1994 ORDINANCES

Ord. No.	Date	Title
94-49	12-08	Ordinance approving a condominium plat for the High Chaparral master planned development, to be known as the Comstock Lodge Condominium Plat, being Lot 1B of the High Chaparral Final Subdivision Plat located in the southeast quarter of Section 15, Township 2 South, Range 4 East, SLB&M, Park City, Utah
94-48	11-17	Ordinance amending the Evergreen Subdivision Plat to amend the area of disturbance at 6120 Silver Lake Drive, Park City, Utah
94-47	11-10	Ordinance accepting the public improvements at Thaynes Creek Ranch Subdivision Phase 1A
94-46	11-10	An Ordinance approving the final plat for 693 Main Street Fletcher-Kimball Condominiums
94-45	10-27	An ordinance approving a rezone of a two acre lot in Park Meadows from Recreational Open Space to Single Family (Osguthorpe)
94-44	10-27	An ordinance renewing the non-exclusive franchise of TCI Cablevision of Utah, Inc. and repealing Ordinance 80-22, as amended
94-43	10-27	An Ordinance approving the amendment to the final plat of Boulder Creek planned unit development to vacate a private access easement known as Stonebridge Court Boulder Creek Plat, 1130 Stonebridge Circle, Park City, Utah
94-42	10-13	Ordinance amending the Evergreen Subdivision plat to amend the limits of disturbance at 6715 Silver Lake Drive

94-41	10-13	Ordinance approving the amendment to the amended final plat of Prospector Square on Lots 24B, 25A and 25B located at Parking Lot F at Prospector Square, Park City, Utah
94-40	10-13	Ordinance amending Chapter 4, Sign Code, of the Municipal Code of Park City, Utah
94-39	10-13	Ordinnace amending Chapters 1, 2, 3, 5, 7, 8, 9, 10, 13 and 15 of the Land Management Code of Park City, Utah
94-38	09-29	Ordinance amending the Prospector Village plat by approving the subdivision of 2279 Monarch Drive, an existing duplex
94-37	09-15	Ordinance accepting the public improvements at Morning Star Estates Subdivision
94-36	09-01	Ordinance approving the final plat for Deer Lake Village, Phase 1, Park City, Utah
94-35	09-01	Ordinance approving the final subdivision plat for High Chaparral at 2250 Deer Valley Drive, Park City, Utah
94-34	09-01	Ordinance amending the Prospector Village Plat by approving the subdivision of an existing duplex located at 2162 and 2164 Monarch Drive, Park City, Utah
94-33	09-01	Ordinance amending the Prospector Village Plat by approving the subdivision of an existing duplex located at 2316 Calumet Court, Park City, Utah
94-32	08-25	Ordinance amending Sections 4.11 through 4.18 of the Land Management Code regarding applications for demolition certificates of appropriateness (CAD) to create a presumption of significance for all buildings, structures and sites either within the Historic District, listed on the Park City Historic Survey or over 50 years old, and eliminating separate standards for residential buildings and structures

94-31	08/25	Ordinance approving the final plat for Silver Meadows Estates
94-30	07/28	Ordinance accepting the public improvements at Aspen Springs Ranch Phase 1 Subdivision
94-29	06/23	Ordinance accepting the public improvements at Fairway Meadows Subdivision
94-28	06/23	Ordinance accepting the public improvements at Royal Oaks Phase I Subdivision
94-27	06/23	Ordinance approving condominium ownership on Lot 2 of the Snowpark Subdivision, located at 680 Rossi Hill Drive, Park City, Utah
94-26	06/23	Ordinance codifying certain ordinances, with amendments and repealing all inconsistent ordinances, including the 1976 Municipal Code of Park City
94-25	06/02	Ordinance accepting the public improvements at Willow Ranch Subdivision
94-24	05/26	An Ordinance amending Section 3.1 of the LMC changing the number of Planning Commission members
94-23*	06/23*	Ordinance adding new Chapter 11-13 School Facilities Impact Fees to the Municipal Code of Park City, Utah; adopting the long-range capital facilities improvements program prepared for the Park City School District; and renumbering subsequent chapters of Title 11 of the Municipal Code
94-22	05/12	Ordinance approving Bellevue Phase 1 plat amendment
94-21	05/12	Ordinance vacating a portion of Easy Street and acceptance of dedication of relocation of bike path
94-20	05/12	Ordinance amending the definition of gross revenue in Ordinance No. 73-15, and Ordinance granting a telephone and telegraph franchise to U S

		West Communications, Inc., formerly the Mountain States Telephone and Telegraph Company, dba Mountain Bell
94-19	05/12	Ordinance approving Snowcrest amendment to condominium plat, 1530 North Empire Avenue
94-18	05/12	Ordinance approving Silver Queen Hotel condominium conversion, 632 Main Street
94-17	04/28	Ordinance amending certain sections of Title 12, Signs, of the Park City Municipal Code
94-16	04/28	Ordinance approving an amendment to Chapter 7 of the Land Management Code of Park City Municipal Corporation to enable construction of residential development within the Recreation Commercial District
94-15	04/21	Ordinance approving the revised final plat for Hearthstone Subdivision, a subdivision development located between Aerie Drive and Mellow Mountain Road, Park City, Utah
94-14	04/07	Ordinance approving the subdivision and final plat of 2078 Prospector
94-13	04/07	Ordinance approving the subdivision and final plat of 1816 Prospector
94-12	04/07	Ordinance amending Section 8.12 of the Land Management Code (regarding home business occupation)
94-11	03/17	Ordinance approving the Bellevue Phase II, Parcel B - final plat, a small scale master plat development located at Silver Lake Drive, Park City, Utah
94-10	03/17	Ordinance approving the Stag Lodge Phase II condominium plat amendment, a condominium development located at 8200 Royal Street, Deer Valley, Park City, Utah

94-9	03/17	Ordinance amending Chapter 1, Section 3, Title 10 Motor Vehicle Code, of the Park City Municipal Code to update in accordance with recent amendments to the Utah Code
94-8 Drive	03/03	Ordinance approving Glenfiddich Condominium final plat, 2305 Queen Esther
94-7	03/03	Ordinance approving Sweeney Town Lift Phase B Final plat, north of 7th Street between Park Avenue and Main Street
94-6	03/03	Ordinance amending Title 11, Chapter 14,Section 1 of the Municipal Code of Park City, Utah to expand the area subject to the Prospector minimum landscaping and topsoil requirements
94-5	03/03	Ordinance vacating a portion of a 20 foot wide utility and access easement in the condominium project in Park City known as the Bald Eagle Club at Deer Valley
94-4	02/17	Ordinance renumbering certain sections and amending Sections 2, 7.19, and 8.19 of the Park City Municipal Corporation Land Management Code regarding the allowance of accessory apartments
94-3	02/17	Ordinance codifying Ordinance No. 93-10 regarding franchise taxes in Title 4, Chapter 9 of the Municipal Code of Park City, with amendments regarding a telephone utility's gross revenue
94-2	02/03	Ordinance amending the Official Zoning Map to include approximately 228 acres known as Hidden Meadows
94-1	01/20	Ordinance approving the Prospector Square supplemental amended plat, a subdivision located in the northeast quarter of Section 9, Township 2 south, Range 4 east, Salt Lake Base and Meridian

Ordinance No. 94-49

AN ORDINANCE APPROVING A CONDOMINIUM PLAT FOR THE HIGH CHAPARRAL MASTER PLANNED DEVELOPMENT, TO BE KNOWN AS THE COMSTOCK LODGE CONDOMINIUM PLAT, BEING LOT 1B OF THE HIGH CHAPARRAL FINAL SUBDIVISION PLAT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.L.B.M, PARK CITY, UTAH

WHEREAS, the owners of the property indicated above, Comstock Lodge, L.C., petitioned the Planning Commission for approval of a condominium plat for a Master Planned Development, known as High Chaparral MPD, consisting of Lot 1B of the High Chaparral Final Subdivision Plat and located at 2650 Deer Valley Drive East, Park City, Utah; and

WHEREAS, proper notice was provided and the Planning Commission held a public hearing on November 30, 1994 to receive input on the proposed condominium plat; and

WHEREAS, on November 30, 1994 the Planning Commission forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the High Chaparral Master Planned Development is now known as the Comstock Lodge Condominiums; and

WHEREAS, it is in the best interest of Park City, Utah to approve the condominium plat; and

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

SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned condominium plat and that neither the public nor any person will be materially injured by the proposed plat.

SECTION 2. PLAT APPROVAL. The final condominium plat for the High Chaparral MPD, now known as the Comstock Lodge Condominiums, is approved as shown on the attached Exhibit A with the following conditions:

1. All Park City Municipal Corporation "Standard Project Conditions" shall apply.

2 Prior to plat recordation, the City Engineer and City Attorney shall review and approve the Final Plat and Declaration of Condominium.

3. All conditions and notes of the High Chaparral Final Subdivision Plat shall continue to apply.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 8th day of December, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

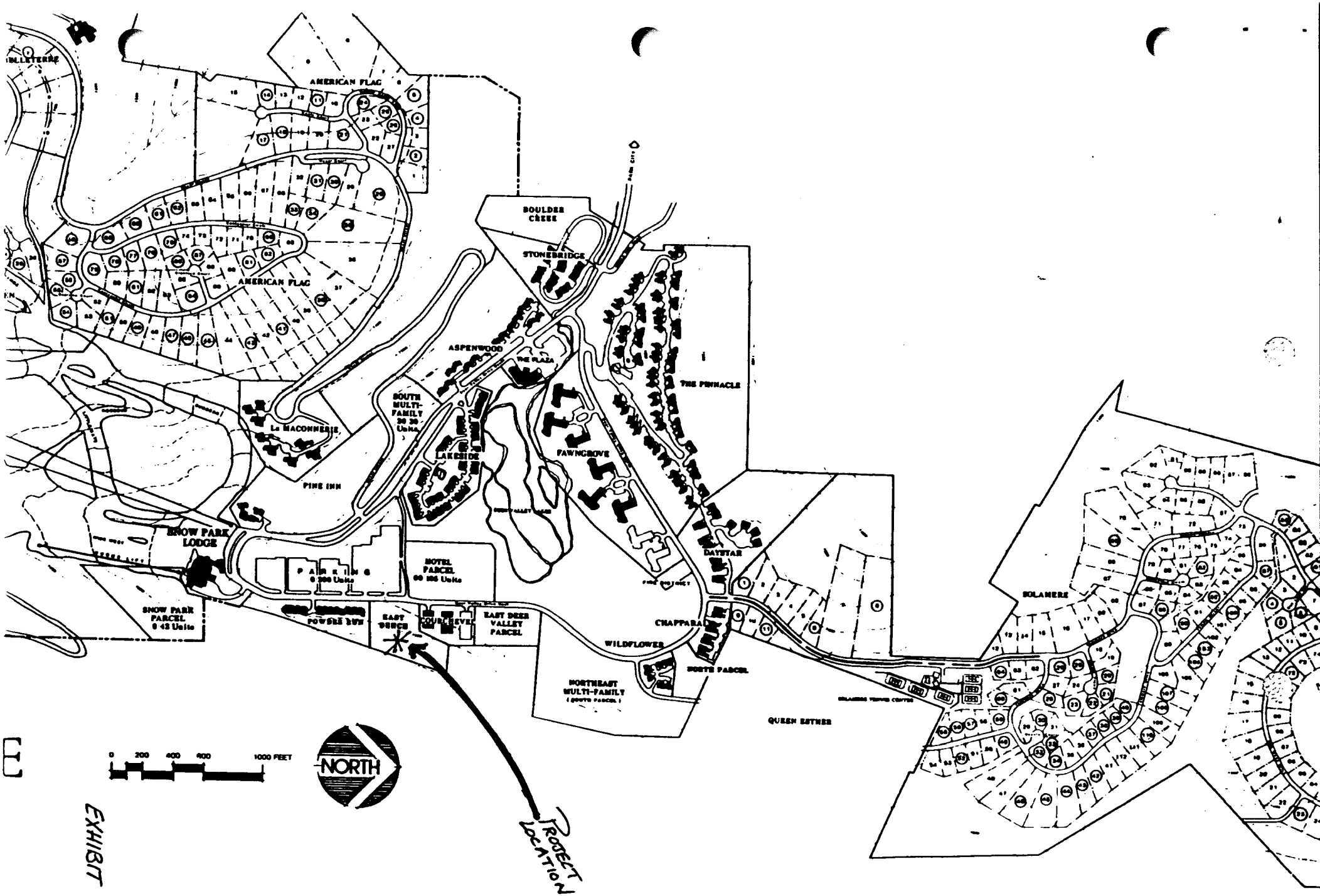
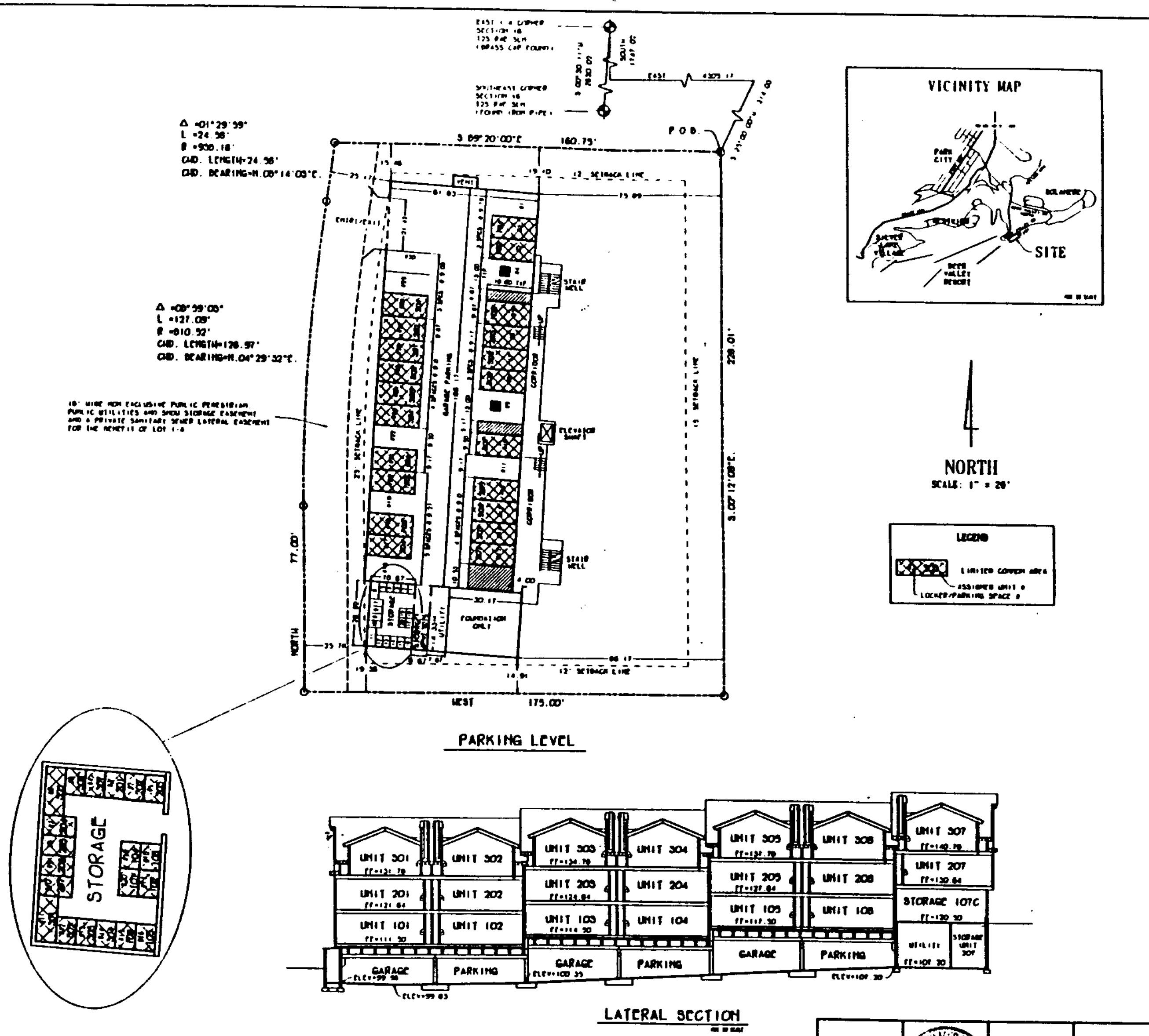

AMERICAN FLAG
AMERICAN FLAG
BOULDER CREEK
STONEBRIDGE
ASPENWOOD
THE PLAZA
THE PINNACLE
SOUTH MULTI-FAMILY 20 30 Units
La MACONNERIE
LAKESIDE
FAWNGROVE
PINE INN
SNOW PARK LODGE
HOTEL PARCEL 90 105 Units
DAYSTAR
SOLANERS
SNOW PARK PARCEL 0 42 Units
EAST DEER
EAST DEER VALLEY PARCEL
CHAPPARAL
WILDFLOWER
NORTH PARCEL
NORTHEAST MULTI-FAMILY
QUEEN ESTHER
0 200 400 600 1000 FEET
NORTH
PROJECT LOCATION

EXHIBIT A.



SURVEYOR'S CERTIFICATE

I, THOMAS E. MADDEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE # 150204 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS LOT 1-B UPON WHICH WILL BE BUILT THE COMSTOCK LODGE CONDOMINIUMS, BASED UPON A SUBDIVISION OF LOT 1 OF EAST BENCH MULTI FAMILY PARCEL IN DEER VALLEY BY JACK JOHNSON (CERT. # 147561)

THOMAS E. MADDEN — DATE

BOUNDARY DESCRIPTION

ALL OF LOT 1B, PART OF LOT 1 OF A SUBDIVISION OF THE EAST MULTI FAMILY PARCEL IN DEER VALLEY, LOCATED IN SECTION 16, T2S, R4E, SLM, ACCORDING TO THE OFFICIAL PLAT THEREFOR ON FILE AND OF RECORD AS ENTRY 0220031 IN THE SUMMIT COUNTY RECORDERS OFFICE. SAID LOT 1B BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 1747.02 FT. AND EAST 4305.17 FT. AND S 25°00'00"E 314.05 FT. FROM THE EAST 1/4 COR. OF SECTION 16, T2S, R4E, SLM; THENCE S 0°12'08"E 228.01 FT.; THENCE WEST 175.00 FT. TO THE EAST LINE OF DEER VALLEY DRIVE EAST; THENCE NORTH 77.00 FT. ALONG SAID DRIVE; THENCE 127.09 FT. ALONG THE ARC OF AN 810.52 FT. RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°59'03" (CHORD BEARS N 4°29'32"E 126.97) TO A POINT OF REVERSE CURVE; THENCE 24.58 FT. ALONG THE ARC OF A 938.18 FT. RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 1°29'59" (CHORD BEARS N 8°14'03"E 24.58 FT.); THENCE S 89°20'00"E 180.75 FT. TO THE POINT OF BEGINNING. AREA 38,934.90 FT. (0.89 ACRES) MORE OR LESS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, COMSTOCK LODGE, L.C., A UTAH LIMITED LIABILITY COMPANY, IS THE FEE SIMPLE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND AND CONSENTS TO THE RECORDATION OF THIS CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-8-13, SUBDIVIDING THE LAND INTO CONDOMINIUM OWNERSHIP AND CREATING UNITS, COMMON AREA AND LIMITED COMMON AREAS, ALL AS SET FORTH HEREIN, TO BE KNOWN AS COMSTOCK LODGE CONDOMINIUMS. ALSO THE UNDERSIGNED DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, AND SUMMIT COUNTY, ANY NON-EXCLUSIVE UTILITY EASEMENTS SHOWN ON THIS CONDOMINIUM PLAT FOR THE PURPOSE OF PROVIDING UTILITY SERVICE TO THE PROPERTY, AND THE INSTALLATION, USE, MAINTENANCE, AND EVENTUAL REPLACEMENT OF UTILITIES.

EXECUTED THIS ______ DAY OF ______________, 1994

COMSTOCK LODGE, L.C., A UTAH LIMITED LIABILITY COMPANY

____
HARRY F. REED, ITS GENERAL PARTNER

ACKNOWLEDGEMENT

STATE OF UTAH)
) S.S.
COUNTY OF SUMMIT)

ON THE ______ DAY OF ______________, A.D. ______, PERSONALLY APPEARED BEFORE ME ______________________ WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF COMSTOCK LODGE, L.C., A UTAH LIMITED LIABILITY COMPANY, AND THAT THE WITHIN AND FOREGOING OWNER'S DEDICATION AND CONSENT TO RECORD WAS SIGNED ON BEHALF OF SAID COMPANY, AND SAID ______________ DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME ON BEHALF OF THE COMPANY WITH PROPER AUTHORITY.

MY COMMISSION EXPIRES ______________
MY RESIDENCE IS

____
NOTARY PUBLIC

PLANNING COMMISSION APPROVAL

APPROVED THIS ______ DAY OF ______________, 1994 BY THE PARK CITY PLANNING COMMISSION

BY ______________________
CHAIRMAN, PLANNING COMMISSION

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL
THIS ______ DAY OF ______________, 1994

BY ______________________
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY THE PARK CITY COUNCIL THIS ______ DAY OF ______________, 1994

BY ______________________
PARK CITY RECORDER

ENGINEERS CERTIFICATE

I CERTIFY THIS CONDOMINIUM PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______________, 1994

BY ______________________
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ______ DAY OF ______________, 1994

BY ______________________
PARK CITY ATTORNEY

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______________________
DATE ________ TIME ________ BOOK ________ PAGE ____

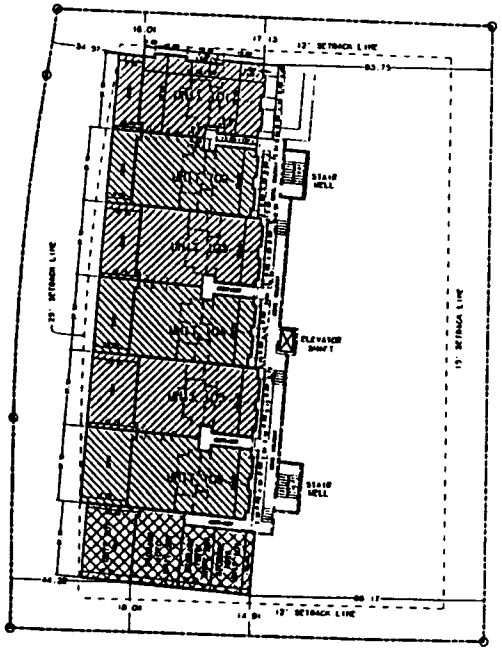
FEE — RECORDER

CITY ENGINEER	SURVEYOR	NOTARY PUBLIC	CLERK-RECORDER

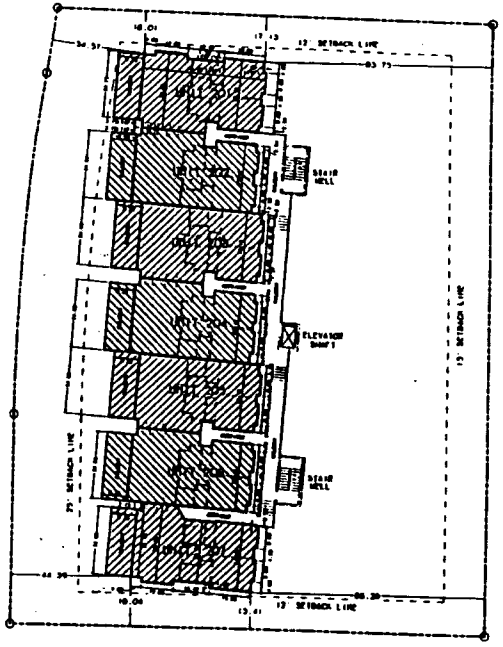
COMSTOCK LODGE CONDOMINIUMS

CLPLAT-1 — PARK CITY, SUMMIT COUNTY, STATE OF UTAH — SHEET 1 OF 2

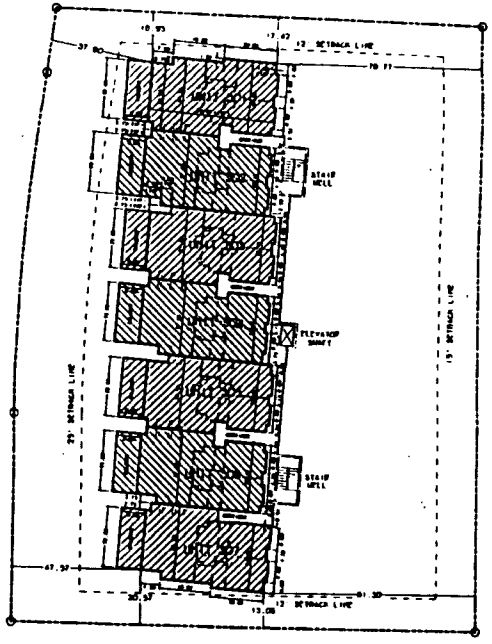
NOTE: SEE SHEET #1, PARKING LEVEL DRAWING FOR BOUNDARY INFORMATION.



FIRST LEVEL FLOOR PLAN



SECOND LEVEL FLOOR PLAN



THIRD LEVEL FLOOR PLAN

LEGEND

PRIVATE AREA

LIMITED COMMON AREA

NORTH

SCALE: 1" = 20'

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE ____

FEE _____ RECORDER _____

COMSTOCK LODGE CONDOMINIUMS

PARK CITY, SUMMIT COUNTY, STATE OF UTAH

SHEET 2 OF 2

Ordinance No. 94-48

AN ORDINANCE AMENDING THE EVERGREEN SUBDIVISION PLAT TO AMEND THE AREA OF DISTURBANCE AT 6120 SILVER LAKE DRIVE

WHEREAS, the owner of the property indicated above, petitioned the Planning Commission for approval of an amendment to the Belleterre Subdivision Plat recorded at Summit County on April 26, 1990, Entry No. 323586, Utah; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing on November 9, 1994 and the City Council on November 17, 1994 to receive input on the proposed amendment; and

WHEREAS, on November 9, 1994, the Planning Commission forwarded a positive recommendation of approval of the amendment to the subdivision plat to the City Council;

WHEREAS, it is in the best interest of Park City, Utah to approve the amendment to achieve a net reduction in the existing platted Area of Disturbance for Lot #9 in the Belleterre Subdivision;

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

SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned amendment and that neither the public nor any person will be materially injured by the proposed plat amendment.

SECTION 2. BELLETERRE SUBDIVISION PLAT AMENDMENT APPROVAL. The City Council hereby amends the Evergreen Subdivision Plat as illustrated on Exhibit A, with the following conditions:

1. The amended plat must be recorded prior to issuance of the final certificate of occupancy for the residence.

2. The required building permit fees and any applicable fines shall be paid prior to the issuance of the certificate of occupancy.

3. Prior to plat recordation, the City Engineer and City Attorney shall review and approve the plan as to form.

Ordinance No. 94-47

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS AT THAYNES CREEK RANCH SUBDIVISION PHASE 1A

WHEREAS, Thaynes Creek Ranch Subdivision Phase 1A was approved by the Park City Council on September 27, 1990; and

WHEREAS, construction of the public improvements has been accomplished by the developer, including the public street known as Thaynes Creek Drive; and

WHEREAS, Park City has adopted Ordinance No. 87-13 on October 22, 1987 which provides for the City Council to accept by ordinance [reference Land Management Code Section 15.3.1(g)] those public improvements which are dedicated and built in accordance with Ordinance No. 87-13; and

WHEREAS, the public improvements within Thaynes Creek Ranch Subdivision Phase 1A were installed in accordance with the ordinances in effect at the time of plat recordation and have been duly inspected by the City Engineer;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of Park City, Utah that:

SECTION 1. ACCEPTANCE OF PUBLIC IMPROVEMENTS. The City hereby accepts from the developer all public improvements at Thaynes Creek Ranch Subdivision Phase 1A which were intended for City ownership.

SECTION 2. SNOW REMOVAL. Park City shall not plow snow on the existing stub of Thaynes Creek Driver until it is extended.

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective upon adoption.

PASSED AND ADOPTED this 10th day of November, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott
Deputy City Recorder

Approved as to form:

Mark Harrington
Assistant City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Ordinance No. 94-46

AN ORDINANCE APPROVING A CONDOMINIUM PLAT FOR THE FLETCHER-KIMBALL TOWN LIFT MASTER PLANNED DEVELOPMENT BEING A PORTION OF BLOCK 7 PARK CITY SURVEY AND BLOCK 53 SNYDERS ADDITION 693 MAIN STREET and 682, 690 PARK AVE, PARK CITY, UTAH

WHEREAS, the owners of the property indicated above, the Park Avenue Associates, petitioned the Planning Commission for approval of a condominium plat for a Master Planned Development, known as Fletcher-Kimball Town Lift MPD, consisting of portions of Block 7 Park City Survey and Block 53 Snyders Addition, Park City, Utah and located at 693 Main Street and 682, 690 Park Avenue.

WHEREAS, proper notice was sent and the Planning Commission held a public hearing on October 26, 1994 and the City Council conducted a public hearing on November 10, 1994 to receive input on the proposed condominium plat; and

WHEREAS, on October 26, 1994 the Planning Commission forwarded a positive recommendation of approval to the City Council, with conditions regarding facade preservation easements, utility service and sidewalk maintenance; and

WHEREAS, it is in the best interest of Park City, Utah to approve the condominium plat; and

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

SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned condominium plat and that neither the public nor any person will be materially injured by the proposed plat.

SECTION 2. DETERMINATION OF FINDINGS FOR CONDITIONS OF APPROVAL.

1. Historic buildings in the core of Park City are valuable assets that contribute to the distinct character of the community. It is desirable to preserve the facades of historic buildings for future generations.

2. Dedication of facade preservation easements was a condition of approval for the Master Planned Development.

3. The Main Street sidewalk is located on private property and is not in the public right-of-way. The City is not responsible for maintenance of this sidewalk.

4. The Snyderville Sewer Improvement District is responsible for providing sewer service to the structures and will determine how servicing and billing of the condominiums will be handled.

SECTION 3. PLAT APPROVAL. The final condominium plat for the Fletcher-Kimball Town Lift MPD is approved as shown on the attached Exhibit A with the following conditions:

1. Prior to plat recordation, the City Engineer, City Attorney, and City Council shall review and approve the plat.

2. Prior to plat recordation, the grant of preservation facade easements for the two historic structures shall be signed, executed, and recorded.

3. A note shall be added to the plat indicating that the Main Street sidewalk is privately owned and shall be privately maintained.

4. Snyderville Sewer Improvement District shall approve sewer servicing and billing requirements.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 10th day of November, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

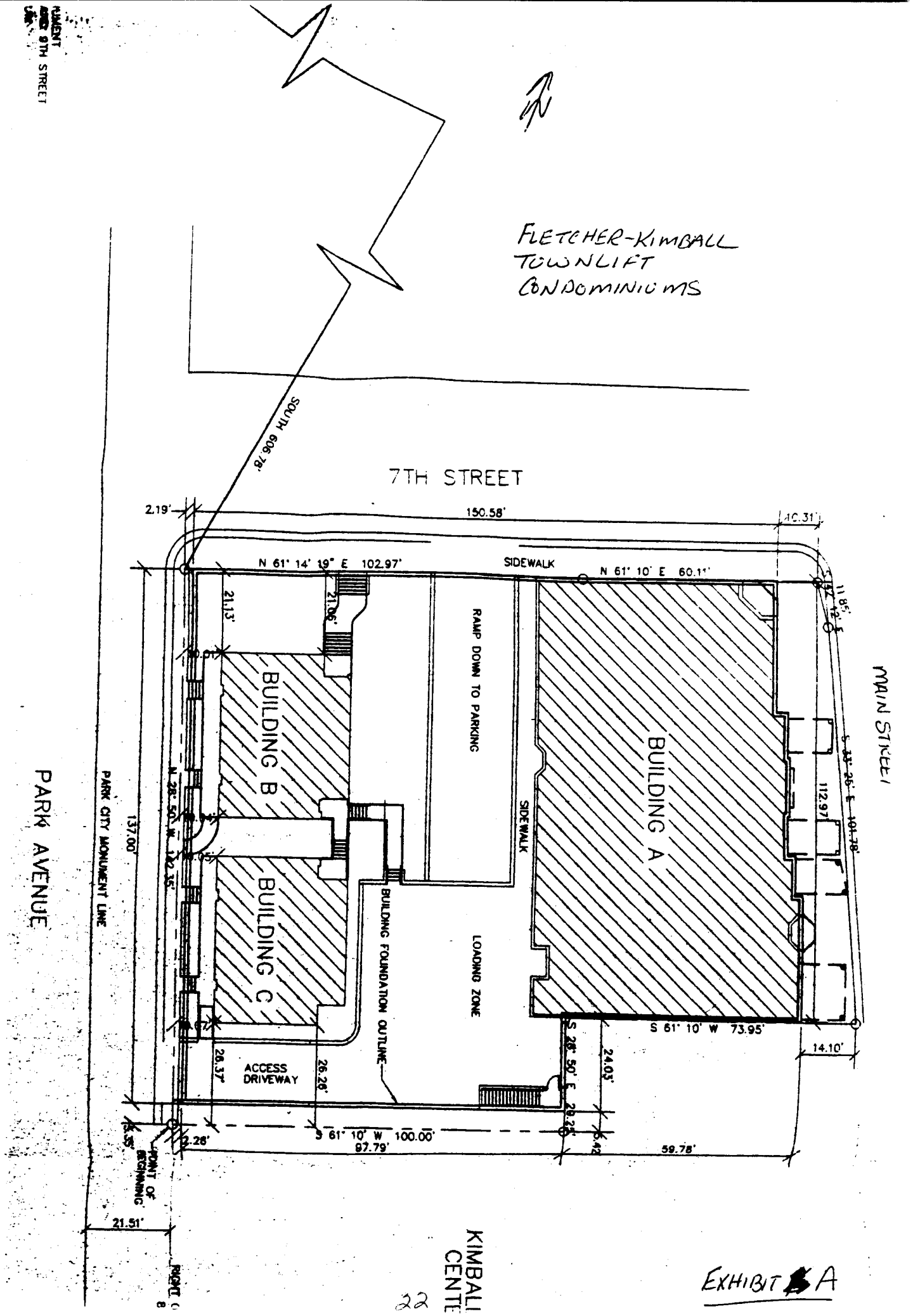
Attest:

Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884


FLETCHER-KIMBALL
TOWNLIFT
CONDOMINIUMS
7TH STREET
SOUTH 606.78'
2.19'
150.58'
10.31'
N 61° 14' 19" E 102.97'
SIDEWALK
N 61° 10' E 60.11'
11.85'
S 33° 26' E 101.78'
112.97'
MAIN STREET
21.13'
21.06'
RAMP DOWN TO PARKING
BUILDING A
BUILDING B
BUILDING C
SIDEWALK
BUILDING FOUNDATION OUTLINE
LOADING ZONE
PARK AVENUE
PARK CITY MONUMENT LINE
137.00'
N 28° 50' W 142.35'
S 61° 10' W 73.95'
14.10'
S 28° 50' E 29.25'
24.03'
26.37'
ACCESS DRIVEWAY
26.26'
S 61° 10' W 100.00'
97.79'
2.26'
5.42'
59.78'
5.35'
POINT OF BEGINNING
21.51'
KIMBALL CENTE
22
EXHIBIT A

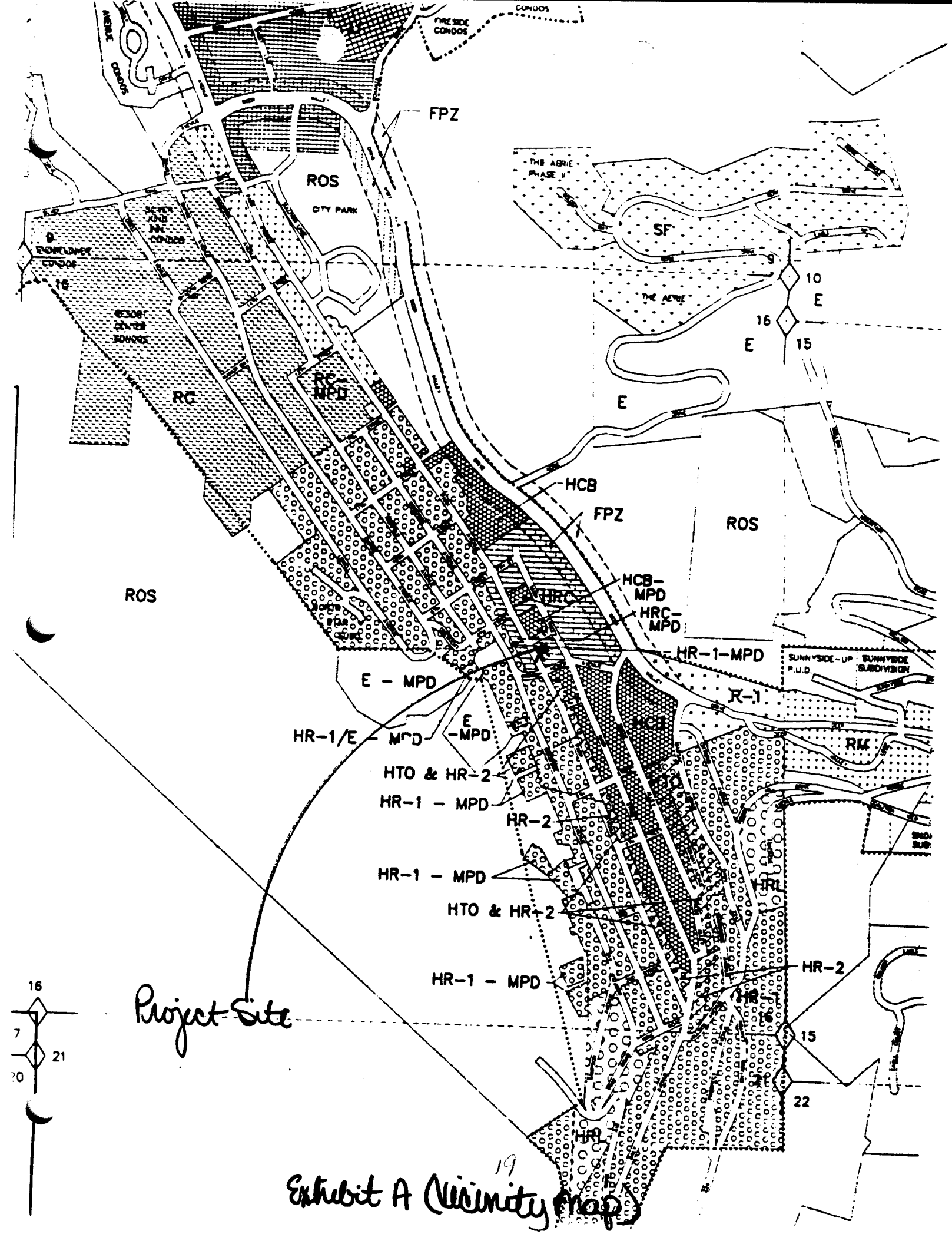


Exhibit A (Vicinity map)

WHEN RECORDED, MAIL TO:

City Recorder
Park City Municipal Corporation
P. O. Box 1480
Park City, Utah 84060

Fee Exempt per Utah Code Annotated 1953 21-7-2

00418717 Bk00849 Pg00039-00041
11-10-CP
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 NOV 07 12:34 PM FEE $.00 BY MLP
REQUEST: PARK CITY MUNICIPAL CORP
Sec. 3, T2S, R4E

ORDINANCE 94-45

AN ORDINANCE APPROVING A REZONE OF A TWO ACRE LOT IN PARK MEADOWS FROM RECREATIONAL OPEN SPACE TO SINGLE FAMILY

WHEREAS, the Planning Commission held a public hearing on the proposed rezone on August 17, 1994, and September 14th, 1994; and

WHEREAS, the Planning Commission forwarded a positive recommendation on the rezone to the City Council on September 14th, 1994; and

WHEREAS, the City Council held a public hearing on the rezone on September 29th, 1994; and

WHEREAS, the rezone is consistent with the Comprehensive Plan and in the best interests of the residents of Park City; and

WHEREAS, the rezone does not materially harm any person nor the public; and

WHEREAS, this parcel was always intended to be one single family dwelling lot as specified in the original Osguthorpe Purchase, Sale and Charitable Donation Agreement;

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

SECTION 1. REZONE. The section of the Official Zoning Map, attached hereto as "Attachment A", is hereby amended to include the parcels described as follows in the Single Family zone, thereby removing the parcels from the Recreational Open Space zone:

Beginning at a point South 36°38'51" East 222.83 feet from the west quarter corner of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 63°59'08" East 150.00 feet; thence North 63°59'08" East 80.00 feet; thence North 34°43'35" East 52.86 feet; thence North 88°59'08" East 200.00 feet; thence South 25°00'52" East 248.19 feet; thence South 49°59'08" West 206.86 feet; thence North 42°00'52" West 345.26 feet; thence South 63°59'08" West 157.17 feet; thence North 26°00'52" West 25.00 feet to the point of beginning.

AND

BEGINNING at a point South 84°40'36" East 371.42 feet from the west quarter corner of Section 3, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 34°43'35" East 61.60 feet to the southerly boundary of Park Meadows Subdivision No. 6A according to the official plat thereof on file and of record in the office of the Summit County Recorder, Summit County, Utah; thence along said boundary North 88°59'08" East 141.76 feet; thence South 25°00'52" East 54.73 feet; thence South 88°59'08" West 200.00 feet to the point of beginning.

SECTION 2. CONTINGENCY. The rezone contained in Section I herein is expressly contingent upon the applicant providing evidence to the Community Development Department of recordation of the deed restrictions governing the property.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon publication provided that the deed restrictions described in Section II herein are approved by the City Attorney and recorded with the Summit County Recorder within thirty (30) days of publication of this ordinance.

PASSED AND ADOPTED this 27th day of October, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, Deputy City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Approved as to Form:

Mark D. Harrington, Asst. City Attorney

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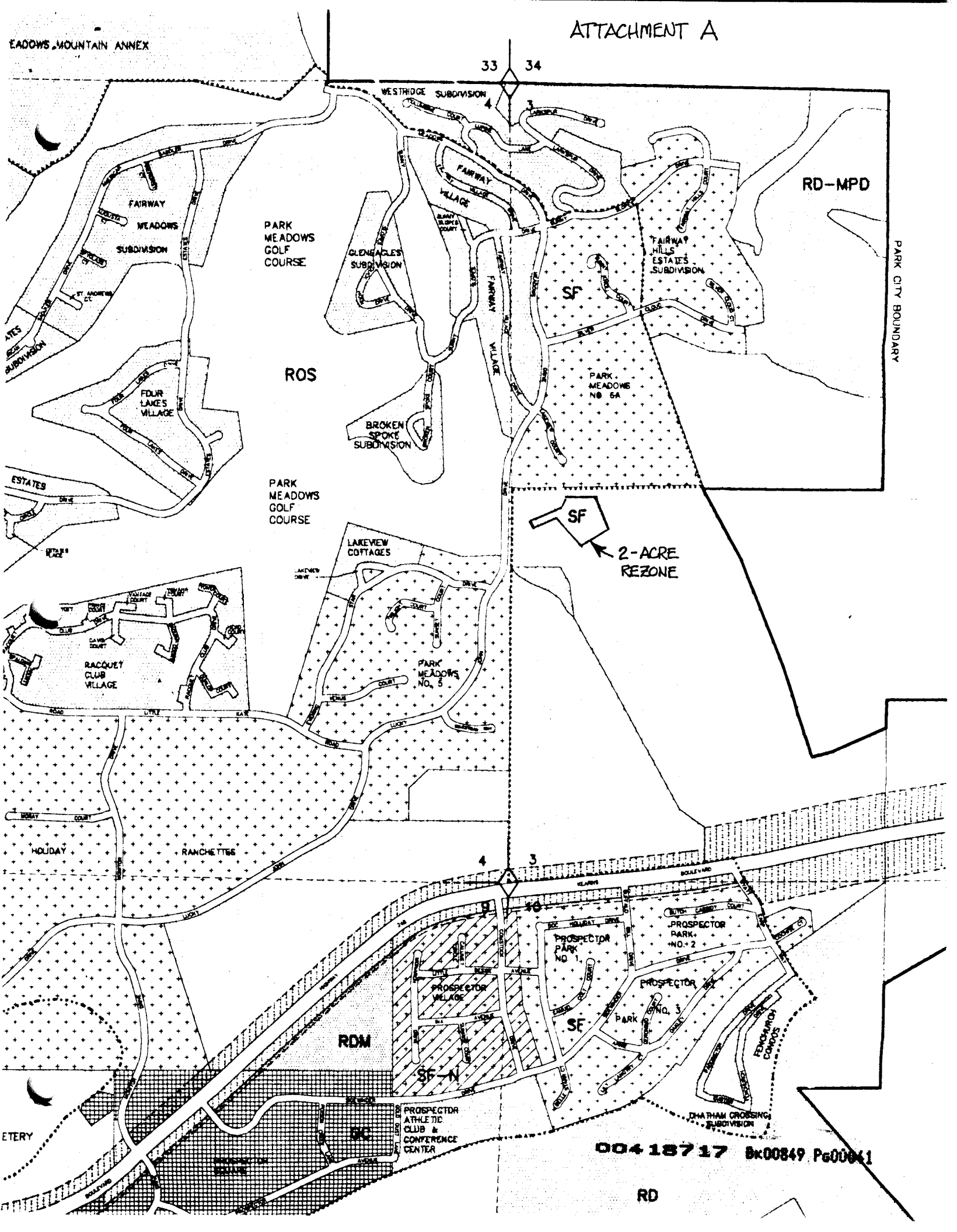


Ordinance 94-44

AN ORDINANCE RENEWING THE NON-EXCLUSIVE FRANCHISE OF TCI CABLEVISION OF UTAH, INC. AND REPEALING ORDINANCE 80-22, AS AMENDED.

WHEREAS, the City Council held public hearings on the proposed renewal Agreement on September 29, 1994, and October 27, 1994; and

WHEREAS, the City Council finds TCI to have reasonably sufficient financial, legal, and technical ability to provide cable televisions services to the community; and

WHEREAS, the City Council has found the franchise renewal to be in the best interest of the residents of Park City;

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

SECTION I. GRANT OF FRANCHISE. The Franchise Agreement attached hereto as "Attachment A" is hereby approved and adopted.

SECTION II. REPEALER. Ordinance 80-22, as amended, is hereby repealed in its entirety.

SECTION III. EFFECTIVE DATE. This ordinance shall become effective upon publication by the City recorder of a summary hereof, provided that TCI signs and returns "Attachment A" within thirty days.

PASSED AND ADOPTED this 27TH day of OCTOBER, 1994.

Park City Municipal Corporation

Bradley A. Olch, Mayor

Attestation by:

Anita L. Sheldon

Anita Sheldon, City Recorder

Approved as to Form:

Mark D. Harrington

Mark D. Harrington, Asst. City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Attachment A

FRANCHISE AGREEMENT

This Franchise Agreement (this "Franchise") is between **PARK CITY MUNICIPAL CORPORATION**, hereinafter referred to as "Franchising Authority" and **TCI CABLEVISION OF UTAH, INC.**, hereinafter referred to as "Grantee."

The Franchising Authority, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1
Definition of Terms

1.1 **Terms**. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. "Basic Cable" is the lowest priced tier of service that includes the retransmission of local broadcast television signals.

B. "Cable Act" collectively means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, as amended.

C. "FCC" means Federal Communications Commission, or successor governmental entity thereto.

D. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the System.

E. "Franchising Authority" means Park City Municipal Corporation or the lawful successor, transferee, or assignee thereof.

F. "Grantee" means TCI Cablevision of Utah, Inc., or the lawful successor, transferee, or assignee thereof.

G. "Gross Revenues" mean any revenue received by the Grantee from the operation of the System in the Service Area, provided, however, that such phrase shall not include any fees or taxes which are imposed directly or indirectly on any Subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency.

H. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

I. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the System. Public way" shall not include bike paths or trails not dedicated for utility services or compatible uses.

J. "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

K. "Subscriber" means a person or user of the System who lawfully receives communications and other services therefrom with the Grantee's express permission.

L. "System" shall have the meaning specified for "Cable Communications System" in the Cable Act. Unless otherwise specified it shall in this document refer to the cable communications system constructed and operated in the Service Area under this Ordinance.

SECTION 2
Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the System. Because the communications industry and the regulatory environment in which it operates are rapidly changing, and because increasing competitive pressures are playing a role in the future of the industry, nothing contained herein shall require the grantee to provide video, voice or data service(s) to the Franchising Authority on more preferential terms than any provider of competitive service(s), except as provided for in Section 3.10(B).

2.2 Term. The Franchise granted hereunder shall be for an initial term of 13 (thirteen) years commencing on the effective date of the Franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3
Standards of Service

3.1 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the System there occurs a disturbance of any Public Way by the Grantee, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and in a manner approved by the Director of Public Works.

3.3 Relocation at Request of the Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than five business days, the Grantee shall, at its own expense except as provided for by law or entitlement, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public

Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority. If public funds are available to any person using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify the Grantee of the availability and the Franchising Authority may make application for such funds on behalf of the Grantee.

3.4 **Relocation at Request of Third Party**. The Grantee shall, on the request of any person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than 10 business days advance written notice to arrange for such temporary wire changes.

3.5 **Trimming of Trees and Shrubbery**. After obtaining the prior written consent of the Franchising Authority's Community Forester, the Grantee shall have the authority to trim trees or other natural growth overhanging any of its System within public ways in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment. The Grantee shall reasonably compensate the Franchising Authority for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the System undertaken by the Grantee. Such replacement shall satisfy any and all obligations the Grantee may have to the Franchising Authority pursuant to the terms of this Section. Nothing herein shall give the Grantee the right to trim trees not within public ways without the permission of the Landowner or without the permission of the Franchising Authority upon showing of public need.

3.6 **Safety Requirements**. Construction, installation, and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with applicable FCC or other federal, state, and local regulations and the National Electric Safety Code. The System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.7 **Aerial and Underground Construction**. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid. All other codes and ordinances of the Franchising Authority that pertain to such construction shall be complied with.

A. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the City Engineer to determine whether the construction will be aerial or underground, and wherever possible depending on the season and the location construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, underground. If the reason for not putting the facilities underground is seasonal, subject to Franchising Authority waiver as weather and other conditions may require the Grantee shall make reasonable best efforts to move such facilities underground as weather permits, but not later than June 30 of the next summer.

B. For the purposes of this agreement, with the exception of service drops, facilities to be placed "underground" shall be at least eighteen (18) inches below the surface area.

C. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment.

D. Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Franchise, the Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

E. Grantee shall have no more than 7 (seven) working days, excluding weekends, to bury a customer drop if it should have to be placed temporarily above ground for any reason. Should the Franchising Authority feel that the Grantee is not in compliance with this section 3.7(E), after giving the Grantee 5 days written notice to bury the drop(s) or explain the reason for non-compliance, the Franchise Authority may impose a fine not to exceed $75 per day for the first 5 days and $150 each day thereafter, until such time that the Grantee has buried the drop(s). The Franchise Authority recognizes that there are seasonal limitations to the Grantee's ability to comply with this section during the winter months, therefore:

(1) This requirement is waived during any period in which the Grantee is unable to comply due to frozen ground or other weather conditions.

(2) The Grantee shall provide the City, no later than March 31 of each year, with a count of the number of drops which were temporarily laid above ground from the preceding winter and which are still unburied, along with a schedule to bury such drops no later than June 30 of that year.

3.8 Required Extensions of Service.

A. Whenever the Grantee shall receive a request for service from at least eleven (11) residences within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its System to such Subscribers at no cost to said Subscribers for System extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the System, or as provided for under Section 3.9 of this Franchise.

B. In case of new construction or property development where utilities are to be placed underground, the Franchising Authority shall require the developer or property owner to give the Grantee reasonable notice of not less than 30 days prior to such construction or development, of the particular date on which open trenching will be available for the Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at the Grantee's expense. The Grantee shall also provide specifications as needed for trenching. The developer or property owner may close the requisite trenches when (1) the Grantee has place the necessary conduit, or (2) seven days after the property owner or developer has given a second notice that the requisite trench has been opened, or (3) the Grantee has waived its right to place its facilities under this provision, whichever comes sooner. Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner. Where trenching is provided by the developer or property owner, the extension standards in section 3.8(A) will be reduced to nine (9) residences requesting service within one-quarter mile.

C. No later than December 31 of each year, the Grantee shall provide to the Franchising Authority a list or map of areas within the Service Area which are tentatively scheduled for construction/extension of the system for the following calendar year .

3.9 Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable

drop underground, existence of more than 150 feet of distance from distribution cable to connection of service to Subscribers, or a density of less than 11 residences per 1320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals 11 residences. Subscribers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

3.10 Service to Public Buildings.

A. The Grantee shall, upon request, provide without charge, one outlet of Basic and Expanded Basic Service to those Franchising Authority offices, fire station(s), police station(s), and public school building(s) that are passed by its System including but not limited to those listed in Exhibit "A". The outlets of Basic and Expanded Basic Service shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 150 cable feet. If additional outlets of Basic and Expanded Basic Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.

B. Should the Grantee become a provider of, and should the City elect to purchase data or other telecommunication services other than traditional Cable services from the Grantee, the City shall pay an amount based on the lowest competitor's price in the service area for like services, less a competitive differential.

(1) No provision contained herein shall require the Grantee to provide or prohibit the Grantee from providing telecommunication services to the City which will classify the Grantee as a common carrier or public utility, or otherwise subject it to regulatory authority

outside of that for the traditional Cable services currently provided by the Grantee in the service area. To this end:

(a) The Grantee retains the right to (i) refuse telecommunication service including but not limited to data, voice or other non-traditional Cable service to the City, or (ii) control, monitor and/or maintain any portion of the system including but not limited to the optical path and the optical/electronic interface required to provide such services.

(b) The City must fully disclose the type(s) of services it will transmit and receive on the Grantee's system.

(2) All applications of the system by the City under this section are intended solely for their use, and are not for resale or commercial use.

(3) Should the Grantee become a provider of such services to the City, the Grantee's liability for any malfunction or failure of transmission under this section shall be limited to repair of the malfunctioning facility and restoration of transmission capability. Grantee shall have no liability for special or consequential damages of lost data or economic loss resulting from the City/County's inability to transmit signals over said facilities except to the extent the loss or damages are the consequence of Grantee's willful misconduct."

3.11 Emergency Use. In the case of any emergency or disaster, the Grantee shall, upon request of the Franchising Authority, make available its facilities for the Franchising Authority to provide emergency information and instructions during the emergency or disaster period. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Grantee, its employees, officers, and assigns, harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

3.12 Customer Service Standards.

(1) System office hours and telephone availability.

(A) The Grantee will maintain a local, toll-free or collect call telephone access line which will be

available to Subscribers 24 hours a day, seven days a week.

(i) Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours, as defined herein.

(ii) After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

(B) Under Normal Operating Conditions, as defined herein, telephone answer time by a customer representative, including wait time, will not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed 30 seconds. These standards will be met no less than 90 percent of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis.

(C) The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints indicates a clear failure to comply with such standards.

(D) Under Normal Operating Conditions, the Subscriber will receive a busy signal less than 3 percent of the time.

(E) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

(2) Installations, outages and service calls. Under Normal Operating Conditions, each of the following five standards will be met no less than 95 percent of the time, as measured by the Grantee on a quarterly basis:

(A) Standard installations will be performed within seven business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(B) Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions, as defined herein, promptly and in no event later than 24 hours

after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

(C) The Grantee will provide "appointment window" alternatives for installations, service calls, and other installation activities, which will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours.

(D) The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

(E) If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Grantee will make every best effort to contact the subscriber as soon as possible but no later than 2 hours before the "appointment window" begins. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

(3) Communications between Grantee and Subscribers.

(A) Notifications to Subscribers. For purposes of this subsection, all required notice to subscribers shall also be sent to the Franchising Authority:

(1) The Grantee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

(i) products and services offered;

(ii) prices and options for services and conditions of subscription to programming and other services;

(iii) installation and service maintenance policies;

(iv) instructions on how to use the service;

(v) channel positions of programming carried on the System; and

(vi) billing and complaint procedures, including the address and telephone number of the local Franchising Authority's cable office.

(2) Subscribers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the System and in writing. Notice will be given to Subscribers a minimum of 30 days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers 30 days in advance of any significant changes in the other information required by the preceding paragraph.

(B) Billing:

(i) Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(ii) In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within 30 days from receipt of the complaint.

(C) Refund checks will be issued promptly upon request, but no later than the return of all subscriber equipment provided by the Grantee, and either the Subscriber's next billing cycle following resolution of the request or 30 days, whichever is later.

(D) Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

(4) Definitions: For purposes of this Section, the following definitions shall apply:

(A) Normal Business Hours - The term "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" shall include some evening hours at least one night per week and/or some weekend hours. The Grantee will notify its Subscribers and the Franchising Authority of its Normal Business Hours.

(B) Normal Operating Conditions - The term "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural

disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

(C) Service Interruption - The term "service interruption" means the loss of picture or sound on one or more channels.

3.13 System Capability

A. No later than seven (7) years after the effective date of this Agreement the Grantee will start a fiber-optic and coaxial rebuild/upgrade of the system so that the system in the Service Area is capable of delivering a minimum of sixty (60) channels according to the following schedule:

(1) No later than six months after the required start date of the rebuild/upgrade the Grantee will complete all necessary engineering plans.

(2) No later than nine (9) years after the effective date of this Franchise Agreement, the grantee will have completed the necessary technical upgrade and rebuild to provide a fiber-optic and coaxial cable system capable of delivering a minimum of sixty (60) channels to the Service Area.

B. The rebuild/upgrade will be designed to the most current specifications which the Grantee has deployed in systems of similar size and characteristics provided that the Grantee shall not be required to provide technology or service which is deemed to be experimental by industry standards. At a minimum, the fiber-optic rebuild/upgrades will provide:

(1) Fiber Optic Backbone Transportation

(2) Widely deployed fiber-optic conductors

(3) Fully activated return capability

C. Subject to the other terms and conditions of this agreement and State and Federal law, the Grantee may incorporate technological developments into the system at any time. In addition, after the sixth anniversary of the effective date of this agreement and then again after the tenth anniversary of the effective date of this agreement, the City and Grantee shall

discuss technological developments and their incorporation into the system in the service area. Nothing contained herein shall require the Grantee to incorporate such additions if such additions are not economically or technically feasible or if incorporation of such additions will adversely affect the operation, financial condition, or market development of the System. The Grantee shall not unreasonably withhold incorporating such additions into the system.

3.14 **Educational and Governmental Access**. At such time that the cable system is capable of delivering 60 channels as provided for in Section 3.13, upon request by the Franchising Authority, Grantee shall make available one channel to be used for educational and governmental cablecast programming. When first-run programming on the access channel occupies fifty percent (50%) of the hours between 11 a.m. and 11 p.m., for any twelve (12) consecutive weeks, the Franchising Authority may request the use of an additional channel for the same purpose. The additional channel must maintain first run programming twenty-five percent of the hours between 11 am. and 11 p.m. for twelve consecutive weeks. If this level of programming is not maintained, the channel will return to the Grantee for its use. Grantee also reserves the right to program the designated education, and governmental channels during the hours not used by the Franchising Authority or other Governmental entities. The Franchising Authority shall agree to indemnify, save, and hold harmless Grantee from and against any liability resulting from use of the aforementioned educational and governmental channels by the Franchising Authority.

3.15 **Support of Access**. Grantee shall provide, for specific use toward educational and government access requirements of the Franchise Authority, a "Capital Contribution" paid annually during the term of the Franchise. The amount of the Capital Contribution payable by the Grantee to the Franchising Authority will be $.60 (sixty cents) per year per equivalent billing unit. For purposes of this section, subscribers to bulk rate service shall be calculated by dividing the annual bulk rate charge by the annual subscription rate for individual households corresponding to the level of service received by the bulk rate customer. The Franchise Authority agrees that all amounts paid by the Grantee as the Capital Contribution may be added to the price of cable services, prorated monthly, and collected from the Grantee's customers as "external costs," as such term is used in 47 C.F.R. 76.922 on the date of this agreement. In addition, all amounts paid as the Capital Contribution may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985. The Capital Contribution will be payable by Grantee to the City after (a) the approval of the City, if required, to the inclusion of the Capital Contribution on customers' bills including any required approval pursuant to 47.C.F.R. 76.933; (b) notice to Grantee's customers of the inclusion; and (c) the collection of the Capital Contribution by the Grantee from its customers. Each payment will be due to the

Franchise Authority from the Grantee 45 (forty-five) days after the end of each calendar year.

3.16 **Use of The Grantee's Equipment by the Franchising Authority.** Subject to any applicable state or federal regulations or tariffs, the Franchising Authority shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Grantee in any Public Way; provided that: (a) such use by the Franchising Authority does not interfere with a current or future use by the Grantee; (b) the Franchising Authority holds the Grantee harmless against and from all claims, demands, costs, or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits, including, but not limited to, reasonable attorneys' fees and costs; and (c) at the Grantee's sole discretion, the Franchising Authority may be required either to pay a reasonable rental fee or otherwise reasonably compensate the Grantee for the use of such poles, conduits, or equipment; provided, however, that the Grantee agrees that such compensation or charge shall not exceed those paid by it to public utilities pursuant to the applicable pole attachment agreement, or other authorization, relating to the Service Area.

SECTION 4
Regulation by the Franchising Authority

4.1 **Franchise Fee.**

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to three percent (3%) of Gross Revenues (as defined in Section 1.1 of this Franchise) received by the Grantee from the operation of the System on a quarterly basis. For the purpose of this Section, the quarterly period applicable under the Franchise for the computation of the franchise fee shall be calendar quarters, unless otherwise agreed to in writing by the Franchising Authority and the Grantee. The franchise fee payment shall be due and payable thirty (30) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report from a representative of the Grantee showing the basis for the computation . Revenue will be reported by service category.

B. If future Federal or State law permits the Grantee to provide services other than cable services over the cable system and the Grantee elects to provide such services in the Service Area, subject to Federal and State law, the Grantee shall pay a fee of the same percentage amount for such other services as other telecommunications providers of these services operating in the Service Area. The grantee, however, shall not be required to pay to the Franchising Authority a sum of fees and taxes on revenues

from a particular service which is unduly discriminatory when compared to those paid by providers of like services.

4.2 Rates and Charges.

A. The Franchising Authority may adopt the requisite ordinances to regulate rates for the provision of Basic Cable TV Service and equipment as defined, provided and permitted by the 1984 Communications, as amended by the Cable Television Consumer Protection and Competition Act of 1992 ("1992 Act"), or any successive legislation, together with implementing regulations promulgated by the FCC.

B. The Grantee shall file with the Franchising Authority on December 31 of each year a full schedule of all subscribers and user rates and all other charges including, but not limited to, pay TV, lease channel and discrete services, made in connection with the cable communications system.

(1) All rates shall be published on file with the Franchising Authority.

(2) The Grantee shall not discriminate in the assessment, levy, charge, imposition or collection of rates on the basis of age, race, creed, color, religion, national origin, sex or marital status.

C. Nothing in this Agreement shall be construed to prohibit the reduction or waiving of charges in conjunction with promotional campaigns for the purpose of attracting subscribers or users.

D. The Grantee shall notify the Franchising Authority of any changes in rates or services within the Service Area no later than 30 days prior to the implementation of such change(s).

4.3 Renewal of Franchise. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as, the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such a preliminary assessments shall be provided to the Grantee promptly so that the

Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term. Notwithstanding anything to the contrary set forth in this Section, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the System or by its actions lawfully effects a transfer of ownership of the System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, at the Grantee's request, which shall be made in its sole discretion, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its System to a qualified third party. The Franchising Authority further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Grantee's continued operation of its System during the six month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or System in order to secure indebtedness. Within 30 days of receiving the request for

transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within 120 days after receiving such request, consent by the Franchising Authority shall be deemed given.

SECTION 5
Compliance and Monitoring

5.1 **Testing for Compliance**. The Franchising Authority may perform technical tests of the System during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving the Grantee reasonable notice thereof, not to be less than two business days, and providing a representative of the Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially failed to comply with a material requirement hereof, the reasonable costs of such tests shall be borne by the Grantee. In the event that such testing demonstrates that the Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the Franchising Authority. The Franchising Authority agrees that such testing shall be undertaken no more than once a year without reasonable cause, including but not limited to customer complaints. The results thereof shall be made available to the Grantee.

