

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
NOVEMBER 3, 2005**

**Present: Mayor Dana Williams; Council members, Kay Calvert, Marianne Cone
Candace Erickson; Jim Hier; and Joe Kernan**

**Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kent
Cashel, Deputy Public Works Director; Ray Miliner, Planner**

**Chief Kelly Gee, Park City Fire Protection District; Puggy Holmgren,
Park Avenue resident**

1. Council questions/comments. Kay Calvert reported on the candidate debate hosted at the 20/30 Vision meeting last night and Jim Hier complimented staff on the Leadership dinner. Joe Kernan commented on the confusion prompted by the naming of Main Street in the PRI commercial area at Kimball Junction. Marianne Cone stated that she attended a planning seminar with Craig Call, ombudsman for land use in Utah, which was very informative. She also attended a luncheon for the delegation from Beijing visiting Park City yesterday. Candy Erickson reported that at the RAB meeting held this week, Carol Potter was appointed as liaison to the dog park project, and the group is also moving forward on the concept of Frisbee golf. There have been discussions with Deer Valley Resort for two courses, one at Snow Park and the other at Silver Lake where there is parking for patrons. She attended a hockey meeting last night and was surprised to learn about the number of associations in the state and the lack of communication between these groups. The Historical Society selected an architect for the expansion project and is still recruiting for exhibit designers. Ms. Erickson relayed a request to designate one seat on the Historic Preservation Board specifically for a member of the Historical Society. Tom Bakaly stated that this item will be added to the historic preservation discussion on November 17. As liaison to Recycle Utah, Ms. Erickson acknowledged associated problems with the hazmat event at the Recycling Center. There is a suggestion to create a drive-in drive-out facility on the SR224 corridor, more efficiently serving the most populated areas and representatives from the County are on board.

Mayor Williams thanked Dave Gustafsen for his efforts on solving problems associated with the parking structure construction project. He explained that the delegation from China was accommodated through The Global Bridge Foundation, a non-profit organization in Salt Lake. The city of Beijing is composed of about 30 provinces and the heads of each province were in Park City which was a great honor. He also attended the 20/30 Vision meeting and visited with folks from Utah State University conducting a survey on renewable energy. They have received a \$500,000 grant from the Department of Energy to help further renewable energy projects in Utah and will be working with the legislature in developing a state energy policy. He acknowledged the passing of Rosa Parks and her remarkable civil rights legacy.

2. Fire District update – Chief Kelly Gee. Kent Cashel noted that he serves as a member on the Fire District Administrative Control Board and pointed out the many of services provided by the District, which are not always intuitive. Other important roles, for instance, is providing emergency medical services, controlling hazardous waste releases, and supporting special events.

Fire District Chief Kelly Gee distributed renderings of the two new fire stations to be located within Park City. The Fire District was a fire protection district from 1976 and became a special service district in 1984 because special service districts offer more opportunities for bonding. Presently, the District operates on 24 hour shifts under a three platoon system. He described different staff positions and the District's policy on overtime. The District operates out of six fully staffed stations, including Park Avenue, The Canyons, Silver Lake, Burns Station, Pinebrook, and Summit Park. At the request of the County Commission four years ago, the Fire District also manages the volunteer on-call North Summit ambulance service. He explained the enhanced seasonal ambulance service provided from December through March, other specialty apparatus, and the Wasatch Back Hazmat Response Team. In addition to emergency services, the District also provides community education programs like CPR, first aid, day care center training, etc. and is the site for vehicle safety seats, risk watch, and child safety. He spoke about the success of significantly reducing ash-related fires by distributing free metal containers to the public. They provide a variety of training programs in schools, and conduct inspections, home surveys, and fire safety campaigns. Chief Gee pointed out the high number of transports from the ski areas, which produces significant revenue for the ambulance service which is self-sustaining. There is an inter-local agreement outlining specific responsibilities wherein the District provides fire protection and suppression services, and the City is responsible for enforcement of building and fire codes.

Chief Gee stated that a fire station is being constructed at the entrance of Promontory who donated the property. The remodel of the fire station in Deer Valley was funded by Talisker Corporation who also purchased an ambulance and will purchase an engine for the area. In addition Talisker provided two years of funding for two additional staff at the station at a value of \$600,000. He explained that the District does not impose exactions but asks developments for assistance as a condition of approval. It is hoped that the new stations in lower Deer Valley at Daystar and Holiday Ranch Loop Road will be constructed next year. The District is considering adding a station in the Quinns Junction area; there is a possibility of relocating the Burns Station to the PRI property at Utah Olympic Park, and another station somewhere near the future extension of the frontage road from Jeremy Ranch to Summit Park.

In response to questions from Joe Kernan, Chief Gee explained that the bike team is used by paramedics for special events and he detailed the free chipper program for

residents. He explained for the benefit of Kay Calvert that the Promontory station is anticipated to be staffed by April. In response to a question from Marianne Cone about responding to fires in the winter, he explained that some engines are equipped with chains, studs and/or snow tires. There are also three all-wheel drive engines. He recalled only two instances over 20 years, where the Department could not reach fires because of the snow pack. With regard to concerns expressed about the delay of responding to the recent Santy Auditorium alarm, he explained that there are presently five employees in Park City and four at the Silver Lake Station. With the station expansion, there will be a minimum of nine people in Park City. Currently during the shoulder season, if staff is attending to two concurrent calls in town, the closest stations to respond are located at The Canyons or Silver Lake. He acknowledged that Park Avenue will not maintain a one minute or less response time, but Park Meadows will not have to continue to expect a ten minute response time and the majority of property owners within the City will have a five minute or less response time. Ms. Erickson asked if Park City property tax revenue supports enhancements outside the City limits. The Chief stated that costs are absorbed District-wide and rates are equal, but the District has been successful in obtaining support from developers to the offset expenses to taxpayers. He relayed that properties were acquired years ago before values significantly escalated and the tax increase was primarily for staffing. The District has been assessing impact fees since 2001; which are currently being revised.

Jim Hier stated that he received complaints about eliminating the station on Park Avenue in Old Town where development is dense and filled with old wooden structures. Chief Gee reiterated that the intent is to provide more people to a greater area. Serving all of Park City from the Park Avenue Station is compromising a rapid response to the majority of property owners outside the Old Town Area. By building two stations, there will be more people, another engine, and more resources to meet the demands of the Insurance Services Office (ISO), who scrutinizes coverage and associated insurance rates. Old Town residents will still have a five minute or less response time. The District is rated as one area and carries a good rating, which is affected by the high number of fire hydrants in the area. Although ISO recommends eight fire stations and there are currently five, the number of hydrants, for instance, offsets the rating and by 2007, the District will have a higher rating. As a result, there should be savings realized by premium holders.

Joe Kernan asked for property tax information over the past 20 years, and the Chief indicated that he could provide this information at a later date, but only up to the last 12 years. Mr. Kernan asked if ISO considers Old Town a high risk and Chief Gee stated that ISO does not recognize fire sprinklers. Main Street is totally sprinklered as well as newer homes but no credit is given for the requirement of fire sprinklers and ISO has no competition. The Mayor invited the audience to comment.

Puggy Holmgren, Park Avenue resident, stated that in 1982, there was a fire at her wooden house. She strongly questioned the wisdom of eliminating the Park Avenue Station which is integral to Old Town pointed out that a fire doubles every 60 seconds. She urged elected officials not to take fire and emergency safety services out of Old Town. . . *it's preposterous*. She added that not many affected residents know about this proposal.

3. State tax legislation. Tom Bakaly referred to the state legislative proposal taking away sales tax revenues from cities, collecting it at the state level and appropriating those funds to schools, which in theory turn would reduce the school property tax rate. Sales tax revenues represent \$3 million annually to Park City. The rationale is based on the belief that cities are in the business of providing services to citizens with property tax revenues, not sales tax. However, he questioned if property taxes are appropriate to fund economic development and tourism efforts. Staff has been meeting regularly with Senator Bev Evans, and Representatives David Ure and Ross Romero.

Mr. Bakaly added that there is a *scary* land use proposal that if no action is taken on a conditional use permit within 30 days, it would be deemed approved. There seems to be a perception among state legislators that cities are not focusing on sound land use planning but rather chasing sales tax dollars and using RDAs inappropriately and at the expense of other taxing agencies. The resulting reaction is legislation taking sales tax revenues from cities. ULCT is encouraging addressing each problem individually, although the membership is not unanimous on this position. The City Manager suggested collaborating with other local taxing agencies to arrive at a solution that works for everybody. Joe Kernan thanked staff for working on this critical issue, and asked if Council should allocate more resources to staff; he clarified that lobbying may compete with other responsibilities that also need to attention. Tom Bakaly agreed that perhaps this should be considered and reiterated the importance of working with the ULCT to present a unified position and offering good solutions. Mayor Williams spoke about the influence of state officials representing sprawling communities that would most benefit from the redistribution of sales tax dollars. Tom Bakaly again stated the benefits of focusing on solutions to the issues, i.e., misuse of RDAs and tying sales tax as incentives for land use decisions. He acknowledged that some cities do this, and the legislature's reaction is considering diminishing the authority of local governments. Candace Erickson emphasized the potential devastating effects on funding special events and Joe Kernan referred to the irony of the Governor's \$10 million fund for the development of tourism.

The City Manager indicated that staff will return to Council with a recommendation on allocating more resources to lobbying. Jim Hier suggested that a special session be organized to review these tax issues, but not necessarily as part of a work session.

There was discussion about the ULCT taking a position on sales tax for the first time. The City will produce a brochure with information highlighting the benefits of tourism and addressing criticisms.

4. Sign Code. Ray Milliner explained that staff, the real estate community and the HMBA have been working together on amendments on the Sign Code. The majority of the changes are insignificant, i.e., grammatical or clarifying.

He referred to new language encouraging creativity by identifying shadowed, routed, or raised letters and discouraging using flat letters on a hanging or wall sign. The language regarding color requirements has been simplified. Last year, the City Council approved a trial to display temporary portable signs in the Summit Watch and Town Lift Plazas. Merchants were allowed to display sandwich board style signs to attract business to the locale. The trial period occurred from Christmas through the end of the ski season. There were five or six businesses that participated, approximately two signs were visible from Main Street and/or Park Avenue, and staff is recommending that the these provisions be incorporated in the Sign Code. The HMBA is recommending slightly different language so portable signs are allowed throughout the City, including Main Street. He continued to explain that the current language for directional, subdivision, free-standing, and way-finding signs creates conflicts and loopholes in different zoning districts. It is recommended that these provisions be consolidated in the free-standing sign section. This will allow way-finding signs for MPDs of greater than 100,000 square feet of building space. He pointed out the confusion on luminous tube or neon signs and the language has been clarified to allow a business or building one neon sign, less than two square feet, without having to obtain a permit, i.e., open signs. There is provision that only one sign is allowed for 25 feet of façade area.

Mr. Milliner addressed temporary signs or real estate open house signs. The Planning Commission forwarded a recommendation that eliminates open house signs off premise for for-sale properties with instructions to staff to meet with the Board of Realtors. Staff has met with the Board on two occasions on open house signs and it was agreed to hold semi-annual meetings to discuss code related issues, increase the minimum design standards, and increase self-regulation. It is staff's recommendation that the City Council consider leaving the language as is and allowing one off-premise open house sign and one on the property. It was clarified that the signs can be displayed 30 minutes before and must be removed 30 minutes after the open house and only one sign is allowed on the property, either the for-sale or open house sign. Candace Erickson pointed out potential confusion in finding the open house if there are several houses for sale on the street. Ray Milliner acknowledged that the same concern was expressed by local realtors but pointed out the proliferation of signs on City streets. She felt it is reasonable to allow two open house signs so that one can be placed on the property. Mark Harrington interjected that the City does not control content, so the

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wording "*open house*" could be temporarily added to the for-sale sign on the property.
See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 3, 2005**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, November 3, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; and Ray Milliner, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council member Kernan disclosed his recycling contract with the Board of Realtors. Jim Hier stated that he is a realtor and does not feel that voting on the Sign Code is a conflict of interest. Mayor Williams stated that he is also a licensed realtor.

Marianne Cone added that she learned on the news that shopping at small businesses in town generates a 58% sales tax return to the locale as compared to only 12% when purchases are made from large national franchises.

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

None.

IV CONSENT AGENDA PUBLIC HEARING

Ordinance approving the first amended Shooting Star at the Village at Empire Pass Condominium record of survey plat, Park City, Utah – Brooks Robinson explained that the property is located in Pod A and this is a request to enclose a 221 square foot exterior deck, which is currently platted as open space. This proposed use is support commercial which will be deducted from the 75,000 square feet of commercial allowed in the Empire Pass development. The Planning Commission forwards a positive recommendation and no public input has been rendered on the application. The Mayor opened the public hearing, and hearing no comments, closed the hearing.

V CONSENT AGENDA

Jim Hier, "I move approval of the consent agenda". Kay Calvert seconded. Motion carried unanimously.

Ordinance approving the first amended Shooting Star at the Village at Empire Pass Condominium record of survey plat, Park City, Utah – See staff report and public hearing.

VI NEW BUSINESS

Ordinance amending the Municipal Code, Title 12, Sign Code – Ray Milliner explained the change in lettering language encouraging variety and depth by promoting raised or routed letters on the sign face. The Planning Commission recommends that the Code be amended to clearly prohibit animated or moving signs. Historic replicative signs, like the obelisk at the Egyptian Theater, are allowed if the applicant can document that the original historic sign produced the same movement and/or motion. With regard to the trial of temporary portable signs in plazas or sandwich boards, staff observed that six or seven businesses participated, no complaints were received and two signs could be viewed from the public right-of-way at any time. Staff is recommending that this be permanently inserted in the Code. The HMBA recommends that portable signs be allowed on public property on a year-round basis including all rights-of-ways with written permission from the City. Staff continues to recommend prohibiting these signs on public property and limiting them to plazas from November 15 until April 15. Mr. Milliner continued that there is a recommendation to consolidate language for free-standing signs in large scale MPDs with a maximum square footage from 10 to 20 square feet. He explained the proposal that one luminous tube sign will be allowed for every 25 feet of building façade width. One neon sign of less than two square feet in size is allowed per building face without a permit.

Mr. Milliner reported that the Planning Commission expressed concern about the clutter of open house signs and directed staff to meet with the real estate community to reach a compromise. Those meetings were held and the real estate community's recommendation is allowing a minimum number of signs reasonably necessary to direct potential buyers to a property. This language is a concern to staff because "*reasonably necessary*" could mean anything and staff's recommendation is that the language remain the same (one on-premise and one off-premise sign allowed) with the proviso that enforcement is enhanced. Kay Calvert interjected that the Board has also volunteered to self-enforce the policy and designating a number may not be relevant. Ray Milliner explained that not having a maximum number makes enforcement extremely difficult. He referred to letters from the HMBA and Board of Realtors which were included in the staff report. The Mayor opened the public hearing.

Betty Brown, President of Board of Realtors, emphasized that the membership is committed to a safe and desirable atmosphere. Real estate is a huge industry in the state which creates employment and a healthy tax base. Signs are critical and there is a genuine effort to comply with all rules and preserve the image of the City. Contrary to the draft, she suggested that signs be placed parallel to the street and if only one sign is allowed, it may as well be none. As a practical matter, agents have a half hour to install signs which would limit the number, and as an option, she suggested a *not to exceed number*. She emphasized that the group could monitor infractions which would first be

handled internally and then referred to the City if compliance is not met. Ms. Brown urged the Council to afford them the opportunity to try this proposal.

Matt Green, member of the Board of Directors of Realtors, clarified another Board suggestion of prohibiting more than two signs at the same location per agent. The Mayor suggested collaborating with other agencies to limit the number of signs at any given time.

Seton Prince, member of the Board of Directors, pointed out the difficulty of coordinating with other agents because every realtor is an independent contractor with different schedules.

Jess Reid, Jess Reid Realty, recalled this very same debate over real estate signs about 20 years ago. He urged that an adequate number of signs be allowed because open houses are important to both the seller and potential buyers. The solution reached years ago was the formation of a committee of realtors to monitor sign clutter. The committee would contact the violator and ask that the problem be corrected within a certain time frame. Non-compliance would result in reporting the violation to the City. He believed the committee disbanded because of its success in controlling real estate signs. He urged Council to again consider this tack and not limit signs to one or two. Joe Kernan discussed the Board's recommendation of keeping the parallel orientation language and to providing an exception for realtors for off-street signs.

Jim Lewis, Lewis Wolcott & Dornbush Realty, stated that from a common-sense standpoint, open house signs are essential tools to an important industry in town. The clutter has been over-emphasized. He pointed out that many sellers are part of Council's constituency and emphasized that open house signs are only displayed a short amount of time. People are not hurt by clutter but are by not finding open house properties. He relayed that no other resort community monitors signs in this fashion and Park City competes with those towns. He urged Council to use common sense.

Kathy Mears, Director-elect Board of Realtors, commented that many years ago, when two or three signs were allowed, Park Meadows ended at the Racquet Club. Now, Park City is very different and there are many locations that a person can not find without directional signs. Realtors are advocates for people who hire them and she urged Council to adopt guidelines that reflect the norm.

Mike Sweeney, HMBA, referred to the Sign Code and stated that merchants would like choices other than the color ivory, for letters on internally illuminated signs. He proposed allowing animated signs in the commercial district, at least on a trial basis at a later date, and discussed allowing inflatable signs or balloons. Portable signs are currently limited to a-frame signs and there should be more latitude to allow creative

designs, still maintaining the ten square feet maximum. Additionally, these signs should be allowed in other commercial locations besides private plazas. He suggested language to allow awning and canopy signs for businesses located above the street level and allowing electronic display terminals in store window fronts to display slides of paintings, for instance. Ray Milliner interjected that the Planning Commission discussed this technology a couple of years ago and decided not to use them because of the historic look of Main Street. Mr. Sweeney added that internally illuminated-pan channel letters should be allowed on free-standing signs. Luminous tube signs should be allowed not only for street level businesses but for businesses on other floors. The limitation of one sign per 25 feet of building façade is too stringent and should be changed to five or ten feet and Candace Erickson clarified the provision which reads, per building or tenant space. Mike Sweeney suggested that the setback for signs be changed from ten feet to five feet because of the configurations of some display spaces. Banners should be allowed to have more permitted colors and materials, i.e., reflective finishes, acknowledging that fluorescent colors should continue to remain prohibited.

With no further public input, Mayor Williams closed the public hearing. Jim Hier indicated that with all of the amendments suggested by Mr. Sweeney, that the Council be provided time to review all of the comments. He felt proposed Code amendments should be presented in a clearer fashion and Joe Kernan felt it would be helpful to compare the Planning Commission's and staff's perspective. Kay Calvert agreed with Mr. Sweeney's comments about allowing more designs for sandwich board signs. Mr. Kernan also suggested that staff create a chart outlining associated setbacks for sign types. Candy Erickson proposed that a-frame signs be regulated as not exceeding x number of square feet, i.e., both sides, and not restricting the design. The Mayor felt that these signs should be allowed year-round since the trial was intended to be temporary.

Council member Hier expressed that the number of open house signs should not be unlimited but should meet the community's need and limiting it to one sign is worthless. Having the signs parallel to the street is his preference. Kay Calvert agreed with Mr. Hier's and Mr. Lewis' comments regarding using common sense with regard to the number needed. She felt a cap of ten signs is reasonable and pointed out that realtors have to install and remove these signs. Marianne Cone emphasized that each realtor can concurrently place signs at intersections and the proliferation of signs could be out of control. Ms. Erickson encouraged better contemplating the appropriate number of signs and suggested to the real estate community, possibly installing only one sign on SR224. She is not happy when she sees three open house signs lined up on the sidewalk and felt a lot can be accomplished by the industry. If the realtors can address the plethora of signs at major intersections, the Council can arrive at a number for interior neighborhoods. Dana Williams believed ten signs is excessive. He has no problem with the suggested language by the Board and believes the City ordinance, as

drafted, will not be followed. It is a matter of using common sense and he personally believes the industry needs to regulate itself and would support trying this tack. Joe Kernan agreed and if there is a problem with clutter, to ask the real estate community to provide a solution. Ray Milliner interjected the difficulty in defining "*reasonable*". Jim Hier expressed that he has difficulty with an unlimited number; it seems inappropriate. He felt that no one needs more than ten, but there should be a quantified number. Kay Calvert acknowledged that she recommended ten, but now believes unlimited is better. Mr. Milliner explained the dilemma in interpreting "*reasonable*" from an enforcement standpoint and pointed out that the real estate community is the only industry allowed to display off-premise signs. He strongly encouraged identifying a number. The Mayor commented that open house signs are more directional than promotional in nature. Mark Harrington encouraged the City Council to carefully consider Code revisions and to be philosophically consistent. A decision needs to be made whether real estate signs should be self-regulated or whether the City should enforce an ordinance based on the defined number of signs allowed. It can't be both ways. If there are standards, staff should recommend a minimum framework like not placing signs in the City's right-of-way. He explained that "way-finding" is a specific term of art in the Code for MPDs and he didn't want to confuse terms. He pointed out that temporary signs are also allowed for yard sales and if the number of allowable temporary off-premise signs is expanded for real estate signs, there should be a clear legitimate reason why it is different. He again encouraged that the right-of-way location be clarified and that staff return with a suggestion on an appropriate number; there could be different standards for different parts of town, because Old Town streets are so narrow.

Ray Milliner stated that he will return to Council with a clean copy of the Sign Code, draft language to allow more flexibility with regard to the design of plaza signs, summarize setbacks for various signs, compare staff and Planning Commission recommendations, and modify open house sign language. Mayor Williams explained that blocking sidewalks is unacceptable but many signs are often unintentionally placed in the right-of-way but are not obstructive. The City Attorney felt that standards can be developed with regard to the right-of-way. He again emphasized that Council agree on either self-regulation or directing staff to return with a recommendation on number. Jim Hier recommended that the latter be presented to Council and Marianne Cone agreed. The City Manager suggested returning to Council in December.

Marianne Cone, "I move we continue the public hearing to December 1, 2005". Joe Kernan seconded. Motion unanimously carried.

VII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Candace Erickson "I move to close the meeting to discuss property and litigation". Joe Kernan seconded. Motion carried unanimously.

The meeting opened at approximately 4:30 p.m.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott



City Council Staff Report



Author: Tom Bakaly & Gary Hill
Subject: TAX LEGISLATION
Date: November 3, 2005
Type of Item: Discussion

Budget, Debt, and Grants

Discussion of current legislative proposals on tax reform and how they could impact Park City and other units of local government.

Topic:
Tax Legislation

Background:

Over the past two years, Utah legislators have proposed initiatives to change the State's tax structure. These proposals have ranged from changing how sales tax is distributed to the elimination of RDAs. In response to this, the Utah League of Cities and Towns created a "Tax Team" made of representatives of 19 communities from across the state to come up with a League-wide tax position. Park City has actively participated in this process, which resulted in the adoption of the League's tax policy on September 16th of this year.

During last year's legislative General Session, Representative Wayne Harper proposed "streamlining" sales tax in the state by creating a single sales tax rate to be applied in every jurisdiction in the state. During the same session, Senator Greg Bell proposed changing the sales tax distribution formula from 50% point of sale/50% population to 100% population, and Senator Curtis Bramble created a bill that put a moratorium on RDAs for one year.

While no bills (outside of RDA bill) actually passed, the legislature did approve the creation of a task force to study the State's tax structure. The Tax Reform Task Force has met almost bimonthly since May, and has considered proposals in four subcommittees:

- Income Tax
- Property Tax
- Sales Tax
- RDA and Other Taxes

The last meeting of the Tax Reform Task Force was held on October 12th. The full set of recommendations/options from the subcommittees is attached to this report (see Attachment 1 – ***Working Group Recommendations and Task Force Action***). The

Task Force is now presenting these recommendations to the residents of Utah at public hearings around the state.

Of particular concern is a recommendation to eliminate the local option sales tax altogether. In this proposal, the 1% local option tax that all cities currently impose would become a state sales tax used to fund education. Cities and towns would increase their property tax to replace the lost revenue, and school districts would reduce their property tax rates to offset new money from the state. Although the 1% Resort Tax would remain in place, this proposal would have a dramatic negative impact on Park City's tourist economy. This entire proposal is outlined in Attachment B – ***Improving Utah's State and Local Tax System: Aligning Revenue Sources with Services.***

On November 3rd, Staff will update City Council on this and other related proposals and review the City's efforts to work with the League of Cities and Towns and our legislative representatives.

Attachments:

A: Legislative handout: ***Working Group Recommendations and Task Force Action***

B: Legislative handout: ***Improving Utah's State and Local Tax System: Aligning Revenue Sources with Services.***

C: Park City's Tax Reform Lobbying Work Plan (draft)

Utah Legislature
Tax Reform Task Force
Working Group Recommendations and Task Force Action
as of October 12, 2005

Working Group	Working Group Recommendation	Task Force Action	Bill Drafted?	Revenue Effect (of Task Force Action)
RDA and Other Taxes	Amend insurance premium tax to lower the tax rate on certain types of insurance policies.	On Sept 7, draft legislation approved by Tax Reform Task Force. On Sept 21, draft legislation approved by the Revenue and Taxation Interim Committee.	Yes	Under review by Legislative Fiscal Analyst (LFA)
RDA and Other Taxes	No working group recommendation. Proposal introduced to eliminate 1% local option sales and use tax "hold harmless" provision.	On Oct 12, Tax Reform Task Force voted to send hold harmless elimination proposal to Revenue and Taxation Interim Committee and public hearings.	No	No net revenue effect, shift of some local funds
Income	Change individual income tax base to federal Adjusted Gross Income with no deductions, 4% rate (preliminary starting point).	On Oct 12, the Tax Reform Task Force voted to send 4 proposals to the Revenue and Taxation Interim Committee and public hearings: (1) Gov. Huntsman's proposal (2) Gov. Huntsman's proposal revised to eliminate the personal exemption limit and allow a credit for mortgage interest (3) Rep. Dougall's proposal to adopt a flat income tax and provide a sales tax credit for those below certain income levels (4) Rep. Urquhart's proposal to reduce income tax by \$40M by expanding existing brackets	No	Would depend upon proposal adopted
Income	Refer to the Constitutional Revision Commission (CRC), with a favorable recommendation, a proposed constitutional amendment that eliminates the earmarking of income taxes for education.	On Sept 1, CRC voted to not support this proposal. On Oct 5, Tax Reform Task Force voted to table.	Yes	None

Working Group	Working Group Recommendation	Task Force Action	Bill Drafted?	Revenue Effect (of Task Force Action)
Income	Recommend that the Tax Reform Task Force have a full and open discussion of options to change the state individual income tax.	Under consideration by Tax Reform Task Force.	N/A	None
Income	Repeal the state gross receipts tax and gross receipt tax increases imposed during the 1995 General Session. Require that the savings from the tax reduction to be passed along to ratepayers.	On Oct 5, Tax Reform Task Force voted to send draft legislation to Revenue and Taxation Interim Committee and public hearings.	Yes	LFA estimates \$3.4 million decrease to the Uniform School Fund
Income	Change the state corporate franchise & income taxes to allow a taxpayer to elect to use a single sales factor apportionment methodology.	On Oct 5, Tax Reform Task Force voted to send draft legislation to Revenue and Taxation Interim Committee and public hearings.	Yes	LFA estimates \$32.6 million decrease to the Uniform School Fund
Property	Refer to the CRC, without recommendation, a proposed constitutional amendment allowing legislature to exempt certain personal property from the property tax.	CRC voted at its Sept 1 meeting to not support this proposal. On Sept 15, Tax Reform Task Force voted to present the draft bill in public hearings. On Oct 5, Tax Reform Task Force voted to send draft legislation to Revenue and Taxation Interim Committee and public hearings.	Yes	No impact from constitutional change. Revenue impact would depend on subsequent legislative action, if constitutional change approved by voters
Property	Recommend two legislative options "Advertising Property Tax Increases" and "Requirement of Property Tax Increase Advertisement" that modify the newspaper advertisement required to be issued by taxing entities proposing to increase their certified rate.	On Oct 5, Tax Reform Task Force voted to send "Advertising Property Tax Increases" to Revenue and Taxation Interim Committee and public hearings.	Yes	LFA estimates no fiscal impact

Working Group	Working Group Recommendation	Task Force Action	Bill Drafted?	Revenue Effect (of Task Force Action)
Property	Recommend to the full task force draft legislation titled "Property Tax - Certified Tax Rate Adjustment."	Under consideration by Tax Reform Task Force	Yes	LFA estimates amount of increased local revenues will vary based on CPI, but would be in the range of \$13 million annually.
Property	Recommend to the full task force draft legislation titled "Voted Leeway Amendments."	On Oct 12, Tax Reform Task Force voted to send 2 proposals to the Revenue and Taxation Interim Committee and public hearings: (1) "Voted Leeway Amendments" draft legislation, as adopted by working group (2) New draft legislation to provide that if a school district desires to be exempt from the newspaper advertisement requirement for its voted leeway property tax levy, that the levy must be subject to a sunset date.	Yes	"Voted Leeway Amendments" under review by LFA. Effects would depend on action taken by school districts.
Property	Limit the property tax primary residential exemption to 45% of the first \$100,000 of fair market value.	On Sept 15, Tax Reform Task Force voted to table.	Yes	None
Property	No working group recommendation. Proposal introduced to increase property tax circuit breaker amounts and expand eligibility, with a commensurate change in the renters credit and an adjustment to link age of eligibility with Social Security retirement age	On Oct 12, Tax Reform Task Force voted to send proposal to Revenue and Taxation Interim Committee and public hearings.	No	OLRGC estimates approximately \$6M for the property tax circuit breaker portion only (renter's credit would be additional)
Sales	Increase sales and use tax base to include certain personal consumption services	On Oct 12, Tax Reform Task Force voted to table.	No	Approximately \$150 million state General Fund increase & \$50 million local fund increase**

