include improving two shelters on Park Avenue at approximately 1755 Park Avenue, and 1760 Park Avenue (Park Ave Condos, and A Fresh Market, respectively.) These two locations sit at the iconic gateway to Old Town Park City and have some of the highest boarding numbers in the whole system. These stops are well utilized by residents and visitors, and are in need of additional pedestrian space, adequate sidewalks, and amenities like lighting, seating, bike racks, updated Next Bus information, and heated shelters.
- **Phase 2:** Bus shelter improvements for summer 2020 that includes bus shelter locations near Park City High School, Meadows Drive, Hotel Park City, and the SR-224 Post Office. Bus shelter amenities will be determined on a site-by-site basis.
- **Bus Stop Accessibility Study:** Inventory of all existing bus stops and amenities, indicating ADA and pedestrian access (or lack of), and recommending a prioritization process to update remaining shelters using weighted criteria and methodology. This task will be conducted in conjunction with Summit County Transportation Planning to ensure all stations are included, and all criteria/needs are identified.

Selection Process

Staff sought to work directly with a contractor from the UDOT Consultant Pool prequalified list with experience in engineering and urban design. PCMC Transportation Planning circulated a Request for Proposals (RFP) to three (3) consulting firms from the approved UDOT Consultant Pool and selected the most qualified respondent, AECOM, to perform this work.

Staff will return to Council after the summer 2019 bus shelter improvements to provide an evaluation of and summary of the work done. Staff will also update Council on the future tasks including Phase 2 of improvements, and the bus stop accessibility study results.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize the City Manager to sign the Professional Service Agreement in an Amount Not to Exceed \$168,676.00)

Pros

- a. The proposed agreement will result in more accessible, comfortable, safe and aesthetically appropriate bus stops.
- b. This project will further the City's transportation related goals.

2. **Alternative 2 - Deny:** Do not authorize the contract.

Pros

- a. Funding in the amount of \$168,676.00 will not be expended.

Cons

- a. Bus shelters will remain in their current condition, and may not be safe, accessible, or comfortable for riders.

Department Review

This report was reviewed by Executive, Legal, and Transportation Planning.

Funding Source

The Transit Fund.

APPENDIX A – SCOPE OF WORK

SCOPE SUMMARY:

AECOM will provide final design for bus shelter improvements at six (6) specified locations in Park City, Utah. The project will be a two phase contract with Phase 1 including shelter concept development for two (2) shelter designs with one concept design being chosen for all locations and preparation of final design drawings for two sites specified by Park City which are Location A: approximately 1760 Park Avenue, Park City, UT and Location B: approximately 1755 Park Avenue, Park City, UT. Phase 2 includes using the chosen shelter concept from Phase 1 to prepare final design drawings for four (4) sites specified by Park City which are Location C: Park City High School; Location D: Meadows Drive at SR-224, southbound; Location E: Thanes and SR-224 (near Hotel Park City) Bus Stop; and Location F: Post Office on SR-224.

The scope of work outlined below, as well as the attached cost estimate, will be the basis for completing Phase 1 and Phase 2 for final design, construction bid document preparation, and support during construction of bus shelter improvements at six (6) specified locations in Park City, Utah.

PROJECT TEAM:

AECOM will perform shelter concept development; final design of shelters and civil site improvements; final design of roadway, drainage, striping, structural and electrical improvements; preparation of construction bid documents; support during construction; and project management tasks.

Meridian Engineering will perform topographic survey and mapping, survey control documentation, and existing ROW research and mapping. Meridian Engineering will perform survey, mapping, and existing ROW documentation for all six (6) sites in Phase 1 of the contract.

SCOPE OF WORK:

Phase 1

TASK 1: PROJECT MANAGEMENT

This activity is for project management oversight.

Tasks:

- Create work plan – AECOM will prepare project work plan documenting approach to completing authorized work.
- Scope, Schedule, Budget updates – AECOM will be responsible for updating overall project scope, schedule, and budget in a shareable format that is accessible by PCMC file sharing standards and will outline tasks completed to date, and an outlook of upcoming tasks, meetings, and deliverables.
- Project set-up/Invoicing – Includes set-up of project in AECOM accounting system and preparation and submittal of monthly progress reports and invoices. Progress reports will include percent complete by task, work items accomplished, anticipated future work, anticipated needs from Park City or others for completion, budget and schedule status, and other information deemed pertinent to the success of the project.
- Design/sub coordination – Includes internal design team meetings and coordination with subconsultant for survey, mapping, and ROW research.

Assumptions:

- AECOM will follow Park City QA/QC procedures.
- Includes one (1) scope, schedule, budget update for Phase 1.
- Includes monthly invoices for six (6) months for Phase 1 (May-October).
- AECOM will hold weekly internal team meetings which Park City will be invited to attend via Web or Tele-conferencing.

Deliverables:

- Updated Project Schedule.
- Monthly Invoices and Progress Reports.

TASK 2: DESIGN ALTERNATIVES ANALYSIS

This activity is for development of design alternatives to select a preferred concept for bus shelters.

Tasks:

- Shelter design concepts – Using aesthetics similar to old Town Transit Center and Kimball Junction Transit Center, two (2) concepts will be developed for evaluation by Park City and Summit County.
- Preliminary costs for concepts – Preliminary construction cost estimates for each shelter concept will be prepared for use in evaluating concepts.

Assumptions:

- Public-friendly concept drawings will be prepared by AECOM for Park City to use in public engagement as they wish.
- No public engagement beyond coordination with Park City and Summit County for concept approval will be conducted by AECOM.

Deliverables:

- Two (2) shelter concepts.
- Conceptual cost estimates.

TASK 3: PRELIMINARY ENGINEERING (60%)

This activity is for preliminary engineering and preparation of 60% plans for locations A & B.

Tasks:

- Develop site concepts for 2 locations (locations A&B) – Using the chosen concept from Task 2, provide 60% design for locations A & B including:
 - o Amenities like Bike/ski/snowboard tuning stations, Next Bus Technology Signage opportunities to display route information and changes, Bike racks/lockers, Historic interpretive information as appropriate.
 - o Ideas for incorporating Park City Transit branding components.
 - o Opportunities to incorporate future transportation trends and integrate future transportation modes.
 - o Proposed locations for public art components on or near bus shelters
 - o Solar-powered lighting and heating elements as appropriate.
 - o Compliance with ADA requirements, Uniform Federal Accessibility Standards, and Federal, State, County, Local and other government laws, regulations, ordinances, and codes.

- For Location B, also includes design of new 10' sidewalk and associated curb and gutter, storm drain, new 2' retaining wall behind sidewalk, and striping design from Kearns Blvd to Homestake Road and coordination with UDOT and adjacent property owners.
- Develop costs for 2 locations (locations A & B) – Construction cost estimate for each location will be prepared. Will include solar-powered lighting and heating elements where appropriate, and costs to incorporate solar powered electric snow-melting components at both locations.
- Site survey (Meridian) – See attached scope of work from Meridian.
- Existing ROW research & mapping (Meridian) – See attached scope of work from Meridian.
- Existing utility base mapping – Existing utility mapping will be based off mapping provided by utility companies and above-ground features identified through survey.

Assumptions:

- City will select one shelter concept based on information presented in Task 2 above.
- Shelter size for locations A & B will be the same.
- No environmental resource identification or permitting is included in this scope of work.
- NEPA documentation is not included in this scope of work.
- Subsurface Utility Engineering (SUE) is not included in this scope of work.
- No curb and gutter, sidewalk, or storm drain design or improvements are included for Location A in this scope of work.
- Construction items will meet UDOT standard drawing and specification requirements.
- Park City will provide environmental/permitting/planning coordination with UDOT to date to AECOM design team to incorporate into design concepts.
- Include infrastructure to allow for Park City inclusion of next bus signage, solar panels on roof. AECOM is not designing the next bus signage or solar panels but would include footprint/infrastructure for inclusion of Park City furnished items.

Deliverables:

- 60% design drawings and engineer's estimate.

TASK 4: PS&E STAGE

This activity is for development of final shelter and site plans and Engineer's Estimate for locations A & B. AECOM will assist the City through the bidding process by producing bidding documents, conducting a pre-bid meeting with contractors, answering questions and creating bid tabulation from the bid opening. We will review all bids for completeness and recommend an award to the contractor with the lowest, responsive bid. We will also provide support during construction by answering contractor and Park City questions and responding to contractor Requests for Information (RFI).

Tasks:

- Develop final site design and prepare final drawings for Locations A & B – Incorporate resolved preliminary design comments into final design.
- Develop final shelter design and prepare final shelter drawings for Locations A & B – Incorporate resolved preliminary design comments into final design.
- Prepare Engineer's Estimate (100%).
- Prepare Bidding and Contract Documents.
- Conduct pre-bid meeting.
- Create bid tabulation for bid opening.

- Review contractor bids and recommend award.
- Support during construction.

Assumptions:

- AECOM will identify permits required and assist with preparation of applications. Contractor or Park City will be responsible for obtaining permits.

Advertisement for bid will follow Park City procedures and will be the responsibility of Park City, including but not limited to advertising, answering bidder questions, setting meetings, and notifying proposers of results. AECOM will be available to assist Park City in the process.

Deliverables:

- Final construction drawings, specifications, and updated Engineer's Estimate of construction costs.
- Minutes from contractor pre-bid meeting.
- Bid tabulation and recommendation of award.

TASK 5: STAFF COORDINATION AND STAKEHOLDER ENGAGEMENT

At major milestones, the AECOM team will prepare and hold update meetings for staff and stakeholders.

Tasks:

- Arrange and conduct review meetings with Park City staff and stakeholders (includes kickoff/scoping, 60%, and final design review meetings)

Assumptions:

- Conduct up to two (2) additional meetings with PCMC staff and project partners, as required.
- Arrange and conduct one (1) meeting with project stakeholders.

Deliverables:

- Meetings and presentations to staff, project partners and stakeholders.

Phase 2

TASK 1: PROJECT MANAGEMENT

This activity is for project management oversight.

Tasks:

- Scope, Schedule, Budget updates – AECOM will be responsible for updating overall project scope, schedule, and budget in a shareable format that is accessible by PCMC file sharing standards and will outline tasks completed to date, and an outlook of upcoming tasks, meetings, and deliverables.
- Project set-up/Invoicing – Includes preparation and submittal of monthly progress reports and invoices. Progress reports will include percent complete by task, work items accomplished, anticipated future work, anticipated needs from Park City or others for completion, budget and schedule status, and other information deemed pertinent to the success of the project.
- Design/sub coordination – Includes internal design team meetings and coordination with subconsultant for survey, mapping, and ROW research.

Assumptions:

- AECOM will follow Park City QA/QC procedures.
- Includes one (1) scope, schedule, budget update for Phase 2.

- Includes monthly invoices for six (6) months for Phase 2.
- AECOM will hold weekly internal team meetings which Park City will be invited to attend via Web or Tele-conferencing.

Deliverables:

- Updated Project Schedule.
- Monthly Invoices and Progress Reports.

TASK 2: DESIGN ALTERNATIVES ANALYSIS

This activity is for development of design alternatives to select a preferred concept for bus shelters.

Assumptions:

- All activity for development of design alternatives will be performed in Phase 1. No hours for Task 2 are assumed for Phase 2 of the project.

TASK 3: PRELIMINARY ENGINEERING (60%)

This activity is for preliminary engineering and preparation of 60% plans for locations C, D, E & F.

Tasks:

- Develop site concepts for 4 locations (locations C, D, E & F) – Using the chosen concept from Phase 1 Task 2, provide 60% design for 4 locations including:
 - o Amenities like Bike/ski/snowboard tuning stations, Next Bus Technology Signage opportunities to display route information and changes, Bike racks/lockers, Historic interpretive information as appropriate.
 - o Ideas for incorporating Park City Transit branding components.
 - o Opportunities to incorporate future transportation trends and integrate future transportation modes.
 - o Proposed locations for public art components on or near bus shelters
 - o Solar-powered lighting and heating elements as appropriate.
 - o Compliance with ADA requirements, Uniform Federal Accessibility Standards, and Federal, State, County, Local and other government laws, regulations, ordinances, and codes.
- Develop costs for 4 locations (locations C, D, E & F) – Construction cost estimate for each location will be prepared. Will include solar-powered lighting and heating elements where appropriate, and costs to incorporate solar powered electric snow-melting components at one location.
- Existing utility base mapping – Existing utility mapping will be based off mapping provided by utility companies and above-ground features identified through survey.

Assumptions:

- City will select one shelter concept based on information presented in Phase 1 Task 2 above.
- A maximum of two different shelter sizes total will be used in locations C, D, E, & F.
- No environmental resource identification or permitting is included in this scope of work.
- NEPA documentation is not included in this scope of work.
- Park City will provide any environmental clearance documents so designs can comply with mediation requirements/environmental commitments and fit within the cleared footprint.
- Subsurface Utility Engineering (SUE) is not included in this scope of work.
- No curb and gutter, sidewalk, or storm drain design or improvements are included for Locations C, E, & F in this scope of work.

- Construction items will meet UDOT standard drawing and specification requirements.

Deliverables:

- 60% design drawings and engineer's estimate.

TASK 4: PS&E STAGE

This activity is for development of final shelter and site plans and Engineer's Estimate for locations C, D, E & F. AECOM will assist the City through the bidding process by producing bidding documents, conducting a pre-bid meeting with contractors, answering questions and creating bid tabulation from the bid opening. We will review all bids for completeness and recommend an award to the contractor with the lowest, responsive bid. We will also provide support during construction by answering contractor and Park City questions and responding to contractor Requests for Information (RFI).

Tasks:

- Develop final site design and prepare final drawings for Locations C, D, E & F – Incorporate resolved preliminary design comments into final design.
- Develop final shelter design and prepare final shelter drawings for Locations C, D, E & F – Incorporate resolved preliminary design comments into final design.
- Prepare Engineer's Estimate (100%).
- Prepare Bidding and Contract Documents.
- Conduct pre-bid meeting.
- Create bid tabulation for bid opening.
- Review contractor bids and recommend award.
- Support during construction.

Assumptions:

- AECOM will identify permits required and assist with preparation of applications. Contractor or Park City will be responsible for obtaining permits.
- Advertisement for bid will follow Park City procedures and will be the responsibility of Park City, including but not limited to advertising, answering bidder questions, setting meetings, and notifying proposers of results. AECOM will be available to assist Park City in the process.

Deliverables:

- Final construction drawings, specifications, and updated Engineer's Estimate of construction costs.
- Minutes from contractor pre-bid meeting.
- Bid tabulation and recommendation of award.

TASK 5: STAFF COORDINATION AND STAKEHOLDER ENGAGEMENT

At major milestones, the AECOM team will prepare and hold update meetings for staff and stakeholders.

Tasks:

- Arrange and conduct review meetings with Park City staff and stakeholders (includes Phase 2 kickoff, 60%, and final design review meetings)

Assumptions:

- Conduct up to one (1) additional meeting with PCMC staff and project partners, as required.
- Arrange and conduct one (1) meeting with project stakeholders.

Deliverables:

- Meetings and presentations to staff, project partners and stakeholders.

TASK 6: SYSTEM-WIDE ACCESSIBILITY STUDY (*OPTIONAL*)

This task is for a system-wide analysis of all Park City Transit bus stops to determine level of accessibility for pedestrians and bicyclists and ADA compliance.

Tasks:

- Evaluate and report of all existing amenities and accessibility conditions at each stop.
- Provide recommended access improvements report.

Assumptions:

- 215 stops.
- Field visit to each of the stops to document existing conditions and create geographic database. These elements may include but not be limited to:
 - o Sidewalk width
 - o Accessibility
 - o Shade
 - o Grade
 - o Curb ramp
 - o Furniture clearance
 - o Bus stop pad
 - o Signage
- Materials which should be used as resource materials for this task include, but are not limited to: Department of Justice ADA Standards (2010) and the United States Access Board Design ADA Accessibility Guidelines (ADAAG)

Deliverables:

- Transit stop survey methodology, survey elements and the survey results.

Report summarizing findings and documenting recommended prioritization process (weighted criteria spreadsheet) for future system bus stop improvements.

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the Professional Service Agreement with Sparano & Mooney Architecture in a Form Approved by the City Attorney's Office in an Amount Not to Exceed \$106,380 for Architecture Services at 100 Marsac Avenue

Suggested Action:

Approve the Professional Service Agreement with Sparano & Mooney Architecture in a form approved by the City Attorney's office in an amount not to exceed \$106,380

Attachments:

[100 Marsac Avenue Staff Report](#)

[100 Marsac Avenue Housing RFP](#)

[Design Professional Service Agreement - Sparano Mooney](#)



City Council Staff Report

Subject: Design Professional Agreement – Design of 100 Marsac Avenue with Sparano & Mooney Architecture, Inc.
Author: Jason Glidden
Department: Community Development
Date: May 16, 2019
Type of Item: Administrative – Award of Contract

Summary Recommendation

Review and approve the Design Professional Agreement in a form approved by the City Attorney's Office with Sparano & Mooney, in the amount not to exceed \$106,380 dollars for architectural design services for the 100 Marsac Avenue Affordable Housing project.

Executive Summary

The construction of 100 Marsac Avenue will help to meet City Council's desired outcomes, notably affordable housing. As part of this contract, the City is looking to develop conceptual designs and receive approval on the entitlement of the parcels. The City is looking to develop single/multifamily family homes consistent with the allowed uses in Historic Residential (HR1) District. Access to the parcel will come from Marsac Avenue. Once the parcels are approved through the Master Planned Development process, the City will look to issue a Request for Proposal (RFP) seeking proposal to identify a possible development partner for the property.

Park City Municipal Corporation (PCMC) issued a Request for Proposals (RFP) for architectural design services in February of 2019. Staff received three qualified bids. A selection committee scored all the bids using the pre-determined criteria that we included in the RFP (Exhibit A). The group then met to discuss the scoring of the bids. Based on the results of the scoring along with reference checks, the committee selected Sparano & Mooney Architecture, Inc. for the projects.

Staff is coming to City Council to seek approval for the Design Professional agreement with Sparano & Mooney. The scope of the contract consists of survey and platting, planning, entitlements, architectural and engineering design to take these parcels through the Master Planned Development approval process. Further details on the scope of service can be found in the Request for Proposal (Exhibit A).

Background

The City owns land located at 100 Marsac Avenue which is split into two parcels. These parcels together are 2.1 acres in size. The parcels are located in the Historic Residential (HR1) District. City Council has identified these parcels as possible locations for affordable housing.



Analysis

Staff completed a competitive bidding process for architectural design services for 100 Marsac Avenue. The RFP was published and advertised starting on February 20, 2019. Bids were due by March 21, 2019 at 4pm. The City received a total of three bids. Below is a list of the firms that submitted proposals along with the proposed fees for the services requested.

Sparano & Mooney	\$106,380.00
Elliot Workgroup	\$239,400.00
Think	\$216,300.00

A selection committee made up of City staff from Community Development, Planning, and Engineering read through the proposals and scored each proposal based on the following criteria;

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed.	10 percent
Qualifications/expertise of team members in high density affordable housing in resort communities.	15 percent
Qualifications/expertise of team members in net zero design.	15 percent
Expertise in following the Park City planning, building, and engineering approval processes.	20 percent
Experience completing successful projects in Park City/Summit County Projects or similar communities.	5 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	20 percent
COST	
Proposed Fee Schedule	15 percent

The scores from each committee member were tallied and an average score was calculated for each proposal. The selection committee then discussed the results to determine if the average scores represented the feelings of all members of the selection committees. Sparano & Mooney was the unanimous decision of the group. Sparano & Mooney demonstrated an ability to meet all items outlined in the scope of service and score high in each of the scoring criteria. In addition, they received exceptional

recommendations from past clients, especially in regards to their ability to perform community outreach.

Department Review

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

Funding Source

Funding will come from Cp0013 – Affordable Housing Program from the sale of assets.

Attachments

Exhibit A – Request for Proposal for Architectural Services 100 Marsac Ave.

Exhibit B – Design Professional Agreement – Sparano & Mooney Architecture



Park City Municipal Corporation

100 Marsac Avenue Housing Project

Request for Proposals (Non-Bid) Architectural Consultant Services

Submittal deadline: By 4:00 p.m. on Thursday, March 21, 2019

Park City Municipal Corporation
Community Development Office

445 Marsac Avenue

P.O. Box 1480

Park City, UT 84060

(435) 615-5177

Staff contact: Jason Glidden

Housing Development Manager

Email: jglidden@parkcity.org

RFP Website: <http://www.parkcity.org>

**NOTICE OF REQUEST FOR PROPOSALS FOR ARCHITECTURAL
CONSULTANT SERVICES (NON-BID)**

Park City Municipal Corporation ("PCMC") is seeking the services of a qualified design team to prepare design, engineering, and entitlement services for the following project:

Marsac Avenue Housing Project – 100 Marsac Avenue

RFP AVAILABLE:

A copy of the RFP can be obtained electronically by emailing Jason Glidden at jglidden@parkcity.org. Any modifications or addendums will be made in redlined form on the website on Thursday, March 14, 2019, by 5:00 pm.

PROPOSALS DUE:

Proposal submittals must be received **via e-mail by 4:00 p.m. on Thursday, March 21, 2019**, at: jglidden@parkcity.org.

PROJECT LOCATION: 100 Marsac Avenue, Park City Utah

OWNER/CONTACT: Jason Glidden, Housing Development Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

All questions shall be submitted in writing by 2:00 p.m. on Thursday, March 14, 2019, via e-mail to: jglidden@parkcity.org.

Park City Municipal Corporation reserves the right to reject any or all proposals received for any reason. 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. Project Description

Park City Municipal Corporation (“PCMC”) seeks proposals for survey, platting, architecture, and engineering services for an affordable housing project on City owned property at 100 Marsac Avenue, Park City, Utah. PCMC is the owner and developer of the projects. The work outlined in the RFP includes survey and platting, planning, entitlements, and architectural and engineering design of the properties. PCMC is seeking responses from architects licensed in the State of Utah to act as the Primary Architect for the project.

100 Marsac Avenue

The City owned land at 100 Marsac Avenue is split into two parcels. These parcels together are 2.1 acres in size. The City is looking to develop single/multifamily family homes on the parcels with access coming from Marsac Avenue. The previous owner had started the Master Planned Development (MPD) process and had submitted a complete application. During the MPD process, secondary access issues were identified and led to litigation with adjacent property owners. In addition, the property contains contaminated soils that will need to be mitigated during development. The City has access to documentation regarding the MPD, litigation, and soil issues on the property. These documents can be found [HERE](#) and should be used to assist in the scope of work described below. The City may bring in additional development partners for this project.



Figure 1 Affordable Housing Areas

The Primary Architect will develop the schematic drawings and work with the project team to finalize the project scope and budget. At the discretion of PCMC, award of the contract may be considered to the primary architect to take the drawings through to completion of construction drawing and construction administration. Should additional tasks beyond schematic design be awarded, the primary architect will also be the “Architect of Record”, and be the primary interface with the City agencies in the permit and construction tasks, and shall sign and seal appropriate drawings, statements, and certifications. They will also provide input as appropriate during all tasks of design on codes and standards in Park City and conformance thereto. Additionally, the Primary Architect will complete the necessary entitlement, planning process, and obtain any required governmental approvals and permits with Park City Community Development.

II. Site Information

Zoning & Existing Conditions

The current Park City Municipal Land Management Code (LMC) identifies the zoning on the subject site as Historic Residential (HR1). The proposed building site lies across two City owned metes and bounds parcels. Prior to construction, the City's LMC requires the property to be included within a platted subdivision and that the improvements meet all the requirements of the LMC for the zone. The design team will procure site survey information and conduct necessary platting approvals to identify a developable lot of record, concurrent to the design process. A local vendor is preferred. PCMC will provide preliminary soil (geo-tech) and environmental information on the site as well as documentation on the secondary access issues associated with the property. Both of these issues will have to be addressed as part of the scope of service.

III. Scope of Work

The proposal to PCMC shall outline an approach to the needs listed below and shall include an estimated range of total costs to perform the following work for all tasks associated with the 100 Marsac Housing project.

The City will provide a basic plan outlining the unit types, density, phasing, and other important site or design considerations.

The proposal to PCMC shall outline an approach to the following needs for both lots and shall include an estimated range of total costs to perform the following work. It is anticipated that the specific services to be provided by the Consultant Design Team will include:

Task 1 – Project Management, Concept Design review and Schematic Design

Project Management and Review Concept and Documents

- Organize and document weekly team meetings.
- Work to complete overall development goals, scoping, site assessment, concept design, net-zero goals and housing program.
- Bring the concept plans to City Council for review and feedback.
- Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities, and building construction permits (including fire, life, and safety issues).
- Prepare and submit a Historic District Design Review – Pre (HDDR-Pre) application - while this is not in the historic zone, an early submittal to the PCMC Planning Department for acceptance may streamline the process.

Deliverables:

- Agendas/summaries weekly team meetings.
 - Work plan, including schedule showing all submittals.
 - Concept designs reviewed by City Council
 - Historic District Design Review – Pre (HDDR-Pre) Application
- Pre-MPD meeting with Staff

Develop Schematic Design

- Develop the schematic design including plans, elevations and cross sections, as well as three-dimensional project massing and computer imaging.
- Conduct a boundary survey and supplement the topographic survey if necessary.
- Prepare a plat amendment for the project to create one lot.(if needed)
- Prepare a preliminary estimate of probable project costs.
- Coordinate with utility companies to help develop Schematic Design plans.
- Develop criteria that will capture the most cost-effective sustainable design components.
- Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.
- Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website. The City shall take the lead in all public outreach efforts.

Deliverables:

- Technical memo, plans, elevations, and building massing drawings (written and graphic form) identifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements, and the relationship of new construction to existing facilities.
- Graphic materials representing building and site plans, materiality and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
- Site plan, floor plan(s), sections, an elevation, and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Supplemental topographic survey.
- Plat Amendment to create one lot.
- A final schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate 3 public meetings for presentation including City Council and Planning Commission.
- Possible refinement of drawings based on public meetings and reviews.
- Proposed plan and assumption of costs to meet the City's Net-zero goals.
- An updated project schedule.

Task 2 - Design Document Development Tasks

Design Development

- Prepare and submit for the City's approval, Design Development documents consisting of plats, drawings, delineation of equipment, mechanical and communications requirements, colors, and final selection of materials, specifications, and other documents, all of which fix and describe the architectural, mechanical, and electrical systems conforming to Park City Green Building standards and Net-zero goals.
- Prepare a life cycle cost analysis to assist in final systems decisions.
- Work with City and utility companies to produce Design Development drawings and plans.

- Update estimate of probable project costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Perform cost effectiveness adjustments to design as required by the City.
- Prepare all necessary documents for value engineering to assist City representatives in making value engineering decisions. Prepare any additional designs and/or specifications as a result of value engineering.
- Prepare subdivision/condo plat/MPD in accordance with Park City Municipal LMC.
- Present the Design Development drawings to Planning Commission (2-3 meetings for Master Plan Development) and to City Council (1 meeting).
- Provide for development entitlements for planning, zoning, building, and engineering requirements.
- Cost estimate and schedule of construction.

Deliverables

- Updated Design Development level technical memo, plans, elevations, building drawings, and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements.
- A technical memo clearly presenting a life-cycle cost analysis of proposed building systems and materials.
- Necessary approvals from regulatory agencies for entitlements and permits.
- A final Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- MPD Application.
- An updated project schedule.
- A value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Weekly (or schedule as determined by team) meetings.
- Participation and presentation materials for public meetings including, but not limited to, 3D renderings, models, and fly-throughs.

IV. Submittal Requirements

A. Cover Letter (maximum of 1 page)

Present a brief understanding of PCMC needs based upon the information provided in the Scope of Work. Summarize qualifications most relevant to this project. Identify team and clearly indicate the single contact and authorized representative (principal-in-charge) of the Applicant with mailing address, telephone and fax numbers, and e-mail address. The representative shall certify that the information provided in response to this Request for Proposals is true and accurate.

B. Statement of Qualifications (Maximum of 8 pages)

Each respondent must demonstrate in their submittal that they have the professional capabilities and the organizational and administrative experience needed to accomplish this project. A concise presentation will be appreciated. The page count does not include index, dividers, or separation sheets that contain no information, or short-form resumes of team individuals.

The Statement of Proposals should contain specific responses to the following requested items:

1. **Statement of Approach of Team:** Describe the specialized experience and project approach of the team. Indicate the team leader and his/her specific role. Briefly discuss the approach to team management and organization. Describe the firm's approach to conceptual site planning for housing projects, cost estimation, and control.
2. **Understanding of Work and Outline of Project Schedule:** Demonstrate knowledge of work to be performed. Provide an outline of the schedule noting the critical path items. If team believes there are potential challenges, those challenges should be noted along with potential solutions to address these challenges.
3. **Specific Affordable Housing Project Experience:** Provide information on similar or relevant projects which team members have executed. Note projects completed within budget and schedule.
4. **Sustainable Development:** Describe the firm's commitment to environmentally sound and sustainable practices and professional experience in applying sustainable practices to reach net zero in new construction. Specific examples of delivering net zero projects should be highlighted.
5. **Firm/Team Qualifications and Experience in Park City:** Demonstrate professional experience in site planning, housing design, infrastructure design, cost estimation, and implementation. An example of recent previous work is required as well as descriptions of the scope of work and management tasks provided by the firm or team. *Photographs of completed projects are encouraged.* Demonstrate recent, relevant experience particularly in the Park City market and specifically in the affordable housing market.
6. **Proposed Project Team Members:** Submit a written description of the team composition, disciplines, and the primary role of each firm or individual on the team

indicating respective roles, responsibilities, and related experience and qualifications. Also include an organizational chart. The information must clearly indicate the team leader for the team for this project and the responsible party in each firm who will be providing the required professional experience. If a team approach is used, provide example of projects completed by the team. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

7. **Individual Experience:** Provide a description of the background of the key members of the team and their specific participation in previous projects that would directly relate to the work to be done for this project. This may be done in descriptive text or in a short-form (one page or less) resume.
8. **Quality Control:** Describe the ability to undertake and complete quality projects on time and within budget. Indicate current workload and the capacity of the firm to undertake this project. Has the firm or individual engaged in litigation, arbitration, or mediation as a result of design errors of omission? If yes, please explain.
9. **List of References:** List three (3) references with which the team or key members of the team have worked in the last five (5) years, for projects of similar size or scope, indicating projects done. Provide all contact information, such as address, telephone number, fax number, and email address. Proposals that do not provide a completed section for references will not be considered further.

C. Supplemental Material (Maximum of 4 pages)

The Applicant can provide supplemental material to support the firm's selection for this process.

D. Work Plan

Provide a preliminary work plan identifying the tasks to be accomplished, the positions or individuals anticipated to execute each task, hours anticipated for each task, and proposed deliverables proposed schedule, management plan, and timeline for completing the project. The exact scope, timeline, deliverables, and not-to-exceed total for services will be negotiated with the selected Consultant Design Team prior to execution of the contract.

E. Evidence of Ability to Obtain Insurance.

1. 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.

2. **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.
3. **Professional Liability** (Errors and Omissions) insurance written on claims made basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence.
4. **Workers Compensation** 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.
5. 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. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
6. 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.

F. Professional Services Agreement Statement. A copy of the City's standard Service Provider/Professional Services Agreement is included as Exhibit "A" attached hereto and made a part hereof.. Please include a statement indicating that you (1) accept the Agreement as is or (2) propose changes and specify. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with the City's insurance/indemnity provision) will count against a proposal.

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 INQUIRES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.

V. Fee Schedule

Fees should be outlined with the proposed costs for the services including:

- o Fixed hourly rates for the Conceptual, Preliminary, Schematic and Design Development.
- o Percentage of the Design Development Cost estimate to be used as a basis for the Construction Documents and Construction Administration Phase.

- o The fixed hourly rates are to show the persons who will be assigned, titles, and applicable rates. For example: John Smith, Architect I, \$75 per hour.
- o Any additional reimbursable expenses.
- o Rates for any additional studies that may be required as part of the MPD review criteria in the [LMC](#).

Award of contact is subject to City Council approval. Upon approval, PCMC will then contract with the selected proponent. PCMC will either award both projects to one bidder or will award each project to two separate bidders.

Price may not be the sole deciding factor.

VI. Selection Process

All respondents must address submittal requirements outlined in **Section IV, Submittal Requirements**. Each respondent bears the sole responsibility for the items included or not included in its submittal. Proposals lacking required information will not be considered.

After evaluation of the complete proposals received in response to this RFP, City staff and other community representatives as part of the selection committee may conduct interviews with one or more Applicants. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with out insurance/indemnity provision) counts against a proposer.

During any interviews, applicants will be encouraged to elaborate on their qualifications, experience, performance data, project approach, and staff expertise relevant to the project. PCMC expects the key personnel proposed for the project to be present at the interviews.

At the conclusion of the interviews, the Selection Committee shall rank, in the order of preference, the Applicants whose professional qualifications and proposed services are deemed most meritorious.

Negotiations, including the final scope of work, shall then be conducted with the applicant ranked first. If a contract satisfactory to PCMC can be negotiated at a fee considered fair and reasonable, the award shall be made to that applicant. Otherwise, negotiations with the applicant shall be formally terminated and the City will move on to the next applicant.

Park City Municipal'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.

PCMC reserves the right to complete the selection process without proceeding to an interview process, and may choose to select based on the information supplied in the Statement of Qualifications. PCMC reserves the right to select the applicant(s) whose qualifications, in the City's sole judgment, best meet the needs of the City. Award of contract is subject to approval by the City Council of Park City.

Evaluation Criteria Weighting

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed.	10 percent
Qualifications/expertise of team members in high density affordable housing in resort communities.	15 percent
Qualifications/expertise of team members in net zero design.	15 percent
Expertise in following the Park City planning, building, and engineering approval processes.	20 percent
Experience completing successful projects in Park City/Summit County Projects or similar communities.	5 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	20 percent
COST	
Proposed Fee Schedule	15 percent

VII. Submittal Instructions

Proposal submittals must be received by **4:00 p.m. on Thursday, March 21, 2019**, via email to **Jason Glidden, Housing Development Manager**, at jglidden@parkcity.org.

Expensive and elaborate statements are discouraged.

E-mails should be no larger than seven (7) megs. Respondents must ensure receipt of materials by the time and date specified.

Statements should be signed by a duly authorized official(s) of the firm(s). Consortia, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or legal entity which is not a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the team. If the firm submitting the proposal utilizes third parties for completing the RFP requirements, list what portion of the proposal will be completed by third parties and the name of the third party.

Firms or teams will be evaluated, among other things, as to relevant experience, ability to begin and complete the work, and feedback from references. Proposals will be good for sixty (60) days. Submissions will be subject to the Government Records and Retention Management Act, ("GRAMA") and may be subject to disclosure unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended.

VIII. Tentative Schedule of Selection Process:

- | | |
|---------------------------------------|--|
| 1. Responses to the RFP deadline: | By 4 p.m. on Thursday, March 21, 2019 |
| 2. Interview for Selected Applicants: | Week of March 25, 2019 (if necessary) |
| 3. Selection of Firm: | Week of April 1, 2019 |
| 4. Finalize and Award Contract: | Week of April 7, 2019 |
| 5. Notice to Proceed: | Week of April 14, 2019 |

Professional Service Agreement (Design Professional)

Revised 05.08.2018

IX. Requests for Additional Information

Any questions concerning the submittal or the project shall be sent by 4:00 p.m. on Thursday, March 14, 2019, in written form via email inquiry to the attention of Jason Glidden, at jglidden@parkcity.org. If you wish to receive a copy of all questions received and responses provided, please check the City website each Friday evening.

PCMC 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.

EXHIBIT "A"

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a _____, ("Design Professional"), collectively, the City and the Design Professional 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 Design Professional represents that the Design Professional 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 Design Professional 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 Design Professional responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars (\$_____).

The City has designated _____, or his/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.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Design Professional except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Design Professional 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 Design Professional shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Design Professional within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Design Professional 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 Design Professional 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.

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- B. The Design Professional 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 Design Professional 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 Design Professional 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 Design Professional's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Design Professional 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 Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional 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 Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional 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 Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

benefits the City provides for its employees. The Design Professional 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 Design Professional 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. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including 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 (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. 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 to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.

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- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional'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 Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional 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.
- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse 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.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.
- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

The Design Professional 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 Design Professional, their agents, representatives, employees, or subcontractors. The Design Professional shall provide a Certificate of Insurance evidencing:

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

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The Design Professional 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 Design Professional warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional 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, Design Professional 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 Design Professional'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,

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

prepared by the Design Professional pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Design Professional, 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 Design Professional is required to have a valid Park City business license.
- C. The Design Professional 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 Design Professional shall register and participate in E-Verify, or equivalent program. The Design Professional 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. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional 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, Design Professional 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. Design Professional shall take such action with respect to this Agreement as may be required to ensure full

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

compliance with local, State and federal laws prohibiting discrimination in employment.

- C. Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 Design Professional 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 Design Professional shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Professional shall promptly submit a termination claim to the City. If the Design Professional has any property in its possession belonging to the

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

City, the Design Professional will account for the same, and dispose of it in a manner directed by the City.

- B. If the Design Professional fails to perform in the manner called for in this Agreement, or if the Design Professional 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 Design Professional setting forth the manner in which the Design Professional is in default. The Design Professional 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.

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

21. ENTIRE AGREEMENT.

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

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

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

PARK CITY MUNICIPAL CORPORATION
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

DESIGN PROFESSIONAL NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

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

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “A”

SCOPE OF SERVICES

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2019, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and SPARANO + MOONEY ARCHITECTURE, INC. DBA SMA INC., a Utah corporation, ("Design Professional"), collectively, the City and the Design Professional 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 Design Professional represents that the Design Professional 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 Design Professional 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 Design Professional responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **ONE HUNDRED SIX THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$106,380.00)**.

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

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2020, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Design Professional except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Design Professional 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 Design Professional shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Design Professional within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Design Professional 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 Design Professional 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 Design Professional 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- C. The Design Professional 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 Design Professional 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 Design Professional's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Design Professional 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 Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional 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 Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional 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 Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- B. In the performance of the services herein contemplated the Design Professional 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. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including 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 (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. 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 to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.
- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional'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 Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional would be obligated to indemnify the City for

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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.

- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse 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.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.
- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

The Design Professional 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 Design Professional, their agents, representatives, employees, or subcontractors. The Design Professional shall provide a Certificate of Insurance evidencing:

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

The Design Professional 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- 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 Design Professional warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional 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, Design Professional 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 Design Professional'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 Design Professional pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Design Professional, 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,

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 Design Professional is required to have a valid Park City business license.
- C. The Design Professional 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 Design Professional shall register and participate in E-Verify, or equivalent program. The Design Professional 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. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional 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, Design Professional 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. Design Professional 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. Design Professional 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 Design Professional shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

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- 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 Design Professional 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.

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PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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- 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.

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- 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.

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- 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 Design Professional shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Professional shall promptly submit a termination claim to the City. If the Design Professional has any property in its possession belonging to the City, the Design Professional will account for the same, and dispose of it in a manner directed by the City.
- B. If the Design Professional fails to perform in the manner called for in this Agreement, or if the Design Professional 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Design Professional setting forth the manner in which the Design Professional is in default. The Design Professional will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

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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.

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- 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

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

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**SPARANO + MOONEY ARCHITECTURE,
INC. DBA SMA INC.**, a Utah corporation
57 West 2100 South
Salt Lake City, UT 84115

Tax ID#:13001757-003
PC Business License# BL B-015796

Signature

Printed name

Title

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2019, 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 SPARANO + MOONEY ARCHITECTURE, INC. DBA SMA INC., a Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for SPARANO + MOONEY ARCHITECTURE, INC. DBA SMA INC., a Utah corporation.

Notary Public

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

INTRODUCTION

The scope of service for this project should meet all the deliverables addressed in the Request For Proposal as well as items described below. Sparano + Mooney Architecture (SMA) will serve as the PCMC’s primary contact as the 100 Marsac Avenue Housing Project is developed through schematic design and design development. The work plan includes the finalization of the site development plan and the development of complete schematic design documents. Sparano & Mooney will also finalize project scope, program and budget and reconcile the budget with PCMC’s annual capital budgeting process.

The work will include the review of applicable codes and standards in Park City, ensuring conformance with all regulatory agencies and design standards. As the architect, Sparano & Mooney will complete the planning process with PCMC and obtain approvals as required from the PCMC and Community Development office.

The scope of services is divided into the tasks that should be performed in order to provide PCMC with planning, programming, and conceptual and schematic design options for the 100 Marsac Avenue Housing Project. We also anticipate a period of collaborative discussion to ensure the scope, timeline, and deliverables meet PCMC’s needs. Together Sparano & Mooney will develop the Team Work Plan to provide a road map to guide the entire team to successful project development. John, Anne and Seth from Sparano & Mooney will be leading each aspect of the Work Plan through each project phase, and will be involved in each task for the required number of hours, along with our sub-consultants. They will ensure that the full team will also be available for each specified task.

RESEARCH + DISCOVERY

TIMELINE: 2 - 4 WEEKS

The SMA project start-up is a key phase in our design process, in which we orient all members of the team to the project and establish approved lines of communication with PCMC in our Communications Management Plan. We will confirm all work elements, scope, schedule and budgets to ensure PCMC’s goals are met. This research and discovery phase is one of the ways we make sure our team is able arrive at the best project approach and strategy, in order to ensure a successful outcome.

We will review and confirm, or modify as necessary, the existing project information for the facility and site prior to proceeding with the design phase. The specific work of this phase will include conducting a thorough site analysis and obtaining site information on topography, utilities, and other infrastructure including adjacent land use and planning data. We will develop

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

design criteria to address site and building systems including finishes, materials, lighting, compatible scale and program configurations and other design options. Specific features and functional and safety criteria will be identified and documented for incorporation in the design. We will also analyze the project risks and, in our Risk Management Plan, develop potential responses and strategies to mitigate these risks.

If directed by PCMC, our team will prepare a list of key stakeholders to interview. This list typically will include City staff, school and community representatives, non-profits with an interest in the site, operators of the facility and private community-based organizations that have a stake in the outcome of the planning process. Our team will distribute, then review and analyze, the material and prepare a summary report for PCMC staff. These results provide the necessary data to determine market demand and amenities needed for the Park City.

SCOPING, SITE ASSESSMENT, CONCEPTUAL DESIGN REVIEW **TIMELINE: 2 - 4 WEEKS**

The purpose and objectives of this phase will be to evaluate site design options. In doing so, the design team will prepare documents in such detail to ensure that the functional requirements as outlined in the Research + Design Phase are met. Our team will develop scenarios for how the residential units will be arranged on the site and how alternative egress from the site might be accommodated. Site plans will take into account current and future growth and development, and consider the site's unique access restrictions and environmental conditions. Our internal design workshops with the design team will endeavor to determine the most viable configuration of the new housing project within the larger area for site access and egress and examine the facility's general appropriateness within the context of the landscape and surrounding historic context.

During this phase we will also explore specific site strategies and options to determine optimum configuration of pedestrian, bike and vehicular access and relationships to other city amenities and circulation. Two meetings with PCMC staff will be held to review the preliminary conceptual design scenarios. At these meetings our team will explain new proposed scenarios in a working session format. The presentation materials will be rougher than the final presentations because we will be soliciting feedback and engaged in a discussion to assist us in developing the scenarios further.

SCHEMATIC DESIGN **TIMELINE: 8 - 10 WEEKS**

We will assist PCMC in developing a schematic design that meets the current needs of the City and community and provides for future flexibility. The design team will work closely with PCMC staff and community representatives to develop and incorporate design solutions and recommendations into the facility and site design. This phase will also include the preparation of documents that meet the HDDR Guidelines and a meeting with City planners to discuss

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

permitting, land use, entitlements and Fire, Life and Safety issues relating to the proposed schematic design.

The project team will prepare an estimate of probable construction costs appropriate for this level of completion for the schematic design scenario(s). Our project team members are involved with construction and are thus familiar with current costs of construction in Park City. The benefit to PCMC is that the cost estimates developed for these early design studies will reflect real costs culled from similar projects under construction now, and escalated to an assumed mid-point of construction. The goal of this task is to work with PCMC to develop a cost model for the purposes of establishing an accurate budget for the next stage of the project. Our scope for this phase will also include the development of a preliminary material template, building elevations, and site and building sections to illustrate the overall site strategy and architectural design and character.

COMMUNITY OUTREACH

SMA will provide ongoing leadership and support in PCMC's outreach process by supplying graphic materials and project visualizations representing the community building design and site plan, and material palette for presentation in public meetings, City Council meetings and posting on PCMC's project website. Our team will support PCMC in its outreach efforts to ensure success and brings two decades of municipal outreach experience to this project.

DESIGN DEVELOPMENT TIMELINE: 8 - 10 WEEKS

During this phase our team of architects, engineers and specialty consultants will further develop the schematic design to clarify the residential unit components, systems and arrangements in plans, sections, elevations and outline specifications. The architectural, mechanical, electrical, plumbing and equipment will conform to Park City Green Building standards and the project's Net Zero goals. Costs will be considered in a first cost plus a life cycle cost analysis, and value engineering will be performed as required to meet PCMC's budgetary goals for the project. Deliverables include a final Design Development level estimate of probable cost that will be developed along with an updated project schedule.

CONSTRUCTION DOCUMENT PHASE TIMELINE: 18 - 20 WEEKS

During the construction documents phase the architectural and engineering team will move forward to produce a comprehensive set of drawings and documents with greater detail, including specifications and construction details. These drawings and specifications, known as "Contract Documents", will set forth in detail the requirements for construction of the project and will be based on value engineering decisions made at the Design Development level. The Construction Documents will meet code requirements at the local, state and federal level,

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

including ADA, and comply with Utah State Code and Procurement Policies of Park City. Deliverables for this phase will include an updated schedule and estimate of probable construction costs along with a comprehensive set of drawings and specifications that include all pertinent information required for the contractor to price and build the project. A final value engineering report will be included identifying possible alternates to proposed materials or design elements to meet the project budget.

Task 1 – Project Management, Concept Design Review and Schematic Design

Project Management and Review Concept and Documents

Deliverables:

- Agendas/summaries of weekly team meetings.
- Work plan, including schedule showing all submittals.
- Historic District Design Review – Pre (HDDR-Pre) Application.
- Pre-MPD meeting with Staff.

Develop Schematic Design

Deliverables:

- Technical memo, plans, elevations, and building massing drawings (written and graphic form) identifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements, and the relationship of new construction to existing facilities.
- Graphic materials representing building and site plans, materiality and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
- Site plan, floor plan(s), sections, an elevation, and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Supplemental topographic survey.
- Plat amendment to create one lot.
- A final schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate three (3) public meetings for presentation including City Council and Planning Commission.
- Possible refinement of drawings based on public meetings and reviews.
- Proposed plan and assumption of costs to meet the City's Net-zero goals.
- An updated project schedule.

