



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 6, 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, February 6, 2020.

CLOSED SESSION - 4:30 p.m.

To Discuss Property, Personnel, and Litigation

STUDY SESSION

5:30 p.m. - Park City Library Annual Update - FY 2019
[FY19 Library Annual Update](#)

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. Bus Stop Inventory and Accessibility Study
[Bus Stop Accessibility Study Staff Report](#)
[Exhibit A: Bus Stop Inventory and Accessibility Study](#)

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 January 9, 2020
[January 9, 2020 Minutes](#)

V. CONSENT AGENDA

1. Request to Approve an Addendum to Professional Services Contract with Future IQ for \$25,000 for Additional Visioning Services as Part of the Park City Vision 2020 Project
[Future IQ Staff Report](#)

[Exhibit A: Future iQ Contract Addendum](#)

2. Request to Approve the Disposition of City Property Located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1350 Woodside Avenue, and 1835 Three Kings Drive, and Authorize the City Manager to Enter into Sales Contracts with Qualified Buyers
[Woodside Park Phase One Staff Report](#)
[Exhibit A: REPC Template](#)
[Exhibit B: REPC Addendum Template](#)

VI. NEW BUSINESS

1. Consideration to Continue an Ordinance Approving the 182 & 184 Daly Avenue Plat Amendment, Located at 182 and 184 Daly Avenue, Park City, Utah
(A) Public Hearing (B) Continue to February 27, 2020
[182 & 184 Daly Avenue Staff Report](#)
2. Consideration of Ordinance 2020-12, an Ordinance Repealing Land Management Code § 15-3-5, Driveway Standards for Private Driveways within Platted, Unbuilt City Streets
(A) Public Hearing (B) Action
[Repeal of Land Management Code 15-3-5 Staff Report and Ordinance](#)
[Exhibit A: October 23, 2019 Planning Commission Meeting Minutes](#)
[Exhibit B: December 5, 2019 City Council Meeting Minutes](#)
[Exhibit C: December 19, 2019 City Council Meeting Minutes](#)
[Exhibit D: Platted, Unbuilt Rights-of-Way in Old Town](#)
[Exhibit E: 1994 Land Management Code Chapter 7.1](#)
[Exhibit F: 1994 Land Management Code Chapter 7.14](#)
[Exhibit G: Ordinance No. 00-15](#)
[Exhibit H: 1998 City Engineer Memo](#)
[Exhibit I: Ordinance No. 00-25](#)
3. Consideration to Continue an Ordinance Approving an Extension of City Council's January 2019 Approval of Ordinance No. 2019-03, an Ordinance Approving the 510 Ontario Avenue Plat Amendment, Located at 510 Ontario Avenue, Park City, Utah, and Ordinance No. 2019-04, an Ordinance Amending Ordinance No. 15-12, an Ordinance Approving the Roundabout Condominiums First Amendment, Located at 300 Deer Valley Drive, Park City, Utah
(A) Public Hearing (B) Continue to a Date Uncertain
[510 Ontario Avenue and Roundabout Condominium Plat Extension Continuation Staff Report](#)
[Exhibit A: Roundabout HOA Letter to City Council](#)
4. 2020 Legislative Update
(A) Public Input

VII. ADJOURNMENT

VIII. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve the Disposition of City Property Located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1350 Woodside Avenue, and 1835 Three Kings Drive, and Authorize the City Manager to Enter into Sales Contracts with Qualified Buyers
(A) Public Hearing (B) Action
[Woodside Park Phase One Staff Report](#)
[Exhibit A: REPC Template](#)
[Exhibit B: REPC Addendum Template](#)

IV. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: February 6, 2020

Submitted by: Adriane Juarez

Submitting Department: Library

Item Type: Staff Report

Agenda Section:

Subject:

5:30 p.m. - Park City Library Annual Update - FY 2019

Suggested Action:

Attachments:

[FY19 Library Annual Update](#)



City Council Manager's Report

Subject: Library Annual Report, FY19
Author: Adriane Herrick Juarez
Department: Library
Date: February 6, 2020

The Park City Library Director and the Park City Library Board would like to thank Mayor Beerman and City Council for the opportunity to present the Library's FY19 Annual Report. Nann Worel serves as the current City Council Liaison to the Library Board.

The Library Board of Directors

The Current Board can be found at: <http://parkcitylibrary.org/about/library-board/library-board-members/>

The Park City Library Board of Directors, representing the citizens of Park City, and working in partnership with the Library Executive Director, evaluates library services and community needs, establishes library policies, and helps set goals to be implemented by the director and staff. Board members inform others about library services, needs, and accomplishments to foster a positive public image and build community support.

The Park City Library Board of Directors consists of five to nine voting members appointed by the Park City Council. The Library Executive Director attends Board meetings but is not a voting member. Board members are appointed for three-year terms and may be re-appointed once. Individual Board members contribute personal volunteer time.

Annual Report Highlights

Library usage continued to rise during Fiscal Year 2019, the fourth year in the remodeled building. The Library has 193,795 items in its collections. Staff conducted 860 library programs for children, youth, teens, and adults bringing in 28,389 participants.

- 183,466 people visited the library (177,759 in FY18 / 96,594 in old building)
- 119,223 items were checked out (114,298 in FY18 / 56,286 in old building)
- 14,707 public computer sessions were used (16,650 in FY18 / 9,043 in old building)
- 43,823 Wi-Fi sessions were used (51,796 in FY18 / 7,714 in old building)
- 1,906 times meeting rooms were utilized (2,039 in FY18)
- 6,287 times study rooms were utilized (6,679 in FY18)

The Park City Library would like to thank everyone involved in making the Library "Fine Free" this year. This was done in coordination with the Summit County Library with the

support of the Park City Library Board and City Council. This decision was made after much discussion and research and it was learned that fines:

- Keep people from using the library.
- Do not bring books back.
- Cost more to collect than they earn.
- Keep staff from other important work.
- Are the #1 negative customer experience at the library.
- And, provide a barrier to Social Equity.

Since going Fine Free the Library has had a great response. Patrons have expressed appreciation and are using the Library more, particularly families with children. Books are coming back and the staff is able to provide open access to information to all. We appreciate the entire community for making it possible!

The Library's Annual Report can be found in full at:

<http://parkcitylibrary.org/about/library-annual-report/>

Successful Library Reaccreditation

In FY2019, the Utah State Library Division continued Park City Library's accreditation with *Quality Library Status*, indicating that our library provides a level of service to the community that exceeds the standards developed by Utah public librarians and adopted by the State Library Board. As a Quality Library, our organization is proven as an active, involved, and vital part of the community providing essential resources. Quality Status qualifies the Park City Library to mentor other libraries. State accreditation makes the Library eligible to receive funds from the *Community Library Enhancement Fund* (CLEF) in addition to other support services provided by the State Library.



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor



Utah State Library
Division

Colleen Eggett
State Librarian/Division Director

September 27, 2018

Adriane Herrick Juarez, Director
Park City Library
1255 Park Ave
PO Box 668
Park City, UT 84060-0668

Dear Adriane:

Congratulations! Park City Library has achieved Quality Library status! The Quality status indicates that everybody involved has gone the extra mile.

This means that Park City Library provides a level of service to the community that exceeds the standards developed by Utah public librarians and adopted by the State Library Board. As a Quality Library, the institution is an active, involved, and vital part of the community. It provides resources and services beyond the four walls of the library and exemplary outreach to all residents. And it means that the library is eligible to receive funds from the Community Library Enhancement Fund (CLEF) distribution in FY2019, in addition to other support services provided by the State Library. Furthermore, your library will not need to complete the certification process until Spring 2020.

The State of Utah has appropriated funds for certified public libraries for the past thirty years. We count on your stories to help sustain and eventually enhance the amount of money appropriated for CLEF each year. Please continue to help us by filling out the CLEF survey annually, including stories that demonstrate the impact that these funds have on library services in your community. Please also contact your legislators directly to thank them for the money you receive.

Commitment to excellent library service indicates team work. It takes leadership from the director, funding and support from the city/county government, dedication from all library staff, support from the community, training for the staff and board, planning, and constant attention to community needs.

Thank you for continuing to deliver outstanding library service to Utah residents.

Warmest regards,

Colleen Eggett
State Librarian/Division Director



250 North 1950 West, Suite A • Salt Lake City, Utah 84116 • (801) 715-6777 • facsimile (801) 715-6767 • library.utah.gov

Council Agenda Item Report

Meeting Date: February 6, 2020

Submitted by: Alexis Verson

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Bus Stop Inventory and Accessibility Study

Suggested Action:

Attachments:

[Bus Stop Accessibility Study Staff Report](#)

[Exhibit A: Bus Stop Inventory and Accessibility Study](#)

City Council Staff Communications Report

Subject: Bus Stop Inventory and Accessibility Study
Author: Alexis Verson, Senior Transportation Planner
Department: Transportation Planning
Date: February 6, 2020
Type of Item: Informational

Recommendation

Review the Bus Stop Inventory and Accessibility Study (**Exhibit A**) for a summary of efforts to quantify and prioritize bus stop improvements system-wide for Park City Transit moving forward.

Background

Park City Transit provided bus services for over 2.6 million riders last year alone. Over the past decade, staff prioritized the rapid growth and route expansions in unincorporated areas of Summit County, procuring new and enhanced rolling stock, and updating system technology over the quality of bus stops and shelters. One result was that many of our bus stops are outdated, low-quality, and do not adequately reflect our commitment to public transit and transportation. Further, as the County expansion took the bulk of staff time and focus, many of our bus stops now require considerable upgrades to ensure accessible for those with mobility needs and ensure appropriate amenities such as shelter from the elements, seating, route maps, wifi, lighting, and other amenities more consistent with industry standards.

As a result, Park City Transit and Transportation Planning procured a system-wide bus shelters assessment, and have been working to design and incorporate functional and ADA accessible stops and shelters for the system.

Two bus stop locations, in particular, were identified at the gateway to Old Town as priorities for reconstruction this season (summer 2020) based on ridership, lack of amenities, and substandard sidewalk conditions and width, indicated as part of the Walkability Bond. These bus stops are commonly known as the stop in front of Fresh Market, and the stop in front of the Park Avenue Condos. These locations were determined prior to the prioritization exercise.

Methodology

Surveyors followed the alignment of each Park City Transit route and evaluated the ADA accessibility and condition of each stop. The bus stop inventory includes a map, photo, and points that can be selected and responses viewed, filtered, and analyzed.

Page 7 of **Exhibit A** includes the table of survey fields that were assessed and include categories such as distance from shelter to curb, accessible route from shelter to boarding area, shelter width and depth, road hazards, shade options, existing amenities, etc.

Letter grades were given to each stop based on ADA compliance, standards, functionality and amenities. The grade given for amenities looks at 11 amenities that were defined prior to the survey and assigned a weighted grade. Stops were then cross

referenced with ridership data provided by Park City Transit to help prioritize the needed improvements based on the letter grade received and the use of the stop.

Findings

Two Hundred Fifty One (251) bus stops were surveyed. Some key findings that indicate overall system health and functionality include:

- 33% of stops should have better accessibility near the stop leading to the nearest intersection
- 43% should have better shade
- 25% should have updated boarding and lighting pads
- 43% should have better paved boarding and alighting areas

The top five stops with the highest amount of boarding's that should have shelter (or without a compliant shelter) are:

- 1000 – Park City Mountain
- 778 – 788 Park Ave at Town Lift
- 1450 – Edelweiss Haus on Empire Ave
- 70108 – The Outlets, inbound
- 15050 – The Prospector Building, Sidewinder Drive

The top five stops with the highest amount of boarding's with an overall ADA compliance grade of B+ or worse are:

- 51 – The Canyons Transit Hub
- 1000 – Park City Mountain
- 60050 – 1705 Park Ave Condos
- 60050 – Grand Summit Hotel at The Canyons
- 788 – 788 Park Ave at Town Lift

The top five stops with the highest amount of boarding's with an overall ADA functionality grade of B+ or worse are:

- 1450 – Edelweiss Haus on Empire Ave
- 15080 – Parkside Apartments on Kearns Boulevard
- 70108 – The Outlets, inbound
- 78050 – Newpark Hotel on Highland Drive
- 15070 – Park City High School on Kearns Boulevard

The grade given for compliance to ADA standards uses the values and tolerances found in Table 1 of **Exhibit A**, on page 4. The ADA functionality grade allows for additional tolerances to filter out *nearly* compliant stops and assign them a higher grade.

Next Steps

Staff will prioritize and propose a bus stop and shelter improvements capital project campaign. Each bus stop is unique in terms of right-of-way, topography, access, and use, and will be analyzed for improvement needs. Funding from the Summit County Transportation Sales Tax will be sought on a rolling basis to strategically and incrementally make improvements to the system each year based on these findings.

This spring 2020, Staff plans to finalize bid documents for the Park Avenue bus shelter improvements (which include the 224 and 248 sidewalk widening project), secure required easements from private property owners, and construct these improvements as the required agreements are secured.

Exhibits

Exhibit A – Bus Stop Inventory and Accessibility Study



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1.0 INTRODUCTION

The Bus Stop Inventory and Accessibility Study (the Study) was initiated with the primary purpose of conducting a survey of Park City's bus stops to evaluate existing conditions and applicable accessibility criteria as codified in the Americans with Disabilities Act of 1990 (ADA) and the Proposed Right-of-Way Accessibility Guidelines (PROWAG). Beginning in July 2019 and ending in November 2019, AECOM staff visited over 250 bus stops and documented existing conditions and accessibility conditions using the ESRI Survey123 mobile application. This data, which was merged with Park City's existing bus stop database, will be a vital resource as Park City seeks to prioritize implementation of improvements at bus stops in the community. This technical memorandum is organized into the following sections:

- Section 2: Overview of Federal accessibility standards and documents, and existing local bus stop design guidelines, policies and standards
- Section 3: Survey and field work methodology
- Section 4: Survey results
- Section 5: Next steps



2.0 REVIEW OF FEDERAL AND LOCAL BUS STOP DESIGN STANDARDS AND GUIDELINES

This section provides an overview of Federal accessibility standards and guidelines for bus stops and summarizes the bus stop design policies and standards currently utilized locally.

2.1 Federal Accessibility Standards and Guidelines

A review of Federal accessibility standards and guidelines was conducted to determine what criteria to measure and/or evaluate during the survey component of the Study. This included the following:

- Department of Justice ADA Standards for Accessible Design (2010)
- Americans with Disabilities Act Standards for Transportation Facilities, adopted by the Department of Transportation (DOT) (2006)
- Dimensional Tolerances in Construction and for Surface Accessibility (2011)
- Proposed Right-of-Way Accessibility Guidelines (2011)
- Federal Transit Administration's (FTA) ADA Guidance (2015)

National standards were identified for several bus stop elements including boarding and alighting areas, bus shelters, and accessible routes. The standards are summarized in Table 1.

While all public facilities used in providing public transportation services constructed after January 25, 1992 must be built to ADA standards, the rule is not without exception. Specific circumstances can make it challenging – if not impossible – to fully comply with ADA requirements. For example, adequate right-of-way (ROW) may not exist at a bus stop location to install a transit pad with dimensions to accommodate a mobility device. If an entity can demonstrate that it is structurally impractical to meet the requirements, then compliance to the extent practical, rather than full ADA compliance, is required (49 C.F.R. §37, 2018).

2.2 Local Design Standards, Policies, and Guidelines

Park City does not have specific bus stop design guidelines. The Utah Department of Transportation (UDOT) cites PROWAG in their 2015 Pedestrian Access Ramp Manual and 2017 Standard Drawings.

Table 1. ADA/PROWAG Standards for Bus Stops & Boarding Areas

Stop Element	Category	Standard
Boarding and Alighting Area	Dimensions	Parallel to roadway: $\geq 60"$
		Perpendicular to roadway (from curb or road edge): $\geq 96"$
	Slope	Parallel to the roadway: same as the roadway to the maximum extent practicable
		Perpendicular to the roadway: $\leq 2.0\%$ (+0.5% tolerance)
	Surface	Stable, firm, and slip resistant surface with no changes in level $> \frac{1}{4}"$
Bus Shelter	Clear Floor/ Ground Space	$\geq 30"$ by $\geq 48"$ entirely within shelter
		Connected by an accessible route to boarding and alighting area
Accessible Route	Connectivity	Accessible route between all bus stops within site and accessible entrance
		Accessible route to streets, sidewalks, and pedestrian paths
	Slope	Parallel to roadway: $\leq 1:20$ (5%) (+1.0% tolerance)
		Perpendicular to roadway: $\leq 1:48$ (2.1%) (+0.5% tolerance)
	Width	$\geq 36"$ (exception: may be reduced to 32" minimum for a length of 24" provided reduced width segments are separated by segments that are a minimum of 48" long by 35" wide)
General	Bench	Top of the bench seat surface $\geq 17"$ and $\leq 19"$ above the finish floor or ground

Source: Department of Justice ADA Standards for Accessible Design, 2010; DOT ADA Standards for Transportation Facilities, 2006; Dimensional Tolerances in Construction and for Surface Accessibility, 2011; FTA Circular 4710.1, 2015; Proposed Right-of-Way Accessibility Guidelines (PROWAG), 2011



3.0 SURVEY METHODOLOGY

This section provides a detailed description of the methodology, techniques, and materials used to complete the surveying component of the Study.

3.1 Overview

From July 2019 to November 2019, one team consisting of two staff members followed the alignment of each Park City transit route to evaluate and document the condition and accessibility of each stop. Surveyors also documented each stop with a minimum of one photo. Additional photos were taken as needed to document existing amenities and accessible route conditions. Survey teams recorded their findings using the Survey123 mobile application. Survey123 is an application that allows survey forms to be created and filled out in the app, and connects to a database online at survey123.arcgis.com that can be used to view, export and analyze the data. Features online include graphical summaries of survey categories, a map and datapoint display where points can be selected and survey responses can be viewed, access to raw data and filtering capabilities, among other functions.

In each survey team, one member would take measurements while the other member recorded the measurements and other survey data on the Survey123 mobile application.

3.2 Field Materials

There were several specialized tools and materials that were required to complete the surveying effort. These included:

- AECOM vehicles: AECOM fleet vehicles were utilized as available.
- Measuring tape: a model that measured in feet/inches was utilized.
- Measuring wheel: a model that measured in decimal feet was utilized.
- Digital levels: a model that measured slope in percent was utilized.
- iPads: surveyors utilized iPads with GPS functionality on which the Survey123 mobile application was installed. Survey data was uploaded using Wi-Fi at the end of each field visit.
- Safety vests: surveyors were required to wear reflective safety vests to both identify themselves as AECOM employees and to make them visible while working in high traffic areas.
- First aid kits: each survey team vehicle carried a first aid kit for use in emergency situations.

All survey team members were required to follow applicable safety measures for field work as determined by AECOM.



3.3 Survey Fields

The survey fields are identified in Table 2. AECOM was responsible for preparing and maintaining the electronic survey interface that was used by the survey teams. The results of the survey were incorporated into an ArcGIS bus stop database file that was merged with existing bus stop data provided by Park City. Survey teams uploaded their results at the end of each shift. Any data found to be incomplete, inaccurate, or otherwise inconsistent with expected results was corrected or re-verified in the field as necessary.

3.4 Schedule

Survey teams began fieldwork in July 2019 and continued through November 2019. The teams conducted field visits on weekdays between the hours of 8:30 am and 5:00 pm, with some variation depending on staff availability. While the time spent at each site varied depending on scale and condition, survey teams generally averaged 10-20 minutes per bus stop.

Table 2. Bus Stop Survey Fields

Category	Field	Description	Data Entry Method
ADA / PROWAG Criteria	Accessible Route	Accessible Route to Bus Stop	Radio Button Yes/No
		Accessible Route Cross Slope Measurements (2)	Text box
		Accessible Route Slope Measurements (2)	Text box
		Accessible Route Width	Text box
		Accessible Route Width Note	Text box
	Boarding and Alighting Area	Pad Cross Slope	Text box
		Curb	Radio Button Yes/No
		Pad Curb Height	Text box
		Pad Length	Text box
		Pad Width	Text box
		Pad Longitudinal Slope	Text box
		Boarding and Alighting Area	Radio Button Yes/No
		Sidewalk is Boarding Area	Radio Button Yes/No
	Bus Shelter	Distance from Shelter to Curb	Text box
		Accessible Route from Shelter to Boarding and Alighting Area	Radio Button Yes/No
		Shelter	Radio Button Yes/No
		Shelter Interior Depth	Text box
		Shelter Interior Width	Text box
	General	Pad Slip Resistant Surface	Radio Button Yes/No
Other	Comments	Additional Comments	Text box
	General Information	Date/Time of Inspection	Drop down menu
		Stop ID	Text box
		Correct Stop ID	Radio Button Options
		Bus Stop Location	Map with GPS location

Category		Field	Description	Data Entry Method
Other	Hazard/ Obstruction	Sign Height	Sign is posted how high above finished floor?	Text box
		Route Hazard/ Obstruction	Is there a hazard/obstruction present at the bus stop (e.g. vertical drop offs with no barrier, utility box/pole in accessible route, etc.)	Radio Button Yes/No
		Description of Hazard/ Obstruction	Describe route hazard/obstruction	Text box
	Image	Image of bus stop	Image capturing the full bus stop	Image
		Sign Image (including post)	Image capturing sign and full post	Image
		Sign Image (sign only)	Image capturing sign text	Image
		Boarding and Alighting Photo	Image capturing boarding and alighting area	Image
		Bus Shelter Photo	Image capturing full bus shelter	Image
		Accessible Route Photo	Image capturing accessible route	Image
		Seating Picture	Image capturing condition of seating	Image
		Bike Rack Photo	Image capturing full bike rack	Image
		Trash Receptacle Photo	Image capturing condition of trash receptacle	Image
	Stop Amenities	Behind Shelter	Is there an existing walkway behind the shelter or an obstruction such as a building fence or wall?	Radio Button Yes/No
		Distance from Back of Shelter	Distance from back of shelter to back of sidewalk, building, fence, or wall	Text box
		Bus Stop Sign	Is there a permanent bus stop sign (signs in cement buckets are not permanent)?	Radio Button Yes/No
		Route Map Posted	Is there a route map posted?	Radio Button Yes/No
		Schedule Posted	Is there a schedule posted?	Radio Button Yes/No
		TV Sign	Is a TV with information at stop?	Radio Button Yes/No
		Next Bus Electronic Sign	Is there a next bus electronic sign?	Radio Button Yes/No
		Solar Power	Are there solar panels?	Radio Button Yes/No
		External Power	Does the shelter have external power connect?	Radio Button Yes/No
		Seating	Is there seating available?	Radio Button Yes/No
		Number of Seats	Total number of seats available (estimate benches or large seating areas)	Text box
		Bench Height	What is the height of the bench from finished floor to top of seat?	Text box
		Bench Condition	What condition is the bench in?	Radio Button Options
		Public Bike Rack	Is there a public bike rack installed at or very near to the bus stop?	Radio Button Yes/No
		Bike Share	Is there a bike share directly at or adjacent to the station?	Radio Button Yes/No
		Trash Receptacle	Is there a trash receptacle in the site vicinity?	Radio Button Yes/No
		Other Shade	Is there an object (other than a bus shelter) that provides shade to the bus stop (e.g. tree, building, etc.)?	Radio Button Yes/No



Category	Field	Description	Data Entry Method
	Other Shade Description	Describe the other shade object (e.g. tree, building, etc.)	Text box
	Stop Placement	Where is the stop located in relation to the nearest intersection?	Radio Button Options
	Reciprocal bus stop	On the other side of the street, is there another bus stop serving the other direction?	Radio Button Yes/No
	Transit Routes Served at Stop	Select all routes served at the stop	Check Box Options
	Sign Face Orientation	Is the sign face oriented perpendicular to the curb?	Radio Button Yes/No
	Sign Distance to Street Edge/Curb	Distance from pole/post/other to street edge/curb	Text box
	Bus Pull Out Lane	Is there a bus pull out lane from traffic lane?	Radio Button Yes/No
	Bus Pull Out Lane Distance	What is the distance of the bus pull out lane from end to end? Start and end when the lane starts to taper from traffic lane	Text box
	Stop Defined	Is the stop defined with signs at the beginning and end of the stop?	Radio Button Yes/No
	Traffic Hazards	Does the bus stop create any potential traffic hazards?	Radio Button Yes/No
	Traffic Hazard Description	Briefly describe the traffic hazard that the bus stop creates	Text box
	Stop Mechanics		

4.0 SURVEY RESULTS

The full survey results database is accessible to member agencies so they can review and utilize as needed. The bus stops surveyed are illustrated in Figure 1. Key findings from the survey are illustrated in Figure 2. The region-wide bus stop survey results are summarized in Table 3. Letter grades were given to each stop based on compliance to ADA standards, ADA functionality, and amenities. The grade given for compliance to ADA standards uses the values and tolerances found in Table 1. The ADA functionality grade allows for additional tolerances to filter out nearly compliant stops and assign them a higher grade. The grade given for amenities looks at the presence of 11 amenities and assigns a weighted grade. These reports and corresponding maps are found in Appendices A – D.

Some of the noncompliant stops do not have a paved boarding and alighting area or a paved access leading to the bus stop, but 28 of the noncompliant stops missing a paved boarding and alighting area do have paved access leading to the stop. These stops that already have paved access leading to the stop only need minimal improvements to the boarding and alighting area to become ADA compliant. Flatwork improvements needed for each stop are shown in Figure 3.

Cross referencing needed improvements with stop ridership helps to identify priority improvement areas. Maps showing boardings, alightings, and total ridership are found in Appendix E.

The ten stops with the highest amount of boardings lacking a usable shelter, or without a compliant shelter are:

1. 1000 – PC Mountain
2. 778 - 778 Park Ave at Town Lift
3. 1450 – Edelwiss Haus on Empire Ave
4. 70108 – Outlets Inbound
5. 15050 – The Prospector Bldg 7 on Sidewinder Dr
6. 15070 – Park City High School on Kearns ^Shelter
7. 1493 – 1493 Park Ave at Sunflower Condos
8. 15020 – Prospector Condos on Prospector Ave
9. 50060 – Comstock & Little Bessie
10. 1505 – 1505 Park Ave at Silvertown to Main St

The ten stops with the highest amount of boardings with an overall ADA compliance grade of B+ or worse are:

1. 51 – Canyons Transit Hub
2. 1000 – PC Mountain
3. 1705 – Park Ave Condos
4. 60050 – Grand Summit Hotel at Canyons ^Shelter
5. 778 – 778 Park Ave at Town Lift



6. 1450 – Edelweiss Haus on Empire Ave
7. 15060 – The Learning Center on Kearns ^Shelter
8. 15080 – Parkside Apts on Kearns Blvd ^Shelter
9. 70108 – Outlets Inbound
10. 78050 – Newpark Hotel on Highland Dr ^Shelter

The ten stops with the highest amount of boardings with an overall ADA functionality grade of B+ or worse are:

1. 1450 – Edelweiss Haus on Empire Ave
2. 15080 – Parkside Apts on Kearns Blvd ^Shelter
3. 70108 – Outlets Inbound
4. 78050 – Newpark Hotel on Highland Dr ^Shelter
5. 15070 – Park City High School on Kearns ^Shelter
6. 78080 – Ute Blvd at Wendys ^Shelter
7. 15020 – Prospector Condos on Prospector Ave
8. 1505 – 1505 Park Ave at Silvertown to Main St
9. 1375 – 1375 Park Ave & 14th St
10. 950 – 950 Park Ave & 10th St – Park Station

Figure 1. Total Bus Stops Surveyed

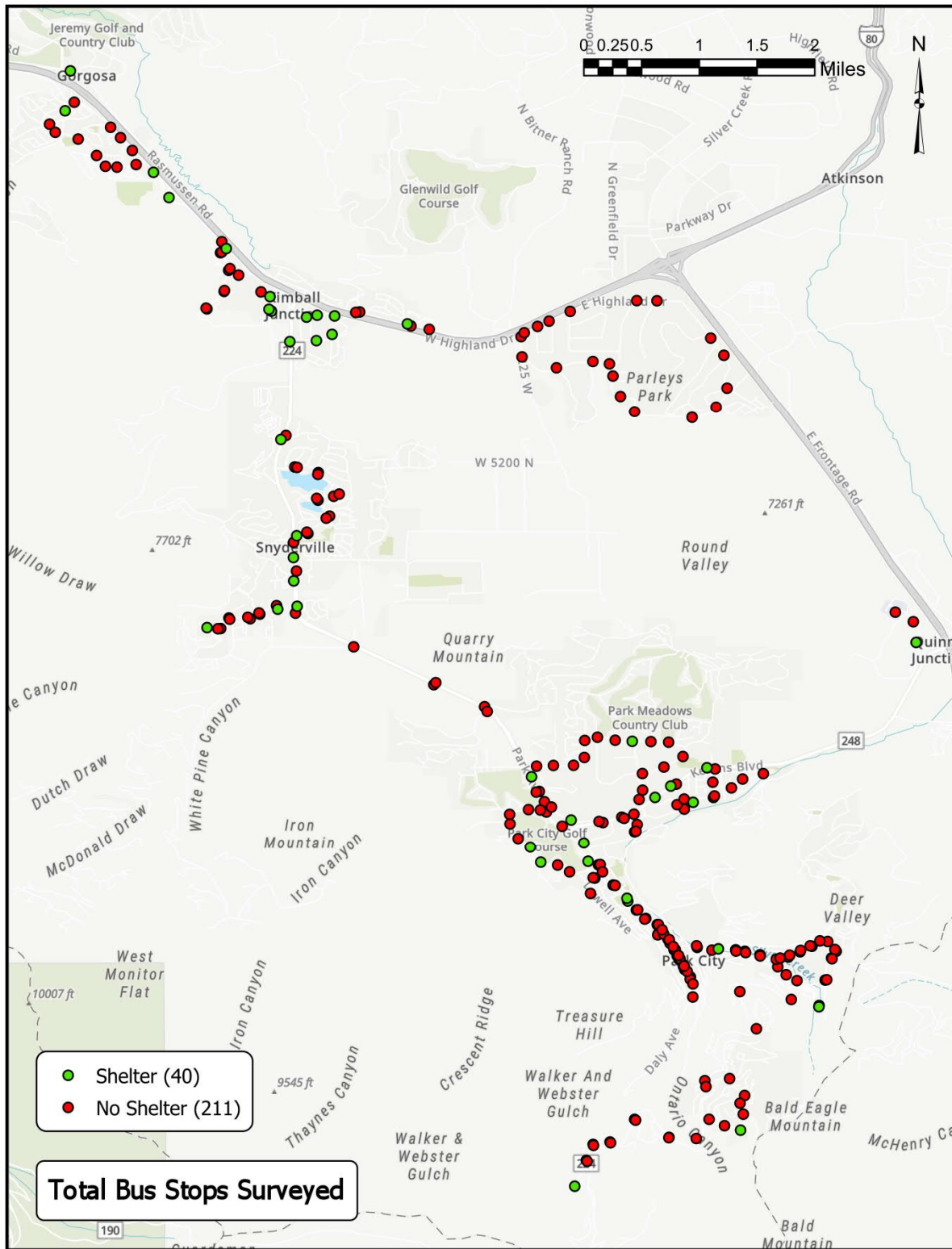


Figure 2. Key Bus Stop Survey Findings

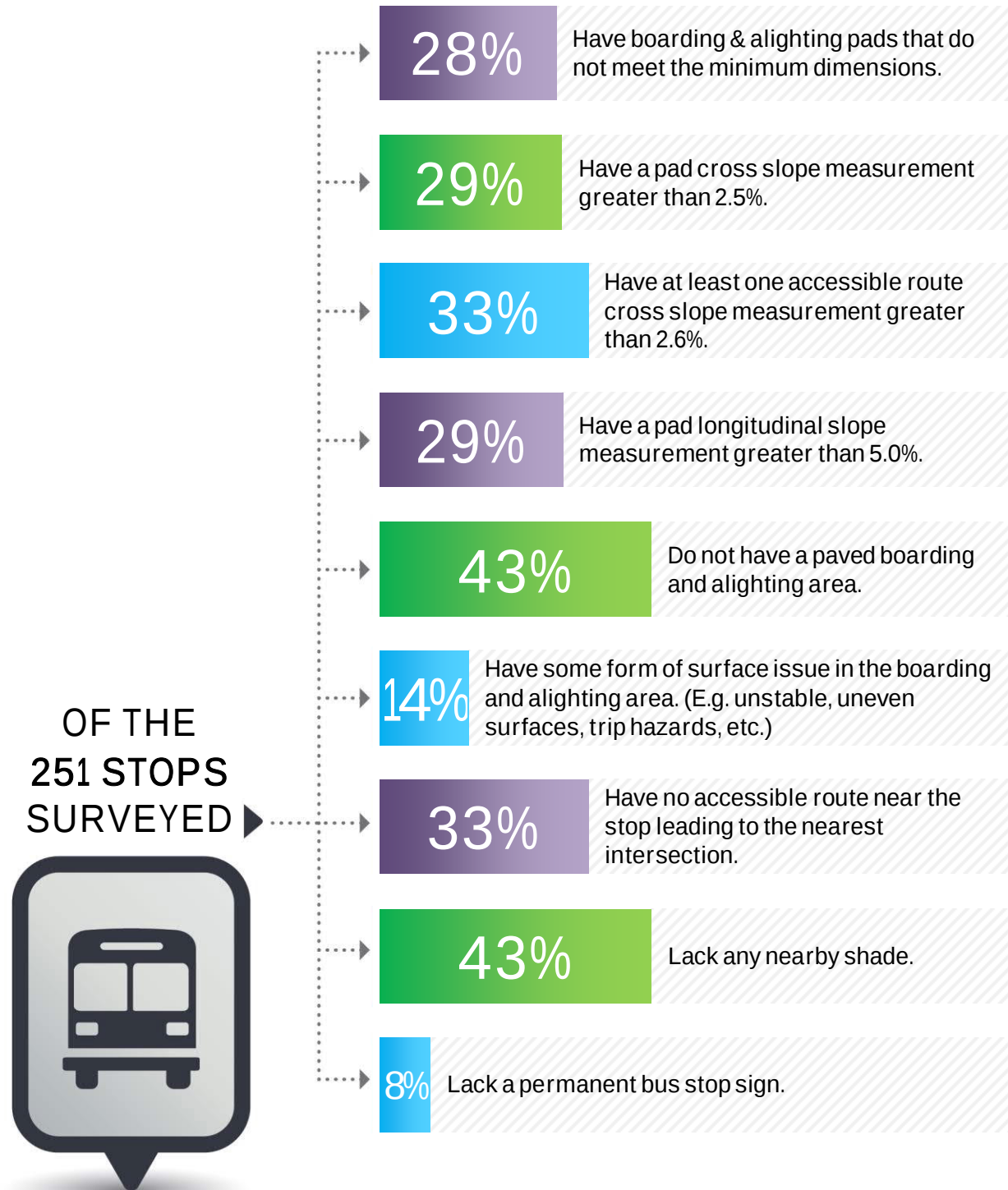


Table 3. Survey Results

Category		Field	Description	Number	Percent
ADA / PROWAG Criteria	Accessible Route	Yes	Accessible route near stop to nearest intersection is present	168	66.9%
		↳ Width			
		• Compliant	≥ 3' wide	168	66.9%
		• Non-Compliant	< 3' wide	0	0.0%
		↳ Slope			
		• Compliant	Both accessible route slopes ≤ 6%	120	47.8%
		• Non-Compliant	One or both accessible route slopes > 6%	45	17.9%
		• Functional	Both accessible route slopes ≤ 9.33%	155	61.8%
		• Non-Functional	One or both accessible route slopes > 9.33%	10	4.0%
		↳ Cross Slope			
		• Compliant	Both accessible route cross slopes ≤ 2.6%	83	33.1%
		• Non-Compliant	One or both accessible route slopes > 2.6%	82	32.7%
		• Functional	Both accessible route slopes ≤ 3.6%	131	52.2%
		• Non-Functional	One or both accessible route slopes > 3.6%	34	13.5%
		↳ Hazard or Obstruction			
		• Yes	There is a hazard or obstruction in or near the accessible route	10	4.0%
		• No	No hazards or obstructions in or near the accessible route	158	62.9%
		No	No accessible route near stop to nearest intersection	83	33.1%
	Boarding and Alighting Area	Yes	Paved pad adjacent to roadway is present	144	57.4%
		↳ Dimensions			
		• Compliant	Pad dimensions ≥ 8' x 5'	73	29.1%
		• Non-Compliant	Pad dimensions < 8' x 5'	71	28.3%
		• Functional	Pad dimensions ≥ 7' x 5'	84	33.5%
		• Non-Functional	Pad dimensions < 7' x 5'	60	23.9%
		↳ Slope			
		• Compliant	Pad slopes ≤ 6%	111	44.2%
		• Non-Compliant	Pad slopes > 6%	30	12.0%
		• Functional	Pad slopes ≤ 9.33%	135	53.8%
		• Non-Functional	Pad slopes > 9.33%	6	2.4%
		↳ Cross Slope			
		• Compliant	Pad slopes ≤ 2.5%	69	27.5%
		• Non-Compliant	Pad slopes > 2.5%	72	28.7%
		• Functional	Pad slopes ≤ 3.5%	109	43.4%
		• Non-Functional	Pad slopes > 3.5%	32	12.7%
		↳ Surface			
		• Yes	Stable, firm & slip resistant with no changes in level > 1/4"	110	43.8%
		• No	Surface issues present	34	13.5%
		No	No paved pad adjacent to roadway	107	42.6%
	Bus Shelter	Yes	Bus stop shelter is present	40	15.9%
		↳ Clear Floor Ground Space (CFGS)			
		• Yes	Shelter depth ≥ 4'	38	15.1%
		• No	Shelter depth < 4'	2	0.8%
		↳ Accessible Route to Boarding and Alighting Area			
		• Yes	Accessible route from shelter to boarding and alighting area	38	15.1%
		• No	No accessible route from shelter to boarding and alighting area	2	0.8%
		No	No shelter	211	84.1%



