



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
SEPTEMBER 12, 2013**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, September 12, 2013.

Closed Session

4:00pm Property, Personnel and Litigation
4:20pm Break

Work Session

4:30pm	Council questions and comments and Manager's Report	pg 5
4:40pm	Municipal Renewable Energy Update	pg 8
5:20pm	Historic Site Expansion "A" Frames	pg 21
5:50pm	Break	

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

IV APPOINTMENTS AND RESIGNATIONS

1. Consideration of appointment of two alternative Hearing Officers pursuant to Title 2, Chapter 6, Section 2 of the Municipal Code of Park City pg 39

V NEW BUSINESS

1. Consideration of an Ordinance approving the 496 McHenry Subdivision Replat, Located in Park City, Utah
 - a) Public hearing
 - b) **Continue to date uncertain**
2. Consideration of approval of the Sundance Contract Extension pg 41
 - a) Public Hearing
 - b) Action
3. Consideration of an Ordinance approving the Plat Amendment Extension of the 573 Main Street Plat Amendment located at 573 Main Street, Park City, Utah.
 - a) Public Hearing pg 108
 - b) Action

4. Consideration of an Ordinance approving the Plat Amendment Extension of the 1103 Lowell Avenue Plat Amendment located at 1103/1105 Lowell Avenue, Park City, Utah.
 - a) Public Hearing pg 220
 - b) Action
5. Consideration of an Ordinance approving the Sixth Amendment to the Knoll at Silver Lake Condominium Record of Survey plat for Units 1 and 3 located at 7885 and 7905 Royal Street East, Park City, Utah.
 - a) Public Hearing pg 254
 - b) Action

VI ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5186 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 09/09/13
See: www.parkcity.org

TENTATIVE MASTER CALENDAR

Note: This future meeting schedule is TENTATIVE and subject to change.

12 Please see agenda

18-22 **No Meeting – City Tour**

26 Beaver Management Policy Discussion - Work, Jim B 40 min.
New Recreation software - Ken F
Ordinance accepting the public improvements for the Echo Spur Subdivision – OB Matt
Ordinance renaming the section of McHenry Avenue extending from Rossi Hill Drive
north to the name of *Echo Spur Drive. Park City, Utah* - OB – Matt C
Ordinance 510 Payday Drive – Plat Amendment PL-13-01945
Ordinance 2519 Lucky John Drive – Plat Amendment PL -13-01980
Tentative apt. of HPB members
Gamble Oak Easements
Amendment to the housing resolution – for regular council – RS
Deer Valley Drive Phase II- JG
Proclamation – Domestic Violence

October

3 Ice Arena Annual update, Study – Jon Pistey
PAAB Update Art Board Update (poss. 17th)-Sharon
Planning Commissioner Interviews – (3 seats) 3 hrs. after wk session, Thomas
LMC amendments > possibly the 17th
Stoneridge – Gilmore Open Space – Heinrich

10 **No Meeting**

17 Broadband – Scott R
Consideration of an Ordinance approving the Echo Spur Development Plat Amendment
Lots 17, 18, 19, Park City, Utah - Franny

24 Special Service Contract Criteria and Extraordinary Grant Criteria
Proclamation – Pancreatic Cancer Month

31 **No Meeting**

November

7
14
21 2013 City Insurance Placements
28 **No Meeting – Thanksgiving**

December

5 National Citizen Survey results, study, 60-75 min, PR
12 Acceptance of the audit – Lori C.
19
26 **No Meeting**

January

2

9 Swearing in Mayor – Council Members

16 **No Meeting – Sundance**

23

30

Pending Items:

Canvass for general election

Special Event overhaul

Ice Operations – study

Water leak adjustment policy – work

Latino Community outreach and engagement – study

Risner Ridge - HD

Rocky Mountain Power expansion

MFL application “Music Slam” - June 13-21, 2014 (9 day event) – Max, work, 15 min.

- Housing Authority Meeting

Housing Mitigation Plan for 1555 Lower Iron Horse Loop Road MPD in Bonanza Park –
Rhoda / Phyllis



To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT – September 12, 2013

Community Wildfire Preparedness Fair, Submitted by Hugh Daniels, Emergency Manager

Summit County and the Park City Fire District with the support of Park City Municipal Corporation staff and other regional partners, in conjunction with our Community Wildfire Protection Plan, are hosting a Community Wildfire Preparedness Fair on Saturday, September 28, 2013 from 10:00am to 3:00pm at the Park City Fire District Station 33/Administration Offices at 736 Bitner Road, Park City, UT 84098.

The Fair will include presentations by some of the partners involved in the recent Rockport fire, the Utah Division of Forestry, Fire and State Lands and more. Fire suppression equipment, defensible space information, demonstrations and preparedness vendors will be on hand at the fair.

All residents and businesses in the Park City Fire District, which includes all of us in the Park City Limits, are invited to attend this free Preparedness Fair and learn how to protect your property, prepare for fires and other emergencies and make our community a safer more resilient region.

Historic Park City Alliance (HPCA) Request for Change in Free Parking Days for Fall 2013, Submitted by Kent Cashel, Transportation Manager.

The HPCA recently redesigned their fall marketing campaign which is now titled "A Peek of Park City". In conjunction with this redesign, Staff received a request on August 30th from HPCA Executive Director Alison Butz to change free parking days for fall 2013. (November 15, 2013 Council meeting)

City Council previously approved (November 15, 2012 Council meeting) 13 free parking days in support of the HPCA's 2013 fall marketing program. These days were for each Thursday September 5 through November 28, 2013. The HPCA is now requesting 5 free Saturdays in 2013 (September 28, October 5, 12, 19, 26) rather than the original 13 Thursdays.

Staff has conducted a revenue impact analysis on both requests which indicated that the foregone parking revenue for the original 13 free Thursdays is slightly more than that of the 5 free Saturdays. The result of the change to the requested 5 free Saturdays should result in a very small positive revenue impact for the City. Additionally, the requested change will lessen the staff time required to support the free days.

The HPCA has indicated that “A Peek of Park City” will be a collection of family-oriented weekly specials and events this fall. Events to include free parking on Main Street, hayrides, a merchant window display contest and more. The HPCA advised that the fall program will be supported by a comprehensive SLC public relations campaign including promotion utilizing the following media:

- o Major network affiliates
 - o Radio
 - o City Weekly
- o Daily Publications (both SLC and smaller city)
- o Additional internet outreach campaigns

Staff believes the HPCA request is consistent with prior Council authorization and is planning to honor the request unless Council should provide other direction at the October 12, 2013 Council meeting.

Blue Ribbon Commission on Mayor and Council Compensation, Submitted by Phyllis Robinson

Per Council direction staff is moving forward with creating a Blue Ribbon Commission on Mayor and Council Compensation. Staff recommends a broad community-based approach for this initiative. Rather than simply identifying key stakeholder groups and inviting them to appoint a representative to participate, staff is proposing a two-step process to solicit community participation.

The first step is an application process for the Blue Ribbon Commission which will be open to any resident of Park City. Applications will be reviewed by a five-member Selection Committee representing a cross-section of the Park City community. The Selection Committee will seek demographic and economic diversity for the Blue Ribbon Commission. The Selection Committee will forward its recommendations for a proposed five-member Blue Ribbon Commission to the Mayor and Council for approval during a City Council meeting.

Staff recommends that the Selection Committee members sign a non-disclosure agreement and their names remain confidential until after the applications have been received and recommendations made to the City Council. This will allow the Selection Committee to review and discuss applications without external pressure. The Blue Ribbon Commission meetings will be open to the public.

The second step is the Blue Ribbon Commission meetings, deliberations and recommendations. The Blue Ribbon Commission will meet throughout the fall and is tentatively scheduled to make its recommendations to the Mayor and Council at its December 12, 2013 Council meeting. This time frame will allow staff to include any proposed changes to compensation levels in the FY 15 budget process.

If Council is supportive of this community-based approach, staff will initiate the application process and formation of the Selection Committee. If Council desires further information to make its decision, staff will return to Council in work session on September 26.

Phyllis Robinson, Park City's Public Affairs Manager, will provide staff support to the Selection Committee and the Blue Ribbon Commission.



City Council Staff Report

Subject: Municipal Renewable Energy Update
Author: Tyler Poulson and Matt Abbott
Department: Sustainability
Date: September 12, 2013
Type of Item: Informational and Administrative

Summary Recommendations:

Staff recommends that City Council review provided updates on municipal renewable energy projects. Staff is seeking Council direction regarding various potential pathways for funding solar panels at the PC MARC. Staff is also seeking direction supporting research of large-scale offsite renewable energy options.

Topic/Description:

This report summarizes a variety of completed and potential future municipal renewable energy projects. Renewable energy feasibility studies, completed solar installations, an upcoming micro-hydro project, and other new opportunities will be presented for Council consideration. Staff intends on returning to Council later this fall for a separate update on community-level renewable energy and opportunities at that scale.

Background:

During City Council Visioning in April of this year, City Council identified completion of a Renewable Energy Policy and Action Plan as a High Priority item. Staff was directed to return with a renewable energy update as well as an action plan for Council consideration. Staff will present this information in two separate staff reports: 1) This report covers municipal renewable energy and a history of internal clean energy efforts and future opportunities; and, 2) A later report will detail renewable energy opportunities at the community level.

City Council has historically supported renewable energy in a variety of ways. In addition to completing clean energy projects at multiple City facilities, Council has consistently supported related goals and policy actions both internally and at a community scale. The Council-approved Environmental Strategic Plan¹ supports municipal renewable energy development through the following objectives:

- Objective 1.0: Reduce municipal carbon and greenhouse gas emissions
- Objective 1.4: Address City Council's municipal and community carbon reduction, as well as air quality, goals by identifying economically viable methods of changing the carbon intensity of electricity utilized in our community
- Objective 2.0: Develop general municipal building efficiency measures
- Objective 2.3: Increase utilization and visibility of renewable energy in Park City

¹ Park City's Environmental Strategic Plan: <http://www.parkcity.org/index.aspx?page=244>

The City has completed six separate clean energy projects since 2009. These include:

- Park City Transit Campus (Solar PV)
- Police Facility (Solar PV and Geothermal)
- City Hall (Solar PV and Geothermal)
- Creekside Park (Solar PV)
- Ice Arena (Solar PV)
- Snow Creek Cottages (Solar PV, Solar Thermal, and Geothermal)

Park City Municipal also purchases clean energy offsets for a portion of its electricity usage through the Rocky Mountain Power Blue Sky program. Additional details on our Blue Sky participation, along with the performance of existing clean energy projects, will be presented in the Analysis section.

Two separate renewable energy feasibility studies have been completed for Park City. “Renewable Energy: A Path Forward for Park City”² was drafted by volunteer students from Utah State University along with staff from the Energy Dynamics Laboratory in Logan, UT. This study was completed in 2010 and included details on both municipal and community-level renewable energy opportunities. A separate study specifically assessed the City’s ability to install solar photovoltaic (PV) panels on municipal buildings. This grant-funded study was completed in 2011 and additional information will be provided in the Analysis section.

Analysis:

Park City Municipal has evaluated numerous renewable energy technologies in recent years. Solar photovoltaic (PV) panels have been identified as the most viable local option for renewable energy. Staff believes that micro-hydro turbines in our water system might be another substantial source of renewable electricity. Wind testing was conducted at Quinn’s Junction near the Park City Ice Arena from 2008-09. This testing revealed wind speeds too low and infrequent for current wind technologies. The State Energy Office was a partner in this wind resource evaluation and provided the below statement at the completion of testing. Staff has since assessed newly emerging “vertical axis” wind technologies, but these have similarly low production profiles and less attractive financial and energy ROIs compared to solar PV projects:

“Generally speaking, small wind systems become economically viable and efficient at no less than 12 mph. As stated in the accompanying report, the average wind speed at this site was a mere 7.32 mph at 20 meters, and 6.86 mph at 10 meters...Given the quality of the wind and solar resources at this site, it is recommended that your project move forward with continued installation of solar PV and no installation of wind.”

² Renewable Energy: A Path Forward for Park City, Utah State University and Energy Dynamics Lab
<http://www.parkcitygreen.org/Community/Community-Footprint/RenewableEnergyStudy-ParkCity.aspx>

Park City Municipal has also integrated geothermal heat pumps (a.k.a. ground source heat pumps) into a variety of projects including City Hall, Police, and the Snow Creek Cottages. Geothermal heat pumps leverage consistent temperatures below ground to more efficiently heat and cool buildings. However, some jurisdictions are now limiting or regulating the permitting of geothermal due to ground water protection issues. While geothermal heat pumps do add to the overall energy performance of a building, they do not actually generate energy (like an active geothermal well) so they will remain outside the scope of further analysis in this staff report. Additionally, geothermal heat pumps are often installed during initial construction due to high retrofit costs and so the City has been less active in assessing their applicability to existing buildings.

Park City Municipal has installed solar PV panels as part of six separate projects over the past four years. Five of these projects involved installations on municipal facilities and the other project included 13 affordable housing units which were later sold to the public. The below bullet points represent summary statistics for the five municipal solar installations atop City facilities:

- **Nameplate Capacity:** 106.3 kilowatts (kW), or 430 total solar panels
- **Energy Generated:** 170,000 kilowatt-hours (kWh) annually
 - o 3.1% of total municipal electricity use, excluding Water operations
 - o Energy equivalent to combusting 140,000 pounds of coal annually
- **Funding:** Projects to-date have been 91% funded by outside grant funding, with the remainder coming from local Transit Sales Tax

The City also intends to install a micro-hydro turbine inside the new Judge Tunnel pipeline. This turbine will capture the kinetic energy of water as its gravity fed downhill. This project is slated for completion during 2014 and is expected to generate between 300,000 kWh - 950,000 kWh annually, depending on the scope of the project and turbine technology selected. Under all scenarios considered thus far the micro-hydro project should generate a positive economic return to the City as well as tremendous environmental benefits related to our Water operations. The project is still in a preliminary engineering phase and staff will provide more detail to Council as it becomes available.

In addition to generating our own electricity, Park City Municipal supports the development of renewable energy projects through participation in the Rocky Mountain Power Blue Sky program. The City purchases 998,400 kWh each year and this equates to 8.4% of our total municipal electricity usage in 2012. The broader Park City community is also an active participant with 8.2% of electricity purchases being linked to Blue Sky or similar green power programs. While the Blue Sky program is less attractive than City generated renewable energy, staff recommends ongoing support of the program as an indication of our preference for clean energy.

New Opportunities for Park City Municipal to Develop Renewable Energy

PC MARC Solar Project

The Park City Municipal Athletic & Recreation Center (PC MARC) was excluded from a previously completed municipal solar feasibility study. However, staff has since used utility rebate funding to complete a solar assessment of this building. The MARC solar assessment revealed a significant amount of solar potential atop two separate roof sections. These areas have sufficient structural capacity and electrical interconnects for a solar PV project. Exhibit A includes three separate graphics with site details and rough schematics on what these installations could look like.

The total solar capacity for these two roof spaces is estimated at 194 kilowatts (kW) of electricity. If completed in its entirety this project would increase the solar generation on municipal facilities from 106 kW to 300 kW, a 183% in renewable energy capacity. The energy generated would be just under 20% of the total electricity consumption at the MARC campus.

Staff is seeking direction from Council on the MARC solar project and potential funding alternatives. Note that the project is currently unfunded and is not included in the adopted 5-year Capital Improvement Plan (CIP). Completing the project in its entirety would cost up to \$668,000, but the project scope could be reduced to include only one of the two identified roofs and/or less total solar panels. The large south-facing, sloped roof is estimated to have a total holding capacity of 152.6 kW, or 576 solar panels. The smaller, flat roof area has an estimated capacity of 41.3 kW, or 156 solar panels. Pursuing these projects separately would cost a maximum of \$525,000 and \$143,000, respectively.

A few potential paths for funding a solar project at the MARC are below:

- **City Funding Only:** PCMC could independently finance the entire scope, or a modified version of the project. The primary upside to this approach would be complete control and certainty regarding the funding and timing of the project. Conversely, this option means the City would forego an opportunity to leverage outside funding for a portion of the costs.
- **City Funding and Utility Solar Rebate:** Rocky Mountain Power recently revised and expanded its solar rebate program which will run through 2017. The program accepts applications annually at the beginning of each year. The MARC solar project would fall into the 'large non-residential solar' category and be eligible for a rebate of \$0.75 / watt which would cover roughly 22% of the total system cost. This category of rebates was under-subscribed in 2013 and staff feels there is a high likelihood the City would secure a solar rebate in 2014 for the MARC.
- **City Funding and Blue Sky Grant:** Under this option staff would seek internal funding for a portion of total project costs (e.g., 50%) and then apply to Rocky Mountain Power's Blue Sky grant program for the remainder. The 2014 schedule

for Blue Sky grants has not been released, but staff anticipates a response deadline around May 2014. Grant applicants would be notified of an award decision near November. While this route would provide supplementary project funding, it would not allow for a project to proceed next year. This pathway would also be subject to the City being awarded funds through an increasingly competitive grant process. In 2012, Blue Sky funding was awarded to 22 renewable energy projects across Utah, Idaho, and Wyoming. Park City has been a recurring recipient of Blue Sky funding in the past which may reduce the likelihood of future grants as the program aims to more widely disperse funding.

- **Blue Sky Grant Funding Only:** PCMC could solely seek Blue Sky grant funding to finance this solar project. The project cost is likely too large to allow funding of its entire scope. Additionally, the grant application would be much less attractive without the City providing some level of matching funds. The above noted Blue Sky timeline would apply to this alternative. Staff is unaware of any other grant opportunities currently available to fund a MARC solar project, or equivalent.

In addition to upfront costs, staff has analyzed the expected energy performance and related payback of various system financing options. Calculating the financial value of renewable energy for a commercial electric meter is a more complex task than doing so for a residential installation. Large commercial meters often levy a “demand charge” in addition to the standard energy charges for how many kilowatt-hours (kWh) a facility uses. This demand charge is based on the peak amount of energy that a facility uses at a point in time over the course of a month. Modeling how solar panels will affect this demand charge is a challenging task and, in order to be conservative, we’ve assumed that the demand charge will be unaffected. This puts the expected value of the electricity for the MARC at about \$0.04 / kWh, whereas a standard residential solar installation in Utah would yield a value of just over \$0.10 / kWh. Funding and payback information for different alternatives is included below:

MARC Solar Funding – 194 Kilowatt Project				
Funding Option	City Funds	Outside Funds	PCMC Payback Time (yrs.)	Likelihood of Outside Funding
City Funding Only	\$668,000	\$0	64	NA
City Funding and Utility Rebate	\$521,040	\$146,960	50	High
City Funding and Blue Sky Grant (assumes 50% cost share)	\$334,000	\$334,000	32	Medium-Low
Blue Sky Grant Only	\$0	TBD	Immediate	Very Low
<i>Assumptions: Costs are based on completing entire project scope with solar panels on both roof sections; assumed 260,000 kWh generated annually at \$0.04 / kWh; no inflation escalator was applied for utility rates and the time value of money was not applied to payback times or ROI.</i>				
<i>Carbon Offset Value: EPA’s generic carbon calculator suggests this project would avoid 202 tons of CO₂-equivalent emissions annually. Purchasing carbon offsets would cost \$4,040 annually at \$20 / ton. This offset value is not reflected in the above table or related calculations.</i>				

The solar panels and inverter equipment for this project would have a 25-year warranty. The panels would be expected to last 5-10+ years beyond that warranty timeframe, but would incur a slight amount of power productivity loss each year. The City would be reliant on sustained energy cost inflation and/or future modification of electric rate schedules in order to derive a net financial payback from most options.

Municipalities are at a disadvantage relative to taxable electric customers since we are not eligible for existing solar tax credits (30% federal; 25% state). These tax credits would reduce the net system cost and improve financial payback. Additionally, the commercial rate structure reduces economic benefits compared to residential solar projects. For example, a residential solar installation where the homeowner received tax credits and was charged \$0.10 / kWh for electricity would have a payback of just over 13 years. This 13 year payback is based on a similar cost-per-unit of solar installed and would occur without any outside funding such as grants or rebates.

Staff is recommending that City Council support a modified scope for the MARC solar project that includes a partial installation and the combination of City funding and utility rebates. This scope would only include solar panels on the sloped, south-facing portion of the MARC roof (see Exhibit A). The total system size would be 152.6 kW, or 576 solar panels, and still increase our municipal clean energy portfolio by 150%. This single installation would be equivalent to about 38 standard four kilowatt residential solar projects in Utah. A financial breakdown of the staff recommendation is included below:

PC MARC Solar Installation (152.6 Kilowatts) – Staff Recommendation

• Maximum Upfront Cost:	\$525,000
• Rocky Mountain Power Utility Rebate:	\$114,000
• Net Cost to Park City Municipal:	\$411,000
• Percentage of MARC total Electricity (2012):	14%
• Coal-Equivalent Electricity Generation:	168,000 lbs. / year

If the City commits to primary funding for this renewable energy project it would be a departure from how we have previously financed municipal energy projects. Four of five internal projects have relied solely on outside grant funding while the Transit solar project received federal funds for 80% of its total cost. A greater reliance on City funding would make a strong statement regarding our environmental values and commitment to reducing greenhouse gas emissions. The actual value of this solar project is reflected not only in financial terms, but also through innumerable positive environmental and social benefits including its visibility on a community center.

Staff will seek policy direction from City Council during Work Session. Depending on the Council preferred funding path, staff will submit this project for evaluation and prioritization as part of the CIP process for the upcoming fiscal year.

Large Offsite Renewable Energy Development

Staff has been proactive in assessing renewable energy opportunities for City facilities. This work has revealed optimal solar locations and helped prioritize our solar panel installations. The PC MARC likely represents the final high-quality opportunity for a large-scale solar panel installation on existing facilities. However, staff is also investigating the feasibility of micro-hydro turbines for electricity generation and plans to deploy a project in 2014.

Under a scenario where solar panels are installed on the MARC, and we reach the *best-case* energy generation for the Judge Tunnel micro-hydro project, the City would be generating 1.3 million kilowatt-hours of renewable energy each year. This energy would be equivalent to 11% of the total electricity consumed by PCMC operations in 2012. In order to drive renewable energy generation to significantly higher levels the City may need to look towards offsite project opportunities.

The Utah State Legislature passed [Senate Bill 12](#) last year, dubbed the “eBay Bill” due to that retailer’s strong support, which enhances the ability of commercial customers to develop offsite renewable energy projects and receive financial value for this generation. The bill stipulates a two megawatt (MW) construction minimum for any project created under its rules, but does allow eligible utility customers (e.g., local governments) to aggregate multiple electric meters to meet this threshold. Qualifying offsite renewable energy projects may be owned by either the metered customer or a third-party entity. The legislation also allows the utility to own or jointly own the renewable energy project with the metered customer or the third-party. However, the complexity of the latter ownership arrangement is assumed to be considerable and perhaps not viable at this time.

Senate Bill 12 created the opportunity for PCMC to generate large sums of offsite renewable electricity and apply this generation towards internal utility bills. The legislation allows for a wide variety of renewable energy sources including solar, wind, hydro, biomass, and waste gas / heat recovery. The bill, however, did not provide final determination of the financial value of this offsite renewable energy. Under SB 12 customers are credited for energy generation minus the costs incurred by the utility to distribute power (see excerpt below):

“...the renewable energy contract shall require the contract customer to pay for the use of the qualified utility's transmission or distribution facilities at the qualified utility's applicable rates, which may include transmission costs at the qualified utility's applicable rate.”

The bill also limits total qualifying generation of a renewable energy facility to the peak consumption of the related customer:

“The amount of electricity provided in any hour to a contract customer under a renewable energy contract may not exceed the contract customer's metered

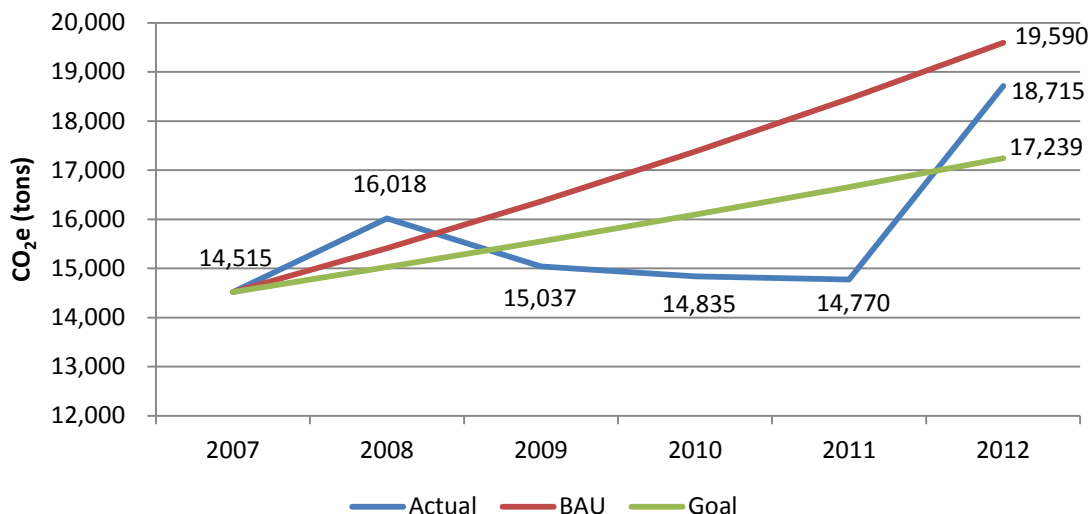
kilowatt-hour load in that hour at the metered delivery locations under the contract.”

These two aspects of the legislation create uncertainty as to the value and total energy that Park City Municipal could generate offsite. Additional uncertainty surrounds other components of project development, including location and land options, potential project and/or financing partners, and hard plus soft costs for various kinds of large-scale renewable energy development.

Despite uncertainties, Senate Bill 12 was a catalyst for large commercially-metered electricity customers to take greater control of how their power is generated. If Park City Municipal successfully deployed the minimum project size (two megawatts) of solar PV power it would generate roughly 2.9 megawatt-hours of electricity annually, or nearly 25% of all power consumption for internal operations. Combined with the onsite generation figure cited earlier, municipal operations would be above 35% of electricity from renewable sources with this project.

A two megawatt solar PV project would cost approximately \$5 million, although existing utility rebates would bring the net cost to the City closer to \$4 million. There may be opportunities to partner with third-party entities which would make the project eligible for state and federal tax credits and further reduce costs through economies of scale. In addition to major environmental benefits, this project would be a financial investment as the City would reduce electric bills, although the exact benefit is still to be determined.

The carbon reduction impact of a best-case scenario micro-hydro project combined with the aforementioned MARC solar installation and a two megawatt offsite solar facility would reduce municipal CO₂ emissions by 3,600 tons annually. The below graphic reflects trends in municipal carbon emissions from electricity, natural gas, vehicle fuel, waste disposal and employee commute. A reduction of 3,600 tons would place the City more than 12% better than the previously set goal trajectory.



Park City Municipal CO₂ equivalent Emissions: Actual vs. Business as Usual (BAU) vs. Goal (12% below BAU)

Staff will be seeking policy direction from City Council on whether they would like additional information on large-scale offsite renewable energy facilities. This research is anticipated to take significant staff time, but could deliver similarly large results. There are other organizations also interested in SB 12 and so we may be able to leverage other resources through some collaborative effort. Investment in this renewable energy path would have dramatic mitigating impacts on municipal CO₂ emissions. These impacts would endure for the 20+ years that an offsite renewable energy facility generated power. It would also establish Park City Municipal, and the broader community, as a state-wide leader in clean energy investments.

Department Review:

Sustainability, Budget, Legal, and the City Manager reviewed this report. Water and Recreation reviewed the sections related to micro-hydro and MARC solar deployment.

Alternatives:

A. Approve (STAFF RECOMMENDATION):

City Council could provide policy direction regarding a funding pathway for renewable energy projects. This would include staff submitting a CIP request for \$411,000 to partially fund a 152.6 kilowatt solar project at the PC MARC. This CIP request would be evaluated and prioritized as part of the CIP process. Staff would apply for a solar rebate through Rocky Mountain Power that would pay for roughly 22% of the maximum total project cost (\$525,000). Staff would also prioritize research into large-scale offsite renewable projects and report back to City Council on the financial and environmental impacts, plus general feasibility.

B. Deny:

City Council could direct staff to not submit a CIP request for the MARC solar project and not pursue research into large offsite renewable energy options for municipal electricity usage.

C. Modify:

City Council could direct staff to pursue renewable energy, but through an alternative pathway relative to the Staff Recommendation. This could include adding solar panels to both roof sections at the PC MARC (the recommendation is to only include the large, sloped roof as part of this project) or adding fewer solar panels than recommended. City Council could also direct staff to only pursue one of the following two presented options: 1) Solar project at PC MARC; 2) Feasibility analysis of large-offsite renewable energy project to supplement municipal electricity usage.

D. Continue the Item:

City Council could direct staff to return at a later date with more information before making a decision.

E. Do Nothing:

City Council could decide to provide no policy direction at this time, including not requesting staff to return with additional information.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Unique and diverse businesses + Internationally recognized & respected brand	+ Managed natural resources balancing ecosystem needs + Reduced municipal, business and community carbon footprints	+ Community gathering spaces and places	~ Fiscally and legally sound
Assessment of Overall Impact on Council Priority (<i>Quality of Life Impact</i>)	Positive 	Very Positive 	Positive 	Neutral 
Comments: Pursuing a solar project at the PC MARC and/or a large off-site renewable energy development would significantly enhance the City's environmental programs and contribute positively to related objectives. The projects may lead to Park City Municipal paying a premium for carbon-free, renewable energy given current low energy costs in Utah. Energy cost inflation and/or legislative measures that enact disincentives to emitting greenhouse gases may positively impact financial payback associated with these endeavors.				

Funding Source:

Staff is recommending that City Council support a \$411,000 CIP request to partially fund solar panels at the PC MARC as part of the FY2015 budget. The project is currently unfunded and is not included in the adopted 5-year Capital Improvement Plan (CIP). Staff would submit this request for evaluation and prioritization among other projects seeking funding as part of the CIP process. Staff is recommending additional research into large, offsite renewable energy options. This investigation would need to be prioritized, and would require significant staff time, but any related hard costs could be covered without additional department funding.

Consequences of not taking the recommended action:

The City has historically been active in tracking and mitigating its carbon footprint and related environmental and financial costs. Not pursuing the PC MARC solar project and/or investigating the potential of a large offsite renewable energy project would negatively impact the City's ability to reduce its carbon footprint. Electricity accounted for 56% of the 2012 municipal carbon footprint and replacing the carbon-intensive power generated in Utah (over 96% of electricity generated in-state comes from fossil fuels) with renewable resources would dramatically mitigate related impacts.

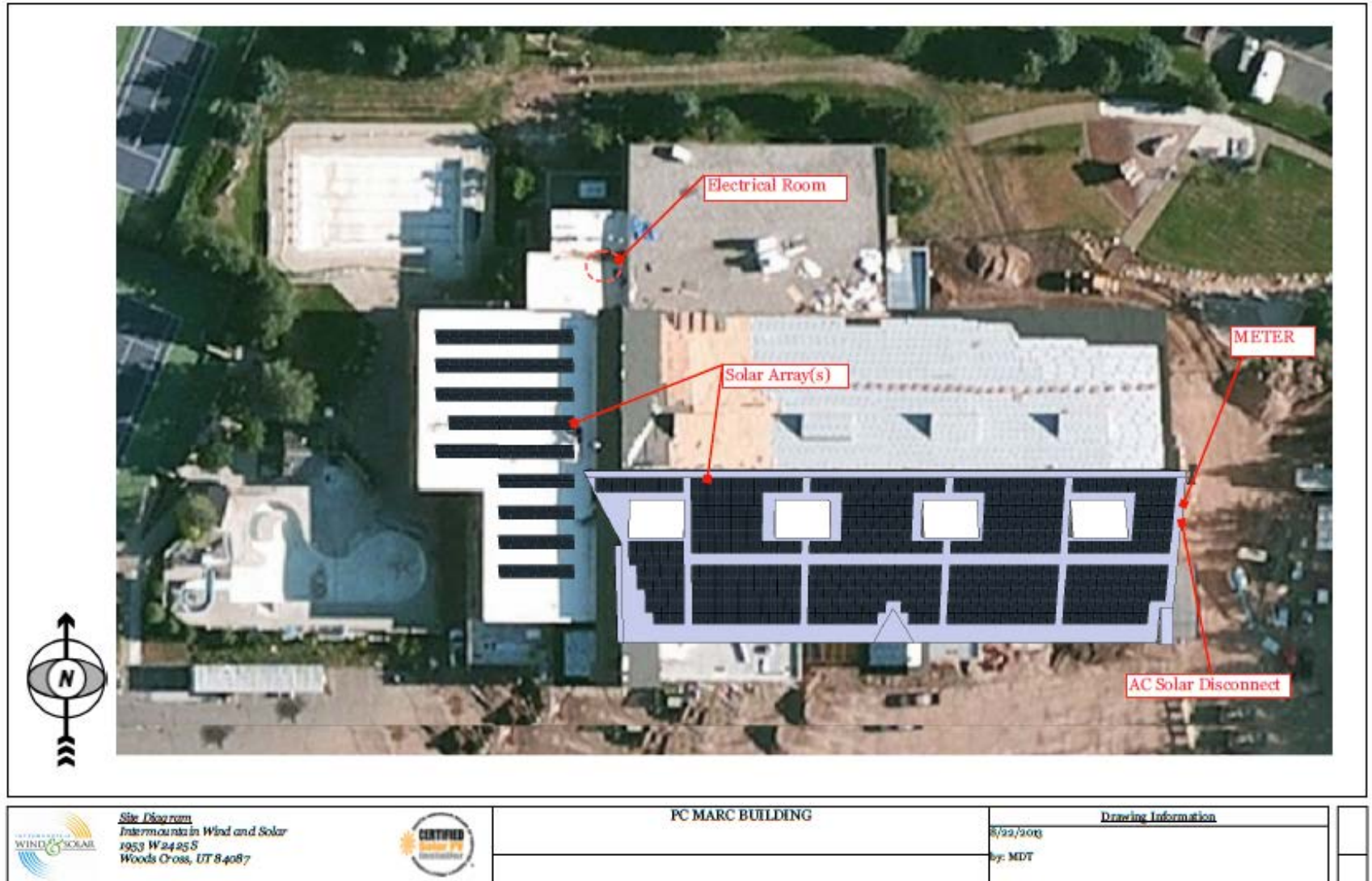
Recommendation:

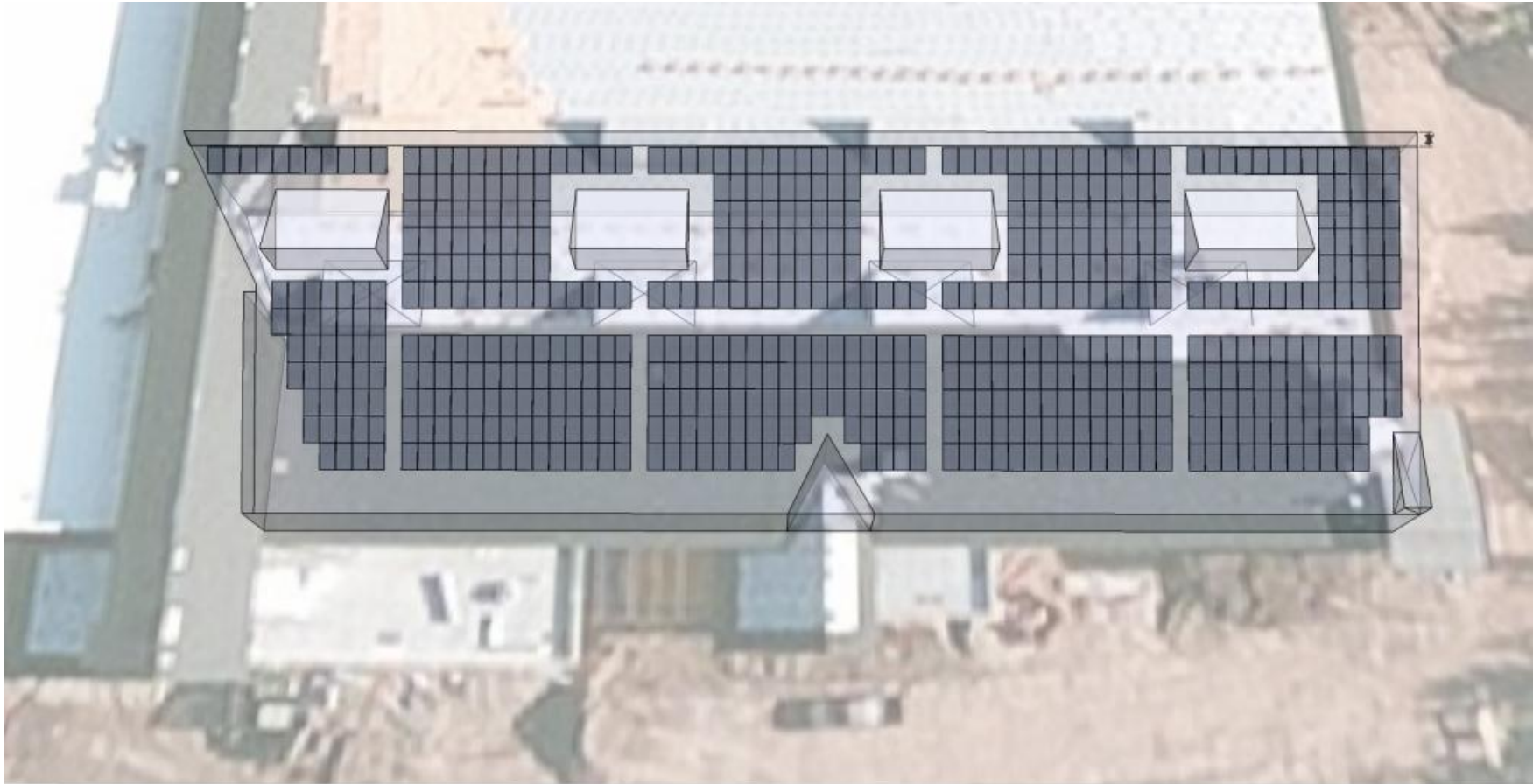
Staff recommends that City Council review provided updates on municipal renewable energy projects. Staff is seeking Council direction regarding various potential pathways for funding solar panels at the PC MARC. Staff is also seeking direction supporting research of large-scale offsite renewable energy options.

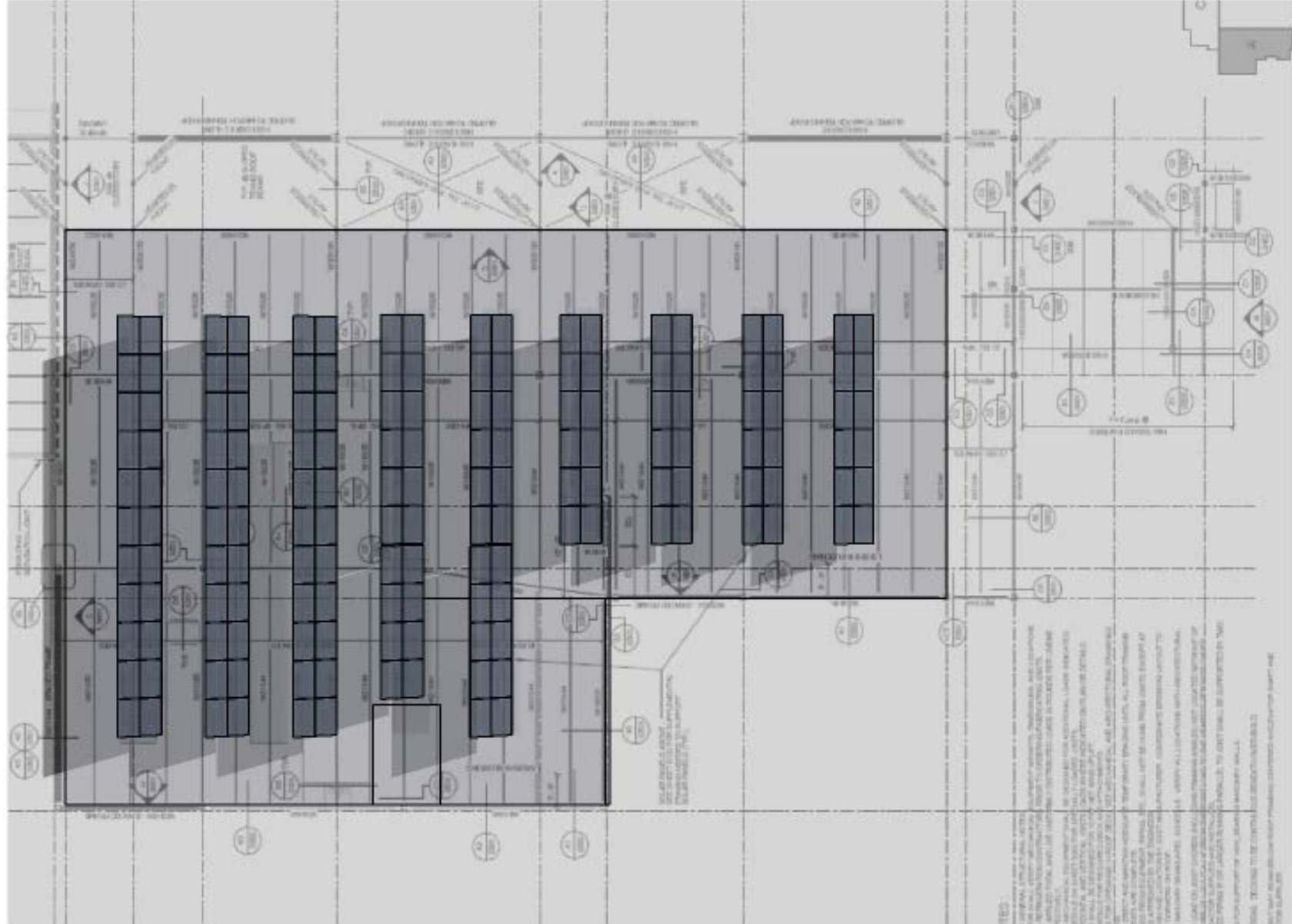
Attachments:

Exhibit A – PC MARC Solar Feasibility Study: Site Details

Exhibit A – PC MARC Solar Feasibility Study: Site Details







City Council Staff Report



Subject: Significance of Park City's Ski Era Historic Resources
Author: Anya Grahn, Historic Preservation Planner;
Thomas E. Eddington Jr., Planning Director
Department: Planning
Date: September 12, 2013
Type of Item: Legislative

Summary Recommendations:

Staff recommends Council direct the Planning Commission to consider a draft ordinance that amends the Land Management Code to protect Park City's Ski Era Historic Resources.

Topic/Description:

The Historic Preservation Board, Planning Commission, and City Council have expressed an interest in looking at preserving the City's Ski Era Historic Resources. At this time, no language exists within the Land Management Code to protect these structures as many are less than fifty (50) years of age. The Planning Department has already received demolition applications for two (2) A-frame structures, located at 949 Empire Avenue as well as 1301½ Park Avenue. There is concern for additional loss of structures prior to consideration of the expansion of the Historic Sites Inventory (HSI).

Background:

During the City Council and Planning Commission joint work session on September 4, 2013, a Policy discussion related to the General Plan occurred. Policy Discussion Item #5 included stated, "Expand the Park City Historic Sites Inventory (HSI) to include historic resources that were built during the onset of the ski industry in Park City in an effort to preserve the unique built structures representative of this era." There was consensus for staff to bring this item back to Council for additional discussion. At that time, Council directed staff to present a comprehensive staff report on the topic at the September 12, 2013 City Council meeting and consider a pending ordinance to further analyze the community benefit realized by preserving these structures. Though the Historic Preservation Board, Planning Commission, and City Council have expressed interest in recognizing ski era resources as historically significant in past discussions, the recent submittal of two (2) demolition permits for A-frame structures has brought urgency to this topic. The purpose of this discussion is for City Council to determine whether ski era structures should be added to our Historic Sites Inventory (HSI).

Analysis:

Significance of Ski Era Architecture

Under the National Register Significance-Criteria for Evaluation, Ski Era Architecture would be deemed significant under:

CRITERIA A: Association with events that have made a significant contribution to the broad patterns of our history.

Prior to the development of the ski resorts, skiing was used to travel the steep terrain surrounding Park City. Those maintaining the telephone service, for instance, often utilized homemade skis to venture from Park City to Brighton in the heavy snow. In the 1880s, early miners also fashioned “longboard snowshoes” to travel to the mines; however, skiing had become a recreational sport by the 1920s.

During this era, young adults formed the Park City Ski Club, guiding children and adults on ski tours in the area that would become Park City Mountain Resort (PCMR). As early as 1923, the Park Record predicted that skiing would transform Park City into “a mecca for winter sports.”

As the mining industry declined, mining companies began researching alternative uses for the massive mining developments surrounding Park City. In 1958, United Park City Mines conducted a feasibility study to develop Treasure Mountain Resort (now PCMR). Five years later, the company received a \$1.2 million federal loan from the Area Redevelopment Agency to construct Treasure Mountain Resort, which financed a gondola, chairlift, and two J-bars in 1963. During the 1964-1965 ski season, the Spiro Tunnel at the Silver King Consolidated Mine workings was utilized to transport skiers underground to the ski slopes. In the following years, Park City continued to receive attention for its excellent ski slopes with the Pay Day run even receiving national praise by Sports Illustrated in 1966.

The ski industry had a profound impact on transforming Park City from a sleepy, dilapidated mining town into a ski resort. During the late-1950s through 1970s, Park City’s population grew as skiers and vacationers built new homes and businesses. A-frames, ski chalets, and ski hotels dotted the hills surrounding Main Street.

CRITERIA C: Embody the distinctive characteristics of a type, period, or method of construction.

The American middle class experienced unprecedented wealth in the decades following World War II. Not only was travel no longer limited to the wealthy by the accessibility of the new highway system and affordability of automobiles, but it allowed average families to purchase a second everything—cars, second vacation homes, multiple bathrooms, televisions, and other amenities.

Starting in the 1950s, A-frames became popularized as the quintessential vacation home type particularly in resort communities. Adaptable to different geographies and budgets, the A-frame flooded the market following World War II because of mass marketing and the simple construction. A-frame designs and kits were available for all budgets and were mass marketed in popular magazines, kits, and lumberyards. It was a do-it-yourself dream come true for the middle class, a symbol of success, a place for escape and a place to entertain, a swinging bachelor pad and a crucible of family togetherness. They were a cultural icon of lakeshore and ski resorts, and even gained

popularity in the roadside architecture of the 1950s and 1960s (restaurants, cafes, motor courts, etc.).

The national craze for A-frames lasted from the early 1950s through the mid-1970s. A-frames were often seen as simple vacation homes, though many grander versions were built. The typical A-frame was constructed of a series of rafters or trusses joined at the peak and descending toward the main floor level, with no intervening vertical walls. Rafters were covered with roofing materials that tied the frame together and provided support to the frame in order to introduce multiple levels. In Park City and other Rocky Mountain ski towns, the A-frame took the shape of a barrel-vaulted modified A-frame or even “impregnated” A-frames.

A-frames incorporated new cost-saving building materials, made trendy by the post-World War II housing boom. Affordable materials included mass-produced wood products such as plywood and laminated beams as well as stone veneers and even glass block. Aluminum siding, windows, and doors were popularized during this era for being low maintenance as well. Interior finishes included Formica, laminate flooring, drywall, and enamel-covered metal cabinetry.

In addition to the A-frames and modified A-frames dotting the Park City skyline, other structures were also constructed in response to the ski boom. Lodges, including the Chateau Apres Lodge, were built resembling Alpine ski chalets. The first condominium in Utah, Treasure Mountain Inn (TMI) also contributed to Park City’s transformation into a world-class ski resort.

Identifying Historical Significance before 50 years

Ski-Era Architecture does not have to be a minimum of 50 years of age to be determined significant. According to the National Park Service, administrator of the National Register of Historic Properties, structures less than 50 years of age may be considered significant if they are deemed to be of “exceptional importance.” Some resources may acquire significance before 50 years because they are considered “old” due to their material makeup preventing the longevity or are subject to forces that destroy their integrity prior to 50 years. The National Park Service recognizes mining structures in the Rocky Mountain West and structures from the post-World War II era as having an overall low rate of survival.

Time is relative and the fifty (50) year mark was not designed to be mechanically applied. Our understanding of history is not based on a year-by-year approach, but rather a period of time that can be logically examined and recognized. The determination of whether or not a period has gained significance is determined by whether the period calls for a routine evaluation or a logical examination of context. The more recent a property has achieved significance, the more difficult it is to demonstrate exceptional importance. Properties that have gained significance in the past 10 to 15 years are more difficult than a distinguishable past era.

District Boundaries

Much like the Mining Boom Era Residences Thematic National Register Historic District, the Ski Era resources will be united through a thematic National Register nomination. A thematic district nomination is much like a quilt, containing multiple eras of development that create a unified whole or urban fabric. Because of the limited number of Ski Era resources and their scattered location across Old Town and beyond, a thematic district is appropriate for uniting these resources under a prescribed theme.

Determining Era of Significance

A district's period of significance is a defined period with a set beginning and end. The character of the district's historic resources is clearly defined and assessed. Specific resources within the district are demonstrated to date within the era of significance. The majority of the district's properties are over 50 years of age.

Other Cities that Have Designated Post-War Architecture

Aspen, Colorado

Aspen has made significant strides to protect its modern architecture, most notably structures built in the modern era; modern chalet, Wrightian, pan abode, and rustic styles. Design guidelines and ordinances have been developed to protect structures such as these from demolition in order to preserve Aspen's heritage and maintain its cultural identity.

Boulder, Colorado

Boulder has also conducted its first in-depth study of post-war tract housing (1947 to 1967) to gain a better understanding of ten (10) subdivisions surrounding the city. The intent of the survey is to guide planning decisions concerning the demolition of residential structures in these neighborhoods as well as provide educational resources about their history. Boulder has not yet adopted ordinances to protect post-war tract housing; however, the discussions are ongoing.

Scottsdale, Arizona

Scottsdale has begun to identify their Post-World War II residential architecture such as ranches, cottages, international, and tri-level styles. The study area documents the development of Scottsdale's suburbs by identifying early railroad, streetcar, and automobile suburbs as well as socioeconomic and cultural trends. The study has identified these developments and architectural styles as significant for community planning and development, federal policies, significant persons, as well as construction methods, materials, and designs.

Utah Heritage Foundation

Within our own state, the Utah Heritage Foundation launched *Salt Lake Modern*, on June 25, 2013. This new program is dedicated to preserving, protecting, and promoting mid-century modern architecture within the Salt Lake Region. The committee SL Mod, within the nonprofit organization, hopes to bring together those preservationists interested in the recent past to share resources, provide guidance, and promote awareness significant modern structures.

From initial research conducted by the Planning Department, it appears that Park City would be a leader in recognizing the importance of our Ski Era architecture. In consulting with the State Historic Preservation Office (SHPO) and Utah Heritage Foundation, it appears that many other towns have A-frames; however, it is likely that they do not have any ordinances protecting these resources at this time. Many states and municipalities have begun to identify and designate recent past architecture; however, typically, these historic resources take the form of mid-century modern structures rather than recreational architecture such as A-frames, Swiss chalets, and lodges.

Consequences of Including Ski Era Architecture in the HSI

If ski era historic resources were to be included in the City's Historic Sites Inventory (HSI), the resources would be protected by the same Land Management Code 15-11 Historic Preservation regulations that currently protect the Mining Era structures.

Relocation and reorientation would only be permitted by the Planning Director and Chief Building Official if unique conditions warrant the proposed relocation and/or reorientation on the existing site or on a different site. Moreover, the relocation and/or reorientation would have to abate demolition of the historic building(s) on the site.

Much like the Mining Era structures, disassembly and reassembly of the historic structures would need to meet specific criteria, outlined in LMC 15-11-14, which includes an engineering report by a structural engineer certifying that the structure cannot be reasonably moved intact; that the proposed disassembly and reassembly will abate demolition; that the Chief Building Official has found that structure(s) to be hazardous or dangerous; and the Planning Director and Chief Building Official have determined unique conditions that the quality of the historic preservation plan warrant disassembly and reassembly.

Finally, ski era structures would not be allowed to be demolished unless the applicant has obtained a Certificate of Appropriateness for Demolition (CAD). The structures, however, could be reconstructed if approved through the Historic District Design Review (HDDR) process outlined in LMC 15-11-12.

Conducting a Reconnaissance a Level Survey of Ski Era Architecture

Staff recommends soliciting for a proposal for the analysis of a Reconnaissance Level Survey for all structures built during the proposed era, tentatively 1960 through 1970. We would estimate the cost to be less than \$10,000 and could be completed within 180 days. The survey would analyze structures built within the proposed era and identify those of architectural significance. Though the proposal intends to study 158 sites, it is likely that not all 158 will be classified as architecturally significant and worthy of historic preservation.

Interpreting the Ordinance

Planning Staff finds that the current Preservation Ordinance within the Land Management Code can be interpreted to protect Ski Era resources; however, staff recommends that changes be made in order to clarify and recognize Ski Era architecture as historically significant. LMC 15-11-10 Park City Historic Sites Inventory identifies the criteria which we use to designate Landmark and Significant structures. Criteria 'A' for both of these states:

- (a) It is at least fifty (50) years old OR has achieved Significance in the past fifty (50) years if the Site is of exceptional importance to the community.

Staff recommends changing this criterion to:

- (a) **Including but not limited to structures** fifty (50) years **of age** or **structures that have** achieved Significance in the past fifty (50) years if the Site is of exceptional importance to the community.

In addition, language should be added to Criteria 'C' to recognize that the Mining and Ski Eras are recognized as significant by the City. This section for both LMC 15-11-10(A) Landmark Structures and 15-11-10(A) Significant Structures should read:

- (c) It is significant in local, regional, or national history, architecture, engineering or culture associated with at least one (1) of the following:
 - (i) An era that has made a significant contribution to the broad patterns of our history, **including but not limited to the Mining and Ski Eras**;
 - (ii) The lives of Persons significant in the history of the community, state, region, or nation; or
 - (iii) The distinctive characteristics of type, period, or method of construction or the work of a notable architect or master craftsman.

The LMC defines significance as: *the quality of having Historical consequence or being regarded as having great architectural value.*

As described in the draft of the new General Plan, a property can be deemed historic based on its age, physical integrity, and historical significance. Though many of our Ski Era structures have not reached fifty (50) years of age, Staff strongly believes that they are of exceptional importance to the community as outlined above. Their place in history is clear as it denotes Park City's transition period from a mining ghost town into a world class ski resort. It is also essential that the property retains its historic physical integrity. Staff finds that many of these structures have not been significantly altered; however, as time progresses, there will be greater pressure to demolish and alter these iconic structures. Finally, and most importantly, a property must be found significant through direct association with individuals, events, activities, or developments that shaped our history; staff finds that these structures, as previously described, are significant developments that shaped our local history.

Department Review:

This report has been reviewed by the City Manager and the Legal Department.

Alternatives:**A. Approve the Request:**

This is the Planning staff's recommendation.

B. Modify the Request

1. Council could direct staff to pursue this direction but only with additional give/gets included (e.g. look at possibilities to allow increased footprints or reduced setbacks for these properties; look at significant grant opportunities for these properties; etc.).
2. Council could direct staff to pursue a less restrictive path. For example, Council could direct staff to conduct a study of ski-era residential structures and allow demolition permits to be pulled during the study period. This likely would result in the loss of additional, but not all, ski-era residences.
3. Council could direct staff to put bring a moratorium on demolition to City Council for consideration at its next meeting and also direct staff to conduct a study.
4. Council could direct staff to do the study, engage in a public outreach program and draft an ordinance with a time specific stay of demolition as was in the original preservation ordinance. While this option will not prevent demolition, it balances the new historical importance of the structures while giving preservationists and the City the opportunity to acquire or relocate structures prior to demolition.

C. Deny the Request:

If this request is denied, the Council could choose to deny staff's request to direct Planning Commission to consider a draft ordinance that protects Park City's Ski Era Historic Resources.

D. Continue the Item:

If the Council needs more information, the item can be continued; however, the City runs the risk of losing additional Ski Era historic resources in the interim.

E. Do Nothing:

This option would delay the historic preservation work that the Council considered in its last Council Visioning session and the most recent joint Planning Commission and City Council General Plan Policy discussion and demonstrate that the City is not interested in protecting its Ski Era Resources and the City would likely continue to lose Ski Era historic resources.

Consequences of not taking the recommended action:

Much like our Mining Era architecture, our Ski Era structures contribute to our understanding of Park City's development as well as our cultural identity. Within the boundaries of Old Town, our urban fabric is dotted with the mining shacks, early A-frames and ski chalets, 1980s and 1990s houses, and the new vacation homes constructed following the 2002 Olympics. The early ski era resources provide a glimpse of Park City's transformation from a dilapidated mining ghost town into a high end ski resort. Moreover, A-frames have become iconic symbols of Park City as a resort town, often being depicted by local artists.

By not protecting our early ski era resources (1958-mid-1970s), they will continue to be threatened by uncompromising alterations, demolition, and future development. Architecturally significant for their contributions to the modern architecture movement, their loss creates a void within Old Town's historic urban fabric, leaving no transition from mining era to late-twentieth century development. The demolition of our iconic structures, most noticeably the A-frames, will have a negative impact on the cultural identity and disassociate its overall significance of Park City as a resort town. The loss of A-frames, in particular, also diminishes the history of A-frame structures that were once the "quintessential American vacation home" from the 1950s through early 1970s.

Significant Impacts:

Should Council direct staff to begin drafting an ordinance, this would preclude any owner of an existing ski-era structure, who has not already submitted an application, from submitting a demolition permit request until such time that either the ordinance was either abandoned or passed. If the ordinance was passed, demolition could be limited or precluded altogether or required to be restored.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	~ Internationally recognized & respected brand	+ Economically and environmentally feasible soil disposal + Enhanced conservation efforts for new and rehabilitated buildings	+ Preserved and celebrated history; protected National Historic District ~ Vibrant arts and culture offerings	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral 	Very Positive 	Positive 	Positive 
Comments:				

Moving to protect ski area structures could impact the City's ability to protect any historic structure. In the past, in situations where cities have moved to protect structures that are of debatable historic significance, the Utah State Legislature has stepped in and passed new legislation that limits *every city's ability* to protect all historic structures. Correspondingly, if specifically protecting homes from the ski era is not of critical importance to City Council at this point, Council should consider a less restrictive path, such as directing staff to pursue a study of ski-era residential structures.

Recommendation:

The Council should direct the Planning Commission to consider a draft ordinance that protects Park City's Ski Era Historic Resources.

Exhibits:

Exhibit A — Draft Ordinance

Exhibit B — LMC 15-11-10

Exhibit C — “The Mania for A-frames,” by Chad Garrett Randl, published in *Old House Journal* on September 5, 2013

Exhibit D — National Register Bulletin: Guidelines for Evaluating and Nominating Properties that Have Achieved Significance within the Past 50 Years.

Exhibit A – Proposed Ordinance

Draft Ordinance 13-XX

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, REVISING CHAPTER 15-11 HISTORIC PRESERVATION SECTION 15-11-10 PARK CITY HISTORIC SITES INVENTORY

WHEREAS, it has been 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; and

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

WHEREAS, the Land Management Code states that in order that they are not lost through neglect, demolition, expansion, or change within the City, the preservation of historic sites, buildings, and structures is required.

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

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

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up, and to address specific LMC issues raised by Staff, Planning Commission, and City Council, to address applicable changes to the State Code, and to align the Code with the Council's goals; and

WHEREAS, Chapter 15-11 Historic Preservation provides a criteria for designating sites to the Park City Historic Sites Inventory; and

WHEREAS, the City Council, Planning Commission, and Historic Preservation Board have expressed interest in protecting the City's Ski Era resources,

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on _____, 2013; and

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

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

SECTION 1. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-11 Sections 15-11-10 (A)(1) and 15-11-10(A)(2). The recitals above are incorporated herein as findings of fact. Chapter 15-11 of the Land Management Code of Park City are hereby amended as redlined (see Attachment 1).

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

PASSED AND ADOPTED this ____ day of _____, 2013

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark Harrington, City Attorney

PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 11 - Historic Preservation

15-11-5

Guarantee. The funds of the Guarantee shall be used, in the City's discretion, for Historic preservation projects within the City.

(F) **RELEASE OF GUARANTEE.**

The Guarantee shall not be released prior to the issuance of the final Certificate of Occupancy or at the discretion of the Chief Building Official and Planning Director, or their designees, based on construction progress in compliance with the Historic Preservation Plan.

(Amended by Ord. Nos. 09-09; 09-23)

15-11-10. PARK CITY HISTORIC SITES INVENTORY.

The Historic Preservation Board may designate Sites to the Historic Sites Inventory as a means of providing recognition to and encouraging the Preservation of Historic Sites in the community.

(A) **CRITERIA FOR DESIGNATING SITES TO THE PARK CITY HISTORIC SITES INVENTORY.**

(1) **LANDMARK SITE.** Any Buildings (main, attached, detached, or public), Accessory Buildings, and/or Structures may be designated to the Historic Sites Inventory as a Landmark Site if the Planning Department finds it meets all the criteria listed below:

(a) **Including but not limited to structures** ~~It is at least fifty (50) years old of age or~~ **structures that have** has achieved Significance in

the past fifty (50) years if the Site is of exceptional importance to the community; and

(b) It retains its Historic Integrity in terms of location, design, setting, materials, workmanship, feeling and association as defined by the National Park Service for the National Register of Historic Places; and

(c) It is significant in local, regional or national history, architecture, engineering or culture associated with at least one (1) of the following:

(i) An era that has made a significant contribution to the broad patterns of our history, **including but not limited to the Mining and Ski Eras;**

(ii) The lives of Persons significant in the history of the community, state, region, or nation; or

(iii) The distinctive characteristics of type, period, or method of construction or the work of a notable

architect or master craftsman.

(2) **SIGNIFICANT SITE.** Any Buildings (main, attached, detached or public), Accessory Buildings and/or Structures may be designated to the Historic Sites Inventory as a Significant Site if the Planning Department finds it meets all the criteria listed below:

(a) **Including but not limited to structures** ~~It is at least fifty (50) years old of age~~ or **structures that have** ~~has~~ achieved Significance in the past fifty (50) years if the Site is of exceptional importance to the community; and

(b) It retains its Essential Historical Form, meaning there are no major alterations that have destroyed the Essential Historical Form. Major alterations that destroy the Essential Historical Form include:

(i) Changes in pitch of the main roof of the primary façade if 1) the change was made after the Period of Historic Significance; 2) the change is not due to any structural failure; or 3) the change is not due to collapse as a

result of inadequate maintenance on the part of the Applicant or a previous Owner, or

(ii) Addition of upper stories or the removal of original upper stories occurred after the Period of Historic Significance, or

(iii) Moving it from its original location to a Dissimilar Location, or

(iv) Addition(s) that significantly obscures the Essential Historical Form when viewed from the primary public Right-of-Way.

(c) It is important in local or regional history, architecture, engineering, or culture associated with at least one (1) of the following:

(i) An era that has made a significant contribution to the broad patterns of our history, **including but not limited to the Mining and Ski Eras;**

The Magazine

The Mania for A-Frames

Postwar affluence spawned second homes for hiding out and showing off.

By Chad
Garrett Randl

Driving north through Wisconsin last summer, I passed six A-frames along the side of the road. One served as the lobby to a rather rundown motel, another was a small suburban church, and the rest stood as dwellings peeking out from the pine forests. All were at least 30 years

old. These structures were the enduring evidence of the post-World War II boom in modest and affordable A-frame house construction—a triangular building form so influential that its cultural caché was co-opted for other uses, such as motels and churches. Where did these odd buildings come from and what made them so popular during the 1950s and '60s?

The A-frame was the right shape at the right time. The mid-20th century was the era of the "second everything," when postwar prosperity made second televisions, second bathrooms, and second cars the just desserts of middle-class American life. Signs at hardware stores and ads in popular magazines took the idea to the next step,



The Sierra Club was an early adopter of the A-frame—a house form that fit snow as well as shore. The Bradley hut, built in memory of past Sierra Club president Josephine Crane Bradley, was dismantled in 1997 and reconstructed four miles from its original site.

Photo Courtesy of Dick Simpson/Princeton Architectural Press

A-Frames Unleashed

The broad adaptability of the triangular building form, coupled with its striking appearance, soon moved beyond ski chalets. Beginning in the 1950s and reaching a peak the following decade, the A-frame was also adapted for hundreds of new religious structures built on the heels of America's move to the suburbs. Eero Saarinen's 1958 Chapel at Concordia Theological Seminary in Fort Wayne, Indiana, is perhaps the most notable A-frame church. In 1963, Walter Netsch, Jr. exploded the typically flat A-frame roof plane into three dimensions with the Air Force Academy Cadet Chapel in Colorado Springs. A-frames, though, were also used to sell burgers. Roadside businesses like the Wienerschnitzel and Whataburger fast-food chains, mom and pop motels, liquor stores, and car washes co-opted the A-frame shape to attract attention and lure customers into their parking lots and drive-throughs.

declaring, "Every family needs two homes!...one for the work-week, one for pure pleasure." Increases in disposable income and free time, new cost-saving building materials, cheap credit, and road construction that turned wilderness into affordable recreation lots were democratizing the vacation home.

Many of these homes were based upon forms traditional to wilderness settings, from log cabins to clapboarded cottages. At the opposite end of the spectrum were high-concept houses: modernist boxes with flat roofs and glass facades, standing defiant against the landscape. Yet for vacationers who wanted a getaway that was innovative and exciting, modern yet warm, a place wholly suited to the informality of the new leisure lifestyle, a third alternative emerged.

The A-frame—essentially an equilateral triangle in which the roof and walls form one surface descending to the floor—transcended geographical, social, economic, and stylistic bounds to become the iconic vacation home of the postwar era. It could be the embodiment of contemporary geometric invention, or a steadfast, timeless form suggesting nature and rustic survival. It was a place to hide out or a place to show off. From Nathaniel Owings's grand design overlooking Big Sur to the small plywood shacks advertised in *Field and Stream*, there was an A-frame for almost every budget. It was strong, easy to build, and seemed appropriate in any setting. Perhaps most appealing, the A-frame was different with an individuality that suggested relaxation and escape from the workaday world.

The Inspiration for A-frames

Triangular buildings did not always hold such playful connotations. So-called "roof huts" turn up in ancient Japan, Polynesia, and throughout Europe where they functioned as cooking houses, farm storage sheds, animal shelters, and peasant cottages. Some survived into the 20th century, perhaps to influence several Swiss and German architects who rediscovered the form in the 1910s and '20s. Imbuing it with a nostalgic nationalism, designers Albert Reider, Paul Artaria, and Ernst May proposed the A-frame as a response to the post-World War I housing shortage, as well as for early versions of the weekend mountain hut.

In the United States, the A-frame had long been used for ice houses, pump houses, field shelters, and chicken coops, but no one thought to live in them by choice. This view changed in 1936, when Rudolph Schindler designed an A-frame home for Gisela Bennati on the hills above Lake Arrowhead, California. To meet building restrictions in the private resort community, the Austrian-born architect passed the house off as "Norman-style." Though a departure from much of Schindler's modern work, it did reflect his interest in geometric roof forms and the dynamic interior spaces that resulted from their use. With a glazed gable end oriented toward the view, an open plan, and extensive use of plywood, Schindler's A-frame was a modest, postwar vacation home built 20 years ahead of its time.

It was not until the prosperous post-World War II era that conditions were right for the widespread adoption of triangular vacation homes. The first phase in the A-frame boom (between about 1950 and 1957) saw gradual exploration by a succession of aspiring young designers, many based in the creative architectural environment of northern California. Through their work, the A-frame vacation home in all its myriad variations took shape. They developed ways of enclosing or opening the gable ends, laying out the interior, orienting decks and entrances, inserting dormers and combining frames to make cross-gabled or T-shaped variants—common approaches that would appear again and again when the form began to take off near the end of the decade.

In 1950 Wally Reemelin, an industrial engineer interested in efficient architecture, built a pair of A-frames in the hills above Berkeley, California. Almost concurrently, *Interiors* magazine published an A-frame by San Franciscan John Carden Campbell

in a collection of new architecture. Over the next few years George Rockrise developed a cross-gable design in Squaw Valley, California, Henrik Bull built one in Stowe, Vermont, and Andrew Geller built another in Amagansett, Long Island. (Both eastern A-frames launched successful vacation-home design careers for their architects.) Yet it was John Campbell's version, called the Leisure House, which first aroused popular interest and hastened the spread of the A-frame nationwide.

With a smooth plywood exterior, stark white interior, tatami mats, and butterfly chairs, Campbell's design reveled in its modernist purity. He was fond of saying that the house enclosed the most space in the most dramatic way for the least amount of money. By fixing its dimensions to a 4Ç module (the width of a sheet of plywood), he further reduced costs and simplified construction of a design that was already cheap and easy to build. From the beginning Campbell saw his A-frame as a potential do-it-yourself project open even to "novices who are all thumbs."

After exhibiting a full-sized model at the 1951 San Francisco Arts Festival, Campbell received a stream of calls requesting more information about the Leisure House. He began selling plans out of his office and moved quickly to develop a precut kit that contained everything needed to assemble the house, from timber to nails and hammer. The kit appeared in innumerable articles (most notably in *Look* magazine) and at home shows, sporting good fairs, and department store promotions across the West. In 1952 Campbell built his own Leisure House across the Golden Gate Bridge in Mill Valley. In short order he established a small network of dealers offering precut packages in Los Angeles, Denver, and New York. Photographs of the A-frame hanging out over Mill Valley appeared in franchise brochures, magazine articles, and plan books for the next 20 years.

Leisure Life for the Masses

The Leisure House marked a new phase in A-frame history. It was influential not so much for Campbell's interpretation of the triangular structure, but for the way it was packaged and promoted. Campbell presented the Leisure House as a natural design for mountain or beach, for summer cottage or winter ski cabin, a fun vacation home form that was contemporary and different yet reassuringly traditional. It was inexpensive enough for young couples to afford, and simple enough for weekend carpenters to assemble. In these ways the Leisure House embodied a new leisure culture.

The spread of the postwar vacation home phenomenon and the excitement stirred by the first generation of custom-designed A-frames did not go unnoticed by the building industry. By the end of the decade, building product manufacturers and trade associations grown rich on the 1950s housing boom and looking for new markets beyond the suburbs, began offering vacation-home plan books that included material lists filled with their products. They teamed up with local builders, lumberyards, and hardware stores to offer precut vacation-home kits and construction services. Instantly recognized and appealing to a wide variety of customers, A-frames were often the centerpieces of these programs.

The Douglas Fir Plywood Association (DFPA), based in Tacoma, Washington, was one of the first organizations to see the vacation-home boom coming. In 1957 DFPA marketers heard about an A-frame design drawn up by David Hellyer, a local pediatrician and amateur builder. They offered Hellyer free plywood in exchange for the use of his plans, photographed the house as it went up, and featured it prominently in their nascent promotional campaign. Within the first few months of publishing Hellyer's A-frame, the plywood association had filled more than 12,000 orders for complete working drawings. Over the next decade, it appeared in publications as varied as the *Journal of Medical Economics* and the American Automobile Association's *American Tourist*. The DFPA was onto something, and a host of other organizations and companies followed suit, all hoping to cash in on the

A-frame's increasing popularity.

During the 1960s, the A-frame zeitgeist became national. A-frames dotted ski slopes from Stowe, Vermont, to Squaw Valley, Idaho, and their variations were a common sight in the resort communities, lake shore areas, forests, and back roads between these meccas. In the process, the triangular building form became a cultural icon-architectural shorthand for leisure living and "the good life." A-frame dollhouses and backyard playhouses let kids in on the fun. A-frames appeared in the background of ads for motorcycles, snowmobiles, and gas-powered toilets (the "Destroilet"). They were even given away as grand prizes at home shows and mail-in sweepstakes sponsored by frozen vegetable companies.

A Triangular Form in Eclipse

Fun has its fashions, however, and by the first years of the 1970s, the modest A-frame was an anachronism. Vacation homes had increased in size and retreated from the earlier whimsical tendencies until there was little to distinguish them from permanent houses. Real estate prices rose so high that it made little sense to build a \$10,000 A-frame on an \$80,000 lot. The energy crisis later in the decade further curtailed demand for remotely located, uninsulated, and notoriously difficult-to-heat vacation homes. Condos and time-shares became a preferred option for those who earlier may have selected an A-frame. Yet some elements of A-frame design lived on. Living rooms with vaulted ceilings, loft areas, and large, glazed gable ends-signal features of postwar triangular shelters-became common in permanent homes in the 1970s.

Today, with recreation land in short supply and in great demand, A-frames built in the 1950s and 1960s have fared poorly. Those that aren't promptly demolished to make way for 6,000-square-foot Mc (Vacation) Mansions are turned into the mudrooms or entryways for much larger homes. Just last year, George Rockrise's 1954 cross-gable design, featured in countless magazine articles throughout the period, was torn down by a new owner more interested in the prime Squaw Valley property on which the house sat. Others have hung on, mostly forgotten and often remodeled beyond recognition. Wally Reemelin's Berkeley A-frames survive, as does David Hellyer's DFPA double-decker near Olympia, Washington. In contrast, two floor joists tucked beneath a much expanded structure are all that remain of John Campbell's Mill Valley Leisure House.

Recently, a few aficionados of mid-century modern architecture have bought A-frames and brought them back to their 1960s appearances. While some are restoring old A-frames, others are building them anew. In 1998 architect Steven Izenour of Venturi, Scott Brown and Associates built a distinctive A-frame library and sculpture studio for the Acadia Summer Arts Program in Maine. For folks interested in a typical triangular vacation home, plans are still floating around, most dating from the A-frame's heyday. Recently, I met Larry Stover, an electrician and amateur builder, who used a set he bought on the Internet for his lot on the Green Briar River in West Virginia. It turned out to be a copy of Hellyer's drawings from 1957.

During the early 1960s, 300,000 families a year bought or built a vacation home. Many chose a design that, though rooted in ancient building traditions, seemed an appropriate backdrop for the pastimes of postwar prosperity. A-frames were in harmony with nature, blurred the distinction between interior and exterior, could be built by those who wanted to do it themselves, and were easily packaged into affordable kits. They brought the dream of a second home within reach of an ever larger number of Americans.

***Chad Garrett Randall**, an architectural historian working at the National Park Service, is the author of the book *A-Frame*, published by Princeton Architectural Press (www.aframehistory.com).*

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City Council Staff Report

Subject: Appointment of two alternative Hearing Officers pursuant to Title 2, Chapter 6, Section 2 of the Municipal Code of Park City
Author: Tricia S. Lake, Assistant City Attorney
Department: Legal Department
Date: 9/12/13
Type of Item: Administrative

Summary Recommendations:

Appoint J. Richard Catten and Kenneth R. Wallentine as alternative Hearing Officers pursuant to Title 2, Chapter 6, Section 2 of the Municipal Code of Park City.

Topic/Description:

Appointment of two alternative Hearing Officers to preside over employee transfer and discharge hearings pursuant to Title 2, Chapter 6, Section 2 of the Municipal Code of Park City.

Background/Analysis:

On August 8, 2013, City Council adopted an Ordinance amending Title 2, Chapter 6, Section 2 of the Municipal Code of Park City to change the Employee Transfer and Discharge Board to a Hearing Officer.

The Hearing Officer position is an appointed position by the Park City Mayor, with the advice and consent of the Park City Council. The appointment will be for a period of one year commencing on September 12, 2013. This is an independent contractor position which is not a benefitted position. Compensation is based upon hours worked only at a rate of \$100.00 per hour, for an anticipated 40 hours annually. Two appointments are necessary to allow for conflicts that may arise. Currently there are two pending appeals which will be heard before the Hearing Officer, one scheduled on September 24, 2013, and the other scheduled on November 5, 2013.

Staff recommends appointing both J. Richard Catten and Kenneth R. Wallentine as alternative Hearing Officers. J. Richard Catten is a retired West Valley City Attorney who served as the primary employment lawyer to the West Valley City human resource department and the West Valley City Civil Service Commission for over 25 years. Mr. Catten has served as an Administrative Law Judge for the Department of Public Safety, Division of Peace Officer Standards and Training for nearly 20 years. Mr. Catten has also served as the conflict Administrative Law Judge for the Utah Department of Corrections in employee discipline and termination proceedings. Finally, Mr. Catten served for many years as the Chair of the Salt Lake County Sheriff Merit Commission, which is a three member commission that heard all employee appeals that arose in the Salt Lake County Sheriff's Office.

Kenneth R. Wallentine is currently a Division Chief with the Utah Attorney General's Office. Mr. Wallentine has served as the appointed Administrative Law Judge for South Salt Lake City, hearing employment discipline appeals. Mr. Wallentine has also served for several years as a Hearing Officer for the State of Utah Career Service Review Board. In that capacity, he conducted numerous employment discipline hearings both as a Hearing Officer and as an advisor to the Board when it heard the final level of appeals. Mr. Wallentine also serves as the Hearing Officer for employment appeals for Salina City and Emery County.

Department Review:

The Deputy City Attorney has reviewed this report.

Alternatives:

A. Approve:

Appoint both J. Richard Catten and Kenneth R. Wallentine as alternative Hearing Officers for a one year term commencing on September 12, 2013. This is the recommended action.

B. Deny:

Denying the request would result in the delay of two pending appeals.

C. Continue the Item:

Continuing the item would have the same effect as denying the request as it would result in the delay of two pending appeals.

Funding Source:

Funding for the Hearing Officer will come from the same line of the City's risk management fund from which the ETDAB hearings have been funded in the past.

Consequences of not taking the recommended action:

Both J. Richard Catten and Kenneth R. Wallentine have the background and experience requisite for this position. Both have presided over the same type of employee disciplinary hearings that they will be presiding over in Park City. Given that there are two pending employee appeals, denying the request for appointment would result in the delay of these appeals.

Recommendation:

Appoint J. Richard Catten and Kenneth R. Wallentine as alternative Hearing Officers pursuant to Title 2, Chapter 6, Section 2 of the Municipal Code of Park City.



City Council Staff Report

Subject: Sundance Contract Extension
Author: Jonathan Weidenhamer
Department: Sustainability
Date: September 12, 2013
Type of Item: Administrative

Summary Recommendations:

Hold a public hearing. Approve the contract extension and 2014 Supplemental Plan, extending the dates the Sundance Film Festival will be held in Park City through 2026, including a separation of the Festival dates from the Martin Luther King Holiday starting in 2015.

Topic/Description:

The 2005 contract with Sundance Institute (Sundance) states the agreement to hold the Sundance Film Festival (Festival) in Park City from 2007 – 2018 with an auto – renewal through 2028. Included was an out option after 2018, provided written notice was provided by February 1, 2015. In order to address the fact that 4 out of 10 years the Festival occurs over the MLK holiday weekend, the Parties further agreed in the contract to meeting at least every three years to review whether it was feasible to move the Festival to dates where it wouldn't overlap, without affecting the continued viability, growth and success of the Festival.

While the City, Chamber and Sundance have been discussing the potential to separate the MLK and Sundance Film Festival weekends for several years, the discussions that resulted in the proposed agreement began during the latter half of 2012. At that time, a small task force led by the City and the Chamber, including representation from the resorts and business community, began discussing opportunities with Sundance Institute to separate the MLK and Festival weekends.

Background

The groundwork for the proposed contract extension rested within the debrief of the 2012 Festival and initial talks in fall of 2012. The City began in earnest to further develop the partnership already established with Sundance. Efforts included making significant changes to the management plan for the Festival including:

- Increased level of service (LOS) for code enforcement;
- Consistent management of the 'look & feel' of Main Street;
- Quick public safety responses minimizing disturbances and negative publicity
- Dedicated management City staff to Sundance Festival Operations team
- Consistent process for increased occupancy (overcrowding permits) requiring formal Architect plans resulting in ensuring safe temporary venues.

In the course of renewing the contract, Sundance conducted a thorough exploratory process with a committee of community members to determine the feasibility of moving the Festival dates. Though the risk is significant for the Festival, they decided to move for the benefit of our community partners who will now be able to consistently market Park City as a tourism destination over the MLK weekend.

Financial Benefit of Separating Festival from MLK Weekend

Securing MLK as a consistently marketable ski weekend is a huge revenue opportunity for the entire business community. In 2005 The Chamber hired Wikstrom Economic Planning and Consultants to analyze the economic impact of the coincidence of the Festival and the MLK holiday. The report was updated again in 2008. The 2008 Study identified approximately \$4.2 M in forgone revenues each conflict year, which occurs 4 years out of 10. Estimated forgone revenue through 2026 for the conflicts which occur in 2015, 2019, 2020, 2025 and 2026 is \$14.3M, amortized or averaged over the 11 years is \$4.8M.

The Parties began working on financial terms based on the 2008 Wikstrom Study. The \$4.2M in annual forgone revenues serves as a basis for calculating total incremental sales tax staff is recommending the City/Chamber should pass along directly to Sundance Institute.

Existing Contract Financial Agreement:

- \$430,000 cash per year from the City and Chamber;
- \$239,176 Value-in-Kind (VIK) City services per year.

Proposed Agreement (Amortized through 2026) (Exhibit 1(E)):

- Existing cash/VIK contributions continue;
- Remove Salt Lake Grant Rebate Provision (cap);
- Incremental cash from City \$111,545 *per year* average;
- Incremental fee rebates and other VIK from City \$83,252 *per year* average;
- Chamber would contribute estimated direct incremental tax revenue (TRT passed through from Summit County) received from no conflict MLK weekend (amortized) in the amount of \$50,649 annually;
- CPI inflationary factor each year.

Other Modifications to Agreement:

Consistent with the existing contract, much of the detail of the annual operational planning and logistics will be consummated by Council through the annual approval of a Supplemental Plan which outlines the terms for the respective duties and obligations of Park City and Sundance with respect to the Use Areas and other items in the contract. Annual updates to the Supplemental Plan will recognize any changes from the previous year. Council will be asked as part of the contract extension approval to concurrently approve a base Supplemental Plan for the 2014. This is included in the Contract as Exhibit 1(C).

The following is an overview of important proposed modifications changes to the contract. A draft redlined version of the contract is included as Exhibit 1.

1. Section A.1.1 – Identifies improvements to policing and protecting our respective brands by with an emphasis on keeping Park City Park City and maintaining the integrity of the look and feel of the Festival;
2. Section A.1.4b - Identifies balanced goal of cooperating to, keep Park City, Park City and providing a space for independent artists to explore their stories free from commercial and political pressures through mitigating adverse impacts during the Festival including several “clean city” sections, employed year round, which are vital and material to the Parties’ goals, including
 - 1) Prohibiting off-premises commercial signs and billboards;
 - 2) No temporary business licenses;
 - 3) No street vending except by the holder of MFL;
 - 4) No food trucks in commercial zones except by the holder of MFL;
 - 5) No inflatables or balloon signage;
 - 6) MFL conflict section;
 - 7) Sign code limitations and
 - 8) Retainment of City Council liquor license authority.

Additionally, as part of the Supplemental Plans, the City has adopted the following time, manner, and place regulations applicable during Festival:

- 1) Limitations on film posters to designated film poster kiosks;
 - 2) Prohibitions on use of public parking facilities for commercial or film distribution;
 - 3) Parking restrictions and increased fines; and
 - 4) Additional code enforcement staffing and prioritization;
3. Section A.1.4.e – Fee waivers for Sundance and official sponsors (business licensing and permitting fees);
4. Section B.2 – Festivals from 2014 – 2026 in Park City, with out option for last 3 years;
5. Section B.3 – No rental fees for Sundance use of City facilities (MARC, Library, Rec Center, Miners Hospital);
6. Section C.1.i – A year round link on the City’s website regarding the Festival;
7. Section 7.4 – A designated Planner to coordinate licensing of both Festival and non-festival activities;
8. Exhibit D (of the Contract) – Creates a standard Venue Lease Agreement for City Facilities.

Our ongoing efforts to update portions of the Licensing Chapter (4) of the Municipal Code have been extremely helpful to the negotiations by working towards creation of a

level playing field. This means that people under the MFL blanket and temporary uses not operating under the MFL blanket are held to the same standards, including:

1. Updates to Special Event Liquor Permits including Council giving local consent during December;
2. Memorializing that “gifting” and “promotion” is Conducting Business as defined in Section 4-1-1.22 of the Code;
3. Pending pre-inspection changes which will create a level playing field from a timing perspective for changeover of business during Festival;
4. Pending changes to Convention and Sales licenses which may call for additional permitting during the Festival, however licensed convention facilities would not need additional permitting most of the year.

Analysis

The Sundance Institute conducts an economic and demographic impact study of the Sundance Film Festival annually. The findings of the 2012 Study (Exhibit 4) include:

- \$80.2 M increase in Utah gross product;
- \$6.9 M in state and local tax revenues;
- \$30 M in state wide lodging;
- Worldwide media exposure valued at \$69 M.

Per the findings of the Wikstrom Study, staff recommends the Festival receive a small percentage of the projected incremental economic impact the community expects to see from separation of the Festival and the MLK weekend. These funds will be amortized over a 13-year period to help mitigate the large risk the Festival incurs by moving its dates. The community wide return on the investment, based on an estimated average annual economic impact of \$75M is 851%, amortized through 2026 is 1156%.

On August 27, 2013 the Chamber Board voted unanimously to support the terms and the proposed financial package in the contract.

The following stakeholder’s submitted written letters of support (exhibit 3):

1. Canyons Resort;
2. Park City Chamber of Commerce/Convention & Visitors Bureau;
3. Deer Valley Resort;
4. Historic Park City Alliance;
5. The Park City Area Lodging Association;
6. Park City Mountain Resort; and
7. The Park City Area Restaurant Association.

Department Review:

Economic Development, Budget, Legal and City Manager have reviewed this report.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	~ Balance between tourism and local quality of life + Varied and extensive event offerings - Accessibility during peak seasonal times + Well-utilized regional public transit + Safe community that is walkable and bike-able + Internationally recognized & respected brand + (Select Desired Outcome)	- Reduced municipal, business and community carbon footprints + Managed natural resources balancing ecosystem needs	+ Part-time residents that invest and engage in the community - Shared use of Main Street by locals and visitors + Vibrant arts and culture offerings	(+/-) (Select Desired Outcome) + Fiscally and legally sound + Engaged, capable workforce + Well-maintained assets and infrastructure + Streamlined and flexible operating processes + Engaged and informed citizenry (+/-)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Very Positive 	Very Positive 

Funding Source:

The proposed increased cash payments to Sundance would be funded with increased sales tax from the non-coincidence of MLK and SFF. The additional fee rebates could adversely affect future budgets, and may result in the need to identify corresponding budget cuts via the BFO process. The Budget Department has not reviewed this report at this time, but will be brought in soon to participate.

Consequences of not taking the recommended action:

The festival would continue to conflict with MLK holiday in 2015, 2019, 2020, 2025, and 2026. There is an estimated forgone revenue impact to the community of \$4.2M (in 2008 dollars) during each conflict year. The current contract would end, likely, in 2018.

Recommendation:

Hold a public hearing. Approve the contract extension and 2014 Supplemental Plan, extending the dates the Sundance Film Festival will be held in Park City through 2026, including a separation of the Festival dates from the Martin Luther King Holiday starting in 2015.

Exhibits

1. Contract Draft w/redlines
 - a. Use Areas
 - b. Chamber Agreement
 - c. Supplemental Plans
 - d. Venue Lease Agreements
 - i. MARC
 - ii. Santy & Library & Ed
 - iii. Rec Building
 - iv. Miners Hospital
 - e. Financial Matrix
2. Festival Dates 2015-2026
3. Support Letters from Community Stakeholders
4. Economic impact of 2012 Festival

Exhibit 1 - Contract with Redlines

2013 DRAFT- Confidential and Protected

Master Festival License and City Services Agreement

Between

Park City Municipal Corporation

And

~~The~~ Sundance Institute

Master Festival License and City Services Agreement

2013 Amended and Restated

THIS MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("**Agreement**") is entered into as of _____, ~~2005~~2013, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("**Park City**"), and ~~THE~~ SUNDANCE INSTITUTE, a Utah non-profit corporation ("**Sundance**"). Park City and Sundance are sometimes referred to herein individually as a "**Party**," and collectively as "**Parties**."

Recitals

A. WHEREAS, Sundance has staged the Sundance Film Festival ("**Festival**") in Park City under the regulation and authority of annual Master Festival Licenses issued by Park City.

B. WHEREAS, Park City and Sundance ~~wish to enter~~entered into a long term contract ~~maintaining in 2001 and amended the contract and term in 2005 to maintain~~ Park City as the Festival headquarters and ~~establishing~~establish Park City as corporate office headquarters for Sundance Institute to maximize planning efficiencies, pool resources, and improve Festival management to ensure the continued success of the Festival with minimal adverse impacts and maximum cultural benefits to the residents of Park City.

C. WHEREAS, Sundance desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the Festival, all under the terms hereinafter provided.

D. WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents. In recognition of the significant past and future artistic and economic contributions which Sundance and the Festival make to the communities in Park City in particular and Summit County in general, and the increased presence of Sundance in Park City by virtue of relocating its corporate office headquarters to Park City, (the "Relocation"), and the cooperation with resolving long term conflicts overlap with the Martin Luther King Holiday weekend ("MLK"). Park City deems it to be in the best interests of the Park City community to enter into this Agreement.

E. WHEREAS, pursuant to Section 10-8-2(1)(a)(v) of the Utah Code Annotated and after public hearing, the City Council authorizes the provision of certain City services/facilities herein to Sundance, a non-profit entity, regardless of the consideration Park City receives in return.

F. WHEREAS, pursuant to Sections 10-8-2 and 10-8-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and

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services is consistent with the Park City General Plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City.

G. WHEREAS, notwithstanding Recital E, Park City retained the firm Wikstrom Economic & Planning Consultants, Inc. to review the direct economic benefits of the Festival to Park City, and the Summary of Revenue Impacts to Park City and Summit County dated September 2005 is incorporated herein by reference. The City Council also reviewed and hereby incorporates: i) The Economic Impacts of the 2013 Sundance Film Festival by the Bureau of Economic and Business Research, University of Utah, April 2013; and ii) the Economic Impact of the Coincidence of the Sundance Film Festival and Martin Luther King Day, Park City Chamber of Commerce and Visitors Bureau, October 2008. The City Council finds that Sundance's annual direct economic impact to Park City equals or exceeds each annual fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Festival and the Relocation location of the Sundance headquarters in Park City creates additional overall positive economic, artistic and quality of life impacts on Park City, its residents and its visitors. The City Council therefore finds Park City receives a greater net value than the City's appropriations over the life of the contract.

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H. WHEREAS, the Park City Restaurant Association, Park City Lodging Association, the Park City Chamber and Visitor's Bureau and the Park City business community worked together to provide benefits to support the Festival and the Relocation Sundance Headquarters in Park City.

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Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

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1. General Principles.

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1.1 Mutual Cooperation and Flexibility. Park City and Sundance mutually acknowledge and agree to proceed through all stages of planning and operations for the use areas described on Exhibit "A" attached hereto (the "Use Areas") and each Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the annual Festivals. Park City and Sundance agree that the purpose for cooperation and flexibility is the successful operation of the Festival. Both Parties understand that plans may change each year. Park City and Sundance shall cooperate in good faith in exploring

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potential development and use of new venues for Festival activities, as well as improvements to policing and protecting their respective brands with an emphasis on "Keeping Park City Park City" and maintaining the integrity of the look and feel of the Festival.

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1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and Sundance with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual Festival. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. ~~Some of the~~The Supplemental Plans for the ~~2007~~2014 Festival are attached hereto as Exhibits. Others ~~will~~may be prepared in anticipation of the ~~2007~~2014 Festival. Supplemental Plans for future Festivals will follow Supplemental Plans for the ~~2007~~2014 Festival unless changes that are mutually acceptable to the Parties will promote the efficient and successful operation of the Festival. Failure of the Parties to agree on changes to current Supplemental Plans will result in use of the immediately prior year's Supplemental Plans.

1.3 Sundance General Responsibilities. In addition to the responsibilities of Sundance set forth in this Agreement, Sundance is responsible for the timely submission of all annual plans related to the Festival to be incorporated into the Supplemental Plans, and producing and providing all official information related to the Festival.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in this Agreement, Park City is responsible for the following:

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(a) Park City shall produce and provide to Sundance or its designee all official Park City information relevant to the Festival and the Use Areas, including internal staff communication, and promote positive support for Park City's involvement in the Festival and the opportunities provided thereby.

(b) Park City acknowledges that its community vision core value to "Keep Park City Park City" aligns with Sundance Institute's goal to provide a space for independent artists to explore their stories free from commercial and political pressures. Park City shall develop plans for effectively managing other activities and non-Sundance film events in Park City during the Use Periods and one week prior and following the Use Periods, determine its calendar of municipal activities as affected by the Festival, and emphasize ~~realistic public expectations for Park City during the Use Periods~~mitigating adverse impacts during the Use Periods. Park City's codes currently contain several key "clean city" sections effective year-round which are vital and material to the City's and Sundance's goals in this regard, including:

- 1) Prohibiting off-premises commercial signs and billboards;
- 2) no temporary business licenses;
- 3) no street vending except by the holder of MFL;
- 4) no food trucks in commercial zones except by the holder of MFL;
- 5) no inflatables or balloon signage;
- 6) MFL conflict section (MCPC 4-8-6); and
- 7) Sign code limitations and;
- 8) retainage of City Council liquor license authority.

Additionally, as part of the Supplemental Plans, the City had adopted the following time, manner, and place regulations applicable during Festival:

- 1) limitations on film posters to designated film poster kiosks;
- 2) prohibitions on use of public parking facilities for commercial or film distribution;
- 3) parking restrictions and increased fines; and
- 4) additional code enforcement staffing and prioritization.; and
- 5) retainage of City Council liquor license authority.

Should Sundance provide the City advanced, written notice that a proposed repeal or material change any of the above Code provisions will harm the Festival, and the City still proceeds to make the change, then Sundance shall have the option to terminate this Agreement as provided in Paragraph 11.1.

(c) Park City shall comply with Section 4-8-6 of the Park City Municipal Code, and in that regard shall use its best efforts to prevent any other activity from interfering with the Festival and this Agreement. Park City shall provide copies of Sundance Film Festival® and Sundance Institute® marks guidelines as provided by Sundance with Rules of the Road and at the licensing counters in the City. Such guidelines are to be provided by Sundance.

(d) Park City shall ~~cooperate with Sundance by using its best efforts to~~ notify Sundance of any pending City ordinance changes which could have a negative impact on Sundance and its sponsorship relationships, including those relating to marketing and signage. as outlined above. Park City shall use best efforts to avoid ordinance changes within 90 days of the Festival.

(e) Park City will not lease any of the City owned or managed facilities (including, without limitation, parking facilities) for any events or temporary licensees which take place during the annual periods of the Festival that may threaten the operations of the Festival or limit Sundance's ability to offer increased programming. Park City shall use its best efforts to assist Sundance in obtaining a commitment from the Park City School District to lease exclusively to Sundance the Eccles Theatre and surrounding parking lots at Park City High School during the annual periods of the Festival, excluding periods during which such parking areas are necessary for operation of Park City High School.

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(f) Charges for Sundance and official sponsors are hereby waived pursuant to the 2014 Supplemental plan and as reflected on Exhibit C._____.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. **Term.** Sundance hereby agrees to hold the ~~2007~~2014 through ~~2018~~2026 Festivals in Park City. Accordingly, this Agreement shall be effective from ~~February~~January 1, 20062014the date of execution through ~~February~~March 1, 20182026 (the "Term"). The Term shall automatically renew annually for an additional ~~year~~ten (10) years for the 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027 and 2028 Festivals unless either Party provides the other with two years written notice of its intent not to renew by ~~February~~March 1, 20264 (and subsequent March 1, 20257 and so on, as applicable.2015. In order to address the fact that approximately 4 out of every 10 years the Festival occurs over the Martin Luther King holiday weekend, the Parties agree that every three (3) years during the Term, they will meet to review whether conditions such as other film festivals moving their festival dates, available additional City incentives, and changes in Sundance's strategic plan and mission would make feasible moving the Festival dates to a weekend that does not fall on the Martin Luther King holiday weekend, without affecting the continued viability, growth and success of the Festival.2026. Cancellation Option: Sundance may opt out of the last three years (2024-2026 years) of the contract if, after good faith and reasonable efforts, Sundance is unable to renew its Park City office lease at Silver Star by providing the City written notice of cancellation by March 1, 2022.

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3. **Grant of Lease.** Park City hereby grants to Sundance and its designees and assigns, and Sundance hereby accepts, the right and lease for the occupancy and use of the "Use Areas," including all facilities, buildings and spaces during the "Use Periods," for the purposes and as defined and described in Exhibit "A-D" attached hereto, along with the use of the equipment, fixtures and furnishings, all available utilities services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and Sundance with respect to the lease of the Use Areas is that of landlord and tenant, and may be further ~~be~~ defined by lease agreement. However, such lease agreements shall not conflict with this Agreement. No rental fee shall be charged for the use of such Use Areas or City facilities.

4. **Exclusive or Shared Use.** The Use Areas include areas where Sundance has exclusive use, and areas where Sundance has shared use, as indicated on Exhibit "A." attached hereto. All Park City personnel who require access to shared use areas during the applicable use periods shall be subject to Sundance's operational and ticket policies and plans for such shared use areas.

4.1 **Access Prior to Use Periods.** Unless otherwise set forth herein, Park City and Sundance shall cooperate to arrange times that Sundance and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary

improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the terms of this Agreement.

4.2 Lawful Use. During the applicable Use Periods, Sundance will not use, operate or maintain the Use Areas in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. Sundance may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, for the purposes indicated on Exhibit "A" attached hereto, including the following purposes: (a) moving in and out; (b) construction, erection and staging of decorations, temporary facilities and installations and other temporary improvements, security equipment and systems, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; (c) sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Festival and other visitors to the Use Areas; (d) advertising, marketing and promotion; and (e) any other purpose related to the Festival.

4.4 Rights to License. During any Use Periods for which Sundance has exclusive use of any Use Areas, Sundance shall have the express, sole and exclusive right: (a) to sell (or give away) or license the right to sell (or give away) any food, beverage, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any person in or on the Use Area; and (b) to control and distribute credentials, passes, tickets and other rights of access to the Use Area, consistent with Sundance's security plans for the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, Sundance shall not be released from its obligations hereunder.

4.5 Restoration. Sundance shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, Sundance shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed by the Parties. Park City may impose a reasonable security deposit for any Use Area upon Sundance or its licensee(s), which deposit shall be returned to Sundance upon satisfaction of its obligation to restore the Use Areas as provided herein.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to Sundance all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for Sundance to operate such facilities for the Festival's uses. Sundance shall remain responsible for any building or other permits necessary for its temporary improvements.

5.2 Master Festival License. Master Festival License. Upon execution of this Agreement, Park City shall issue to Sundance a Master Festival License that covers all activities of Sundance described in this Agreement that may require such a license and a Sundance corporate Park City business license. Unless included in the Master Festival License, the implementation of annual Supplemental Plans will require that Sundance or its designee obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals and variances that may be required for each Festival.

5.3 Permits and Licenses Issued by Other Governmental Authorities. Sundance shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to the Festival's use of the Use Areas during the Use Periods. Park City shall support and cooperate with Sundance in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods. To the extent that a Use Area is partly within Park City and partly within the boundaries of another jurisdiction (such as Wasatch or Summit Counties), Park City shall use best efforts to agree with such other jurisdictions that they shall delegate to Park City the sole authority to issue necessary permits for such Use Areas.

5.4 Governmental Ordinances. Park City shall support and cooperate with Sundance in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist Sundance in hosting and staging the operations of the Festival and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to Sundance, Park City will provide the following city services (collectively, the "City Services") to promote and support special events within Park City

(a) Sundance shall be entitled to a credit of ~~500~~ 500 hours of specific Festival police enforcement, 400 hours of traffic enforcement, and 500 hours of code enforcement at the request of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival. Unless otherwise agreed, t This service does not include any Police Services requested for interior venue security or VIP protection. Interior venue security will be at the expense of Sundance. The scope of such enforcement services shall be included in each annual Supplemental Plan;

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(b) Park City's good faith efforts in assisting Sundance with the planning of and acquisition of required overflow and volunteer parking lots and designated overnight parking areas for Sundance staff;

(c) 920 hours of enhanced transportation on Park City's existing routes;

(d) Enhanced Main Street restroom cleaning, including Miner's Park, Transit Center and the Museum's public restrooms;

(e) Enhanced trash removal on Main Street; ~~and~~

(f) ~~Three (3) Five (5) The use of all City-owned electronic signs for the duration of the Festival; and metal directional signage approved as part of the annual supplemental plan; such signage to be installed by Public Works as approved by UDOT. Sundance shall provide hardware and signs, and obtain necessary third party approvals;~~

(g) ~~Reserve and install banner signposts for Main Street at no costs during periods approved as part of the annual supplemental plan;~~

(h) ~~Use of the Santy Auditorium screening room 5 times annually for community programs/screenings; and~~

(i) ~~A year-round link on the City web-site regarding the Festival.~~

Sundance may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Festival. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide without additional consideration, then such services shall be considered "Additional City Services" (defined later) to be paid for by Sundance under Section 6.2 hereof.

6.2 Additional City Services and Work Order Process. Sundance may request services from Park City in addition to Basic Services under this Agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). If the request is approved by the City Manager (or Council if required) Sundance will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead or wear and tear on any equipment. If Sundance disapproves of such costs to be charged to it, Sundance may withdraw its request for such Additional City Services.

7. City Representative.

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7.1 Festival Representative. Prior to and during the Use Periods, Park City shall provide and designate, at its expense, at least one full-time employee to serve as its "City Representative" for the Festival, who shall be the operational liaison between Park City and Sundance and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at Sundance's request, access to and lock-down (if applicable) of the Use Areas is provided to Sundance upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Special Event Manager for the City, unless otherwise approved in advance by Sundance, which such approval shall not be unreasonably withheld or delayed. The Festival Representative shall meet as requested with Festival sponsors to insure consistent information regarding opportunities, licensing and applicable regulations.

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7.2 Management Representative. Park City shall also designate at least one Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. Such Manager shall be designated by the City Manager. The costs of providing the City Representative and the Manager to provide services under this Agreement shall be borne solely by Park City. The Manager or designee shall also coordinate local, state and federal legislative issues with appropriate Sundance staff and designated lobbyists.

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7.3 Management Meetings. The City Representatives and Sundance manager shall meet no later than April 1 annually to review Festival operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to ~~September 1~~November 15th annually, unless such approval by ~~September 1~~November 15th is not practical, and then the changes shall be approved as soon as possible.

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7.4 Designated Planning Liaison. The City Manager shall designate a planner to coordinated licensing of both Festival and non-Festival activities.

8. Use Area Technology Systems. During the Use Periods, Park City shall make available at no additional charge to Sundance, for Sundance's non-exclusive use, all technology systems and service, used by Park City in connection with the Use Areas, including, without limitation, traffic control systems, telephone and communication lines, service and equipment, cabling, conduit, construction easements and rights of way, plywood backboards, data networks and data ports, and cable television connections, service and facilities, to the extent possible without disrupting or delaying other Park City functions and so long as such availability cannot violate any franchise agreement with the provider. Sundance shall have the right to install additional technology equipment in the Use Areas to supplement the existing technology systems, and cannot create conflicts or disruptions in the operation of existing Park City systems.

9. Parking and Transportation.

9.1 Transportation Plans. Park City, with coordination from Sundance, shall develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans, to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City transit service to meet the increased public demand during the Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Festival. The system will remain open to the public and will service the existing transit routes. Park City expects that it will utilize all available vehicles in its fleet to meet additional demand on its existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services. The City acknowledges that its current policy is not to allow third party, external advertising on its buses. Should the City change this policy, it shall first explore with Sundance the opportunity to wrap the buses with Festival marks and logo design, subject to any applicable Federal regulations and approvals. Consistent with Paragraph 1.4, the City will not rent or otherwise make authorize third party use the external bus wraps available to ambush marketing in a manner which would harm the Festival or directly conflict with Festival sponsors or sign plan. Use of City marks, including future marks, or those of the City's economic development partners such as the state of Utah, Ski Utah, the Chamber of Commerce or Park City Mountain Resort/Deer Valley ski areas are expressly permitted.

9.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and Sundance both agree to support and cooperate with one another if both Parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Festival.

9.3 Cooperation in Traffic Mitigation/Venue Parking. Park City shall cooperate in good faith with Sundance in adjusting designated parking spaces for the Festival based on the location of Main Street venues and events. Traffic and mitigation plans and use of funds therefore shall be included in each of the Supplemental Plans. The Parties shall jointly contribute resources to the implementation of such plans.

9.4 Parking Passes. Park City shall make available only to Sundance the right to purchase parking passes for use during the Festival in the Swede Alley parking structure, for a period of three (3) consecutive days prior to making such passes available to the general public, at the same rates as Park City sells such passes to the general public in accordance with the Supplemental Plan. No more than twenty-five percent of available passes may be purchased in advance pursuant to this section, unless the cap is increased by the City consistent with anticipated public demand.

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D. SUNDANCE SERVICES.

10. Sundance Annual Obligations. As consideration for the City support herein, Sundance agrees to the following:

10.1 Park City Venues. Park City shall be the recognized headquarters of the Festival. Unless otherwise agreed by the Parties, Sundance shall use its best efforts to hold at least 70% of its official events (including screenings) during the Festival within Park City and the Snyderville Basin in Summit County. As a key component of its Utah based programming, Sundance will continue to seek Salt Lake City based local governmental funding to support screenings and other Festival related activities in Salt Lake City. Funding sources may include Salt Lake City, Salt Lake County, Salt Lake Convention and Visitors Bureau and the Downtown Alliance. Sundance may stage additional Festival related programs within other cities in Utah, as long as Sundance first uses reasonable efforts to offer such new programs in Park City and Snyderville Basin venues. These commitments are subject to Sundance's ability to renew contracts with existing venues and lodging companies at reasonable times, rates and availability, and are further subject to Sundance's ability to obtain suitable venues for additional ticketed events at reasonable times, rates and availability.

10.2 Locals Ticket Sales. Sundance shall ~~use best reasonable efforts to~~ provide advanced Festival ticket sales to Utah residents at a Park City location and free post-Festival screenings for City residents and volunteers.

10.3 Public Relations-Press Releases. Except for youth events, non competition special screenings, and other mutually acceptable screenings or activities occurring outside of Park City, Sundance shall include a reference to "Park City, Utah" as the headquarters of Sundance Institute in all press releases made about the Festival, and shall cooperate where possible in releasing joint public statements with Park City and promoting the City generally.

10.4 Internet and Promotional Material. Sundance shall include a reference to "Park City, Utah" on all Festival internet sites and Festival promotional material, including guides and posters distributed with regard to the Festival.

10.5 Youth Programs. Sundance shall include youth programs during the Festival.

10.6 Cooperation with Chamber Bureau and Business Associations. Sundance and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

10.7 ~~Ski Ticket Sales, Co-Marketing.~~ Sundance ~~shall use its best efforts to provide promotion and ski ticket sales opportunities for the Park City Mountain Resort and Deer Valley Resort during the Festival will evaluate joint marketing proposals from community partners on a case by case basis.~~

10.8 Kiosks. During the Festival Sundance shall be entitled to at least ten (10) kiosks for posting of information, flyers, posters and other items at locations in reasonably close proximity to Festival venues in accordance with the Supplemental Plans for kiosks.

10.9 Access; Promotion. In consideration of the commitments and obligations of Park City under this Agreement, Sundance shall (i) provide necessary access to and support of Festival operations as provided herein and for exercise of police powers generally, and (ii) provide City with access to the Festival including credentials, invitations to opening night festivities, various screenings and Festival wear as available. Such items shall not be considered “gifts,” and may be distributed at the discretion of the City Manager.

10.10 ~~Martin Luther King, Jr Holiday (“MLK”) Conflict~~Overlap; Other Conflicts. Sundance agrees to move off of MLK weekend in the years 2015, 2019, 2020, 2025 and 2026. Also, subject to necessary Supplemental Plan approvals, Sundance may move the festival back to MLK due to a conflict with either the Academy Awards, or another Park City or National event so large as it would materially alter the logistics and transportation systems such as hosting the Winter Olympic Games.

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E. ~~FINANCIAL.~~

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11. Service Contract. Subject to annual budget appropriation as provided herein, Park City shall make the following annual contribution to Sundance toward the costs of the Festival:

- (a) \$25,000 for City Services Agreement for film services;
- (b) \$25,000 for upgrade of private and public film venues;

(c) For ~~on-going support of the Relocation to Park City~~ and maintenance in Park City of Sundance's corporate headquarters, \$220,000, which could include cash donations, or mutually acceptable changes in fee statutes, fees, donations and/or direct budget relief that would offset existing Festival and/or Sundance's annual costs; ~~provided, however, that any amounts which Sundance receives from Salt Lake City or Salt Lake County government, or Salt Lake City or County quasi-governmental agencies such as the Salt Lake Convention & Visitors Bureau and the Downtown Alliance, in excess of \$150,000, shall reduce Park City's and Chamber's contributions dollar for dollar (Park City 2/3 per dollar and Chamber 1/3 per dollar).~~ Additionally, the City shall pay: i) the increased tax revenue, amortized from 2014-2023, from conflict years where Sundance and MLK would have occurred during the same dates had Sundance not agreed to the schedule changes; and ii) \$15,000 annually pursuant to Exhibit E attached hereto subject to the cancellation option in Paragraph 2. If

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Sundance does not exercise the cancellation option in Paragraph 2, they shall receive the amounts above plus additional interest amortized from 2014 had the increase tax revenue been amortized thru 2026 and the City shall pay such increase in three equal installments over 2024-2026, as shown pursuant to Exhibit E. . -

All cash contributions shall be subject to cost of living increases. The cost of living increase will be determined by the Consumer Price Index (CPI) Bureau of Labor Statistics website www.bls.gov/cpi. The CPI index used will be from the CPI Detailed Report – Data for May. Referencing the Table A. “Percentage changes in CPI for All Urban Consumers (CPI-U)”. The percentage number will be from the Unadjusted 12 month total ending in May for “All items”. The increase will be effective beginning September 1, 2013 and continue annually thereafter through the contract term.

11.1 Park City agrees that this Agreement and all of Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council and Mayor no later than June 30 of each year. If, for any reason, Park City cannot provide the minimum transportation services described in Section 9.1 hereof and Sundance incurs increased costs to provide such transportation services to its venues previously provided by Park City, then Park City shall increase the annual contribution to Sundance to cover such increased transportation costs. If such budget is not approved prior to June 30, Sundance and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by August 31, Sundance may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment of secured funds is due by the first of December each year.

~~**11.2** Sundance agrees to make every effort in applying for annual Salt Lake County Zap Tax and/or other governmental funding including but not limited to, Salt Lake County, Salt Lake City and the State of Utah.~~

11.3 Sundance agrees to keep accurate books and records of Festival-related revenue. Park City or its independent auditor reserves the right, no more frequently than annually, to conduct its own audit of Festival books and records at reasonable times and places during ordinary business hours, as designated by Sundance in order to verify expenditures or use of City funds received pursuant to this ~~Agreement and funding amounts received from Salt Lake City or Salt Lake County government or quasi-governmental agencies.~~ If the revenues have not been accurately reported, then Park City and the Chamber/Bureau shall be entitled to a full or partial refund of the amount (Park city 2/3 per dollar and Chamber/Bureau 1/3 per dollar).

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12. Chamber. The Agreement of the Park City Chamber and Visitors Bureau attached as Exhibit “B,” is incorporated herein as additional consideration for this Agreement. Failure of any promise or condition on such Agreement shall not result in any liability to Park City. However, Sundance may terminate this Agreement without recourse

or further claims by Park City if the agreement attached as Exhibit B is breached. Sundance shall give written notice to Park City of the breach and thirty (30) days to cure said breach, unless a longer period is agreed as reasonable by both Parties.

F. INSURANCE AND RISK MANAGEMENT.

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13. Indemnifications.

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13.1 Sundance's Indemnity. For only activities in the Use Areas, Sundance shall indemnify, defend and hold harmless Park City, and its respective officers, employees and agents from and against any and all claims, set-offs, losses, damages, liabilities, fines and expenses including without limitation, reasonable attorneys' fees and court costs, that result from claims by third parties arising out of the fault of Sundance. Sundance's obligation under this Section 13.1 shall survive the termination or expiration of this Agreement.

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13.2 Waiver of Claims Against Park City. Sundance and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Sundance or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the Festival, except as provided in Section 13.1.

14. Insurance. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah (Utah Code Ann. § 63-30d-101 et seq.). Policy limits specified herein may be adjusted consistent with Park City Municipal Code Section 4-8-10, as amended.

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14.1 Insurance. Sundance shall procure and maintain at its own expense throughout the Use Periods the following insurance:

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(a) Workers' compensation insurance for Sundance employees, including statutorily required limits and other requirements of law.

(b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

14.2 Sundance Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Sundance shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, whether by separate policies or by endorsement:

(a) Commercial general liability policy, with combined single limits of Two Million dollars (\$2,000,000.00) per occurrence and Four Million dollars (\$4,000,000.00) in aggregate;

(b) Liquor Liability Coverage Part on the commercial general liability policy. Sundance shall require any hired security company to provide a policy of liability insurance; and

(c) aircraft liability insurance, if Sundance leases or uses aircraft in connection with its activities under this Agreement.

14.3 Additional Requirements. The insurance provided by Sundance pursuant to Section 14.2:

(a) shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with Sundance's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to Sundance's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) shall provide if reasonably possible that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

14.4 Park City Liability Insurance. Park City may provide such insurance as it may elect to provide covering itself, its officers, employees and agents with respect to any occurrence on Park City Property. Sundance shall not be a named insured or otherwise be entitled to any benefit under such policies. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah.

G. MISCELLANEOUS.

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15. License for Use of Sundance Marks. Sundance will negotiate in good faith with Park City an agreement granting to Park City a license, without fee, on a case-by-case basis, to use Sundance's emblem(s) and other trademarks to permit Park City to promote the Festival and the Park City community. Such license shall be subject to Sundance's terms and conditions, including restrictions prohibiting any commercial use of such marks.

16. License of Park City of Utah Logo, Name and Marks. Park City hereby grants Sundance a non-exclusive license to use any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Festival, (b) providing map and wayfinding information, and (c) advertising or promoting the Festival.

17. Photography and Broadcast Rights. Sundance shall have the exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. Sundance shall have the non-exclusive right to record, to broadcast, and to permit media coverage of Sundance's activities in Park City generally. Third party film permits are subject to the conflict provisions of Title 4, Chapter 8 of the Park City Municipal Code.

18. Sponsorships. Sundance shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Festival and events staged or conducted by Sundance in the Use Areas. Sponsors are required to obtain Park City business licenses and conditional use permits when necessary to operate within the City limits, unless such licenses or permits are included in the Master Festival License.

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19. Representations and Warranties.

19.1 Representations and Warranties of Sundance. Sundance hereby represents and warrants that (a) Sundance is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah, (b) Sundance has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Sundance and the performance by Sundance of its obligations hereunder have been duly authorized by all necessary corporate action, (d) this Agreement has been duly executed and delivered by Sundance and is a valid and binding obligation of Sundance.

19.2 Representations and Warranties of Park City. Park City hereby represents and warrants to Sundance that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

20. Unforeseen Circumstances. Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the

reasonable control of the Party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such Party shall not be liable to the other for delay or failure to perform its obligations.

21. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any Party under this Agreement, or otherwise relating to this Agreement, shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any Party to litigation in connection with such dispute:

(a) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within three (3) days after delivery of the notice (or in case of an emergency, within eight (8) hours of delivery of the notice), the Parties shall conduct a telephone or personal conference to attempt to resolve such dispute. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the Parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along, with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

(b) If the dispute has not been resolved by negotiation as provided in Section 21(a) hereof, the Parties shall endeavor to settle the dispute by mediation under the CPR Mediation Procedure then currently in effect, provided, however, that if one Party fails to participate in such mediation when requested by the other Party, the Parties shall have no further obligations to proceed with mediation hereunder. If the Parties mutually agree to proceed with such mediation, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

22. Specific Performance. Each of the Parties hereto expressly acknowledges that it may suffer irreparable injury and damage if the other Party breaches its covenants or fails to comply with the provisions set forth in this Agreement for which money damages will not provide an adequate remedy. Therefore, the Parties each agree that if a Party breaches any provision set forth herein, the other Party shall be entitled, in addition to such other remedies and damages as may be available to it at law or in equity, to an injunction requiring specific performance of such provision or restraining the other Party from acting in violation of such provision, as the case may be, to the fullest extent permitted by law. Notwithstanding any provision of this Agreement, during the Use Periods, either Party can seek specific performance of the provisions of this Agreement without first seeking mediation.

Notwithstanding the above, Park City may not employ this paragraph to veto, censor or prohibit the showing of a Festival film or program solely based upon its content. In particular, when no particular breach of this Agreement is alleged, ~~in no case may~~ Park City may not seek any injunction that relates to or interferes in any way with the exhibition, distribution, display, advertising or discussion of any creative or other work, including films, or the participation of any persons or organizations in the Festival, or otherwise impedes Constitutional rights of free expression. However, nothing in this paragraph or Agreement limits the City's authority under the criminal laws of the City or the state of Utah.

23. Other Miscellaneous Terms.

23.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

23.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the Parties can be maintained.

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23.3 Assignment and Delegation. Neither Party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, agents, heirs and assigns.

23.4 Waiver. No action taken by either Party shall be deemed to constitute a waiver of compliance by such Party with any representation, warranty or covenant contained in this Agreement. Any waiver by either Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

23.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

23.6 Consent. Unless otherwise specifically noted herein, the consent of any Party to any action may be made in such Party's sole discretion. All consents or approvals hereunder shall be given without delay by either Party.

23.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties relating to all or part of the subject matter herein.

23.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and Sundance and there are no third party beneficiaries to this Agreement.

23.9 Notice. Unless otherwise specified herein, all notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "**Notice**" or "**Notices**") shall be given to or made upon the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing delivered to the other Party. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("**fax**") (with a copy sent the same day by first-class mail), by electronic mail E-mail (with a copy sent the same day by first-class mail) or by certified first-class mail, return receipt requested, postage prepaid, to the Party or Parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax or E-mail, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:

City Manager
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480
Tel 435-615-5025
Fax 435-615-4901

With copies to:

City Attorney
Park City Municipal Corporation
P.O. Box 1480

445 Marsac Avenue
Park City, Utah 84060-1480

If to Sundance:

~~Jill Miller, Sarah Pearce Co~~-Managing Director
Sundance Institute
~~P.O. Box 684429~~
~~Park City, UT 84068~~
~~P.O. Box 3630~~
~~Salt Lake City, Utah 84110~~

With copies to:

~~Corey Field~~
~~Ballard Spahr~~
~~2029 Century Park East, Suite 800~~
~~Los Angeles, CA 90067-2909~~

~~Ira B. Rubinfeld~~
~~Ray Quinney & Nebeker~~
~~36 South State Street~~
~~Suite 1400~~
~~Salt Lake City, UT 84111~~

~~Cary D. Jones, Esq.~~
~~Snell & Wilmer LLP~~
~~Gateway Tower West, Suite 1200~~
~~15 West South Temple~~
~~Salt Lake City, Utah 84101~~

23.10 Reserved Police Power. Park City expressly reserves, and Sundance expressly recognizes, Park City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as Park City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PARK CITY MUNICIPAL CORPORATION

SUNDANCE INSTITUTE

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Approved as to Form:

City Attorney

Attest:

City Recorder

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

| On this ____ day of _____, ~~2005~~2013, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of SUNDANCE INSTITUTE, and acknowledged to me that the preceding Agreement was signed on behalf of said company, by their authority and he/she acknowledged that the company did execute the same for its stated purpose.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

| On this ____ day of _____, ~~2005~~2013, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of PARK CITY MUNICIPAL CORPORATION, and acknowledged to me that the preceding Agreement was signed on behalf of said Corporation, by their authority and he/she acknowledged that such Corporation did execute the same for its stated purpose.

NOTARY PUBLIC

SUMMARY OF EXHIBITS

Exhibit "A" Use Areas
Exhibit "B" Chamber Agreement
Exhibit "C" Supplemental Plans

Exhibit "D" Venue Lease Agreements 1-4

Exhibit "E" Financial Matrix

**EXHIBIT “A” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

2014 USE AREAS

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; including projection booth & projector, North Field, 16 parking spaces, courtyard and sponsor car display	1255 Park Avenue	Thursday January 9th through Thursday January 30th	Screening venue, tents (Press and Wait list) and operational parking and propane storage, car display	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Park City shall maintain regular Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field & courtyard for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City
Santy Library 202, 205, & 3 rd floors rooms (Room numbers may change after renovation but will receive same amount of space.	1255 Park Avenue	Monday January 13 th through Tuesday January 28th	Concessions/ Hospitality; Wait list Line; Box Office, kiosk, volunteer use, storage	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Same as above	Sundance and Park City	Sundance and Park City
The MARC- Gymnasium and East Parking Lot for vehicle and equipment staging for theatre build-out.	1200 Little Kate Road	Wednesday, January 8 – Wednesday, January 15, 2014. Access: 7:00am – 10:00pm Daily	Load-in. All trucks out of east parking lot by 8pm. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park		Park City shall maintain regular Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City

			in front of building. These dates and times are the same as in past years.				
The MARC - Tennis Courts for queue set-up, Festival use and break down.	1200 Little Kate Road	Tuesday, January 14 7:00am through Monday, January 27 8:00pm	Load-in on Tuesday, January 14. All work after 10pm will occur inside building. Late workers to park in front of building. Access is 24 hours a day until Monday, January 27 at 8:00pm as long as a Sundance representative is present.	For Public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and Tennis Courts.	1200 Little Kate Road	Thursday, January 16, 2014 – Saturday January 25, 2014. Access: 7:00am - 11:30pm	Day One Screening Schedule on 1/16: 5:30pm and 8:30pm Daily Screening Schedule: 8:30am; 11:30am; 2:30pm; 5:30pm; 8:30pm	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and Tennis Courts	1200 Little Kate Road	Sunday, January, 26, 2014 Access:	Screening Schedule: 11:15am; 2:15pm;	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City

		8:00am – 8:15pm	5:15pm				
The Marc – Tennis Courts	1200 Little Kate Road	Monday, January 27, 2014 Access: 7:00am – 8:00pm	Tear down and load out of tennis court.		Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and East Parking Lot.	1200 Little Kate Road	Sunday, January 26, 2014 – Wednesday, January 29, 2014. Access: From 8:00am on 1/26, access is 24 hours a day and ends on 1/30 at 12:00pm for the Gymnasium and 4:00pm for the East Lot	Tear down and load out of Gymnasium and East Parking Lot. All trucks out of east parking lot by 8pm each night. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. All trucks and activity out of parking lot by 4:00pm on 1/29.		Same as above	Sundance and Park City	Sundance and Park City
Miners Hospital -Entire building except Mountain Trails and Arts Council	1354 Park Avenue	September 1, 2103 – February 28,	Sundance Festival Office space	Parking – Exclusive-adjacent to	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice	Sundance	Sundance and Park City

with option of pavilion and surrounding park areas. All Parking around facility during the festival. (4) spaces reserved for other tenants		2014		Recreation and Miners; Other - Nonexclusive	removal inside and outside the use area.		
PCMC Recreation Building – Entire building	1354 Park Avenue	November 1, 2013 – February 28, 2014	Sundance Storage or other Sundance use	Currently use as storage	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
Miners Park on Main Street	Main Street	Festival Dates (Thursday January 16th-Sunday, January 26th)	Sundance Film Festival or Sponsor Activation		Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance
Park City Museum - First Right of Refusal for Sundance or Sundance Sponsors	Main Street						
Park Avenue- Between Heber & 9 th St.	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City
Park Avenue- Between 9th and 14th St	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City

Main Street - Entire east & west sides.	Main Street	TBD	Parking control to increase response time and increase traffic mitigation	Pedestrian	Park City shall place the barricades, provide snow removal and place "no parking" and "drop zone" signs	None	None
Swede Alley Surface Lot	Swede Alley	Nov 1, 2013-Feb 28, 2014	New Frontier Artist Exhibit Space	New Frontier Artist Exhibit Space	Snow Removal	Sundance	Load -in /out
Parking spots across from Egyptian 323-333 Main Street Inclusive)	Main Street	January 14-15, Set-up January 16-26 Projection January 27 tear down	Projection on Egyptian Theatre	Artist Projection on Egyptian Theatre in evenings	Park City shall place the barricades, provide snow removal	Park City and Sundance	Park City and Sundance

EXHIBIT "B" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Chamber/General Business

The Park City Chamber of Commerce/Convention and Visitors Bureau Board of Directors hereby agrees to provide to the Sundance Institute the following as adopted by formal motion on October 25, 2005, and _____ so long as the MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("Master Agreement") is in effect:

1. ~~Up to \$160,000 annually in cash grant for promotion of tourism and arts (which includes \$50,000 to be contributed under previous commitments from the Park City Chamber of Commerce/Convention and Visitors Bureau). \$110,000 of the cash grant can be reduced as outlined in paragraph 11(c) if Sundance receives any funding through Salt Lake County Zap Tax and/or other governmental funding including but not limited to, Salt Lake County or Salt Lake City or direct budget relief.~~ The cash grant shall be subject to cost of living increases.
2. 450 ski tickets for Sundance Film Festival media and sponsors allocated proportionately from ~~The~~ Canyons, Park City Mountain Resort and Deer Valley ski resorts.
3. Will use reasonable best efforts in assisting the Sundance Institute in obtaining lodging, food, venues and services at a reasonable rate, term and availability.
4. Payment of increased tax revenue amortized from conflict years where Sundance and MLK would have occurred during the same dates had Sundance not agreed to the schedule changes pursuant to Paragraph —11 of the Master Agreement, as amended.

Signed: _____

By: _____

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**EXHIBIT “C” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

Supplemental Plans

SUNDANCE OPERATIONAL SUPPLEMENTAL PLAN				
		City Services		
CATEGORY	ITEM	QUANTITY	DESCRIPTION	COST
PARKING	China Bridge Parking	25	Parking passes for reserved spots in China Bridge parking structure	\$ 8,750.00
PARKING	Main Street Parking	20	Use of parking spaces on Main Street & Heber Ave. for drop off and bulb outs	\$ 2,400.00
TRAFFIC	Pedestrian Management	600 Hours	Traffic control at sidewalks of Heber & Main St. along with Swede Alley and the cross walk on Highway 224 in front of the Fresh Market. The plan would take place from 3 PM to 7 PM from the first Thursday of the festival through the first Monday of the Festival.	\$ 14,065.00
TRAFFIC	Traffic Control	400 Hours	The Park City Police Department will divert vehicle traffic traveling south on Park Avenue to 7th Street to access Main Street. Traffic at the Swede Alley and Heber Avenue intersection will be directed uphill on Swede Alley to access Main Street.	\$ 26,000.00

TRAFFIC	Barricades	600	"A" frame barricades placed on Highway 248 and in Park Meadows	\$ 2,520.00
TRAFFIC	Bike Barricades	150	For bulb outs and pedestrian cross areas	\$ 1,711.00
SIGNAGE	VMS Boards	2	Variable Message Boards that will be placed on Highway 224 & 248. City will provide 2 city owned VMS boards	\$ 1,800.00
SIGNAGE	Main Street Banners	60	City will install 60 Sundance banners on Main Street for the month of January	\$ 908.00
COMMUNICATIONS	COWs (Cell on Wheels)	1	Provide space for COWs to be installed and help facilitate permits	\$ -
COMMUNICATIONS	Repeaters	2	Assist in the placement of antennas on Boot Hill and other areas as needed unless conflicts arise with other service providers.	\$ -
COMMUNICATIONS	City Website	1	City will have a page under the Special Event tab that will be dedicated to Sundance. It will include the rules of the road and links to the Festival homepage.	\$ -
TRANSIT	Enhanced Transit Service	920 Hours	Provide additional bus service (extended hours and increased frequency)	\$ 92,000.00
ENFORCEMENT	Police	500 Hours	Festival police enforcement at the requests of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival	\$ 55,560.00

ENFORCEMENT	Code Enforcement	500 Hours	Code Enforcement on building and business activity during the festival.	\$ 25,000.00
ENFORCEMENT	Parking Enforcement	500 Hours	Increase parking enforcement on Main Street	\$ 9,722.50
PERMITTING	Special Event Permit	1	Master Festival Permit	\$ 50.00
PERMITTING	Building Permits	All permits needed	Permits for tents	\$ 8,600.00
PERMITTING	Local Consent Permits	1	Special Event Liquor Licenses	Included above
CLEANING	Enhanced Restroom Cleanings	1	Enhanced cleaning of restrooms on Main Street including Miners Park, Transit Center, and the Museum's public restrooms.	\$ 3,794.00
CLEANING	Enhanced Trash Collection	1	Enhanced trash collection on Main Street with additional 30 yard dumpster	\$ 7,372.00
TOTAL				\$ 260,252.50

**Does not include
the rental fee
waivers of city
facilities which
total over \$60,000*

EXHIBIT "D" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT
Venue Lease Agreement(s)

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
PCMARC**

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: PO Box 684429, Park City, UT 84068

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license, for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of screening room, patron queuing, concessions, merchandise sales, press line, Filmmaker and entourage holding space.

C. **License Period.** The License is granted for:

1. Gymnasium:

- a. Set-Up - From Wednesday January __, 2014, 7:00am through–Wednesday January __th, 2014 use shall be 7:00 am – 10:00 pm for gymnasium.
- b. Festival and Break Down - From Thursday January __th, 2014, 7:00 a.m. through Wednesday January __th, 2014, 12:00pm (noon) access is 24 hour per day as long as a Sundance representative is present.

2. Indoor Tennis Courts:

- a. From Tuesday, January __, 2014, 7:00 am. – Monday January __th, 2014 8:00 pm; access is 24 hours per day as long as a Sundance representative is present.

3. East Parking Lot:

- a. Licensee is granted limited use of the East Parking Lot from Wednesday, January __, 2014 7:00am- until Tuesday January __, 2014 8:00 p.m. for licensed area installation and installation vehicles,
- b. From Wednesday, January __, 2014 7:00 am – Sunday January __, 2014 Midnight, Licensee will have full access to the parking lot and will control the East access point through an approved contractor. Licensee will provide sixteen

PCMARC staff parking spaces during these dates. No public parking, including festival guests, will be allowed in the east parking lot.

- c. Licensee will have non-exclusive use of the east parking lot from Monday January __, 2014, 7am through Wednesday January __, 2014, 4:00pm
- 4. Any additional time Licensee stays beyond the license period, Licensee will be charged \$200.00 per hour.

D. Facilities Licensed.

AREA: PCMARC

USE:

1. Gymnasium

1. Screening room

1/__/2014 7:00 am – 1/__/2014 12:00 p.m.

2. Indoor Tennis Courts

2. Patron queuing

1/__/2014 7:00 am- 1/__/2013 8:00 pm

Rental of the facility does not include floor coverings. Licensee will deliver, install, remove, return, and cover all other costs of flooring as specified in Exhibit B. Licensee agrees to indemnify Park City for any damage caused to the surface of the tennis courts, gymnasium or other PCMARC common areas as a result of Licensee's use of those areas.

City will arrange additional dumpster service and cleaning service and will bill additional fees to Licensee. Licensee is responsible for having the tennis courts in the same condition as before the License Period on Monday January __, 2014, at 8:00 p.m. Licensee is responsible for ensuring that the gymnasium is in the same condition as before the License Period on Wednesday January __, 2014, at 12:00 pm, (Noon). Licensee will comply with the times and limits as approved by the City Council in the annual Supplemental Plan. Licensee agrees to have a Sundance representative on premises at all times while facility is being used by Sundance.

E. Fees. Fees are waived pursuant to the Master Festival License and City Services Agreement, dated 09/12/13 as amended. However, Licensee shall remit to City a damage deposit of Ten Thousand dollars (\$10,000) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling Ten Thousand (\$10,000) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

Of the total amount of the fee set forth in Paragraph E, the sum of five-thousand dollars (hereinafter Advanced Deposit) shall become due and payable upon the execution of this agreement and shall be credited against Licensee's deposit under this license. The balance of five-thousand dollars shall become due and payable on February 15th, 2014.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Park City Special Events Manager without further notice and the deposits therefor collected will be retained as liquidated damages.

G. The Licensee covenants and agrees to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee's insurance shall contain a clause stating that coverage is primary (City's is secondary) and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The provisions of this section shall survive the expiration of termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. Snow removal. The City will remove snow from the back entrances to the gymnasium, from the area between the building and the designated area on the grass, and from the Racquet Club parking lot by 7:00 a.m. on Wednesday, January 9th, 2013. All reasonable efforts will be

made to keep the area clear of snow for the remainder of the weekend. However, in the event of a snowstorm, City streets have first priority and the PCMARC parking lots have second priority. Licensee also accepts responsibility for removal of any and all vehicles parked in areas other than the designated surface parking lot. Parking is not allowed on grass areas.

K. Attendance control. Licensee will be responsible for ensuring that the occupancy limit does not exceed the capacity set by the City Building inspectors for either the tennis courts or the gym. Licensee will be responsible for monitoring the entrances to the licensed facility and will ensure that entrances are staffed during operating hours.

L. This Agreement cannot be altered except by written instrument, signed by both parties.

M. Sales/Business License. The Licensee agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event. Any concession sales must receive written, advanced approval from the Recreation Manager for the City.

N. City Use. Licensee acknowledges the PCMARC pools, fitness center, pro shop, spinning loft, locker rooms, and AAAH Spa tenants will be open for business during the License period beginning Wednesday, January __, 2014, through, Wednesday January __, 201\$, 7:00 a.m. to Midnight. Licensee will not disrupt the City's, nor their tenants' quiet enjoyment of their operations. Licensee acknowledges it does not have exclusive use of the parking lot, restrooms or common areas, halls, entrances, etc.

O. The Licensee is subject to the Special Event Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

P. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation,
Special Events Manager, P.O. Box 1480, Park City Utah 84060
If to Licensee: Director of Operations, Sundance Institute, P.O. Box 684429, Park City,
Utah 84068

Q. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

R. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Special Event Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, **the contract is subject to immediate cancellation by the Park City Special Events Manager without further notice and the deposits therforeto collected will be retained as liquidated damages.**

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the ____ day of _____2013.

SUNDANCE INSTITUTE

P.O. Box 684429, Park City, Utah 84068

By:

Acknowledgment

STATE OF UTAH)

) ss.

COUNTY OF _____)

On this ____ day of _____, 2013, personally appeared before me Laurie Hopkins, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly affirmed, did say that he/she is the Director of Budgeting of the Sundance Institute by Authority of its Bylaws/Resolution of the Board of Directors, and said Association executed the same.

Notary Public

PARK CITY MUNICIPAL CORPORATION

Post Office Box 1480

Park City, UT 84060

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

Attest:

Janet Scott, City Recorder

Approved as to form:

City Attorney's Office

EXHIBIT "A" TO
Racquet Club License Agreement

Damage Deposit: \$10,000

EXHIBIT "B" TO
Racquet Club License Agreement

Park City Racquet Club

Subject: Warranty Tennis Court Surface at Recreation Center.

Our recommendation for protecting the Tennis Court surface for temporary activities other than for playing tennis with the appropriate foot wear would be as follows:

Foot traffic / Queuing Stanchions: Install minimum 6 mil vis-queen and a light weight carpet in the area to be used.

Tables, chairs, desks, or temporary fencing for pedestrian control: Install light weight carpet over ¾" plywood or sport court flooring over minimum 6 mil vis-queen.

The use of forklifts or other heavy equipment should be prohibited.

If these guidelines are followed (with care), there should be no resulting damage to the courts.

Note: Any scrapes, gouges or excessive wear from these activities will not be covered in the Surface Warranty

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
ROOMS 201, 202, 205, AND 207 & SANTY AUDTORIUM AT THE
LIBRARY AND EDUCATION CENTER**

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter “City”), and THE SUNDANCE INSTITUTE (hereinafter “Licensee”), whose address is: 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purposes listed below.

- C. (1) **License Period.** This license is granted for
- a. Room 201, 202, 205 and 207 Monday 1/__/14 – Tuesday 1/__/14
 - b. Santy Auditorium and Projection Booth Thursday 1/__/14 - Thursday 1/__/14
 - c. North field Thursday 1/__/14 - Thursday 1/__/14
 - d. 16 parking spaces Thursday 1/__/14 – Thursday 1/__/14
 - e. Courtyard Thursday 1/__/14 – Thursday 1/__/14

D. **Facilities Licensed.**

AREA: Santy Auditorium
located at the Library and Education Center
1255 Park Avenue, Park City, Utah

USE: Screening Room

AREA: Room 201, Room 202, Room 205, and Room 207

USE: Green Room, Storage,
Volunteer Room, Queing and
Concessions

AREA: North Library Field

USE: Wait List Tent and
Sponsor car display

AREA: Parking Stalls (16 spots) at
Library and Education Center

USE: Parking and propane
storage,

AREA: Courtyard

USE: Press Line Tent

E. **Fees.** Fees are waived pursuant to Master Festival License and City Services Agreement, dated 09/12/13 as amended.

However, Licensee shall remit to City a damage deposit of One Thousand (\$1,000.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling One Thousand Dollars (\$1,000.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Park City Special Events Manager without further notice and the deposits therefore collected will be retained as liquidated damages.

G. The Licensee shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Licensee's use of the facility/area or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Licensee claims or recovers compensation from the City for a loss or injury that Licensee would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for public liability, injuries to persons or damage to property which may arise from or in connection with the use of the Facility hereunder by the Licensee, their agents, representatives, employees, invitees or subcontractors. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional

insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The provisions of this section shall survive the expiration or termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Rental Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Special Events Manager, P.O. Box
1480, Park City Utah 84060

If to Licensee: Sundance Institute, PO Box 684426, Park City, Utah 84068

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Rental Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Park City Special Events Manager without further notice and the deposits heretofore collected will be retained as liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the ____ day of _____, 2013.

SUNDANCE INSTITUTE

PO Box 684426
Park City, Utah 84068

By:

PARK CITY MUNICIPAL CORPORATION

Post Office Box 1480
Park City, UT 84060

Diane Foster, City Manager

Approved as to Form:

City Attorney's Office

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
PARK CITY RECREATION CENTER**

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter “City”), and THE SUNDANCE INSTITUTE (hereinafter “Licensee”), whose address is: 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

- A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.
- B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of back offices and storage, or any lawful use.
- C. (1) **License Period.** This license is granted for a period of December 1, 2013 (6:00 am) through February 10, 2014 (Midnight).
- D. **Facilities Licensed.**
AREA: Park City Recreation Center
1400 Sullivan Road *Entire building* **USE :** Storage
- E. **Fees.** All applicable fees for the use of the building have been waived through the Master Festival License and City Services Agreement, dated 09/12/13 as amended. In addition to the license fee, Licensee shall remit to City a damage deposit of Five Hundred Dollars (\$500.00) as security for any damage to the Facility arising from or connected to Licensee’s use of the Facility pursuant to this license.
- F. **Payment Terms.** The damage deposit, totaling Five Hundred Dollars (\$500.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Park City Special Events Manager without further notice and the deposits therforeto collected will be retained as liquidated damages.

G. The Licensee covenants and agrees to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. The Licensee agrees to maintain a comprehensive general liability insurance policy, naming City as an additional insured, satisfactory to City, protecting both Licensee and City against public liability, products liability and property damage. Thirty days prior to the event, Licensee is required to furnish a Certificate of Insurance for the property pursuant to the Master Festival License and City Services Agreement, dated 09/12/13 as amended. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Special Event Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Special Events Manager, P.O. Box
1480, Park City, Utah 84060

If to Licensee: Sundance Institute, 1825 Three Kings Drive, PO Box 684426, Park City, Utah
84068.

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Special Event Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, Licensee's advance deposit shall be returned, minus Twenty-Five Dollars (\$25.00), which both parties hereby acknowledge as fair, and accurate liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the ____ day of _____, 2013.

SUNDANCE INSTITUTE

PO Box 684426

Park City, Utah 84068

By:

PARK CITY MUNICIPAL CORPORATION

Post Office Box 1480

Park City, UT 84060

Diane Foster, City Manager

Approved as to Form:

City Attorney's Office

**PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
MINERS HOSPITAL**

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter “City”), and THE SUNDANCE INSTITUTE (hereinafter “Licensee”), whose address is: PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of Sundance Film Festival Administrative Offices.

C. (1) **License Period.** This license is granted for a period of September __, 2013 through February __, 2014 for Miners Hospital. Sundance Institute will have until March 1, 2013 to complete all repairs and touch ups at Miners Hospital.

D. **Facilities Licensed.**

AREA: Miners Hospital, 1354 Park Ave.
Entire building except the Mountain Trails and Arts Council offices. Parking around Miner’s may be secured by Sundance from January __ through January __ and 4 spaces will be secured for the current tenants during this period.

USE: SFF Administration Offices

E. **Fees.** All applicable fees for the use of the building have been waived through the the Master Festival License and City Services Agreement, dated 09/12/13 as amended. In addition to the license fee, Licensee shall remit to City a damage deposit of Five Hundred Dollars (\$500.00) as security for any damage to the Facility arising from or connected to Licensee’s use of the Facility pursuant to this license.

F. **Payment Terms.** The license fee and damage deposit, totaling Five Hundred Dollars (\$500.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Park City Special Events Manager without further notice and the deposits therforeto collected will be retained as liquidated damages.

G. The Licensee shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Licensee's use of the facility/area or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Licensee claims or recovers compensation from the City for a loss or injury that Licensee would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for public liability, injuries to persons or damage to property which may arise from or in connection with the use of the Facility hereunder by the Licensee, their agents, representatives, employees, invitees or subcontractors. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The provisions of this section shall survive the expiration or termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or

similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Rental Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Dave Gustafson, P.O. Box 1480, Park City, Utah 84060

If to Licensee: Sundance Institute, PO Box 684426, Park City, Utah 84068

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Rental Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, Licensee's advance deposit shall be returned, minus Twenty-Five Dollars (\$25.00), which both parties hereby acknowledge as fair, and accurate liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the ____ day of, _____2013.

SUNDANCE INSTITUTE

PO Box 684426

Park City, Utah 84068

By:

PARK CITY MUNICIPAL CORPORATION

Post Office Box 1480
Park City, UT 84060

Diane Foster, City Manager

Approved as to Form:

City Attorney's Office

EXHIBIT “E” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT - Financial Matrix

Assumptions		
Future Annual Inflation	3% Based on etimated annual increase to CPI	
Value of Consistent MLK Marketing	2% of MLK Weekend	
MLK Weekend Sales	13,000,000 (15-20% above Typical January Weekend)	

Economic Impact (Estimate of incremental sales due to the non-coincidence of SFF and MLK, based on data from 2008 Wikstrom study inflated at CPI)											Nominal Total	Amortized Total (2014-2023)	2024	2025	2026	Nominal Total	Amortized Total (2024-2026)	Amortized Total (2014-2026)
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023								
Coincidence Year	N	Y	N	N	N	Y	Y	N	N	N			N	Y	Y			
Time Value of Money Factor	1.03	1.06	1.09	1.13	1.16	1.19	1.23	1.27	1.30	1.34			1.38	1.43	1.47			
Increment from Non-Coincidence	0	5,128,711	0	0	0	5,772,409	5,945,582	0	0	0	16,846,702	1,684,670	0	6,892,559	7,099,335	13,991,894	4,663,965	2,372,200
Park City Municipal (=2% of General Sales)	0	102,574	0	0	0	115,448	118,912	0	0	0	336,934	33,693	0	137,851	141,987		93,279	47,444
Park City Chamber Bureau (3% of Lodging)	0	22,002	0	0	0	24,764	25,507	0	0	0	72,273	7,227	0	45,492	46,857	92,348	30,783	12,663
Total Economic Impact	0	5,253,287	0	0	0	5,912,621	6,090,000	0	0	0	17,255,908	1,725,591	0	7,075,902	7,288,179	14,364,080	4,788,027	2,432,307

Contribution (Proposed contribution to Sundance Institute to secure separation of SFF and MLK)											Nominal Total	Amortized Total (2014-2023)	2024	2025	2026	Nominal Total	Amortized Total (2024-2026)	Amortized Total (2014-2026)
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023								
Total Increase																		
PCMC Cash	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000	2,700,000	270,000	270,000	270,000	270,000	810,000	270,000	270,000
PCMC In-Kind	239,176	246,351	253,741	261,354	269,194	277,270	285,588	294,156	302,981	312,070	2,741,881	274,188	321,432	331,075	341,007	993,514	331,171	287,338
Chamber Cash	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	1,600,000	160,000	160,000	160,000	160,000	480,000	160,000	160,000
Current Contribution (Cash)	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	4,300,000	430,000	430,000	430,000	430,000	1,290,000	430,000	430,000
Current Contribution (Kind)	239,176	246,351	253,741	261,354	269,194	277,270	285,588	294,156	302,981	312,070	2,741,881	274,188	321,432	331,075	341,007	993,514	331,171	287,338
Proposed Increases																		
Inflation on PCMC Current Contribution*	8,100	16,443	25,036	33,887	43,004	52,394	62,066	72,028	82,289	92,857	488,105	48,810	103,743	114,955	126,504	345,203	115,068	64,101
Inflation on Chambers Current Contribution*	4,800	9,744	14,836	20,081	25,484	31,048	36,780	42,683	48,764	55,027	289,247	28,925	61,477	68,122	74,965	204,565	68,188	37,986
Removal of SL Grant Rebate Provision																0		
Additional PCMC In-Kind	67,405	71,510	73,655	75,865	78,141	80,485	82,900	85,387	87,948	90,587	793,883	79,388	93,304	96,104	98,987	288,395	96,132	83,252
PCMC Increment	28,608	30,350	31,260	32,198	33,164	34,159	35,184	36,239	37,326	38,446	336,934	33,693	89,524	93,242	97,071	279,838	93,279	47,444
Chamber Bureau Increment	6,136	6,510	6,705	6,907	7,114	7,327	7,547	7,773	8,007	8,247	72,273	7,227	29,544	30,770	32,034	92,348	30,783	12,663
Total Increase	115,049	134,557	151,494	168,938	186,907	205,414	224,476	244,110	264,334	285,164	1,980,443	198,044	377,593	403,193	429,562	1,210,348	403,449	245,445
Total Value of Contribution (in kind & cash)	784,225	810,908	835,235	860,292	886,101	912,684	940,064	968,266	997,314	1,027,234	9,022,324	902,232	1,129,025	1,164,268	1,200,569		1,164,621	962,784
Total Cash Contribution	477,644	493,047	507,838	523,073	538,766	554,929	571,576	588,724	606,385	624,577	5,486,559	548,656	714,289	737,090	760,575	2,211,953	737,318	592,193
Total In-Kind Contribution	306,581	317,861	327,397	337,219	347,335	357,755	368,488	379,543	390,929	402,657	3,535,764	353,576	414,737	427,179	439,994	1,281,909	427,303	370,590
Estimated Average Annual Economic Impact of SFF	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	750,000,000	75,000,000	75,000,000	75,000,000	75,000,000	225,000,000	75,000,000	75,000,000

*The cost of living increase will be determined by the Consumer Price Index (CPI) Bureau of Labor Statistics website www.bls.gov/cpi. The CPI index used will be from the CPI Detailed Report – Data for May. Referencing the Table A. “Percentage changes in CPI for All Urban Consumers (CPI-U)”. The percentage number will be from the Unadjusted 12 month total ending in May for “All items”. The increase will be effective beginning September 1, 2013 and continue annually thereafter through the contract term.

Distribution of Incremental Revenue (From 2008 Wikstrom Study)			
Business Type	Sales Increment	Sales Increment	%
Lodging	606,909	606,909	14%
Resorts	933,722	933,722	22%
Restaurants	649,360	649,360	15%
Retail	988,868	988,868	23%
Other	1,065,241	1,065,241	25%
Subtotal	4,244,100	4,244,100	100%
Government Entity	Sales Tax	Sales Tax	%
City	86,580	86,580	
Chamber	18,207	18,207	
Total	4,348,887	4,348,887	100%

Incremental TRT was erroneously calculated in the Wikstrom Report as \$127,323. It is corrected here.

Community Wide Return on Investment	851%	1156%
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Average annual Incremental Cash Increase for PCMC (2014-2026)	\$	111,545
Average annual Incremental Cash Increase for Chamber (2014-202	\$	50,649

Exhibit 2 – Festival Dates 2015-2026

	Proposed new dates	Existing dates	Martin Luther King, Jr. Day
2014*		Jan 16 - Jan 26	Jan 20
2015	Jan 22 - Feb 1	Jan 15 - Jan 25	Jan 19
2016	Jan 21 - Jan 31	Jan 21 - Jan 31	Jan 18
2017	Jan 19 - Jan 29	Jan 19 - Jan 29	Jan 16
2018	Jan 18 - Jan 28	Jan 18 - Jan 28	Jan 15
2019	Jan 24 - Feb 3	Jan 17 - Jan 27	Jan 21
2020	Jan 23 - Feb 2	Jan 16 - Jan 26	Jan 20
2021	Jan 21 - Jan 31	Jan 21 - Jan 31	Jan 18
2022	Jan 20 - Jan 30	Jan 20 - Jan 30	Jan 18
2023	Jan 19 - Jan 29	Jan 19 - Jan 29	Jan 18
2024	Jan 18 - Jan 28	Jan 18 - Jan 28	Jan 15
2025	Jan 23 - Feb 2	Jan 16 - Jan 26	Jan 20
2026	Jan 22 - Feb 1	Jan 15 - Jan 25	Jan 19

Exhibit 3 - Support Letters from Community Stakeholders

Mayor Dana Williams
Park City City Council
445 Marsac
P.O. Box 1480
Park City, UT 84060

August 7, 2013

Via E-mail



Dear Mayor Williams and Park City Council Members,

As discussions to move the dates of the Sundance Film Festival from the Martin Luther King Holiday are progressing, I commend the city of Park City and the Sundance Institute for your tireless efforts to find a mutually positive outcome for both the tourism industry as well as for the Festival. We appreciate the complexity of these negotiations and the incredible amount of work the City, Sundance, and other stakeholders have put in to find a suitable outcome. Sundance's willingness to move the established Festival dates and the financial commitment by the City to help facilitate these date changes are both extraordinary concessions and are not taken lightly by those of us who have watched and participated in these negotiations.

Canyons supports these efforts and strongly believes the terms currently under consideration for a new long-term agreement meet the needs of the stakeholders and insure the continued viability of the Sundance Film Festival in Park City. As you well know, our winter tourism suffers a substantial financial impact in the years that the Festival overlaps the Martin Luther King Holiday. The Festival, the citizens of Park City and Summit County, and the tourism industry will all benefit from this new agreement.

Thank you again for your creative and persistent efforts and we are hopeful the agreement will be approved by the City Council at the August 15th City Council meeting.

Regards,



Mike Goar
General Manager
Canyons Resort



CHAMBER OF COMMERCE | CONVENTION & VISITORS BUREAU

Mayor Dana Williams and Council:

On behalf of the Park City Chamber/Bureau, I wanted to take this opportunity to express our support for this new version of the contract between the Sundance Institute and the various parties throughout the community. This contract which will extend our relationship as the host community through 2026 we feel is a win/win for the Sundance Institute and the Park City community.

As you may be aware, our main concern in extending the current agreement has always been the issue of continued overlap in some years with the Martin Luther King holiday weekend. This new contract addresses that problem and eliminates the issue beginning in January of 2015. We recognize the significant risks to Sundance Institute by moving the festival later in the calendar on some of the years and appreciate their willingness to make that adjustment for the economic betterment of the community. This is a bold move by the Sundance Institute and exhibits their efforts to truly be a partner in this community's efforts as a world class destination.

We also wish to make note that in return for this shift in dates, we (the Chamber/Bureau) are agreeing to allocate the projected incremental revenue that we receive in Transient Room Taxes on those weekends that are gained by the elimination of the SFF/MLK overlap. The increase in dollars to the contractual amount we contribute each year to the festival is reflected in the new agreement. Our opinion all along has been that the opportunity for our resort community to compete on an even playing field with other mountain resort communities over the growing MLK holiday time period was always the issue that we needed to address. Throughout this effort; city staff, Sundance Institute management and volunteer leadership, as well as various segments of the business community all worked diligently to bring this new contract to fruition.

We hope that council will look favorably upon this new contract and the fact that with its adoption, we can look forward to hosting the festival for many years to come.

Thank you,

Dirk Beal

Chairman of the Board, Park City Chamber/Bureau





August 5, 2013

Dear Council Members,

I am writing this letter in support of the proposed 10 year agreement between Park City Municipal, the Park City Chamber and Visitor's Bureau and the Sundance Film Festival. A committee of representatives from throughout the community has been working for two years to come to agreement to move the Sundance Film Festival off of Martin Luther King (MLK) weekend. We were recently able to come to agreement on this issue and sincerely appreciate the willingness of Sundance's staff to make this request a reality. Although there are proposed concessions by the Park City Municipal and the Park City Chamber and Visitor's Bureau, we feel that the benefit to the entire community will far outweigh these allowances by providing us all the opportunity to grow business during the MLK holiday period, while also securing the Festival remains in Park City for another decade.

Thank you for your consideration and please don't hesitate to contact me should you have any questions.

Sincerely,

Bob Wheaton
President/General Manager



August 12, 2013

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

Dear Mayor Dana Williams and Park City Council:

The Historic Park Alliance (HPCA) supports the terms of the new 13-year agreement, extending the partnership between the Sundance Institute and Park City Municipal. The inclusion of language moving the Sundance Film Festival off of Martin Luther King weekend in 2015, and beyond, is seen as an important step in growing Park City's winter calendar to include two important events each year, one not excluding the other.

The HPCA looks forward to this new calendar and anticipates the strengthening of the economy through this joint effort.

Sincerely,

A handwritten signature in dark ink, appearing to read "Maren Mullin", is written over the typed name.

Maren Mullin
President



August 8, 2013

To: Dana Williams, Mayor of Park City
c/o Jason Glidden

CC: Park City, City Council; Sarah Pearce, Sundance Institute

RE: Letter of Support for the proposed Agreement between Park City Municipal and Sundance Institute

The Park City Area Lodging Association (PCALA) would like to express its support for the proposed new agreement between Sundance Institute and the Park City Municipal Corporation. Outlined below are two contributing factors that warrant our support:

- 1). Continuing the long-standing collaborative relationship that the lodging and hospitality community in Park City and the Sundance Institute have enjoyed for many years. There is no question that the Sundance Film Festival (SFF) is an important and distinct event that our members hope to preserve well into the future. We believe that an early renewal of the current agreement and the extension into 2026 is an essential step in the long-term interests of this community and our members.
- 2). Changing the dates of the SFF during years when the Festival conflicts with the Martin Luther King holiday weekend, will be a very important and beneficial change to the lodging industry in the Park City area. There is little doubt that this change in dates for the SFF is a risk for the Sundance Institute, and their consideration and cooperation with the PCALA throughout the years to move in this direction is certainly appreciated.

This date change has long been a desire and goal of the Lodging Association. We are aware of many of the incremental concessions and modifications that this new agreement would require of the Park City Municipal and Park City Chamber of Commerce/Convention & Visitors Bureau, but given the information presented to our Association's Board of Directors, we are highly encouraged and appreciative of the efforts being invested.

The PCALA would like to thank the staff for their tireless efforts to bring fourth the new agreement. In addition, we extend our thanks and appreciation in advance to both you and the City Council for your consideration and encourage you to approve the proposed new agreement.


Chris Eggleton
President, Park City Area Lodging Association



August 29, 2013

To the Mayor and City Council of Park City, Utah

Park City Mountain Resort is in full support of the Sundance Institute's request for a new agreement to extend their partnership to 2026 with Park City.

We appreciate the hard work and diligence of the Sundance Institute leadership team, Park City Municipal and the Chamber, in working to move the Film Festival off the Martin Luther King weekend. Moving the Film Fest dates during the years with MLK overlap, will have a positive impact for the resorts and the entire community. While it was not an easy road for Sundance and has some possible risk associated, they were willing to listen and respond to the community concerns.

Again, Park City Mountain Resort is in full support for extending the partnership agreement between Park City and the Sundance Institute.

Sincerely,


Jenni Smith
President and General Manager
Park City Mountain Resort



August 8, 2013

To: Dana Williams, Mayor of Park City
c/o Jason Glidden

CC: Park City, City Council

RE: Letter of Support for the proposed Agreement between Park City Municipal and Sundance Institute

The Park City Area Restaurant Association (PCARA) would like to express its support for the proposed new agreement between Sundance Institute and the Park City Municipal Corporation. Being able to change the Sundance Film Festival dates during years when the festival conflicts with the Martin Luther King holiday weekend would be a very important and beneficial change to the restaurant industry in the Park City area.

This date change has long been a desire and goal of not only the Restaurant Association, but also the entire hospitality industry in our community and is extremely positive and encouraging to the PCARA and its members. This modification will result not only in additional sales for restaurants, but also in increased tax revenues for Park City and the State of Utah.

We are aware of many of the incremental concessions and modifications that this new agreement would require of the parties involved: Park City Municipal and Park City Chamber of Commerce/Convention & Visitors Bureau. We are highly encouraged and appreciative of the efforts being invested.

The PCARA would like to thank the Mayor and City Council for their consideration and encourage you to approve the proposed new agreement.

Thank you in advance for your consideration,

A handwritten signature in black ink, appearing to read "Shantel Stoff", written over a horizontal line.

Shantel Stoff
Current Board President

A handwritten signature in black ink, appearing to read "Ginger Ries", written over a horizontal line.

Ginger Ries
Executive Director

A handwritten signature in black ink, appearing to read "Hans Fuegi", written over a horizontal line.

Hans Fuegi
Board Member

Exhibit 4 - 2012 Festival Economic Impact

SUNDANCE INSTITUTE™

2012 Sundance Film Festival Economic Impact on the State of Utah

Economic Impact:	\$80,255,918
Increase in Utah's Gross State Product, or GSP	
Impact on Earnings:	\$40,506,250
Impact on wages, salaries and employer-paid benefits	
State and Local Taxes:	\$6,969,477
*Not including airport tax	
Passenger Facility Charges:	\$97,857
Passenger facility charges were estimated using information provided by the Salt Lake International Airport	
Jobs Supported:	1,731
Spending by attendees of the Festival and by the Sundance Institute supported the addition of these jobs to the Utah economy.	
Total Film Festival Attendance:	46,731
Non Utah Residents:	31,121
Utah Residents:	15,610

Total Spending by Festival Attendees During the Sundance Film Festival

2012 Festival		2011 Festival	
Lodging	\$30,057,287	Lodging	\$25,825,453
Food/Beverage	\$17,813,116	Food/Beverage	\$16,478,005
Auto Rental	\$2,975,790	Auto Rental	\$2,513,917
Other Transport	\$913,567	Other Transport	\$1,301,596
Recreation	\$5,034,515	Recreation	\$5,766,604
Other Retail Purchases	\$10,343,755	Other Retail Purchases	\$6,706,547
Total	\$67,138,031	Total	\$58,592,121

Characteristics of Sundance Film Festival Attendees

- Nonresident attendees accounted for 66.6 percent of all Festival attendees in 2012, or 31,121 visitors. This is virtually the same ratio of nonresident attendees estimated in 2011

- Slightly more than one-third of festival attendees were Utah residents (15,610 or 33.4 percent). Of these, 45 percent are residents of Salt Lake County. About 25 percent live in Summit County and 12.1 percent live in Weber County.
- The festival attracted an estimated 5,795 international visitors in 2012. People from 21 countries traveled to Utah for the 2012 Sundance Film Festival. Visitors from Canada accounted for the single largest share of international visitors (23.5 percent) followed by France, China and England.
- The largest share of nonresident visitors are residents of the U.S. (25,326 visitors). Of these, about 43 percent were residents of three states—California, New York and Colorado.
- Of the estimated 31,121 nonresident Festival attendees, approximately 35 percent indicated this was their first visit to Utah, 84 percent said they traveled to Utah specifically to attend the Festival and 44 percent indicated they would visit Utah again during the next year.
- An increasing share of Festival attendees classify themselves as entertainment industry professionals. Of those attending the 2012 Film Festival, almost 27 percent said they were involved with the entertainment industry in a professional capacity, up from 22 percent in 2011.

Attendee Spending

- During the Festival, attendees spent a total of \$67.1 million. Of this amount, nonresident spending totaled \$63.2 million while Utah residents spent \$3.9 million.
- Total spending per person averaged \$1,436.69. Nonresidents spent a total of \$2,032 per person during their stay and Utah residents spent an average of \$249.85. Total spending is the sum of the average daily amounts that each attendee spent during his/her stay in Utah.
- The weighted average daily spending by Festival attendees was \$252.99. Nonresidents averaged \$343.70 each day during their stay and Utah residents spent an average of \$72.15 each day they attended the Festival.
- Total spending for lodging averaged \$643.20 and accounted for 45 percent of all expenditures made by Festival attendees (Table 2). Total spending for food and beverages averaged \$381.18, followed by miscellaneous retail purchases (\$221.35) and recreation and entertainment (\$107.73).
- Almost 30 percent of nonresident attendees said they intended to ski or snowboard in Utah during their stay.

Film Festival Press Coverage – Showcasing Utah to the World

- In total, print, online and broadcast coverage resulted in more than \$69 million in publicity value.
- Over 950 registered press from 20 countries attended the Festival, including Egypt, Macedonia, Kosovo, Norway, Poland, Sweden, Taiwan, and China.
- Sundance Institute and Sundance Film Festival generated 35,224 print and online articles with an estimated publicity value of \$28,124,850.67 from the announcement of the films in December through February 2012.
- From January 15- February 15, 2012, the Sundance Film Festival generated 2,400 broadcast stories, resulting in more than \$41,137,640.23 in publicity values.

City Council Staff Report



Application No: PL-13-01958
Subject: 573 Main Street
Author: Francisco Astorga
Date: September 12, 2013
Type of Item: Administrative – Plat Amendment Extension

Summary Recommendations

Staff recommends the City Council hold a public hearing for the 573 Main Street Plat Amendment Extension and consider approving it based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant: 573 Main Street, LLC represented by Paul Colton, Wrona Law Firm, and Billy Reed
Location: 573 Main Street and 564 & 572 Park Avenue (approximate)
Zoning: Historic Commercial Business (HCB) & Historic Residential (HR-2)
Adjacent Land Uses: Commercial / Residential
Reason for Review: Extensions of Plat Approval require City Council review and approval

Background

On June 20, 2013, the City received a completed application for an extension of a plat amendment approval. The approved plat reconfigured six (6) Old Town lots and portions of two (2) lots into three (3) lots of record through a plat amendment request. The subject property contains a historic building which was constructed across existing lot lines. See Exhibit B.

On July 26, 2012, the plat amendment application was reviewed and approved by the City Council. The applicant is requesting a one year extension of approval from the original expiration date, July 26, 2013, in order to fulfill the conditions of approval and record the plat with the County offices.

Analysis

According to Land Management Code § 15-7.1-6(C)(5) applicants may request time extensions of City Council plat amendment approvals by submitting in writing to the Planning Department prior to the expiration of the approval. The City Council may grant an extension to the expiration date when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the General Plan or the LMC in effect. Change in circumstance includes physical changes to the property or surroundings.

The plat amendment extension contains no modifications to the approved plat amendment, therefore, Staff finds that the findings of fact, conclusions of law and conditions of approval from the approved plat amendment are still valid.

Staff finds good cause for this plat amendment as the lot lines going through the historic building will be removed. The remnant parcel will become part of a legal lot of record. This plat amendment is consistent with the Park City LMC and applicable State law regarding subdivision plats.

Department Review

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

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

Public Input

On September 6, 2013 Staff received public comments related to the requested Plat Amendment Extension. See Exhibit E – Public Comments.

Alternatives

- The City Council may approve the 573 Main Street Plat Amendment Extension as conditioned or amended; or
- The City Council may deny the 573 Main Street Plat Amendment Extension and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on 573 Main Street Plat Amendment Extension.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The historic building would remain as is and no additional construction could take place across the existing lot lines, including the ongoing rehabilitation of the historic building. Construction includes interior remodeling and seismic upgrade of the historic building for adaptive reuse.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving the 573 Main Street Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft ordinance with Proposed Plat Amendment

Exhibit B – July 26, 2013 CC Staff Report
Exhibit C – July 26, 2013 City Council Meeting Minutes
Exhibit D – Ordinance No. 12-21
Exhibit E – Public Comment

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance No. 13-XX

**AN ORDINANCE APPROVING THE 573 MAIN STREET PLAT AMENDMENT
EXTENSION LOCATED AT 573 MAIN STREET, PARK CITY, UTAH.**

WHEREAS, the owner of the property located at 573 Main Street, All of Lots 16, 17, 18, 29, 30, 31 and the South 19 feet of Lot 19 and the Southerly 18.98 feet of the Easterly 20 feet of Lot 28, Block 9, PARK CITY SURVEY, AMENDED, according to the official plat thereof on file and of the record in the Summit County Recorder's Office. PC-133, have petitioned the City Council for approval extension of the 573 Main Street Plat Amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 25, 2012, June 28, 2012, July 11, 2012, to receive input on the 573 Main Street Plat Amendment;

WHEREAS, the Planning Commission, on July 11, 2012, forwarded a positive recommendation to the City Council on the 573 Main Street Plat Amendment; and,

WHEREAS, on July 26, 2012, the City Council conducted a public hearing on the 573 Main Street Plat Amendment; and

WHEREAS, on September 12, 2013, the City Council conducted a public hearing on the 573 Main Street Plat Amendment Extension; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 573 Main Street Plat Amendment Extension.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 573 Main Street Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 573 Main Street and 564 & 572 Park Avenue.
2. This is a request to reconfigure six (6) Old Town lots and portions of two lots into

- three (3) lots of record through a plat amendment request.
3. The entire area is identified with Summit County as parcel no. PC-133.
 4. Proposed Lot 1 located off Main Street consists of the site of the Claimjumper building.
 5. Proposed Lots 2 and 3 located off Park Avenue consists of two residential lots.
 6. The owner desires to remodel the interior walls to create a night club/bar/restaurant on the basement level, a restaurant with a lobby for access to the living units above on the main level, and the two (2) upper levels for residential use with one (1) living unit on each floor.
 7. The Main Street lots are currently within the HCB District.
 8. The Park Avenue lots are currently within the HR-2 District.
 9. The Claimjumper Hotel building is located on the property and was constructed across existing property lines.
 10. The Historic Site Inventory (HSI) identifies the site as a landmark site.
 11. The site is listed in the National Register of Historic Places.
 12. The property fronts on, and receives legal access from Main Street.
 13. The Park Avenue lots currently contain an asphalt parking lot with a concrete gutter.
 14. The asphalt parking area is not striped with room for ten (10) parking spaces.
 15. The Park Avenue lots also contains portion of the current Claimjumper Building consisting of a newer wooden structure with a walkway, covered entry, and stairs.
 16. In March 2007 the Historic Preservation Board (HPB) determined that the structure contained additions that were added in 1987 that were not historically significant.
 17. In April 2007 the City Council approved a single lot subdivision over the historic structure, Main Street lots only. This approval was voided because the conditions of approval were not met and the plat was not recorded within a year.
 18. In June 2007 the Planning Department reviewed and approved a HDDR application to remove the non-historic additions and replace them with new additions including a roof addition of two (2) penthouse units.
 19. The applicant did not meet the condition of approval of obtaining a building permit within a year's time from the approval date and the HDDR approval was voided because the approval expired.
 20. In 2009 the City Council approved an ordinance approving amendments to the Land Management Code which changed the criteria for designation of historic sites.
 21. The subject site was listed as a contributing building on the National Register of Historic Places in 1979 as part of the *Park City Main Street Historic District*.
 22. The historic building was built within the historic period (1868-1929), is associated with the mining era, and retains its historic integrity.
 23. The site meets the criteria set forth in LMC Chapter 15-11 in 2009 for designation as a Landmark Site.
 24. The minimum lot area within the HCB is 1,250 square feet.
 25. The proposed lot area for lot 1 is 8,999.8 square feet.
 26. The minimum lot width within the HCB is twenty-five feet (25')
 27. The proposed lot width for lot 1 is 94.97 feet.
 28. The minimum lot depth within the HCB is fifty feet (50').
 29. The proposed lot depth for lot 1 is 95 feet.
 30. The proposed building pad equates to 1,101.5 square feet without the parking

access easement. Due to the proposed parking easement on these two (2) lots the building pad would be furthered reduced by forty eight (48) square feet, totaling 1,053.5 square feet.

31. The maximum height envelope for the HCB District is thirty feet (30') at property line traversing at a forty-five degree (45°) angle back to a maximum of forty-five feet (45') above existing grade.
32. The existing historic building does not comply with the height envelope and therefore the building is a legal non-complying structure.
33. The existing rear additions to the historic building currently encroach onto the adjacent lots which front onto Park Avenue and are located within the HR-2 zoning district. They consist of a newer wooden structure with a walkway, covered entry, and stairs.
34. The proposed lots are reconfigured so that there are no improvements encroaching over the rear lot line.
35. All commercial access to the Claimjumper Building, 573 Main Street, will be off Main Street.
36. The minimum lot area within the HR-2 is 1,875 square feet.
37. The proposed lot area for lot 2 and 3 is 2,060.97 square feet.
38. The minimum lot width within the HR-2 is twenty-five feet (25')
39. The proposed lot width for lot 2 and 3 is 37.47 feet.
40. It has been estimated that the parking area was built between the late 1980's and early 1990's.
41. The parking area located rear of the building was built to accommodate the various uses in the Claimjumper Hotel building.
42. Currently the HR-2 District allows a *Residential Parking Area or Structure with greater than four (4) spaces* with a conditional use permit.
43. The existing ten (10) car parking area is non-conforming because it does not comply with the current regulation.
44. The property owner proposes to reconfigure the existing ten (10) car parking lot to an area to only consist of two (2) parking spaces total for the exclusive use of the residential units to be located within the Claimjumper interior remodel through a parking easement over the two (2) proposed Park Avenue lots.
45. The proposed parking easement is allowed in the HR-2 District.
46. The building footprint of the two Park Avenue lots will be limited to 917.8 square feet.
47. Each lot will require two (2) off-street parking spaces for their residential use.
48. In 1992 the Claimjumper Hotel building was being threatened with condemnation unless it could be brought up to acceptable safety level.
49. The 1992 the current property owner applied for design review of two (2) additions to the building for stairs, including the addition off the back, to be reviewed by the Historic District Commission (HDC).
50. In 1992 the Chief Building Official advised the HDC that if the additions could not be made to work, the building would have to be demolished.
51. In 1992 the HDC approved the proposed building improvements.
52. In 1992 four existing parking spaces will be lost with the proposed plan but the site plan called for additional parking on the Park Avenue side.
53. In 1992 a design review condition of approval indicated that the additions were to

- meet all other requirements of the Land Management Code and Building Code.
54. The HR-2 District was created from the HR-1 District in 2000.
 55. In 1988 the City created the Historic Residential – Low Intensity Commercial Overlay (HR-2) District.
 56. In this neighborhood when the HR-2 District was created in 2000 it changed the base zone from HR-1 to HR-2 and it removed both the HR-2 (Historic Residential Low Intensity Commercial Overlay and HTO (Historic Transition Overlay) which were both overlay zones at the time.
 57. The Claimjumper Building site is current in Main Street Parking Special Improvement District and therefore is exempt from the parking requirement.
 58. The parking easement proposed to be dedicated with this plat amendment is for the benefit of the two proposed residential units in the 573 Main Street building.
 59. The parking easement consists of two (2) parking spaces and a six foot (6') access straddling the shared common property line of the two (2) Park Avenue lots towards the Main Street lot.
 60. The proposed parking area platted as an easement over lot 2 and 3 consist of legal parking space standards measuring nine feet (9') in width and eighteen feet (18') in length.
 61. The existing parking lot shall be removed by replacing the current parking surface with landscaping until the structures are built on the HR-2 Lots. A landscaping plan shall be approved by the City, but it shall be sufficient to clearly prohibit parking of any vehicles. The existing parking lot shall be removed prior to plat recordation.
 62. The two (2) parking spaces in the HR-2 District shall have a lockable controlled access prohibiting parking of vehicle traffic beyond those spaces.
 63. The easement from the two (2) parking spaces on the HR-2 to the HCB shall be for the use by occupants of the residential units only.
 64. Only one private access door may exist from the HCB District to the HR-2 District lots. All other exists must be for emergency access only.
 65. This plat amendment request complies with the special HR-2A requirements.
 66. The development is not part of a Master Planned Development (MPD).
 67. There is no request to extend any of the existing buildings toward Park Avenue from its current location.
 68. The current additions of the Claimjumper building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant.
 69. The plat amendment complies with this requirement as no access is proposed from Park Avenue including service and delivery.
 70. The proposed plat reduces the number of parking spaces from ten (10) to two (2) for the exclusive use of the residential units and not for the commercial use of the site. Staff recommends adding a condition of approval that the existing parking lot be removed as proposed before the plat is recorded.
 71. The plat amendment complies with this requirement as no loading docks, service yards, exterior mechanical equipment, exterior trash compounds, outdoor storage, ADA access, or similar use associated with the HCB use is being proposed.
 72. Staff recommends that a condition be added so that the property owner donates a preservation easement to the City for the Historic Structure before the plat is

recorded.

73. The applicant submitted a Historic District Design Review application which has been approved per LMC Chapter 11.
74. There is no adjoining historic structure under common ownership or control that would trigger a CUP or MPD review.
75. The current additions of the building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant.
76. There is no request to transfer any residential density.
77. In June 2007 the property owner of that time executed a Covenant Not To Build over a specific area where the building encroaches over the HR-2 District.
78. There are many filed code enforcement issues at the subject site.
79. These complaints have been and are currently handled by the Building Department.
80. The Plat Amendment was approved by the City Council on July 26, 2012.
81. The applicant was to record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, the plat amendment approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
82. Land Management Code § 15-7.1-6(C)(5) indicates that applicants may request time extensions of City Council plat amendment approvals by submitting in writing to the Planning Department prior to the expiration of the approval.
83. On June 20, 2013 a writing request was submitted to the City to asking for a one year extension. The written request was filled prior to the expiration date.
84. The City Council may grant an extension to the expiration date when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the General Plan or the LMC in effect.
85. The plat amendment extension contains no modifications to the approved plat amendment.
86. Staff finds that the findings of fact, conclusions of law and conditions of approval from the approved plat amendment are still valid.

Conclusions of Law:

1. There is good cause for this plat amendment as the historic structure will no longer encroach on the rear lots and the Park Avenue lots will be combined to meet the minimum lot area. The proposed plat amendment will also eliminate a remnant parcel, portion of Lot 19 and Lot 29.
2. The proposed use and renovation of the building will provide an adaptive reuse to one of Park City's most historically significant buildings ensuring its use into the future.
3. As conditioned, the plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
4. The plat amendment is consistent with the Park City Land Management Code HR-2A special requirements.
5. Neither the public nor any person will be materially injured by the proposed plat

amendment.

6. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
7. There is good cause for this plat amendment extension as the written request was submitted to the City prior to the expiration date.
8. No change in circumstance results in an unmitigated impact or that would result in a finding of non-compliance with the General Plan or the Land Management Code.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County by July 26, 2014. If recordation has not occurred, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers will be required for new residential construction along Park Avenue.
4. A 10 foot wide public snow storage easement shall be provided along Park Avenue.
5. The parking easement on Lots 2 and 3 for the benefit of Lot 1 is only permitted to be used for the residential units. The parking easement shall not be used for commercial purposes.
6. The existing parking lot shall be removed by replacing the current parking surface with landscaping until the residential structures are built on the HR-2 Lots. A landscaping plan shall be approved by the City, but it shall be sufficient to clearly prohibit parking of any vehicles. The existing parking lot shall be removed prior to plat recordation. The landscaping requirement would not be imposed until after renovation is complete.
7. The two (2) space parking easement in the HR-2 District shall have a lockable controlled access prohibiting parking and vehicle traffic beyond those spaces.
8. The easement from the two (2) parking spaces on Park Avenue in the HR-2 District to Lot 1 in the HCB District shall be for the use by occupants of the residential units only.
9. Only one private access door for residential use may exist from the HCB District to the HR-2 District lots. All other exits must be for emergency access only.
10. The property owner shall donate a preservation easement to the City for the Historic Structure before the plat is recorded.
11. A chain link lockable construction fence is required on the HR-2 District to prohibit other uses besides construction staging to occur. This fence shall be installed no later than December 1, 2012 and shall remain in place at least till March 1, 2013.
12. There shall be no Special Event permit or Master Festival License activity that allows access through the rear of the property, off Park Avenue
13. The Chief Building Official shall add conditions to the landscape guarantee to address future use of the parking lot, should it be retained.

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

PASSED AND ADOPTED this ____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Marci Heil, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat Amendment

City Council Staff Report

Application No: PL-10-01105
Subject: 573 Main Street
Author: Francisco Astorga
Date: July 26, 2012
Type of Item: Administrative – Plat Amendment



Summary Recommendations

Staff recommends the City Council hold a public hearing and consider approving the 573 Main Street Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant: CSA10-573 Main, LLC represented by Billy Reed
Location: 573 Main Street and 564 & 572 Park Avenue (approximate)
Zoning: Historic Commercial Business (HCB) & Historic Residential (HR-2)
Adjacent Land Uses: Commercial / Residential
Reason for Review: Plat amendments require Planning Commission review and City Council approval

Proposal

This is a request to reconfigure six (6) Old Town lots and portions of two (2) lots into three (3) lots of record through a plat amendment request. The subject property contains a historic building which was constructed across existing lot lines. This is a revised application to the original one-lot subdivision application submitted in 2010 which was not approved or recorded. The applicant is currently proposing to combine the area they own on Main Street with the lots on Park Avenue to create a three (3) lot subdivision. The entire area is identified with Summit County as parcel no. PC-133. Proposed Lot 1 located off Main Street consists of the site of the Claimjumper building. Proposed Lots 2 and 3 located off Park Avenue consists of two (2) residential lots.

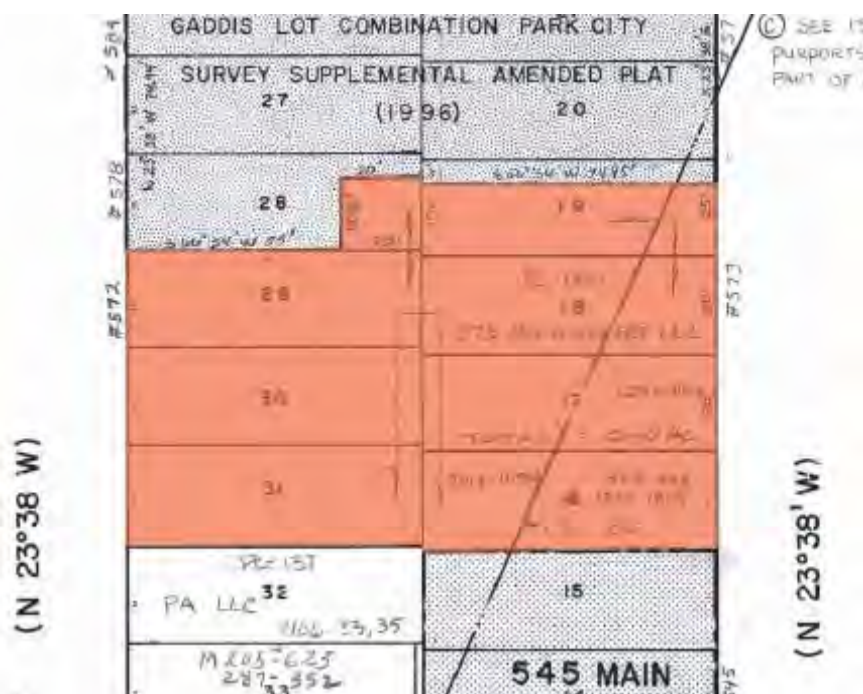
Background

On December 3, 2010, the City received a complete plat amendment application for 573 Main Street, a single lot subdivision, which only included the Main Street lots. The property is located at 573 Main Street within the Historic Commercial Business (HCB) District. The applicant, CSA10-573 Main, LLC is the owner of Lots 16, 17, 18 and a portion of Lot 19 (south 19') of Block 9 of the Park City Survey.

The applicant also submitted a Historic District Design Review (HDDR) application for systems upgrade including structural stability of the building. The applicant indicated a desire to remodel the interior walls to create a night club/bar/restaurant on the basement level, a restaurant with a lobby for access to the living units above on the

main level, and the two (2) upper levels for residential use with one (1) living unit on each floor. The requested work does not include removal of the rear addition.

In February 2011, the applicant requested to place the application on hold due to issues involving the large encroachment of the rear of the structure over the lots fronting Park Avenue. Because the rear Park Avenue lots where the building encroachment occurs is also owned by the same property owner, the applicant is required to bring all of their contiguous land into their plat amendment application pursuant to Land Management Code (LMC) § 15-7.1-6(A)(2). Graphically, the ownership can be represented in the following exhibit shaded in red below:



In December 2011, the applicant amended its application request by submitting the revised 573 Main Street, a three lot subdivision plat amendment. This revised plat amendment includes the same lots fronting Main Street where the Claimjumper Building is mostly located as well as the rear Park Avenue lots. This revised plat amendment application was deemed complete on January 12, 2012.

The Claimjumper Building is also known as the New Park Hotel. The Historic Site Inventory (HSI) identifies the site as a Landmark site. The site is also listed in the National Register of Historic Places. The property fronts on, and receives legal access from Main Street.

The property is split by a zone line as shown on the following exhibit below which shows the property line in red, the dividing zone line in blue and the existing improvements shown on an Alta/ACSM Land Title Survey. The Main Street lots are currently within the HCB District while the Park Avenue lots are currently within the Historic Residential (HR-2) District. Additions to the Claimjumper Hotel building were constructed across

[illegible]

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During the June 27, 2012 meeting the Planning Commission reviewed the requested plat amendment. During this meeting the Commission reviewed the conditions of approval recommended by staff as well as conditions of approval requested by the neighboring property owners. See Exhibit J - Public Input, requested conditions of approval - Joe Tesch. The Planning Commission continued the discussion to July 11, 2012 and directed staff to incorporate four (4) conditions of approval outlined in Exhibit J.

During the July 11, 2012 meeting the Planning Commission reviewed the drafted conditions of approval discussed on June 27. The conditions of approval were amended once again to reflect clarity. These conditions of approval have been incorporated in the draft ordinance.

2007 Applications

In March 2007 the Historic Preservation Board (HPB) reviewed a Determination of Historical Significance whether or not the wooden rear additions identified below were historically significant. See exhibit containing 2007 photographs below:



The HPB determined that the wooden additions were added in 1987 and therefore were not historically significant. There was no request for review of the “older brick building” addition. This determination guided the proposed renovation of the historic structure through the submittal of a HDDR and plat amendment application.

In April 2007 the City Council approved a single lot subdivision of the Main Street lots only upon which the historic structure sits. The Park Avenue lots were not included in this plat amendment request and there was a condition of approval to remove the non-historic additions which encroached over the lot line. This condition of approval was not met and the approval was voided because it expired.

In June 2007 the Planning Department reviewed and approved a HDDR application to remove the non-historic additions and include a roof addition of two (2) penthouse units. The applicant did not meet the condition of approval of obtaining a building permit within a year's time from the approval date and the HDDR approval was also voided because it expired.

In September 2007 the Planning Department reviewed and approved an administrative Conditional Use Permit (CUP) for a Private Residence Club and Conversion, a form of fractional or interval ownership for ten (10) residential club units. The applicant did not meet the condition of approval of obtaining a building permit within a year's time from the approval date. The administrative CUP approval expired.

In 2009 the City Council approved an ordinance approving amendments to the LMC which changed the criteria for designation of historic sites. Also the City Council adopted the Design Guidelines for Historic Districts and Historic Sites and the HPB adopted, by resolution, the Historic Site Inventory. The site was listed as a contributing building on the National Register of Historic Places in 1979 as part of the *Park City Main Street Historic District*. It was built within the historic period (1868-1929), is associated with the mining era, and retains its historic integrity. As a result, it meets the criteria set forth in LMC Chapter 15-11 for designation as a Landmark Site.

As indicated on the submitted site plan survey, the Park Avenue lots currently contain an asphalt parking lot with a concrete gutter. This parking area is not striped and has room for ten (10) parking spaces. Through conversations with the neighboring lot owners it has been estimated that the parking area was built between the late 1980's and early 1990's. There is also a building permit found in the Building Department which has simply been labeled as a *grading* permit issued in January 1993. The parking area located rear of the building was built to accommodate the various uses in the building, such as offices, restaurants, and bars, etc.

Analysis

The site is located within the Historic Commercial Business (HCB) District and the Historic Residential (HR-2) District. Staff has reviewed the proposed plat amendment request and found compliance with the following LMC requirements:

Lot 1 (HCB)

HCB District	LMC Requirement	Proposed Lot 1, Main Street
Minimum lot area	1,250 square feet	8,999.8 square feet, <u>complies</u>
Minimum lot width	25 feet	94.97 feet, <u>complies</u>
Minimum lot depth	50 feet	75 feet, <u>complies</u>

There is no minimum required front, rear, or side yard dimensions in the HCB District. The maximum height envelope for the zone is thirty feet (30') at property line traversing at a forty-five degree (45°) angle back to a maximum of forty-five feet (45') above existing grade. The existing historic building does not comply with the height envelope and therefore the building is a legal non-complying structure.

The existing rear additions to the historic building which currently encroach onto the adjacent lots which front onto Park Avenue will be part of Lot 1 and are located within the HR-2 zoning district.

Lots 2 and 3 (HR-2)

The Park Avenue lots are also under the same ownership, CSA10-573 Main, LLC, currently identified by the same parcel no. PC-133 and have been included in this plat amendment request. The proposed lots are reconfigured so that there are no improvements encroaching over the rear lot line. All commercial access to the Claimjumper Building, 573 Main Street, is required to be off Main Street. Both Lots 2 and 3 are the same dimensions.

HR-2 District	LMC Requirement	Proposed Lot 2 & 3, Park Avenue
Minimum lot area	1,875 square feet	2,060.97 square feet, <u>complies</u>
Minimum lot width	25 feet	37.47 feet, <u>complies</u>
Minimum lot depth	None	55 feet

The LMC defines setbacks are the required minimum distance between a building pad and the closest property line, platted street, or existing curb or edge of a street. The minimum front/rear yard setbacks of proposed Lot 2 & 3 are ten feet (10'). The minimum side yard setbacks are three feet (3'). The maximum height is twenty-seven feet (27') with a total of three (3) stories. The building footprint based on the footprint formula (LMC 15-2.3-4(D)) is limited to a maximum of 917.8 square feet. Also each lot will require two (2) off-street parking spaces for their residential use.

The building pad is the lot area minus required front, rear, and side yard areas. The LMC defines it as the exclusive area, as defined by the yards, in which the entire building footprint may be located. The proposed building pad equates to 1,101.5 square feet without the parking access easement. Due to the proposed parking easement on these two (2) lots the building pad would be further reduced by forty eight (48) square feet, totaling 1,053.5 square feet, as shown below:



As a comparison the building pad of a standard Old Town lot (25'x75', 1,875 s.f.) is 1,045 square feet and the maximum building footprint of such lot is 844 square feet.

Parking

The Claimjumper Building site is current in the Main Street Parking Special Improvement District and therefore is exempt from the parking requirement.

The Park Avenue lots currently contain an asphalt parking lot with a concrete gutter. This existing parking area is currently not striped and has room for ten (10) parking spaces, per the submitted survey.

Currently the HR-2 District allows a *Residential Parking Area or Structure with four (4) or fewer spaces*. A *Residential Parking Area or Structure with five (5) or more spaces, associated with a residential Building on the same Lot* is allowed through a Conditional Use Permit. The existing ten (10) car parking area is non-conforming use because it does not comply with the current regulation. The property owner proposes to reconfigure the existing ten (10) car parking lot to an area to only consist of two (2) parking spaces total for the exclusive use of the residential units to be located within the Claimjumper interior remodel through a parking easement over the two (2) proposed Park Avenue lots.

Historic District Commission (HDC) minutes of their October 5, 1992 meeting discussed a design review of renovation and addition at Claimjumper Hotel. These minutes were submitted by Joe Tesch as part of an extensive packet containing various comments on April 25, 2012 (See Exhibit E - Public Input - Joe Tesch). As indicated in these minutes, the building was being threatened with condemnation unless it could be brought up to acceptable safety level. This application was for design review of two (2) additions to the building for stairs, including the addition off the back. The Chief Building Official of the time advised the HDC that if the additions could not be made to work, the building would have to be demolished.

There were several permits issued by the Building Department in 1992 which include partial demolition, footing and foundation, shell, and a remodel improvement (interior only). Also indicated on the minutes, the applicant stated that four (4) existing parking spaces would be lost with the proposed plan but the site plan calls for additional parking on the Park Avenue side. Also a condition of approval indicated that the additions were to meet all other requirements of the Land Management Code and Building Code.

The HR-2 District was created from the HR-1 District in 2000. In 1988 the City created the Historic Residential – Low Intensity Commercial Overlay (HR-2) District, for clarity this District will be identified on this staff report as HR-2 Overlay. When the HR-2 District was created in 2000 it changed the base zone where this property is located from HR-1 to HR-2 and it removed both the HR-2 Overlay and the HTO (Historic Transition Overlay), which were both overlay zones at the time. Therefore, the parking area currently on proposed Lots 2 and 3 is legally non-conforming since it was created before the CUP requirement for such parking was part of the LMC and would have been

legal under the code at the time it was built.

The parking easement proposed to be dedicated with this plat amendment is for the benefit of the two (2) proposed residential units in the 573 Main Street building. The owner finds it will be important to create parking to ensure residential occupants in the Claimjumper Building have an off-street parking space. The parking easement consists of two (2) parking spaces and a six foot (6') access straddling the shared common property line of the two (2) Park Avenue lots towards the Main Street lot. The proposed parking area platted as an easement over lot 2 and 3 consist of legal parking space standards measuring nine feet (9') in width and eighteen feet (18') in length.

Special HR-2A requirements

Sub-Zone A (HR-2A) consists of Lots in the HR-2 Districts that are west of Main Street, excluding those lots within Block 13. The LMC outlines special requirements to Lots in the HR-2A zone are part of a Master Planned Development, a Conditional Use Permit, or a Plat Amendment that combines a Main Street, HCB zoned, Lot with an adjacent Park Avenue, HR-2 zoned, Lot or portion of a Lot, for the purpose of restoring an Historic Structure, constructing an approved addition to an Historic Structure, constructing a residential dwelling or Garage on Park Avenue, or expanding a Main Street Business into the HR-2 zoned Lot (LMC § 15-2.3-8).

The site is located within the HR-2A sub-zone. After careful review staff has made a determination that the requested plat amendment does falls under this category above as the plat amendment is for the purpose of restoring a historic structure and "clean up" the lot lines and building encroachments and to recreate 2 lots of record which will permit construction of residential dwellings on Park Avenue. Therefore, the following special HR-2A requirements are applicable to this plat amendment request:

1. *All Commercial Uses extending from Main Street into the HR-2 Zone are subject to the Conditional Use Permit review requirements of Section 15-1-10 and the Master Planned Development requirements of Section 15-6 if the development is part of a Master Planned Development. These Commercial Uses must be located below the Grade of Park Avenue projected across the HR-2 Lot and beneath the Main Floor of a residential Structure or Structures facing Park Avenue. Occupancy of the below Grade Floor Area is conditioned upon completion of the residential structure on the HR-2 Lot.*

The development is not part of a Master Planned Development (MPD). The commercial use which is within the HR-2 zone consists of a wooden structure with a walkway, covered entry, and stairs as well as a small portion of an older brick building addition. The area only consists of the stairway and entry and its purpose is to ensure an emergency exit from the building. The stairway was likely built in 1992 and therefore would be a legal non-conforming use and exempt from the conditional use permit requirement.

2. *All Buildings within the HR-2 portion of the development must meet the minimum Side and Front Yard Setbacks of the HR-2 District as stated in Section 15-2.3-4, unless the*

Planning Commission grants an exception to this requirement during the MPD review and the development is consistent with the MPD Section 15-6-5(C). Below Grade Structures, such as parking structures and Commercial Floor Area extending from Main Street beneath a residential Structure or Structures on Park Avenue may occupy Side Yard Setbacks subject to Building and Fire Codes and trespass agreements.

There is no request to extend any of the existing buildings toward Park Avenue from its current location. The current additions of the building located on the HR-2 portion of the development were built before this specific regulation and *therefore is considered legal non-compliant*. Any new residential structures built on Lots 2 and 3 will have to comply with all HR-2 setbacks and requirements.

3. *All Buildings within the HR-2 portion of the development must meet the Building Height requirements of the HR-2 District as stated in Section 15-2.3-6.*

There is no request to extend any of the existing buildings toward Park Avenue from its current location. The current additions of the building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant. Any new residential structures built on Lots 2 and 3 will have to comply with HR-2 height requirements

4. *Existing and new Structures fronting on Park Avenue may not contain Commercial Uses, except as permitted in Section 15-2.3-8 (B) (1).*

The current additions of the building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant. No new structures are requested at this time.

5. *A Floor Area Ratio of 4.0 shall be used to calculate the total Commercial Floor Area. Only the Lot Area within the HCB Lot may be used to calculate the Commercial Floor Area.*

The Claimjumper Building site is current in Main Street Parking Special Improvement District and therefore is exempt from the parking requirement.

6. *The number of residential units allowed on the HR-2 portion of the Development is limited by the Lot and Site Requirements of the HR-2 District as stated in Section 15-2.3-4.*

The two (2) proposed lots on the HR-2 portion of the development comply with the lot and site requirements such as lot size and width, etc.

7. *All entrances and Access, including service and delivery, for the Commercial Use must be off of a Street or easement within the HCB District. The Commercial Structure must be designed to preclude any traffic generation on residential Streets, such as Park Avenue. Any emergency Access, as required by the Uniform Building Code (UBC),*

onto the HR-2 portion of the Property must be designed in such a manner as to absolutely prohibit non-emergency Use. Alarms shall be installed on all emergency doors that provide access to Park Avenue.

The plat amendment complies with this requirement as no access is proposed from Park Avenue including service and delivery. The proposed plat reduces the number of parking spaces from ten (10) to two (2) for the exclusive use of the residential units and not for the commercial use of the site. Staff recommends adding a condition of approval that the existing parking lot be removed as proposed before the plat is recorded.

- 8. Commercial portions of a Structure extending from the HCB to the HR-2 District must be designed to minimize the Commercial character of the Building and Use and must mitigate all impacts on the adjacent Residential Uses. Impacts include such things as noise, odor and glare, intensity of activity, parking, signs, lighting, Access and aesthetics.*

The plat amendment does not include the any addition extension from the HCB to the HR-2 District. The current additions of the building located on the HR-2 portion of the development were built before this specific regulation and therefore are considered legal non-compliant.

- 9. No loading docks, service yards, exterior mechanical equipment, exterior trash compounds, outdoor storage, ADA Access, or other similar Uses associated with the HCB Uses are allowed within the HR-2 portion of the Property, and all such Uses shall be screened for visual and noise impacts.*

The plat amendment complies with this requirement as no loading docks, service yards, exterior mechanical equipment, exterior trash compounds, outdoor storage, ADA access, or similar use associated with the HCB use are being proposed.

- 10. The Property Owner must donate a Preservation Easement to the City for any Historic Structures included in the Development.*

Staff recommends that a condition be added so that the property owner donates a preservation easement to the City for the Historic Structure before the plat is recorded.

- 11. Any Historic Structures included in the development shall be restored or rehabilitated according to the requirements of the LMC Chapter 11- Historic Preservation.*

The applicant submitted a Historic District Design Review application for systems upgrade including structural stability which has been approved per LMC Chapter 11.

- 12. Any adjoining Historic Structures under common ownership or control must be considered a part of the Property for review purposes of the Conditional Use permit and/or Master Planned Development.*

There are no adjoining historic structure under common ownership or control that would trigger a CUP or MPD review.

- 13. The allowed Building Width of any Structure above Final Grade is up to forty (40) feet. Building Widths shall reflect the typical variation, pattern and Historic character of the surrounding residential neighborhood.*

There is no request to extend any of the existing building toward Park Avenue from its current location. The current additions of the building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant.

- 14. Residential Density transfers between the HCB and HR-2 Zoning Districts are not permitted. A portion of the Gross Floor Area generated by the Floor Area Ratio of the HCB Zoning District and applied only to Lot Area in the HCB Zone, may be located in the HR-2 Zone as allowed by this Section.*

There is no request to transfer any residential density. The current additions of the building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant.

- 15. Maximum allowed Building Footprint for the HR-2 Lot is subject to Section 15-6-5(B).*

The proposed Park Avenue lots building footprint will comply with this regulation.

Furthermore, in June 2007 the property owner of that time executed a Covenant Not To Build. See Exhibit F - Recorded Covenant Not to Build. As indicated on this recorded document the property owner agreed not to build on certain portions of the property identified as the "No-Build Portion" area. These areas are the building additions over the HR-2 District identified throughout this staff report as Park Avenue lots encroachments.

Code Enforcement Issues

At the April 25, 2012 meeting, Mr. Tesch clarified that as citizens, his clients were happy about the Claimjumper and believed the applicant was doing the right thing. However, they had concerns regarding neighborhood impacts and impacts to Old Town in general.

Staff recognizes that Claimjumper site can be difficult to manage and that the City has received many complaints with the Building Department's Code Enforcement Officers as shown below:

Complaint	Date of Complaint	Status	Issue
Removing covered walkway.	3/26/2008	Closed, 3/26/08	Covered walkway was temporarily required for

			construction and then removed.
Commercial activity on Park Avenue during Sundance.	4/22/2011	Closed, 6/14/12	Activity was already completed and a letter was sent to the responsible party advising them of the concern of a violation
Dust and dirt on the backside of building (Park) that should be covered.	10/18/2011	Closed, 10/31/11	Dirt was placed in the parking lot during excavation, dirt was required to be cleaned up.
Sundance-Park Avenue access.	1/25/2012	Closed, 6/14/12	Sundance 2012 complaints regarding Park Avenue access. Proper communication has been implemented between special events coordinator, code enforcement officer, and Planning Department.
Commercial activity in residential zone, unloading out of event onto Park Ave	1/26/2012	Pending	Citation issued to tenant.
Construction site using a lot on Park Ave.	4/10/2012	Closed, 6/14/12	Construction activity utilizing the lot to the north- removed construction material from site and obtained agreement from neighboring property owner.
Working beyond the scope of the permit.	4/23/2012	Pending	Construction Plans red-lined to show the additional construction work on the rear of the structure.

Good Cause

Staff finds good cause for this plat amendment as the historic structure will no longer encroach on the rear lots and the Park Avenue lots will be combined to meet the minimum lot area. The proposed plat amendment will also eliminate two (2) remnant parcels, portion of Lot 19 and a portion of Lot 28. There are no remnant parcels created with this plat amendment request. Additionally, the proposed use and renovation of the building will provide an adaptive reuse to one of Park City's most historically significant building ensuring its use into the future and a parking easement is provided for the residential uses within the historic building.

Process

The applicant will have to submit a Historic District Design Review application for new construction on Lots 2 and 3, and any improvements on the three (3) lots. HDDR

applications are reviewed administratively by the Planning Department. The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review

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

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

Public Input

Staff has received general inquiries about the proposed plat amendment. Public input has also been received. See Exhibit E, G & J.

Alternatives

- The City Council may approve the 573 Main Street Plat Amendment as conditioned or amended; or
- The City Council may deny the 573 Main Street Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on 573 Main Street Plat Amendment.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The historic building would remain as is and no additional construction could take place across the existing lot lines. Construction includes interior remodeling of the historic building for adaptive reuse.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving the 573 Main Street Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A - Draft ordinance with Attachment 1 - Proposed Plat Amendment
Exhibit B - Site Survey
Exhibit C - Vicinity Map
Exhibit D - County Plat Map
Exhibit E - Public Input - Joe Tesch

Exhibit F - Recorded Covenant Not to Build
Exhibit G - Public Input - Additional
Exhibit H - Applicant Response
Exhibit I - Response to Applicant Response
Exhibit J - Public Input, requested conditions of approval - Joe Tesch
Exhibit K - Public Input, requested conditions of approval – Joes Tesch/Joseph Barrett
Exhibit L - Minutes from Planning commission meetings

Exhibit A – Draft Ordinance No. 12-

**AN ORDINANCE APPROVING THE 573 MAIN STREET PLAT AMENDMENT
LOCATED AT 573 MAIN STREET, PARK CITY, UTAH.**

WHEREAS, the owners of the property located at 573 Main Street, All of Lots 16, 17, 18, 29, 30, 31 and the South 19 feet of Lot 19 and the Southerly 18.98 feet of the Easterly 20 feet of Lot 28, Block 9, PARK CITY SURVEY, AMENDED, according to the official plat thereof on file and of the record in the Summit County Recorder's Office. PC-133, have petitioned the City Council for approval of the 573 Main Street Plat Amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 25, 2012, June 28, 2012, July 11, 2012, to receive input;

WHEREAS, the Planning Commission, on July 11, 2012, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 26, 2012, the City Council conducted a public hearing on the 573 Main Street Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 573 Main Street Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 573 Main Street Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 573 Main Street and 564 & 572 Park Avenue.
2. This is a request to reconfigure six (6) Old Town lots and portions of two lots into three (3) lots of record through a plat amendment request.
3. The entire area is identified with Summit County as parcel no. PC-133.
4. Proposed Lot 1 located off Main Street consists of the site of the Claimjumper building.
5. Proposed Lots 2 and 3 located off Park Avenue consists of two residential lots.
6. The owner desires to remodel the interior walls to create a night club/bar/restaurant

on the basement level, a restaurant with a lobby for access to the living units above on the main level, and the two (2) upper levels for residential use with one (1) living unit on each floor.

7. The Main Street lots are currently within the HCB District.
8. The Park Avenue lots are currently within the HR-2 District.
9. The Claimjumper Hotel building is located on the property and was constructed across existing property lines.
10. The Historic Site Inventory (HSI) identifies the site as a landmark site.
11. The site is listed in the National Register of Historic Places.
12. The property fronts on, and receives legal access from Main Street.
13. The Park Avenue lots currently contain an asphalt parking lot with a concrete gutter.
14. The asphalt parking area is not striped with room for ten (10) parking spaces.
15. The Park Avenue lots also contains portion of the current Claimjumper Building consisting of a newer wooden structure with a walkway, covered entry, and stairs.
16. In March 2007 the Historic Preservation Board (HPB) determined that the structure contained additions that were added in 1987 that were not historically significant.
17. In April 2007 the City Council approved a single lot subdivision over the historic structure, Main Street lots only. This approval was voided because the conditions of approval were not met and the plat was not recorded within a year.
18. In June 2007 the Planning Department reviewed and approved a HDDR application to remove the non-historic additions and replace them with new additions including a roof addition of two (2) penthouse units.
19. The applicant did not meet the condition of approval of obtaining a building permit within a year's time from the approval date and the HDDR approval was voided because the approval expired.
20. In 2009 the City Council approved an ordinance approving amendments to the Land Management Code which changed the criteria for designation of historic sites.
21. The subject site was listed as a contributing building on the National Register of Historic Places in 1979 as part of the *Park City Main Street Historic District*.
22. The historic building was built within the historic period (1868-1929), is associated with the mining era, and retains its historic integrity.
23. The site meets the criteria set forth in LMC Chapter 15-11 in 2009 for designation as a Landmark Site.
24. The minimum lot area within the HCB is 1,250 square feet.
25. The proposed lot area for lot 1 is 8,999.8 square feet.
26. The minimum lot width within the HCB is twenty-five feet (25')
27. The proposed lot width for lot 1 is 94.97 feet.
28. The minimum lot depth within the HCB is fifty feet (50').
29. The proposed lot depth for lot 1 is 75 feet.
30. The proposed building pad equates to 1,101.5 square feet without the parking access easement. Due to the proposed parking easement on these two (2) lots the building pad would be furthered reduced by forty eight (48) square feet, totaling 1,053.5 square feet.
31. The maximum height envelope for the HCB District is thirty feet (30') at property line traversing at a forty-five degree (45°) angle back to a maximum of forty-five feet (45') above existing grade.

32. The existing historic building does not comply with the height envelope and therefore the building is a legal non-complying structure.
33. The existing rear additions to the historic building currently encroach onto the adjacent lots which front onto Park Avenue and are located within the HR-2 zoning district. They consist of a newer wooden structure with a walkway, covered entry, and stairs.
34. The proposed lots are reconfigured so that there are no improvements encroaching over the rear lot line.
35. All commercial access to the Claimjumper Building, 573 Main Street, will be off Main Street.
36. The minimum lot area within the HR-2 is 1,875 square feet.
37. The proposed lot area for lot 2 and 3 is 2,060.97 square feet.
38. The minimum lot width within the HR-2 is twenty-five feet (25')
39. The proposed lot width for lot 2 and 3 is 37.47 feet.
40. It has been estimated that the parking area was built between the late 1980's and early 1990's.
41. The parking area located rear of the building was built to accommodate the various uses in the Claimjumper Hotel building.
42. Currently the HR-2 District allows a *Residential Parking Area or Structure with greater than four (4) spaces* with a conditional use permit.
43. The existing ten (10) car parking area is non-conforming because it does not comply with the current regulation.
44. The property owner proposes to reconfigure the existing ten (10) car parking lot to an area to only consist of two (2) parking spaces total for the exclusive use of the residential units to be located within the Claimjumper interior remodel through a parking easement over the two (2) proposed Park Avenue lots.
45. The proposed parking easement is allowed in the HR-2 District.
46. The building footprint of the two Park Avenue lots will be limited to 917.8 square feet.
47. Each lot will require two (2) off-street parking spaces for their residential use.
48. In 1992 the Claimjumper Hotel building was being threatened with condemnation unless it could be brought up to acceptable safety level.
49. The 1992 the current property owner applied for design review of two (2) additions to the building for stairs, including the addition off the back, to be reviewed by the Historic District Commission (HDC).
50. In 1992 the Chief Building Official advised the HDC that if the additions could not be made to work, the building would have to be demolished.
51. In 1992 the HDC approved the proposed building improvements.
52. In 1992 four existing parking spaces will be lost with the proposed plan but the site plan called for additional parking on the Park Avenue side.
53. In 1992 a design review condition of approval indicated that the additions were to meet all other requirements of the Land Management Code and Building Code.
54. The HR-2 District was created from the HR-1 District in 2000.
55. In 1988 the City created the Historic Residential – Low Intensity Commercial Overlay (HR-2) District.
56. In this neighborhood when the HR-2 District was created in 2000 it changed the base zone from HR-1 to HR-2 and it removed both the HR-2 (Historic Residential

Low Intensity Commercial Overlay and HTO (Historic Transition Overlay) which were both overlay zones at the time.

57. The Claimjumper Building site is current in Main Street Parking Special Improvement District and therefore is exempt from the parking requirement.
58. The parking easement proposed to be dedicated with this plat amendment is for the benefit of the two proposed residential units in the 573 Main Street building.
59. The parking easement consists of two (2) parking spaces and a six foot (6') access straddling the shared common property line of the two (2) Park Avenue lots towards the Main Street lot.
60. The proposed parking area platted as an easement over lot 2 and 3 consist of legal parking space standards measuring nine feet (9') in width and eighteen feet (18') in length.
61. The existing parking lot shall be removed by replacing the current parking surface with landscaping until the structures are built on the HR-2 Lots. A landscaping plan shall be approved by the City, but it shall be sufficient to clearly prohibit parking of any vehicles. The existing parking lot shall be removed prior to plat recordation.
62. The two (2) parking spaces in the HR-2 District shall have a lockable controlled access prohibiting parking of vehicle traffic beyond those spaces.
63. The easement from the two (2) parking spaces on the HR-2 to the HCB shall be for the use by occupants of the residential units only.
64. Only one private access door may exist from the HCB District to the HR-2 District lots. All other exists must be for emergency access only.
65. This plat amendment request complies with the special HR-2A requirements.
66. The development is not part of a Master Planned Development (MPD).
67. There is no request to extend any of the existing buildings toward Park Avenue from its current location.
68. The current additions of the Claimjumper building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant.
69. The plat amendment complies with this requirement as no access is proposed from Park Avenue including service and delivery.
70. The proposed plat reduces the number of parking spaces from ten (10) to two (2) for the exclusive use of the residential units and not for the commercial use of the site. Staff recommends adding a condition of approval that the existing parking lot be removed as proposed before the plat is recorded.
71. The plat amendment complies with this requirement as no loading docks, service yards, exterior mechanical equipment, exterior trash compounds, outdoor storage, ADA access, or similar use associated with the HCB use is being proposed.
72. Staff recommends that a condition be added so that the property owner donates a preservation easement to the City for the Historic Structure before the plat is recorded.
73. The applicant submitted a Historic District Design Review application which has been approved per LMC Chapter 11.
74. There is no adjoining historic structure under common ownership or control that would trigger a CUP or MPD review.
75. The current additions of the building located on the HR-2 portion of the development

were built before this specific regulation and therefore is considered legal non-compliant.

76. There is no request to transfer any residential density.
77. In June 2007 the property owner of that time executed a Covenant Not To Build over a specific area where the building encroaches over the HR-2 District.
78. There are many filed code enforcement issues at the subject site.
79. These complaints have been and are currently handled by the Building Department.

Conclusions of Law:

1. There is good cause for this plat amendment as the historic structure will no longer encroach on the rear lots and the Park Avenue lots will be combined to meet the minimum lot area. The proposed plat amendment will also eliminate a remnant parcel, portion of Lot 19 and Lot 29.
2. The proposed use and renovation of the building will provide an adaptive reuse to one of Park City's most historically significant buildings ensuring its use into the future.
3. As conditioned, the plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
4. The plat amendment is consistent with the Park City Land Management Code HR-2A special requirements.
5. Neither the public nor any person will be materially injured by the proposed plat amendment.
6. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers will be required for new residential construction along Park Avenue.
4. A 10 foot wide public snow storage easement shall be provided along Park Avenue.
5. The parking easement on Lots 2 and 3 for the benefit of Lot 1 is only permitted to be used for the residential units. The parking easement shall not be used for commercial purposes.
6. The existing parking lot shall be removed by replacing the current parking surface with landscaping until the residential structures are built on the HR-2 Lots. A landscaping plan shall be approved by the City, but it shall be sufficient to clearly prohibit parking of any vehicles. The existing parking lot shall be removed prior to plat recordation. The landscaping requirement would not be imposed until after renovation is complete.

7. The two (2) space parking easement in the HR-2 District shall have a lockable controlled access prohibiting parking and vehicle traffic beyond those spaces.
8. The easement from the two (2) parking spaces on Park Avenue in the HR-2 District to Lot 1 in the HCB District shall be for the use by occupants of the residential units only.
9. Only one private access door for residential use may exist from the HCB District to the HR-2 District lots. All other exits must be for emergency access only.
10. The property owner shall donate a preservation easement to the City for the Historic Structure before the plat is recorded.
11. A chain link lockable construction fence is required on the HR-2 District to prohibit other uses besides construction staging to occur. This fence shall be installed no later than December 1, 2012 and shall remain in place at least till March 1, 2013.
12. There shall be no Special Event permit or Master Festival License activity that allows access through the rear of the property, off Park Avenue.

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

PASSED AND ADOPTED this ____ day of ____, 2012.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

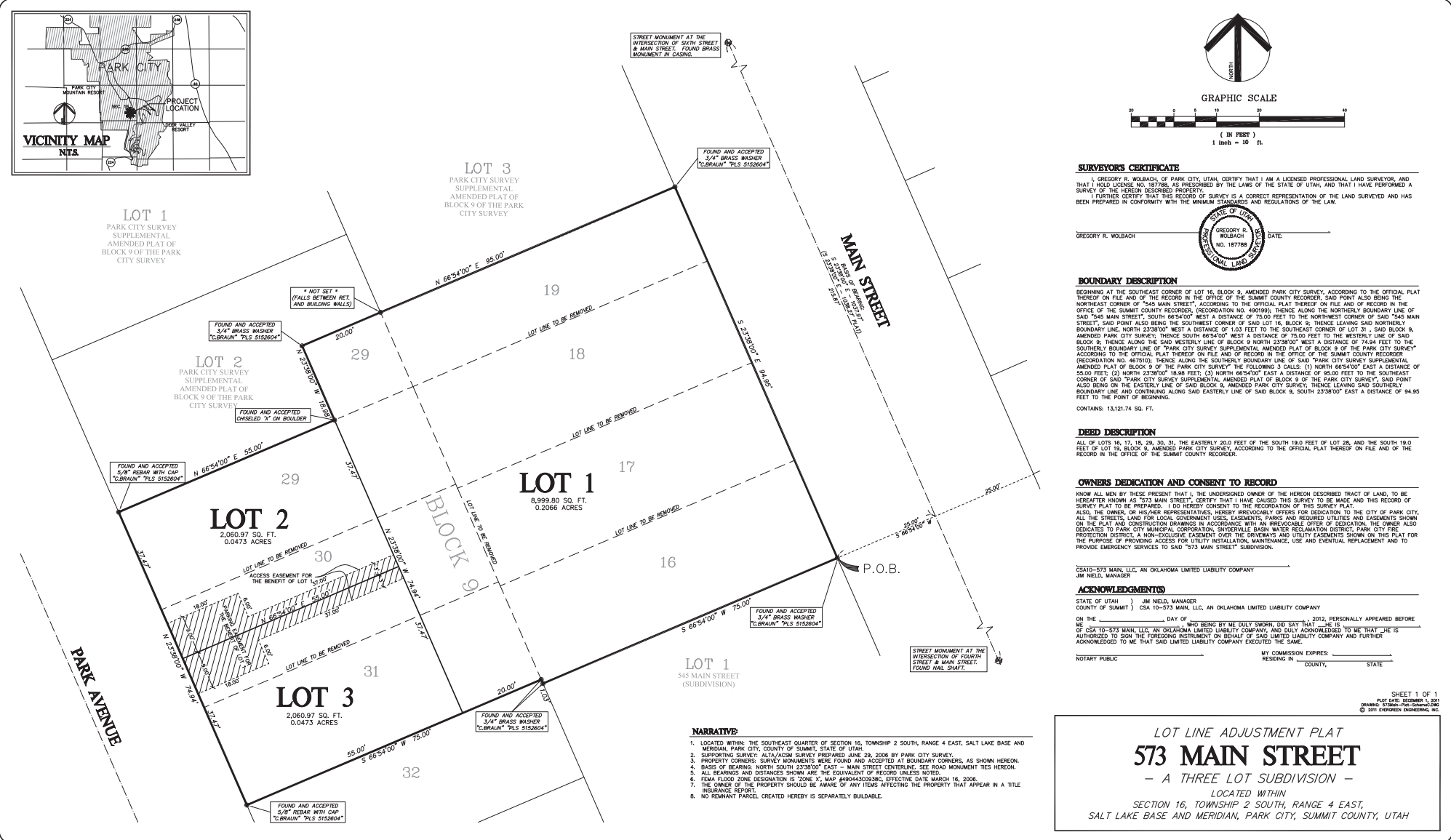
Jan Scott, City Recorder

APPROVED AS TO FORM:

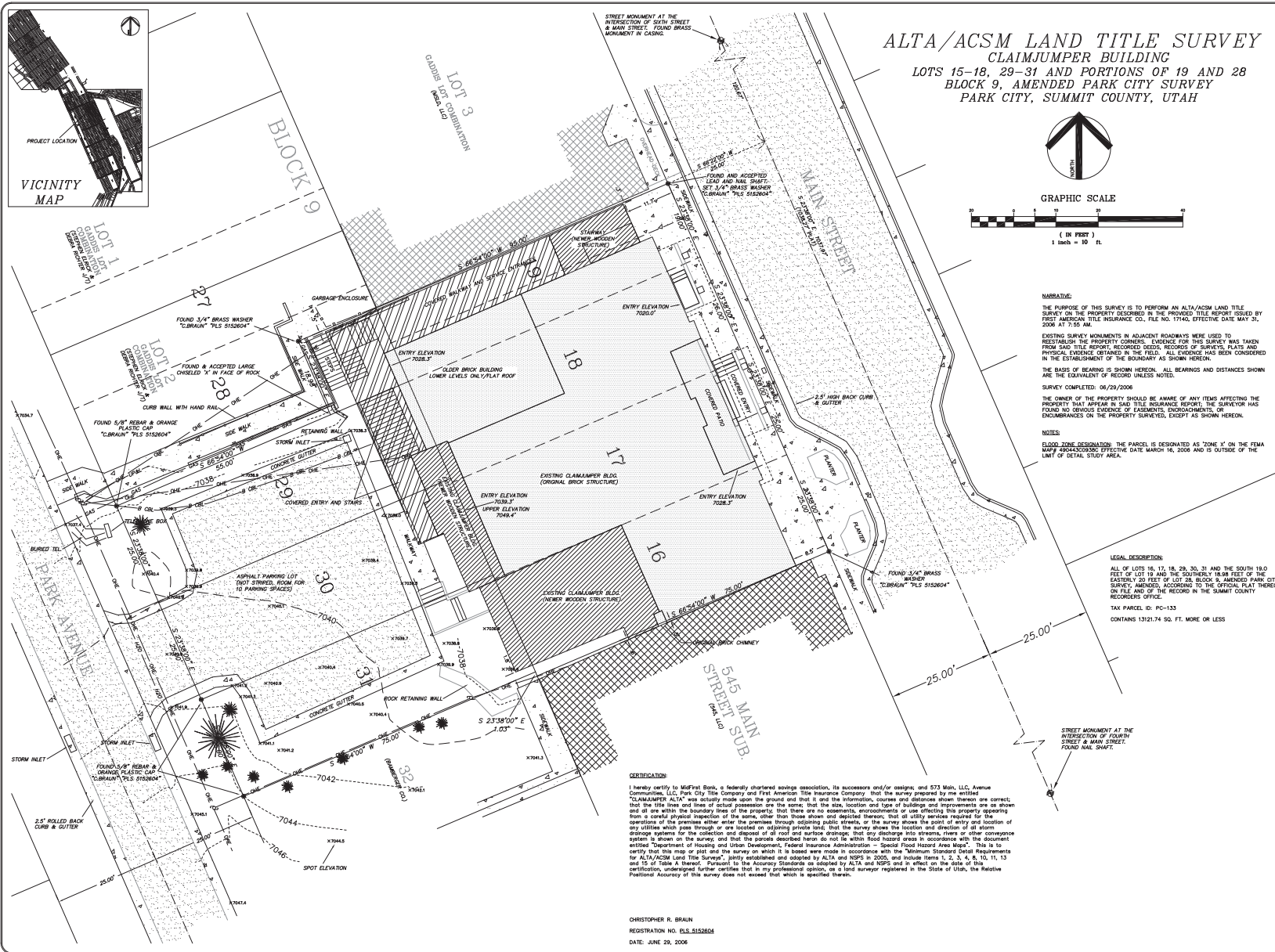
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat Amendment

Attachment 1 – Proposed Plat Amendment



Evergreen Engineering, Inc. Civil Engineering • Land Surveying • Land Planning 1670 Bonanza Drive • Suite 104 P.O. Box 2861 • Park City, Utah • 84060 Phone: (435) 648-1667 • Fax: (435) 648-9219 E-mail: office@evergreen-eng.com	CITY ENGINEER THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ A.D. 2012. CITY ENGINEER _____	SNYDERVILLE BASIN W.R.D. REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ A.D. 2012. BY: _____ SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	CITY PLANNING COMMISSION APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ DAY OF _____ A.D. 2012. CHAIRMAN _____	APPROVAL AS TO FORM APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 2012. CITY ATTORNEY _____	CITY COUNCIL APPROVAL PRESENTED TO THE BOARD OF PARK CITY CITY COUNCIL THIS _____ DAY OF _____ A.D. 2012 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED. MAYOR _____ CITY RECORDER _____	RECORDED No. _____ STATE OF _____ COUNTY OF SUMMIT RECORDED AND FILED AT THE REQUEST OF: _____ COUNTY RECORDER _____
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573 Main Street - A Three Lot Subdivision Vicinity Map



Park Ave

Main St

HCB

HR-2A

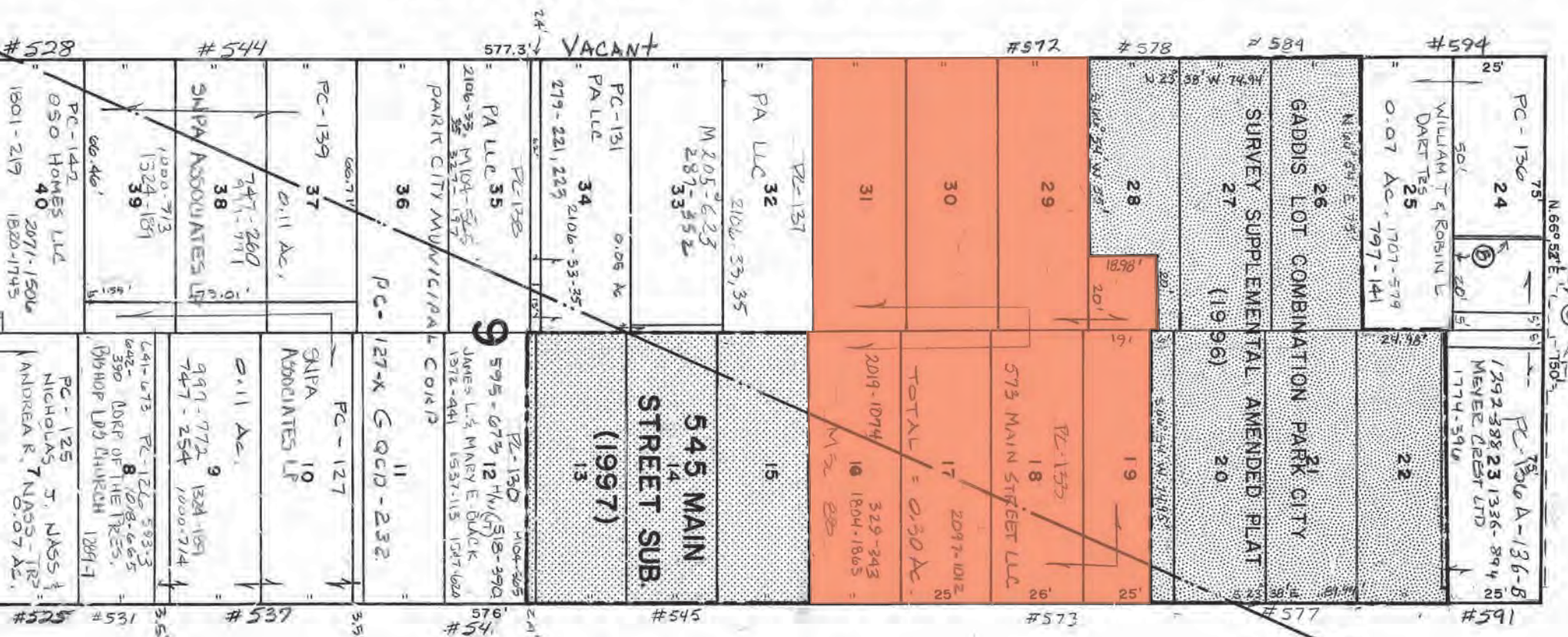
HR-1

Legend

-  Parcels
-  Streets

0 50 100 150 200 Feet

Exhibit D – County Plat Map



141



PARK CITY

314 Main Street, Suite 200
P.O. Box 3390
Park City, Utah 84060-3390
Telephone: (435) 649-0077
Facsimile: (435) 649-2561

SALT LAKE CITY

Telephone: (801) 363-5111

HEBER CITY

2 South Main Street, Suite 2-D
Heber City, Utah 84032
Telephone: (435) 654-1550
Facsimile: (435) 654-1554

April 25, 2012

Park City Planning Commission

RE: PLAT AMENDMENT 573 MAIN STREET AND 572 PARK AVENUE (CLAIMJUMPER)

Dear Planning Commission Members:

All you have to do here is your job—Protect Old Town.

I represent several homeowners who live on Park Avenue in the HR-2 Zone and whose residences are directly impacted by this proposed plat amendment. See Exhibit A attached.

My clients are cognizant of the benefits to Main Street vitality which may be brought about by the new commercial uses proposed and they applaud that effort.

However, an equally important objective of the Land Management Code (“LMC”) is to protect Old Town and preserve its residential flavor. In fact, listed as one of the purposes of the HR-2 Historic Residential District is:

“encourage and promote Development that supports upper Park Avenue as a pedestrian friendly residential street...that is compatible with the historic character of the surrounding residential neighborhood.”

Fortunately, this objective can be met, and it doesn't require, nor is there good cause, for this proposed plat amendment. except to clean up the lot lines beneath the historic building in the HCB zone, on Main Street and that would require a new application.

A. NO GOOD CAUSE EXISTS

Some history is in order. Attached hereto as Exhibit B is a photograph of most recent use of the HR-2 lot behind the Claimjumper as photographed during this year's Sundance Film Festival. Hardly compatible with the purposes of the HR-2 zone and a true erosion of the residential quality of life for my clients. Everything you see in this photo is expressly prohibited in the HR-2 zone. For the last two Sundance festivals, the Applicant has turned the building into a night-club called the Bing Bar, and used the building's rear entrance for deliveries during the day, as shown in the photo. At night though, the rear, emergency-only exit becomes a vip-only entrance, complete with guards, a line of limos, and a velvet rope. Attached as Exhibit C is a

photo of what the HR-2 code requires to be a single, emergency-only, Exit door, with an alarm on it. It is apparent that the Applicant views these double-doors as an entrance to the Bing Bar, regardless of any zoning regulation that prohibits use of the door.

You could say that 10 days a year for Sundance is ok, and for the most part my clients have tried to live with it for those two weeks. But now the Applicant says they want to turn this into a year-round situation, with a 'bar/nightclub' in the basement, a 'restaurant/special event space' on the main floor, and two full-floor, open plan living spaces on the top two floors, both of which could easily be used for events in the same way as the rest of the building, and in much the way that the Applicant has tried to use the entire building for the last two Film Fests. In short what is being proposed here is a lot like the Harry O's nightclub up the street, that caused so much trouble for the City and the Historic District's residents, for so many years. While the Applicant may have a right to these Uses in the HCB, on Main Street, these same uses are prohibited in HR-2, on Park Ave. The proposed plat amendment is likely to continue to enable these abuses and code enforcing is severely stretched during Sundance.

Also attached hereto as Exhibit D is the proposed plat site plan, but color coded to show the following:

1. The heaviest red line is the most easterly lot line of lots 16, 17 and 18 in the HBC zone. It is also the line which defines the two zones.
2. The pink structure is the historic brick building which is the Claimjumper (the "Historic Building").
3. The cross-hatched blue line is an addition made to the Historic Building in 1992 (the "1992 Addition"), but it is not part of the Historic Building and it can and should be eliminated as part of this renovation. As noted below, in the spring of 2007, the City Approved similar applications with the requirement that the non-historic additions be removed.

If the 1992 Addition is eliminated, there is no impact on the commercial uses, it eliminates the abuses shown as Exhibit B, it eliminates the need for any plat amendments between the HCB and HR-2 zones, and it preserves the three current historic sized lots in the HR-2 zone for future compatible residential development.

As proof that the 1992 addition is not part of the Historic Building, we need only look to two sources:

- a. The Staff Report. As set forth on page 76 of the Staff Report in the "Additional background" section, in March 2007 the Historic Preservation Board made a determination that the additions to the Historic Building made were not historically significant.

In April 2007 “the City Council approved a similar request being reviewed today... The Applicant did not meet the condition of approval of removing the non-historic additions...” Therefore the plat amendment expired [and was not “voided” as set forth in the Staff Report].

In June of 2007 the Planning Department again reviewed and approved a Historic District Design Review Application to remove the non-historic additions and replace them. This approval also expired.

So, on three separate occasions the 1992 Additions were ruled to be not part of the Historic Building.

- b. The minutes of the approval of the 1992 Addition. Attached hereto are the minutes of the Historic District Commission for October 5, 1992, as Exhibit E. They deserve to be read in full. However, what is very clear is that the 1992 Addition was approved for the singular purpose of preserving the Historic Building from demolition since the then owner was without the financial resources necessary: “Jacquie Cote interjected that Mr. Ivie had advised the Historic District that if these additions cannot be made to work, the building will go.”

This is no longer the case. The current Applicant has fixed the building so that it can now accommodate access inside the Historic Building for all four floors. Indeed, there is an elevator servicing all four floor and inside stairways are easily included in future building plans.

In short, there is no justification for a plat amendment that encroaches into the HR-2 lots, since only the 1992 addition, the non-historically significant addition, needs to be removed to cure the non-conforming encroachment onto the HR-2 lots.

The fact that the Applicant voluntarily chooses not to remove those non-historically significant additions, do not create “good cause” for approving the requested plat amendment. The encroachment is self imposed and unnecessary.

- B. The proposed plat amendment creates lots which do not meet the minimum lot size of 1875 sq. ft.

To begin with, we believe that the Staff Report is in error when it concluded that the requested plat amendment is not subject to HR-2A Sub-A and its requirements. It incorrectly concludes that this plat amendment does not combine a Main Street HBC lot with an adjacent HR-2 zoned lot for the purpose of restoring an historic structure. In fact, that is the only purpose and the proposed plat amendment incorporates parking on the HR-2 lots in order to convert the upper two floors to residential use—what could be more clear? See LMC §15-23-8.

Here simple logic takes over. HR-2 lots require a minimum of 1,875 sq. ft. Residential uses in the HRC require two parking spaces per unit, or a minimum of 4 spaces. Each parking space must be a minimum of 9' x 18' which computes to 162 sq. ft. each or 324 sq. ft. for two. 2,060.75 sq. ft. (see proposed size of the two HR-2 lots) minus 324 sq. ft. = 1,736.75 sq. ft., a non conforming lot.

Why this computation? Clearly the new residential uses require two parking spaces each. See LMC §§15-23-2 (A) and (B) and 15-3-6. This is a requirement and not simply some sort of voluntary act by the Applicant as alluded to in the Staff Report. The LMC also requires each space to be a minimum of 9' x 18', not 9' x 12' as proposed by the Applicant.

The fact that the Applicant uses an easement for parking spaces rather than including those spaces in the historic lot should be seen for what it is—somewhat of a slight-of-hand. In fact, a permanent parking easement removes that property from the underlying lot just as effectively as a deed transferring that property. Therefore, while the newly proposed lots 2 and 3 may show 2,060.75 sq. ft., the truth is they, in the real world, are only effectively 1,736.75 sq. ft.—insufficient.

In short, you should not allow these technically adequate, but in practical terms inadequate sized lots to provide good cause for approval.

Moreover, the three current 25 feet by 75 feet sized lots are the preferable size for building lots if we are to preserve Old Town., and uphold the goals of our own HR-2 zoning.

- C. This approval appears perhaps greased and it should be continued. Sometimes requested approvals seem a bit greased so that your approval is solicited by Staff rather than supported by solid facts and certain analysis intended to engage your best reasoning, judgment and reflection over time. That may be occurring here. Several unusual deferences to the Applicant and errors in the Staff Report point in this direction, some of which are the following:
1. The Staff Design Review Summary dated November 2, 2011, concludes as a Finding of Fact the following: “7. A plat amendment combining these multiple lots will be required prior to building permit issuances.” However, a building permit was issued without the plat amendment and work on that permit has progressed for several months. See recent photo of work in progress as Exhibit F attached.
 2. In my experience, it is only after my clients receive Planning Commission action that the matter is then scheduled on the City Council Agenda. Here Staff is so overly confident of your approval that it has already scheduled for it final action by the City Council on the May 17, 2012 agenda. Why is this being rushed without sufficient time for analysis and reflection?

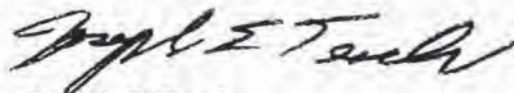
3. Lip service has been given that the Applicant desires to work with its neighbors. But those words are empty. Working with the neighbors would have occurred before the requested plat amendment was filed and before a building permit was issued, not after.
4. The Staff Report ("Report") is slanted and full of errors.
 - a. The Report wrongly concludes that the plat amendment is not governed by the HR-2 Sub-A requirements. It is subject to those code requirements.
 - b. In more than one place, the Report concludes that there are no structures on the HR-2 lots. As Exhibits F and G show (dark blue), this is incorrect. Moreover, the HR-2 lots have a nonconforming parking lot constructed around 1993-1994.
 - c. Staff has advised me that it cannot require the Applicant to remove the non-historic 1992 Addition that encroaches into the HR-2 lots. A different result occurred in the spring of 2007 when the City did require it and this discrepancy needs to be resolved.
 - d. Both the HBC and HR-2 zones permit only a single emergency-only exit door from the HBC to the HR-2 lots. The 1992 Addition has four (4) doors. Why?

CONCLUSION

No good cause exists for the requested plat amendment. All that has to happen is for the Applicant to construct its improvements in a way so that all of the pedestrian and parking traffic are funneled to Main Street. This is easy to do as the Historic Building is now in the process of reconfiguration including an elevator servicing all four floors and it can easily accommodate a stairway as a secondary emergency exit. Of course, as part of the approval process, the 1992 non-historic addition encroaching onto the HR-2 lots, now unnecessary, should be removed as should the nonconforming parking lot. Therefore, this Application should be denied as failing to demonstrate good cause.

However, if you are not yet ready to deny it, it should be continued for an additional public input meeting until these issues can be resolved.

Sincerely,
Tesch Law Offices, P.C.



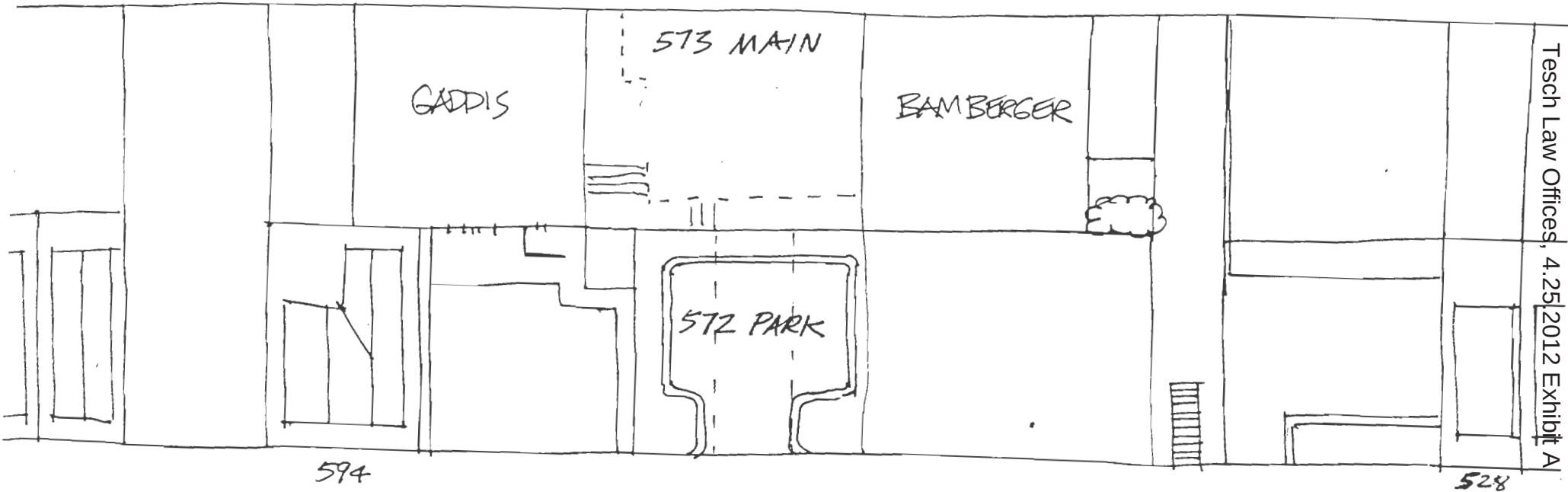
Joseph E. Tesch

JET/tw
Enclosures

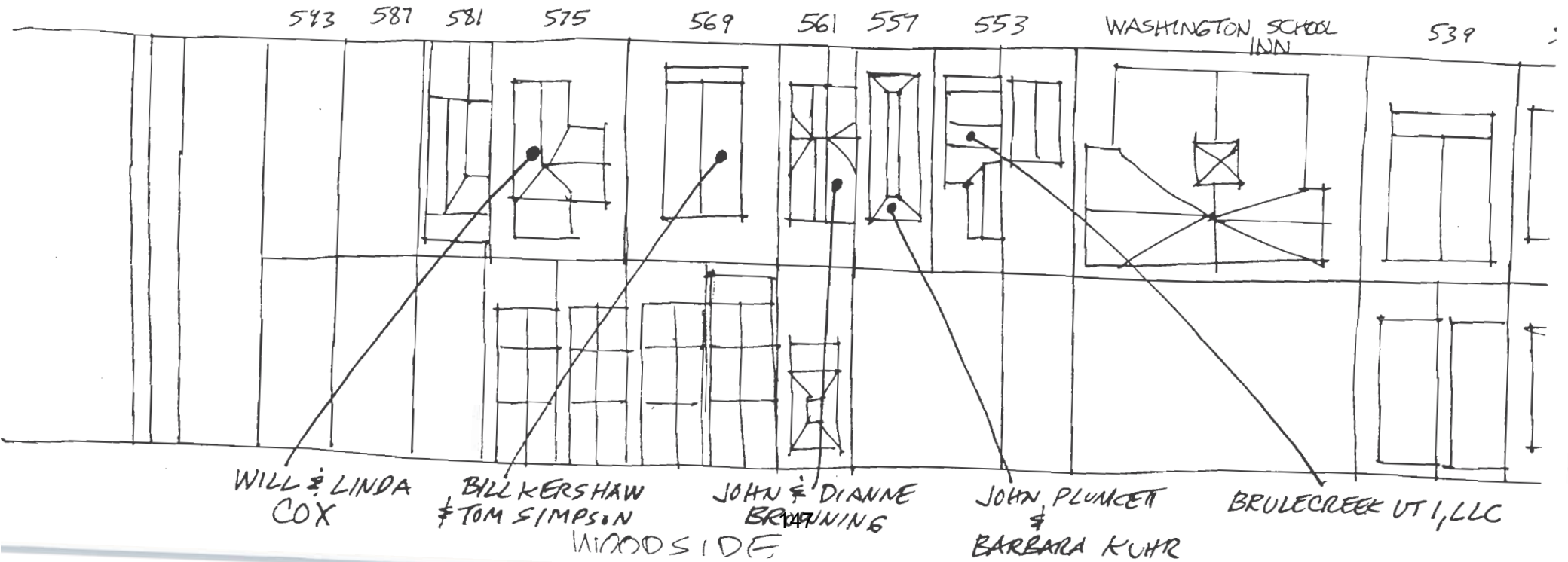
cc: Francisco Astorga
Polly Samuels McLean

MAIN STREET

Tesch Law Offices, 4.25.2012 Exhibit A

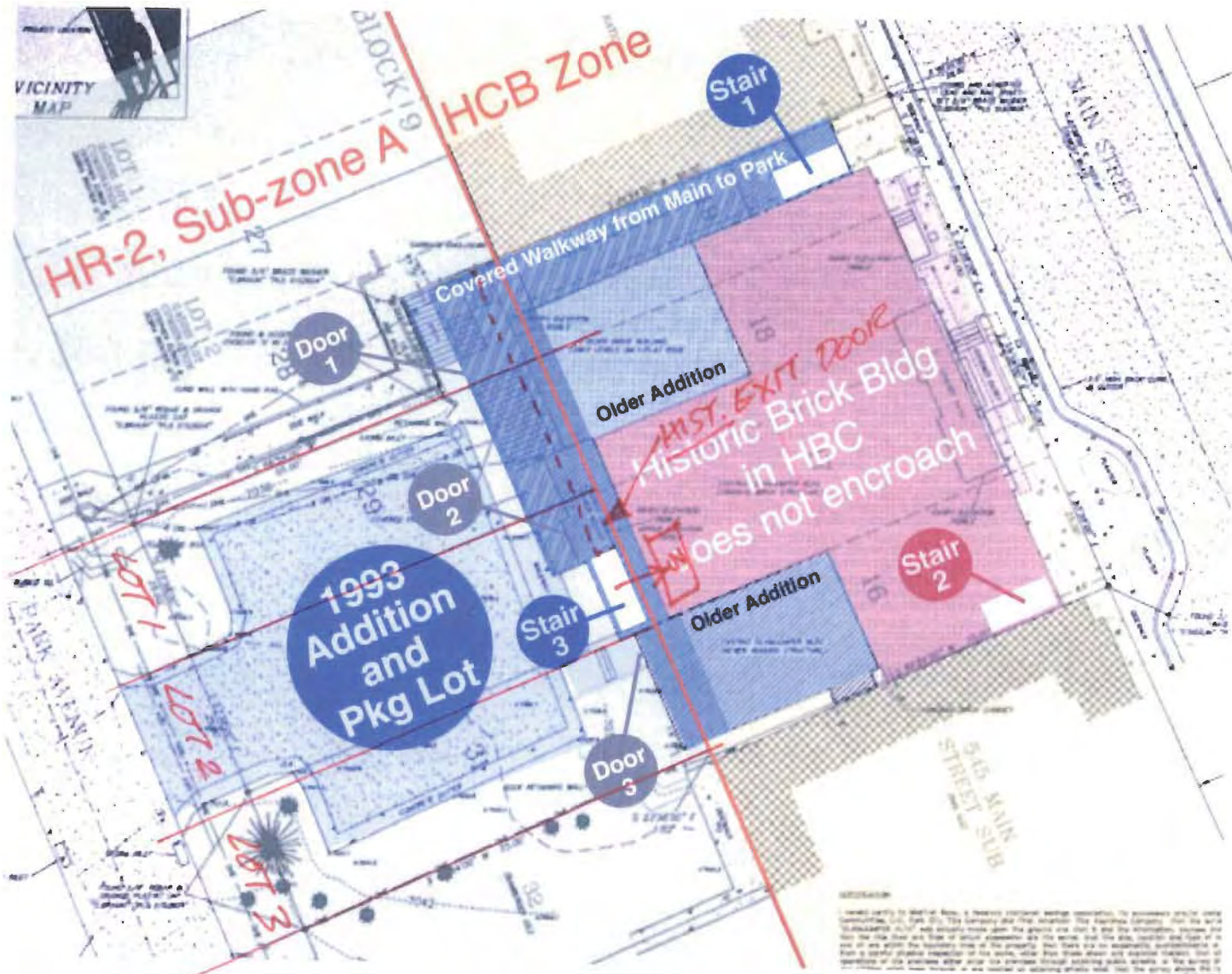


PARK AVENUE









3 BUILDABLE
PARK AVE LOTS

Historic District Commission
Meeting of October 5, 1992
Page 3

Planner Lykes volunteered to call the applicants when an appraisal was received and emphasized that this should be ready for further review or a possible decision on October 19.

Since this was an update only no motion was required.

2. Continued design review of single family residence at 405 Ontario, Lance Kincaid

Planner Lykes reminded the HDC that, as pointed out in the packets, plans had not been received in time for this meeting so this application will be tentatively scheduled for October 19, 1992.

Chairperson Cote asked that Planner Lykes update Mr. Kincaid about where he is with his approvals so that he will know how to proceed if he waits until next year.

MOTION: David White moved to continue the design review of single family residence at 405 Ontario. Motion seconded by Chris Larson. Motion carried.

VI. NEW BUSINESS

1. Design review of renovation and addition at Claimjumper Hotel, 573 Main Street, Gary Accord

Planner Lykes commented that Chief Building Official Ron Ivie had come in during the work session that evening and updated the HDC on the history of this building and what is currently happening with it.

Planner McIntyre advised the HDC that Gary Accord had brought in revised plans which were slightly different from those in the packet. Planner McIntyre reminded the HDC that the building is being threatened with condemnation unless it can be brought up to an acceptable safety level.

Planner McIntyre stated that this application is for design review of two additions to the building for stairs. One addition is on the north side of the building, the other is on the back. Both additions are the result of life/safety requirements.

Jacquie Cote interjected that Mr. Ivie had advised the HDC that if these additions cannot be made to work, the building will go.

Planner McIntyre reminded the HDC when she had reviewed this preliminarily with them, they had been concerned over the use of the siding materials and why brick could not be used to match the

existing exterior walls. Both Gary Accord and Ron Ivie agree that the building does not have the strength to accommodate brick.

Mr. Accord explained that it is a seismic issue. Sheer block tests were done on the walls to determine their strength in all directions. Brick veneer or masonry construction would add substantially more dead weight or mass to the building. Mr. Accord explained that much of the old plaster is being torn out of the upper two floors to eliminate dead weight.

Mr. Accord stated that the stair tower additions are wood frame with wood siding. The wood siding will be detailed to be reflective of the Main Street elevation.

A discussion followed prompted by Mr. White on whether the use of masonry would be impossible to use or prohibitively expensive to use. The owner is operating with a \$500,000 budget for structural improvements. Gary Accord commented that masonry could be used if costs were not a factor and in that case the back stair tower would need to be free-standing and the other have a seismic joint against the building so as not to further burden the existing structure. In response to Mr. White, Mr. Accord verified that the frame stairways will be fastened to the building.

Mr. Accord gave a brief description of the condition of the masonry around the building. He explained that sheer block tests had been done on the building to analyze the strength of the existing bricks. He advised that if the stair tower additions are wood-frame and they eliminate all of the old plaster, asbestos ceilings, and as much other dead weight and mass as is feasible, then the structural work inside the building will be to attach the floor diaphragms and the roof diaphragms to the exterior brick walls. This will make the exterior brick walls the sheer resisting elements in the building.

In response to Jacquie Cote, Mr. Accord advised that they will tuck-point the existing brick on the front of the building. The towers will be painted an accent color to match the accent brick which currently exists on the building.

Mr. Accord went over the various elevations with the HDC, explaining where the stair tower additions would be located. He explained that the second and third floors of the building would be used as office space.

Mr. Accord advised that the north side of the building is the only area where a stair tower can be constructed which goes from the basement to the top of the building. Not only will this give the upper levels of the building a main street access but will leave enough space for an elevator shaft for ADA requirements.

Historic District Commission
Meeting of October 5, 1992
Page 5

In response to Chairperson Cote, Mr. Accord stated that four existing parking spaces will be lost with this plan but the site plan calls for additional parking on the Park Avenue side.

Since there was no further discussion, Chairperson Cote asked for a motion.

MOTION: Chris Larson moved to approve the design for two stair additions for the Claimjumper Hotel at 573 Main Street with the following conditions:

1. The architectural details of the building shall match the existing in terms of colors, windows, and trim. Materials shall not be required to match, but will meet the requirements of the Building Code.
2. This approval is for design only. The additions shall meet all other requirements of the Land Management Code and Building Code.

Motion seconded by David White. Motion carried.

At approximately 6:00 PM the meeting was adjourned.

Approved: _____ Date: _____
Chairman

10/5.

1. Get clarification on vesting to HDC. when filed complete bldg permit app
2. Notes to file:

(Ron re: Claim jumper:

2 years in negotiation of upgrade or condemnation structural & fire code upgrades = \$500,000.

He is satisfied public-safety-wise with what they are doing. Meets the "old building" codes. It built of masonry (stairs), economics is a problem - have already spent half million dollars. Frame vs. masonry = \$10,000 of dollars.

3. Juice hired.
4. Trust conference
5. Work Session projects

Chris - demolition proactive - advertising -

- who are lot owners ~~interested~~ interested in moving in a house?

- groups which renovate.

(A) ← do a mailing.

(B) public service announcement.

(C) loan guarantees / construction loans & in concert w/ employee housing / rent restrictions. formalize the process.

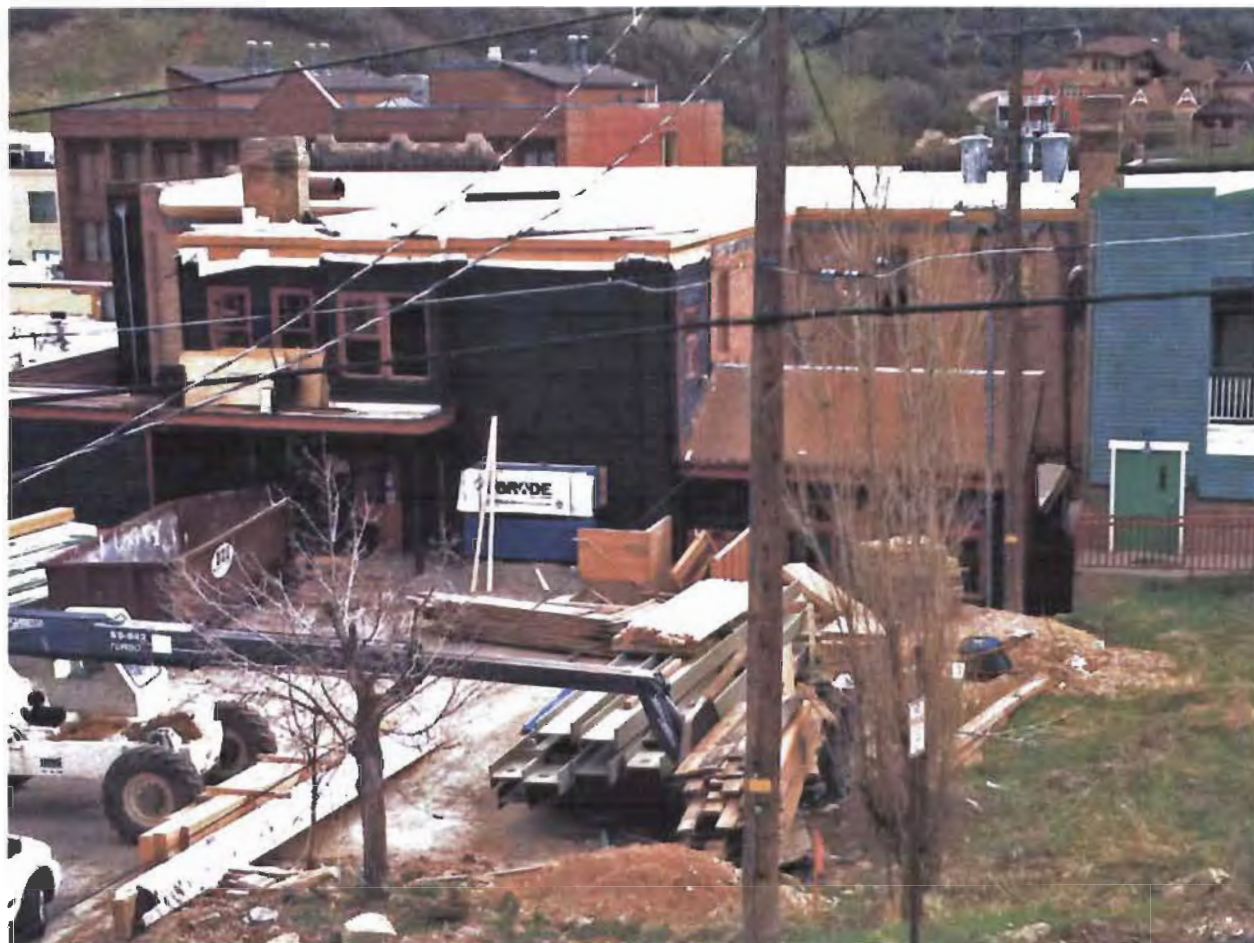
Jacquin

(A) ~~landmark~~ landmark bldgs. protection
Kearns mansion, etc.

(B) ID historic structures outside of HD -
or extend HD.

(C) no paint on second grants - promote people doing their own upkeep. no grants





WHEN RECORDED RETURN TO:

Thomas G. Bennett
Ballard Spahr Andrews & Ingersoll, LLP
201 South Main Street, Suite 600
Salt Lake City, Utah 84111

ENTRY NO. 00815455

06/07/2007 02:30:24 PM B: 1870 P: 0082

Covenant PAGE 1 / 4

ALAN SPRIGGS SUMMIT COUNTY RECORDER

FEE \$ 16.00 BY PARK CITY TITLE



COVENANT NOT TO BUILD

THIS COVENANT NOT TO BUILD (this "Covenant") is made as of this 23rd day of May 2007, by 573 MAIN STREET, LLC, an Arizona limited liability company ("Grantor").

RECITALS

A. Grantor is the owner of the real property located in Park City, Summit County, Utah as more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Grantor Property").

B. As a condition for receiving a building permit for improvements at the Grantor Property, Park City has requested that Grantor agree not to build on certain portions of the Grantor Property as indicated on Exhibit "A" (the "No-Build Portion").

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor covenants as follows:

COVENANT

1. Covenant Not To Build. Grantor hereby covenants not to build any vertical improvements on the No-Build Portion of the Grantor Property. This covenant applies only to improvements above ground and does not apply to any improvements below grade.

2. Reservation of Rights. Grantor reserves unto itself forever the right to place or grant easements, including, but not limited to, easements for utilities and maintenance, along, above, below or across the No-Build Portion of the Grantor Property.

3. Run with the Land. All provisions of this Covenant shall run with the land and be binding on Grantor and its respective successors in title to the Grantor Property.

4. Descriptive Headings. The descriptive headings of the sections hereof are inserted for convenience only and shall not control or affect the meanings or construction of any provisions hereof.

5. Governing Law. This Covenant is entered into in and shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles.

6. Recitals and Exhibits Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference. The Exhibit attached to this Covenant is incorporated herein by this reference.

7. Counterparts. This Covenant may be executed in two or more counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Covenant has been entered into as of the day and year first above written.

GRANTOR:

573 MAIN STREET, LLC, an Arizona limited liability company

By: 573 Main Street Investments, LLC, an Arizona limited liability company

By: _____
Name: David C. Dewar
Its: Manager

STATE OF Arizona)
:ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 23rd day of May, 2007 by David C. Dewar, the Manager of 573 Main Street, LLC, an Arizona limited liability company, on behalf of the company.

Stephanie Lee Martensen
Notary Public

My Commission Expires:

Mar. 25, 2010



Exhibit "A"

Depiction of No Build Portion

10.00 FOOT WIDE NO BUILD EASEMENT

BEGINNING AT THE EASTERLY MOST CORNER OF LOT 2 OF GADDIS LOT COMBINATION PARK CITY SURVEY SUPPLEMENTAL AMENDED PLAT OF BLOCK 9 OF THE PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (ENTRY NO. 467510), SAID POINT ALSO BEING ON THE NORTHEASTERLY PROPERTY LINE OF LOT 28 OF BLOCK 9 OF THE PARK CITY SURVEY; AND RUNNING THENCE SOUTH 23°38'00" EAST ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID LOT 28 AND LOTS 29, 30 AND 31, A DISTANCE OF 93.94 FEET TO THE EASTERLY MOST CORNER OF LOT 31 OF SAID BLOCK 9; THENCE ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID LOT 31, SOUTH 66°54'00" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 23°38'00" WEST A DISTANCE OF 93.94 FEET TO THE SOUTHEASTERLY PROPERTY LINE OF SAID LOT 2; THENCE NORTH 66°54'00" EAST ALONG SAID SOUTHEASTERLY PROPERTY LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

PC-133

BEGINNING AT THE EASTERLY MOST CORNER OF LOT 2 OF PARK CITY SURVEY SUPPLEMENTAL AMENDED PLAT OF BLOCK 9 OF THE PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (ENTRY NO. 467510), SAID POINT ALSO BEING ON THE NORTHEASTERLY PROPERTY LINE OF LOT 28 OF BLOCK 9 OF THE PARK CITY SURVEY; AND RUNNING THENCE SOUTH 23°38'00" EAST ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID LOT 28 AND LOTS 29, 30 AND 31, A DISTANCE OF 93.94 FEET TO THE EASTERLY MOST CORNER OF LOT 31 OF SAID BLOCK 9; THENCE ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID LOT 31, SOUTH 66°54'00" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 23°38'00" WEST A DISTANCE OF 93.94 FEET TO THE SOUTHEASTERLY PROPERTY LINE OF SAID LOT 2; THENCE NORTH 66°54'00" EAST ALONG SAID SOUTHEASTERLY PROPERTY LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.



10 FOOT WIDE NO BUILD EASEMENT EXHIBIT 573 MAIN STREET SUBDIVISION			DESIGNED BY: ADM CHECKED BY: ADM DESIGNED BY: ADM		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">REVISIONS</th> </tr> <tr> <th style="text-align: center;">DATE</th> <th style="text-align: center;">BY</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	REVISIONS		DATE	BY																	Evergreen Engineering, Inc. Civil Engineering • Land Surveying • Land Planning 10000 Main Street • Suite 100 • Littleton, CO 80120 P.O. Box 2000 • Littleton, CO 80120 • 303-761-1000 Fax: 303-761-1001 • Email: info@evergreeneng.com Website: www.evergreeneng.com
REVISIONS																										
DATE	BY																									
573 MAIN STREET, LLC		10000 MAIN STREET, LLC	10000 MAIN STREET, LLC																							

Francisco Astorga

From: John Browning <jb@poplar.com>
Sent: Wednesday, April 25, 2012 5:49 AM
To: Francisco Astorga
Cc: Thomas Eddington; Kayla Sintz
Subject: Plat Amendment Application PL-10-01105, 573 Main Street and 572 Park Avenue

Dear Sirs,

We have been homeowners at 561 Park Avenue for three years and I am writing to oppose the proposed Plat Amendment PL-10-0110 and associated change of use for the Park Ave lots. I am particularly opposed to granting parking permissions for a Main Street lot on Park Ave. This is contrary to both the letter and spirit of planning regulations, and it represents further encroachment of Main Street's commercial activities on to what is zoned to be an historic residential area on Park Avenue.

While I understand that the developer of 573 Main proposes to reserve the parking for residential use, our experience of the informal parking now taking place on 572 Park Avenue suggests that this restriction will be unenforceable. In theory, as I understand it, the parking and use of the rear entrance of 573 Main was meant to be for special events at Sundance only. In practice, the lot is used year-round, for commercial, construction and I-just-can't-find-anywhere-else-to-put-the-car casual use. It considerably increases traffic and congestion on Park Avenue, and should be eliminated -- not legitimised. Things would only get worse in time if the Park Avenue lots in this plat amendment were ever developed, as they too would presumably bring their own parking. Park Avenue already struggles to manage its own cars, bringing in Main Street's would threaten the historical nature of the district -- which we homeowners are investing to maintain -- and the quiet enjoyment of our homes.

I further believe the proposed plat amendment to be based on an error of fact. 573 Main Street is proposed to be allowed to encroach on Park Avenue lots because it is "an historic structure." The Claimjumper certainly is an historic structure, and I would be delighted to see it brought back to something of its former glory. But the bits encroaching on to Park Ave lots are not. They are ad hoc modern additions. Strict enforcement of planning regulations would have them torn down. Even if the City does not wish to be that draconian, it seems very wrong to use past violations of planning regulations to try to legitimise future violations of the spirit of the code. In theory, planning is meant to maintain the distinction between commercial Main Street and residential Park Avenue. This would blur it.

I grew up in Ogden, and have been visiting Park City since the opening of the then-shiny-new gondola in the mid-1960s. We hope, over time, to become more than part-time residents. I am also well aware of the difficult trade-offs planning must make between preservation and development. But the historic town center is what makes Park City distinctive. As residents, we try very hard to keep our houses in a way that preserves the traditions of the place, and is alluring for visitors as well as nice for us. But we need the City's help in ensuring that the specialness of the neighborhood isn't eroded away, planning compromise by planning compromise. I would therefore ask the Planning Department to:

* Deny the requested plat amendment for additional parking on Park Avenue. Even for residential use, it would seem against the spirit and letter of the code to shift Main Street traffic on to Park Avenue. Worse, experience suggests that it would be impossible to restrict usage to residential purposes only. And in the longer term, development of the Park Avenue lots would create a wall of parking on the eastern side of Park Avenue that would harm to historic beauty of the neighborhood.

* Amend the planning report and relevant documents to note that the structures pushing over the boundary line from the Main Street to the Park Avenue plats are not historic, but 1980s and 1990s additions. Without clarity on what is and is not historic, the compromises and violations of the past will be compounded into the future, until there is no historic character left.

* Continue to work closely with the developer of 573 Main to ensure that the development of the ClaimJumper is one that we can all be proud of, rather than a constant source of complaint. That includes maintaining and enhancing the historic character of the building, preventing future noise issues, and also preventing structure and usage violations that would encourage commercial and service traffic on Park Avenue.

For the long term, everybody's interest -- and property values -- lie in maintaining the unique historic character of Park City: the quiet liveability of Park Avenue, the commercial bustle of Main Street and the dividing line between them. The City's planning regulations devote considerable detail to this task. I would ask you to enforce them.

with best regards,

John and Dianne Browning

.....

John Browning

t: +44 20 7700 1230 f: +44 20 7700 5255

Francisco Astorga

From: Will & Linda Cox <wlcox@northrock.bm>
Sent: Tuesday, April 24, 2012 5:58 PM
To: Francisco Astorga
Cc: Thomas Eddington; Kayla Sintz
Subject: Fwd: Plat Amendment Application PL-10-01105 - 573 Main Street and 572 Park Avenue

Attn: Planning Dept

Fairy Isles Ltd. owns 575 Park Ave across from 572 Park Ave since 2002. We completed a substantial renovation a year ago and willingly complied with many Historic issues throughout the construction. It is incumbent on the Planning Department to insist any construction on the upper Park Ave also adhere and conform to the Historic code. We are concerned that the LMC has not been properly applied to this plat amendment application. Likewise, there are a number of incorrect facts and omissions in the Staff Report. These mistakes have led to incorrect analysis, recommendations and Findings of Fact. We urge The City to get the facts corrected before any meaningful analysis and recommendations can take place. In an effort to protect ourselves and other owners on the street, we have engaged Joe Tesch, who will represent the homeowners in the immediate area.

Some of our specific concerns are:

- The report claims incorrectly that the Historic Building encroaches into the HR-2 lots. That is incorrect, as is clearly noted on the applicant's site plan. Only the non-historic addition encroaches into HR-2.
- The report states that the HR-2 lots currently exist without any structures. That is incorrect as can also be seen on the site-plan. Both the non-historic addition and the 1993 commercial parking lot are non-conforming uses and structures on the HR-2 lots.
- The existence of the non-historic encroachments triggers the Special HR-2A Requirements, contrary to the Staff Analysis.
- The report omits the fact that there are currently 4 rear doors to the building, when only one is permitted by code.

We are hopeful The City will do the due diligence on this Plat Amendment application in question on the East side of Park Ave (HR-2, Sub-Zone A) and where to the code that is in place.

Respectfully,

Will and Linda Cox
lcx@northrock.bm

Francisco Astorga

From: kirsten ehrich <kirstenehrich1@gmail.com>
Sent: Wednesday, April 25, 2012 8:14 AM
To: Francisco Astorga
Cc: Thomas Eddington; Kayla Sintz
Subject: Plat Amendment concerns re: 573 Main Street

Park City Municipal Corporation
443 Marsac Avenue
Park City, UT 84060

To: Park City Planning Commission
c/o Francisco Astorga

Re: Plat Amendment Application PL-10-01105
573 Main Street and 572 Park Avenue

We are the future owners of 553 Park Avenue, facing the rear of 573 Main Street. We are currently investing a substantial sum to rebuild and preserve the historic building, before we move in and take full ownership. As such, we are also part of the group represented by Joe Tesch, and are concerned that the LMC is not being properly applied to this plat amendment application.

There are a number of incorrect facts and omissions in the Staff Report. We believe these mistakes have led to incorrect analysis, recommendations and Findings of Fact. These errors, if left unchecked, will drastically affect the quality, value and use of our residential neighborhood. We ask the City to re-examine and correct these facts before any meaningful analysis and recommendations can take place.

Here are a few examples of the reports inaccuracies:

- The report claims incorrectly that the Historic Building encroaches into the HR-2 lots. That is incorrect, as is clearly noted on the applicant's site plan. Only the non-historic addition encroaches into HR-2.
- The report states that the HR-2 lots currently exist without any structures. That is incorrect as can also be seen on the site-plan.
- Both the non-historic addition and the 1993 commercial parking lot are non-conforming uses and structures on the HR-2 lots.
- The existence of the non-historic encroachments triggers the Special HR-2A Requirements, contrary to the Staff Analysis.
- The report omits the fact that there are currently 4 rear doors to the building, when only one is permitted by code.

The Code commits to “ensure improved livability of residential areas around the historic commercial core” (15-2.3-1G) and to “minimize impacts of Commercial Uses on surrounding residential neighborhood” (15-2.3-1K) For years, Park Avenue residents have had to live with the commercial code violations on the East Side of Park Avenue (HR-2, Sub-Zone A). We believe this Plat Amendment application presents the best, and perhaps the only opportunity, for the City to Fix all the code violations in HR-2, which is, after all, the intent of the code.

Our five homes directly face the rear of 573 Main, and collectively represent a \$6 to \$8M investment spent over 20 years, to help preserve and improve Park City's Historic District. This section of Park Avenue has become a jewel in Old Town, frequently being photographed and used for materials promoting the beauty and quality of life in Park City. The decision the City now faces could compromise the future of a quintessentially historic and quaint Park City neighborhood.

All of us as home-owners, taxpayers, and voters rely on the City to enforce the LMC as strongly as possible, both to preserve and improve the residential quality of life on Park Ave, and to equally protect the value of our investments. Our investments are based on the strength of the LMC prohibitions against commercial activity on upper Park Avenue. We expect City enforcement of the code to be equally strong.

Sincerely,

Peter and Kirsten Ehrich

Francisco Astorga

From: John Plunkett <john@plunkettkuhr.com>
Sent: Wednesday, April 25, 2012 11:43 AM
To: Francisco Astorga
Cc: Thomas Eddington; Kayla Sintz
Subject: Plat Amendment concerns re: 573 Main Street

Park City Municipal Corporation
443 Marsac Avenue
Park City, UT 84060

To: Park City Planning Commissioners

c/o Francisco Astorga

Re: Plat Amendment Application PL-10-01105
573 Main Street and 572 Park Avenue

Dear Commissioners,

We are the owners of the historic home at 557 Park Avenue, where we've lived and worked since moving to Park City, in 1991.

During these 20 years, we've restored five historic homes on Park Avenue and Woodside, and are currently redoing the house next door at 553 Park Avenue for a client. We also worked closely with the City for five years, to help get upper Park Avenue rebuilt with sidewalks and a dedicated parking lane.

The renovation of the street in 1994 spurred others to reinvest in the historic homes on Park Avenue, and we're proud to have had in hand in making the street a better place to live, and perhaps the most intact and well-maintained street in Park City's Historic District.

But during these 20 years we've also had to fight to keep the HR-2 zone across the street from becoming just another Swede Alley for service, parking and deliveries to Main Street. The code is clear: HR-2 (Sub-zone A) is meant to have residential only Uses, and all Commercial Uses are Prohibited. The problem is, there has been very little enforcement of the code.

Right now with this Plat Amendment application, the Planning Commission has a great opportunity to set things right, and bring this 573 Main St property back into compliance with the HBC and HR-2 zones, the way it was when we moved here in 1991. We'll let Joe Tesch speak to that, as he represents us and our neighbors in this Public Hearing.

What we'd like to do though, is point out that the Planning Commission also has an opportunity to make sure that the proper, legal Public Process is followed by the City. The LMC is clear: 15-1 -11.(C) states that "Plat Amendments and Subdivisions must be reviewed pursuant to LMC Chapter 15-7". **No Building Permit may be issued prior to such an approval."**

Somehow, in spite of the code, this applicant has already received an HDDR approval and several Building Permits, and is well under way to completing the project that you and the Public are only seeing for the first time tonight. This makes a mockery of Park City's public process, and undercuts the powers of the Planning Commission as well.

We hope you will take the opportunity tonight to correct this terrible mistake, and instruct the Building Department to rescind these clearly illegal Building Permits. The applicant should be required to wait to apply for a building permit until AFTER they receive an approved Plat Amendment, just like the LMC requires and just like everybody else in town has to do.

Thanks for your consideration,

Sincerely,

John Plunkett and Barbara Kuhr

Francisco Astorga

From: Rick Van Dresser <Rick.VanDresser@huntington.com>
Sent: Wednesday, May 23, 2012 7:48 AM
To: Francisco Astorga; Thomas Eddington
Subject: Developer proposal for 573 Main Street

Dear Mr. Eddington and Mr. Astorga,

I understand the commercial project at 573 Main Street will be reviewed by the Planning Commission on this day.

As a homeowner with members of my family of 568 Woodside, the back of our vacation home overlooks the back entrance and parking area of 573 Main Street, and we are very concerned that traffic and noise could become a problem. Our vacation home stays busy between family use and vacationers who rent our home to come and enjoy Park City's wonderful combination of outdoor activities followed by dining and shopping on Main Street. Our home has a rear deck which affords a wonderful view of much of Old Town, and yet is not exposed directly to the noise and traffic of Main Street.

We strongly encourage that the developers of 573 Main Street be restricted to offering only the Main Street entrance to visitors, that the HVAC equipment on the roof be shielded, and that the noise and activity that will surely result from customers having a good time all be directed towards the Main Street side of the building and not the residences behind on Park Avenue and Woodside.

Thank you for your consideration.

Rick Van Dresser
Birmingham, Michigan

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Francisco Astorga

From: John Plunkett <john@plunkettkuhr.com>
Sent: Tuesday, June 19, 2012 3:25 PM
To: Francisco Astorga
Cc: Patricia Abdullah
Subject: Public Input re: 573 Main St and 572 Park Ave Plat Amendment

To the Park City Planning Commission, c/o Francisco Astorga

Dear Planning Commission Members,

We're writing on behalf of the five Park Ave property owners whose homes face the rear of this Main Street commercial building. We are all also represented by attorney Joe Tesch.

At the April 25 hearing we were pleased that the applicant requested a continuance from you, so that they could 'work with the neighbors' to address our concerns. Imagine our dismay then, when over a month later they informed us that they're not willing to change a thing.

At this point, all we can do is place our trust in the Planning Department and Commissioners to require this applicant to comply with Park City's LMC. If there is going to be a year-round Main Street nightclub like the Bing Bar, surely the LMC should be applied to mitigate its impacts on the surrounding residential neighborhoods as much as possible. That's all we ask.

We'd like to respond here to attorney Joe Wrona's May 31 letter. We'll address his specific points lower down, but first it is important to note that his letter fails to address the newly-discovered facts we provided the Commission regarding the 1992 non-conforming addition. It also fails to address our contention that No Good Cause exists for allowing the addition to continue to encroach onto the HR-2 lots, and to cover the rear of the historic building.

But most importantly, Mr Wrona fails to address the underlying reason for our concerns, namely the illegal use of the Park Avenue rear exit-only doors as Commercial Entrances and Service Doors for the Bing Bar nightclub, during the last two Sundance Film Festivals.

In fact it would be helpful in considering this Plat Amendment, if the applicant could confirm that they either do or don't intend to use the entire building for special events on a year-round basis, as they have for the Bing Bar, and as appears to be the case from viewing their plans.

For the Commission's reference, here is a summary of our concerns:

1. Adjusting lot lines does not cure the Structure and Use encroachments that run across the underlying zoning, from the HCB zone into HR-2, Sub-Zone A.
2. The 1992 addition is non-historic and should be removed. Now that the historic building has been stabilized, the stairway can be safely put inside it, rather than outside on the Park Ave lots. This will cure the 1992 encroachment that was made for The Purpose of Preserving the Historic Structure in the HCB.
3. The double-door, rear 'entrance' must revert to an exit-only door with an alarm, as per code. It should also be a single door, the same as it is in the historic building.

4. Therefore the exit door cannot also double as a 'residential only' entrance — Residential parkers will need to access the HCB building from a legal entrance within the HCB, which they can access via the covered walkway that connects the Park Ave lots to Main Street.

5. There is Good Cause to Remove the 1992 addition and restore the Hist Building and Site within the HBC zone, which will in turn make all three Park Ave residential lots once again legal, buildable lots – instead of the two sub-standard lots proposed.

6. Most importantly, given the last two year's Bing Bar experience, there is Good Cause to mitigate the effects of a Main St nightclub's noise and outdoor mechanical systems on the surrounding, uphill neighborhoods.

(LMC 15-2.6-10 speaks to this: "Mechanical Service. All exterior mechanical equipment must be Screened to minimize noise infiltration to adjoining Properties and to eliminate visual impacts on nearby Properties, including those Properties **located above the roof tops of Structures in the HCB District.**")

Regarding the potential impacts that Mr Wrona's letter refers to, Lighting, Noise and Traffic, there is no way to evaluate his claims at this time, as the applicant has not yet filed a Proposed Site Plan, Lighting Plan, or Outdoor Mechanical Equipment Plan. These will be of great concern to us though, once they have been submitted.

Lastly, regarding Mr Wrona's opinion of Visual Impact, the only eyesore that we Homeowners face is the 1992 wooden addition that hides the historic brick hotel. We would welcome the reappearance of the Historic brick Building, the restoration of the three HR-2 residential lots, and especially the return of all commercial uses back inside the HCB zone where they are allowed.

Thank you for your consideration of our concerns.

Sincerely,

John Plunkett & Barbara Kuhr, 557 Park Ave, on behalf of:

Will & Linda Cox, 575 Park Ave

Bill Kershaw & Tom Simpson, 569 Park Ave

John & Dianne Browning, 561 Park Ave

Brulecreek UT 1, LLC, 553 Park Ave



May 31, 2012

Joe Tesch
TESCH LAW FIRM
314 Main Street
2nd Floor
POB 3390
Park City, UT 84060

Re: 573 Main Street Plat Amendment

Dear Joe:

My clients have carefully reviewed the staff report, and they have considered your clients' requests. Unfortunately, it appears that your clients want to use the Plat Amendment Application as an opportunity to essentially demolish substantial portions of the ClaimJumper Building. The purpose of the Plat Amendment is to enhance the ClaimJumper, not to tear it down.

In my opinion, the ClaimJumper Plat Amendment mitigates the impact of the ClaimJumper's presence on Park Avenue. For instance, the proposed Plat Amendment reduces three (3) building lots on Park Avenue down to two (2) building lots, and the Plat Amendment reduces an eight (8) car parking lot down to two (2) restricted parking stalls. These changes directly benefit the Park Avenue neighborhood behind the ClaimJumper Building.

With regard to the impact of the ClaimJumper on Park Avenue, I perceive four (4) categories of potential impacts: 1) light; 2) noise; 3) traffic; and 4) visual appearance. I will address the Plat Amendments' effect on each of those potential impacts below.

1. Lighting. With regard to night lighting, the ClaimJumper Plat Amendment will not increase night light on Park Avenue; therefore, I do not perceive that lighting is even an issue.
2. Noise. The Plat Amendment will not increase noise on Park Avenue. If anything, the Plat Amendment reduces noise on Park Avenue because the eight stall parking lot is being replaced with two dedicated parking stalls, and three building lots are being reduced to two lots. These changes reduce the noise on Park Avenue, not the other way around.
3. Traffic. Traffic on Park Avenue is mitigated by the Plat Amendment. Currently, automobiles are able to access an uncontrolled eight car parking lot on Park Avenue and those automobiles travel up and down Park Avenue at will. The Plat Amendment proposes to replace the existing eight car lot with two dedicated stalls. The net effect of the Amendment on Park Avenue traffic is that ClaimJumper automobile traffic is dramatically reduced. I assume your clients think that is a good thing.

4. Visual Impact. The ClaimJumper Building is currently in sad condition, to say the least. No one likes looking at an abandoned building with a crumbling exterior. Re-platting the ClaimJumper Building and allowing it to be brought back to life with exterior resurfacing is precisely what Park City needs, and I hazard to say your Park Avenue clients are excited by this positive change.

In summary, I do not perceive how the 573 Main Street Plat Amendment adversely impacts the Park Avenue neighborhood in any way. The Plat Amendment benefits Park Avenue, and the Applicant would appreciate the support of its Park Avenue neighbors for the Plat Amendment.

Thank you for your attention and courtesy.

Very truly yours,

WRONA LAW FIRM, P.C.



Joseph E. Wrona

/nw

TESCH
LAW OFFICES
A Professional Law Corporation

PARK CITY

314 Main Street, Suite 200
P.O. Box 3390
Park City, Utah 84060-3390
Telephone: (435) 649-0077
Facsimile: (435) 649-2561

SALT LAKE CITY

Telephone: (801) 363-5111

HEBER CITY

2 South Main Street, Suite 2-D
Heber City, Utah 84032
Telephone: (435) 654-1550
Facsimile: (435) 654-1554

June 19, 2012

VIA EMAIL AND US MAIL

Joe Wrona
Wrona Law Firm, PC
1745 Sidewinder Drive
Park City, Utah 84060

Re: Claimjumper and Bingo Bar 573 Main Street Plat Amendment

Dear Joe:

Thank you for your letter dated May 31, 2012. I thought it deserves a response paragraph by paragraph so you are not left with any misunderstanding from lack of response that my clients agree or disagree with your positions.

With regard to your first paragraph wherein you indicate that the plat amendment process presented an opportunity for my clients to essentially demolish substantial portions of the Claimjumper building, that is a gross misstatement. The purpose of my clients objections to the retention of the non historic rear portion of the current Claimjumper building is that it is not historic and visually distracts from the original architecture and therefore removal will restore, in a more perfect way, the original Claimjumper building. A second reason is that it is an illegal addition since it violates the current ordinances and unlawfully encroaches onto the HR-2 Zone which does not permit commercial buildings. We are at a loss as to why your client does not wish to remove this unsightly addition and restore the original historic building. Lastly, as you know, the multiple doorways and double doorways in the unlawful addition also violate current Land Management Code. Under the Land Management Code, only a single door is permitted with sufficient barriers to eliminate the possibility of that door being used for commercial purposes.

With regard to your second paragraph indicating that in your opinion the plat amendment mitigates the impact of Claimjumper's presence on Park Avenue by reconfiguring their lots into two larger lots. We understand your opinion. However, my clients are in total disagreement.

My clients prefer the three building lots that are currently platted which are the usual, ordinary and preferred lot sizes for this zone. It adds to the smaller home visual objective of Old Town. The restriction of eight parking stalls down to two can be an advantage if, and only if, there are attractive barriers erected (landscaping, etc.) which would physically limit any more than two automobiles. In addition, the two parking spots must be physically restricted from any commercial traffic and that could only come from using a locked gate or some other device which permits only residential occupants of the residential condominiums to use those spaces. Otherwise, my clients believe that the ongoing abuses of the parking lot that have occurred with the same owners of the last few years will continue. There is an additional problem. Either the residential uses already have dedicated parking from locations other than Park Avenue or the proposal of two parking spaces only, is less than minimum required for residential units and could well increase the traffic and parking problems on Park Avenue.

With regard to your third paragraph which explains your perception of the impacts on Park Avenue residence, I will address those one at a time.

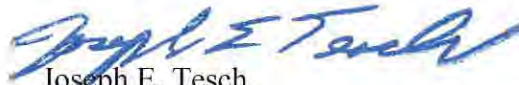
1. Lighting. Lighting is an issue, especially when the parking lot is being abused by use for commercial traffic. Your proposal does nothing to remedy this problem, but only indicates that it will not exacerbate it. When you ask for plat amendment, the conditions for that amendment should improve the situation, not simply allow a bad situation to continue.
2. Noise. Again, you indicate that a plat amendment will not “increase the noise” on Park Avenue. The problem is that the noise on Park Avenue has been a nuisance and an unnecessary and unlawful irritant to the residents of Park Avenue and also Woodside Avenue (as much of a noise flows uphill into the homes on Woodside Avenue). Your comments seem to concentrate only on traffic. That hardly begins to address major components of the problem. For instance, because there are four doors in the non historic portion of the Claimjumper building which encroach on the HR-2 Zone lots, during use of the commercial portion of the business and even after hours, employees and guests gather on the parking lot to smoke, tell jokes and generally engage in loud talking into the wee hours in the morning (and sometimes not so wee). That is why there must be absolute barriers which deny access to the back of the building currently protruding onto the HR-2 Zone lots from loitering, etc. Physical barriers are imperative. The Land Management Code allows only one single door. All of these issues need to be addressed in order to address the noise problem.
3. Traffic. Your conclusion that traffic will be “dramatically reduced” on Park Avenue is not shared by my clients as a result of past experience and a potential for continued abuse of even two parking spaces by use for commercial purposes. In addition, since one parking spot does not meet code requirements for each of the two residential units, it is likely that it will increase the traffic and parking problems along Park Avenue unless absolutely procedures are put into place which limit the use of those two parking spots.

4. Visual Impact. My clients are in full support of the Applicant in bringing the Claimjumper building "back to life" with "exterior resurfacing" as you note in your letter. We have no intention of interfering with that improvement of the historic structure. Unfortunately, the non historic addition on the back of the building actually detracts from bringing the historic building back to life. It also accommodates all of the problems that I have outlined above.

My clients also disagree with your summary. We agree that a plat amendment should and must occur with regard to the HCB Zone lots. As a condition, the Applicant should be required to come current with the Code in every other way. Since the Applicant continues to demand exceptions to the current Code, as we view it, which negatively impact them and the continued viability of Old Town, I believe that my clients oppositions are not only in your best interest, but in the interest of all of the residents of Park City.

Thank you for your letter dated May 31st and we hope that your client seriously considers these responses to the impact on the neighborhood and is willing to henceforth, meet the requirements of all Land Management and Building Code requirements and be good neighbors, as my clients are attempting to also be.

Sincerely,
Tesch Law Offices, P.C.



Joseph E. Tesch

JET/tw

cc: Park City Planning Commission
Francisco Astorga

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A Professional Law Corporation

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2 South Main Street, Suite 2-D
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Telephone: (435) 654-1550
Facsimile: (435) 654-1554

June 27, 2012

VIA HAND DELIVERY

Park City Planning Commission
PO Box 1480
Park City, Utah 84060

Re: 573 Main Street

Dear Planning Commission:

Due to the severe and multiple violations of the protections afforded my clients on Park Avenue by the Land Management Code, if you decide to approve the plat amendments proposed, we request the following conditions as a substitute to those proposed by staff (paragraphs 1-5 and 12 were lifted directly from the Staff Report). We also strongly suggest that these conditions be explicitly placed on the amended plat so as to insure their enforceability against this and all future owners.

Sincerely,
Tesch Law Offices, P.C.



Joseph E. Tesch

JET/tw
Enclosure

ADDITIONAL CONDITIONS OF APPROVAL
(to be placed on the Amended Plat)

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers will be required for new residential construction along Park Avenue.
4. A 10 foot wide public snow storage easement shall be provided along Park Avenue.
5. The parking easement on Lots 2 and 3 for the benefit of Lot 1 is only permitted to be used for the residential units. The parking easement shall not be used for commercial purposes.
6. The existing parking lot shall be removed by replacing the current parking surface with landscaping until homes are built on the HR-2 lots. A landscaping plan shall be approved by the City, but it shall be sufficient clearly to prohibit parking of any vehicles.
7. The easement from the two parking spaces on the HR-2 to the HCB shall be for use by the occupants of the residential units only and shall be a maximum of four (4) feet wide.
8. The upper two floors may only be used as residential properties and no commercial uses whatsoever shall be permitted. The interior build out of these residential units shall be such as to prohibit access from the commercial units to the HR-2 lots as required by the HR-2 Sub-Zone A.
9. Only one emergency single width exit only door with alarms may exist from the HBC to the HR 2 lots. All other exits must funnel the occupants into the HBC zone as per the HR-2 Sub-Zone A.
10. The two (2) parking spaces in the HR-2 Zone shall have significant exterior barriers prohibiting parking or vehicle traffic beyond those spaces; and a gate must be placed between the parking spaces and the access easement with a locking device allowing access only to the residential occupants.
11. Screening of roof mounted equipment and vents prohibiting visual and noise description for residential units behind and above the historic structure shall be constructed in conformance with the requirements of the Section 15-2.6-10 of the Land Management Code.
12. The property owner shall donate a preservation easement to the City for the Historic Structure before the plat is recorded



Telephone: (435) 649-0077

314 Main Street, Suite 200
P.O. Box 3390
Park City, Utah 84060-3390

Facsimile: (435) 649-2561

July 11, 2012

VIA HAND DELIVERY

Park City Planning Commission
PO Box 1480
Park City, Utah 84060

Re: 573 Main Street, Claimjumper - Plat Amendment

Dear Planning Commission:

Our office represents several homeowners on Park Avenue in the HR-2 Zone whose residences are directly impacted by the proposed plat amendments for 573 Main Street.

As the Planning Commission considers approval of the amended plat, please accept the attached proposed minor alterations to the conditions contained in the staff report's Draft Ordinance No. 12 attached hereto as Exhibit 1.

The attached redline version of Draft Ordinance No. 12 accurately reflects the Commission's intentions set forth in the DRAFT Planning Commission Meeting Minutes from June 27, 2012.

If the Commission approves the plat amendments for 573 Main Street, we respectfully suggest that the Commission adopt the conditions as set forth on Exhibit 1 and renew our request that these conditions are explicitly incorporated onto the amended plat so as to insure their continued enforceability.

Sincerely,
Tesch Law Offices, P.C.

A handwritten signature in blue ink that reads 'Joseph P. Barrett'.

Joseph E. Tesch
Joseph P. Barrett

Enclosures



EXHIBIT 1

Proposed Conditions of Approval - Draft Ordinance No. 12—

Conditions of Approval (Conditions 3-11 to be noted on the Amended Plat):

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers will be required for new residential construction along Park Avenue.
4. A 10 foot wide public snow storage easement shall be provided along Park Avenue.
5. The parking easement on Lots 2 and 3 for the benefit of Lot 1 is only permitted to be used for the residential units. The parking easement shall not be used for commercial purposes.
6. The existing parking lot shall be removed by replacing the current parking surface with landscaping until the residential structures are built on the HR-2 Lots. A landscaping plan shall be approved by the City, but it shall be sufficient to clearly prohibit parking of any vehicles. The existing parking lot shall be removed prior to plat recordation. The landscaping requirement would not be imposed until after renovation is complete.
7. The two (2) parking spaces in HR-2 District shall have a lockable controlled access prohibiting parking and of vehicle traffic beyond those spaces.
8. The easement from the two (2) parking spaces on the HR-2 to the HCB shall be for the use by occupants of the residential units only and noted on the Amended Plat.
9. Only one private access door for residential use may exist from the HCB District to the HR-2 District lots. All other exits must be for emergency access.
10. The property owner shall donate a preservation easement to the City for the Historic Structure before the plat is recorded.
11. The parking easement off Park Avenue shall be for the use of the residential units in Lot 1 only and noted on the plat.



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VOTE: The motion passed unanimously by the Commissioners who had attended the meeting on April 11th. Commissioner Pettit abstained since she was absent from that meeting.

PUBLIC INPUT

There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Commissioner Thomas commented on the project that was juried on Iron Horse Drive. Twelve students from the U of U graduate school of Architecture presented concepts for a hypothetical project in Park City. He has championed this for a long time and it was exciting to see it occur. Commissioner Thomas noted that three of the presenters would attend the Planning Commissioner work session on May 9th. He requested that the public be notified because it was a worthwhile effort and it was fun to see something outside of the box. Commissioner Thomas thanked Charlie and Mary Wintzer for making their property available for this project.

Director Eddington reported that the joint meeting with the Snyderville Basin Planning Commission was scheduled for Wednesday, May 30th at 6:00 p.m. The plan was to utilize someone from Envision Utah to facilitate that meeting as a general regional information provider.

Director Eddington stated that a joint meeting with the City Council was scheduled for Thursday, May 31st. Charles Buki would give his balanced growth report that evening.

Chair Wintzer stated that he would be out of town for both joint meetings.

CONTINUATION(S) – Discussion, Public Hearing and Possible Action

200 Ridge Avenue – Plat Amendment **(Application #PL-10-00977)**

Chair Wintzer opened the public hearing. There was no comment. Char Wintzer closed the public hearing.

MOTION: Commissioner Pettit moved to CONTINUE the 200 Ridge Avenue plat amendment to May 23, 2012. Commissioner Worel seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. 573 Main Street & 564/572 Park Avenue – Plat Amendment **(Application #PL-10-01105)**

Planner Francisco Astorga handed out copies of public input he received after the Staff report was prepared.

Planner Astorga introduced the applicant's representatives; Andrew Moran with Evergreen Engineering, Jonathan DeGray, the project architect and Joe Rona, legal counsel representing the applicant.

Planner Astorga reviewed the application for a plat amendment at 573 Main Street. He presented a copy of a survey of what used to be known as the Claim Jumper Site at 573 Main Street. The property owner also owns the three Park Avenue lots towards the rear. The plat amendment combines seven lots of record and a portion of two lots into three lots of record. Planner Astorga presented the County plat map and the zoning map, which showed the subject area.

Joe Rona, representing the applicant, stated that he learned that day that Joe Tesch was representing several neighboring lot owners who had concerns with this plat amendment. Mr. Rona remarked that in the spirit of being good neighbors, the applicant felt it was more appropriate to try and work with the Mr. Tesch and his clients to address the concerns and try to resolve them before moving forward with the Planning Commission. Mr. Rona requested that their presentation be continued to another meeting to allow the opportunity to work with the neighbors. Since this was scheduled for a public hearing, Mr. Rona suggested that the Planning Commission could hear public input this evening.

Chair Wintzer opened the public hearing.

Joe Tesch concurred with Mr. Rona. He explained that the intent was to have joint meetings with the Planning Staff in an effort to come to some agreement. Mr. Tesch clarified that as citizens, his clients were happy about the Claim Jumper and believed the applicant was doing the right thing. However, they had concerns regarding neighborhood impacts and impacts to Old Town in general.

Chair Wintzer closed the public hearing.

MOTION: Commissioner Savage moved to CONTINUE the plat amendment for 573 Main Street and the public hearing to May 23, 2012. Commissioner Thomas seconded the motion.

VOTE: The motion passed unanimously.

Chair Wintzer thanked Mr. Rona and Mr. Tesch for their willingness to resolve the issues outside of the public meeting.

2. **7700 Marsac Avenue - Subdivision**
3. **7700 Marsac Avenue - Condominium Conversion**

Planner Matt Evans reported that the applicant was requesting to continue these items to the May 9, 2012 meeting. Two owners are associated with this particular property and after relooking at

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June 27, 2012
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MOTION: Commissioner Hontz moved to CONTINUE the Steep Slope Conditional Use Permit for 543 Woodside Avenue to July 25th, 2012. Commissioner Strachan seconded the motion.

VOTE: The motion passed unanimously.

**4. 573 Main Street, Claimjumper – Plat Amendment
(Application #PL-10-01105)**

Planner Astorga reviewed the application for a plat amendment for a site known as the Claimjumper building site, located at 573 Main Street and approximately 564 and 572 Park Avenue. The request is to combine a total of 6 Old Town lots and portions of two lots into three lots of record.

Planner Astorga presented the County Plat Map which was attached as an exhibit on Page 132 of the Staff report, which outlined the entire property. The property has been identified with the same tax ID number. Another exhibit showed the entire area with the dividing zone line shown in blue. The majority of the Claimjumper building sits on the HCB side; however, portions of the rear additions encroach into the HR-2A District. Planner Astorga reviewed the proposed plat amendment showing that a portion of those lots would no longer cross the lot lines because all the interior lot lines would be removed.

Planner Astorga noted that the Planning Commission was scheduled to review this application on May 23rd. At that time, the applicant's representative requested that the item be continued to a future date to allow the opportunity to address concerns raised by neighboring property owners. Planner Astorga reported that the issues were not resolved from those discussions.

Planner Astorga stated that per the analysis in the Staff report, the encroachments or additions were built in 1993. The HR-2 District was created in the Land Management Code in 2000. The Staff report identifies an HR-2 Overlay District that was created prior to 2000, but it was completely different than the HR-2 Transition Zone that was enacted in 2000.

The Staff recognized that the improvements were approved by the City per the submitted information given by the property owner, including minutes from when the former Historic District Commission approved the improvements. The minutes also mention the parking lot in the back, since it was common practice in the 1980's and 1990's to move forward with these improvements without a plat amendment. Planner Astorga remarked that since the improvements were approved by the City before the HR-2A Special Requirements were enacted, the Staff considers the improvements to be legal non-conforming. If the property owner decided to enlarge or expand on this specific area, which is zoned HR-2, they would have to meet specific regulations. Special criteria in the LMC addresses enlargement to non-conforming uses and non-compliant structures.

The Staff recommended that the Planning Commission conduct a public hearing and forward a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval.

Planner Astorga had provided the Commissioners with a letter from Joe Tesch, representing neighboring property owners, with additional conditions of approval to address the neighbors' concerns.

Chair Pro Tem Thomas opened the public hearing.

Joe Tesch, stated that he represented five different owners who live across the street from this proposal. Those neighbors were identified on page 160 of the Staff report. Mr. Tesch asked the Planning Commission to consider that it could be them living in close proximity to this building. He also asked them to keep in mind the intent of the Land Management Code for the HR-2 zone, which is to create and preserve a pedestrian friendly residential street compatible with the surrounding neighborhood. Mr. Tesch referred to page 162 of the Staff report, which showed the typical activity that has gone on for many years in the back of the Claimjumper during Sundance. He noted that page 164 showed a door that went into a bar in the basement of the Claimjumper that was allowed during Sundance as part of the Festival overall license. It was called the Bingo Bar. Mr. Tesch remarked that the Bingo Bar exited illegal on to the parking lot and caused what was shown on page 162.

Mr. Tesch noted that this goes on for ten days out of the year and it is very disruptive to the neighbors. However, with a bar and restaurant proposed full-time, he assumed they could imagine the aggravation the neighbors would experience on a daily basis.

Mr. Tesch remarked that in 2007 the City Council and the Planning Commission approved a plat amendment. As part of that plat amendment to combine the commercial into one lot, the City required removal of a bad looking wooden structure that was added to the back of the historic Claimjumper building sometime in 1993. Mr. Tesch remarked that the criteria and the legal responsibility of the Planning Commission is to find good cause to allow this plat amendment. It is a legislative function and if they have arguable basis for denying it, they can and should deny it if they do not find good cause. Mr. Tesch suggested that without the removal of the non-historic addition on the back of the historic structure, the Planning Commission could find that there was not good cause. The fact that it may be considered a non-conforming use of record is immaterial. If the applicant was not requesting a plat amendment, the City could do nothing about it. However, they have asked for a plat amendment and the City has the discretion to say they cannot find good cause unless that addition is removed, regardless of whether it was non-conforming and previously approved. Mr. Tesch asked the Assistant City Attorney to correct him if his interpretation was incorrect.

Assistant City Attorney McLean did not believe the Planning Commission could infer from the prior plat approval that the removal of the structure on the back was anything more than the fact that the prior plat amendment included that area. It seems that the more obvious reason why those were required to be removed was because it would have encroached over the proposed lot line. When a building is over a lot line the City requires the applicant to either change the lot itself or to remove the building that is over the lot line. Ms. McLean agreed that good cause is a requirement of subdivisions and that was outlined in the Staff report.

Planner Astorga clarified that at the time of the previous plat amendment approval the property owner had requested to remove the additions. An application was submitted for a determination of significance that was filed in 2006 and a follow-up application which was the HDDR. The only difference between now and then was that the previous property owner, who was different from the current property owner, requested to remove the additions. Planner Astorga wanted to make sure

that everyone understood the difference between the application of 2007 and this application in 2012.

Mr. Tesch believed he was correct on the law that good cause was a legislative act and any arguable basis allows the Planning Commission to deny it; and that includes whether or not it was a non-conforming use of record or whether it went across the lot line.

Mr. Tesch stated that the fact that this addition has four doors, none of which meet the requirements of having an alarm or any other prohibition from allowing commercial traffic from exiting those doors, is unacceptable and does not meet current Code. Mr. Tesch read from page 139 of the Staff report, Item 7, "The HR-2 portion of the property must be designed in such a manner as to absolutely prohibit non-emergency use. Alarms shall be installed on all emergency doors that provide access to Park Avenue." Mr. Tesch asked how many of the Commissioners have homes that have built-in lobbies with access to a restaurant and a bar. He asked how many of the Commissioner thought that was a good idea.

Mr. Tesch read a portion of the first paragraph on page 132, "...interior walls to create a night club//bar/restaurant on the basement level, a restaurant lobby for access to the living units above on the main level..." Mr. Tesch questioned whether these would be two residential units or whether they would become part of the commercial use. He questioned why they would have an access lobby to true residential units. If they do have lobby access to the so-called residential units and there are four doors leading out of those, none of which have alarms, there is no way to stop traffic from the commercial restaurant and bar from going out those doors. Mr. Tesch pointed out that no solution was even suggested. Since there was no solution and the Code states that it must be constructed with an absolute bar from any commercial traffic going out those doors, the application does not meet Code and cannot be approved.

Mr. Tesch commented on problems with other bars down the street, and noted that all the complaints from those neighborhoods resulted in the HR-2A subzone, which says bars are not prohibited or discouraged, but they must absolutely prohibit access from the commercial to the HR-2 portion of the building or the lots. Mr. Tesch stated that this applicant has not done that or even suggested a way to prohibit access. He remarked that the answer seems to be that there are only two parking spot, but in his opinion that is not an answer. There needs to be absolute prohibition.

Mr. Tesch remarked that this same owner has a history of violations as evidenced by the activity that occurred during Sundance. He stated that neighbors told him that limousines were lined up on Park Avenue so people could go into the Bingo Bar through those double doors. Mr. Tesch could find nothing that would suggest that this owner should be trusted.

Mr. Tesch reviewed a list of complaints from recent violations contained on page 141 of the Staff report.

Mr. Tesch reiterated that the proposal does not meet Code and the Planning Commission could require that the building that crosses over into the HR-2 be removed. He encouraged the Planning Commission to take that action. However, if they choose to approve the plat amendment, he had drafted additional conditions of approval. The first five conditions and condition 12 were drafted by Staff and taken from the Staff report. Condition #12 was written by Staff as condition #7 in the Staff

report. He explained the reasons why he had written conditions 6-11 and why the Planning Commission should consider them.

Conditions #6 addressed removal of the existing parking lot. As written by Staff, the applicant could replace the parking lot with gravel. Mr. Tesch proposed replacing the current surface with landscaping until homes are built on the HR-2 lots. The landscape plan should be approved by the City and clearly prohibit parking of any vehicles. Conditions #7 addressed the easements. Mr. Tesch stated that the residential walkway from the two parking spaces was proposed to be six feet wide, which is wide enough to back a truck up to the door. He suggested reducing the easement to four feet to avoid potential vehicle access. Condition #8 addressed residential properties on the upper level. He wrote the condition to say that the interior build out of these residential units shall be such as to prohibit access from the commercial units. She pointed out that if there is a lobby that encourages access, they would actually have a four-story commercial building. Mr. Tesch and his clients were not opposed to a fully commercial building, as long as it meets the absolute requirement of the Code and prohibits access from the commercial to the HR-2 zone. Condition #9 was written to allow only one emergency single width exit only door from the HCB to the HR2 lots. Currently there are four doors. All other exits must funnel the occupants into the HCB zone per the HR-2 Subzone A. Condition #10 addressed barriers and gates to prohibit parking or vehicle access behind the two allowed spaces. Condition #11 addressed screening of roof mounted mechanical equipment to protect the neighbors from noise and visual impacts.

Mr. Tesch thanked the Planning Commission for their patience and he offered to answer any questions.

Hope Melville, a resident on Park Avenue, questioned whether any residential structure could be built on Lots 2 and 3 based on how the lots are set up in the plat amendment. In her opinion, the lots appeared to be too short. She wanted to know the consideration for those lots and what could be built. If Lots 2 and 3 were adjacent and the garage was not splitting the lots, it might be possible to build one residence. Ms. Melville remarked that what happens on Lots 2 and 3 affects what Park Avenue would look like. As a resident she felt it was important that Park Avenue remain a practical residential street.

John Plunkett stated that he and his wife have lived on Park Avenue for 21 years and they have rebuilt three historic homes on the street. They spent a number of years working with the City to get the street itself rebuilt after the Olympics. Mr. Plunkett stated that he is one of the five neighbors who hired Mr. Tesch to represent them because they are deeply concerned about what has been happening on the other side of Upper Park Avenue over the last 20 years. Mr. Plunkett believed that the Land Management Code was well written for the commercial zone and the HR-2 and it balances the competing needs of commercial Main Street business versus residents on Park Avenue. For the most part it does work because most of the Main Street buildings are owned separately from the Park Avenue lots behind them. However, there are a handful of properties, one being 573 Main Street, where the owners happen to own the Park Avenue lots behind their Main Street business. What has happened over time is that for various reason exceptions were made that allowed exits from commercial buildings, which have been used as commercial entrances. He hoped this plat amendment would be an opportunity to stop that. Mr. Plunkett stated that their experience from the last two Sundance Festivals caused them the most concern when the

Claimjumper was used as a bar/nightclub. He asked the Commissioners to consider their reaction if they were home on a winter evening and after hearing a lot of commotion they open their door to find a nightclub across the street. There is an entrance with velvet rope and bouncers dressed in black with headsets, and a line of black SUVs up and down the street. Nightclub music and noise continues until the early morning hours. Mr. Plunkett was certain that if any of the Commissioners had that experience, they would hope that the Planning Commission would find a way to prevent that from happening again, particularly since it is prohibited in the zone and on their street. Mr. Plunkett clarified that the neighbors do not care what happens inside the commercial building in the commercial zone. They only want to stop it from filtering on to Park Avenue. The exit on to Park Avenue is continually used as an entrance to the commercial building and they would like the Planning Commission to insure that it is restricted to an emergency exit only as described by Code.

Mr. Plunkett felt the conditions of approval suggested by Joe Tesch were useful because nothing in the application or the Staff conditions of approval would prevent this building from being used as it has been used the last few years. He pointed out that removing the addition and the doorways would put the commercial back on Main Street and keep Park Avenue residential. Mr. Plunkett commented on the encroachment issues and noted that there are two levels of encroachment. One is the lot line encroachment and the second is the underlying zone encroachment created by the commercial addition sitting in the residential zone.

Chair Pro Tem Thomas closed the public hearing.

Joe Wrona, an attorney representing the applicant, thought the Staff report was very detailed and assembled very carefully. He believed the Planning Commission should rely on the Staff report when addressing the Code and what is required.

Mr. Wrona stated that in general, the existing building with the large parking lot in back is legal. The parking lot itself is a legal non-conforming use and his client has come forward with a proposal to make that go away. It was clearly what the Park Avenue neighbors wanted and the applicant was submitting a plat amendment that accomplishes that objective. Mr. Wrona stated that on that basis alone, the Planning Commission should be excited to see the Claimjumper revitalized and the parking lot removed.

Mr. Wrona noted that someone from the public thought that Lots 2 and 3 appear to be too small for development. He stated that page 136 of the Staff report points out that both lots exceed the minimums required by Code and they can be developed.

Regarding public comment about problems that occurred during the Sundance Film Festival, Mr. Wrona remarked that the proposed plat amendment would resolve those problems. He referred to a lengthy comment that implied that the applicant was an evil person who intentionally breaks the law and can't be trusted. He pointed out that most of the violations that occurred were during the Sundance Film Festival and were violated by a temporary tenant. They were not violations by the applicant. Mr. Wrona reiterated that the application was trying to resolve the ability for violations by changing the parking lot.

Mr. Wrona stated that there has never been a Bingo Bar on Main Street as Mr. Tesch inferred. Bing, which is a very large, successful company, rented the space to hold its reception events

during the Sundance Festival. He remarked that Mr. Tesch also misread the ordinance. One of the public comments focused on page 139, Item 7 of the Staff report related to emergency access. He noted that Mr. Tesch only read a single sentence instead of the entire paragraph, which was very misleading. Mr. Wrona read the first line of the second part of Item 7 from the Staff report, "The plat amendment complies with this requirement as no access is proposed from Park Avenue, including service and delivery."

Mr. Wrona read what the Code requires starting with the second sentence of item 7, "The commercial structure must be designed to preclude any traffic generation on residential streets." He stated that this was exactly what the plat amendment proposes to do. He further read, "Any emergency access as required by the Uniform Building Code on to the HR-2 portion of the property, must be designed in such a manner as to absolutely prohibit non-emergency use. Alarms shall be installed on all emergency doors that provide access to Park Avenue." Mr. Wrona stated that there are no emergency doors in the Claimjumper building that provide access on to Park Avenue. Public comment that four doors function as emergency access on to Park Avenue is not true, and he believed Planner Astorga could confirm that. Mr. Wrona pointed out that the plat amendment has one door that goes on to Park Avenue so that the people who purchase the upper floor condominiums have parking. Because parking is a consistent problem, it is critical to have designated parking in order to sell those units. Mr. Wrona clarified that the door that goes out to those two parking spots is not an emergency access as required by the Uniform Building Code. However, it is an existing legal door in an existing legal structure and it has been there for a long time. The homeowners have lived with that for 20 years and when they purchased their property they bought into that situation.

Mr. Wrona stated that there was an attempt to recite to the Planning Commission that in 2007 a plat amendment was proposed and approved that removed a portion of the Claimjumper Building referred to as the wooden non-historic structure. He believed that representation standing alone was a misrepresentation. Mr. Wrona stated that in 2007 the prior owner of the property sought to build the property higher and add two penthouses onto the roof. That building owner also sought to expand the footprint of the building to consume the area where this wooden component of the building exists. Rather than a building with a T-shape in terms of its footprint, it had a much larger square footprint when it consumed the wooden structure. The proposal was not to remove the wooden structure, but rather to demolish it and expand the building to consume that area. Mr. Wrona stated that the improvements that were installed in 1992 and 1993 were legal and complied with the Code at the time. That is recited in the Staff report and that is what the Planning Commission should consider. Mr. Wrona clarified that the applicant was not requesting to change the building in any way. The building that is legal stays the same.

Mr. Wrona stated that a last minute attempt by Mr. Tesch to have the Planning Commission add additional conditions of approval was disarming, because this process has been going on for months. Receiving last minute information causes him to read the language carefully. After reading the language he understood why it was submitted at the last minute. Mr. Wrona remarked that Condition #6 not only requires removing the parking lot, it asks that a landscaping plan be installed. Mr. Wrona stated that over the course of the next year the applicant would be doing tenant improvements to the upper floors to sell the units in the condotel. Construction staging needs to occur and it makes more sense to stage construction in the parking lot as opposed to

Main Street. Mr. Wrona stated that the applicant recognizes that the parking lot on Park Avenue does not work for the Park Avenue and he intends to remove it. Understanding the applicant's intent, the Staff report identifies it as the mitigation.

Mr. Wrona referred to Condition #7, which addressed the width of the access. He reminded everyone that the upper floors were a condotel and in order to be marketable and profitable, the applicant relies on the upper floors to make an economically successful redevelopment of the Claimjumper. The applicant needs to develop the upper floors so he can sell the condominium units. If he cannot sell those units, the Claimjumper will continue to sit vacant for another five years.

Commissioner Strachan asked Mr. Wrona which condition of approval drafted by Staff speaks to the fact that the doors would only be used for residential use. Mr. Wrona replied that it was the easement itself. He was unsure whether it was actually addressed in the conditions of approval; however, the applicant would not be opposed if the Planning Commission wanted that specified in the conditions of approval. Mr. Wrona felt the best way to handle it legally was to specify that the easement is for the use of the condotel occupants on the upper floors.

Commissioner Strachan clarified that there were four doors in back of the Claimjumper. Mr. Wrona replied that there are four doors around the property. Only one door faces Park Avenue. The other doors direct traffic around the sides of the building on Main Street.

Mr. Wrona referred to Condition #9 and noted that a double width door already exists in the building. It is a legal use and it is necessary to function as a condotel. He anticipated that the residential units would be nightly rentals, which was the reason for having a lobby. Mr. Wrona stated that the applicant was only asking to do the same thing that all the mixed-use buildings on Main Street were allowed to do, including historic structures. Mr. Wrona clarified that the applicant was not proposing any other doors with access to Park Avenue.

Mr. Wrona noted that Condition #10 proposes a gate across the parking lot. He felt that would be a great expense to the developer and the question was when the gate would be installed. Mr. Wrona questioned whether a gate was necessary since there was an easement with that restricted use. He believed the restricted use was sufficient to handle the issue.

Mr. Wrona thought Condition #11 was redundant with what was already required by law. He believed the issue of screening would be addressed by the Building Department when building permits are issued for the upper floors. He was certain that the applicant would be required to comply with the LMC on that particular issue.

Mr. Wrona stated that the applicant was attempting to give the City what it wants and it allows the applicant to actually develop the Claimjumper. An important question was whether it was good to have the Claimjumper redeveloped, and whether it was particularly beneficial to have the parking lot removed.

Mr. Wrona read from Condition #6 in the Staff report, the second sentence, "Existing parking lot shall be removed before July 12, 2012." He believed it should read, July 12, 2013. Planner Astorga agreed that it was a typo and the correct date was July 12, 2013.

Jonathan DeGray, the project architect, addressed the access door in response to an earlier question from Commissioner Strachan. He explained that the southerly single door entrance services the kitchen. Directly north of that is the double door which was the 1993 addition. A set of stairs goes down to a landing and the doorway in that location goes into the main level commercial space. The applicant was proposing to alarm the northerly door that accesses the commercial level and the southerly door that accesses the commercial level and maintain the center doors as sole access to the residential levels.

Chair Pro Tem Thomas understood that from the double door into the lobby there would be no pedestrian connection into the HR-2. Mr. DeGray replied that there would be no pedestrian connection into the commercial level. Chair Pro Tem asked about circulation from the exterior to Main Street. Mr. DeGray stated that it would be via the alley. People would have to come out the double door, down the stairs and around through the alley to get to Main Street. Commissioner Strachan clarified that if someone went in the double door it would then rise and go into the residential unit. He asked if an elevator was being proposed. Mr. DeGray stated that an elevator was not proposed at this time. The residents would go outside and walk around to access the lobby.

Planner Astorga clarified that the north door would not enter the building. Mr. DeGray replied that it was a sidewalk that goes up the set of stairs and onto the existing sidewalk that goes out to Park Avenue. It was an existing access that the Wahso Building uses. The door is alarmed and locked from the inside.

Bill Reed, the applicant, asked if Planner Astorga understood that there was no door down to the stairs. The door he referred to was on the building and not on the stairs.

Commissioner Strachan asked if the applicant would be opposed to gating and landscaping the area on Park Avenue after construction of the Claimjumper was completed, to prevent anyone except for the residential unit owners from entering or exiting. Mr. Wrona stated that if the goal is to prevent squatters from using the access, it could be accomplished with two posts and a chain with a lock, and the residential users would have a key. He would be uncomfortable with a condition that requires a specific type of barrier. He preferred to impose as little as possible on the applicant in terms of cost. The applicant had agreed to the restriction by the easement and to the legal impediment that it could only be used by residential occupants. He was concerned about the City designing the ways to enforce that easement. Mr. Wrona had the same concerns with landscaping. The snow removal easement goes across the front of the lot along Park Avenue. If the City requires berming on that, it would run afoul of the requirements of the snow removal easement. Mr. Wrona pointed out that even though ideas are good intentions, in some cases it causes one requirement to step on another. He felt their proposal to eliminate the parking lot and restrict access to the building through an easement was sufficient to address the problems.

Chair Pro Tem Thomas agreed with the concern that once the parking lot is removed it could be replaced with a gravel surface, and people could still park on it. He suggested that the concern could be mitigated with a gate. Mr. Wrona stated that if this plat amendment is approved, they have one year to record the plat and remove the parking lot. The applicant could complete construction in

that time period. If gravel was an issue, he asked if the Planning Commission would consider sod to satisfy the landscape requirement. The applicant was willing to do something that would be attractive for Park Avenue and discourage people from parking, but he should not be required to do more than anyone else. The applicant could also post "No parking" signs.

Chair Pro Tem Thomas was not opposed to sod. Planner Astorga recommended a native cover instead of sod.

Commissioner Hontz referred to page 150 of the Staff report. In looking at the plat she was trying to insure that the lot area represented for Lot 2 and Lot 3 were adequate to meet the square footage requirements of the HR-2 zone. She noted that under Lot 3 it said 2060.9 square feet, which would be 1875 square feet as required. However, looking closer she noticed that the plat was incorrectly drawn because the 37.47 feet along the front of the Park Avenue line is not the same length as the 37.47 of the back line along Lot 1. Those lines were obviously not the same and, therefore, could not be the same length. Mr. Reed remarked that it goes to the property line, not to the easement line. Commissioner Hontz stated that if it was 37 feet to the property line, she asked if 2060 square feet excludes the shaded area of 9' x 18' x 6' x 37'. Mr. DeGray answered no. Commissioner Hontz stated that they should determine what 9' x 18' x 6' x 37' would equate to in square footage and subtract that from the calculation of the total square footage. Commissioner Hontz clarified that she was making the point that the shaded area was not buildable area for Lots 2 or 3 because it was dedicated for the purpose of providing parking and access for Lot 1. Aside from the fact that it was in a different zone, it could not be counted towards the lot area.

Planner Astorga stated that the Staff had discussed the issue. The reason for not making the easement area only part of Lot 1 was because it would not meet the minimum width requirement on the HCB. Commissioner Hontz clarified that she was asking for the total area excluding the area that could not be built, because it is dedicated to Lot 1 for the owners of the units in Lot 1. Planner Astorga calculated the area to be 1788 square feet. Commissioner Hontz pointed out that it was under 1875 square feet and therefore was not a buildable lot. She could not approve Lots 2 and 3 because they did not meet the standards of the zone. She was upset that the analysis did not represent the actual buildable lot area.

Mr. Reed stated that it was no different than an easement around any existing lot or setback line on an existing lot. Commissioner Hontz disagreed because it would be paved and it is specifically for the purpose of providing access and parking to another use in another lot in another zone. Commissioner Hontz asked where it says in the Code that this use is allowed in the HR-2 zone. She pointed out that this was not a use for the HR-2. The use was in support of the HCB. Planner Astorga stated that the HR-2A has a list of allowed conditional uses, and it allows four or fewer residential parking spaces. Commissioner Hontz clarified that parking was allowed for uses on Lots 2 and 3. Planner Astorga replied that the Code was not specific enough to make that determination of use. Commissioner Hontz was not comfortable approving uses for other zones unless the Code specifically allows accessory support in one zone for another zone. If she could find that language in the Code, she would accept it.

Commissioner Hontz agreed that the Claimjumper in its blighted state hurts Main Street and she would like to see the improvements. She was disappointed that it had been left in its blighted

condition for so long. She would like the ability to upgrade the Claimjumper, but she was uncomfortable shifting the burden of zoning issues to become enforcement. It puts the burden on the neighbors and all the taxpayers. Zoning issues should not be resolved through complaints and phone calls to the Police or Code Enforcement. Commissioner Hontz thought most of the conditions of approval were workable and with some editing she would have been comfortable approving this plat amendment. However, knowing that the two lots were not standard, she would not be voting to forward a positive recommendation to the City Council.

Planner Whetstone stated that if they only exclude the front part, which is the parking easement, it puts the area at 1898 square feet. She pointed out that they could not build on the pathway because it is the setback area, and that is no different than the 10-foot required snow storage easement on every lot. Planner Whetstone clarified that because it was an easement, not a property line, it would not impact the lot size. Planner Astorga stated that by definition the Staff finds that it meets the minimum lot size. Commissioner Hontz understood their point, but she disagreed.

Commissioner Worel asked if easements were normally calculated into the lot size. Planner Whetstone answered yes, because it is part of the lot. Easements are always part of the square footage of the lot. Commissioner Worel asked about the wooden attachment to the back of the Claimjumper and whether the original back wall of the Claimjumper was still intact. She was told that the original wall still existed. The wooden attachment was added on as a staircase as egress to the building. It has since been gutted out and currently it is just a shell.

Commissioner Strachan agreed with Commissioner Hontz. He did not believe it was possible to build a feasible unit on Lots 2 and 3 as drawn on the proposed plat amendment. Even if the lots could be developed, he agreed with Commissioner Hontz that the conditions suggested by Mr. Tesch should be imposed with some editing. However, as the applicant pointed out, receiving new information at the last minute without having time to review it is never good. Commission Strachan thought Conditions 6, 7, 9 and 10 were reasonable. He suggested that the applicant may want time to decide whether or not those conditions would be deal breakers.

Commissioner Hontz read the Code and disagreed with the use interpretation that parking and access would be allowed on Lots 2 and 3 for the building in the HCB zone. She believed that interpretation was a stretch of the Land Management Code because the allowed use was intended to be for uses developed in that same zone.

Assistant City Attorney McLean clarified that where it identified the lot line to be removed was actually the zone line. That should have been marked zone line to indicate that everything from the lot line to be removed over to the other one was actually HR-2. Everything to the east is HCB. Ms. McLean pointed out that they were not talking about a different zone because that portion was within the HR-2 zone. Planner Hontz appreciated that clarification.

Planner Astorga stated that if the Planning Commission chooses to forward a positive recommendation to the City Council with physical improvements, it would have to be in compliance with the Historic District Design Guidelines. That also included landscaping.

Mr. Wrona responded to Commissioner Strachan's comment regarding the importance of Conditions 6, 7, 9 and 10. Mr. Wrona was comfortable with Condition #6 because it only requires landscape approval by the City. It did not specify what type of landscaping. Commissioner Strachan clarified that landscaping would not be required until after construction was completed. Mr. Wrona stated that Condition #7 was undesirable to the applicant. Commissioner Strachan asked if the applicant would be comfortable with the condition if they struck the language, "and shall be a maximum of four feet wide." He revised the Condition to read, "The easement from the two parking spaces on HR-2 to the HCB shall be for use by the occupants of the residential units. Mr. Wrona was comfortable with Condition 7 as revised because that was always the applicant's intention. Mr. Wrona suggested modifying the language in Condition #9 to replace, "emergency access" with "private access", and to remove the word "alarms". The idea is to have one door that allows access to the condotel occupants. Commissioner Strachan further revised the condition to say, "All other exits must be emergency exits only." Mr. Wrona found the revised language acceptable. Regarding Condition #10, Mr. Wrona reiterated his concern about being too specific about a gate. He preferred that the condition be structured to require a physical barrier controlled by the licensees, without being too specific as to the type of barrier. The applicant would like the flexibility to at least start with something less than a gate.

Commissioner Strachan believed that could be done at the plat amendment stage. This would come back to the Planning Commission for other approvals and the issue could be addressed at that time. He believed at some point a gate would be necessary and he suggested that the applicant design it now. Mr. Wrona agreed. However, the person responsible for the gate would be the developer of the upper floors and he expected that it would be an upscale gate. Mr. Wrona preferred that this applicant be allowed to take it in steps. He believed that requiring a locking device without specifying a gate would address the issue of commercial squatters using those parking spaces. At the time of building permit or certificate of occupancy for the condotel units, the City could impose a controlled gate and the applicant would already have it in his design.

Commissioner Strachan encouraged this applicant to design the gate now because it would not come back to the Planning Commission and they were about to tell the Staff what type of gate they would like to see. This was the applicant's opportunity to have input on the type of gate they would like. The Planning Commission could approve or disapprove the applicant's choice, but it was better than letting the Planning Commission make the decision without input. Mr. Wrona explained that the applicant would like some flexibility to determine what would work best and what would be most marketable to a user. He preferred to revise the condition to state that there will be a physical controlled access with a locking device. Chair Pro Tem Thomas suggested, "...A lockable controlled access prohibiting parking for vehicles". Mr. Wrona was satisfied with that language.

Assistant City Attorney McLean remarked that the condition of approval should reflect what they were trying to prohibit. She preferred language similar to what Commission Thomas had proposed. The purpose is clear and the applicant must do whatever is necessary to meet that purpose. Condition #10 was revised to read, "The two parking spaces in the HR-2 zone shall have lockable controlled access prohibiting parking to vehicle traffic beyond those two spaces."

Chair Pro Tem Thomas asked Mr. Wrona if the applicant was comfortable with the conditions proposed by Mr. Tesch with the modifications to Conditions, 6, 7, 9 and 10.

To address the concerns with the buildable square footage of Lots 2 and 3, Assistant City Attorney McLean stated that the two lots could be conditioned to require the setbacks to be from the easement lines. They could also condition the type of material in the exterior access easement.

Commissioner Hontz felt it was a conundrum. She wanted to see the Claimjumper succeed and she wanted smaller houses in Old Town. However, she believed this proposal cheats the system and tries to get around the Code.

Planner Astorga pointed out that if the easement changes from 6' to 4' in width, they would gain 37' on one side. He was unsure where the proposed lot line lines up with the actual building in terms of the encroachment, but there was the possibility of shifting the line further back to meet the minimum lot size. He asked if the Commissioners were interested in asking Mr. DeGray and Evergreen Engineering to pursue that analysis to see if it was possible.

Commissioner Hontz stated that she still had a problem with the use, but if the line could be shifted it might be a better result for everyone. Commissioner Hontz never wanted to see another situation where something undesirable on Main Street pushes the Code.

Chair Pro Tem Thomas believed that modifications to the parking would help mitigate the issues related to neighborhood disturbances on Park Avenue. Commissioner Hontz concurred. The alarm doors were also a big factor.

Commissioner Worel pointed out that smaller homes on Lots 2 and 3 would be more compatible with the neighborhood. Chair Pro Tem Thomas was not bothered by lot sizes smaller than 1875 square feet.

Mr. Wrona noted that Mr. DeGray had already done preliminary designs for homes on Lot 2 and Lot 3, and each home was approximately 2,000 square feet.

Commissioner Strachan stated that the concern was that the use of Lot 1 was both commercial and residential. He suggested that they tie the easement to residential use only to address that concern. Commissioner Worel favored that suggestion because she had concerns about setting precedent for allowing something against the Code in one zone for the benefit of another zone. She could support if it was done only for the residential. Planner Whetstone pointed out that if the upper floors ever become commercial, parking would not be allowed.

Commissioner Strachan was not comfortable re-drafting conditions on the spot and suggested that the item be continued to allow Staff time to properly draft the conditions and for the Planning Commission to review them. The Commissioners concurred.

Commissioner Strachan summarized the changes made to the conditions of approval this evening.

Conditions 1-5 remained the same as written in the Staff report. Conditions 6-11 were revised from the conditions submitted by Joe Tesch.

Condition 6 - Add sentence, "The landscaping requirement would not be imposed until after renovation is complete".

Condition 7 - Delete all language after the word "units". The revised condition would read, "The easement from the two parking spaces on the HR-2 to the HCB shall be for the use by the occupants of the residential units only.

Condition 8 was not in front of the Planning Commission for purposes of the plat amendment and did not apply.

Condition 9 – Revised language would read, "Only one private access door may exist from the HCB District to the HR-2 lots. All other exits must be for emergency access only."

Condition 10 – Revised language would read, "The two parking spaces in the HR-2 zone shall be lockable, controlled access prohibiting parking and vehicle traffic beyond those spaces."

Condition 11 - Language was stricken in its entirety.

Condition 12 would become Condition 11. The language was the same in both the Staff report and Mr. Tech's letter.

A new Condition #12, would read, "The parking easement off Park Avenue would be for the use of the residential units in Lot 1 only and noted on the plat."

Planner Whetstone thought they should add language that makes it perfectly clear that non-emergency access is absolutely prohibited and an alarm shall be installed on emergency doors. It would be on the plat and would transfer to title reports. The condition would reiterate what is already in the Code.

MOTION: Commissioner Strachan moved to CONTINUE the plat amendment for 573 Main Street, the Claimjumper, to July 11, 2012. Commissioner Worel seconded the motion.

VOTE: The Motion passed unanimously.

The Park City Planning Commission meeting adjourned at 8:40 p.m.

Approved by Planning Commission: _____

2. Consideration of award of construction contract with Lyndon Jones Construction in the amount of \$63,895.00 for Wyatt Earp storm drain improvements, in a form approved by the City Attorney – Approved.

VI NEW BUSINESS

1. Consideration of approving a Real estate Purchase Contract for property located at 1450 – 1460 Park Avenue with GreenPark Cohousing, in a form approved by the City Attorney – The Mayor opened the public hearing; there was no input. Dick Peek, “I move that we continue Item 1 to a date uncertain”. Alex Butwinski seconded. Motion unanimously carried.

2. Consideration of an Ordinance approving the 573 Main Street Three Lot Subdivision Plat Amendment, located at 573 Main Street, Park City, Utah – Planner Francisco Astorga explained that this is the Claimjumper building which is the largest historic building on Main Street. The current property owner is represented by Attorney Joe Rona. The application addresses both the Main Street and Park Avenue sides of the property. Approval of the plat amendment will result in the building sitting on one lot of record as it currently crosses several property lines and a zone boundary divide the property into the HCB and the HR-2 Zones. He relayed that the Planning Commission reviewed the project several times and authored the Conditions of Approval which have been incorporated into the draft ordinance. Staff recommends approval.

Dick Peek asked about the timing of the parking lot removal. Joe Rona explained that there was pressure from some of the Park Avenue neighbors who were unhappy with the parking lot that currently exists off of Park Avenue. It can accommodate up to ten vehicles and apparently during Sundance in years past, it has been used, creating problems for the neighborhood. After receiving that input, the applicant decided to work out issues with them which are reflected in the Conditions of Approval, e.g. construction fencing. The construction of the interior cannot be completed until next year's building season and if that lot is eliminated now, there will not be the needed staging area for construction. The solution is to allow the lot to remain until the construction season next summer has concluded and construction fencing will have to be installed and locked to prevent it from being used for parking during the Sundance Film Festival. The large lot is proposed to be converted to two parking spaces and he discussed the landscaping requirements and the one year recordation date. It is better to keep the asphalt in place for the staging area.

In response to a comment from Mr. Peek, Mr. Astorga explained that the Chief Building Official has reviewed the long range plans. The only permit issued to date relates to stabilizing the building. Mr. Peek pointed out that the chain link fence has a timeline of December 1, 2012 to March 1, 2013. He asked what will prevent the use of the parking lot from occurring if construction ceases and the plat does not get recorded. He suggested an additional condition in this instance that a physical impediment to parking

be installed by the owner. Francisco Astorga stated that Council may add other conditions but the letter of intent indicates that they can and will get the needed construction done in less than a year, including the removal of the parking lot. Mr. Peek suggested that wording be added to Condition of Approval No. 11, *if permits have not been obtained to the lot line residential units prior to March 1, 2013, the construction fence shall be removed and a physical impediment to all vehicle parking on Lots 2 and 3 shall be installed.* Liza Simpson felt that the construction fencing could just remain but Mr. Peek felt that chain link may not handle snow loads and it is unattractive.

Francisco Astorga explained that the existing parking lot was built between 1990 and 1993 and is a legal non-complying use which provides the ability to keep the parking lot. The HR-2 Zone was created in 2000. Previously, there was a HR-2 overlay zone but it didn't have the same provisions as the HR-2 Zone and the parking lot is grandfathered.

Andy Beerman asked if the neighbors are comfortable with the current conditions. Mr. Astorga stated that they are and referred to exhibits from Tesch Law Office in the meeting packet. Attorney Joe Berrett explained that he and Mr. Rona have worked out differences and the conditions before Council have been agreed upon by both parties. The Planning Commission extensively reviewed the project which satisfied Park Avenue residents.

Cindy Matsumoto asked if building lot line to lot line is allowed in the zone. Francisco Astorga replied yes, the HCB does not require setbacks. She asked if the building will be built to the edge of Park Avenue. Mr. Astorga explained that the building will not be expanded. The non-historic additions were added in 1987 and the building was modified to accommodate emergency access. Because they were built prior to enactment of the HR-2 Zone, they are legal non-complying uses and that area will not be expanded in any form. The new Lot 1, which is part of the lot underneath the building, would go to that area. Ms. Matsumoto asked if there will be room to screen exterior trash and Mr. Astorga explained that the area has been mitigated on the north side of the structure and the Park Avenue side cannot be utilized for deliveries, trash, etc. Park Avenue will remain residential in character.

Liza Simpson asked if residents' concerns are sufficiently addressed during Sundance. Francisco Astorga pointed out that the Planning Commission added Condition of Approval No. 12 regarding special events. She noted that they were not allowed in the first place and the violations became a problem. Mr. Astorga felt there this can be better managed because of improved communication between departments on the situation.

Dick Peek pointed out that until the plat is recorded, building permits are at risk. Construction staging should be on asphalt and prior to plat recordation the parking lot needs to be removed. It seems like a disconnect and a timing issue. Mr. Astorga acknowledged the fact and relayed that the only permit that has been issued has been for the shell. No other building permits have been issued but he recognized Mr. Peek's

concern. Mark Harrington interjected that it is more of a procedural step because the applicant has the benefit of plat approval which will make the permit eligible.

Alex Butwinski referred to Condition No. 12. Council approved an additional code enforcement position as part of the budget for off-hours coverage which would be a good resource for the neighborhood. He asked Mr. Peek if his concern was addressed on Condition No. 11. Mr. Rona explained that this was a condition that was suggested by Planning Commissioner Wintzer and something the Planning Commission wanted to include to better protect the neighbors during the Sundance Film Festival. He clarified that his client was not responsible for the violations during Sundance and encouraged reading No. 11 and 12 together. The locked fence will be there for the entire winter and the condition is that it can only be used for construction staging. If there is a problem, adequate conditions are in place. With regard to Council member Peek's concern, achieving plat recordation is what everyone wants, including the neighbors who do not like the current situation. The parking lot is a legal use and the applicant is agreeing to make it go away.

Mark Harrington asked if there is anything else besides the regulations of the zone that govern the use of the parking lot and Mr. Astorga answered no. Mr. Harrington proposed that the terms of the landscape guarantee agreement could provide protection in the event the construction ceases altogether. He suggested that this be addressed by Council giving direction to the Chief Building Official to establish some terms that minimize the possibility of the past violations of the zoning. It could be accomplished through a management plan. If it reverts to a parking lot use, the City would have at least some operational requirements which can be addressed in the landscape guarantee. This would give the City an additional tool for enforcement.

Francisco Astorga pointed out a mistake in Finding of Fact No. 29, correcting 75 feet to read 95 feet. Mayor Williams commented on the large number of Findings of Fact for this project. The Mayor asked which Conditions were prompted directly by the residents and Joe Rona identified Nos., 5, 6, 7, 8 and 9. The Mayor opened the public hearing. There were no comments from the audience.

Mayor Williams acknowledged the appreciated cooperation between both law firms. Mark Harrington suggested that the motion include direction to staff to address the landscape guarantee as part of the approval or just add a Condition of Approval that the Chief Building Official shall add conditions to the landscape guarantee to address future use of the parking lot, should it be reinstated.

Liza Simpson, "I move that we approve an Ordinance approving the 573 Main Street three-lot subdivision, plat amendment located at 573 Main Street with the final condition of approval suggested by the City Attorney and Francisco's correction regarding lot depth". Andy Beerman seconded. Alex Butwinski stated that the Park Avenue houses across the street are good examples of historic preservation. Motion unanimously carried.

Ordinance No. 12-21

**AN ORDINANCE APPROVING THE 573 MAIN STREET PLAT AMENDMENT
LOCATED AT 573 MAIN STREET, PARK CITY, UTAH.**

WHEREAS, the owners of the property located at 573 Main Street, All of Lots 16, 17, 18, 29, 30, 31 and the South 19 feet of Lot 19 and the Southerly 18.98 feet of the Easterly 20 feet of Lot 28, Block 9, PARK CITY SURVEY, AMENDED, according to the official plat thereof on file and of the record in the Summit County Recorder's Office. PC-133, have petitioned the City Council for approval of the 573 Main Street Plat Amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 25, 2012, June 28, 2012, July 11, 2012, to receive input;

WHEREAS, the Planning Commission, on July 11, 2012, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 26, 2012, the City Council conducted a public hearing on the 573 Main Street Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 573 Main Street Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 573 Main Street Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 573 Main Street and 564 & 572 Park Avenue.
2. This is a request to reconfigure six (6) Old Town lots and portions of two lots into three (3) lots of record through a plat amendment request.
3. The entire area is identified with Summit County as parcel no. PC-133.
4. Proposed Lot 1 located off Main Street consists of the site of the Claimjumper building.
5. Proposed Lots 2 and 3 located off Park Avenue consists of two residential lots.

6. The owner desires to remodel the interior walls to create a night club/bar/restaurant on the basement level, a restaurant with a lobby for access to the living units above on the main level, and the two (2) upper levels for residential use with one (1) living unit on each floor.
7. The Main Street lots are currently within the HCB District.
8. The Park Avenue lots are currently within the HR-2 District.
9. The Claimjumper Hotel building is located on the property and was constructed across existing property lines.
10. The Historic Site Inventory (HSI) identifies the site as a landmark site.
11. The site is listed in the National Register of Historic Places.
12. The property fronts on, and receives legal access from Main Street.
13. The Park Avenue lots currently contain an asphalt parking lot with a concrete gutter.
14. The asphalt parking area is not striped with room for ten (10) parking spaces.
15. The Park Avenue lots also contains portion of the current Claimjumper Building consisting of a newer wooden structure with a walkway, covered entry, and stairs.
16. In March 2007 the Historic Preservation Board (HPB) determined that the structure contained additions that were added in 1987 that were not historically significant.
17. In April 2007 the City Council approved a single lot subdivision over the historic structure, Main Street lots only. This approval was voided because the conditions of approval were not met and the plat was not recorded within a year.
18. In June 2007 the Planning Department reviewed and approved a HDDR application to remove the non-historic additions and replace them with new additions including a roof addition of two (2) penthouse units.
19. The applicant did not meet the condition of approval of obtaining a building permit within a year's time from the approval date and the HDDR approval was voided because the approval expired.
20. In 2009 the City Council approved an ordinance approving amendments to the Land Management Code which changed the criteria for designation of historic sites.
21. The subject site was listed as a contributing building on the National Register of Historic Places in 1979 as part of the *Park City Main Street Historic District*.
22. The historic building was built within the historic period (1868-1929), is associated with the mining era, and retains its historic integrity.
23. The site meets the criteria set forth in LMC Chapter 15-11 in 2009 for designation as a Landmark Site.
24. The minimum lot area within the HCB is 1,250 square feet.
25. The proposed lot area for lot 1 is 8,999.8 square feet.
26. The minimum lot width within the HCB is twenty-five feet (25')
27. The proposed lot width for lot 1 is 94.97 feet.
28. The minimum lot depth within the HCB is fifty feet (50').
29. The proposed lot depth for lot 1 is 95 feet.
30. The proposed building pad equates to 1,101.5 square feet without the parking access easement. Due to the proposed parking easement on these two (2) lots the building pad would be furthered reduced by forty eight (48) square feet, totaling 1,053.5 square feet.
31. The maximum height envelope for the HCB District is thirty feet (30') at property line traversing at a forty-five degree (45°) angle back to a maximum of forty-five feet (45')

- above existing grade.
32. The existing historic building does not comply with the height envelope and therefore the building is a legal non-complying structure.
 33. The existing rear additions to the historic building currently encroach onto the adjacent lots which front onto Park Avenue and are located within the HR-2 zoning district. They consist of a newer wooden structure with a walkway, covered entry, and stairs.
 34. The proposed lots are reconfigured so that there are no improvements encroaching over the rear lot line.
 35. All commercial access to the Claimjumper Building, 573 Main Street, will be off Main Street.
 36. The minimum lot area within the HR-2 is 1,875 square feet.
 37. The proposed lot area for lot 2 and 3 is 2,060.97 square feet.
 38. The minimum lot width within the HR-2 is twenty-five feet (25')
 39. The proposed lot width for lot 2 and 3 is 37.47 feet.
 40. It has been estimated that the parking area was built between the late 1980's and early 1990's.
 41. The parking area located rear of the building was built to accommodate the various uses in the Claimjumper Hotel building.
 42. Currently the HR-2 District allows a *Residential Parking Area or Structure with greater than four (4) spaces* with a conditional use permit.
 43. The existing ten (10) car parking area is non-conforming because it does not comply with the current regulation.
 44. The property owner proposes to reconfigure the existing ten (10) car parking lot to an area to only consist of two (2) parking spaces total for the exclusive use of the residential units to be located within the Claimjumper interior remodel through a parking easement over the two (2) proposed Park Avenue lots.
 45. The proposed parking easement is allowed in the HR-2 District.
 46. The building footprint of the two Park Avenue lots will be limited to 917.8 square feet.
 47. Each lot will require two (2) off-street parking spaces for their residential use.
 48. In 1992 the Claimjumper Hotel building was being threatened with condemnation unless it could be brought up to acceptable safety level.
 49. The 1992 the current property owner applied for design review of two (2) additions to the building for stairs, including the addition off the back, to be reviewed by the Historic District Commission (HDC).
 50. In 1992 the Chief Building Official advised the HDC that if the additions could not be made to work, the building would have to be demolished.
 51. In 1992 the HDC approved the proposed building improvements.
 52. In 1992 four existing parking spaces will be lost with the proposed plan but the site plan called for additional parking on the Park Avenue side.
 53. In 1992 a design review condition of approval indicated that the additions were to meet all other requirements of the Land Management Code and Building Code.
 54. The HR-2 District was created from the HR-1 District in 2000.
 55. In 1988 the City created the Historic Residential – Low Intensity Commercial Overlay (HR-2) District.
 56. In this neighborhood when the HR-2 District was created in 2000 it changed the

base zone from HR-1 to HR-2 and it removed both the HR-2 (Historic Residential Low Intensity Commercial Overlay and HTO (Historic Transition Overlay) which were both overlay zones at the time.

57. The Claimjumper Building site is current in Main Street Parking Special Improvement District and therefore is exempt from the parking requirement.
58. The parking easement proposed to be dedicated with this plat amendment is for the benefit of the two proposed residential units in the 573 Main Street building.
59. The parking easement consists of two (2) parking spaces and a six foot (6') access straddling the shared common property line of the two (2) Park Avenue lots towards the Main Street lot.
60. The proposed parking area platted as an easement over lot 2 and 3 consist of legal parking space standards measuring nine feet (9') in width and eighteen feet (18') in length.
61. The existing parking lot shall be removed by replacing the current parking surface with landscaping until the structures are built on the HR-2 Lots. A landscaping plan shall be approved by the City, but it shall be sufficient to clearly prohibit parking of any vehicles. The existing parking lot shall be removed prior to plat recordation.
62. The two (2) parking spaces in the HR-2 District shall have a lockable controlled access prohibiting parking of vehicle traffic beyond those spaces.
63. The easement from the two (2) parking spaces on the HR-2 to the HCB shall be for the use by occupants of the residential units only.
64. Only one private access door may exist from the HCB District to the HR-2 District lots. All other exists must be for emergency access only.
65. This plat amendment request complies with the special HR-2A requirements.
66. The development is not part of a Master Planned Development (MPD).
67. There is no request to extend any of the existing buildings toward Park Avenue from its current location.
68. The current additions of the Claimjumper building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant.
69. The plat amendment complies with this requirement as no access is proposed from Park Avenue including service and delivery.
70. The proposed plat reduces the number of parking spaces from ten (10) to two (2) for the exclusive use of the residential units and not for the commercial use of the site. Staff recommends adding a condition of approval that the existing parking lot be removed as proposed before the plat is recorded.
71. The plat amendment complies with this requirement as no loading docks, service yards, exterior mechanical equipment, exterior trash compounds, outdoor storage, ADA access, or similar use associated with the HCB use is being proposed.
72. Staff recommends that a condition be added so that the property owner donates a preservation easement to the City for the Historic Structure before the plat is recorded.
73. The applicant submitted a Historic District Design Review application which has been approved per LMC Chapter 11.
74. There is no adjoining historic structure under common ownership or control that would trigger a CUP or MPD review.

75. The current additions of the building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant.
76. There is no request to transfer any residential density.
77. In June 2007 the property owner of that time executed a Covenant Not To Build over a specific area where the building encroaches over the HR-2 District.
78. There are many filed code enforcement issues at the subject site.
79. These complaints have been and are currently handled by the Building Department.

Conclusions of Law:

1. There is good cause for this plat amendment as the historic structure will no longer encroach on the rear lots and the Park Avenue lots will be combined to meet the minimum lot area. The proposed plat amendment will also eliminate a remnant parcel, portion of Lot 19 and Lot 29.
2. The proposed use and renovation of the building will provide an adaptive reuse to one of Park City's most historically significant buildings ensuring its use into the future.
3. As conditioned, the plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
4. The plat amendment is consistent with the Park City Land Management Code HR-2A special requirements.
5. Neither the public nor any person will be materially injured by the proposed plat amendment.
6. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers will be required for new residential construction along Park Avenue.
4. A 10 foot wide public snow storage easement shall be provided along Park Avenue.
5. The parking easement on Lots 2 and 3 for the benefit of Lot 1 is only permitted to be used for the residential units. The parking easement shall not be used for commercial purposes.
6. The existing parking lot shall be removed by replacing the current parking surface with landscaping until the residential structures are built on the HR-2 Lots. A landscaping plan shall be approved by the City, but it shall be sufficient to clearly prohibit parking of any vehicles. The existing parking lot shall be removed prior to plat recordation. The landscaping requirement would not be imposed until after

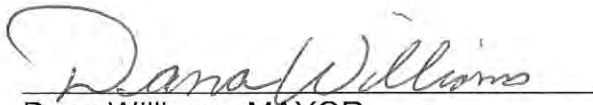
renovation is complete.

7. The two (2) space parking easement in the HR-2 District shall have a lockable controlled access prohibiting parking and vehicle traffic beyond those spaces.
8. The easement from the two (2) parking spaces on Park Avenue in the HR-2 District to Lot 1 in the HCB District shall be for the use by occupants of the residential units only.
9. Only one private access door for residential use may exist from the HCB District to the HR-2 District lots. All other exits must be for emergency access only.
10. The property owner shall donate a preservation easement to the City for the Historic Structure before the plat is recorded.
11. A chain link lockable construction fence is required on the HR-2 District to prohibit other uses besides construction staging to occur. This fence shall be installed no later than December 1, 2012 and shall remain in place at least till March 1, 2013.
12. There shall be no Special Event permit or Master Festival License activity that allows access through the rear of the property, off Park Avenue.
13. The Chief Building Official shall add conditions to the landscape guarantee to address future use of the parking lot, should it be retained.

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

PASSED AND ADOPTED this 26th day of July, 2012.

PARK CITY MUNICIPAL CORPORATION


Dana Williams, MAYOR

ATTEST:


Janet M. Scott, City Recorder



APPROVED AS TO FORM:


Mark D. Harrington, City Attorney

VICINITY MAP
NTS

GRAPHIC SCALE
(1 INCH = 10 FEET)

SURVEYORS' CERTIFICATE
I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREIN DESCRIBED PROPERTY.
I FURTHER CERTIFY THAT THIS RECORDING OF SURVEY IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

BOUNDARY DESCRIPTION
BEGINNING AT THE SOUTHEAST CORNER OF LOT 16, BLOCK 8, AMENDED PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREON ON FILE AND OF THE RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID MAIN STREET, ACCORDING TO THE OFFICIAL PLAT THEREON ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, (COORDINATION NO. 487191); THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID 345 MAIN STREET, SOUTH 89°54'00" WEST A DISTANCE OF 75.00 FEET TO THE NORTHEAST CORNER OF SAID 345 MAIN STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 16, BLOCK 8, THENCE LEAVING SAID NORTHERLY BOUNDARY LINE, NORTH 23°20'00" WEST A DISTANCE OF 1.00 FEET TO THE SOUTHWEST CORNER OF LOT 16, SAID BLOCK 8, AMENDED PARK CITY SURVEY, THENCE SOUTH 89°54'00" WEST A DISTANCE OF 75.00 FEET TO THE WESTERLY LINE OF SAID BLOCK 8, THENCE ALONG SAID WESTERLY LINE OF BLOCK 8, NORTH 23°20'00" WEST A DISTANCE OF 74.88 FEET TO THE SOUTHERLY BOUNDARY LINE OF "PARK CITY SURVEY SUPPLEMENTAL AMENDED PLAT OF BLOCK 8 OF THE PARK CITY SURVEY" (COORDINATION NO. 487191); THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF "PARK CITY SURVEY SUPPLEMENTAL AMENDED PLAT OF BLOCK 8 OF THE PARK CITY SURVEY" (COORDINATION NO. 487191) CALLS (1) NORTH 89°54'00" EAST A DISTANCE OF 33.00 FEET, (2) NORTH 23°20'00" EAST A DISTANCE OF 18.88 FEET, (3) NORTH 89°54'00" EAST A DISTANCE OF 18.88 FEET TO THE SOUTHWEST CORNER OF SAID "PARK CITY SURVEY SUPPLEMENTAL AMENDED PLAT OF BLOCK 8 OF THE PARK CITY SURVEY", SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID BLOCK 8, AMENDED PARK CITY SURVEY, THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE AND CONTINUING ALONG SAID EASTERLY LINE OF SAID BLOCK 8, SOUTH 23°20'00" EAST A DISTANCE OF 14.88 FEET TO THE POINT OF BEGINNING.
CONTAINS: 13,121.74 SQ. FT.

DEED DESCRIPTION
ALL OF LOTS 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 6

COUNTY RECORDER

2. Consideration of award of construction contract with Lyndon Jones Construction in the amount of \$63,895.00 for Wyatt Earp storm drain improvements, in a form approved by the City Attorney – Approved.

VI NEW BUSINESS

1. Consideration of approving a Real estate Purchase Contract for property located at 1450 – 1460 Park Avenue with GreenPark Cohousing, in a form approved by the City Attorney – The Mayor opened the public hearing; there was no input. Dick Peek, “I move that we continue Item 1 to a date uncertain”. Alex Butwinski seconded. Motion unanimously carried.

2. Consideration of an Ordinance approving the 573 Main Street Three Lot Subdivision Plat Amendment, located at 573 Main Street, Park City, Utah – Planner Francisco Astorga explained that this is the Claimjumper building which is the largest historic building on Main Street. The current property owner is represented by Attorney Joe Rona. The application addresses both the Main Street and Park Avenue sides of the property. Approval of the plat amendment will result in the building sitting on one lot of record as it currently crosses several property lines and a zone boundary divide the property into the HCB and the HR-2 Zones. He relayed that the Planning Commission reviewed the project several times and authored the Conditions of Approval which have been incorporated into the draft ordinance. Staff recommends approval.

Dick Peek asked about the timing of the parking lot removal. Joe Rona explained that there was pressure from some of the Park Avenue neighbors who were unhappy with the parking lot that currently exists off of Park Avenue. It can accommodate up to ten vehicles and apparently during Sundance in years past, it has been used, creating problems for the neighborhood. After receiving that input, the applicant decided to work out issues with them which are reflected in the Conditions of Approval, e.g. construction fencing. The construction of the interior cannot be completed until next year's building season and if that lot is eliminated now, there will not be the needed staging area for construction. The solution is to allow the lot to remain until the construction season next summer has concluded and construction fencing will have to be installed and locked to prevent it from being used for parking during the Sundance Film Festival. The large lot is proposed to be converted to two parking spaces and he discussed the landscaping requirements and the one year recordation date. It is better to keep the asphalt in place for the staging area.

In response to a comment from Mr. Peek, Mr. Astorga explained that the Chief Building Official has reviewed the long range plans. The only permit issued to date relates to stabilizing the building. Mr. Peek pointed out that the chain link fence has a timeline of December 1, 2012 to March 1, 2013. He asked what will prevent the use of the parking lot from occurring if construction ceases and the plat does not get recorded. He suggested an additional condition in this instance that a physical impediment to parking

be installed by the owner. Francisco Astorga stated that Council may add other conditions but the letter of intent indicates that they can and will get the needed construction done in less than a year, including the removal of the parking lot. Mr. Peek suggested that wording be added to Condition of Approval No. 11, *if permits have not been obtained to the lot line residential units prior to March 1, 2013, the construction fence shall be removed and a physical impediment to all vehicle parking on Lots 2 and 3 shall be installed.* Liza Simpson felt that the construction fencing could just remain but Mr. Peek felt that chain link may not handle snow loads and it is unattractive.

Francisco Astorga explained that the existing parking lot was built between 1990 and 1993 and is a legal non-complying use which provides the ability to keep the parking lot. The HR-2 Zone was created in 2000. Previously, there was a HR-2 overlay zone but it didn't have the same provisions as the HR-2 Zone and the parking lot is grandfathered.

Andy Beerman asked if the neighbors are comfortable with the current conditions. Mr. Astorga stated that they are and referred to exhibits from Tesch Law Office in the meeting packet. Attorney Joe Berrett explained that he and Mr. Rona have worked out differences and the conditions before Council have been agreed upon by both parties. The Planning Commission extensively reviewed the project which satisfied Park Avenue residents.

Cindy Matsumoto asked if building lot line to lot line is allowed in the zone. Francisco Astorga replied yes, the HCB does not require setbacks. She asked if the building will be built to the edge of Park Avenue. Mr. Astorga explained that the building will not be expanded. The non-historic additions were added in 1987 and the building was modified to accommodate emergency access. Because they were built prior to enactment of the HR-2 Zone, they are legal non-complying uses and that area will not be expanded in any form. The new Lot 1, which is part of the lot underneath the building, would go to that area. Ms. Matsumoto asked if there will be room to screen exterior trash and Mr. Astorga explained that the area has been mitigated on the north side of the structure and the Park Avenue side cannot be utilized for deliveries, trash, etc. Park Avenue will remain residential in character.

Liza Simpson asked if residents' concerns are sufficiently addressed during Sundance. Francisco Astorga pointed out that the Planning Commission added Condition of Approval No. 12 regarding special events. She noted that they were not allowed in the first place and the violations became a problem. Mr. Astorga felt there this can be better managed because of improved communication between departments on the situation.

Dick Peek pointed out that until the plat is recorded, building permits are at risk. Construction staging should be on asphalt and prior to plat recordation the parking lot needs to be removed. It seems like a disconnect and a timing issue. Mr. Astorga acknowledged the fact and relayed that the only permit that has been issued has been for the shell. No other building permits have been issued but he recognized Mr. Peek's

concern. Mark Harrington interjected that it is more of a procedural step because the applicant has the benefit of plat approval which will make the permit eligible.

Alex Butwinski referred to Condition No. 12. Council approved an additional code enforcement position as part of the budget for off-hours coverage which would be a good resource for the neighborhood. He asked Mr. Peek if his concern was addressed on Condition No. 11. Mr. Rona explained that this was a condition that was suggested by Planning Commissioner Wintzer and something the Planning Commission wanted to include to better protect the neighbors during the Sundance Film Festival. He clarified that his client was not responsible for the violations during Sundance and encouraged reading No. 11 and 12 together. The locked fence will be there for the entire winter and the condition is that it can only be used for construction staging. If there is a problem, adequate conditions are in place. With regard to Council member Peek's concern, achieving plat recordation is what everyone wants, including the neighbors who do not like the current situation. The parking lot is a legal use and the applicant is agreeing to make it go away.

Mark Harrington asked if there is anything else besides the regulations of the zone that govern the use of the parking lot and Mr. Astorga answered no. Mr. Harrington proposed that the terms of the landscape guarantee agreement could provide protection in the event the construction ceases altogether. He suggested that this be addressed by Council giving direction to the Chief Building Official to establish some terms that minimize the possibility of the past violations of the zoning. It could be accomplished through a management plan. If it reverts to a parking lot use, the City would have at least some operational requirements which can be addressed in the landscape guarantee. This would give the City an additional tool for enforcement.

Francisco Astorga pointed out a mistake in Finding of Fact No. 29, correcting 75 feet to read 95 feet. Mayor Williams commented on the large number of Findings of Fact for this project. The Mayor asked which Conditions were prompted directly by the residents and Joe Rona identified Nos., 5, 6, 7, 8 and 9. The Mayor opened the public hearing. There were no comments from the audience.

Mayor Williams acknowledged the appreciated cooperation between both law firms. Mark Harrington suggested that the motion include direction to staff to address the landscape guarantee as part of the approval or just add a Condition of Approval that the Chief Building Official shall add conditions to the landscape guarantee to address future use of the parking lot, should it be reinstated.

Liza Simpson, "I move that we approve an Ordinance approving the 573 Main Street three-lot subdivision, plat amendment located at 573 Main Street with the final condition of approval suggested by the City Attorney and Francisco's correction regarding lot depth". Andy Beerman seconded. Alex Butwinski stated that the Park Avenue houses across the street are good examples of historic preservation. Motion unanimously carried.

Ordinance No. 12-21

**AN ORDINANCE APPROVING THE 573 MAIN STREET PLAT AMENDMENT
LOCATED AT 573 MAIN STREET, PARK CITY, UTAH.**

WHEREAS, the owners of the property located at 573 Main Street, All of Lots 16, 17, 18, 29, 30, 31 and the South 19 feet of Lot 19 and the Southerly 18.98 feet of the Easterly 20 feet of Lot 28, Block 9, PARK CITY SURVEY, AMENDED, according to the official plat thereof on file and of the record in the Summit County Recorder's Office. PC-133, have petitioned the City Council for approval of the 573 Main Street Plat Amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 25, 2012, June 28, 2012, July 11, 2012, to receive input;

WHEREAS, the Planning Commission, on July 11, 2012, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 26, 2012, the City Council conducted a public hearing on the 573 Main Street Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 573 Main Street Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 573 Main Street Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 573 Main Street and 564 & 572 Park Avenue.
2. This is a request to reconfigure six (6) Old Town lots and portions of two lots into three (3) lots of record through a plat amendment request.
3. The entire area is identified with Summit County as parcel no. PC-133.
4. Proposed Lot 1 located off Main Street consists of the site of the Claimjumper building.
5. Proposed Lots 2 and 3 located off Park Avenue consists of two residential lots.

6. The owner desires to remodel the interior walls to create a night club/bar/restaurant on the basement level, a restaurant with a lobby for access to the living units above on the main level, and the two (2) upper levels for residential use with one (1) living unit on each floor.
7. The Main Street lots are currently within the HCB District.
8. The Park Avenue lots are currently within the HR-2 District.
9. The Claimjumper Hotel building is located on the property and was constructed across existing property lines.
10. The Historic Site Inventory (HSI) identifies the site as a landmark site.
11. The site is listed in the National Register of Historic Places.
12. The property fronts on, and receives legal access from Main Street.
13. The Park Avenue lots currently contain an asphalt parking lot with a concrete gutter.
14. The asphalt parking area is not striped with room for ten (10) parking spaces.
15. The Park Avenue lots also contains portion of the current Claimjumper Building consisting of a newer wooden structure with a walkway, covered entry, and stairs.
16. In March 2007 the Historic Preservation Board (HPB) determined that the structure contained additions that were added in 1987 that were not historically significant.
17. In April 2007 the City Council approved a single lot subdivision over the historic structure, Main Street lots only. This approval was voided because the conditions of approval were not met and the plat was not recorded within a year.
18. In June 2007 the Planning Department reviewed and approved a HDDR application to remove the non-historic additions and replace them with new additions including a roof addition of two (2) penthouse units.
19. The applicant did not meet the condition of approval of obtaining a building permit within a year's time from the approval date and the HDDR approval was voided because the approval expired.
20. In 2009 the City Council approved an ordinance approving amendments to the Land Management Code which changed the criteria for designation of historic sites.
21. The subject site was listed as a contributing building on the National Register of Historic Places in 1979 as part of the *Park City Main Street Historic District*.
22. The historic building was built within the historic period (1868-1929), is associated with the mining era, and retains its historic integrity.
23. The site meets the criteria set forth in LMC Chapter 15-11 in 2009 for designation as a Landmark Site.
24. The minimum lot area within the HCB is 1,250 square feet.
25. The proposed lot area for lot 1 is 8,999.8 square feet.
26. The minimum lot width within the HCB is twenty-five feet (25')
27. The proposed lot width for lot 1 is 94.97 feet.
28. The minimum lot depth within the HCB is fifty feet (50').
29. The proposed lot depth for lot 1 is 95 feet.
30. The proposed building pad equates to 1,101.5 square feet without the parking access easement. Due to the proposed parking easement on these two (2) lots the building pad would be furthered reduced by forty eight (48) square feet, totaling 1,053.5 square feet.
31. The maximum height envelope for the HCB District is thirty feet (30') at property line traversing at a forty-five degree (45°) angle back to a maximum of forty-five feet (45')

- above existing grade.
32. The existing historic building does not comply with the height envelope and therefore the building is a legal non-complying structure.
 33. The existing rear additions to the historic building currently encroach onto the adjacent lots which front onto Park Avenue and are located within the HR-2 zoning district. They consist of a newer wooden structure with a walkway, covered entry, and stairs.
 34. The proposed lots are reconfigured so that there are no improvements encroaching over the rear lot line.
 35. All commercial access to the Claimjumper Building, 573 Main Street, will be off Main Street.
 36. The minimum lot area within the HR-2 is 1,875 square feet.
 37. The proposed lot area for lot 2 and 3 is 2,060.97 square feet.
 38. The minimum lot width within the HR-2 is twenty-five feet (25')
 39. The proposed lot width for lot 2 and 3 is 37.47 feet.
 40. It has been estimated that the parking area was built between the late 1980's and early 1990's.
 41. The parking area located rear of the building was built to accommodate the various uses in the Claimjumper Hotel building.
 42. Currently the HR-2 District allows a *Residential Parking Area or Structure with greater than four (4) spaces* with a conditional use permit.
 43. The existing ten (10) car parking area is non-conforming because it does not comply with the current regulation.
 44. The property owner proposes to reconfigure the existing ten (10) car parking lot to an area to only consist of two (2) parking spaces total for the exclusive use of the residential units to be located within the Claimjumper interior remodel through a parking easement over the two (2) proposed Park Avenue lots.
 45. The proposed parking easement is allowed in the HR-2 District.
 46. The building footprint of the two Park Avenue lots will be limited to 917.8 square feet.
 47. Each lot will require two (2) off-street parking spaces for their residential use.
 48. In 1992 the Claimjumper Hotel building was being threatened with condemnation unless it could be brought up to acceptable safety level.
 49. The 1992 the current property owner applied for design review of two (2) additions to the building for stairs, including the addition off the back, to be reviewed by the Historic District Commission (HDC).
 50. In 1992 the Chief Building Official advised the HDC that if the additions could not be made to work, the building would have to be demolished.
 51. In 1992 the HDC approved the proposed building improvements.
 52. In 1992 four existing parking spaces will be lost with the proposed plan but the site plan called for additional parking on the Park Avenue side.
 53. In 1992 a design review condition of approval indicated that the additions were to meet all other requirements of the Land Management Code and Building Code.
 54. The HR-2 District was created from the HR-1 District in 2000.
 55. In 1988 the City created the Historic Residential – Low Intensity Commercial Overlay (HR-2) District.
 56. In this neighborhood when the HR-2 District was created in 2000 it changed the

base zone from HR-1 to HR-2 and it removed both the HR-2 (Historic Residential Low Intensity Commercial Overlay and HTO (Historic Transition Overlay) which were both overlay zones at the time.

57. The Claimjumper Building site is current in Main Street Parking Special Improvement District and therefore is exempt from the parking requirement.
58. The parking easement proposed to be dedicated with this plat amendment is for the benefit of the two proposed residential units in the 573 Main Street building.
59. The parking easement consists of two (2) parking spaces and a six foot (6') access straddling the shared common property line of the two (2) Park Avenue lots towards the Main Street lot.
60. The proposed parking area platted as an easement over lot 2 and 3 consist of legal parking space standards measuring nine feet (9') in width and eighteen feet (18') in length.
61. The existing parking lot shall be removed by replacing the current parking surface with landscaping until the structures are built on the HR-2 Lots. A landscaping plan shall be approved by the City, but it shall be sufficient to clearly prohibit parking of any vehicles. The existing parking lot shall be removed prior to plat recordation.
62. The two (2) parking spaces in the HR-2 District shall have a lockable controlled access prohibiting parking of vehicle traffic beyond those spaces.
63. The easement from the two (2) parking spaces on the HR-2 to the HCB shall be for the use by occupants of the residential units only.
64. Only one private access door may exist from the HCB District to the HR-2 District lots. All other exists must be for emergency access only.
65. This plat amendment request complies with the special HR-2A requirements.
66. The development is not part of a Master Planned Development (MPD).
67. There is no request to extend any of the existing buildings toward Park Avenue from its current location.
68. The current additions of the Claimjumper building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant.
69. The plat amendment complies with this requirement as no access is proposed from Park Avenue including service and delivery.
70. The proposed plat reduces the number of parking spaces from ten (10) to two (2) for the exclusive use of the residential units and not for the commercial use of the site. Staff recommends adding a condition of approval that the existing parking lot be removed as proposed before the plat is recorded.
71. The plat amendment complies with this requirement as no loading docks, service yards, exterior mechanical equipment, exterior trash compounds, outdoor storage, ADA access, or similar use associated with the HCB use is being proposed.
72. Staff recommends that a condition be added so that the property owner donates a preservation easement to the City for the Historic Structure before the plat is recorded.
73. The applicant submitted a Historic District Design Review application which has been approved per LMC Chapter 11.
74. There is no adjoining historic structure under common ownership or control that would trigger a CUP or MPD review.

75. The current additions of the building located on the HR-2 portion of the development were built before this specific regulation and therefore is considered legal non-compliant.
76. There is no request to transfer any residential density.
77. In June 2007 the property owner of that time executed a Covenant Not To Build over a specific area where the building encroaches over the HR-2 District.
78. There are many filed code enforcement issues at the subject site.
79. These complaints have been and are currently handled by the Building Department.

Conclusions of Law:

1. There is good cause for this plat amendment as the historic structure will no longer encroach on the rear lots and the Park Avenue lots will be combined to meet the minimum lot area. The proposed plat amendment will also eliminate a remnant parcel, portion of Lot 19 and Lot 29.
2. The proposed use and renovation of the building will provide an adaptive reuse to one of Park City's most historically significant buildings ensuring its use into the future.
3. As conditioned, the plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
4. The plat amendment is consistent with the Park City Land Management Code HR-2A special requirements.
5. Neither the public nor any person will be materially injured by the proposed plat amendment.
6. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

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1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers will be required for new residential construction along Park Avenue.
4. A 10 foot wide public snow storage easement shall be provided along Park Avenue.
5. The parking easement on Lots 2 and 3 for the benefit of Lot 1 is only permitted to be used for the residential units. The parking easement shall not be used for commercial purposes.
6. The existing parking lot shall be removed by replacing the current parking surface with landscaping until the residential structures are built on the HR-2 Lots. A landscaping plan shall be approved by the City, but it shall be sufficient to clearly prohibit parking of any vehicles. The existing parking lot shall be removed prior to plat recordation. The landscaping requirement would not be imposed until after

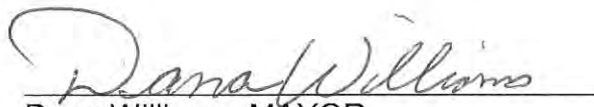
renovation is complete.

7. The two (2) space parking easement in the HR-2 District shall have a lockable controlled access prohibiting parking and vehicle traffic beyond those spaces.
8. The easement from the two (2) parking spaces on Park Avenue in the HR-2 District to Lot 1 in the HCB District shall be for the use by occupants of the residential units only.
9. Only one private access door for residential use may exist from the HCB District to the HR-2 District lots. All other exits must be for emergency access only.
10. The property owner shall donate a preservation easement to the City for the Historic Structure before the plat is recorded.
11. A chain link lockable construction fence is required on the HR-2 District to prohibit other uses besides construction staging to occur. This fence shall be installed no later than December 1, 2012 and shall remain in place at least till March 1, 2013.
12. There shall be no Special Event permit or Master Festival License activity that allows access through the rear of the property, off Park Avenue.
13. The Chief Building Official shall add conditions to the landscape guarantee to address future use of the parking lot, should it be retained.

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

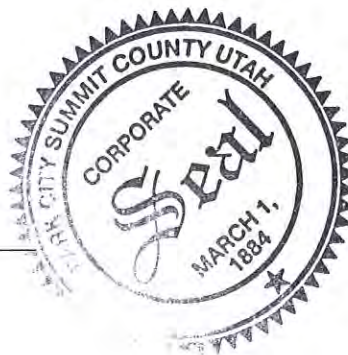
PASSED AND ADOPTED this 26th day of July, 2012.

PARK CITY MUNICIPAL CORPORATION


Dana Williams, MAYOR

ATTEST:

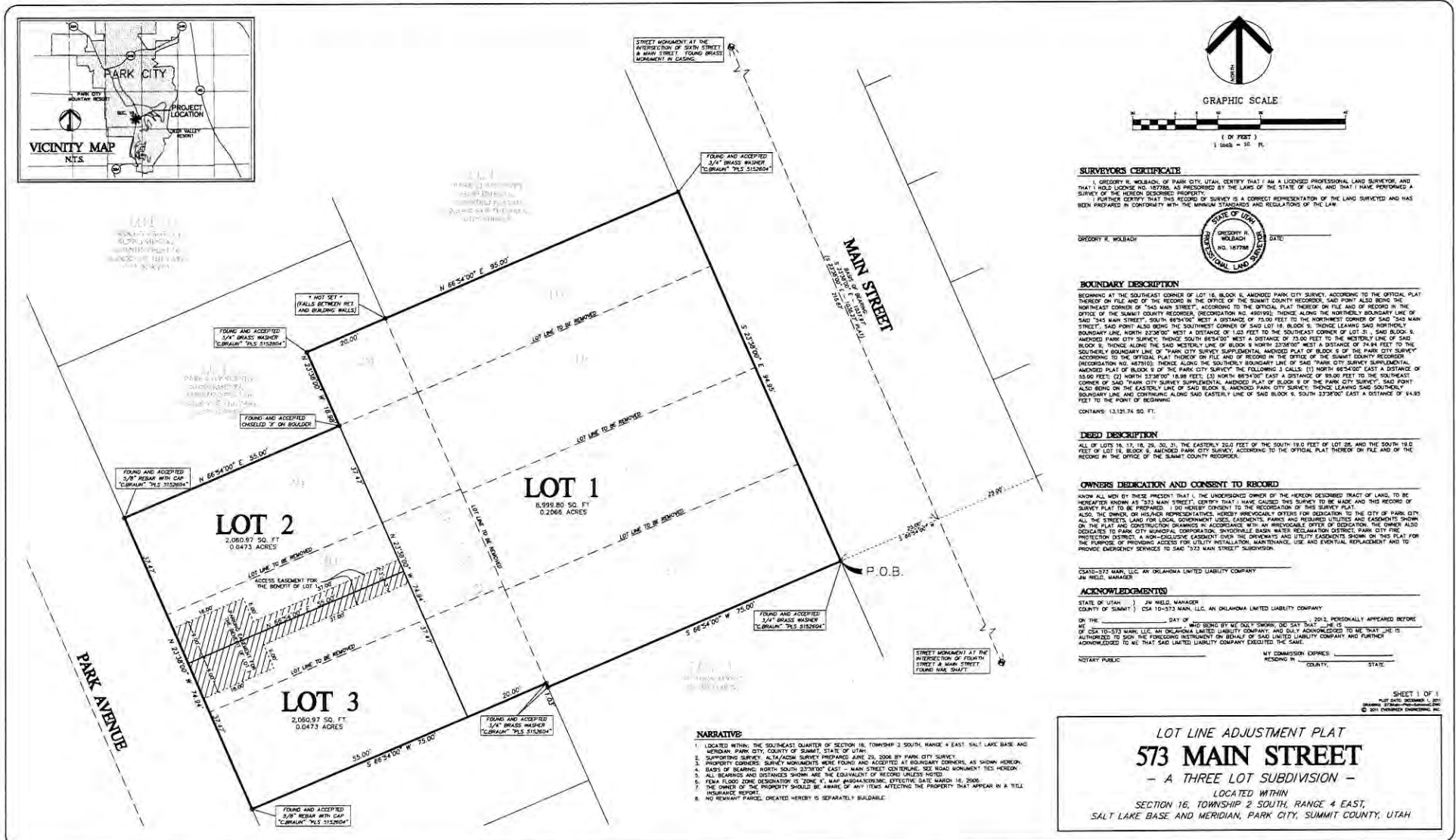

Janet M. Scott, City Recorder



APPROVED AS TO FORM:


Mark D. Harrington, City Attorney

Attachment 1 – Proposed Plat Amendment



Evergreen Engineering, Inc.

City Engineer, City Planning, City Surveying
12300 Broadway Drive, Suite 100
P.O. Box 2000, Park City, Utah 84302
Phone: (435) 646-4887 • Fax: (435) 646-4818
E-mail: info@evergreeneng.com



CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS DAY OF _____ A.D. 2012

CITY ENGINEER

SNYDERVILLE BASIN W.R.D.

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS DAY OF _____ A.D. 2012

BY:

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS DAY OF _____ A.D. 2012

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS DAY OF _____ A.D. 2012

CITY ATTORNEY

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY CITY COUNCIL THIS DAY OF _____ A.D. 2012 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED

MAYOR

CITY RECORDER

RECORDED

NO. _____ STATE OF _____ COUNTY OF SUMMIT RECORDED AND FILED AT THE REQUEST OF

COUNTY RECORDER

Francisco Astorga

From: John Plunkett <john@plunkettkuhr.com>
Sent: Friday, September 06, 2013 7:59 AM
To: Francisco Astorga
Cc: John Browning; Dianne Trahan; Bill Kershaw; Janet Kershaw; Thomas Simpson; wyndhamacre@gmail.com Cox; William Cox; Barbara Kuhr; Peter Ehrich; kirsten ehrich; Joe Tesch
Subject: Public Input re: 573 Main Street, PL-13-02041, Plat Amendment Extension

Hello Francisco,

Please accept this as public input from the owners of the five Park Ave homes that face the rear of the 'Claimjumper' building at 573 Main Street (which includes the vacant lots at 564 and 572 Park Avenue):

While we support the commercial development of Main Street, we think it is unreasonable for our residential street to remain a permanent staging area for Main Street work. If the applicant didn't happen to own vacant lots on Park Avenue, the City would not allow them to use Main Street in this way.

We request that City Council deny this request for a 1-year extension, and require the applicant to meet all conditions of approval and record the plat within the next 30 days, for the following reasons:

1. Plat extension requests are typically routine, since they are required to be recorded before building permits are issued. But this request is anything but routine — 573 Main Street has received multiple building permits over a three-year period without a valid plat. The City gave the applicant a year to record this plat and cure this situation, but the applicant has so far failed to do so.
2. Two requirements of the plat approval are the removal of the existing parking lot, and landscaping that will prevent any parking there until homes are built on the vacant lots. The Park Ave vacant lots have been used by various owners as a 'construction staging area' for over a decade now, creating one of the few real eyesores in all of Park City (see attached photo). Homeowners have a reasonable expectation, and the City requires property owners to maintain the appearance of their property for the shared benefit of all.
3. Earlier this year the applicant purchased the 'April Inn' adjacent property. The vacant Park Ave lots of this property are accessed by a driveway from Main Street. 'Construction staging' could be moved to these lots, so that the 573 parking lot can be removed and the plat recorded. Additionally all access from Park Avenue for these Main Street commercial projects can be eliminated. This would go a long way to restoring the 'transition area' between commercial and residential of the HR-2 zone.

Thank-you for your consideration of our concerns,

Will & Linda Cox, 575 Park Avenue

Bill & Linda Kershaw, Tom Simpson, 569 Park Avenue

John & Dianne Browning, 561 Park Avenue

Barbara Kuhr & John Plunkett, 557 Park Avenue

Peter & Kirsten Ehrich, 553 Park Avenue



Francisco Astorga

From: John Plunkett <john@plunkettkuhr.com>
Sent: Friday, September 06, 2013 2:09 PM
To: Francisco Astorga
Cc: Joe Tesch
Subject: Additional Public Input re: 573 Main Street, PL-13-02041, Plat Amendment Extension
Attachments: 573 Map.pdf

Hello Francisco,

Here is a diagram based on Google maps for the City Council hearing.

We think this is a good solution that balances the applicant's need for Main Street, HCB construction against the residential needs of Park Avenue, HR-1 and HR-2 residents.

We'd appreciate it if you would present this plan to City Council for their consideration.

Thanks for your assistance.

Proposed Solution to construction staging on Park Avenue.

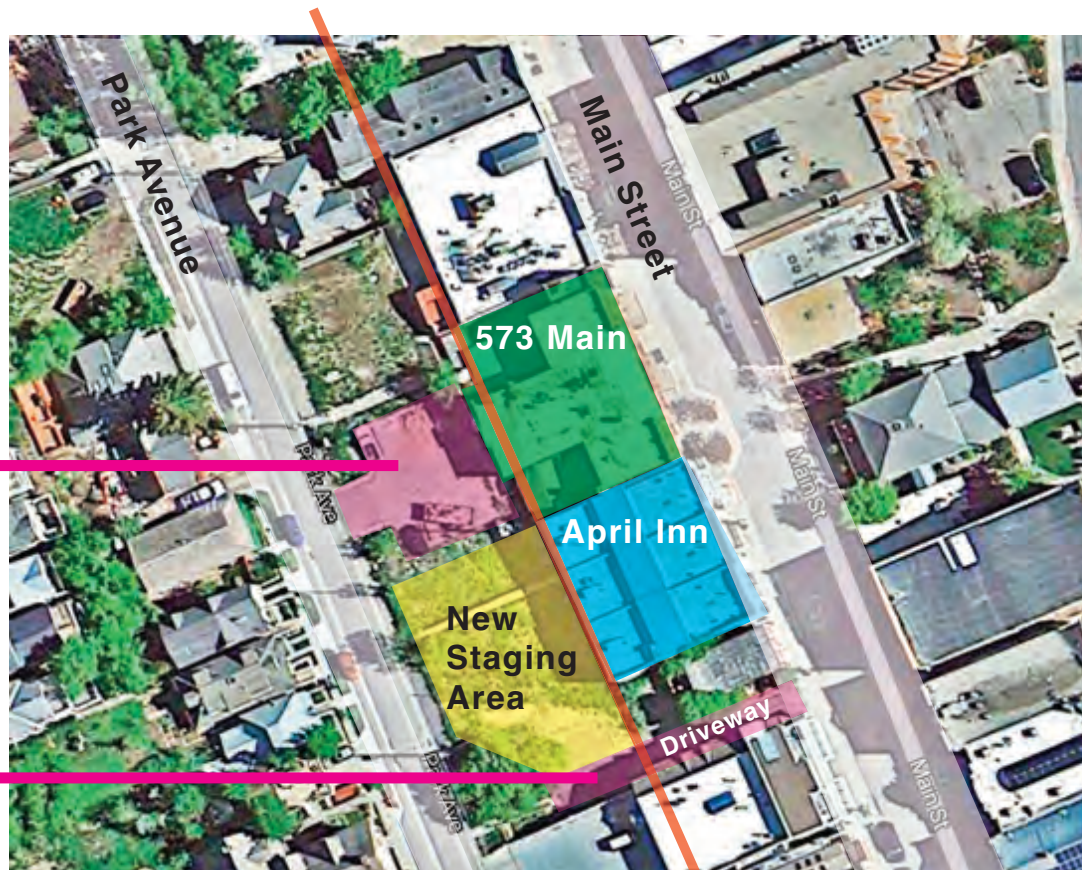
Move the staging area to the adjacent, vacant April Inn lots.
(Both properties are owned by the applicant)

This will allow the parking lot to be removed as required by the plat amendment. Then the Plat can be recorded.

The new staging area will be accessed from Main St by the existing driveway.

Parking Lot
Removed
and Plat
recorded

New
Staging Area
accessed
from HCB
zone



Residential, HR-1 and HR-2 zones

Commercial, HCB

City Council Staff Report



PLANNING DEPARTMENT

Application #: PL-13-02011
Subject: 1103 Lowell Avenue Plat
Author: Francisco Astorga, Planner
John Paul Boehm, Planning Technician
Date: September 12, 2013
Type of Item: Administrative – Plat Amendment Extension

Summary Recommendations

Staff recommends the City Council hold a public hearing for the 1103 Lowell Avenue Plat Amendment Extension and consider approving it based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant: Mark & Steven Parker, represented by Craig Elliott
Location: 1103/1105 Lowell Avenue
Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Residential
Reason for Review: Extensions of plat approval requires City Council review and approval

Background

On July 31, 2013, the City received a completed application for an extension of a plat amendment approval. The proposed plat combines all of Lot 1 & Lot 2, portion of Lot 3, 30, 31 & 32, Block 34, Snyder's Addition into one (1) lot of record.

On August 9, 2012, the plat amendment application was reviewed and approved by the City Council. The applicant is requesting a one year extension of approval from the original expiration date, August 9, 2013, in order to record the plat with the County offices.

On September 2, 2011 the City received the original completed application for the 1103 & 1105 Lowell Avenue Subdivision plat, a three (3) lot subdivision. After several meetings with City Staff, the applicants amended their application to create one (1) lot of record on their property, to be known as the 1103 Lowell Avenue Plat Amendment.

The Planning Commission had some concerns related to the maximum floor area that could be built on the proposed one (1) lot combination. Given the character of the west side of Lowell Avenue staff found the proposed lot combination consistent with the neighborhood. There were also discussions recognizing that fact that there are no historic structures on Lowell Avenue and that the area did not reflect the purpose statements of the HR-1 District. It was discussed that after the General Plan update/amendment/re-write, that this area would most likely be of a different zone

designation to match the future plans of this neighborhood. See Exhibit B.

The Planning Commission reviewed the plat amendment application for 1103 Lowell Avenue during their July 25, 2012 meeting. The Commission forwarded a positive recommendation on a 3-2 vote.

Analysis

According to Land Management Code § 15-7.1-6(C)(5) applicants may request time extensions of City Council plat amendment approvals by submitting in writing to the Planning Department prior to the expiration of the approval. The City Council may grant an extension to the expiration date when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the General Plan or the LMC in effect. Change in circumstance includes physical changes to the property or surroundings.

The plat amendment extension contains no modifications to the approved plat amendment; therefore, Staff finds that the findings of fact, conclusions of law and conditions of approval from the approved plat amendment are still valid.

Staff finds good cause for this plat amendment as the lot lines going through the building will be removed. The remnant parcels will become part of the legal lot of record. The proposed lot will be consistent with the west side of Lowell Avenue. This plat amendment is consistent with the Park City LMC and applicable State law regarding subdivision plats.

Department Review

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

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

Public Input

No public input has been received as of the time of the writing of this report.

Alternatives

- The City Council may approve the 1103 Lowell Avenue Plat Amendment Extension as conditioned or amended; or
- The City Council may deny the 1103 Lowell Avenue Plat Amendment Extension and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on 1103 Lowell Avenue Plat Amendment Extension.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The site would remain as is and no construction could take place over property lines.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving the 1103 Lowell Avenue Plat Amendment Extension based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat

Exhibit B – August 9, 2012 City Council Staff Report

Exhibit C – August 9, 2013 City Council Meeting Minutes

Exhibit D – Ordinance 12-24

Exhibit A: Draft Ordinance with Proposed Plat

Ordinance No. 13-XX

**AN ORDINANCE APPROVING THE 1103 LOWELL AVENUE PLAT AMENDMENT
EXTENSION AT 1103/1105 LOWELL AVENUE, PARK CITY, UTAH.**

WHEREAS, the owner of the property located at 1103/1105 Lowell Avenue has petitioned the City Council for approval of the plat amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on July 25, 2012, to receive input on the 1103 Lowell Avenue plat amendment; and

WHEREAS, the Planning Commission, on July 25, 2012, forwarded a positive recommendation to the City Council on the 1103 Lowell Avenue plat amendment; and,

WHEREAS, on August 9, 2012, the City Council held a public hearing to receive input on the 1103 Lowell Avenue plat amendment; and,

WHEREAS, on August 9, 2012, the City Council approved the 1103 Lowell Avenue plat amendment; and,

WHEREAS, on September 12, 2013, the City Council held a public hearing to receive input on the plat amendment extension; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the 1103 Lowell Avenue plat amendment extension.

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

SECTION 1. APPROVAL. The 1103 Lowell Avenue as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 1103/1105 Lowell Avenue.
2. The site is within the HR-1 District
3. The property owner requests to combine all of Lot 1 & Lot 2, portion of Lot 3, 30, 31 & 32, Block 34, Snyder's Addition into one (1) lot of record.

4. The area currently identified by the Summit County as parcel no. SA-321-A.
5. Currently the site contains a three (3) story duplex.
6. The structure was built in 1978.
7. The subject area contains portion of lot 30, 31, and 32 do not have access to a right-of-way.
8. The proposed subdivision plat creates one (1) lot of record consisting of 8,680 square feet.
9. The minimum lot area for a single family dwelling is 1,875 square feet.
10. The minimum lot area for a duplex is 3,750 square feet.
11. When the structure was built a two-family building (duplex) was an allowed use.
12. Currently a duplex is a conditional use.
13. The current use of the property is considered legal non-conforming.
14. The minimum lot width allowed in the district is twenty-five feet (25').
15. The proposed width is sixty-two feet (62').
16. The proposed lot combination meets the lot and site requirements of the HR-1.
17. The duplex does not meet current LMC standards for side setbacks and building height, i.e. vertical articulation.
18. The current building on the site is considered legal non-complying.
19. The area of the lot combination is consistent with the lots on the western side of Lowell Avenue.
20. The use is also consistent as this portion of Lowell Avenue has various duplex and condominiums on the north and the south of the subject site.
21. The Plat Amendment was approved by the City Council on August 9, 2012.
22. The applicant was to record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, the plat amendment approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
23. Land Management Code § 15-7.1-6(C)(5) indicates that applicants may request time extensions of City Council plat amendment approvals by submitting in writing to the Planning Department prior to the expiration of the approval.
24. On July 31, 2013 a writing request was submitted to the City to asking for a one year extension. The written request was filled prior to the expiration date.
25. The City Council may grant an extension to the expiration date when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the General Plan or the LMC in effect.
26. The plat amendment extension contains no modifications to the approved plat amendment.
27. Staff finds that the findings of fact, conclusions of law and conditions of approval from the approved plat amendment are still valid.

Conclusions of Law:

1. There is good cause for this Subdivision Plat as the lot lines going through the building will be removed, remnant parcels will become part of the legal lot of record. And the proposed lot will be consistent with the Lowell Avenue west

portion of the street.

2. The Subdivision Plat is consistent with the Park City Land Management Code, The General Plan, and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed Subdivision Plat.
4. Approval of the Subdivision plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
5. There is good cause for this plat amendment extension as the written request was submitted to the City prior to the expiration date.
6. No change in circumstance results in an unmitigated impact or that would result in a finding of non-compliance with the General Plan or the Land Management Code.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County by July 26, 2014. If recordation has not occurred, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All new construction will require modified 13-D sprinklers,
4. A ten feet (10') wide public snow storage easement will be required along the front of the property.

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

PASSED AND ADOPTED this _____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

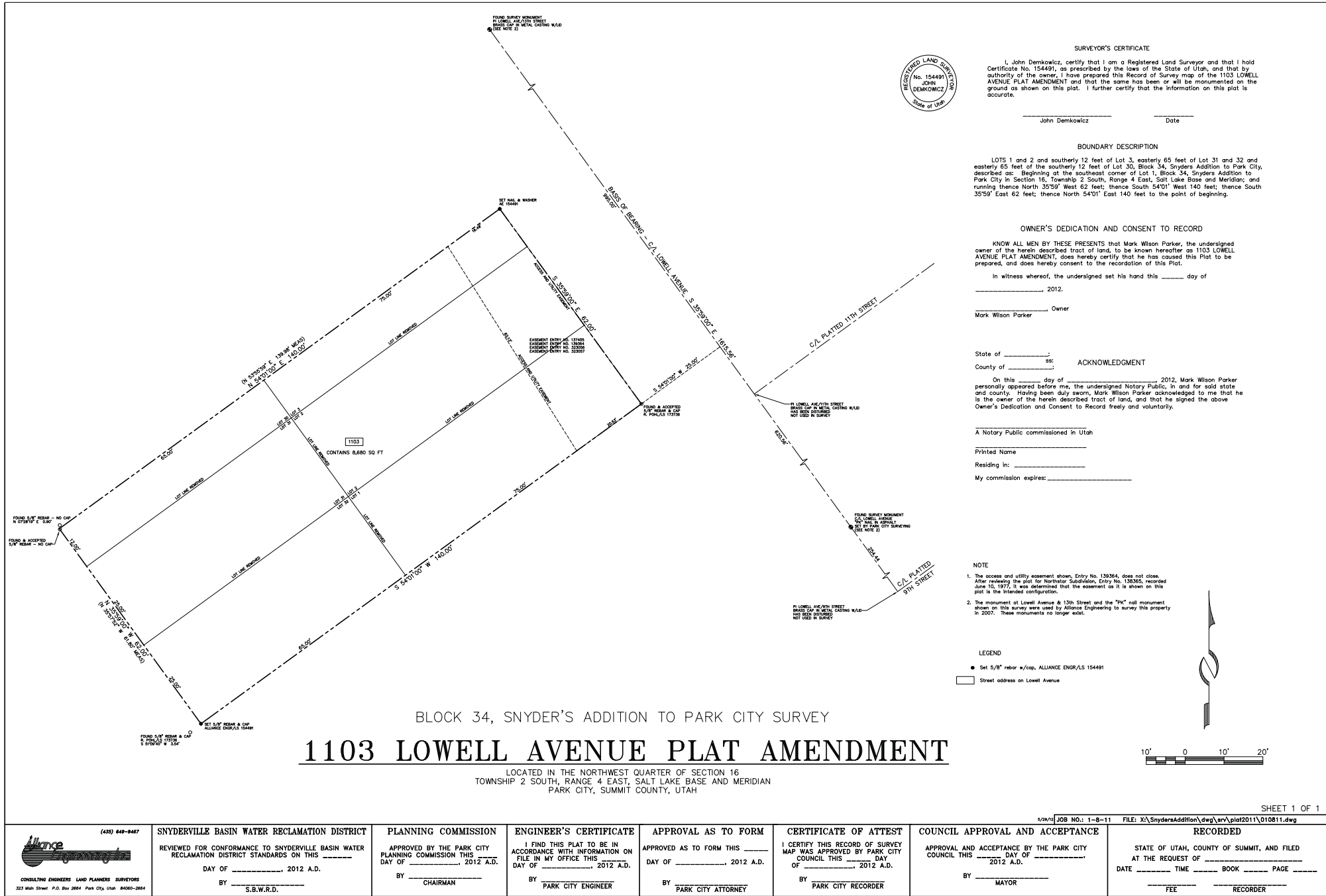
ATTEST:

Marci Heil, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment A – Proposed Plat



City Council Staff Report

Application #: PL-11-01339
Subject: 1103 Lowell Avenue Plat
Author: Francisco Astorga, Planner
Date: August 9, 2012
Type of Item: Administrative – Plat Amendment



Summary Recommendations

Staff recommends the City Council hold a public hearing and consider approving the 1103 Lowell Avenue Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant: Mark & Steven Parker, represented by Craig Elliott
Location: 1103/1105 Lowell Avenue
Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council action

Proposal

The property owner requests to combine all of Lot 1 & Lot 2, portion of Lot 3, 30, 31 & 32, Block 34, Snyder's Addition into one (1) lot of record.

Purpose

The purpose of the Historic Residential (HR-1) District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Background

On September 2, 2012 the City received a completed application for the 1103 & 1105 Lowell Avenue Subdivision plat, a three (3) lot subdivision. The property is located at 1103/1105 Lowell Avenue in the Historic Residential (HR-1) District. During the internal

development review it was identified that their proposal was going to have difficulties complying with the policies of the Snyderville Basin Water Reclamation District (SBWRD) regarding sewer lines over easements. After several meeting with City Staff including the City Engineer and the SBWRD the applicant amended their application to create one (1) lot of record of their property currently identified by the Summit County as parcel no. SA-321-A, to be known as 1103 Lowell Avenue Plat Amendment.

Currently the site contains a three (3) story duplex setback twenty-seven feet (27') from the front property line. According to Summit County records the structure was built in 1978 and contains a total of 3,155 square feet. The duplex is forty-six feet (46') in width and twenty-five feet (25') in length, excluding the decks on the north and south façade. The footprint of the duplex is approximately 1,150 square feet. The subject area contains portion of lot 30, 31, and 32, which do not have access to a right-of-way (Pacific Avenue was vacated by the City numerous years ago). Two (2) of the existing lots currently meet the minimum lot area in the HR-1 District.

The Planning Commission reviewed this plat amendment request during their July 25, 2012 meeting. The Commission forwarded a positive recommendation on a 3-2 vote.

Analysis

The proposed plat amendment creates one (1) lot of record consisting of 8,680 square feet. The minimum lot area for a single family dwelling is 1,875 square feet. The minimum lot area for a duplex is 3,750 square feet. The site currently contains a duplex that was built in 1978. When the structure was built a two-family building (duplex) was an allowed use in the district. Currently a duplex is a conditional use.

The minimum lot width allowed in the district is twenty-five feet (25'). The proposed width is sixty-two feet (62'). The proposed lot combination meets the lot and site requirements of the HR-1 District described below.

Requirement	Permitted
Building Footprint	2,664.8 square feet (based on the lot area of 8,680 square feet)
Front/rear yard setbacks	15 feet minimum, 30 feet total (based on the lot depth of 140 feet)
Side yard setbacks	5 feet minimum, 14 feet total (based on the lot width of 62 feet)
Height	27 feet above existing grade, maximum.
Number of stories	A structure may have a maximum of three (3) stories.
Final grade	Final grade must be within four (4) vertical feet of existing grade around the periphery of the structure.
Vertical articulation	A ten foot (10') minimum horizontal step in the downhill façade is required for a for third story
Roof Pitch	Roof pitch must be between 7:12 and 12:12 for primary roofs. Non-primary roofs may be less than 7:12.

Parking	Two (2) parking spaces per unit.
---------	----------------------------------

Staff has identified that the duplex does not meet current LMC standards outlined above such as the side setbacks and height including vertical articulation. The current building on the site is considered legal non-complying. The LMC indicates that a non-conforming use and non-complying structure may continue to be used and maintained subject to the standards and limitation of LMC Chapter §15-9.

As show on the Vicinity Map below the character of the west side of Lowell Avenue is completely different than the character of the east side of the street.



The area of the lot combination is consistent with the lots on the west side of Lowell Avenue. The lots on the east side of Lowell Avenue contain the traditional Old Town configuration (25'x75'). The use is also consistent as this portion of Lowell Avenue has various duplexes and condominiums on the north and the south of the subject site.

In July/August of 2011 Planning Staff, the Planning Commission, and the City Council discussed lot combinations, plat amendments, and further limitations to achieve greater compatibility with the historic character in terms of mass and volume. At that time, the Planning Commission and City Council choose not to amend the Land Management

Code (LMC).

During the many meetings and discussions it was recognized that the area around the Northstar Subdivision did not reflect the purpose statements of the HR-1 District as there are no historic structures on Lowell Avenue and the lot areas are much larger than the historic configuration. It was also discussed that after the General Plan update/amendment/re-write, that this area would most likely be of a different zone designation to match the future plans of this neighborhood.

Staff finds good cause for this plat amendment as the lot lines going through the building will be removed. The remnant parcels will become part of the legal lot of record. The proposed lot will be consistent with the west side of Lowell Avenue. This plat amendment is consistent with the Park City LMC and applicable State law regarding subdivision plats.

The Planning Commission had some concerns related to the maximum floor area that could be built on the proposed one (1) lot combination. Given the character of the west side of Lowell Avenue staff finds the proposed lot combination consistent with the neighborhood. See Exhibit H.

Process

Any improvements on the lots will require a Historic District Design Review, which are reviewed administratively by the Planning Department. Staff review of a Building Permit is not publicly noticed nor subject to review by the Planning Commission unless appealed. The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review

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

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

Public Input

Staff received several questions regarding the proposed plat amendment request. Brian Van Hecke submitted an email on July 18, 2012, see exhibit G. Public input was also received during the July 27, 2012 Planning Commission meeting as property owners were concerned with the an access easement through the subject site.

Alternatives

- The City Council may approve the 1103 Lowell Avenue Plat Amendment as conditioned or amended; or

- The City Council may deny the 1103 Lowell Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on 1103 Lowell Avenue Plat Amendment.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The site would remain as is and no construction could take place over property lines.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving the 1103 Lowell Avenue Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat

Exhibit B – Survey

Exhibit C – Aerial & Site Photographs

Exhibit D – County Plat Map

Exhibit E – Northstar Subdivision

Exhibit F – Vicinity Map with building footprints

Exhibit G – Public Input

Exhibit H – Minutes from July 27, 2012 Planning Commission meeting

Exhibit A: Draft Ordinance with Proposed Plat

Ordinance No. 12-

**AN ORDINANCE APPROVING THE 1103 LOWELL AVENUE PLAT AMENDMENT
AT 1103/1105 LOWELL AVENUE, PARK CITY, UTAH.**

WHEREAS, the owner of the property located at 1103/1105 Lowell Avenue has petitioned the City Council for approval of the plat amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on July 25, 2012, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on July 25, 2012, forwarded a recommendation to the City Council; and,

WHEREAS, on August 9, 2012, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Ontario Canyon Subdivision.

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

SECTION 1. APPROVAL. The 1103 Lowell Avenue as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 1103/1105 Lowell Avenue.
2. The site is within the HR-1 District
3. The property owner requests to combine all of Lot 1 & Lot 2, portion of Lot 3, 30, 31 & 32, Block 34, Snyder's Addition into one (1) lot of record.
4. The area currently identified by the Summit County as parcel no. SA-321-A.
5. Currently the site contains a three (3) story duplex.
6. The structure was built in 1978.
7. The subject area contains portion of lot 30, 31, and 32 do not have access to a right-of-way.
8. The proposed subdivision plat creates one (1) lot of record consisting of 8,680

square feet.

9. The minimum lot area for a single family dwelling is 1,875 square feet.
10. The minimum lot area for a duplex is 3,750 square feet.
11. When the structure was built a two-family building (duplex) was an allowed use.
12. Currently a duplex is a conditional use.
13. The current use of the property is considered legal non-conforming.
14. The minimum lot width allowed in the district is twenty-five feet (25').
15. The proposed width is sixty-two feet (62').
16. The proposed lot combination meets the lot and site requirements of the HR-1.
17. The duplex does not meet current LMC standards for side setbacks and building height, i.e. vertical articulation.
18. The current building on the site is considered legal non-complying.
19. The area of the lot combination is consistent with the lots on the western side of Lowell Avenue.
20. The use is also consistent as this portion of Lowell Avenue has various duplex and condominiums on the north and the south of the subject site.

Conclusions of Law:

1. There is good cause for this Subdivision Plat as the lot lines going through the building will be removed, remnant parcels will become part of the legal lot of record. And the proposed lot will be consistent with the Lowell Avenue west portion of the street.
2. The Subdivision Plat is consistent with the Park City Land Management Code, The General Plan, and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed Subdivision Plat.
4. Approval of the Subdivision plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All new construction will require modified 13-D sprinklers,
4. A ten feet (10') wide public snow storage easement will be required along the front of the property.

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

PASSED AND ADOPTED this _____ day of _____, 2012.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment A – Proposed Plat

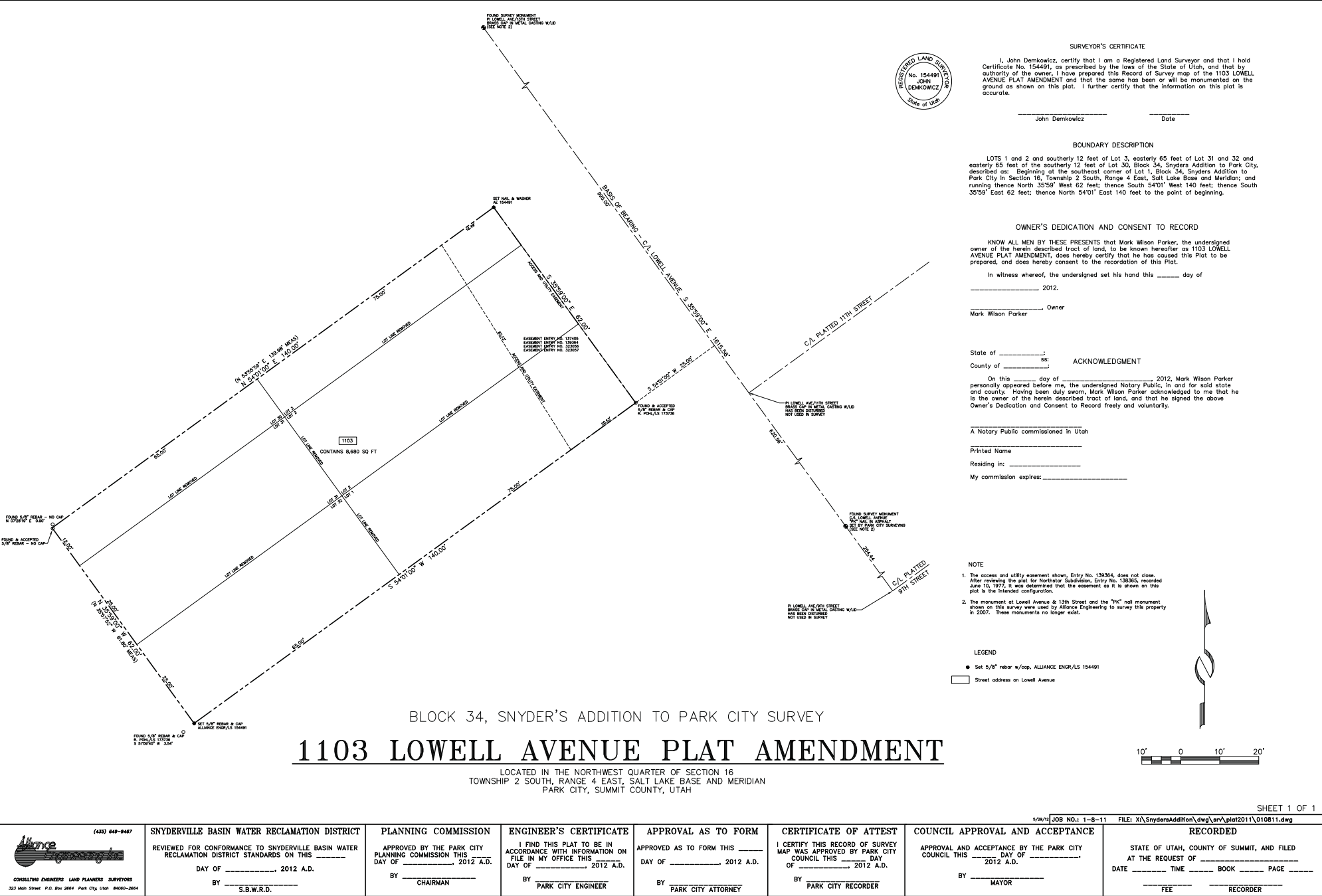


Exhibit B – Survey

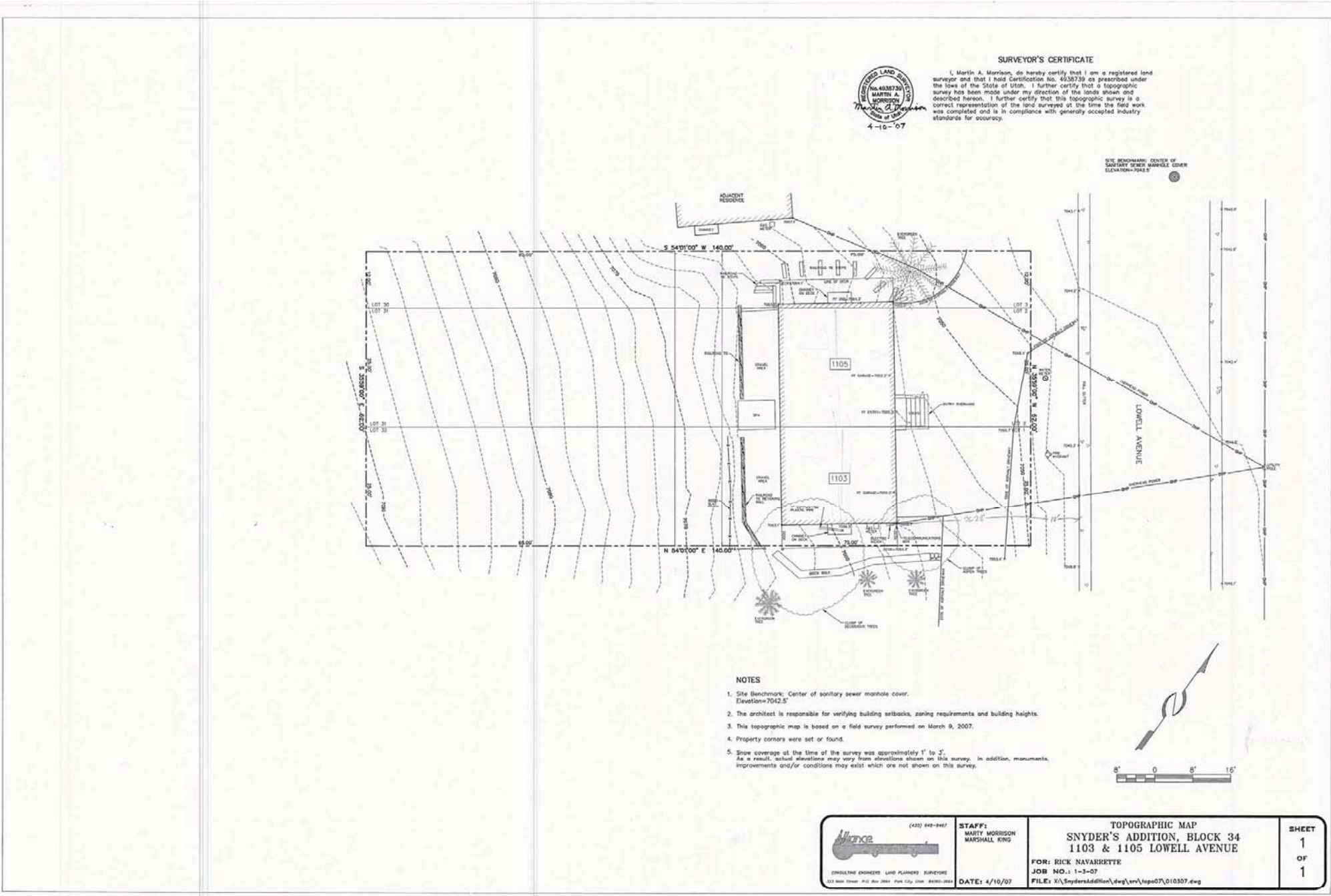


Exhibit C – Aerial & Site Photographs



**elliott
workgroup**
architecture

Photographs

August 8, 2011



**1103 -1105
Lowell Avenue**
Park City, Utah 84060

Exhibit D – County Plat Map

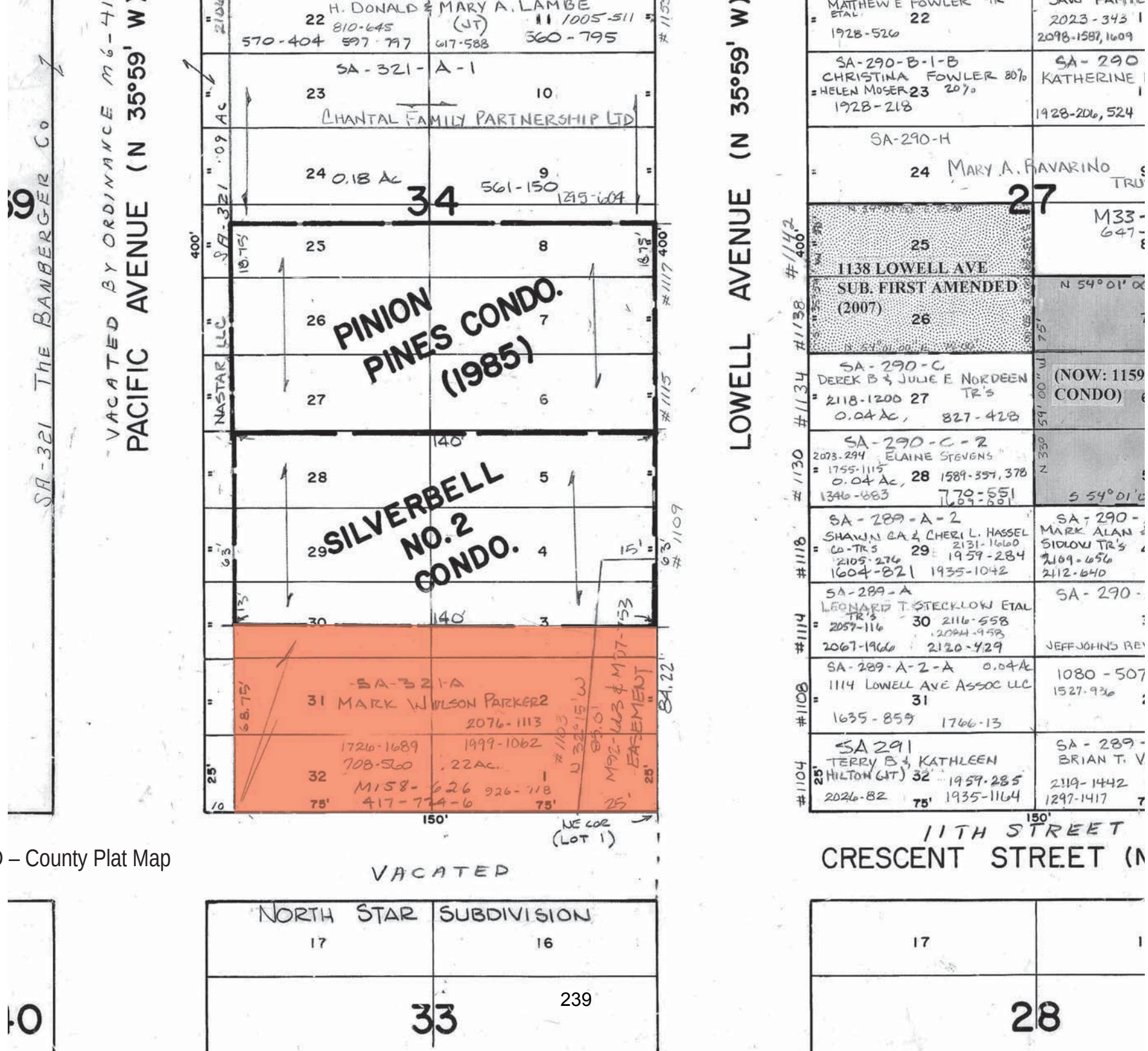


Exhibit E – Northstar Subdivision

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I THE UNDERSIGNED
OWNER OF THE HEREIN DESCRIBED TRACT OF LAND HAVING CAUSED
SAME TO BE SUBDIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS
NORTHSTAR SUBDIVISION DO HEREBY
DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS
OF LAND SHOWN ON THIS PLAT AS INTENDED FOR
PUBLIC USE, IN WITNESS WHEREOF I HAVE HEREUNTO SET
MY HANDS THIS 16TH DAY OF February A.D. 1977

Joseph E. Bernardo, III

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE

ON THIS 16th DAY OF February, A.D. 1977 PERSONALLY
APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID
STATE AND COUNTY, JOSEPH E. BERNOLFO III WHO AFTER
BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE
OWNER OF THE HEREIN DESCRIBED TRACT OF LAND
AND THAT HE SIGNED THE OWNERS DEDICATION FREELY
AND VOLUNTARILY

Lisa D. Jensen MY COMMISSION EXPIRES 12-10-80
NOTARY PUBLIC RESIDING IN SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

BACKL J. JOHNSON DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO 4496 AS PRE-SCRIBED 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 BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREAFTER TO BE KNOWN AS NORTHSTAR SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

[illegible]

TOGETHER WITH AN EASEMENT FOR ACCESS, BEGINNING AT A POINT WHICH IS SOUTH 89°35'00" WEST ALONG THE CENTER OF SECTION LINE 26-87, 50 FEET FROM THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MIDDLEMAN AND NORTH 89°31'00" WEST ALONG THE WESTERLY CORNER WAY LINE OF LOT 16, LUTWELL TRACT, 144.725 FEET, AND RUNNING THEREAFT SOUTH 84°30'00" WEST 100 FEET, THENCE NORTH 89°41'00" WEST 25.00 FEET, THENCE NORTH 50°00'00" EAST 15.00 FEET, THENCE SOUTH 88°39'00" EAST 44.82 FEET TO THE POINT OF BEGINNING.

[Signature]
JAMES J. JOHNSON

February 16, 1977
DATE

RECORDED CONCURRENTLY
THAT CERTAIN AGREEMENT TITLED "RELEASE, WAIVER AND AGREEMENT OF
PROPOSED NORTHSTAR SUBDIVISION" MADE ON THE 29TH DAY OF APRIL, 1977 BY AND
BETWEEN PARK CITY MUNICIPAL CORPORATION AND JOSEPH E. BERNOLFO III,
RECORDED AND FILED

DATE 10/1/02 TIME 1:00 PM BOOK 157 PAGE 222
AT THE REQUEST OF Summit Co. Clerk
FEE 2.00
SUMMIT COUNTY RECORDER

PREPARED BY:

J. J. JOHNSON & ASSOCIATES
CIVIL ENGINEERING, LAND PLANNING, SURVEYING
1015 PARK AVE., P.O. BOX 1001
PARK CITY, UTAH 84090

FEB 77

CITY PLANNING COMMISSION

APPROVED & ACCEPTED BY THE PARK CITY
PLANNING COMMISSION THIS 16 DAY OF
Feb AD 1977

Bernie Watts
CHAIRMAN

ENGINEERS' CERTIFICATE

APPROVED & ACCEPTED BY THE PAOK OF
ENGINEERING DEPARTMENT THIS 2nd
DAY OF May AD 1977

John Grobner
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 17
DAY OF May A.D. 1977

Rich F. Coleman
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

ATTEST THIS 19th DAY OF
May A.D. 1987

Bruce C. Decker
POLICE CHIEF, BIRMINGHAM

COUNCIL APPROVAL & ACCEPTANCE

APPROVED & ACCEPTED BY THE PARK CITY
COUNCIL THIS 18 DAY OF Mar
A.D. 1977

Leon Thriarte
MAYOR

NO. 7383147 RECORDED

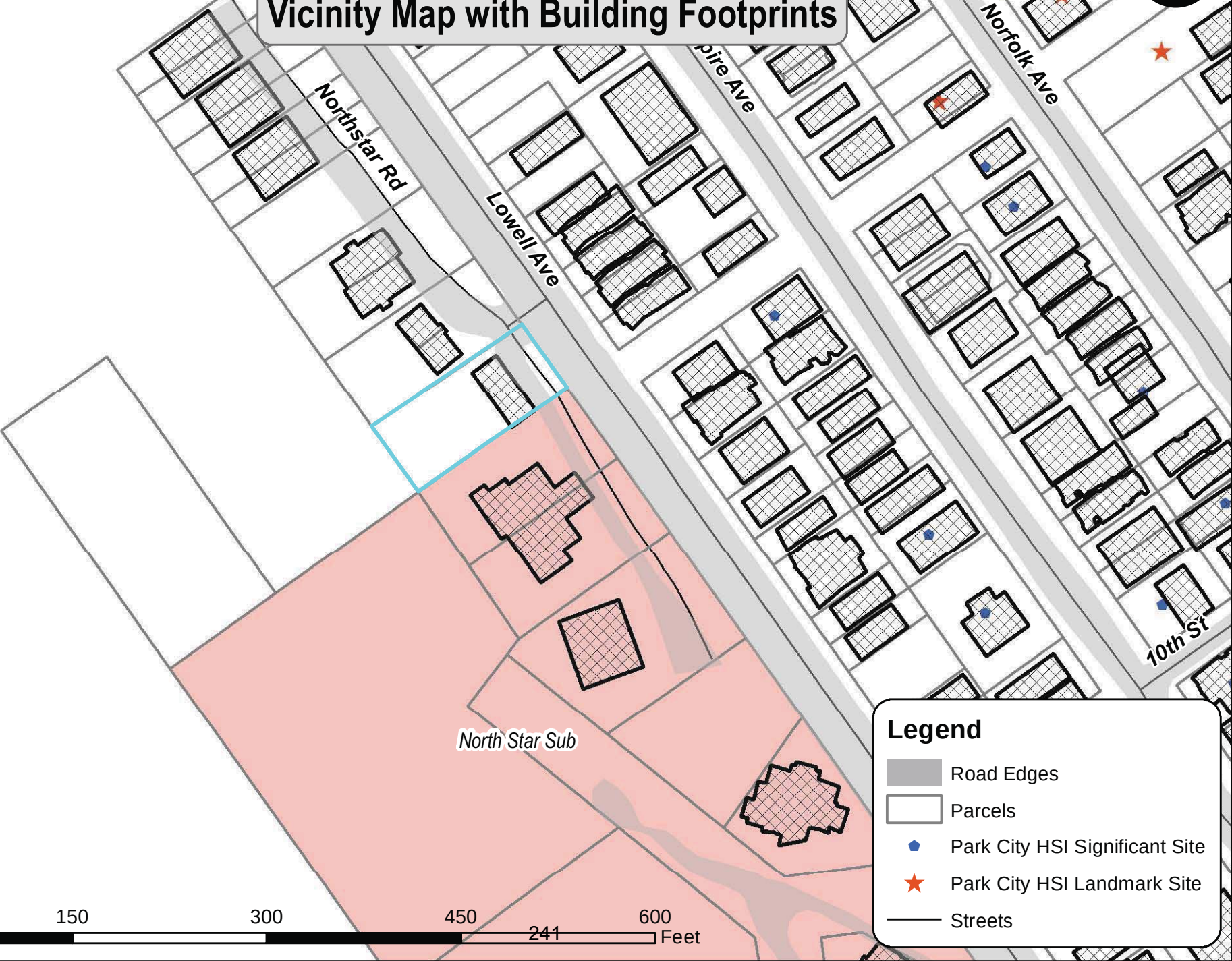
STATE OF UTAH, COUNTY OF SUMMIT RECORDED & FILED
AT THE REQUEST OF :

DATE 10/10/92 TIME 1:30 P

NINTH YEAR

1103/1105 Lowell Avenue
Vicinity Map with Building Footprints

Resort Townhomes Condo



Legend

- Road Edges
- Parcels
- Park City HSI Significant Site
- Park City HSI Landmark Site
- Streets

0 150 300 450 600 241 Feet

Francisco Astorga

From: Brian Van Hecke <bvhutah@gmail.com>
Sent: Wednesday, July 18, 2012 6:19 PM
To: Francisco Astorga
Subject: RE: 1103/1105 Lowell Avenue

Francisco,

Thanks for the email and background on this application.

I'm very concerned about the true agenda of this application and possible additional reasons for this lot combination. Are these clearly understood? I think it's important to understand now what their future plans are for this property (prior to approval of the lot combination).

It's very important that we protect the historical integrity Old Town. Please make sure that we do not open up the possibility for additional density added to this property at a later time. There is already too much density on many Old Town lots as a result of loopholes, past construction codes, etc.

I ask that the Park City planning department staff and planning commissioners ensure that future plans for this property and others strictly adhere to current Old Town development and construction codes, setbacks, height limits, etc.

Please contact me with any additional information or questions.

Regards,

Brian Van Hecke
1101 Empire Avenue
435-901-1500

From: Francisco Astorga [mailto:fastorga@parkcity.org]
Sent: Tuesday, July 17, 2012 12:47 PM
To: 'bvhutah@gmail.com'
Subject: 1103/1105 Lowell Avenue

Brian,

The property owner requests to combine all of Lot 1 & Lot 2, portion of Lot 3, 30, 31 & 32, Block 34, Snyder's Addition into one (1) lot of record. Currently the site contains a three (3) story duplex setback twenty-seven feet (27') from the front property line. According to Summit County records the structure was built in 1978 and contains a total of 3,155 square feet. The duplex is forty-six feet (46') in width and twenty-five feet (25') in length, excluding the decks on the north and south façade. The footprint of the duplex is approximately 1,150 square feet. The subject area contains portion of lot 30, 31, and 32 do not have access to a right-of-way. The only two (2) lots that currently meet the minimum lot area in the HR-1 District are platted lot 1 & 2. See attached exhibits.

Let me know if you have any questions.

Sincerely,

Francisco Astorga | Planner

Exhibit H – Minutes from July 27, 2012 Planning Commission meeting

Planning Commission Meeting
July 25, 2012
Page 2

CONTINUATION(S) – Public Hearing and Continue to Date Specified

30 Sampson Avenue – Steep Slope Conditional Use Permit (Application #PL-12-01487)

Chair Wintzer opened the public hearing. There was no comment. Chair Wintzer closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 30 Sampson Avenue – Steep Slope CUP to a date uncertain. Commissioner Worel seconded the motion.

VOTE: The motion passed unanimously.

543 Woodside Avenue – Steep Slope Conditional Use Permit (Application #PL-12-01507)

Chair Wintzer opened the public hearing. There was no comment. Chair Wintzer closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 547 Woodside Avenue Slope CUP to a date uncertain. Commissioner Hontz seconded the motion.

916 Empire Avenue – Steep Slope CUP (Application #PL-12-01533)

Chair Wintzer opened the public hearing. There was no comment. Chair Wintzer closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 916 Empire Avenue – Steep Slope CUP to August 8, 2012. Commissioner Worel seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. 1103/1105 Lowell Avenue – Plat Amendment **(Application #PL-11-01339)**

Referring to the work session discussion, Chair Wintzer believed this application was a perfect example of why the Planning Commission needs to be involved in the General Plan. This area needs help with zoning and the only people who would recognize that are the ones trying to work with it.

Planner Astorga reviewed the request for a plat amendment. An existing duplex was built in the early 1980's. The policy at that time was to build over property lines rather than to allow for lot

combinations. The City required that the property was owned in common ownership and the properties were under the same tax ID number. That policy has since changed and the applicant was requesting a lot combination through a plat amendment to combine the entire portion currently owned by the same property owner. The owner has indicated a desire to add more units behind the duplex in the future; however, that was not part of this application.

Planner Astorga noted that the plat amendment would create a large lot of record at 8,680 square feet, which would yield a maximum footprint of approximately 2,665 square feet. He pointed out that the duplex is not historic and could be demolished. The maximum floor area, minus the 10' setback required in the HR-1 under height, and minus any articulation, would be approximately 8,000 square feet.

The Staff recognized that there were no historic structures on Lowell Avenue. On the east side of the street there are smaller scale buildings that follow the pattern of 25' x 75' lots. There is a pattern of condominiums and duplexes on the west side of the road. The proposed lot size is consistent with the pattern of larger homes. Understanding that this is a unique neighborhood in the HR-1 District, the Staff would work on finding appropriate zoning for the west side of Lowell Avenue when updating the General Plan.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval.

Commissioner Thomas assumed the slope of the property was over 30%. Chair Wintzer asked if this property would come back to the Planning Commission for a steep slope CUP. Planner Astorga replied that it would come back if construction takes places on slopes 30% or greater.

Chair Wintzer opened the public hearing.

Rich Heatherington stated that he is the owner immediately to the south on Lot 1 of the North Star subdivision, and they share the common access easement with 1103 Lowell. He noted that Mr. Van Hecke had sent an email expressing concerns with density, and he echoed those concerns. Mr. Heatherington remarked that the issue is with the access road that is shared by the two houses to the immediate south. He noted that the current condition of the road is dilapidated and the current density is close. In addition, the parking access where the structure is built blocks snow plow access and emergency vehicle access. Mr. Heatherington noted that if the plat amendment creates a lot over 8500 square feet they could eventually fit four units on the lot. The LMC requirement of two parking spaces per unit would add eight cars. He pointed out that in its current condition the road is nearly impassable with two cars. Mr. Heatherington was concerned about the access coming off of Lowell that accesses the lots in North Star. He asked if the road would be repaired, if the grade would be changed, or if better access would be created if density occurs in the future.

Chair Wintzer clarified that access for the lot was off of Lowell and not the subdivision. Planner Astorga replied that this was correct. Access was over the subject property. There is an easement and he believed the users would be responsible for maintaining the access easement and not this

applicant. He would verify that with the recorded easement and share the information with the neighbors. If the easement does not identify the responsible party, that would need to be worked out among the neighbors. It is not something the City could enforce. Planner Astorga remarked that three different easements were shown over the property, but he was unsure who owned it. Chair Wintzer assumed it would be owned by Lots 1, 2 and 3.

Assistant City Attorney McLean stated that the proposed plat had four recorded easements listed.

Commissioner Savage understood that the easements were physical descriptions of the right-of-way and who holds them. Therefore, the combination of the lots would have no impact on the location of the easements. Planner Astorga replied that this was correct. Commissioner Savage clarified that this evening they were only talking about the combination of the lots; and that the existing easements would stand going forward, subsequent to the combination of lots.

Chair Wintzer believed this subdivision was done at a time in Park City's history when there was not a lot of follow through. He suggested that Mr. Heatherington do his own follow up to find out who owns the easements and what they entail. Planner Astorga had the recorded documents in the file and he offered to provide copies to Mr. Heatherington. Director Eddington noted that the recorded easements should describe the parties and their responsibility.

Chair Wintzer closed the public hearing.

Chair Wintzer remarked that the question for the Planning Commission was whether a possible 8,000 square foot house was appropriate in this neighborhood. He thought the answer was ambiguous in the purpose statement of the zone; but the size was clearly inappropriate when looking at the character of the neighborhood.

Commissioner Worel clarified that if the Planning Commission allows the plat amendment to create one large lot, the options would be to build an 8,000 square foot house or to divide the lot into two smaller lots. Chair Wintzer remarked that once the lot combination occurs, the applicant would have to come back to the Planning Commission to request a subdivision. He did not believe it would be subdivided because the intent of the plat amendment was to clean up the lot line under the existing structure. Planner Astorga stated that the lots could not be subdivided unless the duplex was demolished.

Commissioner Savage asked if when the Planning Commission is faced with the question of recommending a lot line combination to the City Council, whether they have the purview to delve into the intended use of the property subsequent to the lot line combination and stipulate constraints on what can be done. He asked if the applicant would be subject to constraints imposed by the Planning Commission that would not exist if that lot combination were already in existence.

Assistant City Attorney McLean stated that good cause is one criteria for a lot line adjustment or plat amendment. In the past the Planning Commission and the City Council have considered the neighborhood and the compatibility of what could be built. The use itself cannot be controlled if it is a use permitted by Code, but they can place constraints on size if there are findings of good cause for compatibility with surrounding properties in the neighborhood.

Commissioner Hontz stated that she used to live on Lowell Avenue and when she walks the street now, it appears that the western portion of the street is relatively consistent in larger structures. Of all the places in Old Town, the western portion of Lowell is more compatible with larger structures. However, the eastern side has a unique smaller lot focus. She believed the Staff's analysis was accurate in terms of what occurs on Lowell Avenue. Commissioner Hontz stated that the subject lot and the existing structure were in need of attention and she felt it would benefit the neighborhood to have that cleaned up. On the other hand, an 8,000 square foot structure is very large and she had a hard time envisioning that for Old Town.

Commissioner Hontz referred to Findings of Fact #13 and #18 in the Staff report. She noted that #13 states that the current use of the property is considered legal non-conforming. However, #18 states that the current building on the site is non-complying. She assumed that the building itself was non-complying and the use was non-conforming. Director Eddington replied that this was correct.

Craig Elliott, representing the applicant, thought a duplex was an allowed use in the HR-1 zone. Planner Astorga explained that a duplex is allowed through a conditional use permit. The existing duplex did not go through the conditional use permit process.

Assistant City Attorney McLean explained that the duplex pre-dates the conditional use process, which is why it is considered a legally non-conforming use. She stated that if the duplex use stopped for more than a year, the applicant would be required to submit a CUP application for a duplex.

Assistant City Attorney McLean referred to Exhibit F, the neighborhood vicinity map, and asked Planner Astorga to comment on what each area represents in terms of square footage. Planner Astorga did not have numbers on the other properties; however, the subject property is a total of 3100 square feet for the entire structure. He recalled that the duplex was approximately 46' x 25', which was similar to the structure to the north. The structure sizes increased as they moved further to the north and the south.

Commissioner Strachan pointed out that one of two things could logically be done in the zone. An applicant could either apply for a zone change or the Planning Commission could put a limitation on the square footage of the structure. In his opinion, there is no way to meet the purpose statement of "encourage single family development on combinations of 25' x 75' lots". Commissioner Savage understood that the intent for delineating the footprint size in the Code as a function of the combination of lots was to make sure that as lots got bigger, houses did not scale linearly. Commissioner Savage agreed with the intent, but he was unsure whether this application could meet that requirement if the lots were combined. In this case, if the lot gets bigger the structure also gets bigger and out of proportion with the rest of the homes. Another issue is that an 8,000 square foot structure would not meet the purpose statement of "encouraging construction of historically compatible structures and keeping with the character and scale of the Historic District". Commissioner Strachan did not believe the "shoe" fits within the zone. He favored the idea of a zone change because larger houses belong in that area. However, large houses are not acceptable under the current zone structure.

Planner Astorga pointed out that if the applicant requested a zone change it would have to be supported by the entire neighborhood. Commissioner Strachan did not think that was unrealistic.

Commissioner Savage clarified that under the current zoning, the LMC specifies that if this lot combination is approved, an 8,000 square foot house would be allowed based on the resulting footprint. He was told that this was correct. Commissioner Savage pointed out that the applicant was requesting a lot line combination without any additional benefits that would not exist if the lot already existed inside the zone.

Craig Elliott reiterated that the intent of the plat amendment was to clean up the property. The owners could then come back for the conditional use permit process. Mr. Elliott believed the Planning Commission would get their questions answered through the CUP process and have the opportunity to discuss design options and compatibility.

Chair Wintzer remarked that an 8,000 square foot structure would not be allowed without the lot combination. The dilemma for the Planning Commission is what doors would be opened if they allow the plat amendment. This was their only chance to address the issues before making that decision.

Commissioner Strachan still supported a zone change as the appropriate process. Mr. Elliott stated that the applicant did not have the opportunity to make an application for a zone change as an individual because it would involve dealing with 40 or 50 property owners. Mr. Elliott believed a zone change should come from the City. Commissioner Strachan agreed that a zone change would not be an easy process; but without the zone change the applicant may be limited on the size of the structure because the Planning Commission and City Council could limit the lot size if they grant the lot combination. Mr. Elliott believed that would be significantly inconsistent with that side of the street. Commissioner Strachan pointed out that it would be consistent with the language of the zone. Mr. Elliott argued that the zone language was irrelevant in that location because it does not relate to what already exists. Mr. Elliott did not believe the applicant would follow through on the plat amendment if the lot size was reduced. It would not make sense to agree to a reduction on the property when the intent is to make the current non-conforming into a legal piece of property. He believed the local architects do what is best for the community in terms of size and design. Commissioner Strachan questioned the greed of property owners; not the skill of the design professionals. An owner could ignore the architect's recommendation and direct him to build the house he wants.

Commissioner Worel asked if the lot combination needed to be approved before the CUP, or if they could come together. Director Eddington stated that an applicant would have to have a buildable lot before applying for a CUP. Commissioner Thomas stated that the Planning Commission has seen applications that show the CUP and the plat amendment on the same agenda. The lot line adjustment is reviewed as the first item, followed by the CUP if the lot line was approved.

Commissioner Worel favored a concurrent process because the Planning Commission would know what the applicant intended to do with the property after the lot line adjustment. Mr. Elliott remarked that a concurrent process requires the applicant to go through the time and expense of approaching

a design on a piece of property that may not exist if the plat amendment is denied. It is a risk that goes beyond what the City requires.

Assistant City Attorney McLean stated that in terms of legal defensibility, this application was challenging because in looking at the tax records, the two units were platted over four lots and two parcels. In terms of consistency, not allowing this property to do what other properties have done along that same side of the street would be difficult to defend.

Commissioner Thomas stated that historically the Planning Commission has approved multiple lot combinations. He noted that the Code does not place a limit on the number of properties that could be combined. For that reason he believed this application was reasonable. Commissioner Thomas recognized that this lot combination would create a large lot, but they have already set precedent for allowing multiple lot combinations. Commissioner Strachan clarified that his preference for a zone change did not dispute past approvals by the Planning Commission. He was only trying to point out that a zone change would codify that lots of that size are allowed in the zone. Without the zone change, the current zoning stipulates that larger lots should not be allowed and that small lots are encouraged. He understood that the facts did not match the zoning and that large structures exist, which suggests that the lot lines should be combined and that a large house could be built. He believed the correct process would be to change the zone and then allow the home; rather than violate the current zone and allow the house because precedent was already set.

Commissioner Strachan thought the Planning Commission could grant the lot line combination this evening, and at the same time caution the applicant that when the CUP application comes forward, the lot size may be more significantly restricted in size than it would be if he obtained a zone change.

Commissioner Hontz referred to Finding #19 in the Staff report and revised the language to read, "The area of the lot combination is consistent with the lots on the western side of Lowell Avenue". Commissioner Hontz referred to Condition #4 and added the word "foot" after 10 to read, "A 10-foot wide snow storage easement will be required along the front of the property".

MOTION: Commissioner Savage moved to forward a POSITIVE recommendation to the City Council for the plat amendment for 1103 Lowell Avenue, based on the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft ordinance and as amended. Commissioner Thomas seconded the motion.

VOTE: The motion passed 3-2. Commissioners Savage, Strachan and Thomas voted in favor of the motion. Commissioners Hontz and Worel were opposed.

Findings of Fact – 1103/1105 Lowell Avenue

1. The site is located at 1103/1105 Lowell Avenue.
2. The site is within the HR-1 District.
3. The property owner requests to combine all of Lot 1 and Lot 2, portion of Lot 3, 30, 31 & 32, Block 34, Snyder's Addition into one (1) lot of record.

4. The area is currently identified by Summit County as parcel No. SA-321-A.
5. Currently the site contains a three (3) story duplex.
6. The structure was built in 1978.
7. The subject area contains portion of Lot 30, 31, and 32 do not have access to a right-of-way.
8. The proposed subdivision plat creates one (1) lot of record consisting of 8,680 square feet.
9. The minimum lot area for a single family dwelling is 1,875 square feet.
10. The minimum lot area for a duplex is 3,750 square feet.
11. When the structure was built a two-family building (duplex) was an allowed use.
12. Currently a duplex is a conditional use.
13. The current use of the property is considered legal non-conforming.
14. The minimum lot width allowed in the district is twenty-five feet (25').
15. The proposed width is sixty-two feet (62').
16. The proposed lot combination meets the lot and site requirements of the HR-1.
17. The duplex does not meet current LMC standards for side setbacks and building height, i.e. vertical articulation.
18. The current building on the site is considered legal non-complying.
19. The area of the lot combination is consistent with the lots on the western side of Lowell Avenue.
20. The use is also consistent as this portion of Lowell Avenue has various duplex and condominium on the north and the south of the subject site.

Conclusions of Law – 1103/1105 Lowell Avenue

1. There is good cause for this Subdivision Plat as the lot lines going through the building will be removed, remnant parcels will become part of the legal lot of record. And the proposed lot will be consistent with the Lowell Avenue west portion of the street.

of the benches is governed by the donation policy which identifies the request as a Tier 3 project which requires City Council approval.

The Mayor invited public input; there was none. Andy Beerman, "I move we approve the placement of benches in Round Valley for Summit Lands Conservancy". Cindy Matsumoto seconded. Motion carried.

Andy Beerman	Aye
Alex Butwinski	Absent
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

7. Consideration of an Ordinance approving the 1103 Lowell Avenue plat amendment at 1103/1105 Lowell Avenue, Park City, Utah – Francisco Astorga explained that the request is a lot combination to remove three lot lines. The character of the west side of Lowell Avenue is different than the east side which is more typical of Old Town. The structure was built in 1978 and he described the configuration of the lots. The duplexes will remain on site and the allowable subdivision is much larger than what the owner is requesting. He pointed out some minor modifications to the Ordinance, identified by Dick Peek, and staff recommends approval, as amended. Mr. Astorga added that the Planning Commission approved the application with a 3:2 vote. The Mayor opened the public hearing.

Hida Turlow, owner of the Silver Belle duplex, was advised that the zoning will remain in place. She stated that the property is in terrible shape.

Dick Peek believed that the lot line adjustment will allow the owners to obtain a building permit to improve the property. With no further input, the public hearing was closed.

Brooke Hontz, Planning Commission member, explained that the HR-1 Zone doesn't fit that side of the street. The application does not represent what is seen in the rest of Old Town or fit the purpose statement of the zone. Some Planning Commission members felt that approval proliferates the existing problem but others felt to be fair and as a practical matter, that it should be approved. There may be restrictions on house size.

Ms. Simpson asked if there was discussion about rezoning that side of the street to fit the built environment. Mr. Astorga indicated that this area will be addressed in the rewrite of the General Plan.

Architect Craig Elliott added that a zone change would involve many property owners to avoid spot zoning and his client did not request a rezone.

Liza Simpson, "I move we approve an Ordinance approving the 1103 Lowell Avenue plat amendment at 1103/1105 Lowell Avenue, Park City, Utah". Andy Beerman seconded. Motion carried.

Andy Beerman	Aye
Alex Butwinski	Absent
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Aye

8. Consideration of an Ordinance approving the Mine Bench Subdivision, located at 7700 Marsac Avenue, Park City, Utah – Mat Evans explained that the applicant is proposing to subdivide an existing 30 acre parcel into two parcels. The subdivision will memorialize property transactions which have already occurred between United Park City Mines and the Jordanelle Special Service District. The conveyance occurred in August 2002 and since that time staff has worked with the applicants to address the exchange of property. Lot 1 is a smaller two acre parcel and Lot 2 is the remaining land, surrounding Lot 1. The property is located in the ROS Zone where there are no lot requirements. Lot 1 is surrounded and has no street frontage but it has dedicated access. The ROS Zone designation does not require street frontage as long as there is access and the proposal meets the minimum requirements of the LMC; no non-conforming uses are associated with this subdivision. The applicant is proposing to grant an access easement to the City to the Judge Tunnel.

He pointed out that before the plat is recorded, the applicant has been asked that the property be properly assessed for tax purposes. The second issue is water since the impact fees were paid and the water meter set for the original property and other water uses were not contemplated. Mr. Evans suggested that another condition of approval be added that prior to recordation, the plat must be consistent with the Trails Master Plan. Mark Harrington suggested that Condition No. 8 read that any installation of improvements required by the Trails Master Plan must be complete with plat recordation.

Pat Putt, representing the applicant, stated that the findings and conditions of approval, including the additional language proposed for trails, are acceptable. Ms. Simpson asked if the City will receive additional property taxes and Mr. Putt indicated that the applicant will address the assessment to the satisfaction of the City and the outcome is unknown as this point. Mr. Evans understood that this is an on-going issue that is being examined and it was brought to the City's attention. The County has been working with the owner to address the assessment and the City wants it resolved prior to recording the plat. Mr. Harrington explained that since this is a County determination the outcome cannot be defined by the City.

In response to a question from Andy Beerman, Pat Putt commented that he didn't know why the applicant did not go through the subdivision process in 2002. The conveyance

Ordinance No. 12-24

**ORDINANCE APPROVING THE 1103 LOWELL AVENUE PLAT AMENDMENT AT 1103/1105
LOWELL AVENUE, PARK CITY, UTAH**

WHEREAS, the owner of the property located at 1103/1105 Lowell Avenue has petitioned the City Council for approval of the plat amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on July 25, 2012, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on July 25, 2012, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 9, 2012, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 1103 Lowell Avenue Plat Amendment.

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

SECTION 1. APPROVAL. The 1103 Lowell Avenue as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 1103/1105 Lowell Avenue.
2. The site is within the HR-1 District
3. The property owner requests to combine all of Lot 1 & Lot 2, portion of Lot 3, 30, 31 & 32, Block 34, Snyder's Addition into one (1) lot of record.
4. The area currently identified by the Summit County as parcel no. SA-321-A.
5. Currently the site contains a three (3) story duplex.
6. The structure was built in 1978.
7. The subject area contains a portion of lot 30, 31, and 32 that do not have access to a right-of-way.
8. The proposed subdivision plat creates one (1) lot of record consisting of 8,680 square feet.
9. The minimum lot area for a single family dwelling is 1,875 square feet.
10. The minimum lot area for a duplex is 3,750 square feet.
11. When the structure was built a two-family building (duplex) was an allowed use.
12. Currently a duplex is a conditional use.
13. The current use of the property is considered legal non-conforming.
14. The minimum lot width allowed in the district is twenty-five feet (25').
15. The proposed width is sixty-two feet (62').
16. The proposed lot combination meets the lot and site requirements of the HR-1.
17. The duplex does not meet current LMC standards for side setbacks and building height,

i.e. vertical articulation.

18. The current building on the site is considered legal non-complying.
19. The area of the lot combination is consistent with the lots on the western side of Lowell Avenue.
20. The use is also consistent as this portion of Lowell Avenue has various duplex and condominiums on the north and the south of the subject site.

Conclusions of Law:

1. There is good cause for this Subdivision Plat as the lot lines going through the building will be removed, remnant parcels will become part of the legal lot of record. And the proposed lot will be consistent with the Lowell Avenue west portion of the street.
2. The Subdivision Plat is consistent with the Park City Land Management Code, The General Plan, and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed Subdivision Plat.
4. Approval of the Subdivision plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

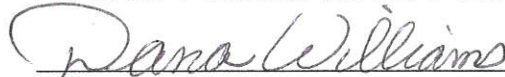
Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All new construction will require modified 13-D sprinklers,
4. A ten feet (10') wide public snow storage easement will be required along the front of the property.

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

PASSED AND ADOPTED this 9th day of August, 2012.

PARK CITY MUNICIPAL CORPORATION


Mayor Dana Williams

Attest:


Janet M. Scott, City Recorder

Approved as to form:


Mark D. Harrington, City Attorney



City Council Staff Report



PLANNING DEPARTMENT

Subject: 7885 and 7905 Royal Street East
Sixth Amended Record of Survey the Knoll at Silver Lake
Condominiums
Author: Kirsten A. Whetstone, AICP
Date: September 12, 2013
Type of Item: Administrative – Condominium Record of Survey Amendment

Summary Recommendations

Staff recommends the City Council conduct a public hearing, discuss an application for an amendment to the Knoll at Silver Lake condominiums record of survey plat, and consider approving the record of survey plat amendment for Units 1 and 3 of the Knoll at Silver Lake Condominiums based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance.

Topic

Applicant: Martin Edelman, owner of Unit 3 and Gary Felsher, owner of Unit 1
Applicant's representative: Steve Schueler, Alliance Engineering
Zoning: Residential Development as part of the Deer Valley Master Planned Development (RD-MPD)
Adjacent Land Uses: Condominiums, single family houses, Deer Valley Resort
Reason for Review: Amendments to condominium record of survey plats require Planning Commission review and recommendation to City Council.

Proposal

The owners of the Knoll at Silver Lake condominiums Units 1 and 3, and the HOA request an amendment to the record of survey plat to transfer 711.1 sf of unused, un-built private area from Unit 1 to Unit 3 and to convert 100.6 sf of common area to private area for Unit 3 for the purpose of constructing an addition to Unit 3. The addition would increase the platted floor area Unit 3 by 811.7 square feet and decrease the platted floor area of Unit 1 by 711.1 sf. The Homeowner's Association voted to approve the revisions and the required amendment to the record of survey and have approved a Sixth Amendment to the Declaration of Condominium and Consent to Record of Survey Amendment for the Knoll at Silver Lake Condominiums.

Background

The Knoll at Silver Lake Condominiums are located at the intersection of Royal Street East and Aster Lane, in the Silver Lake area of the Deer Valley MPD. The property was developed, subject to requirements and restrictions of the Deer Valley Master Planned Development (MPD) with four (4) residential condominium units with 12 underground

parking spaces. The Knoll at Silver Lake Condominiums were approved for four (4) "Deer Valley Units" similar to Stag Lodge with no maximum floor area or residential UEs assigned to these units. The MPD requires 60% open space and compliance with the RD zone setbacks and building height limitations.

The Knoll at Silver Lake Condominiums Phase I record of survey plat was originally recorded at Summit County on April 5, 1982. A first amended plat was recorded on November 11, 1996, followed by subsequent amendments on November 29, 2005; December 21, 1999; April 5, 2006; and February 28, 2007. These amendments moved square footage and building footprint between units and transferred common area to private area and limited common area for various additions. All of the amendments were approved and recorded at Summit County. The last record of survey plat, the Fifth Amended record of survey plat, was approved by City Council on September 14, 2006 and recorded at Summit County on February 28, 2007. The amendment modified the square footages of Units 2 and 4. The Fourth Amended record of survey plat increased the square footage of Unit 1 by 711.1 square feet for an addition. The owner of Unit 1 has decided not to build the addition and the owner of Unit 3 desires to build an addition to the lower level in the rear of the unit, beneath a deck.

On July 1, 2013, an application for a record of survey plat amendment was submitted to the Planning Department requesting to remove 711.1 square feet from Unit 1 and transfer it to Unit 3 with an additional 100.6 sf of common area. The requested amendment would decrease Unit 1 by 711.1 sf and increase Unit 3 by 811.7. The proposed addition is one- story; therefore the increase footprint is the same as the increased floor area. Unit 1 footprint decreases by 711.1 sf and Unit 3 footprint increases by 811.7 sf.

On August 2, 2013, the registered owners signed a Sixth Amendment to the Declaration of Condominium and Consent to Record of Survey Amendment to be recorded with the amended plat and indicated that $\frac{3}{4}$ of the owners were in favor of the proposed amendment.

On August 28, 2013, the Planning Commission conducted a public hearing and forwarded a positive recommendation to City Council. There was no public input provided at the hearing and the vote was unanimous.

Analysis

Zoning for the property is Residential Development (RD) and the property is subject to Deer Valley MPD, as amended. The following is an analysis of the proposed amendment per requirements of the LMC and MPD.

	Permitted through MPD	Proposed
Height	Zone height is 33' with pitched roof. Existing height is 33'.	No additional building height is proposed. Complies.
Front setback	20'	No construction is proposed into the existing front setbacks. Complies.

Rear setback	15'	Proposed footprint complies with the allowed 15' rear setback. Complies.
Side setbacks	12'	No construction is proposed into the existing side setbacks. Complies.
Density	Approved for four residential dwelling units with no maximum floor area specified.	Request to increase the floor area of Unit 3 by 811.7 sf and reduce the floor area of Unit 1 by 711.1 sf. No change to the allowed four residential dwelling units. Complies
Floor Area	As currently platted: Unit 1- 7155.1 sf Unit 2- 5,313.0 sf Unit 3- 5,316.3 sf Unit 4- 6,682.0 sf	As proposed: Unit 1- 6,444.0 sf Unit 2- 5,313.0 sf Unit 3- 6,128.0 sf Unit 4- 6,682.0 sf No change to the number of units. Complies.
Commercial and Office uses	none	none
Parking	8 parking spaces required, at the rate of 2 spaces per unit. 12 spaces are provided within an underground parking garage.	No changes are required to the number of parking spaces required. Complies.
Lot size	27,184 sf- existing	No change.
Footprint (bldg, driveway)	9,435.7 existing	9,536.3 sf proposed. Increase in footprint is 100.6 sf.
Open Space	60% (16,310 sf)	65.3 % (17,748.3) existing 64.9 % (17, 647.7) proposed. Complies.

On August 2, 2013, the Knoll at Silver Lake owners association voted to approve and consent to the record of survey plat amendment reflecting the expansion of Unit 3 and the reduction of Unit 1. The HOA signed the Sixth Amendment to the Declaration

consenting to the amendments (Exhibit D).

There is no change in density because the Knoll Condominiums were approved for a total of four (4) units, with no specified residential unit equivalent (UE) per unit. As proposed, the lower level of Unit 3 increases by 811.7 square feet beneath a proposed common area deck (platted as common area). The total platted increase in floor area for Unit 3 is 811.7 sf. There is a proposed decrease in the total platted floor area for Unit 1 of 711.1 sf. with the existing square footage amounts of Units 1, 2, 3, and 4 as listed in the table above. No new units are created and the MPD concept and configuration of property and uses are not changed. The amount of open space decreases less than 1% from 65.3% to 64.9 % and continues to comply with the MPD requirement of 60% open space. The proposed modifications are not substantive and will not have a negative impact on the surrounding area, Deer Valley, or the greater Park City community.

There is good cause for this record of survey plat amendment and the record of survey plat amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium plats. As conditioned, the record of survey plat amendment is consistent with the current Eleventh Amended and Restated Deer Valley MPD and approval of the amendment will materially injure neither the public nor any person. Approval of the record of survey plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City and allows the property owners to improve the property with a lower level addition and upper level limited common deck on the back of the building.

Department Review

The application has been reviewed by the Development Review Committee. No additional issues were raised.

Alternatives

- The City Council may approve the Sixth Amended Record of Survey for the Knoll at Silver Lake as conditioned or amended, or
- The City Council may deny the record of survey amendment and direct staff to make findings for this decision, or
- The City Council may continue discussion and action on the record of survey amendment to a future date.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input

Staff received an inquiry regarding the proposal from a resident of the adjacent single family neighborhood, who upon receipt of the plat and description of the proposal indicated that he did not have any issues with the proposal.

Future Process

Approval of this plat amendment by the City Council would constitute Final Action that may be appealed following the procedures found in LMC 15-1-18.

Recommendation

Staff recommends the City Council conduct a public hearing, discuss an application for an amendment to the Knoll at Silver Lake condominiums record of survey plat, and consider approving the record of survey plat amendment for Units 1 and 3 of the Knoll at Silver Lake Condominiums based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance.

Exhibits
Ordinance

Exhibit A- Proposed Record of Survey plat (see also 11 by 17 plat attached separately)

Exhibit B- Open Space Exhibit

Exhibit C- Amended Declaration of Condominium

Exhibit D- Existing Recorded Fifth Amended plat

Exhibit E- Photos

Exhibit F- Minutes of August 28, 2013, Planning Commission meeting (draft)

Ordinance No. 13-

AN ORDINANCE APPROVING THE SIXTH AMENDMENT TO THE KNOLL AT SILVER LAKE CONDOMINIUM RECORD OF SURVEY PLAT FOR UNITS 1 AND 3 LOCATED AT 7885 AND 7905 ROYAL STREET EAST, PARK CITY, UTAH.

WHEREAS, the Knoll at Silver Lake Condominium Owner's Association and the owners of property known as Units 1 and 3, located at 7885 and 7905 Royal Street East, have petitioned the City Council for approval of a record of survey plat amendment to transfer 711.1 sf of platted, un-built private area from Unit 1 to Unit 3 and to additionally convert 100.6 sf of common area to private area for Unit 3 for the purpose of constructing a lower level addition and upper level deck to the rear of Unit 3; and

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

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

WHEREAS, the Planning Commission held a public hearing on August 28, 2013 to receive input on the proposed amendment to the record of survey plat;

WHEREAS, the Planning Commission, on August 28, 2013 forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 12, 2013, the City Council held a public hearing on the proposed amendment to the record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed amendment to the Royal Plaza condominiums record of survey plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Royal Plaza condominium record of survey plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property subject to this plat amendment is located at 7885 and 7905 Royal Street East and consists of Units 1 and 3 of The Knoll at Silver Lake Condominiums Phase I and associated common area.
2. The Knoll at Silver Lake Condominiums Phase I record of survey plat was originally recorded at Summit County on April 5, 1982. A first amended plat was recorded at Summit County on November 11, 1996, followed by subsequent amendments on December 21, 1999; November 29, 2005; April 5, 2006; and February 28, 2007.

3. The Knoll at Silver Lake Condominiums Phase I is located on a parcel that is 27,184 square feet in total area and consists of four (4) residential condominium units in one building with twelve (12) parking spaces located in an underground parking structure. The remaining phases were reconfigured in the 1980s with an MPD amendment and developed as detached single family homes, known as Knoll Estates.
4. The property is located within the Residential Development (RD-MPD) zoning district and is subject to the Deer Valley Master Planned Development (MPD) that sets forth maximum densities, location of densities, allowed uses, developer-offered amenities, and other conditions for the entire Master Plan. The property is located within the Silver Lake Community of the MPD.
5. The Knoll at Silver Lake Condominiums Phase I was approved for four (4) "Deer Valley Units" similar to Stag Lodge with no maximum floor area or residential unit equivalents (UEs) were assigned to these units. The MPD requires a minimum of 60% open space and compliance with the RD zone setbacks and building height limitations.
6. On July 1, 2013, an application for a plat amendment was submitted to the Planning Department requesting an amendment to the record of survey plat to transfer 711.1 sf of unused, un-built private area from Unit 1 to Unit 3 and to convert 100.6 sf of common area to private area for Unit 3 for the purpose of constructing an addition to Unit 3. The addition would increase the platted floor area and building footprint of Unit 3 by 811.7 square feet and decrease the platted floor area and building footprint of Unit 1 by 711.1 sf. There is a net change of floor area and building footprint of 100.6 sf.
7. No new units are created and the Deer Valley MPD concept and configuration of property and uses are not changed.
8. The amount of open space decreases from 65.3% to 64.9 % and the property continues to comply with the MPD requirement of 60% open space.
9. The State Condominium Act requires a vote of the condominium owners and approval of the amendment by 2/3 of the condominium owners.
10. On August 2, 2013, the owners signed a Sixth Amendment to the Declaration of Condominium and Consent to Record of Survey Amendment to be recorded with the amended plat and indicated that $\frac{3}{4}$ of the owners were in favor of the amendment.
11. No new units are created and the MPD concept and configuration of property and uses is not changed. No new uses are created with the plat amendment. The proposed modifications are not substantive and will not have a negative impact on the surrounding area, the Deer Valley project, or the greater Park City community.
12. The MPD required 2 parking spaces per unit for a total of eight (8). There are twelve (12) spaces provided within an underground parking structure. No additional parking is required or proposed. No additional parking demand is created by the proposed amendments.
13. Findings in the staff analysis section are included herein.

Conclusions of Law:

1. There is good cause for this record of survey plat amendment.
2. The record of survey plat amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. As conditioned, the record of survey plat amendment is consistent with the current

Eleventh Amended and Restated Deer Valley MPD.

4. The proposed record of survey plat amendment will materially injure neither the public nor any person.
5. Approval of the record of survey plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is granted by the City Council.
3. All conditions of approval of the Deer Valley MPD and Knoll at Silver Lake Condominium record of survey plat continue to apply.
4. All construction subject to this plat amendment requires a Building Permit and approvals from the Building and Planning Departments.
5. A plat note shall be added requiring maintenance of all required elements of the fire protection plan, including residential fire sprinkler systems, according to the Building Code in effect at the time of building permit application submittal.

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

PASSED AND ADOPTED this ____ day of September, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

SURVEYOR'S CERTIFICATE

I, John Denkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491 as prepared under the laws of the State of Utah. I further certify that by authority of the owners I have prepared this Amended Record of Survey Map of the Knoll at Silver Lake in accordance with Utah Code Section 57-8-13. I further certify that the information on this plat is correct.

JOHN DENKOWICZ, L.S. #154491 DATE _____

BOUNDARY DESCRIPTION

THE KNOLL AT SILVER LAKE PHASE 1, a Utah Condominium Project, according to the official plat thereof on file in the office of the Summit County Recorder, recorded No. 190071, April 5, 1982.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT Gary Felsher, owner of Unit 1, the Knoll at Silver Lake, a Utah Condominium Project, hereby certifies that he has caused this survey to be made and the record of survey map to be prepared and consents to the recordation of this Sixth Amended Record of Survey Map for the Knoll Condominium. The owner signing this plat represents that the amendment has received his approval, which content is recited in and evidenced by their execution of the Sixth Amended Declaration of Condominium, which is recorded with this Record of Survey Map.

Gary Felsher, d/b/a, F.G.H. 7915 LLC Date _____
Owner, Unit 1 Husband and wife, Joint Tenants

ACKNOWLEDGMENT

STATE OF _____, 2013, personally appeared before me, the undersigned Notary Public, in and for said County and State, Gary Felsher, d/b/a, F.G.H. Investments, A Proprietorship, being duly sworn, acknowledged to me that he is the owner of Unit 1, the Knoll at Silver Lake, a Utah Condominium Project, and that the foregoing Owner's Certificate and Dedication was signed freely and voluntarily.

A Notary Public Commissioned in _____
Printed Name _____
Residing at: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____, 2013, personally appeared before me, the undersigned Notary Public, in and for said County and State, Martin L. and Nancy H. Edelman, husband and wife, being duly sworn, acknowledged to me that they are the owners of Unit 3, the Knoll at Silver Lake, a Utah Condominium Project, and that the foregoing Owner's Certificate and Dedication was signed freely and voluntarily.

A Notary Public Commissioned in _____
Printed Name _____
Residing at: _____
My Commission Expires: _____

NOTES:

- THIS AMENDED RECORD OF SURVEY PLAT REFLECTS EXPANSION OF OWNERSHIP IN UNIT 3 AND A REDUCTION IN OWNERSHIP IN UNIT 1, AND EXCEPT AS SHOWN ON THIS PLAT, NO OTHER CHANGES TO THE CONDOMINIUM PROJECT ARE BEING MADE.
- UNIT 4 WAS AMENDED BY RECORD OF SURVEY PLAT RECORDED 11-29-96 AS ENTRY NO. 488315. UNIT 3 WAS AMENDED BY RECORD OF SURVEY PLAT RECORDED 12-21-99 AS ENTRY NO. 555889. UNIT 2 WAS AMENDED BY RECORD OF SURVEY PLAT RECORDED 5-21-2002 AS ENTRY NO. 619599. UNITS 1 AND 2 WAS AMENDED BY RECORD OF SURVEY PLAT RECORDED 4-5-08 AS ENTRY NO. 773330. UNIT 2 WAS AMENDED BY RECORD OF SURVEY PLAT RECORDED 2-28-07 AS ENTRY NO. 608080. EXCEPT AS SHOWN IN THE AMENDED PLATS LISTED ABOVE, ALL OTHER DESCRIPTIONS AND DIMENSIONS SHOWN ON THE RECORD OF SURVEY PLAT "THE KNOLL AT SILVER LAKE PHASE 1", RECORDED 4-5-82 AS ENTRY NO. 190071, SHALL REMAIN OF RECORD.
- A NOTE EXCEEDING 66.66% OF THE AFFECTED HOMEOWNERS HAVE APPROVED THE AMENDMENT. ALL FOUR (4) HOMEOWNERS AFFECTED BY THE AMENDMENT HAVE DULY EXECUTED A DOCUMENT ACKNOWLEDGING THEIR CONSENT TO RECORD THIS AMENDED RECORD OF SURVEY MAP.

THE KNOLL AT SILVER LAKE PHASE 1

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

LEGEND

- UNIT (PRIVATE OWNERSHIP)
- LIMITED COMMON AREAS AND FACILITIES
- ALLOCATED TO DESIGNATED UNIT
- COMMON AREAS AND FACILITIES

UNIT 3
7905 ADDRESS ON ROYAL STREET

LINE TABLE

LINE	DESCRIPTION	DISTANCE
13	N 77°14'00" W	10.00'

CURVE TABLE

CURVE	PIVOT	LENGTH	BEARING	DELTA
13	7915	8.00'	S 89°50'00" W	91°50'00"

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS DAY OF _____, 2013 A.D.

BY _____ CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS DAY OF _____, 2013 A.D.

BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS DAY OF _____, 2013 A.D.

BY _____ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ IN DAY OF _____, 2013 A.D.

BY _____ PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ IN DAY OF _____, 2013 A.D.

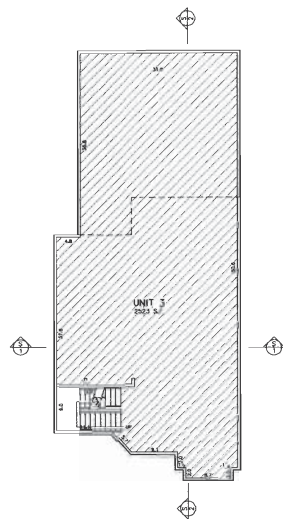
BY _____ MAYOR

STATE OF UTAH, COUNTY OF SUMMIT, FILED AT THE REQUEST OF _____ TIME _____ BOOK _____ PAGE _____

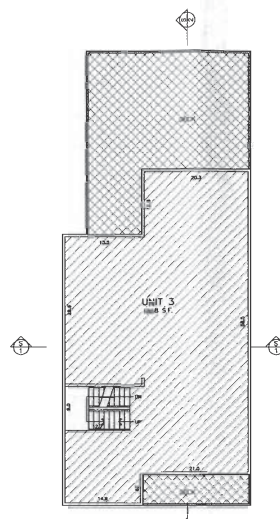
FEE _____ RECORDER _____

JOHN DENKOWICZ, L.S. #154491

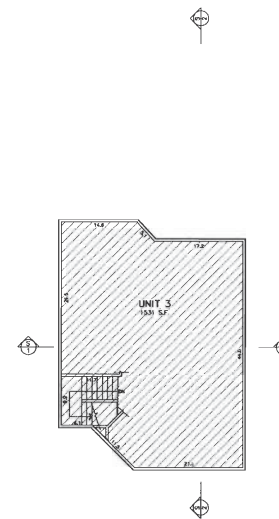
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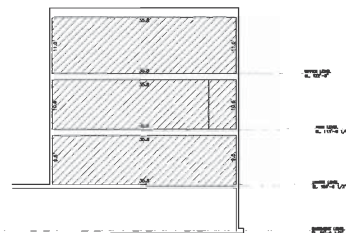
LOWER LEVEL



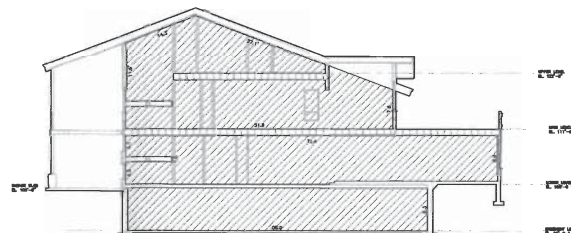
MAIN LEVEL



UPPER LEVEL



SECTION "S-1"



SECTION "S-2"

LEGEND

UNIT (PRIVATE OWNERSHIP)

LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO DESIGNATED UNIT

COMMON AREAS AND FACILITIES

S.F. REPRESENTS SQUARE FEET

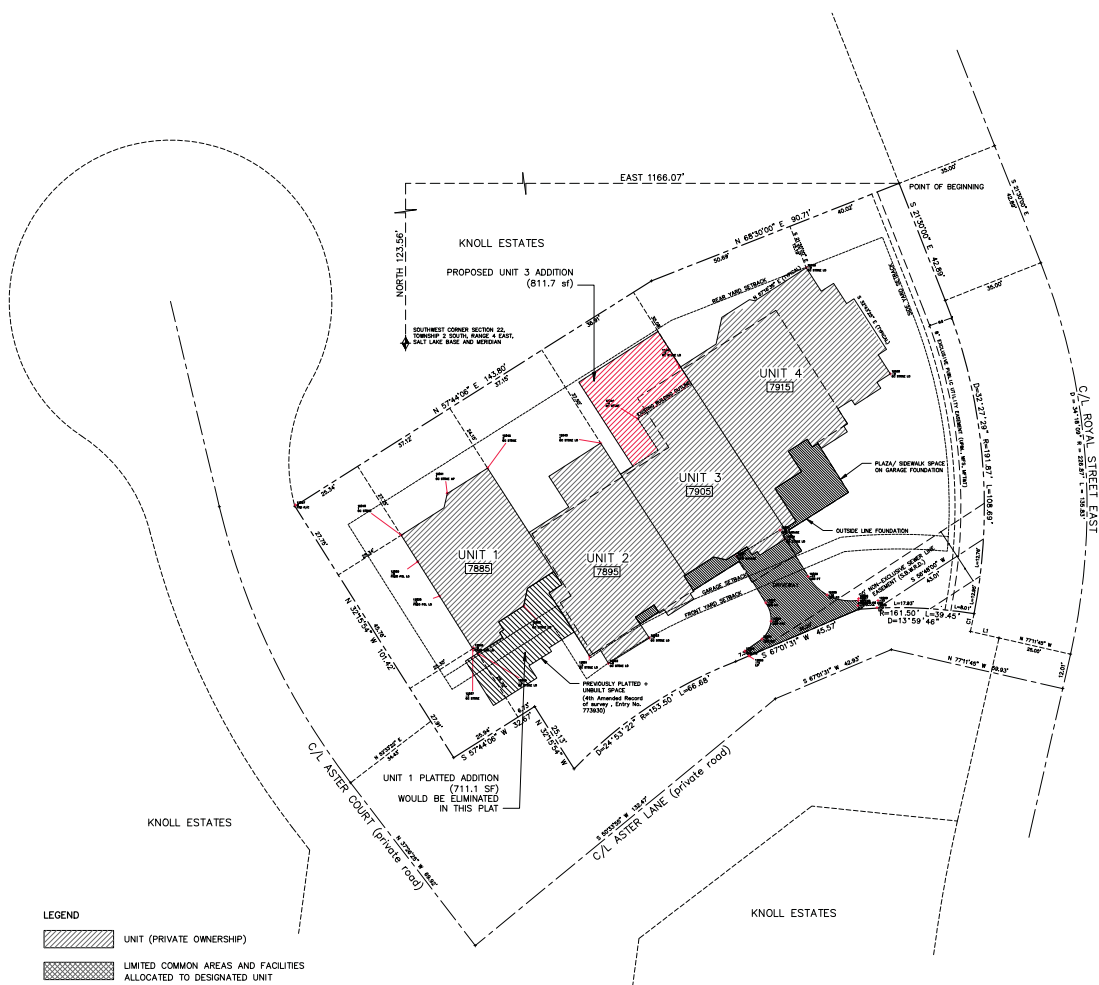
NOTES:

1. ADDITION PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY HORN AND PARTNERS, ARCHITECTS.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.

SIXTH AMENDED RECORD OF SURVEY MAP
THE KNOLL AT SILVER LAKE PHASE 1

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED
JUL 01 2013
PLANNING DEPT.
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____ RECORDER _____



OPEN SPACE ANALYSIS

Size of Parcel	27,184.2 SF
60% Open Space Requirement	16,310.5 SF
Allowed Site Coverage	10,873.7 SF

Existing Building Footprint (grey)	8,886.8 SF
Existing Driveway (blue)	682.0 SF
Existing Garage Footprint* (green)	N/A
Existing Site Coverage	9,435.7 SF

Allowed Site Coverage	10,873.7 SF
Existing Site Coverage	9,435.7 SF
Allowed Additional Coverage	1,438 SF

Unit 3 proposed SF (red)	811.7 SF
Unit 1 platted, unbuilt SF (red)	711.1 SF

* garage foundation is topped with plazas and sidewalks which are considered as Open Space under "Definitions" of the LMC (1.171).

Building and driveway field-surveyed on June 6, 2013. Corners located as noted on plan.

THE KNOLL AT SILVER LAKE PHASE 1

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

LEGEND

	UNIT (PRIVATE OWNERSHIP)
	LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO DESIGNATED UNIT
	COMMON AREAS AND FACILITIES

UNIT 3	7805
ADDRESS ON ROYAL STREET	

LINE	DIRECTION	DISTANCE
11	N 77°11'48" W	10.00'

CURVE	RADIUS	LENGTH	DELTA
C1	191.87'	6.18'	01°50'48"



STAFF:
STEVE SCHUELER

OPEN SPACE EXHIBIT
THE KNOLL AT SILVER LAKE
PHASE ONE
FOR: BRIAN EDELMANN

SHEET
1
OF
1

EXHIBIT C

When Recorded. Return to:

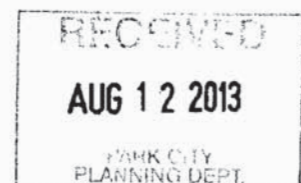
The Knoll at Silver Lake Homeowners Association, Inc.
C/o Michele Felsher, President
7915 Aster Lane, Unit 1
P.O. Box 1668
Park City, UT 84060

**SIXTH AMENDMENT TO DECLARATION OF
CONDOMINIUM AND CONSENT TO RECORD OF
AMENDED RECORD OF SURVEY MAP.
THE KNOLL AT SILVER LAKE,
A UTAH CONDOMINIUM**

This Sixth Amendment to the Declaration of Condominium is made effective upon the date of its recording. The original Declaration of Covenants, Conditions and Restrictions for the Knoll at Silver Lake, Phase 1, a Utah Condominium, was filed for record in the office of the Summit County Recorder as Entry 190072 in Book 216 beginning at page 194. A First Amendment was filed for record as Entry No. 468316 in book 1011 beginning at page 242; and a Second Amendment was filed for record as Entry No. 555668 in Book 1300 beginning at Page 1388; and a Third Amendment was filed for record on May 21, 2002 as Entry No. 679599; and a Fourth Amendment was filed for record on April 5, 2006 as Entry No. 773930; and a Fifth Amendment was filed for record on March 1, 2007 as Entry No. 805902. As a result of the physical modification of one of the units and the determination that Unit 1 did not build the full extent of its previously approved square footage, the Owners have determined that it is necessary to amend the Declaration to adjust the allocation of common area interest appurtenant to each Unit. The following amendment to the Declaration is hereby adopted.

1. Re-Allocation of Common Area Interests. The Common Area Interest appurtenant to each Unit, and the voting rights assigned to each Unit as shown on Exhibit C to the original Declaration, and as pursuant to the Second, Third, Fourth and Fifth amendments to the original Declaration, are hereby revised as follows:

Unit Number	Square Footage	Percentage Common Area Interest	Votes
Unit 1	6,444.0	26.23	1
Unit 2	5,313.0	21.63	1
Unit 3	6,128.0	24.94	1
Unit 4	6,682.0	27.20	1



2. Waiver of Meeting. This amendment is approved with the unanimous consent of the Owners, as indicated by their attached signature pages. The Owners waive the formality of a meeting.
3. Consent to Amend Record of Survey Map. The owners also unanimously consent to the amendment of the Record of Survey Map, the original of which was filed for record in the office of the Summit County Recorder as Entry No. 190071 to show the expansion of Unit No. 3 onto land that was previously Common Area and the correct size of Unit 1. The Owners' consent letters are attached as Exhibit A and incorporated herein.
4. Voting. The votes assigned to each of the 4 units will be equal, with each unit having 1 vote. In matters placed before the Owners for a vote, 3 affirmative votes are required for the condominium to act.
5. Multiple Counterparts. The Sixth Amendment Declaration and Consent to Record will be executed by each of the Owners in separate counterparts, and will be effective when the Owners of each of the Units has executed the appropriate signature page. One copy of the Sixth Amended Declaration and Consent to Record will be recorded with all the signature pages attached.
6. Balance Unchanged. With the exception of the reallocation of the common area interest to reflect the expansion of Unit No. 3, and the resulting increase in the common area assessments of Unit No. 3 and proportional decrease in common area assessments to the other Units, the remainder of the original Declaration as amended remains in full force and effect. The designation of parking places shown on Exhibit C to the Original declaration is unchanged.

See following signature pages

AMENDED DECLARATION AND CONSENT TO RECORD

THE KNOLL AT SILVER LAKE

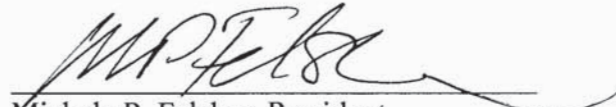
A UTAH CONDOMINIUM

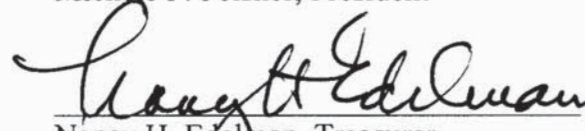
SIGNATURE PAGE FOR HOMEOWNERS ASSOCIATION, INC.

The undersigned, The Knoll at Silver Lake Homeowners Association, Inc. a Utah Condominium, hereby approve and consent to recording the amended declaration of condominium and amended record of survey map reflecting the expansion of Unit No. 3 and the statement of the corrected size of Unit No. 1 and the resulting re-allocation of common area interest, assessments, and voting as show in the amended declaration.

Dated this 2nd day of August, 2013

THE KNOLL AT SILVER LAKE
HOMEOWNERS ASSOCIATION, INC.


Michele P. Felsher, President


Nancy H. Edelman, Treasurer

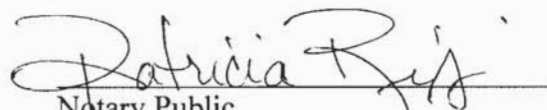
STATE OF New York)

COUNTY OF New York)

SS:

On August 2nd, 2013 before me personally came MICHELE P. FELSHER and NANCY H. EDELMAN, to me known to be the individuals described in, and who executed the foregoing agreement, and acknowledged that they executed the same.

PATRICIA RISI
Notary Public, State of New York
No. 01R15039027
Qualified in Nassau County
Commission Expires 3/31/15


Notary Public

AMENDED DECLARATION AND CONSENT TO RECORD

THE KNOLL AT SILVER LAKE

A UTAH CONDOMINIUM

SIGNATURE PAGE FOR HOMEOWNERS ASSOCIATION, INC.

The undersigned, The Knoll at Silver Lake Homeowners Association, Inc. a Utah Condominium, hereby approve and consent to recording the amended declaration of condominium and amended record of survey map reflecting the expansion of Unit No. 3 and the statement of the corrected size of Unit No. 1 and the resulting re-allocation of common area interest, assessments, and voting as show in the amended declaration.

Dated this 2nd day of August, 2013

THE KNOLL AT SILVER LAKE
HOMEOWNERS ASSOCIATION, INC.

Unit 1. Gary Felsher

Unit 3. Martin L. Edelman

Nancy H. Edelman

Unit 4. Stephen M. Ross

STATE OF New York)
COUNTY OF New York) SS:

On August 2nd, 2013 before me personally came GARY FELSHER, MARTIN L. EDELMAN, NANCY H. EDELMAN, and STEPHEN M. ROSS to me known to be the individuals described in, and who executed the foregoing agreement, and acknowledged that they executed the same.

PATRICIA RISI
Notary Public, State of New York
No. 01845034027
Qualified in Nassau County
Commission Expires 3/31/15

Patricia Risi
Notary Public



LEGEND

UNIT (PRIVATE OWNERSHIP)

LIMITED COMMON AREAS AND FACILITIES
ALLOCATED TO DESIGNATED UNIT

COMMON AREAS AND FACILITIES

UNIT 2
7895 ADDRESS ON ROYAL STREET

UNIT 4
7915 ADDRESS ON ROYAL STREET

LINE TABLE

LINE	DIRECTION	DISTANCE
1	N 77°14'45" E	10.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
1	19.47'	8.18'	21°56'40"

FIFTH AMENDED RECORD OF SURVEY MAP **THE KNOLL AT SILVER LAKE PHASE 1**

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491 as prescribed under the laws of the State of Utah. I further certify that by authority of the owners I have prepared this Amended Record of Survey Map of the Knoll at Silver Lake in accordance with Utah Code Section 57-8-13. I further certify that the information on this plat is correct.

John Demkowicz 1-11-07
JOHN DEMKOWICZ, L.S. #154491 DATE

BOUNDARY DESCRIPTION

THE KNOLL AT SILVER LAKE PHASE 1, a Utah Condominium Project, according to the official plat thereof on file in the office of the Summit County Recorder, recorded No. 190071, April 5, 1982.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT Stephen M. Ross and Kara Ross, husband and wife, as joint tenants with full rights of survivorship, hereby certify that we have caused this survey to be made and this record of survey map to be prepared and consents to the recordation of this Fifth Amended Record of Survey Map for the Knoll Condominium. The owner signing this plat represents that the amendment has received his approval, which consent is recited in and evidenced by their execution of the Fifth Amended Declaration of Condominium, which is recorded with this Record of Survey Map.

Stephen M. Ross
Stephen M. Ross and Kara Ross
Husband and Wife, joint tenants
Owners, Unit 4

12/28/06
Date

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT Richard W. Arendsee, Trustee of the KAMA Irrevocable Trust, owner of Unit No. 2, the Knoll at Silver Lake, a Utah Condominium Project, hereby certifies that he has caused this survey to be made and this record of survey map to be prepared and consents to the recordation of this Fifth Amended Record of Survey Map for the Knoll Condominium. The owner signing this plat represents that the amendment has received his approval, which consent is recited in and evidenced by their execution of the Fourth Amended Declaration of Condominium, which is recorded with this Record of Survey Map.

Richard W. Arendsee
Richard W. Arendsee
Trustee of the KAMA Irrevocable Trust
Owner, Unit 2

12/28/06
Date

ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Summit

On this 28th day of December, 2006, personally appeared before me, the undersigned Notary Public, in and for said County and State, Stephen M. Ross and Kara Ross, husband and wife, as joint tenants with full rights of survivorship, being duly sworn, acknowledged to me that they are the owners of Unit 4, the Knoll at Silver Lake, a Utah Condominium Project, and that the foregoing Owner's Certificate and Dedication was signed freely and voluntarily.

Jennifer Green
A Notary Public Commissioned in Utah

Printed Name

Residing at Bountiful, Utah

My Commission Expires Apr. 3, 2010

ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Summit

On this 28th day of Dec, 2006, personally appeared before me, the undersigned Notary Public, in and for said County and State, Richard W. Arendsee, Trustee of the KAMA Irrevocable Trust, being duly sworn, acknowledged to me that he is the Trustee for the KAMA Irrevocable Trust, the owner of Unit 2, the Knoll at Silver Lake, a Utah Condominium Project, and that the foregoing Owner's Certificate and Dedication was signed freely and voluntarily.

Mary J. Carney
A Notary Public Commissioned in Utah

Printed Name

Residing at Park City, UT

My Commission Expires June 13, 2008

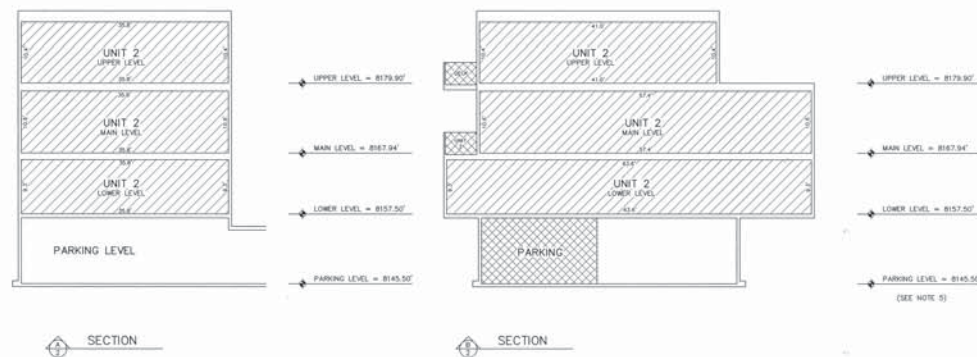
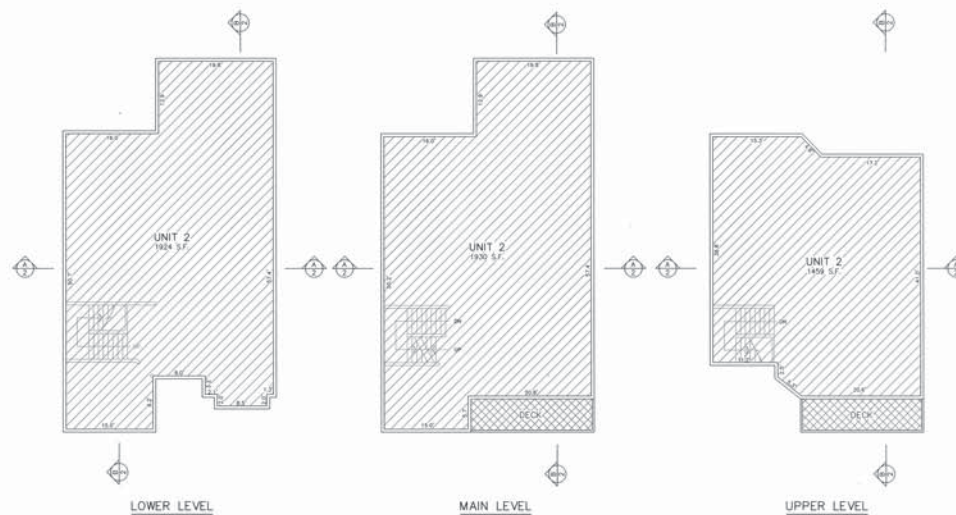
NOTES:

1. THIS AMENDED RECORD OF SURVEY MAP PLAT REFLECTS THE EXPANSION OF OWNERSHIP IN UNITS 2 AND 4, AND EXCEPT AS SHOWN ON THIS PLAT, NO OTHER CHANGES TO THE CONDOMINIUM PROJECT ARE BEING MADE.
2. UNIT 4 WAS AMENDED BY RECORD OF SURVEY PLAT RECORDED 11-29-96 AS ENTRY NO. 468315. UNIT 3 WAS AMENDED BY RECORD OF SURVEY PLAT RECORDED 12-21-99 AS ENTRY NO. 555669. UNIT 2 WAS AMENDED BY RECORD OF SURVEY PLAT RECORDED 5-21-2003 AS ENTRY NO. 610599. EXCEPT AS SHOWN IN THE AMENDED PLATS LISTED ABOVE, ALL OTHER DESCRIPTIONS AND DIMENSIONS SHOWN ON THE RECORD OF SURVEY PLAT THE KNOLL AT SILVER LAKE PHASE 1, RECORDED 4-5-82 AS ENTRY NO. 190071 SHALL REMAIN OF RECORD.
3. A VOTE EXCEEDING 66.66% OF THE AFFECTED HOMEOWNERS HAVE APPROVED THE AMENDMENT. ALL FOUR (4) HOMEOWNERS AFFECTED BY THE AMENDMENT HAVE DULY EXECUTED A DOCUMENT ACKNOWLEDGING THEIR CONSENT TO TO RECORD THIS AMENDED RECORD OF SURVEY MAP.

EXHIBIT D

PAGE 1 OF 3

(435) 840-9487 SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS <u>17th</u> DAY OF <u>Jan</u>, 2007 A.D. BY <u>B. B. B.</u> B.B.B.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23rd DAY OF August, 2007 A.D. BY <u>M. H. H.</u> CHAIRMAN	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 22nd DAY OF JANUARY, 2007 A.D. BY <u>Richard W. Arendsee</u> PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS <u>22nd</u> DAY OF <u>January</u>, 2007 A.D. BY <u>Richard W. Arendsee</u> PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 14th DAY OF September, 2006 A.D. BY <u>Richard W. Arendsee</u> PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 14th DAY 05 September, 2006 A.D. BY <u>Richard W. Arendsee</u> MAYOR	JOB NO.: 3-5-05 FILE: X:\DV\KNOLL\PLAT\Page 01.dwg # <u>805881</u> RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <u>Condition THE</u> DATE <u>2-28-07</u> TIME <u>3:11 PM</u> BOOK <u>---</u> PAGE <u>---</u> \$92.00 FEE <u>---</u> <u>Daniel A. Bowers, Deputy</u> RECORDER
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LEGEND

UNIT (PRIVATE OWNERSHIP)

LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO DESIGNATED UNIT

COMMON AREAS AND FACILITIES

S.F. = SQUARE FEET

- NOTES:**
1. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
 2. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
 3. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
 4. THE DIMENSIONS OF THE PRIVATE SPACES AND SQUARE FOOTAGE CALCULATIONS ARE BASED ON THE RECORD OF SURVEY MAP OF THE KNOLL AT SILVER LAKE PHASE 1, AND ON MEASUREMENTS IN THE FIELD. MINOR VARIATIONS MAY OCCUR. IT IS THE INTENT THAT THE PRIVATE OWNERSHIP AREA OF THIS UNIT WILL BE AS CONSTRUCTED.
 5. BENCHMARK = LOWER FLOOR ENTRY TO UNITS 3 & 4 - ELEVATION 8155.40. REFER TO THE RECORD OF SURVEY MAP OF THE KNOLL AT SILVER LAKE PHASE 1, RECORDED NO. 190071 IN THE SUMMIT COUNTY RECORDER'S OFFICE.

FIFTH AMENDED RECORD OF SURVEY MAP

THE KNOLL AT SILVER LAKE PHASE 1

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

10' 0 10' 20'

PAGE 2 OF 3

JOB NO.: 3-5-05 FILE: X:\DV\KNOLL\PLAT\Page 03.dwg

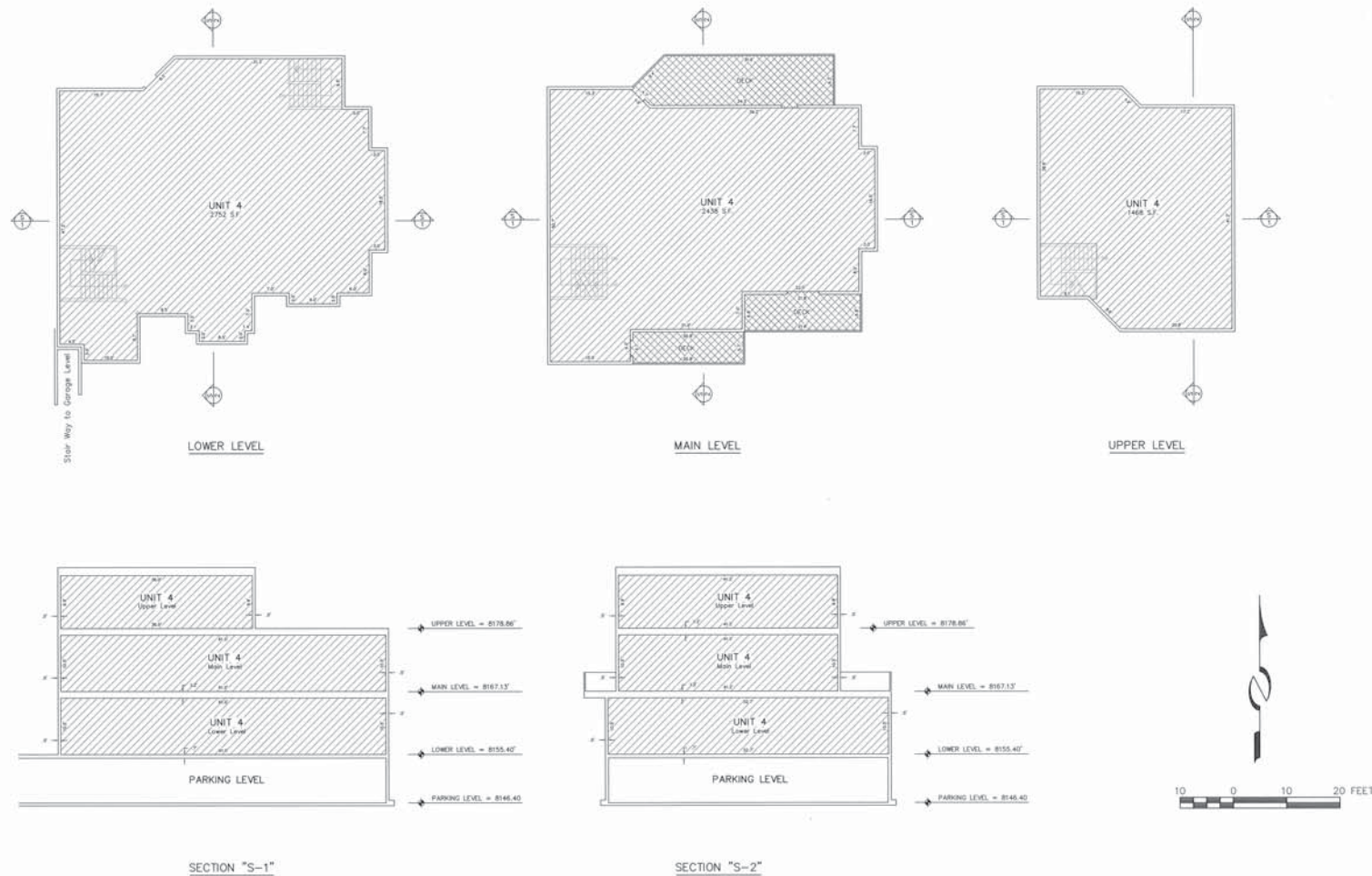
805881 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF Coalition Title

DATE 2-28-07 TIME 3:41p BOOK --- PAGE ---

5920 FEE --- Penelope Brown, Deputy RECORDER



- NOTES:
1. PLANS AND DIMENSIONS SHOWN ON THIS PLAN WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY CRAIG T. KITTEMAN AND ASSOCIATE ARCHITECTS AND FROM THE RECORD OF SURVEY MAP OF THE KNOLL AT SILVER LAKE PHASE 1. NO FIELD VERIFICATIONS WERE MADE.
 2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
 3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
 4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.

LEGEND

- UNIT (PRIVATE OWNERSHIP)
- LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO DESIGNATED UNIT
- COMMON AREAS AND FACILITIES

S.F. REPRESENTS SQUARE FEET

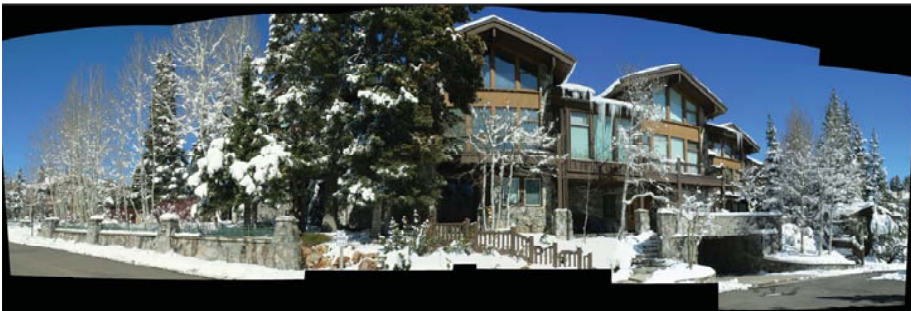
THE KNOLL AT SILVER LAKE PHASE 1

FIFTH AMENDED RECORD OF SURVEY MAP
A UTAH CONDOMINIUM PROJECT LOCATED IN THE SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 3 OF 3

RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF *Codition Title*
DATE *4-23-07* TIME *3:40 pm* BOOK *---* PAGE *---*
4928
FEE *Penelope Bowen, Deputy*
RECORDER

JOB NO. 5-6-06 DV\KNOLL\SAMD\F3.DWG



LOOKING NORTH FROM ASTER LANE



LOOKING NORTHWEST FROM ROYAL STREET



LOOKING WEST FROM ROYAL STREET



LOOKING EAST FROM ASTER COURT

THE KNOLL AT SILVER LAKE PHASE 1

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84002-2664	(435) 648-2467 STAFF: STEVE SCHUELER DATE: 6/25/13	PANORAMIC IMAGES THE KNOLL AT SILVER LAKE PHASE ONE FOR: BRIAN EDELMANN 3-4-13 JOB NO: 3-4-13 FILE: C:\E\slv\dwg\knoll\ 6th amended plat\Page 01.dwg	SHEET 2 OF 2

EXHIBIT E



THE KNOLL AT SILVER LAKE PHASE 1

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2064 Park City, Utah 84060-2064	(435) 840-8487 STAFF: STEVE SCHUELER DATE: 6/25/13	ORTHO-PHOTO THE KNOLL AT SILVER LAKE PHASE ONE FOR: BRIAN EDELMANN JOB NO: 3-4-13 FILE: X:\6\1\sh\dwg\knoll\ 6th amended plat\Page 01.dwg	SHEET 1 OF 1
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Planning Commission Meeting
August 28, 2013
Page 3

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 510 Payday Drive - Plat Amendment to September 22, 2013. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

2519 Lucky John Drive – Plat Amendment (Application PL-13-01980).

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 2519 Lucky John Drive - Plat Amendment to September 11, 2013. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

LMC – Amendments to Chapter 2.4 – HRM District

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Wintzer moved to CONTINUE the LMC Amendments to Chapter 2.4 to September 11, 2013. Commissioner Thomas seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA – Discussion, Public Hearing and Possible Action

1. 7905 Royal Street – Record of Survey Amendment (Application #PL-13-01968)

Planner Kirsten Whetstone reviewed the request for a record of survey plat amendment for Units 1 and 3 at the Knoll Condominiums located directly north of the Chateau at Silver Lake at Deer Valley. The owners of the Knoll Units 1 and 3 and the HOA, have requested an amendment to the plat to transfer approximately 700 square feet of unused platted private area from Unit 1 to Unit 3. The owner of Unit 1 does not intend to build his addition and was transferring the unbuilt area to Unit 3. The owner of Unit 3 would like to build an addition to the rear at the lower level, with a deck above to be limited common space.

Planner Whetstone reported that the 700 square feet would be transferred over, as well as an additional 100 square feet of common area to become private area for Unit 3 to construct an addition. No new units would be created. The Knoll was constructed with Deer Valley units and there is no calculation based on square footage. The Deer Valley MPD concept and configuration and the property use would not change. The amount of open space decreases by less than 1%. However, a footprint calculation was done and the open space would go from 65.3% to 64.9%. The required open space is 60%. Planner Whetstone stated that the proposed modifications would not have a negative impact on the Deer Valley MPD or the Greater Park City community.

The Staff found good cause for the Plat Amendment, and the record of survey amendment is consistent with the 11th Amended Master Plan Development for Deer Valley, the LMC, and State law for condominium plats. The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law and Conditions of Approval as outlined in the ordinance attached to the Staff report.

Chair Worel referred to language on page 38 of the Staff report, "...the lower level of Unit 3 increases by 811.7 square feet beneath a proposed common area deck". She asked if the lower level of Unit 3 would be under a common deck. Planner Whetstone explained that in a condominium plat the deck is typically limited common area. The addition is one-story off the back of the lower level, and a deck would be built on top of the addition. The deck would be considered common area. Planner Whetstone noted that the deck could be private; however limited common allows the HOA to access and maintain the deck. Commissioner Strachan clarified that limited common is different from common space.

Kevin Horn, the project architect, was available to answer questions. Mr. Horn noted that the three owners are close friends from New York and no one objects to this request.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council for Unit 3 of 7885 and 7905 Royal Street in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated in the draft ordinance. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 7885 and 7905 Royal Street

1. The property subject to this plat amendment is located at 7885 and 7905 Royal Street East and consists of Units 1 and 3 of The Knoll at Silver Lake Condominiums Phase I and associated common area.
2. The Knoll at Silver Lake Condominiums Phase I record of survey plat was originally recorded at Summit County on April 5, 1982. A first amended plat was recorded at Summit County on November 11, 1996, followed by subsequent amendments on December 21, 1999; November 29, 2005; April 5, 2006; and February 28, 2007.
3. The Knoll at Silver Lake Condominiums Phase I is located on a parcel that is 27,184 square feet in total area and consists of four (4) residential condominium units in one building with twelve (12) parking spaces located in an underground parking structure. The remaining phases were reconfigured in the 1980s with an MPD amendment and developed as detached single family homes, known as Knoll Estates.
4. The property is located within the Residential Development (RD-MPD) zoning district and is subject to the Deer Valley Master Planned Development (MPD) that sets forth maximum densities, location of densities, allowed uses, developer-offered amenities, and other conditions for the entire Master Plan. The property is located within the Silver Lake Community of the MPD.
5. The Knoll at Silver Lake Condominiums Phase I was approved for four (4) “Deer Valley Units” similar to Stag Lodge with no maximum floor area or residential unit equivalents (UEs) were assigned to these units. The MPD requires a minimum of 60% open space and compliance with the RD zone setbacks and building height limitations.
6. On July 1, 2013, an application for a plat amendment was submitted to the Planning Department requesting an amendment to the record of survey plat to transfer 711.1 sf of unused, un-built private area from Unit 1 to Unit 3 and to convert 100.6 sf of common area to private area for Unit 3 for the purpose of constructing an addition to Unit 3. The addition would increase the platted floor area and building footprint of Unit 3 by 811.7 square feet and decrease the platted floor area and building footprint of Unit 1 by 711.1 sf. There is a net change of floor area and building footprint of 100.6 sf.

7. No new units are created and the Deer Valley MPD concept and configuration of property and uses are not changed.
8. The amount of open space decreases from 65.3% to 64.9 % and the property continues to comply with the MPD requirement of 60% open space.
9. The State Condominium Act requires a vote of the condominium owners and approval of the amendment by 2/3 of the condominium owners.
10. On August 2, 2013, the owners signed a Sixth Amendment to the Declaration of Condominium and Consent to Record of Survey Amendment to be recorded with the amended plat and indicated that $\frac{3}{4}$ of the owners were in favor of the amendment.
11. No new units are created and the MPD concept and configuration of property and uses is not changed. No new uses are created with the plat amendment. The proposed modifications are not substantive and will not have a negative impact on the surrounding area, the Deer Valley project, or the greater Park City community.
12. The MPD required 2 parking spaces per unit for a total of eight (8). There are twelve (12) spaces provided within an underground parking structure. No additional parking is required or proposed. No additional parking demand is created by the proposed amendments.
13. Findings in the staff analysis section are included herein.

Conclusions of Law – 7885 and 7905 Royal Street

1. There is good cause for this record of survey plat amendment.
2. The record of survey plat amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. As conditioned, the record of survey plat amendment is consistent with the current Eleventh Amended and Restated Deer Valley MPD.
4. The proposed record of survey plat amendment will materially injure neither the public nor any person.
5. Approval of the record of survey plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park

City.

Conditions of Approval – 7885 and 7905 Royal Street

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is granted by the City Council.
3. All conditions of approval of the Deer Valley MPD and Knoll at Silver Lake Condominium record of survey plat continue to apply.
4. All construction subject to this plat amendment requires a Building Permit and approvals from the Building and Planning Departments.
5. A plat note shall be added requiring maintenance of all required elements of the fire protection plan, including residential fire sprinkler systems, according to the Building Code in effect at the time of building permit application submittal.

2. 1555 Iron Horse Drive – Extension of a MPD (Application PL-13-01963)

Planner Francisco Astorga reviewed the request to extend the approved MPD that was approved in 2011. The property is located at 1555 Iron Horse Loop Road. Planner Astorga explained that the property owner put his plans on hold due to the discussion the City and the property owners were having with Rocky Mountain Power regarding the possible relocation of the substation. Since the relocation was not negotiated and the City was not looking into further possibilities, the property owner would like to extend the approval date for two years from the original date to begin the project. The original MPD expired on August 2nd, 2013. The applicant had filed the proper request for a two-year extension.

Planner Astorga noted that during the review process of the extension the Staff discovered a discrepancy with the unit equivalents under Section 5, Affordable Housing. The original number was incorrect based on the calculation of affordable housing equivalents. The number 6.14 should be corrected to read 6.91 unit equivalents. Planner Astorga stated that the inaccurate number was acknowledged and the correct number would be put in the