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Task 2 - Design and Construction Document Development Tasks

Design Development

Deliverables

- Updated Design Development level technical memo, plans, elevations, building drawings, and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements.
- A technical memo clearly presenting a life-cycle cost analysis of proposed building systems and materials.
- Necessary approvals from regulatory agencies for entitlements and permits.
- A final Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- MPD Application.
- An updated project schedule.
- A value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Weekly (or schedule as determined by team) meetings.
- Participation and presentation materials for public meetings including, but not limited to, 3D renderings, models, and fly-throughs.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

SPARANO + MOONEY ARCHITECTURE

PROPOSED FEES
for the

100 MARSAC AVENUE HOUSING PROJECT

PARK CITY MUNICIPAL CORPORATION

March 21, 2019

Fixed Hourly Rates for Conceptual Review, Schematic Design and Design Development Phases:

John Sparano, Principal Architect:	\$165/hour
Seth Striefel, Project Architect:	\$120/hour
CAD Draftsman:	\$85/hour
Michael Demkowicz, Civil Engineer:	\$150/hour
Civil CAD Draftsman:	\$100/hour
David Winn, Structural Engineer:	\$140/hour
Structural CAD Draftsman:	\$105/hour
Akbar Matinkhah, Electrical Engineer:	\$125/hour
Electrical CAD Draftsman:	\$75/hour
Ray Vernon, Mechanical Engineer:	\$105/hour
Mechanical CAD Draftsman:	\$70/hour
Mark Vlasic, Landscape Architect:	\$160/hour
Landscape CAD Draftsman:	\$90/hour
Matthew Meyer, Energy Consultant:	\$180/hour
Nick Anzer, Cost Estimator:	\$125/hour

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Nate Rockwood

Submitting Department: Budget, Debt & Grants

Item Type: Continuation

Agenda Section:

Subject:

2019-20 City Manager's Recommended Budget: Presentation and Review

(A) Public Hearing (B) Continue to May 30, 2019

Suggested Action:

Attachments:

[2020 Budget Staff Report](#)



City Council Study Session Report

Subject: City Manager's Recommended Budget
Author: Nate Rockwood
Department: Budget, Debt, & Grants
Resources Date: May 16, 2019
Type of Item: Legislative

Summary Recommendation

City Council should hold a public hearing on the Tentative Revised Budget for FY 2019 and Tentative Budget for FY 2020 for Park City Municipal Corporation and its related agencies. City Council should review the Tentative Budget including the recommended 5-year Capital Improvement Plan (CIP) and current debt information.

The City Manager Recommended Budget was presented and adopted by City Council on May 2nd, with the final budget expected to be adopted on June 20. Over the next several weeks staff will present various aspects of the budget to Council. This week staff will provide an overview of the recommended 5-year Capital Improvement Plan for all funds and agencies. Staff will also provide information on the current debt of the City (as requested by Council on May 2nd). Council should provide direction to staff on any recommended changes to the Final Budget or the 5-year CIP.

Background

The City Manager's Recommended Budget is constructed drawing upon Council input and direction received during the Council Retreat, as well as Council input received regarding services and projects during work sessions and study sessions throughout the year.

The timelines and process for the remaining budget hearings are detailed below:

May 16 – Capital Expenditures – Capital Improvement Plan and Debt

May 29 – Continuation of Budget Discussion (if needed)

May 30 – Operating Expenditures and Fee Changes

June 6 – Special Service Contracts, City Fee Resolution, Council Compensation, Budget Policies, Water Fund and Transit Fund Project budget (CIP) and Outstanding Budget Issues

June 20 – 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

5-Year Capital Improvement Plan (CIP)

The capital budget continues to fund high priority projects which meet community goals and objectives. This year's City Managers Recommended Budget continues to have an emphasis on funding affordable housing projects, transportation and transit projects, and all projects meeting the net zero energy goal which has been identified by Council as a critical community priority. The capital plan also includes funding in order to maintain current assets and facilities.

This is the 'off year' in the two-year budget biennium. Coming on the heels of a long capital budget discussion and continued capital talks leading up to the 2018 Treasure Hill open space general obligation ballot initiative, all projects were evaluated in the anticipation of the potential ballot initiative and ability to set a recommended GO bond amount. The current CIP reflects all recommended changes adopted during that capital process. It also includes the GO bond funding approved by voters and open space funding achieved through the de-obligation of planned projects in order to fund the purchase of Treasure Hill.

The CIP committee is not recommending any significant changes to last years' recommended CIP. City Council has indicated a desire to fund several core infrastructure projects which were delayed as part of the Treasure Hill discussions. Staff will continue to make recommendations on these projects, as well as new projects, as funding becomes available over the next 2 to 7 years. This will be done as part of the annual budget process. The Engineering and Community Development staff is also undergoing an internal conditions assessment of city streets in anticipation of recommending a citywide street replacement project prioritization list. The remaining OTIS projects will be included in this citywide prioritization list.

The following table shows a summary of current major projects with proposed funding amounts by community priority and funding source:

Major Capital Projects in 5-Year CIP by Priority and Funding Source				
Thriving Mountain Town				
Project	Proposed Budget	Funding Source	Start Date	End Date
Transportation				
SR 248/US 40 Park and Ride Lot	2,000,000	FTA Grants/Regional Transit	2019	2022
SR 248 Tunnel and BRT	8,700,000	Transit Revenue/Regional Transit	2019	2024
Electric BRT Transit Buses & Charging Stations	5,040,000	FTA Grants/Regional Transit	2018	2021
Bonanza Park Transit Hub - Arts and Culture	2,500,000	Transit Revenue/Regional Transit	2020	2023
Resilient Economy				
Downtown Projects - Walkways	500,000	Additional Resort Sales Tax	Underway	Pending
Downtown Plazas	250,000	Additional Resort Sales Tax	2019	2020
Downtown Plazas - Moved to Treasure Hill Bond	(7,500,000)	Additional Resort Sales Tax		
Downtown Projects - Walkways	1,800,000	Additional Resort Sales Tax	2023	2025
Preserving and Enhancing the Natural Environment				
Project	Proposed Budget	Funding Source	Start Date	End Date
Open Space & Environmental Pollution Mitigation				
Treasure Hill	50,000,000	GO Bond -	2019	2019
	15,200,000	Additional Resort Sales Tax	2019	2019
	1,000,000	Sale of Asset	2019	2019
	700,000	General Fund Transfer	2019	2019
Soil Repository/Soil Mitigation	3,600,000	General Fund Transfer	2020	Pending
Prospector Drain - Regulatory Project	2,302,352	General Fund Transfer	2020	2020
Storm Water Projects	1,300,000	Storm Water Fund	2022	2023
	1,200,000	Additional Resort Sales Tax	2020	Pending
Water Projects				
Water Projects - General Water Infrastructure (see Water Projects)	15,700,000	Water Fund	Underway	Pending
MIW Treatment	94,800,000	Water Fund	2019	2023
Empire Tank Replacement	4,000,000	Water Fund	2019	2023
Rockport Water, Pipeline & Storage	8,000,000	Water Fund	2019	2023
West Neck Tank	4,200,000	Water Fund	2019	2023
Golf Building (MIW Displacement)	5,100,000	Water Fund	2019	2020
QJWTP Treatment & Capacity Upgrades	7,500,000	Water Fund	2019	2023
Inclusive & Healthy Community				
Project	Proposed Budget	Funding Source	Start Date	End Date
Affordable and Attainable Housing				
Central Park	4,500,000	Lower Park RDA (Revolving Funds)	2018	2018
Woodside Phase I	5,300,000	Lower Park RDA (Revolving Funds)	2019	2020
Woodside Phase II	23,000,000	Lower Park RDA (Revolving Funds)	2020	2021
Homestake Housing	18,000,000	Lower Park RDA (Revolving Funds)/ Housing Auth.	2022	2024
Arts & Culture District Housing	22,000,000	Lower Park RDA (Revolving Funds)/ Housing Auth.	2022	2024
Citizen Wellbeing				
Community Center Building in City Park	7,200,000	Lower Park RDA	TBD	TBD
	800,000	General Fund Transfer	TBD	TBD
Arts & Culture				
Arts & Culture District	40,000,000	Transient Room Tax	2021	2024
Core Infrastructure				
Public Works Renovation	3,300,000	General Fund Transfer	2019	2022
Otis (Old Town Improvements Study) Projects	800,000	Additional Resort Sales Tax	Underway	Pending
Artificial Turf Replacement Quinn's	600,000	General Fund Transfer	2023	2023
Park Avenue Reconstruction	4,490,000	Additional Resort Sales Tax	Pending	Pending
	1,500,000	Storm Water Fund	Pending	Pending
All City projects are required to meet the City's adopted net zero requirements, therefore all projects which are funded by the City are aimed at achieving the community critical energy priority				

The CIP committee focused on evaluating and providing adequate funding for ongoing capital replacement projects such as fleet replacement, asset management, equipment replacement and pavement management. The following tables show recommended budget increases and totals for ongoing projects related to the General Fund:

General Fund Transfer - Ongoing Projects						
Project	2019	2020	2021	2022	2023	2024
CP0006 Pavement Management Implementation	513,000	590,000	590,000	630,000	600,000	600,000
CP0150 Ice Facility Capital Replacement	50,000	50,000	50,000	50,000	50,000	50,000
CP0041 Trails Master Plan Implementation	50,000	50,000	50,000	50,000	50,000	50,000
CP0075 Equipment Replacement - Computer	320,600	320,600	320,600	320,600	320,600	320,600
CP0146 Asset Management/Replacement Program	552,709	552,709	552,709	552,709	552,709	552,709
CP0036 Traffic Calming	10,000	10,000	10,000	10,000	10,000	10,000
CP0191 Walkability Maintenance	40,500	40,500	40,500	40,500	40,500	40,500
CP0074 Equipment Replacement - Rolling Stock	945,000	950,000	1,050,000	1,050,000	1,050,000	1,100,000
CP0352 Parks Irrigation System Efficiency Imp	25,000	25,000	25,000	25,000	25,000	25,000
CP0017 ADA Implementation	5,000	5,000	5,000	5,000	5,000	5,000
CP0280 Aquatics Equipment Replacement	15,000	15,000	15,000	15,000	15,000	15,000
CP0332 Library Technology Equipment Replacement	24,387	24,387	24,387	24,387	24,387	24,387
CP0340 Fleet Shop Equipment Replacement	60,000	15,000	15,000	15,000	15,000	15,000
CP0142 Racquet Club Program Equipment Replaceme	65,000	65,000	65,000	65,000	65,000	65,000

Annual Amount of Change to Ongoing Capital Projects		
Ongoing Project	Funding Type	Per Year Increase
CP0005 City Park Improvements	Parks Impact Fees	\$100,000
CP0006 Pavement Management Implementation	CLASS "C" ROAD Funds	\$50,000
CP0150 Ice Facility Capital Replacement	TRANSFER FROM GENERAL FUND	-\$30,000
CP0150 Ice Facility Capital Replacement	COUNTY/SPECIAL DISTRICT CONTRIBUTION	-\$30,000

The Budget Document shows the capital budget in several locations each with progressively more detail ([budget documents posted online](#)).

- Volume I, *Budget Overview* (Vol. I, pg. 24 – 28) contain tables showing the total projects being funded from the GF transfer, new projects recommended in the 5-year CIP and projects not recommended.
- Volume I, *Expenditure Section* (Vol. I, pg. 59 – 73) expands upon these tables also showing the ongoing projects (capital maintenance) transferred from the GF, Total Water Fund Projects and short project updates
- Volume II, *Capital Improvement Section* (Vol. II, pg. 289 – 402), shows the detailed list of capital improvement projects by project number, priority, funding type and includes a project description.
- Volume II also contains the total project summary sheet (Vol. II, pg. 399 - 402) detailing project ranking and divides projects by funding source flexibility (General Fund – most flexible projects funded through the transfer from the GF; Flexible – Flexible funds within a specific enterprise fund or funds restricted to a certain activity (E.g. Water Service Fees can be used for any improvement project related to the Water System but cannot be used for streets projects, city parks, etc.); Inflexible Funds – funds which must go towards a specific project, such as a project specified by a grant or bond).

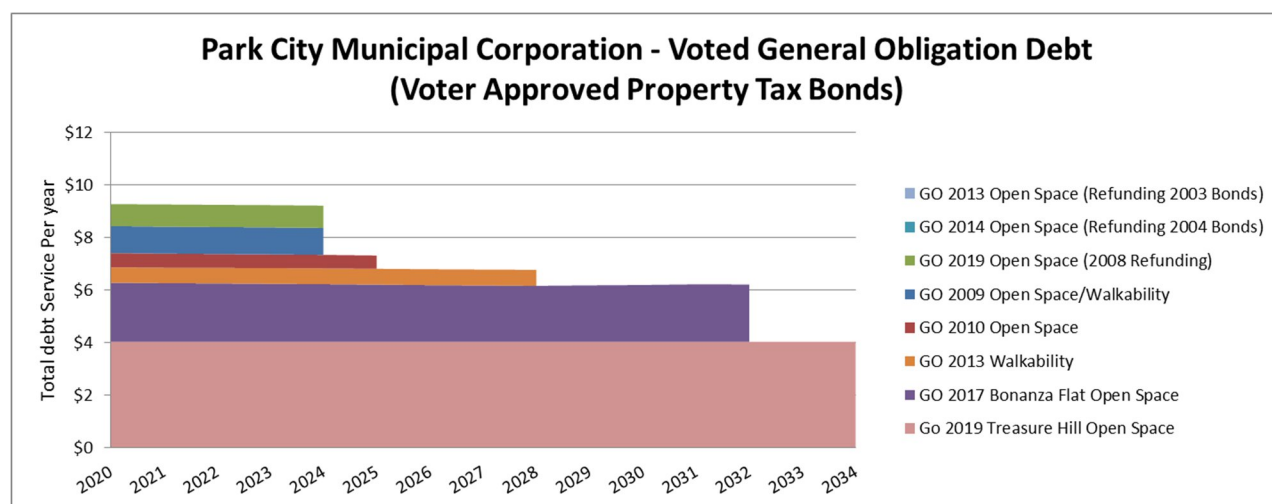
Budget staff will review the recommended capital plan with City Council during the

budget hearings. Project managers will be available to answer additional questions related to project budgets and potential timelines. Budget staff will return on June 6 with an updated list of projects planned in the Water Fund and Transportation Fund.

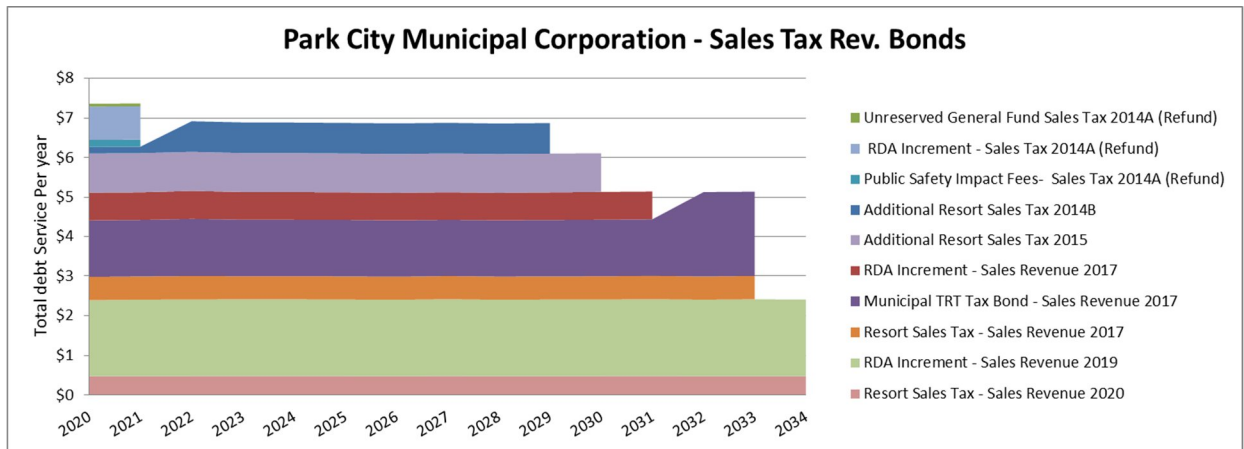
Debt

During the May 2 budget hearing, City Council asked staff to provide more detail on the current City debt. The City currently has three primary types of municipal debt:

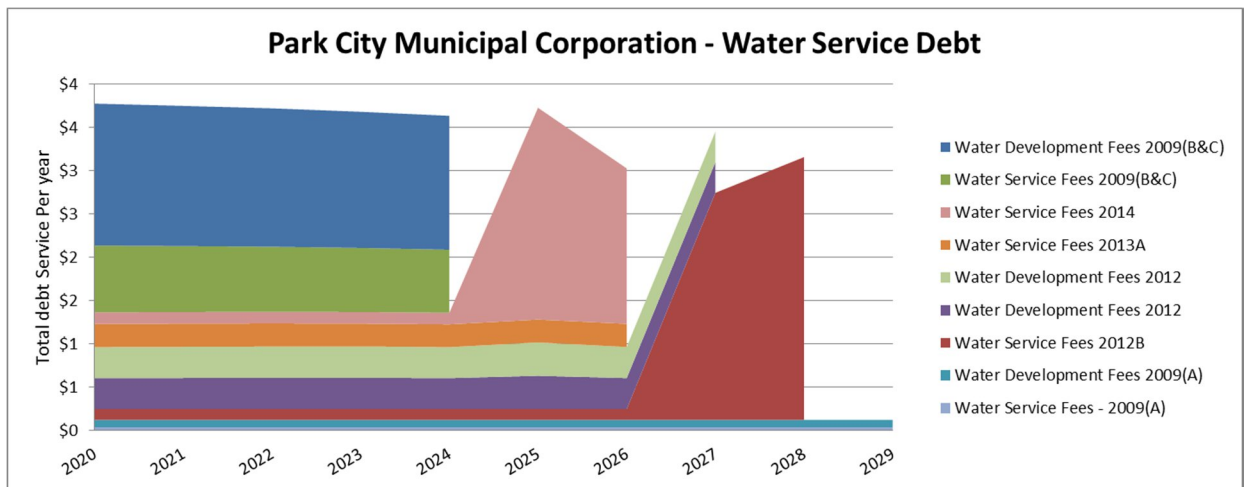
General Obligation Bonds – These are voter approved bonds for specific projects such as open space and walkability projects. These bonds are issued for no more than 15 years and the annual principal, interest and issuance costs (Debt Service) are covered by a property tax levy, set each year to generate the required annual payment amount. After the debt is retired, the required property tax levy ends and the overall property tax rates are reduced accordingly. GO bonds are the most secure bonds. The City rates have recently been around a true interest cost (TIC) of 2.45% with a rate of Aaa from Moody's and AA+ from both S&P and Fitch. The following chart details the current GO bonds outstanding from the City over the life of the bonds:



Sales Revenue Bonds – These bonds are issued for projects approved by City Council in the budget process. The debt service is repaid by specific sales tax revenue received by the City and dedicated to capital projects. The City does not issue sales revenue bonds against sales revenue dedicated to the operation of the City in the General Fund or Transportation Fund. The City has used 3 primary sales tax revenues to issue bonds for specific projects. These funding sources include the Additional Resort Communities Sales Tax, Municipal Transient Room Tax and funding from an interlocal agreement pledge from the RDAs. The following chart details the current Sales Tax Revenue bonds outstanding from the City by source:



Water Revenue Bonds – These bonds are issued for projects approved by City Council for the development of infrastructure for the delivery of culinary water and water treatment related requirements. The debt service is repaid by water impact fees and water service fees revenue. The City follows debt ratios to maintain proper operating cost coverage, days cash on hand and sufficient water rates to maintain adequate repayment of the bonds. The following chart details the current Water Revenue bonds outstanding from the Water Fund:



Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-06, an Ordinance Approving Land Management Code Amendments regarding Section 15-13 Design Guidelines for Historic Districts and Historic Sites and 15-15 Definitions (A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Design Guidelines Staff Report and Ordinance](#)



City Council Staff Report

Subject: Revisions to the Design Guidelines for Historic Districts and Historic Sites
Author: Hannah Tyler, AICP, Senior Planner
Department: Planning Department
Date: May 16, 2019
Type of Item: Legislative—Land Management Code Amendment

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the proposed administrative and substantive amendments to the Land Management Code (LMC) regarding LMC Section 15-13 Design Guidelines for Historic Districts and Historic Sites and Title 15 Chapter 15 Definitions.

Description

Project Name: Design Guideline revisions
Location: Historic Zoning Districts: Historic Residential-Low Density (HRL), Historic Residential (HR-1), Historic Residential (HR-2), Historic Residential Medium District (HRM), Historic Recreation Commercial (HRC), Historic Commercial Business (HCB) Districts; as well as sites located outside the H-Districts that are designated as Historic on the City's Historic Sites Inventory (HSI).
Proposal: Revisions to the Land Management Code clarifying and revising the Design Guidelines to better preserve the Historic character, mass and scale, and Historic integrity of Old Town and Historic Sites.
Reason for Review: LMC Amendments require Planning Commission review and City Council review and action.

Executive Summary

The existing [*Design Guidelines for Historic Districts and Historic Sites*](#) were adopted in 2009. In 2015 and 2016, the City Council and Historic Preservation Board (HPB) gave staff direction to begin the process of amending the existing Design Guidelines. Staff has made two major changes to the Design Guidelines through these amendments: (1) staff has reorganized the Guidelines into four sections dedicated to Historic Residential, Historic Commercial, New Infill Residential, and New Infill Commercial; and (2) staff also sought to increase clarity and consistency within the Design Guidelines. **The intent of the Design Guidelines has not been substantially changed.**

Background

More background information was provided in the December 12, 2018 Planning Commission [staff report](#) (starting page 102). The Park City Planning Commission reviewed the LMC revisions on December 12, 2018. They made minor suggestions and amendments that are reflected in the attached redlines. The Planning Commission

unanimously forwarded a positive recommendation to City Council for the LMC changes with a five-to-zero vote; the Planning Commission Chair does not vote. [See [Planning Commission Report](#) (starting page 395) and [Minutes](#) (starting page 10).]

City Council reviewed the proposed changes on January 15, 2019 ([Staff Report](#) and [Minutes](#), page 9) and May 2, 2019 ([Staff Report](#)).

Analysis

At the May 2, 2019 City Council Meeting, City Council requested that staff return with the following additional information:

The Design Guideline Policy is defined and derived from the General Plan and Council Priorities:

- The Land Management Code implements the General Plan by defining what uses are allowed and where they can be located. Examples are the location of a Building on a lot (setbacks); Building or Floor Area Size; and Building Height. Parking requirements also are managed by the Land Management Code.

The Design Guidelines are a part of the Land Managements Code; they are adopted in Ordinance Form by City Council after recommendations from the Historic Preservation Board and Planning Commission. They define the “how” to carry out the General Plan and Council Priorities in the Historic Districts. Examples are Historic Integrity, neighborhood Compatibility by managing ranges of materials, window and door options other “design” type issues.

The Supplemental Guidelines are technical supplements which provide recommendations and information for application of materials to properties or other relevant information.

Design Guideline or Standard:

- Staff recommends keeping the term Design Guideline . As a reminder, the Design Guidelines are incorporated in Section 15-13-2 of the Land Management Code. Enforcement will be consistent with other sections of the Land Management Code.

Should or Shall (or both):

- **Shall** is used when an action will result in a reduction of Historical Integrity of the Historic District or a Landmark Structure. Shall is also used when an action would affect neighbors.
- **Should** is used when there are options that can protect the Historic District integrity and not affect neighbors.

List of Policies that will come back to Council at a future date:

- **Parking, Curb-cuts, and Driveways in Old Town.** Staff will return to City Council with a holistic view at driveway paving, curb-cuts, and other Parking related details for the Historic Districts.
- **Cool Roofs.** Staff will return to City Council with a larger discussion on Cool Roofs on a City-wide scale.

Additional Amendments/revisions to the Design Guidelines:

- Staff has made the additional revisions to the Design Guidelines in Exhibit 1. You will notice page numbers and line numbers which will hopefully make it easier to reference specific Design Guidelines. The latest revisions have been included as **blue-lines**. Examples of the types of edits include:
 - o Reconciliation of inconsistent use of terms
 - o Removal of some Design Guidelines due to unnecessary repetition
 - o Rewording due to loss of text after multiple edits
 - o Staff also capitalized all defined terms of the LMC. This is not reflected in blue-lines, but you will note additional capitalization throughout the document.

Process

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

Notice

On Saturday, December 1, 2018 a legal notice was published in the Park Record and placed on the City's website as well as on the Utah Public Notice website. On April 18, 2019, a mailing notice was sent to all Property Owners within all Historic District Zones.

Public Input

Public input has been included as Exhibit 3.

Alternatives

- The City Council may approve Amendments related to LMC Section 15-13 Design Guidelines for Historic Districts and Historic Sites and Title 15 Chapter 15 Definitions; or
- The City Council may deny these Amendments; or
- The City Council may continue the public hearing and discussion to a date certain.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of Not Taking Recommended Action

The Land Management Code would not reflect the changes made by the Historic Preservation Board and Planning Commission.

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the proposed administrative and substantive amendments to the Land Management Code (LMC) regarding LMC Section 15-13 Design Guidelines for Historic Districts and Historic Sites and Title 15 Chapter 15 Definitions.

Exhibits

Exhibit 1 – Draft Ordinance and Design Guideline Revisions (green and red fonts represent revisions)

Exhibit 2 – Supplemental Design Guidelines (green and red fonts represent revisions)

Exhibit 3 – Public Input

Exhibit 1 – Draft Ordinance and Design Guideline Revisions

Ordinance 2019-06

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING CHAPTERS 15-13 TO AMEND THE DESIGN GUIDELINES FOR HISTORIC DISTRICTS AND HISTORIC SITES and 15-15 DEFINITIONS

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 proposed Land Management Code (LMC) amendments enhance the design standards to maintain aesthetic experience of Park City; and

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

WHEREAS, the City Council finds that the proposed changes to the Land Management Code are necessary to supplement existing zoning regulations to protect Historic Structures and the economic investment by owners of similarly situated property
(currently Historic);

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, the Demolition and significant alteration of Historic Buildings would permanently alter the character of a neighborhood, community and City;

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meetings on December 12, 2018 and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on January 15, 2019, May 2, 2019, May 16, 2019; 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 values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, activity and success of the ski resort base area; to ensure Compatible development; and to preserve the community's unique character.

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

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-13 Design Guidelines for Historic Districts and Historic Sites. The recitals above are incorporated herein as findings of fact. Chapters 15-13 of the Land Management Code of Park City are hereby amended as redlined in Exhibit A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-15 Definitions. The recitals above are incorporated herein as findings of fact. Chapters 15-15 of the Land Management Code of Park City are hereby amended as redlined in Exhibit B.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 16th day of May, 2019

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibits

Exhibit A – LMC § 15-13 Design Guidelines for Historic Districts and Historic Sites

Exhibit B – LMC § 15-15 Definitions

Exhibit A- Redlined Design Guidelines

15-13-1 Purpose And Policy

The Design Guidelines for Park City's Historic Districts and Historic Sites (referred to throughout the document as the "Design Guidelines") is intended to fulfill the policy directives provided in the General Plan and the Land Management Code.

The goal of the Design Guidelines is to meet the needs of various interests in the community by providing guidance in determining the suitability and architectural Compatibility of proposed projects, while at the same time allowing for reasonable changes to individual Buildings to meet current needs. For Property Owner s, design professionals, and contractors, it provides guidance in planning projects sympathetic to the unique architectural and cultural qualities of Park City. For the Planning Department staff and the Historic Preservation Board, it offers a framework for evaluating proposed projects to ensure that decisions are not arbitrary or based on personal taste. Finally, it affords residents the benefit of knowing what to expect when a project is proposed in their neighborhood.

The Design Guidelines are not intended to be used as a technical manual for rehabilitating or Building a Structure, nor are they an instruction booklet for completing the Historic District/Site Design Review Application. Instead, they provide applicants, staff, and the Historic Preservation Board with a foundation for making decisions and a framework for ensuring consistent procedures and fair deliberations.

HISTORY

Adopted by Ord. 2017-42 on 8/3/2017

15-13-2 Design Guidelines For ~~Historic Districts And Historic Sites~~ Historic Residential Sites

~~*The Design Guidelines for Historic Districts and Historic Sites are hereby adopted and incorporated herein.*~~

A. Universal Design Guidelines

1. A Site should be used as it was historically or be given a new use that requires minimal change to the distinctive materials and features.
2. Changes to a Site or Building that have acquired Historic Significance in their own right should be retained and preserved.
3. The Historic exterior features of a Building should be retained and preserved.
4. Distinctive materials, components, finishes, and examples of craftsmanship should be retained and preserved. Owners are encouraged to reproduce missing Historic elements that were original to the Building, but have been removed. Physical or photographic evidence should be used to substantiate the reproduction of missing features. In some cases, where there is insufficient evidence to allow for an accurate Reconstruction of the lost Historic elements, it may be appropriate to reproduce

missing Historic elements that are consistent with properties of similar design, age, and detailing.

5. Deteriorated or damaged Historic features and elements should be repaired rather than replaced. Where the severity of deterioration or existence of structural or material defects requires replacement, the feature or element should match the original in design, dimension, texture, material, and finish. The applicant must demonstrate the severity of deterioration or existence of defects by showing that the Historic Materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. If deteriorated or damaged beyond repair and significant operational energy savings can be demonstrated through a professionally calculated energy model, Historic features may be replaced with energy efficient features that are similar in design, dimension, texture, material and finish.

6. Features that do not contribute to the Significance of the Site or Building and exist prior to the adoption of these guidelines, such as incompatible windows, aluminum soffits, or iron porch supports or railings, may be maintained; however, if it is proposed they be changed, those features must be brought into compliance with these guidelines.

7. Each Site should be recognized as a physical record of its time, place and use. Owners are discouraged from introducing architectural elements or details that visually modify or alter the original Building design when no evidence of such elements or details exists.

8. Chemical or physical treatments, if appropriate, should be undertaken using recognized preservation methods. Treatments that cause damage to Historic Materials should not be used. Treatments that sustain and protect, but do not alter appearance, are encouraged.

9. New construction—such as new additions, exterior alterations, ~~or related new construction repairs, up~~Grades, etc.—should not destroy Historic Materials, features, and spatial relationships that characterize the Historic Site or Historic Building. New construction should be differentiated from the Historic Structure while also maintaining Compatibility with the Historic Structure in materials, features, size, scale and proportion, and massing to protect the integrity of the Historic Structure, the Historic Site, and its environment.

10. New additions and related new construction should be undertaken in such a manner that, if removed in the future, the essential form and integrity of the Historic property and its environment could be restored.

B. Specific Design Guidelines

1. Site Design

a. Building Setbacks & Orientation

- (1) ~~A.1.1~~ Maintain the existing front and Side Yard setbacks of Historic Sites.
- (2) ~~A.1.2~~ Preserve the original location of the main entry of the Historic Structure, if extant.
- (3) ~~A.1.3 Maintain the original path or steps leading to the main entry, if extant.~~

b. Topography & Grading

- (1) ~~A.5.8~~ Maintain the natural topography and original grading of the Site when and where feasible.
 - (2) ~~A.5.3~~ The Historic character of the Site should not be significantly altered by substantially changing the proportion of built and/or paved area to Open Space , and vice versa.
 - (3) ~~A.5.1~~ Respect and maintain existing landscape features that contribute to the Historic character of the Site and existing landscape features that provide sustainability benefits.
 - (4) Maintain established on-Site native plantings. During construction, protect established vegetation to avoid damage. Replace damaged, aged, or diseased trees as necessary. Vegetation that may encroach upon or damage the Historic Structure may be removed, but should be replaced with native vegetation away from the Historic Building or Structure.
- ~~A.5.2 Incorporate landscape treatments for driveways, walkways, paths, Building and accessory Structures in a comprehensive, complimentary and integrated design.~~
- ~~A.5.5 Landscape plans should allow for snow storage from driveways.~~
- ~~A.5.7 Provide landscaped separations between Parking Areas, drives, service areas, and public use areas including walkways, plazas, and vehicular access points.~~

c. Landscaping and Vegetation

- (1) ~~A.5.3~~ The ~~Historic~~ character of ~~the~~ a Historic Site ~~should~~ shall not be significantly altered by substantially changing the proportion of built and/or paved area to Open Space .
- (2) ~~A.5.1~~ Maintain Existing landscape features that contribute to the character of ~~the~~ a Historic Site and/or existing landscape features that provide environmental sustainability benefits shall be preserved and maintained.
- (3) Established on-Site native plantings shall be maintained. During construction, established vegetation shall be protected to avoid damage. Damaged, aged, or diseased trees shall be replaced as necessary. Vegetation that may encroach upon or damage a new Building may be removed, but shall be replaced with similar vegetation near the original location.

(4) A detailed landscape plan, particularly for areas viewable from the primary public Right-of-Way, which respects the manner and materials traditionally used in the Historic Districts, shall be provided. When planning for the long-term sustainability of a landscape system, all landscape relationships on the site, including those between plantings and between the Site and its Structure(s) shall be considered.

A.5.4 Landscape plans ~~should~~ shall balance water-efficient irrigation methods, and drought-tolerant plants, and native plants ~~materials~~ with existing plant materials and Site features that contribute to the Historic character Significance of the site. Where irrigation is necessary, systems that minimize water loss, such as drip irrigation, shall be used.

(6) Use to advantage storm water management features such as gutters, downspouts, Site topography, and vegetation that can improve the environmental sustainability of a site.

(7) The use of Water Wise Landscaping or permaculture strategies for landscape design shall be considered in order to maximize water efficiency. Where watering systems are necessary, systems that minimize water loss, such as drip irrigation, shall be used. These systems shall be designed to minimize their appearance from areas viewable from the primary public Right-of-Way.

(8) Along public rights of way, landscaped areas, Street trees, and seasonal plantings shall be designed to enhance the pedestrian experience, complement architectural features, mitigate against Urban Heat Island effect, and/or Screen utility areas.

(9) Installing plantings in areas like medians, divider strips, and traffic islands shall be considered.

(10) Commercial properties typically have no setbacks along the principal façade. However, when Front Yard setbacks exist, landscaped areas (including patios) shall be of a small scale and design such that they do not disrupt the normal volume and flow of pedestrian traffic along the Street.

(11) A.5.6 Provide a detailed landscape plan that respects, particularly for areas visible from adjacent public rights-of-way the Front Yard, that respects the manner and materials historically used ~~traditionally~~ in the Historic Districts. When planning for the long-term sustainability of a landscape system, consider all landscape relationships on the site, the relationship between the Site and its Structure(s), as well as the relationship between plants and other plants on site. See LMC§ 15-5-5(N) for Water Wise Landscaping review criteria.

(12) A.5.4 Landscape plans should balance water efficient irrigation methods and Water Wise Landscaping with existing plant materials and Site features that contribute to the Historic Significance of the site.

(13) Use to advantage storm water management features, such as gutters and downspouts as well as Site topography and vegetation, that contribute to water retention and permeability of the Historic Site.

(14) Where watering systems are necessary, use systems that minimize water loss, such as drip irrigation. Consider the use of Water Wise Landscaping or permaculture strategies for landscape design to maximize water efficiency and soil productivity; these systems should be designed to maintain the Historic character of areas viewable from adjacent public rights-of-way.

d. Retaining Walls

(1) Historic retaining walls shall be preserved to the greatest extent possible.

(2) A.2.1 Maintain the Historic height and Setback of retaining walls along the Street. Historic stone retaining walls in their original locations. Retaining walls of stone, concrete, or rock-faced concrete block that are original to the Historic Site should be preserved and maintained in their original dimensions.

A.2.2 Maintain the original dimensions of Historic retaining walls.

(3) Removing portions of Historic retaining walls for new driveways and pathways should be avoided to the greatest extent possible, but where it must occur, visual impact should be minimized.

(4) Historic retaining walls should be repaired with materials that closely approximate the original. Replace only those portions of Historic retaining walls that have deteriorated beyond repair. When repair of deteriorated retaining walls is not feasible, the replacement must reuse the existing stone to the greatest extent possible, and otherwise match the original in color, shape, size, material, and design.

(5) To abate retaining wall failure, improve drainage behind retaining walls so water drains away from the walls. Repair and preserve Historic stone and mortar.

(6) New retaining walls should be consistent with Historic retaining walls in design, material, scale of materials, as well as size and mass of the wall. Simple board-formed concrete, stone, and other Historic Materials are recommended over concrete block, asphalt, or other modern concrete treatments.

(7) Non-extant Historic retaining walls of concrete or stone specific to the Historic Site may be reconstructed based on physical or pictorial evidence. Historically appropriate concrete or stone walls, if consistent with the Historic character of the district, may be added to the area of a Historic Site viewable from adjacent public rights-of-way.

- (8) Maintain stone in its natural finish. It is not appropriate to paint, stain, or plaster over stone or concrete.

e. Fencing

- (1) ~~A.3.1 Maintain Historic fences and handrails~~ fencing should be preserved and maintained.
- (2) ~~A.3.2 Historic fences and handrails~~ fencing may be reconstructed based on photographic evidence. The Reconstruction should match the original in design, color, texture and material.
- (3) ~~A.3.3 New fences and handrails~~ fencing should reflect the Building's style and period. New wood and metal fencing located where viewable from adjacent public rights-of-way should feature traditional design and pattern. Split or horizontal rail, railroad tie, or timber fencing may be located where not viewable from adjacent public rights-of-way, but should be avoided where visible from the primary public Right-of-Way. Vinyl or plastic-coated fencing is not appropriate.
- (4) New fencing should be designed to minimize its environmental impacts. New fencing should use green material and should take into account Site impacts such as shading, natural topography, and drainage.
- (5) Drought tolerant shrubs should be considered in place of fencing or walls.
- (6) Arbors emphasizing a fence gate or entry shall be subordinate to the associated Historic Building or Structure and shall complement the design of the Historic Structure and fencing in materials, features, size, scale, and proportion, as well as massing to protect the integrity of the Historic Site.

f. Gazebos, Pergolas, and Other Shade Structures

- (1) Gazebos, pergolas, and other shade Structures should be visually subordinate to the associated Historic Building(s) and should complement the design of the Historic Structure(s) in materials, features, size, scale and proportion, and massing to protect the integrity of the Historic Structure and site.
- (2) The installation of gazebos, pergolas, and other shade Structures shall be limited to rear or Side Yard s and have limited visibility when viewed from adjacent public rights-of-way.
- (3) A.5.2. Gazebos, pergolas, and other shade Structures shall not be attached to the associated Historic Structure(s), or damage Historic features of associated or neighboring Historic Structure(s).

g. Parking Areas & Driveways

- (1) ~~A.5.2 Minimize the visual impacts of on-Site Parking by~~ incorporateing landscape treatments for driveways, walkways, paths, Building(s) and accessory Structures in a comprehensive, complimentary and integrated design.

- (2) ~~A.5.7~~ Provide landscaped separations between Parking Areas, drives, service areas, and public use areas including walkways, plazas, and vehicular access points.
- (3) ~~C.1.3~~ When locating new Off-Street Parking Areas, the existing topography of the **Building** Site and **significant integral** Site features should be minimally impacted.
- (4) ~~C.1.1~~ Off-Street Parking Areas should be located within the Rear Yard and beyond the rear wall plane of the primary Structure. ~~C.1.2~~ If locating a Parking Area in the Rear Yard is not physically possible, the Off-Street Parking Area and associated vehicles should be visually buffered from adjacent properties and the primary public Right-of-Way . Consider providing a driveway along the Side Yard of the property where feasible.
- (5) ~~C.2.1~~ When locating driveways, the existing topography of the Building Site and Significant Site features should be minimally impacted.
- (6) ~~C.2.2~~ New driveways should not exceed twelve (12) feet in width.
- (7) ~~C.2.3~~ Shared driveways should be used when feasible.
- (8) Consider using textured and pour paving materials other than smooth concrete for driveways viewable from the adjacent public rights-of-way. Permeable paving should be used on a Historic Site, where appropriate, to manage storm water. Permeable paving may not be appropriate for all driveways and Parking Areas.
- (9) Consider avoiding paving up to the Building foundation to reduce heat island effect, Building temperature, damage to the foundation, and storm-water runoff problems.
- (10) ~~A.5.5 Landscape plans should allow for~~ Snow storage from driveways should be provided on site.

h. Paths, Steps, Handrails, & Railings (Not Associated with Porches)

- (1) ~~A.1.3 Maintain~~ The original path or steps leading to the main entry, if extant, should be preserved and maintained.
- (2) ~~A.4.1 Maintain~~ Historic hillside steps that ~~may be~~ are an integral part of the landscape should be preserved and maintained.
- (3) New hillside steps should be visually subordinate to the associated Historic Building or Structure in materials, size, scale and proportion, as well as massing and shall complement the Historic Structure in materials, size, scale, and proportion, and massing to protect the integrity of the Historic Site. For longer-run stairs, consider changes in material to break up the mass of the stairs.
- (4) Historic handrails should be preserved and maintained. Historic handrails may be reconstructed based on photographic evidence; the

Reconstruction should match the original in size, design, color, texture, and material.

- (5) New handrails and railings shall complement the Historic Structure in materials, size, scale and proportions, massing and design to protect the integrity of the Historic Structure and site.

2. Primary Structures

a. Exterior Walls

- (1.) ~~B.2.1~~ Primary and secondary Façade components, such as window/door configuration, wall planes, recesses, bays, balconies, steps, porches, and entryways ~~should~~ shall be maintained in their original location on the façade.
- (2.) ~~B.2.2~~ Preserve and maintain Historic exterior materials including wood siding (drop siding, clapboard, board and batten), frieze boards, cornices, moldings, shingles, etc., as well as stone and masonry. Repair deteriorated or damaged ~~Facade-Historic exterior~~ materials using recognized preservation methods appropriate to the specific material.
- (3.) ~~B.2.3~~ If When disassembly of a Historic element—window, molding, bracket, etc.--is necessary for its Restoration , recognized preservation procedures and methods for removal, documentation, repair, and reassembly ~~should~~ shall be used.
- (4.) ~~B.2.4~~ If When Historic exterior materials cannot be repaired, they ~~should~~ shall be replaced with materials that match the ~~original Historic~~ in all respects: scale, dimension, ~~texture~~, profile, material, ~~texture~~, and finish. The replacement of existing Historic Material ~~should be~~ is allowed only ~~after the applicant can show~~ when it can be shown that the Historic Materials ~~are~~ is no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition.
- (5.) ~~B.2.5~~ Substitute materials such as fiber cement or plastic-wood composite siding, shingles, and trim boards ~~should~~ shall not be used unless they are made of a minimum of 50% recycled and/or reclaimed materials. In addition, the applicant must show that the physical properties of the substitute material— expansion/contraction rates, chemical composition, stability of color and texture, ~~and the~~ compressive or tensile strength— have been proven to not ~~to~~ damage or cause the deterioration of adjacent Historic Materials.
- (6.) ~~B.2.6~~ Substitute materials ~~should~~ shall not be used on a primary or secondary Façade unless the applicant can show that Historic Materials cannot be used, or if new materials that are similar in design, dimension, texture, material and finish can be shown to result in significant (>30 percent) energy efficiency gains, and the applicant demonstrates that the substitute material will not cause damage to adjacent Historic Materials or

1 detract from the Historic integrity of the Structure (as stated in B.2.4 and
2 B.2.5).

3 (7.) Vinyl and aluminum siding are not appropriate in the Historic Districts.
4 The application of synthetic or substitute materials, such as vinyl or
5 aluminum, over original wood siding may cause, conceal, or accelerate
6 structural damage and is not appropriate. Removal of synthetic siding
7 (aluminum, asbestos, Brick-TeX, and vinyl) that has been added to a
8 Structure, followed by Restoration of Historic wood siding (or other
9 underlying Historic Material) is highly encouraged.

10 (8.) ~~B.2.7~~ Avoid interior changes that affect the exterior appearance of primary
11 and secondary facades, including changing ~~original Historic~~ floor levels,
12 changing ~~upper Story~~ windows to doors or doors to widows, and changing
13 porch roofs to balconies or Deck s. Insulation may be added to increase
14 the energy efficiency of the Structure; however, this should be
15 accommodated within the wall system and shall not impact the exterior
16 dimensions of the Structure.

17 **b. Foundation**

18 (1.) ~~B.3.2~~ The ~~original Historic~~ placement, orientation, and Grade of ~~the a~~
19 Historic Building ~~should shall~~ be retained, as shall the original Grade of the
20 property where feasible.

21 (2.) ~~B.3.1~~ A new foundation ~~should shall~~ not raise or lower ~~the a~~ Historic
22 Structure generally more than two (2) feet from its original floor elevation.
23 ~~See D.4 for exceptions.~~

24 (3.) ~~B.3.3~~ A Historic Site shall be returned to original Grade following
25 construction of a foundation. When original Grade cannot be achieved, no
26 more than two (2) feet of the new foundation shall be visible above final.

27 (4.) Re-Grade the Site so that all water drains away from the Structure and
28 does not enter the foundation.

29 (5.) A plinth, or trim board at the base of the Historic Structure, shall be added
30 to visually anchor the Historic Structure to the new foundation.

31 (6.) Any re-grading of the Site shall blend with Grade of adjacent sites and
32 shall not create the need for incompatible retaining walls.

33 (7.) The form, material, and detailing of a new foundation shall be similar to
34 the Historic foundation (when extant) or similar to foundations of nearby
35 Historic Structures.

36 (8.) Historic foundations shall not be concealed with masonry block, plywood
37 panels, corrugated metal, or wood shingles. Masonry foundations shall be
38 cleaned, repaired, or re-pointed according to masonry guidelines. The
39 replacement of existing Historic Material is allowed only when it can be
40 shown that the Historic Material is no longer safe and/or serviceable and
41 cannot be repaired to a safe and/or serviceable condition.

1 **c. Doors**

- 2 (1.)~~B.4.1~~ Maintain and preserve Historic door openings, doors, ~~and~~ door
3 surrounds, and decorative door features.
- 4 (2.)Restore Historic door openings that are significant to the period of
5 Restoration . On primary facades, in particular, consider reconstructing,
6 based on physical or documentary evidence, Historic doorways that no
7 longer exist.
- 8 (3.)Avoid changing the position, proportions, or dimensions of Historic door
9 openings. It is not appropriate to create additional openings or remove
10 Historic openings on primary or secondary facades that are visible from
11 the primary public Right-of-Way .
- 12 (4.)~~B.4.2 New doors should~~ Replacement doors shall be allowed only if when
13 ~~the Historic door cannot be repaired~~ it can be shown that the Historic
14 doors are no longer safe and/or serviceable and cannot be repaired to a
15 safe and/or serviceable condition. Replacement doors ~~should~~ shall exactly
16 match the Historic door in size, material, profile, and style.
- 17 (5.)When no physical or documentary evidence of original doors exists,
18 replacement doors typically shall be of wood, with or without glazing, and
19 shall complement the style of the Historic Structure. When replacing non-
20 Historic doors, use designs similar to those that were found historically in
21 Park City. Paneled doors were typical and many had a vertical pane of
22 glass. Scalloped, Dutch, and colonial doors, as well as door sidelights are
23 not appropriate on most primary and secondary façades.
- 24 (6.)~~B.4.3~~ Storm doors and/or screen doors typical of the Mining Era should
25 may not be used on primary or secondary facades ~~unless when~~ the
26 applicant can show that they will not diminish ~~the integrity or Significance~~
27 Historic character of the Building.
- 28 (7.)New door openings may be considered on secondary facades. A new
29 opening shall be similar in location, size, and type to those seen on the
30 Historic Structure.
- 31 (8.)When a Historic door opening is no longer functional on a primary façade,
32 the door shall be retained and, if necessary, blocked on the interior side
33 only. The door shall appear to be functional from the exterior.

34 **d. Windows**

- 35 (1.)~~B.5.1~~ Maintain and preserve Historic window openings, windows, ~~and~~
36 window surrounds, and decorative window features.
- 37 (2.)Restore Historic window openings that have been altered or lost over time.
38 On primary facades, in particular, consider reconstructing, based on
39 physical or documentary evidence, Historic window openings that no
40 longer exist.