Bus Stop Inventory and Accessibility Study

Category	Field	Description	Number	Percent
Sign	↳ No shelter improvement necessary	Trolley stops and unused stops without a shelter	26	10.4%
	Yes	Permanent bus stop sign is present	211	84.1%
	↳ Distance from Road/Curb Face			
	• Compliant	Distance from face of pole to edge of road/curb face $\geq 2.5'$	189	75.3%
	• Non-Compliant	Distance from face of pole to edge of road/curb face $< 2.5'$	22	8.8%
	↳ Sign Height			
	• Compliant	Distance from finished floor to bottom of lowest sign $> 6'$	11	4.4%
	• Non-Compliant	Distance from finished floor to bottom of lowest sign $< 6'$	196	78.1%
	No	No permanent bus stop sign	40	15.9%
	↳ No sign improvement necessary	Trolley stops and unused stops without a permanent sign	19	7.6%
	Yes	Seating is present	72	28.7%
	↳ Seat Height			
	• Compliant	Distance from floor to top of seat $\geq 17"$ and $\leq 19"$	44	17.5%
	• Non-Compliant	Distance from floor to top of seat $\leq 17"$ or $\geq 19"$	26	10.4%
	No	No seating	179	71.3%
Stop Amenities	Stop ID Sign			
	↳ Yes	Correct stop ID sign is present	201	80.1%
	↳ No	No stop ID sign	29	11.6%
	• No stop ID sign improvement needed	Trolley stops with a permanent sign post	4	1.6%
	↳ Null	Trolley stops without a permanent sign post and transit hubs with multiple stop ID signs	21	8.4%
	Schedule			
	↳ Yes	Schedule is present	205	81.7%
	↳ No	No schedule is present	46	18.3%
	• No schedule improvement needed	Route 4, Trolley, and unused stops without a schedule	40	15.9%
	Next Bus Electronic Sign			
	↳ Yes	Next bus electronic sign present	9	3.6%
	↳ No	No next bus electronic sign	242	96.4%
	Power			
	↳ Yes	Power source is visible	27	10.8%
	• Solar	Solar panels visible	21	8.4%
	• External	External power conduits visible	7	2.8%
	↳ No	No power source visible	13	5.2%
	↳ Null	No shelter	211	84.1%
	Seating			
	↳ Yes	Seating is present	72	28.7%
	• Seating Condition			
	- Like New	Minimal scratching	5	2.0%
	- Good	Chipped paint, small dents, etc.	58	23.1%
	- Needs Replacement	Major dents, rust, etc.	3	1.2%
	- Other	Atypical seating, very worn paint, not bolted, etc.	6	2.4%
	• Number of seats			
	- 1-2 Seats	1-2 estimated seats	7	2.8%
	- 3 Seats	3 estimated seats	19	7.6%
	- 4-6 Seats	4-6 estimated seats	39	15.5%
	- 7+ Seats	7+ estimated seats	7	2.8%
	↳ No	No seating	179	71.3%
	Bicycles			
	↳ Bike rack			
	• Yes	Bike rack at or near stop	9	3.6%



Bus Stop Inventory and Accessibility Study

Category	Field	Description	Number	Percent
Stop Mechanics	• No	No bike rack	242	96.4%
	↳ Bike share			
	• Yes	Bike share at or near stop	4	1.6%
	• No	No bike share	247	98.4%
	Trash Receptacle			
	↳ Yes	Trash receptacle present at or near stop	75	29.9%
	↳ No	No trash receptacle	176	70.1%
	Shade			
	↳ Yes		143	57.0%
	• Shade excluding shelters	Shade provided at or near station by trees, fence, building, etc. (excluding shelters)	121	48.2%
	↳ No	No shade	108	43.0%
	Curb and/or Gutter			
	↳ Yes	Curb and/or gutter separating paved pad and roadway	141	56.2%
	↳ No	No Curb and/or gutter separating paved pad and roadway	3	1.2%
	↳ Null	No paved pad adjacent to roadway	107	42.6%
	Bus Stop Location			
	↳ Near Side	Stop on near side of an intersection	69	27.5%
	↳ Mid-Block	Stop between two intersections	87	34.7%
	↳ Far Side	Stop on far side of an intersection	95	37.8%
	Reciprocal bus stop			
	↳ Yes	Reciprocal bus stop on other side of street serving opposite direction present	211	84.1%
	↳ No	No reciprocal bus stop on other side of street serving opposite direction	40	15.9%
	Routes Served			
	↳ 0	Stops serving no current routes	3	1.2%
	↳ 1	Stops serving only 1 route	177	70.5%
	• Trolley	Stops serving only the Trolley	23	9.2%
	• Route 4	Stops serving only Route 4	21	8.4%
	• Other	Stops serving only 1 route besides the Trolley and Route 4	133	53.0%
	↳ 2	Stops serving 2 routes	56	22.3%
	↳ 3	Stops serving 3 routes	14	5.6%
	• Route 4 + 2 Other Routes	Stops serving route 4 combined with 2 additional routes	5	2.0%
	• Other	Stops serving 3 routes, not including route 4	9	3.6%
	↳ 4	Stops serving 4 routes	1	0.4%
	Sign Face Orientation			
	↳ Yes	At least 1 sign face is oriented toward the street	198	78.9%
	↳ No	No sign faces are oriented towards the street	12	4.8%
	↳ No permanent signs	No permanent pole and/or no signs	41	16.3%
	Bus Pull Out Lane			
	↳ Yes	Bus pull out lane from traffic is present	106	42.2%
	• Finite Length	Bus pull out lane is marked by curbs and/or paint	42	16.7%
	- 60' - 109.9' Pull Out Lane Distance	Distance from start to end when the lane tapers from traffic lane is between 60' - 109.9'	24	9.6%
	- 110' - 159.9' Pull Out Lane Distance	Distance from start to end when the lane tapers from traffic lane is between 110' - 159.9'	8	3.2%
	- 160' - 209.9' Pull Out Lane Distance	Distance from start to end when the lane tapers from traffic lane is between 160' - 209.9'	8	3.2%

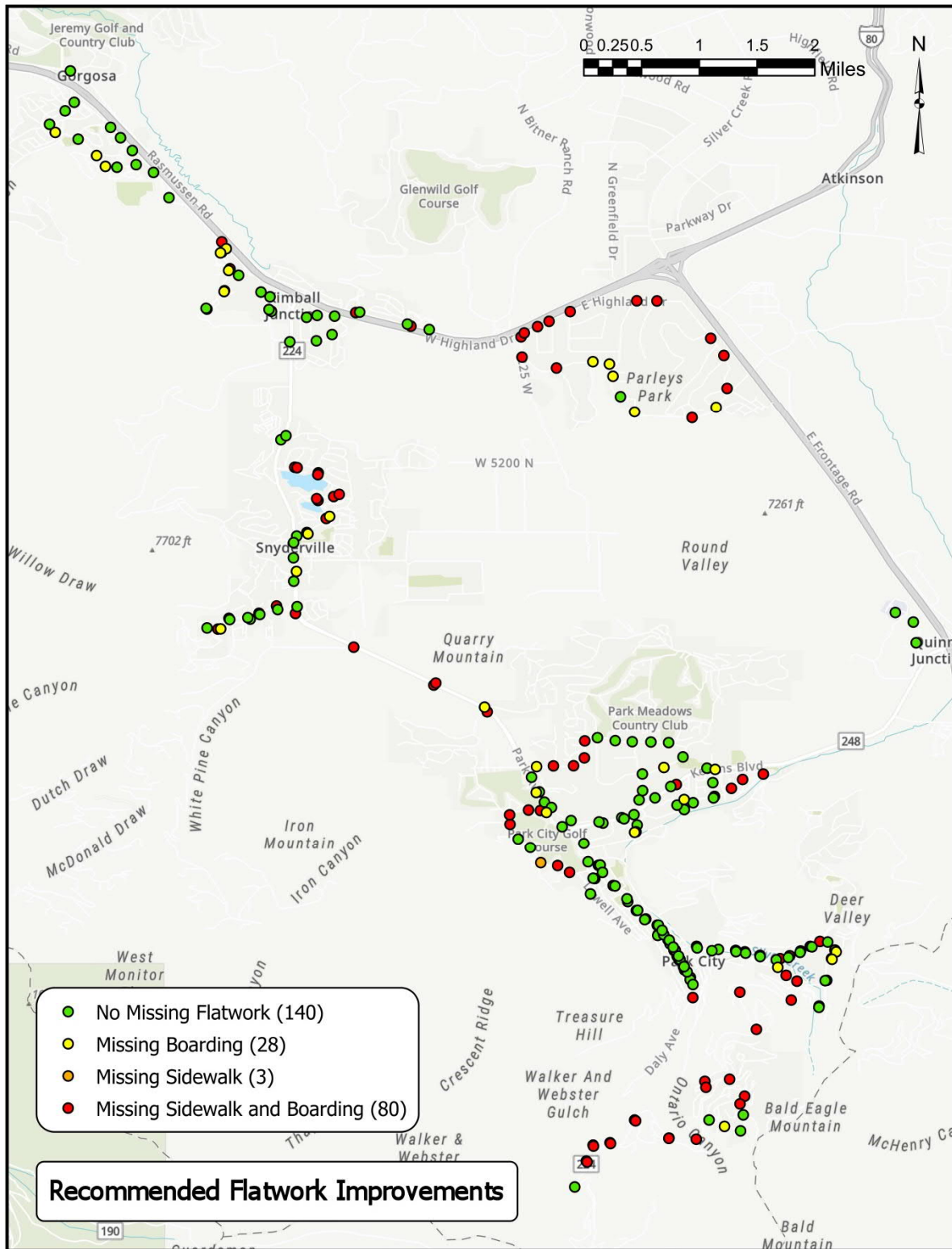


Category	Field	Description	Number	Percent
	- 210' - 260' Pull Out Lane Distance	Distance from start to end when the lane tapers from traffic lane is between 210' - 260'	2	0.8%
	• Continuous Length	Bus pull out lane is a wide shoulder	64	25.5%
	↳ No	No bus pull out lane from traffic	145	57.8%

Table 4. Stops without Boarding and Alighting Areas with a Route Nearby

Stop ID	Stop Name	Boardings	Alightings	Boarding and Alighting Total
50110	Treasure Mnt Kearns	497	6778	7275
70108	Outlets Inbound	5419	452	5871
10130	Park Plaza	1324	2944	4268
40090	Stein Eriksen Lodge on Royal St West	676	1681	2357
2001	2001 Park Ave at Hotel Park City	1032	1203	2235
20150	Peaks Hotel on Holiday Ranch Loop Rd	949	921	1870
2225	2225 Park Ave & Prospector Dr	935	744	1679
4280	4280 Hwy 224 & Old Ranch Rd	866	778	1644
70105	Powderwood Condos Inbound	1347	84	1431
50030	Deer Valley Plaza on Deer Valley Dr	844	322	1166
70020	Silver Springs & Meadow Loop to KJ	749	379	1128
70170	Pinebrook Blvd & Summerhill Dr	322	574	896
70150	Pinebrook Blvd & Cottage Court	391	492	883
70270	Powderwood Condos on Kilby Rd ^Shelter	731	126	857
60060	Silverado on Canyons Dr to Park City	774	76	850
20040	High School Football Field & Lucky John	265	398	663
80140	Trailside Dr & Silver Summit Parkway	230	377	607
70010	Parleys Park Sch & Silver Springs to KJ	385	210	595
80120	Silver Summit Parkway & Sagebrook Dr	231	205	436
70140	Pinebrook Blvd & Cottage Loop	134	234	368
80160	Trailside Dr & Trailside Loop	151	128	279
2590	2590 Park Ave & Meadows Dr (Outbound)	67	151	218
234040	Deer Valley Dr & Queen Esther Dr	162	31	193
234030	The Lodges on Deer Valley Dr to Main St	88	79	167
80180	Trailside Dr & Mountain Ranch Dr (6080)	48	45	93
80170	Trailside Dr & Snowview Dr	44	46	90
70107	Crestview Condos Inbound	75	10	85
56020	Bonanza Dr & Ironhorse Dr	7	4	11

Figure 3. Recommended Flatwork Improvements





5.0 NEXT STEPS

The data collected as part of this study is a resource for Park City as they seek to make bus stop improvements in their communities. The results of the collected data can be used to guide the decision-making process for the selection of additional bus stops to include in Park City's current Bus Shelter Improvement project.



APPENDIX A. ADA COMPLIANCE REPORT



Bus Stop Inventory and Accessibility Study

ADA Compliance Report																												
✔ = Compliant/Present ✖ = Non-Compliant/Not Present																												
Stop Information						Accessible Route Compliance					Boarding and Alighting Pad Compliance						Shelter Compliance					Miscellaneous Compliance						
Stop ID	Stop Name	Boardings	Alightings	Boarding and Alighting Total		Cross Slope	Longitudinal Slope	Width	Route Hazards	Accessible Route to Stop Present	Overall Grade	Cross Slope	Longitudinal Slope	Length	Width	Slip Resistance	Boarding and Alighting Area Present at Stop	Overall Grade	Accessible Route from Shelter to Boarding and Alighting Area	Clear Space	Shelter Present at Stop	Overall Grade	Sign Distance from Road	Sign Height	Bench Height	Overall Grade	ADA Compliance Grade	
						Limit 1	Limit 2	2.5	6	5		8	-	-	-	4	-		2.5	6	17							
						2.6	6	3	-	-		2.5	6	5	8	-	-		2.5	6	19							
60020	Ambush Condos on Canyons Resort Dr	MISSING	MISSING	0		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	B	-	4	✔	-	-	✔	✔	✔	B	A
60030	Canyons Dr & Cedar Lane to Grand Summit	MISSING	MISSING	0		✖	✖	✔	✔	✔	C	✖	✖	✔	✔	✔	✔	D			✖	-	✔	✔	✔	-	B	
51	Canyons Transit Hub	46720	46338	93058		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	C	✔	✔	✔	A	✔	✖	✖	D	B-	
1000	PC Mountain	35503	34413	69916		✖	✖	✔	✔	✔	C	✖	✖	✔	✔	✔	✔	C			✖	-	✔	✔	✔	D	C+	
1705	Park Ave Condos	25208	54070	79278		✖	✖	✔	✔	✔	C	✔	✔	✔	✔	✔	✔	B	✔	✔	✔	A	✔	✖	✔	B	B+	
45090	Snow Park Lodge & Deer Valley-No Shelter	15507	17095	32602		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	C			✖	-				-	A-	
234010	Snow Park Lodge & Deer Valley-Shelter	15507	17095	32602		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A	✔	✔	✔	A	✔	✔	✔	A	A+	
70115	Ecker Hill Park & Ride	11457	11060	22517		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A	✔	✔	✔	A			✖	B	A	
60050	Grand Summit Hotel at Canyons ^Shelter	11275	13001	24276		✔	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	C	✔	✔	✔	A	✔	✖	✔	B	B+	
778	778 Park Ave at Town Lift	9891	623	10514		✔	✖	✔	✔	✔	B	✔	✖	✔	✔	✔	✔	C			✖	-	✔	✖	✖	D	B-	
1450	Edelweiss Haus on Empire Ave	9044	755	9799						✖	F	✖	✖	✔	✔	✖	✔	E			✔	-	✔	✖		B	C-	
15060	The Learning Center on Kearns ^Shelter	8535	3788	12323		✔	✖	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	C	✔	✔	✔	A	✔	✖	✔	B	B+	
15080	Parkside Apts on Kearns Blvd ^Shelter	8198	1419	9617		✔	✖	✔	✔	✔	B	✔	✔	✔	✔	✖	✔	D	✔	✔	✔	A	✔	✖	✔	B	B	
20080	PCMARC on Little Kate & Monitor ^Shelter	5472	4405	9877		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	B	✔	✔	✔	A	✔	✖	✔	B	A-	
1245	Library West	5426	4363	9789		✔	✔	✔	✔	✔	A	✖	✔	✔	✔	✔	✖	C	✔	✔	✔	A	✔	✔	✖	B	A-	
70108	Outlets Inbound	5419	452	5871		✔	✔	✔	✔	✔	A						✖	F			✔	-				-	B	
15050	The Prospector Bldg 7 on Sidewinder Dr	5271	353	5624		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✔	-	✔	✖	✔	B	A	
78050	Newpark Hotel on Highland Dr ^Shelter	4950	3283	8233		✖	✖	✔	✖	✔	D	✖	✖	✔	✔	✔	✔	D	✔	✔	✔	A	✖	✔	✔	B	C+	
78040	Redstone on Newpark Blvd ^Shelter	4949	6661	11610		✖	✖	✔	✔	✔	C	✔	✔	✔	✔	✔	✖	B	✔	✔	✔	A	✔	✔	✔	B	B+	
15030	The Prospector on Gold Dust Lane^Shelter	4590	2131	6721		✖	✔	✔	✔	✔	B	✔	✔	✔	✔	✔	✔	B	✔	✔	✔	A			✖	B	A-	
70250	Elk Meadows on Kilby Rd ^Shelter	4492	258	4750		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	C	✔	✔	✔	A			✔	A	A-	
15070	Park City High School on Kearns ^Shelter	3794	786	4580				✔	✔	✔	C			✔	✔	✔	✔	D	✖	✔	✔	D	✖			B	C-	
90070	Empire Lodge & Montage to Main ^Shelter	3762	12073	15835		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	C	✔	✔	✔	A	✔	✖	✔	B	B+	
1493	1493 Park Ave at Sunflower Condos	3451	326	3777		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	C			✔	-	✔	✖		B	B+	
78080	Ute Blvd at Wendys ^Shelter	3427	1322	4749		✖	✖	✔	✔	✔	C	✖	✔	✔	✔	✔	✔	B	✔	✔	✔	A	✖	✖	✔	D	B-	
15020	Prospector Condos on Prospector Ave	3422	2119	5541		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	C			✔	-	✔	✖	✔	D	B-	
50060	Comstock & Little Bessie	3421	577	3998		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	B			✔	-	✔	✖	✔	D	B	
1250	Library East	3377	1968	5345		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	D	✔	✔	✔	A	✔	✖	✔	D	C+	
1505	1505 Park Ave at Silvertown to Main St	3242	1210	4452		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	D			✔	-	✔	✖	✔	D	C+	
511	511 Main St to Top of Main St	3158	1421	4579		✖	✖	✔	✔	✔	C	✖	✖	✔	✔	✔	✔	C			✔	-				-	B+	
1375	1375 Park Ave & 14th St	3068	1061	4129		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	C			✔	-	✔	✖		B	B+	
15010	Carriage House on Poison Creek Lane	2625	2572	5197		✖	✔	✔	✔	✔	B	✔	✔	✔	✔	✔	✔	B			✔	-	✔	✖		B	A-	
70090	Outlets Park City	2453	2405	4858		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	B			✔	-	✔	✔	✔	A	A	
80230	Canyon Crk & 1015 Bitner to KJ ^Shelter	2323	194	2517		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A	✔	✔	✔	A	✔	✖	✔	B	A	
70220	Kilby Rd & Pinebrook Rd	2321	1560	3881		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✔	-	✔	✖		B	A	
950	950 Park Ave & 10th St - Park Station	2229	198	2427		✖	✖	✔	✔	✔	C	✖	✖	✔	✔	✔	✔	D			✔	-	✔	✖	✔	B	B-	
1615	All Seasons on Empire Ave	2123	3266	5389		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	B	✔	✔	✔	A	✔	✖	✔	B	A	
545	545 Main St to Top of Main St	2079	809	2888		✔	✖	✔	✔	✔	B	✔	✖	✔	✔	✔	✔	B			✔	-				-	A	
40100	Silver Lake Village ^Shelter	1966	4235	6201		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	C	✔	✔	✔	A	✔	✖	✔	B	A-	
80150	Trailside Elementary on Trailside Dr	1885	371	2256		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	C			✔	-	✔	✖		B	A-	
333	333 Main St to Top of Main St	1765	1747	3512		✖	✖	✔	✔	✔	C	✖	✖	✔	✔	✔	✔	C			✔	-			✔	A		
10060	Liquor Store & PC Market ^Shelter	1746	2207	3953		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	B	✔	✔	✔	A	✔	✖	✔	B		

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Bus Stop Inventory and Accessibility Study

ADA Compliance Report																														
1378	1378 Park Ave at City Park	1740	1752	3492			X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
1485	1485 Empire Ave at Silver King Condos	1607	8167	9774			✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	X	✓	B			X	-	✓	X		B	A
291	291 Main St to Top of Main St	1600	4929	6529			X	X	✓	✓	✓	✓	C	X	X	✓	✓	✓	✓	✓	C			X	-			✓	A	B+
5449	5449 Hwy 224 & Bobsled Blvd ^Shelter	1589	794	2383			X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	X	✓	✓	C	✓	✓	✓	A	✓	X	✓	B	B+
30060	Silver Star & Payday ^Shelter	1521	823	2344			X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	✓	✓	✓	B	✓	✓	✓	A	✓	X	✓	B	A-
70070	Taco Bell on Landmark Dr ^Shelter	1480	370	1850			X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	✓	✓	✓	B	✓	✓	✓	A	✓	X	✓	B	A-
751	751 Main St to Top of Main St	1466	484	1950			X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	✓	X	✓	C			X	-	✓	✓		A	A-
461	461 Main St to Top of Main St	1447	1424	2871			✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-				-	A+
10030	Wyatt Earp Way & Chatham Crossing	1443	1441	2884							X		F							X	F			X	-	✓	X		B	D+
710	710 Main St to Transit Center	1395	1690	3085			✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-				-	A+
70105	Powderwood Condos Inbound	1347	84	1431			✓	X	✓	✓	✓	✓	B							X	F			X	-				-	B-
10130	Park Plaza	1324	2944	4268			✓	✓	✓	✓	✓	✓	A							X	F			X	-				-	B
10110	Building 7 North	1322	5185	6507							X		F							X	F			X	-	X	X		D	D-
70109	Liberty Peak Inbound	1316	133	1449			✓	X	✓	✓	✓	✓	B	✓	✓	✓	✓	✓	✓	✓	A			X	-				-	A
777	777 Park Ave at Town Lift to Main St	1237	15205	16442			X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	✓	✓	✓	B			X	-	✓	X	X	D	B
4220	4220 Hwy 224 & Sun Peak Dr ^Shelter	1234	717	1951			X	✓	✓	✓	X	✓	C	X	X	✓	✓	✓	X	✓	D	✓	X	✓	D	✓	X	✓	B	C-
10020	Sidewinder Dr & Buffalo Bill	1221	1233	2454							X		F							X	F			X	-	X			B	D+
30090	Snow Flower on Ill Kings Dr	1179	333	1512							X		F							X	F			X	-	✓	X		B	D+
100	Main St Trolley Turnaround	1176	4212	5388							X		F							X	F			X	-	X	✓		B	D+
6357	6357 Hwy 224 & Olympic Parkway ^Shelter	1143	320	1463			✓	✓	✓		X	✓	B	✓	✓	✓	✓	X	✓	✓	B	✓	✓	✓	A	✓	X	✓	B	A-
70190	Fresh Market on Pinebrook Blvd ^Shelter	1137	1533	2670			X	X	✓	✓	✓	✓	C	✓	✓	X	✓	X	X	X	D	✓	✓	✓	A	✓	X	✓	B	B-
613	613 Main St to Top of Main St	1130	365	1495			X	X	✓	✓	✓	✓	C	X	X	✓	✓	X	✓	✓	D			X	-	X	✓		B	B-
126010	Kearns Blvd & Homestake Rd	1076	846	1922			✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	✓	B			X	-	✓	X		B	A
2001	2001 Park Ave at Hotel Park City	1032	1203	2235			✓	✓	✓	✓	✓	✓	A							X	F			X	-	✓	X		B	B-
70200	Jeremy Ranch Park and Ride ^Shelter	1013	1079	2092					✓	✓	✓	✓	C				✓	✓	✓	✓	C	✓	✓	✓	A	✓			A	B+
1520	1520 Park Ave at 7-11	991	4432	5423			✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	✓	B			X	-	✓	X		B	A
20150	Peaks Hotel on Holiday Ranch Loop Rd	949	921	1870			✓	✓	✓	✓	✓	✓	A							X	F			X	-	✓	X		B	B-
2225	2225 Park Ave & Prospector Dr	935	744	1679			X	✓	✓	✓	✓	✓	B							X	F			X	-	✓	X		B	C+
900	9th & Main St	920	243	1163			X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	✓	✓	✓	B			X	-	✓	X	X	D	B
4280	4280 Hwy 224 & Old Ranch Rd	866	778	1644			X	✓	✓	✓	✓	✓	B							X	F			X	-	✓	X		B	C+
419	419 Main St to Top of Main St	853	1049	1902			✓	X	✓	✓	✓	✓	B	✓	X	✓	✓	✓	✓	✓	B			X	-				-	A
78070	Silver Mountain Spa on Ute Blvd ^Shelter	844	677	1521			X	X	✓	✓	✓	✓	C	X	X	✓	✓	X	✓	✓	D	✓	✓	✓	A	✓	X	✓	B	B-
50030	Deer Valley Plaza on Deer Valley Dr	844	322	1166			X	✓	✓	✓	✓	✓	B	✓	✓	✓	X	X	X	X	F			X	-	✓	X		B	C+
2346	2346 Park Ave at Peaks Hotel^Shelter	831	823	1654			X	✓	✓	✓	X	✓	C	X	✓	✓	✓	X	X	X	D	✓	✓	✓	A	✓	X	X	D	C
614	614 Main St to Transit Center	831	726	1557			✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-				-	A+
328	328 Main at Egyptian Theatre to OTTC	777	877	1654			X	X	✓	✓	✓	✓	C	X	X	✓	✓	✓	✓	✓	C			X	-				-	B+
60060	Silverado on Canyons Dr to Park City	774	76	850			✓	✓	✓	✓	✓	✓	A							X	F			X	-	✓	X		B	B-
660	660 Main St to Transit Center	771	682	1453			X	X	✓	✓	✓	✓	C	X	X	✓	✓	✓	✓	✓	C			X	-				-	B+
78060	Summit County Field House on Ute Blvd	769	264	1033			X	✓	✓	✓	X	✓	C	X	✓	✓	✓	X	✓	✓	C	✓	X	✓	D	X	X	✓	D	C-
402	402 Main St to Transit Center	749	671	1420			✓	X	✓	✓	✓	✓	B	✓	X	✓	✓	✓	✓	✓	B			X	-			✓	A	A
70020	Silver Springs & Meadow Loop to KJ	749	379	1128			X	✓	✓	✓	✓	✓	B							X	F			X	-	X	X		D	C-
151	151 Main St to Top of Main St	743	2645	3388			✓	X	✓	✓	✓	✓	B	✓	X	✓	✓	✓	✓	✓	B			X	-			✓	A	A
2100	2100 Park Ave Post Office	742	447	1189			X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
70270	Powderwood Condos on Kilby Rd ^Shelter	731	126	857			X	✓	✓	✓	✓	✓	B							X	F	X	✓	✓	D	✓	X	✓	B	C-
234020	Courchevel on Deer Valley Dr East	726	358	1084							X		F							X	F			X	-	X	X		D	D-
450	450 Main St at Post Office to OTTC	714	582	1296			✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-			X	B	A
70230	Kilby Rd & Mustang Loop	713	253	966			X	X	✓	✓	✓	✓	C	✓	✓	✓	✓	✓	✓	✓	A			X	-	✓	X		B	A-
4377	4377 Hwy 224 Hyatt Place Hotel	706	259	965			X	✓	✓	✓	✓	✓	B	✓	✓	✓	✓	✓	✓	✓	A	✓	✓	✓	A			✓	A	A
890	890 Main St to Transit Center	695	1035	1730			X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	✓	✓	✓	B			X	-			X	B	A-
560	560 Main St & Walkway to OTTC	677	480	1157			X	X	✓	✓	✓	✓	C	X	X	✓	✓	✓	✓	✓	C			X	-				A	B+
40090	Stein Eriksen Lodge on Royal St West	676	1681	2357			✓	X	✓	✓	✓	✓	B							X	F			X	-	✓	X		B	C+
1108	1108 Park Ave & 11th St	666	260	926			✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	✓	B			X	-	✓	X		B	
30080	Building 4 (Cabanas) on Ill Kings Dr	661	266	927							X		F							X	F			X	-	✓	X		B	

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20050	Ball Field on Lucky John Dr	641	704	1345		X	X	✓	X	✓	D	✓	✓	✓	✓	✓	✓	A			X	-	✓	X	✓	B	B+
528	528 Main St & Museum to Transit Center	618	460	1078		✓	X	✓	✓	✓	B	✓	X	✓	✓	✓	✓	B			X	-				-	A
4540	4540 Hwy 224 & Canyons Dr to KJ	596	437	1033		✓	✓	✓	✓	✓	A	X	X	✓	✓	✓	✓	C	✓	✓	✓	A			✓	A	A
20020	Holiday Village Apts on Monitor Dr	589	1776	2365		✓	✓	✓	✓	✓	A	✓	✓	✓	X	X	✓	C			X	-	✓	X		B	A-
50100	PC HS Kearns-O	563	2948	3511							X	F					X	F			X	-				-	C-
70180	Pinebrook Blvd at Pointe Rd	547	897	1444		✓	✓	✓	X	✓	B	✓	✓	✓	✓	X	✓	B			X	-	✓	X		B	A-
20110	Holiday Ranch Loop Rd & Quaking Aspen Ct	544	581	1125						X	F						X	F			X	-	✓	X	✓	B	D+
45080	Courchevel to Deer Valley Resort	534	1155	1689		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	A			X	-	✓	X		B	A
1001	1001 Park Ave & 10th St Inbound	520	813	1333		✓	✓	✓	✓	✓	A	✓	✓	✓	X	✓	✓	B			X	-	✓	X		B	A
1900	1900 Park Ave at Squatters	512	299	811		X	✓	✓	✓	✓	B	X	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
685	685 Deer Valley Dr at Greyhawk	512	75	587		X	✓	✓	✓	✓	B	X	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
70075	Whole Foods	505	268	773		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	A	✓	✓	✓	A			X	B	A
50110	Treasure Mnt Kearns	497	6778	7275		✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B-
4445	4445 Hwy 224 & Park City Nursery^Shelter	487	372	859		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	B			X	-				-	A
70350	Silver Springs Dr & Silver Springs Rd	478	692	1170						X	F						X	F			X	-	✓	X		B	D+
90030	Silver Strike Lodge to Empire Lodge	478	272	750						X	F						X	F			X	-	✓	X		B	D+
1117	1117 Park Ave & 11th St Inbound	475	664	1139		X	✓	✓	✓	✓	B	X	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
3585	3585 Hwy 224 & White Pine Canyon Rd	454	336	790						X	F						X	F			X	-	✓	X	X	D	D-
70290	Walmart on Landmark Dr ^Shelter	452	1336	1788		✓	✓	✓	✓	✓	A	✓	✓	✓	X	✓	✓	B	✓	✓	✓	A		✓	✓	B	A
30070	Ill Kings Dr & Crescent Rd ^Shelter	448	197	645						X	F	X	✓	✓	X	X	✓	D	✓	✓	✓	A		X	✓	D	D+
1115	1115 Deer Valley Dr & Mellow Mountain Rd	448	137	585		X	✓	✓	✓	✓	B	X	✓	✓	X	X	✓	D			X	-	✓	X		B	B
4525	4525 Hwy 224 & Canyons Dr to Park City	446	103	549						X	F						X	F			X	-	✓	X		B	D+
126030	Park City Clinic on Kearns & Bonanza	444	2549	2993		X	✓	✓	✓	✓	B	X	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
80110	Highland Dr & Sagebrook Dr	442	530	972						X	F						X	F			X	-	X	X		D	D-
20140	Holiday Ranch Loop Rd & Creek Dr	435	408	843						X	F						X	F			X	-	✓	X		B	D+
10040	Park City Cemetery on Kearns Blvd	427	443	870		X	✓	✓	✓	✓	B	X	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
70340	Silver Springs Dr & Little Lake Dr to PC	409	208	617						X	F						X	F			X	-	✓	X		B	D+
5472	5472 Hwy 224 & Cutter Lane	404	1284	1688		✓	✓	✓	✓	✓	A	X	✓	✓	✓	✓	✓	B			X	-	✓	X		B	A
20070	Little Kate & Racquet Club Condos 77-172	398	689	1087		X	✓	✓	✓	✓	B	X	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
70150	Pinebrook Blvd & Cottage Court	391	492	883		X	✓	✓	✓	✓	B						X	F			X	-	✓	X		B	C+
80130	Silver Summit Parkway & Kingsford Dr	390	311	701						X	F						X	F			X	-	✓	X	X	D	D-
20090	Little Kate & Racquet Club Condos 1-76	386	378	764		✓	X	✓	✓	✓	B	✓	X	✓	X	✓	✓	C			X	-	✓	X		B	B+
70010	Parleys Park Sch & Silver Springs to KJ	385	210	595		✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B-
250	250 Main St to Transit Center	380	729	1109		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	B			X	-			✓	A	A
20060	Little Kate Rd & Evening Star Dr	363	406	769		✓	✓	✓	✓	✓	A	✓	✓	✓	X	✓	✓	B			X	-	✓	X		B	A
45070	The Lodges to Deer Valley Resort	335	535	870		X	✓	✓	✓	✓	B	X	✓	✓	✓	✓	✓	B			X	-	✓	X		B	A-
20100	Little Kate & Lucky John Dr	323	359	682		X	X	✓	✓	✓	C	X	X	✓	X	X	✓	E			X	-	✓	X	X	D	C-
70170	Pinebrook Blvd & Summerhill Dr	322	574	896		✓	X	✓	✓	✓	B						X	F			X	-	✓	X		B	C+
80090	Highland Dr & Silver Sage Dr	318	341	659						X	F						X	F			X	-	✓	X		B	D+
70120	Elk Meadows on Pinebrook Blvd	316	4107	4423		✓	✓	✓	✓	✓	A	✓	✓	✓	X	✓	✓	B			X	-	✓	X		B	A
80240	Bitner Rd & Old Stone House Rd	312	168	480		X	✓	✓	✓	✓	B	X	✓	✓	✓	✓	✓	B			X	-	✓	X		B	A-
20010	Wells Fargo Bank on Monitor Dr	308	974	1282		X	✓	✓	✓	✓	B	X	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
126020	Kimball Art Center	301	885	1186		X	✓	✓	✓	✓	B	X	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+
70360	Blue Roof on Silver Springs Dr	301	466	767						X	F						X	F			X	-	✓	X		B	D+
80220	Canyon Creek Condos on 715 Bitner to KJ	298	21	319		X	✓	✓	✓	✓	B	X	✓	✓	✓	✓	✓	B			X	-	✓	X		B	A-
80080	Highland Dr & Mountain View Dr	288	501	789						X	F						X	F			X	-	✓	X		B	D+
20130	Holiday Ranch Loop Rd & Little Kate Rd	287	250	537						X	F						X	F			X	-	✓	X	X	D	D-
90110	Silver Strike Lodge on Marsac to Main St	286	148	434						X	F						X	F			X	-	✓	X		B	D+
4580	4580 Hwy 224 & Silver Springs ^Shelter	280	711	991		✓	✓	✓	✓	✓	A	X	✓	✓	✓	X	✓	C	✓	✓	✓	A		✓	✓	A	A
70280	Hampton Inn on Landmark Dr	279	416	695		✓	X	✓	X	✓	C	✓	X	✓	✓	X	✓	C			X	-	✓	✓		A	B+
10010	Sidewinder Dr & Annie Oakley	278	496	774						X	F						X	F			X	-	✓	X		B	-
20040	High School Football Field & Lucky John	265	398	663		✓	✓	✓	✓	✓	A						X	F			X	-	✓	X	X	D	34