Working Group	Working Group Recommendation	Task Force Action	Bill Drafted?	Revenue Effect (of Task Force Action)
Sales	Provide a \$75 per person refundable income tax credit to compensate for sales and use taxes on food for those below certain income thresholds	On Oct 12, Tax Reform Task Force voted to send proposal to Revenue and Taxation Interim Committee and public hearings.	No	Approximately \$50 million to \$60 million Uniform School Fund decrease, assuming full participation
Sales	Exempt from sales and use taxes all business inputs used in the production process in specified primary industries	On Oct 12, Tax Reform Task Force voted to send to Revenue and Taxation Interim Committee and public hearings the proposal exempting inputs in specified industries, with the preferred option being for inputs with a one year life or greater, but all useful life period estimates presented.	No	Approximately \$160 million state General Fund decrease and \$55 million local fund decrease**
Sales	Exempt from the sales and use tax telecommunications capital equipment	On Oct 12, Tax Reform Task Force voted to send to Revenue and Taxation Interim Committee and public hearings (along with broader business inputs proposal).	No	Approximately \$7 million to \$13 million state General Fund decrease and \$2 million to \$5 million local fund decrease**
Sales	Review existing sales and use tax exemptions	Under consideration by Tax Reform Task Force	No	Would depend on decision taken by the task force
Sales	Establish a uniform sales and use tax rate statewide (various options)	On Oct 12, Tax Reform Task Force voted to send proposal to Revenue and Taxation Interim Committee and public hearings (joint proposal with property and sales tax shift).	No	Various funding shifts. The proposal is intended to be revenue neutral at the state level.
Sales	Tax cable and satellite similarly	On Oct 12, Tax Reform Task Force voted to send to Revenue and Taxation Interim Committee and public hearings a proposal to equalize taxation of cable and satellite industries by providing a tax credit against the state excise tax for the cable industry.	No	LFA to review after bill drafted
Sales	Tax all personal property the same, regardless of attachment to real property	Under consideration by Tax Reform Task Force	No	Would depend on decision taken by the task force

Working Group	Working Group Recommendation	Task Force Action	Bill Drafted?	Revenue Effect (of Task Force Action)
Sales	For the existing manufacturing sales and use tax exemption, more clearly define the difference between a repair part and a part that extends the useful life of equipment	On Oct 5, Tax Reform Task Force voted to draft legislation exempting both replacement and repair and to send to Revenue and Taxation Interim Committee and public hearings.	No	LFA to review after bill drafted
Sales	More clearly define isolated and occasional sales and use tax exemption	On Sept 9, Tax Review Commission passed draft legislation. On Oct 5, Tax Reform Task Force voted to send draft legislation to Revenue and Taxation Interim Committee and public hearings.	Yes	Under review by LFA
Sales	More clearly define which state and local telecommunication taxes and fees should be imposed on the provider and which should be imposed on the consumer	On Oct 12, Tax Reform Task Force voted to have the Tax Commission handle this issue through rulemaking.	No	None
Sales	More clearly define the difference between custom (non-taxable) and "canned" (taxable) software	Under consideration by Tax Reform Task Force	No	Would depend on decision taken by the task force
Sales	(1) Modify "locally grown" agricultural products statutory language to allow an exemption for a farmer's sale of a farmer's produce and repeal "locally grown" requirement or (2) repeal exemption entirely	On Oct 5, Tax Reform Task Force voted to draft legislation exempting agricultural products sold by the producer, the producer's family or the producer's statutory employee and to send to Revenue and Taxation Interim Committee and public hearings.	No	LFA to review after bill drafted
Sales	Tax all assisted car washes, laundry facilities, and amusement devices and exempt all unassisted car washes, laundry facilities, and amusement devices	On Oct 12, Tax Reform Task Force voted to send proposal to Revenue and Taxation Interim Committee and public hearings.	No	LFA to review after bill drafted
Sales	Treat similar transportation types similarly	Waiting for Tax Review Commission recommendation and under consideration by Tax Reform Task Force	Yes	Would depend on decision taken by the task force

Working Group	Working Group Recommendation	Task Force Action	Bill Drafted?	Revenue Effect (of Task Force Action)
Sales	Examine newspaper exemption as part of general review of sales and use tax exemptions	On Oct 12, Tax Reform Task Force voted to send a proposal to tax newspapers to the Revenue and Taxation Interim Committee for comment and to present the proposal for comment at public hearings.	No	Would depend on decision taken by the task force
Sales	Refer proposal to provide a sales and use tax exemption for dental prostheses to Tax Review Commission for recommendation	Waiting for Tax Review Commission recommendation	No	Would depend on decision taken by the task force
Sales	Retain sales and use tax exemption for fuel and, if additional revenues for transportation are necessary, increase the fuel tax	Waiting for Task Force review and action	No	Would depend on decision taken by the task force
Sales	Shift city and county sales and use taxes to school districts and school district property taxes to cities and counties	On Oct 12, Tax Reform Task Force voted to send three proposals to Revenue and Taxation Interim Committee and public hearings for consideration: (1) Shift of sales/use and property taxes (joint proposal with single statewide sales and use tax rate) (2) 75% population / 25% point of sale distribution of 1% local option sales and use tax (3) 50% population / 25% point of sale / 25% wage distribution of 1% local option sales and use tax	No	Various funding shifts. The proposal is intended to be revenue neutral at the state level.

* The Utah State Tax Commission estimates that this is the 2005-06 revenue neutral rate

** Preliminary state revenue estimate from Utah State Tax Commission. Local funds are estimated at 1/3 of state estimate.

Improving Utah's State and Local Tax System: Aligning Revenue Sources With Services

October 12, 2005 Draft

Background

This proposal accomplishes four important goals to more closely align the types of services provided by different government entities with the revenue sources used to fund those services.

Municipalities. First, it establishes the property tax as a primary source of revenue for municipalities, which provide services to property. If a parcel of ground is not improved, there are few, if any, services for a municipality to provide. Police, fire, roads, water, etc., are services provided to benefit *improved* property. This is why historically the property tax has been a logical and natural choice to fund municipal services and why Utah's state and local tax system should emphasize the property tax as a benefit tax. Services provided to property should primarily be financed by taxes on that property.

Schools. Second, while property taxes should primarily be used to fund municipal services, financing public education in Utah has historically been a state responsibility. The state's minimum school program provides a fair and equitable funding system for all school children, no matter where in Utah they may live. This proposal maintains and strengthens this historical state commitment to public education by adding the sales and use tax as an important component of public education funding.

Counties. Third, the proposal recognizes the unique role of counties in providing important public services that are usually over a wide geographical area. For the most part, counties do not provide services directly related to property. Rather, they provide services such as jail operation, property tax system administration, flood control, public health, and social services. Counties are also an important provider of many state government services. Because counties act as agents of the state, it is appropriate for them to rely on the sales and use tax as one source of revenue.

Transportation. Finally, this proposal recognizes the tax contribution of motor vehicles to the state sales tax and allocates a portion of state sales taxes to fund transit and transportation.

Proposal

This proposal is revenue neutral at the state level.

Sales and Use Tax

Adopt a uniform statewide sales and use tax rate of 6.35 percent consisting of the following:

- ▶ 5.85 percent state rate *;
- ▶ 0.25 percent county rate; and
- ▶ 0.25 percent transportation (local roads and/or transit) rate.

The two Resort Community Sales and Use Taxes established under Part 4, Chapter 12, Title 59 (and possibly other sales and use taxes) would continue to be levied but would be considered as “non-agreement” taxes under the Streamlined Sales and Use Tax Agreement. (The transition to replacement revenue sources for the various local option sales and use taxes is described below.)

In order to achieve a uniform statewide sales and use tax rate, if a county does not impose the county option sales and use tax, or if a county or municipality does not impose the transportation sales and use tax, a replacement tax will be imposed by the state and the revenue used for state purposes with a commensurate reduction in property taxes.

The portion of the additional public transit tax in counties of the first class that is now deposited into the Public Transportation System Tax Highway Fund created under Section 72-2-121 would be assumed by the state.

Public Education Financing

- ▶ Revenue from a one percent state sales and use tax would be allocated to the Uniform School Fund to be distributed to school districts under the minimum school program.

Property Tax

- ▶ Establish the property tax as a primary source of revenue for municipalities.
- ▶ Eliminate the minimum basic property tax levy imposed by a school district under the

minimum school program.

- ▶ Beginning with the first year of implementation, a certified property tax rate:
 - ▶ imposed by a school district must be adjusted to compensate for the additional revenue that the school district receives from the Uniform School Fund;
 - ▶ imposed by a municipality that imposes the transportation tax for the first time must be adjusted to compensate for the additional revenue that the municipality receives from the transportation sales and use tax;
 - ▶ imposed by a county that imposes the county option sales and use tax or the transportation sales and use tax for the first time, must be adjusted to compensate for the additional revenue that the county will receive from the county sales and use tax and the transportation sales and use tax;
 - ▶ during the first year of implementation only, may be increased (with the notice and advertisement requirements waived) by a municipality or county to replace the revenue that the entity received during a prior base period from the one percent local option sales and use tax; and
 - ▶ during the first year of implementation only, and except as provided above, may be increased only with voter approval.

Transition

This proposal will take effect on July 1, 2006. The transition to replacement revenue sources and new administrative structures (where applicable) is as follows:

Sales and Use Tax To Be Eliminated or Modified	Replacement Revenue Source	New Program/ Administrative Entity	FY 2005 Revenue From the Sales and Use Tax
Local Sales and Use Tax	Property tax capacity formerly used by school districts.	None	\$356,496,094
County Option Botanical, Cultural, Recreational, and Zoological Organizations or Facilities	General Fund *	Grants to non-profit organizations, municipalities, and counties for zoological, cultural, and recreational programs. Department of Community and Culture	\$19,632,622 Salt Lake, Uintah, Summit, Cache and Weber counties impose this tax.
City or Town Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities	General Fund *	Grants to non-profit organizations, municipalities, and counties for zoological, cultural, and recreational programs. Department of Community and Culture	\$24,427 (one quarter only of FY 2005) Tooele City imposes this tax. If approved by the voters, Orem City may impose this tax beginning April 1, 2006.

Sales and Use Tax To Be Eliminated or Modified	Replacement Revenue Source	New Program/ Administrative Entity	FY 2005 Revenue From the Sales and Use Tax
Public Transit Option (Additional Rate)	General Fund	Grants to public transit districts. Department of Transportation	\$50,000,000 (Est.) This tax is imposed by county and municipal governments in Salt Lake, Davis, and Weber counties.
Rural county health care facility	General Fund * (or as a non-SST tax)	Grants to counties to operate hospitals and other health care facilities. Department of Health	\$4,619,572
Rural municipality health care facility	General Fund * (or as a non-SST tax)	Grants to municipalities to operate hospitals and other health care facilities. Department of Health	\$328,301 Beaver City imposes this tax.
Resort communities (basic rate)	No change	"non-SST" tax	\$9,478,694
Resort communities (additional rate)	No change	"non-SST" tax	(included above)
Municipal Option Highway or Public Transit	No change	Modify to allow a county to also impose this tax only in unincorporated areas.	\$8,263,443
County Option Highways, Fixed Guideways, or Public Transit	None	None	Not imposed

Sales and Use Tax To Be Eliminated or Modified	Replacement Revenue Source	New Program/ Administrative Entity	FY 2005 Revenue From the Sales and Use Tax
Town Option	No change.	"Non-SST" tax.	\$25,000 (Est.) This tax is imposed by the Town of Snowville

There are no changes to the following sales and use taxes:

Public Transit Option (Section 59-12-501)

County Option Sales and Use Tax (Title 59, Chapter 12, Part 11). This tax is now not imposed by Emery, Kane, and Millard Counties. To achieve a uniform statewide sales and use tax rate, this tax would either: (a) be imposed by these counties; or (b) be replaced with a state sales and use tax and used for state purposes. Under both options there would be a commensurate reduction in property tax revenues to be revenue neutral.

* The state rate will be reduced over the next 10 years as the authorization periods for the following currently authorized County Option Botanical, Cultural, Recreational, and Zoological Organizations or Facilities, City or Town Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities, Rural county health care facility, and Rural municipality health care facility sales and use taxes expire:

Sales and Use Tax	Imposed by	Authorization Expires
Rural municipality health care facility.	Beaver City	January 1, 2015
Rural county health care facility	Garfield County	April 1, 2010
Rural county health care facility	Kane County	April 1, 2013

Sales and Use Tax	Imposed by	Authorization Expires
Rural county health care facility	Uintah County	April 1, 2010
County ZAP	Cache County	April 1, 2013
County ZAP	Salt Lake County	December 31, 2014
County ZAP	Summit County	July 1, 2011
County ZAP	Uintah County	October 1, 2006
Municipal ZAP	Tooele City	April 1, 2015

Exhibit C - Tax Reform Lobbying Work Plan (10-31-05)

Park City's plan for working with the Legislature should focus on building consensus with the League of Cities and Towns, peer communities and their legislators. Additional efforts should focus on educating other organizations (counties, school districts, etc.) about detrimental legislative changes.

1- Update Bev Evans, Dave Ure, and Ross Romero on the League's position and the proposals made by the Tax Reform Task Force.

- Meet with each of them within the month to bring them up to speed on all of proposals on the table and Park City's position.
- Meet at least monthly between now and the legislative session to keep them updated.
- Meet at least every two weeks during the session.

2 – Continue to actively participate with the League to push the ULCT Tax Position that was adopted on September 16th, 2005.

- Attend all Legislative Policy Committee meetings to maximize our vote
- Staff to continue to work with Tax Team and other task forces
- Elected officials to participate on boards and committees (nominations committee, Board of Directors, etc)

3 – Work with other groups and communities (and their legislators) that have similar interests and issues:

- Inform counties and school districts of the impacts of potential legislation
- Work with city officials to uniformly support the League's position
- Provide talking points that all can use to inform legislators
- Meet with the cities and their legislators as necessary

4 – Work with UTA and other transit agencies to support changes to the Transit Tax

- UTA: Katherine Pett, Mike Allegra
- Logan Transit
- St. George: Suzanne Allen, Gary Esplin, Sean Guzman

5- Ensure that the City retains the Resort Communities and the Transit taxes in at least their current forms (i.e. same rate and 100% point of sale distribution). Work for expanded taxing authority if possible.

- Get on the road and educate legislators in their home areas
- Form a coalition with transit and resort communities and their legislators
- Work with other legislators supportive of transit and local tourism
 - Tourism Task Force members
 - Senator Valentine
 - Dave and Bev

6- Take advantage of other lobbying resources and their connections

- Chamber Bureau
- Community members
- Etc...

City Council Staff Report



Author: Brooks T. Robinson
Subject: Village at Empire Pass,
Amendment to Shooting Star Lodge
Condominium Record of Survey
Date: November 3, 2005
Type of Item: Administrative

**PLANNING
DEPARTMENT**

Summary Recommendations:

Staff recommends the City Council hold a public hearing for an amendment to the Shooting Star Lodge at the Village at Empire Pass condominium record of survey plat. Staff has prepared findings of fact, conclusions of law and conditions of approval for the City Council's consideration.

Topic:

Applicant	East West Partners
Location	Pod A, Village at Empire Pass
Zoning	Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)
Adjacent Land Uses	Deer Valley Resort, other development parcels of the Village at Empire Pass Pod A.

Background:

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A. As part of the Commission review of the MPD, Building Two (Shooting Star) was examined carefully for height, layout and architectural character, as it was the furthest along in terms of design and provided detailed insight into the architectural nature of the overall development. A height exception was granted for Building Two.

On August 25, 2004, the Planning Commission approved a Conditional Use Permit for the Shooting Star Lodge for 21 units plus an ADA unit utilizing 36,481 square feet and 18.3 Unit Equivalents.

On September 30, 2004, the City Council approved a Final Subdivision Plat for the Village at Empire Pass, Phase I. The Shooting Star Lodge is located on lot 8. The City Council approved the Shooting Star Lodge condominium record of survey on November 4, 2004.

The proposal is to enclose an exterior deck on the first level and convert the 221 square feet into a support commercial office. The deck is currently platted as common space. The applicant, East-West Partners, still owns 100% of the building. The new space will be platted as a private commercial unit.

The Planning Commission reviewed this application at its regular meeting of October 26, 2005, and forwards a positive recommendation.

Analysis:

Resort Support Commercial uses are allowed up to a total of 75,000 square feet in the Flagstaff Development Agreement (section 2.2.1.5). General Office is required to have 3 parking spaces per thousand square feet of area. The parking requirement for this space is one parking stall. The 21 residential units require 42 parking spaces per the LMC. The Development Agreement reduced the parking requirement by 25%, thereby requiring 32 spaces. The applicant has 33 spaces including a parking space allocated to the common ADA unit. The platted common ADA unit cannot be separately rented (to use it an owner or guest must be occupying another unit) and is appurtenant to all the other units. In effect, the ADA unit is like another room within a unit and the 32 parking spaces for the 21 residential units is sufficient. The 33rd parking space may be considered for the commercial unit.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record. No public input has been received by the time of this report.

Alternatives

1. The City Council may approve the Shooting Star Lodge amended record of survey condominium plat as conditioned or amended; or
2. The City Council may deny the Shooting Star Lodge amended record of survey condominium plat and direct staff to make Findings for this decision; or
3. The City Council may continue the discussion on the Shooting Star Lodge amended record of survey condominium plat.

Significant Impacts

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

Recommendation

Staff recommends the City Council hold a public hearing for an amendment to the Shooting Star Lodge at the Village at Empire Pass condominium record of survey plat. Staff has prepared findings of fact, conclusions of law and conditions of approval for the City Council's consideration as found in the attached ordinance.

Ordinance No. 05-

AN ORDINANCE APPROVING THE FIRST AMENDED SHOOTING STAR AT THE VILLAGE AT EMPIRE PASS CONDOMINIUM RECORD OF SURVEY PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Shooting Star Lodge have petitioned the City Council for approval of the first amended Shooting Star Lodge condominium record of survey; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 26, 2005, to receive input on the first amended Shooting Star Lodge condominium record of survey;

WHEREAS, the Planning Commission, on October 26, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 3, 2005 the City Council approved the first amended Shooting Star Lodge condominium record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the first amended Shooting Star Lodge condominium record of survey.

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

SECTION 1. APPROVAL. The first amended Shooting Star Lodge condominium record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The Shooting Star Lodge is located in the RD-MPD zoning district.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A.

4. On August 25, 2004, the Planning Commission approved a Conditional Use Permit for the Shooting Star Lodge for 21 units plus an ADA unit utilizing 36,481 square feet and 18.3 Unit Equivalents.
5. On September 30, 2004, the City Council approved a Final Subdivision Plat for the Village at Empire Pass, Phase I. The Shooting Star Lodge is located on lot 8.
6. The City Council approved the Shooting Star Lodge condominium record of survey on November 4, 2004.
7. The proposal is consistent with the approved Master Planned Development for the Village at Empire Pass and the Flagstaff Mountain Development Agreement.
8. A first level exterior deck will be enclosed and 221 square feet of Support Commercial space is created.
9. One parking space is required. The platted common ADA unit cannot be separately rented (to use it an owner or guest must be occupying another unit) and is appurtenant to all the other units. In effect, the ADA unit is like another room within a unit and the 32 parking spaces for the 21 residential units is sufficient. The 33rd parking space may be considered for the commercial unit.
10. The Planning Commission reviewed this application at its regular meeting of October 26, 2005, and forwards a positive recommendation.

Conclusions of Law:

1. There is good cause for this amended Record of Survey.
2. The amended Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the amended Record of Survey.
4. Approval of the amended Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. An amended Condominium Declaration for the Commercial Unit must be recorded with the amended record of survey.
4. All conditions of approval of the Village at Empire Pass Master Planned Development, Village Phase I plat and the Shooting Star Conditional Use Permit shall continue to apply.

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

PASSED AND ADOPTED this 3rd day of November, 2005.

CITY COUNCIL Staff Report



Subject: SIGN CODE REVISIONS
Date: November 3, 2005
Type of Item: Legislative

PLANNING DEPARTMENT

Summary: Staff requests that the City Council review the proposed changes to Title 12 of the Municipal Code, conduct a public hearing and consider adopting the attached changes to the Sign Code.

TOPIC

Amendments to Title 12 of the Municipal Code.

BACKGROUND

On August 10, 2005, the Planning Commission conducted a public hearing and forwarded a positive recommendation to the City Council for a number of changes to the Sign Code. Prior to taking that action, the Commission requested that staff, representatives from the Historic Main Street Business Alliance and Commissioner Jack Thomas meet to discuss various proposed changes to the document. Two meetings were held wherein the Code was discussed and recommended changes were then passed along by the Planning Commission.

ANALYSIS

An ordinance containing a redline copy of the proposed changes to the Code is attached. Most of the changes are outlined Chapter by chapter below, however there are grammatical and administrative changes in the redline that are not specifically discussed. For instance, sections that addressed the Historic District Commission have been changed to Historic Preservation Board, and Community Development Director has been changed to Planning Director.

Chapter 1 Purpose

- Rearrange purpose statement to letter form rather than paragraph.

Chapter 2 Definitions

- Grammatical/clarification changes
- Creation of Construction signs definition
- Elimination of Subdivision Sign definition

Chapter 3 Permits

- Clarification/Grammatical changes
- Modification of lighting requirements to be consistent with LMC
- Reduce minimum review time from 30 days to 15

Chapter 4 Sign Standards

- Grammatical/clarification changes
- Elimination of building identification sign above max allowable height provision
- Elimination of plywood as a prohibited sign material
- Increased language requiring creative lettering on signs
- Simplify color requirements

Chapter 5 Unsafe and Unlawful Signs

No changes

Chapter 6 Alteration of Non-Conforming Signs

No changes

Chapter 7 Prohibited Signs

- Grammatical/clarification changes
- Allowance for historic animated signs
- Elimination of off premise temporary open house signs for real estate sales

Chapter 8 Non Regulated Signs

- Grammatical/clarification changes
- Elimination of time of display requirements for Special Events Flyers.
- Elimination of time of display requirements for Special Sale Signs.
- Eliminate the prohibition of roof or antenna mounted signs on vehicles.

Discussion Item

On December 16, 2005 the City Council adopted an "experimental sign plan modification" to the City Sign Ordinance that would allow for limited use of portable signs ("A-frame" signs not affixed to a building or to the ground) on private property throughout the 2004/2005 winter season. The approved language enabled business owners in a limited area of Main Street to place temporary portable signs in front of their businesses during hours of operation. The Council intended that the signs be allowed on a temporary basis with a review at the end of the season to determine whether or not the language should become a permanent section of the Sign Code. The Planning Commission reviewed this language the impacts of the experiment and recommended that the Council consider adopting it on a permanent basis.

The experimental sign plan was generally received as positive by the Main Street merchants, who stated that having the signs was a benefit for their businesses. Staff observed that there were usually 5 or 6 signs per day utilized by the merchants, of those, two were visible from Main Street. The HMBA recommended that the language be further expanded to be included in the GC, HCB, HRC, LI, RCO, RD, RDM, RM and RC zones and included draft language for review by the Council (see Exhibit C). Staff recommends that the Council consider adopting the following language.

Language:

12-12- 2. TEMPORARY PORTABLE SIGNS.

The use of temporary signs advertising or identifying a business or other type of entity is allowed within the boundaries of a Private Plaza and is subject to the following criteria:

(A) **SIZE.** No individual portable sign may exceed ten square feet (10 sq. ft.) in size.

(B) **NUMBER OF SIGNS.** One (1) sign is allowed per business.

(C) **ORIENTATION.** Temporary portable signs are allowed only on private property, and must not impede pedestrian circulation or ADA and Fire access no signs will be permitted on City owned property including City owned Right-of-Ways.

(D) **ZONING RESTRICTIONS.** Temporary portable signs are allowed only within the HCB, HRC and RC zoning districts.

(E) **DESIGN.** Portable signs shall be 24" x 36" A-Frame style with 2 1/8 inch wooden text panels, 4" legs, and 2 1/8" hardboard support panels. Fluorescent colors and reflective surfaces are prohibited on portable signs. Reflective colored materials that give the appearance of changing color are also prohibited. A matte or flat finish is required for all surfaces.

(F) **PERIOD OF DISPLAY.** Temporary Portable Signs shall be allowed from November 15, until April 15.

(G) **ILLUMINATION.** Illumination of temporary portable signs is prohibited.

Chapter 9 Permitted Signs

- Grammatical/clarification changes
- Elimination of Directional sign requirements.
- Elimination of Subdivision sign requirements.
- Elimination of Way-Finding signs.
- Increase in the allowed square footage of an Electronic Display Terminal from 2 square feet to 3 square feet, (the approximate size of a computer display terminal).
- Minimum of 6 feet of separation between hanging signs on a building.
- Allow corporate logos on umbrella signs

FREESTANDING SIGNS

Proposed language:

(H) **FREE-STANDING SIGN.**

(1) **Size** Freestanding signs shall be limited to a maximum of twenty square feet (20 sq. ft.) in area, ~~unless there are other approved signs on the building, in which case this maximum shall be reduced to ten square feet (10 sq. ft.).~~

(2) **Height Limit.** Free-standing signs may not exceed a height of seven feet (7') measured from ~~existing~~ Final grade.

(3) **Number of Signs.** Businesses, projects, parcels or Master Planned Developments less than 100,000 square feet of building space are limited to one (1) free-standing sign. If the property has more than one (1) entrance and frontage on more than one (1) street, one (1) additional sign may be permitted for directional purposes only. The combined square footage of all free-standing signs shall not exceed the maximum square footage allowed.

Master Planned developments of greater than 100,000 square feet of building space are allowed one additional free standing sign per additional 100,000 square feet of building area to a maximum of five freestanding signs within the development provided they are used specifically to identify the development, provide way finding within the development and to identify an amenity within the development. All other requirements of this Code shall apply. Freestanding signs in residential subdivisions are prohibited.

(4) **Setback and Orientation.** Free-standing signs shall not be placed in the setback area as defined for the zone in which the sign is located. However, in the General Commercial (GC) Zone, signs must be set back ten feet (10') from the property line.

Free-standing signs may be aligned either perpendicular or parallel to the road provided that signs perpendicular to the road are finished on both sides, and that signs parallel to the road maintain a setback of at least twenty-five feet (25') from the curb or edge of pavement. With the exception of those in the Frontage Protection Zone, the ~~Community Development~~ Planning Director may decrease this setback if it is determined that a particular road alignment or traffic conditions would facilitate adequate visibility of the sign for street or pedestrian traffic.

(5) **Zoning Restrictions.** Free-standing signs ~~may be~~ are allowed in the commercial districts GC, RM, RDM, RC, HRC, HCB and RD. Free-standing signs located in the Frontage Protection Zone ~~or the HCB District~~ require a Conditional Use Permit.

(6) **Design.** Free-standing signs with a solid or enclosed base are permitted. Signs must be compatible with the architecture of the building or use to which they are associated. Signs supported by at least two (2) poles without enclosed bases are also permitted provided that the exposed pole's height does not constitute more than fifty percent (50%) of the sign's overall height, i.e., the

height of the open area beneath a sign cannot exceed fifty percent (50%) of the sign's total height.

(8) Illumination. Lighting of free-standing signs is permitted, provided that the lighting complies with Section 12-4-9. However, internally illuminated pan-channel letters are not permitted on free-standing signs. Any exterior lighting proposed for the signs shall be included in the sign application.

It is intended that this language shall replace that for Directional, Way-finding and Subdivision signs.

Luminous Tube Signs

The Commission directed staff to investigate the possibility of limiting the number of luminous tube signs allowed under the Code. Staff recommends the following language.

LUMINOUS TUBE SIGNS (NEON). Luminous tubes (LT) used to draw attention to a business or building in any manner, ~~including, but not limited to, neon text, or logos~~ are considered signs and shall be regulated according to the provisions of this Code as follows:

- (1) **SIZE.** All LT signs are limited to six square feet (6 sq. ft.) or less.
- (2) **HEIGHT LIMIT.** LT signs shall be limited to the ground floor elevation.
- (3) **NUMBER OF SIGNS.** ~~Not applicable.~~ One LT sign is allowed for every twenty five (25) feet of building façade width. One (1) LT sign of less than two (2) square feet in size is allowed per building façade without a permit.
- (4) **SETBACK AND ORIENTATION.** LT signs must be located within a building and displayed through a window rather than being attached to the exterior of the building. If LT signs which are located within ten feet (10') of the front window are visible from the street ~~and exceeds two square feet (2 sq. ft.) in area~~, they are considered as sign area and must have a permit and will be included in the total sign area for the building. LT signs located ten feet (10') back from the window are considered interior lighting and are not regulated.
- (5) **ZONING RESTRICTIONS.** LT signs are permitted ~~may be used only~~ in the HCB, HRC, LI, RC and GC districts. LT signs are prohibited in all other zoning districts.
- (6) **DESIGN.** The following historic-colors are permitted in the Historic District in primary shades only: red, yellow, white, blue, green. All others are prohibited. Other colors are permitted in the GC districts, but are subject to the design standards of this title. LT signs may not flash, move, alternate, or show animation. The outlining of a building's architectural features is prohibited. ~~in~~

~~certain cases, open/closed or directional signs for a drive through, may be permitted to facilitate traffic circulation and control traffic congestion.~~

~~(7) **ILLUMINATION.** LT signs within themselves are illuminated. No other additional illumination is permitted.~~

Chapter 10, Temporary Signs

Changes in this chapter include:

- Streamlining of Construction and Construction Mitigation sign language. Eliminate requirement that price is not allowed.
- Elimination of setback and design requirements for Neighborhood Information signs and Yard signs (difficult to enforce, as the signs do not receive a permit, and rarely are built to a standard established in the Code).
- Elimination of design requirements for campaign signs.
- Elimination of off-premise open house sign for real estate signs

Discussion Item

At the August 10, 2005 meeting, the Planning Commission recommended that the following language be eliminated from the Code:

~~One (1) real estate sign is permitted in conjunction with an open house. The sign may be displayed off premise, but not within the public right of way, only immediately prior to and during the open house and shall be removed at sundown.~~

The Commission clarified that the reason for this recommendation was the proliferation of open house signs around town, and instances where the language was violated, primarily through the use of more than one sign, and leaving them out overnight. In addition to further restricting the Sign Code, the Commission directed staff to meet with representatives of the Real Estate community to inform them of the problem and work to create a solution (minutes attached). Staff met with representatives of the Board of Realtors on September 13, and again on October 19, 2005 who expressed concern about the proposed language. At these meetings, staff and the Board discussed various alternatives to the proposed language and possible ways to mitigate the issues expressed by the Planning Commission. Possible alternatives include:

- Have a semi-annual meeting between staff and the Board of Realtors to discuss any Code related issues, problems or changes
- Increase the minimum design standards for these signs
- Increased self regulation by the Board of Realtors
- Prohibit any balloons, flags, flyers on signs (already prohibited in current Code)

Additionally, the Board prepared alternative language for review by the Council that they would like to see incorporated into the Sign Code that would limit the number of signs allowed to a "reasonable number"(see exhibit B).