- (3.)Avoid changing the position, proportions, or dimensions of Historic window openings. It is not appropriate to create additional openings or remove existing Historic openings on primary or secondary facades that are visible from the primary Right-of-Way .
- (4.)Maintain the Historic ratio of window openings to solid wall.
- (5.)B.5.2. When Historic windows are present, replacement windows ~~should~~ shall be allowed only if when it can be shown that the Historic windows are no longer safe, energy efficient and serviceable and the Historic windows cannot be made safe, energy efficient and serviceable through repair. Replacement windows ~~should~~ shall exactly-match the Historic window in size, dimensions, glazing pattern, depth, profile, and material.
- (6.)Maintain the original number of glass panes in a Historic window. Replacing multiple panes with a single pane is not appropriate. Snap-in muntins or muntins between two sheets of glass are inappropriate as these simulated dividers lack depth and fail to show the effect of true divided glass panes.
- (7.)Replacing an operable window with a fixed window is inappropriate.
- (8.)New window openings may be considered on secondary facades but only when placed beyond the midpoint. New window openings shall be similar in location, size, scale, type, and glazing pattern to those seen on the Historic Structure.
- (9.)When no physical or documentary evidence of original windows exists, replacement windows typically shall be of wood and shall complement the style of the Historic Structure. When replacing non-Historic windows, use designs similar to those that were found historically in Park City. Aluminum-clad wood windows are appropriate on non-Historic additions or foundation level windows. Vinyl and aluminum windows are inappropriate.
- (10.) New glazing shall match the visual appearance of Historic glazing and/or be clear. Metallic, frosted, tinted, stained, textured and reflective finishes are generally inappropriate for glazing on the Front Façade of the Historic Structure.
- (11.) It is generally inappropriate to modify windows on the Front Façade to accommodate interior changes. When a window opening is no longer functional on a primary or secondary Façade visible from the Right-of-Way , the glazing shall be retained and the window opening shall be Screened or shuttered on the interior side. The window shall appear to be functional from the exterior.
- (12.) B.5.3 Storm windows ~~should~~ shall be installed on the interior- of the window; if interior installation is not infeasible, the materials, style, and dimensions of exterior wood storm windows dimensions should shall match the way storm windows would have been constructed at the time of the Building's construction or complement the Historic window dimensions

1 in order to ~~conceal their presence~~ minimize their visual impact. Exterior
2 storm windows should shall be set within the window opening and attach
3 to the exterior sash stop.

4 **e. Gutters and Downspouts**

- 5 (1.) ~~B.1.3~~ Avoid removing or obstructing a Historic Building's elements and
6 materials when installing gutters and downspouts
- 7 (2.) When new gutters are needed, the most appropriate design for hanging
8 gutters is half round. Downspouts shall be located away from architectural
9 features and shall be visually minimized when viewed from the Right-of-Way .
- 10 (3.) Water from gutters and downspouts shall drain away from the Historic
11 Structure.

12 **f. Chimneys and Stovepipes**

- 13 (4.) Maintain and preserve Historic chimneys and their decorative features as
14 they are important character-defining features of Historic Structures.
- 15 (5.) Historic stovepipes shall be maintained and repaired when possible. When
16 partial or full replacement is required, and new materials shall have a
17 matte, non-metallic finish.
- 18 (6.) Repairs to chimneys shall be made so as to retain Historic Materials and
19 design. The replacement of existing Historic Material is allowed only when
20 it can be shown that the Historic Material is no longer safe and/or
21 serviceable and cannot be repaired to a safe and/or serviceable condition.
22 Ornamental features such as corbelling and brick patterning shall be
23 repaired and preserved.
- 24 (7.) Chimneys shall not be covered with non-Historic Materials.
- 25 (8.) New chimneys and stove pipes shall be of a size, scale, and design that
26 are appropriate to the character and style of the Historic Structure. New
27 chimneys and stovepipes shall be visually minimized when viewed from
28 adjacent public rights-of-way and shall be appropriate to the character and
29 style of the Historic Structure.

30 **g. Porches**

- 31 (1.) Preserve and maintain a Historic porch by preserving the existing location,
32 form, proportion, details, posts, railing, and stairs.
- 33 (2.) Repair deteriorated Historic elements of the porch. Replacement porch
34 elements are allowed only when it can be shown that the Historic
35 elements are no longer safe and/or serviceable and cannot be repaired to
36 a safe and/or serviceable condition. Replacement elements shall exactly
37 match the Historic elements in size, dimensions, form, profile, and
38 material.
- 39 (3.) Substitute Decking materials such as fiber cement or plastic-wood
40 composite floor boards shall not be used unless they are made of a
41 minimum of 50% recycled and/or reclaimed materials. In addition, the

applicant must show that the physical properties of the substitute material—expansion/contraction rates, chemical composition, stability of color and texture, compressive or tensile strength—have been proven to not damage or cause the deterioration of adjacent Historic Material.

- (4.) It may be appropriate, in some cases, to reconstruct Historic porches. Replacement porches shall be constructed of materials and in styles that are Compatible with the Structure to which they are attached. When possible the reconstructed porch shall be based on physical or documentary evidence; when no such evidence exists, the design shall be based on Historic porches found on comparable Historic Structures.
- (5.) While modifications to porch posts and balustrades may be necessary to meet current code requirements, these elements shall not be substantially different in size and proportion than those seen historically.
- (6.) It is not appropriate to add decorative porch elements that are not known to have been used on a particular Historic Structure or on similar Historic Structures.

h. Architectural Features

- (1.) Preserve and maintain architectural features such as eaves, brackets, cornices, moldings, trim work, and decorative shingles.
- (2.) Repair rather than replace Historic architectural features. Replacement architectural features are allowed only when it can be shown that the Historic features are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition.
- (3.) Replacement features shall exactly match the Historic features in design, size, dimension, form, profile, texture, material and finish.
- (4.) Architectural features may be added to a Building when accurately based on physical or photographic evidence (i.e. “ghost” lines).

3. Mechanical Systems, Utility Systems, & Service Equipment

- a. ~~B.6.1~~ Mechanical equipment and utilities, including heating and air conditioning units, meters, and exposed pipes, ~~should~~ shall be located on the rear ~~tertiary~~ Façade or another inconspicuous location ~~(except as noted in B.1.2) or~~ . If located on a secondary façade, it shall be Screened from view by incorporating it into the appearance as an element of the design.
- b. ~~B.6.2~~ Ground-level equipment ~~should~~ shall be Screened from view using landscape elements such as fences, low stone walls, or perennial plant materials.
- c. ~~MSNC8: Rooftop mechanical equipment is generally discouraged.~~ Roof-mounted mechanical and/or utility equipment ~~should~~ shall be Screened and minimally visualized from all views.
- d. ~~B.6.3 Avoid removing or obstructing Historic Building~~ elements shall not be removed or obstructed when installing mechanical systems and equipment.

- e. ~~B.6.4 Contemporary New~~ communication equipment such as satellite dishes or Antenna e ~~should~~ shall be visually minimized when viewed from the primary public Right-of-Way .

4. Additions to Primary Structures

a. Protection for Historic Structures & Sites

- (1.)~~D.1.1~~ Additions to Historic Buildings should be considered only ~~after it has been when it is~~ demonstrated ~~by the owner/applicant~~ that the new use of the Building cannot be accommodated by solely altering interior spaces.
- (2.)~~Additions to Historic Structures shall be considered with caution and shall be considered only on non-character defining facades, usually rear tertiary and occasionally side secondary facades. Additions shall not compromise the architectural character of Historic Structures. Additions to the primary façades of Historic Structures are inappropriate.~~
- (3.)~~D.1.2~~ Additions should be visually subordinate to Historic Buildings when viewed from the primary public Right-of-Way .
- (4.)~~D.1.3 Additions should not obscure or contribute significantly to the loss of Historic Materials. Additions to Historic Structures shall not be placed so as to obscure, detract from, or modify Historic Roof Forms.~~
- (5.)~~Additions to Historic Structures shall not contribute significantly to the removal or loss of Historic Material.~~
- (6.)~~D.1.4~~ Where the new addition abuts the Historic Building, a clear transitional element between the old and the new should be designed and constructed. Minor additions, such as Bay Window s or dormers do not require a transitional element.
- (7.)~~D.1.5 Retain Maintain and preserve~~ additions to Structures that ~~have achieved Historic Significance in their own right. are significant to the era/period of Restoration .~~
- (8.)~~D.2.5~~ In-line additions ~~should~~ shall be avoided.

b. Transitional Elements

- (1.)~~D.2.5~~ In-line additions ~~should be avoided generally are not appropriate.~~
- (2.)~~A transitional element shall be required for any addition to a Historic Structure where the footprint of the addition is 50% or greater than the footprint of the Historic Structure. The Historic Structure's footprint may include additions to the Historic Structure made within the Historic period that have gained Historic Significance in their own right.~~
- (3.)~~When an addition to a Historic Structures less than 50% of the Historic Structure's footprint but exceeds the height of the Historic Structure due to either the greater height of the addition, Site topography (e.g., an uphill addition), or both, a transitional element shall be required.~~

- (4.) On a rear addition, the width of the transitional element shall not exceed two-thirds (2/3) the width of the elevation to which the transitional element is connected. The transitional element shall be set in from the corners of the affected Historic elevation by a minimum of two feet (2').
- (5.) In the case of additions to the secondary façade, visible from the primary public Right-of-Way, the transitional element shall be Setback a minimum of five feet (5') from the primary façade. All other previous guidelines apply.
- (6.) The depth of the transitional element (i.e., the distance between the affected Historic elevation and the addition) shall be a minimum of one-third (1/3) the length of the least wide Historic elevation adjacent to the impacted Historic elevation.
- (7.) The highest point of the transitional element shall be a minimum of two feet (2') lower than the highest ridgeline of the Historic Structure.
- (8.) Balconies and Decks may be attached to the secondary facades of a transitional element; however, no roof Deck is permitted on the transitional element.
- (9.) When an existing non-Historic or non-contributory addition is used as a transitional element, the preceding guidelines for transitional elements shall not apply.

c. General Compatibility

- (1.) ~~D.2.1~~ Additions ~~should~~ shall complement the visual and physical qualities of the Historic Building. An addition shall not be designed to be an exact copy of the existing style or imply an earlier period or more ornate style than that of the Historic Building.
- (2.) The addition shall be a contemporary interpretation of the Historic Structure's architecture style. The addition shall not be designed to contrast starkly with the Historic Structure; an acceptable design shall be Compatible in mass, scale, fenestration patterns, and design details. It shall not detract from the Historic District's or Structure's Historic character.
- (3.) Additions shall be subordinate in scale to the primary Historic Structure. The footprint of an addition shall not exceed 50% of the footprint of the Historic Structure, including any additions that have achieved Historic Significance in their own right. If the footprint of the addition approaches or exceeds 50% of the footprint of the Historic Structure, the mass shall be broken into modules to reflect the mass and scale of those modules seen on the Historic Structure.
- (4.) Additions shall be visually subordinate to Historic Structures. Where the combined effects of the addition's footprint, height, mass and scale are such that the overall size of an addition is larger than a Historic Structure, the volume of the addition shall be broken into modules that reflect the scale of those components seen on the Historic Structure. Multiple modules are encouraged to add articulation and architectural interest.

- (5.) ~~D.2.4~~ Large additions ~~should~~ shall be visually separated from Historic Buildings when viewed from the public right of way. Where the height of a new addition is greater than the Historic house or the Site topography results in uphill addition, or both, the addition shall be set back away from the Historic Structure by a minimum of one-half (1/2) the length of the least-wide Historic elevation adjacent to the Historic elevation to which the transitional element is attached.
- (6.) ~~D.2.2 Building C~~ Components and materials used on additions ~~should~~ shall be similar in scale and size to those found on the ~~original~~ Historic Building.
- (7.) ~~D.2.3~~ Window shapes, patterns and proportions found on the Historic Building should be reflected in the new addition.
- (8.) Windows, doors and other features on a new addition shall be designed to be Compatible with the Historic Structure and surrounding Historic Sites. Windows, doors and other openings shall be of sizes and proportions similar to those found on nearby Historic Structures. When using new window patterns and designs, those elements shall respect the typical Historic character and proportions of windows on the primary Historic Structure and adjacent Historic Structures. The solid-to-void relationship and detailing of an addition shall be Compatible with the Historic Structure.

5. Garages

a. Scenario 1: Basement Addition without a Garage

- (1.) ~~D.3.1~~ The A basement addition ~~should~~ shall not raise the Historic Structure generally more than two feet (2') from its original floor elevation above Grade prior to construction.
- (2.) ~~B.3.3~~ A Historic Site shall be returned to original Grade following construction of a foundation. If When the original Grade cannot be achieved, no more than two feet (2') of the new foundation ~~should~~ shall be visible above ~~finished~~ final Grade on the primary and secondary facades.
- (3.) ~~D.3.2 In-plan, the~~ The exterior walls on an inline basement addition ~~should~~ shall not extend beyond the exterior wall planes of the Historic Structure's primary or secondary facades.
- (4.) ~~D.3.3~~ Window or egress wells, if needed, ~~should~~ shall not be located on the primary façade. Window or egress wells ~~should~~ shall be located behind the midpoint of the secondary façades, on the rear elevation tertiary façade, or in a location ~~that is~~ not visible from the primary public Right-of-Way. Landscape elements ~~should~~ shall be used to aid in Screening window/egress wells from the primary Right-of-Way.
- (5.) ~~D.3.4~~ After construction of the basement, the Site ~~should~~ shall be re-Graded to approximate the grading prior to construction of the addition.

b. Scenario 2: Basement Addition with a Garage

- (1.) ~~D.4.1~~ The A new foundation or basement addition ~~should~~ shall not raise ~~the a~~ Historic Structure more than two feet (2') from its original floor elevation. Historic Buildings on downhill lots may be raised to accommodate a basement garage addition provided 1) access to the garage is from ~~the a~~ side or Rear Yard, 2) the ground floor of the Historic Building Structure is not raised above finished road Grade adjacent to the primary facade, and 3) the integrity and Significance-character of the Structure will not be destroyed by the action raising the Historic Structure more than two feet (2') above its original height above Grade.
- (2.) ~~D.4.2~~ In plan, the A basement garage addition ~~should~~ shall not extend beyond the exterior wall planes of the Historic Structure's primary or secondary facades. In limited situations, Site setbacks and topography may allow for a projecting garage without adversely affecting the Historic character of the Structure. In these cases, a stepped design with an associated Site grading and landscaping plan may be considered.
- (3.) ~~D.4.3~~ The vertical wall area of ~~the a~~ basement garage addition that is visible from the primary public Right-of-Way ~~should~~ shall be visually minimized. It is preferential for the garage opening to be Setback from the wall plane of the Historic Structure in order to diminish the presence of the garage.
- (4.) ~~D.4.4~~ Window or egress wells, if needed, ~~should~~ shall not be located on the primary façade. Window or egress wells ~~may~~ shall be located behind the midpoint of the secondary façades, on the rear elevation tertiary façade, or in a location that is not visible from the primary public Right-of-Way .
- (5.) ~~D.4.5~~ After construction of ~~the a~~ basement garage addition, ~~the a Historic Site~~ ~~should~~ shall be re-Graded to approximate the grading prior to construction of the addition.
- (6.) ~~D.4.6~~ A single vehicle garage doors not greater than nine feet (9') wide and nine feet (9') high ~~should~~ shall be used to access a basement garage addition. Glazing on garage doors shall be limited to no more than 30% of garage door.
- (7.) ~~D.2.3~~ Single-width car wide tandem garages are ~~encouraged~~ recommended. Side-by-side Parking configurations are strongly discouraged; if used, they ~~should~~ shall be visually minimized when viewed from the primary public Right-of-Way .
- (8.) Garages featuring a side-by-side Parking configuration, at a minimum, shall maintain a two foot (2') offset in the wall plane.

c. Scenario 3: Attached Garages

- (1.) ~~D.2.3~~ Single-width car wide tandem garages are ~~encouraged~~ recommended. Side-by-side Parking configurations are strongly discouraged; if used, they

~~should~~ shall be visually minimized when viewed from the primary public Right-of-Way .

(2.) ~~D.4.6 A~~ A single vehicle garage doors shall not be greater than nine feet (9') wide and nine feet (9') high. ~~should shall be used to access a basement garage addition.~~ Glazing on garage doors shall be limited to no more than 30% of garage door.

(3.) Garages featuring a side-by-side Parking configuration, at a minimum, shall maintain a two foot (2') offset in the wall plane.

6. Deck s

- a. Decks should be constructed in inconspicuous areas where visually minimized from the primary Right-of-Way , usually on the rear elevation tertiary façade. If built on a side elevation secondary Façade of the Historic Structure, a Deck should be Screened from the Right-of-Way with fencing and/or appropriate native landscaping. Decks should be located such that they will not damage or conceal significant Historic features or details of the Historic Structure.
- b. In order to prevent damage to a Historic Structure, Decks shall be constructed to be self-supporting. If the Deck cannot be constructed to be self-supporting, Decks shall be attached to a Historic Structure with care so loss of Historic fabric is minimized.
- c. Introducing a Deck that will result in the loss of a character-defining feature of the Historic Structure or site, such as a Historic porch or mature tree, should be avoided.
- d. The visual impact of a Deck should be minimized by limiting its size and scale. Introducing a Deck that visually detracts from a Historic Structure or Historic Site, or substantially alters a Historic Site's proportion of built area to Open Space is not appropriate.
- e. Decks and related steps and railings should be constructed of materials and in styles that are Compatible with the Structure to which they are attached.
- f. Decking materials such as fiber cement or plastic-wood composite floor boards shall not be used unless they are made of a minimum of 50% recycled and/or reclaimed materials.
- g. Significant Site features, such as mature trees, should be protected from damage during the construction of a Deck by minimizing ground disturbance and by limiting use of heavy construction equipment.

7. Balconies & Roof Deck s

- a. New balconies and roof Decks on a Historic Structure shall be visually subordinate to the Historic Structure from the primary Right-of-Way . Installing a Balcony on a Historic Structure's Front Façade is not allowed, however, a Balcony may be considered on a secondary or tertiary facade.

b. A new Balcony shall be simple in design and Compatible with the character of the Historic Structure. Simple wood and metal designs are appropriate for residential Structures. Heavy timber and plastics are inappropriate materials.

c. A roof Deck on a new addition shall be visually minimized when viewed from the Right-of-Way.

See Porches for preserving and maintaining Historic balconies.

8. Historic Accessory Building s

a. ~~H.1~~ Historic Accessory Buildings that contribute to the Significance of the property ~~should~~ shall be ~~retained~~ maintained and preserved.

b. ~~H.4~~ Guidelines for the treatment of Primary Structures ~~(Section B) should~~ shall be applied to all Historic Accessory Building s ~~and Structures~~ that contribute to the Significance of the property.

c. Plases see guidelines regarding transitional elements for those cases where the Historic accessory Structure may be linked to the Historic primary Structure.

9. New Accessory Building s

a. ~~H.2~~ New Accessory Buildings on flat or downhill sites with an ~~existing~~ Historic Building ~~should~~ shall generally be located at to the rear of the ~~lot site, unless dictated by the neighborhood to be located in the Front Yard~~.

b. ~~H.3~~ New accessory Structures on ~~properties a Site~~ with an ~~existing~~ Historic Building may be located at the Street front if 1) ~~the a~~ pattern of Front Yard Historic accessory Structures ~~along the Street~~ has been established along the Street by existing Historic Accessory Building s, and 2) the proposed placement does not ~~cause~~ create any danger or hazard to traffic by obstructing the view of the Street .

c. ~~C.3.1~~ New detached garages built on sites with existing Historic Structures should have an maximum interior dimension ~~that does not exceed of~~ twelve (12) feet in width.

d. ~~D.2.3~~ Single-~~width~~ car wide tandem garages are ~~encouraged~~ recommended. Side-by-side Parking configurations are strongly discouraged; if used, they ~~should~~ shall be visually minimized when viewed from the primary public Right-of-Way .

e. ~~C.3.2~~ Garage doors ~~should~~ shall not exceed ~~the dimension of~~ nine (9) feet wide in width by nine (9) feet high in height. Glazing on garage doors shall be limited to no more than 30% of garage door.

f. ~~C.3.3~~ Roof Form , exterior materials, and Architectural Detailing of a detached garage Accessory Building ~~should~~ shall complement the primary Structure.

g. Accessory Structures (such as sheds and garages) shall be subordinate in scale to the primary Historic Structure. The footprint of the new accessory Structure shall not exceed 50% of the footprint of the Historic Structure. If the

footprint exceeds 50% of the footprint of the Historic Structure, the scale of the individual modules shall be broken up to reflect the mass and scale of those seen on the Historic Structure. New accessory Structures shall follow the Design Guidelines for Compatibility of additions as outlined in Additions to Primary Structures.

15-13-3 Design Guidelines For Historic Commercial Sites

A. Universal Design Guidelines

1. A Site ~~should~~ shall be used as it was historically or shall be given a new use that requires minimal change to the distinctive materials, ~~and~~ features, spaces, and spatial relationships.
2. Changes to a Site or Building that have acquired Historic Significance in their own right ~~should~~ shall be retained and preserved.
3. ~~The Historic~~ exterior features of a Building ~~should~~ shall be retained and preserved.
4. Distinctive materials, components, finish, construction techniques, and examples of craftsmanship ~~should~~ shall be retained and preserved. Owners Applicants are encouraged to reproduce missing Historic elements that were original to the Building, but have been removed. Physical-~~or~~, photographic, or documented evidence ~~should~~ shall be used to substantiate the reproduction of missing features. In some cases, where there is insufficient evidence to allow for accurate Reconstruction of lost Historic elements, it may be appropriate to reproduce missing Historic elements that are consistent with Historic Structures of similar design, age, and detailing.
5. Deteriorated or damaged Historic features and elements ~~should~~ shall be repaired rather than replaced. ~~Where~~ When the severity of deterioration or existence of structural or material defects requires replacement, the replacement feature or element ~~should~~ shall match the original in design, dimension, texture, material, and finish. ~~The Applicants~~ must ~~demonstrate the~~ show severity of deterioration or existence of defects by showing demonstrating that the Historic Materials ~~are~~ is no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition.
6. ~~Features that do not contribute to the Significance of the Site or Building and exist prior to the adoption of these guidelines, such as incompatible windows, aluminum soffits, or iron porch supports or railings, Non-Historic alterations that have been made to elements of a property, such as window replacements, eave enclosures, or porch element substitutions, that are in place prior to the adoption of these Design Guidelines~~ may be maintained; ~~However, if it is additional alterations to these elements are proposed they be changed, those features the elements~~ must be brought into compliance with these Design Guidelines.
7. Each Site ~~should~~ shall be recognized as a physical record of its time, place and use. ~~Owners Applicants are discouraged from~~ shall not introducing architectural

elements or details that visually modify or alter the original Building design when no evidence of such elements or details exists.

8. Chemical or physical treatments, if appropriate, ~~should~~shall be undertaken using recognized preservation methods. Treatments that cause damage to Historic Materials ~~should~~shall not be used. Treatments that sustain and protect the Historic Building and its occupants, but do not alter appearance, are encouraged.
9. New construction, such as additions, exterior alterations, repairs, upGrades, etc. or related new construction ~~should~~shall not destroy Historic Materials, features, and spatial relationships that characterize the Historic Site or Historic Building. New construction shall differentiate from the Historic Structure and, at the same time, be Compatible with the Historic Structure in materials, features, size, scale and proportion, and massing to protect the integrity of the Historic Structure, the Historic Site, and the Historic District.
10. New additions and related new construction ~~should~~shall be undertaken in such a manner that, if removed in the future, the essential form of the Historic Building and integrity of the Historic Building and Site property and its environment could be restored.
11. The proposed project must not cause the Building, Site or Historic District to be removed from the National Register of Historic Places.

B. Specific Design Guidelines

1. Site Design

a. Building Setback and Orientation

- (1.) ~~A.1.1 Maintain~~ The existing front and Side Yard setbacks of Buildings shall be maintained ~~Historic Sites. MSHS2. The alignment and setbacks along Main Street- are often different from residential, and~~ are character-defining features of the district and ~~should~~shall be preserved.
- (2.) ~~A.1.2 Preserve~~ The original location of the a main entry, if extant, shall be preserved. MSHS3. Traditional The Historic orientation with the of a primary entrance on Main Street- should shall be maintained.
- (3.) The visual divisions of commercial Buildings into Storefront and upper stories, when present, shall be maintained.
- (4.) Residential Buildings converted to non-residential use often have deeper setbacks and landscaped Front Yard s; these shall be retained.

b. Topography and Grading

- (5.) ~~A.5.8 Maintain the~~ The natural topography and original grading of ~~the a~~ Historic Site shall be maintained when ~~and where~~ feasible.

1 **c. Landscaping and Vegetation**

- 2 (6.) ~~A.5.3~~ The ~~Historic~~ character of ~~the a Historic Site should~~ shall not be
- 3 significantly altered by substantially changing the proportion of built and/or
- 4 paved area to Open Space .
- 5 (7.) ~~A.5.1 Maintain Existing~~ landscape features that contribute to the character
- 6 of ~~the a Historic Site and/or existing landscape features that provide~~
- 7 environmental sustainability benefits shall be preserved and maintained.
- 8 (8.) Established on-Site native plantings shall be maintained. During
- 9 construction, established vegetation shall be protected to avoid damage.
- 10 Damaged, aged, or diseased trees shall be replaced as necessary.
- 11 Vegetation that may encroach upon or damage a new Building may be
- 12 removed, but shall be replaced with similar vegetation near the original
- 13 location.
- 14 (9.) A detailed landscape plan, particularly for areas viewable from the primary
- 15 public Right-of-Way , which respects the manner and materials
- 16 traditionally used in the Historic Districts, shall be provided. When
- 17 planning for the long-term sustainability of a landscape system, all
- 18 landscape relationships on the site, including those between plantings and
- 19 between the Site and its Structure(s) shall be considered.
- 20 (10.) ~~A.5.4~~ Landscape plans ~~should~~ shall balance water-efficient irrigation
- 21 methods, and drought-tolerant plants, and native plants ~~materials~~ with
- 22 existing plant materials and Site features that contribute to the Historic
- 23 character Significance of the site. Where irrigation is necessary, systems
- 24 that minimize water loss, such as drip irrigation, shall be used.
- 25 (11.) Use to advantage storm water management features such as gutters,
- 26 downspouts, Site topography, and vegetation that can improve the
- 27 environmental sustainability of a site.
- 28 (12.) The use of Water Wise Landscaping or permaculture strategies for
- 29 landscape design shall be considered in order to maximize water
- 30 efficiency. Where watering systems are necessary, systems that minimize
- 31 water loss, such as drip irrigation, shall be used. These systems shall be
- 32 designed to minimize their appearance from areas viewable from the
- 33 primary public Right-of-Way .
- 34 (13.) Along public rights of way, landscaped areas, Street trees, and
- 35 seasonal plantings shall be designed to enhance the pedestrian
- 36 experience, complement architectural features, and/or Screen utility
- 37 areas.
- 38 (14.) Installing plantings in areas like medians, divider strips, and traffic
- 39 islands shall be considered.
- 40 (15.) Commercial properties typically have no setbacks along the principal
- 41 façade. However, when Front Yard setbacks exist, landscaped areas

(including patios) shall be of a small scale and design such that they do not disrupt the normal volume and flow of pedestrian traffic along the Street .

d. Sidewalks, Plazas, and Other Street Improvements

- (1.) All Streetscape elements should work together to create a coherent visual identity and public space. The visual cohesiveness and Historic character of the area shall be maintained through the use of complementary materials.
- (2.) Sidewalk bump outs reduce the distance required for pedestrians to cross Street s. On long blocks, midblock crosswalks are recommended. Brick pavers, concrete pavers (sometimes brick-colored), and textured concrete or asphalt shall be used for crosswalks.
- (3.) Using distinctive materials, such as bricks or pavers, to identify crosswalks at key intersections or crossings shall be considered. Crosswalk markings shall be clearly delineated without being obtrusive.
- (4.) Street furniture, trash receptacles, bike racks, planters and other elements shall be simple in design and Compatible with the appearance and scale of adjacent Buildings and public spaces.
- (5.) Existing plazas shall be maintained and well managed for daytime use, including landscaping, benches, trash receptacles and lighting.
- (6.) Where new plazas are being considered, ensure that they are near pedestrian traffic, are well planned for intended uses, such as concerts or other events, and well designed for maintenance and durability.
- (7.) Existing, alleys, staircases, and pedestrian tunnels shall be maintained where feasible.

e. Parking and Driveways

- (1.) A.5.2 The visual impacts of on-Site Parking (both surface lots and Parking Structures) shall be minimized by incorporateing landscape treatments for driveways, walkways, paths, Building and accessory Structures in a comprehensive, complimentary and integrated design.
- (2.) A.5.7 Provide Landscaped separations, Screening, and/or Site walls shall be placed between Parking Areas, drives, service areas, and other public-use areas including such as walkways, plazas, and vehicular access points.
- (3.) C.1.3 When locating creating new Off-Street Parking Areas, the existing topography of the Building Site and significant integral Site features, such as mature landscaping and Historic retaining walls, should shall be minimally impacted.
- (4.) C.1.1 Off-Street Parking Areas should-shall be located within the Rear Yard and beyond the rear wall plane of the a primary Structure Building,

1 where feasible. ~~C.1.2~~ If locating a Parking Area in ~~the~~ a Rear Yard is not
2 physically possible, the Off-Street Parking Area and associated vehicles
3 ~~should-shall~~ be visually buffered from adjacent properties and the primary
4 public Right-of-Way . Providing a driveway along the Side Yard of a
5 property, if feasible, shall be considered. ~~C.2.1~~ When locating driveways,
6 Historic Site features and the existing topography of the Building Site
7 property and Significant Site features should shall be minimally impacted.

8 (5.)~~C.2.2~~ New driveways should not exceed twelve (12) feet in width.

9 (6.)~~C.2.3~~ Shared driveways should be used when feasible.

10 (7.)Textured and poured paving materials other than smooth concrete should
11 be considered for driveways that are visible from the primary Right-of-Way
12 . Permeable paving shall be used on a Historic property, where
13 appropriate, to manage storm water. Permeable paving may not be
14 appropriate for all driveways and Parking Areas.

15 (8.)Consider avoiding paving up to a Building's foundation in order to reduce
16 heat-island effect, Building temperature, damage to the foundation, and
17 drainage problems.

18 (9.)~~A.5.5~~ Landscape plans ~~should-shall~~ allow for snow storage ~~from for~~
19 driveways. Snow storage for driveways shall be provided on site.

20 (10.) Parking Structures and Parking Areas shall be located at the rear of
21 the Building to allow commercial use on the principal façade.

22 **2. Primary Structures**

23 **a. Foundation**

24 (1.)~~B.3.2~~ The ~~original~~ Historic placement, orientation, and Grade of ~~the~~ a Historic
25 Building ~~should-shall~~ be retained, as shall the original Grade of the site.

26 (2.)Historic foundations shall not be covered with new materials (e.g. concrete
27 block, plywood panels, corrugated metal, or wood shingles). Masonry
28 foundations shall be cleaned, repaired, or re-pointed according to masonry
29 guidelines. Replacement of Historic Material is allowed only when it can be
30 demonstrated that the Historic Material is no longer safe and/or serviceable
31 and cannot be repaired to a safe and/or serviceable condition.

32 (3.)~~B.3.1~~ A new foundation ~~should-shall generally~~ not raise or lower ~~the~~ a Historic
33 Structure ~~generally~~ more than two (2) feet from its original floor elevation. See
34 D.4 for exceptions.

35 (4.)The form, material, and detailing of a new foundation shall be similar to the
36 Historic foundation (when extant) or similar to foundations of nearby Historic
37 Structures.

38 (5.)The construction of a foundation at a height that is not proportional to
39 neighboring Historic Structures is not appropriate. The height of a new
40 foundation shall not be significantly taller or shorter than neighboring

Structures. A Historic Storefront shall not be significantly altered by lifting the Historic Structure for the construction of a new foundation.

(6.) A Historic Site shall be returned to original Grade following construction of a foundation. When original Grade cannot be achieved, generally no more than six (6) inches of the new foundation shall be visible above final Grade on the primary and secondary facades.

(7.) The re-grading of a Site shall blend the Grade of the Site with the Grade of adjacent sites and shall not create the need for retaining walls.

(8.) A Site shall be re-Graded so that water drains away from the Structure and does not enter the foundation.

(9.) Consider adding a plinth, or trim board, at the base of a Historic Structure to visually anchor the Historic Structure to the new foundation.

b. Exterior Walls

(1.) ~~B.2.1~~ Primary and secondary Facade ~~components~~ elements, such as window/door configuration, wall planes, recesses, bays, balconies, steps, porches, and entryways ~~should~~ shall be preserved and maintained in their original location on the façade.

(2.) ~~B.2.2~~ Exterior Historic elements including wood siding (drop siding, clapboard, board and batten), frieze boards, cornices, moldings, shingles, etc., as well as stone and masonry shall be preserved and maintained. Repair Deteriorated or damaged ~~Facade materials~~ Historic elements shall be repaired using recognized preservation methods appropriate to the specific material.

(3.) ~~B.2.3~~ If When disassembly of a Historic element—window, molding, bracket, etc.—is necessary for ~~its~~ Restoration, recognized preservation procedures and methods for removal, documentation, repair, and reassembly ~~should~~ shall be used.

(4.) ~~B.2.4~~ If When an exterior Historic ~~exterior materials~~ element cannot be repaired, ~~they should~~ it shall be replaced with materials that matches the original in all respects: scale, dimension, ~~texture~~, profile, material, ~~texture~~, and finish. The replacement of an existing Historic Material element ~~should be~~ is allowed only ~~after the applicant can show when it can be demonstrated~~ that the Historic Materials element ~~are~~ is no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition.

(5.) ~~B.2.5~~ Substitute materials ~~s~~ such as fiber cement or plastic-wood composite siding, shingles, and trim boards ~~should~~ shall not be used unless ~~they are~~ it is made of a minimum of 50% recycled and/or reclaimed materials. ~~In~~ Additionally, the applicant must show that the physical properties ~~of the~~ substitute material—expansion/contraction rates, chemical composition, stability of color and texture, ~~and the~~ compressive or tensile strength—of the

substitute material have been proven ~~to~~ not ~~to~~ damage or cause ~~the~~ deterioration of adjacent Historic Materials.

(6.) ~~B.2.6~~ Substitute materials ~~should~~ shall not be used on a primary or secondary Façade unless the applicant can ~~show~~ demonstrate that Historic Materials cannot be used ~~(as stated in B.2.4 and B.2.5)~~ and that the substitute material will not cause damage to adjacent Historic Material or detract from the Historic integrity of the Structure.

(7.) The application of synthetic or substitute materials, such as vinyl or aluminum siding, over original wood siding may cause, conceal, or accelerate physical deterioration and is not appropriate. Removal of synthetic siding (aluminum, asbestos, Brick-TeX, and vinyl) that has been added to a Building, followed by Restoration of the Historic wood siding (or other underlying Historic Material), is highly encouraged.

(8.) ~~B.2.7~~ Avoid Interior changes that affect the exterior appearance of primary and secondary facades, including changing ~~original~~ Historic floor levels, ~~changing upper Story~~ windows to doors or doors to widows, and ~~changing~~ porch roofs to balconies or Deck s, shall be avoided.

c. Roofs

(1.) ~~B.1.1~~ Maintain the original Historic Roof Forms, as well as any functional and decorative elements shall be preserved and maintained. Most commercial Roof Forms are flat, sloping, hipped, or gable.

(2.) The line, pitch, and overhang of the Historic Roof Form , as well as any functional and decorative elements, shall be preserved and maintained. Roof-related features such as parapet walls and cornices shall be maintained and preserved.

(3.) ~~B.1.2~~ New roof features, such as photovoltaic panels (solar panels), ~~and/or~~ skylights, ventilators, and mechanical and communication equipment shall be visually minimized when viewed from the primary public Right-of-Way so as not to compromise the architectural character of the Building. These Photovoltaic panels and skylights roof features should shall be flush-mounted to the roof.

(4.) ~~B.1.4~~ Roof colors ~~should~~ shall be neutral colored and earth-toned. ~~and muted and materials should not~~

(5.) Crickets, saddles, or other snow-guard devices shall be placed so they do not significantly alter the form of the roof as seen from the primary public Right-of-Way.

(6.) Dormers that did not exist historically shall not be added on a primary façade.

(7.) New dormers may be added on rear tertiary or secondary facades and shall be visually minimized from the primary public Right-of-Way . Gabled, hipped, or shed dormers are appropriate for most Buildings and shall be in keeping with the character and scale of the Building.

1 **d. Storefront s**

- 2 (1.) ~~B.2.1~~ Primary and secondary Facade ~~components~~ elements, such as
3 window/door configuration, wall planes, recesses, bays, balconies, steps,
4 porches, and entryways ~~should~~ shall be maintained in their original location
5 on the façade.
- 6 (2.) Historic Storefront elements such as doors, windows, kick plates, bulkheads,
7 transoms, ornamentation, cornices, pillars, pilasters, and other character-
8 defining features shall be preserved and maintained.
- 9 (3.) Historic Storefronts and their character-defining features and elements shall
10 not be covered with modern materials. Deteriorated or damaged Storefronts
11 or elements shall be repaired so that the Storefront retains its Historic
12 appearance. Repairs shall be made with in-kind materials, based on physical
13 or documentary evidence, whenever possible.
- 14 (4.) Missing elements shall be replaced in keeping with size, scale, style, and
15 materials of the Historic Structure, and then only if there is little or no
16 evidence of the original construction. In such cases, an alternative design
17 that is Compatible with the remaining character-defining features of the
18 Historic Building may be considered.
- 19 (5.) Historic recessed entries, if in their original Historic configuration, shall be
20 preserved and maintained. If a Historic recessed entry has been lost during a
21 previous renovation, consider reconstructing, based on physical or
22 documentary evidence, the Historic entry. The replacement shall match the
23 original in terms of design, materials, and configuration.
- 24 (6.) Primary entrances to commercial Buildings should be accessible to meet
25 American Disabilities Act (ADA) requirements. If this is not possible,
26 alternative entrances shall be available, clearly marked, and maintained to the
27 same standards as the primary entrance.
- 28 (7.) Original doors shall be preserved and maintained. Replacement of non-
29 Historic doors shall be substantiated by documentary, physical, or pictorial
30 evidence.
- 31 (8.) If no evidence of the Historic door appearance is available, new doors should
32 be similar in materials and configuration to Historic doors on commercial
33 Buildings of similar period. Typically, painted wood doors with single or
34 multiple lights of clear glass are appropriate replacements for primary
35 facades. Replacement doors for secondary entrances may be smaller or may
36 be solid wood. Dark or bronze-anodized metal, though less appropriate, may
37 be substituted for wood in cases where the original door has been lost and no
38 evidence of the original door exists.
- 39 (9.) The original Storefront windows and window configuration shall be preserved
40 and maintained if possible. If the Storefront windows have been reduced in
41 size over the years, re-establishing their original dimensions and configuration
42 is encouraged.

1 (10.) Opaque, reflective, and mirror types of glass are not appropriate.

2 (11.) Transoms above display windows shall be preserved and maintained.
3 When transoms are covered and original moldings and window frame
4 proportions are concealed, or when transoms have been entirely removed,
5 restoring the transom to its original appearance is encouraged.

6 **e. Doors (Not Included in Storefront s)**

7 (1.) ~~B.4.1 Maintain~~ Historic door openings, doors, ~~and~~ door surrounds, and
8 decorative door features shall be preserved and maintained.

9 (2.) Historic door openings that are significant shall be restored to the Historic
10 period of Restoration . On primary facades, in particular, consider
11 reconstructed, based on physical or documentary evidence, Historic
12 doorways that no longer exist.

13 (3.) Changing the position, proportions, or dimensions of Historic door openings
14 shall be avoided. It is not appropriate to create additional openings or remove
15 existing Historic openings on primary or secondary facades that are visible
16 from the primary public Right-of-Way .

17 (4.) ~~B.4.2 New Replacement~~ doors ~~should~~ shall be allowed only ~~if the Historic~~
18 ~~door cannot be repaired when it can be shown that the Historic doors are no~~
19 ~~longer safe and/or serviceable and cannot be repaired to a safe and/or~~
20 ~~serviceable condition.~~ Replacement doors ~~should~~ shall exactly match the
21 Historic door in size, material, profile, and style.

22 (5.) ~~B.4.3~~ Storm doors and/or screen doors typical of the Mining Era should not
23 may be used on primary or secondary facades ~~unless when~~ the applicant can
24 show that they will not diminish the ~~integrity or Significance~~ Historic character
25 of the Building.

26 (6.) When no physical or documentary evidence of original doors exists,
27 replacement doors typically shall be of wood, with or without glazing, and
28 shall complement the style of the Historic Structure. When replacing non-
29 Historic doors, designs similar to those that were found historically in Park
30 City shall be used. Paneled doors were typical and many had vertical panes
31 of glass. Scalloped, Dutch, and colonial doors, as well as door sidelights are
32 not appropriate on most primary and secondary façades.

33 (7.) New door openings may be considered on secondary façades. A new
34 opening shall be similar in location, size, and type to those seen on the
35 Historic Structure.

36 (8.) When a Historic door opening on a Front Façade is no longer functional, the
37 door shall be retained and, if necessary, blocked on the interior side only. The
38 door shall appear to be functional from the exterior.

39 **f. Windows (not included in Storefront s)**

40 (1.) ~~B.5.1 Maintain~~ Historic window openings, windows, ~~and~~ window surrounds
41 and decorative window features shall be maintained and preserved.

- (2.) Historic window openings that have been altered or lost over time shall be restored. On primary façades, in particular, consider reconstructing, based on physical or documentary evidence, Historic window openings that no longer exist.
- (3.) Changing the position, proportions, or dimensions of Historic window openings shall be avoided. It is not appropriate to create additional openings or remove existing Historic openings on primary or secondary façades that are visible from the primary public Right-of-Way.
- (4.) The Historic ratio of window openings to solid wall shall be maintained.
- (5.) B.5.2. When Historic windows are present, replacement windows ~~should~~ shall be allowed only if- when it can be shown that the Historic windows are no longer safe and serviceable and that the Historic windows cannot be made safe and serviceable through repair. Replacement windows ~~should~~ shall exactly match the Historic window in size, dimensions, glazing pattern, depth, profile, and material.
- (6.) The original number of glass panes in a Historic window shall be maintained. Replacing multiple panes with a single pane is not appropriate. Snap-in muntins, or muntins between two sheets of glass are inappropriate as these simulated dividers lack depth and fail to show the effect of true divided glass panes.
- (7.) Replacing an operable window with a fixed window is inappropriate.
- (8.) New window openings may be considered on secondary façades but only when placed beyond the midpoint. New window openings shall be similar in location, size, scale, type, and glazing pattern to those seen on the Historic Structure.
- (9.) When no physical or documentary evidence of original windows exists, replacement windows typically shall be of wood and shall complement the style of the Historic Structure.
- (10.) When replacing non-Historic windows, designs similar to those found historically in Park City shall be used.
- (11.) Aluminum-clad wood windows are appropriate on non-Historic additions or foundation-level windows. Vinyl and aluminum windows are inappropriate.
- (12.) New glazing shall match the visual appearance of Historic glazing and/or be clear. Metallic, frosted, tinted, stained, textured and reflective finishes are generally inappropriate for glazing on the Front Façade of the Historic Structure.
- (13.) It is generally inappropriate to modify windows on the Front Façade to accommodate interior changes. When a window opening is no longer functional on a primary or secondary Façade visible from the primary public Right-of-Way, the glazing shall be retained and the window opening shall be

1 Screened or shuttered on the interior side. The window shall appear to be
2 functional from the exterior.

- 3 (14.) ~~B.5.3~~ Storm windows ~~should~~ shall be installed on the interior ~~of the~~
4 window; if interior installation is not ~~in~~feasible, the materials, style, and
5 dimensions of exterior wood storm windows s dimensions should shall match
6 the way storm windows would have been constructed at the time of the
7 Building's construction or complement the Historic window dimensions in
8 order to ~~conceal their presence~~ minimize their visual impact. Exterior storm
9 windows should shall be set within the window opening and attach to the
10 exterior sash stop.

11 **g. Gutters and Downspouts**

- 12 (1.) ~~B.1.3 Avoid~~ Removing or obstructing a Historic Building's elements and
13 materials when installing gutters and downspouts shall be avoided.
14 (2.) When new gutters are needed, the most appropriate design for hanging
15 gutters is half round. Downspouts shall be located away from architectural
16 features and shall be visually minimized when viewed from the primary public
17 Right-of-Way.
18 (3.) Water from gutters and downspouts shall drain away from the Historic
19 Structure.

20 **h. Historic Balconies/Porticos**

- 21 (1.) Historic balconies, porticos, and their railings and decorative architectural
22 features shall be maintained and preserved.
23 (2.) Restoring Historic balconies and porticos that have been altered or lost over
24 time is encouraged. On primary façades, in particular, consider
25 reconstructing, based on physical or documentary evidence, Historic
26 balconies and porticos that no longer exist.
27 (3.) Changing the position, proportions, or dimensions of Historic balconies or
28 porticos shall be avoided.
29 (4.) Substitute Decking materials such as fiber cement or plastic-wood composite
30 floor boards shall not be used unless they are made of 50% recycled and/or
31 reclaimed material. Additionally, the applicant must show that the physical
32 properties—expansion/contraction rates, chemical composition, stability of
33 color and texture, compressive or tensile strength—of the substitute material
34 have been proven to not damage or cause the deterioration of adjacent
35 Historic Material.
36 (5.) Any alteration to drainage on an existing Balcony shall be reviewed by the
37 City Engineer.

38 **i. Deck s, Fire Escapes, and Exterior Staircases**

- 39 (1.) New Deck s, fire escapes, and exterior staircases shall be constructed in
40 inconspicuous areas where visually minimized from the primary public Right-

1 of-Way , usually on the rear tertiary facade. These features shall be located
2 such that they will not damage or conceal significant Historic features or
3 details of the Historic Structure.

4 (2.)The visual impact of a Deck , fire escape, or exterior staircase shall be
5 minimized by limiting its size and scale. Introducing a Deck , fire escape, or
6 exterior staircase that visually detracts from a Historic Structure or Historic
7 Site, or substantially alters a Historic Site's proportion of built area to Open
8 Space is not appropriate.

9 (3.)Introducing a Deck , fire escape, or staircase that will result in the loss of a
10 character-defining feature of the Historic Structure or site, such as a Historic
11 porch, shall be avoided.

12 (4.)In order to prevent damage to a Historic Structure, Deck s, fire escapes, and
13 exterior staircases shall be constructed to be self-supporting. If a Deck
14 cannot be constructed to be self-supporting, the Deck shall be attached to a
15 Historic Building with care such that loss of Historic Material is minimized.

16 (5.)Deck s, fire escapes, and related exterior steps and railings should be
17 constructed of materials and in styles that are Compatible with the Historic
18 Building.

19 (6.)Decking materials such as fiber cement or plastic-wood composite floor
20 boards shall not be used unless they are made of a minimum of 50% recycled
21 and/or reclaimed material.

22 **j. Chimneys and Stovepipes**

23 (1.)Historic chimneys and their decorative features are important character-
24 defining features of Historic Buildings and shall be preserved and maintained.

25 (2.)Historic stovepipes shall be maintained and repaired when possible. When
26 partial or full replacement of a Historic stovepipe is required, new materials
27 shall have a matte, nonmetallic finish.

28 (3.)Repairs to chimneys shall be made so as to retain Historic Materials and
29 design. The replacement of existing Historic Material is allowed only when it
30 can be shown that the Historic Material is no longer safe and/or serviceable
31 and cannot be repaired to a safe and/or serviceable condition. Ornamental
32 features such as corbelling and brick patterning shall be preserved and
33 maintained.