5.2 **Books and Records**. The Grantee agrees that the Franchising Authority upon reasonable notice to the Grantee may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive Commercial General Liability Insurance in the amount of $1,000,000 combined single limit and $2,000,000 aggregate for bodily injury, and property damage . The Grantee shall provide a Certificate of Insurance designating the Franchising Authority as an additional insured. Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits no less than $500,000 combined single limit per accident for bodily injury and property damage. Such insurance shall be noncancellable except upon 30 days prior written notice to the Franchising Authority. The Franchising Authority hereby recognizes and accepts the Grantee as a self-insurer. Every five years and upon 60 days notice to the Grantee, the Franchise Authority may require that the limits of such insurance be increased to an amount not to exceed those required in the Franchise Authority's Standard Construction Contract.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within 10 days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 7
Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

7.2 Grantee's Right to Cure or Respond. The Grantee shall have 30 days from receipt of the notice described in Section 7.1 to respond to the Franchising Authority, contesting the assertion of noncompliance, and (a) to cure such default, or (b) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default

and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 **Public Hearing**. In the event that the Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2, or in the event that the alleged default is not remedied within 30 days or the date projected pursuant to 7.2(c) above, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the governing body of the Franchising Authority which is scheduled at a time which is no less than five business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

7.4 **Enforcement**. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(1) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response satisfactory from the Grantee, it may then seek termination of the Franchise at a public meeting. The Franchising Authority shall cause to be served upon the Grantee, at least 10 days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to request such termination.

(2) At the designated meeting, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine

whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court. Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the Franchising Authority.

(3) The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.5 Impossibility of Performance. The Grantee shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

7.6 BONDS AND SURETY

A. Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. Grantee and Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the subscribers in the form of increased rates for cable services. Initially, no bond or other surety will be required. In the event that one is required in the future, the Franchising Authority agrees to give Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement.

B. Notwithstanding the above provisions, Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

SECTION 8
Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Amendments. Notwithstanding the term of this Franchise, the parties mutually agree, at the request of either party, to engage in good faith negotiations at any time during the term of this

agreement but no more than annually, for the purpose of incorporating into this Agreement any new rights, terms or provisions which may be beneficial to either party as a result of a change in any law or regulation relating to cable television systems, even though such new rights, terms and provisions may modify, change or nullify the provisions of this Agreement.

(A) Any request to negotiate shall be made in writing and delivered personally or by mail to the other party at its then known address.

(B) Notwithstanding the foregoing, no amendment shall be acceptable or become a part of this franchise if the amendment substantially impairs the rights granted pursuant to this Franchise or if Federal law is deemed to pre-empt, preclude or supersede such amendment.

8.3 Equal Protection. In the event the Franchising Authority enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than the Grantee to enter into the Franchising Authority's streets and public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the Service Area, the material provisions thereof shall be comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law. The Franchising Authority shall not authorize or permit a System to operate within the Franchise area on terms or conditions more favorable or less burdensome to such operator than those applied to the Grantee pursuant to this Franchise. If the Franchising Authority authorizes or permits another System to operate within the Franchise area, it shall do so on condition that such System indemnify and hold harmless the Grantee for and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs including those of the Grantee, the Franchising Authority, and utilities, incident to inspections, make ready, and construction of an additional System in the Franchise area; and the Grantee shall be designated a third party beneficiary of such conditions as are incorporated into the authorization(s) granted to another System.

8.4 Theft of Service. In addition to those criminal and civil remedies provided by state and federal law, it shall be a misdemeanor for any person, firm, or corporation to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the System without the express consent of the Grantee. Further, without the express consent of the Grantee, it shall be a misdemeanor for any person to tamper with, remove, or injure any

property, equipment, or part of the System or any means of receiving services provided thereto.

8.5 **Notice**. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid.

The notices or responses to the Franchising Authority shall be addressed as follows:

City Attorney's Office
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

The notices or responses to the Grantee shall be addressed as follows:

TCI Cablevision of Utah, Inc.
P.O. 1755
Park City, Utah 84060
Att: General Manager

with a copy to:

TCI West, Inc.
Attention: Legal Department
P.O. Box 91220
Bellevue, Wa. 98009

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

8.6 **Descriptive Headings**. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.7 **Severability**. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

8.7 Applicable Law. The terms and conditions contained herein shall be interpreted according to the laws of the state of Utah, except where expressly preempted by federal law.

8.8 Venue. Any action initiated before a court of law shall be in a court of proper jurisdiction in Summit County, Utah, if possible, or the Federal District Court of Utah.

8.9 Effective Date. The effective date of this Franchise is November 3, 1994, pursuant to the provisions of applicable law. This franchise shall expire on November 3, 2007, unless extended by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on October 27, 1994.

Park City Municipal Corp.

Bradley Olch, Mayor

Attestation:

Anita Sheldon, City Clerk

Approved as to form:

Jodi Hoffman, City Attorney

Accepted this 9th day of November, 1994, subject to applicable federal, state and local law.

TCI CABLEVISION OF UTAH, INC.

By: _____

Title: DAVID M. REYNOLDS-EXEC. VP/COO

EXHIBIT "A"

Police Station - 445 Marsac - Level 1

Fire Station 1353 Park Avenue

Library - 1255 Park Avenue

Schools - All within Park City Limits

Municipal Offices

Main Offices - 445 Marsac - Level 2 (employee lounge)

Recreation - 1200 Little Kate Rd.

Public Works 10 Iron Horse Dr.

Golf Course - 1541 Thaynes Canyon Dr.

Parks Department - 1800 Three Kings Dr.

Water Department - 1800 Three Kings Dr.

Ordinance No. 94-43

AN ORDINANCE APPROVING AN AMENDMENT TO THE FINAL PLAT OF BOULDER CREEK PLANNED UNIT DEVELOPMENT TO VACATE A PRIVATE ACCESS EASEMENT KNOWN AS STONEBRIDGE COURT BOULDER CREEK PLAT, 1130 STONEBRIDGE CIRCLE PARK CITY, UTAH

WHEREAS, the owners of the property indicated above, petitioned the Planning Commission for approval of an amendment to the Boulder Creek Plat, recorded on May 25, 1993, Entry No. 379815, at Summit County, Utah; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing on October 12, 1994 and the City Council conducted a public hearing on October 27, 1994 to receive input on the proposed amendment; and

WHEREAS, on October 12, 1994 the Planning Commission forwarded a positive recommendation of approval of the plat amendment to the City Council with conditions of approval regarding existing utility easements and landscaping, as well as all conditions required of the original Boulder Creek PUD final plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the final plat;

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

SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned amendment and that neither the public nor any person will be materially injured by the proposed plat amendment.

SECTION 2. DETERMINATION OF FINDINGS FOR CONDITIONS OF APPROVAL.

1. All existing utility easements are necessary for the provision of utilities and services to existing and future dwellings in the Boulder Creek PUD.

2. Vacation of the access easement will orient access to the garages of Units 1-8 from the existing private street, known as Stonebridge Circle.

3. The applicant agrees to revise the landscape plan to enhance the screening value of existing vegetation, by providing additional plantings, consisting of evergreen trees and other vegetation, along Deer Valley Drive and in front of the units.

4. Removal of the proposed paving from between the two rows of condominiums leaves a vacant area which the applicant desires to landscape.

5. The Snyderville Sewer Improvement District has an existing sewer line underlying the vacated access easement. The District will specify the type of vegetation that can be planted within the utility easement.

SECTION 3. PLAT AMENDMENT APPROVAL. The amendment of the Boulder Creek Final Plat is approved as shown on the attached Exhibit A with the following conditions:

1. All existing utility easements shall be maintained, including the sewer easement in the location of the vacated Stonebridge Court access easement. The utility easement underlying this access easement may not be vacated unless existing utility lines and services are relocated and specific approval from the utilities is granted.

2. The applicant agrees to revise the landscape plan to a) accommodate requirements of the Snyderville Sewer Improvement District, and b) provide additional screening along Deer Valley Drive to include additional trees, including evergreen trees for year around screening.

3. The Community Development Department staff shall review and approve the revised landscape plan prior to building permit issuance for Units 1-8, as outlined in the Land Management Code.

4. All Standard Conditions of Approval shall apply.

5. Prior to plat recordation, the City Council, City Attorney, and City Engineer shall have reviewed and approved the final plat. All other notes, easements, and dedications recorded on the Boulder Creek Plat, Entry No. 379815 are in full force and effect.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 27th day of October, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

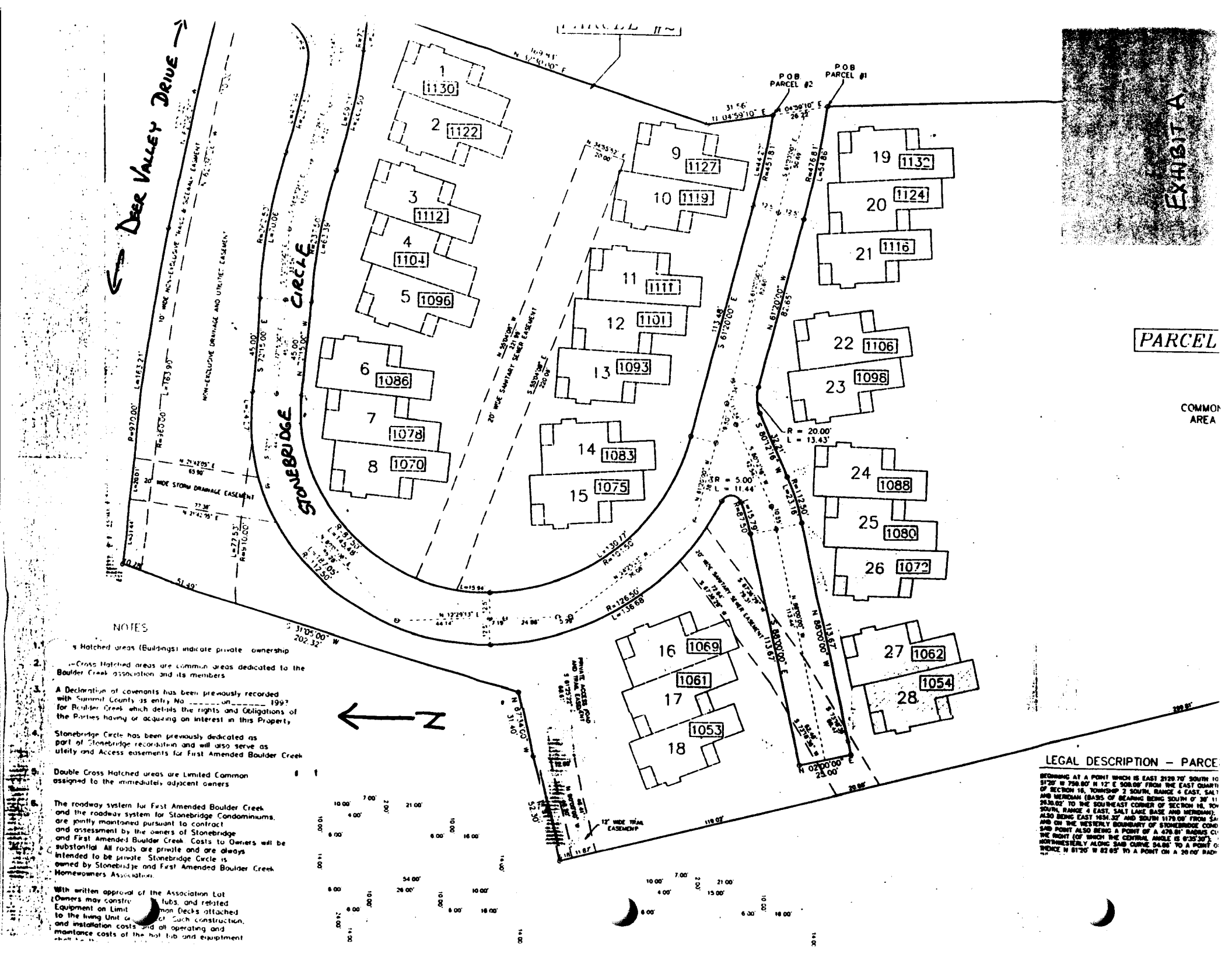
Attest:

Janet M. Scott, Deputy City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Approved as to form:

Mark D. Harrington, Assistant City Attorney



1. Hatched areas (Buildings) indicate private ownership

2. Cross Hatched areas are common areas dedicated to the Boulder Creek association and its members

3. A Declaration of covenants has been previously recorded with Summit County as entry No _____ on _____ 199? for Boulder Creek which details the rights and Obligations of the Parties having or acquiring an interest in this Property

4. Stonebridge Circle has been previously dedicated as part of Stonebridge recordation and will also serve as utility and Access easements for First Amended Boulder Creek

5. Double Cross Hatched areas are Limited Common assigned to the immediately adjacent owners

6. The roadway system for First Amended Boulder Creek and the roadway system for Stonebridge Condominiums, are jointly maintained pursuant to contract and assessment by the owners of Stonebridge and First Amended Boulder Creek Costs to Owners will be substantial All roads are private and are always intended to be private Stonebridge Circle is owned by Stonebridge and First Amended Boulder Creek Homeowners Association

7. With written approval of the Association Lot Owners may constr[illegible] tubs, and related Equipment on Limit[illegible]mon Decks attached to the living Unit a[illegible] of Such construction, and installation costs and all operating and maintance costs of the hot tub and equiptment

Ordinance No. 94-42

AN ORDINANCE AMENDING THE EVERGREEN SUBDIVISION PLAT TO AMEND THE LIMITS OF DISTURBANCE AT 6715 SILVER LAKE DRIVE

WHEREAS, the owner of the property indicated above, petitioned the Planning Commission for approval of an amendment to the Evergreen Subdivision Plat recorded at Summit County on May 17, 1988, Entry No. 290308, Utah; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing on September 28, 1994 and the City Council on October 13, 1994 to receive input on the proposed amendment; and

WHEREAS, on September 28, 1994, the Planning Commission forwarded a positive recommendation of approval of the amendment to the subdivision plat to the City Council;

WHEREAS, it is in the best interest of Park City, Utah to approve the amendment to preserve mature evergreens near the north and west boundaries of the designated "Area of Disturbance" indicated on the Evergreen Subdivision Plat;

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

SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned amendment and that neither the public nor any person will be materially injured by the proposed plat amendment.

SECTION 2. SUBDIVISION PLAT AMENDMENT APPROVAL. The City Council hereby amends the Evergreen Subdivision Plat with the condition that mature trees outside the foundation of the structure shall be protected and replaced at a ratio of five new trees for each tree removed or damaged. The size, species and location of replacement trees shall be approved by the Community Development Director.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 13th day of October, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

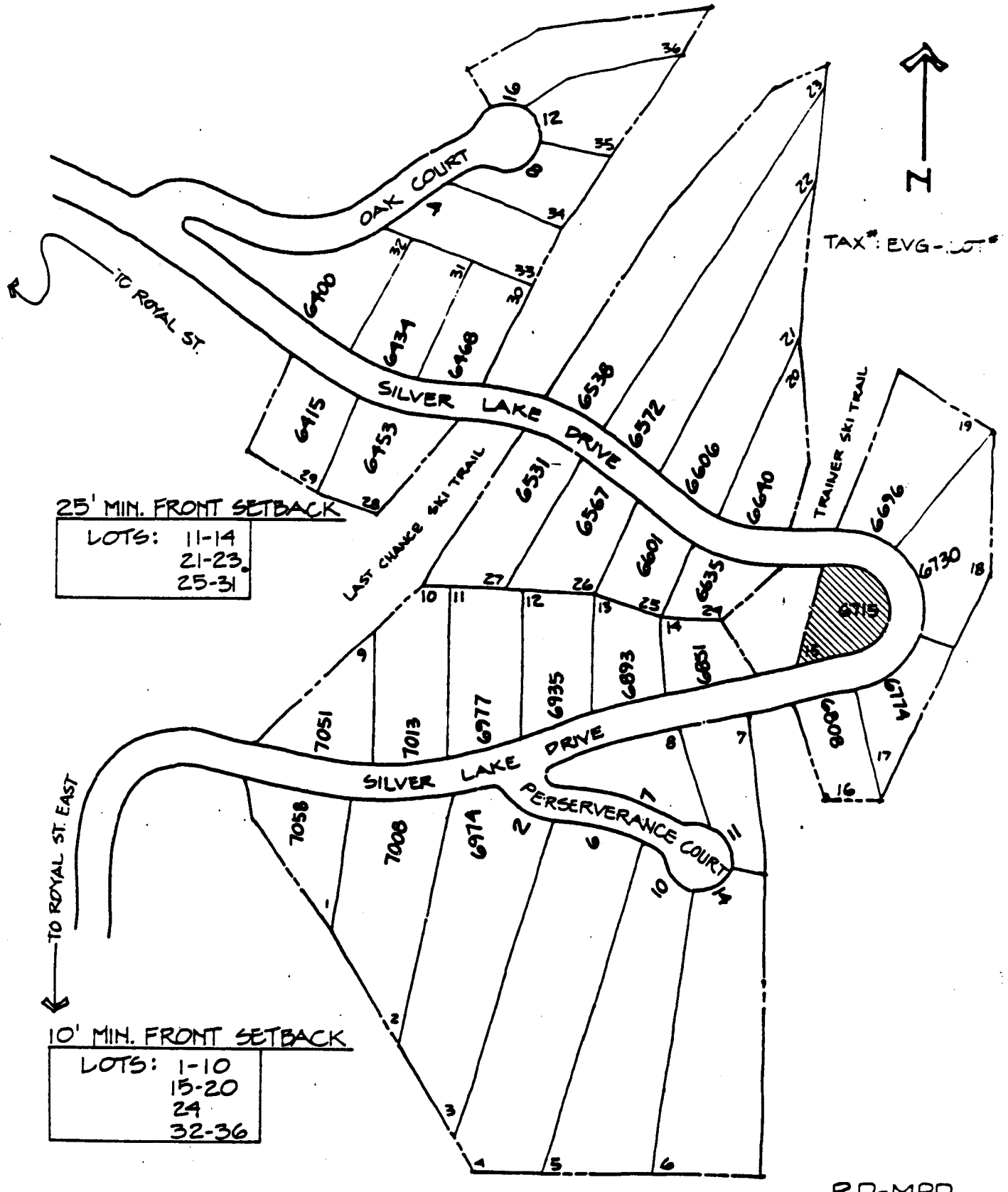
Attest:

Janet M. Scott Deputy City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

EVERGREEN SUBDIVISION

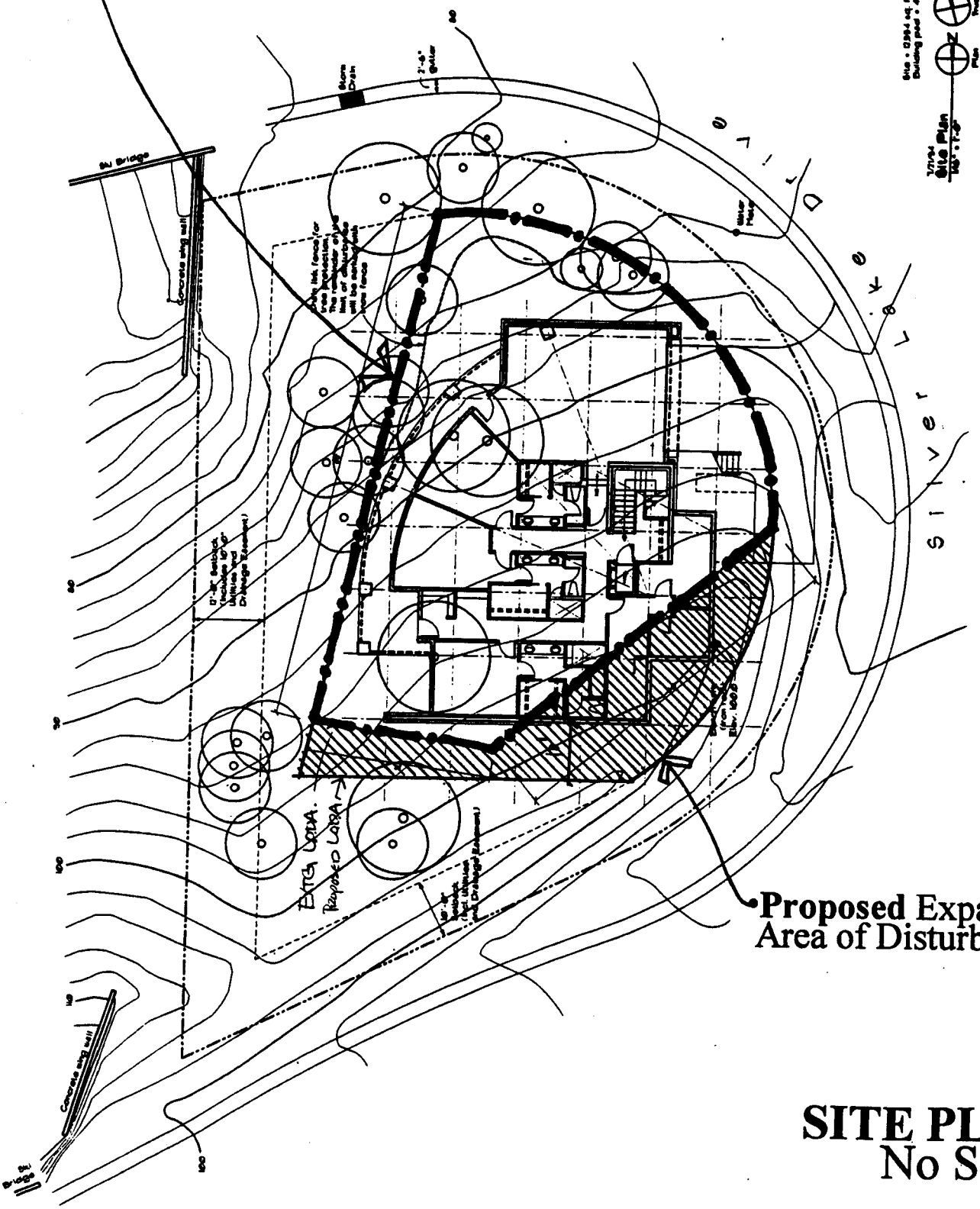


RD-MPD

1/93

SUBDIVISION MAP
EXHIBIT A

Existing Area of
Disturbance boundary



Proposed Expanded
Area of Disturbance

SITE PLAN
No Scale

EXHIBIT B

Ordinance No. 94-41

AN ORDINANCE APPROVING THE AMENDMENT TO THE AMENDED FINAL PLAT OF PROSPECTOR SQUARE ON LOTS 24B, 25A AND 25B LOCATED AT PARKING LOT F AT PROSPECTOR SQUARE, PARK CITY, UTAH

WHEREAS, the owners of the property indicated above, petitioned the Planning Commission for approval of an amendment to the Amended Prospector Square Plat, recorded on December 26, 1994, Entry No. 125443, at Summit County, Utah; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing on July 23, 1994 and the City Council on October 13, 1994 to receive input on the proposed amendment; and

WHEREAS, on July 23, 1994, the Planning Commission forwarded a positive recommendation of approval of the plat amendment to the City Council;

WHEREAS, it is in the best interest of Park City, Utah to approve the final plat;

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

SECTION 1. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned amendment and that neither the public nor any person will be materially injured by the proposed plat amendment.

SECTION 2. DETERMINATION OF FINDINGS FOR RAIL TRAIL CONNECTION. The public improvements for the project includes a pedestrian pathway that links Prospector Avenue to the Park City Rail Trail. This improvement is required based on the following findings:

1. The development of a 14, 625 square foot commercial building on this site will substantially increase vehicular and pedestrian traffic along Prospector Avenue and throughout the Prospector Square Office Park Development. The site is located adjacent to the Park City Rail Tail. Location of a pedestrian pathway that links the project site to the Rail Trail will provide accessible pedestrian connections to the multi-use trail. In providing access to the multi-use trail, pedestrian and vehicular traffic impacts will be reduced along Prospector Avenue.

2. The pedestrian pathway is consistent with the Park City Comprehensive Plan in that the Plan calls for the implementation of the Parks and Recreation Master Plan. The Parks and Recreation Master Plan requires that a comprehensive network of trails, landscaping and parks be created for the aesthetic and recreational opportunities that they will provide for residents and visitors to Park City. The pedestrian pathway on this project will help to fulfill the Parks and Recreation Master Plan.

3. The owner has agreed to the dedication of the easement for the purpose of construction of a pedestrian pathway that connects from the site to the Park City Rail Trail.

4. The owner has agreed to a maximum floor area ratio of 2.0 in accordance with prior agreements on building limitations as negotiated with the Prospector Square Property Owners Association. The floor area ratio has been limited in order to mitigate the potential parking problems that occur through higher density developments in the Prospector Square development area.

SECTION 3. PLAT AMENDMENT APPROVAL. The amendment of the final plat of Lots 24B, 25A and 25B at Prospector Square Parking Lot F, is approved as shown on the attached Exhibit A with the following conditions:

1. All standard project review requirements shall apply. The final landscape plan shall include landscaping along Prospector Avenue and along the eastern portion of the 1901 Building. The final landscape plan shall be approved by the Community Development Department staff prior to building permit issuance.

2. Prior to plat recordation, the City Council, City Attorney, and City Engineer shall have reviewed and approved the final plat. All other notes and dedications recorded on the Amended Prospector Square Plat, Entry No. 125443, are in full force and effect.

3. A pedestrian access easement and built pathway to the Rail Trail shall be provided on or adjacent to site. The location and design of the Rail Trail access shall be reviewed and approved by the Community Development Department staff prior to plat recordation.

4. The final building configuration shall fully satisfy the fire marshal's requirements for emergency vehicle access prior to building permit issuance.

5. A financial security in 125% of the amount to be approved by the City Engineer as sufficient to construct all public

utilities, sidewalks, parking lot paving, trails, bridges, landscaping, and utility relocations shall be in place prior to plat recordation or building permit issuance, whichever comes first. The form of the financial security shall have been approved by the City Attorney.

6. Because of potential parking problems, the building on the newly created lot shall not exceed a floor area ratio of 2.0. Structures shall be allowed to be constructed in phases so long as the parking and utilities are built in the first phase.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 13th day of October, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

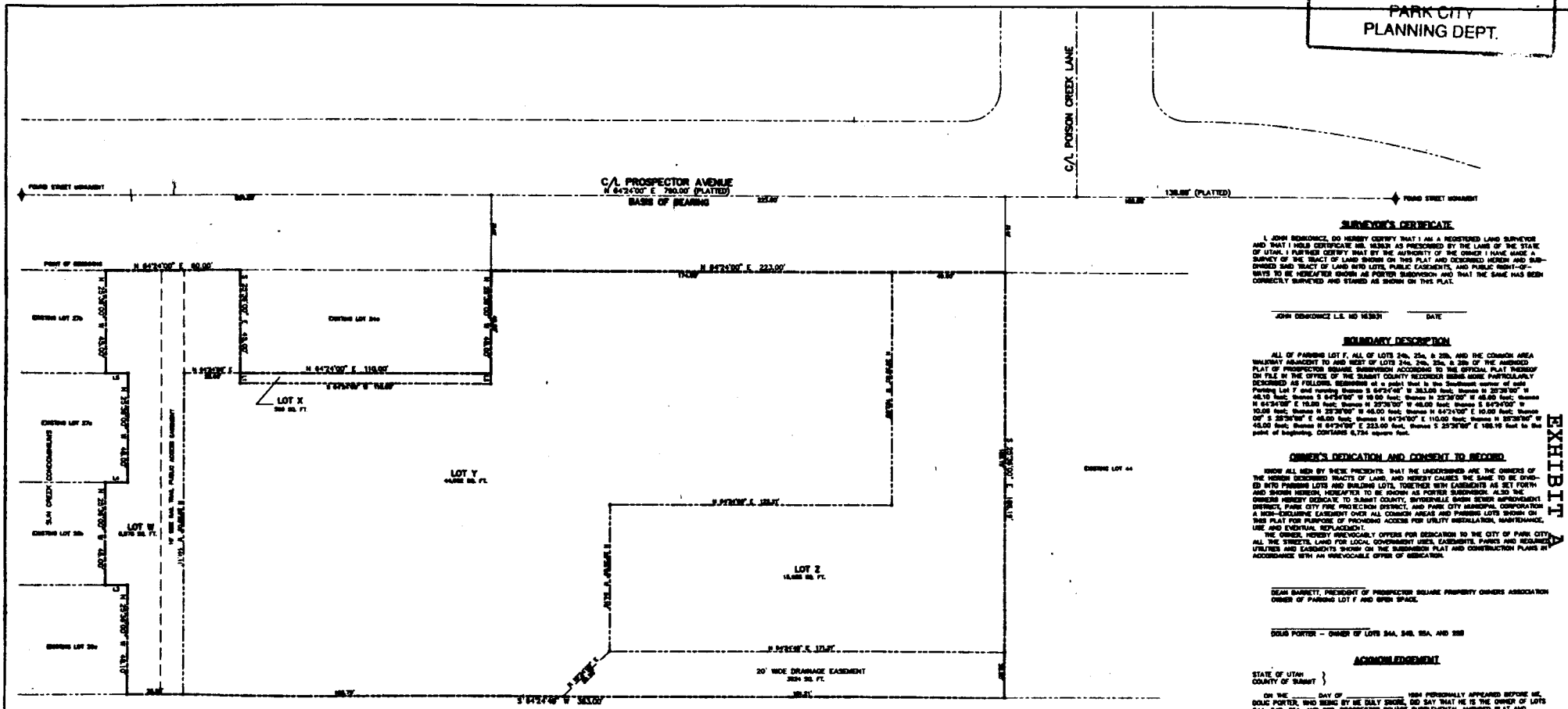
Attest:

Janet M. Scott Deputy City Recorder

Approved as to form:

Mark D. Harrington, Assistant City Attorney

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884



LINE TABLE

LINE	DIRECTION	DISTANCE
L1		
L2		
L3		
L4		
L5		
L6		
L7		
L8		
L9		
L10		

NOTES:

1. THIS AMENDED PLAT IS SUBJECT TO ALL NOTES ON THE AMENDED PLAT OF PROSPECTOR SQUARE OF RECORD AND ON FILE IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, DATED 12-28-74.
2. LOT X CAN ONLY BE DEVELOPED AS PART OF EXISTING LOT 24A.
3. IMPROVEMENTS OF ALL PUBLIC ACCESS EASEMENTS SHALL BE THE RESPONSIBILITY OF THE OWNER OF LOT Z.

PORTER SUBDIVSION

A RE-SUBDIVISION OF LOTS 24A, 24B, 25A, 25B, AND PARKING LOT "F" OF THE PROSPECTOR SQUARE AMENDED PLAT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JOB NO. 23-8-94 PRSQ\D\PRSQPLT

EXHIBIT A

SURVEYOR'S CERTIFICATE

I, JOHN DEMKOWICZ, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 163931 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNER I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREIN AND SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC EASEMENTS, AND PUBLIC RIGHT-OF-WAYS TO BE HEREAFTER KNOWN AS PORTER SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED AS SHOWN ON THIS PLAT.

JOHN DEMKOWICZ L.S. NO 163931 DATE

BOUNDARY DESCRIPTION

ALL OF PARKING LOT F, ALL OF LOTS 24a, 25a, & 25b, AND THE COMMON AREA WALKWAY ADJACENT TO AND WEST OF LOTS 24a, 24b, 25a, & 25b OF THE AMENDED PLAT OF PROSPECTOR SQUARE SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SUMMIT COUNTY RECORDER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING at a point that is the Southeast corner of said Parking Lot F and running thence S 64°24'00" W 383.00 feet; thence N 25°36'00" W 45.15 feet; thence S 64°24'00" W 10.00 feet; thence N 25°36'00" W 45.00 feet; thence N 64°24'00" E 10.00 feet; thence N 25°36'00" W 45.00 feet; thence S 64°24'00" W 10.00 feet; thence N 25°36'00" W 45.00 feet; thence N 64°24'00" E 10.00 feet; thence S 25°36'00" E 45.00 feet; thence N 64°24'00" E 110.00 feet; thence N 25°36'00" W 45.00 feet; thence N 64°24'00" E 223.00 feet; thence S 25°36'00" E 188.15 feet to the point of beginning. CONTAINS 0.734 square feet.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED ARE THE OWNERS OF THE HEREIN DESCRIBED TRACTS OF LAND, AND HEREBY CAUSES THE SAME TO BE DIVIDED INTO PARKING LOTS AND BUILDING LOTS, TOGETHER WITH EASEMENTS AS SET FORTH AND SHOWN HEREON, HEREAFTER TO BE KNOWN AS PORTER SUBDIVISION. ALSO THE OWNERS HEREBY DEDICATE TO SUMMIT COUNTY, SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, AND PARK CITY MUNICIPAL CORPORATION A NON-EXCLUSIVE EASEMENT OVER ALL COMMON AREAS AND PARKING LOTS SHOWN ON THIS PLAT FOR PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT.

THE OWNER, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF PARK CITY ALL THE STREETS, LAND FOR LOCAL GOVERNMENT USES, EASEMENTS, PARKS AND RECREATION UTILITIES AND EASEMENTS SHOWN ON THE SUBDIVISION PLAT AND CONSTRUCTION PLANS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION.

DEAN BARRETT, PRESIDENT OF PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION OWNER OF PARKING LOT F AND OPEN SPACE.

DOUG PORTER - OWNER OF LOTS 24A, 24B, 25A, AND 25B

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF SUMMIT }

ON THE ____ DAY OF _____, 1994 PERSONALLY APPEARED BEFORE ME, DOUG PORTER, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE OWNER OF LOTS 24A, 24B, 25A, AND 25B, PROSPECTOR SQUARE SUPPLEMENTAL AMENDED PLAT AND THAT THE WITHIN AND FOREGOING DEDICATION AND CONSENT OF RECORD WAS SIGNED ON BEHALF OF SAID INDIVIDUAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RESIDING AT _____

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF SUMMIT }

ON THE ____ DAY OF _____, 1994 PERSONALLY APPEARED BEFORE ME, DEAN BARRETT, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS PRESIDENT OF PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION, OWNERS OF PARKING LOT F AND OPEN SPACE, PROSPECTOR SQUARE SUPPLEMENTAL AMENDED PLAT, AND THAT THE WITHIN AND FOREGOING DEDICATION AND CONSENT TO RECORD WAS SIGNED ON BEHALF OF SAID ASSOCIATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RESIDING AT _____

ALLIANCE ENGINEERING INC.	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (801) 649-9467	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ____ DAY OF _____, 1994 A.D. BY _____ S.B.S.I.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 1994 A.D. BY _____ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 1994 A.D. BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF _____, 1994 A.D. BY _____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 1994 A.D. BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 1994 A.D. BY _____ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE _____ RECORDER

Ordinance No. 94-40

AN ORDINANCE AMENDING CHAPTER 4, SIGN CODE, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, it is desirable from time to time to amend the provisions of the Municipal Code of Park City, Utah to better define its intent; and

WHEREAS, it is appropriate to clarify provisions with regard to monument signs in the community; and

WHEREAS, public hearings were noticed and held before the Planning Commission on May 11 and May 25, 1994 and before the City Council on September 29, 1994 at their regularly scheduled meetings; and

WHEREAS, after soliciting public input, the City Council deems it in the best interest of the community to enact an amendment to the Code;

NOW THEREFORE, BE IT ORDAINED by the Mayor and the Park City Council that:

SECTION 1. AMENDMENT. Section 12-4-1(a)(1) is hereby amended as follows:

(a) Free standing signs.

(1) Height limit. Free-standing signs are limited to low profile signs which may not exceed a height of ten (10) feet. Exception: Free-standing monument signs with solid or enclosed bases may not exceed a height limit of five (5) feet.

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

PASSED AND ADOPTED this 13th day of October, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

Ordinance No. 94-39

AN ORDINANCE AMENDING CHAPTERS 1, 2, 3, 5, 7, 8, 9, 10, 13, AND 15 OF THE LAND MANAGEMENT CODE OF PARK CITY, UTAH

WHEREAS, it is desirable from time to time to amend the provisions of the Land Management Code to better define its intent; and

WHEREAS, it is appropriate to update the Land Management Code with regard to development regulations, and standards for lighting, trash enclosures, and the screening of mechanical equipment for commercial and industrial projects; and

WHEREAS, public hearings were noticed and held before the Planning Commission on May 11 and May 25, 1994 and before the City Council on September 29, 1994 at their regularly scheduled meetings, consistent with the provisions of the Code; and

WHEREAS, after soliciting public input, the City Council deems it in the best interest of the community to enact amendments to the Code;

NOW THEREFORE, BE IT ORDAINED by the Mayor and the Park City Council that:

SECTION 1. AMENDMENTS TO THE LAND MANAGEMENT CODE ADOPTED. The following sections of the Land Management Code are hereby adopted as amended:

1.13. CONDITIONAL USE REVIEW PROCESS:

(f) Department Action. Once an application is received, the staff will work diligently to review the application as quickly as time and workload allows. It is reasonable to expect that an application will appear before the Planning Commission with a recommendation within 90 days of receipt of the application, if the developer has been diligent in responding to requests for additional information required to process the application. The scale or complexity of a project or staff workload may necessitate a longer processing period. In such cases, the staff will notify the applicant when an application is filed as to the projected processing time frame. The Community Development Department and other appropriate City departments or officials shall review the project and propose a conditional use permit encompassing all conditions of development and approval. The permit shall incorporate the site plans and architectural plans for the project. The conditional use permit shall be subject to a public hearing

and shall be either approved, denied, or modified by the Planning Commission. ~~If the developer accepts the conditions imposed, the conditional use application shall be placed on the consent agenda of the Planning Commission for final approval.~~ After action by the Commission has become final, building permits are to be issued as provided in the Building Code and this Code.

~~If the Community Development Department and the developer are not able to agree on conditions of approval, the developer may go before the Planning Commission for review or may withdraw the application. The review shall appear on the agenda for the next regularly scheduled meeting that has available time. Priority shall be given to review in preparation of the agendas.~~

If the Community Development Department has not acted on an application or has not indicated to the developer what aspects of the plan are not acceptable as proposed within 45 working days after submission, the developer shall have the right of review by the Planning Commission. The developer may, at any time in the review process, request review of the conditions of approval by the Commission.

1.14. MASTER PLANNED DEVELOPMENT REVIEW PROCESS:

(d) The Master Planned Development shall be subject to a public hearing and shall be either approved, denied or modified by the Planning Commission.

CHAPTER 2. DEFINITIONS:

Setback. The distance between a building ~~and the street line or road right of way, or nearest property line thereto~~ and the closest ~~to~~ of the following: 1) property line; 2) platted street right-of-way; or 3) curb or edge of street.

Crawl space. An area with five feet or less of head room as measured from the base of the footings to the floor framing above with no exterior windows or doors. Crawl spaces shall not be included n calculating floor area below the ground level floor square footages.

CHAPTER 3. PLANNING COMMISSION:

(d) Ratification of Departmental Actions. The Planning Commission ~~shall review~~ has the authority to review all actions of the Community Development Department as consent calendar items unless a public hearing is otherwise required ~~on the approval of conditional use applications, including approval of Small Scale Master Planned Development applications under that review process. Conditional use approvals shall be placed on~~

~~the Planning Commission agenda under a section designated as the consent agenda, with such supporting material as the Department and the Commission Chairman determine is appropriate or necessary for the information of the Commission members~~. All items on the consent agenda shall be passed or denied by a single motion at the Commission meeting, unless a motion to remove a specific item is made. Motions to remove specific items from the consent agenda shall state the reasons for the removal, referring to specific planning issues or Code sections which the Commissioner making the motion does not think have been satisfactorily resolved or complied with. Motions to remove items from the consent agenda shall be passed by a vote of two-thirds of the Commission members present and voting on the issue. When an item is removed from the consent agenda, it shall be acted on at the same meeting at which the removal occurs, unless the developer requests the item to be tabled in order to prepare additional information to respond to the Commission's concerns. The following items may be placed on the consent agenda:

(1) conditional use permits;

~~(2) Small Scale Master Planned Development approvals;~~

(2~~3~~) plat approvals ~~for either of the above, or plat approvals for condominiums or other projects, and subdivisions~~;

(3~~4~~) requests for extensions of conditional use approvals, or ~~Small Scale~~ Master Planned Development approvals~~, or Large Scale Master Planned Development approvals~~;

(4~~5~~) other items of a perfunctory nature which the Chairman directs the Department to place on the consent agenda for action.

CHAPTER 5 - BOARD OF ADJUSTMENT

5.7. VARIANCE. Variances from the provisions of the Code may be granted by the Board whenever a strict or literal application of the provisions of this Code would create a hardship on the owner of the subject property that is unique to that property. Because of the historical development of Park City, which has resulted in a number of irregular lots, encroachments by public streets, and the access problems inherent in the area because of these misplaced streets and steep grades, the Board shall exercise broad discretion in acting on variances to assure the public and the owners of property on which variances are requested that substantial equity results from Board actions. Variances shall be granted ~~when the strict application of this Code would~~ only if all of the following conditions are found to exist:

~~(a) Deprive the owner of the property in question of the substantial property rights and privileges available to others owning similar property within the same zone, and~~

~~(b) The deprivation results from conditions on the property, including irregular lot size, lot shape, access, presence of easements or rights of way across the property including non-platted but existing public streets, or similar factors not of general application to other properties in the zone, and not from conditions created by the applicant, and~~

~~(c) The granting of the variance would not be detrimental to the public health and safety or contrary to the comprehensive plan for the City, and strict adherence to the letter of the Code will cause hardships, the imposition of which are not necessary in order to carry out the general purpose of the plan.~~

(a) literal enforcement of the zoning ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the zoning ordinance;

(b) there are special circumstances attached to the property that do not generally apply to other properties in the same district;

(c) granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same district;

(d) the variance will not substantially affect the general plan and will not be contrary to the public interest; and

(e) the spirit of the zoning ordinance is observed and substantial justice done.

SECTION 7.6. RESIDENTIAL DEVELOPMENT-MEDIUM DENSITY (RDM):

7.6.3. LOT AND SITE REGULATIONS.

(a) Density. The maximum density residential uses in the RDM zone shall be no greater than five units per acre. However, development proposals exceeding five units/acre with a maximum of eight units/acre may be obtained in conjunction with a Master Planned Development application. Subdivisions are encouraged to cluster development around common open space.

LAND USE TABLE. See Exhibit A.

CHAPTER 8. SUPPLEMENTARY REGULATIONS:

8.7. FENCES, WALLS, BERMS AND/OR HEDGES.

(a) Fences, walls, berms, and hedges higher than six feet may be erected or allowed within the buildable area, provided that any physical structure over six feet in height shall receive conditional use approval and a building permit. Fences, walls, and hedges shall not exceed four feet in height within any required front yard or side street side yard and shall not exceed six feet within any required rear yard or interior side yard. Where a fence, wall, or hedge occurs along a property line separating two lots and there is a difference in the grade of the properties, the fence, wall, or hedge may be erected or allowed to the maximum height permitted on either side of the property line.

(c) Berms may be constructed no higher than six feet subject to the following:

(1) Landscaping shall be incorporated into the design of the berm and shall extend its entire length.

(2) Berms shall be designed with sufficient undulation to provide visual relief and shall meander their entire length.

8.20. SPECIAL REVIEW PROCESS FOR PASSENGER TRAMWAYS IN HR-1, HRL, AND HCB ZONES.

(a) Conditional Use. The location and use of the liftway is a conditional use as indicated on the Land Use Table ~~in the HR-1, HRL, and HCB Zones~~. The location of base and terminal facilities for the passenger tramway shall be a conditional use in the HCB zone. (See land use table for passenger tramways in other zones).

9.5. ARCHITECTURAL DESIGN GUIDELINES:

(c) Prohibited Siding Materials. . . .

Aluminum siding is generally not considered an appropriate material. The Planning Commission may, however, consider requests for the use of aluminum siding. The design of the structure shall be consistent with the Park City Design Guidelines. The applicant will be required to bring a sample of the type and color of siding to be approved by the Planning Commission. When aluminum siding is approved by the Planning Commission, it shall have a minimum thickness of .019 inches and shall be backed or insulated with a minimum of 3/8 inch fiberboard or polystyrene foam.

Exemption: In Prospector Village, Park Meadows and Prospector Park Subdivisions, aluminum and vinyl siding may be permitted for new single family dwellings when such structures are

located in areas predominately developed with structures utilizing the same types of materials.

(e) Roofing materials. . . .

Brightly colored roofing such as bright red, blue, yellow, green or similar colors that are highly visible.

Exception: Green shall be allowed if it is determined that its hue, color, chroma and other attributes of color are similar to other earth tone colors currently approved in Park City. In no case shall the color be determined to be bright or highly reflective or towards the yellow tones of the color spectrum.

(i) Lighting. With the exception of Americans with Disabilities Act lighting requirements and street lighting, the following design standards shall apply when exterior lighting is proposed and/or required:

1. Shielding. Exterior lighting shall be shielded and directed downward so that the light source (the actual bulb) is not visible from beyond the property line on which the structure is located. Exterior lighting shall not project above the horizontal plane of the building.

2. Color. Warm lighting colors are required. The blue-white colors of florescent and mercury vapor lamps are prohibited. Lamps emitting a color temperature in excess of 5,000 degrees Kelvin are prohibited.

3. Parking Area Lighting. In parking lots, a minimum foot candle of 1.0 at the perimeter and between light sources, and a maximum of 5.0 foot candles under light fixtures are required. The height of light fixtures shall be in proportion to the building mass and no more than 14 feet high. When all businesses are closed, only a minimum of security lighting shall be maintained. Shielded spot lights may be used when highlighting trees, art work or other special landscape features. Lighting fixtures affixed to structures for the purposes of lighting parking areas shall be prohibited.

4. Advertising. The operation of search lights or similar sources for advertising, display or any other commercial purpose is prohibited.

(j) Trash Enclosures. In addition to County health standards, the following trash enclosure design standards shall apply. Exemption: These standards shall not apply to existing structures that have been built with zero setbacks or when

such enclosures would negatively impact access, circulation, or snow removal efforts.

1. Trash and storage areas shall be screened by landscaping, fencing, berms or other devices integral to overall site and building design.

2. Trash and storage enclosures shall be constructed of materials that are compatible with the proposed or existing building and with surrounding structures.

3. Trash and storage areas shall be well maintained including prompt repair and replacement of damaged gates, fences or plants.

4. Openings of trash enclosures shall be oriented away from public view or screened with sturdy gates wide enough to allow easy access for trash collection, where practical.

5. The consolidation of trash areas between businesses and the use of modern disposal techniques is encouraged.

(k) Mechanical Equipment. All electrical service equipment and subpanels and all mechanical equipment, including but not limited to, air conditioning, pool equipment, fans and vents, utility transformers (except those owned and maintained by public utility companies) and solar panels, shall be painted to match the surrounding wall color or painted or screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof and/or adjacent wall color and shall be screened or integrated into the design of the structure.

9.8. FACADE LENGTH AND VARIATIONS.

(d) The facade length and variation requirements apply to all sides of a building.

CHAPTER 10. MASTER PLANNED DEVELOPMENTS:

10.3. LAND USE INTENSITY ALLOWANCE. The density and type of development permitted on a given site will be finally determined as a result of impact and site plan analysis, the following table for absolute maximum densities in Master Planned Developments is provided:

GROSS DENSITY ALLOWED
(Total Site)

Zone	Maximum Allowable Density

Residential Development (RD)	Density up to 5 unit equivalents per acre
Residential Development, Medium Density (RDM)	Density ~~up to~~ not to exceed 8 unit equivalents per acre
Sensitive Area Overlay Zone	Density established by Sensitive Area Overlay Zone regulations
All other zones	Density established by Chapter 7

10.10. APPROVALS. Approvals of Master Planned Developments shall be granted in the following manner:

(a) Master Plan Approval. The approval for a Master Planned Development shall be given in a form that states the density allocated to the property as a number of units unless otherwise provided by conditions of approval. The ~~configuration and~~ mix of the units can be adjusted by the developer according to the table provided below. ~~Approval shall be given by the Community Development Department on small scale Master Planned Developments (as defined in Chapter 1.13., subject to ratification by the Planning Commission), and by the Planning Commission on large scale Master Planned Developments, as defined in Chapter 1.14.).~~

CHAPTER 13. OFF-STREET PARKING:

13.3. SPECIFIC REQUIREMENT FOR EACH LAND USE.

(a) Required off-street parking shall be provided for each land use as listed in this section. Multi-family structure uses are shown on the Multi-Family Parking Requirement Table. When applying the table, the parking requirements stated for each use, or combination of uses applies to each dwelling unit within the structure within the zone as shown. In some zones, the parking requirement may vary depending on the size of the project and its proximity to major destinations within the City, where experience has shown a greater or lesser demand for parking. Other specific uses, and the parking requirement that applies are shown below:

Accessory Apartments	One space (see Chapter 8.19)
Single family dwelling:	Two spaces
Duplex:	Two spaces per unit (4)
Triplex:	Two spaces per unit (6)

Multi-Family structures larger than triplex structures	See table
Dormitory:	One space per 200 square feet of area devoted to accommodations

(e) Bicycles. Additions to existing, and construction of new commercial, multi-family and industrial developments may be required to provide bicycle racks or bicycle parking facilities for the temporary storage of bicycles. Exemption: These standards shall not apply to existing structures that have been built with zero setbacks or when such facilities would negatively impact access, circulation, or snow removal efforts.

CHAPTER 15. SUBDIVISION REGULATIONS:

15.1.12 VACATION, ALTERATION OR AMENDMENT OF PLATS. The City Council may, on its own motion, or pursuant to a petition, consider at a public hearing any proposed vacation, alteration or amendment of a subdivision plat, or any street, lot, alley or public use area contained in a subdivision plat, as provided in Section 10-9-808 through 10-9-810 ~~57-5-6 through 57-5-8~~ of the Utah Code Annotated ~~(1953)~~ (1992) as amended. If a petition for vacation, alteration or amendment is filed, a public hearing shall be held within 45 days of the date of filing.

SECTION 15.2.4. FINAL SUBDIVISION PLAT:

~~(b) Notice of Public Hearing. Upon receipt of formal application and all accompanying material, the Planning Department shall schedule a public hearing for the next scheduled meeting of the Planning Commission for which adequate notice, in compliance with the noticing requirements contained in Section 1.15 of the Land Management Code, can be given.~~

(~~b~~c) ~~Public Hearing and Determination.~~ Planning Commission and City Council Review. After ~~the public hearing,~~ considering the final subdivision plat, the Planning Commission shall~~, within thirty (30) days after closing of the public hearing, approve, modify and approve, or disapprove~~ recommend approval or disapproval of the subdivision application ~~by resolution which shall~~ setting forth in detail any conditions to which the approval is subject, or the reasons for disapproval. In the final resolution, the City Council shall stipulate the period of time when the performance guarantee shall be filed or the required improvements installed, whichever is applicable. Provided, however, that no plats will be approved or released for recording until necessary guarantees have been established in accordance with the Land Management Code. In no event

shall the period of time stipulated by the City Council for completion of required improvements exceed two (2) years from the date of the final resolution. One copy of the final subdivision plat shall be returned to the subdivider with the date of approval, conditional approval, or disapproval noted thereon, and the reasons therefore accompanying the plat.

THE REMAINING SUBSECTIONS OF SECTION 15.2.4. SHALL BE RENUMBERED ACCORDINGLY.

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

PASSED AND ADOPTED this 13th day of October, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

LAND USE TABLE

USE DESCRIPTION	E	SF	SF-N	RD	RDM	RCO	R-1	HR-1	HR-2	RM	GC	HCB	HRC	RC	LI	ROS	HRL
Temporary sales office	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Commercial parking lot or garage	*	*	*	*	*	C[1]	*	*	*	*	A	A	A	A	C	*	*
Passenger tramway stations and base facilities (See Supplemental Regulations)	C	*	*	*	*	C[1]	*	*	*	*	C	C	C	C	*	~~A~~C	*
~~Ski tow-ropes, lifts and ski runs Liftway, no loading or unloading~~ (see Supplemental Regulations)	~~A~~C	*	*	*	*	C[1]	C	C	C	*	C	C	C	C	*	~~A~~C	C
Ski tow-ropes, lifts and ski runs (not open to the public)	C	*	*	*	*	*	*	*	*	*	*	*	*	*	*	C	*
Retail commercial establishments limited to the following and similar uses: antique store, art gallery, art supply store, bakery, book store, camera store, clothing store, candy store, tobacco and cigarette store, florist, food store, gift shop, liquor store, pharmacy, sporting goods store, and variety	*	*	*	*	*	C[1]	*	*	C[10]	*	A	A	A[7]	C[5]	*	*	*
Retail establishments limited to the following and similar uses: department store, furniture store, hardware store, job printing shop, and office supply store	*	*	*	*	*	C[1]	*	*	*	*	A	A	*	*	C	*	*

EXHIBIT A

Ordinance No. 94-38

AN ORDINANCE AMENDING THE PROSPECTOR VILLAGE PLAT BY APPROVING THE SUBDIVISION OF AN EXISTING DUPLEX LOCATED AT 2279 MONARCH DRIVE, PARK CITY, UTAH

WHEREAS, the owners of property known as 2279 Monarch Drive, Park City, Utah petitioned the Planning Commission for approval to subdivide this existing duplex by amending the Prospector Village Plat, #128887, recorded on October 14, 1975 in Summit County, Utah; and

WHEREAS, proper notice occurred and the Planning Commission held a public hearing to receive input on the proposed subdivision on September 14, 1994 and the City Council held a public hearing on September 29, 1994; and

WHEREAS, the Planning Commission and City Council approved the subdivision and a map of the amended plat attached hereto as Exhibit A on September 14 and September 29, 1994, respectively; and

WHEREAS, the City Council finds that neither the public nor any person will be materially injured by this proposed amendment and there is good cause for such amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the amended plat;

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

SECTION 1. APPROVAL OF AMENDED PLAT AND DETERMINATION OF FINDINGS. The subdivision of 2279 Monarch Drive is hereby approved by amending the plat, as shown on Exhibit A with the following conditions:

Prior to plat recordation, the applicant shall obtain City Building Department and City Attorney approval of a detailed disclosure or "party wall" agreement. Such an agreement shall contain language that restricts the future building pad footprints. Such language shall be reviewed and approved by the City Attorney

Prior to recordation, the plat shall be reviewed and approved by the City Engineer, City Attorney, and Snyderville Basin SID.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective immediately.

PASSED AND ADOPTED this 29th day of September, 1994.

PARK CITY MUNICIPAL CORPORATION

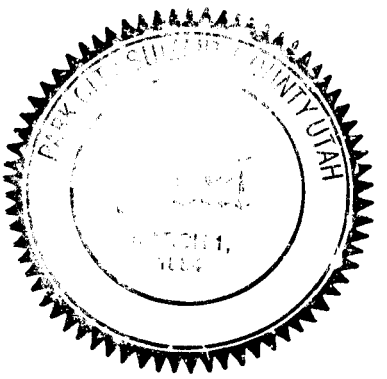
Mayor Bradley A. Olch

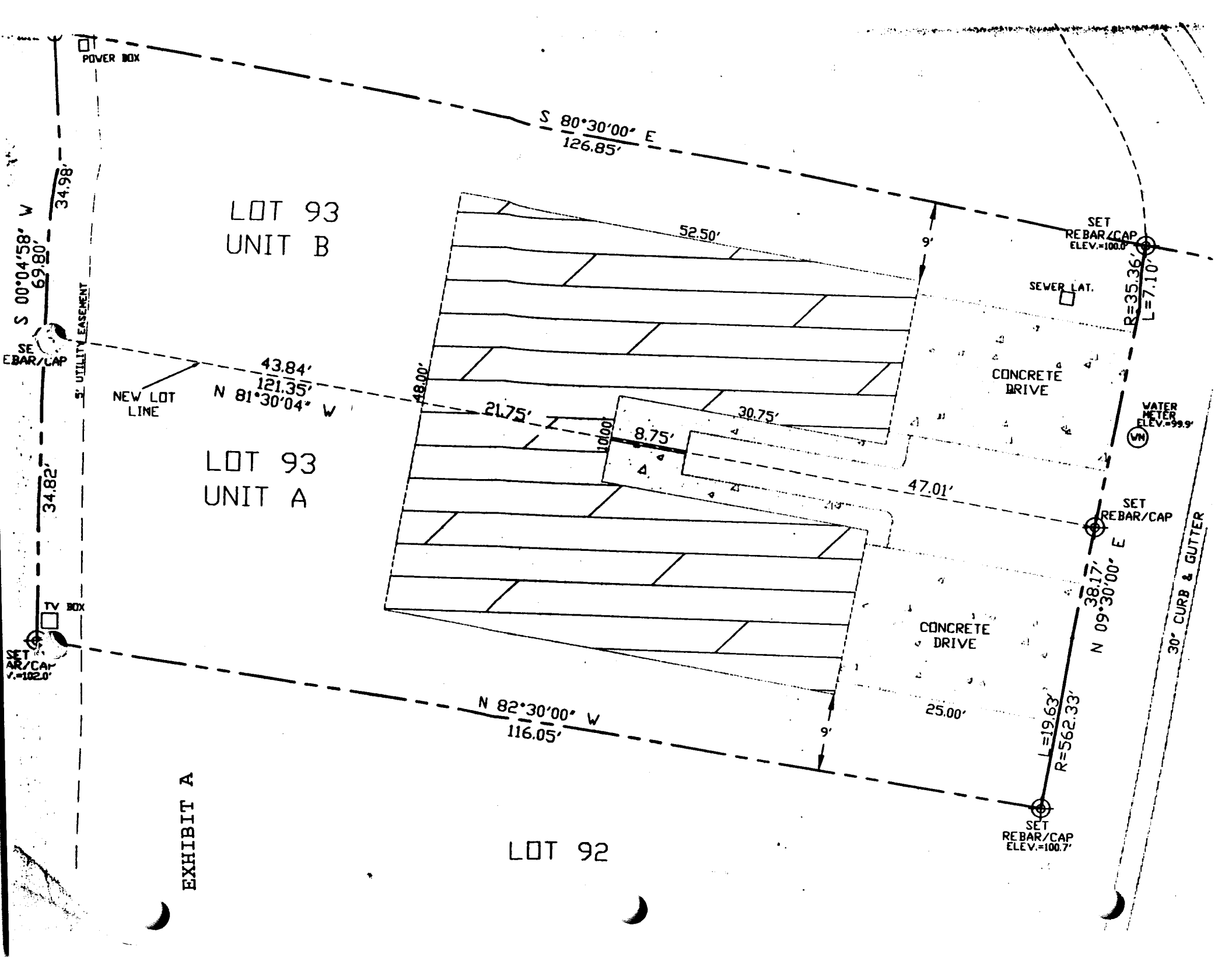
Attest:

Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark Harrington, Assistant City Attorney




POWER BOX
S 80°30'00" E
126.85'
LOT 93
UNIT B
34.98'
S 00°04'58" W
69.80'
SET
REBAR/CAP
5' UTILITY EASEMENT
43.84'
121.35'
N 81°30'04" W
NEW LOT
LINE
52.50'
9'
SET
REBAR/CAP
ELEV.=100.0'
SEWER LAT.
R=35.36'
L=7.10'
CONCRETE
DRIVE
WATER
METER
ELEV.=99.9'
48.00'
21.75'
10.00'
8.75'
30.75'
LOT 93
UNIT A
34.82'
47.01'
SET
REBAR/CAP
TV BOX
CONCRETE
DRIVE
N 09°30'00" E
38.17'
30' CURB & GUTTER
N 82°30'00" W
116.05'
25.00'
9'
L=19.63'
R=562.33'
SET
REBAR/CAP
ELEV.=100.7'
EXHIBIT A
LOT 92

Ordinance No. 94-37

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS AT MORNING STAR ESTATES SUBDIVISION

WHEREAS, Morning Star Estates Subdivision was approved by the Park City Council on July 2, 1992; and

WHEREAS, construction of the public improvements has been accomplished by the developer, including the public street known as Rising Star Lane; and

WHEREAS, Park City has adopted Ordinance 87-13 on October 22, 1987, which provides for the City Council to accept by ordinance [ref. LMC Sec. 15.3.1(g)] those public improvements which are dedicated and built in accordance with Ordinance 87-13; and

WHEREAS, the public improvements within Morning Star Estates were installed in accordance with the ordinances in effect at the time of plat recordation and have been duly inspected by the City Engineer;

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

SECTION 1. PUBLIC IMPROVEMENTS. The City hereby accepts from the developer all public improvements at Morning Star Estate which were intended for City ownership, subject to the developer's warranty of these improvements for one year following the adoption of this ordinance.

SECTION 2. SNOW PLOWING SERVICES. Snow plowing responsibilities still lie with the developer until such time as 50% of the lots are occupied.

SECTION 3. ACCESS ROAD. It is Park City's intent to keep the gates on the gravel access road at Morning Star Estates closed and locked, except for emergencies, unless the road is approved for access to Deer Valley from properties to the east of Park City if and when those properties are annexed to Park City, or if in the opinion of the Community Development Director it is advantageous to allow construction traffic on the gravel access road in order to prevent that traffic from using residential streets in the Oaks or Solamere.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective upon adoption.

PASSED AND ADOPTED this 15th day of September, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Ordinance No. 94-36

AN ORDINANCE APPROVING THE FINAL PLAT FOR DEER LAKE VILLAGE PLANNED UNIT DEVELOPMENT - PHASE 1 PARK CITY, UTAH

WHEREAS, the owners of the property known as Deer Lake Village Planned Unit Development - Phase 1, petitioned the Planning Commission for approval of the final plat; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on July 27, 1994; and

WHEREAS, on July 27, 1994, the Planning Commission approved the final plat attached hereto as Exhibit A; and

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

SECTION 1. FINAL PLAT APPROVED. The final plat for Deer Lake Village - Phase 1 is hereby approved and all dedications hereby accepted with the following conditions:

1. The design and construction of the road shall be approved by the City Engineer and Fire Marshal as part of Phase 2 and Phase 3 to assure adequate turn-around and access for emergency vehicles. Prior to occupancy of Phase 1, all Phase 1 cul-de-sac improvements illustrated on the phasing plan shall be completed.

2. Prior to building permit issuance and in conjunction with Phase 1, the applicant shall construct all required trail improvements and shall receive approval of an interim landscape plan from the Community Development Department that includes all landscaping for Phase 1 and partial landscape improvements for the area surrounding the lake. The interim landscape plan shall include a phasing program for sprinkler construction and provide for minimal seeding and/or grading of disturbed areas within Phase 2 should construction of Phase 2 not begin within one year of completion of Phase 1.

3. Lake capacity shall remain unaltered with no significant additions of soil from grading or fill.

4. A financial security shall be posted prior to plat recordation to cover the costs of public improvements and landscaping.

5. To the extent possible, the developer shall prevent construction traffic from passing through existing subdivisions.

6. Prior to plat recordation, the City Engineer shall review and approve appropriate grading, utilities, water and road construction plans.

7. The Snyderville Basin SID shall review and approve the sewer plan prior to final plat recordation.

8. Prior to building permit issuance, the applicant shall obtain planning staff approval for all building materials and final building design.

9. The berm on the north end of the parcel will be completed and landscaped in accordance with the approved landscape plan.

10. The City Attorney shall review and approve the CC and R's which shall ensure that a monthly maintenance fee is assessed and that the owner's portion of the lake is included within the common area to be maintained by the homeowner's maintenance company. The homeowners of Phase 1 shall be responsible for maintaining the entire lake and landscaping until subsequent phases are completed.

11. Prior to issuance of grading and excavation permits, the City Engineer shall review and approve all grading, drainage and utility plans.

12. The plat shall contain clear notations that:

    a) These are not public roads and full maintenance of the roads and the lake are the responsibility of the Homeowner's Association.

    b) No basements shall be allowed due to high groundwater and shallow sewer line connections.

13. All Park City Municipal Corporation Standard Project Review Requirements shall apply.

14. Trail locations shall be reviewed by the Community Development Department and those trails considered to be regional or neighborhood shall have a notation on the plat that public access shall be guaranteed.

15. Prior to plat recordation, the Staff shall have reviewed and approved a landscape plan which shall include details of the pedestrian/bike path along Queen Esther Drive and also provide for sufficient buffering between the projects which shall include landscaping and berming and shall also include consideration of the tot lot or equivalent recreational amenities.