Based on the expressed importance of Open House signs, and the commitment of the Board of Realtors to work with staff to ensure that the signs are placed and removed appropriately, staff recommends that the City Council maintain the current language as it is, at one off-premise open house sign per open house. Staff further recommends enhancing enforcement in this area. This allows two signs, one on the property per section 12-10-2(G) and one off-site.

Chapter 11 Banners

At the August 10, 2005 meeting the Commission discussed the possibility of reintroducing the information banner that previously flew over Park Avenue near the 14th Street intersection. The Commission was generally in favor of reintroducing the banner, but not necessarily in the same location. They further instructed staff to research alternative locations and present them to the Council. Because staff has been instructed by the Council to research possible modifications to the Master Festival Section of the Code, research and analysis regarding the possibility of returning these banners will be included in those changes. No action is requested at this time on the banners.

Chapter 12 Master Festivals

No changes proposed

Chapter 13 Historic Sign Review

- Grammatical/clarification changes

Chapter 14 Outdoor Vehicle Displays

No changes

Historic Main Street Business Alliance

Through out the process of revising the Code, staff has worked closely with members of the Historic Main Street Business Alliance to find ways to enhance sign effectiveness for City businesses without deviating from the original intent of the Code. A number of the issues discussed have been incorporated into the proposed changes; however there are a few areas where staff and the HMBA have not agreed. These changes are outlined in detail in the attached letter Exhibit C, and summarized below.

CHAPTER 4 – SIGN STANDARDS

- 4-7 (B) – propose to modify the proposed change to read as follows: “Letters shall be raised, routed into the sign face or designed to give the sign variation and depth.”
- 4-9 (B) – HMBA is looking for a variety in the design, colors and materials used in signs not uniformity, like a shopping mall, therefore we propose under the heading LETTERS strike the last sentence and replace with the following: The plastic face or backing of the letters can not consist of more than two colors. Delete LIGHT SOURCE.

CHAPTER 7 – PROHIBITED SIGNS

- 7-1 (A) – Park City history shows that ANIMATED SIGNS where a part of the fabric of Park City. They added variety and vitality to the City scene; therefore we propose allowing animated signs in the commercial districts.
- 7-1 (G) – We request that balloons not be considered an Inflatable Sign and that they are allowed for promotional purposes.
- 7-1 (I) – We request that Portable signs be allowed and suggest using the language for TEMPORARY PORTABLE SIGNS with the following changes: (A) SIZE. No portable sign may exceed ten square feet (10 sq. ft.) of area on the exposed sign faces (two). (B) NUMBER OF SIGNS. One (1) sign is allowed per business. (C) ORIENTATION Portable signs are allowed only on private property, and must not impede pedestrian circulation or ADA and Fire access no Portable signs will be permitted on City owned property including City owned Right-of-Ways without the written permission of the City Engineer or Planning Director. (D) ZONING RESTRICTIONS. Portable signs are allowed only within the GC, HCB, HRC, LI, RCO, RD, RDM (?), RM (?) and RC zoning districts. (E) DESIGN. Portable signs shall not exceed 24" x 36" A-Frame style or straight standup (10 sq. ft.). Fluorescent colors and reflective surfaces are prohibited on portable signs. (G) ILLUMINATION. Illumination of portable signs is prohibited.
- 7-1 (N) – Delete – movement is not bad. Propose deleting and including "gasoline flags" in the (B) Banners.

CHAPTER 9 – PERMITTED SIGN REGULATIONS

- 9-1 (A) (2) – Propose the following: Awnings and canopy signs shall be located over the first floor only unless a commercial business is above ground floor level and must have a minimum clearance of eight feet (8') to the frame and seven feet (7') to the bottom of the valance.
- 9-1 (E) (1) With the advent of the flat monitor screens for example art galleries can now take advantage of showing paintings as a slide show. We propose to change (1) SIZE to the following: Electronic display terminals shall be limited to a maximum six square feet (6') if viewed through a window and placed within a window seal, or placed on the exterior of a building. Note: same size as a Display Box.
- 9-1 (F) (1) Propose to change to the following: Entrance/exit signs shall be limited to a maximum of three square feet (3 sq. ft.) of area on the exposed surface.
- 9-1 (H) (8) Propose deleting the following: "However, internally illuminated pan-channel letters are not permitted on free-standing signs." This should be allowed because an internally illuminated sign is less intrusive than externally illuminated sign. M
- 9-1 (J) (2) Propose to change to the following: "LT signs shall be limited to the ground floor elevation unless a commercial business is above the ground floor elevation."
- 9-1 (J) (3) Propose to change to: One LT sign is allowed for every ten (10) feet of building façade width. One (1) LT sign of less than two (2) square feet in size

is allowed per commercial business per building façade in a building without a permit.

- 9-1 (J) (4) Propose to change second and third sentence as follows: "If LT signs which are located within five feet (5') of the front window are visible from the street, ..." "LT signs located five feet (5') back from the window ..."
- 9-1 (J) (5) Zoning allowed: CG, HCB, HRC, LI, RC, and RCO.
- CHAPTER 10 – TEMPORARY SIGNS
- 10-2 (H) Add language to (H) allow signs for profit. – allow sign for event – Artist show

CHAPTER 11 – BANNERS ON CITY LIGHT STANDARDS

- 11-7 (D) To add the fun, variety and festivities back we should allow reflective color materials that give the appearance of changing color and it does not matter what type of finish is on the surface.

DEPARTMENT REVIEW

The Executive Department, Planning Department and Legal Department have reviewed the proposed amendments.

RECOMMENDATION

Staff requests that the City Council review the proposed changes to Title 12 of the Municipal Code, conduct a public hearing and consider adopting the attached changes to the Sign Code.

EXHIBITS

- A – Ordinance Amending the Sign Code
- B – Letter from Board of Realtors
- C – Letter from HMBA

Ordinance No. 05-__

AN ORDINANCE ADOPTING COMPREHENSIVE AMENDMENTS TO TITLE 12, SIGN CODE, OF THE MUNICIPAL CODE OF PARK CITY.

WHEREAS, the City Council recognizes the significant need for temporary signs to ensure the success of hard to locate retail plaza locations, special and master festival events, real estate sales, and to facilitate unusual pedestrian and vehicular traffic patterns; and

WHEREAS, such commercial activities and special events are critical to the economic and cultural goals of the City as defined in the General Plan, the City Council's annual Vision Statement to be a World Class, Multi-Seasonal Destination Resort Community, and Principles 1, 3, 6 and 7; and

WHEREAS, the City has successfully and aggressively balanced the need for commercial signs and marks with the aesthetic beauty and charm of its historic districts and the mountain community generally, both of which are vital to the economic development and quality of life of the City; and

WHEREAS, the clarifications herein are necessary to ensure clear and fair application of the regulations herein and simplify enforcement; and

WHEREAS, the City Council is re-adopting special, more-permissive regulations for Temporary Signs, but the City Council hereby finds that such signs must still be regulated to prevent visual clutter, ensure efficient pedestrian and vehicle traffic movements, and promote the resort character of the community.

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

Section I. Findings. The recitals above and the Analysis section of the Staff Report dated 11/03/05 are incorporated herein as findings in support of this ordinance.

Section II. Amendment. Title 12 Sign Code, of the Municipal Code of Park City is hereby amended as attached in Exhibit A.

Section III Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 3rdth day of November, 2005.

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TITLE 12 - SIGN CODE

(Amended/Reorganized by Ord. 01-2)

CHAPTER 1 - PURPOSE AND SCOPE

12- 1- 1. PURPOSE AND SCOPE.

The purpose of the Sign Code is to:

- (A) Reduce potential hazards to motorists and pedestrians
- (B) Encourage signs which, by their good design, are integrated with and harmonious to the buildings and sites which they occupy
- (C) Encourage sign legibility through the elimination of excessive and confusing sign displays
- (D) Prevent confusion of business signs with traffic regulations
- (E) Preserve and improve the appearance of the city as an historic, mountain and resort community in which to live and work
- (F) Create an unique environment to attract visitors
- (G) Allow each individual business to clearly identify itself and the goods and services which it offers in a clear and distinctive manner
- (H) Safeguard and enhance property values
- (I) Protect public and private investment in buildings and open space
- (J) Supplement and be a part of the zoning regulations imposed by Park City

- (K) Promote the public health, safety, and general welfare of the citizens of Park City.

~~The City Council of Park City, Utah finds and declares that by controlling and standardizing signs in the community, the regulations set forth in this Title will reduce potential hazards to motorists and pedestrians; encourage signs which, by their good design, are integrated with and harmonious to the buildings and sites which they occupy; encourage sign legibility through the elimination of excessive and confusing sign displays; prevent confusion of business signs with traffic regulations; preserve and improve the appearance of the city as an historic, mountain and resort community in which to live and work; create an unique environment to attract visitors; allow each individual business to clearly identify itself and the goods and services which it offers in a clear and distinctive manner; safeguard and enhance property values; protect public and private investment in buildings and open space; supplement and be a part of the zoning regulations imposed by Park City; and promote the public health, safety, and general welfare of the citizens of Park City.~~

12-1-2 INTERPRETATION.

The Planning Commission shall have the authority and duty to interpret the provisions of this Title at the request of the ~~Community~~

~~Development Planning~~ Director or when a written appeal from of a Planning Department decision ~~of the Community Development Department~~ is filed with the Planning Commission. In interpreting and applying the provisions of this Title, the sign requirements contained herein are declared to be the maximum allowable for the purpose set forth. The ~~Community Development Planning~~ Department and/or the Planning Commission may determine that a smaller sign is more appropriate based on the size and scale of the structure(s), pedestrian traffic, safety issues, orientation, and neighborhood compatibility. The types of signs allowed by this Title shall be plenary and sign types not specifically allowed as set forth within this Title, shall be prohibited.

CHAPTER 2 - DEFINITIONS

12- 2-1. DEFINITIONS. For purposes of this Title, the following abbreviations, terms, phrases, and words shall be defined as specified in this section:

(A) **ALTERATIONS**. Alterations as applied to a sign means change or rearrangement in the structural parts or its design, whether by extending on a side, by increasing in area or height, or in moving from one (1) location or position to another.

(B) **AREA OF SIGN**. The area of a sign ~~face shall be computed by measurement of is measured by~~ the smallest square, circle, rectangle, triangle, or combination thereof that ~~will~~ encompasses the extreme limits of the writing, representation, emblem, or other display. ~~This shall include any Including materials or colors forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed. The Sign area calculation shall does not include structural supporting framework, bracing or~~

the wall to which the sign is attached. ~~when such wall meets zoning ordinance regulations and is clearly incidental to the display itself.~~

If individual letters are mounted directly on a wall or canopy, ~~each message shall be considered a sign.~~ the sign area shall be the area in square feet of the smallest rectangle, which encloses the sign, message or logo.

(C) **BALCONY**. A platform that projects from the wall of a building and is surrounded by a railing or balustrade.

(D) **BANNER**. A strip of cloth, plastic, paper or other material on which letters or logos are painted or written, hung up or carried on a crossbar, staff, string or between two (2) poles.

(E) **BILLBOARD**. A permanent outdoor advertising sign that advertises goods, products, or services not necessarily sold on the Premises on which said Sign is located.

(F) **BUILDING FACE OR WALL**. The window and wall area of a building façade on one (1) plane or elevation.

(G) **CANOPY**. A roofed structure constructed of fabric or other material ~~placed so as to that~~ extends outward from a building, ~~generally~~ providing a protective shield for doors, windows, and other openings supported by the building and supports extended to the ground directly under the canopy or cantilevered from the building.

(H) **COMMUNITY OR CIVIC EVENT**. A public event ~~not intended for that is of interest to the community as a whole rather than~~ the promotion of a product, political

candidate, religious leader or commercial goods or services.

(I) **DISPLAY BOX.** A freestanding or wall sign ~~enclosed in~~ faced with glass or another similar material ~~that is~~ designed for the express purpose of displaying menus, current entertainment or other like items.

(J) **ELECTRONIC DISPLAY TERMINAL.** An electronic ~~display~~, terminal, screen, or monitor used to receive or provide information, advertise a good or service or promote an event.

(K) **FLAG.** A piece of cloth, plastic or similar material, usually rectangular or triangular, attached by one (1) edge to a staff, pole as a distinctive symbol of a country, government, organization or other entity or cause.

(L) **GRADE.** The ground surface elevation of a site or parcel of land.

(1) **GRADE, EXISTING.** The grade of a property prior to any proposed development or construction activity.

(2) **GRADE, NATURAL.** The grade of land prior to any development activity or any other man-made disturbance or grading. The Community Development Department shall estimate the natural grade, if not readily apparent, by reference elevations at points where the disturbed area appears to meet the undisturbed portions of the property. The estimated natural grade shall tie into the elevation and slopes of adjoining properties without creating a need for new retaining walls, abrupt differences in the visual slope and elevation of the

land, or redirecting the flow of run-off water.

(3) **GRADE, FINAL.** The finished or resulting grade where earth meets the building or sign after completion of the proposed development activity.

(M) **HANDBILL.** A paper, sticker, flyer, poster, pamphlet, or other type of medium distributed by hand for identification, advertisement, or promotion of the interest of any person, entity, product, event, or service.

(N) **HEIGHT OF SIGN.** The height of a sign is the vertical distance measured from natural grade to the top of the sign, including the air space between the ground and the sign. Only when the topography is altered to adjust the ground height to the level of the public right of way, shall the sign be measured from final grade.

(O) **MASTER SIGN PLAN.** A plan designed to show the relationship of signs for any cluster of buildings or any single building housing a number of users or in any arrangement of buildings or shops, which constitute a visual entity as a whole.

(P) **NAME PLATE.** A Sign that identifies the name, occupation, and/or professions of the occupants of a premises.

(Q) **PREMISE.** Land and the buildings, owned or rented, upon it.

(R) **PRIVATE PLAZA.** Private property in excess of 1,000 square feet that generally serves as common area to adjoining commercial development and is free of structures, is hard surfaces and/or landscaped. Private plazas generally provide an area for pedestrian circulation,

common amenities, and act as a gathering space for private or public purposes.

(S) **PUBLIC PROPERTY**. Any property owned by a governmental entity.

(T) **REPRODUCTION**. An object that has been designed and built to resemble a product or service.

(U) **SIGN**. Sign shall mean and include a display of an advertising message, usually written, including an announcement, declaration, demonstration, product reproduction, illustration, insignia, surface or space erected or maintained in view of the observer thereof primarily for identification, advertisement, or promotion of the interest of any person, entity, product, or service, and visible from outdoors. The definition of a sign shall also include the sign structure, supports, lighting system, and any attachments, flags, ornaments or other features used to draw the attention of observers.

(V) **SIGN, ABANDONED**. Any sign applicable to, a use that has been discontinued for a period of three (3) months.

(W) **SIGN, AWNING**. Any sign painted on or attached to an awning or canopy.

(X) **SIGN, CABINET**. A frame covered by translucent material. The entire structure is one (1) unit and the copy is not intended to include the individual letters.

(Y) **SIGN, CAMPAIGN**. A temporary sign on or off-premises, announcing, promoting, or drawing attention to a ~~any~~ candidate(s) seeking public office ~~in a forthcoming election~~; or signs announcing political issues, ~~for or against~~.

(Z) **SIGN, CANOPY**. Any sign painted or attached to a canopy.

(AA) **SIGN, CHANGEABLE COPY**. A manually operated sign that displays graphics ~~at content~~ or a message that can be easily changed or altered.

(BB) **SIGN, CONSTRUCTION**. A temporary sign placed on a site identifying a new development.

- (1) **Project Marketing Sign**. A sign identifying the financial institution of a development, and may include a plat map, and real estate information.
- (2) **Construction Sign**. A sign identifying the contractor and or builder responsible for a project or development.
- (3) **Construction/Project Marketing Sign**. A combination of a construction sign and project marketing sign.

(CC) **SIGN, DIRECTIONAL (GUIDE SIGN)**. Signs, which serve as directional guides to recognized areas of regional importance and patronage, ~~including: To clarify and define such areas of regional importance and patronage, four (4) types of areas are intended to be included:~~

- (a) Recreational and entertainment centers of recognized regional significance.
- (b) Major sports stadiums, entertainment centers or convention centers having a seating capacity in excess of 1,000 persons.
- (b) Historic landmarks, churches, schools, community centers, hospitals and parks.

- (c) Public safety, municipal directional, parking and essential services.
- (DD) **SIGN, DIRECTORY.** A ~~identification~~ sign, located on the premise to direct traffic, that contains the name of a building, complex or center and name and address of two (2) or more businesses being part of the same sign structure or interior to the building which can be seen from the outdoors.
- (EE) **SIGN, ELECTRONIC.** A window, wall, or other sign that changes messages through a marquee, reader board, electronic message center, or other replaceable copy area.
- (FF) **SIGN, FREE-STANDING (MONUMENT).** A sign that is supported by one (1) or more uprights or braces that are fastened to, or embedded in the ground or a foundation in the ground and not attached to any building or wall.
- (GG) **SIGN, GHOST.** A sign on an exterior building wall, which has been weathered and faded to the extent that it has lost its original brightness of color and visibility.
- (HH) **SIGN, HANGING.** A sign attached underneath a canopy, awning or colonnade.
- (II) **SIGN, HISTORIC.** A sign that by its construction materials, age, prominent location, unique design, or craftsmanship, provides historic character, individuality, and a sense of place or orientation regarding clues to a building's history.
- (JJ) **SIGN, HISTORIC REPLICATION.** A sign that is an exact replication, including materials and size, of a historic sign that was once in the same location. ~~The~~
- ~~replication sign matches the materials and size of the original.~~
- (KK) **SIGN, HOURS OF OPERATION.** A sign that displays the hours during which the building's tenant serves the public, this includes "open" and "closed" signs.
- (LL) **SIGN, IDENTIFICATION.** A sign that identifies the name and/or logo, and/or address of a commercial, industrial, or condominium complex the owner and tenants thereof only.
- (MM) **SIGN, INTERNALLY ILLUMINATED.** ~~Internally illuminated signs include any~~ A sign face, which is lit or outlined by a light source located within the Sign.
- (NN) **SIGN, LUMINOUS TUBE (NEON).** A sign, that is outlined, or has characters, letters, figures, or designs, that are illuminated by gas filled luminous tubes, such as neon, argon or fluorescent.
- (OO) **SIGN, MUNICIPAL IDENTIFICATION.** A sign ~~that is~~ designed specifically for the purpose of notifying motorists of Park City's municipal boundary and to welcome them to Park City.
- (PP) **SIGN, NEIGHBORHOOD INFORMATION SIGN.** A sign located entirely on private property, ~~which is~~ designed to provide information or notifications to local residents regarding neighborhood events, ~~meetings,~~ or issues.
- (QQ) **SIGN, NON-CONFORMING (LEGAL).** Any advertising structure or sign that was lawfully erected and maintained prior to such time as it came within the purview of the Code and any amendments thereto, and which fails to conform to all applicable regulations and restrictions of this Code.

(RR) **SIGN, OFF-PREMISE**. A sign identifying a business, commodity, service, or industry, which is not conducted upon the premises on which the sign is placed.

(SS) **SIGN, ON-PREMISE**. A sign that identifies the name, occupation, and/or profession of the occupants of the premises.

(TT) **SIGN, POLE**. ~~A An on premise~~ freestanding sign that is supported by one (1) upright of not greater than twelve inches (12") in diameter and is not attached or braced by another structure.

(UU) **SIGN, PORTABLE**. A sign that can be moved from place to place, and is not permanently affixed to the ground or a building.

(VV) **SIGN, PROJECTING**. A sign attached to a building or other structure, perpendicular to the street and extending in whole or in part more than six inches (6") beyond any wall of the building or structure.

(WW) **SIGN, PROJECTION**. A sign that utilizes a beam of light to project a visual image or message onto a surface.

(XX) **SIGN, PUBLIC NECESSITY**. A sign that informs the public of danger or a hazard. ~~existing on or adjacent to the premises.~~

(YY) **SIGN, REAL ESTATE**. A temporary sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed.

(ZZ) **SIGN, ROOF**. A sign erected or painted upon or above the roof or parapet of a building.

(AAA) **SIGN, SOLICITATION**. Sign used to communicate with ~~advise~~ solicitors ~~that they are not welcome on the property.~~

(BBB) **SIGN, SPECIAL PURPOSE**. A Sign ~~of a temporary nature other than those established by a business; for the purpose of~~ advertising a special event pertaining to drives or events of a civic, philanthropic, educational, or religious organization.

(CCC) **SIGN, SPECIAL SALE**. Temporary signs used to advertise a special sale ~~on the premises.~~

~~(DDD) **SIGN, SUBDIVISION**. An identification sign located at the entrance to a residential subdivision.~~

(EEE) **SIGN, TEMPORARY**. A sign that is intended for use during a specified limited time.

(FFF) **SIGN, UMBRELLA**. A sign painted on or attached to an umbrella, including name brands and symbols.

(GGG) **SIGN, VEHICLE**. Any sign, logo or advertisement placed, painted, attached, or displayed on a vehicle.

(HHH) **SIGN, WALL**. A sign with messages or copy erected parallel to and attached to or painted on the outside wall of a building.

(III) **SIGN, WINDOW**. A sign installed upon or within three feet (3') from a window, visible from the street and exceeds two square feet (2 sq. ft.) in area, for the purpose of viewing from outside of the premises. This term does not include merchandise displays.

(JJJ) **SIGN, YARD**. A temporary sign that announces a garage sale, open house or similar event.

(KKK) **THEATER MARQUEE.** A permanent ~~structure~~ sign, with changeable copy, that is used to advertise theater events.

(LLL) **UMBRELLA.** A collapsible shade for protection against weather consisting of metal or fabric stretched over hinged ribs radiating from a central pole.

(MMM) **WALL MURAL.** A work of art, such as a painting applied directly to a wall, fence, pavement, or similar surface that is purely decorative in nature and content, and does not include advertising by picture or verbal message.

(NNN) **ZONE DISTRICT.** Refers to land use regulatory zones under the zoning ordinances of Park City.

(Amended by Ord. No. 01-25; 02-50; 04-01)

CHAPTER 3 - PERMITS

12-3-1. PERMITS REQUIRED.

No person shall erect, alter, or relocate any permanent or temporary sign within Park City without first submitting a sign application and receiving approval of the sign permit from the City, unless the sign is exempt pursuant to Section 12-8-1. Any person who hangs, posts, or installs a sign that requires a permit under this Code and who fails to obtain an approved permit before installing the sign, shall be guilty of a Class B C misdemeanor.

12-3-2. PRE-APPLICATION CONFERENCE

Prior to the submittal of a Sign permit application, a pre-application conference with the ~~Community Development~~ Planning Department is encouraged to acquaint the

~~applicant for the applicant to become acquainted with Sign Code application procedures, design standards, and related City ordinances. Staff may assist in the preparation of the application, and shall provide information to applicants on the regulations created by this Code.~~

12-3-3. MASTER SIGN PLANS.

Buildings or clusters of buildings within a project or premise, having more than one (1) tenant or use, shall ~~provide~~ submit a Master Sign Plan application for the entire structure or project prior to any sign permit approval by the Planning Department.

(A) **DESIGN.** The Master Sign Plan shall be designed to establish a common theme or design for the entire building, using similar construction methods, compatible colors, scale, and identical backgrounds. All regulations as stated in this Title shall apply.

(B) **MASTER SIGN PLANS FOR OFFICE BUILDINGS.** Master Sign Plans for office buildings must focus primarily on the identification of the building. Individual tenants may be identified ~~by using with~~ small lettering on exterior windows, doors, or a building directory.

(C) **SIGN AREA.** Total sign area within the Master Sign Plan is subject to the size limitations of Chapter 12-4-1 of this Title. Sign area cannot be transferred to a single building or facade from other buildings in the project.

(D) **HEIGHT.** ~~For all multi tenant, retail and mixed use buildings that contain any combination of uses including residential, office, service, or retail uses, All~~ Master Sign Plans shall be designed so that signs are ~~confined to the building surface~~ placed below the finished floor elevation of the

second floor or ~~below~~ a maximum of twenty feet (20') above adjacent finished grade whichever is lower. Signs may be located on walls ~~the flat wall areas~~, within windows or on sign bands above windows. For buildings with approved or existing conflicts with this requirement ~~pre-existing sign bands or architectural features designed to compliment or house signs, the Community Development~~ the Planning Director may grant exceptions to the second floor level sign restriction.

(E) **LIGHTING.** Master Sign Plans shall include the location and fixture type of all exterior lighting of the proposed signs. The lighting plan shall specify wattage and bulb type to ensure compatibility with the lighting standards as stated in Chapters 15-3-3(A)(1) and 15-5(I) of the Land Management Code. Lighting fixtures shall be similar in style and should direct all light onto the sign surface. Spot lights and flood lights are prohibited.

12-3-4 APPLICATION REQUIREMENTS.

All sign applications shall be submitted to the ~~Community Development~~ Planning Department to be reviewed for compliance with the requirements set forth in this title. A complete sign application must include the following:

(A) **BUILDING ELEVATIONS/SITE PLAN.** Signs proposed to be mounted on a building require a building elevation drawn to scale that specifies the location of the sign structure, and ~~or~~ drawings or photographs that show the scale of the sign in context with the ~~scale of the building. if the sign is to be mounted on the building.~~

Free Standing Signs ~~if the proposed sign is free standing, staff will require the applicant to submit a site-plan specifying indicating the proposed sign location on the parcel as~~

it relates ~~with relation~~ to property lines, adjacent streets and adjacent buildings.

(B) **SCALED DESIGN DRAWING.**

A Colored rendering or scaled drawing including dimensions of all sign faces, descriptions of materials to be used, including color samples.

(C) **SCALED INSTALLATION**

DRAWING. A scaled drawing that includes the sign description, ~~and proposed materials, types of material to be used. All hardware needed to install the sign shall be listed and will include~~ size, weight, manner of construction, and method of attachment, (including all hardware necessary for proper sign installation). ~~and color samples.~~

(D) **LIGHTING.** A drawing indicating the location and fixture type of all exterior lighting for the proposed signs. The drawing shall specify wattage and bulb type to ensure compatibility with the lighting standards as stated in Chapters 15-3-3(A)(1) and 15-5(I) of the Land Management Code.

~~A detailed lighting plan, which clearly indicates the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, installation and electrical details of the lighting. All lighting shall comply with the standards as specified in the Land Management Code Chapters 15-3 and 15-5. In addition to this requirement, An application for an electrical permit must be filed with the building department by a licensed electrician.~~

(E) **APPLICATION FORMS.** A completed ~~Planning Department~~ sign permit application and building permit application. ~~to the Community Development Department.~~ Both applications are available through the ~~Community Development Planning Department.~~

(F) **FEES.** Payment of the appropriate fees to the Park City Municipal Corporation.

12-3-5 PERMIT FEES.

Sign permit applicants ~~applications~~ shall ~~be reviewed according to~~ pay fees as adopted in the fee schedule established by resolution. ~~See Fee Schedule at the Planning Department.~~

12-3-6 REVIEW PROCEDURES.

Complete sign permit applications will be reviewed by the ~~Community Development Planning and Building Departments~~ within ~~thirty (30) calendar~~ 15 working days upon receipt of a complete application. The application will be approved, denied or returned to the applicant with requested modifications. Both the Planning and Building Departments must review and approve the application prior to the issue of a permit. ~~before a permit can be issued.~~ Either department may return the application for modification or clarification.

The Building Department shall inspect, ~~as it deems necessary,~~ signs ~~applications~~ regulated by this Code to determine if ~~ascertain whether the signs they have been adequately suitably installed and adequately maintained per the requirements of the International Sign Code to minimize risks to the public.~~

If the sign uses electrical wiring and connections, a licensed electrician must submit an electrical permit application to the Building Department. This application is separate from the sign permit application, and shall be reviewed for compliance with the International Building Code. ~~The Building Department shall examine the plans and specifications with respect to all wiring and connections to determine if they comply with the Electrical Code of the City,~~

~~and shall be approved if the plans and specifications comply with the Code or denied if non-compliance with the Uniform Building Code is found.~~

CHAPTER 4 - SIGN STANDARDS

12-4-1 TOTAL SIGN AREA REQUIREMENTS.

The sign area, per building facade, may not exceed thirty-six square feet (36 sq. ft.). Historic signs are exempted from this requirement.

~~If additional sign area is appropriate, the Community Development~~ Subject to the criteria below, the Planning Director may grant additional sign area, provided the ~~but in no case may the total area requested does not~~ exceed five percent (5%) of the building face to which the signs are attached. ~~To grant additional sign area on applications, the Community Development~~ The Planning Director must make findings based on the following criteria:

(A) **LOCATION.** Signs ~~should~~ must be designed to fit within and not detract from or obscure architectural elements of the building's façade;

(B) **COMPATIBILITY.** Signs ~~should~~ must establish a visual continuity with adjacent building facades and ~~should~~ be oriented to emphasize pedestrian or vehicle visibility;

(C) **MULTIPLE TENANT BUILDINGS.** The building must have more than one (1) tenant in more than one (1) space; and

(D) **STREET FRONTAGE.** The building must have more than fifty feet (50') of street frontage.

12-4-2 AREA OF INDIVIDUAL SIGNS.

The area of a sign shall include the entire area within any type of perimeter or border that may enclose the outer limits of any writing, representation, emblem, figure, or character, exclusive of the supporting framework.

When the sign face of a backed sign, ~~is projecting, hanging, or freestanding sign~~, is parallel or within thirty degrees (30°) of parallel, ~~only~~ one (1) sign face is counted into the total sign area. If the sign faces are not parallel or within thirty degrees (30°) of parallel, each sign face is counted into the total sign area.

12-4-3. INDIVIDUAL LETTER HEIGHT.

Signs shall be limited to a maximum letter height of one foot (1'). The applicant may request ~~in writing~~ that the ~~Community Development Planning Director~~ grant an exception ~~to the one foot (1') letter height~~, provided the request is for an increase of no more than six inches (6") for a maximum height of eighteen inches (18"). ~~The~~ applicant must demonstrate that the requested exception would be compatible with the letter's font, the building's architecture, and the placement of the sign upon the building.

For buildings located along the Frontage Protection Zone, the ~~Community Development Planning Director~~ may grant a letter height exception for buildings farther ~~when such building is greater~~ than one hundred and fifty feet (150') from the right-of-way of which the building has vehicular access. The maximum letter height in this case shall be no greater than thirty inches (30").

12-4-4 LOCATION ON BUILDING.