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30050	Spiro Water Works on Ill Kings Dr	263	248	511		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	C			✓	-	✓	✓		B	A-
70050	5148 N Silver Springs Rd to Kimball Jct	257	215	472						✗	F					✗	F			✗	-	✗	✗		D	D-
80060	Highland Dr & Starview Dr	243	157	400						✗	F					✗	F			✗	-	✓	✓	✓	B	D+
651	651 Main St & Heber to Top of Main St	232	55	287		✓	✗	✓	✓	✓	B	✓	✗	✓	✓	✓	C			✗	-			✗	B	B+
80120	Silver Summit Parkway & Sagebrook Dr	231	205	436		✗	✗	✓	✓	✓	C					✗	F			✗	-	✓	✗		B	C
80140	Trailside Dr & Silver Summit Parkway	230	377	607		✗	✗	✓	✓	✓	C					✗	F			✗	-	✓	✗		B	C
363	363 Deer Valley Dr & Deer Valley Loop	228	188	416		✓	✓	✓	✓	✓	A	✓	✓	✓	✗	✓	B			✗	-				-	A
10080	Snowcreek Dr & Park Ave & Police Station	222	732	954		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	A			✗	-	✓	✗		B	A
80050	Highland Dr & Parkridge Dr	221	252	473						✗	F					✗	F			✗	-	✓	✗		B	D+
555	555 Deer Valley Dr at The Line ^Shelter	221	125	346		✓	✓	✓	✓	✓	A	✓	✓	✓	✗	✓	B	✓	✓	✓	A	✓	✓	✓	B	A
30010	Hotel Park City on Thaynes Canyon Dr	218	284	502						✗	F					✗	F			✗	-	✗	✗		D	D-
45060	Queen Esther & Deer Valley Dr	208	544	752		✗	✓	✓	✓	✓	B	✗	✓	✓	✓	✓	B			✗	-	✓	✗		B	A-
70030	Silver Springs Dr & Little Lake Dr to KJ	203	216	419						✗	F					✗	F			✗	-	✓	✗		B	D+
45050	Solanere & Deer Valley Dr at Daystar	201	575	776		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	A			✗	-	✓	✗		B	A
80070	Highland Dr & Snowview Dr	198	231	429						✗	F					✗	F			✗	-	✓	✗		B	D+
30040	Ill Kings Dr & Snows Lane	198	185	383						✗	F					✗	F			✗	-	✗	✗		D	D-
60080	Canyons Dr & Chalet Dr to Park City	194	68	262		✓	✗	✓	✓	✓	B	✓	✗	✓	✗	✓	C			✗	-				-	A-
70102	Outlets-O	189	2331	2520						✗	F					✗	F			✗	-				-	C-
2168	2168 Park Ave & Saddle View Dr	189	536	725		✗	✓	✓	✓	✓	B	✗	✓	✓	✗	✓	C			✗	-	✓	✗		B	B+
234050	Daystar on Deer Valley Dr & Solanere	188	156	344						✗	F					✗	F			✗	-	✗	✗		D	D-
70210	Fresh Market on Kilby Rd	186	132	318				✓	✓	✓	C			✓	✓	✓	C			✗	-	✓			A	B+
604	604 Deer Valley Dr & Rossi Hill Dr	185	672	857		✓	✓	✓	✓	✓	A	✓	✓	✓	✗	✓	B			✗	-	✓	✗		B	A
40080	Little Bell on Royal St West	184	337	521		✓	✗	✓	✓	✓	B	✓	✓	✓	✗	✗	C			✗	-	✓	✗		B	B+
80020	Canyon Creek & Bitner to Silver Summit	183	2325	2508						✗	F					✗	F			✗	-	✓	✗		B	D+
50020	Lake Side 1501-1650 on Deer Valley Dr	182	138	320						✗	F					✗	F			✗	-	✓	✗		B	D+
80100	Highland Dr & Kingsford Dr	175	206	381						✗	F					✗	F			✗	-	✓	✗	✗	D	D-
605	605 Deer Valley Dr at Sunspot	173	144	317		✗	✓	✓	✓	✓	B	✗	✓	✓	✗	✓	C			✗	-	✓	✗		B	B+
80210	Old Ranch Rd & Highland Dr	172	4	176						✗	F					✗	F			✗	-	✓	✗	✗	D	D-
70320	5129 Silver Springs Dr to Park City	169	298	467						✗	F					✗	F			✗	-	✓	✗		B	D+
2995	2995 Hwy 224 & McPolin Farm Inbound	162	174	336						✗	F					✗	F			✗	-	✓	✗		B	D+
234040	Deer Valley Dr & Queen Esther Dr	162	31	193		✓	✓	✓	✓	✓	A					✗	F			✗	-	✓	✗		B	B-
45040	Bristlecone on Deer Valley Dr	161	188	349		✗	✓	✓	✓	✓	B	✗	✓	✓	✓	✓	B			✗	-	✓	✗		B	A-
70100	Kilby Road at Powderwood Dr.	160	606	766						✗	F					✗	F			✗	-	✓	✗		B	D+
45030	Fawngrove 1550-1681 to Deer Valley	159	285	444		✗	✓	✓	✓	✓	B	✗	✓	✓	✓	✓	B			✗	-	✓	✗		B	A-
10050	Zions Bank & Kearns Blvd & Snowcreek Dr	158	733	891		✗	✓	✓	✓	✓	B	✗	✓	✓	✓	✗	C			✗	-	✓	✗		B	B+
45010	Pinnacle on Deer Valley Dr to Snowpark	155	1026	1181		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	A			✗	-	✓	✗		B	A
80160	Trailside Dr & Trailside Loop	151	128	279		✓	✓	✓	✓	✓	A					✗	F			✗	-	✓	✗	✗	D	C
90010	Ontario Ridge Parking Lot	150	1904	2054						✗	F					✗	F			✗	-				-	C-
20120	Holiday Ranch Loop Rd & Red Maple Ct	147	137	284						✗	F					✗	F			✗	-	✗	✗		D	D-
70240	Kilby Rd & Engen Loop	139	37	176		✓	✗	✓	✓	✓	B	✓	✓	✓	✗	✓	B			✗	-				-	A
70140	Pinebrook Blvd & Cottage Loop	134	234	368		✓	✓	✓	✓	✓	B					✗	F			✗	-	✓	✗		B	C+
70130	Brook Hollow Village on Pinebrook Blvd	133	212	345		✗	✗	✓	✓	✗	C	✗	✓	✓	✓	✓	B			✗	-	✓	✗		B	B+
70310	1664 Silver Springs Dr to Park City	133	127	260						✗	F					✗	F			✗	-	✗	✗		D	D-
412	412 Main St to Transit Center	131	106	237		✓	✗	✓	✓	✓	B	✓	✗	✓	✓	✓	B			✗	-			✗	B	A-
45020	Fawngrove 1400-1536 to Deer Valley	128	186	314		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	A			✗	-	✓	✗		B	A
70103	Crestview Condos Outbound	126	2493	2619						✗	F					✗	F			✗	-	✓	✗		B	D+
20030	LDS Church on Lucky John Dr	124	242	366		✗	✓	✓	✓	✓	B	✗	✓	✓	✗	✓	C			✗	-	✓	✗		B	B+
5	Park City Medical Center on Round Valley	113	110	223		✓	✓	✓	✓	✓	A	✓	✓	✓	✗	✓	B			✗	-	✓	✗	✓	B	A
80190	Trailside Dr & Mountain Ranch Dr (5740)	113	104	217						✗	F					✗	F			✗	-	✓	✗		B	D+
2585	2585 Park Ave & Meadows Dr to Park City	112	45	157						✗	F					✗	F			✗	-	✓	✗		B	D+
1130	1130 Deer Valley Dr & Stonebridge Court	108	669	777		✓	✓	✓	✓	✓	A	✓	✓	✓	✗	✓	B			✗	-	✓	✗		B	A
690	690 Deer Valley Dr at Foxglove	102	537	639		✓	✓	✓	✓	✓	A	✓	✓	✓	✗	✓	B			✗	-	✓	✗		B	
30030	Ill Kings Dr & Thaynes Canyon Dr	99	42	141						✗	F					✗	F			✗	-	✗	✗		D	



Bus Stop Inventory and Accessibility Study

ADA Compliance Report																													
90080	Hawkeye Place on Marsac Ave to Main St	99	12	111						X	F						X	F			X	-	✓	X		B	D+		
80010	Bitner Rd at Glenwild Dr	89	405	494						X	F						X	F			X	-	✓	X		B	D+		
234030	The Lodges on Deer Valley Dr to Main St	88	79	167		✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B-		
326	326 Deer Valley Dr at Caribou	86	176	262		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	B			X	-	✓	X		B	A		
50040	Bonanza Dr & Iron Horse Dr at Rail Trail	83	56	139			✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	A			X	-	✓	X	✓	B	A		
40140	Royal St at Belleairbor to Main St	83	45	128						X	F						X	F			X	-	✓	X		B	D+		
50010	Lake Side 1645-1795 on Deer Valley Dr	76	129	205						X	F						X	F			X	-	✓	X		B	D+		
70107	Crestview Condos Inbound	75	10	85		X	✓	✓	✓	✓	B						X	F			X	-	✓	X		B	C+		
70160	Pinebrook Blvd & Pinebrook Rd	71	491	562		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	X	C			X	-	✓	X		B	A-		
234080	Fawngrove Units 1400 - 1536 to Main St	71	30	101						X	F						X	F			X	-	✓	X		B	D+		
60070	Canyons Dr & Redpine Rd to Park City	68	46	114		✓	X	✓	✓	✓	B	✓	X	✓	✓	✓	✓	B			X	-	✓	X		B	A-		
2590	2590 Park Ave & Meadows Dr (Outbound)	67	151	218		X	✓	✓	✓	✓	B						X	F			X	-	✓	X		B	C+		
70060	1694 N Silver Springs Rd to Kimball Jct	67	82	149						X	F						X	F			X	-	✓	X		B	D+		
70101	Liberty Peak Outbound	65	1207	1272		✓	X	✓	✓	✓	B	✓	✓	✓	✓	X	✓	B			X	-				-	A		
234090	Pinnacle on Deer Valley Dr to Main St	63	35	98						X	F						X	F			X	-	✓	X		B	D+		
3000	3000 Hwy 224 Outbound	62	64	126						X	F						X	F			X	-	✓	X		B	D+		
70104	Powderwood Condos Outbound	61	903	964						X	F						X	F			X	-				-	C-		
234070	Fawngrove Units 1550 - 1686 to Main St	60	39	99						X	F						X	F			X	-	✓	X		B	D+		
7	Peoples Clinic & Summit County Health	59	31	90		X	✓	✓	✓	✓	B	X	✓	✓	✓	X	✓	C	✓	✓	✓	A	✓	✓	✓	A	A-		
80040	Highland Dr & View Dr	58	108	166						X	F						X	F			X	-	✓	X		B	D+		
40110	Bald Eagle Club on Royal St East	56	76	132		X	✓	✓	✓	✓	B	X	✓	✓	✓	X	X	D			X	-	✓	X		B	B		
234060	Bristlecone on Deer Valley Dr to Main St	56	17	73						X	F						X	F			X	-	✓	X		B	D+		
40180	Centennial Dr & Royal St to Main St	55	71	126						X	F						X	F			X	-	✓	X		B	D+		
30020	Thaynes Canyon Dr & Webster Court	51	24	75						X	F						X	F			X	-	✓	X		B	D+		
90120	Empire Club on Marsac Ave to Main St	50	33	83						X	F						X	F			X	-	✓	X		B	D+		
80180	Trailside Dr & Mountain Ranch Dr (6080)	48	45	93		✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B-		
40120	Cache on Royal St East	47	50	97						X	F						X	F			X	-	✓	X		B	D+		
80200	Old Ranch Rd & Trailside Dr	47	19	66						X	F						X	F			X	-	✓	X		B	D+		
60090	Canyons Parking	45	106	151		X	X	✓	✓	✓	C	X	X	✓	✓	✓	✓	C			X	-	X	X		D	C+		
80170	Trailside Dr & Snowview Dr	44	46	90		✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B-		
80030	Highland Dr & Old Ranch Rd	43	99	142						X	F						X	F			X	-	✓	X		B	D+		
70330	4937 Silver Springs Dr to Park City	40	71	111						X	F						X	F			X	-	✓	X		B	D+		
297	297 Deer Valley Dr at Winterwood	39	165	204						X	F	✓	✓	✓	✓	X	✓	B			X	-	✓	X		B	C+		
40130	Stag Lodge on Royal St East	38	41	79						X	F						X	F			X	-	✓	X		B	D+		
40150	Look Out Condos on Royal St to Main St	38	13	51						X	F						X	F			X	-	✓	X		B	D+		
70040	4936 N Silver Springs Dr to Kimball Jct	32	47	79						X	F						X	F			X	-	✓	X		B	D+		
67020	7-11 on Canyons Resort Dr	30	28	58						X	F						X	F			X	-	✓	X		B	D+		
90100	The Grand Lodge on Marsac Ave to Main St	27	0	27						X	F						X	F			X	-	✓	X		B	D+		
56010	Bonanza Dr & Munchkin Rd	26	6	32		X	✓	✓	✓	✓	B	X	✓	✓	✓	X	✓	C			X	-	✓	X		B	B+		
40020	Royal St at Golden Eagle to Silver Lake	15	21	36						X	F						X	F			X	-	✓	X		B	D+		
90020	Empire Club to Empire Lodge	12	187	199						X	F						X	F			X	-	✓	X		B	D+		
40050	Ontario Lodge on Royal St to Silver Lake	10	25	35						X	F						X	F			X	-	✓	X		B	D+		
40200	La Maconnerie on Royal St to Main St	7	19	26						X	F						X	F			X	-	✓	X		B	D+		
6	Park City IHC Clinic on Round Valley	7	11	18		✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	B			X	-	✓	✓		A	A		
56020	Bonanza Dr & Ironhorse Dr	7	4	11		✓	X	✓	X	✓	C						X	F			X	-	✓	X	X	D	C-		
90060	Hawkeye Place to Empire Lodge	4	5	9						X	F						X	F			X	-	X	X		D	D-		
90050	Marsac Ave Aimee Court Ironwood	4	2	6						X	F						X	F			X	-	✓	X		B	D+		
60040	Silverado on Canyons Dr to Grand Summit	2	7	9						X	F						X	F			X	-	✓	X		B	D+		
90090	Aimee Court on Marsac Ave to Main St	2	2	4						X	F						X	F			X	-	✓	X		B	D+		
90040	The Grand Lodge to Empire Lodge	1	20	21						X	F						X	F			X	-	✓	X		B	D+		
60010	Canyons Resort Dr & Frostwood Dr	0	0	0						X	F						X	F			X	-	✓	X		B	D+		



APPENDIX B. ADA FUNCTIONALITY REPORT



Bus Stop Inventory and Accessibility Study

ADA Functionality Report																																			
✔ = Compliant/Present ✖ = Non-Compliant/Not Present																																			
Stop Information						Accessible Route Functionality						Boarding and Alighting Pad Functionality						Shelter Functionality					Miscellaneous Functionality												
Stop ID	Stop Name	Boardings	Alightings	Boarding and Alighting Total		Cross Slope	Longitudinal Slope	Width	Route Hazards	Accessible Route to Stop Present	Overall Grade	Cross Slope	Longitudinal Slope	Length	Width	Slip Resistance	Boarding and Alighting Area Present at Stop	Overall Grade	Accessible Route from Shelter to Boarding and Alighting Area	Clear Space	Shelter Present at Stop	Overall Grade	Sign Distance from Road	Sign Height	Bench Height	Overall Grade	ADA Functionality Grade								
						Limit 1																													
						Limit 2	3.6	9.33	2.67	-		-	3.5	9.33	5	7	-		-	-	4		-	2.5	6			0	30						
60020	Ambush Condos on Canyons Resort Dr	MISSING	MISSING	0		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✖	✔	B			✖	-	✔	✖		B	A								
60030	Canyons Dr & Cedar Lane to Grand Summit	MISSING	MISSING	0		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✖	✔	B			✖	-				-	A								
51	Canyons Transit Hub	46720	46338	93058		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✖	✔	B	✔	✔	✔	A		✖	✔	B	A								
1000	PC Mountain	35503	34413	69916		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	B	✔	✔	✔	A	-	✔	✖	✔	A-								
1705	Park Ave Condos	25208	54070	79278		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✖	✔	B	✔	✔	✔	A	✔	✖	✔	B	A								
45090	Snow Park Lodge & Deer Valley-No Shelter	15507	17095	32602		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✖	✔	B			✖	-				-	A								
234010	Snow Park Lodge & Deer Valley-Shelter	15507	17095	32602		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A	✔	✔	✔	A	✔	✔	✔	A	A+								
70115	Ecker Hill Park & Ride	11457	11060	22517		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A	✔	✔	✔	A	✔	✔	✔	A	A+								
60050	Grand Summit Hotel at Canyons ^Shelter	11275	13001	24276		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	B	✔	✔	✔	A	✔	✖	✔	B	A-								
778	778 Park Ave at Town Lift	9891	623	10514		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✖	-	✔	✖	✔	B	A								
1450	Edelweiss Haus on Empire Ave	9044	755	9799						✖	F	✖	✔	✔	✔	✖	✖	D			✖	-	✔	✖	✔	B	C-								
15060	The Learning Center on Kearns ^Shelter	8535	3788	12323		✔	✔			✔	A	✖	✔	✔	✔	✖	✔	C	✔	✔	✔	A	✔	✖	✔	B	A-								
15080	Parkside Apts on Kearns Blvd ^Shelter	8198	1419	9617		✔	✖	✔	✔	✔	B	✖	✔	✔	✔	✖	✖	D	✔	✔	✔	A	✔	✖	✔	B	B								
20080	PCMARC on Little Kate & Monitor ^Shelter	5472	4405	9877		✖	✔	✔	✔	✔	B	✔	✔	✔	✔	✔	✔	A	✔	✔	✔	A	✔	✖	✔	B	A								
1245	Library West	5426	4363	9789		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✖	B	✔	✔	✔	A	✔	✔	✔	A	A								
70108	Outlets Inbound	5419	452	5871		✔	✔	✔	✔	✔	A						✖	F			✖	-				-	B								
15050	The Prospector Bldg 7 on Sidewinder Dr	5271	353	5624		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✖	-	✔	✖	✔	B	A								
78050	Newpark Hotel on Highland Dr ^Shelter	4950	3283	8233		✖	✔	✔	✔	✔	C	✖	✔	✔	✔	✖	✔	C	✔	✔	✔	A	✖	✔	✔	B	B								
78040	Redstone on Newpark Blvd ^Shelter	4949	6661	11610		✖	✔	✔	✔	✔	B	✔	✔	✔	✔	✔	✖	B	✔	✔	✔	A	✔	✖	✔	B	A-								
15030	The Prospector on Gold Dust Lane^Shelter	4590	2131	6721		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A	✔	✔	✔	A			✔	A	A+								
70250	Elk Meadows on Kilby Rd ^Shelter	4492	258	4750		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✖	C	✔	✔	✔	A			✔	A	A-								
15070	Park City High School on Kearns ^Shelter	3794	786	4580				✔	✔	✔	C			✔	✔	✖	✔	D	✖	✔	✔	D	✖			B	C-								
90070	Empire Lodge & Montage to Main ^Shelter	3762	12073	15835		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✖	B	✔	✔	✔	A	✔	✖	✔	B	A								
1493	1493 Park Ave at Sunflower Condos	3451	326	3777		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	B			✖	-	✔	✖	✔	B	A								
78080	Ute Blvd at Wendys ^Shelter	3427	1322	4749		✔	✖	✔	✔	✔	B	✖	✔	✔	✔	✔	✔	B	✔	✔	✔	A	✖	✖	✔	D	B								
15020	Prospector Condos on Prospector Ave	3422	2119	5541		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	B			✖	-	✖	✖		D	B+								
50060	Comstock & Little Bessie	3421	577	3998		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✖	-	✔	✖	✔	B	A								
1250	Library East	3377	1968	5345		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✖	C	✔	✔	✔	A	✔	✖	✔	B	A-								
1505	1505 Park Ave at Silvertown to Main St	3242	1210	4452		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✔	✖	D			✖	-	✔	✖	✔	B	B								
511	511 Main St to Top of Main St	3158	1421	4579		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✖	-				-	A+								
1375	1375 Park Ave & 14th St	3068	1061	4129		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✖	✔	C			✖	-	✔	✖		B	B+								
15010	Carriage House on Poison Creek Lane	2625	2572	5197		✖	✔	✔	✔	✔	B	✔	✔	✔	✔	✔	✖	B			✖	-	✔	✖		B	A-								
70090	Outlets Park City	2453	2405	4858		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✖	-	✔	✔	✔	A	A+								
80230	Canyon Crk & 1015 Bitner to KJ ^Shelter	2323	194	2517		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A	✔	✔	✔	A	✔	✖	✔	B	A								
70220	Kilby Rd & Pinebrook Rd	2321	1560	3881		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✖	-	✔	✖	✔	B	A								
950	950 Park Ave & 10th St - Park Station	2229	198	2427		✖	✔	✔	✔	✔	B	✖	✔	✔	✔	✖	✔	C			✖	-	✔	✖		B	B+								
1615	All Seasons on Empire Ave	2123	3266	5389		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✖	B	✔	✔	✔	A	✔	✖	✔	B	A								
545	545 Main St to Top of Main St	2079	809	2888		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✖	-				-	A+								
40100	Silver Lake Village ^Shelter	1966	4235	6201		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✖	✖	C	✔	✔	✔	A	✔	✖	✔	B	A-								
80150	Trailside Elementary on Trailside Dr	1885	371	2256		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✖	✖	C			✖	-	✔	✖		B	-								
333	333 Main St to Top of Main St	1765	1747	3512		✔	✔	✔	✔	✔	A	✔	✔	✔	✔	✔	✔	A			✖	-			✔	A	38								



Bus Stop Inventory and Accessibility Study

ADA Functionality Report																														
10060	Liquor Store & PC Market ^Shelter	1746	2207	3953		X	✓	✓	✓	✓	✓	B	✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	A	✓	X	✓	B	A	
1378	1378 Park Ave at City Park	1740	1752	3492		X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	X	✓	✓	C			X	-	✓	X		B	B+	
1485	1485 Empire Ave at Silver King Condos	1607	8167	9774		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	✓	B			X	-	✓	X		B	A	
291	291 Main St to Top of Main St	1600	4929	6529		✓	✓	✓	✓	✓	✓	A	X	✓	✓	✓	✓	✓	✓	B			X	-			✓	A	A	
5449	5449 Hwy 224 & Bobsled Blvd ^Shelter	1589	794	2383		X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	X	✓	✓	C	✓	✓	✓	✓	A	✓	X	✓	B	B+
30060	Silver Star & Payday ^Shelter	1521	823	2344		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	A	✓	X	✓	B	A
70070	Taco Bell on Landmark Dr ^Shelter	1480	370	1850		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	A	✓	X	✓	B	A
751	751 Main St to Top of Main St	1466	484	1950		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	✓	B			X	-	✓	✓		A	A	
461	461 Main St to Top of Main St	1447	1424	2871		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-				-	A+	
10030	Wyatt Earp Way & Chatham Crossing	1443	1441	2884						X	F							X	F			X	-	✓	X		B	D+		
710	710 Main St to Transit Center	1395	1690	3085		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-				-	A+	
70105	Powderwood Condos Inbound	1347	84	1431		✓	✓	✓	✓	✓	✓	A						X	F			X	-				-	B		
10130	Park Plaza	1324	2944	4268		✓	✓	✓	✓	✓	✓	A						X	F			X	-				-	B		
10110	Building 7 North	1322	5185	6507						X	F							X	F			X	-	X	X		D	D-		
70109	Liberty Peak Inbound	1316	133	1449		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-				-	A+	
777	777 Park Ave at Town Lift to Main St	1237	15205	16442		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-	✓	X	✓	B	A	
4220	4220 Hwy 224 & Sun Peak Dr ^Shelter	1234	717	1951		X	✓	✓	✓	X	✓	C	X	✓	✓	✓	X	✓	✓	C	✓	✓	X	✓	D	✓	X	✓	B	C
10020	Sidewinder Dr & Buffalo Bill	1221	1233	2454						X	F							X	F			X	-	X			B	D+		
30090	Snow Flower on Ill Kings Dr	1179	333	1512						X	F							X	F			X	-	✓	X		B	D+		
100	Main St Trolley Turnaround	1176	4212	5388						X	F							X	F			X	-	X	✓		B	D+		
6357	6357 Hwy 224 & Olympic Parkway ^Shelter	1143	320	1463		✓	✓	✓	✓	X	✓	B	✓	✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	A	✓	X	✓	B	A
70190	Fresh Market on Pinebrook Blvd ^Shelter	1137	1533	2670		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	X	✓	C	✓	✓	✓	✓	A	✓	X	✓	B	A-
613	613 Main St to Top of Main St	1130	365	1495		X	✓	✓	✓	✓	✓	B	X	✓	✓	✓	X	✓	✓	C			X	-	X	✓		B	B+	
126010	Kearns Blvd & Homestake Rd	1076	846	1922		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	X	✓	✓	✓	B			X	-	✓	X		B	A	
2001	2001 Park Ave at Hotel Park City	1032	1203	2235		✓	✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B-		
70200	Jeremy Ranch Park and Ride ^Shelter	1013	1079	2092				✓	✓	✓	✓	C			✓	✓	✓	✓	✓	C	✓	✓	✓	✓	A	✓		A	B+	
1520	1520 Park Ave at 7-11	991	4432	5423		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	X	✓	✓	✓	B			X	-	✓	X		B	A	
20150	Peaks Hotel on Holiday Ranch Loop Rd	949	921	1870		✓	✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B-		
2225	2225 Park Ave & Prospector Dr	935	744	1679		X	✓	✓	✓	✓	✓	B						X	F			X	-	✓	X		B	C+		
900	9th & Main St	920	243	1163		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-	✓	X	✓	B	A	
4280	4280 Hwy 224 & Old Ranch Rd	866	778	1644		✓	✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B-		
419	419 Main St to Top of Main St	853	1049	1902		✓	X	✓	✓	✓	✓	B	✓	X	✓	✓	✓	✓	✓	B			X	-				-	A	
78070	Silver Mountain Spa on Ute Blvd ^Shelter	844	677	1521		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	✓	B	✓	✓	✓	✓	A	✓	X	✓	B	A
50030	Deer Valley Plaza on Deer Valley Dr	844	322	1166		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	X	✓	X	X	F			X	-	✓	X		B	B-	
2346	2346 Park Ave at Peaks Hotel^Shelter	831	823	1654		X	✓	✓	✓	X	✓	C	X	✓	✓	✓	X	X	✓	D	✓	✓	✓	✓	A	✓	X	✓	B	B-
614	614 Main St to Transit Center	831	726	1557		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-				-	A+	
328	328 Main at Egyptian Theatre to OTTC	777	877	1654		X	X	✓	✓	✓	✓	C	X	X	✓	✓	✓	✓	✓	C			X	-				-	B+	
60060	Silverado on Canyons Dr to Park City	774	76	850		✓	✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B-		
660	660 Main St to Transit Center	771	682	1453		X	X	✓	✓	✓	✓	C	X	X	✓	✓	✓	✓	✓	C			X	-				-	B+	
78060	Summit County Field House on Ute Blvd	769	264	1033		✓	✓	✓	✓	X	✓	B	✓	✓	✓	✓	X	✓	✓	B	✓	X	✓	D	X	X	✓	D	C	
402	402 Main St to Transit Center	749	671	1420		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-			✓	A	A+	
70020	Silver Springs & Meadow Loop to KJ	749	379	1128		X	✓	✓	✓	✓	✓	B						X	F			X	-	X	X		D	C-		
151	151 Main St to Top of Main St	743	2645	3388		✓	X	✓	✓	✓	✓	B	✓	X	✓	✓	✓	✓	✓	B			X	-			✓	A	A	
2100	2100 Park Ave Post Office	742	447	1189		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	✓	B			X	-	✓	X		B	A	
70270	Powderwood Condos on Kilby Rd ^Shelter	731	126	857		X	✓	✓	✓	✓	✓	B						X	F	X	✓	✓	✓	D	✓	X	✓	B	C-	
234020	Courchevel on Deer Valley Dr East	726	358	1084						X	F							X	F			X	-	X	X		D	D-		
450	450 Main St at Post Office to OTTC	714	582	1296		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-			✓	A	A+	
70230	Kilby Rd & Mustang Loop	713	253	966		X	✓	✓	✓	✓	✓	B	✓	✓	✓	✓	✓	✓	✓	A			X	-	✓	X		B	A	
4377	4377 Hwy 224 Hyatt Place Hotel	706	259	965		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	A			✓	A	A+
890	890 Main St to Transit Center	695	1035	1730		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	A			X	-			✓	A	A+	
560	560 Main St & Walkway to OTTC	677	480	1157		✓	X	✓	✓	✓	✓	B	✓	X	✓	✓	✓	✓	✓	B			X	-			✓	A	A	
40090	Stein Eriksen Lodge on Royal St West	676	1681	2357		✓	✓	✓	✓	✓	✓	A						X	F			X	-	✓	X		B	B		
1108	1108 Park Ave & 11th St	666	260	926		✓	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	X	✓	✓	B			X	-	✓	X		B	B	



Bus Stop Inventory and Accessibility Study

ADA Functionality Report																										
30080	Building 4 (Cabanas) on Ill Kings Dr	661	266	927						X	F															
20050	Ball Field on Lucky John Dr	641	704	1345						X	B															
528	528 Main St & Museum to Transit Center	618	460	1078							A															
4540	4540 Hwy 224 & Canyons Dr to KJ	596	437	1033							A															
20020	Holiday Village Apts on Monitor Dr	589	1776	2365							A															
50100	PC HS Kearns-O	563	2948	3511							F															
70180	Pinebrook Blvd at Pointe Rd	547	897	1444							B															
20110	Holiday Ranch Loop Rd & Quaking Aspen Ct	544	581	1125							F															
45080	Courchevel to Deer Valley Resort	534	1155	1689							A															
1001	1001 Park Ave & 10th St Inbound	520	813	1333							A															
1900	1900 Park Ave at Squatters	512	299	811							A															
685	685 Deer Valley Dr at Greyhawk	512	75	587							A															
70075	Whole Foods	505	268	773							A															
50110	Treasure Mnt Kearns	497	6778	7275							A															
4445	4445 Hwy 224 & Park City Nursery^Shelter	487	372	859							A															
70350	Silver Springs Dr & Silver Springs Rd	478	692	1170							F															
90030	Silver Strike Lodge to Empire Lodge	478	272	750							F															
1117	1117 Park Ave & 11th St Inbound	475	664	1139							A															
3585	3585 Hwy 224 & White Pine Canyon Rd	454	336	790							F															
70290	Walmart on Landmark Dr ^Shelter	452	1336	1788							A															
30070	Ill Kings Dr & Crescent Rd ^Shelter	448	197	645							F															
1115	1115 Deer Valley Dr & Mellow Mountain Rd	448	137	585							A															
4525	4525 Hwy 224 & Canyons Dr to Park City	446	103	549							F															
126030	Park City Clinic on Kearns & Bonanza	444	2549	2993							B															
80110	Highland Dr & Sagebrook Dr	442	530	972							F															
20140	Holiday Ranch Loop Rd & Creek Dr	435	408	843							X															
10040	Park City Cemetery on Kearns Blvd	427	443	870							B															
70340	Silver Springs Dr & Little Lake Dr to PC	409	208	617							F															
5472	5472 Hwy 224 & Cutter Lane	404	1284	1688							A															
20070	Little Kate & Racquet Club Condos 77-172	398	689	1087							B															
70150	Pinebrook Blvd & Cottage Court	391	492	883							A															
80130	Silver Summit Parkway & Kingsford Dr	390	311	701							F															
20090	Little Kate & Racquet Club Condos 1-76	386	378	764							A															
70010	Parleys Park Sch & Silver Springs to KJ	385	210	595							A															
250	250 Main St to Transit Center	380	729	1109							A															
20060	Little Kate Rd & Evening Star Dr	363	406	769							A															
45070	The Lodges to Deer Valley Resort	335	535	870							A															
20100	Little Kate & Lucky John Dr	323	359	682							B															
70170	Pinebrook Blvd & Summerhill Dr	322	574	896							A															
80090	Highland Dr & Silver Sage Dr	318	341	659							F															
70120	Elk Meadows on Pinebrook Blvd	316	4107	4423							A															
80240	Bitner Rd & Old Stone House Rd	312	168	480							B															
20010	Wells Fargo Bank on Monitor Dr	308	974	1282							A															
126020	Kimball Art Center	301	885	1186							A															
70360	Blue Roof on Silver Springs Dr	301	466	767							F															
80220	Canyon Creek Condos on 715 Bitner to KJ	298	21	319							B															
80080	Highland Dr & Mountain View Dr	288	501	789							F															
20130	Holiday Ranch Loop Rd & Little Kate Rd	287	250	537							F															
90110	Silver Strike Lodge on Marsac to Main St	286	148	434							F															
4580	4580 Hwy 224 & Silver Springs ^Shelter	280	711	991							A															
70280	Hampton Inn on Landmark Dr	279	416	695							B															
10010	Sidewinder Dr & Annie Oakley	278	496	774							F															



Bus Stop Inventory and Accessibility Study

ADA Functionality Report																										
20040	High School Football Field & Lucky John	265	398	663	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
30050	Spiro Water Works on Ill Kings Dr	263	248	511	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
70050	5148 N Silver Springs Rd to Kimball Jct	257	215	472						F																
80060	Highland Dr & Starview Dr	243	157	400						F																
651	651 Main St & Heber to Top of Main St	232	55	287	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
80120	Silver Summit Parkway & Sagebrook Dr	231	205	436	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
80140	Trailside Dr & Silver Summit Parkway	230	377	607	✓	✓	✓	✓	✓	B																
363	363 Deer Valley Dr & Deer Valley Loop	228	188	416	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
10080	Snowcreek Dr & Park Ave & Police Station	222	732	954	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
80050	Highland Dr & Parkridge Dr	221	252	473						F																
555	555 Deer Valley Dr at The Line ^Shelter	221	125	346	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
30010	Hotel Park City on Thaynes Canyon Dr	218	284	502						F																
45060	Queen Esther & Deer Valley Dr	208	544	752	✓	✓	✓	✓	✓	B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
70030	Silver Springs Dr & Little Lake Dr to KJ	203	216	419						F																
45050	Solamere & Deer Valley Dr at Daystar	201	575	776	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
80070	Highland Dr & Snowview Dr	198	231	429						F																
30040	Ill Kings Dr & Snows Lane	198	185	383						F																
60080	Canyons Dr & Chalet Dr to Park City	194	68	262	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
70102	Outlets-O	189	2331	2520						F																
2168	2168 Park Ave & Saddle View Dr	189	536	725	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
234050	Daystar on Deer Valley Dr & Solamere	188	156	344						F																
70210	Fresh Market on Kilby Rd	186	132	318						C																
604	604 Deer Valley Dr & Rossi Hill Dr	185	672	857	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
40080	Little Bell on Royal St West	184	337	521	✓	✓	✓	✓	✓	B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
80020	Canyon Creek & Bitner to Silver Summit	183	2325	2508						F																
50020	Lake Side 1501-1650 on Deer Valley Dr	182	138	320						F																
80100	Highland Dr & Kingsford Dr	175	206	381						F																
605	605 Deer Valley Dr at Sunspot	173	144	317	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
80210	Old Ranch Rd & Highland Dr	172	4	176						F																
70320	5129 Silver Springs Dr to Park City	169	298	467						F																
2995	2995 Hwy 224 & McPolin Farm Inbound	162	174	336						F																
234040	Deer Valley Dr & Queen Esther Dr	162	31	193	✓	✓	✓	✓	✓	A																
45040	Bristlecone on Deer Valley Dr	161	188	349	✓	✓	✓	✓	✓	B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
70100	Kilby Road at Powderwood Dr.	160	606	766						F																
45030	Fawngrove 1550-1681 to Deer Valley	159	285	444	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
10050	Zions Bank & Kearns Blvd & Snowcreek Dr	158	733	891	✓	✓	✓	✓	✓	B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
45010	Pinnacle on Deer Valley Dr to Snowpark	155	1026	1181	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
80160	Trailside Dr & Trailside Loop	151	128	279						A																
90010	Ontario Ridge Parking Lot	150	1904	2054						F																
20120	Holiday Ranch Loop Rd & Red Maple Ct	147	137	284						F																
70240	Kilby Rd & Engen Loop	139	37	176	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
70140	Pinebrook Blvd & Cottage Loop	134	234	368	✓	✓	✓	✓	✓	A																
70130	Brook Hollow Village on Pinebrook Blvd	133	212	345	✓	✓	✓	✓	✓	B	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
70310	1664 Silver Springs Dr to Park City	133	127	260						F																
412	412 Main St to Transit Center	131	106	237	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
45020	Fawngrove 1400-1536 to Deer Valley	128	186	314	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
70103	Crestview Condos Outbound	126	2493	2619						F																
20030	LDS Church on Lucky John Dr	124	242	366	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5	Park City Medical Center on Round Valley	113	110	223	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
80190	Trailside Dr & Mountain Ranch Dr (5740)	113	104	217						F																
2585	2585 Park Ave & Meadows Dr to Park City	112	45	157						F																
1130	1130 Deer Valley Dr & Stonebridge Court	108	669	777	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
690	690 Deer Valley Dr at Foxglove	102	537	639	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