16. A reconfiguration of the roof design shall be submitted and approved by the Planning and Building Staffs, which shall mitigate the snow release problems over the entry doors. Also, the staff shall approve an exterior design compatible with surrounding structures.

17. The building height of all structures shall conform to the 28-foot height limitation in the RD Zone.

18. A guarantee shall be provided for development of the lake around the entire periphery (except for the area on Queen Esther's property) including all landscaping and rip-rap. The guarantee shall also cover installation of all sidewalks and trails for the entire parcel. The amount of the guarantee shall be 125% of the estimated cost.

19. The path on the north side of the lake shall be connected with the existing trail stub on Queen Esther's property, subject to approval of the Queen Esther Homeowner's Association.

20. Staff shall review and approve materials for the pedestrian circulation system along Queen Esther Drive and within the project.

21. Prior to plat recordation, the City Engineer and City Attorney shall have reviewed and approved the Final Subdivision Plat and the Conditions, Covenants and Restrictions.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 1st day of September, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D. Gezelius

Ruth D. Gezelius, Mayor Pro Tem

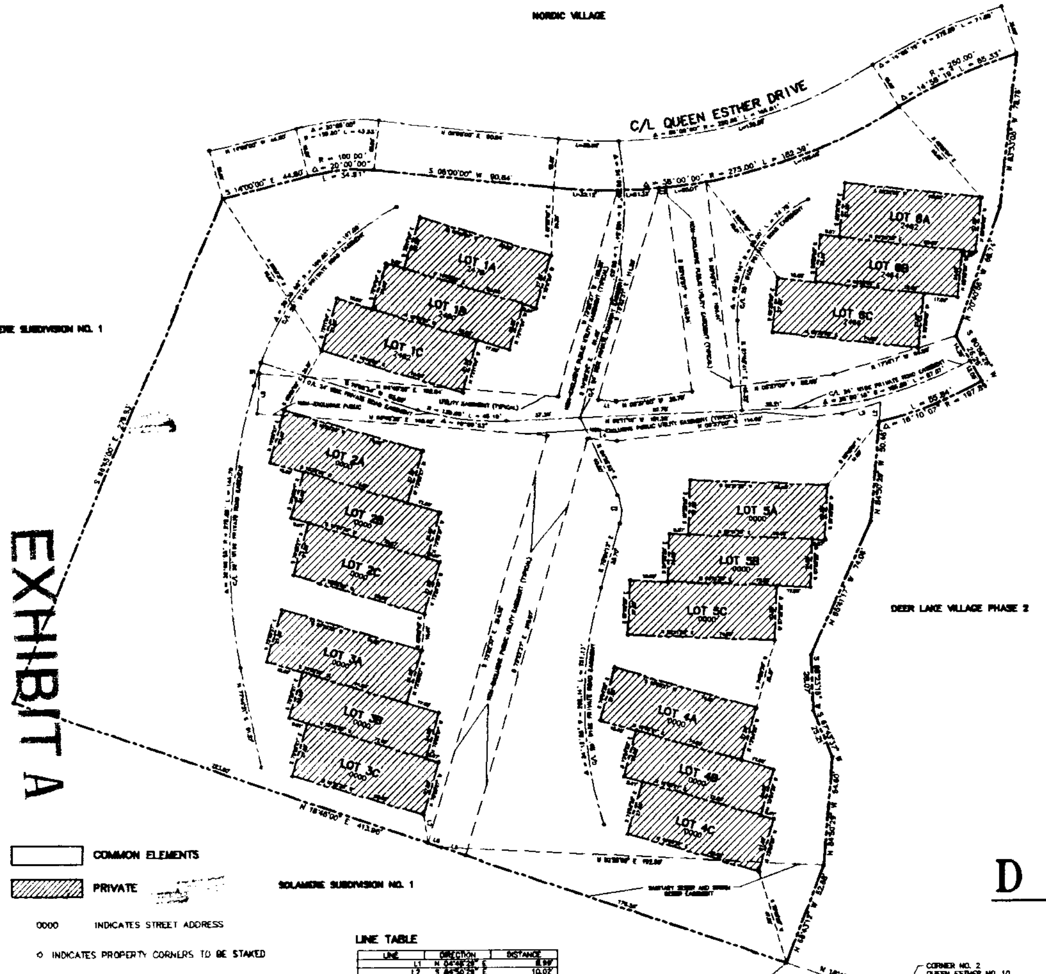
Attest:

Anita L. Sheldon

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney



COMMON ELEMENTS

PRIVATE

0000 INDICATES STREET ADDRESS

o INDICATES PROPERTY CORNERS TO BE STAKED

30 0 30 60 FEET

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 04°46'29" E	8.99'
L2	S 84°50'29" E	10.02'
L3	N 17°16'17" W	20.08'
L4	N 04°46'29" E	15.18'
L5	N 18°45'00" E	12.83'
L6	S 18°45'00" W	7.09'
L7	S 81°15'10" W	14.49'
L8	N 85°17'31" W	20.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	155.00'	12.18'	04°30'11"
C2	20.00'	14.83'	42°29'54"
C3	275.00'	3.57'	00°44'38"

NOTE: DEER LAKE VILLAGE PHASE 1 IS SERVED BY A "COMMON" SEWER LATERAL AND THAT OWNERSHIP AND MAINTENANCE RESPONSIBILITY OF THE COMMON LATERAL IS THE DEER LAKE VILLAGE OWNERS ASSOCIATION.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned owner of all the tract of land described in this Plat having caused the same to be subdivided into Lots and Common Elements, including private roads, to be hereafter known as Deer Lake Village Phase I, An Expandable Planned Unit Development Subdivision, does hereby dedicate to the common use of the lot owners, but not to the use of the general public, all Common Elements, including private roads, shown on this Plat, in accordance with the terms and conditions of dedication of said Common Elements as more fully provided in the Declaration of Covenants, Conditions, and Restrictions of Deer Lake Village Phase I, An Expandable Planned Unit Development Subdivision, dated _______________ and recorded concurrently with this Plat. Reference is made to said Declaration for details concerning the rights and obligations of persons having or acquiring an interest in the property described in this Plat. For good and valuable consideration received, the undersigned owner hereby conveys to Park City Municipal Corporation, and applicable utility companies, easements over, on, under and across the Common Elements, including private roadways, for the installation and maintenance of public utilities and drainage, so long as such entities repair and restore such Common Elements to the condition which existed immediately prior to the commencement of any work with respect to said utilities on the property.

Executed this _________ day of _________________, 1994.

Deer Lake Development, L.L.C.

By _______________________
F. Lynn Padan, Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
) SS.
COUNTY OF SUMMIT)

On this _______ day of _____________ 1994, personally appeared before me, the undersigned Notary Public, in and for said State and County, F. Lynn Padan, who after being duly sworn, acknowledged to me that he is the Manager of Deer Lake Development, L.L.C., a Limited Liability Company, that he signed the foregoing Owner's Consent to Record on behalf of said Limited Liability Company.

____
Notary Public
Residing at:

My Commission Expires:

____

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a registered Land Surveyor and that I hold Certificate No. 163931 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner I have made a survey of the tract of land shown on this plat and described herein and subdivided tract of land into Lots and Common Elements, including private streets, hereafter to be known a Deer Lake Village Phase I, An Expandable Planned Unit Development Subdivision and that the same has been correctly surveyed and staked on the ground as shown on the Plat.

_______________ DATE: _______________ JOHN DEMKOWICZ

LEGAL DESCRIPTION

COMMENCING AT corner No. 2 of the Queen Esther No. 10, M.S. 6979 which is North 99.92 feet and East 4156.65 feet from the East Quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence N 18°45'00" E 1086.08 feet to the true point of beginning of this legal description, said point also being on the easterly line of Solamere Subdivision No. 1 according to the official plat thereof on file in the office of the Summit county Recorder; thence continuing N 18°45'00" E, along said easterly line, 413.95 feet; thence S 66°45'00" E, along the southerly line of Solamere Subdivision No.1 to a point on the westerly right-of-way line of Queen Esther Drive, 276.93 feet; thence along said right-of-way the following five courses, (1) S 14°00'00" E 44.80 feet to a point on a 100.00 foot radius curve to the right, whose radius point bears S 76°00'00" W 100.00 feet; (2) thence along the arc of said curve 34.91 feet through a central angle of 20°00'00"; (3) thence S 06°00'00" W 90.84 to a point on a 275.00 foot radius curve to the left, whose radius point bears S 84°00'00" E 275.00 feet; (4) thence along the arc of said curve 182.39 feet through a central angle of 38°00'00" to a point on a 250.00 foot reverse curve to the right, whose radius point bears S 58°00'00" W 250.00 feet; (5) thence along the arc of said curve 65.33 feet through a central angle of 14°58'19"; thence N 83°33'05" W 78.76 feet; thence N 70°40'56" W 68.74 feet; thence S 60°58'26" W 26.26 feet to a point on a 197.89 foot radius curve to the right, whose radius point bears N 60°58'46" E 197.89 feet; thence along the arc of said curve 55.84 feet through a central angle of 16°10'07"; thence N 84°50'29" W 50.45 feet; thence N 65°41'17" W 74.08 feet; thence S 88°23'16" W 28.07 feet, thence S 87°43'37" W 25.21 feet; thence N 84°50'29" W 54.60 feet; thence N 68°43'12" W 52.88 feet to the true point of beginning. Description contains 3.14 Acres.

GENERAL NOTES:

7. Park City Municipal Corporation has required the design and construction of a certain trail system over, across and upon certain portions of the Common Elements. Such trail system shall be owned and maintained by the Association. However, members of the general public shall have a non-exclusive easement to utilize such trail system, including that portion of trail system which is located on adjacent property owned by Developer. The non-exclusive easement right of the general public to utilize the trail system shall not include the right to utilize the Common Elements of the Project of any other property owned by the Developer

PHASE ONE

DEER LAKE VILLAGE

AN EXPANDABLE PLANNED UNIT DEVELOPMENT SUBDIVISION

LOCATED IN SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is a Declaration of Covenants, Conditions, and Restrictions of Deer Lake Village Phase I, An Expandable Planned Unit Development Subdivision.

GENERAL NOTES:

1. All roads and driveways within Deer Lake Village are private roads and are intended to always remain private roads. Lot owners within Deer Lake Village, therefore face substantial costs for road maintenance, eventual road replacement and for snow removal.
2. Construction using flammable materials will not be permitted until adequate fire protection exists
3. Maintenance of Deer Lake Village is the responsibility of the Deer Lake Village Owners Association, pursuant to the provisions of the Declaration.
4. Due to identified ground water levels, no basements are allowed within Deer Lake Village.
5. Capitalized terms used in this Plat shall be defined in accordance with the definitions for such terms set forth in the Declaration of Covenants, Conditions and Restrictions of Deer Lake Village, an Expandable Planned Unit Development Subdivision.
6. The square footage of all A lots is 1897.5 square feet. The square footage of all B lots is 1728.0 square feet. The square footage of all C lots is 2035.0 square feet.

DEER LAKE VILLAGE DRIVE IS A PRIVATE ROAD AND IS INTENDED ALWAYS TO REMAIN A PRIVATE ROAD. MAINTENANCE COST WILL BE BORNE BY THE DEER LAKE VILLAGE OWNERS ASSOCIATION.

JOB NO. FILE Y:\DLV\D\PLAT

PAGE 1 OF 1

ALLIANCE ENGINEERING INC.	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (801) 649-9467	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS _____ DAY OF __________, 1994 A.D. BY __________ S.B.S.I.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF __________, 1994 A.D. BY __________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF __________, 1994 A.D. BY __________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF __________, 1994 A.D. BY __________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF __________, 1994 A.D. BY __________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF __________, 1994 A.D. BY __________ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF __________ DATE _____ TIME _____ BOOK _____ PAGE _____ __________ FEE __________ RECORDER

Ordinance No. 94-35

AN ORDINANCE APPROVING THE FINAL SUBDIVISION PLAT FOR HIGH CHAPARRAL AT 2250 DEER VALLEY DRIVE PARK CITY, UTAH

WHEREAS, the owners of the property known as High Chaparral, petitioned the Planning Commission for approval of a final subdivision plat; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on August 17, 1994; and

WHEREAS, on August 17, 1994, the Planning Commission recommended approval of the final subdivision plat attached hereto as Exhibit A; and

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

SECTION 1. FINAL PLAT APPROVED. The final plat for High Chaparral is hereby approved and all dedications hereby accepted with the following conditions:

1. All Park City Municipal Corporation "Standard Project Review Requirements" shall apply.

2. Building materials shall comply with fire safety regulations in effect at the time of building permit issuance, which may prohibit the use of wood shake shingles.

3. A financial security to assure the satisfactory installation of required public improvements which may include trail improvements, shall be submitted to the City prior to plat recordation.

4. Pursuant to the approved MPD conditions of approval as accepted by the applicant, the subdivision shall result in a maximum number of ten unit-equivalents on the northerly parcel and one single-family dwelling on the southerly parcel.

5. Prior to plat recordation, the City Engineer and City Attorney shall have reviewed and approved the Final Plat and Conditions, Covenents and Restrictions.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect upon adoption.

PASSED AND ADOPTED this 1st day of September, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D. Gezelius, Mayor Pro Tem

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

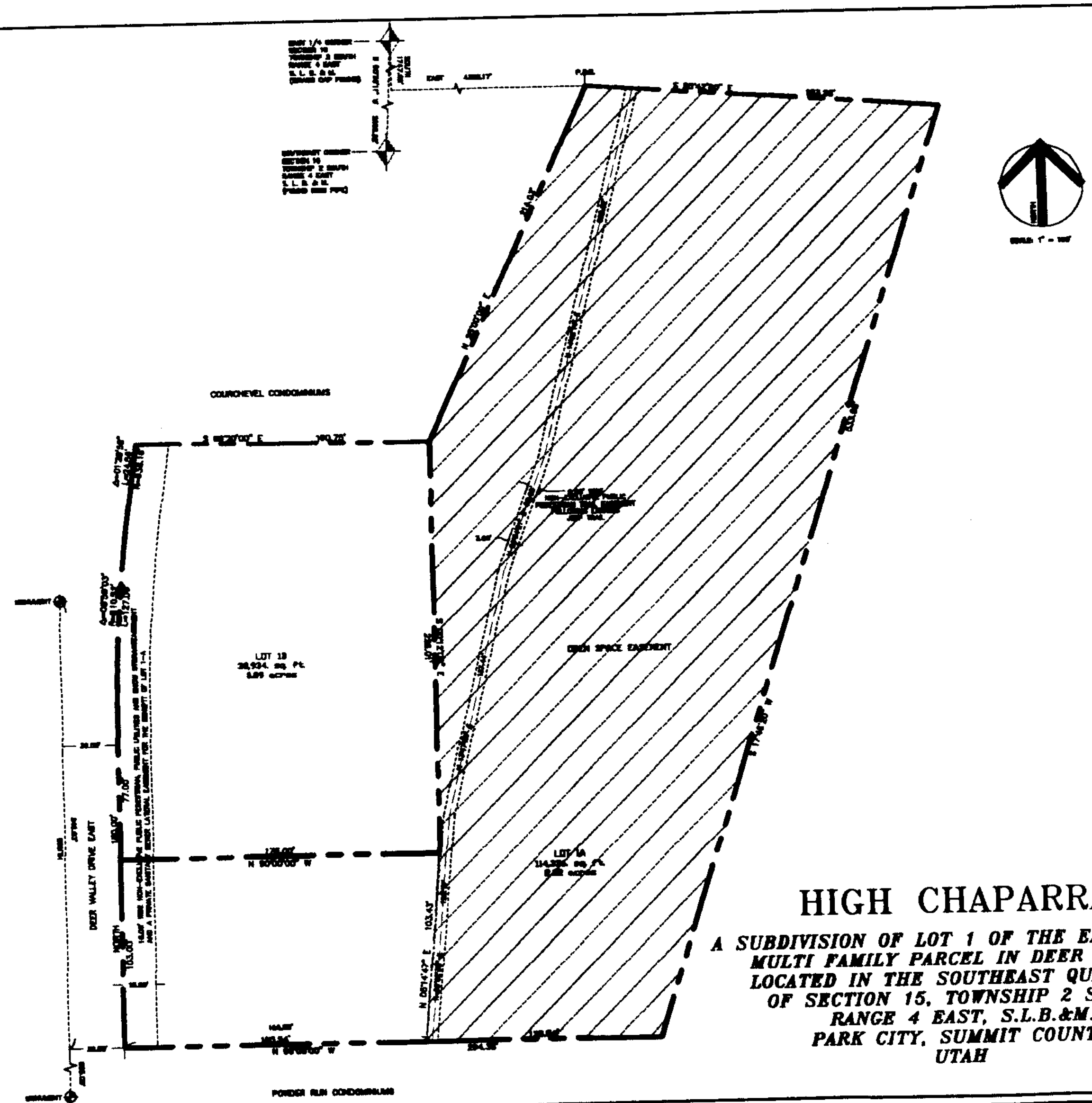
Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

PARK CITY
PLANNING DEPT



Legal Description

All of Lot 1 of "A Subdivision of the East Bench Multi Family Parcel in Deer Valley," located in Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, according to the official plat thereof on file and of record as entry No. [illegible] in the Summit County Recorder's Office.

Contains 3.31[illegible] acres of land, more or less.

EXHIBIT A

HIGH CHAPARRAL

A SUBDIVISION OF LOT 1 OF THE EAST BENCH MULTI FAMILY PARCEL IN DEER VALLEY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH RANGE 4 EAST, S.L.B.&M. PARK CITY, SUMMIT COUNTY UTAH

...TY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF ______
COUNCIL THIS ______ DAY OF ______
A.D. 19__ AT WHICH TIME THIS
...RD OF SURVEY WAS APPROVED.

MAYOR

CITY RECORDER

CITY ENGINEER

APPROVED AND ACCEPTED BY THE ______ CITY ENGINEERING DEPART-
MENT ON THIS ______ DAY OF ______
A.D. 19__

CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE ______
CITY PLANNING COMMISSION ON THIS ______
DAY OF ______ A.D. 19__

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS ______
DAY OF ______ A.D. 19__

CITY ATTORNEY

RECORDED

N°. ______
STATE OF ______
COUNTY OF ______
RECORDED AND FILED AT THE REQUEST OF:

COUNTY RECORDER

THE JACK JOHNSON COMPANY

Ordinance No. 94-34

AN ORDINANCE AMENDING THE PROSPECTOR VILLAGE PLAT BY APPROVING THE SUBDIVISION OF AN EXISTING DUPLEX LOCATED AT 2162 AND 2164 MONARCH DRIVE, PARK CITY, UTAH

WHEREAS, the owners of property known as 2162 and 2164 Monarch Drive, Park City, Utah petitioned the Planning Commission for approval to subdivide this existing duplex by amending the Prospector Village Plat, #128887, recorded on October 14, 1975 in Summit County, Utah; and

WHEREAS, proper notice occurred and the Planning Commission held a public hearing to receive input on the proposed subdivision on July 13, 1994; and

WHEREAS, on July 13, 1994, the Planning Commission approved the subdivision and a map of the amended plat attached hereto as Exhibit A; and

WHEREAS, the City Council finds that neither the public nor any person will be materially injured by this proposed amendment and there is good cause for such amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the amended plat;

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

SECTION 1. APPROVAL OF AMENDED PLAT AND DETERMINATION OF FINDINGS. The subdivision of 2162 and 2164 Monarch Drive is hereby approved by amending the plat, as shown on Exhibit A with the following conditions:

Prior to plat recordation, the applicant shall obtain City Building Department and City Attorney approval of a detailed disclosure or "party wall" agreement (Exhibit B).

Prior to recordation, the plat shall be reviewed and approved by the City Engineer, City Attorney, and Snyderville Basin SID.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective immediately.

PASSED AND ADOPTED this first day of September, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D. Gezelius

Ruth D. Gezelius, Mayor Pro Tem

Attest:

Anita L. Sheldon

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

EXHIBIT A - SITE PLAN - 2162 & 2164 MONARCH DRIVE

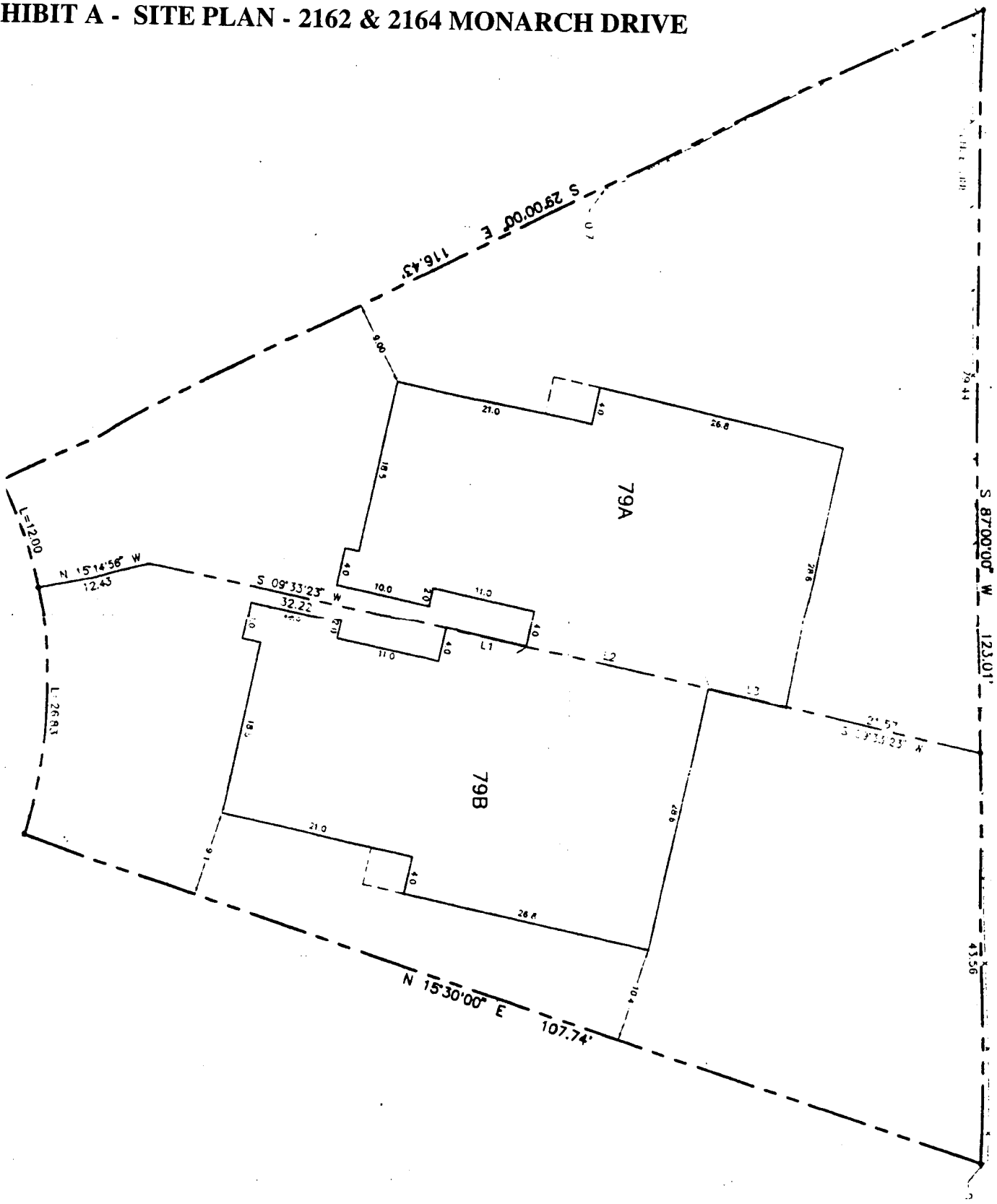


EXHIBIT B - "PARTY WALL" AGREEMENTS

WHEN RECORDED RETURN TO:
Andrew Volkman
P.O. Box 682002
Park City, Utah 84060

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MONARCH DRIVE SUBDIVISION

THIS DECLARATION is made this _____ day of _____, 1994, by ROBERT ANDREW VOLKMAN and DENA ANN FLEMING; (hereinafter collectively referred to as the "Declarant").

RECITALS

A. Declarant is the owner of the real property in Park City, Summit County, State of Utah, described as:

> See Exhibit A attached hereto and by this reference made a part hereof.

B. Declarant has built two twin homes located respectively at 2164 Monarch Drive and 2166 Monarch Drive in Park City, Utah. The twin homes are more particularly described as Lots 79A and 79B on Exhibit A, and hereinafter referred to as the "Twin Homes".

C. It is contemplated by the Declarant that each of the two Twin Homes will be owned separately. Although each side of the Twin Homes will be owned separately, certain portions of the Twin Homes, such as the roof and the exterior walls need to be maintained in a manner which will jointly benefit the owners on each side of the Twin Homes.

D. The Declarant deems it desirable to impose a general plan for the maintenance of the Common Areas of the Twin Homes as defined below, and the adoption and establishment of covenants, conditions and restrictions upon the Twin Homes for the purpose of enhancing and protecting the value, desirability and attractiveness of the Twin Homes.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that each side of the Twin Homes shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of the both Twin Homes and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, and restrictions shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each of the two Twin Homes.

1.0 **Deed Restriction.** The Owners of each of the two Twin Homes mutually agree that by acceptance of a deed to a Twin Home, each respective Owner, their heirs, successors and assigns, shall be subject to the requirements of these covenants, conditions and restrictions, and that any owner of a Twin Home shall have the legal right to enforcement of these covenants, conditions and restrictions.

2.0 **Sharing of Maintenance Costs.** The parties hereby agree to the sharing of those costs incurred in the "normal maintenance and repair" of the: (i) roof, foundation, and exterior walls of the Twin Homes; (ii) electrical, mechanical or plumbing lines or components located within common walls of the Twin Homes; and (iii) common utility service lines to the Twin Homes (collectively referred to as the "Common Areas"). The Common Areas specifically do not include any doors, windows, garage doors, or decks in, on, or attached to the Twin Homes.

2.1 The parties agree that the costs incurred for "normal maintenance and repair" as set forth herein shall be shared between the owners of the respective sides of the Twin Homes, on a 50/50 basis. In other words, the owners of lots 79A & 79B shall share equally the costs of repairing and maintaining that Twin Homes as provided herein. Regardless of the number of owners of a specific Twin Home unit, each Twin Home unit shall be responsible for 50% of the normal maintenance and repair costs referenced above.

2.2 Notwithstanding Section 2 above, any unusual damage or wear to all or a portion of the Common Areas which is caused by the negligence of an owner, shall be the responsibility of that owner and shall not be considered "normal maintenance and repair". Similarly, any damage to the Common Areas as a result of an act of God shall not be considered "normal maintenance and repair", and shall be paid for from casualty insurance coverage referenced in Section 6 below.

3.0 **Procedures for Repairs & Maintenance.** It is agreed that the following procedure shall apply to the commencement of the normal maintenance and repair of the above referenced Common Areas:

3.1 **Written Request.** Subject to the requirements of Section 3.7 below, if any Twin Home unit owner desires to have normal maintenance or repairs done to the Common Areas, that unit owner shall, prior to contracting to have any such work done, provide to the adjoining unit owner no less than thirty (30) calendar days written notice. The written notice shall specify the nature of the requested repair or maintenance work. The adjoining unit owner may, but shall not be required to, meet with the requesting unit owner within those thirty (30) calendar days, to discuss the proposed work.

3.2 **Requirement for Bids. Unless written waiver is provided by the parties,** not less than three (3) bids/estimates to complete the work shall be obtained from qualified persons or entities. All work must be done by licensed individuals and companies. Unless mutually agreed to in writing, and in advance, the contract to do the repairs or maintenance shall not exceed the average of the high and low bid.

3.3 **Escrow for Work.** Upon granting the contract, one hundred percent (100%) of the accepted bid amount, unless mutually waived or reduced by the unit owners, shall be placed in an escrow account pending completion of the work. This escrow installment shall be paid pro rata between the respective Twin Home owners on a 50/50 basis and is due prior to the commencement of any work.

3.4 **Final Payment. Within fifteen (15) calendar days after** satisfactory completion of the subject work, the person or entity performing the work shall be paid in exchange for the submission of the final invoice for said work and the delivery of signed lien waivers for labor and materials. In the event a contractor, subcontractor, or supplier files a lien, for whatever reason, the responsibility of removing the lien shall be shared equally (50/50) between the respective Twin Home owners so long as the procedures referenced in Sections 3.1 through 3.4 have been complied with.

3.5 **Emergency Maintenance or Repairs.** In the event emergency maintenance or repairs are needed on any Common Area and one or the other party cannot be contacted for whatever reason, the Twin Home unit owner present at that time shall contact a reputable residential property management company in Park City, review the emergency situation and, if in the residential property management company's independent opinion, the situation requires immediate attention to prevent further damage to the Common Areas, then the Twin Home unit owner present during the occurrence of this emergency situation shall proceed pursuant to subsections 3.1 through 3.4 above as if the absent Twin Home unit owner has consented to the emergency repairs.

3.6 **Waiver of Claims.** In the event an emergency repair is undertaken in compliance with Section 3.5 above, the parties mutually agree to waive any and all claims, causes of action, liabilities, losses, costs and expenses, and demands of any kind, character or nature whatsoever, which they have or may have against the residential property management company, its employees, agents, and representatives, in the event such is contracted for as set forth in this paragraph 3.6.

3.7 **Time Limitation.** Notwithstanding any language in this Declaration to the contrary, no owner shall be entitled to require replacement of the roof any earlier than once every fifteen (15) years; nor shall any owner be entitled to require re-staining or painting of the exterior walls of the Twin Homes more often than once every five years.

3.8 **Unilateral Repairs.** It is the intention of the Declarant that: (i) the Common Areas of the Twin Homes be well maintained; (ii) the Twin Home unit owners generally agree in advance and in writing to any Common Area repairs or maintenance; and (iii) a Twin Home unit owner may repair, maintain or remodel, at his own personal expense, his own Twin Home unit and/or a Common Area, without the consent of the adjoining Twin Home unit owner. Based on the above, the following shall apply:

3.8.1 A Twin Home unit owner may, without the prior approval of the adjoining Twin Home unit owner, undertake normal repairs or maintenance of the Common Areas so long as the owner undertaking the maintenance/repairs has attempted in good faith to comply with the requirements of Sections 3.1 through 3.7 above. The owner undertaking such maintenance/repairs shall then be entitled to compensation from the adjoining Twin Home unit owner as provided in Section 2.1 above.

3.8.2 A Twin Home unit owner may, without any approval of the adjoining Twin Home unit owner, undertake repairs, maintenance, or remodeling of his own Twin Home unit and/or a Common Area, if the owner undertaking such repair and/or remodel work does not seek compensation from the adjoining Twin Home unit owner.

3.8.3 Notwithstanding the provisions of Sections 3.8.1 and 3.8.2 above, no Twin Home unit owner may, without the prior written consent of the adjoining Twin Home unit owner: (i) make any structural alteration to a Twin Home unit which would result in a change in the existing surface lines of the roof or walls of a Twin Home unit; (ii) paint or stain the exterior surfaces of one Twin Home unit only; or (iii) paint or stain any portion of the exterior surfaces of a Twin Home unit with a color other than the then existing color on both Twin Home units. Provided however, a Twin Home unit owner may, at their own expense, and without the permission of the adjoining Twin Home unit owner, add a deck or patio, and change or modify any exterior windows on their respective Twin Home unit. Any such remodeling shall require an authorized building permit from Park City Municipal Corporation.

4.0 **Integrity of Party Wall.** The interior common or party wall which exists between the two Twin Homes was designed and installed as a required "fire-rated" wall. The parties agree that neither Twin Home unit owner may undertake any change to the composition of their respective side of the common wall without the express prior written consent of the Park City Building Department. By way of illustration, wallpapering or painting of the common wall shall be allowed and shall not be considered a change in the composition of the common wall. By contrast, replacing the sheetrock of the common wall with any other material of any kind, shall be considered a change in the composition of the common wall, and is strictly prohibited without the express prior written consent of the Park City Building Department.

5.0 **Encroachments and Maintenance Easements.** ~~Each of the two Twin Homes is here~~by ~~declared to have~~ covenants to execute reciprocal an easement over the immediately adjoining lot and unit and the Common Area for the purpose of making repairs or maintaining the Common Areas as referenced in section 3.0 inclusive above. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each lot agree that minor encroachments over the adjoining lot or Common Areas shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

6.0 **Casualty Insurance.** The parties hereto mutually agree that they shall maintain, at their own cost, the necessary fire and casualty insurance coverage for their respective Twin Homes unit and that such will also extend to the exterior and all Common Areas and facilities as set forth herein. The parties further agree that each fire and casualty insurance policy obtained under this Section shall name the adjoining Twin Home owner as an additional co-insured party. It is the express intent of this Section that all fire and other casualty insurance coverage shall cover both Twin Home owners as to damage to their respective Twin Home and/or the Common Areas.

7.0 **Code Compliance.** All work done to maintain and repair the Common Areas shall be done in strict compliance with the requirements of Park City Municipal Corporation.

8.0 **Binding Effect.** This Agreement shall inure to the mutual benefit of and be binding upon the parties, their respective legatees, administrators, executors, legal representatives, nominees, successors and assigns. This Agreement represents the entire understanding between the parties and may not be contradicted, modified or amended except by an instrument in writing signed by the parties hereto.

9.0 Arbitration. Any claims, disputes or other matters in question between the respective owners of the Twin Homes arising out of or relating to this Declaration or breach thereof shall be subject to and decided by binding arbitration in accordance with the Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

9.1 Demand for arbitration shall be filed in writing with the other Twin Home owner and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statues of limitations.

9.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

IN WITNESS WHEREOF, Declarant has established this Declaration of Covenants, Conditions and Restrictions as of the date first above written.

ROBERT ANDREW VOLKMAN

DENA ANN FLEMING

partywal.vlk: 6-6-94

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF)

On this _____ day of _____, 1994, before me personally appeared Robert Andrew Volkman, who being by me duly sworn did say that he is the signer of the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public

My Commission expires:_____
Residing at:_____

STATE OF UTAH)
: ss.
COUNTY OF)

On this ____ day of _____, 1994, before me personally appeared Dena Ann Fleming, who being by me duly sworn did say that she is the signer of the foregoing instrument and who duly acknowledged to me that she executed the same.

Notary Public

My Commission expires:_____
Residing at:_____

Ordinance No. 94-33

AN ORDINANCE AMENDING THE PROSPECTOR VILLAGE PLAT BY APPROVING THE SUBDIVISION OF AN EXISTING DUPLEX LOCATED AT 2316 CALUMET COURT, PARK CITY, UTAH

WHEREAS, the owners of property known as 2316 Calumet Court, Park City, Utah petitioned the Planning Commission for approval to subdivide this existing duplex by amending the Prospector Village Plat, #128887, recorded on October 10, 1975 in Summit County, Utah; and

WHEREAS, proper notice occurred and the Planning Commission held a public hearing to receive input on the proposed subdivision on December 1, 1993; and

WHEREAS, on December 1, 1993, the Planning Commission approved the subdivision and a map of the amended plat attached hereto as Exhibit A; and

WHEREAS, the City Council finds that neither the public nor any person will be materially injured by this proposed amendment and there is good cause for such amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the amended plat;

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

SECTION 1. APPROVAL OF AMENDED PLAT AND DETERMINATION OF FINDINGS. The subdivision of 2316 Calumet Court is hereby approved by amending the plat, as shown on Exhibit A with the following conditions:

Prior to plat recordation, the applicant shall obtain City Building Department and City Attorney approval of a detailed disclosure or "party wall" agreement (Exhibit B).

Prior to recordation, the plat shall be reviewed and approved by the City Engineer, City Attorney, and Snyderville Basin SID.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective immediately.

PASSED AND ADOPTED this first day of September, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D Gezelius
Ruth D. Gezelius, Mayor Pro Tem

Attest:

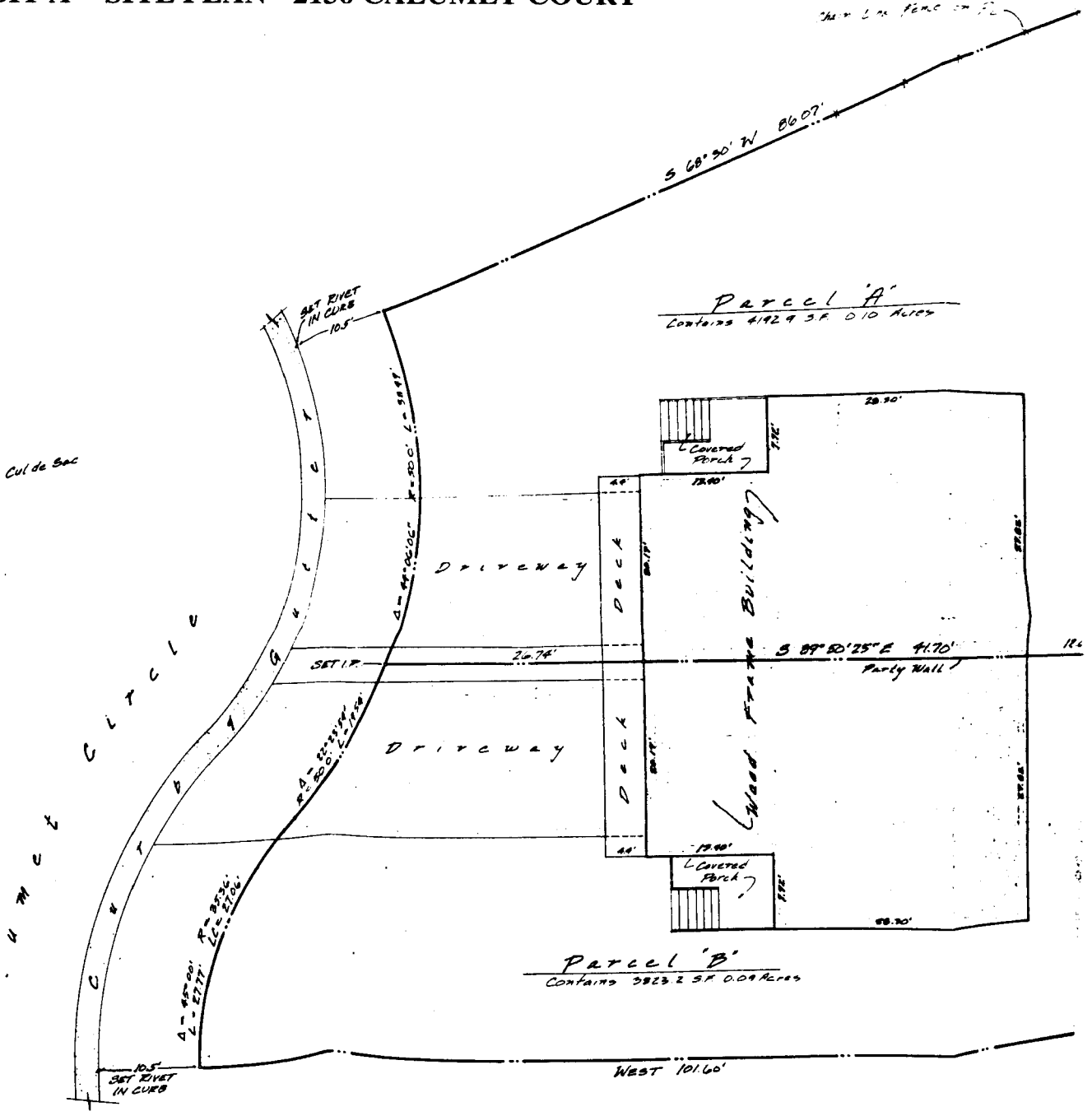
Anita L. Sheldon
Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

EXHIBIT A - SITE PLAN - 2136 CALUMET COURT



Lot 127 Prospector Village Subdivision
Recorded Summit County, Utah

EXHIBIT B - "PARTY WALL" AGREEMENTS

WHEN RECORDED RETURN TO:
Peter Hall
2104 El Amigo Road
Del Mar, California 92014

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CALUMET COURT SUBDIVISION

THIS DECLARATION is made this _____ day of _____, 1994, by PETER J. HALL and DONNA L. HALL; and DOUGLAS J. SCHROEDER and MARY T. SCHROEDER (hereinafter collectively referred to as the "Declarant").

RECITALS

A. Declarant is the owner of the real property in Park City, Summit County, State of Utah, described as:

> See Exhibit A attached hereto and by this reference made a part hereof.

B. Declarant has built two twin homes located respectively at 2316 and 2318 Calumet Court in Park City, Utah. The twin homes are more particularly described as Lots 127A and 127B on Exhibit A, and hereinafter referred to as the "Twin Homes".

C. It is contemplated by the Declarant that each of the two Twin Homes will be owned separately. Although each side of the Twin Homes will be owned separately, certain portions of the Twin Homes, such as the roof and the exterior walls need to be maintained in a manner which will jointly benefit the owners on each side of the Twin Homes.

D. The Declarant deems it desirable to impose a general plan for the maintenance of the Common Areas of the Twin Homes as defined below, and the adoption and establishment of covenants, conditions and restrictions upon the Twin Homes for the purpose of enhancing and protecting the value, desirability and attractiveness of the Twin Homes.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that each side of the Twin Homes shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of the both Twin Homes and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, and restrictions shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each of the two Twin Homes.

1.0 **Deed Restriction.** The Owners of each of the two Twin Homes mutually agree that by acceptance of a deed to a Twin Home, each respective Owner, their heirs, successors and assigns, shall be subject to the requirements of these covenants, conditions and restrictions, and that any owner of a Twin Home shall have the legal right to enforcement of these covenants, conditions and restrictions.

2.0 **Sharing of Maintenance Costs.** The parties hereby agree to the sharing of those costs incurred in the "normal maintenance and repair" of the: (i) roof, foundation, and exterior walls of the Twin Homes; (ii) electrical, mechanical or plumbing lines or components located within common walls of the Twin Homes; and (iii) common utility service lines to the Twin Homes (collectively referred to as the "Common Areas"). The Common Areas specifically do not include any doors, windows, garage doors, or decks in, on, or attached to the Twin Homes.

2.1 The parties agree that the costs incurred for "normal maintenance and repair" as set forth herein shall be shared between the owners of the respective sides of the Twin Homes, on a 50/50 basis. In other words, the owners of lots 127A & 127B shall share equally the costs of repairing and maintaining that Twin Homes as provided herein. Regardless of the number of owners of a specific Twin Home unit, each Twin Home unit shall be responsible for 50% of the normal maintenance and repair costs referenced above.

2.2 Notwithstanding Section 2 above, any unusual damage or wear to all or a portion of the Common Areas which is caused by the negligence of an owner, shall be the responsibility of that owner and shall not be considered "normal maintenance and repair". Similarly, any damage to the Common Areas as a result of an act of God shall not be considered "normal maintenance and repair", and shall be paid for from casualty insurance coverage referenced in Section 6 below.

3.0 **Procedures for Repairs & Maintenance.** It is agreed that the following procedure shall apply to the commencement of the normal maintenance and repair of the above referenced Common Areas:

3.1 **Written Request.** Subject to the requirements of Section 3.7 below, if any Twin Home unit owner desires to have normal maintenance or repairs done to the Common Areas, that unit owner shall, prior to contracting to have any such work done, provide to the adjoining unit owner no less than thirty (30) calendar days written notice. The written notice shall specify the nature of the requested repair or maintenance work. The adjoining unit owner may, but shall not be required to, meet with the requesting unit owner within those thirty (30) calendar days, to discuss the proposed work.

3.2 **Requirement for Bids. Unless written waiver is provided by the parties,** not less than three (3) bids/estimates to complete the work shall be obtained from qualified persons or entities. All work must be done by licensed individuals and companies. Unless mutually agreed to in writing, and in advance, the contract to do the repairs or maintenance shall not exceed the average of the high and low bid.

3.3 **Escrow for Work.** Upon granting the contract, one hundred percent (100%) of the accepted bid amount, unless mutually waived or reduced by the unit owners, shall be placed in an escrow account pending completion of the work. This escrow installment shall be paid pro rata between the respective Twin Home owners on a 50/50 basis and is due prior to the commencement of any work.

3.4 **Final Payment. Within fifteen (15) calendar days after** satisfactory completion of the subject work, the person or entity performing the work shall be paid in exchange for the submission of the final invoice for said work and the delivery of signed lien waivers for labor and materials. In the event a contractor, subcontractor, or supplier files a lien, for whatever reason, the responsibility of removing the lien shall be shared equally (50/50) between the respective Twin Home owners so long as the procedures referenced in Sections 3.1 through 3.4 have been complied with.

3.5 **Emergency Maintenance or Repairs.** In the event emergency maintenance or repairs are needed on any Common Area and one or the other party cannot be contacted for whatever reason, the Twin Home unit owner present at that time shall contact a reputable residential property management company in Park City, review the emergency situation and, if in the residential property management company's independent opinion, the situation requires immediate attention to prevent further damage to the Common Areas, then the Twin Home unit owner present during the occurrence of this emergency situation shall proceed pursuant to subsections 3.1 through 3.4 above as if the absent Twin Home unit owner has consented to the emergency repairs.

3.6 **Waiver of Claims.** In the event an emergency repair is undertaken in compliance with Section 3.5 above, the parties mutually agree to waive any and all claims, causes of action, liabilities, losses, costs and expenses, and demands of any kind, character or nature whatsoever, which they have or may have against the residential property management company, its employees, agents, and representatives, in the event such is contracted for as set forth in this paragraph 3.6.

3.7 **Time Limitation.** Notwithstanding any language in this Declaration to the contrary, no owner shall be entitled to require replacement of the roof any earlier than once every fifteen (15) years; nor shall any owner be entitled to require re-staining or painting of the exterior walls of the Twin Homes more often than once every five years.

3.8 **Unilateral Repairs.** It is the intention of the Declarant that: (i) the Common Areas of the Twin Homes be well maintained; (ii) the Twin Home unit owners generally agree in advance and in writing to any Common Area repairs or maintenance; and (iii) a Twin Home unit owner may repair, maintain or remodel, at his own personal expense, his own Twin Home unit and/or a Common Area, without the consent of the adjoining Twin Home unit owner. Based on the above, the following shall apply:

3.8.1 A Twin Home unit owner may, without the prior approval of the adjoining Twin Home unit owner, undertake normal repairs or maintenance of the Common Areas so long as the owner undertaking the maintenance/repairs has attempted in good faith to comply with the requirements of Sections 3.1 through 3.7 above. The owner undertaking such maintenance/repairs shall then be entitled to compensation from the adjoining Twin Home unit owner as provided in Section 2.1 above.

3.8.2 A Twin Home unit owner may, without any approval of the adjoining Twin Home unit owner, undertake repairs, maintenance, or remodeling of his own Twin Home unit and/or a Common Area, if the owner undertaking such repair and/or remodel work does not seek compensation from the adjoining Twin Home unit owner.

3.8.3 Notwithstanding the provisions of Sections 3.8.1 and 3.8.2 above, no Twin Home unit owner may, without the prior written consent of the adjoining Twin Home unit owner: (i) make any structural alteration to a Twin Home unit which would result in a change in the existing surface lines of the roof or walls of a Twin Home unit; (ii) paint or stain the exterior surfaces of one Twin Home unit only; or (iii) paint or stain any portion of the exterior surfaces of a Twin Home unit with a color other than the then existing color on both Twin Home units. Provided however, a Twin Home unit owner may, at their own expense, and without the permission of the adjoining Twin Home unit owner, add a deck or patio, and change or modify any exterior windows on their respective Twin Home unit. Any such remodeling shall require an authorized building permit from Park City Municipal Corporation.

4.0 **Integrity of Party Wall**. The interior common or party wall which exists between the two Twin Homes was designed and installed as a required "fire-rated" wall. The parties agree that neither Twin Home unit owner may undertake any change to the composition of their respective side of the common wall without the express prior written consent of the Park City Building Department. By way of illustration, wallpapering or painting of the common wall shall be allowed and shall not be considered a change in the composition of the common wall. By contrast, replacing the sheetrock of the common wall with any other material of any kind, shall be considered a change in the composition of the common wall, and is strictly prohibited without the express prior written consent of the Park City Building Department.

5.0 **Encroachments and Maintenance Easements.** Each of the two Twin Homes is hereby declared to have an easement over the immediately adjoining lot and unit and the Common Area for the purpose of making repairs or maintaining the Common Areas as referenced in section 3.0 inclusive above. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each lot agree that minor encroachments over the adjoining lot or Common Areas shall be permitted and that there shall be a valid easement for the maintenance of said encroachments so long as they shall exist.

6.0 **Casualty Insurance.** The parties hereto mutually agree that they shall maintain, at their own cost, the necessary fire and casualty insurance coverage for their respective Twin Homes unit and that such will also extend to the exterior and all Common Areas and facilities as set forth herein. The parties further agree that each fire and casualty insurance policy obtained under this Section shall name the adjoining Twin Home owner as an additional co-insured party. It is the express intent of this Section that all fire and other casualty insurance coverage shall cover both Twin Home owners as to damage to their respective Twin Home and/or the Common Areas.

7.0 **Code Compliance.** All work done to maintain and repair the Common Areas shall be done in strict compliance with the requirements of Park City Municipal Corporation.

8.0 **No Expansion/Separation of Building Pad**. The parties hereto agree that in the event either or both of the Twin Homes is destroyed or demolished by force majeure or otherwise, that any structure subsequently built as a partial or complete replacement dwelling, must be located within the limits of the present footprint of the two Twin Homes as of the date of this Declaration.

9.0 **Binding Effect.** This Agreement shall inure to the mutual benefit of and be binding upon the parties, their respective legatees, administrators, executors, legal representatives, nominees, successors and assigns. This Agreement represents the entire understanding between the parties and may not be contradicted, modified or amended except by an instrument in writing signed by the parties hereto.

10.0 Arbitration. Any claims, disputes or other matters in question between the respective owners of the Twin Homes arising out of or relating to this Declaration or breach thereof shall be subject to and decided by binding arbitration in accordance with the Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

10.1 Demand for arbitration shall be filed in writing with the other Twin Home owner and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statues of limitations.

IN WITNESS WHEREOF, Declarant has established this Declaration of Covenants, Conditions and Restrictions as of the date first above written.

Peter J. Hall

Donna L. Hall

Douglas J. Schroeder

Mary T. Schroeder

partywal.hal 6-6-94

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On this ____ day of _____, 1994, before me personally appeared Peter J. Hall, who being by me duly sworn did say that he is the signer of the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public

My Commission expires:_____
Residing at:_____

STATE OF CALIFORNIA)
: ss.
COUNTY OF)

On this ____ day of _____, 1994, before me personally appeared Donna L. Hall, who being by me duly sworn did say that she is the signer of the foregoing instrument and who duly acknowledged to me that she executed the same.

Notary Public

My Commission expires:_____
Residing at:_____

Ordinance No. 94-32

AN ORDINANCE AMENDING SECTIONS 4.11 THROUGH 4.18 OF THE LAND MANAGEMENT CODE REGARDING APPLICATIONS FOR DEMOLITION CERTIFICATES OF APPROPRIATENESS (CAD) TO CREATE A PRESUMPTION OF SIGNIFICANCE FOR ALL BUILDINGS, STRUCTURES AND SITES EITHER WITHIN THE HISTORIC DISTRICT, LISTED ON THE PARK CITY HISTORIC SURVEY OR OVER 50 YEARS OLD, AND ELIMINATING SEPARATE STANDARDS FOR RESIDENTIAL BUILDINGS AND STRUCTURES.

WHEREAS, the Historic District Commission, after giving proper notice and holding a public hearing on June 27, 1994, did pass a positive recommendation of the ordinance to the City Council; and

WHEREAS, the Planning Commission, after giving proper notice and holding a public hearing on July 13, 1994, did pass a positive recommendation of the ordinance to the City Council; and

WHEREAS, the City Council, after proper notice, did hold a public meeting on the ordinance on July 28, 1994; and

WHEREAS, the City Council has determined it is in the best interests of the residents of Park City to preserve historically significant properties found in the City; and

WHEREAS, protection of all historically significant properties protects all property values within the City since the historic character of the City directly contributes to the economic success of this resort community; and

WHEREAS, the amendments proposed herein will further preserve historically significant properties found in the City; and

WHEREAS, the adoption of the ordinance is in the best interests of the residents of Park City;

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

SECTION 1. Amendment. Chapter 4 of the Park City Land Management Code is hereby amended to read as follows:

4.11. PRESERVATION OF HISTORIC BUILDINGS, STRUCTURES AND SITES. It is deemed to be in the interest of the citizens of Park City, as well as the State of Utah, to encourage the preservation of buildings, structures and sites of historic significance in Park City. These buildings, structures and sites are among the City's most important cultural, educational, and economic assets. In order that they are not lost through neglect, demolition, expansion or change within the City, the preservation of the remaining buildings, structures and sites of historic or community significance should be encouraged. This section is intended to provide an incentive for identification and preservation of historic buildings, structures or sites that may occur within the Park City Historic District, as well as those that may be located outside the Historic District.

4.12. REVIEW OF HISTORIC BUILDINGS, STRUCTURES, SITES AND PRESERVATION POLICY. The Park City Historic District Commission (HDC) is the official body to review matters concerning designation and preservation of historic buildings, structures and sites within Park City, and may take appropriate action as may be necessary, as authorized by other sections of this Code to preserve historic buildings, structures and sites. The Historic District Commission is authorized to function as a committee on historic buildings, structures and sites and to designate significant historic building, structures and sites ~~establish an official list of all existing buildings and sites~~ within the City which it considers to be of historic significance and to make this information available to all interested citizens.

4.13. ~~LIST OF~~ SIGNIFICANT HISTORIC BUILDINGS, STRUCTURES AND SITES. ~~A list of historic buildings and sites is to be established and maintained by the Historic District Commission to describe as concisely as possible each building or site, the date of its construction as nearly as can be determined, or if a site, the date during which its historic significance was established, the reason for including it on such list, and the name and address of the current owner as shown on the records of the Summit County Recorder. The Historic District Commission shall file such list and any subsequent amendments or any additions thereto with the City Recorder.~~ It is hereby declared that all buildings, structures and sites within Park City that are either located within the Historic District, listed in the most recent Park City Historic Survey, or are over fifty (50) years old are presumed historically "significant" for the purposes of this Chapter. The HDC may maintain a list of such significant properties. Any owner of a presumed historically significant building, structure or site may apply for a hearing before the HDC to rebut the presumption of significance created herein. The application shall be on forms as prescribed by the HDC and shall be filed with the Community Development Department (CDD). Upon receiving an application for a determination of significance, the CDD staff shall schedule a hearing on the HDC agenda within thirty (30) days. Notice of the hearing shall be posted on the property and published at least once prior to the hearing. At the hearing, the applicant shall have an opportunity to present testimony and evidence to demonstrate the historical insignificance of the building, structure or site.

(a) Standards of Review. In determining the historic significance of the property at the

hearing, the HDC shall evaluate whether the building, structure or site demonstrates a quality of significance in local, regional, state or national history, architecture, archaeology, engineering or culture, and integrity of location, design, setting, materials, and workmanship according to the following criteria:

1. The building, structure or site is associated with events or lives of persons significant to our past; and/or

2. The building, structure or site embodies the distinctive characteristics of a type, period or method of construction or that represent the work of a master; and/or

3. The architectural or historical value or significance of the building, structure or site contributes to the historic value of the property and surrounding area; and/or

4. The building, structure or site is at least fifty (50) years old, or has achieved significance within the past fifty (50) years if the property is of exceptional importance to the community; and/or

5. The relation of historic or architectural features found on the building, structure or site to other such features within the surrounding area; and/or

6. Any other factors, including aesthetic, which may be relevant to the historical or architectural aspects of the building, structure or site.

(b) Decision. The HDC shall determine that the property is historically insignificant only if it finds that the building, structure or site is of no or minimal historic significance because of its location, age, condition, modifications, relation to other structures or sites in the area, or other factors demonstrate that the property is inconsequential to the historic value of the area and to Park City as a whole. If the HDC finds that the building, structure or site is insignificant it shall immediately be removed from the list, if any, of significant properties. The HDC shall forward a copy of its written findings to the owner and the Community Development Department. The Community Development Department shall maintain a list of properties that the HDC has determined are historically insignificant.

(c) Appeal. The applicant or any party participating in the hearing may appeal the HDC decision to the City Council within ten (10) days of the decision.

4.14. DEMOLITION AND REMOVAL OF HISTORIC BUILDINGS, STRUCTURES AND SITES. It is the intent of this and succeeding sections to preserve the historic and architectural resources of Park City, through limitations on demolition and removal of historic buildings, structures and sites to the extent it is economically feasible, practical and necessary. The demolition or removal of historic buildings, structures and sites in Park City diminishes the character of the City's Historic District and it is strongly

discouraged. Instead, the City recommends and supports preservation, renovation, adaptive reuse and relocation within the Historic District. It is recognized, however, that structural deterioration, economic hardship and other factors not entirely within the control of a property owner may result in the necessary demolition or removal of a historic building, structure or site.

4.15. CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION. With the exception of any building or structure falling under the purview of Section 203 of the Uniform Building Code or undergoing complete renovation\reconstruction in compliance with this Chapter, no building, ~~or~~ other structure or site ~~located within the Historic District or over 50 years old and~~ deemed to be historically significant by the provisions of §4.13 ~~Historic District Commission~~ may be demolished or removed without the prior issuance of a Certificate of Appropriateness (CAD) by the ~~Planning~~ Community Development Department or the Historic District Commission (HDC). Application for a CAD shall be made on forms prescribed by the HDC and shall be made first to the ~~Planning~~ Community Development Department.

(a) Determination of Significance. If, upon review of the application, the Community Development Department concludes that the building, structure or site sought to be demolished is significant according to the standards set forth in §4.13(a) herein, the application shall be processed under §4.16 and 4.17 as appropriate. Upon making said determination of significance, the Community Development Department shall provide a written explanation of its findings to the applicant. Any applicant disagreeing with such determination of significance may request a hearing pursuant to §4.13 within ten (10) days of being given notice of said determination. After the hearing, if the HDC concurs with the staff determination, the application shall be processed according to §4.16 and 4.17 as appropriate. If the HDC determines that the building, structure or site is insignificant, the Community Development Director may issue the CAD after a waiting period as determined by subsection (b)(1) below.

(b) ~~Staff~~ Determination of In-Significance. If, upon review of the application, the ~~Planning~~ Community Development Department concludes that the building,~~-or~~ structure or site sought to be demolished or removed ~~has been determined to not be~~ is not significant according to the standards set forth in §4.13(a) herein, ~~within the context of the neighborhood and community and is not listed as a significant or contributory historic building in the Historic Sites Survey on file in the Planning Department,~~ the Department may determine that issuance of a CAD is appropriate. If such a determination is made, the staff shall schedule the CAD as an informational item on the next available Historic District Commission agenda. The staff shall provide the application, background information, and the findings supporting the staff determination.

1. If the Historic District Commission concurs with the staff determination, ~~the applicant shall have a waiting period the length of which shall be determined~~

~~by the Historic District Commission. The extent of waiting period shall be based upon the condition of the structure, the likelihood that the structure can be moved intact, and the significance of the structure. The maximum waiting period shall be six weeks, during which time the applicant shall advertise the structure, by a method approved by the Planning Department, for relocation to another site. The requirement for the waiting period and advertising may be waived by the HDC based upon a finding that the structure cannot be moved. After the applicant has satisfied the Historic District Commission conditions,~~ the ~~Planning~~ Community Development Director ~~may~~ shall issue a CAD.

2. If the Historic District Commission determines that the building is significant, the applicant shall be required to process the CAD application through the processes outlined under §4.16 and 4.17~~, and 4.18~~ as appropriate, unless the applicant requests a hearing to contest the determination of significance pursuant to §4.13, in which case that section shall apply.

(~~b~~ c) Removal of Hazardous Buildings. If, upon review, the Chief Building Official determines the subject building, ~~or~~ structure or site to be structurally unsound, and a hazardous or dangerous building, the Chief Building Official may issue a CAD.

(~~c~~ d) Requirement for Stay of Demolition. In the absence of a finding either of insignificance or of public hazard, the application for demolition or removal shall be stayed for 180 days.

4.16. PRE-HEARING APPLICATION REQUIREMENTS. Upon refusal of the ~~Planning~~ Community Development Department to issue a CAD, a pre-hearing period of (45) days shall commence, during which time the owner shall allow the City to post and sustain a visible sign stating that the property is "threatened." Said sign shall be at least 3'x 2', readable from a point of public access and state that more information may be obtained from the ~~Planning~~ Community Development Department for the duration of the stay. In addition, the owner shall conduct negotiations with the City for the sale or lease of the property or some interest in the property such as a facade easement, or take action to facilitate proceedings for the City to acquire the property under its power of eminent domain, if appropriate and financially possible.

At the end of the (45) days, the owner may request a hearing before the HDC upon showing that the above requirements have been met and all economic hardship information required by the HDC has been submitted. The applicant must also submit fees in accordance with the Park City Municipal fee schedule. The Department staff shall, within (14) days, notify the owner if any additional information is needed to complete the application. If the Department staff does not notify the owner, the application will be deemed complete. Within (45) days of receiving the completed application, the Department staff shall schedule a hearing regarding the application on the agenda of the HDC.

4.17. **CAD HEARING FOR A ~~COMMERCIAL~~ SIGNIFICANT BUILDING, ~~OR~~ STRUCTURE OR SITE.** ~~For the purposes of this Chapter, "Commercial Building or Site" shall mean and include all real property held primarily for the production of income rather than as an occupied primary or secondary residence for the owner. "Commercial Building or Site" shall include, but not be limited to, any property for which the owner claimed a depreciation deduction under Section 167 of the Internal Revenue Code of 1986 and all non-profit institutional or public properties.~~ At the hearing, the HDC will only approve demolition or removal of an ~~commercial~~ historically significant building, structure or site if the owner has presented substantial evidence that demonstrates that unreasonable economic hardship will result from denial of the demolition or removal application.

(a) **ECONOMIC HARDSHIP CRITERIA.** In order to sustain a claim of unreasonable economic hardship, the HDC may require the owner to provide information pertaining to whether the property is capable of producing a reasonable rate of return for the owner or incapable of beneficial use. The HDC shall adopt by resolution separate standards for investment or income producing and non-income producing properties. Non-income properties shall consist of owner occupied single-family dwellings and non-income producing institutional properties. The information requested by the HDC may include, but not be limited to the following: Purchase date, price and financing arrangements; current market value; form of ownership; type of occupancy; cost estimates of demolition and post-demolition plans; maintenance and operating costs; costs and engineering feasibility of rehabilitation; property tax information; rental rates and gross income from the property.

(b) **CONDUCT OF OWNER EXCLUDED.** Demonstration of economic hardship by the owner shall not be based on conditions resulting from:

(1) Willful or negligent acts by the owner; or

(2) Purchasing the property for substantially more than market value at the time of purchase; or

(3) Failure to perform normal maintenance and repairs; or

(4) Failure to diligently solicit and retain tenants; or

(5) Failure to provide normal tenant improvements.

(c) **WRITTEN FINDINGS.** The HDC shall make written findings supporting their decision in the matter. The HDC may determine that unreasonable economic hardship exists and issue a CAD if the Commission finds that:

(1) For income producing properties, the ~~The~~ building, structure or site cannot be

feasibly used or rented at a reasonable rate of return in its present condition or if rehabilitated and denial of the application would deprive the owner of all reasonable use of the property; ~~and~~ or

~~(2)~~ ~~The building or site cannot be remodelled or rehabilitated in a manner which would allow a reasonable use of or return from the property to the property owner.~~ For non-income producing properties, the building, structure or site has no beneficial use as a residential dwelling or for an institutional use in its present condition or if rehabilitated, and denial of the application would deprive the owner of all reasonable use of the ppoperty; and

~~(3) Rehabilitation or remodelling that would be compatible with preservation of the building or structure site is infeasible; and~~

(2 ~~4~~) The building, structure or site cannot be feasibly moved or relocated ~~within the Historic District~~.

(d) **FINAL DECISION**.