34 (4.)Chimneys shall not be covered with non-Historic Materials.

35 (5.)New chimneys and stovepipes shall be of a size, scale, and design that are
36 appropriate to the character and style of the Historic Building. New chimneys
37 and stovepipes shall be visually minimized when viewed from primary public
38 Right-of-Way and shall be appropriate to the character and style of the
39 Historic Building.

1 **k. Architectural Features**

- 2 (1.) Architectural features such as eaves, brackets, cornices, moldings, trim work,
3 and decorative shingles shall be preserved and maintained.
- 4 (2.) Historic architectural features shall be repaired rather than replaced.
5 Replacement architectural features are allowed only when it can be shown
6 that the Historic features are no longer safe and/or serviceable and cannot be
7 repaired to a safe and/or serviceable condition. Replacement features shall
8 exactly match the Historic features in design, size, dimension, form, profile,
9 texture, material and finish.
- 10 (3.) Architectural features may be added to a Historic Structure when accurately
11 based on physical or photographic evidence (e.g. 'ghost' lines).

12 **4. Mechanical Equipment, Communications, and Service Areas**

- 13 a. ~~B.6.1~~ Mechanical ~~equipment~~ and/or ~~utilities~~ utility equipment, including
14 heating and air conditioning units, meters, and exposed pipes, ~~should~~ shall be
15 located on the ~~rear~~ tertiary Façade or another inconspicuous location. ~~(except~~
16 ~~as noted in B.1.2)-~~ If located on a secondary façade, the visual impact of the
17 mechanical and/or utility equipment shall be minimized by or incorporated into
18 it into the appearance as an element of the Building or landscape design.
- 19 b. ~~B.6.2~~ Ground-level equipment ~~should~~ shall be Screened from view using
20 landscape elements such as fences, low stone walls, or perennial plant
21 materials.
- 22 c. Roof-mounted mechanical and/or utility equipment shall be Screened and
23 visually minimized from all views.
- 24 d. Low-profile rooftop mechanical units and elevator penthouses that are not
25 visible from the primary public Right-of-Way shall be used. If this is not
26 possible, rooftop equipment shall be set back or Screened from all views.
27 Placement of rooftop equipment shall be sensitive to views from upper floors
28 of neighboring Buildings.
- 29 e. ~~B.6.3~~ ~~Avoid removing or obstructing Historic Building elements when installing~~
30 ~~systems and equipment. Historic elements shall not be removed or obstructed~~
31 ~~when installing mechanical systems and equipment.~~
- 32 f. ~~B.6.4~~ Contemporary New communications equipment such as satellite dishes
33 or Antenna e ~~should~~ shall be visually minimized when viewed from the
34 primary public Right-of-Way .
- 35 g. ~~B.2.17~~ Loading docks ~~should~~ shall be located and designed in order to
36 minimize their visual impact.
- 37 h. Service equipment and trash containers shall be Screened. Solid wood or
38 masonry partitions or hedges shall be used to enclose trash areas.

39 **5. Additions to Primary Structures**

1 **a. Protection of Historic Sites and Structures**

- 2 (1.)~~D.1.1~~ Additions to Historic Buildings should be considered only after it has
3 been demonstrated ~~by the owner/applicant~~ that the proposed new use
4 cannot be accommodated solely by altering interior spaces.
- 5 (2.)Additions to Historic Buildings shall be considered with caution and shall
6 be considered only on non-character-defining façades, usually rear and
7 occasionally side façades. Additions shall not compromise the
8 architectural integrity of Historic Structures. Additions to the primary
9 façades of Historic Structures are not appropriate.
- 10 (3.)~~D.1.2~~ Additions should be visually subordinate to Historic Buildings when
11 viewed from the primary public Right-of-Way .
- 12 (4.)~~D.1.3~~ Additions should not obscure or contribute significantly to the loss of
13 Historic Materials. Additions to Historic Structures shall not be placed so
14 as to significantly affect the integrity of Historic Roof Forms.
- 15 (5.)Additions to Historic Structures shall not contribute significantly to the
16 removal or loss of Historic Material.
- 17 (6.)~~D.1.5 Retain~~ Additions to Historic Structures that have achieved Historic
18 Significance in their own right are significant to the era/period to which the
19 Building is being restored shall be preserved and maintained.

20 **b. General Compatibility**

- 21 (1.)~~D.2.1~~ Additions ~~should~~ shall complement the visual and physical qualities
22 of the Historic Building. An addition shall not be designed to be a copy of
23 the existing style or imply an earlier or more ornate style than that of the
24 Historic Structure.
- 25 (2.)An addition shall be a contemporary interpretation of the Historic
26 Structure's architecture style. The addition shall not be designed to
27 contrast starkly with the Historic Structure; an acceptable design shall be
28 Compatible in mass, scale, fenestration pattern and size, Storefront
29 design, and design details. The addition shall not detract from the
30 Streetscape and/or Structure's Historic character.
- 31 (3.)Primary façades of an addition shall not be greater in height than the
32 primary Historic Façade in order to decrease the bulk and mass of the
33 new addition and to preserve the established mass and scale of the
34 Streetscape .
- 35 (4.)The rhythm established by the repetition of the traditional 25-foot Façade
36 widths shall be maintained; these dimensions, when repeated along the
37 Street , create a strong pattern that contributes to the visual continuity of
38 the Streetscape .
- 39 (5.)When new additions are to be wider than the traditional twenty-five (25)
40 feet, the Façade shall be divided into portions that reflect this pattern. The
41 rhythm of Façade widths shall be maintained in additions, especially for

1 projects that extend over several lots, by changing materials, patterns,
2 reveals, Building setbacks, Façade portions, or by using design elements
3 such as columns or pilasters.

4 (6.) No more than fifty (50) feet in width of Street front may have the same
5 Façade height. On large projects (more than two lots) Building Heights
6 shall be varied by creating setbacks in the façade, by stepping back upper
7 stories, and by Building Decks and balconies when it is appropriate to the
8 design.

9 (7.) New additions shall incorporate character-defining features of Historic
10 commercial Buildings such as the division of the Façade into zones
11 (Storefront and upper stories), cornice treatment, pronounced entry, and
12 other articulation.

13 ~~D.2.2 Building components and materials used on additions should be similar~~
14 ~~in scale and size to those found on the original Building.~~

15 ~~D.2.3 Window shapes, patterns and proportions found on the Historic Building~~
16 ~~should be reflected in the new addition.~~

17 (8.) Proportions and established patterns of Historic upper Story windows
18 shall be maintained. On additions, upper floors shall incorporate
19 traditional, vertically proportioned window openings within a more solid
20 wall than lower floors. Windows similar in size and shape to those used
21 historically shall be used in order to maintain the Façade pattern of the
22 Streetscape . It is generally appropriate for the solid-to-void ratio of
23 Structures to be two-thirds (2/3), except for Storefronts that feature more
24 glass.

25 (9.) The solid-to-void relationship of an addition shall be Compatible with the
26 Historic Structure. The proportions of window and door openings shall be
27 similar to Historic Structures. Large expanses of glass, either vertical or
28 horizontal, are generally inappropriate on commercial Structures.
29 Oversized doors that would create a 'grand entry' are also inappropriate.
30 Smaller windows with simple window frames are recommended for
31 additions.

32 (10.) Windows, doors and other features on a new addition shall be designed
33 to be Compatible with the Historic Structure and surrounding Historic
34 Sites. Windows, doors and other openings shall be of sizes and
35 proportions similar to those found on nearby Historic Structures. When
36 using new window patterns and designs, those elements shall respect the
37 typical Historic character and proportions of windows on the primary
38 Historic Structure.

39 (11.) Generally, the height of the window opening shall be two (2) times the
40 dimension of the width. In some cases, it may be appropriate to use
41 square windows. Additional glazing can be accommodated using
42 transoms.

- (12.) Roofs shall be designed to be in character with those seen historically. Simple Roof Forms—flat, gable, shed—are appropriate. On large projects the use of a variety of these simple Roof Forms is encouraged.
- (13.) Roofs shall appear similar in scale to those seen historically. On larger additions, the use of parapet walls, changes in roof height, and changes in material shall be used to express modules.
- (14.) Original exterior walls shall be kept intact and existing openings shall be used for connecting an addition to the original Structure when feasible.

c. Transitional Elements

- (1.) ~~D.1.4~~ Where ~~the a~~ new addition abuts ~~the a~~ Historic Building, a ~~clear well-defined~~ transitional element shall be designed and constructed between the ~~old Historic Structure~~ and the new addition ~~should be designed and constructed~~. Minor additions, such as Bay Window s or dormers, do not require a transitional element.
- (2.) In some cases, a transitional element may not be necessary if the new addition is visually differentiated from the Historic Structure, as viewed from the primary public Right-of-Way , through a shift in wall plane, a change in material or pattern, , or by using other design elements.
- (3.) ~~D.2.5~~ In-line additions ~~should be avoided~~ may be appropriate when the joint between the Historic Structure and the new addition is not visible from the primary public Right-of-Way . A transitional element is required if the joint between the Historic Structure and the new addition is visible from the primary public Right-of-Way and the addition is similar in design to the Historic Structure.
- (4.) If the new addition is in the same wall plane as the Historic Structure and also abuts a primary public Right-of-Way , a transitional element is required.
- (5.) At a minimum, the transitional element shall be two (2) feet in width.
- (6.) The highest point of the transitional element shall be a minimum of two (2) feet lower than the highest roof plate of the Historic Structure.

d. Scenario 1: Rooftop Additions

- (1.) ~~MSHS6~~. Rooftop additions may be allowed; however, they should shall generally not exceed one Story in height above the existing wall plate of the Historic Building, and should be set back from the Front Façade so that they are not visible from the primary public Right-of-Way . See the section titled Additions to Historic Buildings for further guidance.
- (2.) Rooftop additions shall not be visible from the primary public Right-of-Way . The addition shall be recessed from the primary, character-defining Façade to preserve the perception of the Historic scale, height, and Façade of the Historic Structure.

(3.)The rooftop addition shall be recessed from the Façade to a distance that is at least equal to the height of the Historic Façade or beyond the midpoint of the Structure to ensure that the rooftop addition is minimally visible from the primary public Right-of-Way .

e. Scenario 2: Rear Additions

(1.)Rear Additions fronting Swede Alley

- i. ~~MSHS7.~~ Additions ~~to on~~ the rear of Main Street Buildings that will front Swede Alley ~~should shall~~ be reduced in scale as they reach Swede Alley in order to maintain the pedestrian character along the Street . ~~See Additions to Historic Buildings as well as the Swede Alley section of the Guidelines for New Construction that follow.~~
- ii. ~~SANC1.~~ Swede Alley additions shall be ~~should remain~~ subordinate ~~but and~~ complementary to Main Street with regard to public access and Streetscape amenities. ~~SANC 2.~~ Rear entrances, if developed, ~~should shall~~ accommodate both service activities and secondary access.
- iii. ~~SANC 3.~~ Swede Alley facades ~~should shall~~ be simple in detail and shall complement the character of the Building's primary entrance on Main Street . Materials and colors used on the Swede Alley entrance shall be coordinated with the Main Street Façade so customers can recognize that both entrances belong to the same business.
- iv. ~~SANC 4.~~ Swede Alley facades ~~should shall~~ utilize materials, colors, signs, and lighting that reinforces a cohesive design of the Building.
- v. ~~SANC 5.~~ Window display areas on Swede Alley facades may be appropriate, but ~~should shall~~ be subordinate to and proportionally smaller than those seen on Main Street .

(2.)Rear Additions fronting Park Avenue

- i. Additions to Historic commercial Structures that will face Park Avenue shall be consistent to the size and scale of residential development to maintain the character of the Park Avenue Streetscape . This includes the overall scale and massing of facades, window and door sizes and configurations, lighting, and landscaping. See Design Guidelines for New Additions to Historic Residential Structures.

(3.)Basement Additions

- i. ~~D.3.1 The~~ A basement addition ~~should shall generally not~~ raise the Historic Structure ~~generally not~~ more than 2' two (2) feet from its original floor elevation above original Grade. Lifting of the Structure shall not disrupt its relationship with the Streetscape or sidewalk elevation.

- 1 ii. ~~D.3.2 In-plan,~~ The exterior wall planes of an in-line basement
2 addition ~~should~~ shall not extend beyond the exterior wall planes of
3 the Historic Structure's primary or secondary facades.
- 4 iii. ~~D.3.3~~ Window or egress wells, if needed, ~~should~~ shall not be
5 located on the primary façade. Window or egress wells ~~should~~ shall
6 be located ~~behind-beyond~~ the midpoint of the secondary façades,
7 on the rear tertiary façade, or in a location that is not visible from
8 the primary public Right-of-Way . Landscape elements ~~should~~ shall
9 be used ~~in Screening to screen~~ window/egress wells from the
10 primary public Right-of-Way .
- 11 iv. ~~B.3.3~~ A Historic Site shall be returned to original Grade following
12 the construction of a foundation. If the When original Grade cannot
13 be achieved, no more than ~~two (2) feet~~ six (6) inches of the new
14 foundation ~~should~~ shall be visible above ~~finished~~ final Grade on ~~the~~
15 primary and secondary facades.

16 **f. New Storefront s**

- 17 (1.) Street -facing primary façades of new additions shall be distinguished by
18 well-defined Storefront elements, including Storefront entryway, ample-
19 size windows, and appropriate decorative elements. Storefronts on new
20 additions shall have rhythm and pattern similar to that of the Historic
21 Streetscape .
- 22 (2.) Storefronts were built using standard dimensions for kick plates or
23 bulkheads and display windows so the first levels have a similar height.
24 When Storefronts are situated on the steep-sloped of Main Street , the
25 result is a stair-step effect. This stair-step effect is an important visual
26 pattern of the Historic District and shall be repeated on additions.
- 27 (3.) Recessed entries on additions fronting on Main Street are encouraged.
- 28 (4.) Windows on new Storefront additions shall be used extensively and in
29 keeping with the architectural style of the Historic Structure. Design and
30 scale shall be maintained in the tradition of Historic Storefronts with
31 extensive Street -level window area.
- 32 (5.) Generally, two-thirds (2/3) or more of Storefront areas may be glass. The
33 solid-to-void ratio of an addition's Storefront shall be similar to that of the
34 Historic Structure.

35 **g. New Decks(Not Street Dining Deck s)**

- 36 (1.) Decks on new additions shall be constructed in inconspicuous areas,
37 usually on a rear elevation-tertiary façade, where the Deck is visually
38 minimized from the primary public Right-of-Way . If a Deck is built on a
39 side elevation secondary Façade of a Historic Structure, the Deck shall
40 be Screened from the primary public Right-of-Way with fencing and/or
41 appropriate native landscaping. Decks shall be located where and in a

way that will not damage or conceal significant Historic features or details of the Historic Structure.

- (2.) In order to prevent damage to a Historic Structure, Decks shall be constructed to be self-supporting. If a Deck cannot be constructed to be self-supporting, the Deck shall be attached to a Historic Structure with care so that loss of Historic fabric is minimized.
- (3.) Introducing a Deck that will result in the loss of a character-defining feature of a Historic Structure or site, such as a Historic porch or mature tree, shall be avoided.
- (4.) The visual impact of a Deck shall be minimized by limiting its size and scale. Introducing a Deck that visually detracts from a Historic Structure or Historic Site, or substantially alters a Historic Site's proportion of built area to Open Space, is not appropriate.
- (5.) Decks and related steps and railings shall be constructed of material and in styles that are Compatible with the Structure to which they are attached.
- (6.) Decking materials such as fiber cement or plastic-wood composite floor boards shall not be used unless they are made of a minimum of 50% recycled and/or reclaimed material.
- (7.) A roof Deck on a Historic Structure or new addition shall be visually minimized when viewed from the primary public Right-of-Way.

h. Handrails

- (1.) New handrails and railings shall complement the Historic Structure in material and design.

i. Awnings

- (1.) ~~K.1~~ Awnings may be appropriate for use on ~~the~~ a Street level Façade if placed in locations historically used for awnings. Storefronts and upper Façade windows are both appropriate locations for new awnings.
- (2.) ~~K.2~~ Place Awnings shall be placed so that the Historic and architectural features are not obstructed. Transom lights of prism glass or stained glass shall not be covered by permanent, fixed awnings.
- (3.) Installation of awning hardware shall not damage Historic Materials and features of the Historic Building.
- (4.) ~~K.3~~ ~~The shed form is~~ Shed-type awnings are the most appropriate ~~form of awning~~ for use on both Street -level facades and upper facades. ~~Other~~ Alternative awning forms may be considered if physical or photographic evidence ~~exists~~ of their use on the Historic Building exists or the awning complements the design of the Building.
- (5.) ~~K.4~~ Awnings ~~should~~ shall be Compatible with the style and period of the Historic Building in size, color and material. Plastic, vinyl or metal awnings ~~should~~ shall be avoided.

(6.)~~K-5~~ Awnings may contain graphics or signs, but ~~should~~ shall not be backlit. Spotlighting awnings from above ~~should~~ shall ~~also~~ be avoided.

(7.)~~K-6~~ Awnings ~~should~~ shall not shed an excessive amount of rain or snow onto ~~the~~ a sidewalk or other pedestrian paths.

j. Reusing Historic Houses as Commercial Structures

(1.)When a Historic residential Structure is adapted to a commercial use, its residential design and character shall be preserved.

Please see Design Guidelines for Historic Residential Structures.

15-13-4 Guidelines for Relocation and/or Reorientation of Intact Buildings or Structures

Whenever possible, a Historic Structure should be rehabilitated in its original location for the following reasons:

- The Historic integrity of the Site or neighborhood will be altered by the relocation and/or reorientation of the Structure.
- The relocation and/or reorientation may threaten the historical Significance of the Structure or site.
- The Structure may be damaged or weakened in the process of relocation and/or reorientation.
- Relocation and/or reorientation adds costs not associated with on-Site Rehabilitation ; such as utility line removal, moving expenses, additional International Building Code requirements, tree removal/trimming, and possibly traffic control.

Relocation of any Structure designated as Historic on the City's Historic Sites Inventory may endanger its Historic Designation as defined by LMC 15-11-10(A), therefore, all applications for the relocation and/or reorientation of Historic Structures must be reviewed and approved by the Historic Preservation Board. No Historic Structure shall be relocated and/or reoriented when its preservation will be adversely affected.

When a Structure is permitted to be relocated and/or reoriented, every effort shall be made to reestablish its Historic orientation, setting, and relationship to the environment.

A. Protection for the Historic Building and Site

- ~~E.1.1~~ Relocation and/or reorientation of a Historic Buildings ~~should~~ shall be considered only after it has been determined by the ~~Design Review Team~~ Historic Preservation Board that the integrity and Significance of the Historic Building will not be diminished by such action ~~and the application meets one of the criterion listed in the sidebar to the left.~~
- ~~E.1.2~~ Relocation and/or reorientation of a Historic Buildings ~~should~~ shall be considered only after it has been determined that the structural soundness of the Building will not be negatively impacted. A professional structural analysis shall

1 be conducted in order to minimize any damage that may occur during the
2 relocation/reorientation of a Historic Structure.

3 3. Hire licensed professional Building movers to relocate a Historic Building.

4 4. ~~E.1.3 The~~ A Historic Structure ~~should~~ shall be secured and protected from
5 adverse weather conditions, water infiltration, and vandalism before, during, and
6 after the relocation/ reorientation process.

7 5. ~~E.1.4 If~~ When Rehabilitation of the Historic Structure ~~will be~~ is delayed,
8 temporary improvements, such as roof repairs, secured and/or covered windows
9 and doors, and adequate ventilation ~~should~~ shall be made—~~roof repairs,~~
10 ~~windows/doors secured and/ or covered, adequate ventilation~~—to the Structure
11 to protect the Historic fabric until Rehabilitation can ~~commence~~ be
12 accomplished.

13 6. ~~E.1.5~~ A written plan detailing the steps and procedures for relocation or
14 reorientation of a Historic Building ~~should~~ shall be completed and approved by
15 the Planning and Building Departments. This plan shall outline, step by step, the
16 proposed work to relocate and/or reorient the Building to ensure that the least
17 destructive method of moving the Building will be employed.

18 7. Relocating and/or reorienting a Historic Building of which the location contributes
19 to the character of the Historic District shall be avoided.

20 8. A Historic Building shall be moved in one piece whenever possible. When
21 problematic structural or relocation route conditions preclude moving a Building
22 as a single unit, then partial disassembly into large sections may be acceptable.
23 Total disassembly of Building components shall be avoided except under
24 extreme situations.

25 9. Buildings and their components shall be protected from damage during the
26 moving process by adding bracing, strapping, and by temporarily infilling door
27 and window openings for structural rigidity.

28 10. The setting for a relocated Historic Building shall be selected for Compatibility
29 with the character of the Structure and with the character of the original site.

30 11. A relocated/reoriented Historic Building shall be sited in a position similar to its
31 Historic orientation. The relocated/reoriented Historic Building shall maintain its
32 relationship with the Street and shall have a relatively similar Setback.
33 Relocating a Historic Structure to the rear of a parcel to accommodate a new
34 Building in front of it is not appropriate.

35 12. When a Historic Building is relocated to a new site, the Building shall be placed
36 on the new lot with the same orientation and (if consistent to the District) with the
37 same setbacks to the Street as the placement on the original site.

38 B. Panelization

39 1. Disassembly & Reassembly of All or Part of a Historic Structure

- 1 a. ~~F.1.1~~ Disassembly of a Historic Building ~~should~~ shall be considered only after
2 it has been determined by the ~~Design Review Team that the application~~
3 ~~meets one of the criteria listed in the sidebar~~ Historic Preservation Board that
4 ~~the panelization is necessary as outlined by Land Management Code 15-11-~~
5 ~~14.~~
- 6 b. ~~F.1.2~~ ~~Though~~ Disassembly/reassembly ~~of a Historic Building~~ is not a common
7 practice in the preservation field; ~~if it~~ When disassembly/reassembly must be
8 undertaken, it ~~should~~ shall be done using recognized preservation methods.
- 9 c. ~~F.2.1~~ Measured drawings of the Structure or element to be disassembled/
10 reassembled ~~should~~ shall be completed.
- 11 d. ~~F.2.2~~ A thorough photographic survey of the ~~element or~~ interior and exterior
12 elevations as well as Architectural Detail s of the Structure ~~should~~ shall be
13 ~~made completed~~, including Site and location views from all compass points,
14 exterior elevations, interior elevations of each room, and elevations of each
15 basement and Attic wall. Standards for photographic documentation are
16 provided in the Design Review Process section of these Design Guidelines.
- 17 e. ~~F.2.3~~ Written plans detailing the disassembly and reassembly steps and
18 procedures ~~should~~ shall be completed and approved by the Planning and
19 Building Departments.
- 20 f. ~~F.3.1~~ In order to minimize loss of Historic fabric, Structures ~~should~~ shall be
21 disassembled in the largest workable pieces possible.
- 22 g. ~~F.3.2~~ To ensure accurate reassembly, all parts of the Building, Structure, or
23 element ~~should~~ shall be marked as they are systematically separated from
24 the Structure. Contrasting colors of paint or carpenter wax crayons ~~should~~
25 shall be used to establish a marking code for each component. The markings
26 ~~should~~ shall be removable or ~~should~~ shall be made on surfaces that will be
27 hidden from view when the Structure is reassembled.
- 28 h. ~~F.3.3~~ Important architectural features of a Historic Building or Structure
29 ~~should~~ shall be removed, marked, and stored before the Structure or element
30 of the Structure is disassembled.
- 31 i. ~~F.3.4~~ The process of disassembly of a Historic Building or Structure ~~should~~
32 shall be recorded through photographic, still or video, means; ~~still photograph~~
33 ~~or video~~.
- 34 j. ~~F.3.5~~ As each component of a Historic Building is disassembled, ~~its the~~
35 physical condition ~~should~~ shall be noted, particularly if it differs from the
36 condition stated in ~~the~~ pre-disassembly documentation. ~~If~~ When a ~~part~~
37 component is too deteriorated to remove, it ~~should~~ shall be carefully
38 documented— with photographs, and written notes on its dimensions, finish,
39 texture, color, etc. ~~---~~to facilitate accurate reproduction.

- 1 k. ~~F.4.1 The~~ Wall panels and roof surfaces ~~should~~ shall be protected with rigid
2 materials, such as sheets of plywood, ~~if~~ when there is ~~any~~ risk of damage ~~to~~
3 ~~these elements~~ during the disassembly-~~storage-~~reassembly process.
- 4 l. ~~F.4.2 The~~ Disassembled components—trim, windows, doors, wall panels, roof
5 elements, etc.--~~should~~ shall be securely stored on-Site in a storage trailer ~~on-~~
6 ~~Site or off-Site~~ in a garage/warehouse/trailer ~~off-Site~~ until needed for
7 reassembly.

8 2. Reassembly

- 9 a. ~~F.5.1~~ When reassembling ~~the a Historic Structure, its the~~ original orientation
10 and siting ~~should~~ shall be ~~approximated~~ replicated as closely as possible.
- 11 b. ~~F.5.2~~ New foundations and ~~any~~ additions ~~should~~ shall follow the Design
12 Guidelines established in earlier sections of these Design Guidelines—
13 ~~Additions and Relocation and/or Reorientation of Intact Building.~~

14 3. Reconstruction

- 15 a. ~~G.1~~ Reconstruction of a Historic Building ~~or Structure that exists in Park City~~
16 is allowed ~~if~~ when the Chief Building Official determines the Structure to be ~~a~~
17 hazardous or dangerous Building, pursuant to Section 115.1 116.5 of the
18 International Building Code or Abatement of Dangerous Buildings Code as
19 Adopted by the Park City Municipal Code, ~~AND~~ and when the Building cannot
20 be made safe and/serviceable through repair.
- 21 b. ~~G.2~~ Reconstruction ~~must~~ shall be guided by documentation and physical
22 evidence in order to facilitate ~~an~~ accurate re-creation.
- 23 c. ~~G.3~~ Reconstruction ~~should~~ shall not be based on conjectural designs or on-~~a~~
24 combinationss of different features from other Historic Buildings.
- 25 d. ~~G.4~~ Reconstruction ~~should~~ shall include recreating the documented design of
26 exterior features such as ~~the~~ roof shape, Architectural Detailing, windows,
27 entrances and porches, steps and doors, and ~~their~~ Historic spatial
28 relationships.
- 29 e. ~~G.5~~ A Reconstruction ~~should~~ shall include measures to preserve and reuse
30 ~~any~~ remaining Historic Materials found to be safe and/or serviceable.
- 31 f. ~~G.6~~ A reconstructed Building ~~should~~ shall accurately duplicate the
32 appearance of the Historic Building in materials, design, color, and texture.
- 33 g. ~~G.7~~ A reconstructed Building ~~should~~ shall duplicate the Historic Building, ~~but~~
34 ~~also~~ and shall reconstruct the setting, placement, and orientation of the
35 original Structure.
- 36 h. ~~G.8~~ A Reconstruction ~~should~~ shall re-establish the Historic relationship
37 between the Building or Buildings and Historic Site features.
- 38 i. ~~G.9~~ A Building may not be reconstructed on a location other than ~~its the~~
39 original site, unless approved by the Historic Preservation Board pursuant to
40 LMC 15-11-13.

15-13-5 Sustainability in Historic Buildings

A. Planning for Sustainability

1. An integrated sustainability team that includes a preservation professional should be assembled to ensure that the character and integrity of a Historic Building is maintained during any upGrades.
2. The condition of inherently-sustainable features of a Historic Building, such as shutters, storm windows, awnings, porches, vents, roof monitors, skylights, light wells, transoms and naturally-lit corridors, should be analyzed and included in energy audits and energy modeling before planning upGrades.
3. Methods to reduce energy use, such as installing fixtures and appliances that conserve resources, including energy-efficient lighting or energy-efficient lamps in existing light fixtures, low-flow plumbing fixtures, and sensors and timers that control water flow, lighting and temperature, should be identified before undertaking more invasive treatments that may negatively impact a Historic Building.
4. Sustainable improvements, beginning with minimally invasive treatments that are least likely to damage Historic Building material, should be prioritized.
5. ~~L.1 Owners are encouraged to~~ Maintaining a substantial percentage of original interior floors, walls and non-structural elements is encouraged.
6. ~~L.2~~ Construction and renovation waste should be diverted from landfill, prioritizing reuse or resell of materials, or delivery to recycling facilities.
7. ~~L.3 Retain~~ The inherent energy-conserving features of Historic Buildings and their sites, including shade trees, porches, operable windows, and transoms shall be retained.
8. ~~L.4 Increase~~ The thermal envelope of Historic Buildings should be improved by observing traditional practices such as weather-stripping and insulating.

B. Maintenance

1. Historic Buildings and Structures should be maintained on a regular basis in order to preserve Historic fabric and maximize operational efficiency.
2. Durable Historic Building materials should be retained, preserved and maintained.
3. Environmentally-friendly cleaning products that are Compatible with Historic finishes should be used.
4. Sustainable products and treatments, such as low-VOC paints and adhesives and lead-safe paint removal methods, should be used as much as possible when rehabilitating a Historic Building or Structure.

C. Windows and Doors

1. Windows and doors should be maintained on a regular basis to ensure they function properly and are completely operable.

2. Historic windows and doors should be retained and repaired when deteriorated.
3. Historic windows and doors should be weather-stripped and caulked, when appropriate, to make them weather tight.
4. Interior or exterior storm windows or panels and doors that are Compatible with existing Historic windows should be installed.
5. Compatible and energy-efficient replacement windows and doors that match the appearance, size, design, proportion, and profile of the existing Historic windows or doors and that are durable, repairable and recyclable, should be installed when existing windows are too deteriorated to repair.
6. Missing windows and doors should be replaced with new, energy-efficient windows or doors that are appropriate to the style of the Historic Building and that are durable, repairable and recyclable.
7. Historic steel windows, curtain-wall systems, and doors should be retrofitted to improve thermal performance without compromising the Historic character.
8. Existing Historic shutters and awnings should be retained, preserved and maintained. Newly installed shutters and awnings should be historically appropriate.
9. Historically-operable interior transoms should be repaired or reopened, when possible, to improve air flow and cross ventilation.

D. Weatherization & Installation

1. A variety of analytical tools, such as a comprehensive energy audit, blower door tests, infrared thermography, and energy modeling or daylight modeling should be used to gain an understanding of the Building's performance and potential before implementing any weatherization or retrofit treatments.
2. A weatherization plan should be developed based on the results of an energy analysis of a Building's performance and potential.
3. Infiltration should be eliminated, beginning with the least invasive and most cost-effective weatherization measures, such as caulking and weather-stripping, before undertaking more invasive weatherization measures.
4. The inherent thermal properties of a Historic Building's materials and the insulating needs for the specific climate and Building type should be understood before adding or changing insulation.
5. Unfinished spaces, such as Attic s, basements and Crawl Spaces, should be insulated before adding wall insulation.
6. The appropriate type of insulation and adequate ventilation should be used in unfinished spaces. Wet-spray or other spray-in insulation that is not reversible or may damage Historic Materials should not be used. Adding insulation in cavities that are susceptible to water infiltration is not appropriate.
7. Air infiltration should be reduced before adding wall insulation.

- 1 8. Appropriate wall insulation should be installed when necessary only after lower
2 impact treatments have been carried out.
- 3 9. Wall insulation that is not reversible and that may cause damage to Historic
4 Building material is not recommended. Insulation installed on the exterior of a
5 Historic Building which results in the loss of Historic Materials and may alter the
6 proportion and relationship of the wall to the Historic windows and trim is not
7 appropriate.
- 8 10. Historic trim that was removed to install insulation should be reinstalled.

9 **E. Heating, Ventilating, Air Conditioning (HVAC), and Air Circulation**

- 10 1. Functional and efficient HVAC systems should be retained and maintained.
- 11 2. Existing HVAC systems should be upGraded within normal replacement cycles to
12 increase efficiency and performance HVAC systems replaced prematurely when
13 existing systems are operating efficiently is not recommended.
- 14 3. When a new HVAC system is necessary, an energy-efficient system that takes
15 into account whole Building performance and retains the Historic character of a
16 Building and Site should be installed.
- 17 4. The efficiency of HVAC systems should be augmented, where appropriate, with
18 less intensive energy measures, such as programmable thermostats, Attic and
19 ceiling fans, and louvers and vents.
- 20 5. High efficiency, ductless air conditioners, which may be a more sensitive
21 approach than installing a new, ducted, central air-conditioning system that may
22 damage Historic Building material, should be retained or installed when
23 appropriate.
- 24 6. New mechanical ductwork should be installed sensitively or using a mini-duct
25 system so ducts are not visible from the exterior and do not adversely impacts
26 the Historic character of the interior space.
- 27 7. HVAC equipment should be placed where it will operate effectively and efficiently
28 and will be minimally visible and will not negatively impact the Historic character
29 of a Building or its site.
- 30 8. The performance of a HVAC system should be examined regularly to ensure that
31 the system is operating efficiently.
- 32 9. Whether a geothermal heat pump will enhance the heating and cooling efficiency
33 of a Building should be investigated before considering installation.

34 **F. Solar Energy Systems**

- 35 1. On-Site Solar Energy Systems should be considered only after implementing all
36 standard energy-efficiency treatments, which often have greater life-cycle cost
37 benefit than on-Site renewable energy, to improve the energy efficiency of a
38 Building.

2. Before considering Solar Energy Systems for a Historic Structure, it should be analyzed whether the technology can be used successfully and will benefit the Historic Building without compromising its character or the character of the Site or the surrounding Historic District.
3. A Solar Energy System should be installed in a Compatible location on a Site or on a non-Historic Building or addition where it will have minimal impact on the Historic Building and site.
4. A Solar Energy System should be installed on a Historic Building only after other locations have been investigated and determined infeasible.
5. A low-profile Solar Energy System should be installed on a Historic Building so the device is not visible or is minimally visible from the primary public right of way; for example, installation should be on a Flat Roof and set back to take advantage of a parapet or other roof feature to Screen solar panels from view, or on a secondary slope of a roof out of view from the primary public right of way.
6. A Solar Energy System on a Historic Building should be installed in a manner that does not damage Historic roofing material, does not negatively impact the Building's Historic character, and is reversible.
7. Solar Energy Systems should be installed horizontally – flat or parallel to the roof slope—to reduce visibility.

G. Cool Roofs and Green Roofs

1. Whether or not a Cool Roof or Green Roof is appropriate for a Historic Structure should be analyzed before being considered.
2. A Cool Roof or Green Roof should be installed on a flat-roofed Historic Building where it will not be visible from the primary public right of way and will not negatively impact the Building's Historic character.
3. Appropriate roofing materials and colors should be selected when putting a Cool Roof on a Historic Building. Installing a Cool Roof that is incompatible in material or color with the Historic Building is not appropriate.
4. A Historic Building must be able to structurally accommodate the added weight of a Green Roof. When increasing the weight-bearing capacity of a Historic Structure is necessary to accommodate a Green Roof, it should be done in a manner sensitive to the Historic character of the Structure.
5. Before installation of a Green Roof system, a Structure's roof should be water-tight, should drains properly and gutters and downspouts should function effectively.
6. When installing a Green Roof, a moisture-monitoring system should be included to protect the Historic Building from added moisture and accidental leakage.
7. A Green Roof should be vegetated with sustainable native plantings that are drought resistant and will not require excessive watering.

8. Vegetation for a Green Roof should be appropriately-scaled so not to grow so tall that the vegetation will be visible from the primary Right-of-Way and detract from the Building's Historic character.
9. When installing a Green Roof, a cistern and pump system should be considered to capture rainwater and minimize additional need for irrigation.

H. Site Features and Water Efficiency

1. Historic character-defining Site features should be respected when considering adding new sustainable features to the site.
2. Existing storm-water management features, such as gutters and downspouts, as well as Site topography and vegetation that contribute to the sustainability of the Historic Site, should be used to advantage.
3. Natural, sustainable features such as shade trees should be added to the site, when appropriate, to reduce cooling loads for the Historic Building. Existing natural features, such as shade trees or planting trees that may grow to encroach upon or damage the Historic Building should be removed.
4. Permeable paving should be used where appropriate on a Historic Site to manage storm water. Permeable paving may not be appropriate for all driveways and Parking Areas.
5. Consider avoiding paving up to a Building foundation in order to reduce heat island effect, Building temperature, and damage to the foundation and to facilitate storm-water runoff.
6. A Historic Site should be landscaped with native plants, when appropriate, to enhance the sustainability of the Site consistent with the Water Wise Landscaping review criteria set forth in 15-5-5(N).

I. Daylighting

1. Features, such as glazed doors and transoms common in Historic Structures, that provide natural light to corridors shall be retained.
2. Historic windows that have been blocked in should be reopened to add natural light and ventilation.
3. Skylights and dormers should be added on secondary roof elevations where they are not visible or are minimally visible so there is no impact negative to the Building's Historic character.
4. Automated daylighting controls that ensure adequate indoor lighting and allow for energy-saving use of daylighting should be installed on interior lighting systems.
5. New window openings should be added, where appropriate, on secondary and less visible façades to allow more natural light into a Historic Building.

15-13-6 Treatment of Historic Building Materials

A. Paint

1. Paint color is not regulated by the Design Guidelines.
2. When painting a Historic Structure, colors that are in keeping with the Structure's style and period should be considered. Along with material and physical differentiation, painting an addition to a Historic Structure a color different than the Historic Structure to visually differentiate the addition should be considered.
3. ~~B.7.1~~ Original materials such as brick and stone that ~~are~~ were traditionally left unpainted ~~should~~ shall not be painted. Materials, such as wood, that ~~are~~ were traditionally painted ~~should~~ shall have an opaque rather than transparent finish.
4. ~~B.7.2~~ A rustic, bare-wood look is generally not appropriate on Historic residential and commercial Structures, but may be appropriate on accessory Structures. A transparent or translucent ~~Provide a~~ weather-protective finish shall be applied to wood surfaces that were not historically painted.
5. ~~B.7.3~~ When possible, Low-VOC (volatile organic compound) paints and finishes should be used when possible.

B. Wood

Historically, wood was a popular material choice for siding, cornices, brackets, columns, balustrades, and other architectural features. These wood features, important in defining the Historic character of the Building or Structure, are therefore important to retain, repair, and protect.

See the Supplemental Design Guidelines for Historic Residential and Commercial Sites & Structures Specific Material Treatment recommendations.

C. Masonry

Historic masonry materials generally include stone, brick, terra cotta, and adobe. Mortar was used to bond masonry units together. Historic mortar was quite soft, consisting primarily of lime and sand; however, after 1880, Portland cement was added to create a more rigid bond. While masonry is among the most durable of Historic Building materials, it is also very susceptible to damage by improper maintenance and repair techniques and harsh or abrasive cleaning methods.

See the Supplemental Design Guidelines for Historic Residential and Commercial Sites & Structures Specific Material Treatment recommendations.

D. Architectural Metals

Architectural metal features may include cast iron facades, siding, porches, and steps. Sheet metal cornices, siding, roofs, roof cresting, and Storefronts are often found on Historic Buildings and Structures. These features may be important in defining the overall Historic character of a Building or Structure. Metals commonly

1 used in Historic Buildings and Structures include lead, tin, zinc, copper, bronze,
2 brass, iron, steel, nickel alloys, stainless steel, and aluminum.

3
4 See the Supplemental Design Guidelines for Historic Residential and Commercial
5 Sites & Structures Specific Material Treatment recommendations.

6 **15-13-6 Additional Guidelines**

7 **A. ADA in New Residential and Commercial Infill Buildings**

8 The Americans with Disabilities Act requires places of public accommodation to provide
9 access to their services and programs. In the case of Historic Buildings, the goal is to
10 achieve the highest level of accessibility with the lowest impact on the Historic
11 Structure.

- 12 1. ~~N.1~~ Barrier-free access ~~should~~ shall be provided that promotes independence for
13 the disabled to the highest degree practicable, while preserving the character-
14 defining features of Historic Buildings.
- 15 2. ~~N.2~~ Whenever possible, the appearance of accessibility ramps or elevators
16 ~~should~~ shall not significantly detract from the Historic character of the Building.
17 New or additional means of access shall be Compatible with the Historic Building
18 and its setting.
- 19 3. Ramps or other accessibility-related installations shall be single in design and as
20 unobtrusive as possible. They shall be constructed of concrete or wood and
21 painted in colors similar to that of the Historic Building.
- 22 4. ~~N.3~~ Historic doors that do not conform to Building and/or accessibility codes
23 should be rehabilitated to conform.

24 **B. Seismic Upgrades**

- 25 1. ~~M.1~~ The visual impact of exterior treatments associated with seismic upGrades
26 ~~should~~ shall be minimized so that it has the least impact on the Historic Building's
27 Historic integrity. Significant architectural features on the exterior of the Building
28 shall remain unchanged on facades and secondary elevations visible from the
29 primary public Right-of-Way.
- 30 2. Building materials used in seismic retrofitting shall be located on the interior
31 and/or placed where they do not obscure significant architectural features.

32 33 **15-13-7 Design Guidelines for New Residential Infill Construction in Historic** 34 **Districts**

35 **A. Universal Guidelines**

- 36 1. New infill residential Buildings ~~should~~ shall reflect the Historic character—simple
37 Building forms, unadorned materials, restrained ornamentation—of Park City's
38 Historic Sites.
- 39 2. New infill residential Buildings ~~should~~ shall not directly imitate existing Historic
40 Structures in Park City. Roof pitch, shape and configuration, as well as scale of

- Building elements found on Historic Sites may be duplicated, but Building elements such as moldings, cornice details, brackets, and porch supports ~~should~~ shall not be directly imitated. Reconstruction ~~s~~ of ~~non-surviving~~ non-surviving Historic Buildings ~~are~~ is allowed.
3. A style of architecture ~~should~~ shall be selected and all elevations of the new infill residential Building ~~should~~ shall be designed in a manner consistent with a contemporary interpretation of the ~~chosen~~ selected style. Stylistic elements ~~should~~ shall not simply be applied to ~~the~~ exteriors. Styles that never appeared in Park City ~~should~~ shall be avoided and styles that radically conflict with the character of Park City's Historic Sites ~~should~~ shall also be avoided. ~~Styles that never appeared in Park City should shall be avoided.~~
 4. New infill residential Buildings shall differentiate from Historic Structures but be Compatible with Historic Structures in materials, features, size, scale and proportion, and massing to protect the integrity of the Historic District as a whole. The massing of the new infill residential Buildings shall be further broken up into volumes that reflect the original massing of Historic Buildings; larger masses shall be located at the rear of the lot.
 5. Building and Site design ~~should~~ shall respect the existing topography, ~~the~~ character-defining Site features, including existing trees and vegetation, and ~~should~~ shall minimize cut, fill, and the use of retaining walls.
 6. Exterior elements ~~of the new development~~—roofs, entrances, eaves, chimneys, porches, windows, doors, steps, ~~retaining walls,~~ garages, etc.—of the new infill residential Building ~~should~~ shall be of human scale and ~~should~~ shall be Compatible with neighboring Historic Sites Structures.
 7. Scale and height of new infill residential Buildings ~~Structures~~ ~~should~~ shall follow the predominant pattern of the neighborhood with special consideration given to Historic Sites and respect the architecture of the neighborhood.
 8. ~~The~~ s Size and mass of ~~the~~ a Structure ~~should~~ shall be Compatible with the size of the ~~property~~ Site so that lot coverage, Building bulk, and mass are Compatible with Historic Sites in the neighborhood.
 9. New construction activity ~~should~~ shall not physically damage nearby Historic Sites.
 10. New infill residential Buildings shall reinforce visual unity within the context of the Historic District but also within the context of the block. The specific context of each block is an important feature of the Historic District. The context of each block shall be considered in its entirety, as one would see it when standing on the Street viewing both sides of the Street for the entire length of the block. Special consideration should be given to adjacent and neighboring Historic Sites in order to reinforce existing rhythms and patterns.
 11. Universal Design Guideline #11: New materials should reflect the character of the Historic District. Sustainable technology is constantly changing resulting in new alternative materials. New alternative materials may be reviewed by the

Design Review Team for compliance being judged on the following characteristics:

- Longevity (50 year lifespan)
- Energy performance
- Durable in this climate
- Environmental benefit (high recycled content, locally sourced)
- Compatibility with the character of the Historic District

B. Specific Guidelines

1. Site Design

a. Building Setback and Orientation

- (1.) ~~A.2.1~~ Lot coverage of new Buildings ~~should~~ shall be Compatible with the surrounding Historic Sites.
- (2.) ~~A.1.1 Locate Structures~~ shall be located on ~~the a~~ Site in a way that follows the predominant pattern of Historic Buildings along the Street , maintaining traditional setbacks, orientation of entrances, ~~and~~ alignment along the Street , and Open Space .
- (3.) The Historic town grid shall be preserved by retaining the formal Street pattern, maintaining Historic lot sizes rather than aggregating the Historic-sized lots into larger lots, and preserving the regular rhythm and pattern of lot sizes in a way that reinforces the perception of the grid.
- (4.) A new Building shall be oriented parallel to the site's lot lines, similar to that of Historic Building orientations. When similar Front Yard setbacks are characteristic of the neighborhood, a new Building's Façade shall be aligned with neighboring Buildings' facades. When a variety of Building setbacks is part of the Historic context, a new Building shall be located within the range of setbacks seen historically.
- (5.) New Buildings shall have a clearly defined primary entrance oriented toward the Street consistent with Historic Buildings in the Historic District. Entrances on the rear or side secondary or tertiary facades of a Building shall be clearly subordinate to the entrance on the primary façade.
- (6.) Side Yard setbacks similar to those seen historically in the neighborhood shall be established in order to reinforce the pattern of built and Open Space . The Historic rhythm of Building spacing in the immediate block shall be especially considered.

b. Topography and Grading

- (1.) The natural topography and original grading of a Site shall be maintained when feasible.

(2.) ~~A.4.1~~ Building and Site design ~~should~~ shall respond to natural features. New infill residential Buildings ~~should~~ shall step down/ or up to follow the existing contours of steep slopes.

(3.) ~~A.4.2~~ The A new site's natural Slope ~~should~~ shall be respected in a new Building design in order to minimize cuts into hillsides, minimize fill, and minimize retaining walls. ~~excavation should generally not exceed one-Story in depth.~~

c. Landscaping and Vegetation

(1.) Existing landscape features that contribute to the character of the Historic District and existing landscape features that provide environmental sustainability benefits shall be respected and maintained.

(2.) Established on-Site native plantings shall be maintained. During construction, established vegetation shall be protected to avoid damage. Damaged, aged, or diseased trees shall be replaced as necessary. Vegetation that may encroach upon or damage a new Building may be removed, but shall be replaced with similar vegetation near the original location.

(3.) A detailed landscape plan, particularly for areas viewable from the primary public Right-of-Way, which respects the manner and materials traditionally used in the Historic Districts, shall be provided. When planning for the long-term sustainability of a landscape system, all landscape relationships on the site, including those between plantings and between the Site and its Structure(s) shall be considered.

(4.) ~~A.5.1~~ Landscape plans ~~should~~ shall balance water efficient irrigation methods and drought tolerant and native plant materials with existing plant materials and Site features that contribute to the character of the Historic District.

(5.) Use to advantage storm water management features such as gutters, downspouts, Site topography, and vegetation that can improve the soil water retention and permeability of a site.