The location of a sign on a structure or building has a major impact on the overall architecture of the building. To ensure that signs enhance this architecture, the following criteria must be met:

(A) **HEIGHT.** Signs shall be located below the finished floor of the second level of a building, or twenty feet (20') above ~~finished final~~ grade, whichever is lower. For buildings with approved or existing conflicts with this requirement, the ~~Community Development Planning Director~~ may grant an exception to the second floor level sign restriction.

Signs located above the finished floor elevation of the second floor shall be restricted to ~~building identification signs and~~ window signs.

(B) **LOCATION.** Architectural details of a building often provide an obvious location, size, or shape for a sign. Wherever possible, applicants should utilize these features in the placement of signs. Signs should compliment the visual continuity of adjacent building facades and relate directly to the entrance. Signs shall not obstruct views of nearby intersections and driveways.

(C) **ORIENTATION.** Signs must be oriented toward pedestrians or vehicles in the adjacent street right-of-way. ~~Signs designed to be viewed from a distance are not permitted.~~

(D) **COMPATIBILITY.** A sign, including its supporting structure and components, shall be designed as an integral design element of a building ~~architecture~~ and shall be architecturally compatible, including color, with the building to which it is attached. Signs must neither obscure architectural details of the building; nor

cover doors, windows, or other integral elements of the facade.

12- 4- 5. SETBACK REQUIREMENTS.

Permanent signs shall not be placed in the setback area as defined for the zone in which the sign is located, ~~except for signs.~~ ~~However in the General Commercial (GC) zone. These signs~~ Signs in the GC zone may be set back ten feet (10') from the property line with the exception of those in the Frontage Protection Zone. The ~~Community Development Department Planning~~ Director may decrease the setback if it is determined that the public will benefit from a sign located otherwise, due to site specific conditions such as steep terrain, integration of signs on retaining walls, heavy vegetation, or existing structures on the site or adjoining properties.

12-4-6.PROJECTION AND CLEARANCE.

No portion of a sign may project more than 36 inches (36") from the face of a building or pole.

Awnings, projecting and hanging signs must maintain at least eight feet (8') of clearance from ground level.

Signs may not extend over the applicant's property line except those ~~that are proposed to be placed~~ over the Main Street sidewalk. Signs may extend over City property only after review and written approval by the City Engineer ~~and with the written approval of the Community Development Director~~ and an encroachment agreement acceptable to the City Attorney is recorded.

12-4-7 SIGN MATERIALS.

Exposed surfaces of signs may be constructed of metal, glass, stone, concrete, high-density foam board, brick, solid wood,

or cloth. Other materials may be used in the following applications:

(A) **FACE.** The face or background of a Sign may be constructed of exterior grade manufactured composite board or plywood if the face of the sign is painted and the edges of the sign are framed and sealed with silicone. ~~Plywood is prohibited except on temporary signs where painted plywood may be used.~~

(B) **LETTERS.** Synthetic or manufactured materials may be used for Individual cutout or cast letters in particular applications where synthetic or manufactured nature of the material would not be obvious due to its location on the building and/or its finish. Letters shall be raised, routed into the sign face or designed to give the sign variety and depth. Flat letters are prohibited.

Ivory colored plastic ~~may~~ shall be used for internally illuminated letters.

Other materials may be approved by the Planning Commission at its discretion, but are otherwise prohibited. The sign materials should be compatible with the face of the building and should be colorfast and resistant to corrosion.

12-4-8 COLOR.

~~Bright, glossy, fluorescent colors are prohibited. and Reflective surfaces are prohibited. and reflective colored materials that give the appearance of changing color are prohibited. as well. Signs must be finished in subdued earth tone colors. Earth tones may be defined in this context: to include the full spectrum of soil, clay and metallic colors. Spectrums of off whites to deep browns, and light grays to black provide a wide range of acceptable colors. Brighter colors may be used provided they~~

~~are imbued with brown or black tones. For example: pink imbued with brown would tend toward mauve and would be acceptable. Bright reds imbued with brown or black tones give a deeper burgundy or maroon color and may also be acceptable. Colors should compliment the color scheme of the building. A matte or flat finish is required for all painted surfaces.~~

12-4-9 ILLUMINATION.

The purpose of regulating sign illumination is to prevent light trespass and provide clear illumination of signs without causing potential hazards to pedestrians and vehicles.

(A) **EXTERNALLY ILLUMINATED**

SIGNS. Externally lit signs shall be illuminated only with steady, stationary, shielded light sources directed solely onto the sign without causing glare. Light bulbs or lighting tubes used for illuminating a sign shall be simple in form and should not clutter the building or structure. Light bulbs or lighting tubes should be shielded so as to not be physically visible from adjacent public right-of-ways or residential properties.

The intensity of sign lighting shall not exceed that necessary to illuminate and make legible a sign from the adjacent travel way or closest right-of-way; and the illumination of a sign shall not be obtrusive to the surrounding area as directed in Chapter 15-5 of the Land Management Code.

(1) **FIXTURES.** Lighting fixtures shall be simple in form and should not clutter the building. The fixtures ~~should~~ must be directed only at the sign and comply with Chapter 15-5.

(2) **COMPONENT PAINTING.** All light fixtures, conduit, and

shielding shall be painted to match either the building or the supporting structure that serves as the background of the sign.

(B) **INTERNALLY ILLUMINATED**

SIGNS. Internally illuminated signs include any sign face, which is lit or outlined by a light source located within the sign.

LETTERS Individual pan-channel letters with a plastic face or individual cutout letters, ~~i.e.~~ (letters routed out of the face of an opaque cabinet sign), are permitted. Cutout letters shall consist of a single line with a maximum stroke width of one and one-half inch (1½). Variations in stroke width may be reviewed and approved by the Planning Director. ~~Community Development Department.~~ The plastic face or backing of the letters must be ivory colored.

Reversed pan-channel letters with an internal light source reflecting off of the building face may also be used for "halo" or "silhouette" lighting. Internally illuminated pan-channel letters are ~~not permitted~~ prohibited on freestanding signs.

LIGHT SOURCE. The light source for internally illuminated signs must be white.

WATTAGE. Wattage for internally illuminated signs shall be specified on the sign application. ~~must conform with the specifications established in Chapter 15-5 of the Land Management Code. In the case of multi-tenant buildings, the Planning Department will regulate the voltage and type of light as part of the Master Sign Plan application to ensure consistency.~~

ZONING RESTRICTIONS. Individual pan-channel letters and individual reversed pan-channel letters are prohibited in the Historic District. ~~Signs which incorporate "halo" or "silhouette" lighting behind one (1) sign face~~

~~with the letters cut out of metal or wood sign material are allowed in the Historic District provided they are consistent with the other regulations established in this section.~~

(C) **SEASONAL.** Strings of lights that outline buildings, building architectural features, and surrounding trees, shall be allowed from the 1st of November through the 15th of April only. These lights shall not flash, blink, or simulate motion. These restrictions apply to all zones except residential uses within the HR-1, HR-2, HRL, SF, RM, R-1, RDM, and RD Districts.

(C) **PROHIBITED LIGHTING.** Lights that flash or move in any manner, are prohibited.

(Amended by Ord. No. 02-50)

CHAPTER 5 - UNSAFE AND UNLAWFUL SIGNS

12-5-1 ABATEMENT OR REMOVAL OF UNSAFE, DANGEROUS NON-MAINTAINED OR ABANDONED SIGNS.

If, upon inspection, the Building Official determines a sign or awning permitted by the Park City Sign Code to be unsafe, not maintained, or abandoned, the Building Official may issue a written order to the owner of the sign and occupant of the premises stating the nature of the violation and requiring them to repair or remove the sign within ten (10) working days after receipt of notice from the City. In cases of emergency, the Building Official may cause the immediate removal of a dangerous or defective sign. Signs removed in this manner must present an imminent hazard to the public safety.

CHAPTER 6 - NON-CONFORMING SIGNS

12-6-1 CONFORMANCE CRITERIA FOR NON-CONFORMING SIGNS.

All non-conforming signs (except billboards, see Section 12-6-4 below), that have been lawfully erected shall be deemed to be legal and lawful signs and may be maintained subject to the provisions of this Chapter.

(A) When a non-conforming sign becomes deteriorated or dilapidated to the extent of over fifty percent (50%) of the physical value it would have if it had been maintained in good repair, it must be removed within sixty- (60) days after receiving notice from the Chief Building Official. Non-conforming signs which are damaged, other than by vandalism, to the extent of over fifty percent (50%) of their physical value must be removed within sixty (60) days of receiving such damage or brought into compliance with the provisions of this Ordinance. Non-conforming signs that are damaged by vandalism to the extent of over fifty percent (50%) of their physical value must be restored within sixty- (60) days or be removed or brought into compliance with the provisions of this Ordinance.

(B) A non-conforming sign may not be relocated except when such relocation brings the sign into compliance with this Ordinance or does not increase the degree of the non-compliance of the sign. The City Engineer may approve the alteration of a non-conforming sign from its original location provided such alteration does not increase the degree of non-conformity. Once a non-conforming sign is removed from the premises or otherwise taken down or moved, without City Engineer approval, said sign may only be replaced with a sign that is in conformance with the terms of this Ordinance.

(C) The face of a non-conforming sign may be altered if the sign face is not thereby enlarged. The message of a non-conforming sign may be changed so long as this does not create any new non-conformity.

(D) Minor repairs and maintenance of non-conforming signs necessary to keep a non-conforming sign for a particular use in sound condition are permitted so long as the non-conformity is not in any means increased.

(Amended by Ord. No. 02-50)

12-6-2 ALTERATION OF NON-CONFORMING SIGNS.

Non-conforming signs may be maintained and repaired in accordance with Section 12-6 -3 of this Title, provided that the alterations and repairs are for the purpose of maintaining the sign in its original condition. Alterations to a non-conforming sign that change the size, use, ~~content~~, color, lighting, or appearance of a non-conforming sign are considered structural alterations and shall be brought into full compliance with the standards of this Code.

12-6-3 REPAIR OF DAMAGED NON-CONFORMING SIGNS.

No sign that is not in conformance with this Code shall be repaired or restored after having been damaged to the extent of more than fifty percent (50%) of its value immediately prior to the event causing the damage or destruction. The owner of the sign or owner of the property shall have the obligation to properly remove the sign.

12-6-4 NON-CONFORMING BILLBOARDS.

Acquiring a billboard and associated property rights through gift, purchase,

agreement, exchange, or eminent domain ~~may will~~ terminate the non-conforming status of said billboard.

A legislative body may also remove a billboard without providing compensation if, after providing the owner with reasonable notice or proceedings and an opportunity for a hearing, the legislative body finds that:

(A) The applicant for a permit intentionally made a false or misleading statement in his application;

(B) The billboard is unsafe;

(C) The billboard is in unreasonable state of repair; or

(D) The billboard has been abandoned for at least twelve (12) months.

12-6-5 REMOVAL OF SIGNS BY THE BUILDING OFFICIAL AND COST ASSESSED AGAINST OWNERS.

The Building Official may cause the removal of an illegal sign in cases of emergency, or for failure to comply with the written orders of removal or repair under the procedures and authority of the Municipal Code of Park City Section 6- 1- 5, as amended.

CHAPTER 7 - PROHIBITED SIGNS

12-7-1 PROHIBITED SIGNS.

No person shall erect, alter, maintain, or relocate any sign as specified in this Chapter in any district.

(A) **ANIMATED SIGNS.** A rotating or revolving sign, or signs where all or a portion of the sign moves in some manner. Except for Historic Signs and Historic Replication Signs where the applicant is able to prove through documentation or

other evidence that the original Historic Sign produced the same motion/movement and is proposed in the same location.

(B) **BANNERS**. Except as approved in conjunction with a Master Festival license issued pursuant to Title 4 of this Code or approved as a banner on a City light standard pursuant to Title 12-11 of this Code.

(C) **BENCH SIGNS**. An outdoor bench or piece of furniture with signs attached.

(D) **ELECTRONIC MESSAGE SIGNS**. A permanent freestanding roof, wall, or other sign that changes copy electronically using switches and electric lamps. Automatic changing signs, such as announcements, time, temperature and date signs are prohibited. Governmental public safety, municipal directional and information signs are exempt.

(E) **FLASHING SIGNS OR LIGHTS**. A sign that contains an intermittent or flashing light source, or a sign that includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Flashing light sources are prohibited.

(F) **HOME OCCUPATION SIGNS**. Business identification sign for a home occupation.

(G) **INFLATABLE SIGNS OR DISPLAYS**. Any inflatable object used for signs or promotional purposes.

(H) **OFF-PREMISE SIGNS**. No person shall erect a sign identifying a business, commodity, service, or industry, which is not conducted upon the premises on which the sign is placed.

(I) **PORTABLE SIGNS**. Any sign that can be moved from place to place, is not permanently affixed to the ground or building, and is for the purpose of display only, is prohibited. ~~Temporary open house signs for real estate are permitted but must comply with the regulations as stated in Section 12-10 (F).~~ Government public safety, municipal directional, and informational signs are exempt.

(J) **PROJECTION SIGNS**. A sign, which projects a visual image or message onto a surface, is prohibited. Temporary projection signs that are part of an approved master festival license may be allowed for the duration of the festival permit, provided they are directed ~~downward~~ so the light source is shielded from any view but the intended mark of the sign.

(K) **REPRODUCTION**. The use of an inanimate object that has been constructed to look like a ~~smaller~~ product or service for the purpose of advertisement or display is prohibited.

(L) **ROOF SIGNS**. Any signs erected partly or wholly on or over the roof of a building, including ground signs that rest on or overlap a roof. Signs mounted anywhere on a mansard roof are not allowed.

(M) **SIGNS IN PUBLIC PLACES**. No person shall paint, mark, or write on, staple, tape, paste, post, or otherwise affix, any handbill, sticker, poster, or sign to any public building, structure, or other property, including but not limited to a work of art, sidewalk, crosswalk, curb, curbstone, parking meter, park-strip, street lamp post, hydrant, tree, shrub, tree stake or guard, electric light or power or telephone wire or pole, or wire appurtenance thereof, or any lighting system, public bridge, drinking fountain, life saving equipment, street sign, street furniture, trash can, or traffic sign.

Violators of this Title shall be held liable and subject to the penalties as stated in Section 12-16-1.

(N) **WIND SIGNS.** Any propeller, whirling, or similar device, that is designed to flutter, rotate, or display other movement under the influence of the wind. This shall include "gasoline flags", or banners.

(O) **VIDEO SIGNS.** Animated visual messages that are projected on a screen.

(Amended by Ord. No. 02-50; 04-01)

CHAPTER 8 - NON-REGULATED SIGNS

12-8-1 SIGNS EXEMPT FROM PERMIT REQUIREMENT.

The following signs are exempt from the permit requirement as provided in Chapter 3 herein. They shall be regulated by the following size and placement standards and, except as otherwise provided herein, shall not be included when calculating permitted sign area for any parcel, use or development. Building permits may be required for the installation of these signs even though they are exempt from design review and regulation.

(A) **ADDRESSING NUMBERS.** Addressing numbers may be no higher than twelve inches (12"). When placed on commercial buildings, they may be taken into account in the review of the sign plan, and counted as sign area if part of the overall sign area for the building.

(B) **CAMPAIGN SIGNS.** Campaign signs are exempt from obtaining permits as long as the sign is in compliance with the regulations as stated in Section 12-10-2(B).

(C) **HISTORIC SIGNS AND PLAQUES.** Locations and size ~~may~~ shall be reviewed by the ~~Historic District Commission~~ Planning Department.

(D) **HOURS OF OPERATION SIGNS.** One (1) "hours of operation" sign is allowed per entrance. Each sign may not exceed one square foot (1 sq. ft.) in area. The sign may not be illuminated.

(E) **NAMEPLATES (RESIDENTIAL).** One (1) nameplate sign for each single family residence that shall not exceed one square foot (1 sq. ft.) in area. If lighted, a building permit is required.

(F) **PRIVATE PLAZAS.** Signs may be installed in private plazas without obtaining individual sign permits provided that such signs conform to an approved Master Sign Plan, however building permits shall be required for installation and any necessary electrical service and lighting. Existing signs in private plazas approved prior to March 19, 1998, do not need to come into conformance with the Sign Code and Master Sign Plan requirements, but all new signs must be either individually approved or approved as an amendment to the Master Sign Plan. Signs oriented internally to the plaza and not to the public street or right-of-way shall not be subject to the limitations in Section 12-3-3(C).

(G) **PUBLIC NECESSITY SIGNS.** Public necessity signs such as safety/instructional, for public facilities and parks, warnings, information kiosks at trail heads, bus stops, no parking, and street name Signs installed by or with permission of Park City Municipal Corporation are exempt from permit requirements. Approval of the Public Works Director is required in order to insure safe placement and prevent unsightly or distracting sign placement.

(H) RECREATIONAL FACILITIES.

Signs located inside open air recreational facilities that are not oriented to public streets, e.g. ~~directional~~ signs in ski resorts, public property, skate board parks, and golf courses are not regulated.

(I) REAL ESTATE SIGNS. Real estate signs are exempt from obtaining permits as long as the sign is in compliance with the regulations as stated in Section 12-10-2(G).

(J) SOLICITATION SIGNS. One (1) solicitor's sign, not to exceed one square foot (1sq. ft.), is allowed per major entrance to any building or apartment complex.

(K) SPECIAL EVENTS FLIERS. Fliers or posters advertising special events may be displayed on the inside of windows of businesses, provided all window signs do not exceed thirty percent (30%) of window area and the owner of the business approves of the placement. ~~Such posters may be displayed for up to one (1) week prior to an event, and must be removed within forty eight (48) hours after the event.~~

Posters or fliers may not be tacked up to the exterior of any building nor upon any sidewalk, crosswalk, curb, curbstone, street light post, hydrant, tree, shrub, parking meter, garbage can or dumpster, automobile, electric light, power or telephone wire pole, or wire appurtenance thereof, fire alarm or hydrant, street furniture, park benches or landscaping, any lighting system, public bridge, drinking fountain, statue, life saving equipment, street sign or traffic sign or on door steps.

(L) SPECIAL SALE SIGNS. Merchants may advertise special sales with temporary paper Signs on the inside of windows provided that all window signs do not cover more than thirty percent (30%) of the window area. ~~Special sale signs may be~~

~~displayed two (2) weeks at a time, five (5) times a year.~~

(M) TRESPASSING SIGNS. No trespassing signs may be posted on doors, windows or other property entrances, or on fence or property lines. They may not exceed one square foot (1 sq. ft.) in area, and may not be illuminated.

(N) VACANCY SIGNS. Vacancy signs are allowed only for those buildings that are permitted and licensed for nightly rentals. Vacancy Signs may be a maximum of two square feet (2 sq. ft.). If illuminated, approval from the ~~Community Development Planning~~ Department and a building permit are required. Luminous tube signs are prohibited.

(O) VEHICLE SIGNS. ~~Vehicle signs~~ Painted, vinyl or magnetic signs attached to the sides of vehicles or the vehicle's window are allowed, as long as the vehicle is in use or parked in a bona fide parking space. ~~Roof or antenna mounted signs on automobiles are prohibited, except for student driver signs.~~

(P) YARD SIGNS. Yard signs are exempt from obtaining permits as long as the sign is in compliance with the regulations as stated in Section 12-10-2(H) and (F).

(Amended by Ord. 00-60; 02-50; 04-01)

CHAPTER 9 - PERMITTED SIGN REGULATIONS

12-9-1 TYPES OF SIGNS ALLOWED.

In addition to the following regulations, all signs must be in compliance with all other provisions of this Title.

For the purposes of this Title, signs for commercial uses within an approved Master Planned Development (MPD), shall be permitted under sign criteria set forth in the Recreation Commercial (RC) Zoning District.

(A) **AWNING AND CANOPY SIGNS.**

(1) **SIZE.** A maximum of twenty percent (20%) of the canvas area on each face of an awning may be used for sign area.

~~regardless of the size of the building facade to which the sign applies, not to exceed that which would be allowed otherwise.~~

Awnings and canopy signs are calculated as part of the total sign area for the building.

(2) **HEIGHT LIMIT.** Awnings and canopy signs must have a minimum clearance of eight feet (8') to the frame and seven feet (7') to the bottom of the valance.

(3) **NUMBER OF SIGNS.** Not applicable.

(4) **SETBACK AND ORIENTATION.** Awnings and canopy signs must be located in a traditional manner above doors, windows or walkways, provided said walkways lead to a bona fide entrance, if they are compatible with the architecture of the building, and follow relevant design guideline criteria. All other locations are prohibited. Freestanding awning signs are prohibited.

Awnings and canopy signs may project a maximum of thirty-six inches (36") from the face of the building except when used as entrance canopies, in which case awnings may extend to the setback lines. ~~Awnings and canopy signs are calculated as part of the total sign area for the building.~~ The design must blend with the architecture of the building and should not obscure details of the building. Awnings and canopy signs

should serve as an accent to the building's design but should not be the dominant architectural feature. Awnings are counted as sign area if they have lettering or other graphics conveying a commercial message or name of a business or product sold in the building to which the awning/canopy is attached.

(5) **ZONING RESTRICTIONS.** Awning and canopy signs are permitted in all commercial zoning districts.

(6) **DESIGN.** Awnings and canopy signs in the Historic District are encouraged to resemble the typical awning found during the mining era. Only fire resistant nylon, canvas or other similar material will be permitted. Material should be high quality, colorfast and sun fade resistant. Vinyl or plastic materials are not permitted ~~in Park City.~~ Awning and canopy sign colors are ~~generally~~ limited to a single field color with a single contrasting color for lettering and logos. However, if the awning / canopy is striped in a traditional manner, either with vertical stripes along the entire awning or horizontal stripes along the valance, two field colors may be used. ~~Corporate colors may be used only if they are finished in subdued earth tone colors.~~

(7) **ILLUMINATION.** Illuminated (back-lit) translucent awnings or translucent letters on opaque backgrounds are prohibited. Canvas awnings illuminated in the traditional manner with high-pressure sodium or fluorescent lighting is permitted.

(B) **CHANGEABLE COPY SIGNS.**

Changeable copy signs are permitted, provided they comply with the following regulations.

(1) **SIZE.** Freestanding Changeable copy signs shall be limited to a maximum of

twenty square feet (20 sq. ft.) in area, ~~unless there are other approved signs on the building, in which case this maximum shall be reduced to ten square feet (10 sq. ft.)~~

~~(2) **HEIGHT LIMIT.** Changeable copy signs shall be designed so that the sign area is confined to the building surface below the finished floor elevation of the second floor or twenty feet (20') above adjacent natural grade, whichever is lower.~~

(3) **NUMBER OF SIGNS.** The maximum number of changeable copy signs for a commercial or non-profit business is one (1).

(4) **SETBACK AND ORIENTATION.** Changeable copy signs shall not be placed in the setback area as defined for the zone in which the sign is located. However, in the General Commercial (GC) Zone, free standing changeable copy signs must be set back ten feet (10') from the property line.

Freestanding Changeable copy signs must be may be aligned either perpendicular or parallel to the road provided that signs perpendicular to the road are finished on both sides, and that Signs parallel to the road must maintain a setback of at least twenty-five feet (25') from the curb or edge of pavement. With the exception of those in the Frontage Protection Zone, the Community Development Planning Director may decrease the setback if it is determined that a particular unique road alignment or traffic condition would facilitate adequate impair visibility of the sign for street or pedestrian traffic.

(5) **ZONING RESTRICTIONS.** Changeable copy signs are allowed in all commercial zoning districts.



(6) **DESIGN.** The sign materials should be compatible with the face of the building and should be colorfast and resistant to erosion. The individual letters shall be uniform in size and color. Letters shall be enclosed within an opaque case with a transparent face. The individual letter shall not exceed eight inches (8") in height.

(7) **ILLUMINATION.** Illumination of changeable copy signs shall be enclosed in the case, ~~down directed toward the letters.~~

~~(C) **DIRECTORY SIGNS.**~~

~~Directory signs shall be permitted to provide information for commercial and residential multi-tenant projects.~~

~~(1) **SIZE.** Wall mounted and freestanding directory signs shall adhere to all other size requirements as set forth in this Code.~~

~~Freestanding directory signs may have a maximum of twenty square feet (20 sq. ft.) of sign area to serve as a directory for the project. Each phase of an expandable condominium or other phased project shall be considered a part of the initial phase for sign purposes if the project is joined by a common conditional use permit, zoning approval or management structure such as a condominium homeowner's association.~~

~~(2) **HEIGHT LIMIT.** The height of the directory sign shall not exceed seven feet (7'), and shall be directed towards pedestrians.~~

~~(3) **NUMBER OF SIGNS.** The combined area of all directory signs on a project may not exceed twenty square feet (20 sq. ft.) in area.~~

~~(4) **SETBACK AND ORIENTATION.** Directory signs shall be located in the~~

~~common area of the project and oriented toward a central pedestrian path, entrance or common parking area. Freestanding directory signs must maintain the setback requirements for the zone in which they are located.~~

~~(5) **ZONING RESTRICTIONS.**~~

~~Directory signs are allowed in all zoning districts, provided they are identifying multi-tenant projects, either commercial or residential.~~

~~(6) **DESIGN.** Directory signs shall be simple in form and shall be compatible with the architectural elements and materials of the multi-tenant project.~~

~~(7) **ILLUMINATION.** Lighting of the directory sign is permitted. Lighting shall be down directed towards the text.~~

(D) DISPLAY BOXES.

Display boxes will be included in the total sign area for a building facade. Display boxes may contain an establishment's current menu, current entertainment information and merchandise and must be compatible with the architectural features of the building.

(1) SIZE. The maximum size shall be six square feet (6 sq. ft.) ~~and shall be included in the calculation of the total building sign area.~~

~~(2) **HEIGHT LIMIT.** The height of a display box shall be oriented towards pedestrian viewers.~~

(3) NUMBER OF SIGNS. Not applicable.

(4) SETBACK AND ORIENTATION. Display boxes shall be oriented towards pedestrian viewers. Wall mounted display

boxes shall not extend from the building over public property.

(5) ZONING RESTRICTIONS. Display boxes are allowed in all commercial zoning districts.

(6) DESIGN. ~~The size and scale of display boxes shall be appropriate to the surroundings and shall be designed and fabricated so as to be compatible with the surrounding architecture. Freestanding display boxes shall be designed and constructed to withstand wind and may be located only on private property.~~ Display boxes must be constructed to coordinate with the building design and must contain a clear face that would protect the menu/event display from the weather and must not extend over public property.

(7) ILLUMINATION. Lighting of the display box is permitted within the display case. Lighting shall be down directed towards the items displayed.

(E) ELECTRONIC DISPLAY TERMINALS.

Electronic display terminals are a prohibited unless within a completely enclosed building and setback at least three feet ⁽³⁾ from any window. Exterior electronic display terminals are a conditional use ~~in the zone that underlies the property in Title 15, the Land Management Code,~~ subject to the following criteria:

(1) SIZE. Electronic display terminals shall be limited to a maximum of three square feet (3 sq. ft.) ~~two square feet (2 sq. ft.)~~ in area if ~~intended to be~~ viewed through a window and placed within three feet (3') of a window, or placed on the exterior of a building.

(2) **HEIGHT LIMIT.** No electronic display terminal may exceed a height of four feet (4') measured from finished grade.

(3) **NUMBER OF TERMINALS.** No more than one (1) electronic display terminal may be permitted within the premises of a business.

(4) **SETBACK AND ORIENTATION.** Electronic display terminals shall not be allowed within the public right-of-way. They must be accessed by pedestrians only and obscured from vehicles. If located near an entrance or exit of a building, terminals must meet all ingress and egress requirements established by the ~~uniform International Building Code. Terminals may be aligned perpendicular or horizontal to the road and must be finished on all visible sides.~~

(5) **LOCATION ZONING RESTRICTIONS.** Electronic display terminals are allowed ~~only~~ in the HCB, HRC, GC, LI, RC, RCO, and RD Districts.

(6) **DESIGN.** Electronic display terminals must compliment the architecture of the structure to which it is associated, ~~and finished on all visible sides. If the terminal is within the Historic District it must meet the Park City Historic District Guidelines, and may be subject to review by the Historic District Commission.~~

(7) **ILLUMINATION.** Lighting of electronic display terminals is prohibited.

(F) **ENTRANCE/EXIT SIGNS.**

Entrance/exit signs are not included into the total sign area allowed for a structure. Entrance/exit signs are for the facilitation of traffic onto and off a site.

(1) **SIZE.** Entrance/exit signs shall be limited to a maximum of three square feet (3 sq. ft.) per side.

(2) **HEIGHT LIMIT.** Entrance/exit signs shall be no higher than five feet (5') above the ground at the top of the sign.

(3) **NUMBER OF SIGNS.** Two (2) entrance/exit signs are allowed at each approved driveway opening for commercial uses and multi-tenant dwellings.

(4) **SETBACK AND ORIENTATION.** Entrance/exit signs shall not be placed in the City right-of-way.

(5) **ZONING RESTRICTIONS.** Entrance/exit signs are permitted in all commercial and multi-family residential zoning districts.

(6) **DESIGN.** Entrance/exit signs shall be simple in form and shall be compatible with the architectural elements of the commercial or multi-family project.

(7) **ILLUMINATION.** Illumination of entrance/exit signs is permitted, provided that the lighting complies with Chapter 15-5.

(G) **FLAGS.**

~~The regulations stated below regarding flags shall apply to all zones in the City except for single family zones.~~ Flags and flag poles are prohibited when they are the only man made structure on the premise where it is placed.

(1) **SIZE.** The maximum size of any one (1) flag shall be twenty-four square feet (24 sq. ft.) if visible from a public right-of-way.

(2) **HEIGHT LIMIT.** Flagpoles may not exceed ~~the maximum height of the nearest~~

~~building, or twenty-eight feet (28') measured from natural or final grade, whichever yields the shorter pole.~~

(3) **NUMBER OF FLAGS.** No more than three (3) freestanding flagpoles per property may be shown at any time if these flags are visible from a public right-of-way. Properties with right-of-way frontage greater than one hundred yards (100 yds.) may be allowed an additional three (3) flags per additional one hundred yards (100 yds.) of street frontage. Flag poles are restricted to only flying one (1) flag per pole.

No more than eight (8) building mounted flags per property may be shown at any time if these flags are visible from a public right-of-way.

Flag poles and flags approved by City Council as Olympic Legacy displays for permanent installation on City property, public rights-of-way and/or within Olympic venue areas at Park City Mountain Resort and Deer Valley Resort may exceed the allowed number of flags and flag poles permitted in this section.