(1) APPROVAL- If the HDC approves the application and issues the CAD, the owner may apply for a demolition permit with the Building Department and proceed to demolish the building, structure or site in compliance with other regulations as they may apply. The HDC may, as a condition of approval, require the property owner to provide the HDC with documentation of the building, structure or site according to the standards of the Historic American Building Survey (HABS). Such documentation may include photographs, floor plans, measured drawings, an archeological survey or other information specified by the HDC. The HDC may also require the owner to incorporate an appropriate memorialization of the building, structure or site, such as a photo display or plaque, into the proposed replacement project of the property. Approval of a CAD shall be valid for one year.

(2) DENIAL- If the HDC denies the application for demolition, the owner shall not demolish the building, structure or site and the City may provide the owner with information regarding financial assistance for the necessary rehab or repair work, as it becomes available. The owner may not re-apply for demolition for a period of three years from the date of the HDC's final decision, unless the building, structure or site is structurally unsound or ~~other~~ substantial changes in circumstances have occurred other than those caused by the negligence or intentional acts of the owner, in which case the owner may apply as conditions warrant.

(3) APPEAL- All final decisions of the HDC ~~are appealable~~ may be appealed to the City Council within ten (10) days ~~and are also subject to call up by the~~

City Council.

4.18. **CAD HEARING FOR A RESIDENTIAL BUILDING OR SITE.** For the purposes of this Chapter, "Residential Building or Site" shall mean any owner occupied property used as a primary or secondary home. It does not include any property used in rental pools or any property falling within LMC § 4.17. If the HDC finds that the owner failed to comply with the pre-hearing application requirements of LMC § 4.16, the Commission may issue up to an additional 180 day stay of demolition to allow the City sufficient time to undertake a pre-hearing evaluation to examine possible alternatives to the demolition or removal of the property. Upon completion of the pre-hearing evaluation, the applicant may request a hearing before the HDC and the Department shall schedule a hearing regarding the application on the agenda of the HDC.

(a) **ECONOMIC HARDSHIP CRITERIA.** At the hearing, the owner must be prepared to provide information including, but not limited to, the following: type of occupancy, market value, feasibility of rehabilitation, property tax assessment and post demolition plans.

(b) **IRRELEVANT CRITERIA.** In determining whether economic hardship exists, the HDC may not consider the most profitable use of the property or any factors resulting from the willful neglect of the property by the owner.

(c) **WRITTEN FINDINGS.** The HDC shall make written findings supporting its decision in the matter. The HDC may authorize issuance of a CAD if it determines that:

(1) Denial of the application would deprive the owner of all reasonable use of the property; and

(2) The building or site cannot be feasibly renovated or rehabilitated to make it reasonably usable; and

(3) Relocation of the building or site to another location within the Historic District is infeasible.

(d) **FINAL DECISION.**

(1) APPROVAL. If the HDC approves the application, the CAD will be issued and the owner may proceed to demolish the building or site after obtaining a demolition permit from the Building Department and in compliance with other regulations as they may apply. The HDC may, as a condition of approval, require the owner to provide the HDC with documentation of the building or site as specified in LMC § 4.17.5(A). Approval of a CAD shall be valid for one year.

~~(2) DENIAL. In the event the HDC recommends denial of the application, and consultations with the owner, as specified in LMC § 4.16, do not result in an agreement to retain the building or site, the HDC shall recommend whether or not the building or site should be purchased, leased or otherwise acquired by the City. Said recommendation shall be forwarded to the City Council at its next regular meeting for determination. If the City chooses not to provide the owner with economic assistance, acquire the property or take any other action to preserve the building or site, the CAD will be issued at the end of the applicable stay of demolition. The owner may then proceed to demolish the building or site, after obtaining a demolition permit from the Building Department and in compliance with other regulations as they may apply. The HDC, may as a condition of issuing the CAD, require the owner to provide the HDC with documentation of the building or site as specified in LMC § 4.17.5(A).~~

~~(3) APPEAL. All final decisions of the HDC are appealable to the City Council and are also subject to call up by the City Council.~~

~~4.19.~~4.18. NEW CONSTRUCTION. New construction and exterior remodeling within the Historic District zones shall conform to architectural standards and regulations promulgated by the Historic District Commission and adopted by the City Council. These standards shall be applied by the staff and the Commission, subject to the review process.

SECTION 2. Effective Date. This ordinance shall take effect upon its publication.

DATED this 25th day of August, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth Gezelius, Mayor-Pro-Tem

Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

Mark D. Harrington, Asst. City Attorney

Ordinance No. 94-31

AN ORDINANCE APPROVING THE FINAL PLAT FOR SILVER MEADOWS ESTATES - 49 UNITS LOCATED AT HIGHWAY 248 PARK CITY, UTAH

WHEREAS, the owners of property known as the Silver Meadows Estates petitioned the Planning Commission for approval of the final plat; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed conversion on July 27, 1994; and

WHEREAS, it is in the best interest of Park City to approve the final plat as it continues to address the affordable housing needs of Park City residents;

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

SECTION 1. FINAL PLAT APPROVED. The final plat for Silver Meadows Estates is hereby approved and the dedications therein accepted as shown on the attached Exhibit B with the following condition:

1. Prior to plat recordation, the City Attorney, and City Engineer shall have reviewed and approved the final plat Covenants, Conditions, and Restrictions

2. All standard conditions of approval (Exhibit A) and final conditions of approval for the approved small scale master planned development apply (Exhibit C).

However, nothing herein shall constitute an acceptance of public improvements.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect immediately.

PASSED AND ADOPTED this 25th day of August, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D. Gezelius

Ruth D. Gezelius, Mayor Pro Tem

Attest:

Anita L. Sheldon

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

PARK CITY SUMMIT COUNTY UTAH CORPORATE

SILVER MEADOWS FINAL PLAT
Exhibit A - Standard Conditions Of Approval

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT REVIEW REQUIREMENTS

Note: In addition to any specific conditions attached to the approval, **all** projects shall comply with these standards.

1. The proposed project is approved as indicated on the approved and signed plans, except as modified by conditions, in accordance with adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code, the Uniform Building and related Codes, and the Park City Design Standards, Construction Specifications, and Standard Drawings.

2. All modifications to plans as specified by conditions, all landscape plans, and all color samples or chips shall be submitted to and approved by the Planning Department prior to the issuance of any building permits.

3. Final landscaping plans shall be reviewed and approved by the Planning Department prior to building permits being issued. Landscaping is to be completely installed prior to occupancy or an acceptable guarantee, in accordance with the Land Management Code, posted in lieu thereof. Construction staging areas shall also be clearly defined and approved and shall be placed so as to minimize additional site disturbance.

4. Final grading, drainage, utility, and erosion control/ revegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction.

5. Public improvements (roads, curb and gutter, sidewalks, water, lighting, etc.) to be installed are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees posted prior to occupancy.

6. Any desired modifications to approved plans after the issuance of a building permit must be specifically requested and approved in writing prior to execution.

7. Trash receptacles and refuse containers shall be placed below grade, located within a fully enclosed structure, or otherwise screened in a manner acceptable to both the Planning and Public Works Departments.

8. Outside utility meters, all mechanical equipment or devices, and any other utility structures, when not fully enclosed, shall be screened from view. Any mechanical or similar equipment visible on the exterior of the building shall be specifically reviewed and approved by the Planning Department for architectural and aesthetic compatibility.

9. Any exterior lighting which either exposes the source of illumination or possibly illuminates areas beyond the property, shall be subject to review and approval by the Planning Department.

10. A signed Line Extension Agreement with the Snyderville Basin Sewer Improvement District must be instrumented and evidence of compliance with the District's fee requirements must be presented at time of building permit issuance.

11. Lockout units are not permitted unless specifically approved.

12. Plans shall conform to the design standards for the handicapped as required by applicable laws.

13. Access on state highways to be reviewed and approved by State Highway Permits Officer.

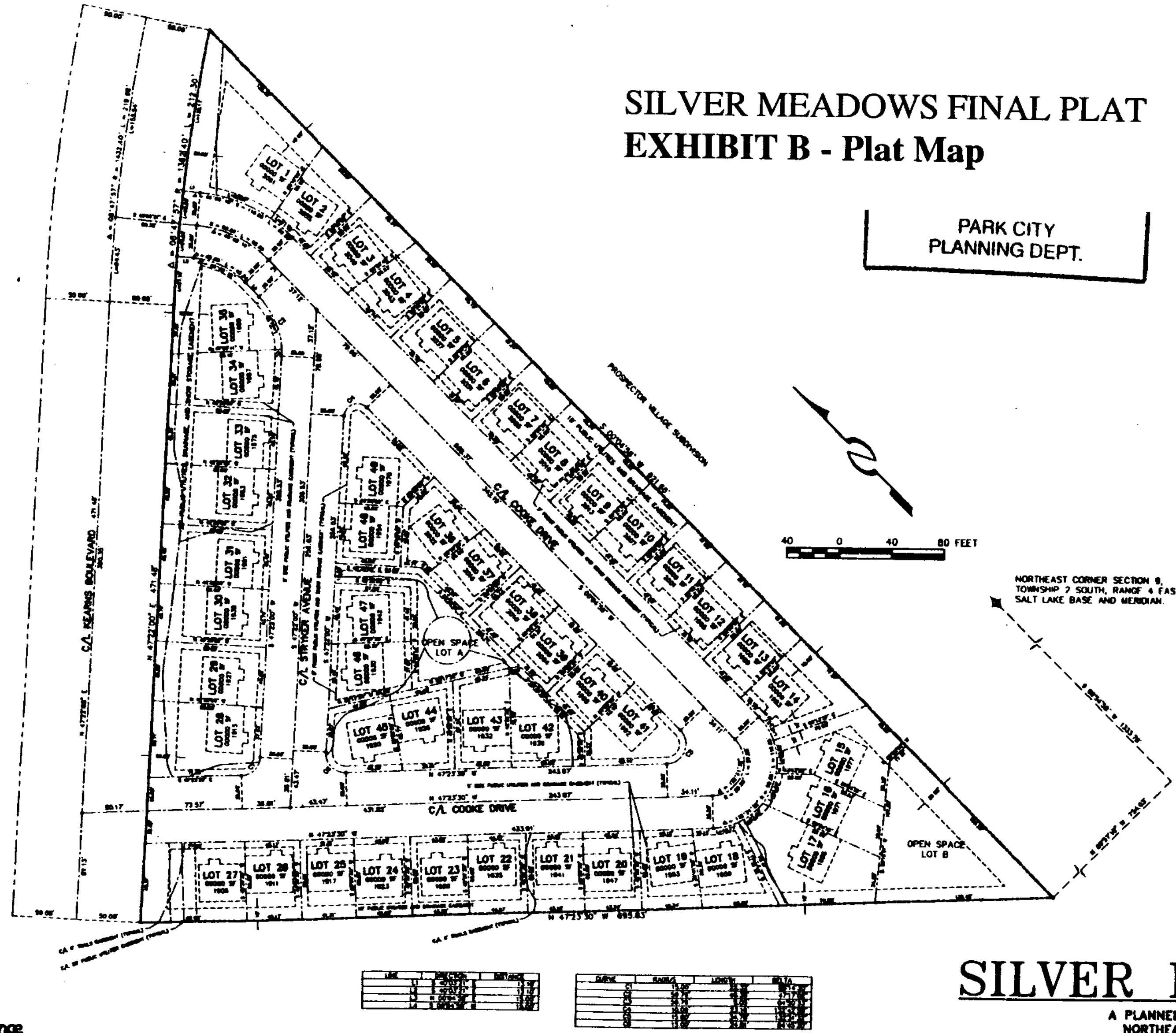
14. The applicant is responsible for the complete fulfillment of all conditions of project approval.

15. The applicant shall be required to have contacted the postmaster.

16. Subdivisions resulting in a net increase in the number of lots shall be required to pay a Parks fee on a per lot basis, prior to plat recordation.

SILVER MEADOWS FINAL PLAT
EXHIBIT B - Plat Map

PARK CITY
PLANNING DEPT.



SURVEYOR'S CERTIFICATE

I, JOHN DEMKOWICZ, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 163831 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREIN AND SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC EASEMENTS, AND PUBLIC RIGHT-OF-WAYS TO BE HEREAFTER KNOWN AS SILVER MEADOWS ESTATES AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED AS SHOWN ON THIS PLAT.

JOHN DEMKOWICZ L.S. NO 163831   DATE

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S 00°54'58" W 1333.78 FEET AND N 89°57'18" W 754.03 FEET FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE N 47°23'30" W 895.83 FEET TO THE SOUTHEASTERLY LINE OF STATE HIGHWAY U-248; THENCE N 47°22'00" E ALONG SAID SOUTHEASTERLY LINE 471.48 FEET TO A POINT OF A 1382.40 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 212.30 FEET; THENCE S 00°04'58" W 921.66 FEET TO THE POINT OF BEGINNING.
DESCRIPTION CONTAINS 00000 SQUARE FEET.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC RIGHT-OF-WAYS, TOGETHER WITH EASEMENTS AS SET FORTH ON THIS RECORD OF SURVEY PLAT TO BE KNOWN HEREAFTER AS SILVER MEADOWS ESTATES, DOES HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC USE ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND FURTHER CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH UTAH LAW.

ALSO, THE OWNER HEREBY DEDICATES TO SUMMIT COUNTY, SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, AND PARK CITY FIRE PROTECTION DISTRICT A NON-EXCLUSIVE EASEMENT OVER THE UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE USE AND EVENTUAL REPLACEMENT.

IN WITNESS WHEREOF, THE UNDERSIGNED SET HIS HAND THIS ______ DAY OF ______________, 1994.

SILVER MEADOWS ESTATES L.C.
A UTAH CORPORATION

BY: ______________________
PETER S. COOKE
PRESIDENT

ACKNOWLEDGEMENT

STATE OF UTAH)
:SS
COUNTY OF SUMMIT)

ON THIS ______ DAY OF ______________, 1994, PETER S. COOKE, PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, WHO BEING DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF SILVER MEADOWS ESTATES L.C., A UTAH CORPORATION, AND THAT THE HEREON CERTIFICATE OF CONSENT TO RECORD WAS SIGNED IN BEHALF OF SAID CORPORATION, BY THEIR AUTHORITY, AND PETER S. COOKE ACKNOWLEDGED TO ME THAT THE CORPORATION DID EXECUTE THE SAME.

____
NOTARY PUBLIC
RESIDING AT: ______________

MY COMMISSION EXPIRES:

____

SILVER MEADOWS ESTATES

A PLANNED UNIT DEVELOPMENT SUBDIVISION LOCATED IN THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

JOB NO. 9-6-94   FILE SM\D\PLATP1

ALLIANCE ENGINEERING INC.
P.O. BOX 2884
323 MAIN STREET
PARK CITY, UTAH 84060
(801) 649-9467

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ______ DAY OF ____________, 1994 A.D.
BY ______________ S.B.S.I.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ____________, 1994 A.D.
BY ______________ CHAIRMAN

ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ____________, 1994 A.D.
BY ______________ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ____ DAY OF ____________, 1994 A.D.
BY ______________ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ____________, 1994 A.D.
BY ______________ PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ____________, 1994 A.D.
BY ______________ MAYOR

RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______________
DATE ______ TIME ______ BOOK ______ PAGE ______
______ FEE   ______ RECORDER

EXHIBIT C

Final Conditions of Approval for SILVER MEADOWS ESTATES

1. All standard conditions of approval shall apply. **Please see Exhibit A.**

2. The project shall meet all Park City Building Standards and Design Guidelines. Staff shall approve all final materials and colors.

3. The final Landscape plan shall be approved by the City's Landscape Architect and shall include berming along Kearns Boulevard and the portion of the property that abuts Prospector Village prior to commencement of construction.

4. The permanent maintenance of all pedestrian pathways, including snow removal, shall be the responsibility of the Homeowner's Association.

5. The final plat shall be reviewed and approved by the Planning Commission and City Council.

6. Prior to commencement of construction or final plat recordation, whichever comes first, a security shall be posted to ensure adequate installation of public improvements including, but not limited to, landscaping and pedestrian paths.

7. The Planning Staff and City Engineer shall work with the Developer, PSC, to provide a minimum four foot strip demarcation along the roadway for purposes of recreational and pedestrian access.

8. All outdoor storage in yards shall be prohibited.

9. The minimum rear yard setback on the eastern portion of the property shall increase by 5 feet resulting in setbacks that range from a minimum of 18 feet to a maximum of 41 feet.

10. The Developer and Planning Staff shall work to restrict the number of occupants in each units using the Federal Tax Credit program requirements as guidelines.

11. Fencing for minor animal enclosures and for the portion of the property that abuts Prospector Village shall be provided by the developer. No other fencing shall be provided.

12. The City shall be encouraged to develop the trails system to the north of the site.

13. It is the understanding that the project shall be completed in one development phase. If two phases for construction are required then the developer shall be required to return to the Planning Commission for further review and approval.

14. The Planning Commission approved a motion to recommend to the City Council that they consider providing opportunities for the following groups as they deliberate the Developer's subsidy request: Teachers, Peace Officers, and City employees.

15. Prior to plat recordation the City Council, City Attorney, and City Engineer shall have reviewed and approved the final plat and Covenants, Conditions and Restrictions.

16. All properties that are landscaped shall be commonly maintained.

ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge the conditions by which the project referred to above was approved.

Applicant Signature

Date 3 Dec. 94

NO CONSTRUCTION SHALL BE PERMITTED UNTIL A SIGNED COPY OF THIS LETTER, SIGNIFYING CONSENT TO THE CONDITIONS OUTLINED ABOVE, HAS BEEN RETURNED TO THE PLANNING DEPARTMENT.

Ordinance No. 94-30

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS AT ASPEN SPRINGS RANCH PHASE 1 SUBDIVISION

WHEREAS, Aspen Springs Ranch Phase 1 Subdivision was approved by the Park City Council on May 23, 1991; and

WHEREAS, construction of the public improvements has been accomplished by the developer, including the public streets known as Delta Drive, Meadows Drive, and Aspen Springs Drive; and

WHEREAS, Park City has adopted Ordinance 87-13 on October 22, 1987, which provides for the City Council to accept (by Ordinance) (ref. LMC Sec. 15.3.1.(g)) those public improvements which are dedicated and built in accordance with Ordinance 87-13; and

WHEREAS, the public improvements within Aspen Springs Ranch Phase 1 were installed in accordance with the ordinances in effect at the time of plat recordation and have been duly inspected by the City Engineer;

NOW, THEREFORE, BE IT ORDAINED by Park City as follows:

SECTION 1. ACCEPTANCE. That the City hereby accepts from the developer all public improvements at Aspen Springs Ranch Phase 1 which were intended for City ownership.

SECTION 2. IMPROVEMENTS. That the Developer shall replace, at his expense, all concrete gutter which has already spalled (approximately 120 linear feet) together with any and all other failed improvements within 12 months after the date of adopted of this ordinance.

SECTION 3. SNOW REMOVAL. Snow plowing responsibilities still lie with the Developer until such time as 50% of the lots are occupied.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective upon adoption.

PASSED AND ADOPTED this 28th day of July, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. [illegible]

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

Ordinance No. 94-29

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS AT FAIRWAY MEADOWS SUBDIVISION

WHEREAS, Fairway Meadows Subdivision was approved by the Park City City Council on January 23, 1992; and

WHEREAS, construction of the public improvements has been accomplished by the developer, including the public streets known as American Saddler Drive, Estates Drive, Pine Hurst Court, Augusta Court, Spy Glass Court, and Saint Andrews Court; and

WHEREAS, Park City adopted Ordinance 87-13 on October 22, 1987, which provides for the City Council to accept (by Ordinance) [ref. LMC Sec. 15.3.1(g)] those public improvements which are dedicated and built in accordance with Ordinance 87-13; and

WHEREAS, the public improvements within Fairway Meadows were installed or repaired in accordance with the ordinances in effect at the time of plat recordation and have been duly inspected by the City Engineer;

NOW THEREFORE BE IT ORDAINED by Park City as follows:

SECTION 1. That the City hereby accepts from the developer all public improvements at Fairway Meadows which were intended for City ownership;

SECTION 2. Snowplowing responsibilities still lie with the developer until such time as 50% of the lots are occupied.

SECTION 3. This ordinance shall be effective upon adoption.

PASSED AND ADOPTD this 23rd day of June, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D. Gezelius

Ruth D. Gezelius, Mayor Pro Tem

Attest:

Anita L. Sheldon

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman

Jodi F. Hoffman, City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Ordinance No. 94-28

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS AT ROYAL OAKS PHASE 1 SUBDIVISION

WHEREAS, Royal Oaks Phase 1 Subdivision was approved by the Park City City Council on April 9, 1991; and

WHEREAS, construction of the public improvements has been accomplished by the developer, including a portion of the public street known as Sun Ridge Drive; and

WHEREAS, Park City adopted Ordinance 87-13 on October 22, 1987, which provides for the City council to accept (by Ordinance) [ref. LMC Sec. 15.3.1(g)] those public improvements which are dedicated and built in accordance with Ordinance 87-13; and

WHEREAS, the public improvements within Royal Oaks Phase 1 were installed in accordance with the ordinances in effect at the time of plat recordation and have been duly inspected by the City Engineer;

NOW THEREFORE BE IT ORDAINED by Park City as follows:

SECTION 1. That the City hereby accepts from the developer all public improvements at Royal Oaks Phase 1 which were intended for City ownership;

SECTION 2. Snowplowing responsibilities still lie with the developer until such time as 50% of the lots are occupied.

SECTION 3. This ordinance shall be effective upon adoption.

PASSED AND ADOPTED this 23rd day of June, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D. Gezelius

Ruth D. Gezelius, Mayor Pro Tem

Attest:

Anita L. Sheldon

Anita L. Sheldon, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Approved as to form:

Jodi F. Hoffman, City Attorney

Ordinance No. 94-27

AN ORDINANCE APPROVING CONDOMINIUM OWNERSHIP ON LOT 2 OF THE SNOWPARK SUBDIVISION, LOCATED AT 680 ROSSI HILL DRIVE, PARK CITY, UTAH

WHEREAS, the owners of property known as Lot 2 petitioned the Planning Commission for approval of the conversion of condominiums and final plat; and

WHEREAS, proper notice occurred and the Planning Commission held a public hearing to receive input on the proposed conversion on June 8, 1994; and

WHEREAS, on June 8, 1994, the Planning Commission approved the conversion of condominiums and a map of the final plat attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of Park City, Utah to approve the final plat;

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

SECTION 1. DETERMINATION OF FINDINGS. The conversion of Lot 2 at 680 Rossi Hill Drive is approved, as shown on Exhibit A with the following condition:

Prior to plat recordation, the City Council, City Attorney and City Engineer shall have reviewed and approved the final plat.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective immediately.

PASSED AND ADOPTED this 23rd day of June, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D. Gezelius

Ruth D. Gezelius, Mayor Pro Tem

Attest:

Anita L. Sheldon

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman

Jodi F. Hoffman, City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

ORDINANCE NO. 94-26

AN ORDINANCE CODIFYING CERTAIN ORDINANCES, WITH AMENDMENTS, AND REPEALING ALL INCONSISTENT ORDINANCES, INCLUDING THE 1976 MUNICIPAL CODE OF PARK CITY.

WHEREAS, the City Council did enact the Municipal Code of the City of Park City, Utah, in 1976; and

WHEREAS, the City Council views the updating, codification and indexing of all of the City's existing ordinances as a priority in assisting the public and staff in upholding the laws of the City of Park City; and

WHEREAS, the codification of all ordinances adopted by the City since the 1976 edition of the Municipal Code has been a considerable task and until now has been predominately accomplished by a "Title-by-Title" approach; and

WHEREAS, it is in the best interest of the City to codify in the "Municipal Code of Park City" the remaining un-codified ordinances listed below and repeal the "1976 Municipal Code of the City of Park City" in its entirety;

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

SECTION I. Ordinance No. 80-13A, establishing a Board of Appeals, is hereby codified, with amendments, as a new section 2-4-16 to the Municipal Code of Park City ("MCPC") as follows:

2-4-16. BOARD OF APPEALS CREATED. ~~That there be~~ There is hereby created a Board of Appeals consisting of three members who are qualified by experience and training to pass upon matters pertaining to building construction.

(a) The Chief Building Official shall be an ex officio member and shall act as Secretary of the Board. The Board of Appeals shall be appointed by the Mayor and City Council and hold office at their pleasure.

(b) The Board shall adopt reasonable rules and regulations for conducting its investigations and its decisions and findings shall be in writing to the Chief Building Official with duplicate copies to the appellant.

(c) A copy of all rules and regulations adopted by the Board shall be delivered to the Chief Building Official who ~~which~~ will make them available to the public without cost.

(d) The Board shall hear all appeals filed according to the Uniform Building Code, Chapter Five of the Code for the Abatement of Dangerous Buildings and Chapter Twelve of the Uniform Housing Code.

(e) Any appeal made to the Board pursuant to the Uniform Building Code shall be within thirty (30) days of approval or denial of the permit. The time of appeal for actions under the Code for the Abatement of Dangerous Buildings and the Uniform Housing Code shall be as specified in each of those respective codes, but in no instance longer than thirty (30) days.

SECTION II. Ordinance No. 90-08, as amended, is hereby codified as a new section 2-4-17 of the MCPC as follows:

2-4-17. PARKS, RECREATION AND BEAUTIFICATION ADVISORY BOARD CREATED. There is hereby created a Parks, Recreation and Beautification Advisory Board. The Board shall consist of 12 (twelve) members including one representative from the City Council who is a non-voting member. Members shall be residents of Park City and shall serve without compensation.

(a) TERM OF SERVICE, REMOVAL AND VACANCIES. Members of the Parks, Recreation and Beautification Advisory Board shall be appointed by the Mayor with the advice and consent of the City Council and serve terms of two years. The terms shall be staggered so that five (5) or six (6) members shall be appointed each year. The Council shall appoint one of its members to serve as the 12th (twelfth) member for a term consistent with the member's City Council term of office. The terms shall begin on January 15 and end on January 14 of each year.

Any board member who is absent from two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the City Council and asked to resign or be removed for cause by the Council. Vacancies in the Board occasioned by removals, resignations, or otherwise, shall be filled for the unexpired term in the same manner as the original appointments. Ex-officio members may include a staff member or representative from public agencies, community organizations, or City staff. Ex-officio members serve at the invitation of the Board and have no vote.

(b) OFFICERS AND THEIR DUTIES. At its annual January meeting, the Board shall elect a Chairman, Vice-Chairman and any additional officers as necessary. The Chairman shall preside at all meetings, appoint all committees, call special meetings, and generally perform the duties of a presiding officer. The Chairman shall have the right to vote. The Vice-chairman shall preside when the Chairman is absent. The agenda for meeting shall be prepared by the Parks and Recreation Director and the Chairman.

(c) PURPOSE AND DUTIES OF THE BOARD. The purpose and duties of the Park City Parks, Recreation and Beautification Board are as follows:

(i) To advise the Parks and Recreation staff and the City Council on parks and recreation policy.

(ii) To advise the parks planning staff on parks, recreation and beautification projects.

(iii) To support and promote the policies and programs of the Parks and Recreation Departments and parks planning department.

(iv) To work with staff to recommend and support budget priorities concerning parks, recreation and beautification projects and programs.

(v) To serve as liaison between the community and public agencies on parks, recreation and beautification issues within Park City.

(vi) To initiate and promote parks, recreation and beautification planning and programs.

(vii) To stimulate community involvement and support for parks, recreation and beautification projects and programs.

(d) MEETINGS AND PROCEDURES. The Board shall adopt rules and regulations not inconsistent with the law for governing of its meeting. The Board shall meet a minimum of four times per year with the Board establishing a meeting time and place. Special meetings may be called at the request of the Parks and Recreation Director or Chairman of the Board. A quorum for the transaction of business shall be a simple majority of the Board members. When vacancies occur, a simple majority of the remaining Board members shall constitute a quorum. Minutes shall be kept at all meetings.

(e) COMMITTEES. Special committees for the study of particular problems may be appointed by the Chairman to serve until they have completed the work for which they were appointed. Two standing committees shall be established. These shall be the Recreation Committee and the Parks/Beautification Committee. Each committee shall develop its own goals and objectives, as needed. These shall be reviewed by the full Board. The Chairman of the Parks, Recreation and Beautification Board shall appoint a chairman for each committee.

SECTION III. Ordinance 80-4, creating a Library Board, as amended, is hereby codified as a new section 2-4-18 of the MCPC as follows:

2-4-18. LIBRARY BOARD CREATED. There is hereby created a Library Board of Directors to be appointed by the City Council and chosen from ~~the citizens at large~~ Park City residents. The Board of Directors shall consist of not less than five members and not more than nine members. Not more than one member of the governing body shall be, at any one time, a member of such board. Directors shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds.

(a) Terms- Election of Officers- Removal- Vacancies. Directors shall be appointed for three year terms, but shall serve until their successors are appointed ~~and qualify~~. Initially, appointments shall be made for one, two and three year terms. Annually thereafter, the governing body shall, before the first day of July each year, appoint directors for three year terms ~~directors~~ to take the place of the retiring directors. Directors shall serve not more than two full terms in succession. Following such appointments, the directors shall meet and elect a chairman and such other officers, as they deem necessary for one year terms. Any director absent from two (2) consecutive regularly scheduled meetings or a total of four (4) regularly scheduled meetings per calendar year may be called before the City Council and asked to resign or be removed for cause. Vacancies in the Board of Directors occasioned by removals, resignations or otherwise shall be filled for the unexpired term in the same manner as original appointments.

(b) Powers and Authority of the Board. The Library Board of Directors may with the approval of the governing body have control of the expenditure of the Library Account, of construction, lease or sale of Library buildings and land, and of the operation of the Library. The Board shall be responsible for the maintenance and care of the Library and shall establish policies for its operation.

(c) Rules and Regulations. The Library Board of Directors shall make, amend and revoke ~~and adopt~~ rules and regulations, not inconsistent with the law, for the governing of the library. The library shall be free to the use of the inhabitants of Park city, subject to the rules and regulations adopted by the Board. The Board may exclude from the use of the Library any and all persons who shall willfully violate such rules. The Board may extend the privileges and use of the Library to persons residing outside of the City upon such terms and conditions as it may prescribe by its regulations.

(d) Annual Reports. The Library Board of Directors shall make an annual report to the governing body of the City on the condition and operation of the library, including a financial statement. Such report may be in the form of budget documents submitted each year to the City Council. The Directors shall also provide for the keeping of such records as shall be required by the Utah State Library in its request for an annual report from the public libraries, and shall submit such an annual report to the State Library.

(e) ~~Directors to Appoint~~ Personnel. The Library Board of Directors shall appoint a competent person as librarian to have immediate charge of the library with such duties and compensation for his/her services as it shall fix and determine. The librarian shall act as the executive officer for the Library Board. The Board shall appoint, upon the recommendation of the librarian, other personnel as needed. The Board may delegate the authority of this section to the City Manager and provide for the inclusion of Library personnel in the City personnel system pursuant to U.C.A. § 10-3-1104, or any successor provision.

(f) Donations. Any person desiring to make donations of money, personal property, or real estate for the benefit of the Library shall have the right to vest the title to the money, personal property or real estate so donated, in trust for the benefit of the Library. All monetary donations shall be held in the City treasury to the credit of the Library account, and may not be used for any purpose except that of the Library. These funds shall be drawn upon by the authorized officers of the City only upon presentation of the properly authenticated vouchers or purchase order of the Board ~~the board of directors thereof, to be held and controlled by such board, when accepted, according to the terms of the deed, gift, devise or bequest of such property; and as to such property the board shall be held and considered to be trustees.~~

(g) Consolidation. The Board of Directors may cooperate, merge, or consolidate with county libraries, boards of education, governing boards of other educational institutions, library agencies and political subdivisions to provide library services. When the City Library consolidates with a county library, the Board shall convey all assets and trust funds to the county library board of directors and the City Library shall cease operation.

SECTION IV. Ordinance No. 80-15, levying a tax on the gross revenues of businesses in competition with utilities, is hereby codified with amendments as a new section 4-9-7 to the MCPC as follows:

4-9- 7. TAX ON THE GROSS REVENUES OR BUSINESSES IN COMPETITION WITH UTILITIES. Tax levied. There is hereby levied on the business of every person or company engaged in the business within this city, of supplying telephone services, gas or electric energy in competition with any public utility, an annual license tax based on the revenue derived form the sale and use of the service or equipment of such business from users located with the city limits of Park City.

(a) Definitions. As used in this ordinance:

(i) "In competition with public utilities" means to trade in products or services within the same market as a public utility taxed pursuant to ~~the franchise ordinances of this City (Ordinances 7-73, 5-73 and 14-73)~~ § 4-9-2.

(ii) "Gross revenue" means ~~the revenue derived from the sale and use of public utility services with Park City, but "Gross revenue" as applied to the telephone utility means the basic local exchange service revenue received from subscribers located within Park City and directly connected with the switchboards of the telephone utility located in Park City~~ all revenue generated from the sale of the person's product or service within Park City's corporate limits. Telephone and telecommunication services shall be treated the same as in § 4-9-4.

(iii) "Public utility service" means the sale and use of electrical power and energy, natural gas and local exchange telephone services.

(b) Amount of Tax. The amount of the annual license tax hereby levied shall be equal to three and one-half ~~two and one-half~~ percent of the gross revenue derived from the sale of services or equipment of all businesses in competition with public utilities from users located within Park City ~~from and after the effective date of this ordinance~~.

(c) Reports and Payment of Tax. Within forty-five days after the close of each quarter in a calendar year, businesses in competition with public utilities shall file with the City Treasurer a report of its gross revenues derived from the sale and use of services and equipment which is in competition with the use of services and equipment provided by public utilities and taxed by the City. The report shall also contain a computation of the amount of the tax due the City. The business taxed pursuant to this ordinance shall be paid to the City Treasurer the amount due at the same time the report is filed.

~~**(d) Severability.** The provisions of this ordinance are severable and if any portion of this ordinance is held to be unlawful the remaining provisions shall not be thereby affected.~~

(d f) Penalty. Any person or business which violates any provision of this ordinance is guilty of a class B misdemeanor.

SECTION V. Ordinance No. 83-7, as amended, imposing a general sales tax of 1% under the Local Option Resort Cities Sales Tax legislation, is hereby codified as a new Chapter 10 to Title 4 of the MCPC as follows:

CHAPTER 10 - LOCAL OPTION RESORT CITIES SALES TAX

4-10-1. FINDING OF ELIGIBILITY. The enabling legislation supporting this local option general sales tax provides that the tax may be imposed only in those cities where the transient room capacity equals or exceeds the permanent census population. Based on information provided by the City Planning Department, ~~and~~ the Park City Chamber and Convention Bureau, and the ~~1980~~ 1990 Untied States Census, the Council finds that the official permanent census population of Park City is ~~2,823~~ 4468. The Council further finds that there are in excess of ~~3,000~~ 3580 housing units within the City that are used for transient lodging purposes and that these units contain, in many cases, accommodations for large groups. The total estimated transient room capacity of Park City is in excess of ~~6,000~~ 12,000 people. The Council finds that Park City is eligible to impose the local option tax.

4-10-2. TAX IMPOSED. ~~From and after the effective date of this ordinance,~~ There is levied and there shall be collected and paid a tax upon every retail sale within Park City of tangible personal property, services, meals, lodging, admission to places of recreation, entertainment or amusements, utility service and all other personal property taxed under Title 59, Chapter 12 ~~15~~ of the Utah Code Annotated, within Park City at the rate of 1% of the retail selling price.

4-10-3. PLACE OF SALE. For the purpose of this ordinance all retail sales shall be presumed to have been consummated at the place of business of the retailer unless the tangible personal property is sold and delivered by the retailer or its ~~his~~ agent to an out-of-state destination or sold or delivered to a common carrier, including the United States Postal Service, for delivery to an out-of-state destination. In the event the retailer has no permanent place of business in the City, or has more than one place of business, the place or places at which the retail sales are consummated shall be as determined under the rules and regulations prescribed and adopted by the State Tax Commission of Utah for the administration of the local sales tax under Title 59 ~~11~~, Chapter 12 9, Section 201 et al, or any successor provision, of the Utah Code. Public utilities, as defined by Title 54, Utah Code Annotated, 1953, shall not be obligated to determine the place or places within any municipality where public utility services are rendered, but the place of sale or the sales tax revenues arising from such service allocable to the City shall be determined by the State Tax Commission pursuant to an appropriate formula and other rules and regulations prescribed and adopted by the Commission for the application of the general sales tax.

4-10-4. COLLECTION AND PAYMENT OF TAX. The tax imposed by this ordinance is in addition to and not in lieu of the general sales tax imposed under the provisions of the ~~Uniform~~ Local Sales and Use Tax Ordinance adopted by Park City, and the state sales

tax under Title 59 ~~11~~, Chapter 12 of the Utah Code ~~under Title 59, Chapters 15 and 16, Utah Code Annotated~~. The procedure for collection and payment of this tax shall be identical to the procedure prescribed by Title 59, Chapter 12 ~~15 and 16, and Title 11, Chapter 9~~ of the Utah Code and the State Tax Commission Regulations adopted under that Chapter ~~these sections~~. ~~Prior to the effective date, the City shall contract with the State Tax Commission for collection and all other functions incident to the administration and operation of this tax for so long as the tax is imposed.~~

4-10-5. STATE STATUTES APPLICABLE.

(a) Except as hereinafter provided, and except as they are inconsistent with the provisions of the ~~Uniform~~ Local Sales Tax Law of Utah, ~~Title 11, Chapter 9 of the Utah Code,~~ all other ~~of the~~ provisions of Title 59, Chapter 12 ~~15~~ pertaining to sales tax as in force at the effective date of this Ordinance, and as thereafter amended, are hereby adopted in full and made a part of this ordinance as though fully set forth herein, except for the provisions stating the rate of the tax applied~~, and Sections 59-15-1 and 59-15-21~~.

(b) Wherever, and to the extent that in U.C.A. Chapter 12 ~~15~~, Title 59, ~~Utah Code Annotated, 1953,~~ the state of Utah is named or referred to as the taxing agency, the name of Park City shall be substituted therefor. Nothing in this paragraph shall be deemed to require substitution of the name of the municipality for the word "state" when that word is used as part of the title of the State Tax Commission, or of the Constitution of Utah, nor shall the name of the municipality be substituted for that of the state in any section when the result of that substitution would require action to be taken by or against the City or any agency thereof, rather than by or against the State Tax Commission in performing the functions incident to the administration or operation of this ordinance.

(c) If an annual license has been issued to a retailer under U.C.A. Title 59, Chapter 12 ~~Section 59-15-3, Utah Code Annotated, 1953~~, an additional license shall not be required by reason of this section.

4-10-6. DEFINITIONS. For purposes of this ordinance, all terms used shall have the same meaning and definition as applied to those terms by the provisions of ~~Title 11, Chapter 9, and~~ Title 59, Chapter 12 ~~15~~, of the Utah Code and the State Tax Commission regulations adopted under that Chapter ~~those sections~~, unless superseded by the definitions provided below:

(a) **Purchase Price**. The purchase price for a retail sale of tangible personal property subject to the tax shall be the gross selling price, before any trade-in adjustments or allowances, exclusive of the state general sales tax imposed by the state of Utah by Title 59, Chapter 12 ~~15~~, and exclusive of the local option sales tax imposed by the City under the ~~Uniform~~ Local Sales and Use Tax Law, ~~Title 11, Chapter 9, of the Utah Code~~ U.C.A. Title 59, Chapter 12, and the local ordinance adopting that tax, so that each of these sales taxes is

imposed independently on the retail sales price, and does not result in the application of this tax on the amount of the other sales taxes on the same sale.

(b) **Wholesale Sales**. The term "wholesale" shall mean a sale of tangible personal property by any person to a retailer, merchant, jobber, dealer, or commission agent or another wholesaler for the purposes of resale within a retail business. For the purposes of this ordinance and not for the general sales taxes imposed by Title 59, Chapter 12 ~~15, or Title 11, Chapter 9~~, of the Utah Code, wholesale sales shall also include the sale of building materials to a licensed contractor as defined in Title 58A, Chapter 1 of the Utah Code. For purposes of this section, the term building materials includes any item which is intended to become an integral part of a structure, including personal property affixed to the structure.

4-10-7. EXCLUSIONS. This local option sales tax shall not apply to the following sales or kinds of sales:

(a) Sales of a single item for a total consideration, before adjustment for trade-in allowances, of $2,500 or more; ~~are exempt from this tax.~~

(b) Wholesale sales as defined in this ordinance; ~~are exempt from the tax.~~

(c) Those items which have been exempted from the general sales tax under the provisions of Title 59, Chapter 12, as amended; ~~15 are exempt from the tax.~~

~~(d) Tax collected on contracts for sales which were executed prior to the effective date of this ordinance but which have not been fully performed shall be refunded upon application to the State Tax Commission under its regulations.~~

~~SECTION 8. SEVERABILITY. In the event that any provisions, section, or clause of this ordinance is found to be unlawful, in excess of the enabling legislation, or unconstitutional, only the particular section, provision, or clause shall be stricken, and the remainder of the ordinance shall stand and not be affected thereby. Should any exclusion or exemption granted in this ordinance be found unlawful or unconstitutional, that exemption shall be stricken, and the tax shall apply to the item formerly exempted. The tax hereby imposed is separate and distinct from the tax imposed by Ordinance No. 1-75 or its successor provisions.~~

4-10-8. PENALTIES. Any person violating any of the provisions of this ordinance shall be deemed guilty of a Class B misdemeanor. ~~and upon conviction thereof, shall be punished in accordance with the current penalties enforceable under the Park City Criminal Code.~~

SECTION VI. Ordinance No. 90-4, imposing a one percent Municipal Sales and Use Tax, providing for the performance by the State Tax Commission of all functions incident to the administration, operation and collection of a sales and use tax hereby imposed, and providing penalties for the violation thereof, is hereby codified, with amendments, as a new Chapter 11 to Title 4 of the MCPC as follows:

CHAPTER ELEVEN - SALES AND USE TAX

~~SECTION 1. Title. This ordinance shall be known as the "Sales and Use Tax Ordinance of the City of Park City".~~

4-11-1. Purpose. ~~The 48th session of the Utah Legislature has authorized the counties and municipalities of the state of Utah to enact sale sand use tax ordinances imposing a one percent tax.~~ It is the purpose of this ordinance to conform the sales and use tax of Park City ~~the municipality~~ to the requirements of the Sales and Use Tax Act, Title 59, Chapter 12, Utah Code Annotated, 1953, as currently amended.

~~SECTION 2. Effective Date. this ordinance shall become effective as of 12:01 o'clock a.m., January 1, 1990.~~

4-11-2. Sales and Use Tax.

(a) ~~From and after the effective date of this ordinance,~~ There is levied and there shall be collected and paid a tax upon every retail sale of tangible personal property, services and meals made within Park City ~~the municipality~~ at the rate of one percent. An excise tax is hereby imposed on the storage, use, or other consumption in Park City ~~this municipality~~ of tangible personal property from any retailer on or after the operative date of this ordinance at the rate of one percent of the sales price of the property. For the purpose of this ordinance all retail sales shall be presumed to have been consummated at the place of business delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. In the event a retailer has no permanent place of business, the place or places at which the retail sales are consummated shall be as determined under the rules and regulations prescribed by and adopted by the State Tax Commission. Public utilities as defined by Title 54 of the Utah Code, shall not be obligated to determine the place or places within any county or municipality where public utilities services are rendered, but the place of sale or the sales tax revenue arising from such service allocable to Park City shall be as determined by the State Tax Commission pursuant to an appropriate formula and other rules and regulations to be prescribed and adopted by it.

(b) Except as hereinafter provided, and except insofar as they are inconsistent with the provisions of the Sales and Use Tax Act, all of the provisions of Title 59, Chapter 12, Utah Code ~~Annotated, 1953~~, as amended, and in force and effect on the effective date of this ordinance, insofar as they relate to sales taxes, ~~excepting Sections 59-12-101 and 59-12-119~~

~~thereof,~~ are hereby adopted and made a part of this ordinance as though fully set forth herein. Wherever, and to the extent that in Title 59, Chapter 12, of the Utah Code ~~Annotated, 1953~~, the state of Utah is named or referred to as the taxing agency, the name of Park City ~~this municipality~~ shall be substituted therefor. Nothing in this subparagraph ~~(b)~~ shall be deemed to require substitution of the name of Park City ~~the municipality~~ for the word "State" when that word is used as part of the title of the State Tax Commission, or of the Constitution of the State of Utah, nor shall the name of Park City ~~the municipality~~ be substituted for that of the State in any section when the result of that substitution would require action to be taken by or against Park City ~~the municipality~~ or any agency thereof, rather than by or against the State Tax Commission in performing the functions incident to the administration or operation of the ordinance.

(c) If an annual license has been issued to a retailer under Title 59, Chapter 12, ~~Section 59-12-106~~ of the ~~said~~ Utah Code ~~Annotated, 1953~~, an additional license shall not be required by reason of this section. There shall be excluded from the purchase price paid or changed by which the tax is measured:

(i) The amount of any sales or use tax imposed by the State of Utah upon a retailer of consumer; and

(ii) The gross receipts from the sale of or the cost of storage, use or other consumption of tangible personal property upon which a sales or use tax has become due by reason of the sale transaction to any other municipality or ~~and~~ any county in the State of Utah, under the sales or use tax ordinances enacted by that county or municipality in accordance with the Sales and Use Tax Act, Title 59, Chapter 12 of the Utah Code.

4-11-3. Penalties. Any person violating any of the provisions of this ordinance shall be deemed guilty of a Class B misdemeanor~~, and upon conviction thereof, shall be punishable by a fine in an amount less than $300.00 or imprisonment for a period of not more than six months, or by both such fine and imprisonment~~.

~~Section 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance, including, but not limited to, any exemption is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.~~

~~It is the intention of the City Council that each separate provision of this ordinance shall be deemed independent of all other provisions herein.~~

SECTION VII. Ordinance No. 85-9, as amended, regarding the abatement and proper disposal of garbage, trash, refuse, weeds and other deleterious, harmful and flammable materials, is hereby codified as a new Chapter 1 in Title 6 of the MCPC as follows:

CHAPTER 6 - ABATEMENT OF GARBAGE AND OTHER DELETERIOUS MATERIAL

6-1-1. Disposal Required. Every owner or occupant of any structure, lot or property within Park City shall have the obligation to properly dispose of and keep those premises free from refuse, including garbage, trash and debris, junked automobiles, flammable materials (as defined in Section 11.201 of the Uniform Fire Code), noxious weeds, or any deleterious or unsightly material, objects or structures.

6-1-2. Fire Marshall. It shall be the duty of the City Fire Marshall or his/her designee to act as city inspector for the purpose of enforcing this ordinance.

6-1-3. Notice to Property Owners. Under the authority of UCA 10-11-2 and this ordinance, it shall be the duty of the city inspector to make careful examination and investigation of the City to determine which properties, if any, are not in compliance with Section 6-1-1 of this ordinance. The inspector shall ascertain the names of the owners and descriptions of properties not in compliance with Section 6-1-1 of this ordinance and serve notice either personally or by mail, postage prepaid, to the owner and occupant at their last known mailing address as disclosed by the records of the County Assessor for owners and the records of the water department or the address assigned to the property for occupants. Notice shall also be posted upon the property. The notice shall require the owner or occupant to eradicate, remove, destroy or to abate the condition within such a time as designated by the city inspector, but in no case less than ten (10) days from the date of service of such notice. The inspector shall make proof of service of such notice under oath and file the same with the County Treasurer. One notice shall be deemed sufficient on any lot or parcel of property for the entire season of weed growth for that year.

6-1-4. Neglect of Property Owners. If any owner or occupant of lands described in such notice shall fail or neglect to eradicate, remove, destroy or abate such refuse, garbage, trash, debris, junked automobiles, flammable materials, noxious weeds, deleterious or unsightly material, objects or structures in accordance with such notice the owner or occupant shall be guilty of a Class B misdemeanor, and the inspector may, at the expense of the City, employ necessary assistance and cause such weeds, garbage, refuse or deleterious objects to be removed or destroyed. He shall prepare an itemized statement of all expenses incurred in the removal and destruction of same, and shall mail a copy thereof to the owner, demanding payment within twenty (20) days of the date of the mailing. Such notice shall be deemed delivered when mailed by registered mail addressed to the property owners' and tenants' last known address and posted on the property. In the event the owner fails to make payment of the amount set forth in the statement to the City Treasurer within twenty (20) days,

the inspector, on behalf of the City, may cause suit to be brought in an appropriate court of law or may refer the matter to the Summit County Treasurer as provided in this ordinance. In the event collection of costs are pursued through the courts, the City may execute on any judgment in the manner provided by law. In the event that the City inspector elects to refer the matter to the County Treasurer for inclusion in the tax notice of the property owner, the City inspector shall make, in triplicate, an itemized statement of all expense incurred in the removal and destruction of the same, and shall deliver the three (3) copies of the statement to the County Treasurer together with an affidavit stating the owner and occupant were served notice to eradicate, abate or destroy and remove the weeds, garbage, refuse, and objects within ten (10) days after completion of the work of removing such weeds, garbage, refuse, objects or structures. ~~(State law reference: Similar provision, 10-11-3 U.C.A.)~~

6-1-5. Costs of Removal included in Tax Notice. Upon receipt of the itemized statement of the cost of destroying, abating or removing such weeds, refuse, garbage, objects or structures, the County Treasurer shall forthwith mail one copy to the owner of the land from which the same were removed or abated, together with a notice stating that objections to the whole or any part of the statement so filed may be made, in writing, within thirty (30) days to the Board of County Commissioners. If objections to any statement are filed with the County Commissioners, the Commissioners shall set a date for hearing, giving notice thereof, and upon the hearing, fix and determine the actual cost of removing or abating the weeds, garbage, refuse or unsightly or deleterious objects or structures, and report their findings to the County Treasurer. If no objections to the items of the account so filed are made with thirty (30) days of the date of mailing such itemized statement, the County Treasurer shall enter the amount of such statement on the assessment roles of the County in the column prepared for that purpose, and likewise within ten (10) days from the date of the action of the Board of County Commissioners upon objections filed shall enter in the prepared column of the tax rolls the amount found by the Board of County Commissioners as the cost of abating or removing and destroying the said weeds, refuse, garbage or unsightly and deleterious objects or structures. If current tax notices have been mailed, said taxes may be carried over on the rolls to the following year. After entry by the County Treasurer of the costs of abating or removing weeds, garbage, refuse, or unsightly and deleterious objects or structure, the amount so entered shall have the force and effect of a valid judgment of the District Court, and shall be a lien upon the lands where the weeds, refuse, garbage or unsightly and deleterious objects or structures were removed and destroyed or abated and shall be collected by the County Treasurer at the time of payment of general taxes. Upon payment thereof, receipt shall be acknowledged upon the general tax received issued by the Treasurer.

6-1-6. Use of Public Trash Receptacles. Public trash receptacles are for the occasional non-commercial use of the general public and no individual or business entity may deposit the refuse from its commercial activity in a public trash receptacle in lieu of regular garbage disposal.

6-1-7. Littering Prohibited. No waste or other material including soils, rocks, and earth of any kind may be thrown, permitted to be deposited or placed in an open container in such manner that it may blow upon or be scattered upon any sidewalk, street, alley, or public passageway or upon any private property.

6-1-8. Hauling of refuse to be in Closed Container or Covered Vehicle. All refuse hauled or conveyed within the city limits of the City shall be hauled in a closed container, or if being hauled or conveyed in a vehicle, shall be covered or closed in so that the contents cannot fall or be blown from the container or vehicle used for such hauling or conveying.

6-1-9. City Approval of Dumpster Sites. Written approval of the site by the Community Development Director must be received prior to locating any dumpster in or on City rights-of-way or properties.

6-1-10. Use of Private Dumpsters or Trash Receptacles. Private dumpsters or trash receptacles are for the exclusive use of the lessee or owner and no individual or business or commercial entity may deposit more than 1 cubic foot of solid waster or refuse into a private dumpster or trash receptacle without the prior written consent of the lessee or owner.

SECTION VIII. Ordinance 82-19(2), as amended, regulating the use of electronic burglary and robbery alarms and providing for the installation of private alarm company equipment within the city dispatch system for immediate monitoring and response by the Police dispatch system, and setting fees for that interconnection, is hereby codified, with amendments, as a new Chapter 2 to Title 6 of the MCPC as follows:

CHAPTER 2 - BURGLARY AND ROBBERY ALARMS

6-2-1. DEFINITIONS. All words and phrases used in this article shall have the following meanings unless a different meaning clearly appears from the context:

(a) Alarm. Alarm means any telephonic or electronic device used to notify the police about acts of ~~trespass, burglary, or robbery~~ a crime or emergency.

(b) Alarm Business. Alarm Business means the business by any individual, partnership, corporation, or other entity selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any Alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved, or installed any Alarm system in or on any building structure, or facility.

(c) Alarm User. Alarm User means the person, firm, partnership, association, corporation, company, or organization of any kind in possession and control of any building, structure or part thereof, or facility wherein an Alarm system is maintained.

(d) Automatic Dialing Device. Automatic Dialing Device means a device which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or code signal an emergency message indicating a need for emergency response.

~~**Burglary**. Burglary means the crime of burglary as set forth in Section 76-6-202 of the Utah Criminal Code, and any amendments thereto, or an attempt to commit such a crime.~~

(e) Chief of Police. Chief of Police means the Director of the Park City Police Department or his/her authorized and designated representative.

(f) Direct Access Alarm System. A Direct Access Alarm System is a system which has remote access to the automatic monitoring devices installed in the City dispatch center.

(g) False Alarm. False Alarm means an Alarm signal, eliciting a response by police officials when a situation requiring a police response ~~by police~~ does not in fact exist, but does not include an Alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonable subject to control by the Alarm Business operator or Alarm User.

~~**Robbery**. Robbery means the crimes of robbery or aggravated robbery as set forth in Section 76-6-301 and 76-6-302 of the Utah Criminal Code, and any amendments thereto or an attempt to commit such crimes.~~

~~**Trespass**. Trespass means the activation of any alarm for purposes other than reporting a burglary, robbery, breaking into a locked or sealed building, or other crime, without authorization of the alarm user, but shall not include activation by authorized technicians for purposes of testing, after having notified the police department of the test.~~

6-2-2. NOTIFICATION REQUIRED. It shall be unlawful for a person to maintain an Alarm on any premises without first providing the Park City Police Department a list of persons with telephone numbers, who are authorized and responsible to enter the Alarm User's premises and deactivate the Alarm. It is unlawful for any person named on such list, who has been personally contacted by police, to fail to appear within the time designated by police and inactivate the Alarm for which he is responsible.

6-2-3. FALSE ALARMS.

(a) **False Alarms Prohibited**. It shall be unlawful for a person to cause a False Alarm deliberately or through inadvertence or neglect.

(b) **Misuse or tempering with an Alarm System**. It shall be unlawful for any person or Alarm User to misuse, tamper with, alter, or obstruct any Alarm System, whether or not such misuse, tampering, alteration, or obstruction causes the Alarm to signal entry into the premises, unless such person is an authorized technician duly authorized by the Alarm User to perform maintenance or testing on such Alarm, and provided that such technician has notified the Park City Police Department, Summit County Sheriff's Department, and the Alarm User of such maintenance.

6-2-4. CASH DEPOSIT TO BE POSTED. It shall be unlawful for any person or corporation to maintain an Alarm System on any premises unless there shall have been posted with the Park City Municipal Corporation a cash deposit in the amount of One Hundred Dollars ($100.00), portions of which are to be forfeited upon the giving of False Alarms as hereinafter provided.

6-2-5. PRIVATE SECURITY RESPONSE.

(a) If an Alarm ~~electronic burglary alarm, dialing device, or other such mechanism, as defined herein,~~ is answered or monitored by a private security firm or other such individual not associated with publicly-funded law enforcement, and the Alarm User ~~holder~~ or monitoring agency does not wish response by the Park City Police Department until such Alarm has been verified by the Alarm User ~~holder~~ or monitoring agency, then the deposit section (§ 6-2-5 ~~Section 4~~) of this Chapter ~~Ordinance~~ shall not apply, provided, however,

that the Park City Police Department and the Summit County dispatch have been notified in writing that no police response is desired unless specifically requested by an Alarm User ~~holder~~, responsible party for the alarm, or private security firm.

(b) All Alarms, whether monitored and responded to by the Park City Police Department, private security firm, or other such person or agency responsible for the Alarm, must be registered with the Park City Police Department pursuant to § 6-2-2 ~~Section 2~~ of this Chapter ~~ordinance~~.

6-2-6. PENALTY. For a police response to a False Alarm, the Police Chief shall charge and collect the following fees from the Alarm User, ~~having or maintaining the activated alarm, and Such~~ which fees shall be initially deducted from the deposit posted with Park City Municipal Corporation:

(a) **Penalty fees first response**. For response to premises at which no other False Alarm has occurred within the preceding six (6) month period, hereinafter referred to as "first response," no fee shall be charged and no deduction from the deposit shall occur. The police responding to the "first response" Alarm shall provide written notification to the Alarm User ~~on forms designed and provided by the Park City Police Department~~ that subsequent responses to False Alarms will cause deductions from the posted deposit.

(b) **Penalty fees subsequent responses**. For a second response to the same premises within six (6) months after such "first response," and for all subsequent responses, The Police Chief shall charge Twenty-Five Dollars ($25.00) ~~shall be charged and the same be~~ and deducted each such charge from the posted deposit. In the event such deposit becomes exhausted, the Alarm shall be disconnected and/or responses to such Alarm shall be discontinued by emergency services personnel until such time as all fees are paid and a new deposit in the amount of One Hundred Dollars ($100.00) is posted with the Park City Police Department and the Alarm has been inspected by a qualified technician.

(c) **Sentencing**. Any person convicted of a violation of, or failure to comply with, any of the provisions of this Chapter shall be punishable in accordance with Section 8-1-19 through 8-1-33 ~~13-1-21 through 13-1-31~~ of the Municipal Code of Park City ~~Criminal Code~~.

(d) **Willful False Alarm**. Any person, including Alarm User, who knowingly and deliberately activates an Alarm System when no emergency situation exists at the premises, shall be guilty of a Class B misdemeanor and be subject to a fine of not more than One Thousand ~~Two Hundred and Ninety-Nine~~ Dollars ($1000.00 ~~299.00~~), imprisonment for six (6) months, or both.

6-2-7. DIRECT ACCESS ALARM SYSTEMS. ~~Direct access alarm systems are those systems which have remote access to the automatic devices installed in the City~~

~~dispatch center for monitoring of alarms.~~ Direct Access Alarm Systems are allowed under the following terms and conditions:

(a) **Equipment**. Any direct access equipment shall be approved in advance by the Chief of Police for compatibility with existing equipment in the dispatch center, and to eliminate duplicate or overlapping equipment. Automatic telephone tape dialing devices which dial the emergency phone number and give a taped message will not be allowed. Some kind of alarm transmitting device that provides the information from the Alarm to the City monitor is required ~~necessary~~.

(b) **Installation**. Installation will be to Park City Police Department specifications, and all the costs of installation will be on the private Alarm company making the installation. The City~~'s~~ does not insure ~~insurance coverage may not cover~~ private Alarm monitoring devices. ~~within the dispatch center, so private~~ Direct Access Alarm Systems equipment is installed at the sole risk of the owner. ~~All risk of loss due to fire, theft, or damage to the equipment shall be on the owner of the private alarm company using the equipment.~~

(c) **Charges**. In lieu of the One Hundred Dollar ($100.00) Deposit ~~cash bond~~ charged ~~to~~ for Alarms that are not ~~set up with~~ installed as a Direct Access Alarm System, there shall be an initial charge of One Hundred Dollars ($100.00) per Alarm connected through a Direct Access Alarm System device ~~(and not $100 per alarm company)~~ for the ~~initial~~ installation of the Alarm. For purposes of this section, each remote Alarm installation location is a separate Alarm for which $100.00 is charged, whether that system monitors burglary, fire, mechanical failure or other functions at that location. ~~In~~ For each subsequent year, the Direct Access Alarm System user shall pay a fee of Fifty Dollars ($50.00) per year or part thereof for each Alarm installation location.

(d) **Alarm Service Contract**. Each Alarm company making a Direct Access Alarm System connection to the dispatch center shall sign a contract with the City setting forth the nature of ~~the~~ its expected response to the Alarm, the protocol of notifying the Alarm company and the conditions under which the Park City Police Department will make the initial response to the Alarm, penalties for repeated False Alarms (which will include loss of that location's Direct Access Alarm System privilege, or in the case of a company that has an unusually large number of False Alarms, the loss of that company's Direct Access Alarm System privilege), insurance of Alarm equipment and response personnel, and similar mechanical items that deal with the relationship between the City as the dispatch monitoring center and the Park City Police Department as the primary law enforcement agency in the City, and the Alarm company and its customers as the persons requesting emergency service through automatic devices.

(e) **Eligibility**. The City will permit only private security firms which are licensed by the state of Utah, and which have Park City business licenses, to connect to the

Direct Access Alarm System devices. ~~The~~ Each private security system must agree to maintain locally-based twenty-four (24) hour a day response personnel ~~so that there is an immediate local response tot he alarm.~~ Private security companies not meeting these standards will not be permitted to connect to the City dispatch by Direct Access Alarm System devices. If a private company that was in compliance at the time of connection is later found not to comply, the Direct Access Alarm System privilege will be terminated by the City.

~~(f) Fee Schedule. To help recover costs of operation and to prevent unfair government competition with private enterprise, fees shall be charged for certain services provided to private industry by the Communications Center. These services shall generally be alarm monitoring, private dispatch, and rental of space, though additional services provided to private industry may also be charged rates according to the nature and extent of services provided. The following fees shall be in effect as a result of this amendment:~~

~~Alarm Monitoring (monthly charges)~~
~~1 through 49 alarms @ $3.00 each~~
~~50 through 99 alarms @ $2.75 each~~
~~100 through 149 alarms @ $2.50 each~~
~~150 through 199 alarms @ $2.25 each~~
~~200 alarms or over @ $2.00 each~~

~~(g) Dispatching. A flat rate fee of $100.00 per month shall be charged any private agency being dispatched from the city Communications Center.~~

SECTION IX. Ordinance 82-15, as amended, establishing culinary water service within PARK CITY, is hereby codified with amendments as a new Title 13 of the MCPC as follows:

TITLE 13 - WATER CODE

CHAPTER 1 - CITY WATER SERVICE

Section 1.	Metered Service
Section 1a.	Water Conservation Rates
Section 2.	Meter Reading
Section 3.	Meter Error
Section 4.	Meter Test
Section 5.	Meter Tampering
Section 6.	Discount of Rates
Section 6a.	Seniors Rate
Section 7.	Billing
Section 8.	Shut-off
Section 8a.	Meter Deposit
Section 9.	Reinstatement of Water Service
Section 9a.	Returned Checks
Section 10.	Connection and Fire Standby Fees
Section 11.	Connection to System
Section 12.	Water Meter Fees
Section 13.	Accessibility of Water Meters
Section 14.	Water Connection Plan
Section 15.	Responsibility for Repair and Maintenance
Section 16.	Leaking Pipes or Fixtures
Section 17.	Service Calls
Section 18.	Service Agreements
Section 18a.	Water Conservation
Section 19.	Water Emergencies
Section 20.	Fire Hydrants
Section 21.	Public Health
Section 22.	Sale of Water Outside of City
Section 23.	Penalty
~~Section 24.~~	~~Separability~~
~~Section 25.~~	~~Repealer~~
~~Section 26.~~	~~Effective Date~~

13-1-1. METERED SERVICE. All water used from the City water system for household, domestic, irrigation, commercial, industrial, fireflows or any other use shall be metered, and water paid for according to the quantity used. A base/demand charge must be paid for all water connections ~~shall pay a base/demand charge~~ according to the size of the meter in use. The base/demand charges for all meter sizes shall be established by resolution: ~~are as follows:~~

~~Meter Size~~	~~Monthly Base/Demand Charge~~
	~~Single Family Dwellings~~
~~5/8" x 3/4"~~	~~$ 12.00~~
~~1"~~	~~$ 12.00~~
	~~Other than Single Family Dwellings~~
~~1"~~	~~$ 30.00~~
~~1½"~~	~~$ 54.00~~
~~2"~~	~~$ 102.00~~
~~3"~~	~~$ 252.00~~
~~4"~~	~~$ 450.00~~
~~6"~~	~~$ 840.00~~
~~8"~~	~~$1440.00~~

The base/demand charge shall entitle the water customer to the use of up to 5,000 gallons per month, per meter (and not per units served through that meter), excluding fire flow, without additional charge. All water delivered through each meter serving commercial customers ~~all year and all other customers between October 1 and May 31 of each year~~ in excess of 5,000 gallons per meter per month shall be charged at a rate as established by resolution. All water delivered to all other customers between October 1 and May 31 of each year in excess of 5,000 gallons per meter per month shall be charged at a rate as established by resolution. There shall be no right of carry-over from month to month if fewer than 5,000 gallons are used, so that each month is billed independently as far as the base/demand charge is applied. Unoccupied structures will be billed the base/demand charge applicable to that meter unless a service disconnect request has been received by the Water Department. When an oversized meter is required for fire sprinklers, the base charge will be adjusted downward to reflect the meter size that would have been used for the culinary and irrigation demand.