(6.) The use of Water Wise Landscaping or permaculture strategies for landscape design shall be considered in order to maximize water conservation. Where watering systems are necessary, systems that minimize water loss, such as drip irrigation, shall be used. These systems shall be designed to minimize their appearance from areas viewable from the primary public Right-of-Way.

d. Retaining walls

(1.) When feasible, a Site shall be contoured in a way that reduces the need for retaining walls. When retaining walls are necessary, the visual impact shall be minimized by creating gradual steps or tiers and by using perennial plant material. When a fence is to be placed on the top of a

1 retaining wall, the combined height shall be similar in scale to retaining
2 walls and fences seen historically.

3 (2.)New retaining walls shall be consistent with Historic retaining walls in
4 terms of mass, scale, design, materials, and scale of materials. Simple
5 board-formed concrete, stacked stone and other traditional materials are
6 recommended over concrete block, asphalt, or other modern concrete
7 treatments. Alternative materials may be considered but they shall convey
8 the general scale, texture, and character of Historic masonry walls.

9 (3.)Masonry shall be maintained in its natural finish. Applying paint, stain, or
10 stucco over stone or concrete retaining walls is not appropriate.

11 (4.)Traditional height and Setback of retaining walls along the Street shall be
12 maintained.

13 (5.)To abate retaining-wall failure, drainage behind retaining walls shall be
14 maintained so water drains away from the walls.

15 **e. Fences**

16 (1.)New fencing should reflect the style of the Building to which fencing is
17 associated when viewable from the primary public Right-of-Way . New
18 wood and metal fencing should reflect traditional designs and patterns.
19 Split or horizontal rail, railroad tie, or timber fencing may be located where
20 not visible from the primary public Right-of-Way but should be avoided
21 where visible from the primary public Right-of-Way . Vinyl or plastic-coated
22 fencing is not appropriate in the Historic District.

23 (2.)New fencing should be designed to minimize its environmental impacts.
24 New fencing should use sustainable material and should take into account
25 Site characteristics such as natural topography and drainage.

26 (3.)Drought-tolerant shrubs should be considered in place of a fence or wall.

27 (4.)Arbors emphasizing a fence, gate, or entry should be subordinate to the
28 associated Building(s) or Structure(s) and should complement the design
29 of the primary Structure and fencing material, features, size, scale, and
30 proportion.

31 **f. Paths, Steps, Handrails, & Railings (Not associated with porches)**

32 (1.)New paths and walkways should have a modest, unobtrusive appearance
33 in order to support the sense of a natural setting.

34 (2.)New hillside stairs and any associated railings or handrails shall be
35 visually subordinate to the associated Building(s) or Structure(s) in size,
36 scale, and proportion, and shall complement the Historic District in
37 material, size, scale, and proportion, and massing. To break up the mass
38 of longer-run stairs, changes in the materials of the stairs shall be
39 considered.

1 **g. Gazebos, Pergolas, and other Shade Structures**

- 2 (1.) The installation of gazebos, pergolas, and other shade Structures shall be
3 limited to rear or Side Yard s and shall have limited visibility when viewed
4 from the primary public Right-of-Way .
- 5 (2.) Gazebos, pergolas, and other shade Structures shall be visually
6 subordinate to the associated Building(s) or Structure(s) and shall
7 complement the design of the primary Structure in material, features, size,
8 scale, and proportion.

9 **h. Parking Areas & Driveways**

- 10 (1.) ~~D.1.1~~ Off-Street Parking Areas ~~should~~ shall be located within the Rear
11 Yard ~~;~~ and beyond the rear wall plane of the primary Structure when
12 feasible. ~~D.1.2~~ If When locating a Parking Area in ~~the a~~ Rear Yard is
13 ~~infeasible not physically possible~~, the off Street Parking Area and
14 associated vehicles should be visually buffered from adjacent properties
15 and the primary public Right-of-Way . Providing a driveway along the Side
16 Yard of a Site shall be considered when feasible.
- 17 (2.) ~~D.1.2~~ If locating a Parking Area in the Rear Yard is infeasible, the off
18 Street Parking Area and associated vehicles should be visually buffered
19 from adjacent properties.
- 20 (3.) ~~D.1.3~~ Parking Areas and vehicular access ~~should~~ shall be visually
21 subordinate to ~~the~~ character-defining Streetscape elements of the
22 neighborhood.
- 23 (4.) The visual impact of on-Site Parking shall be minimized by incorporating
24 landscape treatments for driveways, walkways, paths, and Structures in
25 comprehensive, complimentary and integrated design.
- 26 (5.) Landscape separations shall be provided between Parking Areas, drives,
27 service areas, and public use areas, like walkways, plazas, and vehicular
28 access points. When plant materials are used for Screening, they shall be
29 designed to function year-round.
- 30 (6.) When locating new Off-Street Parking Areas and driveways, the existing
31 topography of a Site and integral Site features shall be minimally
32 impacted.
- 33 (7.) When locating new Off-Street Parking Areas and driveways, the existing
34 topography of a Building Site and Significant Site features shall be
35 minimally impacted.
- 36 (8.) ~~D.3.1~~ Ten (10) foot wide driveways are encouraged; however, new
37 driveways should shall not exceed twelve (12) feet in width. ~~D.3.2~~ Shared
38 ~~vehicular approaches—curb cuts and driveways—should~~ driveways shall
39 be used when feasible.
- 40 (9.) Textured and poured paving materials other than smooth concrete shall
41 be considered for driveways that are visible from the primary public Right-

1 of-Way . Permeable paving may not be appropriate for all driveways and
2 Parking Areas.

3 (10.) Consider avoiding paving up to the Building foundation in order to
4 reduce heat-island effect, Building temperature, damage to the foundation,
5 and storm-water runoff problems.

6 (11.) Snow storage from driveways shall be provided on site.

7 8 **2. Primary Structures**

9 **a. Mass, Scale & Height**

10 (1.) ~~B.1.1 The size of a new Building,~~ The size and mass of a new residential
11 infill Building its mass in relation to Open Space s, ~~should~~ shall be visually
12 Compatible with the surrounding adjacent Historic Buildings and Historic
13 Structures in the surrounding Historic Sites District.

14 (2.) Buildings that utilize traditional Building forms – rectangular, cross-wing,
15 pyramid-roof – are encouraged.

16 (3.) Historic height, width, and depth proportions that are important in creating
17 Compatible infill and maintaining the Historic mass and scale of the
18 Historic District shall be maintained.

19 (4.) Building features such as upper Story windows, porches, and first floor
20 bays shall be aligned with similar Historic Building features in the
21 neighborhood. Generally, these elements should align in relation to the
22 topography allowing these elements to “step up” or “step down” the block.

23 (5.) The perceived scale of new Buildings shall respect the scale established
24 by Historic Buildings in the character zone. Abrupt change of scale in the
25 character zone is inappropriate, especially when a new, larger Building
26 would directly abut smaller Historic Buildings.

27 (6.) A larger Building shall be divided into ‘modules’ that reflect the mass,
28 scale, proportions, and size of Historic Buildings in the Historic District.
29 Modules shall be clearly expressed throughout the entire Building and a
30 single form shall remain the dominant element so the overall mass does
31 not become too fragmented. To minimize the scale perceived from the
32 primary public Right-of-Way , stepping down the mass of a larger Building
33 shall be considered.

34 (7.) ~~B.1.3~~ Larger-scaled projects should shall also include variations in roof
35 height in order to break up the form, mass and scale of the overall
36 Structure.

37 (8.) ~~B.1.8~~ Buildings constructed on lots greater than 25 feet wide should shall
38 be designed so that the facades visible from the primary public Right-of-
39 Way reinforce the rhythm along the Street in terms of traditional Building
40 width, Building-depth, and patterns within the façade.

- (9.) ~~B.1.7~~ Regardless of lot frontage, the Front Façade ~~should~~ shall be Compatible with the width of surrounding Historic Buildings. The greater width of ~~the Structure should~~ a Building shall be set back significantly from the plane of the primary façade. The width of a new Building shall not appear to be appreciably greater than Historic Buildings in the neighborhood. Modules on a Front Façade should generally not exceed be between-eleven (11) feet to twenty-five (25) feet in width.
- (10.) ~~B.1.2~~ When the overall length of a new Structure is greater than ~~those that~~ seen historically, ~~it should~~ the design shall employ methods—changes in wall plane, roof heights, use of modules, etc. ~~---~~ to diminish the visual impact of the overall Building mass, form and scale.
- (11.) ~~B.1.5~~ New Buildings ~~should~~ shall not be significantly taller or shorter than ~~surrounding Historic Buildings.~~ adjacent Building with special consideration given to surrounding Historic Buildings.
- (12.) Primary facades shall be limited to one to two stories in height. (Generally, Historic residential facades are about 15 to 20 feet in height from top of the foundation to the top of the gable.)
- (13.) Variation in Building Height may be considered regarding topography. Hillside for a backdrop for taller Buildings, minimizing their perceived height, therefore it may be appropriate for taller Building masses to be located on steeper slopes. The facades of taller Buildings shall still express a human scale.
- (14.) Beyond the primary façade, the average perceived scale of one-Story to two-Story Buildings shall be maintained. As a means of minimizing the perceived mass of a project, breaking up the height of the Building into a set of modules or components that relate to the height of the Buildings along the Street front shall be considered.
- (15.) Secondary and tertiary elevations may be taller than the established norm when the change in scale cannot be perceived from ~~designated vantage points including~~ the cross-canyon view. This may be appropriate when taller portions will not be seen from a primary public right-of-way.
- (16.) ~~B.1.4~~ Taller portions of Buildings ~~should~~ shall be constructed so as to minimize obstruction of sunlight to adjacent yards and ~~rooms~~ windows.

b. Foundation

- (1.) ~~B.2.1~~ Generally, no more than two (2) feet of the new foundation should be visible above finished Grade when viewed from the primary public right-of-way. (Exception in the event the garage must be located under primary living space, as is often the case with standard 25'x75' lots).
- (2.) Foundation materials shall be simple in form and minimally visible above Grade when viewed from the primary public Right-of-Way . Acceptable foundation materials may include stone and concrete, wood lattice e and

vertical boards. Distinction between foundation and wall material shall be clearly defined. Clapboard siding shall not extend to the ground.

- (3.) ~~B.2.1~~ A Site shall be returned to original Grade following construction of a foundation. When original Grade cannot be achieved, no more than two (2) feet of the new foundation shall be visible above final.
- (4.) A Site shall be re-Graded so as to blend with the Grade of adjacent sites and not create the need for incompatible retaining walls.
- (5.) A Site shall be re-Graded so all water drains away from the Structure and does not enter the foundation.

c. Doors

- (1.) ~~B.2.8 Ratios of openings to solid that are Compatible with surrounding Historic Buildings should be used. The Historic pattern of principal doorways along the Street shall be maintained. All Buildings that face the Street shall have a well-defined front~~ primary entrance.
- (2.) ~~B.2.9 Windows and New~~ doors shall be similar in location, size, and material to those seen traditionally in the Historic District. Doors ~~should~~ shall be ~~proportional to the scale and style Compatible with the style of both the new Building and be Compatible with the~~ historically Buildings in the ~~neighborhood~~ Historic District.
- (3.) Doors shall be designed and finished with trim elements similar to those used historically.

d. Windows

- (1.) ~~B.2.8 Ratios of openings to solid~~ solid-to-void that are Compatible with surrounding Historic Buildings ~~should~~ shall be used. ~~Large expanses of glazing are inappropriate on residential Structures. Large glass surfaces shall be divided into smaller windows that are in scale with those seen historically. To maximize views, non-Historic window patterns may be considered on tertiary facades; however, the overall ratio of solid-to-glass shall still be respected.~~
- (2.) ~~B.2.9 Windows shall be Historic size and shall relate to the human scale of the Historic District. Windows and doors should~~ shall be proportional to the scale and style of the Building and ~~shall~~ be Compatible with the historically Buildings in the ~~neighborhood~~ Historic District.
- (3.) The placement and grouping of windows shall be similar to those seen historically.
- (4.) Windows with vertical emphasis are encouraged. The general rule is the height shall be twice the dimension of the width (commonly referred to as 2:1 ratio). Double-hung, vertically proportioned windows similar to those used historically are particularly encouraged. Windows with traditional depth and trim are preferred.

- (5.) The number of different window sizes and styles on a Building or Structure shall be limited.
- (6.) Wood or metal windows similar to those used historically are preferred but aluminum-clad wood windows are also appropriate. Vinyl and aluminum windows are inappropriate.
- (7.) New glazing shall match the appearance of Historic glazing and/or shall be clear. Metallic, frosted, tinted, stained, textured, and reflective finishes are generally inappropriate for glazing on the primary façade.
- (8.) Window muntins shall be true divided lights or simulated divided lights on both sides of the glass. Snap-in muntins are inappropriate.

e. Roofs

- (6.) ~~B.2.2~~ Roofs of new residential infill Buildings ~~should~~ shall be visually Compatible with ~~the~~ roof shapes and orientation of surrounding Historic Sites and adjacent Buildings that contribute to the character of the Historic District. Sloping of Roof Forms, such as gable, hip, and shed, should be the dominant roof shapes. Roofs composed of a combination of roof planes, but simple in form, are also encouraged. Roofs shall be in scale with those on Historic Structures.
- (7.) ~~B.2.3~~ Roof pitch ~~should~~ shall be consistent with the style of architecture chosen for the Structure and with ~~the surrounding Historic Sites adjacent Buildings that contribute to the character of the Historic District, with~~ special consideration given to Historic Sites.
- (8.) The alignment that is created by similar heights of primary roofs and porches among Historic Buildings shall be maintained. This similarity of heights in Building features contributes to the visual continuity along the Streetscape .
- (9.) ~~B.2.4~~ Roofs ~~should~~ shall be designed to minimize snow shedding onto adjacent properties and/or pedestrian paths. Crickets, saddles, or other snow-guard devices shall be placed so they do not significantly alter the form of the roof as seen from the primary public Right-of-Way .
- (10.) New roof features, such as photovoltaic panels (solar panels), skylights, ventilators, and mechanical or communication equipment shall be visually minimized from the primary public Right-of-Way so as not to compromise the architectural character of the Structure. Roof-mounted features like photovoltaic panels (solar panels) and skylights should be installed parallel to the roof plane when feasible.
- (11.) Roof materials should appear similar to those seen historically. Asphalt shingles may be considered. Metal sheeting or standing seam metal roofs with a baked-on paint finish and galvanized or rusted steel sheeting are generally appropriate. Roofs shall have matte finishes to

1 minimize glare. B.1.4 Roof colors ~~should~~ shall be neutral and muted and
2 materials ~~should~~ shall not be reflective.

- 3 (12.) Overhanging eaves, use of bargeboards, soffits, fascia boards,
4 brackets, and boxed eave returns that are consistent with the style of the
5 architecture of the new Building and that are Compatible with surrounding
6 Buildings shall be incorporated.

7 **f. Dormers**

- 8 (1.) If used, dormers shall be modest in size and fit the scale of the house and
9 the Roof Form . The number and size of dormers shall be limited on a
10 roof, such that the primary Roof Form remains prominent. Dormers shall
11 be used with restraint, in keeping with the simple character of Buildings in
12 Park City.
- 13 (2.) Dormers shall be visually minimized from primary public Right-of-Way .
14 Gabled, hipped, or shed dormers are appropriate for most Structures and
15 shall be in keeping with the character and scale of the Structure.
- 16 (3.) Dormers shall be Setback from the main wall of the Building.
- 17 (4.) A new dormer shall be lower than the primary ridge line of the associated
18 Roof Form and set in from the eave of the Building.

19 **g. Gutters and Downspouts**

- 20 (1.) Downspouts shall be located away from architectural features and shall be
21 visually minimized when viewed from the primary public Right-of-Way .

22 **h. Chimneys & Stovepipes**

- 23 (1.) Chimneys shall not be covered with non-traditional materials.
- 24 (2.) Chimneys and stove pipes shall be of a size, scale, and design that are
25 appropriate to the character and style similar to those found historically.
26 Chimneys and stovepipes shall be visually minimized when viewed from
27 primary public Right-of-Way .

28 **i. Porches**

- 29 (1.) ~~B.2.10 Porches should be incorporated into new construction when the~~
30 ~~Historic Sites in the neighborhood establish the pattern for this entry type~~
31 Porches shall be used to define front entrances. Porches typically cover
32 the entrance, and usually extend partially or fully across the main façade.
33 Over-scaled, monumental and under-scaled entries shall be avoided.
- 34 (2.) ~~B.2.11 Porches~~ on primary and secondary facades ~~should~~ shall be
35 Compatible with ~~the~~ a building's Building's style and ~~should~~ shall respect
36 the scale and proportions found on Historic Buildings in the neighborhood.
37 ~~Over-scaled, monumental and under-scaled entries should be avoided.~~
- 38 (3.) The height of porch Decks shall be similar to those found on Historic
39 Building(s) in the Historic District.

(4.) Locate porches on new infill construction in a way that follows the predominant pattern of Historic porches along the Street , maintaining traditional setbacks, orientation of entrances, and alignment along the Street to reinforce the visual rhythm of the Buildings and Site elements in the neighborhood.

(5.) The height of porch Decks shall be similar to those found on Historic Building(s) in the Historic District.

(6.) Porch columns and railings shall be simple in design and utilize square or rectangular shapes. If balusters are used, they should be no more than two inches square. Columns should be a minimum of size inches and a maximum of eight inches square.

j. Architectural Features

(1.) Simple ornamental trim and decoration is in character with Historic architectural ornamentation and is encouraged. Traditional locations for architectural ornamentation are porches and eaves. Other details, like eave depth, mullions, corner boards, and brackets, that lend character to Historic Buildings shall be considered.

3. Mechanical and Utility Systems and Service Equipment

a. Mechanical and/or utility equipment, including heating and air conditioning units, meters, and exposed pipes, shall be located on the back of the Building or in another inconspicuous location. When located on a secondary façade, the mechanical and/or utility equipment shall be located beyond the midpoint of the Structure if feasible and visual impact of the equipment shall be minimized by incorporating it as an element of the Building or landscape design.

b. Ground-level equipment shall be Screened from view using landscape elements such as fences, low stone walls, or perennial plant materials.

c. Low-profile rooftop mechanical units and elevator penthouses that are not visible from the primary public Right-of-Way shall be used. When this is not possible, rooftop equipment shall be set back or Screen from all views. Placement of rooftop equipment shall be sensitive to views from upper floors or neighboring Buildings.

d. New communications equipment such as satellite dishes or Antennae shall be visually minimized when viewed from the primary public Right-of-Way .

e. Service equipment and trash containers shall be Screened. Solid wood or masonry partitions or hedges shall be used to enclose trash areas.

4. Materials

a. ~~B.2.5 Materials~~ Building materials should shall be Compatible in scale, proportion, texture, finish and color to those materials used on Historic Sites in the neighborhood on Historic Structures in the Historic District. The

dimensions of masonry units, wood siding, and other Building materials shall be similar to those used historically.

b. The primary siding material for new Structures shall appear similar to those on Historic Structures in the neighborhood. Historically, the most common material on primary Structures was painted horizontal lap siding with a reveal between 6 to 8 inches. Secondary Structures such as barns and sheds typically had siding of unpainted wood (horizontal lap or vertical board and batten) or corrugated metal panels.

c. ~~B.2.6-M Building materials, especially stone and masonry, should be used~~ shall be applied in the manner similar to that they were used historically. Typically, a 'hierarchy' of Building materials should be used, with heavier, more durable materials for foundations and more refined materials above foundations. Building materials, especially masonry, shall be used in the manner they were used historically.

d. ~~B.2.7 Synthetic Building materials such as fiber cement or plastic-wood composite siding, shingles, and trim should shall~~ not be used unless ~~1)~~ the materials are made of a minimum of 50% recycled and/or reclaimed materials and ~~2)~~ the applicant can demonstrate that use of the materials will not diminish the Historic character of the neighborhood by providing a sample of the material to the Planning Department for approval. Vinyl and aluminum siding are not appropriate in the Historic District.

e. If synthetic materials are proposed, the synthetic material shall have a similar appearance and profile to Historic siding and trim materials. Synthetic materials shall be applied as traditional materials were historically; it is not appropriate to introduce artificial patterns.

5. Paint and Color

a. Paint color is not regulated by the Design Guidelines.

b. ~~B.7.1 Original materials such as brick and stone that are traditionally was historically~~ left unpainted ~~should shall~~ not be painted. Materials, such as wood, that are traditionally painted ~~should shall~~ have an opaque rather than transparent finish.

c. ~~B.2.12 Original material such as brick and stone that was historically left unpainted shall not be painted. Exterior surfaces Materials, such as wood,~~ that are traditionally painted ~~should shall~~ have an opaque rather than transparent finish.

d. ~~B.2.13 Rustic, unfinished wood siding is generally not appropriate on houses, but may be appropriate on accessory Structures or additions to non-Historic Buildings. Provide a~~ A transparent or translucent weather-protective finish shall be applied to wood surfaces that were not historically painted.

e. ~~B.2.14 When possible, L~~ Low-VOC (volatile organic compound) paints and finishes should be used when possible.

6. Garages

a. Garages: General Compatibility

- (1.) ~~D.2.2~~ If the lot size dictates that the garage must be located above, below, or adjacent to the primary living space, its visual impact should be minimized.
- (2.) ~~D.2.3~~ Single ~~width~~ car wide tandem garages are encouraged recommended. Side-by-side Parking configurations are strongly discouraged; if used, they ~~should~~ shall be visually minimized when viewed from the primary public Right-of-Way .
- (3.) Garages featuring a side-by-side Parking configuration shall maintain a 2 foot horizontal offset in the front wall plane.
- (4.) ~~D.2.4~~ Single vehicle garage doors ~~that do not exceed 9'x9'~~ are recommended not greater than 9 feet wide by 9 feet high shall be used to access the garage. Glazing on garage doors shall be limited to no more than 30% of garage door.
- (5.) ~~D.2.5~~ Carports ~~should~~ shall be avoided.

b. Scenario 1: Detached Garages

- (1.) ~~D.2.1~~ Garages ~~should~~ shall be constructed as detached or semi-detached Structures and located beyond the side-yard midpoint of the Building ~~in the Side Yard~~ or within the Rear Yard when feasible.
- (2.) ~~D.2.3~~ Single ~~width~~ car wide tandem garages are encouraged recommended. Side-by-side Parking configurations are strongly discouraged; ~~if~~ when used, they ~~should~~ shall be visually minimized when viewed from the primary public Right-of-Way .
- (3.) Garages featuring a side-by-side Parking configuration shall maintain a 2 foot horizontal offset in the front wall plane.
- (4.) ~~D.2.4~~ Single vehicle garage doors ~~that do not exceed 9'x9'~~ are recommended not greater than 9 feet wide by 9 feet high shall be used to access the garage. Glazing on garage doors shall be limited to no more than 30% of garage door.
- (5.) ~~D.2.5~~ Carports should be avoided.
- (6.) Detached garages shall be subordinate to the pedestrian entrance of the house. Where excavation is required for access to the garage, the pedestrian entrance should still be clearly articulated.

c. Scenario 2: Basement Level Attached Or Detached Garages

- (1.) When construction of a detached garage is not feasible, a basement level garage may be considered, particularly on uphill lots.
- (2.) A basement garage shall not extend beyond the exterior wall planes of a Structure's primary or secondary facades.

- (3.) In limited situations, Site setbacks and topography may allow for a projecting garage without adversely affecting the Historic character of the Streetscape . In these cases, a stepped design with associated Site grading and a landscaping plan may be considered.
- (4.) The vertical Façade of a basement garage that is visible from the primary public Right-of-Way shall be visually minimized. It is preferred that the garage opening be set back from the wall plane of the primary Structure in order to diminish the presence of the garage.
- (5.) Window or egress wells, when needed, shall not be located on the primary façade. Window or egress wells shall be located beyond the midpoint of the secondary facades, on the rear ~~tertiary~~ elevation, or in a location that is not visible from the primary public Right-of-Way .
- (6.) After construction of a basement garage, a Site shall be re-Graded to approximate the grading prior to the new construction.
- (7.) A single-vehicle garage door not greater than 9 feet wide by 9 feet high shall be used to access a basement garage addition.
- (8.) Single-width car wide tandem garages are recommended. Side-by-side Parking configurations are strongly discouraged; if used, they shall be visually minimized when viewed from the primary public Right-of-Way .
- (9.) Garages featuring a side-by-side Parking configuration, at a minimum, shall maintain a two (2) foot horizontal offset in the wall plane between the two garage doors.

d. Scenario 3: Attached Garages

- (1.) When construction of a detached garage is not feasible, an attached garage may be considered.
- (2.) A single-vehicle garage door not greater than 9 feet wide by 9 feet high shall be used to access a garage addition.
- (3.) Single car wide tandem garages are recommended. Side-by-side Parking configurations are strongly discouraged; if used, they shall be visually minimized when viewed from the primary public Right-of-Way .
- (4.) Garages featuring a side-by-side Parking configuration shall maintain a 2 foot horizontal offset in the front wall plane.
- (5.) Garages shall be subordinate to the pedestrian entrance of the house. Where excavation is required for access to the garage, the pedestrian entrance should still be clearly articulated. When excavation is not required, the pedestrian entrance shall be proud of the garage wall plane.

7. Deck s

- a. Decks shall be constructed in inconspicuous areas where visually minimized from the primary public Right-of-Way , usually on the rear elevation ~~tertiary~~ façade. When built on a side elevation ~~secondary~~ Façade of a new Structure,

a Deck should be Screened from the primary public Right-of-Way with fencing and/or appropriate native landscaping.

b. The visual impact of a Deck should be minimized by limiting its size and scale. Introducing a Deck that visually detracts from a new Structure, or substantially alters a site's proportion of built area to Open Space is not appropriate.

c. Decks and related steps and railings shall be constructed of materials and in styles that are Compatible with the Structure to which they are attached as well as with the character of the Historic District as a whole.

d. Decking materials such as fiber cement or plastic-wood composite floor boards shall not be used unless they are made of a minimum of 50% recycled and/or reclaimed materials.

e. Significant Site features, such as mature trees, shall be protected from damage during the construction of a Deck by minimizing ground disturbance and by limiting use of heavy construction equipment.

8. Balcony & Roof Deck s

a. New balconies and roof Decks shall be visually subordinate to the new Building and shall be minimally visible from the primary public Right-of-Way .

b. A new Balcony shall be simple in design and Compatible with the character of the Historic District. Simple wood and metal designs are appropriate for residential Structures. Heavy timber and plastics are inappropriate materials.

c. A roof Deck shall be visually minimized when viewed from the primary public Right-of-Way .

9. New Accessory Structures

a. ~~H.1~~ New accessory Structures should generally be located at the rear of the lot. New accessory Structures on flat or downhill sites shall generally be located in the Rear Yard , unless located in a character zone with similar development patterns.

b. New accessory Structures may be located at the Street front when a pattern of Front Yard Historic accessory Structures has been established along the Street , and when the proposed placement of the accessory Structure does not create a danger or hazard to traffic by obstructing the view on the Street .

c. Accessory Structures (such as sheds and detached garages) shall be subordinate in scale to the primary Structure.

10. Additions to Existing Non-Historic Structures

a. An addition shall complement the visual and physical qualities of the existing Structure.

b. An addition shall be visually subordinate to the existing Structure and shall be Compatible with the scale of the Historic Buildings and Structures in the

neighborhood. When the combined effects of the addition's footprint, height, mass, and scale are such that the overall size of the addition is larger than the existing Structure, the volume of the addition shall be broken into modules that reflect the scale of those components seen on the existing Structure. Multiple modules are encouraged to add articulation and architectural interest.

- c. Components and materials used on additions shall be similar in scale and size to those found on the existing Structure.
- d. Windows, doors, and other features on a new addition shall be designed to be Compatible with the existing Structure and surrounding Historic Sites. Windows, doors, and other openings shall be of sizes and proportions similar to those found on the Building as well as those found on Historic Structures in the Historic District. When using new window patterns and designs, those elements shall respect the typical Historic character and proportions of windows on adjacent Historic Structures. Also, the solid-to-void relationships and detailing of an addition shall be Compatible with the existing Structure and with Buildings in the Historic District.

11. Reconstruction of Non-Surviving Structures

- a. ~~C.1~~ Reconstruction of a documented but non-surviving Historic Structure that ~~once~~ existed in Park City is allowed when no existing Building in Park City with the same historical Significance has survived.
- b. ~~C.2~~ Reconstruction may be allowed when documentary and physical evidence is available to facilitate an accurate ~~re-creation~~ Reconstruction.
- c. ~~C.3~~ Reconstruction ~~should shall~~ not be based on conjectural designs or on a combination of different features from other Historic Buildings.
- d. ~~C.4~~ Reconstruction ~~should shall~~ include recreating the documented design of exterior features such as the roof shape, Architectural Detailing, windows, entrances and porches, steps and doors, and their Historic spatial relationships.
- e. ~~C.5~~ A reconstructed Building ~~should shall~~ accurately duplicate the appearance of the non-surviving Historic property in materials, design, color, and texture.
- f. ~~C.6~~ A reconstructed Building ~~should shall~~ duplicate the Building, but also the setting, placement, and orientation of the non-surviving Structure.
- g. ~~C.7~~ A Reconstruction ~~should shall~~ re-establish the Historic relationship between the Building(s) ~~or Buildings~~ and Historic Site features.
- h. ~~C.8~~ A Building may not be reconstructed on a location other than its original site.
- i. A Building may not be reconstructed on a location other than its original site.

15-13-8 Design Guidelines for Historic Commercial Infill Construction

C. Universal Design Guidelines

1. New infill commercial Buildings ~~should~~ shall reflect the Historic character—simple Building forms, unadorned materials, restrained ornamentation—of Park City's Historic Sites.
2. New infill commercial Buildings ~~should~~ shall not directly imitate existing Historic Structures in Park City. Roof pitch, shape and configuration, as well as scale of Building elements found on Historic Sites may be duplicated, but Building elements such as moldings, cornice details, brackets, and porch supports ~~should~~ shall not be directly imitated. Reconstruction s of non-~~surviving~~ surviving Historic Buildings are allowed.
3. A style of architecture ~~should~~ shall be selected and all elevations of the infill commercial Building ~~should~~ shall be designed in a manner consistent with a contemporary interpretation of the ~~chosen~~ selected style. Stylistic elements ~~should~~ shall not simply be applied to the exterior. ~~Styles that never appeared in Park City should be avoided.~~ Styles that radically conflict with the character of Park City's Historic Sites ~~should~~ shall ~~also~~ be avoided. Styles that never appeared in Park City shall be avoided.
4. New infill commercial Buildings shall differentiate from Historic Structures but shall be Compatible with Historic Structures in materials, features, size, scale, and proportion, and massing to protect the integrity of the Main Street Historic District as a whole. The massing of new infill commercial Buildings shall be further broken up into volumes that reflect the original massing of Historic Buildings; larger masses shall be located at the rear of the site.
5. Building and Site design ~~should~~ shall respect the existing topography, and character-defining Site features, (including existing trees and vegetation~~)~~ and ~~should~~ shall minimize cut, fill, and the use of retaining walls.
6. Exterior elements ~~of the new development~~—roofs, entrances, eaves, chimneys, porches, windows, doors, steps, retaining walls, garages, etc.— ~~should~~ shall be of human scale and ~~should~~ shall be Compatible with neighboring Historic Sites.
7. Scale and height of new infill commercial Structures ~~should~~ shall follow the predominant pattern of the neighborhood with special consideration given to Historic Sites and respect the architecture of the neighborhood.
8. ~~The~~ Size and mass of ~~the a~~ Structure ~~should~~ shall be Compatible with the size of the property Site so that ~~lot~~ Site coverage, and Building bulk, and mass are Compatible with Historic Sites in the neighborhood.
9. New construction activity ~~should~~ shall not physically damage nearby Historic Sites.
10. New infill commercial Buildings shall reinforce visual unity within the context of the Historic District but also within the context of the block. The specific context of each block is an important feature of the Historic District. The context of each

1 block shall be considered in its entirety, as one would see it when standing on
2 the Street viewing both sides of the Street for the entire length of the block.
3 Special consideration should be given to adjacent and neighboring Historic Sites
4 in order to reinforce existing rhythms and patterns.

5 11. Universal Design Guideline #11: New materials should reflect the character of
6 the Historic District. Sustainable technology is constantly changing resulting in
7 new alternative materials. New alternative materials may be reviewed by the
8 Design Review Team for compliance being judged on the following
9 characteristics:

- 10 • Longevity (50 year lifespan)
- 11 • Energy performance
- 12 • Durable in this climate
- 13 • Environmental benefit (high recycled content, locally sourced)
- 14 • Compatibility with the character of the Historic District
- 15

16 D. Specific Design Guidelines

17 1. Site Design

18 a. Setback and Orientation

- 19 (1.) A.2.1 Lot Site coverage of new infill commercial Buildings ~~should~~ shall be
- 20 Compatible with the ~~surrounding~~ adjacent and neighboring Historic Sites.
- 21 (2.) A.1.1 Locate Structures ~~shall be located~~ on ~~the a~~ Site in a way that follows
- 22 the predominant pattern of Historic Buildings along the Street , maintaining
- 23 traditional setbacks, orientation of entrances, and alignment along the
- 24 Street .
- 25 (3.) The Historic town grid shall be preserved by retaining the formal Street
- 26 pattern, maintaining Historic lot sizes rather than aggregating Historic-
- 27 sized lots into larger lots, and preserving the regular rhythm and pattern of
- 28 lot sizes in a way that reinforces the perception of the grid.
- 29 (4.) A new Building shall be oriented parallel to the site's lot lines similar to that
- 30 of Historic Building orientations.—MSNC6. New Buildings, in general,
- 31 ~~should~~ shall be constructed in line with adjacent Historic Structures and
- 32 ~~should~~ shall avoid large setbacks that disrupt the continuity of the Historic
- 33 Street wall.
- 34 (5.) Side Yard setbacks similar to those seen historically in the neighborhood
- 35 shall be established in order to reinforce the pattern of built and Open
- 36 Space . The Historic rhythm of the Building spacing of the adjacent and
- 37 neighboring Historic Buildings as well as the immediate block shall be
- 38 especially considered.
- 39 (6.) New commercial infill Buildings shall have a clearly defined primary
- 40 entrance oriented toward the Street consistent with Historic Buildings in
- 41 the Historic District. Entrances on the rear or side secondary or tertiary

facades of a Building shall be clearly subordinate to the entrance on the primary façade.

b. Topography and Grading

(1.)The natural topography and original grading of a Site shall be maintained when feasible.

(2.)~~A.4.1~~ Building and Site design ~~should~~ shall respond to natural features. New Buildings ~~should~~ shall step down/ or up to follow the existing contours of steep slopes.

(3.)~~A.4.2~~ The A new site's natural Slope ~~should~~ shall be respected in a new Building design in order to minimize cuts into hillsides, minimize fill, and minimize retaining walls; ~~excavation should generally not exceed one-Story in depth.~~

c. Landscaping and Vegetation

Historically, commercial Buildings were built to setbacks and did not include Open Space areas for landscaping. Please see Design Guidelines for Infill Residential Buildings for specific guidelines regarding Retaining Walls; Fences; Paths, Steps, Handrails & Railings (Not associated with Porches); and Gazebos, Pergolas, and other Shade Structures.

While many new commercial infill projects may not require landscaping, if built to setbacks, those that have space for landscaping shall comply with the following Design Guidelines:

(1.)Existing landscape features that contribute to the character of the Historic District and existing landscape features that provide environmental sustainability benefits shall be respected and maintained.

(2.)Established on-Site native plantings shall be maintained. During construction, established vegetation shall be protected to avoid damage. Damaged, aged, or diseased trees shall be replaced as necessary. Vegetation that may encroach upon or damage a new Building may be removed, but shall be replaced with similar vegetation near the original location.

(3.)A detailed landscape plan, particularly for areas viewable from the primary public Right-of-Way, that respects the manner and materials traditionally used in the Historic District shall be provided. When planning for the long-term sustainability of a landscape system, all landscape relationships on the site, including those between plantings and between the Site and its Structure(s) shall be considered.

(4.)~~A.5.1~~ Landscape plans ~~should~~ shall balance water efficient irrigation methods and drought tolerant and native plant materials with existing plant materials and Site features that contribute to the character of the Historic District.

(5.)Storm water management features such as gutters and downspouts as well as Site topography and vegetation that can improve the environmental sustainability of a Site shall be used to advantage.

(6.)The use of **Water Wise Landscaping** or permaculture strategies for landscape design shall be considered in order to maximize water efficiency. Where watering systems are necessary, systems that minimize water loss such as drip irrigation shall be used. These systems shall be designed to minimize their appearance from areas viewable from the primary public Right-of-Way .

d. Sidewalks, Plazas, and Other Street Improvements

(1.)All Streetscape elements should work together to create a coherent visual identity and public space. The visual cohesiveness and Historic character of a Site shall be maintained through the use of complementary materials.

(2.)Street furniture, trash receptacles, bike racks, planters and other elements shall be simple in design and Compatible with the appearance and scale of adjacent Buildings and public spaces.

(3.)New plazas that are being considered shall be well planned for intended uses, such as concerts or other events, and shall be well designed for maintenance and durability.

(4.)Existing, alleys, staircases, and pedestrian tunnels shall be maintained where feasible.

e. Parking Areas and Driveways

(1.)~~D.1.1~~ Off-Street Parking Areas ~~should~~ shall be located within the Rear Yard , and beyond the rear wall plane of the primary Structure. Providing a driveway along the Side Yard of a Site shall be considered when feasible. ~~D.1.2~~ If When locating a Parking Area in the Rear Yard is ~~infeasible~~ not physically possible, the off Street Parking Area and associated vehicles ~~should~~ shall be visually buffered from adjacent properties and the primary public Right-of-Way .

(2.)~~D.1.3~~ Parking Areas and vehicular access ~~should~~ shall be visually subordinate to the character-defining Streetscape elements of the neighborhood.

(3.)The visual impact of on-Site Parking shall be minimized by incorporating landscape treatments for driveways, walkways, paths, and Structures in a comprehensive, complimentary and integrated design.

(4.)Landscaped separations shall be provided between Parking Areas, drives, service areas, and public use areas like walkways, plazas, and vehicular access points. When plant materials are used for Screening, they shall be designed to function year-round.

- (5.) When locating new Off-Street Parking Areas and driveways, the existing topography of a Building Site and Significant Site features shall be minimally impacted.
- (6.) New driveways shall not exceed 12 feet in width. Shared driveways shall be used when feasible.
- (7.) Textured and poured paving materials other than smooth concrete shall be considered for driveways that are visible from the primary public Right-of-Way . To manage storm water permeable paving shall be used when appropriate; permeable paving may not be appropriate for all driveways and Parking Areas.
- (8.) Consider avoiding paving up to a Building foundation in order to reduce heat-island effect, Building temperature increase, damage to the foundation, and storm-water runoff problems.
- (9.) On-Site storage for snow from driveways shall be provided.

2. Primary Structures

a. Mass, Scale, and Height

- (1.) Historic height, width, and depth proportions are important in creating Compatible infill and new design shall reflect the Historic mass and scale of commercial Buildings in the Historic District.
- (2.) ~~B.1.1~~ The size and mass of a new infill commercial Building, ~~its mass~~ in relation to Open Space s, ~~should shall~~ be visually Compatible ~~with the surrounding Historic Sites with adjacent Historic Buildings and Historic Structures in the surrounding Historic District.~~
- (3.) Buildings that utilize traditional commercial Building forms—false-front, one-part or two-part block, or central block with wings—are encouraged.
- (4.) Building features such as Storefront s, upper Story windows, cornices, and balconies shall be aligned with similar Historic Building features in the Historic District. Generally, these elements should align in relation to the topography to allow these elements to —step up or —step down the Streetscape . ~~MSNC5. New Buildings should maintain the stair-step effect of Storefronts on Main Street .~~ The step effect is reinforced by a standard first floor height—which ~~should shall~~ be maintained—made evident with the use of cornices, moldings and other Façade treatments.
- (5.) Buildings constructed on sites greater than 25 feet wide shall be designed so the facades visible from the primary public Right-of-Way reinforce the rhythm along the Street in terms of Historic Building width, depth, and patterns within the façade.
- (6.) Regardless of lot frontage, the Front Façade shall be Compatible with the width of adjacent and neighboring Historic Buildings. The width of a new Building shall not appear to be appreciably greater than Historic Buildings in the neighborhood. Modules on a Front Façade shall generally not

1 exceed 25 to 50 feet in width, reflective of Historic commercial Buildings in
2 the Historic District.

3 (7.) A larger Building shall be divided into modules that reflect the mass, scale,
4 proportions, and size of Historic Buildings in the Historic District. Modules
5 shall be clearly expressed throughout the entire Building and a single
6 Form shall remain the dominant element so the overall mass does not
7 become too fragmented. To minimize the scale perceived from the primary
8 public Right-of-Way , stepping down the mass of a larger Building shall be
9 considered.

10 (8.) Larger-scaled projects shall also include variations in roof height in order
11 to break up the form, mass and scale of the overall Structure.

12 (9.) B.1.2 When the overall length of a new Structure along the Street front is
13 greater than ~~those that~~ seen historically, ~~it should~~ the design shall employ
14 methods—changes in wall plane, roof heights, use of modules, etc.--to
15 diminish the visual impact of the overall Building mass, form and scale.

16 (10.) ~~B.1.5~~ New Buildings ~~should~~ shall not be significantly taller or
17 shorter than surrounding adjacent Historic Buildings. The Front Façade of
18 the new Building shall be limited to one to two stories in height. Special
19 consideration shall be given to the wall heights of adjacent Historic
20 Structures.

21 (11.) Primary facades shall be limited to one to two stories in height.
22 Special consideration shall be given to the wall heights of neighboring and
23 adjacent Historic Structures to reinforce the pattern of wall heights of the
24 Historic District.

25 (12.) Variation in Building Height may be considered regarding
26 topography. The facades of taller Buildings shall still express a human
27 scale.

28 (13.) ~~MSNC7.~~ New construction on corner lots ~~should~~ shall reinforce the
29 Street wall, but where appropriate, may be designed to define public
30 plazas and public gathering places.

31 **b. Foundation**

32 (1.) Foundation materials shall be simple in form and minimally visible above
33 Grade when viewed from the primary public Right-of-Way . Acceptable
34 foundation materials may include stone and concrete, wood lattice e and
35 vertical boards. A clear distinction between foundation and wall material
36 shall be made. Clapboard siding shall not extend to the ground.

37 (2.) ~~B.2.1~~ A Site shall be returned to original Grade following construction of a
38 foundation. When original Grade cannot be achieved, no more than two
39 (2) feet of the new foundation shall be visible above final.

1 **c. Storefront s**

- 2 (1.)Street -facing primary façades of new commercial infill shall be
3 distinguished by well-defined Storefront elements, including Storefront
4 entryway, ample-sized windows, and appropriate decorative elements.
5 Storefronts on new infill shall have rhythm and pattern similar to that of the
6 Historic Streetscape .
- 7 (2.)Historic Storefronts were built using standard dimensions for kick plates or
8 bulkheads and display windows so the first Story of Historic commercial
9 Buildings have similar heights. When Storefronts are situated on steep-
10 sloped Main Street , the result is a stair-step effect.
- 11 (3.)This stair-step effect is an important visual pattern of the Historic District
12 and shall be repeated on new commercial infill construction.
- 13 (4.)Recessed entries on new commercial facades fronting on Main Street
14 and in adjoining commercial areas are encouraged.
- 15 (5.)Windows on new Storefronts shall be used extensively and in keeping with
16 the architectural style of the Historic Structure. Design and scale shall be
17 maintained in the tradition of Historic Storefronts with extensive Street -
18 level window area.
- 19 (6.)Generally, two-thirds (2/3) or more of Storefront areas may be glass. The
20 solid-to-void ratio of a new Storefront shall be similar to that of the Historic
21 Structure.

22 **d. Awnings**

- 23 (1.)~~F.1~~ Awnings may be appropriate for use on the Street level façade. If
24 used, they should be placed in locations historically used for awnings. ~~be~~
25 ~~Compatible with the Building's style and materials and not detract from~~
26 ~~surrounding Historic Site. Storefronts and upper Façade windows are both~~
27 appropriate locations for new awnings.
- 28 (2.)Shed-type awnings are the most appropriate for use on both Street -level
29 facades and upper facades. Alternative awning forms may be considered
30 if their use complements the design of the Building.
- 31 (3.)Awnings may contain graphics or signs, but shall not be backlit.
32 Spotlighting awnings from above shall be avoided.
- 33 (4.)Awnings shall not shed an excessive amount of rain or snow onto a
34 sidewalk or other pedestrian paths.

35 **e. Doors**

- 36 (1.)The Historic pattern of principal doorways along the Street shall be
37 maintained. All Buildings that face the Street shall have a well-defined
38 ~~front~~ primary entrance.
- 39 (2.)New doors shall be similar in location, size, and material to those seen
40 traditionally in the Historic District. Doors shall be Compatible with the

1 style of both the new Building and Historic Buildings in the Main Street
2 Historic District.

- 3 (3.) Doors shall be designed and finished with trim elements similar to those
4 used historically. Paneled doors, used singly or in pairs, were typical and
5 many had vertical panes of glass as well as transom lights over the doors.
6 Scalloped, Dutch, and Colonial doors are not appropriate on most primary
7 and secondary facades.

8 **f. Windows**

- 9 (1.) ~~B.2.8~~ Ratios of ~~openings-to-solid~~ solid-to-void that are Compatible with
10 surrounding adjacent and neighboring Historic Buildings ~~should~~ shall be
11 used. Window openings shall be similar in location, size, and scale to
12 those found on Historic commercial Buildings. Except for Storefront s,
13 large expanses of glazing are inappropriate.

- 14 (2.) ~~B.2.9~~ Windows ~~and doors should~~ shall be proportional to the scale and
15 style of the Building and shall be Compatible with the ~~historically~~
16 commercial Buildings in the ~~neighborhood~~ Historic Districts. Window types
17 and glazing patterns shall also be Compatible with those seen on Historic
18 commercial Structures.

- 19 (3.) Upper Story windows with vertical emphasis are encouraged. The general
20 rule is the window height shall be twice the dimension of the width
21 (commonly referred to as 2:1 ratio). Double-hung, vertically proportioned
22 windows similar to those used historically are particularly encouraged.
23 Windows with traditional depth and trim are preferred.

- 24 (4.) The number of different window sizes and styles on a Building shall be
25 limited.

- 26 (5.) Wood or metal windows similar to those used historically are preferred,
27 but aluminum-clad wood windows are also appropriate. Vinyl and
28 aluminum windows are inappropriate.

- 29 (6.) New glazing shall match the appearance of Historic glazing and/or shall
30 be clear. Metallic, frosted, tinted, stained, textured and reflective finishes
31 are generally inappropriate for glazing on the primary façade.

- 32 (7.) Window muntins shall be true divided lights or simulated divided lights on
33 both sides of the glass. Snap-in muntins are inappropriate.

34 **g. Roofs**

- 35 (1.) ~~B.2.2~~ Roofs of new commercial infill Buildings ~~should~~ shall be visually
36 Compatible with ~~the~~ roof shapes and orientation of surrounding Historic
37 Sites neighboring and adjacent Historic commercial buildings that
38 contribute to the character of the Historic Districts. Simple Roof Forms—
39 flat, gable, shed—are appropriate. Roofs composed of a combination of
40 roof planes, but simple in form, are also encouraged.