Bus Stop Inventory and Accessibility Study

ADA Functionality Report																															
30030	III Kings Dr & Thayne Canyon Dr	99	42	141							X	F							X	F					X	-	X	X		D	D-
90080	Hawkeye Place on Marsac Ave to Main St	99	12	111							X	F							X	F					X	-	X	X		B	D+
80010	Bitner Rd at Glenwild Dr	89	405	494							X	F							X	F					X	-	X	X		B	D+
234030	The Lodges on Deer Valley Dr to Main St	88	79	167															X	F					X	-	X	X		B	B-
326	326 Deer Valley Dr at Caribou	86	176	262															X	F					X	-	X	X		B	A
50040	Bonanza Dr & Iron Horse Dr at Rail Trail	83	56	139															X	F					X	-	X	X		B	A
40140	Royal St at Belleairbor to Main St	83	45	128							X	F							X	F					X	-	X	X		B	D+
50010	Lake Side 1645-1795 on Deer Valley Dr	76	129	205							X	F							X	F					X	-	X	X		B	D+
70107	Crestview Condos Inbound	75	10	85							X	B							X	F					X	-	X	X		B	C-
70160	Pinebrook Blvd & Pinebrook Rd	71	491	562							X	A						X	C					X	-	X	X		B	A-	
234080	Fawngrove Units 1400 - 1536 to Main St	71	30	101							X	F							X	F					X	-	X	X		B	D+
60070	Canyons Dr & Redpine Rd to Park City	68	46	114							X	B						X	B					X	-	X	X		B	A-	
2590	2590 Park Ave & Meadows Dr (Outbound)	67	151	218							X	A							X	F					X	-	X	X		B	B-
70060	1694 N Silver Springs Rd to Kimball Jct	67	82	149							X	F							X	F					X	-	X	X		B	D+
70101	Liberty Peak Outbound	65	1207	1272							X	A						X	B					X	-				-	A	A-
234090	Pinnacle on Deer Valley Dr to Main St	63	35	98							X	F							X	F					X	-	X	X		B	D+
3000	3000 Hwy 224 Outbound	62	64	126							X	F							X	F					X	-	X	X		B	D+
70104	Powderwood Condos Outbound	61	903	964							X	F							X	F					X	-			-	C-	
234070	Fawngrove Units 1550 - 1686 to Main St	60	39	99							X	F							X	F					X	-	X	X		B	D+
7	Peoples Clinic & Summit County Health	59	31	90							X	A						X	A					X	A			X	A	A+	
80040	Highland Dr & View Dr	58	108	166							X	F							X	F					X	-	X	X		B	D+
40110	Bald Eagle Club on Royal St East	56	76	132							X	A						X	C					X	-	X	X		B	A-	
234060	Bristlecone on Deer Valley Dr to Main St	56	17	73							X	F							X	F					X	-	X	X		B	D+
40180	Centennial Dr & Royal St to Main St	55	71	126							X	F							X	F					X	-	X	X		B	D+
30020	Thayne Canyon Dr & Webster Court	51	24	75							X	F							X	F					X	-	X	X		B	D+
90120	Empire Club on Marsac Ave to Main St	50	33	83							X	F							X	F					X	-	X	X		B	D+
80180	Trailside Dr & Mountain Ranch Dr (6080)	48	45	93							X	A							X	F					X	-	X	X		B	B-
40120	Cache on Royal St East	47	50	97							X	F							X	F					X	-	X	X		B	D+
80200	Old Ranch Rd & Trailside Dr	47	19	66							X	F							X	F					X	-	X	X		B	D+
60090	Canyons Parking	45	106	151							X	B						X	B					X	-	X	X		D	B	
80170	Trailside Dr & Snowview Dr	44	46	90							X	A							X	F					X	-	X	X		B	B-
80030	Highland Dr & Old Ranch Rd	43	99	142							X	F							X	F					X	-	X	X		B	D+
70330	4937 Silver Springs Dr to Park City	40	71	111							X	F							X	F					X	-	X	X		B	D+
297	297 Deer Valley Dr at Winterwood	39	165	204							X	F						X	B					X	-	X	X		B	C+	
40130	Stag Lodge on Royal St East	38	41	79							X	F							X	F					X	-	X	X		B	D+
40150	Look Out Condos on Royal St to Main St	38	13	51							X	F							X	F					X	-	X	X		B	D+
70040	4936 N Silver Springs Dr to Kimball Jct	32	47	79							X	F							X	F					X	-	X	X		B	D+
67020	7-11 on Canyons Resort Dr	30	28	58							X	F							X	F					X	-	X	X		B	D+
90100	The Grand Lodge on Marsac Ave to Main St	27	0	27							X	F							X	F					X	-	X	X		B	D+
56010	Bonanza Dr & Munchkin Rd	26	6	32							X	A						X	B					X	-	X	X		B	A	
40020	Royal St at Golden Eagle to Silver Lake	15	21	36							X	F							X	F					X	-	X	X		B	D+
90020	Empire Club to Empire Lodge	12	187	199							X	F							X	F					X	-	X	X		B	D+
40050	Ontario Lodge on Royal St to Silver Lake	10	25	35							X	F							X	F					X	-	X	X		B	D+
40200	La Maconnerie on Royal St to Main St	7	19	26							X	F							X	F					X	-	X	X		B	D+
6	Park City IHC Clinic on Round Valley	7	11	18							X	A						X	B					X	-	X	X		A	A	
56020	Bonanza Dr & Ironhorse Dr	7	4	11							X	C							X	F					X	-	X	X		B	C
90060	Hawkeye Place to Empire Lodge	4	5	9							X	F							X	F					X	-	X	X		D	D-
90050	Marsac Ave Aimee Court Ironwood	4	2	6							X	F							X	F					X	-	X	X		B	D+
60040	Silverado on Canyons Dr to Grand Summit	2	7	9							X	F							X	F					X	-	X	X		B	D+
90090	Aimee Court on Marsac Ave to Main St	2	2	4							X	F							X	F					X	-	X	X		B	D+
90040	The Grand Lodge to Empire Lodge	1	20	21							X	F							X	F					X	-	X	X		B	D+
60010	Canyons Resort Dr & Frostwood Dr	0	0	0							X	F							X	F					X	-	X	X		B	D+



APPENDIX C. AMENITY REPORT



Bus Stop Inventory and Accessibility Study

Amenity Report																
✓ = Present ✗ = Possible Improvement																
Stop ID	Stop Name	Boardings	Alightings	Boarding and Alighting Total	Bus Schedule Sign	Stop ID Sign	Perpendicular Sign Face	Permanent Sign Pole	Trash Receptacle	Shade	Shelter	Seating	Bike Rack	Next Bus Electronic Sign	Solar Power or External Power	Amenity Grade
60020	Ambush Condos on Canyons Resort Dr	MISSING	MISSING	0	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
60030	Canyons Dr & Cedar Lane to Grand Summit	MISSING	MISSING	0	✓	✗	N/A	✗	✗	✓	✗	✗	✗	✗	✗	E+
51	Canyons Transit Hub	46720	46338	93058	✓	✓	✗	✓	✓	✓	✓	✓	✗	✗	✓	A
1000	PC Mountain	35503	34413	69916	✓	✓	✓	✓	✓	✓	✗	✓	✗	✓	✗	B+
1705	Park Ave Condos	25208	54070	79278	✓	✓	✗	✓	✓	✓	✓	✓	✓	✓	✓	A
45090	Snow Park Lodge & Deer Valley-No Shelter	15507	17095	32602	✗	✗	N/A	✗	✓	✗	✗	✗	✗	✗	✗	F+
234010	Snow Park Lodge & Deer Valley-Shelter	15507	17095	32602	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
70115	Ecker Hill Park & Ride	11457	11060	22517	✓	✗	N/A	✗	✓	✓	✓	✓	✓	✓	✓	B
60050	Grand Summit Hotel at Canyons ^Shelter	11275	13001	24276	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
778	778 Park Ave at Town Lift	9891	623	10514	✓	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	B+
1450	Edelweiss Haus on Empire Ave	9044	755	9799	✓	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	C+
15060	The Learning Center on Kearns ^Shelter	8535	3788	12323	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
15080	Parkside Apts on Kearns Blvd ^Shelter	8198	1419	9617	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
20080	PCMARC on Little Kate & Monitor ^Shelter	5472	4405	9877	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A+
1245	Library West	5426	4363	9789	✗	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-
70108	Outlets Inbound	5419	452	5871	✓	✗	N/A	✗	✗	✗	✗	✗	✗	✗	✗	F+
15050	The Prospector Bldg 7 on Sidewinder Dr	5271	353	5624	✓	✓	✓	✓	✓	✗	✗	✓	✗	✗	✓	C+
78050	Newpark Hotel on Highland Dr ^Shelter	4950	3283	8233	✓	✓	✓	✓	✓	✓	✓	✓	✗	✓	✓	A
78040	Redstone on Newpark Blvd ^Shelter	4949	6661	11610	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✗	A
15030	The Prospector on Gold Dust Lane^Shelter	4590	2131	6721	✓	✗	N/A	✗	✓	✓	✓	✓	✗	✗	✗	C+
70250	Elk Meadows on Kilby Rd ^Shelter	4492	258	4750	✓	✓	N/A	✗	✓	✓	✓	✓	✗	✗	✓	B+
15070	Park City High School on Kearns ^Shelter	3794	786	4580	✓	✓	✓	✓	✓	✓	✓	✓	✗	✓	✓	A
90070	Empire Lodge & Montage to Main ^Shelter	3762	12073	15835	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
1493	1493 Park Ave at Sunflower Condos	3451	326	3777	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	C-
78080	Ute Blvd at Wendys ^Shelter	3427	1322	4749	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
15020	Prospector Condos on Prospector Ave	3422	2119	5541	✓	✗	✓	✓	✓	✓	✗	✗	✗	✗	✗	C-
50060	Comstock & Little Bessie	3421	577	3998	✓	✓	✓	✓	✓	✗	✗	✓	✗	✗	✗	C+
1250	Library East	3377	1968	5345	✓	✓	✓	✓	✓	✓	✓	✓	✗	✓	✓	A
1505	1505 Park Ave at Silvertown to Main St	3242	1210	4452	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✗	B+
511	511 Main St to Top of Main St	3158	1421	4579	N/A	N/A	N/A	N/A	✗	✓	N/A	✓	✓	N/A	N/A	B
1375	1375 Park Ave & 14th St	3068	1061	4129	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	C-
15010	Carriage House on Poison Creek Lane	2625	2572	5197	✓	✓	✓	✓	✓	✓	✗	✗	✓	✗	✗	B-
70090	Outlets Park City	2453	2405	4858	✗	✓	✓	✓	✓	✓	✓	✓	✗	✗	✗	C+
80230	Canyon Crk & 1015 Bitner to KJ ^Shelter	2323	194	2517	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
70220	Kilby Rd & Pinebrook Rd	2321	1560	3881	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
950	950 Park Ave & 10th St - Park Station	2229	198	2427	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
1615	All Seasons on Empire Ave	2123	3266	5389	✓	✓	✗	✓	✓	✓	✓	✓	✗	✗	✓	A
545	545 Main St to Top of Main St	2079	809	2888	N/A	N/A	N/A	N/A	✓	✓	N/A	✗	N/A	N/A	N/A	A-
40100	Silver Lake Village ^Shelter	1966	4235	6201	N/A	✓	✗	✓	✓	✓	✓	✓	✗	✗	✗	A-
80150	Trailside Elementary on Trailside Dr	1885	371	2256	✓	✓	✗	✓	✗	✗	✗	✗	✗	✗	✗	D-
333	333 Main St to Top of Main St	1765	1747	3512	N/A	N/A	N/A	N/A	✓	✓	N/A	✓	N/A	N/A	N/A	A+
10060	Liquor Store & PC Market ^Shelter	1746	2207	3953	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
1378	1378 Park Ave at City Park	1740	1752	3492	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
1485	1485 Empire Ave at Silver King Condos	1607	8167	9774	✗	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	E+
291	291 Main St to Top of Main St	1600	4929	6529	N/A	N/A	N/A	N/A	✓	✓	N/A	✓	N/A	N/A	N/A	A+
5449	5449 Hwy 224 & Bobsled Blvd ^Shelter	1589	794	2383	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✗	A
30060	Silver Star & Payday ^Shelter	1521	823	2344	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
70070	Taco Bell on Landmark Dr ^Shelter	1480	370	1850	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
751	751 Main St to Top of Main St	1466	484	1950	N/A	N/A	✓	✓	✓	✓	N/A	✓	N/A	N/A	N/A	A-
461	461 Main St to Top of Main St	1447	1424	2871	N/A	N/A	N/A	N/A	✓	✓	N/A	✗	N/A	N/A	N/A	A-
10030	Wyatt Earp Way & Chatham Crossing	1443	1441	2884	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
710	710 Main St to Transit Center	1395	1690	3085	N/A	N/A	N/A	N/A	✗	✓	N/A	✗	N/A	N/A	N/A	B
70105	Powderwood Condos Inbound	1347	84	1431	✓	✗	N/A	✗	✗	✓	✗	✗	✗	✗	✗	E+
10130	Park Plaza	1324	2944	4268	✓	✗	N/A	✗	✗	✗	✗	✗	✗	✗	✗	F+
10110	Building 7 North	1322	5185	6507	✓	✗	✓	✓	✗	✓	✗	✗	✗	✗	✗	D
70109	Liberty Peak Inbound	1316	133	1449	✓	✗	N/A	✗	✗	✗	✗	✗	✗	✗	✗	F+
777	777 Park Ave at Town Lift to Main St	1237	15205	16442	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	B+
4220	4220 Hwy 224 & Sun Peak Dr ^Shelter	1234	717	1951	✓	✗	✓	✓	✓	✓	✓	✓	✗	✗	✓	B+
10020	Sidewinder Dr & Buffalo Bill	1221	1233	2454	✗	✗	N/A	✓	✗	✓	✗	✗	✗	✗	✗	E+
30090	Snow Flower on Ill Kings Dr	1179	333	1512	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
100	Main St Trolley Turnaround	1176	4212	5388	N/A	N/A	✗	✓	✗	✗	N/A	✓	N/A	N/A	N/A	C
6357	6357 Hwy 224 & Olympic Parkway ^Shelter	1143	320	1463	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✗	A
70190	Fresh Market on Pinebrook Blvd ^Shelter	1137	1533	2670	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✓	A
613	613 Main St to Top of Main St	1130	365	1495	N/A	N/A	✓	✓	✗	✓	N/A	✓	N/A	N/A	N/A	B
126010	Kearns Blvd & Homestake Rd	1076	846	1922	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
2001	2001 Park Ave at Hotel Park City	1032	1203	2235	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
70200	Jeremy Ranch Park and Ride ^Shelter	1013	1079	2092	✓	✓	✓	✓	✗	✓	✓	✓	✓	✗	✗	B+
1520	1520 Park Ave at 7-11	991	4432	5423	✓	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	C+



Bus Stop Inventory and Accessibility Study

Amenity Report																
20150	Peaks Hotel on Holiday Ranch Loop Rd	949	921	1870	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
2225	2225 Park Ave & Prospector Dr	935	744	1679	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
900	9th & Main St	920	243	1163	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	✓	✓	A-
4280	4280 Hwy 224 & Old Ranch Rd	866	778	1644	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
419	419 Main St to Top of Main St	853	1049	1902	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	B
78070	Silver Mountain Spa on Ute Blvd ^Shelter	844	677	1521	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A
50030	Deer Valley Plaza on Deer Valley Dr	844	322	1166	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
2346	2346 Park Ave at Peaks Hotel^Shelter	831	823	1654	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A
614	614 Main St to Transit Center	831	726	1557	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	B
328	328 Main at Egyptian Theatre to OTTC	777	877	1654	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	A-
60060	Silverado on Canyons Dr to Park City	774	76	850	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
660	660 Main St to Transit Center	771	682	1453	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	A-
78060	Summit County Field House on Ute Blvd	769	264	1033	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A
402	402 Main St to Transit Center	749	671	1420	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	A+
70020	Silver Springs & Meadow Loop to KJ	749	379	1128	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
151	151 Main St to Top of Main St	743	2645	3388	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	A+
2100	2100 Park Ave Post Office	742	447	1189	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
70270	Powderwood Condos on Kilby Rd ^Shelter	731	126	857	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A
234020	Courchevel on Deer Valley Dr East	726	358	1084	N/A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
450	450 Main St at Post Office to OTTC	714	582	1296	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	A-
70230	Kilby Rd & Mustang Loop	713	253	966	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
4377	4377 Hwy 224 Hyatt Place Hotel	706	259	965	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C+
890	890 Main St to Transit Center	695	1035	1730	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	A+
560	560 Main St & Walkway to OTTC	677	480	1157	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	A+
40090	Stein Eriksen Lodge on Royal St West	676	1681	2357	N/A	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
1108	1108 Park Ave & 11th St	666	260	926	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
30080	Building 4 (Cabanas) on Ill Kings Dr	661	266	927	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
20050	Ball Field on Lucky John Dr	641	704	1345	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	B+
528	528 Main St & Museum to Transit Center	618	460	1078	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	A-
4540	4540 Hwy 224 & Canyons Dr to KJ	596	437	1033	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	B+
20020	Holiday Village Apts on Monitor Dr	589	1776	2365	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
50100	PC HS Kearns-O	563	2948	3511	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	E+
70180	Pinebrook Blvd at Pointe Rd	547	897	1444	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
20110	Holiday Ranch Loop Rd & Quaking Aspen Ct	544	581	1125	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
45080	Courchevel to Deer Valley Resort	534	1155	1689	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
1001	1001 Park Ave & 10th St Inbound	520	813	1333	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
1900	1900 Park Ave at Squatters	512	299	811	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
685	685 Deer Valley Dr at Greyhawk	512	75	587	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
70075	Whole Foods	505	268	773	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	B-
50110	Treasure Mnt Kearns	497	6778	7275	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	E+
4445	4445 Hwy 224 & Park City Nursery^Shelter	487	372	859	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	E+
70350	Silver Springs Dr & Silver Springs Rd	478	692	1170	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
90030	Silver Strike Lodge to Empire Lodge	478	272	750	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
1117	1117 Park Ave & 11th St Inbound	475	664	1139	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
3585	3585 Hwy 224 & White Pine Canyon Rd	454	336	790	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
70290	Walmart on Landmark Dr ^Shelter	452	1336	1788	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A
30070	Ill Kings Dr & Crescent Rd ^Shelter	448	197	645	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	A
1115	1115 Deer Valley Dr & Mellow Mountain Rd	448	137	585	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
4525	4525 Hwy 224 & Canyons Dr to Park City	446	103	549	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
126030	Park City Clinic on Kearns & Bonanza	444	2549	2993	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
80110	Highland Dr & Sagebrook Dr	442	530	972	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
20140	Holiday Ranch Loop Rd & Creek Dr	435	408	843	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
10040	Park City Cemetery on Kearns Blvd	427	443	870	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
70340	Silver Springs Dr & Little Lake Dr to PC	409	208	617	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
5472	5472 Hwy 224 & Cutter Lane	404	1284	1688	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
20070	Little Kate & Racquet Club Condos 77-172	398	689	1087	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
70150	Pinebrook Blvd & Cottage Court	391	492	883	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
80130	Silver Summit Parkway & Kingsford Dr	390	311	701	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C+
20090	Little Kate & Racquet Club Condos 1-76	386	378	764	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
70010	Parleys Park Sch & Silver Springs to KJ	385	210	595	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
250	250 Main St to Transit Center	380	729	1109	N/A	N/A	N/A	N/A	✓	✓	✓	✓	✓	✓	✓	A-
20060	Little Kate Rd & Evening Star Dr	363	406	769	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
45070	The Lodges to Deer Valley Resort	335	535	870	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
20100	Little Kate & Lucky John Dr	323	359	682	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
70170	Pinebrook Blvd & Summerhill Dr	322	574	896	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
80090	Highland Dr & Silver Sage Dr	318	341	659	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
70120	Elk Meadows on Pinebrook Blvd	316	4107	4423	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
80240	Bitner Rd & Old Stone House Rd	312	168	480	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
20010	Wells Fargo Bank on Monitor Dr	308	974	1282	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
126020	Kimball Art Center	301	885	1186	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C-
70360	Blue Roof on Silver Springs Dr	301	466	767	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	C+
80220	Canyon Creek Condos on 715 Bitner to KJ	298	21	319	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
80080	Highland Dr & Mountain View Dr	288	501	789	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D
20130	Holiday Ranch Loop Rd & Little Kate Rd	287	250	537	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	B+
90110	Silver Strike Lodge on Marsac to Main St	286	148	434	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	D



Bus Stop Inventory and Accessibility Study

Amenity Report																	
4580	4580 Hwy 224 & Silver Springs ^Shelter	280	711	991	✓	✗	✓	✓	✓	✓	✓	✓	✗	✗	✗	✓	B+
70280	Hampton Inn on Landmark Dr	279	416	695	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
10010	Sidewinder Dr & Annie Oakley	278	496	774	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
20040	High School Football Field & Lucky John	265	398	663	✓	✓	✓	✓	✓	✗	✓	✗	✓	✗	✗	✗	C+
30050	Spiro Water Works on Ill Kings Dr	263	248	511	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
70050	5148 N Silver Springs Rd to Kimball Jct	257	215	472	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
80060	Highland Dr & Starview Dr	243	157	400	✓	✓	✓	✓	✓	✗	✗	✗	✓	✗	✗	✗	C-
651	651 Main St & Heber to Top of Main St	232	55	287	N/A	N/A	N/A	N/A	✓	✓	N/A	✓	N/A	N/A	N/A	N/A	A+
80120	Silver Summit Parkway & Sagebrook Dr	231	205	436	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
80140	Trailside Dr & Silver Summit Parkway	230	377	607	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
363	363 Deer Valley Dr & Deer Valley Loop	228	188	416	✓	✗	N/A	✗	✗	✗	✗	✗	✗	✗	✗	✗	F+
10080	Snowcreek Dr & Park Ave & Police Station	222	732	954	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
80050	Highland Dr & Parkridge Dr	221	252	473	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
555	555 Deer Valley Dr at The Line ^Shelter	221	125	346	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗	✗	✗	A
30010	Hotel Park City on Thaynes Canyon Dr	218	284	502	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
45060	Queen Esther & Deer Valley Dr	208	544	752	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
70030	Silver Springs Dr & Little Lake Dr to KJ	203	216	419	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
45050	Solamere & Deer Valley Dr at Daystar	201	575	776	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
80070	Highland Dr & Snowview Dr	198	231	429	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
30040	Ill Kings Dr & Snows Lane	198	185	383	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
60080	Canyons Dr & Chalet Dr to Park City	194	68	262	✓	✓	N/A	✗	✗	✓	✓	✗	✗	✗	✗	✗	D
70102	Outlets-O	189	2331	2520	✓	✗	N/A	✗	✗	✗	✗	✗	✗	✗	✗	✗	F+
2168	2168 Park Ave & Saddle View Dr	189	536	725	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
234050	Daystar on Deer Valley Dr & Solamere	188	156	344	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
70210	Fresh Market on Kilby Rd	186	132	318	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
604	604 Deer Valley Dr & Rossi Hill Dr	185	672	857	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
40080	Little Bell on Royal St West	184	337	521	N/A	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
80020	Canyon Creek & Bitner to Silver Summit	183	2325	2508	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
50020	Lake Side 1501-1650 on Deer Valley Dr	182	138	320	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
80100	Highland Dr & Kingsford Dr	175	206	381	✓	✓	✓	✓	✓	✗	✓	✗	✓	✗	✗	✗	C+
605	605 Deer Valley Dr at Sunspot	173	144	317	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
80210	Old Ranch Rd & Highland Dr	172	4	176	✓	✓	✓	✓	✓	✗	✗	✗	✓	✗	✗	✗	C-
70320	5129 Silver Springs Dr to Park City	169	298	467	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
2995	2995 Hwy 224 & McPolin Farm Inbound	162	174	336	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
234040	Deer Valley Dr & Queen Esther Dr	162	31	193	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
45040	Bristlecone on Deer Valley Dr	161	188	349	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
70100	Kilby Road at Powderwood Dr.	160	606	766	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
45030	Fawngrove 1550-1681 to Deer Valley	159	285	444	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
10050	Zions Bank & Kearns Blvd & Snowcreek Dr	158	733	891	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
45010	Pinnacle on Deer Valley Dr to Snowpark	155	1026	1181	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
80160	Trailside Dr & Trailside Loop	151	128	279	✓	✓	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	B+
90010	Ontario Ridge Parking Lot	150	1904	2054	✗	✗	N/A	✗	✗	✗	✗	✗	✗	✗	✗	✗	F-
20120	Holiday Ranch Loop Rd & Red Maple Ct	147	137	284	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
70240	Kilby Rd & Engen Loop	139	37	176	✓	✓	N/A	✗	✗	✓	✓	✗	✗	✗	✗	✗	D
70140	Pinebrook Blvd & Cottage Loop	134	234	368	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
70130	Brook Hollow Village on Pinebrook Blvd	133	212	345	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	D
70310	1664 Silver Springs Dr to Park City	133	127	260	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
412	412 Main St to Transit Center	131	106	237	N/A	N/A	N/A	N/A	✓	✓	N/A	✓	N/A	N/A	N/A	N/A	A+
45020	Fawngrove 1400-1536 to Deer Valley	128	186	314	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
70103	Crestview Condos Outbound	126	2493	2619	✓	✗	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	E+
20030	LDS Church on Lucky John Dr	124	242	366	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
5	Park City Medical Center on Round Valley	113	110	223	✓	✓	✓	✓	✓	✗	✓	✗	✓	✗	✗	✗	C+
80190	Trailside Dr & Mountain Ranch Dr (5740)	113	104	217	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
2585	2585 Park Ave & Meadows Dr to Park City	112	45	157	✓	✓	✗	✓	✓	✗	✗	✗	✗	✗	✗	✗	D-
1130	1130 Deer Valley Dr & Stonebridge Court	108	669	777	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
690	690 Deer Valley Dr at Foxglove	102	537	639	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
30030	Ill Kings Dr & Thaynes Canyon Dr	99	42	141	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
90080	Hawkeye Place on Marsac Ave to Main St	99	12	111	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
80010	Bitner Rd at Glenwild Dr	89	405	494	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
234030	The Lodges on Deer Valley Dr to Main St	88	79	167	N/A	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
326	326 Deer Valley Dr at Caribou	86	176	262	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
50040	Bonanza Dr & Iron Horse Dr at Rail Trail	83	56	139	N/A	✓	✗	✓	✓	✓	N/A	N/A	✓	N/A	N/A	N/A	A
40140	Royal St at Belle Harbor to Main St	83	45	128	N/A	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
50010	Lake Side 1645-1795 on Deer Valley Dr	76	129	205	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
70107	Crestview Condos Inbound	75	10	85	✓	✗	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	D
70160	Pinebrook Blvd & Pinebrook Rd	71	491	562	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
234080	Fawngrove Units 1400 - 1536 to Main St	71	30	101	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
60070	Canyons Dr & Redpine Rd to Park City	68	46	114	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
2590	2590 Park Ave & Meadows Dr (Outbound)	67	151	218	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
70060	1694 N Silver Springs Rd to Kimball Jct	67	82	149	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
70101	Liberty Peak Outbound	65	1207	1272	✓	✗	N/A	✗	✗	✗	✗	✗	✗	✗	✗	✗	F+
234090	Pinnacle on Deer Valley Dr to Main St	63	35	98	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
3000	3000 Hwy 224 Outbound	62	64	126	✓	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
70104	Powderwood Condos Outbound	61	903	964	✓	✗	N/A	✗	✗	✗	✗	✗	✗	✗	✗	✗	F+
234070	Fawngrove Units 1550 - 1686 to Main St	60	39	99	✓	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-

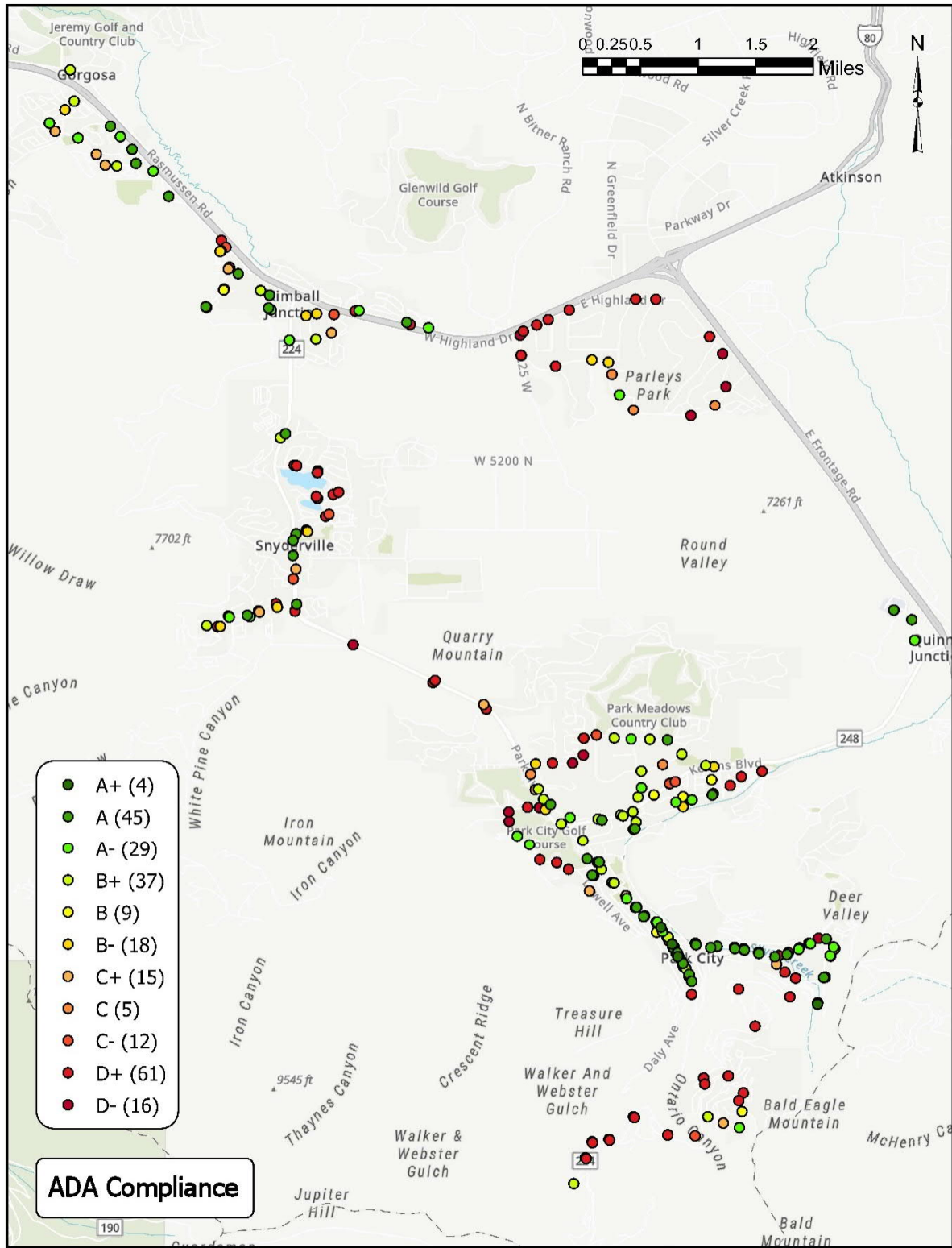


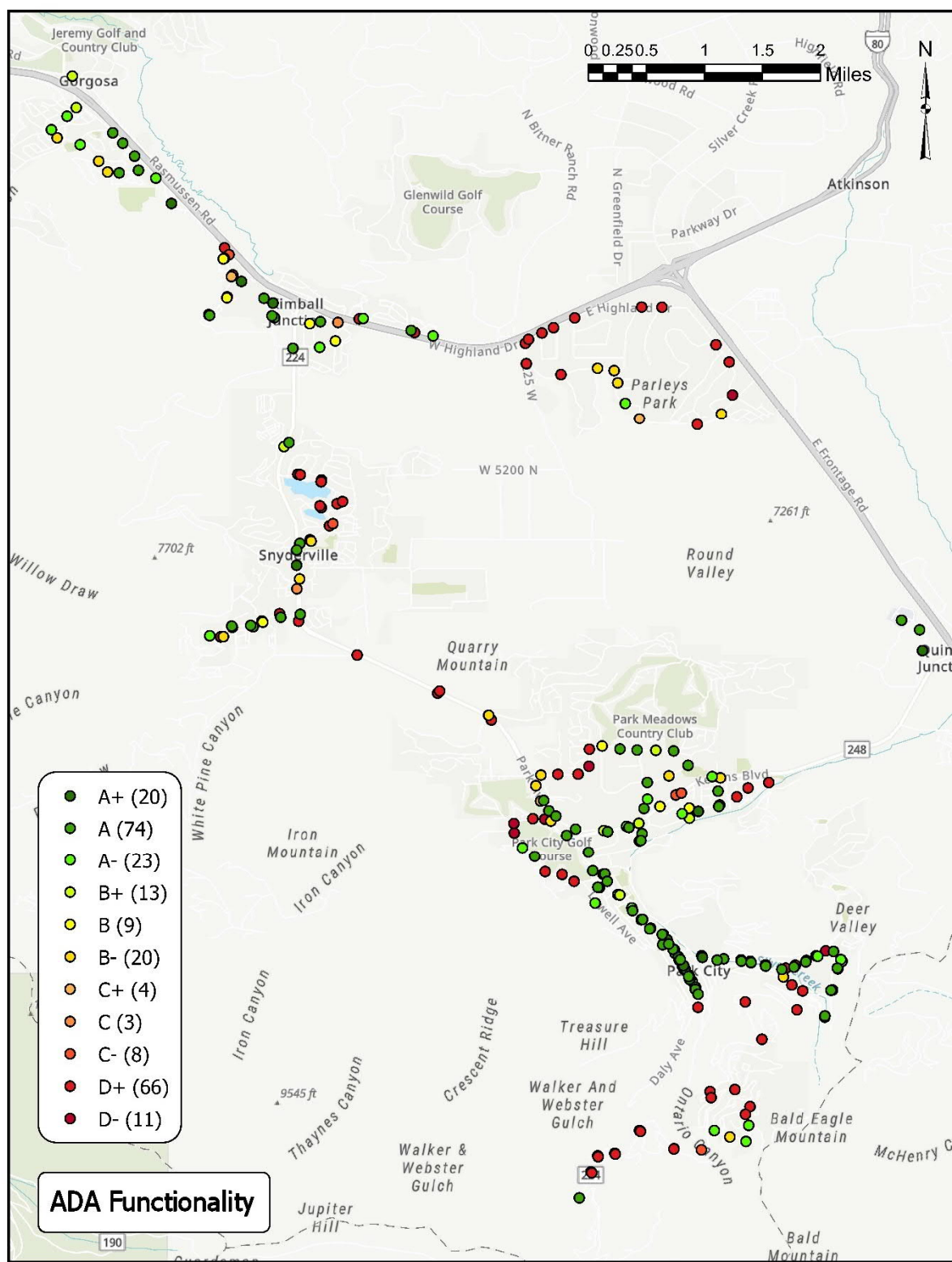
Bus Stop Inventory and Accessibility Study

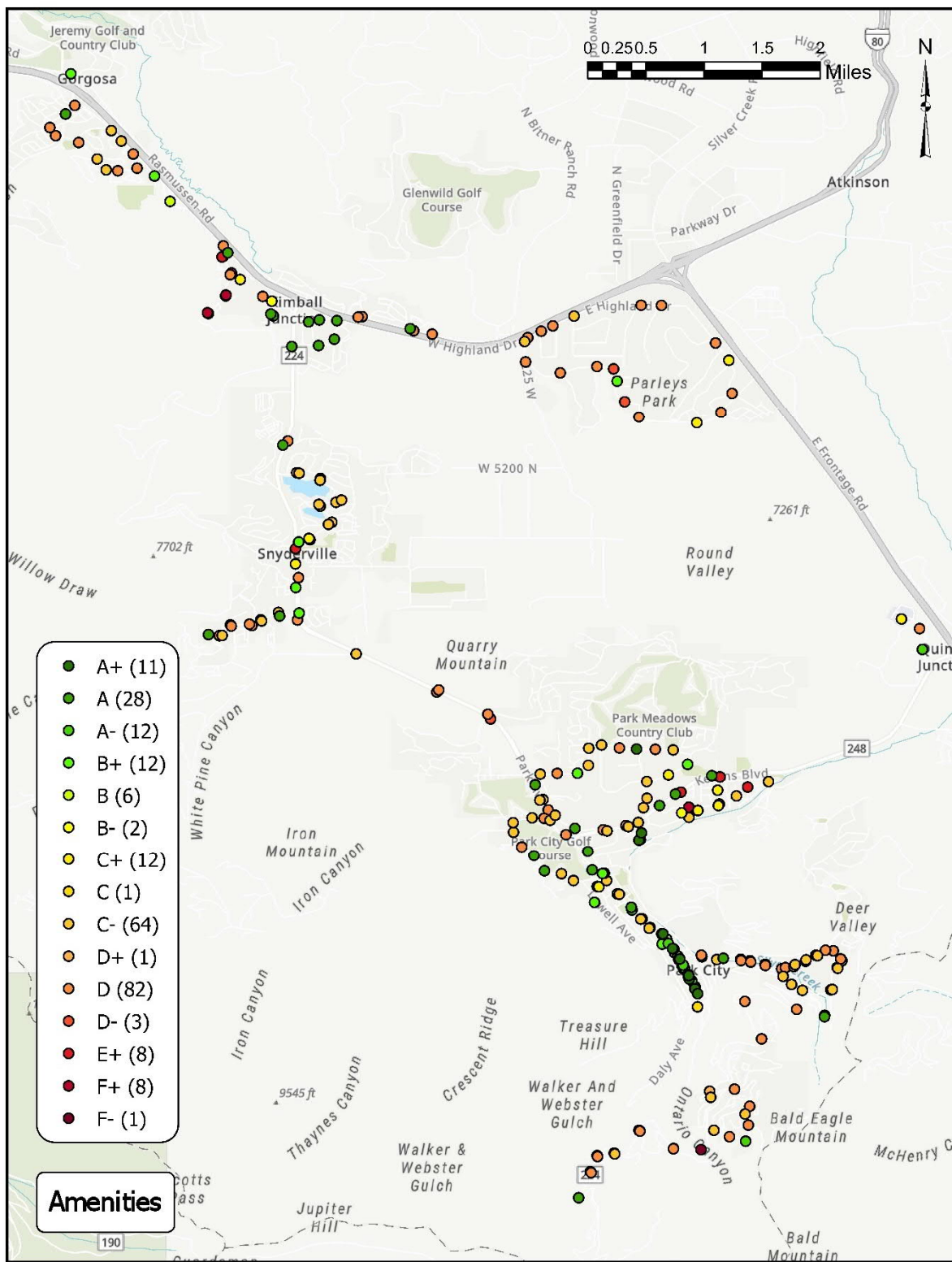
Amenity Report																
7	Peoples Clinic & Summit County Health	59	31	90	✓	✓	✗	✓	✓	✓	✓	✓	✗	✗	✗	A-
80040	Highland Dr & View Dr	58	108	166	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
40110	Bald Eagle Club on Royal St East	56	76	132	N/A	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
234060	Bristlecone on Deer Valley Dr to Main St	56	17	73	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
40180	Centennial Dr & Royal St to Main St	55	71	126	N/A	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
30020	Thaynes Canyon Dr & Webster Court	51	24	75	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
90120	Empire Club on Marsac Ave to Main St	50	33	83	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
80180	Trailside Dr & Mountain Ranch Dr (6080)	48	45	93	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
40120	Cache on Royal St East	47	50	97	N/A	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	C-
80200	Old Ranch Rd & Trailside Dr	47	19	66	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
60090	Canyons Parking	45	106	151	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
80170	Trailside Dr & Snowview Dr	44	46	90	✓	✓	✗	✓	✗	✗	✗	✗	✗	✗	✗	D-
80030	Highland Dr & Old Ranch Rd	43	99	142	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
70330	4937 Silver Springs Dr to Park City	40	71	111	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
297	297 Deer Valley Dr at Winterwood	39	165	204	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
40130	Stag Lodge on Royal St East	38	41	79	N/A	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
40150	Look Out Condos on Royal St to Main St	38	13	51	N/A	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
70040	4936 N Silver Springs Dr to Kimball Jct	32	47	79	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
67020	7-11 on Canyons Resort Dr	30	28	58	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
90100	The Grand Lodge on Marsac Ave to Main St	27	0	27	✓	✓	✓	✓	✗	✓	✗	✗	✗	✗	✗	C-
56010	Bonanza Dr & Munchkin Rd	26	6	32	N/A	✓	✓	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A	A+
40020	Royal St at Golden Eagle to Silver Lake	15	21	36	N/A	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
90020	Empire Club to Empire Lodge	12	187	199	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
40050	Ontario Lodge on Royal St to Silver Lake	10	25	35	N/A	✓	✗	✓	✗	✓	✗	✗	✗	✗	✗	D+
40200	La Maconnerie on Royal St to Main St	7	19	26	N/A	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
6	Park City IHC Clinic on Round Valley	7	11	18	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
56020	Bonanza Dr & Ironhorse Dr	7	4	11	N/A	✓	✓	✓	N/A	✓	N/A	✓	✓	N/A	N/A	A+
90060	Hawkeye Place to Empire Lodge	4	5	9	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
90050	Marsac Ave Aimee Court Ironwood	4	2	6	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
60040	Silverado on Canyons Dr to Grand Summit	2	7	9	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
90090	Aimee Court on Marsac Ave to Main St	2	2	4	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
90040	The Grand Lodge to Empire Lodge	1	20	21	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D
60010	Canyons Resort Dr & Frostwood Dr	0	0	0	✓	✓	✓	✓	✗	✗	✗	✗	✗	✗	✗	D



