



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
April 18, 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, April 18, 2019.

CLOSED SESSION - 3:00 p.m.

To Discuss Property, Personnel, and Litigation

STUDY SESSION

3:40 p.m. - Public Art Advisory Board Annual Update
[Annual PAAB Update Staff Report](#)
[Exhibit A: Public Art Advisory Board Background 2019](#)
[Exhibit B1: DRAFT Strategic Plan and Project Prioritization 2019](#)
[Exhibit B2: April 2019 PAAB Budget Update](#)

WORK SESSION

4:40 p.m. - Council Questions and Comments

4:55 p.m. - Discuss Request by Black Bear Development, LLC to Remove the Existing Deed Restriction for Property Owned on Monitor Drive, to Allow for a Residential Multi-Unit Development
[Black Bear Development Deed Restriction Request Staff Report](#)

5:25 p.m. - 2019 Legislative Recap with State Representative Tim Quinn

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Staff Communications Reports

1. Carbon Footprint Update 2016-2018
[Municipal Carbon Footprint Staff Report](#)

2. International Chiefs of Police Association "One Mind Campaign Pledge"
[Police Department One Mind Campaign Pledge](#)

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 April 4, 2019
[April 4, 2019 Minutes](#)

V. CONSENT AGENDA

1. Request to Approve a Professional Services Agreement with MGB+A to Provide Landscape and Irrigation Design Services for the Prospector Avenue Reconstruction Project in an Amount Not to Exceed \$16,685.00
[Prospector Avenue Reconstruction Staff Report](#)
[Attachment 1: Scope of Services](#)
[Attachment 2: Additional Services](#)

VI. OLD BUSINESS

1. Consideration to Approve Ordinance 2019-17, an Ordinance Amending Municipal Code Title 4, Licensing AND Consideration to Approve Ordinance 2019-25, an Ordinance Amending Municipal Code Title 4B, Franchised Utilities and Taxes
(A) Public Hearing (B) Action
[Titles 4 and 4B Staff Report](#)
[Exhibit A: Title 4 Ordinance](#)
[Exhibit B: Title 4 Redlined Code](#)
[Exhibit C: Title 4B Ordinance](#)
[Exhibit D: Title 4B Redlined Code](#)
2. Consideration to Approve Ordinance 2019-18, an Ordinance Approving the 269 Daly Avenue Plat Amendment First Amended, Located at 269 Daly Avenue
(A) Public Hearing (B) Action
[269 Daly Avenue Plat First Amended Staff Report](#)
[269 Daly Avenue Plat Ordinance and Exhibits](#)

VII. NEW BUSINESS

1. Consideration to Approve Ordinance 2019-19, an Ordinance Approving the Claim Jumper Court Subdivision, Located at 4, 6, and 8 Claim Jumper Court
(A) Public Hearing (B) Action
[Claim Jumper Court Plat Staff Report](#)
[Claim Jumper Court Ordinance and Exhibits](#)
2. Consideration to Approve Ordinance 2019-20, an Ordinance Approving an Extension of the April 5, 2018 Approval of the Prospect Place Plat Amendment Located at 86 Prospect

Street, Park City, Utah
(A) Public Hearing (B) Action
[Prospect Place Plat Staff Report and Ordinance](#)
[Prospect Place Plat Exhibits](#)

3. Consideration to Approve Ordinance 2019-21, an Ordinance Approving the 84 Daly Plat Amendment Located at 84 Daly Avenue, Park City, Utah
(A) Public Hearing (B) Action
[84 Daly Plat Staff Report and Ordinance](#)
[84 Daly Plat Exhibits](#)
4. Consideration to Approve Ordinance 2019-22, an Ordinance Approving the Woodside Park Subdivision - Phase I Condominiums Located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[Woodside Park Condominiums Staff Report and Ordinance](#)
[Woodside Park Condominiums Exhibits](#)
5. Consideration to Approve Ordinance 2019-23, an Ordinance Approving the Marsac Parking Structure Subdivision Plat - Second Amended, Located at 460 Swede Alley, Park City Utah
(A) Public Hearing (B) Action
[Marsac Swede Parking Structure Staff Report and Ordinance](#)
[Park Structure Exhibits](#)
6. Consideration to Approve Ordinance 2019-24, an Ordinance Approving the Marsac-Swede Condominiums First Amended, Located at 460 Swede Alley, Park City, Utah
(A) Public Hearing (B) Action
[Marsac Swede Condo Staff Report and Ordinance](#)
[Marsac Swede Condo Exhibits](#)
7. 424 Woodside Avenue Appeal of the Historic Preservation Board Determination
[424 Woodside Avenue Staff Report](#)
[Exhibit 1: Appellant's Submitted Appeal and Exhibits](#)
[Exhibit 3: February 6, 2019 Notice of Final Action](#)

VIII. ADJOURNMENT

IX. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration of Intermountain Healthcare (IHC) and Physician Holdings Request to Fulfill Its Affordable Housing Obligations

(A) Public Input (B) Action
Housing Authority Staff Report
Attachment A: IHC Physician Holdings Memo
Attachment B: Affordable Housing Mitigation Plan for Medical Campus 1st Amended
Attachment C: Deed Restriction Template
Attachment D: 1440 Empire Appeal
Attachment E: 1440 Empire Floor Plans
Attachment F: Centura Parking Plan and MPD Staff Report
Attachment G: Rail Central Level 2 Floor Plan

IV. ADJOURNMENT

X. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with Ascent Construction, Inc., in the Amount Not to Exceed \$12,000
(A) Public Input (B) Action
Woodside Park Phase II Construction Manager At Risk Staff Report
Exhibit A: Ascent Construction Proposal
Exhibit B: CMAR Agreement - Ascent Construction

IV. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

3:40 p.m. - Public Art Advisory Board Annual Update

Suggested Action:

City Council should conduct their annual update with the Park City Public Art Advisory Board (PAAB) and discuss their strategic plan (Exhibit B) including current project updates, project prioritization & funding allocations for 2019 and long term planning for future projects.

Attachments:

[Annual PAAB Update Staff Report](#)

[Exhibit A: Public Art Advisory Board Background 2019](#)

[Exhibit B1: DRAFT Strategic Plan and Project Prioritization 2019](#)

[Exhibit B2: April 2019 PAAB Budget Update](#)



City Council Staff Report

Subject: Annual Public Art Advisory Board Annual Update – Project Prioritization & Strategic Plan
Author: Jenny Diersen, Staff Liaison to PAAB
Department: Economic Development
Date: April 18, 2019
Type of Item: Informational – Study Session

Executive Summary

City Council should conduct their annual update with the Park City Public Art Advisory Board (PAAB) and discuss their strategic plan (Exhibit B) including current project updates, project prioritization & funding allocations for 2019 and long term planning for future projects.

[Arts and Culture is a Top Priority](#) and part of Council and the Community's [Strategic Plan](#). Public Art is an important part of creating connectivity and creating sense of place with regards to Arts and Culture. [PAAB is a 7 member board](#), who must reside in Park City limits, appointed by City Council who can serve up to 2 consecutive, three year terms. PAAB makes recommendations to the City Manager or City Council regarding all Public Art items. All decisions regarding Public Art shall be made final by the City Council. PAAB's background can be found [here](#) (Exhibit A).

The Public Art Board's policies were amended and adopted by Council through resolution [17-2016](#), and also created their [mission, vision and goals](#), which align with Council's critical and top priorities - Housing, Transportation, Energy and Social Equity. PAAB is administered by staff. The Park City Summit County Arts Council provides non-voting support to the board through marketing, advice and guidance on projects and continuing to involve the board in [Project ABC](#).

Analysis

As PAAB reflects on projects that have been completed or that are underway and looks ahead to the future, PAAB wanted to thank City Council for their support of the Public Art Program. The board's [strategic plan](#) continues to be reviewed with the [budget](#) in each meeting and revised annually under Council's authority. Projects that are not prioritized remain on the strategic plan, but are not currently top priorities.

- As PAAB continues to provide recommendations on projects and funding, PAAB wants to ensure future funding for Public Art is prioritized.
- While some board members anticipate the need for increased staffing in the future for Public Art Programs, given the financial and staff resources currently allocated, there has been much progress made. Staff and the board will continue to monitor both staff time and funding resources for projects, and as necessary will coordinate with future budget processes.

- There are [three vacancies that have been posted](#) for the board this spring. Board appointments will come to Council later this spring.

Completed Projects in 2019

- Temporary Olympic Legacy Project [Legacy Alive](#) with \$17,000 in Restaurant Tax funding
- PCMARC *Gravity & Gear* by local artist Mike Wong, \$6,400 of 1% funding from solar panel installation.
- China Bridge [Wild City](#) murals by Virginia artist Emily Herr, \$40,000 of CIP funding

Current Projects

- McPolin Tunnel (estimated to be complete by May) with \$10,000 in funding from CIP. The artist Bill Louis has been selected and approved by Council.
- Utility Box Installation (estimated to be complete by May) with \$25,000 in funding from CIP funding. Artists and Service Provider has been selected and approved by Council.
- Installation of *Loosey the Moose* at the Bear Bench Walkway on Swede Alley donated by the Davis Family. After a moose facelift and new infrastructure, the project is estimated to be installed in May.
- Water Treatment Project with \$19,000 in funding from Capital Projects and \$6,000 in funding from water (total \$25,000). This will be the third time the RFP will be released, with a recommended increase of \$12,000 in funding for the project.
- [Old Town Transit Tunnel](#) (RFP just posted) adjacent to Deer Valley Drive with funding from Capital Projects estimated at \$10,000. Estimated to be complete in October 2019. Artist selection will come back to Council for consideration this summer.
- Pianos for All Program – PAAB recommends discontinuing the program as the program it is not cost or time efficient.

Recommended Top Priority Projects to be complete in 2019/2020 – One Year

- Update all signage, inventory, the City's [Public Art Map](#). Estimated to be complete by October 2019, including hired professional photographer and standardization of signage and information on signs throughout the collection This is PAAB's top priority project in 2019.
- Neighborhood Art Program Research & Development (Estimated update by Fall 2019) Examples include [Boulder, Colorado's Creative Neighborhood Program](#). The board may explore a variety of programs inclusive of all neighborhoods to participate in to bring the community together. PAAB is has also prioritized Woodside Phase II as an area where they would like to do creative wayfinding or public art. Staff time and effort are needed on such research and bring this back to the board and City Council.
- Walkability/ Transportation Art Projects (Main Street, Swede, Park Avenue & Traffic Boxes)– Crosswalks, Sidewalks, Manhole Covers and Bus Shelters (Estimated complete by Spring 2020)

- Main Street Permanent Olympic Legacy Project/Glow in the Art (Estimated to be complete by 2020)
- Arts District Temporary Art Program – in discussion and collaboration with partners in the district. Street art murals have been explored but the board is open to other ideas.
- Utility Box Phase II – (Estimated to be complete by spring 2020)
- China Bridge Phase II – board to discuss this project in winter 2019.

Long Term Planning Projects

- Dans to Jans Connectivity (2021/22)
- Arts and Culture District Planning (2022/23)

PAAB continues to have both of these project areas on their horizon, and understands developments in both areas require long term planning. The PAAB requests to be involved in the development of these areas in collaboration with departments and partners. PAAB is excited about the projects, and eager to be involved in the planning process as public art will play an important role in the areas.

Ongoing Projects

- Maintenance – Coordinating with departments to establish maintenance plan. This year the board recommends repairing some of the murals on Poison Creek and also maintaining the China Bridge murals as ice and dirt have built up and need to be cleaned after the winter.
- Inventory – see above
- Donation Requests – PAAB is aware of a request on behalf of Rich Martinez's family and anticipates discussing at their May meeting. Such request will come to Council for consideration at a future meeting.

Outreach, Engagement, and Media Publications

- PAAB recommended starting a new program where each month a member of PAAB will select their favorite piece of art to highlight on the City and Arts Council's social media channels.
- The Park City Public Art Collection will be featured in the summer issue (to be released in June) of *Park City Style Magazine*, focusing on the walkability and connectivity of the City's collection.

Funding Source

Public Art has been financed primarily through two funding sources both within the capital improvement plan (CIP). The first funding method is a direct allocation to the Public Art capital project (CP0089) from the General Fund transfer and the Lower Park Avenue RDA. The second funding method is through a 1% contribution from a qualifying capital improvement projects. The Public Art Board also completed a Restaurant Tax Grant Project, *Legacy Alive*.

Attachments & Links

Exhibit A PAAB Background
Exhibit B DRAFT Project Prioritization/Strategic Plan & Current Budget

Exhibit A Park City Public Art Advisory Board Background

October 17, 2013	Public Art Advisory Board Update / Minutes – page 2
May 28, 2015	Work Session Update Regarding Policies & Strategic Plan Pages 101 through 107 / Minutes - No comments recorded
August 20, 2015	Work Session Public Art Advisory Board Joint Meeting with Council Pages 169 through 173 / Minutes pages 4 through 5
June 30, 2016	Study Session PAAB Policy Update / Minutes pages 4 & 5
August 4, 2016	Amendments to Public Art Board and Policy / Minutes page 9
September 14, 2017	Public Art Advisory Board Annual Update with Council pages 48 to 55/ Minutes p 2 to 3

PAAB was created in 2004. The seven member [PAAB](#) is purely advisory to City Council. According to the Public Art Plan, PAAB's purpose is to provide recommendations to City Council regarding all public art expenditures, and establish future funding opportunities for public art to:

- Stimulate vitality and economy of the City.
- Enhance Park City's standing as a leading cultural destination.
- Advance public understanding of visual art.
- Enhance the aesthetic quality of daily life and provide a sense of place.

On August 4, 2016, City Council adopted resolution 17-2016 which included amendments to the Public Art Advisory Board [policy](#) including:

- Board Roles & Administration – changing the administration of the board from the Park City Summit County Arts Council to the staff liaison.
- Primary Functions, Goals and Strategies - including changing PAAB terms from 2 years, to three years, and clarifying focus of PAAB should be on visual art.

Arts & Culture is one of City Council's top priorities. Public Art is an important part of Arts and Culture and helps connect the community as well as creates a sense of place.

Arts and Culture specifically relates to the City's Goals in the General Plan ([goals 11 & 13](#) creating a [Complete Community that Values Historic Preservation, Economic Diversity and the Arts and Culture](#). Arts and Culture is essential to creating an inclusive and healthy community. It connects people and place, as well as, serves as an economic driver that adds vibrancy to the place we live and the destination market.

- Arts and Culture creates amenities for our local community as well as visitors and builds community connections.
- Arts and Culture supports the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience.
- Arts & Culture will allow Park City to continue to grow as an arts and culture hub encouraging creative expression.

PUBLIC ART BOARD STRATEGIC PLAN & PROJECT PRIORITIZATION 2019 DRAFT

Project	Project Description	Estimated Funding Amount and Funding Area	Progress	Tie to Council Critical and Top Priorities (All projects are tied to Arts and Culture Top Priority)
---------	---------------------	---	----------	---

2018/19 COMPLETED PROJECTS

PC MARC Interior - Gravity & Gear by Mike Wong	This project was completed in October of 2018, and came in under budget due to exceeding deadline of project.	\$6,400 from 1% allocation from solar panel installation at MARC	COMPLETE	Energy & Community Engagement
Olympic Legacy - Legacy Alive Project	This project was funded through Restaurant Tax Grant. In partnership with the Utah Olympic Park and HPCA, various installations were completed throughout town including artwork on 3rd floor of Marsac, rehanging of Olympic posters on 1st and second floor of Marsac, flag display in Egyptian Theatre walkway, Interactive Photo Opportunity at Miners Park, Olympic Display at Park City Library and installation of Olympic Banners on Main Street and Park Avenue.	\$17,000 from Restaurant Tax Grant	COMPLETE	Community Engagemnt
China Bridge Parking Garage Murals - Wild City by Emily Herr	In 2018, this was PAAB's number one priority. With major changes to the Parking system throughout downtown Park City, there was an opportunity to provide wayfinding to the garage. The artist selected was Emily Herr from Virginia, who also incorporated much public participation in completing the murals. The murals have been very well received by the community as a whole. This spring, the murals will have to be maintained to get dirt and salt build up from the winter washed off. Staff is coordinating with the parking department for such maintenance.	\$40,000 from CIP allocations	COMPLETE	Transportation & Community Engagement
Total Cost of Completed Projects		\$63,400		

CURRENT PROJECTS - 2019

Utility Boxes - EmPOWERment Project - Phase 1	9 artists were selected for Utility Boxes throughout Park City. Printing contractor is expected to install the artwork around the beginning of May. Need snow to melt..	\$25,000 from CIP allocations	IN PROGRESS - Estimated to be complete by May	Energy & Community Engagement
Installation of Loosey the Moose Donation	Loosey the Moose was donated by the Davis Family in 2018. Staff has worked to give Loosey a facelift (fresh coat of paint and washed clothing), and anticipates installing the sculpture at the Transit Center Walk way on Swede Alley that connects to Bear Bench in May.	\$2,500 from Operational/Maintenance Account	IN PROGRESS - Estimated to be complete in May	PAAB Mission
Tunnel Mural - McPolin	Artist Bill Louis has been selected and approved by Council. Contract secured, waiting on warmer weather for installation - estimated mid May.	\$10,000 from CIP allocations	IN PROGRESS - Estimated to be complete by May	Transportation (Walkability)
Tunnel Mural - Transit Center Tunnel along Deer Valley Drive	Just released RFP. This tunnel will complete all tunnels in Park City with Murals. This item will come to Council for approval in the late spring/early summer.	\$10,000 from CIP allocations	IN PROGRESS - Estimated to be complete by October	Transportation (Walkability)
Water Treatment Plant	In collaboration with the Water Department, and the new Water Treatment Facility, staff and PAAB have collaborated on this project that would reuse discarded infrastructure to create an educational/engaging sculpture, as the location of the new facility is adjacent to a park. Original budget for project was \$13,000 including a \$1,000 grant from Utah Office of Arts and Musums. After releasing the RFP, staff received only 2 artists that were interested in the project. Staff is working to re-post the RFP and PAAB has recommended another \$10,000 from their budget to bring the new project total to \$25,000 to hopefully get more interest in the project. Unfortunately the grant deadline has past, so those funds will be returned to the Utah Office of Arts and Museums.	\$25,000 = \$6,000 from water department. \$19,000 of Capital allocations from PAAB.	IN PROGRESS - estimated to be complete by October	Energy & Community Engagement
Piano Project	Project Approved by City Council in 2017. Staff is still having difficulty securing contract. Because of the costs to the service provider for requirements of a minor contract to maintain the pianos, staff and the PAAB recommend no longer moving forward with this program.	NA	IN PROGRESS - TBD	Citizen Wellbeing
Total Cost of Current Projects		\$66,500		

RECOMMENDED TOP PRIORITY SHORT TERM PROJECTS - 2019/2020

#1 Inventory, Signage and Art Map	This is PAAB's number one project for 2019. This includes updating all signage and inventory throughout the collection, updating current public art map, and taking professional photographs of each piece in the collection. While this is an ongoing task, taking time this year to maintain and refresh the inventory is vital to promote and continue the collection.	\$5,000 from Operational Account	Estimated to be complete by Fall 2019	Community Engagement & PAAB Mission
#2 Neighborhood Art Program Research & Development	This may take up to a year to explore process on how to complete. Much research needs to be done on how such program could work, be funded, identifying partners, and staffing requirements. Staff anticipates coming to Council later in the summer/fall for an update on progress and recommended program to execute likely in Spring/Summer of 2020. Brainstorm included: allowing neighborhoods to submit mini grants to City to match or grant funding for neighborhoods to create artwork in their own community, instead of having City create artwork in neighborhoods. Thought is to be inclusive of all neighborhoods, not just affordable housing areas. In some cases city may not be project manager, but a funding agent. City of Boulder has a new program that is similar, but very focused on specifically allowing murals in neighborhoods. Other ideas include helping neighborhoods create art on their bus shelters, creating neighborhood murals at parks, etc. Other ideas include allowing neighborhoods to come up with creative ideas and pitch them to PAAB and Council.	Current estimate is to allow up to \$2,000 per neighborhood with max of \$20,000 annually. Working to identify funding source.	Estimated update in Fall of 2019 with Council, and project execution in Spring/Summer 2020.	Housing, Social Equity, Community Engagement & Citizen Wellbeing
	Woodside Phase II Art/ Wayfinding - As part of exploring neighborhood art programs, staff approached PAAB and recommened a project associated with Woodside Phase II and Affordable Housing - artwork or wayfinding. PAAB recommends to involve those moving into the housing area in development of such project.	\$10,000 to \$20,000 depending on scope of project. Possible funding from Lower Park RDA allocation.	Estimated complete by Fall 2019 or Summer 2020	
#3 Transportation / Walkability Projects	This is several projects including Crosswalks (Main Street, Swede Alley and Park Avenue, possibly also Quinns Junction), Creative Sidewalks, and Custom Manhole Covers and wrapping Traffic Boxes (Transportation Planning recieved permission to wrap traffic boxes) Areas include Main Street/Old Town. May also look at cross walks at Quinns Junction as they are major pedestrian crossing paths and sometimes hard to see for motorists. Need to coordinate with Main Street Traffic Circulation Project.	Total estimated cost for all projects is \$100,000. Funding areas include Lower Park RDA, 1% from Main Street Improvement of CIP allocations.	Estimated to be complete by 2020.	Transportation & Community Engagement
	Crosswalk Pavement Art - Select 7 to 10 crosswalks that are not paved and create colorful and impactful	Estimated \$40,000		
	Bus Shelters	Estimated \$5,000 each		
	Creative Sidewalks	Estimated \$20,000		
	Traffic Box Art (similar to Utility Box Wraps)	Estimated \$20,000		
	Manhole Covers	Estimated \$20,000		
#4 Main Street Projects / Permanent Olympic Legacy / Glow in the Art	The board prioritized the Main Street Area as a focus for art. Additionally, the board would like to discuss a permanet Olympic Legacy project that engages patrons on Main Street. This may be murals, sculptures or other forms of art. The board also would like to explore artwork that lights up in this area, specifically at night. May look into a temporary art program in the fall/winter that aligns with Autumn Aloft, Halloween, Day Light Savings Time, Holiday Lights etc and Energy critical priority.	Total funding in Main Street 1% for improvements is \$90,000 may combine with some of the transportation projects above.	TBD - Complete by Summer 2020	Transportation and Community Engagement
	See above for Transportation Items - Crosswalks, Manhole Covers, Sidewalks etc..	\$80,000		
	Permanent Olympic Legacy Project - Request to look into creating a permanet Olympic Legacy project to continue to celebrate City's Olympic Legacy and hopeful future bid. May look at 1% Main Street Funding. Connect to families and make interactive.	\$50,000 - source TBD		

	Glow in the Art - Tie to Energy Critical Priority - Idea is that the artwork comes out after dark and is hidden away or changed during the day. illuminated artwork that would show off at night. Might be a good project to push forward in fall with Halloween, Day Light Savings Time and Electric Parade, Holiday Lights, If temporary project, grant funding needs to be explored. See examples of Breckenridge's WAVE exhibit. http://www.breckcreate.org/festivals/wave-light-water-sound/	\$20,000 - source TBD		
Arts District Temporary Art Program	In partnership with Kimball and Sundance, PAAB would like to explore a temporary art program in the AC District before the space is built. Current ideas include exploring a temporary street art mural program but we could explore other alternatives as well. See examples in Boise at https://northend.org/freak-alley/ or in Miami at Wynwood Walls http://www.thewynwoodwalls.com/	TBD Funding	Summer 2019 - Quick Deadline	Community Engagement
Utility Boxes-EmPOWERment Project - Phase II	Continue Utility Box Wrap Program. Discuss possibility of next theme and tie to social equity focus on Utility Boxes in Neighborhoods not on Main corridors? Includes up to another 10 boxes.	\$25,000 CIP Funding	TBD - Possibly Spring of 2020	Energy & Social Equity Community Engagement
China Bridge Parking Garage Phase II	Board will discuss next steps on China Bridge connection walls and South walls in the late fall of 2019. This could mean bringing Emily Herr back or it could mean looking at other wayfinding in the parking structure.	\$20,000 to 60,000 - depending on scope funding source is CIP	TBD - Possibly Summer / Fall of 2020	Transportation & Community Engagement

LONG TERM PROJECTS - BEYOND 2020

Dans to Jans	This location continues to be prioritized, but because of future construction staff and PAAB are waiting to coordinate with Transportation Planning and Walkability. Long Term project.	\$30,000 + Funding TBD.	TBD	Transportation (Walkability)
Arts & Culture District Planning	PAAB is scheduled for an Arts and Culture District Update with Nate Rockwood at their May meeting. PAAB wants to continue to be involved in this discussion and looks forward to long term planning in the district. Rather securing a significant work of art, or starting art programs in the district, PAAB wants to take time to develop programs, funding, partnerships etc in the area.	TBD	TBD	Social Equity, Housing, Transportation, Energy - Citizen Wellbeing & Community Involvement

ONGOING PROJECTS

Donation Proposals	PAAB reviews proposals as they are recieved. PAAB will be considering a Mining Legacy proposal from the family of Rich Martinez at the May 2019 meeting which includes a bronze sculpture to potentially be placed down by Mawhinney parking lot where Mucking and Drilling happens. The Martinez family is looking into funding such sculpture, but it will likely require PAAB and Council to consider creative funding to complete the work.	Will discuss funding options to bring back to Council.	Summer 2019	Community Involvement
Maintenance Repairs	Maintenance and Repairs are fundamental and ongoing in the collection. In 2019 PAAB and staff anticipate cleaning the China Bridge Murals, and repairing Trent Call's Mural on the Poison Creek Trail under Deer Valley Drive (there are areas where the paint is peeling).	\$5,000 - Operational funds.	Summer 2019	PAAB Mission

OUTREACH, ENGAGEMENT & MEDIA

Community Engagement & Outreach	Each meeting, one board member will select their favorite piece of art in the collection. Monthly, we will spotlight a piece from the collection via the City's Social Media. Additionally Arts Council will also highlight the board's top picks each month.	Staff time, in coordination with City Communication Team and Arts Council	Begin May 2019	Community Engagement
Library Art Rail Exhibit	Library Exhibits are organized through Park City Library. Annually they have invited a member of the PAAB to sit on the exhibit selection committee. PAAB rotates this position each year and they report back to PAAB.	Library Staff leads	Annual Review	Community Involvement

PROJECTS THAT ARE ON THE LIST BUT NOT PRIORITIZED AT THIS TIME

Trail Connections	Project can be formed by the Public Art Board. Goal of this initial proposal was to create artwork along Poison Creek to help with way finding, creating sense of place and link our community together, but the board is open to exploring other ideas as the opportunities come up.	TBD - \$30,000 to \$60,000		Transportation (Walkability)
-------------------	---	----------------------------	--	------------------------------

Temporary Rotating Murals	Location TBD, idea is for Swede Alley. Would need private property permissions potentially. Need to explore funding mechanism, may need grant funds for temporary work. Example includes Stick'em Up in Jackson Hole http://jhpublicart.org/exhibitions/stickum-up/	Estimated Costs \$10,000	TBD	Community Engagement
Rotating Outdoor Exhibit	There are several art pads available through Park City. Some have power connections. They were installed as requested by the board so that we could have a rotating art exhibit in these locations. Some of the pads do hold permanent works.	TBD	TBD	Community Engagement
Electronic Archive of Submissions	This was requested by some board members back in 2015. Part of this discussion was specifically at subscribing to a submission achieve database to help track the submissions we receive so that we can refer back to them.	TBD	TBD	PAAB Mission

PAAB Budget Update April 2019

PAAB Budget Update 4/15/2019		
Budget Item	Amount	Notes
General Funds (CIP, Unrestricted):	\$113,720.00	3 year allocation (2015, 2016, 2017 Cp0089-031450) Combined with previous 2014 CIP Balance (Cp0089-031450)
Lower Park RDA, Restricted	\$82,748.50	3 year allocation (FY16, 17, 18) Cp0089-03345, includes remaining Library 1% as those funds are restricted to Lower Park
Total PAAB 'General Funds' Budget Balance	\$196,468.50	
1% Funding		
Deer Valley Drive II Beautification 1%	\$7,725.00	remaining in project budget.
Main Street Improvement Estimated Total 1%	\$90,000.00	Confirmed about with Nate in Budget Department
Total 1% Funding	\$97,725.00	
Grant Funding		
UDAM - Creekside Water Plant Public Art	\$1,000.00	Must be spent by June 30, 2019
Total Grant Funding	\$1,000.00	
Operational Funding	\$164.29	Removed marsac tree maintenance, Lucy art maintenance, DV tunnel repair, piano maintenance and mural maintenance on poison creek
Total Operational Funding	\$164.29	Removed restriction of deadline to spend funding. Original amount removed from CIP above
Total Public Art Budget Balance	\$295,357.79	Total Budget
Expenditures	Cost	Notes
Library Project (July 2015) 1%	\$60,251.50	July 2015 (total 1% amount was \$68,000.00)
Quinn's Public Art (September 2015) CIP	\$85,622.00	September 2015
Maintenance DV Dr. Tunnel Repair (March 2016)	\$409.71	March 2016
PC MARC Project (October 2018)	\$6,468.00	\$6,468 has been released. This was a 1% allocation from PCMARC solar
China Bridge Mural Project (October 2018)	\$40,000.00	\$40,000 has been released - removed from General Funds above.
Maintenance Lucy Moosey (July 2018)	\$200.00	July 2018 - removed from Operational Funding. Estimated additional costs that will be removed to place Lucy are estimated at \$1,000.
Window Display - Olympic Legacy	\$17,000.00	Project Completed, funding removed from grant projects
Concrete Pad for Lucy Installation	\$2,000.00	Removed from Capital Funds
Maintenance Marsac Art Poles/Trees (July 2018)	\$426.00	June 2018 - removed from Operational Funding
Utility Box Project (Summer 2018) - planned	\$25,000.00	\$3,600 has been released to artists and \$9,859.63 to the printing services contractor - removed from General Funds
Creekside Water Plant Public Art - planned	\$19,000.00	Match per Water Dept agreement - have removed PAAB funds from General Funds above, water will add \$5,000 from their budaet plus we have the \$1,000 arant
McPolin Tunnel Mural - planned	\$10,000.00	Contract Secured, but no payment has been made. Removed from CIP funds above
Transit Center Tunnel - planned	\$10,000.00	Removed from CIP funds above. Pending RFP and Selection.
Piano Maintenance - planned	\$3,000.00	Pending final contract - project approved. Removed from Operational Fundina Above.
Maintenance Poision Creek Murals - planned	\$2,800.00	waiting to finalize contract - removed from Operational funding above.
Total Expenditures	\$282,177.21	

NOTES

- PC MARC Project estimated funding comes from 1% of Solar Project at PCMARC (\$4,268), and General unrestricted funds (\$7,738) and not included in the General Fund or 1% budget above.
- Utility Box Project funding comes from Public Art General Funds (not included in the general fund below).
- Operational Account for Maintenance, Piano Contract & Restaurant Tax Grant Projects has been created by moving \$7,000 from the PAAB General Fund CIP
- McPolin Barn Renovation 1% was been confirmed at \$11,931, and moved from 1% funding to CIP unrestricted funds.
- \$19,000 removed to expenditures for Creekside Water Treatment Plant.

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

4:40 p.m. - Council Questions and Comments

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

4:55 p.m. - Discuss Request by Black Bear Development, LLC to Remove the Existing Deed Restriction for Property Owned on Monitor Drive, to Allow for a Residential Multi-Unit Development

Suggested Action:

Attachments:

[Black Bear Development Deed Restriction Request Staff Report](#)

City Council Staff Report



Subject: PCA-110-A Deed Restriction Request
Author: Heinrich Deters
Department: Sustainability Department
Date: April 18, 2019
Type of Item: Administrative- Work Session

Summary Recommendations:

Staff recommends City Council review a proposal by the owner of parcel PCA-110-A to remove the Deed Restriction held by Park City Municipal Corporation on the property. (Attachment I- Proposal) Staff also recommends rejecting this request and invites the property owner to return with the request in the future should they identify a public benefit that would warrant the removal of the deed restriction.

Background:

In 1986 a special warranty deed (SWD) between Park City Municipal Corporation and Drubar Partnership was executed; the deed contains a 50 year deed restriction. (Exhibit A). The deed restriction limited use of the property until 2036 to the following:

- Professional Offices and applicable parking.
- Maximum building footprint 7,000 sq. /ft.
- City retained 15' wide road easement for Boot Hill tank. Property owner must maintain the roadway.

The deed restrictions passed to Black Bear Development LLC. in 1995 as successors in ownership.

In 2007, Black Bear Development submitted a plat application for the metes/bounds parcel, in efforts to construct an office building consistent with the deed restrictions. City Council approved the ordinance for the plat but for whatever reason, the plat was never recorded.

On November 6, 2018, the property owner provided staff with a proposal to remove the existing deed restriction, to allow for a residential multi-unit development.



Analysis:

City Council holds the deed restrictions on the property and it is in their sole discretion to remove or leave the encumbrance as is. The property owner has provided a proposal requesting removal of the deed restrictions to allow consideration of residential development.

Planning Analysis

The site is currently designated as Mixed Use in the 2014 General Plan as part of the redevelopment effort in Bonanza Park. Up until 2014, the 2008 General Plan appears to designate the site as Open Space. The site is within the General Commercial zone. Housing is a Conditional Use in the General Commercial (GC) zone, so as to limit the proliferation of residential and reduction of available commercial space.

There are limited documents, other than the actual deed restriction, that provide a written history on when, how and why the lot in question was created. That said the Planning Director understands that the intent of the deed restriction, put in place by the Planning Commission at the time, was in response to public input by residents in the adjacent Park Meadows neighborhood. Specifically, public input per traffic impacts was of major concern, with the neighborhood strongly opposed to additional traffic on Monitor Drive. The potential intersection location discussed at the time would have resulted in three driveways/access points (access to the site, Boot Hill condominiums to the west and Wells Fargo/Park Meadows Plaza to the east) within 200 feet of one another and within 300 feet of the intersection of Monitor Drive and Kearns Boulevard. Further, the Professional Office designation was chosen specifically to limit such uses to off-peak traffic hours, reducing light at night turning into the project if housing were allowed, and minimizing evening trips.

The current question of residential vs professional office trip generation created by the proposal is dependent on the number of residential units proposed. That said, staff feels strongly that unless a specific public benefit is identified, limiting the development footprint to 7,000 sq. ft. should remain.

The City maintains access to the Boot Hill water tank and pump station via City-owned property and the deed restriction language

Economic Development Analysis

Staff discussed this issue with two commercial realtors from the Park City area. Office space vacancy reports identify vacancy at 3-4%, which is essentially considered to be “no vacancy”. The conversation included a more general understanding of industry trends and anticipated future inventory. Ed Lewis, who owns Lot G in Prospector and the Bellemarc Buildings in Prospector Square, has recently acquired the old Ski Team building at 1500 Kearns Blvd. The building is 37,000 square feet. It’s been represented to us that Ed intends to do tenant improvements to break out the large tenant spaces currently within the building into smaller, more nimble and leasable spaces; and fill them with 2 – 3 year leases. Ultimately the plan may be to demo the building, but that is at

least 5 years away. With the addition of this many square feet to the office space inventory, staff believes there will be a limited market for additional office square feet.

Department Review:

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

Attachment I- Property Owner Proposal to Remove Deed Restriction

Dear City Council and Whom It May Concern:

Below is supporting information on our request to amend or remove the current Deed Restriction placed on our Monitor Drive Parcel (PCA 110-A). Thus allowing us to apply for a conditional use permit for a "multi-unit dwelling" development.

This request comes as a result of our discussions with Francisco Ortega (Astorga) and Bruce Erickson in the Planning Department. With no specific instrument in place to remove deed restrictions, they referred us to speak with Heinrich Dieters, who instructed us to provide our request and supporting info/justification, addressed to you in a condensed letter as far as it was possible. See Below:

Black Bear Development has owned parcel PCA 110-A for approximately 25 years. The parcel is .81 acres and sits about 40 yards from the intersection of Kearns Blvd. and Monitor Dr. abutting the cemetery as well as Boothill Condominiums (see aerial photo).

In March of 1986 there was a Deed Restriction placed on the property, when the city sold the property, for a period of 50 yrs. This created a restriction based which limited development on the parcel to "professional offices". It excluded; "...Retail sales Food services, Bars or Taverns, Warehouses, Theaters, Places of public assembly 7. Churches 8. Schools or 9. Transient Lodging uses on the property". All of these uses are allowed in the GC zone the parcel is located in and are not "Conditional Uses". These uses all create greatly increased traffic to this street and area. The "multi-unit dwelling" request above is an "allowable conditional use," in the GC zone". The above terms and uses come from; Title 15, Land Management Code (LMC), Chapter 2.18 General Commercial (GC) District, Section 15-2.18-2, USES, A. Allowed Uses, B. Conditional Uses.

We are requesting to amend/remove the Deed Restriction and move forward as is permitted within this GC Zone to apply for a "Condition Use" for a "Multi-unit dwelling" development. We have now passed approx. 33 yrs. of the 50 yrs.

In our discussions with Staff, and in our opinion one of the largest negatives of the allowed Office building would contribute a significantly greater amount of traffic from 9 AM to 5 PM on Monitor Drive, as well as the intersection with Kearns Blvd., which is already extremely busy. Offices will also require a much larger parking area than the residential. It has also been discussed, that having residential, next to the Historical Park City Cemetery, may, lend itself a better fit than a commercial enterprise.

Our residential neighbors in the rear and next-door, "Boot Hill Condominiums", and its owners prefer a multi-unit development to an office building as their neighbors. Monitor Drive now, is built out as all residential on this side of the street.

1986 was a very different time and this area of Park City was different as well. As the town had grown, so to had the need for commercial buildings, business centers, and the Kearns Blvd. / Monitor Drive / Bonanza Drive corridor appeared to be the location. This became the commercial area of town "off Main Street". Today the area is more a transitional gateway from the commercial enterprises on Bonanza Drive, to the residential neighborhood of Park Meadows.

In our opinion an office building made sense in the mid 1980's while there were plenty of vacant homes and condominiums on the market at that time, but limited office space outside of Main Street.

Some of the changes over the years include:

- a. Anderson Lumber (1981) is now Blind Dog, Boneyard, Wine Drive, and The Yard
- b. 7-11 (1984)
- c. Pizza Hut (1980) was torn down, and is now a clinic
- d. Wells Fargo (1995)
- e. Ski Team Building (1973) is now Coalition Title, Adolph's, and vacant office space
- f. Parkside Apartments (built in the early -mid 80's)
- g. Holliday Village Apartments (building in the early 80's) on Monitor Drive
- h. Boothill Condos (built in 1982 on Monitor Drive)
- i. Olympia Park Hotel (late 80's) is now a Marriott

In conclusion, it may be noted that during the mid-80's, when this took place, Park City was in the midst of a Real Estate Slump, with massive numbers of residential inventory sitting unsold, and vacant. With little to none of the current office parks that exist today. Conditions in Park City's real estate market have changed in 33 years, and are excellent now for a smaller type of unit, affordable for smaller families and singles to be developed at this location. Targeting locals who live and work in the Park City area.

We have held this property many years, we are a third generation family owned company, and have recently built and sold "The Residences at Blackstone" (32 townhomes), and the "Blackstone Lofts" (96 condos) in the Lower Village of the Canyons SPA, as well as partnering in the "Empire Residences" at Empire Pass, in Deer Valley (20 units). Should you have any questions of us, we can provide the Council with layouts and Renderings of the town home-style units we now wish to develop.

Sincerely Yours,

Harrison C. Horn Jr.

Exhibit A- PCA-110-A Parcel Deed Restrictions

WHEN RECORDED MAIL TO: Drubar Partnership
P.O. BOX 1980
PARK CITY, UT
84060

S7097/7098

Entry No.	248135
REQUEST OF	UTAH TITLE & ABSTRACT
FEE	ALAN SPRIGGS, SUMMIT CO. RECORDER
RECORDED	By [Signature] at 4:20

SPECIAL WARRANTY DEED

In Consideration of Ten Dollars and other sufficient consideration, PARK CITY MUNICIPAL CORPORATION, Grantor, hereby conveys with limited warranties of title, to DRUBAR PARTNERSHIP, Grantee, a Utah partnership with offices in Park City, Utah, the following described parcel of land located in Summit County, Utah:

Beginning at a point which is North 00°13'40" East 1002.78 feet along the West line of the Northeast quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence South 54°00'00" West 196.00 feet; thence North 36°00'00" West 122.75 feet; thence North 9°00'00" East 52.68 feet; thence North 54°00'00" East 148.67 feet; thence South 79°46'20" East 104.28 feet to said West line of the Northeast quarter of Section 9; thence South 0°13'40" West 105.00 feet along said West line of the Northeast quarter of said Section 9; to the point of beginning.

Grantor warrants title only against claims of persons claiming through or under Grantor, and not as to parties claiming through others. Grantor does not warrant against claims of persons in possession whose possession would be detected by an accurate survey of the property, although Grantor represents that it is not aware of any encroachments at this time. This conveyance is expressly made subject to easements and reservation of record, including that easement in favor of Utah Power and Light Company recorded in Book M8 at Page 557 of the records of the Summit County Recorder, and any and all outstanding mineral reservations in favor of third parties.

BOOK 377 PAGE 473

This Conveyance is also made subject to the following covenants and restrictions on use, which are deemed covenants running with the land and are specifically enforceable by Park City against Grantee or its successors in interest for a period of fifty (50) years from the date of this conveyance:

1. The property may be used only for professional offices and the parking associated with those offices. No retail sales, food service, bar or tavern, warehouse, theater or place of public assembly, church, school, or transient lodging uses may be made of the property.

2. The total land area encompassed within the foundation and exterior walls of the building constructed on the property may not exceed 7,000 square feet of land area.

3. The maximum building floor area, exclusive of parking, may not exceed 18,000 square feet.

4. The maximum building height may not exceed 35 feet above the natural grade at any point.

BOOK 377 PAGE 474

Grantor reserves an easement over the parcel to provide an access road to the Boot Hill water tank. The access road location will be specifically described upon completion of a final site plan of the Grantee's improvements, but shall

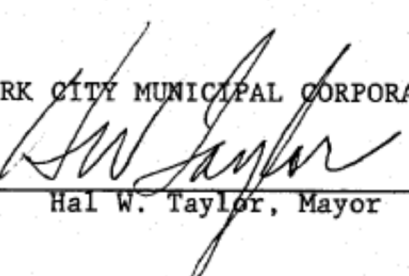
provide a road fifteen (15) feet in width that does not exceed fifteen (15) percent grade, as it crosses the subject property and re-connects to the existing tank access road. The road will be graded and graveled at the expense of the Grantee, and may be combined with parking access roads.

Grantor does not warrant access over the property owned by the Boot Hill Condominiums property fronting on Monitor Drive, although the recorded plat for that project appears to grant a general "access easement" over the extreme south end of the condominium property.

Witness the hand of the Grantor this 4th day of March, 1986.

PARK CITY MUNICIPAL CORPORATION

By


Hal W. Taylor, Mayor

Attest:


J. Craig Smith
City Recorder

BOOK 377 PAGE 475

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On the 4th day of March, 1986, personally appeared before me, Hal W. Taylor, and J. Craig Smith, who being duly sworn did say, each for themselves, that he the said Hal W. Taylor is the Mayor, and he, the said J. Craig Smith is the City Recorder of Park City Municipal Corporation, and that the within and foregoing

-3-

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:25 p.m. - 2019 Legislative Recap with State Representative Tim Quinn

Suggested Action:

Attachments:



City Council Staff Report

Subject: 2016, 2017 and 2018 Carbon Footprint Update
Author: Darcy Glenn and Celia Peterson
Department: Sustainability
Date: April 18th, 2019
Type of Item: Informative

Executive Summary

This report is an overview of Park City's municipal carbon footprint for the years 2016, 2017 and 2018. The 2016 footprint was updated to include imported water, resulting in 21,836 metric tonnes carbon dioxide equivalent (MT CO₂e). In 2017, emissions decreased by 17 percent resulting in 18,095 MT CO₂e released into the atmosphere. In 2018, emissions rose by 12 percent, resulting in a carbon footprint of 20,310 MT CO₂e.

Abbreviations

CO₂e- Carbon dioxide equivalent
MPG- miles per gallon
MPGe- miles per gallon equivalent
MT- metric tonnes
PCMC- Park City Municipal Corporation
VMT- Vehicle miles traveled

Background

- On March 24, 2016, City Council elevated Energy to a Critical Priority and set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032. ([link](#))
- On November 29, 2018, City Council voted to accelerate this goal to 2030 and invite other local governments to set similar ambitious goals. ([link](#))

Discussion

Park City's municipal footprint was analyzed by Scope and Sector.

Scope 1 emissions reflect emissions from fuels burned by sources owned or controlled by PCMC. It covers all gasoline and diesel used by city vehicles and all natural gas used in city facilities. Scope 2 reflects emissions due to electrical use within City boundaries for municipal operations. Scope 3 reflects emissions attributed to PCMC that occur outside of our jurisdictional boundary. PCMC's indirect emissions come from employee commutes, business air travel, and imported water.

Municipal sectors analyzed include buildings and facilities, transportation, street lights, transit fleet, municipal vehicle fleet, water treatment and distribution, and employee commute (including business flights).

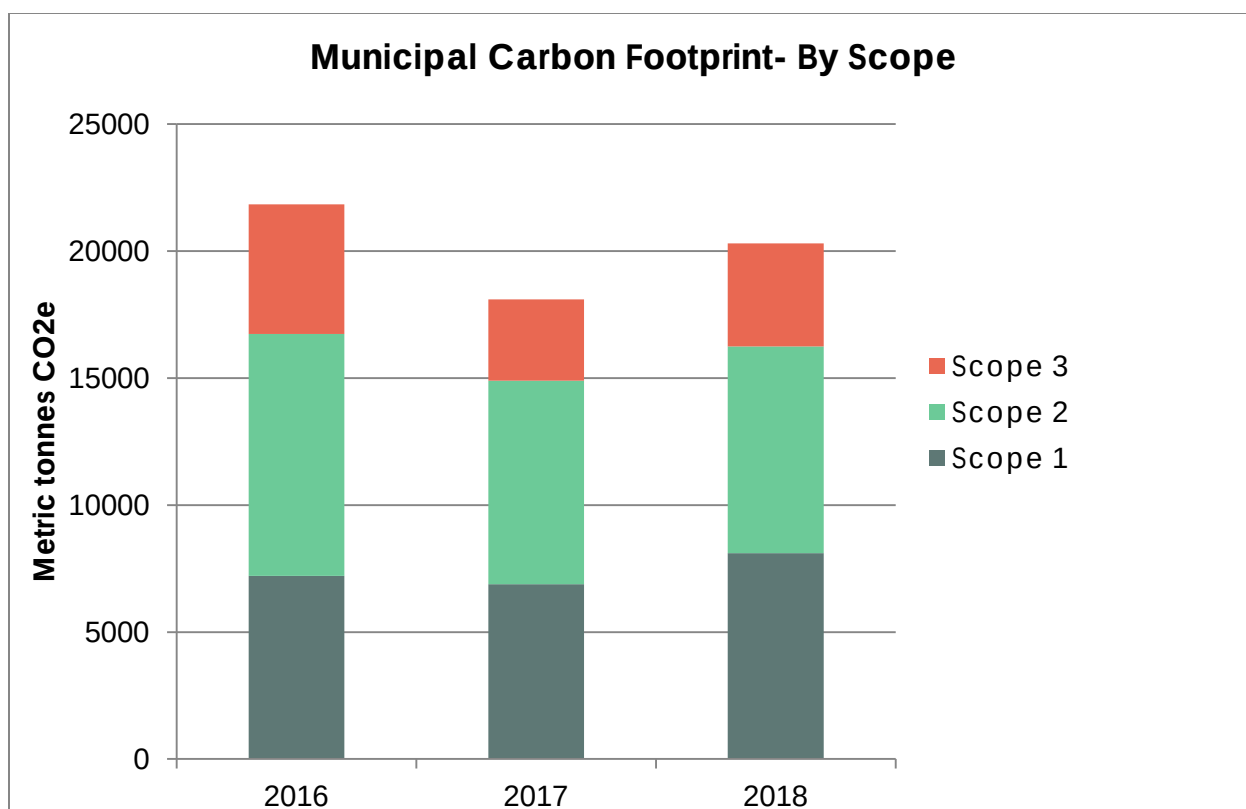


Figure 1: A comparison of the 2016, 2017, and 2018 carbon footprints by Scope.

Scope 1 emissions, i.e. heating fuels and transportation fuel usage within municipal boundaries, decreased by 7 percent from 2016 to 2017 and increased by 18 percent in 2018. Scope 2 emissions from electricity use decreased by 17 percent from 2016 to 2017 and increased by two percent in 2018. Scope 3 emissions, which include employee commutes and business travel, as well as emissions that come from importing water, decreased by 37 percent from 2016 to 2017 and increased by 27 percent in 2018. The high fluctuation rate in Scope 3 emissions is largely due to differing response rates in the employee commute and business travel survey rather than actual emissions reductions or increases; however emissions from imported water decreased then increased significantly from 2016 to 2017 and 2017 to 2018, respectively. See Figure 1.

Emissions were also analyzed by municipal sector, as can be seen in Table 1.

	2016 (MT CO ₂ e)	2017 (MT CO ₂ e)	2016-2017 % change	2018 (MT CO ₂ e)	2017-2018 % change
Water & Wastewater Treatment Facilities	9096	7291	-20%	7760	6%
Buildings & Facilities	6268	5491	-12%	6850	25%
Transit Fleet	3268	3373	3%	3835	14%
Vehicle Fleet	871	1128	30%	1136	1%
Employee Commute	1870	371	-80%	303	-18%
Street Lights & Traffic Signals	463	441	-5%	431	-2%
Grand Total	21836	18094	-17%	20314	12%

Table 2: A comparison of the 2016, 2017, and 2018 carbon footprints.

Forthcoming reports will provide a deep-dive analysis into emissions and energy use, as well as economic impacts, by different sectors of municipal operations, namely water treatment and distribution, transportation and fleet vehicles, and buildings and facilities.

Department Review

Sustainability

Funding Source

No funding is required at this time.

Attachments

None

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Malena Stevens

Submitting Department: Police

Item Type: Staff Report

Agenda Section:

Subject:

International Chiefs of Police Association "One Mind Campaign Pledge"

Suggested Action:

Attachments:

[Police Department One Mind Campaign Pledge](#)



City Council Staff Communications Report

Subject: International Association of Chiefs of Police “One Mind Campaign Pledge”
Author: Chief Wade Carpenter
Department: Police
Date: April 18, 2019
Type of Item: Administrative

Background: The International Association of Chiefs of Police (IACP) has increased its focus on serving peoples experiencing mental health crisis/issues. As a way to shift the focus and training for officers, IACP developed the “One Mind Campaign” to help direct police departments in following best practices in this area. Park City Police Department worked on this project throughout 2018 and met the criteria for this pledge at the beginning of 2019. Because of Park City Council’s focus on mental health awareness and services, in addition to the critical priority of Social Equity, Park City Police Department determined to not only meet the standards for this international pledge but has exceeded the required training for officers.

Significance: Because of community barriers, people experiencing mental health crisis will often encounter law enforcement. This happens in a variety of ways, but these situations typically have the potential to become very agitated without proper response. This proper response involves a different skill set than other police encounters, and thus requires additional training and certification. This is significant because individuals experiencing severe mental illness are 16 times more likely to be killed in police encounters than other civilians. In addition, 63%-76% of inmates have met or meet criteria for a mental health disorder, which illustrates the prevalence of this issue of police encounter. With services inaccessible or difficult to access for some people experiencing mental health issues, police have become involved in 1 in 10 people’s pathway to mental healthcare. It is imperative that our officers understand how to effectively interact and de-escalate these situations in order to protect, serve and save lives.

Discussion: As part of this pledge, Park City Police Department developed and implemented a model policy to address officers’ interactions with those experiencing a mental health crisis. We trained 100% of our officers in Mental Health First Aid, which was a mental health awareness training. An additional requirement was to have at least 20% of officers trained in Crisis Intervention. Our department far exceeded this requirement; now, over 65% of our officers are Crisis Intervention Training Certified, which is a 40-hour intensive mental health intervention training. Included in this training are opportunities for officers to practically use their skills in scenario situations, so they can be given additional guidance by mental health professionals regarding their interactions. We will continue our relationship with Valley Behavioral Health as the County’s current contracted mental health provider, and will build a strong relationship

with the new contracted provider in the next few weeks. We will continue to train officers regarding this important issue.

Recommendation:

This is informational and no recommendation is proposed at this time.

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from April 4, 2019

Suggested Action:

Attachments:

[April 4, 2019 Minutes](#)



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

April 4, 2019

The Council of Park City, Summit County, Utah, met in open meeting on April 4, 2019, at 2:00 p.m. in the City Council Chambers.

Council Member Henney moved to close the meeting to discuss property and personnel at 2:00 p.m. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION *

*Council Member Ware Peek was recused from the first property item on the Closed Agenda.

Council Member Joyce moved to adjourn from Closed Meeting at 3:15 p.m. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Annexation Discussion:

Anne Laurent, Community Development Director, Bruce Erickson, Planning Director, and Heinrich Deters, Open Space Manager, presented this item. Laurent reviewed the state's policy on annexations. She displayed an annexation expansion area (AEA) map and noted the Clark Ranch and Bonanza Flat properties were not included in the current expansion boundaries. Mayor Beerman gave the history of the current boundaries. Erickson clarified that the annexation plan needed to be in cooperation with the surrounding landowners, specifically the two neighboring counties. Laurent stated the 2014 plan did not include affordable housing. Deters discussed the conservation easements within the boundaries.

1 Council Member Joyce asked what the City was looking to accomplish since the
2 conservation easement prevented development in those areas. Laurent stated
3 annexations were feasible for services reasons. Erickson stated annexation included all
4 other city goals, such as transportation, and would be considered when updating the
5 General Plan. He thought it would be better to have City property controlled by the City.
6 Deters stated controlling the property would help the City regulate its ordinances, and
7 gave the examples of hunting, dogs, e-bikes or e-scooters, etc. Mayor Beerman stated
8 the Stonebridge property was acquired from the County with the agreement that it would
9 be annexed in the future.

10
11 Council Member Ware Peek asked what the health and safety officials thought of the
12 expansion. She also asked about the ramifications to the school district. Erickson stated
13 there would be impacts since many families affected by annexation would want to send
14 their children to the Park City schools. Foster indicated public safety was a concern for
15 the Bonanza Flat property because an agreement was set up between the Park City
16 Police Department (PCPD) and the Wasatch County Sheriff's Office (WCSO) and the
17 Wasatch County Council would not pass it.

18
19 Council Member Joyce stated he didn't want to fight other entities over land. Council
20 Member Worel asked Council Member Joyce if he was against expanding the
21 annexation area. Council Member Joyce stated the fight would begin with other entities
22 as soon as new annexation expansion boundaries were drawn. Erickson stated there
23 was a long-term process for the expansion area. Council Member Henney reviewed that
24 if an annexation application came to a County for a property within the City's annexation
25 expansion boundary, the County would have to notify the City.

26
27 Council Member Joyce asked how transit applied to annexation. Erickson stated
28 transportation/transit was a regional effort and it was beneficial to know the land
29 processes so a good General Plan could be formed, as well as planning meetings with
30 the affected entities for transit purposes. Harrington reiterated the intent was for good
31 planning. The expansion map would put Park City at the table for future planning.

32
33 Council Member Joyce asked if the City would be in an awkward position if a developer
34 bought land within the annexation areas and requested annexation. Harrington
35 reaffirmed Erickson's position and stated most planners encouraged entities to reassess
36 their expansion boundaries from time to time to make sure it reflected their planning
37 goals.

38
39 Council Member Henney favored annexation for property the City owned so that it
40 would have jurisdictional authority. He also liked aligning the City goals. He agreed that
41 the City needed to work with its partners and not oppose them.
42

1 Council Member Gerber noted the services got complicated when all the special service
2 districts were taken into consideration, and especially the school district. She discussed
3 the animal control regulations with the City and County where the jurisdiction was
4 divided and preferred having consistent regulations. She also stated she was for
5 affordable housing within the community, and was not in favor of sprawl.

6
7 Council Member Joyce asked if Council favored extending the boundary beyond the
8 property the City currently owned. Council Member Gerber thought the city created a
9 mote of open space surrounding the City and she didn't know if the mote should be
10 expanded. Council Member Henney stated it was situational for him. Council Members
11 Ware Peek and Worel agreed. Mayor Beerman discussed the process timeline. Council
12 Member Gerber thought it would be wise to bring in some properties and stated it would
13 be good to bring this to the attention of Wasatch County since there were already
14 enforcement issues with Bonanza Flat. Council Member Worel indicated it would be
15 good to consider each property individually and begin discussions with the City's land
16 partners. Council Member Henney wanted a discussion on Clark Ranch. Council
17 Member Joyce stated the properties in question didn't align with any of the
18 recommended criteria except that the City owned it. Harrington stated this situation was
19 different since the City owned it and growth was not the goal.

20
21 Council Member Ware Peek asked if the AEA facilitated the annexation process for
22 Park City Heights and the film studio. Harrington stated that property was in the AEA,
23 but it did not help in the annexation process.

24
25 Council Member Gerber asked if two entities could place the same property under their
26 individual AEAs. Harrington stated there was a new statute that allowed for both entities
27 to have an AEA on the same property. Council Member Joyce stated he was fine
28 making progress on this although he knew staff was very busy. The majority of Council
29 was willing to take this discussion to the next level. It was suggested to drop the
30 Gilmore property, not include Richardson Flat, but consider Clark Ranch. Harrington
31 quoted the State Code which stated entities should avoid gaps.

32
33 Mayor Beerman opened the meeting for public input.

34
35 Patrick Putt, Summit County Community Development Director, reminded Council the
36 General Plan for Snyderville Basin stated that Summit County would not entertain
37 rezoning unless there was a compelling interest to do so. This was added to protect
38 Park City. He offered his help whenever it was needed.

39
40 Adam Strachan stated the biggest fights occurred over annexation. He suggested
41 expanding boundaries and initiating annexation at the same time. He thought
42 announcing a boundary expansion area would only hurt the City. He also indicated
43 transit planning should happen no matter if there was annexation or not. He also

suggested annexing only if all the homes in the subject property were planned to be affordable. Lastly, Jordanelle was being developed so fast so there would not be opportunity to plan on the front end. Mayor Beerman noted that the property around Jordanelle was not being considered in the AEA.

Mayor Beerman closed the public input portion of the meeting.

STUDY SESSION

Community Foundation Social Equity Update:

Diego Zegarra, Community Foundation, gave a PowerPoint presentation on the data collected for social equity. There were five categories identified for social equity: affordable housing, low wages, affordable and safe childcare, lack of feeling included, and access to healthcare.

Council Member Ware Peek asked if there were responders that indicated mental health was a concern. It was indicated this was a broad survey and it would be narrowed down in the future. Mayor Beerman was worried about the high number of responders that didn't feel included. Zegarra stated the response section of the survey showed that people didn't feel included due to religion, events, access, etc.

Council Member Worel asked if the percentage of respondents to the survey corresponded to the percentages in the community, to which Zegarra responded that the percentages were fairly balanced. Those underrepresented in the survey were men and people who lived elsewhere and worked in Park City.

It was noted that households with someone who had different abilities or with someone that was LGBTQ+ had concerns with the top five social equity concerns. Council Member Joyce asked if there was bias in the survey. Ollie Wilder indicated that just having the survey indicated they were coming from a certain perspective of social equity. Council Member Worel asked if the team would drill down on healthcare access to determine what kind was needed. Zegarra stated they needed to determine where there were gaps.

Wilder stated the next step was to bring the data to the advisory committee to discuss where change could be effected. He also noted that other groups in the community would be looked at to determine what was already being done.

It was indicated that every category played off each other. There was discussion on racism in the community with concern by younger people and those with different abilities. Council Member Gerber asked if more surveys could be collected. Wilder felt there were enough to start honing in on priorities, but data would continue to be collected simultaneously while action steps were taken.

Council Member Ware Peek stressed that continued outreach was important. Wilder asked if the listening tours should continue. Council Member Joyce suggested drilling down on the current data and then having targeted listening tours as needed. The other Council members agreed.

REGULAR MEETING

I) ROLL CALL

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

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

The Council reviewed the meetings, events, and activities they attended since the last meeting.

Mayor Beerman asked if Council would like a work session discussing the Utah Compact on Immigration and stated it was a bipartisan bill that he thought the City should support. The Council agreed to discuss it at a future meeting. He also announced Wasatch County agreed to be a financial contributor to the transit study. It was also indicated that Bill Malone was the recipient of the Double Black Diamond award.

Council Member Henney requested an update of the China Bridge parking statistics since it had been a year since the paid parking program began.

Staff Communication Reports

1. McPolin Farm CUP Amendment

2. **2019 Spring Season Transportation Update**

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

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

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from March 14 and 21, 2019:

Council Member Gerber referred to Page Three Line 35 of the March 21st minutes and noted she had asked how an aerator would cause lead problems. Council Member Henney referred to Page Seven Line 14 of the March 21st minutes and indicated there was an unnamed council member in that sentence and thought it could be attributed to him. Council Member Joyce stated he was not present at the March 21st meeting and his name should be removed from roll call as being present.

Council Member Worel referred to the March 14th minutes, Page Four, Lines 24 and 25, and clarified that she thought Deer Valley Drive should either allow parking and remove the "No Parking" signs that are along part of the road, or not allow parking at all.

Council Member Worel moved to approve the City Council Meeting minutes from March 14 and 21, 2019 as amended. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

ABSTAINED: Council Member Joyce for March 21, 2019

V) CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Professional Services Agreement in a Form Approved by the City Attorney with Piercy Bowler Taylor & Kern, Certified Public Accountants and Business Advisors (PBTk) for Audit Services, Not to Exceed \$283,200:

2. Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney, with Van Boerum & Frank Associates, Inc. for Golf Maintenance Building Energy Commissioning Services in an Amount Not to Exceed \$32,700.00:

3. Request to Authorize Staff to Extend Current Tenant Leases Located in the City-owned Bonanza Park East Property Through March 31, 2020:

4. Request to Authorize the City Manager to Execute a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with North Ridge Construction, Inc., in an Amount Not to Exceed \$16,500 for Preconstruction Services for remodeling the Old Bus Barn Located on the East Side of the Public Works Facility at 1053 Iron Horse Drive:

5. Consideration to Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with Ascent Construction, Inc., in the Amount Not to Exceed \$12,000:

Council Member Joyce moved to remove Items 1 and 5 off the Consent Agenda.
Council Member Gerber seconded the motion.

RESULT: APPROVED

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

Council Member Gerber moved to approve Items 2, 3, and 4 of the Consent Agenda.
Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

1. Request to Authorize the City Manager to Enter into a Professional Services Agreement in a Form Approved by the City Attorney with Piercy Bowler Taylor & Kern, Certified Public Accountants and Business Advisors (PBTk) for Audit Services, Not to Exceed \$283,200:

Rebecca Gillis, Finance Manager, was present to answer questions. Council Member Joyce stated it would be wise to not stay with the same auditor for too long because they had already seen the documents and had a rapport with the City. If this contract was accepted they could be with the City for a total of 14 years.

Gillis stated the auditor suggested having a different managing partner oversee the audit each year. These were internal controls that gave her the assurance they were thorough in their audit.

Council Member Joyce indicated he would feel comfortable with a partner rotation.
Council Member Ware Peek stated for transparency reasons there should be rotating

partners. Council Member Joyce suggested changing partners every two to three years to which the Council agreed.

Council Member Henney moved to authorize the City Manager to enter into a professional services agreement in a form approved by the City Attorney with Piercy Bowler Taylor & Kern, Certified Public Accountants and Business Advisors (PBTk) for audit services, not to exceed \$283,200 with the amendment that a different partner would supervise the audit every three years. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

5. Consideration to Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with Ascent Construction, Inc., in the Amount Not to Exceed \$12,000:

Jason Glidden, Affordable Housing Manager, explained this contract was for a CMAR for Woodside Park II, and it would help cut down on change orders. Mayor Beerman stated this was moved from the Consent Agenda because it needed public input.

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

Council Member Ware Peek asked if the CMAR could be the contractor. Glidden stated they were eligible to bid. He also noted this was the number one multi-family housing contractor in Utah and they also had a lot of experience in constructing net zero buildings.

Council Member Worel moved to authorize the City Manager to enter into a Construction Manager at Risk (CMAR) agreement in a form approved by the City Attorney's Office with Ascent Construction, Inc., in the amount not to exceed \$12,000. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

Mark Harrington noted that the CMAR contract item in the Housing Authority agenda was noticed improperly and would come back at the next meeting for approval as a Redevelopment Agency (RDA) item.

VI) OLD BUSINESS

1. Discuss Special Service Contracts:

Jed Briggs, Budget Manager, reviewed \$150,000 was set aside for innovation grants, which could be for anything, not just the critical priorities. The regular service contracts would have \$300,000, and four additional categories were added to the list: Childhood Care and Development, Emergency Assistance, Housing Outreach and Education, and Safe Haven.

Council Member Gerber asked if all the organizations involved with childhood care and development were nonprofit organizations. It was indicated those organizations were nonprofits. Council Member Gerber asked if Peace House only took women. It was indicated Peace House housed women and children, but offered classes for men.

The Council members discussed the services needed to attain its goals. Council Member Gerber felt the childhood care and development should be in the social equity category. Council Member Worel shared the concerns of some nonprofit directors, noting their request to have an informational meeting prior to the application deadline. There was also concern that the new program might not allow the same funding, and some nonprofits with calendar year budgets had already budgeted their contract for this year.

Council Member Joyce reviewed the Chamber's contracts, which funded the part-time employees at the museum and the history museum for archiving. He was concerned that the funds didn't go straight to the museum. He was also concerned that the funding was \$120,000, which was over 1/3 of the entire budget for contracts.

Mayor Beerman opened the meeting for public input.

Paige Anderson and Randy Scott, Park City Historical Society and Museum, stated they were concerned about funding. Anderson indicated the front desk employees welcomed 135,000 people who visited the museum each year. She reviewed the reasons for the large amount of funding provided by the City. Scott indicated he understood Council didn't want to give entitlements, but those employees were essential to the museum and they would need more than 90 days to find other funding if the City decided not to fund them.

Cindy Matsumoto stated dividing the funds into three pots made it appear that Council wasn't acknowledging the good work being done by the nonprofits. She thought by using half the funds for innovation grants and social equity, Council wasn't supporting the nonprofits. She noted that Council could fund the nonprofits through the budget process and that funding didn't have to come out of the 1%. She also felt some contracts were part of social equity - such as childcare and healthcare.

1 Mayor Beerman clarified that social equity was a critical priority and more funding would
2 go to the priority than what was assigned for the nonprofits.

3
4 Council Member Gerber stated her thought of putting childcare into social equity was to
5 free up more of the funding for special service contract funds for other organizations.
6 She indicated nonprofits shouldn't feel like they should get funding just because they
7 had received it for so many years in the past.

8
9 Council Member Joyce asserted no decision had been made on funding. Council
10 Member Worel offered a compromise by delaying the awards until the social equity
11 strategic plan was in place.

12
13 Matsumoto felt the museum saw the writing on the wall and they wanted to say they
14 would be more sustainable, but they needed time to have more conversations with the
15 Chamber.

16
17 Mayor Beerman asked if the Chamber was planning on cancelling the part-time help or
18 just cancelling it if it wasn't funded.

19
20 Bill Malone, Park City Chamber of Commerce, stated he used the City funding to pay for
21 the part-time help, and if the funding was cut, those positions would have to be
22 discussed in the budget process. He indicated the Chamber was asked by the City to
23 have a visitor's bureau in the museum.

24
25 Mayor Beerman stated that prior Councils put the museum in the special service
26 contract process. He felt there was an obligation to sort this out. The historic character
27 was a core value in the community and Council should support it.

28
29 Council Member Henney wanted to think of this category in terms of this is a service
30 contract that the City should be paying for. Money should be assigned to the museum,
31 recycle Utah, Mountain Trails, and legal mediation, and then the City could use the rest
32 of the money for other applicants. Council Member Ware Peek explained this first year
33 the categories would be fluid. Council Member Henney suggested phasing this in over a
34 couple years and noted he was not in favor of assigning dollar values to each bucket. It
35 was indicated the bucket was now regular service contracts and no longer special
36 service contracts. Council agreed to move childcare to social equity and remove the
37 budget for each bucket.

38
39 Briggs reviewed Council's direction to take childcare out of regular service contracts and
40 move it to social equity, have an informational meeting for applicants, bring back the
41 Park City Museum topic for future discussion, and not assign dollar amounts to the
42 buckets.

1 It was decided the City would issue an RFP for services needed and nonprofits could
2 apply. Briggs stated one RFP would be issued explaining the services needed and then
3 the committee would determine how much money would be issued for each service.
4 Foster indicated the Council would approve or amend those recommended dollar
5 amounts. Further discussion ensued on dollar amounts for social equity and innovation
6 grants. Council Member Worel favored funding the regular service grants and waiting
7 until fall to address social equity. Council Member Gerber suggested holding off on
8 innovation grants until next year.

9
10 It was decided that the regular service contracts that had contracts with the City would
11 go through the budgeting for outcomes process each year. There would be other
12 categories for applicants who did not have existing contracts and they would be moved
13 to social equity and have two liaisons talk about the funding for those applicants. If there
14 was money left over, it would be put into social equity and innovation buckets. It was
15 clarified that the social equity contract applicants should apply now.

16
17 **2. Consideration to Approve Ordinance 2019-12, an Ordinance Approving the**
18 **Park City Heights Phase 3 Subdivision Plat Located at 10 and 30 Sun Ridge Cove:**

19 Council Member Worel recused herself because she lived in The Oaks Subdivision.
20 Kirsten Whetstone, Senior Planner, and Brad Mackay, Ivory Homes, presented this
21 item. Whetstone stated Condition of Approval 12 had been amended, but she
22 distributed a handout with a newly amended Condition of Approval 12. She also
23 distributed a letter from an attorney from The Oaks HOA requesting this item be
24 continued until the HOA had time to discuss the options with Ivory Homes. Mackay
25 distributed a letter from the Ivory Homes Attorney which stated Ivory Homes was not
26 interested in joining The Oaks HOA.

27
28 Mark Harrington asked about the change in language for single family uses. Mackay
29 stated Ivory had design guidelines for more than just single family dwellings. Harrington
30 suggested the language be changed to state "and the design guidelines, as applied to
31 single family uses."

32
33 Mayor Beerman opened the public hearing.

34
35 Justin Keys, attorney for some of The Oaks residents, stated the two Park City Heights
36 lots on Sun Ridge Cove were part of The Oaks Subdivision. He spoke with the HOA
37 president who stated if there were lots in the neighborhood, they needed to be in the
38 HOA. He requested this item be continued so the HOA could discuss this with Ivory
39 Homes.

40
41 Mayor Beerman closed the public hearing.
42

1 Council Member Henney asked Mackay why the attorney wrote a letter saying Ivory
2 Homes didn't want to talk to The Oaks HOA. Mackay stated Ivory Homes didn't want to
3 be in discussions because it didn't want to be held hostage by the neighbors when
4 buyers built their homes. If, in the future, the owners wanted to be part of the HOA, that
5 could be a possibility. Whetstone suggested adding to the Condition, "approval of the
6 plat would not preclude the lots from joining the HOA in the future."

7
8 Council Member Joyce thought the design of the homes in Park City Heights were very
9 different than The Oaks. Whetstone stated there were four different design guidelines
10 for the Park City Heights subdivision. The two lots would have the design guidelines for
11 the homestead custom homes. She noted the homes in The Oaks were outdated and
12 there would be things such as energy efficiencies required in Park City Heights that
13 would be followed. Ivory Homes would develop the homes to The Oaks' design
14 guidelines.

15
16 Council Member Joyce asked what would happen when The Oaks' design guidelines
17 conflicted with Park City Heights' design guidelines. After some discussion, Harrington
18 stated the normal rules of statutory construction would apply, and the burden would be
19 on the City to make the particular findings with an appeal right for the neighbors or
20 owner if they disagreed with the findings. Council Member Joyce asked about The
21 Oaks' HOA appeal process. Erickson stated any party who disagreed with the decision
22 of the Planning Department could appeal. Council Member Joyce stated the City would
23 have the responsibility for the design review, and he thought there would be conflict. He
24 asked about the CCRs. Erickson stated there was nothing in the documents that
25 required joining the HOA. Mackay indicated the CCR question was clarified in Condition
26 of Approval 12.

27
28 Council Member Ware Peek asked what the conflict was with the CCRs. Harrington
29 stated the CCRs could not be forced because the lots were not part of The Oaks
30 Subdivision. He stated if Council didn't have clarity on the design guidelines to request
31 clarity from staff.

32
33 Council Member Gerber asked if design guidelines were referenced in the Master
34 Planned Development (MPD). Whetstone stated the design guidelines were not
35 mentioned in the MPD. Erickson suggested crafting language that the Deer Valley (The
36 Oaks) design guidelines would take precedence over the Park City Heights design
37 guidelines, and noted it would take pressure off of staff. He gave an example of having
38 The Oaks' design guidelines taking precedence and then adding the pieces of Park City
39 Heights that didn't conflict. Council Member Joyce requested wording that stated if there
40 was conflict on the design, The Oaks' design guidelines would take precedence.

41
42 It was decided that Planning staff and representatives from Ivory Homes and The Oaks
43 would meet to work out mutually agreeable language for the design guidelines conflict.

Council Member Gerber moved to continue Ordinance 2019-12, an ordinance approving the Park City Heights Phase 3 Subdivision Plat located at 10 and 30 Sun Ridge Cove until the end of the City Council meeting agenda. Council Member Joyce seconded the motion.

RESULT: CONTINUED TO THE END OF THE COUNCIL MEETING AGENDA
AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

VII) NEW BUSINESS

1. Consideration to Approve Ordinance 2019-14, an Ordinance Approving the 139 Main Street Plat Amendment, Located at 139 Main Street, Park City, Utah:

Tippe Morlan, Planner II, explained this plat amendment would combine lots.

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

Council Member Ware Peek moved to approve Ordinance 2019-14, an ordinance approving the 139 Main Street Plat Amendment, located at 139 Main Street, Park City, Utah. Council Member Joyce seconded the motion.

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

2. Consideration to Approve Ordinance 2019-15, an Ordinance Approving the 1137 Lowell Avenue Plat Amendment Located at 1137 Lowell Avenue, Park City, Utah:

Tippe Morlan, Planner II, stated this plat amendment would combine a portion of six lots and was a vacant property. Council Member Gerber asked if one person owned all the properties, to which Morlan responded in the affirmative.

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

Council Member Ware Peek moved to approve Ordinance 2019-15, an ordinance approving the 1137 Lowell Avenue Plat Amendment located at 1137 Lowell Avenue, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

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

3. Consideration to Approve Ordinance 2019-16, an Ordinance Approving the 839 Woodside Avenue Plat Amendment Located at 839 Woodside Avenue, Park City, Utah:

Tippe Morlan, Planner II, indicated this plat amendment would combine two lots and noted a historic home currently bisected the lots.

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

Council Member Worel moved to approve Ordinance 2019-16, an ordinance approving the 839 Woodside Avenue Plat Amendment located at 839 Woodside Avenue, Park City, Utah. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

4. Consideration to Continue an Ordinance Approving the 220 Main Street Plaza Subdivision Located at 220 and 250 Main Street, Park City, Utah:

Tippe Morlan, Planner II, noted this plat amendment was being continued.

Mayor Beerman opened the public hearing.

Justin Keys stated he represented the adjoining owners and they were interested in what was happening with this parcel.

Mayor Beerman closed the public hearing.

Mayor Beerman disclosed he owned an adjacent property to this parcel.

Council Member Gerber moved to continue an ordinance approving the 220 Main Street Plaza Subdivision located at 220 and 250 Main Street, Park City, Utah to a date uncertain. Council Member Worel seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

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

5. Consideration to Continue an Ordinance Approving the 269 Daly Avenue Plat Amendment Located at 269 Daly Avenue, Park City, Utah:

Tippe Morlan, Planner II, noted this plat amendment was being continued.

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

Council Member Gerber moved to continue an ordinance approving the 269 Daly Avenue Plat Amendment located at 269 Daly Avenue, Park City, Utah to April 18, 2019. Council Member Ware Peek seconded the motion.

RESULT: CONTINUED TO APRIL 18, 2019

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

OLD BUSINESS (CONTINUED)

2. Consideration to Approve Ordinance 2019-12, an Ordinance Approving the Park City Heights Phase 3 Subdivision Plat Located at 10 and 30 Sun Ridge Cove:

Bruce Erickson stated Ivory Homes agreed to only use The Oaks' design guidelines, and to not directly apply the Park City Heights design guidelines. An approval letter would be required from Park City Heights that would determine compliance with the Park City Heights MPD. An approval letter from the Park City Heights architectural committee would also be required, and at the time when the City received a building permit for one of the lots, The Oaks HOA would receive notice.

It was decided to remove from Condition of Approval 12 "the design guidelines." Then further add, "The City upon receipt of a complete building permit application shall provide notice to the registered HOA at Deer Valley. Approval of this plat shall not preclude these lots from joining The Oaks at Deer Valley HOA in the future." Upon further discussion, it was decided to insert after Architectural Review, "and the Deer Valley design guidelines for The Oaks at Deer Valley as they apply to single family uses." Additional language to Condition 20 stated, "excluding the design guidelines." Council directed staff to clean up "The Oaks at Deer Valley" and make that consistent in the ordinance.

Council Member Joyce moved to approve Ordinance 2019-12, an ordinance approving the Park City Heights Phase 3 Subdivision Plat located at 10 and 30 Sun Ridge Cove as amended in a form approved by the City Attorney. Council Member Gerber seconded the motion.

Harrington requested the motion include “with amendments to Conditions of Approval 12 and 20 as noted. Council Member Joyce amended his motion to include the suggested language. Council Member Gerber seconded the amended motion.

RESULT: APPROVED

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

VIII) ADJOURNMENT

IX) PARK CITY HOUSING AUTHORITY MEETING

I) ROLL CALL

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

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

III) NEW BUSINESS

1. Consideration to Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney’s Office with Ascent Construction, Inc., in the Amount Not to Exceed \$12,000:

It was indicated this item should have been noticed as a Redevelopment Agency meeting item and therefore would be discussed at the April 18, 2019 meeting.

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Corey Legge

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Professional Services Agreement with MGB+A to Provide Landscape and Irrigation Design Services for the Prospector Avenue Reconstruction Project in an Amount Not to Exceed \$16,685.00

Suggested Action:

Attachments:

[Prospector Avenue Reconstruction Staff Report](#)

[Attachment 1: Scope of Services](#)

[Attachment 2: Additional Services](#)

City Council Staff Report



Subject: Professional Services Contract to Provide Landscape Architecture Services on Prospector Avenue
Author: Corey Legge, E.I.T, Staff Engineer
Department: Engineering
Date: April 18th, 2018
Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council approve a Professional Services Agreement with MGB+A, in a form approved by the City Attorney, to provide landscape and irrigation design services for the Prospector Avenue reconstruction project in an amount not to exceed \$16,685.00.

Executive Summary:

Through the Small Urban Fund program, Park City was granted \$1,000,000 to be used for improvements to Prospector Avenue. The Small Urban Fund program is a Federal road funding program and is administered by Utah Department of Transportation (UDOT). Park City is considered a small urban community (5,000 – 50,000 population) and thus qualifies for these funds.

AECOM provided consultant services for the design and construction engineering management of the Prospector Avenue reconstruction project. Construction on Prospector Avenue occurred from July 9th, 2018 through December 21st, 2018. At that time the contract with the contractor (Stapp Construction) was suspended until additional work items could be completed in spring 2019 with better weather. These additional work items include miscellaneous concrete work, cleanup, and pavement stripping. The contractor anticipates being on site the week of April 22nd to complete these items. Afterwards, the Prospector Avenue reconstruction project will be substantially complete and the work by AECOM and Stapp Construction will be finished.

A betterment project on Prospector Avenue will provide the necessary landscaping within the park strips for beautification of the corridor. This contract with MGB+A provides the necessary landscape and irrigation design work of the area between the rolled curb and gutter and the sidewalks (park strip) on Prospector Avenue and Gold Dust Lane.

Acronyms

PSA- Professional Services Agreement

PSPOA- Prospector Square Property Owners Association

The Problem:

Landscape design of the park strip was not included in AECOM's scope because staff intended to coordinate landscaping needs with the Prospector Square Property Owners

Association (PSPOA). Staff felt this would likely provide a design that blends with the private improvements made by the PSPOA.

Alternatives:

A. Approve the Request:

This alternative provides a landscape architect necessary to complete the Prospector Avenue Reconstruction project. This is staffs' recommendation.

Pros

- The design development and construction services will be provided by a qualified consultant.
- MGB+A is also the landscape architect selected by the PSPOA for their private landscaping improvements to the interior walkways.

Cons – None noted.

B. Deny the Request:

Pros – The City's local funds allocated to this project could be used for other needs.

Cons – Staff will not have the resources necessary to complete the design of the landscaping and beautification of the corridor.

Analysis:

The Prospector Avenue Reconstruction project accomplished the following:

- Maintain parallel parking,
- Reduction of lane widths to 12 feet,
- Eight foot wide multi-use pathway on the north side of the street,
- 5 ½ foot wide sidewalks on the south side of the street,
- Update the lighting to LED and new fixtures,
- Roll curb and gutter instead of high back curb and gutter,
- A storm drain system,
- Fiber optic conduit,
- Sharrows,
- Cross walks,
- Four to five foot wide park strips on both sides of the street, and
- Bus pull-outs

PSPOA anticipates landscaping improvements within the private walkways to be completed the summer of 2019. MGB+A is the landscape architect the PSPOA has selected to complete design of these improvements.

During the planning and construction phase of Prospector Avenue in the summer of 2018, staff had the understanding PSPOA will be maintaining landscaping improvements of the park strip upon completion. For this reason, staff intended to contract with MGB+A for an amount less than \$15,000 per the City's Contracting and Purchasing Policy.

On March 19th, 2019 PSPOA submitted a formal request for the City to maintain the landscaping on Prospector Avenue and Gold Dust Lane. MGB+A originally submitted a quotation for \$13,400 for design pertinent to the areas fronting the PSPOA parking lots within the right-of-way. The additional services for design to include the entire right-of-way of Prospector Avenue and Gold Dust Lane resulted in an added fee of \$3,285.00. Thus, the contract not to exceed amount sums \$16,685.00.

Staff has requested written quotations from three firms to perform landscape and irrigation design of the park strips within the public right-of-way. One written quotation has been provided from MGB+A which staff finds the amount to be sensible. Contracting with MGB+A at this time will allow staff to bid the project to contractors for installation this spring during the optimal time for new plantings.

Department Review:

This report has been reviewed by City Manager, Community Development, and Legal. All issues have been resolved.

Funding Source:

The design and installation of landscaping on Prospector Avenue and Gold Dust Lane is allocated from the approved capital improvement projects fund. Staff will be returning to City Council May 2nd, 2019 for consideration of a requested elevated level of service and associated annual costs for the City to maintain landscaping within the park strips on Prospector Avenue and Gold Dust Lane. Any increased costs to the City related to this request would be included in the upcoming budget hearings and adoption.

Recommendation:

Staff recommends City Council approve a Professional Services Agreement with MGB+A, in a form approved by the City Attorney, to provide landscape design services for the Prospector Avenue reconstruction project in an amount not to exceed \$16,685.00.

Attachments:

- Attachment 1: MGB+A Scope of Services
- Attachment 2: MGB+A Additional Services



August 6, 2018

Corey Legge
Park City Engineering
445 Marsac Avenue
Park City, UT 84060

SUBJECT: PROSPECTOR AVENUE LANDSCAPE IMPROVEMENTS

Dear Corey,

Thank you for adding us to your team to implement the Prospector Avenue streetscape improvements. We have outlined the necessary tasks, scope descriptions, and estimated fees associated with providing the professional services described herein.

The scope area includes the park strip on both sides of the street, from Bonanza to Gold Dust.

We welcome the opportunity to refine any aspect of our scope or estimated fees to more closely align with the goals of your team and the needs of this project. Please contact us if you have any questions or need additional information. Thanks again for your consideration.

The following is our proposed approach to complete this project:

PROJECT APPROACH:

1. SCHEMATIC DESIGN

- 1.1 MGB+A (hereinafter referred to as Consultant) will attend a kick-off meeting with the Client and other team members to review project information and collaborate with the Client.
- 1.2 Visit the project site and conduct photographic reconnaissance noting the adjacent uses, opportunities and constraints.
- 1.3 Review the Prospector Avenue CD package provided by Client and pictures of the project site taken from site visits. Work with Client to collect other base and aerial information and previous studies to better understand existing and proposed conditions.
- 1.4 Review original site plan(s), as-built plans, and other related information from the Client.
- 1.5 Review with Client to verify base map accuracy and fill any data gaps.
- 1.6 Participate in a design charrette with Client and consultant team to identify site challenges and desired solutions.
- 1.7 Prepare two to three typical park strip planting exhibits and plans relative to:
 - a) Park City standards
 - b) Prospector Square planting theme and character
 - c) Review meeting with Client

Product(s):

- Schematic Design Site Plan Options
- Meetings: 3 Meetings Total (Kick-off Meeting + Design Charrette + Review meetings w/ Client)

2. DESIGN DEVELOPMENT

- 2.1 Provide design development plans based on the approved schematic plan.
- 2.2 Participate in a collaborative review and work sessions relative to:
 - a) Planting plan
 - b) Irrigation design
 - c) Details + Specifications

Product(s):

- Design Development Site Plan Options
- Review/Work Sessions w/ Client (2 total)

3. CONTRACT DOCUMENTS

- 3.1 Consultant will participate in three coordination/review meetings with the Client.
- 3.2 Consultant will prepare an irrigation sleeve plan for use by the Prospector Ave roadway contractor.
- 3.3 Consultant will prepare plan sets incorporating the design development plan review comments by the Client. Contract Documents will be submitted to the Client at 60%, 90%, and 100% completion stages. Contract documents include:
 - a) Irrigation Plan
 - b) Planting Plan
 - c) Details + Specifications
 - d) Participate in code review meeting with municipality as needed for site screening, irrigation review, etc.

Product(s):

- Contract Documents Completed at 60%, 90%, and 100% Milestones using AutoCAD
- Review/Coordination Meetings w/ Client (3 total)
- Code Review Meeting

4. BIDDING

- 4.1 Assist the Client in bidding the project to prequalified contractors.
- 4.2 Answer questions during the contract bidding period and provide clarifications to the drawings and specifications.

5. CONSTRUCTION SERVICES

- 5.1 Consultant to conduct three site visits and prepare a field report for each inspection.
- 5.2 Consultant to conduct a final inspection and follow up to ensure punch list is completed.
- 5.3 Submittal and shop drawing review.
- 5.4 Work with the contractor to avoid, if possible, any change orders.

Product(s):

- Site Visits + Field Reports (3 total)
- Final Inspection Visit + Field Report (1 total)

CLIENT'S RESPONSIBILITIES:

1. The Client shall furnish base information for the site including existing topographic, boundary survey, and other outlined information necessary for the project. The Consultant will utilize the base information provided by the Client to prepare the work products outlined in the scope of services.
2. The Client shall furnish Consultant with any updated or revised base information in a timely manner.

FEES AND EXPENSES:

1. Service fees and reimbursable expenses will be billed to the Client monthly by Consultant. Payment is due upon receipt of invoice.
2. The Client agrees to provide payment to Consultant within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by the Consultant within thirty (30) days of the invoice date is considered past due.
3. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due; Consultant may suspend performance of services on the project until the account is paid.
4. The Client will compensate Consultant on an hourly rate basis towards the following estimated fee, utilizing the hourly rates listed below. If the nature of the scope of services changes or if the estimated fee requires increase, Consultant will notify the Client of the revised scope and/or estimated fee before proceeding with further work. Consultant may utilize the services of a sub-consultant to assist in performance of some of the work.
5. Reimbursable expenses, including but not limited to travel, long-distance telephone, printing, etc. are not included in the services fee. These expenses will be billed in accordance with the rates shown at bottom.

Scope Fees

<i>Task</i>	<i>Fee</i>
Schematic Design	\$1,920
Design Development	\$2,760
Contract Documents	\$5,520
Bidding	\$640
Construction Services	\$2,560
<i>Total Fee</i>	<i>\$13,400</i>
*Reimbursable Allowance	\$500

We welcome the opportunity to negotiate this fee. If there are services required which are not listed in the fee schedule above, we can complete them on a time and materials basis based on the following rates. We will not proceed on any time and materials basis until we receive approval from the Client.

TIME OF PERFORMANCE:

1. Consultant is prepared to initiate the services described herein immediately upon Client's authorization and notice to proceed. A more definitive schedule can be established with the Client at the outset of the project as needed.

ADDITIONAL SERVICES:

1. Consultant, at the direction of the Client, may perform additional services related to the project including but not limited to preparation of site sections, grading plans, preliminary development plans and zoning applications, project signage design, marketing graphics, and other services not otherwise defined in the scope of services. These and other additional services will be performed by Consultant as mutually agreed to by the Client and Consultant prior to performance of the services.
2. Reimbursable expenses associated with travel not included in the above Scope of Services will be billed to the client as outlined below.

HOURLY RATES:

The hourly rate for performing design services typically conforms to the following table.

Principal/Partners	\$120.00 per hour
Senior Associates.....	\$100.00 per hour
Associates.....	\$90.00 per hour
Landscape Architects	\$80.00 per hour
Staff	\$70.00 per hour
Clerical.....	\$50.00 per hour

REIMBURSABLE EXPENSES:

Reimbursable expenses will be billed according to the following rates.

Automobile Travel.....	\$0.50 per mile
Airfare/Hotel/Car Rental	Cost plus 10%
Black & White Copies / Prints - 8 " x 11"	\$0.10 per copy
Black & White Copies / Prints - 11" x 17".....	\$1.00 per copy
Color Copies / Prints - 8 " x 11"	\$0.20 per copy
Color Copies / Prints - 11" x 17".....	\$2.00 per copy
Black & White Plotter Bond	\$2.00 per square foot
Color Plotter Bond.....	\$5.00 per square foot
Plotter Vellum / Mylar	\$7.00 per square foot
Outside Reproduction	Cost plus 10%
Sub Consultants.....	Cost plus 10%

Please review the above costs. If there is anything you would like us to add or deduct, please let us know. If not, please sign your approval and fax or e-mail back to us.



Jay Bollwinkel, Principal

Park City

Date



April 2, 2019

Corey Legge
Park City Engineering
445 Marsac Avenue
Park City, UT 84060

SUBJECT: PROSPECTOR AVENUE LANDSCAPE IMPROVEMENTS
ADDITIONAL SERVICES 01– PROSPECTOR AVENUE SCOPE EXPANSION FOR CITY
MAINTENANCE

Dear Corey,

The following is our scope and fee in response to the addition of: Prospector Avenue and Gold Dust in their entirety between Bonanza and Sidewinder streets.

The proposed items below are in addition to the original scope and do not diminish or reduce the current scope or budget.

Please review and let us know if you have any questions. If this works for you, please acknowledge by signing a copy and sending it back to us.

I. WORK OBJECTIVES

CONSTRUCTION DOCUMENTS

- Develop Construction Documents based on the expanded scope of the entire Prospector Avenue and Gold Dust streetscape.
 - Updated Planting and Irrigation plans.
 - Updated specifications and Cost Estimate

BIDDING

- Bidding coordination and document review.
 - Addenda responses as needed.

CONSTRUCTION SERVICES (Additional Site Visits – 2)

- Provide two (2) additional site visits for review of the extended areas of the new scope.
 - RFI and Submittal Reviews
 - Additional Site Visits two (2) (Current scope includes 3 site visits and 1 final inspection. Adding two visits = 6 total to complete current and new scope)
 - Field reports for each additional visit.

II. BUDGET

<i>Task</i>	<i>Fee</i>
Construction Documents	\$2,160
Bidding	\$315
Construction Services	\$810
<i>Total Fee</i>	\$3,285

**REIMBURSABLE EXPENSES NOT INCLUDED IN TOTAL.*

Approved By:

Park City: _____ Date: _____

MGB+A:  _____ Date: 4-2-2019

Thank you for the opportunity to continue to work with you.

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Mindy Finlinson

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-17, an Ordinance Amending Municipal Code Title 4, Licensing AND
Consideration to Approve Ordinance 2019-25, an Ordinance Amending Municipal Code Title 4B, Franchised
Utilities and Taxes

(A) Public Hearing (B) Action

Suggested Action:

Approve

Attachments:

[Titles 4 and 4B Staff Report](#)

[Exhibit A: Title 4 Ordinance](#)

[Exhibit B: Title 4 Redlined Code](#)

[Exhibit C: Title 4B Ordinance](#)

[Exhibit D: Title 4B Redlined Code](#)

City Council Staff Report



Subject: Licensing-Title 4 Proposed Code Amendments-Part 2
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: April 18, 2019
Type of Item: Legislative

Recommendation

Staff recommends Council review and adopt the proposed changes to Park City Municipal Code Title 4. These recommended changes will update the code to make it more current to align with State, County and other regulatory bodies as well as Park City Council's goals and objectives. This is part 2 of a 2-step process.

- Refining Title 4 of the Municipal Code is a large project and has been broken down into two parts:
 - o Part 1: Fall 2017- formatting changes, removal of duplicate material and remnants of old code.
 - Council voted to repeal and replace the entire code with a much leaner document
 - o Part 2: Spring 2019- policy review and revision of processes, amendments as directed by Council.
 - Staff returns with recommended amendments to the code, specifically dealing with policy changes, updates and additional refinements.
- Finance staff has worked with the legal department for several years reviewing and discussing recommended updates to the Code, researching the legalities of proposed changes, and reaching out to stakeholders for input as necessary.
- Staff is presenting Council with these proposed recommendations as well as possible alternatives.

Background

Title 4 has been written, rewritten, amended and modified over several years by many different hands which has yielded portions of the code inconsistent and outdated. Below is a list of what staff recommends Council amend to update and sharpen the document:

- Clarify definitions to more accurately reflect what type of activity they are aiming to define.
- Add language regarding "Tobacco Specialty Store" (vape shops, smoke shops) to clarify process for obtaining a business license.
- Add clarification to 4-8-5(B)- For Hire Background checks and disqualifying offenses
- Move definitions of For-Hire licensing into Chapter 8
- Remove "Drug-Free Workplace Requirement" as this already addressed in 4-8-7

- Issue separate liquor licenses for each different type of activity (manufacturing, package agency, restaurant liquor, etc.) to align with state code and to regulate each activity separately
- Increase grace period for renewal payments from 15 days to 31 days.
- Recommend that each Type 2 Convention Sales License applicant be required to pay \$100 trash impact fee (not just umbrella holder)
- Amending Section 4B-4, Telecommunications Tax, to reflect the 2007 changes to Utah Code that lowered the tax from 4% to 3.5%.

Alternatives for City Council to Consider

1. Recommended Alternative: Amend proposed sections of Title 4.

Pros

- a. The document will be updated and clearer and increase transparency.
- b. It will better align with State codes and other local mandates.
- c. Critical language is clarified.
- d. It will align with City Council goals and objectives.

Cons

- a. There are no perceived negative impacts to these amendments

Funding

None

Attachments

Exhibit A: Title 4 Ordinance

Exhibit B: Title 4 Red Lined Code

Exhibit C: Title 4B Ordinance

Exhibit D: Title 4B Red Lined Code

Exhibit A

Ordinance No. 2019-17

AN ORDINANCE AMENDING MUNICIPAL CODE TITLE 4, LICENSING

WHEREAS, Park City has an interest in promoting public health, safety, and welfare, and

WHEREAS, the City Council finds that it is in the public interest to clarify and refine the written laws, regulations, and ordinances contained in Title IV of the Municipal Licensing Code so that citizens can easily access information, and;

WHEREAS, the City Council finds the proposed amendments in the best interest of the residents of Park City as they will increase transparency,

WHEREAS, a public hearing was duly advertised and held on April 18, 2019;

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

Section I: Approval of Amendments to Title 4. Title 4, Licensing, is hereby amended as redlined in Exhibit B.

Section II: Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 18rd DAY OF April, 2019.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

4 Licensing

4-1 Definitions

4-2 General Licensing

4-3 General Application Process

4-4 Licensing Fees

4-4A Repealed By Ord 2017-51

4-5 Regulation Of Specific Businesses

4-6 Alcoholic Beverage Licenses

4-6A Repealed By Ord 2017-51

4-6B Repealed By Ord 2017-51

4-7 Convention Sales And Commercial Hospitality

4-8 For-Hire Vehicles

4-8A Repealed By Ord 2017-51

4-9 Mobile Vendors

4-10 Solicitors

4-11 Sexually Oriented Businesses

4-1 Definitions

4-1-1 DEFINITIONS.

All words and phrases used in this Title shall have the following meanings unless a different meaning clearly appears from the context. Definitions specific to Chapters 4-8 and 4-11 are included in their respective chapters.

4-1-1.1 ART. Original works of fine Art, graphic Art, and aesthetic objects produced by the Artist. It shall not include any Art artwork produced by any Person other than the Artist displaying the Artartwork, or any artwork-purchasedArt purchased or taken on consignment and held for resale.

4-1-1.2 ARTIST. The creator of the Art who exhibits his/her own Art for sale. Artist does not include street musician.

4-1-1.3 AVAILABLE CITY PROPERTY. The green space at the northeast intersection of Park Avenue and 9th Street, Park City, Utah, owned and operated by the City, and alternatively pursuant to 4-10-3(E)(1), City Park.

4-1-1.4 BACKGROUND CHECK CERTIFICATE. Certificate issued by the Bureau of Criminal Investigation that includes the applicant's name, certificate-date of issuance certificate, ~~and~~-date of expiration, and a statement that the certificate holder has met the requirements of the background check.

4-1-1.5 BEDROOM. Each room in a hotel, motel, lodge, timeshare project, fractional ownership, condominium project, single family residence, or other Nightly Lodging Facility that is intended primarily for the temporary use of transient guests for sleeping purposes.

4-1-1.6 BUSINESS. A distinct and separate Person or entity Engaging in Business, as those-that terms are is defined herein. A Business is distinguished from another Business by separate state sales tax numbers or separate ownership.

4-1-1.7 CITY. Park City, Utah.

4-1-1.8 COMMERCIAL VEHICLES AND TRAILERS & CONSULTANT LICENSE. Motor

vehicles used for a Business' normal activities, but not used to transport people to, from, and within Park City for a ~~fee~~Fare. Such vehicles include but are not limited to vehicles used for deliveries, cleaning or consulting, commercial hauling, and snow removal services, as well as cargo rental vehicles, concrete trucks, and dump trucks.

~~4-1-1.9 CONDUCTING BUSINESS.~~ For purposes of this Title the term "Conducting Business" shall include the sale or offering for sale of any goods or merchandise, marketing or promoting, or the offering or performing of any service for valuable consideration of any kind.

~~4-1-1.10 CONSULTANT LICENSE.~~ Any individual, company, or agent Engaging in Business by performing consultant style services such as interior design, landscaping, and similar service jobs within Park City limits without having their Place of Business within the City limits must obtain a Consultant License.

~~4-1-1.11 CORPORATE SPONSOR.~~ Any Business enterprise or combination of Business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the event operating expenditure budget.

~~4-1-1.12-9 DABC.~~ The Utah Department of Alcoholic Beverage Control.

~~4-1-1.13 DIVISION.~~ The Park City Business Licensing Division.

~~4-1-1.14-10 EMPLOYEE BASED.~~ Businesses which lease or otherwise provide employees to other businesses or any Person in return for consideration. Such businesses include but are not limited to employment agencies and security firms.

~~4-1-1.15-11 ENGAGING IN BUSINESS.~~ Includes all activities ~~engaged in~~ within the corporate limits of Park City carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term Business unless otherwise specifically prescribed. "Engaging in Business" includes but is not limited to the sale, rental, Gifting, marketing, or promotion of tangible personal or real property at retail or wholesale, the manufacturing of goods or property, and the rendering of personal services for others for consideration by Persons engaged in any profession, trade, craft, Business, or occupation, ~~or other calling~~, except the rendering of personal services by an employee to his/her employer under any contract of personal employment. Each manufacturing or originating company, whether individually occupying a premise, including home occupations and home offices, or co-locating, shall be required to obtain an individual Business license for that Business activity.

~~4-1-1.16-12 EXHIBIT.~~ To display for sale with the intent or expectation of receiving valuable consideration for the item displayed.

~~4-1-1.13 FOOD TRUCK OPERATOR.~~ One who owns or operates a Food Truck as defined in Title 15, Land Management Code.15-15-1

~~4-1-1.17 FARE.~~ The consideration or charge of a For Hire Vehicle to provide service for a passenger within Park City. Consideration may include non-cash value such as participating in a commercial promotional activity such as viewing real estate or timeshare information, merchandise or Art display, or display of movies, videos, or DVDs within or on a vehicle in exchange for the passenger delivery.

~~4-1-1.18 FOOD TRUCK.~~ A fully encased food service establishment:

- ~~1. — on a motor vehicle or on a trailer that a motor vehicle pulls to transport; and~~

- ~~2. from which a food truck vendor, standing within the frame of the vehicle, prepares, cooks, sells, or serves food or beverages for immediate human consumption; and~~
- ~~3. does not include the sale of any products other than food and beverages for human consumption.~~
- ~~4. "Food truck" does not include a Mobile Vendor as defined in 4-1-1.28.~~

4-1-1.19 FOOD TRUCK LOCATION. The location on either 1) private property; or 2) public property pursuant to a City concession or franchise agreement where one or more Food Trucks may park and sell product for ten (10) hours or more a week. Food Truck Locations may not occupy code required parking area for previously approved Development Activity.

4-1-1.20 FOR HIRE VEHICLE. A vehicle used to transport passengers for a fee. For Hire Vehicles include Shuttles, Taxicabs, limousines, or similar vehicles used for the purposes outlined in this Title.

4-1-1.21 FOR HIRE VEHICLE BUSINESS LICENSE. A Park City Business license issued by Park City authorizing the licensee thereof to conduct a For Hire Vehicle Business.

4-1-1.22 FOR HIRE VEHICLE STICKER. A sticker issued by the City indicating that the owner of the vehicle has met all requirements to obtain a Business license from the City to conduct a For Hire Vehicle Business.

4-1-1.2314 GIFTING. Includes various hospitality, Gifting, filming, display, exhibiting, or promotional use of goods not for sale and other related activity that are marketing or promoting tools in which goods are given or traded to the public in general or desirable people so that the product will be associated with those people and appear in publications, media, internet, etc., ~~and to~~ give the product exposure. Gifting is not just the display of goods with the hopes of future orders; it involves actually giving the product away, where the consideration for the gift is the exposure of the product, and includes direct or indirect interaction with customers ~~or~~ potential customers in order to increase awareness of a product, or service of company. Corporate groups that receive gifts purchased by the corporation that are not provided by another entity and are exclusively for the group will not be considered Gifting.

4-1-1.24-15 HOURLY USER CAPACITY. The maximum number of Persons that can be safely and reasonably accommodated per hour by an amusement park, golf course, athletic club, theater, bowling alley, tennis club, racquetball club, swimming pool, ski lift, gondola, or tram, ~~and or~~ any other recreational, sports, or entertainment facility.

4-1-1.25-16 INSTRUCTOR LICENSE. Any individual engaged in instructing individuals or groups, or teaching, giving, or offering lessons, classes, training, or other programs to individuals or groups such as ice skating lessons, etc., must obtain an Instructor License if instructing 30 days or more per annum. Instructor licenses are assessed at the same rate as commercial vehicles.

4-1-1.26-17 LICENSE FEE(S). Fees as defined by the Business License Fee Schedule.

~~found at.~~

4-1-1.27-18 MAIN STREET BUSINESS IMPROVEMENT DISTRICT. Main Street Business Improvement District (BID) is defined as all businesses located in the following area:

The BID boundary shall follow the centerline of the following streets: Beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of the 9th Street, then west on 9th Street to the intersection of the 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning.

4-1-1.28-19 MOBILE VENDOR. ~~Any means of conveyance of goods or merchandise from push carts, mobile wagons, or motor vehicles. Street Vendors do not include Food Trucks as defined in 4-1-1.8. One~~

who sells food, flowers, agricultural products, ice cream, candy, popcorn, or other goods or merchandise from push carts, mobile wagons, or motor vehicles. Mobile Vendors do not include Food Truck Operators. Mobile Vendors must have a franchise to sell items in the Right of Way.

4-1-1.29-20 NIGHTLY LODGING FACILITY. Any place where any portion is rented or otherwise made available to Persons for transient lodging purposes for a period less than thirty (30) days including, without limitation, a hotel, motel, lodge, condominium project, single family residence, fractional ownership or timeshare project.

4-1-1.30-21 NON-PROFIT CORPORATION. A corporation organized for some purpose other than making a profit and, as such, may enjoy a tax exempt status.

4-1-1.31-22 NUISANCE. For the purposes of the Alcoholic Beverage Licenses Chapter of this Title, any licensed premises where:

A. Alcoholic beverages are manufactured, sold, kept, bartered, stored, consumed, given away, or used contrary to the Alcohol Beverage Control Act or this Code;

B. Intoxicated Persons are permitted to loiter about; ~~or~~

C. ~~p~~Profanity, indecent, immoral, loud, or boisterous language or immoral, unruly, disorderly, lewd, obscene conduct is permitted or carried on;

D. Persons under the age of twenty-one (21) are permitted to purchase or drink beer or liquor;

E. City, county, state, or federal laws or ordinances that protect the public health, safety, peace, or morals are violated by the licensee or his/her agents or patrons with the consent or knowledge of licensee ~~which tend to affect the public health, safety, peace, or morals;~~

F. Patrons ~~throw~~ litter or throw other objects within the licensed premises or from the licensed premises in a manner which tends to affect the public ~~safety or health; or~~ health, safety, peace or morals;

G. Patrons are not permitted to remove opened containers of alcoholic beverages or glasses containing alcoholic beverages from the licensed premises to the public street or way.

4-1-1.32-23 PERSON(S). Any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, partnership, joint venture, club, company, Business trust, corporation, association, society, or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise.

4-1-1.33-24 PLACE OF BUSINESS. A place at which one ~~carries on and~~ Engages in Business; ~~each separate location maintained or operated by the licensee within Park City from which Business activity is conducted or transacted.~~ Each separate Place of Business or location must be separately licensed.

4-1-1.34-25 RESTAURANT. A Business location at which a variety of foods are prepared and at which complete meals are served to the general public in indoor or outdoor dining accommodations; ~~and is engaged primarily in serving meals to the general public.~~ This does not include ~~street vendors or m~~Mobile Vendors or ~~f~~Food Trucks.

4-1-1.35-26 ROUTE DELIVERY. Any delivery made to customers of a Business, which makes repeated door-to-door deliveries to the same households along designated routes with an established time interval ~~in~~ between delivery visits. The majority of such deliveries must be to fulfill orders previously made by the customer. However, nothing in this Title shall prevent a Business from taking orders from being taken from established customers and filled during such delivery visits. Such ~~b~~Businesses will include, but not be limited to, dairies and sellers of bulk meats or produce.

4-1-1.36-27 SHUTTLE. A vehicle that travels between fixed locations for a set or predetermined Fare.

4-1-1.37-28 SKI RESORT. A ski area that operates as a distinct and separate enterprise and which is deemed to include, without limitation, the ski runs, ski lifts, and related facilities that are part of the ski area and primarily service the patrons of the ski area. The Ski Resort includes ski instruction, tours, first aid stations, parking garages, management and maintenance facilities, and workshops, but does not include food service, ski rentals, or retail sales of goods or merchandise, which are all deemed separate businesses even if owned by a resort operator.

4-1-1.38-29 SKIER DAY. A three (3) year average of the total number of lift tickets sold each year between November 1 and June 30, including daily lift tickets, resident coupons, complimentary tickets, and an estimated average of season pass holders' daily use. The three (3) year average shall be calculated by the Ski Resort and shall include the three (3) most recent years of operation from November 1 through June 30. The City may audit the analysis and any Business records relied upon for the analysis. The calculation shall be submitted to the Finance Department by July 15 of each year.

4-1-1.39-30 SOLICITED DELIVERY. A delivery of previously ordered goods or services or the United States mail. Solicited Delivery includes, but is not limited to, the delivery of newspapers or publications pursuant to a subscription, ~~the United States mail~~, parcel delivery services, businesses engaging in Route Delivery, or Persons delivering previously ordered goods or services on behalf of an established retailer of those goods or services.

4-1-1.40-31 SOLICITOR. A Person who contacts individuals or the general public for the purpose of taking orders for goods or services, or encouraging attendance at sales presentations, lectures, seminars, or the like, at which goods or services are promoted or offered for sale, whether the presentation, or lecture, seminar or the like is held within Park City or not, provided that the Solicitor makes contact with the public at a location other than at the regular Place of Business at which the goods or services are actually sold or performed. For purposes of this Title, the term "goods or services" shall include merchandise, produce, personal services, property services, investment opportunities, franchises, time intervals in the use of ownership or real property, and any other kind of tangible or intangible thing that is given in exchange for valuable consideration.

4-1-1.41-32 SQUARE FOOTAGE. The aggregate number of square feet of area within a Place of Business that is used by a licensee Engaging in Business.

~~**4-1-1.42 TAXICAB.** A vehicle used to transport passengers for a Fare.~~

~~**4-1-1.43 TRANSPORTATION NETWORK COMPANY (TNC).** The Transportation Network Company Registration Act defines a TNC as an entity that:-~~

- ~~1. Uses a software application to connect a passenger to a transportation network driver providing transportation network services;~~
- ~~2. Is not a For Hire Vehicle; and~~

~~3. Does not own, control, operate, or manage the vehicle used to provide the transportation network services.~~

4-1-1.44-33 UNIT. Any separately rented portion of a hotel, motel, condominium, apartment building, single family residence, duplex, triplex, or other residential dwelling without limitation.

4-1-1.3445 UNSOLICITED DELIVERY. The delivery of any unsolicited newspaper or publication, sample product, or advertising material. Unsolicited newspapers or publications, sample products, or advertising material shall include, but not be limited to, handbills describing or offering goods or services for sale, any goods or products that were not previously ordered by the homeowner or occupant, any newspaper or publication delivered without a subscription by the owner or occupant, and any coupons or rebate offers for goods and services.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 10-21 on 5/20/2010

Amended by Ord. 13-32 on 9/5/2013

Amended by Ord. 16-07 on 1/28/2015

Amended by Ord. 2016-45 on 9/22/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

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

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

4-2-5 Branch Establishments

4-2-6 Separate Businesses, Licensed Premises

4-2-7 Multiple Licensing

4-2-8 Duty To Display License

4-2-9 Exceptions To Business License

4-2-10 No Temporary Licenses Duty to Obtain Required Licenses For Temporary Business

4-2-11 Certain Acts Prohibited

4-2-12 Licenses Non-Transferable

4-2-13 Outdoor Sales

4-2-14 Outdoor Speakers On Main Street

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

4-2-16 Thru 4-2-29 Repealed By Ord 2017-51

4-2-1 Unlawful To Operate Without A License

Unless exempted by state or federal law or by this Title, it shall be unlawful for any Person to engage in Business within Park City, whether on a temporary or permanent basis, without first being issued the license required by this Title. All licenses, with the exception of Convention Sales Licenses and Single Event Temporary Liquor Licenses issued under the provisions of this Title are non-transferable and expire on September 30 of each year. Licenses are not transferrable.

Unless exempted by state or federal law or by this Title, any Person or entity who engages Engaging in Business without being issued a license or paying all necessary License fFees under this Title shall pay double the specified License fFee for said license. The payment of such double fee shall not relieve any Person from fully complying with all the requirements of this Code, nor from any other prescribed penalties. Payment of such double License Ffee or any unpaid portion thereof may be compelled by civil action in any court of competent jurisdiction. The acceptance of any portion less than the entire amount of such double fee by any officer or employee of the City shall not constitute a waiver or release of the balance thereof.

Except as otherwise provided in this Title, any Person who temporarily or permanently eEngages in Business within the City without first obtaining a license as herein provided, or after such license has been revoked, shall be punished by a fine not to exceed the maximum Class “B” misdemeanor fine under state law or by a term of imprisonment up to six months, or by both fine and term of imprisonment as provided in Section 1-1-8 of this Code.

HISTORY

Amended by Ord. 14-50 on 10/2/2014

Amended by Ord. 2016-45 on 9/22/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-2 Business Confined To Enclosed Building

Except as authorized by this Title, Special Events, or those approved under the Land Management Code, all bBusinesses within Park City are is to be conducted within a fully enclosed building.

HISTORY

Amended by Ord. 14-50 on 10/2/2014

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

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

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

4-2-3 Business Confined To Private Property

Unless specifically licensed to do so under this or other ordinances, it shall be unlawful for any Person to solicit Business within any public street, sidewalk, alleyway, or within the public parks, golf course, or publicly owned parking areas, unless said Person has received prior approval from the appropriate City department and executed a concession contract with the City.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-4 Use Of Public Property

The City Council may grant specific temporary licenses to applicants to sell food, alcoholic beverages, or merchandise in City parks or at other locations on public property. In granting these temporary licenses, preferences shall be given to nonNon-pProfit organizations Corporations and civic groups before profit-making businesses are licensed to conduct a temporary Business within the parks or on other City property. Such licenses shall be issued only after receiving the approval of only after the appropriate City department approves the temporary license and the City executes a concessions or franchise contract with the temporary licensee. and execution of a concessions or franchise contract with the City.

HISTORY

Amended by Ord. 13-29 on 9/5/2013

Amended by Ord. 14-50 on 10/2/2014

Amended by Ord. 2017-47 on 8/17/2017

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-5 Branch Establishments

A separate license must be obtained for each branch establishment or separate location in whichEngaging in Business is engaged in, within the City, as if such branch establishment or location were a separate Business,. and eEach license shall authorize the licensee to engage only in the Business licensed thereby at the location or and in the manner designated in such license, provided, that warehouses and distributing places used in connection with or incident to a Business licensed under this Title shall not be deemed to be separate places of Business or branch establishments.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-6 Separate Businesses, Licensed Premises

Where two (2) or more Persons conduct separateare Engaging in businesses Business at the same location, each such Person shall provide individual Utah tax identification numbers if sales transactions are taking place, and , ffederal tax identification numbers if only promotion or Gifting is taking place. Each such person shall, be responsible for all required licensing, inspections, and sign permits for each such Business, and pay the required License Fees for each such Business. Where a Person has a license pursuant to provisions in the Alcoholic Beverage Licenses Chapter of this Title, that Person shall obtain a separate Business license for each licensed premises.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-7 Multiple Licensing

Any one Person may be issued any of the licenses described and created in this Title and may simultaneously hold more than one (1) license, and/or a regular Park City Business license. The granting of multiple licenses shall not grant privileges not specifically granted by the licenses issued, nor shall the issuance of multiple licenses extend the time limitations imposed on any of these special licenses that are of a temporary nature. Suspension or revocation of one of the multiple licenses shall not act as an automatic suspension of any other license then in effect.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-8 Duty To Display License

Every licensee licensed pursuant to the provisions of this Title shall display the license in some prominent part of the Place of Business. Type 2 convention sales licenses, and associated temporary occupant load signs and fire permits, shall be displayed on the front door of the Place of Business. Every licensee not having a fixed Place of Business shall carry such license on their Person at all times in a visible position while carrying on theEngaging in Business for which the license is issued and shall produce the license for inspection when requested to do so by any Person.

HISTORY

Amended by Ord. 13-29 on 9/5/2013

Amended by Ord. 14-50 on 10/2/2014

Amended by Ord. 2017-47 on 8/17/2017

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-9 Exceptions To Business License

No Business license shall be required under this Title upon the following Persons or businessesBusiness:

A. Any individual, company, or agent that is exempted under Utah Code Title 58, unless the individual, company, or agent has office space within the limits of Park City;

B. Traditional hotel/Restaurant offerings including private dinner bookings in Restaurants, existing entertainment such as in Restaurant outlets or lounges etc., or groups utilizing interior signage;

1. C. Any Person, firm, or organization, i.e., tournament referees, ski race officials, sport camp instructors, whose contract is for a period of less than thirty (30) days or less per year, and whose contract relates directly to recreation programs or services in Park City;, is not required to obtain a Business license;

D. No license shall be required for sales of surplus household goods or furnishings at a private residence in the garage or yard. If a garage or yard sale is held more frequently than three (3) days in any one (1) calendar quarter at the same residence, it shall be deemed to be Conducting Engaging Business on a regular basis and a regular Business license for the sale of that kind of merchandise is required. If the sale is in a zone that does not permit the sale of merchandise as a permitted or conditional use, further sales are unlawful. Sales tax on all garage or yard sales is required under state law, and this Title shall not be construed as attempting to waive the requirement that tax be collected.

HISTORY

Amended by Ord. 07-58 on 9/20/2007

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-10 No Temporary Licenses Duty to Obtain Required Licenses for Temporary Business

Any Person Engaging in Business on a temporary basis within Park City shall be required to obtain the license required by this Title in the same manner and shall be subject to the same License Fees as a Person Engaging in Business on a permanent basis within Park City.

HISTORY

Amended by Ord. 13-29 on 9/5/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-11 Certain Acts Prohibited

It shall be unlawful for any Person, Business, corporation, partnership, or other entity to attract or attempt to attract people to that Person or that licensee's Place of Business by calling, shouting, hawking, ringing any bells, horn, sounding any siren or other noisemaking device, or by displaying any light or lantern, or by waving, hailing, or otherwise signaling to passersby, or by touching or physically detaining them. It shall be unlawful to pass handbills, flyers, or other advertising material by handing such material to passersby, or placing them on porches or vehicles, or attaching them to light or sign posts or poles.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-12 Licenses Non-Transferable

No license issued under this Title is transferable from the original licensee to any other Person, partnership, corporation, or other entity. Each year, as a part of the renewal process, the licensee shall indicate the board of directors, or all partners, and if there are any changes from the previous year, the license shall be reviewed as a new application to the extent of the changes in ownership.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-2-13 Outdoor Sales

Sidewalk Sales permits are not issued during Special Events. However, The Finance Department may grant a license to regularly licensed retail and service based Park City businesses, per the Land Management Code, to hold outdoor sales five (5) times a year for a duration of no longer than three (3) days for each outdoor sale; , and additionally for up to fifteen (15) individual Sundays per calendar year, either within the Business' own property or on public sidewalks or streets adjoining the Place of Business on the following terms:

4-2 General Licensing

4-2-1 Unlawful To Operate Without A License

4-2-2 Business Confined To Enclosed Building

4-2-3 Business Confined To Private Property

4-2-4 Use Of Public Property

4-2-5 Branch Establishments

4-2-6 Separate Businesses, Licensed Premises

4-2-7 Multiple Licensing

4-2-8 Duty To Display License

4-2-9 Exceptions To Business License

4-2-10 No Temporary Licenses Duty to Obtain Required Licenses For Temporary Business

4-2-11 Certain Acts Prohibited

4-2-12 Licenses Non-Transferable

4-2-13 Outdoor Sales

4-2-14 Outdoor Speakers On Main Street

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

4-2-16 Thru 4-2-29 Repealed By Ord 2017-51

4-2-1 Unlawful To Operate Without A License

~~Unless exempted by state or federal law or by this Title, it shall be unlawful for any Person to engage in Business within Park City, whether on a temporary or permanent basis, without first being issued the license required by this Title. All licenses, with the exception of Convention Sales Licenses and Single Event Temporary Liquor Licenses issued under the provisions of this Title are non-transferable and expire on September 30 of each year. Licenses are not transferrable.~~

~~Unless exempted by state or federal law or by this Title, any Person or entity who engages Engaging in Business without being issued a license or paying all necessary License Fees under this Title shall pay double the specified License Fee for said license. The payment of such double fee shall not relieve any Person from fully complying with all the requirements of this Code, nor from any other prescribed penalties. Payment of such double License Fee or any unpaid portion thereof may be compelled by civil action in any court of competent jurisdiction. The acceptance of any portion less than the entire amount of such double fee by any officer or employee of the City shall not constitute a waiver or release of the balance thereof.~~

~~Except as otherwise provided in this Title, any Person who temporarily or permanently eEngages in Business within the City without first obtaining a license as herein provided, or after such license has been revoked, shall be punished by a fine not to exceed the maximum Class "B" misdemeanor fine under state law or by a term of imprisonment up to six months, or by both fine and term of imprisonment as provided in Section 1-1-8 of this Code.~~

HISTORY

~~Amended by Ord. 14-50 on 10/2/2014~~

~~Amended by Ord. 2016-45 on 9/22/2016~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

4-2-2 Business Confined To Enclosed Building

~~Except as authorized by this Title, Special Events, or those approved under the Land Management Code, all bBusinesses within Park City are is to be conducted within a fully enclosed building.~~

HISTORY

~~Amended by Ord. 14-50 on 10/2/2014~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

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

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

4-2-3 Business Confined To Private Property

~~Unless specifically licensed to do so under this or other ordinances, it shall be unlawful for any Person to solicit Business within any public street, sidewalk, alleyway, or within the public parks, golf course, or publicly owned parking areas, unless said Person has received prior approval from the appropriate City department and executed a concession contract with the City.~~

HISTORY

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

4-2-4 Use Of Public Property

~~The City Council may grant specific temporary licenses to applicants to sell food, alcoholic beverages, or merchandise in City parks or at other locations on public property. In granting these temporary licenses, preferences shall be given to non-Non-pProfit organizations Corporations and civic groups before profit-making businesses are licensed to conduct a temporary Business within the parks or on other City property. Such licenses shall be issued only after receiving the approval of only after the appropriate City department approves the temporary license and the City executes a concessions or franchise contract with the temporary licensee. and execution of a concessions or franchise contract with the City.~~

HISTORY

~~Amended by Ord. 13-29 on 9/5/2013~~

~~Amended by Ord. 14-50 on 10/2/2014~~

~~Amended by Ord. 2017-47 on 8/17/2017~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

4-2-5 Branch Establishments

~~A separate license must be obtained for each branch establishment or separate location in which Engaging in Business is engaged in, within the City, as if such branch establishment or location were a separate Business, and eEach license shall authorize the licensee to engage only in the Business licensed thereby at the location or and in the manner designated in such license, provided, that warehouses and distributing places used in connection with or incident to a Business licensed under this Title shall not be deemed to be separate places of Business or branch establishments.~~

HISTORY

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

4-2-6 Separate Businesses, Licensed Premises

~~Where two (2) or more Persons conduct separateare Engaging in businesses Business at the same location, each such Person shall provide individual Utah tax identification numbers if sales transactions are taking place, and, ffederal tax identification numbers if only promotion or Gifting is taking place. Each such person shall, be responsible for all required licensing, inspections, and sign permits for each such Business, and pay the required License Fees for each such Business. Where a Person has a license pursuant to provisions in the Alcoholic Beverage Licenses Chapter of this Title, that Person shall obtain a separate Business license for each licensed premises.~~

HISTORY

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

4-2-7 Multiple Licensing

~~Any one Person may be issued any of the licenses described and created in this Title and may simultaneously hold more than one (1) license, and/or a regular Park City Business license. The granting of multiple licenses shall not grant privileges not specifically granted by the licenses issued, nor shall the issuance of multiple licenses extend the time limitations imposed on any of these special licenses that are of a temporary nature. Suspension or revocation of one of the multiple licenses shall not act as an automatic suspension of any other license then in effect.~~

~~HISTORY~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

~~4-2-8 Duty To Display License~~

~~Every licensee licensed pursuant to the provisions of this Title shall display the license in some prominent part of the Place of Business. Type 2 convention sales licenses, and associated temporary occupant load signs and fire permits, shall be displayed on the front door of the Place of Business. Every licensee not having a fixed Place of Business shall carry such license on their Person at all times in a visible position while carrying on the Engaging in Business for which the license is issued and shall produce the license for inspection when requested to do so by any Person.~~

~~HISTORY~~

~~Amended by Ord. 13-29 on 9/5/2013~~

~~Amended by Ord. 14-50 on 10/2/2014~~

~~Amended by Ord. 2017-47 on 8/17/2017~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

~~4-2-9 Exceptions To Business License~~

~~No Business license shall be required under this Title upon the following Persons or businesses Business:~~

~~A. Any individual, company, or agent that is exempted under Utah Code Title 58, unless the individual, company, or agent has office space within the limits of Park City;~~

~~B. Traditional hotel/Restaurant offerings including private dinner bookings in Restaurants, existing entertainment such as in Restaurant outlets or lounges etc., or groups utilizing interior signage;~~

~~4.1. C. Any Person, firm, or organization, i.e., tournament referees, ski race officials, sport camp instructors, whose contract is for a period of less than thirty (30) days or less per year, and whose contract relates directly to recreation programs or services in Park City, is not required to obtain a Business license;~~

~~D. No license shall be required for For sales of surplus household goods or furnishings at a private residence in the garage or yard. If a garage or yard sale is held more frequently than three (3) days in any one (1) calendar quarter at the same residence, it shall be deemed to be Conducting Engaging Business on a regular basis and a regular Business license for the sale of that kind of merchandise is required. If the sale is in a zone that does not permit the sale of merchandise as a permitted or conditional use, further sales are unlawful. Sales tax on all garage or yard sales is required under state law, and this Title shall not be construed as attempting to waive the requirement that tax be collected paid.~~

~~HISTORY~~

~~Amended by Ord. 07-58 on 9/20/2007~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

~~4-2-10 No Temporary Licenses Duty to Obtain Required Licenses for Temporary Business~~

~~Any Person Engaging in Business on a temporary basis within Park City shall be required to obtain the license required by this Title in the same manner and shall be subject to the same License Fees as a Person Engaging in Business on a permanent basis within Park City.~~

~~HISTORY~~

~~Amended by Ord. 13-29 on 9/5/2013~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

~~4-2-11 Certain Acts Prohibited~~

~~It shall be unlawful for any Person, Business, corporation, partnership, or other entity to attract or attempt to attract people to that Person or that licensee's Place of Business by calling, shouting, hawking, ringing any bells, horn, sounding any siren or other noisemaking device, or by displaying any light or lantern, or by waving, hailing, or otherwise signaling to passersby, or by touching or physically detaining them. It shall be unlawful to pass handbills, flyers, or other advertising material by handing such material to passersby, or placing them on porches or vehicles, or attaching them to light or sign posts or poles.~~

~~HISTORY~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

~~4-2-12 Licenses Non-Transferable~~

~~No license issued under this Title is transferable from the original licensee to any other Person, partnership, corporation, or other entity. Each year, as a part of the renewal process, the licensee shall indicate the board of directors, or all partners, and if there are any changes from the previous year, the license shall be reviewed as a new application to the extent of the changes in ownership.~~

~~HISTORY~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

~~4-2-13 Outdoor Sales~~

~~Sidewalk Sales permits are not issued during Special Events. However, The Finance Department may grant a license to regularly licensed retail and service-based Park City businesses, per the Land Management Code, to hold outdoor sales five (5) times a year for a duration of no longer than three (3) days for each outdoor sale; and additionally for up to fifteen (15) individual Sundays per calendar year, either within the Business' own property or on public sidewalks or streets adjoining the Place of Business on the following terms:~~

A. Promotion By Merchants Association. An association representing tenants in a shopping center or other merchants association representing the businesses in a specific area may apply for an outdoor sale license for the members of that association by providing a list of the merchants participating, and paying a License Fee which shall be in lieu of and not in addition to the License Fee assessed against individual businesses.

B. Seasonal Plants. The Finance Department may issue licenses of longer duration to permit the outdoor sale, on a temporary basis, of Christmas trees, landscaping materials, or plants that are of a type and nature that reasonably require the sale to be conducted out of doors outdoors. The License Fee for this kind of outdoor sale shall be as is set forth in the Business License Fee Schedule, and a No license shall have duration of more than eight (8) weeks. These licenses may be issued to any Person or Business. Sales shall be confined to commercial zones and to property under the possession and control of the applicant.

~~HISTORY~~

~~Amended by Ord. 09-41 on 11/5/2009~~

~~Amended by Ord. 2016-45 on 9/22/2016~~

~~Repealed & Reenacted by Ord. 2017-51 on 10/5/2017~~

~~4-2-14 Outdoor Speakers On Main Street~~

~~No licensed Business shall permit or cause to exist any speaker or sound amplification equipment on the outside of any premise on Main Street with the exception of those businesses which are allowed to have~~

outside speakers as a part of their conditional use permit for outdoor dining, ~~or~~ performances or events approved by staff as part of a Level Three Special Event License or community celebration.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

- ~~1. A vibrant commercial storefront is a Storefront Property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which meets the following conditions:~~
 - ~~1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and~~
 - ~~2. Has an active Business License.~~
- ~~2. If a property does not meet the standards of 4-2-15(A) the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:~~
 - ~~1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or~~
 - ~~2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.~~
- ~~3. Failure to maintain a vibrant commercial storefront in the HCB or HRC zone shall result in the Business at the Storefront Property will not be eligible to apply for a Single Event Alcoholic Beverage Licenses; and,~~
- ~~4. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council while under an exception shown in 4-2-15(B) or until such a space is occupied by a vibrant commercial storefront.~~
- ~~5. The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.~~
- ~~6. Any designation under this Section may be appealed to the Finance Manager or designee; any license denial appeal shall be conducted as set forth in 4-3-15 of this Title.~~

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

- A. -A vibrant commercial storefront is a Storefront Property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which meets the following conditions:
 1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and
 - ~~0.~~ Has an active Business License.
 - 2.
- B. If a property does not meet the standards of 4-2-15(A) the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:
 1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy

for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or

2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- C. Failure to maintain a vibrant commercial storefront in the HCB or HRC zone shall result in the Business at the Storefront Property will not be eligible to apply for a Single Event Alcoholic Beverage Licenses; and,
- D. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council while under an exception shown in 4-2-15(B) or until such a space is occupied by a vibrant commercial storefront.
- E. The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.
- F. Any designation under this Section may be appealed to the Finance Manager or designee; any license denial appeal shall be conducted as set forth in 4-3-15 of this Title.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

Amended by Ord. 2017-65 on 12/14/2017

Amended by Ord. 2018-16 on 5/3/2018

4-2-16 Thru 4-2-29 Repealed By Ord 2017-51

HISTORY

Repealed by Ord. 2017-51 on 10/5/2017

4-3 General Application Process

4-3-1 License Application

4-3-2 Specific Additional License Application Requirements

4-3-3 License Application Fee

4-3-4 Code Compliance Inspection

4-3-5 Investigation

4-3-6 License Issuance, Revocation Or Denial

4-3-7 Issuance Of License

4-3-8 License Period

4-3-9 License Renewal

4-3-10 License Renewal Fee, Tax Payment, And Penalty

4-3-11 License Renewal Billing Procedure

4-3-12 Grounds For License Revocation Or Suspension

4-3-13 Alleged License Violation

4-3-14 License Revocation Or Suspension Hearing

4-3-15 License Denial Appeals

4-3-16 And 4-3-17 Repealed By Ord 2017-51

4-3-1 License Application

A. Applications With Inspection. All Business license applications with a physical location within City limits require a passed Business License Inspection from the Building Department to ensure life safety standards, proper measurements for fee calculation, and Code compliance.

~~— Applications without an inspection~~

~~If the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply for a Business License without an Inspection only if the applicant provides a letter of intent agreement between the landlord and tenant, with monetary or other proprietary terms redacted if necessary.~~

~~The applicant will be notified in writing within ten business days of affirmation or denial of the application.~~

~~Within 120 days from the day of application a signed lease or memorandum of lease must be submitted to Finance with monetary or other proprietary terms redacted if necessary or the application shall be denied.~~

~~The business license application will be denied after 180 days from application unless the applicant has submitted and paid for a building permit.~~

~~The business license application shall be deemed denied if it is pending more than 24 months from application date.~~

~~Any denial can be appealed pursuant to Section 4-3-15.~~

~~Prior to the License being issued, the applicant must provide a Passed Business License Inspection report to Finance. The Finance Department will recalculate the fees based on the final square footage and either issue a refund or collect additional fees and issue the License.~~

~~A Business License Inspection will only be scheduled if:~~

~~A Certificate of Occupancy has been issued by the Building Department; or~~

~~A Letter of Completion has been issued by the Building Department; or~~

~~There is already an existing licensed Business occupying the space and a building permit is not required to accommodate the new Business.~~

~~Applications for Business licenses shall be made in writing to the Finance Manager or his/her designee. Each application shall include the:~~

~~Name of the applicant and DBA, if applicable;~~

Location and contact information of the Business;—

Payment of the applicable fee and tax to be paid, based on the information recorded on the Business License Inspection or previous Business License at that location if within the HRC or HCB Districts as defined in the Land Management Code; or estimated amount if undergoing significant construction or tenant improvements;

Name and contact information of the local Business agent who is authorized to receive service of process and any communication regarding applicant's license, if applicable;

Federal entity identification number

State sales tax reporting number, if applicable;

Copy of the Business License Inspection report showing passed;

State contractor's license number, if applicable;

State real estate broker's license number, if applicable; and

Other information, as needed, for the purpose of guidance of the Finance Manager in issuing the license.—

Any change in the above information furnished by the applicant shall be forwarded in writing, within ten (10) days of the change, to the Finance Manager or his/her designee. License application forms shall be prepared and kept on file by the Finance Department.

Applications Without An Inspection.

If the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply for a Business license without an inspection only if the applicant provides a letter of intent agreement between the landlord and tenant with monetary or other proprietary terms redacted if necessary.

The applicant will be notified in writing within ten business days of affirmation or denial of the application.

Within one hundred and twenty (120) days from the day of application a signed lease or memorandum of lease must be submitted to Finance with monetary or other proprietary terms redacted if necessary or the application shall be denied.

The Business license application will be denied after 180 days from application unless the applicant has submitted and paid for a building permit.

The Business license application shall be deemed denied if it is pending more than twenty-four (24) months from application date.

Any denial can be appealed pursuant to Section 4-3-15.

Prior to the license being issued, the applicant must provide a Passed Business License Inspection report to the Finance Department. The Finance Department will recalculate the

License Fees based on the final Square Footage and either issue a refund or collect additional fees and issue the License.