- (2.)~~B.2.3~~ Roof pitch ~~should~~ shall be consistent with the style of architecture chosen for the Structure and with ~~the surrounding Historic Sites~~ the adjacent and neighboring commercial Buildings that contribute to the character of the Historic Districts, with special consideration given to Historic Sites.
- (3.)The alignment that is created by similar heights of primary roofs among Historic Buildings shall be maintained. The similarity of heights in Building features contributes to the visual continuity along the Streetscape .
- (4.)Overhanging eaves, use of bargeboards, soffits, fascia boards, and brackets that are consistent with the style of architecture of the new Building and that are Compatible with adjacent and neighboring commercial Buildings shall be incorporated.
- (5.)~~B.2.4~~ Roofs ~~should~~ shall be designed to minimize snow shedding onto adjacent ~~properties~~ sites and/or pedestrian paths. Crickets, saddles, or other snow-guard devices shall be placed so they do not significantly alter the form of the roof as seen from the primary public Right-of-Way .
- (6.)New roof features, such as photovoltaic panels (solar panels), skylights, ventilators, and mechanical or communication equipment shall be visually minimized from the primary public Right-of-Way so as not to compromise the architectural character of the Structure. Roof-mounted features like photovoltaic panels (solar panels) and skylights should be installed parallel to the roof plane when feasible.
- (7.)Roof materials shall appear similar to those seen historically. Asphalt shingles may be considered. Metal sheeting or standing seam metal roofs with a baked-on paint finish and galvanized or rusted steel sheeting are generally appropriate. Roof membranes shall generally not be white. Roofs shall have matte finishes to minimize glare. Roof colors shall be neutral and muted and materials shall not be reflective.

h. Dormers

- (1.)If used, dormers shall be modest in size and fit the scale of the commercial Building and the Roof Form . The number and size of dormers shall be limited on a roof, such that the primary Roof Form remains prominent. Dormers shall be used with restraint, in keeping with the simple character of Buildings in Park City.
- (2.)Dormers shall be visually minimized from primary public Right-of-Way . Gabled, hipped, or shed dormers are appropriate for most Structures and shall be in keeping with the character and scale of the Structure.
- (3.)Dormers shall be Setback from the main wall of the Building.
- (4.)A new dormer shall be lower than the primary ridge line of the associated Roof Form and set in from the eave of the Building.

1 **i. Balconies and Roof Deck s**

2 (1.)New balconies and roof Decks shall be visually subordinate to the new
3 Building and shall be minimally visible from the primary public Right-of-
4 Way .

5 (2.)A new Balcony shall be simple in design and Compatible with the
6 character of the Historic Districts. Simple wood and metal designs are
7 appropriate for commercial Structures. Heavy timber and plastics are
8 inappropriate materials.

9 (3.)A roof Deck shall be visually minimized when viewed from the primary
10 public Right-of-Way . Consider minimalizing its visual appearance by
11 hiding rooftop Decks behind parapets and/or setting rooftop Decks back
12 from the primary façade.

13 **j. Deck s, Fire Escapes, and Exterior Staircases**

14 (1.)Deck s, fire escapes, and exterior staircases shall be constructed in
15 inconspicuous areas where visually minimized from the primary public
16 Right-of-Way , usually on the rear tertiary facade.

17 (2.)The visual impact of a Deck , fire escape, or exterior staircase shall be
18 minimized by limiting its size and scale. Introducing a Deck , fire escape,
19 or exterior staircase that visually detracts from the architectural character
20 of the Building, or substantially alters a site's proportion of built area to
21 Open Space is not appropriate.

22 (3.)Deck s, fire escapes, and related exterior steps and railings shall be
23 constructed of materials and in styles that are Compatible with the existing
24 Building.

25 (4.)Decking materials such as fiber cement or plastic-wood composite floor
26 boards shall not be used unless they are made of a minimum of 50%
27 recycled and/or reclaimed material.

28 **k. Gutters and Downspouts**

29 (1.)Downspouts shall be located away from architectural features and shall be
30 visually minimized when viewed from the primary public Right-of-Way .

31 **l. Architectural Features**

32 (1.)Simple ornamental trim and decoration is in character with Historic
33 architectural ornamentation and is encouraged. Traditional locations for
34 architectural ornamentation are porches and eaves. Other details like
35 eave depth, mullions, corner boards, and brackets that lend character to
36 Historic commercial Buildings shall be considered.

37 **3. Mechanical Systems, Utility Systems, and Service Equipment**

38 a. B.2-15 Mechanical and/or utility equipment, including heating and air
39 conditioning units, meters, and exposed pipes, should shall not be located on
40 the back of the Building, the roof, or another inconspicuous location Front

~~Façade (except as noted in Supplemental Guidelines main Street National Register Historic District).~~ If equipment is located on a secondary Façade it should be placed behind the midpoint or in a location that is not visible from the primary public Right-of-Way .

- b. ~~B.2.16~~ Ground-level equipment ~~should~~ shall be Screened from view using landscape elements such as fences, low stone walls, or perennial plant materials.
- c. Low-profile rooftop mechanical units and elevator penthouses that are not visible from the primary public Right-of-Way shall be used. When this is not possible, rooftop equipment shall be set back or Screened from all views. Placement of rooftop equipment shall be sensitive to views from upper floors of neighboring Buildings.
- d. New communications equipment such as satellite dishes or Antennae shall be visually minimized when viewed from the primary public Right-of-Way .
- e. Service equipment and trash containers shall be Screened. Solid wood or masonry partitions or hedges shall be used to enclose trash areas.
- f. ~~B.2.17~~ Loading docks ~~should~~ shall be located and designed in order to minimize their visual impact.

4. Materials

- a. ~~B.2.5~~ Building materials shall be Compatible in scale, proportion, texture, finish and color to ~~those materials~~ used on Historic Sites-Structures in the neighborhood Main Street Historic District. The dimensions of masonry units, wood siding, and other Building materials shall be similar to those used historically.
- b. The primary siding material for new Buildings shall appear similar to those on Historic commercial Structures in the Historic Districts. Historically, the most common material on primary Structures was painted horizontal lap siding with a reveal between 6 to 8 inches. Secondary Structures such as barns and sheds typically had siding of unpainted wood (horizontal lap or vertical board and batten) or corrugated metal panels.
- c. ~~B.2.6~~ Building materials shall be applied in the manner to that used historically. Typically, a hierarchy of Building materials should be used, with heavier, more durable materials for foundations and more refined materials above foundations. Building materials, especially ~~stone and~~ masonry, ~~should~~ shall be used in the manner they were used historically.
- d. ~~B.2.7~~ Synthetic materials such as fiber cement or plastic-wood composite siding, shingles, and trim ~~should~~ shall not be used unless 1) the materials are made of a minimum of 50% recycled and/or reclaimed materials and 2) the applicant can demonstrate that use of the materials will not diminish the Historic character of the neighborhood by providing a sample of the material

1 to the Planning Department for approval. Vinyl and aluminum siding are not
2 appropriate in the Historic District.

- 3 e. If synthetic materials are proposed, the synthetic material shall have a similar
4 appearance and profile to Historic siding and trim materials. Synthetic
5 materials shall be applied as traditional materials were historically; introducing
6 artificial patterns is not appropriate.

7 **5. Paint and Color**

- 8 a. Paint color is not regulated by the Design Guidelines.
- 9 b. Original material such as brick and stone that are was historically left
10 unpainted shall not be painted. Materials, such as wood, that are traditionally
11 painted shall have an opaque rather than transparent finish.
- 12 c. B.2.12 Rustic unfinished wood siding is generally not appropriate on
13 commercial Buildings, but may be appropriate on accessory Structures or
14 additions to non-Historic Buildings. Exterior surfaces that are painted should
15 have an opaque rather than A transparent or translucent weather-protective
16 finish shall be applied to wood surfaces that were not historically painted.
- 17 d. B.2.14 When possible, Low-VOC (volatile organic compound) paints and
18 finishes should be used when possible.

19 **6. Additions to Existing Non-Historic Structures**

- 20 a. An addition shall complement the visual and physical qualities of the existing
21 Structure.
- 22 b. An addition shall be visually subordinate to the existing Building and shall be
23 Compatible with the scale of the Historic Buildings in the neighborhood. When
24 the combined effects of the addition's footprint, height, mass, and scale are
25 such that the overall size of the addition is larger than the existing Structure,
26 the volume of the addition shall be broken into modules that reflect the scale
27 of those components seen on the existing Structure. Multiple modules are
28 encouraged to add articulation and architectural interest.
- 29 c. Components and materials used on additions shall be similar in scale and
30 size to those found on the existing Structure.
- 31 d. Windows, doors, and other features on a new addition shall be designed to be
32 Compatible with the existing Building as well as adjacent and neighboring
33 Historic Sites. Windows, doors, and other openings shall be of sizes and
34 proportions similar to those found on the Building as well as those found on
35 Historic Structures in the Historic District. When using new window patterns
36 and designs, those elements shall respect the typical Historic character and
37 proportions of windows on adjacent and neighboring Historic Structures. Also,
38 the solid-to-void relationships and detailing of an addition shall be Compatible
39 with the existing Structure and with Historic Buildings in the Historic District.

40 **7. Reconstruction of Non-Surviving Structures**

- 1 a. ~~C.1~~ Reconstruction of a documented but non-surviving Historic Structure that
2 ~~once~~ existed in Park City is allowed when no existing Building in Park City
3 with the same historical Significance has survived.
- 4 b. ~~C.2~~ Reconstruction may be allowed when documentary and physical
5 evidence is available to facilitate an accurate ~~re-creation~~ Reconstruction.
- 6 c. ~~C.3~~ Reconstruction ~~should~~ shall not be based on conjectural designs or on a
7 combination of different features from other Historic Buildings.
- 8 d. ~~C.4~~ Reconstruction ~~should~~ shall include recreating the documented design of
9 exterior features such as the roof shape, Architectural Detailing, windows,
10 entrances and porches, steps and doors, and their Historic spatial
11 relationships.
- 12 e. ~~C.5~~ A reconstructed Building ~~should~~ shall accurately duplicate the
13 appearance of the non-surviving Historic property in materials, design, color,
14 and texture.
- 15 f. ~~C.6~~ A reconstructed Building ~~should~~ shall duplicate not only the Building, but
16 also the setting, placement, and orientation of the non-surviving Structure.
- 17 g. ~~C.7~~ A Reconstruction ~~should~~ shall re-establish the Historic relationship
18 between the Building or Buildings and Historic Site features.
- 19 h. ~~C.8~~ A Building may not be reconstructed on a location other than its original
20 site.

21 8. ADA in New Residential and Commercial Infill Buildings

22 The Americans with Disabilities Act requires places of public accommodation
23 to provide access to their services and programs. In the case of Historic
24 Buildings, the goal is to achieve the highest level of accessibility with the
25 lowest impact on the Historic Structure.

26
27 (1.) Whenever possible, the appearance of accessibility ramps or
28 elevators shall not significantly detract from the Historic character of
29 the Historic District. New or additional means of access shall be
30 Compatible with the new Building and its setting.

31
32 (2.) Ramps or other accessibility-related installations shall be simple in
33 design and as unobtrusive as possible. They shall be constructed of
34 concrete or wood and painted in colors similar to that of the new
35 Building.

36 9. Exterior Lighting

37
38 (1.) ~~J.1~~ Exterior light fixtures ~~should~~ shall be Compatible with the Building's
39 style, period and materials, but ~~should~~ shall also be down-directed and
40 shielded.

41 ~~(2.) G.1 Exterior, Building-mounted light fixtures should be Compatible with~~
42 ~~the Building's style and materials.~~

1 (3.)~~G.2~~ Exterior lighting schemes ~~should~~ shall compliment the overall
2 Building and Site design.

3 (4.)~~G.3~~ Indirect lighting ~~should~~ shall be used to identify entrances and to
4 illuminate signs.

5 (5.)Warm tones in energy efficient lighting shall be used as a proliferation
6 of cool tones could alter the neighborhood character.

7 (6.)Security lighting shall be shielded from adjacent uses so as to prevent
8 off-Site glare.
9
10

1 ***Exhibit B-- Definitions***

2
3 **Cool Roof:** a type of roof that reflects and emits the sun's solar energy back to the sky
4 instead of absorbing and transferring heat to the Building below. The "coolness" is
5 measured by two properties, solar reflectance and thermal emittance.
6
7

Exhibit 2 – Supplemental Design Guidelines

A. Supplemental Guidelines for Historic Residential and Commercial Sites & Structures

1. Compatibility & Complementary

Compatibility and Complementary are terms often used in Historic Preservation to describe the relationship between two Structures or a Historic Structure and its new addition. Many characteristics and features contribute to Compatible and complementary design. These include:

- Form
- Mass and scale
- Roof shapes
- Building Height
- Height of floor elevations
- Setbacks
- Materials
- Repetition or rhythm of openings-to-solids
- Rhythm of entrances and/or porches
- Window and door sizes, proportions, and patterns
- Orientation of entrances
- Landscaping

2. Masonry Retaining Walls

Retaining walls contribute to the context and rhythm of Streetscape s in Old Town. Historically, retaining walls were a simple method for Property Owner s to manage the relentless and complex topography. In addition, retaining walls helped to define property boundaries and create yards spaces where space was otherwise limited.

Historic retaining walls were stacked by hand using stones found at local quarries or on site. The stones were carried by hand, making them rather uniform in size. Retaining walls were either dry stacked or used mortar joints.

As repairs are made to Historic retaining walls or new retaining walls are introduced to Old Town, the following should be considered:

- a. Existing stone retaining walls should be repaired using recognized Historic Preservation methods.
- b. Replacement materials should be similar in materials, color, texture, scale, and proportion. Repairs to mortar joints should match the existing mortar in composition, color, texture, and finish – mortar analysis may be necessary.
- c. Materials of new retaining walls visible from the Right-of-Way should reflect the period of Significance of the Historic primary Structure.

- d. Stones in new retaining walls shall be no larger than stones that a miner would be capable of carrying. New stones shall be similar in materials, color, texture, scale, and proportion to those used historically in the District. Large boulders are discouraged and are not in keeping with the character of the District.
- e. It is preferred that new retaining walls over five feet (5') be terraced to prevent large vertical planes of retaining walls on the Streetscape . Historically, retaining walls were approximately three to five feet (3' –5') in height. Staff recognizes the need to retain more earth as development occurs in Old Town; however, staff encourages retaining walls that are in keeping with the scale of those found throughout the District historically. Terracing multiple walls of three to five feet (3' – 5') in height is encouraged with vegetation in between each terrace.
- f. Board-formed concrete may be appropriate. New concrete retaining walls shall be textured. A smooth or polished concrete finish is inappropriate and not in keeping with the character of the District.
- g. New retaining walls shall be Screened with vegetation where appropriate.
- h. Retaining walls of alternative designs and materials will be reviewed on a case-by-case basis.

3. Fencing

Historically, fences and masonry retaining walls were typical Site features found throughout Old Town. The repetition of these Site features created a sense of continuity and rhythm along the Street front. Wood and woven wire fences as were common Front Yard enclosures that followed the Site perimeter, specifically along the Street front. Fence and materials visible from the Right-of-Way should reflect the period of Significance of the Historic primary Structure.

- a. Several styles of fencing that were common during the Historic period and are appropriate for use in the Historic District:
- b. Picket fences. Historically, picket fences may have been the most common fence type used in Front Yard s. Wood picket fences with flat, dog-eared, or pointed tops were typical in Front Yard s; the heights of these fences was generally less than three feet (3'), the boards were 3-1/2" wide with spacing of 1-3/4" between boards.
- c. Wire fences. Various types of wire, including woven wire, are were stretched between wood or metal posts. This fence type was very common in Park City; however, many of these original wire fences have been lost.
- d. Simple wrought and cast iron fences.

Fences of alternative designs and materials will be reviewed on a case-by-case basis. Substitute materials such as fiber cement or plastic-wood composite siding, shingles, and trim boards should not be used unless they are made of a minimum of 50% recycled and/or reclaimed materials. Further, it must be

1 demonstrated that the use of these materials will not diminish the Historic
2 character of the neighborhood. Vinyl and Trex fencing is generally not
3 appropriate in the Historic District and will be reviewed on a case-by-case basis.

4 **4. How to Case a Window**

5 Historically, the casing and trim surrounding windows was substantial; the sliding
6 sash was typically about 1.5 inches wide, casing or trim boards were typically
7 about 2 inches wide and 7/8 inch thick. Using window casing and trim
8 replacements of smaller or larger dimensions is inappropriate as it seriously
9 alters the Historic character of the Structure. New window openings shall
10 generally reflect the proportion of Historic window openings by maintaining a 1:1
11 or 2:1 ratio.

12 **5. Why Preserving Original Windows is Recommended**

13 The Park City Planning Department requires the preservation and retention of
14 Historic wood and steel windows unless the windows are clearly proven to be
15 deteriorated beyond repair. The reasons for preserving original windows include:

- 16 a. ReBuilding Historic wood windows and adding storm windows and indoor
17 treatments such as insulating cellular shades makes them as energy efficient
18 as new vinyl windows.
- 19 b. In most cases, windows account for only about one-fourth of a home's heat
20 loss. Insulating the Attic , walls and basement, and applying weatherstrip or
21 caulking around windows is a much more economical approach to reducing
22 energy costs.
- 23 c. The old-growth lumber used in Historic window frames can last indefinitely,
24 unlike new-growth wood or vinyl. Old growth windows have a tighter grain and
25 better quality than most new growth wood windows.
- 26 d. All windows expand and contract with temperature changes. However, vinyl
27 expands more than twice as much as wood and seven times more than glass.
28 This often results in failed seals between the frame and glass and a
29 significant performance reduction.
- 30 e. Vinyl windows have a high failure rate – more than one-third of all vinyl
31 windows being replaced today are less than ten years old.
- 32 f. Any energy savings from replacing wood windows with aluminum or vinyl
33 seldom justifies the costs of installation. For most houses, it would take
34 decades to recover the initial cost of installation and with a life expectancy of
35 25 years or less, installing new vinyl or aluminum windows does not make
36 good economic sense.
- 37 g. Most vinyl windows do not look like Historic wood windows; their texture,
38 shallow profile, as well as lack of depth and articulation are inappropriate for
39 Park City's Historic Structures. A more acceptable alternative when the
40 original windows are beyond reasonable repair are new wood windows.

- 1 h. Historic wood and metal windows are sustainable. They represent embodied
2 energy, are made of materials natural to the environment and are renewable.
- 3 i. Adding storm windows over Historic wood windows is a cost-effective
4 approach that preserves the original window and provides energy savings
5 equal to new replacement windows.

6 **6. Why Preserving Original Siding is Recommended**

7 The Park City Planning Department requires the preservation and retention of
8 Historic wood siding unless the siding has clearly proven to be deteriorated
9 beyond repair. The reasons for preserving wood siding and not replacing it or
10 concealing it beneath synthetic siding include:

- 11 a. Synthetic sidings do not successfully replicate the appearance of Historic
12 wood siding materials. In particular, vinyl siding's plastic appearance is at
13 odds with the rich and varied surfaces of wood siding.
- 14 b. Unventilated synthetic sidings such as aluminum and vinyl can trap moisture
15 and condensation between the siding and the wood underneath, leading to
16 rotted wood and structural problems.
- 17 c. Installing synthetic sidings such as vinyl and aluminum may be less
18 economical than preserving and maintaining wood siding. The costs of
19 applying synthetic siding materials often exceeds or equals the cost of regular
20 painting of wood siding. In terms of property value, real estate appraisers
21 across the country have also recorded increased resale prices when Historic
22 Building owners retain original wood siding and avoid vinyl siding.
- 23 d. Wood and synthetic materials perform fairly equally in terms of energy
24 conservation since most heat leaves houses through roofs, basements,
25 windows, and doors.
- 26 e. Claims that synthetic siding is "maintenance-free" are untrue. Owners of 15 to
27 20 year old aluminum siding often find that it, like wood, requires painting due
28 to fading of the original color.
- 29 f. In particular vinyl siding gets brittle with age and tends to crack and break
30 after ten years.
- 31 g. Vinyl siding is made from polyvinyl chloride and the manufacture, use and
32 disposal of this material results in toxic byproducts such as dioxin. Vinyl siding
33 is not a "green" product and cannot be recycled.

34 **7. Determining Era of Restoration**

35 Historic Buildings are not static, and many embody the accumulation of changes,
36 large and small, that have been made throughout their history . By contrast,
37 Restoration , as defined by the Secretary of the Interior's Standards for Historic
38 Preservation , depicts a property at a particular period of time in its history while
39 removing evidence of other periods. When applying this approach to
40 preservation, it is not appropriate, for instance, to restore a property to its 1920
41 appearance but retain non-Historic additions from 1960. Instead, Restoration

means accurately depicting the form, materials, features, and character of a property as it appeared at a particular period in time. Restoration retains as much of the Historic period's fabric as possible, while removing inconsistent features and reproducing missing features in accordance with the Restoration period.

Consider the following when determining what era to restore the Building to:

- a. **Relative Importance in history** . What era of significance, based on the City's Historic Sites Inventory, does the property contribute to? The era of Significance is generally the length of time when a property was associated with important events, activities, or persons, or attained the characteristics which qualify it for designation on the City's Historic Sites Inventory. Is the Building associated with a person important in history ? If so, during what period did they occupy the Building?
- b. **Physical Condition**. What materials or characteristics of the Building exist that contribute to our understanding of the Building's era of significance? What is the existing condition or degree of integrity of the Building's Historic Materials? What alterations contribute to our understanding of the Building's Historic Significance?
- c. **Evidence of Earlier Appearance**. Is sufficient evidence available to document the Building's appearance during the proposed period of Restoration and reproduce missing features? This may take the form of Historic photographs, written records, maps, and/or physical evidence in the Building itself.
- d. **Existing Alterations**. Consider the quality, design, materials, and craftsmanship of the Building and the changes that have occurred over time. Did the house have an early addition, creating a cross-wing from a hall-parlor form? Or, was the house remodeled during the Historic period in order to reflect the Craftsman bungalow style?
- e. **Uses**. What will the Building be used for? How will use affect the property and how does this impact the different Historic Materials or characteristics that may be present?

8. Treatment of Historic Materials

- a. **Wood**: The following table outlines the recommended preservation techniques.

DO:

Identify, retain, and preserve wood features, such as siding, cornices, brackets, window architraves, and doorway pediments and their paints and finishes that are important in defining the overall Historic character of the Building or Structure.

DO NOT:

Remove or radically change wood features important in defining the overall Historic character of a Building or Structure where that removal or change diminishes that overall character.

Remove a major portion of a Historic wood

Protect and maintain wood features by providing proper drainage so water is not allowed to stand on flat, horizontal surfaces or accumulate on decorative features.

Apply chemical preservatives to traditionally unpainted wood features, such as beam ends or outriggers that are exposed to decay hazards.

Retain coatings, such as paint, that help protect the wood from moisture and ultraviolet light. Paint removal should be considered only where there is paint-surface deterioration and as part of an overall maintenance program that involves repainting or applying other appropriate protective coatings.

Inspect painted wood surfaces to determine whether repainting is necessary or if cleaning is all that is required.

Remove damaged or deteriorated paint to the next sound layer using the gentlest method possible (hand-scraping and hand-sanding), before repainting.

If paint on decorative wood features and flat wood surfaces is so deteriorated that total removal prior to repainting is necessary, use electric hot-air guns and electric heat plates with care.

Apply Compatible paint-coating systems following proper surface preparation.

Evaluate the overall condition of the wood to determine whether more than protection and maintenance are required, that is, if repairs to wood features are necessary.

Repair wood features by patching, piecing, consolidating, or otherwise reinforcing the

feature from a Façade instead of repairing or replacing only the deteriorated portion of the wood feature.

Reconstruct a Façade with new material in order to achieve a uniform or 'improved' appearance.

Radically change the type of finish or color accent scheme so the Historic character of the exterior is diminished.

Strip historically painted surfaces to bare wood then apply clear finishes or stains in order to create a 'improved natural look'.

Strip paint or varnish to bare wood rather than repair or reapply a special finish, i.e., retain the grain finish on an exterior wood feature such as a front door.

Fail to identify, evaluate, and treat the causes of wood deterioration, including faulty flashing, leaking gutters, cracks and holes in siding, deteriorated caulking in joints and seams, plant material growing too close to wood surfaces and insect or fungus infestation.

Use chemical preservatives, such as creosote, which that can change the appearance of wood features unless they the preservatives were used historically.

Strip paint or other coatings to reveal bare wood, therefore exposing historically coated surfaces to the effects of accelerated weathering.

Remove paint that is firmly adhered to and, thus therefore, protects wood surfaces.

Use destructive paint-removal methods such as propane and butane torches, sandblasting, and water blasting. These

wood using recognized preservation methods.

Repair may also include limited replacement in kind--or with Compatible substitute material—of those extensively deteriorated or missing parts of features where there are surviving prototypes such as brackets, molding, or sections of siding.

Replace in kind an entire wood feature that is too deteriorated to repair--if the overall form and detailing are still evident--using the physical evidence as a model to reproduce the feature. Examples of wood features include cornices, entablature, and balustrades.

If using in-kind material is not technically or economically feasible, then a Compatible substitute material shall be considered.

Design and install a new wood feature, such as a cornice or doorway, when the Historic feature is missing completely. The wood feature may be an accurate Restoration using historical, pictorial, or physical documentation; or may be a new design that is Compatible with the size, scale, material, and finish of the Historic Building or Structure.

methods can irreversibly damage Historic woodwork.

Use thermal devices improperly where Historic woodwork becomes scorched.

Fail to thoroughly neutralize wood after using chemicals, causing new paint to not adhere.

Allow detached wood features to soak too long in a caustic solution where the wood grain becomes raised and the surface roughened.

Fail to follow manufacturers' product and application instructions when repainting exterior woodwork.

Use new colors that are inappropriate to the Historic Structure or District.

Fail to undertake adequate measures to assure the protection of wood features.

Replace an entire wood feature, such as a cornice or wall, when repair of the feature or limited replacement of deteriorated wood or missing parts is appropriate.

Use, for a replacement part, substitute material that does not convey the visual appearance of, or that is not physically or chemically Compatible with the surviving parts of a wood feature.

Remove, and not replace a feature that is unrepairable, or replace the unrepairable feature with a new feature that does not convey the same visual appearance.

Create a false Historic appearance by replacing a wood feature based on insufficient Historic, pictorial, or physical documentation.

Introduce a new wood feature that is incompatible in size, scale, material and color.

b. Masonry: The following table outlines the recommended preservation techniques.

DO:

Identify, retain, and preserve masonry features, such as walls, brackets, railings, cornices, window architraves, door pediments, steps, and columns as well as details such as tooling and bonding patterns, coatings, and finish, that are important in defining the overall Historic character of the Structure.

Repair masonry walls and other masonry features where there is evidence of deterioration, such as disintegrating mortar, cracks in mortar joints, loose bricks, damp walls, or damaged plasterwork, by repointing mortar joints.

Protect and maintain masonry by providing proper drainage so water does not stand on flat, horizontal surfaces or accumulate on curved decorative features.

Clean masonry to remove heavy soiling or to halt deterioration only when necessary.

Carry out masonry surface cleaning tests after it has been determined that such cleaning is appropriate. Tests should be observed over a sufficient period of time so both the immediate and long-range effects demonstrate the gentlest method possible.

Clean masonry surfaces with the gentlest method possible, such as low-pressure water and detergents, using natural bristle brushes.

Inspect painted masonry surfaces to

DO NOT:

Remove or radically change masonry features which are important in defining the overall Historic character of the Building so that, as a result, the character is diminished.

Replace or rebuild a major portion of exterior masonry walls that could be repaired so that, as a result, the Building is no longer Historic and is essentially new construction.

Apply paint or other coatings such as stucco to masonry that has been historically unpainted or uncoated to create a new appearance.

Remove paint from historically painted masonry.

Radically change the type of paint or coating or its color.

Fail to evaluate and treat the various causes of mortar joint deterioration such as leaking roofs or gutters, differential settlement of the Building, capillary action, or extreme weather exposure.

Clean masonry surfaces when they are not heavily soiled to create a new appearance, thus needlessly introducing chemicals or moisture into Historic Materials.

Clean masonry surfaces without testing or without sufficient time for the testing results to be of value.

determine whether repainting is necessary.

Remove damaged or deteriorated paint only to the next sound layer using the gentlest method possible (e.g., hand-scraping) prior to repainting.

Apply Compatible paint coating systems following proper surface preparation.

Repaint with colors that are historically appropriate to the Building or Structure and Historic District.

Evaluate the overall condition of the masonry to determine if what is required is more than just protection and maintenance, that is, if repairs to the masonry features will be necessary.

Remove deteriorated mortar by carefully hand-raking the joints to avoid damaging the masonry.

Duplicate old mortar in strength, composition, color, and texture.

Duplicate old mortar joints in width and in joint profile.

Repair stucco by removing the damaged material and patching with new stucco that duplicates the old in strength, composition, color, and texture.

Use mud plaster as a surface coating over unfired, un-stabilized adobe; mud plaster bonds to the adobe.

Cut damaged concrete back to remove the source of deterioration (often corroded metal reinforcement bars). The new patch must be applied carefully so it will match, and bond satisfactorily with the Historic concrete.

Sandblast brick or stone surfaces using dry or wet grit or other abrasives. These methods of cleaning permanently erode the surface of the material and accelerate deterioration.

Use a cleaning method that involves water or liquid chemical solutions when there is any possibility of freezing temperatures.

Clean with chemical products that will damage masonry, such as using acid on limestone or marble, or leaving chemicals on masonry surfaces.

Apply high-pressure water cleaning methods that will damage Historic masonry and the mortar joints.

Remove paint that is firmly adhered to and, therefore, protects masonry surfaces.

Use methods of removing paint that are destructive to masonry such as sandblasting, application of caustic solutions, or high-pressure water blasting.

Fail to follow manufacturers' product and application instructions when repainting masonry.

Fail to undertake adequate measures to assure the protection of masonry features.

Remove non-deteriorated mortar from sound joints, and then repoint an entire Building or Structure to achieve a uniform appearance.

Use electric saws and electric hammers rather than hand tools to remove deteriorated mortar from joints prior to repointing.

Repoint with mortar of high Portland-cement content (unless Portland cement is

Repair masonry features by patching, piecing, or consolidating the masonry using recognized preservation methods. Repair may also include the limited replacement in kind--or with Compatible substitute material--of those extensively deteriorated or missing parts of masonry features when there are surviving prototypes such as terra-cotta brackets or stone balusters.

Apply new or non-Historic surface treatments, such as water-repellent coatings, to masonry only after repointing and only if masonry repairs have failed to arrest water penetration problems.

Design and install new masonry features such as steps or door pediments when the Historic feature is missing completely. The new masonry feature shall be an accurate Restoration using historical, pictorial, or physical documentation; or shall be a new design that is Compatible with size, scale, material, and color of the Historic Structure.

the content of the Historic mortar). Portland cement can often create a bond that is stronger than Historic Material and can cause damage as a result of a different coefficient of expansion and a different porosity of the material and mortar.

Repoint with a synthetic caulking compound.

Use a 'scrub' coating technique to repoint instead of traditional repointing methods. Change joint width or joint profile when repointing.

Remove sound stucco or repair with a new stucco that is stronger than the Historic Material or does not convey the same visual appearance.

Apply cement stucco to unfired, un-stabilized adobe. Cement stucco does not bond properly to un-stabilized adobe and can cause moisture to become trapped between materials, resulting in accelerated deterioration of the adobe.

Patch concrete without removing the source of deterioration.

Replace an entire masonry feature, such as a cornice or balustrade, when repair of the masonry and limited replacement of deteriorated missing parts is appropriate.

Use a substitute material that is not physically or chemically Compatible for a replacement part, or that does not convey the visual appearance of surviving parts of a masonry feature.

Apply waterproof, water repellent, or non-Historic coatings, such as stucco, as a substitute for repointing masonry, or masonry repairs. Coatings are frequently

unnecessary, expensive, and may change the appearance of Historic masonry as well as accelerate its deterioration.

Replace in kind an entire masonry feature that is too deteriorated to repair--if the overall form and detailing are still evident--using the physical evidence as a model to reproduce the feature.

Examples include entire walls, cornices, balustrades, columns, or stairways. If using the same kind of material is not technically or economically feasible, then a Compatible substitute material may be considered.

Remove and not replace, or replace with a new feature that does not convey the same visual appearance, a masonry feature that is not repairable.

Create a false historical appearance by replacing a masonry feature based on insufficient historical, pictorial, or physical documentation.

Introduce a new masonry feature that is incompatible with the Historic Structure in size, scale, material and color.

c. Architectural Metal: The following table outlines the recommended preservation techniques.

DO:

Identify, retain, and preserve architectural metal features such as columns, capitals, window hoods, stairways, and their finishes and colors that are important in defining the overall Historic character of Buildings or Structures. Identification, prior to work, is also critical to differentiate between metals. Each metal has different properties and requires treatments unique to those properties.

Protect and maintain architectural metals

DO NOT:

Remove or radically change architectural metal features important in defining the overall Historic character of a Building or Structure where that removal or change diminishes that overall Historic character.

Remove a major portion of a Historic architectural metal feature from a façade, and then reconstruct the Façade with new material, instead of repairing or replacing only the deteriorated metal in order to create a uniform or 'improved'

from corrosion by providing proper drainage so water does not stand on flat, horizontal surfaces or accumulate on curved, decorative features.

Clean architectural metals, when appropriate, to remove corrosion prior to repainting or applying other appropriate protective coatings.

Identify the type of metal prior to any cleaning procedure to determine if cleaning is appropriate, and then test the metal to assure the gentlest cleaning method possible is selected for the particular metal.

Clean soft metals such as lead, tin, copper,terneplate, and zinc with appropriate chemical methods; these metal finishes can be easily abraded by blasting methods.

Use the gentlest cleaning methods for cast iron, wrought iron, and steel--hard metals-- in order to remove paint buildup and corrosion. If hand-scraping and wire-brushing have proven ineffective, low-pressure grit blasting may be used as long as it does not abrade or damage the surface.

Apply appropriate paint or other coating systems after cleaning in order to decrease the corrosion rate of metals or alloys.

Apply an appropriate protective coating, such as lacquer, to an architectural metal feature such as a bronze door that is subject to heavy pedestrian use.

Evaluate the overall condition of architectural metal to determine whether more than protection and maintenance are required, that is, if repair is necessary.

appearance.

Radically change the type of finish or Historic color or accent scheme of the finish.

Fail to identify, evaluate, and treat causes of corrosion, such as moisture from leaking roofs or gutters.

Place incompatible metals together without providing reliable separation material. Such incompatibility can result in galvanic corrosion of the less noble metal, e.g., copper will corrode cast iron, steel, tin, and aluminum.

Expose metals that are intended to be protected from the environment.

Apply paint or other coatings to metals, such as copper, bronze, or stainless steel, that are meant to be exposed.

Use cleaning methods that alter or damage the Historic color, texture, or finish of a metal; or clean a metal when it is inappropriate.

Remove the patina of Historic metal. The patina may be a protective coating on some metals, such as bronze or copper, as well as a significant Historic finish.

Clean soft metals such as lead, tin, copper,terneplate, and zinc with grit blasting that abrades the surface of those metals.

Fail to employ gentler methods prior to abrasively cleaning cast iron, wrought iron or steel, or prior to using high-pressure grit blasting.

Fail to re-apply, after cleaning, protective coating systems to metals or alloys that

Repair architectural metal features by patching, splicing, or otherwise reinforcing the metal following recognized preservation methods.

Repair of metal features may include limited replacement in kind--or with a Compatible substitute material--of those extensively deteriorated or missing parts of features, such as porch balusters, column capitals or bases, and porch cresting, when there are surviving prototypes.

Replace in kind an entire architectural metal feature too deteriorated to repair--if the overall form and detailing are still evident--using the physical evidence as the model to reproduce the feature. Examples include cast iron porch steps or steel sash windows.

If using the same in kind material is not technically or economically feasible, a Compatible substitute material shall be considered.

Design and install a new architectural metal feature, such as a metal cornice or cast iron capital, when the Historic feature is missing completely. The new feature shall be an accurate Restoration using historical, pictorial, or physical documentation, or shall be a new design that is Compatible with the size, scale, material, and color of the Historic Building or Structure.

require them cleaning so to avoid accelerated corrosion.

Fail to assess pedestrian use or new access patterns so architectural metal features are not subject to damage by use or by inappropriate maintenance such as salting adjacent sidewalks.

Fail to undertake adequate measures to assure the protection of architectural metal features.

Replace an entire architectural metal feature, such as a column or balustrade, when repair of the metal or limited replacement of deteriorated or missing parts is appropriate.

Use a substitute material for a replacement part that does not convey the visual appearance of the surviving parts of an architectural metal feature or that is not physically or chemically Compatible.

Remove and not replace an architectural metal feature that is not repairable, or replace it with a new architectural metal feature that does not convey the same visual appearance.

Create a false historical appearance by replacing an architectural metal feature based on insufficient historical, pictorial, or physical documentation.

Introduce a new architectural metal feature that is not Compatible in size, scale, material and color.

1

2 **B. Supplemental Guidelines for New Residential and Commercial Sites &**
3 **Structures**

4 1. Compatibility & Complementary

1 “Compatible” and “Complementary” are terms often used in Historic Preservation
2 to describe the relationship between Historic Structures and new infill
3 construction. Many characteristics and features contribute to Compatible and
4 complementary design, which helps to ensure the preservation of Park City’s
5 Historic Sites and Districts. These characteristics include:

- 6 • Form
- 7 • Mass and scale
- 8 • Roof shapes
- 9 • Building Height
- 10 • Floor height
- 11 • Setbacks
- 12 • Materials
- 13 • Repetition or rhythm of solid-to-voids
- 14 • Rhythm of entrances and/or porches
- 15 • Window and door sizes, proportions, and patterns
- 16 • Orientation of entrances
- 17 • Landscaping

18 **2. Masonry & Retaining Walls**

19 Retaining walls contribute to the context and rhythm of Streetscape s in Old
20 Town. Historically, retaining walls were a simple method for Property Owner s to
21 manage the steep and complex topography. In addition, retaining walls helped
22 define property boundaries and create yard space where space was otherwise
23 limited.

24 Historic retaining walls were stacked by hand using stones found at local quarries
25 or on site. The stones were carried by hand, making them rather uniform and
26 small in size. Retaining walls were either dry stacked or used mortar. After 1900,
27 concrete retaining walls began to appear.

28 As new retaining walls are introduced to Old Town, the following should be
29 considered:

- 30 a. Materials for new retaining walls visible from the Right-of-Way should reflect
31 the Building’s era and style.
- 32 b. Stones in new retaining walls shall be no larger than stones that a miner
33 would be capable of carrying. New stones shall be similar in type, color,
34 texture, scale, and proportion to those used historically in the District. Large
35 boulders are discouraged and are not in keeping with the character of the
36 Historic District.
- 37 c. Historically, retaining walls were no more than 3 to 5 feet in height. It is
38 generally preferred that new retaining walls over 5 feet be terraced to prevent
39 large vertical planes of retaining walls on the Streetscape . The Design
40 Review Team recognizes the need to retain more earth as development
41 occurs in Old Town; however, the Design Review Team encourages retaining
42 walls that are in keeping with the scale of those found historically throughout

1 the Historic District. Terracing multiple walls of 3 to 5 feet in height is
2 encouraged with vegetation in between each terrace.

- 3 d. Board-formed concrete may be appropriate. New concrete retaining walls
4 shall be textured. A smooth or polished concrete finish is inappropriate and
5 not in keeping with the character of the District.
6 e. New retaining walls shall be Screened with vegetation where appropriate.
7 f. Retaining walls of alternative designs and materials shall be reviewed on a
8 case-by-case basis.

9 **3. Fences**

10 As with retaining walls, fences were typically Historic Site features found
11 throughout Old Town. The repetition of these Site features created a sense of
12 continuity and rhythm along the Street front. Wood and woven wire fences were
13 common Front Yard enclosures that followed the Site perimeter, most commonly
14 along the Street front. New fences visible from the adjacent public Right-of-Way
15 should reflect the period of Significance of the Historic primary Structure.

16 Several styles of fencing that were common during the Historic period and are
17 appropriate for use in the Historic District:

- 18 a. Picket fences. Historically, wood picket fences may have been the most
19 common fence type used in Front Yard s. These fences had flat, dog-eared,
20 or pointed tops and were generally less than 3 feet high. Pickets were
21 typically 3-1/2 inches wide with spacing of 1-3/4 inches between boards.
22 b. Wire fences. Various types of wire, including woven wire, were stretched
23 between wood or metal posts. This fence type was very common in Park City;
24 however, many of these original wire fences have been lost.
25 c. Simple wrought and cast iron fences.

26 Fences of alternative designs and materials will be reviewed on a case-by-case
27 basis. Substitute materials such as fiber cement or plastic-wood composite
28 materials should not be used unless they are made of a minimum of 50%
29 recycled and/or reclaimed materials. Further, it must be demonstrated that the
30 use of these materials will not diminish the Historic character of the
31 neighborhood. Vinyl and Trex-type fencing is generally not appropriate in the
32 Historic District and will be reviewed on a case-by-case basis.
33

34 **4. Sustainability in New Residential and Commercial Infill Buildings**

- 35 (1.) ~~1.2~~ Construction waste shall be diverted from landfill in favor of reuse or resell,
36 or recycled, when feasible.
37 (2.) Owners are encouraged to use eco-friendly materials that appear similar in
38 scale, texture, and finish to those employed on Historic Structures. Eco-
39 friendly materials include, but are not limited to, those that are locally
40 manufactured, easy to maintain, durable, have a long life span, recyclable,
41 and comprised of recycled or repurposed materials.

- 1 (3.) The arrangement of windows that are Compatible with the Historic context
2 shall be arranged to maximize strategies for passive solar and day-lighting. 8
- 3 (4.) Window patterns shall be consistent with the solid-to-void ratio seen on
4 Historic Buildings. The use of true divided light windows is preferred.
- 5 (5.) Green Roofs may be used to provide thermal mass to help regulate interior
6 temperatures and reduce the urban heat island effect. The visual impact of a
7 Green Roof shall be limited to preserve the character of the Historic District.
8 Green Roofs shall be designed to not be visible from the primary public Right-
9 of-Way and where a flat or low-pitched Roof Form is Compatible with
10 neighboring Historic Structures. The height of the vegetation shall be limited
11 so as not to overwhelm the character of the new infill Building.
- 12 (6.) ~~1.3~~ Owners are encouraged to use sources of renewable energy—on- or
13 offsite. ~~Photovoltaic cells are located on roofs such that they will be visually~~
14 ~~minimized when viewed from the primary public Right-of-Way and should be~~
15 ~~mounted flush with the roof. The following shall be met:~~
- 16 • Solar Energy Systems may be located on the primary Structure's roof only
17 when located so as not to be visible from the primary public Right-of-Way ,
18 including side Street s for corner lots.
 - 19 • Solar Energy Systems shall be sized to remain subordinate to the Structure.
20 Solar Energy Systems shall be mounted below the ridgeline on a sloping roof
21 or behind a parapet of a Flat Roof to reduce visibility from the public Right-of-
22 Way .
 - 23 • Solar Energy Systems on Accessory Structures shall be positioned to the side
24 or rear of the main Building to limit their visibility from the primary public
25 Right-of-Way .
 - 26 • Solar Energy Systems may also be located on a free-standing Structure in a
27 rear or Side Yard , so long as it meets the required setbacks and heights for
28 an Accessory Structure.
 - 29 • Building-integrated Solar Energy Systems are appropriate when the materials
30 used are Compatible with the new infill Building, have proven durability, and
31 their application does not detract from the Historic character of the district.
 - 32 • Wind turbines may be located on the primary Structure's roof only when
33 located so as not to be visible from the primary public Right-of-Way , including
34 side Street s for corner lots.
 - 35 • Wind turbines shall be sized to remain subordinate to the Structure.
 - 36 • Wind turbines on Accessory Structures shall be positioned to the side or rear
37 of the main Building to limit their visibility from the primary public Right-of-Way
38 .

- Wind turbines may also be located on a free-standing Structure in a rear or Side Yard , so long as it meets the required setbacks and heights for an Accessory Structure.

C. Landscaping in Old Town

The following plant varieties are recommended for use in the Historic Districts and Historic Sites in addition to those found in Municipal Code 14:

<u>Fruit Trees</u>	<u>Common Trees</u>	<u>Shrubs and bushes</u>	<u>Vines</u>	<u>Perennials</u>	<u>Plants</u>
<u>Plum,</u> <u>flowering and</u> <u>fruiting</u> <u>Pear Walnut</u> <u>Crabapple</u> <u>Service berry</u> <u>Elderberry</u> <u>Jonathan Gold</u> <u>Apple tree</u> <u>(and other cold</u> <u>varieties)</u> <u>Choke Cherry</u> <u>trees</u>	<u>Aspens¹</u> <u>White Fir</u> <u>Bolleana</u> <u>Popular¹</u> <u>Mountain</u> <u>Ash</u> <u>Maple</u> <u>Gambel</u> <u>Oak</u> <u>Scrub Oak</u> <u>Pinyon pine</u>	<u>Lilacs</u> <u>Harrison</u> <u>Yellow Rose</u> <u>Austrian</u> <u>Copper Rose</u> <u>Golden</u> <u>Current</u> <u>Alpine</u> <u>Currant</u> <u>Serviceberry</u> <u>Mountain</u> <u>Lover</u> <u>Dogwood</u> <u>Willow</u> <u>Junipers</u> <u>Cinnamon</u> <u>Fern</u>	<u>Hops</u> <u>Palmatis</u> <u>Virginia</u> <u>Creeper</u> <u>Trumpet vine</u> <u>Clematises</u> <u>Climbing</u> <u>Roses</u> <u>Rogosa</u> <u>Roses</u> <u>Silver Lace</u> <u>Sages</u> <u>Potentilla</u>	<u>White</u> <u>columbine</u> <u>Bluebells</u> <u>Dogtooth</u> <u>Violets</u> <u>Daffodils</u> <u>Daylily</u> <u>Squills</u>	<u>Sweet</u> <u>woodruff</u> <u>Bishop's</u> <u>weed</u> <u>Hostas</u>

¹ Use with discretion near Building foundations, sidewalks and drives.

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Rebecca Gillis

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Implement a 2.0% Service Fee on Non-Utility Credit Card Transactions Equal to or Greater than \$5,000.00, Effective July 1, 2019

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Credit Card Fee Staff Report](#)

[Attachment A: Fee Comparison](#)

City Council Staff Report

Subject: Credit Card Service Fee on Non-Utility Transactions

Author: Rebecca Gillis, Finance Manager

Department: Finance

Date: May 16, 2019

Type of Item: New Business

Recommendation

To increase the level of service while keeping costs low staff recommends that we implement a 2.00% credit card service fee for all non-utility credit card payments equal to or greater than \$5,000 effective July 1, 2019.

Opportunity

- Currently Park City accepts credit cards for public utilities, recreation/library fees, parking fees, fines, and permits, bus advertising, business licenses, special event permits, miscellaneous transactions, and BPE permits under \$1,500.
- With the new BPE software customers will be able to pay online, which will allow for a higher level of service. However, the fees for the credit card transactions would also increase if we allow for payments over \$1,500.
 - In fiscal year 2018 there was approximately \$745k in permits between \$1,500 and \$5,000.
 - The City currently pays on average 2.75% processing fee on each credit card transaction.
- If approved, public outreach will begin immediately.