**APPENDIX D. ADA COMPLIANCE, ADA FUNCTIONALITY, AND AMENITY GRADE
MAPS**

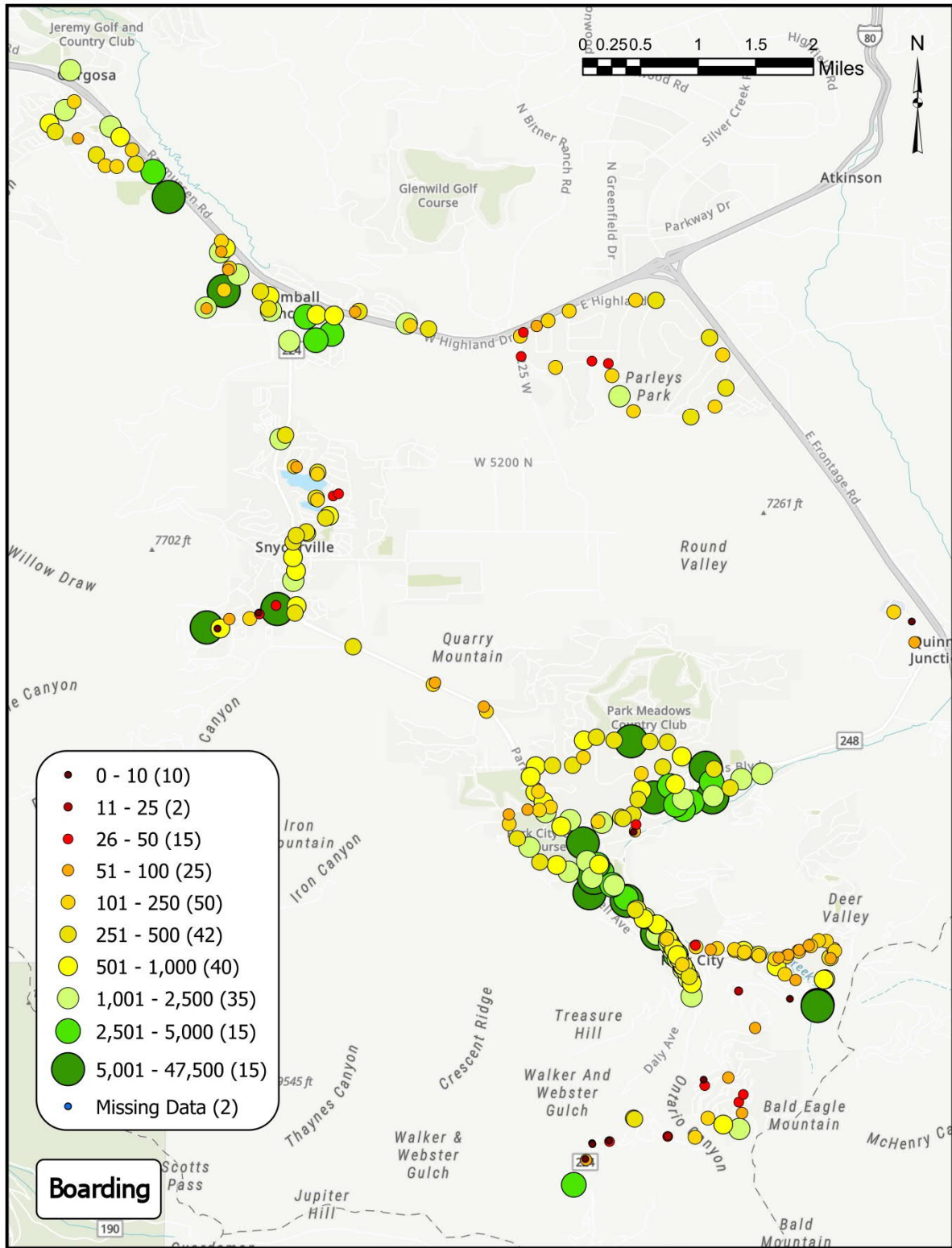


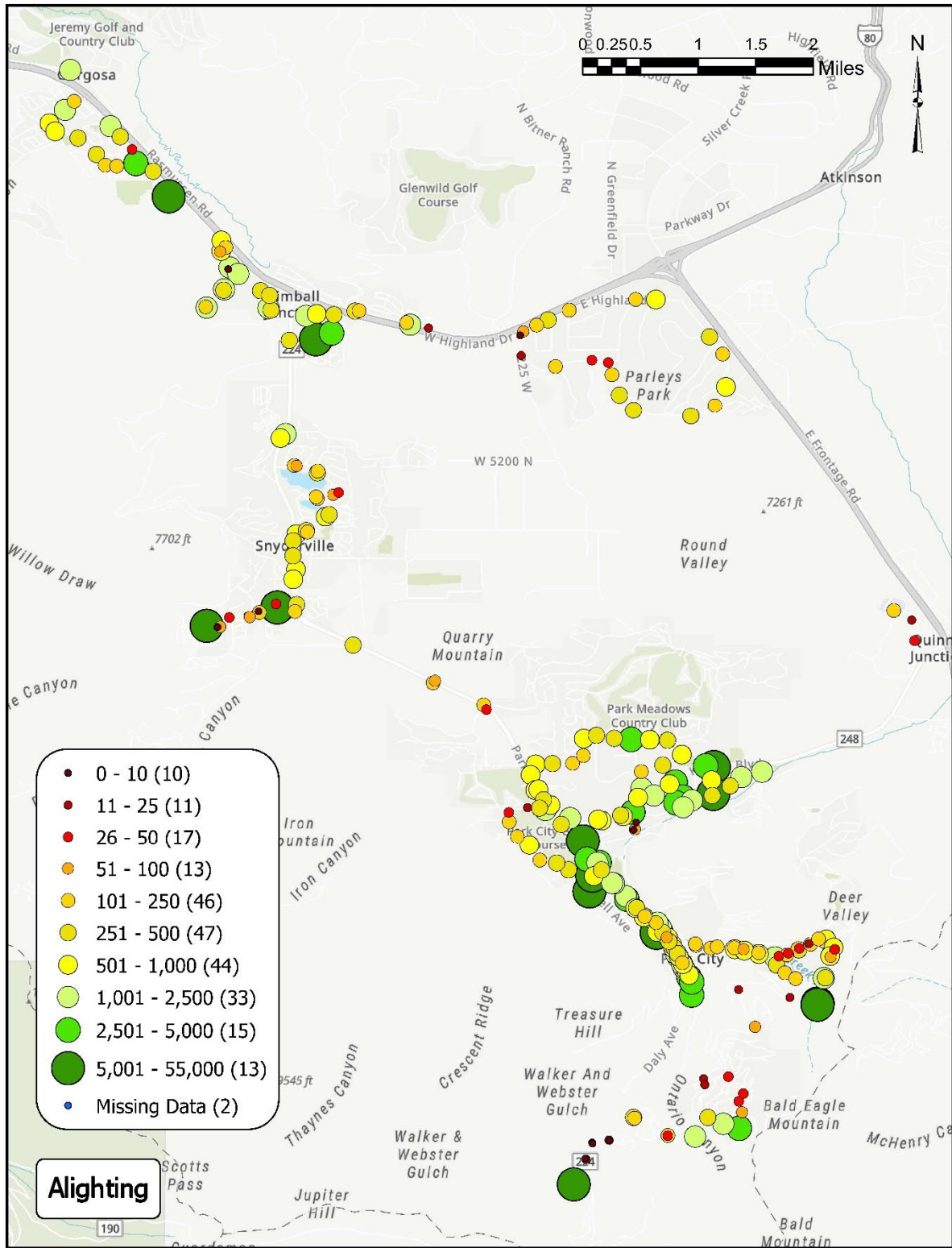


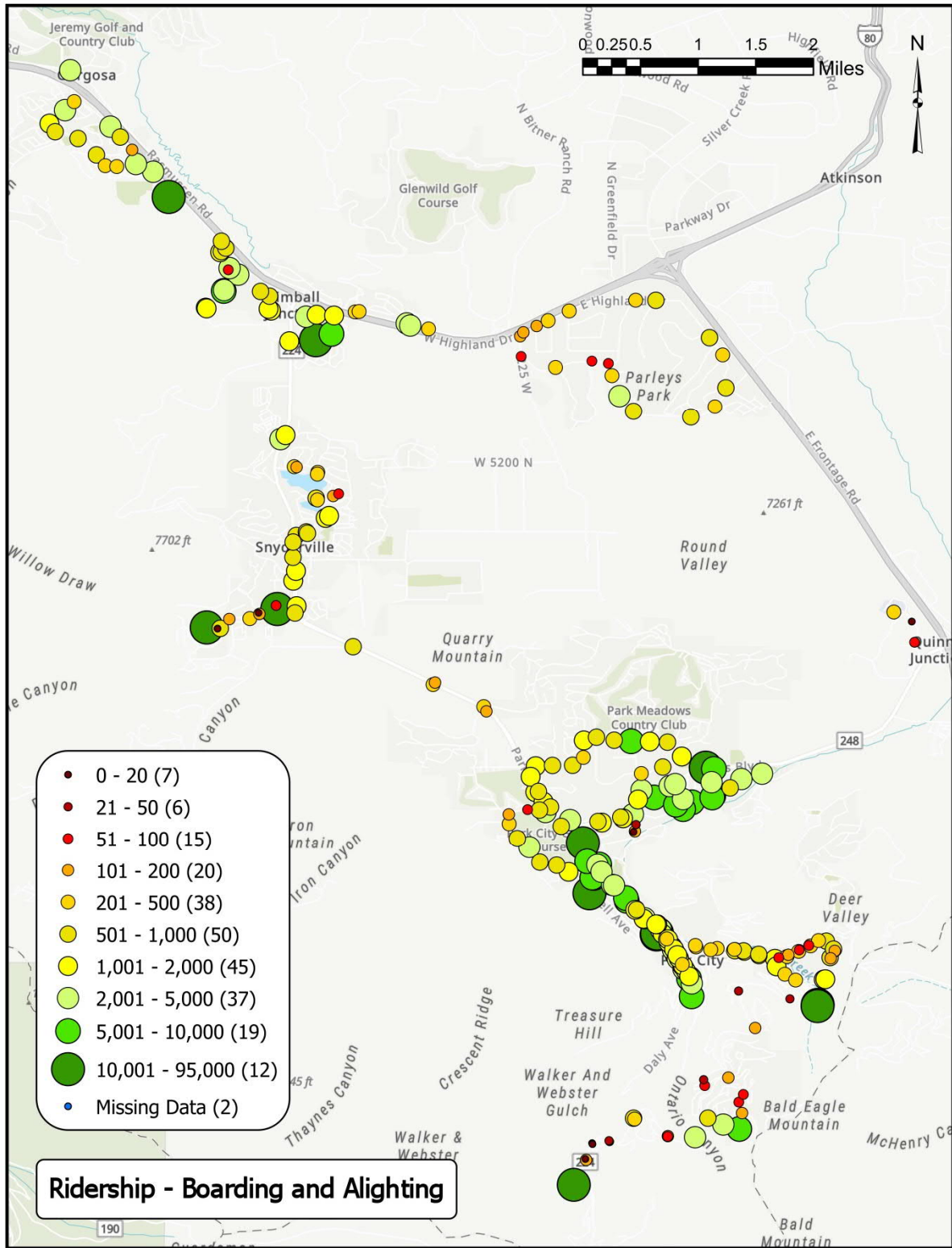




APPENDIX E. RIDERSHIP MAPS







Council Agenda Item Report

Meeting Date: February 6, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from January 9, 2020

Suggested Action:

Attachments:

[January 9, 2020 Minutes](#)



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

January 9, 2020

The Council of Park City, Summit County, Utah, met in open meeting on January 9, 2020, at 4:15 p.m. in the City Council Chambers.

Council Member Joyce moved to close the meeting to discuss property and personnel at 4:15 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 5:00 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Discuss the Implementation of Candidate Filing Fees for Municipal Elections:

Michelle Kellogg, City Recorder, presented this item. She noted the trend across the state for implementing candidate filing fees as a way to dissuade those filing for office that were only interested in benefitting professionally or personally from having their name on a ballot. She indicated those who gave monetary consideration or time in any endeavor, valued that thing, and she hoped all potential candidates would have the desire to serve the community as the main reason for filing for office.

Kellogg proposed to implement a \$150 fee for Mayoral candidates and \$100 fee for Council candidates with a provision that those who file could have the fee waived if they brought in 100 signatures from Park City registered voters.

Council Member Gerber asked who would verify the signatures, to which Kellogg indicated the County Clerk would verify the signatures were valid. Council Member Henney asked if the County would charge for the signature verification, to which Kellogg

1 thought there would not be a charge, and noted she didn't think the majority of
2 candidates would opt for the signature collection option when filing for office.

3
4 Council Member Henney favored creating a qualification requirement such as the
5 current fee/signature collection proposal. Council Member Doilney felt 100 signatures
6 was a fair number to assess, and supported the fee/signature proposal.

7
8 Mayor Beerman asked how many registered voters were in the City, to which Kellogg
9 indicated there were a little over 5,000, so 100 signatures was approximately two
10 percent of registered voters. Mayor Beerman thought the option of collecting signatures
11 was a great alternative that could be offered to candidates who didn't want to pay the
12 filing fee.

13
14 Kellogg stated she would bring this back to a future meeting as a code amendment.
15 Council Member Joyce requested to clarify the process for verifying signatures, the
16 timeframe for turning in signatures, lack of a sufficient number of signatures, etc.
17 Council Member Henney asked if there could be a delayed filing period for those that
18 opted to collect signatures. Council Member Gerber thought those running for office
19 should be prepared and should have thought out the commitment prior to filing. Kellogg
20 asserted there was a provision in state code where the validity of a candidate could be
21 contested up to five days after the filing period was closed, so that would give the
22 County Clerk enough time to verify the 100 signatures that a candidate brought in. If the
23 number came up short of 100, the candidate would not be eligible to run for office. She
24 indicated she would be advising candidates to collect more than 100 signatures in order
25 to have a buffer in the event there were signatures from people that weren't registered
26 voters in Park City.

27
28 **Update on Zoning Recommendations for the Local Parks Preservation Master**
29 **Plan:**

30 Tate Shaw, Recreation Services Manager, Eric Hoffman, Ed Parigian, and Jane
31 Campbell were present for this item. Shaw reviewed the Recreation Advisory Board
32 (RAB) visioning process and research for five parks within the City: Creekside Park,
33 Rotary Park, Prospector Park, City Park and the golf course. Campbell stated the
34 master plan was written to protect parks for future generations. They added barriers in
35 the plan for changing the use of the parks as they exist now, but it would still be
36 possible to change the use with voter approval. Hoffman reviewed the barriers,
37 including holding five public meetings over a three month period, four affirmative votes
38 by the City Council, and a voter referendum within 180 days of Council approval, with a
39 60% voter approval minimum in order to effect the change. Parigian indicated RAB tried
40 to clean up the Recreation Open Space (ROS) zoning, but these five parks didn't fit into
41 the zoning categories. They created an Urban Park Zone (UPZ). Shaw stated an UPZ
42 could be an overlay within another zone. Hoffman stated the hope was to preserve the
43 parks moving forward.

Campbell asked if the proposed zoning could be taken to the Planning Commission for a recommendation before bringing it back for approval. Council Member Gerber asked if public art could be part of the zoning, to which Shaw stated he would look at the language for those zones.

Council Member Worel noted one of the conditional uses included a child care center, which she thought would allow summer camps. She asked if that language would also allow for child care providers, such as PC Tots. Shaw indicated those providers would be allowed, but would need a City agreement. Council Member Worel thought some of the conditional uses were flexible, but she felt a child care center was commercial, and those shouldn't be allowed in the park. Shaw noted he would work on that language. It was indicated there were limits to the size of the building. Shaw stated it could be a conditional use, but it would have to go through the process.

Council Member Joyce stated Conditional Uses Numbers 3 and 15 referred to parking areas, and they needed to be looked at again. He liked the new zone and asked where the barriers would fit into the process and would be referenced in the code and the General Plan. Bruce Erickson stated the requirements would fall in the code with the new zone and stated it would be in the code amendments when it came back for Council approval. He indicated his preference would be to rezone because there were so many overlay zones that it was becoming hard to fit things together.

The Council agreed to keep the process moving forward.

REGULAR MEETING - 6:00 p.m.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II) APPOINTMENTS

1. Consideration to Appoint a Mayor Pro Tem and Alternate for Calendar Year 2020:

Mayor Beerman proposed Council Member Joyce as Mayor Pro Tem and Council Member Doilney as Alternate Mayor Pro Tem.

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

Council Member Henney moved to appoint Council Member Joyce as Mayor Pro Tem and Council Member Doilney as Alternate Mayor Pro Tem for Calendar Year 2020. Council Member Worel seconded the motion.

RESULT: APPROVED

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

2. Consideration to Appoint Matt Dias as the City Manager of Park City Municipal Corporation:

Brooke Watters, Human Resources Manager, proposed that Matt Dias be appointed as City Manager.

Mayor Beerman opened the meeting for public input.

Betsy Wallace congratulated Dias and stated he was a great person to work with.

Mayor Beerman closed the public input portion of the meeting.

Mayor Beerman indicated Dias was with the City for a while and he consistently exceeded expectations with Council, staff and the community. This appointment would be in the best interest of the community.

Council Member Gerber moved to appoint Matt Dias as the City Manager of Park City Municipal Corporation. Council Member Worel seconded the motion.

RESULT: APPROVED

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

Dias thanked Council, staff, the community, and his family for the support he had received.

**III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Staff Communications Reports:**

1. Summer Day Camp Registration 2020:

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

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

Charlie Sturgis requested a different way of messaging to help with the traffic. He sent a list of suggestions to Summit County and would send it to Council and Transportation Planning as well. He also asked to prohibit hunting on City lands. He noted trapping on Round Valley, Treasure Hill and other property should be stopped as well.

Ashton Smith lived in Park City for 10 years. He spoke on the Drop, Load and Staging (DLS) zones. He had years of guest experience as a transit driver and Uber driver and he felt the rollout of this zone was a blunder. He received comments from other Uber drivers that this zone was harassment, confusing and inconvenient. He requested that the zones be on both sides of the street or cancelled altogether. He felt this affected visitors to the City.

Mayor Beerman closed the public input portion of the meeting.

Council Questions and Comments:

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

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from December 19, 2019:

Council Member Gerber indicated on Page 12, Line 36, she referred to no amplified music.

Council Member Joyce moved to approve the City Council meeting minutes from December 19, 2019, as amended. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

ABSTAIN: Council Member Doilney

VI) CONSENT AGENDA

1. Consideration to Approve the Water Right Purchase and Sale Agreement among National Ability Center, Park City Municipal Corporation, and Park City Water Service District:

2. Request to Approve Type 2 Convention Sales Licenses for Businesses Operating During the 2020 Sundance Film Festival:

3. Request to Approve Single Event Temporary Liquor Licenses for Operation During the 2020 Sundance Film Festival:

4. Request to Approve a Recreational Use Lease with Storied Development on the Bonanza Flat Property Consistent with the 2017 Bonanza Flat Purchase Agreement and in a Form Approved by the City Attorney:

5. Request to Authorize the Mayor to Enter into a City Manager Agreement with Matt Dias in a Form Approved by the City Attorney:

Council Member Worel moved to remove Item Three from the Consent Agenda for further discussion. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

Council Member Gerber moved to approve Consent Agenda Items One, Two, Four and Five. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

3. Request to Approve Single Event Temporary Liquor Licenses for Operation During the 2020 Sundance Film Festival:

Beth Bynan, Business License Specialist, Hannah Tyler, Senior Planner, and Jonathan Weidenhamer, Economic Development Manager, were present for this item. Bynan reviewed Council's request for a discussion on vibrancy.

Tyler reviewed the process for changing the code to require storefront vibrancy as a condition for a temporary liquor license during the Sundance Festival. Vertical zoning was required for real estate and other offices, so they would not be on ground level. A cap was also placed on the width of storefronts. She noted second levels and basements were not regulated since staff was only concerned with the Main Street view. She noted 2018 was a grace period, in 2019 warnings were given, and in 2020 enforcement began.

Bynan stated staff inspected storefronts each quarter for vibrancy. She explained Chefdance was given an exception. It was initially denied a temporary liquor license, but

the wrong property was denied. Upon review, it was determined Chefdance was in the basement and had no storefront, so a temporary license was approved. Council Member Worel asked if they applied for the space where the Cabin was located in 2019. Bynan indicated they had, and it was assumed they would use that space again. They clarified they would be using the basement space and their application was moved forward.

Council Member Joyce asked about the application process. Bynan explained the application was denied in December. They had now submitted a new application with the new details. It was four out of 12 possible late applications that could be accepted.

Council Member Worel stated there was a huge sign on Main Street and it appeared to be a Main Street storefront. Council Member Joyce noted business offices on second levels had signs and they weren't on Main Street.

Mayor Beerman opened the meeting for public input.

Betsy Wallace, Sundance, stated there was a sign and Chefdance stayed shuttered, so it felt like something was being missed.

Mayor Beerman closed the public input portion of the meeting.

Council Member Henney agreed with Tyler that the City had success in creating more vibrancy on Main Street and appreciated this discussion.

Council Member Joyce moved to approve the Single Event Temporary Liquor Licenses for operation during the 2020 Sundance Film Festival. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

NAY: Council Member Worel

VII) OLD BUSINESS

1. Consideration to Approve the First Addendum to the City Services Agreement in a Form Approved by the City Attorney for a Two Year Extension of the Park Silly Sunday Market (PSSM) Contract for 2021 and 2022:

Jenny Diersen, Special Event Manager, and Kate McChesney, PSSM, were present for this item. Diersen requested approval for a two year contract extension. One change in the contract was a recommendation to update the insurance.

Council Member Worel indicated there was a typo on Page One of the addendum, noting the third “whereas” should say 2020 instead of 2019.

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

Council Member Worel moved to approve the first addendum to the City Services Agreement in a form approved by the City Attorney for a two year extension of the Park Silly Sunday Market (PSSM) Contract for 2021 and 2022. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve an Exchange Agreement with Girl Scouts of Utah for Property Located within Bonanza Flat in a Form Approved by the City Attorney:

Heinrich Deters, Trails and Open Space Manager, and Wendy Fisher, Utah Open Lands Executive Director, as well as Lisa Hardin-Reynolds, Girl Scouts Executive Director, and Leslie Egan, Girl Scouts Board Chair, were present for this item. Deters reviewed the land exchange proposal. He noted the Girl Scouts would build cabins and improve the surrounding 16 acres as part of their camp. The City would use its portion for preservation purposes. There would also be a water easement for Bloods Lake and a pipeline would be run from the lake to the camp. The City would have first right of refusal if the Girl Scouts decided to sell the camp.

Hardin-Reynolds felt the land exchange met their needs as well as the needs of Park City. They had the camp for 80 years and were excited to be the owners of the camp. Egan stated there were 7,000 Girl Scouts in Utah and they all came to the camp. She expressed appreciation to the City for coming to a good agreement.

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

Council Member Henney stated this was momentous and he knew having the Girl Scouts as a steward aligned well with the City's goals for the land.

Mayor Beerman thanked staff, Fisher and the Girl Scouts for their work, noting the City normally didn't let anyone have stewardship there.

Council Member Gerber moved to approve an exchange agreement with Girl Scouts of Utah for property located within Bonanza Flat in a form approved by the City Attorney. Council Member Worel seconded the motion.

RESULT: APPROVED

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

3. Consideration to Approve the Bonanza Flat Conservation Easement (BFCE) and Bonanza Flat Adaptive Management Plan (BFAMS), and Grant the Easement to Utah Open Lands (UOL):

Heinrich Deters, Trails and Open Space Manager, and Wendy Fisher, Utah Open Lands Executive Director, presented this item. Fisher reviewed all that happened since Bonanza Flat was purchased. She stated the needs of the property were balanced and she felt it would be an amazing opportunity for both humans and wildlife.

Matt Dias thanked Tom Daley, Lisa Roadfuss, Heinrich Deters and Logan Jones, as well as Wendy Fisher, for thousands of hours devoted to this conservation easement.

Mayor Beerman opened the meeting for public input.

Kyle Daluga, veterinarian in Cottonwood Heights, conveyed his dismay that dogs were prohibited at Bloods Lake and thought the dog community was left out of the discussion. Dogs needed an alpine lake for health reasons. He had no idea the dog ban was happening, and thought UV filters or other solutions could be identified. He asserted a segment of constituents were being cut out. He acknowledged the land was being abused, but knew that with active management, such as garbage can placement, there was more responsibility from users. He brought a petition with 700 signatures supporting dog access to Bloods Lake.

Mayor Beerman closed the public input portion of the meeting.

Mayor Beerman explained dogs were valued in the City and it had the biggest dog park in the U.S. Dogs had been discussed and data taken before making the decision to ban them from this area. He noted there were other trails at Bonanza Flat that allowed dogs, but Bloods Lake needed to be preserved because it was the drinking water source for the Girl Scouts camp.

Council Member Gerber expressed appreciation and excitement for this conservation easement. Council Member Doilney agreed and noted this had been an ongoing conversation for six months. He stated Park City now had a backyard, and he was glad this property was saved from development.

Mayor Beerman indicated when he was first elected to the Council he had a dream to protect this property. Now eight years later the dream had become a reality.

Council Member Gerber moved to approve the Bonanza Flat Conservation Easement and Bonanza Flat Adaptive Management Plan, and grant the easement to Utah Open Lands. Council Member Worel seconded the motion.

RESULT: APPROVED

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

4. Consideration to Ratify the Findings of Fact and Conclusions of Law for the Denial of the Proposed Conditional Use Permit Located at 901 Woodside Avenue:

Caitlyn Barhorst, Historic Preservation Planner, presented this item and indicated Council denied the conditional use permit on December 19, 2019. She explained the action tonight would ratify the decision made on December 19th.

Council Member Joyce proposed amending the Findings of Fact Number Two by adding, "Historic structures that do not comply with off-street parking and driveway location standards are valid complying structures in the HR1 Zoning District.

Council Member Joyce moved to ratify the findings of fact and conclusions of law for the Denial of the Proposed Conditional Use Permit located at 901 Woodside Avenue as amended. Council Member Worel seconded the motion.

RESULT: APPROVED

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

ABSTAIN: Council Member Doilney

VIII) NEW BUSINESS

1. Consideration to Approve Ordinance 2020-01, an Ordinance Approving the 2020 Regular Meeting Schedule for City Council:

Mayor Beerman noted some proposed changes to the annual meeting schedule, changing the meeting on June 4 to June 11, and changing the meeting on August 6 to August 4.

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

Council Member Gerber moved to approve Ordinance 2020-01, an ordinance approving the 2020 Regular Meeting schedule for City Council as amended. Council Member Worel seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve Ordinance 2020-02, an Ordinance Approving the Lilac Hill Subdivision Located at 729, 741, 747, 751, 755 Rossie Hill Drive:

Caitlyn Barhorst, stated there would be a singular vehicular access for the five lots. Council Member Gerber asked if Lot 5 went through the house. After some discussion it was indicated there weren't any lot lines through houses on this property. Council Member Worel asked if the sheds were historic. Barhorst stated they could be historic, but they were not listed on the Historic Sites Inventory. Frank Watanabe, Developer, stated the shed and power pole would be removed when the shared driveway was installed.

Council Member Joyce asked if there would be off-street parking, to which Barhorst responded in the affirmative.

Mayor Beerman opened the public hearing.

Robert Gersh submitted a statement for this meeting and the Planning Commission. He felt this development was a good solution for a low density area. He liked the single driveway for the five lots and thought it would mitigate traffic issues.

Jason Parker asked for more information on the two new lots including what the setbacks were. He stated the condos nearby had a 15 foot setback and snow piled up in the winter. Barhorst stated the setbacks were listed in the staff report.

Diane Bernhardt stated in 2016 the neighbors came and expressed concern over this development because of the traffic congestion. She thanked Council for this final product and was pleased with the efforts made.

Mayor Beerman closed the public hearing.

Council Member Joyce moved to approve Ordinance 2020-02, an ordinance approving the Lilac Hill Subdivision located at 729, 741, 747, 751, 755 Rossie Hill Drive. Council Member Henney seconded the motion.

RESULT: APPROVED

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

3. Consideration to Approve Ordinance 2020-03, an Ordinance Approving the Two-Lot Silver Rail Subdivision located at 2080 Gold Dust Lane and 2211 Sidewinder Drive, Park City, Utah:

Alex Ananth, Planner, and Stanton Jones were present for this item. Ananth reviewed the request for the two lot subdivision. She noted the owner would maintain the 78 parking stalls for health club use. There were requests for a zone change, but that did

not come to fruition. This plat approval would change the metes and bounds property description to a subdivision.

Council Member Joyce asked why there was a parking study in conjunction with a zone change. Ananth stated the study was done in anticipation of further pursuit of a rezone request. Jones stated there was the housekeeping item from Planning Commission of cleaning up the property and putting it in a subdivision and a rezone. The Planning Commission continued the rezone. They thought parking was an issue for the health club, but there wasn't one. He added that the Lot Two development would include underground parking.

Council Member Gerber requested that Planning Commission minutes be included in future Planning items brought to the Council.

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

Council Member Worel moved to approve Ordinance 2020-03, an ordinance approving the two-lot Silver Rail Subdivision located at 2080 Gold Dust Lane and 2211 Sidewinder Drive, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

5. Consideration to Continue an Ordinance Amending the Zoning Map from Residential Development to General Commercial for 2080 Gold Dust Lane and 2211 Sidewinder Drive, Park City, Utah:

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

Council Member Doilney moved to continue an ordinance amending the zoning map from Residential Development to General Commercial for 2080 Gold Dust Lane and 2211 Sidewinder Drive, Park City, Utah to a date uncertain. Council Member Joyce seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

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

4. Consideration to Approve Ordinance No. 2020-04, an Ordinance Approving a Zoning Map Amendment for Seven Tracts of Land Zoned Residential Development, Estate, Historic Residential-Low Density, and Residential Development-Medium Density to Recreation and Open Space (ROS), Including

Bureau of Land Management Parcel 17 Tracts 1, 2, 4 and Parcel 18 Tracts 1, 2, 6 and 7, Park City, Utah:

Alex Ananth, Planner, stated the tracts listed for rezoning were owned by the Bureau of Land Management (BLM), they were mining claims and did not have structures on them. She noted Tract Three was removed from the zoning map amendment.

Mayor Beerman opened the public hearing.

Diane Bernhardt was grateful this worked out for the best. She reviewed the background for a community stairway in this area and hoped there would be discussions to ensure the stairway construction. It was noted the developer had three years after the last Certificate of Occupancy was issued to build the stairway.

Allison Kitching lived in the condos adjacent to this property that would be designated as open space. She was pleased with the balance of development and open space and was happy the historic homes nearby would be redeveloped.

Mayor Beerman closed the public hearing.

Council Member Joyce wanted to make sure the approval tonight wouldn't hurt the City in the future. Deters reviewed that the map that was being looked at was used by the BLM to determine when property would be disposed. The City didn't know the BLM timeline for this property. Council Member Joyce stated he saw "inadvertent trespass" on the map and didn't know what that meant. Deters stated there was a fence that a previous owner constructed on BLM land. The BLM could offer to sell the land with the fence to the owner.

Erickson indicated Planning was comfortable with the rezone for this property and noted the parcels would have to be combined if the property in question was sold to the owner with the fence encroachment. Council Member Doilney asked if the landowners were aware of the encroachment, to which Deters responded in the affirmative.

Council Member Joyce moved to approve Ordinance No. 2020-04, an ordinance approving a zoning map amendment for seven tracts of land zoned Residential Development, Estate, Historic Residential-Low Density, and Residential Development-Medium Density to Recreation and Open Space (ROS), including Bureau of Land Management Parcel 17 Tracts 1, 2, 4 and Parcel 18 Tracts 1, 2, 6 and 7, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

IX) ADJOURNMENT

X. PARK CITY HOUSING AUTHORITY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Andy Mayor Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, Secretary	Present
None	Excused

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

III.) NEW BUSINESS

1. Consideration to Approve Resolution HA 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing Officers of the Board of Directors of the Housing Authority of Park City, Utah:

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

Board Member Gerber moved to approve Resolution HA 01-2020, a resolution establishing a regular meeting date, time, and location for 2020 meetings and appointing officers of the Board of Directors of the Housing Authority of Park City, Utah. Board Member Worel seconded the motion.

RESULT: APPROVED

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

IV. ADJOURNMENT

XI. PARK CITY REDEVELOPMENT AGENCY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Andy Mayor Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, Secretary	Present
None	Excused

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

III.) NEW BUSINESS

1. Consideration to Approve Resolution RDA 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing Officers of the Board of Directors of the Redevelopment Agency of Park City, Utah:

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

Board Member Joyce moved to approve Resolution RDA 01-2020, a resolution establishing a regular meeting date, time, and location for 2020 meetings and appointing Officers of the Board of Directors of the Redevelopment Agency of Park City, Utah. Board Member Henney seconded the motion.

RESULT: APPROVED

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

IV. ADJOURNMENT

XII.) PARK CITY WATER SERVICE DISTRICT MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Max Doilney Council Member Becca Gerber	Present

Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	
None	Excused

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

III.) NEW BUSINESS

1. Consideration to Approve Resolution WSD 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing the Governing Body of the Park City Water Service District:

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

Council Member Gerber moved to approve Resolution WSD 01-2020, a resolution establishing a regular meeting date, time, and location for 2020 meetings and appointing the governing body of the Park City Water Service District. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve the Water Right Purchase and Sale Agreement among National Ability Center, Park City Municipal Corporation, and Park City Water Service District:

Council Member Henney asked why this was approved by the Council and by the Water Service District. Harrington stated the City and Water Service District were both signatories so this item needed to be on both agendas.

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

Council Member Worel moved to approve the Water Right Purchase and Sale Agreement among National Ability Center, Park City Municipal Corporation, and Park City Water Service District. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

IV. ADJOURNMENT

XIII.) PARK CITY MUNICIPAL BUILDING AUTHORITY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Andy Mayor Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, Secretary	Present
None	Excused

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

III.) NEW BUSINESS

1. Consideration to Approve Resolution MBA 01-2020, a Resolution Establishing a Regular Meeting Date, Time, and Location for 2020 Meetings and Appointing Officers of the Board of Directors of the Municipal Building Authority of Park City, Utah:

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

Board Member Gerber moved to approve Resolution MBA 01-2020, a resolution establishing a regular meeting date, time, and location for 2020 meetings and appointing officers of the Board of Directors of the Municipal Building Authority of Park City, Utah. Board Member Henney seconded the motion.