1. A Business License Inspection will only be scheduled if:
 - a) A Certificate of Occupancy has been issued by the Building Department;
 - b) A Letter of Completion has been issued by the Building Department; or
 - c) There is already an existing licensed Business occupying the space and a building permit is not required to accommodate the new Business.
2. Applications for Business licenses shall be made in writing to the Finance Manager or his/her designee. Each application shall include the:
 - a) Name of the applicant and DBA, if applicable;
 - b) Location and contact information of the Business;
 - c) Date of application;
 - d) Payment of the applicable License Fee and tax, based on the information recorded on the Business License Inspection or previous Business License at that location if within the HRC or HCB Districts as defined in the Land Management Code; or estimated amount if undergoing significant construction or tenant improvements;
 - e) Name and contact information of the local Business agent who is authorized to receive service of process and any communication regarding applicant's license, if applicable;
 - f) Federal entity identification number;
 - g) State sales tax reporting number, if applicable;
 - h) Copy of the Business License Inspection report showing passed;
 - i) State contractor's license number, if applicable;
 - j) State real estate broker's license number, if applicable; and
 - k) Other information, as needed, for the purpose of guidance of the Finance Manager in issuing the license.

B. Applications Without An Inspection. If the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply for a Business license without an inspection only if the applicant provides a letter of intent agreement between the landlord and tenant with monetary or other proprietary terms redacted if necessary.

1. The applicant will be notified in writing within ten business days of affirmation or denial of the application.
2. Within one hundred and twenty (120) days from the day of application a signed lease or memorandum of lease must be submitted to Finance with monetary or other proprietary terms redacted if necessary or the application shall be denied.
3. The Business license application will be denied after 180 days from application unless the applicant has submitted and paid for a building permit.
4. The Business license application shall be deemed denied if it is pending more than twenty-four (24) months from application date.
5. Any denial can be appealed pursuant to Section 4-3-15.
6. Prior to the license being issued, the applicant must provide a Passed Business License Inspection report to the Finance Department. The Finance Department will recalculate the License Fees based on the final Square Footage and either issue a refund or collect additional fees and issue the License.

C. Subsequent Changes.

Any change in the above information furnished by the applicant shall be forwarded in writing, within ten (10) days of the change, to the Finance Manager or his/her designee. License application forms shall be prepared and kept on file by the Finance Department.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

Amended by Ord. 2017-56 on 10/24/2017

4-3-2 Specific Additional License Application Requirements

A. Alcoholic Beverages. Applications for all alcoholic beverage licenses must include the following additional information:

1. The street address of the Place of Business location;
2. ~~Applicant's criminal history~~ A Background Check Certificate obtained from the Utah Bureau of Criminal Identification and issued no earlier than one year before the date of application; completed within three (3) years of applications;
3. Proof ~~of whether the~~ that the applicant has complied with the requirements specified in the Alcoholic Beverage Control Act;
4. The location of any other alcoholic beverage licenses held by the applicant;
- ~~5.~~ 5. The name and Utah address for the Business' agent for service of process;
6. A signature by the applicant stating under oath that the facts contained therein are true; and;
7. If the applicant is a partnership, association, corporation, or limited liability company the applicant shall include a certificate of existence, a copy of the articles of incorporation or the written partnership agreement, and the name, street and mailing address, age, citizenship, and ~~criminal history~~ a Background Check Certificate from the Utah Bureau of Criminal Identification for each officer, partner, or director.

B. Single Event ALCOHOLIC BEVERAGES Temporary Liquor PERMIT License. Applications for a Single Event ~~Alcoholic Beverage Temporary Liquor License~~ Permit License must include the following additional information:

1. The street address of the Place of Business location;
2. A notarized and detailed statement by the applicant certifying their criminal history;
- ~~3. Proof of whether the applicant has complied with the requirements specified in the Alcoholic Beverage Control Act;~~
- ~~4.~~ 3. The location of any other alcoholic beverage licenses held by the applicant;
- ~~5.~~ 4. The name and Utah address for the Business' agent for service of process;
- ~~6.~~ 5. A signature by the applicant stating under oath that the facts contained therein are true;
- ~~7.~~ 6. A certificate of existence, a copy of the articles of incorporation, the written partnership agreement, or other applicable documentation showing the entity has been in existence for at least one (1) calendar year prior to the date of application;
- ~~8.~~ 7. The name, contact information, and/or any other information needed by the City to verify each officer, partner, or director meets the requirements set forth in the statutes of Utah and this Title; and
8. An affirmation indicating each officer, partner, or director meets the licensee qualifications set forth in the statutes of Utah and this Title.
- ~~—~~ A Single Event Temporary Liquor Permit may only be issued for those locations within the HCB and HRC Districts that are Vibrant as defined in Section 4-2-15.
- 9.

C. Nightly Rentals. All new and renewal applications for nightly rentals must first pass a Business License Inspection from the Building Department and must also contain the following information:

1. ~~Property manager's name~~ Owner's name;
2. ~~Legal Street~~ address including unit number of each Unit;
2. ~~The cover letter for this application with information common to all Units managed;~~
3. The name, address, and telephone number of a local responsible party who is available by telephone twenty four (24) hours per day; and
4. Utah State Tax ID number; and
5. Supplements to the application and cover letter with any information that changes.

D. Sexually Oriented Businesses. The specific requirements for a Sexually Oriented Business License, Sexually Oriented Business Employee License, and any additional requirements are located in the Sexually Oriented Businesses Chapter of this Title.

E. Solicitors. The application for a Solicitor license shall require the following additional information:

0. Date of
1. ~~1. Date of~~ birth and social security number of the applicant;
1. ~~S~~
2. ~~Signatures~~ 2. Signatures by both the Person to be licensed as a Solicitor and by an authorized representative of the Business or businesses for which the licensee will ~~be solicited~~ solicit, referred to as the "primary business" in this Title; and
2. ~~—~~
3. ~~3.~~ Disclosure of the existence of any investigations by any local, state, or federal regulatory agency into allegations of fraud, deceit, securities violations, real estate sales or brokerage license suspension proceedings, or any pending charges on any felony, provided, however, that if the applicant is a licensed real estate or securities salesman, the foregoing information concerning the applicant's background may be supplied by providing the date of issuance of that state license by the Utah Department of Commerce and such other information as necessary to correctly identify the applicant with that Department.
3. ~~—~~
4. 4. A current Background Check Certificate.

F. Food Trucks.

1. Food Truck License - Each application for a Food Truck license must be accompanied by the following:
 - a) A current health department food truck permit from Summit County Health Department;
 - b) A current Park City Fire Inspection permit;
 - c) A sales tax number to report all sales occurring within Park City.
 or;
2. Reciprocal Food Truck License - Food truck operators with a current Business license from another political subdivision within the state may apply for a reciprocal Park City Business license and shall provide the following:

- a) A current Business license granted in another political subdivision within the state;
- b) A current health department food truck permit from a local health department within the state;
- c) A current approval of a political subdivision within the state that shows that the food truck passed a fire safety inspection that the other political subdivision conducted in accordance with Utah State Code Subsection 11-56-104(4)(a);
- d) A temporary sales tax number to report all sales occurring within Park City as per Utah State Tax Commission.

G. Tobacco Specialty Store. Retail tobacco specialty store Business license applicants shall provide the following:

- 1. ~~1. The Tobacco Retail Permit issued by the Summit County Health Department; and:~~
~~A valid~~
- ~~2. A valid~~ license to sell tobacco products from the State Tax Commission.
- ~~4.2.~~

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

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

4-3-3 License Application Fee

Each license application shall be accompanied by the Business License Fee required to be paid for the desired license.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-4 Code Compliance Inspection

- A. Inspections For Code Compliance. Prior to applying for a license under this Title for a new Business not previously licensed at that location, or an existing Business with a change of Square Footage, use, or location, the applicant shall be required to have the prospective Place of Business inspected prior to application by the Building Department, and if necessary, other government agencies to ensure compliance with building, fire, municipal, and health codes. Except if the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply without an Inspection, but must provide a copy of the Business License inspection report showing passed prior to the License being issued.
- B. Notice Of Infraction. No license can be applied for until the required inspection reveals that the prospective Place of Business is in substantial compliance with the building, fire, and health codes. If during the inspection process any code infractions are found, corrections shall be made and a re-inspection scheduled within a reasonable period as identified by the inspector or Chief Building Official not to exceed thirty (30) calendar days.
- C. Re-Inspections. If a re-inspection is not scheduled within the specified time frame, a new inspection will be required. Once a property is deemed in substantial compliance with all applicable codes, the inspection will be valid for sixty (60) calendar days unless otherwise identified by the inspector or Chief Building Official. In addition to the Business License Fees, all new businesses or Business locations shall pay an inspection fee as set forth in the ~~rate tables~~Fee Schedule in effect at the time of application. A re-inspection fee may be assessed if more than

two (2) inspections are required by the City to meet code compliance. Prior to the approval/issuance of any Business license, additional or repeat inspections may be required for locations as identified during the inspection process.

- D. Periodic Inspections And License Revocation. Existing ~~P~~places of Business licensed within the City may be inspected periodically by departments of the City for compliance with building, fire, municipal, and health codes. ~~Floor plans stamped by a design professional will be required if there is a change of occupancy in an existing Business.~~ Written notice shall be given by the Chief Building Official or his/her designee to a licensee upon the finding of any code infractions which notice shall provide for a reasonable period not to exceed sixty (60) days in which to correct such infractions, the failure of which shall result in the revocation of the license by the Chief Building Official or his/her designee and may require the premise be evacuated due to immediate life safety hazards.
- E. Stamped Floor Plans Required For Change Of Occupancy. Floor plans stamped by a design professional will be required if there is a change of occupancy in an existing Business.
- F. Complaint Filed By City Attorney. The Finance Manager or his/her designee may request the City Attorney to file a complaint for non-compliance with the required standards against any applicant or any licensee ~~who conducts~~Engaging in Business without a license or continues ~~to conduct~~Engaging in Business beyond the time limits provided in this Section.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

Amended by Ord. 2017-56 on 10/24/2017

4-3-5 Investigation

Upon a reasonable belief that the applicant or licensee has a fraud or felony conviction, ~~or~~ prior criminal background, or pending criminal proceeding, the Finance Manager may refer the application or licensee for investigation to the Police Department. The Finance Manager or his/her designee may at any time inspect the ~~Place of Business premises~~ during normal Business hours or request Business documents maintained pursuant to this Title to verify a new application or existing licensee.

HISTORY

Amended by Ord. 02-41 on 9/19/2002

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-6 License Issuance, Revocation or Denial

A. The Finance Manager or his/her designee shall notify the applicant of:

1. The denial of a license and the reason for such denial; or
2. The issuance of the license.

B. The Finance Manager or his/her designee may deny or revoke a license if the applicant:

1. Has been convicted of a fraud or felony by any state or federal court within the past five (5) years, has been released from prison after serving a sentence for a fraud or felony within the last five (5) years, or now has criminal proceedings pending against him/her in any state or federal court for fraud or a felony;
2. Has obtained a license by fraud or deceit;
3. Has failed to pay personal property taxes or other required taxes or fees imposed by the City or other governmental agency;

4. Has violated the laws of the State of Utah, the United States Government, or the ordinances of Park City governing operation of the Business for which the applicant is applying for the license;
5. Is located within the boundaries of the Main Street Business Improvement District (BID) and has failed to pay the Business promotion tax, set by separate ordinance, or any applicable solid waste management charges or fees. Proof of up-to-date payment will be required prior to license approval or renewal;
6. Fails to meet the requirements set by this Title;
7. Conflicts with other applications or issued licenses;
8. If applying for a Solicitor license, has been convicted of, or entered a guilty plea, to any crime involving receiving stolen goods, burglary, theft, fraud, the possession or sale of controlled substances, securities violations, or prostitution within the preceding five (5) years; or
9. It would be inappropriate to issue the license due to concerns regarding the community's general health, welfare, and public safety.

C. Additionally, the Finance Manager or his/her designee may deny or revoke an alcoholic beverage license if the applicant:

1. Is less than twenty-one (21) years of age;
2. Has been convicted of:
 - a). A felony under federal or state law;
 - b). ~~A violation of federal law, state law, or local ordinance concerning the sale, offer for sale, warehousing, manufacture, distribution, transportation, or adulteration of an alcoholic product;~~
 - c). ~~A violation of federal law, state law, or local ordinance concerning the sale, offer for sale, warehousing, manufacture, distribution, transportation, or adulteration of an alcoholic product;~~
 - d). A crime involving moral turpitude; or
 - e). Driving under the influence of alcohol, drugs, or the combined influence of alcohol and drugs on two (2) or more occasions within the five (5) years before the day on which the license is issued;
3. Has had any type of alcoholic beverage license revoked within the last three (3) years;
4. Fails to comply with federal and state laws pertaining to the payment of taxes and contributions to unemployment and insurance funds; or
5. Fails to meet all other state requirements for the applicable license.

HISTORY

Amended by Ord. 2016-45 on 9/22/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-7 Issuance Of License

All licenses ~~& certificates~~ shall be signed by the Finance Manager or his/her designee, under the seal of the City; the signature may be placed mechanically and will contain the following information:

- A. The name of the Person to whom such ~~certificate~~ license has been issued;

- B. The name of the Business, if applicable;
- C. The type of license; and
- D. The term of the license with commencement and expiration dates.

HISTORY

Amended by Ord. 04-10 on 4/15/2004

Repealed by Ord. 15-49 on 12/3/2015

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-8 License Period

- A. Renewed licenses ~~certificates~~ shall be valid October 1 through September 30 of the year of renewal unless revoked pursuant to this Title. New licenses ~~certificates~~ issued between October 1 and June 30 shall be valid through September 30 of the ~~licensing~~ year of issuance unless revoked. New licenses ~~certificates~~ issued between July 1 and September 30 may be valid through September 30 of the year following the year of issuance, unless revoked. An applicant applying for a license between July 1 and September 1 shall pay one hundred and twenty-five percent (125%) of the amount otherwise imposed for new licenses issued and the license shall be valid through September 30 of the year following the year of issuance, unless revoked. However, an applicant may elect to pay the prorated fee pursuant to this Title on new applications between July 1 and September 30 if the applicant does not intend to do Business in Park City the following year.
- B. Conventional Chain Business License Renewal – If the total cap of allowed Conventional Chain Businesses in the HRC and HCB Districts is met and if a Conventional Chain Business no longer maintains its Business License, the location is eligible to replace the Storefront with another Conventional Chain Business prior to September 30 of that year. If the period of time when the Conventional Chain Business vacates the premises is less than six months from September 30, the location's representative may put the City on formal notice and have up to 180 days to replace the Conventional Chain Business tenant from the time that notice is received by the City. If the Storefront is not replaced with another Conventional Chain Business within the allocated time frames above the license shall become available. Formal notice shall be in writing, filed with the City Recorder within ten (10) business days of vacancy.

HISTORY

Amended by Ord. 03-19 on 5/22/2003

Amended by Ord. 2016-45 on 9/22/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

Amended by Ord. 2017-56 on 10/24/2017

4-3-9 License Renewal

Upon receipt of the License Fee, the ~~Division Finance Department~~ shall issue a license ~~certificate~~ valid through September 30 of the next year.

HISTORY

Amended by Ord. 00-60 on 12/14/2000

Amended by Ord. 01-38 on 8/30/2001

Amended by Ord. 13-32 on 9/5/2013

Amended by Ord. 14-50 on 10/2/2014

Amended by Ord. 2017-25 on 6/8/2017

Amended by Ord. 2017-40 on 8/3/2017

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-10 License Renewal Fee, Tax Payment, And Penalty

The annual Business License Fee provided in this Title shall be due and payable to the City on or before the first day of October of each year for renewals of licenses for businesses, which were licensed the previous year. Business licenses for previously unlicensed businesses shall be issued for the unexpired portion of the calendar year in which issued unless issued between July 1 and September 30, in which case the license shall be valid until September 30 of the year following the issuance of the license, upon payment of one hundred and twenty-five percent (125%) of the annual License Fee, as set forth in the Business License Fee Schedule.

If the renewal License Fee is not paid on or before October ~~15~~³¹ of the year in which the renewal license is due, there shall be a Business license enforcement fee imposed of twenty-five percent (25%) of the License Fee imposed by this Title or twenty-five dollars (\$25.00), whichever is greater.

If the renewal License Fee is not paid in full on or before November 15 of the year in which the renewal fee is due, the Business license enforcement fee shall be increased to fifty percent (50%) of the License Fee imposed by this Title or twenty-five dollars (\$25.00), whichever is greater.

If the renewal License Fee is not paid on or before January 1 of the year in which the renewal fee is due, the Business license enforcement fee shall be increased to one hundred percent (100%) of the License Fee imposed by this Title.

Upon a proper showing that the Business is of such a seasonal nature that Business has not been conducted to date, the Finance Manager or his/her designee may waive the Business license enforcement fee of said renewals.

Any previously licensed Business cited for Engaging in Business in violation of this Title shall have five (5) days from the date of citation to come into compliance with this Title. Failure of the licensee to reach compliance within five (5) days of the date of citation will subject the Business to closure and the licensee to all applicable civil and criminal penalties.

If a licensed Business enlarges its Place of Business or increases its capacity for ~~Conducting Engaging in~~ Business, i.e., adding Square Footage, ~~increasing number of vending machines~~, increasing the number of employees, or increasing Hourly User Capacity, an additional License Fee shall be due and payable to the City and shall be prorated on the basis of one-twelfth (1/12th) of the total annual fee on the enlargement or increase for each month remaining in the unexpired portion of the calendar year, including the month in which such increase is accomplished. The additional License Fee for adding Square Footage shall be due and payable on the date the City issues the occupancy permit.

HISTORY

Amended by Ord. 08-15 on 5/29/2008

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-11 License Renewal Billing Procedure

On or before September 1 of each year, the ~~Division~~^{Finance Manager} shall send a statement to each current licensee within the City, which statement shall be upon forms calling for the computation by the licensee of a License Fee for the ensuing year based upon the nature of the Business, Square Footage, employees, and other pertinent factors.

HISTORY

Amended by Ord. 14-50 on 10/2/2014

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-12 Grounds For License Revocation Or Suspension

Licenses issued under this Title may be suspended or revoked by the City Council for the following reasons:

- A. Business License. The following are grounds for revocation or suspension of Business licenses:
 1. Licensee has filed false or fraudulent ~~license~~-tax returns;
 2. Licensee has been convicted of or plead guilty to or paid fines or settlements in criminal or civil actions brought by the State Tax Commission for the collection of, or arising from the non-payment of, taxes imposed by or collected by the State of Utah;
 3. Licensee has permitted its employees, agents, or patrons to engage in illegal activities on the Business premises;
 4. The Business has been the subject of a sufficient number of consumer complaints that it has the effect of tarnishing the reputation of other businesses within Park City.
- B. Solicitor License. The following are grounds for revocation or suspension of a Solicitor license:
 - ~~2.1.~~ Violation of any specific provisions or limitations on the license imposed by this Title or by the City Council in issuing the license;
 2. Complaints from the public concerning misrepresentation of the goods or merchandise sold;
 - ~~2.3.~~ Unfair or dishonest Business practices;
 - ~~2.4.~~ Issuance of three (3) or more citations under this Title within any twelve (12) month period;
 - ~~2.5.~~ Any other circumstances which endanger the health or safety of the residents of Park City.
3. Alcoholic Beverage License. The following are grounds for revocation or suspension of alcoholic beverage related licenses:
 1. The licensee has failed to comply with the requirements of the Alcohol Beverage Control Act, as currently in force or amended in the future, or the requirements of this Title;
 2. The licensee or employees of the licensee have been convicted or plead guilty to violations occurring under this Title or any city, county, state, or federal law or ordinance and said violations occurred on the licensed premise, not including violations by patrons;
 3. The licensee has attempted to transfer the license to another in violation of this Title;
 4. The licensee has become ineligible to hold a license by failing to meet the standards for licensees listed in this Title;
 5. The licensee or his/her agents or employees, with the knowledge of the license holder, have been engaged in the sale, distribution, or delivery of controlled substances, as defined by Utah statute, on or from the licensed premises; or
 6. The licensee has been denied a license by the State of Utah under the Alcoholic Beverage Control Act as required by this Title or has had said State license revoked or suspended.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-13 Alleged License Violation

Upon receiving a written complaint from any Person alleging a violation of any provision of this Title the licensee or an agent of the licensee, and the City or anyone designated by the City Manager with the assistance of such other departments of the City as the City Manager may direct, shall conduct an investigation of the allegations of the complaint. The City shall not investigate consumer or product liability complaints. Upon completion of the investigation, the City Manager may dismiss the matter as being without merit, settle the matter based upon the negotiations the City Manager or his/her designee may have undertaken with the licensee, or issue an order to show cause to the licensee requiring the licensee to come forward and answer the allegations of the order to show cause.

The order to show cause may be based upon an affidavit filed by the City Manager, City Attorney, or anyone else the City Manager has designated to file such action, and said order to show cause shall specifically set forth the ordinance Sections alleged to have been violated and generally describe the acts in violation. In the event an order to show cause is issued to the licensee, the City Council shall determine whether to refer the matter to a Licensed Hearing Examiner, or to hear the matter directly. The order to show cause shall be issued at least fourteen (14) calendar days prior to the date set for the administrative hearing, but the hearing shall be commenced in any event, within one (1) year of the service of the order to show cause upon the licensee unless otherwise agreed by the parties. Within ten (10) days from the date of the service of the order to show cause, the licensee shall file with the City a written response to the allegations contained therein.

If the matter is to be heard by the City Council, the City Council may elect one of its members to act as presiding officer for the hearing. The presiding officer shall rule on all matters of controversy, which arise during the hearing. The City Council may designate one or more of its members to act as a hearing panel, in which event the hearing panel shall follow the same procedural requirements as the Licensed Hearing Examiner is required by this Chapter to follow.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-14 License Revocation Or Suspension Hearing

In all administrative license revocation or suspension proceedings, a hearing shall be conducted as follows:

The presiding officer or Licensed Hearing Examiner shall regulate the course of the hearing to obtain full disclosure of relevant facts and afford all parties the reasonable opportunity to present their positions. The presiding officer or Licensed Hearing Examiner may determine the length of the hearing and may prevent the calling of witnesses or admission of documentary evidence where such witnesses or evidence are irrelevant, immaterial, unduly repetitious, or unnecessary due to the receipt of other evidence.

Technical rules of evidence required in court proceedings shall not apply, and the presiding officer or Licensed Hearing Examiner shall not exclude evidence solely because it is hearsay. The presiding officer or Licensed Hearing Examiner may afford to all parties the opportunity to present evidence, argue, respond, conduct cross-examination, and submit rebuttal evidence within the time frame of the hearing established by said officer.

All testimony presented at the hearing shall be given under oath administered by a person duly authorized to administer oaths. The hearing shall be recorded by electronic means or by means of a certified shorthand reporter. The record thus created shall be preserved by the City Council until such time as it is clear that no court proceedings or further administrative proceedings will be held concerning the matters which are the subject of the hearing, but a minimum of one (1) year. The recording may be transcribed at the request of any party, at the expense of the requesting party.

The licensee shall have the right to appear at the hearing in person or by counsel, or both. Subpoenas and other orders to secure the attendance of witnesses or the production of evidence shall be issued by the City Council when requested by any party, or may be issued by the presiding officer or Licensed Hearing Examiner on his/her own motion. The mere issuance of subpoenas shall not operate to require the admissibility of evidence or testimony subpoenaed.

Upon request, both the City and the licensee shall be entitled to discovery of the other's list of witnesses

to be called at the hearing, including the names and addresses of such witnesses. The parties shall be entitled to have copies of, or have access to any documents to be used by either side during the course of the hearing. No other formal discovery shall be required. The standard of proof required for any action adverse to the licensee shall be that of proof by a preponderance of the evidence.

The presiding officer, if the City Council hears the matter itself, or the Licensed Hearing Examiner, shall prepare written findings of fact. In the case of a Licensed Hearing Examiner, the Examiner shall submit said findings to the City Council. The City Council shall either accept or reject the findings of fact, or enter its own findings, and shall state the basis from the record for which the findings diverge from the Licensed Hearing Examiner's recommended findings. The City Council shall prepare written conclusions of law and an order.

The Order formally entered by the City Council may be to:

- A. Dismiss the action against the licensee;
- B. Suspend the license for a specified period;
- C. Place the licensee on probation upon such conditions as the City Council may order;
- D. Permanently revoke the license in question; or
- E. Any combination of the above.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-15 License Denial Appeals

A license denial by the Finance Manager or his/her designee may be appealed within ten (10) days to the City Council by written notice of appeal. The request is to be filed with the Recorder. The City Council shall hear the appeal within thirty (30) days of notice of appeal, unless both parties agree to an extension. The City Council shall conduct a de novo review in a public hearing. The City Council shall issue a written decision within ten (10) days of the hearing.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-3-16 And 4-3-17 Repealed By Ord 2017-51

HISTORY

Repealed by Ord. 2017-51 on 10/5/2017

4-4 Licensing Fees

4-4-1 Records To Be Maintained

4-4-2 Regulatory And Service Enhancement Fees

4-4-3 Revenue Measure

4-4-4 Exceptions To Business License Fee

4-4-5 License Fees Declared To Be A Debt And May Be Forwarded To A Collection Agency

4-4-6 License Fee Adjustment To Avoid Burdening Interstate Commerce

4-4-7 Refund Of License Fee

4-4-8 Thru 4-4-24 Repealed By Ord 2017-51

4-4-1 Records To Be Maintained

It shall be the duty of every Person liable for the payment of any License Fee imposed by this Title to keep and preserve for a period of three (3) years such books and records as will accurately reflect the factors used in determining the amount of the License Fee for which he/she may be liable under this Title.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-4-2 Regulatory And Service Enhancement Fees

There is hereby imposed and levied an annual Business License Fee in the amounts described in the Fee Schedule, ~~found at <http://www.parkcity.org/government/municipal-codes-policies-and-fees>.~~

HISTORY

Amended by Ord. 10-21 on 5/20/2010

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-4-3 License Fee Measure

The ~~revenue~~-License Fee provided for in this Title is imposed to ~~raise revenue~~ collect impact fees for an enhanced level of municipal services. The fees are in addition to and not a substitute for other regulatory ordinances of Park City. The ~~revenues raised~~ License Fees collected through the revenue fee shall be used to defray the costs incurred by the City in operating, maintaining, and replacing the City transit system, ~~Park City Police Department, and other city municipal services.~~

HISTORY

Amended by Ord. 01-21 on 6/21/2001

Amended by Ord. 01-32 on 7/19/2001

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-4-4 Exceptions To Business License Fee

No Business License Fee shall be required under this Title upon the following Persons or ~~businesses~~ Business:

~~A. A.~~ Any Person ~~engaged~~ Engaging in Business for solely religious, charitable, or other types of strictly non-profit purposes who is tax exempt in such activities under the laws of the United States and the State of Utah; nor shall any ~~revenue~~-License Fee be imposed on any Person ~~engaged~~ Engaging in a Business specifically exempted from municipal taxation and fees by the laws of the United States or the State of Utah; nor shall any ~~revenue~~-License Fee be imposed on any Non-Profit Corporation duly incorporated according to the provisions of the Utah Revised Nonprofit Corporation Act. These groups are exempt from the License Fee, but are required to obtain the necessary Business license as they are considered to be Engaging in Business.

~~B. Any~~

~~A. B. Any~~ Person who obtains an exemption from the City Council by petitioning the Council for a waiver of the ~~fees~~ License Fees.

~~B.~~

~~Any Person Engaging in Business that is home-based, unless the combined offsite impact of the home-based Business and the primary residential use materially exceeds the offsite impact of the primary residential use alone.~~

C.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-4-5 License Fees Declared To Be A Debt And May Be Forwarded To A Collection Agency

Any ~~L~~icense ~~F~~ee or tax due and unpaid under this Title and all penalties thereon shall constitute a debt to Park City and may be collected by court proceedings in the same manner as any other debt, or may be turned over to a collection agency, which remedy shall be in addition to all other existing remedies.

HISTORY

Amended by Ord. 01-32 on 7/19/2001

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-4-6 License Fee Adjustment To Avoid Burdening Interstate Commerce

The Business License Fee imposed by this Title shall not be applied so as to place an undue burden on interstate commerce. In any case, where the License Fee is believed by a licensee or applicant for a license to place an undue burden upon interstate commerce, such licensee or applicant may apply to the Finance Manager or his/her designee for an adjustment of the ~~License f~~ee so as to relieve such burden. The applicant shall, ~~by supporting~~provide other ~~supporting~~ information as the Finance Manager or his/her designee may deem necessary in order to determine the extent, if any, of such undue burden. The Finance Manager or his/her designee shall then conduct an investigation, comparing the subject Business with other businesses of like nature and shall make findings of fact from which he/she shall determine whether the License Fee is discriminatory, unreasonable, or unfair as to the licensee or applicant from the standpoint of its impact on interstate commerce and shall recommend to the City Council an appropriate License Fee under the circumstances; the City Council shall fix the License Fee in such amount. If the regular License Fee has already been paid, the City Council shall order a refund of any amount over and above the amount of the License Fee fixed, if any. In fixing the fee to be charged, the Finance Manager or his/her designee may use any method which will assure that the fee assessed shall be uniform with that assessed on Business of like nature, provided that the amount assessed shall in no event exceed the regular ~~License f~~ee prescribed in this Title.

HISTORY

Amended by Ord. 01-32 on 7/19/2001

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-4-7 Refund Of License Fee

Unless otherwise provided herein, no Business License Fee is refundable for any reason whatsoever, once the license has been issued by the City, except when the license was issued in error. If a license is denied, applicant shall be entitled to a refund of the amount paid in excess of twenty-five dollars (\$25.00). The sum of twenty-five dollars (\$25.00) shall be retained to offset application processing costs.

HISTORY

Amended by Ord. 01-32 on 7/19/2001

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-4-8 Thru 4-4-24 Repealed By Ord 2017-51

HISTORY

Amended by Ord. 01-32 on 7/19/2001

Amended by Ord. 13-19 on 6/6/2013

Repealed by Ord. 2017-51 on 10/5/2017

4-4A Repealed By Ord 2017-51

HISTORY

Repealed by Ord. 2017-51 on 10/5/2017

4-5 Regulation Of Specific Businesses

4-5-1 Regulation Of Vending Machines And Mechanical Devices

4-5-2 Regulation Of Contractors And Builders

4-5-3 Regulation Of Nightly Rentals

4-5-4 Regulation Of Restaurants, Food Service, Taverns, Etc.

4-5-5 Regulation Of Building Material, Hardware, And Lumber

4-5-6 Regulation Of Food Truck Locations

4-5-7 Regulation Of Automotive Services

4-5-8 Regulation Of ~~Transportation Service, Passenger, And Snow Removal Operators~~Commercial Vehicles

4-5-1 Regulation Of Vending Machines And Mechanical Devices

It shall be unlawful to install, or permit to be installed, any kind of mechanical device operated by coin, token, or currency, which sells goods, merchandise, food, beverages, candy, or entertainment services without first having paid the applicable fee on that mechanical device. Further, it shall be unlawful for any Person to permit a machine to be placed on or within his/her premises or Place of Business any such mechanical device on which the fee has not been paid.

HISTORY

Amended by Ord. 07-28 on 5/24/2007

Amended by Ord. 07-69 on 10/11/2007

Amended by Ord. 10-21 on 5/20/2010

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-5-2 Regulation Of Contractors And Builders

All general contractors and subcontractors, including but not limited to, builders, electricians, plumbers, and back flow device technicians, with their principal Place of Business within Park City, shall be assessed a regulatory License Fee each year as set forth in the ~~rate tables~~ Fee Schedule. Said License Fee must be paid and a Business license issued prior to engaging in any construction within the City ~~unless exempted from licensure by state law.~~

No contractor shall be issued a ~~Business license~~ permit license under this Section unless and until he/she has provided a certified statement that he/she is currently licensed with the Utah Department of Commerce, including the state license number(s) and date of expiration. If said state license expires prior to December 31 of the year, each contractor must provide proof of renewal within ten (10) days of renewal or shall forfeit the City license for the balance of the year.

Contractors are required to obtain a separate office Business license if the office is located within Park City limits.

-

HISTORY

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-5-3 Regulation Of Nightly Rentals

All nightly rental Units must be inspected by the Building department and issued a license~~d~~ before being offered for rent.

- A. Licensee. The licensee for rentals under this Section shall be ~~both the local representative and the~~ owner. The local representative shall be deemed the responsible party.
- B. Management Standards. The authorized lodging must be properly managed. As a condition to holding a valid license, the licensee agrees to provide or arrange for adequate property

management services. In the event an owner's association exists, it shall be responsible for property maintenance. In the event an owner agrees to be responsible for property maintenance, the licensee must present a statement to that effect signed by the owner. The minimum services and management regulations required include:

1. Snow removal during winter months to a level that allows safe access to the building over the normal pedestrian access to the Unit;
 2. Snow removal service to off-street parking facilities associated with the rental property so that off-street parking is at all times available for occupant use;
 3. Summer yard maintenance, including landscaping, weed control, and irrigation to a level that is consistent with the level of landscaping and maintenance on adjoining and nearby properties;
 4. Structural maintenance to preserve substantial code compliance as described herein is required;
 5. Routine upkeep, including painting and repair to a level that is consistent with the level of maintenance on adjoining or nearby properties;
 6. Trash collection which ensures that trash cans are not left at the curb for any period in excess of twenty-four (24) hours; the property must be kept free from accumulated garbage and refuse;
 7. Housekeeping service as a part of hotel or property management company included in property management license;
 8. ~~Parking.~~ On-street parking for nightly rental uses shall not result in an obstruction to traffic and pedestrian circulation or public safety;
 9. ~~Outdoor Displays of Goods and Merchandise.~~ No outdoor display of goods and merchandise shall be permitted as part of any nightly rental use;
 10. ~~Signs.~~ Unless expressly permitted under the Municipal Sign Code, no signs will be permitted for nightly rental uses;
 11. ~~Commercial Uses Prohibited.~~ Nightly rentals may not be used for commercial uses not otherwise permitted in the zone. Nightly rentals may not be converted to Corporate Sponsor or Business houses which are used primarily to distribute retail products or personal services to invitees for marketing or similar purposes, regardless of whether such products or services are charged for. A Corporate Sponsor is any Business enterprise or combination of Business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the event operating expenditure budget.
- C. Noise And Occupancy Control. The licensee and the owner of rentals under this Section are responsible for regulating the occupancy of the Unit and noise created by the occupants of the Unit. Violation of the Noise Ordinance, violation of occupancy loads, failure to use designated off-street parking, illegal conduct, or any other abuse, which violates any law regarding use or occupancy of the premises, is grounds for revocation. Failure to collect and deposit sales tax is also a violation of the license and grounds for revocation.
- D. Review Criteria. In determining whether or not a Business license for rental authorized under this Section shall be issued, the application shall be reviewed to see if, in addition to standards and conditions applicable to issuance of all Business licenses, the following conditions and standards are met:
1. The Unit is located within a zone and subzone designated as allowing rentals for the period which the license is applied for;
 2. The access to the rental Unit and the layout of the Unit is such that noise and physical trespass from the proposed rental Unit is not likely to be a substantial intrusion to the adjoining properties. If the proposed rental Unit is a single family home or duplex and shares an access, hallway, common wall, or driveway with another dwelling, written consent of the owner of the other dwelling is required;

3. The applicant must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other ~~individual~~individual, who resides within ~~Summit County~~a 1-hour drive of the property, or, in the case of a company, has offices in Summit County. The responsible party is personally liable for the failure to properly manage the rental. The responsible party must be available by telephone, or otherwise, twenty-four (24) hours per day, and must be able to respond to telephone inquiries within twenty (20) minutes of receipt of such inquiries. ~~by that party's answering machine, paging device, or answering service.~~ The responsible party is also designated as the agent for receiving all official communications under this Title from Park City. If the licensee is a property management company or individual other than the owner, such company or individual must comply with applicable state law, including the Securities Division Real Estate Division in the Utah Code, as amended, which requires those who receive valuable consideration to lease property to have a state license;
4. The application must bear a sales tax collection and accounting number for the rental operation. This number may be the sales tax accounting number used by the property management company responsible for that Unit, or may be specific to the Unit, but no license will be effective until the sales tax number is provided.

HISTORY

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-5-4 Regulation Of Restaurants, Food Service, Taverns, Etc.

Outdoor dining areas connected with any food service establishment shall be assessed at a rate lower than the rest of the establishment as listed in the Business License Fee Schedule.

Catering services shall be licensed at the rate established in the ~~rate tables~~Fee Schedule per employee unless the operation is a Solicited Delivery, part of a full service Restaurant, or part of a Restaurant operation, in which case catering is included in that license.

HISTORY

Amended by Ord. 04-19 on 7/3/2004

Amended by Ord. 08-14 on 5/29/2008

Amended by Ord. 10-21 on 5/20/2010

Amended by Ord. 13-19 on 6/6/2013

Amended by Ord. 2016-45 on 9/22/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-5-5 Regulation Of Building Material, Hardware, And Lumber

Lumber stores shall be assessed at the retail rate by square foot of space under roof, including retail areas, lumber storage, and shop space, but shall not be assessed for uncovered yard space.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-5-6 Regulation Of Food Truck Locations

A licensed Food Truck must be properly managed in an approved Food Truck Location. The applicant shall ensure that a Food Truck Location is operated in a manner consistent with the following:

A. Location Requirements

1. Size and location of the Site shall be located within a zone designated as allowing Food Truck Locations; and

2. Food Truck must not be located within ten feet (10') of the extension of any building entranceway, doorway, or emergency egress; and
3. Food Truck shall not operate within the right-of-way; and
4. On lots less than one-half (1/2) acre, no more than one (1) Food Truck is allowed to operate.

B. Site Requirements

1. Food Truck and/or patrons must not impede safe movement of vehicular and pedestrian traffic, snow removal, parking lot circulation or access to any public alley, access easement, or sidewalks and pathways; and
2. Food Truck(s) shall be sited on an approved hard-surfaced area; and
3. Signs and lighting shall be affixed to the Food Truck. Signs shall comply with Title 12 Sign Code and lighting shall comply with LMC 15-5-5(J) Lighting.
4. Food Truck shall not have a drive-through; and
5. Shall provide trash and recycling pickup areas and shall identify the location of restroom facilities; and
6. Food Truck Locations may not occupy code required parking areas for previously approved Development Activity, except for public parking areas approved by a concession contract by City Council in the Historic Commercial Business District.

C. Operation Requirements

1. Food Truck may not park in one location for more than twelve (12) hours during any twenty-four (24) hour period; and
2. Food Trucks in Commercial Zoning Districts shall operate no later than 2:00 a.m.
3. Food Trucks in Residential Zoning Districts shall operate no later than 10:00 p.m.
4. Amplified music or noise is not permitted; and
5. If proposed, there shall be a designated plan for the control of delivery and service vehicles, delivery of supplies, loading and unloading zones; and
6. Food Truck shall be occupied by the owner or operator at all times; and
7. Food Truck Locations within 500 feet of a Level Four and/or Level Five Special Event area may have Conditions of Approval restricting operation during a Special Event period.

HISTORY

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

4-5-7 Regulation Of Automotive Services

Car rental businesses shall be assessed at a rate per car for rental purposes as of October 1 of each license year, as established in the ~~rate tables~~[Fee Schedule](#).

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

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

4-5-8 Regulation Of Commercial Vehicles

~~License certificates shall take the form of a sticker to be placed on each licensed vehicle. The City shall design stickers that are suitable for this use and are non-removable without the sticker being destroyed. Various kinds of stickers may be used to show the term of a license if issued for less than one (1) year. The sticker shall be displayed on snow removal vehicles, passenger service vehicles, Shuttles, and taxis at all times. If no sticker is displayed, it is prima facie evidence that no license was issued.~~ Delivery and service vehicles with a [Place of Business](#) location in Park City on which a License Fee is issued based on Square Footage shall be exempt.

- A. Ready-mix concrete trucks, ore hauling trucks, dump trucks, drilling apparatus trucks, cranes, concrete pumping trucks, and other truck-based construction or excavation equipment shall be

assessed as set forth in the ~~rate tables~~Fee Schedule per Business engaged in such Business.

- B. Businesses which utilize trucks in construction activity are subject to both the fee provisions of this Title and also those for contractors except that an unlimited number of trucks, not exceeding nine thousand pounds gross vehicle weight (9,000 lbs. GVW), may be used in the construction activity without any charge applied to the vehicle.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

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

4-6 Alcoholic Beverage Licenses

4-6-1 Policy

4-6-2 Local Consent

4-6-3 Alcoholic Beverage License

4-6-4 Single Event Alcoholic Beverage License

4-6-5 Insurance Requirements

4-6-6 Referral Of License Application To Chief Of Police

4-6-7 Referral Of Application To Building Department And Planning Department

4-6-8 Referral Of Application To Health Department

4-6-9 Periodic Inspection Of Premises By Chief Of Police And Code Enforcement Officials

4-6-10 Emergency Suspensions By Police

4-6-11 Offenses Of Licensee

4-6-12 Offenses By Patrons

4-6-13 Citations/Violations

4-6-1 Policy

It is the policy of Park City Municipal Corporation to permit the operation of establishments serving alcoholic beverages in a manner consistent with the provisions of the Alcoholic Beverage Control Act and related provisions of State Law. It is also the policy of Park City Municipal Corporation to place the primary responsibility for maintaining order and preventing breaches of the peace within establishments selling and serving alcoholic beverages on the owners and managers of those establishments.

HISTORY

Amended by Ord. 07-28 on 5/24/2007

Amended by Ord. 07-69 on 10/11/2007

Amended by Ord. 10-21 on 5/20/2010

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-6-2 Local Consent

- A. The issuance of a Park City alcoholic beverage license pursuant to this Chapter shall constitute local consent for the purpose of any license issued by the State of Utah under the Alcoholic Beverage Control Act.

- B. Retained Council Authority:

1. All Single Event Alcoholic Beverage Licenses effective during the applicable Sundance Film Festival annual Level ~~Three~~Five Special Event License period shall require City Council approval no later than the last regularly scheduled meeting in the month of December.

2. An emergency meeting may be held by Council to hear no more than twelve (12) late applications. All applications must be complete and submitted no later than the first Friday in January to be heard no later than the second Thursday in January. No more than the first twelve (12) complete applications to be submitted will be heard. A higher fee, pursuant to the Fee Schedule, will be required due to the expedited nature of the emergency meeting.

HISTORY

Amended by Ord. 01-32 on 7/19/2001

Amended by Ord. 10-21 on 5/20/2010

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-6-3 Alcoholic Beverage License

~~It shall be unlawful for any Person to engage in the Business of the sale of beer at retail or wholesale within the City without first procuring the necessary relevant City beer license as required. In addition to the City license, a State beer license shall be required for all sales of beer for on premise consumption or for purchase or sale of beer in a container exceeding two liters. A separate license shall be required for each place of retail sale, for each separate premise, except that separate licenses are not required for each retail beer dispensing outlet located in the same building or on the same resort premise owned or operated by the same applicant. No beer license may be transferred, assigned, or subleased in any manner. Licenses are invalidated by transfer or attempted transfer. All licensees shall comply with the provisions of the Alcoholic Beverage Control Act and this Title.~~

~~HISTORY~~

~~Amended by Ord. on 6/6/2013~~

~~Repealed & Reenacted by Ord. on 10/5/2017~~

No Person shall operate a Place of Business which allows customers, members, guests, visitors, or other Persons to possess, consume, or store liquor on the premises of the Place of Business without a liquor license issued by the City. A separate liquor license shall be required for each Place of Business. No liquor license may be transferred, assigned, or subleased in any manner. All licensees shall comply with the provisions of the Alcoholic Beverage Control Act and this Title.

HISTORY

Amended by Ord. 10-21 on 5/20/2010

Amended by Ord. 13-19 on 6/6/2013

Amended by Ord. 2016-45 on 9/22/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-6-4 Single Event Alcoholic Beverage License

- A. Single Event Alcoholic Beverage License Required. It shall be unlawful for any Person to sell or serve beer or liquor ~~alcohol~~ at any event within the City without first procuring a Single Event Alcoholic Beverage License as required by this Title.

1. No alcoholic beverages may be served at any event(s) at which natural Person(s) or entities (including, but not limited to corporations, partnerships, unincorporated associations, or joint ventures) will be Engaging ~~In~~ Business unless a Single Event Alcoholic Beverage License is secured prior to the event. A City issued Single Event Alcoholic Beverage License is required if Engaging In Business at an event, even if a State Department of Alcoholic Beverage Control license is not required.
2. In addition to the City license, a State Temporary Beer Event Permit, or Single Event Permit shall be required for all sales of beer or liquor at any event. No license may be

transferred, assigned, or subleased in any manner. Licenses are invalidated by transfer or attempted transfer. All licensees shall comply with the provisions of the Alcoholic Beverage Control Act and this Title.

3. A Single Event Alcoholic Beverage License shall grant a bona fide association, corporation, church, or political organization, or a recognized lodge, chapter, or other local unit that is conducting a convention, civic, or community enterprise the privilege to store, sell, ~~service~~serve, and consume alcoholic beverages in accordance with (i) an applicant's State liquor license or (ii) in case of Business activity where a State liquor license is not required.
4. The privileges granted by this license shall be limited by the type of temporary license or permit the applicant obtains from the State as follows:
 - a) Where an applicant obtains a State Temporary Beer Event Permit, this license shall carry the privileges and responsibilities granted State Temporary Beer Event Permit holders and shall authorize the storage, sale, service, and consumption of beer for a period not to exceed thirty (30) days. A State Temporary Beer Event Permit may authorize multiple sales outlets on different properties under one State Temporary Beer Event Permit. No Person, entity, or association shall in any one (1) calendar year operate under a Single Event Alcoholic Beverage License for more than a total of ninety (90) days; or
 - b) Where an applicant obtains a State Single Event Permit, this license shall carry the privileges and responsibilities granted State Single Event Permit holders and shall authorize for a period not to exceed one-hundred and twenty (120) consecutive hours or five (5) consecutive days the storage, sale, service, and consumption of liquor. In any one (1) calendar year an applicant may obtain up to twelve (12) licenses provided that all such licenses in the calendar year are for seventy-two (72) hours or fewer. If any license issued to an applicant within one (1) calendar year exceeds seventy-two (72) hours, applicant may obtain no more than four (4) Single Event liquor licenses for that one (1) calendar year.
5. Unless otherwise provided for in this Title, Single Event Alcoholic Beverage Licenses shall be valid only if a licensee has received a State liquor license from the Utah Alcoholic Beverage Control Commission for the same event. All licensees must notify the Finance Manager or his/her designee immediately if their State license is denied, revoked, or suspended for any reason. In the event an applicant is not required to obtain a State Temporary Beer Event Permit or State Single Event Permit, the privileges granted by a Single Event Alcoholic Beverage License shall be contingent upon the type of alcoholic beverages to be served at the event as established by the Single Event Alcoholic Beverage License application. Applicants serving only beer at an event shall receive the privileges and shall be subject to the limitations described in (4)(a) above. Applicants serving any liquor at an event shall receive the privileges and shall be subject to the limitations described in (4)(b) above.
6. Subject to the limitations set forth in (4)(a) and (4)(b), a Single Event Alcoholic Beverage License shall authorize the storage, sale, service, and consumption of alcoholic beverages in conjunction with a Special Event, convention, civic or community event and pursuant to the Utah Alcoholic Beverage Control Act and the ordinances of Park City.
- ~~9.~~ No Person under the age of twenty-one (21) shall sell or serve alcohol under a Single Event Alcoholic Beverage License.

7.

B. ~~B.~~ Single Event Alcoholic Beverage License Application. Applications for a Single Event Alcoholic Beverage License shall be made on behalf of a bona fide association, corporation, church, or political organization, or a recognized lodge, chapter, or other local unit, in writing, to the Finance Manager or his/her designee and include the information as required in this Title.

Applications may take up to ten (10) business days to process. As provided by this Title, applicants may not store, sell, serve, or otherwise facilitate the consumption of alcoholic beverages by others until applicant has procured a license as required by this Chapter and, if required, a State issued license.

~~C.~~

~~D.C.~~ Regulatory C. Single Event Alcoholic Beverage License Fee. The ~~regulatory~~ liquor License Fee shall be set by resolution as listed in the Business License Fee Schedule for all Single Event Alcoholic Beverage Licenses. The ~~regulatory~~ License Fees shall be used by the City to defray, in part, the costs of alcohol related enforcement and responding to alcohol related offenses within Park City. This License Fee may be waived by the Finance Manager or his/her designee for Single Event Licenses issued to Persons participating in community sponsored events, or in events sponsored by or for the benefit of a ~~Non-Profit~~ Corporation or civic, religious, or charitable organizations.

HISTORY

Amended by Ord. 10-21 on 5/20/2010

Amended by Ord. 13-19 on 6/6/2013

Amended by Ord. 2016-45 on 9/22/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-6-5 Insurance Requirements

No alcoholic beverage license may be issued, including a Single Event Alcoholic Beverage License, until the applicant presents the Finance Manager or his/her designee proof of liquor liability insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate or more as may be required by the Finance Manager or his/her designee based on factors such as the nature, size, and location of an event.

HISTORY

Amended by Ord. 04-19 on 7/3/2004

Amended by Ord. 08-14 on 5/29/2008

Amended by Ord. 10-21 on 5/20/2010

Amended by Ord. 13-19 on 6/6/2013

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-6-6 Referral Of License Application To Chief Of Police

All applications filed in accordance with this Chapter shall be referred to the Chief of Police or his/her designee for inspection and report. Within ten (10) business days of the date the City receives a complete application the Police shall conduct an investigation. In conducting an investigation and making a recommendation, the Chief of Police or his/her designee may base a decision upon factors such as:

- A. Whether the applicant meets the licensee qualifications under this Title or State Code;
- B. Any criminal violations or charges against the applicant where the criminal violation at issue would make an applicant ineligible for a license under state statute or this Title;
- C. Compliance with state alcoholic beverage laws and this Title;
- D. The nature and kind of Business to be conducted by the applicant;
- E. The nature and kind of entertainment that will occur on the premises if licensed;

F. Policies and safety protections the applicant has in place to restrict minors from accessing the portion or portions of a premises where alcoholic beverages are sold;

G. Policies and safety protections the applicant has in place to prevent minors from gaining access to and/or consuming alcoholic beverages;

H. The proximity of the premises to any community location, school, or church.

The Chief of Police or his/her designee shall, upon completion of such investigation, submit a recommendation as to whether the license should be granted. If recommending denial of a Single Event Alcoholic Beverage or an alcoholic beverage license application, the Chief of Police or his/her designee shall submit a detailed report of the investigation, record the recommendation on the application, and sign the application. If recommending approval of an alcoholic beverage license application, the Chief of Police or his/her designee shall record such recommendation on the application, sign the application, and may, at his/her sole discretion, submit a detailed report of the investigation.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-6-7 Referral Of Application To Building Department And Planning Department

The Finance Manager or his/her designee shall refer the application to the Building and Planning Departments for review by the Building Official to ensure compliance with the applicable building codes, to determine the maximum number of occupants the premises may safely accommodate at one time, given the location and number of emergency exits, and to ensure compliance with the Land Management Code. The Building and Planning Departments shall, within ten (10) business days after receiving such application, submit to the Finance Manager or his/her designee a recommendation to approve or deny the application.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-6-8 Referral Of Application To Health Department

The Building Department may refer any application filed in accordance with this Chapter to the County Health Department which may inspect all premises to be licensed to assure compliance with all laws and regulations of the State of Utah, and the ordinances, rules, and regulations of Park City governing the sanitary preparation, storage, distribution, or sale of beer and food.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-6-9 Periodic Inspection Of Premises By Chief Of Police And Code Enforcement Officials

The Chief of Police or designee and Code Enforcement Officials shall be permitted to have access to all premises licensed or applying for license under this Chapter, and may make periodic inspections of said premises and may report his/her findings to the Finance Manager or his/her designee.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-6-10 Emergency Suspensions By Police

Licenses under this Chapter may be suspended by the Chief of Police or designee without prior hearing provided there is probable cause to believe violations of this Title or state law are occurring, and the conditions are such that the public health and safety are endangered. Such temporary suspension shall occur only if the management or the licensee fails to remedy the situation within fifteen (15) minutes of notification by the Chief of Police or his/her designee that a suspension will occur if the conditions

complained of are not remedied in a manner that eliminates the immediate danger to public health and safety. No emergency suspension by the Chief of Police or his/her designee shall extend beyond the ordinary close of business on the day on which the suspension was given.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-6-11 Offenses Of Licensee

It shall be unlawful for the holder of any license issued under this Chapter or any employee or agent of the holder to cause or permit to be caused on his/her premises any of the following acts:

- A. Sale During Revocations. To sell any beer or liquor during any period of a license revocation or suspension.
- B. Failure To Control Nuisances Or Noise. To permit-allow or provide either live or recorded amplified music without first having closed all exterior doors and windows of the licensed premises to control noise. Doors may be opened to provide ingress and egress, but shall not be blocked in the open position to provide ventilation. Doors shall be equipped with automatic closing devices to keep them in the closed position except to permit ingress and egress of patrons.
- C. Outdoor Speakers. To permit-allow or cause to exist any loud speaker or sound amplification equipment on any outdoor balcony, deck, patio, or garden associated with the licensed premises other than speaker systems or sound amplification equipment in conjunction with approved outdoor dining.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-6-12 Offenses By Patrons

It shall be unlawful for any Person within a licensed premise under this Chapter, whether as a guest, patron, invitee, supplier, or in any other capacity other than as an employee of the license holder or as the licensee to commit or perform any of the following within the licensed premises:

- A. To enter or remain in any licensed premises after being ordered to leave the premises by the licensee or the agent or employees of the licensee.
- B. To enter or remain in any licensed premises while intoxicated.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-6-13 Citations/Violations

The commission of any act or offense listed in this Chapter shall be a Class "B" misdemeanor. Both the license holder and/or an employee or agent and the patron of the licensed premises may be charged from the same incident, as the offenses of the licensee and the offenses of the patron are separate offenses. The licensee shall be civilly responsible for all violations permitted or caused by the agent or employee of the licensee and the criminal acts of the employees or agents committed on the premises in the course of employment shall be deemed the acts of the licensee for purposes of revocation, suspension, or non-renewal by the City.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-6A Repealed By Ord 2017-51

HISTORY

Repealed by Ord. 2017-51 on 10/5/2017

4-6B Repealed By Ord 2017-51

HISTORY

Repealed by Ord. 2017-51 on 10/5/2017

4-7 Convention Sales And Commercial Hospitality

4-7-1 General

4-7-2 Action Of City Manager Or Designee

4-7-3 Applications

4-7-4 Review Of Applications

4-7-5 Umbrella Organizers

4-7-6 State Tax Number

4-7-7 Responsibility Of Host Business To Ensure Licensing And Compliance With The Uniform Building And Fire Codes

4-7-1 General

The Finance Department may issue licenses for a period not to exceed two (2) weeks for temporary use of convention, meeting, event, and other assembly rooms within any licensed convention, meeting, or assembly facility for the purpose of temporary exhibiting, marketing, displaying, Gifting, or promoting of goods or services.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-7-2 Action Of City Manager Or Designee

- A. Type 1 – Convention Sales License. This type of license will be available year round except for during the dates of the Sundance Film Festival and in a space other than convention space. Each point of sale requires a separate license. Vendors selling tangible goods are required to provide a temporary state sales tax number on their application.
- B. Type 2 – Sundance Film Festival Convention Sales and Hospitality License. This type of license will only be available during the dates of the Sundance Film Festival. Each vendor, identified by Federal ID number, is required to obtain a separate license. Vendors selling tangible goods are required to provide a temporary state sales tax number on their application.
- C. Type 3 – Convention Sales License. This type of license will be available year round except for during the dates of the Sundance Film Festival and in a space licensed as convention space. A single license is required for the organizer along with a list of all participants and their temporary state sales tax numbers.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-7-3 Applications

- A. For Type 1 and Type 3 convention sales licenses, the City may take up to ten (10) business days to complete the licensure process to permit adequate time for the Police, Building, Finance, and Planning Departments for review and investigation. The Departments may request reasonable evidence of title to goods proposed to be offered for sale as part of the review.

B. Retained Council Authority for Type 2 licenses:

1. The Finance Manager or his/her designee shall refer the Type 2 convention sales license application to the Building, Planning, Parking, and Public Safety Departments for approval.
 2. After obtaining department approval, all Type 2 licenses shall require City Council approval at a ~~publically~~ publicly noticed meeting. All Type 2 license applications must be completed and received at least seven (7) calendar days prior to a regular scheduled meeting and three (3) business days prior to a special meeting.
 3. All Type 2 license applications require the applicant to have a pre-inspection prior to application at the Place of Business conducted by the Building Department for compliance with the building and fire codes. A copy of said pre-inspection report must accompany the license application submittal. The pre-inspection prior to application shall remain valid for one hundred and twenty (120) days.
 4. All Type 2 license applications shall require an accurate floor plan and a design occupancy load stamped by a design professional to be submitted to the Building Department at the time of ~~prior to~~ application.
 5. All Type 2 license applicants require a final inspection by the Building Department post application after the space has been set up for the event. Business shall not be conducted until the final inspection has been passed and the applicant has been issued a Type 2 convention sales license.
 6. All Type 2 convention sales license applications for locations within the Main Street Business Improvement District (BID) boundaries ~~shall be required to submit a deposit payment receipt with from the contracted Republic Services local solid waste removal service provider~~ shall be required to submit a deposit payment receipt in the amount of one hundred dollars (\$100), ~~to be submitted~~ at time of application, and be required to pay the Main Street BID tax set forth by ordinance.
 7. All Type 2 convention sales licenses will be assessed the Enhanced Enforcement Fees ~~of forty five dollars and fifty eight cents (\$45.58)~~ as established in the Fee Schedule to be paid at time of application.
 8. The loading operations of each Type 2 convention sales license shall be permitted by the Parking Division with three (3) different permits: Red, Green, and Blue, depending on the type of loading: Red, large-scale operations; Green, food and beverage; and Blue, musical equipment. Any violation of the regulations specified on each permit may result in the revocation of the Type 2 convention sales license or the inability to obtain a Type 2 convention sales license in the future.
 9. Large scale load-out operations for Type 2 convention sales licenses will not be permitted until Day 6 (Tuesday) of the Sundance Film Festival.
- C. Type 1 and Type 2 Convention Sales and Hospitality Licenses, located in a Storefront that meet the definition of a Conventional Chain Business, must comply with the Land Management Code Section 15-2.5-2 in the Historic Recreation Commercial District or 15-2.6-2 in the Historic Commercial Business District.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

Amended by Ord. 2017-56 on 10/24/2017

4-7-4 Review Of Applications

Upon a reasonable belief that the applicant or licensee has a fraud or felony conviction or prior criminal background or pending criminal proceeding, the Finance Manager may refer the application or licensee for investigation to the Police Department.

The Finance Manager or his/her designee shall refer the application to the Building and Planning Departments for review. The Chief Building Official or his/her designee will ensure compliance with the applicable building codes and fire codes including, but not limited to, determination of the maximum number of occupants the premises may safely accommodate at one time given the location and number of emergency exits. The Planning Director or his/her designee will ensure compliance with the Land Management Code.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-7-5 Umbrella Organizers

For Type 1 and 2 convention sales licenses, if multiple vendors are sharing a space, an umbrella organizer may obtain a convention sales license for the entire space as long as each individual vendor provides an individual tax identification number. The umbrella organizer will be charged a License Fee and the required trash payment fee for the umbrella license as well as a fee for each vendor listed on the application. All vendors included in the umbrella license must be located under one physical address. The umbrella organizer is also responsible for having an appropriate Business license.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-7-6 State Tax Number

The applicant must provide an individual Utah tax identification number if sales transactions are taking place, federal tax identification numbers if only promotion or Gifting is taking place, as part of the license application to assist in verifying the collection and reporting of sales tax.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-7-7 Responsibility Of Host Business To Ensure Licensing And Compliance With The Uniform Building And Fire Codes

Businesses which make all of or a portion or portions of their licensed Place of Business ~~locations~~ available to other Persons for the purpose of Engaging in Business shall be responsible to ensure that such Persons obtain Business licenses and/or Convention Sales Licenses, and possess federal tax numbers and Utah state sales tax numbers listed in Park City if sales transactions are taking place. In the event a licensed hotel, motel, inn, or bed-and-breakfast Business fails to require such a showing, that Business shall be liable for payment of all License Fees and penalties payable by the Person Engaging in Business at their licensed ~~location~~Place of Business. If such Business is not currently licensed for assembly use, the Business shall obtain the necessary inspection and permit from the Building Department. Nothing herein shall relieve the sub-letting/guest Business from their individual responsibility to obtain the necessary licenses.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-8 For-Hire Vehicles

4-8-1 For Hire Vehicle Operation Requirements Definitions

4-8-2 For-Hire Vehicle Operation Requirements

4-8-3 License Requirements For Operators

4-8-4 Compliance Responsibility

4-8-5 Background Check Requirement

4-8-6 State Motor Vehicle Endorsement Or Commercial Driver License Required And Background Check Certificate Required For Application

4-8-7 Compliance With City, State, And Federal Laws

4-8-8 Identifying Design

4-8-8.5 Repealed By Ord 2017-51

4-8-9 Display Of Charges

4-8-10 Receipts For Payment Of Fare

4-8-11 Hiring Vehicle With Intent To Defraud

4-8-12 Refusing To Pay Legal Fare

4-8-13 Direct Route Required

4-8-14 Prohibited Solicitation Procedures

4-8-15 Solicitation Of Hotel Business Prohibited

4-8-16 Engaging In Liquor Or Prostitution Traffic Prohibited

4-8-1 Definitions

4-8-1.1 FARE. The consideration or charge of a For-Hire Vehicle to provide transportation service for a passenger within Park City. Consideration may include non-cash value such as participating in a commercial promotional activity such as viewing real estate or timeshare information, merchandise or Art display, or movies, videos, or DVDs within or on a vehicle in exchange for the passenger delivery.

4-8-1.2 FOR-HIRE VEHICLE. A vehicle used to transport passengers for a Fare. For-Hire Vehicles include Airport Shuttles, Taxicabs, limousines, or similar vehicles used for the purposes outlined in this Title. This does not include hotel courtesy shuttles or any vehicle licensed through a Transportation Network Company that only receives fares through a mobile application.

4-8-1.3 FOR-HIRE VEHICLE BUSINESS LICENSE. A Park City Business license issued by Park City authorizing the licensee thereof to conduct a For-Hire Vehicle Business.

4-8-1.4 FOR-HIRE VEHICLE STICKER. A sticker issued by the City indicating that the owner of the vehicle has met all requirements to obtain a Business license from the City to conduct a For-Hire Vehicle Business and each driver has passed all Background Check Certificate requirements and has shown proof of a valid Utah driver' s license.

4-8-1.5 TAXICAB. A vehicle used to transport passengers for a Fare.

4-8-1.6 TRANSPORTATION NETWORK COMPANY (TNC). The Transportation Network Company Registration Act defines a TNC as an entity that:

- A. Uses a software application to connect a passenger to a transportation network driver providing transportation network services;**
- B. Is not a For-Hire Vehicle; and does not own, control, operate, or manage the vehicle used to provide the transportation network services.**

4-8-2 For-Hire Vehicle Operation Requirements

- A. No Person shall operate or permit a For-Hire Vehicle owned or controlled by such Person to be operated as a vehicle for hire upon the streets of Park City without first having obtained a valid For-Hire Vehicle Business License from the City in accordance with the procedures in this Title, except as provided below in Section I.
- B. No Person shall operate or permit a For-Hire Vehicle owned or controlled by such Person to be operated as a vehicle for hire upon the streets of Park City without first having obtained commercial transportation insurance coverage for at least one million dollars (\$1,000,000) per vehicle if the vehicle provides Taxicab service, has a seating capacity of fifteen (15) passengers or fewer, including the driver, and is not operated on a regular route. If the vehicle seats sixteen (16) or more passengers, including the driver, the owner is to provide proof of commercial transportation insurance coverage for at least five million dollars (\$5,000,000) per vehicle. Proof of this commercial insurance shall be required prior to the issuance of the For-Hire Vehicle permit.
- C. No Person shall operate or permit a For-Hire Vehicle owned or controlled by such Person to be operated as a vehicle for hire upon the streets of Park City without first having provided the required documents to be an eligible driver and obtained a Park City For-Hire Vehicle Sticker.
- D. No Person who has been convicted of or plead guilty to three (3) or more moving violations within the preceding three hundred sixty-five (365) days shall be permitted to operate a For-Hire Vehicle upon the streets of Park City.
- E. No Person who has been found to be in violation of the Park City Parking Code three (3) or more times within the preceding three hundred sixty-five (365) days shall be permitted to operate a For-Hire Vehicle on Park City streets.
- F. All vehicles that have been licensed by the City shall be issued a For-Hire Vehicle Sticker that shall be used as an identifying marking. The For-Hire Vehicle Sticker must be placed on the bottom left corner of the rear window of the vehicle on the driver's side. The For-Hire Vehicle Sticker shall be issued by the City and include the date of expiration.
- G. All For-Hire Vehicles shall have in the driver's possession a copy of the current vehicle registration, copy of the Business license, and proof of insurance as required by this Code, and the driver shall have a "P" endorsement on their Utah State driver license if operating a vehicle that seats sixteen (16) or more. Failure to produce any of this information may result in the issuance of a citation.
- H. The following items shall be prominently displayed in the passenger compartment of the For-Hire Vehicle:
 - 1. The Fare schedule; and
 - 2. Contact information, including a telephone number, for the owner or responsible party of the For-Hire Vehicle.
- I. For the purpose of this Chapter, the term 'operate for hire upon the streets of Park City' shall not include:
 - ~~1. The transporting by a For Hire Vehicle properly licensed in a jurisdiction outside the corporate limits of the City; or~~
 - 2.1. The transporting by a For-Hire Vehicle of a passenger or passengers where the trip shall originate with the passenger or passengers being picked up outside the corporate limits of the City and the destination is either within or beyond the City corporate limits.
- J. The term 'operate for hire upon the streets of Park City' means and shall include the soliciting or picking up of a passenger or passengers within the corporate limits of the City, whether the

destination is within or outside of the corporate limits of the City.

K. All office space must comply with the Land Management Code and this Title.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 16-07 on 1/28/2015

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

- ~~A. Consistent with the Utah Code, as amended, all For Hire Vehicle licensees shall adopt and implement a drug free workplace policy prior to obtaining a Business license from the City. All For Hire Vehicle licensees shall certify that the licensee has adopted such a policy prior to being issued a For Hire Vehicle Business License from the City.~~
- ~~B. The licensee shall publish and provide a written policy statement to all employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees who violate the policy.~~
- ~~C. The licensee shall notify all employees that as a condition to employment, the employee shall abide by the terms of the drug free workplace policy statement and shall notify the employer within five (5) calendar days if he/she is convicted of criminal drug or alcohol related violations.~~
- ~~D. The drug free workplace policy shall include the establishment of a drug free awareness program to make employees aware of:~~
- ~~E. The dangers of drug and alcohol abuse in the workplace;~~
- ~~F. The licensee's policy of a drug free workplace;~~
- ~~G. Any available drug counseling, rehabilitation, and employee assistance programs; and~~
- ~~H. Any penalties or disciplinary action that may be imposed upon an employee for violation of the drug free workplace policy.~~
- ~~I. The licensee shall notify the City within ten (10) calendar days after receiving notice that an employee has been convicted of a criminal drug violation in the workplace.~~
- ~~J. The licensee shall make an ongoing, good faith effort to maintain a drug free workplace.~~

HISTORY

~~*Amended by Ord. on 7/19/2001*~~

~~*Amended by Ord. on 1/28/2015*~~

~~*Repealed & Reenacted by Ord. on 10/5/2017*~~

4-8-3 License Requirements For Operators

It is unlawful for any Person to operate a For-Hire Vehicle upon the streets of the City without providing the required documents to be eligible as a driver and without a valid Park City For-Hire Vehicle Business License.~~having a valid Park City For Hire Vehicle Business License.~~

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 16-07 on 1/28/2016

Amended by Ord. 16-13 on 3/24/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-4 Compliance Responsibility

The licensee shall not be relieved of any responsibility for compliance with the provisions of this Title, whether the licensee leases or rents For-Hire Vehicles to drivers, or whether the licensee pays salary, wages, or any other form of compensation to drivers.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 16-07 on 1/28/2015

Amended by Ord. 16-13 on 3/24/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-5 Background Check Requirement

~~A. All~~ A. All drivers shall obtain an ~~original background check report~~ Background Check Certificate from the Utah Bureau of Criminal Investigation (BCI). All drivers shall also obtain a driver license record report from the Utah Driver License Division showing "Valid" as license status. The City shall be permitted to further investigate any information that is relevant to such background checks in order to determine the accuracy of the information. This investigation may include, but is not limited to, requiring the applicant driver to provide additional information. Drivers who possess a current Salt Lake City Vehicle Operator's Certificate (VOC/Airport Badge) may submit their VOC in lieu of a BCI Identification Record and driver history report.

A.

~~A. The Park~~ A. The Park City Police Department shall review the Identification Record of each driver and identify if the driver has engaged in a disqualifying criminal offense, as set forth by this Section. A driver is deemed to have engaged in a disqualifying criminal offense if the driver has been convicted, or found not guilty by reason of insanity, of any of the crimes listed in this Section, ~~or of a conspiracy or attempt to commit any such crime, or has been released from prison, in any jurisdiction within the five (5) years preceding the request for the certificate.~~ Disqualifying offenses shall include:

B.

~~2.~~ 1.—Murder;

~~1.~~ 2.

~~3.~~ 3.—Assault or aggravated assault;

~~2.~~ 4.

~~4.~~ 5.—Kidnapping or hostage taking;

~~3.~~ 6.

~~5.~~ 7.—Rape, aggravated sexual abuse, or other sex crime, including, but not limited to, unlawful sexual activity with or sexual abuse of a minor, enticing a minor over the internet, unlawful sexual intercourse or conduct, object rape or sodomy, forcible sexual abuse, aggravated sexual assault, sexual exploitation of a minor, incest, lewdness, or obscene acts, sex acts for hire, or solicitation of sex;

~~4.~~ 8.

~~6.~~ 9.—Stalking;

~~5.~~ 10.

~~7.~~ 11.—Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon;

~~6.~~ 12.

~~8.~~ 13.—Extortion;

~~7.~~ 14.

~~9.~~ 15.—Robbery, burglary, theft, bribery;

~~8.~~ 16.

~~10.~~ 17.—Distribution of, or intent to distribute, a controlled substance;

~~9.~~ 18.

~~11.~~ 19.—Felony arson;

~~10.~~ 20.

- ~~12.~~ Felony involving a threat;
~~11.~~
~~13.~~ Felony involving willful destruction of property;
~~12.~~
~~14.~~ Felony involving dishonesty, fraud, or misrepresentation;
~~13.~~
~~1.~~ Possession or distribution of stolen property;
~~14.~~
~~15.~~ Felony involving importation or manufacture of a controlled substance;
~~15.~~
~~16.~~ Illegal possession of a controlled substance punishable by a maximum of imprisonment of more than one year;
~~16.~~
~~17.~~ Reckless driving, driving while under the influence of alcohol or a controlled substance, or being in or about a vehicle while under the influence of alcohol or a controlled substance with the intent of driving;
~~17.~~
18. Felony involving a driving offense.
- ~~B.C.~~ ~~C.~~ ~~If~~ If a driver's criminal record discloses arrests for a disqualifying offense without indicating disposition, the Police Department must investigate and make a determination as to whether the arrest resulted in a disqualifying offense as provided under this Section.
- ~~C.D.~~ ~~D.~~ ~~Prior~~ Prior to making a final decision to deny a Background Check Certificate, the Police Department shall advise the driver that the Identification Record discloses a disqualifying offense. If the driver's Identification Record inaccurately contains a disqualifying offense, the driver may seek to complete or correct the Information Record by contacting the local jurisdiction responsible for the information and the BCI within thirty (30) days following notice of the disqualifying information. The driver must also notify the Police Department and indicate their intent to correct any inaccurate information. The Police Department must then receive a copy of the BCI record or certified true copy of the information from the appropriate court before granting a Background Check Certificate. If no such notification is received within the thirty (30) day period, the Police Department shall make a final determination based on available information.
- ~~D.E.~~ ~~E.~~ Any Person who complies with the Background Check Certificate requirements shall have a continuing obligation to disclose to the Police Department within twenty-four (24) hours if he/she is convicted of any disqualifying criminal offense, or otherwise fails to comply with the provisions of this Section, at any time while he/she possesses a Background Check Certificate.
- ~~E.F.~~ ~~F.~~ Failure to comply with the continuing obligation to notify the Finance Manager or his/her designee within twenty-four (24) hours of: a disqualifying conviction pursuant to Subsection (B) above, or the accumulation of three (3) moving violation convictions during the past three hundred sixty-five (365) days is a Class "A" misdemeanor.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 16-07 on 1/28/2015

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-6 State Motor Vehicle Endorsement Or Commercial Driver License Required And Background Check Certificate Required For Application

- A. Before any application is accepted by the Finance Manager, the applicant shall be required to show that such applicant has a current motor vehicle license issued by the state.
- B. A For-Hire Vehicle that seats sixteen (16) or more passengers shall require the driver to have a valid CDL license with a Class C or a P endorsement.
- C. Before any application is accepted by the Finance Manager, the applicant shall be required to show that such applicant has a valid Background Check Certificate.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 16-07 on 1/28/2015

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-7 Compliance With City, State, And Federal Laws

Every driver licensed under this Chapter shall comply with all city, state, and federal laws. Failure to do so may result in the suspension or revocation of a Business license by the City.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 16-07 on 1/28/2015

Amended by Ord. 16-13 on 3/24/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-8 Identifying Design

- A. Each For-Hire Vehicle shall bear on the outside of each rear or front door, in painted letters not less than five-sixteenths inch (5/16") stroke and more than two and one quarter inches (2¼") in height, the name of the licensee and the company number, which number shall also be painted or placed on the rear of the For-Hire Vehicle.
- B. The identifying design shall be permanent. The use of magnetic or removable signs is prohibited.
- C. A City representative will inspect each vehicle at the time of licensing or license renewal to ensure compliance with this Section. The City representative will then witness the application of the For-Hire Vehicle Sticker.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 16-07 on 1/28/2015

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-8.5 Repealed By Ord 2017-51

HISTORY

Amended by Ord. 14-52 on 10/30/2014

Amended by Ord. 16-07 on 1/28/2015

Repealed by Ord. 2017-51 on 10/5/2017

4-8-9 Display Of Charges

All rates to be charged for the use of a For-Hire Vehicle shall be posted on the inside of the vehicle and readily available in such a manner as to be plainly visible and accessible to all passengers.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 06-57 on 8/3/2006

Amended by Ord. 16-07 on 1/28/2015
Amended by Ord. 16-13 on 3/24/2016
Amended by Ord. 2017-11 on 3/30/2017
Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-10 Receipts For Payment Of Fare

The driver of any For-Hire Vehicle shall, upon demand by the passenger, render to such passenger a receipt for the amount charged, either by a mechanically printed receipt or by specially prepared receipt, on which shall be the name of the owner, Business license number, amount of charges, and date of transaction.

HISTORY

Amended by Ord. 01-31 on 7/19/2001
Amended by Ord. 16-07 on 1/28/2015
Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-11 Hiring Vehicle With Intent To Defraud

It is unlawful for any Person to hire any vehicle defined in this Chapter with intent to defraud the Person from whom it is hired of the value of such service.

HISTORY

Adopted by Ord. 16-07 on 1/28/2015
Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-12 Refusing To Pay Legal Fare

It is unlawful for any Person to refuse to pay immediately the legal Fare of any of the vehicles mentioned in this Chapter.

HISTORY

Amended by Ord. 01-31 on 7/19/2001
Amended by Ord. 16-07 on 1/28/2015
Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-13 Direct Route Required

Any For-Hire Vehicle driver employed to carry a passenger to a definite point shall take the most direct route possible that will carry the passenger safely and expeditiously to his/her destination, unless otherwise directed by the passenger.

HISTORY

Amended by Ord. 01-31 on 7/19/2001
Amended by Ord. Title 4 Staff Report on 1/28/2015
Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-14 Prohibited Solicitation Procedures

A. No driver shall solicit patronage by:

1. Using a tone of voice that a reasonable Person would consider to be loud or annoying;
2. Using a sign;
3. Engaging in any activity or behaving in a manner that would annoy a reasonable Person or obstruct the movement of any Persons;
4. Following any Person for the purpose of soliciting patronage.

B. The driver of any For-Hire Vehicle shall remain in the driver's compartment or immediately adjacent to their vehicle at all times when on duty and such vehicle is upon the public streets. The

driver of a For-Hire Vehicle is permitted to leave the driver's compartment when actively aiding passengers in loading or unloading the vehicle.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 16-07 on 1/28/2015

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-8-15 Solicitation Of Hotel Business Prohibited

It is a violation of this Chapter for any driver of a For-Hire Vehicle to solicit Business for any hotel, motel, or other nightly lodging Business, or to attempt to divert patronage from one hotel, motel, or other nightly lodging Business to another.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-8-16 Engaging In Liquor Or Prostitution Traffic Prohibited

It is unlawful for any For-Hire Vehicle driver to sell intoxicating liquor or to knowingly transport Persons for the purpose of buying liquor unlawfully, or to solicit Business for any house of ill repute or prostitute. It is also unlawful for any For-Hire Vehicle driver to permit any Person to occupy or use his/her vehicle for the purpose of prostitution, lewdness, or assignation, with knowledge or reasonable cause to know that the same is or is to be used for such purposes, or to direct, take, or transport, or to offer or agree to direct, take, or transport, any Person to any building or place, or to any other Person, with knowledge or reasonable cause to know that the purpose of such directing, taking, or transporting is prostitution, lewdness, or assignation.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-8A Repealed By Ord 2017-51

HISTORY

Repealed by Ord. 2017-51 on 10/5/2017

4-9 Mobile Vendors

4-9-1 General

4-9-2 Sales Within Public Right-Of-Way

4-9-3 Terms And Conditions

4-9-4 Thru 4-9-29 Repealed By Ord 2017-51

4-9-1 General

It shall be unlawful to sell food, flowers, agricultural products, ice cream, candy, popcorn, or other goods or merchandise from push carts, mobile wagons, or motor vehicles on private or public property except as authorized and licensed under this Title and ~~the~~ [Title 15](#), Land Management Code.

HISTORY

Amended by Ord. 06-81 on 11/30/2006

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

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

4-9-2 Sales Within Public Right-Of-Way

In order to control vending within any public right-of-way in Park City, only those Mobile Vendors who have obtained the grant of a franchise from the City or under a permitted Special Event may operate within the public right-of-way. Absent all proper permitting, vending within any public right-of-way is strictly prohibited.

HISTORY

Amended by Ord. 06-81 on 11/30/2006

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

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

4-9-3 Terms And Conditions

Licensed Mobile Vendors shall be subject to the following terms and conditions:

A. HEALTHA. Health Department Approval. All Mobile Vendors serving food or garden produce for human consumption from any cart, wagon, or motor vehicle must have the means of preparing, keeping, and serving the foods approved by the Summit County Health Department. This approval, in writing, must be submitted as part of the license application. Withdrawal of Health Department approval for sanitary or health violations is grounds for revocation of the City license.

B. Limitation On Locations. If a franchise has been obtained from the City, Mobile Vendors vending from motor vehicles, which shall include any motorized means of conveyance that is required to be licensed by the State Division of Motor Vehicles shall be restricted in the Single Family Zone, the RD-MPD Zones within Park Meadows, all Historic Residential Zones (HR-1, HR-2, HRC, HRM), and Sullivan Lane, as designated on the Official Zoning Map of Park City. Mobile Vendors are prohibited from vending in locations included in any special event boundary. Mobile Vendors vending on City rights-of-way during construction or other situations creating a public health or safety concern may be prohibited by the City Engineer or Chief of Police. The City will inform any franchise holder of these limitations and the duration of their effect.

C. Vendors Required To Move Location. It shall be unlawful for any Mobile Vendor to obstruct pedestrian or vehicular traffic on streets or sidewalks. It shall also be unlawful for any Mobile Vendor to remain in a fixed location for more than one hour at a time. Mobile Vendors shall move a distance of at least fifty feet (50') from their prior location every hour during which they are Conducting Business. It shall be unlawful for any Mobile Vendor Engaging in Business in a location that impairs reasonable pedestrian or vehicular access to any adjoining building, alley, yard, or other property.

D. Franchise Agreement. The City, in its sole discretion, may determine the number of franchises to award based upon public necessity, demand of service, pedestrian and vehicular traffic compatibility, competition, and public safety. Any violation of the franchise agreement is grounds for Business license revocation, in addition to any other remedy at law.

E. Food Truck Operator. Food Trucks may only operate on property that has been issued a Food Truck Conditional Use Permit under Title 15, Land Management Code. Food Trucks may only operate on private property with the express prior written permission of a person with authority to act on behalf of the property owner. The written permission shall include any restrictions such as specific location on the property, hours of operation, limitations on employee and/or public sales, etc. Food Trucks are prohibited on City property except as authorized in writing by the City on City-owned property for which a Food Truck Conditional Use Permit under Title 15, Land Management Code, has been issued. The Food Truck, while operating, shall produce the written permission upon request of an authorized City official.

F. Homemade Food Producer. Those producing homemade food or homemade food products pursuant to the Home Consumption and Homemade Food Act are required to obtain a Business license pursuant to this Title but may be exempt from health department approval required in Subsection A so long as the producer meets the requirements outlined in Utah Code Ann. 4-5a-1-1 et seq., as amended.

HISTORY

Amended by Ord. 06-81 on 11/30/2006

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

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

4-9-4 Thru 4-9-29 Repealed By Ord 2017-51

HISTORY

Amended by Ord. 06-81 on 11/30/2006

Repealed by Ord. 2017-51 on 10/5/2017

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

4-10 Solicitors

4-10-1 Solicitor Of Goods Or Merchandise

4-10-2 Terms And Conditions Of Solicitation Licenses

4-10-3 Art Exhibition For Sale On Public Property

4-10-4 Exemptions

4-10-5 Repealed By Ord 2017-51

4-10-1 Solicitor Of Goods Or Merchandise

Unless authorized and licensed by this Chapter, Solicitors of goods or merchandise are prohibited from Conducting Business within Park City.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-10-2 Terms And Conditions Of Solicitation Licenses

The Finance Department may issue a license to a Solicitor of goods and services, accommodations, franchises, investments, or any interest in real property or time intervals in the use or ownership of property, subject to the following terms and conditions:

- A. The Solicitor makes contact with the public at a location other than at the regular Place of Business at which the goods and services are actually sold or performed;
- B. The Solicitor shall only contact the public on a door-to-door basis;
- C. No solicitation activities shall be conducted on public streets, sidewalks, or public property;
- D. The Solicitor shall not enter any premises in which a "No Solicitors Allowed" sign, or the equivalent thereof, has been posted;
- E. The Solicitor may only carry goods or merchandise for display, not for sale, but the Solicitor may deliver previously ordered goods or merchandise;
- F. No Solicitor shall give or pass handbills, literature, or other printed matter to passersby or place them on cars, buildings, driveways, doorways, or porches. The licensee, including the primary Business signing the license application, shall be responsible for any littering caused by that licensee's handbills being discarded or not being picked up;
- G. It shall be unlawful for any Person to solicit from any motor vehicle by means of calling or hailing from inside or on the vehicle, or to use any sound amplification equipment to broadcast solicitations from the vehicle. ~~Persons offering others free transportation in exchange for listening to a sales solicitation shall, by clearly printed signs, all lettering to be legible from at least ten feet (10') away by Persons of twenty twenty (20/20) vision, attached to the outside of both sides of the~~

~~vehicle, identify the vehicle as a point at which sales solicitations will be made and display the name of the Business for which the solicitation will be made;~~

H. The Solicitor shall inform each buyer of the right to cancel a home solicitation sale pursuant to state law; and

I. The Business or businesses which have signed the application for a Solicitor license shall be jointly liable for the conduct of that Solicitor while engaged in conduct intended to further the Business interests of the primary Business.

HISTORY

Amended by Ord. 04-26 on 6/17/2004

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-10-3 Art Exhibition For Sale On Public Property

It is the purpose and object of this Chapter that the City establishes reasonable and uniform regulations governing the registrations and manner of operations of Artists using Available City Property in Park City. This Chapter shall be construed to protect the legitimate and important governmental interests recognized by this Chapter in a manner consistent with constitutional protections provided by the United States and Utah Constitutions. The purpose of these regulations is to provide for the regulation and registration of Artists within the City in a manner which will protect the property values of surrounding businesses and neighborhoods and residents from adverse secondary effects, while providing to those who desire to Exhibit their works of Art for sale the opportunity to do so. This Chapter also aims to prevent and control the adverse effects of Artists who Exhibit their ~~artistry~~ Art in public places, including without limitation, creating visual blight and aesthetic concerns; blocking reasonable access and sight easements to businesses; preventing the free flow of vehicular and pedestrian traffic in the City's narrow, historic Main Street sidewalks; and forcing citizens to be exposed to unwanted and unwelcome messages, with no avenue of escape. These strong substantial and compelling governmental interests compete with public and private interests in freedom of expression and the private commercial interests of Artists and the interest of the public. Therefore, the City desires in reasonable time, place, and manner, regulations which are content neutral, to balance those interests, and thereby protect the health, safety, and welfare of the citizens and guests of Park City, preserve the quality of life, and preserve the property values and character of the surrounding neighborhoods.

A. Exhibit For Sale On Sidewalks Prohibited. No Artist may Exhibit for sale his/her Art on public streets, sidewalks, or public property other than specifically designated Available City Property as set forth in this Title. It is unlawful to Exhibit Art for sale on publicly owned sidewalks. Furthermore, it is unlawful to Exhibit Art for sale without a license under this Chapter or the Special Events Title in park strip areas, pocket parks, and City-operated or otherwise public parks.

B. Terms And Conditions.

1. Registration Required. Any Person or groups of Persons intending or expecting to receive valuable consideration for the exhibition of Art shall be registered with the City as an Art vendor before such Exhibit. The registration shall be valid each weekend Friday through Sunday, and all holidays or Special Events as approved by the Special Events Department.
2. Application For Registration. An application for registration to use Available City Property for the Exhibit of Art for sale shall be filed with the Finance Department upon a form provided by the Finance Department, which shall include the following information:
 1. The name, address, and telephone number of the applicant;

2. The name, address, and telephone number of a responsible Person whom the City may notify or contact at any time concerning the applicant's Art; and
 3. A brief description of the type of Art to be displayed for sale.
3. Registration List. The Finance Department shall forward the registration to the Special Events Manager. Use of space by a licensee within Available City Property shall be subject to the designation of the City's Planning and Zoning Administrator in accordance with the standards set forth in this Title.
- C. Use Of Property/Hold Harmless. By way of application to the City, all Artists accept the Available City Property "as is" and the City makes no representations regarding fitness for particular purpose or otherwise regarding the suitability of said property. Anyone using Available City Property for Art Exhibit shall indemnify, defend, and hold the City and its officers and employees harmless for any loss or damage, including attorney's fees, arising out of the use of such property. This obligation shall not extend to any claims for loss, damages, or injury sustained by any Person or Persons, or damage to property, or to expenses, including reasonable attorney's fees, incurred thereby, resulting from actions or omissions not within the Artist's reasonable control or to the acts or omissions to act by the City, its officers, and employees, or other third Persons.
- D. Number And Spacing Of Artists Per Available City Property. The number of Exhibit areas for Artists that may Exhibit at the same time on any Available City Property is twelve (12), unless otherwise determined by the Special Events Manager upon a finding of no harm or interference with the open space nature of the area, and upon giving notice to the City Council.
- E. Location Restrictions. The Planning and Zoning Administrator, in designating areas within Available City Property, shall take into consideration the interests, (i) of providing Artists reasonable opportunities for self-expression, (ii) of providing reasonable opportunities for the public to experience the Artists' work, (iii) of the public to peaceably enjoy the intended open space of the City's parks, and (iv) of adequately maintaining park vegetation and properties. No Artist may Exhibit Art for sale within Available City Property except within areas designated by the Planning and Zoning Administrator.
1. Special Events. No Artist shall Exhibit Art for sale within one hundred feet (100') of the boundary of a location in a Special Event License issued by the City under Title 4A. However, during special events, Artists may Exhibit at a location included in a Special Event License if the Special Event Licensee grants written permission. Furthermore, the City expressly reserves the right to relocate Artists in a manner that does not diminish capacity to other Available City Property during the period of a special event.
 2. Exception. The restrictions of this Chapter notwithstanding, nothing herein shall prohibit the City from authorizing Persons to temporarily Exhibit Art for sale, or conduct outdoor sales on public property, or other such areas as the City may deem appropriate, pursuant to Park City Municipal Code, or during Special Events or Level Three Special Events. Special Event vendors shall not be governed by this Chapter, but shall be governed by the Special Events Title of the Park City Municipal Code.
- F. Space Restrictions. No Artist may Exhibit Art for sale directly on the surface of any City facility or structure, including sidewalks, or on top of a trash receptacle. No Artist's Exhibit may exceed ten feet (10') in height from the ground or ten feet by ten feet (10' x 10') in area, including a tent or other structure. Exhibits should be off the ground in a manner so as not to damage the lawn, vegetation, or other public property. No Artist shall use any area other than the area immediately beneath the surface of the display area for the storage of items for Exhibit. Artists may have a container for gratuity. Set up shall not begin prior to 8:00 a.m. each day. All Art, stands, and other equipment, associated debris, and structures shall be removed from Available City Property no later than 6:00 p.m. each night. Upon finding parking conflicts, the Special Events Manager may temporarily designate and/or prohibit parking at certain locations.

- G. Rights Granted. The approval of any location for use by Artists shall not be construed as granting the user any property right or interest to or in any property owned by the City. The rights granted by this Chapter are subject to the provisions of this Chapter and other applicable law. Artists exhibiting their Art shall be present at all times when on Exhibit. No agent, employee, or other representative shall sell any Art of an Artist.
- H. Violation/Removal. If at any time the City determined that an Artist's use of Available City Property or the Exhibit placed thereon is not in compliance with the requirements of this Chapter or other applicable law, a civil notice of such violation shall be issued to the Artist by an authorized City official. If, after receipt of such citation, an Artist fails or refuses to remove any such Exhibit in violation, the City may, after consultation with the City Attorney or his/her designee, impound such Exhibit. Although prior notice of such impoundment shall not be required, the City shall take reasonable efforts to promptly notify the Artist following impoundment. The owner of any impounded Exhibit shall be responsible for the expense of removal and storage of such Exhibit. If the owner fails to reclaim the impounded Exhibit and pay the expenses of removal and storage within thirty (30) days after notice of impoundment, the Exhibit may be deemed unclaimed property and may be disposed of pursuant to law.
- I. Emergency Removal. In the event that a City official or the City Police or Fire Department determines that an Artist's use of Available City Property or the Exhibit placed thereon constitutes an immediate physical threat to public life, safety, or health, the Exhibit may be removed from the City property immediately, without any prior notice or hearing. This provision shall not be enforced in any way related to the content or expression of the material Exhibit by the Artist. The City shall use reasonable care not to damage the Art.
1. Notice And Hearing. In the event of such emergency removal, the City shall immediately contact the Artist or his/her representative if the Artist has filed with the City's Finance Department the name, address, and telephone number of the Artist's representative whom the City may notify or contact at any time regarding the Artist's Exhibit. The City shall inform the Artist or his/her representative of the removal and the reason(s) therefore. If requested by the Artist or his/her representative, the City shall hold an expedited hearing before the City Manager or his/her designee to determine whether the removed Exhibit constituted an immediate threat to the public's life, safety, or health. In the event that the City Manager or his/her designee determined that the Exhibit did not constitute such an immediate threat, the City shall forthwith, at its own expense, replace the Exhibit at its location.
- J. Penalties. Any violation of this Chapter shall constitute a civil violation and may subject the Artist to revocation, suspension, or non-renewal of rights granted hereunder by the City. Three (3) or more violations within a one (1) year period shall constitute a Class "B" misdemeanor.
- K. Sales Tax. All Artists are responsible for individually filing all necessary reporting forms and sales tax, if any, in accordance with state law.

HISTORY

Amended by Ord. 04-26 on 6/17/2004

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-10-4 Exemptions

The licensing provisions of this Chapter shall not apply to the following kinds of activities that would otherwise fall within the purview of this Chapter:

- A. Political Actions. No license shall be required to solicit signatures on petitions of a political nature or to canvass or solicit funds on behalf of candidates for office or ballot issues. Campaign literature may be delivered to homes, subject to the delivery conditions set forth below under Unsolicited Deliveries.

- B. Religious Actions. No license shall be required of Persons exercising their right to express their religious views, provided however, that no Person shall use this exemption to sell merchandise. Delivery of any publication or material shall be subject to the delivery conditions set forth below under Unsolicited Deliveries.
- C. Civic Groups. No license shall be required of local civic organizations, such as Boy Scouts, Girl Scouts, historic preservation groups, schools, museums, not-for-profit ~~organizations~~corporations, or other charities. Delivery of any publication or material shall be subject to the delivery conditions set forth below under Unsolicited Deliveries.
- D. Wholesale Solicitation. No license shall be required of Persons who are soliciting Business on a wholesale basis only who are exempt under any provision of the Utah Code. For purposes of this Chapter, the solicitation of orders to place advertising in periodicals or for later broadcasts shall be deemed wholesale solicitation, and exempt from licensing.
- E. Solicited Deliveries. No license shall be required of any Person making a Solicited Delivery.
- F. Unsolicited Deliveries. No license shall be required of any Person making an Unsolicited Delivery. However, any Person making an Unsolicited Delivery of any kind shall not cause unsolicited material to be stacked, piled, or accumulated on any driveway, porch, automobile, building, yard, doorway, stairwell, or doorknob, without the prior express consent of the occupant of the premises. It shall be unlawful for any Person to deliver any unsolicited material to a residence where that Person's previously delivered material remains uncollected. Additionally, any Person making such an Unsolicited Delivery to a residence, who finds prior uncollected material there, shall properly dispose of that Person's uncollected material.
- G. State Licensees. Solicitors who hold valid state issued licenses to act as real estate brokers or salesmen, stock brokers, or insurance agents or salesmen need not obtain a separate Solicitor license from the City, but shall conduct their solicitation activities in accordance with the provisions of this Code.
- H. Delivery Prohibition. It shall be unlawful for any Person to deliver any unsolicited material to any Person, residence, or premises where the occupant thereof has requested that such delivery cease or where such occupant has posted his/her desire not to receive such unsolicited material.

HISTORY

Amended by Ord. 04-26 on 6/17/2004

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-10-5 Repealed By Ord 2017-51

HISTORY

Amended by Ord. 04-26 on 6/17/2004

Repealed by Ord. 2017-51 on 10/5/2017

4-11 Sexually Oriented Businesses

4-11-1 Title For Citation

4-11-2 Purpose: Reasonable Licensing Procedures

4-11-3 Application Of Provisions

4-11-4 Definitions

4-11-5 Obscenity And Lewdness - Statutory Provisions

4-11-6 Business License Required, Employee License Required

4-11-7 Exemptions From License Requirements
4-11-8 Artistic Modeling
4-11-9 Business Categories; Single License
4-11-10 Business License Application
4-11-11 Employee License Application
4-11-12 Additional Application Requirements
4-11-13 Consent For Background Check
4-11-14 False Or Misleading Information; Disclosure
4-11-15 Employment Or Persons Without Permits Unlawful
4-11-16 Single Location And Name
4-11-17 License - Issuance Conditions
4-11-18 Possession And Display Of Employee License
4-11-19 Changes In Information
4-11-20 Transfer Limitations
4-11-21 General Regulations
4-11-22 Escort Service Operation Requirements
4-11-23 Adult Business, Design Of Premises
4-11-24 Semi-Nude Entertainment Business; Interior Design
4-11-25 Alcohol Prohibited
4-11-26 Severability
4-11-27 Compliance By Present Licensees

4-11-1 Title For Citation

This Chapter shall be known and may be referred to as the Sexually Oriented Business Licensing Ordinance.

HISTORY

Amended by Ord. 04-22 on 6/3/2004

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-11-2 Purpose: Reasonable Licensing Procedures

It is the purpose and object of this Chapter that the City establish^{es} reasonable and uniform regulations governing the licensing and manner of operations of Sexually Oriented Businesses and their Employees in Park City. This Chapter shall be construed to protect the governmental interests recognized by this Chapter in a manner consistent with constitutional protections provided by the United States and Utah Constitutions. The purpose of these regulations is to provide for the regulation and licensing of Sexually Oriented Businesses within the City in a manner which will protect the property values of surrounding businesses and neighborhoods, and residents from the potential adverse secondary effects of Sexually Oriented Businesses, while providing to those who desire to patronize Sexually Oriented Businesses the opportunity to do so. Sexually Oriented Businesses are frequently used for unlawful sexual activities, including prostitution. Licensing of Sexually Oriented Businesses and Employees is a legitimate and reasonable means of ensuring that operators and Employees of Sexually Oriented Businesses comply with reasonable regulations and operators do not knowingly allow their businesses to be used for illegal sexual activity or solicitation. There is convincing documented evidence that Sexually Oriented Businesses, because of their nature, have a deleterious effect on both the existing neighboring businesses and surrounding residential areas, causing increased crime and downgrading of property values. The purpose of this Chapter is to control the adverse effects of Sexually Oriented Businesses and thereby to protect the health, safety, and welfare of the citizens and guests of Park City, protect the citizens from increased crime, preserve the quality of life, preserve the property values and character of the surrounding neighborhoods, and deter the spread of urban blight.

HISTORY

Amended by Ord. 04-22 on 6/3/2004

Amended by Ord. 07-37 on 6/14/2007

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-11-3 Application Of Provisions

This Chapter imposes regulatory standards and license requirements on certain Business activities, which are characterized as "Sexually Oriented Businesses". It is not the intent of this Chapter to suppress any speech activities protected by the First and Fourteenth Amendments to the United States Constitution and the Constitution of the State of Utah, but to impose content-neutral regulations which address the adverse secondary effects of Sexually Oriented Businesses. Nothing in this Chapter is intended to supersede or nullify any other related ordinances including, but not limited to, the Municipal Code of Park City, Utah, or the Park City Land Management Code.

HISTORY

Amended by Ord. 04-22 on 6/3/2004

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-11-4 Definitions

For the purpose of this Chapter only the following words shall have the following meanings:

- A. **ADULT BUSINESS**. An Adult Theater, Adult Motion Picture Theater, Adult Bookstore, Adult Video Store, or Escort Service.
- B. **ADULT BOOKSTORE or ADULT VIDEO STORE**. A Business which:
 - 1. Holds itself out as such a Business; or
 - 2. For more than thirty percent (30%) of the retail floor or shelf space of the premises, offers for sale or rental, for any form of consideration, any one or more of the following: books, magazines, periodicals, or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides or other visual representations the central theme of which depicts or describes Specified Sexual Activities or Specified Anatomical Areas, or instruments, devices, or paraphernalia which are designated for use in connection with Specified Sexual Activities, except for legitimate medically-recognized contraceptives.
- C. **ADULT MOTION PICTURE THEATER**. A Business which:
 - 1. Holds itself out as such a Business; or
 - 2. As its principal Business, regularly shows films, motion pictures, video cassettes, slides or similar photographic reproductions which are primarily characterized by the depiction or description of Specified Sexual Activities or Specified Anatomical Areas.
- D. **ADULT THEATER**. A Business which:
 - 1. Holds itself out as such a Business; or
 - 2. Regularly features Persons who appear in a state of nudity or live performances which are primarily characterized by the exposure of Specified Anatomical Areas or by Specified Sexual Activities.
- E. **BUSINESS PREMISES**. The real property upon which the Sexually Oriented Business is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the Sexually Oriented Business, the grounds, private walkways, and parking lots and/or parking areas adjacent thereto, under the ownership, control, or supervision of the licensee, as described in the application for a Business license.
- F. **EMPLOYEE**. A Person who performs any service on the premises or renders any services directly related to the operation of any Sexually Oriented Business on a full time, part time, contract basis, or independent basis, whether or not the Person is denominated an employee, independent contractor, agent, or otherwise, whether or not on a temporary or permanent basis,

and whether or not said Person is paid a salary, wage, or other compensation by the operator of said Business. "Employee" shall also include a licensee's designated agent. "Employee" does not include a Person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises, nor does "Employee" include a Person exclusively on the premises as a patron or customer.

- G. **ESCORT**. Any Person who, for consideration, accompanies other Persons to or about social affairs, entertainments, or places of amusement, or consorts with others about any place of public resort or within any private quarters, or who agrees or offers to privately model lingerie or to privately perform a striptease for another Person.
- H. **ESCORT SERVICES**. A Business, contractor, agency, or Person which:
1. Holds itself out as such a Business; or
 2. For a fee, commission, hire, reward, or profit, furnishes or offers to furnish the names of Persons or who introduces, furnishes, or arranges for Persons, who may accompany other Persons to or about social affairs, entertainments, or places of amusement, or who may consort with others about any place of public resort, or within any private quarters.
- I. **NUDITY or STATE OF NUDITY**. A state of dress in which the areola of the female breast, or male or female genitals, pubic region, or anus are covered by less than the covering required in the definition of Semi-Nude.
- J. **OBSCENE**. Any material or performance is Obscene if:
1. The average Person, applying contemporary community standards, finds that, taken as a whole, it appeals to prurient interest in sex;
 2. It is patently offensive in the description or depiction of Nudity, sexual conduct, sexual excitement, sado-masochistic abuse, or excretion; and
 3. Taken as a whole, it does not have serious literary, artistic, political, or scientific value.
- K. **OPERATOR**. The manager or other natural Person principally in charge of a Sexually Oriented Business.
- L. **SEMI-NUDE**. A state of dress in which a Person wears opaque clothing covering:
1. Only the male or female genitals, pubic region, anus, by an opaque cover that is four inches wide in the front and five inches wide in the back tapering to one inch at the narrowest point; and if applicable,
 2. The nipple and areola of the female breast.
- M. **SEMI-NUDE ENTERTAINMENT BUSINESS**. A Business, including an Adult Theater, where Employees perform or appear in the presence of patrons of the Business in a state of Semi-Nudity. A Business shall also be presumed to be a Semi-Nude Entertainment Business if the Business holds itself out as such a Business.
- N. **SEXUALLY ORIENTED BUSINESS**. Semi-Nude Entertainment Businesses and Adult Businesses as defined by this Chapter.
- O. **SPECIFIED ANATOMICAL AREAS**. The human male or female pubic area or anus with less than a full opaque covering, or the human female breast from the beginning of the areola, papilla, or nipple to the end thereof with less than full opaque covering.
- P. **SPECIFIED SEXUAL ACTIVITIES** means:
1. Acts of:
 1. Masturbation;
 2. Human sexual intercourse; or
 3. Sodomy
 2. Manipulating, caressing, or fondling by any Person of:
 1. The genitals of a human;
 2. The pubic area of a human; or
 3. The breast or breasts of a human female.

3. Flagellation or torture by or upon a Person clad in undergarments, a mask or bizarre costume, or the condition of being fettered, bound, or otherwise physically restrained on the part of the one so clothed.

HISTORY

Amended by Ord. 04-22 on 6/3/2004

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-11-5 Obscenity And Lewdness - Statutory Provisions

Notwithstanding anything contained in this Chapter, nothing in this Chapter shall be deemed to permit or allow the showing or display of any matter, which is contrary to applicable federal or state statutes prohibiting obscenity.

Notwithstanding anything contained in this Chapter, nothing in this Chapter shall be deemed to permit or allow conduct or the showing or display of any matter which is contrary to the provisions of the Park City Criminal Code regarding 'Lewdness'.

Provided, however, that for the purpose of this Sexually Oriented Business Chapter, the definition of private parts shall be construed to mean Nudity as defined in this Chapter.

HISTORY

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-11-6 Business License Required, Employee License Required

It shall be unlawful for any Person to engage in a Sexually Oriented Business within the boundaries of Park City, Utah, as specified herein, without first obtaining a Sexually Oriented Business license from Park City Municipal Corporation. Providing Escort Services within Park City shall be considered Engaging in Business. The Business license shall specify the type of Sexually Oriented Business for which it is obtained. It shall be unlawful of any Employee of a Sexually Oriented Business to perform any services in the boundaries of Park City, Utah, without first obtaining a Sexually Oriented Business Employee license from Park City Municipal Corporation. Any Person operating as an independent contractor in Park City, Utah, shall obtain both a Sexually Oriented Business license and an Employee license from Park City Municipal Corporation.

HISTORY

Amended by Ord. 04-22 on 6/3/2004

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

4-11-7 Exemptions From License Requirements

The provisions of this Chapter shall not apply to any sex therapist or similar individual licensed by the State of Utah to provide bona fide sexual therapy or counseling, licensed medical practitioner, licensed nurse, psychiatrist, psychologist, nor shall it apply to any educator licensed by the State of Utah for activities in the classroom.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-8 Artistic Modeling

The City does not intend to unreasonably or improperly prohibit legitimate modeling or exhibitions, which may occur in a State of Nudity for purposes protected by the First Amendment or similar State protections.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-9 Business Categories; Single License

It is unlawful for any Business Premises to operate or be licensed for more than one category of Sexually Oriented Business. The categories of Sexually Oriented Businesses are:

- A. Adult Bookstore or Adult Video Store;
- B. Adult Motion Picture Theater;
- C. Adult Theater;
- D. Semi-Nude Entertainment Businesses; and
- E. Escort Service.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-10 Business License Application

Before any Applicant may be licensed to operate a Sexually Oriented Business in Park City, Utah, pursuant to this Chapter, the applicant shall submit to the Business License [ClerkSpecialist](#), on a form to be supplied by the Park City Business License [ClerkSpecialist](#), the following:

- A. The correct legal name of each applicant, corporation, partnership, limited partnership or entity doing Business under an assumed name.
- B. If the applicant is a corporation, partnership, or limited partnership, or individual or entity doing Business under an assumed name, the information required below for individual Applicants shall be submitted for each partner and each principal of an Applicant and for each officer or director. Any holding company, or any entity holding more than ten percent (10%) of an Applicant, shall be considered an Applicant for purposes of disclosure under this Chapter.
- C. All corporations, partnerships, or non-corporate entities included on the application shall also identify each individual authorized by the corporation, partnership, or non-corporate entity to sign the checks for such corporation, partnership, or non-corporate entity.
- D. For all Applicants the application must also state:
 - 1. Any other names or aliases used by the individual;
 - 2. Present physical address and telephone number of the Business Premises;
 - 3. Any internet websites that the Business operates;
 - 4. Present residence and telephone number;
 - 5. Utah driver license or identification number; and
 - 6. Social security number.
- E. Acceptable written proof that any individual is at least twenty-one (21) years of age;
- F. In the event the applicant is not the owner of record of the real property upon which the Business or proposed Business is or is to be located, the application must be accompanied by a notarized statement from the legal or equitable owner of the possessory interest in the property specifically acknowledging the type of Business for which the applicant seeks a license for the property. In addition to furnishing such notarized statement, the applicant shall furnish the name, address, and phone number of the owner of record of the property, as well as the copy of the lease or rental agreement pertaining to the premises in which the service is or will be located;
- G. A description of the services to be provided by the Business, with sufficient detail to allow reviewing authorities to determine what Business will be transacted on the premises, together with a schedule of usual fees for services to be charged by the licensee and any rules, regulations or employment guidelines under or by which the Sexually Oriented Business intends to operate.

This description shall also include:

1. The hours that the Business or service will be open to the public and the methods of promoting the health and safety of Employees and patrons and preventing them from engaging in illegal activity;
 2. The methods of supervision preventing the Employees from engaging in acts of prostitution or other related criminal activities;
 3. The methods of supervising Employees and patrons to prevent employees and patrons from charging or receiving fees for services or acts prohibited by this Chapter or other statutes or ordinances;
 4. The methods of screening Employees and customers in order to promote the health and safety of Employees and customers and prevent the transmission of disease, and prevent the commission of acts of prostitution or other criminal activity.
- H. Each applicant is required to attach to the application form the additional items listed under Section 4-11-12.
- I. Each applicant is required to meet with the Police Chief or his/her designee.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-11 Employee License Application

1. Applications for an Employee license to work and/or perform services in a Sexually Oriented Business, whether original or renewal, must be made to the Park City Business License Clerk by the Person to whom the Employee license shall be issued. Each application for an Employee license shall be accompanied by payment of the application fee in full. Application forms shall be supplied by the Park City Business License Clerk. Applications must be submitted to the office of the Park City Business License Clerk during regular working hours. Each applicant shall be required to give the following information on the application form:
 1. The correct legal name of the applicant, and any other names or aliases used by the applicant or by which the applicant is known;
 2. Present residence address and telephone number;
 3. Present Business name, address, and telephone number;
 4. Utah driver license or identification number;
 5. Social security number;
 6. Age, date, and place of birth; and
 7. Height, weight, hair color, and eye color.
2. Each applicant shall provide acceptable written proof that the applicant is at least twenty-one (21) years of age;
3. Each applicant is required to attach to the application form the additional items listed under Section 4-11-12.
4. Each applicant is required to meet with the Police Chief or his/her designee and sign a statement of understanding of the applicable laws and regulations.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-12 Additional Application Requirements

Attached to the application form for any license under this Chapter shall be the following:

- A. Two (2) color photographs of the applicant clearly showing the individual's face and the individual's fingerprints on a form provided by the Park City Police Department. For Persons not residing in Park City, the photographs and fingerprints shall be on a form from the law enforcement jurisdiction where the Person resides. Fees for the photographs and fingerprints shall be paid by the applicant directly to the issuing agency;
- B. A statement detailing the license or permit history of the applicant for the five (5) year period immediately preceding the date of the filing of the application, including whether such applicant possessed or previously possessed any liquor licenses. The statement shall list all other jurisdictions in which the applicant owned or operated, or presently owns or operates a Sexually Oriented Business. The statement shall also state whether the applicant has ever had a license, permit, or authorization to do Business denied, revoked, or suspended in this or any other county, city, state, or territory. In the event of any such denial, revocation, or suspension, state the date, the name or issuing or denying jurisdiction, and state in full the reasons for the denial, revocation, or suspension. A copy of any order of denial, revocation, or suspension shall be attached to the application; and
- C. A statement detailing all criminal convictions, pleas of no contest except those which have been expunged, and pleas that are currently being held in abeyance and have not yet been dismissed, for the applicant, individual, or entity subject to disclosure under this Chapter for five (5) years prior to the date of the application. This disclosure shall include identification of all ordinance violations, excepting minor traffic offenses, any traffic offense designated as a felony shall not be construed as a minor traffic offense; stating the date, place, nature of each conviction, plea of no contest, except those which have been expunged, and plea that is currently being held in abeyance and has not yet been dismissed, and sentence of each conviction or other disposition; identifying the convicting jurisdiction and sentencing court and providing the court identifying case numbers or docket numbers.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-13 Consent For Background Check

Submission of an application for a Sexually Oriented Business license or Employee license shall constitute voluntary consent for criminal background checks by the Park City Police Department, the Utah Bureau of Criminal Identification, and the Federal Bureau of Investigation pursuant to any proceeding involving the Sexually Oriented Business license or Employee license.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-14 False Or Misleading Information; Disclosure

It is unlawful to knowingly:

- A. Submit false or materially misleading information on a Sexually Oriented Business license or Employee license application;
- B. Provide false or materially misleading information to a Park City Business License clerk or Police Chief or his/her designee for the purpose of obtaining a Sexually Oriented Business license; or
- C. Fail to disclose or omit information for the purpose of obtaining a Sexually Oriented Business license or Employee license.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-15 Employment Or Persons Without Permits Unlawful

It is unlawful for any Sexually Oriented Business operating in or engaging employees in Park City, Utah, to employ, retain, or contract, or for any individual to be employed or contracted by a Sexually Oriented Business in the capacity of a Sexually Oriented Business Employee in Park City, Utah, unless that Employee first obtains and possesses a Sexually Oriented Business Employee license from Park City Municipal Corporation. It is not sufficient that the owner or employee of Sexually Oriented Business has a Business license in any other location or jurisdiction.

For purposes of this Chapter, all owners, corporations, partnerships, or anyone who has any ownership interest in the Sexually Oriented Business doing business in Park City, Utah, shall be criminally liable as a party to any violation of this Chapter. In addition, any manager or Person with supervisory status over the unlicensed Employee doing Business in Park City, Utah, shall be criminally liable as a party to any violation of this Chapter.

Any Employee who knowingly, intentionally, recklessly, or with criminal negligence introduces, furnishes, arranges, transports, assists, or refers, or offers to introduce, furnish, arrange, transport, assist, or refer any unlicensed Employee to provide, or for the purpose of providing, Escort Services in Park City, Utah, shall be criminally liable.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-16 Single Location And Name

- A. Conducting Business, as defined in this Title, under a license issued pursuant to this Chapter at any location other than the licensed Business Premises is unlawful. Any location to which telephone calls are automatically forwarded by such Business shall require a separate license.
- B. It is unlawful for any Sexually Oriented Business to do Business under any name other than the Business name specified in the application.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-17 License - Issuance Conditions

- A. The Park City Business License clerk or his/her designated representative, shall refer all applications for licenses to the Police Chief for his investigation and recommendations.
- B. The Police Chief shall recommend the approval of a license pursuant to this Chapter unless he/she finds one or more of the following:
 - 1. The applicant is under twenty-one (21) years of age;
 - 2. The applicant is overdue in payment to the City of taxes, fees, fines, or penalties assessed against the applicant or imposed upon the applicant in relation to a Sexually Oriented Business;
 - 3. The applicant has falsely answered a material question or request for information as authorized by this Chapter;
 - 4. The applicant has violated a provision of this Chapter or similar provisions found in statutes or ordinances from any jurisdiction within two (2) years immediately preceding the application. A criminal conviction for a violation of a provision of this Chapter or

- similar provisions from any jurisdiction, whether or not being appealed, is conclusive evidence of a violation, but a conviction is not necessary to prove a violation;
5. The Business Premises to be used has been disapproved by the Summit County Health Department, the Fire Marshal, the building officials, or the zoning officials as not being in compliance with applicable laws and ordinances of the City. If any of the foregoing reviewing agencies cannot complete their review within the thirty (30) day approval or denial period, the agency or department may obtain an extension of time of no more than fifteen (15) days for review;
 6. All required License Fees have not been paid;
 7. All applicable sales and use taxes have not been paid;
 8. An applicant for the proposed Business is in violation of or not in compliance with this Chapter or similar provisions found in state statutes or ordinances from any other jurisdiction;
 9. An applicant has been convicted or pled nolo contendere to a crime involving:
 1. Prostitution; exploitation of prostitution; aggravated promotion of prostitution; aggravated exploitation of prostitution; solicitation of sex acts; sex acts for hire; compelling prostitution; aiding prostitution; sale, distribution, or display of material harmful to minors; sexual performance by minors; contributing to the delinquency of a minor; possession of child pornography; lewdness; obscenity; indecent exposure; any crime involving sexual abuse or exploitation of a child; sexual assault or aggravated sexual assault; rape; forcible sodomy; forcible sexual abuse; incest; harboring a runaway child; any felony; any violation under the Utah Controlled Substances Act or substantially similar state or federal statute; any crime of violence; criminal attempt, conspiracy, or solicitation to commit any of the foregoing offenses or offenses involving similar elements from any jurisdiction, regardless of the exact title of the offense; for which:
 1. Less than two (2) years have elapsed from the date of conviction, if the conviction is of a misdemeanor offense, or less than five (5) years if the convictions are of two (2) or more misdemeanors within the five (5) years; or
 2. Less than five (5) years have elapsed from the date of conviction if the offense is a felony;
 2. The fact that a conviction is being appealed shall have no effect on the disqualification pursuant to this Chapter.
 10. An applicant has not provided the Park City Business License Clerk with a complete application. An application is not complete until the applicant has provided all applicable requirements of Sections 4-11-10, 4-11-11, and 4-11-12; met with the Police Chief or his/her designee; and paid all fees.
- C. The Police Chief shall make a report of his findings to the Park City Business License Clerk together with his recommendation, if any, within forty-five (45) days of receipt of a completed application including payment of all fees. If the Police Chief or his/her designee cannot complete his/her review within the forty-five (45) day approval or denial period, the Police Chief or his/her designee may obtain an extension of time of no more than fifteen (15) days for his/her review. The total time for the City to approve or deny a license shall not exceed sixty (60) days from the receipt of a completed application and payment of all fees.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-18 Possession And Display Of Employee License

It is unlawful for any individual licensed pursuant to this Chapter to fail to, at all times while engaged in licensed activities within the corporate boundaries of the City, carry their Park City Municipal Corporation Sexually Oriented Business license on their Person. If the individual is Semi-Nude, such license shall be visibly displayed within the same room as the Employee is performing. When requested by police, City licensing or other enforcement personnel or health official, it is unlawful to fail to show the appropriate licenses while engaged in licensed activities within the corporate boundaries of the City.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-19 Changes In Information

Any change in the information required to be submitted under this Chapter for a Sexually Oriented Business license shall be given, in writing, to the Park City Business License Clerk, within fourteen (14) days after such change.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-20 Transfer Limitations

Sexually Oriented Business licenses granted under this Chapter are not transferable. It is unlawful for an individual to transfer a Sexually Oriented Business license. It shall be unlawful for a Sexually Oriented Business license held by a corporation, partnership, or other non-corporate entity to transfer any part in excess of ten percent (10%) thereof, without filing a new application and obtaining prior City approval. If any transfer of the controlling interest in a Sexually Oriented Business licensee occurs, the license is immediately null and void and the Sexually Oriented Business shall not operate in Park City, Utah, until a separate new license has been properly issued by the City as herein provided.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-21 General Regulations

It is unlawful for any Sexually Oriented Business to:

- A. Allow Persons under the age of eighteen (18) years, or the age of twenty one (21) years if required by applicable liquor ordinance, on the Business Premises, except that in Adult Businesses, which exclude minors from less than all of the Business Premises, minors shall not be permitted in excluded areas;
- B. Allow, offer, or agree to conduct any Escort Services with Persons under the age of eighteen (18) years;
- C. Allow, offer, or agree to allow any alcohol being stored, used, or consumed on or in the Business Premises;
- D. Allow the outside door to the premises to be locked while any customer is in the Business Premises;
- E. Allow, offer, or agree to gambling on the Business Premises;
- F. Allow, offer, or agree to any Employee of a Sexually Oriented Business touching any patron or customer;

- G. Allow, offer, or agree to illegal possession, use, sale, or distribution of controlled substances on the Business Premises;
- H. Allow Sexually Oriented Business Employees to possess, use, sell, or distribute controlled substances, while engaged in the activities of the Business;
- I. Allow, offer, or agree to commit prostitution, solicitation of prostitution, solicitation of a minor or committing activities harmful to a minor to occur on the Business Premises, or in the event of an Escort or Escort Services, the Escort or Employee committing, offering, or agreeing to commit prostitution, attempting to commit prostitution, soliciting prostitution, soliciting a minor, or committing activities harmful to a minor;
- J. Allow, offer, commit, or agree to any specified sexual activity in the presence of any customer or patron;
- K. Allow, offer, or agree to allow a patron or customer to commit Specified Sexual Activities in the presence of an Employee or on the Business Premises;
- L. Allow, offer, or agree to any Employee of a Sexually Oriented Business appearing before any customer or patron in a State of Nudity, unless licensed as an Adult Theater;
- M. Allow, offer, or agree that any Employee of a Sexually Oriented Business should appear before any customer or patron in a State of Partial Nudity without their employee license on their Person or in their immediate control.
- N. Allow, offer, or agree to commit an act of lewdness as defined in Section 8-4-20 of this Code; or
- O. Not permit the Police Department or other proper City official to have access at all times to all premises licensed or applying for a license under this Chapter, or to make periodic inspection of said Business Premises whether the officer or official is in uniform or plain clothes.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-22 Escort Service Operation Requirements

It is unlawful for any Business or Employee providing Escort Services contracted for or provided in Park City, to fail to comply with the following requirements:

- A. All businesses licensed to provide Escort Services pursuant to this Chapter shall provide to each patron a written contract in receipt of consideration for services. The contract shall clearly state the type of services to be ~~performed~~,performed; the length of time such services shall be performed, the total amount such services shall cost the patron, and any special terms or conditions relating to the services to be performed. The contract need not include the name of the patron. The Business Operator shall keep and maintain a copy of each written contract entered into pursuant to this Section for a period of not less than one (1) year from the date of provision of services. The contracts shall be numbered and entered into a register listing the contract number, name, names of all Employees involved in the contract and pecuniary compensation paid.
- B. All Escort Services licensed pursuant to this Chapter shall maintain an open office at which at least one (1) responsible Employee conducts the affairs of the Business and acts as manager and

licensee's designated agent and may be personally contacted during all hours Escorts are working. The address and phone number of the Business Premises shall appear and be included in all patron contracts and published advertisements.

- C. Escort Services shall not advertise in such a manner that would lead a reasonably prudent Person to conclude that Specified Sexual Activities would be performed by the Escort. The Business Operator shall keep and maintain copies of all published advertisements for a period not less than one (1) year from the date of publishing.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-23 Adult Business, Design Of Premises

- A. In addition to the general requirements of disclosure for a Sexually Oriented Business, any applicant for a license as an Adult Business shall also submit a diagram, drawn to scale, of the Business Premises of the license. The design and construction, prior to granting a license or opening for Business shall conform to the following:
 - 1. The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms;
 - 2. Restrooms may not contain any video reproduction equipment or any of the Business merchandise. Signs shall be posted requiring only one (1) Person be allowed in the restroom per stall and only one (1) Person in any stall at a time and requiring that patrons shall not be allowed access to manager's station areas;
 - 3. For businesses which exclude minors from the entire premises all windows, doors, and other apertures to the premises shall be darkened or otherwise constructed to prevent anyone outside the premises from seeing the inside of the premises. Businesses, which exclude minors from less than all of the premises shall be designed and constructed so that minors may not see into the area from which they are excluded;
 - 4. The diagram must show marked internal dimensions, all overhead lighting fixtures and ratings for illumination capacity.
- B. It shall be the duty of licensee and licensee's Employees to insure that the views from the manager's station of all areas specified in Section (A)(1) above remain unobstructed by any doors, walls, merchandise, display racks or any other materials, at all times that any patron is present in the premises, and to insure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted.
- C. The premises shall at all times be equipped and operated with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than one (1) foot candle measured at floor level. It shall be the duty of licensee and licensee's Employees present on the premises to insure that the illumination described above is maintained at all times that any patron is present in the premises.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-24 Semi-Nude Entertainment Business; Interior Design

Adult Theaters shall require that the performance area shall be separated from the patrons by a minimum of three feet (3'), which separation shall be delineated by a physical barrier at least three feet (3') high. It is unlawful for Business Premises licensed for Semi-Nude Entertainment to:

- A. Permit a bed, sofa, mattress, or similar item in any room on the premises, except that a sofa may be placed in a reception room open to the public or in any office to which patrons are not admitted, and except that in an Adult Theater such items may be on the stage as part of a performance;
- B. Allow any door on any room used for the Business, except for the door to an office to which patrons shall not be admitted, outside doors and restroom doors to be lockable from the inside;
- C. Provide any room in which the Employee or Employees and the patron or patrons are alone together without a separation by a solid physical barrier at least three feet (3') high and six inches (6") wide. The patron or patrons shall remain on one side of the barrier and the Employee or Employees shall remain on the other side of the barrier;

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-25 Alcohol Prohibited

It is unlawful for any Business licensed pursuant to this Chapter to allow the sale, storage, supply, or consumption of alcoholic beverages on the Business Premises. It is unlawful for any Person to possess or consume any alcoholic beverage on the Business Premises of any Sexually Oriented Business.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-26 Severability

In the event that any provision of this Chapter is declared invalid for any reason, the remaining provisions shall remain in effect.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

4-11-27 Compliance By Present Licensees

Any Person, firm, or corporation which held any Business license from Park City which lawfully permits the activities regulated hereby or was doing Business on the effective date of this amendment, shall have forty-five (45) days from the effective date of this amendment to submit the application required in this Chapter or be deemed as operating as Sexually Oriented Business without a license. Additionally, Employees of Business designated by this Chapter who are required to obtain an Employee license shall have forty-five (45) days from passage of this amendment to submit application for an employee license or be deemed as operating without a license.

HISTORY

Adopted by Ord. 2017-51 on 10/5/2017

Exhibit C

Ordinance No. 2019-25

AN ORDINANCE AMENDING MUNICIPAL CODE TITLE 4B, FRANCHISED UTILITIES AND TAXES

WHEREAS, Park City has an interest in promoting public health, safety, and welfare, and

WHEREAS, the City Council finds that it is in the public interest to clarify and refine the written laws, regulations, and ordinances contained in Title IV-B of the Municipal Licensing Code so that citizens can easily access information, and;

WHEREAS, the City Council finds the proposed amendments in the best interest of the residents of Park City as they will increase transparency, and align with the current Utah Code.

WHEREAS, a public hearing was duly advertised and held on April 18, 2019;

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

Section I: Approval of Amendments to Title 4B. Title 4B, Franchised Utilities and Taxes, is hereby amended as redlined in Exhibit C.

Section II: Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 18rd DAY OF April, 2019.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

4B Franchised Utilities And Taxes

- [4B-1 Franchised Utilities And Cable Television Operator](#)
- [4B-2 Telecommunications And Rights-Of-Way](#)
- [4B-3 Sales And Use Tax](#)
- [4B-4 Telecommunications Tax](#)
- [4B-5 Municipal Energy Sales And Use Tax](#)
- [4B-6 Resort Communities Sales Tax](#)

4B-1 Franchised Utilities And Cable Television Operator

- [4B-1-1 Business License Required](#)
- [4B-1-2 Franchise License Fee](#)
- [4B-1-3 Franchise License Fee Exclusions](#)
- [4B-1-4 Payment Of Franchise License Fee](#)
- [4B-1-5 Penalty](#)

4B-1-1 Business License Required

All franchised utilities and cable television operators must obtain from the City a license to do business within the City. It shall be unlawful for a franchised utility or cable television operator to conduct business in Park City without a license. The City shall not charge a business license fee, but the fees for the franchise license amount below and any franchise fee imposed by virtue of a franchise agreement must be timely paid to receive a business license.

Adopted by Ord. 2017-51 on 10/5/2017

4B-1-2 Franchise License Fee

~~There A franchise license fee~~ is hereby imposed on all franchised utilities, ~~except 'energy suppliers' taxed pursuant to Chapter 4B-5 of this Title, telecommunications providers taxed pursuant to Chapter 4B-4 of this Title,~~ and cable television operators who conduct business within the City unless excluded under Section 4B-1-3 with a franchise license. The franchise license fee shall be three and one-half percent (3.5%) of the gross revenue of the franchised utility or cable television operator derived from the sale of its service or product within Park City's corporate limits. For purposes of this Chapter, gross revenue, shall include all revenue generated from the sale of the franchisee's product or service. The franchise fee imposed by other ordinances as a consideration for granting the franchises shall be excluded from the gross revenue.

Adopted by Ord. 2017-51 on 10/5/2017

4B-1-3 Franchise License Fee Exclusions

This franchise license fee shall not apply to 'energy suppliers' taxed pursuant to Chapter 4B-5 of this Title, telecommunications providers taxed pursuant to Chapter 4B-4 of this Title, or revenue derived from the sale of household appliances by a franchisee, service of appliances, or to the sale or rental of telephone switching equipment not included in "exchange access service".

Adopted by Ord. 2017-51 on 10/5/2017

4B-1-4 Payment Of Franchise License Fee

The franchise license fee is payable in monthly installments which shall be due on or before the 15th day of the month following the billing cycle of the utility or cable television operator. The fee shall be paid on the basis of the preceding month's actual collections. A service charge of one and a half percent (1.5%) per month of the total amount due may be imposed on late payments.

Adopted by Ord. 2017-51 on 10/5/2017

4B-1-5 Penalty

The operation of a franchised utility or cable television business within Park City without paying the required fees shall be a Class "B" misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000.00) for each day of each violation and imprisonment of the corporate officials responsible for the violation for not more than six months in the County jail for each day of each violation. These criminal penalties are in addition to, and not in lieu of a civil action to recover the franchise license fee due, or a civil action to terminate the franchise. Each connection to the utility or cable television system through which service is provided by the franchisee is hereby deemed a separate transaction or sale, and each such sale, while unlicensed, shall constitute a separate violation.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2 Telecommunications And Rights-Of-Way

- 4B-2-1 Scope Of Ordinance
- 4B-2-2 Defined Terms
- 4B-2-3 Franchise Required
- 4B-2-4 Compensation And Other Payments
- 4B-2-5 Franchise Applications
- 4B-2-6 Construction And Technical Requirements
- 4B-2-7 Franchise And License Non-Transferable
- 4B-2-8 Oversight And Regulation
- 4B-2-9 Rights Of City
- 4B-2-10 Obligation To Notify
- 4B-2-11 General Provisions
- 4B-2-12 Federal, State, And City Jurisdiction

4B-2-1 Scope Of Ordinance

This ordinance shall provide the basic local scheme for providers of telecommunications services and systems that require the use of the rights-of way, including providers of both the system and service, those providers of the system only, and those providers who do not build the system but who only provide services. This ordinance shall apply to all future providers and to all providers in the City prior to the effective date of this ordinance, whether operating with or without a franchise as set forth in Section 4B-2-12(B). This ordinance shall not apply to cable television operators otherwise regulated by a franchise granted by the City, nor personal wireless service facilities. Providers excused by other law that prohibits the City from requiring a franchise shall not be required to obtain a franchise, but all of the requirements imposed by this ordinance through the exercise of the City's police power and not preempted by other law shall be applicable.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-2 Defined Terms

- A. **APPLICATION**. The process by which a provider submits a request and indicates a desire to be granted a franchise to utilize the rights-of-way of all, or a part, of the City. An application includes all written documentation, verbal statements, and representations, in whatever form or forum, made by a provider to the City concerning: the construction of a telecommunications system over, under, on, or through the rights-of-way; the telecommunications services proposed to be provided in the City by a provider; and any other matter pertaining to a proposed system or service.

- B. **CITY**. Park City, Utah.
- C. **COMPLETION DATE**. The date that a provider begins providing services to customers in the City.
- D. **CONSTRUCTION COSTS**. All costs of constructing a system, including make ready costs, other than engineering fees, attorneys or accountants fees, or other consulting fees.
- E. **CONTROL OR CONTROLLING INTEREST**. Actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the system or of a provider. A rebuttable presumption of the existence of control or a controlling interest shall arise from the beneficial ownership, directly or indirectly, by any person, or group of persons acting in concert, of more than twenty-five percent (25%) of any provider, which person or group of persons is hereinafter referred to as "controlling person". "Control" or "controlling interest" as used herein may be held simultaneously by more than one person or group of persons.
- F. **FCC**. The Federal Communications Commission, or any successor thereto.
- G. **FRANCHISE**. The rights and obligation extended by the City to a provider to own, lease, construct, maintain, use, or operate a system in the rights-of-way within the boundaries of the City. Any such authorization, in whatever form granted, shall not mean or include:
1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City required by the ordinances and laws of the City;
 2. Any other permit, agreement, or authorization required in connection with operations on rights-of-way or public property including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the City or a private entity, or for excavating or performing other work in or along the rights-of-way.
- H. **FRANCHISE AGREEMENT**. A contract entered into in accordance with the provisions of this ordinance between the City and a franchisee that sets forth, subject to this ordinance, the terms and conditions under which a Franchise will be exercised.
- I. **INFRASTRUCTURE PROVIDER**. A person providing to another, for the purpose of providing telecommunication services to customers, all or part of the necessary system, which uses the rights-of-way.
- J. **OPEN VIDEO SERVICE**. Any video programming services provided to any Person through the use of rights-of-way, by a provider that is certified by the FCC to operate an open video system pursuant to 47 U.S.C. 521 et seq., regardless of the system used.

- K. **OPEN VIDEO SYSTEM**. The system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, or facilities designed and constructed for the purpose of producing, receiving, amplifying, or distributing open video services to or from subscribers or locations within the City.
- L. **OPERATOR**. Any person who provides service over a telecommunications system and directly or through one or more persons owns a controlling interest in such system, or who otherwise controls or is responsible for the operation of such a system.
- M. **ORDINANCE OR TELECOMMUNICATIONS ORDINANCE**. This telecommunications ordinance concerning the granting of franchises in and by the City for the construction, ownership, operation, use, or maintenance of a telecommunications system.
- N. **PERSON**. Includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the City.
- O. **PERSONAL WIRELESS SERVICES FACILITIES**. Has the same meaning as provided in Section 704 of the Act (47 U.S.C. 332(c)(7)(c)), which includes what is commonly known as cellular and PCS Services that do not install any system or portion of a system in the rights-of-way.
- P. **PROVIDER**. An operator, infrastructure provider, reseller, or system lessee.
- Q. **PSC**. The Public Service Commission, or any successor thereto.
- R. **RESELLER**. Any person that provides local exchange service over a system for which a separate charge is made, where that person does not own or lease the underlying system used for the transmission.
- S. **RIGHTS-OF-WAY**. The surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing, and owned by or otherwise dedicated to the City.
- T. **SIGNAL**. Any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information in either analog or digital format.
- U. **SYSTEM OR TELECOMMUNICATIONS SYSTEM**. All conduits, manholes, poles, antennas, transceivers, amplifiers, and all other electronic devices, equipment, wire and appurtenances owned, leased, or used by a provider, located in the rights-of-way and utilized in the provision of services, including fully digital or analog, voice, data and video imaging and other enhanced telecommunications services. Telecommunications system or systems also

includes an open video system.

