



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
SEPTEMBER 5, 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 5, 2013.

Closed Session

1:00pm Property, Personnel and Litigation
Break

Work Session

2:30pm	Council questions and comments and Manager's Report	
2:40pm	Marketplace Fairness Act	Pg. 8
2:50pm	Water Research Foundation	Pg. 12
3:10pm	COSAC Recommendation for Risner Ridge Preservation Tool	Pg. 18
3:30pm	Employee Engagement Survey Results	Pg. 25
3:40pm	Sundance Contract Extension	Pg. 30
4:10pm	Library Update	Pg. 97
4:40pm	Historic Preservation Board Interviews	

Closed Session

5:40pm Personnel
5:50pm Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Mayor's Award for Community Excellence

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

IV MINUTES OF MEETING OF AUGUST 1 and AUGUST 8, 2013 Pg. 120

V CONSENT AGENDA (*Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon*)

1. Consideration to authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Beck Construction for the McLeod Creek Bank Stabilization Project in the amount of sixty two thousand four hundred dollars. (\$62,400).

Pg. 144

2. Consideration to authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Daley Excavators LLC, for the removal and preservation of eight pipe sections in an amount of \$65,390.45. Pg. 147

V APPOINTMENTS AND RESIGNATIONS

1. Consideration of the appointment of Marci Heil as City Recorder

VI OLD BUSINESS

1. Consideration of approval for adopting the proposed ordinance which amends Title 4, Chapter 2, Section 4, 8 and 10 of the Municipal Code of Park City (MCPC). These amendments address inspections for code compliance and business license issuance or denial. Pg. 153
 - a) Public hearing
 - b) Action

VII NEW BUSINESS

1. Consideration of an Ordinance approving the Third Amended Record of Survey of the Royal Plaza Condominiums located at 7620 Royal Street in Park City Utah Pg. 167
 - a) Public hearing
 - b) Action
2. Consideration of an Ordinance approving the Plat Amendment located at 1127 Woodside, Park City, Utah Pg. 192
 - a) Public hearing
 - b) Action
3. Consideration of an Ordinance approving the Amendments to the Convention License Pg. 229
 - a) Public hearing
 - b) Action
4. Consideration of an Ordinance approving the Echo Spur Development Plat Amendment Lots 17, 18, 19, Park City, Utah
 - a) Public Hearing
 - b) Motion to continue to October 15, 2013

VIII 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: 09/03/13
See: www.parkcity.org

TENTATIVE MASTER CALENDAR

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

September

5 Please see agenda

12 **Liza gone**

Ordinance approving 496 McHenry Subdivision Replat

New Recreation software - Ken F.

Municipal Renewable Energy Update, work, Tyler, 30 min.

Ordinance - 573 Main Street Plat Amendment Extension – FA

Ordinance - 1103/1105 Lowell Avenue Plat Amendment Extension - FA

Ordinance - Plat Amendment – the Knoll at Silver Lake Phase 1 Condominiums, NB, KW

Adoption of Amendment to Sundance Master Festival License agreement Mark,
Jonathan

Hearing Officer – Tricia Lake

- Housing Authority Meeting

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

18-22 **No Meeting – City Tour**

26 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

Planning Commissioner Interviews – (3 seats) 1.5hr Thomas

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

Ordinance 510 Payday Drive – Plat Amendment PL-13-01945

Ordinance 2519 Lucky John Drive – Plat Amendment PL-13-01980

Stoneridge – Gilmore Open Space – Heinrich

Beaver Management Policy Discussion - Work, Jim B 40 min.

October

3 Ice Arena Annual update, Study – Jon Pistey

PAAB Update - Sharon

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 SCB

31 **No Meeting**

November

7
14
21
28 **No Meeting – Thanksgiving**

December

5
12
19 Acceptance of the audit – Lori C.
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
Gamble Oak Easements
Risner Ridge - HD
Rocky Mountain Power expansion



To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT – September 5, 2013

Park Silly Sunday Market – Mid Season Review submitted by Tommy Youngblood from Sustainability

In December 13, 2012 Park City Municipal entered into a one year contract with the Park Silly Sunday Market. **The one-year contract calls for a Mid-Season Staff Review of the market to ensure that the terms** of the City Service Contract are in compliance.

Park City Event Staff has made findings that all operational, financial, and collaborative requirements within the City Services Agreement between the Park City Municipal Corporation and Park Silly Sunday Market (PSSM) are being met.

Financial obligations:

In June of 2013 PSSM was paid \$65,000 of the \$75,000 they are eligible to receive. Staff is currently reviewing the outstanding invoice for the remaining \$10,000 for payment. No negative issues are expected. The fee waivers contained in the contract are on track to come in as forecasted at \$20,385. These waivers primarily include dedicated Park City Police Patrol and building inspections.

Vendor Mix:

Staff finds that PSSM and the created Working Group have met all of the requirements concerning the contracted vendor mix criteria. The working group contains current members of the PSSM, Historic Park City Alliance (HPCA), the Park City Council and staff. As members of the working group the HPCA voiced concerns and would like more attention paid to the type of vendors allowed at the market to decrease direct competition with Main Street merchants. This matter continues to be addressed by all parties.

Attendance:

Estimated by Park City Municipal Staff & PSSM Staff (estimates):

- 2013 PSSM Season – **165,000** (estimate of complete season)
- 2012 PSSM Season – **140,000**
- 2011 PSSM Season – **121,272**
- 2010 PSSM Season – **96,250**

- Average weekly attendance (estimates)
 - 2013 – 10,500
 - 2012 – 9,200
 - 2011 - 8,085
 - 2010 – 5,833

PSSM uses volunteers with counters at the Main entrance at Heber and Main Street, 9th street and Park Ave, and the Bike Path at the round-about.

Parking and Traffic Flow:

Parking in China Bridge, as well as all other available old town spaces, usually fills up between 10:30am – 11:30am. Old town areas represent 80 – 90 % of where attendees park for the market. We currently have a small, but growing, number of vehicles diverted to the high school to use the bus system to attend PSSM. There have been concerns by residents of Park Avenue about the amount of traffic on market dates. In response to concerns, Staff has worked with the neighborhood and PSSM and placed 'resident parking only signs' on the west side of Park Avenue from 15th St to 9th St. While responses from residents have been positive overall, Staff is continuing to work on other solutions to further mitigate impacts of the event on the residential neighborhood.

Noise and Set-up Activity:

Staff measured noise levels in and around the 9th St. & Park Ave area during the set-up of the event on Sunday mornings as well as monitored noise levels during the Market proximate to the music stage. The noise levels do not exceed noise ordinance limits.

City Services Contract Timeline:

The current contract expires on September 30th, 2013. The Market has requested that contract discussions for a new multi-year contract begin. Staff will begin this process and report back to Council when more information is available.



To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT – September 5, 2013

OLD TOWN CURBSIDE RECYCLING UPDATE

Submitted by Matt Abbott (Sustainability)

Background

In the June 27, 2013 City Council meeting Environmental Sustainability presented the obstacles and opportunities related to curbside recycling in the Old Town area. Council directed Environmental Sustainability to work with Republic Services, Curb It Recycling, and Summit County to improve the curbside recycling services in Old Town.

Near-term System Enhancements

Beginning on September 12, 2013 both waste and recycling will be collected on the same day (Thursday). Curbside waste collection will remain on a weekly collection schedule while recycling collection will still occur every other week. Same day collection should reduce confusion and also make the waste and recycling process easier for customers.

All parties have been working together to inform Old Town customers of the schedule change and to further improve customer education. Utilizing the contracted education budget, Curb It has drafted bilingual flyers to update customers with both the new collection schedule and a list of acceptable materials. Republic Services drafted and mailed notification postcards to all Old Town customers including residents, businesses, and property management companies. Curb It has broadcasted schedule changes through PSAs on KPCW and in The Park Record. Summit County has further supported these efforts with SummitCountyRecycles.org, a central webpage for schedules, contacts, accepted materials, and other supplemental resources. SummitCountyRecycles.org will be linked to a widely distributed Quick Response Code (QR Code) that will appear on flyers and future communications.

Summary of Communications

Print	Media	Online
• Flyers (bilingual) • Postcards	• PSA on KPCW • PSA in Park Record	• SummitCountyRecycles.org • QR Code

Long-term System Enhancements

All parties involved in improving Old Town curbside recycling took this as an opportunity to improve system wide communication. Curb It Recycling is procuring a bid to label Old Town recycling bins with the QR Code, a recycling symbol, and a "No Glass" message. Republic Services and Summit County will be hot-stamping all new bins with the QR Code, www.summitcountyrecycles.org, and a "No Glass" message. The QR Code serves as an ongoing link to www.summitcountyrecycles.org which will be updated with system changes, key information, and new diversion opportunities.

City Staff appreciates the efforts made by Curb It Recycling, Republic Services, and Summit County to-date and will continue to follow-up with key staff to ensure that curbside recycling in Old Town is effectively implemented.



City Council Staff Report

Author: Council Member Alex Butwinski
Subject: Marketplace Fairness Act (MFA)
Date: September 5, 2013
Type of Item: Information and direction

***Note from the City Manager:** Thanks to Alex for his willingness to author this report. While it is highly unusual for a Council member to author a staff report, where we have been short-handed on the legislative front for the past year – and where Alex attended ULCT Legislative Policy Meeting where this item was discussed, he was the most qualified person to write this report.*

Recommendation

Review the elements of the Marketplace Fairness Act (MFA) legislation and direct Staff to prepare a letter of support, to be sent to Representative Rob Bishop, for the Mayor's signature. Additionally, Council should direct staff to work with our federal lobbyist, Jim Barker, and follow up with Representative Bishop's staff.

Background

- The bill would empower state and local governments to collect the sales tax from online retailers that **are already owed** under current law. **It is not a new tax**, but rather a collection of an existing tax that online retailers are not currently collecting and remitting to the state of Utah.
- The bill would level the playing field between brick and mortar businesses who collect and remit sales tax and online businesses who currently do not collect or remit sales tax. Some online retailers do pay sales tax, but generally only in a state where the company has a physical presence. Also- some states have passed laws that require all online retailers to pay sale tax.
- Small online businesses--those with annual remote sales of less than \$1 million--are exempt from the collection and remittance requirements. The bill also provides a mechanism for online retailers to obtain free compliance software. Utah is already a member of the Streamlined Sales and Use Tax Agreement. It is the purpose of this Agreement to simplify and modernize sales and use tax administration in the member states in order to substantially reduce the burden of tax compliance. The Agreement focuses on improving sales and use tax administration systems for all sellers and for all types of commerce. (See <http://www.streamlinedsalestax.org> for the complete agreement)
- Utah's estimated potential revenues are \$180 million.

- The House Judiciary did hold a hearing on Marketplace's predecessor during the previous Congressional term on July 24, 2012.
- Several questions were raised about compliance software, fair compensation to businesses, and simplification of state tax codes

Status

- In May, 2013 the bill passed the US Senate overwhelming 69-27 and is awaiting a hearing in the House Judiciary Committee.
- Likely to be strong opposition to the bill from online retailers such as E-Bay and Overstock.com. Amazon.com is supportive of this bill.
- Senator Hatch offered several amendments to the Senate version at the behest of online retailers and both Senators Hatch and Lee voted "no" on the bill in the Senate.
- Congressman Chaffetz is a member of the Judiciary Committee. His staff expressed the Congressman's support for the bill (with some minor proposed tweaks to software implementation).
- Committee Chair (Rep Bob Goodlatte of Virginia) has expressed concerns about the bill and may not hold a hearing on the Act this year.
- ULCT , is asking Council to communicate support of the Act to Congressman Bishop and encourage him to urge Chairman Goodlatte to bring the Act forward for a hearing.

Significant Impacts

The impact of an elected official to elected official conversation is a game-changer on Utah's Capitol Hill. The League has been effective in organizing the forces of Utah's municipal leaders to promote initiatives of mutual interest. ULCT are requesting we support the Act with the Utah House Delegation. A letter supporting the Act is attached (Attachment A) listing seven reasons to support the act and it is suggested we use them as a guideline in writing a letter from Park City 's elected officials.

Recommendation

Review the elements of the Marketplace Fairness Act (MFA) legislation and direct Staff to prepare a letter of support, to be sent to Representative Rob Bishop, for the Mayor's signature. Additionally, Council should direct staff to work with our federal lobbyist, Jim Barker, and follow up with Representative Bishop's staff.

July 22, 2013

TEMPLATE FOR LETTER FROM UTAH CITY TO THE UTAH HOUSE DELEGATION

On behalf of the 245 member municipalities of the Utah League of Cities and Towns (ULCT), we urge you to support S. 743 or H.R. 684, commonly known as the Marketplace Fairness Act. We also urge you to push the House Judiciary Committee to hold a hearing to deliberate on S. 743 or H.R. 684.

I) COMPLIANCE WITH CURRENT LAW

The Marketplace Fairness Act would grant state and local governments the option to collect the sales tax from remote sellers that are **already owed** to them under current law. The current tax structure requires brick and mortar business to collect and remit state and local sales tax but does not have the same requirement for remote sellers. Consumers are required under existing Utah law to pay sales & use taxes on all goods they purchase. However, online sellers are not required to collect and remit sales taxes in the same way that local brick and mortar businesses collect the taxes.

The Marketplace Fairness Act is thus not a new tax on businesses but rather a collection of an existing tax that certain retailers are not collecting and remitting. Collecting sales tax should be simply part of selling goods online, just as it is a part of selling goods on Main Street. The skewed tax rules thus create an unfair business environment for brick and mortar retailers.

II) POTENTIAL FINANCIAL IMPACT

The National League of Cities anticipates that the Act will empower local governments nationwide to collect \$23 billion (FY 2012) of already-owed sales taxes which can be used on necessary public services and infrastructure projects. Utah's estimated potential revenues are \$180 million.

III) POLITICS & PROCESS

S. 743 passed the United States Senate 69-27 in May 2013. The Senate bypassed normal procedure and the bill was lifted directly to the floor for a floor vote without a committee hearing. However, the House Judiciary Committee Chairman Bob Goodlatte publicly declared that the House would follow normal order and procedure for either S. 743 or the House version (H.R. 684). H.R. 684 is sponsored by Representative Steve Womack (R-AR) and has 66 bipartisan co-sponsors.

Realistically, if the House Judiciary Committee does not hold a hearing by the middle of September 2013, the bill will likely fail this session. The Senate vote will be in vain and the bill will likely not have another opportunity until 2015 at the earliest.

Consequently, ULCT requests that Utah's House delegation request that the Judiciary Committee hold a hearing on either bill. Last session, the House Judiciary Committee held a hearing on a similar version of the bill (H.R. 3179). This year's bill deserves a hearing and an opportunity for a vote.

IV) IMPACT ON SMALL BUSINESS

Under the bill, remote sellers would be required to collect and remit sales taxes to other localities so long as the total annual remote sales exceed \$1 million. The bill thus provides a safe harbor

to small online businesses—those with annual remote sales of less than \$1 million—so that those businesses need not collect and remit the sales tax. The business themselves are not paying the tax; they are simply collecting and remitting the tax paid by their customers.

V) STREAMLINED SALES AND USE TAX AGREEMENT

The bill requires states to simplify their sales tax laws to facilitate multistate sales tax collection. Utah is actually already a full member of the Streamlined Sales and Use Tax Agreement (SSUTA) and has been a leader in the national SSUTA effort. Per Senate Bill 58 (2013), Utah has established a restricted account for the potential revenues from the Marketplace Fairness Act. Upon passage of the Act, Utah local leaders will deliberate how best to allocate those funds and examine possible modifications to the overall municipal finance structure.

VI) FREE COMPLIANCE SERVICES

The bill provides for free services to assist online retailers to comply. For example, the Streamlined Sales and Use Tax Agreement Governing Board oversees a certification process that includes the testing and verification of software and/or services to ensure compliance with all applicable state and local sales tax laws. As of today, there are six certified service provider platforms available to help retailers achieve compliance.

VII) FEDERALISM

The Marketplace Fairness Act is also an example of federalism. Per the Supreme Court holding in *Quill Corp. v. North Dakota*, 504 U.S. 298 (1992) Congress must authorize local governments to enforce sales tax laws on remote sellers. When Congress enacts the Act, then Congress will empower only state and local governments to levy sales tax on remote sellers. Congress, meanwhile, will not have the authority for a federal remote sales tax nor can Congress mandate that local governments levy the sales tax on remote sellers. Congress enables the tool but then must defer to the wisdom of local governments.

In closing, please urge Chairman Goodlatte to hold a hearing on Marketplace and please support the bill. You can reach me at _____ with additional questions. Thank you for your service to the state of Utah.

Sincerely,

Name

Title

City Council Staff Report

Subject: Project Update - Metals Accumulation and Release within the Distribution System: Evaluation of Mechanisms and Mitigation

Author: Michelle De Haan, Water Quality and Treatment Manager

Department: Public Works, Water

Date: September 5, 2013

Type of Item: Administrative

Summary Recommendations:

Staff recommends Council allow staff the opportunity to provide an update on the previously Council approved Water Research Foundation (WaterRF) Tailored Collaboration (TC) Project entitled Metals Accumulation and Release within the Distribution System: Evaluation of Mechanisms and Mitigation.

Topic/Description:

On March 3rd, 2013 Council authorized the City Manager to execute a Multifunded Research Agreement, in a form approved by the City Attorney, with the WaterRF, for a TC Project entitled Metals Accumulation and Release within the Distribution System: Evaluation of Mechanisms and Mitigation in an amount of \$200K. The WaterRF is to provide matching funds in the amount \$175K to directly benefit Park City's research needs. USU has additionally provided \$100K in inkind grant services separate from the official WaterRF project. All researchers, including Park City's staff (i.e. Water Distribution System, Water Quality and Water Treatment) have spent significant time and effort in meetings and in the field to prepare for each field activity.

The research project and associated findings are in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Improve resident knowledge of Park City's water quality
- Ensure public health and safety is protected through quality water; and
- Maximize operational efficiency.

Background:

The research team, Confluence Engineering and Utah State University (USU), in collaboration with Park City Water Department staff has conducted the following activities as specified in the project work plan.