RESULT: APPROVED

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

IV. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: February 6, 2020

Submitted by: Josh Miller

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve an Addendum to Professional Services Contract with Future IQ for \$25,000 for Additional Visioning Services as Part of the Park City Vision 2020 Project

Suggested Action:

Attachments:

[Future IQ Staff Report](#)

[Exhibit A: Future iQ Contract Addendum](#)



City Council Consent Agenda Item

Subject: Addendum to Professional Services Contract with Future IQ
Author: Jed Briggs, Linda Jaeger, & Josh Miller
Department: Budget, Debt & Grants
Date: February 6, 2020
Type of Item: Consent

Recommendation:

Approve a contract addendum for \$25,000 for additional visioning services as part of the Park City Vision 2020 project.

The original contract for \$60,000, signed on April 2, 2019, with Future iQ for Park City Vision 2020, outlined a defined scope of work until January 29, 2020. Staff is pleased with the work of Future iQ thus far and, with the proposed addendum, the total cost of the amended contract will not exceed \$85,000, in a form approved by the City Attorney.

Background:

In July 2019, Park City Municipal Corporation (PCMC) launched Park City Vision 2020 – a community visioning project asking residents and business owners to share their perspectives on:

- What makes Park City the place that people wish to call home?
- What makes Park City special?
- What community elements that, if lost, would fundamentally change the character of Park City?

Park City Vision 2020 is a rigorous 6-month public engagement process to define Park City's future Community Vision and Action Plan. The following is the scope of work currently being followed:

Key Phases	Key Components	Original	Add-on
Phase 1: Development and Presentation of Project Plan	• Initial meetings, calls and interviews	Done	
	• Develop detailed project plan and schedule	Done	
	• Background research / Review of existing plans and documents	Done	
	• Assist City staff in organizing and facilitating project advisory committee	Done	
Phase 2: Implementation : Future Scenarios	• Weekly status call or meeting; monthly status report for Council	Done	
	• Pre-think tank surveys on community views	Done	
	• Park City Future Think Tank workshop	Done	

	- Scenarios of the Future Report - Community Stakeholder Engagement; Community workshops, focus groups, interviews, city events - Data collection – Community Stakeholder surveys - Data visualization platform	Done Done Done Ongoing	
Phase 3: Synthesize and Analyze Results	- Data analysis; Community Stakeholder Engagement Summary - Reconvene original Park City Future Think Tank Workshop Group [1] - Statement of Community Ideals and Core Values / Initiatives and prioritization matrix - Incorporate input and finalize Park City Community Vision and Action Plan	Ongoing Summit #1 Underway Underway	
Additional Engagement	- Additional Focus group engagement /analysis [2] - Reconvene TT group / Leadership [3] - Community Future Summit #2 - Council Retreat - Additional Community Engagement Sessions		\$5,000 \$2,500 \$2,500 \$2,500 \$2,500
Phase 4: Community Action Plan Presentations	- Creation of graphic that represents Community Vision, Ideals and Core Values - Presentation of Park City Community Vision and Action Plan to City Council - Presentation of Park City Community Vision and Action Plan to community	March March March	
Additional Work Package	Sustainable Tourism Think Tank- Assumes a detailed exploration of sustainable tourism perceptions; think-tank process; report and some public launch.		\$10,000
	TOTAL	\$60,000	\$25,000

Department Review:

Budget, Debt, & Grants Department, Sustainability Department, Legal, and City Manager

Attachments:

A – Proposed contract addendum with Future iQ

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 20____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and Future iQ, a Minnesota corporation, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on the 2nd day of April 2019.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on April 2, 2019, (hereinafter “Original Agreement”);

WHEREAS, part of the scope of services is for Service Provider to provide construction contract administration services related to Park City Vision 2020 until completion;

WHEREAS, the term of the Original Agreement was due to end January 29, 2020;

WHEREAS, the process is still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement to include Additional Engagement and Sustainable Tourism Think Tank

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of March 31st 2020.
- b. **SCOPE OF SERVICE.** The Scope of Services shall be amended as follows:

Additional Focus group engagement /analysis - \$5,000
Reconvene TT group / Leadership- \$2,500
Community Future Summit #2 - \$2,500
Council Retreat -\$2,500
Additional Community Engagement Sessions -\$2,500

Sustainable Tourism Think Tank \$10,000

2. OTHER TERMS.

All other terms and conditions of the Original Agreement shall continue to apply.

3. ENTIRE AGREEMENT. This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:

Future iQ, a Minnesota corporation
6525 Limerick Drive
Minneapolis, MN 55424
Tax ID#: 27-1389416
PC Business License #: B-0016754

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this day of , 20__, before me, the undersigned notary, personally appeared_____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as CEO for Future iQ, a Minnesota corporation.

Notary Public

Council Agenda Item Report

Meeting Date: February 6, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the Disposition of City Property Located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1350 Woodside Avenue, and 1835 Three Kings Drive, and Authorize the City Manager to Enter into Sales Contracts with Qualified Buyers

Suggested Action:

Attachments:

[Woodside Park Phase One Staff Report](#)

[Exhibit A: REPC Template](#)

[Exhibit B: REPC Addendum Template](#)

City Council Staff Report

Subject: Disposition of Affordable Housing Property – Woodside Park Phase 1 & Silver Star
Author: Jason Glidden
Department: Community Development
Date: February 6, 2020
Type of Item: Administrative

Recommendation

Staff requests City Council hold a public hearing regarding disposition of City affordable housing Property at Woodside Park Phase 1, located at 1353 Park Avenue, 1350 Woodside Avenue, and one Silver Star unit located at 1835 Three Kings Drive. Staff recommends approving the disposition and authorizing the City Manager to enter into sales contracts in a form approved by the City Attorney's office with qualified affordable buyers.

Background

Park City Municipal made Housing a Critical Community Priority in 2016. Since then, a flurry of activity has taken place related to increasing and protecting the supply of affordable housing, such as:

- PCMC solely funded the construction and development of 27 net new affordable housing units;
- Several property acquisitions to prevent deed restricted units from losing their affordability requirements;
- New land acquisition to prioritize housing needs and new inventory opportunities in lieu of allowing additional resort-related, and second home development;
- Exercised several rights-of-first-refusal in order to update and improve deed restrictions;
- Updated PCMC's official Housing Assessment and Plan;
- Updated the Land Management Code to eliminate some barriers to the private sector delivering affordable housing including reductions in setbacks, open space, and parking; and
- Required several private developments to deliver additional affordable housing units.

Approximately 85% of Park City's workforce lives outside Park City limits. While high Park City home prices are considered a positive outcome of the resort economy and good for individual property owners, they also create a host of complex community issues. Increasingly, the lack of affordable housing stock forces the majority of our community's workforce to drive in and out of town, increasing traffic and congestion, and also creates vibrancy and quality of life issues within neighborhoods formerly comprised of full time residents.

As part of the Council's goal to add 800 affordable/attainable units by the year 2026, the City began developing several community affordable housing developments. This particular request, for Woodside Park Phase 1, is a city funded housing project located on the 13th block between Park Avenue and Woodside Avenue. The project construction

was completed in 2019, and is now ready to accept new homeowners. The Silver Star unit is a one bedroom condo located in the Silver Star development located off of Three Kings Drive.

Analysis

The Woodside Park Phase 1 housing project includes four single family homes and four townhomes with accessory studio units attached. The total construction cost was \$5,125,380, which included the full restoration of two historic homes. These units are planned to house 18 new Park City residents seeking affordable housing.

On June 20, 2019 ([Staff Report](#)), Council approved pricing for the Woodside Park Phase 1 units, and provided direction to retain one unit, located at 1334 Woodside (unit #4), for a future potential municipal need. In addition, on March 15, 2018 ([Staff Report](#)), Council provided direction to exercise its first right of refusal to purchase 1835 Three Kings Drive in order to update the deed restrictions. Subsequently, the City purchased the property for \$270,005.

A future homeowner lottery was held on December 23, 2019, creating a prioritized wait list. Over 200 applicants entered the lottery. Selected applicants were ranked based upon set criteria and requested to submit a complete application in order to verify that they met all affordable housing requirements or to choose to defer and keep their position on the waitlist. A number of people choose to defer for various reasons including not financially ready or prefer a future housing development. Once the applicants that did submit full application were verified, they were matched with suitable units and given the opportunity to purchase at Woodside Park Phase 1 and Silver Star. At this time, four units have been matched with buyers. Staff will return later this month for approval for disposition of the remaining properties at Woodside Park Phase 1. In order to complete the sale, Council must approve the property disposition, per PCMC Code Section 2-3-11, and authorize the City Manager to complete the sales at the following prices:

Name	Address	Price	Monthly dues
Dallas Green	1353 Park Avenue	\$ 205,000	\$ 142.94
Mathew Nagie	1350A Woodside	\$ 359,000	\$ 305.69
Grace Totten	1350D Woodside	\$ 359,000	\$ 305.69
Christiaan Dirk Gootjes	1825 Three Kings Drive, #25-10	\$ 270,005	\$ 358.04

One of the City's objectives with regard to pricing for affordable housing is to minimize subsidy levels to an average of 20% of construction costs, while working to keep sale prices affordable/attainable. This is a difficult balance in Park City due to our exceptionally high land and construction costs.

Because Woodside Park Phase 1 is located within the Lower Park Avenue Redevelopment Area (LPRDA) boundary, the City is able to sell some of its units above standard affordable/attainable pricing levels. Being in the LPRDA allows us to broaden pricing levels, offering more housing options to a wider audience and reducing the PCMC monetary subsidies. These saved funds are then available for the next PCMC housing development or project.

Funding

The City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue for housing projects. Proceeds from the disposition of the property will be returned to the RDA for future affordable housing projects.

Exhibits

A DRAFT Real-Estate Purchase Contract & Addendum

REAL ESTATE PURCHASE CONTRACT

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

EARNEST MONEY DEPOSIT

On this _____ day of _____, 2020, ("Offer Reference Date") _____ ("Buyer") offers to purchase from **Park City Municipal Corporation** ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23)**, an Earnest Money Deposit in the amount of \$1,000.00 the form of cash or check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Escrow Agent, Park City Title, the Escrow Agent shall have four (4) calendar days in which to deposit the Earnest Money into the Escrow Account.

OFFER TO PURCHASE

1. PROPERTY: _____

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

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☒ washer ☒ dryer ☒ refrigerator ☒ microwave oven ☒ other (specify) _____

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

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

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

2. PURCHASE PRICE.

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

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

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

3. SETTLEMENT AND CLOSING.

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

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: **[X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain) _____.** The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

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

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

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

[] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain) N/A.

The provisions of this Section 4.3(c) shall survive Closing.

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

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

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

Seller's Agent(s) N/A _____, represent(s) **[] Seller [] both Buyer and Seller as Limited Agent(s);**

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

Seller's Brokerage N/A _____, represents **[] Seller [] both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) N/A _____, represent(s) **[] Buyer [] both Buyer and Seller as Limited Agent(s);**

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

Buyer's Brokerage N/A _____, represents **[] Buyer [] both Buyer and Seller as a Limited Agent.**

Buyer's Brokerage Utah Real Estate License Number: _____.

6. TITLE & TITLE INSURANCE.

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

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

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

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

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

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

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

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

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

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

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

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

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

8.3 FINANCING CONDITION. (Check Applicable Box)

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

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

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

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

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

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

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ **Addendum No. 1** ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify) Deed Restrictions, City Council approval of sale in an open and public meeting, HOA reserve fund Declaration of Covenants, Conditions and Restrictions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

Page 5 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

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

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

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

- (a) **Seller Disclosure Deadline** _____(Date)
- (b) **Due Diligence Deadline** _____(Date)
- (c) **Financing & Appraisal Deadline** _____(Date)
- (d) **Settlement Deadline** _____(Date)

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

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

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

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.
THIS FORM HAS BEEN AMENDED AS FOLLOWS: IN PARAGRAPH 6.1 "GENERAL WARRANTY DEED" HAS BEEN AMENDED TO "SPECIAL WARRANTY DEED"

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

Page 1 of 1

THIS IS AN ☐ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, including all prior addenda and counteroffers, between _____ as Buyer, and **Park City Municipal Corporation** as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC:

1. **Deed Restricted Property:** Buyer's approval of Deed Restrictions on the property is a due diligence item under Section 8.1 (a). The Deed Restriction, which is recorded against the property, limits future sales price, how the unit can be occupied, and to whom the unit may be sold.
2. **City Council Approval:** Sale of this property is conditioned upon approval of the sale by the Park City Council on _____ in an open and public meeting.
3. **HOA Reserve Funds:** Seller will provide funding to the Woodside Park, Phase I Homeowners Association in an amount equal to three (3) monthly installments, as determined in accordance with the Condominium Declaration, to an "Association Replacement Reserve Account". Such payment is in addition to the regular monthly operating dues for common expenses payable by the owner of each Woodside Park, Phase I unit pursuant to the Condominium Declaration.

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

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

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

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

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

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

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

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



City Council Staff Report

Subject: 182 & 184 Daly Avenue Plat Amendment
Author: Caitlyn Barhorst, Historic Preservation Planner
Project Number: PL-19-04383
Date: February 6, 2020
Type of Item: Administrative – Subdivision Plat

Summary Recommendation

Planning Department staff recommends that the City Council **continue** the 182 & 184 Daly Avenue Subdivision Plat to the **February 27, 2020** meeting date to address the comments made by Planning Commission at the meeting on January 22, 2020.

Description

Applicant: 1055 Norfolk, LLC Series 182 Daly, represented by Marshall King, Alliance Engineering
Location: 182 and 184 Daly Avenue
Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Residential
Reason for Review: Subdivision Plats require Planning Commission review and City Council review and action.

City Council Staff Report

Subject: Repeal of Land Management Code § 15-3-5
Author: Rebecca Ward, Land Use Policy Planner
Project Number: PL-19-04411
Date: February 6, 2020
Type of Item: Legislative

Summary Recommendation

The Planning Department requests that the City Council review the proposed Land Management Code amendment, open a public hearing, and consider repealing Land Management Code § 15-3-5, *Driveway Standards for Private Driveways Within Unbuilt City Streets*.

Description

Applicant: Planning Department
Proposal: Repeal Land Management Code § 15-3-5, *Driveway Standards for Private Driveways Within Unbuilt City Streets*
Reason for Review: Land Management Code amendments require Planning Commission review and recommendation, and City Council review and action

Executive Summary

On January 22, 2020, the Planning Commission reviewed the proposed Land Management Code amendment and conducted a public hearing. Planning Commissioners voted 5 - 1 to forward a positive recommendation to City Council to repeal Land Management Code § 15-3-5, *Driveway Standards for Private Driveways Within Unbuilt City Streets* ([Staff Report](#); [Audio](#)). One Commissioner voted against the repeal because the Commissioner recommends that the Conditional Use Permit process stay in the code until a new process for private driveways on platted, un-built rights-of-way is established.

As the Council re-evaluates the City's encroachment policy, the Planning Commission recommends that the Council: (1) maintain a role for the Planning Commission, at a minimum as an advisory body, within the application process for private driveways in the platted, un-built right-of-way; (2) retain the public notice process for certain encroachments; and (3) clearly delineate a new policy in a Resolution or the Land Management Code to provide clarity for future staff, Commissioners, and City Council members.

Staff recommends repealing Land Management Code § 15-3-5 because the City Council has broad jurisdiction over the City's rights-of-way and may still approve private driveways in the platted, un-built right-of-way on a case-by-case basis, subject to a

revocable encroachment agreement. However, the Planning Commission must approve a Conditional Use Permit if applicants mitigate detrimental impacts. The Commission may only revoke a Conditional Use Permit if a property owner violates one or more of the conditions of approval. Also, Conditional Use Permits for private driveways in the right-of-way result in significant process well before the Council even becomes aware of the pending request.

Background

In 2019, the Planning Commission reviewed proposals involving encroachments into the City's rights-of-way. Through the review process of these proposals, some Planning Commissioners requested that the City Council re-evaluate the City's policy on encroachments. On October 23, 2019, as a result of an application to amend a plat for a property with structural encroachments into the right-of-way, the Planning Commission recommended that the City Council consider reviewing the City's overall encroachment policy ([Staff Report](#); Planning Commission Meeting Minutes, Exhibit A; [Audio](#)).

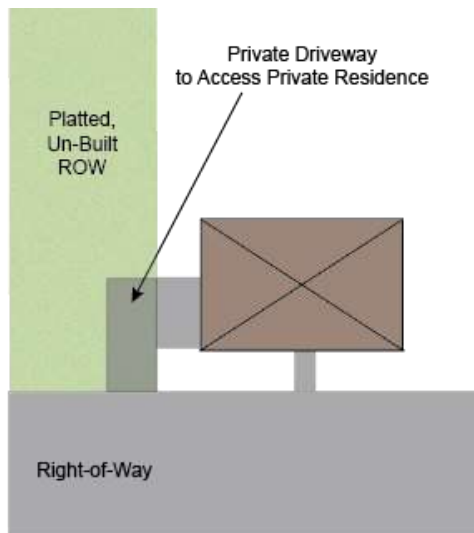
On December 5, 2019, City Council proposed that staff complete an inventory of existing encroachments and prepare information for Council's discussion and consideration in a work session (City Council Meeting Minutes, Exhibit B; [Audio](#)). Additionally, on December 19, 2019, the City Council heard a call-up of a Conditional Use Permit for a private driveway in the platted, un-built right-of-way and asked staff to return with a re-evaluation of the private driveway Conditional Use Permit section for Council's consideration (City Council Meeting Minutes, Exhibit C; [Audio](#)).

Staff is Researching Encroachments in Preparation for a Work Session with Council

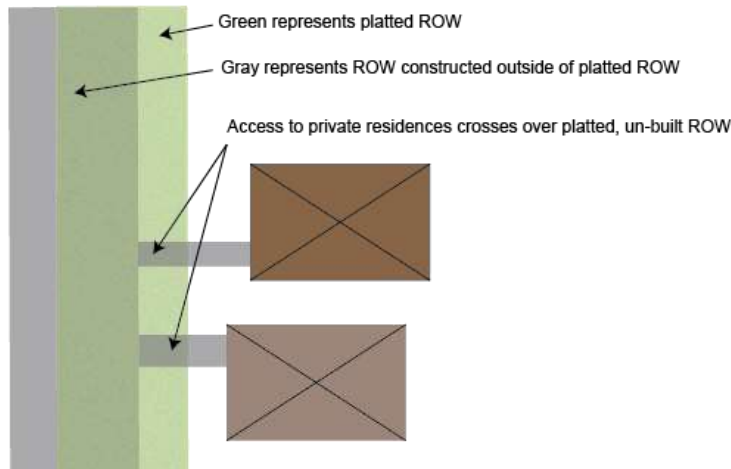
Based on Council direction, staff is compiling information on—and an inventory of—encroachments onto City rights-of-way. Staff is working to compile this information for a work session with the Council, likely to be scheduled in March.

As part of this research, Staff is looking into two different types of driveways within platted, un-built rights-of-way:

(1) Private driveways constructed in platted, un-built rights-of-way that provide access to a private structure:



(2) Private driveways constructed to access structures in circumstances where the right-of-way was built, but outside of the platted right-of-way:



Additionally, staff is looking into instances when private driveways and parking spaces encroach into the built rights-of-way.

Staff is also researching City authority regarding encroachments in the rights-of-way, prescriptive easements, dedications, and fee title to rights-of-way, and the potential for the City to lease rights-of-way for temporary private use.

As part of the City's research into encroachments within the rights-of-way, the Engineering Department created maps to show the location of existing platted, un-built

rights-of-way within City limits. Most platted, un-built rights-of-way are located in Old Town (Exhibit D).

Staff Proposes Repealing Land Management Code § 15-3-5

In the meantime, this staff report and proposed code amendment are limited to the repeal of Land Management Code [§ 15-3-5](#), *Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets*. Section 15-3-5 allows applicants to apply for a Conditional Use Permit to build a private driveway within platted, un-built right-of-way if the applicant meets certain standards regarding slope limitations, snow storage, pavement, parking impact mitigation, consideration of public utility and stair locations and plans, and engineering approval for snow-melt devices. Additionally, an applicant for a § 15-3-5 private driveway in the platted, un-built right-of-way must separately obtain an encroachment agreement and demonstrate that they can substantially mitigate impacts outlined in sixteen Conditional Use Permit criteria ([§ 15-1-10\(E\)](#)).

Staff proposes repealing Land Management Code § 15-3-5 while the Council re-evaluates City policy regarding encroachments into the rights-of-way. Staff will propose a new code as directed by City Council for Planning Commission review and recommendation for certain encroachments. In the meantime, the City Council retains the authority to grant encroachments on a case-by-case basis.

Analysis

The Council has jurisdiction and control over the rights-of-way, which exist for public use.

City Council has jurisdiction and control over the City's rights-of-way for public use.¹ State law defines *right-of-way* as "real property or an interest in real property, usually in a strip, acquired for or devoted to a highway."² A highway is defined by the state as "any public road, street, alley, lane, court, place, viaduct, tunnel, culvert, bridge, or structure laid out or erected for public use, or dedicated or abandoned to the public, or made public in an action for the partition of real property, including the entire area within the right-of-way."³

In the 1990s, the Land Management Code authorized the City Engineer to allow encroachments for partial parking stalls in the rights-of-way in the Historic Residential and Historic Residential Development Low-Density Zoning Districts, but this Code was repealed in 2000.

On March 5, 1992, the City Council adopted [Ordinance No. 92-7](#), which enacted Land Management Code § 7.1.4(e) and § 7.14.5 and gave the City Engineer authority to approve "a portion of the length of a code-required parking stall to be placed within the City right of way" within the Historic Residential and Historic Residential Development Low-Density Zoning Districts. Land Management Code § 7.1.4(e) (Exhibit E) and § 7.14.5 (Exhibit F) stated:

¹ Utah Code [§ 10-8-8](#); [§ 72-3-104\(3\)](#).

² Utah Code [§ 72-1-102\(19\)](#).

³ Utah Code [§ 72-1-2\(7\)](#).

It is in the City's policy to consider allowing a portion of the length of a code required parking stall to be placed within the City right of way, subject to the City Engineer's approval. The City Engineer shall consider the likelihood of future roadway changes, utilities, and any other health/safety considerations which may render parking in the right-of-way unacceptable.

In 2000, the City completed major amendments to the Land Management Code. On March 2, 2000, the City Council adopted [Ordinance No. 00-15](#), which repealed Land Management Code § 7.1 and § 7.14 and replaced these sections with Land Management Code § 15-2.1 and § 15-2.2 (Exhibit G). The section granting City Engineer authority to allow a portion of parking stalls to be placed in the right-of-way did not carry over with this change.

In 2000, the City Council enacted Land Management Code § 15-3-5, *Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets*. This Code authorizes the Planning Commission to approve a Conditional Use Permit for private driveways in the platted, un-built rights-of-way.

In 1998, the City Engineer wrote an internal memorandum for planning staff that outlined several requests to use the City rights-of-way to access private residences (Exhibit H). The City Engineer recommended that such requests go through a Conditional Use Permit process. The Engineer outlined eleven criteria recommended for consideration before allowing private driveway access to a private residence over a platted, un-built right-of-way.

On March 30, 2000, Council approved [Ordinance No. 00-25](#), *An Ordinance Approving a Comprehensive and Substantive Re-Write of the Land Management Code of Park City, Utah* (Exhibit I). This Ordinance enacted Land Management Code § 15-3-5, *Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets*. Section 15-3-5 includes eight of the 11 criteria proposed by the City Engineer in 1998:

The following standards apply to driveways within platted but un-built Streets.

- A. The driveway shall not exceed ten percent (10%) Slope.
- B. Adequate snow storage Area along the downhill side and/or end of the driveway shall be provided.
- C. The driveway must be paved with asphalt or concrete.
- D. The driveway must not pre-empt any existing physical parking, which may occur in the platted Street. If the platted Street has been improved to provide Public Parking, then any driveway proposal must replace such parking within new Public Parking of equal or better convenience and construct.

E. The driveway and related improvements such as retaining walls shall be designed and built to minimize present and future conflicts with public utilities and stairs.

F. The driveway construction requires a Conditional Use Permit, Section 15-1-10.

G. An encroachment permit for the driveway is required.

H. Private utilities, including snow melt devices, within the platted City Street require approval by the City Engineer.

After 2000, the only remaining code about encroachments into the public rights-of-way is Land Management Code § 15-3-5. Staff is in the process of further researching the process and policies that led to the code shift from City Engineering approval of a partial parking space in the rights-of-way to requiring a Conditional Use Permit for private driveways in platted, un-built rights-of-way.

To date, staff has identified two Conditional Use Permits the Planning Commission approved since Land Management Code § 15-3-5 was enacted in 2000.

On August 10, 2011, the Commission approved a Conditional Use Permit for a private driveway within the 3rd Street right-of-way to access a private garage for the Significant Historic Structure at 263 Park Avenue:



On July 23, 2014, the Commission granted a Conditional Use Permit to construct a private driveway in the platted, un-built Ridge Avenue right-of-way in order to provide access to 158, 162, and 166 Ridge Avenue, three lots within the King Ridge Estates Subdivision:



The encroachment agreements for these driveways state that the City may remove, relocate, replace, or destroy the driveway to make improvements to the right-of-way and the encroachment is revocable.

Resolution No. 8-98 may provide a foundation for an update to the City's policy and process for proposed private driveways in the platted, un-built rights-of-way

On July 9, 1998, City Council passed Resolution [8-98](#), *Resolution Adopting a Policy Statement Regarding the Vacation of Public Rights-of-Way within Park City, Utah*. This Resolution requires in part that proposals to vacate the right-of-way for private use and benefit must compensate the City for the loss of the right-of-way, dedicate open space, trails, or public access beyond what is required in code, and dedicate any other public amenity deemed to be in the best interest of Park City's citizens. Establishing similar requirements for property owners proposing to use the public right-of-way for private use could help protect the public interest.

Repeal of Land Management Code § 15-3-5

Staff proposes repealing Land Management Code § 15-3-5. Staff will continue to prepare information for the Council's consideration in a work session and will propose new code for private driveways in the platted, un-built rights-of-way based on Council's direction. In the meantime, the City Council retains the authority to grant encroachments on a case-by-case basis. Additionally, property owners requesting use of the right-of-way for private property access may petition the City to vacate the right-of-way.

Process

Land Management Code amendments require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction.⁴

Department Review

The Legal, Engineering, and Planning Departments reviewed this report.

⁴ Land Management Code [§ 15-1-18](#).

Notice

Staff posted notice on January 2, 2020. The *Park Record* and the Utah Public Notice website published notice on January 4, 2020.

Public Input

No public input was received.

Recommendation

The Planning Department requests that the City Council review the proposed Land Management Code amendment, open a public hearing, and consider repealing Land Management Code § 15-3-5, *Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets*.

Exhibits

Attached – Ordinance 2020-12

Exhibit A: October 23, 2019 Planning Commission Meeting Minutes

Exhibit B: December 5, 2019 City Council Meeting Minutes

Exhibit C: December 19, 2019 City Council Meeting Minutes

Exhibit D: Platted, Unbuilt Rights-of-Way in Old Town

Exhibit E: 1994 Land Management Code Chapter 7.1

Exhibit F: 1994 Land Management Code Chapter 7.14

Exhibit G: Ordinance No. 00-15

Exhibit H: 1998 City Engineer Memo

Exhibit I: Ordinance No. 00-25

Ordinance No. 2020-12

**AN ORDINANCE REPEALING LAND MANAGEMENT CODE § 15-3-5,
DRIVEWAY STANDARDS FOR PRIVATE DRIVEWAYS WITHIN PLATTED, UNBUILT
CITY STREETS**

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;

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 City residents and visitors;

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address updates to City planning and zoning policy; to address specific Land Management Code issues raised by Staff, the Planning Commission, and the City Council; and to align the Code with the Council's policies and goals;

WHEREAS, City Council has jurisdiction and control of the City rights-of-way and Council is re-evaluating City policy on private encroachment onto and use of City rights-of-way;

WHEREAS, Land Management Code § 15-3-5, *Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets* is repealed while the City Council determines whether there are instances when the Planning Commission may approve private use of the platted, un-built rights-of-way;

WHEREAS, the Planning Commission duly noticed and conducted a public hearing on January 22, 2020, and forwarded a positive recommendation to City Council;

WHEREAS, the City Council duly noticed and conducted a public hearing on February 6, 2020; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah, to repeal Land Management Code § 15-3-5, *Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets* to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and to maintain the quality of life for its residents and visitors.

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

SECTION 1. REPEAL OF LAND MANAGEMENT CODE § 15-3-5, *Driveway Standards For Private Driveways Within Platted, Unbuilt City Streets*. The recitals above are incorporated herein as findings of fact. Section 15-3-5 of the Land Management Code of Park City is hereby repealed (Exhibit A).

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

PASSED AND ADOPTED this 6th day of February, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibit A:

~~15-3-5 Driveway Standards For Private Driveways Within Platted, Unbuilt City Streets~~

~~The following standards apply to driveways within platted but un-built Streets.~~

- ~~A. The driveway shall not exceed ten percent (10%) Slope.~~
- ~~B. Adequate snow storage Area along the downhill side and/or end of the driveway shall be provided.~~
- ~~C. The driveway must be paved with asphalt or concrete.~~
- ~~D. The driveway must not pre-empt any existing physical parking, which may occur in the platted Street. If the platted Street has been improved to provide Public Parking, then any driveway proposal must replace such parking with new Public Parking of equal or better convenience and construction.~~
- ~~E. The driveway and related improvements such as retaining walls shall be designed and built to minimize present and future conflicts with public utilities and stairs.~~
- ~~F. The driveway construction requires a Conditional Use permit, Section 15-1-10.~~
- ~~G. An encroachment permit for the driveway is required.~~
- ~~H. Private utilities, including snow melt devices, within the platted City Street require approval by the City Engineer.~~

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

8.A. 245 Woodside Avenue – Plat Amendment – Proposal to Remove an Interior Lot Line to Create One (1) Lot of Record 2,812 square feet in size.
(Application PL-19-04209).

Planner Liz Jackson reviewed the application for a plat amendment at 245 Woodside Avenue. She clarified that even though the Staff was recommending a positive recommendation to the City Council, certain aspects of the lot needed to be considered. The structure is currently being used as a duplex. There is a deck that extends into the right-of-way, a setback that is less than what is allowed per the zone, stairs that goes into the right-of-way, walls that exceed 6' in height, and a parking area that is not entirely within the property and extends into the right-of-way. Planner Jackson stated that an encroachment agreement exists for a concrete area for the stairs.

The Staff found good cause for the plat amendment; however, they want to be careful about the encroachments on the site.

Planner Jackson stated that per a letter attached as an exhibit in the Staff report, a duplex was deemed as the original use allowed by the zone at that time.

The Staff recommended that the Planning Commission review the application and conduct a public hearing for the 245 Woodside Avenue plat amendment, and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Justin Keys, legal Counsel for the applicant, was present to answer questions.

Vice-Chair Suesser clarified that the Staff was recommending that the northern stairs be removed. Planner Jackson explained that the encroachments must be removed or brought into compliance with the Code. Another option would be to enter into an encroachment agreement with the City Engineer since the stairs extend into the right-of-way.

Commissioner Sletten referred to Exhibit B, a letter from the applicant, and noted that the letter states one lot of record for this single-family residence; however, the Staff report refers to a duplex. Planner Jackson remarked that there could possibly be development in the future, but the intent is to continue to use the structure as a duplex.

Commissioner Sletten stated that if the plat amendment were to be approved this evening and no action is taken within one year, whether it could continue to be used as it currently exists without any modifications, or the plat amendment is not recorded.

Director Erickson explained that the Planning Commission was making a recommendation to the City Council. If there is no action on the plat within one year, the applicant would need to request that the City Council extend the approval. Director Erickson stated that the plat amendment was conditioned such that all of the encroachments need to be resolved prior to the plat being acted on by the City Council or before plat recordation. Director Erickson remarked that if the Planning Commission was the final action, the Staff would not be moving forward until the encroachments were resolved. However, this was only a plat amendment to remove the lot line through the kitchen, and the other actions need to be resolved.

Director Erickson pointed out that the applicant has the option to scrape this building and build a structure consistent with the Code. If the applicant chooses to resolve the encroachments, they need to negotiate with various agencies and the City Council; and that needs to be done before the City Council will allow recordation. Commissioner Sletten asked if nothing was done and the plat amendment expired, whether the applicant would be able to continue using the property as it currently exists. Director Erickson answered yes.

Vice-Chair Suesser asked wanted to know how the parking was presently being used, the number of parking spaces required for this building, and whether they were currently parking within the right-of-way. Planner Jackson stated that as currently laid out, a small portion of parking is within the property lines. The majority of parking goes into the right-of-way. Without evidence of an approved permit regarding the parking area, the Staff calculated four parking spaces for a duplex. At the time of the original approval, the plans for a two-family dwelling or a duplex required two parking spaces. The Staff would be comfortable with the original two-space requirement since the four parking space scenario cannot not be reached.

City Attorney Harrington explained that the applicant was very limited in the continued use because of the non-conforming nature. It only allows internal remodel and no expansion of floor area or anything that creates the expansion of the degree of non-conformity. Anything that creates additional parking requirement, floor area, rental, etc. would be further limited. Mr. Harrington remarked that the City would be free to notice the encroachments at any time.

Vice-Chair Suesser asked Planner Jackson to pull up the survey showing the layout of the property and the encroachments into the right-of-way. Planner Jackson indicated Lot 11 and Lot 12 and the lot line that was being removed.

Vice-Chair Suesser understood that the Planning Commission was addressing the plat amendment, but they were not looking to place conditions requiring the applicant to enter into an encroachment agreement or to remove the encroachments.

Commissioner Sletten understood from the Staff report that approval of the plat amendment was subject to the encroachments being resolved prior to recordation of the plat. Planner Jackson clarified that if approved, the applicant could move forward with the plat amendment, but the encroachments would need to be addressed. That was stipulated in Condition of Approval #3.

Commissioner Hall asked if it was standard to do an either/or within a condition of approval; such as saying that the encroachments must be removed or there must be an encroachment agreement. City Attorney Harrington answered yes. He explained that the intent is to remedy the non-compliance and it can be done either way. No one gets prescriptive rights against the City. Therefore, the City needs to give permission for the encroachment to remain or the encroachment must be removed. Mr. Harrington explained that there was an existing encroachment agreement for one portion of the stairway, but for whatever reason, there was not one for the rest of the encroachments. These are revocable encroachment permits that temporarily allow the use until the City needs the right-of-way. Commissioner Hall read, "...before any work on the encroachments can begin". Mr. Harrington replied that the applicant cannot do any work until the plat is recorded and the plat cannot be recorded until the encroachments are resolved.

Commissioner Hall referred to Condition of Approval #4 which talks about the existing duplex use and the reasons why it is not in compliance with the duplex use. She understood from the language that the applicant can use the existing use as a duplex, but any deviation, expansion, or demolition of the existing structure is not allowed. Commissioner Hall thought that was the reason for doing this plat amendment process. City Attorney Harrington stated that this process does not cure the non-conforming status of the structural elements. The applicant is still bound by the Non-Conforming Chapter of the LMC. The Condition is precise and mirrors and further defines some of the triggers in the Code for existing non-conforming structures. He thought they could eliminate the language and reference the appropriate LMC Chapter; however, the Staff preferred the language because it puts all the regulations in one place and the next planner would not have to do the same research again. The intent was to make it clear for the owner's perspective and for future Staff that if those triggers are met the use

goes away because of the non-conforming issues. Mr. Harrington clarified that a further declaration of non-conforming rights needs to be done through a separate application process, and that was not being done here. That was the reason why the condition did not reference exactly what is or is not conforming. It only sets the baseline trigger that if 50% of the structure is demolished or there are major alterations, anything new must be in compliance. Commissioner Hall was confused because one sentence in the Condition said "any" and another sentence said, "50% of the floor area". Mr. Harrington replied that the sentences addresses two different circumstances. They were not meant to read the same or to qualify each other. He suggested that they could make the last sentence its own condition of approval for clarity; or they could leave it in Condition 4 and add "pursuant to Chapter 15-9-5 of the LMC".

City Attorney Harrington clarified that the Staff found good cause for the plat amendment because the Building Department cannot issue any building permit for the existing structure with the lot line through the middle of the house. Vice-Chair Suesser pointed out that the plat amendment was conditioned on either removing the encroachments or entering into an encroachment agreement before the plat could be recorded. Therefore, the Planning Commission was contemplating what the applicant should or should not do with the encroachments because it was a condition of approving the plat to remove the lot line. Mr. Harrington answered yes.

Vice-Chair wanted to know the good cause for allowing the applicant to keep the encroachments and enter into an encroachment agreement. She thought that would set a precedent for allowing people to build non-conforming structures in the City and then enter into an encroachment agreement; rather than to remove it because it was built improperly on the property. City Attorney Harrington stated that if it was in a time situation that was contemporaneous, that would be true. However, in a situation where the encroachment has existed for 25 years, there is no direct correlation between motive and forgiveness. This property has been through one compliance and the last round of encroachments were done the same way. The owner was forced to abandon the triplex and go back to a duplex. It was unclear why the rest of the encroachments were not addressed. The Staff searched for as many details as they could find and felt comfortable enough that the duplex was confirmed. The City was trying to clean up things as they come through because plat amendments and lot line adjustments were not required until the 1990s.

City Attorney Harrington stated that the Planning Commission has the purview to identify harm or a Code problem or impact with encroachments, but the trade-off for non-conforming structures is to tear them down and build a much larger structure.