Background

Currently, BPE permits can only be paid with a credit card if the total transaction is under \$1,500. If an effort to provide a higher level of service to our customers combined with the new implementation of the new BPE software, we want to allow permit applicants to pay with a credit card and online when allowed. We convened a committee with a representative from Ice, Golf, Recreation, Library, Public Utilities, Executive, BPE, Sustainability, and Finance to find a solution that both increased the level of service, but kept our costs low. Additionally, we needed to ensure that any new policy was within the regulations of the credit card companies:

- Cannot charge a service fee on utility payments
- Cannot charge more than it costs the City to process the transaction
- Cannot charge convenience fees
- Must apply the same service fee to all credit card types

The committee determined that charging a service fee only on non-utility transactions equal to or greater than \$5,000 would have the least impact. The majority of customers that would be impacted would be large permit customers that choose to pay with a credit card. Customers will always be given the option to pay via debit card, check or cash to avoid the service fee. Other options that were discussed were:

- Charge a service fee on all non-utility credit card transactions:

- o The City has moved to a credit card centric parking environment and it would be burdensome to charge a service fee on each transaction (average transaction is <\$10).
- o The Committee did not want to impact services that may already be discounted related to social equity (MARC, Library, Sports Complex, etc).
- o Increase customer service time for each transaction to perform the calculation at locations like the PCMARC and Sports Complex.
- o The savings to the City would be approximately \$11,000.
- Charge a service fee on non-utility card transactions over \$3,000:
 - o Impacts to transactions at Sports Complex, Golf, and PCMARC.
 - o The additional cost to the City would be approximately \$9,000.
- Not charge a service fee on any credit card transaction:
 - o Impact would be citywide.
 - o The additional cost to the City could be greater than \$75,000.

Funding

- Finance has requested an increase of \$11,875 in Bank Charges to cover the transaction costs for BPE credit card transactions between \$1,500 and \$5,000 for fiscal year 2020 and forward and would reassess annually. This request will be included in the recommended budget for fiscal year 2020.

Attachments

Attachment A – Comparison of Credit Card Fees in Other Utah Cities

CREDIT CARD FEES CHARGED			
Organization	Utilities	Business License	Building Permit
Centerville	None	None	None
Clearfield	None	None	Ck or Cash Only
Clinton	None	None	None
Farmington	None	None	Ck or Cash Only
Fruit Heights	None	None	Ck or Cash Only
Harrisville	None	Min. \$2.50 or 2.5%	Min. \$2.50 or 2.5%
Heber	None	>\$1,000 Requires Check	>\$1,000 Requires Check
Kaysville	None	None	None
Layton	None	2% on CC but none on Debit	2% on CC but none on Debit
North Ogden	None	None	None
Ogden	None	None	None
Pleasant View	2% over \$1,000	2% over \$1,000	2% over \$1,000
Riverdale	>\$1,500 Requires Check	>\$1,500 Requires Check	>\$1,500 Requires Check
Roy	None	None	None
Sandy	None		
Santa Clara	None	None	>\$1,500 Requires Check
South Ogden	None	None	None
South Weber	None	Ck or Cash Only	Ck or Cash Only
Summit County	None	None	None under \$10k 2.5% >\$10k
Sunset	\$1.95	2.45%	2.45%
Syracuse	1%	1%	1%
Uintah	Use Pay Pal 4% On All	Use Pay Pal 4% On All	Use Pay Pal 4% On All
Utah State Tax Commission	None	~2.50%	~2.50%
Vernal	None	3%	3%
Washington City	1.75%	1.75%	1.75%
Washington Terrace	\$1.90 or 3% > \$300	\$1.90 or 3% > \$300	\$1.90 or 3% > \$300
West Point	None	>\$1,000 is 3%	>\$1,000 is 3%
Woods Cross	None	<\$1,000 No Fee but > \$1,000 Ck or Cash Only	<\$1,000 No Fee but > \$1,000 Ck or Cash Only

*3% on Citations

*2.5% on jail/court

*In process of implementing

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-27, an Ordinance Approving the Stag Lodge Phase IV Third Amended Plat, Amending Unit 46 Located at 8200 Royal Street #46, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[8200 Royal Street Unit 46 Plat Staff Report](#)

[8200 Royal Street Unit 46 Plat Exhibits](#)

City Council Staff Report



Subject: Stag Lodge Phase IV, Third Amended Plat, Amending Unit 46
Author: Tippe Morlan, MS, AICP
(Francisco Astorga, AICP, Senior Planner)
Department: Planning
Date: May 16, 2019
Type of Item: Legislative – Plat Amendment

Project Number:	PL-19-04160
Applicant:	Anu Leeman
Location:	8200 Royal Street #46
Zoning:	Residential Development (RD)
Adjacent Land Uses:	Condominiums
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

Proposal

The applicant is requesting an amendment to the existing Stag Lodge Phase IV condominium plat to convert 1,520 square feet of unexcavated Common Ownership area to Private Ownership Area C belonging to Unit 46. The proposed amendment will allow the applicant to expand the lower level to the footprint of the unit and to add a new level below the existing lower level, also within the existing building footprint. The existing footprint of the unit will not change and no additional parking is required. The unit is proposed to have a total Floor Area of 4,700 square feet, up from 3,180 square feet.

Recommendation

Staff recommends the Planning Commission hold a public hearing for the Stag Lodge Phase IV Third Amended Plat, Amending Unit 46 located at 8200 Royal Street #46 and consider forwarding a **positive** recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. On April 24, 2019, the Planning Commission also held a public hearing and issued a **positive** recommendation for this plat amendment.

Background

July 30, 1992 – The original Stag Lodge Phase IV condominium plat was recorded as a 6-unit condominium project in the Silver Lake area of Deer Valley after City Council approval on March 5, 1992. The overall Stag Lodge Condominium project consists of a total of 52 units ranging in size from 2,213 square feet to 6,806.8 square feet.

1996 – The existing structures within Stag Lodge Phase IV, including Unit 46, were constructed on this site according to Summit County records.

January 22, 2003 – The Stag Lodge Phase IV First Amended plat was recorded after receiving City Council approval on June 6, 2002. This amendment created additional private area for all units and established two types of ownership for the Units for all phases of Stag Lodge. Private Ownership Area A is identified as all previously existing privately owned property, and Private Ownership Area B is identified as property which has changed from Common Area or Limited Common Area to private ownership with any plat amendments; however, the plat notes indicate that Private Ownership Area B cannot be used to create a lockout unit or additional bedrooms.

April 3, 2014 – The Stag Lodge Phase IV Unit 52 Second Amended plat was recorded after receiving City Council approval on October 17, 2013.

March 18, 2019 – The City received a complete Plat Amendment application for the Stag Lodge Phase IV Third Amended Plat, Amending Unit 46. The proposed changes include the creation of Private Ownership Area C to indicate newly created private area which may be used to create additional bedrooms.

April 24, 2019 – The Planning Commission held a public hearing and issued a **positive** recommendation for this plat amendment.

Additionally, outside of Phase IV, several additional Stag Lodge plat amendments have been recorded which have created additional private space within the existing footprint of individual Stag Lodge units. All such amendments to the Stag Lodge development are summarized in the following table:

Phase	Unit Number	Recordation
II – 3 rd Amended	35	January 12, 2015
II – 4 th Amended	49	August 31, 2018
III – 5 th Amended	47 and 48	November 11, 2012
IV – 2 nd Amended	52	April 3, 2014

Analysis

The purpose of the proposed plat amendment is to convert 1,520 square feet of unexcavated Common Ownership area to Private Ownership Area C belonging to Unit 46. The proposed amendment will allow the applicant to expand the lower level and add one level below that up to the footprint of the unit. The applicant would like to expand the lower level by 493 square feet and to create a new lowest level of 1,021 square feet (see Exhibit C – Project Intent). No other units will be affected by this proposal.

Additionally, the applicant is proposing to excavate a 232 square feet patio for the new lowest level beneath the footprint of the existing patio/deck of the lower level to be identified as Private Ownership Area B. There is also a 403 square foot crawl space area, identified as having common ownership, proposed on the lowest level within the existing footprint of the structure.

All changes proposed are internal and will not alter the exterior appearance of Unit 46. Sheet 1 of Stag Lodge Phase IV, recorded July 30, 1992 (Exhibit B) will not be affected as this proposal does not alter the footprint of the building in any way and does not change the number of units.

The proposed amendment increases the size of Unit 46 from 3,180 square feet to 4,700 square feet. With the addition, the Unit will be compatible in size to surrounding units at Stag Lodge that range from 2,213 square feet to 6,806.8 square feet. The parking requirement for this unit is 2 spaces and is based on Residential Parking Ratio Requirements in LMC Section 15-3-6 requiring 2 spaces per Dwelling Unit for Apartments and Condominiums with an Area of 2,000 or more square feet. The unit has an attached two car garage; no additional parking is required.

12th Amended Deer Valley MPD Requirements

This property is subject to the 12th Amended Deer Valley Master Plan Development as a part of the Stag Lodge Condominium development. Stag Lodge was a part of the original Deer Valley MPD, and Phase IV was zoned RD-MPD at the time of the MPD approval. While many subdivisions within Deer Valley use a Unit Equivalent (UE) system with 2,000 square feet per UE, this development is limited to a maximum of 52 units with no Unit Equivalent or unit size restrictions. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units.

The existing condominium unit was constructed in 1996 and is accessed via private road. The development sits within the Sensitive Lands Overlay and is required to have 60 percent open space. There is no change to the open space because the footprint of the affected unit will not be changing. The property is subject to the following criteria:

	Required 12th Amended Deer Valley MPD	Proposed
Height Setbacks	28-35 feet	No changes
	Per the record of survey plat	No changes
Units/UEs	52 Units	No changes
Parking	2 spaces	2 spaces (No changes)

Good Cause

Planning Staff finds that there is good cause for this plat amendment as it will allow the owner to utilize the basement area as private living area in a manner consistent with other existing units, and consistent with provisions of the Deer Valley MPD. Staff finds that the plat will not cause undue harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met.

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 issues were brought up at that time.

Notice

On April 10, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on April 6, 2019, according to requirements of the Land Management Code.

Public Input

No public input has been received at the time of this report.

Alternatives

- The City Council may approve the Stag Lodge Phase IV Third Amended Plat, Amending Unit 46 as conditioned or amended; or
- The City Council may deny the Stag Lodge Phase IV Third Amended Plat, Amending Unit 46 and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Stag Lodge Phase IV Third Amended Plat, Amending Unit 4; or
- The City Council may remand the decision back to the Planning Commission.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking recommended action

The subject property would remain as is and the existing unit would stay at 3,180 square feet in size.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B – Existing Plat
Exhibit C – Project Intent
Exhibit D – HOA Approval
Exhibit E – Aerial
Exhibit F – Site Photographs

Ordinance No. 2019-27

AN ORDINANCE APPROVING THE STAG LODGE PHASE IV THIRD AMENDED PLAT, AMENDING UNIT 46 LOCATED AT 8200 ROYAL STREET #46, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 8200 Royal Street #46 has petitioned the City Council for approval of a Plat Amendment; and

WHEREAS, on April 10, 2019, the property was properly noticed and posted, and courtesy letters were sent to surrounding property owners according to the requirements of the Land Management Code; and

WHEREAS, on April 6, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on April 24, 2019, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on April 24, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 16, 2019, 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 Stag Lodge Phase IV Third Amended Plat, Amending Unit 46 located at 8200 Royal Street #46.

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

SECTION 1. APPROVAL. The Stag Lodge Phase IV Third Amended Plat, Amending Unit 46, 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 8200 Royal Street #46.
2. The site consists of Unit 46 of the Stag Lodge Phase IV Condominium development.
3. The property is in the Residential Development (RD) District.
4. The property is within the 12th Amended Deer Valley Master Planned Development.
5. On April 10, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the

Utah Public Notice Website on April 6, 2019, according to requirements of the Land Management Code.

6. The City received a complete Plat Amendment application for the Stag Lodge Phase IV Third Amended Plat, Amending Unit 46 on March 18, 2019.
7. The proposed changes include the creation of Private Ownership Area C to indicate newly created private area which may be used to create additional bedrooms.
8. The applicant is proposing to convert 1,520 square feet of unexcavated Common Ownership area to Private Ownership Area C belonging to Unit 46.
9. The proposal is to expand the lower level by 493 square feet and to create a new lowest level of 1,021 square feet.
10. The applicant is also proposing to excavate a 232 square feet patio for the new lowest level beneath the footprint of the patio/deck of the lower level to be identified as Private Ownership Area B.
11. There is also a 403 square foot crawl space area, identified as having common ownership, proposed on the lowest level within the existing footprint of the structure.
12. No other units will be affected by this proposal.
13. The footprint of the structure will not change.
14. All changes proposed are internal and will not alter the exterior appearance of Unit 46.
15. The proposed amendment increases the size of Unit 46 from 3,180 square feet to 4,700 square feet.
16. With the addition, the Unit will be compatible in size to surrounding units at Stag Lodge that range from 2,213 square feet to 6,806.8 square feet.
17. Two parking spaces are required. Unit 46 has an existing attached two car garage, and no additional parking is required.
18. The overall Stag Lodge Condominium project consists of a total of 52 units ranging in size from 2,213 square feet to 6,806.8 square feet.
19. Stag Lodge is limited to a maximum of 52 units with no Unit Equivalent or unit size restrictions.
20. There are currently 52 Stag Lodge units, and the proposed amendment does not change the number of units.
21. On July 30, 1992, the original Stag Lodge Phase IV condominium plat was recorded as a 6-unit condominium project in the Silver Lake area of Deer Valley after City Council approval on March 5, 1992.
22. The existing structure was constructed on this site in 1996 according to Summit County records.
23. On January 22, 2003, the Stag Lodge Phase IV First Amended plat was recorded after receiving City Council approval on June 6, 2002 and created two types of ownership for the Units.
24. On April 3, 2014, the Stag Lodge Phase IV Unit 52 Second Amended plat was recorded after receiving City Council approval on October 17, 2013.
25. Additionally, several additional Stag Lodge plat amendments have been recorded which have created additional private space within the existing footprint of individual Stag Lodge units including units 35, 47, 48, 49, and 52.
26. The subject property is within the Sensitive Lands Overlay.

27. There is no change to the open space because the footprint of the affected unit will not be changing.
28. The height and setbacks of the existing structure will not change.

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 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. All other conditions of approval of the Stag Lodge Condominium plats as amended and the Deer Valley MPD shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 16th day of May, 2019.

PARK CITY MUNICIPAL CORPORATION

MAYOR ANDY BEERMAN

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

Exhibit A - Proposed Plat



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, STAG LODGE PHASE IV, THIRD AMENDED, AMENDING UNIT 46, a Utah Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

LEGAL DESCRIPTION

PARCEL 1

UNIT 46, STAG LODGE CONDOMINIUMS, A Utah expandable condominium project, together with an undivided appurtenant ownership interest in and to the common areas and facilities of the project as the same are identified and established in the Record of Survey Map recorded March 4, 1985, as Entry No. 231328 and the Declaration of Condominium for Stag Lodge recorded March 4, 1985, as Entry No. 231329 in Book 333 at Page 435, the Amendment to Declaration of Condominium for Stag Lodge recorded June 1, 1988, as Entry No. 290987 in Book 479 at Page 216, the Record of Survey Map for Stag Lodge Phase II recorded January 17, 1989, as Entry No. 303348 and the Second Amendment to Declaration of Condominium for Stag Lodge recorded January 17, 1989, as Entry No. 303349 in Book 508 at Page 636 of the Official Records, and the Record of Survey Map of Stag Lodge Phase II, recorded March 1, 1990 as Entry No. 321286 and the Third Amendment to Condominium Declaration for Stag Lodge recorded March 1, 1990 as Entry No. 321287 in Book 556 at Page 536 and the Amended Record of Survey Map Stag Lodge Phase III, recorded December 3, 1990 as Entry No. 333684 and the Fourth Amendment to Condominium Declaration for Stag Lodge recorded December 3, 1990 as Entry No. 333685 in Book 589 at Page 188 and the Second Amendment Sheet 2 of 4 Record of Survey Map recorded January 6, 1992 as Entry No. 352470 and the Fifth Amendment to Declaration of Condominium for Stag Lodge recorded January 6, 1992 as Entry No. 352471 in Book 640 at Page 765 and the Record of Survey Map for Stag Lodge Phase IV recorded July 30, 1992 as Entry No. 363084 and the Sixth Amendment and Supplemental Declaration of Condominium for Stag Lodge recorded July 30, 1992 as Entry No. 363086 in Book 675 at Page 214 and the First Amended sheet 2 of 6 Record of Survey Map recorded, January 17, 2003, as Entry No. 645059 and the Amendment to Declaration of Condominium for Stag Lodge recorded January 17, 2003 as Entry No. 645062 in Book 1504 at Page 1845, and the Second Amended pages 2, 4 and 5 Record of Survey Map recorded May 25, 2005, as Entry No. 737279, and the Stag Lodge Common Area Record of Survey Map recorded March 21, 2008, as Entry No. 840403, of the Official Records in the Office of the Summit County Recorder.

PARCEL 2

Together with a 25 foot wide private roadway and non-exclusive public utility easement as set forth on said Record of Survey Map for Stag Lodge Phase II recorded January 17, 1989, as Entry No. 303348. And the Record of Survey Map for Stag Lodge Phase III recorded March 1, 1990 as Entry No. 321286.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that, Ali Leemann and Anuradha Leemann, Co-Trustees of the 2008 Leemann Family Trust, dated November 11, 2008, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand
this _____ day of _____, 2019.

By: _____
Ali Leemann, Trustee

In witness whereof, the undersigned set her hand
this _____ day of _____, 2019.

By: _____
Anuradha Leemann, Trustee

ACKNOWLEDGMENT

State of _____

: ss.

County of _____

On this _____ day of _____, 2019, Ali Leemann personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is a Co-trustee of the 2008 Leemann Family Trust, dated November 11, 2018, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed the STAG LODGE PHASE IV, THIRD AMENDED, AMENDING UNIT 46.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

ACKNOWLEDGMENT

State of _____

: ss.

County of _____

On this _____ day of _____, 2019, Anuradha Leemann personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is a Co-trustee of the 2008 Leemann Family Trust, dated November 11, 2018, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that she executed the STAG LODGE PHASE IV, THIRD AMENDED, AMENDING UNIT 46.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

ASSOCIATION CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned, on behalf of Stag Lodge Owners Association, a Utah nonprofit corporation, having complied with the requirements of both Statutes and the Recorded Declaration hereby consents to the recording of this Condominium Plat Amendment.

Michael Dejarrette, President
Stag Lodge Owners Association, a Utah nonprofit corporation

ACKNOWLEDGMENT

State of _____

: ss.

County of _____

On this _____ day of _____, 2019, personally appeared before me, the undersigned Notary Public, in and for said County and State, Michael Dejarrette, being duly sworn, acknowledged to me that he is the president of the Stag Lodge Owners Association, a Utah nonprofit corporation, and that he signed the above Consent to Record for, on, and in behalf of all of the unit owners at the Stag Lodge Condominium Project acting as a group (under the name of the Stag Lodge Owners Association, a Utah nonprofit corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for Stag Lodge Condominium.

A Notary Public Commissioned in _____

Printed Name _____

Residing in: _____

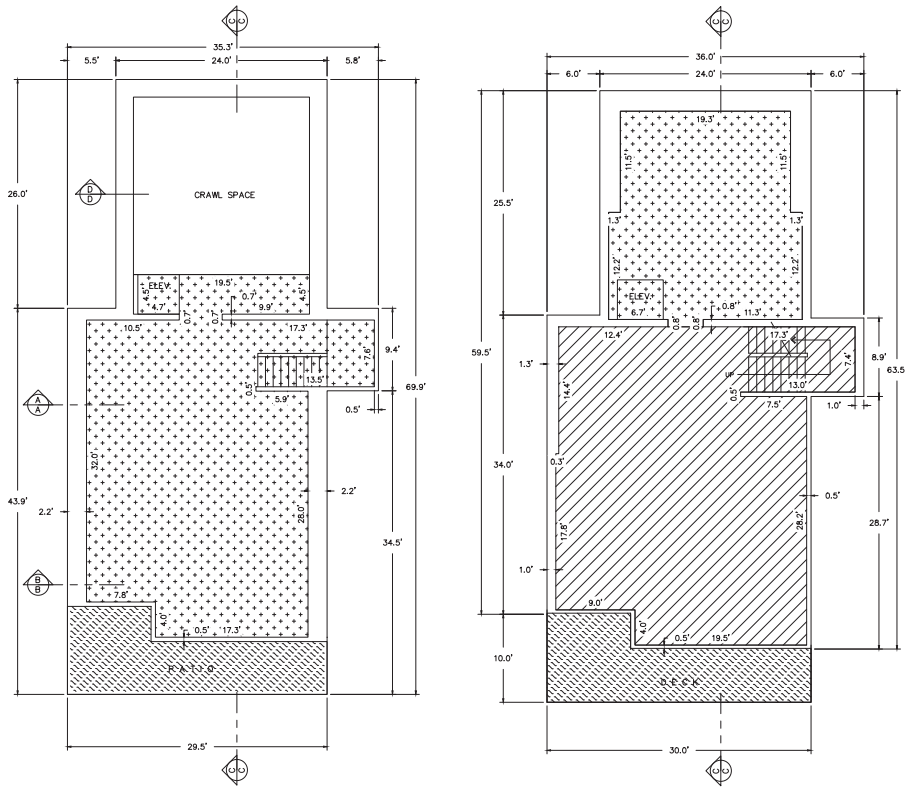
My commission expires: _____

Commission No: _____

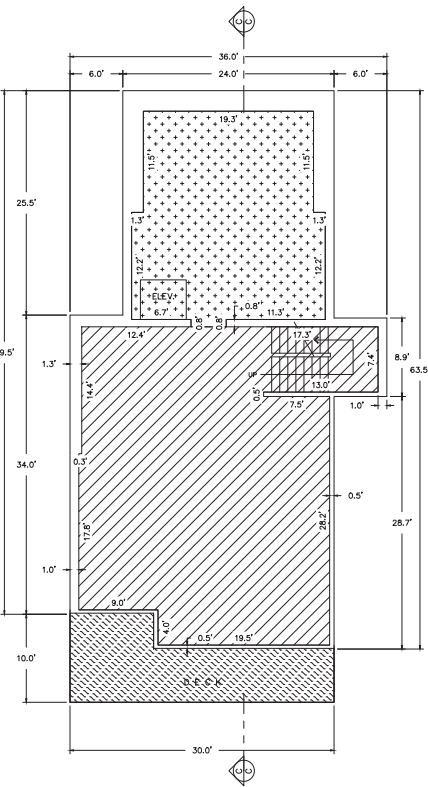
STAG LODGE PHASE IV
THIRD AMENDED
AMENDING UNIT 46

LOCATED IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

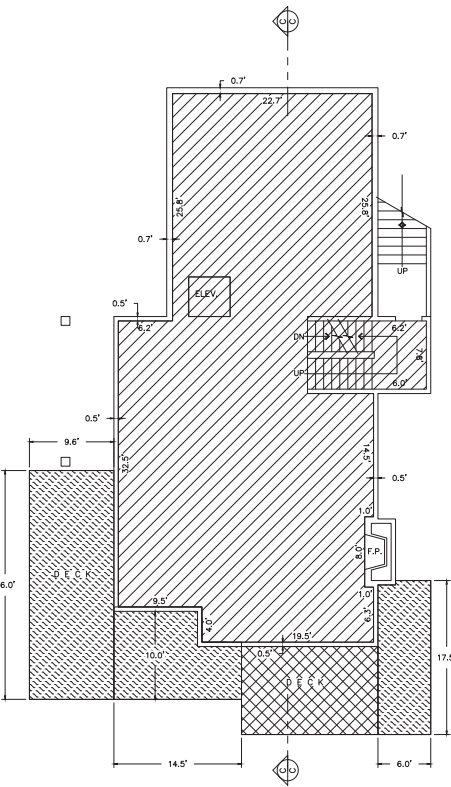
SHEET 1 OF 1



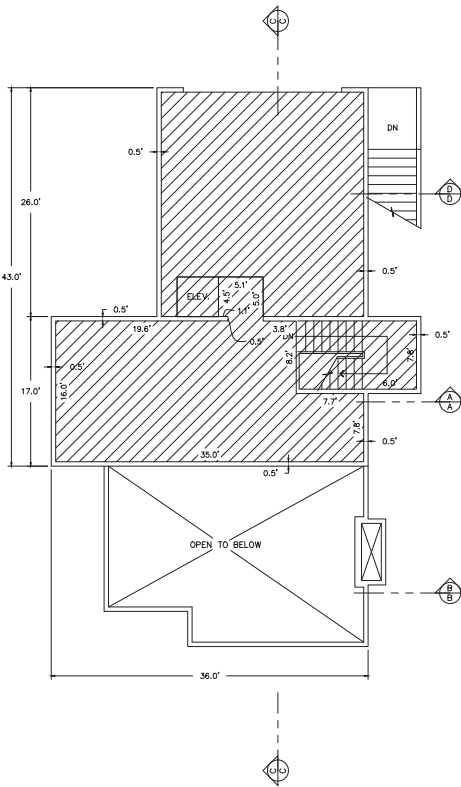
LOWEST LEVEL



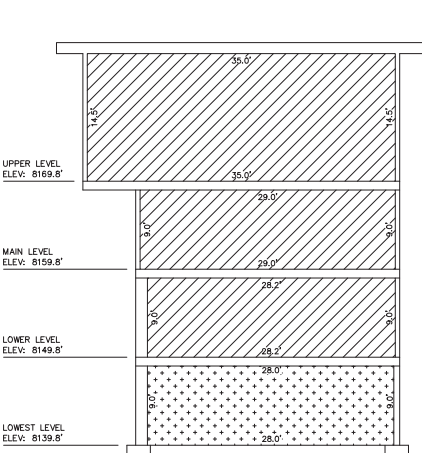
LOWER LEVEL



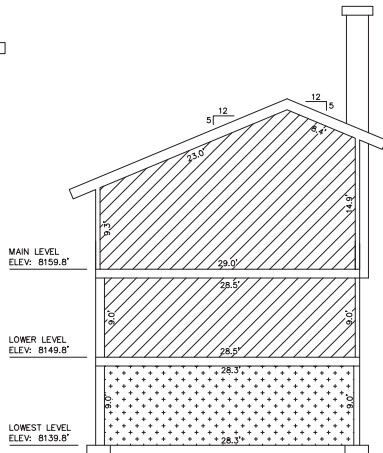
MAIN LEVEL



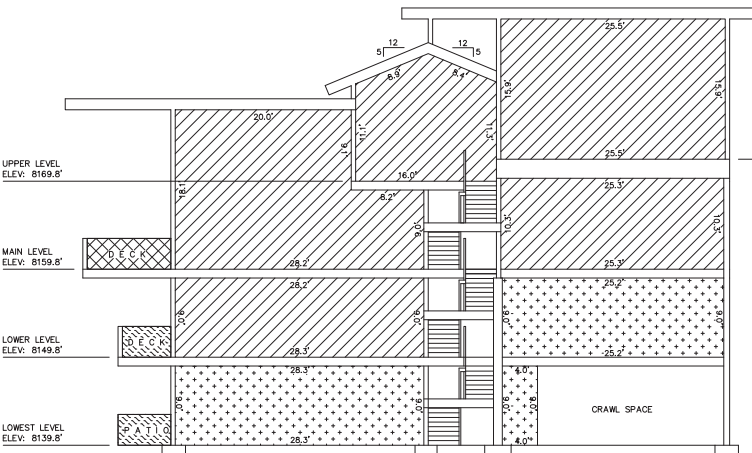
UPPER & GARAGE LEVEL



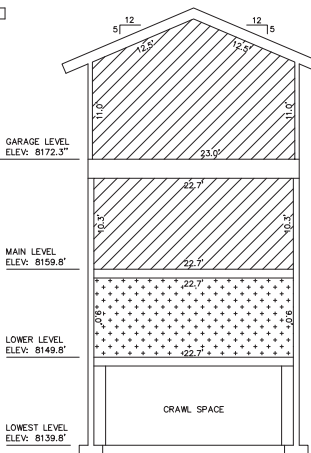
SECTION 'A'



SECTION 'B'



SECTION 'C'



SECTION 'D'

NOTES

- Interior dimensions shown are to finished surfaces.
- All structural elements are designated as common areas.
- All physical features and improvements not shown are designated as common area.
- Refer to Declaration of Condominium for complete description of ownership.
- Benchmark: See Sheet 1 of the Stag Lodge Phase IV Condominium, recorded July 30, 1992, as Entry No. 363084 in the Summit County Recorder's Office for location and elevation.
- This plat is subject to the Conditions of Approval in Ordinance 2019-_____.

NOTES (cont'd)

- All conditions of approval of the Stag Lodge Condominium Record Of Survey plats, as amended, shall continue to apply.
- This plat amendment consists of the conversion of "Common Ownership" to "Private Ownership" on the Lower Level and the addition of the Lowest Level to "Private Ownership."
- The two primary changes reflected on this plat that are different from the previous plat are: 1) The crawl space shown as common area on the Lower Level of the previous plat has been converted to private ownership on this plat. 2) The Lowest Level as shown on this plat did not exist on the previous plat and has been added and is shown as private ownership and common ownership.

OWNERSHIP DESIGNATIONS

- COMMON OWNERSHIP
- LIMITED COMMON OWNERSHIP
- "PRIVATE OWNERSHIP AREA A"
- "PRIVATE OWNERSHIP AREA B"
- "PRIVATE OWNERSHIP AREA C"

FLOOR AREA TABLE

LOWEST LEVEL	1,021 SQ. FT.
LOWER LEVEL	1,524 SQ. FT.
MAIN LEVEL	1,533 SQ. FT.
UPPER LEVEL	622 SQ. FT.
TOTAL SQ. FT.	4,700 SQ. FT.



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

(435) 649-9467

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____

OF _____, 2019

BY _____

S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2019

BY _____

CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2019

BY _____

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____, 2019

BY _____

PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2019

BY _____

PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____,
2019

BY _____

MAYOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

ENTRY NO. _____ FEE _____ RECORDER _____

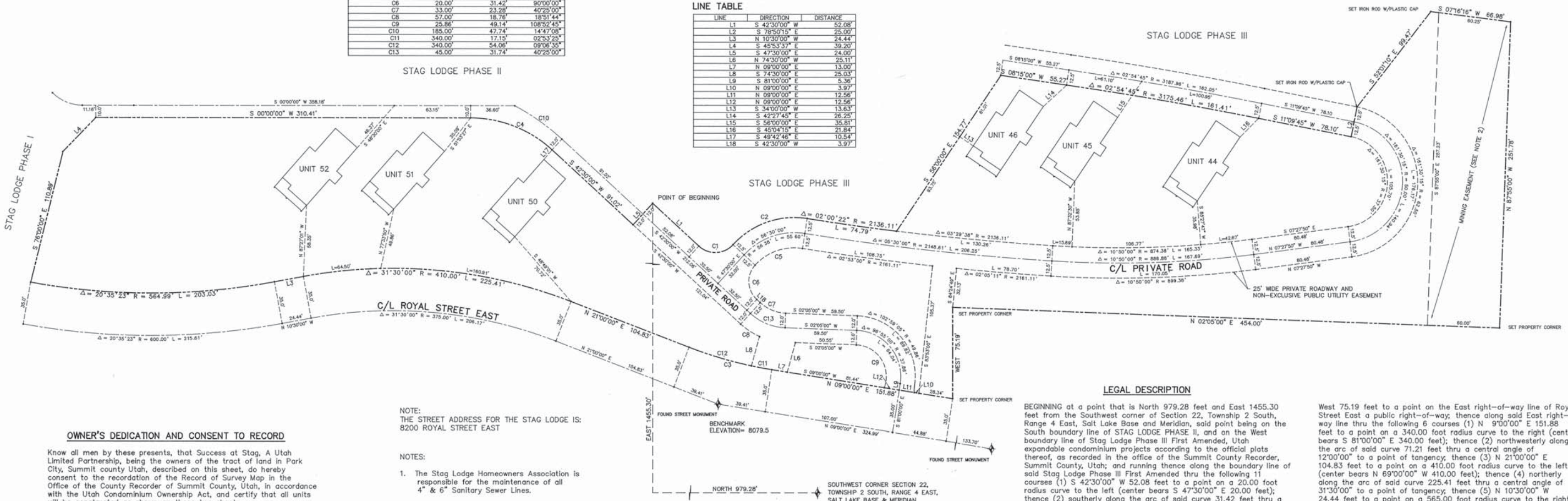
Exhibit B - Existing Plat

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	20.00'	31.42'	90°00'00"
C2	68.88'	67.93'	56°30'00"
C3	340.00'	71.21'	12°00'00"
C4	99.83'	74.05'	42°30'00"
C5	43.88'	43.27'	56°30'00"
C6	20.00'	31.42'	90°00'00"
C7	33.00'	23.28'	40°25'00"
C8	57.00'	18.78'	18°51'44"
C9	25.86'	49.14'	108°52'45"
C10	185.00'	47.74'	14°47'08"
C11	340.00'	17.15'	02°53'25"
C12	340.00'	54.06'	09°08'55"
C13	45.00'	31.74'	40°25'00"

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 42°30'00" W	52.08'
L2	S 78°50'15" E	25.00'
L3	N 10°30'00" W	24.44'
L4	S 45°53'37" E	39.20'
L5	S 47°30'00" E	24.00'
L6	N 74°30'00" W	25.11'
L7	N 09°00'00" E	13.00'
L8	S 74°30'00" E	25.03'
L9	S 81°00'00" E	5.36'
L10	N 09°00'00" E	3.97'
L11	N 09°00'00" E	12.56'
L12	N 09°00'00" E	12.56'
L13	S 34°00'00" W	13.63'
L14	S 42°27'45" E	26.25'
L15	S 56°00'00" E	35.81'
L16	S 45°04'15" E	21.84'
L17	S 49°42'48" E	10.54'
L18	S 42°30'00" W	3.97'



OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents, that Success at Stag, A Utah Limited Partnership, being the owners of the tract of land in Park City, Summit county Utah, described on this sheet, do hereby consent to the recordation of the Record of Survey Map in the Office of the County Recorder of Summit County, Utah, in accordance with the Utah Condominium Ownership Act, and certify that all units will be constructed as shown on these two sheets.

Executed the 2nd day of June, 1992.

Success at Stag
A Utah Limited Partnership

By Harry F. Reed
General Partner

By Stephen M. Schirf
General Partner

ACKNOWLEDGEMENT

State of Utah } ss
County of Summit }

On the 2nd day of June, 1992, personally appeared before me Harry F. Reed, who, being by me duly sworn, did say that he is a General Partner of Success at Stag, a Utah Limited Partnership, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said Limited Partnership as such general partner, and said Harry F. Reed duly acknowledged to me that said partnership executed the same.

Valerie S. Marchant
Notary Public
My Commission Expires: 8/28/94
Residing at: James, UT

ACKNOWLEDGEMENT

State of Utah } ss
County of Summit }

On the 2nd day of June, 1992, personally appeared before me Stephen M. Schirf, who, being by me duly sworn, did say that he is a General Partner of Success at Stag, a Utah Limited Partnership, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said Limited Partnership as such general partner, and said Stephen M. Schirf duly acknowledged to me that said partnership executed the same.

Valerie S. Marchant
Notary Public
My Commission Expires: 8/28/94
Residing at: James, UT

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 6164 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by authority of the owner(s), this Record of Survey Map of Stag Lodge Phase IV, a Utah Expandable Condominium Project, in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act.

John Demkowicz
JOHN DEMKOWICZ L.S. NO. 6164

6-2-92
DATE:



LEGAL DESCRIPTION

BEGINNING at a point that is North 979.28 feet and East 1455.30 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the South boundary line of STAG LODGE PHASE II, and on the West boundary line of Stag Lodge Phase III First Amended, Utah expandable condominium projects according to the official plats thereof, as recorded in the office of the Summit County Recorder, Summit County, Utah; and running thence along the boundary line of said Stag Lodge Phase III First Amended thru the following 11 courses (1) S 42°30'00" W 52.08 feet to a point on a 20.00 foot radius curve to the left (center bears S 47°30'00" E 20.00 feet); thence (2) southerly along the arc of said curve 31.42 feet thru a central angle of 90°00'00" to a point on a 68.88 foot radius reverse curve to the right (center bears S 42°30'00" W 68.88 feet); thence (3) southeasterly along the arc of said curve 67.93 feet thru a central angle of 56°30'00" to a point on a 2136.11 foot radius reverse curve to the left (center bears S 81°00'00" E 2136.11 feet); thence (4) southerly along the arc of said curve 74.79 feet thru a central angle of 2°00'22" thence (5) S 56°00'00" E 154.77 feet; thence (6) S 81°50'00" W 55.27 feet to a point on a 3175.46 foot radius curve to the right (center bears N 81°45'00" W 3175.46 feet); thence (7) southwesterly along the arc of said curve 161.41 feet thru a central angle of 2°54'45" to a point of tangency; thence (8) S 11°09'45" W 78.10 feet; thence (9) S 78°50'15" E 25.00 feet; thence (10) S 52°01'00" E 99.47 feet; thence (11) S 7°16'16" W 66.98 feet; thence N 87°55'00" W 251.78 feet to a point on the East line of the Cache Condominium Project according to the official plat thereof on file in the office of the Summit County Recorder, Summit County, Utah; thence along the boundary line of said Cache Condominium Project thru the following 2 courses (1) N 2°05'00" E 454.00 feet; thence (2)

West 75.19 feet to a point on the East right-of-way line of Royal Street East a public right-of-way; thence along said East right-of-way line thru the following 6 courses (1) N 9°00'00" E 151.88 feet to a point on a 340.00 foot radius curve to the right (center bears S 81°00'00" E 340.00 feet); thence (2) northwesterly along the arc of said curve 71.21 feet thru a central angle of 12°00'00" to a point of tangency; thence (3) N 21°00'00" E 104.83 feet to a point on a 410.00 foot radius curve to the left (center bears N 69°00'00" W 410.00 feet); thence (4) northerly along the arc of said curve 225.41 feet thru a central angle of 31°30'00" to a point of tangency; thence (5) N 10°30'00" W 24.44 feet to a point on a 565.00 foot radius curve to the right (center bears N 79°30'00" E 565.00 feet); thence (6) northerly along the arc of said curve 203.03 feet thru a central angle of 20°35'20" to the southwest corner of STAG LODGE PHASE I a Utah expandable condominium project according to the official plat thereof on file in the office of the Summit County Recorder, Summit County, Utah; thence along the boundary line of said Stag Lodge Phase I thru the following 2 courses (1) S 76°00'00" E 110.89 feet; thence (2) S 45°53'37" E 39.20 feet to a point on the West line of STAG LODGE PHASE II a Utah expandable condominium project according to the official plat thereof on file in the office of the Summit County Recorder, Summit County, Utah; thence along the boundary line of said Stag Lodge Phase II thru the following 4 courses (1) South 310.41 feet to a point on a 99.83 foot radius curve to the right (center bears West 99.83 feet); thence (2) southwesterly along the arc of said curve 74.05 feet thru a central angle of 42°30'00" to a point of tangency; thence (3) S 42°30'00" W 91.02 feet; thence (4) S 47°30'00" E 24.00 feet to the point of beginning. CONTAINS 4.165 ACRES.

RECORD OF SURVEY MAP OF:
STAG LODGE PHASE IV

A UTAH EXPANDABLE CONDOMINIUM PROJECT LOCATED IN
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH



ALLIANCE ENGINEERING INC.

P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(801) 649-9467

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 17th
DAY OF July, 1992 A.D.
BY [Signature]
CHAIRMAN

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS 20th
DAY OF July, 1992 A.D.
BY [Signature]
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 22nd
DAY OF July, 1992 A.D.
BY [Signature]
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST & COUNCIL APPROVAL AND ACCEPTANCE

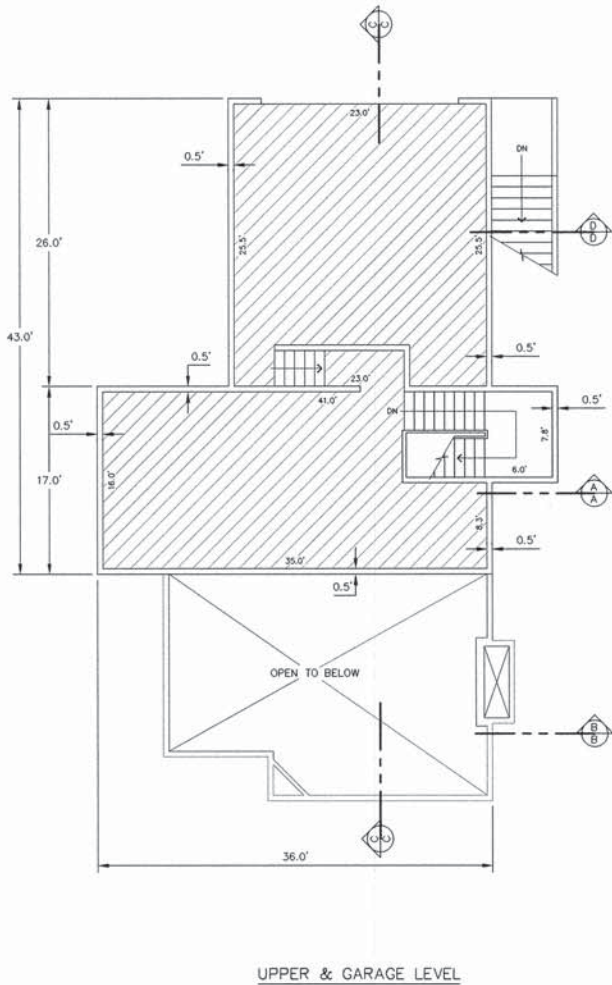
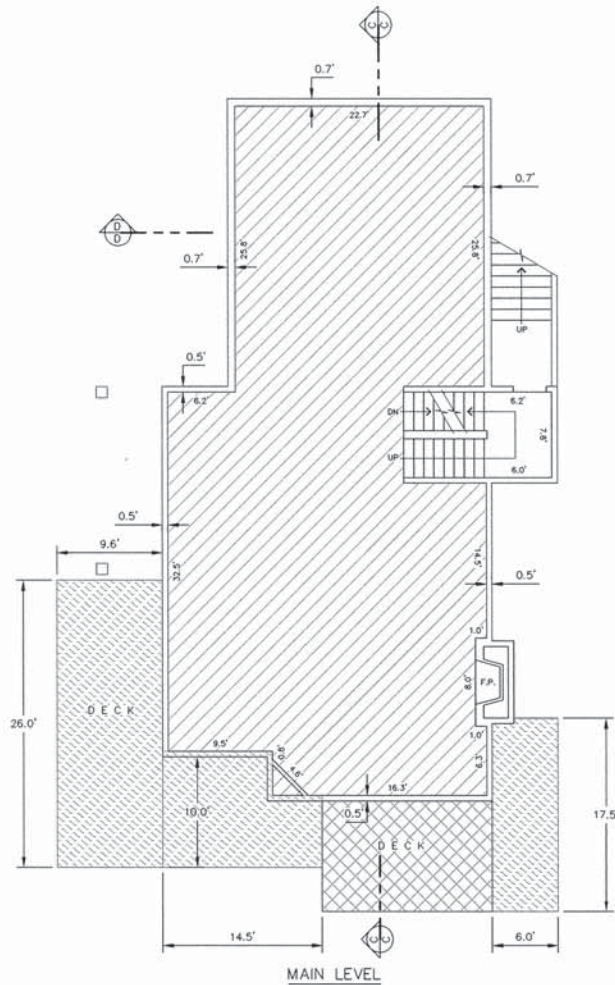
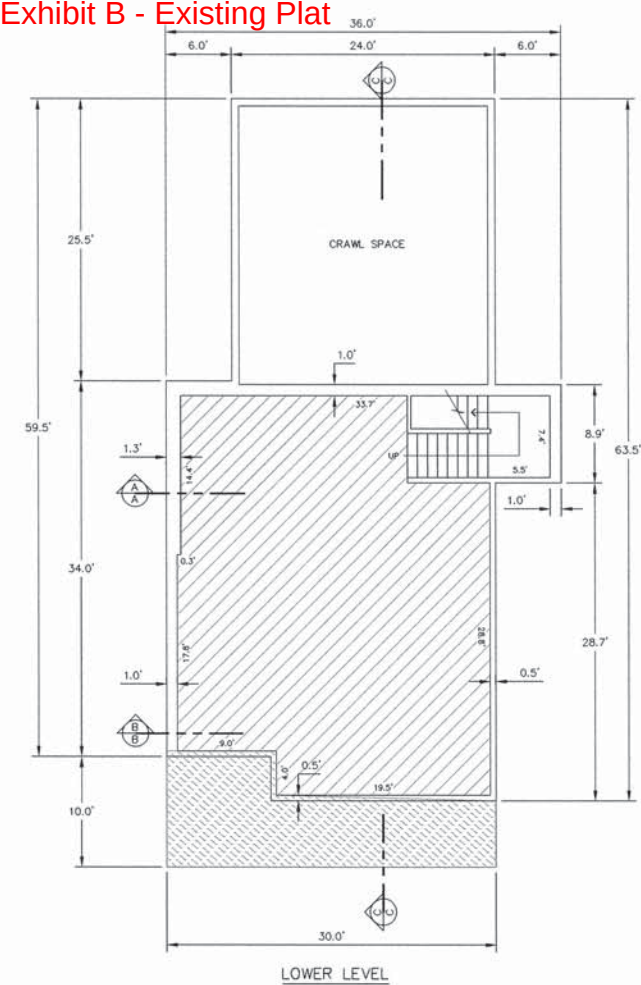
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS 5TH DAY OF MARCH,
1992 A.D.
BY [Signature]
PARK CITY RECORDER

363084

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF High County Title
DATE 07-30-92 TIME 03:50 PM BOOK 11-83-00 PAGE 1
FEE 4.00 RECORDER [Signature]

Exhibit B - Existing Plat



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the unit owners at the STAG LODGE PHASE IV CONDOMINIUM PROJECT acting as a group in accordance with the Declaration of Covenants, Conditions, and Restrictions for STAG LODGE PHASE IV, a Utah Condominium project, this Amended Record of Survey Map of STAG LODGE PHASE IV, which consists of sheet 2 in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify the information shown hereon is accurate.

John Demkowicz
John Demkowicz, LS #154491

11/15/02
Date



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owner(s) of the herein described tract of land, hereby certify that they have caused this survey to be made and this Amended Record of Survey Map to be prepared and hereby consent to the recordation of this Amended Record of Survey Map.

Brad Scott
Brad Scott, President
Stag Lodge Condominium Homeowners Association, Inc.

12-10-02
Date

ACKNOWLEDGMENT

State of Utah
County of Summit

On this 10th day of Dec, 2002, personally appeared before me, the undersigned Notary Public, in and for said County and State, Brad Scott, being duly sworn, acknowledged to me that he is the president of the Stag Lodge Homeowners Association, Inc., and that he signed the above Owner's Dedication and Consent to Record for, on, and in behalf of all of the unit owners at the Stag Lodge Phase IV Condominium Project acting as a group (under the name of the Stag Lodge Homeowners Association, Inc.) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for Stag Lodge Phase IV Condominium.