(4) **SETBACK AND ORIENTATION.** Freestanding flagpoles shall not be placed in the setback area as designed for the zone in which the flags are located.

(5) **ZONING RESTRICTIONS.** Flags are allowed in all zoning districts.

(6) **TYPES OF FLAGS.** All Flags, which contain the name or logo of an establishment or advertising copy, shall be considered signs for purposes of this Chapter. The flag of the United States, the state of Utah, other flags or insignias of governmental entities, or decorative flags are not considered signs for purposes calculating total sign area, but are subject to the restrictions of this section.

(7) **DESIGN.** It is recommended that the flagpoles be black, brown, dark green or bronze. ~~The flagpoles shall utilize noise reduction methods.~~ Flags shall be kept in good repair. Design and lighting of the U.S. flag should be consistent with the Federal Flag Code, 36 U.S.C. Section 173-8 as amended.

(8) **ILLUMINATION.** Uplighting of all Flags except the Flag of the United States of America is prohibited. ~~Flags may be illuminated provided that the lighting complies with Section 12 4 10. Lighting proposed for the flags shall be included in the sign application.~~

(H) **FREE-STANDING SIGN.**

(1) **Size** Freestanding signs shall be limited to a maximum of twenty square feet (20 sq. ft.) in area, ~~unless there are other approved signs on the building, in which case this maximum shall be reduced to ten square feet (10 sq. ft.).~~

(2) **Height Limit.** Free-standing signs may not exceed a height of seven feet (7') measured from ~~existing~~ Final grade.

(3) **Number of Signs.** Buildings, projects, parcels or Master Planned Developments less than 100,000 square feet of building space are limited to one (1) free-standing sign. If the property has more than one (1) entrance and frontage on more than one (1) street, one (1) additional sign may be permitted for directional purposes only. The combined square footage of all free-standing signs shall not exceed the maximum square footage allowed.

Master Planned developments of greater than 100,000 square feet of building space are allowed one additional free standing sign per additional 100,000 square feet of

building area to a maximum of five freestanding signs within the development provided they are used specifically to identify the development, provide way finding within the development and to identify an amenity within the development. All other requirements of this Code shall apply.

(4) **Setback and Orientation.** Free-standing signs shall not be placed in the setback area as defined for the zone in which the sign is located. However, in the General Commercial (GC) Zone, signs must be set back ten feet (10') from the property line.

Free-standing signs may be aligned either perpendicular or parallel to the road provided that signs perpendicular to the road are finished on both sides, and that ~~signs parallel to the road maintain a setback of at least twenty five feet (25') from the curb or edge of pavement.~~ With the exception of those in the Frontage Protection Zone, the ~~Community Development Planning~~ Director may decrease this setback if it is determined that a particular road alignment or traffic conditions would facilitate adequate visibility of the sign for street or pedestrian traffic.

(5) **Zoning Restrictions.** Free-standing signs ~~may be~~ are allowed in the commercial districts GC, RM, RDM, RC, RCO LI HRC, HCB and RD. Free-standing signs located in the Frontage Protection Zone ~~or the HCB District~~ require a Conditional Use Permit.

(6) **Design.** Free-standing signs with a solid or enclosed base are permitted. Signs must be compatible with the architecture of the building or use to which they are associated. Signs supported by at least two (2) poles without enclosed bases are also permitted provided that the exposed pole's height does not constitute more than fifty

percent (50%) of the sign's overall height, i.e., the height of the open area beneath a sign cannot exceed fifty percent (50%) of the sign's total height.

(8) **Illumination.** Lighting of free-standing signs is permitted, provided that the lighting complies with Section 12-4-9. However, internally illuminated pan-channel letters are not permitted on free-standing signs. Any exterior lighting proposed for the signs shall be included in the sign application.

(I) **HANGING AND PROJECTING SIGNS.**

(1) **SIZE.** No single hanging or projecting sign may exceed twelve square feet (12 sq. ft.) in area. Sign brackets incorporating design elements that are descriptive or informative of the business use shall be included as part of the sign area.

(2) **HEIGHT LIMIT.** Hanging and projecting signs must have at least eight feet (8') of ground clearance. ~~unless reduced according to the projection and clearance provisions of Section 12-4-6.~~

(3) **NUMBER OF SIGNS.** There is no number of maximum hanging or projecting signs per building face. The total square footage of sign area shall not exceed the maximum square footage allowed per building face. Signs must have a minimum of six feet (6') of separation between each sign similar in nature.

(4) **SETBACK AND ORIENTATION.** Hanging and projecting signs may not project more than thirty-six inches (36") from the face of the building to which it is attached. They may not extend beyond the applicant's property, except those ~~which are proposed to be placed~~ over the Main Street

sidewalks. Hanging and projecting signs may extend over City property only after review and written approval by the City Engineer ~~and with the written approval of the Community Development Director~~ and an executed encroachment agreement with the City has been recorded at the County Recorder's office. ~~acceptable to the City Attorney. Hanging and projecting signs must have a minimum of six feet (6') of separation between each sign similar in nature.~~

(5) **ZONING RESTRICTIONS.** Hanging and projecting signs are permitted within all commercial zoning districts.

(6) **DESIGN.** Exposed surfaces of hanging signs may be constructed of metal, high-density foam board, or solid wood. ~~and/or solid wood.~~ The sign materials should be compatible with the face of the building and should be colorfast and resistant to corrosion.

(7) **ILLUMINATION.** Lighting of hanging and projecting signs is permitted, provided that the lighting complies with Section 12-4-9. ~~Any exterior lighting proposed for the signs shall be included in the sign application.~~

(J) **LUMINOUS TUBE SIGNS (NEON).** Luminous tubes (LT) used to draw attention ~~to a business or building in any manner, including, but not limited to, neon text, or logos~~ are considered signs and shall be regulated according to the provisions of this Code as follows:

(1) **SIZE.** All LT signs are limited to six square feet (6 sq. ft.) or less.

(2) **HEIGHT LIMIT.** LT signs shall be limited to the ground floor elevation.

(3) **NUMBER OF SIGNS.** ~~Not applicable.~~ One LT sign is allowed for every twenty five (25) feet of building façade width. One (1) LT sign of less than two (2) square feet in size is allowed per building or tenant space without a permit.

(4) **SETBACK AND ORIENTATION.** LT signs must be located within a building and displayed through a window rather than being attached to the exterior of the building. If LT signs which are located within ten feet (10') of the front window are visible from the street and exceeds two square feet (2 sq. ft.) in area, they are considered as sign area and must have a permit and will be included in the total sign area for the building. LT signs located ten feet (10') back from the window are considered interior lighting and are not regulated.

(5) **ZONING RESTRICTIONS.** LT signs are permitted ~~may be used only~~ in the HCB, HRC, LI, RC, RCO and GC districts. LT signs are prohibited in all other zoning districts.

(6) **DESIGN.** ~~The following historic colors are permitted in the Historic District in primary shades only: red, yellow, white, blue, green. All others are prohibited. Other colors are permitted in the GC districts, but are subject to the design standards of this title.~~ LT signs may not flash, move, alternate, or show animation. The outlining of a building's architectural features is prohibited. ~~In certain cases, open/closed or directional signs for a drive through, may be permitted to facilitate traffic circulation and control traffic congestion.~~

(7) **ILLUMINATION.** ~~LT signs within themselves are illuminated. No other additional illumination is permitted.~~

(K) **MENU SIGNS.**

(1) **SIZE.** The maximum size shall be two square feet (2 sq. ft.), unless enclosed in a display box. ~~and shall be included in the calculation of the total building sign area unless enclosed within a display box which is included in the calculation of the building sign area.~~

(2) **HEIGHT LIMIT.** Height of a menu sign shall be ~~oriented towards pedestrian viewers with~~ a maximum height of six feet (6').

(3) **NUMBER OF SIGNS.** One (1) menu display sign is permitted per restaurant ~~per building.~~

(4) **SETBACK AND ORIENTATION.** Displays for menus may be located on the inside of a window for a restaurant or inside a wall mounted or freestanding display box.

(5) **ZONING RESTRICTIONS.** Menu signs are allowed in all commercial zoning districts.

(6) **DESIGN.** All wall mounted or freestanding menu boxes ~~located in the Historic District shall be reviewed within the context of the Historic District Design Guidelines. Menu boxes in other zones~~ will be reviewed within the context of the building architecture.

(7) **ILLUMINATION.** Lighting of the menu or event display is permitted within the display. Lighting shall be down directed towards the text.

(L) MUNICIPAL IDENTIFICATION SIGNS.

Municipal identification signs are a conditional use subject to review pursuant to Land Management Code Section 15-1-10, in addition to the following criteria:

(1) **SIZE.** Municipal identification signs shall be limited to a maximum of forty square feet (40 sq. ft.) in area.

(2) **HEIGHT LIMIT.** No municipal identification sign may exceed a height of eight feet (8') measured from finished grade.

(3) **NUMBER OF SIGNS.** No more than two (2) municipal identification signs are permitted in Park City.

(4) **SETBACK AND ORIENTATION.** Municipal identification signs shall be set back no less than fifteen feet (15') from the right-of-way line or edge of asphalt, whichever is greater. No municipal identification sign is permitted within twenty feet (20') of an ROS or POS designated zones.

(5) **LOCATION/ZONING.** No more than one (1) municipal identification sign shall be permitted along the entry corridor to Park City on Highway 224 and no more than one (1) municipal identification sign shall be permitted along the entry corridor on Highway 248. Any existing municipal identification signs on the approved site must be removed if municipal identification signs are approved by the Planning Commission.

(6) **DESIGN.** Municipal identification signs must comply with the design guidelines as established in Chapter 4 of this Title. Municipal identification signs shall not be changeable copy signs.

(7) **ILLUMINATION.** Lighting of municipal identification signs is permitted provided the lighting complies with the City lighting ordinance.

~~**(L) PROJECTING SIGNS.**~~

~~See hanging and projecting signs, Section 12-9-1 (I).~~

~~(MN) **SUBDIVISION SIGNS.**~~

~~See Freestanding signs, Section 12-9-1 (H)~~

~~(1) **SIZE.** Subdivision signs are limited to a maximum of twenty square feet (20 sq. ft.) per sign.~~

~~(2) **HEIGHT LIMIT.** Subdivision signs may not exceed a height of seven feet (7').~~

~~(3) **NUMBER OF SIGNS.** Subdivisions are limited to one (1) subdivision sign.~~

~~(4) **SETBACK AND ORIENTATION.** Subdivision signs shall not be placed in the setback area as defined for the zone in which the sign is located.~~

~~Subdivision signs may be aligned either perpendicular or parallel to the road provided that the signs perpendicular to the road are finished on both sides and that signs parallel in the road maintain a setback of at least twenty five feet (25') from the curb or edge of pavement.~~

~~(5) **ZONING RESTRICTIONS.** Subdivision signs are permitted in all other zones except in the HR-1, HR-2, HRL, HRC, and RD districts. Subdivision signs are only permitted as part of subdivisions of fifty (50) lots or more or master planned developments.~~

~~(6) **DESIGN.** Subdivision signs shall be designed with natural materials, including rock and stone.~~

~~(7) **ILLUMINATION.** Illumination of subdivision signs is prohibited.~~

~~(N) **UMBRELLA SIGNS.** Umbrella shall meet the following requirements:~~

~~(1) **SIZE.** Signs on umbrellas are limited to a height of no more than five inch (5") letters and graphics. Only the area of the umbrella containing the signs, as opposed to the entire area of the umbrella, shall be considered, for purposes of calculating total sign area.~~

~~(2) **HEIGHT LIMIT.** Not applicable.~~

~~(3) **NUMBER OF SIGNS.** Not applicable.~~

~~(4) **SETBACK AND ORIENTATION.** Not applicable.~~

~~(5) **ZONING RESTRICTIONS.** Umbrella signs are permitted in all commercial zoning districts.~~

~~(46) **DESIGN.** Materials should be high quality vinyl, nylon, canvas or other similar material in order to withstand the weather and climate changes. Umbrella colors are generally limited to a single field color with a single contrasting color for lettering and logos. However, if the umbrella is striped, two colors may be used. Corporate colors may be used, only if they are finished in subdued earthtone colors.~~

~~(7) **ILLUMINATION.** Illumination of umbrella signs is prohibited.~~

~~(O) **WALL SIGNS.** Wall signs may be placed upon a building provided that they meet the following conditions of approval.~~

~~(1) **SIZE.** The size of a the wall sign shall not exceed the maximum square footage allowed per building facade.~~

~~(2) **HEIGHT LIMIT.** Sign plans shall be designed so that wall signs shall be are confined to the building surface below the finished floor elevation of the second floor or~~

twenty feet (20') above adjacent finished grade whichever is lower.

(3) **NUMBER OF SIGNS.** There is no maximum number of wall signs specified per building face. The total square footage of sign area shall not exceed the maximum square footage of sign area allowed per building face.

(4) **SETBACK AND ORIENTATION.** Wall signs shall be designed placed so as to utilize compliment existing architectural features of a building without obscuring them. Wall sign shall be oriented toward pedestrians or vehicles within close proximity.

(5) **ZONING RESTRICTIONS.** Wall signs are permitted in all zones.

(6) **DESIGN.** The sign materials shall be consistent with Chapter 4 of this Code, compatible with the building face, colorfast and resistant to erosion.

(7) **ILLUMINATION.** Lighting of wall signs is permitted, provided that the lighting complies with Section 12-4-9. All exterior lighting proposed for the signs shall be included in the sign application.

~~(P) **WAY FINDING SIGNS.**~~

~~Way finding signs are conditional uses and must meet the following criteria.~~

~~(1) **SIZE.** Way finding signs shall be limited to a maximum of ten square feet (10 sq. ft.).~~

~~(2) **HEIGHT LIMIT.** Way finding signs shall be no higher than five feet (5') above existing grade at the top of the sign.~~

~~(3) **NUMBER OF SIGNS.** One (1) way finding sign is allowed for each 100,000 square feet of building space in the MPD.~~

~~(4) **SETBACK AND ORIENTATION.** Way finding signs shall be setback at least ten feet (10') from the platted property line, unless it is within the Frontage Protection Zone in which case it must meet the requirements of the Frontage Protection Zone.~~

~~(5) **ZONING RESTRICTIONS.** Way finding signs are permitted only in the RC, ROS, and RD Districts.~~

~~(6) **DESIGN.** Way finding signs shall be simple in form and compatible with the architectural details of the MPD project. Utilization of the project logo on the sign is permitted but shall not be the primary focus of the sign.~~

~~(7) **ILLUMINATION.** Illumination of way finding signs is prohibited.~~

(Q) **WINDOW SIGNS.**

Window signs are permitted provided they meet the following criteria:

(1) **SIZE.** Permanent window signs shall occupy no more than thirty percent (30%) of the total transparent area of the window.

(2) **HEIGHT LIMIT.** Window signs are limited to the main floor level of the building. Window signs are permitted upon second story windows within the Historic District.

(3) **NUMBER OF SIGNS.** Not applicable.

(4) **SETBACK AND ORIENTATION.** Window signs may be placed in or upon any window below the elevation of the second

floor level provided that the total square footage of sign area does not exceed thirty percent (30%) of the total transparent area of the window. Window signs include any signs within three feet (3') of the front window, visible from the street and exceed two square feet (2 sq. ft.) in area.

(5) **ZONING RESTRICTIONS.** Window signs are permitted in all zoning districts.

(6) **DESIGN.** The window sign must be permanently attached to the window face by either using vinyl, etching or other similar attachment methods. The vinyl color should be compatible with the building face. Ivory or cream lettering is preferred.

(7) **ILLUMINATION.** Illumination of window signs is prohibited.

~~(P) **MUNICIPAL IDENTIFICATION SIGNS.** Municipal identification signs are a conditional use subject to review pursuant to Land Management Code Section 15-1-10, in addition to the following criteria:~~

~~(1) **SIZE.** Municipal identification signs shall be limited to a maximum of forty square feet (40 sq. ft.) in area.~~

~~(2) **HEIGHT LIMIT.** No municipal identification sign may exceed a height of eight feet (8') measured from finished grade.~~

~~(3) **NUMBER OF SIGNS.** No more than two (2) municipal identification signs are permitted in Park City.~~

~~(4) **SETBACK AND ORIENTATION.** Municipal identification signs shall be set back no less than fifteen feet (15') from the right of way line or edge of asphalt, whichever is greater. No municipal identification sign is permitted within twenty~~

~~feet (20') of an ROS or POS designated zones.~~

~~(5) **LOCATION/ZONING.** No more than one (1) municipal identification sign shall be permitted along the entry corridor to Park City on Highway 224 and no more than one (1) municipal identification sign shall be permitted along the entry corridor on Highway 248. Any existing municipal identification signs on the approved site must be removed if municipal identification signs are approved by the Planning Commission.~~

~~(6) **DESIGN.** Municipal identification signs must comply with the design guidelines as established in Chapter 4 of this Title. Municipal identification signs shall not be changeable copy signs.~~

~~(7) **LANDSCAPING.** A landscaping plan may be required as part of the conditional use approval. The nature of the plan will be determined by the Planning Commission based upon the location of the sign.~~

~~(8) **ILLUMINATION.** Lighting of municipal identification signs is permitted provided the lighting is shielded and directed on the sign.~~

(Amended by Ord. No. 01-25; 02-50)
CHAPTER 10 - TEMPORARY SIGNS

12-10- 1. POLICY.

It is the policy of the City as outlined in this section to restrict the use of temporary signs. Temporary signs are often poorly constructed, poorly maintained, and located in a manner that obscures traffic signs, views of intersections of public and private streets and driveways and tends to depreciate the scenic beauty and quality of life of the community by creating visual

clutter. Temporary signs have a place in the community for specialized purposes, such as announcing properties for sale or lease, construction activities, temporary sales, or making political or ideological statements. Temporary signs are permitted for those and similar purposes subject to the regulations of this Chapter.

12-10-2 TYPES OF TEMPORARY SIGNS.

Temporary signs ~~are those signs which~~ are installed on a property with the intent of displaying them continuously for more than twenty-four (24) hours. ~~They are not, but that are not~~ a part of a permanent land use ~~on the property, and shall are not intended~~ to be displayed for more than ~~six (6) months, one (1) year. Real estate signs, construction signs, special purpose signs, yard signs, and campaign signs are~~ permitted subject to the following ~~regulations on placement and location.~~

(A) BUSINESS NAME OR TENANT CHANGE SIGNS.

Due to a change in business name or tenant, including temporary occupancy of an existing business by a convention sales license holder, pursuant to Section 4-3-9 of this Code, a temporary sign is permitted as per the following regulations.

(1) **SIZE.** Business name or tenant change signs may occupy the same amount of area previously approved on a building or façade provided said area is consistent with this Title and the master sign plan for the property. In no case shall business name or tenant change signs exceed the sign area per building face when included within the sign area calculation for all permanent signs.

(2) **HEIGHT LIMIT.** All requirements as stated in this Title shall apply.

(3) **NUMBER OF SIGNS.** Persons seeking approval for business name or temporary change signs are allowed the same number of signs previously approved on a building façade or through the Master Sign Plan. Additional window sign area may be used, but may not exceed the total sign area allowed per building face.

(4) **SETBACK AND ORIENTATION.** Temporary business name or tenant change signs are permitted in any district, provided that they comply with all size and setback requirements for the permanent signs of similar nature.

(5) **ZONING RESTRICTIONS.** Temporary business identification signs are allowed in all zoning districts.

(6) **DESIGN.** Temporary business identification sign materials shall be consistent with the requirements of Chapter 4-7 of this Title. Sign mounting shall comply with the Uniform Sign Code's standards for installation.

(7) **ILLUMINATION.** Illumination of temporary business signs is prohibited.

(B) CAMPAIGN SIGNS.

Campaign signs do not require a sign permit, as issued by the Planning Department, but shall comply with the following regulations:

(1) **SIZE.** Campaign signs shall not exceed three square feet (3 sq. ft.) of area on the exposed Sign face.

(2) **HEIGHT LIMIT.** ~~No portion of the campaign sign shall extend more than four feet (4') above~~ The maximum height of a

~~Campaign Sign, is 4 feet above natural grade or finished grade, whichever yields the lower sign. Mounting devices may extend above the sign by not more than six inches (6").~~

(3) **SETBACK AND ORIENTATION.**

Campaign signs are permitted in any zone, provided that they are located a minimum of twenty feet (20') back from the edge of the curb, or edge of pavement where there is no curb, of the street on which the sign fronts. If this twenty-foot (20') distance would be within a structure, the sign may be within three feet (3') of the front of the structure. ~~Campaign signs must be parallel to the street on which the building fronts, and placed in front of the front facade with the building as a backdrop. Signs may not be positioned in the side yard. Signs may be displayed through windows or other glass areas subject to the restrictions of Section 12-8-1(K) and 12-8-1(L). On vacant lots, where there is no structure, the Sign shall maintain the twenty foot (20') setback from the street.~~

(4) **ZONING RESTRICTIONS.**

Campaign signs are allowed in all zoning districts.

~~(5) **DESIGN.** Campaign signs shall be mounted on hardware of wood or painted metal, no part of which shall be greater than four inches by four inches (4"x 4") in cross section. Mounting hardware shall be painted or stained in earth tones. No message may be written on the mounting hardware, so that the entire message area of the sign is contained on the sign face itself.~~

(6) **ILLUMINATION.** Illumination of campaign signs is prohibited.

(C) **CONSTRUCTION SIGNS.**

For ~~each~~ projects requiring a building permit in ~~Park City~~, a construction mitigation plan is required. Pursuant to this plan, the Chief Building Inspector may require a Construction Sign. These signs are permitted provided they meet the following criteria.

(1) **SIZE.** The Construction sign shall not exceed twelve square feet (12 sq. ft.) in size.

(2) **HEIGHT.** Construction signs shall not exceed six feet (6') in height above finished grade.

(3) **LOCATION.** The Construction sign shall be posted in a location on the premises where it is readable from the street or driveway. In no case shall the Construction sign be placed in the public right-of-way. ~~However,~~ The exact location of the sign shall be identified in the approved Construction Mitigation Plan. Construction signs shall not be located in the side or rear yard setbacks.

(4) **INFORMATION.** Information on the construction sign shall include: the name, address, and phone number of the contractor; the name, address, and phone number of the person responsible for the project; and the name and phone number of the party to call in an emergency. ~~The lettering shall not exceed four inches (4") in height.~~

(5) **NUMBER OF SIGNS.** One (1) construction sign is permitted per project.

(6) **ZONING RESTRICTIONS.** Construction signs are permitted in all zoning districts.

(7) **DURATION.** Construction signs shall be removed from the premises upon

issuance of a certificate of occupancy for the project from the Building Department.

(D) **PROJECT MARKETING SIGNS.**

To allow for initial marketing of projects containing four (4) dwelling units or more, and/or four thousand square feet (4000 sq. ft.) or more of commercial floor area a project marketing sign is allowed on the property during the construction phase of the building or project.

(1) **SIZE.** The total Sign area of the Project Marketing Sign shall not exceed twenty-four square feet (24 sq. ft.) in area. ~~To allow for initial marketing of projects containing four (4) dwelling units or more, and/or four thousand square feet (4000 sq. ft.) or more of commercial floor area a project marketing sign is allowed on the property during the construction phase of the building or project. The total Sign area of the Project Marketing Sign shall not exceed twenty four square feet (24 sq. ft.) in area.~~

(2) **HEIGHT.** Project marketing signs may not exceed seven feet (7') above finished grade in vertical height from the ground at the point where the sign is located. Signs mounted on a construction barricade or fence may not extend above the height of the barricade or fence.

Project marketing Signs must be located in a manner that does not obstruct the view of normal passenger vehicles of adjoining streets from the driveway of the site to the adjoining street.

(3) **LOCATION.** The project marketing sign on construction sites may not be closer than twenty feet (20') to the curb line, or edge of pavement if there is no curb, ~~of the street on which the project fronts, which is the street providing access to the project.~~ If

that twenty-foot (20') setback places the sign within the construction limits of disturbance, the sign may be placed closer to the street, but no more than ten feet (10') outside of the construction limits of disturbance. Project Marketing signs shall not be located in the side or rear yard setbacks.

In the HCB District, Prospector Commercial Subdivision, and other areas that have been approved or zoned with no setback or side yard requirements, the sign may be located on the construction barricade or fence surrounding the site, even if that places the sign within the public right-of-way.

Where there are conditions such a heavy vegetation on the property, or extremely steep terrain that make the sign placement standards of this Title impractical because the sign is not visible from the street, the ~~Community Development Planning Director~~ may grant an exception to the sign setback standards, but not the size or street orientation standards. ~~In no event may project marketing signs be placed within the public right of way.~~

(4) **INFORMATION.** Information on the project marketing sign may include a plat map and real estate information for the project. ~~A project marketing sign may not include sale prices.~~

(5) **NUMBER OF SIGNS.** One (1) project marketing sign is permitted per project.

(6) **ZONING RESTRICTIONS.** Project marketing signs are permitted in all zoning districts.

(7) **DURATION.** ~~Upon project final approval by staff, Planning Commission, or City Council, the project marketing sign may be installed for a time period of six (6)~~

~~months. If a grading or building permit is not issued by the Building Department within six (6) months of the approval date, the project marketing sign shall be removed. If a grading or building permit is issued by the Building Department within six (6) months of the approval date, the project marketing sign is permitted until such time as the last temporary certificate of occupancy is issued for the project. If the sign was removed, it may be reinstalled upon the issuance of a grading permit and may remain until the last temporary certificate of occupancy is issued for the project.~~

Project Marketing signs shall be removed from the premises upon issuance of the last temporary certificate of occupancy for the project from the Building Department.

The ~~Community Development~~ Planning Director or his/her designee may issue a six (6) month extension for the display of the project marketing sign after the last temporary certificate of occupancy has been issued upon the applicant's payment of a forfeitable deposit of \$5,000. Such deposit shall be forfeited to the City if the project marketing sign remains six (6) months beyond the date of the last temporary certificate of occupancy.

(E) CONSTRUCTION/PROJECT MARKETING SIGNS.

~~Because of the unique need to identify construction projects clearly for material suppliers, deliveries, and construction workers, and to allow for initial marketing, it may be appropriate to combine the information contained on a construction sign and a project marketing sign and create a temporary construction/project marketing sign, provided it meets the following criteria: Residential projects containing four (4) or more dwelling units, and/or commercial~~

projects containing four thousand square feet (4,000 sq. ft.) or more of commercial floor area, are allowed one (1) construction/project marketing sign, provided it meets the following criteria.

(1) **SIZE.** ~~Residential projects containing four (4) or more dwelling units, and/or commercial projects containing four thousand square feet (4,000 sq. ft.) or more of commercial floor area, are allowed one (1) construction/project marketing sign on the property in conjunction with a project under development or construction. The sign will be separated into two sections: one (1) portion of the sign will be limited to the construction information and the other portion will be limited to the real estate information to allow for the initial marketing of the project during construction. The total Sign area of the construction/project marketing sign shall not exceed thirty-two square feet (32 sq. ft.) in area, and but shall be divided to allow sign area for construction and real estate information. The sign area identifying real estate information may not exceed twenty square feet (20 sq. ft.) in area. The construction information is limited to a total sign area of twelve square feet (12 sq. ft.).~~

(2) **HEIGHT LIMIT.** Construction/project marketing signs may not exceed seven feet (7') above finished grade. ~~in vertical height from the ground at the point where the sign is located.~~ Signs mounted on a construction barricade or fence may not extend above the height of the barricade of fence.

(3) **NUMBER OF SIGNS.** One (1) construction/project marketing sign is permitted per project. In no case will a construction/project marketing sign be allowed if a project marketing sign or construction sign already exists on the premises.

(4) SETBACK AND ORIENTATION.

The construction/project marketing sign on construction sites may not be closer than twenty feet (20') to the curb line, or edge of pavement if there is no curb.

Construction/Project Marketing signs shall not be located in the side or rear yard setbacks, of the street on which the project fronts, which is the street providing access to the project. If that twenty foot (20') setback places the sign within the construction limits of disturbance, the sign may be placed closer to the street, but no more than ten feet (10') outside of the construction limits of the disturbance.

In the HCB district, Prospector Commercial Subdivision, and other areas that have been approved or zoned with no setback or side yard requirements, the sign may be located on the construction barricade or fence surrounding the site, even if that places the sign within the public right-of-way. ~~No portion of the sign may extend above the barricade or fence.~~

Construction/project marketing signs must be located in a manner that does not obstruct the view, for normal passenger vehicles, of adjoining streets from the driveway of the site to the adjoining street.

Where there are conditions such as heavy vegetation on the property, or extremely steep terrain that make the sign placement standards of this Title impractical because the sign is not visible from the street, the ~~Community Development Planning~~ Planning Director may grant an exception to the sign setback standards, but not the size or street orientation standards. In no event may construction/project marketing signs, subject to the setback requirements, be placed within the public right-of-way.

(5) ZONING RESTRICTIONS.

Construction/ project marketing signs are permitted in all zoning districts. ~~Upon project final approval by Staff, Planning Commission, or City Council, the construction/project marketing sign shall be installed for a time period of six (6) months. If a grading or building permit is not issued by the Building Department within six (6) months of the approval date, the construction/project marketing sign shall be removed. If a grading or building permit is issued by the Building Department within six (6) months beyond the date of the last temporary certificate of occupancy,~~

Construction/Project Marketing signs shall be removed from the premises upon issuance of the last temporary certificate of occupancy for the project from the Building Department.

(6) INFORMATION. ~~For consideration as a construction/project marketing sign, the construction area of the Sign shall not exceed twelve square foot (12 sq. ft.) in size. The lettering shall not exceed four inches (4") in height. Information on the construction area of the sign shall include: the name, address, and phone number of the contractor; the name, address, and phone number of the person responsible for the project; and the name and phone number of the party to call in an emergency. The marketing section of the sign may include a plat map and real estate information. A construction sign may not contain sale prices.~~

(7) DESIGN. ~~Construction/project marketing signs shall be mounted on hardware of wood or painted metal, no part of which shall be greater than four inches by four inches (4" x 4") in cross section. Construction/project marketing signs, because of their larger size and the increased risk of disruption nearby, shall be~~

~~mounted on at least two (2) four inch by four inch (4" x 4") posts with back bracing, or such other means that shall comply with the Uniform Sign Code's standards for installation. Mounting hardware shall be painted or stained in earth tones. No message may be written on the mounting hardware, so that the entire message area of the sign is contained on the sign face itself.~~

(8) **ILLUMINATION.** Illumination of Construction/Project Marketing signs is prohibited.