Justin Keys, representing the applicant, agreed with City Attorney Harrington. He stated that this was not malfeasance on the part of his client. The building was built in 1974. His client purchased the property in 2004 and these same encroachments existed at that time. Mr. Keys remarked that this is a reality that everyone deals with in Old Town Park City. He pointed out that the request this evening was simply to vacate the property line through the middle of the lot so they can begin to discuss the steps to bring this property into compliance through an encroachment agreement or a combination of encroachment agreement; and possibly remove some of the encroachments.

Mr. Keys encouraged the Planning Commission to look at this in the context of the entirety of time. It has been operated as a duplex for decades and provides a need in the community for reasonable affordable housing. Mr. Keys stated that his client has been working on this for over a year and they were trying to be responsible and move forward. They have already requested meetings with the City to work out an encroachment agreement and a plan to address these legitimate concerns. However, they cannot take that step until the plat amendment is approved to remove the lot line.

Commissioner Sletten asked if an architectural firm was engaged in the process. Mr. Keys answered yes.

Commissioner Kenworthy asked if the applicant had a solution in mind for the southernmost staircase. Mr. Keys stated that the applicant would prefer to move that staircase up against the home, as proposed by the architect, to bring it completely within the lot boundary. He explained that the northern staircase is the focus of the 2010 encroachment agreement, and that staircase needs to remain because it is a fire escape and access for the upper unit. Commissioner Kenworthy understood from Mr. Keys that the southern staircase was not built in the last 10 years. Mr. Keys replied that his understanding was that it was all there when the remodel was done in 2010.

Vice-Chair Suesser opened the public hearing.

There were no comments.

Vice-Chair Suesser closed the public hearing.

Vice-Chair Suesser asked Commissioner Kenworthy to comment on the parking since he owns a home in the neighborhood. Commissioner Kenworthy replied that Woodside is under parked and there are issues in a heavy snow load year. Several homes do not have garages. He saw the house being remodeled and the staircases going in over the last decade. It was easy to notice how the staircase came right into the street. He

stated that the staircase does cause problems and takes away parking on the street. However, he was unsure how that could be resolved. Commissioner Kenworthy appreciated the workforce housing. He wanted to see this process move forward so these issues could be cleaned-up. Commissioner Kenworthy felt that if the Planning Commission forwarded this application to the City Council this evening, there would be better options to clean it up.

Vice-Chair Suesser was confused about the process. She understood that the applicant would be required to enter into an encroachment agreement, but the Planning Commission was not able to see a draft encroachment agreement or know how the agreement would be drafted. She asked if that would come back to the Planning Commission once it is drafted. City Attorney Harrington replied that it would not come back to the Planning Commission because it is a City Engineer and/or City Council decision. Vice-Chair Suesser remarked that the Planning Commission has seen proposed encroachment agreements on other applications in the past. Mr. Harrington stated that depending on what the applicant proposes, it may or may not come back to the Planning Commission. They will see it if it comes back for a conditional use permit. The existing encroachment agreements for the sod work, concrete and the steps were done through the City Engineer. Anything structural goes to the City Council.

Vice-Chair Suesser clarified that if the Planning Commission approves the lot line removal, conditioned on the applicant entering an encroachment agreement or removing the encroachments, there is no way to know if the encroachment agreement will clean up the staircase from coming so close to the road. She understood that the applicant could enter into an encroachment agreement with the City that makes the staircase into the right-of-way permissible. City Attorney Harrington replied that the City Engineer would have the authority to make that determination. Vice-Chair Suesser wanted it clear that the Planning Commission has no way of knowing whether the issues would be cleaned up. She asked if the Planning Commission had the purview to condition approval of removing the lot line on specifics related to the encroachments. Mr. Harrington stated that unless there is a Code basis in terms of what they were trying to determine, the Planning Commission could recommend that the City Council be the final decision maker rather than the City Engineer if they have policy concerns, such as whether temporary use of the right-of-way should be permitted.

Vice-Chair Suesser clarified that the City currently does not have a City Engineer and she thought that was a concerning circumstance. Director Erickson reported that a City Engineer will be on Staff by the end of November.

Commissioner Kenworthy noted that the neighbor adjacent to 245 Woodside has two lots. One is a lot with a jacuzzi on top, and then a green and purple house. There is a

buildable lot in between owned by the same neighbor. Mr. Keys agreed there was space in between, but he could not verify that it was a buildable lot. Commissioner Kenworthy stated that personally, if he owned the lot next door and he would be concerned that this would have a negative effect on building on that lot. The staircase intrudes into the right-of-way, but it also affects the other neighbor. Mr. Keys noted that the staircase is within the setback. He had seen black and white photos that show a similar staircase coming down. It was an older wooden style staircase that was there before the staircase was reconstructed in 2010. It is the same access point being used in the same way, which is why it was approved in 2010 as a continued use.

Commissioner Sletten stated that he had confidence in the City Council and he thought the new City Engineer would of sufficient caliber to correct these items properly going forward. Commissioner Sletten was prepared to recommend approval; however, he understood the other concerns that were mentioned.

Commissioner Kenworthy wanted a condition requiring the staircase encroachment to be fixed upon recording the plat. He thought the staircase came further out after the remodel than where it was before. He believed the applicant could change the staircase and still negatively affect the neighboring project if his neighbor decided to build. Commissioner Kenworthy was very supportive of the use and did not want that to change. He was comfortable with the amount of parking because there are many homes on Woodside without any parking. He wanted the encroachment to be fixed to some degree.

Vice-Chair Suesser asked Commissioner Kenworthy if he was was saying that the staircase was no wider than it was previously, or that it is not within the setback or the right-of-way. She asked him to clarify what he meant by "fixed". Commissioner Kenworthy replied that previously it was still an encroachment, but it was brought further out to the road when they did the remodel.

Commissioner Hall thought much of the discussion circled around the staircase and less on the existing retaining walls, paved parking, or the northern side of the property. She suggested that they could leave Condition #3 as written in the Staff report; and add a separate condition of approval that talks about the staircase.

Director Erickson recommended deleting the reference to the northern stairs and make it both stairs. He believed that would resolve the question of the north or the south stairs. Director Erickson stated that the Planning Commission could consider the recommendation of the City Attorney and the Vice-Chair with respect to having the City Council review those encroachments, as opposed to only the City Engineer.

Commissioner Hall asked if they could include in the condition a requirement to look back to the original stairs to see if it was changed in 2010. City Attorney Harrington replied that the Planning Commission could make a recommendation to the City Council that prior to approving the encroachment agreement, that they look at lessening the degree of the encroachment of the south stair.

Commissioner Kenworthy was comfortable addressing it in a recommendation to the City Council. He also hoped there would be a major cleanup on everything in the road. The Commissioners concurred. Commissioner Kenworthy believed approving the plat amendment would allow that process to occur.

Vice-Chair Suesser asked if they should put something in the conditions of approval informing the City Council of their concerns about setting a precedent regarding encroachments. Director Erickson clarified that a plat amendment is a legislative administrative act that needs to take place before anything else can be done. The plat amendment needs to be approved before they can address the encroachments. He stated that they could revise Condition #3 to recommend the City Council review these encroachments on this particular lot. The Planning Commission could also add commentary in the motion stating that the Planning Commission would like the City Council to review additional encroachments into the City rights-of-way and develop additional policy.

Commissioner Sletten thought it was far reaching to suggest all encroachments into the City rights-of-way. City Attorney Harrington stated that it could be segregated from the motion as a separate recommendation. The Planning Commission could also designate one Commissioner to attend the City Council meeting to explain their ongoing concerns and request that the Council schedule a Work Session on the encroachment issues.

Commissioner Sletten asked if this was an issue the City Council was already discussing. Director Erickson stated that as part of the ongoing considerations of parking the Historic District, the City Council is considering how these condominiums and duplexes from the 1980s were allowed to pull straight in off the street and take up City rights-of-way to park. As part of the parking program, the City Council was looking at additional restrictions on all of these units. Director Erickson clarified that it was under consideration with the City Council and the Planning Department as part of the Old Town Parking Management Plan.

City Attorney Harrington clarified that the City Council was not discussing structural encroachments. The Council was looking at a parking management. It is a related discussion, but at this point it was not a pointed concern. Mr. Harrington thought the Planning Commission would be wise to raise that concern directly.

Vice-Chair Suesser questioned why this was being considered as a policy discussion for the City Council. She did not understand why they were not looking at the renovated staircase that protrudes further into the right-of-way and causes concern. City Attorney Harrington replied that they were not looking at it because there was nothing they could do. The encroachment can continue unless the City Council directs the owner to remove the stairs. It is a policy determination to decide whether to allow people to temporarily use unbuilt street rights-of-way. Mr. Harrington stated that it has been framed through case law as a legislative determination; whether it be vacating, giving it back to the two property owners, or allowing temporary encroachments in future planning, and it is a delicate balance. He explained that if this was a CUP application the Planning Commission could consider it based on CUP criteria. However, at this time, the only application before the Planning Commission is to remove the lot line. There is no other land use application for site planning, design review, or anything related to Code authority. Before removing the lot line, the Planning Commission needs to make a Finding that the new lot lines comply with the Code. In order to do that, the encroachments either need to be removed or granted.

Commissioner Hall believe the City had the authority within the previous encroachment agreement to revoke the encroachment at any time and could require the stairs to be removed at any time. City Attorney Harrington replied that she was correct; but it would be a policy decision and it could not be done randomly.

Commissioner Sletten pointed out that if the City starts to eliminate those types of stairways, they will no longer get applications for improvements in Old Town. Commissioner Hall clarified that she was not suggesting that the City should remove the stairs. From a function standpoint, she thought the Planning Commission should approve the plat amendment and let the City Council proceed with how best to move forward with this specific application, knowing that there is an encroachment agreement that gives the City a lot of lateral.

Commissioner Kenworthy noted that there is two-car parking and extra footage. He suggested that the applicant could put a platform where the stairs come out and go down and back to the building. Mr. Keys understood that Commissioner Kenworthy was talking about putting a platform halfway down the southern staircase that comes back towards the building. Commissioner Kenworthy stated that there would be a landing, then out four feet, and then back towards the building. He believed that would reduce a significant amount of the encroachment and not interfere with parking two cars. Mr. Keys stated that the applicant was hoping to reconfigure the parking to allow for three cars. However, they were willing to consider other options. Mr. Keys

emphasized that they cannot have any of those discussions until the plat amendment is approved to remove the lot line.

City Attorney Harrington and the Commissioners discussed changes to Condition #3 and Condition #4 to reflect the discussion this evening.

Vice-Chair Suesser stated that the Planning Commission would approve the plat amendment and approve the language to either remove the encroachments or enter into an encroachment agreement. That will move forward to the City Council, but there was not much concern about how the encroachment agreement would read. She was concerned that if the Planning Commission made a separate motion recommending that the City Council consider reviewing the encroachment policy, particularly in Old Town, that those concerns might not be connected with this application.

Commissioner Hall was prepared to make a motion and she was not opposed to combining both recommendations into one motion.

Mr. Keys asked if the Commissioners were suggesting adding a condition of approval that the City Council consider encroachment agreements generally or specifically. He wanted to know how it would apply to this project. City Attorney Harrington explained that the Planning Commission would be making a separate recommendation that did not apply to this specific application. However, in addition to the encroachment language the City Council would be considering with this approval, the Planning Commission was also recommending that the City Council take a broader look at encroachment agreements in general.

Commissioner Sletten thought it was important to be clear that the City Council did not need to make a decision on encroachments in general prior to or in conjunction with their decision on this plat amendment. He thought the condition of approval was too broad to be applied to this particular application. City Attorney Harrington stated that the Planning Commission could either make the language clearer to avoid that perception; or they could include that language in a separate motion after they vote on the plat amendment.

Commissioner Hall asked if the Staff could include the encroachment agreement as a proposed attachment to the Planning Commission recommendation. Mr. Harrington answered yes; however, he did not believe that would address Commissioner Suesser's concern. He clarified that the applicant cannot make any improvements or do any remodeling, other than internal, without reducing the degree of non-conformity.

Vice-Suesser clarified that Commissioner Kenworthy had also expressed concerns about wanting to clean up the encroachments as the application proceeds. Commissioner Kenworthy stated that if the applicant adds the landing and reverses the staircase towards the building underneath the deck, there would be room for a truck. Mr. Keys appreciated the input and Commissioner Kenworthy's experience in the area. Mr. Keys preferred to have the condition be in a separate motion to avoid any confusion about tying this plat amendment application to a broader policy discussion.

Vice-Chair Suesser suggested revising Condition #3 to read, "...or enter into an encroachment agreement with the City that includes these encroachments conditioned as the City Council deems appropriate". She thought it would give the City Council guidance regarding the concerns discussed this evening.

MOTION: Commissioner Hall moved to forward a POSITIVE recommendation to the City Council for 245 Woodside Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft Ordinance, and as amended with revisions to Conditions of Approval 3 and 4.

The Planning Commission also recommends that the City Council review the overall Encroachment Agreement review process, specifically in Park City's Historic Districts. Planning Commission suggests that the City Council consider reviewing and acting as the determining body for Encroachment Agreements within these Districts, in addition to the City Engineer's review and approval. This is a separate recommendation from this Plat Amendment application.

Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 245 Woodside

1. The Site is located at 245 Woodside Avenue.
2. The Site is within the Historic Residential-1 District.
3. The subject Site consists of the northern half of Lot 11 and all of Lot 12, Block 31, within Park City Survey.
4. The proposed Plat Amendment creates one (1) Lot from one and a half (1½) Old Town Lots.
5. The applicant is proposing to remove the interior Lot line between Lot 11 and Lot 12, Block 31, within Park City Survey to create one (1) Lot. The interior Lot line currently bisects the Duplex Dwelling.
6. The minimum Lot size within the Historic Residential-1 District is 1,875 square feet

and 3,750 square feet for a Duplex Dwelling.

7. The proposed Lot size is 2,812 square feet. This does not meet the requirements for a Duplex Dwelling.

8. The minimum Lot width within the Historic Residential-1 District is twenty-five feet (25').

9. The proposed Lot width is thirty-seven and half feet (37.5').

10. At the time of its construction, the site was located in the Residential-1 Zoning District. The project complied with the following:

a. Required Rear Setbacks of 10 feet; complied with a Rear Yard of 28.3 feet, measured.

b. Required Building Height of 35 feet; complied with a gable roof at 24 feet and 4 inches, as measured.

11. At the time of its construction, the site did not comply with the following:

a. Required Lot Width of 37.5 feet, measured 20 feet back from the Front Lot Line; did not comply as the Structure was built over a 25' wide Lot (Lot 12) and a 12.5' Lot (Lot 11, north half). The Lots together did total 37.5' at this time, but were not actually combined.

b. Required Lot Size of 3,000 square feet; did not comply as the Lot size would have been 1,875 square feet for Lot 12 and the north half of Lot 11 would have been 937.5 square feet. Combined, the Lots would have been about 2,812 square feet and would not have complied.

c. Required Side Yard Setbacks of 5 feet; did not comply with 3 foot setbacks along the north and south property lines. This is according to the 2010 Building Permit Existing Site Plan showing a Side Setback (north) of approximately 1.75 feet. The south Side Setback is 3 feet on this plan.

d. Required Front Setback of 20 feet; did not comply with a Front Setback of 9 feet.

12. Staff believes the Structure was originally built as a Duplex, based on the 1983 Planning Department Determination Letter (Attachment 1). It is undetermined whether the house originally abided by Front and Side Setback requirements, and parking requirements of two (2) parking spaces for a Duplex Dwelling, of the R-1 Zoning District without building plans.

13. In 1976, the Site was rezoned to the Historic Residential-1 (HR-1) Zoning District. The building complies the current HR-1 Zone Height of 27 feet and the Maximum Building Footprint of 1200.5 for the proposed Lot size of 2,812 square feet, per the proposed Plat Amendment. It also complies with the Rear (10 feet) and Side (south Side, 3 feet) setbacks; however, it does not comply with the required Lot Size for a Duplex Use of 3,750, or the Front Setback of 10 feet or Side (north) Setback of 3 feet.

14. As the Site is currently configured in the Front Yard area (east), with a parking area of 225 square feet (9 feet deep by 25 feet wide within the property lines),

this site would not be able to accommodate the required 4 parking spaces for a Duplex per LMC 15-3-6.

15. In 2010, two (2) Building Permits were approved to 1) remodel the Structure from a Triplex to a Duplex (BD-10-15955) and 2) repair and add to the existing Front (east) decks, Side landings (south), and stairs (south), and add a Rear Yard deck (BD-10-15565).

16. The Planning Director has made a determination that the existing Duplex Dwelling located at 245 Woodside Avenue does not comply with current Land Management Code requirements for a legal Non-complying Structure due to the encroachments in the Front and Side Setbacks, the lack of required parking for a Duplex Use, and the evidence on record related to this property; however, the Duplex Use was allowed in 1974, per the 1968 enacted Zoning Code at the time, and our records indicate that in 1983 the Planning Department issued a letter acknowledging that the use was originally a Duplex Dwelling. There are two (2) sets of stairs on this Site that encroach onto the Woodside Avenue public Right-of-Way. The stairs along the southern property line have an existing Encroachment Agreement, recorded with Summit County as Entry No. 00919262.

17. There is a deck on this Site that encroaches into the Woodside Avenue public Right-of-Way. The deck currently projects 9 feet, as measured, from the main Structure into the Front Setback, but also projects 5 feet, as measured, past the Front property line into the Right-of-Way. It is also 27.08 feet wide, as measured. The HR-1 Zone allowed for decks to be 10 feet wide and project into the Front Setback by 3 feet. The current deck configuration exceeds this requirement. Staff believes this was permitted as the deck was existing and the dimensions were not changing per the permit's (BD-10-15565) plans.

18. All findings within the Analysis section and the recitals above are incorporated herein as Findings of Fact.

Conclusions of Law – 245 Woodside

1. There is good cause for this Plat Amendment. Although the Site currently has multiple aspects that do not conform with the Land Management Code, a Plat Amendment will prepare the property for future development by removing a bisecting Lot Line that is crossing through existing Structures. The non-complying aspects of the Site will not be allowed to be expanded.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Lot combinations. The Plat Amendment does not modify any of the other existing building or lot conditions.
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 – 245 Woodside

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. Prior to Plat recordation, the applicant shall either remove the existing deck, retaining walls, paved Parking Area, and stairs (both sets) encroachments from the City Right-of-Way, or enter into an Encroachment Agreement with the City that includes these encroachments conditioned as the City Council deems appropriate. The Applicant is responsible of securing appropriate City approvals and permits before any work on the encroachments can begin. The City Council review and approval of the Encroachment Agreement for this 245 Woodside Plat Amendment application, in addition to the City Engineer, will be required.
4. The Applicant may repair or maintain the existing Structure provided that such repair or maintenance shall neither create any new non-compliance nor shall increase the degree of the existing non-compliances with the LMC. The Applicant may maintain and remodel the existing Duplex Dwelling. Should the more than 50% of the Gross Floor Area of the Structure be demolished, the Structure shall be brought into compliance with the Land Management Code at the time of application. As this site does not meet the minimum Lot Size requirements for a Duplex Dwelling, the Use will also need to be brought into compliance with the LMC at the time of application. The Applicant may maintain the existing Use of the site as a Duplex, but any deviation, expansion, or demolition of the existing Structure from this Use will need to come into compliance with the requirements of the HR-1 Zoning District at the time of the application. This is pursuant to LMC 15-9-5.
5. Any future development will need to come into compliance with the Land Management Code and Historic District Design Guidelines in effect at the time of application.
6. Residential fire sprinklers are required for all new construction per requirements of the Chief Building Official, and shall be noted on the plat.
7. Ten foot (10') public snow storage easement shall be granted along the Woodside Avenue Right-of-Way.

The Planning Commission Meeting adjourned at 6:55 p.m.

Approved by Planning Commission: _____

APPROVED 11.13.19

Council Member Gerber stated that after having had the discussion she favored moving forward. Council Member Joyce liked the expanded booths, but the City services were beyond what the contract covered. Diersen summarized there was support for staff to further explore the operational details of freeing the festival and staff would bring the details back to Council in February.

VII) NEW BUSINESS

1. Consideration to Approve Ordinance No. 2019-57, an Ordinance Approving the Little Maggie Subdivision Located at 57 and 59 Prospect Avenue, Park City, Utah:

Bruce Erickson, Planning Director, presented this item. Council Member Worel asked how the Planning Commission voted, to which Barhorst responded they voted unanimous and no conditions were amended.

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

Council Member Ware Peek moved to approve Ordinance 2019-57, an ordinance approving the Little Maggie Subdivision located at 57 and 59 Prospect Avenue, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

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

2. Consideration to Continue an Ordinance Approving the Lilac Hill East Subdivision Plat, Located at 622, 652, and 660 Rossie Hill Drive, Park City, Utah:

Bruce Erickson indicated this item would be continued while details were worked through.

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

Council Member Ware Peek moved to continue an ordinance approving the Lilac Hill East Subdivision Plat, located at 622, 652, and 660 Rossie Hill Drive, Park City, Utah, to January 9, 2020. Council Member Henney seconded the motion.

RESULT: CONTINUED TO JANUARY 9, 2020

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

3. Consideration to Approve Ordinance 2019-60, an Ordinance Approving the 245 Woodside Plat, Located at 245 Woodside Avenue, Park City, Utah:

Liz Jackson, Planner, presented this item and stated this plat would remove a lot line through the property. There was an encroachment and that would come before Council at a future date.

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

Council Member Gerber asked if the building would continue as a duplex, to which Jackson responded affirmatively. Council Member Gerber asked if Council could require one unit be occupied year round. It was indicated that could not be a requirement. Council Member Worel stated the letter indicated it was a single family residence. Jackson indicated it was later disclosed it would continue as a duplex. Justin Keyes, attorney, indicated the property was always used as a multifamily property, but in 2010 it was reduced to a duplex. The building was partly in the City right-of-way and all the encroachments couldn't be removed, but the owner was trying to mitigate as much as possible.

Council Member Henney thanked Planning Commission for requesting a discussion on encroachments. This was an interesting topic and needed to be addressed. Council Member Joyce thought a broad discussion needed to take place, and asked if it was common to have buildings in the right-of-way. Erickson gave examples of driveways and parking lots in rights-of-way.

Council Member Ware Peek moved to approve Ordinance 2019-60, an ordinance approving the 245 Woodside Plat, located at 245 Woodside Avenue, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

4. Consideration to Approve Ordinance 2019-61, an Ordinance Approving the Lift Lodge at Town Lift, Second Amended Plat Located at 875 Main Street, Park City, Utah:

Hannah Tyler, Senior Planner, presented this item and indicated the walls would be moved, but the overall number of units would not change.

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

Council Member Ware Peek moved to approve Ordinance 2019-61, an ordinance approving the Lift Lodge at Town Lift, Second Amended Plat located at 875 Main Street, Park City, Utah. Council Member Henney seconded the motion.

amendment would also allow for pharmacies in certain districts throughout the City. Main Street parks would be defined in order to protect Main Street from these locations. This would create a 200 foot buffer on Historic Main Street.

Mayor Beerman was concerned about defining the parks, and thought the state legislature might combine the requirements with the liquor laws, which would bind the City from adding bars or restaurants. Ward indicated the definition was added to the overlay zone in order to show that it was intended for medical cannabis only. Council Member Gerber asked if this could be addressed through vertical zoning. Ward thought the proposed ordinance addressed it sufficiently. Council Member Ware Peek asked why a cannabis pharmacy was allowed in Park City Heights. Ward stated Park City Heights was protected as a Primary Residential zone, but a pharmacy could be located north of SR248 on the medical campus. Council Member Worel asked about zoning in Bonanza Park. Bruce Erickson stated it was a general commercial area so a pharmacy could go in at that location.

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

Council Member Ware Peek moved to approve Ordinance 2019-64, an ordinance amending Land Management Code § 15-1-11(E) to outline medical cannabis administrative permit requirements; adopting LMC § 15-2.25 to create a Medical Cannabis Production Establishment Light Industrial/Agricultural Overlay Zone; adopting LMC § 15-2.25-1(B) to define Main Street parks as they relate to medical cannabis locations; and amending § 15-15-1 and § 15-15-2 to define medical cannabis pharmacy, medical cannabis production establishment, and Primarily Residential Zoning District. Council Member Henney seconded the motion.

RESULT: APPROVED

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

6. Call-Up of a Conditional Use Permit for a Private Driveway within a Platted, Unbuilt City Street, Located at 901 Woodside Avenue, Park City, Utah:

Caitlyn Barhorst, Historic Preservation Planner, distributed public comments that were received after the packet was published. She reviewed that the Historic Preservation Board approved the panelization of the historic house, and the Planning Commission approved this three times and then it failed in a three to three split vote the fourth time. She reviewed the history of the house and noted this house was very unique and designated a Landmark site. Of the 186 Landmark structures, 10 had a garage level space and one was used as a garage. Other Landmark Structures with garages wouldn't meet the current guidelines. Barhorst noted the current design met the standards.

Barhorst reviewed the five main concerns expressed at the Planning Commission: an additional condition was recommended for signage stating the driveway was for public use, the utility capacity, as well as concerns noted in the staff report. Staff added another condition that the driveway be built prior to receiving a certificate of occupancy. There would also be an encroachment permit stating the owner would not be compensated in the event of the loss of the driveway.

Brent Bateman, attorney for client, stated the request by the client was legal and he met the requirements in the Land Management Code (LMC). He noted this property was not open space, but was a platted road.

Barhorst stated the proposal was access to a single car garage. The sidewalk and driveway would be heated and there would be a stairway up to and parallel to the property line. Jerry Fiat, owner, stated this was a Landmark house and the City preferred a side entry garage so that was what he had planned. Barhorst stated it complied with the new guidelines as well.

Council Member Gerber asked if this land could be leased, especially since land was so valuable. She felt there should be a lease or purchase. Bruce Erickson, Planning Director, stated he would not want to sell the land because the City might want it back at some point. The City had leased land for dining decks so that was a possibility. He noted there were encroachment agreements all over town, but it was complicated with a Landmark structure that faced a street. Council Member Ware Peek asked if she could park in front of the driveway, and was told she could not. Margaret Plane indicated the platted right-of-way was put there for future streets. It was still a right-of-way that people could use to get from one place to another.

Council Member Gerber noted that there were other little City-owned parcels that people requested to buy. This was a sizeable piece and she felt a lease could be executed and the money used for other projects. Council Member Joyce stated some streets would never be a road, but this street was part of the walkability plan and would be used. This would promote one individual's use for a car instead of public use. He also thought the conditions of approval were not enforceable. He did not support the request.

Bateman stated Park City law set forth that the property could have the driveway. Some of the conditions might not be enforceable, but that was not a detrimental effect. Fiat clarified the staircase was not heated and the City would have to shovel it. Also, a fire hydrant was in front of the house so no parking was allowed.

Mayor Beerman opened the public hearing.

Maria McNaulty spoke to the Planning Commission and she had concerns about the driveway. This was currently a green space and was actively used for sledding, wildlife, children playing, and pedestrians. She felt this property was for public use. This house could have parking from the front like many other Landmark homes. She noted her neighbors felt the same and had submitted letters for the public record.

Nick Frost, represented Fred and Annette Keller, who owned property on Woodside. He agreed with Bateman, that if the applicant could meet the requirements, the CUP should be granted. He thought if the detrimental effects could not be mitigated, the CUP should not be granted. He noted the other side of the proposed stairs was the Keller's home. The construction process concerned them. He wasn't against the application, but he wanted to make sure the detrimental effects were recognized and mitigated.

Frederique Astie lived down the street at 944 Woodside. It was hard to figure out the process which would affect the neighbors. She noted reasons why the CUP should not be approved. She referred to CUP Nine-Use of Open Space, and stated the garage door was seven feet in height and could be too small for a large car with equipment on the roof. Cars would park in the driveway. Also, when backing out of the driveway, the car would back into the pedestrian right-of-way in order to exit the driveway front facing. She talked about potential public utility conflicts with the construction of the driveway in the right-of-way. With regard to the requirement of an encroachment permit, a heated driveway was massive and not easy to remove upon request. She also stated the present land use should be preserved. She requested the application not be approved.

Peg Bodell stated it was unrealistic to think cars would not park there. If this CUP was granted, neighbor relations would suffer. She was not in favor of the CUP.

Mayor Beerman closed the public hearing.

Council Member Joyce asked how tall the retaining wall was, and it was indicated it would not exceed four feet on the bottom and two feet on the top. He noted there was 35 feet where parking could take place after the fire hydrant was taken into consideration. He also thought the stairway had to be lit. He stated snow removal would be difficult with this configuration. Fiat clarified the plans for the staircase and walkway.

Council Member Henney felt there should be a decision on when it was or was not appropriate to have encroachments. Council Member Ware Peek didn't support the request because the right-of-way would become private property. Council Member Worel agreed with Council Member Joyce, and stated there was no public benefit for the driveway being on public property. Council Member Gerber agreed with Council Members Joyce and Worel. Council Member Joyce stated this was not about public benefit or open space, but the mitigations were not satisfactory.

Council Member Joyce moved to deny the conditional use permit for a private driveway within a platted, unbuilt city street, located at 901 Woodside Avenue, Park City, Utah, based on the conditions discussed that were inappropriately addressed. Council Member Ware Peek seconded the motion.

RESULT: DENIED

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

Plane stated she would check the City code, but thought staff had 10 days to prepare findings and bring it back to Council. Erickson stated Planning would come back with a discussion on rights-of-way.

7. Consideration of the Historical Society's Request to Sublease Park City Museum during the Sundance Film Festival:

Dias announced that the Park City Museum withdrew its request.

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

Council Member Gerber moved to continue the Historical Society's Request to Sublease Park City Museum during the Sundance Film Festival to a date uncertain. Council Member Worel seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

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

Mayor Beerman thanked Council Member Ware Peek for her dedicated service on the Council and indicated the Council members would miss her. Council Member Ware Peek stated she would miss the Council as well.

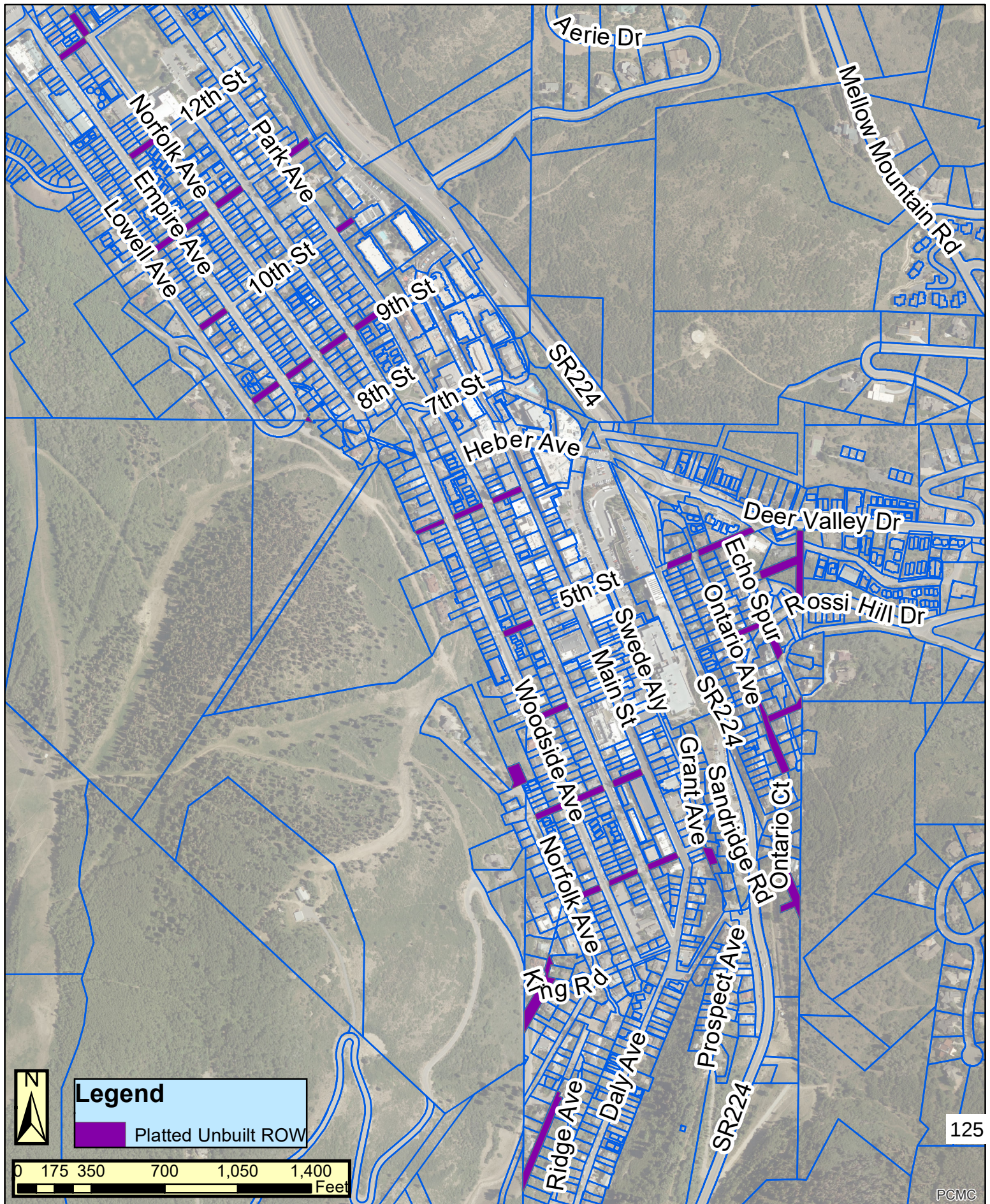
Dias indicated Council Member Ware Peek was great about coming into City Hall to speak with staff and understand issues, and staff would miss her.

IX) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Old Town Platted Unbuilt Public Right-of-Way



PARK CITY MUNICIPAL CORPORATION
LAND MANAGEMENT CODE



PASSED AND ADOPTED DECEMBER 22, 1983
EFFECTIVE JANUARY 1, 1984

THIRTY-FIFTH EDITION
REVISED AS OF OCTOBER 20, 1994

CHAPTER 7. DISTRICTS AND REGULATIONS

7.1. HISTORIC RESIDENTIAL (HR-1) DISTRICT

7.1.1. PURPOSE. The purpose of the Historic Residential HR-1 District is to allow the preservation of the present land uses and the character of the historic residential areas of Park City, and to encourage the preservation of historic structures and the construction of new structures that preserve and contribute to the character of the district, and to encourage densities of development that will preserve the desirable residential environment, and also densities which are consistent with the inherent constraints on development within the narrow canyon areas and on areas that may have steep or substandard street systems.

7.1.2. PERMITTED USES. In the HR-1 district, no building or structure shall be erected which is arranged, designed, or intended to be used, or which is used for any purpose other than those purposes designated on the Use Table as being permitted uses (designated by the letter "A") or conditional uses (designated by the letter "C"). All other land uses are prohibited.

7.1.3. LOT SIZE AND COVERAGE REGULATIONS.

(a) Lot Size. The minimum lot area shall be 1,875 square feet for a single family residence; 3,750 square feet for a duplex, and 5,625 square feet for a triplex. The minimum width of a lot shall be 25 feet, measured 15 feet back from the front lot line. The Historic District Commission advises that all resubdivisions of lots within the HR-1 zone comply with a standard lot size of approximately 25 x 75 feet. Because combinations of lots are permitted for larger structures, development potential of resubdivided parcels is not affected. However, smaller lots do allow the potential for the development of smaller single family structures, while resubdivisions into larger lots promotes the construction of larger houses, duplexes, and triplexes.

(b) Floor Area Ratio. The floor area of all new structures constructed within the HR-1 District shall be limited by the Floor Area Ratio (FAR) which shall be the Floor Area as defined in Chapter 2, divided by the total area of the lot or parcel. For lots up to 1875 square feet, the maximum FAR shall be .9. For parcels of 1876 square feet or larger, the floor area ratio is equivalent to the maximum floor area for the first 1875 square feet (1687 square feet), plus 30% of additional lot square footage. The maximum square footage is calculated by the following formula:

$$\text{MAXIMUM FLOOR AREA} = 1687 + (.30 \times (\text{Parcel Size} - 1875))$$

In calculating the FAR for a single family structure, 400

square feet may be added to the total floor area for a two car garage after calculating the FAR. For duplexes, triplexes and multi-unit structures, the garage addition shall be 400 square feet for each residential unit.

In an effort to further maintain Park City's Historic District, this Floor Area Ratio requirement shall not apply to renovations, additions, or expansions to historic structures (structures at least 50 years old, as approved by the Historic District Commission).

- (c) Side Yard. The minimum side yard for a single family structure shall be three feet. The minimum side yard for any structure of two units or more shall be five feet.

For structures on lots from 25 to 50 feet in total width, the sum of the side yard setbacks must total ten feet. For structures on parcels from 51 to 75 feet in total width, the total side setbacks must be 15 feet with a minimum of five feet on one side. For structures on parcels of greater than 76 feet total width, the side setbacks must be ten feet each.

1. A side yard shall not be required between structures designed with a common wall on a lot line. The longest dimension of buildings thus joined shall not exceed 50 feet.
2. For side yards of less than five feet, the special side yard exceptions as provided in Section 8.14 shall not apply, except for projections of less than four inches as specified in Section 8.14(a) and for allowance for a driveway as specified in Section 8.14(h).
3. On corner lots, any yard which faces on a street for both main and accessory buildings shall not be less than 10 feet.