Work completed to date:

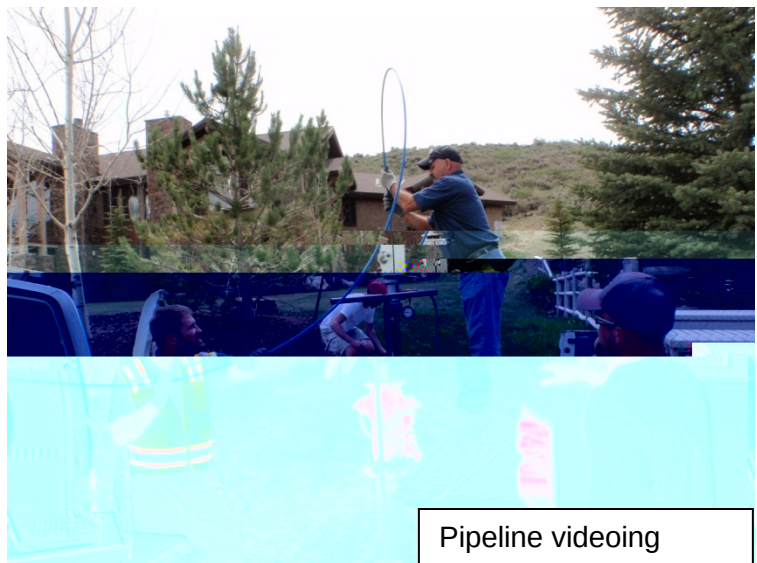
1. Industry Workshop: A one day workshop was led by the Park City Water Department and the research team on



June 3, 2013 in Council Chambers with 57 participants in person and five participating by webinar. Participants included water systems throughout Utah, EPA Region 8, ten staff members and managers from the Utah Department of Drinking Water, the Utah Rural Water Association, the American Water Works Association Regulatory Affairs Office, the Project Advisory Committee (PAC), USU and the WaterRF. The workshop was extremely successful with education to other water systems of Park City's past challenges and mitigation strategies, and monitoring and potential causation issues that can be faced by all water systems. Thereafter the PAC, which is comprised of national industry experts including university and larger utility distribution system managers, reviewed the work to date and work plan, providing valuable input.

2. Monitoring: Three types of monitoring have been taking place to better understand pipe scale accumulation and release mechanisms.

- Water source samples: USU students collected and analyzed samples from all of Park City's finished waters (e.g. treated Rockport water, Judge Tunnel water, wells, etc.) for comparison with distribution system blends.
- Distribution system baseline: USU students have been collecting samples every month since November 2012 throughout the distribution system at ten locations to characterize baseline conditions that are intended to capture different source blends throughout the year.
- Flushed solids/film: One of the main project goals is to determine where there may be the most amount of solids/film in the distribution system for characterization purposes, and for demonstration testing of three pipe cleaning technologies: high velocity unidirectional flushing, swabbing, and ice pigging. To gain this information, the research team selected areas with a higher volume of solids/film on the interior of the pipe wall. The research team utilized a camera company to assess the interior of the distribution system pipe wall in Old Town, the Thaynes area, Deer Valley and Park Meadows.



Filming the interior of pressurized water pipe is extremely new to the industry and had a mixed success rate. The interior of the pipe was extremely hard to

see; however, there were very light loose particles of film that were dislodged by the camera body. Large solids were not found indicating that high velocity flushing may be effective, since the Water Dept. has increased the use of this practice and is conducting it twice a year in specific portions of the community.



Solids samples were collected in nets from five fire hydrants throughout the distribution system near the same locations listed, further validating a lesser amount of solids than anticipated. Analysis and compilation of all data are underway, and will be in the final report.

Other Recent Water Department Activities

Considering the data analysis conducted by Park City staff and the Research team, and the Water Department's goal of reducing metals loading in the distribution system, the Water Department repurposed Judge Tunnel water as a raw water source rather than moving it into the drinking water system in July 2013. This temporary step was taken to limit metals accumulation in the distribution system, and to prepare for the Division of Drinking Water required June 2014 compliance deadline to reduce antimony concentrations in the Judge Tunnel source below drinking water standards. The long term plan for Judge and Spiro water includes treatment to drinking and stream water quality standards. The Water Department is currently working with the Utah Division of Water Quality on UPDES permit limits and compliance periods for the Judge and Spiro Tunnel discharges. The long term treatment plan, which will include treatment of Judge and Spiro water near the existing Spiro Water Treatment Plant, Quinns Junction Water Treatment Plant, or a combination of the two, will be largely influenced by the UPDES permit limits and time given to come into compliance with the permits. One of the first major projects in the long term plan is a pipeline to convey Judge Tunnel water to the vicinity of the Spiro Water Treatment Plant. This project was approved by City Council on August 15, 2013 and will be constructed by the end of 2015.

Analysis:

Water department staff and associated researchers have made significant progress on the project as described in the background section. Upcoming activities include actions that will compare water main cleaning techniques – high velocity unidirectional flushing (UDF), swabbing and ice pigging.

Upcoming Activities

1. High velocity UDF, swabbing and ice pigging will be pilot tested for pipe cleaning comparison and cost-benefit purposes within two small portions of water distribution system. The project sites are located along the 2500-2700 block of Aspen Springs Dr and the 100-700 blocks of Park Avenue and Woodside Avenue. Preliminary dates of the work involved are provided in Table 1.

Table 1 Preliminary Schedule of Events for Pipe Cleaning Comparisons

Activity	Date(s)
Hydrant preparation	Sept 2-20
Pre-testing pipe extraction	September 16-17
Preliminary unidirectional flushing	September 18-20
High velocity flushing trials (am)	September 23
Swabbing preparation (pm)	September 23
Swabbing trails (all day)	September 24
Ice pigging preparation/making ice at QJWTP	September 24
Ice pigging trials (all day)	September 25
Post cleaning pipe extraction and hydrant reassembly	September 26-October 4

During this work USU will be collecting water samples of the residuals from the cleaning exercise and the interior of the pipes to assess the effectiveness of removing solids/film for comparative purposes. Equipment on site will include swabbing materials, an ice pigging truck and potentially residual disposal tanker vessels. Pictures of each cleaning technique are provided herein.

2. Public Outreach to Inform Impacted Residents of Pipe Cleaning Activities

The Water Department will conduct public outreach with assistance from Phyllis Robinson to inform the residents of pipe cleaning activities and impacts that may occur in their neighborhood. These efforts will include:

- Door hangers and knocking on doors to explain activities
- Through e-notify me at <http://www.parkcity.org/index.aspx?page=335> which will send an email to those that specified an interest in water projects
- The City's monthly Newsletter article

The information pieces will include:

- The purpose of the project and associated pipe cleaning comparisons
- Maps and specific locations of testing and pipes being removed in impacted areas
- Which days when the activities are scheduled to occur with a 1-2 day window on each side in case of changes in schedules due to unforeseen field conditions
- Instructions for residents not to utilize the water during the testing periods
- Steps residents should follow if they experience discolored water (e.g. run the cold water taps until they are clear)
- Information on when and where they can obtain a copy of the results upon final report publication

Department Review:

This report has been reviewed by representatives of Public Works, Legal and the City Manager's Office and their comments have been integrated into 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?	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) Enhanced water quality and high customer confidence (+/-) Adequate and reliable water supply (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) Well-maintained assets and infrastructure (+/-) Engaged and informed citizenry (+/-) Fiscally and legally sound (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	(Select from List)	Very Positive 	(Select from List)	Very Positive 
Comments:				

Funding Source:

The funding for the project is from service fees and is part of the approved FY13 Water Quality Program CIP. On March 3rd, 2013 Council authorized the City Manager to execute the project with the WaterRF, for a TC Project entitled Metals Accumulation and Release within the Distribution System: Evaluation of Mechanisms and Mitigation in an

amount of \$200K. The WaterRF is to provide matching funds in the amount \$175K to directly benefit Park City's research needs. USU has additionally provided \$100K in inkind grant services separate from the official WaterRF project.

Recommendation:

Staff recommends a discussion about the project between Council and Staff.

PCMC Mains Cleaning Practices

■ **Preventative UDF program**

- ❑ Developed in 2007 after first excursion event
- ❑ System-wide 1x/year
- ❑ Old Town and Thaynes 2x/year or as needed

■ **Flushing velocity was 3 fps previously**

■ **High velocity flushing being practiced for last year until turbidity restored**



PCMC Flushing Operation

Fluid Propelled Cleaning – Swabbing



10-Ton Ice Pigging Rig for Demonstration



Source: Agbar Environment/Utility Services Group





City Council Staff Report

Subject: COSAC IV Recommendation of Preservation Tool
For the City-Owned Risner Ridge Parcels

Author: Heinrich Deters

Department: Sustainability Department

Date: September 5, 2013

Type of Item: Informational

Summary Recommendations:

Council should provide positive initial direction on granting an 'Aesthetic and Recreational Preservation Easement' for the five city-owned parcels commonly referred to as 'Risner Ridge'. (Exhibit A-Map)

Topic/Description:

Granting a preservation easement on city owned property

Background:

Park City Municipal acquired several platted open space parcels above Park Meadows, in the Risner Ridge area, via the Eagle Pointe subdivision process, between 1994 and 2004. Deed restrictions were placed on two parcels in the first phases of the development but were not formalized on two parcels in the final phases. A city water tank that serves the neighborhood is also located on the parcels. Additionally, the City acquired the 7.83 acre parcel (PCA-2-2100-4-A-X) in 1992 from Arnold Industries Inc., formally known as Arnold Resorts Inc., via a Quit Claim in what staff believes to be a development agreement associated with Park Meadows and the American Saddler waterline.

All of the property is zoned Recreational Open Space and has been historically used as a passive recreation area via the public trails and trailheads located in the area.

In 2011, Summit Lands Conservancy (SLC) was contacted by several residents of the Risner Ridge neighborhood who wanted to understand existing covenants placed on the adjacent city-owned open space parcels. SLC and the resident's discussed the parcels, as well as, options, which included the additional placement of conservation easements on the parcels and the costs associated with the process, monitoring and stewardship of each. The Risner Ridge HOA, with the assistance of SLC, sent out mailers and went door to door to garner support for a proposed conservation easement and collected 143 petition signatures. On August 24, 2012, Summit Land Conservancy director Cheryl Fox formally requested that the Council review the easement proposal. On December 6, 2012, City Council requested the Citizens Open Space Advisory Committee review the request by the Summit Land Conservancy (SLC) to place a conservation easement on the collection of internal development parcels and the one city acquisition parcel.

COSAC discussed the item on several occasions and, on August 13th, provided positive direction to proceed with a recommendation to City Council per the provided values and governing language associated with an 'Aesthetic and Recreational Preservation Easement'.

Analysis:

If Council provided direction to proceed with an 'Aesthetics and Recreational Preservation Easement', it would allow SLC to commit resources and proceed with baseline work associated. Moreover, staff will continue to work with Summit Land Conservancy on the specifics of the easement, including existing encumbrances, legal descriptions, survey and specific easement language and return to Council for final approval at a later date.

To evaluate which preservation tool might be best applied to the parcels in question, COSAC utilized the Council-adopted acquisition matrix. (Exhibit B) COSAC determined that an additional preservation tool, specific to the Aesthetic and Recreational values cited in the COSAC matrix, was appropriate, because it provided third party review of uses, as well as, set a 'high bar' for any future unanticipated uses.

Preservation Easement v Conservation Easement

In general, part of City Council's overall request to COSAC was to deliver clear recommendations on contemplated easement tools. The first step of this recommendation was the creation of the acquisition matrix which provides not only clear parcel values and intended uses but also recommended or suitable preservation options. This direction, accompanied by Nancy McLaughlin's tutelage, a nationally recognized expert on conservation easements, opened the door to a myriad of preservation tools and terminology, as well as, a better understanding of how the term 'conservation' has been oversimplified and should only be employed when referring to critical conservation values, such as wildlife and watersheds.

Values and Purpose Statement

Summit Land Conservancy and Park City staff worked in unison to recommend Tier I values consistent with the adopted matrix. The parties both recommend that the appropriate prioritized values for property should be; 1) Aesthetics 2) Recreation. These values best reflect the physical attributes, historical uses and existing documentation.

Department Review:

This report has been reviewed by members of the Sustainability, Legal and Executive Departments.

Alternatives:

A. Approve:

Council should provide positive initial direction to Summit Land Conservancy for granting a preservation easement on the Risner Ridge Parcels.

B. Deny:

Council could choose to provide negative direction to Summit Land Conservancy for granting a preservation easement on the Risner Ridge Parcels.

C. Modify:

Council could choose to modify the terms or prioritization of the easement values.

D. Continue the Item:

Council could continue the item

E. Do Nothing:

Same as continuance

Significant Impacts:

Greater Restrictions and Public Process

While the proposed Aesthetics and Recreational Easement provides greater clarity and third party monitoring of the permitted and prohibited uses consistent with the properties physical characteristics and historical operations, it *will* further restrict those permitted uses currently defined by the deed restrictions, plat notes and zoning. Moreover, the review and process in which those uses are permitted has now been assigned to a third party outside of the public process. Granting this request may also set a precedent for future requests to place additional easements on existing deed restricted city owned parcels.

	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?	+ Accessible and world-class recreational facilities, parks and programs + Balance between tourism and local quality of life + Multi-seasonal destination for recreational opportunities + Internationally recognized & respected brand	+ Abundant preserved and publicly-accessible open space + Managed natural resources balancing ecosystem needs	~ Community gathering spaces and places	+ Engaged and informed citizenry
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Very Positive 	Neutral 	Positive 
Comments:				

Funding Source:

Summit Land Conservancy has stated that the Risner Ridge neighborhood will fund all costs associated with the easement, including the endowed stewardship. No public funds are being requested.

Consequences of not taking the recommended action:

Council has requested COSAC to provide a recommendation on the Risner Ridge preservation question. If Council chooses not to move forward with COSAC's recommendation, the question may remain unanswered or incomplete.

Recommendation:

Council should provide positive initial direction on granting an 'Aesthetic and Recreational Preservation Easement' for the five city-owned parcels commonly referred to as 'Risner Ridge'.

Exhibit A- Risner Ridge Parcels

Risner Ridge Open Space



Exhibit B Criteria Matrix

Council Goals

1. World Class Multi-Seasonal Resort Destination
2. Preserving & Enhancing Natural Environment
3. An Inclusive Community of Economic & Cultural Opportunities, Responsive
4. Cutting Edge and Effective Government

Tier I

Tier II

Categories (Purpose)	<i>Recreational</i>	<i>Aesthetics</i>	<i>Critical Conservation</i>	<i>Community Character</i>
<i>Will the open space purchase advance and/or protect stated goals in the Park City General Plan and specifically add/or enhance one or more of the following four primary purposes?</i>				
Values and Priorities (Intent/Unweighted) <i>The following sections are intended to narrow the prioritization of allowed uses and preserved values which may further enable COSAC to identify funding sources and the appropriate protection tool.</i>	- Improves trail connectivity and new trail development. - Acquisition needed for public access; - Passive recreation higher priority (Passive/Non-motorized activities on established trails; related trail infrastructure, parking); - Active recreation (includes improved fields, parks, facilities, group camping, restrooms); - multiple public uses permitted	- Protect resort and open view sheds; - Greater Park City Area entry corridor; - preserves open space buffers against new development encroachment - Prevention of new residential or commercial construction- land may or may not have specific additional conservation values	- Protection of the natural habitat of fish, wildlife or plants; - Enhances stream corridor or watershed; - Protects wetlands; - Existing natural characteristics and conservation values essentially preserved as is and primary over other uses	- The preservation of open space in conjunction with agriculture, farmland and forestland, or the preservation of historically important land or a historic structure. Appropriate support related infrastructure. - Preservation is for the scenic enjoyment of the general public, which will yield a significant public benefit; may include mines, mine structures or repositories provided open character of land is maintained and environmental issues mitigated; secondary uses partitioned

<i>Do the acquisitions leverage public monies, provide significant benefits compared to costs incurred and/or involve donations from private lands to the public?</i>	Open Space; Possibly Shared for Active recreation	Open Space	Open Space	Open Space; Possibly Shared
<i>Other Considerations</i>	• Location: Outside City Boundaries or Internal • Contiguous to existing Open Space • Consideration of Parcel/Purchase Acreage • Soils Issues • Water Rights • Partition of more intensive use parcels • Adaptability/Sustainability [unknown future uses]			



Preservation Purpose/Intent <i>Does the preservation tool meet the purpose and intent of the committee and Council at time of acquisition?</i> <i>More than one tool may be implemented within a parcel to better meet COSAC/Council Goals.</i>	Perpetual “Recreational/OS” Easement Primary purpose is recreation; subsidiary purpose is protection of natural and habitat values OR Deed Restriction/Right of Reverter	Perpetual Multi-Purpose Easement Establish different use zones OR Deed Restriction/Right of Reverter	Perpetual “Conservation” Easement “Forever Wild” easement or Primary purpose is protection of natural and habitat values; subsidiary purpose is recreation	Non-perpetual (§ 57-18-1) Easement OR Conservation Contracts OR Deed Restriction/Right of Reverter
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City Council Staff Report

Subject: Employee Engagement Survey - 2013
Author: Jolene Weston
Department: Human Resources
Date: September 5, 2013
Type of Item: Informational

Summary Recommendations:

Staff recommends Council review the results of the 2013 employee engagement survey.

Topic/Description: Employee Engagement Survey - 2013

Background:

In January of 2005 Park City retained the services of Altius Corporation to conduct a Citywide employee engagement survey. The first survey was conducted in June of 2005. The first twelve questions were taken from a survey that was developed by Gallup Corporation and can be found in theory in the book "First Break all the Rules" by Marcus Buckingham. These questions were named the Q12. Park City added three additional questions specific to our mission and goals. The added questions are listed below. It was decided that in the third year (2007) the City would manage the implementation of the survey. Craig Sanchez took over as facilitator of the process until this year and now it is being handled by Jolene Weston in Human Resources. It is conducted every July and is mandatory for all departments and employees.

Added questions are:

13. My performance evaluation provides me with valuable professional development input.
14. PCMC provides attractive rewards and opportunities to retain talent and expertise.
15. I am fairly and timely held accountable when my work does not meet expectations.