(F) **NEIGHBORHOOD INFORMATION SIGNS.**

~~Neighborhood information signs are exempt from a permit as long as the sign is in compliance with the regulations as stated below:~~

(1) **SIZE.** Neighborhood information signs shall not exceed three square feet (3 sq. ft.) of area on the exposed sign face.

(2) **HEIGHT LIMIT.** No portion of the Sign shall extend more than six feet (6') above natural grade or finished grade, whichever yield the lower sign. ~~Mounting devices may extend above the sign by not more than six inches (6").~~

(3) **NUMBER OF SIGNS.** Only one (1) neighborhood information sign is permitted on any one (1) parcel of property ~~and must comply with the size, color, and placement standards of this Code.~~

(4) **SETBACK AND ORIENTATION.** Neighborhood information signs are permitted in any zone. ~~provided that they are located a minimum of twenty feet (20') back from the edge of the curb, or edge of pavement where there is no curb, of the street on which the sign fronts. If this~~

~~twenty feet (20') distance would be within a structure, the sign may be within three feet (3') of the front of the structure. Signs must be parallel to the street on which the building fronts, and placed in front of the front facade with the building as a backdrop. Signs may not be positioned in the side yard. Signs may be displayed through windows or other glass areas subject to the restrictions of Section 12-8-1(K) and 12-8-1(L). On vacant lots, where there is no structure, the sign shall maintain the twenty feet (20') setback from the street.~~

(G) **REAL ESTATE SIGNS.**

Real estate signs do not require a sign permit, as issued by the Planning Department, but shall comply with the following restrictions:

(1) **SIZE.** Real estate signs shall not exceed three square feet (3 sq. ft.) of area on the exposed sign face.

(2) **HEIGHT LIMIT.** No portion of the sign shall extend more than six feet (6') above ~~natural grade or finished grade, whichever yields the lower sign. Mounting devices may extend above the sign by not more than six inches (6").~~

(3) **NUMBER OF SIGNS.** Only one (1) real estate sign is permitted on any one (1) parcel of property and must comply with the size, color, and placement standards of this Code.

(4) **SETBACK AND ORIENTATION.** Real estate signs are permitted in any district, provided that they are located a minimum of ten feet (10') back from the edge of the curb, or edge of pavement ~~where there is no curb~~, of the street on which the sign fronts. If this ten-foot (10') distance would be within a structure, the sign may be placed within three feet (3') of

the front of the structure. ~~Signs must be parallel to the street on which the building fronts, and placed in the front of the front facade with the building as a backdrop.~~ Signs may not be positioned in the side yard. Signs may be displayed through windows or other glass areas subject to the restrictions of Section 12-8-1(K) and 12-8-1(L). ~~On vacant lots, where there is no structure, the sign shall maintain the twenty foot (20') setback from the street.~~

~~One (1) real estate sign is permitted in conjunction with an open house. The sign may be displayed off premise, but not within the public right of way, only immediately prior to and during the open house and shall be removed at sundown.~~

(5) **ZONING RESTRICTIONS.** Real estate signs are allowed in all zoning districts.

~~(6) **DESIGN.** Real estate signs shall be mounted on hardware of wood or painted metal, no part of which shall be greater than four inches by four inches (4" x 4") in cross section. Mounting hardware shall be painted or stained in earth tones. No message may be written on the mounting hardware, so that the entire message area of the sign is contained on the sign face itself.~~

~~(6Z) **ILLUMINATION.** Illumination of real estate signs is prohibited.~~

(H) **SPECIAL PURPOSE SIGNS.**

Signs promoting events sponsored by civic, charitable, educational, or other non-profit organizations may be erected on private property up to two (2) weeks in advance of the event being promoted. These signs shall be removed within three (3) days following the conclusion of the event.

(1) **SIZE.** Special purpose signs shall not exceed three square feet (3 sq. ft.) of area on the exposed sign face.

(2) **HEIGHT LIMIT.** No portion of the special purpose sign shall extend more than six feet (6') above ~~natural grade or finished grade whichever yields the lower sign.~~ ~~Mounting devices may extend above the sign by not more than six inches (6").~~

(3) **NUMBER OF SIGNS.** A maximum of three (3) special purpose signs is permitted on any one (1) parcel of property and must comply with the size, color, and placement standards of this Code.

(4) **SETBACK AND ORIENTATION.** Special purpose signs are permitted in any zone, provided that they are located a minimum of twenty feet (20') back from the edge of the curb, or edge of pavement where there is no curb, of the street on which the Sign fronts. If this twenty-foot (20') distance would be within a structure, the sign may be within three feet (3') of the front of the structure. ~~Special purpose signs must be parallel to the street on which the building fronts, and placed in front of the front facade with the building as a backdrop.~~ Signs may not be positioned in the side yard. Signs may be displayed through windows or other glass areas subject to the restrictions of Section 12-8-1(K) and 12-8-1(L). ~~On vacant lots, where there is no structure, the sign shall maintain the twenty foot (20') setback from the street.~~

(5) **ZONING RESTRICTIONS.** Special purpose signs are allowed in all zoning districts.

~~(6) **DESIGN.** Special purpose signs shall be mounted on hardware of wood or painted metal, no part of which shall be greater than four inches by four inches (4" x 4") in cross section. Mounting hardware~~

~~shall be painted or stained in earth tones. No message may be written on the mounting hardware, so that the entire message area of the sign is contained on the sign face itself.~~

(7) **ILLUMINATION.** Illumination of special purpose signs is prohibited.

(I) **TEMPORARY PORTABLE SIGNS.**

The use of temporary signs advertising or identifying a business or other type of entity is allowed within the boundaries of a private plaza and is subject to the following criteria:

(A) **SIZE.** No individual portable sign may exceed ten square feet (10 sq. ft.) in size.

(B) **NUMBER OF SIGNS.** One (1) sign is allowed per business.

(C) **ORIENTATION.** Temporary portable signs are allowed only on private property, and must not impede pedestrian circulation or ADA and Fire access no signs will be permitted on City owned property including City owned Right-of-Ways.

(D) **ZONING RESTRICTIONS.** Temporary portable signs are allowed only within the HCB, HRC and RC zoning districts.

(E) **DESIGN.** Portable signs shall be 24" x 36" A-Frame style with 2 1/8 inch wooden text panels, 4" legs, and 2 1/8" hardboard support panels. Fluorescent colors and reflective surfaces are prohibited on portable signs. Reflective colored materials that give the appearance of changing color are also prohibited. A matte or flat finish is required for all surfaces.

(F) **PERIOD OF DISPLAY.** Temporary Portable Signs shall be allowed from November 15, until April 15.

(G) **ILLUMINATION.** Illumination of temporary portable signs is prohibited.

(J) **YARD SIGNS.**

Yard signs shall be displayed only immediately prior to and during the yard sale or garage sale, ~~and shall be removed at sundown if located within public rights of ways to avoid creating a hazard to the public using the streets and sidewalks.~~ Yard signs may not be displayed for more than forty-eight (48) hours continuously. Signs not removed after forty-eight (48) hours of display are deemed refuse. The owner or erector of the sign is subject to a fee per sign removal charge in an amount set forth by resolution if the sign is removed by the City as refuse. In addition, the owner or erector shall be guilty of a Class ~~B~~ C misdemeanor of littering. Yard Signs do not require a sign permit as issued by the Planning Department, but shall comply with the following regulations.

(1) **SIZE.** Yard signs shall not exceed three square feet (3 sq. ft.) of area on the exposed sign face.

(2) **HEIGHT LIMIT.** No portion of the yard sign shall extend more than six feet (6') above natural grade or finished grade whichever yields the lower sign. ~~Mounting devices may extend above the sign by not more than six inches (6").~~

(3) **NUMBER OF SIGNS.** Only one (1) yard sign is permitted on any one (1) parcel of property and must comply with the size, color, and placement standards of this Code.

(4) **SETBACK AND ORIENTATION.** Yard signs are permitted in any zone, ~~provided that they are located a minimum of twenty feet (20') back from the edge of the curb, or edge of pavement where there is no~~

~~curb, of the street on which the sign fronts. If this twenty foot (20') distance would be within a structure, the sign may be within three feet (3') of the front of the structure. Yard signs must be parallel to the street on which the building fronts, and placed in front of the front facade with the building as a backdrop. Signs may not be positioned in the side yard. Signs may be displayed through windows or other glass areas subject to the restrictions of Section 12-8-1(K) and 12-8-1(L). On vacant lots, where there is no structure, the sign shall maintain the twenty foot (20') setback from the street.~~

(5) **ZONING RESTRICTIONS.** Yard signs are allowed in all zoning districts.

~~(6) **DESIGN.** Yard signs shall be mounted on hardware of wood or painted metal, no part of which shall be greater than four inches by four inches (4" x 4") in cross section. Mounting hardware shall be painted or stained in earth tones. No message may be written on the mounting hardware, so that the entire message area of the sign is contained on the sign face itself.~~

(7) **ILLUMINATION.** Illumination of yard signs is prohibited.

(Amended by Ord. No. 02-50; 04-01)

CHAPTER 11 - BANNERS ON CITY LIGHT STANDARDS

(Chapter Created by Ord. No. 02-60)

12-11-1. PURPOSE STATEMENT.

Park City makes available certain City light standards for the display of banners in order to promote the visual interest and economic vitality of Park City's historic resort-based community; to promote aesthetic enhancement through artistic expression;

and to contribute to the festive nature of Park City's world class resort atmosphere.

12-11-2. ADMINISTRATION.

Banners on City light standards shall be reviewed and administered by the Special Events Department, Planning Department, and Parks Department pursuant to the criteria set forth in this Chapter.

12-11-3. ELIGIBILITY.

Persons eligible to apply for and display banners on City light standards shall be limited to Park City Municipal Corporation and duly licensed Master Festival license holders.

12-11-4. DISPLAY LOCATIONS, BANNER ALLOTMENT.

City light standards eligible to display banners are those along Main Street, Kearns Boulevard, Park Avenue, and Empire Avenue. The number of banners to be hung shall be sixty-three (63) along Main Street, eighteen- (18) along Kearns Boulevard, thirty- (30) along Park Avenue, and thirty- (30) along Empire Avenue.

12-11-5. APPLICATIONS.

Applications for banners on City light standards shall be submitted to the Special Events Department and shall be approved only if the interdepartmental review team finds compliance with all criteria set forth in this Chapter. Applications shall be submitted no later than ninety- (90) days prior to the first date of the proposed display period. Applications shall at a minimum contain the following information:

(A) Proof of eligibility per Section 12-11-3;

(B) Requested display locations and dates, not to exceed a period of three (3) weeks; and

(C) A colored rendering or scaled drawing of the proposed banner, including facade dimensions and descriptions of materials and colors to be used.

If more than one (1) application for banners on City light standards is received for the same time period, the Special Events Director will determine which applicant receives priority status. Priority shall be determined on a first-come, first-served basis, based on the date a completed application is received. Where Master Festival license holders submit competing applications, display periods shall be limited to the actual event dates.

12-11-6. DESIGN.

Banners for display on City light standards must satisfy the following design criteria:

(A) **SIZE.** Unless otherwise approved by the Parks Department, banners shall be twenty-nine inches by seventy-two inches (29" x 72") along Main Street, twenty-four inches by thirty-six inches (24" x 36") along Empire Avenue, twenty-six inches by ninety-six inches (26" x 96") along Kearns Boulevard, and twenty-six inches by ninety-six inches (26" x 96") along Park Avenue.

(B) **FABRICATION.** Fabric must be of a durable material able to withstand the elements including snow and heavy winds, with one and one half inch (1/2") brass grommets installed on both bottom corners. Additionally, banners must be sewn for mounting on existing brackets. A three and one half to four inch by twenty-nine inch (3 2" to 4" x 29") wide sleeve for Main Street, Kearns Boulevard and Park Avenue, or twenty-four inch (24") sleeve for Empire

Avenue banners, at the top of the banner is required to hang the banners on brackets. Samples are available through the Parks Department. Applicants are encouraged to contact the Parks Department prior to submitting an application in order to ensure compliance with actual specifications.

(C) **SPONSORS.** Duly licensed Master Festival license holders may include the name, logo, or imagery of a sponsor, as defined at Section 4-1-1.48 of the Municipal Code, on the banner, subject to the following criteria:

(1) The sponsor's name, logo, or imagery shall occupy no more than five percent (5%) of the total banner area and must be within the bottom ten percent (10%) of the banner area.

(2) The font and scale of the sponsor's name, logo, or imagery must be either white or black in color, secondary to the Master Festival's name, logo, and imagery, and must be smaller than the font and scale of the Master Festival's name, logo, and imagery.

(3) Multiple sponsors are allowed for a single Master Festival, but only one sponsor's name may be displayed on any banner.

(4) If a corporate sponsor, as defined in Section 4-1-1.13 of the Municipal Code, is part of the official Master Festival's name, and that corporate sponsor's name, logo, or imagery is featured on the banners, no additional sponsors shall be displayed on the banners.

(D) **ARTWORK.** Fluorescent colors and reflective surfaces are prohibited on banners. Reflective colored materials that give the appearance of changing color are

also prohibited. A matte or flat finish is required for all surfaces.

Artwork should be approved at least two (2) months prior to the proposed hanging date.

(E) **TEXT.** Banner text shall be limited to the name of the permitted Master Festival, a festival sponsor and the dates of the event.

12-11-7. PERIOD OF DISPLAY.

Banners may be displayed for no more than three (3) weeks at a time. Applicants shall accept that the display period is contingent upon a workable arrangement within the overall schedule of other City banners as well as prior commitments to other outside sponsors. Prior commitments may preclude the desired display period of an otherwise acceptable applicant's banner. Where Master Festival license holders submit competing applications, display periods shall be limited to the actual event dates.

12-11-8. INSTALLATION AND REMOVAL.

Banners must be received by the Parks Department no later than one (1) week prior to the first date of scheduled display. City personnel shall install all banners on City light standards. The applicant and the Parks staff will arrange installation and removal dates. If the applicant does not retrieve the banners from the Parks Department within ten (10) days after removal, the banners shall become the property of the City and will be disposed of.

12-11-9. LIABILITY.

The applicant shall agree to assume full liability and indemnify the City for any damage to persons or property arising from the display of the banners by the City. The

The design must be on both sides of the banners, unless otherwise approved by the Parks Department.

City is not responsible for any damage that may occur to the banners from any cause.

12-11-10. FEES.

(A) **APPLICATION FEE.** Banner applications shall be assessed a temporary sign fee of twenty dollars and twenty cents (\$20.20). All application fees are due and payable upon submission of a completed application. ~~Applications shall be considered incomplete unless and until the application fee is paid in full.~~

(B) **INSTALLATION AND REMOVAL FEES.** Upon receipt of a completed application, the Parks Department will provide the applicant with an estimate of fees based services arising from the installation and removal of the on estimated costs for City banners, including but not limited to the use of City personnel and/or equipment. A final assessment of City costs will occur upon completion of the Special Event, and installation and removal fees will be adjudged to reflect actual cost.

Installation and removal fees must be paid in full within thirty (30) days of the final assessment of City costs for the Master Festival or Special Event.

(Amended by Ord. No. 02-60)

CHAPTER 12 - MASTER FESTIVAL AND SPECIAL EVENT SIGN PLAN

(Chapter created by Ord. No. 04-01)

12-12- 1. SIGN PLAN REQUIRED.

All Master Festival and Special Event licensees desiring permission to display temporary signs related to an approved Master Festival shall submit a Master Festival Sign Plan as part of the application for a Master Festival license. The Planning and Special Events and Facilities Departments shall review Master Festival Sign Plans for compliance with the standards below prior to permit issuance.

12-12- 2. MASTER FESTIVAL BANNERS.

The use of banners identifying an event and/or sponsor is allowed within the boundaries of the approved Master Festival venue, subject to the following criteria:

- (A) **SIZE.** No individual Master Festival banner may exceed thirty-six square feet (36 sq. ft.) in size.
- (B) **NUMBER OF SIGNS.** One (1) banner is allowed per venue. Additionally, one (1) banner is allowed on the external façade of any building or structure within a venue, including temporary structures. Staff may approve additional banners within a venue upon finding that the banners contribute to the overall festival atmosphere or theme of the event consistent with the purpose and scope of Section 12-1-1, the design is consistent with Section 12-3-3(A) as applied to the event, and that any commercial advertising message is secondary to such look and feel design elements for the event. There is no limit on banners within a fully enclosed structure.
- (C) **SETBACK AND ORIENTATION.** Master Festival banners are allowed only on or within approved venues.
- (D) **ZONING RESTRICTIONS.** Master Festival banners are allowed within all zoning districts.

(E) **DESIGN.** Fluorescent colors and reflective surfaces are prohibited on banners. Reflective colored materials that give the appearance of changing color are also prohibited. A matte or flat finish is required for all surfaces.

(F) **PERIOD OF DISPLAY.** Master Festival banners may be displayed only during the approved time of the Master Festival.

(G) **ILLUMINATION.** Illumination of temporary business signs is prohibited.

12-12- 3. SPECIAL EVENT BANNERS.

The use of banners is allowed within the boundaries of the approved Special Event venue, subject to the following criteria:

- (A) **SIZE.** No individual Special Event banner may exceed thirty-six square feet (36 sq. ft.) in size.
- (B) **NUMBER OF SIGNS.** One (1) banner is allowed per venue. Additionally, one (1) banner is allowed on the external façade of any building or structure within a venue, including temporary structures. Each banner shall be consistent with Section 12-3-3(A) as applied to the event, and any commercial advertising message must be secondary to such look and feel design elements for the event.
- (C) **SETBACK AND ORIENTATION.** Special Event banners are allowed to be oriented only within approved venues.
- (D) **ZONING RESTRICTIONS.** Special Event banners are allowed within all zoning districts.

(E) **DESIGN.** Fluorescent colors and reflective surfaces are prohibited on banners. Reflective colored materials that give the appearance of changing color are also prohibited. A matte or flat finish is required for all surfaces.

(F) **PERIOD OF DISPLAY.** Special Event banners may be displayed only during the approved time of the Special Event.

(G) **ILLUMINATION.** Illumination of temporary business signs is prohibited.

12-12-4. MASTER FESTIVAL DIRECTIONAL SIGNS.

Municipal and/or event owned directional signs in the form of electronic message signs and portable signs, are allowed for the purpose of identifying and/or directing vehicular or pedestrian traffic to parking areas, transportation centers and venues.

12-12- 5. MASTER FESTIVAL PROJECTION SIGNS.

Temporary projection signs that are part of an approved Master Festival license may be allowed for the duration of the Master Festival permit, provided they are directed downward and the light source is shielded from any view but the intended mark of the sign.

12-12- 6. TEMPORARY SIGNS.

Staff may approve temporary signs within a Master Festival or Special Event venue upon finding that the signs contribute to the overall resort atmosphere or theme of the event consistent with the purpose and scope of Section 12-1-1, the design is consistent with Section 12-3-3(A) as applied to the event, and that any commercial advertising message is secondary to such

look and feel design elements for the event. There is no limit on signs within a fully enclosed structure.

CHAPTER 13 - HISTORIC SIGNS

12-13-1. HISTORIC SIGNS EXEMPT.

Other than safety and structural requirements, the provisions of the Sign Code may be exempted by the Planning Director ~~Historic District Commission~~ for historic signs upon application for designation by the sign owner, and consent from the building owner.

12-13-2. HISTORIC SIGN REVIEW PROCEDURE.

~~Upon filing an application, the Historic District Commission~~ The Planning Director may determine that a Sign is historic based on the guidelines below. Notwithstanding safety, maintenance, or structural regulations, a sign so designated by the ~~Historic District Commission~~ Planning Director shall be deemed to conform to this Chapter.

12-13-3. HISTORIC SIGN CRITERIA.

To designate a sign as historic, the ~~Historic District Commission~~ Planning Director must make findings based on the following criteria:

- (A) The sign is at least fifty- (50) years old.
- (B) The sign possesses unique physical design characteristics, such as configuration, color, texture, or other unique characteristics.
- (C) The sign is of significance to the City and makes a contribution to the cultural,

historic, aesthetic quality, or the City's streetscape.

(D) The sign is integrated into the architecture of the building or the site.

(E) The sign is exemplary technology, craftsmanship, or design of the period in which it was constructed; uses historic sign materials such as wood, metal, or paint directly applied to buildings, and means of illumination such as neon or incandescent fixtures; and is not significantly altered from its historic period. If the sign has been altered, it must be restorable to its historic function and appearance.

(F) The sign is structurally safe, or is capable of being made so without substantially altering its historical significance.

12-13-4. REMOVAL OF HISTORIC SIGNS.

Once designated a historic sign, and defined as an important characteristic of Park City's history, the building owner must receive ~~Historic District Commission~~ Historic Preservation Board approval to remove the sign.

CHAPTER 14 – OUTDOOR VEHICLE DISPLAYS

(Chapter created by Ord. No. 04-01)

12-14-1. PURPOSE AND SCOPE.

The City Council of Park City, Utah hereby finds that there is a substantial and compelling need to allow limited outdoor display of vehicles due to the unique relationship between vehicle sponsors of Master Festivals and the City's ski resorts. Such a need must be balanced with the City's aesthetic concerns as stated in

Section 12-1-1. Accordingly, the City shall only permit outdoor vehicle displays pursuant to the regulations stated herein. Such displays are not signs and shall not count towards sign square footage limitations, nor receive the benefit of sign exemptions.

12-14-2. DISPLAY.

Sponsor vehicles may be displayed subject to the following criteria:

- (1) The display is within a Master Festival venue or a ski base facility in the RC, RC-MPD or RD-MPD zones;
- (2) The display is consistent with the purpose and scope of Section 12-1-1, the design is consistent with Section 12-3-3(A) as applied to the orientation of the display which shall be generally to the interior of the venue or ski base facility, and that any commercial advertising message is secondary to such look and feel design elements for the event;
- (3) The display is only for the display of the vehicle; no additional solicitation or advertising is allowed as a consequence of the vehicle other than a sign identifying the sponsor not to exceed three square feet (3 sq. ft.). The vehicle may be wrapped in additional design elements, ski team or athlete images so long as the wrap contributes to the overall resort atmosphere or theme of the ski area or event consistent with the purpose and scope of Section 12-1-1, the design is consistent with Section 12-3-3(A) as applied to the area or event, and that any commercial advertising

message is secondary to such look and feel design elements;

(4) The proposed vehicle display does not impede vehicular or pedestrian circulation;

(5) The proposed vehicle display does not impede emergency access or services.

CHAPTER 15 - APPEALS

12-15-1. APPEALS.

Any applicant who believes a denial is not justified, has the right to appeal to the Planning Commission, and to appear at the next regularly scheduled meeting for which proper notice can be given and agenda time is available. Intention to take an appeal to the Commission shall be filed with the ~~Community Development~~ Planning Director in writing within ten (10) business days following the denial of the permit by the Planning Department.

Applicants may have any action of the Planning Commission reviewed by the City Council by petitioning in writing within ten (10) business days following Planning Commission action on the sign permit. Actions of the Commission are subject to appeal and review according to the procedures set forth in the Land Management Code, Section 15-1.

(Amended by Ord. No. 04-01)

CHAPTER 16 - VIOLATION OF TITLE

12-16-1. PENALTY.

Violation of this Title is a Class "C" misdemeanor.

12-16-2. PENALTY FOR PLACEMENT OF HANDBILLS OR SIGNS ON PUBLIC PROPERTY.

The Police Department, Public Works Department, Parks and Recreation Department, or the ~~Community Development~~ Planning Department may remove handbills or signs found posted upon any Public Property contrary to the provisions of this section. The person responsible for any such illegal posting shall be liable for triple the cost incurred in the removal thereof and the City is authorized to effect the collection of said cost, in addition to any criminal fine collected under Section 12-15-1.

(Amended by Ord. No. 04-01)

DRAFT

October 21, 2005

Park City Council
445 Marsac Avenue
Park City, Utah 84060

RE: Proposed Sign Code Revisions

Dear City Council:

The Park City Board of REALTORS® appreciated the opportunity to meet with Ray Milliner last Wednesday, October 19, 2005, to consider an appropriate revision to the real estate provisions of the City's Sign Code. The Board remains devoted to the highest standards of professionalism, and as members of the community we not only share the City's interest in preserving a safe and desirable atmosphere in Park City, but we are committed to facilitating that objective.

The Board represents some 850 REALTORS® in the Park City real estate market and a substantial number are residents of Park City. As you know, the real estate industry is vital to Park City's economy. This year's sales volume already has surpassed \$1.5 billion. Those dollars create employment opportunities and contribute to all aspects of the Park City economy. The City benefits not only from sales and property taxes, but also from the additional revenue generated in the community by buyers and sellers of homes.

A critical component of a REALTOR's® business is the ability to promote inventory. Whether representing buyers or sellers, our clients consistently rely on open houses and adequate direction to those open houses. While the Board recognizes the City's concerns about protecting the community's image against abuses of the Sign Code, open house signs are necessary to sustain a healthy real estate market. The City has raised concerns with past abuses of open house signage and the Board shares those concerns. At our meeting last Wednesday, Ray Milliner conveyed the City's concerns and requested that the Board submit a proposal of acceptable revisions to the real estate provisions of the Sign Code.

In response to those discussions, the Board is enclosing with this letter proposed revisions to the Sign Code. We feel these revisions fairly account for both the concerns of the Board and the interests of the community. Among our proposals we recommend the City retain the parallel orientation requirement as well as the provision prohibiting messages written on mounting hardware.

The Board views itself as a partner with the City to facilitate adherence to the Sign Code. The Board will form a committee to identify infringements of the real estate provisions and, after an appropriate effort to encourage compliance, to notify the City of those violations. The Board also supports Ray Milliner's suggestion to hold a semi-annual forum for the Park City Board of REALTORS® to meet with a member of the City Planning and Zoning Department staff for discussion and review of the Sign Code requirements.

The Board wishes to support the City in a sensible Sign Code that benefits both REALTORS® and the entire community. To achieve this goal we request a trial period of one year to determine the effectiveness of these proposed modifications to the real estate provisions of the Sign Code.

Thank you for your consideration of the Park City Board of REALTORS® concerns and for reviewing our proposed revisions to the Sign Code. We look forward to the Council's hearing on November 3rd.

Very truly yours,

Park City Board of REALTORS®

Enclosure

Cc: Ray Milliner

BOARD OF REALTORS RECOMMENDATIONS

(G) REAL ESTATE SIGNS.

Real estate signs do not require a sign permit, as issued by the Planning Department, but shall comply with the following restrictions:

(1) **SIZE.** Real estate signs shall not exceed three square feet (3 sq. ft.) of area on the exposed sign face.

(2) **HEIGHT LIMIT.** No portion of the sign shall extend more than six feet (6') above ~~natural grade or~~ finished grade, ~~whichever yields the lower sign. Mounting devices may extend above the sign by not more than six inches (6").~~

(3) **NUMBER OF SIGNS.** Only one (1) real estate sign is permitted on any one (1) parcel of property and must comply with the size, color, and placement standards of this Code.

(4) **SETBACK AND ORIENTATION.** Real estate signs are permitted in any district, provided that they are located a minimum of ten feet (10') back from the edge of the curb, or edge of pavement ~~where there is no curb~~, of the street on which the sign fronts. If this ten-foot (10') distance would be within a structure, the sign may be placed within three feet (3') of the front of the structure. Signs must be parallel to the street on which the building fronts, and placed in the front of the front facade with the building as a backdrop. Signs may not be positioned in the side yard. Signs may be displayed through windows or other glass areas subject to the restrictions of Section 12-8-1(K) and 12-8-1(L). ~~On vacant lots, where there is no structure, the sign shall maintain the twenty foot (20') setback from the street.~~

(5) **OPEN HOUSES.** Real estate signs are permitted in conjunction with an open house. The signs must be of high

professional quality and appropriate to the area, and may be displayed off-premise, but not within the public right of way. The signs shall have no attachments of any kind, including but not limited to balloons, inflatable signs, and wind signs (any propeller, whirling or similar device that flutters, rotates, or displays other movement powered by wind, including "gasoline flags," banners or streamers). The signs shall be displayed during the open house and not more than one-half hour before and one-half hour after the open house, after which the signs shall be promptly removed.

A minimum number of signs reasonably necessary may be used to direct potential buyers to an open property. No individual may place two directional signs at the same location. Directional signs not associated with an open house are prohibited.

~~One (1) real estate sign is permitted in conjunction with an open house. The sign may be displayed off premise, but not within the public right of way, only immediately prior to and during the open house and shall be removed at sundown.~~

(6) **ZONING RESTRICTIONS.** Real estate signs are allowed in all zoning districts.

~~(6) **DESIGN.** Real estate signs shall be mounted on hardware of wood or painted metal, no part of which shall be greater than four inches by four inches (4" x 4") in cross section. Mounting hardware shall be painted or stained in earth tones.~~

(7) **CONTENT.** No message may be written on the mounting hardware, so that the entire message area of the sign is contained on the sign face itself.

(8) **ILLUMINATION.** Illumination of real estate signs is prohibited.

HISTORIC MAIN STREET BUSINESS ALLIANCE

September 6, 2005

Park City Council and Mayor
Park City Municipal Corporation
PO Box 1480 Park City, UT 84060

Subject: Sign Code Revisions – September 8, 2005

Dear City Council and Mayor,

It has been more than a year that the Historic Main Street Business Alliance (HMBA) has been providing the Planning Commission and Staff with our comments to the proposed Sign Code Revisions.

First we commend Ray Milliner for the time, energy, patients and care he has devoted to the sign code revisions process.

As stated in the HMBA's November 30, 2004 letter, in general the HMBA Sign Committee feels that the Sign Code is too restrictive in regards to allowing businesses to effectively communicate to potential customers. We recognize there has to be a fine balance between signage not being too garish (excessively ornate or elaborate), but on the other hand, we are looking to infusing a more fun and festive atmosphere into the Historic District with signs that have a variety of styles, looks and colors that help drive a customer to a particular business. We believe for the exception of a few items to follow the Planning Commission has relaxed the Sign Code to allow more fun and festive atmosphere into the Historic District and throughout the ski resorts and other commercial districts.

Comments to Title 12

General comment: the proposed changes are meant to add clarity and simplify the code.

CHAPTER 1 – PURPOSE AND SCOPE

CHAPTER 2 – DEFINITIONS

CHAPTER 3 – PERMITS

- CHAPTER 4 – SIGN STANDARDS
- 4-7 (B) – propose to modify the proposed change to read as follows: "Letters shall be raised, routed into the sign face or designed to give the sign variation and depth." Note flat vinyl or painted letters can provide variation and depth. So delete last sentence.
- 4-9 (B) – HMBA is looking for a variety in the design, colors and materials used in signs not uniformity, like a shopping mall, therefore we propose under the heading LETTERS strike the last sentence and replace with the following: The plastic face or backing of the letters can not consist of more than two colors. Delete LIGHT SOURCE.

CHAPTER 5 – UNSAFE AND UNLAWFUL SIGNS

CHAPTER 6 – NON-CONFORMING SIGNS

CHAPTER 7 – PROHIBITED SIGNS

- 7-1 (A) – Park City history shows that ANIMATED SIGNS where a part of the fabric of Park City. They added variety and vitality to the City scene; therefore we propose allowing animated signs in the commercial districts.
- 7-1 (G) – We request that balloons not be considered an Inflatable Sign and that they are allowed for promotional purposes.
- 7-1 (I) – We request that Portable signs be allowed and suggest using the language for TEMPORARY PORTABLE SIGNS with the following changes: (A) SIZE. No portable sign may exceed ten square feet (10 sq. ft.) of area on the exposed sign faces (two). (B) NUMBER OF SIGNS. One (1) sign is allowed per business. (C) ORIENTATION. Portable signs are allowed only on private property, and must not impede pedestrian circulation or ADA and Fire access no Portable signs will be permitted on City owned property including City owned Right-of-Ways without the written permission of the City Engineer or Planning Director. (D) ZONING RESTRICTIONS. Portable signs are allowed only within the GC, HCB, HRC, LI, RCO, RD, RDM (?), RM (?) and RC zoning districts. (E) DESIGN. Portable signs shall not exceed 24" x 36" A-Frame style or straight standup (10 sq. ft.). Fluorescent colors and reflective surfaces are prohibited on portable signs. (G) ILLUMINATION. Illumination of portable signs is prohibited.
- 7-1 (N) – Delete – movement is not bad. Propose deleting and including "gasoline flags" in the (B) Banners.

CHAPTER 8 – NON-REGULATED SIGNS

CHAPTER 9 – PERMITTED SIGN REGULATIONS

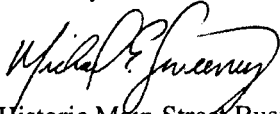
- 9-1 (A) (2) – Propose the following: Awnings and canopy signs shall be located over the first floor only unless a commercial business is above ground floor level and must have a minimum clearance of eight feet (8') to the frame and seven feet (7') to the bottom of the valance.
- 9-1 (E) (1) With the advent of the flat monitor screens for example art galleries can now take advantage of showing paintings as a slide show. We propose to change (1) SIZE to the following: Electronic display terminals shall be limited to a maximum six square feet (6') if viewed through a window and placed within a window seal, or placed on the exterior of a building. Note: same size as a Display Box.
- 9-1 (F) (1) Propose to change to the following: Entrance/exit signs shall be limited to a maximum of three square feet (3 sq. ft.) of area on the exposed surface.
- 9-1 (H) (8) Propose deleting the following: "However, internally illuminated pan-channel letters are not permitted on free-standing signs." This should be allowed because an internally illuminated sign is less intrusive than externally illuminated sign. M
- 9-1 (J) (2) Propose to change to the following: "LT signs shall be limited to the ground floor elevation unless a commercial business is above the ground floor elevation."
- 9-1 (J) (3) Propose to change to: One LT sign is allowed for every ten (10) feet of building façade width. One (1) LT sign of less than two (2) square feet in size is allowed per commercial business per building façade in a building without a permit.
- 9-1 (J) (4) Propose to change second and third sentence as follows: "If LT signs which are located within five feet (5') of the front window are visible from the street, ..." "LT signs located five feet (5') back from the window ..."
- 9-1 (J) (5) Zoning allowed: CG, HCB, HRC, LI, RC, and RCO.
- CHAPTER 10 – TEMPORARY SIGNS
- 10-2 (H) Add language to (H) allow signs for profit. – allow sign for event – Artist show

CHAPTER 11 – BANNERS ON CITY LIGHT STANDARDS

- 11-7 (D) To add the fun, variety and festivities back we should allow reflective color materials that give the appearance of changing color and it does not matter what type of finish is on the surface.

Again, thank you for allowing the HMBA to work with the Staff in this very important review process of the Sign Code.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Sweeney". The signature is fluid and cursive, with a large, stylized "M" and "S".

Historic Main Street Business Alliance
Michael E. Sweeney, President

DAVID WEISMAN
Baby Boom BOA

	effectiveness.	
6	Staff conducts a more rigorous traffic growth analysis for trips with beginning and/or end in Park City. This analysis will be integrated with SBTMP to provide a comprehensive corridor plan.	2007

Department Review:

This report has been reviewed by the City Manager's office and Public Works.

Significant Impacts:

The three phased plan recommends approximately \$66 million in transit\transportation improvements over the 25 year planning period (\$51 million in road improvements and \$15 million in transit enhancements). Currently the SBTMP is not financially constrained (i.e., funding sources have not been identified in any detail). It is foreseeable that financing the plan will require a combination of Federal, State, County and City participation.

Recommendation:

Staff requests that Council review and provide comment on the Snyderville Basin Transportation-Transit Master Plan as well as the work plan identified in this report.

City Council Staff Report

Author: Colin Hilton
Subject: Discussion on Possible Alternative Energy
Demonstration Projects for the Park City
Ice Arena & Sports Complex at
Quinn's Junction
Date: October 27, 2005
Type of Item: Informational



Economic Development &
Capital Projects

Council Request:

Provide Staff with direction on how to proceed with potential alternative energy demonstration projects.

Description:

Topic: City Council review of potential alternative energy demonstration projects.

Background:

In 2003, the City Council approved a resolution declaring Park City's interest in taking a leadership role in promotion of sustainable energy by promoting both energy efficiency and renewable energy for Park City Municipal and the community.

As stated within the resolution, one aspect of promoting a sustainable community has been to explore alternative energy sources and programs. To date, the new construction at the Quinn's Sports Complex has incorporated several sustainable design elements, as outlined below:

- Alternate transportation; on site public transportation access, locations for bicycle storage & changing rooms (locker rooms).
- Storm water management; naturally treated on site.
- Heat island reduction; ice sheet utilizes a white roof.
- Light pollution reduction; exterior building lighting for safety only, all lighting full cut off at property line with management plan.
- Water efficient landscaping.
- Innovative wastewater technologies; waterless urinals.
- Green Power; electric ice resurfacer verses typical propane or gas.
- Local/Regional materials.
- Daylight & Views for office spaces.
- Controllability of HVAC systems; perimeter vs. non perimeter spaces (ice arena).

There has been recent interest in exploring ways to promote additional sustainable building practices through the incorporation of alternative energies.

At a October 13, 2005 meeting, City Council directed Staff to return with a high level summary of the options available to see if there is interest on the part of the Council to pursue any of those options.

Analysis

Staff held discussions with architects, engineers, and product representatives of alternative energy systems, and accumulated the following information:

- a) Most applications of alternative energy systems occur as either:
 - 1. A remote/rural location project where standard power source systems are not available
 - 2. A location where energy prices are very high
 - 3. A demonstration project highlighting the benefits of alternative energy and the advantages of reducing reliance on existing systems.
- b) Utah currently has relatively low electrical energy prices compared to other states. Park City rates are in the 8.5 cents/kwh range whereas rates in California can be as high as 15 - 22 cents/kwh. In deregulated states (CA), incentives and tax credits are much more prevalent and offer as much as 50% off the initial capital costs.
- c) Utah offers grants for alternative energy programs as well as Federal programs. If Council directs Staff to continue exploration of alternative energy options, the availability of grants would be investigated further. The State Energy Office under Gov. Huntsman is currently being reshaped and will likely have adjustments on energy policy priorities.
- d) Currently in the State of Utah, existing power supply systems (primarily coal fired) produce electric power at a cost of approximately 4 cents/kwh. Transmission costs add to the total consumer price per kwh. Recent projects utilizing alternative energy sources have shown that power costs would typically need to be in the range of 18-24 cents/kwh to create a break-even scenario (given the up front capital costs). From an economic standpoint, payback periods are still generally in the 15-25 year range, depending on the amount off-setting grants and incentives offered.
- e) Currently, the majority of coal-fired power plants in Utah are in their last 10 years of their projected lifespan. Additionally, supplies of available coal are diminishing quickly. Realization that current resources are dwindling has prompted predictions that within 30 years, new construction will require a project to produce onsite, 30-50% of their energy requirements. While the current costs of producing electricity are seen as quite low, the current coal-fired plant systems would need multi-million dollar upgrades in the years to come that are not currently influencing the rate structures.
- f) Wind and solar power generation are two alternative energy options that could be explored for the Quinn's site given Council's possible interest and direction. Currently, any project utilizing an on-site energy production device would need to either create adequate battery

storage to power certain building components (somewhat costly) or utilize a "grid tie-box" which basically dumps power back into the local power grid (minimal cost – but minimal cost return; currently Utah Power would pay back a customer at approximately 4 cents/kwh wholesale price). Potential Options for Council to consider:

Wind Power

1. An industry representative for wind power has shared possible applications for how a wind machine could generate alternative power at the Quinn's Sports Complex.
2. Two variations were outlined:
 - A. Whisper "500" – cost installed at approximately \$22,500. Requires mounting a 15' diameter turbine on a minimum 35' high pole – suggested on the top of the hill behind the rink site. This unit requires a minimum wind speed of 7 mph to generate power.
 - B. The unit is estimated to produce between 16 – 25 kwh/day in good conditions. Looked at in two ways, that would be enough to power a few elements of the building (perhaps the Zamboni), or off-set power bills at the current 4 cents/kwh rate to the tune of approximately \$.64 - \$1 a day.
 - C. A second unit currently in testing– called the "Storm" comes in at a much lower up-front capital cost of approximately \$11,000, would also require a 35' high guy-wireless pole, has a lower weight, and is quieter. It has an estimated production capacity of 16 kwh/day with the similar economic off-sets described above. It has a 3 mph minimum wind speed to generate power.
 - D. The City's recreation complex is zoned Recreation Open Space (ROS). A windmill would be prohibited by the underlying zoning. Council would either have to amend the ROS District to consider the Use, or determine that it is an "Essential Municipal Public Utility Structure" and therefore a Conditional Use in the ROS Zone. The ROS Zone height is 28'. The City Council would also have to amend the ROS Zone Height to allow for an enumerated height exception for a windmill. Any amendments to the ROS District would require a Planning Commission public hearing and recommendation prior to Council action. Additionally the Conditional Use Permit would require a public hearing and notification to adjacent property owners. The Planning Commission when considering a Conditional Use permit would have review CUP criteria that include: 15-1-10(E)(8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots; and 15-1-10(E)(10) physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing.
 - E. Further detailed research (such as determining the typical wind speeds at the site) could be explored if Council directed Staff to do

so. Staff will have a rendering available at the Council meeting to see visually the height of a wind-powered project at the site.

Solar Panels

1. Industry representatives for solar power have shared possible applications for how solar panels could generate alternative power at the Quinn's Sports Complex.
2. Solar panels can be mounted in structured modules or incorporated into "thin film" membranes that can be adhered to existing roof structures.
 - A. Structured modules tend to have higher efficiencies than thin-filmed applications.
 - B. Recent projects in Utah have shown installation costs of solar applications at \$8-\$10 per watt. Systems are typically designed to generate certain kwh blocks of say, 5 KWH, 10 KWH, 20 KWH, 50 KWH, etc. Usually, a customers budget dictates how big a system is designed.
 - C. As for a possible application at the Sports complex, the Ice Arena's flat roof could be explored for a possible application. More research would need to be done to investigate the load requirements.
 - D. Advantages to solar options would be reduced visual impacts and reliance on a more predictable quantity of sunshine for our climate.
3. Cost scenarios:
 - A. 5 kwh project – estimated cost \$45,000, conservatively would generate 40 kwh/day. Looked at two ways, would either power up certain elements of the building or off-set power bills by \$1.60 /day.
 - B. 10 kwh project – estimated cost \$90,000, conservatively generating 80 kwh/day. Looked at two ways, would either power up certain elements of the building or off-set power bills by \$3.20/day.
 - C. 50 kwh project – estimated cost \$450,000, conservatively generating 400 kwh/day. Providing power for an even higher percentage of building elements of the facility or off-setting power bills by \$16/day or \$5,840 yr.
 - D. Consideration of solar options at the ice rink would require a modification to the CUP as it relates to the overall design of the ice rink building and recreation complex. This would go to the Planning Commission for a public hearing. Notification of adjacent property owners would be required.
 - E. Further research could be explored if Council directed Staff to do so.

Discussion Topics:

1. Is Council interested in pursuing an alternative energy project at the Sports Complex at Quinn's Junction?
2. What criteria should be considered when deciding on whether to do a project? (demonstrates sustainable practices?, promotes community

awareness? economics? visual impacts? etc) Is one criteria more important than others?

3. Given that the current Sports Complex budget does not have a budget that could pay for an alternative energy project, does Council desire Staff to reprioritize other budget funds?
4. Would Council like Staff to return with a broader sustainability goal update?

Department Input & Review:

This report received comment and input from Staff within Economic Development & Capital Projects, Special Events and Facilities, Public Works, Planning, and Sports Complex Manager.

Council Request:

Provide Staff with direction on how to proceed with potential alternative energy demonstration projects.

City Council Staff Report

Author: Brooks T. Robinson
Subject: Land Management Code change
Date: October 27, 2005
Type of Item: Legislative



**PLANNING
DEPARTMENT**

Summary Recommendations:

Staff recommends that the City Council hold a public hearing and adopt the amended Section 15-2.11-3(l)(1)(b) of the Land Management Code as found in the ordinance.

Topic:

Applicant	Thaynes Canyon I Homeowners Association
Location	Payday Drive
Zoning	Single Family (SF)
Adjacent Land Uses	Residential and Municipal Golf Course

Background:

The City received a completed application on September 12, 2005 for a Land Management Code change from the Thaynes Canyon I Homeowners Association (HOA). The current zoning is Single Family (SF).

The request from the HOA is to amend 15-2.11-3(l)(1)(b) Other Exceptions to modify the Side Yard exceptions for Thaynes Canyon Subdivision I. The side yard setback in the SF zone is 12 feet; the exception for Thaynes Canyon Subdivision I allows for a 5 foot side yard. The HOA requests that the side yard exception be modified to 10 feet to correspond with their existing Codes, Covenants, and Restrictions (CC&Rs).

Thaynes I was originally platted in 1971 with a zoning designation of Residential Development (RD). At the time, the Single Family (SF) zoning district did not exist. The SF zone came into being in 1986 (Ordinance 86-12) and Thaynes I and II, and Prospector Village were re-zoned from RD to SF. The language of the RD zone prior to 1986 allowed reduced site requirements under Chapter V Supplementary Regulations:

"On any lot under separate ownership and of record prior to April 4, 1968 or on any lot which has been approved by the City Council prior to the date of this Code (1976), such lots having smaller dimensions than required for the zones in which they are located, the front yard, rear yard, and side yard set back requirements of said lots shall be deemed to comply with the zones in which they are located and maybe reduced as follows: ...In the RD zone for single-unit dwellings the front yard for main buildings may be reduced to twenty (20) feet. The front yard for a garage may be reduced to ten (10) feet. The side yards may be reduced to five (5) feet except on corner lots at which time the side yard abutting a street shall be a minimum of ten (10) feet..."

The minimum lot size of the RD zone at the adoption of the Land Management Code in 1976 was 12,500 square feet. Most of the lots within Thaynes Canyon I and II do not meet this lot size requirement.

With the creation of the SF zone in 1986 and the rezoning of Thaynes Canyon I (and Thaynes Canyon II and Prospector Village) into the SF district, the reduced site requirement exceptions were carried over into the revised Land Management Code (now section 15-2.11-3(I) and referenced in 15-2.11-3(B)).

The original recorded, and unchanged, CC&Rs for Thaynes Canyon I restricted the rear yard and side yard setbacks to a minimum of 10 feet (see Exhibit A). The Thaynes Canyon I HOA reportedly has been active since its inception in 1971 and vigorously enforces their CC&Rs and the setbacks stated in them. However, there is confusion created when the CC&Rs do not conform to the LMC requirements.

The Planning Commission held a public hearing on October 12, 2005, and forwards a positive recommendation to the City Council.

Analysis:

Staff finds the request from the Thaynes Canyon Subdivision I Homeowners Association to amend the LMC to comply with section 15-1-7. The request will increase the allowed side yard setback exception for Thaynes Canyon Subdivision I to a minimum of 10 feet and conform to the existing CC&Rs. The proposed language is as follows (the underlined language is added):

(I) OTHER EXCEPTIONS.

(1) In Thaynes Canyon Subdivision I and II, and Prospector Village Subdivision, minimum required Yards are as follows:

(a) FRONT YARD. The minimum Front Yard for Main Buildings is twenty feet (20') and the Front Yard for garages is ten feet (10');

(b) SIDE YARD. The minimum Side Yard is five feet (5'). On Corner Lots the minimum Side Yard abutting a Street is ten feet (10'). In Thaynes Canyon Subdivision I the minimum Side Yard is ten feet (10');

(c) REAR YARD. The minimum Rear Yard is ten feet (10').

Recommendation:

Staff recommends that the City Council hold a public hearing and adopt the amended Section 15-2.11-3(I)(1)(b) of the Land Management Code as found in the ordinance.

Ordinance No. 05-

AN ORDINANCE AMENDING TITLE 15, CHAPTER 12.11-3(I)(1)(b) OF THE MUNICIPAL CODE , REGARDING ZONING LANGUAGE FOR THAYNES CANYON SUBDIVISION I MINIMUM SIDE YARDS

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 of Park City; and

WHEREAS, it is in the best interest of the community to periodically amend the Land Management Code to reflect the goals and objectives of the City Council and to align the Code with the Park City General Plan; and

WHEREAS, the City Council finds that the proposed change to the Land Management Code is necessary to promote consistency with the original zoning of the subdivision and eliminates inconsistent build-out patterns;

WHEREAS, it is in the best interest of the City to maintain Park City as a world class resort.

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

**SECTION 1. AMENDMENT TO TITLE 15- Land Management Code,
Chapter 2.11-3**

(I) OTHER EXCEPTIONS.

(1) In Thaynes Canyon Subdivision I and II, and Prospector Village Subdivision, minimum required Yards are as follows:

(a) FRONT YARD. The minimum Front Yard for Main Buildings is twenty feet (20') and the Front Yard for garages is ten feet (10');

(b) SIDE YARD. The minimum Side Yard is five feet (5'). On Corner Lots the minimum Side Yard abutting a Street is ten feet (10'). In Thaynes Canyon Subdivision I the minimum Side Yard is ten feet (10');

(c) REAR YARD. The minimum Rear Yard is ten feet (10').

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

PASSED AND ADOPTED this 27th day of October, 2005.

City Council Staff Report



Author: David Maloney
Applicant: James H. Frisbie for the Little Belle
Condominium Homeowner's
Association
Subject: 7155 Little Belle Court – Amendment to Record of
Survey
Date: October 27, 2005
Type of Item: Administrative
Zoning: RD-MPD
Adjacent Land Uses: Medium Density Residential and Hotel / Retail

**PLANNING
DEPARTMENT**

Summary Recommendations:

The Planning Staff requests that the City Council open the public hearing on the Final Plat of the amendment to the Record of Survey for the Little Belle Condominiums located at 7155 Little Belle Court, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration.

Background:

The applicant is requesting to amend the Record of Survey plat for the Little Belle Condominiums. The applicant is requesting to convert the rear decks and balconies from limited common area to private area. Thirteen of the twenty unit owners have signed a plat indicating that they are agreeable to the proposed changes.

Analysis:

The property is located in the RD-MPD zone. The proposed amendment will change rear deck and balcony areas within the Little Belle Condominiums from limited common area to private area. At the present time, the Little Belle Condominiums has a rear deck and rear balcony which is for the exclusive use of the owners of the condominiums to which they are attached. This conversion will not affect the total space available to the owners. Some owners may desire to enclose these spaces in the future. The purpose of this Plat Amendment is to process one plat amendment covering the conversion of all decks and balconies rather than applying for a separate Plat Amendment for each unit. The required project open space is not affected by this proposal.

Notice:

Notice of this hearing was sent to property owners within 300' on Wednesday September 28, 2005. Staff has received no comments from the public at the time of this writing. A notice was posted at the property and published in the Park Record on Wednesday September 28, 2005.

Department Review:

The Planning, Engineering and Building Departments have reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on August 23, 2005, where representatives from local utilities and City Staff were in attendance. No additional issues were raised.

Alternatives:

- The City Council may approve the amendment to the Record of Survey for the Little Belle Condominium plat with the conditions stated, or modify the conditions, or
- The City Council may deny amendment to the Record of Survey for the Little Belle Condominiums and direct staff to prepare findings supporting this recommendation, or
- The City Council may continue the discussion to a later date.

Recommendation:

The Planning Staff requests that the City Council open the public hearing on the amendment to the Record of Survey for the Little Belle Condominiums located at 7155 Little Belle Court, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration as found in the Ordinance.

Ordinance No. 05-

**AN ORDINANCE APPROVING THE AMENDMENT TO THE RECORD OF SURVEY
FOR THE LITTLE BELLE CONDOMINIUMS PLAT LOCATED AT 7155 LITTLE
BELLE COURT, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as the Little Belle Condominiums at 7155 Little Belle Court have petitioned the City Council for approval of the amendment to the Record of Survey of the Little Belle Condominium Plat plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 12, 2005, to receive input on the amendment to the Record of Survey for the Little Belle Condominium plat;

WHEREAS, the Planning Commission, on October 12, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 27, 2005 the City Council approved the amendment to the Record of Survey for the Little Belle Condominium plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the amendment to the Record of Survey for the Little Belle Condominium plat.

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

SECTION 1. APPROVAL. The amendment to the Record of Survey for the Little Belle Condominium plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located in the Residential Development (RD-MPD) zoning district.
2. The street address for the property is 7155 Little Belle Court.
3. The rear decks and balcony areas are currently platted as Limited Common Area.
4. This Plat Amendment will change the Record of Survey plat to indicate that all rear decks and balconies attached to the Little Belle Court Condominiums are private area rather than limited common area.
5. There are no proposed applications for construction at this time.
6. The proposed action does not reduce the project's required open space.
7. The applicant has submitted evidence of the appropriate Owner's vote approving the amendment to the Limited Common Area.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code, the General Plan, and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.

Conditions of Approval:

1. The City Attorney and City Engineer review the final form and content of the plat for compliance with the Land Management Code and conditions of approval are a condition precedent to recording the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. Building permit applications to enclose the rear decks and balconies must be submitted to the building department prior to construction.
4. The applicant submits evidence of the necessary owner's signatures pursuant to Utah State law.

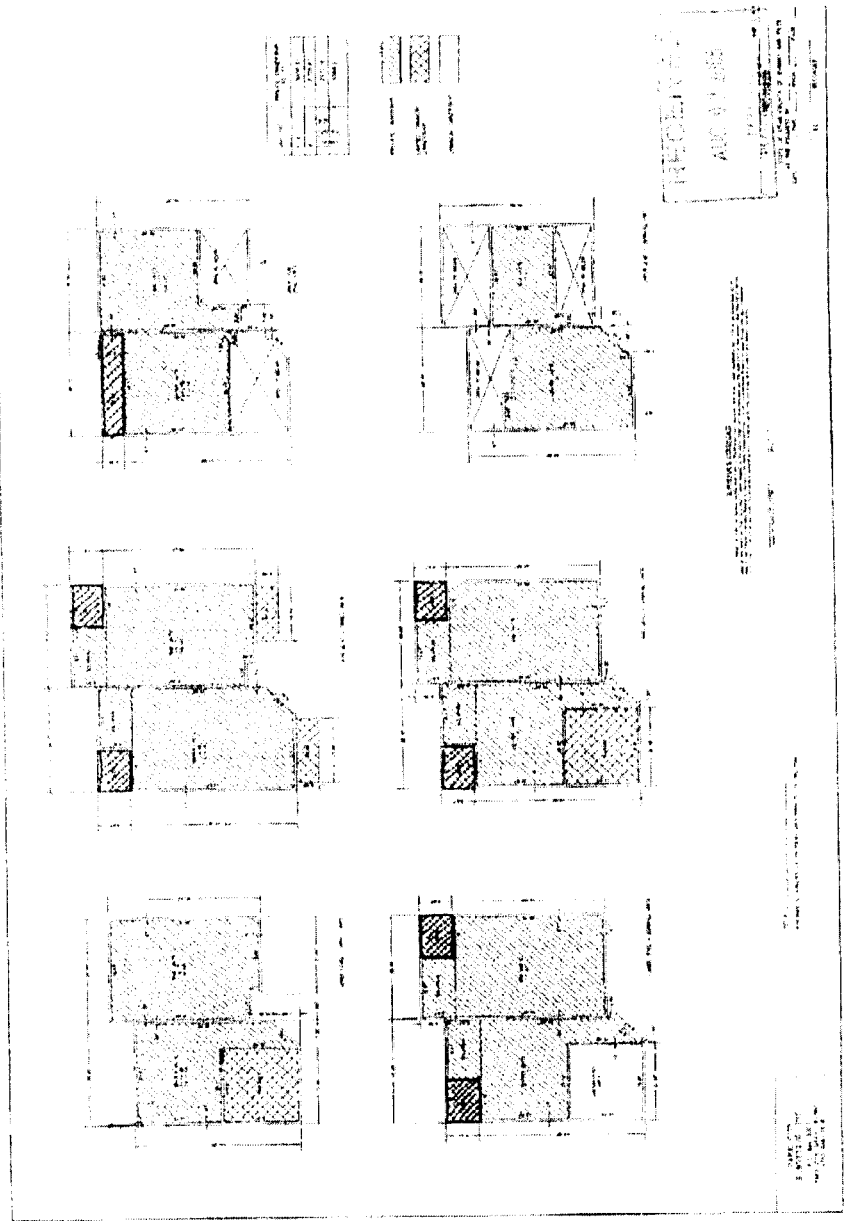
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.



PASSED AND ADOPTED this 27th day of October, 2005.

EXHIBITS

Exhibit A – Proposed areas to be amended



City Council Staff Report



Author: Alison Butz
Hugh Daniels
Subject: Sundance Film Festival
MOU and City Services Agreement
Date: October 27, 2005
Type of Item: Administrative- Master Festival License

**Special Events and
Facilities Department**

Summary Recommendations:

Conduct a public hearing and authorize the Mayor to execute a Master Festival License (MFL) and City Service agreement with the Sundance Institute as attached in a form approved by the City Attorney.

Description:

Topic:

Master Festival License and City Service Agreement with the Sundance Institute.

Background:

Park City has been the home of the Sundance Film Festival for almost 25 years. In that time, Park City has evolved with the Sundance Institute in accommodating the ever growing popularity and recognition of the Festival. In 2001, the City, the Chamber/Bureau, business and arts community approached Sundance with an offer to enter into a long-term agreement. The goal was to secure Sundance's presence in Park City. The 2001 Master Festival License and City Service Agreement secured the Festival's presence in Park City for eight (8) years.

The Sundance Institute has always stated their desire to increase their presence in the Park City community and to be known as a year-round contributor to Park City's arts community. In 2004, the Sundance Institute began discussions with a local developer to acquire space to relocate their corporate office from Salt Lake City to Park City. Discussions progressed and in 2005, the City, the Chamber/Bureau and the business community began discussions to enter into a new contract with the Sundance Institute, thereby supporting the Institute's relocation of their corporate headquarters and securing the Festival's presence in Park City for a significantly longer period of time.

Prior to making an offer, the City wanted a better understanding of the economic benefit that Sundance brings to Park City. The analysis section of this report contains a brief summary of the economic analysis, provided by Wikstrom Economic & Planning Consultants, Inc. entitled *Economic Impacts of Sundance Film Festival – expanded scope of 2004 Update*. The analysis section also contains a brief summary of the deal points associated with the Services Agreement. The City interacted with the business community while developing the agreement and has gained support from the Lodging

Association, Restaurant Association and the Chamber / Bureau. Fostering and supporting cooperative partnerships and programs between the resorts, business community, Chamber and government in an effort to promote increased business is a high priority in Council's economic development goals.

Analysis

In order to assess the direct benefit of the Sundance Film Festival to Park City, the City analyzed the economic impact of the Festival on Park City and Summit County. The table below summarizes the economic benefit of Sundance.

Gross Impact Summary								
Direct Impacts		Indirect Impacts					Induced Impacts	Total Impacts
Festival Expenditures	Festival Cost to Park City	Visitor Expenditures**	Fiscal Impacts					
			Total Park City	Total Summit County	Transit	Total		
\$2,175,640	(\$82,763)	\$23,106,535	\$404,364	\$555,468	\$57,766	\$1,017,598	\$19,666,099	\$22,776,574
		Lodging	\$235,306	\$450,443	\$33,615	\$719,364		
		Ski Industry	(\$42,336)	(\$8,467)	(\$6,048)	(\$56,851)		
		Restaurant	\$124,623	\$96,138	\$17,803	\$238,564		
		Retail	\$86,771	\$17,354	\$12,396	\$116,521		
		Total	\$404,364	\$555,468	\$57,766	\$1,017,598		
** Visitor expenditures are used to calculate fiscal and induced impacts, but are excluded from total impacts as the retailers are the direct beneficiary of those expenditures, not PCMC.								

The total gross impact to Park City, the Transit Authority and Summit County is \$22,776,574. Direct gross impacts equate to \$2,175,640 and are attributable to Sundance expenditures in Park City, with indirect impacts of \$1,017,598. The induced impact is \$19,666,099.

The gross impact analysis does not include resident expenditures to avoid evaluating funds merely being diverted from the same regional economy. If, however, both resident and nonresident attendee spending were identified, the total impacts would be \$30,822,762. Direct impacts would remain at \$2,175,640, while indirect impacts would increase to \$1,433,039 – \$576,746 to Park City; \$773,900 to Summit County; and \$82,392 to the Transit Authority. The fiscal impact growth is attributable to the increase of \$9,850,434 in visitor expenditures as a result of including resident expenditures. The induced impact is \$27,296,846.

Using the economic analysis and knowledge of Sundance's needs, the City has put together the attached Agreement. This document is a collaborative effort between the City, Summit County, the Park City Chamber/Bureau, the Lodging Association, the Restaurant Association and the Sundance Institute. The financial implications of the deal points are summarized in the Significant Impacts section of the report. The following is a brief summary of the major components of the attached agreement.

Term

The term of the agreement is for eleven (11) years, 2007 through 2018 with an option to renew for an additional ten (10) years. The Sundance Institute has agreed to tri-annually

review the dates of the festival to reduce possible conflicts for sections of the business community where they can, while maintaining the success of the festival.

Relocation of Headquarters

Within the agreement, Sundance will receive additional monetary compensation for the relocation of their Headquarters to Park City. The Sundance Institute has signed a lease with Paladin developers, to occupy a space in the Silver Star development. One of the components of the Sundance Institute is an artist in residency program. This program will bring people to Park City for an extended time to attend Sundance's programs. The location of the Sundance Institute Headquarters to Park City will further establish Park City's arts community.

Film Festival Venues

There is a provision within the Agreement that calls for 70% of Sundance's official Festival activities to remain in Park City. This provision helps guarantee that the focus of the Festival will remain in Park City. Sundance will continue a locals' ticket program and promote ski ticket sales opportunities.

Marketing

Park City Municipal Corporation the Agreement memorializes existing practices of mentioning "Park City, Utah" on Sundance Film Festival internet and promotional materials, plus Headquarters literature.

Financial Components of Services Agreement

The City will make an additional \$220,000 annual contribution for the relocation and maintenance of the Institute's corporate headquarters to Park City for the length of the contract. Current annual City contributions for selected City Services continue without increase. The \$220,000 will be paid from the City's budget and supported in part by parking revenues during the festival.

The City is exploring a revised Business License Festival Fee to offset a portion of these expenditures, the costs of enhanced municipal services, and the disproportionate cost of services of other temporary festival activities. There is support within the business community for increasing fees, particularly from those industries that receive the greatest benefit, Lodging, Restaurant/Retail, and Transportation Services. However, all businesses benefit from Park City's many festivals that occur on a year-round basis at some level. This fee will be before the Council during the regular budget process in the Spring of 2006.

In addition to the City contribution, the Park City Chamber/Bureau has agreed to increase their cash contribution to Sundance by \$110,000 (see Exhibit B to the Agreement).

The Sundance Institute has agreed to continue to solicit funds from other governmental agencies and quasi-governmental agencies outside of Summit County to support their operations. All such funds received in excess of \$150,000 will decrease the City's and Chamber/Bureau's cash contributions discussed above.

Significant Impacts

The discussion above highlights the financial aspects of the agreement. The commitments from the City will be included within the recommended FY 2007 budget presented to City Council in May.

Consequences of not taking recommended action:

If Council does not approve the Master Festival License, the Sundance Institute does not have a contract to continue the Sundance Film Festival in Park City after the 2008 Festival.

Alternatives

1. Approve the Master Festival License and City Service Agreement for the Sundance Institute. This is Staff's recommendation.
2. Modify the parameters of the Master Festival License and City Service Agreement for the Sundance Institute.
3. Deny the Master Festival License and City Service Agreement, thereby not securing the location of the Sundance Film Festival in Park City after 2008.
4. The City Council may continue the hearing for more information and discussion.

Recommendations

Conduct a public hearing and authorize the Mayor to execute a Master Festival License (MFL) and City Service agreement with the Sundance Institute as attached in a form approved by the City Attorney.

Exhibits

Exhibit A - Master Festival License and City Service Agreement

Master Festival License and City Services Agreement

THIS MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("**Agreement**") is entered into as of _____, 2005, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("**Park City**"), and THE SUNDANCE INSTITUTE, a Utah non-profit corporation ("**Sundance**"). Park City and Sundance are sometimes referred to herein individually as a "**Party**," and collectively as "**Parties**."

Recitals

A. WHEREAS, Sundance has staged the Sundance Film Festival ("**Festival**") in Park City under the regulation and authority of annual Master Festival Licenses issued by Park City.

B. WHEREAS, Park City and Sundance wish to enter into a long term contract maintaining Park City as the Festival headquarters and establishing Park City as corporate office headquarters for Sundance Institute to maximize planning efficiencies, pool resources, and improve Festival management to ensure the continued success of the Festival with minimal adverse impacts and maximum cultural benefits to the residents of Park City.

C. WHEREAS, Sundance desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the Festival, all under the terms hereinafter provided.

D. WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents. In recognition of the significant past and future artistic and economic contributions which Sundance and the Festival make to the communities in Park City in particular and Summit County in general, and the increased presence of Sundance in Park City by virtue of relocating its corporate office headquarters to Park City (the "Relocation"), Park City deems it to be in the best interests of the Park City community to enter into this Agreement.

E. WHEREAS, pursuant to Section 10-8-2(1)(a)(v) of the Utah Code Annotated and after public hearing, the City Council authorizes the provision of certain City services/facilities herein to Sundance, a non-profit entity, regardless of the consideration Park City receives in return.

F. WHEREAS, pursuant to Sections 10-8-2 and 10-8-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is consistent with the Park City General Plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City.

G. WHEREAS, notwithstanding Recital E, Park City retained the firm Wikstrom Economic & Planning Consultants, Inc. to review the direct economic benefits of the Festival to Park City, and the Summary of Revenue Impacts to Park City and Summit County dated September 2005 is incorporated herein by reference. The City Council finds that Sundance's annual direct economic impact to Park City equals or exceeds each annual fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Festival and the Relocation create additional overall positive economic, artistic and quality of life impacts on Park City, its residents and its visitors. The City Council therefore finds Park City receives a greater net value than the City's appropriations over the life of the contract.

H. WHEREAS, the Park City Restaurant Association, Park City Lodging Association, the Park City Chamber and Visitor's Bureau and the Park City business community worked together to provide benefits to support the Festival and the Relocation.

Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and Sundance mutually acknowledge and agree to proceed through all stages of planning and operations for the use areas described on Exhibit "A" attached hereto (the "Use Areas") and each Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the annual Festivals. Park City and Sundance agree that the purpose for cooperation and flexibility is the successful operation of the Festival. Both Parties understand that plans may change each year. Park City and Sundance shall cooperate in good faith in exploring potential development and use of new venues for Festival activities.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and Sundance with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (the "Supplemental

Plans") with respect to those functions of the Use Areas, that may change with each annual Festival. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Some of the Supplemental Plans for the 2007 Festival are attached hereto as Exhibits. Others will be prepared in anticipation of the 2007 Festival. Supplemental Plans for future Festivals will follow Supplemental Plans for the 2007 Festival unless changes that are mutually acceptable to the Parties will promote the efficient and successful operation of the Festival. Failure of the Parties to agree on changes to current Supplemental Plans will result in use of the immediately prior year's Supplemental Plans.

1.3 Sundance General Responsibilities. In addition to the responsibilities of Sundance set forth in this Agreement, Sundance is responsible for the timely submission of all annual plans related to the Festival to be incorporated into the Supplemental Plans, and producing and providing all official information related to the Festival.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in this Agreement, Park City is responsible for the following:

(a) Park City shall produce and provide to Sundance or its designee all official Park City information relevant to the Festival and the Use Areas, including internal staff communication, and promote positive support for Park City's involvement in the Festival and the opportunities provided thereby.

(b) Park City shall develop plans for effectively managing other activities and non-Sundance film events in Park City during the Use Periods, determine its calendar of municipal activities as affected by the Festival, and emphasize realistic public expectations for Park City during the Use Periods.

(c) Park City shall comply with Section 4-8-6 of the Park City Municipal Code, and in that regard shall use its best efforts to prevent any other activity from interfering with the Festival and this Agreement.

(d) Park City shall cooperate with Sundance by using its best efforts to notify Sundance of any pending City ordinance changes which could have a negative impact on Sundance and its sponsorship relationships, including those relating to marketing and signage.

(e) Park City will not lease any of the City owned or managed facilities (including, without limitation, parking facilities) for any events or temporary licensees which take place during the annual periods of the Festival that may threaten the operations of the Festival or limit Sundance's ability to offer increased programming. Park City shall use its best efforts to assist Sundance in obtaining a commitment from the Park City School District to lease exclusively to Sundance the Eccles Theatre and

surrounding parking lots at Park City High School during the annual periods of the Festival, excluding periods during which such parking areas are necessary for operation of Park City High School.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. Term. Sundance hereby agrees to hold the 2007 through 2018 Festivals in Park City. Accordingly, this Agreement shall be effective from February 1, 2006 through February 1, 2018 (the "Term"). The Term shall automatically renew for an additional ten (10) years for the 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028 Festivals unless either Party provides the other with written notice of its intent not to renew by February 1, 2015. In order to address the fact that approximately 4 out of every 10 years the Festival occurs over the Martin Luther King holiday weekend, the Parties agree that every three (3) years during the Term, they will meet to review whether conditions such as other film festivals moving their festival dates, available additional City incentives, and changes in Sundance's strategic plan and mission would make feasible moving the Festival dates to a weekend that does not fall on the Martin Luther King holiday weekend, without affecting the continued viability, growth and success of the Festival.

3. Grant of Lease. Park City hereby grants to Sundance and its designees and assigns, and Sundance hereby accepts, the right and lease for the occupancy and use of the "Use Areas," including all facilities, buildings and spaces during the "Use Periods," for the purposes and as defined and described in Exhibit "A" attached hereto, along with the use of the equipment, fixtures and furnishings, all available utilities services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and Sundance with respect to the lease of the Use Areas is that of landlord and tenant, and may be further be defined by lease agreement. However, such lease agreements shall not conflict with this Agreement.

4. Exclusive or Shared Use. The Use Areas include areas where Sundance has exclusive use, and areas where Sundance has shared use, as indicated on Exhibit "A." attached hereto. All Park City personnel who require access to shared use areas during the applicable use periods shall be subject to Sundance's operational and ticket policies and plans for such shared use areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and Sundance shall cooperate to arrange times that Sundance and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially

interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the terms of this Agreement.

4.2 Lawful Use. During the applicable Use Periods, Sundance will not use, operate or maintain the Use Areas in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. Sundance may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, for the purposes indicated on Exhibit "A" attached hereto, including the following purposes: (a) moving in and out; (b) construction, erection and staging of decorations, temporary facilities and installations and other temporary improvements, security equipment and systems, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; (c) sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Festival and other visitors to the Use Areas; (d) advertising, marketing and promotion; and (e) any other purpose related to the Festival.

4.4 Rights to License. During any Use Periods for which Sundance has exclusive use of any Use Areas, Sundance shall have the express, sole and exclusive right: (a) to sell (or give away) or license the right to sell (or give away) any food, beverage, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any person in or on the Use Area; and (b) to control and distribute credentials, passes, tickets and other rights of access to the Use Area, consistent with Sundance's security plans for the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, Sundance shall not be released from its obligations hereunder.

4.5 Restoration. Sundance shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, Sundance shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed by the Parties. Park City may impose a reasonable security deposit for any Use Area upon Sundance or its licensee(s), which deposit shall be returned to Sundance upon satisfaction of its obligation to restore the Use Areas as provided herein.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to Sundance all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for Sundance to operate such facilities for the Festival's uses. Sundance shall remain responsible for any building or other permits necessary for its temporary improvements.

5.2 Master Festival License. Upon execution of this Agreement, Park City shall issue to Sundance a Master Festival License that covers all activities of Sundance described in this Agreement that may require such a license and a Sundance corporate Park City business license. Unless included in the Master Festival License, the implementation of annual Supplemental Plans will require that Sundance or its designee obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals and variances that may be required for each Festival.

5.3 Permits and Licenses Issued by Other Governmental Authorities. Sundance shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to the Festival's use of the Use Areas during the Use Periods. Park City shall support and cooperate with Sundance in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods. To the extent that a Use Area is partly within Park City and partly within the boundaries of another jurisdiction (such as Wasatch or Summit Counties), Park City shall use best efforts to agree with such other jurisdictions that they shall delegate to Park City the sole authority to issue necessary permits for such Use Areas.

5.4 Governmental Ordinances. Park City shall support and cooperate with Sundance in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist Sundance in hosting and staging the operations of the Festival and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to Sundance, Park City will provide the following city services (collectively, the "City Services") to promote and support special events within Park City

(a) Sundance shall be entitled to a credit of 500 hours of specific Festival police and code enforcement at the request of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival. This service does not include any Police Services requested for interior venue security or VIP protection. Interior venue security will be at the expense of Sundance. The scope of such enforcement services shall be included in each annual Supplemental Plan;

(b) Park City's good faith efforts in assisting Sundance with the planning of and acquisition of required overflow and volunteer parking lots and designated overnight parking areas for Sundance staff;

(c) 920 hours of enhanced transportation on Park City's existing routes;

(d) Enhanced Main Street restroom cleaning;

(e) Enhanced trash removal on Main Street; and

(f) Three (3) electronic signs for the duration of the Festival.

Sundance may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Festival. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide without additional consideration, then such services shall be considered "Additional City Services" (defined later) to be paid for by Sundance under Section 6.2 hereof.

6.2 Additional City Services and Work Order Process. Sundance may request services from Park City in addition to Basic Services under this Agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). If the request is approved by the City Manager (or Council if required) Sundance will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead or wear and tear on any equipment. If Sundance disapproves of such costs to be charged to it, Sundance may withdraw its request for such Additional City Services.

7. City Representative.

7.1 Festival Representative. Prior to and during the Use Periods, Park City shall provide and designate, at its expense, at least one full-time employee to serve as its "City Representative" for the Festival, who shall be the operational liaison between Park City and Sundance and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at Sundance's request, access to and lock-down (if applicable) of the Use Areas is provided to Sundance upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Special Event Manager for the City, unless

otherwise approved in advance by Sundance, which such approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. Such Manager shall be designated by the City Manager. The costs of providing the City Representative and the Manager to provide services under this Agreement shall be borne solely by Park City.

7.3 Management Meetings. The City Representatives and Sundance manager shall meet no later than April 1 annually to review Festival operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to September 1 annually, unless such approval by September 1 is not practical, and then the changes shall be approved as soon as possible.

8. Use Area Technology Systems. During the Use Periods, Park City shall make available at no additional charge to Sundance, for Sundance's non-exclusive use, all technology systems and service, used by Park City in connection with the Use Areas, including, without limitation, traffic control systems, telephone and communication lines, service and equipment, cabling, conduit, construction easements and rights of way, plywood backboards, data networks and data ports, and cable television connections, service and facilities, to the extent possible without disrupting or delaying other Park City functions and so long as such availability cannot violate any franchise agreement with the provider. Sundance shall have the right to install additional technology equipment in the Use Areas to supplement the existing technology systems, and cannot create conflicts or disruptions in the operation of existing Park City systems.

9. Parking and Transportation.

9.1 Transportation Plans. Park City, with coordination from Sundance, shall develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans, to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City transit service to meet the increased public demand during the Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Festival. The system will remain open to the public and will service the existing transit routes. Park City expects that it will utilize all available vehicles in its fleet to meet additional demand on its existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services.

9.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and Sundance both agree to support and cooperate with one another if both Parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Festival.

9.3 Cooperation in Traffic Mitigation/Venue Parking. Park City shall cooperate in good faith with Sundance in adjusting designated parking spaces for the Festival based on the location of Main Street venues and events. Traffic and mitigation plans and use of funds therefore shall be included in each of the Supplemental Plans. The Parties shall jointly contribute resources to the implementation of such plans.

9.4 Parking Passes. Park City shall make available only to Sundance the right to purchase parking passes for use during the Festival in the Swede Alley parking structure currently under construction, for a period of three (3) consecutive days prior to making such passes available to the general public, at the same rates as Park City sells such passes to the general public. No more than twenty-five percent of available passes may be purchased in advance pursuant to this section, unless the cap is increased by the City consistent with anticipated public demand.

D. SUNDANCE SERVICES.

10. Sundance Annual Obligations. As consideration for the City support herein, Sundance agrees to the following:

10.1 Park City Venues. Park City shall be the recognized headquarters of the Festival. Unless otherwise agreed by the Parties, Sundance shall use its best efforts to hold at least 70% of its official events (including screenings) during the Festival within Park City and the Snyderville Basin in Summit County. As a key component of its Utah based programming, Sundance will continue to seek Salt Lake City based local governmental funding to support screenings and other Festival related activities in Salt Lake City. Funding sources may include Salt Lake City, Salt Lake County, Salt Lake Convention and Visitors Bureau and the Downtown Alliance. Sundance may stage additional Festival related programs within other cities in Utah, as long as Sundance first uses reasonable efforts to offer such new programs in Park City and Snyderville Basin venues. These commitments are subject to Sundance's ability to renew contracts with existing venues and lodging companies at reasonable times, rates and availability, and are further subject to Sundance's ability to obtain suitable venues for additional ticketed events at reasonable times, rates and availability.

10.2 Locals Ticket Sales. Sundance shall use best reasonable efforts to provide advanced Festival ticket sales to Utah residents at a Park City location and free post-Festival screenings for City residents and volunteers.

10.3 Public Relations-Press Releases. Except for youth events, non competition special screenings, and other mutually acceptable screenings or activities occurring outside of Park City, Sundance shall include a reference to "Park City, Utah" as the headquarters of Sundance Institute in all press releases made about the Festival, and shall cooperate where possible in releasing joint public statements with Park City and promoting the City generally.

10.4 Internet and Promotional Material. Sundance shall include a reference to "Park City, Utah" on all Festival internet sites and Festival promotional material, including guides and posters distributed with regard to the Festival.

10.5 Youth Programs. Sundance shall include youth programs during the Festival.

10.6 Cooperation with Chamber Bureau and Business Associations. Sundance and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

10.7 Ski Ticket Sales. Sundance shall use its best efforts to provide promotion and ski ticket sales opportunities for the Park City Mountain Resort and Deer Valley Resort during the Festival.

10.8 Kiosks. During the Festival Sundance shall be entitled to at least ten (10) kiosks for posting of information, flyers, posters and other items at locations in reasonably close proximity to Festival venues in accordance with the Supplemental Plans for kiosks.

10.9 Access; Promotion. In consideration of the commitments and obligations of Park City under this Agreement, Sundance shall (i) provide necessary access to and support of Festival operations as provided herein and for exercise of police powers generally, and (ii) provide City with access to the Festival including credentials, invitations to opening night festivities, various screenings and Festival wear as available. Such items shall not be considered "gifts," and may be distributed at the discretion of the City Manager.

E. FINANCIAL.

11. Service Contract. Subject to annual budget appropriation as provided herein, Park City shall make the following annual contribution to Sundance toward the costs of the Festival:

- (a) \$25,000 for City Services Agreement for film services;
- (b) \$25,000 for upgrade of private and public film venues;

(c) For the Relocation to Park City and maintenance in Park City of Sundance's corporate headquarters, \$220,000, which could include cash donations, or mutually acceptable changes in fee statutes, fees, donations and/or direct budget relief that would offset existing Festival and/or Sundance's annual costs; provided, however, that any amounts which Sundance receives from Salt Lake City or Salt Lake County government, or Salt Lake City or County quasi-governmental agencies such as the Salt Lake Convention & Visitors Bureau and the Downtown Alliance, in excess of \$150,000, shall reduce Park City's and Chamber's contributions dollar for dollar (Park City 2/3 per dollar and Chamber 1/3 per dollar).

11.1 Park City agrees that this Agreement and all of Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council and Mayor no later than June 30 of each year. If, for any reason, Park City cannot provide the minimum transportation services described in Section 9.1 hereof and Sundance incurs increased costs to provide such transportation services to its venues previously provided by Park City, then Park City shall increase the annual contribution to Sundance to cover such increased transportation costs. If such budget is not approved prior to June 30, Sundance and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by August 31, Sundance may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment of secured funds is due by the first of December each year.

11.2 Sundance agrees to make every effort in applying for annual Salt Lake County Zap Tax and/or other governmental funding including but not limited to, Salt Lake County, Salt Lake City and the State of Utah.

11.3 Sundance agrees to keep accurate books and records of Festival-related revenue. Park City or its independent auditor reserves the right, no more frequently than annually, to conduct its own audit of Festival books and records at reasonable times and places during ordinary business hours, as designated by Sundance in order to verify expenditures or use of City funds received pursuant to this Agreement and funding amounts received from Salt Lake City or Salt Lake County government or quasi-governmental agencies. If the revenues have not been accurately reported, then Park City and the Chamber/Bureau shall be entitled to a full or partial refund of the amount (Park City 2/3 per dollar and Chamber/Bureau 1/3 per dollar).

12. Chamber. The Agreement of the Park City Chamber and Visitors Bureau attached as Exhibit "B," is incorporated herein as additional consideration for this Agreement. Failure of any promise or condition on such Agreement shall not result in any liability to Park City. However, Sundance may terminate this Agreement without recourse or further claims by Park City if the agreement attached as Exhibit B is

breached. Sundance shall give written notice to Park City of the breach and thirty (30) days to cure said breach, unless a longer period is agreed as reasonable by both Parties.

F. INSURANCE AND RISK MANAGEMENT.

13. Indemnifications.

13.1 Sundance's Indemnity. For only activities in the Use Areas, Sundance shall indemnify, defend and hold harmless Park City, and its respective officers, employees and agents from and against any and all claims, set-offs, losses, damages, liabilities, fines and expenses including without limitation, reasonable attorneys' fees and court costs, that result from claims by third parties arising out of the fault of Sundance. Sundance's obligation under this Section 13.1 shall survive the termination or expiration of this Agreement.

13.2 Waiver of Claims Against Park City. Sundance and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Sundance or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the Festival, except as provided in Section 13.1.

14. Insurance. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah (Utah Code Ann. § 63-30d-101 et seq.).

14.1 Insurance. Sundance shall procure and maintain at its own expense throughout the Use Periods the following insurance:

(a) Workers' compensation insurance for Sundance employees, including statutorily required limits and other requirements of law.

(b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

14.2 Sundance Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Sundance shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, whether by separate policies or by endorsement:

(a) Commercial general liability policy, with combined single limits of Two Million dollars (\$2,000,000.00) per occurrence and in aggregate;

(b) Liquor Liability Coverage Part on the commercial general liability policy. Sundance shall require any hired security company to provide a policy of liability insurance; and

(c) aircraft liability insurance, if Sundance leases or uses aircraft in connection with its activities under this Agreement.

14.3 Additional Requirements. The insurance provided by Sundance pursuant to Section 14.2:

(a) shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with Sundance's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to Sundance's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) shall provide if reasonably possible that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

14.4 Park City Liability Insurance. Park City may provide such insurance as it may elect to provide covering itself, its officers, employees and agents with respect to any occurrence on Park City Property. Sundance shall not be a named insured or otherwise be entitled to any benefit under such policies. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah.

G. MISCELLANEOUS.

15. License for Use of Sundance Marks. Sundance will negotiate in good faith with Park City an agreement granting to Park City a license, without fee, on a case-by-case basis, to use Sundance's emblem(s) and other trademarks to permit Park City to promote the Festival and the Park City community. Such license shall be subject to Sundance's terms and conditions, including restrictions prohibiting any commercial use of such marks.

16. License of Park City of Utah Logo, Name and Marks. Park City hereby grants Sundance a non-exclusive license to use any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Festival, (b) providing map and wayfinding information, and (c) advertising or promoting the Festival.

17. Photography and Broadcast Rights. Sundance shall have the exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. Sundance shall have the non-exclusive right to record, to broadcast, and to permit media coverage of Sundance's activities in Park City generally.

18. Sponsorships. Sundance shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Festival and events staged or conducted by Sundance in the Use Areas. Sponsors are required to obtain Park City business licenses and conditional use permits when necessary to operate within the City limits, unless such licenses or permits are included in the Master Festival License.

19. Representations and Warranties.

19.1 Representations and Warranties of Sundance. Sundance hereby represents and warrants that (a) Sundance is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah, (b) Sundance has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Sundance and the performance by Sundance of its obligations hereunder have been duly authorized by all necessary corporate action, (d) this Agreement has been duly executed and delivered by Sundance and is a valid and binding obligation of Sundance.

19.2 Representations and Warranties of Park City. Park City hereby represents and warrants to Sundance that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

20. Unforeseen Circumstances. Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the

reasonable control of the Party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such Party shall not be liable to the other for delay or failure to perform its obligations.

21. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any Party under this Agreement, or otherwise relating to this Agreement, shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any Party to litigation in connection with such dispute:

(a) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within three (3) days after delivery of the notice (or in case of an emergency, within eight (8) hours of delivery of the notice), the Parties shall conduct a telephone or personal conference to attempt to resolve such dispute. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the Parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along, with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

(b) If the dispute has not been resolved by negotiation as provided in Section 21(a) hereof, the Parties shall endeavor to settle the dispute by mediation under the CPR Mediation Procedure then currently in effect, provided, however, that if one Party fails to participate in such mediation when requested by the other Party, the Parties shall have no further obligations to proceed with mediation hereunder. If the Parties mutually agree to proceed with such mediation, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

22. Specific Performance. Each of the Parties hereto expressly acknowledges that it may suffer irreparable injury and damage if the other Party breaches its covenants or fails to comply with the provisions set forth in this Agreement for which money damages will not provide an adequate remedy. Therefore, the Parties each agree that if a Party breaches any provision set forth herein, the other Party shall be entitled, in addition to such other remedies and damages as may be available to it at law or in equity, to an injunction requiring specific performance of such provision or restraining the other Party from acting in violation of such provision, as the case may be, to the fullest extent permitted by law. Notwithstanding any provision of this

Agreement, during the Use Periods, either Party can seek specific performance of the provisions of this Agreement without first seeking mediation.

23. Other Miscellaneous Terms.

23.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

23.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the Parties can be maintained.

23.3 Assignment and Delegation. Neither Party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, agents, heirs and assigns.

23.4 Waiver. No action taken by either Party shall be deemed to constitute a waiver of compliance by such Party with any representation, warranty or covenant contained in this Agreement. Any waiver by either Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

23.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

23.6 Consent. Unless otherwise specifically noted herein, the consent of any Party to any action may be made in such Party's sole discretion. All consents or approvals hereunder shall be given without delay by either Party.

23.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties relating to all or part of the subject matter herein.

23.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and Sundance and there are no third party beneficiaries to this Agreement.

23.9 Notice. Unless otherwise specified herein, all notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "**Notice**" or "**Notices**") shall be given to or made upon the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing delivered to the other Party. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("**fax**") (with a copy sent the same day by first-class mail), by electronic mail E-mail (with a copy sent the same day by first-class mail) or by certified first-class mail, return receipt requested, postage prepaid, to the Party or Parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax or E-mail, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:

City Manager
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480
Tel 435-615-5025
Fax 435-615-4901

With copies to:

City Attorney
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480

If to Sundance:

Jill Miller, Managing Director
Sundance Institute
P.O. Box 3630
Salt Lake City, Utah 84110

With copies to:

Cary D. Jones, Esq.
Snell & Wilmer LLP
Gateway Tower West, Suite 1200
15 West South Temple
Salt Lake City, Utah 84101

23.10 Reserved Police Power. Park City expressly reserves, and Sundance expressly recognizes, Park City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as Park City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SUMMARY OF EXHIBITS

Exhibit "A"	Use Areas
Exhibit "B"	Chamber Agreement
Exhibit "C"	Supplemental Plans

**EXHIBIT "A" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

USE AREAS

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Park City Library and Education Center, all associated furnishings, fixtures, and equipment; north lawn area and Reading Garden.	1255 Park Avenue	1/15, 2007 – 1/31, 2007	Screening venue; Hospitality; Wait list Line; Box Office, kiosk, tent	Parking Nonexclusive (except reserved, 5 permits and 2 for coffee cart); All others – Exclusive	Park City shall provide Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field for placement of Sundance's Tent facilities.	Sundance and Park City	Sundance and Park City
Racquet Club Indoor tennis courts, storage room and adjacent hallways, all associated furnishings, fixtures and equipment; and 35 parking spaces in the adjacent parking lot (for staff use only)	1200 Little Kate Road	1/15, 2007 – 1/31, 2007	Awards Ceremony and Screenings	Parking Nonexclusive; All Other - Exclusive	Park City shall provide Cleaning, Waste Removal and snow and ice removal inside and outside the use area	Sundance	Sundance and Park City
Miners Hospital - Entire building (basement when available) all associated furnishings, fixtures and equipment and parking spaces in the adjacent parking lot.	1354 Park Avenue	1/15, 2007 – 1/31, 2007	Volunteer/Staff Office and Lounge	Parking Nonexclusive; All Other - Exclusive	Cleaning, Waste Removal and snow and ice removal inside and outside the use area	Sundance	Sundance and Park City
Transit Center - Visitor Desk on upper floor, all associated furnishings, fixtures and equipment.	558 Swede Alley	1/17, 2007 – 1/29/2007	Public Information distribution, transportation coordination;	Exclusive	Park City shall provide Cleaning, Waste Removal and snow and ice removal inside and outside the use area	Sundance and Park City	Park City

Main Street - East side venues (Plan B, Egyptian Theater, Elks Building, Riverhorse) and West side venues (Main Street Mall and War Memorial Building)	Main Street	1/17, 2007 – 1/29/2007	storage; and kiosk	Crowd control in front of large venues and enhanced pedestrian areas.	Pedestrian	Park City shall place the barricades, provide snow removal and place "no parking" and "drop zone" signs	None	None
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* Refer to annual Supplemental Plan for specific dates.

EXHIBIT "B" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Chamber/General Business

The Park City Chamber of Commerce/Convention and Visitors Bureau Board of Directors hereby agrees to provide to the Sundance Institute the following as adopted by formal motion on October 25, 2005, so long as the MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT is in effect:

1. Up to \$160,000 annually in cash grant for promotion of tourism and arts (which includes \$50,000 to be contributed under previous commitments from the Park City Chamber of Commerce/Convention and Visitors Bureau). \$110,000 of the cash grant can be reduced as outlined in paragraph 11(c) if Sundance receives any funding through Salt Lake County Zap Tax and/or other governmental funding including but not limited to, Salt Lake County or Salt Lake City or direct budget relief;
2. 450 ski tickets for Sundance Film Festival media and sponsors allocated proportionately from The Canyons, Park City Mountain Resort and Deer Valley ski resorts.
3. Will use reasonable best efforts in assisting the Sundance Institute in obtaining lodging, food, venues and services at a reasonable rate, term and availability.

Signed:_____

By:_____

**EXHIBIT "C" TO
PARTNERSHIP MEMORANDUM OF UNDERSTANDING**

Supplemental Plans

Document will be amended to include 2007 Festival information.