- (d) Rear Yard. The minimum depth of the rear yard for all main buildings shall be based upon the size of the parcel. On parcels 100 feet deep or less and 75 feet wide or less, the rear setback must be ten feet. On parcels between 75 feet and 100 feet deep and of greater than 75 feet width, the front and rear setbacks must total 25 feet with a minimum of ten feet. On parcels deeper than 100 feet, the front and rear setbacks must total 30 feet, with a minimum of ten feet.

Accessory buildings shall have a minimum rear setback of one foot from the rear property line. On corner lots which rear upon the side yard of an adjacent lot, accessory buildings shall be located no closer than five feet to the rear property line.

- (e) Front Yard. The minimum depth of the front yard for all main buildings and accessory buildings, including garages, shall be based on the size of the parcel. On parcels 100 feet deep or less and 75 feet wide or less, the front setback must be ten feet. On parcels between 75 feet and 100 feet deep and of greater than 75 feet width, the front and rear setback must total 25 feet with a minimum of ten feet. On parcels deeper than 100 feet, the front and rear setbacks must total 30 feet, with a minimum of ten feet. Open parking spaces may be permitted in the front yard area, but not within the minimum side yard area. "Open parking spaces" does not include carports.

7.1.4. SPECIAL PARKING REGULATIONS.

- (a) Tandem parking is permitted for single family and duplex dwellings in the Historic District.
- (b) To encourage the location of parking in the rear, common driveways may be permitted along shared side yard property lines where those drives provide access to parking in the rear of the main building. Restrictions on the deeds to both properties must provide for the preservation of such a shared drive.
- (c) Common parking facilities may be permitted, upon approval of the Planning Department, where such a grouping may facilitate the development of individual buildings that more closely conform to the scale of historic structures in the district as defined in the design guidelines. Parking structures may be permitted, provided that the structure maintains all yard setbacks above grade, but may occupy below grade side yard areas between participating developments.
- (d) In order to minimize the amount of hard-surfaced paving in front yards, the following limits on the widths of paved areas for driveways and exposed parking that are visible from the street shall apply:
 - 1. For a single family dwelling on a 25 foot wide lot, the total area of hard surface for drive and parking shall not exceed 12 feet in width. The balance of any parking area or drive area shall be made of porous paving material. Drives shared with adjoining properties shall not exceed 35 feet in total width, regardless of placement on the lots involved.
 - 2. For all other buildings, the total drive area shall not exceed 27 feet in width for hard surfaced drive and parking area, with additional parking and drive area provided with porous paving material. This hard surfaced width may be divided into separate drives, or in a single

drive.

3. Garage door openings on single family structures on 25 foot lots shall not exceed 10 feet in width. On single lots that are more than 25 feet, but less than 37.5 feet in frontage width, the garage door openings shall not exceed 16 feet in width. Duplex structures on 50 foot or wider lots may have one garage door opening (or combination of openings) totaling 18 feet in width for each unit of the duplex, or a total of 36 feet in width for the structure. Triplex structures, which are required to have a common underground parking area, shall have only one garage door opening, which shall not exceed 18 feet. Where garage door openings appear on a facade that does not face a street, so the garage is accessed from a common drive between adjoining properties, the Community Development Department may waive the maximum door width if necessary to make the common drive arrangement function.
- (e) It is the City's policy to consider allowing a portion of the length of a code required parking stall to be placed within the City right of way, subject to the City Engineer's approval. The City Engineer shall consider the likelihood of future roadway changes, utilities, and any other health/safety considerations which may render parking in the right of way unacceptable.

7.1.5. BUILDING HEIGHT.

- (a) Structures shall be erected to a height no greater than 28 feet, as defined in Section 8.17. No volume or area above this 28 foot height may be used for facade variation open space.
- (b) Downhill facades may not exceed 28 feet from natural or final grade (whichever is more restrictive) to the peak of the roof. The design of the structure must incorporate a significant facade shift after the 28 foot limit to break up the mass of the structure as viewed from public rights-of-way or properties below. The length of the facade shift should be in proportion to the building mass and may be roughly equal to the difference between natural and final grade at the base of the downhill facade. However, in order to avoid dictating design, no absolute standard for the size of the shift is specified. Rather, the Historic District Commission shall review the facade shift during normal design review and may approve lesser or require greater shifts based upon neighborhood compatibility, visibility from public rights-of-way, and other design considerations.

7.1.6. SPECIAL REQUIREMENTS FOR CONDITIONAL USES. The

following impacts shall be considered in reviewing conditional uses:

- (a) Scale of the building in relation to historic structures in the district.
- (b) The need for increased yard areas and the resulting impact on the established set backs in the block.
- (c) The impact of noise or nearby residences.
- (d) The impact of traffic and on-street parking in the block.

7.1.7. CRITERIA FOR BED AND BREAKFAST INNS. Bed and Breakfast Inns may be approved as conditional uses by the Planning Commission. In making a determination whether a Bed and Breakfast Inn use is appropriate, the Planning Commission shall consider the following criteria:

- (a) Bed and Breakfast Inns are to be considered for structures of historical significance, whether or not they are officially listed on the National Register of Historic Places. As a part of the renovation of a structure as a Bed and Breakfast Inn, every attempt will be made by the applicant to restore the structure to its original condition so that it may become eligible for listing on the National Register.
- (b) Bed and Breakfast Inns are only appropriate for the larger residential structures in the Historic District. The houses should have a minimum of two rentable rooms. The maximum number of rooms will be determined by the applicant's ability to demonstrate that impacts such as parking and neighborhood compatibility can be adequately mitigated.
- (c) The length of stay for patrons of Bed and Breakfast Inns will be limited to less than 30 days (nightly rental).
- (d) It is preferable that Bed and Breakfast Inns have an owner/manager living on the site, but may, as a minimum requirement, have 24 hour on site management and check in. The check in facility may be off site if it is within close proximity of the Bed and Breakfast Inn.
- (e) Common kitchen facilities are allowed for the benefit of overnight guests only and are not intended to serve outside visitors. Individual kitchens within rooms shall not be permitted.
- (f) Signage shall be limited to one sign which shall not exceed six square feet in size. A permit must be obtained for the sign and it must comply with the provisions of the Park City Sign Ordinance.

- (g) Parking shall be provided on site at a rate of one space per rentable room. If no on site parking is possible, parking in close proximity to the Inn shall be provided. The Planning Commission may waive the parking requirement if it is found that no on-site parking is possible and all alternatives for other parking have been explored and exhausted. The Planning Commission must find that the structure which is to be a Bed and Breakfast Inn is not economically feasible to restore or maintain without the granting of the adaptive use. The burden of proof in requesting a parking exception shall be on the applicant. In no case may parking spaces on the downhill side of public streets and those partially or totally within the City right-of-way be counted toward parking requirement.

7.1.8. ARCHITECTURAL REVIEW. Prior to the issuance of building permits for any conditional or permitted use within this zone, the Community Development Department shall review the proposed plans for compliance with the architectural design guidelines prepared by the Historic District Commission and adopted by resolution of the City Council as a supplement to this Ordinance. Appeals of departmental actions on architectural compliance are heard by the Historic District Commission, and then may be appealed to the Council as set forth in Chapter 1 of this Code. Property within this zone may be subject to subdivision regulations and covenants that regulate design, materials, yard and height more strictly than this Code. This Code does not supersede more restrictive provisions in private covenants. In addition, no structure within the zone may be painted or repainted without review and approval of the exterior color scheme by the Community Development Department.

PARK CITY MUNICIPAL CORPORATION
LAND MANAGEMENT CODE



PASSED AND ADOPTED DECEMBER 22, 1983
EFFECTIVE JANUARY 1, 1984

THIRTY-FIFTH EDITION
REVISED AS OF OCTOBER 20, 1994

7.14. HISTORIC RESIDENTIAL DEVELOPMENT LOW-DENSITY

7.14.1. PURPOSE. The purpose of the Historic Residential Low-Density Zone District (HRL) is to provide an area of newer residential housing that is limited in density and land use to single-family structures, and which reduces the density of development in an area that is accessible only by substandard streets in terms of grade, width, or single access, so that these streets are not further impacted by high density development beyond the reasonable carrying capacity. The district also serves to provide an area of lower density residential use within the old portion of Park City.

7.14.2. USES. Those uses designated on the land use tables as permitted or conditional uses are allowed in this zone. All other uses are prohibited.

7.14.3. LOT REGULATIONS. The minimum lot regulations within the HRL Zone shall be as follows:

- (a) Lot Size. The minimum lot size shall be 3,750 square feet in land area, not including land encumbered by prescriptive rights-of-way or platted rights-of-way.
- (b) Floor Area Ratio. The floor area of all new structures constructed within the HRL District shall be limited by the floor area ratio (FAR) which shall be the floor area as defined in Chapter 2, divided by the total area of the lot or parcel. For lots up to 1875 square feet (legal non-conforming lots only), the maximum FAR shall be .9. For parcels of 1876 square feet or larger, the floor area ratio is equivalent to the maximum floor area for the first 1875 square feet (1687 square feet), plus 30% of additional lot square footage. The maximum square footage is calculated by the following formula:

$$\text{MAXIMUM FLOOR AREA} = 1687 + (.30 \times (\text{Parcel Size} - 1875))$$
- (c) Frontage. The minimum frontage of lots shall be 37.5 feet in width measured at a point 15 feet back from the front lot line.
- (d) Side Yard. The minimum depth of side yard setbacks shall be based on the size of the parcel. For structures on parcels 50 feet wide or less at the front property line, the side setbacks must be five feet each. For structures on parcels from 51 to 75 feet wide at the front property line, the total side setbacks must be 15 feet with a minimum of five feet on one side. For structures on parcels greater than 76 feet wide at the front property line, the side setbacks must be ten feet each.
- (e) Front and Rear Yards. The minimum depth of the front and rear

yards for all main buildings shall be based upon the size of the parcel. For structures on parcels 100 feet deep or less, the front setback shall be 15 feet and the rear 10 feet. For structures on parcels deeper than 100 feet, the total of front and rear setbacks must be 30 feet, with a minimum of 15 feet front and ten feet rear.

1. Setbacks shall be measured from the platted property line, or from the right-of-way line of any prescriptive street for main building, whichever is deeper into the lot.
2. Open parking is permitted within the front setback area, but not within five feet of the side lot lines.
3. The minimum front setback for garages and other accessory buildings shall be ten feet from the property line or the right-of-way line for any prescriptive street, whichever is deeper into the lot.
4. The minimum rear setback for accessory buildings is one foot, provided however, that accessory buildings less than three feet from the rear lot line must comply with applicable building and fire code provisions for buildings so located.

(f) Setbacks. The minimum front yard setback shall be 15 feet from the platted property line, or from the right-of-way line of any prescriptive street for main building, whichever is deeper into the lot. Open parking is permitted within the setback area, but not within five feet of the side lot lines. The minimum setback for garages and other accessory buildings shall be ten feet from the property line or the right-of-way line for any prescriptive street, whichever is deeper into the lot.

(g) Building Height.

1. Buildings shall not exceed a maximum height of 28 feet, except as provided in the supplemental regulations.
2. Downhill facades may not exceed 28 feet for natural or final grade (whichever is more restrictive) to the peak of the roof. The design of the structure must incorporate a significant facade shift after the 28 foot limit to break up the mass of the structure as viewed from public rights-of-way or properties below. The length of the facade shift should be in proportion to the building mass and may be roughly equal to the difference between natural and final grade at the base of the downhill facade. However, in order to avoid dictating design, no absolute standard for the size of the shift is

specified. Rather, the Historic District Commission shall review the facade shift during normal design review and may approve lesser or require greater shifts based upon neighborhood compatibility, visibility from public rights-of-way, and other design considerations.

7.14.4. ARCHITECTURAL REVIEW. Prior to the issuance of building permits for any conditional or permitted use within this zone, the Community Development Department shall review the proposed plans for compliance with the architectural design guidelines prepared by the Historic District Commission and adopted by resolution of the Council as a supplement to this Ordinance. Appeals of departmental actions on architectural compliance are heard by the Historic District Commission, and then may be appealed to the Council as set forth in Chapter 1 of this Code. Property within this zone is not subject to design review by the City, but may be subject to subdivision regulations and covenants that regulate design, materials, yard and height more strictly than this Code. This Code does not supersede more restrictive provisions in private covenants. In addition, no structure within the zone may be painted or repainted without review and approval of the exterior color scheme by the Community Development Department.

7.14.5. SPECIAL PARKING REGULATIONS It is the City's policy to consider allowing a portion of the length of a code required parking stall to be placed within the City right of way, subject to the City Engineer's approval. The City Engineer shall consider the likelihood of future roadway changes, utilities, and any other health/safety considerations which may render parking in the right of way unacceptable.



Ordinance No. 00-15

**AN ORDINANCE APPROVING A COMPREHENSIVE AND SUBSTANTIVE
REWRITE OF THE LAND MANAGEMENT CODE
OF PARK CITY, UTAH, SPECIFICALLY FOR SECTION 7.1,
HISTORIC RESIDENTIAL (HR-1) DISTRICT, AND SECTION 7.14, HISTORIC
RESIDENTIAL DEVELOPMENT LOW-DENSITY (HRL),
TO ADDRESS DEVELOPMENT ON STEEP SLOPES,
LOT AND SITE REQUIREMENTS FOR NEW CONSTRUCTION
AND ADDITIONS, BUILDING HEIGHT MEASUREMENTS,
PERMITTED AND CONDITIONAL LAND USES, AND
VEGETATION PROTECTION. AS PART OF THE COMPREHENSIVE
REWRITE OF THE LAND MANAGEMENT CODE
THESE SECTIONS ARE RENUMBERED AND INCLUDED IN THE
BODY OF THE MUNICIPAL CODE AS FOLLOWS:
THE HRL SECTION BECOMES TITLE 15, CHAPTER 2.1
AND THE HR-1 SECTION BECOMES TITLE 15, CHAPTER 2.2.**

WHEREAS, protecting the health and safety and preserving the historic integrity in residential areas of the Historic District are values of the community and identified goals of the City Council; and

WHEREAS, the City Council enacted amendments to the Land Management Code dealing with height and floor area ratios in December 1995, but further directed staff, the Historic District Commission, and Planning Commission to explore solutions to mitigate the mass and scale of new development in the Historic District and to develop regulations to ensure compatibility with existing historic structures; and

WHEREAS, the City is in the process of a comprehensive rewrite of the entire Land Management Code to clarify and resolve existing inconsistencies; update regulations to be consistent with the General Plan; add graphics and illustrations; render the LMC document more user friendly; and, specifically in the HR-1 and HRL Districts, address development on steep slopes in the Historic District, review lot and site requirements for new construction and additions, review building height measurements, review permitted and conditional land uses, and add regulations related to protection of significant vegetation; and

WHEREAS, on September 9, 1999 the City Council adopted a temporary zoning ordinance to establish interim zoning standards for the HRL and HR-1 Districts; and

WHEREAS, the temporary zoning ordinance will expire on March 9, 2000; and

WHEREAS, the Planning Commission duly noticed and conducted several public hearings at its regularly scheduled meetings, including one on September 22, 1999 and the latest on February 23, 2000; and

WHEREAS, the Planning Commission forwarded a recommendation to the City Council on Chapter 1- Provisions and Procedures, Chapter 2- Definitions, Chapter 12- Non-conforming Uses, Chapter 13- Off-street Parking, and the HR-1 and HRL Zoning District sections to review the minutes and consider Commissioners' and the public's comments from the February 23, 2000 meeting, including a concern about parking lots in the HR-1 and additional language specifying that additions to Historic Structures be subordinate to the original structure in design, mass, and scale; and

WHEREAS, the City Council duly noticed and conducted public hearings at its regularly scheduled meetings on February 25, 1999 and March 2, 2000 and finds it in the best interest of the residents of Park City, Utah to amend the Land Management Code with regulations that maintain the essence of the Historic District while safeguarding quality of life for its residents;

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

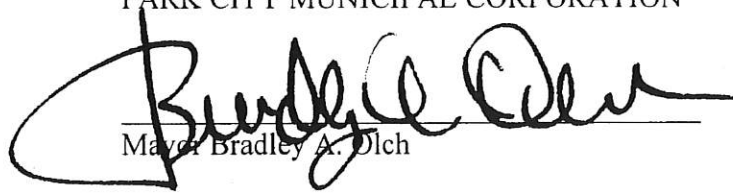
SECTION 1. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.1 is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.2 attached hereto as Exhibit A. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.1 shall be resolved by the Community Development Director. Defined terms in Title 15, Chapter 2.2 shall be defined in accordance with the pending revisions to the LMC, Title 15, Chapter 15.

SECTION 2. AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE. Chapter 7.14 is hereby deleted and replaced by proposed LMC Title 15, Chapter 2.1 attached hereto as Exhibit B. Any conflicts or cross-references from other provisions of the LMC to Chapter 7.14 shall be resolved by the Community Development Director. Defined terms in Title 15, Chapter 2.1 shall be defined in accordance with the pending revisions to the LMC, Title 15, Chapter 15.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication or March 9, whichever occurs first.

PASSED AND ADOPTED this 2nd day of March, 2000

PARK CITY MUNICIPAL CORPORATION



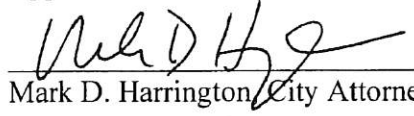
Mayor Bradley A. Olch

Attest:

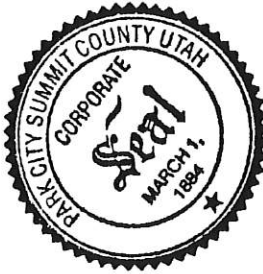


Jan Scott, City Recorder

Approved as to form:



Mark D. Harrington, City Attorney



MEMORANDUM

To: Planning Staff

From: Eric DeHaan, P.E., City Engineer



Date: July 6, 1998

Subject: Use of Platted City Streets for Private Driveway Access to Private Garages

Much as we had to struggle with the issue of the use of Sullivan Road as access to development parcels, we may now have similar issues with a variety of requests to use unbuilt platted City streets as access to private garages. Some of you will remember the Coker access problem adjacent to 563 Woodside, which is again raising its head due to Dan and LeeAnn Smith's request to encroach with improvements to 563 Woodside. I also have a request from Bill Mammen to access a new garage at 952 Lowell by virtue of a driveway coming up 10th Street from Empire. We also have a request from Jonathan DeGray to use a portion of platted Marsac to access the garage of a dwelling at 201 Ontario. There will be others, some of which are proposed by people who seem to be convinced that Park City wants to see such private driveways installed in an effort to combat "garage barrage". This memo will set forth my recommended criteria for your review and comment relative to the desirability of getting garage doors off the street.

If the request were to construct a public City street in the right-of-way I have a whole set of specifications saying how that needs to be done, but in the case of these private driveways I feel it would be desirable to formulate a policy, much as we did for Sullivan Road, which sets objective criteria and performance standards. The Sullivan Road policy requires any new development off Sullivan to be approved as a C.U.P., which in itself may be a discouraging process. If it actually is our desire to encourage the placement of garage doors not close to and facing the street, perhaps we should re-look at the C.U.P. requirement before we apply it to driveways built in platted City streets.

Nevertheless, as it stands right now, here is my recommended list of criteria and performance standards for private driveways proposed to be built within platted unbuilt City streets:

1. The driveway shall not exceed 10% in slope.
2. Snow storage along the downhill side or end of the driveway must be provided. This may preclude driveways running straight uphill in one of our platted streets, because the plow would simply push the snow right back into the City street at the bottom.
3. The driveway must be paved with asphalt or concrete so that mud in March isn't an issue. Turf-blocks or similar paving systems would not be acceptable because of their incompatibility with plows.
4. The driveway shall not pre-empt any existing physical parking which may occur in the platted street. If the platted street has been improved to provide public parking, then any

driveway proposal would need to replace such parking with new parking spots of equal or better convenience and construction.

5. The driveway and related improvements such as retaining walls would need to be designed and built to minimize present and future conflicts with public utilities and stairs. Actual design of future stairs may be required to verify that no conflict will occur.
6. The loss of open space values in the platted street, both active and passive, shall be evaluated prior to approving a driveway.
7. The driveway construction shall require a Conditional Use permit. (We could substitute "planning commission and/or HDC review and approval" for the C.U.P. My objective is to piggyback on neighborhood noticing.)
8. An Encroachment Permit for the driveway would be required, approved by the City Council.
9. A determination from the building official as to whether the driveway constitutes a "Public Way" for UBC purposes is necessary.
10. Common drives serving more than one house would be desirable.
11. Any private utilities within the platted City street, such as a power line serving the garage, would be prohibited since they may not get blue-staked during future City projects.

Please review this memo and let me know your suggestions.



Ordinance No. 00-25

**AN ORDINANCE APPROVING A COMPREHENSIVE
AND SUBSTANTIVE RE-WRITE OF THE LAND MANAGEMENT CODE
OF PARK CITY, UTAH, SPECIFICALLY FOR:
CHAPTER 1- GENERAL PROVISIONS AND PROCEDURES,
CHAPTER 2- DEFINITIONS,
CHAPTER 12- NON-CONFORMING USES, AND
CHAPTER 13- OFF-STREET PARKING AS
RENUMBERED AND INCLUDED IN THE BODY OF THE
MUNICIPAL CODE AS FOLLOWS:
CHAPTER 1 BECOMES TITLE 15, CHAPTER 1
CHAPTER 2 BECOMES TITLE 15, CHAPTER 15
CHAPTER 12 BECOMES TITLE 15, CHAPTER 9
CHAPTER 13 BECOMES TITLE 15, CHAPTER 3.**

WHEREAS, the Land Management Code is designed and enacted to implement the objectives of the Park City General Plan; to protect the general health, safety, and welfare of Park City's citizen's and property owners; to maintain the quality of life and experience for its residents and visitors; and to preserve the community's unique character and values;

WHEREAS, in January of 1998 the City Council directed staff to undertake a comprehensive and substantive re-write of the Land Management Code;

WHEREAS, the City is in the process of a comprehensive rewrite of the entire Land Management Code to reorganize the document's structure, clarify and resolve inconsistencies, update regulations to be consistent with the General Plan, provide self-contained (user-friendly) Chapters, and add illustrations;

WHEREAS, the Planning Commission duly noticed and conducted several public hearings at its regularly scheduled meetings, on September 16 and December 2, 1998 and forwarded to City Council a positive recommendation on Phase I;

WHEREAS, on February 25, 1999 the City Council duly noticed and conducted a public hearing on Phase I and remanded portions of the draft back to the Planning Commission for additional revisions;

WHEREAS, the Planning Commission duly noticed and conducted several public hearings at its regularly scheduled meetings, on September 22, 1999 and February 23, 2000, to receive input on the proposed revisions;

WHEREAS, the Planning Commission forwarded a recommendation to the City Council on Chapter 1- Provisions and Procedures, Chapter 2- Definitions, Chapter 12- Non-conforming Uses, Chapter 13- Off-street Parking, and the HR-1 and HRL Zoning District sections to review the minutes and consider Commissioner's and the public's comments from the February 23, 2000 meeting;

WHEREAS, the City Council duly noticed and conducted public hearings at its regularly scheduled meetings on March 2, 2000 and March 16, 2000 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 General Plan and the values and identified goals of the Park City community, to protect health and safety, to maintain the quality of life for its residents; and to preserve the community's unique character.

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

SECTION 1. AMENDMENT TO CHAPTER 1 OF THE LAND MANAGEMENT CODE. Chapter 1 is hereby deleted and replaced by LMC Title 15, Chapter 1 attached hereto as Exhibit A. Any conflicts or cross-references from other provisions of the LMC to Chapter 1 shall be resolved by the Community Development Director. Defined terms in Title 15, Chapter 1 shall be defined in accordance with the LMC, Title 15, Chapter 15.

SECTION 2. AMENDMENT TO CHAPTER 2 OF THE LAND MANAGEMENT CODE. Chapter 2 is hereby deleted and replaced by LMC Title 15, Chapter 15 attached hereto as Exhibit B. Any conflicts or cross-references from other provisions of the LMC to Chapter 2 shall be resolved by the Community Development Director. Defined terms in Title 15, Chapter 2 shall be defined in accordance with the LMC, Title 15, Chapter 15.

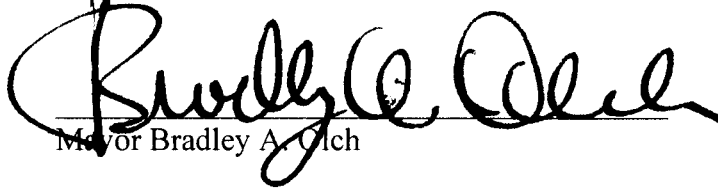
SECTION 3. AMENDMENT TO CHAPTER 12 OF THE LAND MANAGEMENT CODE. Chapter 12 is hereby deleted and replaced by LMC Title 15, Chapter 9 attached hereto as Exhibit C. Any conflicts or cross-references from other provisions of the LMC to Chapter 12 shall be resolved by the Community Development Director. Defined terms in Title 15, Chapter 9 shall be defined in accordance with the LMC, Title 15, Chapter 15.

SECTION 4. AMENDMENT TO CHAPTER 13 OF THE LAND MANAGEMENT CODE. Chapter 13 is hereby deleted and replaced by LMC Title 15, Chapter 3 attached hereto as Exhibit D. Any conflicts or cross-references from other provisions of the LMC to Chapter 13 shall be resolved by the Community Development Director. Defined terms in Title 15, Chapter 3 shall be defined in accordance with the LMC, Title 15, Chapter 15.

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

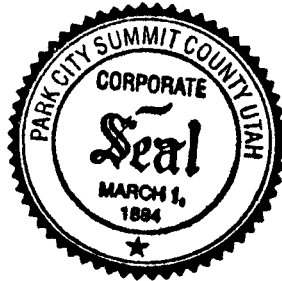
PASSED AND ADOPTED this 30th day of March, 2000

PARK CITY MUNICIPAL CORPORATION

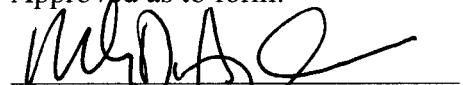

Mayor Bradley A. Cich

Attest:


Janet M. Scott, City Recorder



Approved as to form:


Mark D. Harrington, City Attorney

City Council Staff Report

Subject: 510 Ontario Avenue Plat and
Roundabout Condominiums First Amended Plat
Author: Rebecca Ward, Land Use Policy Planner
Project Number: PL-19-04406
Date: February 6, 2020
Type of Item: Administrative – Plat Amendment Approval Extension

Executive Summary

The Applicant requests that the City Council open a public hearing and continue the plat approval extension to a date uncertain.

Extension Project Number: PL-19-04406
Approved Project Number: PL-16-03410
Applicant: Ron and Diana Dichter
Location: 510 Ontario Avenue and 300 Deer Valley Drive
Zoning District: Residential (R-1) District
Adjacent Land Uses: Single-Family Dwellings; Condominiums
Reason for Review: Extensions of approved plats require City Council action

Public Input

On January 30, 2020, the Roundabout Homeowners Association provided input regarding this application, attached as Exhibit A.

Notice

On January 21, 2020, staff mailed courtesy notice to property owners located within 300 feet of 510 Ontario Avenue and 300 Deer Valley Drive. On January 23, 2020, staff posted notice to 445 Marsac Avenue, 510 Ontario Avenue, and 300 Deer Valley Drive. On January 22, 2020, the *Park Record* and the Utah Public Notice Website published legal notice.

When this item is later scheduled for the Council's consideration, courtesy notice will again be mailed and notice will again be posted and published as required by the Land Management Code.

Park City Municipal Planning Department
Attn: Rebecca Ward
rebecca.ward@parkcity.org

Re: Request for Extension of Plat Amendment Approval, 510 Ontario Avenue

Dear Ms. Ward,

I write to you and the City Council as the President of the Roundabout Homeowners Association, Inc., which owns property adjacent to the Dichters' property at 510 Ontario Ave. We understand the City Council approved amendments to both the Roundabout and 510 Ontario plats on January 15, 2019. However, at the time, we understand the applicant for the Roundabout amendment, Roundabout, LLC or Blake Henderson, the Declarant of the Roundabout Condominiums, was not authorized by our HOA to amend the plat to cure the fact that he had previously transferred platted open space in the plat to the owners of 510 Ontario. To date, no authorization has been provided.

The City Planning Department contacted the current owners to request that they consent to the plat amendment. We write to inform you that following discussions with both Mr. Henderson and Mr. Dichter, several of the Roundabout Owners have refused to sign the amended plat, and consent to Mr. Henderson's transfer common area to the Dichters or to seek an amendment to the Roundabout Condominium plat. Accordingly, if the extension is requested in order to allow more time to obtain the Roundabout Owners' consent to the common area transfer and the amendment to exclude that common area from the Roundabout plat, there is no prospect for such consent and therefore, no amendment.

We plan on attending the City Council hearing set for Thursday, February 6, 2020, but request also that this letter be included in the Meeting Packet provided to the Council. Should you have any questions, please feel free to contact the undersigned, or our legal counsel, Steven W. Dougherty at 801-534-1700 or sdougherty@aklawfirm.com.

Thank you,



Frances Colón
Roundabout HOA President

Council Agenda Item Report

Meeting Date: February 6, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2020 Legislative Update

(A) Public Input

Suggested Action:

Each week during the 2020 Legislative Session, staff will provide a verbal update and synopsis of the Session to date, as well as an updated Legislative bill tracking list at the meeting for Council and the public's review.

Attachments:

Council Agenda Item Report

Meeting Date: February 6, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: RDA

Agenda Section:

Subject:

Consideration to Approve the Disposition of City Property Located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1350 Woodside Avenue, and 1835 Three Kings Drive, and Authorize the City Manager to Enter into Sales Contracts with Qualified Buyers

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Woodside Park Phase One Staff Report](#)

[Exhibit A: REPC Template](#)

[Exhibit B: REPC Addendum Template](#)

Redevelopment Agency Staff Report

Subject: Disposition of Affordable Housing Property – Woodside Park Phase 1 & Silver Star
Author: Jason Glidden
Department: Community Development
Date: February 6, 2020
Type of Item: Administrative

Recommendation

Staff requests City Council, acting as the governing board of the Redevelopment Agency (RDA), hold a public hearing regarding disposition of City affordable housing Property at Woodside Park Phase 1, located at 1353 Park Avenue, 1350 Woodside Avenue, and one Silver Star unit located at 1835 Three Kings Drive. Staff recommends approving the disposition and authorizing the City Manager to enter into sales contracts in a form approved by the City Attorney's office with qualified affordable buyers.

Background

Park City Municipal made Housing a Critical Community Priority in 2016. Since then, a flurry of activity has taken place related to increasing and protecting the supply of affordable housing, such as:

- PCMC solely funded the construction and development of 27 net new affordable housing units;
- Several property acquisitions to prevent deed restricted units from losing their affordability requirements;
- New land acquisition to prioritize housing needs and new inventory opportunities in lieu of allowing additional resort-related, and second home development;
- Exercised several rights-of-first-refusal in order to update and improve deed restrictions;
- Updated PCMC's official Housing Assessment and Plan;
- Updated the Land Management Code to eliminate some barriers to the private sector delivering affordable housing including reductions in setbacks, open space, and parking; and
- Required several private developments to deliver additional affordable housing units.

Approximately 85% of Park City's workforce lives outside Park City limits. While high Park City home prices are considered a positive outcome of the resort economy and good for individual property owners, they also create a host of complex community issues. Increasingly, the lack of affordable housing stock forces the majority of our community's workforce to drive in and out of town, increasing traffic and congestion, and also creates vibrancy and quality of life issues within neighborhoods formerly comprised of full time residents.

As part of the Council's goal to add 800 affordable/attainable units by the year 2026, the City began developing several community affordable housing developments. This particular request, for Woodside Park Phase 1, is a city funded housing project located on the 13th block between Park Avenue and Woodside Avenue. The project construction

was completed in 2019, and is now ready to accept new homeowners. The Silver Star unit is a one bedroom condo located in the Silver Star development located off of Three Kings Drive.

Analysis

The Woodside Park Phase 1 housing project includes four single family homes and four townhomes with accessory studio units attached. The total construction cost was \$5,125,380, which included the full restoration of two historic homes. These units are planned to house 18 new Park City residents seeking affordable housing.

On June 20, 2019 ([Staff Report](#)), Council approved pricing for the Woodside Park Phase 1 units, and provided direction to retain one unit, located at 1334 Woodside (unit #4), for a future potential municipal need. In addition, on March 15, 2018 ([Staff Report](#)), Council provided direction to exercise its first right of refusal to purchase 1835 Three Kings Drive in order to update the deed restrictions. Subsequently, the City purchased the property for \$270,005.

A future homeowner lottery was held on December 23, 2019, creating a prioritized wait list. Over 200 applicants entered the lottery. Selected applicants were ranked based upon set criteria and requested to submit a complete application in order to verify that they met all affordable housing requirements or to choose to defer and keep their position on the waitlist. A number of people choose to defer for various reasons including not financially ready or prefer a future housing development. Once the applicants that did submit full application were verified, they were matched with suitable units and given the opportunity to purchase at Woodside Park Phase 1 and Silver Star. At this time, four units have been matched with buyers. Staff will return later this month for approval for disposition of the remaining properties at Woodside Park Phase 1. In order to complete the sale, Council must approve the property disposition, per PCMC Code Section 2-3-11, and authorize the City Manager to complete the sales at the following prices:

Name	Address	Price	Monthly dues
Dallas Green	1353 Park Avenue	\$ 205,000	\$ 142.94
Mathew Nagie	1350A Woodside	\$ 359,000	\$ 305.69
Grace Totten	1350D Woodside	\$ 359,000	\$ 305.69
Christiaan Dirk Gootjes	1825 Three Kings Drive, #25-10	\$ 270,005	\$ 358.04

One of the City's objectives with regard to pricing for affordable housing is to minimize subsidy levels to an average of 20% of construction costs, while working to keep sale prices affordable/attainable. This is a difficult balance in Park City due to our exceptionally high land and construction costs.

Because Woodside Park Phase 1 is located within the Lower Park Avenue Redevelopment Area (LPRDA) boundary, the City is able to sell some of its units above standard affordable/attainable pricing levels. Being in the LPRDA allows us to broaden pricing levels, offering more housing options to a wider audience and reducing the PCMC monetary subsidies. These saved funds are then available for the next PCMC housing development or project.

Funding

The City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue for housing projects. Proceeds from the disposition of the property will be returned to the RDA for future affordable housing projects.

Exhibits

A DRAFT Real-Estate Purchase Contract & Addendum

REAL ESTATE PURCHASE CONTRACT

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

EARNEST MONEY DEPOSIT

On this _____ day of _____, 2020, ("Offer Reference Date") _____ ("Buyer") offers to purchase from **Redevelopment Agency of Park City** ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23)**, an Earnest Money Deposit in the amount of \$1,000.00 the form of cash or check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Escrow Agent, Park City Title, the Escrow Agent shall have four (4) calendar days in which to deposit the Earnest Money into the Escrow Account.

OFFER TO PURCHASE

1. PROPERTY: _____

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

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☒ washer ☒ dryer ☒ refrigerator ☒ microwave oven ☒ other (specify) _____

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

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

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

2. PURCHASE PRICE.

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

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

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

3. SETTLEMENT AND CLOSING.

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

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

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

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

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

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

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: **[X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain) _____.** The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

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

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

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

[] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain) N/A.

The provisions of this Section 4.3(c) shall survive Closing.

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

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

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

Seller's Agent(s) N/A _____, represent(s) **[] Seller [] both Buyer and Seller as Limited Agent(s);**

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

Seller's Brokerage N/A _____, represents **[] Seller [] both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) N/A _____, represent(s) **[] Buyer [] both Buyer and Seller as Limited Agent(s);**

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

Buyer's Brokerage N/A _____, represents **[] Buyer [] both Buyer and Seller as a Limited Agent.**

Buyer's Brokerage Utah Real Estate License Number: _____.

6. TITLE & TITLE INSURANCE.

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

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

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

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

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

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

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

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

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

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

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

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

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

8.3 FINANCING CONDITION. (Check Applicable Box)

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

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

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

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

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

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

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ **Addendum No. 1** ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify) Deed Restrictions, City Council approval of sale in an open and public meeting, HOA reserve fund Declaration of Covenants, Conditions and Restrictions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

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

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

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

- (a) **Seller Disclosure Deadline** _____(Date)
- (b) **Due Diligence Deadline** _____(Date)
- (c) **Financing & Appraisal Deadline** _____(Date)
- (d) **Settlement Deadline** _____(Date)

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

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

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

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.
THIS FORM HAS BEEN AMENDED AS FOLLOWS: IN PARAGRAPH 6.1 "GENERAL WARRANTY DEED" HAS BEEN AMENDED TO "SPECIAL WARRANTY DEED"

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

Page 1 of 1

THIS IS AN ☐ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, including all prior addenda and counteroffers, between _____ as Buyer, and **Redevelopment Agency of Park City** as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC:

1. **Deed Restricted Property:** Buyer's approval of Deed Restrictions on the property is a due diligence item under Section 8.1 (a). The Deed Restriction, which is recorded against the property, limits future sales price, how the unit can be occupied, and to whom the unit may be sold.
2. **City Council Approval:** Sale of this property is conditioned upon approval of the sale by the Park City Council on _____ in an open and public meeting.
3. **HOA Reserve Funds:** Seller will provide funding to the Woodside Park, Phase I Homeowners Association in an amount equal to three (3) monthly installments, as determined in accordance with the Condominium Declaration, to an "Association Replacement Reserve Account". Such payment is in addition to the regular monthly operating dues for common expenses payable by the owner of each Woodside Park, Phase I unit pursuant to the Condominium Declaration.

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

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

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

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

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

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

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

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