(a) WATER CONSERVATION RATES. All water delivered through each meter serving single family residential customers in excess of 5,000 gallons per meter per month between June 1 and September 30 of each year shall be billed at the rate established by resolution.

All water delivered through each meter serving multi-family residential and landscape irrigation customers in excess of 5,000 gallons per meter per month between June 1 and September 30 of each year shall be billed at the rate established by resolution.

The water conservation rates established by this ordinance are based on the City's cost of providing water service, which cost may change. The rate set forth in both Sections 1 and 1a may be adjusted administratively by the City Manager to reflect the actual cost of service to the City upon recommendation by the Public Works Director. Administrative adjustments shall be reviewed by the City Council at three year intervals beginning in May 1993, and may be ratified, modified or rescinded. The City Manager may provide administrative relief up to a 20% reduction in any water billing following application to and recommendation by the Public Works Director in cases of hardship or unusual circumstances.

13-1-2. METER READING. Meters may be read monthly, but shall be read a minimum of five times per year. In the event that one reading covers consumption for more than one month, consumption shall be prorated equally to each month included in the meter reading. By connecting to the water system, property owners and occupants of the property are deemed to have consented to permit meter readers onto their property to read the meters. In the event that meters were installed within any building on the premises, and there is no remote read-out device, the property owner or occupant ~~shall be required to~~ must permit access for the reading of the meter during normal business hours as a condition of continued water service.

13-1-3. METER ERROR. In the event that a meter malfunctions so that a reliable reading is not possible, charges shall be estimated. ~~by comparing the past known use through the malfunctioning meter to that of the adjoining or similar properties on which the past and current month's use is known. The consumption for the period during which no reliable meter reading is available is presumed to bear the same proportion to the consumption through a meter on a similar or adjoining property that the last known meter reading for the malfunctioning meter bears to the consumption through the same adjoining property's meter for the same period.~~

13-1-4. METER TEST. If a water user contests the accuracy of a meter, which when removed and checked, proves to be accurate or under reading, the actual costs of removing, replacing, and testing the meter shall be charged to the water user on the next water bill. If the meter is over reading, no charge will be made for the repair, and an adjustment for the error will be estimated, ~~made under the formula described in Section 3 above,~~ for not more than three months. Meter errors of 3% or less shall be deemed accurate readings. If upon the second rereading requested by the customer within six (6) months the meter is found to be accurate, a ~~ten dollar ($10.00)~~ reread charge as established by resolution will be included in the next billing.

13-1-5. METER TAMPERING. It shall be a violation of this ordinance to tamper with or bypass any water meter for the purpose of causing it to produce inaccurate meter readings or for any other purpose, or to willfully cause damage to any water meter. Willful consumption of water through a meter known to be damaged, bypassed, or tampered with, constitutes theft of services and may be punishable as a felony. All meters installed throughout the system shall become the property of the City upon installation. Only meters meeting the City's specifications may be used.

13-1-6. DISCOUNT OF RATES. The City Manager shall be authorized to discount water charges for indigent persons who suffer serious hardship as a result of increased rates. The discounted rate shall never be less than $2.00 per month.

(a) Seniors Rate. All current senior rate payers will be grandfathered at the current $2.00/month base rate for the first 10,000 gallons. Additional use will be billed ~~at the rate of $1.37 per 1,000 gallons~~ at the normal user rates as established by resolution pursuant to § 13-1-1.

13-1-7. BILLING. The City Finance Department shall send a monthly or bi-monthly billing for water used in the previous month as shown by the meter readings or as estimated. Payment is due within fifteen days from receipt of the bill, or by the end of the month when the bill is mailed.

Interest shall be assessed against all accounts which are more than thirty (30) days past due at the rate of one and a half percent (1½%) per month, which is an annual rate of eighteen percent (18%). An account is due and payable upon mailing of the monthly statement, and interest will be assessed if the bill, or any portion of the bill, remains unpaid thirty (30) days from mailing. Interest will be charged only against the unpaid balance, and not against any partial payment, or against the current billing cycle charges.

13-1-8. SHUT OFF. In the event of non-payment of any billing for city service and a 60-day balance exceeding $50.00, the City may maintain an action to recover the amount owed, and after giving written notice to the owner of the property and the occupant thereof, may terminate service. Notice of termination of service shall be served upon the occupant of the property in person, or shall be posted on the property, and notice ~~will~~ shall be given to the owner of the property by mail to the last known address if the owner has signed a service agreement with the Water Department. When more than one dwelling or unit is served through a single water meter, or when there are multiple or time-share owners, notice may be given to the owners' association, management company or representative owner as shown on the City billing records. The multi-unit, single metered structures shall ~~will~~ be posted with notice of termination, but it shall not be necessary to post each unit served. Service shall not be terminated for non-payment without at least ten days' notice. ~~(Water service may be terminated for non-payment of any billing of other City services.)~~

(a) METER DEPOSIT. All customers requesting new services will be required to pay a deposit as set forth by resolution. ~~Single family residential units will pay $50.00. All others will pay $100.00.~~ If no outstanding, unpaid balance occurs for 12 consecutive months, the deposit will be applied to the 13th month bill. However, if the occupant paying the deposit is a renter, the City shall retain the deposit until the renter vacates the unit, at which time the deposit shall be returned to the renter. No interest will be paid on the deposit.

13-1-9. REINSTATEMENT OF WATER SERVICE. Any water ~~user~~ customer who has had ~~his~~ water shut off for non-payment of a bill, failure to repair leaks, or failure to comply with a requested curtailment during a water emergency, in addition to any other fees, monies owed, deposits or fines, shall pay a ~~one hundred dollar ($100.00)~~ reconnection fee as established by resolution before service is reinstated.

(a) Returned Checks. Any user paying by check will pay an additional $15.00 fee if the check is returned by the bank for any reason.

13-1-10. CONNECTION AND FIRE STANDBY FEES. ~~See Section 14 of Ordinance 82-17 for these fees.~~ Connection and fire fees shall be as set by resolution.

13-1-11. CONNECTION TO SYSTEM. Prior to connection, the owner must sign a customer agreement. Applicants for water service shall include in their system a suitable meter box or vault, and all appurtenances to specifications required by the Public Works Department and approved at the time the building permit is issued. It shall be ~~a violation of this Ordinance~~ unlawful for unauthorized individuals to tap or connect to the Park City Municipal water distribution system without authorization. The owner of the property with an unauthorized connection shall be liable to the City for all water use resulting from such connection and may be subject to criminal fines and penalties. All connections shall be approved and inspected by the City Engineer. Upon connection, regular water service fees must be paid.

13-1-12. WATER METER FEES. All water meters ~~are to~~ shall be supplied ~~by~~ and installed by Park City Municipal Corporation or by its authorized representative. For all water lines serving residential and commercial uses, an installation fee shall be paid to the Building Official at the time the building permit is issued. The ~~following~~ meter installation fee shall be established by resolution ~~paid for each meter installation.:~~

~~METER AND INSTALLATION FEES~~

~~3/4"~~	~~$ 100.00~~
~~1"~~	~~$ 125.00~~
~~1½"~~	~~$ 300.00~~
~~2"~~	~~$ 350.00~~
~~3"~~	~~$ 550.00~~

~~METER AND INSTALLATION FEES (CONT'D)~~

~~4"~~	~~$1000.00~~
~~6"~~	~~$2050.00~~
~~8"~~	~~$3200.00~~

13-1-13. ACCESSIBILITY OF WATER METERS. All water meters shall be located in City rights-of-way or utility easements with direct and reasonable access for City water crews on accessible property lines unless otherwise authorized by the Director of Public Works or the City Engineer.

13-1-14. WATER CONNECTION PLAN. ~~Prior to the issuance of a building permit,~~ Any applicant for development with a 2" water meter or larger meter shall submit to the Water Department a water connection plan ~~prior to water service lines,~~ for approval by the Water Department prior to the installation of water service lines and to the issuance of a building permit. The water connection plan shall include the location of meters, service lines and water mains in relation to the property lines, streets, driveways, City mains and the buildings to be served.

13-1-15. RESPONSIBILITY FOR REPAIR AND MAINTENANCE. The City shall be responsible to maintain and repair water lines lying within City rights-of-way and utility easements. Water meters shall be maintained and repaired by the City so long as the meter lies within five feet of City property, rights-of-way, or utility easements and not within any building. The property owner shall ~~be responsible to~~ repair and maintain all water lines on its property ~~not within five feet of~~ outside of the City rights-of-way or utility easements.

13-1-16. LEAKING PIPES OR FIXTURES. If at any time, the City Manager or his/her designate shall ascertain that the plumbing fixtures, appliances, sprinkler systems or service lines on any premises are leaking or otherwise wasting water, he/she shall immediately give notice to the property owner to repair the same. ~~and~~ If the same is not repaired within forty-eight (48) hours after notice has been given, the ~~superintendent~~ Public Works Director or his/her agent shall shut off the water from the premises and shall immediately notify the City Fire Marshal.

~~Giving of~~ Notice for the purposes of this section shall consist of any of the following:

(a) Posting notice on the premises;

(b) Leaving notice with any occupant or employee on the premises over the age of ~~fourteen (14)~~ eighteen (18) years;

(c) Mailed notice by regular mail, to the owner or responsible party according to the records of the Water Department. Notice shall be deemed received three days after such mailed notice is sent.

13-1-17. SERVICE CALLS. When a water ~~user~~ customer requests a service call by Park City Municipal Corporation, and no problem exists on the City side of the meter, Park City Municipal Corporation, at the discretion of the Public Works Director, may charge a fee as set forth by resolution ~~of $25.00~~ for the second such call for the same complaint made within one year by the same water ~~user~~ customer. After the second call, every subsequent call shall also be chargeable at the same rate.

13-1-18. SERVICE AGREEMENT. Park City Municipal Corporation shall require all persons desiring water service and the owner of real property to be serviced to sign a service agreement. Said agreement shall be binding upon both the City and the individual in setting forth terms and conditions of water service and methods of collection of past due amounts owed for water service. When more than one dwelling or unit is served by a single water meter or when there are multiple owners or time-share interval owners of the property, the service agreement will designate a single responsible party to whom all notices and billings shall be sent. Notice to the responsible party shall have the same force and effect as notice to the owners.

(a) WATER CONSERVATION. In order to conserve water, a limited resource in Utah, outside watering of lawns and landscaped areas using City water will be restricted to every other day from May 1 to September 30. Outside watering at even-numbered street addresses shall be limited to even-numbered days of the month and outside watering at odd-numbered addresses shall be limited to odd-numbered days of the month. Hours of outside watering shall be restricted to between 7:00 p.m. and 10:00 a.m. Exceptions to these outside watering restrictions may be permitted, in writing, by the Public Works Director for new landscaping and seeding.

(b) VIOLATIONS. Violations of this section shall be punishable by a penalty set forth by resolution. Unpaid penalties may be debited against the municipal water account of the cited party and will be subject to collection pursuant to City water bill collection policies.

SECTION 13-1-19. WATER EMERGENCIES. The Mayor may declare by executive order, or the City Council may declare by resolution, a state of water emergency when it appears to the Mayor or the City Council that the City's water sources are incapable of producing sufficient water to meet all the needs of the City's water users.

(a) During a declared water emergency, water service may be interrupted in any or all parts of the City in order to effect repairs, provide water for fire fighting, or for any

other good cause. Upon the expiration of the emergency, water service shall be restored without charge.

(b) Upon such a declaration, and for the duration of the state of water emergency, it shall be unlawful to use Park City Municipal water supply water for outside irrigation, watering, or sprinkling uses, except as provided in Paragraph "c" of this section ~~"D"~~.

(c) The declaration of state of water emergency shall specify outside watering and irrigation schedules and may specify other water conservation measures appropriate to the circumstances of the emergency.

(d) Violations of this section are infractions punishable by a fine but not imprisonment. The maximum fine shall not exceed five hundred dollars ($500.00) for ~~any~~ each violation.

(e) The owner or tenant of property cited for illegal watering or irrigation under this ordinance shall be required to pay a penalty in the amount set forth by resolution and, if the allegations in the citation are not contested, may forfeit the penalty in lieu of trying the charges.

(f) Bail and/or fines shall be paid to Park City Municipal Corporation by cash or check to the City's post office box (which shall be stated on all citations) or at the City offices. Unpaid, uncontested bail forfeitures and fines may be debited against the municipal water account of the cited party and will be subject to collection pursuant to City water bill collection policies.

(g) The provisions of this ordinance shall not apply insofar as the watering restrictions established herein are in conflict with any provision of the Park City Land Management Code.

13-1-20. FIRE HYDRANTS. No individual may draw water from a fire hydrant without the written permission from the Director of Public Works and in compliance with Section 10.203 of the Uniform Fire Code. The Park City Fire Service District~~, or other fire departments,~~ is authorized to draw water from fire hydrants in the case of fire at all times without advance notice. The Park City Fire Service District ~~or other fire departments,~~ after notification to the Director of Public Works, may utilize the fire hydrants in the course of training or practice exercises. Any unauthorized connection to a fire hydrant is a violation of this ordinance.

13-1-21. PUBLIC HEALTH. For reasons of public health, the City Manager may extend or reinstate water service to indigent individuals regardless of past due amounts

owed or ability to pay. A reasonable fee for such services may be established by the City Manager.

13-1-22. SALE OF WATER OUTSIDE OF PARK CITY. It is the policy of the City to provide culinary water within the corporate limits of Park City ~~only~~. Those individuals or entities desiring connection to the Park City water system ~~shall be required to~~ must petition the Park City Council for Annexation as a condition of water service. Those individuals and entities outside the corporate limits of Park City currently connected to the water system and receiving water shall agree to abide by the terms and conditions of this ordinance and shall pay double the applicable rate charged for water provided inside the corporate limits of Park City. Upon annexation, they will receive water service at the normal rate.

13-1-23. PENALTY. All violations of this ~~Ordinance~~ Chapter (except those set forth in ~~Section 19~~ § 13-1-19) shall be a Class B misdemeanor, punishable by a fine not exceeding $1,000 and incarceration not exceeding six months. Unauthorized taking of water is theft of services and may be a felony if the taking exceeds a value of $1,000.

~~**24. SEPARABILITY**. Should any section, clause or provision of this Ordinance Chapter be declared by a court of competent jurisdiction to be invalid, such declaration of validity shall not affect the validity of any other section, clause or provision of this Ordinance and each such section, clause or provision of this Ordinance is hereby declared to be separate and distinct.~~

~~**25. REPEALER**. This Ordinance, as amended, repeals and supersedes all prior ordinances of the City which fix the rate to be charged for water service, specifically Ordinance 6-74 and Ordinance 9-74. This Ordinance also repeals Section 12 of Ordinance 81-6 and replaces that provision.~~

SECTION X. REPEAL. Ordinance 85-7, regarding tailings abatement, is hereby repealed.

SECTION XI. REPEAL. Ordinance 82-12(1), as amended, regarding the Employee Transfer & Discharge Appeal Board is hereby repealed.

SECTION XII. REPEAL. Ordinance 83-9, establishing a municipal department of the Fifth Circuit Court in and for Park City, Utah, is hereby repealed.

SECTION XIII. REPEAL. The "1976 Municipal Code of the City of Park City" is hereby repealed in its entirety and is replaced by the "Municipal Code of Park City."

SECTION IVX. EFFECTIVE DATE This ordinance shall become effective upon publication.

PASSED AND ADOPTED this 23rd day of June, 1994.

Park City Municipal Corporation

Ruth D. Gezelius

Ruth D. Gezelius, Mayor-Pro-Tem

Attestation by:

Anita Sheldon

Anita Sheldon, City Recorder

Approved as to Form:

Jodi Hoffman, City Attorney

Ordinance No. 94-25

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS AT WILLOW RANCH SUBDIVISION

WHEREAS, Willow Ranch Subdivision was approved by the Park City City Council on January 28, 1993; and

WHEREAS, construction of the public improvements has been accomplished by the developer, including the public street known as Meadow Creek Drive; and

WHEREAS, Park City has adopted Ordinance 87-13 on October 22, 1987, which provides for the City Council to accept (by Ordinance) [ref. LMC Sec. 15.3.1(g)] those public improvements which are dedicated and built in accordance with Ordinance 87-13; and

WHEREAS, the public improvement within Willow Ranch were installed in accordance with the ordinances in effect at the time of plat recordation and have been duly inspected by the City Engineer; and

WHEREAS, the Army Corps of Engineers has found that the Willow Ranch construction is in compliance with the issued permit;

NOW THEREFORE BE IT ORDAINED by Park City as follows:

SECTION 1. That the City hereby accepts from the developer all public improvements at Willow Ranch which were intended for City ownership;

SECTION 2. Snowplowing responsibilities still lie with the developer until such time as 50% of the lots are occupied.

SECTION 3. This ordinance shall be effective upon adoption.

PASSED AND ADOPTED this 2nd day of June, 1994.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 15
1884

Ordinance No. 94-24

AN ORDINANCE AMENDING SECTION 3.1 OF THE PARK CITY LAND MANAGEMENT CODE CHANGING THE NUMBER OF PLANNING COMMISSION MEMBERS

WHEREAS, the City Council has deemed it appropriate to decrease the membership of the Planning Commission from eight members to seven members; and

WHEREAS, this amendment is described as procedural in nature and not substantive; and

WHEREAS, amendments to the procedural provisions of the Code may be made by the City Council from time to time following a public hearing;

WHEREAS, a notice has been published of the hearing held by the City Council at its regularly scheduled meeting of May 19, 1994;

NOW, THEREFORE, BE IT ORDAINED that:

SECTION 1. AMENDMENT. Section 3.1 of the Land Management Code shall be amended to read as follows:

> 3.1. PLANNING COMMISSION CREATED. There is hereby created a City Planing Commission to consist of ~~eight~~ seven members. Members shall be appointed by the Mayor with the advice and consent of the Council.

SECTION 2. EFFECTIVE DATE. This amendment shall become effective immediately.

PASSED AND ADOPTED this 26th day of May, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi F. Hoffman, City Attorney

ORDINANCE 94-23

AN ORDINANCE ADDING NEW CHAPTER 11-13 SCHOOL FACILITIES IMPACT FEES TO THE MUNICIPAL CODE OF PARK CITY, UTAH; ADOPTING THE LONG-RANGE CAPITAL FACILITIES IMPROVEMENTS PROGRAM PREPARED FOR THE PARK CITY SCHOOL DISTRICT; AND RENUMBERING SUBSEQUENT CHAPTERS OF TITLE 11 OF THE MUNICIPAL CODE

WHEREAS, excellent public schools, and school facilities, are a hallmark of the Park City community and a source of pride for all residents; and

WHEREAS, the Park City School District is presently approaching its capacity to provide a quality school experience for Park City youth because of the impact of new residential development within the City and throughout the District; and

WHEREAS, in response to a threat to the health, safety, and welfare of the City's school aged children, and to the community at large, the City and the School District have cooperated to study and measure the impacts of new residential development on the need for additional school facilities; and

WHEREAS, one conclusion of that study is that it is proper for developers or users of new residential development to pay a proportionate share of the cost of school facilities needed to serve such development; and

WHEREAS, in anticipation of the impact of a sustained high rate of new residential development, the City, the County, and the School District entered into a Three (3) Way Cooperative Interlocal Agreement for the Implementation of School Facilities Impact Fees to coordinate the provision of adequate school facilities and a healthy community through interlocal government cooperation; and

WHEREAS, new secondary dwelling units should create little demand for School Facilities but can be converted to primary dwelling units without discretionary approval from the City and therefor should pay a proportionate share of the cost of the additional School Facilities; and

WHEREAS, it is in the best interest of the community for the City to enact a School Facilities Impact Fee implementation process to provide the framework for imposing School Impact Fees for primary and secondary dwelling units to offset the impact of new residential development on the Park City schools;

NOW THEREFORE, be it ordained by the City Council of the Park City Municipal Corporation as follows:

SECTION 1: **FINDINGS.** The Council hereby finds and determines that:

1. Excellent public schools, and school facilities, are a hallmark of the Park City community and a source of pride for all residents; and

2. The Park City School District is presently approaching its capacity to provide a quality school experience for Park City youth because of the impact of new residential development within the City and throughout the District; and

3. There is a threat to the health, safety, and welfare of the City's school aged children, and to the community at large from the impacts of new residential development on the need for additional school facilities; and

4. It is proper for developers or users of new residential development to pay a proportionate share of the cost of school facilities needed to serve such development; and

5. In anticipation of the impact of a sustained high rate of new residential development, the City, the County, and the School District entered into a Three (3) Way Cooperative Interlocal Agreement for the Implementation of School Facilities Impact Fees to coordinate the provision of adequate School Facilities and a healthy community through interlocal government cooperation; and

6. New residential development in the City will create additional demand for school facilities, and the developers or users of new residential development should pay a proportionate share of the cost of additional school facilities needed to serve such development; and

7. New secondary dwelling units should create little demand for additional school facilities but can be converted to primary dwelling units without discretionary approval from the City and therefor must pay a proportionate share of the cost of the additional school facilities; and

8. It is in the best interest of the community for the City to enact a School Facilities Impact Fee implementation process to provide the framework for imposing School Impact fees for primary and secondary dwelling units to offset the impact of new residential development on the Park City schools.

SECTION 2: **LONG-RANGE CAPITAL FACILITIES IMPROVEMENTS PROGRAM.** Park City and the Park City School District have conducted an extensive study documenting the procedures for measuring the impact of new residential development on School Facilities. The results of that study are reflected in the Long-Range Capital Facilities Improvement Program prepared for the Park City School District. Park City hereby adopts the Long-Range Capital Facilities

Improvement Program prepared for the Park City School District and incorporates it into this Chapter by this reference.

SECTION 3: **NEW CHAPTER 11-13 SCHOOL FACILITIES IMPACT FEES.** There is hereby added a new Chapter 13, School Facilities Impact Fees, to Title 11 of the Municipal Code of Park City, Utah, as follows:

CHAPTER 13 - SCHOOL FACILITIES IMPACT FEES.

11-13-1 DEFINITIONS. The following words and terms shall have the following meanings for the purposes of this chapter, unless the context clearly requires otherwise:

(A) "Building Permit" - the permit required for a Dwelling Unit, as defined herein, and pursuant to Chapter 11-3 et seq. of the Municipal Code of Park City, Utah..

(B) "Department" - the Community Development Department.

(C) "Development Activity" - any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, that is regulated by the City.

(D) "Director" - the Director of Community Development or his/her designee.

(E) "Dwelling Units - all Primary and Secondary Residential Units, including, but not limited to single-family detached, duplex, condominiums, town-houses, apartments, multifamily and mobile homes, but excluding hotels, motels, and time-shares, or other similar forms of periodic ownership.

(F) "Encumber - to reserve, set aside or otherwise earmark, the Impact Fees in order to pay for commitments, contractual obligations or other liabilities incurred for School Facilities.

(G) " Impact Fee" - the fee levied pursuant to this chapter as a condition of issuance of a Building Permit. "Impact Fee" does not include fees imposed under Title 11, Chapter 12 of the Municipal Code.

(H) "Impact Fee Schedule" - the fee schedules set forth in Resolution 10-94, or as that resolution is amended.

(I) "Independent Fee Calculation - a School Facilities impact fee calculation prepared by a fee payer to support assessment of a School Facilities Impact Fee different from the fee set forth by resolution.

(J) "Owner" - the owner of record of real property, or a person with an unrestricted written option to purchase property; provided that, if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the Owner of the real property.

(K) "Primary Dwelling Unit" - any Dwelling Unit used as a full-time residence and taxed as such pursuant to U.C.A. Chapter 59-2 et. seq.

(L) "Public Facility" - any structure built by or for, or maintained by, a governmental entity.

(M) "Qualified Secondary Dwelling Unit" - a Dwelling Unit that the Director determines is intended for use as a Secondary Dwelling Unit for a period of no less than one (1) year from certificate of occupancy. The Director shall determine whether a Dwelling Unit is a Qualified Secondary Dwelling Unit based on all of the facts and circumstances, including but not limited to the design and location of the Dwelling Unit and an Owner declaration, sworn under oath and penalty of perjury, that the Dwelling Unit is intended to be occupied as a Secondary Dwelling Unit for a period of no less than one (1) year.

(N) "School Facilities" - the planning, design, engineering and construction of improvements of Park City School District schools, associated park, recreation, and sports facilities, parking, lighting, landscaping, access roads, internal streets and all other improvements on the school site; legal, appraisal and all other costs associated with the acquisition of land; financing and development costs; site preparation costs; and costs associated with preparation and updating of the District Capital Improvements Plan; and costs associated with implementing a School Facilities Impact Fee program. School Facilities include elementary, middle and high schools, but do not include District administrative space or storage facilities.

(O) "School Facilities Capital Improvement Program" - the Long Range Capital Facilities Improvement Program prepared for the Park City School District and adopted by the Board of Education of the Park City School District, Park City, which is incorporated herein by reference, and is on file with the City Recorder, with any subsequent amendments. For the purpose of this ordinance, the School Facilities Capital Improvement Program and attendant School Facilities Impact Fees, apply only to those properties within Park City that lie within the Park City School District.

(P) "Secondary Dwelling Unit" - any residential Dwelling Unit used for a purpose other than as a full-time residence and taxed as such pursuant to U.C.A. Chapter 59-2 et. seq., for a period of no less than one (1) year from the City's issuance of a certificate of occupancy.

11-13-2 ASSESSMENT AND CALCULATION OF IMPACT FEES.

(A) Development Activity Included/Excluded From Impact Fees. The City shall collect School Facilities Impact Fees, as set forth by fee resolution, from any applicant seeking a Building Permit for a Dwelling Unit.

(B) Collection. Impact Fees shall be collected from the fee applicant prior to issuing the Building Permit, using the Impact Fee Schedules in effect on the date of filing a complete application for the Building Permit.

(C) Calculation. Upon receipt of an application for Development Activity, the Director shall determine: i) whether the proposed Development Activity is residential or non-residential; ii) if residential, the number of Dwelling Units applied for; and iii) whether the Dwelling Units are Primary or Secondary.

(D) Secondary Dwelling Units. Qualified Secondary Dwelling Unit Owners shall pay a portion of the School Impact Fee imposed on a Primary Dwelling Unit, and shall execute a promissory note and lien on the property on behalf of the City for the remainder of the School Facilities Impact Fee, as a condition precedent to receipt of a Building Permit. The City shall forgive such note, and shall release such lien, if the Owner later demonstrates that the property has been taxed as a secondary residence for a period of one (1) year from the date of the certificate of occupancy.

11-13-3 EXEMPTIONS FROM SCHOOL FACILITIES IMPACT FEES.

(A) The following Dwelling Units shall be exempt from the payment of School Facilities Impact Fees:

1. Replacement of a habitable structure with a new structure of the same use at the same site or lot when such replacement occurs within twelve (12) months of the demolition or destruction of the structure and does not result in the construction of an additional Dwelling Unit.

2. Alterations or expansion or enlargement or remodeling or rehabilitation or conversion of an existing Dwelling Unit where no additional Dwelling Unit is created.

3. Construction of an accessory apartment, pursuant to Section 8-19 of the Land Management Code.

4. Construction of a Public Facility.

(B) The Director shall be authorized to determine whether a particular Dwelling Unit falls within an exemption identified in this section or any other section. Determinations of the Director shall be reduced to a writing, which shall state the basis therefore, and shall be subject to the appeals procedures set forth in Section 11-13-6 below.

11-13-4 OFFSETS.

(A) A fee payer can request that an offset or offsets be awarded to him/her for the value of required dedicated land or for construction of School Facilities.

(B) For each request for an offset or offsets, unless otherwise agreed, the fee payer shall retain an appraiser approved by the Department to determine the value of the dedicated land, or School Facilities, provided by the fee payer.

(C) The fee payer shall pay the cost of the appraisal.

(D) After receiving the appraisal, the Director shall provide the applicant with a letter or certificate setting forth the dollar amount of the offset, the reason for the offset, where applicable, the legal description of the site donated, and the legal description or other adequate description of the project or development to which the offset may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate, and return such signed document to the Director before the Impact Fee offset will be awarded. The failure of the applicant to sign, date, and return such document within sixty (60) days shall nullify the offset.

(E) Any claim for offset must be made not later than the time of application for Building Permit. Any claim not so made shall be deemed waived.

(F) Determinations made by the Director pursuant to this section shall be subject to the appeals procedure set forth in Section 11-13-6 below.

11-13-5 ADJUSTMENTS. The Impact Fee Schedules established by fee resolution have been reasonably adjusted for taxes and other revenue sources which are anticipated to be available to fund School Facilities.

11-13-6 APPEALS.

(A) A fee payer may appeal the Impact Fees imposed or other determinations which the Director is authorized to make pursuant to this Chapter. However, no appeal shall be permitted unless and until the Impact Fees at issue have been paid.

(B) Appeals shall be taken within ten (10) days of the Director's issuance of a written determination, by filing with the Department a notice of appeal specifying the grounds for the appeal, and depositing the necessary fee, which is set forth in the existing fee resolution for appeals of land use decisions.

(C) The Department shall fix a time for the hearing of the appeal and give notice to the parties in interest. At the hearing, any party may appear in person or by agent or attorney.

(D) The Hearing Officer is authorized to make findings of fact regarding the applicability of the Impact Fees to a given Dwelling Unit, the availability or amount of the offset, or the accuracy or applicability of an Independent Fee Calculation. The decision of the Hearing Officer shall be final, and may be appealed to the Third Judicial District Court for Summit County.

(E) The Hearing Officer may, so long as such action is in conformance with the provisions of this Chapter, reverse or affirm, in whole or in part, or may modify the determinations of the Director with respect to the amount of the School Facilities Impact Fees imposed or the offset awarded upon a determination that it is proper to do so based on principles of fairness, and may make such order, requirements, decision or determination as ought to be made, and to that end shall have the powers which have been granted to the Director by this Chapter.

(F) Where the Hearing Officer determines that there is a flaw in the School Facilities Impact Fee program or that a specific exemption or offset should be awarded on a consistent basis or that the principles of fairness require amendments to this Chapter, the Hearing Officer shall advise the City Attorney as to any question or questions that the Hearing Officer believes should be reviewed as part of the Council's review of the Impact Fee Schedule.

11-13-7 ESTABLISHMENT OF IMPACT FEES ACCOUNTS FOR SCHOOL FACILITIES.

(A) School Facilities Impact Fees shall be earmarked specifically and deposited in special interest-bearing Accounts. The fees received shall be prudently invested in a manner consistent with the investment policies of the City.

(B) Funds withdrawn from these Accounts must be used in accordance with the provisions of Section 11-13-9 below. Interest earned on the Impact Fees shall be retained in each of the Accounts and expended for the purposes for which the School Facilities Impact Fees were collected. Money in these Accounts shall not be commingled with other funds.

(C) Impact Fees shall be disbursed, expended, or Encumbered within six (6) years of receipt, unless the Council identifies in written findings an extraordinary

11-13-9 USE OF FUNDS

(A) Pursuant to this Chapter, Impact Fees:

1. Shall be used for School Facilities that reasonably benefit the new development; and

2.. Shall not be imposed to make up for deficiencies in School Facilities serving existing developments; and

3. Shall not be used for maintenance or operation of School Facilities.

(B) School Facilities Impact Fees may be spent for School Facilities within the Park City School District, including but not limited to, construction of facilities, and/or the expansion of existing facilities, and auxiliary facilities, such as cafeterias and principals' offices, including the cost of land, design, structures, equipment and furniture, site improvements, and legal and administrative costs associated with collection and disbursement of the fees and the construction of such facilities.

(C) School Facilities Impact Fees may be used to recoup costs of School Facilities previously incurred in anticipation of new growth and development to the extent that the Development Activity will be served by the previously constructed improvements or the incurred costs.

(D) In the event that bonds or similar debt instruments are or have been issued for the advanced provision of School Facilities for which School Facilities Impact Fees may be expended, School Facilities Impact Fees may be used to pay debt service on such bonds, or similar debt instruments, to the extent that the facilities or improvements provided are consistent with the requirements of this section and are used to serve the Development Activity.

11-13-10 ESTABLISHING THE SCHOOL FACILITIES IMPACT FEE. Impact Fees shall be set forth by resolution and shall be reviewed by the Council as it may deem appropriate.

11-13-11 INDEPENDENT FEE CALCULATIONS

(A) If a fee payer believes that a fee should be charged, other that the School Facilities Impact Fees determined according to the fee resolution, then the fee payer shall prepare and submit to the Director an Independent Fee Calculation for the Development Activity for which a Building Permit is sought. The documentation submitted shall show the basis upon which the Independent Fee Calculation was made. The Director is not required to accept any documentation which the Director reasonably deems to be inaccurate, unsubstantiated, or unreliable and may require the

fee payer to submit additional or different documentation prior to the Director's consideration of an Independent Fee Calculation.

(B) Any fee payer submitting an Independent Fee Calculation shall pay an administrative processing fee, per calculation, as set forth in the Impact Fee Resolution.

(C) Based on the information within the Director's possession, the Director may recommend, and the City Manager is authorized to adjust, the Impact Fee Calculation to the specific characteristics of the Development Activity, and/or according to principles of fairness. Such adjustment shall be preceded by written findings justifying the fee.

(D) Determinations made by the Director pursuant to this section may be appealed subject to the procedures set forth herein.

SECTION 4. **RENUMBERING EXISTING CHAPTERS 13 THROUGH 16 OF TITLE 11 OF THE PARK CITY MUNICIPAL CODE**. Existing Chapters 13 through 16 of Title 11 of the Park City Municipal Code are renumbered as Chapters 14 through 17 of Title 11 of the Park City Municipal Code as follows:

CHAPTER 143 - REGULATING HOURS OF WORK AND STORAGE OF MATERIALS AND EQUIPMENT

11-143- 1. POLICY. It is the policy of Park City to require construction activity on buildings to occur entirely within an approved space, including the storage of materials and equipment, and also accumulation and disposition of construction related refuse.

11-143- 2. FENCING OF PUBLIC RIGHT-OF-WAY. In those zones which permit construction of buildings up to property lines or within five (5) feet of property lines, leaving a very limited or no setback area, the building official may permit construction fences to be built across sidewalk area where there are sidewalks, or into the parking lane of the street where there is no sidewalk. Where street width will permit, in the judgement of the building official, the construction fence shall also provide a temporary sidewalk area, which may be built in the parking lane of the street. Any sidewalk built as a part of a construction site fence must be covered with a structural roof which complies with Chapter 44 of the 1991 Uniform Building Code as adopted. or its successor provisions in later editions of the Uniform Building Code as they are adopted by the City. The Uniform Building Code requirements for construction of a temporary sidewalk may be reduced or waived by the Building Official where conditions will not permit the full four (4) foot width. The location of fencing within the public way and the determination of whether to require sidewalk shall be made by the Building Official, subject to review by the City Manager. In the event that changes in parking regulations are required by the construction of such a

fence, the Police Chief is authorized to post signs prohibiting or otherwise regulating parking in the area adjoining the construction site.

11-143- 3. . CONSTRUCTION CONFINED TO APPROVED AREA. All construction work, including the storage of construction materials, supplies, temporary offices, tools, machinery, trash containers and construction vehicles shall be confined to the approved area at all times, except as follows:

(A) Delivery trucks may park outside the approved areas for a period not in excess of one hour for the purpose of loading or unloading materials and equipment. On Main Street, Heber Avenue and Swede alley delivery trucks are subject to the additional requirements of Title 9, Parking Code, which regulates delivery vehicles in these locations. .

(B) Cranes, concrete pumps and similar equipment that cannot be placed within the approved area because of space or access limitations on the site, shall not block traffic lanes on the streets without first having given the Police Department twenty-four (24) hours written notice of the intent to block the street and receiving written permission to block the street from the Police Chief or his designee. The notice of intent shall designate the duration of the blockage and its location. The Chief of Police has the authority to make temporary changes in parking regulations to keep traffic blockage to a minimum.

11-143- 4. CONTAINERIZED TRASH SERVICE REQUIRED. All construction sites, including duplexes, single family homes and remodeling projects, shall be required to obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. It shall be unlawful to permit accumulated debris, litter, or trash on any construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

11-143- 5. HOURS OF WORK. In the Historic Residential (HR-1), Historic Transitional Overlay (HTO), Residential Development (RD), Residential Development-Medium Density (RDM), Residential (R-1), Residential-Medium Density (RM), Recreation Open Space (ROS), Estate (E), Historic Residential Development Low-Density (HR-L), Single Family (SF), Single Family-Nightly Rental (SF-N), Historic Residential-Low Intensity Commercial Overlay Zone (HR-2) and Regional Commercial Overlay (RCO) Districts; it shall be unlawful for any person to perform or cause to be performed any construction work on any construction site under

and compelling reason or reasons for the City to hold the fees beyond the six-year period. Under such circumstances, the Council shall establish the period of time within which Impact Fees shall be expended or Encumbered.

11-13-8 REFUNDS

(A) If the City fails to disburse, expend, or Encumber the School Facilities Impact Fees within six (6) years of when the fees were paid, or where extraordinary or compelling reasons exist, such other time periods as established pursuant to Section 11-13-7(C) above, the current Owner of the property on which School Facilities Impact Fees have been paid may request a refund of such fees. In determining whether School Facilities Impact Fees have been disbursed, expended, or Encumbered, such fees shall be considered disbursed, expended, or Encumbered on a first in, first out basis.

(B) Owners seeking a refund of School Facilities Impact Fees must submit a written request for a refund of the fees to the Director within 180 days of the date that the right to claim the refund arises.

(C) Any School Facilities Impact Fees for which no application for a refund has been made within this 180 day period shall be retained by the City and expended on School Facilities.

(D) Refunds of School Facilities Impact Fees under this section shall include any interest earned on the School Facilities Impact Fees.

(E) When the City seeks to terminate any or all components of the School Facilities Impact Fee program, any funds not disbursed, expended, or Encumbered from any terminated component or components, including interest earned shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination, and the availability of refunds, in a newspaper of general circulation at least two (2) times. All funds available for refund shall be retained for a period of 180 days. At the end of the 180 day period, any remaining funds shall be retained by the City, but must be expended on School Facilities.

(F) The City shall refund to the current Owner of property for which School Facilities Impact Fees have been paid all School Facilities Impact Fees paid, including interest earned on the School Facilities Impact Fees attributable to the particular Development Activity, within one (1) year of the date that right to claim the refund arises, if the Development Activity for which the School Facilities Impact Fees were imposed did not occur, no impact resulted, and the Owner makes written request for a refund within 180 days of the expiration or abandonment of the permit for Development Activity.

his control or at which he is employed between the hours of 10:00 p.m. and 7:00 a.m. of the following day, or before 9:00 a.m. on Sunday. In all other zones, it shall be unlawful to perform or cause to be performed construction work between the hours of 10:00 p.m. and 6:00 a.m. of the following day. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants.

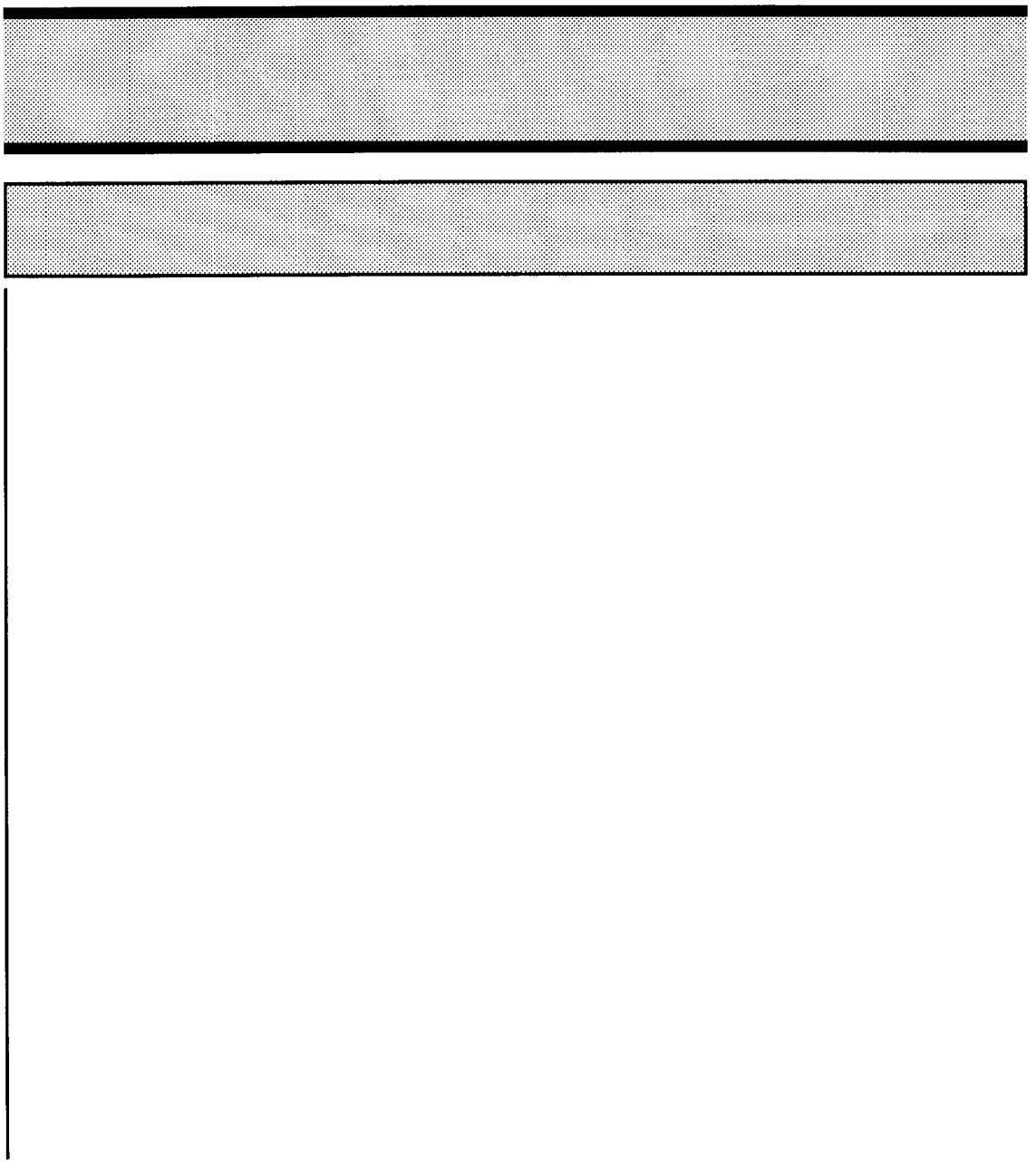
11-143- 6. RELATIONSHIP TO UNIFORM BUILDING CODE. This Chapter shall be construed as being supplemental to the Uniform Building Code as adopted. The technical requirements of the Building Code are not altered by this Chapter and to the extent there is any conflicting provision between this Chapter and the Uniform Building Code, the more restrictive provision shall apply. The Building Official shall have the authority to alter specific technical requirements of Chapter 44 of the Uniform Building Code (1991 Edition) to suit unique circumstances which might arise within Park City due to site specific conditions or narrow or steep streets.

11-143- 7. ENFORCEMENT AND PENALTIES. This Chapter shall be primarily enforced by the Building Official, with the assistance of the Police Department. When probable cause exists to believe a violation has been committed, the Building Official may issue a stop work order on any construction project until the violation is eliminated or the court finds that no violation exists. Persons violating this Chapter individually or through their employees are guilty of a Class "B" misdemeanor.

CHAPTER 154 - PARK CITY LANDSCAPING AND MAINTENANCE OF SOIL COVER

11-154- 1. AREA. This Chapter shall be in full force and effect only in that portion of Park City, Utah which is commonly known as that portion which is depicted in the map below.

MAP OF AREA SUBJECT TO LANDSCAPING AND TOPSOIL REQUIREMENTS



(ORIGINAL MAP ON FILE IN THE CITY RECORDER'S OFFICE)

and as described as follows:

Beginning at the West 1/4 Corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base & Meridian; running thence east along the center section line to the center of Section 10, T.2 South, R.4 East; thence north along the center section line to a point on the easterly Park City limit line, said point being South 00 04'16" West

564.84 feet from the north 1/4 corner of Section 10, T.2S., R.4E.; thence along the easterly Park City limit line for the following fourteen (14) courses: North 60 11'00" East 508.36'; thence North 62 56' East 1500.00'; thence North 41 00' West 30.60 feet; thence North 75 55' East 1431.27'; thence North 78 12'40" East 44.69 feet; thence North 53 45'47" East 917.79 feet; thence South 89 18'31" East 47.22 feet; thence North 00 01'06" East 1324.11 feet; thence North 89 49'09" West 195.80 feet; thence South 22 00'47" West 432.52'; thence South 89 40'28" West 829.07 feet; thence North 00 09'00" West 199.12 feet; thence West 154.34 feet to a point on the west line of Section 2, T.2S., R.4E.; thence south on the section line to the southerly right-of-way line of State Road 248; thence westerly along said southerly right-of-way line to the easterly right-of-way line of State Road 224, also known as Park Avenue; thence southerly along the easterly line of Park Avenue to the west line of Main Street; thence northerly along the westerly line of Main Street to the northerly line of 2nd Street (originally platted as 6th Street); thence easterly across Main Street to the westerly line of Swede Alley (originally platted as Farrell Alley, 6th Street, and Grant Avenue); thence northerly along the westerly line of Swede Alley to the westerly line of State Road 224, also known as Deer Valley Drive; thence northerly along the westerly line of State Road 224 to the southerly line of Section 9, T.2S., R.4E.; thence easterly to the west line of Section 10, T.2S., R.4E.; thence northerly to the point of beginning.

EXCEPTING THEREFROM all lots platted as Aerie Subdivision and Aerie Subdivision Phase 2, according to the official plats thereof recorded in the office of the Summit County Recorder.

11-154- 2. MINIMUM COVERAGE WITH TOPSOIL. All real property within the Area must be covered and maintained with a minimum cover of 6" of approved topsoil over mine tailings except where such real property is covered by asphalt, concrete or permanent structures or paving materials. Parking shall be restricted to impervious surfaces.

11-154- 3. VEGETATION. All areas in the Area where real property is covered with six inches or more of approved topsoil must be vegetated with plant material suitable to prevent erosion of topsoil.

11-154- 4. ADDITIONAL LANDSCAPING REQUIREMENTSS. In addition to the minimum coverage of topsoil requirements set forth in Section 4 and the vegetation requirements set forth in Section 5, the following additional requirements shall also be applicable:

(A) Flower or vegetable planting bed at grade - All flower or vegetable planting beds at grade shall be clearly defined with edging material to prevent edge drift and shall have a minimum depth of 24" of approved topsoil so that tailings are not mixed with the soil through normal tilling procedures. Such topsoil shall extend 12" beyond the edge of the flower or vegetable planting bed.

(B) Flower or vegetable planting bed above grade -All flower or vegetable planting beds above grade shall extend a minimum of 16" above the grade of the 6" of approved topsoil cover and shall contain only approved topsoil.

(C) Shrubs and Trees - All shrubs planted after the passage of this Ordinance shall be surrounded by approved topsoil for an area which is three times bigger than the rootball and extends 6 inches below the lowest root of the shrub at planting. All trees planted after the passage of this Ordinance shall have a minimum of 18" of approved topsoil around the rootball with a minimum of 12" of approved topsoil below the lowest root of the tree.

11-154- 5. DISPOSAL OR REMOVAL OF AREA SOIL. All soil disturbed or removed from Area, unless a representative sample tested at a State certified laboratory determines the soil is not a hazardous waste, shall be disposed of only at a facility
approved by the Utah State Department of Health, or covered on site with six inches of approved topsoil and re-vegetated as required by this Ordinance.

11-154- 6. DUST CONTROL. Contractor or owner is responsible for controlling dust during the time between beginning of construction activity and the establishment of plant growth sufficient to control the emissions of dust from any site. Due care shall be taken by the contractor or owner, to protect workmen while working within the site from any exposure to dust emissions during construction activity by providing suitable breathing apparatus or other appropriate control.

11-154- 7. CERTIFICATE OF COMPLIANCE. Upon application by the owner of record or agent to the Park City Building Department and payment of the fee established by the department, the Park City Building Department shall inspect the applicant's property for compliance with this Ordinance. When the property inspected complies with this Ordinance, a Certificate of Compliance shall be issued to the owner by the Park City Building Department.

11-154- 8. DISPOSAL. Any work that produces excess tailings not contained on the site, according to the standards set forth in this ordinance, must have a representative sample of the soil to be transported off the site tested by a State certified laboratory to determine if it is hazardous waste. If the excess soil is determined to be a hazardous waste, it must be transported to a disposal facility approved by the Utah State Health Department. Any work causing tailings to possibly be regenerated to the surface, such as digging, must collect and properly dispose of the tailings, either on site according to the standards set forth in this ordinance or off site as required by this Ordinance and state and federal law.

11-154- 9. ENFORCEMENT. With the exception of new construction, which shall be inspected and required to comply in accordance with other City

permitting and inspections, this ordinance shall be enforced through voluntary requests for
inspections to obtain Certificates of Compliance. If a request is made for the Certificate of Compliance as set forth in Section 11-15-7, then the owner of the property shall be
required to comply with the standards set forth in this ordinance.

11-154-10. WELLS. All wells for culinary irrigation or stock watering use are prohibited in the Area.

11-154-11. FAILURE TO COMPLY WITH CHAPTER. The failure to landscape, maintain landscaping, control dust or dispose of tailings as required by this Chapter shall constitute a public nuisance as determined by the City Council of Park City.

CHAPTER 165 - FLOOD DAMAGE PREVENTION

11-165- 1. STATUTORY AUTHORIZATION. The legislature of the state of Utah has delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry.

11-165- 2. FINDINGS OF FACT. The flood hazard areas of Park City are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood-proofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.

11-165- 3. STATEMENT OF PURPOSE. It is the purpose of this Chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

(A) To protect human life and health;

(B) To minimize expenditure of public money for costly flood control projects;

(C) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(D) To minimize prolonged business interruptions;

(E) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;

(F) To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;

(G) To insure that potential buyers are notified that property is in an area of special flood hazard; and

(H) To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

11-165- 4. METHODS OF REDUCING FLOOD LOSSES. In order to accomplish its purpose, this Chapter includes methods and provisions for:

(A) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

(B) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(C) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

(D) Controlling filling, grading, dredging, and other development which may increase flood damage; and

(E) Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

11-165- 5. LANDS TO WHICH THIS CHAPTER APPLIES. This Chapter shall apply to all areas of special flood hazard within the jurisdiction of Park City.

11-165- 6. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD. The areas of special flood hazard identified by the Federal

Emergency Management Agency in its Flood Insurance Study, dated July 16, 1987, with accompanying Flood Insurance Rate Map (FIRM), is adopted by reference and declared to be a part of this Chapter. The study and FIRM are on file at the Park City Planning Office, 445 Marsac Avenue, Park City, Utah. The City may, from time to time, adopt additional or updated maps prepared by FEMA, which maps would then further define the areas of special flood hazard.

11-16~~5~~- 7. COMPLIANCE. No structure or land shall hereafter be constructed, located, extended, or altered without full compliance with the terms of this Chapter and other applicable regulations.

11-16~~5~~- 8. ABROGATION AND GREATER RESTRICTIONS. This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter and other Titles or Chapters of this Code, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

11-16~~5~~- 9. INTERPRETATION. In the interpretation and application of this Chapter, all provisions shall be:

(A) considered as minimum requirement;

(B) liberally construed in favor of the governing body; and

(C) deemed neither to limit nor repeal any other powers granted under state statute.

11-16~~5~~-10. WARNING AND DISCLAIMER OF LIABILITY. The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of Park City, or any officer or employeethereof, or the Federal Emergency Management Agency for any flood damages that result from reliance on this Chapter or any administrative decision lawfully made thereunder.

11-16~~5~~-11. ESTABLISHMENT OF DEVELOPMENT PERMIT. A Development Permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 11-16~~5~~-6. Application for a Development Permit shall be made on forms furnished by the Building Official and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or

proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

(A) Elevation, in relation to mean seal level, of the lowest floor (including basement) of all structures;

(B) Elevation, in relation to mean sea level, to which any structure has been flood proofed;

(C) Certification by a registered professional engineer or architect that the flood-proofing methods for any non-residential structure meet the flood-proofing criteria in Section 11-16~~5~~-14; and

(D) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

11-16~~5~~-12. DESIGNATION OF THE BUILDING OFFICIAL AS LOCAL ADMINISTRATOR. The Building Official is hereby appointed to administer and implement this Chapter by granting or denying development permit applications in accordance with its provisions.

11-16~~5~~-13. DUTIES AND RESPONSIBILITIES OF THE BUILDING OFFICIAL. Duties of the Building Official shall include, but not be limited to:

(A) **Permit Review**

(1) Review all development permits to determine that the permit requirements of this Article have been satisfied.

(2) Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.

(3) Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 11-16~~5~~-11 are met.

If it is determined that there is no adverse effect and the development is not a building, then the permit shall be granted without further consideration.

If it is determined that there is an adverse effect, then technical justification (i.e., registered professional engineer) for the proposed development shall be required.

If the proposed development is a building, then the provisions of this Chapter shall apply.

(B) **Use of other base flood data**. When base flood elevation data has not been provided in accordance with Section 11-165-6, the Building Official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source in order to administer Section 11-165-15 Specific Standards.

(C) **Information to be obtained and maintained**.

(1) Obtain and record the actual elevation (in relation to mean seal level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

(2) For all new or substantially improved flood-proofed structures, verify and record the actual elevation (in relation to mean sea level) to which the structure has been flood-proofed, maintain the flood-proofing certifications required in Section 11-165-11 (C) and maintain for public inspection all records pertaining to the provisions of this Chapter.

(D) **Alteration of Watercourses**. Notify adjacent communities and the State Division of Comprehensive Emergency Management prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Management Agency. The Building Official shall also require that maintenance is provided within the altered or relocated portion of said watercourse so that flood carrying capacity is not diminished.

(E) **Interpretation of FIRM boundaries**. Make interpretations where needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions).

(F) **Variances**. Appeals and requests for variances from the requirements of this Chapter shall be heard in accordance with the established procedures of Park City. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

11-165-14. GENERAL STANDARDS. In all areas of special flood hazards, the following standards are required:

(A) **Anchoring**. All new construction and substantial improvements including manufactured homes (which are controlled by the Land Management Code) shall be anchored to prevent floatation, collapse, or lateral movement of the structure.

All manufactured homes must be elevated and anchored to resist floatation, collapse or lateral movement and capable of resisting the hydrostatic and hydrodynamic loads. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces. Specific requirements may be:

(1) Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations, with manufactured homes less than 50 feet long requiring one additional tie per side;

(2) Frame ties be provided at each corner of the home with five additional ties per side at intermediate points, with manufactured homes less than 50 feet long requiring four additional ties per side;

(3) All components of the anchoring system be capable of carrying a force of 4,800 pounds; and

(4) Any additions to the manufactured home be similarly anchored.

(B) **Construction materials and methods**.

(1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

(3) All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(C) **Utilities**

(1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and

(3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(D) **Subdivision Proposals**

(1) All subdivision proposals shall be consistent with the need to minimize flood damage;

(2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;

(3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and

(4) Base flood elevation data shall be provided for subdivision proposals and other proposed development which contain at least 50 lots or five acres (whichever is less).

11-165-15. SPECIFIC STANDARDS. In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 11-165-13 (B) the following standards are required:

(A) **Residential Construction**. New construction and substantial improvement of any residential structure shall have the lowest floor, including the basement, elevated to or above base flood elevation. Within any AO or AH zone on the FIRM, all new construction and substantial improvement of residential construction shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Within any AO or AH zone, adequate drainage paths around structures shall be required to guide floodwater around and away from proposed structures.

(B) **Non-residential Construction**. New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to the level of the base flood elevation; or together with attendant utility and sanitary facilities, shall:

(1) Be flood-proofed so that below the base flood level, the structure is watertight with walls substantially impermeable to the passage of water;

(2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

(3) Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the Official as set forth in Section 11-165-13(C)(2).

(4) Within any AO or AH Zone on the FIRM, all new construction and substantial improvement of non-residential structures (i) shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified; or (ii) together with attendant utility and sanitary facilities be completely flood-proofed to that level to meet the flood-proofing standard specified in Section 11-16~~5~~-15(B), above. Within any AO or AH Zone, adequate drainage paths around structures shall be required to guide floodwater around and away from proposed structures.

(C) **Openings in enclosures below the lowest floor**. For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding shall be designated to automatically equalize the hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

(1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

(2) The bottom of all openings shall be no higher than one foot above grade; and

(3) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.

(D) **Manufactured homes**. Manufactured homes shall be anchored in accordance with Section 11-16~~5~~-14 (A). All manufactured homes or those to be substantially improved shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation and is securely anchored to an adequately anchored foundation system.

11-15-16. FLOODWAY. Located within areas of special flood hazard established in Section 11-16~~5~~-6 are areas designated as floodway. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

(A) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall

not result in any increase in flood levels during the occurrence of the base flood discharge.

(B) If Section 11-16~~5~~-16. (A) is satisfied, all new construction and substantial improvement shall comply with all applicable flood hazard reduction provisions of Section 11-16~~5~~-14 and Section 11-6~~5~~5-15.

CHAPTER 16 - PENALTIES AND VIOLATIONS.

11-17~~6~~- **1. VIOLATIONS**. No person, firm, or corporation, whether as owner, lessee, sublessee, or occupant, shall erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy, or maintain any building or premises, or cause or permit the same to be done, contrary to or in violation of any of the provisions of the applicable sections of the codes adopted pursuant to this Title or of any order issued by the Building Official hereunder.

11-17~~6~~- 2. PENALTY. Any person failing to comply with the provisions of this Title, shall be guilty of a Class B misdemeanor and on conviction therefor shall be punished by fine or by imprisonment for not more than six months or by both fine and imprisonment.

11-17~~6~~- 3. CONTINUING OFFENSES DEEMED DAILY VIOLATION. In all instances where the violation of these ordinances is a continuing violation, a separate offense shall be deemed committed on each day during or on which the violation occurs or continues.

CHAPTER 18~~7~~ - GENERAL PROVISIONS.

11-18~~7~~- **1. REPEAL OF CONFLICTING ORDINANCES**. All previous adoptions of the Uniform Building, Housing, Fire, Abatement of Dangerous Building, Mechanical, Plumbing, Sign and Electrical Codes are hereby repealed and supplanted with the codes adopted herein.

11-18~~7~~- 2. COPIES AVAILABLE FOR PUBLIC USE. Copies of the Uniform Building, Housing, Fire, Abatement of Dangerous Buildings, Mechanical, Plumbing, Sign and Electrical Codes are on file in the office of the City Recorder for use and examination by the public.

11-18~~7~~- 3. SEPARABILITY OF ORDINANCES. Should any section, clause or provision of the codes adopted pursuant to this ordinance be declared by a court of competent jurisdiction to be invalid, such declaration of invalidity shall not affect the validity of any other section or provision of this Ordinance or the codes adopted herein and each such section, clause, or provision is hereby declared to be separate and distinct.

SECTION 5: **SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code, since the same would have been enacted by the City Council without incorporation in this Code of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6: **EFFECTIVE DATE**. This Ordinance shall take effect immediately.
PASSED AND ADOPTED THIS 23 DAY OF JUNE, 1994

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

PARK CITY MUNICIPAL CORPORATION

Ruth Gezelius

RUTH GEZELIUS, MAYOR PRO TEMPORE

ATTEST:

Anita L. Sheldon

ANITA L. SHELDON, CITY RECORDER

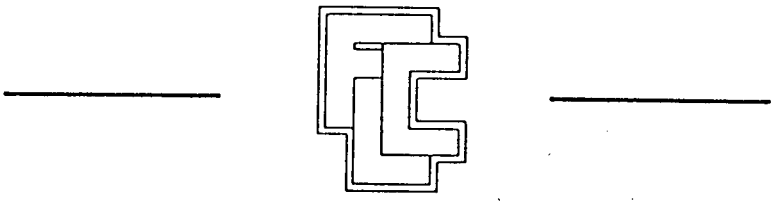
APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

LONG-RANGE CAPITAL IMPROVEMENTS PROGRAM

PARK CITY SCHOOL DISTRICT
Summit County, Utah

Submitted by:



Freilich, Leitner & Carlisle
1000 Plaza West 4600 Madison Kansas City, Missouri 64112-3012 (816) 561-4414 FAX (816) 561-7931

April 8, 1994

PUBLIC SCHOOL SYSTEM
LONG-RANGE CAPITAL IMPROVEMENTS PROGRAM

Park City School District
Summit County, Utah

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EXECUTIVE SUMMARY

The adopted Snyderville Basin Land Use Plan references the need for the County to prepare capital facilities elements for each major capital facility provided in the County and serving County needs. The Public School System Long-Range Capital Improvements Program (CIP) is intended to provide baseline information on existing facilities and to relate those facilities to the needs of the existing population; to establish appropriate level of service standards by which facility provision can be measured; to analyze historic, current and projected future student enrollment; and to translate projected future student enrollment into demand for school facilities at the adopted level of service standard.

With the data and analysis, a long-range capital improvements program (CIP) can be formulated which will indicate (1) when new schools will need to be built so that the adopted level of service standard is maintained and (2) the cost of the new school facilities.

The Long-Range Capital Improvements Program will then provide the necessary supporting documentation for the development of a school facilities impact fee to be imposed on all new residential development. (The impact fee is not imposed on non-residential development because of the lack of an adequate "nexus" between such development and demands created for new schools.) Any current school facility deficiencies will be funded by existing authorized bond issues, whereas impact fees will help to fund schools needed to meet demands generated by new residential growth and development.

The school facilities impact fee has been calculated using a detailed, sophisticated methodology designed to meet any applicable legal test; the reasonable relationship test, the rational nexus test, and even the specifically and uniquely attributable test, as well as to meet the legal requirements imposed by *Nollan v. California Coastal Commission*, 483 U.S. 825, 107 S.Ct. 3141, 97 L.Ed.2d 677 (1987) and *Dolan v. Tigard*, 854 P.2d 437 (Or. 1993), when decided by the United States Supreme Court.

The significant factors indicating when a new school facility is needed are: the capacity of the existing schools; the current enrollment in the existing schools; the number of students projected to be enrolled in the School District, by grade, over the capital improvements programming period; the student generation rate on a per-dwelling-unit basis; and, whether a new school should be constructed as soon as capacity is reached in the existing school facilities or at some other time. For purposes of this analysis, we have assumed that schools can still operate effectively at levels up to 120% of capacity; but, when that level is exceeded, a new school should be built.

KEY LONG-RANGE CAPITAL IMPROVEMENTS PROGRAM FACTS

• Existing (1993/94) Student Enrollment (all grades):		2,791
• Projected (2013/14) Student Enrollment (all grades):		10,436
• Existing Level of Service Standard:		25 students per classroom
• Existing Number of Classrooms:		149 (est.)
• Existing School Facilities Capacity (1994/95):		2,925
• Student Generation Rate (SGR) per existing dwelling unit (DU)(using average, rather than marginal SGR)		0.326
• Difference in Student Enrollment between 1994/95 and 2013/14:		7,645
• Additional Classrooms Needed to serve projected 2013/14 enrollment (at 25 students per classroom):		306
• Additional School Facilities Needed (1994/95 - 2013/14); year when needed; and cost based on 13-year trend projection and 25 student per classroom LOS:		
Elementary Schools (4)		
2003/04 (capacity - 650 students)	$7,704,750	
2007/08 (capacity - 650 students)	$7,704,750	
2010/11 (capacity - 650 students)	$7,704,750	
2013/14 (capacity - 650 students)	$7,704,750	
Middle Schools (2)		
1998/99 (capacity - 1,000 students)	$16,855,000	
2011-12 (capacity - 1,000 students)	$16,855,000	
High Schools (2)		
1997-98 (capacity - 1,400 students)	$26,880,000	
2012-13 (capacity - 1,400 students)	$26,880,000	
	$118,290,000	
• School Facilities Impact Fee per dwelling unit		$3,393

The Student Generation Rate (SGR) of 0.326 is the average per dwelling unit (DU) derived by dividing the total number of dwelling units as of 6/93 by the 8/93 existing student enrollment. This average approach assumes, for planning and capital improvements programming purposes, that all DU's are equal, since the School District must be prepared to serve all school age children, and because no one can predict when a dwelling unit might convert from primary to secondary, nor what the vacancy rate will be, nor how many school age children are actually in particular dwelling units. The alternative of utilizing a "marginal" SGR, which would focus on the student generation rate of the most recent families locating to the Snyderville Basin rather than the average of all DU's, is less practical due to the absence of reliable data and may skew the actual number of school age children.