Analysis:

- This is a summary of the Citywide results for the last 2 years.
- The numbers of respondents were: 2011-296, 2012-305, 2013-299
- The numbers below are an average of all departments. Managers are provided specific numbers for their departments.
- The questions are scored on a 5 point system.
- Answers are:
 1. Strongly Disagree
 2. Disagree
 3. Neutral

4. Agree
5. Strongly Agree

- The majority of numbers stayed consistent or improved from the previous year.
- The first 4 questions are the foundation questions and are considered the most important. The City has consistently scored well in these areas.
- The decreases were minor in questions #10 and #11 and are still well above the benchmark numbers. These benchmarks are a Nationwide average provided by Altius, our original consulting firm.
- Question #14 is based on several City programs. However, due to market factors, the City has made some small reductions in overall benefits and warned staff about upcoming changes. The fact that this has not changed significantly shows that most employees still feel the benefits are excellent and we benefit from retention due to them.

1. I know what is expected of me at work?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
4.41	4.46	4.50	3.29

2. I have the materials and equipment I need to do my work right?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
4.17	4.19	4.15	3.15

3. At work, I have the opportunity to do what I do best every day?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
4.12	4.20	4.21	2.98

4. In the last 7 days, I have received recognition or praise for doing good work?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.58	3.74	3.68	2.91

5. My supervisor or someone at work seems to care about me as a person?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
4.15	4.21	4.23	3.04

6. There is someone at work who encourages my development?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.95	4.00	3.95	3.11

7. At work, my opinions seem to count?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.88	3.92	3.90	3.05

8. The mission / purpose of PCMC makes me feel my job is important?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
4.00	4.07	3.90	3.22

9. Are my co-workers committed to doing quality work?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.42	4.06	4.02	3.39

10. Do I have a best friend at work?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.65	3.50	3.42	2.66

11. In the last 6 months, someone at work has talked to me about my progress?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.89	3.82	3.79	3.67

12. This last year I have had the opportunities at work to learn and grow?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.71	4.10	4.03	3.12

13. My performance evaluation provides me with valuable professional development input?

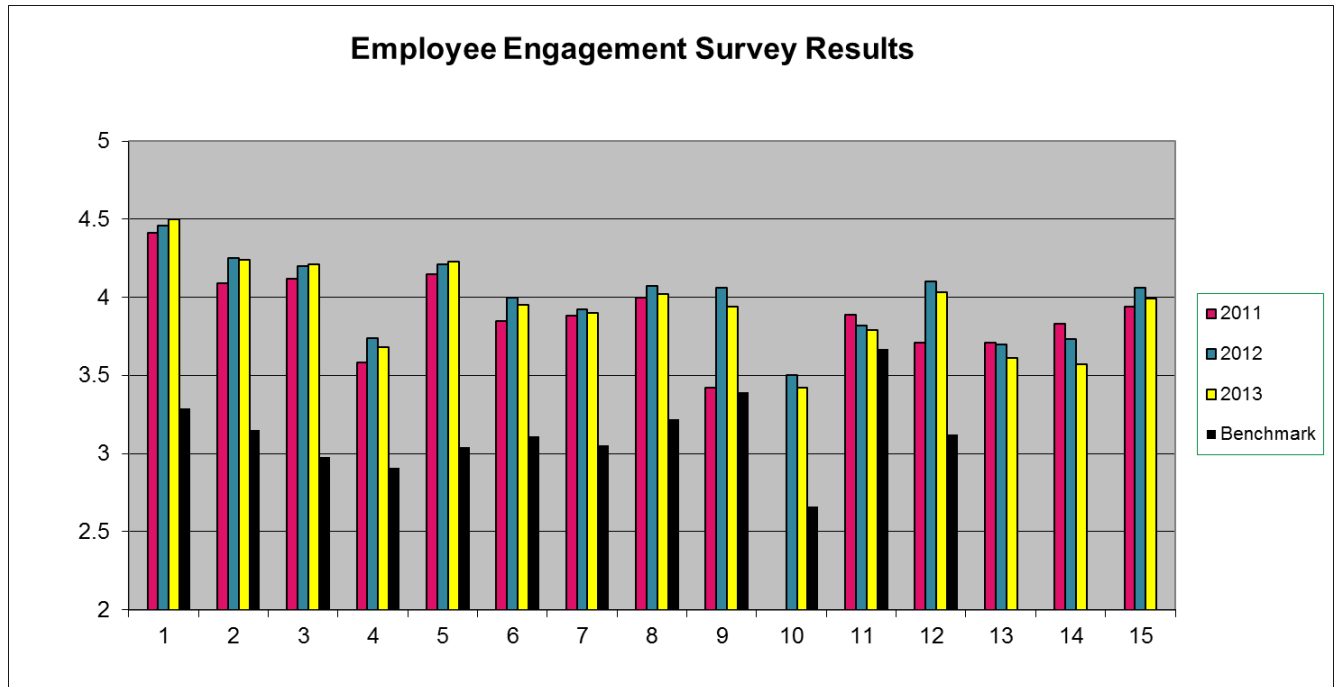
<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.71	3.70	3.61	NA

14. PCMC provides attractive rewards and opportunities to retain talent and expertise?

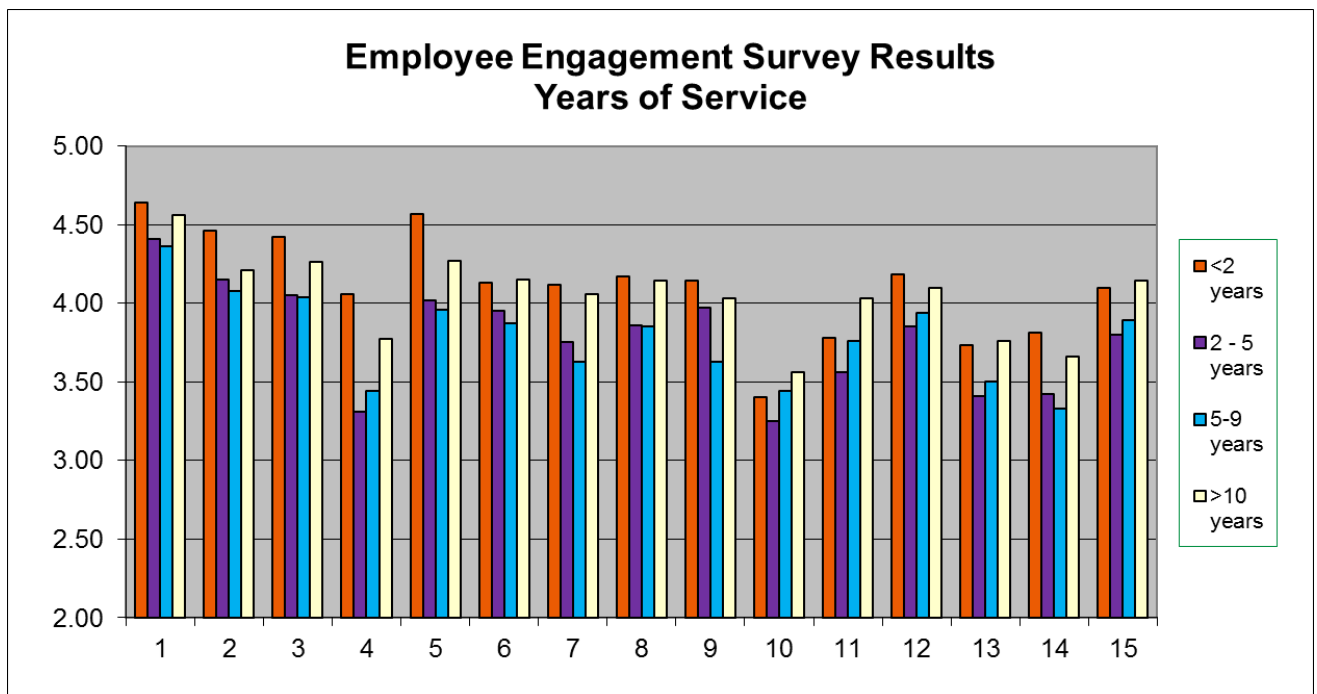
<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.83	3.73	3.57	NA

15. I am fairly and timely held accountable when my work does not meet expectations?

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Benchmark</u>
3.94	4.06	3.99	NA



Participation	2011	296
	2012	305
	2013	299



Participation	<2 years	90
	2 - 5 years	59
	5-9 years	80
	>10 years	70



City Council Staff Report

Subject: Sundance Contract Extension
Author: Jonathan Weidenhamer
Department: Sustainability
Date: September 5, 2013
Type of Item: Administrative

Summary Recommendations:

Review the proposed deal points, financial package 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.

Provide direction to return at the next Council meeting to hold a public hearing and consider approving the contract extension and 2014 Supplemental Plan.

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:

Review the proposed deal points, financial package 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.

Provide direction to return at the next Council meeting to hold a public hearing and consider approving the contract extension and 2014 Supplemental Plan.

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 currently under construction, for a period of three (3) consecutive days prior to making such passes available to the general public, at the same rates as Park City sells such passes to the general public 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 $\frac{3}{4}$ " 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 <i>Entire building</i>	USE : Storage
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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 thereto 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			2024	2025	2026			
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		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			2024	2025	2026			
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
																0		
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 printed 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

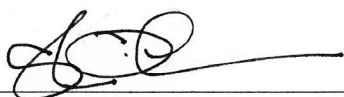
The Park City Area Restaurant Association (PCARA) would like to express its support for the proposed new agreement between Sundance Institute and the Park City Municipal Corporation. Being able to change the Sundance Film Festival dates during years when the festival conflicts with the Martin Luther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

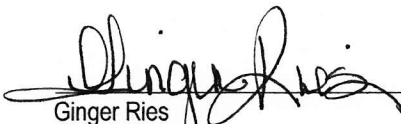
This date change has long been a desire and goal of not only the Restaurant Association, but also the entire hospitality industry in our community and is extremely positive and encouraging to the PCARA and its members. This modification will result not only in additional sales for restaurants, but also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



Shantel Stoff
Current Board President

Ginger Ries
Executive Director

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

Subject: Library Update
Author: Jonathan Weidenhamer
Department: Sustainability
Date: September 5, 2013
Type of Item: Informational

Summary Recommendations:

Consider the architect's approach to design and sustainable/green elements. Affirm support to begin the planning process which includes a Master Planned Development and Historic District Design Review.

Topic/Description:

Park City Library

Background:

The most recent progress updates were given to City Council on the following dates:

- November 8, 2012 – Direction to move forward with an expansion project;
- March 28, 2013 – Agreed on scope and basic project elements and budget (\$5.6M), including;
 - o Interior renovation and expansion of the library into all of floors one and two;
 - o Renovation of the 3rd floor for flexible community space and Park City Cooperative Preschool (PCCP) and Park City Film Series (PCFS);
 - o An added, single-story entry sequence to the library at the north façade;
 - o A 2 to 3-story addition at the northwest corner providing added function, flexibility and consolidation of services; and
 - o Modifications of the 1992 addition to expose the original historic structure on the south, west and north facades.
- July 25, 2013 – Preliminary discussion on temporary level of service during renovation (work in progress).

This update will focus on the architecture and design and include a preliminary discussion on green/sustainability approach. Council should consider the presentation from the architect on their design approach at the current stage of finalizing the schematic design. Council should affirm their support to allow the planning regulatory process to begin. Council should also confirm the architect's approach to sustainable building design elements & associated budget approach is consistent with their environmental goals.

Analysis:

Architecture and Land Use Process

The original building was finished in 1927 and is designated a Landmark Site and Building. An addition was completed in 1993 which was the culmination of a Master Planned Development (MPD) process that saved the building from demolition and renovated and converted the building to a community and education center.

The current proposed renovation's planning process will include a Subdivision Plat, Historic District Design Review, and a Master Planned Development land use review to ensure:

- The proposed design doesn't detract from the historic building and is consistent with the Historic District Design Guidelines; and
- The proposed addition and uses are compatible with the General Plan and with the neighborhood.

Staff has taken initial steps in submitting applications for these processes. Council should affirm that we should continue down this path.

Preliminary architecture concepts are included in Exhibit C. The architects approach to site development and architecture will be explained in detail during the meeting. The same information was presented to the Library Board on August 28, 2013. The Board is supportive of the site development concept and the architecture. They have also reviewed the basic floor plans, and are excited with the progress.

Per 15-11-6(A) of the Code, the City Council can also decide if they would like the Historic Preservation Board (HPB) to provide input on the proposed design. Staff recommends, similar to the old City Hall/ Museum renovation, we use the opportunity to get input from the HPB.

15-11-6. ADDITIONAL DUTIES.

In addition to the powers set forth in Section 15-11-5, the HPB may, at the direction of the City Council:
(A) Participate in the design review of any City-owned projects located within the designated Historic District.

Schedule

If the City Council is supportive of beginning the Planning process, the first two steps will be MPD meetings with the Planning Commission on 9/11/13, and 9/25/13.

Green/Sustainable Elements

Blalock and Partners, the architect, through their own design approach and consistent with current Council Policy plans to follow the intent of the United States Green Building Council (USGBC) as a "guideline" as opposed to a certification target. A preliminary discussion with PCMC Environmental staff recognizes we are calibrated with the design team by heavily focusing on energy efficiency and minimum energy requirements within the current budget. The architect has conducted on preliminary scoring with the USGBC's LEED (Leadership in Energy and Environmental Design) scoring system for

Major Renovations and estimates at least 40 points and as many as 52 which scores somewhere between a base line Certified level and Silver level (Exhibit B):

LEED 2009 for New Construction and Major Renovations

100 base points; 6 possible Innovation in Design and 4 Regional Priority points

Certified	40–49 points
Silver	50–59 points
Gold	60–79 points
Platinum	80 points and above.

The approximate scoring, just below Silver, and not seeking actual certification is consistent with our approach on the Ice Rink, Police Station and MARC. Council current policy (Exhibit E) is to consider LEED certification on a project-by project basis. Further stated is the ability to allocate up to 4% incremental budget to further or enhance “green” elements beyond the initial assessment.

Next steps will be to have the sub-consultants (mechanical, electrical, structural) prepare formal analysis and cost estimates on proposed systems and their effects on energy performance and carbon footprint. Staff will then bring the financial and energy analysis and seek final policy direction on green level of service (LOS), including discussion on formal LEED certification.

Pursuing any of the aforementioned green building certifications will require staff time and varying levels of City funding. Staff believes it can pursue ENERGY STAR within the existing CIP budget for energy efficiency projects, but pursuing any of the LEED ratings will require unbudgeted funding and/or higher upfront costs on new projects. As discussed above, potential payback times (through utility savings) for LEED have been found to be highly project-specific and require analysis on a case-by-case basis.

If Council has a desire for a substantially higher green LOS or alternative environmental goals, such as a carbon neutral building, they should direct staff to start considering that now as it would have major impacts to scope, need for incremental budget, and timeline.

Outstanding Issues and Next Steps

- Schedule - Staff is still working through a final construction schedule, balancing the following goals: Completion of the majority of the project by Sundance 2015; Impacts on library programming and Preschool CO-OP functions in the middle of winter; and developing a cost sensitive and efficient design, value engineering and construction process. We anticipate beginning construction between February and April 2014 and completion by May 2015.
- Santy upgrades – This is a work in progress with PCMC, Sundance and the Park City Film Series working towards a proposed 3 party agreement. These upgrades are currently not budgeted and have been kept separate due to lease negotiations with the parties;

- Temporary LOS during renovation. This item is a work in progress. Currently budgeted is \$15,000 for Move Management. We expect the cost to exceed the budget. We will return when more information is assembled;
- Public Art - One percent of the construction budget is allowed (\$46,000); and
- Operational Planning – A staffing and maintenance and utility plan is not budgeted and will be included in the proposed FY 15 budget.

Issues for Discussion

1. Would the City Council like the Historic Preservation Board to participate in the design review of the project?
2. Is the Council supportive of granting their Affirmation to proceed with the Planning process?
3. Is Council comfortable with the current green level of service that is being pursued, which is consistent with our existing green administrative policy

Department Review:

Economic Development, Library, Budget and Legal Departments 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?	+ Accessible and world-class recreational facilities, parks and programs + Balance between tourism and local quality of life + Accessibility during peak seasonal times + Safe community that is walkable and bike-able + Multi-seasonal destination for recreational opportunities + Internationally recognized & respected brand	+ Abundant preserved and publicly-accessible open space - Reduced municipal, business and community carbon footprints	+ Residents live and work locally + Preserved and celebrated history; protected National Historic District + Diverse population (racially, socially, economically, geographically, etc.) + Part-time residents that invest and engage in the community + Entire population utilizes community amenities + Community gathering spaces and places + Physically and socially connected neighborhoods	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Very Positive 	Positive 

Operating Budget

There are two areas that will likely see increased operational costs, staffing and utility/maintenance costs. Right now the building is extremely efficient as it is not conditioned in the summer. We anticipate conditioning the remodeled spaces, based on building codes and customer service expectations. Additionally the majority of the 3rd floor operations will increase as well as the library program itself will increase, which may have staffing implications. At the current schematic level of detail, it is very hard to

project. The scope of the current concept reduces the overall footprint of the building by reducing a large amount of the unused storage behind the auditorium.

Due to revenue declines (sales and property tax) and standard expenditure increases in the General Fund for the FY 15 budget, all operating budget increases will come under intense scrutiny during the BFO process. Significant increases in staffing, maintenance or utility costs for this project will be a challenge to fund in the FY 15 budget, as they will be weighed and vetted against all other operating budget requests. Any Council-approved operating budget request for this project may lead to a budget or level of service decrease to another BFO program at the City.

Funding Source:

The \$5.6M project will be funded through the Lower Park Ave RDA, which currently has over \$9M in fund balance available.

Recommendation:

Consider the architect's approach to design and sustainable/green elements. Affirm support to begin the planning process including a Master Planned Development and Historic District Design Review.

Exhibits:

- A) Existing Conditions
- B) Preliminary LEED scoring
- C) Conceptual Architecture
 - Site Plan
 - Volumetric
 - Wood Concept
- D) Historic Sites Inventory
- E) Administrative Policy on Green High Performance Standards

Exhibit A – Existing Conditions





LEED 2009 for New Construction and Major Renovations

Project Checklist

15	5	6	Sustainable Sites	Possible Points: 26
Y	?	N		
Y			Prereq 1 Construction Activity Pollution Prevention	
		1	Credit 1 Site Selection	1
5			Credit 2 Development Density and Community Connectivity	5
		1	Credit 3 Brownfield Redevelopment	1
6			Credit 4.1 Alternative Transportation—Public Transportation Access	6
1			Credit 4.2 Alternative Transportation—Bicycle Storage and Changing Rooms	1
	3		Credit 4.3 Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3
2			Credit 4.4 Alternative Transportation—Parking Capacity	2
		1	Credit 5.1 Site Development—Protect or Restore Habitat	1
		1	Credit 5.2 Site Development—Maximize Open Space	1
		1	Credit 6.1 Stormwater Design—Quantity Control	1
		1	Credit 6.2 Stormwater Design—Quality Control	1
	1		Credit 7.1 Heat Island Effect—Non-roof	1
1			Credit 7.2 Heat Island Effect—Roof	1
	1		Credit 8 Light Pollution Reduction	1

2	8	Water Efficiency	Possible Points: 10
Y			
	4	Prereq 1 Water Use Reduction—20% Reduction	
	2	Credit 1 Water Efficient Landscaping	2 to 4
	2	Credit 2 Innovative Wastewater Technologies	2
2	2	Credit 3 Water Use Reduction	2 to 4

6	19	2	Energy and Atmosphere	Possible Points: 35
Y				
Y			Prereq 1 Fundamental Commissioning of Building Energy Systems	
Y			Prereq 2 Minimum Energy Performance	
Y			Prereq 3 Fundamental Refrigerant Management	
4	7		Credit 1 Optimize Energy Performance	1 to 19
	7		Credit 2 On-Site Renewable Energy	1 to 7
		2	Credit 3 Enhanced Commissioning	2
2			Credit 4 Enhanced Refrigerant Management	2
	3		Credit 5 Measurement and Verification	3
	2		Credit 6 Green Power	2

5	7	2	Materials and Resources	Possible Points: 14
Y				
2	1		Prereq 1 Storage and Collection of Recyclables	
	1		Credit 1.1 Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 3
			Credit 1.2 Building Reuse—Maintain 50% of Interior Non-Structural Elements	1
	2		Credit 2 Construction Waste Management	1 to 2
		2	Credit 3 Materials Reuse	1 to 2

Exhibit B – Preliminary LEED Estimates

Date

Materials and Resources, Continued				
Y	?	N		
2			Credit 4 Recycled Content	1 to 2
	2		Credit 5 Regional Materials	1 to 2
	1		Credit 6 Rapidly Renewable Materials	1
1			Credit 7 Certified Wood	1

9		6		Indoor Environmental Quality		Possible Points: 15	
Y				Prereq 1	Minimum Indoor Air Quality Performance		
Y				Prereq 2	Environmental Tobacco Smoke (ETS) Control		
	1			Credit 1	Outdoor Air Delivery Monitoring		1
1				Credit 2	Increased Ventilation		1
1				Credit 3.1	Construction IAQ Management Plan—During Construction		1
1				Credit 3.2	Construction IAQ Management Plan—Before Occupancy		1
1				Credit 4.1	Low-Emitting Materials—Adhesives and Sealants		1
1				Credit 4.2	Low-Emitting Materials—Paints and Coatings		1
1				Credit 4.3	Low-Emitting Materials—Flooring Systems		1
1				Credit 4.4	Low-Emitting Materials—Composite Wood and Agrifiber Products		1
	1			Credit 5	Indoor Chemical and Pollutant Source Control		1
	1			Credit 6.1	Controllability of Systems—Lighting		1
1				Credit 6.2	Controllability of Systems—Thermal Comfort		1
1				Credit 7.1	Thermal Comfort—Design		1
	1			Credit 7.2	Thermal Comfort—Verification		1
	1			Credit 8.1	Daylight and Views—Daylight		1
	1			Credit 8.2	Daylight and Views—Views		1

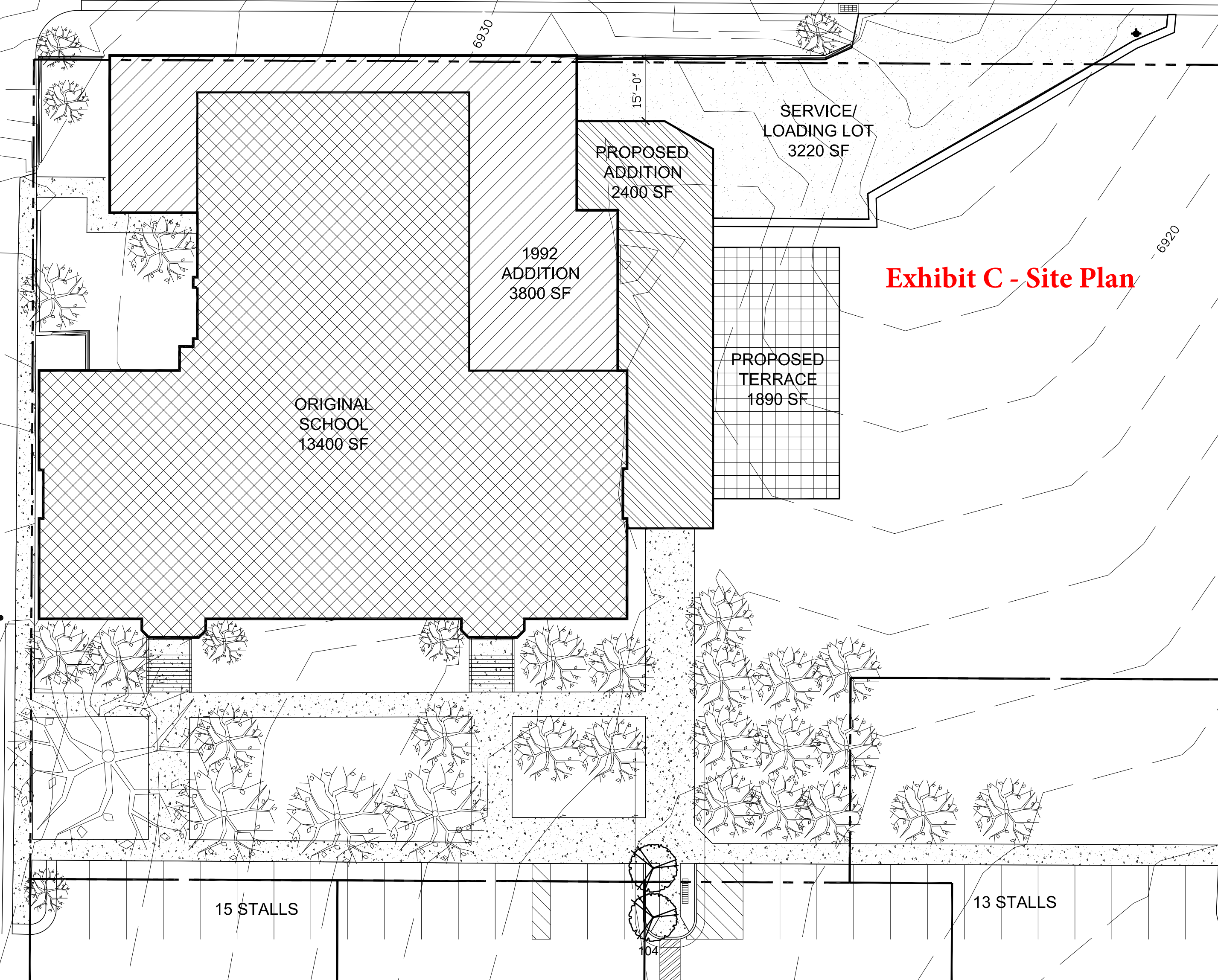
Innovation and Design Process				S: 6
1			Credit 1.1 Innovation in Design: Specific Title	1
1			Credit 1.2 Innovation in Design: Specific Title	1
	1		Credit 1.3 Innovation in Design: Specific Title	1
	1		Credit 1.4 Innovation in Design: Specific Title	1
	1		Credit 1.5 Innovation in Design: Specific Title	1
1			Credit 2 LEED Accredited Professional	1

	4	Regional Priority Credits		Possible Points: 4
1		Credit 1.1	Daylight and Views - Daylight	1
1		Credit 1.2	Optimize Energy Performance 32% / 11 Points	1
1		Credit 1.3	Renewable Energy 5% / 3 Points	1
1		Credit 1.4		1

40	52	10	Total	Possible Points: 110	
			Certified 40 to 49 points	Silver 50 to 59 points	Gold 60 to 79 points
			Platinum 80 to 110		

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

Exhibit C - Site Plan



Volumetric

250 east 100 south
Salt Lake City, UT 84111
801.532.4940

The designs shown and described herein including all technical drawings, graphic representations & models thereof, are proprietary & can not be copied, duplicated, or commercially exploited in whole or in part without the sole and express written permission from Blalock & Partners, LLC.



Exterior Elevation - North
Scale: 1/8" = 1'-0"

C5

revisions

date: 12 August 2013
project no.: 130122
MPD Pre-Application

Park City Library and Carl Winters
School Building Remodel Project

1255 Park Avenue, Park City, Utah



Exterior Elevation - East
Scale: 1/8" = 1'-0"

A5

Exterior Elevations

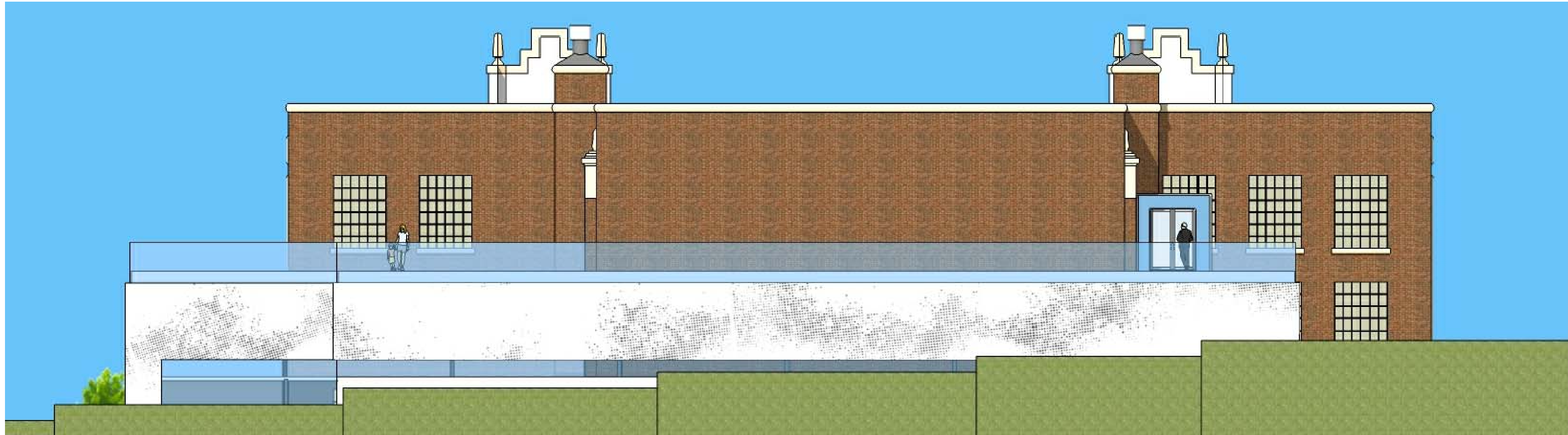
AE201

D

C

B

A



Exterior Elevation - West

Scale: 1/8" = 1'-0"

A5

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revisions

date: 12 August 2013
project no.: 130122
MPD Pre-Application

Park City Library and Carl Winters
School Building Remodel Project

1255 Park Avenue, Park City, Utah

Exterior
Elevations

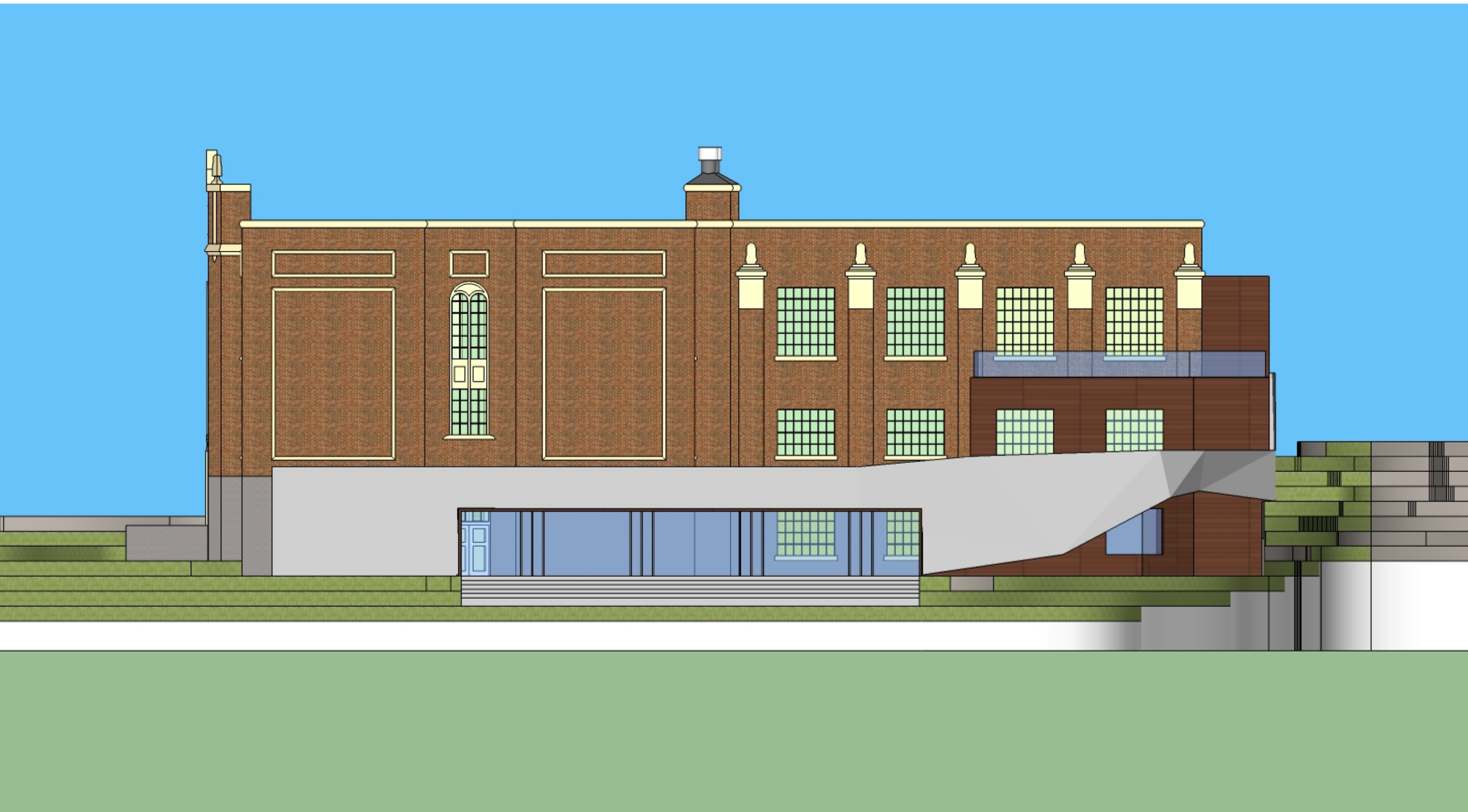
AE202

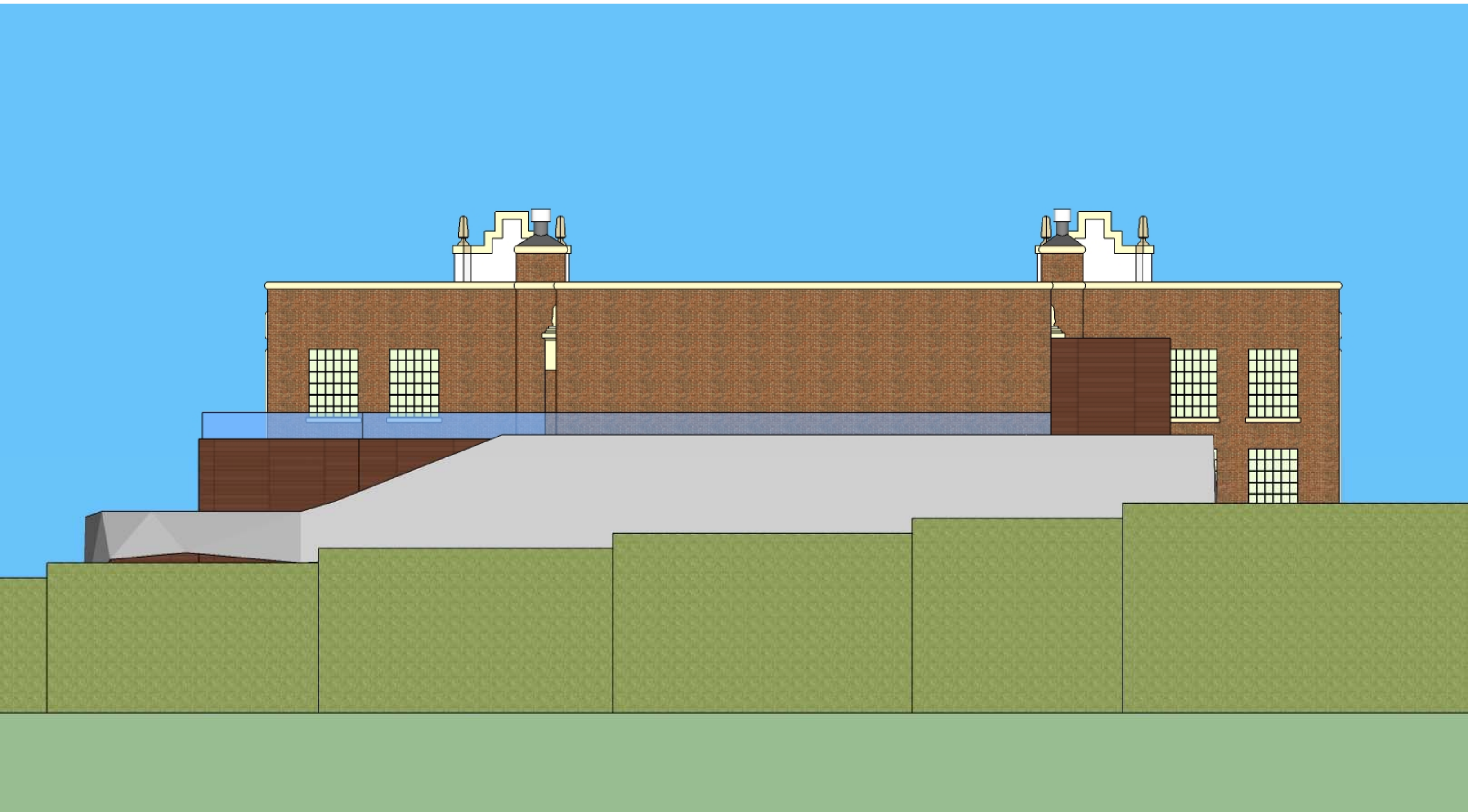
Wood Concept











HISTORIC SITE FORM - HISTORIC SITES INVENTORY

PARK CITY MUNICIPAL CORPORATION (10-08)

1 IDENTIFICATION

Name of Property: **Park City High School**

Address: 1255 PARK AVE

AKA:

City, County: Park City, Summit County, Utah

Tax Number: SA-72-X & SA-63-X

Current Owner Name: PARK CITY MUNICIPAL CORP

Parent Parcel(s):

Current Owner Address: PO BOX 1480, PARK CITY, UT 84060-1480

Legal Description (include acreage): LOTS 1 THRU 44 BLK 7 SNYDERS ADDITION TO PARK CITY CONT 1.89 AC; ALSO THAT PORTION OF VACATED WOODSIDE AVENUE BEG AT THE SE COR OF BLK 7 & RUN TH N'LY ALONG THE E LINE OF BLK 7 TO THE NE COR OF LOT 8 BLK 7 A DISTANCE OF 200 FT; TH W ACROSS THE R/W TO THE NW COR OF LOT 37 OF BLK 6; TH S'LY ALONG THE W LINE OF BLK 6 TO THE SW COR OF LOT 44 OF BLK 6 A DISTANCE OF 200 FT M/L; TH W TO THE PT OF BEG CONT 0.23 AC BAL 2.12 AC and N 1/2 OF LOT 5 AND LOT 6, 7, AND 8 BLK 6 SNYDERS ADDITION TO PARK CITY; 0.15 AC

2 STATUS/USE

Property Category

- ☒ building(s), main
- ☐ building(s), attached
- ☐ building(s), detached
- ☐ building(s), public
- ☐ building(s), accessory
- ☐ structure(s)

Evaluation*

- ☒ Landmark Site
- ☐ Significant Site
- ☐ Not Historic

Reconstruction

- Date:
- Permit #:
- ☐ Full ☐ Partial

Use

- Original Use: Educational
- Current Use: Educational

*National Register of Historic Places: ☐ ineligible ☒ eligible
☐ listed (date:)

3 DOCUMENTATION

Photos: Dates

- ☐ tax photo:
- ☒ prints:
- ☐ historic: c.

Drawings and Plans

- ☐ measured floor plans
- ☐ site sketch map
- ☐ Historic American Bldg. Survey
- ☐ original plans:
- ☐ other:

Research Sources (check all sources consulted, whether useful or not)

- ☐ abstract of title
- ☐ tax card
- ☐ original building permit
- ☐ sewer permit
- ☒ Sanborn Maps
- ☐ obituary index
- ☐ city directories/gazetteers
- ☐ census records
- ☐ biographical encyclopedias
- ☐ newspapers
- ☒ city/county histories
- ☐ personal interviews
- ☐ Utah Hist. Research Center
- ☐ USHS Preservation Files
- ☐ USHS Architects File
- ☐ LDS Family History Library
- ☐ Park City Hist. Soc/Museum
- ☐ university library(ies):
- ☐ other:

Bibliographical References (books, articles, interviews, etc.) Attach copies of all research notes and materials.

Belz, David. "Park City High School Mechanical Arts Building." National Register of Historic Places Inventory - Nomination Form. 1996.

Blaes, Dina & Beatrice Lufkin. "Final Report." Park City Historic Building Inventory. Salt Lake City: 2007.

Carter, Thomas and Goss, Peter. *Utah's Historic Architecture, 1847-1940: a Guide*. Salt Lake City, Utah: University of Utah Graduate School of Architecture and Utah State Historical Society, 1991.

Notarianni, Philip F., "Park City Main Street Historic District." National Register of Historic Places Inventory - Nomination Form. 1979.

Roberts, Allen. "Final Report." Park City Reconnaissance Level Survey. Salt Lake City: 1995.

4 ARCHITECTURAL DESCRIPTION & INTEGRITY

Building Type and/or Style: Horizontal school building

No. Stories: 3

Researcher/Organization: Preservation Solutions/Park City Municipal Corporation Date: November, 08

Additions: ☐ none ☒ minor ☐ major (describe below) Alterations: ☐ none ☒ minor ☐ major (describe below)

Number of associated outbuildings and/or structures: ☐ accessory building(s), # ____; ☐ structure(s), # ____.

General Condition of Exterior Materials:

☒ Good (Well maintained with no serious problems apparent.)

☐ Fair (Some problems are apparent. Describe the problems.):

☐ Poor (Major problems are apparent and constitute an imminent threat. Describe the problems.):

☐ Uninhabitable/Ruin

Materials (The physical elements that were combined or deposited during a particular period of time in a particular pattern or configuration. Describe the materials.):

Foundation: Concrete.

Walls: Pressed brick

Roof: Flat roof form.

Windows: Multi-pane casement.

Essential Historical Form: ☒ Retains ☐ Does Not Retain, due to:

Location: ☒ Original Location ☐ Moved (date _____) Original Location:

Design (The combination of physical elements that create the form, plan, space, structure, and style. Describe additions and/or alterations from the original design, including dates--known or estimated--when alterations were made): The three-story brick structure was design by Scott & Welch (prominent Utah architects) in 1926-27. In 1993, the structure was rehabilitated by the City for use as a library and educational center. The structure does not appear to have been altered significantly. The Architects' file at the Utah State Historical Society were not consulted for this report. The changes (rear addition) do not affect the site's original design integrity.

Setting (The physical environment--natural or manmade--of a historic site. Describe the setting and how it has changed over time.): The setting has not bee significantly altered.

Workmanship (The physical evidence of the crafts of a particular culture or people during a given period in history. Describe the distinctive elements.): The physical evidence of the period that defines this as an important educational building constructed during the Park City mining era is the pressed brick and decorative concrete coping, the use of large multi-pane fixed and awning windows, the symmetrical massing and projecting bays.

Feeling (Describe the property's historic character.): The physical elements of the site, in combination, convey a sense of the institutional/educational development in Park City in the early 1920s.

Association (Describe the link between the important historic era or person and the property.): The structure was built in 1926-27 and design by two of Utah's most prominent architects.

5 SIGNIFICANCE

Architect: ☐ Not Known ☒ Known: Scott & Welch
(source: National Register nomination for 1167 Woodside Avenue)

Date of Construction: 1926-27¹

Builder: ☐ Not Known ☐ Known: (source:)

The site must represent an important part of the history or architecture of the community. A site need only be significant under one of the three areas listed below:

¹ Belz, page 3.

1. Historic Era:

- ☐ Settlement & Mining Boom Era (1868-1893)
- ☒ Mature Mining Era (1894-1930)
- ☐ Mining Decline & Emergence of Recreation Industry (1931-1962)

Park City was the center of one of the top three metal mining districts in the state during Utah's mining boom period of the late nineteenth and early twentieth centuries, and it is one of only two major metal mining communities that have survived to the present. The development of public educational buildings in Park City reflects the rise and decline of population during the mining era as the boom hit, matured into a thriving industry, and then fell into decline.

2. Persons (Describe how the site is associated with the lives of persons who were of historic importance to the community or those who were significant in the history of the state, region, or nation):

3. Architecture (Describe how the site exemplifies noteworthy methods of construction, materials or craftsmanship used during the historic period or is the work of a master craftsman or notable architect): Designed by Carl W. Scott and George W. Welch, prominent Utah architects.

6 PHOTOS

Digital color photographs are on file with the Planning Department, Park City Municipal Corp.

Photo No. 1: Northeast oblique. Camera facing southwest, 2006.

Photo No. 2: Northeast oblique. Camera facing southwest, 1995.





Resolution No. _____

A RESOLUTION ADOPTING GREEN HIGH PERFORMANCE BUILDING REQUIREMENTS FOR ALL NEW OR RENOVATED PUBLIC BUILDINGS, OWNED AND CONTROLLED BY PARK CITY, UTAH AND ALLOCATION OF 4% MAXIMUM ADDITIONAL BUDGET TO ACHIEVE HIGHER LEVELS OF CERTIFICATION AND PROMOTE ENERGY EFFICIENCY AND SUSTAINABLE DESIGN.

WHEREAS, the City desires to promote sound environmental practices in new construction and renovation of facilities that are funded by the City; and

WHEREAS, high performance building standards promote a healthy environment, provide long-term cost benefits through the efficient use of energy, optimize building performance, and create healthier workplaces for employees and visitors; and

WHEREAS, a strategic approach to sustainable buildings and energy management can produce twice the savings for the bottom line and the environment as typical approaches; and

WHEREAS, the Environmental Protection Agency (EPA) and Department of Energy (DOE) Energy Star Program is designed to help reduce energy costs and protect the environment through efficient products, homes, industrial plants, and buildings; and

WHEREAS, the Energy Star program includes free online benchmarking and monitoring tools for simple implementation of the program; and

WHEREAS, it is accepted by the professional engineering community that an Energy Star rating of a minimum of 75 can be achieved with no net impact on the first costs of a project; and

WHEREAS, the Leadership in Energy and Environmental Design (LEED) rating system, which is a system created by the United States Green Building Council (USGBC) to provide a national standard for healthy environmental and energy efficient design; and

WHEREAS, many professionals in our region are familiar with the LEED process, which is considered to be a consensus-based national standard for developing high-performance, sustainable buildings; and

WHEREAS, the foregoing alternative standards provide for various certifications designated as "Certified," "Silver," "Gold," or "Platinum," based on the number of specified environmental practices incorporated into a project, with "Certified" being the lowest level of certification; and

WHEREAS, there is consensus in the professional community that LEED Certification can be achieved with no net effect on initial budgets; and

WHEREAS, Park City understands that additional energy efficiencies, further reductions in environmental impact, and increased benefits to health and safety of employees and visitors can be achieved by achieving higher levels of Energy Star rating and LEED certification; and

WHEREAS, the purpose of this Policy is to adhere to high performance building practices, and provide additional funding to ensure Park City facilities are the most energy efficient, cost effective, environmentally responsible, and safe and healthy buildings in the State of Utah; and

WHEREAS, the City has determined to require the use of Energy Star and LEED standards on all new construction and major renovations in order to obtain the benefits promoted by those standards.

NOW THEREFORE, be it resolved by the City Council of Park City as follows:

SECTION 1. REQUIRE FACILITIES BE DESIGNED TO MEET ENERGY STAR.

It is the intent of the City Council of Park City that all new buildings and major renovations be designed to meet Energy Star certification to a score of 75 or higher. The City Council understands that Energy Star certification cannot be awarded until an entire year of building operations have past. After one year, energy use will be reviewed, buildings will be benchmarked using the Energy Star inventory, and Energy Star certification will be achieved. Energy Star knowledge and implementation experience shall be required, but not individually controlling, selection criteria for service providers and contractors for all Park City building projects.

SECTION 2. REQUIRE FACILITIES BE DESIGNED TO LEED “CERTIFIED” LEVEL OR COMPARABLE INDUSTRY STANDARD.

It is the intent of this Policy that, in order to obtain the benefit of reduced operating and maintenance costs and other building efficiencies, as well as cost-saving healthy environmental practices, all new construction and major renovation projects meet the LEED Certified level or comparable industry standard such as . This policy does not require the City go through the process of receiving LEED certification from the United States Green Building Council, instead, certification can be reviewed on a case by case basis.

SECTION 3. APPLY THIS RESOLUTION TO THE FOLLOWING PROJECTS.

Park City will apply this policy to the following construction projects when the project’s design contract is first solicited after the date of this Resolution, except as exempted or waived under this Resolution: All new construction to construct buildings owned and controlled by the City that are larger than 3,000 square feet, all affordable housing projects developed by the City, and all major renovations of buildings owned and controlled by the City that are larger than 3,000 square feet when the building has a remaining useful life in excess of fifteen years. The term “major renovation” means a construction project affecting more than 25% of the building’s square footage.

SECTION 4. EXEMPT PROJECTS FROM THIS POLICY WITH CITY COUNCIL APPROVAL.

Park City will not apply this resolution to the following, and City departments are required to document the reason for the exemption:

- Any improvement that is not a building.
- Buildings that will not be occupied, or that serve specialized functions (including pump stations, garages, storage buildings, equipment areas, etc.)
- Projects where the useful life of an improvement or other factors do not justify whatever additional expense would be incurred to increase a building's long-term efficiency.
- Projects where the application of LEED factors will increase construction costs beyond the City's funding capacity for the project.
- Projects where the use of LEED factors will create an impediment to construction due to conflicts of laws, building code requirements, federal or state grant funding requirements, or other similar requirements.
- Projects where LEED factors are not attainable due to the nature of the facilities or the schedule for construction.

In addition to the exemptions stated above, particular LEED factors shall not prevail over any prohibition in the City Code. The documentation for any of the above exemptions shall be maintained in the project file of the Department with a copy to the City Council.

SECTION 5. ADDITIONAL FUNDING FOR PROJECTS TO ACHIEVE INNOVATIVE ENERGY AND ENVIRONMENTAL PERFORMANCE.

At completion of the schematic design process, a professional cost estimate will be done and a list of green elements, with differential pricing, will be provided to the City Council. The City Council will approve green design elements and allocate any additional funding, not to exceed 4% of total building costs, including approved change orders, to be utilized to design and construct a high performance building above levels previously described in this resolution. If the City Council is unable to allocate the full 4% of the total building costs the remaining amount may at the Council's discretion be placed into a CIP budget for energy and environmental improvements to other City facilities.

SECTION 6. EFFECTIVE DATE. This resolution shall become effective upon adoption.

Passed and adopted this _____.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

**PARK CITY COUNCIL WORK SESSION MINUTES
SUMMIT COUNTY, UTAH,
AUGUST 1, 2013**

DRAFT

PRESENT: Mayor Dana Williams; Council members Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, Liza Simpson.

City Manager Diane Foster; City Attorney Mark Harrington; Transit and Transportation Manager Kent Cashel; Environmental Regulatory Affairs Manager Joan Card; Environmental Regulatory Programs Manager Jim Blankenau; City Engineer Matt Cassel

1. Council Questions and Comments and Manager's Report. Cindy Matsumoto relayed discussion at the Historical Society Board Meeting about water towers above Silver King rock which had been repaired in the early 1990's. She indicated they are in disrepair and the Historic Society will be investing in repairs. She mentioned towers behind Silver King Mine and encouraged creating a plan to save them as they are crucial to the City's mining history.

Ms. Matsumoto asked whether there was a plan to assist residents on Little Bessie after the recent property flooding. City Engineer Matt Cassel explained the area ranked as a high priority category in the Capital Improvements Plan and staff will return to City Council for a funding discussion. He explained the water ran from the public right-of-way into the down-sloping driveways. In response to questions about liability, City Attorney Mark Harrington explained the City was only liable if it was negligent in some manner. The City was not liable per se and all claims would be assessed on a case by case basis. Council members encouraged Staff to find a solution sooner rather than later. Mr. Cassel noted the Storm Water Master Plan identified problem areas and as part of the process they would be proposing ordinances to address design and construction.

Liza Simpson attended the Joint Transportation Advisory Board (JTAB) meeting where it was reported that Park City/Salt Lake City numbers for winter were good and had improved from the prior year. They were interested in the best way to provide updates to Council on their short and long range plans and will be doing that in an annual work session. She stated the Joint County Council/City Council meeting was well prepared and well-presented and thanked staff.

Andy Beerman concurred about the joint meeting and thanked staff for their time. He relayed some of the Park Record's Best People's Choice Awards which were presented to City Staff and Council Members for their various ventures.

Alex Butwinski noted that Planning Commission discussed ridgelines and open space, which were recurring issues that the Planning Staff and Planning Commission were going to re-visit.

Mayor Dana Williams introduced and welcomed Assistant Manager Matthew Dias who was visiting for the week. He also attended the Park Record's awards event, as well as hosted dinner for the Courchevel student exchange group. He relayed the formal request from the Courchevel Mayor for the City to consider expanding its funding and involvement in the program.

2. Discussion of “Wasatch Summit Interlocal Agreement” with Cities from the Wasatch Front. Joan Card, Environmental Regulatory Affairs Manager, and Kent Cashel, Transit and Transportation Manager, explained this item would be discussed in Work Session and was scheduled for action during the regular meeting.

Ms. Card explained Park City joined a larger group in November, 2012, to convene an effort which has become known as the Wasatch Summit, www.wasatchsummit.org. This group included Lt. Governor Greg Bell, officials from Park City, Utah Transit Authority, Salt Lake City and a number of other entities who were interested in expanding efforts to address transportation issues in Big and Little Cottonwood Canyons and to expand their discussions to include the Wasatch Back and Wasatch Front. Previous work had included the Wasatch Canyons Tomorrow effort and the Mountain Transportation Study. One of the principal recommendations coming from the Mountain Transportation Study was the commencement of an Environmental Impact Statement process and the development of “purpose and need” under the federal National Environmental Policy Act (NEPA) to ensure the consideration of the importance of the environment, the watershed, and protection of the resources that the canyons and the Wasatch Mountains provide.

Ms. Card stated the State appropriated \$2.6 million to Phase 1 of the effort, which staff anticipates will cost \$4.5 million. The goal of Phase 1 is to scope the issue to get the Wasatch Front and Wasatch Back engaged as a community and to define and explore the issues. Phase II will focus on developing an environmental impact statement.

Ms. Card emphasized this is intended to be a comprehensive regional long term review of various transportation solutions that recognizes and incorporates interdependent transportation, land use, recreation, wilderness, watershed, economic issues and opportunities. She explained the entities who are participating have been asked to contribute funding. The group has established an executive committee and a steering committee and has authorized the hiring of a program facilitator and a NEPA consultant who would do the necessary work to begin the environmental impact statements in Phase I. The Interlocal Program and Funding agreement commits the City to providing funding for Phase 1 in the amount of \$50,000 per year for fiscal years 2014 and 2015 (total of \$100,000).

Ms. Card pointed out an error on the map in the staff report. There is no connection between Big and Little Cottonwood Canyons; however, it did provide a good illustration of the scope of geography, jurisdictions, and private and public lands.

Regarding the contributions by each group, Ms. Card explained that Salt Lake County set a standard by allocating \$100,000 and it became the standard. Kent Cashel felt it was an appropriate amount and added that the funding will come from Transit.

3. Proposed Soil Ordinance Revisions. Joan Card, Environmental Regulatory Affairs Manager, and Jim Blankenau, Environmental Regulatory Programs Manager, presented the draft Soil Ordinance which is intended to implement a number of recommendations of the Soil Commission to Council for review and input. She noted Staff must obtain EPA and UDEQ concurrence on the proposed revisions upon direction from Council and Agency comments and feedback will be brought to Council prior to any decision to move forward with revisions to the Soil Ordinance.

Ms. Card highlighted some of the proposed changes:

- Rename to the Mine Impacted Soil Cover and Excavation Program. This change was recommended to make the intent of the ordinance more understandable, especially for disclosures in real estate transactions.
- Include a revised boundary, eliminating parcels in Operative Unit 3 (OU3) and expanding to certain areas of Old Town where existing data show elevated levels of lead.
- Allow use of an X-Ray Fluorescence field measuring device for compliance. This is based on experience, not so much a recommendation of the Soil Commission.
- Allow a combination of 6" soil and bark. The current ordinance only allows 6" of either material. Staff recommends a combination with a weed barrier. Ms. Card noted the covers are compacting or eroding in Prospector. Jim Blankenau confirmed for Mayor Williams that rock cover is still allowed. Soil, rock and gravel remain in the ordinance and cement is still an appropriate cover.
- Allow use of bagged planting soil without the need for testing.
- Add a permit requirement for landscaping or excavation work that doesn't already require a building permit. Ms. Card noted the goal of this requirement was to ensure the City knows there is a project impacting the cover so guidelines can be given to the homeowner and the contractor. Councilmember Simpson relayed the focus of the Soils Commission in recommending another level of permitting was to provide the opportunity for education.

Councilmember Matsumoto relayed concerns from a resident who had done two landscaping projects which involved bringing in a lot of soil. When the soil was tested for the sale of the property, it tested really high and the landscaper informed them the soils were not tested. She asked what the ordinance does to prevent bad soils from being put down. Jim Blankenau noted it was important to know the source of the soil and also talked about compaction of the soils over time. Ms. Card explained it was the lot owner's responsibility and the proposed changes will allow the City to provide educational materials and to encourage them to add it to contracts with landscapers.

Mayor Dana Williams felt haulers should be required to test soils to be delivered within the Park City limits. They can test larger quantities, rather than every single homeowner with a small project paying to have testing done. He believed it was the responsibility of contractors working in Park City to understand the rules. Regardless of education efforts, he felt there would be hundreds of homeowners that were not completely aware of the regulations. In reality, the soils are laid down and the work is completed prior to testing. He believed the onus should be on the haulers, not on the homeowners.

Ms. Card commented there would always be a responsibility for the homeowner to maintain a 6" cap. The cap was defined as 200 ppm or 1,000 ppm, depending on the time of purchase. She did not believe EPA would allow the City to take that responsibility away from the landowner. Staff was not proposing a new program that would require testing of all soils brought in; they propose to continue testing the cap.

Mayor Williams noted the houses in Prospector Park came into compliance at different times and at differing parts per million. He suggested the City should know who is out of compliance before passing this ordinance. Ms. Card clarified that the proposed revisions do not affect that status quo. In response to Mayor Williams' question about levels in Prospector when it was archived by EPA, Jim Blankenau reported vacant lots were 1,000ppm and residential lots were

200ppm. Ms. Card stressed that ordinances and standard change and nothing in this staff report suggested they can't address these issues in some other context. This discussion is about getting direction from Council to begin talking with EPA and UDEQ about these revisions to the Soils Ordinance based on the Soil Commission recommendation.

Cindy Matsumoto clarified that even though a Certificate of Compliance is issued, soils conditions might become out of compliance due to compaction or erosion and owners need to know they might need to do additional work in the future to maintain compliance. She assumed properties came into compliance as ownership changed. Ms. Card emphasized that property transactions are our best friend in terms of maintaining the cap.

Mayor Williams was very worried about people who had spent a lot of money in the last decade to come into compliance and wondered how much people were going to be affected. Jim Blankenau stressed that they might be considered non-conforming, but Certificates of Compliance were not revoked.

Councilmember Simpson explained the Soils Commission felt education was the best protection for property owners. If they understand the requirements, they can require that landscapers test soil as part of their contract.

City Attorney Mark Harrington clarified the duality in the ordinance to install and, more importantly, to maintain the cap. Maintenance is as important a requirement as the initial threshold of compliance. The more we communicate that at the outset, the more we can help people understand the importance of active maintenance because soil levels do change. We are all subject to regulatory changes in federal mandates as well as local laws and the education component may help people understand that they are never finished with active maintenance.

Mayor Williams reiterated his concerns over the point at which soils are tested and believed that the burden should be placed on haulers rather than the homeowners. Mark Harrington expressed concern about extending the City's protection into private transactions.

City Manager Diane Foster suggested that Staff meet with the Mayor and Liza Simpson, liaison to the Soils Commission, to discuss these issues and determine whether there are substantive problems with the proposed revisions. The Mayor's concerns are less related to the Soil Commissions' recommendations and she suggested Council could direct Staff to begin discussions with EPA and UDEQ regarding the new amendments to the Soil Ordinance.

Council members directed Staff to begin discussions with EPA and UDEQ. The Mayor and Councilmember Simpson will meet with Staff for additional discussions.

**PARK CITY COUNCIL MEETING MINUTES
SUMMIT COUNTY, UTAH
AUGUST 1, 2013**

DRAFT

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, August 1, 2013. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, City Manager; Sayre Brennan, Public Improvements Inspector; Kent Cashel, Transit and Transportation Manager; Scott Colley, Transit Shift Manager; Anya Grahn, Historic Planner; Joan Card, Environmental Regulatory Programs Manager

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

There was none.

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

There was none.

IV CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon)*

1. Consideration of a Utility Easement, in a form approved by the City Attorney, to All West Communications for the purpose of constructing and accessing a fiber optic line across Park City Parcel PCRC-2-AM-X.

Liza Simpson, "I move we approve the Consent Agenda". Alex Butwinski seconded. Motion unanimously carried.

V RESIGNATIONS AND APPOINTMENTS

1. Consideration of the appointments of Holly Erickson, Linda McCausland and Greta Church to the Public Advisory Art Board for terms expiring June 2016.

Dick Peek, "I move we appoint Holly Erickson, Linda McCausland and Greta Church to terms on the Public Advisory Board expiring June 2016". Liza Simpson seconded. Motion unanimously carried.

VI NEW BUSINESS

1. Consideration of a Resolution adopting the amended ADA Para-transit Policies and Procedures - Kent Cashel, introduced Scott Colley, Transit Shift Supervisor, has been with city for 11 years, and he worked on this for the past year.

Mr. Cashel stated it had been over 10 years since the Para-transit Plan had been updated. The Utah Department of Transportation pointed out some items that needed to be updated to reflect changes in the law; in addition, the policy did not reflect some current practices and those have been added.

Mayor Williams relayed input from people requesting door to door service as opposed to curb to curb service and providing the clarification was important. He commented about requests for transportation to the Veterans Administration facility in Salt Lake. City Attorney Mark Harrington noted there was a new resource in town to provide assistance to veterans.

Councilmember Matsumoto request clarification of “curb to curb” because she had heard comments that transit would not come into the internal roadways of condominium projects. Kent Cashel explained it was situational because there were multiple driveways onto private property the busses could not navigate. He noted drivers are instructed to contact dispatch for direction on how to handle those situations.

Councilmember Dick Peek commented Section 14 Oxygen Tanks and Portable Breathing Aids. Oxygen increases the risk of fire, but it is not a flammable gas. It increases the risk of fire and certainly safety precautions must be taken. Mr. Colley explained the CDL manual classifies oxygen as a flammable gas.

Councilmember Matsumoto asked if there were a different policy for senior. Scott Colley explained they were nearly identical and the City’s policy for senior transportation did not need to be updated at this point. Kent Cashel explained Federal Law requires that we maintain adequate capacity to help any ADA eligible individual any time they call. When the serves were blended, seniors could inhibit our capacity to do that. Service is the same, but they are subordinated to the service just below the ADA passenger.

Mayor Williams opened the public hearing. Receiving none, he closed the hearing.

Liza Simpson, “I move we approve a Resolution adopting the amended ADA Para-transit Policies and Procedures”. Dick Peek seconded. Motion unanimously carried.

2. Consideration of approval for a Plat Amendment for 305 Park Avenue, Park City, Utah – Historic Planner Anya Grahm explained the property owners were requesting to remove an interior lot line. The current historic structure straddles the interior lot line. Applicants are interested in adding a garage and possibly expanding a deck, but in order to make any changes they must amend the plat to remove the interior lot line. Planning Commission requested an additional Condition of Approval No. 6 “the applicant shall resolve the wood fence and retaining wall which encroaches onto 309 Park Avenue to the north by obtaining encroachment agreement from that neighboring property owner or by removal of the wood fence retaining wall. The applicant will also resolve the rock retaining wall which encroaches onto the city right-of-way along Third Street by obtaining an encroachment agreement with the City or by removing the rock retaining wall. Both of these encroachments will be resolved prior to plat recordation.

Ms. Grahm stated Staff recommends that City Council approve the plat amendment subject to Findings of Fact, Conclusions of Law, and Conditions of Approval, adding Condition 6 as stated.

Councilmember Beerman disclosed the applicant is his neighbor.

Councilmember Matsumoto commented that a Planning Commission was concerned that the house had encroachments, but there was not a picture available. She obtained photos from the museum from 1915 and 1935 and presented pictures to Planner Grahn.

The Mayor opened the public hearing. Receiving none, he closed the hearing.

Dick Peek, "I move we approve an Ordinance approving a Plat Amendment for 305 Park Avenue, Park City, Utah with the addition of Condition of Approval 6 as outlined by Staff". Cindy Matsumoto seconded. Motion unanimously carried.

3. Consideration of approval of "Wasatch Summit Interlocal Agreement" with Cities from the Wasatch Front – Environmental Regulatory Programs Manager Joan Card noted that Council had discussed this item during work Session. She stated Staff recommended that Council authorize the Mayor to sign the Interlocal Program and Funding Agreement for the Wasatch Summit with UTA, UDOT, Salt Lake City, Sandy City, Cottonwood Heights, Town of Alta, Salt Lake County, Summit County, Wasatch County and Metropolitan Water District of Salt Lake and Sandy. This will commit the City to provide funding for Phase 1 of the Wasatch Summit in the amount of \$50,000 per year for fiscal years 2014 and 2015 for a total of \$100,000.

The Mayor opened the public hearing. Receiving none, he closed the hearing.

Andy Beerman, "I move we approve the "Wasatch Summit Interlocal Agreement with Cities from the Wasatch Front". Alex Butwinski seconded. Motion unanimously carried.

Council member Alex Butwinski announced that Council members were meeting at Butchers following the Council meeting and no business would be discussed.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:45 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Andy Beerman, Cindy Matsumoto, Dick Peek, Liza Simpson. Staff present were Diane Foster, City Manager; and Mark Harrington, City Attorney; Heinrich Deters; Trails and Open Space Coordinator; Matt Dias, Assistant City Manager; Anya Graham, Historic Planner; Kayla Sintz, Long Range Planning Manager; Jonathan Weidenhamer, Economic Development Manager; Nate Rockwood, Capital Budget and Grants Manager; Tom Daley, Deputy City Attorney; Tyler Poulson, Environmental Projects Manager. Dick Peek "I move to close the meeting to discuss Property and Litigation". Alex Butwinski seconded. Motion carried unanimously. The meeting opened at approximately 4:50 p.m. Liza Simpson "I move to open the meeting". Alex Butwinski seconded. Motion carried unanimously.

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

Prepared by Sharon Bauman



**PARK CITY COUNCIL WORK SESSION MINUTES
SUMMIT COUNTY, UTAH,
AUGUST 8, 2013**

PENDING

Present: Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson

Diane Foster, City Manager; Mark Harrington, City Attorney; Tyler Poulson, Environmental Sustainability Manager; Matt Abbott, Environmental Project Manager

Work Session

1. Council questions and comments: Councilman Beerman commented on his visit to the Utah Olympic Park to watch the *High Water Bouldering Contest* event, he thought it was one of the most exciting sport events he's even seen. He believes they'll be back next year. The Outdoor Retailers Show was in town so they had some of the best climbers in the world competing in the event. The climbers were climbing a fifty foot wall over the pool without ropes and falling in; it was another great event for Park City along with the Volleyball Tournament, the Tour of Utah, the Soccer Tournament and the Arts Festival all going on over the same week. Lots to do this weekend; Arts Festival was really well handled this year. He did hear from a number of citizens that the park and rides were so successful the lines were becoming a bit long, so the City might consider adding a few buses to the event next year. He also participated in the Park City Foundation breakfast this week, 32 non-profit organizations received grants; the grants totaled over \$105,000.

Mr. Beerman also participated in the Wasatch Summit meetings twice this week; they are hiring a program facilitator whose responsibility will be running the program; Wasatch Summit will also hire an environmental organization to launch the *need for process* and begin the environmental assessment.

Additionally he participated in the Joint City, County BBQ.

He wanted to express his concern for a number of historic buildings on the ski resorts that are coming apart. One in particular has lost a big section out of it this last year, The California Comstock. He has spoken with Sandra Morrison, Director of the Historic Museum, they have concerns about these, and they do have grants and would like to repair the damage. There are some jurisdictional issues in terms of whether they are in the City, County, on Talisker property, or on lease land. He wanted to know if staff would like to take a look at this issue; see if there is a way to shore these structures up before they are gone forever.

Ms. Matsumoto stated she would be willing to have staff come back with an assessment of mining structures; the water towers were discussed last week. These buildings are the City's cultural heritage and could play a major part in our cultural tourism. The buildings need to be saved; she has spoken to staff regarding federal grants for restoration (National Trust for the Preservation of Historical Places) She asked Council if they would be interested in this; all said yes. Staff may be able to assist in looking into the matter. Diane Foster, City Manager suggested scheduling a Work Session with Council on what can be done, cost, timetable, can it be done in house, out of house; most importantly set expectations, what is expected is what should be done. Ms. Simpson also interjected that depending on whose land the buildings sit on will determine if the City can do anything at all.

Ms. Matsumoto suggested the City should also have something in place that can help facilitate this process when it comes to historic homes that are in disrepair. Councilman Peek brought to Council's attention the *ore loading bins* in Deer Valley, the main structural elements could fall away with another ten years of snow loads and then they will be down.

Councilman Butwinski participated in a Leadership Social at High West this week it was a fun time. He also participated in the City Council, Summit County Council, Wasatch County Council and Heber City Council BBQ. The BBQ was a large gathering and hosted by Wasatch County. Planning Staff from those municipalities were also in attendance. It was a great beginning for future regional collaboration. As a general editorial comment, Mr. Butwinski felt they are doing much better in planning and most of the items being worked on have been successful and interesting.

Councilwoman Matsumoto also felt the Council BBQ was a good evening. She commented on the new tennis courts in City Park; she rode by on her bike recently and saw that they were all being used. When speaking to the players she asked them what they thought of the new courts, they really liked them, the response very positive.

Ms. Matsumoto also wanted to remind everyone that the Recycle Center will take your green waste until the end of the month and they will see it gets to the land fill to be composted.

Councilman Peek commented on the City, County Joint Work Session BBQ; it was very interesting to have seen some of the regional maps on growth, it was stunning. The presentation of the upgrade plans for the Heber Municipal Airport were pretty interesting. Mr. Peek also participated in the HPB (Historic Preservation Board) meeting the previous night; they granted façade improvements to 1101 Park Avenue. He watched a presentation on the design review process; it was interesting to chat with the members and to chat with Ron who had been on the Historic District Commission and a member of the Historic Society.

Councilwoman Simpson attended the Lodging Association meeting and listened to an update on the ski areas preparation for next season; she mentioned that they had hired a new administrative assistant which was a good move. She also attended the Fire Board meeting and wanted to congratulate Zane Thompson who received the Firefighter of the Year Award from the Elks Club, they will be honoring him at Rotary Park later this month. After the Fire Board meeting she found she had a flat tire was not able to attend the City, County BBQ in Heber. The Summit County Health Board have two vacancies and have applicants from the Park City area, hopefully they will have a full board soon. They also have a new nurse practitioner. Ms. Simpson commented on the ozone monitors that they are up and running although not yet connected to the website. She relayed the update on the immunization policy. The County is planning on starting a conversation with all of the major employers, not just the school district on whether they have an immunization policy. She mentioned that she would not want to be the one in the position of telling a forty year old who hasn't been immunized for mumps that they have to have it done; those conversations will take place in the future.

Mayor Williams attended the Wasatch County, Summit County, Heber City BBQ it was a very good evening. He shared that in terms of the approved, not yet built number of units between Summit and Wasatch Counties was staggering. He also addressed the US Council of Mayors last week. There were approximately eighty Mayors attending, he was one of their speakers and spoke about thirty minutes; just for the record he will not relay what he told them.

He also said his farewells to the Courchevel visitors and sent them off with a gift from the Park City Ski Patrol and some books for their Mayor.

He also spoke at the North American Consumer Protection Investigators conference this week; very interesting group. Kudos to the Kimball Arts Festival it was a great festival this year – there was a redesign that left some gaps for people to circulate, it didn't seem to be as hectic and the numbers were up.

The Mayor met with a group from four other Police Departments and local citizens to discuss the 911 Memorial being created. Eleven pieces of concrete has been cut from the walls of the foundation of the towers; states are applying for these, Utah had applied and will receive the first one. A memorial park will be built at Fort Douglas to display the pieces. The group that has put this together are primarily local contractors. A group is bringing this piece from back east, across county with twenty stops in different cities. It will be in Park City September 20th they are in the process of working out the logistics. When it leaves Park City it travels to Provo for the BYU vs University of Utah football game then on to Fort Douglas for the official dedication on the 23rd. Ken Garth has donated the truck to bring it across the country. The City will have it on display on Main Street. Ms. Simpson mentioned that they are still fundraising to help defray the cost of the project; many companies have committed although there are still cost to cover. Mayor Williams stated that they are trying to raise about \$180,000. He went on to mention that a small stone will be displayed at the Park City Museum for a period of time. There will be more details to come.

Municipal Carbon Footprint – Tyler Poulson Environmental and Sustainability Manager and Matt Abbott Environmental Project Manager approached the presentation table to present their report beginning with a PowerPoint presentation. Mr. Poulson began by thanking Council and the Mayor for the opportunity to track the City's carbon footprint and set a goal to complete the important work that has been done over the last few years. Park City was the first community in Utah to track both its municipal and community level carbon foot and first community to develop action plans around both of them and lead the way on that front. There are a host of communities in Utah and well over a hundred communities nationwide having done this same thing.

Mr. Poulson then began his report by bringing attention to a graph on the PowerPoint presentation. This particular graph is very complex although he stated that he had a profound point he wanted to make made by using this graph. The graph was created by Professor Dan Tragg from the Geology Department at Harvard and also a member of President Obama's Council of Advisors for Science and Technology.

Mr. Poulson then explained the first graph: a reflection of global carbon emissions on a year by year basis beginning in 2000 and going forward. The graphs show best case scenarios (so best case that it probably won't come to fruition) and worst case scenarios (digging up and combusting all fossil fuels on the planet) the graph extends out a few hundred years - by 2400 we've exhausted all of the fossil fuels regardless of what emissions strategy we've taken.

Mr. Poulson then moved on to the next graphic: showing a one thousand year time scale on horizontal axis. Mr. Poulson then brought attention to the third graphic on the screen which he described as a reflection of parts per million of CO₂ in the atmosphere depending on the emissions scenario that actually occurs. He explained the worst case scenario and the trending upward toward 2000 parts per million of CO₂, in reference to that graph we are about 280 parts per million in the pre-industrial era. The best case scenario, we are leveling off somewhere about 450-500 parts per million range and decreasing from there.

He then drew attention to the next graphic: a reflection of Global Temperature Change and the lag in the system and how long that would be imbedded in the climate system. The point being made in terms of time scale in referencing carbon emissions and climate – what we hear is *of values perspective and emotional perspective* “we’re doing it for the kids and for the grandkids” and how important and relevant that is. Although from a geologic perspective and earth systems perspective we’re not looking one generation out or two generations out we’re literally looking

hundreds to thousands of generations out depending on which emissions scenarios we choose. He then explained that there is a graphic that shows one hundred thousand years, that is the length of time it takes for the atmospheric concentrations to return to pre-industrial levels, over three thousand generations. Mr. Poulson felt it was relevant to have covered this for Council and to tie it into the presentation. He feels that we are just initiating the battle in a much longer war in the grand scheme of things; the decisions we make today have a very long life as it relates to the atmosphere.

Matt Abbott, Environmental Project Manager then began explaining how staff scoped both current and previous City carbon foot prints. They first looked at all utilities: electricity and natural gas consumed by what the City operates: the building stock, entire water department, all of the fuel that is burned at police, transit and fleet departments and an estimate of waste and an estimate of employee commute. He went on to explain how this affects us: 1. 56% is electricity use, the City's most controllable category, 2. Fuel: 22% 3. Natural Gas: 13% 4. Employee Commute: 7% 5. Waste: 2%. The facilities the City owns although does not operate: Recycle Utah, water that comes in from outside sources, they did not scope lifecycle emissions, construction activities, employee air travel and mileage reimbursements. Many of the items mentioned above can be normalized.

The big picture, the cost: in 2012 the City emitted about 18,715 tons of CO₂ at a cost of \$136 per ton of carbon with a total of \$2.5 million in carbon expenditures; electricity was #1 with 33% increase in 2011, 40% increase in 2007; Natural gas #2 with 33% increase from last year, 56% increase in 2007. The good news is that the use of propane has saved the City approximately \$100,000 annually.

Mr. Poulson then reviewed the 2007 Environmental Strategic Plan process to reduce municipal CO₂ emissions; from that point staff created the initial carbon footprint that was presented to Council in 2008. In 2009 staff came back to Council with options around setting goals - embedded in those options was the acknowledgment of business as usual (BAU) based on planned projects as well as other operational things the carbon footprint would grow in the future regardless what the City did as a mitigation stand point at that time. Ultimately in December 2009 Council set a goal of being 12% below the business as usual trend that staff had forecasted. Mr. Poulson then referred to a graph showing the actual year after year tonnage of CO₂ emissions since 2007; he explained that from a trajectory stand point it went up a bit then began trending downward showing that the efficiency measures that had been taking place had a measurable and quantifiable impact on the carbon footprint. When staff presented the 2011 footprint report last fall to Council the footprint looked good. Some context included in that report was that major facilities were coming on line in 2012. The PC MARC, the Quinn's Water Treatment Plant and the Transit Campus expansion with additional services. He then showed a graphic which depicted the goals and service levels; a reflection of City service levels and the goals that Council had around the services. Some of the impacts the City has on a municipal level can have a net carbon benefit even though they reflect negatively on the graph as a growth on a community level enhancing the transit services he argued offer potential net carbon reductions on a community level.

There were three unanticipated contributors: PC MARC Construction; Quinn's Water Treatment Plant; Transit Campus Expansion.

PC MARC Construction: When they set the *business as usual trend* they did not anticipate the MARC or the energy implications of that building. What resulted was 767 tons of additional CO₂ above and beyond what the previous Racquet Club Campus was creating on a year after year basis. They looked at that and sent a manager's report to Council earlier this year on the MARC. Staff looked at the 2013 actuals coming out on the facility from operations, how controls were working, HVAC systems, this year it is trending much better. Five of the first six months they are having lower natural gas usage as well as lower electricity uses. They are 14% + lower

this year in terms of natural gas consumption relative to 2012; they are making an improvement in that facility and those results will show up in next year's footprint.

Quinn's Water Treatment Plant: Mr. Poulson stated that this result was anticipated when they created the *business as usual* trajectory line. It was much too early, they didn't have the formal engineering completed, did not know what to expect from the electricity consumption stand point; they went back to see how many kilowatt hours they anticipated the facility to use relative to what was actually used in 2012 the difference was about 663 tons of CO₂. From their stand point there was a bit of an oversight by staff although at the same time they had not gone thru the full engineering process, did not know what the facility would look like and they based the energy consumption totals on Spiro and its operations and the amount of water it was treating and hoped it would translate 1:1 which they knew would not be the case.

Transit Campus Expansion: Mr. Poulson explained this was another unforeseen event that raised the carbon footprint although he argued it was a positive impact on the community level carbon footprint.

He went on to state that if they took the three unanticipated contributors, totaled up the total tons of CO₂ and looked at it on the graph what would be seen is that the City exceeded the goal in terms of carbon footprint for 2012.

He went on to explain that Park City is a bit unique in how they approached this project. Staff surveyed municipal carbon footprint goals across the county. What is typically seen is the 2020 goal, 2030 goal 2050 goal; municipalities were looking very far out in the future stating their goal. Park City decided to set a near term goal that would pressure the City to make positive changes now. Part of the risk inherent in that is if there are unforeseen service level expansions, new facilities can have a major impact when you're looking at a three year timeframe window on your graphic.

Mayor Williams stated that up until the end of 2011 the line (referring to the graph) was a lot closer to what the Kyoto Agreement was. Mr. Poulson stated that they were trending in the net reductions of CO₂ emissions which Kyoto does drive that net reduction. He felt Park City is looking good; it's balancing priorities and balancing service levels. He went on to define what we pay for carbon and fossil fuel emissions: about \$140 per ton if it's averaged over the last few years, the discrepancy between the City's *business as usual* trajectory and where they actually landed equates to about \$347,000 in net savings; this is a one year total. This is different than what is stated in the staff report. Mr. Poulson stated he would explain the nuances of that, there are major financial figures tied to the CO₂ graphic trends. Mr. Abbott referred back to a graphic showing the volatility of the electricity, natural gas and transit fuels. The graphic indicates the price per kilowatt keeps going up and Rocky Mountain's promise to continue to raise our rates about 8% a year. They are not as volatile as our fuel as can be seen each year there are many highs and lows; over all our fuel use has increased 18% and total cost increased by 50% - that is something the City might be able to count on. Natural gas is another good example, they are a bit more volatile month by month but overall prices are projected to go down although not a forever strategy. Mr. Abbott then mentioned that there were some big wins. There are imbedded savings, \$260,000 annually and half a million in grants the City has received.

Another good example: Ice Arena is doing a fantastic job, they have reduced their carbon footprint by 21% and costs by 43% over the last five years. They've accomplished this in part by switching from propane to natural gas. There was a \$30,000 investment that paid for itself in five months; they are saving about \$80,000 per year. The department also has a great attitude about operations; they are using more solar, cooling tower and water conservation techniques; they are all over the map on ways to operate their facility more efficiently. Mayor Williams interjected that what they really want is a second ice sheet ☺

Mr. Abbott then explained the great job the Park City Library was doing. They have an older building and were able to reduce their carbon footprint by 20% and their costs by 16%; while expanding services of eBooks, eMagazines, all of the downloads and the on line course work - a great job in an older facility. Mr. Abbott also mentioned as a reminder, as the City moves forward with renovation of the Library keep in mind not to lose ground on those and future savings.

Mr. Abbott continued on with the review of other City buildings. The Marsac Building: Renovation in 2008-2009 with a move-in date of 2010 - there was a 15% reduction in the carbon footprint, 10% reduction in costs. They received much support from IT and Building Maintenance in regard to more efficient computers and the dialing down of operations which equates to more efficiency and cost savings.

The Police Facility: move-in in 2008; eighty-eight new solar panels were installed in 2012; an 8% reduction in the carbon footprint; and definitely pursuing Energy Star.

Mayor Williams asked to back-up to review the Marsac Building once again. He stated that the City put a lot of money into the renovation of the facility including all of the renewable projects added to the building, shouldn't there be better numbers in terms of savings than they are seeing? Mr. Poulson stated that the one critical element that overlays the Marsac building was going from a facility that did not have cooling in the summer months to a facility that is conditioned year round. The carbon impact and the electrical impact of the year round conditioning is really significant although in spite of that the City has seen a reduction. If those renewable measures had not been taken the costs would have gone through the roof.

Mr. Poulson then addressed the grant funding. Staff has been fairly successful in getting grants, just under \$600,000, great partnerships within the City. The Transit Manager was an excellent help in terms of directing staff to the Transit Authority funding and getting a very large Solar Ray built. The Police facility was very accommodating in terms of the eighty-eight solar panels that went on top of their building. That was a big win in terms of leveraging those external dollars.

On the solar front the City has completed five projects since 2009 internally. On top of all of this they completed the Snow Creek project, fourteen homes all with solar heat, solar thermal and geothermal pumps, a pretty extensive project.

The Transit and Public Works Campus had by far the largest solar ray in Summit County the next two biggest solar rays were installed in the Police Facility and City Hall.

In regard to using solar the City has gone from no roof top solar in 2007-2008 to smaller projects; last year 302 additional panels across two projects were installed.

Staff intends to return to Council next month, September 12th to address what solar means in the big picture, what's on the horizon, talk about the micro-hydro (hydroelectric power). They would also like to look at a feasibility study looking at roof tops that may be candidates for roof top solar. They would also be asking Council for direction in their energy pursuits. The one thing that staff was trying to convey in this presentation was all of the various pieces and parts and people that play into the municipal carbon footprint. In creating this report they met with individuals and the management team as well as staff from a huge number of departments. They wanted to get to the *how* they accumulated the CO2 tonnage. It was about the big action and decisions down to the small level decisions; turn on the hot water, do you leave it running, leaving the light on in your office all add up to total tonnage. It gets down to cultural change and prioritization, keeping the environment in mind. The approach to tackling this is through employee engagement; staff has sent out many emails, presented a number of household green challenges for City employees. The City defeated Aspen in the Ski Town Showdown, Park City had over 25% of the Park City Municipal employee population participate in that contest along with The Green Air Challenge. These challenges are about individuals looking at their own foot print and how they act in their personal life. Staff is also strategically thinking

there are those individuals that are making their environment a priority; reducing their footprint at home. Those same behaviors and intentions are going to translate into what they do in the work place and will have a net impact on the City's operating costs and the City's municipal footprint. It is a behind the scenes pursuit in terms of how we see employee engagement.

Mr. Poulson then continued on to address "the big picture". The CO2 emissions figure states that year over year the City is offsetting 4.3 City Hall buildings in terms of equivalent annual CO2 emissions and that is a significant amount of cost as well. They are highly confident this is an under estimate in terms of the actual impact, it was very conservative based on items they could quantify. Some of the items that they were not able to imbed in this consideration due to their being harder to get to: the Marsac building and the Police Facility in the green decisions that were put in process in those major facilities. They did not identify the base line vs the actual savings, the day to day actions and the minutia of what individuals do to reduce the footprint in those buildings. They also did not include the decisions of not to build; primarily the snowmelt on Main Street. Council made a policy decision not to pursue that item and that certainly had the carbon impact in the cross hairs when they were examining it; the impacts of that would have been significant, anywhere from 500 tons to 1,000 tons of carbon emissions annually.

Looking forward and wrapping up the report Mr. Poulson then addressed mitigation. Staff has been pretty particular in using the term mitigation rather than reduction. The conversation of mitigation vs reduction and what is most appropriate; staff is not quite ready to have that conversation with Council although did write the recommendation in the report that staff would like to regroup and return in 2014 with recommendations along with future goals for Council consideration.

The global CO2 emissions continue to rise; in regard to the global average temperatures over a decade time scale the World Meteorologic Organization came out with a report stating that there has been a steady increase in warming in the most recent decades. He then referred back to a previous graph the Harvard Geology Professor created; what does the municipal carbon footprint and the individual carbon footprint mean in a much larger context to thousands of generations out. There was a report commissioned by the Australian Government called The Critical Decade, the premise of that report was that the decisions made today have a really long life in terms of built systems: infra-structure, building a coal power plant, building transportation infrastructure. In a large way the impacts of our emissions will be felt for many decades to come. The point they wanted to make with that report was this decade is the decade to decisively begin that journey to decarbonize the economy. What is decided now will drive the emissions trend to come. Another conclusion they determined was that between now and 2020 was going to determine the severity of the climate change for children and grandchildren. Finally, and the strongest statement that came out of the report is that virtually decarbonizing the global civilization in the next 30-35 years will set us on a trend that will allow for a livable planet by keeping global temperature below the 2 degrees Celsius rise that we are constantly hearing about. De-carbonization in 30-35 years and making decisions now to set societies up for that is a very big goal.

The City is part of the Urban Sustainability Directors Network; the City has access to a few hundred municipalities around the country pursuing similar strategies around sustainability. Staff looked at a survey of over a hundred carbon footprint goals. Many communities are looking long timeframes out. When staff comes back next year they will review these with Council.

The big challenge is balancing an aspiration to reduce the municipal carbon footprint, community carbon footprint and other goals that are also priority areas for City Council. He went on to say that for Mr. Abbott and himself it is the challenge they have to contemplate when bringing realistic carbon reduction goals and goals that respect the holistic vision of City Council while at the same time trying to represent the environmental goals in a beneficial way.

They would like to return to Council next year to provide the latest update on the mitigation activities as well as the goal setting mind set.

Ms., Simpson wanted to know what specific measures were being taken on the new Transit Housing building. Mr. Poulson did not have the specifics although did mention conversations with Rocky Mountain Power would soon be taking place. Staff is beginning to look at efficiency in terms of lighting, solar panels and a host of other things. He's been speaking with Dave Gustafson with Sustainability about the water heating measures to make certain that they are high efficiency. Mr. Poulson stated he has not gone through the cut sheets as yet although that will occur especially with the rebates the City will be eligible for. The City has recently received a rebate for the MARC.

Mr. Beerman wanted to know if the raw water system will have a positive impact on the building footprint. Mr. Poulson stated that the raw water system and the lack of treatment was included in the 2009 report to City Council, the graphics were not included in this report although there is a link available. The raw water pipes were estimated to prevent about ninety-five tons of CO2 annually after that project is fully rolled out; it will be related to electricity reduction. Matt Abbott wanted to clarify his point that the full amount of pumping that is going on may not reduce the electricity reduction. Ms. Simpson stated that the facility would still be pumping although not be processing it and the vast majority of electricity is in moving it around. Mr. Abbott stated that the Water Department is hesitant to commit to anything until they have moved into their new system; they have their eye on efficiency but not ready to commit. Mr. Clint McAfee stepped to the podium to stated that the raw water the City is planning on in the future is coming from Rockport Reservoir; so while we're not running it thru plants we are pumping it twelve miles at fifteen hundred feet. So that is the raw water available to us in the next few years; it's hard to tell especially with the mine tunnels, the Judge Tunnel has historically served the system at a higher elevation. Mr. Beerman has a few questions on a few issues with the MARC; can we do our assessments now, will it benefit the City. Mr. Poulson had visited the facility with a very rigorous analysis in terms of how the facility is performing from imbedded measures as well as maintenance measures. Water staff has probably completed six - eight modifications to save energy and have three - four on the horizon. They would like to have an energy assessment done on the facility via an RFP in the future; there is still room for tweaks. Mr. Beerman wanted to know what the City does with the savings made from the Johnson Controls, does the City reinvest. Mr. Poulson stated that no investment measures had taken place as yet. Mayor Williams thought the report was very well done; watching how this has evolved over the last decade, how much has been accomplished by staff vs hiring outside help is quite admirable; he is very proud of what they have accomplished.