- V. **SYSTEM LESSEE**. Any person that leases a system or a specific portion of a system to provide services.
- W. **TELECOMMUNICATIONS**. The transmission, between or among points specified by the user, of information of the user's choosing, e.g., data, video, and voice, without change in the form or content of the information sent and received.
- X. **TELECOMMUNICATIONS SERVICES OR SERVICES**. Any telecommunications services provided by a provider within the City that the provider is authorized to provide under federal, state, and local law, and any equipment and/or facilities required for and integrated with the services provided within the City, except that these terms do not include "cable service" as defined in the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. 521, et seq., and the Telecommunications Act of 1996. Telecommunications system or systems also includes an open video system.
- Y. **WIRE**. Fiber optic telecommunications cable, wire, coaxial cable, or other transmission medium that may be used in lieu thereof for similar purposes.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-3 Franchise Required

- A. **NON-EXCLUSIVE FRANCHISE**. The City is empowered and authorized to issue non-exclusive franchises governing the installation, construction, and maintenance of systems in the City's rights-of-way, in accordance with the provisions of this ordinance. The franchise is granted through a franchise agreement entered into between the City and provider.
- B. **EVERY PROVIDER MUST OBTAIN**. Except to the extent preempted by federal or state law, as ultimately interpreted by a court of competent jurisdiction, including any appeals, every provider must obtain a franchise prior to constructing a telecommunications system or providing telecommunications services using the rights-of-way, and every provider must obtain a franchise before constructing an open video system or providing open video services via an open video system. Any open video system or service shall be subject to the customer service and consumer protection provisions applicable to the cable TV companies to the extent the City is not preempted or permitted as ultimately interpreted by a court of competent jurisdiction, including any appeals. The fact that particular telecommunications systems may be used for multiple purposes does not obviate the need to obtain a franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide telecommunications services over the same system, must also obtain a telecommunications franchise.
- C. **NATURE OF GRANT**. A franchise shall not convey title, equitable or legal, in the rights-of-way. A franchise is only the right to occupy rights-of-way on a non-exclusive basis for the limited

purposes and for the limited period stated in the franchise; the right may not be subdivided, assigned, or subleased. A franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the City's property. The franchise agreement may impose additional limitations upon the provider, such as location of utilities. This section shall not be construed to prohibit a provider from leasing conduit to another provider, so long as the lessee has obtained a franchise from the City.

- D. **CURRENT PROVIDERS.** Except to the extent exempted by federal or state law, any provider acting without a franchise on the effective date of this ordinance shall request issuance of a franchise from the City within ninety (90) days of the effective date of this ordinance. If such request is made, the provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a franchise is not granted, the provider shall comply with the provisions of Section 4B-2-9 of this Code.
- E. **NATURE OF FRANCHISE.** The franchise granted by the City under the provisions of this ordinance shall be a nonexclusive franchise providing the right and consent to install, repair, maintain, remove, and replace its system on, over, and under the rights-of-way in order to provide services, unless otherwise specified by the franchise agreement.
- F. **REGULATORY APPROVAL NEEDED.** Before offering or providing any services pursuant to the franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations, or licenses for the offering or provision of such services from the appropriate federal, state and local authorities, if required, and shall submit to the City upon the written request of the City evidence of all such approvals, permits, authorizations, or licenses.
- G. **TERM.** No franchise issued pursuant to this ordinance shall have a term of less than five (5) years or greater than fifteen (15) years. Each franchise shall be granted in a nondiscriminatory manner.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-4 Compensation And Other Payments

- A. **TELECOMMUNICATIONS TAX.** As provided for in Chapter 4B-4 of this Title.
- B. **APPLICATION FEE.** In order to offset the cost to the City to review an application for a franchise and in addition to all other fees, permits, or charges, a provider shall pay to the City at the time of application, five hundred dollars (\$500) as a non-refundable application fee.
- C. **EXCAVATION PERMITS.** The provider shall also pay fees required for an excavation permit as provided in the City's Fee Resolution or applicable Code.
- D. **FUTURE COSTS.** A provider shall pay to the City or to third parties, at the direction of the City, an amount equal to the reasonable costs and reasonable expenses that the City incurs for the

services of third parties, including but not limited to attorneys and other consultants, in connection with any renewal or provider-initiated renegotiation, or amendment of this ordinance or a franchise, provided, however, that the parties shall agree upon a reasonable financial cap at the offset of negotiations. In the event the parties are unable to agree, either party may submit the issue to binding arbitration in accordance with the rules and procedures of the American Arbitration Association.

- E. **CONTINUING OBLIGATION AND HOLDOVER.** In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this ordinance and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the City as a result of such continued operation after the term, including, but not limited to, damages and restitution.
- F. **COSTS OF PUBLICATION.** A provider shall assume any publication costs associated with its franchise that may be required by law.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-5 Franchise Applications

- A. **FRANCHISE APPLICATION.** To obtain a franchise to construct, own, maintain, or provide services through any system within the City, to obtain a renewal of a franchise granted pursuant to this ordinance, or to obtain the City approval of a transfer of a franchise, as provided in Section 4B-2-7 of this Code, granted pursuant to this ordinance, an application must be filed with the City. The application form may be changed by the City Manager so long as such changes request information that is consistent with this ordinance.
- B. **APPLICATION CRITERIA.** In making a determination as to an application filed pursuant to this ordinance, the City may, but shall not be limited to, request the following from the provider:
1. A copy of the order from the PSC granting a Certificate of Convenience and Necessity.
 2. Certification of the provider's financial ability to compensate the City for provider's intrusion, maintenance, and use of the rights-of-way during the franchise term proposed by the provider;
 3. Provider's agreement to comply with the requirements of Section 4B-2-6 of this ordinance.
- C. **FRANCHISE DETERMINATION.** The City, in its discretion, shall determine the award of any franchise on the basis of these and other considerations relevant to the use of the rights-of-way, without competitive bidding.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-6 Construction And Technical Requirements

- A. **GENERAL REQUIREMENT.** No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this **Section** governing construction and technical requirements for its system, in addition to any other reasonable requirements or procedures specified by the City or the franchise, including requirements regarding locating and sharing in the cost of locating portions of the system with other systems or with City utilities. A provider shall obtain an excavation permit before commencing any work in the rights-of-way.
- B. **QUALITY.** All work involved in the construction, maintenance, repair, upgrade, and removal of the system shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality, and in accordance with the City's design standards, construction specifications, and latest edition standard drawings. If, at any time, it is determined by the FCC or any other agency granted authority by federal law or the FCC to make such determination, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety, or welfare, or quality of service or reliability, then a provider shall, at its own cost and expense, promptly correct all such conditions.
- C. **LICENSES AND PERMITS.** A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, maintain, upgrade, or repair the system, including but not limited to any necessary approvals from persons and/or the City to use private property, easements, poles, and conduits. A provider shall obtain any required permit, license, approval, or authorization, including but not limited to excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval, or authorization is required.
- D. **RELOCATION OF THE SYSTEM.**
1. **NEW GRADES OR LINES.** If the grades or lines of any rights-of-way are changed at any time in a manner affecting the system, then a provider shall comply with the requirements of the excavation ordinance or other applicable City regulation.
 2. **THE CITY AUTHORITY TO MOVE SYSTEM IN CASE OF AN EMERGENCY.**
The City may, at any time, in case of fire, disaster, or other emergency, as determined by the City in its reasonable discretion, cut or move any parts of the system and appurtenances on, over, or under the rights-of-way of the City, in which event the City shall not be liable therefore to a provider.

The City shall notify a provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this **Section**. Notice shall be given as provided in Section 4B-2-11 of this Code.
 3. **A PROVIDER REQUIRED TO TEMPORARILY MOVE SYSTEM FOR THIRD PARTY.** A provider shall, upon prior reasonable written notice by the City or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person other than the City for any such movement of its systems.

4. **RIGHTS-OF-WAY CHANGE - OBLIGATION TO MOVE SYSTEM.** When the City is changing a rights-of-way and makes a written request, a provider is required to move or remove its system from the rights-of-way, without cost to the City, to the extent provided in the excavation ordinance. This obligation does not apply to systems originally located on private property pursuant to a private easement, which property was later incorporated into the rights-of-way, if that private easement grants a superior vested right.

This obligation exists whether or not the provider has obtained an excavation permit.

5. **PROTECT STRUCTURES.** In connection with the construction, maintenance, repair, upgrade, or removal of the system, a provider shall, at its own cost and expense, protect any and all existing structures belonging to the City and any historically significant structure or building, as designated by the Historic District Commission. A provider shall obtain the prior written consent of the City to alter any water main, power facility, sewerage or drainage system, or any other municipal structure on, over, or under the rights-of-way of the City required because of the presence of the system. Any such alteration shall be made by the City or its designee on a reimbursable basis. A provider agrees that it shall be liable for the costs incurred by the City to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the City, any municipal structure or any other rights-of-way of the City involved in the construction, maintenance, repair, upgrade, or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a provider pursuant to the franchise.
6. **NO OBSTRUCTION.** In connection with the construction, maintenance, upgrade, repair, or removal of the system, a provider shall not unreasonably obstruct the rights-of-way of fixed guide way systems, railways, passenger travel, or other traffic to, from, or within the City without the prior consent of the appropriate authorities.
7. **SAFETY PRECAUTIONS.** A provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel, and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A provider shall comply with all applicable federal, state and local requirements including but not limited to the National Electric Safety Code.
8. **REPAIR.** After written reasonable notice to the provider, unless, in the sole determination of the City, an imminent danger exists, any rights-of-way within the City which are disturbed or damaged during the construction, maintenance or reconstruction by a provider of its system may be repaired by the City at the provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the City shall submit to such a provider an itemized statement of the cost for repairing and restoring the rights-of-ways intruded upon.

The provider shall, within thirty (30) days after receipt of the statement, pay to the City the entire amount thereof.

9. **SYSTEM MAINTENANCE.** A provider shall:
 - a. Install and maintain all parts of its system in a non-dangerous condition throughout the entire period of its franchise;
 - b. Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the National Electrical Safety Code and all applicable other federal, state, and local laws or regulations;
 - c. At all reasonable times, permit examination by any duly authorized representative of the City of the system and its effect on the rights-of-way.
10. **TRIMMING OF TREES.** A provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over rights-of-way so as to prevent the branches of such trees from coming in contact with its system. See Title 14, Trees/Landscaping.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-7 Franchise And License Non-Transferable

A. NOTIFICATION OF SALE.

1. **NOTIFICATION AND ELECTION.** When a provider is the subject of a sale, transfer, lease, assignment, sublease or disposed of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, such that it or its successor entity is obligated to inform or seek the approval of the PSC, the provider or its successor entity shall promptly notify the City of the nature of the transaction. The notification shall include either:
 - a. The successor entity certification that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement; or
 - b. The successor entity application in compliance with Section 4B-2-5 of this ordinance.
2. **TRANSFER OF FRANCHISE.** Upon receipt of a notification and certification in accordance with Section 4B-2-7(A)(1) of this ordinance, the City designee, as provided in Section 4B-2-9(A)(1) of this ordinance, shall send notice affirming the transfer of the franchise to the successor entity. If the City has good cause to believe that the successor entity may not comply with this ordinance or the franchise agreement, it may require an application for the transfer. The application shall comply with Section 4B-2-5 of this ordinance.
3. **IF PSC APPROVAL NO LONGER REQUIRED.** If the PSC no longer exists, or if its regulations or state law no longer require approval of transactions described in Section 4B-2-7(A) of this Code, and the City has good cause to believe that the successor entity may not comply with this ordinance or the franchise agreement, it may require an application. The application shall comply with Section 4B-2-5 of this ordinance.

- B. **EVENTS OF SALE.** The following events shall be deemed to be a sale, assignment, or other transfer of the franchise requiring compliance with Section 4B-2-7(A)(1):
1. The sale, assignment, or other transfer of all or a majority of a provider's assets to another person;
 2. The sale, assignment, or other transfer of capital stock or partnership, membership, or other equity interests in a provider by one (1) or more of its existing shareholders, partners, members, or other equity owners so as to create a new controlling interest in a provider;
 3. The issuance of additional capital stock or partnership, membership, or other equity interest by a provider so as to create a new controlling interest in such a provider; or
 4. The entry by a provider into an agreement with respect to the management or operation of such provider or its system.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-8 Oversight And Regulation

- A. **INSURANCE, INDEMNITY, AND SECURITY.** Prior to the execution of a franchise, a provider will deposit with the City an irrevocable, unconditional letter of credit as required by the terms of the franchise, and shall obtain and provide proof of the insurance coverage required by the Franchise. A provider shall also indemnify the City as set forth in the franchise.
- B. **OVERSIGHT.** The City shall have the right to oversee, regulate, and inspect periodically the construction, maintenance, and upgrade of the system, and any part thereof, in accordance with the provisions of the franchise and applicable law. A provider shall establish and maintain managerial and operational records, standards, procedures, and controls to enable a provider to prove, in reasonable detail, to the satisfaction of the City at all times throughout the term, that a provider is in compliance with the franchise. A provider shall retain such records for not less than the applicable statute of limitations.
- C. **MAINTAIN RECORDS.** A provider shall at all times maintain:
1. On file with the City, a full and complete set of plans, records and "as-built" hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the City's existing GIS system, of all existing and proposed installations and the types of equipment and systems installed or constructed in the rights-of-way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks which shall include annotations of all rights-of-ways where work will be undertaken.
- As used herein, "as-built" maps include file construction prints. Maps shall be drawn to scale. "As-built" maps, including the compatible electronic format, as provided above, shall be submitted within thirty (30) days of completion of work or within thirty (30) days after completion of modification and repairs.

As- built maps are not required of the provider who is the incumbent local exchange carrier for the existing system to the extent they do not exist.

2. Throughout the term of the franchise, a provider shall maintain complete and accurate books of account and records of the business, ownership, and operations of a provider with respect to the system in a manner that allows the City at all times to determine whether a provider is in compliance with the franchise. Should the City reasonably determine that the records are not being maintained in such a manner, a provider shall alter the manner in which the books and/or records are maintained so that a provider comes into compliance with this Section. All financial books and records which are maintained in accordance with the regulations of the FCC and any governmental entity that regulates utilities in the State of Utah, and generally accepted accounting principles shall be deemed to be acceptable under this Section.
- D. **CONFIDENTIALITY.** If the information required to be submitted is proprietary in nature or must be kept confidential by federal, state, or local law, upon proper request by a provider, such information shall be classified as a Protected record within the meaning of the Utah Government Records Access and Management Act ('GRAMA'), making it available only to those who must have access to perform their duties on behalf of the City, provided that a provider notifies the City of, and clearly labels the information which a provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the provider.
- E. **PROVIDER'S EXPENSE.** All reports and records required under this ordinance shall be furnished at the sole expense of a provider, except as otherwise provided in this ordinance or a franchise.
- F. **RIGHT OF INSPECTION.** For the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the City at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records, provided that the City shall not audit the books and records of the provider more often than annually. The provider agrees to reimburse the City the reasonable costs of an audit if the audit discloses that the provider has paid ninety five percent (95%) or less of the compensation due the City for the period of such audit. In the event the accounting rendered to the City by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within thirty (30) calendar days of written notice, it being agreed that the City may accept any amount offered by the provider, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-9 Rights Of City

A. **ENFORCEMENT AND REMEDIES.**

1. **ENFORCEMENT - CITY DESIGNEE.** The City is responsible for enforcing and administering this ordinance, and the City or its designee, as appointed by the City Manager, is authorized to give any notice required by law or under any franchise agreement.

2. **ENFORCEMENT PROVISION.** Any franchise granted pursuant to this ordinance shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this ordinance, including, but not limited to, defining events of default, procedures for accessing the bond/security fund, and rights of termination or revocation.
- B. **FORCE MAJEURE.** In the event a provider's performance of any of the terms, conditions or obligations required by this ordinance or a franchise is prevented by a cause or event not within a provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this ~~S~~section, causes or events not within the control of a provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.
- C. **EXTENDED OPERATION AND CONTINUITY OF SERVICES.**
 1. **CONTINUATION AFTER EXPIRATION.** Upon either expiration or revocation of a franchise granted pursuant to this ordinance, the City shall have discretion to permit a provider to continue to operate its system or provide services for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. A provider shall continue to operate its system under the terms and conditions of this ordinance and the franchise granted pursuant to this ordinance.
 2. **CONTINUATION BY INCUMBENT LOCAL EXCHANGE CARRIER.** If the provider is the incumbent local exchange carrier, it shall be permitted to continue to operate its system and provide services without regard to revocation or expiration, but shall be obligated to negotiate a renewal in good faith.
- D. **REMOVAL OR ABANDONMENT OF FRANCHISE PROPERTY.**
 1. **ABANDONED SYSTEM.** In the event that:
 - a. The use of any portion of the system is discontinued for a continuous period of twelve (12) months, and thirty (30) days after no response to written notice from the City to the last known address of provider;
 - b. Any system has been installed in the rights-of-way without complying with the requirements of this ordinance or franchise; or
 - c. No franchise is granted, a provider, except the provider who is an incumbent local exchange carrier, shall be deemed to have abandoned such system.
 2. **REMOVAL OF ABANDONED SYSTEM.** The City, upon such terms as it may impose, may give a provider written permission to abandon, without removing, any system, or portion thereof, directly constructed, operated, or maintained under a franchise. Unless such permission is granted or unless otherwise provided in this ordinance, a provider shall remove within a reasonable time the abandoned system and shall restore, using prudent construction standards, any affected rights-of-way to their former state at the time such system was installed, so as not to impair their usefulness.

The City shall have the right to inspect and approve the condition of the rights-of-way cables, wires, attachments, and poles prior to and after removal. The liability, indemnity, and insurance provisions of this ordinance and any security fund provided in a franchise

shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this ~~S~~section.

3. **TRANSFER OF ABANDONED SYSTEM TO CITY.** Upon abandonment of any system in place, a provider, if required by the City, shall submit to the City a written instrument, satisfactory in form to the City, transferring to the City the ownership of the abandoned system.
4. **REMOVAL OF ABOVE-GROUND SYSTEM.** At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this ordinance, in any such case without renewal, extension, or transfer, the City shall have the right to require a provider to remove, at its expense, all above-ground portions of a system from the rights-of-way within a reasonable period of time, which shall not be less than one hundred eighty (180) days.

If the provider is the incumbent local exchange carrier, it shall not be required to remove its system, but shall negotiate a renewal in good faith, unless otherwise provided for in the franchise agreement.

5. **LEAVING UNDERGROUND SYSTEM.** Notwithstanding anything to the contrary set forth in this ordinance, a provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way or with the use thereof by any public utility, cable operator, or other person, unless otherwise provided for in the franchise agreement.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-10 Obligation To Notify

- A. **PUBLICIZING WORK.** Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance, and describe the work to be performed. Nothing herein authorizes the provider to trespass.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-11 General Provisions

- A. **CONFLICTS.** In the event of a conflict between any provision of this ordinance and a franchise entered pursuant to it, the provisions of this ordinance in effect at the time the franchise is entered into shall control.
- B. **SEVERABILITY.** If any provision of this ordinance is held by any federal, state or local court of competent jurisdiction, to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law and all appellate remedies with regard to the validity of the ordinance provisions in question are exhausted, such provision shall be considered a separate, distinct, and independent part of this ordinance, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict with such law the provision in question shall return to full force and effect and shall again be

binding on the City and the provider, provided that the City shall give the provider thirty (30) days, or a longer period of time as may be reasonably required for a provider to comply with such a rejuvenated provision, written notice of the change before requiring compliance with such provision.

- C. **NEW DEVELOPMENTS.** It shall be the policy of the City to liberally amend this ordinance, upon application of a provider, when necessary to enable the provider to take advantage of any developments in the field of telecommunications which will afford the provider an opportunity to more effectively, efficiently, or economically serve itself or the public.
- D. **NOTICES.** All notices from a provider to the City required under this ordinance or pursuant to a franchise granted pursuant to this ordinance shall be directed to the officer as designated by the City Manager. A provider shall provide in any application for a franchise the identity, address, and phone number to receive notices from the City. A provider shall immediately notify the City of any change in its name, address, or telephone number.
- E. **EXERCISE OF POLICE POWER.** To the full extent permitted by applicable law either now or in the future, the City reserves the right to adopt or issue such rules, regulations, orders, or other directives that it finds necessary or appropriate in the lawful exercise of its police powers.

Adopted by Ord. 2017-51 on 10/5/2017

4B-2-12 Federal, State, And City Jurisdiction

- A. **CONSTRUCTION.** This ordinance shall be construed in a manner consistent with all applicable federal and state statutes.
- B. **ORDINANCE APPLICABILITY.** This ordinance shall apply to all franchises granted or renewed after the effective date of this ordinance. This ordinance shall further apply, to the extent permitted by applicable federal or state law to all existing franchises granted prior to the effective date of this ordinance and to a provider providing services, without a franchise, prior to the effective date of this ordinance.
- C. **OTHER APPLICABLE ORDINANCES.** A provider's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by the City pursuant to its police powers. In particular, all providers shall comply with the City zoning and other land use requirements.
- D. **CITY FAILURE TO ENFORCE.** A provider shall not be relieved of its obligation to comply with any of the provisions of this ordinance or any franchise granted pursuant to this ordinance by reason of any failure of the City to enforce prompt compliance.

- E. **CONSTRUED ACCORDING TO UTAH LAW.** This ordinance and any franchise granted pursuant to this ordinance shall be construed and enforced in accordance with the substantive laws of the State of Utah.

Adopted by Ord. 2017-51 on 10/5/2017

4B-3 Sales And Use Tax

- 4B-3-1 Purpose
- 4B-3-2 Sales And Use Tax

4B-3-1 Purpose

It is the purpose of this ordinance to conform the sales and use tax of Park City to the requirements of the Sales and Use Tax Act, Utah Code 59-12-101 et seq., as currently amended.

Adopted by Ord. 2017-51 on 10/5/2017

4B-3-2 Sales And Use Tax

- A. There is levied and there shall be collected and paid a tax upon every retail sale of tangible personal property, services, and meals made within Park City at the rate of one percent (1%). An excise tax is hereby imposed on the storage, use, or other consumption in Park City of tangible personal property from any retailer on or after the operative date of this ordinance at the rate of one percent (1%) of the sales price of the property. For the purpose of this ordinance all retail sales shall be presumed to have been consummated at the place of business delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. In the event a retailer has no permanent place of business, the place or places at which the retail sales are consummated shall be as determined under the rules and regulations prescribed by and adopted by the State Tax Commission. Public utilities as defined by Utah Code 54-2-1, shall not be obligated to determine the place or places within any county or municipality where public utilities services are rendered, but the place of sale or the sales tax revenue arising from such service allocable to Park City shall be as determined by the State Tax Commission pursuant to an appropriate formula and other rules and regulations to be prescribed and adopted by it.
- B. Except as hereinafter provided, and except insofar as they are inconsistent with the provisions of the Sales and Use Tax Act, all of the provisions of Utah Code 59-12-101 et seq., as amended, and in force and effect on the effective date of this ordinance, insofar as they relate to sales taxes, are hereby adopted and made a part of this ordinance as though fully set forth herein. Wherever, and to the extent that in Utah Code 59-12-101 et seq., the State of Utah is named or referred to as the taxing agency, the name of Park City shall be substituted therefore. Nothing in this Subparagraph shall be deemed to require substitution of the name of Park City for the word "State" when that word is used as part of the title of the State Tax Commission, or of the Constitution of the State of Utah, nor shall the name of Park City be substituted for that of the State in any section when the result of that substitution would require action to be taken by or against Park City or any agency thereof, rather than by or against the State Tax Commission in performing the functions incident to the administration or operation of the ordinance.
- C. If an annual license has been issued to a retailer under Utah Code 59-12-101 et seq., an additional license shall not be required by reason of this Section. There shall be excluded from the purchase price paid or changed by which the tax is measured:

1. The amount of any sales or use tax imposed by the State of Utah upon a retailer of consumer; and
2. The gross receipts from the sale of or the cost of storage, use or other consumption of tangible personal property upon which a sales or use tax has become due by reason of the sale transaction to any other municipality or any county in the State of Utah, under the sales or use tax ordinances enacted by that county or municipality in accordance with the Sales and Use Tax Act, Utah Code 59-12-101 et seq.

Adopted by Ord. 2017-51 on 10/5/2017

4B-4 Telecommunications Tax

- 4B-4-1 Definitions
- 4B-4-2 Levy Of Tax
- 4B-4-3 Rate
- 4B-4-4 Rate Limitation And Exemption Therefrom
- 4B-4-5 Effective Date Of Tax Levy
- 4B-4-6 Changes In Rate Or Repeal Of Tax
- 4B-4-7 Interlocal Agreement For Collection Of Tax
- 4B-4-8 Procedures For Taxes Erroneously Recovered From Customers
- 4B-4-9 Repeal Of Inconsistent Taxes And Fees

4B-4-1 Definitions

As used in this Chapter:

- A. “Commission” means the State Tax Commission.
- B.
 1. Subject to Subsections (B)(2) and (3), “customer” means the person who is obligated under a contract with a telecommunications provider to pay for telecommunications service received under the contract.
 2. For purposes of this ordinance, “customer” means:
 - a. The person who is obligated under a contract with a telecommunications provider to pay for telecommunications service received under the contract; or
 - b. If the end user is not the person described in Subsection (B)(2)(a), the end user of telecommunications service.
 3. “Customer” does not include a reseller:
 - a. Of telecommunications service; or
 - b. For mobile telecommunications service, or a serving carrier under an agreement to serve the customer outside the telecommunications provider’s licensed service area.
- C.

1. “End user” means the person who uses a telecommunications service.
2. For purposes of telecommunications service provided to a person who is not an individual, “end user” means the individual who uses the telecommunications service on behalf of the person who is provided the telecommunications service.
- D. “Gross Receipts attributed to the municipality” means those gross receipts from a transaction for telecommunications services that is located within the municipality for the purposes of sales and use taxes under the Sales and Use Tax Act, Utah Code 59-12-101 et seq.
- E. “Gross Receipts from telecommunications service” means the revenue that a telecommunications provider receives for telecommunications service rendered except for amounts collected or paid as:
 1. A tax, fee, or charge:
 - a. Imposed by a governmental entity;
 - b. Separately identified as a tax, fee, or charge in the transaction with the customer for the telecommunications service; and
 - c. Imposed only on a telecommunications provider.
 2. Sales and use taxes collected by the telecommunications provider from a customer under the Sales and Use Tax Act, Utah Code 59-12-101 et seq; or
 3. Interest, a fee, or a charge that is charged by a telecommunications provider on a customer for failure to pay for telecommunications service when payment is due.
- F. “Mobile telecommunications service” is as defined in the Mobile Telecommunications Sourcing Act, 4 U.S.C. 124.
- G. “Municipality” means Park City Municipal Corporation.
- H. “Place of primary use”:
 1. For telecommunications service other than mobile telecommunications service, means the street address representative of where the customer’s use of the telecommunications service primarily occurs, which shall be:
 - a. The residential street address of the customer; or
 - b. The primary business street address of the customer; or
 2. For mobile telecommunications service, is as defined in the Mobile Telecommunications Sourcing Act, 4 U.S.C. 124.
- I. Notwithstanding where a call is billed or paid, “service address” means:
 1. If the location described in this Subsection (I)(1) is known, the location of the telecommunications equipment:

- a. To which a call is charged; and
 - b. From which the call originates or terminate;
 - 2. If the location described in Subsection (I)(1) is not known but the location described in this Subsection (I)(2) is known, the location of the origination point of the signal of the telecommunications service first identified by:
 - a. The telecommunications system of the telecommunications provider; or
 - b. If the system used to transport the signal is not a system of the telecommunications provider, information received by the telecommunications provider from its service provider; or
 - 3. If the locations described in Subsection (I)(1) or (2) are not known, the location of a customer's place of primary use.
- J.
- 1. Subject to Subsections (J)(2) and (J)(3), "telecommunications provider" means a person that:
 - a. Owns, controls, operates, or manages a telecommunications service; or
 - b. Engages in an activity described in Subsection (J)(1)(a) for the shared use with or resale to any person of the telecommunications service.
 - 2. A person described in Subsection (J)(1) is a telecommunications provider whether or not the Public Service Commission of Utah regulates:
 - a. That person; or
 - b. The telecommunications service that the person owns, controls, operates, or manages.
 - 3. "Telecommunications provider" does not include an aggregator as defined in Utah Code 54-8b-2.
- K. "Telecommunications service" means:
- 1. Telephone service, as defined in Utah Code 59-12-102, other than mobile telecommunications service, that originates and terminates within the boundaries of this state; and
 - 2. Mobile telecommunications service, as defined in Utah Code 59-12-102:
 - a. That originates and terminates within the boundaries of one state; and
 - b. Only to the extent permitted by the Mobile Telecommunications Sourcing Act, 4 U.S.C. 116 et seq.

Adopted by Ord. 2017-51 on 10/5/2017

4B-4-2 Levy Of Tax

There is hereby levied a municipal telecommunications license tax on the gross receipts from telecommunications service attributed to Park City.

Adopted by Ord. 2017-51 on 10/5/2017

4B-4-3 Rate

The rate of the tax levy shall be ~~three and one-half percent (3.5%)~~ ~~four percent (4%)~~ of the telecommunication provider's gross receipts from telecommunications service that are attributed to the municipality. If the location of a transaction is determined to be other than this municipality then the rate imposed on the gross receipts for telecommunications services shall be determined pursuant to the provisions of Utah Code 10-1-407.

Adopted by Ord. 2017-51 on 10/5/2017

4B-4-4 Rate Limitation And Exemption Therefrom

The rate of this levy shall not exceed ~~four percent (4%)~~ ~~three and one-half percent (3.5%)~~ of the telecommunication provider's gross receipts from telecommunication service attributed to Park City unless a higher rate is approved by a majority vote of the voters in Park City that vote in:

- A. A municipal general election;
- B. A regular general election; or
- C. A local special election.

Adopted by Ord. 2017-51 on 10/5/2017

4B-4-5 Effective Date Of Tax Levy

This tax shall be levied beginning July 1, 2004.

Adopted by Ord. 2017-51 on 10/5/2017

4B-4-6 Changes In Rate Or Repeal Of Tax

This ordinance is subject to the requirements of Utah Code 10-1-403. If the tax rate is changed or the tax is repealed, then the appropriate notice shall be given as provided in Utah Code 10-1-403.

Adopted by Ord. 2017-51 on 10/5/2017

4B-4-7 Interlocal Agreement For Collection Of Tax

On or before the effective date of the ordinance, Park City shall enter into the uniform interlocal agreement with the Commission as described in Utah Code 10-1-405 for the collection, enforcement, and administration of this municipal telecommunications license tax.

Adopted by Ord. 2017-51 on 10/5/2017

4B-4-8 Procedures For Taxes Erroneously Recovered From Customers

Pursuant to the provisions of Utah Code 10-1-408, a customer may not bring a cause of action against a telecommunications provider on the basis that the telecommunications provider erroneously recovered from the customer the municipal telecommunication license tax except as provided in Utah Code 10-1-408.

Adopted by Ord. 2017-51 on 10/5/2017

4B-4-9 Repeal Of Inconsistent Taxes And Fees

Any tax or fee previously enacted by Park City under authority of Utah Code 10-1-203 or Utah Code Title 11, Chapter 26, Local Taxation of Utilities Limitation is hereby repealed.

Nothing in this ordinance shall be interpreted to repeal any municipal ordinance or fee which provides that the municipality may recover from a telecommunications provider the management costs of the municipality caused by the activities of the telecommunications provider in the rights-of-way of the municipality, if the fee is imposed in accordance with Utah Code 72-7-102 and is not related to the municipality's loss of the use of a highway as a result of the activities of the telecommunications provider in a right-of-way, or increased deterioration of a highway as a result of the activities of the

telecommunications provider in a right-of-way nor does this ordinance limit park City's right to charge fees or taxes on persons that are not subject to the municipal telecommunication license tax under this ordinance and locate telecommunications facilities, as defined in Utah Code 72-7-108, in this municipality.

Adopted by Ord. 2017-51 on 10/5/2017

4B-5 Municipal Energy Sales And Use Tax

- 4B-5-1 Definitions
- 4B-5-2 Tax Imposed
- 4B-5-3 Exemptions From The Tax
- 4B-5-4 No Effect On Existing Franchise Agreements; Tax Credits
- 4B-5-5 Tax Collection

4B-5-1 Definitions

Those definitions contained under Utah Code 10-1-303 through 310, as amended, are hereby incorporated by reference.

Adopted by Ord. 2017-51 on 10/5/2017

4B-5-2 Tax Imposed

There is imposed on every sale or use of taxable energy made within Park City Municipal Corporation a tax of six percent (6%) of the delivered value of taxable energy to the consumer.

Adopted by Ord. 2017-51 on 10/5/2017

4B-5-3 Exemptions From The Tax

No tax under this ordinance is imposed on the sale or use of taxable energy, which is exempt from taxation pursuant to Utah Code 10-1-305 or its successor sections, which are incorporated by reference herein.

Adopted by Ord. 2017-51 on 10/5/2017

4B-5-4 No Effect On Existing Franchise Agreements; Tax Credits

There is allowed a credit against the tax due under this ordinance for any contractual franchise fee paid where:

- A. The taxpayer's energy supplier pays a contractual franchise fee to Park City Municipal Corporation pursuant to a franchise agreement in effect on July 1, 1997;
- B. The contractual franchise is passed through by the energy supplier to the taxpayer as a separately itemized charge; and
- C. The energy supplier has accepted the franchise.

Adopted by Ord. 2017-51 on 10/5/2017

4B-5-5 Tax Collection

This ordinance incorporates by reference the tax collection provisions of the Utah Code 59- 12-101 through 129, Tax Collection, and any amendments thereto, for the purpose of levying and collecting the tax imposed by this ordinance. The Manager is hereby authorized to contract, in a form approved by the City Attorney, with the State Tax Commission effective July 1, 1997 and thereafter to have the Commission perform all functions relative to administration or operation of this ordinance, except an energy supplier which estimates that the municipal energy sales and use tax collected annually by it from

its Utah customers equals \$1 million or more shall pay the tax imposed by this ordinance directly to Park City Municipal Corporation. In such case, the energy supplier may retain that percentage of the tax authorized under Utah Code 59-12-108 for the energy supplier's costs of collecting and remitting the tax. The energy supplier shall remit the tax no later than forty-five (45) days after the end of the month in which the tax was collected.

Adopted by Ord. 2017-51 on 10/5/2017

4B-6 Resort Communities Sales Tax

- 4B-6-1 Definitions
- 4B-6-2 Resort Communities And Additional Resort Communities Sales Tax Imposed
- 4B-6-3 Place Of Sale
- 4B-6-4 Collection And Payment Of Tax
- 4B-6-5 State Statutes Applicable
- 4B-6-6 Exclusions

4B-6-1 Definitions

For purposes of this Chapter, all terms used shall have the same meaning and definition as applied to those terms by the provisions of Utah Code 59-12-405, and the State Tax Commission regulations adopted under Utah Code 59-12-401 et seq.

Adopted by Ord. 2017-51 on 10/5/2017

4B-6-2 Resort Communities And Additional Resort Communities Sales Tax Imposed

Except as otherwise provided herein, there is levied and there shall be collected and paid a tax upon every retail sale within Park City of tangible personal property, services, meals, lodging, admission to places of recreation, entertainment or amusements, utility service, and all other personal property taxed under Utah Code 59-12-401 et seq., within Park City at the rate of one and one-tenth percent (1.1%) of the retail selling price and under Utah Code 59-12-402 et seq., within Park City at the rate of one half of one percent (0.5%) of the retail selling price.

Adopted by Ord. 2017-51 on 10/5/2017

4B-6-3 Place Of Sale

For the purpose of this Chapter, the location of a sales transaction shall be determined in accordance with Utah Code 59-12-211 through 59-12-215.

Adopted by Ord. 2017-51 on 10/5/2017

4B-6-4 Collection And Payment Of Tax

The tax imposed by this ordinance is in addition to and not in lieu of the general sales tax imposed under the provisions of the local sales and use tax ordinance adopted by Park City, and the state sales tax under Utah Code 59-12-101 et seq. The procedure for collection and payment of this tax shall be identical to the procedure prescribed by Utah Code 59-12-101 et seq. and the State Tax Commission Regulations adopted under that Chapter.

Adopted by Ord. 2017-51 on 10/5/2017

4B-6-5 State Statutes Applicable

- A. Except as hereinafter provided, and except as they are inconsistent with the provisions of the ~~Local~~ ~~Sales~~ ~~Tax~~ ~~Laws~~ of Utah, all other provisions of Utah Code 59-12-101 et seq. pertaining to sales tax as in force at the effective date of this ordinance, and as thereafter amended, are hereby adopted in full and made a part of this ordinance as though fully set forth herein, except for the provisions stating the rate of the tax applied.

- B. Wherever, and to the extent that in Utah Code 59-12-101 et seq., the State of Utah is named or referred to as the taxing agency, the name of Park City shall be substituted therefore. Nothing in this paragraph shall be deemed to require substitution of the name of the municipality for the word "State" when that word is used as part of the title of the State Tax Commission, or of the Constitution of Utah, nor shall the name of the municipality be substituted for that of the State in any section when the result of that substitution would require action to be taken by or against the City or any agency thereof, rather than by or against the State Tax Commission in performing the functions incident to the administration or operation of this ordinance.
- C. If an annual license has been issued to a retailer under Utah Code 59-12-101 et seq., an additional license shall not be required by reason of this Section.

Adopted by Ord. 2017-51 on 10/5/2017

4B-6-6 Exclusions

As provided in Utah Code 59-12-401 et seq., the resort communities and additional resort communities tax imposed under this Section shall not apply to the sale of:

- A. A motor vehicle;
- B. An aircraft;
- C. A water craft;
- D. A modular home;
- E. A manufactured home;
- F. A mobile home;
- G. The sales and uses described in Utah Code 59-12-104 to the extent the sales and uses are exempt from taxation under that section;
- H. Food and food ingredients, except the amounts paid or charged for food and food ingredients shall not be exempt from taxation under Utah Code 59-12-401 et seq. if the food and food ingredients are sold as part of a bundled transaction attributable to food and food ingredients and tangible personal property other than food and food ingredients.

Adopted by Ord. 2017-51 on 10/5/2017

City Council Staff Report

Subject: 269 Daly Avenue Plat Amendment First Amended
Author: Laura Newberry, Planner I
Project Number: PL-19-04092
Date: April 18, 2019
Type of Item: Legislative – Plat Amendment

Summary Recommendation

Staff recommends the City Council review and hold a public hearing for the 269 Daly Avenue Plat Amendment First Amended and consider approving the Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: David & Harriet Henry
 Alliance Engineering, Inc. – Marshall King
Location: 269 Daly Avenue
Designation: Historic (Significant) Site
Zoning: Historic Residential (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Proposal/Executive Summary

The applicant requests to relocate an existing Platted Maximum Development Line approximately ten feet (10') to the east, increasing the buildable area by approximately 438 square feet. The intent is to allow for additional excavation for more room at the rear of the proposed Single Family dwelling.

On March 13, 2019, the Planning Commission reviewed the proposed Subdivision and forwarded a unanimous positive recommendation to City Council (see [Planning Commission March 13, 2019 Minutes](#)).

Acronyms

DOS	Determination of Significance
HDDR	Historic District Design Review
HPB	Historic Preservation Board
HSI	Historic Sites Inventory
LMC	Land Management Code
TDR	Transfer of Development Rights

Purpose

The purpose of the Historic Residential HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Background

The subject property, 269 Daly Avenue, was listed on the Park City Historic Sites Inventory (HSI) in 2009 as a Landmark Structure.

In 2010, the Planning Department received a Historic District Design Review for possible reconstruction and relocation of a Landmark building. At that time, 269 Daly consisted of two metes and bounds parcels, with the front parcel measuring 46.26' wide by 77.3' deep and the rear parcel measuring 46.71' wide by 85.77' deep. The house at the time was located six feet from the rear boundary of the front parcel.

The proposal included a single story addition in the rear of the existing house that would cross the property line between the two parcels. The applicant submitted a Plat Amendment application to combine the two parcels.

At the [March 14, 2012 Planning Commission Meeting](#), the original 269 Daly Avenue Plat Amendment was reviewed. At that time, the proposal was to combine two parcels into one legal lot of record. During the meeting, the Planning Commission expressed concerns with increasing the buildable area. The Planning Commission continued the item and directed Staff and the Applicant to consider either adding a Maximum Development Line or pursuing the Transfer of Development Rights (TDR) option.

On [April 11, 2012](#), the Planning Commission reviewed a new proposal that included both a Maximum Gross Floor Area and a Maximum Development Line. This proposed Maximum Development Line was fifteen feet and seven inches (15'7") to the east of the front parcel's rear boundary. The Planning Commission forwarded a positive recommendation and on [April 26, 2012](#), the City Council approved the new proposal (Ordinance 12-10). The approved plat established a Maximum Development Line located approximately 93 feet back from the Front Property Line and included a Maximum Gross Floor Area of 2,000 square feet. The distance between the existing house and the Maximum Development Line was twenty one feet and nine inches (21' 9").

In 2013, the Planning Department received a Determination of Significance (DOS) Application for 269 Daly Avenue. At the [September 18, 2013 Historic Preservation Board \(HPB\) Meeting](#), Staff recommended changing the designation of the Site from Landmark to Significant because of the lack of historic materials that remained on the building. The HPB approved Staff's recommendation and the Site was changed from Landmark to Significant.

On May 20, 2013, the HDDR proposing reconstruction and relocation of the home was approved. Prior to 2015, the Land Management Code (LMC) required the Planning Director and Chief Building Official find unique conditions to allow relocation, but "unique conditions" were not defined. The Planning Department issued a letter to the owner stating that the "Planning Staff, the City's Historic Preservation Consultant, and the Chief Building Official have all concurred with your current assessment of the home and all recommend reconstruction and relocation of the home." Staff went on Site in 2013 and found that very little of the original historic material existed on the exterior of the home. Staff also concluded that the proximity of the home to the hillside made a good case for relocation.

The letter goes on to state that "the proposal to relocate the home by reconstructing the original Hall-Parlor home four feet (4') to the west (closer to the street) is also hereby approved per LMC Section 15-11-13 'Criteria for the Relocation and/or Reorientation of the Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site.' "

Based on the 2013 approval to relocate the house four feet towards Daly Avenue, the distance between the new location of the house and the Maximum Development Line was twenty five feet and nine inches (25' 9").

Because the previous owner had not requested or been granted an extension, the previous (2013) approval for reconstruction and relocation of the house expired in 2015 in accordance with [LMC 15-11-12\(E\)](#).

On December 15, 2016, a Notice and Order to Repair was issued. On January 12, 2017, the subject property was declared a dangerous building per the 1997 Uniform Code for the Abatement of Dangerous Buildings.

In 2017, the Planning Department received two Historic District Design Review (HDDR) Applications (PL-17-03481 and PL-17-03554) associated with the subject property. The criteria for relocation and reconstruction had changed significantly from 2013 to 2017, and under the new LMC, the Historic Preservation Board (HPB) was required to review and approve relocation and reconstruction projects. On [January 16, 2018](#), the HPB approved the Material Deconstruction and Reconstruction of the Historic House and Historic Garage at 269 Daly Avenue but continued the discussion on relocation. On [February 7, 2018](#), the Historic Preservation Board (HPB) denied the applicant's request to relocate the home, stating that it did not comply with the Land Management Code (LMC) 15-11-13. The [Staff Report & Exhibits \(beginning on page 15\)](#), contain the Findings of Fact and Conclusions of Law for Denial.

In 2018, the Planning Department received another HDDR Application (PL-18-03854) for the subject property. The new proposal included an addition to the rear of the Historic House, located approximately one to two feet from the existing platted Maximum Development Line. The proposal also included three retaining walls located to the east (rear) of the house and within the existing non-buildable area. This new proposal would require a Plat Amendment to relocate the platted Maximum Development Line to allow for the three retaining walls.

On January 10, 2019, the Planning Department received a complete Plat Amendment Application requesting to relocate the platted Maximum Development Line approximately ten feet (10') to the east (rear) of the Lot.

On March 13, 2019, the Planning Commission reviewed the proposed Subdivision and forwarded a unanimous positive recommendation to City Council (see [Planning Commission March 13, 2019 Minutes](#)).

Analysis

The subject site is located at 269 Daly Avenue. The site is within the Historic Residential (HR-1) District.

The proposed Plat Amendment requests to relocate an existing Platted Maximum Development Line approximately ten feet (10') to the east, increasing the "buildable" area by approximately 438 square feet. However, the addition would still need to meet all required Setbacks and the previous condition regarding Maximum Gross Floor Area of 2,000 square feet. While the proposed addition is still under review and has not been approved yet, it would need to be consistent in size and mass to the surrounding neighborhood.

The existing house is approximately 23 feet from the current Maximum Development Line. Any addition to the house would need to be in the rear of the lot. Because of the steep slope in the rear of the lot, the proposed addition would likely have drainage issues. The applicant is proposing three retaining walls in the rear, to the east of the addition in order to step the grade and mitigate drainage problems. These proposed walls encroach into the existing non-developable area of the lot, but would not encroach into the proposed non-developable area.

Good Cause

Staff finds that there is good cause for this Plat Amendment. The property has a unique condition in that there is an existing Historic House that was originally approved for relocation in 2013. Without an extension, the approval expired in 2014. The applicant reapplied in 2017. Because the LMC criteria for relocation had since changed, the request to relocate the historic house was denied.

The original Plat included a Maximum Development Line that was likely placed in its current location because of the proposed addition at that time, which included relocating

the house four feet closer to Daly Avenue. The applicant is no longer able to relocate the existing house, and the criteria for additions to Historic Houses have changed. Under the current LMC and [Design Guidelines for Historic Districts and Historic Sites](#), the proposed addition to a Historic House requires a transitional element.

Staff finds good cause for approving the proposed Plat Amendment due to the unique conditions of the Lot.

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 February 13, 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 February 13, 2019.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the proposed 269 Daly Avenue Plat Amendment First Amended, as conditioned or amended at the meeting; or
- The City Council may deny the proposed 269 Daly Avenue Plat Amendment First Amended, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the proposed 269 Daly Avenue Plat Amendment First Amended, 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

The consequences of not taking the recommended action would be that the applicant could not construct the proposed addition.

Summary Recommendations

Staff recommends the City Council review and hold a public hearing for the 269 Daly Avenue Plat Amendment First Amended and consider approving the Plat 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 – 269 Daly Avenue Plat Amendment First Amended (Proposed)

Exhibit B – Current Plat: 269 Daly Avenue Plat Amendment

Exhibit C – Applicant's Project description

Exhibit D – Existing Conditions Survey

Exhibit E – Aerial Photograph

Exhibit F – Site Photographs

Exhibit A – Draft Ordinance

Ordinance No. 2019-18

AN ORDINANCE APPROVING THE 269 DALY AVENUE PLAT AMENDMENT FIRST AMENDED, LOCATED AT 269 DALY AVENUE, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 269 Daly Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on February 13, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on February 13, 2019, the site was properly noticed and posted according to the 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 February 27, 2019, to receive input on the proposed Plat Amendment; and

WHEREAS, the Planning Commission on February 27, 2019, continued the Plat Amendment to the March 13, 2019 Planning Commission meeting; and,

WHEREAS, the Planning Commission on March 13, 2019, forwarded a recommendation to the City Council; and,

WHEREAS, on April 18, 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 269 Daly Avenue Plat Amendment First Amended, located at 269 Daly Avenue.

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

SECTION 1. APPROVAL. The 269 Daly Avenue Plat Amendment First Amended 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 property is located at 269 Daly Avenue.
2. The site is within the Historic Residential (HR-1) District.
3. The property is shown on the Historic Sites Inventory as a “Significant Site” and includes a 720 square foot mining era home constructed in 1901.
4. The Plat Amendment requests to relocate an existing platted Maximum Development Line approximately ten feet (10’) to the east.

5. The Plat Amendment is necessary in order for the applicant to obtain a building permit for the proposed addition to the rear of the existing home.
6. The Plat Amendment will not change the size of the existing lot.
7. Per LMC 15-2.2-3(E), Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.
8. The existing Historic home and Historic garage cannot be moved or relocated to another site on the Lot.
9. Any addition to the home would require review by the Design Review Team and any exterior remodels or additions would be reviewed for compliance with the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.
10. Staff finds that there is good cause for this Plat Amendment.
11. 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 Plat Amendments.
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. The plat shall note, prior to recordation, that the maximum Gross Floor Area, as defined by the Land Management Code, will not exceed 2,000 square feet.
4. Prior to recordation, the Maximum Development Line shall be relocated as shown on the proposed Plat, Attachment 1, placed parallel to the front Property Line and located approximately one hundred and three feet (103') to the east from the front Property Line.
5. Prior to plat recordation, the plat shall note that the area east of the Maximum Development Line is a no build zone. All conditions from the previous approvals shall be maintained.
6. No Building Permits for the rear addition will be granted until the Plat Amendment final plat is recorded with the Summit County Recorder's Office.
7. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.

8. The ten foot (10') wide Public Snow Storage Easement along the frontage of the property will be maintained.
9. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
10. All development shall provide elevation certificates certifying compliance with the minimum FEMA Flood Zone Requirements.
11. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
12. Any addition to the home would require review by the Design Review Team and any exterior remodels or additions would be reviewed for compliance with adopted 2009 Design Guidelines for Historic Districts and Historic Sites.
13. All other Conditions of Approval from the 269 Daly Avenue Plat Amendment, recorded December 12, 2012, as Entry No. 959006, remain in full force and effect.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 18th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Attachment 1 – 269 Daly Avenue Plat Amendment First Amended (Proposed)

Attachment 1 – 269 Daly Avenue Plat
Amendment First Amended
(Proposed)



SURVEYOR'S CERTIFICATE

I, Charles Gaulti, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 10889 as provided by the laws of the State of Utah. I have personally surveyed and located the boundaries of the land described herein, and I have caused the same to be monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

All of lot A, 269 Daly Avenue Plat Amendment, according to the official plat thereof, on file and of record in the office of the Summit County Recorder's office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that David S. Henry and Harriet W. Henry, husband and wife, as joint tenants, the undersigned owners of the herein described tract of land, do hereby dedicate and consent that they have caused this plat to be prepared, and do hereby consent to the recording of this plat.

In witness whereof, the undersigned set their hand this _____ day of _____, 2019.

By David S. Henry

By Harriet W. Henry

ACKNOWLEDGMENT

STATE OF _____) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, David S. Henry 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, that he acknowledged to me that he executed the 269 DALY AVENUE PLAT AMENDMENT-FIRST AMENDED.

Notary Public _____

Printed Name _____

Residing In _____

My commission expires _____

Commission No. _____

ACKNOWLEDGMENT

STATE OF _____) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, Harriet W. Henry 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, that she acknowledged to me that she executed the 269 DALY AVENUE PLAT AMENDMENT-FIRST AMENDED.

Notary Public _____

Printed Name _____

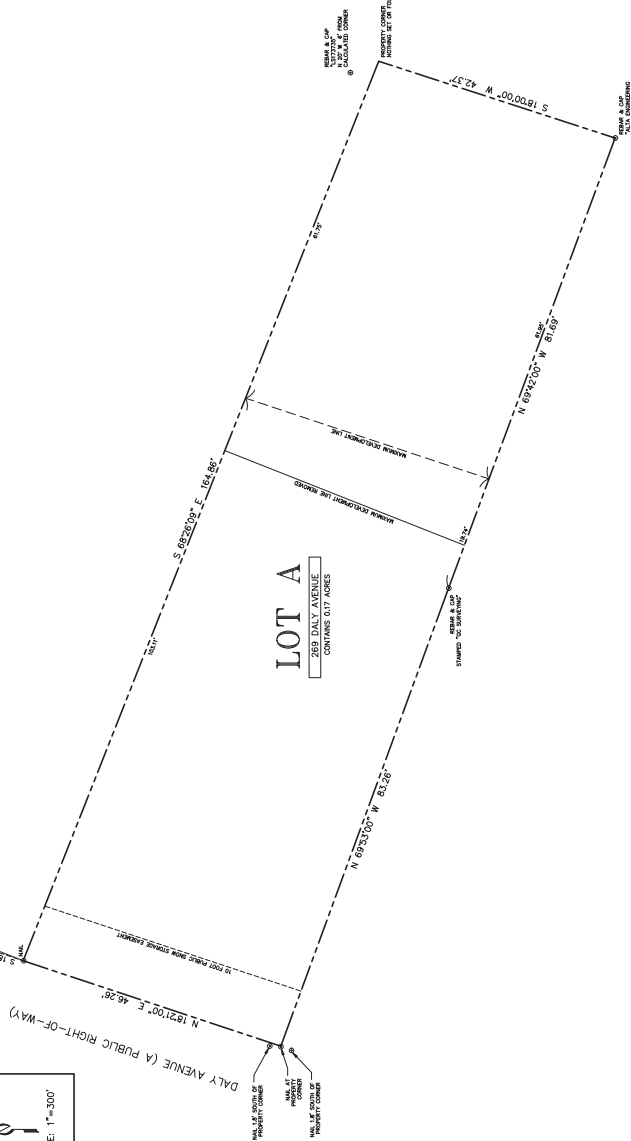
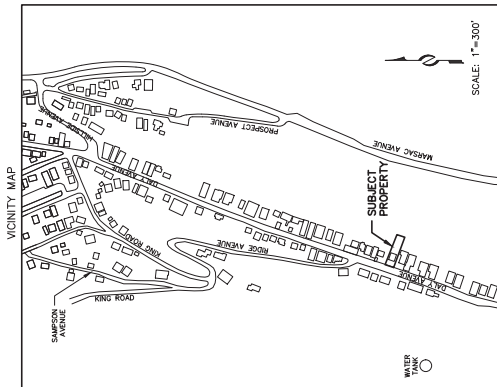
Residing In _____

My commission expires _____

Commission No. _____

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2019-_____, and adjusts the Maximum Development Line.
2. All conditions of approval of the 269 Daly Avenue Plat Amendment, recorded December 12, 2012, as Entry No. 955006 remain in full force and effect.
3. The maximum gross floor area as defined by the land management code will not exceed 21,600 square feet.
4. The area east of the maximum development line is a no build zone.
5. Fire sprinklers are required for all new or renovation construction on this lot to be approved by the Utah Building Officials.



269 DALY AVENUE PLAT AMENDMENT FIRST AMENDED

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

Utah JOB NO.: 10-10-18 FILE: X:\Projects\Survey\269 DALY AVENUE\100818.dwg SHEET 1 OF 1

	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2019 BY _____ S.S.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019 BY _____ CHAIR	ENGINEER'S CERTIFICATE FIND THIS PLAT TO BE IN ACCORDANCE WITH THE REGULATION 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 FILED IN THE OFFICE OF THE 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. _____
--	--	--	--	---	---	--	---

Exhibit B – Current Plat: 269 Daly Avenue Plat Amendment

A LOT COMBINATION PLAT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2
SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

IN ACCORDANCE WITH UTAH STATE CODE 96a-6-201, TO BEARS CREDIT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE 172486-0201 IN ACCORDANCE WITH TITLE 19, CHAPTER 22 OF THE PROFESSIONAL LAND SURVEYOR AND PROFESSIONAL LAND SURVEYORS ACT. FURTHER CERTIFY THAT ON BEHALF OF G.C. SURVEYING LLC I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-25-17 OF THE UTAH STATE CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT.



(APRIL 1)

NEW LOT "A" LEGAL DESCRIPTION

PLAT 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846,

ALSO, THE OWNER OR THEIR REPRESENTATIVE, HERBERT BERTOCCHI, OFFERS FOR RELOCATION TO THE CITY OF

IN WITNESS WHEREOF, THE UNDERSIGNED SET THEIR HAND

THEODORE PISTORIUS B1 Hydew -
THEODORE PISTORIUS
AS POWER OF ATTORNEY
FOR
SIGNED

STATE OF UTAH 1

ON THIS 1st DAY OF August 2022, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT COUNTY, IN SAID STATE OF UTAH, John J. Johnson, HAVING BEEN DULY SWORN, ACKNOWLEDGED TO ME THAT he IS THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND AND THAT David D. Johnson HAS ASSIGNED THE ABOVE OWNERS DEED AND CONSENT TO RECORD HEREIN AND



2132 West 1235 South
Ph. 801-520-8763
www.gc-surveying.com



CERTIFICATE OF ATTEST CLERK OF THE BOARD OF WATER PLANT AND SEWERAGE FOR THE CITY OF SNYDERVILLE, OHIO EXEMPT THE BACKS OF WASTEWATER PLANT AND SEWERAGE FROM THE CITY OF SNYDERVILLE PARK CITY COUNCIL THIS <u>10</u> DAY OF <u>August</u> 20<u>18</u> Signature FOR THE CITY ENGINEER	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT RECEIVED THE BACKS OF WASTEWATER PLANT AND SEWERAGE FROM THE CITY OF SNYDERVILLE PARK CITY COUNCIL THIS <u>10</u> DAY OF <u>August</u> 20<u>18</u> Signature FOR THE CITY ENGINEER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS <u>10</u> DAY OF <u>November</u> 20<u>18</u> A.D. Signature FOR THE CITY ENGINEER	CITY ENGINEER THIRD CERTIFICATE TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN THE OFFICE THIS <u>2</u> DAY OF <u>November</u> 20<u>18</u> A.D. Signature PARK CITY ENGINEER	CITY PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION ON THE <u>10</u> DAY OF <u>November</u> 20<u>18</u> Signature FOR THE CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS <u>5th</u> DAY OF <u>December</u> 20<u>18</u> A.D. Signature FOR THE CITY ENGINEER	RECORDED # <u>959006</u> YEAR <u>2018</u> COUNTY OF <u>SNYDERVILLE</u> FILED AT THE REQUEST OF <u>Callahan Title Co</u> DATE <u>12/10/18</u> TIME <u>1:52 PM</u> BOOK <u>2</u> PAGE <u>1</u> <u>331.00</u> <u>C. Willingham, Deputy</u> FEE
---	--	--	--	---	---	---

Exhibit C – Applicant’s Project description

269 DALY AVENUE PLAT AMENDMENT-FIRST AMENDED
PROJECT INTENT

The property at 269 Daly Avenue is currently vacant except for a historic garage. On December 12, 2012, a subdivision plat was recorded creating one lot of record. On this plat, a “Maximum Development Line” was created 93.50 feet to the east of Daly Avenue. The owner desires to relocate the existing “Maximum Development Line” 10 feet farther to the east to allow for excavation for more room at the rear of the proposed single family dwelling.

Exhibit D – Existing Conditions Survey

269 DALY AVENUE

EXISTING CONDITIONS & TOPOGRAPHY

SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a duly Licensed Surveyor in the State of Utah, License No. 7248891, as evidenced by the seal of the State of Utah. I have personally supervised the survey and existing conditions survey has been performed on the property shown on this map. I am not aware of any other survey or map of the property shown on this map and my knowledge this plot is a correct representation of said topography and existing conditions survey.



LEGAL DESCRIPTION

All of Lot A, 269 Daly Avenue Parcel Amendment, according to the official plat thereof, on file and of record in the office of the Summit County Recorder's office.

NOTES

- Field work for this survey was performed in 2010, and a site visit was performed in January 2011 to verify the status of Existing Conditions, and is in compliance with generally accepted industry standards for accuracy.
- The purpose of this survey was to perform an Existing Conditions and Topography survey for the possibility of future improvements to the property.
- Site Benchmark: Sanitary Sewer Manhole, Elevation=7257.7' as shown.
- The architect is responsible for verifying building setbacks, zoning requirements and building heights.
- Some coverage at the time of the survey was approximately 2"-3". As a result, monuments, improvements, and/or conditions may exist which are not shown on this survey.

LEGEND
 D Found Monument
 (As-Found)



STAFF:
 CHARLES GALATI
 RYAN BETZ
 JASON WYNE

DATE: 1/8/19

EXISTING CONDITIONS & TOPOGRAPHIC MAP
 269 DALY AVENUE

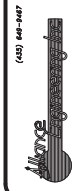
SHEET
 1
 OF
 1

FOR: DAVID & HARRIET HENRY

JOB NO.: 10-8-18

FILE: X:\ParkCity\Survey\dwg\survey2018\100918-269 Daly Ave\100918-topo.dwg

Exhibit E – Aerial Photograph



(405) 644-7447

STAFF:
MARSHALL KING
PHOTOGRAPHER

AERIAL PHOTOGRAPH
269 DALY AVENUE

SHEET
1
OF
1

FOR: DAVID & HARRIET HENRY
JOB NO: 10-5-18
FILE: K:\PondCitySurvey\img\ExhibitA\269 Daly Ave-aerial.jpg

DATE: 12/13/18

323 Main Street, P.O. Box 4444, Poncha Vista, AZ 86054-4444
Horse PHOTOGRAPHY & VIDEO
Horse PHOTOGRAPHY & VIDEO

Exhibit F – Site Photographs



269 Daly Avenue – looking Easterly



269 Daly Avenue – looking Southeasterly



269 Daly Avenue – looking Easterly

City Council Staff Report



PLANNING DEPARTMENT

Subject: Claim Jumper Court Subdivision
Author: Laura Newberry, Planner I
Project Number: PL-19-04040
Date: April 18, 2019
Type of Item: Legislative – Plat Amendment

Summary Recommendation

Staff recommends the City Council review and hold a public hearing for the Claim Jumper Subdivision and consider approving the Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: Nancy Shott
Alliance Engineering, Inc. – Marshall King
Location: 4 Claim Jumper Ct,
6 Claim Jumper Ct,
8 Claim Jumper Ct
Zoning: Historic Residential (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Proposal/Executive Summary

The applicants are proposing to remove existing lot lines to combine additional Lots 68A, 69A, and 70A with their adjacent main lots 68, 69, and 70 respectively.

In addition to combining the six lots into three, the applicants were originally proposing to measure the Rear Setback from the new Lot boundaries once the Lots are combined. However, on February 27, 2019, Staff met with the Applicant and the proposal to adjust the Rear Setback line was removed from the application. This request to change the proposal was made after the courtesy mailing notice was sent out to the neighbors. While the Rear Setback adjustment is no longer part of the Applicant's request, Staff still recommends including a Condition of Approval that the original Rear Setback shall be maintained and measured from the original Lot line.

On March 13, 2019, the Planning Commission reviewed the proposed Subdivision and opened a public hearing. A few neighbors were present and voiced their concerns regarding the rear setback. They were concerned that future buyers would not be aware of the restrictions placed on the rear A Lots. Staff clarified that the Plat would have the "A Lots" hatched and include Plat Notes that specified the restrictions placed on those areas. The Planning Commission recommended that staff amend the Conditions of Approval to include the actual wording from the 1977 Agreement. With the amended

Conditions of Approval, the Planning Commission forwarded a unanimous positive recommendation to City Council (see [Planning Commission March 13, 2019 Minutes](#)).

Acronyms

LMC	Land Management Code
SF	Single Family District

Purpose

The purpose of the Single Family SF District is to:

- A. maintain existing predominately Single Family detached residential neighborhoods,
- B. allow for Single Family Development Compatible with existing Developments,
- C. maintain the character of mountain resort neighborhoods with Compatible residential design; and
- D. require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

Background

In July of 1971, the City Council approved the original [Thaynes Canyon Subdivision](#). In February of 1977, the City Council approved the [Additions to Lots 65-84 Thaynes Canyon Subdivision](#). This second subdivision consisted of eighteen (18) interior parcels located within a section of the original Thaynes Canyon Subdivision. These 18 parcels were originally owned by the City and were part of the Park City Golf Course. The City deeded the 18 parcels to the adjacent owners at the time, in 1977. The Planning Commission conditioned their recommendation for approval by saying the owners were to be notified that any construction proposed on these parcels would require a Conditional Use approval. They mentioned that this would be done by needs of a deed restriction. On May 2, 1977, an Agreement (referred to as the [1977 Agreement](#) and attached hereto as Exhibit C) was recorded with Summit County (Entry No. 00137582) that goes over the specific requirements for any construction on these 18 parcels.

On [July 25, 1996](#), the City Council approved the Eriksen Replat, located at 13 Hidden Splendor Court. The Staff Report for this Plat Amendment did not mention Setbacks, but a Plat Note was included that states that all conditions of the March 23, 1977 Agreement shall continue to apply.

On [January 9, 2008](#), the Planning Commission reviewed the 61 Thaynes Canyon Drive Subdivision, located at 61 Thaynes Canyon Drive. The Planning Commission discussed the Setbacks for this Lot and determined that the Setbacks would be dictated by the 1977 Agreement. On [January 24, 2008](#), the City Council approved the 61 Thaynes Canyon Drive Subdivision with a Plat note stating that Setbacks would be dictated by the 1977 Agreement.

On [February 25, 2015](#), the Planning Commission reviewed the 9 Hidden Splendor Replat, located at 9 Hidden Splendor Court. The Planning Commission had an in depth discussion regarding the Setbacks for this Plat Amendment. They discussed the

previous Plat Amendments in this subdivision and whether or not the Rear Setback was allowed to be measured off the new Rear Property Boundary. In particular, they were concerned that the Eriksen Replat along with a Conditional Use Permit allowed the house to have an attached garage located on the A Lot, per the 1977 Agreement.

On [March 19, 2015](#), the City Council approved the 9 Hidden Splendor Replat, with a Condition of Approval that the original Rear Setback be maintained. I have included the same language as Condition of Approval #8 in the attached draft ordinance.

On November 29, 2018, the Planning Department received a complete Plat Amendment Application requesting to combine six lots into three. The applicants are proposing to remove existing Lot lines to combine three designated A Lots with their adjacent main Lots.

Based on previous Plat Amendments in this subdivision and reviewing the minutes from those meetings, Staff is recommending approval of the Lot combinations. As mentioned in the Summary Recommendation, the Applicant amended their proposal after the courtesy mailing notice had been sent to the neighbors. The Applicant is no longer requesting to adjust the Rear Setback Line, but Staff still recommends including a Condition of Approval (#8) to make sure future owners are aware of the requirement.

The Planning Commission also recommended clarifying this condition by adding the actual language from the 1977 Agreement as Condition of Approval Number 4, sub notes a and b.

Analysis

The subject sites are located at 4 Claim Jumper Court, 6 Claim Jumper Court, and 8 Claim Jumper Court. The site is within the Single Family (SF) District. The proposed Plat Amendment requests to combine six Lots into three Lots. The Existing and Proposed Lot Sizes are included below (Image 1: Lot Size Analysis).

Image 1: Lot Size Analysis

	Existing Area	Proposed Area
Lot 68	8,333 sf / 0.19 Acres	13,554 sf / 0.31 Acres
Lot 69	8,344 sf / 0.19 Acres	11, 699 sf / 0.27 Acres
Lot 70	8,332 sf / 0.19 Acres	9,712 sf / 0.22 Acres

After reviewing the previous Plat Amendments in this Subdivision, Staff finds that in order to be consistent, the Rear Setback line should not be moved. While one of the three previous approvals did allow the Rear Setback line to change, this approval was reviewed under a different LMC and did not receive any public input. Further, this Plat Amendment was done prior to the Good Cause requirement. The Land Management Code (LMC) defines Good Cause as the following:

“Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and

benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”

Though the Applicant amended their proposal to remove the request to adjust the Rear Setback, Staff is still recommending including Condition of Approval #8 to clarify the Setbacks for future owners and neighbors.

Good Cause

Staff finds that there is good cause for this Plat Amendment, in that it would clean up the remnant parcels.

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 February 27, 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 February 23, 2019.

Public Input

On March 7, 2019, the Planning Department received a Public Comment (see Exhibit H) from a neighbor who is not able attend the Planning Commission meeting. The public comment mostly contains concerns about the setback changing, which is no longer part of the proposal.

At the [Planning Commission meeting on March 13, 2019](#), several neighbors spoke during the Public Hearing for this item. Again, most of the public concerns were regarding the Rear Setback and what could or could not be built in the A Lots.

No other public comment has been received by the time of this report.

Alternatives

- The City Council may approve the proposed Claim Jumper Subdivision, as conditioned or amended at the meeting; or
- The City Council may deny the proposed Claim Jumper Subdivision, and direct staff to make Findings for this decision; or

- The City Council may continue the discussion on the proposed Claim Jumper Subdivision, 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 as conditioned.

Consequences of not taking recommended action

The consequences of not taking the recommended action would be that the six Lots would not be combined into three Lots of Record and would remain as is. The remnant Lots 68A, 69A, and 70A would remain as is and would have to comply with the current LMC requirements as well as the 1977 Agreement for any new structures proposed.

Summary Recommendations

Staff recommends the City Council review and hold a public hearing for the Claim Jumper Subdivision and consider approving the Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Staff recommends including a Condition of Approval (#8) that the original Rear Setback shall be maintained and measured from the original rear Lot line for the three main lots.

Exhibits

Exhibit A – Draft Ordinance

Attachment 1 – Claim Jumper Subdivision (Proposed)

Exhibit B – Current Plats: Thaynes Canyon Subdivision & Thaynes Canyon Subdivision Addition to Lots 65-84

Exhibit C – The 1977 Agreement

Exhibit D – Applicant's Project description

Exhibit E – Existing Conditions Survey

Exhibit F – Aerial Photograph

Exhibit G – Site Photographs

Exhibit H – Public Comment

Exhibit A – Draft Ordinance

Ordinance No. 2019-19

AN ORDINANCE APPROVING THE CLAIM JUMPER SUBDIVISION PLAT AMENDMENT, LOCATED AT 4 CLAIM JUMPER COURT, 6 CLAIM JUMPER COURT, AND 8 CLAIM JUMPER COURT, IN PARK CITY, UTAH, AMENDING LOTS 68, 69, AND 70 OF THAYNES CANYON SUBDIVISION NO. 1 AND LOTS 68A, 69A, AND 70A OF ADDITIONS TO LOTS 65-84 THAYNES CANYON SUBDIVISION.

WHEREAS, the property owners of the properties located at 4 Claim Jumper Court, 6 Claim Jumper Court, and 8 Claim Jumper Court have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on February 23, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on February 27, 2019, the site was properly noticed and posted according to the 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 March 13, 2019, to receive input on the proposed Plat Amendment; and

WHEREAS, the Planning Commission on March 13, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 18, 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 Claim Jumper Subdivision, located at 4 Claim Jumper Court, 6 Claim Jumper Court, and 8 Claim Jumper Court.

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

SECTION 1. APPROVAL. The Claim Jumper Subdivision 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 properties are located at 4 Claim Jumper Court, 6 Claim Jumper Court, and 8 Claim Jumper Court.
2. The sites are within the Single Family (SF) District.

3. The Planning Department received a complete application for a Plat Amendment on November 29, 2018.
4. The Plat Amendment requests to combine six lots into three lots.
5. Proposed Lot 68 will contain 0.31 acres or 13,554 square feet. Proposed Lot 69 will contain 0.27 acres or 11,699 square feet. Proposed Lot 70 will contain 0.22 acres or 9,712 square feet.
6. There is one existing Single Family dwelling on each of the three Lots.
7. There is a five foot (5') Public Utility Easement along the Front of each of the main Lots (68, 69, and 70) and a seven foot (7') Public Utilities and Drainage Easement along both Sides and the Rear property lines of each of the main Lots (68, 69, 70). The Applicant proposes to maintain all of these with the exception of moving the Easement in the Rear to the new Rear property line of the combined Lots, see Attachment 1.
8. An Agreement between the City and Royal Street Land Company, restricting the use of parcels 65A-84A, was recorded at the Summit County Recorder's Office on March 23, 1977.
9. The City Council approved the Eriksen Replat (13 Hidden Splendor Court) on July 25, 1996. This Plat Amendment allowed the applicant to measure the Rear Setback from the new Rear boundary of the combined Lots.
10. The Good Cause requirement for subdivision plats was added to Utah State Code after the 1996 Eriksen Replat.
11. The City Council approved the 61 Thaynes Canyon Drive Subdivision (61 Thaynes Canyon Drive) on January 24, 2008. This Plat Amendment included a note that Setbacks would be dictated by the 1977 Agreement.
12. The City Council approved the 9 Hidden Splendor Replat (9 Hidden Splendor Court) on March 19, 2015. This Plat Amendment included a note stating that "The originally platted rear lot line shall be the line from which the rear yard setback is determined so that the original rear yard setback will not be altered by this plat amendment."
13. The majority of the homes in this neighborhood maintain the ten foot (10') Rear Setback from the "A" Lots since these lots were originally owned by the City (golf course) and the ten foot (10') Rear Setbacks were required.
14. As conditioned, the proposed plat amendment does not create any new non-complying or non-conforming situations.
15. 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 Plat Amendments.
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. Fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. A note shall be added to the plat stating that all conditions of the March 23, 1977 Agreement between Royal Street Land Company and the City, as stated in the document recorded as entry #137582 in Book M93, at the Summit County Recorder's Office, remains in full force and effect, including but not limited to the following two conditions:
 - a. The use of Lots 65A to 84A, inclusive, shall be restricted and limited to only landscaping, private recreation facilities, and fencing.
 - b. There shall be no construction, erection or maintenance of any buildings for use as primary dwelling buildings on the said lots of 65A to 84A inclusive, but the construction of garages and other ancillary buildings may, at the discretion of the City, be permitted, provided further, however, that a conditional use permit is first obtained from the City.
5. The area affected by the 1977 Agreement shall be cross-hatched on the plat prior to recordation.
6. The existing seven foot (7') wide Public Utilities and Drainage Easement will be relocated to the back of the combined lots.
7. All other existing Easements shall be maintained.
8. A note shall be added to the plat which shows where the former lot line was between the designated "A" lots and the regular lots and shall indicate that the Rear Setback shall be calculated from that line so that the Rear Setback is not altered by this Plat Amendment.
9. All other Conditions of Approval from the Thaynes Canyon Subdivision (recorded July 28, 1971, as Entry No. 113625) and the Thaynes Canyon Subdivision Addition to Lots 65-84 (recorded May 2, 1977, as Entry No. 137581), remain in full force and effect.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 18th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

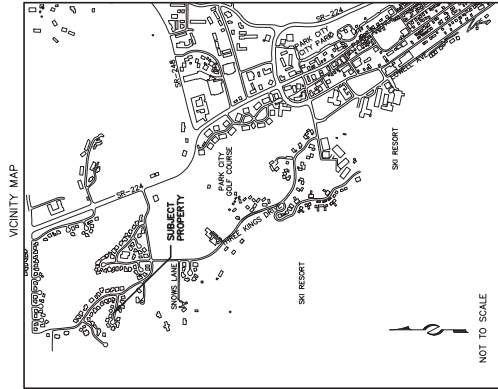
ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Claim Jumper Subdivision (Proposed)



SURVEYOR'S CERTIFICATE

I, Charles Gasti, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 6487 in the State of Utah, and that I am duly qualified to perform the duties of a Professional Land Surveyor. I have surveyed the above described land and 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.

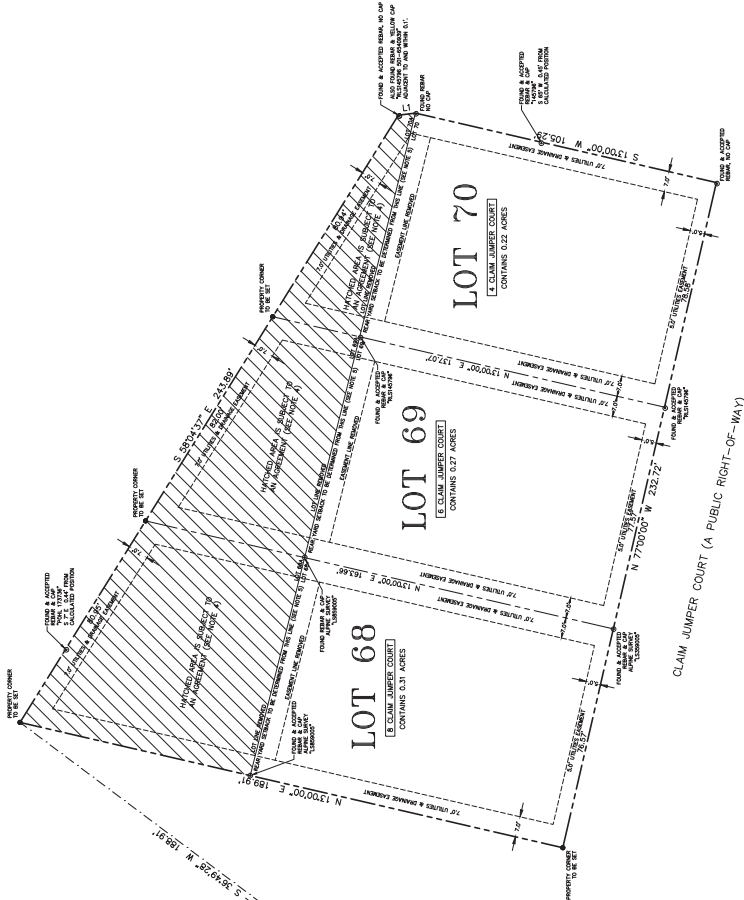
LEGAL DESCRIPTIONS

- PARCEL 1.**
LOT 68, THAYNES CANYON SUBDIVISION, according to the official plat thereof, recorded July 28, 1971, as Entry No. 113625 of the official records in the Office of the Summit County Recorder.
- PARCEL 2.**
LOT 69, ADDITION TO THAYNES CANYON SUBDIVISION, according to the official plat thereof on file and of record, in the Office of the Summit County Recorder.
- PARCEL 3.**
ALL OF LOT 69, THAYNES CANYON SUBDIVISION, NO. 1, according to the official plat thereof on file and of record in the Office of the Summit County Recorder.
- PARCEL 4.**
LOT 69A, ADDITION TO THAYNES CANYON SUBDIVISION, according to the official plat thereof on file and of record, in the Office of the Summit County Recorder.
- PARCEL 5.**
LOT 70, THAYNES CANYON SUBDIVISION, according to the official plat thereof on file and of record, in the Office of the Summit County Recorder.
- PARCEL 6.**
LOT 70A, ADDITION TO LOTS 65-84 THAYNES CANYON SUBDIVISION, according to the official plat thereof on file and of record, in the Office of the Summit County Recorder.

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2019-____ and amends Lots 68, 69 and 70 of Thayne's Canyon Subdivision, recorded July 28, 1971, as Entry No. 113625 of the official records in the Office of the Summit County Recorder.
- See Record of Survey S-9885.
- All Conditions of Approval from Thayne's Canyon Subdivision (Entry No. 113625) shall continue to apply and remain in full force and effect.
- All conditions of the March 23, 1977 Agreement between Royal Street Land Company and the City, as stated in the document recorded as Entry No. 137552 in Book M83, at the Summit County Recorder's Office, shall remain in full force and effect, including, but not limited to the following two conditions:
 - The use of Lots 65A to 84A, inclusive, shall be restricted and limited to only landscaping, private recreation facilities, and feeding.
 - There shall be no construction, erection, or maintenance of any buildings for use as primary dwelling buildings on the said lots of 65A to 84A, inclusive, but the construction of such buildings shall be permitted for use as secondary dwellings, provided that the construction of such buildings shall be subject to the approval of the City.
- The originally platted rear lot lines as shown on Thayne's Canyon Subdivision, recorded July 28, 1971, as Entry No. 113625, shall be the lines from which the rear yard setback is determined so that the original rear yard setback will not be altered by this plat amendment.

LINE	DIRECTION	LENGTH
LT	S 70°00'00" E	5.88'



CLAIM JUMPER COURT SUBDIVISION

LOCATED IN THE NORTH HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 12 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

FILED 2019 JUL 26 10:18 AM FILE: X:\Thayne's Canyon\den\2019\07262019\060818.dwg SHEET 1 OF 2

	SYNDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SYNDERVILLE 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 FIND THIS PLAN TO BE IN ACCORDANCE WITH THE 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 PLAN MAP WAS FILED BY PARK CITY OF _____, 2019 BY _____ PARK CITY RECORDER FEE _____ DATE _____ ENTRY NO. _____
--	---	---	--	--	--	--

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Christine Sells, a single woman, the undersigned owner as to Parcel 1, does hereby certify that she has caused this plat to be prepared, and does hereby consent to the recordation of this plat.

In witness whereof, the undersigned set her hand this _____ day of _____, 2018.

By: Christine Sells, a single woman

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 2018, Christine Sells personally appeared before me, whose name is personally known to me or proven on the basis of satisfactory evidence, and also by me duly sworn/offsworn, that she acknowledged to me that she executed the CLAIM JUMPER COURT SUBDIVISION.

A Notary Public commissioned in _____
Printed Name _____
Reading in _____
My commission expires _____
Commission No. _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Christine Sells, the undersigned owner as to Parcel 2, does hereby certify that she has caused this plat to be prepared, and does hereby consent to the recordation of this plat.

In witness whereof, the undersigned set her hand this _____ day of _____, 2018.

By: Christine Sells

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 2018, Christine Sells personally appeared before me, whose name is personally known to me or proven on the basis of satisfactory evidence, and also by me duly sworn/offsworn, that she acknowledged to me that she executed the CLAIM JUMPER COURT SUBDIVISION.

A Notary Public commissioned in _____
Printed Name _____
Reading in _____
My commission expires _____
Commission No. _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Kurt T. Damschroder, an unmarried man, the undersigned owner as to Parcel 3, does hereby certify that he 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 _____, 2018.

By: Kurt T. Damschroder, an unmarried man

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 2018, Kurt T. Damschroder personally appeared before me, whose name is personally known to me or proven on the basis of satisfactory evidence, and also by me duly sworn/offsworn, that he acknowledged to me that he executed the CLAIM JUMPER COURT SUBDIVISION.

A Notary Public commissioned in _____
Printed Name _____
Reading in _____
My commission expires _____
Commission No. _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Kurt Damschroder, the undersigned owner as to Parcel 4, does hereby certify that he 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 _____, 2018.

By: Kurt Damschroder

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 2018, Kurt Damschroder personally appeared before me, whose name is personally known to me or proven on the basis of satisfactory evidence, and also by me duly sworn/offsworn, that he acknowledged to me that he executed the CLAIM JUMPER COURT SUBDIVISION.

A Notary Public commissioned in _____
Printed Name _____
Reading in _____
My commission expires _____
Commission No. _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Nancy W. Shott, Trustee of the Nancy W. Shott share of the Nancy W. Shott and William W. Shott Family Trust U/O/A 5/2/00, as amended, to be held in the Nancy W. Shott share of said trust, the undersigned owner as to Parcel 5, does hereby certify that she has caused this plat to be prepared, and does hereby consent to the recordation of this plat.

In witness whereof, the undersigned set her hand this _____ day of _____, 2018.

By: Nancy W. Shott, Trustee

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 2018, Nancy W. Shott personally appeared before me, whose name is personally known to me or proven on the basis of satisfactory evidence, and also by me duly sworn/offsworn, that she acknowledged to me that she executed the CLAIM JUMPER COURT SUBDIVISION.

A Notary Public commissioned in _____
Printed Name _____
Reading in _____
My commission expires _____
Commission No. _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Nancy W. Shott and William W. Shott, Trustees of the Nancy W. Shott and William W. Shott Family Trust U/O/A 5/2/00, as amended, to be held in the Nancy W. Shott share of said trust, the undersigned owner as to Parcel 6, does hereby certify that they have caused this plat to be prepared, and do hereby consent to the recordation of this plat.

In witness whereof, the undersigned set their hands this _____ day of _____, 2018.

By: Nancy W. Shott, Trustee

By: William W. Shott, Trustee

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 2018, Nancy W. Shott personally appeared before me, whose name is personally known to me or proven on the basis of satisfactory evidence, and also by me duly sworn/offsworn, that she acknowledged to me that she executed the CLAIM JUMPER COURT SUBDIVISION.

A Notary Public commissioned in _____
Printed Name _____
Reading in _____
My commission expires _____
Commission No. _____

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 2018, William W. Shott personally appeared before me, whose name is personally known to me or proven on the basis of satisfactory evidence, and also by me duly sworn/offsworn, that he acknowledged to me that he executed the CLAIM JUMPER COURT SUBDIVISION.

A Notary Public commissioned in _____
Printed Name _____
Reading in _____
My commission expires _____
Commission No. _____



322 Main Street, P.O. Box 2044, Fort Collins, CO 80502-2044

(435) 548-2457

CLAIM JUMPER COURT SUBDIVISION

LOCATED IN THE NORTH HALF OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

11/2/18 JOB NO.: 4-9-18 FILE: A:\ThamesCanyon\Jung\er\p02018\069318.dwg

SHEET 2 OF 2

RECORDED	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____	_____
FEE _____	RECORDER _____
TIME _____	DATE _____ ENTRY NO. _____

Exhibit B – Current Plats:
Thaynes Canyon Subdivision &
Thaynes Canyon Subdivision
Addition to Lots 65-84

[illegible]

A SUBDIVISION LOCATED IN THE N 1/2 OF SECTION 6
TOWNSHIP 2, SOUTH RANGE 4 EAST
SALT LAKE BASIN AND MEXICAN



KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SURVEINED INTO LOTS TO BE HEREAFTER KNOWN AS ADDITIONS TO LOTS 65-84 THAYNES CANYON SUB-DIVISION TO HEREBY DEDICATE FOR PUBLIC USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS, THIS 2ND DAY OF ~~January~~ A.D. 1977

J. Warren King
J. WARREN KING
PRESIDENT

STATE OF UTAH
COUNTY OF SALT LAKE

ON THIS 27th DAY OF SEPTEMBER, A.D. 1977 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC FOR SAID DISTRICT AND COUNTY, J. WARREN KING, PRESIDENT OF ROYAL STREET LAND COMPANY, A UTAH CORPORATION, THAT HE DID OWN THE OWNERS REGISTRATION FOR THE 1977 FORD MUSTANG AND IN REGALE OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION ENJOYED THE SAME.

Lucy D. Dahlen CLERK OF DISTRICT COURT, COUNTY OF UTAH

WALL STREET JOURNAL IN WORLDWIDE
EDITION

PLAT RECORDED No. 137581
AT THE REQUEST OF Royal Street Land Co
DATE May 2, 1977 TIME 10:30
1900 Wanda Y. Lee

CONCURRENTLY RECORDED WITH A
CERTAIN AGREEMENT BY AND BETWEEN
ROYAL STREET LAND COMPANY AND
PARK CITY MUNICIPAL CORPORATION.

COUNCIL APPROVAL & ACCEPTANCE

APPROVED & ACCEPTED BY THE PARK CITY
COUNCIL THIS 17 DAY OF February
A.D. 1977

Leon Triarte
MAYOR

CERTIFICATE OF ATTEST
ATTEST THIS 24th DAY OF
March A.D. 1977

Bruce C. Decker
PARK CITY RECORDER

APPROVAL AS TO FORM

Michael J. Colaninno
PARK CITY ATTORNEY

ENGINEERS CERTIFICATE

DAY OF MARCH A.D. 1977

John D. Robisco
NEW CITY ENGINEER

CITY PLANNING COMMISSION

Burns Shatto
CHAIRMAN

PREPARED BY :
J.J. JOHNSON & ASSOCIATES
CIVIL ENGINEERING, PLANNING, SURVEYING
1515 PARK AVENUE P.O. BOX 1061
PARK CITY, UTAH 84300

77

Exhibit C – The 1977 Agreement

INDEXED: _____
GRANTOR: _____
GRANTEE: _____
RELEASED: _____
ABSTRACTED: _____
STAMPED: _____

AGREEMENT

Entry No.	137582	Book	M 93
RECORDED	5. 2. 77	at	10:31 M Page 324-7
REQUEST of	Royal Street Land Co.		
TEE	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER		
\$	5.00	By	Wanda Y. Spriggs
INDEXED	ABSTRACT		

This Agreement made and entered into this 23RD day of March, 1977, by and between ROYAL STREET LAND COMPANY, a Utah corporation, hereinafter referred to as the "developer," and PARK CITY, a municipal corporation, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, Developer is the owner and developer of a certain tract of land, located within the city limits, and more specifically described in the attached Exhibit "A" which by reference is incorporated herein and made a part hereof; and

WHEREAS, said tract of land has been subdivided into lots and affects lots 65 to 84 of the existing Thaynes Canyon Subdivision; and

WHEREAS, the City Council wishes to approve the subdivision of the said tract of land as a platted subdivision, subject, however, to certain conditions hereinafter enumerated; and

WHEREAS, said conditions of approval as contained herein, shall be recorded simultaneously with the recordation of the final approved plat of said subdivision, and shall affect only lots 65 to 84 of the Thaynes Canyon subdivision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the parties agree as follows:

BOOK M 93 PAGE 324

1. The property described in the attached Exhibit "A", as subdivided in lots numbering 65A to 84A inclusive, shall be offered for sale by the owner-developer, to only those persons who have right, title and interest in lots 65 to 84, inclusive, of the existing Thaynes Canyon Subdivision.

2. The use of lots 65A to 84A, inclusive, shall be restricted and limited to only landscaping, private recreation facilities and fencing.

3. There shall be no construction, erection or maintenance of any buildings for use as primary dwelling buildings on the said lots of 65A to 84A inclusive, but the construction of garages and other ancillary buildings may, at the discretion of the City, be permitted, provided further, however, that a conditional use permit is first obtained from the City.

4. This agreement shall be part of and be annexed as an Exhibit to the final approved plat of the plat known as "Addition to Lots 65 to 84 Thaynes Canyon Subdivision, and shall be recorded as such, said subdivision plat being recorded as

number 137581.
DEVELOPER

ROYAL STREET LAND COMPANY

PARK CITY CORPORATION

By Marion King
President

By Leon Thriant
Mayor

SECRET.


Secretary

James C. Decker
City Recorder

City Recorder

STATE OF UTAH)

• • •

COUNTY OF SALT LAKE)

On the 23rd day of March, 1977, personally appeared before me Warren King and M. Scott Woodland, who being by me duly sworn did say, each for himself, that he, the said Warren King, is the President, and he, the said M. Scott Woodland, is the secretary of ROYAL STREET LAND COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Warren King and M. Scott Woodland each duly acknowledged to me that the said corporation executed the same for the purposes contained hereinabove.

Donald M. Taylor
NOTARY PUBLIC; Residing in
Salt Lake County, Utah

NOTARY PUBLIC; Residing in
Salt Lake County, Utah

Salt Lake County, Utah

BOOK 93 PAGE 326

EXHIBIT "A"

Beginning at a point south 1120.00 Feet and West 2732.55 Feet from the north east corner of Section 8, Township 2 South, Range 4 East. Salt Lake Base and Meridian. Said point also being the most southerly corner of lot 78 of the Thaynes Canyon Subdivision as recorded; thence running along the boundary line of said Thaynes Canyon Subdivision as follows: South 55°00'00" East 148.77 feet; thence South 42°08'00" East 186.81 feet, thence South 7°00'00" East 65.00 feet; thence North 76°00'00" West 344.74 feet; thence South 61°30'00" West 122.00 feet; thence South 18°00'00" West 111.00 feet; thence South 16°00'00" East 75.00 feet; thence leaving the boundary line of said Thaynes Canyon Subdivision, North 84°01'55" West 196.22 Feet to the South East corner of Lot 84; thence along the boundary line of said subdivision north 40°30'00" East 410.01 feet; thence North 64°00'00" East 89.77 feet; thence North 35°00'00" East 84.99 feet to the point of beginning. Contains 2.027 acres.

BOOK 93 PAGE 327

Exhibit D – Applicant's Project description

Claim Jumper Court Subdivision
Lots 68, 68A, 69, 69A, 70 & 70A, Thaynes Canyon Subdivision

(8, 6 & 4 Claim Jumper Court)

Project Intent
March 7, 2019

Lots 68, 69 and 70 are located in Thayne's Canyon Subdivision, recorded July 28, 1971, as Entry No. 113625. Lots 68A, 69A and 70A are adjacent to each of the respective aforementioned lots and are recorded on a separate plat entitled Additions to Lots 65 – 84 Thaynes Canyon Subdivision, recorded May 2, 1977, as Entry No. 137581.

Lots 68, 69 and 70 are each occupied by a single family residence. This plat amendment proposes to incorporate each of the three "A" lots into each of the respective primary lots and remove the lot line between the primary lot and the "A" lot and create three lots of record.

The deeds (included in this submittal) for the "A" lots state that no building may be constructed as a primary dwelling, but other ancillary buildings may be constructed if a conditional use permit is first obtained from the City. The existing residence on Lot 70 (8 Claim Jumper Court) is currently being remodeled. The owners of Lots 68 and 69 have no plans for improvements at this time.

Exhibit E – Existing Conditions Survey

THAYNES CANYON SUBDIVISION

LOCATED IN THE NORTH HALF OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY-EXISTING CONDITIONS
SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Charles Gast, certify that I am a Professional Land Surveyor and that I hold License No. 724899, as prescribed by the laws of the State of Utah. I have personally surveyed the property shown on this plat and I am a correct representation of said survey.



LEGAL DESCRIPTION

All of Lots 68, 69, and 70, THAYNES CANYON SUBDIVISION, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

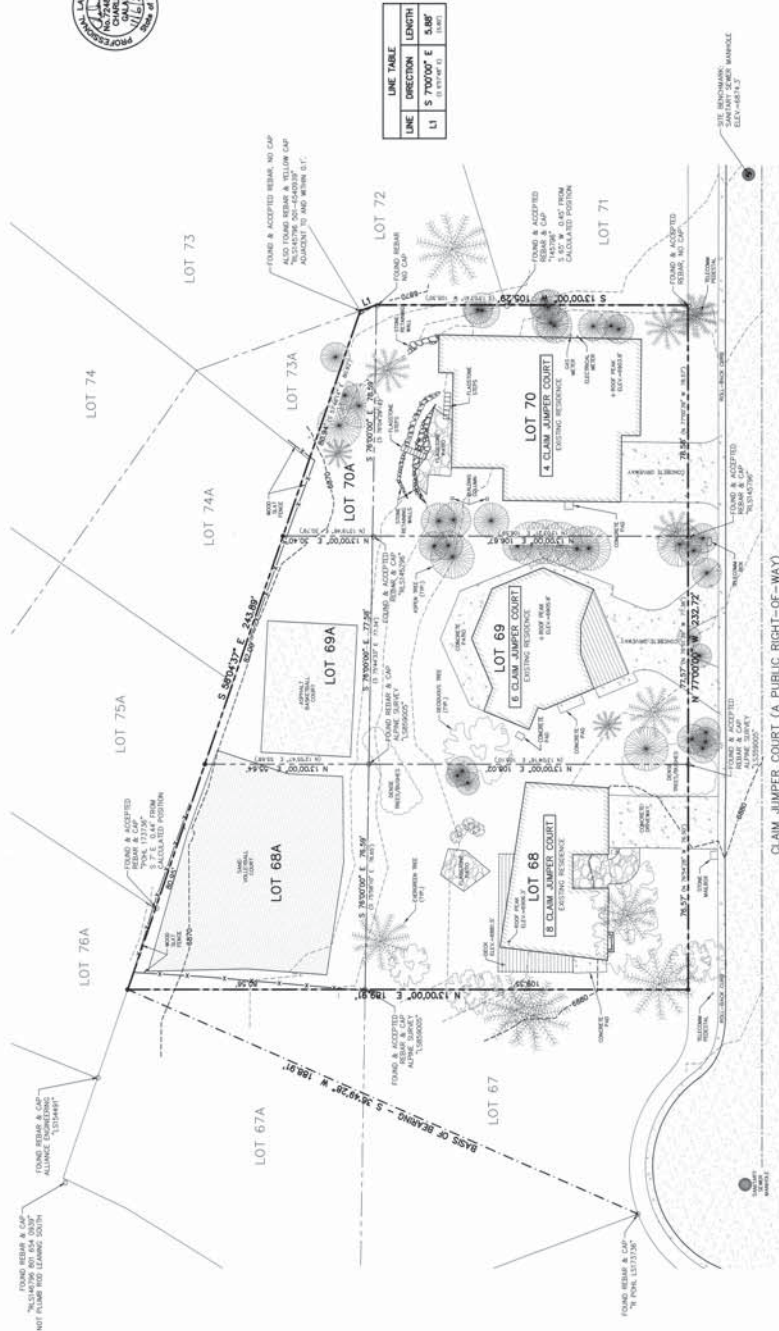
All of Lots 68A, 69A, and 70A, ADDITIONS TO LOTS 65-84 THAYNES CANYON SUBDIVISION, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

NOTES

1. Basis of Bearings for this survey is between the found and set subdivision lot corner monuments as shown on this plat.
2. Field work for this survey was performed October 15, 2018, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform an Existing Conditions and Topography survey for preparation of a subdivision plat amendment for the subject parcels.
4. A Title Report was not provided to the surveyor and no easements or setbacks were located as part of this survey. The owner of the property should be aware of any items affecting the property that may not be shown on this plat. The surveyor is not responsible for locating easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. County tax maps, recorded deeds, Thayne Canyon Subdivision Plat, Addition to Lots 65-84 Thayne Canyon Subdivision Plat, Records of Survey S-4302, S-5966, S-7407 and S-7935 (all as shown), and physical evidence found in the field were used to determine the boundary as shown on this plat.
6. Site Benchmark: Sanitary Sewer Manhole, Elevation=8274.3 as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were set or found as shown.
9. Measured bearings and distances, when different from record, are shown in parentheses ().

LEGEND

- Set 3/4" x 3/4" x 3/4" (Aluminum) (Owner's corner monument)
- Found (Owner's corner monument)
- Found (Surveyor's corner monument)
- Found Street Monument (As-located)



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 77°00'00" E	5.88'
	(As-located)	(As-located)

(435) 647-1467



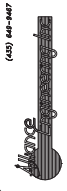
CONSULTING ENGINEERS LAND PLANNING SURVEYING
323 West Street, 4th Floor, Salt Lake City, Utah 84101-2040

STAFF:
CHARTERED SURVEYORS, INC.
RYAN SETZ
CARTER HARRISON
COP TONKIN
JASON WYNN
MARSHALL KING
DATE: 11/6/18

RECORD OF SURVEY
THAYNES CANYON, LOTS 68-70, 68A-70A
FOR: NANCY SHOTT, CHRISTINA SALLY, & KURT DAMSCHRODER
JOB NO.: 6-9-18
FILE: X:\ThayneCanyon.dwg (ver\72018\060918\060918-rsa.dwg)

SHEET
1
OF
1

Exhibit F – Aerial Photograph



STAFF:
MARSHALL KING
DUSTIN CARRISH

DATE: 1/28/18

THAYNES CANYON, LOTS 68-70, 68A-70A

FOR: NANCY SHOTT, CHRISTINA SULLY, & KURT DAMSCHRODER

FILE: K:\ThaynesCanyon\dwg\PlotEshita\Thaynes 68-70 aerial.dwg

SHEET
1
OF
1

Exhibit G – Site Photographs



Looking Northeast at Lot #68



Looking North at Lot #69



Looking Northeast at Lot #70



Looking Northwest at Lot #70



Looking West from Lot #70



Looking Southeast at Lot #70



Looking Southeast at Lot #69



Looking Southeast at Lot 68, 69 & 70

Exhibit H – Public Comment

Thank you for the notice for the PL-19-04040

PL-19-04040

The PL-19-04040 application proposes to combine six (6) lots into 3 lots for three of the homeowners and measure the rear setbacks for each of the three (3) new lots from the new lot line instead of the original lot line.

On February 19, 2015 the Park City Planning Commission heard this same request from me:

i.e. to measure the setback from the rear of the new lot line formed. The Planning Commission clearly said no to my request in 2015.

“The Planning Commission noted that neighborhood compatibility, in terms of location of homes, should be maintained. The Commission concluded that the rear yard setbacks for this property should be consistent with the majority of the lots in the neighborhood and that a 10’ rear yard setback from the original “A” lots should be maintained. The Commission also stated that if lots are consolidated in this neighborhood, the plat should contain notes and a building envelope that respects the original rear yard setback line.

The Park City Council reheard my application on March 19, 2015 and agreed with the Park City Planning Commission. The Park City Council voted against the movement of the rear setback line.

“.. Based on these Findings, the Planning Commission requested an additional condition of approval (#7) clarifying that the rear yard setback line that currently exists will continue to be maintained: 7. A note shall be added to the plat which shows where the former lot line was between the “A” lots and the regular lots and shall indicated that the rear yard setback shall be calculated from that line so that the rear yard setback is not altered by this plat amendment. Staff has included these new Findings and Condition of Approval in the draft ordinance...”.

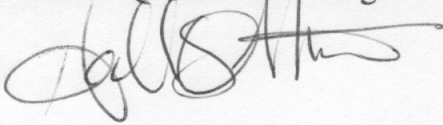
As the owner of 9 Hidden Splendor Ct, I did not agree with the decision of the

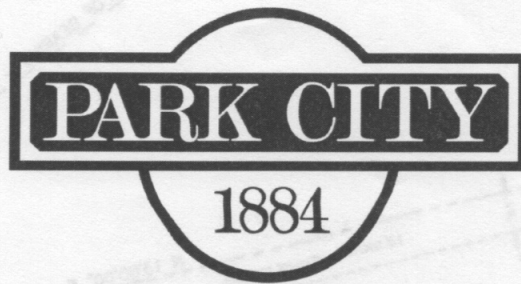
Park City Planning Commission in respect to the rear setback line remaining measured from the original back lot line. I also disagreed with the City Council's decision to confirm the Park City Planning Commission's decision.

However, I directed the replat be recorded, my new home redesigned with a 10 foot setback from the original lot line. I built my new home and moved forward.

As much as I disagree with the decisions of 2015, It would be capricious, irresponsible, arbitrary and wrong for the commission and council to now alter their positions of 2015.

Hallie Quinn McFetridge

A handwritten signature in dark ink, appearing to read 'Hallie Quinn McFetridge', written in a cursive style.



February 27, 2019

**NOTICE OF PUBLIC HEARING
TO ADJACENT PROPERTY OWNERS**

Dear Property Owner:

The Park City Planning Department has received an application for a project to be located in your neighborhood as described below. The Planning Commission will review the proposed Plat Amendment during their regularly scheduled meeting on Wednesday, March 13, 2019 at 5:30 PM in the Council Chambers in the Marsac Municipal Building located at 445 Marsac Avenue, Park City, Utah 84060. The City Council will review the application and may take Action on the Plat Amendment at their meeting on Thursday, April 18, 2019 at 6:00 PM, also in the Council Chambers.

Application #:	PL-19-04040
Application type:	Plat Amendment
Project Location:	4 Claimjumper Ct, Park City, UT 84060 6 Claimjumper Ct, Park City, UT 84060 8 Claimjumper Ct, Park City, UT 84060
Applicant:	Nancy Shott (Applicant representative Marshall King – Alliance Engineering)
Project Description:	The applicant proposes to combine six lots into three lots. The applicant is also proposing to measure the Rear Setback off of the new Lot line instead of the original Lot line.

If you have any questions or comments regarding the proposal, please contact Laura Newberry at (435) 615-5063 or Laura.newberry@parkcity.org. You are invited to attend the meetings and share public comment with the Planning Commission and/or City Council.

Sincerely,

A handwritten signature in cursive script that reads "Laura Newberry".

Laura Newberry, Planner I
Park City Planning Department

City Council Staff Report

Subject: Prospect Place Plat Amendment
Author: Tippe Morlan, MS, AICP, Planner II
Date: April 18, 2019
Type of Item: Legislative – Plat Amendment

Project Number:	PL-19-04174
Applicant:	Gregory Harry Balch and Shirley Ann Acaya
Location:	86 Prospect Street
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential – Single-family dwellings
Reason for Review:	Extensions of plat amendments require City Council action

Proposal

The Prospect Place Plat Amendment was originally approved by the City Council on April 5, 2018. The Planning Department received a request for a one year extension for this approval on March 21, 2019. The applicant is requesting more time to comply with Condition of Approval 5 which requires that the existing structures be removed before plat recordation to prevent establishing a new lot line running through an existing structure. There have been no modifications to the original request.

The applicant is requesting to convert two existing lots addressed at 86 Prospect Street into three new lots of record. The site consists of Lot 12 of Block 18 of the Park City Survey and a metes and bounds parcel 75 feet wide by 80 feet deep located south of and adjacent to Lot 12. The proposed plat amendment creates three lots, one at 2,002 square feet and two at 2,908 square feet in size. There is an existing non-historic structure with a small shed and an accessory building approved as an art studio at this address.

Recommendation

Staff recommends that the City Council hold a public hearing and consider **approving** a one year extension of the Prospect Place Plat Amendment located at 86 Prospect Street based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Background

1907 – The existing structure was constructed on this site according to Summit County records.

1982 – The 1982 Historic Property Survey indicated that it had been significantly altered and was “close to being [a] new structure” although the City shows no records of permits or applications for the alterations. It was not included in the 2009 Historic Property Inventory and is not listed on the current Historic Sites Inventory.

July 11, 1994 – The Historic District Commission approved the construction of a one room studio structure to be used as an art studio at this location.

February 15, 2018 – The City received a complete Plat Amendment application for the Prospect Place Plat Amendment (Project Number PL-18-03792).

March 14, 2018 – The Planning Commission reviewed this Plat Amendment application and issued a positive recommendation to the City Council. The motion passed with a unanimous vote (see Exhibit G for Minutes).

April 5, 2018 – The City Council approved the Prospect Place Plat Amendment with a unanimous vote (see Exhibit H for Minutes).

March 21, 2019 – The City received a complete Plat Amendment application for a one year extension of the Prospect Place Plat Amendment.

Analysis

Applicants may request time extensions of the City Council approval by submitting a written request to the Planning Department prior to the expiration of approval according to [LMC 15-7.1-6\(C\)\(5\) Final Subdivision Plat](#) and as stated in Condition of Approval #2 from the original plat approval. The applicant submitted a complete Request for Extension Application to the Planning Department on March 21, 2019.

The City Council may grant an extension to the expiration date when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or finding of non-compliance with the General Plan or Land Management Code. Staff has reviewed the applicant's Request for Extension and found no changes in circumstance, including no physical changes to the property or surroundings.

The analysis of this plat amendment was included in the [April 5, 2018 City Council Staff Report](#) and related [exhibits](#). This was approved by the City Council on that date with [Ordinance 2018-14](#).

The City Council's approval of the plat amendment in 2018 included site specific Conditions of Approval as follows, which remain in place as a part of this plat extension:

- A 10 foot wide public snow storage easement along the frontage of Prospect Street is required and shall be provided on the plat.
- Removal of existing structures that will create new non-complying setback situations with the new lot lines is a condition precedent to recordation of this plat amendment.
- The encroaching shed shall be removed or relocated to resolve the encroachment prior to plat recordation.

Department Review

This project has gone through an interdepartmental review. No issues were brought up at that time.

Process

Approval of the extension application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. The extension provides an additional year for the applicant to record the condominium plat at Summit County. Recordation shall occur prior to April 18, 2020 or the approval will expire, unless the applicant submits a written request for an additional extension.

A Historic District Design Review application will need to be submitted for review by Planning Staff prior to issuance of building permits. A Steep Slope Conditional Use Permit will also be required for development on any slopes exceeding 30 percent in grade as required in the HR-1 district.

Notice

On April 3, 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 March 30, 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 request for an extension of approval for the Prospect Place Plat Amendment as conditioned or amended; or
- The City Council may deny the request for an extension of approval for the Prospect Place Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the extension request to a date certain and request additional information.
- There is not a “no action” option with this type of item.

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 one individual lot and one metes and bounds parcel, and the existing house would continue to have a non-complying front yard setback and a shed which encroaches over the south property line.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B – Survey
Exhibit C – Aerial Photograph
Exhibit D – Existing Plat
Exhibit E – Applicant’s Request for Extension
Exhibit F – Site Photographs
Exhibit G – March 14, 2018 Planning Commission Minutes
Exhibit H – April 5, 2018 City Council Minutes

Ordinance No. 2019-20

AN ORDINANCE APPROVING AN EXTENSION OF THE APRIL 5, 2018 APPROVAL OF THE PROSPECT PLACE PLAT AMENDMENT LOCATED AT 86 PROSPECT STREET, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 86 Prospect Street has petitioned the City Council for approval of an extension of the Prospect Place Plat Amendment approval; and

WHEREAS, on April 3, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on March 30, 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 March 14, 2018, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on March 14, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 5, 2018, the City Council held a public hearing and approved the Prospect Place Plat Amendment; and

WHEREAS; the City Council, held a public hearing on April 18, 2019 and approved an extension of the plat approval to April 18, 2020;

WHEREAS, it is in the best interest of Park City, Utah to approve the extension of the Prospect Place Plat Amendment located at 86 Prospect Street to allow time to resolve issues of interest to the City that also require compliance prior to plat recordation.

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

SECTION 1. APPROVAL. The Prospect Place 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 property is located at 86 Prospect Street.

2. The site consists of Lot 12 of Block 18 of the Park City Survey and a metes and bounds parcel 75 feet wide by 80 feet deep located south of and adjacent to Lot 12.
3. The property is in the Historic Residential (HR-1) District.
4. There is an existing non-historic structure with an accessory building approved as an art studio at this address.
5. On February 28, 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 February 24, 2018, according to requirements of the Land Management Code.
6. The City received a Plat Amendment application for the Prospector Place Plat Amendment on February 8, 2018. The application was deemed complete on February 15, 2018.
7. The proposed plat amendment will create three lots, one at 2,002 square feet and two at 2,908 square feet in size.
8. Each of the proposed lots is of sufficient area for a single family house and not of sufficient area for a duplex.
9. Existing Lot 12 is 1994.20 square feet and has sufficient lot area for a single family house.
10. The metes and bounds parcel is 5,830 square feet and has sufficient area for a duplex. Duplexes require a Conditional Use Permit in the HR1 District.
11. The existing home was constructed in 1907 and has been altered in a manner that it is not on the Historic Sites Inventory.
12. The existing home is a single-family dwelling which is an allowed use in the HR-1 district.
13. There is an accessory structure on the property which was approved as an art studio in 1994.
14. There is a shed on the property which encroaches over the south property line and onto neighboring property.
15. The minimum lot area in this zone is 1,875 square feet. One of the proposed lots is 2,002 square feet in size and two are 2,908 square feet in size.
16. The minimum lot width in the HR-1 zone is 25 feet. The proposed lots meet this requirement with one lot 25 feet wide and two lots 36.3 feet wide.
17. The proposed lots will each be approximately 80 feet deep.
18. The minimum front yard setback is 12 feet. The existing house has a 4 foot front yard setback.
19. The minimum rear yard setback is 12 feet. The existing house has a 26 foot rear yard setback.
20. All three new lots will have a front and rear yard setback of 12 feet each and 25 feet total.
21. The minimum side yard setback is 10 feet on each side and 24 feet total. The existing house has a 27 foot side yard setback on the north side and a 23 foot side yard setback on the south side with a total of 56 feet on both sides.
22. The existing structure does not meet front yard setback requirements.
23. The maximum building footprint for a lot this size is 2,520.4 square feet. The existing footprint meets this standard at approximately 1,805 square feet.

24. The maximum building footprint is 894.49 square feet for the proposed Lot 1 and 1,234.8 square feet for the proposed Lots 2 and 3.
25. The existing structures will need to be removed before the plat is recorded.
26. A Historic District Design Review application is required for any new construction proposed at the existing site.
27. A Steep Slope Conditional Use Permit is required for any construction proposed on slopes greater than 30 percent according to the HR-1 requirements. Construction mitigation, including parking of construction vehicles, will need to be addressed with each building permit.
28. Prospect Street is a narrow steep street that can at times receive heavy snowfall. Snow storage easements along public streets allow the City to efficiently plow and clear streets.
29. City Council approved the Prospect Place Plat Amendment as Ordinance 2018-14 on April 5, 2018.
30. On March 21, 2019, the applicant submitted a written request for an extension of the approval to allow additional time to address the required conditions of approval that have to be completed prior to plat recordation.
31. There have been no changes of circumstance of either the property, the Land Management Code, or the zoning map, since the date of approval, that create the need to make additional changes to the proposed plat prior to action on the extension request.
32. The Land Management Code allows for the City Council to approve extensions of plat approvals.

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. A 10 foot wide public snow storage easement along the frontage of Prospect Street is required and shall be provided on the plat.

5. Removal of existing structures that will create new non-complying setback situations with the new lot lines is a condition precedent to recordation of this plat amendment.
6. The encroaching shed shall be removed or relocated to resolve the encroachment prior to plat recordation.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 18th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

MAYOR

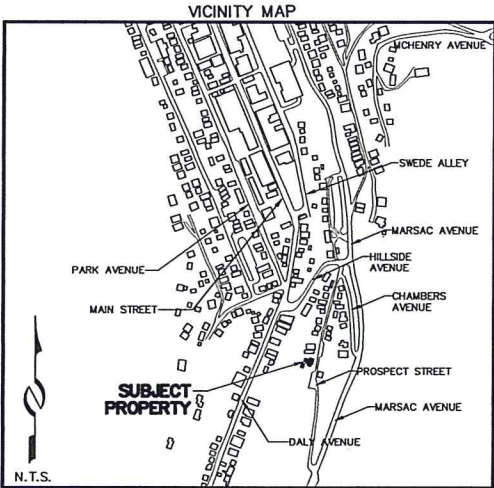
ATTEST:

City Recorder

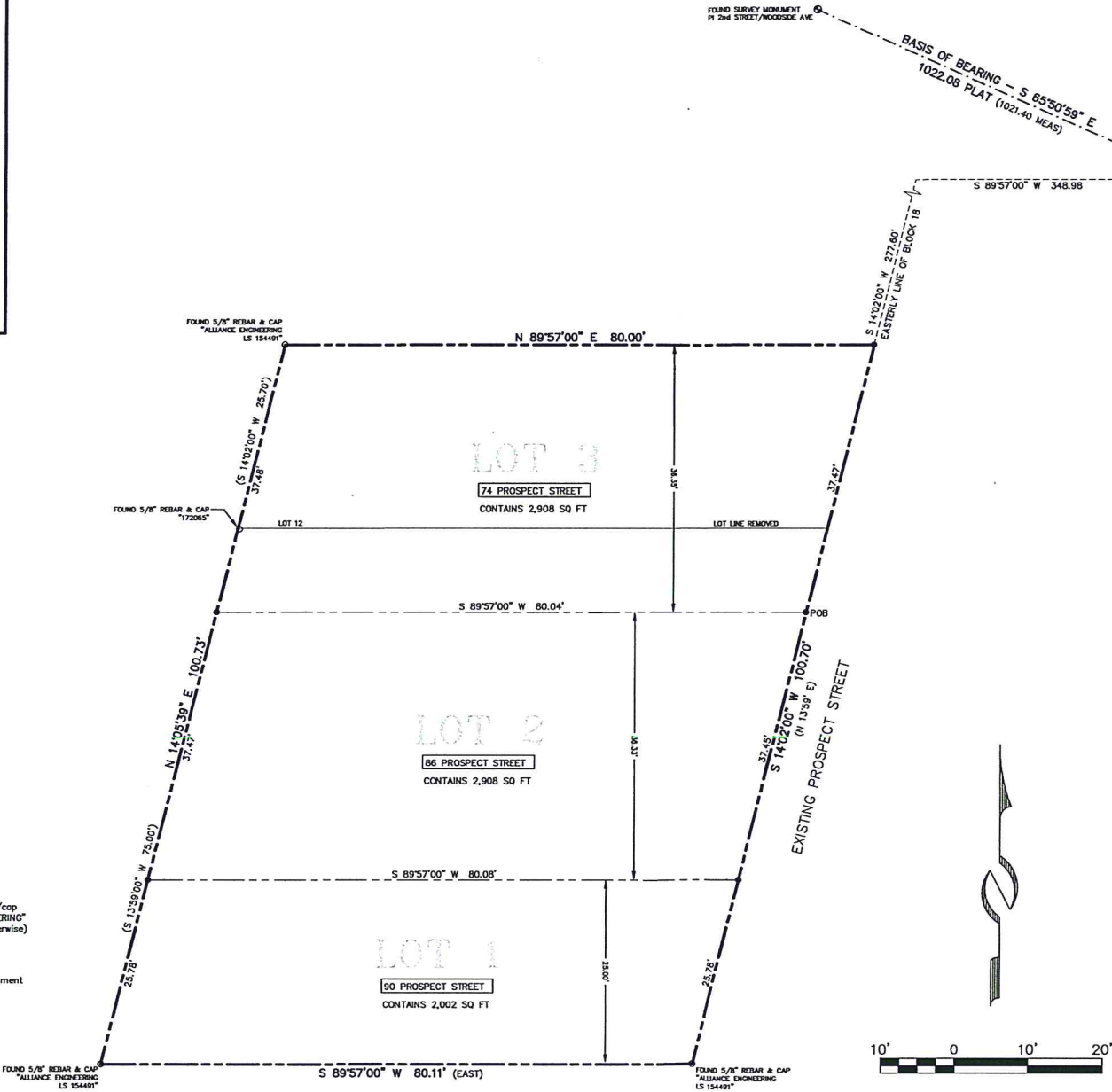
APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat



- LEGEND
- Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
 - Found Monument (As-Noted)
 - Found Street Monument (As-Noted)



SURVEYOR'S CERTIFICATE

I, Charles Galati, 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 owners, PROSPECT PLACE PLAT AMENDMENT has been prepared under my direction and that the same has been monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

LEGAL DESCRIPTION

Lot 12, Block 18, Park City Survey, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

Also, a tract of land beginning at a point West 355.35 feet and South 13°59' West 303.90 feet from the Northeast Corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the Southeast corner of Lot 12, Block 18 Park City Survey, and running thence West 80.11 feet, South 13°59' West 75 feet; East 80.11 feet; North 13°59' East 75 feet to beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, Gregory Harry Balch and Shirley Ann Acaya, trustees of the Gregory Harry Balch & Shirley Ann Acaya Living Trust, dated September 1998, and any amendments thereto, hereby certify that they have caused a plat to be made and this Plat to be prepared and hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this ____ day of _____, 2018.
By: Gregory Harry Balch, Trustee

In witness whereof, the undersigned set her hand this ____ day of _____, 2018.
By: Shirley Ann Acaya, Trustee

ACKNOWLEDGMENT

State of _____
County of _____

On this ____ day of _____, 2018, Gregory Harry Balch, trustee, personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gregory Harry Balch acknowledged to me that he is the person whose name is subscribed to this instrument, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Notary Public
Printed Name _____
Residing in: _____
My commission expires: _____

ACKNOWLEDGMENT

State of _____
County of _____

On this ____ day of _____, 2018, Shirley Ann Acaya, trustee, personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Shirley Ann Acaya acknowledged to me that she is the person whose name is subscribed to this instrument, and that she signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Notary Public
Printed Name _____
Residing in: _____
My commission expires: _____

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2018-_____.
- Record bearings and distances, when different from measured, are shown in parenthesis ().
- See Record of Survey S-7901.



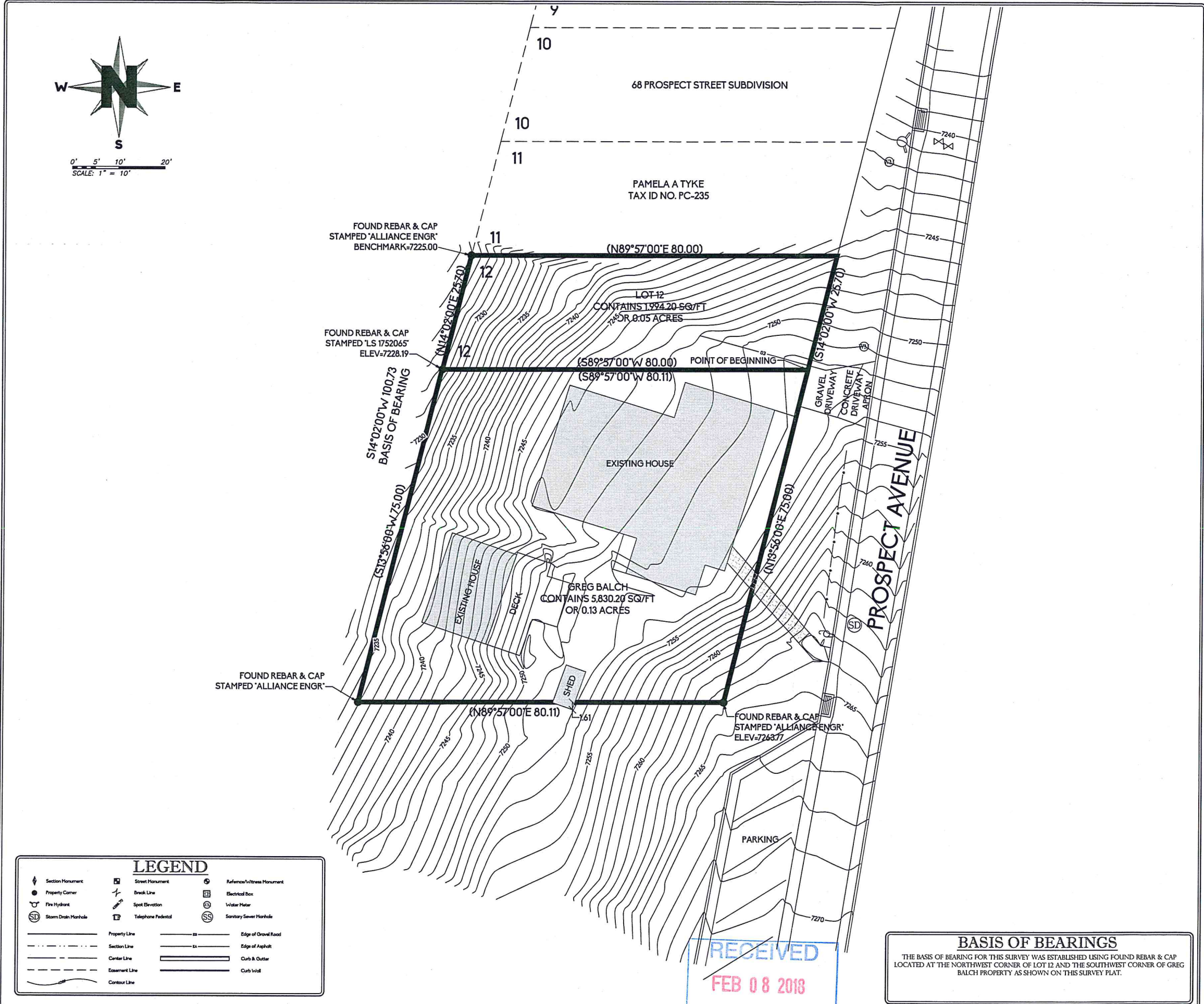
A LOT & PARCEL COMBINATION PLAT
BLOCK 18, PARK CITY SURVEY
PROSPECT PLACE PLAT AMENDMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

JOB NO.: 16-1-18 FILE: X:\PCS\dwg\sr\plat2018\160118.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 _____, 2018 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2018 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2018 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2018 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2018 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2018 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ TIME _____ DATE _____ ENTRY NO. _____
--	---	--	---	---	---	---	--



SURVEYOR'S CERTIFICATE

I, MICHAEL L. WANGEMANN, SYRACUSE, UTAH, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AND THAT I HOLD LICENSE NO. 6431156 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HAVE MADE A SURVEY OF THE BOUNDARIES OF THE FOLLOWING DESCRIBED PROPERTY:

(SEE BELOW)

I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE TRUE DIMENSIONS OF THE BOUNDARIES SURVEYED AND OF THE VISIBLE IMPROVEMENTS EFFECTING THE BOUNDARIES AND THEIR POSITION IN RELATIONSHIP TO SAID BOUNDARIES; THAT NONE OF THE VISIBLE IMPROVEMENTS ON THE ABOVE DESCRIBED PROPERTY ENCRUSCH UPON ADJOINING PROPERTIES, AND THAT NO VISIBLE IMPROVEMENTS, FENCES OR EAVES OF ADJOINING PROPERTIES ENCRUSCH UPON THE SUBJECT PROPERTY EXCEPT AS SHOWN.

I ALSO FURTHER CERTIFY THAT THIS PLAT DOES NOT PURPORT TO DISCLOSE OVERLAPS, GAPS, OR BOUNDARY LINE DISPUTES OF THE PROPERTY SURVEYED WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OF THE ADJOINING PROPERTIES, NOR DOES IT PURPORT TO DISCLOSE OWNERSHIP OF OR CLAIMS OF EASEMENTS OR ENCUMBRANCES UPON THE PROPERTY SURVEYED.

Michael L. Wangemann

Michael L. Wangemann, PLS
Date of Plat or Map: December 17, 2015
PLS# 6431156-2201

PROFESSIONAL LAND SURVEYOR
MICHAEL L. WANGEMANN
No. 6431156

LEGAL DESCRIPTION

LEGAL DESCRIPTION AS CONTAINED IN THAT CERTAIN WARRANTY DEED ENTRY NO. 969111 LOT 12, BLOCK 18, PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

ALSO THAT CERTAIN ONE STORY FRAME DWELLING HOUSE SITUATED ON ONTARIO RIDGE IN PARK CITY, COUNTY OF SUMMIT, STATE OF UTAH, AND BEING DESIGNATED AND DESCRIBED AS NO. 86 ONTARIO RIDGE (ALSO KNOWN AS NO. 86 PROSPECT STREET), BEING THE HOUSE JUST SOUTH OF THAT RESIDENCE FORMERLY OWNED BY THOMAS WHITE AND HOUSE NORTH OF PREMISES FORMERLY OWNED BY MRS. DUNCAN CRAWFORD. THE SAID PREMISES HAVING BEEN CONVEYED TO WAYNE EPRATT AND GWEN D. PRATT, HIS WIFE, ON THE 18TH DAY OF OCTOBER, 1960, MURRI HAIR AND PHYLLIS Y. HAIR, HIS WIFE, TO WHOM THE PROPERTY HAD BEEN CONVEYED BY DELLES JENSEN AND JENNIE JENSEN, HIS WIFE, ON THE 16TH DAY OF AUGUST, A.D. 1946.

ALSO DESCRIBED AS BEGINNING WEST 355.35 FEET AND SOUTH 13°59' WEST 303.90 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SAID PART ALSO BEING THE SOUTHEAST CORNER OF LOT 12, BLOCK 18 PARK CITY SURVEY, RUNNING WHENCE WEST 80.11 FEET, SOUTH 13°59' WEST 75 FEET, EAST 80.11 FEET, NORTH 13°59' EAST 75 FEET TO BEGINNING.

ALSO ACCESS FROM THE EASTERLY PROPERTY LINE TO PROSPECT AVENUE.

UTILITY NOTE

THE UTILITY INFORMATION SHOWN ON THIS PLAT IS BASED ON ABOVE GROUND EXISTING STRUCTURES AS OBSERVED AND LOCATED BY THE SURVEYOR IN THE FIELD AS WELL AS INFORMATION PROVIDED TO THE SURVEYOR. NO FURTHER INVESTIGATION OF EXISTING UTILITIES WERE PERFORMED FOR THIS SURVEY, THEREFORE THE SURVEYOR IS NOT RESPONSIBLE FOR THE REPRESENTATION OR OMISSION OF SUCH INFORMATION ON THIS PLAT. CONTACT BLUE STAKES BEFORE ANY DIGGING, EXCAVATION OR CONSTRUCTION IS TO TAKE PLACE.

Know what's below. Call 811 before you dig.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakesofutah.org
1-800-642-4111

GENERAL NOTES

1. ALL COURSES SHOWN IN PARENTHESIS ARE RECORD INFORMATION TAKEN FROM DEED DESCRIPTION OR OFFICIAL MAPS OR PLATS OF RECORD. ALL OTHER COURSES ARE THE RESULT OF ACTUAL FIELD MEASUREMENTS.

2. ALL PROPERTY CORNERS ARE SET WITH 5/8" REBAR AND PLASTIC CAP STAMPED "UTAH LAND SURVEYING" OR OTHER PERMANENT MARKERS OR AS OTHERWISE STATED.

SHEET TITLE
BOUNDARY SURVEY

PREPARED FOR: GREG BALCH
86 PROSPECT AVE
PARK CITY, UT

LOCATION: SLB&M

REV	DATE	DESCRIPTION	DATE	12/17/2015
1			SCALE	1" = 10'
2			DRAWN:	MLW
3			CHECKED:	MLW
4				
5				

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING FOUND REBAR & CAP LOCATED AT THE NORTHWEST CORNER OF LOT 12 AND THE SOUTHWEST CORNER OF GREG BALCH PROPERTY AS SHOWN ON THIS SURVEY PLAT.

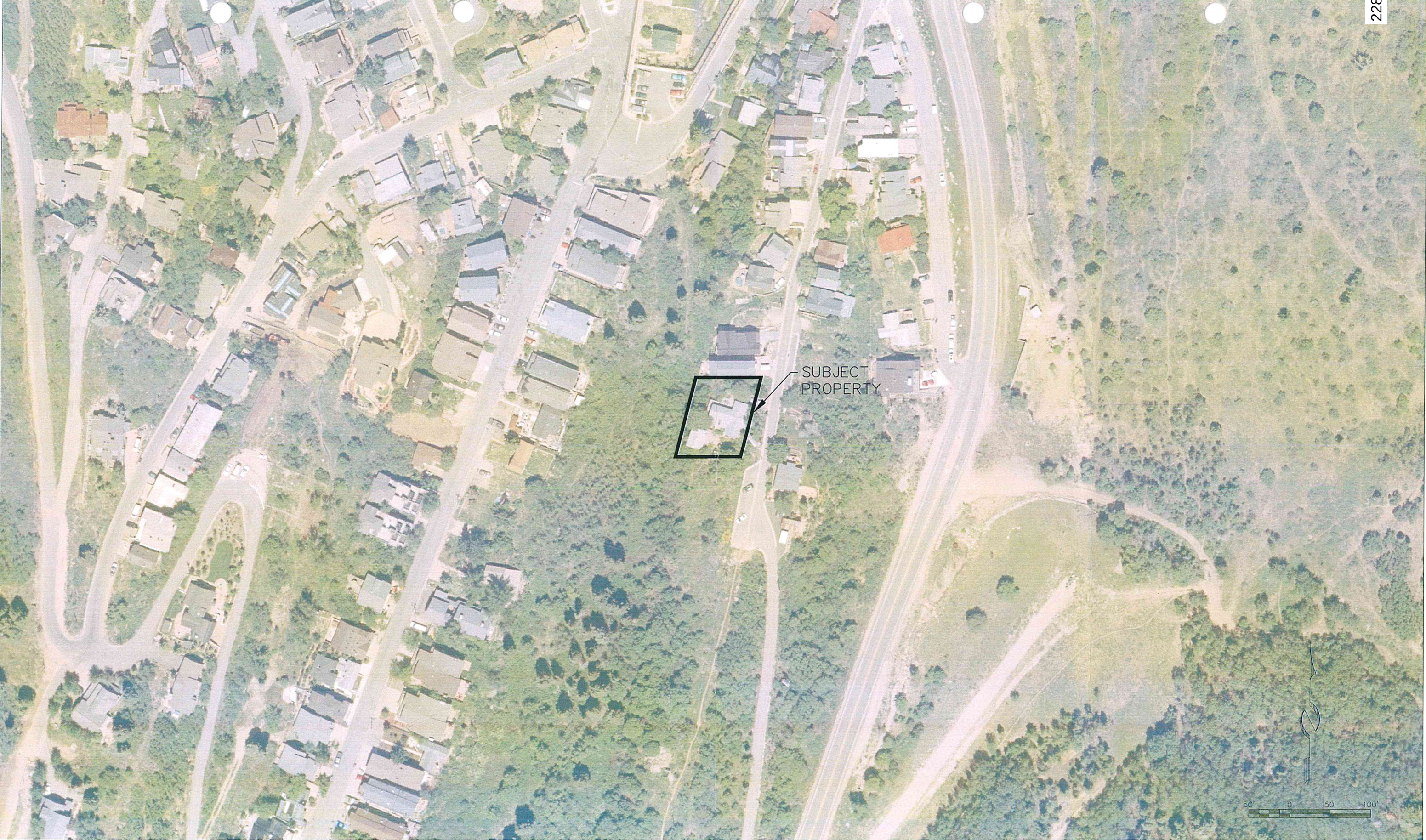
RECEIVED
FEB 08 2018
PARK CITY PLANNING DEPT.

UTAH LAND SURVEYING, LLC
A PROFESSIONAL LICENSED LAND SURVEYING COMPANY

1359 FAIRWAY CIR
FARMINGTON, UT 84025
PHONE 801.725.8395
FAX 801.820.7775
www.utahlandsurveying.com

JOB NUMBER
1003-15

SHEET
1 OF 1



RECEIVED
FEB 08 2018
PARK CITY
PLANNING DEPT.

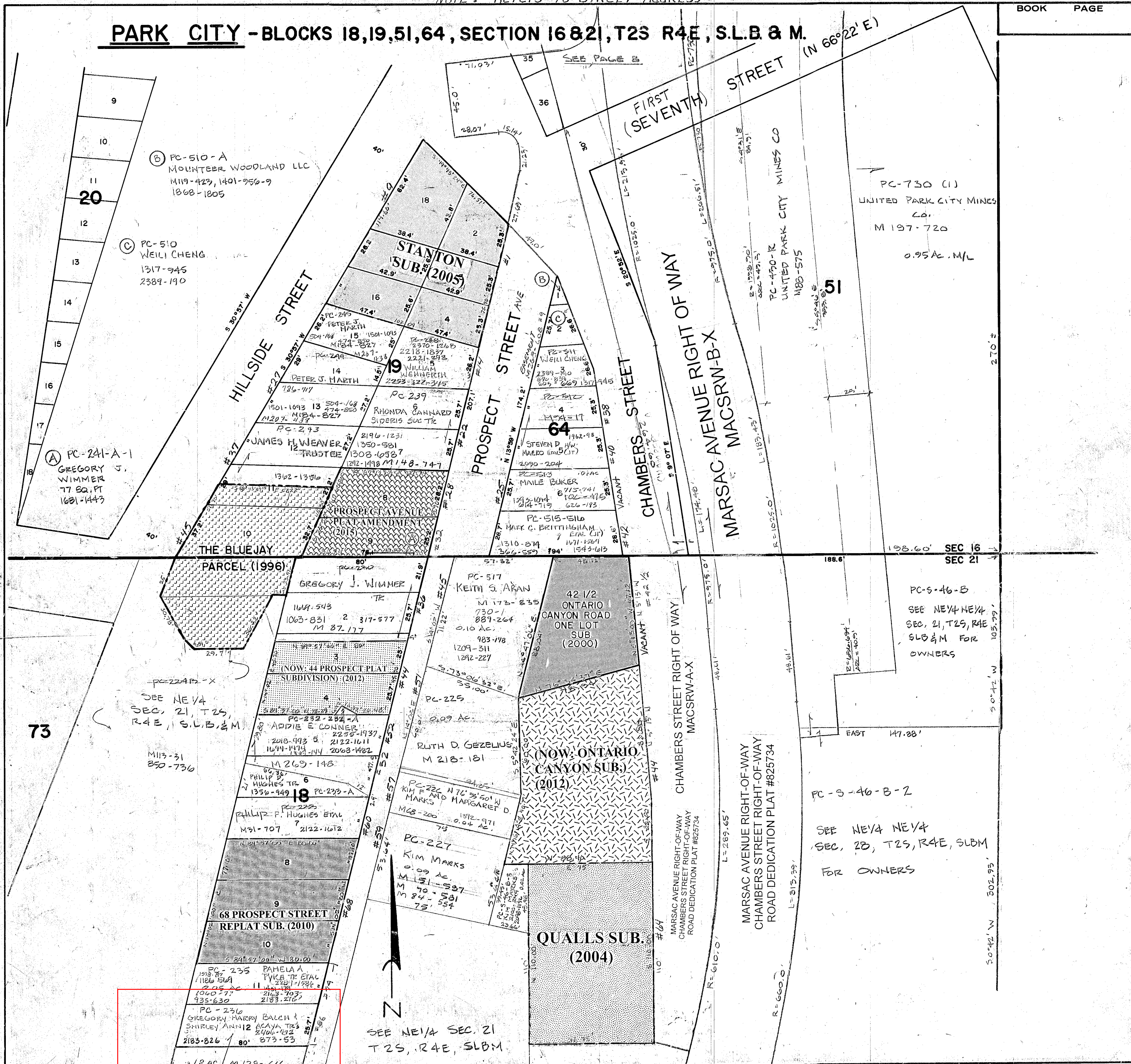
Alliance Engineering Inc.
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
RYAN BETZ
MARSHALL KING
DATE: 2/6/18

AERIAL PHOTOGRAPH
86 PROSPECT STREET
BLOCK 18, PARK CITY SURVEY
FOR: GREG BALCH
JOB NO.: 16-1-18
FILE: X:\ParkCitySurvey\dwg\Exhibits\89 Prospect-ortho.dwg

SHEET
1
OF
1

PARK CITY - BLOCKS 18,19,51,64, SECTION 16 & 21, T2S R4E, S.L.B. & M.



PARK CITY SURVEY, BLOCK 18,
LOT 12 PLUS ADDITIONAL LAND
(86 Prospect Street)
March 19, 2018

PROJECT INTENT

The property at 86 Prospect Street is currently an owner-occupied single family residence with a detached guest house. The property consists of Lot 12, Block 18 and an adjacent metes and bounds parcel. This application proposes to remove the existing southerly line of Lot 12 and join the metes and bounds parcel with Lot 12 and divide the property into three lots of record. The owner also proposes to demolish the existing structures on the property, which have been deemed non historic by the Park City Planning Department, and to construct a single family residence of approximately 1,600 square feet on the southerly lot and a single family residence of approximately 3,000 square feet on each of the two northerly lots.

On April 5, 2018, the plat amendment that was submitted was approved by city council under Ordinance No. 2018-14. Condition of Approval #5 requires that the existing structures on the property be removed in order for the plat to be recorded. The applicant is asking for an extension due to the original architect no longer being able to be involved with the project for personal reasons, which created a delay in the design of the project. Also, the timing of the requirement that the plat be recorded within one year of city council approval would necessitate the buildings being removed and construction starting with abundant snow on the ground, which further complicates the project.

The applicant requests that city council grants a one year extension in order to remove the existing structures after the snow has substantially melted.

RECEIVED
MAR 21 2019
PARK CITY
PLANNING DEPT.

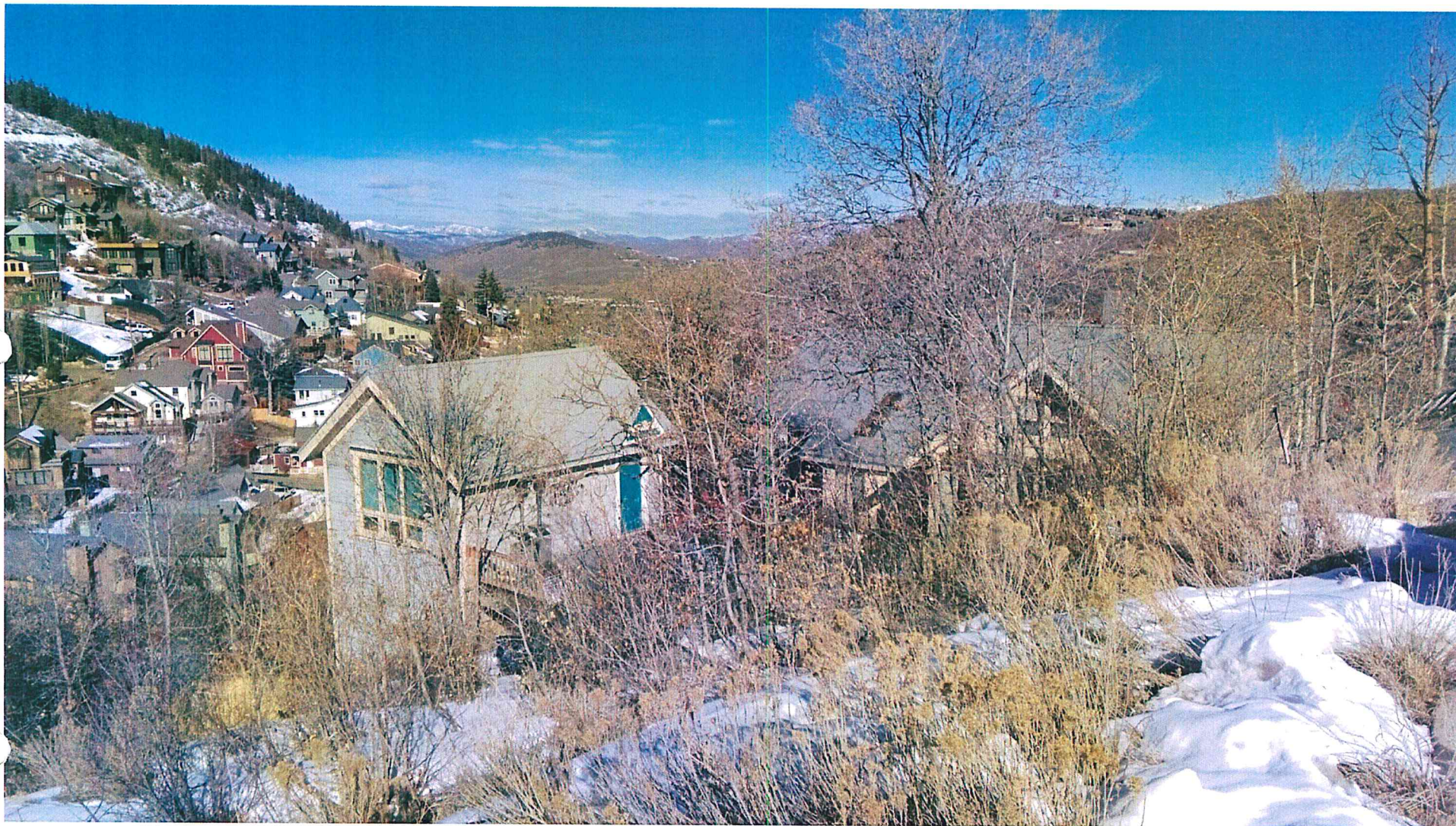
Exhibit F - Site Photographs

231



86 Prospect Street - Looking southwesterly





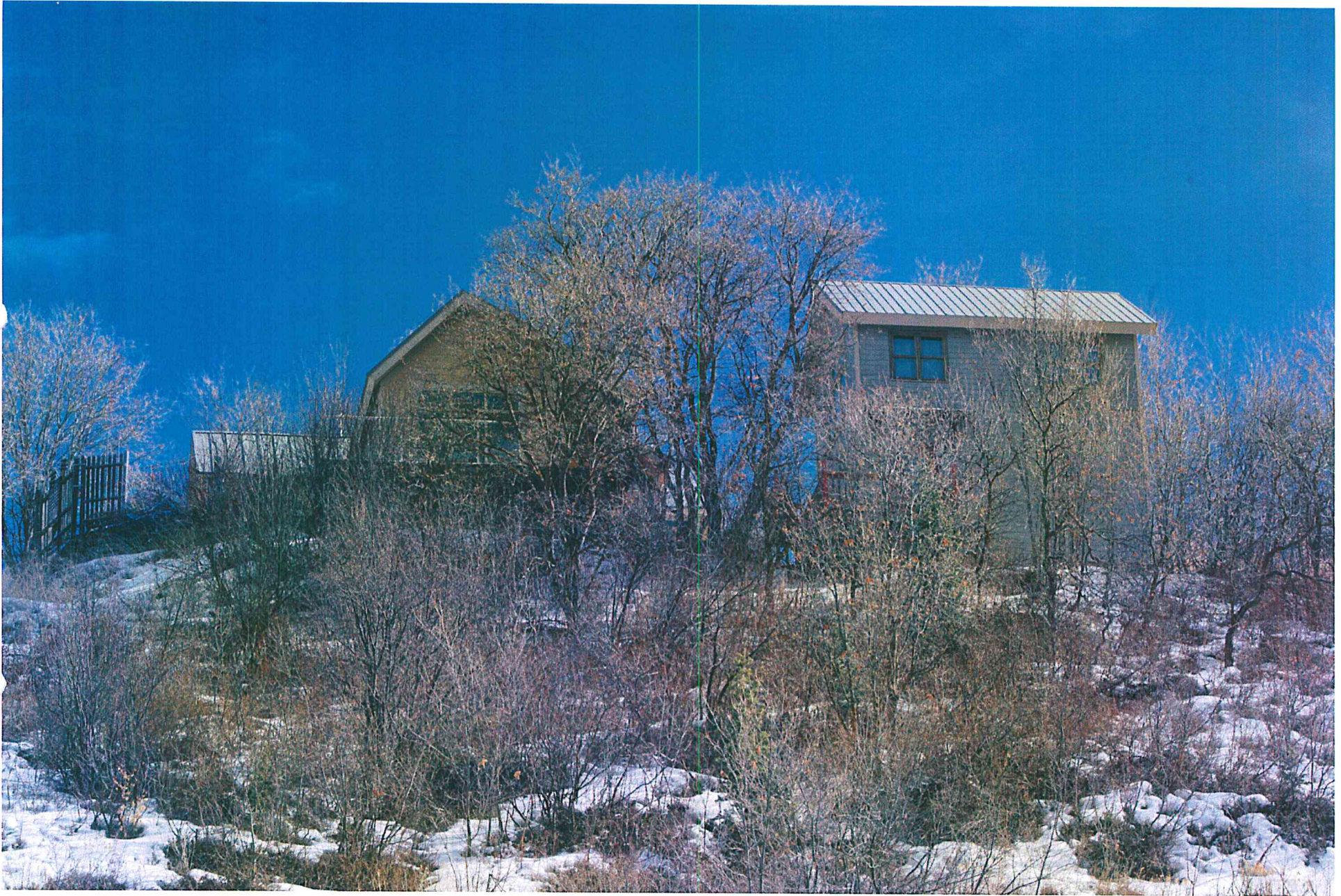
86 Prospect Street - Looking northerly





86 Prospect Street - Looking northwesterly





86 Prospect Street - Looking easterly



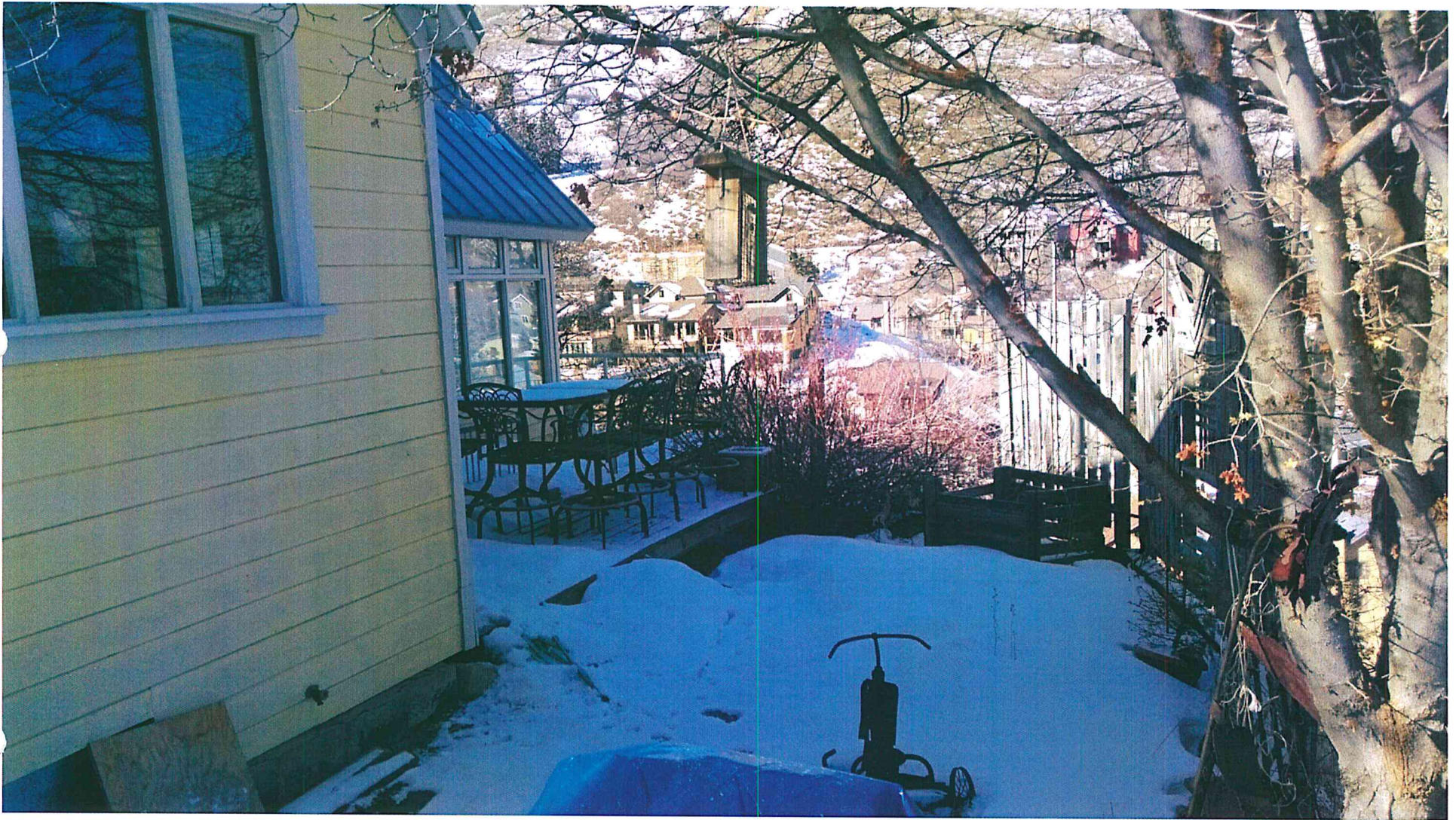


86 Prospect Street - Looking northeasterly

RECEIVED

FEB 08 2013

PARK CITY
PLANNING DEPT.



86 Prospect Street - Looking westerly



Planning Commission Meeting
March 14, 2018
Page 9

adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 89 King Road

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. Side lot line snow shedding easements may be required for new construction per requirements of the Chief Building Official.
 5. A 10-foot wide public easement along the King Road frontage shall be shown on the plat.
4. **86 Prospect Street – A plat amendment proposing to convert two existing lots into three new lots of record including one lot 2,002 square feet in size and two lots 2,908 square feet in size. Application PL-18-03792)**

Planner Morlan handed out a new applicant statement that she had received the previous day. She noted that it was very similar to the one in the Staff report. The difference is that the new statement states that the existing building is non-historic.

Planner Morlan reviewed the application to convert two existing parcels into three lots of record. Currently, the north lot is an existing Old Town lot and the south parcel is a metes and bounds parcel that was never platted in the City. The applicant would like to create three new lots from the entire property. Planner Morlan noted that the existing Lot 12 is 1,994 square feet, which allows for a single-family home in the zone. The metes and bounds parcel, which has not been subdivided, is currently 5,830 square feet. She stated that the area was sufficient in the zone to construct either a single family dwelling or a duplex. In the HR-1 zone a duplex dwelling requires 3,750 square feet. Planner Morlan reported that the proposed lots would be one lot of 2,202 square feet, and two lots of 2,908 square feet.

Planner Morlan stated that there were currently three existing structures on the property; the existing house, an accessory structure in the rear that was approved as an art studio in 1994, and a shed to the south which encroaches over the south property line.

Planner Morlan reported that the applicant intends to demolish the structure and construct three new single-family dwellings. She pointed out that there were sufficient lot areas for only single-family dwellings on each of the three lots. Planner Morlan remarked that an HDDR and LMC requirements for the HR-1 will be required for all future structures. Steep Slope CUPs would also very likely be required on each of these lots given the slope around the distribution of the property. The existing structures must be removed before the plat is recorded, since new property lines cannot be recorded through an existing structure. That requirement was noted in Condition of Approval #6.

Planner Morlan summarized that the proposed lots meet the HR-1 requirements. The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation based on finding good cause the plat amendment would resolve the existing encroachment and resolve the non-complying setbacks for the existing house, particularly in the front yard area.

Commissioner Phillips noted that the Commissioners were given a printed copy of a document that appeared to be the same as Exhibit E in the Staff report; however, the dates were different. Planner Morlan explained that the one she handed out this evening was received from the applicant's engineer yesterday. The only change was that the new exhibit labeled the existing house as non-historic.

Chair Band asked if there was a timeline for removing the existing structures. Planner Morlan replied that they would have to be removed before the plat could be recorded. If it is not recorded within one year of approval, the approval expires.

Chair Band opened the public hearing.

There were no comments.

Chair Band closed the public hearing.

Commissioner Phillips suggested that it would be a good idea for the Staff to include the purpose statements in the Staff report on future applications, as opposed to just a

link. He thought it would be helpful for the Commissioners and for the public to see the purpose statements written out on a particular project.

Commissioner Phillips asked for a broad description as to why the existing house was determined to be non-historic. Planner Morlan stated that she had personally researched this house because it was constructed in 1907 but not on the Historic Sites Register. In her research she found that the existing structure was constructed in 1907, but in the 1982 the Historic Property Survey it was identified as historic but close to being a new structure due to significant alterations and additions. The City does not have record of permits or alterations that far back. Planner Morlan was not familiar with what changes and additions that the 1982 survey referred to. She stated that in the early 2000s, one of the historic property surveys conducted in the City had taken it off the Register, but there was no paper trail indicating any reasons other than quoting the 1982 Survey that it was close to being a new structure. Planner Morlan pointed out that it was not included on the 2009 Historic Property Inventory, and it is not on the current Inventory. Commissioner Phillips understood it was likely due to the additions that were put on to the house. Planner Morlan replied that he was correct.

Commissioner Kenworthy asked if Planner Morlan had compared the footprint with the Sanborn map from 1907. Planner Morlan stated that Planners Anya Grahn and Hannah Tyler had done that for all the historic houses when they worked on the most recent Historic Properties Survey.

Commissioner Phillips assumed the houses would come through as a CUP. It was not important this evening, but often times this is their only opportunity to look at projects. Commissioner Phillips referred to the topography Exhibit. He understood how it would lay out, but in the future it would be nice to see the new lot lines overlaid over the topography. If the Planning Commission does not have the opportunity to see it again, it would be nice to have that overlay in case they do have comments or something additional to add to the plat.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for the Prospect Place plat amendment for the property located at 86 Prospect Street, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the draft ordinance. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

For the benefit of the new Commissioners, Director Erickson explained certain terms. In the Historic District any lot steeper than 30% cross slope is required to go through another conditional use permit with the Planning Commission, which is the Steep Slope

CUP. It is an excellent opportunity to add additional conditions of approval with respect to construction. Director Erickson stated that in the Historic Districts, excavation for foundations is not allowed between November-April with a Steep Slope CUP. Director Erickson explained that the Historic District Design Review, referred to as the HDDR, is a public process by which the Staff reviews projects inside the Historic District against the Historic District Guidelines. It is another level of review. The Staff compares the plat information and the Steep Slope Conditional Use Permit.

Director Erickson noted that the Staff reports contains the recommendation by the Staff on each item. The Commissioners can read that language directly from the Staff report when making a motion. If the Planning Commission wishes to change the recommendation, they should direct the Staff to draft findings to support their direction.

Findings of Fact – 86 Prospect Street

1. The property is located at 86 Prospect Avenue.
2. The site consists of Lot 12 of Block 18 of the Park City Survey and a metes and bounds parcel 75 feet wide by 80 feet deep located south of and adjacent to Lot 12.
3. The property is in the Historic Residential (HR-1) District.
4. There is an existing non-historic structure with an accessory building approved as an art studio at this address.
5. On February 28, 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 February 24, 2018, according to requirements of the Land Management Code.
6. The City received a Plat Amendment application for the Prospector Place Plat Amendment on February 8, 2018. The application was deemed complete on February 15, 2018.
7. The proposed plat amendment will create three lots, one at 2,002 square feet and two at 2,908 square feet in size.
8. Each of the proposed lots is of sufficient area for a single family house and not of sufficient area for a duplex.
9. Existing Lot 12 is 1994.20 square feet and has sufficient lot area for a single family

house.

10. The metes and bounds parcel is 5,830 square feet and has sufficient area for a duplex. Duplexes require a Conditional Use Permit in the HR1 District.

11. The existing home was constructed in 1907 and has been altered in a manner that it is not on the Historic Sites Inventory.

12. The existing home is a single-family dwelling which is an allowed use in the HR-1 district.

13. There is an accessory structure on the property which was approved as an art studio in 1994.

14. There is a shed on the property which encroaches over the south property line and onto neighboring property.

15. The minimum lot area in this zone is 1,875 square feet. One of the proposed lots is 2,002 square feet in size and two are 2,908 square feet in size.

16. The minimum lot width in the HR-1 zone is 25 feet. The proposed lots meet this requirement with one lot 25 feet wide and two lots 36.3 feet wide.

17. The proposed lots will each be approximately 80 feet deep.

18. The minimum front yard setback is 12 feet. The existing house has a 4-foot front yard setback.

19. The minimum rear yard setback is 12 feet. The existing house has a 26-foot rear yard setback.

20. All three new lots will have a front and rear yard setback of 12 feet each and 25 feet total.

21. The minimum side yard setback is 10 feet on each side and 24 feet total. The existing house has a 27-foot side yard setback on the north side and a 23-foot side yard setback on the south side with a total of 56 feet on both sides.

22. The existing structure does not meet front yard setback requirements.

23. The maximum building footprint for a lot this size is 2,520.4 square feet. The existing footprint meets this standard at approximately 1,805 square feet.

24. The maximum building footprint is 894.49 square feet for the proposed Lot 1 and 1,234.8 square feet for the proposed Lots 2 and 3.

25. The existing structures will need to be removed before the plat is recorded.

26. A Historic District Design Review application is required for any new construction proposed at the existing site.

27. A Steep Slope Conditional Use Permit is required for any construction proposed on slopes greater than 30 percent according to the HR-1 requirements. Construction mitigation, including parking of construction vehicles, will need to be addressed with each building permit.

28. Prospect Avenue is a narrow steep street that can at times receive heavy snowfall. Snow storage easements along public streets allow the City to efficiently plow and clear streets.

Conclusions of Law – 86 Prospect Street

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 – 86 Prospect Street

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. A 10-foot-wide public snow storage easement along the frontage of Prospect Avenue is required and shall be provided on the plat.
5. Removal of existing structures that will create new non-complying setback situations with the new lot lines is a condition precedent to recordation of this plat amendment.
6. The encroaching shed shall be removed or relocated to resolve the encroachment prior to plat recordation.

5. Planning Commission Rules of Order Resolution

Assistant City Attorney McLean stated that this item was more for bookkeeping purposes. This Resolution was adopted by the Planning Commission in 2014. It is mandated by State Code. Although it was passed by the Planning Commission as a resolution, it was never signed because the Staff failed to get the signatures on the Resolution and it was never assigned a Resolution Number. Since the Open and Public Meetings Act training was on the agenda this evening, this was a good time to review the Rules and Procedure of Order for the Planning Commission.

Assistant City Attorney McLean explained that if the Planning Commission does not have any rules, the rules adopted by the City Council become their rules. She noted that changes were made in order to follow more closely what the Planning Commission does to make it specifically their rules. If the Planning Commission feels that the rules should change in any way or they would like to do things differently, they can make that request. Ms. McLean stated that legally there are no firm requirements for what the rules should be, but they are required to have Rules of Order.

Chair Band opened the public hearing.

There were no comments.

Chair Band closed the public hearing.

Chair Band did not believe the Rules of Order addressed Planning Commission conduct. Director Erickson replied that it only discusses how to make motions, etc. He pointed out that it has a lot to do with public decorum, which is important for the Planning Commission to know and understand because the City Council functions

PARK CITY COUNCIL MEETING

SUMMIT COUNTY, UTAH

April 5, 2018

P a g e | 10

Council Member Worel moved to approve Ordinance No. 2018-13, an ordinance approving the 89 King Road Plat Amendment located at 89 King Road, Park City, Utah, with the amendment as stated by Planning Director Erickson. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Henney, Ware Peek and Worel

EXCUSED: Council Members Gerber and Joyce

2. Consideration to Approve Ordinance No. 2018-14, an Ordinance Approving the Prospect Place Plat Amendment Located at 86 Prospect Street, Park City, Utah:

Tippe Morlan, Planner II, presented this item. The applicant proposed making three lots out of two parcels. Currently, there were three structures on site but they were not historical. The intent was to demolish the structures and construct three single family units on the lots. A steep slope Conditional Use Permit (CUP) would be likely if the new units were approved. She noted the units would need to be removed before the plat recording.

Council Member Henney disclosed he was friends with the owners.

Council Member Ware Peek asked about the process for determining how a house was not historic. Morlan stated the structure was significantly altered and was almost new so it could not be classified as historic. Harrington stated the owners were entitled to move forward since they were not on the list.

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

Council Member Ware Peek moved to approve Ordinance No. 2018-14, an ordinance approving the Prospect Place Plat Amendment located at 86 Prospect Street, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Henney, Ware Peek and Worel

EXCUSED: Council Members Gerber and Joyce

3. Critical Priority Environmental Sustainability Update:

Luke Cartin, Environmental Sustainability Manager, presented this item and indicated there would be an LMC solar amendment. His team was also looking at Commercial Property Assessed Clean Energy (C-PACE) for financing options for commercial and industrial companies with more than five units. Cartin stated that energy conservation

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-21, an Ordinance Approving the 84 Daly Plat Amendment Located at 84 Daly Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[84 Daly Plat Staff Report and Ordinance](#)

[84 Daly Plat Exhibits](#)



City Council Staff Report

Subject: 84 Daly Avenue Plat Amendment
Author: Tippe Morlan, MS, AICP, Planner II
Date: March 27, 2019
Type of Item: Legislative – Plat Amendment

PLANNING DEPARTMENT

Project Number:	PL-18-04039
Applicant:	Kevin and Karleen Reilly
Location:	84 Daly Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential – Single-family dwellings and multi-family condominiums
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

Proposal

The proposed 84 Daly Plat Amendment seeks to combine portions of two existing lots and a portion of a vacated right-of-way, located at 84 Daly Avenue into one lot of record. The site consists of the majority of Lot 11, a portion of Lot 12, and a portion of vacated Anchor Avenue of Block 74 of the Millsite Reservation to Park City. There is an existing non-historic structure at this address, and the property line between two of the existing lots bisects two non-historic shed structures on the lot. The proposed plat amendment will create a lot of 3,858 square feet in area.

Recommendation

Staff recommends that the City Council hold a public hearing and consider **approving** the 84 Daly Plat Amendment located at 84 Daly Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. The Planning Commission also issued a unanimous **positive** recommendation at the regularly scheduled meeting on March 27, 2019.

Background

1900 – The original structure on this site was constructed on this site between 1899 and 1900 according to the Summit County Records, and it first appeared on the 1900 Sanborn Fire Insurance map. This structure was listed on the 2006 Historic Property Inventory as Historically Significant but included a note that “exterior alterations have diminished the characteristics that make the property eligible for listing in the National Register of Historic Places. It appears that the exterior modifications could be reversed.” This structure and any associated sheds were not included on the 2009 reconnaissance level survey of historic sites in Park City.

May, 25, 1965 – Anchor Avenue was officially vacated by the City Council with Ordinance 05/25/65.

1989 – A Building Permit dated August 21, 1989 was issued for demolition of the historic structure and the construction of a new single-family dwelling in the same location as the historic structure.

January 25, 2015 – As a part of an analysis of historic structures not included in the 2009 reconnaissance level survey of historic sites in Park City, staff issued a finding in a memo to the file stating that, “Upon further investigation, staff discovered that the property was reconstructed in 1989 following a rock slide that destroyed the historic structure. Staff found that it was not appropriate to complete a Determination of Significance on this particular property because it is non-historic.” This applies to all existing structures on the lot.

February 5, 2019 – The City received a complete Plat Amendment application for the 84 Daly Plat Amendment.

March 27, 2019 – The Planning Commission issued a unanimous positive recommendation to the City Council for the 84 Daly Avenue Plat Amendment.

Analysis

The purpose of this plat amendment is to combine portions of two existing lots and a portion of vacated Anchor Avenue, addressed at 84 Daly Avenue into one lot of record. The resulting lot is 3,858 square feet in area with a lot width of 42 feet and a depth of 91.87 feet.

There is an existing non-historic structure at this address which was constructed in 1989 (see background above). The applicant has not yet proposed any modifications or development to this site. A Historic District Design Review will be required, and any changes to the site must be conducted in accordance with the Land Management Code and with the Historic District Design Guidelines. Any development to the rear of the lot may require an Administrative Conditional Use Permit for development on a steep slope if more than 200 square feet of building footprint is located on or projecting over an existing Slope of 30 percent or greater.

Encroachments

Along the southeast corner of the lot, the larger of two existing non-historic sheds encroaches onto the neighboring property to the south at 96 Daly Avenue by 0.7 feet. This encroaching portion of the shed needs to be removed or an encroachment agreement will be required before the plat can be recorded.

HR-1 Requirements

The existing home is a single-family dwelling which is an allowed use in the HR-1 district. The minimum lot area for a single-family dwelling is 1,875 square feet, and the minimum lot for a duplex is 3,750 square feet; a duplex would be allowed on this lot with the approval of a Conditional Use Permit. The minimum lot width in this zone is 25 feet. The proposed lot meets the requirements of this zone at 42 feet wide. The

proposed lot will also be 91.87 feet deep. These measurements determine the minimum setback requirements which are as follows:

	Required	Existing
Front/Rear	12 feet each, 25 feet total	Front: 13 feet Rear: 44 feet Total: 57 feet
Side	5 feet each	North: 0.3 feet South: 13.5 feet

The only setback requirement which is not met is the north side setback. The existing structure is between 0.3 to 1.5 feet from the property line along the north side of the lot which does not comply with the 5 foot requirement. All new construction is required to meet the current LMC lot and site requirements including setbacks.

Additionally, LMC Section 15.2.2-3(K) Snow Release requires that “site plans and building design must resolve snow release issues to the satisfaction of the Chief Building Official.” This may require a snow shedding agreement with the property to the north at the time of any building permit application, due to proximity of the existing structure to the north property line with a roof that sheds in the direction of that neighboring property.

The maximum building footprint for a lot this size is 1,553.04 square feet according to the building footprint formula illustrated in Table 15-2.2 of the Land Management Code (LMC). The existing footprint meets this standard at approximately 551.5 square feet, leaving a little more than 1,000 square feet of footprint which can be added to the lot, within lot and site requirements.

The proposed lot size of 3,858 square feet is compatible with existing lots in the neighborhood. This lot is directly adjacent to the Daly Doubles Condominiums to the south, which is comprised of 4 units on a lot 8,427 square feet in size, and a vacant lot 3,443.12 square feet in size to the north, which was a part of the 74 & 80 Daly Avenue Plat Amendment. This lot also sits across the street from another vacant lot at 81 Daly Avenue comprised of Lots 11, 12, and a majority of Lot 13 of Block 73 of the Millsite Reservation. There are a mix of single-family structures and multi-family duplexes and condominiums in the immediate vicinity of this lot on Daly Avenue. This lot will also need to be combined before development can take place.

Good Cause

Staff finds good cause for this plat amendment in that it will clean up the property lines at this location and resolve any issues created by remnant portions of Lot 12 and having an extraneous lot line running through the property. This amendment will allow the property owner to make improvements and changes to the existing house, as allowed by the LMC and Historic District Design Guidelines. Public snow storage easements will be dedicated on the final mylar prior to recordation. This plat amendment will resolve existing encroachment issues.

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. A Historic District Design Review application will need to be submitted for review by Planning Staff prior to issuance of building permits.

Department Review

This project has gone through an interdepartmental review. No issues were brought up at that time.

Notice

On March 13, 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 March 13, 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 84 Daly Plat Amendment as conditioned or amended; or
- The City Council may deny the 84 Daly Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 84 Daly Plat Amendment to a date certain.
- 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 two separate lots and the existing house would continue to have a lot line running through it.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)

Exhibit B – Survey

Exhibit C – Existing Plat

Exhibit D – Applicant's Project Description

Exhibit E – Site Photographs

Exhibit F – Aerial Photograph

Ordinance No. 2019-21

AN ORDINANCE APPROVING THE 84 DALY PLAT AMENDMENT LOCATED AT 84 DALY AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 84 Daly Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on March 13, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on March 13, 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 March 27, 2019, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on March 27, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 18, 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 84 Daly Plat Amendment located at 84 Daly Avenue.

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

SECTION 1. APPROVAL. The 84 Daly 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 property is located at 84 Daly Avenue.
2. The property consists of the majority of Lot 11, a portion of Lot 12, and a portion of vacated Anchor Avenue of Block 74 of the Millsite Reservation to Park City.
3. The property is in the Historic Residential (HR-1) District.
4. There is an existing non-historic structure at this address.
5. The applicant proposes to combine the subject lots into one lot of record.

6. The original structure on this site was constructed on this site between 1899 and 1900 according to the Summit County Records, and it first appeared on the 1900 Sanborn Fire Insurance map.
7. The existing home was constructed in 1989. A Building Permit dated August 21, 1989 was issued for the demolition of the historic structure and the construction of a new single-family dwelling in the same location as the historic structure.
8. On February 5, 2019, the City received a complete Plat Amendment application for the 84 Daly Plat Amendment.
9. Along the southeast corner of the lot, the larger of the two existing sheds encroaches onto the neighboring property at 96 Daly Avenue by 0.7 feet.
10. The existing home is a single-family dwelling which is an allowed use in the HR-1 district.
11. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lot has an area of 3,858 square feet.
12. This lot size is large enough to permit a duplex with a required Conditional Use Permit application and approval.
13. The minimum lot width in the HR-1 zone is 25 feet. The proposed lot meets the requirements of this zone at 42 feet wide.
14. The proposed lot will also be 91.87 feet deep.
15. The minimum front setback is 10 feet. The existing house has a 13 foot front setback.
16. The minimum rear setback is 10 feet. The existing house has a 44 foot rear setback.
17. The minimum side setback is 5 feet on each side. The existing house has a 0.3 foot side setback on the north side and a 13.5 foot side setback on the south side.
18. The only setback requirement which is not currently met is the north side setback. The existing structure is between 0.3 to 1.5 feet from the property line along the north side of the lot which does not comply with the 5 foot requirement.
19. All new construction is required to meet the current LMC lot and site requirements including setbacks.
20. LMC Section 15.2.2-3(K) Snow Release requires that "site plans and building design must resolve snow release issues to the satisfaction of the Chief Building Official." This may require a snow shedding agreement with the property to the north at the time of any building permit application, due to proximity of the existing structure to the north property line with a roof that sheds in the direction of that neighboring property.
21. All new construction is required to meet the current LMC lot and site requirements including setbacks.
22. The maximum building footprint for a lot this size is 1,553.04 square feet. The existing footprint meets this standard at approximately 551.5 square feet.
23. The proposed lot size of 3,858 square feet is compatible with existing lots in the neighborhood.
 - a. This lot is directly adjacent to the Daly Doubles Condominiums to the south, which is comprised of 4 units on a lot 8,427 square feet in size, and a vacant lot 3,443.12 square feet in size to the north, which was a part of the 74 & 80 Daly Avenue Plat Amendment.

- b. This lot also sits across the street from another vacant lot at 81 Daly Avenue comprised of Lots 11, 12, and a majority of Lot 13 of Block 73 of the Millsite Reservation.
 - c. There are a mix of single-family structures and multi-family duplexes and condominiums in the immediate vicinity of this lot on Daly Avenue.
24. A Historic District Design Review will be required, and any changes to the site must be conducted in accordance with the Land Management Code and with the Historic District Design Guidelines.
25. Any development to the rear of the lot may require an Administrative Conditional Use Permit for development on a steep slope if more than 200 square feet of building footprint is located on or projecting over an existing Slope of 30 percent or greater.

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. New construction shall meet site and lot requirements of the HR-1 District per the Land Management Code in effect at the time of application submittal.
- 5. A Historic District Design Review application is required for any new construction proposed at the existing site, and any development to the rear of the lot may require an Administrative Conditional Use Permit for development on a steep slope if more than 200 square feet of building footprint is located on or projecting over an existing Slope of 30 percent or greater.
- 6. A 10 foot wide public snow storage easement will be required along Daly Avenue.
- 7. An encroachment agreement is required for the shed along the southeast corner of the property which encroaches onto the neighboring property at 96 Daly Avenue by 0.7 feet, or the encroaching portion of the shed needs to be removed before the plat can be recorded.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 18th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

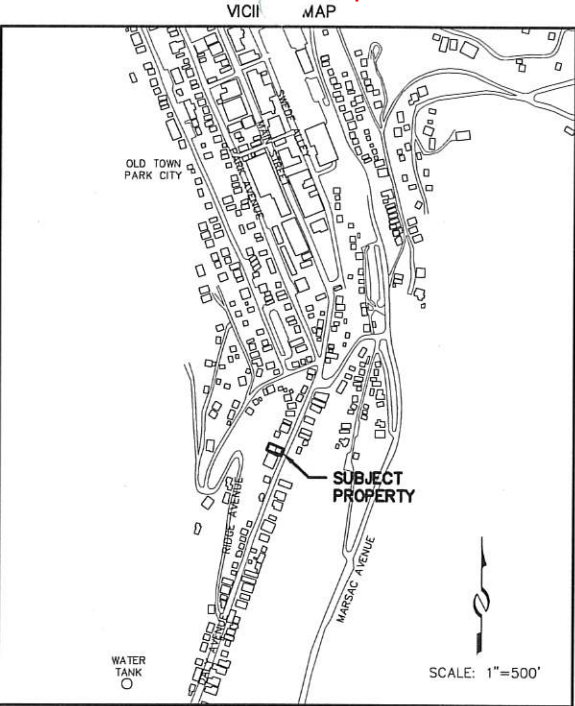
City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat

Exhibit A: Attachment 1 - 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 under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as 84 DALY PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

The South 34 1/2 feet of Lot No. 11 and the North 7 1/2 feet of Lot 12, Block 74, Millsite Reservation to Park City, according to the official plat thereof on file and of record in the Office of the Summit County Recorder.

Together with 1/2 of vacated Anchor Avenue.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Kevin Leo Reilly and Karleen Reilly, as Trustees of The Reilly Family Trust dated May 21, 2018, the undersigned owner of the herein described tract of land, do hereby certify that they have caused this plat to be prepared, and do hereby consent to the recordation of this plat.

In witness whereof, the undersigned set their hands this _____ day of _____, 2019.

By: Kevin Leo Reilly, Trustee

By: Karleen Reilly, Trustee

ACKNOWLEDGMENT

STATE OF _____

: ss.

COUNTY OF _____

On this _____ day of _____, 2019, Kevin Leo Reilly 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 Trustee of The Reilly Family Trust dated May 21, 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 84 DALY PLAT AMENDMENT.

By: _____

Notary Public

Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

ACKNOWLEDGMENT

STATE OF _____

: ss.

COUNTY OF _____

On this _____ day of _____, 2019, Karleen Reilly 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 Trustee of The Reilly Family Trust dated May 21, 2018, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed the 84 DALY PLAT AMENDMENT.

By: _____

Notary Public

Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2019-_____.
- See Record of Survey S-_____.
- A Snow Shed Easement Agreement affecting this property was recorded June 28, 2018, as Entry No. 1094220 in Book 2468 at Page 1443, in the Office of the Recorder, Summit County, Utah.

RECEIVED

MAR 22 2019

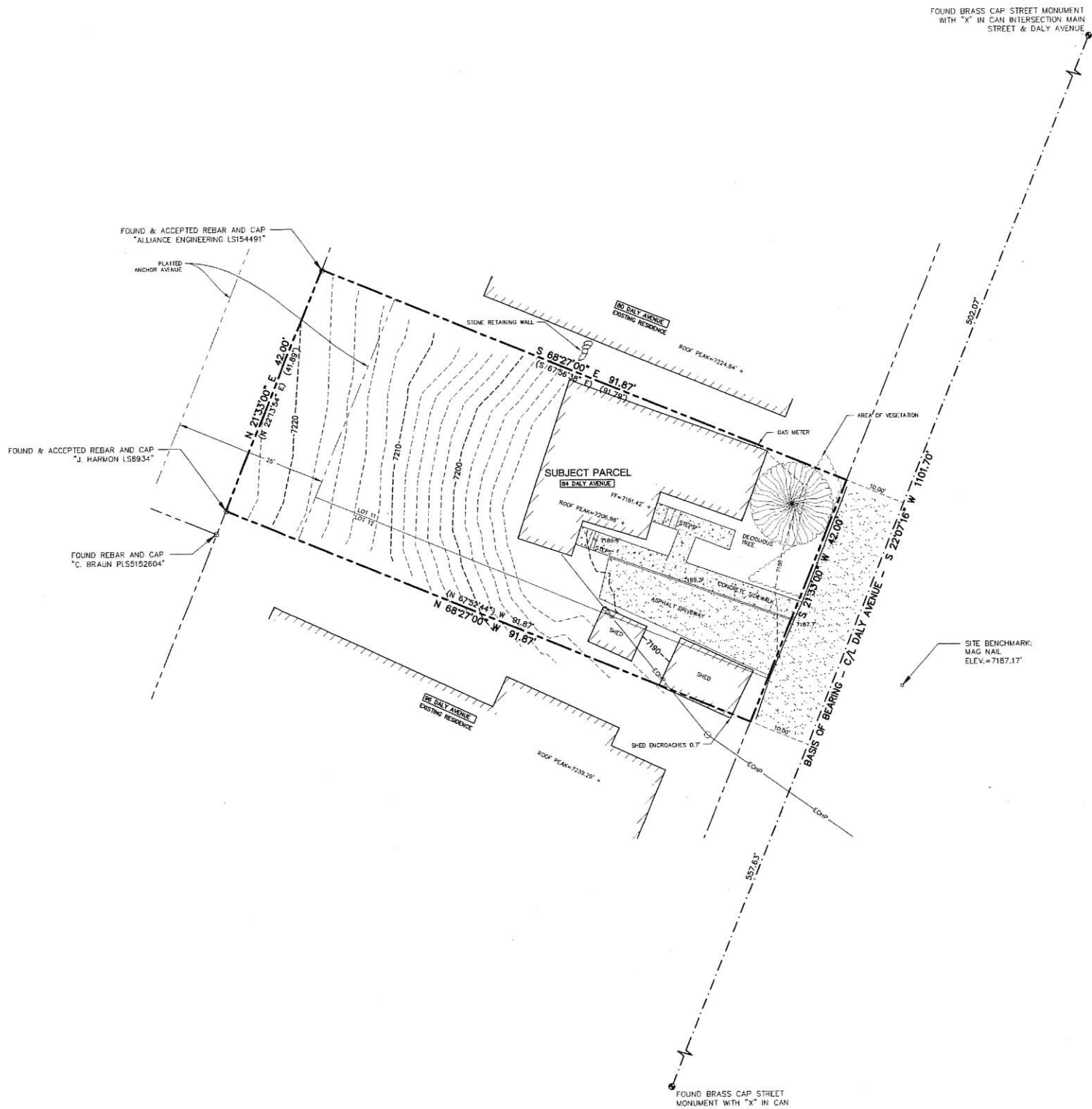
SHEET 1 OF 1



A LOT COMBINATION PLAT
BLOCK 74, MILLSITE RESERVATION TO PARK CITY
84 DALY PLAT AMENDMENT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

 (435) 649-9467 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 RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019 BY _____ PARK CITY RECORDER	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____
	1/25/19 JOB NO.: 3-12-18 FILE: X:\ParkCitySurvey\Survey\Chap2018\031218.dwg						



84 DALY AVENUE
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PART OF LOT 11 & 12, BLOCK 74, MILLSITE
RESERVATION TO PARK CITY
PARK CITY AMENDED SURVEY
RECORD OF SURVEY-EXISTING CONDITIONS
SUMMIT COUNTY, UTAH



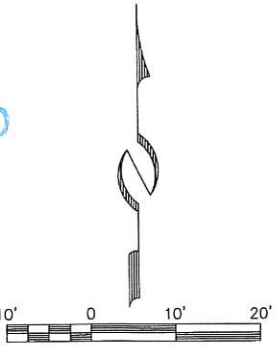
SURVEYOR'S CERTIFICATE
I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plot is a correct representation of said survey.

LEGAL DESCRIPTION
The South 34 1/2 feet of Lot No. 11 and the North 7 1/2 feet of Lot 12, Block 74, Millsite Reservation to Park City, according to the official plat thereof on file and of record in the office of the Summit County Recorder.
Together with 1/2 of vacated Anchor Avenue.

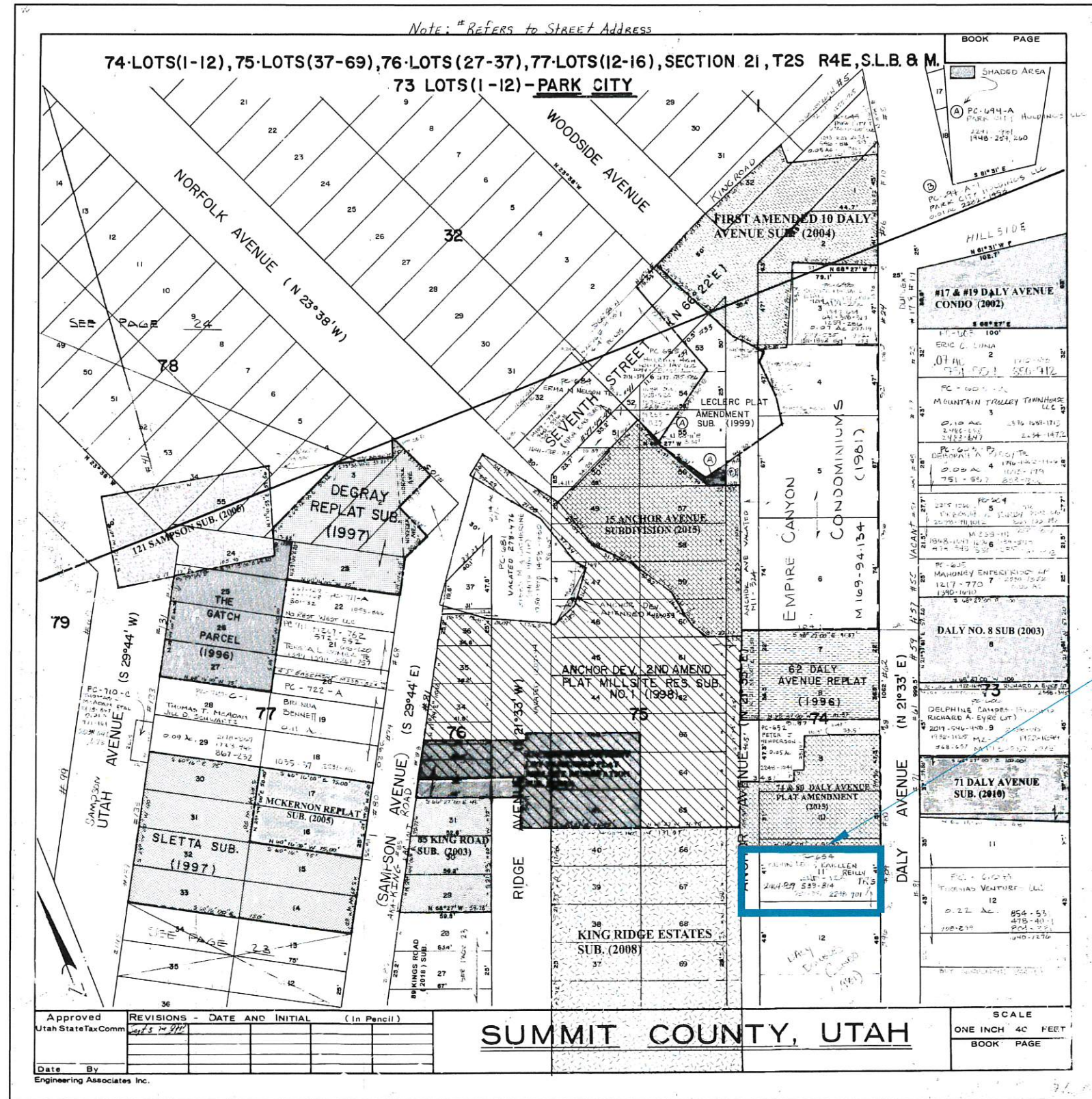
- NOTES**
1. Basis of Bearing for this survey is between the found brass cap street monuments as shown on this plot.
 2. Field work for this survey was completed December 6, 2018, and is in compliance with generally accepted industry standards for accuracy.
 3. The purpose of this survey was to perform an Existing Conditions and Topography survey for the possibility of future improvements to the property.
 4. A Title Report was not provided to the surveyor and only easements and setbacks per subdivision plat were located as part of this survey. This owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
 5. County tax maps, recorded deeds, King Ridge Estates Subdivision, 74 & 80 Daly Avenue Subdivision, Daly Doubles Subdivision, Millsite Reservation to Park City Plat, Records of survey S-1301, and S-4842, S-7394 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were used to determine the boundary as shown on this plot.
 6. Site Benchmark: Mag Nail in Daly Avenue, Elevation=7187.17' as shown.
 7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
 8. Property corners were found as shown.
 9. Snow coverage at the time of the survey was approximately 24"-36". As a result, monuments, improvements, and/or conditions may exist which are not shown on this survey.
 10. Measured bearings and distances, when different than record, are in parenthesis ().

- LEGEND**
- Found Monument (As-Noted)
 - Found Street Monument (As-Noted)

RECEIVED
JAN 23 2019
PARK CITY
PLANNING DEPT.



 (435) 649-9457 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: CHARLES GALATI RYAN BETZ JASON WYNNE TOM LUND CHIP TOMSUDEN	EXISTING CONDITIONS & TOPOGRAPHIC MAP 84 DALY AVENUE, PARK CITY	SHEET 1 OF 1
	DATE: 1/22/19	FOR: KARLEEN REILLY JOB NO.: 3-12-18 FILE: X:\PCS\dwg\svy\svy2018\031218-84 Daly Ave\031218-84 Daly ROS.dwg	



- SUBJECT PROPERTY

RECEIVED

PARK CITY
PLANNING DEPT.



PARK CITY SURVEY, BLOCK 74,
84 DALY AVENUE
January 23, 2019

PROJECT INTENT

Portions of Lots 11 and 12 and a portion of vacated Anchor Avenue, Block 74, Park City Survey, (also known as 84 Daly Avenue) is the subject of this plat application. The original lot line when Park City Survey was platted still exists. The owner desires to extinguish the existing lot line to unify the property into one lot of record. The single family residence that is on the property suffered damage to the back of the house due to a landslide and repairs were made to the house, but it is questionable as to the condition of the entire house. The plan would be to remodel the residence, but if it is found that the house lacks sufficient structural integrity, demolishing the residence may be the best option.

RECEIVED

JAN 23 2019

PARK CITY
PLANNING DEPT.



84 Daly Avenue - Looking northwesterly



84 Daly Avenue - Looking westerly

RECEIVED
JAN 25 2012
PARK CITY
PLANNING DEPARTMENT



RECEIVED
JAN 12 5 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: RYAN BETZ MARSHALL KING	AERIAL EXHIBIT 84 DALY AVENUE BLOCK 74, MILLSITE RESERVATION FOR: KEVIN & KARLEEN REILLY JOB NO.: 3-12-18 FILE: X:\ParkCitySurvey\dwg\Exhibits\84 Daly Ave-ortho.dwg	SHEET 1 OF 1
	DATE: 1/24/19			

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-22, an Ordinance Approving the Woodside Park Subdivision - Phase I Condominiums Located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue, Park City, Utah

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Woodside Park Condominiums Staff Report and Ordinance](#)

[Woodside Park Condominiums Exhibits](#)

City Council Staff Report

Subject: Woodside Park Subdivision - Phase I Condominiums
Author: Hannah M. Tyler, AICP, Senior Planner
Project Number: PL-19-04106
Date: April 18, 2019
Type of Item: Legislative – Condominium Plat

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Woodside Park Subdivision - Phase I Condominiums located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue and consider approving the proposed plat amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Executive Summary/Proposal

The proposed Woodside Park Subdivision - Phase I Condominiums consists of twelve (12) units, eleven (11) of which will be deed restricted Affordable units. The remaining unit may be retained by the City. This project is being developed by the City in response to the City Council Affordable Housing Critical Priority. This condominium plat amendment memorializes private, common, and limited common area which allows the units to be sold individually.

On March 27, 2019, the Planning Commission reviewed the proposed Condominium Plat Amendment and forwarded a unanimous positive recommendation to City Council.

Description

Applicant: Park City Municipal Corporation (Represented by Marshall King, Alliance Engineering)
Location: 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue
Zoning: Historic Residential-Medium Density District (HRM)
Adjacent Land Uses: Single-Family, Multi-Family, Municipal Uses
Reason for Review: Condominium Plat Amendments require Planning Commission review and City Council review and action

Disclosure: Park City Municipal Corporation owns the property.

Background

The Planning Commission reviewed the proposed Condominium Plat Amendment on March 27, 2019 ([Staff Report](#) and [Exhibits](#)) and forwarded a unanimous positive recommendation. On January 30, 2019, the proposed Woodside Park – Phase I Condominium Plat Amendment application was complete.

In 2016 and 2017, the City received applications for the Woodside Park Affordable Housing Project – Phase I. The proposed site location consists of 1333 Park Avenue (“Significant” Single-Family Dwelling), 1343 Park Avenue (new Single-Family Dwelling), 1353 Park Avenue (“Significant” Single-Family Dwelling), 1330 Woodside Avenue (new Single-Family Dwelling), and 1350 Woodside Avenue (new Multi-Unit Dwelling). The project consists of twelve (12) units, eleven (11) of which will be deed restricted Affordable units. The remaining unit may be retained by the City. Below is a detailed scope of the project of Woodside Park - Phase I as approved in 2017:

Phase I of the Woodside Park Affordable Housing Project will consist of 10.68 Unit Equivalents located between Woodside Avenue and Park Avenue.

- *Demolition of the former Park Avenue Fire Station*
- *Four (4) Single-Family Dwellings*
- *An eight-unit (8-unit) Multi-Unit Dwelling*
- *A Thirteen-car (13-car) Parking Lot*
- *An Access Easement running east-west.*

The project is phase one (1) of a two (2) phase project that will provide Affordable Housing units developed by the City. In addition to residential units, the two (2) projects will create a pedestrian link between Park Avenue and Empire Avenue through Public Access Easements. The recorded Woodside Park Subdivision - Phase I has a Public Access Easement running east-west and Phase II will soon follow (see Woodside Park Phase II Work Session staff report in this meeting packet for details). Phase I of the Woodside Park Affordable Housing Project is currently under construction with a goal of a summer 2019 completion.

The following matrix identifies all of the applications that were submitted and approved for Phase I. *NOTE: the property was readdressed prior to construction. Addresses below may differ from the current applications:*

Project #:	Application Type:	Address:	Description:	Meeting Packet Links:
PL-17-03454	Master Planned Development	1333 - 1353 Park Avenue and 1364 Woodside Avenue	Woodside Park Phase I MPD for 12 units, parking area, and Public Access Easement.	Woodside Park Phase I Master Planned Development Approval (p. 332) Woodside Park Phase I Development Agreement (p. 119)
PL-17-03439	Plat Amendment	1333 -1353 Park Avenue and 1364 Woodside Avenue	Woodside Park Phase I Subdivision creating a 3-Lot subdivision.	Planning Commission: Woodside Park Phase I Plat Amendment (p. 355) City Council: Woodside Park Phase I Plat Amendment (p. 87)

PL-17-03452	Conditional Use Permit (Parking Lot)	1364 Woodside Avenue	13-car Parking Lot.	1350 Woodside Avenue Parking Area Conditional Use Permit (p. 391)
PL-17-03453	Conditional Use Permit (Multi-Unit Dwelling)	1353 Park Avenue (to be located at 1350 Woodside Avenue)	8-unit Multi-Unit Dwelling.	1350 Woodside Avenue Multi-Unit Dwelling Conditional Use Permit (p. 391)
PL-16-03376	HDDR	1353 Park Avenue (1323 Woodside Avenue)	Reconstruction/ relocation of a Historic Single-Family Dwelling to a vacant lot.	1353 Park Avenue Material Deconstruction and Relocation (p. 53)
PL-16-03377	HDDR	1334 Woodside Avenue	Construction of a Non-historic Single-Family Dwelling.	N/A
PL-16-03378	HDDR	1333 Park Avenue	Rehabilitation of Historic Single-Family Dwelling.	1333 Park Avenue Material Deconstruction (p. 157)
PL-17-03451	HDDR	1353 Park Avenue, 1354 - 1364 Woodside Avenue	Non-historic Single-Family Dwelling, non-historic 8-unit Multi-Unit Dwelling , and Carport on vacant lots.	N/A

Purpose

The purpose of the Historic Residential Medium Density (HRM) District is found in [Land Management Code § 15-2.4-1](#).

Analysis

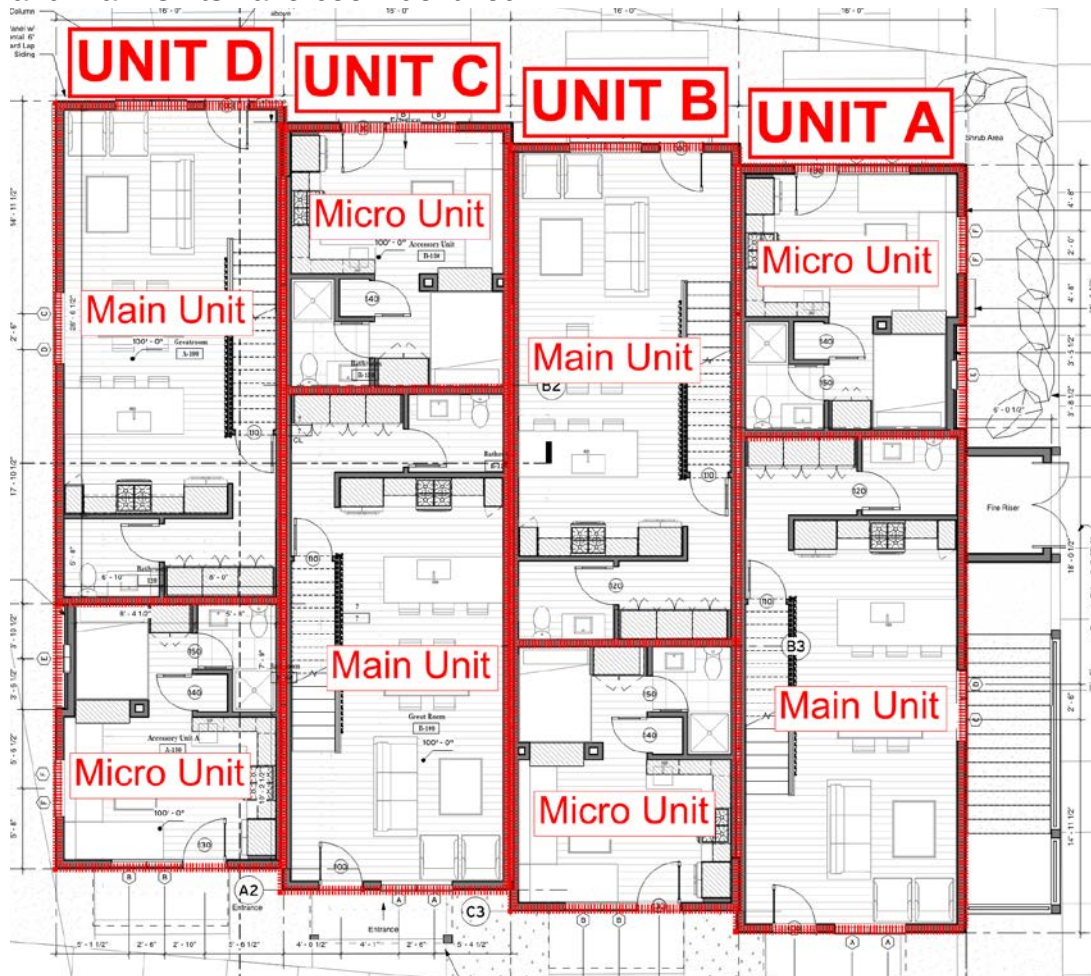
The proposed Woodside Park Subdivision - Phase I Condominium Plat Amendment memorializes private, common, and limited common area which allows the units to be sold individually. The proposed Woodside Park Subdivision - Phase I Condominiums consists of twelve (12) units, eleven (11) of which will be deed restricted Affordable units. The remaining unit may be retained by the City. There is a Multi-Unit Dwelling consisting of eight (8) dwelling units and four (4) Single-Family Dwellings.

The Multi-Unit Dwelling has storage for all eleven (11) deed restricted units in the basement. The basement is accessed via an exterior staircase on the north façade adjacent to the parking area. The basement is a combination of common area and limited common appurtenant with each private unit for the storage.

The multi-unit dwelling contains eight (8) dwelling units; however, the Condominium Plat will create four (4) condominium units each consisting of two (2) dwelling units. The two (2) dwelling units will consist of a larger main unit and an attached micro unit (both of which have a private/separate exterior entrance). The goal of this concept is that the larger unit can be purchased with an attached income producing micro unit. The rental rate of the micro unit will be established by the deed restrictions. The interior wall between the main unit and the micro unit is designated as common area which will prevent the combination of the micro unit and main unit into one (1) dwelling unit.

Staff has included a floor plan of the main level of the multi-unit dwelling for context. The main units are two (2) stories, but the micro units only occupy the area shown on the floor plan. The second story floor plans are not shown.

1350 Woodside Multi-Family Dwelling Main Level Floor Plan (Units A-D). Micro Units and Main Units have been identified.



The unit boundaries of each private unit are set forth on the recorded plat. The following table identifies the private area of each unit:

Building / Address	Unit #	Private Square Footage
Multi-Unit Dwelling 1350 Woodside Avenue (combination of Main and Micro Units)	A	1,460
	B	1,465
	C	1,465
	D	1,460
Single-Family Dwelling 1333 Park Avenue	1	2,085
Single-Family Dwelling 1353 Park Avenue	2	585
Single-Family Dwelling 1343 Park Avenue	3	1,361
Single-Family Dwelling 1330 Woodside Avenue	4	2,330

Common areas include a 13-car parking lot, exterior walls and internal bearing walls/columns, internal circulation, exterior gathering areas and pathways, footing and foundation, roof, etc.

Limited common areas include porches for each unit, decks, and storage areas in the basement. The proposed Condominium Plat is consistent with the approved Development Agreement and associated Affordable Housing Plan as it provides the eleven (11) deed restricted units. Recordation of this Condominium Plat would allow the applicant to sell each deed-restricted unit individually. The proposed Condominium Plat reflects compliance with the approved Master Plan (Development Agreement), Conditional Use, Subdivision Plat, Affordable Housing Mitigation Plan, and issued Building Permit.

Good Cause

Staff finds good cause for this Condominium Plat Amendment as the proposal memorializes private, common, and limited common area that allows the units to be sold individually. The proposed condominium project consists of twelve (12) units, eleven (11) of which will be deed restricted Affordable units. The remaining unit may be retained by the City. This project is being developed in response to the City Council Affordable Housing Critical Priority.

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 been reviewed by Planning, Engineering, Legal, and Executive.

Notice

On March 13, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on March 9, 2019 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Woodside Park Subdivision - Phase I Condominiums located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue as conditioned or amended; or
- The City Council may deny the Woodside Park Subdivision - Phase I Condominiums located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Woodside Park Subdivision - Phase I Condominiums located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue to a future date.

Significant Impacts

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

Consequences of not taking recommended action

Consequences of not taking the Planning Department's recommendation are that the residential units would not be able to be sold individually. The entire site would remain under one (1) ownership.

Summary Recommendation

Staff recommends the City Council hold a public hearing for the Woodside Park Subdivision - Phase I Condominiums located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue and consider approving the proposed plat amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)

Exhibit B – Existing Conditions Survey

Exhibit C – Woodside Park – Phase I Subdivision

Exhibit D – Aerial Photographs with 500' Radius

Exhibit E – Site Photographs

Exhibit F – Master Planned Development Action Letter

Exhibit G – Development Agreement

Exhibit H – March 27, 2019 Planning Commission [Staff Report](#) and [Exhibits](#)

Ordinance No. 2019-22

AN ORDINANCE APPROVING THE WOODSIDE PARK SUBDIVISION - PHASE I CONDOMINIUMS LOCATED AT 1333 PARK AVENUE, 1343 PARK AVENUE, 1353 PARK AVENUE, 1330 WOODSIDE AVENUE, AND 1350 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, On March 13, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on March 9, 2019, proper legal notice was sent to all affected property owners and published in the Park Record and on the Utah Public Notice Website; and

WHEREAS, the Planning Commission held a public hearing on March 27, 2019 , to receive input on plat amendment; and

WHEREAS, the Planning Commission, on March 27, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 18, 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 Woodside Park Subdivision - Phase I Condominiums located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue.

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

SECTION 1. APPROVAL. The Woodside Park Subdivision - Phase I Condominiums located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1330 Woodside Avenue, and 1350 Woodside Avenue in the Historic Residential-Medium Density (HR-M) District.
2. The subject property currently consists of lots the Woodside Park – Phase I

Subdivision.

3. The proposed site location addresses are 1333 Park Avenue ("Significant" Single-Family Dwelling), 1343 Park Avenue (new Single-Family Dwelling), 1353 Park Avenue ("Significant" Single-Family Dwelling), 1330 Woodside Avenue (new Single-Family Dwelling), and 1350 Woodside Avenue (new Multi-Unit Dwelling).
4. On July 26, 2017 the Planning Commission approved the Woodside Park – Phase I Master Planned Development application and Conditional Use Applications for the Multi-Unit Dwelling and Parking Area.
5. On July 26, 2017 the Planning Commission forwarded a positive recommendation to City Council for the Woodside Park – Phase I Subdivision.
6. On August 31, 2017, the City Council approved the Woodside Park – Phase I Subdivision.
7. The Woodside Park – Phase I Condominium Plat Amendment application was deemed complete on January 31, 2019.
8. The proposed Woodside Park Subdivision - Phase I Condominiums consists of twelve (12) units, eleven (11) of which will be deed restricted Affordable units. The remaining unit may be retained by the City.
9. The property consists of an eight (8) unit Multi-Unit Dwelling, four (4) Single-Family Dwellings (SFD), a Public Access Easement, common gathering areas, and a 13-car parking lot.
10. The project is phase one (1) of a two (2) phase project that will provide Affordable Housing units developed by the City. In addition to residential units, the two (2) projects will create a pedestrian link between Park Avenue and Empire Avenue through Public Access Easements.
11. The proposed Woodside Park Subdivision - Phase I Condominium Plat Amendment memorializes private, common, and limited common area which allows the units to be sold individually.
12. The Multi-Unit Dwelling has storage for all eleven (11) deed restricted units in the basement. The basement is accessed via an exterior staircase on the north façade adjacent to the parking area. The basement is a combination of common area and limited common appurtenant with each private unit for the storage.
13. The multi-unit dwelling contains eight (8) dwelling units; however, the Condominium Plat will create four (4) units each consisting of two (2) dwelling units. The two (2) dwelling units will consist of a larger main unit and an attached micro unit.
14. The rental rate of the micro unit will be established by the deed restrictions.
15. The interior wall between the main unit and the micro unit is designated as common area which will prevent the combination of the micro unit and main unit into one (1) dwelling unit.
16. Common areas include a 13-car parking lot, exterior walls and internal bearing walls/columns, internal circulation, exterior gathering areas and pathways, footing and foundation, roof, etc.
17. Limited common areas include porches for each unit, decks, and storage areas in the basement.
18. The proposed Condominium Plat is consistent with the approved Development Agreement and associated Affordable Housing Plan as it provides the eleven (11) deed restricted units.

19. Recordation of this Condominium Plat would allow the applicant to sell each deed restricted unit individually.
20. The proposed Condominium Plat reflects compliance with the approved Master Plan (Development Agreement), Conditional Use, Subdivision Plat, Affordable Housing Mitigation Plan, and issued Building Permit.
21. Staff finds good cause for this Condominium Plat Amendment as the proposal memorializes private, common, and limited common area that would that allows the units to be sold individually. The proposed condominium project consists of twelve (12) units, eleven (11) of which will be deed restricted Affordable units. The remaining unit will be retained by the City. This project is being developed in response to the City Council Affordable Housing Critical Priority.
22. The site is not located within the Sensitive Lands Overlay District. There are no known physical mine hazards. The site is within the Soils Ordinance Boundary and the site will have to meet requirements of the Soils Ordinance.
23. On March 13, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on March 9, 2019 according to requirements of the Land Management Code.
24. The Planning Commission reviewed the proposed Condominium Plat Amendment on March 27, 2019 ([Staff Report](#) and [Exhibits](#)) and forwarded a unanimous positive recommendation.
25. 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 Condominium Plat.
2. The Condominium 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 Condominium Plat Amendment.
4. Approval of the Condominium 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, individual unit deed restrictions, and CC&Rs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
3. The individual unit deed restrictions for the Affordable units, acceptable to the City, shall be recorded with or prior to condominium plat recordation. The deed restriction shall outline and resolve any issues or concerns regarding maintaining affordability of the unit. The plat shall note that the Affordable units are subject to a deed restriction.

4. The CCRs shall limit the HOA dues related to the deed restricted Affordable housing units in order to ensure the Affordable units remain affordable.
5. The applicant shall record the Plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval or 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.
6. All conditions of approval of the Master Planned Development, Conditional Use Permits, Woodside Park – Phase I Subdivision Plat Ordinance No. 2017-48, and approved Housing Mitigation Plan shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 18th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

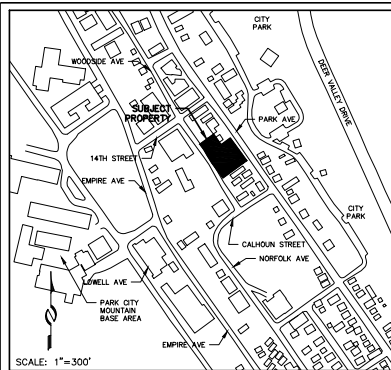
ATTEST:

City Recorder

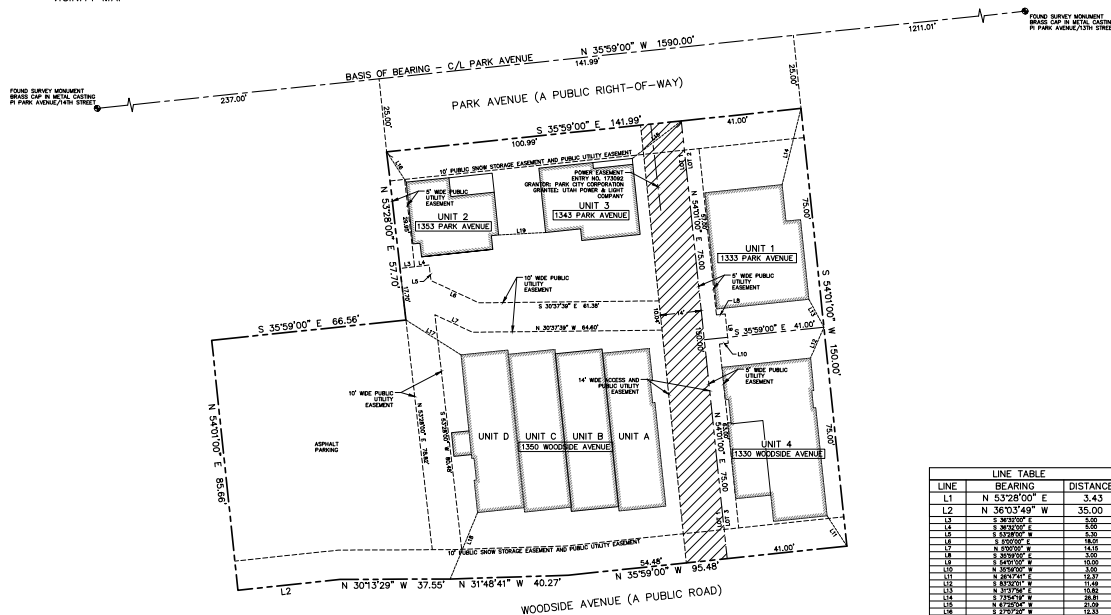
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat



VICINITY MAP



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 724899, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land together with easements, hereafter to be known as Woodside Park Subdivision-Phase I Condominiums and that the same has been monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

Parcel 1:

All of Lot 1, WOODSIDE PARK SUBDIVISION-PHASE I, recorded January 4, 2018, as Entry No. 1084351 in the Office of the Recorder, Summit County, Utah.

Less and excepting the following described parcel:

Beginning at a point that is South 35°59'00\" East 170.99 feet and South 54°01'00\" West 82.70 feet from a brass cap monument at the intersection of 14th Street and Park Avenue, said point being the northernmost corner of Lot 1, Woodside Park Subdivision-Phase I, recorded January 4, 2018, as Entry No. 1084351 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the boundary of said Lot 1 South 35°59'00\" East 66.56 feet; thence South 53°28'00\" West 75.00 feet; thence North 53°59'00\" West 67.28 feet to a point on the northerly boundary of said Lot 1; thence coincident with Lot 1 North 54°01'00\" East 75.00 feet to the point of beginning.

ALSO

All of Lots 2 & 3, Woodside Park Subdivision-Phase I, recorded January 4, 2018, as Entry No. 1084351 in the Office of the Recorder, Summit County, Utah.

Parcel 2:

Beginning at a point that is South 35°59'00\" East 170.99 feet and South 54°01'00\" West 82.70 feet from a brass cap monument at the intersection of 14th Street and Park Avenue, said point being the northernmost corner of Lot 1, Woodside Park Subdivision-Phase I, recorded January 4, 2018, as Entry No. 1084351 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the boundary of said Lot 1 South 35°59'00\" East 66.56 feet; thence South 53°28'00\" West 75.00 feet; thence North 53°59'00\" West 67.28 feet to a point on the northerly boundary of said Lot 1; thence coincident with Lot 1 North 54°01'00\" East 75.00 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Municipal Corporation, a Utah municipal corporation, as to Parcel 1, to be known hereafter as WOODSIDE PARK SUBDIVISION-PHASE I CONDOMINIUMS, does hereby certify that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the City of Park City the streets, land for local government uses, easements, and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this

____ day of _____, 2019.

PARK CITY MUNICIPAL CORPORATION

By _____

Andy Beerman, Mayor

ACKNOWLEDGMENT

STATE OF UTAH)

COUNTY OF SUMMIT) ss.

On this _____ day of _____,

2019, Andy Beerman 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 authorized representative of Park City Municipal Corporation, a Utah corporation, and that said document was signed by him on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he acknowledged to me that he executed the Condominium Plat.

By _____

Notary Public

Printed Name _____

Residing in: _____

My Commission Expires: _____

Commission No.: _____

NOTES:

1. This condominium plat is subject to the Conditions of Approval in Ordinance 2019-_____.
2. All Conditions of Approval of Woodside Park Subdivision-Phase I continue to apply and remain in full force and effect.

CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Redevelopment Agency of Park City, as to Parcel 2, to be known hereafter as WOODSIDE PARK SUBDIVISION-PHASE I CONDOMINIUMS, does hereby certify that it has caused this Condominium 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.

REDEVELOPMENT AGENCY OF PARK CITY

By _____

Andy Beerman, Chair

ACKNOWLEDGMENT

STATE OF UTAH)

COUNTY OF SUMMIT) ss.

On this _____ day of _____,

2019, Andy Beerman 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 authorized representative of Redevelopment Agency of Park City, a Utah corporation, and that said document was signed by him on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he acknowledged to me that he executed the Condominium Plat.

By _____

Notary Public

Printed Name _____

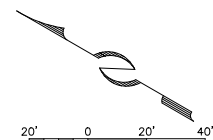
Residing in: _____

My Commission Expires: _____

Commission No.: _____

WOODSIDE PARK SUBDIVISION-PHASE I CONDOMINIUMS

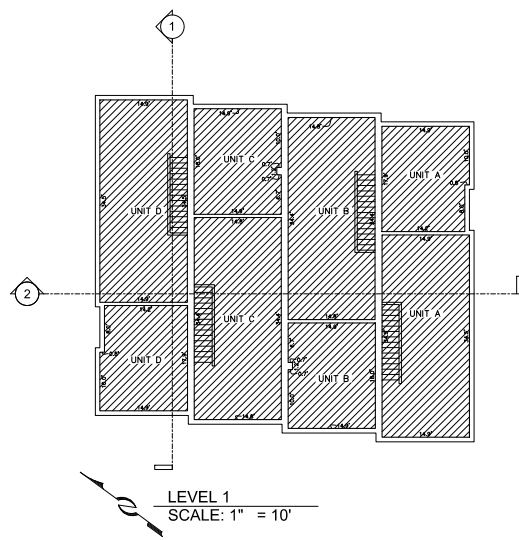
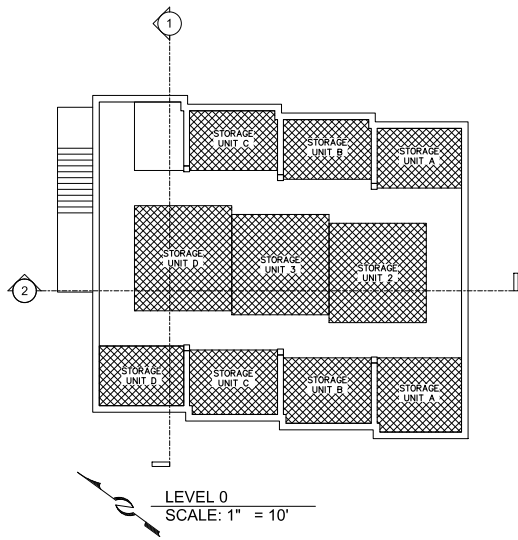
BLOCK 24, SNYDERS ADDITION TO PARK CITY
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



20' 0 20' 40'

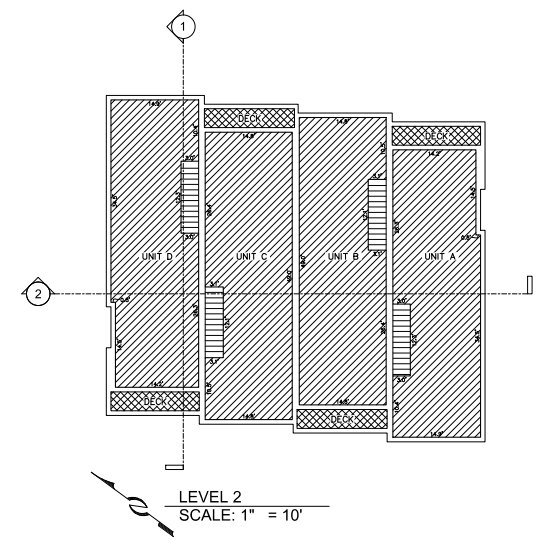
SHEET 1 OF 4

(435) 648-9487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 322 Main Street P.O. Box 2864 Park City, Utah 84060-2864	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 SUBDIVISION 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. _____
	1/10/19 JOB NO.: 7-10-18 FILE: X:\SnydersAddition\dwg\ar\plat2016\071016-condo.dwg						



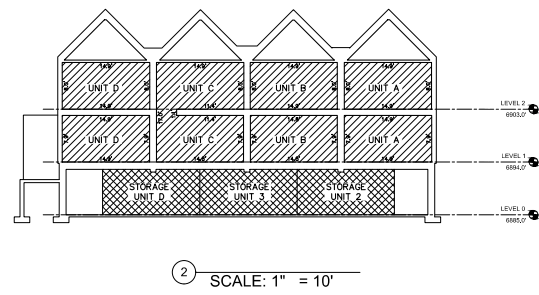
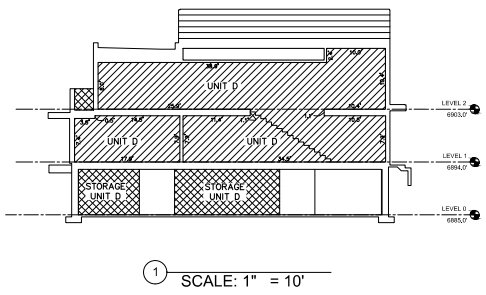
LEVEL 1 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
A	776
B	776
C	776
D	776



LEVEL 2 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
A	684
B	689
C	689
D	684



- COMMON AREA
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP

TOTAL SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
A	1,460
B	1,465
C	1,465
D	1,460

WOODSIDE PARK SUBDIVISION-PHASE I CONDOMINIUMS

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

Alliance
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2064 Park City, Utah 84060-2064
(435) 649-9487

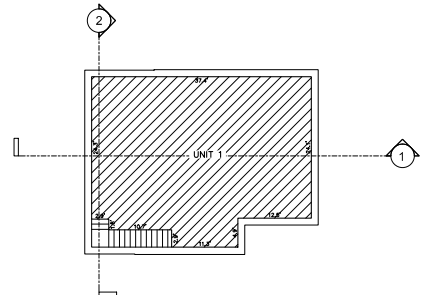
10' 0 10' 20'

JOB NO.: 7-10-16 FILE: X:\SnydersAddition\dwg\sv\plat2016\071016-condo.dwg
1/10/19

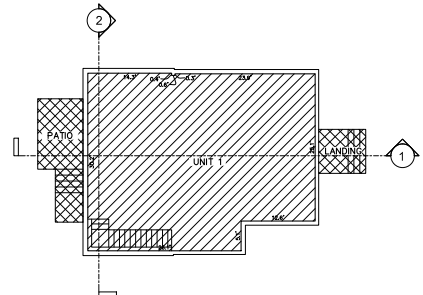
SHEET 2 OF 4

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____



LEVEL 0
SCALE: 1" = 10'

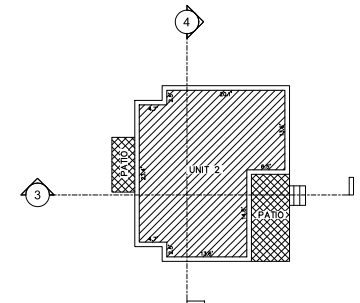


LEVEL 1
SCALE: 1" = 10'

UNIT 1 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
LEVEL 0	880
LEVEL 1	1,105
TOTAL	2,085

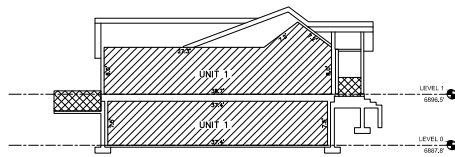
- COMMON AREA
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP



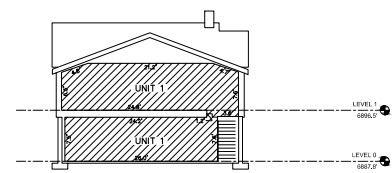
LEVEL 1
SCALE: 1" = 10'

UNIT 2 SQUARE FOOTAGE TABLE

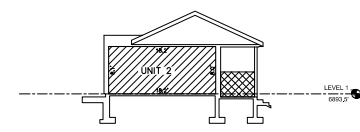
UNIT	SQUARE FOOTAGE
LEVEL 1	585



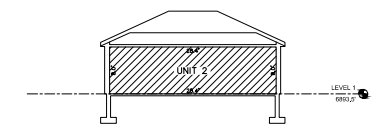
1 SCALE: 1" = 10'



2 SCALE: 1" = 10'



3 SCALE: 1" = 10'



4 SCALE: 1" = 10'

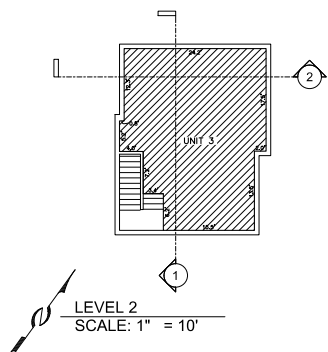
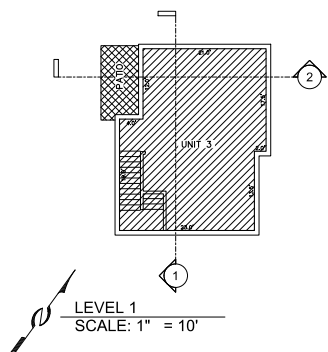
10' 0 10' 20'

WOODSIDE PARK SUBDIVISION-PHASE I CONDOMINIUMS

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

Alliance
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2064 Park City, Utah 84060-2064
(435) 649-9487

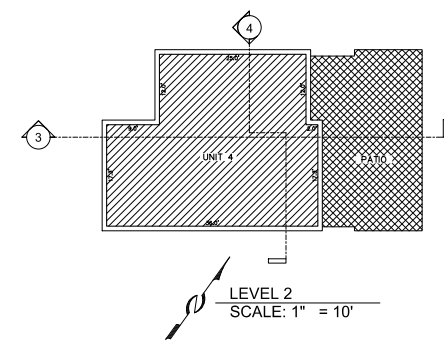
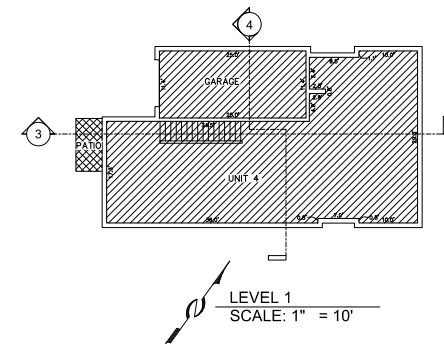
JOB NO.: 7-10-16 FILE: X:\SnydersAddition\dwg\serv\plat2016\071016-condo.dwg
1/10/19
SHEET 3 OF 4
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____



UNIT 3 SQUARE FOOTAGE TABLE

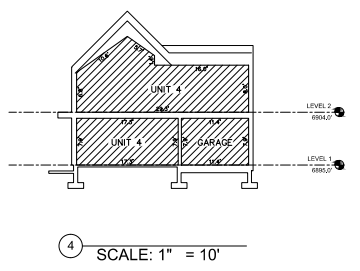
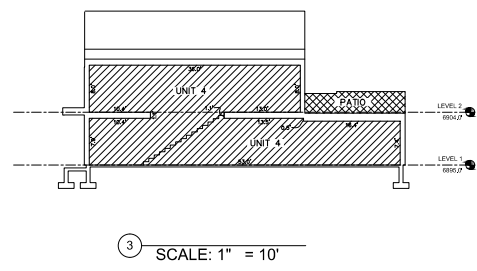
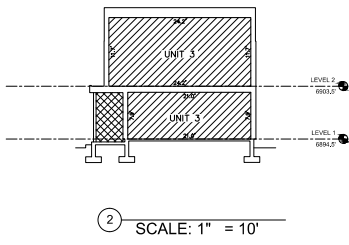
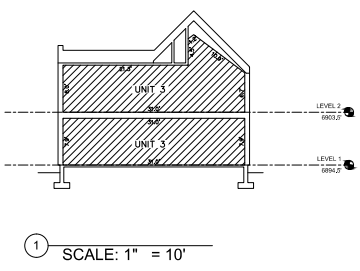
UNIT	SQUARE FOOTAGE
LEVEL 1	699
LEVEL 2	662
TOTAL	1,361

- COMMON AREA
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP



UNIT 4 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
LEVEL 1	1,122
LEVEL 2	922
GARAGE	286
TOTAL	2,330



WOODSIDE PARK SUBDIVISION-PHASE I CONDOMINIUMS

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



Alliance
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664
(435) 649-9487

JOB NO.: 7-10-16 FILE: X:\SnydersAddition\dwg\sv\plot2016\071016-condo.dwg
1/10/19
SHEET 4 OF 4
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____

Exhibit B – Proposed Project Intent

WOODSIDE PARK SUBDIVISION-PHASE I CONDOMINIUMS
SNYDER'S ADDITION TO PARK CITY SURVEY, BLOCK 24

December 4, 2018

PROJECT INTENT

This plat application is for the purpose of providing deed restricted housing to residents of Park City. The property is in Block 24, Snyder's Addition to Park City Survey, and a subdivision plat was recorded on January 4, 2018, as Entry No. 1084351. Three lots were created by the aforementioned plat. Lot 1 consists of a 4-unit condominium building, two single family residences and asphalt surface parking. Lot 2 and Lot 3 each will be occupied by a single family residence. Park City Municipal Corporation and Redevelopment Agency of Park City seek approval of this condominium plat.

Exhibit C – Existing Conditions Survey

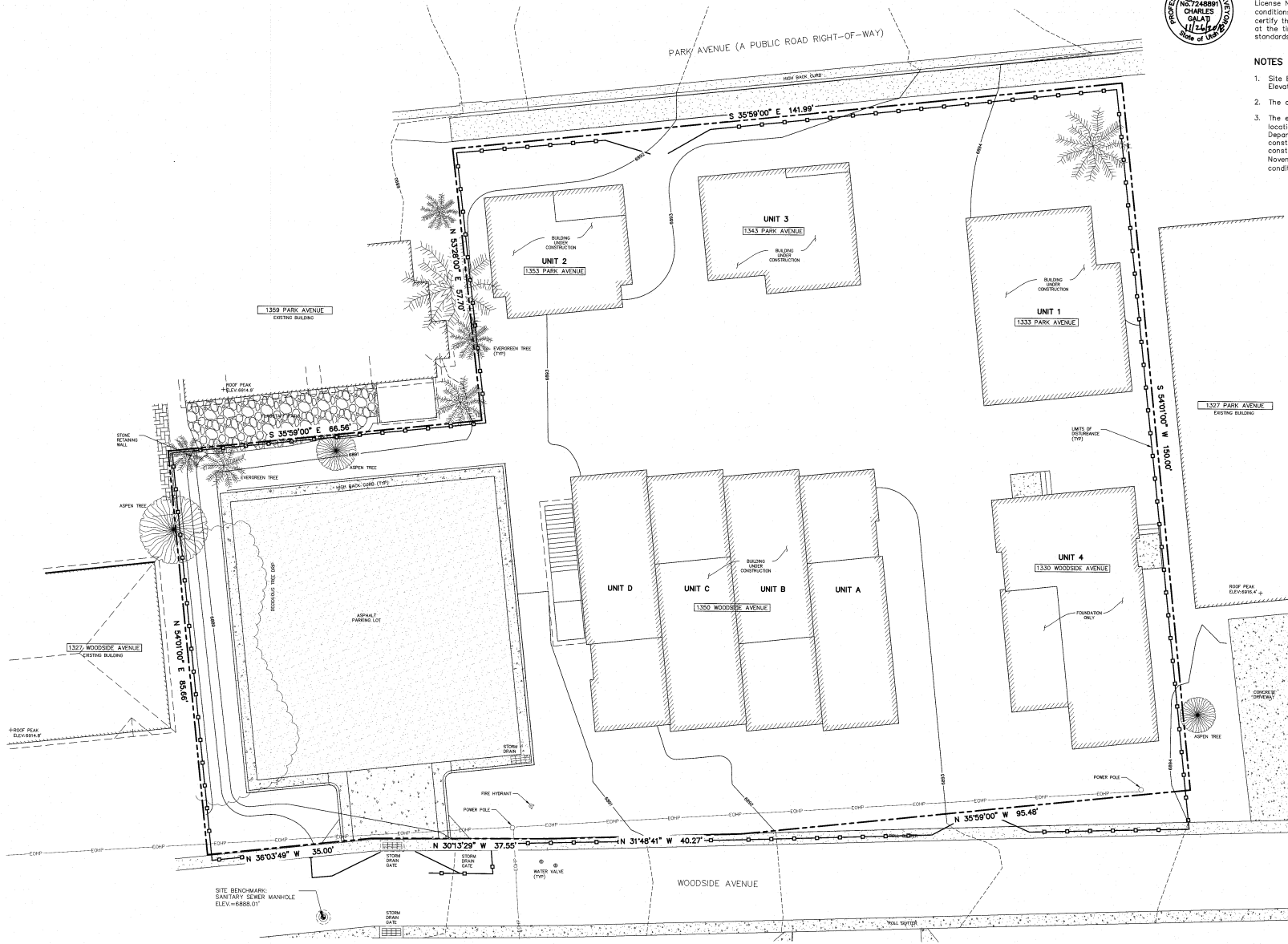


SURVEYOR'S CERTIFICATE

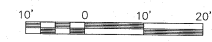
I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that an existing conditions/topographic survey has been made under my direction of the lands shown hereon. I further certify that this existing conditions/topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

NOTES

1. Site Benchmark: Sanitary Sewer Manhole Lid
Elevation=6888.01 feet.
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. The entire subject property is under construction. All building foundations have been verified per location and elevation, and Certificate of Survey's have been filed with Park City Building Department. Contours as shown are per civil plans prepared by Alliance Engineering and all construction staking has been performed by Alliance Engineering. The existing topography is in a constant state of flux as construction activity continues. A site inspection was performed on November 21, 2018 to review the "state of construction" and to prepare this existing conditions/topographic survey drawing.



LEGEND
 Found Street Monument
 (As-Noted)



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 123 Main Street, P.O. Box 2664 Park City, Utah 84060-2664	STAFF: CHARLES GALATI DUSTIN CARRISH MARSHALL KING	EXISTING CONDITIONS & TOPOGRAPHIC MAP WOODSIDE PARK PHASE I	SHEET 1 OF 1
	FOR: PARK CITY MUNICIPAL CORPORATION	JOB NO.: 7-10-16	11/26/18
	DATE:	FILE: X:\SnydersAddition\dwg\sr\topo2018\071016-Woodside Park Phase I existing conditions.dwg	

Exhibit D – Woodside Park – Phase I Subdivision



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 under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land into lots and streets, together with easements, hereafter to be known as WOODSIDE PARK SUBDIVISION-PHASE I and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

PARCEL 1
Beginning at a point which is North 54°01' East 350.00 feet and South 35°59' East 222.00 feet from the Northwest corner of Block 24, SNYDER'S ADDITION TO PARK CITY, said point also being on the Westerly right-of-way line of Park Avenue; running thence South 35°59' East along said right-of-way line 92.99 feet; thence South 54°01' West 150.00 feet; thence North 35°59' West 91.55 feet; thence North 53°28' East 150.1 feet to the point of beginning.

PARCEL 2
Beginning at a point which is South 54°01' West 329 feet and South 35°59' East 325.0 feet from the Northeast corner of Block 24, SNYDER'S ADDITION, Park City, Utah, and running thence South 35°59' East 39 feet; thence South 54°1' West 150 feet; thence North 35°59' West 49 feet, more or less, to a wooden fence; thence North 54°1' East along said wooden fence 150 feet; thence South 35°59' East 10 feet to the point of beginning.

PARCEL 3
Lot 2, Sernyak Subdivision, according to the official plat thereof, recorded July 7, 2005 as Entry No. 741765 of the official records in the office of the Summit County Recorder.

PARCEL 4
Beginning at the westernmost corner of Lot 2, Sernyak Subdivision, recorded July 7, 2005, as Entry No. 741763, and running thence along the southwestern boundary of said Lot 2 South 35°59'00" East 67.28 feet; thence South 53°28'00" West 13.88 feet to the northeasterly edge of an existing roll gutter; thence along said roll gutter the following two (2) courses: (1) North 30°13'29" West 32.58 feet; thence (2) North 36°03'49" West 35.00 feet; thence North 54°01'00" East 10.66 feet to the point of beginning.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 53°28'00" E	3.43
L2	N 30°13'29" W	32.58
L3	N 36°03'49" W	35.00
L4	N 30°13'29" W	4.97
L5	S 35°59'00" E	92.99
L6	S 54°01'00" W	150.00
L7	S 35°59'00" E	91.55
L8	N 53°28'00" E	150.10
L9	S 35°59'00" E	10.66
L10	S 35°59'00" E	32.58
L11	S 54°01'00" W	35.00
L12	N 36°03'49" W	1.02

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Municipal Corporation, a Utah municipal corporation, as to Parcels 1, 2 and 4, to be known hereafter as WOODSIDE PARK SUBDIVISION-PHASE I, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the City of Park City the streets, land for local government uses, easements, and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 11 day of DEC., 2017.

PARK CITY MUNICIPAL CORPORATION

By: Jack Thomas
Jack Thomas, Mayor

ACKNOWLEDGMENT

State of Utah: ss:
County of Summit:

On this 11 day of December, 2017, Jack Thomas personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Jack Thomas acknowledged to me that he is the authorized representative of Park City Municipal Corporation and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Michelle Kellogg
Notary Public

A Notary Public commissioned in Utah
Michelle Kellogg
Printed Name

Residing in: Park City, UT

My commission expires: 5-19-2019



CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Redevelopment Agency of Park City, as to Parcel 3, to be known hereafter as WOODSIDE PARK SUBDIVISION-PHASE I, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this 11 day of DEC., 2017.

REDEVELOPMENT AGENCY OF PARK CITY

By: Jack Thomas
Jack Thomas, Chair

ACKNOWLEDGMENT

State of Utah: ss:
County of Summit:

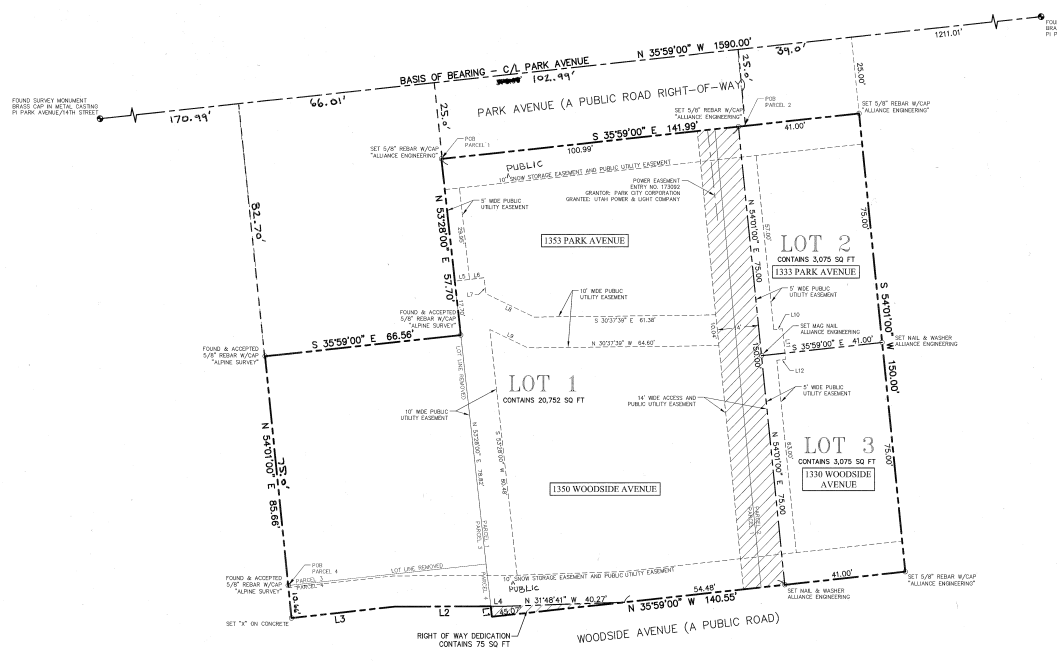
On this 11 day of December, 2017, Jack Thomas personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Jack Thomas acknowledged to me that he is the authorized representative of Redevelopment Agency of Park City and that he signed the above Consent to Record freely and voluntarily.

Michelle Kellogg
Notary Public

A Notary Public commissioned in Utah
Michelle Kellogg
Printed Name

Residing in: Park City, UT

My commission expires: 5-19-2019

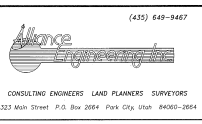


NOTES

- This subdivision plat is subject to the Conditions of Approval in Ordinance 2017-48.
- A façade preservation easement shall be dedicated to Park City for the historic structures at 1333 and 1353 Park Avenue following their restoration and prior to sale of the historic buildings to private property owners.
- The property is located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) boundary. Final construction must comply with requirements of the Soils Ordinance.
- No vehicular access or curb cuts are allowed from Park Avenue.
- Modified 13-D sprinklers shall be required within all dwellings constructed on the lots.
- All at-grade utility facilities for this development shall be located on the property and not in the adjacent right of way.
- A Grant of Easement recorded April 25, 2007, as Entry Nos. 810965 and 810966, in the Summit County Recorder's Office, affects the property.
- A Fence Easement Agreement and Quitclaim Deed recorded April 25, 2007, as Entry Nos. 810960 and 810961, in the Summit County Recorder's Office, affects the property.
- A Snow Shed Easement Agreement recorded October 12, 2007, as Entry No. 827809, in the Summit County Recorder's Office, affects the property.
- Any encroachments, including, but not limited to, any concrete sidewalks, shall be removed prior to obtaining a Certificate of Occupancy.

WOODSIDE PARK SUBDIVISION-PHASE I

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 11th DAY OF December, 2017
BY: S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23rd DAY OF August, 2017
BY: Chair
VICE-CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 10th DAY OF December, 2017
BY: Park City Engineer

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 28th DAY OF December, 2017
BY: Park City Attorney

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 31st DAY OF August, 2017
BY: Jack Thomas
MAYOR

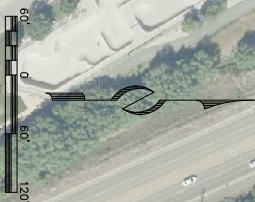
CERTIFICATE OF ATTEST
I CERTIFY THIS SUBDIVISION PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 31st DAY OF August, 2017
BY: Michelle Kellogg
PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Park City Municipal Corporation
FEE \$6.00
RECORDED
TIME 10:17 AM DATE 1/4/2018 ENTRY NO. 1084331

Exhibit E – Aerial Photographs with 500' Radius



SUBJECT
PROPERTY



STAFF:
RYAN BETHUNE
DUSTIN CLARKSH
DATE: 12/3/18

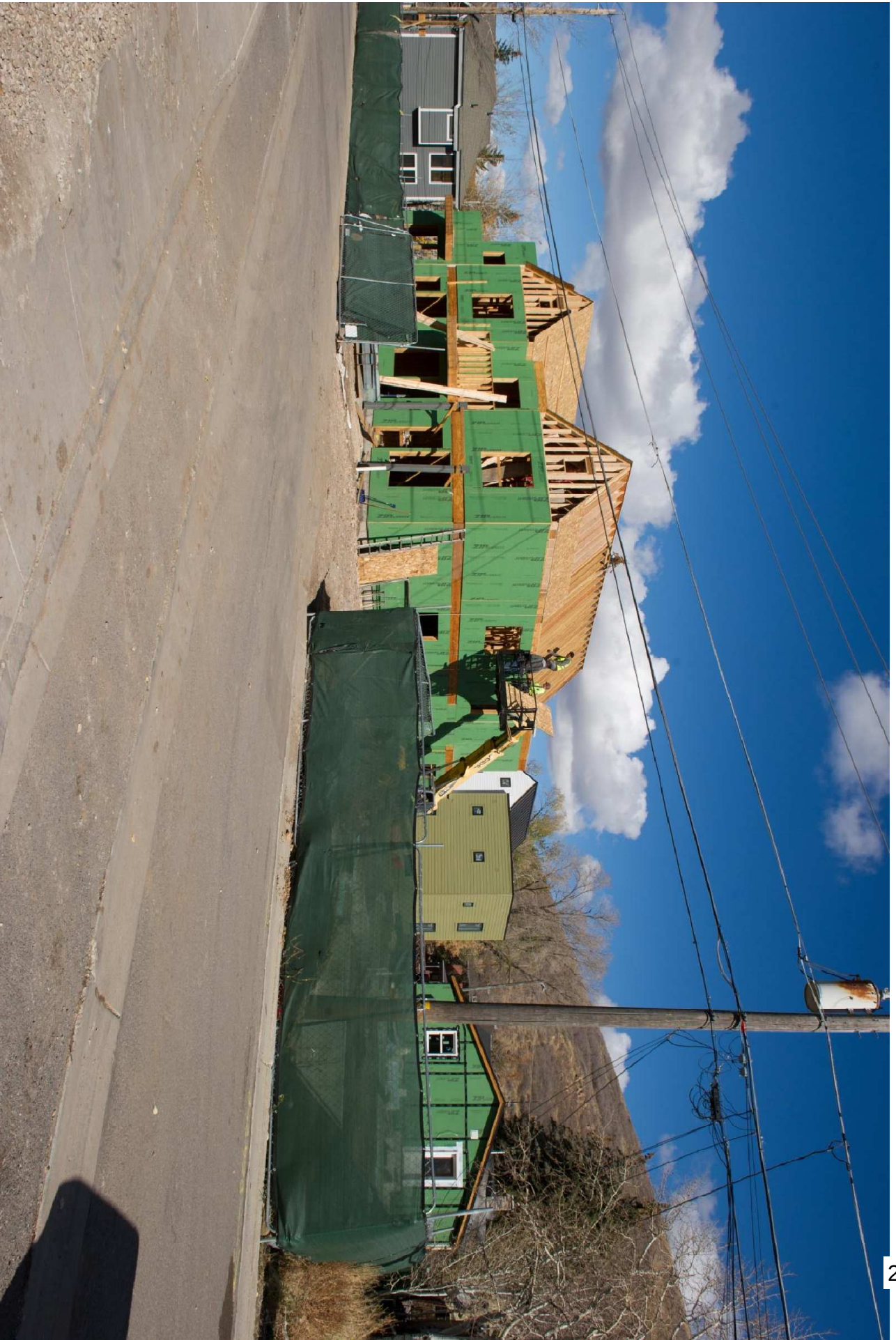
AERIAL PHOTOGRAPH
WOODSIDE PARK SUBDIVISION-PHASE I
SNYDER'S ADDITION TO PARK CITY SURVEY
FOR PARK CITY MUNICIPAL CORPORATION
JOB NO. 7-1-18
FILE: X:\Survey\addition\new\000001\Woodside Park Phase I-18\img

SHEET
1
OF
1

Exhibit F – Site Photographs



Woodside Park – Phase I looking southwesterly



Woodside Park – Phase I looking northeasterly



Woodside Park – Phase I looking southeasterly



Woodside Park – Phase I looking northwesterly

Exhibit G – Master Planned Development Action Letter



August 25, 2017

Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84103

CC: Elliott Workgroup, Project Architects

NOTICE OF PLANNING COMMISSION ACTION

Description

Project Description: Woodside Park Master Planned Development
Project Number: PL-17-03454
Project Address: 1333 Park Avenue, 1353 Park Avenue, and 1364 Woodside Avenue
Date of Final Action: August 23, 2017

Action Taken

On August 23, 2017 the Planning Commission conducted a public hearing and approved the Woodside Park Master Planned Development (MPD) according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. The proposed site location consists of 1333 Park Avenue ("Significant" Single-Family Dwelling), 1353 Park Avenue (the former Park Avenue Fire Station parcel), and 1364 Woodside Avenue (vacant lot)
2. The site is known as the Woodside Park Affordable Housing Project Phase I.
3. Phase I of the Woodside Park Affordable Housing Project will consist of 10.68 Unit Equivalents to be located between Woodside Avenue and Park Avenue. The scope will include: Demolition of the former Park Avenue Fire Station; Four (4) Single-Family Dwellings; An eight-unit (8-unit) Multi-Unit Dwelling; A Thirteen-car (13-car) Parking Lot and An Access Easement running east-west.
4. During a Work Session on August 25, 2016, City Council provided the Lower Park Avenue Affordable Housing Project Team (Elliott Workgroup, Economic Development, Housing, Planning, and Community Development) with direction to pursue a preferred concept for affordable housing on the former Park Avenue Fire Station Parcel.
5. At the October 20th, 2016 meeting, City Council provided affirmative direction to pursue the preferred concept, as amended, and begin the Land Use process.

6. The Project Team met weekly to develop the required Land Use application submittals and conduct further LMC pre-reviews with Planning Department staff as required by the Land Management Code 15-6-4.
7. There are eight (8) applications total for the entire scope of Phase I.
8. On January 26, 2017 Elliot Workgroup submitted the MPD application as the representative for Park City Municipal Corporation. The application was deemed complete on March 2, 2017 after staff worked with the applicant on the requirements for the submittal.
9. The Planning Commission reviewed and continued this Master Planned Development application during a Work Session on July 12th, 2017. The Planning Commission held a public hearing and continued the Master Planned Development application on July 26th, 2017.
10. On June 28th, 2017, July 12th, 2016, August 9th, 2017 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on June 24th, 2017, July 8th, 2017, and August 5th, 2017 according to requirements of the Land Management Code.
11. At the July 12th, 2017 Work Session, the Planning Commission reviewed the entire scope of the project and discussed specific items with the applicant. The specific discussion items included, but were not limited to Snow storage, Area context on a neighborhood scale, Parking Requirements based on unit type, Solar panel glare, other examples of similar Affordable Housing projects, and Sound mitigation between units of the Multi-Unit Dwelling.
12. On March 1, 2017, the Historic Preservation Board (HPB) reviewed the Historic District Design Review (HDDR) application and approved the Material Deconstruction and Relocation of the "Significant" Single-Family Dwelling at 1323 Woodside Avenue to 1353 Park Avenue.
13. On March 1, 2017, the HPB reviewed the HDDR application and approved the Material Deconstruction of the "Significant" Single-Family Dwelling located at 1333 Park Avenue.
14. The remaining HDDR applications are under review by Planning Staff pending additional modifications and/or reviews by Planning Commission for the Conditional Use Permits.
15. The proposal complies with Land Management Code (LMC) § 15-6-5(A) Density as the proposed Density of the MPD does not exceed the maximum Density in the zone. The proposed MPD consists of 5.25 Residential Unit Equivalents.
16. Land Management Code (LMC) § 15-6-5(B) Building Footprint is not applicable as the site is not located in the HR-1 or HR-2 District. The proposed MPD is located in the HR-M Zoning District.
17. The proposal complies with Land Management Code (LMC) § 15-6-5(C) Setbacks as Per [LMC 15-6-5\(C\)\(2\)](#), for parcels less than one (1) acre in size and located inside the HRM, HR-1, HR-2, HR-L, HRC, and HCB, Districts, the minimum Setback around the exterior boundary of an MPD shall be determined by the Planning Commission in order to remain consistent with the contextual streetscape of adjacent Structures.
18. The Woodside Park Affordable Housing Phase I MPD area is less than one (1) acre in size in the HRM Zoning District, therefore, the setbacks shall be determined by the Planning Commission.

19. The two (2) Single-Family Dwellings located on Lot 1 abutting Park Avenue (1343 Park Avenue and 1353 Park Avenue) shall have an 10 foot rather than the Zone required 15 foot Front Yard Setback which is consistent with many of the existing single-family dwellings on Park Avenue (including the neighboring "Significant" Single-Family Dwelling located at 1359 Park Avenue).
20. The two (2) Single-Family Dwellings (1343 Park Avenue and 1353 Park Avenue) will comply with all other applicable Setbacks, will comply with the minimum Uniform Building Code and Fire Code requirements, does not increase project Density, maintains the general character of the surrounding neighborhood in terms of mass, scale and spacing between houses, and meets open space criteria set forth in Section 15-6-5(D). No additional density is achieved by the decreased setback and all other requirements will still be met.
21. Parking Space 13 of the Parking Lot abutting Woodside Avenue on Lot 1 shall have a minimum Front Yard setback of 12 foot 8 inches. The remainder of the Parking Lot will comply with all applicable Setbacks. Parking Space 13 encroaches into the Front Yard Setback by a maximum of approximately 2 feet 4 inches. The Parking Lot is compatible with the streetscape and is appropriately screened. The Carport Structure will comply with all applicable HRM Zone required Setbacks.
22. The Front Yard setback of 12 feet 8 inches for Parking Space will not result in greater project density and will be properly buffered/visually mitigated through vegetative and fenced screening that is compatible with the Design Guidelines for Historic Districts and Historic Sites.
23. The Setback for Parking Space 13 will result in an additional Parking Space for the project, which the project team is contemplating potential uses as electric car charging station, car-share, and other uses that are compatible with goals set forth in the General Plan (ex. Goal 5 - Environmental Mitigation objectives and implementation strategies). Parking Space 13 will allow for one (1) additional car to park off-street rather than on the street.
24. The proposal complies with Land Management Code (LMC) § 15-6-5(D) Open Space because the proposed MPD is considered a redevelopment of existing Development; therefore, the Planning Commission shall reduce the required open space to 30% in exchange for project enhancements. The proposed MPD area is a total of 26,940 square feet. The applicant is proposing 52.41% Open Space which equates to 14,119 square feet.
25. The total required Parking Spaces of the entire project is 13.5 (14 when rounded to the next whole number) Parking Spaces. The total number of Parking Spaces provided by the project is 15 Parking Spaces.
26. The proposed MPD is providing one (1) additional Parking Space in excess of what is required by the Land Management Code.
27. The two (2) Historic Single-Family Dwellings located on Park Avenue (1333 Park Avenue and 1353 Park Avenue) do not have a Parking Requirement per LMC 15-2.4-6 Existing Historic Structures; therefore, no parking is provided for these structures.
28. The non-Historic Single-Family Dwelling located at 1334 Woodside Avenue has a single-car garage and driveway providing the required two (2) parking spaces on its own site.
29. The Multi-Family Dwelling (1354 Woodside Avenue) and non-historic Single-Family Dwelling (1343 Park Avenue) combine for a total of 11.5 Parking Spaces required

which will be provided in the 13-car Parking Lot.

30. One (1) of the Parking Spaces is ADA compliant for van accessibility in accordance with the ADA requirements.
31. Per LMC 15-3-9 Bicycle Parking Requirements, the Multi-Unit Dwelling must provide at least three (3) bicycle Parking Spaces or ten percent (10%) of the required off-Street Parking Spaces, whichever is greater, for the temporary storage of bicycles. The applicant is proposing to provide five (5) Bicycle Parking Spaces.
32. The proposal complies with Land Management Code (LMC) § 15-6-5(F) Building Height because the proposed MPD complies with the Building Height requirements for the HRM Zoning District. No Height exception is requested.
33. The proposal complies with Land Management Code (LMC) § 15-6-5(G) Site Planning because; the units are sited in such a way that is compatible with other residential structures in the Historic District, specifically respecting the Historic rhythm and scale of the streetscape on both Woodside Avenue and Park Avenue; Due to the relatively flat topography, very little retaining will be necessary. All retaining walls on site are no higher than 4 feet in total height. All retaining walls will be stacked stone consistent with those found in the Historic District; Roads, utility lines, and Buildings are designed to work with the Existing Grade. Cuts and fills are minimized; The project scope includes an Access Easement running east-west which will link the City Park and Park Avenue bus stops to Woodside Avenue; ample snow storage areas are provided in accordance with the requirements of the LMC for the Access Easement, internal sidewalks, and Parking Lot; An enclosed trash and recycling structure has been provided on site which included a total of 12 cans (6 Recycling and 6 Trash).
34. The proposal complies with Land Management Code (LMC) § 15-6-5(H) Landscape and Street Scape because there is no existing significant vegetation. There is a landscape buffer for the Parking Lot and landscaping throughout the remainder of the project that is consistent with that found in the Historic District, including, but not limited to, natural turf, native grasses, deciduous trees, shrubs, and other alpine perennials.
35. Land Management Code (LMC) § 15-6-5(I) Sensitive Lands Compliance is not applicable as the site is not located within the Sensitive Lands Overlay District.
36. Land Management Code (LMC) § 15-6-5(J) Employee/Affordable Housing is not applicable as Eleven (11) of the twelve (12) proposed units are designated as Affordable Housing.
37. Land Management Code (LMC) § 15-6-5(K) Child Care is not applicable as the scale of this project is minor and much less than the allowed Zone Density. The Park City Library has Child Care which is located within walking distance and there is significant open space within the vicinity and on the proposed project site (City Park, Library Park, etc.).
38. Land Management Code (LMC) § 15-6-5(L) Mine Hazards is not applicable as there are no known Physical Mine Hazards on the property.
39. Land Management Code (LMC) § 15-6-5(M) Historic Mine Waste Mitigation is not applicable as there are no known Physical Mine Hazards on the property. The site is within the Soils Ordinance Boundary and the site will have to meet the Soils Ordinance which is standard for all Development and is Condition of Approval #5 of the Plat Amendment.
40. The proposal complies with Land Management Code (LMC) § 15-6-5(N) General

Plan Review as the proposed MPD fulfills the following Goals 3, 5, 7, 8, 15 of the General Plan and the applicable Objectives and/or Implantation Strategies of each as further described in the Analysis section of this report.

41. The proposal complies with Land Management Code (LMC) § 15-6-5(O) Historic Sites as the applicant submitted a Historic Preservation Plan and Physical Conditions Report for the Historic Single Family Dwellings located at 1333 Park Avenue and 1353 Park Avenue. 1333 Park Avenue will be rehabilitated and 1353 Park Avenue will be relocated from 1323 Woodside Avenue and reconstructed at the new site. As a part of the Plat Amendment application, Condition of Approval #4 requires that both structures (1333 Park Avenue and 1353 Park Avenue) shall have Façade Preservation Easements placed on them prior to sale to a new property owner. Both structures are already listed as “Significant” on Park City’s Historic Sites Inventory.
42. The property is located in a FEMA Flood Zone A.

Conclusions of Law:

- A. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
- B. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein;
- C. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
- D. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
- E. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
- F. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
- G. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
- H. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
- I. The MPD, as conditioned, meets the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;
- J. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and
- K. The MPD has been noticed and public hearing held in accordance with this Code.
- L. The MPD, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application.
- M. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
- N. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.

- O. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

Conditions of Approval:

1. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding lighting, trash/recycling enclosures, mechanical equipment, etc.
2. A conditional use permit is required for the Multi-Unit Dwelling and Parking Area of five (5) or more spaces prior to issuance of a building permit.
3. A development agreement as described in LMC Section 15-6-4(G) shall be ratified by the Planning Commission within 6 months of this approval and prior to issuance of a building permit for the project.
4. All vehicle access to the site shall be off of Woodside Avenue.
5. Parking Space Allocation within the Parking Area shall be established as a part of the CC&Rs.
6. That the basic infrastructure for electronic charges to be installed in the parking lot and for e-chargers to be installed at a later date.
7. An e-bike location should be located somewhere on the site.

If you have any questions or concerns regarding this letter, please do not hesitate to call me at (435)615-5059 or contact me by email at hannah.tyler@parkcity.org.

Sincerely,



Hannah M. Tyler
Project Planner

Exhibit H – Development Agreement

WHEN RECORDED, MAIL TO:
City Recorder
Park City Municipal Corporation
P. O. Box 1480
Park City, Utah 84060

**DEVELOPMENT AGREEMENT
FOR THE WOODSIDE PARK AFFORDABLE HOUSING PROJECT
PHASE I MASTER PLANNED DEVELOPMENT (MPD), LOCATED AT
1333 PARK AVENUE, 1353 PARK AVENUE, 1330 WOODSIDE AND 1350
WOODSIDE AVENUE, PARK CITY, SUMMIT COUNTY, UTAH**

This Development Agreement is entered into as of this 15 day of August, 2018, by and between Park City Municipal Corporation ("Developer") as the owner and developer of certain real property located in Park City, Summit County, Utah, on which Developer proposes the development of a project known as the Woodside Park Affordable Housing Project Phase I Master Planned Development, and Park City Municipal Corporation, a municipality and political subdivision of the State of Utah ("Park City"), by and through its City Council.

RECITALS

- A. Developer is the owner of a the Woodside Park Phase I Subdivision located in Park City, Summit County, Utah, as reflected in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property"), on which it has obtained approval for the development known as the Woodside Park Affordable Housing Project Phase I Master Planned Development, as more fully described in the incorporated Exhibits B and C, attached, and as set forth below (the "Project").
- B. Park City requires development agreements under the requirements of the Park City Land Management Code ("LMC") for all Master Planned Developments.
- C. Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Park City General Plan, and address other issues as more fully set forth below.
- D. Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now, therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Park City hereby agree as follows:

1. Project Conditions:

1.1. The Design Drawings dated and reviewed by the Planning Commission on August 23, 2017, (attached as Exhibit B) and Findings of Fact, Conclusions of Law and Conditions of Approval (attached as Exhibit C) are incorporated herein as the Project; subject to

changes detailed herein. The Project is located in the Historic Residential Medium-Density (HR-M) zoning district.

1.2. Developer and its successors agree to pay the then current impact fees imposed and as uniformly established by the Park City Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future.

1.3. Developer and any successors agree that the following are required to be entered into and approved by Park City prior to issuance of a Building Permit: (a) a construction mitigation plan, (b) a utility and grading plan, (c) a storm water plan, (d) a water efficient landscape and irrigation plan showing snow storage areas in compliance with the conditions of the August 23, 2017 MPD approval.

1.4. Developer is responsible for compliance with all local, state, and federal regulations regarding contaminated soils as well as streams and wetlands. Developer is responsible for receiving any Army Corp of Engineer Permits required related to disturbance of streams and wetlands.

2. Vested Rights and Reserved Legislative Powers

2.1 Subject to the provisions of this Agreement, Developer shall have the right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development approved by this Agreement, subject to compliance with the other applicable ordinances and regulations of Park City.

2.2 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the existing land use and zoning regulations which are applicable to the Project under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Agreement applicable to the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

3. Successors and Assigns.

3.1 Binding Effect. This Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project.

3.2 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be

evidenced by letter from the City to Developer or its successors or assigns. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

4. General Terms and Conditions.

4.1 Term of Agreement. Construction, as defined by the Uniform Building Code, is required to commence within two (2) years of the date of execution of this Agreement. After Construction commences, the Woodside Park Affordable Housing Project Phase I Master Planned Development and this Agreement shall continue in force and effect until all obligations hereto have been satisfied. The Master Plan approval for the Project shall remain valid so long as construction is proceeding in accordance with the approved phasing plan set forth herein.

4.2 Agreement to Run With the Land. This Development Agreement shall be recorded against the Property, as described in Exhibit D attached hereto, and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

4.3 No Joint Venture, Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

4.4 Integration. This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

4.5 Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

4.6 Attorney's Fees. If this Development Agreement or any of the Exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

4.7 Minor Administrative Modification. Minor administrative modification may occur to this approval without revision of this Agreement.

5. Phasing.

5.1 Project Phasing. The Project will be developed in one (1) phase.

5.2 Construction of Access. Developer may commence grading access to the Project from Park Avenue and Woodside Avenue, as approved by the City Engineer according to generally accepted engineering practices and standards, and pursuant to permit requirements of

the LMC, the International Building Code/ Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to City standards and accepted by the City.

5.3 Form of ownership anticipated for the project. The Project will consist of twelve residential units. Units are anticipated to be included in the condominium plat for individual ownership.

6. **Water.** Developer acknowledges that water development fees will be collected by Park City in the same manner and in the same amount as with other development within municipal boundaries and that impact fees so collected will not be refunded to Developer or to individual building permit applicants developing within the Project.

7. **Affordable Housing.** Eleven (11) of the twelve (12) proposed units are designated as Affordable Housing and will be deed restricted as such. The Affordability has been established by Resolution 03-2017. This project complies with Resolution 03-2017 and definitions of Affordable.

8. **Physical Mine Hazards.** There are no known Physical Mine Hazards on the property as determined through the exercise of reasonable due diligence by the Owner.

9. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express, UPS, or other established express delivery service which maintains delivery records, (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by written notice in the above manner:

To Developers:

Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, UT 84060
Attn: City Attorney

To Park City:

Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, UT 84060
Attn: City Attorney

Such communication may also be given by facsimile and/or email transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

10. **List of Exhibits.**

Exhibit A – Plat

Exhibit B – MPD plans including site plan, architectural plans, landscape plan, trail and open space plans, grading plan, and utility plan approved by Planning Commission on August 23, 2017

Exhibit C – MPD Action letter Planning Commission Approval from August 23, 2017

Exhibit D – Legal Description of subject property located at the Woodside Park Subdivision-Phase I

Exhibit E – Historic Structures Report

IN WITNESS WHEREOF, this Development Agreement has been executed by the Developer by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council.



PARK CITY MUNICIPAL CORPORATION

By: Andy Beerman
Andy Beerman, Mayor

ATTEST:

By: Michelle Kellogg
City Recorder

APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney

DEVELOPER AND OWNER OF A PORTION OF LOT 1 AND ALL OF LOTS 2 AND 3 OF WOODSIDE PARK SUBDIVISION-PHASE I:

Park City Municipal Corporation

445 Marsac Avenue

PO Box 1480

Park City, UT 84060

By: Diane Foster
Diane Foster, City Manager

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On this 15 day of August, 2018, personally appeared before me Michelle Kellogg (notary), 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 Diane Foster is City Manager of Park City Municipal Corporation.



Michelle Kellogg

Notary Public

OWNER OF PORTION OF LOT 1 OF WOODSIDE PARK SUBDIVISION-PHASE 1:

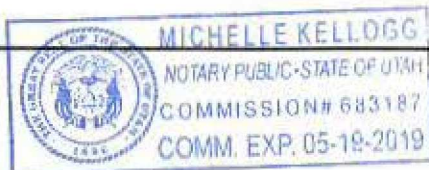
Redevelopment Agency of Park City
445 Marsac Avenue
PO Box 1480
Park City, UT 84060

By: *[Signature]*

Diane Foster, Executive Director

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On this 15 day of August, 2018, personally appeared before me *Michelle Kellogg* (notary), 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 Diane Foster is Executive Director of Redevelopment Agency of Park City.



Michelle Kellogg

Notary Public

Exhibit A:
Plat approved by Planning Commission
on August 23, 2017

LOCAL DESCRIPTION

DISCOUNTS
Discounting of a good equals a benefit (profit) less the \$3.00 cost and yields 31.5% (cost 20.0% less than the benefit) versus a stock bid (30.0%); a 100% return to the stock 31% and more are being offered by the bidding agent—this is the "free market" offering. Hence, the 31% cost and more are offered by the bid \$3.00 less, because there is 31% less (31.5% less) than the 30% cost of the bid; hence there is 31.5% less (31% less) than the cost of bidding.

● 2010年10月1日起，凡在中华人民共和国境内销售货物或者提供加工、修理修配劳务以及进口货物的单位和个人，均应按照《中华人民共和国增值税暂行条例》及实施细则缴纳增值税。

[illegible]

• **Country:**

REPLYING TO THE EDITORIAL *Journal of Law & Society Studies*, November/December, January/February, May/June 2005, 36 (October 2005), 371-373, and several times during the editorial review process. I thank the Editor, David G. Thelen, and the reviewers for their helpful comments and suggestions. I also thank the Editor for his patience and for his willingness to let me revise my article. I am grateful to the Editor for his helpful comments and suggestions. I am grateful to the Editor for his patience and for his willingness to let me revise my article. I am grateful to the Editor for his helpful comments and suggestions. I am grateful to the Editor for his patience and for his willingness to let me revise my article.

[illegible]

NEW YORK, N.Y. (TheStreet.com) — The National Commodity Clearing Corporation, a U.S. market operator, said on Tuesday it has received a letter from the U.S. Justice Department asking it to provide information about its operations and data to the U.S. Department of Justice.

④ 2008 年 10 月 1 日起

[illegible]

© 2000 Blackwell Science Ltd

10

On the 11th day of March

Source: Bureau of Economic Analysis, *U.S. National Income and Product Accounts*, 1992.

and continued to record fairly good values

© 2007 Pearson Education, Inc. All rights reserved.

A history public consortium in Ohio
 Michelle Kelling

$$\text{Ranking in } \sqrt{2\pi} \log p \cdot \text{MSE}$$

My course book mentions $\frac{5}{2} \times 10^4 = 2.5 \times 10^4$

INDEX

WILL T. NICHOLS

五

100

terminal and appropriate for that particular, not the other way around.

[illegible]

1000

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MORMON
PARK CITY, SANJUNT COUNTY, UTAH

[illegible]

姓名	性别	年龄	职业	住址	电话
张三	男	35	教师	北京市海淀区	12345678
李四	女	28	医生	北京市朝阳区	87654321
王五	男	42	工程师	上海市浦东新区	98765432
赵六	女	31	记者	广州市天河区	56789012
孙七	男	25	程序员	深圳市南山区	45678901
周八	女	38	会计师	北京市西城区	34567890
吴九	男	45	律师	上海市黄浦区	23456789
郑十	女	33	作家	杭州市西湖区	12345678
冯十一	男	29	科学家	北京市东城区	01234567
陈十二	女	41	艺术家	上海市静安区	90123456
林十三	男	36	企业家	广州市白云区	89012345
周十四	女	27	教师	深圳市龙岗区	78901234
吴十五	男	43	医生	北京市丰台区	67890123
郑十六	女	32	工程师	上海市虹口区	56789012
冯十七	男	26	记者	广州市海珠区	45678901
陈十八	女	39	程序员	深圳市福田区	34567890
林十九	男	44	会计师	北京市石景山区	23456789
周二十	女	34	律师	上海市杨浦区	12345678
吴二十一	男	29	作家	杭州市余杭区	01234567
郑二十二	女	40	科学家	北京市大兴区	90123456
冯二十三	男	35	艺术家	上海市嘉定区	89012345
陈二十四	女	28	企业家	广州市增城区	78901234
林二十五	男	46	教师	深圳市盐田区	67890123
周二十六	女	37	医生	北京市昌平区	56789012
吴二十七	男	30	工程师	上海市崇明区	45678901
郑二十八	女	42	记者	广州市从化区	34567890
冯二十九	男	27	程序员	深圳市大鹏新区	23456789
陈三十	女	47	会计师	北京市平谷区	12345678
林三十一	男	38	律师	上海市松江区	01234567
周三十二	女	29	作家	杭州市临安区	90123456
吴三十三	男	41	科学家	北京市怀柔区	89012345
郑三十四	女	36	艺术家	上海市宝山区	78901234
冯三十五	男	28	企业家	广州市花都区	67890123
陈三十六	女	43	教师	深圳市龙华区	56789012
林三十七	男	34	医生	北京市密云区	45678901
周三十八	女	25	工程师	上海市奉贤区	34567890
吴三十九	男	48	记者	广州市南沙区	23456789
郑四十	女	39	程序员	深圳市光明区	12345678
冯四十一	男	30	会计师	北京市平谷区	01234567
陈四十二	女	44	律师	上海市松江区	90123456
林四十三	男	26	作家	杭州市桐庐县	89012345
周四十四	女	45	科学家	北京市延庆区	78901234
吴四十五	男	37	艺术家	上海市青浦区	67890123
郑四十六	女	29	企业家	广州市番禺区	56789012
冯四十七	男	40	教师	深圳市龙岗区	45678901
陈四十八	女	31	医生	北京市通州区	34567890
林四十九	男	22	工程师	上海市浦东新区	23456789
周五十	女	49	记者	广州市萝岗区	12345678
周五十一	男	40	程序员	深圳市南山区	01234567
吴五十二	女	32	会计师	北京市昌平区	90123456
郑五十三	男	23	律师	上海市虹口区	89012345
冯五十四	女	46	作家	杭州市西湖区	78901234
陈五十五	男	38	科学家	北京市大兴区	67890123
林五十六	女	29	艺术家	上海市嘉定区	56789012
周五十七	男	41	企业家	广州市增城区	45678901
周五十八	女	33	教师	深圳市龙岗区	34567890
吴五十九	男	24	医生	北京市丰台区	23456789
郑六十	女	47	工程师	上海市静安区	12345678
冯六十一	男	39	记者	广州市白云区	01234567
陈六十二	女	30	程序员	深圳市福田区	90123456
林六十三	男	21	会计师	北京市石景山区	89012345
周六十四	女	50	律师	上海市杨浦区	78901234
周六十五	男	41	作家	杭州市余杭区	67890123
吴六十六	女	32	科学家	北京市怀柔区	56789012
郑六十七	男	23	艺术家	上海市宝山区	45678901
冯六十八	女	48	企业家	广州市花都区	34567890
陈六十九	男	40	教师	深圳市龙岗区	23456789
林七十					



Exhibit B:
MPD Plans approved by Planning
Commission on August 23, 2017



3. Cheryl Meyer, an hourly service girl, gets a *Psychiatrist and Surgeon*, 604 (1961) from Cambridge Mass. *Psychiatrist*, an unpublished source, the laws of the State of Mass. is hereby void by authority of the state, I have made a study of the trial of law with her on 2/23/65, together with attorneys, therefore it is to be seen as *WEEKLY*, 1966, 20125-204 - *Psychiatrist* and *Surgeon* has been the most severely injured and incarcerated on the ground on which to see this.

[illegible]

NOTICE: A COPY OF THIS PRESENTED FORM _____, the undersigned party (or the person authorized to act on its behalf) is hereby certifying that the information contained herein is true and correct to the best of its knowledge and belief. The undersigned party (or the person authorized to act on its behalf) is hereby certifying that the information contained herein is true and correct to the best of its knowledge and belief. The undersigned party (or the person authorized to act on its behalf) is hereby certifying that the information contained herein is true and correct to the best of its knowledge and belief.

—

State of _____ at _____
County of _____

On this _____ day of _____, 19____, personally appeared _____, known to me to be the _____ of _____, and acknowledged to me that he/she is the author/creator of _____ (Title Number) of the above Owner's Declaration and Consents to future transfer and recording.

10. *Staphylococcus aureus* (Gram +) *Staphylococcus aureus* (Gram +)

_____ to this organization for
_____ of long-term
_____ and future

MCTT

This advertisement is subject to the Conditions of Approval to Rulebook 287.2-_____

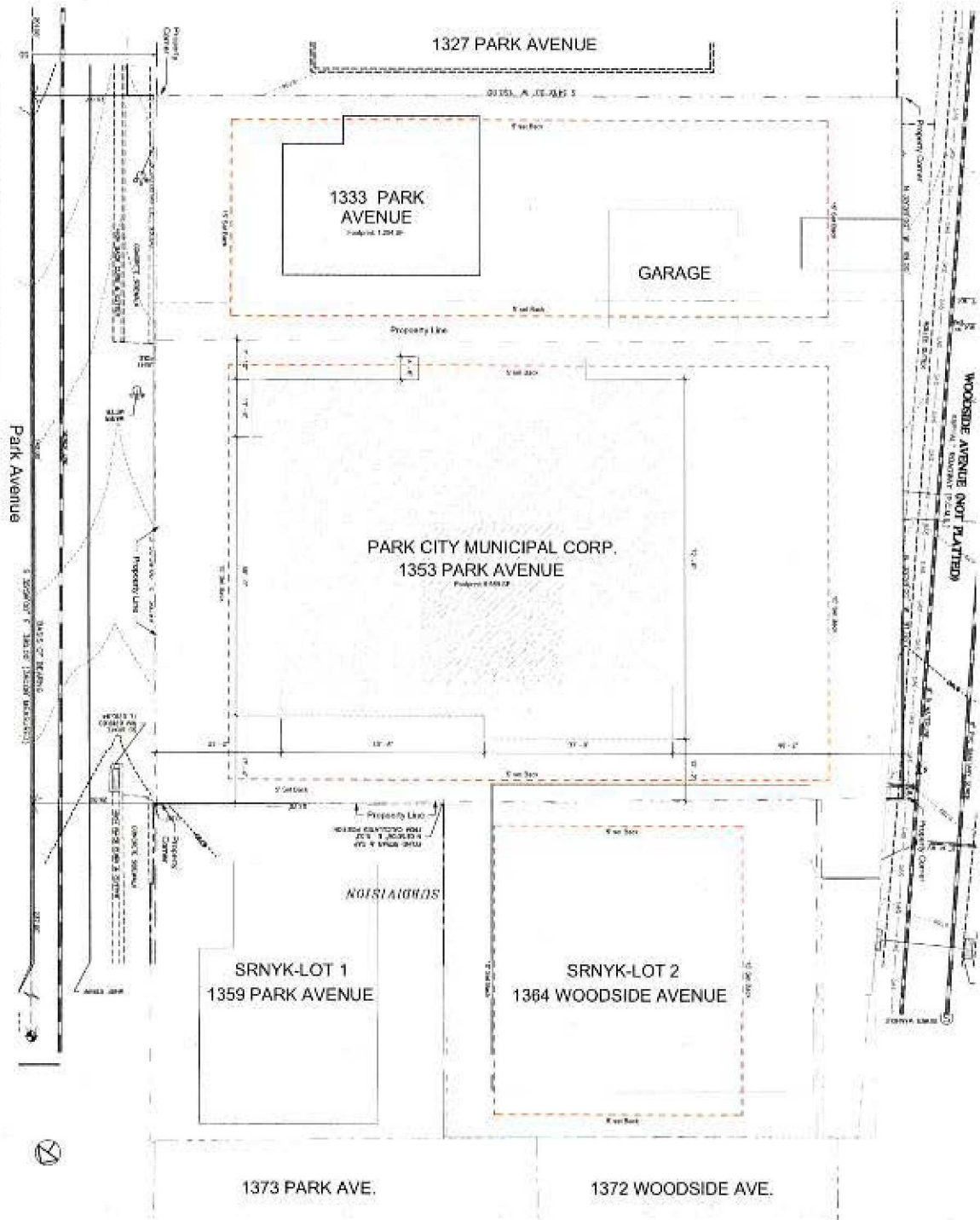
[illegible]

WOODSIDE PARK SUBDIVISION-PHASE I

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERRIAM
PARK CITY, SUMMIT COUNTY, UTAH

	INVENTORIAL BEEN MADE RECLAMATION DISTRICT REVIEW FOR COMPLIANCE RE SURVEYED AREA WITH ESTABLISHED DESIGN STANDARDS ON THIS _____ DATE OF _____ 2017 BY _____ ST. LOUIS MO.	PLANNING COMMISSION APPROVED BY THE PLAN CTY PLANNING COMMISSION ON THIS _____ DATE OF _____ 2017 BY _____ ST. LOUIS CITY MISSOURI	ENGINEER'S CERTIFICATE I FIND THIS PLAN TO BE IN ACCORDANCE WITH REQUIREMENTS ON "ILL IN MY OFFICE" FILE _____ DATE OF _____ 2017 BY _____ ST. LOUIS CITY MISSOURI	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DATE OF _____ 2017 BY _____ ST. LOUIS CITY MISSOURI	COUNCIL APPROVAL AND ACCEPTANCE APPROVED AND ACCEPTANCE BY THE PLAN CTY COUNCIL THIS _____ DATE OF _____ 2017 BY _____ ST. LOUIS MO.	CERTIFICATE OF ATTEST I CERTIFY THE SUBMISSION WAS MADE AND APPROVED BY THE PLAN CTY CLERK THIS _____ DAY OF _____ 2017 BY _____ ST. LOUIS CITY MISSOURI	RECORDED STATE OR LOCAL, COUNTY OR SCHOOL, AND FILE NO. _____ OF THE RECORDS OF _____ DATE _____ ENTRY NO. _____ REC'D _____
--	--	---	--	--	--	---	--

1 Existing 1353 Park Avenue Site Plan
SCALE: 1" = 10'-0"



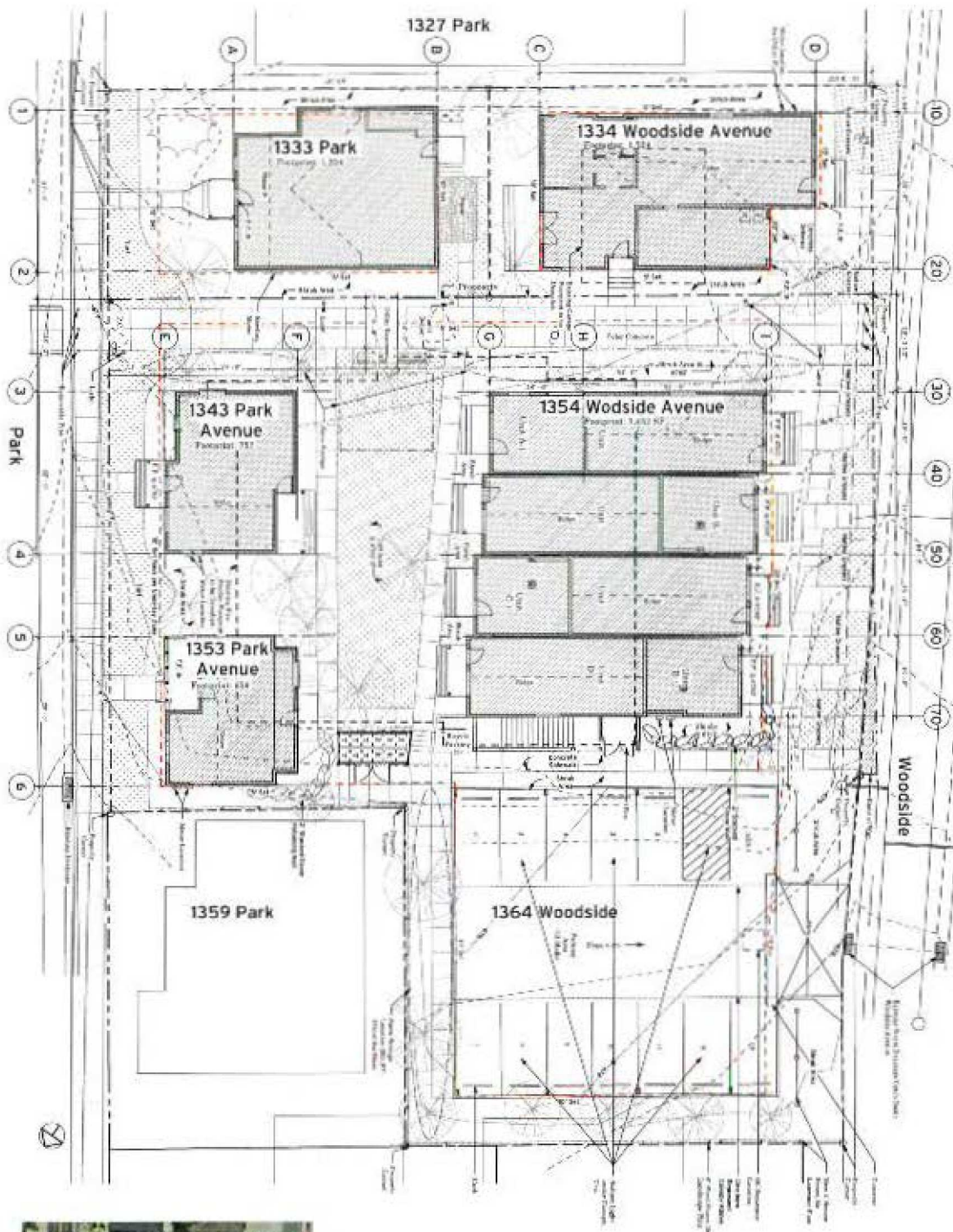
EXISTING SITE PLAN

MPD-003

January 25th, 2017 (Rev. 05/04/2017)

Woodside Park

1 Proposed Site Plan
SCALE: 1" = 10'-0"



2 Proposed Aerial Photo
SCALE: 1" = 40'-0"



Site Analysis

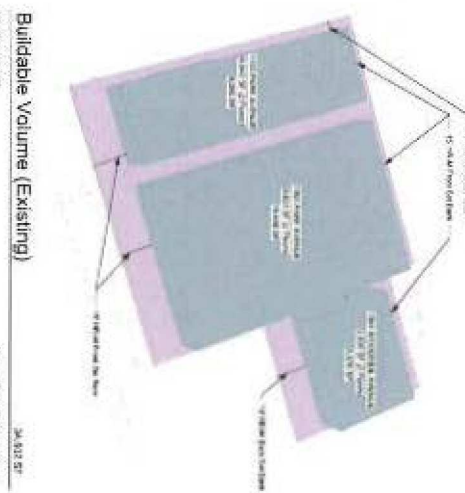
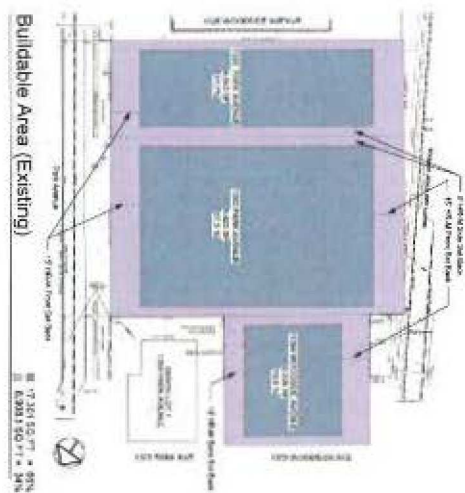
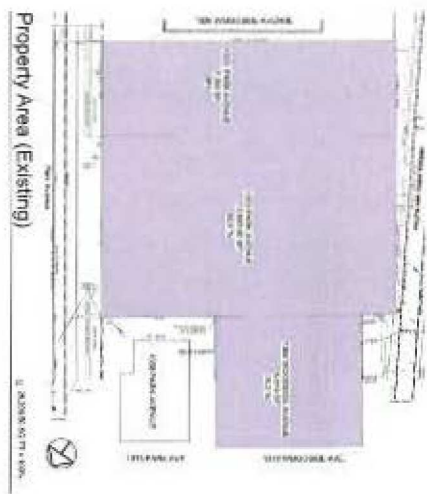
Item	Area	Percentage
Development	4,180	14.30%
Building Area	4,180	14.30%
Open Space	14,110	50.70%
Parking	1,110	3.90%
Other	1,110	3.90%
TOTAL	29,500	100.00%

Parking Analysis

Item	Parking Requirement
1333 Park Avenue	0
1343 Park Avenue	0
1353 Park Avenue	10
1334 Woodside Avenue	2
1354 Woodside Avenue	2
TOTAL REQUIREMENT	24
PROVIDED PARKING	24
TOTAL REQUIREMENT	24

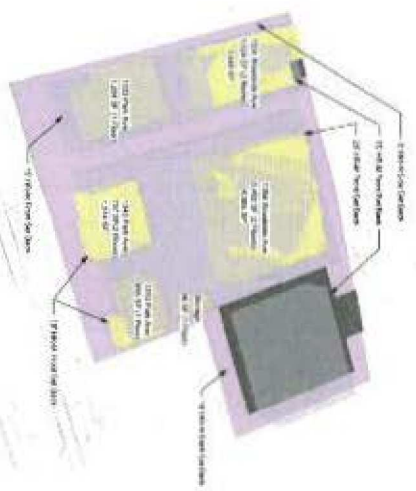
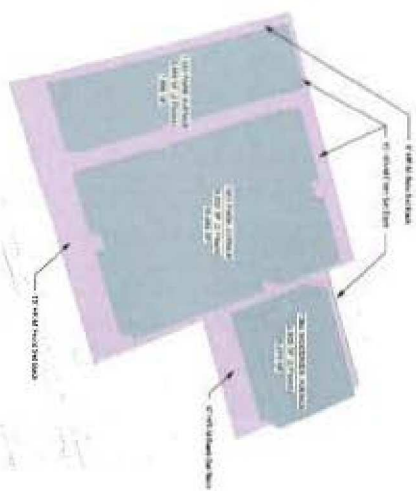
1 Proposed General Roof Plan
SCALE: 1" = 10'-0"





Legend

- Site Area
- Buildable Area
- Existing Building
- Proposed Building
- Proposed Open Space



[illegible]

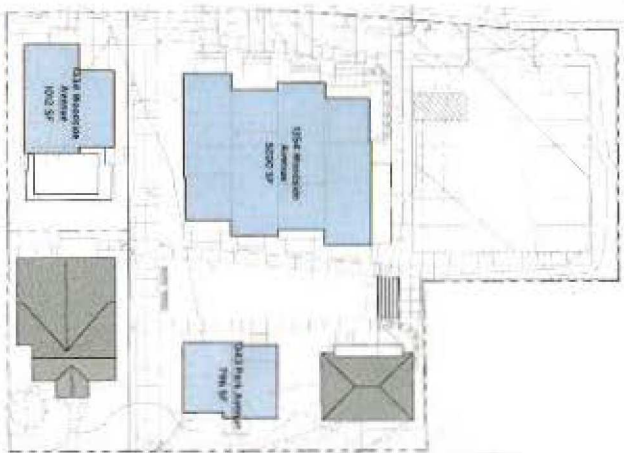
Year	Access	Perceptions
2000	7.287	10.207
2001	7.237	10.688
2002	8.202	12.047
2003	8.202	13.466

Year	Access	Perceptions
2000	7.287	10.207
2001	7.237	10.688
2002	8.202	12.047
2003	8.202	13.466

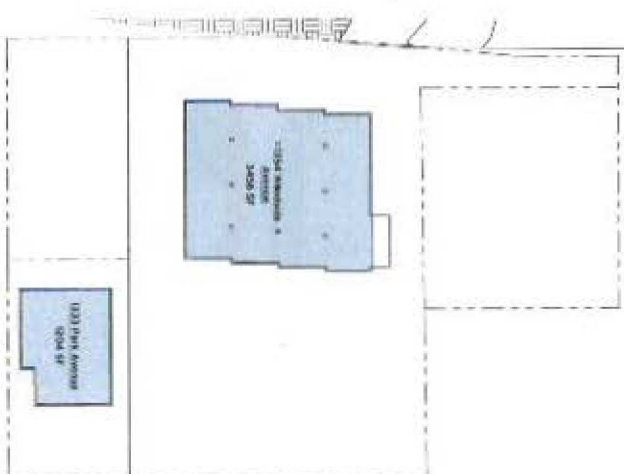
Material	Color	Shape	Size
Concrete	Grey	Rectangular	100mm x 100mm x 100mm
Steel	Blue	Cylindrical	50mm x 50mm x 50mm
Aluminum	White	Cylindrical	50mm x 50mm x 50mm
Carbon Fiber	Black	Cylindrical	50mm x 50mm x 50mm



1 Gross Main Level
SCALE: 1" = 20'-0"



2 Gross Second Level
SCALE: 1" = 20'-0"



3 Gross Storage Level
SCALE: 1" = 20'-0"

1
Net Floor Level
SCALE: 1" = 20'-0"



2 Net Second Level
SCAL: $1^+ + 2^+ - 0^+$

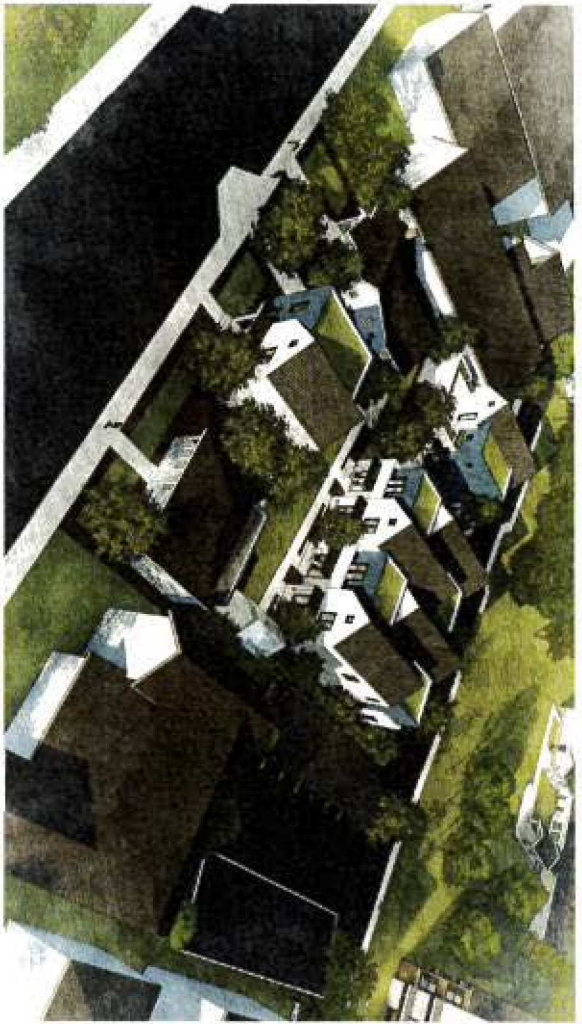


INTELLA CALCULATION = Intel / Printing

Age group	Age (yr)	Age (yr)	Age (yr)	Age (yr)	Age (yr)
10-14	10-14	10-14	10-14	10-14	10-14
15-19	15-19	15-19	15-19	15-19	15-19
20-24	20-24	20-24	20-24	20-24	20-24
25-29	25-29	25-29	25-29	25-29	25-29
30-34	30-34	30-34	30-34	30-34	30-34
35-39	35-39	35-39	35-39	35-39	35-39
40-44	40-44	40-44	40-44	40-44	40-44
45-49	45-49	45-49	45-49	45-49	45-49
50-54	50-54	50-54	50-54	50-54	50-54
55-59	55-59	55-59	55-59	55-59	55-59
60-64	60-64	60-64	60-64	60-64	60-64
65-69	65-69	65-69	65-69	65-69	65-69
70-74	70-74	70-74	70-74	70-74	70-74
75-79	75-79	75-79	75-79	75-79	75-79
80-84	80-84	80-84	80-84	80-84	80-84
85-89	85-89	85-89	85-89	85-89	85-89
90-94	90-94	90-94	90-94	90-94	90-94
95-99	95-99	95-99	95-99	95-99	95-99
100+	100+	100+	100+	100+	100+

Author Disclosure: Inducement

[illegible]



Aerial View 1 From Park Avenue



Aerial View 2 From Woodside Avenue



Courtyard View 1



Courtyard View 2



Park Avenue View



Woodside Avenue View

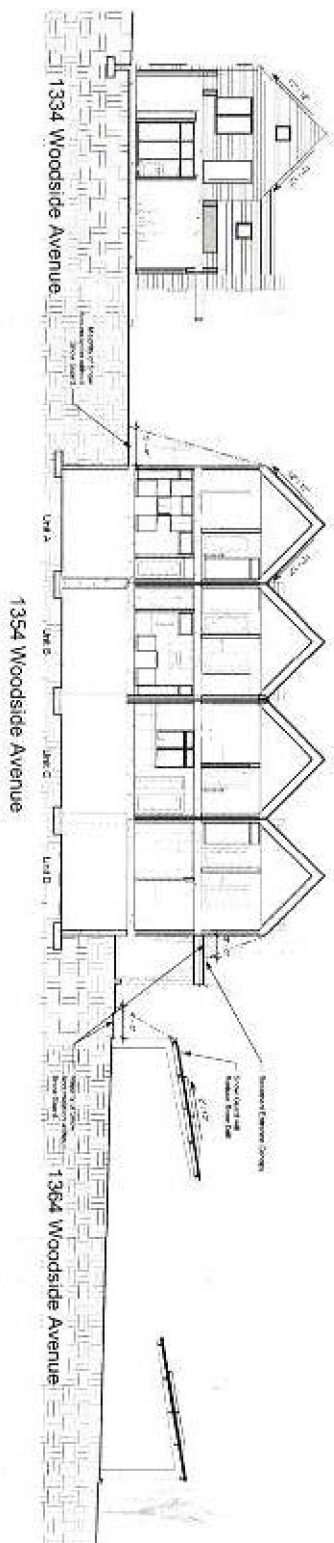


Woodside Avenue View

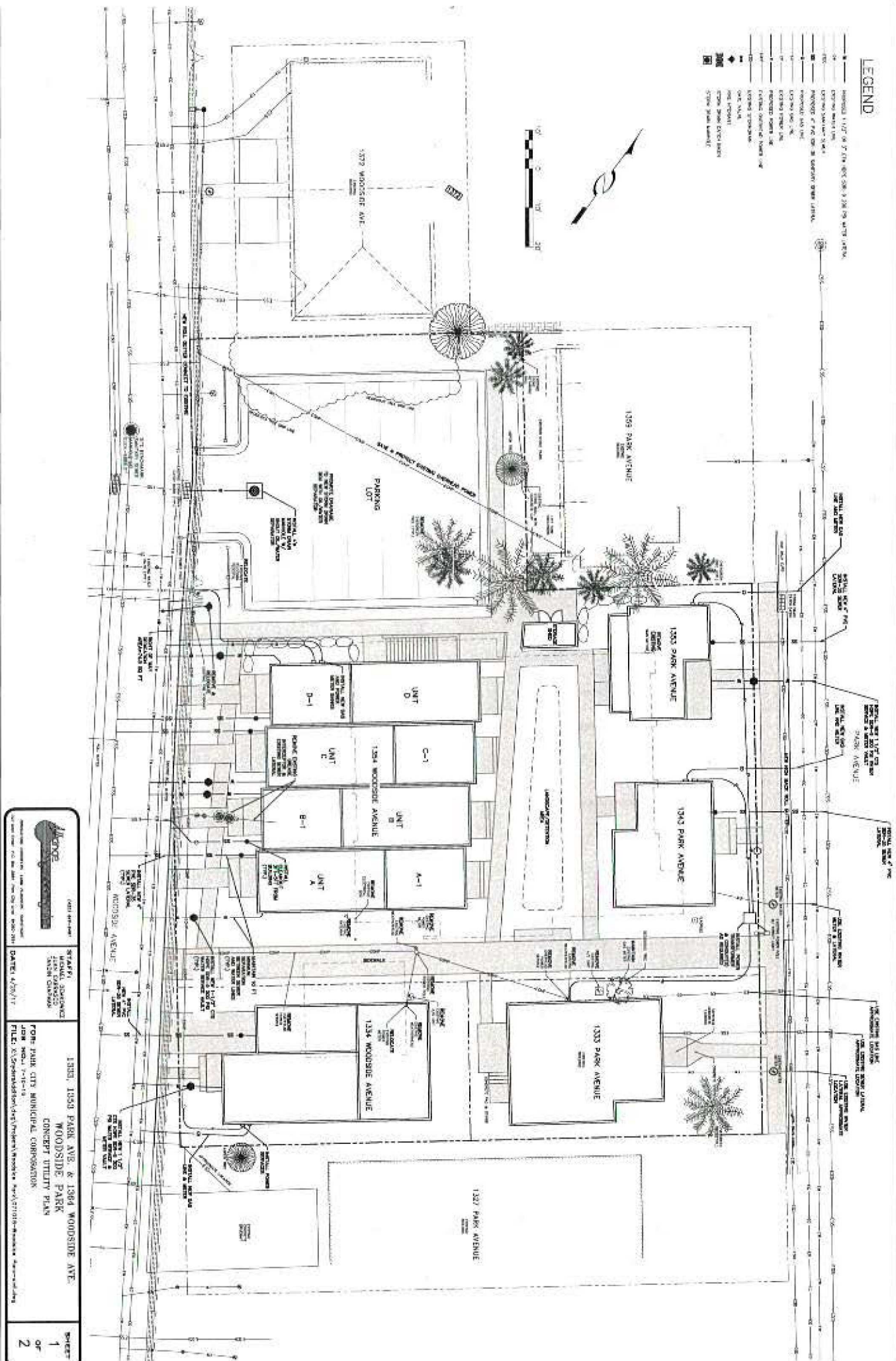


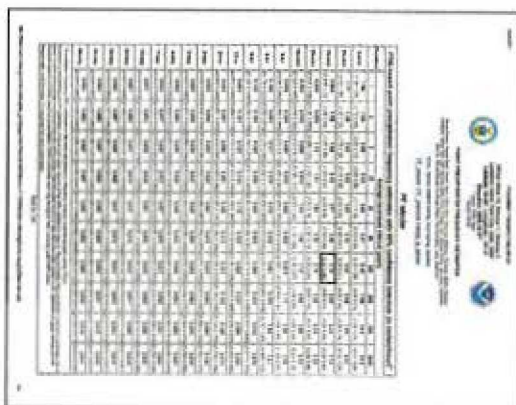
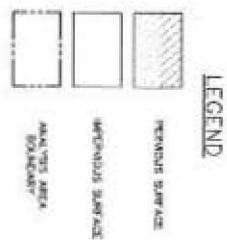
Woodside Avenue View

Woodside Park

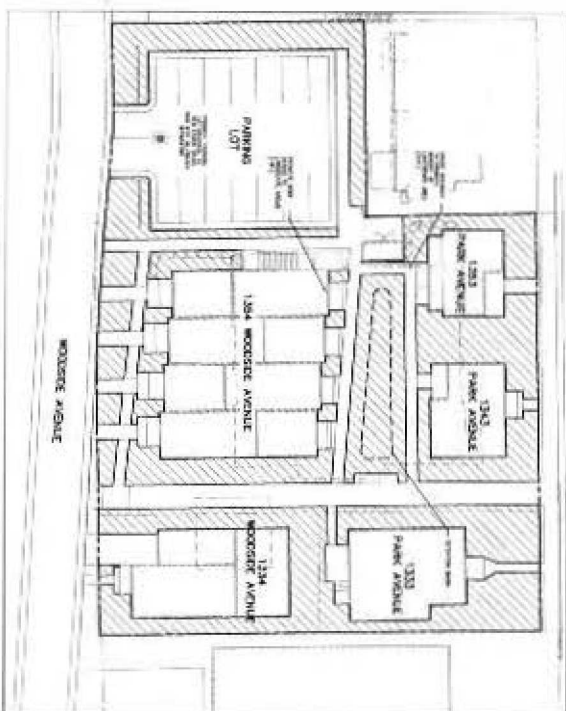


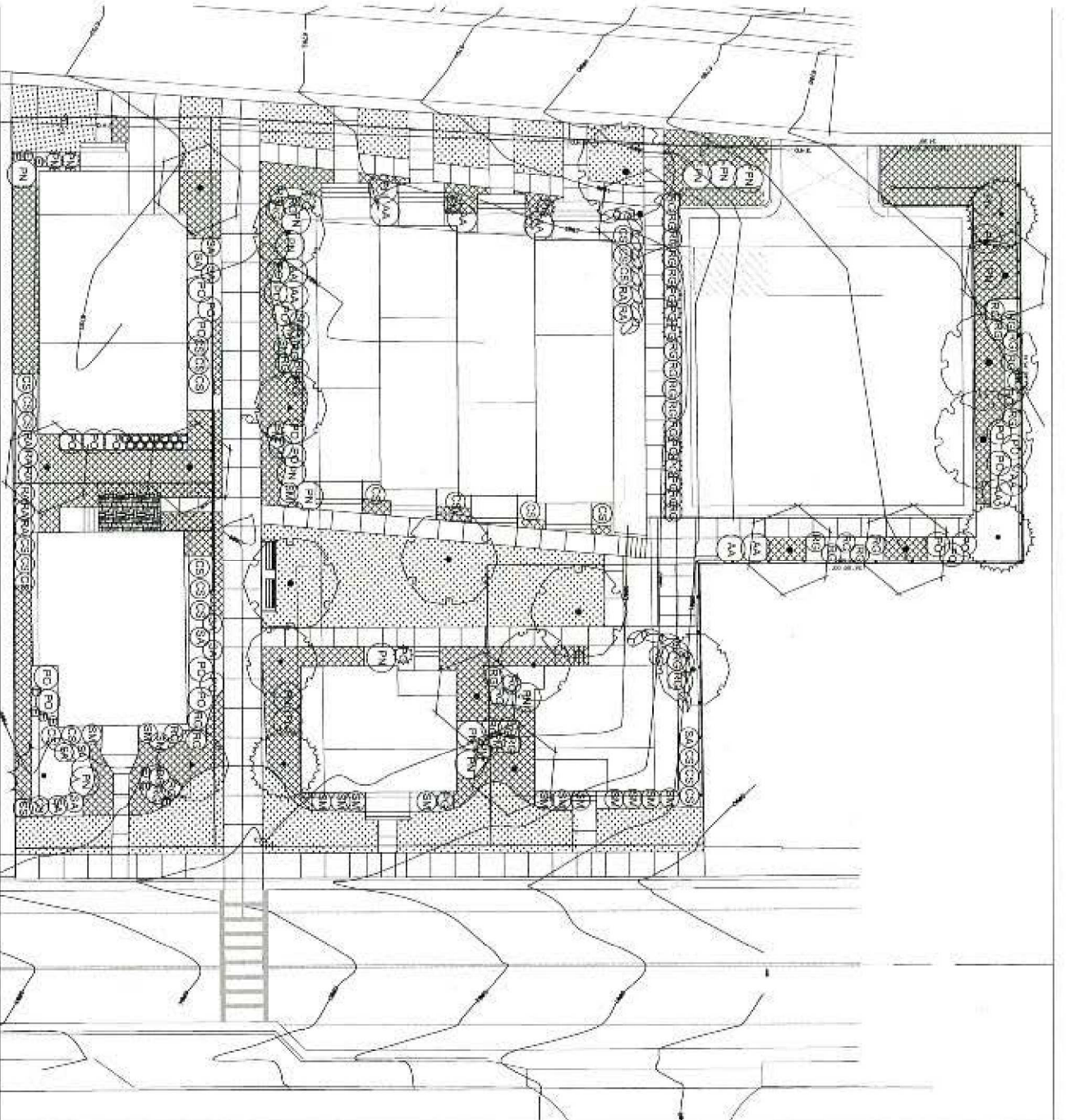
1 Section
SCALE: 1/8" = 1'-0"





POST-DEVELOPMENT





PLANT SCHEDULE

Full Name of Child: _____

© 2007 The Authors
Journal compilation © 2007 Blackwell Publishing Ltd

INTERNATIONAL TRADE - TRADE POLICY

bioRxiv preprint doi: <https://doi.org/10.1101/000000>; this version posted January 1, 2016. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

FOR EDITING OR TRANSLATING, CONTACT THE PUBLISHERS AT THE ADDRESS BELOW.

INTERNATIONAL JOURNAL OF THE HISTORY OF THE HUMAN SCIENCES

International Journal of Nursing & Health

ALL RIGHTS RESERVED. NO PART OF THIS PUBLICATION MAY BE REPRODUCED OR TRANSMITED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE PUBLISHER.

© 2003 Blackwell Publishing Ltd, *Journal of Internal Medicine* 253: 103–110

© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

For more information, contact the author at robert@robertmiller.com.

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 109–116

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

100

Copyright © 2003 by John Wiley & Sons, Inc.

PLANT AREA

PERENNIAL PLANT AREA

Call 1-800-424-2424

[illegible]© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 103–110

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 105–111

© 2007 Blackwell Publishing Ltd *Journal of Internal Medicine* 261: 103–110

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 103–110

THE UNIVERSITY OF CHICAGO

[illegible]

PHOTOGRAPHY: PETER ARNOLD / AGF

bioRxiv preprint doi: <https://doi.org/10.1101/2019.04.10.333041>; this version posted April 10, 2019. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

TABLE 1

Exhibit C:
MPD Action Letter from Planning
Commission Approval on August 23, 2017



August 25, 2017

Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84103

CC: Elliott Workgroup, Project Architects

NOTICE OF PLANNING COMMISSION ACTION

Description

Project Description: Woodside Park Master Planned Development
Project Number: PL-17-03454
Project Address: 1333 Park Avenue, 1353 Park Avenue, and 1364 Woodside Avenue
Date of Final Action: August 23, 2017

Action Taken

On August 23, 2017 the Planning Commission conducted a public hearing and approved the Woodside Park Master Planned Development (MPD) according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. The proposed site location consists of 1333 Park Avenue ("Significant" Single-Family Dwelling), 1353 Park Avenue (the former Park Avenue Fire Station parcel), and 1364 Woodside Avenue (vacant lot)
2. The site is known as the Woodside Park Affordable Housing Project Phase I.
3. Phase I of the Woodside Park Affordable Housing Project will consist of 10.68 Unit Equivalents to be located between Woodside Avenue and Park Avenue. The scope will include: Demolition of the former Park Avenue Fire Station; Four (4) Single-Family Dwellings; An eight-unit (8-unit) Multi-Unit Dwelling; A Thirteen-car (13-car) Parking Lot and An Access Easement running east-west.
4. During a Work Session on August 25, 2016, City Council provided the Lower Park Avenue Affordable Housing Project Team (Elliott Workgroup, Economic Development, Housing, Planning, and Community Development) with direction to pursue a preferred concept for affordable housing on the former Park Avenue Fire Station Parcel.
5. At the October 20th, 2016 meeting, City Council provided affirmative direction to pursue the preferred concept, as amended, and begin the Land Use process.

6. The Project Team met weekly to develop the required Land Use application submittals and conduct further LMC pre-reviews with Planning Department staff as required by the Land Management Code 15-6-4.
7. There are eight (8) applications total for the entire scope of Phase I.
8. On January 26, 2017 Elliot Workgroup submitted the MPD application as the representative for Park City Municipal Corporation. The application was deemed complete on March 2, 2017 after staff worked with the applicant on the requirements for the submittal.
9. The Planning Commission reviewed and continued this Master Planned Development application during a Work Session on July 12th, 2017. The Planning Commission held a public hearing and continued the Master Planned Development application on July 26th, 2017.
10. On June 28th, 2017, July 12th, 2016, August 9th, 2017 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on June 24th, 2017, July 8th, 2017, and August 5th, 2017 according to requirements of the Land Management Code.
11. At the July 12th, 2017 Work Session, the Planning Commission reviewed the entire scope of the project and discussed specific items with the applicant. The specific discussion items included, but were not limited to Snow storage, Area context on a neighborhood scale, Parking Requirements based on unit type, Solar panel glare, other examples of similar Affordable Housing projects, and Sound mitigation between units of the Multi-Unit Dwelling.
12. On March 1, 2017, the Historic Preservation Board (HPB) reviewed the Historic District Design Review (HDDR) application and approved the Material Deconstruction and Relocation of the "Significant" Single-Family Dwelling at 1323 Woodside Avenue to 1353 Park Avenue.
13. On March 1, 2017, the HPB reviewed the HDDR application and approved the Material Deconstruction of the "Significant" Single-Family Dwelling located at 1333 Park Avenue.
14. The remaining HDDR applications are under review by Planning Staff pending additional modifications and/or reviews by Planning Commission for the Conditional Use Permits.
15. The proposal complies with Land Management Code (LMC) § 15-6-5(A) Density as the proposed Density of the MPD does not exceed the maximum Density in the zone. The proposed MPD consists of 5.25 Residential Unit Equivalents.
16. Land Management Code (LMC) § 15-6-5(B) Building Footprint is not applicable as the site is not located in the HR-1 or HR-2 District. The proposed MPD is located in the HR-M Zoning District.
17. The proposal complies with Land Management Code (LMC) § 15-6-5(C) Setbacks as Per [LMC 15-6-5\(C\)\(2\)](#), for parcels less than one (1) acre in size and located inside the HRM, HR-1, HR-2, HR-L, HRC, and HCB, Districts, the minimum Setback around the exterior boundary of an MPD shall be determined by the Planning Commission in order to remain consistent with the contextual streetscape of adjacent Structures.
18. The Woodside Park Affordable Housing Phase I MPD area is less than one (1) acre in size in the HRM Zoning District, therefore, the setbacks shall be determined by the Planning Commission.

19. The two (2) Single-Family Dwellings located on Lot 1 abutting Park Avenue (1343 Park Avenue and 1353 Park Avenue) shall have an 10 foot rather than the Zone required 15 foot Front Yard Setback which is consistent with many of the existing single-family dwellings on Park Avenue (including the neighboring "Significant" Single-Family Dwelling located at 1359 Park Avenue).
20. The two (2) Single-Family Dwellings (1343 Park Avenue and 1353 Park Avenue) will comply with all other applicable Setbacks, will comply with the minimum Uniform Building Code and Fire Code requirements, does not increase project Density, maintains the general character of the surrounding neighborhood in terms of mass, scale and spacing between houses, and meets open space criteria set forth in Section 15-6-5(D). No additional density is achieved by the decreased setback and all other requirements will still be met.
21. Parking Space 13 of the Parking Lot abutting Woodside Avenue on Lot 1 shall have a minimum Front Yard setback of 12 foot 8 inches. The remainder of the Parking Lot will comply with all applicable Setbacks. Parking Space 13 encroaches into the Front Yard Setback by a maximum of approximately 2 feet 4 inches. The Parking Lot is compatible with the streetscape and is appropriately screened. The Carport Structure will comply with all applicable HRM Zone required Setbacks.
22. The Front Yard setback of 12 feet 8 inches for Parking Space will not result in greater project density and will be properly buffered/visually mitigated through vegetative and fenced screening that is compatible with the Design Guidelines for Historic Districts and Historic Sites.
23. The Setback for Parking Space 13 will result in an additional Parking Space for the project, which the project team is contemplating potential uses as electric car charging station, car-share, and other uses that are compatible with goals set forth in the General Plan (ex. Goal 5 - Environmental Mitigation objectives and implementation strategies). Parking Space 13 will allow for one (1) additional car to park off-street rather than on the street.
24. The proposal complies with Land Management Code (LMC) § 15-6-5(D) Open Space because the proposed MPD is considered a redevelopment of existing Development; therefore, the Planning Commission shall reduce the required open space to 30% in exchange for project enhancements. The proposed MPD area is a total of 26,940 square feet. The applicant is proposing 52.41% Open Space which equates to 14,119 square feet.
25. The total required Parking Spaces of the entire project is 13.5 (14 when rounded to the next whole number) Parking Spaces. The total number of Parking Spaces provided by the project is 15 Parking Spaces.
26. The proposed MPD is providing one (1) additional Parking Space in excess of what is required by the Land Management Code.
27. The two (2) Historic Single-Family Dwellings located on Park Avenue (1333 Park Avenue and 1353 Park Avenue) do not have a Parking Requirement per LMC 15-2.4-6 Existing Historic Structures; therefore, no parking is provided for these structures.
28. The non-Historic Single-Family Dwelling located at 1334 Woodside Avenue has a single-car garage and driveway providing the required two (2) parking spaces on its own site.
29. The Multi-Family Dwelling (1354 Woodside Avenue) and non-historic Single-Family Dwelling (1343 Park Avenue) combine for a total of 11.5 Parking Spaces required

which will be provided in the 13-car Parking Lot.

30. One (1) of the Parking Spaces is ADA compliant for van accessibility in accordance with the ADA requirements.
31. Per LMC 15-3-9 Bicycle Parking Requirements, the Multi-Unit Dwelling must provide at least three (3) bicycle Parking Spaces or ten percent (10%) of the required off-Street Parking Spaces, whichever is greater, for the temporary storage of bicycles. The applicant is proposing to provide five (5) Bicycle Parking Spaces.
32. The proposal complies with Land Management Code (LMC) § 15-6-5(F) Building Height because the proposed MPD complies with the Building Height requirements for the HRM Zoning District. No Height exception is requested.
33. The proposal complies with Land Management Code (LMC) § 15-6-5(G) Site Planning because; the units are sited in such a way that is compatible with other residential structures in the Historic District, specifically respecting the Historic rhythm and scale of the streetscape on both Woodside Avenue and Park Avenue; Due to the relatively flat topography, very little retaining will be necessary. All retaining walls on site are no higher than 4 feet in total height. All retaining walls will be stacked stone consistent with those found in the Historic District; Roads, utility lines, and Buildings are designed to work with the Existing Grade. Cuts and fills are minimized; The project scope includes an Access Easement running east-west which will link the City Park and Park Avenue bus stops to Woodside Avenue; ample snow storage areas are provided in accordance with the requirements of the LMC for the Access Easement, internal sidewalks, and Parking Lot; An enclosed trash and recycling structure has been provided on site which included a total of 12 cans (6 Recycling and 6 Trash).
34. The proposal complies with Land Management Code (LMC) § 15-6-5(H) Landscape and Street Scape because there is no existing significant vegetation. There is a landscape buffer for the Parking Lot and landscaping throughout the remainder of the project that is consistent with that found in the Historic District, including, but not limited to, natural turf, native grasses, deciduous trees, shrubs, and other alpine perennials.
35. Land Management Code (LMC) § 15-6-5(I) Sensitive Lands Compliance is not applicable as the site is not located within the Sensitive Lands Overlay District.
36. Land Management Code (LMC) § 15-6-5(J) Employee/Affordable Housing is not applicable as Eleven (11) of the twelve (12) proposed units are designated as Affordable Housing.
37. Land Management Code (LMC) § 15-6-5(K) Child Care is not applicable as the scale of this project is minor and much less than the allowed Zone Density. The Park City Library has Child Care which is located within walking distance and there is significant open space within the vicinity and on the proposed project site (City Park, Library Park, etc.).
38. Land Management Code (LMC) § 15-6-5(L) Mine Hazards is not applicable as there are no known Physical Mine Hazards on the property.
39. Land Management Code (LMC) § 15-6-5(M) Historic Mine Waste Mitigation is not applicable as there are no known Physical Mine Hazards on the property. The site is within the Soils Ordinance Boundary and the site will have to meet the Soils Ordinance which is standard for all Development and is Condition of Approval #5 of the Plat Amendment.
40. The proposal complies with Land Management Code (LMC) § 15-6-5(N) General

Plan Review as the proposed MPD fulfills the following Goals 3, 5, 7, 8, 15 of the General Plan and the applicable Objectives and/or Implantation Strategies of each as further described in the Analysis section of this report.

41. The proposal complies with Land Management Code (LMC) § 15-6-5(O) Historic Sites as the applicant submitted a Historic Preservation Plan and Physical Conditions Report for the Historic Single Family Dwellings located at 1333 Park Avenue and 1353 Park Avenue. 1333 Park Avenue will be rehabilitated and 1353 Park Avenue will be relocated from 1323 Woodside Avenue and reconstructed at the new site. As a part of the Plat Amendment application, Condition of Approval #4 requires that both structures (1333 Park Avenue and 1353 Park Avenue) shall have Façade Preservation Easements placed on them prior to sale to a new property owner. Both structures are already listed as "Significant" on Park City's Historic Sites Inventory.
42. The property is located in a FEMA Flood Zone A.

Conclusions of Law:

- A. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
- B. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein;
- C. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
- D. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
- E. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
- F. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
- G. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
- H. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
- I. The MPD, as conditioned, meets the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;
- J. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and
- K. The MPD has been noticed and public hearing held in accordance with this Code.
- L. The MPD, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application.
- M. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
- N. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.

- O. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

Conditions of Approval:

1. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding lighting, trash/recycling enclosures, mechanical equipment, etc.
2. A conditional use permit is required for the Multi-Unit Dwelling and Parking Area of five (5) or more spaces prior to issuance of a building permit.
3. A development agreement as described in LMC Section 15-6-4(G) shall be ratified by the Planning Commission within 6 months of this approval and prior to issuance of a building permit for the project.
4. All vehicle access to the site shall be off of Woodside Avenue.
5. Parking Space Allocation within the Parking Area shall be established as a part of the CC&Rs.
6. That the basic infrastructure for electronic charges to be installed in the parking lot and for e-chargers to be installed at a later date.
7. An e-bike location should be located somewhere on the site.

If you have any questions or concerns regarding this letter, please do not hesitate to call me at (435)615-5059 or contact me by email at hannah.tyler@parkcity.org.

Sincerely,



Hannah M. Tyler
Project Planner

Exhibit D:
Legal Description of subject property located at
the Woodside Park Subdivision-Phase I

**Legal Description of subject property located at the
Woodside Park Subdivision-Phase I**

The land referred to in the Commitment is described as follows: Summit County, Utah

Parcel 1:

All of Lot 1, Woodside Park Subdivision-Phase I, recorded January 4, 2018, as Entry No. 1084351 in the Office of the Recorder, Summit County, Utah.

Less and excepting the following described parcel:

Beginning at a point that is South 35°59'00" East 170.99 feet and South 54°01'00" West 82.70 feet from a brass cap monument at the intersection of 14th Street and Park Avenue, said point being the northernmost corner of Lot 1, Woodside Park Subdivision-Phase I, recorded January 4, 2018, as Entry No. 1084351 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the boundary of said Lot 1 South 35°59'00" East 66.56 feet; thence South 53°28'00" West 75.00 feet; thence North 35°59'00" West 67.28 feet to a point on the northerly boundary of said Lot 1; thence coincident with Lot 1 North 54°01'00" East 75.00 feet to the point of beginning.

ALSO

All of Lots 2 & 3, Woodside Park Subdivision-Phase I, recorded January 4, 2018, as Entry No. 1084351 in the Office of the Recorder, Summit County, Utah.

Parcel 2:

Beginning at a point that is South 35°59'00" East 170.99 feet and South 54°01'00" West 82.70 feet from a brass cap monument at the intersection of 14th Street and Park Avenue, said point being the northernmost corner of Lot 1, Woodside Park Subdivision-Phase I, recorded January 4, 2018, as Entry No. 1084351 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the boundary of said Lot 1 South 35°59'00" East 66.56 feet; thence South 53°28'00" West 75.00 feet; thence North 35°59'00" West 67.28 feet to a point on the northerly boundary of said Lot 1; thence coincident with Lot 1 North 54°01'00" East 75.00 feet to the point of beginning.

Summit County Tax Serial Numbers: WSPS-1, WSPS-2 and WSPS-3

Exhibit E:
Historic Structures Report

1333 Park Avenue

Historic Preservation Package

1333 Park Avenue
Park City, UT 84060

November 1st, 2016

PROJECT CONTACT INFORMATION

OWNER	ARCHITECT
Park City Historical Foundation 1333 Park Avenue Park City, UT 84060 Phone: 435.266.1100	elliott workgroup 1333 Park Avenue Park City, UT 84060 Phone: 435.266.1100

PLANNING	STRUCTURAL ENGINEER
----------	---------------------

INTERIOR DESIGN	LANDSCAPE ARCHITECTURE
-----------------	------------------------

SERVICE CONTACTS

High Mountain Survey 271 South Main St. Box 2000 Salt Lake City, UT 84143 Phone: 801.524.1010	Century 21 Prime Company 4100 Ardenway Dr. Park City, UT 84060 Phone: 435.649.5600
PAA City (Boulder District) 1333 Park Avenue Park City, UT 84060 Phone: 435.649.5600	PAA City (Fire Department) 1333 Park Avenue Park City, UT 84060 Phone: 435.649.5600
PAA City (Boulder District) 1333 Park Avenue Park City, UT 84060 Phone: 435.649.5600	PAA City (Fire Department) 1333 Park Avenue Park City, UT 84060 Phone: 435.649.5600
PAA City (Boulder District) 1333 Park Avenue Park City, UT 84060 Phone: 435.649.5600	PAA City (Fire Department) 1333 Park Avenue Park City, UT 84060 Phone: 435.649.5600

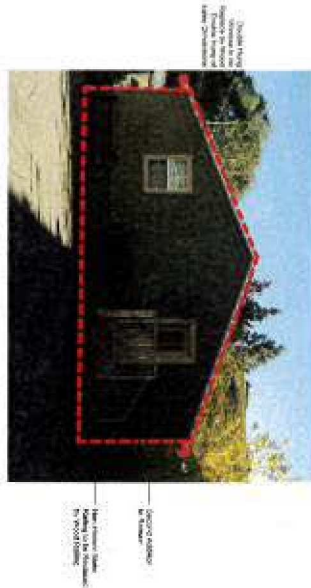
Drawing Index HPP

APP	DATE
SC-1000	10/10/16
SC-1001	10/10/16
SC-1002	10/10/16

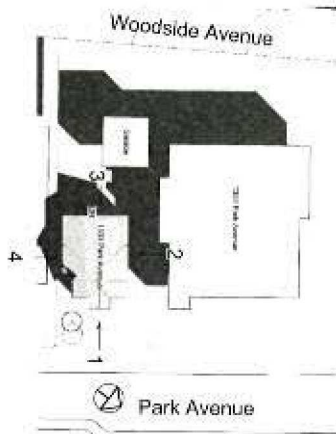




2 North Elevation



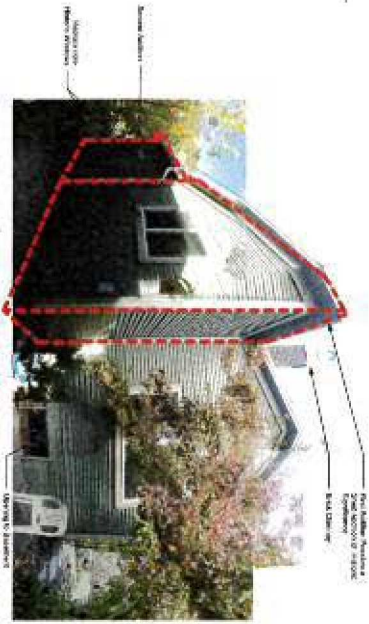
3 West Elevation



1333 Park Avenue



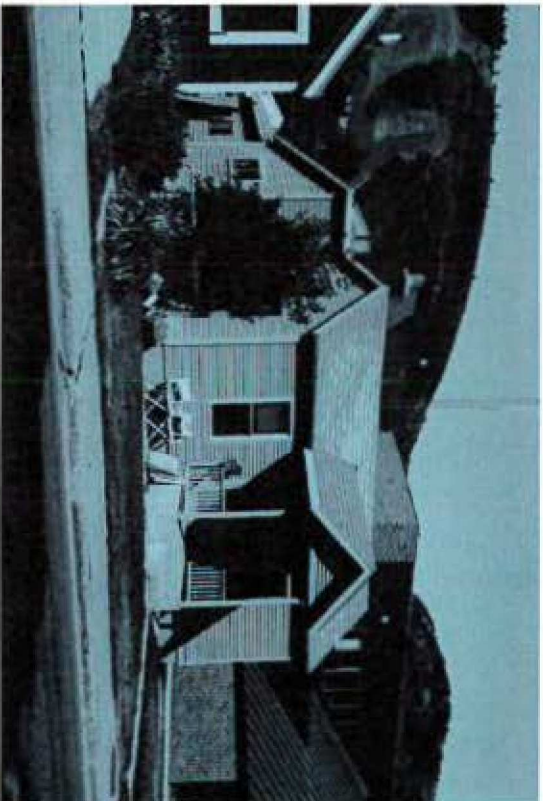
1 East Elevation



5 South Elevation



Sanborn Fire Insurance Map From 1907



1995 Picture

1353 Park Avenue

Historic Preservation Package

1353 Park Avenue
(old 1323 Woodside Ave)
Park City, Utah
November 1st, 2016

PROJECT CONTACT INFORMATION

Owner: Park City Historic Corporation
445 Walker Avenue #10200 Park City, UT 84060

Architect: EWC Architects
440 Main Street, PMB 300, Salt Lake City, UT 84102
CONTACT: Craig Ewald

DRAWING INDEX

Historic Preservation Drawings

HPP-001 Cover Sheet
HPP-002 History, Preservation Permit Documentation
HPP-003 Building Survey
HPP-004 Detailed Historical Description
HPP-005 Detailed Preservation Plan
HPP-006 Detailed Historical Description

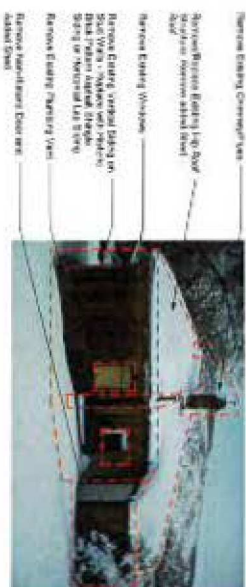


GENERAL NOTES

1. Work to be done shall conform to the requirements of the National Historic Preservation Act, as amended, and the National Historic Preservation Act, as amended, and the National Historic Preservation Act, as amended.
2. Work to be done shall conform to the requirements of the National Historic Preservation Act, as amended, and the National Historic Preservation Act, as amended, and the National Historic Preservation Act, as amended.
3. Work to be done shall conform to the requirements of the National Historic Preservation Act, as amended, and the National Historic Preservation Act, as amended, and the National Historic Preservation Act, as amended.



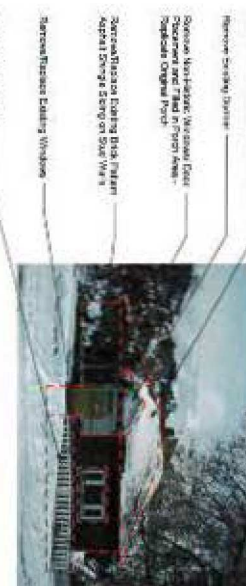
5 Existing Looking North
SCALE: 1" = 20'-0"



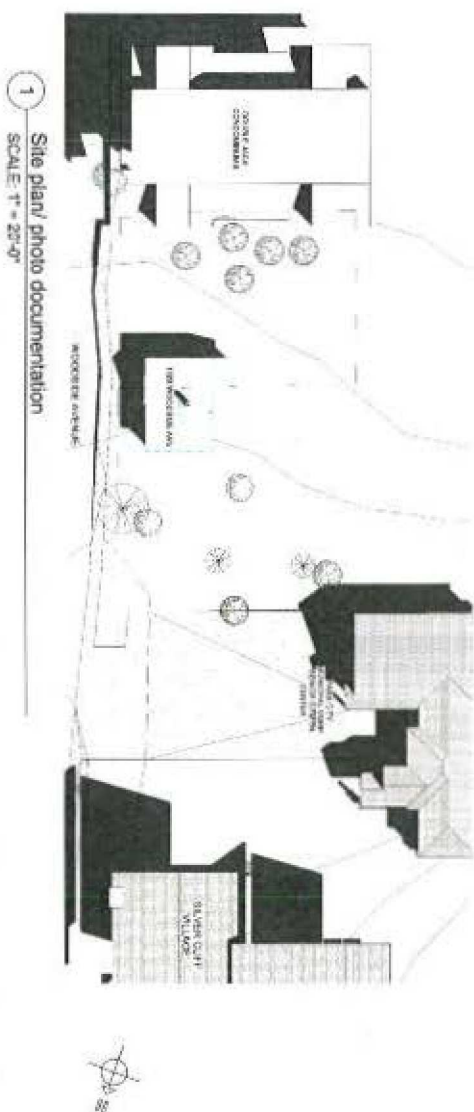
4 Existing Looking East
SCALE: 1" = 20'-0"



3 Existing Looking South
SCALE: 1" = 20'-0"



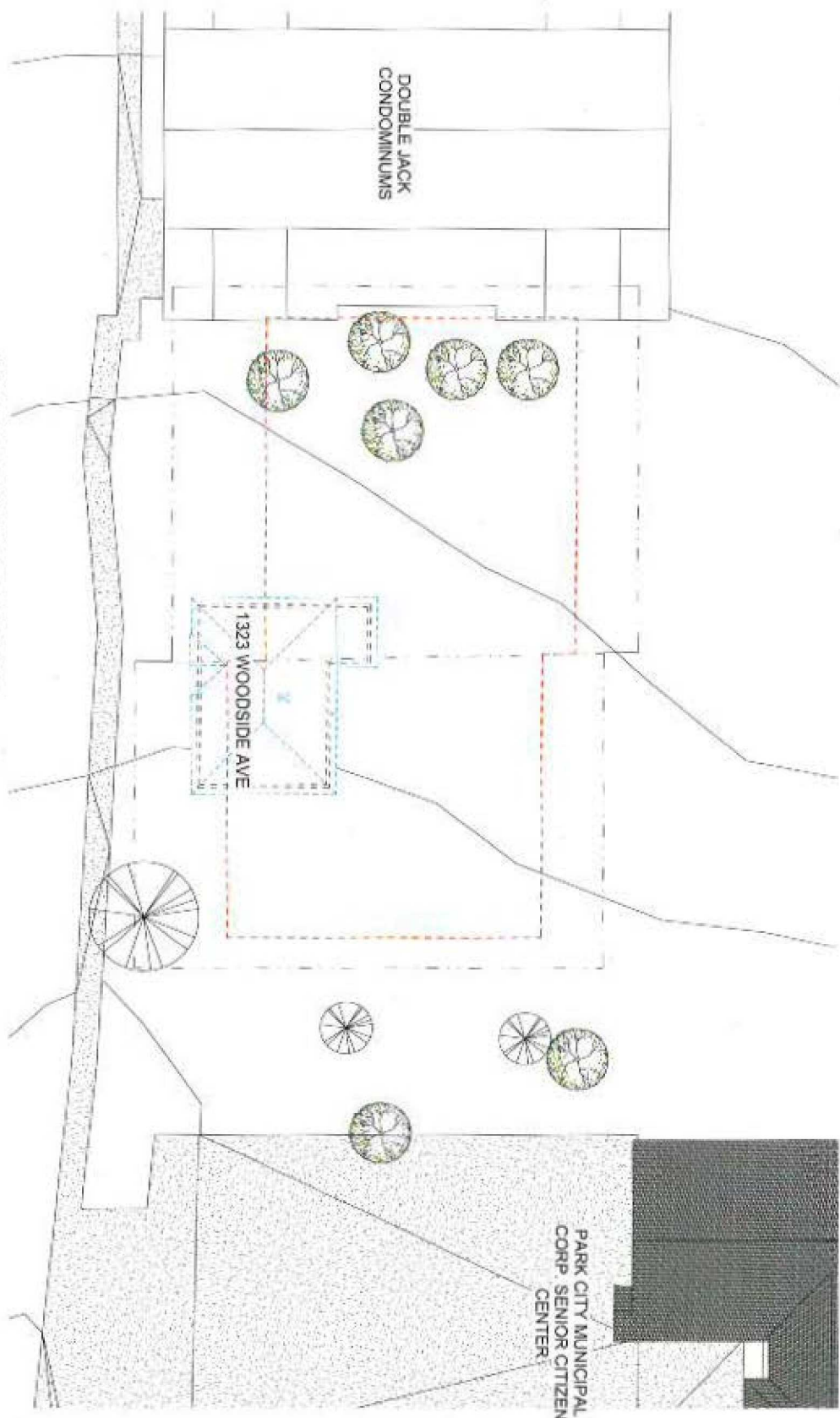
2 Existing Looking West
SCALE: 1" = 20'-0"



1 Site plan/ photo documentation
SCALE: 1" = 20'-0"

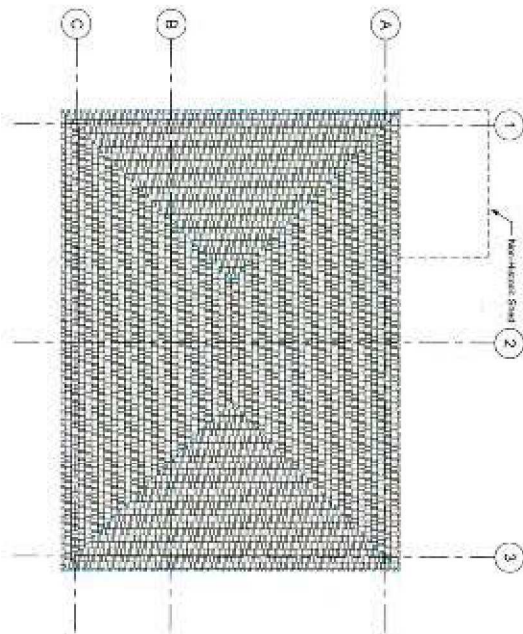
GENERAL NOTES

1. New 4500L 4500mm x 1500mm to be removed by Contractor & replaced at property according to the Manufacturer's specifications.
2. Area to be removed shown (10/10/00).
3. User to be responsible for the City's approval. Changes with respect to the City's approval. Later Date as approved by Planning Division.

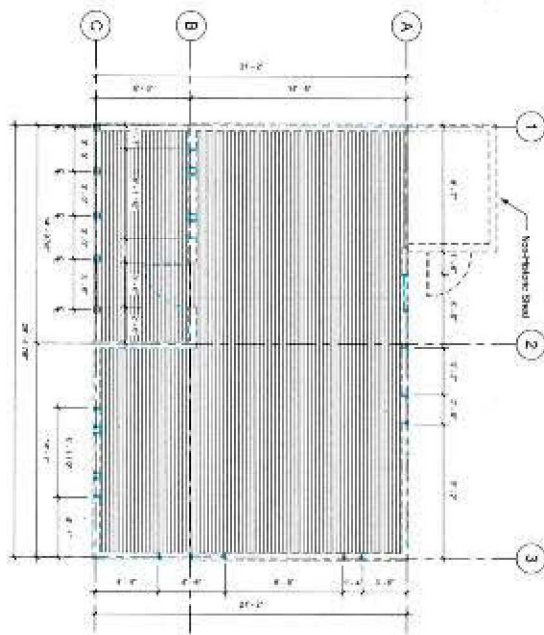


PROPOSED DEMO/PRESERVATION SITE PLAN

1
SCALE: 1/8" = 1'-0"



2 Roof Plan
SCALE: 1/4" = 1'-0"



1 Level 1 Floor Plan
SCALE: 1/4" = 1'-0"

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-23, an Ordinance Approving the Marsac Parking Structure
Subdivision Plat - Second Amended, Located at 460 Swede Alley, Park City Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Marsac Swede Parking Structure Staff Report and Ordinance](#)

[Park Structure Exhibits](#)

City Council Staff Report

Subject: Marsac Parking Structure Subdivision Plat - Second Amended
Author: Hannah M. Tyler, AICP, Senior Planner
Project Number: PL-19-04124
Date: April 18, 2019
Type of Item: Legislative – Condominium Plat

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Marsac Parking Structure Subdivision Plat - Second Amended located at 460 Swede Alley and consider approving the proposed plat amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Executive Summary/Proposal

The City received an application for the Marsac Parking Structure Subdivision Plat - Second Amended which will amend the three-lot subdivision. Lot 1 contains the Marsac City Hall. Lot 2 contains the parking structure, radio station (KPCW), and the liquor store space. Lot 3 contains a plaza. The proposed KPCW expansion will expand into Lot 3 so the applicant is requesting to subdivide Lot 3 into two (2) lots 3A and 3B.

On March 27, 2019, the Planning Commission reviewed the proposed Plat Amendment and forwarded a unanimous positive recommendation to City Council.

Description

Applicant: Community Wireless of Park City, Inc. a nonprofit Utah corporation (Represented by Marshall King, Alliance Engineering)
Location: 460 Swede Alley
Zoning District: Public Use Transition (PUT) Zoning District
Adjacent Land Uses: Commercial, Parking Area, and Municipal Uses
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Disclosure: Park City Municipal Corporation is a property owner within the Marsac Parking Structure Subdivision.

Background

The Marsac Parking Structure Subdivision plat was approved by City Council on March 24, 2005 ([Staff Report, Page 76](#) and [Minutes, Page 8](#)) and recorded at Summit County in November of 2005. The Subdivision plat combined multiple City-owned metes and bounds parcels.

In 2008, City Council approved the Marsac Parking Structure Subdivision Amended Plat which created three (3) lots from one (1) lot of record ([Staff Report, Page 19](#) and [Minutes, Page 5](#)) and was recorded on November 25, 2008.

The Planning Commission reviewed the proposed Plat Amendment on March 27, 2019 ([Staff Report](#) and [Exhibits](#)) and forwarded a unanimous positive recommendation. The Plat Amendment was complete on February 1, 2019.

See the March 27, 2019 Planning Commission Conditional Use Permit Modification [Staff Report \(Page 2\)](#) for complete Background information.

Purpose

The purpose of the Public Use Transition (PUT) Zoning District can be found [here](#).

Analysis

As described in the Conditional Use Permit Modification [Staff Report](#), KPCW is proposing to expand their unit (Unit 200) within the Marsac-Swede Condominiums and Marsac Parking Structure Subdivision Amended Plat located at 460 Swede Alley. The current building was approved through the Conditional Use Permit (CUP) process in April of 2007 as the “Park City Municipal Corporation China Bridge Shell CUP.” The building was approved as a shell for three (3) spaces containing retail and public/quasi-public uses, and a 915 SF “Expandable Office” space totaling 4,535 SF. The proposed KPCW expansion will fulfill the postponed phase (un-built “Expandable Office” / “retail shell space”). The proposed KPCW expansion is consistent with the approved 2007 CUP and 2007 CUP Modification.

The proposed expansion includes a 1,311 square foot expansion (as measured by the proposed Marsac-Swede Condominium Plat First Amended). The expansion will occur to the north and west sides of the structure on the second level only. The expansion will cantilever above the sidewalk area creating a covered walkway leading into the State Liquor Store in Unit 100.

The proposed Plat Amendment amends the existing three-lot subdivision to accommodate the expansion of Unit 200 of the Marsac-Swede Condominiums. The PUT Zoning District has no minimum setbacks except where structures abut residential zoning districts. As proposed, the lots, existing facilities, and proposed expansion comply with the requirements of the PUT Zoning District, except in areas where City Hall and existing China Bridge parking structure exist as legal non-complying structures because they do not meet required building setbacks abutting the HR-1 district along Marsac Avenue. This condition existed at the time of the Marsac Parking Structure Subdivision Plat (2005) and Marsac Parking Structure Subdivision Amended Plat (2008) and the buildings exist as non-complying structures.

The KPCW expansion complies with applicable LMC requirements of the PUT Zoning District. In addition, the KPCW expansion is being reviewed for compliance with the Land Management Code through the Conditional Use Permit Modification process (in this meeting packet).

The lot arrangement, proposed expansion, square footage, lot dimensions, access, easements, utilities, parking, and street frontage are consistent with the Land Management Code. As is detailed in the Conditional Use Permit Modification Staff Report (in this meeting packet), the proposed expansion complies with the Parking Ratio Requirements outlined in LMC 15-3. The 2019 CUP Modification Parking Ratio Requirement calculation is based on the known uses of the building, expandable area, tenant improvements, and leasable floor area. In total, the Parking Ratio Requirement has not increased based on the proposed expansion and updated square footage calculations. Therefore, staff finds that no additional Parking Ratio Requirement is required beyond what was satisfied as a part of the 2007 CUP approval.

Good Cause

Staff finds good cause for this Plat Amendment as the proposal allows for the expansion of the Unit 200 (KPCW). There are no known adverse impacts to the public as a result of the proposed Plat Amendment.

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 been reviewed by Planning, Engineering, Legal, and Executive.

Notice

On March 13, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on March 9, 2019 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Marsac Parking Structure Subdivision Plat - Second Amended located at 460 Swede Alley as conditioned or amended; or
- The City Council may deny the Marsac Parking Structure Subdivision Plat - Second Amended located at 460 Swede Alley and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Marsac Parking Structure Subdivision Plat - Second Amended located at 460 Swede Alley to a future date.

Significant Impacts

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

Consequences of not taking recommended action

Consequences of not taking the recommendation are that the Site would remain as is.

Summary Recommendation

Staff recommends the City Council hold a public hearing for the Marsac Parking Structure Subdivision Plat - Second Amended located at 460 Swede Alley and consider approving the proposed plat amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)

Exhibit B – Survey

Exhibit D – Marsac Parking Structure Subdivision Plat – First Amended

Exhibit E – Aerial Photographs with 500' Radius

Exhibit F – Site Photographs

Exhibit G – March 27, 2019 Planning Commission [Staff Report](#) and [Exhibits](#)

Ordinance No. 2019-23

AN ORDINANCE APPROVING THE MARSAC PARKING STRUCTURE SUBDIVISION PLAT - SECOND AMENDED LOCATED AT 460 SWEDE ALLEY, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 460 Swede Alley petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, On March 13, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on March 9, 2019, proper legal notice was sent to all affected property owners and published in the Park Record and on the Utah Public Notice Website; and

WHEREAS, the Planning Commission held a public hearing on March 27, 2019, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on March 27, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 18, 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 Marsac Parking Structure Subdivision Plat - Second Amended located at 460 Swede Alley, Park City.

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

SECTION 1. APPROVAL. The Marsac Parking Structure Subdivision Plat - Second Amended located at 460 Swede Alley, 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 proposed site is located at 460 Swede Alley within the Marsac Parking Structure Subdivision Plat and Marsac-Swede Condominiums.
2. The property is located within the Public Use Transition (PUT) Zoning District.
3. KPCW is proposing to expand their unit (Unit 200) within the Marsac-Swede Condominiums located at 460 Swede Alley.
4. The current building was approved through the Conditional Use Permit process in April of 2007 as the "Park City Municipal Corporation China Bridge Shell." The

- building was approved as a shell for three (3) spaces containing retail and public/quasi-public uses, and a 915 SF “Expandable Office” space totaling 4,535 SF.
5. The applicant has submitted a Conditional Use Permit Modification for the proposed KPCW expansion which will fulfill the postponed phase (un-built “Expandable Office” / “retail shell space”).
 6. The proposed KPCW expansion is consistent with the approved 2007 CUP and 2007 CUP Modification.
 7. The proposed expansion includes a 1,311 square foot expansion (as measured by the proposed Marsac-Swede Condominium Plat First Amended). The expansion will occur to the north and west sides of the structure on the second level only. The expansion will cantilever above the sidewalk area creating a covered walkway leading into the State Liquor Store in Unit 100.
 8. The proposed Marsac-Swede Condominiums First Amended memorializes the expansion of Unit 200 (KPCW) of the existing Marsac-Swede Condominiums.
 9. The KPCW expansion complies with applicable LMC requirements of the PUT Zoning District.
 10. The Marsac Parking Structure Subdivision plat was approved by City Council on March 24, 2005 ([Staff Report, Page 76](#) and [Minutes, Page 8](#)) and recorded at Summit County in November of 2005. The Subdivision plat combined multiple City-owned metes and bounds parcels.
 11. In 2008, City Council approved the Marsac Parking Structure Subdivision Amended Plat which created three (3) from one (1) lot of record ([Staff Report, Page 19](#) and [Minutes, Page 5](#)) and was recorded on November 25, 2008.
 12. The proposed Marsac Parking Structure Subdivision Second Amended Plat amends the existing three-lot subdivision
 13. The Planning Commission reviewed the proposed Plat Amendment on March 27, 2019 ([Staff Report](#) and [Exhibits](#)) and forwarded a unanimous positive recommendation.
 14. The Planning Commission reviewed the proposed Condominium Plat Amendment on March 27, 2019 ([Staff Report](#) and [Exhibits](#)) and forwarded a unanimous positive recommendation.
 15. The Planning Commission approved the proposed Conditional Use Permit Modification on March 27, 2019 ([Staff Report](#) and [Exhibits](#)).
 16. The PUT Zoning District has no minimum setbacks except where structures abut residential zoning districts.
 17. As proposed, the lots, existing facilities, and proposed expansion comply with the requirements of the PUT Zoning District, except in areas where City Hall and existing China Bridge parking structure exist as legal non-complying structures because they do not meet required building setbacks abutting the HR-1 district along Marsac Avenue. This condition existed at the time of the Marsac Parking Structure Subdivision Plat (2005) and Marsac Parking Structure Subdivision Amended Plat (2008) and the buildings exist as non-complying structures.
 18. The KPCW expansion complies with applicable LMC requirements of the PUT Zoning District. In addition, the KPCW expansion is being reviewed for compliance with the Land Management Code through the Conditional Use Permit Modification process (in this meeting packet).

19. The lot arrangement, proposed expansion, square footage, lot dimensions, access, easements, utilities, parking, and street frontage are consistent with the Land Management Code.
20. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding plat amendments.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. 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.
4. There is good cause for this Plat Amendment.

Conditions of Approval:

1. The 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 year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A note shall be added to the plat prior to recordation stating that all conditions of approval of the Conditional Use Permits shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 18th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

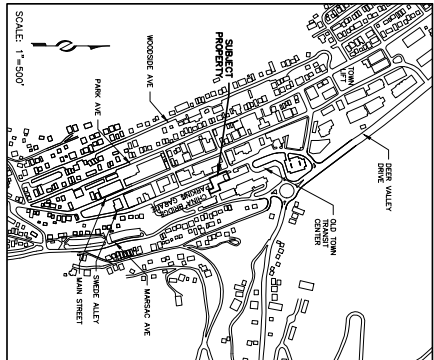
Attachment 1 – Proposed Plat

THIS DOCUMENT IS LIMITED TO THE
SUBJECT PROPERTY AND THE
SUBJECT MATTER ONLY. IT IS NOT
TO BE USED FOR ANY OTHER
PURPOSE.

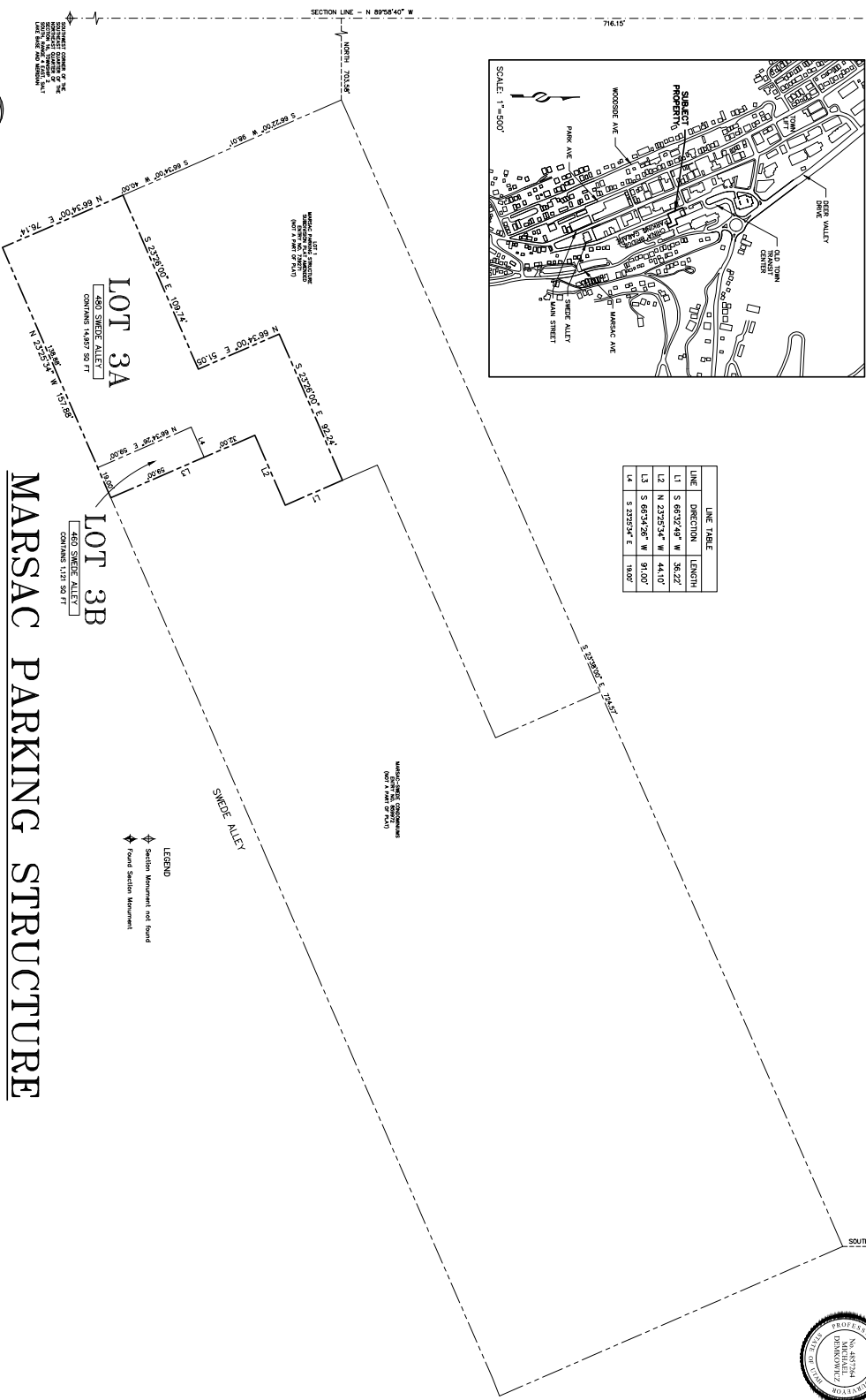
BASE OF RECORD - SECTION LINE - N 00°04'12" W 2029.86' (RECORD N 000357' W)

DATE OF RECORD - 06/11/18
BY - [Signature]

VICINITY MAP



LINE	DIRECTION	LENGTH
L1	S 60°32'48" W	36.22'
L2	N 23°25'34" W	44.10'
L3	S 60°34'26" W	91.00'
L4	S 23°25'34" E	18.00'



MARSAC PARKING STRUCTURE SUBDIVISION PLAT-SECOND AMENDED

LYING WITHIN A PORTION OF BLOCK 71 AND 72 OF THE
MILLSITE RESERVATION TO THE PARK CITY SURVEY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2019
BY S.A.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2019
BY CHAIR

ENGINEER'S CERTIFICATE
FIND THIS PLAT TO BE IN
ACCORDANCE WITH THE
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 RECORD OF SURVEY
WAS FILED BY THE PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2019
BY PARK CITY RECORDER



SURVEYOR'S CERTIFICATE

I, Michael L. [Name], do hereby certify that I am a Professional Land
Surveyor of Utah, and I have carefully examined the plat of the
Marsac Parking Structure Subdivision Plat-Second Amended, and
the same is in accordance with the laws of the State of Utah, and
I have not observed any error or mistake in the same, and I have
correctly surveyed and monumented the ground as shown on this plat.

LEGAL DESCRIPTION

LOT 3, MARSAC PARKING STRUCTURE SUBDIVISION PLAT-SECOND AMENDED, according to
the plat of the Marsac Parking Structure Subdivision Plat-Second Amended, is
situated in the Southeast Quarter of Section 16, Township 2 South, Range 4 East,
Salt Lake Base and Meridian, Park City, Summit County, Utah.

CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Water Reclamation Agency,
a Utah corporation, has caused the undersigned Henry H. [Name], its duly
authorized officer, to execute and deliver this plat of the Marsac Parking
Structure Subdivision Plat-Second Amended, and to cause the same to be
recorded in the public records of the County of Summit, State of Utah, for the
purpose and intent herein expressed, and that he signed the above Consent to Record
hereby given voluntarily.

ACKNOWLEDGMENT

State of Utah)
County of Summit)
I, [Name], do hereby acknowledge that I am the duly authorized officer of the
Park City Water Reclamation Agency, and I have caused the above plat to be
executed and delivered, and to be recorded in the public records of the County of
Summit, State of Utah, for the purpose and intent herein expressed, and that I
signed the above Consent to Record hereby given voluntarily.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Water Reclamation Agency,
a Utah corporation, has caused the undersigned Henry H. [Name], its duly
authorized officer, to execute and deliver this plat of the Marsac Parking
Structure Subdivision Plat-Second Amended, and to cause the same to be
recorded in the public records of the County of Summit, State of Utah, for the
purpose and intent herein expressed, and that he signed the above Consent to
Record hereby given voluntarily.

ACKNOWLEDGMENT

State of Utah)
County of Summit)
I, [Name], do hereby acknowledge that I am the duly authorized officer of the
Park City Water Reclamation Agency, and I have caused the above plat to be
executed and delivered, and to be recorded in the public records of the County of
Summit, State of Utah, for the purpose and intent herein expressed, and that I
signed the above Consent to Record hereby given voluntarily.

On this _____ day of _____, 2019, the undersigned Henry H. [Name], duly
authorized officer of the Park City Water Reclamation Agency, has caused the
above plat to be executed and delivered, and to be recorded in the public records
of the County of Summit, State of Utah, for the purpose and intent herein
expressed, and that he signed the above Consent to Record hereby given
voluntarily.

Witness my hand and seal of office this _____ day of _____, 2019.
My commission expires _____.

- NOTES
1. This plat amendment is subject to the Conditions of Approval in Ordinance 2019-____.
 2. Future development of Lot 3A will require the owner to provide access to a public right-of-way.
 3. All Conditions of Approval of Marsac Parking Structure Subdivision Plat-Second Amended, recorded November
23, 2006, on Entry No. 00947 and continue to apply and remain in full force and effect.

Exhibit B – Proposed Project Intent

MARSAC PARKING STRUCTURE SUBDIVISION PLAT AMENDED
460 SWEDE ALLEY
January 29, 2019

PROJECT INTENT

The Marsac Parking Structure Subdivision Plat Amended, recorded November 25, 2008, as Entry No. 859947, is a 3-lot subdivision. The subdivision consists of Park City Hall on Lot 1, a parking structure, a radio station and a space currently occupied by a liquor store on Lot 2 (Lot 2 is now known as Marsac-Swede Condominiums, recorded November 25, 2008, as Entry No. 859972), and a plaza on Lot 3. The radio station proposes to expand their space into a portion of Lot 3. It is proposed that Lot 3 be subdivided into two lots, A and B. Lot B would then become a portion of the Marsac-Swede Condominiums, Unit 200.

Exhibit C – Existing Conditions Survey

**Exhibit D - Marsac Parking Structure
Subdivision Plat - First Amended**

At Lot 1, Masco Parking Structure Subdivision Plat on file and of record in the Office of the Sumner County Recorder, recordation number 7330271, Subdivision being located in the southeast quarter of Section 18, Township 2 South, Range 4 East, S&T Lake Base & Meridian, Sumner County, also located in the Amended Plat of Park City on the file and of record in the Office of the Sumner County Recorder, more particularly described as follows:

[illegible]

On May 14, 2003, I was informed that by the time of the next meeting, the City of Mendocino, through the Mendocino County Board of Supervisors, would be considering the proposed acquisition of the Mendocino County Sheriff's Office. I was not present at the meeting, but I was informed that the Board of Supervisors had voted to acquire the Sheriff's Office. I was not present at the meeting, but I was informed that the Board of Supervisors had voted to acquire the Sheriff's Office. I was not present at the meeting, but I was informed that the Board of Supervisors had voted to acquire the Sheriff's Office.

STATE OF UTAH
COUNTY of Summit
I, Deborah, of the County of Summit State of Utah, do hereby certify that Alison C. Egan is the duly qualified and authorized agent of the Port City Municipal Corporation to enter into and execute the foregoing instrument and that she is duly qualified and authorized to execute the same.
WITNESS MY HAND AND SEAL OF OFFICE this 21 day of December, 2008.
ATTEST:
COUNTY CLERK
Port City, Utah
BY Alison C. Egan
COUNTY CLERK

[illegible]

STATE OF UTAH
County of Summit
Presently appeared before me, the _____ day of _____, 2008, the following:
Donna Williams, who after being duly sworn, acknowledged to me that she is the Chairperson of The
_____ and that she is the _____ of the _____
on behalf of said corporation and that said corporation executed this instrument.

WITNESSES MY HAND AND SEAL OF OFFICE this _____ day of _____, 2008.
Notary Public for the State of Utah
My Comm. Expires: 07-13-2010
Sharon Clausen

1. SUGGESTION: A WARRANTY OF PART CITY UTAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, LICENSE NO. 10728. I FURTHER CERTIFY HAVE RECORDED A SURVEY ON THE HEREIN DESCRIBED PROPERTY AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

May 2, 2008
 RECEIVED & INDEXED
 PROFESSIONAL LAND SURVEY
 MAY 10 2008
 DATE: October 29, 2008
 OFFICE: E. WOLBACH

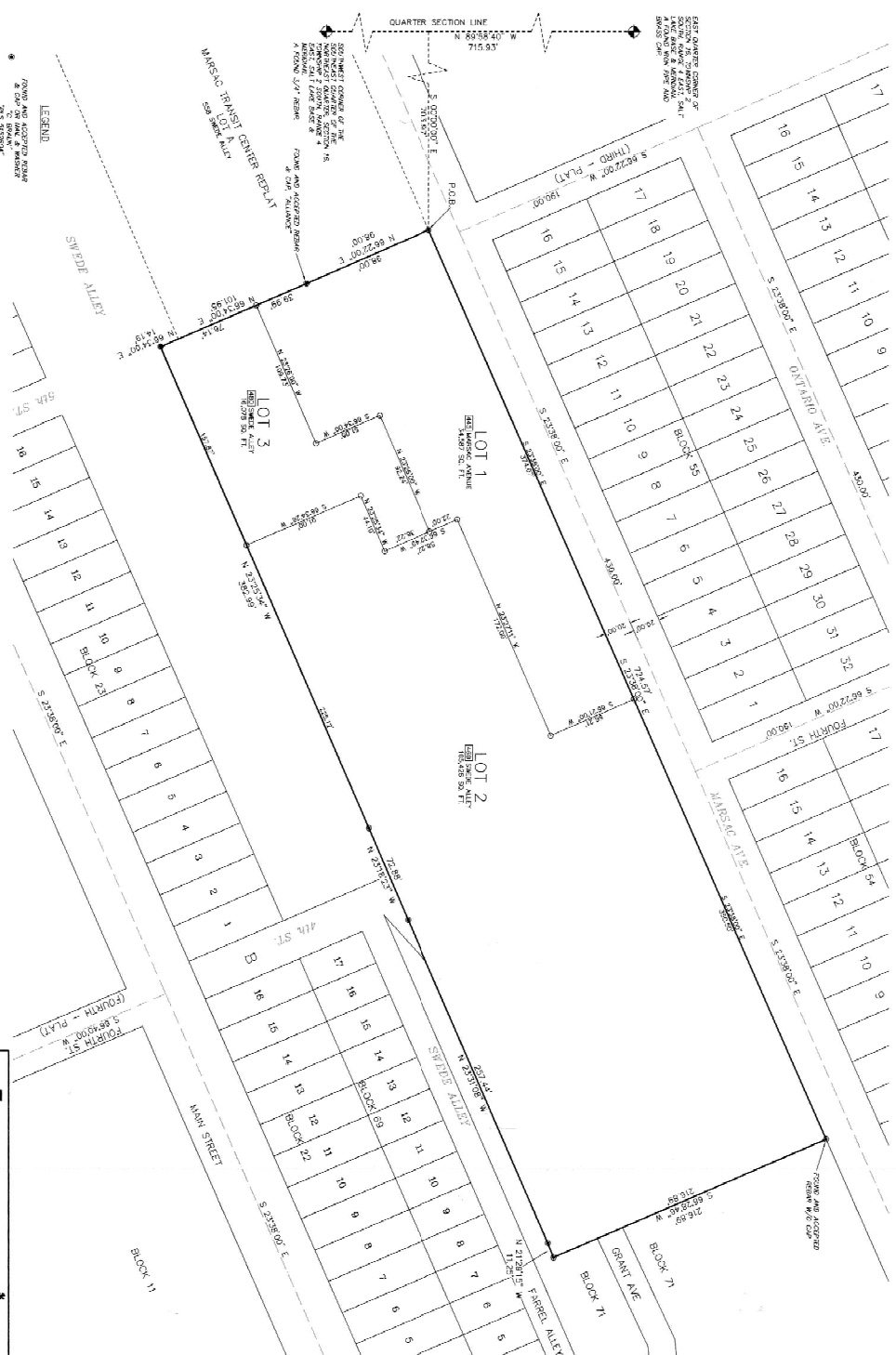
PARK CITY PLANNING COMMISSION
ADOPTED AND APPROVED BY THE

APPROVED AND ACCEPTED BY THE
PLANNING COMMISSION ON THIS
DAY OF AUGUST 13, 2008 A.D.
Jackie Thomas
Mayor of the County

MAP WAS APPROVED BY CLARK CITY
COUNCIL THIS 28 DAY
OF AUGUST 2008 A.D.
Paul K. Smith
Mayor of the County

MARSAC PARKING STRUCTURE SUBDIVISION PLAT AMENDED

LYING WITHIN A PORTION OF BLOCK 71 AND 72 OF THE
MILLSITE RESERVATION TO THE PARK CITY SURVEY
PARK CITY, SUMMIT COUNTY, UTAH



360

SET BACK FROM
N.E. CORNER
TERRACE DR.
75.5' 0.00"

NOTES:
1. FUTURE DEVELOPMENT OF LOT 3 WILL REQUIRE THE OWNER TO PROVIDE ACCESS TO A PUBLIC ROW
2. AN ACCESS EASEMENT THROUGH CHINA BRIDGE PARKING STRUCTURE TO THE SMALL SPACE BALCONIES
NAN ACCESS ON LEVEL 2 SHALL EXIST.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
 RECLAMATION DISTRICT STANDARDS ON THIS 30th
 DAY OF Oct., 2008 A.D.
 BY B.R.C.
 S.B.W.R.D.

ENGINEERS CERTIFICATE
I FIND THIS PLAN TO BE IN
CONFORMANCE WITH INFORMATION OF
FILE IN MY OFFICE THIS 1st
DAY OF October 2008 A.D.
BY _____
BARK CITY ENGINEER

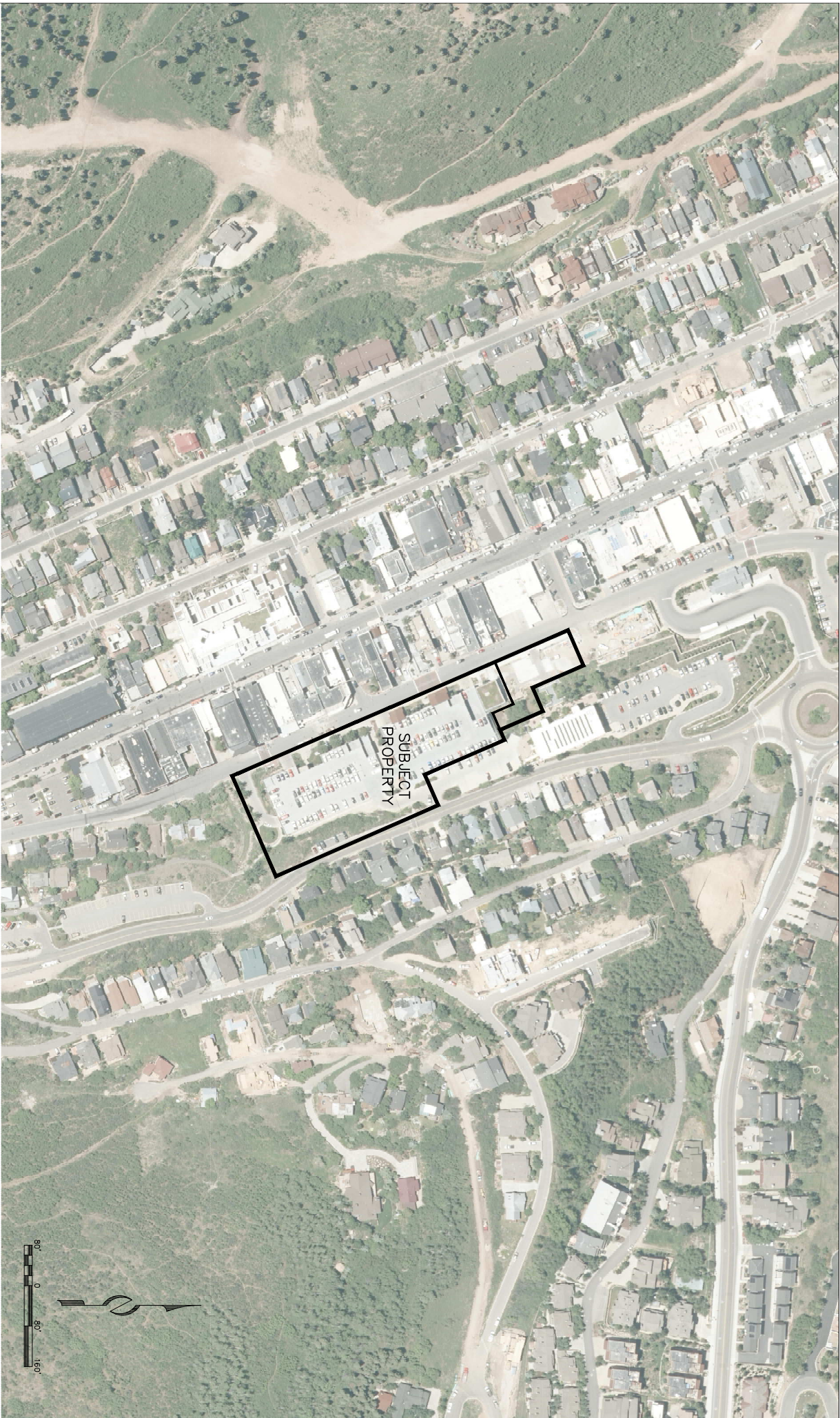
APPROVAL AS TO FORM
BY 1/24/08
PARK OFF ATTORNEY

COUNCIL APPROVAL AND
APPROVAL AND ACCEPTANCE
COUNCIL THIS 28th DAY
2008 A.D.
BY *Dona*
MAYOR

ACCEPTANCE THE PARK CITY AUGUST,	# 859947 STAY AT THE DATE 11-28
--	--

RECORDED
BY JAMES B. BROWN, Deputy
CLERK OF THE COUNTY OF SALT LAKE
JAN 23 1900

Exhibit E – Aerial Photographs with 500' Radius



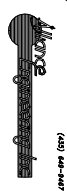
 (405) 246-4447 MARSHALL PARKING 2220 West 10th, Suite 100, Oklahoma City, Oklahoma 73106	STAFF: RYAN BERT MARSHALL KING	AERIAL PHOTOGRAPH MARSAC PARKING STRUCTURE BLOCKS 71 & 72, MILLSITE RESERVATION FOR: PERC & ENG JOB NO.: 10-11-19 FILE: MARSAC-Parking-Structure-Off-Road	SHEET 1 of 1
	DATE: 1/23/19		

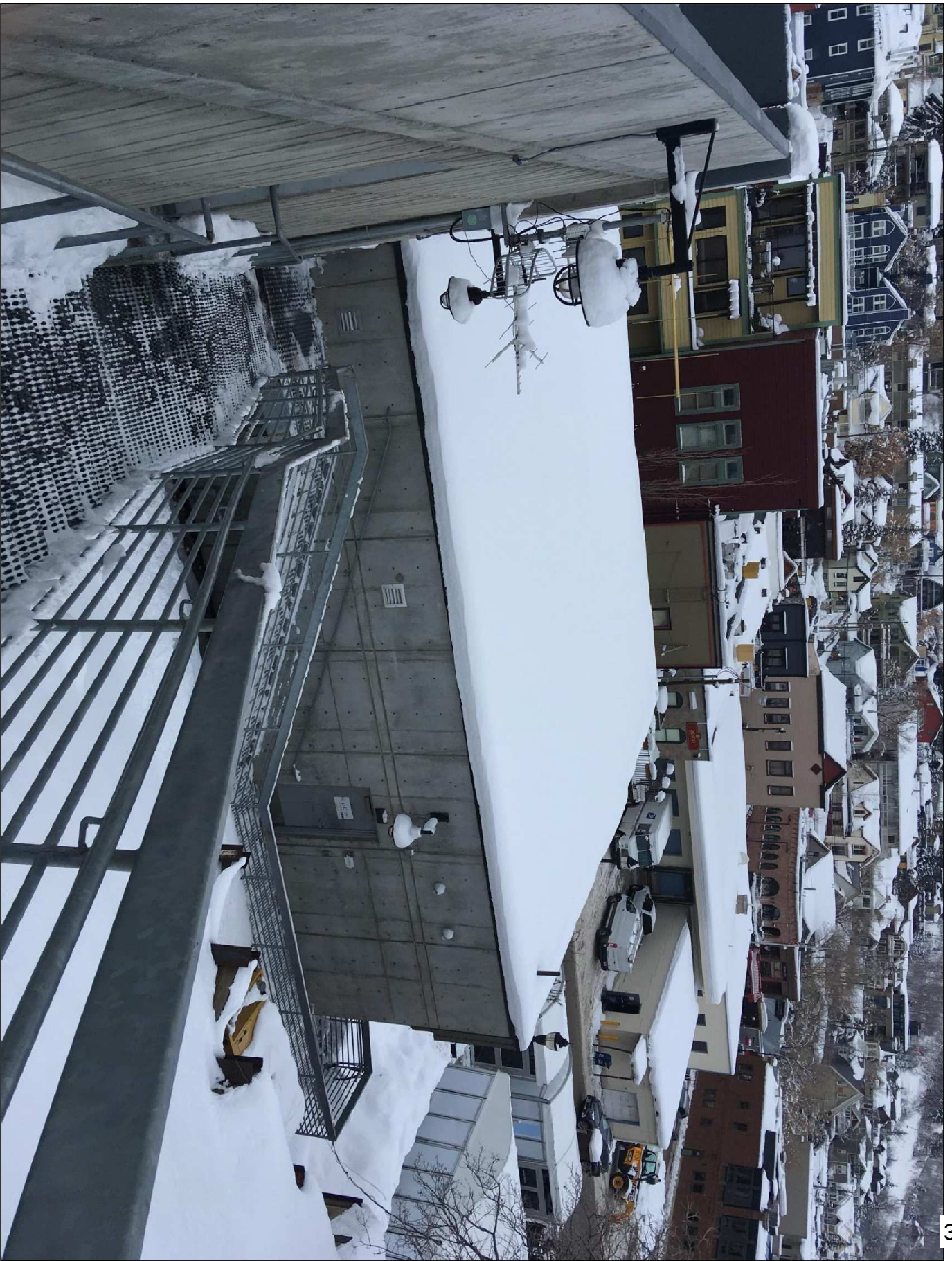
Exhibit F – Site Photographs



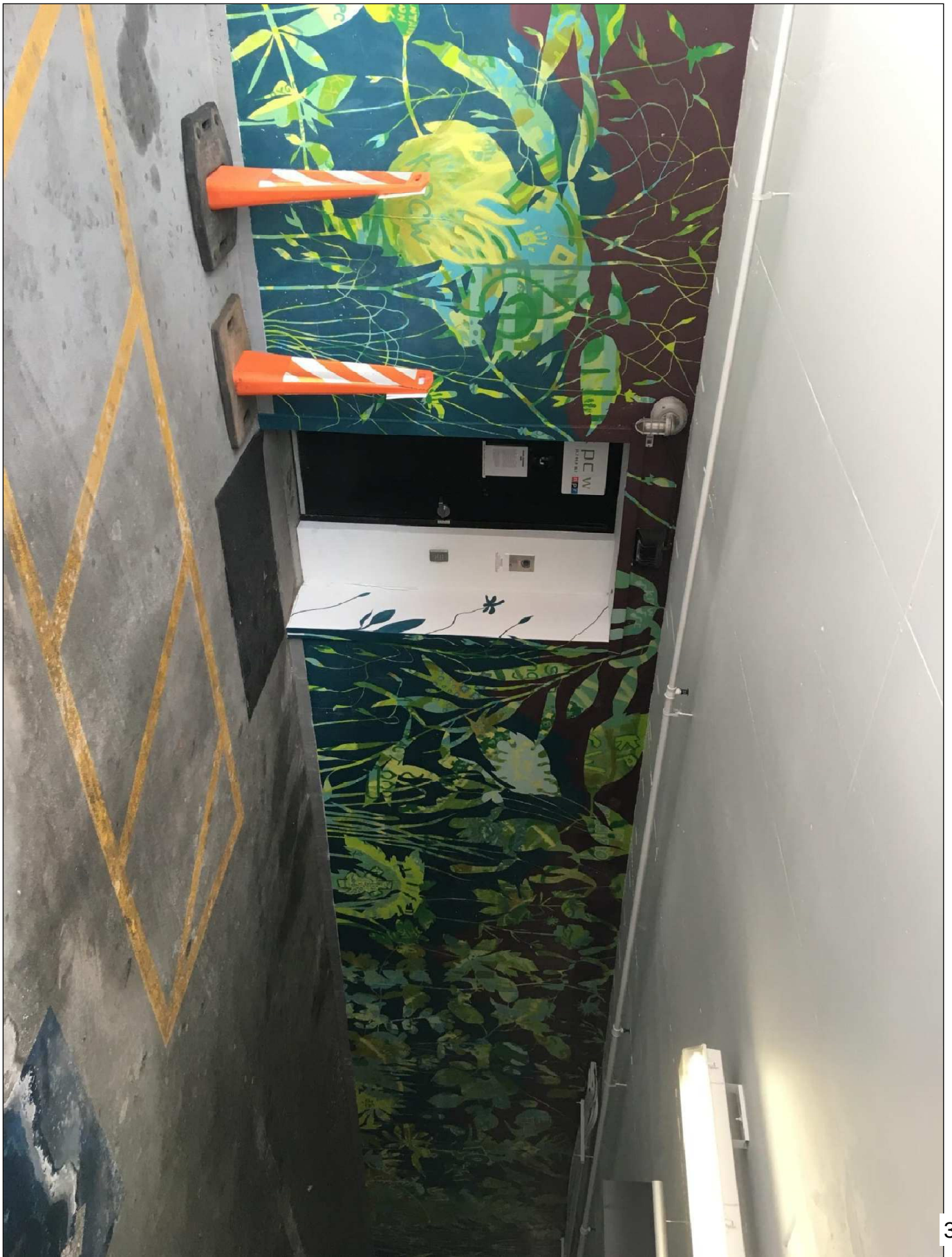
Unit 200, Marsac-Swede Condominiums - looking easterly



Unit 200, Marsac-Swede Condominiums - looking southwesterly



Unit 200, Marsac-Swede Condominiums - looking westerly



Unit 200, Marsac-Swede Condominiums - looking northerly

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-24, an Ordinance Approving the Marsac-Swede Condominiums First Amended, Located at 460 Swede Alley, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Marsac Swede Condo Staff Report and Ordinance](#)

[Marsac Swede Condo Exhibits](#)

City Council Staff Report

Subject: Marsac-Swede Condominiums First Amended
Author: Hannah M. Tyler, AICP, Senior Planner
Project Number: PL-19-04124
Date: April 18, 2019
Type of Item: Legislative – Condominium Plat

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Marsac-Swede Condominiums First Amended located at 460 Swede Alley and consider approving the proposed plat amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Executive Summary/Proposal

KPCW is proposing to expand their unit (Unit 200) within the Marsac-Swede Condominiums located at 460 Swede Alley. The current building was approved through the Conditional Use Permit process in April of 2007 as the “Park City Municipal Corporation China Bridge Shell.” The building was approved as a shell for three (3) spaces containing retail and public/quasi-public uses, and a 915 SF “Expandable Office” space totaling 4,535 SF. The KPCW expansion will fulfill the postponed phase (un-built “Expandable Office” / “retail shell space”). The proposed KPCW expansion is consistent with the approved 2007 CUP and 2007 CUP Modification. The proposed expansion will require an amendment to Unit 200 of the Marsac-Swede Condominiums.

On March 27, 2019, the Planning Commission reviewed the proposed Condominium Plat Amendment and forwarded a unanimous positive recommendation to City Council.

Description

Applicant:	Community Wireless of Park City, Inc. a nonprofit Utah corporation (Represented by Marshall King, Alliance Engineering)
Location:	460 Swede Alley
Zoning District:	Public Use Transition (PUT) Zoning District
Adjacent Land Uses:	Commercial, Parking Area, and Municipal Uses
Reason for Review:	Condominium Plat Amendments require Planning Commission review and City Council review and action

Disclosure: Park City Municipal Corporation owns the remaining units within the Marsac-Swede Condominiums.

Background

The Marsac-Swede Condominiums were approved by City Council on August 28, 2008 ([Staff Report, Page 26](#) and [Minutes, Page 5](#)) and recorded on November 25, 2008.

The City received an application for the Marsac-Swede Condominiums – First Amended which will memorialize the proposed expansion area into the KPCW condominium unit (Unit 200). The Condominium Plat application was complete on February 1, 2019.

The Planning Commission reviewed the proposed Condominium Plat Amendment on March 27, 2019 ([Staff Report](#) and [Exhibits](#)) and forwarded a unanimous positive recommendation. The Condominium Plat Amendment was complete on February 1, 2019.

See the March 27, 2019 Planning Commission Conditional Use Permit Modification [Staff Report \(Page 2\)](#) for complete Background information.

Purpose

The purpose of the Public Use Transition (PUT) Zoning District can be found [here](#).

Analysis

As described in the Conditional Use Permit Modification [Staff Report](#), KPCW is proposing to expand their unit (Unit 200) within the Marsac-Swede Condominiums and Marsac Parking Structure Subdivision Amended Plat located at 460 Swede Alley. The proposed Marsac-Swede Condominiums First Amended memorializes the expansion of Unit 200 (KPCW) of the existing Marsac-Swede Condominiums. The KPCW expansion complies with applicable LMC requirements of the PUT Zoning District.

The proposed Marsac-Swede Condominiums First Amended consists of a 1,311 SF expansion of existing Unit 200 (as measured by the proposed Condominium Plat Amendment). The lot line between Lot 3B and Lot 2 will be removed to allow for Lot 3B to become part of the Marsac-Swede First Amended Condominiums. The remaining units of the existing Marsac-Swede Condominiums will remain unchanged both in size and ownership. The applicant submitted a letter from the manager of the Marsac-Swede Condominium Owners Association presenting that the members conducted a vote and unanimously approved for the project to move forward with the land use process.

The lot arrangement, proposed expansion, square footage, lot dimensions, access, easements, utilities, parking, and street frontage are consistent with the Land Management Code. As is detailed in the Conditional Use Permit Modification Staff Report (in this meeting packet), the proposed expansion complies with the Parking Ratio Requirements outlined in LMC 15-3. The 2019 CUP Modification Parking Ratio Requirement calculation is based on the known uses of the building, expandable area, tenant improvements, and leasable floor area. In total, the Parking Ratio Requirement has not increased based on the proposed expansion and updated square footage calculations. Therefore, staff finds that no additional Parking Ratio Requirement is required beyond what was satisfied as a part of the 2007 CUP approval.

The PUT Zoning District has no minimum setbacks except where structures abut residential zoning districts. As proposed, the lots, existing facilities, and proposed expansion comply with the requirements of the PUT Zoning District, except in areas where City Hall and existing China Bridge parking structure exist as legal non-complying

structures because they do not meet required building setbacks abutting the HR-1 district along Marsac Avenue. This condition existed at the time of the Marsac Parking Structure Subdivision Plat (2005) and Marsac Parking Structure Subdivision Amended Plat (2008) and the buildings exist as non-complying structures.

The proposed KPCW expansion has also triggered the requirement of a Plat Amendment. The City has received an application for the Marsac Parking Structure Subdivision Plat - Second Amended which will amend the three-lot subdivision. Lot 1 contains the Marsac City Hall. Lot 2 contains the parking structure, radio station, and the liquor store space. Lot 3 contains a plaza. The proposed KPCW expansion will expand into Lot 3 so the applicant is requesting to subdivide Lot 3 into two (2) lots 3A and 3B. The Plat Amendment proposal is detailed as a separate application in this meeting packet.

Good Cause

Staff finds good cause for this Condominium Plat Amendment as the proposal memorializes the expansion of the unit 200 (KPCW). There are no known adverse impacts to the public as a result of the proposed Condominium Plat Amendment.

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 been reviewed by Planning, Engineering, Legal, and Executive.

Notice

On March 13, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on March 9, 2019 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Marsac-Swede Condominiums First Amended located at 460 Swede Alley as conditioned or amended; or
- The City Council may deny the Marsac-Swede Condominiums First Amended located at 460 Swede Alley and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Marsac-Swede Condominiums First Amended located at 460 Swede Alley to a future date.

Significant Impacts

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

Consequences of not taking recommended action

Consequences of not taking the recommendation are that the Site would remain as is.

Summary Recommendation

Staff recommends the City Council hold a public hearing for the Marsac-Swede Condominiums First Amended located at 460 Swede Alley and consider approving the proposed plat amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)

Exhibit B – Proposed Project Intent

Exhibit C – Existing Conditions Survey

Exhibit D – Proposed Marsac Parking Structure Subdivision Plat - Second Amended

Exhibit E – Aerial Photographs with 500' Radius

Exhibit F – Site Photographs

Exhibit G – March 27, 2019 Planning Commission [Staff Report](#) and [Exhibits](#)

Ordinance No. 2019-24

AN ORDINANCE APPROVING THE MARSAC-SWEDE CONDOMINIUMS FIRST AMENDED LOCATED AT 460 SWEDE ALLEY, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 460 Swede Alley have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, On March 13, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on March 9, 2019, proper legal notice was sent to all affected property owners and published in the Park Record and on the Utah Public Notice Website; and

WHEREAS, the Planning Commission held a public hearing on March 27, 2019 , to receive input on plat amendment; and

WHEREAS, the Planning Commission, on March 27, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 18, 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 Marsac-Swede Condominiums First Amended located at 460 Swede Alley.

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

SECTION 1. APPROVAL. The Marsac-Swede Condominiums First Amended located at 460 Swede Alley, 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 proposed site is located at 460 Swede Alley within the Marsac Parking Structure Subdivision Plat and Marsac-Swede Condominiums.
2. The property is located within the Public Use Transition (PUT) Zoning District.
3. KPCW is proposing to expand their unit (Unit 200) within the Marsac-Swede Condominiums located at 460 Swede Alley.
4. The applicant submitted a letter from the manager of the Marsac-Swede Condominium Owners Association presenting that the members conducted a vote and unanimously approved for the project to move forward with the land use process.

5. The current building was approved through the Conditional Use Permit process in April of 2007 as the "Park City Municipal Corporation China Bridge Shell." The building was approved as a shell for three (3) spaces containing retail and public/quasi-public uses, and a 915 SF "Expandable Office" space totaling 4,535 SF.
6. The applicant has submitted a Conditional Use Permit Modification for the proposed KPCW expansion which will fulfill the postponed phase (un-built "Expandable Office" / "retail shell space").
7. The proposed KPCW expansion is consistent with the approved 2007 CUP and 2007 CUP Modification.
8. The proposed expansion includes a 1,311 square foot expansion (as measured by the proposed Marsac-Swede Condominium Plat First Amended). The expansion will occur to the north and west sides of the structure on the second level only. The expansion will cantilever above the sidewalk area creating a covered walkway leading into the State Liquor Store in Unit 100.
9. The lot arrangement, proposed expansion, square footage, lot dimensions, access, easements, utilities, parking, and street frontage are consistent with the Land Management Code.
10. The proposed expansion complies with the Parking Ratio Requirements outlined in LMC 15-3. The 2019 CUP Modification Parking Ratio Requirement calculation is based on the known uses of the building, expandable area, tenant improvements, and leasable floor area. In total, the Parking Ratio Requirement has not increased based on the proposed expansion and updated square footage calculations. Therefore, staff finds that no additional Parking Ratio Requirement is required beyond what was satisfied as a part of the 2007 CUP approval.
11. The PUT Zoning District has no minimum setbacks except where structures abut residential zoning districts. As proposed, the lots, existing facilities, and proposed expansion comply with the requirements of the PUT Zoning District, except in areas where City Hall and existing China Bridge parking structure exist as legal non-complying structures because they do not meet required building setbacks abutting the HR-1 district along Marsac Avenue. This condition existed at the time of the Marsac Parking Structure Subdivision Plat (2005) and Marsac Parking Structure Subdivision Amended Plat (2008) and the buildings exist as non-complying structures.
12. The proposed Marsac-Swede Condominiums First Amended memorializes the expansion of Unit 200 (KPCW) of the existing Marsac-Swede Condominiums.
13. The KPCW expansion complies with applicable LMC requirements of the PUT Zoning District.
14. The current square footage of Unit 200 is 1,960 square feet.
15. Unit 200 will expand to a total of 3,271 square feet.
16. Unit 100 and Unit 300 will not be impacted by the proposed KPCW expansion.
17. The Planning Commission reviewed the proposed Plat Amendment on March 27, 2019 ([Staff Report](#) and [Exhibits](#)) and forwarded a unanimous positive recommendation.
18. The Planning Commission reviewed the proposed Condominium Plat Amendment on March 27, 2019 ([Staff Report](#) and [Exhibits](#)) and forwarded a unanimous positive recommendation.

19. The Planning Commission approved the proposed Conditional Use Permit Modification on March 27, 2019 ([Staff Report](#) and [Exhibits](#)).
20. 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 Condominium Plat.
2. The Condominium Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium plat amendments.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat Amendment.
4. Approval of the Condominium 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 and CC&Rs 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 (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval or the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A note shall be added to the plat prior to recordation stating that all conditions of approval of the Conditional Use Permits and Marsac-Swede Condominiums shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 18th day of April, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

DEER VALLEY DRIVE

TOWN LIFT

OLD TOWN TRANSIT CENTER

SUBJECT PROPERTY

WOODSIDE AVE

PARK AVE

MARSAC AVE

SWEDE ALLEY

MAIN STREET

SCALE: 1"=500'

KNOW ALL MENBY THESE PRESENTS that Park City Redevelopment Authority, as their interests may appear, as to Parcel 2, to be known hereafter as MARSAC-SWEDE CONDOMINIUMS FIRST AMENDED, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.

PARK CITY REDEVELOPMENT AGENCY, also known as
REDEVELOPMENT AGENCY OF PARK CITY, also known as
PARK CITY REDEVELOPMENT AUTHORITY

[illegible]

On this _____ day of _____, 2019, Andy Beerman personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Andy Beerman acknowledged to me that he is the authorized representative of Park City Redevelopment Authority and that he signed the above Consent to Record freely and voluntarily.

Notary Public _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No.: _____

KNOW ALL MEN BY THESE PRESENTS that Park City Municipal Corporation, a Utah municipal corporation, as their interests may appear, as to Parcel 2, to be known hereafter as MARSAC-SWEDE CONDOMINIUMS FIRST AMENDED, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, also known as PARK CITY, UTAH, a body corporate and politic of the State of Utah

By: _____
Andy Beerman, Mayor

State of Utah)
County of Summit) : ss.

On this _____ day of _____, 2019, Andy Beerman personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Andy Beerman acknowledged to me that he is the authorized representative of Park City Municipal Corporation and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Notary Public _____

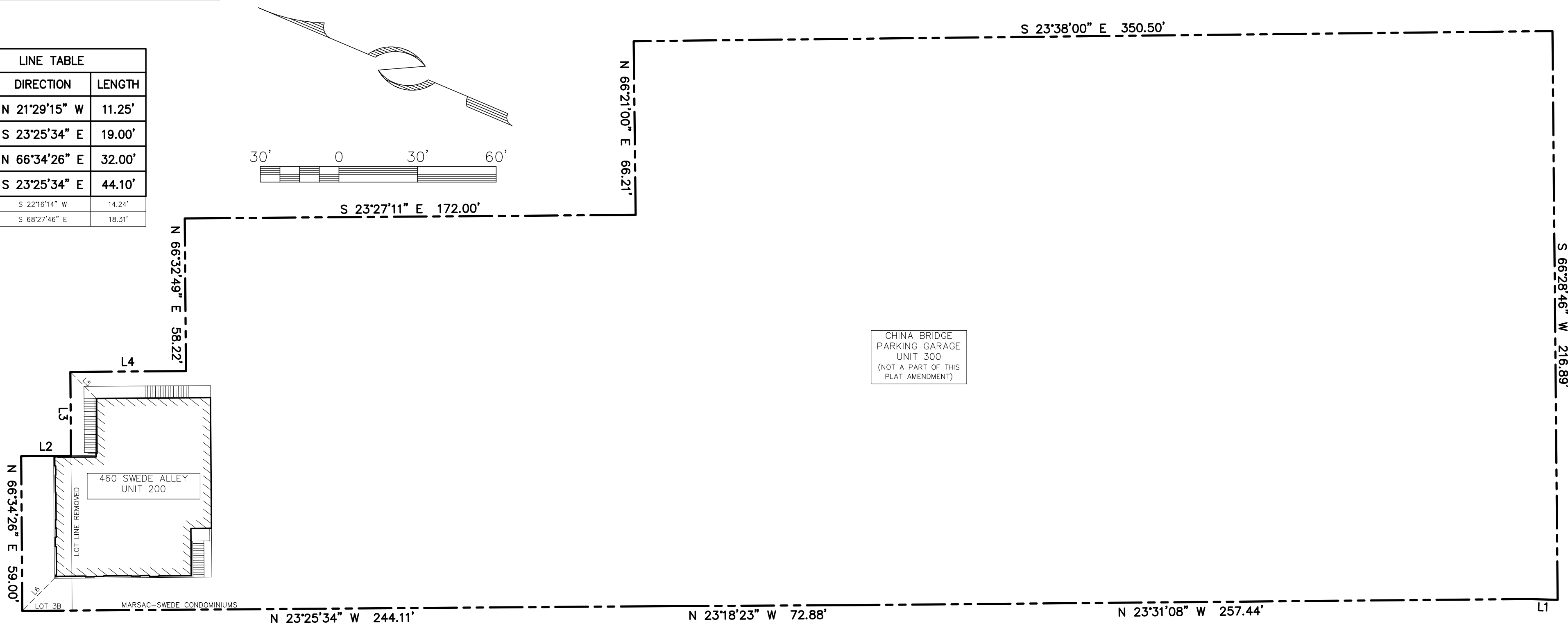
Printed Name _____

Residing in: _____

My commission expires: _____

Commission No.: _____

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 21°29'15" W	11.25'
L2	S 23°25'34" E	19.00'
L3	N 66°34'26" E	32.00'
L4	S 23°25'34" E	44.10'
L5	S 22°16'14" W	14.24'
L6	S 68°27'46" E	18.31'



1. This plat amendment is subject to the Conditions of Approval in Ordinance 2019-____.
2. The Units of this Condominium are served by a Common Private Lateral Wastewater Line. The "MARSAĆ-SWEDE CONDOMINIUM OWNERS ASSOCIATION" Shall be responsible for Ownership, Operation and Maintenance of all Common Private Lateral Wastewater Lines.
3. Unit 200 Access Easement: An access easement exists through Unit 300 (China Bridge Parking Garage) for the benefit of Unit 200. The purpose of this easement is to provide a handicap accessible ingress/egress point to Unit 200. It is the responsibility of the Association to ensure this access is maintained and available.
4. Public Access Easement: A Non-exclusive Public Access easement exists through Unit 300 (China Bridge Parking Garage) for the benefit of the general public. The purpose of this easement is to provide access for public parking to and within the existing China Bridge parking Garage.
5. All Conditions of Approval of the Marsac-Swede Condominiums, recorded November 25, 2008, as Entry No. 859972 shall continue to apply and remain in full force and effect.
6. The Marsac Parking Structure Subdivision Plat-Second Amended, recorded _____, 2019, as Entry No. _____ creates Lot 3B as shown on this plat. This plat incorporates Lot 3B into Marsac-Swede Condominiums First Amended.

LYING WITHIN A PORTION OF BLOCK 71 AND 72 OF THE
MILLSITE RESERVATION TO THE PARK CITY SURVEY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857264, 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, MARSAC-SWEDE CONDOMINIUMS FIRST AMENDED, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

PARCEL 1

Unit 200, MARSAC-SWEDE CONDOMINIUMS, a Utah Expandable Condominium project, together with an undivided appurtenant ownership interest in the common areas and facilities as more particularly shown and described in the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions recorded November 25, 2008 as Entry No. 859973 in Book 1958 at page 22 and Record of Survey Map recorded November 25, 2008 as Entry No. 859972 in the Summit County Recorder's Office, Summit County, Utah.

Together with the access easements through Unit 300 (China Bridge Parking Garage) to provide a handicap accessible point to Unit 200 and public parking to and within the existing China Bridge Parking Garage as disclosed on the recorded plat.

PARCEL 2

Lot 3B, MARSAC PARKING STRUCTURE SUBDIVISION PLAT—SECOND AMENDED, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, Summit County, Utah.

On this _____ day of _____, 2019, Marsac-Swede Condominium Owners Association does hereby certify that on the 25th day of January, 2019, the Board of Trustees certified that more than two-thirds of the owners of the Association voted to convert specified common areas to private ownership for the benefit of certain owners. In accordance with the Utah Condominium Ownership Act, the Association has caused this survey to be recorded in the office of the County Clerk of Salt Lake County, Utah. The Association consents to the recording of this Record of Survey Map. The Association further consents to the recording hereof with the intention that upon such recordation, the provisions of the Declaration and Utah Condominium Ownership Act shall apply to the property described herein.

By: _____
Jonathan Weidenhamer, President
MARSAC-SWEDE CONDOMINIUM OWNERS ASSOCIATION

[illegible]

On this _____ day of _____, 2019, personally appeared before me, Jonathan Weidenhamer, who being by me duly sworn did say that he is the President of Marsac-Swede Condominium Owners Association, and that he signed the above Association Dedication and Consent to Record for, on, and in behalf of the unit owners of said Association, and said President duly acknowledged that said Association executed the same.

By: _____
Notary Public

Printed Name

Residing in: _____

My Commission Expires: _____

Commission No.: _____

KNOW ALL BY THESE PRESENTS that COMMUNITY WIRELESS OF PARK CITY, INC., a Utah Corporation, the undersigned owner of Unit 200, 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 her hand this _____ day of _____, 2019

By: Renai Bodley, General Manager
COMMUNITY WIRELESS OF PARK CITY, INC., a Utah Corporation

STATE OF _____) : ss.
COUNTY OF _____)

On this _____ day of _____, 2019, Renai Bodley 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, that she is the General Manager of COMMUNITY WIRELESS OF PARK CITY, INC., a Utah Corporation, and that said document was signed by her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and she acknowledged to me that she executed the MARSAC-SWEDE CONDOMINIUMS FIRST AMENDED.

By: _____
Notary Public

Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

SHEET 1 OF 2

4/10/19 JOB NO.: 10-11-18 FILE: X:\PCS\dwg\srv\plat2018\101118-condo.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

TIME _____ DATE _____ ENTRY NO _____

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

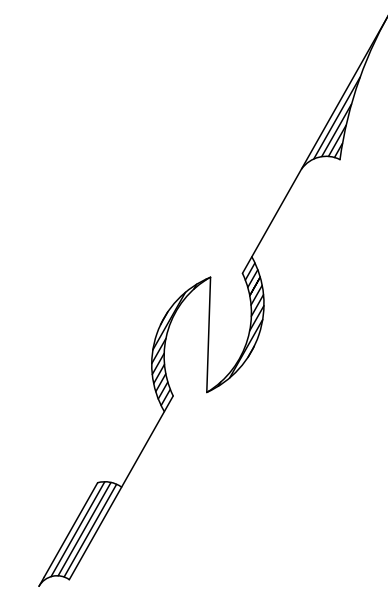
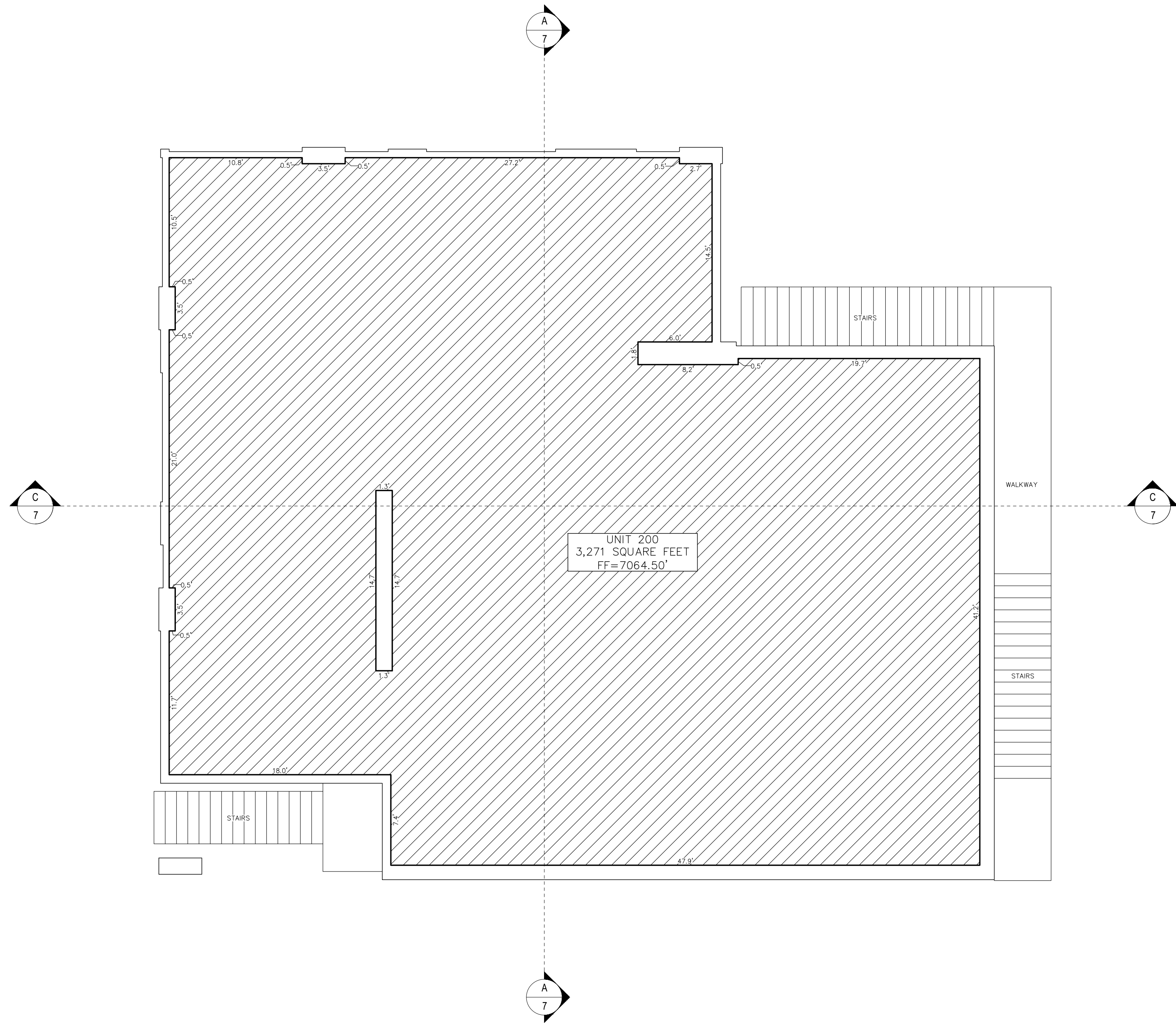
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2019
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____,
2019

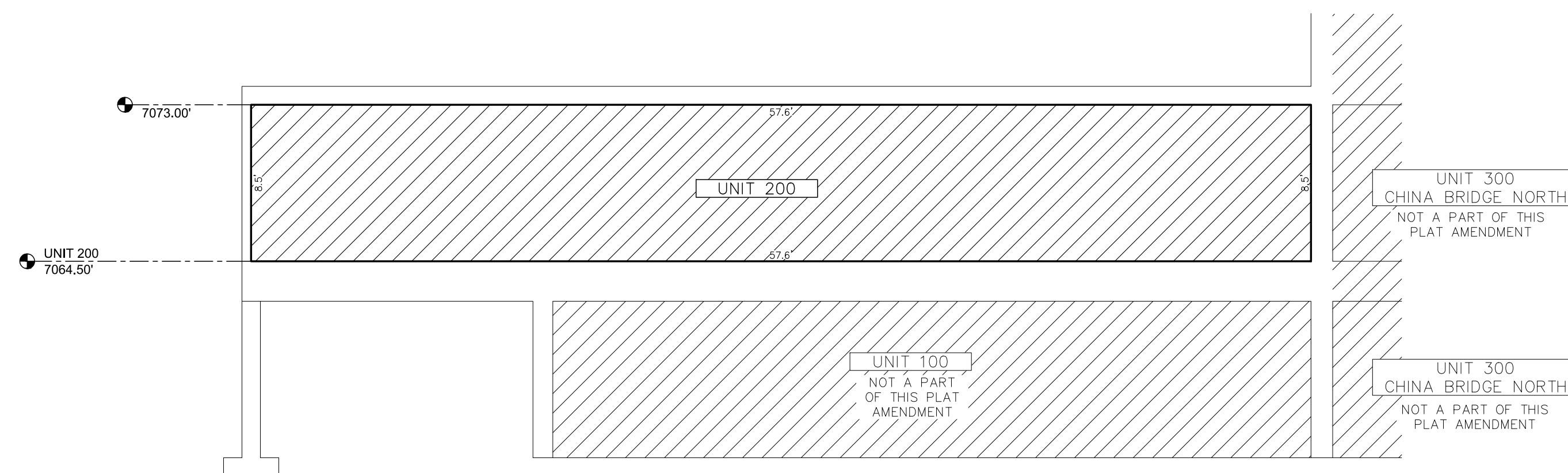
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2019
BY _____
PARK CITY RECORDER

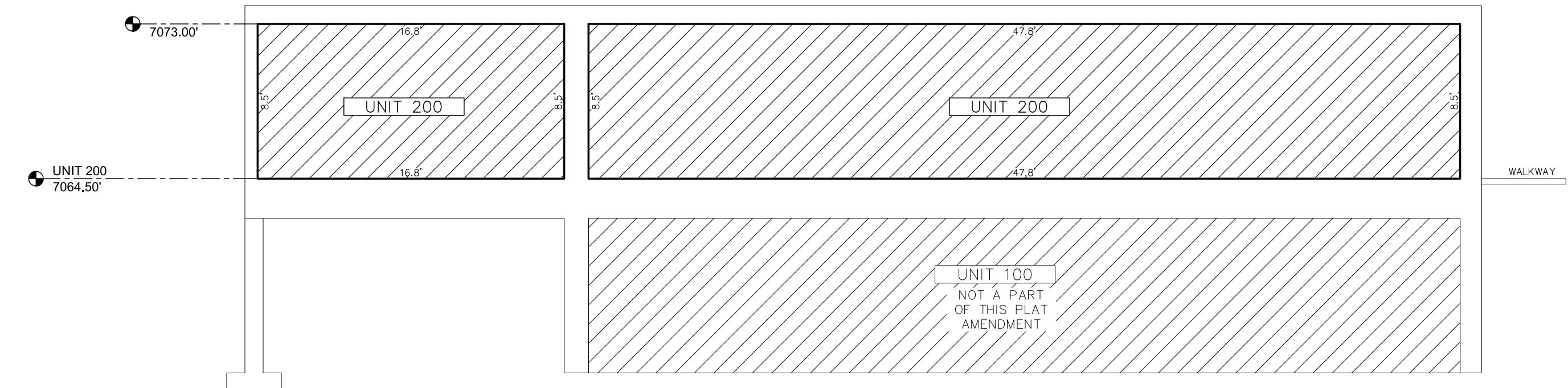


UNIT 200
SCALE: 1" = 6'

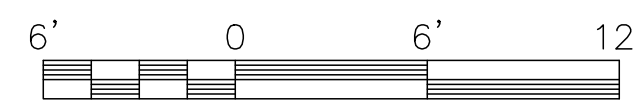
- COMMON AREA
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP



SECTION A



SECTION C



MARSAC-SWEDE CONDOMINIUMS FIRST AMENDED

LYING WITHIN A PORTION OF BLOCK 71 AND 72 OF THE
MILLSITE RESERVATION TO THE PARK CITY SURVEY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED	
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED	
AT THE REQUEST OF _____	
_____ FEE	_____ RECORDER
TIME _____ DATE _____	ENTRY NO. _____

Exhibit B – Proposed Project Intent

MARSAC-SWEDE CONDOMINIUMS, UNIT 200
460 SWEDE ALLEY
January 29, 2019

PROJECT INTENT

Unit 200 of the Marsac-Swede Condominiums, recorded November 25, 2008, as Entry No. 859972 proposes to expand adjacent to the space they currently occupy. This space is part of a condominium structure that includes Unit 100 which is the space currently occupied by the State Liquor Store on the first level, the radio station above the liquor store on the second level, which is Unit 200, and the adjacent parking structure, Unit 300. This expansion is proposing to include part of the current Lot 3 of the Marsac Parking Structure Subdivision Plat Amended, recorded November 25, 2008, as Entry No. 859947. A separate plat amendment is being submitted simultaneously to amend the Marsac Parking Structure Subdivision Plat Amended in conjunction with the Marsac-Swede Condominiums plat.

Exhibit C – Existing Conditions Survey

**Exhibit D - Marsac Parking Structure
Subdivision Plat - First Amended**

24 of Lot 1, Warsaw Farming Structure Subdivision, Plat on file and of record in the Office of the Summit County Recorder, recordation number 339272. Said subdivision being located in the southwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Summit County, and located in the Ardenwood Park of Park City on the plat of record in the Office of the Summit County Recorder, more particularly described as follows:

Beginning of a point which is North 89°58'40" West along the center section line, a distance

[illegible][illegible]

NAME: **Sharon C. Gorman**
 POSITION: **Member** 2008 to the following:
 President, appeared before me with **21** day of **November**
 Don Wilkins, who after 2007 was allowed to re-join the **Bozart** Park City Municipal
 Corporation and then, in 2008, they signed the new agreement. They and Wilkins had no real connection
 and real cooperation ended the same.

UNLAWFUL EMPLOY: **07-01-2010**
 RESIDING IN: **Park City Utah**
 NOTARY PUBLIC: **Sharon C. Gorman**

NOTARY PUBLIC: **Sharon C. Gorman**

[illegible]

COUNTRY OF SUMMIT: _____
 PERSONNEL REPORTED UNDER ME WITH: 21 day of November, 2008 the following:
Ronald Williams, who after being duly sworn, acknowledged to me that he is CHAIRMAN of The
Rocky Mountain Association of Police Officers, a non-profit corporation organized and existing
 on behalf of said corporations and their said corporation executed the forms.
 IN COMMISSION DIRECTS: Chasen Coleman
 RESIDING IN: Park City Utah
 NOTARY PUBLIC
 MY COMM. EXPIRES: 12-31-2011

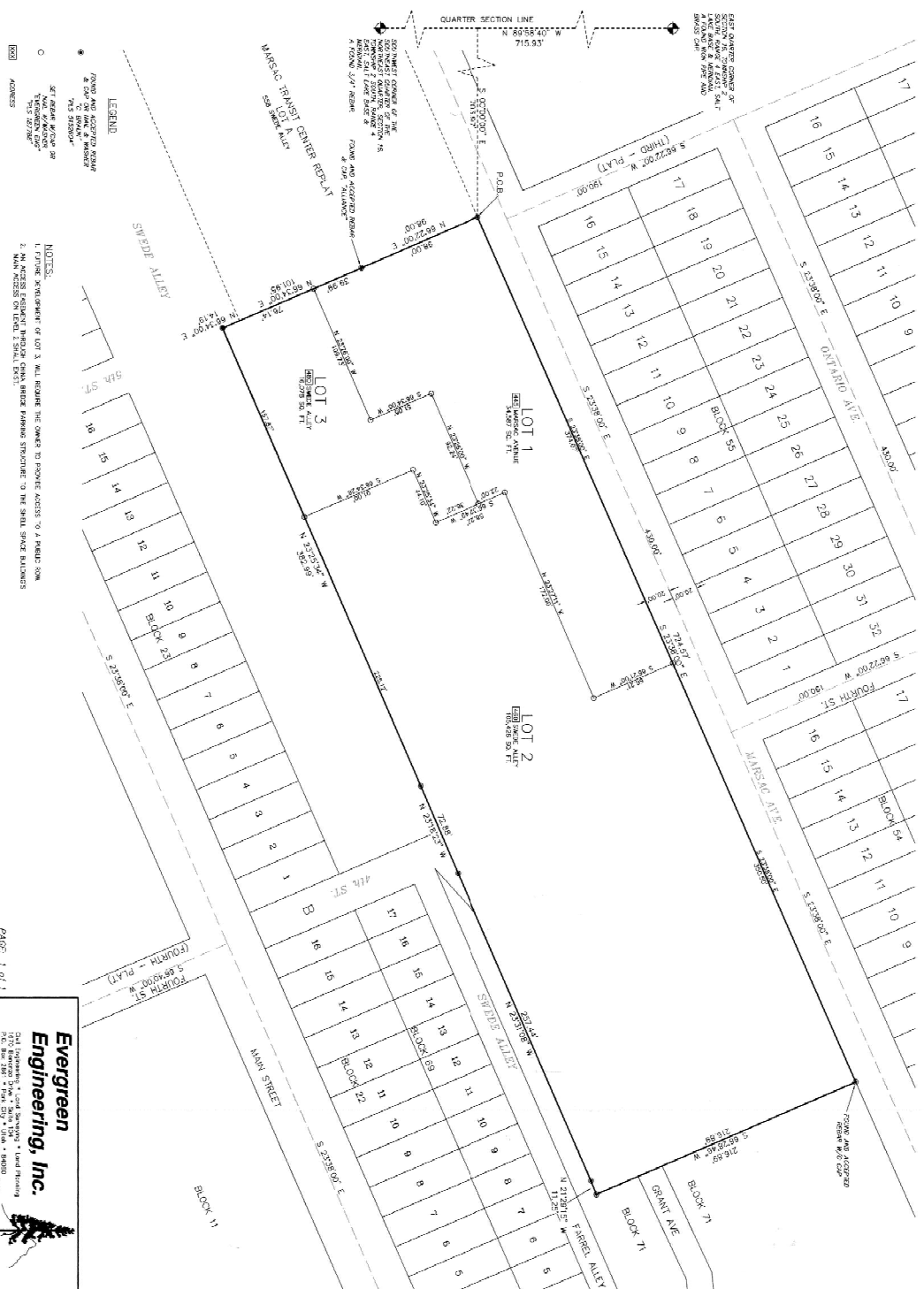
I, GEORGE R. WOLFE, OF PARK CITY, UTAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, LICENSE NO. 190728. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREIN DESCRIBED PROPERTY AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

PARK CITY PLANNING COMMISSION APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS DAY OF AUGUST 13, 2008 A.D.	CERTIFICATE OF ATTACHMENT I CERTIFY THIS RECORD OF STUDY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 28 DAY OF AUGUST, 2008 A.D.
--	--

BY Paul H. Scott
FARM CITY RECORDER

MARSAC PARKING STRUCTURE SUBDIVISION PLAT AMENDED

LYING WITHIN A PORTION OF BLOCK 71 AND 72 OF THE
MILLSITE RESERVATION TO THE PARK CITY SURVEY
PARK CITY, SUMMIT COUNTY, UTAH



384

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
 RECLAMATION DISTRICT STANDARDS ON THIS 24
 DAY OF Oct, 2008 A.D.
 BY [Signature]
 C.B.K.R.

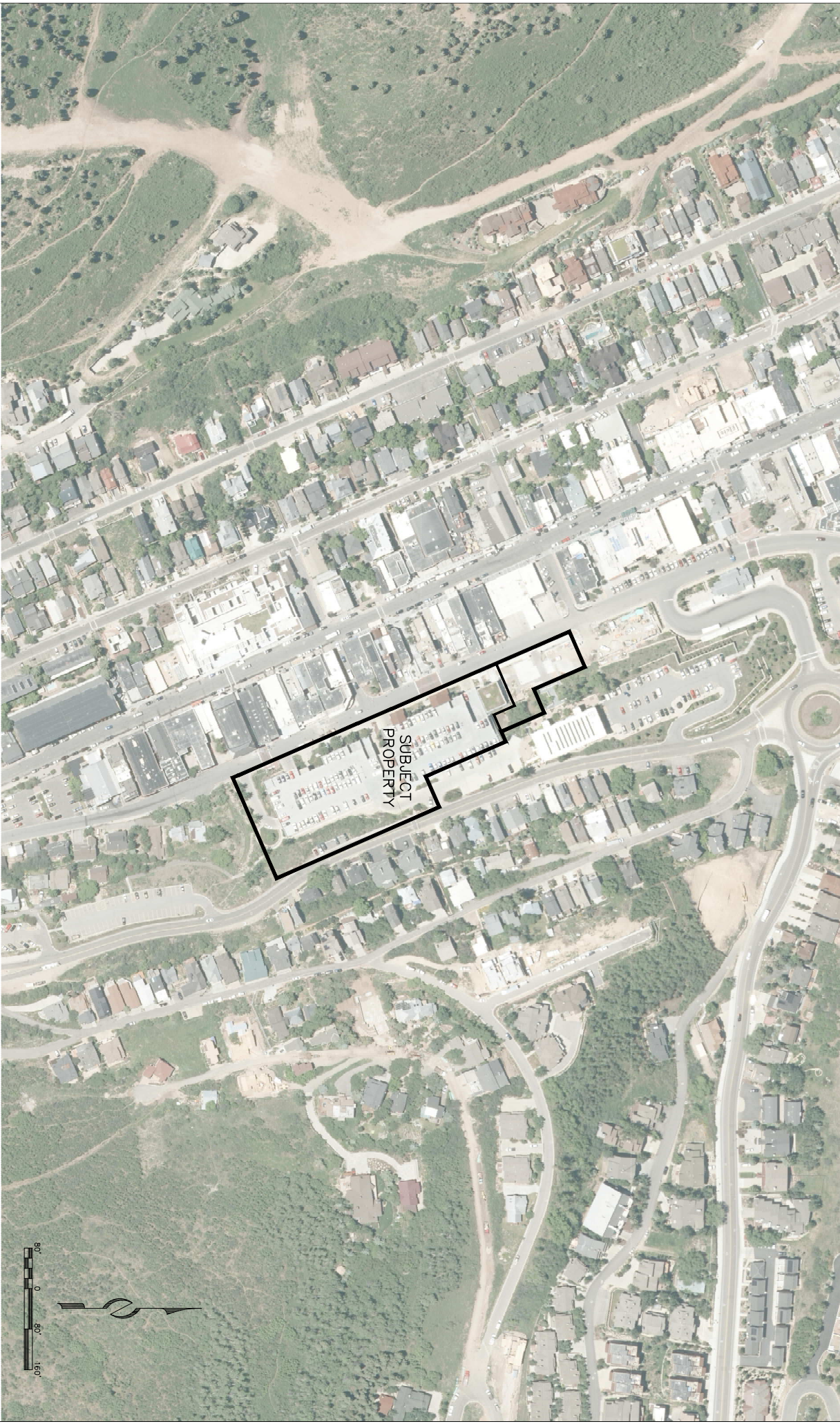
ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS
DAY OF October 2008 A.D.
BY [Signature]
PARK CITY ENGINEER

APPROVED AS TO FORM THIS 21ST
DAY OF November 2008 A.D.
BY [Signature]
PARC CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 24th DAY OF AUGUST,
2008 A.D.,
by Dore Williams
Mayor

854947 RECORDED
STATE OF UTAH COUNTY OF SNAKE AND FILED
AT THE REQUEST OF Park City Municipal Corp.
DATE 11-28-08 TIME 2:33PM BOOK PAGE
FEE \$0.00
RECORDER *Christy Brown, Deputy*

Exhibit E – Aerial Photographs with 500' Radius



SUBJECT
PROPERTY



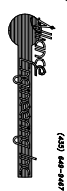
 (405) 246-4447 MARSHALL PARKING 2220 West 10th, Suite 100, Oklahoma City, OK 73106	STAFF: RYAN BERT MARSHALL KING	AERIAL PHOTOGRAPH MARSAC PARKING STRUCTURE BLOCKS 71 & 72, MILLSITE RESERVATION FOR: PERC & RWG JOB NO.: 06-11-19 FILE: MARSAC-Parking-Structure-Off-Road	SHEET 1 of 1
	DATE: 1/23/19		

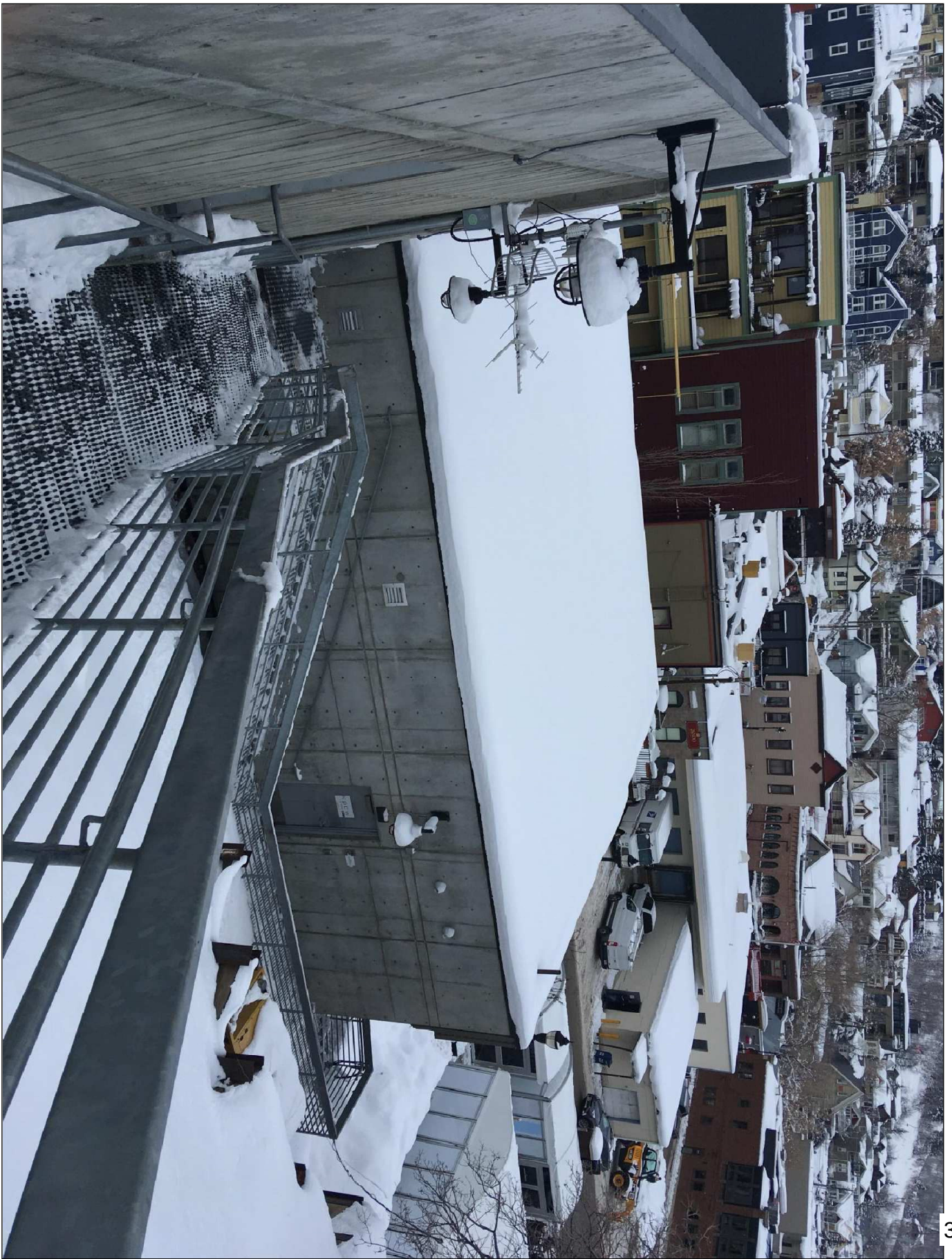
Exhibit F – Site Photographs

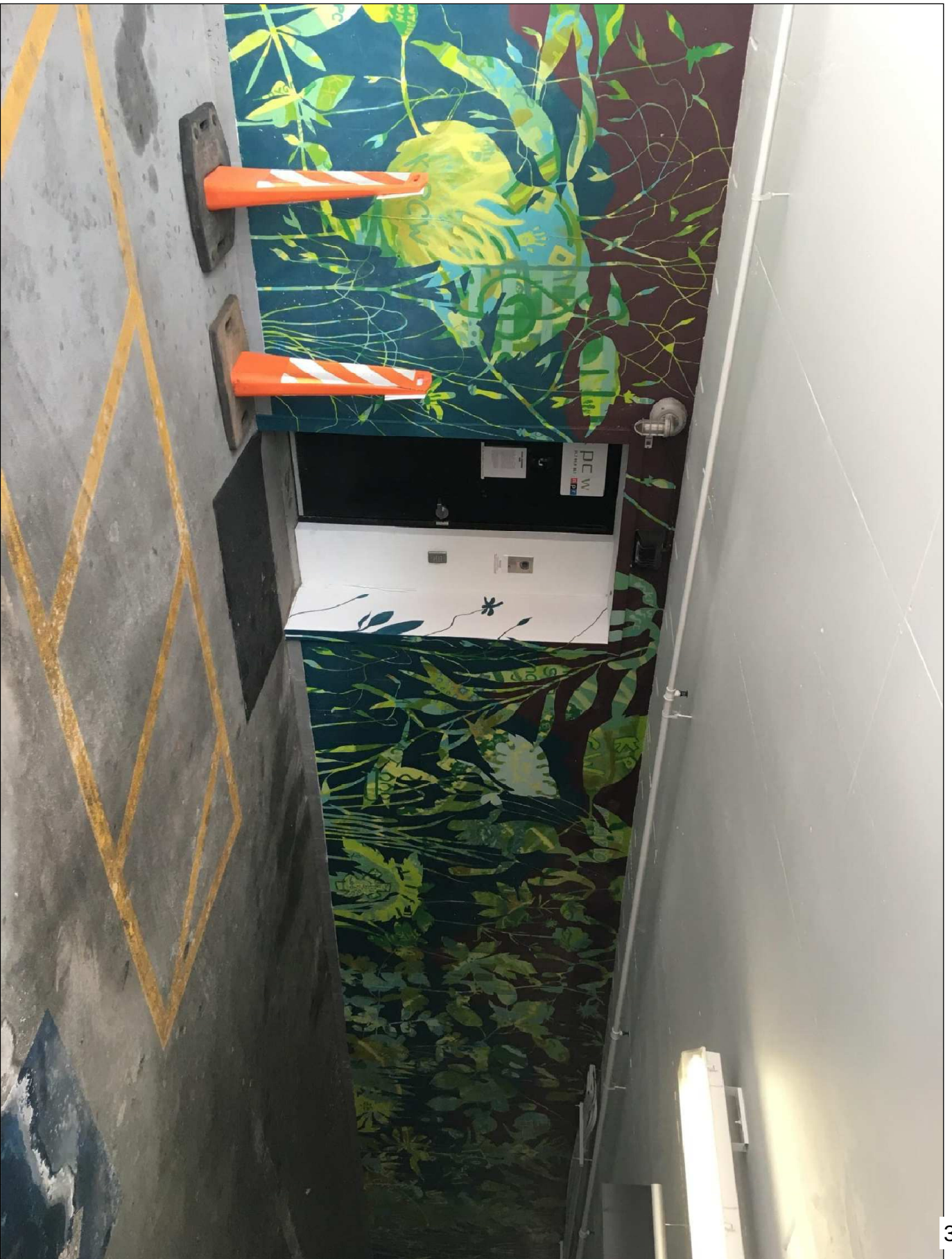


Unit 200, Marsac-Swede Condominiums - looking easterly



Unit 200, Marsac-Swede Condominiums - looking southwesterly





Unit 200, Marsac-Swede Condominiums - looking northerly

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

424 Woodside Avenue Appeal of the Historic Preservation Board Determination

Suggested Action:

Attachments:

[424 Woodside Avenue Staff Report](#)

[Exhibit 1: Appellant's Submitted Appeal and Exhibits](#)

[Exhibit 3: February 6, 2019 Notice of Final Action](#)

City Council Staff Report

Subject: 424 Woodside Avenue
Author: Hannah M. Tyler, AICP – Senior Planner
Project Number: PL-19-04158
Date: April 18, 2019
Type of Item: Appeal of Historic Preservation Board Denial of Material Deconstruction on a Significant Site

Summary Recommendations

Staff recommends the City Council review the Appeal of the Historic Preservation Board's decision regarding Material Deconstruction of a Significant Structure at 424 Woodside Avenue and consider upholding the Historic Preservation Board's Denial.

Executive Summary/Proposal

Staff prepared a staff report for the February 6, 2019 HPB meeting recommending approval of the proposed Material Deconstruction for the following materials on the Significant Site ([Staff Report](#) + [Minutes](#), page 2):

1. Existing non-Historic windows and non-historic doors
2. A non-historic east facing addition
3. A portion of the historic roof framing and rear (west) wall to accommodate an addition/connection to the existing non-historic south addition.

The HPB approved items #1 and #2 above and denied item #3 with a 4 to 1 vote.

On March 8, 2019, the City received an application for an appeal of the February 6, 2019 Historic Preservation Board decision for the Material Deconstruction at 424 Woodside Avenue. Specifically, the appellant is requesting that the City Council review the decision made by the Historic Preservation Board (HPB) to deny Item #3 - the removal of a portion of the historic roof framing to accommodate an addition/connection to the existing non-historic south addition as a part of the Historic District Design Review (HDDR) application. This application was accepted within 30 days of the Final Action of the HPB.

Staff has provided two (2) orders for the City Council to consider. One (1) order is to uphold the Historic Preservation Board's decision and one (1) order is to grant the Appeal. These can be amended by City Council as needed.

Burden of Proof and Standard of Review

In reviewing this appeal, the City Council must review the factual matters de novo and determine the correctness of the Historic Preservation Board's decision in its interpretation of the application of the Land Management Code. The City Council's review shall be limited to consideration of only those matters raised by the petition (see Exhibit 1), unless the City Council, by motion, enlarges the scope of the appeal to accept information on other matters. The burden is on the appellant to prove that the Historic Preservation Board erred.

Furthermore, the City finds these appeals as a non-adversarial process and the following apply ([LMC 15-1-18 \(H\)](#)):

1. The procedural hearings and reviews established by the City's regulatory procedures do not adopt or utilize in any way the adversarial criminal or civil justice system used in the courts.
2. The role of City staff, including legal staff, is to provide technical and legal advice and professional judgment to each decision making body, including City Council, as they are not advocates of any party or position in a dispute, notwithstanding the fact that their technical and legal advice and professional judgment may lead them to make recommendations concerning the matter.
3. In the absence of clear evidence in the record that a staff member has lost his or her impartiality as a technical adviser, the City's need for consistent, coherent and experienced advisers outweighs any claims of bias by the applicant.

The City Council is acting in a quasi-judicial manner. Therefore, like with a judge, all contact by the parties with the City Council related to the appeal should be at the hearing. No "ex-parte" or one on one contact should occur.

[15-11-12.5 Historic Preservation Board Review For Material Deconstruction](#) establishes the process under which Material Deconstruction is reviewed as a part of HDDR applications:

The Historic Preservation Board shall review and approve, approve with conditions, or deny, all Applications for Material Deconstruction involving any Building(s) (main, attached, detached, or public, Accessory Buildings and/or Structures) designated to the Historic Sites Inventory as Landmark or Significant.

Prior to issuance of a Building Permit for any material deconstruction work, the Historic Preservation Board shall review the proposed plans for compliance with the Land Management Code. Planning staff shall review Material Deconstruction applications of interior elements that (1) have no impact on the exterior of the structure; or (2) are not structural in nature; or (3) the scope of work is limited to exploratory demolition.

1. **COMPLETE APPLICATION.** *The Owner and/or Applicant for any Property shall be required to submit a Historic Preservation Board Review For Material Deconstruction for proposed work requiring a Building Permit in order to complete the work.*
2. **NOTICE.** *Upon receipt of a Complete Application, but prior to taking action on any Historic Preservation Board Review for Material Deconstruction application, the Planning staff shall provide notice pursuant to Sections 15-1-12 and 15-1-21 of this Code.*
3. **PUBLIC HEARING AND DECISION.** *Following the fourteen (14) day public notice period in Section 15-1-21 of this Code, the Historic Preservation Board shall hold a public hearing and make written findings, conclusions of law, and conditions of approval or reasons for denial, supporting the decision and shall provide the Owner and/or Applicant with a copy.*

During the 2015 LMC Amendment process to create 15-11-12.5, the HPB worked with the Planning Commission and City Council to create a Historic Preservation Board Material Deconstruction Review Checklist - included below:

Historic Preservation Board Material Deconstruction Review Checklist:

- 1. Routine Maintenance (including repair or replacement where there is no change in the design, materials, or general appearance of the elements of the structure or grounds) does not require Historic Preservation Board Review (HPBR).*
- 2. The material deconstruction is required for the renovation, restoration, or rehabilitation of the building, structure, or object.*
- 3. Proposed exterior changes shall not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site and are not included in the proposed scope of work.*
- 4. The proposed scope of work mitigates any impacts that will occur to the visual character of the neighborhood where material deconstruction is proposed to occur; any impacts that will occur to the historical significance of the buildings, structures, or objects located on the property; any impact that will occur to the architectural integrity of the buildings, structures, or objects located on the property; and any impact that will compromise the structural stability of the historic building.*
- 5. The proposed scope of work mitigates to the greatest extent practical any impact to the historical importance of other structures located on the property and on adjacent parcels.*
- 6. Any addition to a Historic Building, Site, or Structure has been found to be non-contributory to the historic integrity or historical significance of the structure or site.*

In addition, the HPB also reviews Material Deconstructions using all applicable [Design Guidelines for Historic Districts and Historic Sites](#) and Land Management Code requirements.

Background

The initial Historic District Design Review (HDDR) application was deemed complete on March 2, 2017. The initial HDDR application was for the Relocation, Reorientation, Penalization, Restoration, and construction of an addition to a Significant Site.

On May 2, 2018, the HPB reviewed the proposed Relocation and Reorientation of a Significant Site and denied the proposal with a 5 to 1 vote ([Staff Report, page 23](#) + [Minutes, page 2](#)). This action was appealed by the applicant. The City Council reviewed the Appeal on July 12, 2018 ([Staff Report, New Business Item #7](#) + [Minutes, page 12](#)). On July 12, 2018, City Council gave staff direction to prepare findings to grant the Appeal in part to approve the Relocation and deny the Appeal in part to uphold the Historic Preservation Board's decision regarding the Reorientation. City Council continued the discussion to August 16, 2018 regarding the ratification of the Findings of Fact for the Appeal on August 2, 2018 ([Staff Report](#) + [Minutes, page 10](#)). On August 16, 2018, City Council granted the Appeal in part to approve the Relocation and denied the Appeal in part to uphold the HPB's decision regarding the Reorientation ([Staff Report](#) + [Minutes, page 7](#)).

After the August 16, 2018 City Council meeting, staff worked with the applicant to revise the plans to conform to the City Council's decision. On December 7, 2018, the applicant submitted a revised proposal with new plans that reflected City Council's decision.

The revised proposal was to Relocate the Structure ten feet (10') to the east and construct an addition between the existing addition to the south and the historic portion of the structure along the west façade. The historic portion of the structure would be renovated and lifted one foot eleven inches (1'11"). During construction, the entire structure would be reinforced so that it could be lifted in whole to accommodate the relocation and then set back down on the new basement foundation ten feet (10') to the east.

After internal staff review of the revised proposal and new plans submitted on December 7, 2018, staff prepared a staff report for the February 6, 2019 HPB meeting recommending approval of the proposed Material Deconstruction for the following materials on the Significant Site ([Staff Report](#) + [Minutes](#), page 2):

1. Existing non-Historic windows and non-historic doors
2. A non-historic east facing addition
3. A portion of the historic roof framing and rear (west) wall to accommodate an addition/connection to the existing non-historic south addition.

On February 6, 2019, the HPB approved items #1 and #2 above and denied item #3 with a 4 to 1 vote. The Historic Preservation Board found that the removal of a portion of the west facing roof structure and façade to accommodate a new addition would damage the historic integrity and does not comply with the criteria for Material Deconstruction.

On March 8, 2019, the City received an application for an appeal of the February 6, 2019 Historic Preservation Board decision for the Material Deconstruction at 424 Woodside Avenue. This application was accepted within 30 days of the Final Action of the HPB. A complete background of this project can be found in the May 2, 2018 HPB Staff Report, ([Staff Report, page 23](#) + [Minutes, page 2](#)). Figure 1 identifies the current conditions of the Historic Structure. Photographs provided by Jonathan DeGray.

Figure 1: Current Site Orientation – Photographs West Façade



Figure 2: *Proposed Material Deconstruction of the existing west elevation. Red shaded area identifies the portion of the roof and rear (west) wall in question.*

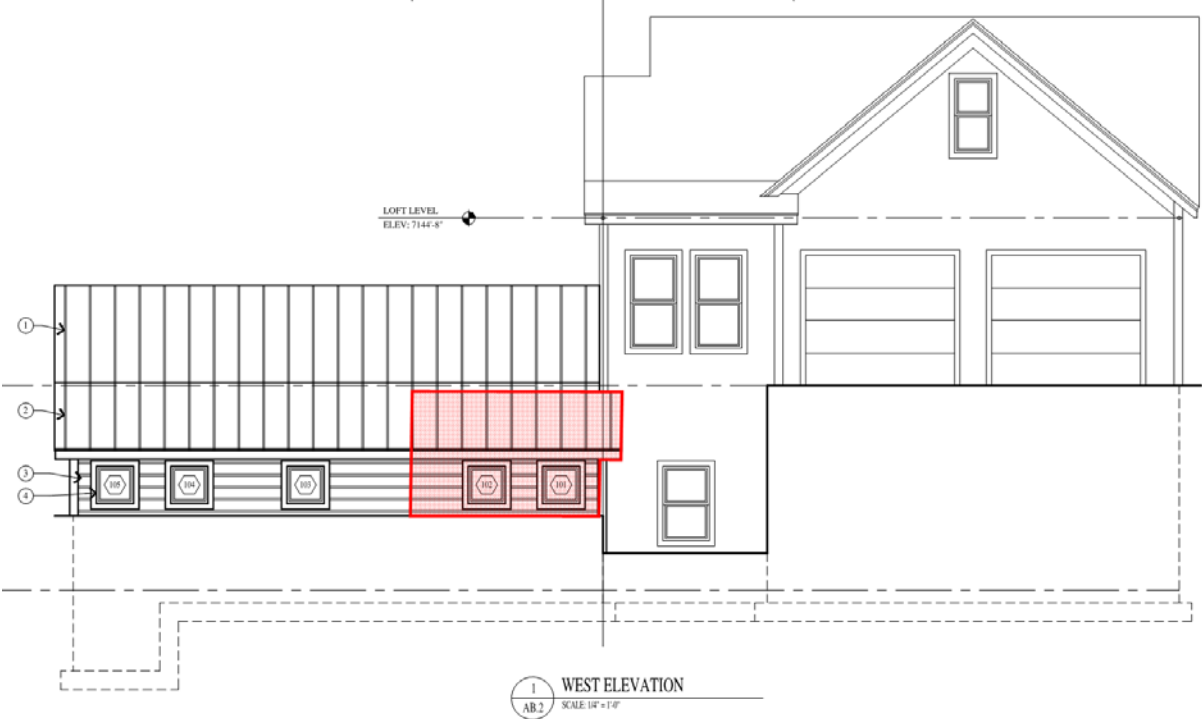


Figure 3: *3D renderings of the proposed addition and restoration provided by the architect. See Exhibit 2 for additional renderings.*



Purpose

The Purpose of the HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

Staff has provided an analysis of HPB's findings addressing the Material Deconstruction component that was denied (item #3).

- 3. A portion of the historic roof framing and rear (west) wall to accommodate an addition/connection to the existing non-historic south addition.

These findings addressing item #3 are derived from the Minutes of the February 6, 2019 HPB Meeting (Exhibit 2) and the Notice of Final Action (Exhibit 3). The Appellant has submitted an Appeal outlining their appeal points. For the Analysis, staff has included the Appellant's Appeal in Times New Roman regular and **bold** font. Staff's response to the appeal points reflecting HPB's findings are in *Arial Italics* and ***bold italics*** font. The entire Appellant's Appeal Submittal is included as Exhibit 1.

Appellant:

I am submitting this appeal on behalf of Heather and Jon Berkley, owners of the property at 424 Woodside Avenue. On February 6, 2019 the Historic Preservation Board denied an aspect of a proposed remodel addition for material deconstruction. The staff report and meeting minutes accompanying this application will provide back ground to the project.

The denial was specific to item #40 in the Findings of Facts. It states that "The applicant will remove a portion of the west facing roof structure and facade to accommodate a new addition" We believe that the Historic Preservation Board erred in their denial. We believe the board expanded the scope of review to include design issues and thus were swayed by these design issues. We believe that the HPB should have evaluated the proposed addition in regard to the material that was being removed and assessed if the removal of this material diminished the integrity of the historic form to a degree that would prevent the historic form from being identified. We believe that under this evaluation material deconstruction required for this addition must be approved.

Staff Response:

The HPB made their final action based on the criteria set forth in the HPB Material Deconstruction Checklist. The discussion and the findings of the Historic Preservation Board on February 6, 2019 are tied to the checklist criterion and applicable Design

Guidelines. This is reflected in the Findings of Fact of the February 6, 2019 Notice of Final Action (Exhibit 3).

Appellant:

The following is a listing of pertinent information:

1. The HPB staff report for material deconstruction dated Feb. 6, 2019 recommended approval of the proposed material deconstruction. This included item #40 in the Findings of Fact, page 31. "The applicant will remove a portion of the west facing roof structure and facade to accommodate a new addition"
2. In that report under Conclusions of Law, page 31, staff states that "The proposed complies with the Land Management Code requirements pursuant to the HR-1 district and regarding material deconstruction"
3. The area identified in the staff report, page 28, see also exhibit "A", incorrectly identifies the extent of the material to be removed
4. Exhibit "B" shows the corrected area of material to be removed
5. The existing historic roof area = 1212 sq. ft.
6. The proposed area to be removed = 155 sq. ft. or 12.8% of the total area
7. The proposed wall area to be removed = 35 sq. ft.

Staff Response:

The appellant has provided relevant facts and additional calculations above. The calculations were submitted as a part of the Appeal package and were not reviewed by the HPB. As is noted on page 5 of the February 6, 2019 HPB Minutes, a HPB member stated that 20% of the building was being removed to accommodate the proposed addition. The architect has provided an updated calculation in response to the HPB's comment. Staff finds that these provide additional context and analysis for the proposed area subject to the Material Deconstruction Review.

Appellant:

(Continued from previous list provided by Appellant)

8. Historic Preservation Board Material Deconstruction Checklist

1. N/A
2. The material deconstruction is required for the renovation, restoration, or rehabilitation of the building structure or object.

We believe that the proposed material deconstruction at the addition is an integral part of the re-use of this building by the owner. Staff, in the HDDR approval agrees that the proposed loss of material and the subsequent addition is compliant with the design guidelines.

3. Proposed exterior changes shall not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site and are not included in the proposed scope of work.

The proposed material deconstruction and subsequent addition does not diminish the historic form or architectural features. The staff and city council have both noted, on several occasions, that the primary façade of the home is the downhill, east elevation, hat faces Main Street.

4. The proposed scope of work mitigates any impacts that will occur to the visual character of the neighborhood where material deconstruction is proposed to occur; any impacts that will occur to the historical significance of the building, structure, or objects located on the property; any impact that will occur to the architectural integrity of the building, structure, or objects located on the property; and any impact that will compromise the structural stability of the historic building.

Scope of work was deemed acceptable to staff through the HDDR process.

Therefor the impacts are deemed mitigated.

5. The proposed scope of work mitigates to the greatest extent practical any impact to the historical importance of other structures located on the property and on adjacent parcels.

The building retains its historic importance which has been described by staff as the form and orientation towards main street. The scope of work represents minimal impact to the Woodside Avenue adjacent homes. As viewed from cross canyon, the proposed addition and material deconstruction are not visible.

6. Any addition to a historic building, site or structure has been found to be noncontributory to the historic integrity or historic significant or the structure or site.

We are not removing any non-contributory additions. We are asking to remove 12.8% of an existing roof form to facilitate reuse and enjoyment by the building owner.

Staff Response:

Based on the HPB's comments in the HPB meeting on February 6, 2019 (as reflected in the Meeting Minutes – Exhibit 2), staff has provided an analysis of each HPB Material Deconstruction Review Checklist criterion below:

Historic Preservation Board Material Deconstruction Review Checklist:

1. Routine Maintenance (including repair or replacement where there is no change in the design, materials, or general appearance of the elements of the structure or grounds) does not require Historic Preservation Board Review (HPBR).

The HPB found that the proposed Material Deconstruction is not routine maintenance.

2. The material deconstruction is required for the renovation, restoration, or rehabilitation of the building, structure, or object.

The HPB found that the proposed Material Deconstruction is not required for the restoration of the structure as there is already a 1990s addition and the structure will be Relocated ten feet (10') to the east.

3. Proposed exterior changes shall not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site and are not included in the proposed scope of work.

As is noted by the Appellant, the façade in question is considered the rear of the Historic Form. The HPB found that the removal of a portion of the rear façade and roof structure would compromise the Historic Integrity and ability to interpret the site from the Public Right-of-Way.

4. *The proposed scope of work mitigates any impacts that will occur to the visual character of the neighborhood where material deconstruction is proposed to occur; any impacts that will occur to the historical significance of the buildings, structures, or objects located on the property; any impact that will occur to the architectural integrity of the buildings, structures, or objects located on the property; and any impact that will compromise the structural stability of the historic building.*

The HPB found that the proposed Material Deconstruction would obstruct the Historic Structure. The HPB found that the Material Deconstruction would not result in the site maintaining the character of the streetscape.

5. *The proposed scope of work mitigates to the greatest extent practical any impact to the historical importance of other structures located on the property and on adjacent parcels.*

The HPB found that the proposed scope of work would have a negative impact on the historic importance of the structure as the additional material removal would have adverse effects that could not be mitigated. The HPB found that the visual impact to the structure and loss of material cannot be mitigated.

6. *Any addition to a Historic Building, Site, or Structure has been found to be non-contributory to the historic integrity or historical significance of the structure or site.*

This is not applicable.

Appellant:

(Continued from previous list provided by Appellant)

9. The HPB in their denial of item #40 "found that removal of a portion of the west facing roof structure and facade, would damage the historic integrity of the structure and did not comply with the criteria for material deconstruction

See response to checklist items above

10. HPB meeting minutes reflect a great deal of discussion about the proposed addition design. See attached meeting minutes Exhibit "C" as annotated (within Exhibit 1 of this staff report).

- a. Discussion of transitional element appropriateness
- b. Discussion of appropriateness of addition and why staff supported it
- c. Board member laments city council decision to allow home to be moved 10' to comply with zone setback
- d. Inaccurate assessment by board member of roof area to be removed
- e. Design issues raised by board and inaccurate representation of roof area to be removed
- f. Public comment in favor of proposed material deconstruction and subsequent addition
- g. City attorney makes distinction that addition should be viewed as rear of building by HPB
- h. Chair Stephens support of addition location as viewed as rear of home.

- i. Further discussion by board members about addition design.

Staff Response:

The HPB found that the proposed Material Deconstruction did not comply with the Historic Preservation Board Material Deconstruction Checklist (as is detailed in this staff report). The discussion and the findings of the Historic Preservation Board on February 6, 2019 are tied to the checklist criterion and applicable Design Guidelines.

Appellant:

(Continued from previous list provided by Appellant)

11. Review of the Universal Guidelines in the Historic District Guidelines provide additional support for the removal of material and subsequent addition.

UG 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 exist.

The proposed removal of material will occur at the rear of the building and represents 12.8% of the historic roof area. The historic form and orientation will remain.

UG 9. New additions, exterior alterations, or related new construction should not destroy historic material, features, and spatial relationships that characterize the site or building.

The historic form of the primary elevation and building orientation are preserved.

UG 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 or the historic property and its environment could be restored.

Roof structure in this location was replaced as part of a 1990's addition. The proposed area could be restored to its current form at any time.

Staff Response:

The HPB found that the removal of the rear wall and roof area as proposed would compromise the ability to interpret the Historic Form of the Historic Structure. The HPB found that the proposed Material Deconstruction would destroy Historic materials that characterize the building. In addition, the HPB found that the removal of the roof structure to accommodate the addition would destroy the historic material even if the new addition was removed in the future.

Appellant:

In conclusion, we believe that the removal of 12.8% of the existing historic west shed roof form and 35 sq. ft. of west elevation wall would not damage the historic integrity of the structure and does comply with the criteria for material deconstruction checklist. The important aspects of this home have been well documented to be the historic form and orientation as this building faces Main Street. Material deconstruction on the secondary elevation roof, in a limited area, should be approved.

We appeal to the city council to review the information presented here, read the meeting minutes, and recognize that the HPB erred in its denial. They failed to recognize the limits of

their review and that the proposed limited area of material deconstruction will not diminish the historic integrity of this home.

Staff Response:

The HPB found that the proposed Material Deconstruction did not comply with the Historic Preservation Board Material Deconstruction Checklist (as is detailed in this staff report). The discussion and the findings of the Historic Preservation Board on February 6, 2019 are tied to the checklist criterion and applicable Design Guidelines.

Process

As per the procedures for City Council Action on Appeals as found in Land Management Code § 15-1-18, the City Council may affirm, reverse, or affirm in part and reverse in part any properly appealed decision of the Planning Commission. The City Council may remand the matter to the appropriate body with directions for specific Areas of review or clarification. City Council review of petitions of appeal shall include a public hearing and be limited to consideration of only those matters raised by the petition(s), unless the Council by motion enlarges the scope of the appeal to accept information on other matters.

The Applicant or any Person aggrieved by City action on the project may appeal the Final Action by the City Council to a court of competent jurisdiction. The decision of the Council stands, and those affected by the decision may act in reliance on it unless and until the court enters an interlocutory or final order modifying the decision.

Department Review

This project has been reviewed by Planning, Legal, and Executive.

Notice

On April 4, 2019 notice was mailed to property owners within 100 feet and the property was posted. Legal notice was also published on the Utah Public Notice Website and Park Record on April 6, 2019 according to requirements of the LMC.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may affirm the Historic Preservation Board's decision for the Material Deconstruction at 424 Woodside Avenue; or
- The City Council may reverse the Historic Preservation Board's decision; or
- The City Council may affirm in part and reverse in part the Historic Preservation Board's decision; or
- The City Council may remand the matter back to the Historic Preservation Board with directions for specific areas of review or clarification; or
- The City Council may request specific additional information and may continue the discussion to a date uncertain.

Significant Impacts

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

Summary Recommendation

Staff recommends the City Council review the Appeal of the Historic Preservation Board's decision regarding Material Deconstruction of a Significant Structure at 424 Woodside Avenue and consider upholding the Historic Preservation Board's Denial.

Exhibits

Exhibit 1 – Appellant's Submitted Appeal and Exhibits

Exhibit 2 – February 6, 2019 Historic Preservation Board [Staff Report](#) + [Minutes](#), page 2

Exhibit 3 – February 6, 2019 Historic Preservation Board Notice of Final Action

Staff has provided two (2) orders for the City Council to consider. One (1) order is to uphold the Historic Preservation Board's decision and one (1) order is to grant the Appeal. These can be amended by City Council as needed.

PROPOSED ORDER DENYING APPEAL AND UPHOLDING THE HISTORIC PRESERVATION BOARD MATERIAL DECONSTRUCTION DENIAL:

Findings of Fact:

1. The Duplex Dwelling located at 424 Woodside Avenue is listed as "Significant" on the Park City Historic Sites Inventory (HSI).
2. The property is located in the Historic Residential (HR-1) zone.
3. The Historic Structure faces towards Main Street in that the original primary entrance faces east. In 1993, a 700 square foot (SF) addition was constructed to the south of the Historic Structure to create the Duplex Dwelling Use.
4. In 2005 a Plat Amendment was approved creating a 75 foot wide lot by combining three (3) existing lots into one legal lot of record. The Historic Structure straddles two (2) of the three (3) lots that were combined.
5. On November 16, 2016, the applicant submitted a HDDR Application for the subject property. At the time, the project scope of the HDDR included: Reorient (rotate) the Historic Structure so that the primary entrance faces Woodside Avenue (west) and Relocate the Historic Structure ten feet (10') to the east in order to comply with the minimum Front Yard Setback.
6. After working with the applicant on the required materials for their submittal, the current HDDR application was deemed complete on March 2, 2017. Between March 2, 2017 and the first HPB meeting on July 19, 2017, staff provided the applicant with redline comments and re-reviewed new plans addressing those comments once submitted by the applicant.
7. The Historic Preservation Board held a public hearing and continued this item on July 19th, 2017.
8. The Historic Preservation Board held a public hearing and continued this item on October 4th, 2017.
9. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on December 5th, 2017.
10. The Historic Preservation Board held a public hearing and continued this item on February 7th, 2018.
11. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on March 7th, 2018 in order to facilitate a site visit at the request of the applicant.
12. The Historic Preservation Board conducted a site visit, held a public hearing, discussed the item, and continued this item on April 4th, 2018.
13. The Historic Preservation Board held a public hearing, discussed the item, and denied the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue with a 5 to 1 vote on May 2, 2018.
14. On May 22, 2018, staff issued a Denial Letter for the HDDR application.
15. On June 4, 2018, the City received an application for an appeal of the Historic Preservation Board's decision for the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue. On June 15, 2018, the Appellant provided

supplemental information. This application was accepted within 30 days of the Final Action of the HPB.

16. On July 12, 2018 the City Council reviewed the appeal, held a public hearing, and directed staff to return with findings of fact granting the Appeal in part to approve the Relocation and deny the Appeal in part to uphold the HPB's decision regarding the Reorientation.
17. On August 2, 2018, City Council continued the discussion to August 16, 2018 regarding the ratification of the Findings of Fact for the Appeal.
18. On August 16, 2018, City Council granted the Appeal in part to approve the Relocation and denied the Appeal in part to uphold the HPB's decision regarding the Reorientation.
19. On December 7, 2018, the applicant submitted drawings that complied with the City Council's August 16, 2018 action and the Land Management Code. The new proposal is to relocate the structure ten feet (10') to the east, lift the structure one foot eleven inches (1'11"), renovate the historic portion of the structure, and construct an addition between the existing south addition and historic portion of the structure.
20. After internal staff review of the revised proposal and new plans submitted on December 7, 2018, staff prepared a staff report for the February 6, 2019 HPB meeting recommending approval of the proposed Material Deconstruction for the following materials on the Significant Site:
 - 1) Existing non-Historic windows and non-historic doors
 - 2) A non-historic east facing addition
 - 3) A portion of the historic roof framing and rear (west) wall to accommodate an addition/connection to the existing non-historic south addition.
21. The HPB approved items #1 and #2 above and denied item #3 with a 4 to 1 vote.
22. The appellant is requesting that the City Council review the decision made by the Historic Preservation Board (HPB) to deny Item #3 - the removal of a portion of the historic roof framing to accommodate an addition/connection to the existing non-historic south addition as a part of the Historic District Design Review (HDDR) application.
23. On March 8, 2019, the City received an application for an appeal of the February 6, 2019 Historic Preservation Board decision for the Material Deconstruction at 424 Woodside Avenue. This application was accepted within 30 days of the Final Action of the HPB.
24. The appellant provided a letter detailing the Appeal points related to the denial of item #3 including, but not limited to:
 - The Historic Preservation Board erred in their review authority
 - Relevant facts and additional calculations
 - Analysis of the Historic Preservation Board's Material Deconstruction Checklist
 - Analysis of the applicable Design Guidelines
25. The discussion and the findings of the Historic Preservation Board on February 6, 2019 are tied to the checklist criterion and applicable Design Guidelines as reflected in Findings 26 through 34 below.

26. The proposed Material Deconstruction of a portion of the west facing roof structure and façade does not comply with the Historic Preservation Board Material Deconstruction Checklist.
27. The proposed Material Deconstruction of a portion of the west facing roof structure and façade is not routine maintenance.
28. The proposed Material Deconstruction of a portion of the west facing roof structure and façade is not required for the restoration of the structure as there is already a 1990s addition and the structure will be Relocated ten feet (10') to the east.
29. The removal of a portion of the rear façade and roof structure would compromise the Historic Integrity and ability to interpret the site from the Public Right-of-Way.
30. The proposed Material Deconstruction of a portion of the west facing roof structure and façade would obstruct the Historic Structure. The Material Deconstruction would not result in the site maintaining the character of the streetscape.
31. The proposed scope of work would have a negative impact on the historic importance of the structure as the additional material removal would have adverse effects that could not be mitigated. The visual impact to the structure and loss of material cannot be mitigated.
32. The removal of the rear wall and roof area as proposed would compromise the ability to interpret the Historic Form of the Historic Structure. The proposed Material Deconstruction would destroy Historic materials that characterize the building. In addition, the removal of the roof structure to accommodate the addition would destroy the historic material even if the new addition was removed in the future.
33. The removal of a portion of the west facing roof structure and façade to accommodate a new addition would damage the historic integrity does not comply with the criteria for Material Deconstruction.
34. On February 6, 2019, the Historic Preservation Board approved the following:
 - Replace the non-historic materials with historically compatible materials. The removal of the proposed non-historic materials will assist in restoring the duplex dwelling to its Historic Form because the existing non-historic materials are incompatible and/or beyond repair.
 - Remove the non-historic windows. Replacement windows will not change the dimensions of the existing windows and will be compatible with the historic structure.
 - Remove the non-historic east entrance railing.
 - Remove the foundation to accommodate a new basement foundation.
 - Remove the non-historic door on the north façade. Replacement door will not change the dimensions of the existing door and will be compatible with the historic structure.
 - Remove the non-historic rear porch enclosure. The applicant will reconstruct the historic porch. The reconstructed porch will require the removal of a portion of the roof; however, this will restore an architectural feature that was previously removed.
 - The removal of the proposed non-historic materials will assist in the renovation of the duplex dwelling to its Historic Form because the existing non-historic materials are incompatible and/or beyond repair. In addition, the applicant will be restoring Historic features that have been lost.

Conclusions of Law:

1. The proposal does not comply with the Land Management Code requirements pursuant to the HR-1 District and regarding material deconstruction.

Order:

1. The appeal of the Historic Preservation Board's Denial of the Material Deconstruction of the Historic Structure at 424 Woodside Avenue is denied. The decision of the Historic Preservation Board is upheld.

PROPOSED ORDER GRANTING THE APPEAL OF THE HISTORIC PRESERVATION BOARD MATERIAL DECONSTRUCTION DENIAL:

Findings of Fact:

1. The Duplex Dwelling located at 424 Woodside Avenue is listed as "Significant" on the Park City Historic Sites Inventory (HSI).
2. The property is located in the Historic Residential (HR-1) zone.
3. The Historic Structure faces towards Main Street in that the original primary entrance faces east. In 1993, a 700 square foot (SF) addition was constructed to the south of the Historic Structure to create the Duplex Dwelling Use.
4. In 2005 a Plat Amendment was approved creating a 75 foot wide lot by combining three (3) existing lots into one legal lot of record. The Historic Structure straddles two (2) of the three (3) lots that were combined.
5. On November 16, 2016, the applicant submitted a HDDR Application for the subject property. At the time, the project scope of the HDDR included: Reorient (rotate) the Historic Structure so that the primary entrance faces Woodside Avenue (west) and Relocate the Historic Structure ten feet (10') to the east in order to comply with the minimum Front Yard Setback.
6. After working with the applicant on the required materials for their submittal, the current HDDR application was deemed complete on March 2, 2017. Between March 2, 2017 and the first HPB meeting on July 19, 2017, staff provided the applicant with redline comments and re-reviewed new plans addressing those comments once submitted by the applicant.
7. The Historic Preservation Board held a public hearing and continued this item on July 19th, 2017.
8. The Historic Preservation Board held a public hearing and continued this item on October 4th, 2017.
9. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on December 5th, 2017.
10. The Historic Preservation Board held a public hearing and continued this item on February 7th, 2018.
11. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on March 7th, 2018 in order to facilitate a site visit at the request of the applicant.
12. The Historic Preservation Board conducted a site visit, held a public hearing, discussed the item, and continued this item on April 4th, 2018.
13. The Historic Preservation Board held a public hearing, discussed the item, and denied the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue with a 5 to 1 vote on May 2, 2018.
14. On May 22, 2018, staff issued a Denial Letter for the HDDR application.
15. On June 4, 2018, the City received an application for an appeal of the Historic Preservation Board's decision for the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue. On June 15, 2018, the Appellant provided supplemental information. This application was accepted within 30 days of the Final Action of the HPB.
16. On July 12, 2018 the City Council reviewed the appeal, held a public hearing, and directed staff to return with findings of fact granting the Appeal in part to approve the

Relocation and deny the Appeal in part to uphold the HPB's decision regarding the Reorientation.

17. On August 2, 2018, City Council continued the discussion to August 16, 2018 regarding the ratification of the Findings of Fact for the Appeal.
18. On August 16, 2018, City Council granted the Appeal in part to approve the Relocation and denied the Appeal in part to uphold the HPB's decision regarding the Reorientation.
19. On December 7, 2018, the applicant submitted drawings that complied with the City Council's August 16, 2018 action and the Land Management Code. The new proposal is to relocate the structure ten feet (10') to the east, lift the structure one foot eleven inches (1'11"), renovate the historic portion of the structure, and construct an addition between the existing south addition and historic portion of the structure.
20. After internal staff review of the revised proposal and new plans submitted on December 7, 2018, staff prepared a staff report for the February 6, 2019 HPB meeting recommending approval of the proposed Material Deconstruction for the following materials on the Significant Site:
 - 4) Existing non-Historic windows and non-historic doors
 - 5) A non-historic east facing addition
 - 6) A portion of the historic roof framing and rear (west) wall to accommodate an addition/connection to the existing non-historic south addition.
21. The HPB approved items #1 and #2 above and denied item #3 with a 4 to 1 vote.
22. The appellant is requesting that the City Council review the decision made by the Historic Preservation Board (HPB) to deny Item #3 - the removal of a portion of the historic roof framing to accommodate an addition/connection to the existing non-historic south addition as a part of the Historic District Design Review (HDDR) application.
23. On March 8, 2019, the City received an application for an appeal of the February 6, 2019 Historic Preservation Board decision for the Material Deconstruction at 424 Woodside Avenue. This application was accepted within 30 days of the Final Action of the HPB.
24. The appellant provided a letter detailing the Appeal points related to the denial of item #3 including, but not limited to:
 - The Historic Preservation Board erred in their review authority
 - Relevant facts and additional calculations
 - Analysis of the Historic Preservation Board's Material Deconstruction Checklist
 - Analysis of the applicable Design Guidelines
25. Planning Staff has prepared findings 26 through 30 below reflecting that the proposed Material Deconstruction of a portion of the west facing roof structure and façade complies with the Historic Preservation Board Material Deconstruction Checklist.
26. The removal of a portion of the rear façade and roof structure will not compromise the Historic Integrity or ability to interpret the site from the Public Right-of-Way.
27. The proposed Material Deconstruction of a portion of the west facing roof structure and façade will not obstruct the Historic Structure.

28. The proposed scope of work will have no negative impact on the historic importance of the structure as the additional material removal is minor and allows for a visual transition between the 1990s addition and the existing Historic Structure.
29. The removal of the rear wall and roof area as proposed will not compromise the ability to interpret the Historic Form of the Historic Structure.
30. The removal of a portion of the west facing roof structure and façade to accommodate a new addition will not damage the historic integrity of the structure or site.

Conclusions of Law:

1. The proposal complies with the Land Management Code requirements pursuant to the HR-1 District and regarding material deconstruction.

Order:

2. The appeal of the Historic Preservation Board's Denial of the Material Deconstruction of the Historic Structure at 424 Woodside Avenue is granted.

Conditions of Approval:

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal stamped in on December 7, 2018. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
2. Where the historic exterior materials cannot be repaired, they shall be replaced with materials that match the original in all respects: scale, dimension, texture, profile, material and finish. Prior to removing and replacing historic materials, the applicant shall demonstrate to the Planning Director and Project Planner that the materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. No historic materials may be disposed of prior to advance approval by the Planning Director and Project Planner.
3. Any deviation from approved Material Deconstruction will require review by the Historic Preservation Board.
4. A structural engineer shall be responsible for creating a cribbing plan prior to the house being supported from the interior for the installation of the new concrete foundation. Within five (5) days of installation, the structural engineer will inspect and approve the cribbing as constructed. If the cribbing is to be relocated or altered at any time during the construction of the foundation, the structural engineer shall create and approve a new cribbing plan. The structural engineer shall re-inspect and re-approve the cribbing within five (5) days of any relocation or alteration to the cribbing.
5. Historic buildings which are lifted must be returned to the completed foundation within 45 days of lifting the building. Failure to do so will be a violation of the Preservation Plan and enforcement action through the financial guarantee for historic preservation could take place. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, he

determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.

6. The Preservation Plan must include a review and stamp by a licensed and registered structural engineer on the proposed cribbing or shoring methods. If the contractor makes a revision to the cribbing or shoring plan, the structural engineer must approve the change in writing. Cribbing or shoring must be of engineered materials. Screw-type jacks for raising and lowering the building are not allowed. The owner (or through its agent or the contractor) is responsible for notifying the Planning Department if changes are made.

March 8, 2019

Park City Municipal Corporation
443 Marsac Avenue
Park City, Utah 84060

Attn: City Council

Re: Berkley Residence
424 Woodside Avenue
Park City, UT
Appeal of Historic District Commission action
February 6, 2019

Dear City Council,

I am submitting this appeal on behalf of Heather and Jon Berkley, owners of the property at 424 Woodside Avenue. On February 6, 2019 the Historic Preservation Board denied an aspect of a proposed remodel addition for material deconstruction. The staff report and meeting minutes accompanying this application will provide back ground to the project.

The denial was specific to item #40 in the Findings of Facts. It states that "The applicant will remove a portion of the west facing roof structure and façade to accommodate a new addition" We believe that the Historic Preservation Board erred in their denial. We believe the board expanded the scope of review to include design issues and thus were swayed by these design issues. We believe that the HPB should have evaluated the proposed addition in regard to the material that was being removed and assessed if the removal of this material diminished the integrity of the historic form to a degree that would prevent the historic form from being identified. We believe that under this evaluation material deconstruction required for this addition must be approved.

The following is a listing of pertinent information:

1. The HPB staff report for material deconstruction dated Feb. 6, 2019 recommended approval of the proposed material deconstruction. This included item #40 in the Findings of Fact, page 31. "The applicant will remove a portion of the west facing roof structure and façade to accommodate a new addition"
2. In that report under Conclusions of Law, page 31, staff states that" The proposed complies with the Land Management Code requirements pursuant to the HR-1 district and regarding material deconstruction"
3. The area identified in the staff report, page 28, see also exhibit "A", incorrectly identifies the extent of the material to be removed

4. Exhibit "B" shows the corrected area of material to be removed
5. The existing historic roof area = 1212 sq. ft.
6. The proposed area to be removed = 155 sq. ft. or 12.8% of the total area
7. The proposed wall area to be removed = 35 sq. ft.
8. Historic Preservation Board Material Deconstruction Checklist
 1. N/A
 2. The material deconstruction is required for the renovation, restoration, or rehabilitation of the building structure or object.

We believe that the proposed material deconstruction at the addition is an integral part of the re-use of this building by the owner. Staff, in the HDDR approval agrees that the proposed loss of material and the subsequent addition is compliant with the design guidelines.

3. Proposed exterior changes shall not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site and are not included in the proposed scope of work.

The proposed material deconstruction and subsequent addition does not diminish the historic form or architectural features. The staff and city council have both noted, on several occasions, that the primary façade of the home is the downhill, east elevation, that faces Main Street.

4. The proposed scope of work mitigates any impacts that will occur to the visual character of the neighborhood where material deconstruction is proposed to occur; any impacts that will occur to the historical significance of the building, structure, or objects located on the property; any impact that will occur to the architectural integrity of the building, structure, or objects located on the property; and any impact that will compromise the structural stability of the historic building.

Scope of work was deemed acceptable to staff through the HDDR process. There for the impacts are deemed mitigated.

5. The proposed scope of work mitigates to the greatest extent practical any impact to the historical importance of other structures located on the property and on adjacent parcels

The building retains its historic importance which has been described by staff as the form and orientation towards main street. The scope of work represents minimal impact to the Woodside Avenue adjacent homes. As viewed from cross canyon, the proposed addition and material deconstruction are not visible.

6. Any addition to a historic building, site or structure has been found to be non-contributory to the historic integrity or historic significant or the structure or site.

We are not removing any non-contributory additions. We are asking to remove 12.8% of an existing roof form to facilitate reuse and enjoyment by the building owner.

9. The HPB in their denial of item #40 "found that removal of a portion of the west facing roof structure and façade, would damage the historic integrity of the structure and did not comply with the criteria for material deconstruction

See response to checklist items above

10. HPB meeting minutes reflect a great deal of discussion about the proposed addition design. See attached meeting minutes Exhibit "C" as annotated.
- a. Discussion of transitional element appropriateness
 - b. Discussion of appropriateness of addition and why staff supported it
 - c. Board member laments city council decision to allow home to be moved 10' to comply with zone setback
 - d. Inaccurate assessment by board member of roof area to be removed
 - e. Design issues raised by board and inaccurate representation of roof area to be removed
 - f. Public comment in favor of proposed material deconstruction and subsequent addition
 - g. City attorney makes distinction that addition should be viewed as rear of building by HPB
 - h. Chair Stephens support of addition location as viewed as rear of home.
 - i. Further discussion by board members about addition design.
11. Review of the Universal Guidelines in the Historic District Guidelines provide additional support for the removal of material and subsequent addition.

UG 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 exist.

The proposed removal of material will occur at the rear of the building and represents 12.8% of the historic roof area. The historic form and orientation will remain.

UG 9. New additions, exterior alterations, or related new construction should not destroy historic material, features, and spatial relationships that characterize the site or building.

The historic form of the primary elevation and building orientation are preserved.

UG 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.

Roof structure in this location was replaced as part of a 1990's addition. The proposed area could be restored to its current form at any time.

In conclusion, we believe that the removal of 12.8% of the existing historic west shed roof form and 35 sq. ft. of west elevation wall would not damage the historic integrity of the structure and does comply with the criteria for material deconstruction checklist. The important aspects of this home have been well documented to be the historic form and orientation as this building faces Main Street. Material deconstruction on the secondary elevation roof, in a limited area, should be approved.

We appeal to the city council to review the information presented here, read the meeting minutes, and recognize that the HPB erred in its denial. They failed to recognize the limits of their review and that the proposed limited area of material deconstruction will not diminish the historic integrity of this home.

Sincerely,



Jonathan DeGray - Architect

PARK CITY MUNICIPAL CORPORATION
PLANNING DEPARTMENT
445 MARSAC AVE ° PO BOX 1480
PARK CITY, UT 84060
(435) 615-5060



APPEAL OF A LAND USE DETERMINATION

For Office Use Only

BOARD REVIEW

APPROVED _____

DENIED _____

PROJECT PLANNER _____

APPLICATION # _____

DATE RECEIVED _____

EXPIRATION _____

PROJECT BEING APPEALED

PROJECT NAME: 424 WOODSIDE AVE

ADDRESS: 424 WOODSIDE AVE

LAND USE AUTHORITY
BEING APPEALED: HISTORIC PRESERVATION BOARD

DATE OF FORMAL
ACTION: FEB. 6, 2019

APPELLANT INFORMATION

NAME: JON BERKLEY

MAILING
ADDRESS: 9308 TOURNAMENT
CANYON DR.

LAS VEGAS, NV 89144

PHONE #: (702) 254-7796

EMAIL: jon@intrepidgaming.com

APPLICANT REPRESENTATIVE

NAME: JONATHAN DEGRAY

MAILING
ADDRESS: PO BOX 1674
PARK CITY, UT 84060

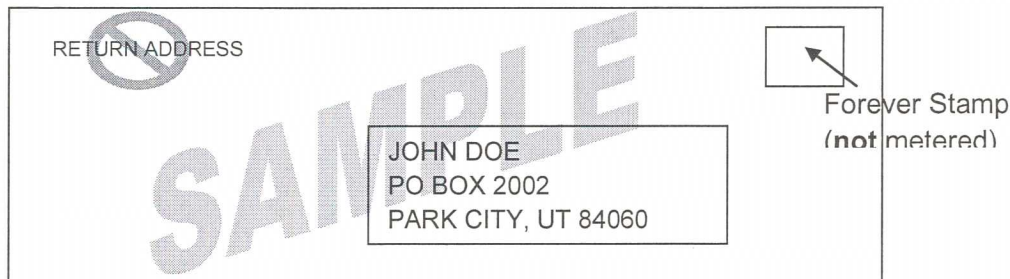
PHONE #: (435) 649-7263

EMAIL: degray.arche@westoffice.net

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

SUBMITTAL REQUIREMENTS – All of the following items must be included in order for the Planning Department to take the application.

1. Completed and signed application form.
2. Application Fee: \$500
3. Appeals must be by letter or petition, and must contain the name, address, and telephone number of the petitioner; his or her relationship to the project or subject Property; and must have a comprehensive statement of all the reasons for the appeal, including specific provisions of the law, if known, that are alleged to be violated by the action taken
4. Any additional information that will assist in clearly understanding the nature of the appeal.
5. List of property owners, names, and addresses to all parties who received mailed notice for the action being appealed. The distance is measured from the property line, not the location of the request. Please provide the Summit County Assessor's Parcel Number for each property if possible.
6. Stamped, addressed #10 size business envelopes for all parties who received a mailed notice for the action being appeal.
 - Envelopes (example given below of proper addressing) with mailing labels and stamps affixed. ***Please do not use self-adhesive style envelopes, do not include a return address, and do not use metered postage.***
 - **Stamps must be USPS Forever**
 - **Envelopes shall be provided within fourteen (14) days of filing the appeal.**



7. One (1) electronic copy of the required materials in PDF format.

PLEASE NOTE:

STANDING TO APPEAL: The following has standing to appeal a Final Action:

1. Any Person who submitted written comment or testified on a proposal before the Planning Department, Historic Preservation Board or Planning Commission
2. The Owner of any Property within three hundred feet (300') of the boundary of the subject site;
3. Any City official, Board or Commission having jurisdiction over the matter; and
4. The Owner of the subject Property

TIMING: All appeals must be made within ten (10) calendar days of the Final Action except for an appeal from a decision by the historic preservation authority which is Staff regarding the Design Guidelines for Historic Districts and Historic Sites or a decision by the Historic Preservation Board regarding a land use

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

application, the applicant may appeal the decision within thirty (30) days after the day on which the historic preservation authority issues a written decision. The reviewing body, with the consultation of the appellant, shall set a date for the appeal. All appeals shall be heard by the reviewing body within forty-five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise.

FORM OF APPEALS: Appeals to the Planning Commission, Board of Adjustment, or Historic Preservation Board must be filed with the Planning Department. Appeals to the City Council must be filed with the City Recorder. Appeals must be by letter or petition, and must contain the name, address, and telephone number of the petitioner; his or her relationship to the project or subject Property; and must have a comprehensive statement of all the reasons for the appeal, including specific provisions of the law, if known, that are alleged to be violated by the action taken. The Appellant shall pay the applicable fee established by resolution when filing the appeal. The Appellant shall present to the appeal authority every theory of relief that it can raise in district court. The Appellant shall provide required envelopes within fourteen (14) days of filing the appeal.

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me that it has been deemed complete.

I will keep myself informed of the deadlines for submission of material and the progress of this application. I understand that a staff report will be made available for my review three days prior to any public hearings or public meetings. This report will be on file and available at the Planning Department in the Marsac Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization with the study.

Signature of Applicant:


Jon BEAKLEY

Name of Applicant:

Mailing Address:

9308 TOURNAMENT CANYON DR.
LAS VEGAS, NV 89199

Phone:

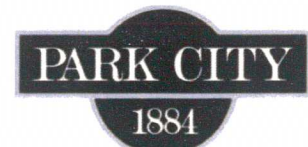
702.254.7796

Fax:

Email:

Jon@Intrepidgaming.com

Type of Application:



Planning Department

Historic Preservation Board Staff Report

Author: Hannah M. Tyler
Subject: Material Deconstruction Review
Address: 424 Woodside Avenue
Project Number: PL-16-03379
Date: February 6, 2019
Type of Item: Administrative – Material Deconstruction

Summary Recommendation:

Staff recommends the Historic Preservation Board (HPB) conduct a public hearing and approve the material deconstruction and associated repairs to the Significant duplex dwelling at 424 Woodside Avenue pursuant to the following findings of fact, conclusions of law, and conditions of approval.

Topic:

Address: 424 Woodside Avenue
Designation: Significant
Applicant: Jon and Heather Berkley (Represented by Jonathan DeGray, Architect)
Proposal: Relocate the structure ten feet (10') to the east, lift the structure one foot eleven inches (1'11"), renovate the historic portion of the structure, and construct an addition between the existing south addition and historic portion of the structure.

Background:

On May 2, 2018, the HPB reviewed the proposed Relocation and Reorientation of a Significant Site and denied the proposal with a 5 to 1 vote ([Staff Report, page 23](#) + [Minutes, page 2](#)). This action was Appealed by the applicant. The City Council reviewed the Appeal on July 12, 2018 ([Staff Report, New Business Item #7](#) + [Minutes, page 12](#)). On July 12, 2018, City Council gave staff direction to prepare findings to grant the Appeal in part to approve the Relocation and deny the Appeal in part to uphold the Historic Preservation Board's decision regarding the Reorientation. City Council continued the discussion to August 16, 2018 regarding the ratification of the Findings of Fact for the Appeal on August 2, 2018 ([Staff Report](#) + [Minutes, page 10](#)). On August 16, 2018, City Council granted the Appeal in part to approve the Relocation and denied the Appeal in part to uphold the HPB's decision regarding the Reorientation ([Staff Report](#) + [Minutes, page 7](#)).

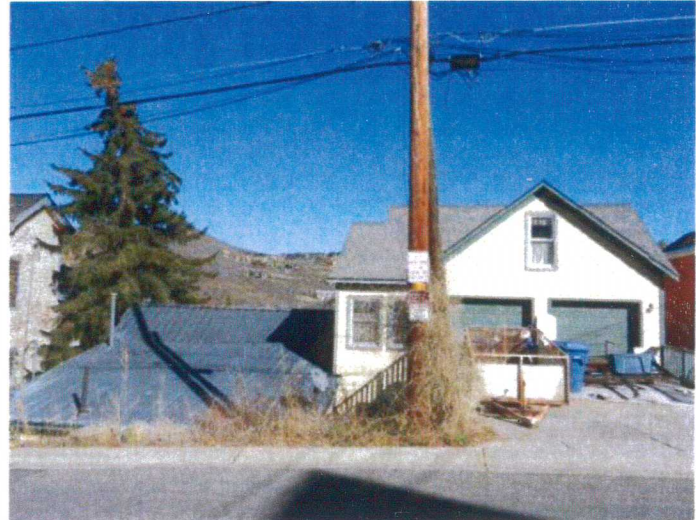
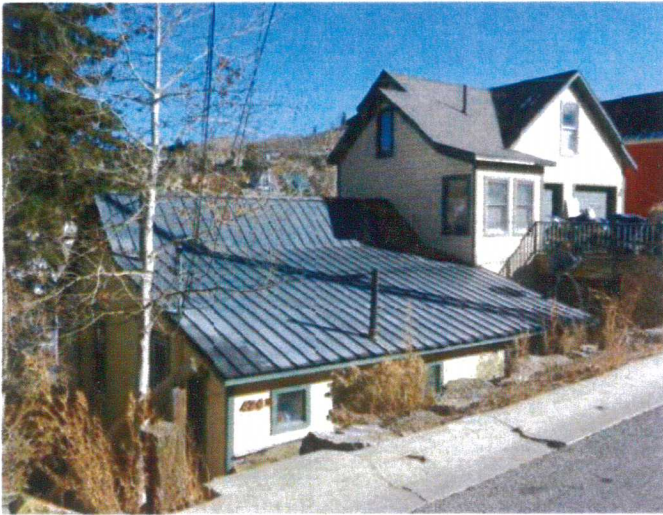
Since August 16, 2018, staff has been working with the applicant to revise the plans to conform to the City Council's decision. On December 7, 2018, the applicant submitted plans that complied with the Land Management Code and City Council's decision.

The new proposal is to Relocate the Structure ten feet (10') to the east and construct an addition between the existing addition to the south and the historic portion of the structure along the west façade. The historic portion of the structure will be renovated

and lifted one foot eleven inches (1'11"). During construction, the entire structure will be reinforced so that it can be lifted in whole to accommodate the relocation and then set back down on the new basement foundation ten feet (10') to the east.

A complete background of this project can be found in the May 2, 2018 HPB Staff Report, ([Staff Report, page 23](#) + [Minutes, page 2](#)). Figures 1 identifies the current conditions of the Historic Structure. Photographs provided by Jonathan DeGray.

Figure 1: Current Site Orientation – Photographs West Façade



Analysis:

The following Material Deconstruction work is proposed for the duplex dwelling at 424 Woodside Avenue:

- 1 • Removal of the non-historic windows. Replacement windows will not change the dimensions of the existing historic windows openings and will be compatible with the historic windows visible in the historic photographs of this site.
- 2 • Removal of the non-historic east entrance railing to accommodate the restoration of the historic east facing porch that was removed.
- 3 • Removal of existing foundation to accommodate a new basement foundation.
- 4 • Removal of non-historic door on the north façade. Replacement door will not change the dimensions of the existing historic door opening and will be compatible with the historic photographic evidence.
- 5 • Removal of non-historic rear porch enclosure. The applicant will reconstruct the historic porch that is visible in the historic photographs. The reconstructed porch will require the removal of a portion of the roof; however, this will return the structure to its Period of Historic Significance.
- 6 • Removal of a portion of the west facing roof structure and façade to accommodate a new addition. The new addition complies with the Design Guidelines for Historic Districts and Historic Sites.

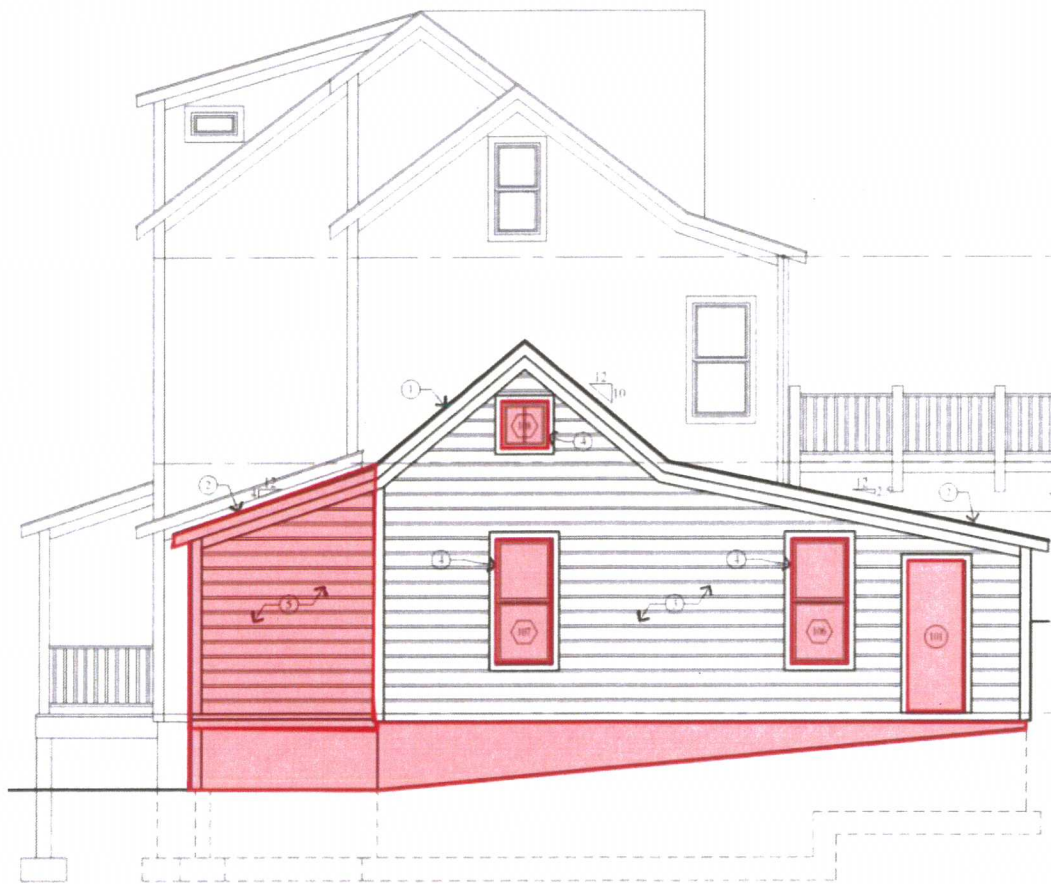
The applicant intends to replace non-historic materials with historically compatible materials. As is detailed in the previous staff reports, there is a tremendous amount of

historic photographs which show this structure from multiple perspectives. Staff finds that the removal of the proposed non-historic materials will assist in restoring the duplex dwelling to its Historic Form because the existing non-historic materials are incompatible and/or beyond repair.

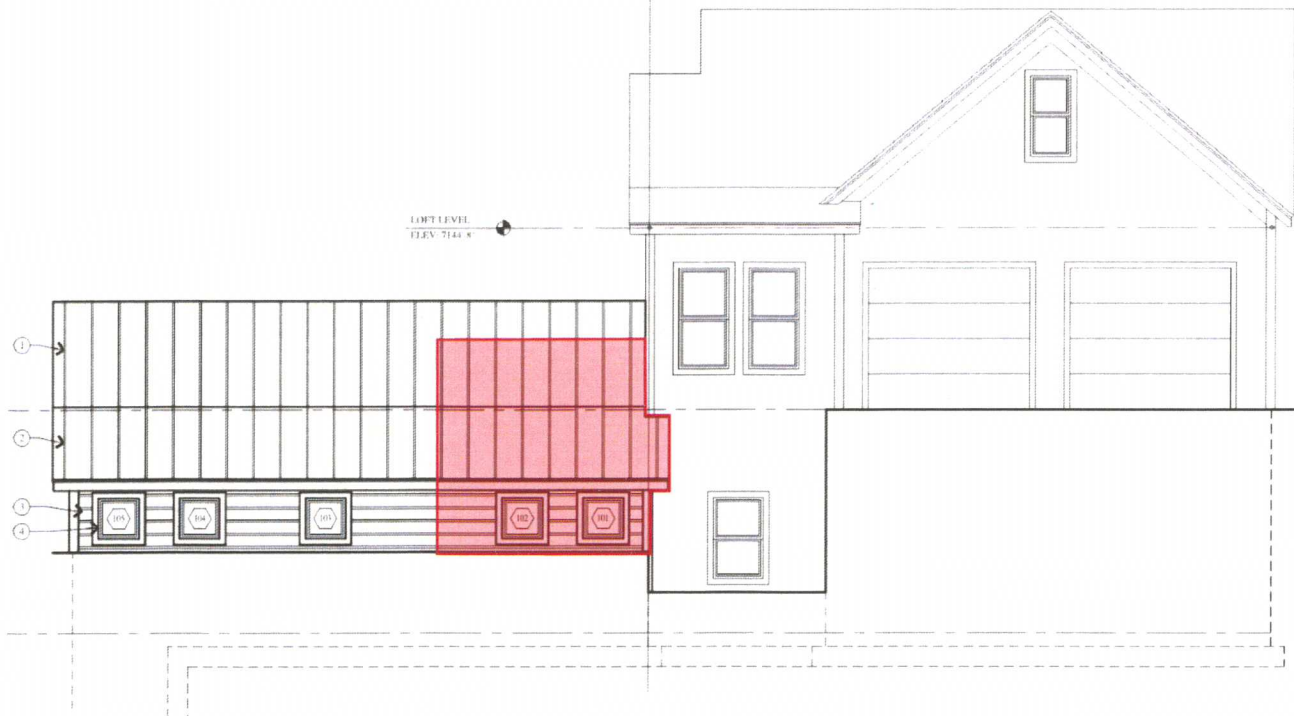
Figure 2 identifies the areas that are to removed (red shaded areas) on the duplex dwelling.

Figure 2: Areas (shaded red) that are to be removed from the single-family dwelling





North (Side) Elevation



East Elevation

Recommendation:

Staff recommends the Historic Preservation Board (HPB) conduct a public hearing and approve the material deconstruction and associated repairs to the Significant duplex dwelling at 424 Woodside Avenue pursuant to the following findings of fact, conclusions of law, and conditions of approval.

Finding of Fact:

1. The Duplex Dwelling located at 424 Woodside Avenue is listed as "Significant" on the Park City Historic Sites Inventory (HSI).
2. The property is located in the Historic Residential (HR-1) zone.
3. The Historic Structure faces towards Main Street in that the original primary entrance faces east. In 1993, a 700 square foot (SF) addition was constructed to the south of the Historic Structure to create the Duplex Dwelling Use.
4. In 2005 a Plat Amendment was approved creating a 75 foot wide lot by combining three (3) existing lots into one legal lot of record. The Historic Structure straddles two (2) of the three (3) lots that were combined.
5. On November 16, 2016, the applicant submitted a HDDR Application for the subject property. At the time, the project scope of the HDDR included: Reorient (rotate) the Historic Structure so that the primary entrance faces Woodside Avenue (west) and Relocate the Historic Structure ten feet (10') to the east in order to comply with the minimum Front Yard Setback.
6. After working with the applicant on the required materials for their submittal, the current HDDR application was deemed complete on March 2, 2017. Between March 2, 2017 and the first HPB meeting on July 19, 2017, staff provided the applicant with redline comments and re-reviewed new plans addressing those comments once submitted by the applicant.
7. The Historic Preservation Board held a public hearing and continued this item on July 19th, 2017.
8. The Historic Preservation Board held a public hearing and continued this item on October 4th, 2017.
9. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on December 5th, 2017.
10. The Historic Preservation Board held a public hearing and continued this item on February 7th, 2018.
11. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on March 7th, 2018 in order to facilitate a site visit at the request of the applicant.
12. The Historic Preservation Board conducted a site visit, held a public hearing, discussed the item, and continued this item on April 4th, 2018.
13. The Historic Preservation Board held a public hearing, discussed the item, and denied the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue with a 5 to 1 vote on May 2, 2018.
14. On May 22, 2018, staff issued a Denial Letter for the HDDR application.
15. On June 4, 2018, the City received an application for an appeal of the Historic Preservation Board's decision for the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue. On June 15, 2018, the Appellant provided

supplemental information. This application was accepted within 30 days of the Final Action of the HPB.

16. On July 12, 2018 the City Council reviewed the appeal, held a public hearing, and directed staff to return with findings of fact granting the Appeal in part to approve the Relocation and deny the Appeal in part to uphold the HPB's decision regarding the Reorientation.
17. On August 2, 2018, City Council continued the discussion to August 16, 2018 regarding the ratification of the Findings of Fact for the Appeal.
18. On August 16, 2018, City Council granted the Appeal in part to approve the Relocation and denied the Appeal in part to uphold the HPB's decision regarding the Reorientation.
19. On December 7, 2018, the applicant submitted drawings that complied with the City Council's August 16, 2018 action and the Land Management Code. The new proposal is to relocate the structure ten feet (10') to the east, lift the structure one foot eleven inches (1'11"), renovate the historic portion of the structure, and construct an addition between the existing south addition and historic portion of the structure.
20. The Historic Structure was constructed ca. 1886. The Park City HSI identifies the Historic Structure as significant to the Mature Mining Era (1894-1930).
21. Originally, the Historic Structure was a hall-parlor type single-family dwelling with a side-gabled roof; it was built on a relatively steep slope that was terraced toward the rear of the house (the Woodside Avenue side) to provide a more level building lot.
22. Historically, the Historic Structure was associated with a network of pedestrian paths on the east side of the structure that connected the residence to Main Street.
23. The Historic Structure first appears on the 1889 Sanborn Fire Insurance Map as a wood-framed and wood-sided house originally faced east, providing a view over Main Street. Physical evidence and the 1889 Sanborn map indicate that it had a small shed-roofed wing on the south end of the rear (west) side but no front porch.
24. By 1900, the original shed-roofed wing had been extended across the rear (west) side.
25. In 1907, the Sanborn Map indicates that a formal front porch was added to the east side, further defining it as the primary façade, at the same time that a secondary entry porch was added to the west side. The house retained this configuration through 1930.
26. The principal façade was composed of a central doorway flanked by a window on each side. Woodside Avenue was present to the west, but access to the house was via a footpath leading north from Fourth Street behind the Park Avenue houses, and then a short staircase leading up to the east façade. The orientation of houses along the uphill (west) side of Woodside was uniformly east-facing, while orientations along the downhill (east) side was mixed, with some facing the street and others the canyon.
27. By 1941, a second shed-roofed addition had been built across the west side, incorporating the 1907 rear screened porch and essentially filling the terrace between the rear wall of the house and the retaining wall so that the eave was nearly at grade. The front porch had been removed and asbestos shingles had been applied over the original wood siding by this time.

History of application
↑

28. Asbestos shingle siding was noted on the 1957 tax appraisal card, which also documents the absence of an east porch.
29. The 1968 tax appraisal card indicates that a porch had been rebuilt across the east façade.
30. Between 1978 and 1993, the east façade was modified by the addition of a sunroom across the north two-thirds, covering the original doorway and north window.
31. The east façade of the Historic Structure is the "front". This is supported by the traditional design of a central entrance door flanked by two (2) windows. This is a common style of architecture seen throughout Park City. The "rear" of the Historic structure is the west façade. This is represented by its traditional form created through additions throughout the Historic period.
32. The front façade has a front door entrance; however, a utility entrance is also located on the northwest corner of the structure in the rear enclosed porch addition. This was also a common occurrence in houses throughout Park City. (Examples include the side-enclosed porches at 1057 Woodside Avenue and 811 Norfolk Avenue). This utility entrance was often the entrance used by members of the household as a "mud room" so that the front entrance (on the front façade) remained clean.
33. Both entrances typically would have been used throughout the Historic Period; it would have simply depended on what the occasion was.
34. The applicant intends to replace non-historic materials with historically compatible materials. The removal of the proposed non-historic materials will assist in restoring the duplex dwelling to its Historic Form because the existing non-historic materials are incompatible and/or beyond repair.
35. The applicant will remove the non-historic windows. Replacement windows will not change the dimensions of the existing windows and will be compatible with the historic structure.
36. The applicant will remove the non-historic east entrance railing.
37. The applicant will remove the foundation to accommodate a new basement foundation.
38. The applicant will remove the non-historic door on the north façade. Replacement door will not change the dimensions of the existing door and will be compatible with the historic structure.
39. The applicant will remove the non-historic rear porch enclosure. The applicant will reconstruct the historic porch. The reconstructed porch will require the removal of a portion of the roof; however, this will restore an architectural feature that was previously removed.
40. The applicant will remove a portion of the west facing roof structure and façade to accommodate a new addition.
41. Staff finds that the removal of the proposed non-historic materials will assist in the renovation of the duplex dwelling to its Historic Form because the existing non-historic materials are incompatible and/or beyond repair. In addition, the applicant will be restoring Historic features that have been lost.

Conclusions of Law:

1. The proposal complies with the Land Management Code requirements pursuant to the HR-1 District and regarding material deconstruction.

Conditions of Approval:

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal stamped in on December 7, 2018. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
2. Where the historic exterior materials cannot be repaired, they shall be replaced with materials that match the original in all respects: scale, dimension, texture, profile, material and finish. Prior to removing and replacing historic materials, the applicant shall demonstrate to the Planning Director and Project Planner that the materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. No historic materials may be disposed of prior to advance approval by the Planning Director and Project Planner.
3. Any deviation from approved Material Deconstruction will require review by the Historic Preservation Board.
4. A structural engineer shall be responsible for creating a cribbing plan prior to the house being supported from the interior for the installation of the new concrete foundation. Within five (5) days of installation, the structural engineer will inspect and approve the cribbing as constructed. If the cribbing is to be relocated or altered at any time during the construction of the foundation, the structural engineer shall create and approve a new cribbing plan. The structural engineer shall re-inspect and re-approve the cribbing within five (5) days of any relocation or alteration to the cribbing.
5. Historic buildings which are lifted must be returned to the completed foundation within 45 days of lifting the building. Failure to do so will be a violation of the Preservation Plan and enforcement action through the financial guarantee for historic preservation could take place. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, he determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.
6. The Preservation Plan must include a review and stamp by a licensed and registered structural engineer on the proposed cribbing or shoring methods. If the contractor makes a revision to the cribbing or shoring plan, the structural engineer must approve the change in writing. Cribbing or shoring must be of engineered materials. Screw-type jacks for raising and lowering the building are not allowed. The owner (or through its agent or the contractor) is responsible for notifying the Planning Department if changes are made.

Exhibits:

- Exhibit A – HPB Demolition Review Checklist
- Exhibit B – Park City Historic Sites Inventory (HSI) Form
- Exhibit C – Historic District Design Review Physical Conditions Report
- Exhibit D – Historic District Design Review Historic Preservation Plan
- Exhibit E – Historic District Design Review Existing Plans and Supplemental Information

Exhibit A: HPB Demolition Review Checklist

Historic Preservation Board Material Deconstruction Review Checklist:

1. Routine Maintenance (including repair or replacement where there is no change in the design, materials, or general appearance of the elements of the structure or grounds) does not require Historic Preservation Board Review (HPBR).
2. The material deconstruction is required for the renovation, restoration, or rehabilitation of the building, structure, or object.
3. Proposed exterior changes shall not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site and are not included in the proposed scope of work.
4. The proposed scope of work mitigates any impacts that will occur to the visual character of the neighborhood where material deconstruction is proposed to occur; any impacts that will occur to the historical significance of the buildings, structures, or objects located on the property; any impact that will occur to the architectural integrity of the buildings, structures, or objects located on the property; and any impact that will compromise the structural stability of the historic building.
5. The proposed scope of work mitigates to the greatest extent practical any impact to the historical importance of other structures located on the property and on adjacent parcels.
6. Any addition to a Historic Building, Site, or Structure has been found to be non-contributory to the historic integrity or historical significance of the structure or site.

Exhibit A: HPB Demolition Review Checklist

Historic Preservation Board Material Deconstruction Review Checklist:

1. Routine Maintenance (including repair or replacement where there is no change in the design, materials, or general appearance of the elements of the structure or grounds) does not require Historic Preservation Board Review (HPBR).
2. The material deconstruction is required for the renovation, restoration, or rehabilitation of the building, structure, or object.
3. Proposed exterior changes shall not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site and are not included in the proposed scope of work.
4. The proposed scope of work mitigates any impacts that will occur to the visual character of the neighborhood where material deconstruction is proposed to occur; any impacts that will occur to the historical significance of the buildings, structures, or objects located on the property; any impact that will occur to the architectural integrity of the buildings, structures, or objects located on the property; and any impact that will compromise the structural stability of the historic building.
5. The proposed scope of work mitigates to the greatest extent practical any impact to the historical importance of other structures located on the property and on adjacent parcels.
6. Any addition to a Historic Building, Site, or Structure has been found to be non-contributory to the historic integrity or historical significance of the structure or site.



**HISTORIC PRESERVATION BOARD
PARK CITY, SUMMIT COUNTY, UTAH**

RE: REORIENTATION AND RELOCATION DETERMINATION

Historic Preservation Board of Park City, Utah met on Wednesday, February 6, 2019 for a regularly scheduled and duly noticed meeting. After determining that a quorum was present, the Board conducted its scheduled business.

NOTICE OF HISTORIC PRESERVATION BOARD ACTION:

Project Address: 424 Woodside Avenue
Project Number: PL-16-03369
Type of Item: Administrative – Material Deconstruction
Hearing Date: February 6, 2019

Board Action: APPROVED IN PART AND DENIED IN PART

The Historic Preservation Board conducted a public hearing and approved the proposed Material Deconstruction in part and denied the proposed Material Deconstruction in part.

The Historic Preservation Board found that the proposed Material Deconstruction of the items listed in Findings of Fact 34-39 would have no negative impact on the historic character of the Historic Site, surrounding neighborhood or the Historic District.

The Historic Preservation Board found that the removal of a portion of the west facing roof structure and façade to accommodate a new addition would damage the historic integrity of the structure and did not comply with the criteria for Material Deconstruction; the Historic Preservation Board made a motion to strike Finding of Fact #40 reflecting such and denying the request for that portion of the proposed Material Deconstruction.

This Determination complies with the criteria set forth in the Land Management Code. The Historic Preservation Board made the determination based on the following findings of fact, conclusions of law, and conditions of approval.

Finding of Fact:

1. The Duplex Dwelling located at 424 Woodside Avenue is listed as "Significant" on the Park City Historic Sites Inventory (HSI).
2. The property is located in the Historic Residential (HR-1) zone.

3. The Historic Structure faces towards Main Street in that the original primary entrance faces east. In 1993, a 700 square foot (SF) addition was constructed to the south of the Historic Structure to create the Duplex Dwelling Use.
4. In 2005 a Plat Amendment was approved creating a 75 foot wide lot by combining three (3) existing lots into one legal lot of record. The Historic Structure straddles two (2) of the three (3) lots that were combined.
5. On November 16, 2016, the applicant submitted a HDDR Application for the subject property. At the time, the project scope of the HDDR included: Reorient (rotate) the Historic Structure so that the primary entrance faces Woodside Avenue (west) and Relocate the Historic Structure ten feet (10') to the east in order to comply with the minimum Front Yard Setback.
6. After working with the applicant on the required materials for their submittal, the current HDDR application was deemed complete on March 2, 2017. Between March 2, 2017 and the first HPB meeting on July 19, 2017, staff provided the applicant with redline comments and re-reviewed new plans addressing those comments once submitted by the applicant.
7. The Historic Preservation Board held a public hearing and continued this item on July 19th, 2017.
8. The Historic Preservation Board held a public hearing and continued this item on October 4th, 2017.
9. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on December 5th, 2017.
10. The Historic Preservation Board held a public hearing and continued this item on February 7th, 2018.
11. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on March 7th, 2018 in order to facilitate a site visit at the request of the applicant.
12. The Historic Preservation Board conducted a site visit, held a public hearing, discussed the item, and continued this item on April 4th, 2018.
13. The Historic Preservation Board held a public hearing, discussed the item, and denied the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue with a 5 to 1 vote on May 2, 2018.
14. On May 22, 2018, staff issued a Denial Letter for the HDDR application.
15. On June 4, 2018, the City received an application for an appeal of the Historic Preservation Board's decision for the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue. On June 15, 2018, the Appellant provided supplemental information. This application was accepted within 30 days of the Final Action of the HPB.
16. On July 12, 2018 the City Council reviewed the appeal, held a public hearing, and directed staff to return with findings of fact granting the Appeal in part to approve the Relocation and deny the Appeal in part to uphold the HPB's decision regarding the Reorientation.
17. On August 2, 2018, City Council continued the discussion to August 16, 2018 regarding the ratification of the Findings of Fact for the Appeal.

18. On August 16, 2018, City Council granted the Appeal in part to approve the Relocation and denied the Appeal in part to uphold the HPB's decision regarding the Reorientation.
19. On December 7, 2018, the applicant submitted drawings that complied with the City Council's August 16, 2018 action and the Land Management Code. The new proposal is to relocate the structure ten feet (10') to the east, lift the structure one foot eleven inches (1'11"), renovate the historic portion of the structure, and construct an addition between the existing south addition and historic portion of the structure.
20. The Historic Structure was constructed ca. 1886. The Park City HSI identifies the Historic Structure as significant to the Mature Mining Era (1894-1930).
21. Originally, the Historic Structure was a hall-parlor type single-family dwelling with a side-gabled roof; it was built on a relatively steep slope that was terraced toward the rear of the house (the Woodside Avenue side) to provide a more level building lot.
22. Historically, the Historic Structure was associated with a network of pedestrian paths on the east side of the structure that connected the residence to Main Street.
23. The Historic Structure first appears on the 1889 Sanborn Fire Insurance Map as a wood-framed and wood-sided house originally faced east, providing a view over Main Street. Physical evidence and the 1889 Sanborn map indicate that it had a small shed-roofed wing on the south end of the rear (west) side but no front porch.
24. By 1900, the original shed-roofed wing had been extended across the rear (west) side.
25. In 1907, the Sanborn Map indicates that a formal front porch was added to the east side, further defining it as the primary façade, at the same time that a secondary entry porch was added to the west side. The house retained this configuration through 1930.
26. The principal façade was composed of a central doorway flanked by a window on each side. Woodside Avenue was present to the west, but access to the house was via a footpath leading north from Fourth Street behind the Park Avenue houses, and then a short staircase leading up to the east façade. The orientation of houses along the uphill (west) side of Woodside was uniformly east-facing, while orientations along the downhill (east) side was mixed, with some facing the street and others the canyon.
27. By 1941, a second shed-roofed addition had been built across the west side, incorporating the 1907 rear screened porch and essentially filling the terrace between the rear wall of the house and the retaining wall so that the eave was nearly at grade. The front porch had been removed and asbestos shingles had been applied over the original wood siding by this time.
28. Asbestos shingle siding was noted on the 1957 tax appraisal card, which also documents the absence of an east porch.
29. The 1968 tax appraisal card indicates that a porch had been rebuilt across the east façade.
30. Between 1978 and 1993, the east façade was modified by the addition of a sunroom across the north two-thirds, covering the original doorway and north window.
31. The east façade of the Historic Structure is the "front". This is supported by the traditional design of a central entrance door flanked by two (2) windows. This is a

common style of architecture seen throughout Park City. The “rear” of the Historic structure is the west façade. This is represented by its traditional form created through additions throughout the Historic period.

32. The front façade has a front door entrance; however, a utility entrance is also located on the northwest corner of the structure in the rear enclosed porch addition. This was also a common occurrence in houses throughout Park City. (Examples include the side-enclosed porches at 1057 Woodside Avenue and 811 Norfolk Avenue). This utility entrance was often the entrance used by members of the household as a “mud room” so that the front entrance (on the front façade) remained clean.
33. Both entrances typically would have been used throughout the Historic Period; it would have simply depended on what the occasion was.
34. The applicant intends to replace non-historic materials with historically compatible materials. The removal of the proposed non-historic materials will assist in restoring the duplex dwelling to its Historic Form because the existing non-historic materials are incompatible and/or beyond repair.
35. The applicant will remove the non-historic windows. Replacement windows will not change the dimensions of the existing windows and will be compatible with the historic structure.
36. The applicant will remove the non-historic east entrance railing.
37. The applicant will remove the foundation to accommodate a new basement foundation.
38. The applicant will remove the non-historic door on the north façade. Replacement door will not change the dimensions of the existing door and will be compatible with the historic structure.
39. The applicant will remove the non-historic rear porch enclosure. The applicant will reconstruct the historic porch. The reconstructed porch will require the removal of a portion of the roof; however, this will restore an architectural feature that was previously removed.
40. The Historic Preservation Board made a motion to strike Finding of Fact #40.
41. The Historic Preservation Board found that the removal of a portion of the west facing roof structure and façade to accommodate a new addition would damage the historic integrity does not comply with the criteria for Material Deconstruction.
42. Staff finds that the removal of the proposed non-historic materials will assist in the renovation of the duplex dwelling to its Historic Form because the existing non-historic materials are incompatible and/or beyond repair. In addition, the applicant will be restoring Historic features that have been lost.

Conclusions of Law:

1. The proposal complies with the Land Management Code requirements pursuant to the HR-1 District and regarding material deconstruction.

Conditions of Approval:

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal stamped in on December 7, 2018. Any changes, modifications,

or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.

2. Where the historic exterior materials cannot be repaired, they shall be replaced with materials that match the original in all respects: scale, dimension, texture, profile, material and finish. Prior to removing and replacing historic materials, the applicant shall demonstrate to the Planning Director and Project Planner that the materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. No historic materials may be disposed of prior to advance approval by the Planning Director and Project Planner.
3. Any deviation from approved Material Deconstruction will require review by the Historic Preservation Board.
4. A structural engineer shall be responsible for creating a cribbing plan prior to the house being supported from the interior for the installation of the new concrete foundation. Within five (5) days of installation, the structural engineer will inspect and approve the cribbing as constructed. If the cribbing is to be relocated or altered at any time during the construction of the foundation, the structural engineer shall create and approve a new cribbing plan. The structural engineer shall re-inspect and re-approve the cribbing within five (5) days of any relocation or alteration to the cribbing.
5. Historic buildings which are lifted must be returned to the completed foundation within 45 days of lifting the building. Failure to do so will be a violation of the Preservation Plan and enforcement action through the financial guarantee for historic preservation could take place. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, he determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.
6. The Preservation Plan must include a review and stamp by a licensed and registered structural engineer on the proposed cribbing or shoring methods. If the contractor makes a revision to the cribbing or shoring plan, the structural engineer must approve the change in writing. Cribbing or shoring must be of engineered materials. Screw-type jacks for raising and lowering the building are not allowed. The owner (or through its agent or the contractor) is responsible for notifying the Planning Department if changes are made.

If you have any questions or concerns regarding this letter, please do not hesitate to call me at (435) 615-5059 or contact me by email at hannah.tyler@parkcity.org.

Sincerely,



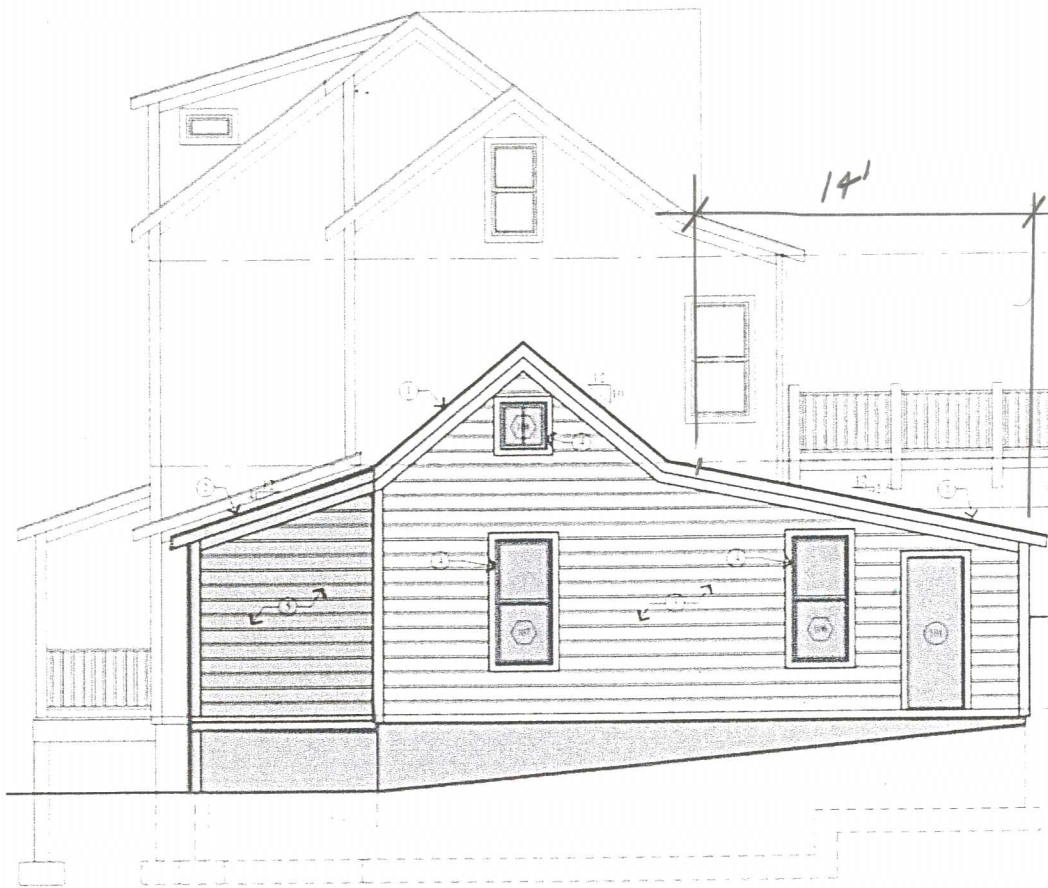
Hannah M. Tyler
Planner



North (Side) Elevation



East Elevation
WEST



North (Side) Elevation



East Elevation
WEST

correct. The error was raised by a member of the public and it was being corrected.

REGULAR AGENDA

1. 424 Woodside Avenue – Material Deconstruction – The applicant is proposing to remove the existing non-Historic windows, non-historic doors, a non-historic east facing addition, and a portion of the historic roof framing to accommodate an addition/connection to the existing non-historic south addition. Application PL-1603379

Planner Tyler introduced Jonathan DeGray, the project architect, who was representing the application this evening.

Planner Tyler provide a brief history of the project. She believed it was consistent with most of the other projects occurring in town. She recalled that this item came back to the Historic Preservation Board in 2017 and 2018 as a reorientation and relocation. Several public meetings were held and the HPB ultimately denied the application. That decision was appealed to the City Council and the Council heard it twice. The City Council upheld the HPB denial of the reorientation; however, they granted the appeal for relocation.

Planner Tyler reported that the structure would be relocated 10 feet and it would meet the setbacks. She pointed out that because the City council is the governing body of the LMC, the relocation was not a consideration for the HPB this evening. Planner Tyler explained that the Board was only looking at a normal material deconstruction.

Planner Tyler reviewed a slide showing the original 1993 addition and the historic house. She pointed to where the house would be moved back slightly to accommodate an addition between the 1993 addition and the historic house.

Planner Tyler stated that 424 Woodside was back to a simple material deconstruction, which is where the Staff wanted it to be in the beginning. She remarked that the Staff and the applicant were in agreement in recommending approval of the material deconstruction.

Planner Tyler reviewed each elevation to help the Board members understand what they were looking at. She noted that the west elevation faces town. She pointed to the non-historic piece that was proposed to be removed and noted that it was part of the 1993 addition. The applicant was proposing to remove that piece and restore the original porch. She indicated a set of non-historic windows that the applicant intended to restore to the original window opening. Planner Tyler reviewed to additional elevations showing the porch removal all the non-historic windows that would be removed. If any of the windows are historic they

were beyond repair. She pointed to a non-historic door and stated that the applicant proposed to put in a door that matches the door that was there historically.

Planner Tyler reviewed the east elevation facing Woodside. That piece of the historic roof and the historic wall would be removed to accommodate a transitional element between the 1993 addition and the historic house, which adds circulation to the historic house. Planner Tyler reported that the Staff had worked extensively with the applicant to lower the height of the transitional element. She believed those were the only two historic pieces that would be removed.

a. Board Member Hodgkins asked how that was seen as a transitional element. He realized it was allowing the occupants to transition between the historic and the addition, but he questioned how that met the Land Management Code for a transitional element. Planner Tyler apologized for using a poor choice of words. She pointed out that it was actually adding a stepping effect between the 1993 addition and the historic structure. She thought it was a modest addition compared to what was done in 1993. Mr. Hodgkins asked if they were looking at what was actually being proposed or whether it had been revised. Planner Tyler replied that it was the material that would be removed to accommodate an addition.

Mr. Hodgkins asked if what was shown on page 94 was the reduced volume or the volume that was original proposed. Planner Tyler replied that it was the reduced volume that was achieved after the Staff worked with the applicant.

Board Member Hodgkins reiterated his question as to how the transitional element was allowed per the LMC. The LMC requires transitional element to be attached to the rear. Planner Tyler stated that it was the rear elevation. Mr. Hodgkins remarked that it was not actually attached. Planner Tyler thought she had erred in calling it a transition element. She emphasized that the Staff supported the element; however, the HPB had the purview to exclude it from the material deconstruction.

Chair Stephens thought Board Member Hodgkins made a good point. In the past, transitional elements or additions have been on the back of the home, which is typically not visible from the public right-of-way. In this case, it is still on the back of the home but it is also visible from the public right-of-way. Chair Stephens understood the architectural benefit of making the transition between the 1993 addition and the newly proposed addition, but the argument was the perspective of whether they were looking at it from the front or the rear. He commented on the importance of being consistent to avoid setting a precedent on future projects. They also need to be consistent in applying the Guidelines.

Board Member Hodgkins stated in the past the connection between the addition and the historic home allows the volume of the historic home to be read. He acknowledged that it did not apply in this case because the house was turned around, but he was unsure whether it allowed the volume of the original house to be read as it was.

Board Member Hutchings thought it appeared that the applicant was removing a chunk of the historic home to add new construction. He did not believe that was allowed under the LMC.

Board Member Scott asked if by definition that was considered the back of the house or the public right-of-way. Planner Tyler stated that the crux of the previous request was that it was one of the last remaining properties facing town and it was unique. Planner Tyler believed that very few properties that face town would request this type of addition. She was not as concerned about precedent. Each site is unique, but she believed this property was especially unique.

b. Board Member Hutchings asked Planner Tyler to clarify why the Staff supported this request. Planner Tyler replied that the Staff did not find the addition to be invasive because people could still view the hall-parlor form of the structure. Mr. Hutchings remarked that they would be removing a portion of the hall-parlor form.

Jonathan DeGray, the project architect, understood that material deconstruction was the scope of the review this evening; however, the questions from the Board related to design review. Mr. DeGray stated that if the Staff supported the HDDR in terms of design review, he wanted clarification on the scope of review for this HPB meeting.

Board Member Hodgkins believed Chair Stephens had already addressed the question. The Board is accustomed to siding removal in order to attach an addition to the historic structure. In this case they were being asked to remove a chunk of the roof and walls from the back side of the house. Mr. Hodgkins thought the Board was struggling with the fact that they were being asked to approve the demolition of a sizeable percentage of the volume of the historic building.

Planner Tyler presented the criteria from which the HPB would make their decision. Chair Stephens asked if this was part of the Historic District Guidelines or part the Land Management Code. Planner Tyler replied that the Board was looking at this through the lens of the LMC and the six criteria.

Board Member Hutchings did not believe the proposal met any of the six criteria. Planner Tyler realized that it was on the public right-of-way. However, given the unique characteristics of the structure facing town and the great lengths that

were taken to restore the structure in its current form, she did not believe that it distracted from the historical significance of the historic structure, which was one of the criteria.

Mr. DeGray stated that it was proposed to the owner as a benefit in terms of developing more interior space at the entry and adding an element that created a step down between the tall 1993 addition and the shed roof of the historic form. He noted that this has always been an issue for the owner.

C. Board Member Hodgkins felt that moving the house back exacerbated the issue they were trying to mitigate. He noted that the new and the old structure already abut aggressively, and he asked why they could not align the floors to avoid having a connector piece. Mr. DeGray replied that the floors were already aligned as best as possible. The historic form was down lower and they were aligning the floor of the addition to meet it. However, there is no floor of the historic element at the entryway, which is why they were proposing the addition.

Planner Tyler reminded the Board that this was on a downhill lot and the original front façade faces town. The more the structure is raised, the front east facing façade will be farther off the ground and appear like a second story. Planner Tyler noted that it goes back to the conservation of which façade would be restored. Raising the structure less and adding the element on the public right-of-way brings back the original façade that is seen from the cross-canyon view.

Board Member Hodgkins did not believe they were talking about the deconstruction of the façade. In his opinion, being viewed from the public right-of-way was not the issue. In most proposals that come before them there is the ability for the addition to abut the historic house. With this current proposal, the addition does not abut the historic house and they were not talking about a façade. They were talking about a chunk of the house itself.

Chair Stephens recalled that currently the rear of the house sits on the property line. Mr. DeGray replied that the house was being moved to comply with the setback because it is on the property line. Planner Tyler clarified that the setback is measured from the property line, and the property line is slightly east of the edge of curb.

d. Director Erickson understood from the comments that the issue was with the size of the addition between the existing 1993 structure and removal of the roof on the historic house. Board Member Scott stated that removing the non-historic addition on the back was not a problem. The issue was removing approximately 20% of the historic home. Board Member Hodgkins clarified that it was 20% of the volume of the home itself. He pointed out that the size of the transition piece was not an issue. He did not think the Board would object if the piece was added directly to the back side of the house. Director Erickson clarified that the

objection was replacing a chunk of the historic house with a contemporary design. The Board concurred.

Board Member Hodgkins noted that the LMC talks about compatibility with the historic nature of the various streetscapes. Since this was not a design review, he was unsure whether that could be addressed. Director Erickson stated that if there was consensus among the Board to direct the Staff to make findings for denial, the Staff would need to make findings based on the six criteria presented, and the Board would need to give guidance to help the Staff prepare those findings.

Board Member asked if the findings needed to meet all six of the criteria. Planner Tyler replied that some of the criteria would not be applicable. For example, 99% of material deconstructions are not routine maintenance. However, it would have to meet all the criteria that does apply.

Mr. DeGray stated that if the Board was objecting to the form of the addition and the fact that it removes historic material, it was possible to build the addition and leave the roof in place. If the roof is left in place, he could then meet with the Staff in terms of meeting the HDDR.

Chair Stephens clarified that the Board was not doing design review; however, it is always difficult when they are asked about material deconstruction and removal because they want to know the reason for it and what would go in its place.

e. Mr. DeGray understood that the Board did not like the design, which is why they were considering a denial. Board Member Hutchings disagreed. Board Member Hodgkins stated that his issue was that the design did not leave the volume of the historic home visible.

Director Erickson asked Mr. DeGray if any part of the addition part of the stairway connection between the two buildings. Mr. DeGray replied that it was only the mudroom and support facilities. Director Erickson clarified that the existing connection would remain. Mr. DeGray answered yes.

Board Member Hutchings asked if the City Council had given a reason for approving the relocation. Planner Tyler stated that the City Council found that it would still meet the criteria for the streetscape and it was compatible. The City Council tied it to the LMC and found that it met the criteria for relocation.

Planner Tyler stated that the Staff could adjust the findings of fact to omit all the language regarding the roof structure.

Chair Stephens believed part of the problem was the 1993 addition to the historic house, which in his opinion, makes the historic house less significant because the addition was approved in the 1990s when design review was less stringent. Even though it would be removing a portion of the volume of the original historic house, he thought the connecting element made the historic house become more significant because it mitigated the 1993 addition. Chair Stephens thought the question was whether the historic house would retain its importance in relationship to the huge addition to the south side. Looking at the transition element from the actual front of the house he believed it was an acceptable addition. He found it to be more problematic from Woodside. Chair Stephen thought the issue was how to protect this Significant house. It was not necessarily the best approach and he did not want to set a precedent for the future, but he was trying to look at it on a larger scale.

Director Erickson stated that the Board could take three actions: 1) approve it with Conditions as written; 2) continue and direct the Staff to come back with Findings for Denial; 3) continue and give the architect the opportunity to respond to their comments before taking action. Director Erickson noted that Planner Tyler had provided an extensive analysis of the materials that would be removed and caused the decision for the relocation but not the reorientation. He thought that was another factor of what the Board was trying to review because it was consistent with previous actions. Director Erickson thought it would be difficult to debate the roofline without seeing graphics from the architect.

Mr. DeGray was unclear on exactly what Director Erickson was proposing in terms of the design. He understood that the Board would not have an issue if he could build the connecting element without removing any historic material. Chair Stephens replied that he was correct. Mr. DeGray stated that if that was the case, the applicant would ask that the discussion regarding the removal be removed from the Staff report and for the Board to approve the material deconstruction. Mr. DeGray pointed out that the roof that the Board objected to removing was rebuilt by Dick Peek in 1993. The original roof form was retained but there was no historic material left.

Chair Stephens opened the public hearing.

f.
1. Ruth Meintsma, a resident at 305 Woodside, remarked that there were three different parts. The first was the non-historic porch on the east side. She referred to the picture on page 27 of the Staff report and pointed to a "bite" taken out of the historic roof. Ms. Meintsma remarked that the porch was not the exact porch shown in historical photos. The original porch was simpler and came out from the vertical wall. On the proposed porch the rafters are sistered into the roof rafters. She noted that in the Guidelines it states that if a porch needs to be removed because it is derelict or if there is no porch but there is recorded evidence that a porch once existed, the historic porch does not need to be

replicated. A generic porch can be built that fits the era and the hall and parlor style. Ms. Meintsma remarked that the porch was very attractive and more complicated than a simple porch. She thought the small bite that comes out of the roof is a small give for a beautiful take. Ms. Meintsma believed the porch would be seen from the across-canyon view. She believed that what the community was getting from this project was amazing in terms of the history of the project. They would get a beautiful porch on the back in exchange for removing a small bit of historic roof. The other portion is non-historic and irrelevant.

Ms. Meintsma commented on the faux door on the north side. It is no longer a door; however, she thought it looked like the grade had been replaced so it looks like a usable door. One graphic showed that the original walkway and stairs would be maintained. Therefore, the feeling of the side yard and the side entry would be repeated even though the door would not be used. She thought that was a great effort.

Ms. Meintsma referred to the picture on page 28 of the Staff report and the red on the shed roof. She thought it looked like the graphic showed more material being removed than what would actually be removed. In the 3-D graphic showing the added flat roof section, it does not go into the slope change. Ms. Meintsma stated that an issue previously talked about was that the expansive roof did not have a street appeal. However, in the end it was determined to have appeal because it is unique and has character. Ms. Meintsma stated that the small amount of material being removed would not invade the change in slope or the ridge. The two windows being removed would be repeated again.

f.
—
Ms. Meintsma acknowledge that the Guidelines state that the façade on the street seen from the right-of-way is hyper-sensitive and that area is not supposed to be touched. She noted that a garage is allowed and a garage completely changes the feeling of historic in terms of grade and a street wall. She believed that if another project added a garage, it would change the character of the structure much more than the small amount of historic material being removed. Ms. Meintsma believed that if the original owner or builder came back, that person would be able to see the original historic house even with the historic material removed on the street right-of-way.

Chair Stephens closed the public hearing.

Chair Stephens referred to the northwest birdseye view showing on the screen. He thought from that viewpoint that only the shed roof would be impacted and not the original gable roof on the house. Mr. DeGray replied that he was correct. Chair Stephens asked how far they would go into the shed roof. Mr. DeGray stated that it would be approximately 15 feet.

Board Member Holmgren stated that she liked the design. She knows the building and the location and she was not opposed to what was being proposed.

Board Member Scott stated that this was a challenging home and he thought it was a good way to connect the two pieces. He remarked that the most sacred view is the public right-of-way façade and that needs to be protected. If someone raises their house to add a garage the façade is still protected.

City Attorney Mark Harrington thought the Board was properly assessing the criteria that gives them flexibility to assess pragmatics with the mission to protect. Mr. Harrington explained that criteria are not black and white because they are essentially drafted to give discretion within the intent of the chapter to reach a reasonable result. Mr. Harrington stated that it was not an ultimatum to protect at all extremes; it is to protect with reasonably balancing property rights to functionally use imperfect property with imperfect materials. The City Council struggled with that on the appeal and they allowed in part and denied in part.

City Attorney Harrington remarked that emphasizing and prioritizing Criteria 2 and 3 is where the Board started. He was prepared to say that was not appropriate; however, at the same time, the purpose of Criteria 5 in terms of mitigation brings back pragmatic components. For example, the design criteria might allow things that could be done in a way that would be worse. City Attorney Harrington asked if there was a mitigation level the Board would be comfortable with in looking at the rear façade analysis. From the perspective of a rear addition, he believed the question was whether it mitigates to the extent necessary to protect the front, but still allow reasonable use in the rear. It was a difficult call, but as long as their decision reasonably relates to the evidence in the record he could defend it either way.

City Attorney Harrington stated that the Board needed to stay away from design review, but there is a pragmatic in Criteria 5 that states if something can be designed under the Code that is more impactful, they might be holding the line for no good reason. This was what the HPB needed to evaluate.

Board Member Hodgkins stated that as the Historic Preservation Board, their mission is to preserve the historic. He thought it was difficult to anticipate whether a design that looks good today for a historic structure would not be looked at negatively in the future. For the longevity and perpetuity of the historic structures, he preferred to leave them alone as much as possible for the sake of preservation. In terms of being on the backside of the building, if the next person wanted to insert a large addition into the historic piece, he did not think they would want to allow it. Mr. Hodgkins felt this case was different because the addition was already on the side of the house and a new addition was not being added.

Board Member Hutchings echoed Mr. Hodgkins. He thought the design was great, but the removal of the historic piece in isolation was not supported by the criteria.

h. Chair Stephens stated that when the Board previously discussed this proposal they were opposed to the reorientation of the building because that was the historically significant aspect. He thought the City Council reconfirmed their opinion through the appeal process. Chair Stephens did not believe they could have everything they wanted, and it would be an easier discussion if there was not an existing addition to the south. To avoid setting a precedent, he would be looking at this structure based on what the Board previously decided and what the City Council determined in the appeal process, which was that the most important part of the historic house was the location and its orientation. Chair Stephen found that the addition in the back, which requires removal of the historic material, to be acceptable. He thought it helped mitigate a faux pau when the addition was approved in the 1990s. Chair Stephens stated that his concern was being able to craft the approval in a way that avoids this surfacing again as an issue. Chair Stephen clarified that if there was not an addition to the south he would be in total agreement with Board Members Hutchings and Hodgkins. However, since the south addition is there and already makes a travesty of the house, he wanted to improve the house from the front.

i. Board Member Hodgkins remarked that by moving the house back, it accentuates the difference in levels and the difference between the old and the new, and it allows them to become their own structures. He thought the transitional element pulls both pieces together in a way that looks like they should not be together. Mr. Hodgkins appreciated that the house was not being reoriented, but he thought it was important to understand that allowing it to move back 10 feet increases the façade that is seen from across the canyon and the house will not read as it does today. Regarding the relocation, on one side it mitigates the connector between the south addition and the historic house looking from the right-of-way; but from the other side it results in more façade. In his opinion, that was the win and the loss.

Chair Stephens referred to the north side of the house and asked Mr. DeGray about its relation to the side yard setback with the property line. Mr. DeGray stated that based on the lot width the setback would be 5 feet on the south and 13 feet on the north. The setbacks were in compliance. Chair Stephens clarified that the house would be moved back directly to the east without decreasing the side yard setback. Mr. DeGray replied that he was correct.

Mr. DeGray requested a straw vote from the Board on the other issues in the proposal before making a final motion.

Board Member Hutchings supported everything except the removal of the roof material. Board Member Hodgkins and Scott concurred with Mr. Hutchings. Chair Stephens was comfortable with the request presented by Staff. Board Member Holmgren agreed with Board Members Hutchings, Hodgkins, and Scott.

Planner Tyler stated that based on the straw poll they would strike Finding #40, which states, "The applicant will remove a portion of the west facing roof structure and façade to accommodate a new addition." The Board would approve the request but deny Finding of Fact #40.

Planner Tyler pointed out that the photos in the Staff report were labeled incorrectly and the east and west facades were flipped. She believed that was a carryover from the original Staff report when they were talking about rotating the structure. Planner Tyler clarified that even though the picture labels were incorrect, the Findings of Fact was correct.

MOTION: Board Member Hutchings moved to APPROVE the Material Deconstruction and associated repairs to the Significant duplex dwelling at 424 Woodside Avenue, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Staff report, with the amendment to strike Finding of Fact #40 per the discussion this evening. Commissioner Holmgren seconded the motion.

Director Erickson recommended that the motion clarify in the Findings of Fact that the façade facing Woodside is in fact the west façade, and the façade facing Park Avenue is in fact the east façade.

VOTE: The motion passed. Douglas Stephens voted against the motion.

Findings of Fact – 424 Woodside Avenue

1. The Duplex Dwelling located at 424 Woodside Avenue is listed as "Significant" on the Park City Historic Sites Inventory (HSI).
2. The property is located in the Historic Residential (HR-1) zone.
3. The Historic Structure faces towards Main Street in that the original primary entrance faces east. In 1993, a 700 square foot (SF) addition was constructed to the south of the Historic Structure to create the Duplex Dwelling Use.
4. In 2005 a Plat Amendment was approved creating a 75-foot-wide lot by combining three (3) existing lots into one legal lot of record. The Historic Structure straddles two (2) of the three (3) lots that were combined.
5. On November 16, 2016, the applicant submitted a HDDR Application for the subject property. At the time, the project scope of the HDDR included: Reorient (rotate) the Historic Structure so that the primary entrance faces Woodside Avenue (west) and Relocate the Historic Structure ten feet (10') to the east in order to comply with the minimum Front Yard Setback.

6. After working with the applicant on the required materials for their submittal, the current HDDR application was deemed complete on March 2, 2017. Between March 2, 2017 and the first HPB meeting on July 19, 2017, staff provided the applicant with redline comments and re-reviewed new plans addressing those comments once submitted by the applicant.
7. The Historic Preservation Board held a public hearing and continued this item on July 19th, 2017.
8. The Historic Preservation Board held a public hearing and continued this item on October 4th, 2017.
9. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on December 5th, 2017.
10. The Historic Preservation Board held a public hearing and continued this item on February 7th, 2018.
11. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on March 7th, 2018 in order to facilitate a site visit at the request of the applicant.
12. The Historic Preservation Board conducted a site visit, held a public hearing, discussed the item, and continued this item on April 4th, 2018.
13. The Historic Preservation Board held a public hearing, discussed the item, and denied the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue with a 5 to 1 vote on May 2, 2018.
14. On May 22, 2018, staff issued a Denial Letter for the HDDR application.
15. On June 4, 2018, the City received an application for an appeal of the Historic Preservation Board's decision for the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue. On June 15, 2018, the Appellant provided supplemental information. This application was accepted within 30 days of the Final Action of the HPB.
16. On July 12, 2018 the City Council reviewed the appeal, held a public hearing, and directed staff to return with findings of fact granting the Appeal in part to approve the Relocation and deny the Appeal in part to uphold the HPB's decision regarding the Reorientation.
17. On August 2, 2018, City Council continued the discussion to August 16, 2018 regarding the ratification of the Findings of Fact for the Appeal.
18. On August 16, 2018, City Council granted the Appeal in part to approve the Relocation and denied the Appeal in part to uphold the HPB's decision regarding the Reorientation.
19. On December 7, 2018, the applicant submitted drawings that complied with the City Council's August 16, 2018 action and the Land Management Code. The new proposal is to relocate the structure ten feet (10') to the east, lift the structure one foot eleven inches (1'11"), renovate the historic portion of the structure, and construct an addition between the existing south addition and historic portion of the structure.
20. The Historic Structure was constructed ca. 1886. The Park City HSI identifies the Historic Structure as significant to the Mature Mining Era (1894-1930).

21. Originally, the Historic Structure was a hall-parlor type single-family dwelling with a side-gabled roof; it was built on a relatively steep slope that was terraced toward the rear of the house (the Woodside Avenue side) to provide a more level building lot.
22. Historically, the Historic Structure was associated with a network of pedestrian paths on the east side of the structure that connected the residence to Main Street.
23. The Historic Structure first appears on the 1889 Sanborn Fire Insurance Map as a wood-framed and wood-sided house originally faced east, providing a view over Main Street. Physical evidence and the 1889 Sanborn map indicate that it had a small shed-roofed wing on the south end of the rear (west) side but no front porch.
24. By 1900, the original shed-roofed wing had been extended across the rear (west) side.
25. In 1907, the Sanborn Map indicates that a formal front porch was added to the east side, further defining it as the primary façade, at the same time that a secondary entry porch was added to the west side. The house retained this configuration through 1930.
26. The principal façade was composed of a central doorway flanked by a window on each side. Woodside Avenue was present to the west, but access to the house was via a footpath leading north from Fourth Street behind the Park Avenue houses, and then a short staircase leading up to the east façade. The orientation of houses along the uphill (west) side of Woodside was uniformly east-facing, while orientations along the downhill (east) side was mixed, with some facing the street and others the canyon.
27. By 1941, a second shed-roofed addition had been built across the west side, incorporating the 1907 rear screened porch and essentially filling the terrace between the rear wall of the house and the retaining wall so that the eave was nearly at grade. The front porch had been removed and asbestos shingles had been applied over the original wood siding by this time.
28. Asbestos shingle siding was noted on the 1957 tax appraisal card, which also documents the absence of an east porch.
29. The 1968 tax appraisal card indicates that a porch had been rebuilt across the east façade.
30. Between 1978 and 1993, the east façade was modified by the addition of a sunroom across the north two-thirds, covering the original doorway and north window.
31. The east façade of the Historic Structure is the "front". This is supported by the traditional design of a central entrance door flanked by two (2) windows. This is a common style of architecture seen throughout Park City. The "rear" of the Historic structure is the west façade. This is represented by its traditional form created through additions throughout the Historic period.
32. The front façade has a front door entrance; however, a utility entrance is also located on the northwest corner of the structure in the rear enclosed porch addition. This was also a common occurrence in houses throughout Park City.



**HISTORIC PRESERVATION BOARD
PARK CITY, SUMMIT COUNTY, UTAH**

RE: REORIENTATION AND RELOCATION DETERMINATION

Historic Preservation Board of Park City, Utah met on Wednesday, February 6, 2019 for a regularly scheduled and duly noticed meeting. After determining that a quorum was present, the Board conducted its scheduled business.

NOTICE OF HISTORIC PRESERVATION BOARD ACTION:

Project Address: 424 Woodside Avenue
Project Number: PL-16-03369
Type of Item: Administrative – Material Deconstruction
Hearing Date: February 6, 2019

Board Action: APPROVED IN PART AND DENIED IN PART

The Historic Preservation Board conducted a public hearing and approved the proposed Material Deconstruction in part and denied the proposed Material Deconstruction in part.

The Historic Preservation Board found that the proposed Material Deconstruction of the items listed in Findings of Fact 34-39 would have no negative impact on the historic character of the Historic Site, surrounding neighborhood or the Historic District.

The Historic Preservation Board found that the removal of a portion of the west facing roof structure and façade to accommodate a new addition would damage the historic integrity of the structure and did not comply with the criteria for Material Deconstruction; the Historic Preservation Board made a motion to strike Finding of Fact #40 reflecting such and denying the request for that portion of the proposed Material Deconstruction.

This Determination complies with the criteria set forth in the Land Management Code. The Historic Preservation Board made the determination based on the following findings of fact, conclusions of law, and conditions of approval.

Finding of Fact:

1. The Duplex Dwelling located at 424 Woodside Avenue is listed as “Significant” on the Park City Historic Sites Inventory (HSI).
2. The property is located in the Historic Residential (HR-1) zone.

3. The Historic Structure faces towards Main Street in that the original primary entrance faces east. In 1993, a 700 square foot (SF) addition was constructed to the south of the Historic Structure to create the Duplex Dwelling Use.
4. In 2005 a Plat Amendment was approved creating a 75 foot wide lot by combining three (3) existing lots into one legal lot of record. The Historic Structure straddles two (2) of the three (3) lots that were combined.
5. On November 16, 2016, the applicant submitted a HDDR Application for the subject property. At the time, the project scope of the HDDR included: Reorient (rotate) the Historic Structure so that the primary entrance faces Woodside Avenue (west) and Relocate the Historic Structure ten feet (10') to the east in order to comply with the minimum Front Yard Setback.
6. After working with the applicant on the required materials for their submittal, the current HDDR application was deemed complete on March 2, 2017. Between March 2, 2017 and the first HPB meeting on July 19, 2017, staff provided the applicant with redline comments and re-reviewed new plans addressing those comments once submitted by the applicant.
7. The Historic Preservation Board held a public hearing and continued this item on July 19th, 2017.
8. The Historic Preservation Board held a public hearing and continued this item on October 4th, 2017.
9. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on December 5th, 2017.
10. The Historic Preservation Board held a public hearing and continued this item on February 7th, 2018.
11. The Historic Preservation Board held a public hearing, discussed the item, and continued this item on March 7th, 2018 in order to facilitate a site visit at the request of the applicant.
12. The Historic Preservation Board conducted a site visit, held a public hearing, discussed the item, and continued this item on April 4th, 2018.
13. The Historic Preservation Board held a public hearing, discussed the item, and denied the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue with a 5 to 1 vote on May 2, 2018.
14. On May 22, 2018, staff issued a Denial Letter for the HDDR application.
15. On June 4, 2018, the City received an application for an appeal of the Historic Preservation Board's decision for the Relocation and Reorientation of the Historic Structure at 424 Woodside Avenue. On June 15, 2018, the Appellant provided supplemental information. This application was accepted within 30 days of the Final Action of the HPB.
16. On July 12, 2018 the City Council reviewed the appeal, held a public hearing, and directed staff to return with findings of fact granting the Appeal in part to approve the Relocation and deny the Appeal in part to uphold the HPB's decision regarding the Reorientation.
17. On August 2, 2018, City Council continued the discussion to August 16, 2018 regarding the ratification of the Findings of Fact for the Appeal.

18. On August 16, 2018, City Council granted the Appeal in part to approve the Relocation and denied the Appeal in part to uphold the HPB's decision regarding the Reorientation.
19. On December 7, 2018, the applicant submitted drawings that complied with the City Council's August 16, 2018 action and the Land Management Code. The new proposal is to relocate the structure ten feet (10') to the east, lift the structure one foot eleven inches (1'11"), renovate the historic portion of the structure, and construct an addition between the existing south addition and historic portion of the structure.
20. The Historic Structure was constructed ca. 1886. The Park City HSI identifies the Historic Structure as significant to the Mature Mining Era (1894-1930).
21. Originally, the Historic Structure was a hall-parlor type single-family dwelling with a side-gabled roof; it was built on a relatively steep slope that was terraced toward the rear of the house (the Woodside Avenue side) to provide a more level building lot.
22. Historically, the Historic Structure was associated with a network of pedestrian paths on the east side of the structure that connected the residence to Main Street.
23. The Historic Structure first appears on the 1889 Sanborn Fire Insurance Map as a wood-framed and wood-sided house originally faced east, providing a view over Main Street. Physical evidence and the 1889 Sanborn map indicate that it had a small shed-roofed wing on the south end of the rear (west) side but no front porch.
24. By 1900, the original shed-roofed wing had been extended across the rear (west) side.
25. In 1907, the Sanborn Map indicates that a formal front porch was added to the east side, further defining it as the primary façade, at the same time that a secondary entry porch was added to the west side. The house retained this configuration through 1930.
26. The principal façade was composed of a central doorway flanked by a window on each side. Woodside Avenue was present to the west, but access to the house was via a footpath leading north from Fourth Street behind the Park Avenue houses, and then a short staircase leading up to the east façade. The orientation of houses along the uphill (west) side of Woodside was uniformly east-facing, while orientations along the downhill (east) side was mixed, with some facing the street and others the canyon.
27. By 1941, a second shed-roofed addition had been built across the west side, incorporating the 1907 rear screened porch and essentially filling the terrace between the rear wall of the house and the retaining wall so that the eave was nearly at grade. The front porch had been removed and asbestos shingles had been applied over the original wood siding by this time.
28. Asbestos shingle siding was noted on the 1957 tax appraisal card, which also documents the absence of an east porch.
29. The 1968 tax appraisal card indicates that a porch had been rebuilt across the east façade.
30. Between 1978 and 1993, the east façade was modified by the addition of a sunroom across the north two-thirds, covering the original doorway and north window.
31. The east façade of the Historic Structure is the "front". This is supported by the traditional design of a central entrance door flanked by two (2) windows. This is a

common style of architecture seen throughout Park City. The “rear” of the Historic structure is the west façade. This is represented by its traditional form created through additions throughout the Historic period.

32. The front façade has a front door entrance; however, a utility entrance is also located on the northwest corner of the structure in the rear enclosed porch addition. This was also a common occurrence in houses throughout Park City. (Examples include the side-enclosed porches at 1057 Woodside Avenue and 811 Norfolk Avenue). This utility entrance was often the entrance used by members of the household as a “mud room” so that the front entrance (on the front façade) remained clean.
33. Both entrances typically would have been used throughout the Historic Period; it would have simply depended on what the occasion was.
34. The applicant intends to replace non-historic materials with historically compatible materials. The removal of the proposed non-historic materials will assist in restoring the duplex dwelling to its Historic Form because the existing non-historic materials are incompatible and/or beyond repair.
35. The applicant will remove the non-historic windows. Replacement windows will not change the dimensions of the existing windows and will be compatible with the historic structure.
36. The applicant will remove the non-historic east entrance railing.
37. The applicant will remove the foundation to accommodate a new basement foundation.
38. The applicant will remove the non-historic door on the north façade. Replacement door will not change the dimensions of the existing door and will be compatible with the historic structure.
39. The applicant will remove the non-historic rear porch enclosure. The applicant will reconstruct the historic porch. The reconstructed porch will require the removal of a portion of the roof; however, this will restore an architectural feature that was previously removed.
40. The Historic Preservation Board made a motion to strike Finding of Fact #40.
41. The Historic Preservation Board found that the removal of a portion of the west facing roof structure and façade to accommodate a new addition would damage the historic integrity does not comply with the criteria for Material Deconstruction.
42. Staff finds that the removal of the proposed non-historic materials will assist in the renovation of the duplex dwelling to its Historic Form because the existing non-historic materials are incompatible and/or beyond repair. In addition, the applicant will be restoring Historic features that have been lost.

Conclusions of Law:

1. The proposal complies with the Land Management Code requirements pursuant to the HR-1 District and regarding material deconstruction.

Conditions of Approval:

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal stamped in on December 7, 2018. Any changes, modifications,

or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.

2. Where the historic exterior materials cannot be repaired, they shall be replaced with materials that match the original in all respects: scale, dimension, texture, profile, material and finish. Prior to removing and replacing historic materials, the applicant shall demonstrate to the Planning Director and Project Planner that the materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. No historic materials may be disposed of prior to advance approval by the Planning Director and Project Planner.
3. Any deviation from approved Material Deconstruction will require review by the Historic Preservation Board.
4. A structural engineer shall be responsible for creating a cribbing plan prior to the house being supported from the interior for the installation of the new concrete foundation. Within five (5) days of installation, the structural engineer will inspect and approve the cribbing as constructed. If the cribbing is to be relocated or altered at any time during the construction of the foundation, the structural engineer shall create and approve a new cribbing plan. The structural engineer shall re-inspect and re-approve the cribbing within five (5) days of any relocation or alteration to the cribbing.
5. Historic buildings which are lifted must be returned to the completed foundation within 45 days of lifting the building. Failure to do so will be a violation of the Preservation Plan and enforcement action through the financial guarantee for historic preservation could take place. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, he determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.
6. The Preservation Plan must include a review and stamp by a licensed and registered structural engineer on the proposed cribbing or shoring methods. If the contractor makes a revision to the cribbing or shoring plan, the structural engineer must approve the change in writing. Cribbing or shoring must be of engineered materials. Screw-type jacks for raising and lowering the building are not allowed. The owner (or through its agent or the contractor) is responsible for notifying the Planning Department if changes are made.

If you have any questions or concerns regarding this letter, please do not hesitate to call me at (435) 615-5059 or contact me by email at hannah.tyler@parkcity.org.

Sincerely,



Hannah M. Tyler
Planner

Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Anne Laurent

Submitting Department: Community Development

Item Type: HA

Agenda Section:

Subject:

Consideration of Intermountain Healthcare (IHC) and Physician Holdings Request to Fulfill Its Affordable Housing Obligations
(A) Public Input (B) Action

Suggested Action:

TBD

Attachments:

[Housing Authority Staff Report](#)

[Attachment A: IHC Physician Holdings Memo](#)

[Attachment B: Affordable Housing Mitigation Plan for Medical Campus 1st Amended](#)

[Attachment C: Deed Restriction Template](#)

[Attachment D: 1440 Empire Appeal](#)

[Attachment E: 1440 Empire Floor Plans](#)

[Attachment F: Centura Parking Plan and MPD Staff Report](#)

[Attachment G: Rail Central Level 2 Floor Plan](#)



Housing Authority Staff Report

Subject: Affordable Housing Update
Author: Anne Laurent
Department: Community Development
Date: April 18, 2019
Type of Item: Administrative

Intermountain Healthcare (IHC) and Physician Holdings are requesting fulfillment of existing and potential future Affordable Unit Equivalents (AUEs) obligations through adding deed restrictions to existing rental units owned by Mark Fischer's Valley of Love LLC at both 1440 Empire and Rail Central Building #3 (second floor) 1790 Bonanza Drive Lot A (Attachment A). The governing Housing Resolution for each development is [17-99](#). The Housing Authority can choose whether to approve, amend, or deny the proposed fulfillment of the IHC and Physician Holdings affordable housing obligations.

Staff recommends accepting the request to deed restrict the 12 Empire units for an amount not to exceed 9.5775 AUEs and applying the most recent deed restriction requirements and a maximum rent rate of \$1,202,49 and adjusted annually. Staff does not recommend accepting the proposed restrictions on the twenty-four Rail Central units (5.625 maximum potential AUEs) due to not meeting the requirements of having shared kitchen and/or living quarters to meet the definition of a Single Room Occupancy (SRO) in the Resolution [17-99](#), not having dedicated parking due to an approved 20 percent parking reduction (Attachment E), and because they likely have limited market value with or without the restrictions. Further, staff does not recommend approving future obligations, as discussed below.

IHC and Physician Holdings have outstanding affordable housing obligations, under the [IHC/USSA/Burbidge Annexation Agreement](#), associated with the development of the hospital and Physicians Holding medical office building at Quinn's Junction. Together they have 11.816 AUEs to fulfill.

As of 2017, fulfillment of the remainder of the IHC's affordable housing obligations (Attachment B) is 6.82 AUEs (associated with the hospital's build out of the remainder of the hospital density allowed for the annexation area). IHC is also seeking to fulfill the obligation in advance of the future hospital expansion.

Fulfillment of the Physician Holdings' outstanding housing obligation is 4.996 AUEs is positive movement toward no longer having deferred housing requirements associated with past development that is already completed. However, the [2009](#) (pp. 116-118) and [2011](#) (pp. 69-71) affordable housing plans and [2009](#) and [2011](#) meeting minutes state the intentions of the deferment were due to limited employee generation, lack of available funds for fee-in-lieu payment, and the affordable housing plan not requiring a bond to be posted due to being below the 25,000 square foot development threshold.

Recommendation

Staff recommends accepting the request to deed restrict the 12 Empire units for an amount not to exceed 9.557 AUEs and applying the most recent deed restriction requirements (Attachment C). This would leave 2.2385 AUEs, or 1,790.8 square feet, remaining to be fulfilled through a future proposal. The February 10, 2011 Conditional Use Permit Findings of Fact, Conclusions of Law, Conditions of Approval and Order Regarding the Appeal of a Conditional Use Permit (Attachment D) Conditional of Approval # 10 reads: *If the Multi-Unit Dwelling is used to fulfill a future affordable housing obligation, then the project must meet the deed restriction and requirements of the Affordable Housing Resolution in effect at the time of the obligation.* Requirements that may differ from the current rental agreements include that the deed restriction limits the 2-bedroom units to 3 person households for no less than 6 month periods. Currently the 2-bedroom units are occupied by 4 persons and would have to change after the deed restriction is in place.

The 1440 Empire building floor plans (Attachment E) include:

- 12 2-bedroom units - (3) 768 square feet; (3) 619 square feet, (3) 642 square feet, and (3) 525 square feet
- 12 total units for a total of 7,662 square feet divided by 800 square feet per AUE equals 9.5775 AUEs
- 11 parking stalls were required of the development and 12 parking spots are provided on-site below the units

Staff does not recommend accepting the proposed restrictions on the twenty-four (24) Rail Central units (5.625 potential AUEs) due to not meeting the requirements of having shared kitchen and/or living quarters to meet the definition of a Single Room Occupancy (SRO) in the Resolution 17-99. In addition, the Rail Central Building units do not have dedicated parking and are likely to have limited market rate rental value with or without a deed restriction. The Rail Central Building #3 was granted a 20 percent parking reduction because it was a mixed-use development including SROs and because of the 2007 approved Centura Commons Parking Plan and 2003 Centura Rail Trail Master Plan Development (MPD) Amendment staff report (Attachment F), with only 85 parking spaces constructed of the 107 required if a parking reduction was not applied. Per the LMC the parking requirement is one parking space per unit no greater than 1,000 square feet.

The second floor of Rail Central Building #3 floor plan (Attachment G) include twenty-four (24) one room units: 16 of which are 185.25 square feet each; 7 that are 180.375 square feet each; and one ADA units that is 273 square feet for a total of 4,500 square feet are proposed for deed restriction. 4,500 square feet divided by 800 square feet per AUE equals 5.625 AUEs.

Alternatively, the Housing Authority could deny the request or choose to waive the Housing Resolution 17-99 SRO definition and accept 9 or 10 deed restrictions, depending on which units, to fulfill the remaining 2.2385 AUEs of IHC hospital and Physician Holdings medical office development housing obligations. Any future density

requests are subject to the Housing Resolution in effect at the time of application, and therefore Staff does not recommend approving additional AUEs beyond the current obligations of the approved developments at this time. The applicant can return at a later date when needed.

Maximum rental rates for a 2-bedroom per the 17-99 resolution is calculated based on Summit County median hourly earnings, no more than 30 percent of the earnings going toward housing costs and uses the HUD adjustment factor. The maximum rental rate per 2-bedroom unit is currently \$1,202.49 per month and will be adjusted annually. If the Housing Authority chooses to accept the Rail Central SRO units, the maximum rental rate per unit would be \$461.01 per month and will be adjusted annually.

Background

The [IHC/USSA/Burbidge Annexation Agreement](#) was recorded on January 23, 2007 and established an affordable housing obligation of 90.47 AUEs.

IHC/USSA/Burbidge Obligation	90.47 AUEs	Notes
Park City Heights 28 townhomes	(44.78)	construction in-progress
USSA deferral	(10.71)	
Summit County Health/People's Health Clinic transfer	(5.830)	
Physician Holdings transfer	(5.830)	4.996 AUEs outstanding
Peace House land lease	(12.50)	
Peace House funding contribution	(4.00)	construction in-progress
TOTAL	6.82	IHC remaining AUEs

Attachments

- A IHC submitted Housing Mitigation Plan Memo January 2019
- B First Amended Affordable Housing Mitigation Plan for the Medical Campus at Park City Medical Center Findings of Fact, Conclusions of Law and Conditions of Approval February 2, 2017
- C Park City Municipal Corporation Draft Deed Restriction Template
- D 1440 Empire Conditional Use Permit Findings of Fact, Conclusions of Law, Conditions of Approval and Order Regarding the Appeal of a Conditional Use Permit February 10, 2011
- E Floor Plans of 1440 Empire
- F Centura Commons Parking Plan January 10, 2007; and Centura Rail Trail MPD Amendment staff report for 1790 Bonanza Drive Lot A November 12, 2003
- G Second Floor Plan of Rail Central Building #3

**PARK CITY MEDICAL CENTER
MEDICAL CAMPUS
PHYSICIAN HOLDING LLC**

**HOUSING MITIGATION PLAN
PARK CITY HOUSING AUTHORITY**

JANUARY 2019

Background

The annexation agreement between Park City and Intermountain Healthcare included the elements of affordable housing that needed to be provided as part of the development of the annexation area. The base employee affordable housing associated with the hospital at full build out was 44.78 units. This part of the affordable housing obligation was to be satisfied by the donation of Lot 4 of the subdivision to Park City, and the construction of the units. These units were eventually relocated from Lot 4 and included in the Park City Heights project.

There were 10.47 affordable housing units associated with the USSA facility. These units were deferred.

There were 34.98 affordable housing units associated with the Medical Support density on the campus.

The affordable housing obligation of 5.83 units for Lot 7 was assumed by Physician Holdings when they purchased that lot from Intermountain. During 2011, Physician Holding LLC developed an employee/affordable housing plan which was reviewed by staff. The staff review recommended that the Physician Holding affordable housing obligation, based on their actual development was 4.996 units.

The affordable housing obligation of 5.83 units for Lot 10 was assumed by Summit County when Lot 10 and its density were ground leased to Summit County for the Public Health/People's Health Building.

In June 2016, the Housing Authority approved Intermountain Healthcare's housing mitigation plan which included approval of 12.5 units associated with Peace House, in recognition of the value of the ground lease that Intermountain signed with Peace House to provide the site for a new Peace House facility.

In February 2017, the Housing Authority approved the 1st amendment to Intermountain Healthcare's housing mitigation plan which approved an additional 4.0 units associated with Peace House, in exchange for a payment of \$816,000 by Intermountain to Peace House.

Intermountain has an obligation of 6.82 units of affordable housing remaining. This obligation is for the hospital density in the full build out phase of the approved MPD. Intermountain current estimates that this phase will be built between 2025 and 2035.

Intermountain also has a request with the Planning Commission for consideration of additional medical support density on the hospital campus. Any additional density, if approved, would generate additional affordable housing obligations for Intermountain.

Housing Mitigation Plan for Remaining Intermountain Obligation and Physician Holding LLC Obligation

Physician Holding LLC and Intermountain Healthcare have reached an agreement with Mark Fischer, Valley of Love, LLC and 1790 Bonanza, LLC to acquire the affordable housing units associated with the 1440 Empire Ave and the second floor of Rail Central building #3. If approved by the Housing Authority, Mark Fischer and the associated entities have agreed to Deed Restrict the relevant buildings so that they would become permanent affordable housing units within Park City.

As you may know, these buildings were designed by the Elliott Workgroup to be affordable housing units associated with the Bonanza Park development. Mr. Fischer no longer needs to hold these housing units since the City has purchased that property and acknowledged that he can separately attempt to sell these affordable housing units.

This proposal would permit the applicants to fulfill our affordable housing obligations with PCMC by working with Mr. Fischer and his associated entities.

Available Square Footage

1440 Empire	7,755
Rail Central	5,384
Total Available	13,139

Applicants' Obligations

	Required AUEs	Sq Ft Multiplier	Necessary Sq Ft
Physician Holdings	4.996	800	3,997
Intermountain	6.82	800	5,456
Available for Future	4.095	900	3,686
Total Square Feet			13,139

Requests for Housing Authority Approval

Physician Holding LLC and Intermountain Healthcare request that the Park City Housing Authority approve:

1. That the 1440 Empire and Rail Central Buildings be designated as affordable housing units.
2. That the existing Physician Holdings LLC obligation of 4.996 units will be fulfilled.
3. That the remaining Intermountain obligation from the annexation agreement and MPD approvals of 6.82 units will be fulfilled.
4. That if additional medical support density is approved by Park City, then 4.095 AUEs in these buildings will apply against the new affordable housing obligation that Intermountain will have due to the additional density.

Benefits of this Proposal

Physician Holdings LLC and Intermountain believe this proposal has several features that benefits all parties.

1. Existing buildings will become deed restricted, creating permanent affordable housing with Park City.
2. This proposal creates real additional units.
3. No current residents would be displaced by this proposal.
4. This proposal creates a precedent of an applicant (Intermountain) working with the city to provide real affordable housing units, in conjunction with a request to the city for approval of additional development rights.

FIRST AMENDED AFFORDABLE HOUSING MITIGATION PLAN FOR THE MEDICAL CAMPUS AT PARK CITY MEDICAL CENTER FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONDITIONS OF APPROVAL

WHEREAS, the owners of the Medical Campus at Park City Medical Center located on Round Valley Drive have a total housing obligation of 90.47 AUEs established within the Annexation Agreement recorded January 23, 2007;

WHEREAS, 44.78 AUEs are fulfilled through development of 28 townhomes within the Park City Heights development and 22.37 AUEs are deferred or transferred through land deals, and 12.5 AUEs are fulfilled in exchange for a land lease with Peace House providing land for a new, expanded facility, and a balance of 10.82 AUEs remain to be fulfilled;

NOW, THEREFORE, the Housing Authority of Park City, Utah hereby approves the 1st Amendment to the Housing Mitigation Plan as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Housing Mitigation Plan submitted by the Owner is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The original Annexation Agreement was recorded January 23, 2007.
2. The housing obligation is subject to the requirements of Housing Resolution 17-99.
3. The Housing Authority approved an overall housing obligation equal to 90.47 AUEs.
4. A Housing Mitigation Plan was approved on June 4, 2015 by the Housing Authority. Other than as amended herein, its findings of fact, conclusions of law and conditions of approval continue to apply.
5. The June 4, 2015 Housing Mitigation Plan has a typo in Line 3 of the Conclusions of Law stating that 11.82 AUEs remain to be fulfilled. It should read 10.82 AUEs.
6. Deferral of units resulting from the construction of the USSA facility equals 10.71 AUEs. The June 4, 2015 Housing Mitigation Plan finding of fact 4 stated 10.47 which is a typo.
7. Construction of 28 affordable townhomes within the Park City Heights development will fulfill 44.78 AUEs.
8. Transfer of development rights for one 25,000 square foot medical support building to Summit County for the Health Department and People's Health Clinic equals 5.83 AUEs.
9. Transfer of development rights for one 25,000 square foot medical support building to Physicians Holdings, LLC equals 5.83 AUEs.
10. Fulfillment of 12.5 AUEs were approved in exchange for a land lease to the Peace House for a campus that includes a minimum of the following: 12 transitional housing units totaling to 10,000 square feet, 7,200 square feet of

shelter space, and one employee apartment of a minimum of 800 square feet. The document signed for the June 4, 2015 approval stated 9,600 SF for the transitional housing space which is a typo. This typo does not affect the overall AUEs calculated for the project.

11. The Peace House campus equals a total of 22.5 AUEs of which 10 are in fulfillment of a Summit County housing obligation and therefore removed from the calculation resulting in 12.5 AUEs.
12. Lot 8 on which the Peace House campus will be constructed has no density due to its community benefit.
13. If IHC amends the MPD and has additional density assigned to the overall project, the density associated with the Summit County housing obligation (10 AUEs equaling 8,000 SF) shall be counted against any future density allocated to the overall project under the MPD. It is density being used for an outside entity's housing obligation.
14. The Owner submitted a proposed 1st Amendment to the Housing Mitigation Plan that would fulfill an additional 4 AUEs in exchange for a donation of \$816,000 to Peace House for the increased square footage incorporated into updated site plans for the new facility.
15. While the updated site plan added 8,057 SF, the Housing Authority only approved 5,599 square feet to be credited as AUEs. A chart is included below to illustrate the agreement.

Peace Housing New Facility Square Footage	Original 2015	Accepted by 1 st Amended
Transitional & Shelter units (2nd Floor)	17,200	21,300
Employee Units (2nd Floor)	800	2,080
Residential support (1st Floor)		
Laundry	N/A	219
Closet & Storage	N/A	-
Pantry & Storage	N/A	-
Total applicable AUE Square footage	18,000	23,599
divided by 800 - per AUE	22.50	29.50
Less county obligation	-10	-10
Less DV MPD AUEs	N/A	-3
Less IHC July 2015 approval	N/A	-12.5
AUE Credit	12.50	4.00

16. The existing Peace House shelter, which has been sold and will no longer fulfill housing obligations once the new facility opens, was built in fulfillment of three (3) AUEs of the housing obligation resulting from Deer Valley's MPD as amended (ELEVENTH AMENDED AND RESTATED LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT signed on March 23, 2011, page 5). Those three (3)

- Deer Valley AUEs will be fulfilled by the new Peace House facility and those three (3) AUEs will be removed from the calculation credited for the facility.
17. The donation amount of \$816,000 is equal to the following: August 2016 increase to the in-lieu fee of \$229,500 divided by 900 SF (current AUE) which equals \$255 per SF then multiplied by 800 SF (the definition of an AUE in Housing Resolution 17-99 which is the governing document for the Owner's housing obligations): $\$255 \times 800 \text{ SF} = \$204,000 \text{ per AUE} \times 4 = \$816,000$).

Conclusions of Law:

1. The Owner currently has 10.82 AUEs outstanding
2. The Owner will fulfill 4 AUEs with this Approval of an in lieu fee payment of \$816,000 to Peace House.
3. The Owner will have a balance of 6.82 AUEs still to be fulfilled following the completion of this plan.

Conditions of Approval:

1. If IHC amends the MPD and has additional density assigned to the overall project, the density associated with the Summit County housing obligation (10 AUEs equaling 8,000 SF) shall be counted against any future density allocated to the overall project under the MPD. .
2. If Peace House ceases operation of their program on Lot 8 prior to 50 years from the date of signing this agreement, the Owner will owe the City 16.5 AUEs.
3. The Peace House must build the space consistent with the table in finding of fact 15 above.

SECTION 2. EFFECTIVE DATE. This approval shall take effect upon adoption and execution.

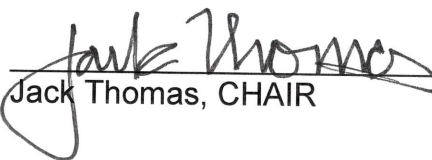
PASSED AND ADOPTED this 2nd day of February 2017.

PARK CITY HOUSING AUTHORITY

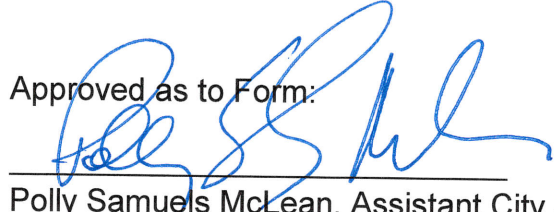


Attest:


Michelle Kellogg, City Recorder


Jack Thomas, CHAIR

Approved as to Form:


Polly Samuels McLean, Assistant City Attorney

WHEN RECORDED, RETURN TO:

Park City Municipal Corporation
Attention: City Recorder
PO Box 1480
Park City, Utah 84060

**DEED RESTRICTIONS PROTECTING THE AFFORDABILITY AND
SUSTAINABILITY OF UNIT #'s _____ AT _____**

THIS DEED RESTRICTION PROTECTING THE AFFORDABILITY AND SUSTAINABILITY OF UNIT #'s _____, (the "**Covenant**"), of the condominium development _____ (the "**Project**") located on property in Park City, Summit County, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, (the "**Property**"), is made and entered into as of the _____ day of _____, 2018 (the "**Effective Date**"), by and between _____, a _____ corporation (the "**Owner/Developer**") and Park City Municipal Corporation (the "**City**"), a Utah municipal corporation.

RECITALS

A. Whereas Owner/Developer owns certain condominium Unit(s) ("Unit") in that condominium project known as _____, situated in Park City, Utah, as more particularly described in Exhibit A, which is attached hereto and incorporated herein, and by this reference in that certain development known as _____.

B. Whereas the property within _____ is subject to that certain Development Agreement for _____ dated _____, _____ ("**Development Agreement**"), as amended, which requires, among other things, that certain employee and affordable housing be constructed in connection with the development property within _____.

C. Whereas, in accordance with the requirements of the Development Agreement, and as a condition to the development of the Property, the City has required that the Unit be restricted to be used for workforce affordable housing, and that the transfer, occupancy and rental of the Unit be restricted in the manner set forth in this Covenant.

D. Whereas in conjunction with the transfer of the Unit from the City to Owner/Developer, the City and Owner/Developer are entering into this Covenant, intending that it be incorporated into the deed of sale from the City to Owner/Developer and be a covenant running with the land.

E. Whereas this Covenant, upon its execution and recording in the public records of the County Recorder of Summit County, Utah, shall govern the terms and conditions of ownership, use, and occupancy of the Unit by the Owner/Developer or the Unit Owner and the

heirs, successors, executors, administrators, devisees, and assigns as addressed herein of the Owner/Developer or the Unit Owner.

COVENANT

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS:

1.1 ANNUAL COMPLIANCE REPORT. The reports attached to this Covenant as Exhibit D, *Park City Affordable Housing Affidavit for Owner-Occupied Units*, and Exhibit E, *Park City Affordable Housing Affidavit for Rented Units*, as they may be amended from time to time by the City or its designee, required to be provided to the City by the Unit Owner or Owner/Developer on an annual basis.

1.2 AREA MEDIAN INCOME. (AMI) As of any date, the definition given “area median income” by the latest Park City Affordable Housing Resolution, or, should the City cease releasing periodic affordable housing resolutions and replace such resolutions with superseding provisions in City Code governing the authority and implementation of affordable housing in the City, the definition given in such provisions of City Code, and if “area median income” is not defined in such provisions of City Code, as defined by the city council of Park City, Utah.

1.3 CAPITAL IMPROVEMENTS. Material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to all Permitted Capital Improvements.

1.4 CITY CODE. The Municipal Code of Park City, Utah, as amended.

1.5 DISABILITY. A physical or mental impairment that substantially limits one or more of a person’s major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

1.6 DOMICILE. The place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her family voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

1.7 EMPLOYEE HOUSING UNIT (“EHU”). A Unit owned by the Owner/Developer that the Owner/Developer rents to a Qualified Renter at Maximum Rent in accordance to the provisions outlined in this Covenant.

1.8 EXERCISE NOTICE. Written Notice sent by the City to the Owner/Developer or the Unit Owner within forty-five days of an applicable Offer Date notifying such Owner/Developer or Unit Owner whether or not the City or its assign will exercise the Option.

1.9 EVENT OF DEFAULT shall have the meaning assigned in Section 5.2.

1.10 HOUSEHOLD. All related and unrelated individuals occupying a Unit as their Primary Residence.

1.11 MAXIMUM RENT. The Maximum Rent an Owner/Developer may charge the Qualified Renter of an EHU as established according to Section 2.3.

1.12 MAXIMUM RESALE PRICE. The price above which a Unit may not be Sold to a Qualified Buyer as calculated by the City, its designated agent, department or assign, using the formula set forth in Section 3.14.

1.13 NET WORTH. The amount of total assets of the individuals or family that exceed total liabilities, as determined by the City.

1.14 NON-QUALIFIED BUYER. A buyer of a Unit that is not a Qualified Buyer.

1.15 NOTICE. Correspondence complying with the provisions of Section 6.8.

1.16 OFFER DATE shall have meaning assigned in Section 3.9.

1.17 OPTION. The assignable right of the City beginning upon the Offer Date and terminating after the expiration of the Option Period to purchase a Unit at such Unit's Maximum Resale Price.

1.18 OPTION PERIOD. The period extending forty-five (45) days from an Offer Date during which either the City or its assign may elect to purchase a Unit at such Unit's Maximum Resale Price.

1.19 OWNER/DEVELOPER. _____, the initial Owner/Developer of _____, or subsequent owners that own and maintain the Unit as an affordable EHU and rent the EHU to a Qualified Renter. Owner/Developer shall not include a person who holds an interest in the EHU merely as security for the performance of an obligation.

1.20 OWNER-OCCUPIED. A Unit that is occupied by the Unit Owner as the Unit Owner's Primary Residence.

1.21 PARK CITY SCHOOL DISTRICT BOUNDARIES. The latest school district boundaries as duly adopted and as reflected on the most current mapping issued by the Utah State Automated Geographic Reference Center school district map.

1.22 PERMITTED CAPITAL IMPROVEMENTS. Capital Improvements made by a Unit Owner to the Unit Owner's Unit with the prior written consent of the City that are designated on Exhibit B; are completed with all necessary building permits, including final inspections required by such permits, and deemed completed by the City building department; and that may increase the Maximum Resale Price subject to Section 3.14.

1.23 PRIMARY RESIDENCE. The place where Domicile has been established.

1.24 QUALIFIED BUYER. Qualified Buyer shall be a person or persons who are determined by the City to meet the following criteria:

1.24.1 A person who does not own any other real property; and

1.24.2 A person with a minimum of one adult in his or her Household who meets one of the following criteria:

(a) A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the Park City School District Boundaries; or

(b) An owner of a business or entity with a primary place of business within the Park City School District Boundaries; or

(c) A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within the Park City School District Boundaries; or

(d) A retired person who was a full-time employee of an entity located within the Park City School District Boundaries for at least two continuous years immediately preceding his or her retirement; or

(e) A person who is unable to work or does not have a work history required under subsections (a) through (d) of this Section 1.21 due to a Disability; and

1.24.3 A Household with an income that is 80% or less of the Area Median Income; and

1.24.4 The combined Net Worth of the persons eighteen years of age and older in the Household does not exceed an amount equal to four times the Area Median Income for the household family size.

1.25 QUALIFIED RENTER. A Qualified Renter shall be a person or persons who rent the Unit as an EHU from the Owner/Developer and are determined by the City to meet the following criteria:

1.25.1 A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the Park City School District Boundaries;

- 1.25.2 Those individuals who are self-employed do not qualify as “Qualified Renters;”
- 1.25.3 A Household with an income that is 50% or less of the Area Median Income; and
- 1.25.4 The combined Net Worth of the persons eighteen years of age and older in the Household does not exceed an amount equal to four times the Area Median Income for the household size.

1.26 PURCHASE PRICE. The amount paid for the Unit as consideration to obtain title to that Unit Owner(s)’ Unit, not including any title insurance, transaction costs or real estate commissions. The initial Purchase Price shall be set at a price affordable to a two-person household earning 80% of the Summit County Area Median Income (the “Target Household Income”) for the year in which the sale occurs. For these purposes, “affordable” shall mean that the total mortgage payment for the Owner Occupied Unit, including principal, interest, taxes and insurance (“PITI”) as well as annual HOA dues does not exceed 30% of the Target Household Income. The assumptions used to calculate the sales price shall be: (i) a 5% down payment; (ii) a 30-year term; and (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation (www.utahhousingcorp.org) at the time of the offer.

1.27 REASONABLE EFFORT. Good faith effort to advertise a Unit for rent at the Maximum Rent or for Sale at its Maximum Resale Price through the City’s affordable housing program or the Mountainlands Community Housing Trust; advertising through local media, including a paper with state or local circulation and such other widely distributed printing or flyer; and advertising through online resources specially designed to market and sell or rent real estate.

1.28 SALE. The term “Sale” or any derivative thereof such as “Sales,” “Sold,” and “Sell” shall include any transfer of title of a Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include but not be limited to any gift, assignment, devise or other transfer.

1.29 UNIT. Separate part of the Project intended for independent use as is more specifically defined in Exhibit A attached hereto.

1.30 UNIT OWNER. The transferees receiving title to or a fee interest in the Unit from the Owner/Developer in order to own and occupy the Unit as an Owner-Occupied Unit, and all subsequent person(s) vested with record title of a Unit according to the records of the County Recorder of Summit County, Utah. However, Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant.

2. COVENANT RESTRICTING OWNER/DEVELOPER RENTAL OF EMPLOYEE HOUSING UNIT TO QUALIFIED RENTERS

2.1 RENTING RESTRICTED TO QUALIFIED RENTERS. The Owner/Developer shall rent the Unit as an affordable rental Employee Housing Unit (“EHU”) only to Qualified Renters according to this Covenant, unless the City determines the Unit is no longer needed as an affordable rental EHU and the City grants the Owner/Developer written permission to sell the EHU to a Qualified Buyer pursuant to Article 3, Sections 3.9-3.17.

2.2 WHEN RENTING NOT RESTRICTED TO QUALIFIED RENTERS. Owner/Developer shall utilize reasonable efforts to give preference to Qualified Renters in renting the EHU so long as: (i) the Qualified Renter meets all the standard income, background, employment, and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (ii) giving such priority does not violate any applicable laws. Owner/Developer will not knowingly allow any tenant to sublease, assign, or otherwise convey any interest in the lease. In the event that Owner/Developer uses Reasonable Effort to rent to a Qualified Renter for at least sixty (60) days and is unable to rent to a Qualified Renter, the Owner/Developer will give the City written notice of such a vacancy, in which case the EHU shall become available for rent to a Qualified Renter identified by the City for a period of sixty (60) days following such written notice. In the event no Qualified Renter is available, the Owner/Developer shall have the right to rent to any other tenant for up to six (6) months. Nightly rentals (rentals for less than 30 days) are prohibited.

2.3 LIMITATION ON RENTAL RATES AND TERMS. The rate at which the Owner/Developer shall rent the EHU shall not exceed the Maximum Rent. The Maximum Rent in the year 20__ shall be \$_____ per month if the Owner/Developer covers all utility charges and \$_____ per month if the lease holder is responsible for electrical utility costs. The Maximum Rent shall be adjusted on June 15 of each year by the annual percentage increase in the Consumer Price Index (the Department of Labor and Commerce Bureau of Labor Statistics Consumer Price Index, All Urban for the Western Region) using a base year of 20__. At no time shall the EHU Maximum Rent exceed 50 % of AMI. In the event the Owner/Developer rents or leases the EHU in excess of the Maximum Rent, any rents paid to the Owner/Developer by the Qualified Renter in excess of the Maximum Rent shall be due and payable to the City immediately upon receipt thereof by the Owner/Developer. Such excess rents paid to the City shall be used to further the City’s Affordable Housing Plan. HOA fees shall not be separately charged to the renter.

2.4 RENT AS PART OF EMPLOYEE COMPENSATION PACKAGE. Rent for the EHU may be included as part of an overall employee compensation package. The value of this benefit shall not exceed the Maximum Rent.

2.5 MINIMUM LEASE TERM FOR A UNIT. The minimum lease term for the EHU shall be six (6) months. In no event shall the EHU be offered for rent on a nightly basis to the general public.

2.6 VACANCY OF UNIT. Should the EHU become vacant for a period of more than sixty (60) consecutive days, the Owner/Developer of such EHU shall use Reasonable Effort to rent the EHU, including without limitation giving the City written notice of such a vacancy, in which case the EHU shall become available for rent by a Qualified Renter identified by the City, subject to the provisions of Section 2.2.

2.7 CONDITION OF RENTAL UNIT. The Owner/Developer and the Qualified Renter shall keep and maintain the EHU in a safe, sound, habitable, good, sanitary condition and in a good state of repair. The Owner/Developer shall maintain the EHU according to the standards outlined in Exhibit C, *Minimum Standards*. The Owner/Developer shall repair damage or replace or restore any destroyed parts of the EHU within six (6) months. In conjunction with the Annual Compliance Report, the EHU shall be subject to an annual inspection by the City.

2.8 ANNUAL COMPLIANCE REPORTS. The Owner/Developer shall submit an *Annual Compliance Report for Rented Units* (Exhibit E) to the City by June 30 of each year. The Annual Compliance Report shall include a signed affidavit by the Owner/Developer certifying that such Owner/Developer is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to an Owner/Developer does not discharge the obligations of such Owner/Developer to make the Annual Compliance Report. The City may request additional documentation to demonstrate that the EHU is rented to a Qualified Renter as outlined in this Covenant. The Owner/Developer shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

2.9 DETERMINATION THAT UNIT IS NO LONGER NEEDED AS AN EHU. Should the City determine, based on an independent housing needs assessment, that the Unit is no longer necessary to satisfy the affordable/employee housing needs in Park City, the Owner/Developer may sell the Unit to a Qualified Buyer according to the Restrictions on the Sale of Unit to Qualified Buyers provided in Article 3, Sections 3.9-3.17. The Park City Housing Authority or its successor shall make the final determination of the continuing need for the Unit.

2.10 OWNER/DEVELOPER IS SUBJECT TO EVENT OF DEFAULT PROVISIONS. Should the Owner/Developer trigger an Event of Default defined in Section 5.2, the provisions outlined in Article 5, Event of Default, shall apply to the Owner/Developer.

2.11 ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents or assigns. The Park City Police Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific

performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant.

3. COVENANT RESTRICTING SALE OF UNIT TO QUALIFIED BUYERS FOR OWNER OCCUPATION

3.1 SALE OF UNIT TO QUALIFIED INDIVIDUAL FOR OWNER OCCUPATION. Should the City determine that the Unit is no longer needed as an affordable rental EHU in accordance with Section 2.9 above, the Owner/Developer may sell the EHU according to the restrictions in this Article 3 of this Covenant to a Qualified Buyer and the Unit shall be owned and used by the Unit Owner as an Owner-Occupied Unit. The Unit Owner, the Unit Owner's heirs, successors, executors, administrators, devisees and assigns and all persons acquiring an interest in the Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Unit Owner shall not permit any ownership, use or occupancy of his or her Unit except in compliance with this Covenant.

3.2 ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents or assigns. The Park City Police Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant.

3.3 OWNER OCCUPANCY. Each Unit owned by a Qualified Buyer shall be Owner-Occupied unless a Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each Unit Owner shall occupy his or her Unit as a Primary Residence.

3.4 OTHER PROPERTY OWNERSHIP IS PROHIBITED. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase or otherwise acquire any other direct or indirect interest in real property while the Unit Owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary if such trust's corpus contains any other real property.

3.5 LIMITATIONS ON REFINANCING. The Unit Owner shall not under any circumstances obtain any financing or combination of financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed.

3.6 MAINTENANCE. Each Unit Owner shall make all repairs and maintain the Unit Owner's Unit in a safe, sound, habitable and good condition and state of repair. In the case of damage to the Unit, the Unit Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months.

3.7 INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Unit Owner shall continuously insure the Unit Owner's Unit against all risks of physical loss for the full replacement value of the Unit.

3.8 UNIT RENTAL PROHIBITED; EXCEPTION. Unit Owner shall not rent or lease all or any portion of the Unit, including nightly rentals; provided, however, that only with the prior written consent of the City, Unit Owner may rent or lease the Unit under the following circumstances:

3.8.1 Subject to other zoning and land use regulations, each Unit Owner may rent out a portion of his or her Unit to a roommate for a term of six (6) months or longer, and the amount of respective rent a Unit Owner may charge such roommate per month shall not exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.

3.8.2 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit for a period not to exceed twelve (12) months if the Unit Owner is unable to Sell the Unit after one-hundred-and-twenty (120) days of Reasonable Effort. The option to rent under this Section 3.8.2 shall not be exercised by any Unit Owner more than once.

3.8.3 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit if the Unit Owner is required to relocate for a period not to exceed two (2) years by the Unit Owner's employer; for religious, civic, or community service; or for military service.

3.8.4 Other circumstances as may be required by law.

3.9 RESALE OF UNIT. Each Unit Owner shall send Notice to the City of such Unit Owner's intent to Sell that Unit Owner's Unit (the date of such Unit Owner's Notice to the City shall be the "**Offer Date**") and shall not Sell any interest in such Unit until the earlier of (i) the expiration of the Option Period without receipt of an Exercise Notice from the City, (ii) the date of an Exercise Notice notifying the Unit Owner that neither the City nor its assign will be exercising its rights under the Option, or (iii) sixty (60) days after receipt of an Exercise Notice if the Sale to the City or its assign has not yet closed by that date.

3.10 COVENANT TO RESTRICT SALES TO QUALIFIED BUYERS. Except as (i) otherwise previously agreed to by the City in writing, (ii) allowed by Section 3.13, or (iii) provided for by amendment to this Covenant, Units shall only be sold to (a) Qualified Buyers who agree to use their respective Units as an Owner-Occupied Primary Residence or (b) the City.

3.11 OPTION TO THE CITY. The City may only assign its Option to a Qualified Buyer. If the City elects to exercise its Option or assigns the Option, the City or its assign shall

complete the acquisition of a Unit within sixty (60) days of the date of the Exercise Notice. If (i) the Option Period expires without receipt of an Exercise Notice by a Unit Owner; (ii) the Unit Owner receives Exercise Notice that neither the City nor its assign will be exercising its rights under the Option, or (iii) sixty (60) days expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, the Option shall automatically terminate with respect to such Sale or offering for Sale without the need for further Notice or documentation.

3.12 RIGHT TO PURCHASE UNIT IN DEFAULT OF LIEN. Whenever all or a portion of the principal sum of any obligation secured by a lien on a Unit Owner's Unit has, prior to the maturity date fixed in the obligation, become due or been declared due by reason of a breach or default in the performance of any obligation secured by the lien, including a default in the payment of interest or of any installment of principal, or by reason of failure of the Unit Owner to pay, in accordance with the terms of the applicable loan document, taxes, assessments, premiums for insurance, or advances made by the lender secured by the obligation (the "**Secured Creditor**") in accordance with terms of the obligation or of the applicable loan documents, it shall be considered an Event of Default under this Covenant, and the City shall be considered a successor in interest or assign of the Unit Owner, and at any time within three (3) months of the filing or recording of a notice of default, before a deed of trust sale or judicial foreclosure may be exercised, the City may pay to the Secured Creditor, or the Secured Creditor's successor in interest, the entire amount then due under the terms of the applicable loan documents (including costs and expenses actually incurred in enforcing the terms of the obligation and the trustee's and attorney's fees actually incurred), other than that portion of the principal as would not then be due had no default occurred, and thereby cure the existing default. After the Secured Creditor or the Secured Creditor's successor in interest has been paid and the default cured, the Unit Owner shall sell the Unit to the City for the amount of principal balance remaining due to the Secured Creditor or the Secured Creditor's successor in interest under the loan documents, and title to the Unit shall transfer to the City.

3.12.1 Each Unit Owner shall send Notice to the City of any event of default under obligations secured by a lien on such Unit Owner's Unit.

3.12.2 The Secured Creditor shall provide the City with written Notice at least thirty (30) days prior to the earlier of (i) the Secured Creditor's recording the notice of default as required by Utah Code Annotated Title 57, Chapter 1, as amended, or (ii) the commencement of a judicial foreclosure proceeding.

3.12.3 The Unit Owner shall provide any consents necessary to allow the Secured Creditor to provide the City with the information and amounts necessary to cure any default.

3.12.4 The Unit Owner hereby assigns the City all of the Unit Owner's rights to cure the default as are provided to the Unit Owner by law or the applicable loan documents; and by curing such default, the City shall regain title to the Unit either from the Unit Owner as described in Section 3.12 or from the Secured Creditor, if title to the Unit has passed to

the Secured Creditor, to the extent the Unit Owner would be allowed to cure such default by law or the loan documents (the “**Right to Purchase Unit in Default**”). The City or its designee may exercise its Right to Purchase Unit in Default by providing Notice of its intent to the Secured Creditor and the Unit Owner within three (3) months from the later of the City’s receipt of (i) the notice of default required by Section 2.12.1, (ii) the notice of default required by Section 3.12.2, or (iii) the recording of a notice of default with the applicable county recorder. The Right to Purchase Unit in Default shall lapse if the City fails to timely deliver such Notice.

3.12.5 If (i) the City received either the Notice required by Section 3.12.1 or 3.12.2 and (ii) the City’s Right to Purchase Unit in Default lapses, or the City otherwise declines to exercise its Right to Purchase Unit in Default, then the Secured Creditor may initiate a trustee’s sale, foreclosure proceeding, or other remedy affecting the title to the Unit, and upon such sale, all deed restrictions in this Covenant shall be deemed removed with respect to the Unit.

3.13 SALE TO A NON-QUALIFIED BUYER. If after using Reasonable Efforts for a period of one-hundred-and-twenty (120) days, a Unit Owner is unable to sell that Unit, such Unit Owner shall send Notice to the City and may request that the City either (i) purchase that Unit at a price mutually agreed upon by such Unit Owner and the City, but in no event more than the Maximum Resale Price, or (ii) give written approval permitting the Sale of that Unit, subject to the terms of this Covenant, to a Non-Qualified Buyer.

3.14 MAXIMUM RESALE PRICE. Sales of any Unit by a Unit Owner shall be governed by a resale formula that establishes the Maximum Resale Price. In no event shall a Unit Owner Sell a Unit for more than the Maximum Resale Price. The Maximum Resale Price is equal to the sum of the Purchase Price paid by the selling Unit Owner(s) (i) *plus* an increase of three percent (3%) per year from the date of such Unit Owner(s)’ purchase of the Unit until the date of such Unit Owner(s)’ Offer Date, prorated for partial years; (ii) *plus* Permitted Capital Improvements, if applicable, in an amount no greater than five percent (5%) of the Purchase Price paid by the selling Unit Owner(s); (iii) *minus* any reductions in price pursuant to Section 3.2. Real estate commissions, seller’s closing costs, and Capital Improvements that are not Permitted Capital Improvements shall not be included in the Maximum Resale Price. Nothing in this Covenant shall be construed to constitute a representation or a guarantee by the City that any sale of a Unit by a Unit Owner shall obtain the Maximum Resale Price.

3.15 TRANSFER OF TITLE. A Unit Owner shall not enter into or execute any transaction that Sells any interest in a Unit without the prior written consent of the City.

3.16 NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit in violation of this Covenant is null and void and does not confer title whatsoever upon the purported buyer. This includes a Sale or transfer wherein the Qualified Buyer obtains any financing or multiple financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed. The Unit Owner is liable for all costs and attorney fees incurred in setting aside a non-complying Sale or transfer of the Unit.

3.17 NO DISCRIMINATION. Each Unit Owner shall not discriminate against any person in the Sale of a Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity or protected expressions. Each Unit Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.

3.18 ANNUAL COMPLIANCE REPORT. Each Unit Owner shall provide the City with an Annual Compliance Report, *Park City Affordable Housing Affidavit for Owner-Occupied Units* (Exhibit D), by June 30 of each year. The Annual Compliance report shall be accompanied by a signed affidavit by the Unit Owner certifying that such Unit Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Unit Owner does not discharge the obligations of such Unit Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that each Unit Owner uses that Unit Owner's Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each Unit Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

4. PHYSICAL CONDITION OF UNITS

4.1 CHANGES AND/OR CAPITAL IMPROVEMENTS. Each Unit Owner shall obtain the prior written consent of the City before allowing Capital Improvements valued at more than \$1,000 to be made to that Unit Owner's Unit.

4.2 MINIMUM STANDARDS OF PHYSICAL CONDITION. A Unit Owner will be required to maintain a minimum standard of physical conditions as set forth in Exhibit C for the Unit in order to receive the Maximum Resale Price. Sixty (60) days prior to offering any Unit for Sale, the City or a designee will conduct an inspection and provide a list to the Unit Owner as to the items that need to be remedied prior to closing to bring the Unit to minimum standards and to get full Maximum Resale Price. If said inspection reflects items that do not meet the minimum standards for Unit Owner to receive the Maximum Resale Price pursuant to Exhibit C, the Unit Owner shall be required to either bring the Unit to minimum standards or an equal cost will be deducted from the Maximum Resale Price. If the Unit meets the minimum standards for Unit Owner to receive the Maximum Resale Price, the Unit may be offered for the Maximum Resale Price.

5. EVENT OF DEFAULT

5.1 IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. Each Unit Owner, by acquiring a Unit is deemed to acknowledge that Ordinance 14-47 and City Code § 8-3-6, each as amended, establish that it is a crime to commit affordable housing fraud. Ordinance 14-47 was ratified to "ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers . . . and other intended beneficiaries of deed

restricted affordable housing are protected from any fraudulent acts or statements.” A violation of City Code § 8-3-6 is subject to criminal prosecution, and each Unit Owner shall not violate either such law.

5.2 EVENT OF DEFAULT. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit without prior written consent of the City; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-Occupied Primary Residence; (d) failure to pay the monetary penalties of Section 5.3; (e) failure to submit the Annual Compliance Report required by Sections 2.8 or 3.18; or (f) failure to make timely payments on otherwise defaulting on a lien or mortgage on any Unit.

5.2.1 Rental of any Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the notice required under Section 5.3, the City may charge any Unit Owner that rents that Unit Owner’s Unit on a nightly or weekly basis, automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night.

5.3 MONETARY PENALTIES. Upon Notice from the City to a Unit Owner of an Event of Default, the Unit Owner shall have thirty (30) days to cure such noncompliance. If the Unit Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Unit Owner of up to two-hundred and fifty dollars (\$250.00) per day beginning on the thirty-first (31) day after Notice of the Event of Default.

5.4 CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If a Unit Owner does not cure an Event of Default within thirty (30) days, then the City may initiate the process of obtaining title to such Unit Owner’s Unit as further described in this paragraph. The City shall send Notice to the Unit Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Unit Owner of an informal hearing before the City council to take place within thirty (30) days of such Notice, at which the Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the City council shall issue a final ruling within thirty (30) days of the hearing which shall make a finding as to the Unit Owner’s Event(s) of Default. Upon a final ruling of an Event of Default against such Unit Owner, the occurrence of such condition subsequent shall trigger the City’s right to title in fee simple to the Unit Owner’s Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City’s exercise of its reversionary interest, the City shall repay, or cause to be repaid any debt or obligation incurred by the Unit Owner for the acquisition of the Unit to the extent such debt or obligation is secured by a lien against the Unit. Upon successful closing of a Sale of the Unit from such Unit Owner to the City or its assign pursuant to Section 5.5, any reversionary interest of the City granted by this Section 5.4 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section

5.4, amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such Unit Owner for the difference between the amount paid and the Maximum Resale Price.

5.5 RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City council as described in Section 5.4, a Unit Owner shall work with the City to sell that Unit Owner's Unit to the City for the Unit's Maximum Resale Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 5.4, to exercise or assign its right to purchase pursuant to this Section 5.5, or to seek any other remedy provided to it at law or in equity.

5.6 REMEDIES NOT EXCLUSIVE. Except as provided in Section 5.4 regarding the termination of the city's reversionary interest upon a Sale pursuant to Section 5.5, no remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

6. GENERAL PROVISIONS

6.1 TERM OF AGREEMENT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.

6.2 AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the Owner/Developer or Unit Owner at the time of such amendment or modification and the City and must be recorded with the Clerk and Recorder of Summit County, Utah. Amendments or modifications to this Covenant may be made to affect this individual Unit only, and such amendments or modifications shall be effective only when made by writings signed by the Owner/Developer or Unit Owner that own the Unit specified in such modification or amendment at the time of the amendment or modification and the City and recorded with the Clerk and Recorder of Summit County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the Unit Owner's or any Secured Creditor's rights.

6.3 NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a Waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

6.4 WAIVER. The Owner/Developer or Unit Owner hereby waives any defenses, rights, or remedies that it might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; or (b) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer or of the Unit Owner and the City.

6.5 DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying an EHU from an Owner/Developer to a subsequent Owner/Developer or of a deed conveying a Unit to a Qualified Buyer, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor.

6.6 SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 3.12, 5.4, and 5.5, nothing in this Covenant shall be interpreted to require an Owner/Developer or a Unit Owner to Sell the Unit against that Owner/Developer or Unit Owner's will.

6.7 SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own each Unit. Each Owner/Developer or Unit Owner of a Unit shall not be liable for or encumbered by the obligations or liabilities under this Covenant associated with any other Owner/Developer or Unit Owner.

6.8 NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. Each party to this Covenant, including the City, the Owner/Developer, and each Unit Owner, may change their respective addresses for the purpose of receiving Notice by a written Notice to the other parties.

Notice to a Unit Owner shall be sent to the address on file with the Office of the Recorder of Summit County, Utah.

Notice to the Owner/Developer shall be addressed to the following address or to the address of subsequent Owner/Developer on file with the Office of the Recorder of Summit County, Utah:

Attn: _____

Any Notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal Corporation

445 Marsac Avenue
Park City, Utah 84060
ATTN: City Recorder and Housing Office
Fax: (435) 615-4901

6.9 SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.

6.10 ATTORNEY FEES. If any party shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

6.11 CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.

6.12 SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, executors, administrators, devisees and assigns of the parties.

6.13 THIRD-PARTY BENEFICIARY. This Covenant is not intended to confer rights on third parties.

6.14 PARAGRAPH HEADINGS. Paragraph and section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit, or aid in the construction of any terms or provisions contained herein.

6.15 GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

6.16 COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Unit, and all parties that obtain any interest in the Unit that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit for the benefit of the City and shall encumber the Unit and shall be binding upon all subsequent Owner/Developers of the EHU and Unit Owners of the Unit and any other party with an interest in the Unit.

6.17 INTEGRATION. This Covenant constitutes the entire agreement between the parties with respect to the matters set forth herein.

6.18 INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the property and to ensure to the extent possible that the EHU Maximum Rent or the Unit Maximum Resale Price remains affordable.

6.19 SUPERIORITY OF COVENANT. The Owner/Developer or Unit Owner acknowledges that they have not and will not execute any other agreement with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Owner/Developer, Unit Owner, the City, and respective successors.

6.20 NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Owner/Developer or the Unit Owner against any loss.

6.21 COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding agreement on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

6.22 RECORDATION. Upon execution of this Covenant, the City shall cause this Covenant to be recorded in the public records of the County Recorder of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

IN WITNESS WHEREOF, the undersigned have executed this Covenant as of the Effective Date.

OWNER/DEVELOPER:

By: _____

Name: _____

Its: _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a corporation.

Notary Public

My Commission Expires:

CITY:
Park City Municipal Corporation
a Utah Municipal Corporation

By: _____

Name: Andy Beerman _____

Its: Mayor _____

Attest:

City Recorder

Approved as to Form:

City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

On the _____ day of _____, 20__, personally appeared before me Andy Beerman, who being by me duly sworn did say that he is the Mayor of Park City Municipal Corporation, a Utah municipal Corporation, and that the within and foregoing instrument was signed on behalf of such entity.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

EXHIBIT A

The following described real Property is located in Summit County, Utah

EXHIBIT B
PERMITTED CAPITAL IMPROVEMENTS

1. The term "Permitted Capital Improvement" as used in the Agreement shall only be allowed as they are consistent with the CCRs and design guidelines and shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements.
 - b. Improvements for energy and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety;
 - e. Installation of health and safety protection devices (including radon);
 - f. Improvements to add and/or finish permanent/fixed storage space; and/or
 - g. Improvements to finish unfinished space.
2. Permitted Capital Improvements as used in this Agreement shall **NOT** include the following:
 - a. Jacuzzis, saunas, steam showers and other similar items;
 - b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
 - c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a Unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.
3. All Permitted Capital Improvement items and costs shall be approved by the City or its Designee prior to construction in order to be added to the Maximum Resale Price **at the time of resale** subject to depreciation as defined herein [Permitted Capital Improvements are not included in the additional 3% calculation in paragraph 2.14(i)]. In order to get credit for an improvement where a building permit is required, the improvement will not be counted unless a Letter of Completion was obtained by the Building Department.

EXHIBIT C
MINIMUM STANDARDS FOR
SELLER TO RECEIVE MAXIMUM RESALE PRICE

- Clean Unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops, etc. other than normal wear and tear.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Other than normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new Qualified Buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit remain and are in good working order and good condition

DEFINITIONS:

Clean Unit: All rooms will be cleaned as stated below:

Kitchen:

- Range – Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher – Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.
- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

EXHIBIT D

Park City Affordable Housing Affidavit For Owner Occupied Units



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of
Notary before whom affidavit is sworn], on this _____ [day of month] day of
_____ [month], 20____, personally appeared _____
_____ [name of affiant], known to me to be a credible person and of
lawful age, who being by me first duly sworn, on _____ [his or her] oath, deposes and says:

*I currently own my residence at _____ (street address) which is
a deed restricted property to preserve affordability. I am fully aware of the restrictions and am to the
best of my knowledge in compliance including the requirement for owner occupancy. I verify that I
continue to live in it as my primary residence. * I have never rented my home even for short periods
of time. I have not acquired any direct interest in other real property since my purchase of the deed
restricted unit listed above. If approved by the city's housing office to rent to a roommate, please list
name, employment and amount of rent charged: _____*

[signature of affiant]

[printed name of affiant]

(phone)

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

(email address)

Subscribed and sworn to before me, this _____ [day of month] day of _____ [month],
20____.

[Notary Seal]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

**Primary Residence is defined as the domicile in which you live for no less than 9 months out of any given 12 month
period.*

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060.
Forms may also be emailed to rhoda.stauffer@parkcity.org or faxed to 435-858-9019.

EXHIBIT E

Park City Affordable Housing Affidavit For Rented Units



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ *[name of Notary before whom affidavit is sworn]*, on this _____ *[day of month]* day of _____ *[month]*, 20____, personally appeared _____ *[name of affiant]*, known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

I currently own the property at _____ *(street address)* which is a deed restricted home for affordability. I am fully aware of the restrictions and am to the best of my knowledge in compliance. I verify that I am currently renting it to a qualified individual for \$_____ per month.

[signature of affiant]

(printed name of affiant)

(phone)

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

Subscribed and sworn to before me, this _____ *[day of month]* day of _____ *[month]*, 20____.

[Notary Seal:]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060 by no later than November 29, 2013. rhoda.stauffer@parkcity.org or fax#435-658-0019

**FINDINGS OF FACT, CONCLUSIONS OF LAW, CONDITIONS OF APPROVAL
AND ORDER REGARDING THE APPEAL OF A
CONDITIONAL USE PERMIT FOR 1440 EMPIRE AVENUE
HEARD BY THE CITY COUNCIL ON FEBRUARY 10, 2011**

Appellants: David and Rosemary Olsen, Rick Margolis, and Bill and Dianne Newland, represented by Bruce R Baird PC
Applicant: John Paul DeJoria, represented by Craig Elliott AIA

Findings of Fact

1. The subject property is at 1440 Empire Avenue, Park City, Utah.
2. The subject property was approved as 1440 Empire Avenue Replat by City Council on February 25, 2010, but has yet to be recorded
3. The subject property is 12,882.62 square feet or 0.295 acres.
4. The property is located in the Recreation Commercial (RC) District.
5. A Multi-Unit Dwelling is permitted under a Conditional Use Permit within the RC zone.
6. A Parking Area or Structure with 5 or more spaces is permitted under a Conditional Use Permit within the RC zone.
7. The Planning Commission approved a Conditional Use Permit (CUP) for a Multi-Unit Dwelling and a Parking Area of Structure with 5 or more spaces at this location on December 9, 2009 which contained eight (8) two-bedroom units and two (2) four-bedroom units, with surface parking occurring towards the front of the parcel off of Empire Avenue.
8. The CUP was appealed by adjacent owners David and Rosemary Olsen, Rick Margolis, and Dianne and Bill Newland on December 21, 2009.
9. On February 25, 2010 the City Council heard the appeal. The City Council granted the appeal in part and denied the appeal in part, remanding it back to the Planning Commission for further review of just these two items: (1) The height, scale, mass and bulk of the rear of the building shall be further modified and considered under the standard in LMC 15-1-10(E)(8); and (2) Further design changes with consideration for ensuring that the proposed development transitions to and complements the existing historic structure to the east shall be reviewed and /or further conditioned.
10. On March 4, 2010 the City Council ratified the Remand.
11. On May 12, 2010 the applicant's attended a Work Session with the Planning Commission which proposed changes to the rear façade, modifying roof forms, height, and materials.
12. On September 10, 2010 the applicant submitted modified CUP drawings for a Multi-Unit Dwelling. The drawings were supplemented on September 16, 2010 and with minor detail changes on December 1, 2010. (Hereinafter, December 1, 2010 design).
13. Appellants were notified of the amended design in September and were given a hard copy of the plans on November 24, 2010.

14. On December 8, 2010 the Planning Commission directed staff to come back with an analysis of which CUP criteria were affected from the current project and to provide findings of fact, conclusions of law, and conditions of approval.
15. On December 15, 2010 the Planning Commission found the new project met Council's Remand order of February 25, 2010, and approved the CUP for a Multi-Unit Dwelling and Parking Area of five (5) or more parking spaces according to the findings of fact, conclusions of law, and conditions of approval.
16. The appellant(s) submitted a complete appeal to the City Recorder on December 27, 2010.
17. The December 1, 2010 design has moved the building away from the historic property on Woodside Avenue an additional 20'-6" from the rear setback, locating it closer to Empire Avenue and placing it at the front yard setback.
18. The current design dated December 1, 2010 meets the zone height of 35 feet without utilizing height exceptions for increases in either pitched roofs or mechanical equipment.
19. The current design dated December 1, 2010 meets the February 25, 2010 City Council Remand items 1 and 2 as referenced in Finding of Fact #9, #14 and #15.
20. The site allows a Floor Area Ratio (FAR) of 1.0 totaling 12,882.62 square feet. The proposed project has a FAR of 0.91 and is 11,688 square feet. Underground parking garages are not calculated in the FAR.
21. The Multi-Unit Dwelling contains 4 total stories, 3 stories above ground and a parking garage below grade.
22. The proposed project contains (9) units; (6) two-bedroom units and (3) four-bedroom units.
23. The Multi-Unit Dwelling is required to have twelve (12) parking spaces. All 12 spaces are provided in an underground parking garage. A Parking Area of five (5) or more parking spaces is a Conditional Use in the Recreation Commercial (RC) District.
24. The proposed design has been reviewed against and meets LMC 15-5 Architectural Review. The proposed design is compatible with the variety of architectural styles found in the RC zone.
25. Conditional Use Permit review criteria #1 Size and location of the Site; criteria #2 Traffic considerations; criteria #3 Utility capacity; criteria #6 Internal vehicular and pedestrian circulation system; criteria #9 Usable Open Space; criteria #12 Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site; criteria #13 Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas; criteria #14 Expected Ownership and management of the project; criteria #15 Environmentally Sensitive Lands, Slope retention, and appropriateness of the structure to the topography of the Site; are unchanged from original approval or cause no measureable change and have no unmitigated impacts.
26. Conditional Use Permit review criteria #4 Emergency vehicle access; is improved by the new design allowing direct access to three sides of the structure. Emergency vehicles will access the site directly from Empire Avenue or through driveway on north and east of proposed building.

27. Conditional Use Permit review criteria #5 Location and amount of off street parking; improved by the new design and mitigated through 12 parking spaces in underground parking garage and driveway to north of property.
28. Conditional Use Permit review criteria #7 Fencing, Screening and landscaping to separate the Use from adjoining Uses has been mitigated by landscaping on all sides of the property, with intensive landscaping at the east parking drive setback adjacent to the historic property and south property side yard setback adjacent to contemporary single family home.
29. Conditional Use Permit review criteria #8 Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots has been mitigated with a reduction in height from the previous design in not utilizing height exceptions, reduced building shadowing on adjacent properties, increased landscape buffering, placement of interior and exterior building uses, reduction of decks on south building façade, elimination of exterior storage closets on south building façade decks, building placement tapering side yard setback along south building face.
30. Conditional Use Permit review criteria #10 has no Unmitigated impacts. The new design's of an underground parking garage has eliminated the surface parking area's lighting requirements previously required.
31. Conditional Use Permit review criteria #11 Physical design and Compatibility with surrounding Structures in mass, scale, style, design and architectural detailing; meets LMC 15-5 Architectural Review and is compatible with the variety of structure styles and sizes found in the RC zone.
32. The Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The application satisfies all Conditional Use Permit review criteria for a Multi-Unit Dwelling and a Parking Area of Structure with five (5) or more spaces as established by the LMC's Conditional Use Review process [Section 15-1-10 (E) (1-15)].
2. The application complies with all requirements of the LMC;
3. The application complies with the Council Remand Order of February 25, 2010.
4. The Use will be Compatible with surrounding Structures in Use, scale, mass and circulation;
5. The Use is consistent with the Park City General Plan, as amended; and
6. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits. Measures to protect existing vegetation shall be included in the Construction Mitigation Plan (CMP).
3. A Site Drainage Plan will be submitted prior to building permit issuance for City Engineer Approval. Such Site Drainage Plan will include (1) roof run-off to go to a detention pond that discharges out to Empire Avenue (2) The drive and garage

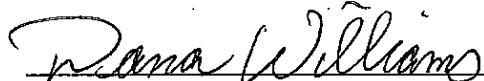
- drainage will go to a retention basin that does not discharge off site (3) Post discharge will be equal to or less than Pre-development discharge.
4. City Engineer review and approval of all appropriate grading, utility installation, and public improvements for compliance with City standards, to include driveway and parking garage layout is a condition precedent to building permit issuance. A shoring plan is required prior to excavation.
 5. A landscape plan is required with the building permit. Changes to an approved plan must be reviewed and approved prior to landscape installation.
 6. This approval will expire on February 10, 2012 if a building permit has not been issued.
 7. Recordation of 1440 Empire Avenue Replat is required prior to building permit issuance.
 8. Modified 13-D fire sprinkler system will be required.
 9. Any significant modification of approved unit layout as shown on drawings date stamped September 10, 2010, September 19, 2010 and December 1, 2010 which changes bedroom configuration or unit size, requiring modification to required parking, will require amendment to Conditional Use Permit.
 10. If the Multi-Unit Dwelling is used to fulfill a future affordable housing obligation, then the project must meet the deed restriction and requirements of the Affordable Housing Resolution in effect at the time of the obligation.
 11. All driveway lighting must be zero cut-off at property line and shall not exceed the minimum lighting level required by the Building Code. All lighting must meet the Lighting Ordinance and be downward directed and shielded. Light fixture cut sheets shall be reviewed by the Planning Department for approval prior to installation.
 12. Retaining walls in the rear yard setback shall not exceed six feet (6') in height measured from Final Grade per LMC 15-4-2. Applicant shall submit a modified Site Plan sheet CUP-001 reflecting such change prior to building permit issuance.

Order

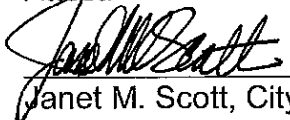
The appeal is denied in full.

PASSED AND ADOPTED by the City Council this 10th day of February, 2011.

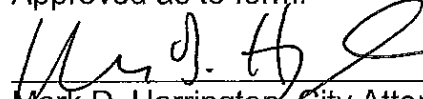
PARK CITY MUNICIPAL CORPORATION

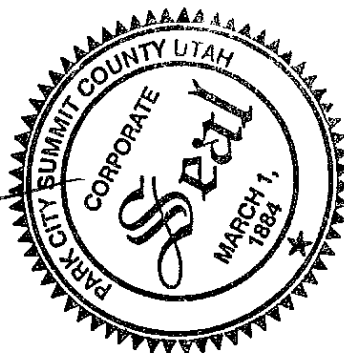

Mayor Dana Williams

Attest:


Janet M. Scott, City Recorder

Approved as to form:


Mark D. Harrington, City Attorney



Dwelling Unit Area Analysis

Area Schedule (Net Building) Units			
Name	Level	Area	Comments
Unit Area A	LEVEL 3	768 SF	1 Parking Stall
Unit Area B	LEVEL 3	619 SF	1 Parking Stall
Unit Area C	LEVEL 3	642 SF	1 Parking Stall
Unit Area D	LEVEL 3	525 SF	1 Parking Stall
Unit Area A	LEVEL 2	768 SF	1 Parking Stall
Unit Area B	LEVEL 2	619 SF	1 Parking Stall
Unit Area C	LEVEL 2	642 SF	1 Parking Stall
Unit Area D	LEVEL 2	525 SF	1 Parking Stall
Unit Area A	LEVEL 1	768 SF	1 Parking Stall
Unit Area B	LEVEL 1	619 SF	1 Parking Stall
Unit Area C	LEVEL 1	642 SF	1 Parking Stall
Unit Area D	LEVEL 1	525 SF	1 Parking Stall
		7660 SF	

Area Schedule (Net Building) Common Area			
Name	Level	Area	Comments
Common	LEVEL 3	344 SF	
Common	LEVEL 2	344 SF	
Common	LEVEL 1	352 SF	
		1039 SF	

Area Schedule (Net Building) Parking			
Name	Level	Area	Comments
Parking Area	GARAGE LEVEL	3911 SF	12 Parking Stalls (1 ADA Stall)

Note: 12 Parking Stalls Provided (1 Stall is ADA Van Accessible).

Revision Schedule			
No.	Date	Description	
2	2015.04.22	Kimball Engineering Revisions	
6	2015.06.28	12 Unit Conversion	

CONSULTANTS



ELLIOTT WORKGROUP

Elliott Workgroup Architecture, LLC
364 Main Street, PO Box 3419
Park City, Utah 84060
(435)649-0092 or (801)415-1839
www.elliottworkgroup.com

DATE: February 23rd, 2015
ISSUE: Construction Documents
PROJECT: EWG #2008-06
DESIGNED BY: Designer
DRAWN BY: Author
REVIEWED BY: Checker



1440 Empire Avenue
Multi-family Residence

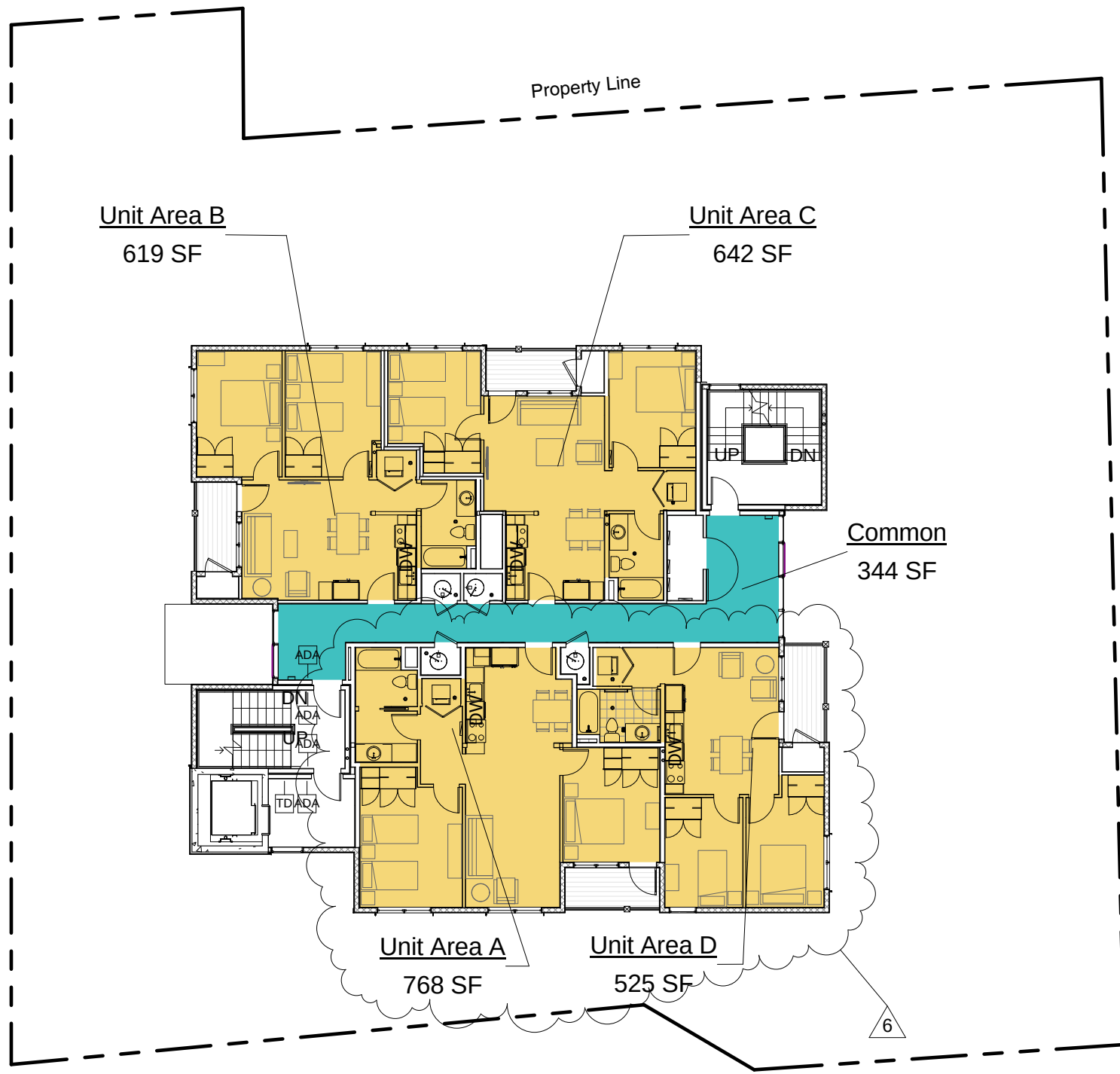
1440 Empire Avenue
Park City, Utah 84060

Area Analysis

GI-005



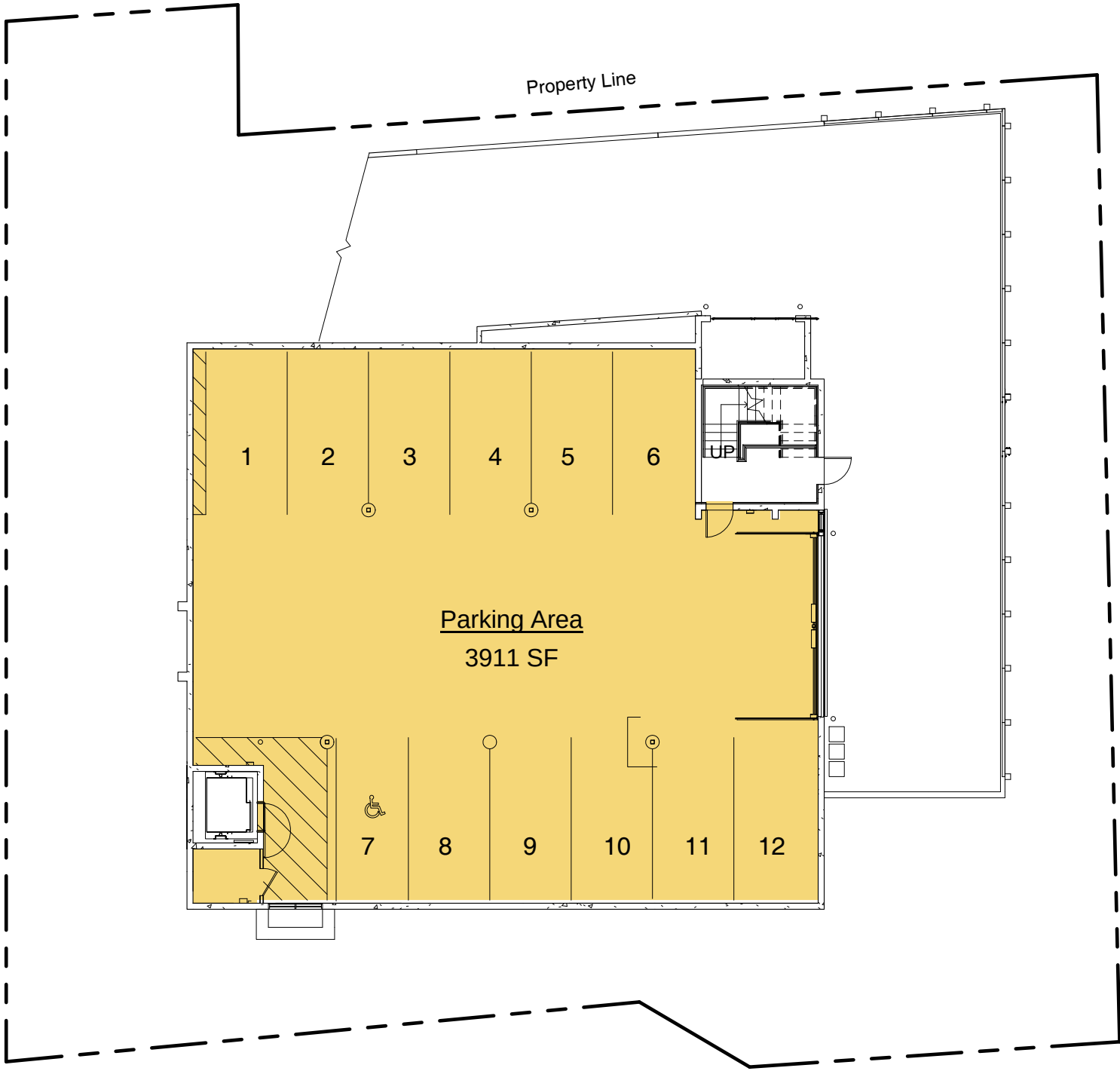
3 LEVEL 3 - AREA ANALYSIS (net sf)
1/16" = 1'-0"



2 LEVEL 2 - AREA ANALYSIS (net sf)
1/16" = 1'-0"



1 LEVEL 1 - AREA ANALYSIS (net sf)
1/16" = 1'-0"



0 GARAGE LEVEL - AREA ANALYSIS (net sf)
1/16" = 1'-0"



L LANDSCAPE AREA ANALYSIS (sf)
1/16" = 1'-0"

Site Area Analysis

Area Schedule (Landscape Area)			
Name	Level	Area	Comments
Building	LEVEL 1	4290 SF	
Hardscape	LEVEL 1	3943 SF	
Landscape	LEVEL 1	4641 SF	
Grand total		12874 SF	

Parking Analysis

Chapter 3 - Off-Street Parking

15-3-3 General Parking Area and Driveway Standards

(E) Snow Storage
Where parking availability will be affected by weather conditions, the Owner must provide adequate Non-Hard Surfaced and Landscaped Snow Storage Areas. Said Snow Storage Areas must be on-Site and equivalent to fifteen percent (15%) of the total Hard-Surfaced Area, including, Parking Spaces, aisles, driveways, curbing, gutters, and sidewalks adjacent to each surface Lot in a usable, readily accessible location.

Hardscape Area x 15% = Landscaped Snow Storage Area Required
3,943 sf x 15% = 591 sf of Landscaped Snow Storage Area Required

15-3-6 Parking Ratio Requirements for Specific Land Use Categories.

(A) Residential Uses, Multi-Unit Dwelling, Apartment/Condominium
Not greater than 1000 sf floor area = 1 per Dwelling Unit

12 Parking Stalls Required

12 Parking Stalls Provided (1 Stall is ADA Van Accessible)

**THE PLANNING COMMISSION
PARK CITY, SUMMIT COUNTY, UTAH**

RE: RATIFICATION OF PARKING PLAN FOR CENTURA COMMONS

The Planning Commission of Park City, Utah met on Wednesday January 10, 2007 for a regularly scheduled and duly noticed meeting. After determining that a quorum of 7 members was present, the Commission conducted its scheduled business. Among the items heard by the Commission was the 1790 Bonanza Drive application.

NOTICE OF PLANNING COMMISSION ACTION:

Project Address: 1790 Bonanza Drive
Type of Hearing: Ratification of Parking Plan for Centura Commons
Hearing Date: January 10, 2007

Commission Action: By a 5 to 0 vote, **APPROVED** the request pursuant to the findings of fact, conclusions of law and conditions of approval as written below. Commission Members Julia Petit, Evan Russack, Jim Barth, Jack Thomas and Mark Sletten voted in favor of the motion. Commissioner Charley Windsor recused from voting, and Commissioner Michael O'Hare was the Chair, and therefore only votes to break a tie.

Findings of Fact:

1. On November 12, 2003, the Planning Commission reviewed and approved an MPD application for the Rail Central project located at 1790 Bonanza Drive.
2. The MPD is located in the General Commercial zone. This zone is characterized by large scale commercial structures.
3. One primary issue of discussion during the November 2003 MPD review process was the applicant's proposal to include a restaurant use in the development and the necessity of a parking reduction in order to approve that restaurant.
4. In their November 12, 2003, MPD approval, the Planning Commission included a condition that the restaurant use be limited to a maximum of 3,400 square feet of floor area.
5. The applicant's proposal is for a restaurant of 3,290 square feet.
 - The area of any proposed Restaurant use in the Master Planned Development is 3,400 square feet gross floor area. Any change in use within the Master Planned Development area that increases the parking requirement for the MPD (pursuant to Chapter 3 of the Land Management Code) shall require Planning Commission review as an amendment to the MPD.

- The applicant shall submit a detailed parking management plan addressing an off-site parking strategy and lunch-time valet parking program for any proposed Restaurant use.
 - The applicant shall submit a detailed parking management plan addressing an off-site parking strategy and lunch-time valet parking program be approved by the Planning Commission for any proposed Restaurant use. The plan shall include at a minimum:
 - The number of proposed off-site parking spaces and their location(s);
 - specific details regarding applicant's legal right to use the off-site property for employee and valet parking, and
 - Specific details regarding long-term operation and monitoring of the proposed parking management plan.
 - Prior to the issuance of a building permit for a tenant improvement for a restaurant a parking management plan must be approved by the Planning Commission.
6. Based on the mixed uses associated with the site, the total number of spaces required is 107.06, the total provided is 85 (a total shortfall of 22.06 spaces).
 7. There are 13 spaces directly in front of the proposed restaurant unit and 11 to the side. The remaining 61 spaces are located in the rear.
 8. The proposed restaurant would be open during the evenings only, eliminating the potential parking impacts of a restaurant use during lunch time hours.
 9. All off-site parking is eliminated.

Conclusions of Law:

1. The application complies with all requirements of the Master Planned Development approved on November 12, 2003.
2. The proposed use, as conditioned, is compatible with the surrounding residential and commercial structures in use, scale, mass and circulation.
3. As conditioned the use is consistent with the Park City General Plan.

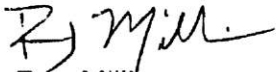
Conditions of Approval:

1. Hours of operation of the restaurant will be limited to dinner hours only, beginning at 5:00 pm mountain time until close.
2. If the applicant desires lunch time hours, this parking plan shall be void and another plan shall be approved by the Planning Commission that is compliant with the November 12, 2003 Rail Central MPD conditions of approval.
3. No parking signs are allowed limiting parking for the restaurant.
4. This plan shall be reviewed for compliance with these conditions of approval annually by staff. If it is found that the conditions of approval have not been met, this approval shall be void.

5. All conditions of approval for the November 12, 2003, MPD approval shall continue to apply.

Any person who submitted written comment on a proposal, the owner of any property within three hundred feet (300') of the boundary of the subject site, or the owner of the subject property may appeal to the City Council any action pertaining to the approval. The petition must be filed in writing with the Planning Department within ten (10) calendar days of a Planning Commission decision.

Best Regards,

A handwritten signature in black ink, appearing to read 'Ray Milliner', written in a cursive style.

Ray Milliner
City Planner

Planning Commission Staff Report



Planner: Kevin LoPiccolo
Subject: Centura Rail Trail MPD Amendment
Date: November 12, 2003
Type of Item: Master Planned Development Modification

Planning Department

Summary Recommendations:

The Planning Department recommends that the Commission conduct a public hearing, and take public input for a Master Planned Development Amendment to allow on-site parking reduction, access to an eleven car parking lot for trail head parking and a restaurant use at 1790 Bonanza Drive, subject to the Findings of Facts, Conclusion of Law and Conditions of Approval.

A. Topic:

Applicant: Centura Canyons, LLC - Rodman Jordan
Location: 1790 Bonanza Drive - Lot A
Proposal: Modification to Master Planned Development
Zoning: GC - General Commercial
Adjacent Land uses: Commercial/Rail Trail
Date of Application: May 2, 2003

B. Background:

At the October 23, 2003 City Council meeting, the Council was asked by the applicant to consider a request to use portions of the City's Rail Trail property for certain elements of the proposed Rail Central development. At the November 6, 2003 Council meeting, the Council, acting as property owner, approved the applicant's request and authorized the City Manager to enter into an encroachment and access agreement with the applicant in a form to be approved by the Legal Department. The agreement allows the applicant, Rodman Jordan, to install a driveway, trail parking lot, and landscaping the Rail Trail lot.

At the August 13, 2003 meeting (Exhibit G), the Commission reviewed the request to amend the applicant's Master Planned Development and made a preliminary determination that the proposed remodel to the existing Business Commons buildings and a restaurant use is consistent with the Land Management Code General Commercial Zone and architectural guidelines requirements. The applicant requested as part of the MPD amendment to provide a through access between the buildings to the south side of the property and to include 11 parking spaces for trail use. The Commission determined a restaurant use could be considered, provided that the applicant could demonstrate that a restaurant would not leave the Business Commons site under parked. The Commission reviewed the applicant's parking analysis at their

August 13, 2003 meeting, and determined that the analysis was consistent with other shopping centers in the area in terms of uses and parking availability. The Commission agreed with the applicant's parking analysis, and requested that staff prepare the necessary findings to approve the project.

Scope of Work

The applicant is proposing to renovate/remodel buildings 1 and 2 of the Business Commons. The scope of work that is being proposed consists of removing portions of building 1 and 2 to allow vehicular and pedestrian access between the two buildings to a proposed eleven (11) car trailhead parking lot along the south eastern portion (City property) of the lot for the Rail Trail. City Council has agreed to permit the applicant to apply for access way and trail head parking. As proposed, the Business Commons will use the first floor of building 1 as restaurant and retail use, and the second floor of each building for office use. The applicant presently has approval to go forward with limited building improvements that consist of painting, roof replacement, window replacement, and mechanical and disability improvements prior to disposition of the MPD Amendment application.

C. Analysis:

The applicant has requested a Master Planned Development Amendment to renovate/remodel the interior and exterior of the Business Commons. The proposed improvements consist of the following:

- ☐ Constructing a driveway between the renovated buildings to allow for circulation behind building 2 and access a parking lot to accommodate 11 parking spaces for the Rail Trail. The applicant petitioned the City Council on October 23, 2003 to obtain consent to use the city's Rail Trail property, which is contiguous to the Business Commons. The Council agreed to allow the applicant use the driveway located at the rear of building 2, and to construct trailhead parking for the Rail Trail. The Council agreed to allow the applicant to construct the proposed 11-car parking lot for Rail Trail purposes only. This parking lot is not to be used to satisfy the applicant's parking requirement. The access leads to the 11 trail head parking spaces and will provide the applicant with better circulation for the overall development (Exhibit B).
- ☐ Construct a clock tower on building 1. The applicant is requesting that the Planning Director allow an increase of approximately thirteen (13) feet above the allowed zone height of thirty five (35) feet. Under Land Management Code, Section 15-2-18-4 (A)(4), architectural features may extend up to 50% above zone height, but may not contain habitable space above the zone height.
- ☐ Demolish a portion of building 1 and 2 creating vehicular circulation for Lot A and provide access to trail head parking lot. The applicant was allowed to go forward with this request for partial building demolition at each end of the building, where the proposed driveway location would be. The parking lot is not approved pending the Commission review and approval of this proposal.

- ☐ Exterior improvements such as paint, roof replacement, window replacement, elevator and accessibility compliance. The applicant was allowed to go forward with this request since the scope of work did not increase density or intensity.
- ☐ Interior renovations that includes reconfiguration of leasable space for each building. The applicant was allowed to go forward with this request since the scope of work did not increase density or intensity.

The following are minimum standards of the Land Management Code

	CODE REQUIREMENT	PROPOSED
SETBACKS:		
FRONT	20'	40'
SIDES	10'	25'
REAR	10'	10'
HEIGHT	35'	35'*
PARKING	110 parking spaces (assumes 3400 s.f. restaurant use)	85** 11 spaces proposed on City property for Rail Trail

* The buildings conform to the zone height of thirty five (35) feet. The applicant is requesting that a height increase of thirteen (13') feet be allowed to accommodate a clock tower on building 1. The Planning Director granted this height exception found in LMC, Section 15-2.18-4 (A)(4) may extend up to 50% above the zone height, but may not contain habitable space above the zone height.

** The applicant meets the required parking necessary for the existing uses for the Business Commons (i.e., no restaurant use). The applicant's request for a restaurant increases the code required parking by 25 parking spaces to a total of 110 spaces. The Planning Commission reviewed a parking analysis prepared by the applicant at their August 13, 2003 meeting and agreed with the analysis. The applicant is proposing an eleven (11) space parking lot on city property to accommodate the Rail Trail. This parking has not been included in the proposed request.

Parking

The site presently has 85 parking spaces and has been calculated for retail/office type uses. Based on these types of uses, the parking complies with the Land Management Code parking table. The Commission at their August 13, 2003 meeting agreed that a restaurant use would be appropriate provided that the applicant demonstrated an alternative parking plan to show where the additional parking would occur. The applicant as part of the MPD has designated a leasable area of 3,400 square feet for restaurant use for the center. The Land Management Code Parking Table requires 1 parking space per 100 square feet of leasable area, including kitchen. A restaurant

would require an additional 25 parking spaces based on the overall mixed use square footage, bringing the total parking requirements to 110 spaces.

The following is the parking calculation for the shopping center is provided:

General Office

6,031 square feet. General Office use requires 3 parking spaces per 1000 square feet. The required parking is 18 spaces.

Retail Commercial

15,371 square feet. Retail uses require 3 parking spaces per 1000 square feet. The required parking is 46 spaces.

Restaurant Use

3,400 square feet. Restaurants require 1 parking space per 100 square feet. The parking required is 34 parking spaces.

Residential

4,800 square feet. Planning Commission approved a parking reduction for the SRO's from 24 to 12 spaces, or a ratio of .5 space per SRO. The parking required was 12 spaces.

Based on the mixed uses associated with the site, the parking required is 110 parking spaces. The site can accommodate 85 parking spaces. The applicant therefore is requesting a parking reduction of 25 parking spaces below the Land Management Code parking requirements.

MPD Parking Reduction Criteria

The Planning Commission may reduce the required number of parking spaces as outlined in Section 15-6-5(D) of the Land Management Code based upon a parking analysis submitted by the applicant at the time to of the MPD submittal. The parking analysis shall contain, at a minimum, the following information:

- (1) The proposed number of vehicles required by the occupants of the project based upon the proposed use and occupancy.
- (2) A parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy parking.
- (3) Parking needs for non-dwelling uses, including traffic attracted to commercial uses from off-site.
- (4) An analysis of time periods of use for each of the uses in the project and opportunities for shared parking by different uses. This shall be considered only when there is guaranteed by use covenant and deed restriction.

(5) A plan to discourage the use of motorized vehicles and encourage other forms of transportation.

The Commission at their last meeting was concerned that the existing uses at the center may conflict with one another during daytime operations given that the restaurant use may have an impact on the other retail uses. The applicant has stipulated that the restaurant would not exceed 3,400 square feet, and that as part of the parking management plan (Exhibit F), would provide the following:

- ☐ To institute valet parking at the restaurant during lunch hours. The applicant will need to demonstrate how valet parking will be done if the site is over parked.
- ☐ Undertake negotiations with adjacent property owners to provide for off-site parking. The applicant currently owns Deer Valley Lodging, south of the Business Commons. The applicant may be able to utilize that site at this point for employee parking, thus freeing up needed spaces.
- ☐ The applicant has suggested re-striping the parking lot from the standard 9'x18' parking space to a smaller spaces with some compact car spaces. The applicant may elect to use compact spaces, but will first need to comply with the standard 9'x18' parking stall space requirement before committing compact spaces.

Site Design: The existing Business Commons (14,902 s.f). Site is accessed from Bonanza Drive with service from an existing driveway. The site provides 85 parking spaces that will be used for the Business Commons, and the mixed use development.

Density: The existing Business Commons consisting of 14,902 square feet. The approved mixed-use development adjacent to the Business Commons is 6,500 square feet. The total square footage is 21,402 square feet.

Circulation & Parking: Access to the site will be from an existing curb cut on Bonanza Drive. The City Engineer is comfortable with the current access and circulation. The site as proposed would require a minimum of 110 parking spaces. The site plan indicates 85 parking spaces, 25 parking spaces short of the Land Management Code parking requirement.

Building Design & Materials: The proposed modifications to the existing buildings is appropriate in regards to architectural style and building articulation in relationship to the surrounding area, and are compatible in materials that include board and batten, wood panels, wire mesh railings and structural timbers.

Signs: The overall site (Lots A and B) has been approved under a Master Sign Plan. Any sign modification will require an amendment to the Master Sign Plan for the Business Commons.

Lighting: The non-conforming light fixtures used for the Business Commons and mixed-use development adjacent to the Business Commons shall be brought into compliance.

Landscaping: The site plan shows that landscaping will be planted along the westerly property line adjacent to the existing driveway. Staff has added as a condition of approval that a landscape plan that includes parking lot landscape requirements be submitted and reviewed for approval or denial by staff. Please see conditions of approval.

Conditional Use Review

Since the proposed application request requires a MPD, Section 15-6-4(J) Site Specific approvals states that any portion of an approved Master Planned Development will be processed as a Conditional Use Permit. The Planning Commission shall review specific plans including architecture and landscaping. The application requirements and review criteria of the Conditional Use process must be followed.

The Commission must make a determination that the proposed project use meets the Conditional Use Permit criteria found in Section 15-1-10(E) of the Land Management Code.

1) size and location of the site; Complies. The subject property is 1.89 acres and is located at 1790 Bonanza Drive.

2) Traffic considerations including capacity of the existing streets in the area; Complies. The site has one point of ingress/egress: Bonanza Drive. The proposal would use the existing driveway that is used for the car wash and the Business Commons and the mixed-use development would use the proposed driveway behind building 2 to improve circulation.

3) utility capacity; Complies. The site has been improved to meet the required utilities when the car wash was constructed. Any utility improvements would need to be reviewed and approved by the City Engineer.

4) emergency vehicle access; Complies. Access to the property would be from Bonanza Drive.

5) location and amount of off-street parking; Complies only if parking reduction is granted. The site provides 85 on-site parking spaces. These spaces are dedicated for the Business Commons and the approved mixed-use development. The existing uses comply with the Land Management Code parking requirements. The proposed restaurant use would require an additional 25 parking spaces to meet code required parking. The applicant is requesting that the Commission reduce the required on-site parking, provided that the Commission approves the applicant's parking mitigation plan.

6) internal vehicular and pedestrian circulation system; Complies. The applicant is utilizing an existing driveway off Bonanza Drive for all uses, but will construct a driveway

between building 1 and 2 to use as access to the proposed trailhead parking for the Rail Trail. The proposed driveway will provide additional circulation for all of Lot A.

7) fencing, screening, and landscaping to separate the use from adjoining uses; Per encroachment and access agreement. The applicant shall submit a landscape plan for LMC compliance review and approval prior to receiving a certificate of occupancy as stated in the conditions of approval.

8) building mass, bulk, and orientation, and the location of buildings on the site; including orientation to buildings on adjoining lots; Complies. The proposal would be located south of the existing car wash and adjacent to the Rail Trail. The existing building would be 14,902 square feet and will consist of office/retail uses. The existing buildings are two-stories in height.

9) usable open space; Complies. The site requirement for a MPD is 30%. The applicant was approved at 36% open space for the mixed-use development project that the Commission approved at their July 10, 2002 meeting.

10) signs and lighting; A Master Sign plan has been approved for Lot A and B. Any proposed changes to the existing plan will be reviewed for compliance with the park City Sign Code. Lighting will need to be brought into Code compliance for the Business Commons and the recently approved mixed use development.

11) physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing; Complies. The existing buildings as designed will be consistent with the approved car wash and mixed-use development project.

12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off site; Not applicable

13) control of delivery and service vehicles, loading and unloading zones, and screening of trash pick-up areas; Complies. The project would use existing services granted for the car wash and mixed-use development.

14) expected ownership and management of the project; Complies. Centura Development will own and operate the Business Commons.

15) sensitive lands review; The site is not located in the Sensitive Lands Overlay Area.

Master Planned Development Review

The Planning Commission must decide if the project has satisfied the site planning requirements for the pending Master Planned Development under Section 15-6-5(F) of the Land Management Code, and has met the following criteria that an MPD shall be designed to take into consideration the characteristics of the site upon which it is proposed to be placed. The project should be designed to fit the site, not the site modified to fit the project. The following shall be addressed in the site planning for an MPD:

1. Units should be clustered on the most developable and least visually sensitive portions of the site with common open space separating the clusters. The open space corridors should be designed so that existing significant vegetation can be maintained on site. Complies. The two buildings known as the Business Commons exist. They will be modified architecturally and will be compatible with the existing buildings in the area. The buildings are located adjacent to the Rail Trail and will be partially buffered by recommended landscaping behind Building 1 and 2.

2. Projects shall be designed to minimize grading and the need for large retaining structures. Complies. The project site has a gentle slope running east, but the site is relatively flat. There are no proposed retaining structures given the nature of the existing site conditions.

3. Roads, utility lines, and buildings should be designed to work with the existing grade. Cuts and fills should be minimized. Complies. Existing infrastructure currently exists.

4. Existing trails should be incorporated into the open space elements of the project and should be maintained in their existing location whenever possible. Trail easements for existing trails may be required. Construction of new trails will be required consistent with the Park City Trails Master Plan. Complies. The Rail Trail is adjacent to this property, and the proposed trail head parking lot, staff has conditioned that a trail connection be approved by the City's Trail Coordinator.

5. Adequate internal vehicular and pedestrian/bicycle circulation should be provided. Pedestrians/bicycle circulations shall be separated from vehicular circulation and may serve to provide residents the opportunity to travel safely from an individual unit to another unit and to the boundaries of the property or public trail system. Private internal streets may be considered for condominium projects if they meet the minimum emergency and safety requirements. Complies. The site is surrounded by commercial type uses that is served by existing walkways that allows the pedestrian to travel reasonably safely. The site is also accommodated by the Rail Trail and is located on the Bonanza Drive bus route.

6. The site plan shall include adequate areas for snow removal and snow storage. The landscape plan shall be submitted for review prior to receiving a certificate of occupancy and shall allow for snow storage areas. Structures shall be set back from any hard surface so as to provide adequate areas to remove and store snow. The assumption is that snow should be able to be stored on site and not removed to an off site location.

7. It is important to plan for refuse storage and collection and recycling facilities. The site plan shall include adequate areas for dumpsters and recycling containers. These facilities shall be screened or enclosed. Pedestrian access shall be provided to the refuse/recycling facilities from within the MPD for the convenience of residents and guests.

8. The site planning for an MPD should include transportation amenities including drop-off areas for van and shuttle services, and a bus stop if applicable. Complies. There is an existing Bus stop on Bonanza Drive.

9. Service and delivery access and loading/unloading area must be included in the site plan. The service and delivery should be kept separate from pedestrian areas.

D. Department Review:

The City's Staff Review Team has reviewed this application.

E. Public Input:

Property owners within 300 feet of the project were notified on June 24, 2003. The property was properly posted and legally noticed. There has not been any comment received by the Planning Department.

F. Recommendation:

Staff recommends that the Planning Commission approve an amendment to a Master Planned Development to the existing Business Commons to allow an access driveway for 11 parking spaces for trail head parking, on-site parking reduction of 25 parking spaces to accommodate a 3,400 square foot restaurant, subject to the findings of fact, conclusions of law and conditions of approval.

Findings of Fact:

1. The project is located within the General Commercial (GC) District.
2. At the August 13, 2003 meeting, the Commission reviewed this request and made a preliminary determination that the proposed remodel to the existing Business Commons buildings is consistent with the Land Management Code.
3. The agreement allows the applicant, Rodman Jordan, to install a driveway, trail parking lot, and landscaping the Rail Trail lot as set forth by the Encroachment Agreement.
4. The City Council at their November 6, 2003 meeting agreed to allow the City Manager to enter into an encroachment and access agreement with the applicant in a form to be approved by the Legal Department. The applicant has agreed to this agreement.
5. The existing Business Commons is 14,902 square feet.
6. The existing Business Commons consist of commercial office and retail type uses.
7. The Commission at their August 13, 2003 meeting agreed that a restaurant use would be appropriate provided that the applicant demonstrated an alternative parking plan to show where the additional parking could be accommodated.
8. The applicant as part of the MPD has designated a leasable area of 3,400 square feet for restaurant use for the center.
9. Parking requirement for a restaurant is 1 parking space per 100 square feet of leasable floor area.
10. The parking requirement for a restaurant size of 3400 square feet would be 34 parking spaces.
11. The parking requirement for the site for all associated uses is 110 parking spaces.

12. The site accommodates 85 parking spaces, 25 parking spaces short of code requirement.
13. The Land Management Code parking table requires 85 parking spaces for the existing Business Commons uses.
14. The applicant is providing 85 parking spaces for the proposed development, and the Commission determined that the mixed use in conjunction with the existing on-site parking was sufficient.
15. The Commission at their August 13, 2003 meeting was concerned that as proposed, the mixed uses may conflict with one another during daytime operations given that the restaurant use may have an impact on the other retail uses.
16. The proposed development (lot A) will share access with the Business Commons and the Car Wash of the Centura Commons subdivision via a recorded easement.
17. The applicant is proposing an eleven (11) space parking lot on city property to accommodate the Rail Trail. This parking has not been included in the proposed request.
18. The proposal design incorporates materials utilized historically in Park City.
19. The facts discussed in the Analysis section are incorporated herein.

Conclusions of Law:

1. The request complies with the Land Management Code requirements for a Conditional Use.
2. The MPD, as conditioned, is Compatible in use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility;
3. The MPD, as conditioned, is consistent with the Park City General Plan.
4. The MPD, as conditioned, complies with all the requirements of the Land Management Code.
5. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code.
6. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site.
7. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
8. The MPD has been noticed and public hearing held in accordance with Land Management Code, Chapter 6.
9. The MPD, as conditioned, strengthens and enhances the resort character of Park City.
10. The MPD, as conditioned, promotes the use of non-vehicular forms of transportation through design and by providing trail connections.
11. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
12. Any differences in use or scale have been mitigated by the conditions of approval.

Conditions of Approval:

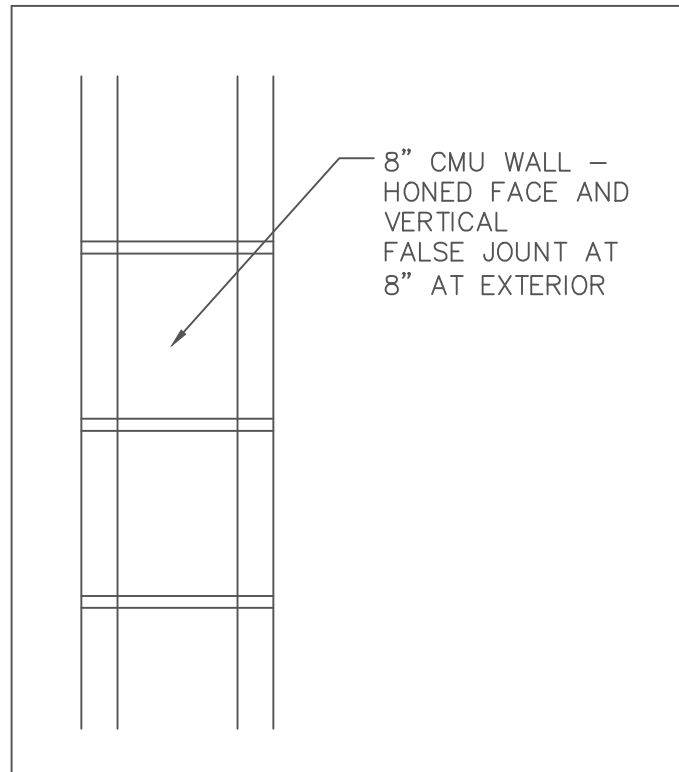
1. The Rail Trail trailhead parking area (11 spaces) is reserved exclusively for use by Rail Trail users and shall not be used in connection to the Master Planned Development uses. No parking, other than the proposed Rail Trail trailhead parking, is permitted on the adjacent City-owned property.
2. The applicant shall submit a detailed landscaping and irrigation plan in compliance with the Land Management Code Section 15-3-3(D): Off-Street Parking Parking Area Landscaping to City staff prior to receiving a certificate of occupancy permit.
3. The area of any proposed Restaurant use in the Master Planned Development is 3,400 square feet gross floor area. Any change in use within the Master Planned Development area that increases the parking requirement for the MPD (pursuant to Chapter 3 of the Land Management Code) shall require Planning Commission review as an amendment to the MPD.
4. The applicant shall submit a detailed parking management plan addressing an off-site employee parking strategy and lunch-time valet parking program for any proposed Restaurant use.
5. The applicant shall submit a detailed parking management plan addressing an off-site parking strategy and lunch-time valet parking program be approved by the Planning Commission for any proposed Restaurant use. The plan shall include at a minimum:
 - a. the number of proposed off-site parking spaces and their location(s);
 - b. specific details regarding applicant=s legal right to use the off-site property for employee and valet parking, and
 - c. specific details regarding long-term operation and monitoring of the proposed parking management plan.
6. All standard conditions of project approval shall apply to this project.
7. Receipt and approval of a Construction Mitigation Plan (CMP) by the Planning, Building and Engineering Departments is a condition precedent to the issuance of any building permit.
8. All lighting on the building, existing and new, must comply with the Chapter 9.5(i) of the Land Management Code, the Park City Night Sky Ordinance.
9. The applicant shall provide a recycling container/dumpster on the property.
10. Final architectural design of the structure shall be reviewed and approved by the Planning Department staff, and shall comply with Chapter 9 of the Land Management Code, prior to issuance of any building permits. Materials and colors shall be compatible with the car wash and the mixed-use development.
11. The City Engineer shall review and approve or deny appropriate grading, utility, public improvements and drainage plans for compliance with City standards as a condition precedent to permit issuance.

12. The Conditional Use shall expire one year from the date of the Planning Commission issue unless the Conditional Use has commenced on the property.
13. All buildings shall meet the minimum setbacks specified in the Land Management Code.
14. Master Planned Development review shall be required one year from the Certificate of Occupancy permit issuance for the restaurant.

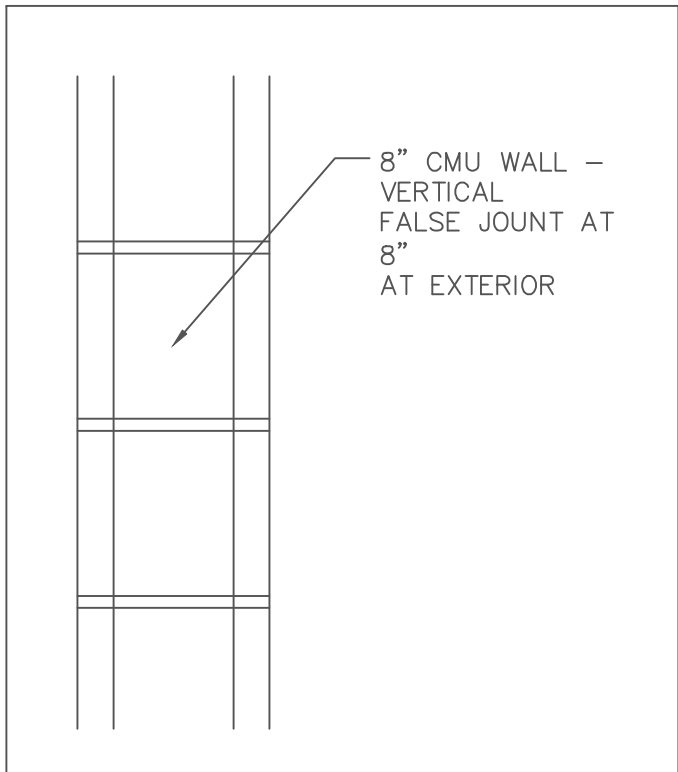
G. Exhibits

- A. Existing Conditions
- B. Site Plan
- C. Floor Plans
- D. Building Elevations
- E. Parking analysis
- F. Applicant's Parking alternative(s)
- G. August 13, 2003 Planning Commission Minutes
- H. Standard Project Conditions

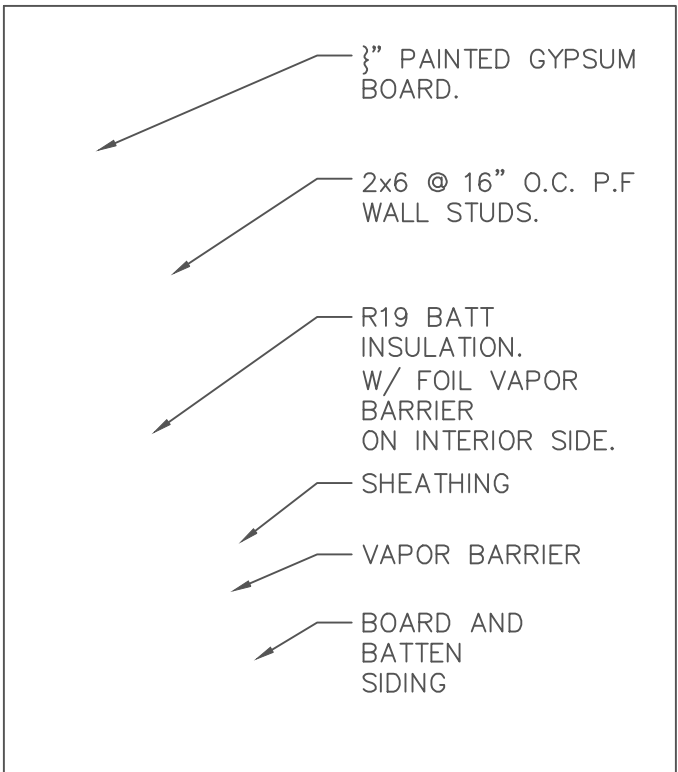
M:\KL\PC 2003\MPD\bonanza1790ph3.doc



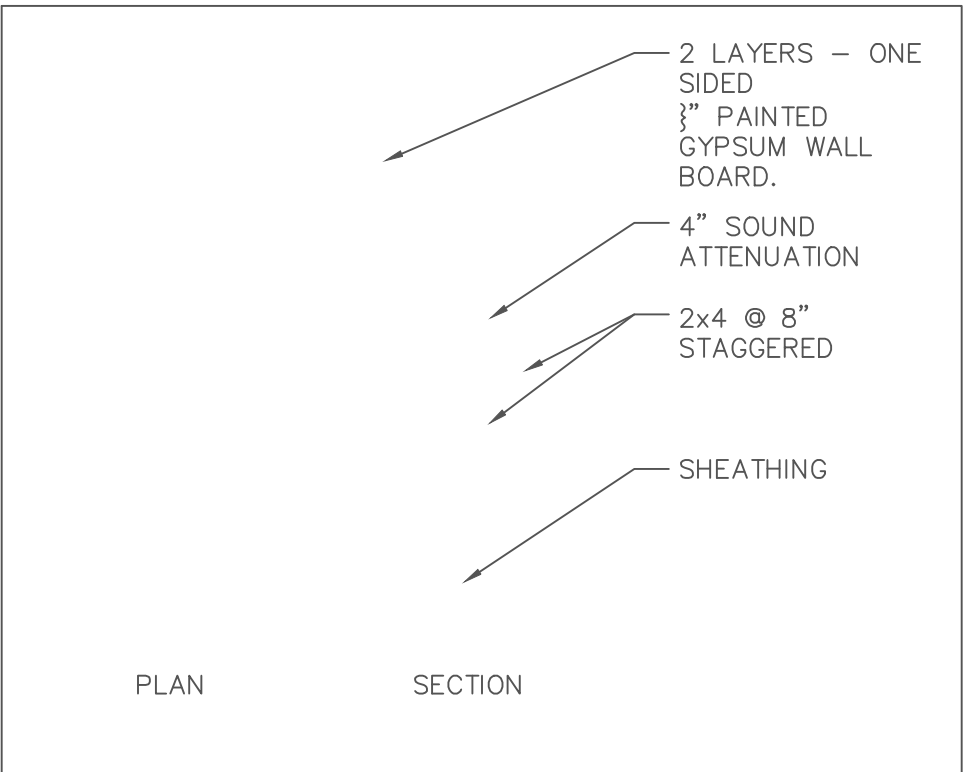
WALL TYPE 1



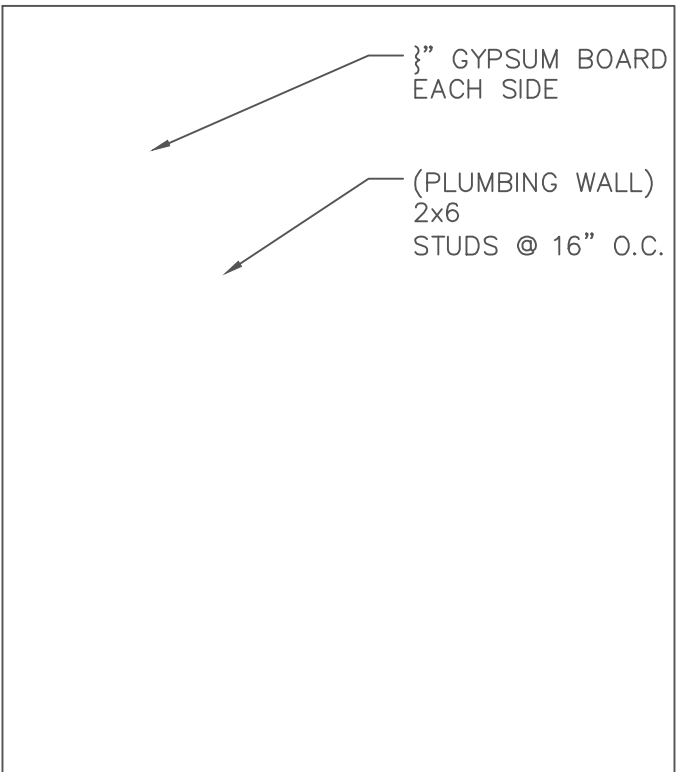
WALL TYPE 2



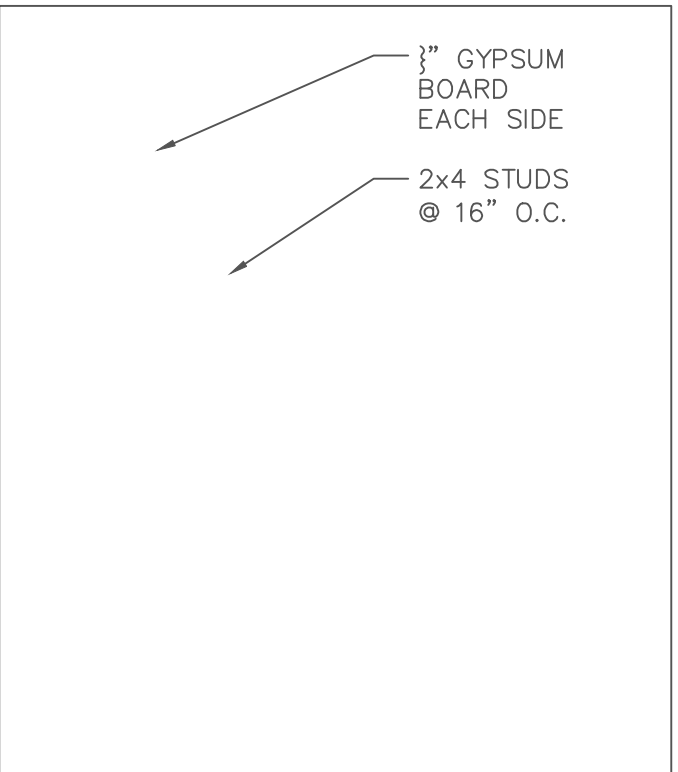
WALL TYPE 3



WALL TYPE 4



WALL TYPE 5

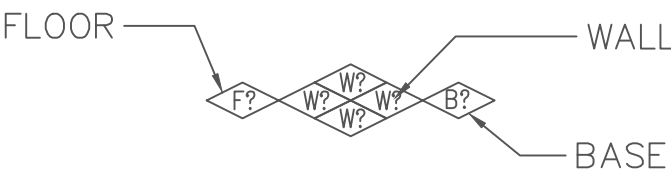


WALL TYPE 6

GENERAL NOTES

- 1. DIMENSIONS SHALL BE TO EDGE OF CONCRETE, CENTER OF COLUMNS, EDGE OF ROUGH FRAMING, SHEATHING, CENTER OF DOORS, AND CENTER OF WINDOWS IN STUD WALLS AND EDGE OF MASONRY OPENINGS.
- 2. MECHANICAL, ELECTRICAL AND AUTOMATIC FIRE SPRINKLER PLANS AND SPECS TO BE SUBMITTED TO CITY FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- 3. ALL EXPOSED MECHANICAL VENTS AND GRILLES TO BE PAINTED. COLOR COORDINATE WITH WALL OR CEILING COLOR.

FINISH SYMBOL



WALLS

- W1 PAINTED MEDIUM TEXTURE GYPSUM BOARD.
- W2 WATER RESISTANT PAINTED MEDIUM TEXTURE BYSPUM BOARD.
- W3 CERAMIC TILE
- W4 EXPOSED CONCRETE MASONRY UNITS.

FLOORS

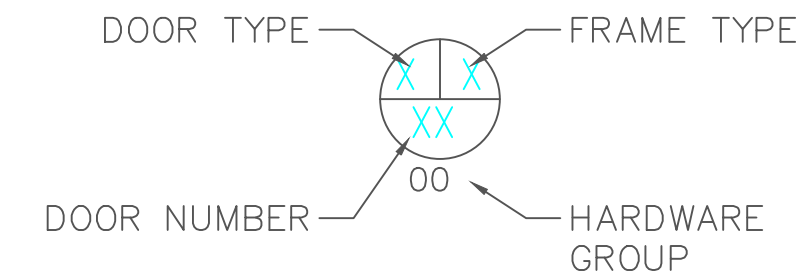
- F1 EXPOSED CONCRETE

- BASE A 4" RUBBER COVE BASE

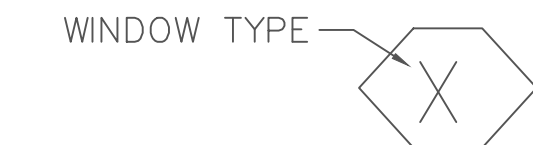
KEYNOTES

- 2A PAVING - REFER TO CIVIL PLANS
- 2B ADA ENTRANCE
- 3A 4" CONCRETE SLAB ON 4" FREE DRAINING GRAVEL EXPOSED SOIL 8" BELOW T.O. SLAB (SEWER ACCESS)
- 3B 2x6 @ 16" O.C. PLUMBING CHASE WALL.
- 3C 2x4 @ 8" STAGGERED PARTY WALL.
- 3D BUILT IN MDF HIGH DENSITY CABINETRY. TYPICAL.
- 3E BUILT IN HIGH DENSITY MBF STORAGE. TYPICAL.
- 3F (5) 14" DEEP VARNISHED HIGH DENSITY SHELVING SPACED AT 18".
- 3G ROOF EDGE ABOVE. TYPICAL.
- 3H 1" THICK SOLID CORE H.B. SLAB DOOR.
- 3I METAL FRAME/ GLASS DOOR.
- 3J EQUIPMENT.
- 3K LOCKERS.
- 3L MECHANICAL FURNACE.
- 3M WATER HEATER
- 3N 1-HR RATED SHAFT ABOVE CONTINUOUS TO ROOF CHIMNEY ENCLOSURE.
- 3O BOILER UNIT
- 3P CONDENSER UNIT.
- 3Q GAS METER LOCATION.
- 3R GAS FIREPLACE OPEN ON BOTH SIDES.
- 3S ELECTRICAL PANELS.
- 3T VENT

DOOR SYMBOL



WINDOW SYMBOL



EMAARCHITECTS, LLC
460 South 400 East Salt Lake City, Utah 84111
(801) 363-1511 (801) 363-1560 Fax

CONSULTANTS

CIVIL - STANTEC CONSULTING
LANDSCAPE - 10TH MN. LANDSCAPE AND DESIGN

RAIL CENTRAL BUILDING THREE

1790 BONANZA DRIVE - LOT A
PARK CITY, UTAH

CENTURA RAIL CENTRAL

OWNER

PROJECT NUMBER: 2002-08
DRAWING FILE: DWGS/CD/S/AP102-SECOND LEVEL.DWG
DRAWN BY:
CHECKED BY:

COPYRIGHT 2002 EMAARCHITECTS, LLC

SHEET TITLE
SECOND FLOOR PLAN

AP102

OF

01 SECOND LEVEL FLOOR PLAN
AP102 SCALE: 1/8" = 1'-0"



Council Agenda Item Report

Meeting Date: April 18, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: RDA

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with Ascent Construction, Inc., in the Amount Not to Exceed \$12,000

(A) Public Input (B) Action

Suggested Action:

Approve the Construction Manager at Risk (CMAR) Agreement with Ascent Construction in a form approved by the City Attorney's Office

Attachments:

[Woodside Park Phase II Construction Manager At Risk Staff Report](#)

[Exhibit A: Ascent Construction Proposal](#)

[Exhibit B: CMAR Agreement - Ascent Construction](#)

RDA Staff Report

Subject: Woodside Park Phase 2
Preconstruction Services - Construction
Manager at Risk Agreement Award

Author: Jason Glidden

Department: Community Development

Date: April 18, 2019

Type of Item: Administrative – Award of Contract

Summary Recommendation

Review the proposal from Ascent Construction and authorize the City Manager to enter into a Construction Manager at Risk (CMAR) agreement in a form approved by the City Attorney's Office with Ascent Construction, Inc., in the amount not to exceed \$12,000 Dollars.

Executive Summary

On January 29, 2019, City Council provided final direction on the proposed design of the Woodside Park Phase 2 Housing project. With this direction, Method Studio was able to complete the design development stage and start to move into developing construction documents. As part of this next stage, staff is recommending that a Construction Manager be contracted through a Construction Manager at Risk Agreement to preform pre-construction services. These services would include: reviewing construction documents for buildability, preforming cost estimation and possible value engineering, as well as developing a construction schedule. Council should review the Pre-construction Services Proposal and approve the award of Pre-construction Services Contract for the Woodside Park Phase 2 project to the committee selected Construction Manager. The Woodside Park Phase 2 construction project helps to meet City Council's desired outcomes, notably affordable housing.

Background

October 20, 2016 - [Staff Report \(pg. 3\)](#), [Summary](#), [Minutes](#)
November 3, 2016 - [Staff Report \(pg. 47\)](#), [Summary](#), [Minutes](#)
December 1, 2016 - [Staff Report \(pg. 6\)](#), [Summary](#), [Minutes](#)
November 16, 2017 – [Staff Report \(pg. 71\)](#), [Summary](#), [Minutes](#)
March 8, 2018 – [Staff Report \(pg. 15\)](#), [Summary](#), [Minutes](#)
January 29, 2019 – [Staff Report](#), [Minutes](#)

Analysis

The Request for Qualifications/Proposals (RFQ/RFP) was advertised on January 23rd and 26th, 2019 in the Park Record and 25th and 26th in the Salt Lake Tribune. Additionally, the RFP was posted on the City's website, e-notify and Utah Legals website.

A selection committee included the following participants:

PCMC: Jason Glidden, Anne Laurent, Dave Gustafson
Method Studio: Jarrett Moe

Four (4) firms responded and their proposals are as follows:

NAME	PRE-CONSTRUCTION FEE	CONSTRUCTION MANAGEMENT FEE
ASCENT	\$ 12,000.00	4.0%
KELLER	\$ 53,054.00	4.0%
NEW STAR	\$ 23,928.00	4.5%
NORTH RIDGE	\$ 16,500.00	5.0%

The selection committee interviewed three firms on March 13, 2019. Selection of the chosen firm was based on the following criteria:

- Experience constructing multi-family buildings.
- Experience with sustainable construction practices.
- Strength of individuals committed to the project.
- Experience with construction manager/general contractor or CMAR delivery.
- Ability to meet proposed schedule.
- Strength of addressing PCMC concerns, approval process.
- Other services/cost proposed.

As defined in the City's purchasing policy: **Contracts for Professional Services, where the Service Provider is responsible for Building Improvements/Public Works Project (Construction Manager / General Contractor "CMGC" Method)** are contracts where the City contracts with a "Construction Manager/General Contractor" which is a contractor who enters into a contract for the management of a construction project when that contract allows the contractor to subcontract for additional labor and materials that were not included in the contractor's cost proposal submitted at the time of the procurement of the Construction Manager/General Contractor's services. The CMGC contract is exempt from competitive bidding. The selection of CMGC contracts shall be based on a documented evaluation process such as a Request for Proposals (RFP), Statement of Qualifications (SOQ), Qualification Based Selection (QBS), etc. The CMGC will implement all bid packages and subcontractors under a competitive bid requirement as required in the City's purchasing policy. The purchasing policy requires that the Project Manager will attend the award of all subcontracts which meet the threshold requirements in which the State Code (and our purchasing policy) requires a sealed bid if it was bid individually. The proposed CM/GC contract also requires that any competitive quotes for items of work between \$15,000 and the State Code amount (approximately \$135,000) will use the City's Local Bidder Preference.

The Construction Manager/General Contractor (CM/GC) is also referred to as a Construction Manager at Risk (CMAR) and the terms are interchangeable. The CM/GC construction method is different from the traditional Design-Bid-Build method in that the contractor is brought on board during the design phase as a professional service

provider to work with the project team to help reduce construction costs, improve quality control and most importantly improve schedule with early mobilization and phased bidding and construction.

The CMAR contract at this time is for preconstruction services of **\$12,000**. The **\$12,000** is below the amount requiring Council award; however this CMAR contract could be amended to a contract for construction management of the project. At the point where construction documents are 90%-100% complete, the Construction Manager will bid the project consistent with State code and City policies. The Construction Manager will then propose a Guaranteed Maximum Price (GMP) that includes a detailed schedule of work and costs based on the subcontractor bids, General Conditions, Construction Manager's Fee, Bonds and a Contingency. Staff will return to Council for award of the Amendment #1 to the CMAR Agreement for the GMP.

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

City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue to fund housing projects. Due to the production of market rate units in this project, two separate funding sources will be used to fund the pre-construction services. RDA bond funds will only be used to fund the affordable/attainable portion of this project.

Attachments

Exhibit A – Ascent Construction Proposal

Exhibit B – DRAFT CMAR Contract – Ascent Construction



SUGARMONT | SUGARHOUSE
323 APARTMENTS | 18 TOWNHOMES

park  city

WOODSIDE PARK

PHASE II

CMR . 2.28.2019



310 West Park Lane
Farmington, UT 84025



Project Contact:
Bob Murri
VP Business Development



c. 801.232.4022
p. 801.299.1711



bobm@ascentconstruction.com

516



BUILDING YOUR COMMUNITY

February 28, 2019

Jason Glidden
Housing Development Manager/
Senior Project Manager
PCMC
P.O. Box 1480
Park City, Utah 84060

RE: Selecting Ascent to Provide Preconstruction Services as CMAR and Build Woodside Park Phase 2

Dear Jason and selection committee:

Park City Municipal Corporation (PCMC) needs a contractor that can bring significant value to the preconstruction stages of the Woodside Park Phase 2 project. Ascent is very interested in working with you and brings the right team and experience with over 30 CMAR/CMGC-type projects.

Currently, we are constructing two of the largest multi-family housing projects in the state. Both projects required extensive preconstruction services including constructability analysis, materials review, long-lead item management, early estimates/cost budgeting, value engineering and more. These projects include; *Sugarmont in the Sugarhouse area*—342 units, apartments and townhomes, underground parking, \$65M, and *Gardner Mill in West Jordan*—272 apartment units, underground parking, \$42M. We are proposing the same, awesome team that will be finishing the Garner Mill project at the time you will be starting to construct Woodside Park Phase two.

We have extensive experience with historic buildings as well. This year, Ascent received two distinguished quality awards from ENR and Utah Construction and Design for the renovation of the Historic Rock Loft in Fruit Heights—originally built in 1944. Other historic projects include; the Browning Building and Proud Fit buildings in Ogden and the Brigham City Library.

We look forward to hearing from you regarding advancing to stage two in your selection process and hope to work with you from start to finish. Thank you for considering Ascent for this great project.

Sincerely,

Bob Murri
VP, Business Development

A. STATEMENT OF APPROACH OF TEAM (EXECUTIVE SUMMARY)

THE ASCENT WAY HOW WE MANAGE YOUR PROJECT

OVERALL APPROACH

Ascent's project approach is broken into phases, each with actions, tasks and deliverables to be completed prior to obtaining necessary approvals to move to the next phase. The result is an organized set of process controls allowing the project team to make informed choices. This approach allows Park City Municipal Corporation (PCMC) and Ascent Construction (Ascent) to pro actively reach our goals, along with achieving several benefits, including:

- Collaborating and engaging the entire team.
- Developing consistent and firm project controls.
- Ensuring the project supports PCMC's mission and meets approved budgets, schedules, as well as the design vision.
- Identifying roles and responsibilities of team members, and describing tasks, deliverables, and approvals expected for each phase.
- Setting clear expectations and communications.
- Seeking creative solutions within budget and schedule.
- Delivering high quality work and an *extraordinary construction experience*.

OUR STRENGTHS BUILDING BLOCKS OF SUCCESS

COST ESTIMATING DONE RIGHT

We keep a cost history of similar projects to provide PCMC precise and accurate cost estimating.

SCHEDULE MANAGEMENT SECOND TO NONE

Schedule can effect budget if not managed correctly. PCMC will have a detailed design and critical path schedule that will be maintained throughout the project life cycle.

A TEAM OF COLLABORATORS

Method Studio and Ascent will communicate, collaborate and create solutions that work. Working together as a team in partner with TBSE Structural Engineers, Spectrum Engineers, Electrical Consulting Engineers, LLC, Alliance Engineering/Talisman Civil Consultants, AGECE Applied Geotech, Loft 64, and the Building Envelope Commissioning Agent to ensure PCMC has a successful design and construction project. Park City building officials and municipal stakeholders will stay up to date as the project progresses through each stage. Our team will work diligently to answer any and all questions or concerns as soon as they arise.

THOUGHTFUL SUBCONTRACTOR SELECTION

Cost and schedule are contingent on subcontractor ability. We will use our "best value" selection process to ensure subcontractors who begin the project can finish with the quality standards PCMC wants. And, we will make a conscious effort to select local subcontractors to keep the local community engaged.

CAREFUL COST MANAGEMENT

The best cost management tool occurs during bidding. We ensure subcontractors selected understand what they are bidding and their bids are complete. During construction we are vigilant and fair in maintaining the budget.

EMBRACING CREATIVITY AND INNOVATION

We are profound problem solvers. Creativity is a quality as fundamental to construction as the laws of physics. If you build a building, there will be problems to solve, it's the level to which one addresses the challenges that makes a great project.



B. SPECIFIC PROJECT EXPERIENCE



BODHI APARTMENTS

Salt Lake City, Utah

Bodhi is a uniquely collaborative community, one that features market rate, affordable and supportive housing-the latter focusing on individuals suffering from mental illness. Through the collaboration of the Housing Authority of Salt Lake County and Salt Lake Community Action Program, the five-story, multi-family community features 80 total units, 18 of which are supportive needs residents. In addition, Bodhi will have on-site supportive services, community space, life-skills classes, a wellness room, and an exercise facility.

Owner Reference/Contact Info
Vecino Group
Brad Holgate | 801.703.8523

TEAM
Brad L. Knowlton, Project Executive
Brent Malan , Project Manager
Tiffer Higgs, Superintendent
Gary Webb, Estimator

HIGHLIGHTS
Limited Staging
Common Space
Sensitive Nearby Users
Community Space
Wellness Room
Multiple Stakeholders
Fitness Center
Administrative Offices
Parking Garage
Winter Construction
On Budget
On Schedule

AWARDS
2018 ENR Quality Award
Residential/Hospitality

\$11.4M 107,360 2018
COST SQUARE FEET COMPLETION

Vecino Group Design Build



STATION SQUARE APARTMENTS

Roy, Utah

Construction of 30 senior apartment units with associated site work. The structure is wood framed, slab on grade and three stories high with underground parking.

Owner Reference/Contact Info
Commonwealth Construction Co.
Brent Schumacher | 920.922.8170

TEAM
Brad Knowlton, Project Executive
Kelly Rasmussen, Project Manager
Steve Garn, Superintendent

HIGHLIGHTS
High-Profile Location
Common Space
Sensitive Nearby Users
Community Space
Multiple Stakeholders
Fitness Center
Parking Garage
Site Amenities
Winter Construction
On Budget
On Schedule

\$4.2M 52,000 2017
COST SQUARE FEET COMPLETION

M&A Design LLC



SUPERIOR AIR OFFICE BUILDING

Ogden, Utah

The scope of work consists of structural, architectural, mechanical, plumbing and electrical renovations, upgrades, and remodeling of the existing 116 years-old, 3-level building.

Owner Reference/Contact Info
Right Field Properties, LLC
Steve Wood | 801.776.1997

AWARDS
2017 Utah Construction & Design
Most Outstanding Project,
Renovation/Restoration

2017 AGC
Most Outstanding Project,
Renovation/Restoration, Office

TEAM
Brad L. Knowlton, Project Executive
Brandt Knowlton, Project Manager
Anthony Prince, Superintendent
Gary Webb, Estimator

HIGHLIGHTS
Historical Building Standards
Structural Upgrades
Updated HVAC, Electrical,
Plumbing Systems
Confined Spaces
Public Client

\$1.3 **13,000** **2017**
COST SQUARE FEET COMPLETION

aeUrbia Architects & Engineers



WASATCH POINT SENIOR APARTMENTS

Logan, Utah

Construction of a new, 99-unit, 3-story apartment complex in Logan, Utah with community center, pool and detached garages.

Owner Reference/Contact Info
Wasatch Point, LLC.
Larry & Dave Kocherhans
801.296.6004

TEAM
Brad Knowlton, Project Executive
Brandt Knowlton, Project Manager
Bren Malan, Superintendent
Dan Wall, Estimator

HIGHLIGHTS
High-Profile Location
Common Space
Sensitive Nearby Users
Community Space
Multiple Stakeholders
Fitness Center
Site Amenities
Winter Construction
On Budget
On Schedule

\$7.2M **116,000** **2013**
COST SQUARE FEET COMPLETION

Brent Hilton Architect



\$1.6m

COST

6,824

SQUARE FEET

2018

COMPLETION

Design West Architects

THE ROCK LOFT (CMGC)

Fruit Heights, Utah

The Rock Loft is a landmark building located at 251 S. Mountain Road in Fruit Heights, Utah. The center portion of the building was originally constructed by Lee Jost in 1944 from flood rocks that came out of the adjacent Bair Canyon. Two years later Lee's son came home from World War II and started building the upstairs and two wings of the building.

Owner Reference/Contact Info

Tim & Burton

Mathews | 801.628.7389

TEAM

Brad L. Knowlton, Project Executive
Dallas Knowlton, Project Manager
Italo Ramirez, Superintendent
Gary Webb, Estimator
Vince Steinfeld, Project Engineer

HIGHLIGHTS

Historical Building Standards
Structural Upgrades
Updated HVAC,
Electrical, Plumbing Systems
Confined Spaces
Public Client
Administrative Offices
Fitness Center

AWARDS

2018 MOST OUTSTANDING PROJECT | UC&D
2018 ENR QUALITY AWARD | RENOVATION/RESTORATION



\$38.8M

COST

458,196

SQUARE FEET

2019

COMPLETION

Architecture Belgique Inc.

STATION AT GARDNER MILL

Salt Lake City, Utah

The six buildings (274 units) are supported by a suite of amenities that include a centralized clubhouse, pool and spa, fitness room, playground, outdoor dining area and trail connections. There is ample access to a variety of parking options that include on-street, structured, and surface parking. This parking is distributed across the site in a manner that reduces the visual impacts while still providing abundant access to parking throughout the site. The project will integrate with the existing Trax Station directly to the South.

Owner Reference/Contact Info

Joe Colosimo | 801.556.3320

TEAM

Brad L. Knowlton, Project Executive
Kelly Rasmussen, Project Manager
Paul Lindsay, Superintendent
Gary Webb, Estimator

HIGHLIGHTS

Transit Oriented
High-Profile Location
Common Space
Sensitive Nearby Users
Community Space
Multiple Stakeholders
Fitness Center
Administrative Office
Parking Garage
Site Amenities
Playground
Winter Construction
On Budget
On Schedule



\$16.3M

COST

68,000

SQUARE FEET

2018

COMPLETION

TSA Architects

ROCKY MOUNTAIN CARE HEBER SKILLED NURSING FACILITY

Heber, Utah

Construction of a new single story, stick framed nursing facility for Rocky Mountain Care Organization. This building will house 106 rooms.

Owner Reference/Contact Info

JR Bangerter | 801.598.6700

TEAM

Brad L. Knowlton, Project Executive
Justin Brady, Project Manager
Blu Burch, Superintendent
Vince Steinfeldt, Project Engineer

HIGHLIGHTS

New Construction
Administrative Offices
Health Care Facility
Commercial Kitchen
Clinical Areas
Sensitive Users

Recent CMAR/CMGC Experience	Services provided, including estimating prior to bidding.
City of Laramie, Public Works Campus 110,000 gsf	Site Selection, Programming & Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
City of Woods Cross, Public Works Campus 48,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Davis School District Mueller Park Jr. High 144,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Lewis Bus Group, Shop Fleet Building 13,706 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Mountain States Trailer Maintenance Facility 16,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Gymnastics Training Center 25,505 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Alta High School Renovation/Addition 15,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Uintah County Care Center Addition 19,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Layton High School Addition/Renovation 128,752 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Davis School District Technology Building 32,730 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management
Management Training Center Office Building & Plaza 54,000 gsf	Design Support, Team Collaboration, Estimating prior to bid , Scheduling, Value Engineering, Constructability Reviews, Critical Path Management, Sustainability Reviews, Subcontractor Prequalification, Setting GMP, Budgets by Phase, Contingency Management

COMMITMENT TO QUALITY

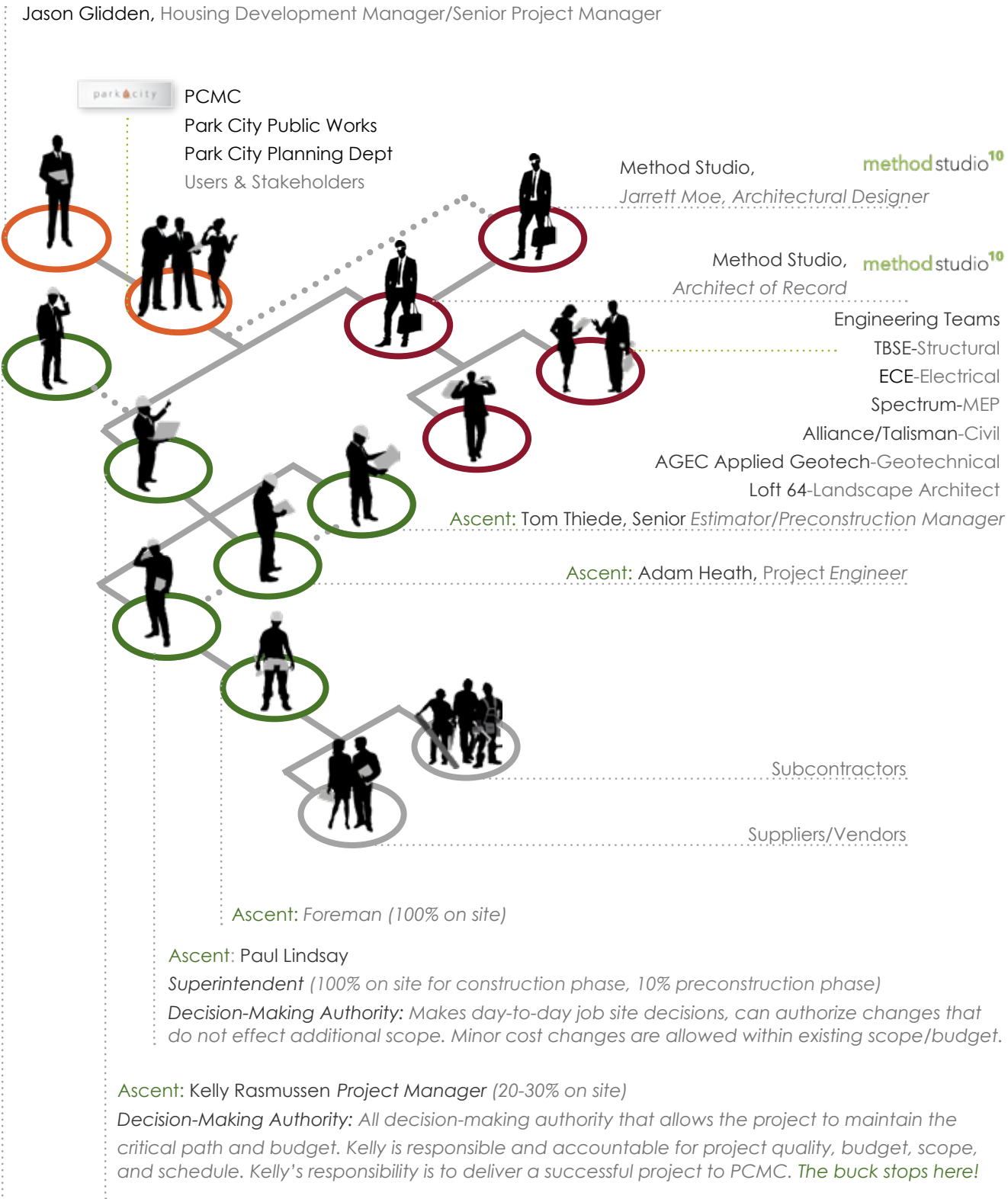
Quality workmanship is found in every aspect of our work. Aside from our numerous quality awards, we know that quality must be in our people, communication, relationships, materials, management approach, subcontractors and construction best practices. We have quality initiatives and quality control guidelines and we follow them to the letter. Those are the basics.

Quality workmanship has to go beyond the basics to encompass the entire construction experience from day one through to completion. Every project is important to us. The personal attention we provide and our unwavering commitment to the success of every project helps to ensure the end result. Ascent has very little turnover. In fact, every member of our management team has been with us since the firm was founded in 2000.

Our people are happy and passionate about making a difference. We have a "bench strength" of "A players". Our commitment to our word helps ensure consistency and quality performance, this is one of the key characteristics clients appreciate about Ascent. The quality that Ascent represents is in every aspect of our performance and in our promise to do our best work on every project.

C. PROPOSED CM STAFF

ORGANIZATIONAL CHART



Ascent: Brandt Knowlton
Project Executive
A means of last resort, Brandt relies on the project manager to make sound decisions.

**LICENSES AND REGISTRATIONS**

OSHA Certification
Concrete Testing Certification

EDUCATION

BS, Weber State University,
Construction Management
Technology

BRANDT KNOWLTON

Project Executive

RELATED EXPERIENCE

Sugarmont Apartments

Salt Lake City, Utah | March 2019 | \$62M & 567,291 gsf

Bodhi Apartments

Salt Lake City, Utah | February 2018 | \$12M & 107,360 gsf

Station at Gardner Mill Apartments

West Jordan, Utah | April 2019 | \$40M & 480,000 gsf

Crescent Senior Assisted Living

Sandy, Utah | August 2018 | \$14M & 127,000 gsf

Station Square Apartments

Roy, Utah | January 2017 | \$4.2 & 52,000 gsf

East Point Lane Condos (CMGC)

Salt Lake City, Utah | October 2007 | \$16M & 80,000 gsf

Wasatch Point Senior Apartments

Logan, Utah | April 2013 | \$7.2M & 116,000 gsf

Larios Arms Senior Apartments

Winnemucca, Nevada | May 2016 | \$4M & 29,000 gsf

Sunrise Apartments

Salt Lake City, Utah | May 2007 | \$7.2M & 62,000 gsf

DATE OF HIRE: 6.1.2000

YEARS
EXPERIENCE

18

YEARS
WITH ASCENT

18

NUMBER
SIMILAR PROJECTS

9

**LICENSES AND REGISTRATIONS**

Full Fit Respirator Certified
Loader Scissor Life and Boom Lift
Training in Code specifications and
blueprint reading
Superintendent and site
management training
OSHA 10-Hour Training
Backhoe
Forklift
HILTI, Certified

EDUCATION

Emery High School
Castle Dale, Utah

KELLY RASMUSSEN

Project Manager

RELATED EXPERIENCE

Station at Gardner Mill Apartment Complex

West Jordan, Utah | April 2019 | \$41.6M & 458,000 gsf

Station Square Apartments

Roy, Utah | January 2017 | \$4.2 & 52,000 gsf

Woods Cross Public Works (CMGC)

Woods Cross, Utah | February 2018 | \$6.4 M & 48,000 gsf

Sandy City Public Works (CMGC)

Sandy, Utah | April 2019 | \$4.3 M & 22,000 gsf

Lehi Fire Station No. 83

Lehi, Utah | December 2017 | \$5.6 M & 14,236 gsf

Utah Transit Authority Jordan River Service Center

Salt Lake City, Utah | December 2010 | \$14.5 M & 180,000 gsf

ATI Administration Shipping/Receiving Building

Tooele, Utah | July 2009 | \$6.9 M & 68,930 gsf

Park City Fire District Fleet Service Building

Park City, Utah | December 2017 | \$1.9 M & 11,175 gsf

DATE OF HIRE: 11.5.2001

YEARS
EXPERIENCE

24

YEARS
WITH ASCENT

17

NUMBER
SIMILAR PROJECTS

9



PAUL LINDSAY

Superintendent

RELATED EXPERIENCE

Station at Gardner Mill Apartment Complex
West Jordan, Utah | April 2019 | \$41.6M & 458,000 gsf

*Kay's Crossing Apartment Complex (CMGC)
Layton, Utah | May 2014 | \$22M & 252,800 sf

*Rose House, Red Butte Gardens
Salt Lake City, Utah

*Holiday Inn Express
West Haven, Utah | 2001 | 55,000 sf

Ascent Construction Office Building (CMGC)
Farmington, Utah | October 2016 | \$5M & 22,000 gsf

Kaysville Branch Library
Kaysville, Utah | June 2015 | \$3.8M & 15,000 sf

FedEx Warehouse Addition
Vineyard, Utah | September 2014 | \$1.3M & 14,508 sf

*Manila City Fire Station
Manila, Utah

*Star Valley Medical Center
Afton, Wyoming

DATE OF HIRE: 5.7.2014

*Experience prior to Ascent

YEARS
EXPERIENCE **20**

YEARS
WITH ASCENT **4**

NUMBER
SIMILAR PROJECTS **8**

TOM THIEDE

Senior Estimator | Preconstruction Services

RELATED EXPERIENCE

Sugarmont Apartments
Salt Lake City, Utah | March 2019 | \$62M & 567,291 gsf (rooftop pool/garage/pavilion)

Park City Library Renovation*
Park City, Utah | 2004 | \$1 M

Rockpoint Loft Apartments* (CMGC)
Bluffdale, Utah | \$39M

Meridian Apartments* (CMGC)
Salt Lake City, Utah | \$27M

Parkway Loft Apartments* (CMGC)
Orem, Utah | \$32M

Triton Terrace Apartments* (CMGC)
Draper, Utah | \$17M

Hampton Place Apartments* (CMGC)
Salt Lake City, Utah | \$17M

Somerset Meadows Apartments* (CMGC)
Pleasant Grove, Utah | \$22M

Eaglewood Loft Apartments* (CMGC)
Salt Lake City, Utah | \$17M

DATE OF HIRE: 4.24.2018

*Experience prior to Ascent

YEARS
EXPERIENCE **30**

YEARS
WITH ASCENT **1**

NUMBER
SIMILAR PROJECTS **10**

LICENSES AND REGISTRATIONS

Training in Code specifications and
blueprint reading
Superintendent and site
management training
OSHA 10-Hour Training

EDUCATION

Master Graduate at Rapport
International Leadership Program
Associates of Science, Physics



LICENSES AND REGISTRATIONS

Onscreen Take-off
Sage
Microsoft Office
Microsoft Project

EDUCATION

University of Utah



ADAM HEATH
Project Engineer

RELATED EXPERIENCE

St. Marks West Valley FSR
West Valley, Utah | January 2019 | \$5.2M & 10,950 gsf

Davis Vision Center (CMGC)
West Jordan, Utah | July 2019 | \$5.1M & 22,756 gsf

Cosentino Salt Lake City Center
Salt Lake City, Utah | August 2018 | \$814K & 18,600 gsf

Oakhill Hollow Housing Development*
Holladay, Utah

Fiddler's Creek Housing Development*
Layton, Utah

Farmington Foothills Housing Development*
Farmington, Utah

Farmington Parks & Rec Misc. Projects*
Farmington, Utah

*Experience prior to Ascent

LICENSES AND REGISTRATIONS

OSHA 30-Hour
Associate Constructor Certification
AutoCAD
Sketchup
Microsoft Office Suite
Plan Swift/On Screen Take-Off
REScheck Software

DATE OF HIRE: 5.8.18

EDUCATION

Weber State University,
B.S. Construction Management
Technology

YEARS EXPERIENCE	18	YEARS WITH ASCENT	1	NUMBER SIMILAR PROJECTS	10
---------------------	----	----------------------	---	----------------------------	----

D. PAYMENT & PERFORMANCE BOND

Tina Davis, AFSB, CIC
Vice President

Marsh USA Inc.
 15 West South Temple, Suite 700
 Salt Lake City, UT 84101
 801 533-3624 Fax 801 533 3610
 tina.davis@marsh.com
 www.marsh.com

JUNE 20, 2018

Re: PREQUALIFICATION FOR ASCENT CONSTRUCTION, INC.

TO WHOM IT MAY CONCERN::

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation under the laws of the State of Maryland with an office and place of business located at 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056, represents ASCENT CONSTRUCTION, INC. for its surety bonding needs. As of the date of this writing, ASCENT CONSTRUCTION, INC. remains in good standing with FIDELITY AND DEPOSIT COMPANY OF MARYLAND, which is affording continued surety credit for bonded obligations with single project sizes up to \$150,000,000 within an aggregate bonded surety program of \$250,000,000.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of FIDELITY AND DEPOSIT COMPANY OF MARYLAND'S past experience and confidence in the firm. We reserve the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Tina Davis, AFSB, CIC
 Vice President
 Attorney-In-Fact for Fidelity and Deposit Company of Maryland
 A+ by A.M. Best Financial Size Category gXV

E. SAFETY

EXPERIENCE MODIFICATION RATING



July 27, 2018

Re: Ascent Construction
25 South Main Street, Suite 200
Centerville, UT 84014

To Whom It May Concern:

Please accept this letter as verification that the Workers Compensation experience modification factor for the above is as follows:

02/18/18 – 02/18/19	.67
02/18/17 – 02/18/18	1.14
02/18/16 – 02/18/17	1.16

Please feel free to contact me if you have any questions.

Thank you,

A handwritten signature in black ink that reads 'Nancy Oliver'. The signature is written in a cursive, flowing style.

Nancy Oliver
Client Representative

On August 3, 2018, Ascent Construction was presented with the distinguished Arches Award by the Utah Labor Commission. Only three awards were given, and Ascent was the only general contractor recognized for excellence in workplace safety and health. This award was based on OSHA site visits to one of our largest projects and perhaps the largest housing project being constructed in Utah currently—the Sugarmont Apartments and Townhomes in the Sugarhouse area right off of 13th South and I-80 East. Ascent was honored to receive this award and proud of our team who keep safety at the forefront of their work every day.



RISK & SAFETY MANAGEMENT PHILOSOPHY

APPROACH TO RISK & SAFETY MANAGEMENT:

After project award, Ascent will develop a systematic approach, plan and execute risk management activities throughout the project's life with PCMC, Method Studio, and surrounding users. The plan will maximize positive risk events (opportunities) and minimize negative risk events (threats) to protect individuals and the project. Ascent will:

- Continually review plans as they are developed; identifying risk events that may occur during design and construction.
- Assess impact/likelihood of identified risks.
- Develop a prioritized list to determine risks that require further analysis or mitigation.
- Develop strategies and specific actions to be taken should the risk event occur.
- Assign individuals to monitor the risk response action, ensuring each risk has an "owner."
- Track and monitor the identified risks. Retire risk events that are successfully avoided, mitigated or have passed the time during which the risk is possible.

A plan that identifies potential risks and mitigates each, keeps the project on schedule and within budget while maintaining design intent.

"Our safety philosophy is everyone on the site needs to feel safe at all times. We have a strong safety manual and program, we determine who the competent person is for each trade that will be onsite as well as their company safety personnel. Everyone on site understands that we are all responsible for each other's safety."-Kelly Rasmussen, Project Manager

STRATEGY TO WORKING ON SITE:

A staging plan will be developed with PCMC and its users as well as Method Studio, demonstrating how we anticipate protecting site personnel, and others. Additionally, our team will work with surrounding neighbors to incorporate their calendars into the overall construction schedule as well as addressing concerns around:



Safety

Careful and specific measures on a case by case scenario of operations and equipment to ensure awareness of construction schedule and adjacent work. Fall protection plans are put in place & equipment operating training for fork lifts & man lifts.

Barricades will be implemented via plan, approved by PCMC and other authorities having jurisdiction, to create a safe zone for the general public. Public areas will be kept accessible and handled per City ordinances. Construction areas will be marked off and easily identifiable to personnel either within or beyond the limits of construction.



Dust

We will construct a dust barrier to minimize dust.

Airborne dust is not only unhealthy, but against code. Ascent will implement a Fugitive Dust Plan and take the necessary steps during construction to mitigate the dust.



Traffic/Fencing

We will control traffic with signage and barricades. We will submit a traffic control and fencing plan for approval prior to work



Entering/Exiting and Safety

Careful ingress and egress plans will be developed with PCMC and the fire marshal.



Security

Site interface will be located near construction entry/exit for security check-in and check-out. Everyone will be badged in daily.



Ongoing Ground's Maintenance

Paul Lindsay will work with PCMC staff to ensure safe access.



Being a Good Neighbor

Residences & businesses surrounding the job site will be disturbed as little as possible. A mindful outreach program will be developed with the community and all surrounding neighbors.



Utilities and Shutdowns

Both our project manager and superintendent understand the critical need for forewarning and pre-planning shutdowns of utility services, if necessary. We recognize shutdowns specific to this project must be managed carefully ensuring backup power is available. Ascent will avoid conflicts between existing and new utilities as well as protecting existing utilities from damage during demolition and construction. Communication will be essential with facility users and neighbors to plan phased shut-downs based on need.



Noise

Work within the agreed hours identified. We will be respectful of the times.

We will meet with PCMC and users, etc. to discuss what activities are disruptive and alter activities as needed to be respectful of adjacencies and ongoing operations.

Should complaints arise, we will immediately respond and work quickly to resolve the issue.



Equipment Moving/High-Risk Activities

Such activities will be coordinated with PCMC and surrounding users so that site and neighbors are safe & secure. Our team has experience working with historical buildings.

F. SCHEDULING & ESTIMATING

COST ESTIMATING

WHAT COST ESTIMATING METHODOLOGY DO WE USE?

Ascent uses the design-assist process analogy methodology. It is used as early in the project as the D&D phase. The costing is calculated using historical and current conditions, with some input from subcontractors. As the competition of the documents progress, actual costs are applied. Continual costing/estimating of evolving documents and options minimize the potential risk of cost deltas at the CD stage.

HOW DO YOU ORGANIZE YOUR ESTIMATE?

We organize our estimates using bid-leveling spreadsheets. This method allows changes and options to be tracked throughout the life of the design, and the ability to see the most value-qualified subcontractor to be chosen.

DURING DESIGN, HOW DO YOU DETERMINE THE FINAL COST WHEN NOT ALL WORK IS SHOWN?

From the beginning of design, Ascent uses every increasing scopes of work to solicit the most accurate costs available at each stage. These costs are discussed at OAC meetings and changes are included to ensure the design intent is being met. This helps reduce the risk, but until final documents it cannot be eliminated. To deflect or off set this, the estimate will include both design and commodities contingencies which will reduce in size as the documents are refined.

HOW MUCH DO YOU USE SUBCONTRACTORS FOR COST INFORMATION DURING THE PRECONSTRUCTION PHASE?

Ascent believes in engaging qualified subcontractors as early as possible in the design process. This saves both time and cost by minimizing any value engineering. During the CD stage, invites are sent to a prequalified list of subcontractors asking to engage in cost estimating. It is anticipated that a minimum of three (3) subcontractor proposals will be provided for each scope of work. While steps are taken to minimize cost deltas during this process, in the event one occurs, Ascent works with the low three subcontractors to determine if there was scope creep, market changes, or resource shortages. We work to reduce the delta and provide solutions to minimize the impact.

MANAGEMENT OF BID PACKAGES

Using the architect's plans and specifications, we use our estimating program, SMARTBID, to solicit bids from qualified subcontractors. SMARTBID allows us to select specific trades, allowing for management of bid packages. The course of action used for a bid package not included in the final GMP is addressed in one of two ways, depending on the origin of the bid package. If the bid package is due to an error or omission in the design, the package is priced out and covered by a contingency that will be developed during the design phase between the team and the owner. If the bid package stems from an unforeseen condition, additional scope of work, or an added requirement from a jurisdiction having authority, the cost would then be added to the GMP to reflect the additional work on the project.

DO YOU HAVE AN IN-HOUSE ESTIMATING STAFF?

Ascent has an in house estimating staff of six (6). For a project of this size, we would require a lead estimator, project manager, and estimating assistant. This structure provides for both constructability and value. The team's time on the project increases as the documents are finalized. At final pricing an "all hands-on deck" mindset happens within the department. The whole team works to qualify and vet subcontractor proposals and ensure accurate final costs. Prior to selection, subcontractors are interviewed to ensure manpower is allocated and available as well as document production rates.

VALUE ENGINEERING & BUDGET REDUCTIONS

Value engineering is approached on a two-front system, with both additive and deductive alternates. A detailed "shopping list" that is updated throughout the design process is created that provides costs, and pros & cons of each option. In the event that budget reduction is required, both estimating and project management work with the team to utilize value engineering and cost the least invasive changes minimizing the impact to the architectural intent.

HISTORY OF ESTIMATES & FINAL COSTS



SANDY CITY PUBLIC WORKS

Estimates: \$4,389,000

Final GMP: \$4,409,915

Final Construction Cost: 4,409,915



MUELLER PARK JR. HIGH SCHOOL

Estimates: \$9,270,000

Final GMP: \$9,300,000

Final Construction Cost: \$9,684,958
Increased because of additional scope of work added



ASCENT CORPORATE OFFICE

Estimates: \$5,707,000

Final GMP: \$5,798,345

Final Construction Cost: \$5,887,229
Increased through minor change orders

SUBCONTRACTOR SELECTION/MANAGEMENT



Quality, experience and performance



Workforce availability and schedule impact



Price and thoroughness of estimate
(change order mitigation begins here)



PCMC considerations

Ascent understands it is PCMC desire to work with a subcontractor base with the ability to perform. We will use a value-based method to determine who can bid—ensuring preferred subcontractor bids are included while maintaining required bidding practices. Selecting subcontractors in today's economy means we have to be more careful. Effective subcontractor selection saves time, money and relationships. There are many considerations in selecting subcontractors, including:

- Work history, past performance and experience with required scope
- Strength of team to perform scope within the critical path
- Proper equipment, staging, scaffolding and tools
- Financial strength and stability to stay the course
- Quality workmanship—delivering quality work at a fair price
- Professionalism working w/clients, architects & stakeholders
- Reliability, commitment, on time performance, fulfills obligations with care, follows the plans and specs with precision
-



Safety: Record and procedures, risk response plan, emergency response plan, risk assessment



Cost: Accurate cost tracking, analysis and forecast



Schedule: Project control and planning for long lead items



Quality: QA/QC plan, on-site inspection, rigid control, change order process

Our superintendent, Paul Lindsay has clearly defined responsibilities for monitoring subcontractor performance. He will consistently conduct weekly status meetings with each subcontractor to review the schedule and coordinate work issues, including quality, safety, site cleanliness, installation conflicts, on-site performance, critical issues and communication. Our team is equipped with the latest technology tools for project scheduling, documentation and communication.

The secret to success is clear communication, making sure everyone knows exactly what to do, and when to do it while working and collaborating together and carefully managing the critical path. If substandard performance is identified at any time during the project, recommendations for improvement are provided both verbally and in writing. Ascent maintains high standards for managing subcontractors while being realistic and flexible in solving various challenges that arise.

Management

Selection

Meetings

The vision of success will be communicated to subcontractors and suppliers through mandatory preconstruction meetings. We will involve our pre-qualified subcontractors as soon as possible in the preconstruction phase. By doing so, this allows us to get the most accurate cost estimates throughout each phase of design and then continued to construction. Allowing subcontractors to be involved in preconstruction also ensures us they fully understand the scope of work and are capable of meeting our goals and deadlines. Only then will contracts be drafted, including scope of work and schedules ensuring compliance with the critical path.

During mandatory subcontractor/supplier meetings, the team will:

1. Outline critical factors for project success as identified by the project stakeholders
2. Review critical path for contractor input on items that may adversely affect the path and adjust the Master Schedule to reflect items identified
3. Communicate Construction Plan, including site staging, location of trailers, parking, lay down areas, Clean and Organized Site Policy, etc.
4. Determine required field measurements
5. Review submittals, procedures for materials and equipment
6. Ensure safety requirements and procedures are followed
7. Ensure proper clothing and safety equipment is worn
8. Review noise management and working hours
9. Discuss mandatory weekly meeting attendance
10. Review requirements for as-built updates

BENEFIT

A team of subcontractors who fully understand the requirements of the project as well as changes as they occur that may effect the critical path.

PROCESS TO ENSURE BUDGET

Several steps & responsibilities are involved to ensure that we don't go over budget.

1

Create a collaborative team setting environment, requiring parties to work together to complete the project within the budget.

2

Define design guidelines and imperatives to identify every aspect of the project, including program, square footage, aesthetic needs, and building materials.

3

Establish an adequate budget to include all wanted & required scope of work.

4

Utilize budget, scope, & value engineering reviews, during precon/construction stages, among all parties.

5

Work collaboratively to manage change orders, schedule correction, and subcontractors.



ASCENT'S RESPONSIBILITY

Prepare estimates and analysis based on budget.

Provide constructability reviews.

Provide information to Method Studio on ways to accomplish the same design or concept using different materials, construction techniques, and methods.

Perform estimates as needed by Method Studio

Provide information in a format that is understandable.

Provide estimates and constructability reviews until the project is in compliance with the budget.

All other tasks as defined in the RFP.

method studio¹⁰

METHOD STUDIO'S RESPONSIBILITY

Design based on the program, design guidelines and imperatives to meet the Budget.

Refine the design until the Budget is achieved.

Work closely with Ascent to understand pricing and constructability issues as design progresses.

park city

PARK CITY MUNICIPAL CORPORATION'S RESPONSIBILITY

Review recommendations and suggestions from Method Studio and Ascent.

Make scope and budget adjustments as needed.

Work with users, technical staff, Method Studio and Ascent to verify scope conforms to the budget or, if necessary, make decisions to bring project within the budget.



CRITICAL PATH MANAGEMENT

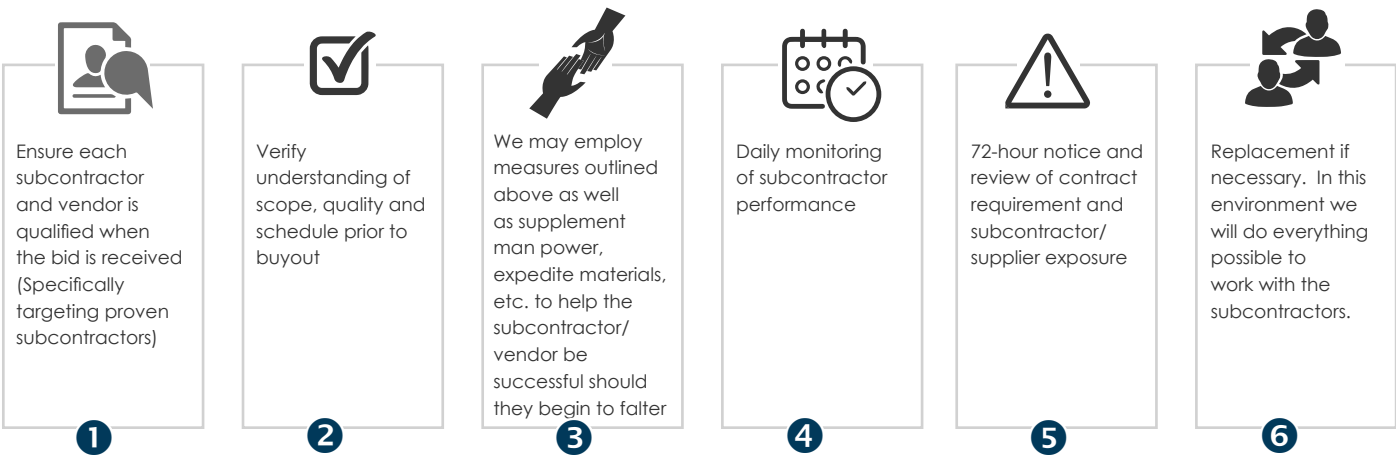
SCHEDULE CORRECTION

A variety of factors can push a project past its deadline. If we discover activities are trending beyond our committed deadline, our first obligation is to try to determine the cause. If we look for remedies without knowing the cause, the situation will probably recur.

Our second task is to try to make corrections that will get the project back on track. At the beginning of a project, we have many options to solve problems. But, toward the end, choices are limited. We look at a variety of techniques to determine which applies to the specific situation. Some of the techniques we consider include:

1. **Work overtime.** Everyone dislikes it, but a logical place to start is with overtime. If people work more hours, they can get more work done in the same amount of calendar time.
2. **Reallocate resources.** First understand vital activities on the "critical path." Determine what resources can be moved by floating non-critical work.
3. **Double-check dependencies.** If we are trending over deadline, validate dependencies, identifying activities that could be done in parallel.
4. **Check time-constrained activities.** Durations that don't change based on the number of resources applied, check these to validate the time frame.
5. **Swap resources.** Once the cause is determined, use available resources that are better able to achieve the critical path. A re-evaluation of resources and re-assigning of resources may be a solution.
6. **Apply additional resources.** It's always possible to allocate more resources on the critical path, but seeking to get the biggest schedule gain for the least amount of incremental costs.
7. **Fast track it.** Look at activities normally done in sequence and assign them totally or partially in parallel. Involves risk that could lead to increased cost and some rework later, therefore, we try to avoid Fast Track.
8. **Manage scope change.** Small changes worked in under the radar create small delays-scope creep must be eliminated. Energy must go into accelerating the agreed-to core work.
9. **Improve processes.** When we look at the cause for the project trending over schedule, we may find that some of the internal work processes could be improved.

SUBCONTRACTOR/VENDOR REPLACEMENT PLAN



SCHEDULE MANAGEMENT EXAMPLES



SANDY CITY PUBLIC WORKS

12 month duration
4/2/18-4/19/19
Currently: Tracking four weeks early
Factors: Daily communication, use of 5-week schedule with subcontractors, strong plan knowledge, & following phasing/sequencing plan.

STATION SQUARE APARTMENTS

Jan/2016-Dec 30th 2016
Framing fell behind 3-4 weeks due to lack of manpower. Our team held pre-install meetings with remaining subcontractors to reduce durations, offer assistance to increase productivity so that once framing was complete everyone else was ready to go. The owner had a strict completion date due to HUD financing restrictions. Ascent along with our subcontractors were able to mitigate the delay and close on time for the owner.

SCOPE CONTROL PLAN

BID ACCURACY: COST AND QUALITY CONTROL BEGINS WITH BIDDING AND BUYOUT

How does Ascent ensure bidders are qualified?

Ascent solicits bidder interest from our list of pre-qualified suppliers and subcontractors familiar with PCMC standards to obtain multiple bids for each discipline required. We then select subcontractors using a "best-value" analysis taking into consideration past performance, financial strength, capabilities, recommendations and cost.

How does Ascent know subcontractors understand project scope?

Verifying bid accuracy is the first step in mitigating potential change orders and ensuring quality. We verify scope on bid day and again during buyout. Our selection techniques ensure that subcontractors selected for the project are capable of performing work according to our schedule, at the required quality level while staying in budget for each definable feature of work.

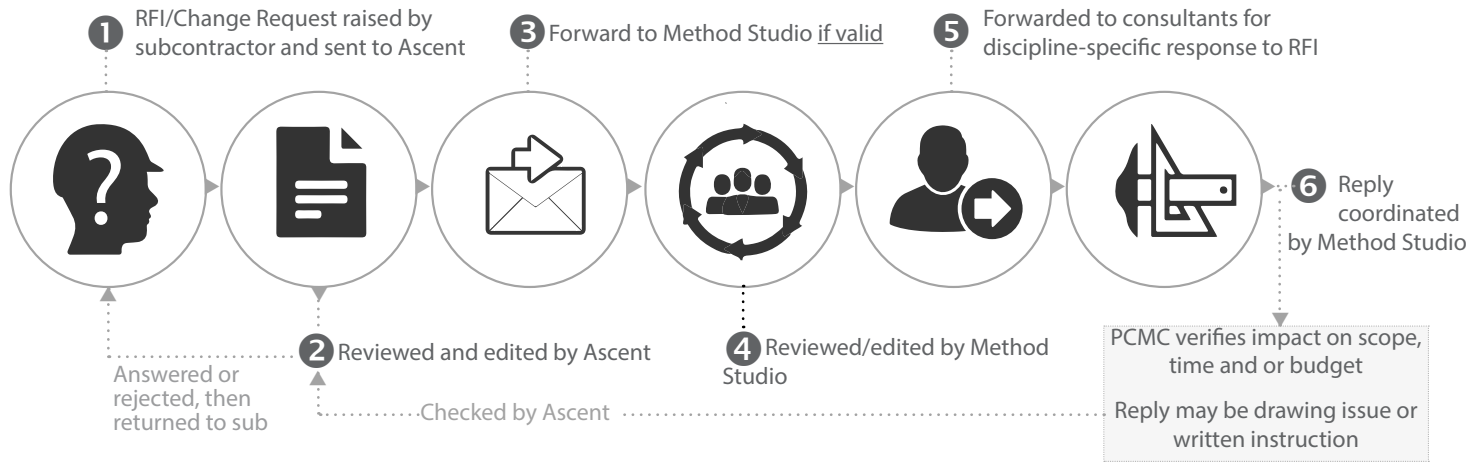
Is low bid always the best value?

Low bid is not always the best value, particularly if the spread between bids is large. It typically means the subcontractor with the lowest bid does not understand scope, quality and/or schedule. Therefore, we call the low bidders to verify understanding. This process not only saves the project, but also saves the subcontractor from having to honor a bid they aren't prepared to deliver.

How do we ensure that this project will get an appropriate response from the subcontracting community?

Ascent's in-house staff of estimators use a project bidding program called **SMARTBID**. This program allows them to send invitations to bid to thousands of pre-qualified subcontractors, targeting them by trade, location, and ability to perform. Our database currently has over 5,500 subcontractors in it, but if the estimating team find that they are not getting as many bids as wanted, they will start contacting subcontractors by phone or email, making sure to receive strong coverage and accurate bids.

CHANGE ORDER PROCESS



MINIMIZING CHANGE ORDERS

Minimizing change orders begins with bid verification during the bidding phase. Change orders do NOT necessarily mean a price increase, we look at methods to off-set costs to maintain budget should a change be necessary.

Ascent has an established cost control system allowing review by trade—current costs in relation to final cost projections. We have established a control system to advise PCMC and Method Studio of potential added costs or ways to avoid added cost, thereby enabling you to make knowledgeable project decisions.

The change order control system will be reviewed weekly in the project status meetings or OAC Meetings. Before submitting change order requests, Kelly Rasmussen will review the overall plan to look at cost reduction in other areas and work with each subcontractor and supplier submittal to verify that they represent changes that have occurred as a result of latent conditions or project scope changes. However, change orders don't necessarily precipitate an overall cost increase, often streaming costs in other areas keeps the project in budget.

G. REFERENCES

Wasatch Pointe Apartments, Senior Living, Logan, Utah
 Larry D. Kocherhans, President,
 International Dev. Group/Cornerstone Residential
 801.560.0374
 larryk@horizon-living.com

Bodhi Apartments, Salt Lake City, Utah
 Brad Holgate, VP West Region Development,
 The Vecino Group
 801.703.8523
 brad@vecinogroup.com

Rocky Mountain Care Center, Heber City, Utah
 Jay R. Bangerter, Owner, Rocky Mountain Care
 801.598.6700
 Jay.bangerter@rmcare.com

Station Square Apartments
 Daryn Murphy, Vice President of Development,
 The Commonwealth Companies
 503.956.2970
 d.murphy@commonwealthco.net

Larios Arms Apartments, Winnemucca, Nevada
 Beth A. Dunning, Community Dev. Group
 775.887.1795 x126
 bdunning@nrural.org



Date: March 01, 2017

Mr. Kelly Rasmussen

Ascent Construction
 310 West Park Lane
 Farmington, UT. 84025

Re: Letter of Recommendation

Dear Kelly:

I wanted to thank you and your site manager Steve Garn for the excellent work you have provided on the Station Square Senior Apartment project in Roy Utah.

I was most impressed with your attention to detail and being able to meet a very tight project schedule, while maintaining a high level of quality throughout the process for a successful project.

Thank you for providing a professional approach to the project and working as a team to bring it all together for the Owner.

I look forward to working together on future projects.

Kind Regards

Tad Bulin

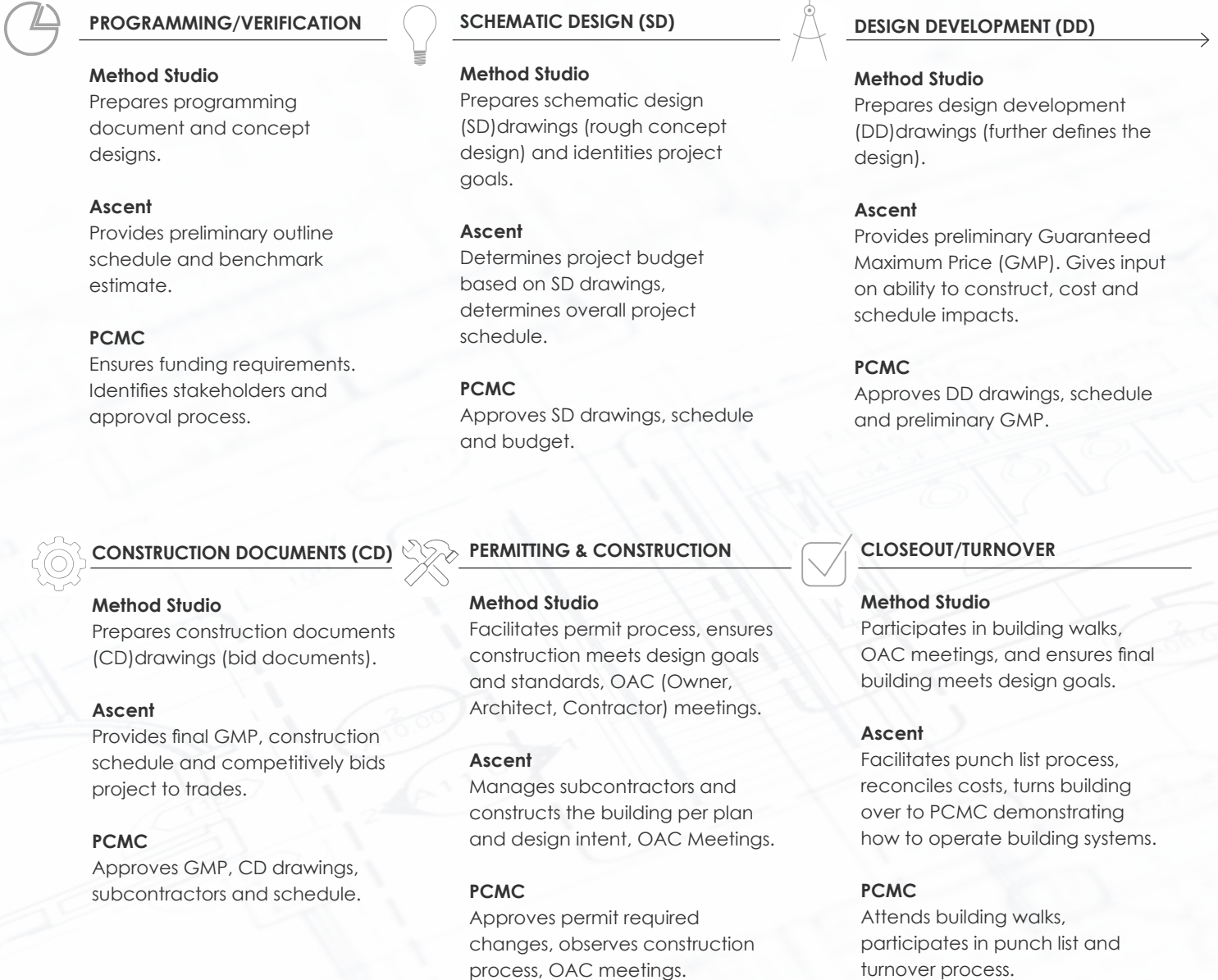
Owners Representative

H. PROPOSED FEE SCHEDULE**Attachment A - Exhibit 1**

Description	Takeoff Quantity	Unit	Total Cost/Unit	Unit \$	Total Amount
Construction Duration	19.00				
Preconstruction Services					\$ 12,000.00
Construction Phase Services					4.00%
P & P Bond @ \$25 Million					\$ 170,000.00
Personnel					
Project Manager	10.00	MN	\$ 15,500.00	/MN	\$ 155,000.00
Superintendent	19.00	MN	\$ 13,500.00	/MN	\$ 256,500.00
Project Engineer	10.00	MN	\$ 9,800.00	/MN	\$ 98,000.00
Project Administrator	10.00	MN	\$ 4,000.00	/MN	\$ 40,000.00
Estimator / Purchasing Manager	4.00	MN	\$ 14,000.00	/MN	\$ 56,000.00
Safety Contractor	19.00	MN	\$ 1,000.00	/MN	\$ 19,000.00
Equipment					
Truck Project Manager	10.00	MN	\$ 1,000.00	/MN	\$ 10,000.00
Truck Superintendent	19.00	MN	\$ 1,000.00	/MN	\$ 19,000.00
Job Specific Equipment	19.00	MN	\$ 1,000.00	/MN	\$ 19,000.00
Facilities					
Mobilization / Demobilization	2.00	EA	\$ 5,000.00	/LSUM	\$ 10,000.00
Storage Trailer 20'	19.00	MN	\$ 110.00	/LSUM	\$ 2,090.00
Lease Rate for Modular Office	19.00	MN	\$ 950.00	/MN	\$ 18,050.00
Mod Ofc (1) Delivery/Return	1.00	LSUM	\$ 1,550.00	/LSUM	\$ 1,550.00
Office Furniture Budget	1.00	LSUM	\$ 850.00	/LSUM	\$ 850.00
Onsite Computer (Budget)	19.00	MN	\$ 125.00	/MN	\$ 2,375.00
IPAD	39.00	MN	\$ 125.00	/MN	\$ 4,875.00
Utilities					
Temp Toilet	19.00	MN	\$ 550.00	/MN	\$ 10,450.00
Temp Electric Service	3.00	EA	\$ 2,500.00	/EA	\$ 7,500.00
Temp Electric Service - Spider	5.00	EA	\$ 800.00	/EA	\$ 4,000.00
Temp Electricity Usage	58,000.00	SQFT	\$ 0.16	/SQFT	\$ 9,280.00
Mobile Phone PM	10.00	MN	\$ 125.00	/MN	\$ 1,250.00
Mobile Phone Superintendent	19.00	MN	\$ 125.00	/MN	\$ 2,375.00
Mobile Phone Project Engineer	10.00	MN	\$ 125.00	/MN	\$ 1,250.00
Internet	3.00	MN	\$ 100.00	/MN	\$ 300.00
Temp Water	1.00	LSUM	\$ 1,200.00	/LSUM	\$ 1,200.00
Project Start/Maintenance/Travel					
Owner/Arch & GC Sign	1.00	LSUM	\$ 950.00	/LSUM	\$ 950.00
SWPPP	1.00	LSUM	\$ 2,500.00	/MN	\$ 2,500.00
SWPPP Inspections	38.00	EA	\$ 250.00	/MN	\$ 9,500.00
Employee Shuttle	3.00	MN	\$ 3,000.00	/MN	\$ 9,000.00
Employee Parking	3.00	MN	\$ 3,000.00	/MN	\$ 9,000.00

I. ADDITIONAL INFORMATION

CM/GC PROJECT MANAGEMENT PHASE BREAKDOWN



CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



KICK-OFF MEETING/SET-UP

Project set-up and clear lines of communication and goals are established.

	What Happens	Responsibility	Deliverables	Approvals
OAC MEETINGS	Identify Key Stakeholders and approval process.	PCMC Leads	List of Participants Meeting Schedule	PCMC Users/Stakeholders
	Identify OAC meeting dates	Ascent Leads	Communication Plan (See Below) Approval Process	Method Studio
	Project Schedule	Ascent Leads		Consulting Engineers
	Gather background data	Method Studio Leads		Ascent
	Identify risks and constraints	Ascent Leads		
COMMUNICATION	Communicates vision and goals for project	PCMC Communicates Method Studio Captures Data		
	Create general awareness about upcoming construction	Ascent Leads PCMC Supports		
	Establish who gets what information and when	Ascent Leads		
	Gather input on communication schedule and preference from users	Ascent Leads		
BENEFIT	Establish decision-making processes, methods for resolving conflict and escalating issues as well as on-site emergency protocol	Ascent Leads		
	Team will pro-actively use the communication plan and available technologies to ensure the right project information is getting to the right audience at the right time.			



CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



PROGRAMMING

Identify and develop options based on scope and budget. Phase ends with the selection of one option to be further defined.

	What Happens	Responsibility	Deliverables	Approvals
PROGRAMMING GOALS	Develop design options identifying key site utility, and building PCMC relationships	Team	Concepts- all options	PCMC
	Diagrammatic floor and stacking plans		Selection Options-	Users/Stakeholders
	Determine space programming requirements		developed into	Method Studio
	Confirm program meets site constraints		Programming Document	Engineering Consultants
CONTROLS & LOGISTICS	Sustainability goals and features, building systems need; and seismic, accessibility, environmental, architectural, and hazardous materials issues		Special Reports (soils, asbestos, air quality, etc.)	Ascent
			Preliminary Outline Schedule	
			Benchmark Estimate	
	Risk Mitigation. Identify potential project risks and contingencies	Kelly Rasmussen		
	Budget. Develop preliminary budget and cost model	Tom Thiede		
	Funding. Communicate funding plan	PCMC		
	Schedule. Preliminary Summary Critical Path Schedule	Kelly Rasmussen		
	Reviews. Conduct stakeholder interviews and charrettes	Method Studio		
	Logistics. Develop preliminary site plan	Kelly Rasmussen		
	Administration. Weekly OAC Meetings	Kelly Rasmussen		
BUILDING PROGRAM	Jurisdictional. Determine special studies required. (Soils, etc.)	Method Studio Kelly Rasmussen		
	Outreach. Outline community and building outreach plan	Ascent/Method Studio/ PCMC		
	Building. Conduct user interviews, reconcile program with space guidelines, establish stakeholder representatives	Method Studio		
	Site. Confirm design criteria and site guidelines	Method Studio		
	O&M/MEP. Confirm design guidelines and prepare draft basis of design	Method Studio		
	Life Safety/ADA. Select and define specific systems	Method Studio		
	Structural. Perform peer review	TBSE Structural Engineers		

CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



SCHEMATIC DESIGN (SD)

Scope, budget and schedule are set

	What Happens	Responsibility	Deliverables	Approvals
SCHEMATIC DESIGN GOALS	Team commits to project parameters, including scope, schedule and budget	Team	100% SD documents	PCMC
	Design-build team fosters an informed decision making process regarding project risks deciding approach, plan and execution of risk management activities			
CONTROLS & LOGISTICS	Develop a budget		Project budget (within FLCC)	Users/Stakeholders
	Sustainability features are defined. Confirm target savings for water use and utilities. Identify preliminary loads and connection points		Sustainability goals, if any	Method Studio
			Project schedule	Consulting Engineers
	Risk Mitigation. Refine list of potential project risks and contingencies	Kelly Rasmussen		Ascent
	Budget. Review SD drawings and develop final project budget	Tom Thiede		
	Funding. Finalize funding plan	PCMC		
	Schedule. Establish baseline time-line schedule	Kelly Rasmussen		
	Reviews. Prepare review documents	Method Studio		
	Logistics. Finalize preliminary site logistics plan	Kelly Rasmussen		
	Administration: Weekly OAC Meetings	Team		
BUILDING PROGRAM	Jurisdictional. Complete architecture and site approval package, preliminary jurisdictional review	Ascent		
	Outreach. Define community and building outreach plan	Ascent/Method Studio /PCMC		
	Building. Confirm SD meets requirements	Method Studio		
	Site. Develop 100% SD drawings with PCMC approval	Method Studio		
	O&M/MEP. Select and define specific systems	Method Studio		
	Life Safety/ADA. Further define specific systems	Method Studio		
	Structural. Determine seismic performance and peer review	TBSE Engineers		

CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES

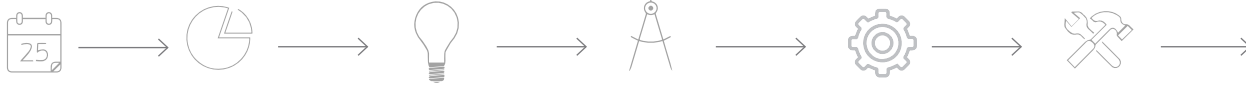


DESIGN DEVELOPMENT (DD)

Detailed design and coordination documents

	What Happens	Responsibility	Deliverables	Approvals
DD GOALS	Develop drawings with a clear, coordination description of every aspect of scope	Entire Team	100% DD documents	PCMC
	Design and coordinate major elements, including equipment, fire protection, mechanical, electrical, structural, telecommunications, and plumbing systems		DD construction estimate	Users/Stakeholders
	Prepare elevations and plans		GMP with adequate contingency-Reconcile to design approval)	Method Studio
	Define key sustainability features. Verify design meets goals, perform applicable life cycle cost analysis, etc.		Project schedule update	Engineering Consultants
	Calculate capital and life cycle costs for components and consider costs and savings		Value of components for early approval (demolition, steel, exterior, etc.)	Ascent
	Schedule will allow adequate time for turnover			
	Additions to scope in this phase may require reduction or elimination of other scope items, delay or budget impact			
CONTROLS & LOGISTICS	Design and construction costs are clarified to inform the DD phase estimate			
	Risk Mitigation. Update list of potential project risks and contingencies	Kelly Rasmussen		
	Budget. Reconcile DD budget to SD estimate and develop preliminary GMP with adequate contingency to finalize design	Tom Thiede		
	Funding. Review funding plan	PCMC		
	Schedule. Review/Update time line	Kelly Rasmussen		
	Reviews. Conduct stakeholder interviews/charrettes	Method Studio		
	Logistics. Update preliminary site plan	Kelly Rasmussen Paul Lindsay		
	Administration/Marketing: Call preferred subcontractor/supplier lists; Weekly OAC Meetings	Ascent/Method Studio / PCMC		
BUILDING PROGRAM	Jurisdictional. Prepare update with DD plans	Method Studio		
	Outreach. Refine community outreach plan	Ascent/Method Studio / PCMC		
	Building. Refine furniture, keying/access control, telecom, A/V, lighting, and signage	Method Studio		
	Site. Develop 100% DD drawings	Method Studio		
	O&M/MEP. Develop 100% DD package based on approved drawings	Method Studio		
	Life Safety/ADA. Develop 100% DD package based on approved drawings	Method Studio		
	Structural. Incorporate peer review comments	TBSE Engineers		

CM/GC PRECONSTRUCTION PHASE: APPROACH & ROLES



CONSTRUCTION DOCUMENTS (CD)

Detailed drawings to bid, permit and construct the project

	What Happens	Responsibility	Deliverables	Approvals
CD GOALS	Consultants produce contract drawings, including final drawings and specifications for components and systems Ascent is responsible with subcontractors for constructability, drawing coordination, and confirming budget Changes in scope or program will likely impact budget and schedule requiring reduction or elimination of other scope as well as additional review by PCMC PCMC review of drawings and specifications Seismic peer review Detail and coordinate sustainable components as part of building systems and utilities plans	Entire Team	100% Contract Documents Final GMP (reduced contingency 2%) Project schedule update Final construction management plan	Park City Municipal Corp. Users/Stakeholders Method Studio Ascent
	Risk Mitigation. Identify potential project risks and contingencies	Kelly Rasmussen		
	Budget. Finalize GMP (95-100% CD)	Tom Thiede		
	Schedule. Finalize construction time line	Kelly Rasmussen		
	Reviews. Prepare review documents	Method Studio		
	Logistics. Final site plan	Kelly Rasmussen Paul Lindsay		
	Administration/Marketing: Review subcontractor bid lists. Administration: Weekly OAC Meetings	Tom Thiede PCMC		
CONTROLS & LOGISTICS	Jurisdictional. Submit to City for plan check	Method Studio Kelly Rasmussen		
	Outreach. Refine community and building outreach plan	Ascent/Method Studio /PCMC		
	Building. Finalize furniture, keying/access control, telecom, A/V, lighting, and signage	Method Studio		
	Site. Complete 100% CD drawings/specifications	Method Studio		
	O&M/MEP. Complete 100% CD drawings/specifications package based on approved drawings	Method Studio		
BUILDING PROGRAM	Life Safety/ADA. Develop 100% CD package based on approved drawings	Method Studio		
	Structural. Complete final peer review	TBSE Engineers		

CM/GC CONSTRUCTION PHASE: APPROACH & ROLES



PERMITTING

Submit to Jurisdictional Authorities for Review and Permits

	What Happens	Responsibility	Deliverables	Approvals
PERMITTING GOALS	Ascent mobilization and site preparation	Entire Team	100% Permit Documents	Jurisdictional agencies
	Method Studio facilitates permit process		Final GMP (reduced contingency)	
	Method Studio leads communications with jurisdictional agencies using project team as necessary		Project schedule (update with permit impacts)	
	Method Studio coordinates comments and resolves permit issues		Construction permits	
	Ascent is responsible for obtaining individual systems permits		Final Logistics plan with user approval	
			Update Interim Life Safety Plan for occupied facilities on-site	
CONTROLS & LOGISTICS	Risk Mitigation. Potential risks have been identified and a mitigation plan is in place	Kelly Rasmussen		
	Budget. Bid remaining trades, if any; incorporate permit comments in final budget	Rick Sandberg		
	Schedule. Complete final critical path	Kelly Rasmussen		
	Reviews. Final plans provided to technical team for reference only	PCMC		
	Logistics. Review final site plan with users	Kelly Rasmussen Paul Lindsay		
	Administration: Weekly OAC Meetings	Team		
	Jurisdictional. Obtain permits	Method Studio		
	Outreach. Communicate final logistics to effected residential neighbors, businesses and users	Ascent/Method Studio /PCMC		
BUILDING PROGRAM	Building program is complete and incorporated into final drawings	Method Studio		

Ascent uses Procore software to manage construction projects efficiently and effectively.

PROJECT MANAGEMENT SOFTWARE BENEFITS:

Mobility. With Procore's mobile apps for smart phone and tablets, the office is as mobile as a personal device. Real time project data at the fingertips of the entire team so we can actively manage projects from any location.

Increased Collaboration & Efficiency. When project team members can archive and track emails, contracts, drawings, daily logs, RFIs, submittals, and punch items from their mobile devices, we can answer any project-related question instantaneously. Diagnose problems in real time and resolve them quickly to maximize efficiency and drastically increase project margins.

Real Time Visibility Into Project Health. Procore provides key stakeholders 24/7 visibility into project health from bidding to closeout. Analyze project performance in detail to identify risks before they impact the overall success of the project or future projects.

Increased Accountability. Every time a contract adjustment is made, a commitment is entered, or a change order is submitted, it's tracked. This allows Kelly Rasmussen to keep the team on the same page, avoiding potential delays and rework.

Risk Avoidance. Everything accomplished is tracked and archived, from email chains and RFIs, to change order approvals and daily logs. User-change history is archived, holding all team members accountable at every stage of construction.



CM/GC CONSTRUCTION PHASE: APPROACH & ROLES



CONSTRUCTION

Construct safely per plan and specifications

	What Happens	Responsibility	Deliverables	Approvals
CONSTRUCTION GOALS	Ascent conducts weekly on-site OAC Meetings with PCMC, Method Studio, and others	Entire Team	Rolling five (5) week schedules	Jurisdictional agencies PCMC
	Project Manager, Kelly Rasmussen reports on submittals status, budget and schedule; resolving any field conflicts with drawings		RFI's, submittals, and change requests logs	
	Kelly sets agenda and documents decisions and outcomes		A&E site observations	
	Paul Lindsay, Superintendent, reports on safety program, site logistical concerns and provides weekly updates to schedule		Punch list	
	Paul coordinates delivery and installation and facilitates the inspection process		Letter of Substantial Completion	
	PCMC, users and technical team are copied on OAC meeting minutes to assist in resolving field issues		Signed-off permits (final inspections)	
	PCMC and Method Studio help route relevant submittals and RFI's to user and technical team for review			
CONTROLS & LOGISTICS	Risk Mitigation. Continue to mitigate risks during construction	Kelly Rasmussen		
	Budget. Track costs and report weekly	Kelly Rasmussen		
	Schedule. Track and report weekly on overall progress	Kelly Rasmussen		
	Rolling five week schedules	Paul Lindsay		
	Reviews. Construction walk-throughs as needed; submit reviews as required	Method Studio PCMC		
	Logistics. Notify stakeholders of changes	Kelly Rasmussen Paul Lindsay		
	Administration: Weekly OAC Meetings Weekly Sub-Contractor Meetings and safety meetings	Team		
	Jurisdictional. Conduct Inspections	Jurisdictional Auth.		
	Outreach. Maintain communication with residential neighbors, surrounding businesses and users	Ascent/Method Studio/PCMC		

CM/GC CONSTRUCTION PHASE: APPROACH & ROLES



TURNOVER/CLOSEOUT

Facilitate Occupancy and Administrative Financial Closeout

	What Happens	Responsibility	Deliverables	Approvals
TURNOVER	Turnover of building systems	Entire Team	Certificate of Occupancy Turn-Over Documents Complete Interim Life Safety Plan	Jurisdictional agencies
	Furnishing and outfitting facility for occupancy			
	Turnover team meets regularly to ensure transition of building			
	Users work with team to plan occupancy tasks, including phone/data, card access, security, signage, audio/visual and furniture installation			
	Move: planning and coordination			
CLOSEOUT	Facility is occupied	Entire Team	Completed punch list As-built drawings & O&M Manuals User and maintenance turnover letter(s)	Jurisdictional agencies PCMC Users and Technical Staff Building Principal Occupants
	Maintenance responsibilities begin			
	Warranties are in effect			
	Submit closeout documents			
	Complete jurisdictional, legal and contractual obligations			
	Reconcile of accounting/cost			
	Evaluate and report on project outcomes			
CONTROLS & LOGISTICS	Budget. Closeout project contracts and reconcile final project cost	Kelly Rasmussen		
	Schedule. Tracking and complete as promised	Kelly Rasmussen Paul Lindsay		
	Reviews. Training programs, organize turnover meetings, vendor proposals and contracts. Conduct post occupancy evaluation.	PCMC Paul Lindsay		
	Logistics. Demobilization and restore site	Paul Lindsay		
	Administration: Submit complete as-built drawings	Method Studio Kelly Rasmussen		
	Jurisdictional. Acquire final occupancy Submit Certificate of Occupancy	Kelly Rasmussen		

Agreement Between
Owner and Construction Manager
where the Construction Manager is also
THE CONSTRUCTOR

AGREEMENT

made as of the _____ day of _____, 2019

BETWEEN the Owner:

PARK CITY MUNICIPAL CORPORATION

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

and the Construction Manager (CMAR):

ASCENT CONSTRUCTION

310 West Park Lane
Farmington, UT 84025

The Project is:

Woodside Park Phase 2 Construction
1361 Woodside Avenue
Park City, UT 84060

The Architect is:

Method Studios, INC.
360 W. Aspen Avenue
Salt Lake City, UT 84101

The Owner and Construction Manager agree as set forth below:

TABLE OF CONTENTS

	<i>Page</i>
ARTICLE 1 GENERAL PROVISIONS	4
1.1 RELATIONSHIP OF PARTIES AND GENERAL INTENT.....	4
1.2 GENERAL CONDITIONS	5
1.3 CMAR'S PERFORMANCE STANDARDS AND GENERAL SCOPE.....	5
1.4 REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFCERS AND EMPLOYEES.....	6
1.5 EXTENT AND INTERPRETATION OF AGREEMENT.....	6
ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES	8
2.1 PRECONSTRUCTION	9
2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.....	20
2.3 CONSTRUCTION PHASE	23
2.4 PROFESSIONAL SERVICES	28
2.5 UNSAFE MATERIALS	29
2.6 INSPECTION AND TESTING.....	29
2.7 WARRANTY	29
2.8 SAFETY AND TRAFFIC CONTROL	31
2.9 SAFETY AND PROTECTION OF THE WORK.....	31
ARTICLE 3 OWNER'S RESPONSIBILITIES	32
3.1 INFORMATION AND SERVICES	32
3.2 OWNER'S DESIGNATED REPRESENTATIVE.....	33
3.3 ARCHITECT	33
ARTICLE 4 COMPENSATION FOR CONSTRUCTION SERVICES.....	33
4.1 COMPENSATION	34
4.2 GUARANTEED MAXIMUM PRICE	34
4.3 CHANGES IN THE WORK/CHANGE ORDERS.....	34
4.4 CONSTRUCTION CHANGE DIRECTIVES.....	35
ARTICLE 5 COST OF THE WORK FOR CONSTRUCTION PHASE	37
5.1 COSTS TO BE REIMBURSED.....	37

5.2	COSTS NOT TO BE REIMBURSED.....	40
5.3	DISCOUNTS, REBATES, AND REFUNDS	40
5.4	ACCOUNTING RECORDS.....	41
ARTICLE 6	CONSTRUCTION PHASE	41
6.1	PROGRESS PAYMENTS.....	41
6.2	FINAL PAYMENT	46
ARTICLE 7	INSURANCE AND BONDS	47
7.1	INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER	47
7.2	PERFORMANCE BOND AND PAYMENT BOND	49
ARTICLE 8	MISCELLANEOUS PROVISIONS	49
8.1	OTHER PROVISIONS.....	49
8.2	DISPUTES.....	51
ARTICLE 9	TERMINATION OR SUSPENSION.....	51
9.1	TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.....	51
9.2	TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE.....	52
9.3	SUSPENSION	53
ARTICLE 10	OTHER CONDITIONS AND SERVICES.....	53
10.1	CONSTRUCTION MANAGER DUTIES	53
10.2	REPRESENTATIVE DESIGNATION	53
10.3	UTILITIES	53
10.4	HOURS AND DAYS OF WORK	53
10.5	CONSTRUCTION MANAGEMENT PLANS	54
10.6	TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED	54
10.7	NONDISCRIMINATION	55
10.8	THIRD PARTY RIGHTS	55
10.9	SEVERABILITY	56
10.10	NOTICE	56
ATTACHMENTS:		
Exhibit A: Sample Amendment No. 1		
Exhibit B –Preconstruction Scope of Services		

ARTICLE 1

GENERAL PROVISIONS

1.1 GENERAL INTENT OF THE AGREEMENT, RELATIONSHIP OF PARTIES AND PERFORMANCE STANDARDS

1.1.1 General Intent of the Agreement. The general intent of this Agreement is for Owner to retain a highly skilled and competent construction manager at risk, who shall be loyal to Owner; provide sound, accurate, reliable and complete information, guidance, costing and advice to Owner and its Architect; and utilize the highest degree of knowledge, skill, judgment, experience and expertise in the construction industry to help Owner design and build the Project on time and within the construction budget.

1.1.2 The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager, and other persons or entities employed by the Owner for the Project.

1.1.3 Independent Contractor. CMAR is an Independent Contractor and is not an agent or employee of Owner or Agent in performing the Work. Except as otherwise provided herein, CMAR shall maintain complete control and responsibility over its own employees, agents and operations and those of its Subcontractors, Suppliers/Vendors and their respective employees and agents. CMAR hereby accepts complete responsibility as a principal for its agents, Subcontractors, Suppliers/Vendors, their respective employees, agents and Persons acting for or on their behalf, and all others CMAR hires to perform or assist in performing the Work.

1.1.4 Relationship of Trust and Confidence with Owner. CMAR shall work in a relationship of trust and confidence with Owner. CMAR accepts the relationship of trust and confidence with Owner established by this Agreement and covenants to fully cooperate with Owner, Owner's Representatives and Architect and to perform its Work in a professional manner.

1.1.5 If any of the work performed by CMAR in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then CMAR shall immediately repair or correct the work at no additional cost to City.

1.2 GENERAL CONDITIONS

The General Conditions of the Contract shall be the 2007 Edition of AIA Document A201, General Conditions of the Contract for Construction, as amended, which is incorporated herein by reference (hereinafter it is referred to as “AIA Document A201, as amended”). The term “Contractor,” as used in the original AIA Document A201, has been changed to “Construction Manager.”

1.3 CMAR’S PERFORMANCE STANDARDS; GENERAL SCOPE.

1.3.1 Performance Standards. CMAR shall use the highest degree of skill, judgment and resources in performing the Work, shall use its own means and methods consistent with sound and prudent construction practices, applicable laws, rules, regulations, industry standards; and shall perform all Work in strict accordance with the Agreement. CMAR shall furnish efficient business administration and superintendence and shall perform the Work in the most efficient, expeditious and economical manner consistent with the Agreement, Owner's procedures, and in the best interest of Owner.

1.3.2 Standards of Workmanship. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, water lines and landscaping), those specifications shall provide the benchmark for determination of acceptability.

1.3.3 General Scope. The services that CMAR shall provide to Owner are not limited to those described or specified in this Agreement, and the services that are described or specified in this Agreement shall not be deemed to constitute a comprehensive specification having the effect of excluding other services not specifically mentioned herein. Generally, CMAR shall be obligated to perform all services ordered, authorized or directed in an Owner Approved Guaranteed Maximum Price (GMP) or through an Agreement Modification. Without limiting the general scope described above, CMAR shall perform the following services, which are more specifically described throughout the Agreement:

1. Pre-Construction Services. CMAR will work cooperatively with Owner in performing the Pre-Construction Services contemplated in this Agreement attached and incorporated herein as Exhibit B. Among other things, the parties contemplate that CMAR shall, as ordered, authorized or directed by a GMP: confirm the constructability of the Project; validate the established construction budget; propose and cooperate with the Owner in developing the GMP; prepare and provide reliable and accurate cost estimates and data to the Owner during the design phase of the Program to assure that the Project and each Component is designed and is constructible, and can be built within the construction budget; propose a Project Control Schedule for the construction of the overall Project consistent with Owner's Program objectives; propose and cooperate with

the Owner in developing the individual GMP schedule, GMP scope of Work and special terms and provisions applicable to each GMP; provide prudent value engineering and cost saving measures to facilitate completing the Project at or under the construction budget; investigate the Project Site; make prudent recommendations to Owner for the integration of the new Work into the existing facilities; and, provide the Pre-Construction Services contemplated in this Agreement.

2. General Conditions Services. CMAR will work cooperatively with Owner in performing the general conditions services contemplated in this Agreement. Among other things, the parties contemplate that CMAR shall, as ordered, authorized or directed by a GMP: maintain and update the Project Control Schedule; prepare Cost Control Reports and, provide the other general conditions services identified in this Agreement. General conditions services shall be incorporated into each GMP.

3. Construction Services. CMAR will work cooperatively with the Owner in performing the Construction Services contemplated in this Agreement. Among other things, the parties contemplate that CMAR shall, as ordered, authorized or directed by GMP: build and construct the Project and each physical Component of the Project within the approved GMPs, construction budget, applicable GMP Control Schedules and in accordance with the Agreement and Owner's Program objectives; provide supervision and construction management services, cost controls, schedule management and updates, Project coordination and coordination of Subcontractors and Suppliers; compile and propose estimates for change orders; and, provide the Construction Services identified in this Agreement.

4. Comply with All Laws. In providing its services hereunder, CMAR agrees to comply at its own expense with all applicable laws of the United States of America, the state of Utah, Park City and other local authorities, and lawful rules and regulations promulgated by their authority and all applicable lawful rules, regulations and ordinances of Park City now in force or thereafter prescribed and promulgated by authority of law, specifically including all fire and building codes.

1.4 REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

The CMAR represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Title 3 of Park City Municipal Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach

any of the ethical standards set forth in City's conflict of interest ordinance, Title 3 of Park City Municipal Code.

1.5 EXTENT AND INTERPRETATION OF AGREEMENT.

1.5.1 This Agreement shall not be superseded by any provisions of the Construction Documents and may be amended only by written instrument signed by both Owner and CMAR indicating a clear intent to change the terms of this Agreement. Construction Documents shall be construed in a harmonious manner with this Agreement, whenever possible.

1.5.2 If any ambiguity or question of intent or interpretation arises, then this Agreement will be construed as if drafted jointly by the parties.

1.5.3 This Agreement and the Construction Documents shall be considered together, so that any part of the work shown or described on the plans, though not specifically referred to in the specifications or elsewhere in the documents, and any work described or referenced in the specifications or other document, but not shown or described on the plans, shall be executed by CMAR, as well as any Work that, in the opinion of Owner, may be fairly inferred from the specifications, plans, this Agreement or by normal industry practice.

1.5.4 Detail plans shall take precedence over general plans for the same part of the Work. Specifications and detail plans that are prepared or approved by Owner after Owner Approval of a GMP shall be deemed part of such specifications and plans if their requirements may be fairly inferred from the original specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the GMP Substantial Completion Dates or Final Completion Dates.

1.5.5 ORDER OF PRECEDENCE. In the event of a conflict in connection with this Agreement and/or the Construction Documents, more stringent requirements shall apply if the conflict cannot be resolved by applying the following Order of Precedence:

1. Agreement Modifications
2. GMP and GMP Modifications
3. Executed Agreement
4. Supplemental conditions (if any, issued for self-performed Work)
5. Bid addenda (if any, issued for self-performed Work)
6. Specifications and drawings. Drawings take precedence over specifications as to

quantity and location. Specifications take precedence over drawings as to quality of materials and workmanship.

7. Unit price schedules contained in a GMP
8. Instructions to bidders and all information required from bidders (if any issued for self-performed Work)
9. Invitation to Bid (if any issued for self-performed Work)
10. Measurements by scale

ARTICLE 2

CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article.

2.0 GENERAL

2.0.1 GENERAL. The CMAR's services shall be those necessary and appropriate to the successful completion of the Program in a timely and cost-effective manner and shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Unless otherwise provided in this Agreement, or as otherwise agreed in writing between Owner and CMAR, the form and content of all systems, reports, forms and regular submittals by CMAR to Owner shall be subject to Owner Approval, and CMAR shall submit such materials to Owner through the Owner's Representative prior to implementation. Owner Approval shall not limit Owner's right to require reasonable changes or additions to approved systems, reports, forms, and regular submittals by CMAR to Owner. The CMAR acknowledges that it is not entitled to receive any Work under this Agreement. The CMAR hereby waives all claims for anticipated profits and all claims based upon the Owner's decision to not proceed with the Program, any GMP or any portion thereof.

2.0.2 SCOPE OVERVIEW. CMAR will work cooperatively with the Owner in performing the services contemplated in this Agreement. Among other things, the parties contemplate that CMAR shall as authorized or directed by Owner; maintain and update the Project Control Schedule; prepare Cost Control Reports; prepare and maintain a Project Manual; and, provide the other general conditions services identified in this Agreement. General Services shall be incorporated into each GMP, and also into a separate GMP for project-wide General Services.

2.0.3 OWNER APPROVAL. CMAR will proceed with the Work set forth in a GMP only after Owner Approval of the GMP. Owner's signature on the GMP constitutes Owner Approval of the GMP and Notice to Proceed on the terms specified in the GMP.

2.0.4 A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, permits, construction problems and recommendations, and plans for the succeeding month.

2.1 PRECONSTRUCTION

2.1.1 PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2.1.1.1 Scope. In addition to any other services to be performed during the pre-construction phase as may be specified elsewhere in this Agreement, the CMAR shall provide all management, supervision, labor, services, equipment, tools, supplies and any other item of every kind and description required to provide comprehensive pre-construction services, including, attending design meetings, suggesting value engineering options, preparing detailed CPM schedules and detailed estimates, conducting design and constructability reviews, conducting pre-bid meetings, bid interviews, managing all bidding and negotiations with all subcontractors and Suppliers and all other services required by the Owner for establishing GMP Proposals to cover all Project Components and conducting all necessary coordination with contractors and consultants.

2.1.1.2 Preliminary Evaluation. The CMAR shall become thoroughly familiar with the site and conditions surrounding the site and document the conditions observed on the site with photos or videos. The CMAR shall review with the Owner and Architect, the site data such as access, location of services, public safety, security, surveys, soils information, and other relevant information related to the Program and carrying out the Work. The CMAR shall be responsible for the proper identification and location of all existing utilities, services and other underground facilities that may impact the Program. The CMAR shall participate in a kick-off meeting with Owner to establish rapport and develop a common appreciation of the goals of the Program.

2.1.2 CONSULTATION

The Construction Manager, with the Architect, shall jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager shall consult with the Owner and the

Architect regarding site use and improvements and the selection of Materials, building systems, and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or Material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or Materials, preliminary budgets, and possible economics.

2.1.2.1 Design Review and Recommendations

1. The CMAR shall participate in all design review meetings with the Owner that may be scheduled. For each design submittal, the CMAR shall review the design documents for clarity, consistency, constructability, construction feasibility and practicality, and identification of errors, omissions, conflicts and apparent defects and coordination of documentation.

2. The CMAR shall follow the development of design through final Construction Documents, reviewing the in-progress Schematic Design Documents and Design Development Documents, and familiarize itself thoroughly with all construction documents related to the Program, involving all required disciplines, including without limitation the evolving architectural, civil, mechanical, plumbing, electrical, information technology, and structural plans and specifications, as well as all other drawings and data related to the Program prepared by the Architect. The CMAR shall analyze the design for constructability, including construction feasibility and practicality, and alternative materials/methods.

3. The CMAR shall assist and advise the Owner in exploring potential value engineering, alternative approaches, materials and systems to minimize total construction and operation costs, or to enhance the quality of the Project or any Components thereof.

4. The CMAR shall continuously monitor the impact of proposed design on the Program and GMP schedules and recommend adjustments in the design documents or construction bid packaging to ensure completion of the Program and GMPs in the most expeditious manner possible.

2.1.2.2. Within 14 calendar days of receipt of each design submittal, or within other such time set forth in the Program Schedule or GMP Schedule, the CMAR shall submit a written report to the Owner identifying any apparent ambiguities, defects or conflicts in the design, plans and specifications or other documents, use of illegal or restrictive requirements, overlap between the trade contracts, omissions, lack of correlation between plans and any other deficiencies so that the Architect may arrange for necessary corrections. The report shall also provide advice on site use and improvements, selection of materials, building systems and equipment, methods of Project delivery, permitting, phasing and subdivision of the Work, recommendations on relative

feasibility of construction methods, potential value engineering and alternative materials, availability of materials and labor, time requirements for procurement, installation and construction and factors related to changes in the Work including, the costs of alternative designs and materials and possible economies and all comments related to the design review. The report shall also address the suggestions and/or recommendations previously submitted, additional suggestions or recommendations, as it may deem appropriate.

2.1.2.3 At completion of the CMAR's review of the 100% submittal for a Component, or other design phase submittal that is used for bidding, except only as to specific matters as may be identified by appropriate comments pursuant to this section THE CMAR CONFIRMS THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE BASED ON STANDARDS EXPECTED IN THE INDUSTRY. THE CMAR FURTHER CONFIRMS THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS SUBCONTRACT BID PACKAGES ARE CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME AND BUDGET. THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE. The owner is expressly relying on the skill and expertise of the Architect to produce accurate, practical, consistent and constructible plans and specifications.

2.1.3 PRELIMINARY PROJECT SCHEDULE

1. When Project requirements described in Subparagraph 3.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the Services and activities of the Owner, Architect, and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long lead time procurement, and Owner's occupancy requirements showing portions of the Project having occupancy priority. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

2. Procurement activities shall be included for all Components to reflect durations for contracting, submittal and shop drawing preparation, CMAR review, Architect and Owner review, and fabrication and delivery. Activities shall be included for samples, mock-ups, color selections, testing and inspections, construction clean-up, final clean-up, preparation and completion of CMAR's Punch list, and preparation and completion of Owner's Punch list.

3. The CMAR shall incorporate into its schedule the Work and procurement activities of all contractors and subcontractors, including, but not limited to the utility providers. Such Work shall logically be tied to CMAR's activities so as to accurately represent total GMP progress.

4. Upon review and acceptance by Owner of any GMP schedule, such schedule shall be deemed part of this Agreement. The CMAR shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise Owner of any delays or potential delays.

5. Following development and submittal of the Construction Schedules described above, the CMAR shall, submit with each monthly payment application, or at such earlier intervals as circumstances may require, updated and/or revised progress schedules to show the actual progress of the Work performed, variance from scheduled completion dates, the occurrence of all events that have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original Construction Schedule, and all updates and/or revisions thereto as reflected in the updated and/or revised Construction Schedule last submitted prior to submittal of each such monthly update and revision. The CMAR shall prepare and incorporate into the schedule, the following schedules for the GMP:

6. Pre-Bid Schedules. The CMAR shall prepare a Construction Schedule for the Work encompassed in each bid scope. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid scope as a framework for contract completion by the successful bidder, shall show the interrelationships between the Work of the successful bidder and that of other subcontractors for the applicable GMP.

7. Subcontractor Construction Schedules. Upon the award of each subcontract, the CMAR shall jointly with the Subcontractor, develop a schedule that is more detailed than the pre-bid schedule included in the specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Subcontractor. The Subcontractor construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop plan schedules and material delivery schedules. All Subcontractor schedules shall be integrated into, made a part of and conform to the GMP schedule.

2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and the Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of

the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economics, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES

2.1.5.1 When Design Development Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect, and Construction Manager.

2.1.5.2 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and the Architect.

1. Initial Program and GMPs Estimates. Within 45 calendar days after the effective date of this Agreement, the CMAR shall prepare an estimate for the Program. In addition, the CMAR shall prepare an estimate for each individual GMP, as requested by the Owner.

2. Project Estimate Updates. The CMAR shall prepare budgeting, estimating and pricing appropriate to each level of design for the Program and the GMP, with increasing level of detail as the design progresses. The CMAR shall assist the Owner in achieving the Program and the GMP budget requirements and other design parameters. The CMAR shall provide construction budget evaluations of alternative materials and systems. The CMAR shall provide input to the Owner on clarifications needed to reduce allowances for contingencies. The CMAR shall work with the Owner to reconcile any inconsistencies in the estimates.

3. Construction Document Estimates. The CMAR shall continue to review and refine the estimates as Construction Documents are completed and advise the Owner immediately if it appears that the Program or the GMP cannot be completed within the budget or schedule.

2.1.5.3 The CMAR shall make written recommendations to the Owner with respect to phasing and subdividing the Work in such manner as will permit the CMAR to complete the Work within the Program budget and schedule. The evaluation shall include recommendations for options to fast track the Program, or certain parts thereof, to achieve earlier completion of the Program. The CMAR shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner. The CMAR shall take such measures as are

appropriate to provide that all construction requirements for the Program will be covered and that the separate construction subcontracts will be without duplication or overlap, and will be sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid scope clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors. The CMAR shall obtain Owner Approval of the proposed phasing and subdivision of the Work for each GMP before proceeding with any procurement or performance of the Work.

2.1.5.4 The CMAR shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Program. The CMAR shall be responsible to stimulate bidder interest in the local, and regional market place, and to identify and encourage bidding competition, including utilization of all Owner subcontractor and vendor lists.

2.1.5.5 The CMAR shall advise and assist the Architect in dealing appropriately and complying with all applicable laws and regulations, including local building departments, local utilities, communications, and other infrastructure issues. The CMAR shall represent the Owner with these entities only if requested by the Owner. The CMAR shall assist the Owner with interfacing, as necessary, with any federal, State or local agencies with jurisdiction over the Program or any portion of the Project.

2.1.5.6 Cost Status Report presenting the budget, estimate, and baseline costs (awarded subcontracts and purchase orders) for any given subcontract or budget line item. It shall show approved Agreement Modifications for each subcontract that, when added to the base-line costs, will become the revised costs. Pending Agreement Modifications will also be specifically identified and incorporated into the Cost Status Report to illustrate the total estimated probable cost to complete the Program and the GMP.

2.1.5.7 Payment Status Report showing the value in place (both current and cumulative), the amount invoiced to CMAR (both current and cumulative), the amount paid by the CMAR to date, the retainage, the amount payable (both current and cumulative), and the balance remaining.

2.1.5.8 Detailed Status Report showing the complete activity history of each item in the Program and each GMP accounting structure. It shall include the budget, estimate and base-line costs figures for each subcontract. It shall give the Agreement Modification history including Agreement Modification numbers, description, proposed and approved dates, the proposed and approved dollar amounts and detailed reasons for the Agreement Modification, and parties responsible. It shall also show all pending or rejected Agreement Modifications. The payment history shall include the date, value-in-place, retainage, and accounts payable

2.1.5.9 Report on Construction Contingency, reconciling the Construction Contingency in each GMP, showing the initial amount in both the CMAR's Contingency and the Owner's Contingency, along with an itemization of expenditures charged to the respective contingencies .

2.1.6 SUBCONTRACTORS AND SUPPLIERS

2.1.6.1 In procuring subcontractor and supplier contracts, Construction Manager shall utilize competitive bidding practices in accordance with Utah Code Annotated §§ 11-39-101 to -107 and the Park City Contracting and Purchasing Policy. Prior to procuring subcontracts and supplier contracts, the Construction Manager shall develop a procurement plan, for review and approval by the Owner, outlining how the Construction Manager will conduct the competitive bidding process. The CMAR shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

2.1.6.2 If written approval is granted to subcontract a part of this contract the CMAR shall require each subcontractor that physically performs services within Utah to submit an affidavit to the CMAR stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee.

2.1.6.3 The CMAR shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The CMAR shall submit lien waivers for each pay release.

2.1.6.4 If the City reasonably believes that CMAR has failed to pay Subcontractors, material men, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the CMAR, either pay unpaid bills or withhold from the release of CMAR's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

2.1.6.5 All subcontracts shall be competitively awarded to the lowest qualified, responsible and responsive bidder subject to Park City's local bidder preference and contract policy. The CMAR shall generally follow the Owner's standard procedures for the procurement of construction services, unless the Owner directs that an alternative basis of award is in the best interest of the Owner. In the event CMAR recommends award of a subcontract to a bidder that is not the lowest bid, CMAR shall explain the reasons for such recommendation and obtain Owner Approval prior to awarding such subcontract. The CMAR and its related entities, such as parent corporations, subsidiaries, affiliates, joint venture partners, or other entities with common ownership or

management, may submit bids and proposals to self-perform the Work as long as the CMAR meets the other requirements for self-bidding, as set forth below, and in PERFORMANCE OF WORK AND SUBCONTRACTS. The CMAR shall prepare the invitations for bids, requests for proposals and assemble all bid documents and contract documents for each subcontract. All solicitations shall specifically state that no contractual relationship will be created with the Owner. Specifically, in connection with procurement of subcontracts, the CMAR shall:

1. Develop proposed pre-qualification criteria, which shall include the subcontractor's financial stability and financial condition, the availability of adequate fixed and liquid assets and equipment to properly perform the subcontract, past performance, bonding capacity, safety record, and the experience and qualifications of the key personnel.
2. Submit the proposed pre-qualification criteria and proposed selection process for Owner Approval.
3. Publicly advertise the Request for Qualifications that includes all of the pre-qualification criteria and the selection process.
4. Open and evaluate all statements of qualifications in accordance with the published notice.
5. Submit the proposed list of pre-qualified subcontractors for Owner's review. Owner will have five (5) business days to notify CMAR of denial of any subcontractor.
6. Conduct a pre-bid conference with prospective bidders, the Architect, and the Owner. In the event that questions are raised that requires an interpretation of the Bid Documents or otherwise indicates a need for a clarification or correction of the invitation for bids, the CMAR shall coordinate the preparation of an addendum to the Bid Documents with the Architect. The addendum shall be the medium for making any clarifications or corrections to the Bid Documents and will be issued to all of the prospective bidders
7. Solicit bids or proposals only from the pre-qualified subcontractors or Suppliers, or, in the event the Notice allows for qualification during the solicitation period,
8. Analyze and evaluate the bids and proposals and their relationship to the budgeted and estimated amounts, and prepare a bid tabulation analysis and such other support data as necessary to document the comparison of the various bids, their responsiveness to the Bid Documents, and the basis for the CMAR's recommendation, including an explanation if the CMAR recommends award to any entity that is not the apparent lowest bidder,

9. Present the bid results, analysis and related documentation for Owner review. Owner will have five (5) business days to object to CMAR recommendation.
10. Ensure that Work shall not commence until Owner Approval of the GMP is obtained.
11. Ensure that related entities, such as parent companies, affiliates, subsidiaries, or other entities having common ownership or management with that of a Subcontractor are prohibited from submitting competing bids or proposals and shall be disqualified for doing so.
12. SELF-PERFORMANCE OF THE WORK. Upon written consent of the Owner, the CMAR may use its own forces or related entities, such as parent corporations, affiliates, subsidiaries, joint venture partners, or other entities with common ownership or management, to perform a portion of the Work,. CMAR may be selected to perform the Work on a GMP if CMAR submitted the lowest bid or if the Owner deems it in Owner's best interest for CMAR to perform the Work. Sealed Bids must be submitted to the owner by 5 PM the day prior to the bid opening.

Self-performed Work will be paid in accordance with the CMAR's submitted bid if two other higher competitive bids have been received. If two other higher competitive bids have not been received, payment will be made in accordance with the CMAR's lump sum bid as long as the bid is within the applicable budget. For all self-performed Work, the CMAR acknowledges and declares that the Agreement is sufficient to enable the CMAR to complete the Work as shown in the Agreement or, if not specifically shown, to perform the activities that may be reasonably inferred as necessary for completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Agreement

2.1.6.6 The CMAR shall provide subcontractors with applicable portions of the Project Manual emphasizing their respective responsibilities for performance and the relationships of their Work with respect to other subcontractors and Suppliers. The CMAR shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall GMP schedule. The schedule shall include all phases of the construction Work, material supplies, long lead procurement, Architect Approval of shop drawings, Agreement Modifications in progress, and schedules for Agreement Modifications,. The CMAR shall review each Subcontractor's construction schedule and conformance with applicable documents to ensure that established completion dates will comply with overall GMP schedule requirements. The CMAR shall review the progress of construction of each Subcontractor, evaluate the percentage completion and compare actual progress to schedule, and determine and implement alternative courses of action that may be necessary to achieve timely and complete contract compliance by the Subcontractor.

The CMAR shall determine the effect on schedules of requested time extensions and require recovery schedules from subcontractors as needed.

2.1.6.7 The CMAR shall be responsible and accountable for the quality control of the Work including quality control testing and inspection. The CMAR shall review and supervise the Work of all subcontractors, safety and security plans, reviewing construction means, methods, techniques, sequences and procedures, shop drawings, and providing instructions to each when their Work does not conform to the requirements of the Construction Documents for the GMP. The CMAR shall continue to exert its influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. The CMAR shall receive copies of all claims or reports from the Owner relative to the performance or acceptability of the Work. Should disagreement occur between the CMAR and either the Owner or the Architect over acceptability of the Work and its conformance with the requirements of the Construction Documents of the GMP, the Owner and or Architect shall be the final judge of performance and acceptability, and noncompliant Work shall be corrected accordingly. The Owner may employ an independent firm for verification testing of the quality control testing. The CMAR will exercise reasonable care and diligence in discovering and promptly reporting to Owner any defects or deficiencies in the Work.

2.1.6.8 The CMAR shall be the single point of interface with all of its Subcontractors and Suppliers, and there is no requirement that Owner or any of its agents or representatives, including the Architect, interface with such subcontractors and Suppliers. The CMAR shall negotiate all Subcontractor Change Orders, and other subcontract modifications with the affected subcontractors. The CMAR shall review the costs of all proposed Subcontract Change Orders and advise the Owner and Architect of their validity, basis for entitlement and reasonableness, acting in the Owner's best interest prior to requesting Owner and Architect Approval of each Subcontract Change Order from the Owner. Before any Work commences on any Subcontract Change Order, Owner and Architect Approval of the Subcontract Change Order is required. However, when health and safety are threatened, the CMAR shall act immediately to remove the threat to health and safety, seeking input from the Owner and Architect if reasonably possible. The CMAR shall also carefully review all shop drawings, submittals and samples and then, if acceptable, transmit them to the Architect. The Architect will transmit them back to the CMAR who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The CMAR shall maintain a document control system to promote expeditious handling. The CMAR shall forward to the Architect all requests for the interpretations of the plans or specifications requested by the subcontractors via submission of a Request for Information form (as provided in the Project Procedures Manual). The CMAR shall maintain a document control/correspondence log system to promote expeditious handling of all submittals and Requests for Information. The CMAR shall advise the Owner and Architect when timely response is not occurring on any of the above.

2.1.6.9 REQUIRED SUBCONTRACT PROVISIONS. In addition to subcontract provisions required in other parts of this Agreement, CMAR shall include in its contracts with subcontractors in connection with the Work the following:

1. Subcontractual Relations. By an appropriate written agreement, the CMAR shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CMAR and to assume toward the CMAR all the obligations and responsibilities assumed by the CMAR in the Agreement. Said Subcontractor agreements shall preserve and protect the rights of the Owner and Architect under the Agreement with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. The Subcontractor agreements shall also require the Subcontractor to assume toward the Owner all obligations and responsibility that the Subcontractor has to the CMAR in the event the Agreement is terminated and the Owner desires to assume the subcontract. Where appropriate, the CMAR shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

2. The CMAR shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Agreement to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed subcontract that may be at variance with the Agreement. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

2.1.6.10 Subcontract Requirements.

1. All subcontracts shall provide:

a. Limitation of remedy - no damages for delay - The Subcontractor's exclusive remedy for damages for delays in the performance of the subcontract caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or Architect and including claims based on breach of contract or negligence, shall be limited to an extension of the scheduled construction time and actual direct costs allowed by Section 8.2; provided, however, the only delays that will result in a time extension are those that extend the Critical Path of the GMP schedule included in the GMP, unless amendments thereto have been approved by the Owner.

b. In the event of a change in the Work the Subcontractor's claim for adjustments in the subcontract sum are limited exclusively to its actual costs for such changes plus no more than 15% for overhead and profit and bond costs if the Work is self-performed by the Subcontractor.

For all other Work, adjustments in the subcontract sum will be no more than 5% for overhead and profit and bond costs.

c. Each subcontract shall require the Subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the subcontract price, damages, losses or additional compensation.

d. Each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to CMAR within the time and in the manner in which the CMAR must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

e. Each subcontract shall include an acknowledgement by each Subcontractor and Supplier that the payment bond provided by CMAR pursuant to this Agreement is a substitute for the right to claim a lien on any portion of the Project, and that any claims for nonpayment shall be made against the bond.

f. Such other provisions as set forth in the Agreement to be included in subcontracts.

2. RESPONSIBILITIES FOR ACTS AND OMISSIONS. The CMAR shall be responsible to the Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the CMAR.

3. COPY OF SUBCONTRACTS. The CMAR shall provide, upon request, a copy of each subcontract, including the general and supplementary conditions, to the Owner.

2.1.7 LONG LEAD TIME ITEMS

The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and shall recommend to the Owner and the Architect a schedule for procurement of long lead time items, which shall constitute part of the Work as required to meet the Project schedule. When each item is identified, the CMAR shall notify the Owner of the required procurement and schedule. Such information shall be included in the bid documents and be made a part of all affected subcontracts. As soon as the Architect has completed plans and technical specifications and the CMAR has obtained approval, the CMAR shall arrange for procurement of such long-lead items, subject to prior Owner Approval. The CMAR shall keep informed of the progress of the respective subcontractors or Suppliers, manufacturing or fabricating such items and advise the Owner, of any problems or prospective delay in delivery

Procurement of long lead time items shall be subject to competitive bidding practices as described at Subparagraph 2.1.6 herein. If such long lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long lead time items.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1 When the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

2.2.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds, and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

2.2.4.1 A list of the Drawings and Specifications, including all addenda thereto, and the Conditions of the Contract that were used in preparation of the Guaranteed Maximum Price proposal.

2.2.4.2 A list of allowances and a statement of their basis.

2.2.4.3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.

2.2.4.4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingencies, and other items and the fee that comprise the Guaranteed Maximum Price.

A GMP may include an agreed upon sum as the Construction Contingency. The Owner and CMAR may determine and agree based on the risk in a particular GMP that a special CMAR contingency line item should be included for use related to this particular risk. The Contingency shall be utilized to compensate for the increased Cost of the Project incurred by the CMAR because of Unforeseen Circumstances relating to construction under a GMP, which resulted in an unavoidable increase in costs. Charges to the CMAR's Contingency shall not become due and payable until full documentation is presented to the Owner that demonstrates to the satisfaction of the Owner, through written Owner Approval, that the charges are proper and in compliance with the Agreement

2.2.4.5 An acknowledgment that the proposed Guaranteed Maximum Price is based on a **Substantial Completion Date of TBD, and a Final Completion Date of TBD.**

2.2.5 The Construction Manager shall meet with the Owner and the Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or the Architect discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

2.2.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Owner.

2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1 of this Agreement. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed upon assumptions and clarifications contained in Amendment No. 1 of this Agreement. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the

Owner, Architect, and Construction Manager. The Construction Manager shall promptly notify the Architect and the Owner if such revised Drawings and Specifications are inconsistent with the agreed upon assumptions and clarifications.

2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes that are enacted at the time the Guaranteed Maximum Price is established.

2.2.11 Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

2.2.12 LIQUIDATED DAMAGES. In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City One Hundred Dollars (\$100.00), (_____contractors initials) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty.

2.2.13 Time is of the essence in the performance of this Agreement and all GMPs hereunder. The parties acknowledge that the terms of this Agreement and all GMPs have been negotiated based upon the orderly and continuous progress of the services through completion of the Program.

2.2.14 The GMP Proposal shall include a GMP schedule and a GMP Substantial Completion Date, a GMP Final Completion Date and an Owner occupancy date, if different from the above, and may include other mandatory milestone dates for tenant finish-out construction or for completion of the GMP. The CMAR agrees to complete the construction in accordance with the GMP schedule that is included with the approved GMP.

2.2.15 The CMAR acknowledges that failure to complete a GMP within the GMP schedule and the dates set forth in the GMP, or as modified by a GMP Modification, may result in substantial damages to the Owner, for which the CMAR shall be fully liable. The liquidated damages to be assessed for late completion will be set forth in the GMP. If the Owner, in its sole discretion, determines that liquidated damages are due, the amount of liquidated damages shall be subtracted from any remaining retainage on the application for payment. If there is insufficient

retainage to compensate the Owner for the liquidated damages, the CMAR and its Surety shall pay to the Owner the amount due within ten (10) business days of receiving written notification of the shortage. Failure to make the required payment to the Owner will result in the Owner's enforcement of its right to receive the payment in any manner allowed by law and CMAR may be prohibited from bidding on future projects with the Owner as a result. The CMAR's Contingency shall not be used to pay for liquidated damages.

2.2.16 PROGRESS OF THE WORK. The CMAR shall cooperate with the Owner in order to maintain the progress of the Work in accordance with the GMP schedule, or as modified by a GMP Modification. If the Owner determines that the CMAR is failing to maintain the progress of the Work, through no fault of the Owner, the CMAR must, within seventy-two (72) hours of written request of the Owner, submit a written response detailing the CMAR's plan of action to recover lost time in order to maintain the progress of the Work in accordance with the accepted schedule. In such event, the CMAR shall comply with the Owner's written orders to take whatever steps are necessary to recover lost time and maintain the progress of the Work. These steps may include, but are not limited to, re-sequencing the Work activities, increasing the number of shifts, workforce, supervision, work days, overtime operations, equipment resources, or expediting delivery of materials or equipment. Regardless of the manner in which the schedule is recovered, the CMAR shall not be entitled to additional compensation for actions that relate to the recovery of the schedule.

2.2.17 In addition to other remedies available to the Owner, if the CMAR fails to maintain the progress of the Work in accordance with the schedules set forth in the GMP, or as modified by an Agreement Modification, the Owner may, upon seven (7) business days written notice to the CMAR and its Surety, order the CMAR to suspend or cease all or a portion of the Work and the Owner may prosecute the Work at Surety's and CMAR's expense.

2.3 CONSTRUCTION PHASE

2.3.1 The CMAR shall provide, as part of CMAR's construction phase general conditions services, Jobsite administrative functions during construction to assure proper supervision, coordination and documentation of the Work, including but not limited to such things as the following:

1. **Supervision of Work.** Provide full-time representation at the Jobsite to become familiar in detail with the progress and quality of the Work completed, to determine in detail if the Work is proceeding in accordance with all the requirements of the Agreement, to ensure compliance with the Plans and Specifications for the Program and GMP, coordination with other work, and to ensure compliance with all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees.

2. **Daily Logs.** Maintain a log of daily activities for the Program and GMP including, at a minimum, the following information in a bound log: the day, date, weather conditions and how any weather condition affected the progress of the Work; time of commencement of Work for the day; the Work being performed; material, labor, personnel, equipment and subcontractors at the Jobsite; visitors to the Jobsite including representatives of Owner and Architect; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. The log and database shall be available to the Owner, the Architect, and the inspectors upon request.
3. **Project Rosters.** Provide to the Owner and maintain at the Jobsite, a roster of companies on the Project with names and telephone numbers of key personnel, and provide a means of identifying workers on site in accordance with the approved security plan.
4. **Job Meetings.** Hold weekly progress and coordination meetings with the Owners to provide for an easy flowing Project and orderly progress of the Work, including implementation of procedures, and to assure timely submittals and expeditious processing of approvals and return of shop drawings, samples, etc. The CMAR shall advise the Owner of required participation in any meeting or inspection, giving each approximately one week's notice, unless such notice is made impossible by conditions beyond the CMAR's control. .
5. **Project Team Meetings.** The CMAR, Owner, and Architect shall meet regularly as the progress of the GMP requires, but in no case less than every two weeks, to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two weeks.
6. **Shop Drawing Submittals and Approvals.** Work with the Architect to establish and implement procedures for expediting and processing all shop drawings, samples, submittals and detail plans/drawings, and other documents, maximizing the use of electronic plan media to the greatest extent possible for submittal and transmittal to the Architect of such plans for action, and closely monitor their submittal and approval process. The CMAR shall be responsible for the initial review and appropriate circulation of submittals. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CMAR represents that it has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Agreement.
7. **Material and Equipment Expediting.** Closely monitor material and equipment deliveries, critically important checking and follow-up procedures on Supplier commitments of all subcontractors.

8. Payments to subcontractors. Review and process invoices from subcontractors and Suppliers and comply with the payment requirements set forth in Article 4.
9. Document Interpretation. Refer all questions for interpretation of the documents prepared by the Architect to the Owner.
10. Reports and Jobsite Documents. Record the progress of the Program and GMP as required by this Agreement or as directed by the Owner. Submit written progress reports to the Owner including information on the Subcontractor's Work, and the percentage of completion. Keep a daily log available to the Owner and the permitting authority inspectors.
11. Subcontractors' Punch List. Prepare periodic Punch lists for each Subcontractor's Work including unsatisfactory or incomplete items and schedules for their completion.
12. Signage. Arrange for all appropriate signage necessary for identification, direction, or control for safety and maintenance of traffic. The layout, need and location of all signage must be approved by the Owner, and the signage shall be prepared by a professional sign maker.
13. Printing. Arrange for the printing and distribution of all required bidding documents and shop drawings, including the sets required by any permitting authority's inspectors.
14. Cleaning. Cause the subcontractors to keep the premises where the Work is underway reasonably free from accumulations of waste material or rubbish. Upon GMP Substantial Completion of portions of the Work, the CMAR shall cause the appropriate subcontractors to remove all rubbish, tools, scaffolding and surplus materials from and about the premises and leave such Work area clean and ready for occupancy.
15. Protection of Property. Take all reasonable precautions for the safety of, and monitor the subcontractors for reasonable protection to prevent damage, injury or loss to all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CMAR or a Subcontractor, and other property at the site or adjacent thereto, including walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The CMAR shall cause all subcontractors and other agents of CMAR to protect Owner's property from loss or injury that may arise in connection with the Work. The CMAR shall, at its cost, provide proper climate control as required to construct the GMP and protect finished Work until the Substantial Completion date.

16. Agreement Modification Administration. Prepare proposed Agreement Modifications in conjunction with the Owner regarding revised plans or sketches as prepared by the Architect for items of extra Work or changes of scope (as required), and review each requested change in the Work or directed extra Work to compare with the prices quoted by the subcontractors. With Owner Approval, conduct negotiations with Subcontractors and develop subcontract modifications to incorporate the changes or extra Work into the subcontracts and process each contract modification through the respective Subcontractor and submit for Owner Approval prior to any Work being performed. The CMAR shall evaluate the scope of Subcontractor's proposal with respect to the proposed contract modifications and substitutions proposed by the Subcontractor and make recommendations to Owner. Owner shall have the option to reject proposed contract modifications and substitutions and the Architect shall coordinate the revision of the Plans and Specifications accordingly. Any Work performed under a proposed contract modification without prior Owner Approval shall be subject to removal and replacement at the CMAR's cost. The CMAR shall have no authority to authorize changes in the Agreement of any kind or to modify any deadlines for completion of Work.

17. Administration of Claims. The CMAR shall evaluate and administer claims from subcontractors and Suppliers as to their validity under the terms of the subcontracts. Upon being advised of any proposed contract modification, the CMAR shall submit to the Owner the estimated cost of, or savings attributable to, such contract modification, the estimated impact thereof on the GMP Schedule and a detailed statement regarding entitlement. No contract modification shall be effective until the CMAR receives approvals in writing from Owner. Upon Owner Approval and execution by the applicable subcontractors, such contract modification shall become a part of the Agreement, and the CMAR shall promptly cause the performance of the Work so changed to proceed. In the event a contract modification necessitates a change in a GMP Schedule, such schedule and any associated costs shall be changed by a reasonable amount. Agreement on any Agreement modification shall constitute a final settlement on all items covered therein, subject to performance thereof and payment therefore.

18. Subcontractor/Suppliers Disputes. Resolve, in consultation with the Owner, all disputes that may arise with or between subcontractors and/or material Suppliers as a result of the construction.

19. Substitution of Material. If a Subcontractor recommends or proposes substitution of material or other changes in the Work from the material or Work specified in the Construction Documents after bids and/or proposals for that Work have been received, evaluated and awarded, the CMAR shall evaluate such proposal and make a recommendation to the Architect and Owner. After Owner and Architect Approval, the CMAR shall process an Agreement Modification.

20. Substantial Completion. Comply with the GMP Substantial Completion requirements.

21. As-Built Plans and Drawings. Upon completion of the Work, the CMAR shall provide as-built structural drawings. The CMAR shall require all subcontractors to record on their field sets of plans the exact locations, as installed, of all conduit, pipe and duct lines, whether concealed or exposed that were not installed exactly as shown on the plans. The CMAR shall also record all plan revisions that have been authorized by Agreement Modification that affect wall or partition locations, door and window locations and other template changes. Accurate dimensional locations for all items shall be recorded. The exact routing of conduit runs and underground utilities shall be shown on these plans. Each plan shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the Work. Where the Work was installed exactly as shown on the plans, the sheets shall not be disturbed except as noted above.

22. The Owner reserves the right to disapprove any person proposed, and the CMAR shall offer substitutes therefor. It is expressly understood that failure of the Owner to disapprove a person does not confer Owner Approval of such person. At any time, the Owner has the reasonable right to request removal and replacement of any CMAR's personnel. Once in place, the CMAR shall not change any person filling a position listed in the organizational charts without the prior consent of the Owner unless the Owner requests it or unless the person is leaving the employee of the CMAR.

2.3.1.1 PROGRAM and GMP CLOSEOUT. In addition to any other Work to be performed during the construction phase, as requested by Owner, or as set forth in the Project Procedures Manual, the CMAR shall perform the following Program and GMP close-out services:

2.3.1.2 CLEANING UP. The CMAR, on a daily basis, shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Agreement. At the completion of the Work, the CMAR shall remove from and about the Jobsite waste materials, rubbish, the tools, construction equipment, machinery and surplus materials caused by operations under the Agreement. The CMAR shall not dispose of debris or waste material on the Owner's property or in waste containers (dumpsters) leased by the Owner without prior Owner Approval. If the CMAR fails to keep the site clean as provided in the Agreement, then, following the Owner's 48 hour written notice to the CMAR, the Owner may take appropriate action to clean the site and charge such costs to the CMAR.

2.3.3.3 GENERAL

The Construction Phase shall commence on the earlier of (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to

Proceed, or (2) the Owner's first authorization to the Construction Manager to (a) award a subcontract, or (b) issue a purchase order for materials or equipment required for the Work.

2.3.2 ADMINISTRATION

2.3.2.1 The Work shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. In accordance with Utah Code Annotated §§ 11-39-101 to -107 and the Park City Contracting and Purchasing Policy, the Construction Manager shall obtain bids, and, after analyzing such bids, shall deliver such bids to the Owner and the Architect. The Construction Manager may offer a competitive bid for any portion of the Work in the same manner and form as any other Subcontractor or supplier in accordance with subsection 2.1.6.12 above.

2.3.2.2 If the Guaranteed Maximum Price has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Subparagraphs 6.1.8 and 6.1.9, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager, and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

2.3.2.5 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

2.3.2.6 As-Built Plans and Drawings. The CMAR shall review the completed as-built plans and ascertain that all data furnished on the plans are accurate and truly represent the Work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines,

inverts, etc. are involved as part of the Work, the CMAR shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the institution or for the Project

2.4 PROFESSIONAL SERVICES

The Construction Manager shall not be required to provide professional services that constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work, or unless the Construction Manager has specifically agreed in writing to provide such services. In such event, the Construction Manager shall cause such services to be performed by appropriately licensed professionals.

2.5 UNSAFE MATERIALS

In addition to the provisions of Paragraph 10.1 of AIA Document A201, as amended, if reasonable precautions shall be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager, upon recognizing the condition, shall immediately stop Work in the affected area and report the condition to the Owner and the Architect in writing. The Owner, Construction Manager, and Architect shall then proceed in the same manner described in Subparagraph 10.1.2 of AIA Document A201, as amended. The Owner shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager and the Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance, or who are to perform the task of removal or safe containment of such material or substance. The Construction Manager and the Architect shall promptly reply to the Owner, in writing, stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager and the Architect have no reasonable objection.

2.6 INSPECTION AND TESTING.

All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the inspecting agency timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated

persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

2.7 WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

2.7.1 Warranties from Others. The CMAR shall secure, assemble and deliver to the Owner all required guarantees and warranties, affidavits, releases, bonds and waivers, manuals, record plans, and maintenance books to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation, including any specific written warranties given by third parties, before submitting the final application for payment. All warranties shall commence upon the Substantial Completion Date of the applicable GMP, unless the warranted Work is not completed or has been rejected, in which case the warranty for the Work shall commence on the completion or acceptance of the Work. The CMAR shall ensure that the warranties are properly issued directly to the Owner as the original purchaser warrantee, executed by the warrantor and that any conditions to warranty coverage, such as close-out inspections, be timely addressed and completed. Any breach of the warranties will be a breach of this Agreement.

2.7.2 CMAR Warranty. The CMAR warrants that all materials and equipment will be new except where indicated otherwise in the Agreement, and that all Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Plans and Specifications and will give proper and continuous service under all conditions of service required by, specified in, or that may be reasonably inferred from the Agreement. With respect to the same Work, the CMAR further agrees to correct all Work found by the Owner to be defective in material and workmanship or not in conformance with the Plans and Specifications for a period of one year from the Substantial Completion Date or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications, as well as any damage to the Work resulting from defective designated or shop drawing design actually performed by the CMAR, materials, equipment, or workmanship that develop during construction or during the Warranty Period. In addition, the CMAR shall

conduct, jointly with the Owner and the Architect, a warranty inspection within twelve (12) months after the date of Owner Occupancy. If required by the Owner, the CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in the Work.

2.7.3 Any repair or replacements done under this Warranty shall comply with the requirements of the Agreement, and shall be verified by the performance of CMAR testing as Owner may require. All costs incidental to such repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne by CMAR. CMAR warrants such repaired or replaced Work against defective designated or shop drawing design, materials, and workmanship for a period of twelve (12) months from and after the Substantial Completion Date or twelve (12) months from the time of such repair or replacement, whichever occurs latest. The CMAR only has redesign responsibility for shop drawings and other CMAR-initiated designs. Should CMAR fail to promptly make the necessary redesign, repair, replacement, and tests, Owner may perform or cause to be performed the same at CMAR's expense. CMAR shall reimburse the expense incurred by Owner for such remedial Work within thirty (30) calendar days from the date of receipt of Owner's invoice therefore. CMAR shall be liable for the satisfaction and full performance of the warranties as set forth herein.

2.7.4 The CMAR acknowledges and understands that the Warranty hereunder is not an exclusive remedy and that the Owner may avail itself of any and all remedies afforded it under this Agreement and applicable law. The CMAR further acknowledges that the Warranty period is not a limitation of liability or a limitation on the period of liability for any other remedy allowed by law.

2.8 SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

2.9 SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program that sets forth the Owner's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 The owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include costs that are the responsibility of the Owner.

3.1.3 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS, AND REPORTS.

The Owner shall furnish the following with reasonable promptness and at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings, and tests described in Subparagraphs 3.1.3.1 through 3.1.3.5 of this Agreement, except to the extent that the Construction Manager knows of any inaccuracy.

3.1.3.1 Reports, surveys, drawings, and tests concerning the conditions of the site which are required by law.

3.1.3.2 Surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and necessary data pertaining to existing buildings, other improvements, and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.1.3.3 The services of geotechnical engineers, when such services are requested by the Construction Manager. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.3.4 Structural, mechanical, chemical, air, and water pollution tests; tests for hazardous materials; and other laboratory and environmental tests, inspections, and reports that are required by law.

3.1.3.5 The services of other consultants, when such services are reasonably required by the scope of the Project and requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE

Except as otherwise provided herein, Owner shall designate, in writing, a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The representative shall have the authority to make decisions in behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously so as to avoid unreasonable delay in the services or Work of the Construction Manager. The Owner may change the representative at any time by designating such change in writing.

The Parties hereby acknowledge and agree that pursuant to Park City Contracting and Purchasing Policies, accumulated Change Orders which would overall increase the Guaranteed Maximum Price by more than ten percent (10%) cannot be approved by Owner's designated representative and require express approval by the City Council of Park City. Time necessary to obtain such approval[s] from the City Council shall not be considered unreasonable delay in the services or Work of the Construction Manager.

3.3 ARCHITECT

The Owner has retained an Architect to provide the Basic Services, including normal structural, mechanical, and electrical engineering services, described in the Services Provider Agreement between Park City and Method Studios, INC. The Owner shall authorize and cause the Architect to provide those Additional Services described in the Architect Agreement requested by the Construction Manager that must necessarily be provided by the Architect for the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect, and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect. The Architect will provide design documents to the Construction Manager at the various phases of design in a mutually determined format.

ARTICLE 4

COMPENSATION FOR CONSTRUCTION SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

4.1 COMPENSATION

4.1.1 For the Construction Manager's performance of the Work as described in Paragraph 2.3 of this Agreement, the Owner shall pay the Construction Manager, in current funds, the Contract Sum consisting of the Cost of the Work as defined in Article 5 of this Agreement and the Construction Manager's Fee determined as follows:

Preconstruction Services Fee:	\$ 12,000
Construction Fee:	4% of the Cost of the Work

4.2 GUARANTEED MAXIMUM PRICE

The sum of the Cost of the Work and the Construction Manager's Fee is guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1 of this Agreement, subject to additions and deductions by approved changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work and subsequent amendments to the GMP, is referred to in the Contract Documents as the "Guaranteed Maximum Price." Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

4.3 CHANGES IN THE WORK/ CHANGE ORDERS

4.3.1 FOR CMAR CHANGE ORDER REQUEST (COR): A COR shall be utilized by the CMAR to formally present any request for monetary, time, or contractual adjustment to the Agreement or a GMP. The COR shall provide justification for entitlement to the change and shall be substantiated in accordance with Section 4.3

4.3.2 CMAR CHANGE ORDER: A CMAR Change Order shall be utilized to formalize modifications to the Agreement or the GMP that are agreed to by the Owner and CMAR. A CMAR Change Order cannot extend the GMP schedule or change the total GMP price. All changes to the Agreement time or GMP price must be made through a GMP Amendment.

4.3.3. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

4.4 CONSTRUCTION CHANGE DIRECTIVES

4.4.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may, by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

4.4.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

4.4.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** As provided in Subparagraph 7.3.7.

4.4.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.4.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4.4.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

4.4.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, The Owner and the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work

attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Clause 7.3.3.3, the Construction Manager shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 4.4.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and compensation insurance;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Construction Manager or others;
- .4 Costs of premiums for all bonds and insurance; permit fees; and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

4.4.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

4.4.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

4.4.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

ARTICLE 5

COST OF THE WORK FOR CONSTRUCTION PHASE

5.1 COSTS TO BE REIMBURSED

The term “Cost of the Work” shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project, except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 5.

5.1.2 LABOR COSTS

5.1.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s agreement. The reimbursable staff and salary structure shall be in accordance with Construction Manager’s General Conditions estimate to be included as part of Amendment No. 1 of this Agreement.

5.1.2.2 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops, or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and approved in advance in writing by Owner.

5.1.2.3 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 5.1.2.1 through 5.1.2.3.

5.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

5.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

5.1.4.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

5.1.4.2 Costs of materials described in the preceding Subparagraph 5.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work, or, at the Owner’s option, shall be sold by the Construction Manager. Amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

5.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

5.1.5.1 Costs, including transportation, installation, maintenance, dismantling, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

5.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling, and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. In no event shall the rental value of Construction Manager's owned equipment be more than seventy five percent (75%) of the rates established in the current edition of *Rental Rate Blue Book* TM.

5.1.5.3 Costs of removal of debris from the site.

5.1.5.4 Reproduction costs; costs of telegrams, facsimile transmissions, and long-distance telephone calls; postage and express delivery charges; telephone service at the site; and reasonable petty cash expenses of the site office.

5.1.5.5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

5.1.6 MISCELLANEOUS COSTS

5.1.6.1 That portion directly attributable to this Contract of premiums for insurance and bonds. Insurance shall be billed at a fixed rate to be included as part of Amendment No. 1 of this Agreement.

5.1.6.2 Sales, use, or similar taxes imposed by a governmental authority, which are related to the Work and for which the Construction Manager is liable.

5.1.6.3 Fees and assessments for the building permit and other permits, licenses, and inspections for which the Construction Manager is required by the Contract Documents to pay.

5.1.6.4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work

5.1.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgments, and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price, and provided that such royalties, fees, and costs are not excluded by the last sentence of Subparagraph 3.17.1 of AIA Document A201, as amended, or other provisions of the Contract Documents.

5.1.6.6 Data processing costs at the project site related to the Work .

5.1.6.7 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

5.1.7 OTHER COSTS

Other costs incurred in the performance of the Work, if and to the extent approved in advance, in writing, by the Owner.

5.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

Costs incurred because of an emergency affecting the safety of persons and property to the extent they are reasonable and fully documented and supported by appropriate backup documentation, and are not caused by any act or failure to act by CMAR, its employees, agents, Subcontractors or Suppliers of any tier.

5.2 COSTS NOT TO BE REIMBURSED

5.2.1 The Cost of the Work shall not include:

5.2.1.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Subparagraphs 5.1 of this Agreement.

5.2.1.2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 5.1 of this Agreement.

5.2.1.3 Overhead and general expenses, except as may be expressly included in Paragraph 5.1 of this Agreement.

5.2.1.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

5.2.1.5 Rental costs of machinery and equipment, except as specifically provided in Subparagraph 5.1.5.2 of this Agreement.

5.2.1.6 Any costs because of the fault or negligence of the CMAR, its subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and correcting damage to property not forming part of the Work, or to failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

5.2.1.7 Except as provided in Subparagraph 5.1.7. of this Agreement, any cost not specifically and expressly described in Paragraph 5.1 of this Agreement.

5.2.1.8 Costs which would cause the Guaranteed Maximum Price to be exceeded.

5.3 DISCOUNTS, REBATES, AND REFUNDS

5.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner, if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

5.3.2 Amounts which accrue to the Owner in accordance with the provisions of Subparagraph 5.3.1 of this Agreement shall be credited to the Owner as a deduction from the Cost of the Work.

5.3.3 All penalties incurred because of the fault of the CMAR or its subcontractors for late payment of cost will be paid by the CMAR and will not be reimbursable as a Cost of the Project.

5.4 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed accounts, and shall exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project during normal business hours and upon providing reasonable notice, and the Construction Manager shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

ARTICLE 6 CONSTRUCTION PHASE

6.1 PROGRESS PAYMENTS

6.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

6.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

6.1.3 The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the GMP and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

6.1.4 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager and approved by the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single, separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule,

unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

6.1.5 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work that has actually been completed, or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

6.1.5.1 Upon request by the Owner, the CMAR shall submit waivers of lien/bond rights and other documentation from subcontractors and Suppliers to evidence the status of payments.

6.1.5.2 Applications for payment may not include requests for payment of amounts the CMAR does not intend to pay to a Subcontractor or material Supplier because of a dispute or other reason.

6.1.5.3 The failure to comply with the requirements of this Article may result in the withholding of approval of the application for payment until compliance is achieved.

6.1.5.4 Within fifteen (15) business days after the Architect's receipt of the application for payment, the Architect shall either (1) approve the application for payment by signing the application in the appropriate places, including obtaining the signature of the Owner in the appropriate place or (2) the Architect shall notify the CMAR in writing of reasons for withholding approval in whole or in part and the action necessary to make the application for payment acceptable.

6.1.5.5 The issuance of the certificate for payment by the Architect and the OWNER will constitute a representation by them to the Owner, based upon their observations at the Jobsite and the data comprising the application for payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The CMAR shall not rely upon these representations as the Owner's acceptance of the Work, since they are made for progress payment purposes only and are subject to an evaluation of the Work for conformance with the Agreement upon the GMP Substantial Completion; to results of subsequent tests and inspections; to minor deviations from the Agreement, correctable prior to completion; and to specific qualifications expressed by the Architect or the OWNER. The issuance of the certificate for payment is not a representation that the Architect or the OWNER have (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the

Work (2) reviewed construction means, methods, techniques, sequences or procedures (3) reviewed copies of requisitions received from Subcontractors and material Suppliers and other data requested by the Owner to substantiate the CMAR's right to payment or (4) made examination to ascertain how or for what purpose the CMAR has used money previously paid. The CMAR may not rely upon the certificate of payment as approval and acceptance of the Work reflected thereon.

6.1.5.6 The OWNER and/or Architect may withhold approval of an application for payment, in whole or in part, to the extent reasonably necessary to protect the Owner, if it cannot certify that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. In addition, notwithstanding anything to the contrary contained in the Agreement, the Owner may withhold any payment, if, and for so long as a good faith dispute exists, which may include the CMAR's failure to perform any of its obligations hereunder; the CMAR's default under the Agreement; or there is reasonable evidence indicating that the Work will not be completed within the GMP completion date(s), as may be adjusted by a GMP Amendment; and the unpaid balance would be insufficient to cover the anticipated liquidated damages; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the CMAR. In addition, if the Owner subsequently discovers that an application for payment was improperly paid, the Owner may withhold payment on any future applications for payment, in whole or in part, to the extent necessary to recover the funds improperly paid. If the Owner determines that the reasons for withholding payment no longer exist, the Owner will so notify the CMAR and will make payment for the amount of the holdback within fifteen (15) business days.

6.1.5.7 Upon notification that an application for payment is not approved, the CMAR and the OWNER shall conduct discussions to determine whether a revised application for payment can be agreed upon. If no agreement is reached within ten (10) business days after notification, the OWNER or Owner will adjust the original application for payment to delete the disputed amounts and will then approve payment for the undisputed amount and send a copy of the adjusted application for payment to the CMAR. If an agreement can be reached on the disputed portions of the application within ten (10) business days, the CMAR will submit a revised and signed application for payment for the agreed amount, if any, to the Architect and Owner for approval. Payment will be made within ten (10) business days after the Owner's Approval of the revised application for payment.

6.1.5.8 The Owner's signature on the application for payment does not constitute approval and acceptance of the Work.

6.1.5.9 At all times during the processing of an application for payment, including resolution of any related disputes, the CMAR shall continue to expeditiously advance the Work.

6.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

6.1.6.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work, as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of AIA Document A201, as amended, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

6.1.6.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

6.1.6.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding subparagraphs bears to the GMP.

6.1.6.4 Subtract the aggregate of previous payments made by the Owner.

6.1.6.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Subparagraph 6.1.4 of this Agreement to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owners accountants in such documentation.

6.1.6.6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201, as amended.

6.1.7 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments, retention, and retention reduction or early release for subcontracts.

6.1.8 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment that have not been delivered and stored at the site.

6.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and shall not be deemed to represent that the Architect has made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Subparagraph 6.1.4 of this Agreement or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, shall be performed by the Owner's accountants acting in the sole interest of the Owner.

6.1.10 RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

6.1.11 No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents

6.1.12 Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

6.1.13 The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

6.1.14 Each application for payment shall be in a form approved by the architect and Owner, which form contains the following:

1. Supporting cost reports required under Section 2.3, which reflect each element of the GMP,
2. The amount of retainage in accordance with Section 11.5.

6.2 FINAL PAYMENT

6.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager, except for the Construction Manager's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of AIA Document A201, as amended, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect. Such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect's final Certificate for Payment.

6.2.2 The amount of the final payment shall be calculated as follows:

6.2.2.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

6.2.2.2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of AIA Document A201, as amended, or other provisions of the Contract Documents.

6.2.2.3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

6.2.3 The Owner shall review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's report to be

substantiated by the Construction Manager's final accounting, and provided the other conditions of Subparagraph 6.2.1 of this Agreement have been met, the Architect shall, within seven (7) days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment, with a copy to the Construction Manager, or notify the Construction Manager and the Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 9.5.1 of AIA Document A201, as amended. The time periods stated in this Paragraph 6.2 supersede those stated in Subparagraph 9.4.1 of AIA Document A201, as amended.

6.2.4 If subsequent to final payment and, at the Owner's request, the Construction Manager incurs costs described in Paragraph 5.1 and not excluded by Paragraph 5.2 of this Agreement (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

6.2.5 Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

ARTICLE 7

INSURANCE AND BONDS

7.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

The Construction Manager shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201, as amended, and as set forth below.

7.1.1 The Construction Manager shall maintain, and shall require all subcontractors and other entities or persons who perform work on the project to maintain, Workers' Compensation and Employers' Liability insurance meeting statutory limits mandated by Utah State law and federal law.

7.1.2 Commercial General Liability, including coverage for Premises-Operations, Independent Contractors' Protective, Products Completed Operations, Contractual Liability, Personal Injury,

and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground hazards and employer's practices), shall be purchased and maintained as follows:

\$ 2,000,000	Each Occurrence
\$ 4,000,000	General Aggregate
\$ 1,000,000	Personal and Advertising Injury
\$ 1,000,000	Products - Completed Operations Aggregate

Workers Compensation insurance limits written as follows:

Bodily Injury by Accident \$500,000 each accident;

Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit

Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage shall be maintained with a minimum limit of liability per occurrence of \$2 million.

7.1.2.1 The limits required in Subparagraph 7.1.2 (the "Policy") shall name Park City Municipal Corporation as additional insured on general liability and auto liability insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.. If, during any phase of the Project, the minimum General Aggregate of the Policy available to cover claims relative to the Project arising under this Agreement is decreased or is in any way compromised such that coverage for the Project, under the Policy is in any manner adversely affected, the following shall occur: (1) the Owner shall be notified within ten (10) days following the occurrence of the event or the receipt of the claim, whichever occurs first; (2) the Construction Manager shall provide alternate coverage, of a scope and nature consistent with the terms of this Agreement, subject to the approval of the Owner, within ten (10) days following the occurrence of the event or the receipt of the claim; and (3) should the Construction Manager fail to provide such alternate coverage within the prescribed time period, the Owner shall be entitled to procure alternate coverage and deduct the cost for such from any monies or payment then due, or in the future due, to the Construction Manager from the Owner.

7.1.2.2 Products and Completed Operations insurance shall be maintained for a minimum period of at least one (1) year either after ninety (90) days following Final Completion, or final payment, whichever is earlier.

7.1.3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations under Paragraph 3.18 of AIA Document A201, as amended.

7.1.4 During the Construction Phase of the Project, the Owner shall purchase and maintain property insurance, including waivers of subrogation, as set forth in Paragraph 11.2 of AIA Document A201, as amended.

7.1.5 The Contractor'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.

7.1.6 **HOLD HARMLESS INDEMNIFICATION.** The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

7.2 PERFORMANCE BOND AND PAYMENT BONDS

7.2.1 The Construction Manager shall provide performance and payment bonds equal to one hundred percent (100%) of the contract amounts. The bonds shall be in a form acceptable to the Owner. The bonds shall name the Owner as a third party obligee and shall be enforceable by the Owner, even if the Construction Manager's services are terminated pursuant to the provisions of this Contract.

7.2.2 The Construction Manager shall deliver the required bonds to the Owner at least seven (7) business days after approval of the GMP. Work shall not start without providing the bonds to the Owner.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 OTHER PROVISIONS

8.1.1 DEFINITIONS

Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the 2007 Edition of AIA Document A201, as amended, General Conditions of the Contract for Construction.

8.1.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and Construction Manager, and supersedes all prior negotiations, representations, or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

8.1.3 OWNERSHIP AND USE OF DOCUMENTS

The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Construction Manager, are for use solely with respect to this Project. They are not to be used by the Construction Manager, Subcontractors, Sub-subcontractors, or suppliers on other projects or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and the Architect. The Construction Manager, Subcontractors, Sub-subcontractors, and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to, and for use in, the execution of their Work under the Contract Documents.

8.1.4 GOVERNING LAW

The Contract shall be governed by the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof,

shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

8.1.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole, or any portion of the Contract, without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

8.1.6 Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

8.2 DISPUTES

Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable

8.2.1 CMAR and Subcontractor shall carry on its work and maintain its progress during any dispute, arbitration or legal proceedings.

8.2.2 Unless agreed to otherwise, a demand for mediation or arbitration of any disputed payment amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within the sixty (60)-day period shall result in the substantiated amount's, as reported by the Owner's accountants, becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

ARTICLE 9
TERMINATION OR SUSPENSION

**9.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED
MAXIMUM PRICE**

9.1.1 Prior to execution by both parties of Amendment No. 1 of this Agreement establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Subparagraph 14.1.1 of AIA Document A201, as amended.

9.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Paragraph 9.1, the Construction Manager shall be paid an amount calculated as follows:

9.1.2.1 Take the Cost of the Work incurred by the Construction Manager.

9.1.2.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate of percent (%).

9.1.2.3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental, at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Subparagraph 9.1.2.1 of this Agreement.

Subcontracts, purchase orders, and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 of this Agreement shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order, or rental agreement, except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order, or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order, or rental agreement, and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

9.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED

MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1 of this Agreement, the Contract may be terminated as provided in Article 14 of AIA Document A201, as amended.

9.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Subparagraph 14.1.2 of AIA Document A201, as amended, shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Subparagraph 9.1.2 of this Agreement.

9.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Subparagraph 14.1.2 of AIA Document A201, as amended, shall not exceed the amount the Construction Manager would be entitled to receive under Subparagraph 9.1.2 above.

9.3 SUSPENSION

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, as amended. In such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Subparagraph 14.3.2 of AIA Document A201, as amended, except that the term “cost of performance of the Contract” in that subparagraph shall be understood to mean the Cost of the Work, and the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Subparagraphs 4.1.1 of this Agreement.

ARTICLE 10 OTHER CONDITIONS AND SERVICES

10.1 CONSTRUCTION MANAGER DUTIES. The Construction Manager shall competitively bid each portion of the Work who were prequalified as described in Subparagraph 2.1.6 of this Agreement. The Construction Manager shall review each bid, and, shall obtain the Owner’s written approval before making an award for that item of Work. The Construction Manager shall enter into agreements with each successful subcontractor and supplier, using its standard subcontract and purchase order forms.

10.2 REPRESENTATIVE DESIGNATION. In accordance with Paragraph 3.2 of this Agreement, the Owner hereby designates Matt Twombly as its Representative.

10.3 UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property

that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

10.4 HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, material men, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. Sunday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

10.5. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Building Official or his designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Building Official or his designee.

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approval of a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

10.6 TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

10.7 NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

10.8 THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

10.9 SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

10.10 NOTICE For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the addresses listed on the first day of this Agreement to the attention of the Project Manager for Park City and to the Project Manager for Construction Manager.

THIS AGREEMENT entered into as of the day and year first written above.

OWNER:

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder

Approved as to form:

City Attorney

310 West Park Lane
Farmington, UT 84025

Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors or its bylaws, and he/she acknowledged to me that said corporation executed the same.

Notary Public

EXHIBIT "A"
AMENDMENT NO. 1
TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Paragraph 2.2 of the Standard Form of Agreement between Owner (Park City Municipal Corporation) and Construction Manager (_____), dated _____, 2019, for construction of the _____, the Owner and the Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below:

ARTICLE I
GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 5 of the Agreement and the Construction Manager's Fee as defined in Article 4 of the Agreement, is _____ Dollars (\$_____).

Included in the Guaranteed Maximum Price is the Construction Manager's fee of \$_____.

This Price is for the performance of the Work in accordance with the "Guaranteed Maximum Price Proposal" dated _____, 2018, from _____, and incorporated herein by this reference (the "GMP").

ARTICLE II
CONTRACT TIME

The Construction Manager acknowledges that the Substantial Completion Date is _____, and the Final Completion Date _____.

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

OWNER
ADDRESS

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2018, 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 _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a Utah corporation.

EXHIBIT “B”
PRECONSTRUCTION SCOPE OF SERVICES

1. Evaluation and Reviews

Immediately upon award of Pre-construction services contract, perform a review of the design development drawings, survey, geotechnical investigation, cost estimates and any current drawings or documents for constructability, document clarity and scope, impact of design on (1) means, methods, and practices (2) construction logistics, and (3) construction execution planning; correlate the design review with CM’s observations and investigations of the site; and provide PCMC and the architect with critical input and recommendations concerning the above.

As design documents are developed for design development and construction documents, perform ongoing design reviews of drawings and specifications and provide PCMC and the architect with recommendations on constructability, document clarity, and scope.

2. Value Management Assistance

Conduct value engineering process for both design development and construction documents; identify potential alternatives and processes that are cost effective or add value or decrease cost to the project; and consider alternative construction methods to promote historic value and increase the energy efficiency of the project.

3. Project Schedule

During the pre-construction services, develop with input from PCMC, the architect, and others, develop a preliminary schedule for construction that includes all preconstruction tasks and milestones as well as summary construction durations and activities; throughout the preconstruction phase revise, update, and track preconstruction activity; concurrently, develop the detailed construction phase schedule, including all procurement requirements, remaining design activities, construction phasing and detailed construction tasks; and through use of the project schedule, advise the team in identifying any long lead time items and oversee necessary procurement efforts. CM shall utilize scheduling software products. In coordination with the project team, the CM will need to look at phasing the construction in order to bid and procure key components and provide for early mobilization.

4. Cost Estimating

Construction Manager during pre-construction services will be required to provide independent cost estimates once at 30% completion, again at 60% completion,

and final cost estimates at approximately 90% complete construction documents. The CM will be required to establish and maintain a cost trend program, in a format satisfactory to PCMC, that accurately tracks changes in estimated cost prepared by the CM.

It is the intent to have the CM prepare a GMP at 100% construction documents or other mutually agreed design milestone.

5. Estimating Records

PCMC will require an estimate format, which will be regularly updated, documenting all aspects of the estimate including project scope, the basis for the estimate, exclusions and qualifications, allowance for contingencies and escalation. A PCMC approved code of accounts must be used. Quantity take-off's including calculation sheets, sketches, and marked up drawings must be organized for reference during the construction of the project. Unit costs must be fully documented with sub-contractor or vendor quotations for project elements, or substantiated historical figures, with any other pertinent information.

6. Budget Control

The CM shall provide a system of developing and managing the project construction budget from early design phase in pre-construction to the fixed contract amounts in the GMP. As construction begins, the CM shall integrate the preconstruction budgetary system into a comprehensive job cost tracking system acceptable to PCMC.

7. Procurement Plan

The CM shall develop, for PCMC review, a plan to obtain goods and services consistent with the scope, schedule, and budget of the project. The work shall be organized into logical divisions of trades to minimize the effects of multiple tier mark-ups and to maximize coordination efficiencies unless otherwise authorized in advance by PCMC. All procurement will be in accordance with the State of Utah and Park City Municipal Corporation policies and rules and procedures.

8. Sub-Contractor Pre-qualification

During the GMP preparations, the CM will be responsible to identify trade contractors and/or subcontractors and suppliers who are adequately qualified, suitable, and able to provide professional, quality construction services for the project. The CM shall submit a list of prospective bidders for PCMC review for the project.

9. Long Lead Items

During pre-construction, the CM will identify and develop a schedule for the procurement of long lead time items, if any, assist PCMC in the procurement of

long lead items, and monitor and expedite the delivery of such items on behalf of PCMC.

10. Bid Process Management

During the GMP preparations, the CM will work with the Design team to notify bidders, conduct pre-bid meetings, conduct site visits and/or walk-throughs, and receive trade contractor bids. Upon receipt of bids, the CM will analyze all bids to verify that bids are complete and that no unacceptable qualifications are made. The CM's bid analysis, together with the CM's recommendation for award, shall be reviewed with PCMC and the architect prior to award of trade contracts or purchase orders.

11. Guaranteed Maximum Price (GMP) Proposal

When the Drawings and Specifications are complete, the CM shall propose a GMP for the project to PCMC, which shall include the cost of the work, the CM's fee, general conditions, and any other project related costs.

12. Progress Reporting

During preconstruction, the CM will prepare and submit to PCMC and the architect a monthly progress report, in a form acceptable to PCMC. The report will address the status of design and construction schedule, identify outstanding issues, problems, delays, etc., and highlight cost and schedule trends.