In fact, the student population appears to be increasing more rapidly than the rate of new development. While a superficial analysis may conclude that the SGR is going up, other factors may be responsible for the change, including a decline in the vacancy rate or a shift in the proportion of primary to secondary homes.

PUBLIC SCHOOL SYSTEM
LONG-RANGE CAPITAL IMPROVEMENTS PROGRAM (CIP)

Park City School District
Summit County, Utah

I. INTRODUCTION

This Public School System Long-Range Capital Improvements Program describes the Park City School District (hereinafter "School District") and analyzes the additional school facilities which will be required to adequately serve the projected future School District population.

The CIP provides information on, and an analysis of, the following:

- baseline inventory of existing/planned public school facilities,
- level of service standards for school facilities,
- historic and current student enrollment,
- adequacy of existing/planned school facilities,
- existing school facilities financing alternatives, and
- requirements for the provision of school facilities pursuant to the applicable City and County concurrency requirements.[1]

[1] Summit County has adopted a public facilities "concurrency requirement" as part of the land development regulations applicable to new development within the unincorporated areas of the Snyderville Basin. Snyderville Basin Development Code, §§ 4.15 and 5.5(a); Snyderville Basin General Plan, Land Use Element Policies 16-18. This regulation requires that public facilities needed to serve new development, such as schools, roads, water, sanitary sewer and parks be available concurrent with the new development. If the construction of a specific development project will generate a demand for public facilities greater than the excess capacity available, the development must be delayed until adequate capacity is available, constructed in phases, or reduced in density/size to decrease the facility demand. Precise definitions in the Land Development Regulations govern the determination of facility capacity and availability and whether a specific development proposal may be approved by Summit County. The application of the concurrency requirements to the Snyderville Basin public school system is discussed in Section IV of this Long-Range Capital Improvements Program.

II. EXISTING PUBLIC SCHOOL SYSTEM AND FACILITIES

Public education in the Snyderville Basin is provided by the Park City School District ("School District"). The School District provides educational services and facilities from kindergarten level through high school (K-12). The School District is noted throughout the State of Utah for its high quality of education. The educational quality provided by the Park City School District has been a contributing factor in attracting growth and maintaining a high quality of life for County residents.

A. INVENTORY OF EXISTING FACILITIES

The School District currently operates four (4) school facilities, including two elementary schools (Parley's Park Elementary and McPolin Elementary), one middle school (Treasure Mountain Middle School), and one high school (Park City High School). In addition, a new elementary school in the Jeremy Ranch area is under construction and planned for completion in the fall of 1994. Exhibit 1 lists existing school facilities in the School District. Existing non-school facilities needed to support the provision of school services, include a bus garage and the leased district offices.

The existing schools have a total enrollment of 2,791 and a total capacity of 2,925 students using the School District standard of 25 students per classroom. Exhibit 1 also shows the maximum regulatory capacity using State standards (3,040 students).[2] The School District standards are used throughout this CIP to identify facility needs and to calculate impact fees. The State's standards are provided for comparative purposes only.

Exhibit 1 shows that Middle School enrollment currently exceeds capacity. However, the Middle School is currently serving the 5th and 6th grades as well as the 7th and 8th grades. In the Fall of 1994, with the addition of Jeremy Ranch Elementary School, the School District is committed to shifting Elementary Schools to grades K-5, thereby relieving pressure on the Middle School. In the more distant future, it is possible that Elementary Schools will serve grades K-6, and that the Middle School will serve only grades 7 and 8 or, grades 7 through 9, with High Schools releasing grade 9. Clearly, the School District has considerable flexibility by having the ability to shift grades between school types. Building capacities also can be temporarily expanded by creating classroom space within larger activity areas (i.e., computer center or media center currently used for other purposes), by shifting grade levels to other schools and by shifting to extended day programs, double sessions, or a year round schedule.

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[2] Regulatory standards refer to those adopted by the State of Utah (see Exhibit 1, infra).

Permanent additional capacity can be provided by expanding existing facilities or by constructing new school facilities. The need for and timing of the provision of additional school facilities is discussed in Section III.

Exhibit 1: Existing Public School Facilities Inventory (Fall 1993)

SCHOOL	GRADE LEVELS	DATE BUILT	EXISTING CONDITION	EXISTING ENROLLMENT	STUDENT CAPACITY[1]	REGULATORY CAPACITY[2]
Elementary Schools						
Parley's Park	K-4	1980	Good		525	541
McPolin	K-4	1991	Excellent		600	621
Subtotal				1,108	1,125	1,162
Middle Schools[3]						
Treasure Mountain	5-8	1982	Fair	958	850	966
High School						
Park City High	9-12	1978	Good	725	950	912
TOTAL STUDENT CAPACITY				2,791	2,925	3,040

Notes:

1 Student capacities in this column reflect the Park City School District standard of 25 students per classroom for grades 1 - 12 and fifty students per classroom for kindergarten (kindergarten classrooms operate with two sessions/teacher).

2 The State of Utah has established the following school facility standard (identified herein as regulatory capacity):

Kindergarten = 48 students/room, per day, two one-half day sessions;
Grades 1-3 = 25 students/room;
Grades 4-6 = 30 students/room;
Middle school = 27 students/room;
High school = 24 students/room.

Utah Administrative Code R277-458-3.C(3)(a). The Park City School District standards are provided in this document for comparative purposes because the School District and the citizens served by the School District are committed to maintaining this level of service.

3 Capacity figures for the Middle School have been adjusted to reflect six (6) periods per day rather than the typical seven (7) period day. A six (6) period schedule reduces the need for rotating teachers during the teachers' prep period. The School District attempts to minimize the use of rotating teachers where possible because rotating teachers requires space for preparation, materials, student displays, storage, supplies, and specialized equipment as well as space for student conferences and preparation time. In addition, there are other educational reasons for minimizing the use of rotating teachers.

Exhibit 2 shows that with Jeremy Ranch Elementary School in operation, with projected Fall 1994 enrollments and with grade 5 in the Elementary Schools, the enrollment will be within the available capacities for all three (3) school types.

Exhibit 2: Public School Facilities Inventory (Fall 1994)[1]

SCHOOL	GRADE LEVELS	DATE BUILT	PROJECTED CONDITION	PROJECTED ENROLLMENT	STUDENT CAPACITY	REGULATORY CAPACITY
Elementary Schools						
Parley's Park	K-5	1980	Good		525	541
McPolin	K-5	1991	Excellent		600	621
Jeremy	K-5	1994	Excellent		800	831
Subtotal				1,419	1,925	1,993
Middle Schools						
Treasure Mountain	6-8	1982	Fair	798	850	966
High School						
Park City High	9-12	1978	Good	817	950	912
TOTAL STUDENT CAPACITY				3,034	3,725	3,871

1 See Exhibit 1, Notes 1-3.

Exhibit 3 assumes that Grade 6 is shifted from the Middle School to the Elementary Schools in the Fall of 1995. This is hypothetical only, but is intended to demonstrate the flexibility that can be achieved by such shifts, which are less expensive than adding permanent, or even temporary, facilities. Shifting grades is a very realistic alternative to double sessions or year-round schedules which, while they do not cause the school district to incur capital costs, have a significant impact on personnel, operations and maintenance costs incurred by the School District.

Exhibit 3: Public School Facilities Inventory (Future Possibility: Fall 1995)[1]

SCHOOL	GRADE LEVELS	DATE BUILT	PROJECTED CONDITION	PROJECTED ENROLLMENT	STUDENT CAPACITY	REGULATORY CAPACITY
Elementary Schools						
Parley's Park	K-6	1980	Good		525	541
McPolin	K-6	1991	Excellent		600	621
Jeremy	K-6	1994	Excellent		800	831
Subtotal				1,769	1,925	1,993
Middle Schools						
Treasure Mountain	7-8	1982	Fair	570	850	966
High School						
Park City High	9-12	1978	Good	922	950	912
TOTAL STUDENT CAPACITY				3,261	3,725	3,871

1 See Exhibit 1, Notes 1-3.

School District facility locations and current elementary school service areas are shown on Map 1. The boundaries of the service areas of elementary schools will change when Jeremy Elementary School is opened next year and in the future as the student population distribution changes and as new school facilities are added. The modification of school facilities service area boundaries is one important method of maximizing school facility usage while avoiding overcrowding. In the future, the School District may also have multiple Middle and High Schools with varying service areas which may also be adjusted over time.[3]

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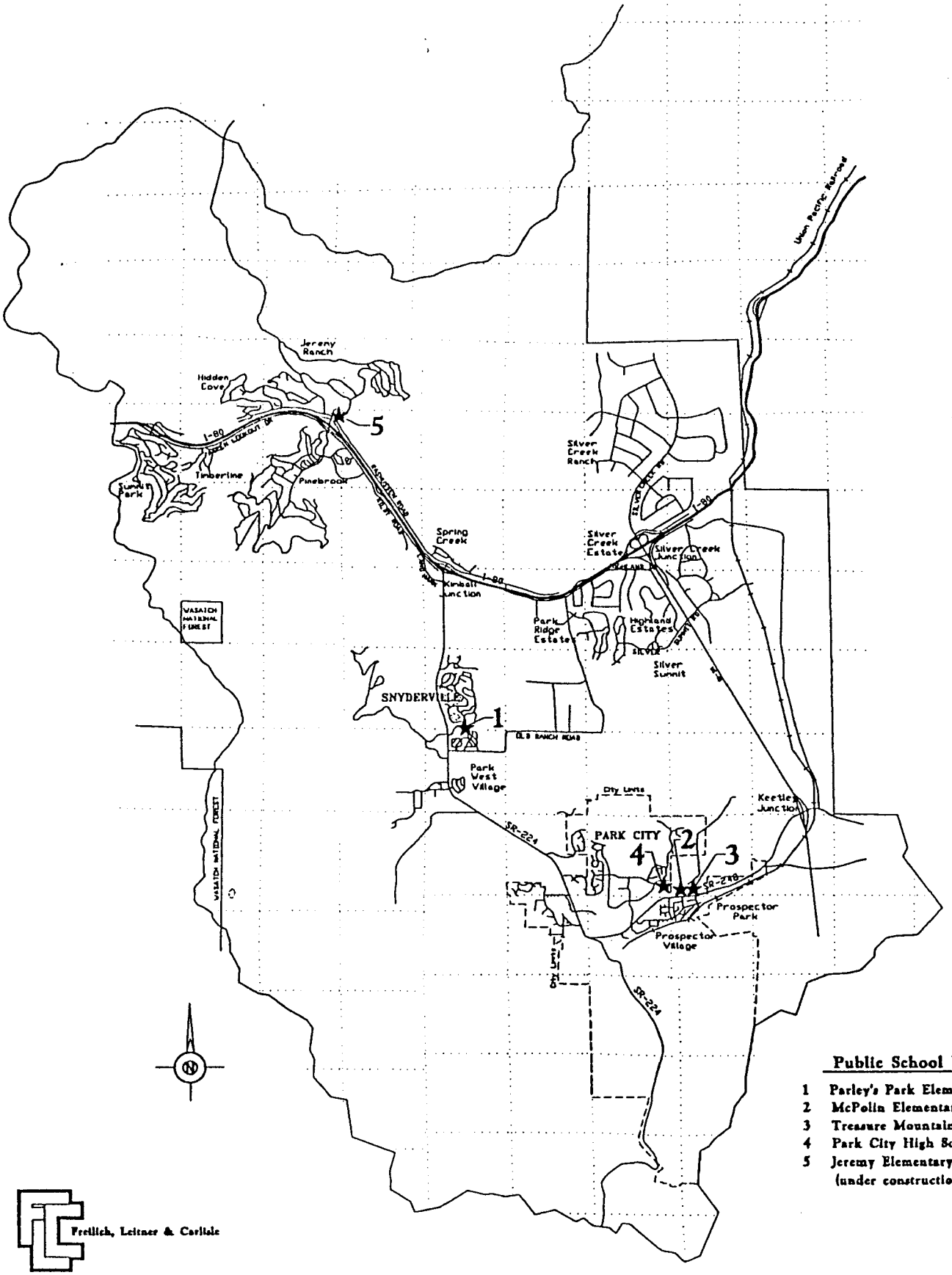
[3] While efficiency can be achieved through the use of shifts in grades from one school type to another, through districting and by other means, it is unreasonable to expect that any school district will achieve 100% efficiency in the use of facilities due to a variety of reasons that range from educational to social to political.

Map 1: Park City School District School Facility Locations



Public School Facilities

1. Parley's Park Elementary School
2. McPolin Elementary School
3. Treasure Mountain Middle School
4. Park City High School
5. Jeremy Elementary School Site (under construction in 1993-94)

Freilich, Leitner & Carlisle

B. SCHOOL FACILITY LEVEL OF SERVICE STANDARDS

The School District uses a Students per Classroom Ratio (SCR) as the level of service (LOS) standard for school facilities. Pursuant to this methodology, the number of classrooms in a school facility is multiplied by the applicable SCR to determine the number of students who can be accommodated without experiencing overcrowding conditions.[4]

The School District is committed to maintaining a high level of service standard by establishing the SCR (i.e., the number of students per classroom) at 25. This standard is an important component in providing high quality educational services to the local community. The community's support for this standard has been established through the successful passage of a school facilities bond issue in 1991 to allow the School District to construct an additional elementary school.

The SCR level of service standard of 25 students per classroom established by the School District and used in this CIP serves several functions. First, the standard is applied to existing enrollment figures to determine whether there are existing deficiencies which need to be corrected. Second, the standard is applied to future growth and enrollment forecasts to determine future capital facilities needs (see Section III). Third, the level of service standard is used to determine the available capacity of school facilities pursuant to the concurrency requirements imposed by the Summit County Land Development Regulations and the similar concurrency requirements imposed by Park City. Finally, the SCR level of service standard is used in the calculation of the proposed school facilities impact fee to be imposed on new residential development by Summit County and Park City to help assure that the additional school facilities required to serve new development are available.

The timing, financing and construction of additional school facilities is the responsibility of the School District. However, with the use and application of school impact fees and school facility concurrency requirements by Summit County and Park City, these local jurisdictions become active participants in the financing and planning

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[4] There are several other methods of establishing a level of service standard for schools, including a Students per Teacher Ratio (STR) and a square footage per student ratio (SFSR). The former differs from the Students per Classroom Ratio because most schools have teachers or teaching specialists of various kinds who do not have an assigned classroom. The latter is used by the State of Utah for the purpose of defining school building program needs pursuant to the School Building Equalization Act of 1977, UCA § 53A-21-104(2); Utah Admin. Code R300-458.

of additional school facilities. Thus, the SCR provides a basis for coordination between the School District and the local agencies on land use and capital facilities planning issues, for estimation of the school facilities capacity available for future growth, and for assigning responsibilities for financial contributions to future school needs between new development and existing residents.[5]

C. HISTORIC AND EXISTING STUDENT ENROLLMENT

The School District's student enrollment has increased significantly over the past decade, with growth particularly accelerating during the past five years. Exhibit 4 graphically depicts the School District's rapid enrollment increases. Exhibit 5 identifies the School District's historic student enrollment by school year, grade and type of school from 1980 through the fall of 1993. Since 1980, enrollment has increased by an average of 9.4 percent annually. In the seven (7) year period from 1986-87 to 1993-94, student enrollment doubled (from 1,351 students to 2,791 students). In the last five years, the average annual increase in enrollment jumped to 12.8 percent. If enrollment continues to increase by 9.4 percent annually, it will more than double current student enrollment numbers by the year 2001. At the 12.8 percent annual growth rate experienced in the last five years, enrollment will more than double by 1999. Exhibits 4 and 5 are, however, solely historical in nature and do not represent projections of future development. The discussion of past percentage increases are extrapolated into the future for comparative purposes only.

Because of the rapid increase in the student population, the School District is legitimately concerned about providing and financing sufficient additional school facilities to serve the projected school population while maintaining the adopted level of service standard and educational standards. This Long-Range CIP has been prepared to assess the need for additional school facilities (both in terms of the quantity and the timing of the needed facilities). It also provides the basis for the adoption of a school impact fee by Summit County and Park City to help finance additional school facilities required to serve new development.

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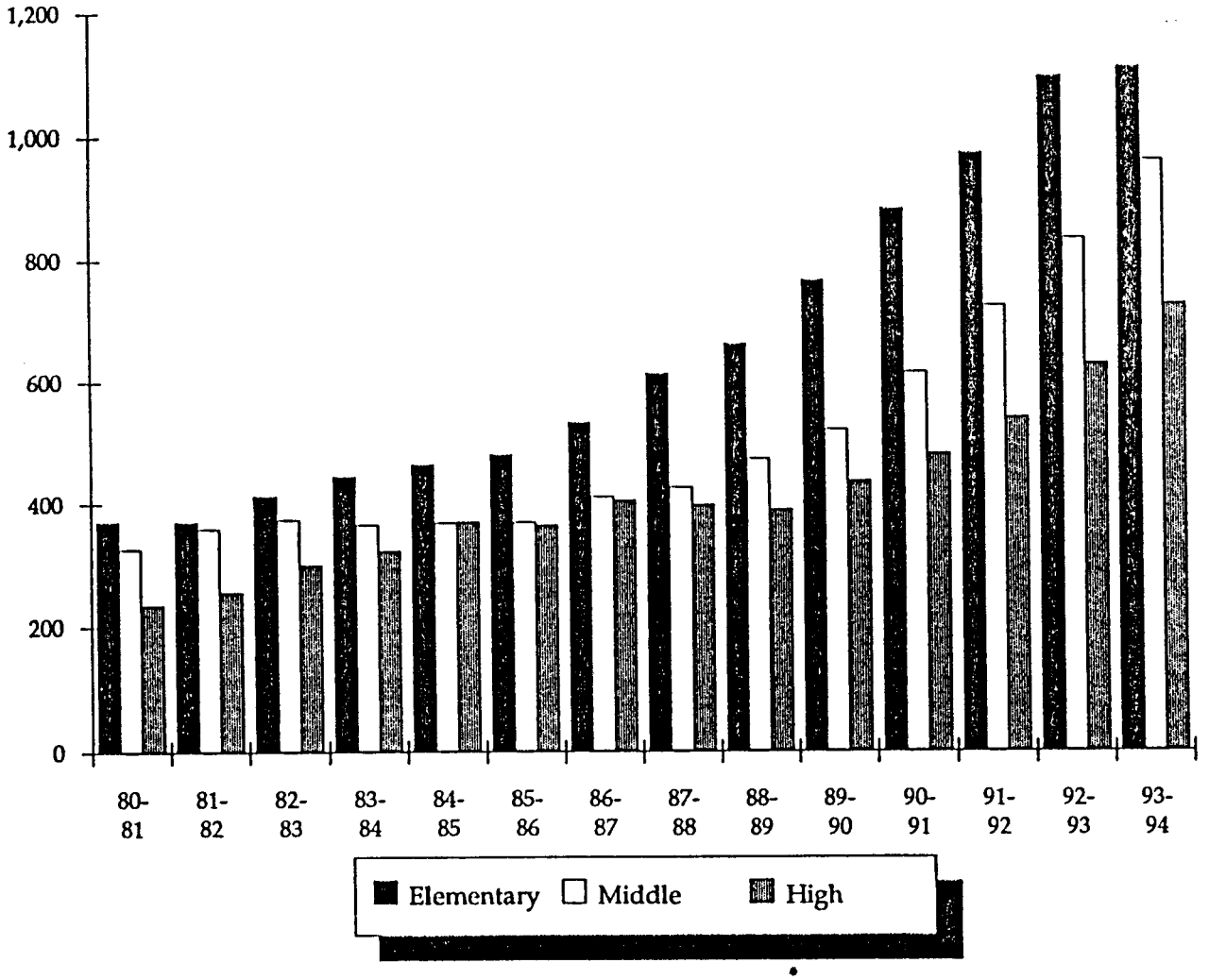
[5] Since the School District does not have police power regulatory authority, it may not adopt, impose, or enforce either impact fees or a concurrency requirement. These powers are only available to the County and the City. However, the School District, the County and the City may enter into inter-local agreements so that the City and County can transfer impact fee funds to the School District for expenditures on school facilities in accordance with the Public School System CIP (See Section VI, *infra*). The inter-local agreement may also provide for the City and County to obtain input from the School District prior to making decisions on whether a proposed development meets the respective concurrency requirement.

Exhibit 4: Student Enrollment Trends by School Type (1980/81 - 1993/94)[1] [2]



1 Chart has not been adjusted to reflect years when Fourth Grades have been temporarily placed in Middle School facilities. See Exhibit 5.

2 The dramatic increase in elementary school enrollment portends a similar increase in Middle and High Schools several years later as these students move to a higher grade level each year.

Exhibit 5: Student Enrollment History
1980 - 1993

School Type & Grade	School Year													
	80-81	81-82	82-83	83-84	84-85	85-86	86-87	87-88	88-89	89-90	90-91	91-92	92-93	93-94
Elementary School														
Kindergarten	77	67	102	84	93	95	108	121	114	164	179	183	183	187
First	72	83	69	104	90	93	110	118	145	138	191	216	216	196
Second	66	77	80	82	99	95	111	128	134	158	155	201	255	225
Third	67	72	83	87	89	95	107	125	136	148	170	184	226	261
Fourth	90	72	79	88	93	101	96	119	132	156	186	186	212	239
Subtotal	372	371	413	445	464	479	532	611	661	764	881	970	1,092	1,108
Middle School														
Fifth	96	97	78	72	97	100	111	104	120	138	166	208	214	248
Sixth	77	92	110	81	79	95	105	112	116	131	149	180	232	242
Seventh	78	83	98	103	95	81	99	111	114	127	150	174	194	250
Eighth	76	87	88	109	97	93	95	98	122	123	147	160	192	218
Subtotal	327	359	374	365	368	369	410	425	472	519	612	722	832	958
High School														
Ninth	69	77	87	95	105	95	103	100	99	116	136	158	184	196
Tenth	60	63	83	88	100	98	99	101	99	110	120	134	173	196
Eleventh	62	54	62	81	84	93	100	100	100	109	118	125	151	188
Twelfth	44	62	68	59	81	78	102	96	91	100	105	122	119	145
Subtotal	235	256	300	323	370	364	404	397	389	435	479	539	627	725
Handicapped	3	4	3	4	5	9	5	7	7	0	0	0	0	0
District Total	937	990	1,090	1,137	1,207	1,221	1,351	1,440	1,529	1,718	1,972	2,231	2,551	2,791

Notes:

* Enrollment as of September 1993.

▨ Indicates years when Fourth Grades have been temporarily placed in Middle School facilities to avoid overcrowding of Elementary School facilities.

The Land Use Element of the Snyderville Basin General Plan, adopted by Summit County, establishes a "concurrency" management policy that requires the County to base future land use decisions on the available capacity of public school facilities and services.[6] Development in the unincorporated areas of the Snyderville Basin cannot be approved if that development will cause a reduction in the adopted LOS standards for school facilities. If current school facilities are inadequate to accommodate a new development, the County may deny approval, defer approval until the school facilities can absorb the additional population generated by the development, and/or require the development to participate with the School District to bring the school facilities up to the level of service standard. Similar concurrency requirements should be put into effect in

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[6] There is precedent in Utah for basing land use decisions on school capacity. *Chevron Oil v. Beaver County*, 22 Utah 2d 143, 449 P.2d 989 (1969)(upholding denial of rezoning based in part on adequacy of school facilities). In addition, existing legislation uses a variation of concurrency for industrial buildings. In areas where the development of industrial plants will cause additional school buildings due to increases in workers, state law prohibits the approval of land use permits for the industrial buildings until adequate school buildings exist or firm commitments are available for expansion:

> A state officer or local government official may not issue a construction permit or other authorization for the construction of a remote industrial plant requiring the provision of a new community, including new public elementary and secondary school buildings, until the local school board or the district in which the plant will be located has certified to the state office or local official, in writing, that the district has obtained the funds, or a firm commitment that funds will be made available as necessary, to build the required minimal school facilities. (UCA § 53A-22-105)

Other states have also approved concurrency requirements tied to school capacity. *Builders Association of Santa Clara-Santa Cruz Co. v. Superior Court of Santa Clara County*, 529 P.2d 582, 118 Cal.Rptr. 158 (1974), *diss'd*, 427 U.S.901 (upholding policy prohibiting rezoning to residential classifications where reduction in school LOS would result); *Matter of Joseph v. Town Board of Town of Clarkstown*, 24 Misc.2d 366, 198 N.Y.S.2d 695 (Sup.Ct. 1960)(upholding denial of special permits in order to avoid school overcrowding); *Associated Home Builders v. City of Livermore*, 18 Cal.3d 582, 135 Cal.Rptr. 41, 557 P.2d 473 (1976)(initiative prohibiting residential development pending resolution of school deficiencies not unconstitutionally vague for failure to define terms where essential terms were defined in School Board resolution); *Malmar Associates v. Board of County Commissioners*, 260 Md. 292, 272 A.2d 6 (1971)(upholding denial of special permit based on school capacity); *Mira Development Corp. v. City of San Diego*, 205 Cal.App.3d 1201, 252 Cal.Rptr. 825, 834-35 (1988)(upholding refusal to rezone based on inadequate school facilities; *William S. Hart Union High School District v. Regional Planning Commission*, 266 Cal.App.3d 1612, 277 Cal.Rptr. 645 (1991); cf. *Rosenberg v. Maryland-National Capital Park & Planning Comm'n*, 307 A.2d 704 (Ct.App. 1973)(Board findings under APFO for schools held arbitrary and capricious; validity of ordinance not discussed). Montgomery County, Maryland's APFO, which is tied to school and transportation facilities, was recently sustained against a takings challenge. *Schneider et al. v. Montgomery County*, Nos. 39760, 41353, 49965, 51370 (Montgomery County Circuit Court 1991).

Park City so that the City also addresses school (LOS) as part of the development approval process.

D. EXISTING SYSTEM FINANCING

As shown in Exhibit 6, as of 9/93, the School District appeared to be approaching the limits of its capacity to finance needed facilities through taxation, although it actually had ample available debt capacity (i.e., $67 million minus $24 million equals $43 million). The average annual cost to educate one student in the School District is $9,927 ($3,400 for operations and maintenance and $6,527 for capital, construction and transportation).[7] The public school system is financed primarily by local property taxes. The School District had a legal debt capacity of approximately $67 million and an *ad valorem* tax limit of 0.002400 (12.00 mills[8]). Total School District debt and authorized but unissued debt was approximately $24 million, equal to 36% of the School District's legal debt limit capacity. However, the School District was at the legal maximum of the capital outlay and debt service tax levy (.002400), due to a combination of funds committed to debt service and funds committed to the capital outlay fund. Thus, the remaining debt capacity, i.e., the difference between the legal debt limit capacity ($67 million) and the debt plus authorized but unissued debt ($24 million) or $43 million, could not be used.[9] At the legal maximum, the School District would be unable to service additional debt without assessed valuation growth, a reduction in capital outlay expenditures, or the addition of impact fee revenue.

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[7] Letter from Burke Jolley, Business Administrator, Park City School District, to Gene Moser, Summit County Commissioners (June 4, 1992).

[8] In Utah, one mill is equivalent to a tax rate of 0.0002 per dollar of assessed valuation. To convert the tax rate to the millage rate, the tax rate (expressed as a decimal) is multiplied by 5,000. To convert the millage rate to a tax rate, the millage rate is multiplied by 0.0002.

[9] The effect of the School District being at the maximum legal capital outlay and debt service tax levy was that tax revenues were unavailable to fund additional capital improvements even though the maximum debt capacity itself has not yet been reached. In fact, debt could not have been increased unless other uses of the capital outlay and debt service tax levy were reduced.

In 1993, the State reinterpreted the methodology by which the debt limit of the School District had been constrained. As a result, the School District is no longer without available bonding capacity.[10]

Exhibit 6: Bonded Debt/Tax Levy (1993)

	Amount (millions)
Debt and Bonding Considerations	
Outstanding Debt at 6/3/93	$16
Debt Issued 9/93	$ 5
Authorized, but Unissued Debt	$ 3
Total	$24
District's market Value (1992)	$1,663
Bonding Limit %	4%
Legal Debt Limit Capacity	$67
Debt Levy Considerations:	
Debt Service Levy	0.001340
Capital Outlay Levy	0.001060
Total Levy	0.002400
Legal Debt Service and Capital Outlay Levy Maximum	0.002400

Exhibit 7 shows the increase in assessed valuation of property over time, the corresponding increases in debt service revenues at given debt service tax levy rates, and the projected additional borrowing capacity resulting from such increases. (While impact fees are not used as security for bonds because they rely on the speculative

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10 Telephone conference with Dr. Fielder, Superintendent of the Park City School District (March 29, 1994).

character of future growth predictions, the annual income generated from impact fees at the projected growth rates is substantial.)

Exhibit 7: Assessed Valuation/Debt Service Revenue (1989/90 - 1996/97)

Year	Assessed Valuation ($ Millions)	Debt Service/Levy	Debt Service Revenue[1] ($ Millions)	Proj. Addl. Borrowing[2] ($ Millions)
1989-90	$ 824	.001792	$1,440	
1990-91	$ 950	.001414	$1,328	
1991-92	$1,213	.001410	$1,699	
1992-93	$1,271	.001400	$1,749	
1993-94 (budget)[3]	$1,376	.001340	$1,733	
1994-95[3]	$1,445	.001340	$1,820	$1
1995-96[3]	$1,517	.001340	$1,911	$1
1996-97[3]	$1,593	.001340	$2,007	$1

Notes

1 Debt service revenue are the actual collections for years 1989-93 and represent approximately a 90% collection rate for years 1993-97.

2 The projected additional borrowing represents the amount of additional debt that could be serviced through the increased assessed valuation with a constant debt service levy. These annual amounts also assume a successful bond election to enable the School District to borrow these funds.

3 In 1994, the State reinterpreted the methodology by which the debt limit of the School District had been constrained. As a result, the School District is no longer without available bonding capacity.

4 The data for 1994-97 have been projected using a 5% annual growth rate for assessed valuation and debt service revenue.

In addition to the other ways in which debt service capacity can be expanded over time, debt service capacity which is currently being used will be freed up over time by virtue of the School District paying off outstanding general obligation bonds. In communities where bonds have been issued many years ago, the debt service schedule may actually end soon. However, the School District has only used general obligation bonds very recently -- the first issue of $5.755 million was in 1989. Therefore, the bonds will not be retired, and debt capacity will not be freed-up until 2004 at the earliest. See Exhibit 8.

Residents within the School District have benefitted from the differential tax rate for commercial development. While the assessment rate for commercial development is currently lower than that of single-family homes, single-family homes in the City and County currently pay only 20 percent of all costs for the School District. Commercial development in Park City pays 78 percent of the local tax revenues and commercial development in the unincorporated area pays 2 percent.[11]

In addition to the differential tax rate for commercial development, second homes are taxed at a higher rate than primary homes because they do not have available the "homestead" exemption for which eligibility is limited to primary homes.

[11] Memorandum from Val Chin, President, Park City Board of Education, to Summit County Commissioners (June 3, 1991).

Exhibit 8: Debt Service Schedule for Outstanding General Obligation Bonds (In Dollars by Fiscal Year)

Fiscal Year Ending June 30	Series 1993 $5,000,000		Series 1992 $6,000,000		Series 1990 $6,045,000		Series 1989 $5,755,000		Totals		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service
1994	0	88,613	150,000	301,603	250,000	378,373	360,000	285,938	760,000	1,054,527	1,814,527
1995	405,000	204,570	200,000	296,203	310,000	355,273	380,000	263,548	1,295,000	1,119,594	2,414,594
1996	370,000	189,070	230,000	288,003	370,000	327,223	405,000	239,605	1,375,000	1,043,901	2,418,901
1997	315,000	175,370	275,000	277,653	435,000	295,430	430,000	214,138	1,455,000	962,591	2,417,591
1998	270,000	163,670	310,000	264,453	510,000	262,580	455,000	186,918	1,545,000	877,621	2,422,621
1999	200,000	154,270	370,000	248,953	580,000	227,410	485,000	157,656	1,635,000	788,289	2,423,289
2000	140,000	147,470	415,000	230,083	655,000	186,945	520,000	126,250	1,730,000	690,748	2,420,748
2001	75,000	143,170	470,000	208,295	745,000	140,559	550,000	92,813	1,840,000	584,837	2,424,837
2002	0	141,670	530,000	183,385	845,000	87,269	585,000	57,344	1,960,000	469,668	2,429,668
2003	0	141,670	580,000	154,765	940,000	29,375	625,000	19,531	2,145,000	345,341	2,490,341
2004	515,000	131,370	650,000	122,865	-	-	-	-	1,165,000	254,235	1,419,235
2005	510,000	110,360	720,000	86,465	-	-	-	-	1,230,000	196,825	1,426,825
2006	505,000	88,540	790,000	45,425	-	-	-	-	1,295,000	133,965	1,428,965
2007	540,000	65,280	-	-	-	-	-	-	540,000	65,280	605,280
2008	560,000	40,250	-	-	-	-	-	-	560,000	40,250	600,250
2009	595,000	13,685	-	-	-	-	-	-	595,000	13,685	608,685
Totals	5,000,000	1,999,028	5,690,000	2,708,151	5,640,000	2,290,437	4,795,000	1,643,741	21,125,000	8,641,357	29,766,357

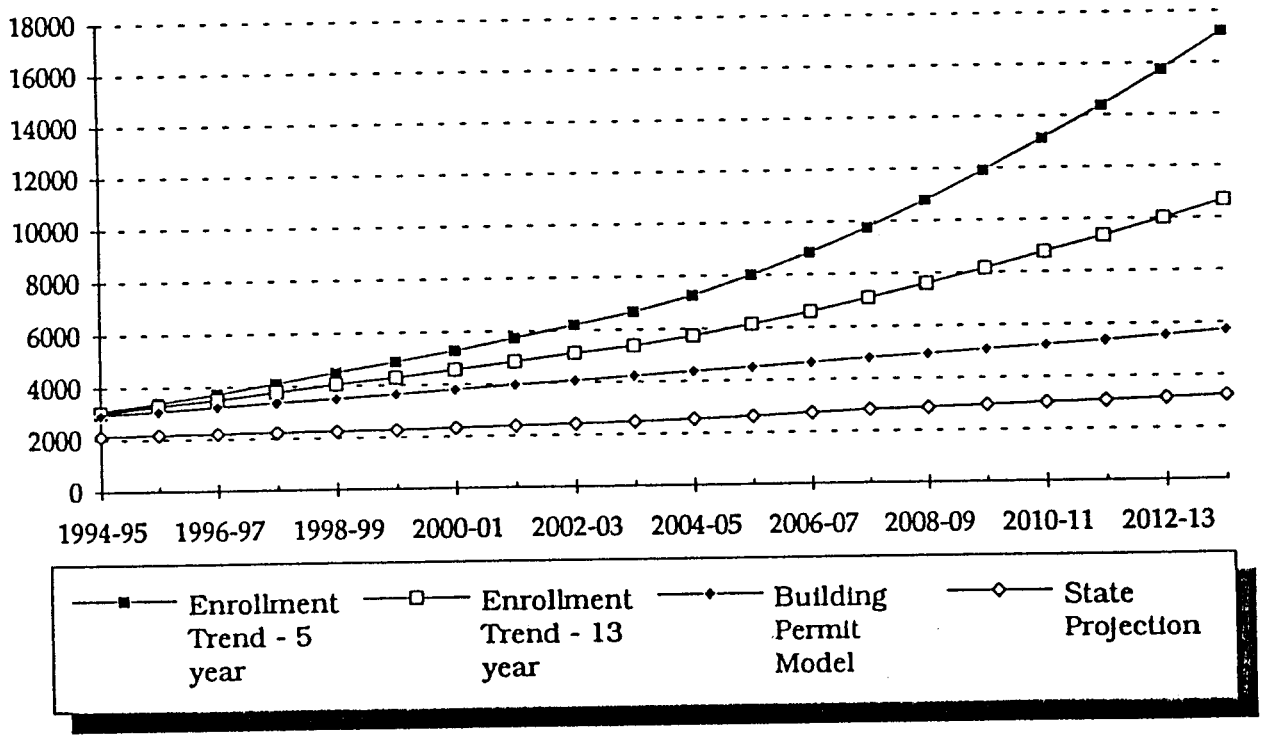
Source: Park City School District

III. FUTURE SCHOOL FACILITY REQUIREMENTS

A. STUDENT POPULATION PROJECTIONS

Student population growth trends in the Park City School District, particularly in the last several years, indicate that the demand for school facilities will continue to grow. To obtain a more detailed picture of the potential demand for additional school facilities, student population projections from 1994 through 2013/14 were developed using four (4) models. One model is based on recent building permit trends over the past 3 years. Another model is based on the State of Utah, Office of Planning and Budget projection. The final two models are based on the historic growth of the District's student population. Exhibit 9 illustrates the projected student growth using each of these models.[12]

Exhibit 9: Projected Student Enrollment



[12] A cohort survival model, which was initially developed by the Consultants, was discarded early in the analysis because the data necessary to support the model was found to be either unavailable or unreliable.

The trend models (5-year and 13-year) use historic rates of growth based on the School District's actual enrollment records over the previous five and thirteen year periods, respectively to project enrollment into the future (1994/95 - 2013/14). Each of these models examines the percentage growth in the student population as it passes through the school system.[13] Thus, projections of first grade students would be based on historic increases between kindergarten and first grade.[14] This method accounts for different growth rates in each grade, and in the case of high school students, drop-out rates. Because of the recent surge in student population growth, the five-year trend yields the highest growth projections. If the recent growth rate is sustained, the School District could expect a total student population of 17,624 in the year 2013/14. Even with a strong real estate market, Summit County is not likely to sustain a 12.8 percent annual growth rate through the year 2013/14. The more moderate 13-year trend shown in Exhibit 10 projects a total of 10,436 students in 2013/14.

The building permits model is based on the current student generation rate per dwelling unit and the average number of building permits issued for dwelling units within the Park City School District boundaries in 1990, 1991 and 1992. There is an average of 0.326 students per existing dwelling unit and there has been an average of 509 dwelling units (County and City) permitted during each of the last three years. This model, thus, projects a student population growth of approximately 166 students per year (509 DU's x 0.326 = 166). The student population projected by this model is 5,708. While the absolute number of students increases by the same amount each year pursuant to the methodology of this model, the rate of growth actually declines over time because the base is increasing. Given historic trends, this model likely projects fewer new students than should be anticipated. The State Office of Planning and Budget projection is even more conservative than the building permit model.[15]

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[13] Student population projections must consider and account for the fact that most students remain in school over a considerable number of years, but their grade level changes annually. Thus, for example, high school seniors will pass out of the school system in the following year, while everyone else moves up a grade level, and some change schools -- from elementary to middle and from middle to high school. Similarly, Kindergartners shift to first grade and a new Kindergarten class is enrolled. The new Kindergarten class will then move through the school system by grade over time.

[14] Kindergarten student projections are based on historic growth rates of that grade due to the lack of information on younger children.

[15] The State projection was done by the State Office of Planning and Budget using the Utah Population and Employment Model.

The two (2) most probable projections were considered to be for the 5-year and 13-year trend models. In the final analysis, the 13-year trend model was selected because it covers a longer period and, therefore, is likely to be most probable over a similar period of time such as the 20-year CIP period. The concern with using the 5-year trend projection was that it may overstate potential future growth, resulting in a capital improvements program with too many school facilities planned. Since the capital improvements program and impact fees are intended to be reviewed annually, changes in the residential growth rate can be monitored closely and changes in the applicable growth projections can be made, if justified.

The student generation rate (SGR) of 0.326 students per existing dwelling unit represents an average derived by dividing the total number of existing dwelling units within the boundaries of the School District as of 6/93 by the total number of existing school age children (based on 8/93 School District data on student enrollment by grade). This calculation methodology includes all second homes, favors an average, rather than a "marginal" student generation rate, and does not use a vacancy rate factor. A "marginal" SGR would use data based on the most recent numbers of students per occupied, primary dwelling unit rather than the average. However, the marginal SGR may be skewed because of the relatively short period of time that it would cover, just as the 5-year trend projection may be too constrained. The requirement for monitoring and an annual review will help to ameliorate this potential problem since adjustments can be made as soon as trends and projections change.

The average SGR assumes that all dwelling units generate an equal number of school-age children and that new dwelling units, which will be permitted between 1994 and 2013, will continue to generate school age children at the same rate. An average is justifiable (at least initially) because there is no data available on when dwelling units with school-age children may be sold to persons without school age children and vice versa; nor can it be anticipated how many school age children will be in a given DU, nor what grades they may be in. At any point in time, some dwelling units may be vacant, but the vacancy rate is not static and we don't know whether the vacant dwelling units are those which typically house school age children. The averaging approach incorporates a built-in adjustment for temporary occupancy by spreading enrollment over all dwelling units. The School District must be prepared to serve all students. However, given the variables -- change in ownership, vacancy rates, age of children in the household and others -- an "average" is the most appropriate method to determine the student generation rate.

Exhibit 10: Student Projections Based on 13 Year Trend by Grade

School Type & Grade	Annual Growth	1994-95	1995-96	1996-97	1997-98	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-1
Elementary School																					
Kindergarten		200	214	229	246	263	282	302	323	346	370	396	424	454	486	521	557	597	639	684	7
First		211	226	242	259	277	296	317	340	364	389	417	446	478	512	548	587	628	672	720	7
Second		214	231	247	264	283	303	324	347	372	398	426	456	488	523	560	599	642	687	736	7
Third		244	233	251	268	287	307	329	352	377	404	432	463	496	531	568	608	651	697	747	7
Fourth		289	271	258	277	297	318	340	364	390	418	447	479	513	549	588	629	673	721	772	8
Fifth		260	315	295	281	302	323	346	371	397	425	455	487	521	558	598	640	685	733	785	8
Subtotal	6.57%	1,419	1,489	1,521	1,595	1,709	1,830	1,959	2,097	2,245	2,404	2,574	2,755	2,950	3,158	3,382	3,620	3,876	4,150	4,443	4,7
Middle School																					
Sixth		267	280	339	317	302	325	348	373	399	427	457	490	524	561	601	643	689	738	790	8
Seventh		261	288	302	365	342	326	350	375	401	430	460	493	527	565	605	647	693	742	794	8
Eighth		270	282	311	326	394	369	352	379	405	434	465	497	532	570	610	653	700	749	802	8
Subtotal	6.32%	798	850	951	1,008	1,039	1,020	1,050	1,126	1,206	1,291	1,382	1,480	1,584	1,696	1,816	1,944	2,081	2,228	2,386	2,5
High School																					
Ninth		227	282	294	324	340	411	385	367	395	423	453	485	519	555	595	637	682	730	781	8
Tenth		202	234	290	302	333	350	423	396	378	406	435	465	498	533	571	611	654	701	750	8
Eleventh		201	207	240	298	311	343	360	435	407	388	417	447	478	512	548	587	628	673	720	7
Twelfth		186	200	205	238	295	308	340	356	431	404	385	413	443	474	507	543	582	623	667	7
Subtotal	7.32%	817	922	1,029	1,162	1,279	1,412	1,507	1,554	1,610	1,620	1,689	1,810	1,938	2,075	2,221	2,378	2,546	2,726	2,918	3,1
District Total		3,034	3,261	3,502	3,766	4,027	4,261	4,517	4,778	5,061	5,315	5,645	6,045	6,472	6,929	7,419	7,943	8,504	9,104	9,747	10,43

Methodology:
Projections are based on the average rate of growth by grade over the previous 13 years. For grades 1-12, the growth reflects the average percentage change in the number of students from the previous grade in the previous year (e.g., first grade growth reflects historical enrollment changes from kindergarten to first grade, second grade reflects historical enrollment changes from first grade to second grade, etc.). This assumes that migration and drop-out rates will remain constant. Kindergarten enrollment is projected on the historical rate of change in kindergarten enrollment.

Exhibit 10A: Student Projections Based on 5 Year Trend by Grade

School Type & Grade	Annual Growth	1994-95	1995-96	1996-97	1997-98	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013
Elementary School																					
Kindergarten		200	221	244	269	297	328	363	400	442	488	539	595	657	725	800	884	976	1,077	1,189	1,
First		211	233	257	284	313	346	382	422	465	514	567	626	692	764	843	931	1,028	1,134	1,253	1,
Second		215	231	255	282	311	344	379	419	463	511	564	623	687	759	838	925	1,021	1,127	1,245	1,
Third		246	236	253	280	309	341	376	416	459	507	559	618	682	753	831	918	1,013	1,118	1,235	1,
Fourth		296	279	267	287	317	350	386	427	471	520	574	634	700	773	853	942	1,040	1,148	1,267	1,
Fifth		267	330	312	298	320	354	391	432	476	526	581	641	708	782	863	953	1,052	1,161	1,282	1,
Subtotal	9.64%	1,435	1,530	1,588	1,700	1,868	2,063	2,278	2,515	2,776	3,065	3,384	3,736	4,125	4,554	5,028	5,551	6,129	6,766	7,470	8,
Middle School																					
Sixth		274	295	365	344	329	354	391	432	476	526	581	641	708	782	863	953	1,052	1,161	1,282	1,
Seventh		268	303	326	404	381	365	392	433	478	528	583	643	710	784	866	956	1,055	1,165	1,286	1,
Eighth		277	297	336	361	447	422	403	434	479	529	584	645	712	786	868	958	1,058	1,168	1,289	1,
Subtotal	9.07%	819	895	1,027	1,110	1,158	1,140	1,186	1,298	1,434	1,583	1,748	1,929	2,130	2,352	2,596	2,867	3,165	3,494	3,858	4,
High School																					
Ninth		231	294	315	356	384	475	448	428	460	509	562	620	685	756	835	921	1,017	1,123	1,240	1,
Tenth		207	245	311	333	377	406	502	474	453	487	538	594	656	724	800	883	975	1,076	1,188	1,
Eleventh		213	225	266	338	362	410	441	546	515	492	529	585	646	713	787	869	959	1,059	1,169	1,
Twelfth		184	209	221	261	331	355	401	432	535	505	482	519	573	633	699	771	851	940	1,038	1,
Subtotal	10.00%	836	973	1,113	1,288	1,454	1,645	1,793	1,880	1,963	1,993	2,112	2,318	2,559	2,826	3,120	3,444	3,803	4,198	4,635	5,
District Total		3,090	3,397	3,728	4,097	4,479	4,848	5,256	5,693	6,173	6,641	7,243	7,983	8,814	9,732	10,744	11,862	13,096	14,459	15,963	17,62

Methodology:
Projections are based on the average rate of growth by grade over the previous 5 years. For grades 1-12, the growth reflects the average percentage change in the number of students from the previous grade in the previous year (e.g., first grade growth reflects historical enrollment changes from kindergarten to first grade, second grade reflects historical enrollment changes from first grade to second grade, etc.). This assumes that migration and drop-out rates will remain constant. Kindergarten enrollment is projected on the historical rate of change in kindergarten enrollment.

The difference in student projections and, therefore, school needs based on the 13-year versus the 5-year trend projections is dramatic as shown by the following comparison:

Year 2013-14 Student Enrollment Projections

	13-Year Trend	5-Year Trend
Elementary School	4,757	8,248
Middle School	2,554	4,259
High School	3,125	5,117
TOTAL	10,436	17,624

The substantial increase in projected student enrollment, based on the 5-year trend projection, would generate a need for eight new elementary schools compared with four based on the 13-year projection; three new middle schools compared with two based on the 13-year trend projection; and three new high schools compared with two based on the 13-year trend projection.

B. ADDITIONAL FACILITIES REQUIREMENTS

Based on the student population projections of the 13-year trend and the present enrollment and capacities of the existing school facilities, the School District will need to provide significant additional student capacity between 1993/94 and 2013/14.

A number of methods can be used to provide additional school facilities, including:

- creation of temporary classrooms within larger activity areas within existing facilities (should be considered only as a temporary measure),
- use of augmented schedules such as extended day, year-round, and double sessions,
- installation of temporary classroom structures,
- expansion of existing facilities through the construction of permanent additions, and
- construction of new school facilities.

Exhibit 11 shows the current capacity of existing schools and schools presently under construction, and the potential number of additional students who could be accommodated through schedule and building modifications, thereby avoiding the necessity for the construction of a new school facility.

Even with double sessions at all schools, the School District could not accommodate the most conservative projection of student population growth to 2013/14 in the existing schools. Extended day, year-round school and double sessions represent important educational and policy choices that extend beyond mere enrollment-to-capacity issues. Each of these options also would cause the School District to incur significantly increased operations, maintenance and personnel costs, and would cause the school buildings to depreciate more rapidly, thereby reducing their useful life. These costs may very well outweigh the 15% increase in capacity resulting from an extended day and the 20% increase in capacity resulting from the year-round school option. Thus, one problem (the need for additional school facilities) is traded for another. Double sessions have a dramatic impact not only on costs, but potentially on educational quality. This would be inconsistent with the expressed intent of the School District patrons, the School Board and the School Administration, which strives to provide academic quality and educational excellence.

Exhibit 11: Existing School Facilities Expansion Capacities

SCHOOL	CURRENT PERMANENT CAPACITY	CAPACITY WITH AUGMENTED SCHOOL SCHEDULES			ADDITIONAL PERMANENT EXPANSION CAPABILITY VIA CONSTRUCTION
		EXTENDED DAY[1]	YEAR-ROUND[2]	DOUBLE SESSION[3]	
Parley's Park Elem.	525	604	630	1,050	100
McPolin Elem.	600	690	720	1,200	0
Jeremy Elem.	800	920	960	1,600	0
Treasure Mountain Middle	850	978	1,020	1,700	100
Park City High	950	1,093	1,140	1,900	200
TOTAL	3,725	4,285	4,470	7,450	400

Notes

1 Assumes a 15% increase in capacity
2 Assumes a 20% increase in capacity
3 Assumes a 100% increase in capacity
4 There is no additional land available at McPolin Elementary and only limited land at Jeremy Elementary. While land is available for expansion at each of the other schools, it must be noted that such expansions often involve far greater expense than is often presumed. Generally, in addition to the additional classrooms, common areas and specialized rooms (e.g., gymnasiums and auditoriums) also need to be expanded and this may be very costly or even impossible given the current school layout. This problem applies to the addition of portable classrooms as well as to the addition of permanent space.

If the above-described options are rejected, the preferred option is the provision of additional permanent school facilities to meet projected needs in the most efficient way possible. Toward that end, the School District must determine when to construct needed school facilities to ensure that the level of service standard is maintained. Building a school before there is sufficient demand would be a poor use of limited funds. Waiting too long to initiate construction would erode the high quality of educational services provided by the School District because overcrowded conditions would exist for prolonged periods.

Exhibit 12 compares the capacity of existing school facilities with the two most realistic growth projections discussed in Section III.A of this CIP.[16] The exhibit lists the normal operating capacity using the School District level of service standard of 25 students per classroom and an extended capacity that is equal to 120 percent of normal operating capacity.[17] Shading is used in Exhibit 12 to show when normal capacities are exceeded. Double-line boxes are used to indicate those years when a new school is needed to avoid exceeding 120% of existing facility capacity.[18] The exhibit shows that several new schools of each type (elementary, middle and high schools) will need to be provided under each growth model. New school facility capacities are assumed to be 650 students for elementary schools, 1,000 for middle schools and 1,400 for high schools. (Changes in school capacities will influence and affect the timing of construction of new school facilities.) The exhibit does not account for the potential to shift grade levels from one type of school to another, as discussed in Section II, supra, but it can be used to show when such shifts might effectively take place. For instance, the School District can shift sixth grade from middle school to elementary school to relieve projected capacity problems in the next three (3) years. Shifting ninth grade from high school to middle school will alleviate projected high school overcrowding. This would accelerate the need for a new middle school, but defer the need for a more costly high school.

Exhibit 13 compares the capacity of each type of school facility with projected enrollment based on the 5-year and 13-year enrollment trends. It also compares total projected enrollment with capacity. The exhibit clearly shows one of the challenges of facility planning. While enrollment increases in a somewhat linear manner, facility capacity must be increased in large blocks. To maintain efficiency, capital improvements should be programmed so that facilities are used efficiently. Exhibit 13 is based on the

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[16] The 13-year trend projection is considered to be the most reasonable for long-range capital facilities planning purposes. The 5-year trend projection is shown for comparative purposes; it would require the greatest need for school facilities, the most funding and would put the greatest short-term stress on school district personnel and staff.

[17] A school may temporarily operate at 120% of capacity while awaiting the construction of a new school.

[18] A new school should not be built unless, after construction, all schools of that type will operate at a reasonable enrollment to capacity ratio. Otherwise, schools will be built prematurely, requiring the School District to incur capital as well as operation and maintenance costs earlier than necessary. However, the School District may opt to construct a new school facility in phases so that capacity matches enrollment over time.

assumption that the School District will build new schools when the enrollment equals 120% of capacity.

Exhibit 12: Analysis of Projected Student Population and School Facility Capacity

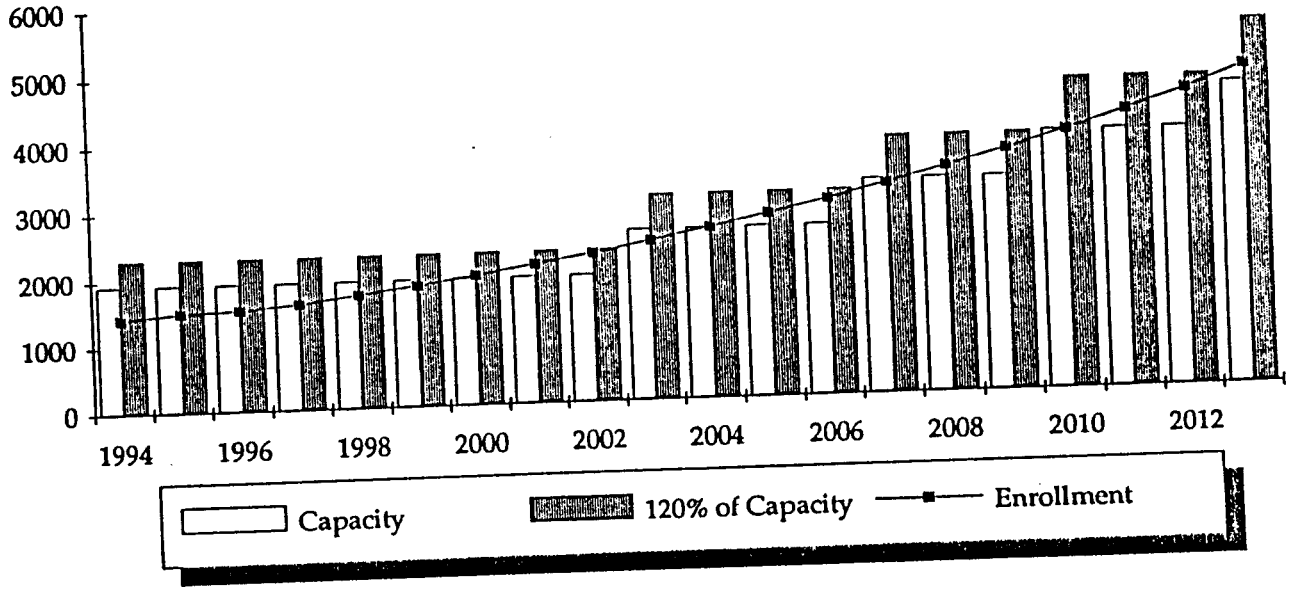
	Student Population Projections by Year and Type of School																			Total Projected New Facility Needs in 2013
ELEMENTARY SCHOOL	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	
Capacity per Facility (in students)	Avg. 650 students/facility for future facilities																				
Capacity (3 facilities)	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	
120% of Capacity	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	2,310	
Existing Enrollment																					
Projected Students																					
5 - Year Trend Projections	1,435	1,530	1,588	1,700	1,868	2,063	2,278	2,515	2,776	3,065	3,384	3,736	4,125	4,554	5,028	5,551	6,129	6,766	7,470	8,248	8
13 - Year Trend Projections	1,419	1,489	1,521	1,595	1,709	1,830	1,959	2,097	2,245	2,404	2,574	2,755	2,950	3,158	3,382	3,620	3,876	4,150	4,443	4,757	4
MIDDLE SCHOOL																					
Capacity per Facility (in students)	Avg. 1000 students/facility for future facilities																				
Capacity (one facility)	850	850	850	850	850	850	850	850	850	850	850	850	850	850	850	850	850	850	850	850	
120% of Capacity	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	
Existing Enrollment																					
Projected Students																					
5 - Year Trend Projections	819	895	1,027	1,110	1,158	1,140	1,186	1,298	1,434	1,583	1,748	1,929	2,130	2,352	2,596	2,867	3,165	3,494	3,858	4,259	3
13 - Year Trend Projections	798	850	951	1,008	1,039	1,020	1,050	1,126	1,206	1,291	1,382	1,480	1,584	1,696	1,816	1,944	2,081	2,228	2,386	2,554	2
HIGH SCHOOL																					
Capacity per Facility (in students)	Avg. 1,400 students/facility for future facilities																				
Capacity (one existing facility)	950	950	950	950	950	950	950	950	950	950	950	950	950	950	950	950	950	950	950	950	
120% of Capacity	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	
Existing Enrollment																					
Projected Students																					
5 - Year Trend Projections	836	973	1,113	1,288	1,454	1,645	1,793	1,880	1,963	1,993	2,112	2,318	2,559	2,826	3,120	3,444	3,803	4,198	4,635	5,117	3
13 - Year Trend Projections	817	922	1,029	1,162	1,279	1,412	1,507	1,554	1,610	1,620	1,689	1,810	1,938	2,075	2,221	2,378	2,546	2,726	2,918	3,125	2

School exceeds local student:classroom standard of 25:1, but less than 120% capacity

New school facility opened.