Mary J. Carney
Notary Public

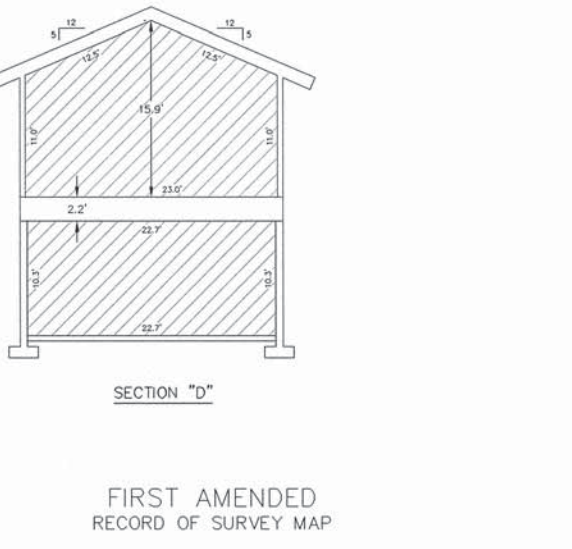
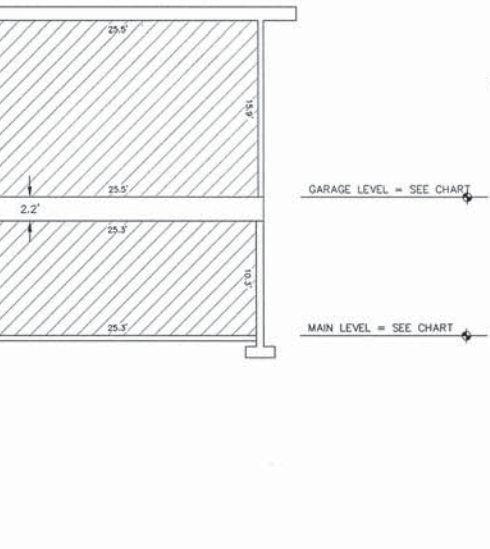
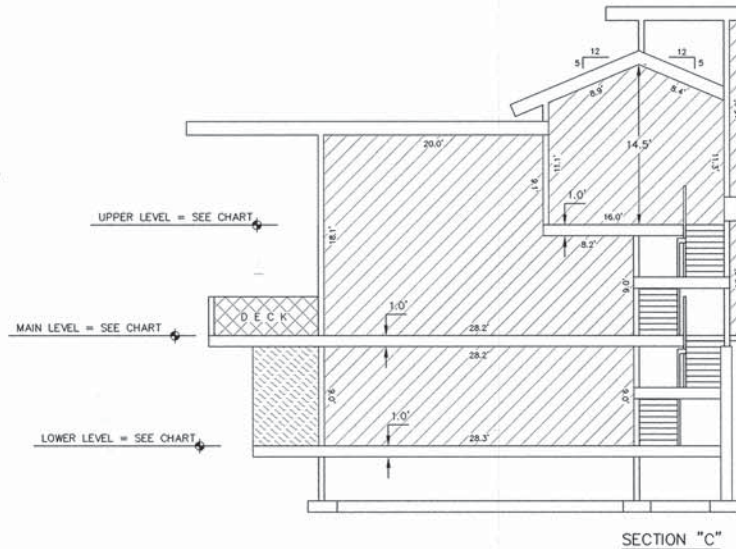
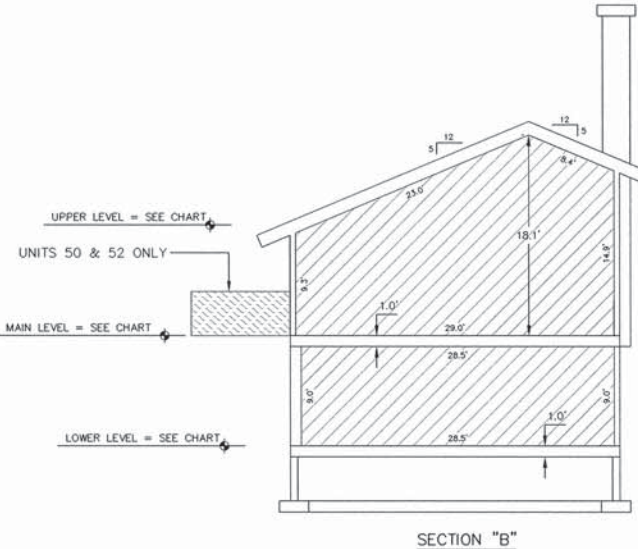
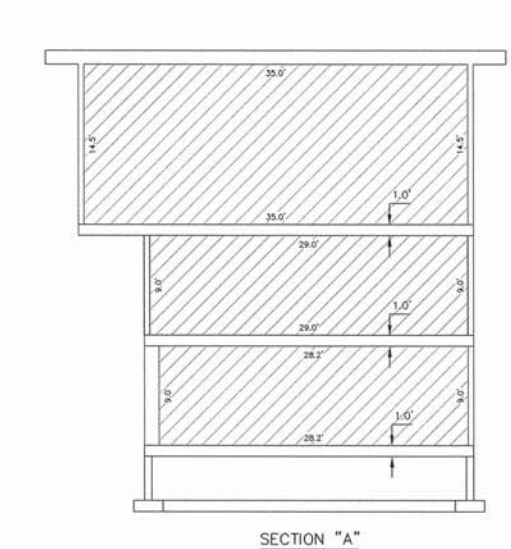
Residing in: Park City

My commission expires: 6-1-2004

- NOTES:
- This Amended Record of Survey Map is an Amendment of sheet 2 of the Stag Lodge Phase IV Condominium, recorded July 30, 1992, as Entry #363084 in the Summit County Records Office. Sheet 1 of Stag Lodge Phase IV Condominium as recorded July 30, 1992, shall remain intact.
 - All other conditions of approval of the Stag Lodge Condominium project continue to apply.
 - Recorded concurrently herewith an Amendment to the Condominium Declaration for Stag Lodge. This Amended Record of Survey Map has been prepared in connection with said Amended Declaration which provides for, but not limited to, the following:

"Private Ownership Area A" means and refers to all of the previously existing privately owned property as shown on the original Map or Maps, property privately owned prior to the Private Ownership Area B Effective Date.

"Private Ownership Area B" means and refers to the property changed from Common Area or Limited Common Area to private ownership which, hereafter, shall for all purposes be considered part of each Unit, as shown on this Amended Map, including by way of illustration but not limitation private ownership, taxes, assessments, insurance, liability, maintenance, repair and replacement. Private Ownership Area B cannot be used to create a lockout unit of additional bedrooms.
 - The dimensions of the private spaces and square footage calculations are based on the Record of Survey Map of Stag Lodge Condominium (see Note 1), and on measurements in the field. Minor variations may occur. It is the intent that the private ownership area of the units will be as constructed.



FLOOR AREA / FLOOR ELEVATION TABLE					
	UNIT 45	UNIT 46	UNIT 50	UNIT 51	UNIT 52
LOWER LEVEL	8149.0'	8149.8'	8090.2'	8094.3'	8090.5'
	1031 SQ. FT.	1031 SQ. FT.	1031 SQ. FT.	1031 SQ. FT.	1031 SQ. FT.
MAIN LEVEL	8159.0'	8159.8'	8100.2'	8104.3'	8100.5'
	1527 SQ. FT.	1527 SQ. FT.	1527 SQ. FT.	1527 SQ. FT.	1527 SQ. FT.
UPPER LEVEL	8169.0'	8169.8'	8110.2'	8114.3'	8110.5'
	622 SQ. FT.	622 SQ. FT.	622 SQ. FT.	622 SQ. FT.	622 SQ. FT.
GARAGE LEVEL	8171.5'	8172.3'	8112.7'	8116.9'	8113.8'
	8171.5'	8172.3'	8112.7'	8116.9'	8113.8'
TOTAL SQ. FT.	3180 SQ. FT.	3180 SQ. FT.	3180 SQ. FT.	3180 SQ. FT.	3180 SQ. FT.

UNITS 45, 46, 50, 51, & 52

NOTE:

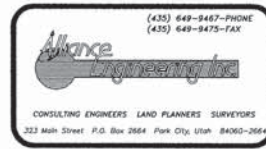
- INTERIOR DIMENSIONS SHOWN ARE TO FINISH SURFACES.
- ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
- ALL PHYSICAL FEATURES AND IMPROVEMENTS NOT SHOWN AREA DESIGNATED AS COMMON AREA.
- REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
- BENCHMARK: SEE SHEET 1 FOR LOCATION AND ELEVATION.

OWNERSHIP DESIGNATIONS

- PRIVATE OWNERSHIP AREA A
- COMMON OWNERSHIP
- LIMITED COMMON OWNERSHIP
- PRIVATE OWNERSHIP AREA B

STAG LODGE PHASE IV

A UTAH CONDOMINIUM PROJECT
LOCATED IN SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST
S.L.B. & M.
PARK CITY, SUMMIT COUNTY, UTAH



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 3rd DAY OF January, 2003 A.D.

BY *David R. W.D.*
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 6th DAY OF January, 2002 A.D.

BY *Chairman*
CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 6th DAY OF JANUARY, 2002 A.D.

BY *Eric W. DeLam*
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 9th DAY OF JANUARY, 2003 A.D.

BY *Tracy C. Tish*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 6th DAY OF JUNE, 2002 A.D.

BY *James M. Scott*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 6th DAY OF JUNE, 2002 A.D.

BY *Doreen M. Williams*
MAYOR

JOB NO.: 5-7-01 FILE: Z:\s\dwg\phase4-Am\sh12

#645383 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF High Country Title
DATE 1-22-2003 TIME 8:30 AM BOOK --- PAGE ---

166.00 FEE *Doreen M. Williams* RECORDER

THIRD AMENDED STAG LODGE PHASE IV, UNIT 46

March 12, 2019

PROJECT INTENT

Stag Lodge Phase IV, originally recorded July 30, 1992, as Entry No. 363084, is a 6-unit condominium project located in the Silver Lake area of Deer Valley.

The purpose of this application is to amend Unit 46. The proposal is to enlarge Unit 46 by expanding the Lower Level as shown on Page 2 of 3, First Amended Stag Lodge Phase IV, recorded January 22, 2003, as Entry No. 645383, to encompass the entire existing building footprint. The area on the Lower Level to be changed is currently designated as Common Ownership and is indicated as "Crawl Space". It is proposed that this new area be designated as "Private Ownership Area A". In addition, it is also being proposed that another level be added below the Lower Level to be designated as "Lowest Level". Approximately 70% of the Lowest Level will be "Private Ownership Area A" and the remainder will continue to be Common Ownership and will be designated as Crawl Space. A patio is also proposed adjacent to the Lowest Level.

The majority of proposed changes taking place are internal and the only external change will be at the rear of the Lowest Level where exterior doors will be placed as well as the patio.

Sheet 1 of 2 of Stag Lodge Phase IV, recorded July 30, 1992, as Entry No. 363084 will not be affected, as it is not being proposed to alter the footprint of the building in any way.

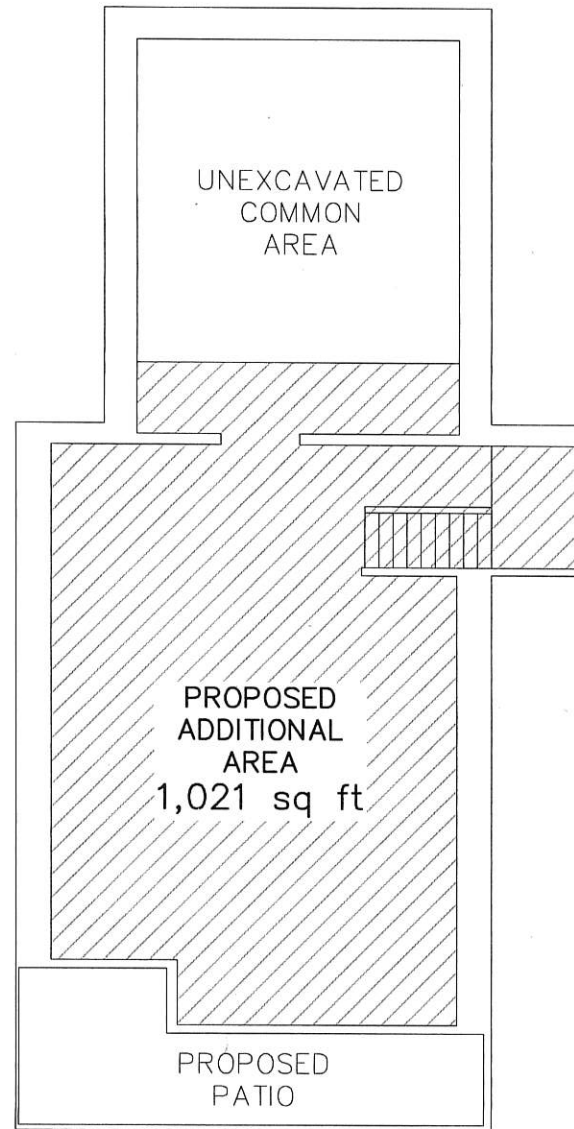
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MAR 12 2019

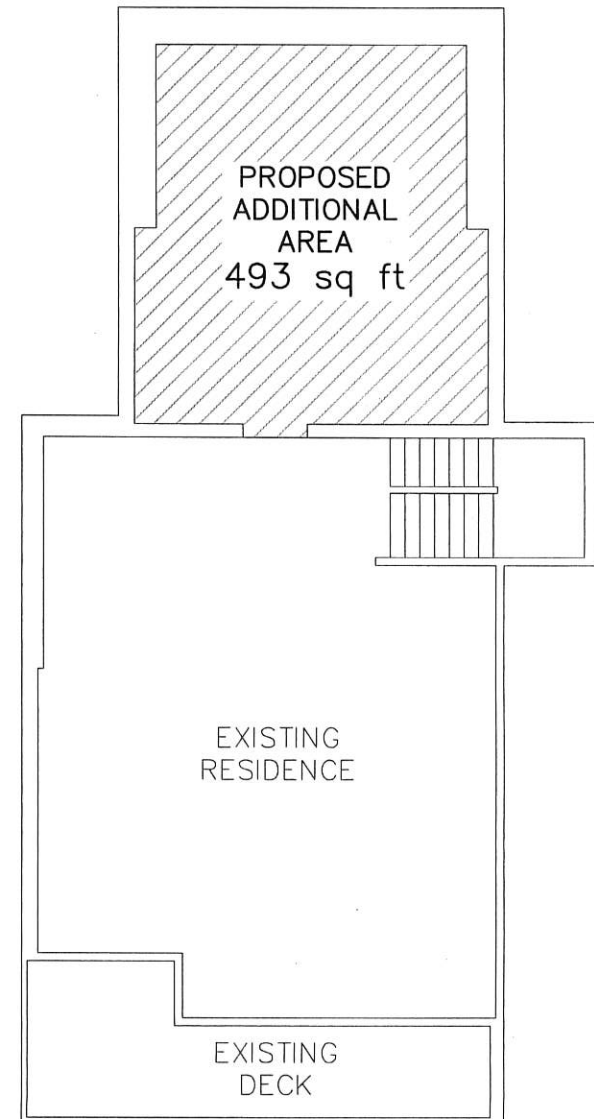
PARK CITY
PLANNING DEPT.

PROPOSED ADDITION TO STAG LODGE UNIT 46

$$\begin{array}{r} 493 \text{ sq ft} \\ + 1,021 \text{ sq ft} \\ \hline = 1,514 \text{ sq ft} \\ \text{TOTAL ADDITION} \end{array}$$



PROPOSED LOWEST LEVEL
(CURRENTLY NOT EXISTING)



EXISTING LOWER LEVEL
(PLUS ADDITION)

RECEIVED
MAR 12 2019
PARK CITY
PLANNING DEPT.

RL | Richards Law^{PC}

4141 S. Highland Drive
Ste. 225
Salt Lake City, UT 84124

Tel 801.274.6800
Fax 801.274.6805
Email john@richardshoalaw.com
Web www.richardshoalaw.com

March 7, 2019

Marshall King
Plat Coordinator
323 Main Street
Park City, Utah 84060

Via email only: marshall@alliance-engr.com

RE: Stag Lodge Owners Association, Inc.
Certification of Vote to Modify Unit 46

Dear Mr. King and Municipal Officials:

This firm represents Stag Lodge Homeowners Association, Inc. ("Association"). We were recently authorized by the Association's Board of Directors to oversee a vote of its membership regarding the proposed modifications to Stag Lodge Unit 46.

Pursuant to the voting provisions of the Association's governing documents and Utah Code, voting for the proposed modifications to Unit 46, owned by Ali and Anuradha Leemann, commenced on February 15, 2019 with a closing date to vote of March 8, 2019. A ballot instructions and introductory letters were delivered to each homeowner via FedEx and email at the last known address.

Stated on the ballot was notification that Owners holding more than fifty percent (50%) of the total votes must return ballots to establish a quorum and that sixty-seven (67%) of the total voting interest of the Association must be received to approve and pass the proposal.

THIS LETTER CERTIFIES THE PROCEDURE AND RESULTS OF THE VOTING AND HEREBY CONFIRMS THAT THE QUORUM REQUIREMENT WAS MET AND THAT THE PROPOSAL WAS APPROVED BY THE MEMBERS. As of March 8, 2018, 75.297% of the total voting interest had submitted ballots. Of the ballots received, 72.677% approved the proposal and 2.62% disagreed.

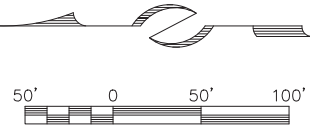
Sincerely,

John D. Richards

RECEIVED

MAR 12 2019

PARK CITY
PLANNING DEPT.



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	(435) 649-9467	STAFF: JESSICA HALL MARSHALL KING	AERIAL PHOTOGRAPH STAG LODGE PHASE IV UNIT 46 FOR: ALI AND ANURADHA LEEMANN JOB NO.: 11-4-18 FILE: X:\SilverLakeVillage\dwg\Exhibits\Stag 46-ortho.dwg	SHEET 1 OF 1
	DATE: 10/11/18			

89Z



Stag Lodge Phase II Unit 49 - looking northerly





Stage Lodge Phase IV Unit 46 – Looking Northerly



Stage Lodge Phase IV Unit 46 – Looking Southwesterly



Stage Lodge Phase IV Unit 46 – Looking Northeasterly

Exhibit F - Site Photographs



Stage Lodge Phase IV Unit 46 – Looking Southeasterly

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Francisco Astorga

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance No. 2019-28, an Ordinance Approving the Double H Plat Amendment, an Amendment of Lots 5, 6, 7, and 8 and the South One-Half (1/2) of Lot 9, Block 56, Snyder's Addition to the Park City Survey, Located at 1120, 1124, and 1128 Park Avenue
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Double H Plat Amendment Staff Report](#)

[Double H Plat Amendment Exhibits](#)

City Council Staff Report

Subject: Double H Plat Amendment - An Amendment of Lots 5, 6, 7, 8, and the south one-half (½) of Lot 9, Block 56, Snyder's Addition to the Park City Survey

Address: 1120 / 1124 / 1128 Park Avenue

Author: Francisco Astorga, AICP, Senior Planner

Project Number: PL-19-04128

Date: 16 May 2019

Type of Item: Legislative – Plat Amendment

Executive Summary

Staff recommends that the City Council review and hold a public hearing for the Double H Plat Amendment, located at 1120, 1124, 1128 Park Avenue, and consider approval based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

This is a Plat Amendment request to reconfigure four and a half (4½) Old Town lots into three (3) lots of record, by removing three (3) interior site lot lines and adding one (1) interior lot side lot line

Description

Applicant: Hosenfeld/Holt, LLC
represented by Marshall King, Alliance Engineering, Inc.

Location: 120, 1124, 1128 Park Avenue

Zoning: Historic Residential-Medium Density District (HRM) District

Adjacent Land Uses: Residential

Historic Designation: 1128 and 1124 Park Avenue are Landmark sites

Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

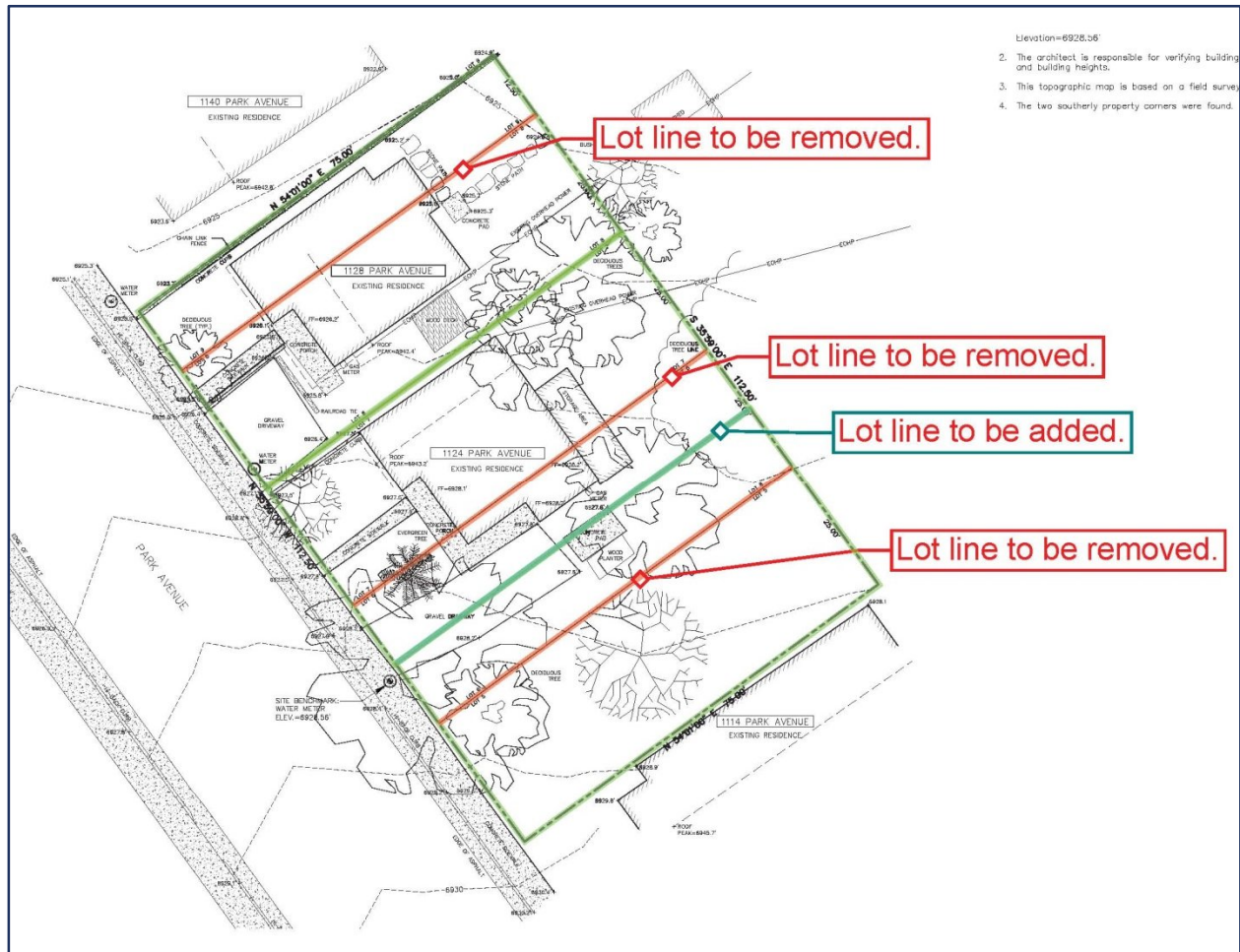
Background

On February 5, 2019 a complete Plat Amendment application was submitted to the City. The subject site consists of Lots 5, 6, 7, 8, and the south one-half (½) of Lot 9, Block 56, Snyder's Addition to the Park City Survey. Lot 5, 6 and 7 are identified by Summit County as Parcel # SA-364. Lot 8 and ½ of Lot 9 are identified by Summit County as Parcel # SA-365. The property consists of two (2) historic landmark designated sites at 1124 and 1128 Park Avenue with a side lot line going through each historic structure, as well as a vacant site towards the south at 1120 Park Avenue. The proposal consists of the following (from north to south):

- Removing the side lot line between ½ of Lot 9 and Lot 8, going through the historic structure, creating one (1) lot of record; this site remains 1128 Park Avenue.

- Removing the side lot line between Lot 7 and Lot 6, going through the historic structure, and adding a new lot line halfway through platted Lot 6, creating one (1) lot of record; this site remains 1124 Park Avenue.
- Removing the lot line between Lot 6 and Lot 5, in conjunction with the newly added lot line halfway through platted Lot 6, creating one (1) lot of record; this sites would remain vacant, and it would be recognized as 1120 Park Avenue.

The proposal is represented graphically with the following diagram:



During the April 24, 2019 Planning Commission meeting the Commission reviewed this application and opened a public hearing. The Commission voted unanimously (5-0 vote) to forward a positive recommendation to the City Council.

Purpose

The purpose of the Historic Residential Medium Density (HRM) District is to:

1. allow continuation of permanent residential and transient housing in original residential Areas of Park City,
2. encourage new Development along an important corridor that is Compatible with Historic Structures in the surrounding Area,

3. encourage the rehabilitation of existing Historic Structures,
4. encourage Development that provides a transition in Use and scale between the Historic District and the resort Developments,
5. encourage Affordable Housing,
6. encourage Development which minimizes the number of new driveways
Accessing existing thoroughfares and minimizes the visibility of Parking Areas,
and
7. establish specific criteria for the review of Neighborhood Commercial Uses in
Historic Structures along Park Avenue.

Analysis

The subject site is located at 1120, 1124, 1128 Park Avenue. The site is within the HRM District. The proposed Plat Amendment creates three (3) lots of record from 4½ Old Town lots. The applicant's proposed reconfiguration includes the removal of two (2) side lot lines going through one historic structure each.

The minimum lot size within the HRM District for single family dwellings is 1,875 square feet. The proposed lot size of all three (3) lots is 2,812.5 square feet. The minimum lot width within the HRM District is thirty-seven and half feet (37.5'). The proposed lot width of all three (3) lots is thirty-seven and half feet (37.5'). The proposed lot reconfiguration meets lot and site requirements of the HRM District. The following table contains development parameters of the HRM District:

Parameter	Permitted
Minimum Front Setback	15 feet
Minimum Rear Setbacks	10 feet
Minimum Side Setbacks	5 feet
Maximum Building Height	27 feet

Existing Gravel Driveways

Gravel is not an authorized material as it needs to be hard-surfaced (concrete, asphalt, etc.).

The survey shows an existing gravel driveway at 1128 Park Avenue (proposed Lot C). Staff recommends adding the following condition of approval: Prior to Plat recordation, the applicant shall file appropriate City permits/applications and complete the following options: i) replace the gravel of the driveway with an approved hard-surfaced material, or ii) remove the gravel driveway and add landscaping in its place to prevent a vehicle from parking.

The survey shows an existing gravel driveway at 1124 Park Avenue (proposed Lot B) between the newly proposed side lot line adjacent to 1120 Park Avenue (proposed Lot A). Staff recommends adding the following condition of approval: Prior to Plat recordation, the applicant shall file appropriate City permits/applications and complete one of the following options: i) replace the gravel of the driveway with an approved hard-surfaced material in compliance with the newly created side lot line between 1124 Park

and 1120 Park Avenue; or ii) remove the gravel driveway and add landscaping in its place to prevent a vehicle from parking.

Existing Shed at Boo Radley Alley (Parcel # SA-360-A-X)

The survey shows an existing shed off the subject property located approximately thirteen feet (13') towards the east, on Park City Municipal Property, parcel # SA-360-A-X, location informal known as Boo Radley alley. The shed is approximately 120 square feet, and is not listed on the City's Historic Sites Inventory (HSI). When asked about the shed, the property owner responded that the shed behind 1128 Park Avenue has indeed been and probably is currently being used for storage by his renters at 1128 Park Ave. In coordination with the City's Property, Real Estate, Trails & Open Space Manager Heinrich Deters, the City will separately address the use of its property.

Good Cause

Staff finds that there is good cause for this Plat Amendment as two (2) interior lot lines running through existing historic structures will be removed, creating two (2) lots of record for the two (2) historic designated sites. The three (3) lots will meet minimum lot size of the HRM District. Existing non-compliant driveways will be resolved prior to Plat recordation. Standard conditions of approval have been added regarding residential fire sprinklers and public snow storage.

Miscellaneous

Staff contacted Summit County Recorder's office regarding the unusual name of the proposed Plat Amendment. The County reported that they had no issues with the proposed name as it was not already taken and it complied with their current guidelines, policy, etc., for naming plats.

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 10, 2018, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on April 6, 2018, according to requirements of the LMC.

Public Input

No public input has been received by the time of this report.

Alternatives

- The Planning Commission may forward a positive recommendation to the City Council for the proposed Plat Amendment, as conditioned or amended; or

- The Planning Commission may forward a negative recommendation to the City Council for the proposed Plat Amendment, and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the proposed Plat Amendment, and request additional information or analysis in order to make a recommendation.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of Not Taking Recommended Action

Consequences of not taking the recommended action is that the two (2) historic designated sites would continue to be one and a half (1½) lots containing a lot line going through the historic structure with two (2) gravel driveways.

Summary Recommendation

Staff recommends the Planning Commission review and hold a public hearing for the Double H Plat Amendment, located at 1120, 1124, 1128 Park Avenue, and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance

Attachment 1 – Proposed Plat Amendment

Exhibit B – Applicant's Project Description

Exhibit C – Survey

Exhibit D – County Tax Map

Exhibit E – Aerial Photograph

Exhibit F – Site Photographs

Exhibit G – Survey with Proposed Side Property Lines

Exhibit A – Draft Ordinance

Ordinance No. 2019-28

AN ORDINANCE APPROVING THE DOUBLE H PLAT AMENDMENT, AN AMENDMENT OF LOTS 5, 6, 7, 8 AND THE SOUTH ONE-HALF (1/2) OF LOT 9, BLOCK 56, SNYDER'S ADDITION TO THE PARK CITY SURVEY, LOCATED AT 1120, 1124 & 1128 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 1120, 1124 & 1128 Park Avenue have petitioned the City Council for approval of this Plat Amendment; and

WHEREAS, on April 10, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on April 6, 2019, 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 April 24, 2019, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on April 24, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 16, 2019, 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 Double H Plat Amendment, located at the same address.

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

SECTION 1. APPROVAL. The Double H Plat Amendment 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 subject site is located at 1120, 1124, 1128 Park Avenue.
2. The site is within the HRM District.
3. The subject site consists of Lots 5, 6, 7, 8, and the south one-half (½) of Lot 9, Block 56, Snyder's Addition to the Park City Survey.
4. Lot 5, 6 and 7 are identified by Summit County as Parcel # SA-364.

5. Lot 8 and ½ of Lot 9 are identified by Summit County as Parcel # SA-365. The proposed Plat Amendment creates three (3) lots of record from 4½ Old Town lots.
6. The applicant's proposed reconfiguration includes the removal of two (2) side lot lines going through one historic structure each.
7. The property consists of two (2) historic landmark designated sites at 1124 and 1128 Park Avenue with a side lot line going through each historic structure, as well as a vacant site towards the south at 1120 Park Avenue.
8. The minimum lot size within the HRM District for single family dwellings is 1,875 square feet.
9. The proposed lot size of all three (3) lots is 2,812.5 square feet.
10. The minimum lot width within the HRM District is thirty-seven and half feet (37.5').
11. The proposed lot width of all three (3) lots is thirty-seven and half feet (37.5').
12. The proposed lot reconfiguration meets lot and site requirements of the HRM District.
13. There are two (2) gravel driveways on the property.
14. Gravel is not an authorized material parking areas and driveways as it needs to be hard-surfaced (concrete, asphalt, etc.).
15. Prior to Plat recordation the applicant shall address the two (2) gravel non-compliances through Condition of Approval no. 3 and 4.
16. 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 shall 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. Regarding the 1128 Park Avenue site: Prior to Plat recordation, the applicant shall file appropriate City permits/applications and complete the following options:
 - i) replace the gravel of the driveway with an approved hard-surfaced material, or
 - ii) remove the gravel driveway and add landscaping in its place to prevent a vehicle from parking.
4. Regarding the 1120 and 1124 Park Avenue site: Prior to Plat recordation, the applicant shall file appropriate City permits/applications and complete one of the following options: i) replace the gravel of the driveway with an approved hard-surfaced material in compliance with the newly created side lot line between 1124 Park and 1120 Park Avenue; or ii) remove the gravel driveway and add landscaping in its place to prevent a vehicle from parking.
5. Residential fire sprinklers are required for all new construction per requirements of the Chief Building Official, and shall be noted on the plat.
6. Ten foot (10') public snow storage easement shall be granted along the Park Avenue Right-of-Way.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 16th day of May, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat Amendment

VICINITY MAP

SCALE: 1"=300'

FOUND BRASS CAP STREET MONUMENT IN PARK AVENUE/12TH STREET

FOUND BRASS CAP STREET MONUMENT IN PARK AVENUE/11TH STREET

PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah, and that by authority of the owner, DOUBLE H PLAT AMENDMENT has been reviewed under my direction, and 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

Lots 5, 6, 7, 8, and the South one-half (1/2) of Lot 9, Block 56, Snyder's Addition to Park City Survey, according to the official plat thereof on file and of record in the Office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Jason Hosenfeld, Manager of Hosenfeld/Holt Family, LLC, a Utah limited liability company, the undersigned owner of the herein described tract of land, does hereby certify that it has caused this plat to be prepared, and does hereby consent to the recordation of this plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2019.

By: Jason Hosenfeld, Manager
Hosenfeld/Holt Family, LLC, a Utah limited liability company

ACKNOWLEDGMENT

State of _____)
: ss.
County of _____)

On this _____ day of _____, 2019, Jason Hosenfeld personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of Hosenfeld/Holt Family, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the DOUBLE H PLAT AMENDMENT.

By: _____
Notary Public

Printed Name _____
Residing in: _____
My commission expires: _____
Commission No. _____

NOTES

1. This plat is subject to the Conditions of Approval in Ordinance 2019-_____, and removes the existing historical lot lines to create three new lots of record.

DOUBLE H PLAT AMENDMENT

LOCATED IN BLOCK 56, SNYDER'S ADDITION TO PARK CITY,
WITHIN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

2/1/19 JOB NO.: 7-8-16 FILE: X:\SnydersAddition\dwg\env\plat2016\070816.dwg

(435) 648-9487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2019 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2019 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2019 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2019 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ TIME _____ DATE _____ ENTRY NO. _____
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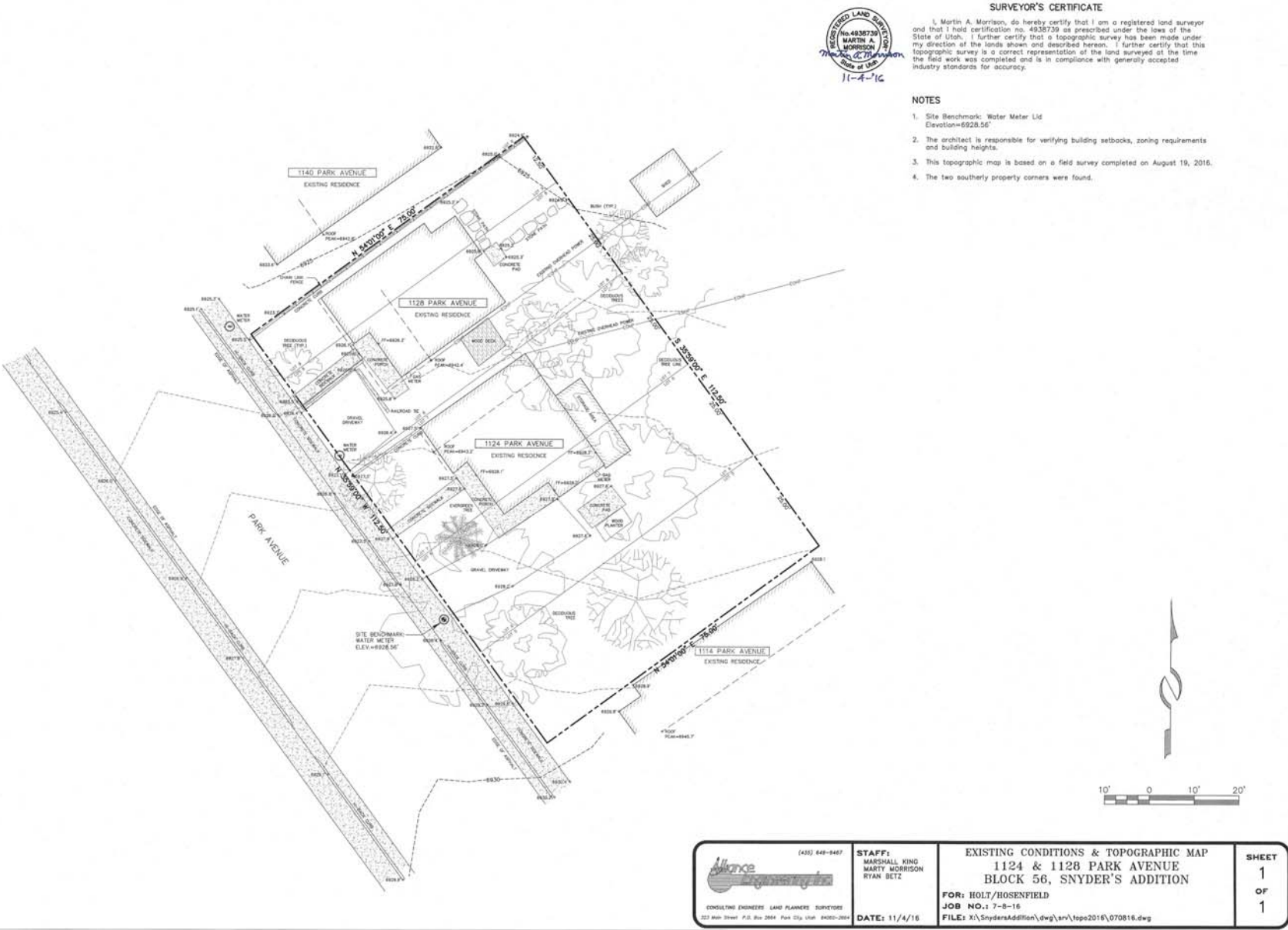
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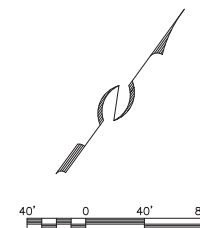
SNYDER'S ADDITION TO PARK CITY SURVEY, BLOCK 56,
LOTS 5, 6, 7, 8, AND THE SOUTH ONE-HALF (1/2) OF LOT 9

(1120, 1124 & 1128 Park Avenue)

PROJECT INTENT

Lots 5, 6, 7, 8, and the south one-half (1/2) of Lot 9, Block 56, are owned by Hosenfeld/Holt Family, LLC. The lot lines still exist from the original Snyder's Addition to Park City Survey plat, and the owner desires to reconfigure the four and a half lots and create three new lots of record. The line common to Lots 7 & 8 will remain as currently platted, while the remaining lot lines will be removed and a new lot line added. Existing single family residences occupy 1124 & 1128 Park Avenue, while 1120 Park Avenue is vacant. The owner is pursuing this plat amendment to facilitate sale of the property and has no plans for remodeling or development.





 (435) 549-0467	STAFF: RYAN BETZ MARSHALL KING	OWNERSHIP MAP A PORTION OF BLOCK 56 SNYDER'S ADDITION TO PARK CITY SURVEY	SHEET 1
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS	DATE: 12/10/18	FOR: HOSENFELD/HOLT FAMILY LLC JOB NO.: 7-8-16 FILE: X:\SnydersAddition.dwg, Plot Exhibits\1124 & 1128 Park Avenue_ownership.dwg	OF 1
322 Main Street P.O. Box 2664 Park City, Utah 84060-2664			



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2654 Park City, Utah 84060-2654	(435) 648-0467	STAFF: RYAN BETZ MARSHALL KING	AERIAL PHOTOGRAPH A PORTION OF BLOCK 56 SNYDER'S ADDITION TO PARK CITY SURVEY FOR: HOSENFELD/HOLT FAMILY LLC JOB NO.: 7-8-16 FILE: X:\SnydersAddition\dwg\Plot Exhibit\1124&1128 Park Avenue\ortho.dwg	SHEET 1 OF 1	



1124 & 1128 Park Avenue - looking easterly



1124 & 1128 Park Avenue - looking northerly



1124 & 1128 Park Avenue - looking northeasterly

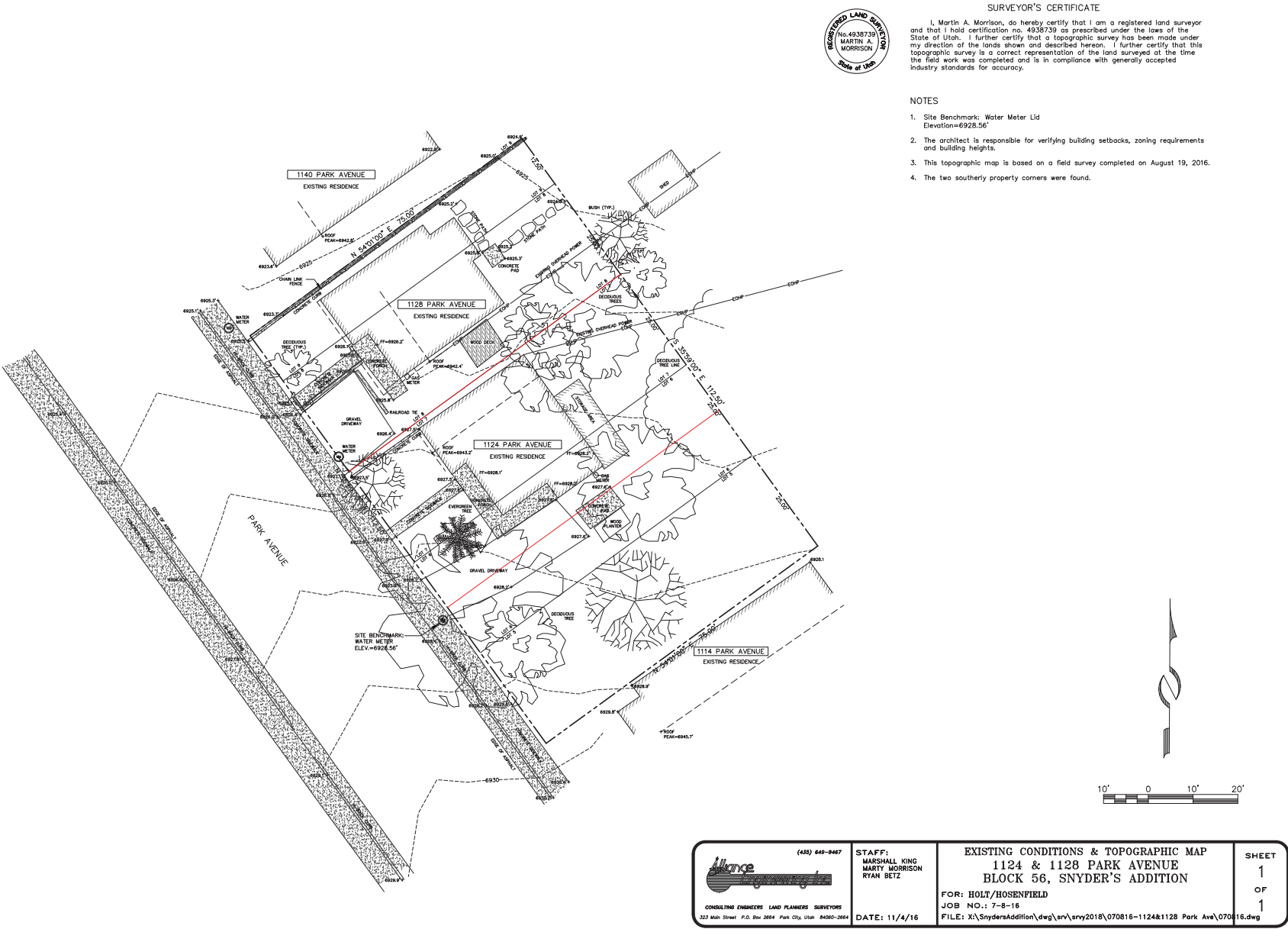


1124 & 1128 Park Avenue - looking westerly



1124 & 1128 Park Avenue - looking southerly

Exhibit G – Surveyors with Proposed Side Property Lines



Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Elizabeth Jackson

Submitting Department: Planning

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Continue an Ordinance Approving Municipal Code Amendments regarding Gravel and Landscaping in Title 11 Chapter 15-3 Acceptable Cover, Title 14 Chapter 2-7 Park Strips; Land Management Code Title 15 Chapter 3-3 General Parking and Driveway Standards; Title 15 Chapters 5-1 Policy and Purpose and 5-5(N) Landscaping; and Title 15 Chapter 15-15 Definitions.

(A) Public Hearing (B) Continue to May 30, 2019

Suggested Action:

Attachments:

[Gravel and Landscaping Amendments Staff Report](#)



PLANNING DEPARTMENT

City Council Staff Report

Application: PL-18-04018
Subject: Gravel, Water Wise Landscaping, and Xeriscape Municipal Code Amendments
Author: Liz Jackson, Planner
Date: 16 May 2019
Type of Item: Legislative – LMC Amendments

Proposal

The proposed LMC Amendments seek to amend the Municipal Code to replace the term Xeriscape with Water Wise Landscape/Landscaping. The Land Management Code Section 15-15 definition would still include Xeriscape in this as a form of Water Wise Landscaping. The goal of this update is to clarify what a Water Wise Landscape is and what is considered appropriate for landscaping on private property. Staff would also like to specify when gravel is appropriate in a landscape plan.

Summary Recommendations

Executive Staff recommends that the City Council open a public hearing and **continue** the item to May 30, 2019 due to the large number of items scheduled on the May 16, 2019 agenda.

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Kirsten Whetstone

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Continue Twisted Branch Subdivision within the Flagstaff Mountain Development Area, Located South of Pod B2 and the Montage Resort and North of Pod D and the Red Cloud Subdivision
(A) Public Hearing (B) Continue to June 20, 2019

Suggested Action:

Attachments:

[Twisted Branch Subdivision Plat Staff Report](#)



City Council Staff Report

Application: PL-17-03664
Subject: Twisted Branch Subdivision
Author: Kirsten Whetstone, MS, AICP, Senior Planner
Date: May 16, 2019
Type of Item: Continuation

Summary Recommendations

Staff recommends City Council conducts a public hearing and continues this item to June 20, 2019.

Description

Owner: REDUS Park City LLC and Park City Municipal Corp
Applicant: Michael Demkowics - Alliance Engineering
Location: Guardsman Pass and Twisted Branch Roads area including metes and bounds property within the Flagstaff Annexation area
Zoning: Residential Development (RD-MPD) and Recreation Open Space (ROS), subject to the Flagstaff Annexation and Development Agreement
Adjacent Land Uses: Deer Valley Resort, SR 224 (aka Guardsman Rd), B2 East Subdivision (undeveloped residential), Red Cloud Subdivision (residential lots) and open space areas and trails.

Executive Summary

This is a request for a continuation of a final subdivision plat to create three platted lots of record for an 1) on-mountain, private "Beano's" style restaurant as described in the Amended Flagstaff Development Agreement, 2) existing City water tank and 3) existing City water pump station. The plat also creates parcels for Deer Valley Resort uses (ski runs, trails, bridges, snowmaking, access, trailhead, etc.) as well as open space. Twisted Branch Road will remain a private gated road. No residential development density is assigned to any of the lots or parcels, and the property is subject to the Amended Flagstaff Development Agreement and Technical Reports.

Recommendation

Staff requests additional time for Planning Commission review with a possible recommendation to Council on May 22, 2019. Staff requests continuation to June 20, 2019.

Council Agenda Item Report

Meeting Date: May 16, 2019

Submitted by: Francisco Astorga

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

REMOVED FROM AGENDA: Consideration of the Amended Lot 38, West Ridge Subdivision Phase II Plat Amendment, Located at 2563 Larkspur Drive
(A) Application Withdrawn - PUBLIC HEARING CANCELLED

Suggested Action:

Attachments: