



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
April 16, 2020**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, April 16, 2020.

ATTENTION:

This meeting will be an electronic meeting as permitted by Park City Open and Public Meeting Resolution 18-2020, adopted March 19, 2020. This meeting will not have an anchor location at City Hall and the Council Members will connect remotely. If you are interested in listening and/or giving public comment remotely, please go to www.parkcity.org

WORK SESSION

5:00 p.m. - Discuss Policy for Sale of Deed Restricted Properties
[Affordable Housing Waitlist Policy Staff Report](#)

5:15 p.m. - Quinn's Junction Park and Ride Update
[Quinn's Junction Park and Ride Staff Report](#)
[Exhibit A: Quinn's Junction Fatal Flaws Analysis](#)
[Exhibit B: Quinn's Park and Ride Evaluation](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Small Wireless Facilities
[Small Wireless Facilities Staff Report](#)
[Exhibit A: Design Standards](#)
[Exhibit B: Small Cell Examples](#)
2. COVID-19 Response
[COVID-19 Update](#)

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 March 19, 2020
[March 19, 2020 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Contracts for an Exclusive Beverage Agreement for the Ice Arena, Golf Course, PC MARC and City Park, in a Form Approved by the City Attorney, with Swire Coca-Cola with an Estimated Value for the City of \$134,410 over a Five-Year Term
[Exclusive Beverage Agreement Staff Report](#)
[Exhibit A: Exclusive Beverage Agreement](#)
2. Request to Approve the Placement of Donated Benches along the Bloods Lake Trail, in the City-Owned Bonanza Flat Open Space Parcel
[Bloods Lake Trail Bench Donations Staff Report](#)
[Exhibit A: Donation Application](#)
3. Request to Authorize the City Manager to Enter into a Concessionaire Agreement, in a Form Approved by the City Attorney, with Jans Ltd. dba "White Pine Touring", to Operate the Nordic Center at the Park City Municipal Corporation Golf Course and Provide Cross Country Grooming Services on City-Owned Property
[Golf Course Concessionaire Approval 2020 Staff Report](#)
[Exhibit A: 2020 Concessionaire Agreement](#)

VI. NEW BUSINESS

1. Consideration to Approve Ordinance 2020-19, an Ordinance Amending the Land Management Code of Park City, Utah, Chapter 15-5-5, Architectural Design Guidelines
(A) Public Hearing (B) Action
[Solar Energy Systems Code Amendments Staff Report](#)
[Exhibit A: Proposed Ordinance](#)
[Exhibit B: Ordinance 2018-27](#)
2. Consideration to Approve Ordinance No. 2020-20, an Ordinance Approving the 962 Woodside Avenue Plat Amendment Located at 962 Woodside Avenue and 968 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[962 Woodside Avenue Plat Amendment Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Current Plat](#)
[Exhibit C: Applicant's Project Intent](#)
[Exhibit D: Existing Conditions Survey](#)
[Exhibit E: Aerial Photograph](#)

Exhibit F: Site Photographs

3. Consideration to Approve Resolution 05-2020, a Resolution Authorizing the Reimbursement of Certain Capital Expenditures Including Acquisition, Construction and Completion of Improvements to the Water System of the City through Future Anticipated Water Revenue Bonds to be Issued by the City in the Current Fiscal Year as well as FY 2021, FY 2022, and FY 2023, along with the Authorization to Refund (Refinance) the Series 2009C and 2010 Bonds
(A) Public Hearing (B) Action
[Park City Water Revenue Bonds Staff Report](#)
[Exhibit A: \\$160 Million Water Revenue Bond Resolution of Authorization](#)
4. COVID-19 Capital Budget Impact Update
(A) Public Input
[COVID-19 Financial Impacts Staff Report](#)
[Exhibit A: Deferred Capital Projects for FY20](#)

VII. 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 16, 2020

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

5:00 p.m. - Discuss Policy for Sale of Deed Restricted Properties

Suggested Action:

Attachments:

[Affordable Housing Waitlist Policy Staff Report](#)

City Council Staff Report

Subject: Re-sale of Deed Restricted Units
Author: Rhoda Stauffer & Jason Glidden, Affordable Housing Program
Department: Community Development
Date: April 16, 2020
Type of Item: Administrative

Recommendation:

Utilize the existing affordable housing waitlist to identify qualified buyers for all future sales, including re-sales, of deed-restricted affordable housing units that the City controls. In addition, make a policy determination about transferring deed restricted housing to a family member or child.

Executive Summary

As the inventory of deed restricted housing units continues to increase, re-sale opportunities have also increased. In the past, staff brought units to City Council to consider its first-right-of-refusal. If Council declined, the owner was free/required to identify a potential buyer on their own (Housing staff would still qualify and vet the interested buyer to ensure compliance with deed restrictions). There are several shortcomings with this process, including placing the re-sale burden on an affordable unit owner, as well as a lack of a clear and predictable public process.

On June 20, 2019, Park City created a housing waitlist selection process for the first time to help sell the affordable units at the Woodside Park, Phase 1 housing development. This process was widely disseminated and publicized throughout the community, culminating in a waitlist of over 200 applicants seeking affordable housing in Park City. The June 20, 2019 staff report is [linked here](#), explaining the process by which the prioritized waitlist was created.

Background:

The City has right-of-first-refusal on the re-sale of deed restricted units. In most cases, the City has utilized this option to update outdated deed restrictions, or to add units to the City's own inventory of employee housing. The City now uses a process of updating deed restrictions through the use of a straw sale, which no longer requires the City to purchase the unit, and reduces any potential lack of occupancy as a result of paperwork and timing.

In the past, when the City did not exercise its option, the seller was responsible for marketing and identifying a qualified buyer. In about 50% of affordable unit sales, the seller requests assistance from Housing staff to find a qualified buyer.

Today, staff has created a process that utilizes the established waitlist that supports Council's priorities for selection. A description of how to qualify for the City's housing program, details about the selection process, and how the waitlist will be utilized, are posted on the City's [housing website](#). Staff is preparing a new page that publishes waitlist numbers. To protect privacy, pre-applicants will be assigned an identification number so they can log on and determine their position on the waitlist. Staff will maintain the waitlist by contacting each person on an annual basis to request updates to their information, including whether they are still in need of housing.

In addition, staff recommends allowing owners, on a case-by-case basis and with prior approval from the City, to sell their unit to a family member. We recommend limiting this allowance to immediate family members over the age of 18 who also meet the qualifications of the program.

Going forward, staff proposes the following process for selling affordable housing units:

1. Seller notifies the City of intent to sell in writing;
2. Staff notifies finance department with a profile of the unit (original sale price, sale date and qualified capital improvements) and requests a calculation of the Maximum Sale Price;
3. Staff inspects the unit to verify its physical condition meets standards and qualifies to receive the Maximum Sale Price;
4. Council makes a determination on their first-right-of-refusal;
5. If Council does not exercise their option, they will assign their option to the next qualified pre-applicant on the waitlist (if seller requests to sell to a qualified family member, the waitlist won't be used);
6. Staff connects qualified applicant with the seller to conduct walk-through;
7. Staff provides a letter to the title agent confirming buyer is qualified and stating the Maximum Sale Price; and
8. When necessary, staff drafts straw sale documents to ensure deed restrictions are updated prior to closing.

Funding

Funding will be used from the Affordable Housing program of the General Fund to cover the existing contract with the third party contractor which includes maintenance of the waitlist and identification of qualified buyers for future sales, including resales. The cost to review an application is \$62.50. The cost for each resale will depend on how many waitlist applicants need to be reviewed before a qualified buyer can be matched to a unit.

Recommendation

Staff recommends utilizing the existing affordable housing waitlist to identify qualified buyers for all future sales, including re-sales, of deed restricted housing units, and allowing qualified family members to purchase units prior to waitlist activation.

Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: Alexis Verson

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

5:15 p.m. - Quinn's Junction Park and Ride Update

Suggested Action:

Attachments:

[Quinn's Junction Park and Ride Staff Report](#)

[Exhibit A: Quinn's Junction Fatal Flaws Analysis](#)

[Exhibit B: Quinn's Park and Ride Evaluation](#)

City Council Staff Report

Subject: Quinn's Junction Park and Ride Update
Author: Alexis Verson, Senior Transportation Planner
Department: Transportation Planning
Date: April 16, 2020
Type of Item: Informational – Work Session

Overview

On February 27, 2020, City Council requested an update regarding the future Quinn's Junction Park and Ride planning project. Council desired a recap of the initial policy direction (what constraints were used, funding, and a summary of the planning, design, and analytical work conducted to date). Staff is aware that Vision2020 calls for Bold Transportation Solutions moving forward, and Council may desire to revisit several of their previous transportation policy directives as a result.

Several factors were utilized as the initial justification to pursue the project:

- Park and Ride facilities at gateway corridors were identified by Summit County and Park City as one of several regional transportation strategies for the Transportation Sales Tax (TST) initiative.
- Summit County pursued a facility at the SR 224 gateway (Ecker Hill Park and Ride) and Park City was tasked with a facility at the SR 248 gateway (Quinn's area).
- Staff was directed to locate parcels with limited land acquisition costs that could accommodate a quick build scenario (limited planning and design, development costs, and timeframe).
- Staff pursued two UDOT parcels adjacent to the I-40 – SR248 interchange (only require a lease agreement and no purchase price), and the existing Richardson Flat Park and Ride.

Project Background

The background of the Quinn's Park and Ride project:

- In [November 9, 2017](#), staff presented a programmatic update to City Council that included local and regionally significant transportation projects. The park and ride improvements on SR-248 were included and supported in this update.
- On May 24th, 2018, staff issued an RFP for the park and ride site evaluation and design and posted in all of the usual outlets.
- On [February 25, 2019](#), Council approved the contract with AECOM to begin the analysis and design work on a facility at that junction.
- On [August 29, 2019](#), staff provided a staff communications on the progress of this project, including the [Fatal Flaws Analysis](#) (also **Attachment A**) results, and intent to pursue the current Frontage Road parcel at Quinn's Junction.
- On [October 2, 2020](#), staff presented to Summit County Council on the Fatal Flaws Analysis and next steps.
- As of February 2020, the project was nearing 60% design.

- On February 27, 2020, Council requested an update on the project to revisit the goals and utility associated with a park and ride facility in this area.



Funding

Funding for the fatal flaws analysis, design work, and construction management comes from the Transportation Sales Tax (TST) initiative. PCMC was awarded \$405,000 in 2018 for US40 – SR248 Park and Ride intercept lot. The remaining funding, \$13,945, comes from the Transit Fund, approved in the FY2018 City Manager Budget.

As of February 20, 2020, Park City has paid \$121,405.96 to AECOM for analysis and design.

In addition and importantly, Park City was awarded \$2.4M from the Federal Transit Authority (FTA) through UDOT to construct the facility at this location. **Staff must appropriate the funds by July 2020 from UDOT to ensure the funding does not lapse.** Staff has confirmed with FTA that if the location of the facility changes, as long as it is in the same area, we will likely remain eligible to receive the funding but will be required to submit site plans, and other important documentation this summer.

Ensuring a Successful Project

Several factors are required for any park and ride to be successful:

- Fast and frequent transit service on the SR 248 corridor into town
- In-town parking pricing that deters vehicle trips into the core
- Easy and visible access to the park and ride facility

Transportation Planning Staff is working closely with UDOT to implement a near-term solution for transit priority on SR 248. Because the project identified in UDOT's Environmental Analysis (a consistent 5 lane cross section) was not widely supported by

Council and the Community, Staff and UDOT can make some short term solutions work instead. UDOT will resurface SR 248 in 2021, and plan to restripe the corridor to accommodate a shoulder running bus lane on the north side (westbound/inbound) from the proposed park and ride facility to Bonanza Dr. similar to what is currently seen on SR 224.

Considerations for Discussion

- At project inception, Council prioritized land and facility costs, ability to deliver a usable facility within a short time period, and proximity to a SR248.
- A park and ride facility at this node will be best utilized if served by frequent transit with a dedicated corridor to avoid SR248 congestion during peak periods.
- Staff also felt an analysis of the existing Richardson Flat facility was warranted to determine if any cost savings could be achieved by retrofitting it (the Fatal Flaws Analysis determined that was not possible)
- Based on the parameters at the time, three parcels were selected for analysis.
- If new parameters were chosen with less constraint, understandably new solutions might be recommended.
- The facility currently being designed will cost between \$2.8M to \$3.6M
- Transit currently services the Quinn's Junction area regularly with the Red line; changes and additions to service will be considered when a new park and ride facility is constructed.
- If additional site/parcel analysis and design is desired, a contract amendment or change order will be required.

Attachments

- A **Fatal Flaws Analysis**
- B **Park and Ride Analysis Memo**

Project name:
Quinn's Junction

From:
AECOM

Date:
August 7, 2019

To:
Julia Collins
Park City, UT

CC:
AECOM

Technical Memo

Memo

Subject: Site Evaluation for Park and Ride Facilities

Introduction

In the fall of 2016 Summit County voters overwhelmingly approved raising the current sales tax rate to generate revenue for transportation-related improvements. A portion of the approved funding is to address remote parking at multiple sites and has been determined to be part of the multimodal connectivity solutions to reduce congestion through 2040. Quinn's Junction was one of the sites identified and is the subject of this memo.

AECOM has been contracted by Park City, in partnership with UDOT and Summit County, to analyze and recommend a preferred site based off three parcel sites for a park and ride facility in the Quinn's Junction area. The Quinn's Junction Park & Ride is part of Park City's overall transportation demand management strategy and will provide connections both locally and regionally. Park and ride facilities reduce vehicle miles travelled and related traffic impacts during peak days and peak hours. The City's park and ride strategy is part of a regional transportation strategy with Summit County and adopted in Transportation Demand Management (TDM) plans. The project development team consists of individuals from Park City, Summit County, UDOT, and AECOM.

Purpose

The purpose of this memo is to provide information, document the analysis, and recommend the most viable option for a park and ride facility in the vicinity of US-40 and SR-248 that meets Park City, UDOT, and Summit County's goals. The goals include safety, accessibility, aesthetics, sustainability, and regional bus service. User groups that the park and ride may serve include providing parking for current bus services, potential future regional bus service, ride hailing, and carpooling into Park City for commuters, employees, access for recreationalists using the rail trail, event attendees, and general visitors.

As part of the evaluation the team identified and reviewed three potential sites, the Frontage Road (Old Highway 40) parcel, a UDOT detention basin parcel and an existing park and ride site, Richardson Flat Parking Lot; See site map figure 1 below. Each site was reviewed for opportunities and constraints such as, connectivity to Park City transit systems and nearby trails; bike/pedestrian movements, traffic circulation and flow for automobiles and buses; site conditions including environmental resources such as wetlands, surface water drainage, groundwater, mine waste impact restrictions due to CERCLA requirements, geotechnical conditions, visual impacts, historic resources and required permits, and mitigation.

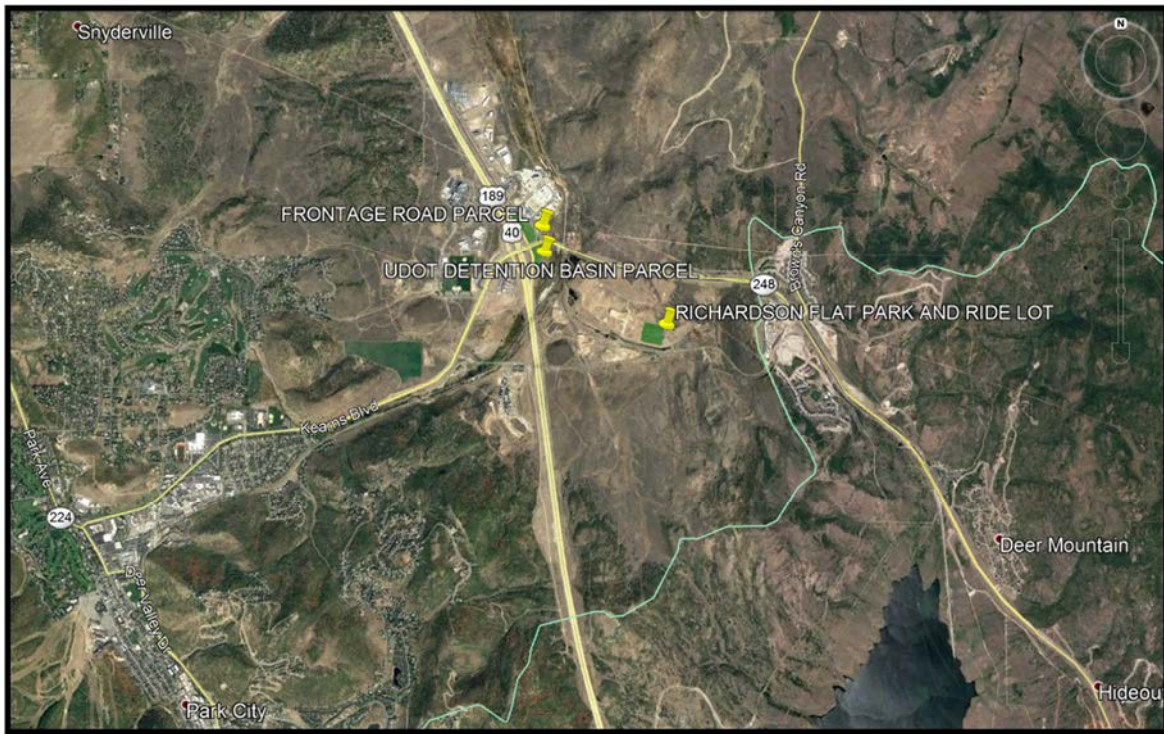


Figure 1- Site Map – (Source: Google Earth)

Performance Criteria Matrix

A stakeholders meeting was held with staff representatives from Summit County, UDOT, and Park City on May 20th, 2019 to discuss the goals and opportunities for the three parcels and work through a Performance Criteria Matrix exercise. The goal of the matrix was to assess a variety of conditions as they pertain to each site and the importance of each criterion based on local and regional transportation goals. Once the matrix exercise was complete it was used to analyze the three sites. The result of the matrix ranked and prioritized safety and security as the top priority, followed by accessibility/visibility (wayfinding) and connectivity (trail, road, transit) as second and third priorities, respectively. See Appendix A for the results of the Performance Criteria Matrix.

Analysis of three potential sites

Option 1: Frontage Road (Old Highway 40) Site

The Frontage Road (Old Highway 40) site is situated east of US Highway 40 and north of SR-248. The site is on a bluff and is accessible from Old Highway 40 from the east; see Figure 2 below. The site contains vegetation such as sagebrush and cheatgrass. An above ground powerline and buried fiber conduit run along the east and south side of the lot. It is anticipated that the lot could support approximately 500 stalls.



Figure 2 - Frontage Road (Old Highway 40) Site - (Source: Google Earth)

A conceptual site plan was developed showing access points, trail options, and updates to roadways surrounding the site; see Appendix C for Frontage Road (Old Highway 40) Site Layout.

The Frontage Road (Old Highway 40) site was reviewed for the following considerations:

- Safety and security at this location is ideal. The area is visible from US-40 and old Highway 40. However, the proposed lot would be situated on a bluff and likely will not be as visible from SR-248.
- Accessibility and wayfinding at this location is the best of all sites. It provides visual access from US-40. Users travelling on US-40 northbound and southbound will access the lot via Quinn's Junction Interchange. Increased traffic may impact queuing onto SR-248 and may require lane configuration changes.
- Connectivity to the Rail Trail would likely parallel Old Highway 40 and SR-248. A 5' wide sidewalk currently runs parallel to SR-248 however for trail connection, an increased width would be required. A trail would also be needed along Old Highway 40 where there is no current sidewalk. A signal may be needed in the future to facilitate ped/bike movements across Old Highway 40 as traffic volumes increase. The Kamas Commuter, line 11 operated by Park City, runs on SR-248 and would have easy access to the proposed lot. A proposed bus turnaround hammerhead north of the parking lot will allow the buses to turn around at the end-of-line without navigating through the parking lot and not have to deviate far from the existing route. With the parking lot being parallel to Old Highway 40, there are many opportunities for vehicular access.

UDOT has future intersection improvements planned for US-40 and SR-248 that may impact the site. If UDOT were to expand the lanes on the onramp from SR-248 the size of the parking lot may be impacted. If the configuration of the interchange is moved or altered, Old Highway 40 could be realigned as it reconnects to SR-248; this would be beneficial to the site as it would allow additional area for development.

Option 2: Richardson Flat Site

The Richardson Flat site is situated along Richardson Flat Road. Currently there is an existing park and ride lot with approximately 750 stalls; see figure 3 below. Accessing the site is not direct and requires users from US-40 to access the site by SR-248 (Kerns Boulevard) and then to Richardson Flat Road. An option to increase usability would be to construct a new roadway from SR-248 south to the site. If this option is chosen it would be challenged with conditions such as environmental, wetlands, groundwater, and a Comprehensive Environmental Response Compensation and Liability Act (CERCLA) boundary mitigation. Since the site is located within the Park City's Soil Ordinance Boundary, any disturbed soil failing Toxicity Characteristic Leaching Procedure (TCLP) testing thresholds will likely be hauled to a waste services company.



Figure 3 - Richardson Flat Park and Ride Lot- (Source: Google Earth)

A conceptual site plan was developed showing access points, trail options, connections, and updates to roadways surrounding the site; see Appendix C for the Richardson Flat Site Layout.

The Richardson Flat Park and Ride Lot was reviewed for the following considerations:

- Safety and security at this site is the worst of all three. Due to the isolation from major thoroughfares, there is greater opportunity for criminal activity. Although cameras are currently located around the lot, the isolation and visibility from major roadways makes this site unappealing for most users.
- Accessibility for users to the parking lot off Richardson Flat Road is not convenient. Users have two options to get to the site. The first option is to bypass the site along SR-248 to Jordanelle Parkway and then back track west via Richardson Flat Road. Second option is using Kearns Blvd (SR-248) and then turning east on Richardson Flat Road. Both access options are not direct and require the user to navigate a lengthy route to the site. Currently there are no way-finding signs to direct the users.

Direct access to the lot could be accomplished by creating a new interchange at Highway 40 and Richardson Flat road. UDOT would not likely approve a new interchange so close to the existing interchange at SR-248. If the new interchange was built, users would use it as a shorter route to access Park City.

A direct connection to SR-248 would reduce the travel distance from the US-40 interchange. To facilitate this new connection, a new road would be required and would be constructed through contaminated soils and wetlands. The

proposed roadway would run east from the current lot winding up the hill to the north and ultimately connect into SR-248. This would require deceleration, acceleration, and turning lanes on SR-248 to facilitate the new traffic movements.

To construct the roadway, environmental constraints would require a significant amount of time to resolve. Wetlands and contaminated soils surround the site, making expansion of the lot challenging due to the regulatory hurdles.

- Connectivity is not ideal. Regular transit currently does not serve the site; this would require an additional loop. An existing decommissioned railroad spur (Phoston) runs northwest to ultimately connect to The Rail Trail; this connection is lengthy and requires improvements. To accommodate bike riders and pedestrians travelling into Park City, Richardson Flat Road would require improvements. However, the underpass at US-40 would require widening due to it being too narrow.

Option 3: UDOT Detention Basin Site

The UDOT Detention Basin site is situated east of US Highway 40 and south of SR-248; see Figure 4 below. The site has the least amount of available acreage of all the sites that have been analyzed. The site contains an above ground wet detention basin and is surrounded by vegetation such as cheatgrass and sagebrush. It is anticipated that the lot could support a low number of stalls because of the small size and irregular shape.



Figure 4 - UDOT Detention Basin Site- (Source: Google Earth)

The UDOT Detention Basin Site was reviewed for the following considerations:

- Safety and security at this location is good; it is visible from US-40 and SR-248 but does not have commercial buildings nearby to provide additional eyes on the lot.
- Accessibility for this site is possible with a connection at the intersection of SR-248 and Old Highway 40, likely requiring a traffic signal. This intersection would not be ideal as it is too close to the existing interchange. Close proximity to the on/off ramp intersection is problematic and may require a relocation of the proposed intersection to the east. Access is reliant on UDOT's approval of relocating the NA line.
- Connectivity to the Rail Trail would be along the southern side of SR-248 and would require a trail south of the existing sidewalk. This proposed trail is situated so users do not have to cross any roadway intersections to get to the trail. Connectivity is ideal at this location.

A Bus pullout along SR-248 would not be possible. Bus service would require internal routing thus reducing parking volume and other amenities.

UDOT has future plans to increase traffic capacity by adding an additional lane within the northbound off ramp from Highway 40 to SR-248. This could reduce the amount of available land within the parcel. The parcel is bounded by wetlands to the east and south also constraining lot size and configuration. Future interchange improvements may affect the availability of this parcel.

The likelihood of using this ground for a park and ride is highly unlikely due to the close proximity of the driveway to the proposed lot to the existing US-40 interchange.

Site Evaluation Matrix

A group exercise involving The City and Summit County ranked each of the stakeholders' categories from the Performance Criteria Matrix on a scale of Baseline, Elevated, and Top Priority for each of the three potential sites. The result of the Performance Criteria Matrix ranked Connectivity (Trail, road, transit), safety and security, and Accessibility and visibility (wayfinding) as the top priorities and were assigned a 2 multiplier. The elevated priorities were utility access, sustainability, and aesthetics (architecture, landscaping, gateway, way finding, welcome center). That priority section was assigned a 1.5 multiplier. The baseline priorities from the Performance Criteria Matrix were cost, size (parking stall count); environmental impacts and public (perception/acceptance) were assigned a 1 multiplier.

After evaluating the three sites based on technical criteria, professional judgement and ranking them, Richardson Flat received **17.5 points**, UDOT Detention Basin Parcel received **34 points**, and Frontage Road Parcel (Old Highway 40) received **41 points**; See Table 1 – Site Evaluation Matrix below for the results.

Note: Rank: Good = 3 points, Fair = 2 points, Poor = 1 Point *Weighted Points Multiplier is derived from the Performance Criteria Matrix; Top Priorities receive a double multiplier; Medium Priorities receive a 1.5 multiplier and low Priorities get a 1.0 multiplier (no change)			QUINN'S JUNCTION SITE EVALUATION MATRIX					
			Richardson Flat Park and Ride		UDOT Detention Basin Parcel		Frontage Road Parcel (Old Highway 40)	
Results from the Performance Criteria Matrix	Performance Criteria Matrix Categories	Weighted* Points Multiplier	Rank	(Weighted Points Multiplier) * (Rank Points)	Rank	(Weighted Points Multiplier) * (Rank Points)	Rank	(Weighted Points Multiplier) * (Rank Points)
TOP PRIORITY	Connectivity (trail, road, transit)	2	Poor	2	Good	6	Good	6
	Safety and Security	2	Poor	2	Fair	4	Good	6
	Accessibility and visibility (wayfinding)	2	Poor	2	Good	6	Good	6
ELEVATED PRIORITY	Utility access (amenities)	1.5	Poor	1.5	Fair	3	Fair	3
	Sustainability	1.5	Poor	1.5	Good	4.5	Good	4.5
	Aesthetics (architecture, landscaping, gateway, way finding, welcome center)	1.5	Poor	1.5	Good	4.5	Good	4.5
BASELINE PRIORITY	Cost	1	Fair	2	NA	0	Good	3
	Size (parking stall count)	1	Good	3	Poor	1	Fair	2
	Environmental Impacts	1	Poor	1	Fair	2	Good	3
	Public (perception/acceptance)	1	Poor	1	Good	3	Good	3
Total Score				17.5		34		41

Table 1 - Site Evaluation Matrix

Fatal Flaws Analysis

A fatal flaws analysis was performed to evaluate the viability of each of the three sites. The analysis reviewed multiple variables including utility access, topography, availability of land, environmental and potential land use. In addition, the three top priorities from the Performance Criteria Matrix; safety and security, accessibility/visibility (wayfinding) and connectivity (trail, road, transit) were considered top priorities. As the fatal flaw exercise progressed it became evident the likelihood of obtaining the UDOT detention basin parcel as a future lot was not possible due to access, future plans for the intersection at SR-248 and the on/off ramps of Highway 40, environmental perimeter constraints, and lot size. It was determined by the City to cease furthering the consideration of the UDOT Detention Basin Parcel. See Appendix B for the Fatal Flaws Analysis.

Cost

Although cost was considered a baseline priority in the Performance Criteria Matrix the team created an opinion of probable cost for two of the three sites. A conceptual design was not created for the UDOT detention basin parcel thus cost could not be accurately accounted. The Frontage Road Parcel – 5 acre option was deemed to be the most cost effective option. Due to various environmental challenges and proposed roadway to access the Richardson Flat site it was determined to be the most expensive site to develop. See Appendix D for the Conceptual Cost Estimates.

Recommendation

After gathering stakeholder input for the Performance Matrix, producing the Site Evaluation Matrix, and generating a Fatal Flaws Analysis, the project team recommends **Option 1 – Frontage Road Parcel (Old Highway 40)** as the preferred site. The Frontage Road Parcel (Old Highway 40) excelled in all 3 performance matrix categories, Safety and Security, Accessibility and Wayfinding, and Connectivity. Although deemed not top priority criteria; Sustainability, Aesthetics (architecture, landscaping, gateway, way finding, welcome center), Cost, Environmental impacts and Public (perception/acceptance) all scored good for this site.

Appendix A – Performance Criteria Matrix

PERFORMANCE CRITERIA MATRIX											Quinn's Jct.	
											TOTAL	%
Cost	A	B	C	D	A	F	G	H	I	J	1.0	2.2
Size (parking stall count)	B	C	D	C	F	G	H	I	J		1.0	2.2
Environmental Impacts		C	D	E	F	G	H	I	J		3.0	6.7
Connectivity (trail, road, transit)			D	D	F	G	D	D	D		7.0	15.6
Public (perception/acceptance)				E	F	G	H	I	J		1.0	2.2
Safety and Security					F	F	F	F	F		9.0	20.0
Accessibility and visibility (wayfinding)						G	G	G	G		8.0	17.8
Utility access (amenities)							H	I	J		4.0	8.9
Sustainability (meet Regional goals)								I	I		6.0	13.3
Aesthetics (architecture, landscaping, gateway, way finding, welcome center)									J		5.0	11.1
Total											45.0	100

Appendix B – Fatal Flaws Analysis

Frontage Road (Old Highway 40) Parcel Fatal Flaws



- Safety and security at this location is ideal. The area is visible from US-40 and old Highway 40. However, the proposed lot would be situated on a bluff and likely won't be as visible from SR-248.
- Accessibility and wayfinding at this location is the best of all sites. It provides visual Access from US-40. Users travelling on US-40 north and south bound will access the lot via Quinn's Junction Interchange. Increased traffic may impact queuing onto SR-248 and may require lane configuration changes.
- Connectivity to the Rail Trail would likely parallel Old Highway 40 and SR-248. A 5' wide sidewalk currently runs parallel to SR-248 however for trail connection an increased width would be required. A signal may be needed in the future to facilitate ped/bike movements across Old Highway 40 as traffic volumes increase.
- Existing utilities on the site include power and communication. The site access may be restricted by utilities and could require relocation as the design progresses.

- The topography along the perimeter of the site is steep. The current conceptual layout of the site does not encroach into the steeper areas. Costs could escalate if the lot is to be built farther south since extensive grading and retaining walls would be required.
- UDOT has future intersection improvements planned for US-40 that may impact the site. If UDOT were to expand the lanes on the onramp from SR-248 the size of the parking lot may be impacted. In addition, if the configuration of the interchange is moved or altered drastically, Old Highway 40 could be realigned as it reconnects to SR-248; this would be beneficial to the site as it would allow additional area for development. At this time we do not have setbacks determined from UDOT for the onramp for US-40.

Richardson Flat Park n Ride Fatal Flaws



- Safety and Security at this site is the worst of all three. Due to the isolation from major thoroughfares there is greater opportunity for criminal activity. Although cameras are currently dotted around the lot, the isolation from major roadways and visibility makes this site unappealing for most users.
- Accessibility for users to the parking lot off Richardson Flat Road is not convenient. Users have two options to get to the site. The first option is to bypass the site along SR-248 to Jordanelle Parkway and then back track west via Richardson Flat Road. Second option is using Kearns Blvd via SR-248. Both access options are not direct and require the user to navigate a lengthy route to the site. Currently there are no way-finding signs to direct the users.

Direct access to the lot could be accomplished by creating a new interchange at Highway 40 and Richardson Flat road. UDOT would not approve a new interchange so close to the existing interchange at SR-248. If the new interchange was built users would use it as a shorter route to access Park City.

Connecting to SR-248 would be beneficial. To facilitate this new connection a new road would be required and would pass through contaminated soils and wetlands. The proposed roadway would run east from the current lot winding up the hill to the north and ultimately tie into SR-248. This would require deceleration, acceleration, and turning lanes to facilitate the new traffic movements.

To construct the roadway, environmental constraints would require a significant amount of time to resolve. The current land owner (United Park City Mines Co.) has proven to be difficult to work with in the past. Wetlands and contaminated soils surround the site thus making expansion of the lot challenging due to the regulatory hurdles.

- Connectivity is not ideal. Regular transit currently does not serve the site; this would require an additional loop. An existing railroad spur (Phoston) runs northwest to ultimately connect to The Rail Trail; this connection is lengthy and requires improvements. To accommodate users into Park City, Richardson Flat Road would require improvements for a more direct route.
- Water and sewer utilities are currently not available at the site or within close proximity. To provide restroom amenities, utilities would need to be provided at the site or alternative methods (i.e. well and latrine pit) could be utilized incurring increased maintenance.

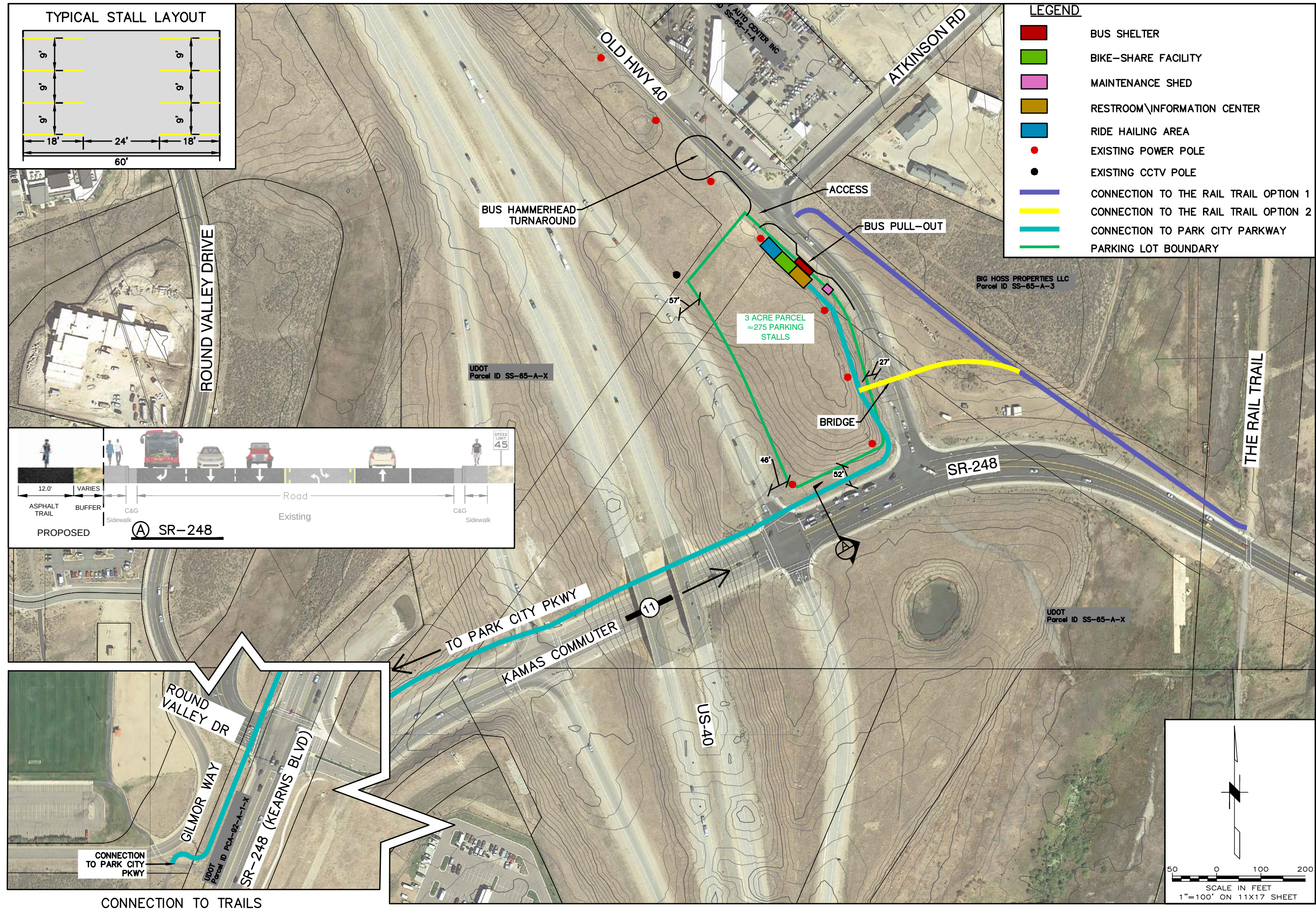
UDOT Detention Basin Parcel Fatal Flaws

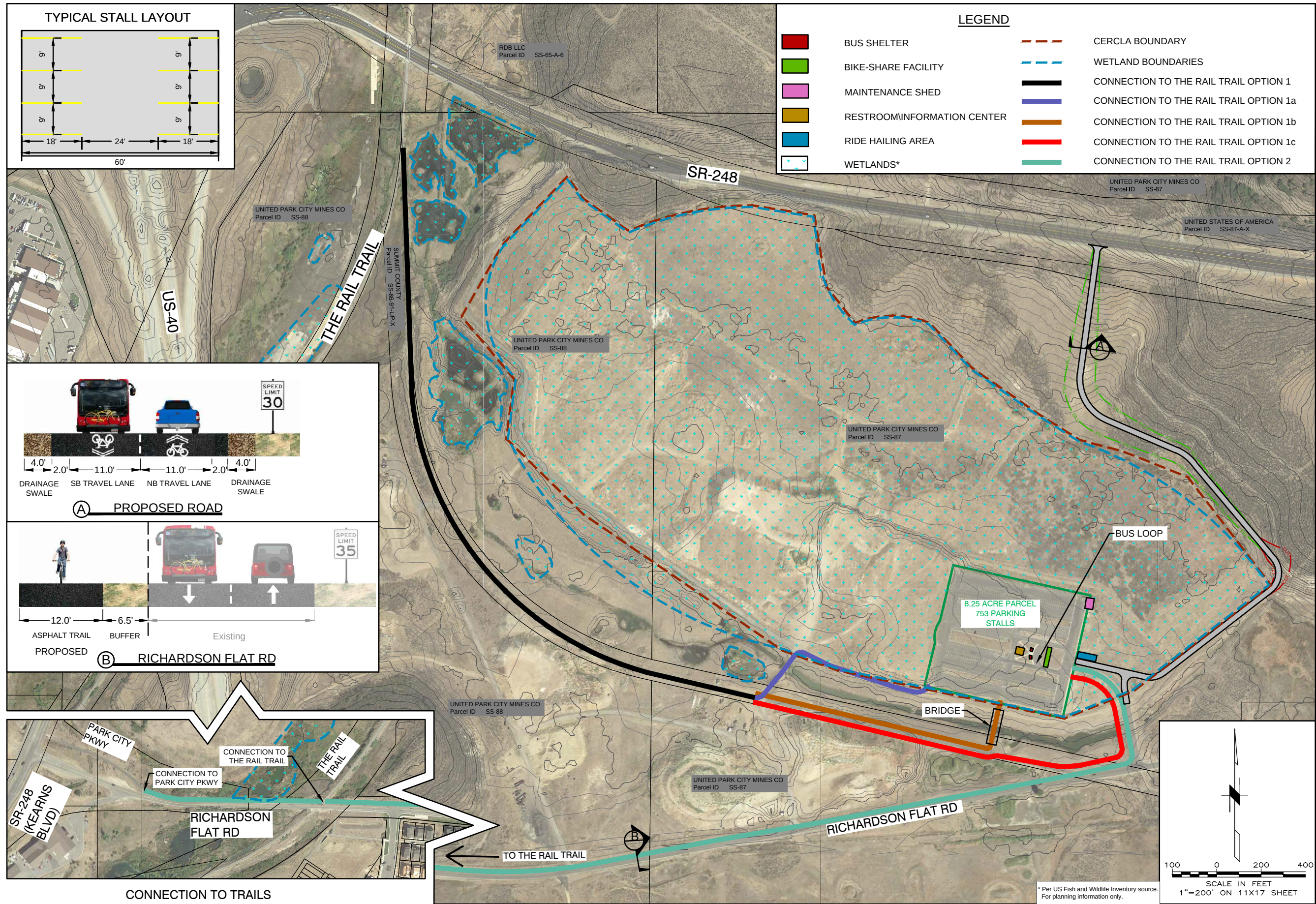


- Safety and security at this location is good. The area is visible from US-40 and SR-248.
- Accessibility for this site is possible with a connection at the intersection of SR-248 and Old Highway 40 likely requiring a traffic signal. This intersection would not be ideal as it is too close to the existing interchange. Close proximity to the on/off ramp intersection is problematic and may require a relocation of the proposed intersection to the east. Access is reliant on UDOT's approval of breaking the NA line.
- Connectivity to the rail trail would be along the southern side of SR-248 and would require a trail south of the existing sidewalk. This proposed trail is situated so users do not have to cross any roadway intersections to get to the trail. Connectivity is ideal at this location. Bus pullout along SR-248 would likely not be possible. Bus service would require internal routing thus reducing parking volume and other amenities.
- The UDOT detention basin could be re-configured to underground storage. This type of facility incurs long term maintenance and access issues. Alternatively the detention basin could be moved, relocation is unlikely due to a lack of a viable parcel.

- UDOT has future plans to increase traffic capacity by adding an additional lane within the northbound off ramp from Highway 40 to SR-248. This could reduce the amount of available land within the parcel. The parcel is bounded by wetlands to the east also constraining lot size and configuration. Future interchange improvements may affect the availability of this parcel.

Appendix C – Site Layouts





Appendix D – Conceptual Cost Estimate

**Quinn's Jct. Park and Ride
Conceptual Cost Estimate
Frontage Road Parcel - 3 Acres**

Description	Quantity	Unit	Unit Price	Total
Mobilization	1	Lump	6.0%	\$ 83,000.00
Traffic Control	1	Lump	2.0%	\$ 28,000.00
Landscaping	1	Lump	\$ 30,000.00	\$ 30,000.00
Parking Lot	141,000	sq ft	\$ 4.75	\$ 669,750.00
Trail Option 1 Connection to The Rail Trail	1,300	lf	\$ 38.00	\$ 49,400.00
Trail Connection to Park City Parkway	3,200	lf	\$ 38.00	\$ 121,600.00
Old Highway 40 Improvements	1	Lump	\$ 95,000.00	\$ 95,000.00
Bus Hammerhead Turnaround	1	Lump	\$ 66,000.00	\$ 66,000.00
Utilities	-	-	-	-
- Water	1,300	lf	\$ 60.00	\$ 78,000.00
- Sewer	700	lf	\$ 70.00	\$ 49,000.00
Bike-Share Facility	1	Lump	\$ 50,000.00	\$ 50,000.00
Bus Shelter	1	Lump	\$ 20,000.00	\$ 20,000.00
Restroom/Information Center	1	Lump	\$ 100,000.00	\$ 100,000.00
Maintenance Shed	1	Lump	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 1,449,750.00
Items Not Estimated* (30%)				\$ 434,925.00
CONSTRUCTION SUBTOTAL				\$ 1,885,000.00
12% CONTINGENCY				\$ 226,200.00
TOTAL PROJECT COST				\$ 2,112,000.00
Bridge with Trail Option 2 Connection to the Rail Trail	1	Lump	\$ 800,000.00	\$ 800,000.00
TOTAL PROJECT COST WITH OPTION				\$ 2,912,000.00

**Quinn's Jct. Park and Ride
Conceptual Cost Estimate
Frontage Road Parcel - 5 Acres**

Description	Quantity	Unit	Unit Price	Total
Mobilization	1	Lump	6.0%	\$ 154,000.00
Traffic Control	1	Lump	2.0%	\$ 52,000.00
Landscaping	1	Lump	\$ 50,000.00	\$ 50,000.00
Parking Lot	224,000	sq ft	\$ 4.75	\$ 1,064,000.00
Trail Option 1 Connection to The Rail Trail	1,300	lf	\$ 38.00	\$ 49,400.00
Trail Connection to Park City Parkway	3,200	lf	\$ 38.00	\$ 121,600.00
Old Highway 40 Improvements	1	Lump	\$ 95,000.00	\$ 95,000.00
Bus Hammerhead Turnaround	1	Lump	\$ 66,000.00	\$ 66,000.00
Utilities	-	-	-	-
- Water	1,300	lf	\$ 60.00	\$ 78,000.00
- Sewer	700	lf	\$ 70.00	\$ 49,000.00
Bike-Share Facility	1	Lump	\$ 50,000.00	\$ 50,000.00
Bus Shelter	1	Lump	\$ 20,000.00	\$ 20,000.00
Restroom/Information Center	1	Lump	\$ 100,000.00	\$ 100,000.00
Maintenance Shed	1	Lump	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 1,959,000.00
Items Not Estimated* (30%)				\$ 587,700.00
CONSTRUCTION SUBTOTAL				\$ 2,547,000.00
12% CONTINGENCY				\$ 305,640.00
TOTAL PROJECT COST				\$ 2,853,000.00
Bridge with Trail Option 2 Connection to the Rail Trail	1	Lump	\$ 800,000.00	\$ 800,000.00
TOTAL PROJECT COST WITH OPTION				\$ 3,653,000.00

**Quinn's Jct. Park and Ride
Conceptual Cost Estimate
Richardson Flat**

Description	Quantity	Unit	Unit Price	Total
Mobilization	1	Lump	6.0%	\$ 270,000.00
Traffic Control	1	Lump	2.0%	\$ 90,000.00
Landscaping	1	Lump	\$ 10,000.00	\$ 10,000.00
Proposed Road/SR-248 Improvements	4,930	lf	\$ 130.00	\$ 640,900.00
Trail	4,290	lf	\$ 38.00	\$ 163,020.00
Utilities	-	-	-	-
- Water	5,360	lf	\$ 60.00	\$ 321,600.00
- Sewer	5,360	lf	\$ 70.00	\$ 375,200.00
Bike-Share Facility	1	Lump	\$ 50,000.00	\$ 50,000.00
Bus Shelter	1	Lump	\$ 20,000.00	\$ 20,000.00
Restroom/Information Center	1	Lump	\$ 100,000.00	\$ 100,000.00
Maintenance Shed	1	Lump	\$ 10,000.00	\$ 10,000.00
Wetlands Mitigation	1	Lump	\$ 100,000.00	\$ 100,000.00
CERCLA Mitigation	1	Lump	\$ 300,000.00	\$ 300,000.00
Subtotal				\$ 2,450,720.00
Items Not Estimated (30%)*				\$ 735,216.00
CONSTRUCTION SUBTOTAL				\$ 3,186,000.00
12% CONTINGENCY				\$ 382,320.00
TOTAL PROJECT COST				\$ 3,569,000.00
Trail Option 1b	4,430	lf	\$ 34.00	\$ 150,620.00
Bridge	1	Lump	\$ 250,000.00	\$ 250,000.00
TOTAL PROJECT COST WITH (OPTION 1b)				\$ 3,805,000.00
Trail Option 1c	5,540	lf	\$ 34.00	\$ 188,360.00
TOTAL PROJECT COST WITH (OPTION 1c)				\$ 3,597,000.00
Trail Option 2	6,600	lf	\$ 44.00	\$ 290,400.00
TOTAL PROJECT COST WITH (OPTION 2)				\$ 3,711,000.00

MEMO

To: Matt Dias, Park City Manager
From: Jerry Benson, Transit Consultant
Subject: Quinn's Junction Park and Ride Lot Review
Date: March 27, 2020

Summary

Per your request for an assessment of the proposed park and ride (P & R) lot at Quinn's Junction, I have reviewed the history, funding and planning of this project. I have also reviewed industry guidelines and best practices for P & R lots. This memo summarizes my findings and recommendations. In short, I recommend that the city proceed to build a P & R lot at the frontage road location as recommended by staff. Before that occurs, I also recommend that the city and county, through JTAB, develop a comprehensive vision and high level plan for infrastructure, transit service and supportive parking and land policies for the two entry corridors, SR224 and SR248.

History and Funding

A P & R lot and increased bus service in the area of Quinn's Junction has been anticipated in regional plans for several years. The 2016 Short Range Transit Plan identified enhanced access and signal improvements to the Richardson Flat P & R lot, along with all day bus service. The 2016 Interlocal Agreement on Additional Mass Transit Tax (2nd quarter) between Summit County and Park City identified express bus service on SR248 as a priority project to be funded with the new tax. Planning and design of a P & R lot at Quinn's Junction was funded in 2018 by the County Transportation Sales Tax (3rd quarter) at \$405,000. In 2017, Park City applied for and was awarded Federal 5311 funding (in FY 2018) for construction of the P & R lot in the Quinn's area. There is currently \$1 million in federal funding available for a first phase lot. Future federal funding can potentially be made available by reprogramming funds from other projects that are not moving forward at this time. There is some urgency to decide on the final site and provide documentation to UDOT to secure the \$1 million. Funds were allocated for federal FY 2018 and if final site selection and environmental clearance is not transmitted to UDOT in the next few months, then these funds would likely need to be reallocated to other projects that are ready to advance.

Bus service to the area has been limited. Until the Winter 2019-2020 service, the area was only served by the Dial-a-Ride and Kamas Commuter routes. This winter, the Red 1 Route was extended to provide all-day fixed route service to the hospital area. The Richardson Flat P & R is only used for special event service.

Planning and Evaluation

A professional evaluation of three sites was conducted by AECOM in 2019. In comparison to another UDOT-owned parcel and the existing Richardson Flat P & R, the frontage road site is superior. It has better proximity to the SR248/US40 interchange. It can accommodate about 500 stalls and has no insurmountable engineering or

environmental challenges. It would require improvements to the interchange; such as, lane reconfiguration and striping. The city has not yet addressed the related transportation and land use issues that will determine whether this lot will make a positive impact on auto travel into the city. Without those elements, it's not possible to determine the extent to which this lot will be utilized and whether it will impact auto travel into the city.

Park and Ride Lot Sizing and Effectiveness

I reviewed the Transit Cooperative Research Program Report 192 "Guidebook on Planning and Managing Park-and-Ride." I also spoke with Hal Johnson at UTA, who was one of the members of the oversight panel for the report. While most P & R lots serve rail transit, there are several points from this industry guidance worth noting:

1. P & R lots are used creatively by patrons for car pooling, park and walk, park and bike, drop off and ride, and transfers from one route to another. For example, this lot could become a car pooling location for people driving into Salt Lake or Utah Counties.
2. Use of a P & R lot is dependent on accessibility and size, but, more importantly, on the amount and quality of transit compared to drive-only options.
3. Drive-only options are influenced by auto restrictions, driving travel time, cost, parking availability and accessibility to final destination.
4. Bus P & R lots are most successful if they are served by multiple bus routes, enabling travel to and from several locations.
5. Transit agencies usually deploy multiple P & R lots to serve different markets and to keep sizes manageable.
6. P & R lots can be incorporated into transit oriented land uses to enhance transit ridership and to use parking resources efficiently. Lots can be shared between daytime transit users and overnight hotel users, or be shared between transit and businesses.
7. P & R lots should be evaluated with consideration of their entire lifecycle. Often, lots start out small, but need to be enlarged as transit service is improved or land is developed and transit ridership grows. Conversely, some P & R lots begin large and are then reduced as transit service is extended or as parking is converted to transit-oriented developments (UTA's Sandy TRAX lot is a good example, beginning at over 1000 stalls and now having fewer than 300).

P & R lots are typically sized to accommodate the number of projected transit boardings at a station by people who drive from surrounding areas. There are about 20,000 auto trips daily along SR248 with hourly peaks Westbound of 290 cars per hour between 7:30 and 9:00 and Eastbound of 340 cars per hour between 4:45 and 5:15. A P & R lot of 450 stalls served by a bus route operating on 15 minute frequency could potentially reduce the peak traffic significantly. If the buses each carried 20 passengers, 80 riders per hour could be delivered into the city or about 20 percent of the peak hour auto trips (290 cars per hour between 7:30 and 9:00 equals 435 cars with 1.2 passengers each equals 522; 20 riders per bus times 4 buses per hour times 1.5 hours equals 120; 120/522 equals 23%). This level of bus ridership would consume about 100 stalls during the peak hours.

Quinn's P & R as Part of a Transportation System

This P & R facility should be considered as part of a system of transportation infrastructure, services and policies that support the city's goals. The location and size of the preferred lot make it worth the investment, as long as it's supported with good bus service to major destinations in the city, supported with aggressive city parking controls, supported with transit oriented development of adjacent land, and supported with good regional connections from Eastern Summit County and Wasatch County. The Quinn's P & R lot cannot be evaluated separate from transit service on SR248. Consider the following possible transportation scenario:

- Quinn's P & R lot served by express bus service every 15 minutes, traveling on bus only shoulder running into the Park City bus hub.
- Quinn's P & R lot served by commuter buses from Kamas, Heber and Salt Lake.
- Destinations in the area of the Park City Hospital, NAC and sports complex continue to provide ample, free parking, and have an all-day bus connection into Park City.
- Park City expands parking controls to include city-wide residential permit parking and paid parking at resort areas.
- Express bus service is provided from Richardson Flat P & R lot to ski resorts and Old Town throughout the winter and on event days in the summer. Resorts supplement service with employee shuttles, and extra buses for events, weekends and snow days.
- Resort base areas and Old Town are served by frequent, dedicated transit ways (bus or aerial) from bus hub.
- The area adjacent to the Quinn's P & R is redeveloped into transit oriented mixed use commercial and residential (currently low density industrial: cement plant, waste removal services, auto parts and services). Shared parking is expanded as part of the transit oriented development.

Assuming that this scenario were to be achieved, this P & R lot and the bus routes serving it would be highly utilized. Together with the Richardson Flat P & R, a significant transit mode share, especially during high volume periods, could occur.

Regional Partnerships

Success of a regional transportation system depends on effective partnerships with other cities, counties, UDOT and FTA. The partnerships with Summit County and with UDOT are strained at this point. While both JTAB and the County Council were briefed on the Quinn's P & R location evaluation, they did not meaningfully contribute to the project. Neither the city nor the county has had the opportunity to discuss how this lot would function together with bus service and other projects, such as the SR224 BRT. The fact that the city and county publically opposed the UDOT SR248 widening project is an indication of poor communication at the staff level between the city and UDOT earlier in the project planning.

I have talked with Caroline Rodriguez at Summit County and we both recommend that the JTAB engage in a thorough review and discussion about the high level vision, constraints, and funding assumptions for transportation along the two entry corridors. As you know, the BRT terminal at the Arts and Culture District is a point of concern. If the JTAB can keep the discussion at a high level, I believe we will find that both the city and county desire to create a transportation system that really works. The parties should acknowledge that current plans and designs are inadequate to demonstrate how a system will actually function.

Conclusion

The Quinn's P & R lot at the frontage road location is a worthwhile investment for the city. It will enable Park City Transit to implement express bus service along with shoulder running to a dedicated bus end-of-line with parking for customers. It is convenient to drivers from US40 and SR248 and is adjacent to a development node identified by the county (although the current and near future uses are not transit-supportive). It is not the sole solution to congestion on SR248 nor to excessive auto travel in Park City, but it can be an important contributor if paired with appropriate transit service levels and city parking strategies.

The most powerful tool the city has to limit auto travel into the city is parking policy. However, unless there are attractive transit alternatives to auto travel, potential visitors to the area will go elsewhere. The University of Utah achieved a non-auto mode share of over 50 percent by limiting parking (both supply and expense) and by investing in transit infrastructure, service and fare subsidies. Vail Ski Resort has charged for base area parking for years and has effectively restricted auto trips into the core resort area. The challenge for the city is to preserve quality of life for residents while also enabling economic success for the resorts and businesses. Restricting auto travel and parking in the core and providing abundant, high quality transit may be the only way to meet that challenge.

Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Small Wireless Facilities

Suggested Action:

Attachments:

[Small Wireless Facilities Staff Report](#)

[Exhibit A: Design Standards](#)

[Exhibit B: Small Cell Examples](#)



City Council Staff Communications Report

Subject: Small Wireless Facilities
Author: John Robertson, City Engineer
Department: Engineering
Date: April 16, 2020

Summary

The Utah State Legislature passed the Senate Bill 189 “Small Wireless Facilities Deployment Act” (Act) in 2018, which requires cities to allow the placement of small wireless facilities (small cells) within a city’s rights of [way](#).

Although the Act follows federal law and requires the City to allow access to the right of way for telecommunications, the City retains some authority over the application and permit process, insurance requirements, compensation for use of right of way or facilities on which small cells are attached, and design standards. The City is developing an ordinance to help ensure that the small cells are appropriately placed so as to not intrude on or detract from the character of the City.

As part of the ordinance, a small cell provider will be required to enter into a master agreement with the City. Staff is concurrently developing the ordinance and master agreement which will be brought before the City Council for review, comment, and approval at a future council meeting.

Recently, the City has been approached with a request to install small cells in Old Town and a few other locations within the City. The creation of the ordinance and master agreement will help to define the process to be followed with submitted applications and specific site location requirements.

Background

In order to support the rollout of 5G internet service, more small cells are needed throughout an overall system. The 5G wave technology is fast but the reach is short so it is necessary to place more cells throughout a network.

In support of getting this new technology to the general public, the Act was adopted, requiring cities to permit wireless providers to place small wireless facilities and associated utility pole(s) within a right of way, under certain conditions.

The Act does allow cities to establish a permitting process for the installation of small cells. Cities may also adopt indemnification, insurance, or bonding requirements for such a permit, under certain conditions. Several cities in the State have approved ordinances to address the requirements of the Act. Staff met with representatives from the City of Draper to discuss the process followed to create and how specific issues were addressed in the preparation of and recent approval for their small cell ordinance.

The ordinance approved by Draper addresses specific issues such as, the limits of use by providers in the right of way, requirements (e.g. term, compensation) for the master license agreements, application process requirements, and site license applications. The ordinance that will be brought to Council for approval will contain similar language

The Act also allows cities to adopt design standards for the installation and construction of small cell facilities within the right of way. Park City's design standards were administratively adopted in spring 2019 and are included in this report as Attachment A. The design standards provide the basis for design and construction of the small cell facilities within the City right of way to ensure facilities are consistent in quality and are of uniform infrastructure. Specifically, the design standards state:

"All wireless facilities, equipment, and new structures must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts. The design of small wireless facilities and related equipment, poles, and structures must be integrated with the existing buildings, structures, and landscaping and must take into consideration architectural design, height, scale, color, style, placement, and shape."

Per the approved design standards, small cell facilities proposed within the historic district must comply with the standards and process in Park City Code sections 15-11-11.

Attachment B provides a sample of several options that 5G suppliers have created and installed in various locations throughout the Country.

Attachments

Attachment A – Design Standards: Small Wireless Facilities Within the Public Right-of-Way

Attachment B – Examples of Small Cell Facilities

**Attachment A – Design Standards: Small Wireless Facilities Within the Public
Right-of-Way**



Design Standards: Small Wireless Facilities Within the Public Right-of-Way

These Engineering Design Standards are intended to provide a foundation for design and construction of small wireless facilities to ensure quality and uniform infrastructure in Park City. All wireless facilities constructed within the Public Right-of-Way are required to comply with these design standards.

- A. Integrated Design Required: All wireless facilities, equipment, and new structures must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts. The design of small wireless facilities and related equipment, poles, and structures must be integrated with existing buildings, structures, and landscaping and must take into consideration architectural design, height, scale, color, style, placement, and shape.
- B. Whether the small wireless facility is collocated or placed on its own pole:
 1. Small wireless facilities should not be readily noticed.
 2. Small wireless facilities must not bear signage, advertisement, or unnecessary lighting. The City may require safety warnings and contact information.
 3. Equipment enclosures must be as small as practicable. All wires, cables, electrical, or other facilities that are not required to be above ground must be located underground.
 4. The small wireless facility and equipment should match the existing pole and visible surfaces should be constructed out of or finished with non-reflective materials.
 5. If an above-ground facility is required, the equipment enclosure must be screened using vegetation or other means consistent with the surrounding area.
 6. Wireless facility equipment on the outside of a utility pole must be placed at least eight (8) feet above the public way, unless otherwise permitted by the City.
 7. If equipment cannot be installed inside of the pole, pole attachments within fifteen (15) feet of ground level must be positioned on the side of the pole facing away from approaching traffic in the travel lane closest to the pole. If the equipment would extend over a sidewalk or road surface, then the equipment must be positioned to avoid any encroachment.
 8. Any equipment or enclosure on the outside of a utility pole may not exceed in width the diameter of the pole by more than six (6) inches on either side and the furthest point of the enclosure may not extend more than twelve (12) inches from the pole. Equipment or Enclosure must match the color of the utility pole to which is it attached.

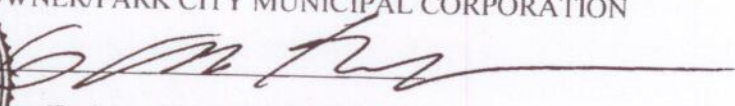


1. Small wireless facilities located in a historic district must comply with all applicable standards and processes in Park City Code section 15-11-11, Design Guidelines for Park City's Historic Districts and Historic Sites.
 - a. Locating small wireless facilities or installing replacement or new poles along the frontage of buildings listed on the Historic Sites Inventory is not allowed.
 - b. Providers applying to locate within a Historic District or within 300 feet of a site listed on the Historic Sites Inventory or Historic District boundary should request a pre-application meeting with the Planning Director or designee.
2. Small wireless facilities located in a design district must comply with all applicable standards and processes in Park City Code section 15-5-5, Architectural Design Guidelines. These Architectural Design Guidelines apply to the City's design district, which is a defined area in which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.
3. If a provider must displace a decorative pole or a pole in a historic or design district to collocate a small wireless facility, the replacement pole must reasonably conform to the design aesthetic of the displaced decorative pole.

DATED this 22 day of May, 2019.



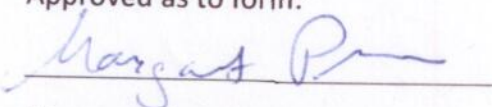
OWNER/PARK CITY MUNICIPAL CORPORATION


Ryan Taylor, Acting City Engineer

Attest:


Michelle Kellogg, City Recorder

Approved as to form:


Margaret Plane, Special Counsel

Attachment B – Examples of Small Cell Facilities



Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

COVID-19 Response

Suggested Action:

Attachments:

[COVID-19 Update](#)

City Council Staff Communication Report



Subject: COVID-19 Response
Author: Michelle Downard, Resident Advocate
Department: Executive
Date: April 16, 2020
Type of Item: Informational

Park City continues to fully support the Summit County Health Department to slow the spread of the COVID-19 virus. During this pandemic, the City has incurred significant impacts to municipal operations, and our community's economy, health, and wellbeing. The City's COVID-19 response is being accomplished through the coordinated efforts of many city staffers and is outlined below including maintaining essential services, adjustments to City facilities and multiple forms of community support as we navigate this difficult time.

On March 11, 2019, COVID-19 was identified in the Park City area. Recognizing the resulting impacts were likely beyond the control of local resources, local jurisdictions partnered and combined resources. On March 12, 2020, the Summit County Health Director issued a [Declaration of Local Public Health Emergency](#) and the Summit County Manager issued a [Declaration of Local Emergency](#). On that same day, the City issued a [Proclamation Declaring a Local Emergency](#). On April 9, 2020, the City extended the Proclamation Declaring a Local Emergency.

Subsequently, the following Public Health Orders were issued:

[Public Health Order 2020-01](#) (March 15, 2020): required the closure of resorts, restaurants, taverns, bars, entertainment venues, fitness and exercise facilities, spas, churches and other businesses at which people tend to gather.

[Public Health Order 2020-02](#) (March 23, 2020): restricted gatherings of 10 or more, and added requirements for building and construction sites, hair and nail salons, tanning salons, physical therapy, child care and dental services.

[Public Health Order 2020-03](#) (March 25, 2020): established a stay-at-home order and business closures, and restricted all gatherings (excluding essential activities, essential government functions, essential travel and essential businesses).

[Public Health Order 2020-04](#) (April 7, 2020): Aligned expiration dates of existing Health Orders and the [Extension of Local Public Health Emergency](#) to May 1, 2020.

COVID-19 RESPONSE

In addition to these more publicly noticeable actions, City staff from multiple departments have diligently implemented additional actions to support the community during this pandemic. These include:

- The COVID-19 Task Force, chaired by the City Manager, includes multiple members of City staff, and elected officials essential to a coordinated response. The Task Force focuses on emergency management, city facilities and services,

community engagement, local business information, resources for vulnerable populations, and information technology needs.

- 60-Day COVID-19 Policy was established to adjust sick leave for City staff.

FACILITIES

Multiple city facilities have closed or adjusted their services in accordance with the Public Health Order.

- Park City Library is closed. Staff launched a virtual library including virtual story time, e-books and audio books, and 'ask-a-librarian'.
- MARC is closed. Staff launched the 'Keep Your Social Distance Challenge', virtual fitness classes and a family scavenger hunt.
- Park City Ice Arena is closed. Operations staff continues to monitor the ice and refrigeration system. Instructors have added new videos to the facility's YouTube channel. Additionally, the arena parking lot is serving as a drive-through COVID-19 sampling station by Intermountain Health Care and University of Utah Health.
- Access to the Police Department (front lobby) is limited. Visitors may utilize the lobby phone to contact Public Safety Dispatch.
- The skate park, tennis courts, sports fields, dog park and playgrounds are closed. Facilities are locked (where possible) and posted with signs.
- Trailheads are accessible and posted to avoid social gathering.
- The Public Works Complex and City Hall is open, although the customer service counters are closed to walk-in customers without an appointment. Business is encouraged by phone or email. Services continue to be provided virtually.
- Continual deep cleaning of all city facilities to protect public and staff.

SUPPORTING OUR COMMUNITY- ADMINISTRATIVE ACTIONS

The COVID-19 pandemic has significantly impacted community members and businesses. Park City's Proclamation Declaring a Local Emergency allows the City Manager to take administrative actions including suspending enforcement of certain ordinances and policies. Park City Municipal has identified multiple opportunities to support the community and has therefore implemented the following:

- The parkcity.org/covid-19 webpage was launched in an effort to share current and accurate COVID-19 information including declarations, resources for the community and businesses, and updated information regarding status of city facilities, services.
- Proactive outreach utilizing a variety of communication platforms, including the City's social media platforms, virtual Council events, one-minute Council video messages, and newsletters are sent regularly to share community resources, social distancing practices and FAQs regarding public health orders.
- Budget proposals are being drafted to reduce expenses and to evaluate future capital expenses.
- Reduction in frequency of transit services to align with decreased ridership. Currently, transit service coverage area remains unchanged, while frequency has decreased. The Park City Transit Department disinfects buses regularly and has implemented physical distancing strategies for riders and drivers.

- Public Safety has mitigated trailhead impacts, provided education of the health orders and processed some calls for service over the phone as able.
- [Temporary signs](#) (as defined by Park City Municipal Code) are not currently being enforced, in an effort to support adjusted business and other operations.
- Parking enforcement has been adjusted to support curbside deliveries and provide free, all day China Bridge parking.
- Adjust refund policy for City facility rentals and programs, to provide full refunds.
- Public Meetings are being live streamed and include virtual public participation.
- Water services will not be disconnected due to non-payment.
- Building permits continue to be issued online and inspections are provided daily.
- Building permit, plat and other development activity approvals have been extended until October 1, 2020.
- Business license applications are being processed on a case-by-case basis. In compliance with the Public Health Order, new nightly rental business applications are not being processed.
- A joint Economic Task Force was formed to support local businesses by assessing needs and resources, and hosting a virtual Local Business Roundtable on Fridays to engage with your local business community and address their concerns.
- Providing coordination among community groups to support our vulnerable populations and establishing a neighborhood coalition network for information sharing.
- 3D Printing of face shields for local medical professionals on the Library's 3D printer.
- Park City Council committed \$150,000 in special relief grants to local non-profits operating on the front lines and providing relief to those in need: The Christian Center, Jewish Family Services, Park City Community Foundation, Peace House, and the People's Health Clinic.
- Virtual roundtables twice a week and council events are providing connection and sharing of resources.
- Park City is advocating through Federal and State Lobbyist options to improve chances for business owner's eligibility for relief through their existing insurance.
- The business community is being surveyed regularly to understand critical needs.
- A rent abatement program evaluated tenant leases within city-owned facilities focusing on businesses and non-profits impacted by current health orders. Numerous tenants were granted full or partial rent abatement for April and May. Staff will continue to evaluate businesses who are still operating, should conditions change in which an abatement should be considered.

Park City Municipal continues to closely monitor the impacts of the COVID-19 pandemic and pursue opportunities to prioritize the health, safety and wellbeing of our community and staff. Staff anticipates returning to Council with recommendations of supportive mechanisms in response to the impacts of the COVID-19 pandemic.

Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from March 19, 2020

Suggested Action:

Attachments:

[March 19, 2020 Minutes](#)



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

March 19, 2020

The Council of Park City, Summit County, Utah, met in open meeting on March 19, 2020, at 5:30 p.m. in the City Council Chambers.

WORK SESSION

Quinn's Junction Park and Ride Update:

Council Members Gerber, Henney, Joyce and Worel participated in the meeting electronically. Mayor Beerman reviewed the protocol for having a meeting with Council members who were using electronic devices. He indicated public comments would be received via email and read aloud during the meeting if possible. Margaret Plane, Special Counsel, reiterated that speakers should speak one at a time. She also reminded Council members not to text each other during the meeting.

Matt Dias, City Manager, gave a high overview of the item and stated staff and consultants had been searching for a good location for a park and ride for the past year and a half. He requested to move this item to a future date when staff, the consultants and County representatives could be present and participate in a deeper policy discussion.

Council Member Worel asked for information on structural height limitations for the Quinn's Junction area when this item came back for discussion. Council Member Joyce thought this was the best location of the three original choices, but he felt it was a mistake, considering the direction Council wanted to move regarding transportation. The majority of the Council favored staff returning to discuss this item in more depth.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber-via phone Council Member Tim Henney-via phone Council Member Steve Joyce -via phone	Present

Council Member Nann Worel-via phone Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Mayor Beerman stated these were unprecedented times. This was a crisis that limited social interaction. He encouraged everyone to take the recommendations by leaders seriously and noted the restrictions could be in place for a long time. He stated the City was stopped, with no more traffic and congestion. There was unity between residents. He advised the public to take some time to pause and reflect on what was wanted when the City resumed its activity. He thanked staff and the emergency response team for their work. He also thanked the County Health Department Director, Rich Bullough, City Manager Matt Dias, and Council Member Joyce, when acting as Mayor Pro Tem, for all their work and effort with this situation.

Council Member Worel thanked the local nonprofits for all they had provided to the community. Council Member Gerber sent love to the community for their kindness and compassion to all around them. Council Member Henney discussed the good being done in the community. He gave information on resources for those in need of assistance. He also noted the 2020 Census was now available online. Council Member Joyce asked residents to thank the community workers who were at risk as they served the community. He also requested that residents patronize the takeout at restaurants to help the local businesses. Council Member Doilney indicated he was on the Economic Resiliency Taskforce and he discussed the job opportunities for people whose jobs had been jeopardized.

Mayor Beerman asked if there was a hardship policy for tenants of the City. Dias stated a list of tenants needed to be assessed for hardship assistance. Council favored moving forward on creating a hardship policy.

Staff Communications Reports:

1. Wasatch County Transit Study Update:

Council Member Joyce asked for a future discussion to understand the cost difference between a commuter and a skier coming to the City.

2. Electric Mountain Bike Survey Results:

Mayor Beerman indicated this topic would be brought back for discussion at a future meeting.

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

Mayor Beerman opened the meeting for any who wished to address Council on items not included on the agenda.

Comments were received via email from Briana Sisofo, Christopher Cherniak, Joe Butterfield, Katrina Kmak, and Sara Bartlett (attached to the approved minutes.) In response to Cherniak's public comment, Dias reviewed that the City had an Emergency Manager and it was very prepared as far as having cross trained employees. In response to Butterfield's email, Dias reviewed the employee sick leave policy regarding employees who could not work as a result of the COVID-19 virus.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from February 27, 2020 and March 5, 2020:

Council Member Doilney moved to approve the City Council Meeting minutes from February 27, 2020 and March 5, 2020. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

V) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Professional Services Agreement with The Electric Highway Co. for Installation of Electric Vehicle Charging Equipment on City Properties in a Form Approved by the City Attorney Not to Exceed \$59,820.00:

2. Request to Authorize the City Manager to Purchase One (1) Transit F-350 V10 Support Truck and Three (3) Hybrid Support SUVs with Equipment at a Cost Not to Exceed \$31,700:

Council Member Worel moved to approve the Consent Agenda. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

VI) OLD BUSINESS

1. Consideration to Adopt Resolution 04-2020, a Resolution Adopting the 2020 City Property Disposition List:

Matt Dias stated every year the City passed a resolution showing all property owned by the City and indicated this practice increased the City's level of transparency. He stated each property was classified with its potential use.

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

Council Member Worel moved to adopt Resolution 04-2020, a resolution adopting the 2020 City Property Disposition List. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

Plane stated there was a typographical error on the Exhibit A spreadsheet which referred to 2019, and noted it was actually 2020.

VII) NEW BUSINESS

1. Consideration to Approve Ordinance 2020-17, an Ordinance Amending the Municipal Code of Park City: Title 2, Chapter 2, Section 5, Election Qualifications:

Michelle Kellogg, City Recorder, explained that in response to a previous work session item, she had brought two versions of a code amendment which would implement filing fees for individuals running for Mayor or Council member. One version offered a waiver if 100 signatures were collected from verified registered voters of Park City and the other version provided a fee waiver if 100 signatures were collected from residents 18 years old or older. Mayor Beerman asked which version other cities had implemented, to which Kellogg responded Salt Lake City and Taylorsville had provisions for signature collections from those 18 years old or older and Riverdale required the signatures from registered voters.

Mayor Beerman opened the public hearing. No comments were received.

Council Member Worel asked how signatures from those who were 18 years old or older would be verified. Kellogg stated there was not a way to verify that option and candidates would need to use the honor system. There was an objection period at the

close of the filing period, and if someone knew there were discrepancies, they could bring those to the attention of the City Recorder.

Council Member Gerber asked if 17 year olds who were preregistered to vote would count on the nomination petition. Kellogg stated she could verify that with the County Clerk's office. Council Member Gerber asked if someone could register to vote the same day they signed the petition, to which Kellogg affirmed.

Council Member Henney liked having a verification process and thought the voter registration rolls made verification simple. Council Member Doilney agreed and felt the voter registration requirement also helped people register to vote.

Council Member Joyce asked that the code language be clarified to say registered voters in Park City municipal boundaries (84060). Kellogg noted the nomination petition included a column for zip code, so the candidate would immediately know if the signer was a resident. The Council agreed to add the clarifying language.

Mayor Beerman closed the public hearing.

Council Member Joyce expressed concern with the "residency for 365 days" amended verbiage and requested that the original language remain for clarity. Plane indicated the provision was amended to mirror state statute. Council Member Joyce also asked for more specific language for corrections if the petition had errors, and wanted a candidate to know the exact expectations from reading the code. He suggested the following sentence: "After verification, candidates with fewer than 100 signatures will not be allowed to participate in the election." He wanted to clarify that there was no period for resubmitting the petition. Mayor Beerman asked if candidates could pay the fee, and then get reimbursed if they collected the 100 signatures. Plane stated that was not the intent of the code as currently written. Council Member Gerber felt candidates would automatically collect more signatures to make sure they were covered. Council Member Joyce favored having the sentence he proposed or something similar added to the amendment. Council Member Worel agreed with Council Member Joyce and stated it was helpful having the parameters spelled out.

Council Member Joyce moved to approve Ordinance 2020-17, an ordinance amending the Municipal Code of Park City: Title 2, Chapter 2, Section 5, Election Qualifications with the above mentioned amendments to the registered voter version of the code. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve Ordinance 2020-18, an Ordinance Amending the Municipal Code of Park City: Title 2, Chapter 3 Sections 2 and 5 Meetings; and Title 15, Chapter 12, Sections 13 and 14:

Margaret Plane, Special Counsel, stated this code amendment dealt with electronic meetings for Council and Planning Commission, and would change the requirement of a quorum being present to having members participate electronically in the case of an emergency proclamation being issued. Since the proposed amendment was drafted, the Governor had authorized electronic meetings for all members in this time of emergency without the requirement of having an anchor location where the public could come to participate.

Plane proposed adopting the amendments as-is, as well as passing a resolution adding language that any municipal public bodies within Park City could hold electronic meetings with an emergency proclamation in effect, or do nothing and lean on the State's proclamation.

Mayor Beerman clarified that the proposed ordinance was beneficial as technology continued to improve, and indicated Council might want to have remote meetings at some point in the future.

Mayor Beerman opened the public hearing. No comments were received.

Council Member Worel favored having code language to give the City maximum flexibility. Council Member Gerber agreed and also favored expanding the language to include all public bodies in the City. Council Member Henney agreed with Council Members Gerber and Worel. He asked if this could be broadly allowed for other circumstances. Plane stated cities preferred having meetings with a quorum present for the public to attend and participate. She felt this was a stop gap for this situation. Mayor Beerman suggested holding off on broadening the ordinance until there was further discussion at a future date.

Council Member Joyce favored passing the ordinance as-is tonight and discussing other boards at the future meeting. He did not favor having electronic meetings anytime Council wanted. Council Member Doilney stated passing this as-is would help the City's current needs.

Mayor Beerman closed the public hearing.

Council Member Gerber clarified she only wanted electronic meetings authorized during emergencies. She favored expanding the electronic meetings policy to other boards since they were ramping up for spring and summer activity.

Plane proposed language for a resolution using the same recitals as the ordinance.

Council Member Gerber moved to approve Ordinance 2020-18, an ordinance amending the Municipal Code of Park City: Title 2, Chapter 3 Sections 2 and 5 Meetings; and Title 15, Chapter 12, Sections 13 and 14 as amended including the resolution. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

3. City Emergency Proclamation Update:

Matt Dias, City Manager, indicated the Summit County Health Department had taken the lead on addressing the pandemic, with the City Council and County Council being in second position for helping. He reviewed the reasons for declaring a City emergency, including sending the message that this was very important and the residents needed to listen to the direction given by the State and County sources. He stated the City was a willing and able partner, but the local stakeholders were doing tremendous work to help and lead as well.

Phil Bondurant, Summit County Deputy Health Director phoned in to give an update and answer questions. He stated the caseload and growth of the virus would mirror Italy. By December, there could be 200 million Americans infected with Coronavirus. The efforts made in the County were necessary and warranted. He indicated Summit County had a disproportionate number of cases than the rest of the state. He was grateful for the help from the City.

Council Member Doilney asked what things could look like in the future with Italy-like projections. Bondurant stated they would know more at the 45 day mark. Hopefully, the measures taken would flatten the curve better than Italy's situation. Council Member Doilney asked about future proactive measures the County was expected to take. Bondurant stated they would evaluate new measures this weekend. Council Member Doilney reviewed the measures suggested on the State website, including one that stated healthy people should proceed as in any flu season, and he encouraged that language to be removed and stricter language applied.

Council Member Joyce asked if services like salons and spas would be closing. Bondurant stated people could gather, but businesses could close voluntarily at any time. Council Member Joyce asked about options businesses had for insurance reasons to close and he encouraged the County to take measures to make that decision easier for businesses.

Council Member Henney asked when Day One was and when the expected 45 day peak would be. Bondurant indicated March 3rd was Day One.

1 Council Member Gerber asked for clarification on the number of cases. Phil stated the
2 number of cases in Summit County was 27 times higher than other counties in the
3 State. Council Member Gerber asked how prepared hospitals were to handle the
4 expected surge. Bondurant stated the hospitals were prepared.

5
6 Council Member Worel asked about the sampling done in the County. Bondurant stated
7 IHC and the hospital were doing the sampling. They would hold an event where people
8 would drive up and receive a nasal or throat swab, and when tests arrived, hospital staff
9 would see if the samples were positive.

10
11 Council Member Joyce asked when the tests would catch up with the need. Bondurant
12 stated there were projections, but he didn't know for sure. Council Member Henney
13 asked how the 31 cases were confirmed. Bondurant stated the samples were tested
14 and confirmed. The samples not tested could not yet be confirmed.

15
16 Mayor Beerman opened the meeting for public input.

17
18 Darcy Swedish emailed a public comment about the case at the Spur. Bondurant stated
19 the other employees were tested, but results were not available yet.

20
21 Mayor Beerman closed the public input portion of the meeting.

22
23 Dias updated Council on the earthquake and stated there was no damage to the
24 facilities and infrastructure in the City.

25
26 Mayor Beerman asked if the City had the capacity to address multiple fronts in the event
27 of a much bigger earthquake. Dias stated the City was prepared and had partners to
28 mitigate most problems. He stated it was a benefit to have essential services workers
29 who lived in the City for quick response to emergencies such as this. He encouraged
30 the public to sign up for emergency alerts from the City.

31
32 **VIII) ADJOURNMENT**

33
34 With no further business, the meeting was adjourned.

35
36 _____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: Amanda Angevine

Submitting Department: Ice Rink

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute Contracts for an Exclusive Beverage Agreement for the Ice Arena, Golf Course, PC MARC and City Park, in a Form Approved by the City Attorney, with Swire Coca-Cola with an Estimated Value for the City of \$134,410 over a Five-Year Term

Suggested Action:

Attachments:

[Exclusive Beverage Agreement Staff Report](#)

[Exhibit A: Exclusive Beverage Agreement](#)



City Council Staff Report

Subject: Beverage Agreement- Ice, Golf, Recreation
Author: Amanda Angevine, Ice Arena General Manager
Department: Ice Arena
Date: April 16, 2020
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute a contract for an exclusive beverage agreement for the Ice Arena, Golf Course, PC MARC and City Park, in a form approved by the City Attorney, with Swire Coca-Cola, for \$134,410 over a five year term.

Background

The Ice Arena's exclusive beverage agreement with Swire Coca-Cola has expired and the Ice Arena, Golf Course and Recreation are recommending an agreement that encompasses all three entities. This will leverage the combined volumes to receive higher commissions for vending, better prices for products, and more attractive annual incentives.

Bids were obtained from Pepsi Co. and Swire Coca-Cola. Staff recommends moving forward with Swire Coca-Cola as it has the highest annual payment to the City, offers the lowest prices on product, and includes additional incentives including an annual athletic scholarship. Staff has the ability to influence vending products and seeks to provide a healthier line of beverages. Details of the bids are not included as the vendors have requested confidentiality to protect their business interests.

Managers from the three facilities are recommending a five year term. The agreement includes opportunities for the City to end the agreement if we are unsatisfied.

Funding

No funding is required by the City for this agreement. The agreement is structured so that Swire Coca-Cola makes payments to the City for annual monetary incentives and vending commissions. Annual payments will be distributed equally across Golf, Ice and Recreation and commissions will be distributed to each department based on the volume of vending sales. The Ice Arena will distribute the annual scholarship to a youth athlete and Recreation will receive the Sideline kits (beverage dispenser and water bottles).

Alternatives

1. Enter an exclusive beverage agreement with Swire Coca-Cola for a three year term. The annual value of the three year term would be equivalent to the value for a five year term.

2. Each of the three City entities can enter separate exclusive beverage agreements with Swire Coca Cola, which would reduce the overall value to each entity.
3. Enter an exclusive beverage agreement with Pepsi Co, with more limited incentives and higher costs for product. The three City facilities could enter the agreement together or execute separate agreements.
4. Decline to enter an exclusivity agreement, forgoing increased commissions, lower produce prices, annual payments and proposed incentives.

Attachments

Exhibit A: Exclusive Beverage Agreement

2020 – 2025 Exclusive Beverage Agreement

“Customer”: **Park City Municipal Corporation**,
445 Marsac, P.O. Box 1480, Park City, UT 84060 d/b/a **Park City Ice Arena / MARC / Park City Golf Course**

“Coca-Cola”: Swire Coca-Cola, USA

“Locations” of Customer covered under this Agreement:

Park City Ice Arena

600 Gilmore Way

Park City, Utah 84060

Account # 600092589, 600092587, 600092588, 600092589,
600057198

The MARC

1200 Little Kate Rd.

Park City, Utah 84060

Account # 600091933, 600092428

Park City Golf Club

1541 Thaynes Canyon Rd.

Park City, Utah 84060

Account# 600057788, 600057198

Including all other locations opened during the Term.

Customer Fed. Tax ID # (EIN):

Customer Contact: Amanda Angevine

Customer Phone #: 435-616-5706

1. TERM: The “Term” of the Agreement shall commence upon execution by all parties and shall continue until five (5) years have passed and Customer has purchased a total of XXXX cases of bottle/can Products from Coca-Cola, unless earlier terminated as provided herein. During the extension of the Term, Customer is not entitled to any marketing and/or promotional consideration under Section 4 of this Agreement other than Performance Based Funding and vending commissions.

2. EXCLUSIVITY:

(a) Customer will purchase all bottled and canned beverage products, including without limitation, carbonated and non-carbonated beverages, soft drinks, mineral waters, water, flavored water, juices, sports drinks, energy drinks, protein drinks, iced teas, iced coffees and similar products, but not including unflavored dairy products, alcoholic beverages, and water from the public water supply (collectively the “Products”) exclusively from Coca-Cola for resale to consumers at Customer’s Locations.

(b) Customer will sell and advertise at its Locations only Products distributed by Coca-Cola and no other Products at Customer’s Location including, but not limited to, all vending, cafeteria, and retail. If for any reason a Product not purchased from Coca-Cola is sold or used by Customer at any Location, Coca-Cola may immediately remove all Equipment without further notice to Customer and terminate the Agreement, and Customer shall repay any cash promotional consideration paid to it by Coca-Cola under Section 4 below. The only exception to the above exclusive rights are that no more than 10% of retail shelf space may be allocated to non-competitive products from another distributor where Coca-Cola does not have a product in that category. No less than 90% of allotment of campus wide shelf space for beverages offered for sale will be products purchased directly from Coca-Cola (excluding milk, brewed tea & coffee)

(c) If Customer decides to offer fountain beverage services at any or all of its Locations, Coca-Cola shall have the first right of refusal to provide Customer with fountain Products at pricing and terms to

be mutually agreed. Customer will not offer fountain rights to any other party on terms more favorable than those offered to Coca-Cola under its first right of refusal.

3. PRICING AND PAYMENT TERMS:

(a) Coca-Cola will sell Products to Customer at the pricing set forth in Appendix “A” hereto and otherwise at its standard wholesale pricing for similarly situated customers.

(b) Customer has been granted a credit account with Coca-Cola with payment due within 30 days of the date of delivery. If Coca-Cola does not receive a written objection to an invoice within 30 days of delivery, Customer agrees that the Product was acceptable and the invoice is accurate.

4. PROMOTIONAL CONSIDERATION: Coca-Cola will provide Customer the following marketing and/or promotional consideration during the Term of this Agreement.

(a) Coca-Cola will provide the Customer with Marketing Funding of XXXXXXXXXXXXXXXXXXXXXXXXXXXX in equal annual installments of XXXXXXXXXXXXXXXXXXXXXXXXXXXX per Location) to be used to promote Customers Locations in conjunction with Coca-Cola Products as mutually agreed.

(b) Coca-Cola will provide the Customer with Scholarship Funding XXXXXXXXXXXXXXXXXXXX in equal annual installments of XXXXXXXXXXXXXXXXXXXX to be used for a “Coca-Cola Student Scholarships.” All three (3) Locations may decide and determine the terms on Student/Athlete Qualifications for Scholarships given.

(c) Coca-Cola will provide the Customer with one Powerade Sideline Kit per Location per year.

(d) Customer and Coca-Cola will mutually agree to Fundraiser Opportunities.

(e) Coca-Cola will allow the Customer use of Special Event Trailers and Coolers based on availability for Special Events mutually agreed to by Customer and Coca-Cola. All Equipment will be provided and serviced free of charge.

(f) Coca-Cola will provide the Customer with Complimentary Product totaling XXXXXXXXXXXXXXXXXXXXXXXX cases annually, to be divided as XXXXXXXX cases per Location Between the three Properties. The Customer may choose .5 Liter Dasani Water or 12oz sparkling cans.

(g) Coca-Cola will purchase Two (2) Recycle & Give Kiosk’s per Location, and give back XXXXXXXXXXXXXXXXXXXX for ever recycled Coca-Cola bottle through the Recycle & Give Kiosk. The money acquired through the Program will be donated towards a Charity or Program of Customer’s choice. The Maximum donation shall be XXXXXXXXXXXXXXXXXXXX annually from Two (2) Locations of choice.

(h) A commission on Vending Machine sales (after deducting from the commission any applicable sales and use taxes and lost product) as set forth below;

XX
XX
XX
XX
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XX

REDEACTED PRICING AND SENSITIVE BUSINESS INFORMATION

Coca-Cola will collect all monies deposited in the Vending Machines. Where appropriate, Coca-Cola will pay the sales and use taxes deducted from Customer's commission to the appropriate government authorities on behalf of Customer. Coca-Cola will have the sole right to set vending prices for the beverage Products.

5. EQUIPMENT RENTAL PROGRAM:

(a) Coca-Cola will lease to Customer the use of the following "Equipment" (or "Vending Machines" with respect to the vending machines specifically) for the Term of the Agreement. The term Equipment as used herein, shall include any additions, replacements, or substitutions that may be made by Coca-Cola during the Term.

<u>Qty.</u>	<u>Name of Equipment</u>
3	Reman. GDM-45 Cooler
4	DN5000

(b) Title to the Equipment is, and will at all times remain, vested in Coca-Cola. Customer will have no right, title or interest in or to the Equipment, except to the quiet use of the Equipment in the ordinary course of its business as provided in this Agreement. Customer shall execute such title documents, financing statements, fixture filings, certificates and such other instruments and documents, as Coca-Cola shall reasonably request. Customer shall not transfer, pledge, lease, sell, hypothecate, mortgage, assign or in any other way encumber or dispose of any of the Equipment. **THE PARTIES AGREE, AND CUSTOMER WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COCA-COLA NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY.**

(c) Customer shall not hypothecate or attach the Equipment or allow the Equipment to be attached in such a manner as to become part of the realty as a fixture or otherwise, and Customer covenants and agrees to so maintain the same that it may be easily removed without damage to buildings or realty. Customer shall make no alteration in the Equipment or remove, deface, or alter any identification or trademarks appearing on the Equipment. All parts added to the Equipment through alterations, repairs, additions or improvements will constitute accessions to, and will be considered an item of the Equipment and title to such will immediately vest in Coca-Cola. Upon any termination or expiration of this Agreement, Customer shall return the Equipment to Coca-Cola in as-received condition, reasonable wear and tear excepted.

(d) Customer shall pay Coca-Cola the discounted monthly rental payment as agreed on the first day of each month. Payment shall be made to Coca-Cola at 12634 South 265 West, Draper, Utah 84020, or to such other place the Lessor may designate in writing. Such discounted rental is offered based on Customer's agreement to use the Equipment only for the sale of Products produced or distributed by Coca-Cola. If for any reason Products are purchased from anyone other than Coca-Cola, in addition to its rights set forth herein, Coca-Cola may charge Customer the following additional fees:

(i) An additional charge of XXXX per month on Coca-Cola owned Equipment for the entire month in which Customer is in noncompliance.

(ii) An additional charge of XXXX per service call.

(e) Customer acknowledges that the rent set forth herein does not fully compensate Coca-Cola for its expenses in providing the Equipment, and that Coca-Cola provides the Equipment to

Customer for the purpose of exclusively dispensing Coca-Cola Products. Customer acknowledges that the Equipment bears Coca-Cola Product trademarks, logos and slogans that advertise to consumers the Products sold by Coca-Cola and the availability thereof. In order to protect Coca-Cola's licensed trademarks, name, reputation and goodwill with consumers, Customer agrees to ensure that Coca-Cola trademarked Products are always available through the Equipment and that no non-Coca-Cola Products are ever made available through the Equipment except as otherwise permitted under this Agreement.

(f) Customer shall use the Equipment only at the Location(s) specified above and shall not at any time remove the Equipment from such place except in returning the same to Coca-Cola or except as may be permitted by Coca-Cola in writing.

(g) Risk of loss, damage or destruction of the Equipment will be borne solely by Customer from the time the Equipment is delivered to Customer until returned to and accepted by Coca-Cola.

(h) Customer is responsible for any federal, state and/or local sales, excise, property or other taxes and licenses related to the Beverage Products and Equipment. Customer warrants that the Beverage Products purchased from Swire are solely for the purpose of resale.

(i) Customer and Coca-Cola will agree on the location of the Vending Machines. If Customer needs to move any of the Vending Machines from where such machines are originally placed pursuant to this Agreement, or from any subsequent locations, Customer will notice Coca-Cola and Coca-Cola will arrange to move the Vending Machines. Customer will not move the Vending Machines. Coca-Cola will supply and stock the Vending Machines with Products for sale to consumers on a regular basis.

6. **SERVICE PROGRAM:** Coca-Cola agrees to service and maintain the Equipment during the Term and to provide service calls at the discounted rate to Customer of XXXX, so long as Customer uses the Equipment only for the sale of Products produced or distributed by Coca-Cola and provided such service calls are not the result of Customer's negligence. All service calls must be exclusively handled by Coca-Cola and through Coca-Cola's service dispatch.

7. **ANNUAL VOLUME:** The annual Product volume shall be no less than: XXXX cases of bottle/can Products purchased directly from Coca-Cola per year. Should the annual volume fall below such number, Coca-Cola may terminate the Agreement

8. **BUSINESS REVIEW:** Coca-Cola shall have the right during Customer's regular business hours to inspect the Equipment and to review all records that relate to the Equipment. Coca-Cola may conduct account business reviews with Customer on a quarterly or annual basis to review the mutual commitments agreed to as specified in this Agreement. Additionally, Coca-Cola may also review any opportunities in the Customer's Location(s) to increase sales.

9. **DEFAULT:** In addition to Coca-Cola's rights stated in the Agreement, Coca-Cola may terminate this Agreement forthwith upon the occurrence of any of the following events of default:

(a) Customer fails to make any lease payment hereunder within 5 days after it is due;

(b) The Equipment is moved from the Location(s) specified above without Coca-Cola's written consent;

(c) Customer transfers, lends, subleases, or encumbers the Equipment or attempts to do so;

(d) The Equipment is levied, seized, or attached; whether by operation of law or otherwise;

(e) Customer fails to perform or comply with any one or more of the material terms, conditions, or provisions hereof other than the payment of rent, and such failure to comply or perform continues for 10 days after notice from Coca-Cola;

REDACTED PRICING AND SENSITIVE BUSINESS INFORMATION

(f) Customer is adjudicated insolvent by a court or tribunal, files a voluntary petition in bankruptcy, enters into an arrangement with its creditors, applies for or consents to the appointment of a receiver or trustee of itself or its property, makes an assignment for the benefit of creditors, suffers or allows entry of an order adjudicating it bankrupt or insolvent, or appointing a receiver or trustee of itself or its property.

10. REMEDIES: If Customer breaches any term or condition of this Agreement, Coca-Cola shall have the right to exercise any one or more of the following remedies:

(a) To terminate the Agreement;

(b) To declare the entire lease amount hereunder immediately due and payable, without notice to or demand of Customer;

(c) To sue for and recover all lease payments and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment;

(d) To take possession of any or all Equipment without demand or notice, wherever the same may be located, without any court order or other process of law. Customer hereby waives any and all damages occasioned by such taking of possession unless caused by Coca-Cola's gross negligence or willful misconduct.

(e) To pursue any other remedy at law or in equity.

11. NO WARRANTIES; CUSTOMER ACKNOWLEDGES THAT COCA-COLA IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COCA-COLA HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE OF THE EQUIPMENT WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL, OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COCA-COLA SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS BASED UPON OR ARISING OUT OF INJURY TO PERSON OR PROPERTY IN ANY WAY RELATING TO THE INSTALLATION, USE, OR OPERATION OF THE EQUIPMENT, EXCEPT ARISING SOLELY OUT OF COCA-COLA'S GROSS NEGLIGENCE. IN NO INSTANCE SHALL COCA-COLA BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE, OR USE OF ANY EQUIPMENT OR OTHERWISE.

12. NO ASSIGNMENT: Customer may not assign this Agreement without the prior written consent of Coca-Cola, which may be withheld for any reason.

13. EARLY TERMINATION OF AGREEMENT: In the event the Agreement is terminated for any reason prior to the end of the Term Customer agrees to promptly return the Equipment and to immediately refund to Coca-Cola in cash the cash value of all consideration provided by Coca-Cola to Customer pursuant to Section 4 of this Agreement (other than Performance Based Funding), pro-rated to reflect the remaining portion of the Term.

14. ENTIRE AGREEMENT: This Agreement is the full agreement, and no collateral agreement will become a part hereof and be binding upon the parties hereto unless in writing and properly signed by duly authorized officers of the parties. For avoidance of doubt, the terms of this Agreement take precedence over any national plan or agreement in which Customer or its concessionaire might otherwise participate.

15. REPRESENTATION: Customer represents that the execution of this Agreement will not result in a breach of any other agreement, including without limitation an exclusive agreement with any other beverage manufacturer or supplier.

16. RIGHT OF NEGOTIATION AND FIRST REFUSAL: For sixty (60) days immediately prior to the end of the Term, Customer agrees to negotiate in good faith exclusively with Coca-Cola for its beverage Product needs. If no agreement is reached, Customer may negotiate with another manufacturer or distributor of Products but shall not enter into an agreement with the other manufacturer or distributor on more favorable terms than those offered by Coca-Cola without giving Coca-Cola a copy of the competitive offer and thirty (30) days to match the competitive offer. If Customer presents a competitive offer to Coca-Cola and Coca-Cola matches the competitive offer, the parties will enter an agreement based on the terms of that competitive offer. If Coca-Cola does not match the competitive offer within such thirty (30) days and Customer enters into an agreement with another manufacturer or distributor or sponsor, this right of first refusal shall expire.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Park City Municipal Corporation

Customer Signature

Printed Name of Customer Representative

Dated: _____

Swire Coca-Cola, USA Signature

Dated: _____

APPENDIX "A"

Customer will be charged XXXXXXXXXXXXXXXX for can product and XX. XX All pricing terms are subject to yearly price increases. Additionally, in the event Coca-Cola is subject to extraordinary increases in cost of fuel, materials, and other products necessary for the manufacture and distribution of the Products, Coca-Cola may increase any pricing terms to reflect the increase in costs.

Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: Logan Jones

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the Placement of Donated Benches along the Bloods Lake Trail, in the City-Owned Bonanza Flat Open Space Parcel

Suggested Action:

City Council should review and approve the attached Donation Application for placing three benches along the Bloods Lake Trail, in the City-Owned Bonanza Flat Open Space parcel.

Attachments:

[Bloods Lake Trail Bench Donations Staff Report](#)

[Exhibit A: Donation Application](#)



City Council Staff Report

Subject: Administrative Policy: Community Donations

Author: Logan Jones

Department: Sustainability

Date: April 16, 2020

Type of Item: Consent - Administrative

Recommendation

City Council should review and approve the attached Donation Application (Exhibit "A") for placing three benches along the Bloods Lake Trail, in the City-Owned Bonanza Flat Open Space parcel.

Background

In June 2011, Council adopted a City donation policy for community service and private donations on City property. On February 6, 2020, Mountain Trails Foundation, submitted a donation application for three benches on the City's Bloods Lake Trail, located in the Bonanza Flat Open Space.

Analysis

The City's donation policy requires City Council notification and approval for projects located on certain city properties. The open space parcel, Bonanza Flat, is considered as a 'Tier III' location and must be approved in a regular session meeting. The parcel does have a third party conservation easement, held by Utah Open Lands. Benches are an allowed use as a 'trail related improvement' per the conservation easement. Staff and Utah Open Lands will work together with the donor to finalize exact placements for the benches.

The applicant provided details associated with the project, bench size and general desired locations. Staff finds the bench is consistent with the policy and provides a benefit to the public utilizing the open space and trail. The value of the donation is under \$5,000 and consistent with the notification of an asset to the Finance Department.

Departmental Review

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

Staff Recommendations:

City Council should review and approve the attached Donation Application (Exhibit "A") for placing three benches along the Bloods Lake Trail, in the City-Owned Bonanza Flat Open Space parcel.

Attachments

- A. Exhibit "A": Donation Application

(Exhibit B)

Written Proposal

Date: 12/17/19

Applicant: Mountain Trails Foundation

Address: 1665 Bonanza Drive P.O. Box 754

Phone: 435 513 8710

Email: charlie@mountaintrails.org

Scope of donation(s) *(Why and what are you submitting for this request?)*

We are planning on installing 3 stone benches along the Bloods Lake Trail on Bonanza Flat.

These benches will be paid for and installed by Mountain Trails trail crew in the summer of 2020.
These benches will have small plaques with a nature styled message and will note the donor

Location *(Where are you proposing to donate the item(s)? maps, photos are encouraged. Please be specific)*

These benches will be installed along the Bloods Lake Trail on Bonanza Flat. The benches will be

Placed in three different scenic location about equal distance apart on the way to Bloods Lake

Type of Donation *(Please provide size, shape, materials, quantity of*

*donation.)*The benches are about five long and made of stone and will have backs on them. There will be three benches total.

Approximate Cost of Donation

\$4500.00 for all three benches installed.

(Exhibit C)

Donation Letter of Intent

The following guidelines are provided for the installation, construction or placement of any donation:

1. Project and Process

This donation agreement shall be appurtenant to the following location and project: Bloods Lake trail

2. Funding

All costs including initial installation, labor and materials are the responsibility of the donor. All donations with an estimated value over \$5000 need to be reported to the Finance Department.

3. Installation

Park City Parks Department will oversee and provide for the installation of all donations. Donations requiring installation services outside of the Parks Department's regular duties may require an outside contractor at the applicant's expense. Furthermore, the Parks Department shall approve final locations and the installation timeline for all donations.

4. Location

PCMC reserves the right to amend and/or reject any location provided by the applicant, based on Any existing agreements, regulations or deeds, scope, proposal, easements, utilities, existing structures, quality and/or quantity of an object(s), size, maintenance, public safety, relationship to the natural environment, users of the proposed site, future development plans, landscape design, existing infrastructure, proximity to other donations, environmental concerns, visibility and accessibility and if the item is identified on the PCMC "Donations List." Unless specifically agreed to in writing, the City may, at any future date, elect in its sole discretion to remove or relocate the donation. No permanent right, title, or interest of any kind shall vest in the Donor's behalf by virtue of this agreement.

5. Vandalism & Maintenance

All normal maintenance costs are at the City's expense, however, no special maintenance and/or replacement will be undertaken. Special maintenance shall be defined as exceeding normal maintenance as determined and provided by the Parks Department. Payment will be made by check payable to Park City Municipal Parks Department. The Parks Department will replace a tree within one year of the planting of the tree but will not be responsible after two years. The City reserves the right to relocate any donation.

6. Plaques

No upright, free standing signs or plaque donations are allowed without City Council approval. The City will allow at specified sites an engraved (12" x 8") 96 square inch or smaller engraved flat stone that can be placed at the foot of a donation. Other items may have a plaque placed or engraved. These Plaques/engravings will be (4" x 4") 16 square inches in size. Other details such as materials and wording must be approved by the City as part of the written proposal.

7. Materials

All donated benches and species of trees must be approved by the Parks Department. Materials or items not specified within this document will be reviewed and approved by the City Engineer. Trees may only be planted between May 15th to October 1st; weather permitting approved and coordinated with the Parks Department.

8. Liability

In no event shall the City be liable for value or tax assertions/claims by the Donor. The Donor(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from any person, entity or corporation, resulting from the Donor's use of the City property or right-of-way for installation purposes, or arising from the Donor's performance or improvement/item donated pursuant to this policy.

9. Other

This agreement shall be in effect for the life of the donated item in accordance with generally applicable standards administered by the Finance Department.

Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: Logan Jones

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Concessionaire Agreement, in a Form Approved by the City Attorney, with Jans Ltd. dba "White Pine Touring", to Operate the Nordic Center at the Park City Municipal Corporation Golf Course and Provide Cross Country Grooming Services on City-Owned Property

Suggested Action:

Authorize the City Manager to enter into a concessionaire agreement, in a form approved by the City Attorney, with Jans Ltd. DBA "White Pine Touring", to operate the Nordic Center at the Park City Municipal Corporation Golf Course and provide cross country grooming services on city-owned property.

Attachments:

[Golf Course Concessionaire Approval 2020 Staff Report](#)

[Exhibit A: 2020 Concessionaire Agreement](#)



City Council Staff Report

Subject: Golf Course Concessionaire Agreement 2020
Author: Heinrich Deters & Logan Jones
Department: Sustainability
Date: April 16, 2020
Type of Item: Consent - Award of Contract

Recommendation

Authorize the City Manager to enter into a concessionaire agreement, in a form approved by the City Attorney, with Jans Ltd. DBA "White Pine Touring", to operate the Nordic Center at the Park City Municipal Corporation Golf Course (PCMGC) and provide cross country grooming services on city-owned property.

Background

Since 1981, Park City Municipal Corporation (PCMC) has worked with a local vendor to provide a world-class cross-country skiing venue on PCMGC and open spaces. White Pine Touring has been the sole vendor to provide this amenity for residents and visitors. In 2002, White Pine Touring merged with Jans LTD. In April 2019, the 10 year (five year with five year extension) concessionaire agreement with Jans LTD expired.

In September, 2019, after adjusting known inefficiencies of the previous concessionaire agreement (including insufficient rent, and maintenance responsibilities), staff advertised a request for proposals (RFPs) for a Cross Country Skiing Operation Concessionaire for the 2019/2020 season. Jans LTD was awarded the agreement which expires on April 5, 2020.

On January 30, 2020, staff held a work session with council to approve the proposal for an additional 3km of Nordic trails on golf course holes five and six of PCMGC, and the recently purchased Armstrong Snow Ranch Pastures (ASRP). Additionally, Council supported adding considerations to provide discounted season passes for residents living within the Park City School District Boundaries in the upcoming RFP process.

Staff advertised a winter concessionaire RFP on February 24, 2020. Upon RFP closure, staff received one (1) proposal from Jans LTD. After RFP closure, a selection committee met to review the proposal and determined that Jans LTD remained qualified to hold the concessionaire agreement.

Analysis

PCMC owns and operates the golf pro shop and golf course. It allows private concessionaires the ability to utilize the shop and course to operate a cross-country concessionaire during the winter months, typically November 15 to April 1. This concessionaire agreement had not been revisited during the previous agreement held from 2009 to 2019.

After multiple discussions with Council and the PCMC Golf Team, staff feels that the agreement has been sufficiently updated to reflect Council's goals and objectives. Below is a review of the changes that were addressed in 2019 and early 2020, all of which will be included in the 2020 concessionaire agreement if approved by Council.

Concessionaire terms and agreement

Prior to releasing the 2020 RFP, Sustainability, Parks and Golf staff reviewed the 2019 concessionaire agreement, which was adjusted to cover known costs. Staff updated the 2020 terms to reflect increases to HOA and snow removal fees. Fees are now as follows:

- Monthly fees:
 - o Rent, HOA fee, snow removal, utilities etc.: Increased to \$4,974.00 from \$4,302.00 in 2019 agreement
- Yearly Fees (remain unchanged from 2019 agreement):
 - o Spring maintenance of the golf course & costs associated with city staff opening and closing the pro shop: \$3,150.00
 - o 5% of gross track pass sales

In addition to the fee adjustments, the concessionaire will be required to provide a locals season pass discount to residents inside Park City School District boundaries. The discounted rates are set by the concessionaire. Below is a chart with an overview of discount passes.

Pass Type	Locals Rate (Before 6/30)	Locals Rate (Before 7/31)	Locals Rate (Before 10/31)	Regular Season Rate
INDIVIDUAL PASS	\$ 150.00	\$ 165.00	\$ 195.00	\$ 295.00
% Discount from Regular Season Rate	49%	44%	34%	
FAMILY PASS	\$ 250.00	\$ 265.00	\$ 295.00	\$ 430.00
% Discount from Regular Season Rate	42%	38%	31%	

Conclusion

Under the adjusted terms of the 2019 concessionaire agreement, the City is guaranteed revenue while at the same time expanding recreation, which ensures the Golf Enterprise Fund is not financially impacted by the concessionaire program. Further, depending on the success of the vendor's track pass sales, the Golf Enterprise fund will receive revenue for costs which may not be anticipated or for future improvements in the Golf facility.

The proposed vendor has reviewed these costs with staff and is supportive with the changes.

Attachments

- A. Exhibit "A": 2020 Concessionaire Agreement

EXHIBIT "A"

CONCESSION AGREEMENT**CROSS COUNTRY SKIING AT THE PARK CITY GOLF CLUB AND MCPOLIN FARM OPEN SPACE**

This AGREEMENT is made by and **between PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation ("City") and Jans Ltd. a Utah corporation ("Concessionaire") d.b.a. White Pine Touring, collectively, the City and the Concessionaire are referred to as (the "Parties), to set forth the terms and conditions under which Concessionaire will operate a cross country skiing operation on certain property owned by the City in Park City, Utah.

The Parties agree as follows:

1. **PROPERTY.**

The property subject to this Agreement is the Park City Golf Club Shop located at 1541 Thaynes Canyon Dr., Park City, Utah, the Armstrong Snow Ranch Pastures and the McPolin Farm Open Space, described on **Exhibit "A"** attached hereto and made a part hereof.

2. **TERM.**

The term is to begin on **November 15, 2020**, and terminate on **April 1, 2025**, unless terminated earlier as provided herein. Upon termination, this agreement may be extended by mutual written agreement for an additional five (5) year term subject to approval as required by the City Council. City may terminate this agreement upon thirty (30) days prior written notice to Concessionaire if the space is required for municipal or other purposes. Upon termination by City, City will refund the rent to Concessionaire on a pro rata basis.

3. **RENT/FEES**

A. Monthly Fees

- i. The Parties agree the monthly fees due the City shall be Four Thousand Nine Hundred and Seventy Four Dollars (\$4,974.00) per month (hereinafter called "Monthly Fees"). This will be due by the last day of each month during the term of the Agreement. November and April will be prorated to equal amount of days in shop. This space will be the golf pro shop and office space located in the Hotel Park City building (approximately 1,778 square feet), and the yurt (706 square feet) located on the Hotel Park City property.

ii. All checks shall be sent to the below address, no later than the last day of every month that rent is due:

1. Park City Municipal Golf Course
P.O. Box 1480, Park City, UT, 84060

B. Yearly Fees

i. The Parties agree the one time yearly fees due annually to the City shall consist of two parts:

1. Fees associated with closing and opening the golf pro shop shall be Three Thousand One Hundred Fifty Dollars (\$3,150.00) per year.
2. Fees associated with track pass sales shall be five percent (5%) of gross track sales.

a. Percentage fee. Gross track sales shall be calculated by the Parties and payment remitted by June 15 of each annual rental period. Pre-season track pass sales, including season passes and 10 punches passes, etc., shall be included in the calculation of the percentage and shall be remitted to the City as part of the gross track sales records and financial statements. A sales report breakdown of pass types and quantities shall be provided with the fee. Additionally, where applicable, zip code data associated with pass sales shall be provided.

b. "Gross Track Sales" as used herein is hereby defined to mean the total amount in dollars of all track passes and season pass sales, whether for cash or credit. Gross Track Sales shall not include any sum collected for any sales, use or gross receipts tax imposed by any federal, state, municipal or other governmental authority directly on sales to customers and paid by Concessionaire to such governmental authorities.

3. All checks for yearly fees shall be sent to the below address no later than June 15 of each annual rental period:

- a. Park City Municipal Golf Course
P.O. Box 1480, Park City, UT, 84060

C. Financial Statements.

- i. No later than June 15 of each annual rental period, Concessionaire shall furnish City a written income statement certified by the Concessionaire's CPA of annual gross receipts.

4. SCOPE OF SERVICES

A. Retail and Rental Operations of Services:

- i. Dates of Cross Country Operation shall be from approximately November 15 to April 1 each year during the term on this agreement (conditions/weather allowing).
- ii. Hours of Operation shall be no less than 9:00 a.m. to 4:00 p.m. seven (7) days a week.
- iii. Services shall include equipment rentals, equipment maintenance, track pass sales, retail sales, lessons, tours and track maintenance (including snowshoe trails).

B. Rented Space:

- i. Operations and maintenance of the golf course retail space plus office space: Approximately 1,778 square feet.
- ii. The operations and maintenance of yurt space: Approximately 706 square feet.
 1. Concessionaire shall maintain stairs, decks, ramps, railings, footers, etc., associated with the yurt space. Maintenance shall include maintaining a coat of stain on all outside surfaces.
 2. Concessionaire is responsible for any repairs, maintenance and/or replacement of the yurt and associated parts/materials.
 3. If requested, Concessionaire shall be responsible for the removal/storage of the yurt. Additionally, Concessionaire shall be responsible for the installation of the yurt in approved location.

C. Grooming Operations

- i. Grooming course and trails includes a minimum of twenty five (25) kilometers of professionally groomed trails, with a minimum 10 foot wide skate lane in addition to classic tracks when snow depth allows. The areas are more specifically defined as:
 1. Three (3) kilometers on holes one, two, three, four, seven, eight and nine

2. Three (3) kilometers on holes five, six and the Armstrong Snow Ranch Pastures Open Space
 3. Five (5) kilometers on holes 10 through 18
 4. Fourteen (14) kilometers on the McPolin Farm and other surrounding open spaces.
 5. A snowshoe trail must also be marked and maintained.
- ii. The City requires a minimum snow cover before any snow grooming or packing may commence. They are as follows:
1. Four inches on the three (3) kilometer track on holes one, two, three, four, seven, eight and nine
 2. Four inches on the three (3) kilometer track on holes five, six and the Armstrong Snow Ranch Pastures Open Space
 3. Four inches on the five (5) kilometer track on holes 10 through 18.
 4. Twelve inches on the 14 kilometer track on the McPolin Farm and other surrounding open spaces.
- iii. The golf course property has limits on where the cross track can be set.
1. Three kilometer track on holes one, two, three, four, seven, eight and nine - The track must be set in the rough with a maximum of 3 fairway crossings. The location of each fairway crossing must be approved by City staff.
 2. Five kilometer track - The track must be set in the rough and only 1 fairway crossing is allowed.
 3. Fourteen kilometer track - Has no routing restrictions.
- The City will approve the track layout prior to season opening and before track packing or setting can begin.
- iv. Services provided by the City are as follows:
1. Final approval of track staking of full 25K track.
 2. Roping off of all greens and tees.
- v. Concessionaire shall be responsible for any damage to golf course and associated infrastructure.
- vi. The Concessionaire has no authority to cut any branches or limbs from trees on the golf course or farm property without prior written permission of the City.

5. USE OF THE PREMISES.

The premises shall be used only for the purpose of cross country skiing and associated retail and rentals.

6. RECORDS AND INSPECTIONS.

- A. The Concessionaire shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Concessionaire shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Concessionaire shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Concessionaire shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Concessionaire's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Concessionaire pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Concessionaire. Any materials for which Concessionaire claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and

accompanied by a concise statement from Concessionaire of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Concessionaire of any requests made for disclosure of documents submitted under a claim of confidentiality. Concessionaire specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

7. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Concessionaire/City relationship will be created by this Agreement. No agent, employee, or representative of the Concessionaire shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Concessionaire are not entitled to any of the benefits the City provides for its employees. The Concessionaire will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Concessionaire is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

8. CONCESSIONAIRE EMPLOYEE/AGENTS.

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

9. HOLD HARMLESS INDEMNIFICATION.

- A. The Concessionaire shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement

and/or the Concessionaire's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Concessionaire; and provided further, that nothing herein shall require the Concessionaire 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 Concessionaire expressly agrees that the indemnification provided herein constitutes the Concessionaire's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Concessionaire claims or recovers compensation from the City for a loss or injury that Concessionaire would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

10. **INSURANCE**

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

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

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

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily

injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Concessionaire agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Concessionaire warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Concessionaire, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Concessionaire including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Concessionaire and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

- F. Should any of the above described policies be cancelled before the expiration date thereof, Concessionaire shall deliver notice to the

City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- G. The Concessionaire'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.
- H. For any claims related to this Agreement, the Concessionaire's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it.

11. TREATMENT OF ASSETS.

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

12. COMPLIANCE WITH LAWS AND WARRANTIES.

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

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

13. NONDISCRIMINATION.

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

14. ASSIGNMENTS/SUBCONTRACTING.

- A. The Concessionaire shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Concessionaire not less than thirty (30) days prior to the date of any proposed assignment. The City

reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.

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

15. **CHANGES.**

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

16. **POLITICAL ACTIVITY PROHIBITED.**

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

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

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of

administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

18. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Concessionaire is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 15, or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

19. TERMINATION.

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

20. **NOTICE.**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 19 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

21. **ATTORNEYS FEES AND COSTS.**

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

22. **JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

23. **SEVERABILITY AND NON-WAIVER.**

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

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

24. **ENTIRE AGREEMENT.**

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

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

JANS LTD, a Utah corporation
1800 Park Avenue
P.O. Box 280
Park City, UT 84060

Tax ID#: 97-0363244
PC Business License#: B-007325

Signature

Printed name

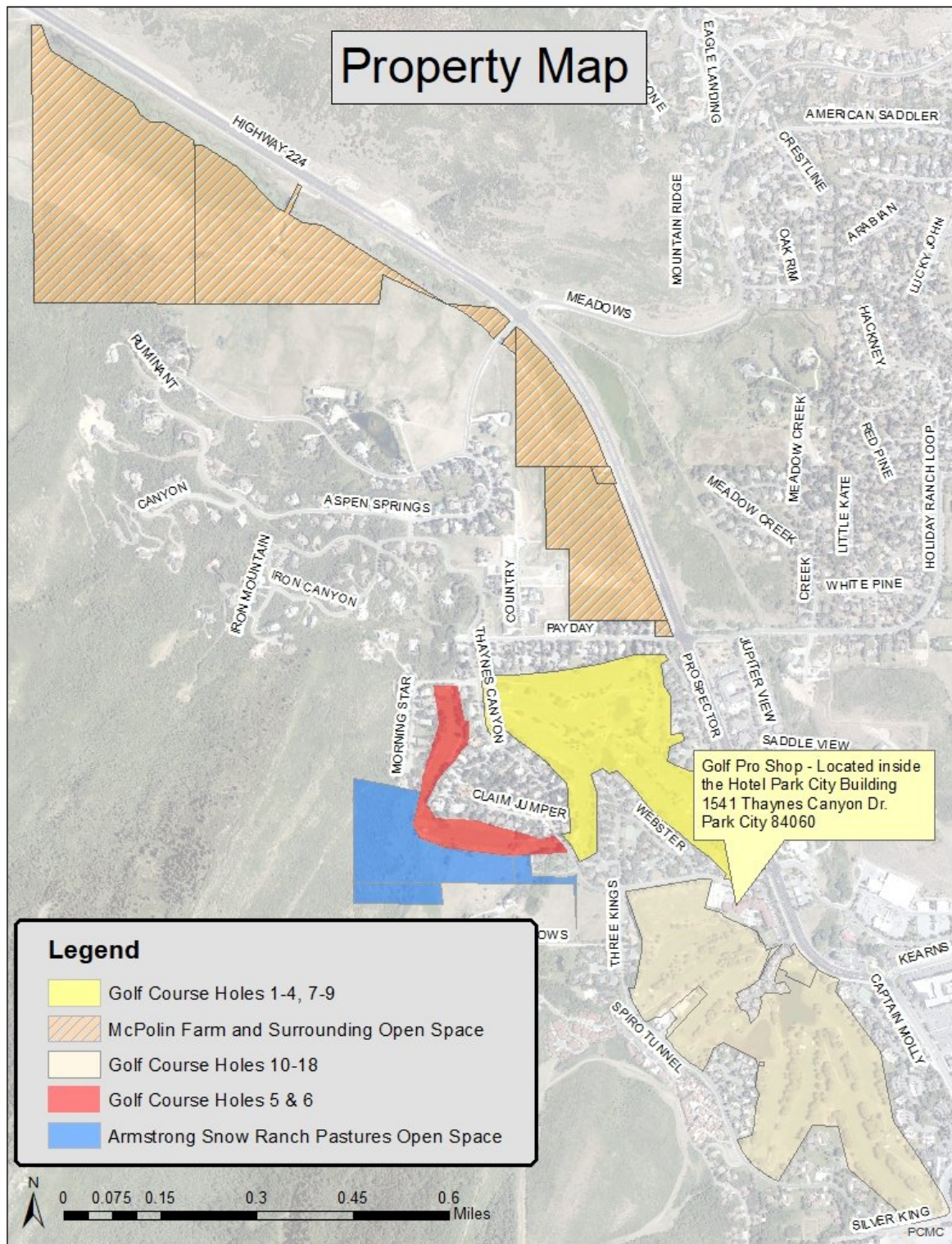
Title

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this ____ day of _____, 2020, 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 Jans Ltd. a Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for Jans Ltd. a Utah corporation.

 Notary Public

Exhibit "A"





City Council Staff Report

Subject: Land Management Code Amendments
Author: Liz Jackson, Planner
Department: PL-20-04463
Date: April 16, 2020
Type of Item: Legislative – Land Management Code Amendments for Solar Energy Systems

Summary Recommendation

Staff recommends that the City Council review the proposed Land Management Code (LMC) Amendments to address pitched roof-mounted Solar Energy Systems in the Historic Districts (H-Zoning Districts) by amending [LMC 15-5-5](#) Architectural Design Guidelines, open a public hearing, and consider approving said Amendments.

Executive Summary

Staff is proposing to amend the Land Management Code (LMC) to expand the allowed location area of roof-mounted Solar Energy Systems in the Historic Districts. These LMC amendments further the goals of the General Plan and Historic District Design Guidelines while also lessening the restrictions on Solar Energy Systems' roof locations. These amendments are for pitched roofs, and not flat roofs. The City has received feedback from the architecture, solar, and contractor industries requesting that staff review [LMC 15-5-5\(G\)\(3\)\(b\)\(3\)](#) which requires that rooftop Solar Energy Systems be located at least one foot (1') from the eave of the roof and consider removing said restriction from the LMC.

Description

Proposal: LMC amendments to better address Solar Energy Systems in the Historic Districts
Applicant: Planning Department
Location: Historic Zoning Districts [Historic Residential Low-Density (HRL); Historic Residential (HR-1); Historic Residential (HR-2); Historic Residential-Medium Density (HRM); Historic Recreation Commercial (HRC); Historic Commercial Business (HCB)]
Reason for Review: LMC Amendments require Planning Commission review, public hearing, and recommendation plus City Council review, public hearing, and final action.

Proposal

Planning staff and the Sustainability team are proposing the following changes to LMC 15-5-5 Architectural Design Guidelines in order to:

- Maintain the character defining features and historic character of the Historic Districts.

- Foster greater consistency and clarity in the LMC to encourage and promote the installation of building-mounted Solar Energy Systems by providing less restrictive location standards.

Background

The amendment to [LMC 15-5-5\(G\)](#), regarding Solar Energy Systems, was unanimously approved by the City Council on May 31, 2018 as Ordinance 2018-27 (see Exhibit B). See staff report from the May 31, 2018 City Council meeting linked [here](#) and minutes linked [here](#), beginning on page 12. The proposed LMC changes include review criteria for the Planning Director or designee to vary the design standards for Solar Energy Systems in order to increase efficiency ratings.

Based on the feedback received – staff has reviewed LMC 15-5-5(G). Staff has determined that there is no Fire or Building Code based reason to have the requirement of a minimum one foot (1') distance from edge of eave that currently exists in LMC 15-5-5(G)(3)(b)(3). The Design Review Team has reviewed the proposed LMC Amendment for consistency with the Design Guidelines for Historic Districts and Historic Sites.

The Historic Preservation Board (HPB) reviewed the proposed amendments at the March 4, 2020 meeting, and forwarded a positive recommendation to the Planning Commission. Meeting audio is linked [here](#), and staff report is linked [here](#). Staff requested the HPB to provide input on the proposed LMC amendments that will impact Historic Structures, as well as the H-Districts. Per [LMC 15-11-5](#), the Historic Preservation Board (HPB) may provide input to staff, the Planning Commission, and City Council on ordinances pertaining to the Historic Districts and Historic preservation. The Planning Commission reviewed the proposed amendments at the March 11, 2020 meeting, and forwarded a unanimous positive recommendation to the City Council. Meeting audio is linked [here](#) and staff report is linked [here](#). This item was scheduled for the March 26, 2020 City Council meeting, which was cancelled and rescheduled for April 16, 2020.

Purpose

The Purpose of [LMC 15-5-5 Architectural Design Guidelines](#) is to foster good design within the constraints imposed by climate, land ownership patterns, and a Compatible architectural theme. The proposed LMC amendments further these goals while seeking to find a balance between visual impacts on the Historic Districts and encouraging sustainable energy solutions by allowing Solar Energy Systems.

Analysis

Staff, including the Planning Director, Chief Building Official, and Fire Marshal, reviewed this possibility of allowing the edges of rooftop Solar Energy Systems to have no distance requirement from the roof eave, and has found no evidence that the one foot (1') distance is necessary from a safety or design perspective. This review concluded that a Solar Energy System's extension to the eave could reduce ice damming, due to the System covering roof area where there is potential ice build-up.

Although staff finds it important to minimize the visual impact of these systems within the Historic Districts, there is little to no concern that allowing the Solar Energy Systems to extend to the roof eave will have a negative impact on the streetscape, neighboring properties, or the Historic Districts. The Design Review Team has reviewed the proposed LMC Amendment for consistency with the Design Guidelines for Historic Districts and Historic Sites. Staff has removed the to the wording of LMC section 15-5-5(G)(3)(b)(3) that currently reads “The Solar Energy Systems shall be located at least one foot (1’) from the eave of the roof” and updated the existing image depicting an example of the minimum distance requirements will be replaced with a clearer image in LMC section 15-5-5(G)(3)(b). See Exhibit A, Attachment A for these redlines. The Task Force participants also indicated that there was no concern from their professional experience, to allow Solar Energy Systems to extend to a roof eave’s edge.

Process

Amendments to the Land Management Code require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per [LMC 15-1-18](#).

Department Review

Planning, Sustainability, Building, Engineering, and Legal Departments have reviewed this report.

Notice

On February 20, 2020, legal notice of a public hearing was posted in the required public spaces, on the www.utah.gov public noticing website, and on the Park City website. On February 22, 2020, legal notice of a public hearing was published in the Park Record and posted in the required public spaces. Affected Entities were also mailed a public hearing notice on February 19, 2020. This is per [LMC 15-1-7](#).

Public Input

Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of LMC amendments. The public hearing for these amendments was properly and legally noticed as required by the LMC. No public input has been received as of the date of this report.

Summary Recommendations

Staff recommends that the City Council review the proposed Land Management Code (LMC) Amendments to address pitched roof-mounted Solar Energy Systems in the Historic Districts (H-Zoning Districts) by amending [LMC 15-5-5](#) Architectural Design Guidelines, open a public hearing, and consider approving said Amendments.

Attachments

Exhibit A – Proposed Ordinance
Exhibit B – Ordinance 2018-27

Exhibit A – Proposed Ordinance

Draft Ordinance 2020-19

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, CHAPTER 15-5-5 ARCHITECTURAL DESIGN GUIDELINES.

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code and identifies necessary amendments to address planning and zoning issues that have come up in the past, and to address specific Land Management Code issues raised by the public, Staff, and the Commission, and to align the Code with the Council's goals and implementation of the General Plan; and

WHEREAS, the City's goals include preservation of Park City's character regarding Old Town improvements, historic preservation, sustainability, affordable housing, and protecting Park City's residential neighborhoods and commercial districts; and

WHEREAS, Park City was originally developed as a mining community and much of the City's unique cultural identity is based on the historic character of its mining era buildings; and

WHEREAS, these buildings are among the City's most important cultural, educational, and economic assets;

WHEREAS, February 20, 2020, legal notice of a public hearing was posted in the required public spaces, on the Utah public noticing website, and on the Park City website as required by the Land Management Code;

WHEREAS, February 22, 2020, legal notice was published in the Park Record as required by the Land Management Code; and

WHEREAS, the Planning Commission conducted a public hearing at the regularly scheduled meeting on March 11, 2020, and forwarded a recommendation to the City Council; and

WHEREAS, the City Council conducted a public hearing at its regularly scheduled meeting on April 16, 2020; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the Park City General Plan and to be consistent with the values and identified goals of the Park City community and City Council to protect health and safety, maintain the quality of life for its residents, preserve and protect the residential neighborhoods, and preserve the community's unique character.

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

SECTION 1. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 5 (General Provision and Procedures), Section 15-5-5. The recitals above are incorporated herein as findings of fact. Section 15-5-5 of the Land Management Code of Park City is hereby amended as redlined (see Attachment A).

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 16th day of April, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

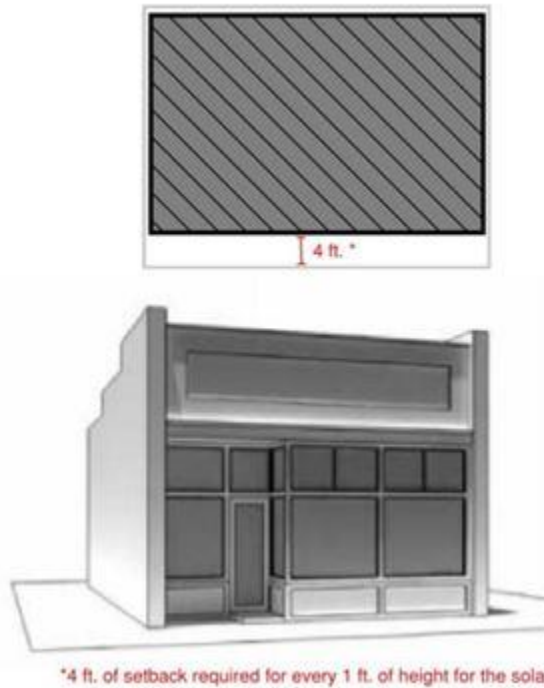
Attachment A – Redlined Section of LMC 15-5-5(G)(3)(b)(3) and LMC 15-5-5(G)(3)(b)(4) Solar Energy Systems

(...)

G. SOLAR ENERGY SYSTEMS. Any solar energy system shall be designed as follows:

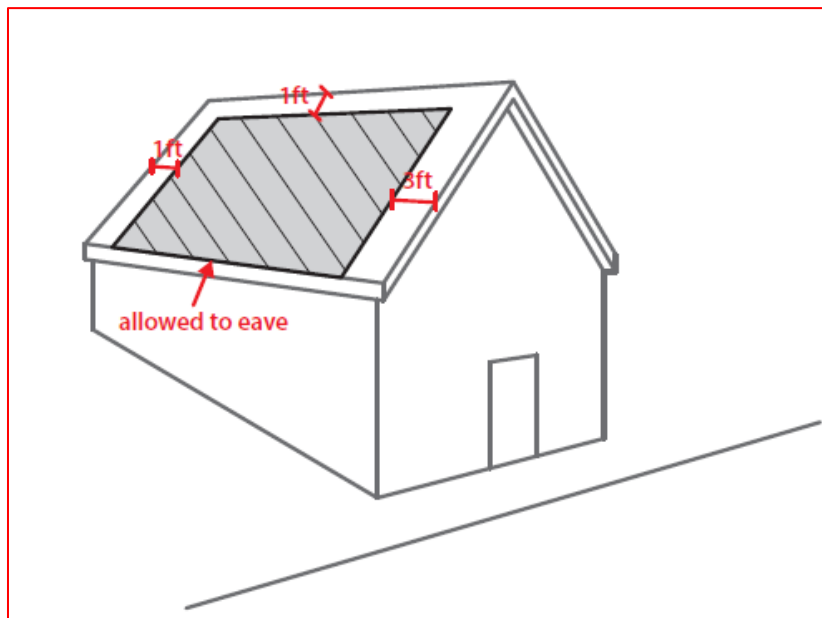
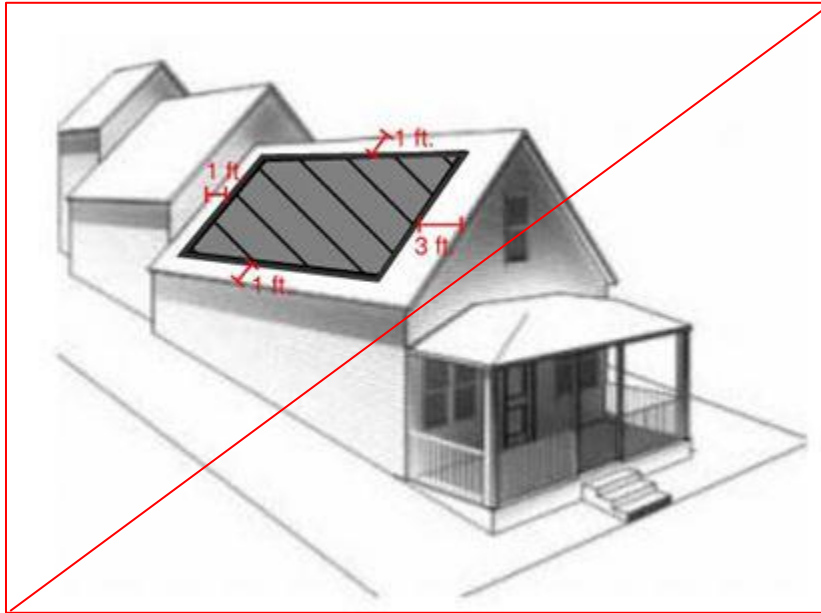
1. Solar Energy Systems shall be designed so as to be incorporated in the roof plan or architectural features of the structure to the best extent possible. Solar Energy Systems shall generally be mounted flush to the roof plane. In instances where due to the existing roof angle the panel needs to be angled from the roof plane for optimum solar gain, alternative designs may be considered upon review of a visual analysis and mitigation of visual impacts from surrounding properties.
2. Solar panels, solar devices, and Solar Energy Systems and mounting equipment shall use non-reflective finishes such as an anodized finish.
3. Solar energy systems in the Historic Districts are subject to the Design Guidelines for Historic Districts and Historic Sites and shall also meet the following:
 - a. On a Flat Roof, the Solar Energy System shall be mounted flush to the roof or on racks. When this is not possible, the Solar Energy System shall extend no more than five Feet (5') above the highest point of the roof. Solar Energy Systems shall be screened from view of the primary right-of-way by:
 1. An existing parapet along the street-facing facade that is as tall as the tallest part of the Solar Energy System; or
 2. Setting the Solar Energy System back from the edge of the roof facing the primary right-of-way at least four feet (4') for each one foot (1') of Solar Energy System height (including any necessary

racks).



- b. Solar Energy Systems are permitted on pitched roofs facing a rear or side lot line that is not visible from the right-of-way. The Solar Energy System shall be mounted flush on the pitched roof, with the system no more than one foot (1') from the surface of the roof at any point. Solar Energy Systems shall be screened from view of the primary right-of-way in the following ways:
1. The Solar Energy System shall be located at least one foot (1') from the ridgeline of the pitched roof.
 2. The Solar Energy System shall be located at least three feet (3') from the edge of the roof facing a right-of-way and one foot (1') from the edge of the roof facing the rear property line.
 3. ~~The Solar Energy Systems shall be located at least one foot (1') from the eave of the roof.~~

3. ~~4.~~ The Solar Energy System shall not alter the slope of the roof.



- c. Solar shingles and Propanel-type/standing seam integrated products may be appropriate on roof surfaces visible from the primary right-of-way in the Historic Districts when it can be shown that they are sized similar to conventional asphalt shingles or metal roofing. They shall be similar in color to roofing materials in the Historic Districts and shall possess an anti-reflective top coating, such as Tempered Glass Tefzel Glazing or titanium dioxide. All metal surfaces shall have a matte finish.
- d. Freestanding Solar Energy Systems shall meet all the setback requirements of an Accessory Building as outlined in the Historic zoning districts. They shall be installed in locations that minimize visibility from the

public right-of-way. These systems shall be screened from the public right-of-way with materials such as fencing or vegetation of suitable scale for the Historic District.

- e. Exceptions to the location and height of the Solar Energy System above the roof are subject to Planning Director approval based on a determination that:
 - 1. A professional experienced in energy-efficient construction has conducted an energy audit and the building has optimized its energy efficiency through other means; and
 - 2. The location of the Solar Energy System does not detract from the historic character of the site and/or the Historic District (by making the Solar Energy System a character-defining element of the building); and
 - 3. The application has demonstrated that the proposed plan will result in a net positive generation of 105% or greater.

(...)

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, CHAPTER 15-1-2 STATEMENT OF PURPOSE, 15-2.1 HISTORIC RESIDENTIAL-LOW DENSITY (HRL) DISTRICT, 15-2.2 HISTORIC RESIDENTIAL (HR-1) DISTRICT, 15-2.3 HISTORIC RESIDENTIAL (HR-2) DISTRICT, 15-2.4 HISTORIC RESIDENTIAL-MEDIUM DENSITY (HRM) DISTRICT, 15-2.5 HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT, 15-2.6 HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT, AND 15-15 DEFINED TERMS RELATED TO THE PURPOSES, LOT AND SITE REQUIREMENTS, BUILDING HEIGHT FOR SOLAR ENERGY, AND DEFINITIONS FOR SOLAR ENERGY SYSTEMS

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code and identifies necessary amendments to address planning and zoning issues that have come up in the past, and to address specific Land Management Code issues raised by the public, Staff, and the Commission, and to align the Code with the Council's goals and implementation of the General Plan; and

WHEREAS, the City's goals include preservation of Park City's character regarding Old Town improvements, historic preservation, sustainability, affordable housing, and protecting Park City's residential neighborhoods and commercial districts; and

WHEREAS, Park City was originally developed as a mining community and much of the City's unique cultural identity is based on the historic character of its mining era buildings; and

WHEREAS, these buildings are among the City's most important cultural, educational, and economic assets;

WHEREAS, April 7, 2018, legal notice was published in the Park Record as required by the Land Management Code; and

WHEREAS, the Planning Commission conducted a public hearing at the regularly scheduled meeting on April 25, 2018, and forwarded a recommendation to the City Council; and

WHEREAS, the City Council conducted a public hearing at its regularly scheduled meeting on May 31, 2018; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the Park City General Plan and to be consistent with the values and identified goals of the Park City community and City Council to protect health and safety, maintain the quality of life for its residents, preserve and protect the residential neighborhoods, and preserve the community's unique character.

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

SECTION 1. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 1 (General Provision and Procedures), Section 15-1-2. The recitals above are incorporated herein as findings of fact. Section 15-2-1 of the Land Management Code of Park City is hereby amended as redlined (see Attachment A).

SECTION 2. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.1 (Historic Residential-Low Density), Sections 15-2.1-3(G), 15-2.1-3(I), and 15-2.1-5(D). The recitals above are incorporated herein as findings of fact. Sections 15-2.1-3(G), 15-2.1-3(I), and 15-2.1-5(D) of the Land Management Code of Park City are hereby amended as redlined (see Attachment B).

SECTION 3. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.2 (Historic Residential-1), Sections 15-2.2-3(G), 15-2.2-3(I), and 15-2.2-5(D). The recitals above are incorporated herein as findings of fact. Sections 15-2.2-3(G), 15-2.2-3(I), and 15-2.2-5(D) of the Land Management Code of Park City are hereby amended as redlined (see Attachment C).

SECTION 4. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.3 (Historic Residential-2), Sections 15-2.3-4(F), 15-2.3-4(H), and 15-2.3-6(D). The recitals above are incorporated herein as findings of fact. Sections 15-2.3-4(F), 15-2.3-4(H), and 15-2.3-6(D) of the Land Management Code of Park City are hereby amended as redlined (see Attachment D).

SECTION 5. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.4 (Historic Residential Medium), Sections 15-2.4-4(F) and 15-2.4-7(A). The recitals above are incorporated herein as findings of fact. Sections 15-2.4-4(F) and 15-2.4-7(A) of the Land Management Code of Park City are hereby amended as redlined (see Attachment D).

SECTION 6. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.5 (Historic Recreation Commercial), Sections 15-2.5-3(D), 15-2.5-3(F), and 15-2.5-5(A). The recitals above are incorporated herein as findings of fact. Sections 15-2.5-

3(D), 15-2.5-3(F), and 15-2.5-5(A) of the Land Management Code of Park City are hereby amended as redlined (see Attachment F).

SECTION 7. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.6 (Historic Commercial Business), Section 15-2.6-5(F). The recitals above are incorporated herein as findings of fact. Section 15-2.6-5(F) of the Land Management Code of Park City is hereby amended as redlined (see Attachment G).

SECTION 8. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 5 (Architectural Review), Section 15-5-5. The recitals above are incorporated herein as findings of fact. Section 15-5-5 of the Land Management Code of Park City is hereby amended as redlined (see Attachment H).

SECTION 9. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15 (Definitions), Section 15-5-5. The recitals above are incorporated herein as findings of fact. Section 15-5-5 of the Land Management Code of Park City is hereby amended as redlined (see Attachment I).

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 31st day of May, 2018

PARK CITY MUNICIPAL CORPORATION


Andy Beerman, Mayor

Attest:


Michelle Kellogg, City Recorder



Approved as to form:


Mark Harrington, City Attorney

Attachment A

15-1 GENERAL PROVISION AND PROCEDURES

15-1-2 STATEMENT OF PURPOSE

The LMC is designed, enacted, restated and reorganized to implement the goals and policies of the Park City General Plan, and for the following purposes:

- A. To promote the general health, safety and welfare of the present and future inhabitants, Businesses, and visitors of the City,
- B. To protect and enhance the vitality of the City's resort-based economy, the overall quality of life, the Historic character, and unique mountain town community,
- C. To protect and preserve peace and good order, comfort, convenience, and aesthetics of the City,
- D. To protect the tax base and to secure economy in governmental expenditures,
- E. To allow Development in a manner that encourages the preservation of **scenic vistas**, environmentally sensitive lands, Historic Structures, the integrity of Historic Districts, and the unique urban scale of original Park City,
- F. To provide for well-planned commercial and residential centers, safe and efficient traffic and pedestrian circulation, preservation of night skies and efficient delivery of municipal services,
- G. To prevent Development that adds to existing Geologic Hazards, erosion, flooding, degradation of air quality, wildfire danger or other conditions that create potential dangers to life and safety in the community or that detracts from the quality of life in the community,
- H. To protect and ensure access to sunlight for **Solar Energy devices Systems**, and
- I. To protect or promote moderate income housing.

It is the intention of the City in adopting this LMC to fully exercise all of the powers granted to the City by the provisions of the Title 10, Chapter 9a of the Utah Municipal Land Use Development and Management Act. Utah Code Annotated, 1991, as amended, and all other powers granted by statute or by common law for the necessary regulation of the Use and Development of land within the City.

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

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

Attachment B

15-2.1 HISTORIC RESIDENTIAL-LOW DENSITY (HRL) DISTRICT

15-2.1-3 LOT AND SITE REQUIREMENTS

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a City Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

Minimum Lot and Site requirements are as follows:

- A. **LOT SIZE**. The minimum Lot Area is 3,750 square feet. The minimum width of a Lot is thirty-five feet (35'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director
- B. **BUILDING ENVELOPE (HRL DISTRICT)**. The Building Pad, Building Footprint, and height restrictions define the maximum Building Envelope in which all Development must occur, with exceptions as allowed by Section 15-2.1-3(C).
- C. **BUILDING PAD (HRL DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear and Side Yard Areas.
 - 1. The Building Footprint must be within the Building Pad. The remainder of the Building Pad must be open and free of any other Structure except:
 - a. Porches or decks, with or without roofs;
 - b. At Grade patios;
 - c. Upper level decks, with or without roofs;
 - d. Bay Windows;
 - e. Chimneys;
 - f. Sidewalks, pathways, and steps;
 - g. Screened hot tubs; and
 - h. Landscaping.
 - 2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Department approval based on a determination that the proposed exceptions result in a design that:
 - a. provides increased architectural interest consistent with the Historic District Design Guidelines;
 - b. maintains the intent of this section to provide horizontal and vertical Building articulation.
- D. **BUILDING FOOTPRINT (HRL DISTRICT)**. The maximum Building Footprint of any Structure shall be located on a Lot, or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint, illustrated in Table 15-2.1. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding

18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet per dwelling unit for garage floor area. A Conditional Use Permit is required for all Structures with a proposed footprint of greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

Where FP = maximum Building Footprint and A = Lot Area.

Example: 3,750 sq. ft. Lot: $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = \underline{1,519 \text{ sq. ft.}}$

See the following Table 15-2.1. for a schedule equivalent of this formula.

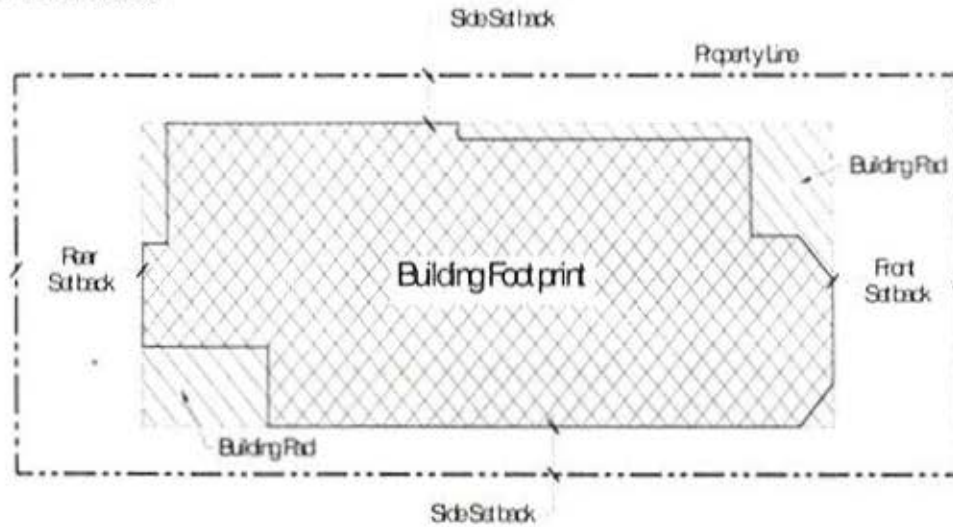
TABLE 15-2.1.

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

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

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

Rear Setbacks.



E. **FRONT AND REAR YARDS.** Front and Rear Yards are as follows:

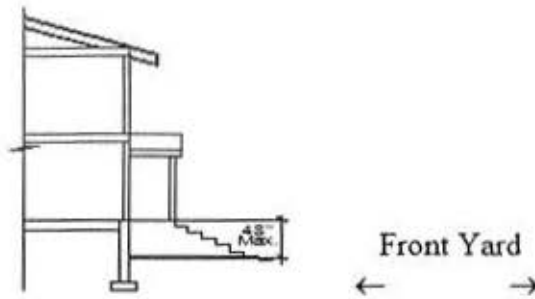
TABLE 15-2.1a

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

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

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

obstructing the view of the Street or intersection.

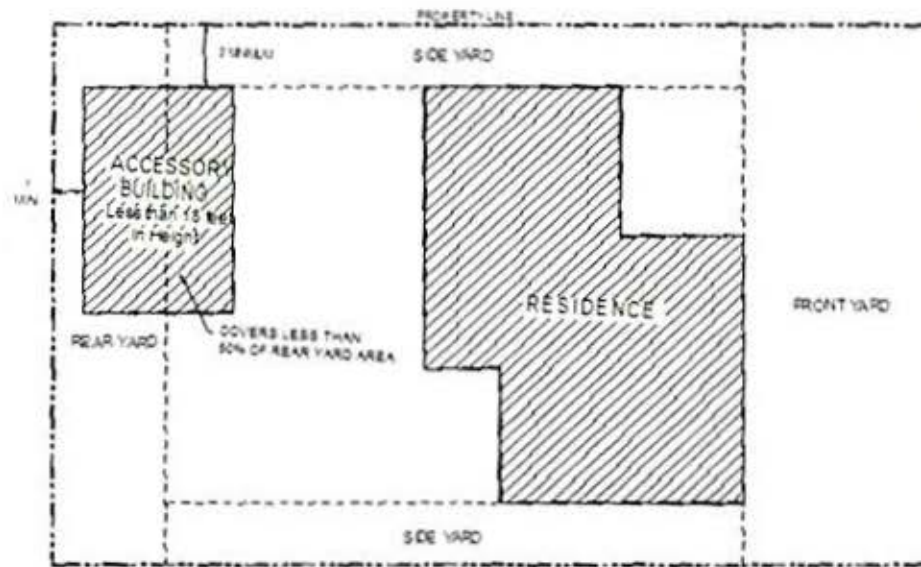


3. Decks, porches, or Bay Windows not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Yard.
4. Roof overhangs, eaves, or cornices projecting not more than three feet (3') into the Front Yard.
5. Sidewalks and pathways.
6. Driveways leading to a garage or Parking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

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

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

7. See the following illustration:



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

H. SIDE YARDS.

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

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

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Side Yard.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.
3. Window wells or light wells projecting not more than four feet (4') into the Side Yard.¹
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Yard. A one foot (1') eave overhang is permitted on Lots with a side Yard less than five feet (5').¹

5. Window sills, belt courses, trim, exterior siding, cornices, or other ornamental features projecting not more than six inches (6") into the Side Yard.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height from Final Grade.
7. Fences or walls, as permitted in Section 15-4-2 Fences and Walls.
8. A driveway leading to a garage or Parking Area.
9. Pathways or steps connecting to a City staircase or pathway.
10. A Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front Façade of the Main Building, maintaining a minimum Side Yard Setback of three feet (3').
11. Mechanical equipment (which must be screened), hot tubs, or similar Structures, located at least three feet (3') from the Side Lot Line.

- J. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

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

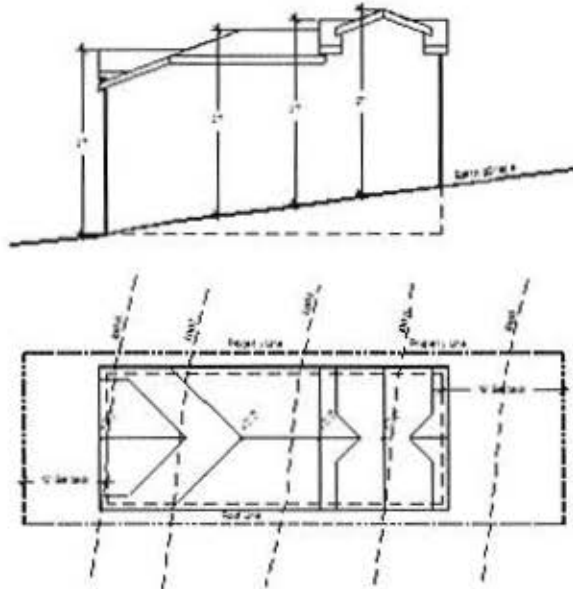
15-2.1-5 Building Height

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') of Existing Grade around the periphery of the Structure, except for the placement of approved window wells, emergency egress, and a garage entrance. The following height requirement must be met:

- A. A Structure shall have a maximum height of thirty five feet (35') measured from the lowest floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.
- B. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where the Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.
- C. **ROOF PITCH.** The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a

minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).

1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.
2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.
3. A Structure containing a flat roof shall have a maximum height of thirty-five feet (35') measured from the lowest floor plan to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets or similar features shall not exceed twenty four inches (24") above the highest top plate mentioned above. Any required railings for a Green Roof shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

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

1. Antennas, chimneys, flues, vents, or similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
2. Water towers, mechanical equipment, and Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
3. **ELEVATOR ACCESS.** The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) standards. The Applicant must verify the following:

- a. The proposed height exception is only for the Area of the elevator. No increase in square footage of the Building is being achieved.
 - b. The proposed option is the only feasible option for the elevator on the Site.
 - c. The proposed elevator and floor plans comply with the American Disability Act (ADA) standards.
4. **GARAGE ON DOWNHILL LOT.** The Planning Commission may allow additional Building Height (see entire Section 15-2.1-5) on a downhill Lot to accommodate a single car wide garage in a Tandem Parking configuration; to accommodate circulation, such as stairs and/or an ADA elevator; and to accommodate a reasonably sized front entry area and front porch that provide a Compatible streetscape design. The depth of the garage may not exceed the minimum depth for internal Parking Space(s) as dimensioned within this Code, Section 15-3. The additional Building Height may not exceed thirty-five feet (35') from Existing Grade.

Attachment C

15-2.2 HISTORIC RESIDENTIAL (HR-1) DISTRICT

15-2.2-3 LOT AND SITE REQUIREMENTS

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

Minimum Lot and Site requirements are as follows:

- A. **LOT SIZE.** The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and 3,750 square feet for a Duplex. The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.
- B. **BUILDING ENVELOPE (HR-1 DISTRICT).** The Building Pad, Building Footprint and height restrictions define the maximum Building envelope within which all Development must occur, with exceptions as allowed by Section 15-2.2-3(C).
- C. **BUILDING PAD (HR-1 DISTRICT).** The Building Pad is the Lot Area minus required Front, Rear, and Side Yard Areas.
 1. The Building Footprint must be within the Building Pad. The Building Pad must be open and free of any other Structure except:
 - a. Porches or decks with or without roofs;
 - b. At Grade patios;
 - c. Upper level decks, with or without roofs;
 - d. Bay Windows;
 - e. Chimneys;
 - f. Sidewalks, pathways, and steps;
 - g. Screened hot tubs; and
 - h. Landscaping.
 2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Director approval based on a determination that the proposed exceptions result in a design that:
 - a. provides increased architectural interest consistent with the Historic District Design Guidelines;
 - b. maintains the intent of this section to provide horizontal and vertical Building articulation.

- D. **BUILDING FOOTPRINT (HR-1 DISTRICT).** The maximum Building Footprint of any Structure located on a Lot or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint, illustrated in Table 15-2.2. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet, per Dwelling Unit, for garage floor area. A Conditional Use permit is required for all Structures with a proposed footprint of greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

Where FP = maximum Building Footprint and A= Lot Area.

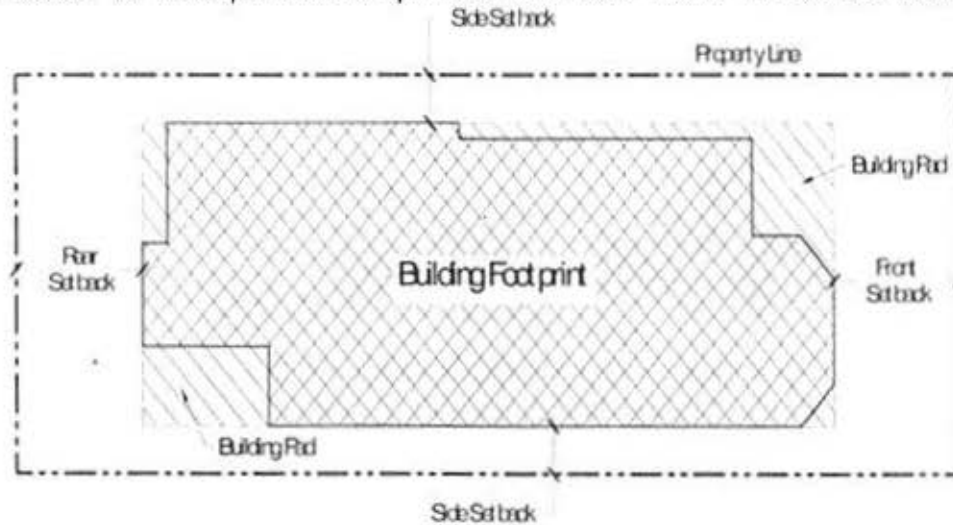
Example: 3,750 sq. ft. lot: $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = \underline{1,519 \text{ sq. ft.}}$

See the following Table 15-2.2. for a schedule equivalent of this formula.

TABLE 15-2.2.

Lot Depth <= ft. *	Lot Width, ft. up to:	Side Yards Min. Total		Lot Area Sq. ft.	Bldg. Pad Sq. ft.	Max. Bldg. Footprint Sq. ft.
75 ft.	25.0	3 ft.	6 ft.	1,875	1,045	844
75 ft.	37.5	3 ft.	6 ft.	2,813	1,733	1,201
75 ft.	50.0	5 ft.	10 ft.	3,750	2,200	1,519
75 ft.	62.5	5 ft.	14 ft.	4,688	2,668	1,801
75 ft.	75.0	5 ft.	18 ft.	5,625	3,135	2,050
75 ft.	87.5	10 ft.	24 ft.	6,563	3,493	2,269
75 ft.	100.0	10 ft.	24 ft.	7,500	4,180	2,460
75 ft.	Greater than 100.0	10 ft.	30 ft.	Greater than 75 ft.	Per Setbacks and Lot Area	Per Formula

* for Lots > 75' in depth use footprint formula and Table 15-2.2a for front and rear



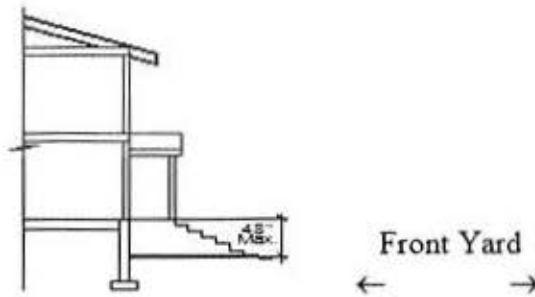
E. FRONT AND REAR YARDS. Front and Rear Yards are as follows:
TABLE 15-2.2a

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

F. FRONT YARD EXCEPTIONS. The Front Yard must be open and free of any Structure except:

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

obstructing the view of the Street or intersection.



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

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

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

illustration: See the following illustration:



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

H. SIDE YARD.

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

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

I. **SIDE YARD EXCEPTIONS.** The Side Yard must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Side Yard.¹
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.¹
3. Window wells or light wells projecting not more than four feet (4') into the Side Yard.¹
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Yard. A one foot (1') roof or eave overhang is permitted on Lots with a Side Yard of less than five feet (5').¹
5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") into the Side Yard.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height above Final Grade.
7. Fences, walls, or retaining walls as permitted in Section 15-4-2, Fences and Walls.
8. Driveways leading to a garage or Parking Area.
9. Pathways or steps connecting to a City staircase or pathway.
10. Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the Front facade of the Main Building, maintaining a minimum Side Yard Setback of three feet (3').
11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.

J. **SNOW RELEASE.** Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

K. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

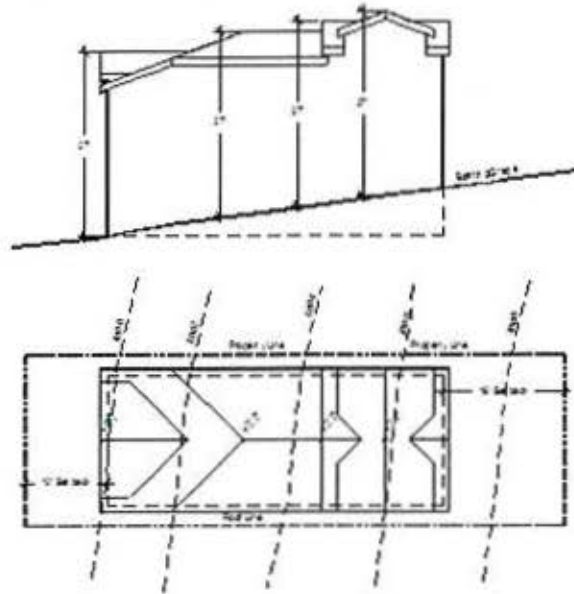
¹Applies only to Lots with a minimum Side Yard of five feet (5').

15-2.2-5 Building Height

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') of Existing Grade around the periphery of the Structure, except for the placement of approved window wells, emergency egress, and a garage entrance. The following height requirements must be met:

- A. A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.
- B. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where the Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.
- C. **ROOF PITCH**. The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).
 - 1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.
 - 2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.
 - 3. A Structure containing a flat roof shall have a maximum height of thirty-five feet (35') measured from the lowest floor plan to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets or similar features shall not exceed twenty four inches (24") above the highest top plate mentioned above. Any

required railings for a Green Roof shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

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

1. Antennas, chimneys, flues, vents, or similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
2. Water towers, mechanical equipment, and Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
3. **ELEVATOR ACCESS.** The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) standards. The Applicant must verify the following:
 - a. The proposed height exception is only for the Area of the elevator. No increase in square footage is being achieved.
 - b. The proposed option is the only feasible option for the elevator on the Site.
 - c. The proposed elevator and floor plans comply with the American Disability Act (ADA) standards.
4. **GARAGE ON DOWNHILL LOT.** The Planning Commission may allow additional Building Height (see entire Section 15-2.2-5) on a downhill Lot to accommodate a single car wide garage in a Tandem Parking configuration; to accommodate circulation, such as stairs and/or an ADA elevator; and to accommodate a reasonably sized front entry area and front porch that provide a Compatible streetscape design. The depth of the garage may not exceed the minimum depth for internal Parking Space(s)

as dimensioned within this Code, Section 15-3. The additional Building Height may not exceed thirty-five feet (35') from Existing Grade.

Attachment D

15-2.3 HISTORIC RESIDENTIAL (HR-2) DISTRICT

15-2.3-4 LOT AND SITE REQUIREMENTS

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Area, width, and depth as required, and Frontage on a private or Public Street shown on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development must comply with the following:

- A. **LOT SIZE**. The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and 3,750 square feet for a Duplex Dwelling. The Minimum Lot Area for all other Uses shall be determined by the Planning Commission during the Conditional Use or Master Planned Development review process. The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.
- B. **BUILDING ENVELOPE (HR-2 DISTRICT)**. The Building Pad, Building Footprint and height restrictions define the maximum Building Envelope within which all Development must occur with exceptions as allowed in Section 15-2.3-4.
- C. **BUILDING PAD (HR-2 DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear, and Side Yard Areas.
 - 1. The Building Footprint must be within the Building Pad. The remainder of the Building Pad must be open and free of any Structure except:
 - a. Porches or decks, with or without roofs;
 - b. At Grade patios;
 - c. Upper level decks, with or without roofs;
 - d. Bay Windows;
 - e. Chimneys;
 - f. Sidewalks, pathways, and steps;
 - g. Screened hot tubs; and
 - h. Landscaping.
 - 2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Director approval based on a determination that the proposed exceptions result in a design that:
 - a. provides increased architectural interest consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites; and
 - b. maintains the intent of this section to provide horizontal and vertical Building articulation.

D. BUILDING FOOTPRINT (HR-2 DISTRICT)

1. The maximum Building Footprint for any Structure located on a Lot, or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint, illustrated in Table 15-2.3. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet per Dwelling Unit for garage floor area. A Conditional Use permit is required for all Structures with a proposed footprint greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

2. See Section 15-6-5(B) for maximum allowed Building footprint for Master Planned Developments within the HR-2 District.

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

Where FP = maximum Building Footprint and A= Lot Area.

Example: 3,750 sq. ft. lot: $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = \underline{1,519}$ sq. ft.

See the following Table 15-2.3. for a schedule equivalent of this formula.

TABLE 15-2.3.

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

75 ft.	100.0	10 ft.	24 ft.	7,500	4,180	2,460
75 ft.	Greater than 100.0	10 ft.	30 ft.	Greater than 7,500 ft.	Per Setbacks and Lot Area	Per formula

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

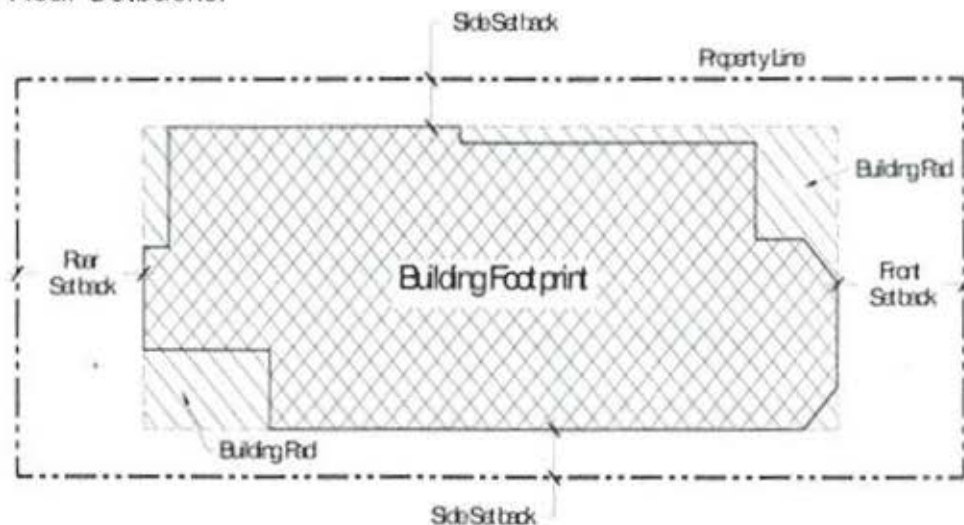


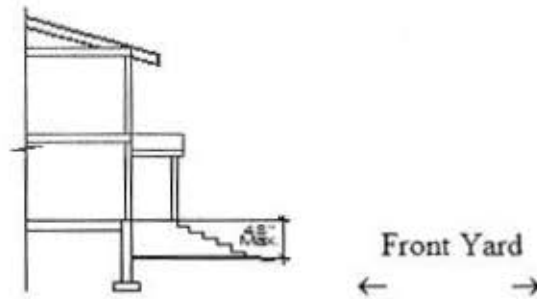
TABLE 15-2.3.a

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

E. **FRONT YARD EXCEPTIONS.** The Front Yard must be open and free of any Structure except:

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

obstructing the view of the Street or intersection.

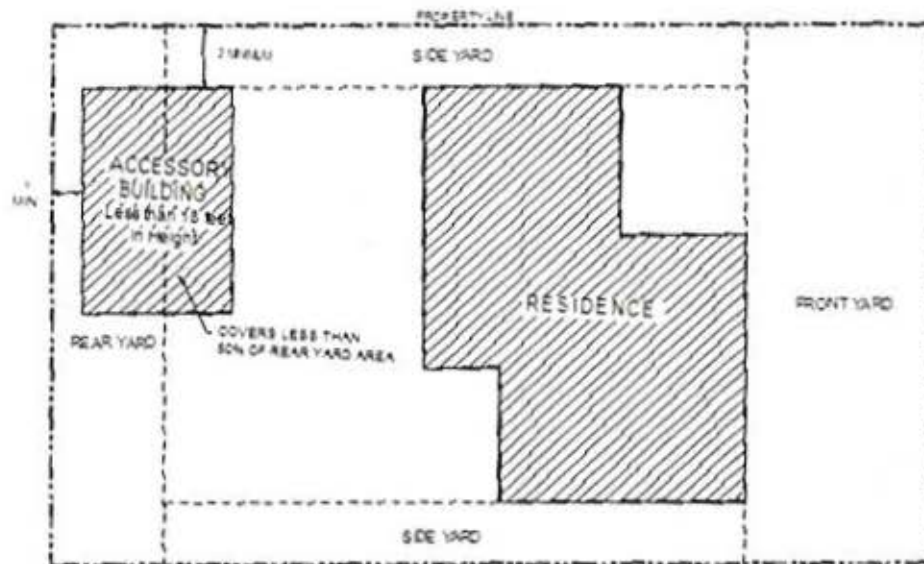


3. Decks, porches, or Bay Windows not more than ten feet (10') wide projecting not more than three feet (3') into the Front Yard.
4. Roof overhangs, eaves or cornices projecting not more than three feet (3') into the Front Yard.
5. Sidewalks and pathways.
6. Driveways leading to a Garage or Parking Area. No portion of a Front Yard except for driveways, allowed Parking Areas and sidewalks, may be Hard-Surfaced or graveled.
7. Single car detached Garages approved as part of a Master Planned Development in Subzone A.

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

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

following illustration:



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

G. SIDE YARD.

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

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

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

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Side Yard.¹
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.¹
3. Window wells or light wells projecting not more than four feet (4') into the Side Yard.¹
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Yard. A one foot (1') roof or eave overhang is permitted on Lots with a Side Yard of less than five feet (5').¹
5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") into the Side Yard.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height from Final Grade.
7. Fences or walls not more than six feet (6') in height or as permitted in Section 15-4-2.
8. Driveways leading to a garage or Parking Area.
9. Pathway or steps connecting to a City staircase or pathway.
10. Detached Accessory Buildings, not more than eighteen feet (18') in height, including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front facade of the Main Building, maintaining a minimum Side Yard Setback of three feet (3').
11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.

I. **SNOW RELEASE.** Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

J. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above Road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

K. **MASTER PLANNED DEVELOPMENTS.** The Planning Commission may increase or decrease Setbacks in Master Planned Developments in accordance with Section 15-6-5 (C); however the above Grade spacing between houses shall be consistent with the spacing that would result from required Setbacks of the Zone and shall be Compatible with the historic character of the surrounding residential neighborhood. The Planning Commission may increase or decrease

Maximum Building Footprint in Master Planned Developments in accordance with Section 15-6-5 (B).

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

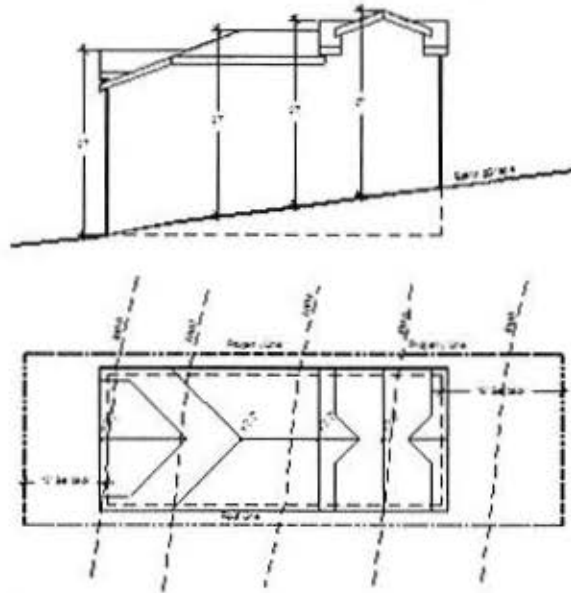
15-2.3-6 BUILDING HEIGHT

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') from Existing Grade around the periphery of the Structure, except for the placement of approved window wells, emergency egress, and a garage entrance. The Planning Commission may grant an exception to the Final Grade requirement as part of a Master Planned Development within Subzone A where Final Grade must accommodate zero lot line Setbacks. The following height requirements must be met:

- A. A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters. The Planning Commission may grant an exception to this requirement as part of a Master Planned Development within Subzone A for the extension of below Grade subterranean HCB Commercial Uses.
- B. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The Planning Commission may grant an exception to this requirement as part of a Master Planned Development within Subzone A consistent with MPD requirements of Section 15-6-5(F). The horizontal step shall take place at a maximum height of twenty three feet (23') from where Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.
- C. **ROOF PITCH**. The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).
 - 1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.
 - 2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building

Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.

3. A Structure containing a flat roof shall have a maximum height of thirty five feet (35') measured from the lowest floor plane to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets or similar features shall not exceed twenty four (24") above the highest top plate mentioned above. Any required railings for a Green Roof shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

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

1. An antenna, chimney, flue, vent, or similar Structure, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
2. Water towers, mechanical equipment, and Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
3. **ELEVATOR ACCESS.** The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) standards. The Applicant must verify the following:
 - a. The proposed height exception is only for the Area of the elevator. No increase in square footage of the Building is being achieved.
 - b. The proposed option is the only feasible option for the elevator on the Site.
 - c. The proposed elevator and floor plans comply with the American Disability Act (ADA) standards.
4. **GARAGE ON DOWNHILL LOT.** The Planning Commission may allow additional Building Height (see entire Section 15-2.3-6) on a downhill Lot to accommodate a single car wide garage in a Tandem configuration; to

accommodate circulation, such as stairs and/or an ADA elevator; and to accommodate a reasonably sized front entry area and front porch that provide a Compatible streetscape design. The depth of the garage may not exceed the minimum depth for internal Parking Space(s) as dimensioned within this Code, Section 15-3. The additional height may not exceed thirty-five feet (35') from existing Grade.

Attachment E

15-2.4 HISTORIC RESIDENTIAL-MEDIUM DENSITY (HRM) DISTRICT

15-2.4-4 LOT AND SITE REQUIREMENTS

Except as may otherwise be provided in this Code, no Building permit shall be issued for a Lot unless such Lot has Area, width, and depth as required, and Frontage on a private or Public Street shown on the Streets Master Plan or on a private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

A. LOT SIZE. Minimum Lot Areas for Residential Uses are as follows:

Single Family Dwelling	1,875 sq. ft.
Duplex Dwelling	3,750 sq. ft.
Triplex Dwelling	4,687 sq. ft.
Four-plex Dwelling	5,625 sq. ft.

B. Minimum Lot Area for all other Uses shall be determined by the Planning Commission during the Conditional Use review.

Developments consisting of more than four (4) Dwelling Units require a Lot Area at least equal to 5,625 square feet plus an additional 1,000 square feet per each additional Dwelling Unit over four (4) units. All Setback, height, parking, Open Space, and architectural requirements must be met. See Section 15-2.4-3, Conditional Use Permit Review.

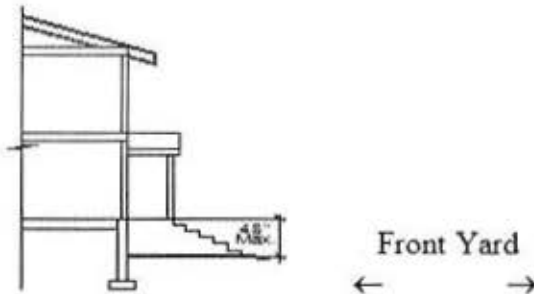
C. LOT WIDTH. The minimum width of a Lot is 37.50 feet, measured fifteen feet (15') from the Front Lot Line. Existing platted Lots of record, with a minimum width of at least twenty five feet (25'), are considered legal Lots in terms of Lot Width. In the case of unusual Lot configurations, Lot Width measures shall be determined by the Planning Director.

D. FRONT YARD.

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

E. FRONT YARD EXCEPTIONS. The Front Yard must be open and free of any Structure except:

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



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

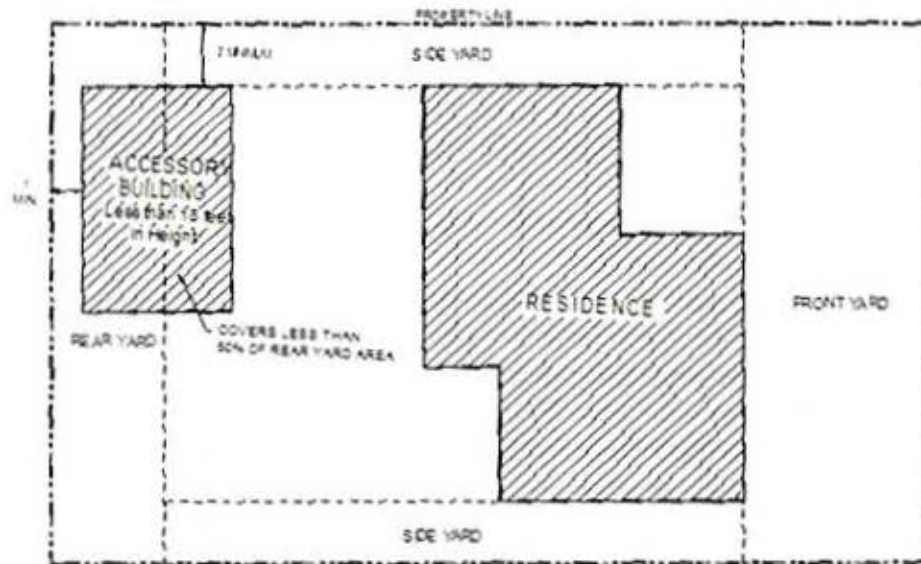
F. REAR YARD.

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

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

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear Yard.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Rear Yard.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear Yard.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which they are attached.

6. A Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front façade of the Main Building, and maintaining a minimum Rear Yard Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Yard. See the following illustration::



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

H. SIDE YARD.

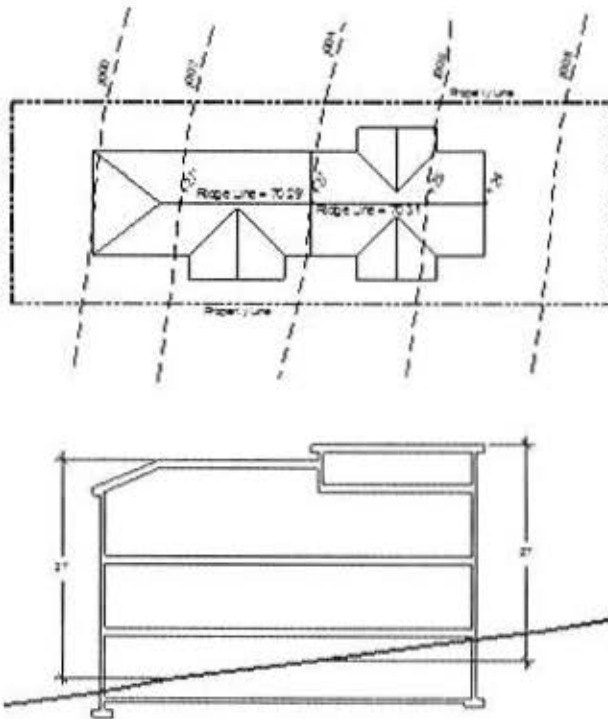
1. The minimum Side Yard for any Single Family, Duplex Dwelling or Accessory Building is five feet (5').
2. The minimum Side Yard for Lots twenty-five feet (25') wide or less is three feet (3').
3. A Side Yard between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.

- a. Exterior Side Yards shall be based on the required minimum Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard exceptions continue to apply.
 - b. The longest dimension of a Building joined at the Property Line may not exceed one hundred feet (100').
 4. The minimum Side Yard for a detached Accessory Building, not greater than eighteen feet (18') in height, including any free-standing Solar Energy Systems, located at least five feet (5') behind the front facade of the Main Building, is three feet (3').
 5. On Corner Lots, the minimum Side Yard that faces a Street is ten feet (10') for both Main and Accessory Buildings.
 6. See Section 15-2.4-5 special requirements for Multi-Unit Dwellings.
- I. **SIDE YARD EXCEPTIONS.** The Side Yard must be open and free of any Structure except:
1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Side Yard.¹
 2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.¹
 3. Window well and light wells projecting not more than four feet (4') into the Side Yard.¹
 4. Roof overhangs and eaves projecting not more than two feet (2') into the Side Yard.¹
 5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which they are attached.
 6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade.
 7. Fences, walls and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2.
 8. Driveways leading to a garage or approved Parking Area.
 9. Pathways and steps connecting to a City staircase or pathway.
 10. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.
- J. **SNOW RELEASE.** Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
- K. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

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

15-2.4-7 BUILDING HEIGHT

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height.



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

1. Antennas, chimney, flues, vents, and similar Structures may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
2. Water towers, mechanical equipment, and Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
3. Church spires, bell towers, and like architectural features as allowed under the Historic District Design Guidelines, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.
4. To accommodate a roof form consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites, the Planning Director may grant additional Building Height provided that no more than twenty percent (20%) of the roof ridge line exceeds the Zone Height requirements.
5. Elevator Penthouses may extend up to eight feet (8') above the Zone Height.

Attachment F

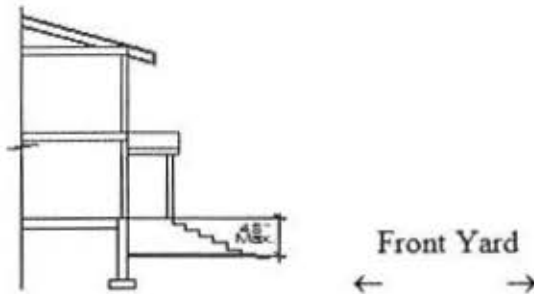
15-2.5 HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT

15-2.5-3 Lot and Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

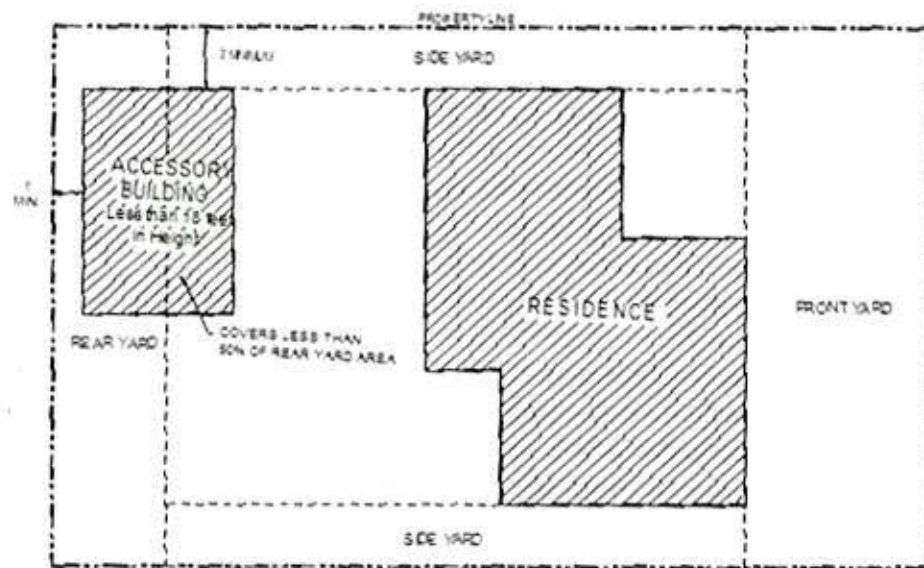
All Development activity must comply with the following minimum Lot and Site requirements:

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



3. Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Yard.
 4. Roof overhangs, eaves, and cornices, projecting not more than three feet (3') into the Front Yard.
 5. Sidewalks, patios, and pathways.
 6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways, allowed Parking Areas, patios, and sidewalks may be Hard-Surfaced or graveled.
- C. **REAR YARD**. The minimum Rear Yard is ten feet (10').
- D. **REAR YARD EXCEPTIONS**. The Rear Yard must be open and free of any Structure except:

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



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

E. SIDE YARD.

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

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

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

G. FLOOR AREA RATIO. In all projects within the HRC Zone:

1. **STRUCTURES BUILT AFTER OCTOBER 1, 1985.** Except in the Heber Avenue Sub-Zone Area, non-residential Uses are subject to a Floor Area Ratio to restrict the scope of non-residential Use within the District. For Properties located east of Park Avenue, the Floor Area Ratio for non-

residential Uses is 1. For Properties located on the west side of Park Avenue, the Floor Area Ratio for non-residential Uses is 0.7.

2. **STRUCTURES BUILT PRIOR TO OCTOBER 1, 1985.** Structures existing as of October 1, 1985 are not subject to the Floor Area Ratio, and may be used in their entirety for non-residential Uses as provided in this ordinance.

H. **SNOW RELEASE.** Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

I. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

J. **VERTICAL ZONING.** For HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue, and Park Avenue, excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side Storefronts), 780 Main Street, 804 Main Street (for the plaza side Storefronts), 875 Main Street, 890 Main Street, 900 Main Street, and 820 Park Avenue, new Construction and Construction adding Floor Area to a Building or Lot, shall have a minimum of seventy-five-percent (75%) of the width of the Building facade as Storefront Property.

K. **STOREFRONT ENHANCEMENT ZONING.** The maximum width of any Storefront Property Facade abutting Main Street or Heber Avenue shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Facade shall have a storefront entrance door for pedestrian access.

If the Historic storefront entrance, located in the Historic portion of a structure listed on the Historic Sites Inventory, is more than eight feet (8') above the grade of the adjacent Main Street and/or Heber Avenue, then the First Story in the Historic portion of the Historic structure located adjacent to Main Street and/or Heber Avenue shall not be calculated in the maximum Storefront Property Facade width.

15-2.5-5 BUILDING HEIGHT

No Structure shall be erected to a height greater than thirty-two feet (32') from Existing Grade. This is the Zone Height.

A. **BUILDING HEIGHT EXCEPTIONS.** The following height exceptions apply:

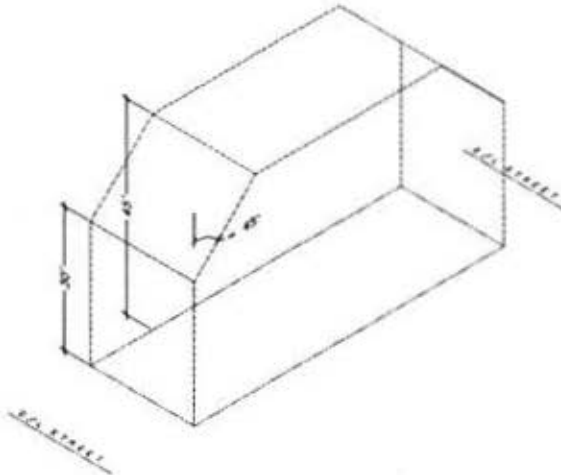
1. Gable, hip, and similar pitched roofs may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.
2. Antennas, chimneys, flues, vents, and similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
3. Water towers, mechanical equipment, and Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
4. Church spires, bell towers, and like architectural features subject to the Historic District Design Guidelines, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.
5. An Elevator Penthouse may extend up to eight feet (8') above the Zone Height.
6. To accommodate a roof form consistent with the Historic District Design Guidelines, the Planning Director may grant additional Building Height provided that no more than twenty percent (20%) of the roof ridge line exceeds the height requirement and complies with height exception criteria in Section 15-2.2-6(B)(10).

Attachment G

15-2.6 HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT

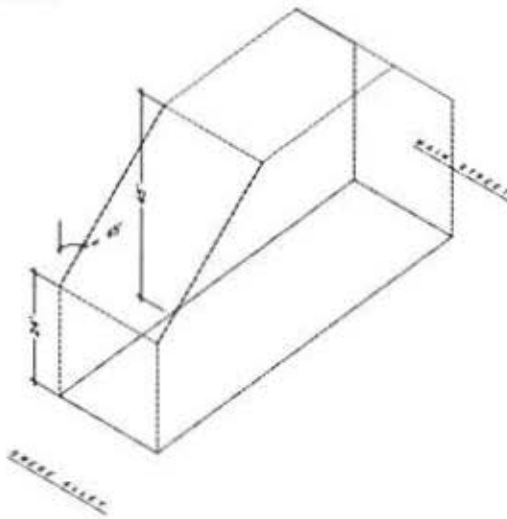
15-2.6-5 MAXIMUM BUILDING VOLUME AND HEIGHT

- A. The maximum Building volume for each Lot is defined by a plane that rises vertically at the Front Lot Line to a height of thirty feet (30') measured above the average Natural Grade and then proceeds at a forty-five degree (45°) angle toward the rear of the Property until it intersects with a point forty-five feet (45') above the Natural Grade and connects with the rear portion of the bulk plane.

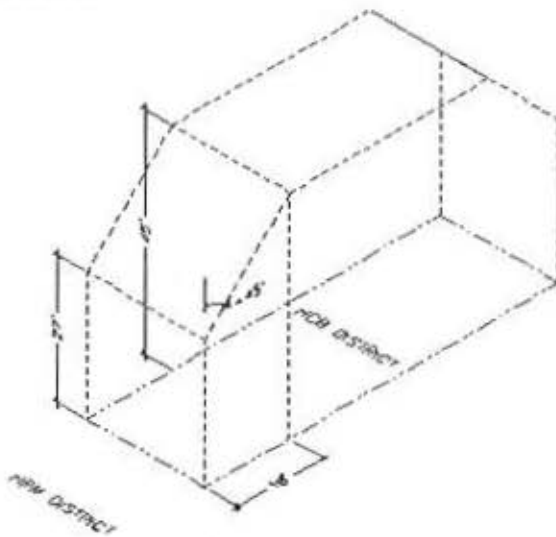


- B. The rear portion of the bulk plane for each Lot that does not abut Swede Alley is defined by the plane that rises vertically at the Rear Yard Property Line to a height of thirty feet (30') measured above the average Natural Grade and then proceeds at a forty-five degree (45°) angle toward the Front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

plane.



- D. Wherever the HCB District abuts a residential Zoning District, the abutting portion of the bulk plane is defined by a plane that rises vertically at the abutting Lot Line to a height matching the maximum height of the abutting Zone, measured from Existing Grade, and then proceeds at a forty-five degree (45°) angle toward the opposite Lot Line until it intersects with a point forty-five feet (45') above Existing Grade.



- E. The Zone Height for the HCB District shall correspond to the maximum height of the Building plane as described in Section 15-2.6-5(A) through (D).

- F. **MAXIMUM BUILDING VOLUME AND BUILDING HEIGHT EXCEPTIONS.** The following exceptions apply:

1. A gable, hip, gambrel or similarly pitched roof may extend up to five feet (5') above the Zone Height.
2. Antennas, chimneys, flues, vents, and similar Structures may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.

3. Water towers, mechanical equipment, and Solar Energy Systems, and associated Screening, when Screened or enclosed, may extend up to five feet (5') above the height of the Building. See LMC 15-5-5(G)(7)(a).
4. Church spires, bell towers, and like architectural features, subject to the Historic District Design Guidelines, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.
5. Elevator Penthouses may extend up to eight feet (8') above the Zone Height.
6. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays, including Olympic way-finding towers, are permitted to a height of sixty-five feet (65').

Attachment H

15-5-5 ARCHITECTURAL REVIEW

- A. **PROHIBITED ARCHITECTURAL STYLES AND MOTIFS.** The following architectural styles and motifs are prohibited in Park City because these styles and motifs have a strong connection or association with other regions:
1. A-frame Structures;
 2. Geodesic dome Structures;
 3. Mediterranean motifs;
 4. Tudor or mock Tudor, half timbering;
 5. Swiss chalets;
 6. Highly ornate Victorian;
 7. Rustic frontier;
 8. Colonial;
 9. Nouveau-Chateau, French Provincial, Fairy Tale or Castle. Tower features and turrets may be allowed if roofs are not conical and if the roof line is integrated into the main Structure. Round exterior walls are permitted but not as semi-detached round rooms, i.e., a round room may not exceed 270 degrees;
 10. New Structures designed to imitate Historic Structures built in Park City or elsewhere, unless the project complies with the Historic District Architectural Guidelines.
 11. Exemption. The above provisions addressing Tudor, Victorian, and colonial styles and tower elements shall not apply in the Prospector Park Subdivision.
- B. **PROHIBITED SIDING MATERIALS.** The following siding, fascia, and soffit materials are prohibited because they have proved to be unsuitable for Use in Park City due to the extreme climate, or because their appearance is such that the values of adjoining or abutting Properties are adversely affected:
1. Thick shake shingles;
 2. Ceramic tiles;
 3. Slump bloc, weeping mortar;
 4. Plastic or vinyl siding;
 5. Used brick;
 6. Synthetic stone products such as simulated stone or brick, cultured stone or brick, pre-cast stone or concrete imbedded with stone fragments;
 7. Lava rock, clinkers;
 8. Asphalt siding;
 9. Plywood siding, except that plywood may be approved by the Planning Director if utilized as a base for board and batten siding;
 10. Aluminum siding is generally not considered an appropriate material. The Planning Director may, however, consider requests for the Use of aluminum siding. The design of the Structure shall be consistent with the Park City Design Guidelines. The Applicant will be required to bring a

sample of the type and color of siding to be approved by the Planning Director. When aluminum siding is approved by the Planning Director, it shall have a minimum thickness of .019 inches and shall be backed or insulated with a minimum of 3/8 inch fiberboard of polystyrene foam;

11. Exemption. Aluminum siding, including soffits and fascia, and synthetic stone products may be permitted upon approval by the Planning Director, on Structures when such Structures are located in Areas predominately developed with Structures utilizing the same type of materials, such as in Prospector Village, Park Meadows and Prospector Park Subdivisions. Existing Buildings with synthetic stone products and aluminum or vinyl siding may be re-sided or repaired using synthetic stone products and aluminum or vinyl siding with specific approval by the Planning Director. The Applicant is required to bring a sample of the material and description of the application method of the requested siding and/or synthetic stone to be approved by the Planning Director and an exhibit documenting siding materials found in the surrounding neighborhood.

- C. **DESIGN ORNAMENTATION.** Architectural design in Park City has historically been simple. Highly ornate Buildings are inconsistent with the architectural patterns of the community, and due to the close proximity of one Development to another, inconsistent ornamentation may become unsightly and detract from Property values.

To add architectural interest to Buildings, special ornamental siding materials may be used, provided that no more than twenty five percent (25%) of any facade of the Building is covered with ornamental siding. Examples of ornamental siding provided for information purposes only and not as a limitation, are as follows:

1. Fish scale cut shingles;
2. Half-timbered stucco;
3. Match-sticked wood or other inlays.

- D. **NUMBER OF EXTERIOR WALL MATERIALS.** Different exterior siding materials add interest to a Building, and to the community as a whole, however, the Use of too many exterior materials, like excessive ornamentation, detracts from the values of adjoining Properties. Exterior walls of any Building may be sided with up to three (3) different materials per Building, but no more than three (3) materials may appear on any one (1) wall, including ornamental siding. Trim shall not be counted as a siding material, but ornamentation is counted as a siding material. If trim covers more than ten percent (10%) of a side of the Building, it shall be counted as a siding material on that side.

- E. **ROOFING MATERIALS.** Because of the steep Grade changes within Park City, and the fact that residents and visitors are frequently in a position to look down

on the City from the adjoining mountains, the appearance of roofs in Park City is of more significance than in other communities. Some roof types do not perform well in Park City's harsh climate. In addition, the Area's dry climate creates a high potential for wild land fires which makes the Use of wood roofs unsafe in some Areas. For these reasons, the following roof types are prohibited in Park City:

1. Untreated aluminum or metal, except that copper may be used;
2. Reflective materials;
3. Brightly colored roofing such as bright red, blue, yellow, green or similar colors are highly visible. Exception: Green is allowed if it is determined that its hue, color, chroma and other attributes of color are similar to other earth tone colors currently approved in Park City. In no case shall the color be determined to be bright or highly reflective or towards the yellow tones of the color spectrum;
4. Wood shingles, including fire retardant, prohibited only in wild land interface zones. Wood roofs may be allowed on additions to existing Structures with wood roofs, only upon specific approval of the Chief Building Official. In addition, wood roofing may be allowed on later phases, which continue the specific design of existing projects and where the original phase has wood roofing.
Existing non-conforming Structures must comply with this section when the Structure's roof is replaced;
5. Except on Historic renovations or reconstructions with adequate documentation, roof ornamentation such as scroll work, finials, and bead-and-dowel work are prohibited.

F. **ROOF SHAPES.** The following roof shapes are prohibited in Park City as the dominant roof form because they either do not perform well in the harsh climate, or tend to detract from the value of adjoining Property. As minor roof elements, the following shapes may be allowed if approved by the Planning Director:

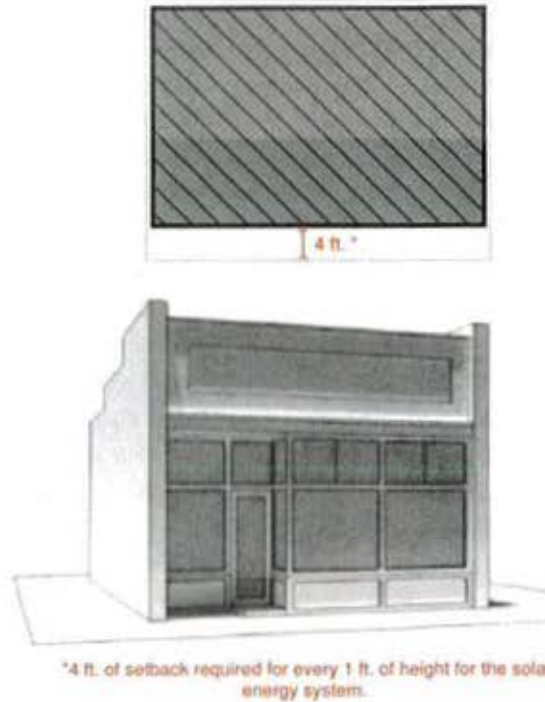
1. Mansard or fake mansard roofs;
2. Gambrel roofs;
3. Curvilinear roofs;
4. Domed roofs;
5. Geodesic domes;
6. Conical roofs, greater than 270 degrees around;
7. A-frame or modified A-frame roofs.

Mechanical equipment on roofs must be hidden with a visual barrier so it is not readily visible from nearby Properties.

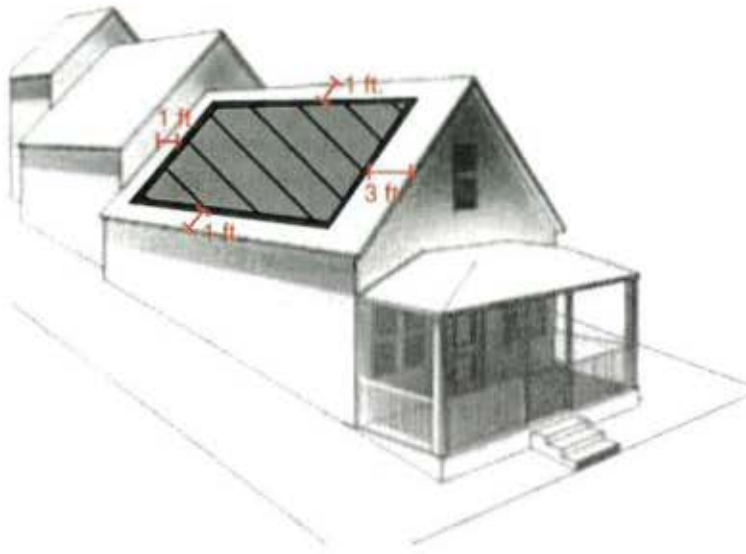
G. **SOLAR PANELS ENERGY SYSTEMS AND SKYLIGHTS.** Any solar ~~panel energy system~~ or skylight, ~~or other translucent roof material which allows the transmission of light from the interior of the Building to the exterior,~~ shall be designed as follows:

1. ~~Skylights shall be limited to no more than twenty-five percent (25%) of the total roof Area;~~

- ~~2. The skylight design shall facilitate the Use of natural light in to the Building and any light emitted or reflected from the skylight shall be shielded from adjacent Properties;~~
- ~~3. The skylight feature shall not be the highest point of the Structure; and~~
- ~~4. The skylight feature shall be designed to fit as flush as possible with the roof. Skylights shall generally extend no more than two feet (2') above the roof plane.~~
5. Solar ~~panels~~ Energy Systems shall be designed so as to be incorporated in the roof plan or architectural features of the structure to the best extent possible. Solar ~~panels~~ Energy Systems shall generally be mounted flush to the roof plane. In instances where due to the existing roof angle the panel needs to be angled from the roof plane for optimum solar gain, alternative designs may be considered upon review of a visual analysis and mitigation of visual impacts from surrounding properties.
6. Solar panels, solar devices, and Solar Energy Systems and mounting equipment shall use non-reflective finishes such as an anodized finish.
7. Skylights and Solar panels energy systems in the Historic Districts are subject to the Design Guidelines for Historic Districts and Historic Sites and shall also meet the following:
 - a. On a Flat Roof, the Solar Energy System shall be mounted flush to the roof or on racks. When this is not possible, the Solar Energy System shall extend no more than five feet (5') above the highest point of the roof. Solar Energy Systems shall be screened from view of the primary right-of-way by:
 - i. An existing parapet along the street-facing façade that is as tall as the tallest part of the Solar Energy System; or
 - ii. Setting the Solar Energy System back from the edge of the roof facing the primary right-of-way at least four feet (4') for each one foot (1') of Solar Energy System height (including any necessary racks).



- b. Solar Energy Systems are permitted on pitched roofs facing a rear or side lot line that is not visible from the right-of-way. The Solar Energy System shall be mounted flush on the pitched roof, with the system no more than one foot (1') from the surface of the roof at any point. Solar Energy Systems shall be screened from view of the primary right-of-way in the following ways:
- i. The Solar Energy System shall be located at least one foot (1') from the ridgeline of the pitched roof.
 - ii. The Solar Energy System shall be located at least three feet (3') from the edge of the roof facing a right-of-way and one foot (1') from the edge of the roof facing the rear property line.
 - iii. The Solar Energy System shall be located at least one foot (1') from the eave of the roof.
 - iv. The Solar Energy System shall not alter the slope of the roof.



- c. Solar shingles and Propanel-type/standing seam integrated products may be appropriate on roof surfaces visible from the primary right-of-way in the Historic Districts when it can be shown that they are sized similar to conventional asphalt shingles or metal roofing. They shall be similar in color to roofing materials in the Historic Districts and shall possess an anti-reflective top coating, such as Tempered Glass Tefzel Glazing or titanium dioxide. All metal surfaces shall have a matte finish.
- d. Freestanding Solar Energy Systems shall meet all the setback requirements of an Accessory Building as outlined in the Historic zoning districts. They shall be installed in locations that minimize visibility from the public right-of-way. These systems shall be screened from the public right-of-way with materials such as fencing or vegetation of suitable scale for the Historic District.
- e. Exceptions to the location and height of the Solar Energy System above the roof are subject to Planning Director approval based on a determination that:
 - i. A professional experienced in energy-efficient construction has conducted an energy audit and the building has optimized its energy efficiency through other means; and
 - ii. The location of the Solar Energy System does not detract from the historic character of the site and/or the Historic District (by making the Solar Energy System a character-defining element of the building); and
 - iii. The application has demonstrated that the proposed plan will result in a net positive generation of 105% or greater.

H. **SKYLIGHTS.** Any skylight, or other translucent roof material which allows the transmission of light from the interior of the Building to the exterior, shall be designed as follows:

1. Skylights shall be limited to no more than twenty-five percent (25%) of the total roof Area;
2. The skylight design shall facilitate the Use of natural light in to the Building and any light emitted or reflected from the skylight shall be shielded from adjacent Properties;
3. The skylight feature shall not be the highest point of the Structure; and
4. The skylight feature shall be designed to fit as flush as possible with the roof. Skylights shall generally extend no more than two feet (2') above the roof plane.
5. ~~Solar panels shall be designed so as to be incorporated in the roof plan or architectural features of the structure to the best extent possible. Solar panels shall generally be mounted flush to the roof plane. In instances where due to the existing roof angle the panel needs to be angled from the roof plane for optimum solar gain, alternative designs may be considered upon review of a visual analysis and mitigation of visual impacts from surrounding properties.~~
6. Skylights ~~and solar panels~~ in the Historic Districts are subject to the Design Guidelines for Historic Districts and Historic Sites.

I. **WINDOW TREATMENTS.** Windows other than rectangular windows may be used as accents and trim, but arched, rounded, or Bay Windows as the primary window treatment are prohibited. Untreated aluminum and untreated metal window frames are prohibited. Small pane colonial style windows are not allowed.

J. **LIGHTING.**

1. **PURPOSE.** The functional objectives in providing exterior Area lighting are to illuminate Areas necessary for safe, comfortable and energy efficient Use. The number of fixtures shall be limited to provide for safe entry and egress and for sign and Business identification. Illumination of new Building features for architectural enhancement is prohibited. Historic Structures may be illuminated under the terms prescribed in this Code.

With the exception of Americans with Disabilities Act lighting requirements, the minimum lighting standards generally applied and recommended by the Illuminating Engineering Society of North America (IES), are observed by this Code.

2. **CONFORMANCE WITH APPLICABLE CODES.** All outdoor electrically powered illuminating devices shall be installed in conformance with the provisions of this Code, the International Building Code, the Electrical Code, and the Sign Code under the appropriate permit and inspection. When discrepancies in these Codes exist, the most restrictive shall apply.

3. **APPROVED MATERIALS AND METHODS OF CONSTRUCTION OR INSTALLATION/OPERATION.** The provisions of this Code are not intended to prevent the Use of any design, material or method of installation or operation not specifically prescribed by this Code, provided any such alternate has been approved. The Chief Building Official may approve any such proposed alternate providing he/she finds that:
- a. The alternative provides approximate equivalence to the applicable specific requirement of this Code;
 - b. The alternative is otherwise satisfactory and complies with the intent of this Code; or
 - c. The alternate has been designed or approved by a registered professional engineer and the content and function promotes the intent of this Code.
4. **SUBMISSION OF PLANS AND EVIDENCE OF COMPLIANCE WITH CODE.**
- a. The Applicant for any permit required by any provisions of the laws of this jurisdiction in connection with proposed work involving outdoor lighting fixtures shall submit, as part of the Application for permit, evidence that the proposed lighting fixtures and Light Source will comply with this Code. The submission shall contain the following:
 1. Plans indicating the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, and installation and electrical details;
 2. Description of illuminating devices, fixtures, lamps, supports, reflectors, and other devices. The description may include, but is not limited to, catalog cuts by manufacturers, and drawings, including section where required;
 3. Photometric data, such as that furnished by manufacturers or similar showing the angle of the cut off or light emission. A point by point light plan may also be required to determine the adequacy of lighting over the entire Site.
Additional information may be required elsewhere in the laws of this jurisdiction upon Application for the required permit.
 - b. Lamp or Fixture Substitution. On commercial Structures if any outdoor light fixture or the type of Light Source therein is proposed to be changed after the permit has been issued, a change request must be submitted to the Planning Department for approval. Adequate information to assure compliance with this Code must be provided and the request must be received prior to substitution.
5. **SHIELDING.** All non-exempt outdoor lighting fixtures shall have shielding as required by Table 1 of this Chapter below.
- a. Historic District Shielding and Fixture Exemption. Fixtures in the HR-L, HR-1, HR-2, HCB, HRM, and HRC Zoning Districts that replicate a Historic fixture shall be permitted to be installed without

partial shields with the approval of the Planning Director. All fixtures shall be filtered and refractors that direct the light downward shall be installed if the bulb is exposed.

Historic fixtures that are fifty (50) years or older and contribute to the architectural and cultural character of the Historic District, are exempt from these requirements.

Architectural features on Historic Structures may be illuminated with fully shielded fixtures.

6. **WATTAGE/FIXTURE AND LIGHT SOURCE REQUIREMENTS.** Wattage, fixture and Light Source requirements as outlined in the following Table 1 apply to all zones throughout the City:

Table 1

Light Source	Fully Shielded	Partially Shielded	Watt (Maximum Per Fixture)
High Pressure Sodium ¹		x	50
Low Pressure Sodium		x	55
Metal Halide ²	x		1,500
L Voltage/Halogen ³		x	50
Compact Fluorescent		x	75

7. Other Sources: As approved by the Planning Director

Note: "x" indicates the required standard.

¹This is the standard Light Source for Park City and Summit County unless otherwise noted in a specific section. Fully shielded fixtures are preferred but not required with this Light Source. Other sources are only permitted as noted. Residential porch lights and exterior garage and post lights may utilize incandescent bulbs, provided that the bulbs are Shielded. Lighting for signs may use halogen bulbs, provided that they are Shielded and directed at the sign face. Wattages outlined are the maximum and can be decreased under the Building Permit review process depending on the number and location of the fixture on each project. In no case shall the levels be reduced to levels below the Illuminating Engineering Society

(IES) minimum standards.

²Metal Halide sources shall be permitted only for recreational sport field or ski Area Uses and installed only in one hundred percent (100%) fully enclosed Luminaries. Metal Halide lights shall also be filtered.

³Low voltage/halogen sources are permitted in landscaping lighting only.

8. **GAS STATION CANOPIES.** Gas station canopies may not exceed an average horizontal luminance level of eight (8) Foot Candles across the Site and the maximum point levels should not exceed fifteen (15) Foot Candles within the Area directly underneath the canopy.
9. **AREA LIGHTING - BUILDING CANOPY AND SOFFIT, WALL MOUNTED.** Area, stand alone or wall mounted fixtures shall not be mounted above eighteen feet (18') as measured from the top of the fixture to the adjacent Grade or horizontal plane being lit by the fixture. The horizontal luminance level along the sidewalk or Building Facade shall not exceed one (1) Horizontal Foot Candle with a uniformity ratio of 4:1.
10. **CONSTRUCTION SITES.** All commercial construction Sites shall submit a lighting plan as part of the Construction Mitigation Plan for the project prior to Building Permit issuance. Criteria for review shall include duration, number, location, height, Light Source, and hours of operation.
11. **LANDSCAPE LIGHTING.** The primary function of landscape lighting is to provide illumination for pathways, steps, and entrances to Buildings.
 - a. **Pathway Lighting.** Two types of lights can be selected: Three foot (3') bollards with louvers and ten foot (10') pole mounted, down directed Luminaries. Bollard lights shall be low voltage. The intent of pathway lights is to provide pools of light to help direct pedestrians along the path, not to fully illuminate the path. Steps and path intersections should be illuminated for safety. The maximum Foot Candle permitted on the ground is one (1) Horizontal Foot Candle or less.
 - b. **Highlighting, Backlighting.** Only low voltage systems are permitted. Lights must be partially shielded and light must not be directly off the Property. A maximum Foot Candle permitted at ten feet (10') is 0.6 Horizontal Foot Candles from the Light Source. Up-lighting is prohibited.
 - c. **Moonlighting.** Low voltage systems may be placed in trees or on Buildings to give the effect of moonlight. Lights must be down-directed and partially shielded. A maximum Foot Candle permitted at ten feet (10') is 0.25 Horizontal Foot Candle from the Light Source. Up-lighting is prohibited.

12. RECREATIONAL LIGHTING. Because of their unique requirements for nighttime visibility and their limited hours of operation, baseball diamonds, playing fields, tennis courts and ski area runs may Use the Light Source permitted under Table 1 above with the following conditions and exceptions:

- a. The height of outdoor recreational posts shall not exceed seventy feet (70') above Natural Grade. The average Horizontal Foot Candle shall not exceed 3.6 across the Area boundary with a uniformity ratio of 4:1. Ski area lighting may require higher illumination levels in some instances. Those levels shall be reviewed and approved by the Planning Commission under the Conditional Use process outlined in the LMC.
- b. All fixtures used for event lighting shall be fully shielded as defined in Section (4) herein, or be designed or provided with sharp, cutoff capability, so as to minimize up-light, spill light and glare.
- c. Recreational lighting shall be turned off within thirty (30) minutes of the completion of the last game, practice, or event. In general, recreational lighting shall be turned off after 11:00 p.m., unless an exception is granted by the Planning Director for a specific event or as approved as part of a Master Festival license.

13. RESIDENTIAL LIGHTING.

- a. All exterior lights on porches, garage doors or entryways shall be shielded to prevent glare onto adjacent Property or public right of ways and light trespass in to the night sky. Lights shall be directed at walkways or entries and shall not be directed into the night sky.
- b. Compact fluorescent fixtures are the recommended Light Source. High pressure sodium and incandescent bulbs may be permitted, provided the wattage is low and the light is Shielded and down-directed.
- c. Bare bulb light fixtures such as flood or spotlights are not permitted.
- d. Lighting exterior Building features for architectural interest is prohibited.
- e. Security lighting shall be fully shielded and shall be set on a timer or motion detector. Infrared sensor spotlights are the recommended light type for security.
- f. Private sport court facilities shall Use fully shielded fixtures and shall not Use the lights past 11 p.m.

14. SEASONAL DISPLAY OF LIGHTS. Seasonal restrictions apply to the HCB, GC, LI and HRC zones. Residential Uses in the HR-1, HR-2, E, HRL, SF, RM, R-1, RDM, and RD zones are exempt from these requirements. Winter seasonal displays are permitted from the first of November to the 15th of April per the Park City Municipal Code.

Displays should be turned off at midnight. Any color of lights may be used; however, the lights shall not be used to create advertising messages or

signs. Spelling out the name of a Business is prohibited.

15. OUTDOOR DISPLAY LOTS. Any Light Source permitted by this Code may be used for lighting of outdoor display Lots such as, but not limited to, automobile sales or rental, recreational vehicle sales, Building material sales, and seasonal goods, provided all the following conditions are met:

- a. All fixtures shall be Fully Shielded as defined in LMC Chapter 15-15.
- b. The maximum horizontal illumination across the Site shall not exceed an average Foot Candle of two (2) across the Site with a uniformity ratio of 4:1.
- c. Display lighting shall be turned off within thirty (30) minutes of closing of the Business. Lighting used after 11 p.m. shall be security lighting. Security lighting shall be required to be motion sensitive not permanently illuminated. Infrared sensor security lights are the only type of security light permitted.

16. PROHIBITIONS. The following light fixtures and Light Sources are prohibited: mercury vapor lamps, laser Light Sources, unshielded floodlights or spotlights, metal halide, except for recreational Uses, see Section (10), and searchlights.

17. OTHER EXEMPTIONS.

- a. Nonconformance. All other outdoor light fixtures lawfully installed prior to and operable on the effective date of the ordinance codified in this Chapter, including City owned or leased Street lights, are exempt from all requirements of this Code. On commercial projects, all such fixtures shall be brought into compliance with this Code upon any Application for any exterior Building Permit. On residential Structures, only new exterior fixtures on remodels or new additions must comply with this ordinance.
- b. Fossil Fuel Light. All outdoor light fixtures producing light directly by the combustion of natural gas or other fossil fuels are exempt from the requirements of this Code.
- c. Up-lighting. Up-lighting is permitted under the following conditions:
 1. The use of luminaires for up-lighting on any residentially or commercial zoned Lot or Property or within a City ROW or Open Space zone, is permitted only for City-funded or owned statues, public monuments, ground –mounted Public Art, or flags of the United States of America.
 2. All up-lighting shall be shielded and/or have beam-angle control and shall be aimed to limit the directed light to the illuminated object only.
 3. Up-lighting is permitted thirty (30) minutes before sunset and until 11:00 p.m.; or, one hour after the close of location based on normal hours of operations, whichever is later.

18. TEMPORARY EXEMPTION.

- a. Requests. Any Person may submit a written request to the Planning Director for a temporary exemption. A temporary exemption request shall contain the following information:
 1. Specific exemption or exemption request;
 2. Type and Use of outdoor light fixtures involved;
 3. Duration of time for requested exemption;
 4. Total wattage;
 5. Proposed location on Site;
 6. Description of event or reason for need of exemption; and
 7. Other data as deemed necessary to adequately review and made a determination on the request.
- b. Approval; Duration. The Planning Department shall have ten (10) Business days from the date of a complete submission of the temporary request to act, in writing, on the request. The Planning Department shall approve the request if it finds that the exemption is necessary for public safety, security or other public necessity and the exemption does not materially subvert the purpose of this Chapter. If approved, the exemption shall be valid for not more than thirty (30) days from the date of approval. The approval shall be renewable by the Planning Director upon consideration of all the circumstances and provided a finding of public safety or necessity is made, and no intent to circumvent the intent of this Chapter is present. Each such renewed exemption shall be valid for not more than thirty (30) days.
- c. Denial/Appeal. If the request for a temporary exemption is denied, the Person making the request, in writing, may appeal the decision to the Planning Commission within ten (10) days of the denial as provided for in LMC Chapter 15-1.

- K. **TRASH AND RECYCLING ENCLOSURES.** In addition to County health standards, the following trash enclosure design standards shall apply:
1. Trash and storage Areas shall be Screened by landscaping, Fencing, berms or other devices integral to overall Site and Building design;
 2. Trash and storage enclosures shall be designed and constructed of materials that are Compatible with the proposed or existing Building and with surrounding Structures. The enclosure's design, construction, and materials shall be substantial and consisting of masonry, steel, or other materials approved by the Planning and Building Department and capable of sustaining active use by residents and trash/recycling haulers. The design shall, if physically possible, include both a pedestrian door and a truck door or gate;
 3. Trash and storage Areas shall be well maintained including prompt repair and replacement of damaged gates, Fences and plants;

4. Openings of trash enclosures shall be oriented away from public view or Screened with sturdy gates wide enough to allow easy Access for trash collection, where practical;
5. The consolidation of trash Areas between Businesses and the Use of modern disposal techniques is encouraged.
6. Exception. These standards shall not apply to existing Structures that have been built with zero Setbacks or when such enclosures would negatively impact Access, circulation, or snow removal efforts.

- L. **MECHANICAL EQUIPMENT**. All electrical service equipment and sub-panels and all mechanical equipment, including but not limited to, air conditioning, pool equipment, fans and vents, utility transformers, except those owned and maintained by public utility companies, and solar panels, shall be painted to match the surrounding wall color or painted or Screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof and/or adjacent wall color and shall be Screened or integrated into the design of the Structure. Minor exceptions to Setback requirements for Screened mechanical equipment may be approved by the Planning Director where the proposed location is the most logical location for the equipment and impacts from the equipment on neighboring properties, historic facades, and streetscapes can be mitigated and roof top mechanical placement and visual clutter is minimized.
- M. **PATIOS AND DRIVEWAYS**. A Building Permit is required for all non-bearing concrete flatwork, asphalt, and/or any Impervious Surface, regardless of size or area. This includes any repairs, alterations, modifications, and expansion of existing flatwork.
- N. **LANDSCAPING**. A complete landscape plan must be prepared for the limits of disturbance area for all Building Permit applications and Historic District Design Review projects for all exterior work that impacts existing vegetation within the limits of disturbance. The landscape plan shall utilize the concept of Xeriscaping for plant selection and location, irrigation, and mulching of all landscaped areas. The plan shall include foundation plantings and ground cover, in addition to landscaping for the remainder of the lot. The plan shall indicate the percentage of the lot that is landscaped and the percentage of the landscaping that is irrigated. The plan shall identify all existing Significant Vegetation.

Materials proposed for driveways, parking areas, patios, decks, and other hardscaped areas shall be identified on the plan. A list of plant materials indicating the botanical name, the common name, quantity, and container or caliper size and/or height shall be provided on the plan. Areas of mulch shall be identified on the plan. Approved mulches include natural organic plant based or recycled materials. Stone-based mulch is not permitted.

To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved to be removed, based on a Site Specific plan, Conditional Use, Master Planned Development, or Historic District Design Review approval, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size. Where landscaping does occur, it should consist primarily of native and drought tolerant species, drip irrigation, and all plantings shall be adequately mulched.

Irrigated lawn and turf areas are limited to a maximum percentage of the allowed Limits of Disturbance Area of a Lot or Property that is not covered by Buildings, Structures, or other Impervious paving, based on the size of the Lot or Property according to the following table:

Lot Size	Maximum Turf or Lawn Area as a percentage of the allowed Limits of Disturbance Area of the Lot that is not covered by Buildings, Structures, or other Impervious paving
Greater than one (1) acre	25%
0.50 acres to one (1) acre	35%
0.10 acres to 0.49 acres	45%
Less than 0.10 acres	No limitation

Where rock and boulders are allowed and identified on the Landscape Plan, these shall be from local sources. All noxious weeds, as identified by Summit County, shall be removed from the Property in a manner acceptable to the City and Summit County, prior to issuance of Certificates of Occupancy.

Attachment I

15-15 DEFINED TERMS

15-15-1 Definitions

For the purpose of the LMC, certain numbers, abbreviations, terms, and words shall be used, interpreted, and defined as set forth herein. Defined terms will appear as proper nouns throughout this Title. Words not defined herein shall have a meaning consistent with Webster's New Collegiate Dictionary, latest edition.

Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include the singular; the word "herein" means "in these regulations"; the word "regulations" means "these regulations"; "used" or "occupied" as applied to any land or Building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

ACCESS. The provision of vehicular and/or pedestrian ingress and egress to Structures, facilities or Property.

ACCESSORY APARTMENT. A self-contained Apartment, with cooking, sleeping, and sanitary facilities, created either by converting part of and/or by adding on to a Single-Family Dwelling or detached garage. Accessory Apartments do not increase the residential Unit Equivalent of the Property and are an Accessory Use to the primary Dwelling.

ACCESSORY BUILDING. A Building on the same Lot as the principal Building and that is:

- A. clearly incidental to, and customarily found in connection with such principal Building, such as detached garages, barns, free-standing Solar Energy Systems, and other similar Structures that require a Building Permit;
- B. operated and maintained for the benefit of the principal Use;
- C. not a Dwelling Unit; and
- D. also includes Structures that do not require a Building Permit, such as sheds, outbuildings, or similar Ancillary Structures. See Ancillary Structure.

ACCESSORY USE. A land Use that is customarily incidental and subordinate to the to the primary Use located on the same Lot.

ACTIVE BUILDING PERMIT. Any Building Permit that has not expired.

ADMINISTRATIVE PERMIT. A permit issued by the Planning, Building, and Engineering Departments for specified Use upon proof of compliance with certain criteria.

AFFECTED ENTITY. A county, municipality, local district, special service district under Utah State Code Title 17D, Chapter 1, Special Service District Act, school district, inter-local cooperation entity established under Utah State Code Title 11, Chapter 13, Inter-local Cooperation Act, specified public utility, property owner, property owners association, or the Utah Department of Transportation, if: (a) the entity's services or facilities are likely to require expansion or significant modification because of an intended use of land; (b) the entity has filed with the municipality a copy of the entity's general or long-range plan; or (c) the entity has filed with the municipality a request for

notice during the same calendar year and before the municipality provides notice to an affected entity.

.....

SEXUALLY ORIENTED BUSINESSES. Businesses defined as such according to Municipal Code Section 4-9-4.

SIGNIFICANCE. The quality of having Historical consequence or being regarded as having great architectural value.

SIGNIFICANT RIDGE LINE AREA. Ridge lines in Areas deemed to be significant or sensitive as determined during the Sensitive Lands Analysis, the significance of these ridge lines is to be determined during the sensitive lands visual analysis process.

SIGNIFICANT SITE. Any Site, including a Building (main, attached, detached or public), Accessory Building, and/or Structure that is determined by the Historic Preservation Board to meet specified criteria set forth in LMC Chapter 15-11.

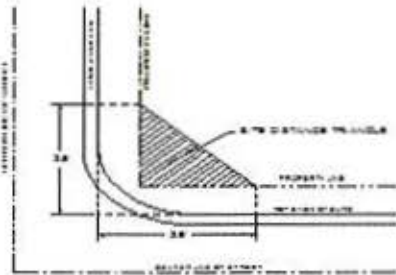
SIGNIFICANT VEGETATION. Includes all large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, all groves of small trees, and all clumps of oak or maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

SINGLE FAMILY SUBDIVISION. A Development consisting of primarily, although not exclusively, of Single Family Dwellings.

SITE. An Area, Lot, or piece of land where a Building (main, attached, detached or public), Accessory Building, and/or Structure was, is, or will be located.

SITE DEVELOPMENT STANDARDS. Regulations unique to each zone concerning standards for Development including, but not limited to Lot Areas, Setbacks, Building Height, Lot coverage, open space.

SITE DISTANCE TRIANGLE. A triangular Area at the intersection of two Streets formed by the Streets at Property Line and a line connecting them at points twenty-five feet (25') from the intersection of the Street lines.

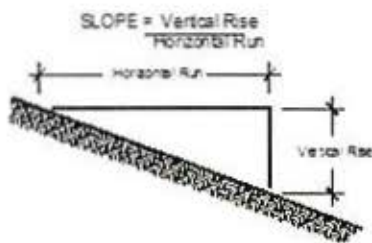


SITE SUITABILITY ANALYSIS. A comprehensive analysis of a Property or Site used in making a determination of appropriate Density considering such factors as Sensitive Lands, existing and proposed utilities and transportation systems, and other community objectives as stated in the General Plan.

SKETCH PLAT. A Sketch preparatory to the Preliminary Plat, or Subdivision Plat in the case of Minor Subdivisions, to enable the Owner to save time and expense in reaching general agreement with the Planning Commission as to the form of the plat.

SLOPE. The level of inclination of land from the horizontal plane determined by dividing the horizontal run or distance of the land into the vertical rise or distance of the same

land and converting the resulting figure in a percentage value.



1. **Slope, Steep.** Slope greater than fifteen percent (15%).
2. **Slope, Very Steep.** Slope greater than forty percent (40%).

SOLAR ENERGY SYSTEM. An energy system which converts solar energy to usable thermal, mechanical, chemical, or electrical energy to meet a structure's energy requirement.

SPACING. Distance between the closer edges of adjoining driveways or driveways and Right-of-Way lines of intersecting Streets.

SPECIAL EVENT. Any event, public or private, with either public or private venues, requiring City licensing beyond the scope of normal Business and/or liquor regulations, as defined by this Code, or creates public impacts through any of the following:

1. The use of City personnel;
2. Impacts via disturbance to adjacent residents;
3. Traffic/parking;
4. Disruption of the normal routine of the community or affected neighborhood; or
5. Necessitates Special Event temporary beer or liquor licensing in conjunction with the public impacts, neighborhood block parties or other events requiring Street closure of any residential Street that is not necessary for the safe and efficient flow of traffic in Park City for a duration of less than one (1) day shall be considered a Special Event.

STEALTH. A Telecommunications Facility which is disguised as another object or otherwise concealed from public view.

STOREFRONT PROPERTY. See Property, Storefront.

STORY. The vertical measurement between floors taken from finish floor to finish floor. For the top most Story, the vertical measurement is taken from the top finish floor to the top of the wall plate for the roof Structure.

STREAM. A naturally-fed water course, that flows year round or intermittently during years of normal rainfall. This definition excludes ditches and canals constructed for irrigation and drainage purposes.

STREAM CORRIDOR. The Corridor defined by the Stream's Ordinary High Water Mark.

STREET. Any highway, avenue, boulevard, parkway, road, lane, walk, alley, viaduct, subway, tunnel, bridge, easement, or other way.

1. **Street, Public.** A Street that has been dedicated to and accepted by the City Council; that the City has acquired and accepted by prescriptive right; or that the City owns in fee.

15-15-2 LIST OF DEFINED TERMS

-S-

Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays

Satellite Receiving Station

SBWRD

Screen or Screened

Secondary Living Quarters

Sending Site

Sensitive Land

Sensitive Land Analysis

Sensitive or Specially Valued Species

Setback

Sexually Oriented Businesses

Significance

Significance, Period of Historic (see Period of Historic Significance)

Significant Ridge Line Area

Significant Site

Significant Vegetation

Single Family Subdivision

Site

Site Development Standards

Site Distance Triangle

Site Suitability Analysis

Sketch Plat

Slope

Slope, Steep

Slope, Very Steep

Solar Energy System

Spacing

Special Event

Storefront Property (see Property,
Storefront)

Story

Stream

Stream Corridor

Street

Street, Public

Streetscape

Streetscape, Architectural

Structure

Studio Apartment

Subdivision

Subdivision, Major

Subdivision, Minor

Subdivision Plat

Substantial Benefit

Substantial Economic Hardship (see Economic Hardship, Substantial)
Suitability Determination

Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: Laura Newberry

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance No. 2020-20, an Ordinance Approving the 962 Woodside Avenue Plat Amendment Located at 962 Woodside Avenue and 968 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[962 Woodside Avenue Plat Amendment Staff Report](#)

[Exhibit A: Draft Ordinance](#)

[Exhibit B: Current Plat](#)

[Exhibit C: Applicant's Project Intent](#)

[Exhibit D: Existing Conditions Survey](#)

[Exhibit E: Aerial Photograph](#)

[Exhibit F: Site Photographs](#)

City Council Staff Report

Subject: 962 Woodside Plat Amendment
Author: Laura Kuhrmeyer, Planner I
Project Number: PL-20-04465
Date: April 16, 2020
Type of Item: Administrative – Plat Amendment

Summary Recommendation

Staff recommends the City Council review and hold a public hearing for the 962 Woodside Avenue Plat Amendment 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: CJG DEVELOPMENT LLC
Represented by – Alliance Engineering, Inc. – Marshall King
Location: Parcel SA-19 and SA-20
Zoning: Historic Residential (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Executive Summary

The Applicant proposes to combine Lot 17 and Lot 18 of Block 3 of Snyder's Addition into one (1) Lot of Record. The Site is currently vacant, but Lot 17 contains a portion of a gravel "parking" area.

On March 11, 2020, the Planning Commission reviewed the proposed 962 Woodside Avenue Plat Amendment and unanimously forwarded a positive recommendation to City Council (See [Planning Commission March 11, 2020 Audio](#)).

Staff is recommending approval of the proposed Plat Amendment as the proposed Lot will comply with zoning requirements for Lot Size, Width, and Depth. Additionally, public snow storage easements will be dedicated with the recorded plat.

Purpose

The purpose of the Historic Residential (HR-1) District can be found in [Land Management Code \(LMC\) § 15-2.2-1](#).

Background

On February 3, 2020, the Planning Department received a complete Plat Amendment Application to combine Lot 17 and Lot 18 of Block 3 of Snyder's Addition into one (1) Lot of Record.

Analysis

The subject parcels (SA-19 and SA-20) are located at 962 Woodside Avenue and 968 Woodside Avenue, respectively. The site is within the Historic Residential (HR-1) District. The proposed Plat Amendment requests to combine Lot 17 and Lot 18 of Block 3 of Snyder's Addition into one (1) Lot of Record. Any future construction on this site must maintain all requirements of the HR-1 zone.

The proposed Lot contains 3,750 square feet and meets the minimum Lot Area for both a Single Family Dwelling (1,875 square feet) and a Duplex (3,750 square feet). As proposed, the Lot measures fifty feet (50') wide and seventy-five feet (75') deep and meets the minimum Lot Width of twenty-five feet (25'). These measurements determine the minimum setback requirements which are as follows:

	Required
Front Setback	10 feet
Rear Setback	10 feet
Side Setback	5 feet
Side Setback Facing a Platted Right of Way	5 feet

The proposed Lot Size is compatible with existing lots in the neighborhood and in the overall Historic District.

The maximum building footprint for a Lot this size is 1,519 square feet according to the building footprint formula illustrated in [Table 15-2.2 of the Land Management Code \(LMC\)](#). The maximum Building Height of any new Structure would be twenty-seven feet (27') from Existing Grade. Any new Structure would also be need to meet parking requirements per [LMC § 15-3](#).

Staff has added a Condition of Approval (#5) that requires the illegal gravel parking area to be removed prior to recordation of this Plat.

Staff recommends approval of the Plat Amendment as it will result in the removal of an illegal gravel "parking" area and create one (1) Legal Lot of Record.

Good Cause

Staff finds good cause for this plat amendment in that it will clean up the property lines at this location. The proposed Lot will comply with zoning requirements for Lot Size, Width, and Depth. Additionally, public snow storage easements will be dedicated with the recorded plat.

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 26, 2020, 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 22, 2020.

Public Input

No public comment has been received at the time of this report.

Alternatives

- The City Council may approve the proposed 962 Woodside Avenue Plat Amendment, as conditioned or amended at the meeting; or
- The City Council may deny the proposed 962 Woodside Avenue Plat Amendment, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the proposed 962 Woodside Avenue Plat Amendment, and request additional information or analysis in order to make a recommendation.

Significant Impacts

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

Consequences of not taking recommended action

The consequences of not taking the recommended action would be that the two parcels would remain separate and the Applicant could not construct a home crossing the property line between the two (2) parcels.

Summary Recommendations

Staff recommends the City Council review and hold a public hearing for the 962 Woodside Avenue Plat Amendment 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: 962 Woodside Avenue Plat Amendment (Proposed)

Exhibit B: Current Plat

Exhibit C: Applicant's Project Intent

Exhibit D: Existing Conditions Survey

Exhibit E: Aerial Photograph
Exhibit F: Site Photographs

Exhibit A – Draft Ordinance

Ordinance No. 2020-20

AN ORDINANCE APPROVING THE 962 WOODSIDE AVENUE PLAT AMENDMENT, LOCATED AT 962 WOODSIDE AVENUE AND 968 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 962 Woodside Avenue and 968 Woodside Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on February 22, 2020, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on February 26, 2020, 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 11, 2020, to receive input on the proposed Plat Amendment; and

WHEREAS, the Planning Commission on March 11, 2020, forwarded a positive recommendation to the City Council; and,

WHEREAS, on April 16, 2020, 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 962 Woodside Avenue Plat Amendment, located at 962 Woodside Avenue and 968 Woodside Avenue.

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

SECTION 1. APPROVAL. The 962 Woodside Avenue Plat Amendment as shown in **Attachment 1** is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The subject property is located at 962 Woodside Avenue and 968 Woodside Avenue.
2. Once combined, the Lot will be addressed 962 Woodside Avenue.
3. The site is within the Historic Residential (HR-1) District.
4. The property is vacant, with the exception of a gravel “parking” area. This will be removed prior to recordation, per condition of approval # 5.

5. The Plat Amendment application is a request to combine Lot 17 and Lot 18 of Block 3 of Snyder's Addition into one (1) Lot of Record.
6. The proposed Lot consists of 3,750 square feet and meets the minimum Lot Size for a Single Family Dwelling (1,875 square feet) and for a Duplex (3,750 square feet).
7. The proposed Lot measures fifty feet (50') wide and seventy-five feet (75') deep and meets the minimum Lot Width of twenty-five feet (25').
8. The proposed Lot Size is compatible with existing lots in the neighborhood and in the overall Historic District.
9. The minimum required Front and Rear Setbacks for the proposed Lot would be 10 feet.
10. The minimum required Side Setback for the proposed Lot would be five feet (5') for the interior lot line and five feet (5') for the side that faces 10th Street.
11. The maximum building footprint for a Lot this size is 1,519 square feet.
12. The maximum Building Height of any new Structure would be twenty-seven feet (27') from Existing Grade.
13. Any new Structure would also be need to meet parking requirements per [LMC § 15-3](#).
14. Staff finds good cause for this plat amendment in that it will clean up the property lines at this location. The proposed Lot will comply with zoning requirements for Lot Size, Width, and Depth. Additionally, public snow storage easements will be dedicated with the recorded plat.
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. 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.
4. All existing encroachments, including the gravel pad, shall be removed prior to recordation of the Plat.

5. The existing gravel pad shall be removed prior to recordation of the Plat.
6. A ten foot (10') public snow storage easement on both street fronts shall be noted on the Plat.
7. The property is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is not regulated by the City for mine related impacts. However, 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.
8. A note shall be added to the Plat stating that the Site is located within the FEMA Flood Zone X.
9. All development shall provide elevation certificates certifying compliance with the minimum FEMA Flood Zone Requirements.
10. 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.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 16th day of April, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

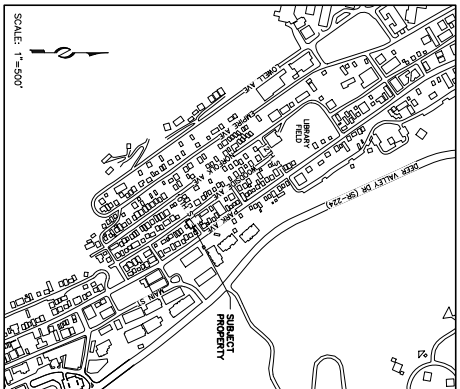
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Attachment 1 – 962 Woodside Avenue Plat Amendment (Proposed)

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, Christopher Galt, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 724891, 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 in the plat and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

All of Lots 17 and 18 of Block 3, SNYDER'S ADDITION TO PARK CITY, according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the herein described tract of land, does hereby certify that it has caused this plat to be prepared, and does hereby dedicate the same to the public use of the State of Utah. ALSO, the owner hereby dedicates for the perpetual use of the public areas shown on this plat and shown on the ground as shown on this plat. The owner also hereby certifies that the areas shown on this plat for the purpose shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2020.

By _____
Christopher J. Galt, Registered Professional Land Surveyor
CJC Development, LLC, a Utah limited liability company

ACKNOWLEDGMENT

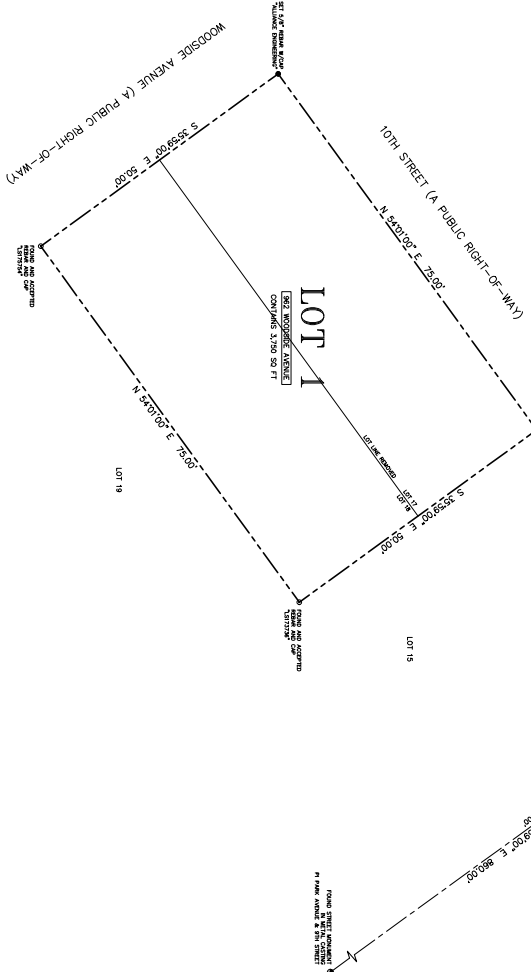
STATE OF _____)
COUNTY OF _____) ss:
I, _____

On this _____ day of _____, 2020, Christopher J. Galt personally appeared before me, whose identity is personally known to me and or proven on the basis of _____, and acknowledged to me that he executed the foregoing plat of land for the purposes and consideration therein expressed, and that said document was signed by him on his own free will and without any duress, fraud, or coercion, and that said document was signed by him as a member of the _____, and he acknowledged to me that he executed 962 WOODSIDE AVENUE PLAT AMENDMENT.

By _____
History Public
Printed Name _____
Residing In _____
My commission expires: _____
Commission No. _____

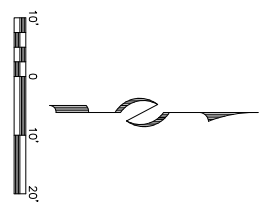
NOTES

1. This plat amendment is subject to the conditions of Approval in Ordinance 2020-_____.
2. The property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Hazard Map of the State of Utah, prepared by the Utah Department of Natural Resources, Division of Water, and has an effective date of March 16, 2006.



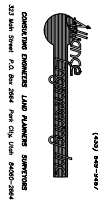
962 WOODSIDE AVENUE PLAT AMENDMENT

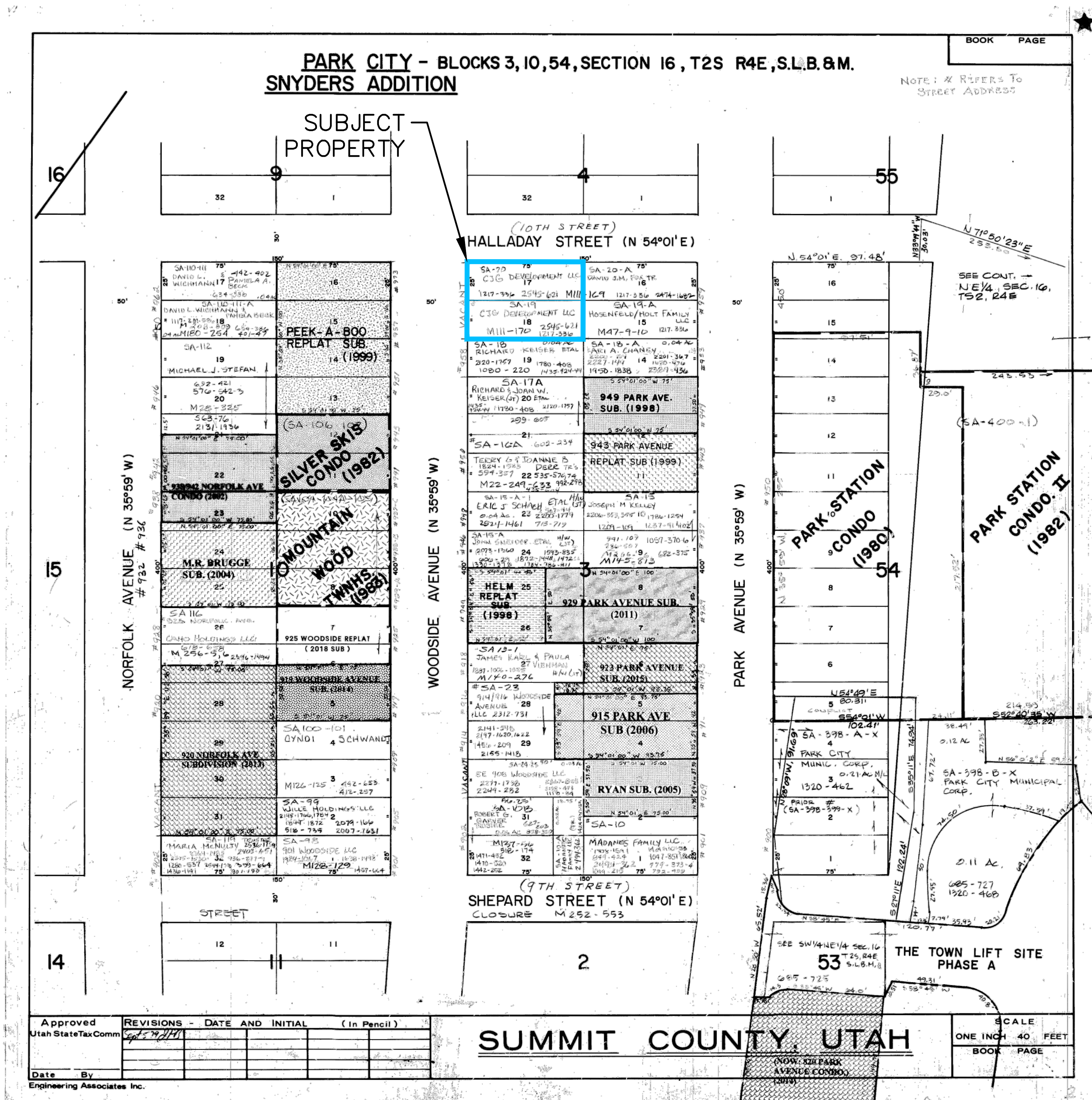
LOCATED IN BLOCK 3, SNYDER'S ADDITION TO PARK CITY
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



DATE FOR NO. 2-12-19 FILE IN (Supplemental) only on 02/20/19 07115.dwg
SHEET 1 OF 1

PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS _____ DAY OF _____, 2020 BY _____ SUMMIT COUNTY GIS COORDINATOR		SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2020 BY _____ S.B.W.R.D.		PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2020 BY _____ CHAIR		ENGINEER'S CERTIFICATE FIND THIS PLAT TO BE IN ACCORDANCE WITH THE FILE IN MY OFFICE THIS _____ DAY OF _____, 2020 BY _____ PARK CITY ENGINEER		APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2020 BY _____ PARK CITY ATTORNEY		COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2020 BY _____ MAYOR		CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS RECORDED BY _____ DAY OF _____, 2020 BY _____ PARK CITY RECORDER		STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ DATE _____ RECORDED ENTRY NO. _____	
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SNYDER'S ADDITION TO PARK CITY, BLOCK 3,
LOTS 17&18

(962 WOODSIDE AVENUE)

PROJECT INTENT

The property at 962 Woodside Avenue is vacant. The historic lot line as platted between Lots 17 and 18 still exists. The owner desires to remove the lot line and unify the property into one lot of record with the ultimate goal of constructing a single family residence on the property.

962 WOODSIDE AVENUE

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
LOTS 17 and 18, BLOCK 3 SNYDER'S ADDITION TO
PARK CITY SURVEY
RECORD OF SURVEY
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 plat is a correct representation of said survey.

LEGAL DESCRIPTION

LOT 17, Block 3, Snyder's Addition to Park City

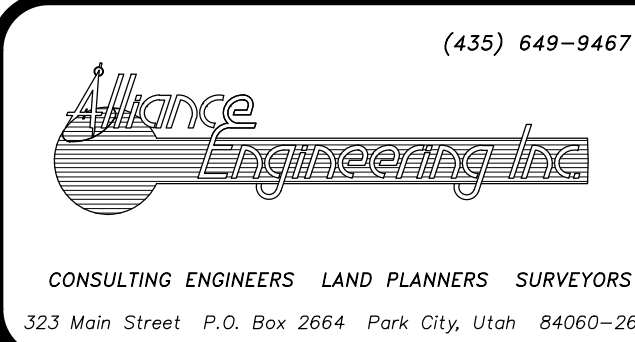
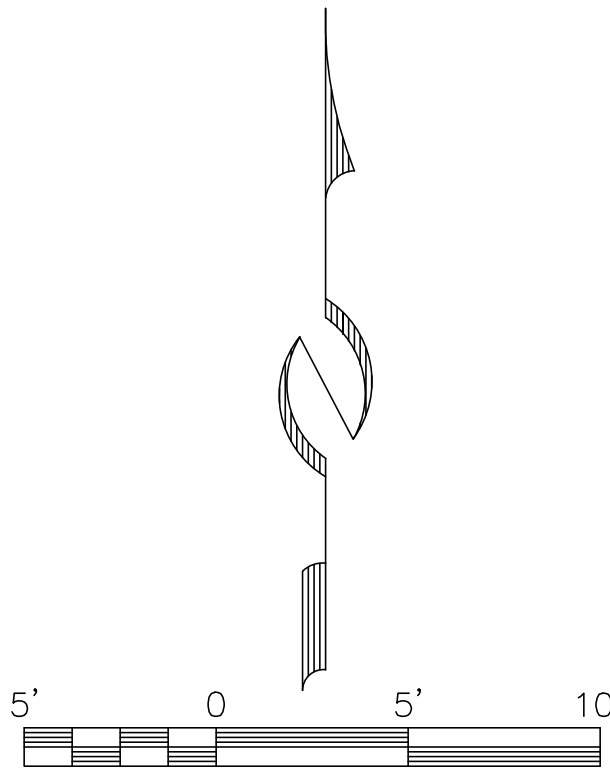
LOT 18, Block 3, Snyder's Addition to Park City

NOTES

1. Basis of Bearing for this survey is between the found street monuments as shown on this survey.
2. Field work for this survey was completed December 17, 2019, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform a Boundary Survey, set and locate property corners, perform an Existing Conditions and Topography survey for a real estate transaction, subdivision platting, and the possibility of future improvements to the property.
4. A Title Report was not provided to the surveyor and no easements or setbacks 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. Recorded deeds, Snyder's Addition to Park City Subdivision plat, Record of Survey No. 4367 (aforementioned documents on file and of record with the Summit County Recorder's Office), an unrecorded survey signed and dated 9-28-16 by Martin Morrison (Job No. 6-8-16 Alliance Engineering), and physical evidence found in the field were used to determine the boundary as shown on this plat.
6. Site Benchmark: Sewer Manhole in 10th Street=6958.97' as shown on this survey.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were found or set as shown.
9. Measured bearings and distances, when different than record are in parentheses ().
10. County records indicate the address of Lot 17 is 968 Woodside Avenue and Lot 18 is 962 Woodside Avenue.

LEGEND

- Set 5/8" rebar w/cap
"ALLIANCE ENGINEERING"
(Unless noted otherwise)
- Found Monument
(As-Noted)
- ⦿ Found Street Monument
(As-Noted)



STAFF:
CHARLES GALATI
CONNOR DINSMORE
TOM LUND
CHIP TOMSUDEN

DATE: 1/23/2020

EXISTING CONDITIONS & TOPOGRAPHIC MAP
LOT 17 & 18, BLOCK 3
SNYDER'S ADDITION

FOR: CJG DEVELOPMENT

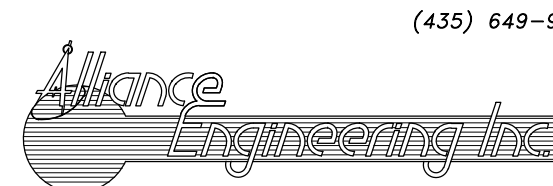
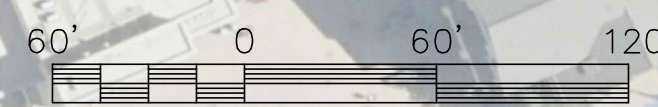
JOB NO.: 7-12-19

FILE: X:\SnydersAddition\dwg\sr\svr\2019\071219-962 Woodside\071219.dwg

SHEET
1
OF
1



SUBJECT
PROPERTY



(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MARSHALL KING
CONNOR DINSMORE

DATE: 1/21/20

AERIAL PHOTOGRAPH
962 WOODSIDE AVENUE
BLOCK 3, SNYDERS ADDITION

FOR: CJG DEVELOPMENT, LLC
JOB NO.: 7-12-19

FILE: X:\SnydersAddition\dwg\Exhibits\962 Woodside Avenue-ortho.dwg

SHEET
1
OF
1



962 Woodside Avenue – looking Southeasterly



962 Woodside Avenue – looking Northeasterly



962 Woodside Avenue – looking Southerly



962 Woodside Avenue – looking Northwesterly



962 Woodside Avenue – looking Southwesterly

Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Approve Resolution 05-2020, a Resolution Authorizing the Reimbursement of Certain Capital Expenditures Including Acquisition, Construction and Completion of Improvements to the Water System of the City through Future Anticipated Water Revenue Bonds to be Issued by the City in the Current Fiscal Year as well as FY 2021, FY 2022, and FY 2023, along with the Authorization to Refund (Refinance) the Series 2009C and 2010 Bonds

(A) Public Hearing (B) Action

Suggested Action:

City Council should adopt a resolution authorizing the reimbursement of certain capital expenditures including acquisition, construction and completion of improvements to the water system of the City through future anticipated Water Revenue Bonds to be issued by the City in the current fiscal year as well as FY 2021, FY 2022, and FY 2023. The resolution also includes authorization to refund (refinance) the Series 2009C and 2010 bonds.

Attachments:

[Park City Water Revenue Bonds Staff Report](#)

[Exhibit A: \\$160 Million Water Revenue Bond Resolution of Authorization](#)

City Council Staff Report



Subject: Park City Water Revenue Bond Resolution
Author: Jed Briggs and Clint McAfee
Department: Budget and Public Utilities Departments
Date: April 16, 2020
Type of Item: Administrative

Summary Recommendation

Adopt a resolution authorizing the reimbursement of certain capital expenditures including acquisition, construction and completion of improvements to the City's water system through future anticipated Water Revenue Bonds, issued in the current fiscal year, as well as FY 2021, FY 2022, and FY 2023. The resolution also includes authorization to refund (refinance) the Series 2009C and 2010 bonds.

Background

The City's Water Fund anticipates capital improvement projects, as adopted in the 2020 Capital Improvement Plan and proposed 2021 Capital Improvement Plan, over the next four years in the amount of approximately \$160 million. Water improvement projects and design work for several projects are currently underway. These include significant design work related to the construction of the MIW project (Three Kings Water Treatment Plant), Quinns Junction Water Treatment Plant upgrades, and related capital improvements. These projects are required and essential to maintain the current level of water service, protect public health, and maintain regulatory compliance.

Construction of these projects will continue over the next 5 years, with water revenue bonds being issued as needed to fund the projects. The first of these bonds is planned and budgeted in FY 2020 as construction of the MIW project is underway. For FY20, the bond is currently anticipated to be approximately \$36 million, with similarly sized bonds following in the next three fiscal years.

The Water Fund does not have sufficient cash available in FY 2020 to cover the cost of project design and construction without issuing water revenue bonds. The attached Water Revenue Bond Reimbursement Resolution allows the City to reimburse qualifying capital expenditures, which occurred in FY 2019 and FY 2020. These amounts, along with future revenue bonds to be issued, will allow the City to maintain sufficient fund balance in the Water Fund during the next 5 years of water improvements. Currently, bonds beyond FY 2023 are not anticipated as necessary for water system operation, maintenance, and replacement, as costs will be funded at levels covered by annual water service fee revenues.

Analysis

The attached bond resolution sets the parameters of the 2020 Series Water Revenue bond issuance, delegate's final approval of bond terms to the City Manager, and

initiates the process of public notice. The resolution sets the maximum principal issuance amount at \$160,000,000 and defines the purpose as follows:

The Bonds are to be issued for the purpose of (a) financing the costs of the acquisition, construction and completion of improvements to the water system of the City, (b) refunding, if economically desirable in the City's judgment, all or a portion of the City's currently outstanding Taxable Water Revenue Bonds, Series 2009C (Build America Bonds-Issuer Subsidy) and Water Revenues Bonds, Series 2010 (Bank Qualified) (collectively, the "Refunded Bonds")(c) funding reserves, if necessary, and (d) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the General Indenture and the Supplemental Indentures.

The resolution also establishes the format for public notice, which should be published in the Park Record for two consecutive weeks, the first notice not less than 14 days before the public hearing. The public notice will announce a public hearing to be held on May 7, 2020, and will initiate a 30 day period in which interested parties may contest the legality of the resolution or the bonds.

For the Series 2020 Water Revenue Bond, the resolution also establishes maximum terms of 5% interest, not more than 20 years, and 0% discount from par. These terms are intentionally set high to allow flexibility in the bond structure. Staff anticipates that the actual interest rate of the bond would be closer to the current rate of 2.00% than the maximum. The maturity of the bond is expected to be 20 years, but if beneficial could be longer.

Staff anticipates Council holding a public hearing on May 14, 2020. After the public hearing, the City Manager may authorize the final terms and sale of the water revenue bonds. It is anticipated that the sale of the bonds would occur on or around May 28, 2020. Staff would proceed with the bond closing on or after May 29, 2020. The bond will be sold by competitive sale. It is the recommendation of the City's financial advisor and staff that, based on the current market for water bonds, the size of the bond, and the financially sound standing of the City, a competitive sale could provide better interest rates and therefore savings to the Water Fund and water users.

Funding Source

Debt service for water revenue bonds will be funded through water service fees and water impact fees, and is included in the rate structure which has been adopted as part of the Budget, 5-Year CIP, and included in the long range Water Fund Financial Model.

Exhibits

A - April 16, 2020 Park City Water Revenue Bond Resolution

RESOLUTION No. 05-2020

A RESOLUTION AUTHORIZING THE ISSUANCE AND THE SALE OF NOT
TO EXCEED \$160,000,000 AGGREGATE PRINCIPAL AMOUNT OF
WATER REVENUE BONDS

*** *** ***

Whereas, Park City, Utah (the “City”) is a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah; and

Whereas, the City considers it necessary and desirable and for the benefit of the City and the users of the System (as hereinafter defined) to issue water revenue bonds as hereinafter provided for the purpose of (a) financing the cost of acquisition, construction and completion of improvements to the water system of the City (collectively, the “Project”) and (b) refunding of the City’s Taxable Water Revenue Bonds, Series 2009C (Build America Bonds–Issuer Subsidy) and Water Revenues Bonds, Series 2010 (Bank Qualified) (collectively, the “Refunded Bonds”).

Whereas, pursuant to and in accordance with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Utah Code”) and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code (collectively, the “Act”), the General Indenture of Trust, dated as of December 1, 2002 (the “General Indenture”), between the City and Zions Bancorporation, National Association, as trustee (the “Trustee”), as amended and supplemented (the copy of which is attached hereto as *Exhibit A*), and one or more Supplemental Indentures of Trust (the “Supplemental Indenture” and, together with the General Indenture, the “Indenture”), between the City and the Trustee (the form of which is attached hereto as *Exhibit B*), the City has determined that it is in the best interest of the City to (a) issue not more than \$160,000,000 Water Revenue and Refunding Bonds in one or more series (the “Bonds”) pursuant to this Resolution and the Indenture to provide funds for the purpose of (i) paying a portion of the costs of the Project, (ii) refunding the Refunded Bonds, (iii) funding a debt service reserve fund, if necessary, and (iv) paying costs of issuance relating to the issuance, sale and delivery of the Bonds and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture; and

Whereas, the City is authorized by the Act to enter into the Indenture and to issue the Bonds; and

WHEREAS, in the opinion of the City, it is in the best interests of the City that (a) the City Manager (or, in the event of the absence or incapacity of the City Manager, the Finance Manager, or in the event of the absence or incapacity of both the City Manager and the Finance Manager, the Mayor (collectively, the “Designated Officer”)) be authorized to (i) determine whether to pursue a competitive sale, negotiated sale or private purchase for the sale of the Bonds, (ii) if a private purchase sale is pursued, select a purchaser for the Bonds, (iii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY[®] electronic bid submission system and determine the best bid received that conforms to

the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds, (iv) if a negotiated sale is pursued, select an underwriter for the Bonds, and (v) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and the Bonds and to execute each Certificate of Determination, if necessary, containing such terms and provisions and (b) the Mayor be authorized to execute the Official Statement with respect to the Bonds; and

Whereas, Sections 11-14-316 and 11-27-4 of the Utah Code provides for the publication of a Notice of Bonds to be Issued and the City Council of the City (the “City Council”) desires to publish such a Notice of Bonds to be Issued at this time in compliance with said section with respect to said Bonds;

WHEREAS, Section 11-14-318 of the Utah Code requires that a public hearing be held to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector after giving notice of such public hearing as provided by law, and the City desires to cause the publication of such a notice; and

Whereas the expenditures relating to the Project (the “*Expenditures*”) (i) have been paid from the City’s Water Fund (the “*Fund*”) within sixty days prior to the passage of this Resolution or (ii) will be paid from the Fund on or after the passage of this Resolution;

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

Section 1. Issuance of Bonds. (a) In accordance with and subject to the terms, conditions and limitations established by the Act and in the Indenture and for the purposes set forth herein, there is hereby authorized and directed the execution, issuance, sale and delivery of the Bonds in one or more series in the aggregate principal amount not to exceed \$160,000,000. The Bonds shall be dated as of the date of the initial delivery thereof. The Bonds shall be in authorized denominations, shall be payable, and shall be executed and delivered all as provided in the Indenture. The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

The Bonds shall mature in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the dated date, payable semiannually each year, and at the rates per annum and commencing on the dates, all as provided in the Certificate of Determination, a form of which is attached hereto as *Exhibit C* (the “*Certificate of Determination*”) or the Purchase Contract (defined below). The Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in the this Resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Bonds; *provided* that the aggregate principal amount of all series of the Bonds shall not exceed \$160,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the final maturity of each series of Bonds shall not be later than twenty years from their date or dates;

(iii) the number of series of Bonds issued and the timing of the issuance of such Bonds; *provided, however*, that the final series of Bonds shall not be issued later than six years from the date of this Resolution;

(iv) the interest rate or rates of the Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 5.50% per annum;

(v) the sale of the Bonds to the purchaser of the Bonds (the “Purchaser”) and the purchase price to be paid by the Purchaser for the Bonds; *provided, however*, that the discount from par of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(vi) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vii) the optional redemption date of the Bonds, if any;

(viii) the use and deposit of the proceeds of the Bonds;

(ix) the maturity dates and amounts, if any, of the Refunded Bonds to be refunded by the Bonds;

(x) the amount, use and deposit of any funds of the City legally available to provide for the refunding of the Refunded Bonds (including monies held by the City for payment of debt service on the Refunded Bonds); and

(xi) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

The Board expects to issue the Bonds through one or more competitive sales. However, there is hereby delegated to the Designated Officer the authority to determine the method of sale for each series of Bonds. If a negotiated sale or private purchase is pursued for a series of Bonds, the Designated Officer is authorized to select the Purchaser or underwriter and to obtain such information as he or she deems necessary to make such determinations as provided above.

If a competitive sale is pursued for a series of Bonds, immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to

determine the bid of the responsible bidder that results in the lowest effective interest rate to the Issuer (the “*Best Bidder*”). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof. If the Designated Officer determines that it is in the best interest of the Issuer and the District, the Designated Officer may (a) waive any irregularity or informality in any bid or in the electronic bidding process; and (b) reject any and all bids for the Bonds.

In the event the method of sale selected by the Designated Officer for a series of Bonds is a negotiated sale or private purchase, a Purchase Contract (the “*Purchase Contract*”), in substantially the form attached hereto as *Exhibit F* and containing substantially the terms and provisions set forth therein, is hereby authorized and approved. To evidence the acceptance of each Purchase Contract, the President is hereby authorized and directed to execute and deliver, and the City Recorder to attest, countersign and seal each Purchase Contract, in substantially the form attached hereto as *Exhibit F*, with such insertions, deletions, changes, omissions and variations as the Mayor may deem appropriate (such approval of the Mayor of any such changes shall be conclusively established by the execution of each Purchase Contract).

(c) Each series of Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The form of the Bonds set forth in the Supplemental Indenture, subject to appropriate insertion and revision in order to comply with the provisions of the Indenture, is hereby approved.

(e) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Net Revenues (as defined in the Indenture) derived by the City from the operation of its System (as defined in the Indenture) for the distribution of water, and certain funds established under the Indenture, subject to the application of the Net Revenues upon the terms and conditions set forth in the Indenture. The Bonds shall not be obligations of the State of Utah or any other political subdivision thereof, other than the City, and neither the faith and credit nor the taxing or appropriation power of the State of Utah or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Approval of General Indenture and Approval and Execution of Supplemental Indenture. The General Indenture and the Supplemental Indenture, in substantially the forms attached hereto as *Exhibits A* and *B*, respectively, are hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Supplemental Indenture on behalf of the City, and the City Recorder is hereby authorized, empowered and directed to attest such execution and to countersign, and to affix the seal of the City to the Supplemental Indenture, with such changes to the Supplemental Indenture from the

forms attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. The provisions of the General Indenture and the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The General Indenture and the Supplemental Indenture shall constitute a “system of registration” for all purposes of the Registered Public Obligations Act of Utah.

Section 3. Approval of Continuing Disclosure Undertaking. A Continuing Disclosure Undertaking relating to each series of Bonds (the “*Continuing Disclosure Undertaking*”), in substantially the form attached hereto as *Exhibit D* is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver each Continuing Disclosure Undertaking on behalf of the City, and the City Recorder is hereby authorized, empowered and directed to affix the seal of the City and to attest such seal, with such changes to each Continuing Disclosure Undertaking from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Section 4. Approval of Official Statement. (a) An Official Statement of the City is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit E* (the “*Official Statement*”), with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Certificate of Determination. The Mayor shall sign and deliver the Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor’s execution of the Official Statement.

(b) The use and distribution of an Official Statement in preliminary form (the “*Preliminary Official Statement*”), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit E*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Finance Manager shall deem advisable. The Mayor, the City Recorder and the Finance Manager are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of each series of Bonds. The Mayor, the City Recorder and the Finance Manager are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming each Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 5. Other Certificates and Documents Required to Evidence Compliance with Federal Tax Laws. Each of the Mayor and the City Recorder is hereby authorized and directed to execute such other certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds.

Section 6. Other Actions With Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds including, without limitation, the execution and delivery of any documents required to be delivered in connection with the sale and delivery of the Bonds. If (a) the Mayor or (b) the City Recorder shall be unavailable to execute or attest and countersign, respectively, the Bonds or the other documents that they are hereby authorized to execute, attest and countersign the same may be executed, or attested and countersigned, respectively, (i) by the Mayor pro tempore or (ii) by any Deputy City Recorder.

Section 7. Notice of Bonds to be Issued. In accordance with the provisions of Sections 11-14-316 and 11-27-4 of the Utah Code, the City Recorder shall cause the “Notice of Bonds to be Issued,” in substantially the form attached hereto as *Exhibit G*, to be published one time in *The Park Record*, a newspaper of general circulation in the City, and shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Resolution or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 8. Public Hearing. (a) In satisfaction of the requirements of Section 11-14-318 of the Local Government Bonding Act, a public hearing shall be held by the City to receive input from the public with respect to the issuance by the City of the Bonds for the purposes set forth in Section 1 hereof and the potential economic impact of the Project on the private sector.

(b) The City Recorder shall cause the “Notice of Public Hearing,” in substantially the form attached hereto as *Exhibit H*, to be published (a) once each week for two consecutive weeks in *The Park Record*, a newspaper of general circulation in the City, with the first publication being at least 14 days prior to the date set for the public hearing and (b) on the Utah Public Notice Website no less than 14 days before the public hearing described in this Section.

Section 9. Reimbursement. For the purpose of satisfying certain requirements under the Internal Revenue Code of 1986, the City reasonably expects to reimburse the Expenditures with the proceeds of the Bonds to be issued in the maximum principal amount of \$150,000,000.

Section 10. Resolution Irrepealable. Following the execution and delivery of the Indenture, this resolution shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 11. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 12. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the City Council of Park City, Utah, this April 16, 2020.

PARK CITY, UTAH

By _____
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By _____
City Recorder

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A

[GENERAL INDENTURE OF TRUST]

EXHIBIT B

[FORM OF SUPPLEMENTAL INDENTURE]

EXHIBIT C

[FORM OF CERTIFICATE OF DETERMINATION]

EXHIBIT D

[FORM OF CONTINUING DISCLOSURE UNDERTAKING]

EXHIBIT E

[FORM OF OFFICIAL STATEMENT]

EXHIBIT F

[FORM OF PURCHASE CONTRACT]

EXHIBIT G

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 11-27-4 of the Utah Code Annotated 1953, as amended, that on April 16, 2020, the City Council of Park City, Utah (the “City”), adopted a resolution (the “Resolution”) in which it authorized and approved the issuance of the City’s water revenue bonds in one or more series (the “Bonds”) in an aggregate principal amount of not to exceed One Hundred Sixty Million Dollars, to mature in not more than twenty years from their date or dates, to bear interest at a rate or rates not to exceed five and one-half percent per annum, and to be sold at a discount from par of not to exceed two percent. The purchaser or purchasers will be required to make a good faith deposit in connection with its agreement to purchase the Bonds.

The Bonds are to be issued and sold by the City pursuant to (1) the Resolution, (2) a General Indenture of Trust (the “General Indenture”) between the City and Zions Bancorporation, National Association (the “Trustee”), and (3) a Supplemental Indenture of Trust (the “Supplemental Indenture”) between the City and the Trustee, supplementing the General Indenture. The Supplemental Indenture will be executed and delivered at a future date or dates prior to the issuance of the Bonds in substantially the form attached to the Resolution, with such changes thereto as shall be approved by the City, *provided* that the principal amount, interest rate or rates, maturity or maturities and discount will not exceed the maximums set forth above.

The Bonds are to be issued for the purpose of (a) financing the costs of the acquisition, construction and completion of improvements to the water system of the City, (b) refunding, if economically desirable in the City’s judgment, all or a portion of the City’s currently outstanding Taxable Water Revenue Bonds, Series 2009C (Build America Bonds–Issuer Subsidy) and Water Revenues Bonds, Series 2010 (Bank Qualified) (collectively, the “Refunded Bonds”)(c) funding reserves, if necessary, and (d) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the General Indenture and the Supplemental Indentures. The aggregate principal amount of the Bonds, if any, issued for the purpose of refunding the Refunded Bonds may exceed the aggregate principal amount of the Refunded Bonds. The City reserves the right to issue Bonds for the purpose described in clause (a) without issuing the Bonds for the purpose described in clause (b).

The Bonds shall be payable from and secured by the revenues of the City’s water system and certain other funds, as more particularly described in the Indenture.

The City currently has \$_____ bonds currently outstanding that are secured by the Net Revenues. More detailed information relating to the City’s outstanding bonds can be found in the City’s most recent Comprehensive Annual Financial Report that is available on the Office of the Utah State Auditor’s website (www.sao.state.ut.us). The estimated total cost to the City of the proposed Bonds that will be used to finance the costs of the Project, if the Bonds are held until maturity and based on estimated interest rates currently in effect, is \$_____.

A copy of the Resolution (including a copy of the General Indenture and a draft of a Supplemental Indenture) is on file in the office of the City Recorder, located at 445 Marsac Avenue, in Park City, Utah, where it may be examined during regular business hours of the City Recorder from 8:00 A.M. to 5:00 P.M. Said Resolution (including a copy of the General Indenture and draft of a Supplemental Indenture) shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the General Indenture and the Supplemental Indenture) of the City Council of Park City, Utah, or the Bonds or any provisions made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause.

DATED April 16, 2020.

PARK CITY, UTAH

EXHIBIT H

NOTICE OF PUBLIC HEARING — PARK CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the “*Council*”) of Park City, Utah (the “*City*”), shall hold a public hearing to receive input from the public with respect to the issuance of its Water Revenue Bonds (the “*Bonds*”) to finance all or a portion of the cost of acquiring and constructing certain improvements (the “*Project*”) to the City’s water system (the “*System*”) and the potential economic impact that the Project will have on the private sector, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “*Act*”).

PURPOSE FOR ISSUING BONDS

The City intends to issue the Bonds for the purpose of (1) financing all or a portion of the costs of the acquisition, construction and improvement of the Project, (2) funding any necessary reserves and contingencies in connection with the Bonds, and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE BONDS

The City intends to issue the Bonds that will be used to finance the costs of the Project in an aggregate principal amount not exceeding One Hundred Sixty Million Dollars.

WATER REVENUES PROPOSED TO BE PLEDGED

The City proposes to pledge to the payment of the Bonds the net revenues from the System (the “*Net Revenues*”).

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold and conduct a public hearing during a public meeting that is to begin at 6:00 p.m. on May 14, 2020. The public hearing will be held at 445 Marsac Avenue, in Park City, Utah. All members of the public are invited to attend and participate in the public hearing. Prior to the public hearing, written comments may be submitted to the City, to the attention of the City Recorder, 445 Marsac Avenue, Park City, Utah 84060.

DATED April 16, 2020.

PARK CITY, UTAH

Council Agenda Item Report

Meeting Date: April 16, 2020

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

COVID-19 Capital Budget Impact Update

(A) Public Input

Suggested Action:

Confirm the financial strategy presented to Council on April 9, 2020, to implement a series of operating expense control measures, deferring, delaying and cancelling non-essential Capital projects and equipment purchases, and utilizing a portion of the City's emergency reserves. Staff recommends deferring a series of planned Capital projects to achieve \$1,000,000 of savings within fiscal year 2020 (Exhibit A).

Attachments:

[COVID-19 Financial Impacts Staff Report](#)

[Exhibit A: Deferred Capital Projects for FY20](#)

City Council Staff Report



Subject: COVID-19 Capital Financial Impacts
Author: Jed Briggs & Erik Daenitz
Department: Budget
Date: April 16, 2020
Type of Item: Administrative

Recommendation

Confirm the financial strategy presented to Council on April 9, 2020, to implement a series of operating expense control measures, deferring, delaying and cancelling non-essential Capital projects and equipment purchases, and utilizing a portion of the City's emergency reserves. Staff recommends deferring a series of planned Capital projects to achieve \$1,000,000 of savings within fiscal year 2020 (Exhibit A).

Background

The City's recession plan is being implemented to close a **projected General Fund revenue shortfall of \$3.9M in fiscal year 2020**. This shortfall is driven by a combination of lost sales tax and program revenue.

Going forward, in order to provide a thoughtful framework to evaluate what may prove to be a series of difficult financial decisions (both for the remainder of FY2020, and then FY2021), staff plans to utilize the following budgetary principles to help inform and guide the underlying approach:

- **Fiscal Responsibility:** Transparent local decision-making, conservative economic projections, and resist reactive short-term savings at the expense of long-term prosperity;
- **Commitment & Compassion:** Maintain core local government service commitments - public safety, health and wellbeing, economic opportunity;
- **Shared Sacrifice:** No one group shall bear a disproportionate burden.

Overall, Park City's General and Capital Improvement Funds are well positioned to help sustain and augment municipal operations during an economic downturn. In many respects, the City's financial strategy is closely aligned with industry best practices in terms of emergency and reserve funds, and should provide the ability to maintain core services, even in the most dire of circumstances.

Analysis

As discussed at the April 9, 2020, City Council meeting, staff plans to initiate a three-step approach to close the projected FY2020 funding gap, yet preserves service levels and foregoes layoffs through June 30:

1. Operating - Reduce Expenditures (\$1.25M)

- a. Eliminate non-essential expenditures and seek immediate 5% budget reductions from each department (tuition, supplies, equipment, travel,

hiring, merit pay, etc.). Operating controls were initiated concurrently the City's original Emergency Declaration in March. With the assistance of every City department, we project achieving \$1.25M in operating reductions by June 30, 2020.

2. Capital - Delay & Defer Projects, Utilize Emergency Reserve (\$2M)

- a. a. Generate a minimum of 50% of savings by delaying or deferring capital projects and expenses; generate the other 50% through utilization of emergency CIP Fund balance. Exhibit A includes a reprioritized list of capital projects and equipment purchases. The reprioritization exercise focused on reducing community impacts, projecting future maintenance cost impacts, and the lifespan of existing equipment and facilities.

3. Emergency Reserves – Utilize Portion of Emergency Fund Balance (\$750k)

- a. General Fund balance provides an intentional source of funding relief under stressed financial conditions and has been strategically built up over the better part of the past decade.
- b. The limited use of this emergency reserve is designed to maintain a significant amount of the balance for future uncertainty that remains for the future fiscal year, or FY2021. Staff confirmed the availability of strong Emergency Reserve balances.

The focus of this staff report is the delay or deferment of capital improvement projects. The identified \$3.9M shortfall is found within the General Fund. The Capital Improvement Fund is intrinsically tied to the General Fund and can provide financial relief during economic downturns. Like the General Fund, the Capital Improvement Fund has a fund balance intentionally built up by Council and staff overtime to support and sustain core public service commitments in the face of an economic downturn. Fund balance, in short, is the difference between fund expenses and fund revenues. Staff is recommending that \$1M of this resource go towards covering the General Fund shortfall.

The other way that the Capital Improvement Fund can supplement the General Fund is by deferring or delaying capital projects. The funding sources for capital projects come from a myriad of revenue sources, such as impact fees, General Fund transfer, bond proceeds, federal grants, additional resort and transient room sales taxes. Some of these funding sources are considered inflexible, meaning they are earmarked specifically for a project or the funds cannot be spent to cover operating budget shortfalls.

Capital projects were reviewed as potential candidates for deferral through a multi-step criterion below. While staff could have cut deeper, we intend to utilize some of those savings to help us offset next year's deficit:

Criteria for Deferral

1. Source of Revenue

- a. Projects that are funded by grants or bonds that are tied directly to a project were excluded from consideration
- 2. CIP Process Score**
 - a. Projects were ranked from lowest to highest CIP process score (lowest = least critical, highest = more critical)
- 3. Project Status**
 - a. Projects that have not begun or are already completed with a remaining balance are available for deferral and/or reallocation
- 4. Manager Feedback**
 - a. Feedback from managers provides context on project priority that, if delayed, will result in minimal community or program impact
- 5. Fiscal Year 2020 Budget Spent**
 - a. Projects that have yet to spend fiscal year 2020 budget are considered a priority for deferral.

Almost all the projects recommended for deferral come from the General Fund transfer. Every year the General Fund transfers between \$2M and \$3M to the Capital Improvement Fund to help pay for capital projects. This budget can be carried over from previous fiscal years (carryforward) or is part of the intentional transfer for FY20. Delaying a capital project means freeing up the General Fund transfer resource and using it within the General Fund to plug the financial gap. Some projects are complete, while others are still slated by the project manager to be accomplished. As the City is facing another projected shortfall in FY21, project managers are aware that most of these projects will not get funding until at least FY22 or until the economy improves.

Exhibit

A – List of Capital Improvement Projects to Delay/Defer

B – [Link to Capital Budget](#) – p. 291

Projects - Recommended for Deferral - FY20										
Project	Funding Source	Manager	Description	YTD Actual	2020 Base + Carry Forward	% of 2020 Base + Carry Forward Spent	2020 Amount to Defer	CIP Process Score	Comments	
CP0378 Legal Software for Electronic Document M	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	During the past two years, legal staff has researched a few software storage companies to fit the needs of the department with eliminating hard files that can be effortlessly converted over to an efficient paperless system (electronically). The Legal Staff has decided to begin converting over with the Prosecution Program first and is anticipating moving in the same direction at a later time for all civil litigation files and project files.	\$0	\$35,000	0%	\$35,000	17.59	Marked as option for deferral by Legal and Technology departments	
CP0400 Guardrail Royal Street and DVD	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	A recent slide off accident on the road bend nearest to Snow Park highlighted the concern that the road was not designed correctly. Additionally, a request has been made to install guardrail along the first bend in Royal Street above The Trees Condominiums	\$61,025	\$99,556	61%	\$38,531	18.94	Project is completed. No further invoices will be paid on this project and we can utilize remainder.	
CP0338 Council Chambers Advanced Technology Upg	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	This project provides for significant technology upgrades to the Council Chambers area to allow for public audio and video feeds. This supports flexibility and multipurpose use of the area. Also, this allows for the improved recording and zone acoustics. This project addresses the structural limitations of the room requiring concrete cuts and conduit.	\$0	\$16,000	0%	\$16,000	19.11	Project complete, was paid for out of department operating budget and can utilize remainder	
CP0292 Cemetery Improvements	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Fisher	City Council has an interest in developing a head stone replacement and restoration program for the cemetery. There is also an interest in using ground penetrating radar to see if the southwest corner of the cemetery can be reclaimed.	\$0	\$27,014	0%	\$27,014	19.28	Non-essential per City Manager	
CP0335 Engineering Small Projects Fund	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	Small Project Funds – This project will address small projects around town which currently Hiding the transformer installed on 2nd street and energize the overhead light at the intersection of Manor and Empire and energize the lights on the 8th Street stairs between Woodside and Park, and bridge evaluations. The purpose of completing these projects is to keep our image polished.	\$375	\$9,945	4%	\$9,570	19.59	This project was set up to perform small projects identified by the Department throughout the year similar to project identified by the NTMP. The existing fund balance of \$9,570 could be used to perform some of the work if needed.	
CP0445 Add Uphill Marsac Gate Above Chambers Av	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson, J.	The existing gates on Marsac have been closed numerous times over the last few years. This request is to add another gate southbound just south of Chambers Street so cars can turn around onto Chambers street instead of drivind 1/2 mile up to the existing gates. This project would also add a gate just north of Guardsman Connection so the Police no longer need to direct traffic when the gates are closed.	\$0	\$50,000	0%	\$50,000	19.7	This project will relocate the gates located on Marsac further north to Chambers Avenue. The reason for this project was to stop cars in an area that they can safely and easily turnaround head back north if the gates were lowered due to excessive snowfall further up this steeper section of Marsac. The increase in delay of \$1,500 to the project is assuming a 3% increase to labor and materials should the project be delayed for a year.	
CP0332 Library Technology Equipment Replacement	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	***THIS REQUEST IS BEING COSIDERED FOR BEING COMBINED WITH THE COMPUTER REPLACEMENT CIP. In 2014, Council approved a Library facility remodel that included operational enhancements and public space for a digital media and technology lab. This CIP serves as a fund to replace aging technology not eligible under the Computer Replacement Fund.	\$15,368	\$114,085	13%	\$98,717	19.88	Indicated by Project Manager as option for deferral	
CP0348 McPolin Barn Seismic Upgrade	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Twombly	The existing structure is currently inadequate to resist snow loads, wind loads and high seismic loads required by local building codes. There are several structural deficiencies with the general framing of the building that should be repaired. The connection of the floor beams to the exterior wood post needs to be strengthened, the gable walls need to be stiffened and the floor framing at the stairs need to be strengthened. The gable walls need to be stiffened and the floor framing at the stairs needs to be strengthened. Under design snow loads, the roof structure is highly over stressed. One of the 2014 top priorities for City Council is historic preservation. The McPolin farm is considered a historic icon in the entryway corridor to Park City. If it falls down we'll all be in trouble. Staff and the FOF Committee feel that the City should also make the barn available for small tours while they are in the process of the stabilization. The first \$800,000 request was a guesstimate. We still do not have definitive cost but we have a better cost estimate at this time which puts the project at \$1,023,972. A survey and project description will go to Council February 25, 2016. Definitive project costs will be determined by the Construction Manager by March 2016. Tentative project schedule April 2016 - August 2016.	\$0	\$4,970	0%	\$4,970	20.28	Project is complete, we can utilize any remainder	
CP0003 Old Town Stairs	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Twombly	An ongoing program to construct or reconstruct stairways in the Old Town Area. Stairways that are in a dilapidated condition beyond effective repair are replaced. Most of the stair projects include retaining walls, drainage improvements and lighting. Like trails, the priority depends on factors such as adjacent development, available easements, community priority and location. Funding comes largely from RDAs so most funding is restricted for use in a particular area. Tread replacements are planned beginning with the oldest in closest proximity to Main Street. New sets proposed include 9th St. with three new blocks at \$300,000 (LPARDA); 10th St. with 1 new block at \$100,000 (LPARDA); possible improvements to Crescent Tram pending resolution of the current parcel discussions (no identified funding); Reconstruct 3rd St, 4th St, 5th St, others as prioritized (Main St RDA). See also Project #722.	\$0	\$21,276	0%	\$21,276	20.53	Delay General Fund portion of stairs funding per Project Manager	
CP0339 Fiber Connection to Quinn's Ice & Water	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	Recently a grant was approved by RAB (Recreation Advisory Board) to assist with the construction of a fiber network to be extended to the ICE arena. This will improve communication services and address performance issues with the existing radio network.	\$0	\$15,777	0%	\$15,777	21.66	Delay per City Manager	
CP0061 Economic Development	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Weidenhamer	The project was created to provide "seed money" towards public/private partnership ideas. These expenditures are a result of the beginning stages of economic development plan.	\$0	\$66,268	0%	\$66,268	22.41	Delay per City Manager	
CP0361 Land Acquisition/Banking Program	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Glidden	This request is for funding for feasibility and land acquisition for future development. Several potential sites have been identified. As the City begins an aggressive housing development program, it will be necessary to have a source of funding for future land acquisition to respond to new opportunities. Land acquisitions may be done in tandem with open space purchases.	\$0	\$274,845	0%	\$274,845	25	Delay per City Manager	
CP0432 Office 2016 Licenses	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Robertson	TITLE: Office 2016 The City's current Office software suite's end-of-support will occur in 2020 and will not meet security and software standards. This request supports the purchase of the latest Office versions.	\$0	\$116,488	0%	\$116,488	25.42	Option to delay per Project Manager	
CP0041 Trails Master Plan Implementation	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Twombly	Existing Funds will be utilized to construct the following trails and infrastructure: Prospector connection, April Mountain Plan, Historic trail signage and Daly Canyon connections. Additionally, Phase III trailheads at April Mountain and Meadows Dr. East. Requested funds for future FY include projects associated with continuation of trail connectivity as outlined in the Trails Master Plan and those identified in the PC Heights MPD, more specifically identified as Phase I and II of the Quinn's Park and Ride connections. Easements have been secured for these pathways. Staff will utilize local and state grants to off set costs associated with these connections.	\$119,060	\$150,541	79%	\$31,481	25.5	Project Manager cited goal to use grant funding where available + input to delay per City Manager	
CP0020 City-wide Signs Phase I	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Weidenhamer	Funded in FY02 - Continue to coordinate and install way-finding and directional signs throughout the City.	\$640	\$41,153	2%	\$40,513	25.53	Delay per City Manager	
CP0146 Asset Management/Replacement Program	031475 CIP FUND * TRANSFER FROM GENERAL FUND	Dayley	Money is dedicated to this account for asset replacement. The replacement/repair schedule was created in FY 07 for Building replacement. Plan was updated in FY 13 and will be updated again in FY18.	\$420,868	\$1,941,383	22%	\$152,051	26.53	Delaying 10% is feasible per Project Manager and City Manager	
CP0401 Downtown Projects Plazas	031499 CIP FUND * ADDITIONAL RESORT SALES TAX	Twombly	This is for the Miner's and Brew Pub (Main Street) Plazas. It separates those 2 projects from the remainder of the Main Street Improvement projects.	\$0	\$60,605	0%	\$60,605	27.53	Delay per City Manager	
2020							Total	\$1,059,107		