Exhibit 13: Projected Enrollment and Capacity

Elementary Schools 13 Year Projection Model



Middle Schools 13 Year Projection Model

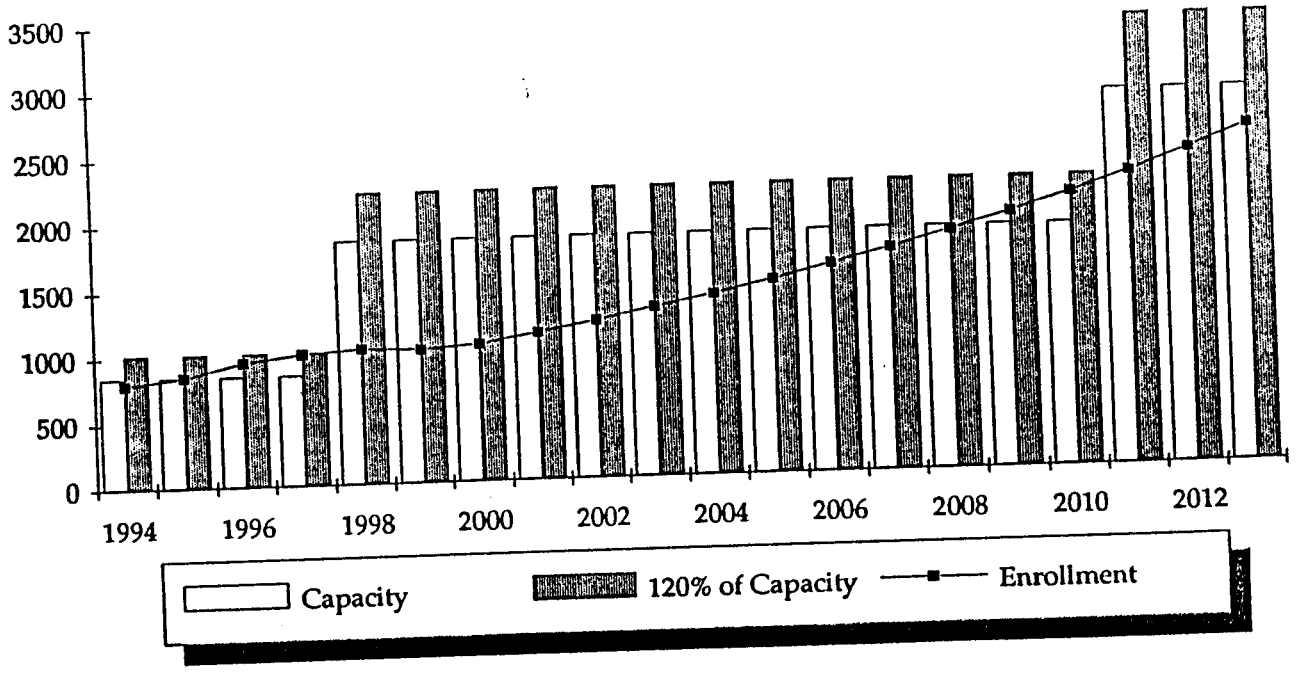
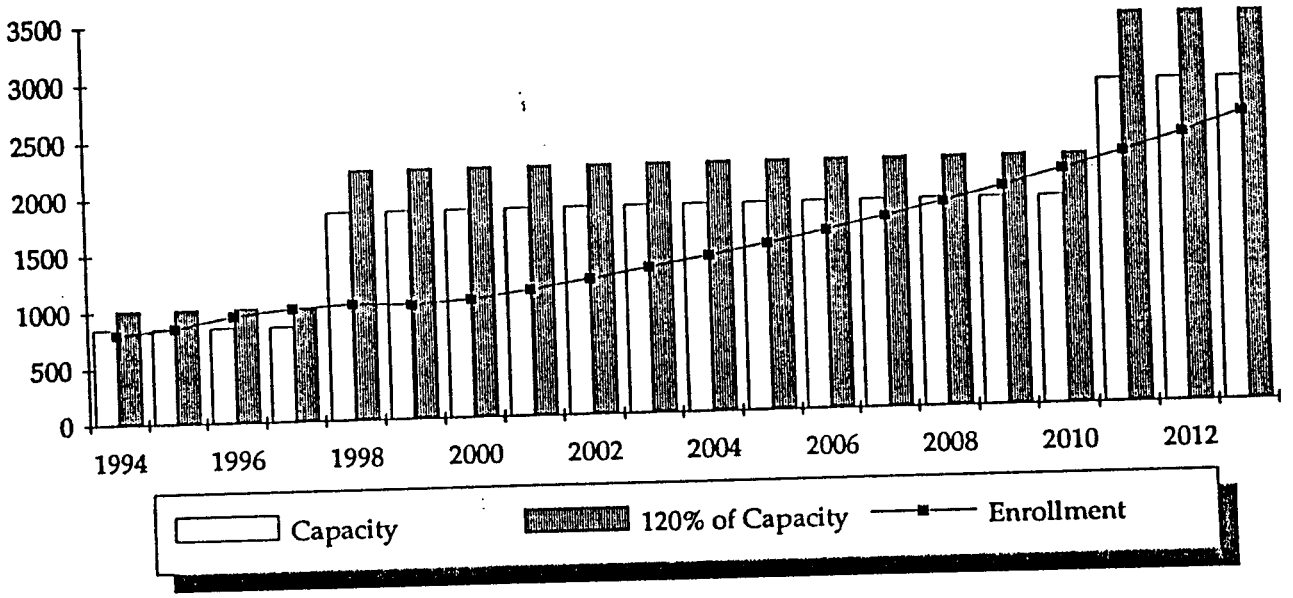


Exhibit 13: (continued)

High Schools 13 Year Projection Model



All Schools 13 Year Projection Model

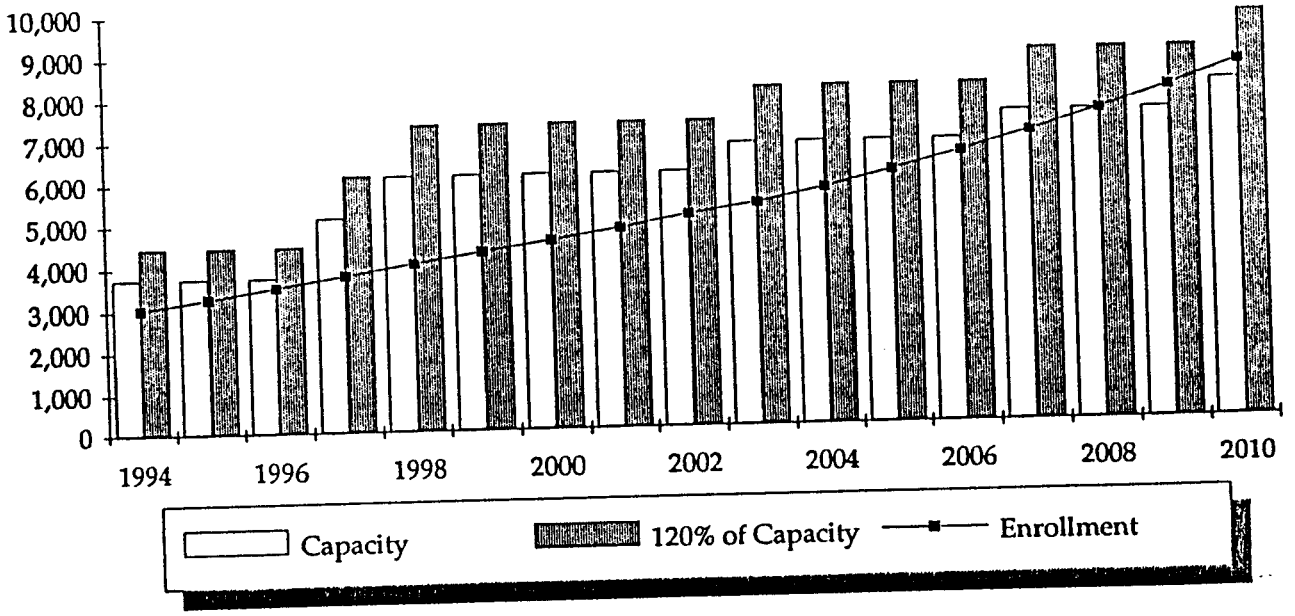
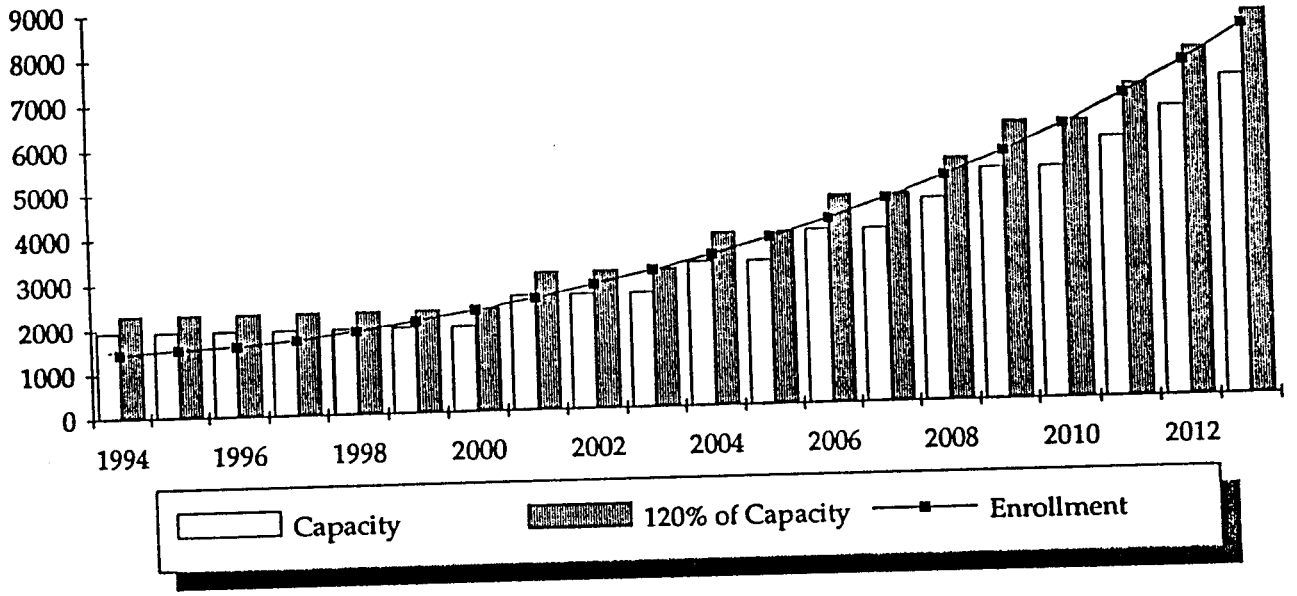


Exhibit 13: (continued)

Elementary Schools 5 Year Projection Model



Middle Schools 5 Year Projection Model

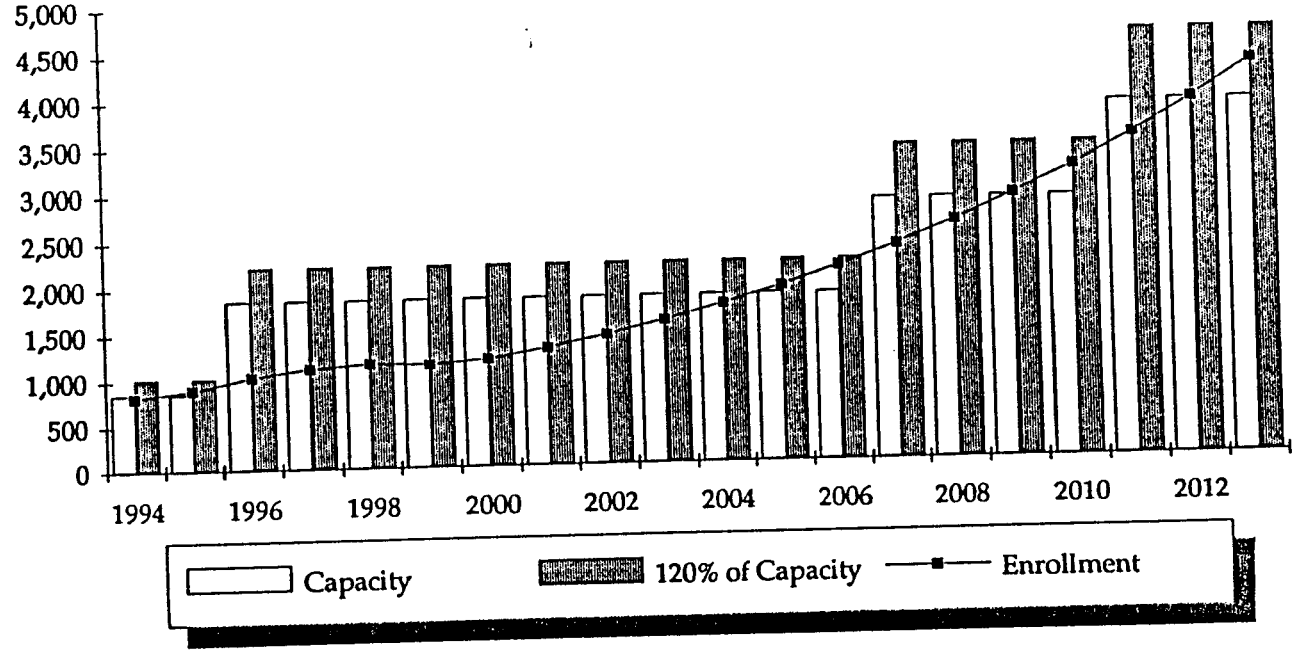
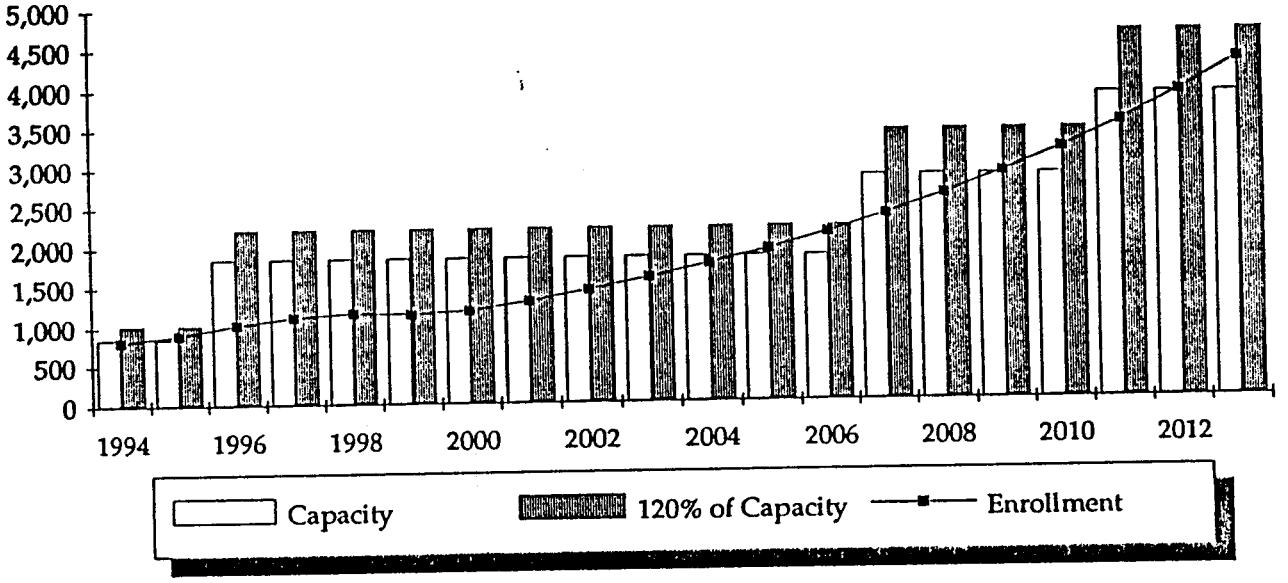
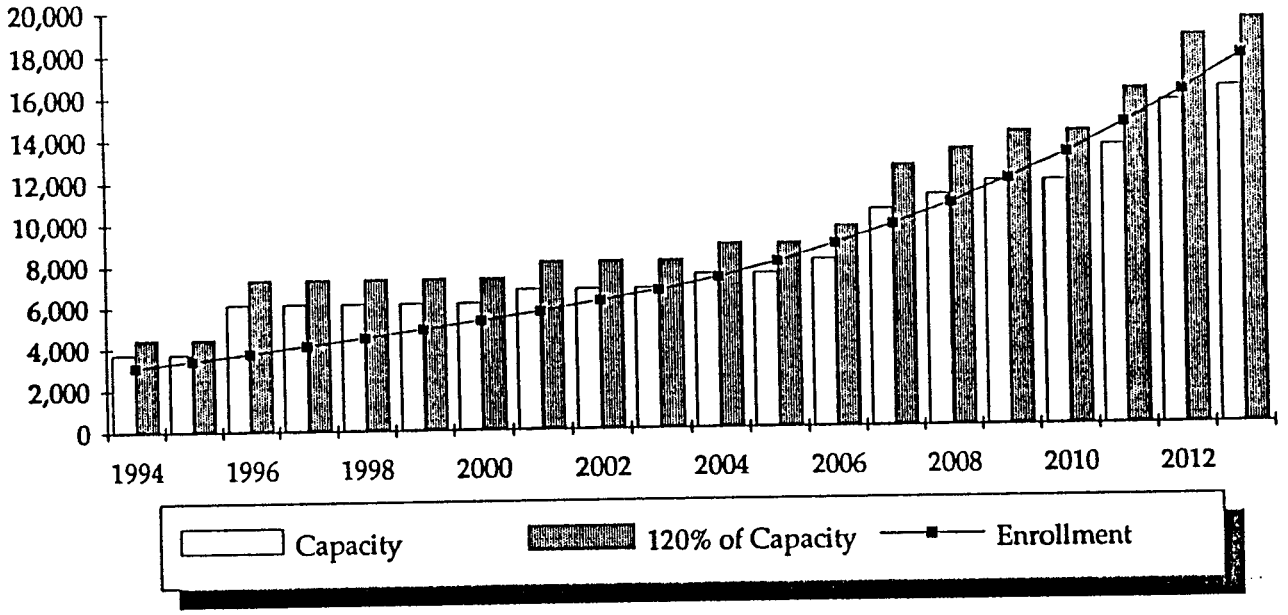


Exhibit 13: (continued)

High Schools 5 Year Projection Model



All Schools 5 Year Projection Model



C. CAPITAL FACILITIES FINANCING ALTERNATIVES

The School District's challenge is to continue providing high quality facilities and services to a rapidly increasing student population. This report has shown that existing capacity is rapidly being absorbed at all levels, and there is a limited capacity to fund improvements to provide needed capacity. This section identifies when new facilities will be required and potential costs of those facilities based on the 13-year trend in school enrollment. The School District should monitor conditions and update this section on an annual basis to reflect changing growth trends.

Based on the 13-year trend, existing elementary schools will exceed capacity in the 2000-01 school year. The middle school and high school will both exceed capacity in the 1996-97 school year. Since the total and per-student costs of each type of facility vary (see Exhibit 14), the School District must evaluate the costs and benefits of building new facilities at any given time. Cost per student and total facility costs are lower for lower grades. Thus, it may sometimes be more cost effective to use student shifts to defer middle and high school construction costs.

Exhibit 14: School Facility Costs

Type of School	Cost	Capacity	Cost per Student
Elementary School	$ 7,704,750	650	$11,853
Middle School	$16,855,000	1,000	$16,855
High School	$26,880,000	1,400	$19,200

Source: Park City School District

Exhibit 15 shows an improvement schedule based on the following assumptions:

- The 13-year enrollment trend will continue;
- The School District will maintain a 25:1 student to classroom ratio, with limited variation to meet shifting facility demands; and
- New schools will not be built until existing schools reach 120 percent of capacity.

Exhibit 15: Projected Facility Needs Based on 13-Year Trend Projections

Year	New Facility	Cost
1997	High School	$26,880,000
1998	Middle School	$16,855,000
2003	Elementary School	$ 7,704,750
2007	Elementary School	$7,704,750
2010	Elementary School	$7,704,750
2012	Middle School	$16,855,000
2012	High School	$26,880,000
	TOTAL:	$110,584,250

As discussed in Section II.D. of this CIP, the School District's ability to bond future improvement needs is limited. Consequently, the School District must identify alternative funding sources and/or growth management strategies which regulate the demand increases. Section IV of this CIP discusses the use of concurrency as a growth management strategy. Section V discusses the use of impact fees as a funding source.

Exhibit 16 shows an improvement schedule based on the 5-year trend projections. If student enrollment growth continues at the same rate as during the last five years, the School District would need 14 new schools, costing over $192 million.

Exhibit 16: Projected Facility Needs Based on 5-Year Trend Projections

Year	New Facility	Cost
1996	Middle School	$16,855,000
1997	High School	$26,880,000
2001	Elementary School	$ 7,704,750
2004	Elementary School	$7,704,750
2006	Elementary School	$7,704,750
2007	Middle School	$16,855,000
2007	High School	$26,880,000
2008	Elementary School	$ 7,704,750
2009	Elementary School	$7,704,750
2011	Elementary School	$7,704,750
2011	Middle School	$16,855,000
2012	Elementary School	$7,704,750
2012	High School	$26,880,000
2013	Elementary School	$7,704,750
	TOTAL:	$192,843,000

IV. SCHOOL FACILITIES CONCURRENCY SYSTEM

Pursuant to the Snyderville Basin Land Development Regulations, adequate school facility capacity must be available to absorb the facility demand anticipated to be generated by new development at the time the demand is generated. If the demand to be generated by the proposed development will cause the twenty-five students per classroom ratio (25:1 SCR) to be exceeded, the facility demand created by the proposed development must be reduced by downsizing the size or amount of development or delayed by phasing the development or otherwise postponing the development until adequate facilities will be available. If the facility demand cannot be reduced to the amount of available facility capacity, Summit County may not approve the proposed development.[19]

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[19] See Memorandum from Freilich, Leitner & Carlisle to Bruce Parker, Summit County Director of Community Development dated September 15, 1993, titled "Key School Concurrency Management Issues and Decision Points."

V. SCHOOL FACILITIES IMPACT FEE

A. LEGAL FRAMEWORK

Impact fees are a form of development exaction that may be imposed by local governments on new development to insure that new development bears a proportionate share of the cost of public facilities needed to serve new development. Impact fees are not taxes and are not based on the assessed valuations of property within the School District. In fact, the use of impact fees helps to stabilize property taxes because the cost of new public facilities is effectively transferred from financing via the general property tax base to the impact fees imposed only on new residential development. School impact fees are used in a number of jurisdictions across the nation and have been upheld by courts in California, Florida, Illinois and Wisconsin.[20] The legal test generally

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[20] *See, e.g., St. Johns County v. Northeast Florida Builders Assn.*, 583 So.2d 635 (Fla. 1991)(upholding school impact fees despite provision in state constitution requiring free public schools); *Candid Enterprises, Inc. v. Grossmont Union High School District*, 39 Cal.3d 878, 218 Cal.Rptr. 303, 705 P.2d 876 (1985)(upholding school impact fees); *McClain Western #1 v. County of San Diego*, 146 Cal.App.3d 772 (1983); *El Dorado U.H.S. v. City of Placerville*, 144 Cal.App.3d 123, 192 Cal.Rptr. 480 (1983)(school district fee requirement based on number of bedrooms valid under CEQA); *Trent Meredith, Inc. v. Oxnard*, 114 Cal.App.3d 317, 170 Cal.Rptr. 685 (1981)(upholding in-lieu fee for schools); *Timberidge Enterprises v. City of Santa Rosa*, 86 Cal.App.3d 873, 150 Cal.Rptr. 606 (1978); *Jordan v. City of Menomonee Falls*, 137 N.W.2d 442 (Wis. 1965)(upholding school impact fees); *Krughoff v. City of Naperville*, 68 Ill.2d 352, 369 N.E.2d 892 (1977)(upholding school impact fees). Most decisions invalidating school impact fees involve situations where the specific fee ordinance contained a defect in fee calculation or imposition; however, few cases have totally foreclosed the ability of local governments to impose impact fees for schools. *See Shapell Industries v. Governing Board of the Milpitas School District*, 1 Cal.Rptr.2d 818 (Cal.App. 1991)(school impact fees invalid when not based on finding of how much of the costs of new schools are attributable to new development); *Heisey v. Elizabethtown Area School District*, 445 A.2d 1344 (Pa. 1982)(building permit fee based on 1% of construction cost invalid); *Estuary Properties, Inc. v. Askew*, 381 So.2d 1126 (Fla.App. 1979); *Oakwood at Madison v. Township of Madison*, 72 N.J. 481, 371 A.2d 1192 (1971)(PUD condition requiring school construction exclusionary); *West Park Ave., Inc. v. Township of Ocean*, 48 N.J. 122, 224 A.2d 1 (1966)($300 building permit fee invalid; statutes authorized only land reservation requirements); *Daniels v. Borough of Point Pleasant*, 23 N.J. 357, 129 A.2d 265 (1957)(increase in building permit fees to offset school construction costs invalid due to lack of relationship to cost of inspection and regulation); Siemon & Zimet, *School Funding in the 1990s: Impact Fees or Bake Sales?*, 44 LAND USE L. & ZONING DIG., no. 7, at 3 (1992). In *St. Johns County, supra*, the court upheld an impact fee against a challenge that the fee violated a provision of the state constitution granting the right to attend "free" public schools. One California case goes as far as to hold that a provision of the state constitution granted school districts police power authority to directly impose an impact fee. *Lincoln Property Co. v. Cucamonga School District*, 280 Cal.Rptr. 68 (Cal.App. 4th Dist. 1991).

applied to impact fees is the "rational nexus" test.[21] Primarily developed in state courts, the "rational nexus" test requires that:

- the impact fee charged is proportionate to the facilities needs created by new development, and
- the impact fees collected are used to provide reasonable benefit to new development.

The factors courts examine when determining whether a particular impact fee meets the rational nexus test include:

- Spatial -- the distance between the public facility and the development paying the impact fee;
- Temporal --the time between collection of the impact fee and construction of public facilities that benefit new development;
- Amount -- the relationship between the actual costs of the necessary public facilities and the amount of the impact fee;
- Need -- the relationship between the need for the public facilities and the type and amount of development paying the impact fee;
- Benefit – the ability of the public facilities to satisfy the needs resulting from new development and to provide substantial benefit to new development; and
- Earmarking – restriction of the use of the impact fees to the type of facility for which the impact fees were calculated and collected.

These factors have resulted in the use of number of specific techniques and methodologies to calculate and administer impact fees in order to ensure that the impact fees do not burden new development with more than its proportionate share of the proper facilities costs and to ensure that the impact fees collected are expended properly. Examples of these techniques include placement of collected impact fees in separate accounts by facility type; requirements for refunding of impact fees that remain

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[21] See, e.g., *Banberry v. South Jordan City*, 631 P.2d 899 (Utah 1981)(reasonableness standards for water connection and park improvement fees); *Lafferty v. Payson City*, 642 P.2d 376 (Utah 1982)(invalidating fees for sewer, water and electricity); *Call v. City of West Jordan*, 606 P.2d 217 (Utah 1979)(upholding ordinance requiring dedication of 7% of subdivision land or payment of in-lieu fee for flood control or park/recreation facilities); *Home Builders Association v. Provo City*, 28 Utah 2d 402, 503 P.2d 451 (1972)(upholding sewer connection fees); *Home Builders and Contractors Association of Palm Beach v. Palm Beach County*, 446 So.2d 140 (Fla. App. 1983), cert. denied 451 So.2d 848 (Fla. 1984), appeal dismissed 105 S.Ct. 376 (1984); *Hollywood, Inc. v. Broward County*, 431 So.2d 606 (Fla.App. 1983). In addition to the requirements of the rational nexus test, exactions and impact fees must also "substantially advance" legitimate governmental interests under *Nollan v. California Coastal Commission*, 107 S.Ct. 3141 (1987).

unexpended or uncommitted after a designated period of time (typically from three to seven years); restrictions on the expenditure of impact fees to capital facilities or equipment with a useful life of three to seven years minimum (expenditure of impact fees on personnel, operations or maintenance is prohibited, however, expenditure of impact fees on capital facilities planning, capital improvements programming, site acquisition, design, engineering, architecture and legal costs associated with the provision of public facilities is permissible); and requirements that the local government produce regular, periodic reports summarizing the amount of impact fees collected, account balances and specific projects funded by impact fees. The specific proposed school impact fee calculation methodology is explained in greater detail in the following section. Because school districts are not given express authority to impose impact fees, the adoption, imposition and collection of the impact fees must be done by Summit County and Park City.[22] Interlocal agreements between the School District and Summit County and between the School District and Park City must be developed to govern the school impact fee system.[23] (See Section VI, infra.)

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[22] The Utah County Land Use Development and Management Act (U.C.A. §§ 17-27-101 *et. seq.*) and the Utah City Land Use Development and Management Act (U.S.C. §§ 10-9-101 *et. seq.*) confer the authority for counties and cities, respectively, to "... enact all ordinances, resolutions and rules that they consider necessary for the use and development of land ..." "... unless the ordinances, resolutions or rules are expressly prohibited by law. Such ordinances, resolutions and rules are expressly related to infrastructure and public facilities. In addition, the County General Plan and the City General Plan may provide for, *inter-alia*, educational facilities (U.C.A. § 17-27-301(2)(a). Similarly, the courts have approved dedications and fees charged by local governments for off-site improvements as a condition of subdivision plat approval. *Call v. City of West Jordan*, 606 P.2d 217 (Utah 1979)(recreational facility dedication or in-lieu fee charged as condition of plat approval); *Banberry v. South Jordan City*, 631 P.2d 899 (Utah 1981)(sewer and park improvement fees charged as condition of plat approval valid if reasonable). The Utah statutes do not prohibit the imposition of school impact fees against private developers to offset the additional costs of schools occasioned by new development. The only provision of state law addressing both schools and impact fees actually *allows* impact fees for improvement projects (i.e., for non-school public facilities) to be imposed on *school districts* unless the improvement project is not *reasonably related* to the impact of the project upon the need that the improvement is to address. U.C.A. § 17-27-105(1)(a) and (2)(e). Thus, not only does the statute impliedly authorize impact fees to be imposed on school facilities, but it adopts the liberal "reasonable relationship test" rather than the stricter "specifically and uniquely attributable" test set forth in the Utah case law. Other Utah statutes also reference the authority of the County to require the imposition of dedication and improvement requirements; 17-27-306(2)(b)(iii)(prohibition on official maps do not bar County from requiring dedication and improvement of street if necessary because of proposed development); 17-27-806(3)(exemption from plat requirement where "general plan does not require the dedication of any land for street or other public purposes"). See also the Snyderville Basin General Plan, §§ 10-9-102 and 10-27-102, "public facilities."

[23] See Interlocal Co-operation Act, UCA §§ 11-13-1 *et seq.*

B. SCHOOL FACILITIES IMPACT FEE CALCULATION

The School Facilities Impact Fee, as calculated in this Section, is designed to assess new development for its proportionate share of the cost of school facilities attributable to the new development. The impact fee assesses the cost required to provide schooling to the students anticipated to be generated by new residential development. Impact fees represent the average cost of providing schools to the average dwelling unit; impact fees are not legally required to mathematically match the actual demand for school facilities generated by a specific dwelling unit or type of dwelling unit. Thus, the school impact fee is calculated using the average demand for school facilities generated per dwelling unit within the School District and the facilities costs attributable to addressing that demand.[24]

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[24] Average demand per dwelling unit (DU) is, in fact, virtually the only way to calculate school impact fees since the fees are imposed before it is known who will occupy the DU and how many children will impact the public school system. However, even if the impact fee were imposed after a certificate of occupancy is issued for a particular purchaser, the purchaser may move, selling the DU to a second buyer with more or fewer children. In addition, the School District will not know whether school-age children will be attending public rather than private or parochial schools, but must assume that all school-age children may need to be accommodated in the public schools. The legal test is not mathematical precision, but reasonableness given all of the circumstances. *Banberry v. South Jordan City*, 631 P.2d 899, 904 (Utah 1981)("In adjudicating the validity of any individual application of this standard of reasonableness, the courts must concede municipalities the flexibility necessary to deal realistically with question not susceptible of exact measurement. Precise mathematical equality 'is neither feasible for constitutionally vital.'").

Use of a well-reasoned average student generation rate per dwelling unit will suffice to pass legal muster. In *St. Johns Count v. Northeast Florida Builders Assn.*, 583 So.2d 635 (Fla. 1991), the school district calculated an impact fee based upon a student generation rate of 0.44 children per single-family home. The court rejected the builders' argument that, because many residences will not impact school facilities, the fee was a disguised tax:

> "We reject this argument as too simplistic. The same argument could be made with respect to many other facilities that governmental entities are expected to provide. Not all of the new residents will use the parks or call for fire protection, yet the county will have to provide additional facilities so as to be in a position to serve each dwelling unit. During the useful life of the new dwelling units, school-age children will come and go. It may be that some of the units will never house children. However, the county has determined that for every one hundred units that are built, forty-four new students will require an education at a public school. The St. Johns County impact fee is designed to provide the capacity to serve the educational needs of all one hundred dwelling units. We conclude that the ordinance meets the first prong of the rational nexus test."

Some school impact fees have varied the average student generation rate per DU by square footage of the new residence by the number of bedrooms, by the type of DU and by other factors. This is not easily

The basic formula for calculating a school impact fee is shown in Exhibit 17:

Exhibit 17: School Facilities Impact Fee Formula

School Impact Fee per Dwelling Unit[25] =	**(School Facilities Cost/Student x Student Generation Rate/Dwelling Unit) - Credits**

Where:

School Facilities Cost/Student equals the per student cost of constructing and equipping elementary, middle and high school facilities (facility cost ÷ school capacity in students).

Student Generation Rate/Dwelling Unit equals the number of students anticipated to be generated by a dwelling unit based on the existing average number of students generated by the existing number of dwelling units within the School District (existing student enrollment ÷ existing dwelling units).

Credits equals the present value of estimated past and future contributions toward school capital facilities (including bond debt service).

Exhibit 18 shows the calculation of impact fees for dwelling units in the Park City School District assuming the local student to classroom ratio of 25:1, the estimated facility, construction and land acquisition costs, and the student generation rate of 0.327 students per DU. Changes in occupancy patterns within the School District will directly affect the student generation rates and, therefore, should be monitored and included in the Annual Report required by the Impact Fee Procedural Ordinance adopted by Summit County and similar monitoring by Park City.

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done, however, nor is it necessarily more accurate because (a) square footage, size of DU and number of bedrooms, especially in a resort environment, are not necessarily indicative of the number of students generated; and (b) you must have credible data on differences in persons per household (PPH) by type of DU, both historically and projected to the future -- which data is often unavailable.

25 A dwelling unit (DU) includes primary and secondary residences, single family and multi-family.

Exhibit 19 shows the calculation of tax credits for all dwelling units in the Park City School District. The credits are calculated for estimated past and future tax payments toward school facilities and are made applicable to all developments by virtue of their inclusion directly in the impact fee calculation methodology. The contribution of land or permanent facilities by an individual development in lieu of payment of impact fees would trigger a direct "offset" against the total school impact fees otherwise calculated to be due from that particular development only.

Exhibit 18: School Facilities Impact Fee Calculation
Using the Park City School Distict Standards

	School Types			Systemwide
	Elementary	Middle	High	
School Standards 1				
Student Capacity	650	1000	1,400	3,050
Site Requirements (in acres)	12	20	35	67
Average School Costs 2				
Construction/Equipping	$7,224,750	$16,055,000	$25,480,000	$48,759,750
Land (average cost of $40,000 per acre)	$480,000	$800,000	$1,400,000	$2,680,000
Average Cost Per Student 3				
Construction/Equipping Cost				$15,987
Land Cost				$879
Total Cost				$16,866
Student Generation Rates 4				
1993-94 School District Enrollment				2,791
Total Dwelling Units				8,567
Student Generation Rate per Dwelling Unit				0.326
Total Average Cost Per Dwelling Unit 5				$5,498
Credits for Estimated Tax Payments 6				($2,105)
School Facilities Impact Fee Per Dwelling Unit 7				$3,393

NOTES:

1) The School Standards shown in this table reflect local standards for students per classroom (25:1). The actual number of students in a particular classroom may be higher or lower and will vary over time based on current enrollment levels in a particular school or class.

2) The Average School Costs reflect estimated costs in 1993 dollars for school facility design, construction and equipping based on recent construction costs for similar projects provided by the School District's architect (Design West).

3) The Average Cost Per Student is the total of the average cost of land and facilities construction and equipping per student based on the aggregate costs and capacity of school facilities (elementary, middle and high). Land costs are based on an estimated $40,000 per acre for raw residential land with water (Letter from Jess Reid, Jess Reid Real Estate to Burke Jolley PCSD, October 20, 1993).

4) The Student Generation Rate represents the average aggregate number of school age students generated by each dwelling unit within the School District service area based on the current number of enrolled students and the current number of existing dwelling units served by the Park City School District. 1993-94 School District Enrollment includes the total number of students present in the Park City School District system as of August 31, 1993. Total Dwelling Units includes the total estimated existing dwelling units within Park City and the unincorporated area of the Snyderville Basin as of August 31, 1993. The Student Generation Rate per Dwelling Unit is produced by dividing the total number of students enrolled in the School District by the total number of existing housing units within the School District service area. The total number of existing dwelling units is used because all existing housing units, even if currently vacant or a secondary residence, are potential generators of additional students. When the School Facilities Impact Fee calculation is updated as recommended, the Student Generation Rate should be recalculated using then current data. These updates will insure that the Student Generation Rates reflect gradual demographic changes such as the number of persons per household, birth rates, and dwelling unit vacancy rates.

5) The Total Average Cost Per Dwelling Unit is the average cost of providing school facilities (land + construction + equipping) per dwelling unit based on estimated facilities and land costs and the current student generation rate per housing unit.

6) The Credits for Estimated Tax Payments is a credit against the total school facilities cost per dwelling unit based on the present value of the total estimated past and future contributions per dwelling unit toward school facilities through property tax payments. See Exhibit 15 for the detailed Property Tax Credit calculations.

7) The School Facilities Impact Fee Per Dwelling Unit is the total school facilities cost per dwelling unit (elementary, middle and high school costs per dwelling unit based on current student generation rates) less the credit for estimated tax payments per dwelling unit (present value of estimated past and future property tax contributions toward school facilities per dwelling unit).

Exhibit 19: Credit Calculation for Past and Future Average Tax Contributions Towards School Facilities

Tax Year (1)	Median Home Value per DU (2)	Median Value of Unimproved Lot (3)	Assessed Valuation per Lot (4)	Applicable Levy per DU (5)	Tax Contribution per DU (6)	Present Value (7)	Tax Credit per DU (8)
78-79	$145,400	$43,620	$8,724	0.002906	$25.35		
79-80	$145,400	$43,620	$8,724	0.002906	$25.35		
80-81	$145,400	$43,620	$8,724	0.002906	$25.35		
81-82	$145,400	$43,620	$8,724	0.002906	$25.35		
82-83	$145,400	$43,620	$8,724	0.002906	$25.35		
83-84	$145,400	$43,620	$34,896	0.000172	$6.00		
84-85	$145,400	$43,620	$34,896	0.000000	$0.00		
85-86	$145,400	$43,620	$34,896	0.000000	$0.00		
86-87	$145,400	$43,620	$34,896	0.000000	$0.00		
87-88	$145,400	$43,620	$34,896	0.001688	$58.90		
88-89	$145,400	$43,620	$34,896	0.001774	$61.91		
89-90	$145,400	$43,620	$34,896	0.001792	$62.53		
90-91	$145,400	$43,620	$41,439	0.001414	$58.59		
91-92	$145,400	$43,620	$41,439	0.001410	$58.43		
92-93	$145,400	$43,620	$41,439	0.001400	$58.01		
93-94	$145,400	$43,620	$41,439	0.001340	$55.53		
				Past Tax Contributions Credit		$306.97	
94-95	$145,400		$138,130	0.001340	$185.09		
95-96	$145,400		$138,130	0.001340	$185.09		
96-97	$145,400		$138,130	0.001340	$185.09		
97-98	$145,400		$138,130	0.001340	$185.09		
98-99	$145,400		$138,130	0.001340	$185.09		
1999-2000	$145,400		$138,130	0.001340	$185.09		
2000-01	$145,400		$138,130	0.001340	$185.09		
2001-02	$145,400		$138,130	0.001340	$185.09		
2002-03	$145,400		$138,130	0.001340	$185.09		
2003-04	$145,400		$138,130	0.001340	$185.09		
2004-05	$145,400		$138,130	0.001340	$185.09		
2005-06	$145,400		$138,130	0.001340	$185.09		
2006-07	$145,400		$138,130	0.001340	$185.09		
2007-08	$145,400		$138,130	0.001340	$185.09		
2008-09	$145,400		$138,130	0.001340	$185.09		
				Future Tax Contributions Credit		$1,797.64	
				Total Credit for Past and Future Tax Contributions			$2,105

NOTES:

(1) Tax contributions per dwelling unit or per lot are estimated for each past tax year in which tax levy data for the School District is available and projected for the next fifteen (15) years in the future.

(2) The Median Home Value per DU equals the value in the 1990 Census for homes within the Snyderville Basin. Although this assumption probably causes the amount of past tax contributions to be over-estimated (since past home values were probably lower than the 1990 median value), this approach is conservative and will result in a lower impact fee.

(3) The Median Value of an Unimproved Lot is assumed to equal 30% of the median value per dwelling unit of homes in the Snyderville Basin based on 1990 Census data. No specific information on the average value of an undeveloped lot is currently available.

(4) The Assessed Valuation per Lot is the percent of the total dwelling unit or lot valuation that is used to determine the property taxes owed. The following assessment rates are used in calculating the property tax credit: Unimproved Lot: 20% 1978-82, 80% 1983-91, 95% 1991-93; Dwelling Unit: 95% (assumed to be a secondary home). The Tax Credit is calculated using the 95% assessment rate applicable to secondary homes (in contrast to the current assessment rate of 67% for primary homes) in order to provide the most conservative tax credit and resulting impact fee. This approach is necessary because the primary/secondary status of a home is not known at the time of payment of impact fees and can change at any time in the future.

(5) The Applicable Levy per DU is calculated for each tax year from 1978-79 through 1993-94 based on the portion of the School District property tax levy used to fund capital improvements. The annual levy included in the Applicable Levy per DU typically includes the levy for the Debt Service Fund, 10% Additional Basic Program Fund and the Municipal Bond Act (in 1983-84). Although Capital Outlay Fund and 10% Additional Basic Program Fund monies may be used to finance capital improvements, the Park City School District has used Capital Outlay Funds and 10% Additional Basic Program Fund monies only for operations and maintenance. Therefore, past levies for the Capital Outlay Fund and the 10% Additional Basic Program Fund are not included in the tax credit calculations.

(6) The Tax Contribution per DU is calculated by multiplying the assessed valuation per dwelling unit or lot by the applicable levy for each tax year.

(7) The total annual Past Tax Contributions and the total annual estimated Future Tax Contributions are adjusted to net present value using an average annual interest rate of 6.0%. Net present value provides the present value of a series of payments (in the past or the future) based on a constant interest or discount rate.

(8) The Tax Credit per DU is the sum of (1) the present value of the total estimated past tax contributions on an undeveloped lot from 1978-79 to the current year of construction and (2) the present value of the total estimated future tax contributions on a secondary home for the next fifteen (15) years.

VI. INTERLOCAL COORDINATION BETWEEN THE SCHOOL DISTRICT, SUMMIT COUNTY AND PARK CITY

To govern the responsibilities and duties of the School District, Summit County, and Park City in the operation and administration of the school impact fee system and the school concurrency system, interlocal agreements between the parties are necessary. Agreements should be executed between the School District, Summit County and Park City. These agreements will guide the mechanics of the collection of school impact fees, the timing and manner of remittance of the impact fees collected to the School District, the ability of the collecting agency to retain a portion of the impact fee to cover administrative costs (or the addition of a separate processing fee calculated not to exceed the actual costs of administering the impact fee system), the accounting of collected impact fees, the permissible expenditure of impact fees by the School District, data collection and sharing of information relevant to the impact fee and concurrency systems, responsibilities of the School District to maintain adequate school facilities to serve both existing and new development, and any other issues identified during the development and implementation of the school impact fee and concurrency systems.[26]

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[26] See "A Joint Resolution Establishing An Agreement in Principle Relating to the Implementation of Impact Fees and School Concurrency Regulations," October __, 1993; see also, Footnote 19, supra.

ORDINANCE NO. 94-22

AN ORDINANCE APPROVING THE AMENDMENT TO THE FINAL PLAT OF BELLEVUE PHASE I PLANNED UNIT DEVELOPMENT AT PARCEL A, NORTH SILVER LAKE, PARK CITY, UTAH

WHEREAS, the owners of the property known as Lot 13 of Bellevue Phase I petitioned the Planning Commission for approval of an amendment to the final plat; and

WHEREAS, proper notice was sent and the City Council held a public hearing to receive input on the proposed amendment on May 12, 1994; and

WHEREAS, the City Council has found that neither the public nor any persons would bes materially injured by the amendment as proposed;

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

SECTION 1. The amendment to the final plat of Bellevue Phase I, Parcel A, Lot 13 is approved as shown on the attached Exhibit A with the following conditions:

1. **Prior to plat recordation the City Council, City Attorney, and City Engineer shall have reviewed and approved the final plat.**

2. **If the reconfiguration on Lot 13 results in the loss of an additional tree the tree shall be replaced with at least three 12 foot evergreens.**

SECTION 2. This ordinance shall take effect immediately.

DATED this 12th day of May, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

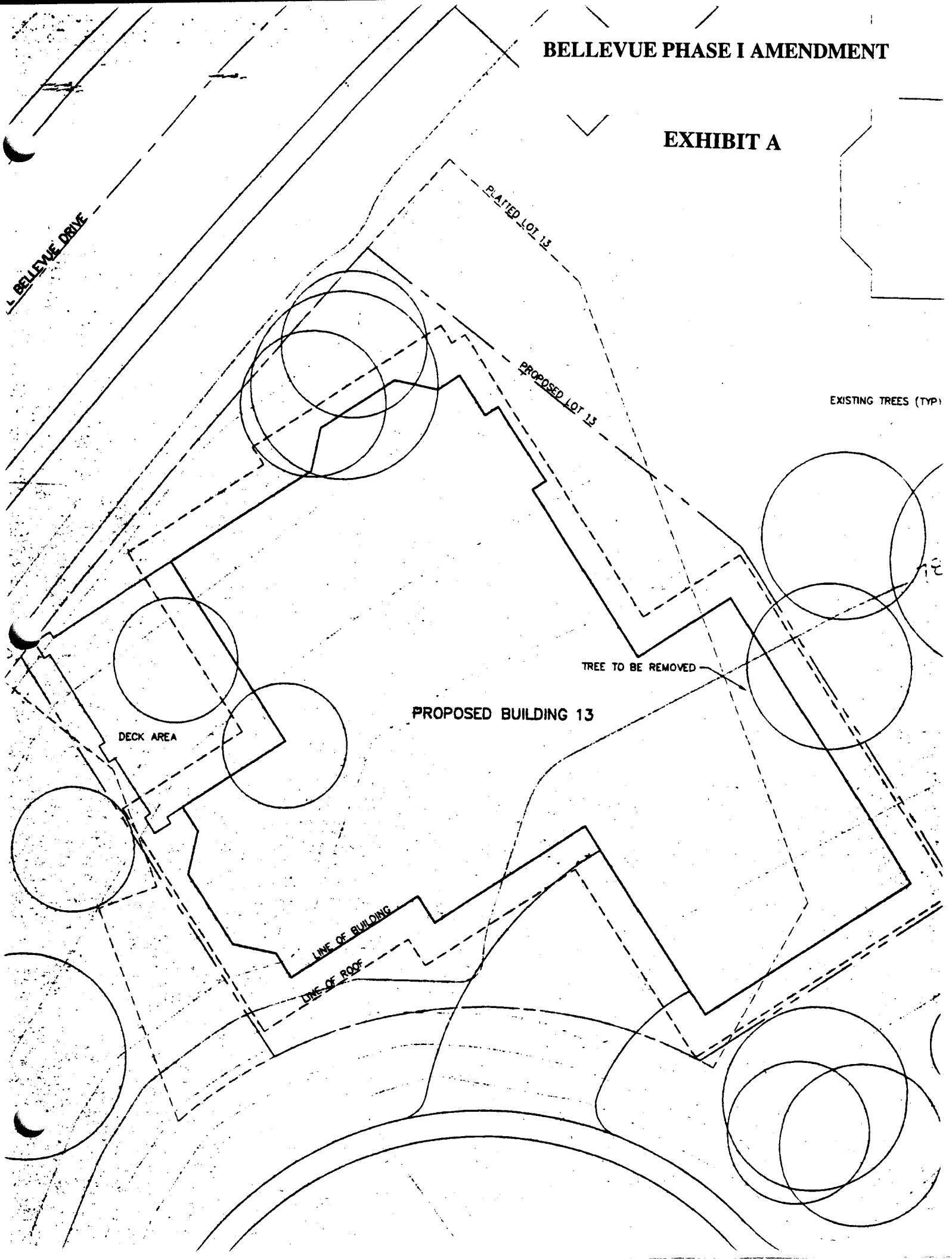
ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

BELLEVUE PHASE I AMENDMENT

EXHIBIT A



Recorded at the request of and return to: Park City Municipal Corp. P. O. Box 1480, Park City, UT 84060 Attn: City Recorder

Ordinance 94-21

Fee Exempt per Utah Code Annotated 1953 21-7-2

AN ORDINANCE VACATING THAT PORTION OF THE BIKE PATH RIGHT-OF-WAY, A.K.A. EASY STREET, PASSING THROUGH THE MORI SPORTS FACILITY (AQUACADE) PARCEL BETWEEN HEBER AVENUE AND THE TOWN LIFT PROJECT AND ACCEPTING DEDICATION OF A RIGHT-OF-WAY FOR RELOCATION OF THE BIKE PATH TO THE WEST OF THE MORI PARCEL AND FOR A RIGHT-OF-WAY FOR THE EXISTING PATH TO THE EAST OF THE MORI PARCEL

WHEREAS, a public hearing on the vacation of the right-of-way was held on May 12, 1994; and

WHEREAS, notice of the public hearing was properly given by publication for four weeks in the Park Record and mailed notice to adjoining property owners; and

WHEREAS, the City Council of Park City has determined that there is good cause for vacating the right-of-way and that, because of the grant of a right-of-way for relocation of the pathway, such vacation will not be detrimental to the general interest of the citizens of Park City;

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

SECTION I. VACATION OF A PORTION OF THE EASY STREET RIGHT-OF-WAY. The following portion of the Easy Street right-of-way described below, and shown as "Area A" on the map attached as Exhibit A, is hereby vacated and Park City Municipal Corporation hereby releases its fee therein:

'BEGINNING at a point which is North 65.78 feet and West 76.95 feet from the Southwest corner of the Southeast quarter of the Northeast quarter of Section 16, T2S, R4E, SLB&M; and running thence North 31°58'00" West 25.43 feet; thence North 19°54'00" East 174.08 feet; thence South 70°06'00" East 20.00 feet; thence South 19°54'00" West 189.78 feet to the point of beginning.

SECTION II. ACCEPTANCE OF RIGHT-OF-WAYS. Park City Municipal Corporation hereby accepts the dedication of a right-of-way, as depicted as "Area B" on the map attached as Exhibit A and in a form as approved by the City Attorney, for the relocation of the bike path to the west of the MORI Aquacade parcel. Park City Municipal Corporation hereby accepts the dedication of a right-of-way, as depicted as "Area C" on the map attached as Exhibit A and in a form as approved by the City Attorney, for the existing bike path to the east of the MORI Aquacade parcel.

00408158 Bk00016 Pg00203-00205
7-12-94 9L
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 JUN 24 16:38 PM FEE $14.00 BY DMG
REQUEST: COALITION TITLE
26, T2S, R4E

SECTION III. CONTINGENCY. The vacation contained in Section I herein and the acceptance of the right-of-ways in Section II herein are expressly contingent on McIntosh Mill agreeing to relocate the gas line under the vacated bike path to the new bike path west of the MORI Aquacade parcel, in a manner and location approved by the City Engineer.

SECTION IV. EFFECTIVE DATE. This ordinance shall become effective upon publication provided that the right-of-ways described in Section II herein are approved by the City Attorney and recorded with the Summit County Recorder within thirty (30) days of publication of this ordinance.

PASSED AND ADOPTED this 12th day of May, 1994.

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

Attest:

Anita Sheldon, City Recorder

Approved as to Form:

Jodi Hoffman, City Attorney

00408158 Bk00816 Pg00204

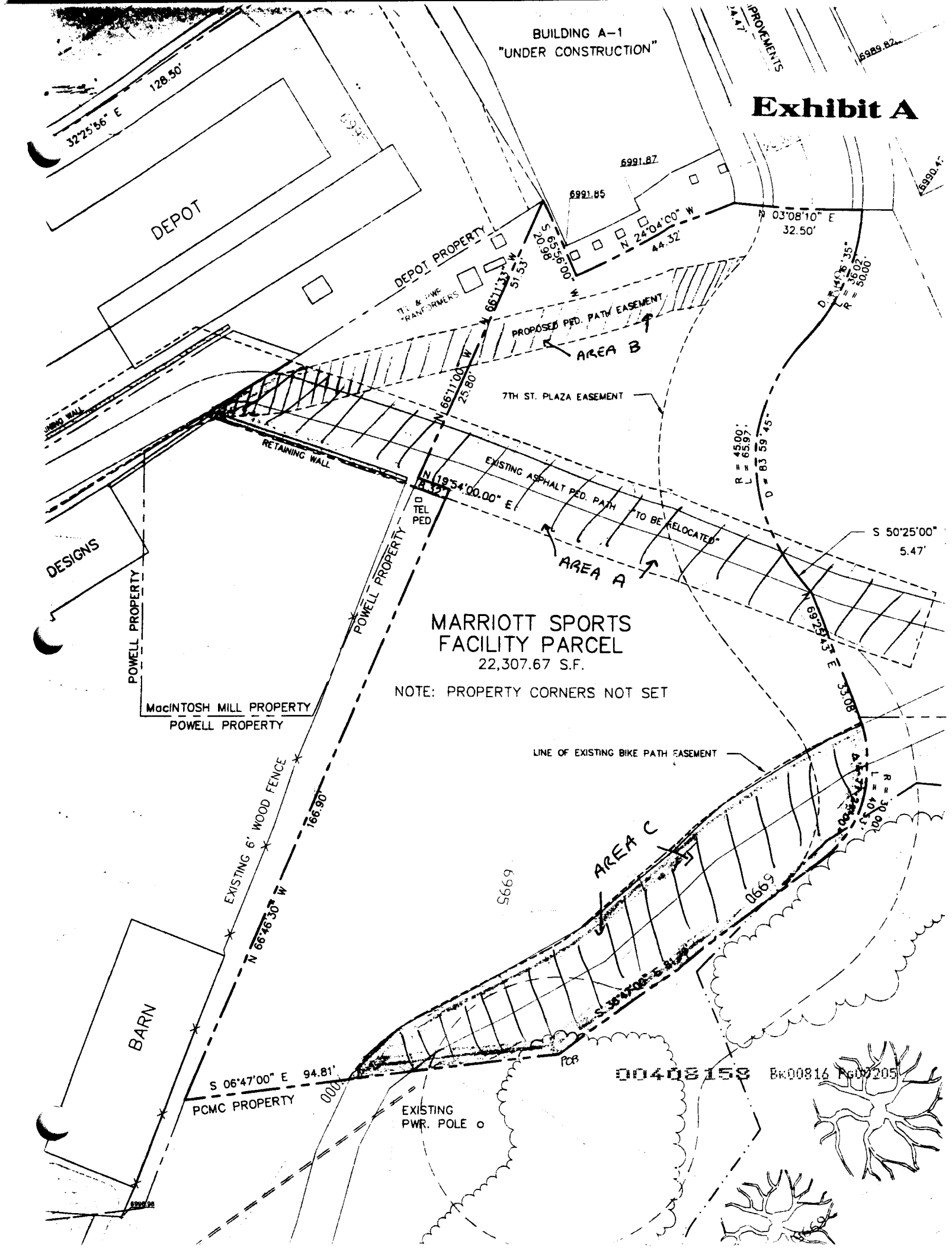


Exhibit A
BUILDING A-1
"UNDER CONSTRUCTION"
DEPOT
DEPOT PROPERTY
TEL & PWR TRANSFORMERS
PROPOSED PED. PATH EASEMENT
AREA B
7TH ST. PLAZA EASEMENT
RETAINING WALL
EXISTING ASPHALT PED. PATH TO BE RELOCATED
AREA A
TEL PED
DESIGNS
POWELL PROPERTY
MacINTOSH MILL PROPERTY
POWELL PROPERTY
MARRIOTT SPORTS
FACILITY PARCEL
22,307.67 S.F.
NOTE: PROPERTY CORNERS NOT SET
LINE OF EXISTING BIKE PATH EASEMENT
AREA C
EXISTING 6' WOOD FENCE
BARN
PCMC PROPERTY
EXISTING
PWR. POLE
POB
N 66°11'00" W 25.80'
N 19°34'00.00" E
N 24°04'00" W 44.32'
N 03°08'10" E 32.50'
S 50°25'00" 5.47'
S 66°46'30" E 33.08'
N 66°46'30" W 166.90'
S 06°47'00" E 94.81'
R = 45.00' L = 65.97' D = 83°59'45"
R = 30.00'
6991.87
6991.85
6989.82
00408158 Bk00816 Pg00205

Ordinance 94-20

AN ORDINANCE AMENDING THE DEFINITION OF GROSS REVENUE IN ORDINANCE NO. 73-15, AN ORDINANCE GRANTING A TELEPHONE AND TELEGRAPH FRANCHISE TO U S WEST COMMUNICATIONS, INC., FORMERLY THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, D.B.A. MOUNTAIN BELL

WHEREAS, the state legislature has amended U.C.A. § 11-26-1 to expand the definition of revenue with respect to the franchise tax base for telephone utilities; and

WHEREAS, it is the policy of the City Council to take advantage of alternative revenue sources to maintain low property taxes; and

WHEREAS, the City Council has already amended the Municipal Code of Park City to reflect the changes in U.C.A. § 11-26-1 and for the purpose of uniformity the franchise agreement should also be changed;

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

SECTION I. AMENDMENT. Section 5 of Ordinance No. 73-15 is hereby amended to read as follows:

> SECTION 5. In further consideration for the franchise herein granted, the Company during the life of this franchise shall pay to the City 2.5 per cent of the gross revenue derived by the Company from the sale of telephone services or products ~~all local exchange service revenue received from~~ to subscribers located within the City Limits, ~~and directly connected with the switchboard or switchboards of the Company located in said City.~~ "Telephone services or products" shall include all those services and products as defined in Municipal Code of Park City § 4-9-4(a-d), or any successor provision, and shall not include the exclusions as defined in M.C.P.C. § 4-9-3, or any successor provision. Payments shall be made on or before sixty days after January 1 and July 1 of each year, based upon the revenue for the respective six months period next preceding the aforementioned dates of each year. For the purpose of verifying said revenue, the books of the Company pertaining thereto shall be open to inspection by duly authorized representatives of the City at all reasonable times, upon the giving of reasonable notice of intention inspect such books.

SECTION II. REPEALER. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall become effective upon publication, provided the Company, within thirty days after the passage and approval of this ordinance shall have filed with the City Recorder of Park City a signed copy of the ordinance, representing the acceptance thereof.

PASSED AND ADOPTED this 12th day of May, 1994.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

Attest:

Anita Sheldon, City Recorder

Approved as to Form:

Jodi Hoffman, City Attorney

U S WEST, INC.

Name: Mark W. Stromberg
Title: Vice President - Utah

Attest:

Title:

Notary Public
CAROL D. SJOBERG
250 Bell Plaza #1610
Salt Lake City, Utah 84111
My Commission Expires
January 7, 1998
State of Utah

APPROVED AS TO FORM
BY
UTAH LAW DEPARTMENT
DATE 5/27/94

ORDINANCE NO. 94-19

AN ORDINANCE APPROVING THE AMENDMENT OF THE FINAL PLAT OF SNOWCREST CONDOMINIUMS, UNITS 316 & 317, 1530 NORTH EMPIRE, PARK CITY, UTAH

WHEREAS, the owners of the property known as units 316 and 317 at the Snowcrest condominiums petitioned the Planning Commission for approval of the amendment to the final plat; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed amendment on April 27, 1994; and

WHEREAS, on April 27, 1994, the Planning Commission approved the amendment to the final plat attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of Park City to approve the final plat,

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

SECTION 1. The amendment to the Snowcrest condominium final plat is approved as shown on the attached Exhibit A with the following conditions:

1. **Prior to plat recordation the City Council, City Attorney, and City Engineer shall have reviewed and approved the final plat.**

SECTION 2. This ordinance shall take effect immediately.

DATED this 12th day of May, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

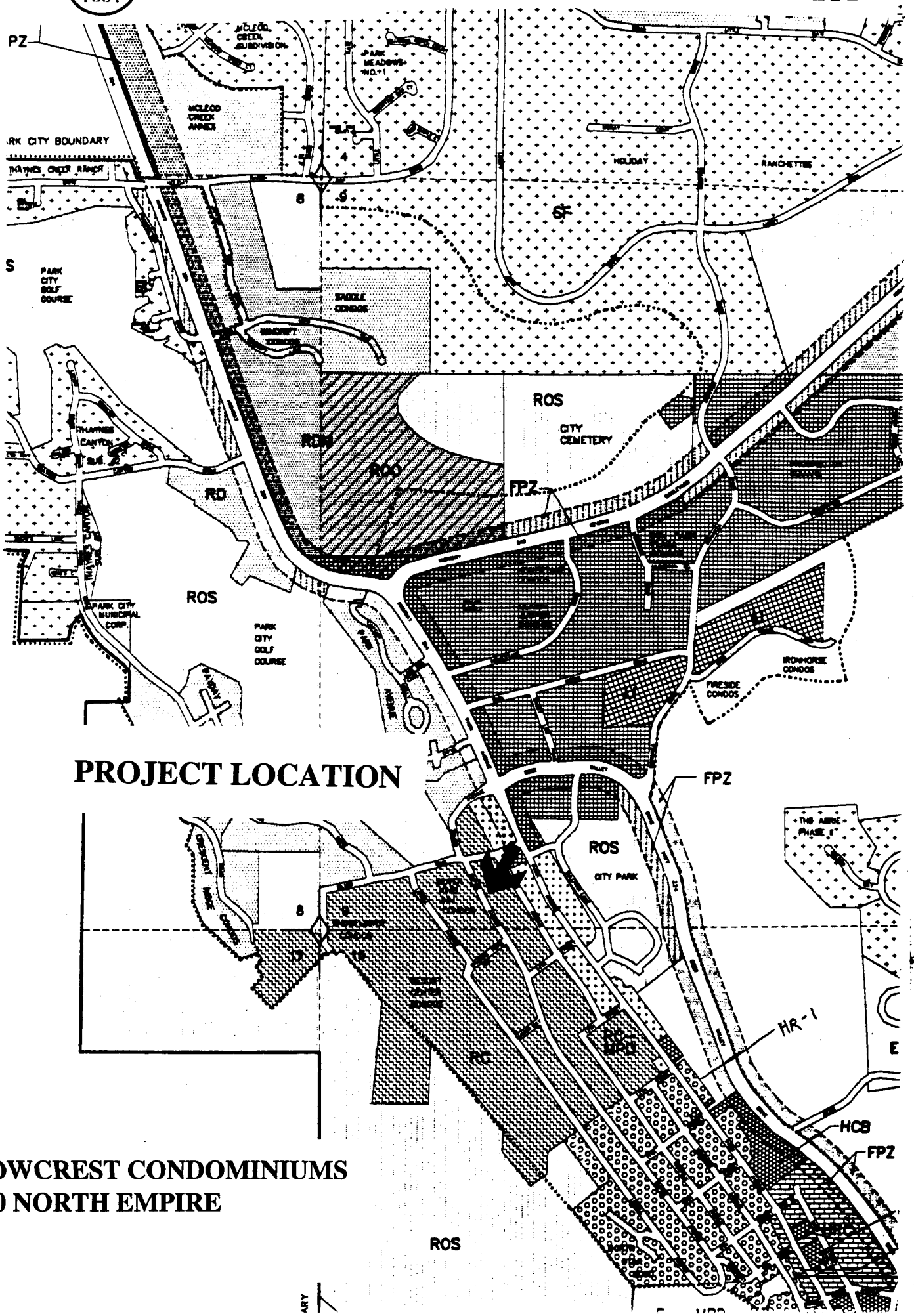
ATTEST:

ANITA L. SHELDON, CITY RECORDER

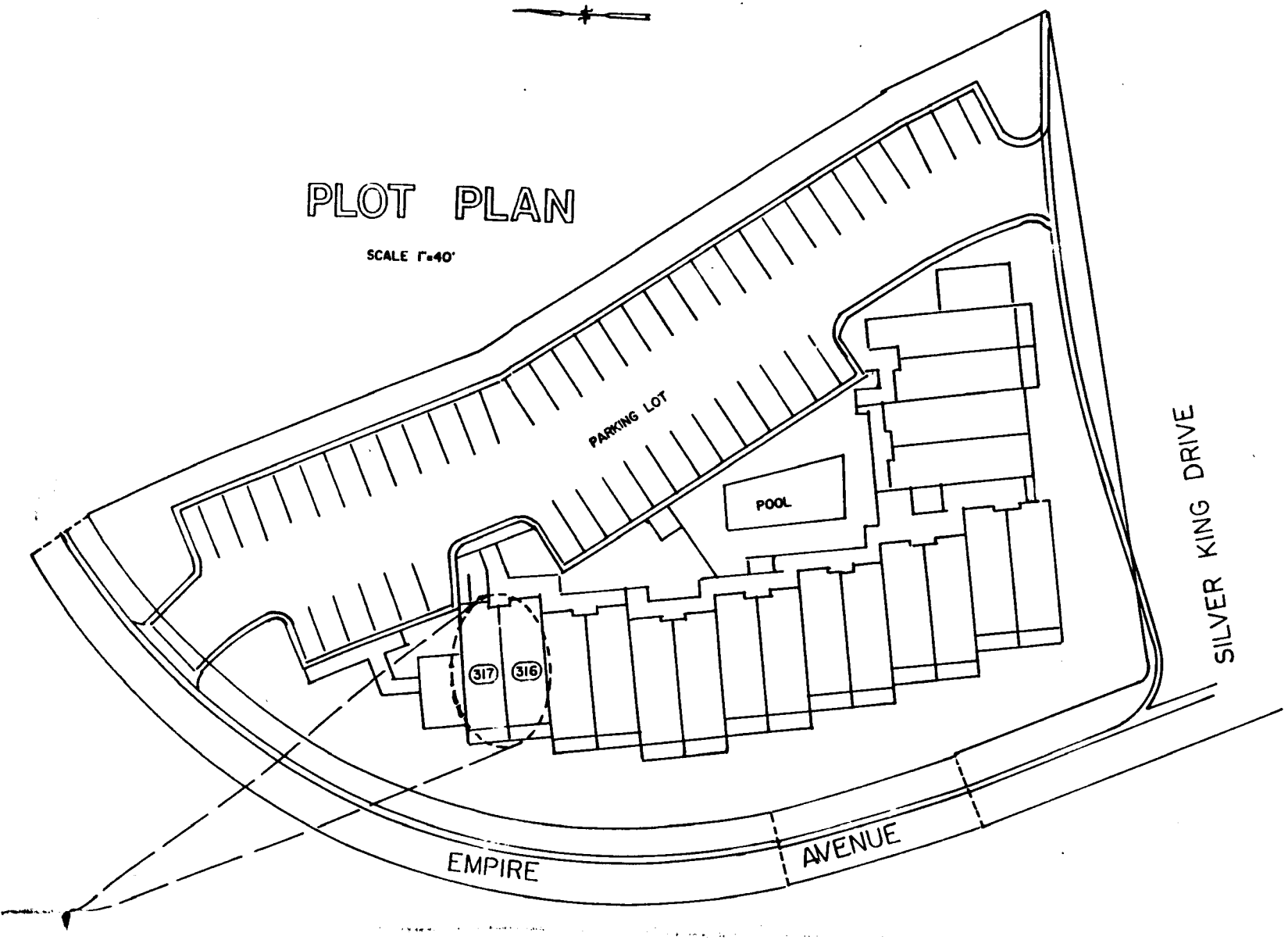
APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

PARK CITY ZONING MAP



HOWCREST CONDOMINIUMS
1530 NORTH EMPIRE



SNOWCREST CONDOMINIUMS
1530 NORTH EMPIRE

ORDINANCE NO. 94-18

AN ORDINANCE APPROVING THE FINAL PLAT OF CONDOMINIUM CONVERSION OF 12 RESIDENTIAL UNITS LOCATED AT THE SILVER QUEEN HOTEL, 632 MAIN STREET, PARK CITY, UTAH

WHEREAS, the owners of the property known as the Silver Queen Hotel petitioned the Planning Commission for approval of the conversion to condominiums and final plat; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed conversion on April 27, 1994; and

WHEREAS, on April 27, 1994, the Planning Commission approved the conversion of condominiums and final plat attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of Park City to approve the final plat,

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

SECTION 1. The conversion of the Silver Queen Hotel to condominiums and final plat is approved as shown on the attached Exhibit A with the following conditions:

1. **Prior to plat recordation the City Council, City Attorney, and City Engineer shall have reviewed and approved the final plat.**

2. **If the owner chooses to individually sell the commercial units the plans shall be submitted and approved by the Community Development Department, Planning Commission and City Council.**

SECTION 2. This ordinance shall take effect immediately.

DATED this 12th day of May, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

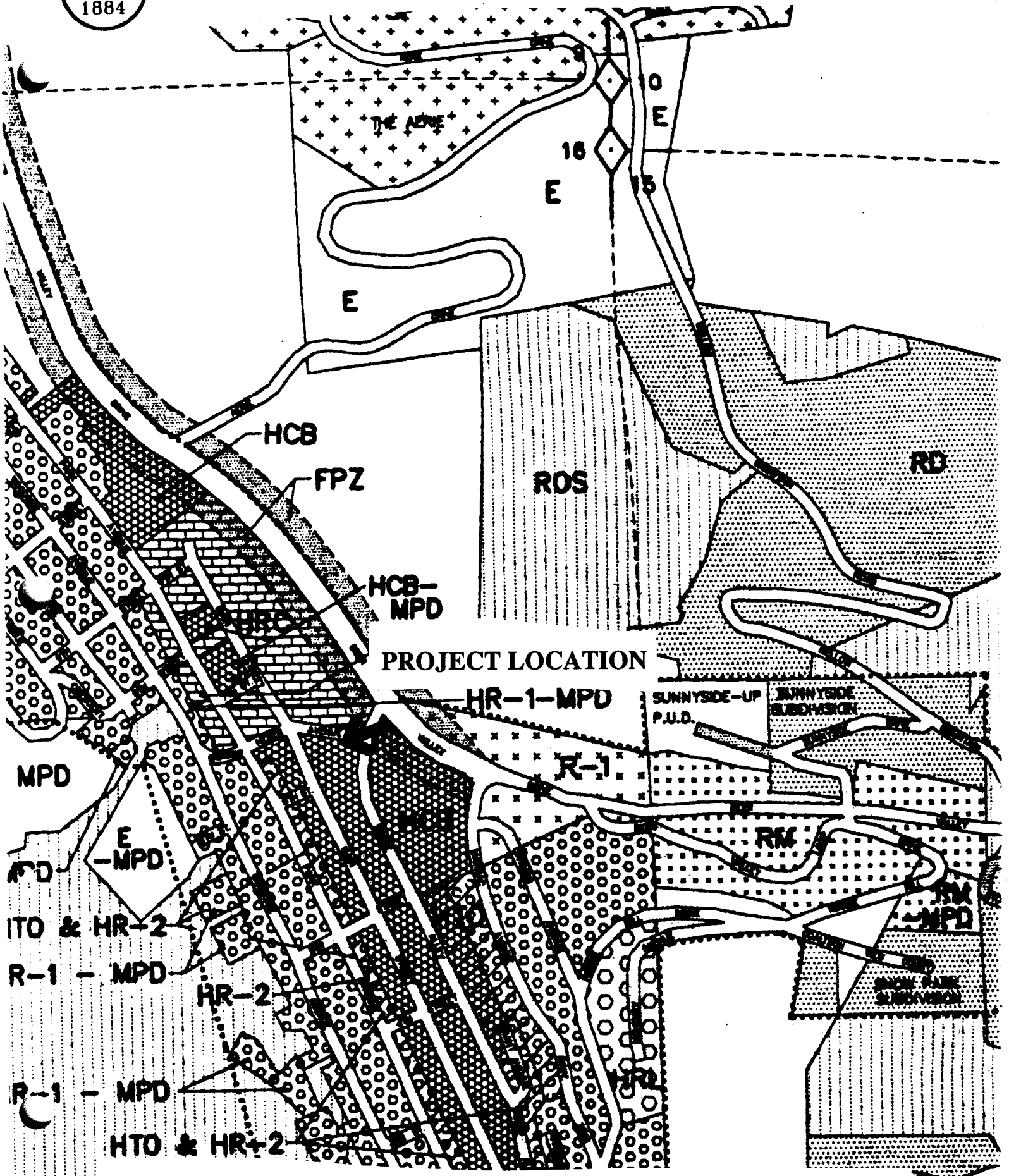
ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

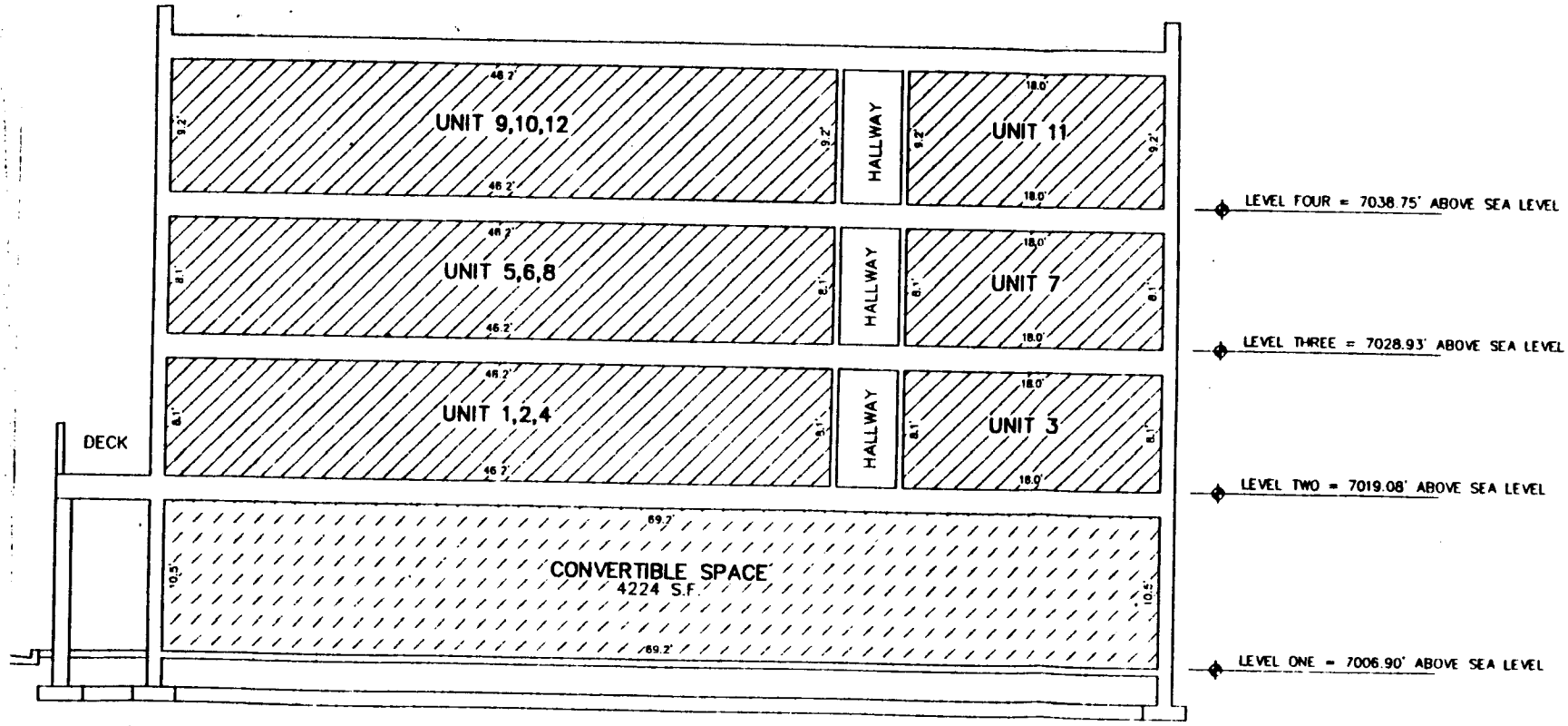
PARK CITY ZONING MAP



CONDOMINIUM CONVERSION OF SILVER QUEEN HOTEL - 632 MAIN STREET

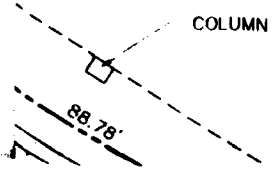
CONDOMINIUM CONVERSION OF SILVER QUEEN HOTEL - 632 MAIN STREET

EXHIBIT A

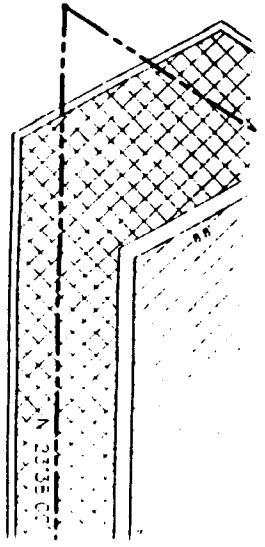


SECTION "S-1"

NOTE: SEE PAGE 1 OF 2 FOR BENCHMARK LOCATION.



LEGEND



ORDINANCE NO. 94-17

AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE 12 - SIGNS, OF THE PARK CITY MUNICIPAL CODE

WHEREAS, the Park City Sign Ordinance, as currently written, permits banner designs and advertisements which are not compatible with Park City's image as a World Class Resort; and

WHEREAS, the City Council wishes to encourage banners promoting local events which promote the resort nature of our community,

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

SECTION 1. THE FOLLOWING SUBSECTIONS OF TITLE 12, CHAPTER 7, SECTION 11 SHALL BE AMENDED AS FOLLOWS:

(c) Terms and Conditions . . .

(1) The banner or sign shall only inform the community of an upcoming community event. A community event shall be defined as a public event which is of interest to the community as a whole and promotes the resort nature of the community ~~rather than the promotion of any product, political candidate, religious leader or commercial goods or services.~~

(4) Reservation of dates for a banner site may be made up to three (3) months prior to the date of display. Site(s) are generally reserved on a first-come, first-served basis; however, preference may be given for recurring annual events ~~historically or traditionally tied to a specific date, holiday or season. Additionally, a request to advertise the reoccurrence of the same event or type of event within any one calendar year (i.e. plays or class registrations) may be honored if no request for the banner site for an unrepeated scheduling is received.~~

(11) Banners must ~~should~~ be received by the Public Works department one week prior to the date of scheduled display.

SECTION 2. SUBSECTION (D) OF CHAPTER 7, SECTION 12 SHALL BE AMENDED AS FOLLOWS:

(d) Fee. A fee shall be payable to the City when the application is dropped off at the Parks Department before its reservation commences to cover costs associated with installation and removal of the banner. Said fee shall be set by resolution. ~~This fee shall be $100, and checks shall be made payable to the Park City Leisure Services department and submitted with the application.~~

SECTION 3. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PUBLICATION.

DATED THIS 28th day of April, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

ORDINANCE NO. 94-16

AN ORDINANCE APPROVING AN AMENDMENT TO CHAPTER 7 OF THE LAND MANAGEMENT CODE OF PARK CITY MUNICIPAL CORPORATION, PARK CITY, UTAH, TO ENABLE CONSTRUCTION OF RESIDENTIAL DEVELOPMENT WITHIN THE RECREATION COMMERCIAL DISTRICT

WHEREAS, the owners of the property known as Lots 13-22 on Park Avenue petitioned the Planning Commission for a positive recommendation on an amendment to the Recreation Commercial District of the Land Management Code ; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed amendment on March 23, 1994; and

WHEREAS, on March 23, 1994, the Planning Commission forwarded a positive recommendation to the City Council on the amendment to the Recreation Commercial Zone; and

WHEREAS, it is in the best interest of Park City to amend the Recreation Commercial District to allow for the construction of residential development,

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City to change Chapter 7, Sections 10.3, 10.4, and 10.5 of the Land Management Code as follows:

SECTION 1.

CHAPTER 7. DISTRICTS AND REGULATIONS

7.10. RECREATION COMMERCIAL (RC) DISTRICT

7.10.1. PURPOSE. To allow for the development of hotel and convention accommodations in close proximity to the major recreation facilities. This district allows a relatively high density of transient housing with appropriate supporting commercial and service activities.

7.10.2. USES. Uses within the zone are limited to those shown on the land use tables as permitted or conditional uses for the zone. All other uses are prohibited.

7.10.3. LOT AND SITE REQUIREMENTS.

(a) Development credits will be allocated on the basis of one credit per 1,000 square feet of lot area. To determine the number of units or square footage of commercial space permitted, multiply the number of development credits for the parcel by the credit multiplier for desired uses.

(b) Development Credit Table.

Type of Use	Credit Multiplier
Hotel or studio unit	2
One bedroom unit or hotel suite	1
Two bedroom unit	0.66
Three bedroom unit	0.50
Four bedroom unit	0.40
Commercial or office unit (one unit equals 1,000 square feet or any portion thereof);	1

(c) For purpose of density calculation, every habitable room in addition to the primary living room in one bedroom and larger units, except kitchens designed only for the preparation and consumption of food and bathrooms, shall be counted as a bedroom. To calculate the Unit Multiplier for units larger than four bedrooms, divide two by the number of habitable rooms, except kitchens designed only for the preparation and consumption of food and bathrooms.

(d) Side Yard. A ten foot side yard shall be provided for all uses.

(e) Front Yard. All uses shall provide a 20 foot front yard for main and accessory buildings.

(f) Rear Yard. A ten foot rear yard shall be provided for all uses.

(g) The following standards shall apply to residential development for single family residences or duplexes on parcels when the Planning Director determines that the proposed site is more appropriately used for single family or duplex development than for large scale resort type development:
(i) The standards for Lot Size and Coverage as outlined in Section 7.1.3 of the Land Management Code.
(ii) The standards for Special Parking Regulations as outlined in Section 7.1.4 of the Land Management Code.

7.10.4. BUILDING HEIGHT. Buildings shall be erected to a height no greater than 35 feet, measured from natural grade at the building site.

The height for residential development on single family residences or duplexes shall be those standards for Building Height as outlined in Section 7.1.5 of the Land Management Code.

7.10.5. ARCHITECTURAL REVIEW. Prior to the issuance of building permits for any conditional or permitted use within this zone, the Community Development Department shall review the proposed plans for neighborhood compatibility in keeping with the architectural design guidelines adopted as Chapter 9 of this Code. Appeals of departmental actions on architectural compliance are heard by the Planning Commission, and then may be appealed to the Council as set forth in Chapter 1 of this Code. ~~Single family residences in this zone are not subject to design review by the City, but may be subject to subdivision regulations and covenants that regulate design, materials, yard and height more strictly than this Code. This Code does not supersede more restrictive provisions in private covenants.~~

Prior to the issuance of building permits for any single family residences or duplexes within this District, the Community Development Director shall review the proposed plans for compatibility with the Historic District Design Guidelines prepared by the Historic District Commission in the following circumstances:

(1) Any residential development that is within a 2 block radius of the HR-1 District, and
(2) Any residential development that is located along Park Avenue.

SECTION 2. This ordinance shall take effect upon publication.

DATED this 28th day of April, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

Ordinance No. 94-15

AN ORDINANCE APPROVING THE REVISED FINAL PLAT FOR HEARTHSTONE SUBDIVISION, A SUBDIVISION DEVELOPMENT LOCATED BETWEEN AERIE DRIVE AND MELLOW MOUNTAIN ROAD PARK CITY, UTAH

WHEREAS, the owners of property known as the Hearthstone Subdivision petitioned the Planning Commission for approval of the revised Hearthstone Subdivision plat amendment; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on April 13, 1994; and

WHEREAS, it is in the best interest of Park City to approve the revised final plat;

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

SECTION 1. The Hearthstone Subdivision revised final plat is approved as shown on the attached Exhibit A with the following conditions:

1. A six foot easement for all trails crossing individual lots shall be reflected on the plat. Trails shall be constructed prior to September 22, 1994.

2. Maximum house sizes shall be as follows:

   3,500 square feet for Lots 4 and 5
   4,000 square feet for Lots 3 and 6
   5,000 square feet for Lots 1, 2 and 9
   6,000 square feet for Lot 7
   6,500 square feet for Lots 8 and 10, and
   A note shall be placed on the plat outlining the maximum square footages.

3. The front setbacks for Lot 2 shall be 35 feet; for Lot 4, 35 feet; for Lot 6, 45 feet. A not shall be placed on the plat regarding these setbacks.

4. The developer shall be required to install two "stop ahead" signs placed on Aerie Drive 200 and 750 feet above the Aerie Drive/Deer Valley Drive intersection. The developer shall also install a street light at the same intersection.

5. The applicant shall make an irrevocable offer of dedication of open space parcels prior to plat recordation.

6. A security shall be posted for all public improvements, including trails and the Aerie Drive improvements, in a form acceptable to the City Attorney prior to plat recordation.

SECTION 2. This Ordinance shall take effect immediately.

PASSED AND ADOPTED this 21st day of April, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Anita L. Sheldon, City Recorder

Approved as to form:

Jodi Fatland Hoffman, City Attorney

ORDINANCE NO. 94-14

AN ORDINANCE APPROVING THE SUBDIVISION AND FINAL PLAT OF 2078 PROSPECTOR, PARK CITY, UTAH

WHEREAS, the owners of the property known as Lot 18a and 17a at 2078 Prospector petitioned the Planning Commission for approval of the subdivision and Final Plat at 2078 Prospector ; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on March 23, 1994; and

WHEREAS, on March 23, 1994, the Planning Commission approved the 2078 Prospector final plat ; and

WHEREAS, it is in the best interest of Park City to approve the final plat,

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

SECTION 1. The 2078 Prospector, Lots 18a and 17a final plat is approved as shown on the attached Exhibit A with the following conditions:

1. The buildings in Lots 18A and Lot 17A shall be consistent in scale, height and character to the exisiting P.O.P. building.

2. The final plat shall show language to be devised by staff that indicates that public sewer service is currently extended to the project and that arrangements for such service must be negotiated with SBSID. Additional costs may be borne by the developer for installation of such services.

3. A letter of acknowledgement shall be submitted from the Prospector Square Property Owners Association.

4. Any new construction on the newly created Lot 18A shall be subject to a 10 foot separation from buildings. This condition shall be reflected on the final plat. Prior to issuance of a building permit design of a pedestrian thouroughfare from the common area to the North and the parking lot to the South shall be reviewed and approved by staff. Prior to issuance of a Certificate of Occupancy the pedestrian walkway shall be constructed by the developer.

5. Prior to plat recordation, the City Council, City Attorney, and City Engineer shall have reviewed and approved the final plat.

6. A Parks Dedication fee of $1,065 shall be paid prior to plat recordation.

SECTION 2. This ordinance shall take effect immediately.

DATED this 7th day of April, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

ORDINANCE NO. 94-13

AN ORDINANCE APPROVING THE SUBDIVISION AND FINAL PLAT OF 1816 PROSPECTOR, PARK CITY, UTAH

WHEREAS, the owners of the property known as Lot 29 at 1816 Prospector petitioned the Planning Commission for approval of the subdivision and Final Plat at 1816 Prospector ; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on March 23, 1994; and

WHEREAS, on March 23, 1994, the Planning Commission approved the subdivision and final plat at 1816 Prospector ; and

WHEREAS, it is in the best interest of Park City to approve the final plat,

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

SECTION 1. The 1816 Prospector, Lots 29a and 29b final plat is approved as shown on the attached Exhibit A with the following conditions:

1. The final plat shall show language to be devised by Staff that indicates that public sewer service is currently not available to the project and that private arrangements for such service must be negotiated with the Prospector Square Owners Association.

2. A letter of Acknowledgement shall be received from the Prospector Square Property Owners Association. The letter of acknowledgement shall also contain language authorizing City fire and emergency vehicle access to Lot 29B through Parking Lot K.

3. Construction shall occur on Lot 29B only if one the following conditions have been met:
   1. Construction on Lot 29A has not commenced, or
   2. Parking Lot K has been completely paved allowing for construction staging access, or
   3. another approved location for access and staging has been determined by Staff.

4. Prior to plat recordation, the City Council, City Attorney, and City Engineershall have reviewed and approved the final plat.

5. A Parks Dedication fee of $1,065 shall be paid prior to plat recordation.

SECTION 2. This ordinance shall take effect immediately.

DATED this 7th day of April, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

ORDINANCE NO. 94-12

AN ORDINANCE AMENDING SECTION 8.12
OF THE LAND MANAGEMENT CODE

WHEREAS, the City Council of Park City is responsible for zoning and for determining which zones will allow home occupations; and

WHEREAS, the City Council cannot delegate its legislative authority to others such as homeowners associations,

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

SECTION 1. Section 8.12, "Home Occupation" of the Land Management Code is hereby amended as follows:

8.12. HOME OCCUPATION. A home occupation is a lawful use conducted and carried on entirely within a dwelling by persons residing in the dwelling or by those persons at sites away from the dwelling, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof. A home occupation shall not include the sale of goods or merchandise except those which are produced on the premises and shall not involve the use of any yard space or activity outside of the buildings not normally associated with residential use. The use of mechanical equipment shall be limited to small tools whose use shall not generate noise, smoke, or odors perceptible beyond the premises of the dwelling. Home occupation will not allow a resident, professional or otherwise, to use the dwelling for his general practice when that practice is normally associated with some other zoning district. Home occupation will, however, allow the use of the dwelling by a physician, dentist, lawyer, clergyman, engineer or the like for consultation or emergency treatment. Consultation shall include the use of a dwelling to receive mail and maintain a telephone or automatic answering device related to the home occupation, but shall not allow frequent or constant visitation to the residence by clients to transact business. Home occupation shall include the care of fewer than three children other than members of the family residing in the dwelling. In all cases, there shall be no advertising of said home occupation by window displays or signs, and no one outside of the immediate family may be employed. ~~In the event covenants applicable to the property preclude this use, the covenants shall control.~~

SECTION 2. This amendment shall take effect immediately.

K:\LEGAL\ORD\8-12.LMC

DATED this 7th day of April, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

K:\LEGAL\ORD\8-12.LMC

ORDINANCE NO. 94-11

AN ORDINANCE APPROVING THE BELLEVUE PHASE II, PARCEL B - FINAL PLAT, A SMALL SCALE MASTER PLAN DEVELOPMENT LOCATED AT SILVER LAKE DRIVE, PARK CITY, UTAH

WHEREAS, the owners of the property known as Bellevue, Phase II, Parcel B petitioned the Planning Commission for approval of the Bellevue, Phase II, Parcel B final plat; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on March 9, 1994; and

WHEREAS, on March 9, 1994, the Planning Commission approved the Bellevue, Phase II, Parcel B final plat attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of Park City to approve the final plat,

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

SECTION 1. The Bellevue, Phase II, Parcel B final plat is approved as shown on the attached Exhibit A with the following conditions:

1. Prior to plat recordation, the City Engineer, City Attorney and City Council shall have reviewed and apporoved the plat.

2. The project shall comply with the Standard Conditions of Approval.

3. Prior to plat recordation, CC&Rs shall be reviewed and approved by the Community Development Department and the City Attorney.

4. The final plat shall contain the following note in 3/8 inch letters: "Bellevue Court is a private road and is intended always to remain a private road. Maintenance costs will be borne by the homeowners association."

5. The plat shall contain language to be worked out by the staff and applicant on utility design and construction in Bellevue.

6. All buildings in Bellevue are required to provide exterior flame spread protection as approved by the City Engineer and Fire Marshall.

7. The final plat shall contain a designation of "Subdivision" or "Condominium" in addition to "Planned Unit Development".

8. Construction staging and site access will occur along the Belleterre ski trail and the applicants have agreed to revegetate this area after construction is completed. the final plat shall contain a note saying that: "The Belleterre ski trail adjacent to the property is presently owned and maintained by the Deer Valley Ski Resort Company. Park City Municipal Corporation is not presently or in the future responsible for maintenance of the Belleterre ski trail."

SECTION 2. This ordinance shall take effect immediately.

DATED this 17th day of March, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

ORDINANCE NO. 94-10

AN ORDINANCE APPROVING THE STAG LODGE PHASE II CONDOMINIUM PLAT AMENDMENT, A CONDOMINIUM DEVELOPMENT LOCATED AT 8200 ROYAL STREET, DEER VALLEY, PARK CITY, UTAH

WHEREAS, the owners of the property known as the Stag Lodge Phase II petitioned the Planning Commission for approval of the Stag Lodge Phase II condominium plat amendment; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on March 9, 1994; and

WHEREAS, on March 9, 1994, the Planning Commission approved the Stag Lodge Phase II condominium plat amendment attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of Park City to approve the plat amendment,

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

SECTION 1. The Stag Lodge Phase II condominium plat amendment is approved as shown on the attached Exhibit A with the following conditions:

1. A security shall be posted to ensure proper installation of public improvements and landscaping.

2. The City Engineer, City Attorney, and City Council shall approve the plat prior to recordation.

3. All standard conditions of approval apply.

SECTION 2. This ordinance shall take effect immediately.

DATED this 17th day of March, 1994.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch

BRADLEY A. OLCH, MAYOR

ATTEST:

Anita L. Sheldon

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

ORD. NO. 94-9

AN ORDINANCE AMENDING CHAPTER 1, SECTION 3,
TITLE 10, MOTOR VEHICLE CODE,
OF THE PARK CITY MUNICIPAL CODE TO UPDATE
IN ACCORDANCE WITH RECENT AMENDMENTS TO THE
UTAH CODE

WHEREAS, on March 30, 1989, the City Council adopted various sections of the Utah Code dealing with regulation of motor vehicles into Title 10, Motor Vehicle Code of the Park City Municipal Code; and

WHEREAS, recent changes to the Utah Code require amendment to and recodification of the Park City Municipal Code; and

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

SECTION 1. Section 3 of Chapter 1, Title 10 of the Park City Municipal Code is hereby amended as follows:

10-1-3. DRIVERS LICENSING. Title 53, Chapter 3, Sections 101 through 810, ~~Title 41, Chapter 2, Sections 101 through 609~~, inclusive, of the Utah Code Annotated 1953, as amended to this date, is hereby adopted as the Park City Ordinance concerning drivers licensing, except as those provisions apply to administrative acts on the part of officials of the drivers licensing division or the state agencies.

SECTION 2. This ordinance shall take effect upon its publication.

DATED this 17th day of March 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

ORDINANCE NO. 94-8

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE GLENFIDDICH CONDOMINIUM LOCATED AT 2305 QUEEN ESTHER DRIVE, PARK CITY, UTAH

WHEREAS, the owners of the property at 2305 Queen Esther Drive petitioned the Planning Commission for approval of the Glenfiddich Condominium final plat located at that address; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on February 23, 1994; and

WHEREAS, on February 23, 1994, the Planning Commission approved the Glenfiddich Condominium plat attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of Park City to approve the final plat,

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

SECTION 1. The Glenfiddich Condominium plat is approved as shown on the attached Exhibit A with the following conditions of approval:

1. The existing paved trail that runs parallel along Queen Esther Drive shall be expanded to a width of ten feet. Eight fee must be paved and the remaining two feet will be wood chip. The plat shall be revised to reflect this trail. A ten-foot-wide easement will be provided.

2. The trail that will run parallel along Deer Valley Drive shall also provide a ten-foot-wide corridor. Eight feet must be paved and the remaining two feet will be wood chip. This trail will also be required to tie in with the existing Wildflower and Chapparal trails. The plat shall be revised to reflect this trial. A ten-foot-wide easement will be provided.

3. A security shall be posted to ensure the proper installation of public improvements. The trail improvements shall be included in that security.

4. All standard conditions of approval apply.

ORDINANCE NO. 94-7

AN ORDINANCE APPROVING THE SWEENEY TOWN LIFT PHASE B FINAL PLAT, A SUBDIVISION LOCATED NORTH OF 7TH STREET BETWEEN PARK AVENUE AND MAIN STREET, PARK CITY, UTAH

WHEREAS, the owners of the property known as the Sweeney Town Lift Phase B petitioned the Planning Commission for approval of the Sweeney Town Lift Phase B final plat; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on February 23, 1994; and

WHEREAS, on February 23, 1994, the Planning Commission approved the Sweeney Town Lift Phase B Plat attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of Park City to approve the final plat,

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

SECTION 1. The Sweeney Town Lift Phase B Subdivision plat is approved as shown on the attached Exhibit A with the following conditions:

1. The Town Lift Design Review Task Force approved the volumetrics on August 2, 1993. Final design approval will be required to be granted by the Town Lift Design Review Task Force prior to building permit issuance. The plans shall be consistent with the preliminary approval and with the approved Guidelines and Volumetrics.

2. A cross-easement agreement has been drafted to meet the requirements for a Master Owners' Association. That agreement shall be approved by the City Attorney. The City has been granted an Easement Deed and Restrictive covenant providing an easement for open space in which Quitting Time agrees to maintain the open space at the town Lift Base to a standard equal to that of the City maintained pocket plazas. Prior to the issuance of the final occupancy permit for the first completed phase, a security shall be posted for one year's open space maintenance.

3. Quitting Time shall be required to maintain the vacant properties until such time they are developed according to the Master Plan. Natural drought resistant grasses will be planted over a minimum of six inches of tested top soil. Rocky Mountain wildflower mix will be planted in selected locations. Litter will be removed in the spring after the snow melt, mid-summer and in the fall. Noxious weeds will be removed as needed by Quitting Time.

4. A comprehensive plan for the Lift Base is included in the Guidelines and Volumetrics and shall include restrooms, a drinking fountain, signage, landscaping and lighting. The restrooms will be located in phase B3 and available to the public during the hours of business operation of the leased space in phases B2 and B3 and during the operation of the Lift and ticket office. These improvements will be constructed at the time the respective phases are developed. A security will be required to be posted prior to building permit issuance for each phase to ensure completion of the improvements.

5. A Streetscape and Landscape plan is included in the Guidelines and Volumetrics. These improvements will be required to be completed prior to the final occupancy permit for each phase. Prior to building permit issuance for each phase, a security will be required to be posted to ensure completion.

6. Prior to plat recordation, a security shall be posted for the completion of the sidewalks and street lights on Main Street and 7th Street. The improvements shall be installed no later than October 15, 1995.

7. Prior to plat recordation, a parks fee of $3,105 shall be paid.

SECTION 2. This ordinance shall take effect immediately.

DATED this 3rd day of March, 1994.

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

TOWN LIFT SUBDIVISION, PLAT B

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

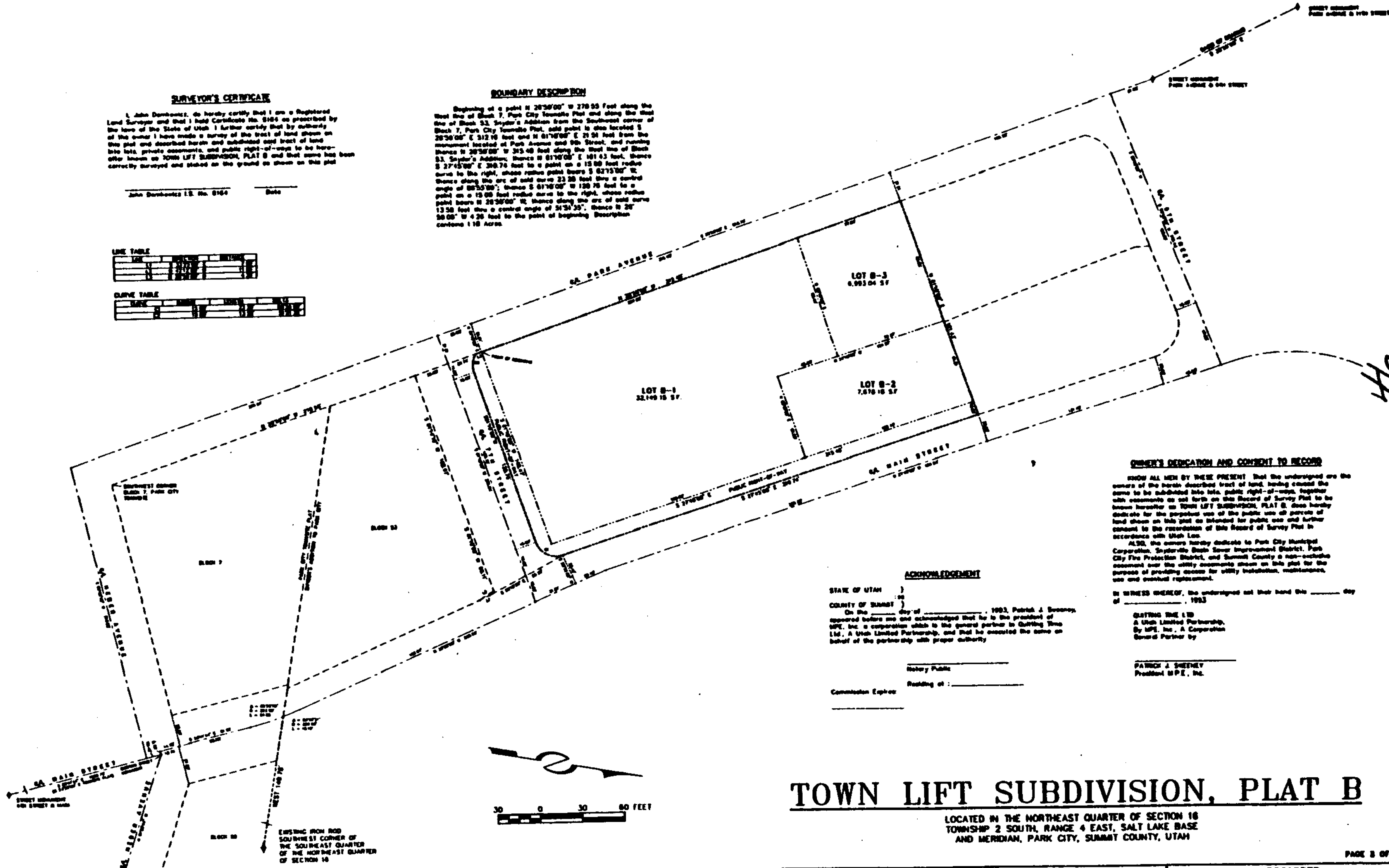
SURVEYOR'S CERTIFICATE

I, John Dombowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 8164 as prescribed by the laws of the State of Utah. I further certify that by authority of the owner I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, private easements, and public right-of-ways to be hereafter known as TOWN LIFT SUBDIVISION, PLAT B and that same has been correctly surveyed and staked on the ground as shown on this plat.

John Dombowicz L.S. No. 8164 ______ Date ______

BOUNDARY DESCRIPTION

Beginning at a point N 20°30'00" W 278.55 feet along the West line of Block 7, Park City Townsite Plat and along the West line of Block 53, Snyder's Addition from the Southwest corner of Block 7, Park City Townsite Plat, said point is also located S 20°30'00" E 312.16 feet and N 61°10'00" E 21.51 feet from the monument located at Park Avenue and 9th Street, and running thence N 20°30'00" W 315.40 feet along the West line of Block 53, Snyder's Addition; thence N 61°10'00" E 181.63 feet; thence S 27°45'00" E 318.74 feet to a point on a 15.00 foot radius curve to the right, whose radius point bears S 62°15'00" W; thence along the arc of said curve 23.20 feet thru a central angle of 88°55'00"; thence S 61°10'00" W 130.78 feet to a point on a 15.00 foot radius curve to the right, whose radius point bears N 28°50'00" W; thence along the arc of said curve 13.50 feet thru a central angle of 51°34'35"; thence N 20°30'00" W 4.20 feet to the point of beginning. Description contains 1.18 Acres.



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT: That the undersigned are the owners of the herein described tract of land, having caused the same to be subdivided into lots, public right-of-ways, together with easements as set forth on this Record of Survey Plat to be known hereafter as TOWN LIFT SUBDIVISION, PLAT B, does hereby dedicate for the perpetual use of the public use all parcels of land shown on this plat as intended for public use and further consent to the recordation of this Record of Survey Plat in accordance with Utah Law.

ALSO, the owners hereby dedicate to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, Park City Fire Protection District, and Summit County a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement.

In WITNESS WHEREOF, the undersigned set their hand this ______ day of ______________, 1993

QUITTING TIME LTD
A Utah Limited Partnership,
By MPE, Inc., A Corporation
General Partner by

____
PATRICK J. SWEENEY
President M.P.E., Inc.

ACKNOWLEDGEMENT

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

On the ______ day of ______________, 1993, Patrick J. Sweeney, appeared before me and acknowledged that he is the president of MPE, Inc. a corporation which is the general partner in Quitting Time Ltd., A Utah Limited Partnership, and that he executed the same on behalf of the partnership with proper authority.

____
Notary Public

Residing at : ______________

Commission Expires

____

ALLIANCE ENGINEERING INC.	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (801) 649-9467	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________, 1993 A.D. BY ______________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF __________, 1993 A.D. BY ______________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF __________, 1993 A.D. BY ______________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF __________, 1993 A.D. BY ______________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF __________, 1993 A.D. BY ______________ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______________ DATE ______ TIME ______ BOOK ______ PAGE ______ ______ FEE ______ RECORDER

JOB NO. 10-10-91 Y:\TL\PS\PB3R4

46

Recorded at the request of and return to: Park City Municipal Corp. P. O. Box 1480, Park City, UT 84060 ATTN: CITY RECORDER

Ordinance No. 94-6

Fee Exempt per Utah Code Annotated 1953 21-7-2

AN ORDINANCE AMENDING TITLE 11, CHAPTER 14, SECTION 1, OF THE MUNICIPAL CODE OF PARK CITY TO EXPAND THE AREA SUBJECT TO PROSPECTOR MINIMUM LANDSCAPING AND TOP SOIL REQUIREMENTS

WHEREAS, mine tailings may pose a significant risk to the health, safety, and welfare of the residents of Park City; and

WHEREAS, the provisions of Title 11, Chapter 14 of the Municipal Code of Park City were enacted in the interest of public safety to regulate and maintain adequate soil cover over mine tailings and have significantly reduced or eliminated the exposure to mine tailings in the Prospector area; and

WHEREAS, the City has identified the existence of mine tailings in the area described and shown on the map below; and

WHEREAS, the City Council of Park City, Utah, desires to take every reasonable step to protect the health of its residents by implementing the recommendations of the Environmental Protection Agency to assure the continued health, safety and welfare of the residents of Park City; and

WHEREAS, it is in the best interests of the residents of Park City to expand the protections of Title 11, Chapter 14 to the area described below to further reduce exposure to mine tailings;

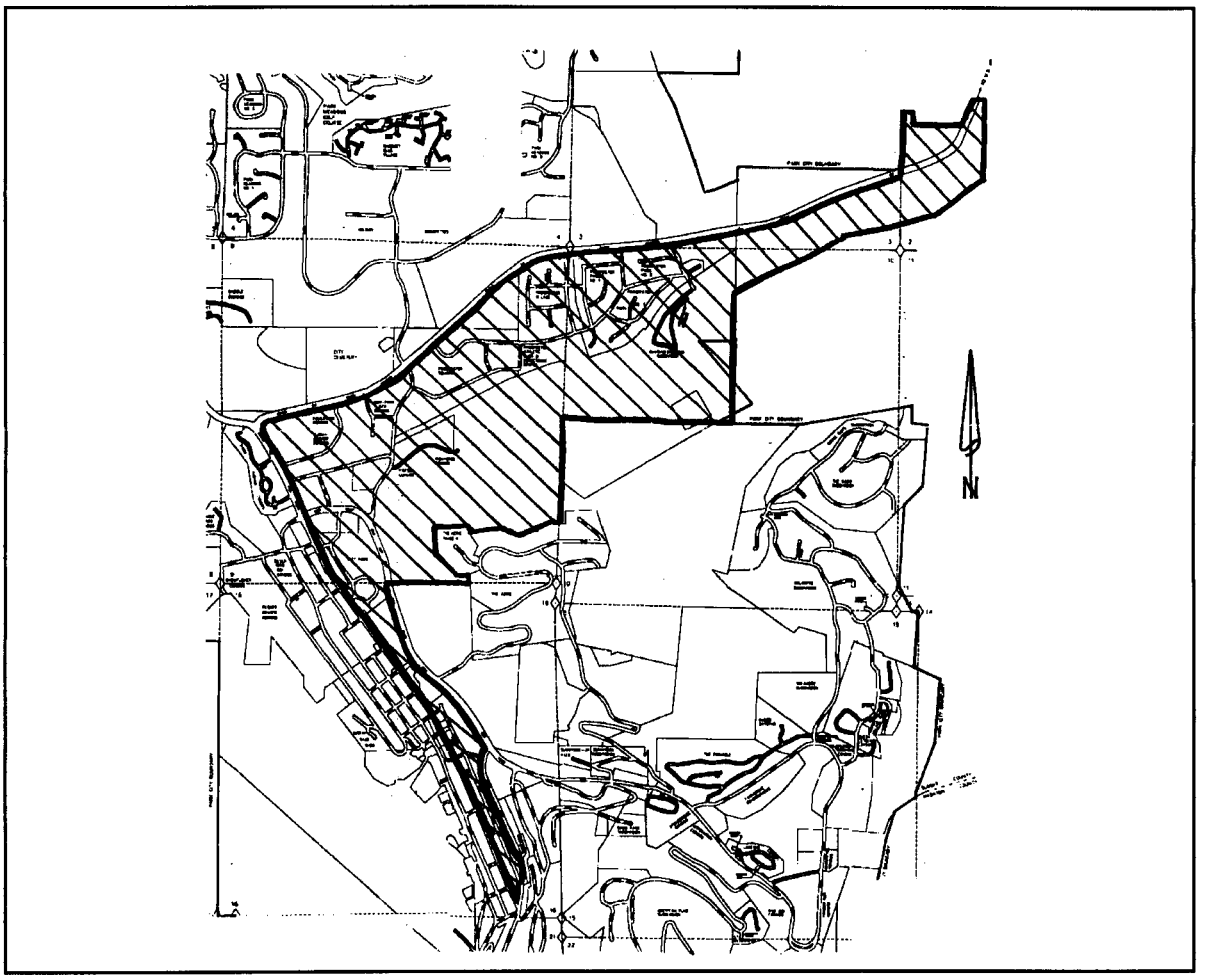
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

SECTION I. Title 11, Chapter 14, Section 1, is hereby amended to read as follows:

11-14- 1. AREA. This Chapter shall be in full force and effect only in that portion of Park City, Utah which is ~~commonly known as that portion which is bounded by State Highway 248 on the north, by the Union Pacific Railroad right of way on the south, by Bonanza Drive on the west and by the easterly boundary of the park on the east.~~ depicted in the map below:

CHECK 12345 B-01823 P-00394-00396
8-17-CP
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 AUG 10 10:54 AM FEE $.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP
T2S R4E
SEC. 30 PC

MAP OF AREA SUBJECT TO LANDSCAPING AND TOPSOIL REQUIREMENTS



(ORIGINAL MAP ON FILE IN THE CITY RECORDER'S OFFICE)

and as described as follows:

Beginning at the West 1/4 Corner of Section 10, Township 2 South, Range 4 East, Salt Lake Base & Meridian; running thence east along the center section line to the center of Section 10, T.2 South, R.4 East; thence north along the center section line to a point on the easterly Park City limit line, said point being South 00°04'16" West 564.84 feet from the north 1/4 corner of Section 10, T.2S., R.4E.; thence along the easterly Park City limit line for the following fourteen (14) courses: North 60°11'00" East 508.36'; thence North 62°56' East 1500.00'; thence North 41°00' West 30.60 feet; thence North 75°55' East 1431.27'; thence North 78°12'40" East 44.69 feet; thence North 53°45'47" East 917.79 feet; thence South 89°18'31" East 47.22 feet; thence North

00°01'06" East 1324.11 feet; thence North 89°49'09" West 195.80 feet; thence South 22°00'47" West 432.52'; thence South 89°40'28" West 829.07 feet; thence North 00°09'00" West 199.12 feet; thence West 154.34 feet to a point on the west line of Section 2, T.2S., R.4E.; thence south on the section line to the southerly right-of-way line of State Road 248; thence westerly along said southerly right-of-way line to the easterly right-of-way line of State Road 224, also known as Park Avenue; thence southerly along the easterly line of Park Avenue to the west line of Main Street; thence northerly along the westerly line of Main Street to the northerly line of 2nd Street (originally platted as 6th Street); thence easterly across Main Street to the westerly line of Swede Alley (originally platted as Farrell Alley, 6th Street, and Grant Avenue); thence northerly along the westerly line of Swede Alley to the westerly line of State Road 224, also known as Deer Valley Drive; thence northerly along the westerly line of State Road 224 to the southerly line of Section 9, T.2S., R.4E.; thence easterly to the west line of Section 10, T.2S., R.4E.; thence northerly to the point of beginning.

EXCEPTING THEREFROM all lots platted as Aerie Subdivision and Aerie Subdivision Phase 2, according to the official plats thereof recorded in the office of the Summit County Recorder.

SECTION II. EFFECTIVE DATE This ordinance shall become effective upon publication.

PASSED AND ADOPTED this third day of March, 1994.

Park City Municipal Corporation

Bradley A. Olch, Mayor

Attestation by:

Anita L. Sheldon
Anita Sheldon, City Recorder

Approved as to Form:

Jodi Hoffman, City Attorney

N
PARK CITY BOUNDARY
PARK CITY BOUNDARY
PARK CITY BOUNDARY
PARK CITY BOUNDARY
SUMMIT COUNTY
WASATCH COUNTY
CITY CEMETERY
PARK MEADOWS GOLF COURSE
MUNICIPAL GOLF COURSE

ORIGINAL!

Recorded at the request of and return to:
Park City Municipal Corporation
P. O. Box 1480
Park City, Utah 84060
Attention: City Recorder

00399606 Bk00791 Pg00331-00332
3-22 lef
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 MAR 09 11:58 AM FEE $.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

Fee Exempt per Utah Code
Annotated 1953 21-7-2

Ordinance No. 94-5

AN ORDINANCE VACATING A PORTION OF A 20 FOOT WIDE UTILITY AND ACCESS EASEMENT IN THE CONDOMINIUM PROJECT IN PARK CITY, KNOWN AS THE BALD EAGLE CLUB AT DEER VALLEY

WHEREAS, the City is concerned with maintaining an adequate water system for the health, safety, and welfare of its citizens and visitors; and

WHEREAS, the City is cooperative with efforts to develop real estate within Park City as long as that development is the result of a full and open public approval process in complete conformance with the codes and ordinances of the City; and

WHEREAS, the City only needs utility and access easements in places where there are utilities or where the City requires access;

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

SECTION 1. UTILITY AND ACCESS EASEMENT VACATION. Park City hereby vacates and releases all claims to a certain 20 foot wide utility and access easement for the Silver Lake Tank water line which crosses Unit 35 in the Bald Eagle Club at Deer Valley, a Utah Condominium Project. The portion of the easement hereby vacated is described more fully in Exhibit A attached hereto.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective immediately.

PASSED AND ADOPTED this third day of March, 1994.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Attest:

Anita L. Sheldon, City Recorder

EXHIBIT A

That portion of the following described tract lying within Unit 35, **THE BALD EAGLE CLUB AT DEER VALLEY,** a Utah Condominium Project, together with an undivided 1/58th ownership interest in and to the common areas and facilities of the project as the same are identified and established in the Record of Survey Map recorded August 3, 1989 as Entry No. 311265 of the Official Records in the office of the Summit County Recorder, and recorded August 3, 1989 as Entry No. 149482 in Book 210 at Page 359 of the Official Records in the office of the Wasatch County Recorder; and the Declaration of Condominium for The Bald Eagle Club at Deer Valley recorded August 3, 1989 as Entry No. 311266 in Book 530 at Page 295 of the Official Records in the office of the Summit County Recorder and recorded August 3, 1989 as Entry No. 149483 in Book 210 at Page 389 of the Official Records in the office of the Wasatch County Recorder; and the First Amendment to Record of Survey Map recorded April 18, 1990 as Entry No. 151947 in Book 217 at Page 479 of the Official Records in the office of the Wasatch County Recorder and recorded April 20, 1990 as Entry No. 323408 of the official records in the office of the Summit County Recorder and the First Amendment to Condominium Declaration recorded April 18, 1990 as Entry No. 151948 in Book 217 at Page 499 of the Official Records in the office of the Wasatch County Recorder and recorded April 20, 1990 as Entry No. 323409 in Book 561 at Page 653 in the office of the Summit County Recorder, and the First Amendment to Record of Survey Map for an Expandable Condominium Project called The Bald Eagle Club at Deer Valley recorded August 21, 1990 as Entry No. 153081 in Book 221 at Page 230 of the Official Records in the office of the Wasatch County Recorder and recorded August 21, 1990 as Entry No. 328322 and the Second Amendment to Record of Survey Map recorded May 12, 1992 as Entry No. 358861 and the Second Supplemental Declaration of Condominium recorded May 12, 1992 as Entry No. 358862 in Book 662 at Page 269 of the Official Records in the office of the Summit County Recorder:

A 20 foot wide water line easement, 10 feet being on each side of the following described centerline:

BEGINNING at a point South 729.29 feet and East 1287.34 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the Easterly right of way of the proposed Silver Lake East Road; thence South 60°50' East 138.32 feet; thence South 29°35' East 70.00 feet; thence South 69°33'30" East 256.61 feet; thence North 69°35'36" East 437.31 feet and terminating.

Ordinance No. 94-4

AN ORDINANCE RENUMBERING CERTAIN SECTIONS AND AMENDING SECTIONS 2, 7.19, AND 8.19 OF THE PARK CITY MUNICIPAL CORPORATION LAND MANAGEMENT CODE REGARDING THE ALLOWANCE OF ACCESSORY APARTMENTS.

WHEREAS, public notice and opportunity to comment were provided pursuant to the Land Management Code (LMC); and

WHEREAS, the Planning Commission of Park City, after public hearing on November 17, 1993, voted unanimously on December 15, 1993, to recommend amending the LMC to allow accessory apartments in Park City; and

WHEREAS, the City Council of Park City, after public hearing on February 3, 1994, has determined that allowing accessory apartments in Park City pursuant to the criteria established below will help provide alternative housing options in Park City; and

WHEREAS, the City Council adopted Resolution No. 3-94 establishing long term goals and a policy agenda and action agenda for 1994-1996; and

WHEREAS, Resolution No. 3-94 identifies "Diverse housing opportunities with quality, affordable housing" as a High Priority Long-term goal and "Affordable Housing," including policy determinations such as allowing accessory units, as a Top Priority Action Target for 1994-1996; and

WHEREAS, the City Council has determined that allowing accessory apartments in Park City pursuant to the criteria established below is in the best interest of the community;

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

SECTION I. Chapter 2 of the Land Management Code ("LMC") is hereby amended to include the following definition:

> Accessory Apartment. A self-contained apartment, containing cooking, sleeping, and sanitary facilities, created either by converting part of and/or adding on to an existing detached single-family home or detached garage or by building a separate apartment into a new home or detached garage on a single-family lot. Accessory apartments are prohibited in multi-unit structures.

SECTION II. LMC § 7.19 (Land Use Table) is hereby amended as follows:

(a) Apartments Designated for Affordable Housing shall be permitted uses in the following zone:

- LI

(b) Accessory apartments shall be regulated uses in the following (residential) zones:

- E,
- SF,
- SF-N,
- RD,
- RDM,
- R-1, and
- RM

(c) Accessory apartments shall be conditional uses in the following (historic) zones:

- HR-1
- HRL

SECTION III. Subsections 8.19 to 8.28 of the LMC are hereby renumbered to subsections 8.20 to 8.29 respectfully and subsection 8.19 is hereby amended to read as follows:

8.19 REGULATION OF ACCESSORY APARTMENTS. The intent and purpose of this section is to encourage accessory apartments as an affordable housing opportunity while protecting the existing quality of life found in single-family zones throughout the community. While preservation of the single-family zone is of paramount importance, increasing affordable housing opportunities will benefit the community in its entirety. The following provisions are intended to facilitate accessory apartments while minimizing land use conflicts and environmental degradation. Accessory apartments shall be subject to the following criteria:

(a) Criteria For Use.

1. Size. Accessory apartments may be no more than one fourth of the dwelling size and shall be limited to a maximum unit size of 800 square-feet and shall be no less than 400 square-feet with no more than two bedrooms. An accessory apartment may not increase the size of a structure over the maximum specified in the Land Management Code or subdivision approval."

2. Parking. One parking space per bedroom must be provided in addition to the existing requirement for the primary residence. Parking spaces for

accessory apartments need not be covered and may be provided in tandem subject to one of the following criteria:

i. One parking space for an accessory apartment may be provided in tandem if the existing driveway length exceeds thirty-feet as measured from the property line. No parking shall be permitted within the front yard setback area.

ii. One parking space for an accessory apartment may be provided in tandem in an effort to preserve existing significant vegetation and when all other parking alternatives are undesirable. Significant vegetation is vegetation which has a caliper (diameter) in excess of two inches as measured four inches above grade or other vegetation providing desirable visual screening between properties.

iii. Historic District Zones. One parking space for an accessory apartment proposed in any Historic District Zones may be provided when the applicant has secured a Conditional Use Permit and the Planning Commission has made the following findings:

a. Tandem parking will not create an undue hardship for the neighborhood.

b. Other parking options are less desirable than the proposed tandem space.

c. Reasonable efforts (such as automatic garage door openers, lease provisions and/or limitation of garage storage) have been made to encourage the use of all off-street-parking.

3. Apartments Per Lot. No more than one accessory apartment may be located on a lot.

4. Requirements for Review. The applicant for an accessory apartment must submit a floor plan and site plan showing the proposed changes.

5. Density Limits. A permit for an accessory apartment may not be granted if more than three of the homes within 300-feet of the applicant's property boundary contain other established accessory apartments.

6. Ownership. One unit shall be occupied by the owner of the structure and the accessory apartment shall not be sold separately.

7. Deed Restriction. A deed restriction must be filed with the County Recorder which states:

"A permit for an accessory apartment was issued to _____, the current owner of this property on _____. This permit does not run with the land and is automatically invalidated by the sale or transfer of this property. Prospective purchasers should be advised that only one unit on the property may be rented; the other must be occupied by the owner. Prospective purchasers who intend to reside in one of the units on the property may apply to the Planning Department for an accessory apartment permit. If the apartment already exists and all of the conditions required by zoning continue to be met, a new permit will typically be granted. The owner shall strictly adhere to the prohibition of the use of the accessory structure as a nightly rental.

8. Nightly Rentals. Accessory apartments are intended for long term rental of six-months or more and may not be used for nightly rentals.

9. Homeowners Association Registration and Notification. All accessory apartments shall be subject to the Homeowners Association and Notification requirements established in Chapter 1, Section 1.15 (d).

(b) One-year Review. Both regulated use permits and conditional use permits for accessory apartments shall be subject to a one-year review by the Community Development Department. The review shall occur one year after issuance of the accessory apartment permit. If no complaints have been filed and the Community Development Department finds that the owner and tenants are complying with the conditions of the permit, then the permit may be extended until ownership of the property is transferred. If complaints have been filed, the Community Development Department shall ensure that the owner of the property is complying with the requirements of the accessory apartment permit.

(c) Regulated Use Review. The Community Development Department shall review accessory apartments in those zones where the apartments are a regulated use. After payment of the application fee as established by the Fee Schedule, the Community Development Department shall approve a permit if the requested use complies with the

criteria established herein.

1. Permit Revocation. The accessory apartment permit may be revoked by the Community Development Department for non-compliance with the criteria of this Chapter. The permittee may appeal the determination to the Board of Adjustment which will evaluate the Community Development Department's determination of permit non-compliance and decide if permit revocation should occur.

(d) Conditional Use Review. In those zones where accessory apartments are subject to a conditional use permit, the Planning Commission shall review the requested use. After payment of the application fee as established by the Fee Schedule, the Planning Commission shall approve a permit if the requested use complies with the criteria established herein. In addition, prior to issuance of a conditional use permit, the Planning Commission shall determine that parking and other impacts as outlined in §1.13(j) have been mitigated. The conditional use permit shall be subject to the one-year review outlined in §8.19(b).

1. Permit Revocation. The accessory apartment permit may be revoked by the Community Development Department for non-compliance with the criteria of this Chapter and any additional conditions of approval. The permittee may appeal the determination to the Board of Adjustment which will evaluate the Community Development Department's determination of permit non-compliance and decide if permit revocation should occur.

(e) Existing Non-Conforming Accessory Apartments. Existing non-conforming accessory apartments may be approved by the Community Development Department provided that the apartment meets all of the criteria outlined in Section 8.19 (a). If the existing apartment does not meet the criteria as specified, the Planning Commission shall review the use. Permits for non-conforming accessory apartments shall be subject to the one-year review provisions of Sections 8.19 (a), (7) and 8.19 (b). The Planning Commission shall approve the request only if the following findings can be made:

1. The apartment contains no more than two bedrooms.

2. One parking space per bedroom is provided for use by the accessory apartment occupants. On-street parking shall not be counted to fulfill parking requirements.

3. One unit is owner-occupied.

4. Impacts of the use can be mitigated.

SECTION IV. EFFECTIVE DATE. This ordinance shall become effective upon publication.

PASSED AND ADOPTED this 17th day of February, 1994.

Park City Municipal Corporation

Ruth D. Gezelius

Ruth D. Gezelius, Mayor Pro Tem

Attestation by:

Anita Sheldon

Anita Sheldon, City Recorder

Approved as to Form:

Jodi Hoffman

Jodi Hoffman, City Attorney

Ordinance No. 94-3

AN ORDINANCE CODIFYING ORDINANCE NO. 93-10 REGARDING FRANCHISE TAXES IN TITLE 4, CHAPTER 9 OF THE MUNICIPAL CODE OF PARK CITY, WITH AMENDMENTS REGARDING A TELEPHONE UTILITY'S GROSS REVENUE.

WHEREAS, the state legislature has amended U.C.A. § 11-26-1 to expand the definition of revenue with respect to the franchise tax base for telephone utilities; and

WHEREAS, it is the policy of the City Council to take advantage of alternative revenue sources to maintain low property taxes;

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

SECTION I. Title 4 of the Municipal Code of Park City is hereby amended to read as follows:

TITLE 4 LICENSING

CHAPTER 9. FRANCHISED UTILITIES AND CABLE TELEVISION OPERATORS

SECTION 4- 9- 1. BUSINESS LICENSE REQUIRED. All franchised utilities and cable television operators must obtain from the city a license to do business within the city. It shall be unlawful for a franchised utility or cable television operator to conduct business in Park City without a license.

SECTION 4- 9- 2. LICENSE TAX. There is hereby imposed on all franchised utilities and cable television operators who conduct business within the city a license tax. The license tax shall be three and one-half (3.5%) of the gross revenue of the franchised utility or cable television operator derived from the sale of its service or product within Park City's corporate limits. For purposes of this chapter, gross revenue shall include all revenue generated from the sale of the franchisee's product or service. The franchise fee imposed by other ordinances as a consideration for granting the franchises shall be excluded from the gross revenue.

SECTION 4- 9- 3. EXCLUSIONS. This gross revenue tax shall not apply to revenue derived from the sale of household appliances by a franchisee, service of appliances, or to the sale or rental of telephone switching equipment not included in "exchange access service." ~~"basic local exchange service" "Basic local exchange service" revenue shall mean revenue received from the furnishing of telecommunications within Park City and access to the telecommunications network to business, residential or other customers whether on a flat rate or a measure basis, by means of access to a telephone line. Basic local exchange service shall not include revenues obtained by the franchised telephone company from the provision of terminal telephone equipment services (such as telephone sets, private branch exchanges or key systems), or from the sale or lease of other telephone equipment that is obtainable at a retail or customer level from both the franchised telephone company and other suppliers.~~

SECTION 4- 9- 4. SCOPE OF TELEPHONE AND TELECOMMUNICATION SERVICES. For the purpose of determining gross revenue in accordance with Section 4-9-2 for telephone and telecommunication services, the following will apply:

(a) "Telephone service" means those services which may lawfully be taxed under the provisions of U.C.A.§ 11-26-1 (1993), or any successor provision, including: 1) exchange access service; 2) extended area service; 3) customer access line charges; and 4) any service for which a tax or other charges was being paid pursuant to Utah Code Section 11-26-1, this chapter or previous applicable ordinances as of January 1, 1992.

(b) However, with respect to customer access line charges for Centron/Centrex services, the tax shall be applied on a trunk equivalency basis or as though Centron/Centrex network access registers were PBX trunks on which customer access line charges would be assessed.

(c) "Telephone service" does not include any customer access line charge or extended area service that is

provided as part of the Utah Low Income Assistance Program as set forth in the "Lifeline" Rule of the Utah Public Service Commission.

(d) "Exchange access service" means telephone exchange lines or channels, and services provided in connection with them, which are necessary to provide access from the premises of a subscriber to the local switched public telecommunications network of the public utility to effect communication or the transfer of information. "Exchange access service" does not include (1) private line service; (2) long distance toll service; (3) carrier access service; (4) telephone services that are not regulated by the Utah Public Service Commission; and (5) services that emulate functions available in customer premises equipment.

SECTION 4- 9- 5. PAYMENT OF TAX. The license tax is payable in monthly installments which shall be due on or before the fifteenth (15th) day of the month following the billing cycle of the utility or cable television operator. The tax shall be paid on the basis of the preceding month's actual collections. A service charge of one and a half (1 1/2) percent per month of the total amount due may be imposed on late payments.

SECTION 4- 9- 6. PENALTY. The operation of a franchised utility or cable television business within Park City without paying the required tax shall be a Class "B" misdemeanor punishable by a fine of not more than two hundred and ninety-nine dollars for each day of each violation and imprisonment of the corporate officials responsible for the violation for not more than six months in the County jail for each day of each violation. These criminal penalties are in addition to, and not in lieu of a civil action to recover the license tax due, or a civil action to terminate the franchise. Each connection to the utility or cable television system through which service is provided by the franchisee is hereby deemed a separate transaction or sale, and each such sale, while unlicensed, shall constitute a separate violation.

SECTION II. EFFECTIVE DATE. This ordinance shall be effective upon publication.

PASSED AND ADOPTED this 17th_ day of February, 1994.

PARK CITY MUNICIPAL CORPORATION

Ruth D. Vanelein

Ruth [illegible], Mayor Pro Tem

Attest:

Anita L. Sheldon

Anita Sheldon
City Recorder

Approved as to form:

Jodi Hoffman
City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

ORDINANCE 94-2

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF PARK CITY, UTAH, TO INCLUDE THE
HIDDEN MEADOWS PROPERTY

WHEREAS, Blue Ledge Corporation have applied to Park City Municipal Corporation to annex property known as Hidden Meadows which is contiguous to the boundaries of Park City; and

WHEREAS, notice of the proposed annexation was duly published for at least four consecutive weeks in compliance with state law; and

WHEREAS, public hearings were held before the Planning Commission on September 22, 1993, October 13, 1993, and December 15, 1993, and before the City Council on January 20, 1994, and the City Council finds that the annexation and zoning designation proposed at the time of the hearing is in the best interest of the community

NOW, THEREFORE, be it ordained by the City Council of Park City, Utah, that the official zoning map of Park City, Utah, be amended as follows:

SECTION 1. AMENDMENT TO OFFICIAL ZONING MAP. The land depicted on the Annexation Plat attached as Exhibit A hereto shall be annexed and zoned as Resort Open Space (ROS) and Estate (E) zoning as depicted on attached Exhibit A, and the zoning map is hereby amended to reflect this change.

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

PASSED AND ADOPTED this 3RD day February, 1994

PARK CITY MUNICIPAL CORPORATION

Ruth D. Gezelius

RUTH GEZELIUS, MAYOR PRO TEM

ATTEST:

Anita L. Sheldon

ANITA L. SHELDON, CITY RECORDER

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY

ORDINANCE NO. 94-1

AN ORDINANCE AMENDING THE PROSPECTOR SQUARE SUPPLEMENTAL AMENDED PLAT, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, UTAH

WHEREAS, the Prospector Square Subdivision was originally approved by the City Council on December 5, 1974, and subsequent amendments and supplements to the Subdivision were approved on March 14, 1985, April 3, 1986, February 11, 1988, April 27, 1989, March 23, 1990, October 11, 1990, and October 26, 1990; and

WHEREAS, the affected owners within the Prospector Square Subdivision have petitioned the City to amend the plat to rearrange certain lots and parking areas; and

WHEREAS, proper notice was sent and the Planning Commission heard testimony and considered the proposed amendment on October 27, 1993; and

WHEREAS, on October 27, 1993, the Planning Commission approved the Prospector Square Supplemental Amended Plat attached hereto as Exhibit A; and

WHEREAS, it is in the best interests of Park City to approve the Amended Plat,

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

SECTION 1. The Prospector Square Supplemental Plat is hereby amended as attached hereto as Exhibit A.

SECTION 2. This ordinance shall take effect immediately.

DATED this 20th day of January, 1994.

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

ATTEST:

ANITA L. SHELDON, CITY RECORDER

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

APPROVED AS TO FORM:

JODI F. HOFFMAN, CITY ATTORNEY