Regular Meeting

I ROLL CALL

Mayor Williams called the regular meeting of the City Council to order at approximately 6:00pm. at the Marsac Municipal Building in the Council Chambers on Thursday, August 8, 2013.

Council members in attendance were Mayor Williams, Councilman Peek, Councilwoman Masumoto, Councilwoman Simpson, Councilman Beerman, and Councilman Butwinski.

Staff members in attendance were Diane Foster, City Manager; Mark Harrington, City Attorney; Jason Glidden, Economic Development Manager; Matt Abbott, Environmental Project Manager; Tyler Poulson, Environmental Sustainability Manger; Roger McClain, Water Engineer; Matt Twombly, Project Manager; Tricia S. Lake, Assistant City Attorney;

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

This suggestion from Councilman Beerman was in reference to the Municipal Carbon Footprint Manager's Report that was discussed earlier in the meeting. Mr. Beerman remarked that as the City takes on new levels of services and new facilities, and the costs' increase going forward on these wouldn't it make sense to track the carbon footprints as the City commits to new projects; additionally it will give Council and staff new information if they want to offset it right then with renewables. Councilwoman Simpson agreed with this. Mayor Williams believes that this already happens and asked Diane Foster, City Manager if this was so. Ms. Foster stated that there is a significant impacts matrix in place although they can talk to staff about significant impacts matrix on the comment section of the staff report specifically on Capital Improvement Projects. Mayor Williams remembered that especially with the MARC the actual consumption of power was very different from what had been estimated when the building was designed. The building was designed for certain efficiencies; for one reason or another during its startup phase it didn't fit those efficiencies – a point well taken.

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

The Mayor opened public Input – Mike Sweeney stepped to the podium and began by addressing the success of the Kimball Arts Festival kick off. He thought the event went well specifically the Sundance Screening on the Town Lift Plaza. He reported there were approximately 350-400 people sitting down listening to the music, the event closed down about 11pm which is one hour past the witching hour for them. The Sundance Institute set-up the design of the surround sound, and the screen to mitigate the noise from broadcasting out into the neighborhood. He stated that he measured 55 dBs (decibels). He would like to see if more events like this one can take place on the plaza; they know now that they have the ability to put on these events and not make so much noise. He mentioned they did receive a call from a resident asking about the activities taking place on the Town Plaza, it was not a noise complaint. Mr. Sweeney went on to explain that if they had a Master Festival License they could receive an exemption on the hours. Mr. Sweeney shared that he really appreciated the Sundance Institute.

The Mayor asked for any additional input from the audience, there was none.

IV MINUTES OF WORK SESSION MEETING OF JULY 11, 2013; MEETING MINUTES OF JULY 11, 2013; WORK SESSION MEETING MINUTES OF JULY 18, 2013; MEETING MINUTES OF JULY 18, 2013; WORK SESSION MEETING MINUTES OF JULY 25, 2013; MEETING MINUTES OF JULY 25, 2013

Councilmen Peek and Councilman Butwinski requested corrections to the minutes.

Mayor Williams asked for a motion. Andy Beerman, "I move to approve the meeting minutes of Work Session meeting July 11, 2013; Meeting minutes of July 11, 2013; Work Session meeting minutes of July 18, 2013; Meeting Minutes of July 18, 2013; Work Session minutes of July 25, 2013 and the Meeting Minutes of July 25, 2013 (as corrected)". Alex Butwinski seconded the Motion. Motion unanimously carried to approve.

V CONSENT AGENDA

1. Consideration of authorizing the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Lyndon Jones Construction, Inc. for Wyatt Earp Way Improvements in the amount of \$961,776.50. Mayor Williams asked the Councilmembers if anyone had any questions. Councilman Beerman stated that the estimate on page 53 of the Staff Report (\$857,913.00) from Lyndon Jones Construction does not match the estimate in the

letter (\$1,003,758.50) please explain the difference. Roger McClain Water Engineer defined the difference; the engineering included the continuancy of 17% which from an engineer's estimate on a final was neglected on purpose because they didn't feel it was valid to add the 17% and looked at the straight costs. Councilman Peek had a question regarding the 16-inch diameter cathodically-protected ductile iron pipe, is it easily done, is it easily accessible? Mr. McClain stated that is it easily done and it is in addition to the existing system put in with the Rail Trail pipeline; this protects the line from the Quinn's Junction Treatment Plant to Boothill water storage tank.

Councilwoman Simpson questioned why the engineers estimate was so much lower than the other bids. Mr. McClain stated this was a consulting engineer who looks at things differently than the contractor; the contractor looks at time and impacts. The engineer added 17% contingency on the back end of their estimate; staff didn't feel it was necessarily valid; they wanted to look at straight costs.

Councilman Butwinski had an additional question regarding the 16" pipes and the pressure system. Mr. McClain stated the pipes are on a pressurized system.

Mayor Williams asked Council if there were any more questions, there were none. Mayor Williams then opened the public hearing, there was no public input. He then asked for a motion. Dick Peek, "Your Honor, I move to authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Lyndon Jones Construction, Inc. for Wyatt Earp Way Improvements in the amount of \$961,776.50 . Alex Butwinski seconded the motion

Motion carried unanimously to approve.

VI NEW BUSINESS

1. Consideration of approval of Contract Addendum for the sale of 1450 and 1460 Park Avenue to Greenpark Cohousing LLC. Jason Glidden of the Sustainability Department addressed Council to briefly give an over view. The Contract Addendum extension would allow the additional time needed during the due diligence to create a design for the Green Park Cohousing that will work for both the Land Management Code (LMC) and the Co-Housing group. Mayor Williams asked Council if there were any questions. Councilman Butwinski questioned the length of the extension. Mr. Glidden stated that staff felt there were a few options in regard to mitigating the LMC issues and by requesting the new timeline it would allow the issues to be resolved. Mayor Williams stated there are many things in terms of the project that were not up to the applicant and that time is needed. Mr. Beerman stated that the motivation to get the building done whether three months or six months is great. Mr. Butwinski stated that he agreed. Mayor Williams asked if there were any additional questions from Council, there were none. He then asked for any public input, there was none. Mayor Williams then asked for a motion. Councilwoman Simpson "Mayor I move we approval of the Contract Addendum for the sale of 1450 and 1460 Park Avenue to Greenpark Cohousing LLC" Andy Beerman seconded the motion. Motion unanimously carried to approve

2. Consideration of authorizing the City Manager to execute a Licensing and Support Agreement and Hosting Services Agreement with Hyland Software Inc. (Sire Technologies) in the amount of \$21,572 in year one and \$7,908 annually thereafter. Jason Glidden addressed the Council and reviewed a bit of the background for this request. In 2011 Council had requested information on gaining better efficiency in terms of documenting meetings for City Council and Planning Commission and offer greater transparency to the citizens. A selection

committee was created that was composed of City Staff: Executive, IT, Planning and Legal. The successful candidate was Hyland Software. Mayor Williams asked if there were any questions from Council.

Councilwoman Matsumoto wanted to know how many companies responded to the RFP. Mr. Glidden stated that four companies responded and there were three top finalists. Ms. Matsumoto continued stating that she had heard from a citizen associated with BoardDocs and that they were not considered for this project. Mr. Glidden responded stating that BoardDocs were one of the three finalists to present their programing to the committee; they were not the number one selection. Diane Foster City Manager stated that she had spoken with Ari Loannides of BoardDocs. She went on to say that she was not part of the process although felt confident in the committees decision. The members consisted of those on the ground that would be using the program and that the organization would benefit with these tools. Mr. Beerman asked if the program was compatible with the State site. Ms. Foster stated that the State uses Granicus and Park City does not need to interface with them although that may come about in the future. Mr. Glidden interjected that Hyland Software was based in Salt Lake City and is very aware of what the State requires as to what would be needed for Park City to be compatible. Mr. Beerman also wanted to know if there were any local cities that staff was able to get references from. Mr. Glidden stated that references were checked and all were within the State. Mr. Beerman questioned the annual service fee and felt it was a bit high, how long was the City assured that rate. Mr. Glidden specified the terms in the contract were to be renewed annually unless one of the two opted out. The fee should remain as is unless the City decided to add additional services then the fee would increase. Mr. Beerman's last question was related to travel and install costs. Mr. Glidden stated that travel cost would not be included with this installation.

Ms. Simpson mentioned the implementation date, it had not been determined, did staff know when that would be. Mr. Glidden stated the install would be approximately eight weeks out from the date the contract was signed.

Mr. Butwinski wanted additional clarification on the annual fee and for staff to be more definitive in regard to how long that fee would remain in place; it's hard to believe the price would remain the same with additional services.

Ms. Foster asked Council if Mr. Glidden was to return to Council with a contract term of ten or fifteen year time frame with consideration of inflation would this be acceptable with Council; would they like staff to come back with this information. Mr. Beerman stated that he felt there would be an increase and often it would be limited to five to seven years.

Councilman Peek wanted to know if there was an assessment in regard to storage and the needs for that. Mr. Glidden answered that there was a component for storage needs in the contract. The program had the ability to store documents, agenda, agenda notes, documentation and posting the links to the web. Ms. Foster stated that for clarification the audio files and the document files would be stored on Hyland Software's machines and not the City's. Mr. Peek also wanted clarification that if the contract goes away after ten years would the City receive their files back? Mr. Glidden stated that yes that was the agreement.

Mayor Williams had questions regarding page 68 - Section C of the contract: the extra services and the fees to be paid for additional services. He stated that the City usually has an indication as to what the City would be charged for in terms of those additional services. Mr. Glidden stated that there are two different contracts: Service Agreement Contract for installation and training when complete the City then moves into the Hosting Agreement Contract. The contract

defines what that training would be and specific to how much training would be needed. Ms. Foster stated that the Highland proposal is part of the contract and the scope of services was identified in the contract.

Mr. Beerman mentioned the contract should offer two templates, one for Council Meetings and one for Planning Commission. Ms. Foster interjected that Mark Harrington the City Attorney suggested, and she felt it was wise, to return for reconsideration in September and allow Staff to address those questions. She went on to say that there are sufficient answers and it's worth it to detail them in the staff report. Mr. Harrington stated that Council hit the nail on the head in terms of hidden cost in computer contracts. These types of contracts are the worst; if you don't have a clear understanding of what you're approving and what you're going to be stuck with you should have those questions answered very clearly. He feels that Councilman Beerman's questions need some refinement. He feels the answer isn't that the fees are fixed forever you are subject to their retail published schedule and if you don't accept that as it changes you can opt out. The City will want to understand the nuances better. He suggested Council submit any additional questions to Mr. Glidden then he can address those specifically and Polly McClain Assistant City Attorney can assist staff.

Ms. Simpson would like to have staff readdress the number of templates that would be needed; Planning Commission, Board of Adjustment, Historic Preservation Board, Recreation Advisory Board.

Councilman Peek wanted to know if this program will generate verbatim written transcripts and was bringing this up because of the non-discrimination clause: *the services provider will not discriminate physical handicapped* if someone is deaf the audio files would be useless. Ms. Foster stated that the program does not preclude the minutes; from a staff perspective from discussions with the City Attorney staff will have full minutes. One discussion over time will be what the level of detail is in those minutes. Mr. Harrington stated that the clause applies to the output, which would be the City's requirement in terms of service level to the public. It would be operations not the services the City is contracting for; we would be obligated to provide in the form necessary to provide the minutes.

Mr. Butwinski asked Mr. Robertson IT Director about the PA, microphone system. Mr. Robertson stated that staff would like to use the existing microphone system. If and when the existing system becomes an issue staff has back up microphones. Ms. Simpson stated that having listened to audio minutes on occasion it can be extremely painful.

Mayor Williams opened the public hearing, there was no public input. Mayor Williams asked Council for a motion. Councilman Peek "Mayor, I move the Consideration of authorizing the City Manager to execute a Licensing and Support Agreement and Hosting Services Agreement with Hyland Software Inc. (Sire Technologies) in the amount of \$21,572 in year one and \$7,908 annually thereafter to a date uncertain" Ms. Matsumoto seconded the motion. Motion unanimously approved.

3. Consideration of authorizing the City Manager to enter into Amendment #1 to the Construction Manager at Risk Contract for the Main Street Improvements Project in a form approved by the City Attorney with Miller Paving, Inc. for the Guaranteed Maximum Price of \$1,593,543. Matt Twombly, Project Manager addressed Council. Previously there were two addendum that were awarded to Miller Paving as part of the Construction Manager at Risk Contract. Those were for work done between 4th and 5th Street and from 5th Street to the Claimjumper Bulb Out. These were awarded in order to enable the work to get started earlier than if the City waited to include the Terigo Plaza and 7th Street. Amendment #1 is the entire contract of the four parts of the project: Terigo Plaza, 7th Street and the previously awarded 4th and 5th Street. Due to the construction of 692 Main Street and because of the Silly Market the project team decided to hold off on the actual construction of 7th Street intersection until April

2014; construction will then begin as 692 Main Street finishes construction and before Silly Market begins there will be more opportunity to complete the work in the intersection. Staff has recently met with Questar Gas and the Historic Park City Alliance (HPCA) in regard to next year's schedule, included in the packet. The schedule is tentative although all involved seem to be onboard; staff will continue to work with Questar Gas and HPCA to finalize the schedule before moving forward in 2014. The Amendment is for all four projects, in order to precede staff recommends Council approve this request. Mayor Williams asked Council if they had any questions.

Councilman Beerman had a question regarding the spreadsheet in the staff report, specifically the *vertical elements*. Mr. Weidenhamer Economic Development Manager, stepped to the presentation table and stated that the vertical elements were 6" x 6" or 8" x 8" wood posts bundled with iron or metal to draw the visitors attention down the street to make sure that when they reached Heber and Main they would know there was something to be gained and seen by continuing on. This is to make sure all of Main Street, Summit Watch area will be discovered and found. As the plaza intersection layout was being planned staff talked about the vertical element to help make sure the visitor experienced those areas.

Ms. Matsumoto mentioned there had been some concern about the cracking cement in the area. Mr. Twombly stated that staff has been working very hard with the design team, architects, planners and engineers to come up with a design that is a sustainable use of granite. They decided on a field of 60% granite and 40% concrete. The design was planned to work with that number and then to come up with the constructability of the project. The questions that came up were: where the saw cuts were to go, where the lines would be, what would the squares look like, how would all of this work against the building. They did anticipate some cracking; most notable cracking was along the building edge, they were diagonal cracks which are not within the design pattern which does happen on occasion. Mr. Twombly stated that this happens in concrete, it is part of concrete work, concrete does not have the longevity that granite has. Mr. Weidenhamer interjected that staff did meet with Blake Fannesbeck with Public Works and Allison Butz with the Historic Park City Alliance (HPCA). During the weekly design team meeting they will discuss this issue. They would like to better understand the mix - how it's being treated, how it's being layed down and determine if there is anything they can do to mitigate the cracking.

Mr. Peek mentioned the fast drying next to the buildings with the hot weather will cause the drying to happen too fast, you can put plastic down to keep the moisture in to cure slower and additionally add a sealer. Mr. Twombly mentioned that a curing agent was added immediately after the pour. Mr. Butwinski stated that when he had flat work done on his house his contractor told him two things are consistent with concrete – first it's very heavy and second it's going to crack, he stated that any mitigation in regard to this project would be helpful. He suggested that that staff talk to the contractors and see if there isn't a way to stop or slow the process down. Ms. Matsumoto mentioned she'd been told, although not sure what the validity of this was but that the granite was slipping down the hill. Mr. Weidenhamer mentioned that the plyometric sand would help keep the slipping from taking place although from what he and Mr. Twombly had seen in regard to the slipping it was minimal.

Ms. Matsumoto also mentioned she thought the project looked very nice, and had heard the same from members of the community. Mr. Beerman reiterated what Ms. Matsumoto had said, it does look great and has heard good things about it also. He stated that the City will probably take a bit of grief certainly in regard to the staining. He was wondering if a conversation shouldn't take place between the City and the restaurants particularly those that have a high concentration of traffic flow; maybe they could assist and take more responsibility with the cleaning of the sidewalk; what the City is planning on doing may not be enough. Mr. Weidenhamer thought the conversation would be a good place to start with the business district; thought it was good advice.

Ms. Foster asked Council if they would like staff to look at an all granite option that would be more expensive or have them work within the current parameters. Mr. Peek stated that a low impact approach going up against the historic buildings during installation was a consideration. Ms. Foster stated that the concrete was going to crack at some level no matter what the City does; the fact that the project is less than one seventh complete might be a good time to evaluate for any possible changes.

Mr. Beerman wanted to know if the long rectangular bands are structural or decorative. Mr. Twombly stated that part of the design was to eliminate some sliding although also to add a decorative element. Ms. Matsumoto feels that the City should continue on, it looks good and see if staff can solve some of these problems, get through a winter and see how it looks, she's not in favor of colored granite. Mr. Weidenhamer stated he did not feel Planning Commission would be in favor of colored concrete either.

Mr. Butwinski had a question regarding the Summary Totals on page 112. He wanted to know how much of the work has been completed; is staff confident that the amount of money that has been spent to date is equal to the amount of work that has been completed to date. He referred back to the comment Ms. Foster made in regard to the project being about one seventh done, the numbers do not work. Mr. Butwinski indicated the numbers and the completed % of work does not compute. Mr. Twombly replied that was not correct, he explained that the one seventh completed would be one seventh of the Main Street portion of the street scape; 4th Street to 5th Street and 5th Street to Claimjumper is one seventh of all of Main Street. We have not completed that as yet although when it is complete it will be one seventh of the linear length of Main Street that will be completed in the next seven years. Ms. Foster asked if the table on page 112 was listing project and cost of this summer's work. Mr. Twombly stated it was. Ms. Simpson clarified that when Mr. Twombly talks about doing one seventh he is speaking about the linear length of Main Street not one seventh of the entire project and improvements for the whole thing. Mr. Butwinski asked Council's permission to work with Mr. Twombly and the City Manager to come up with a format that makes more sense to him. Council felt that was a good idea.

Mayor Williams asked if there was any public input, seeing none he asked Council for a motion. Councilman Beerman "Your Honor, I move we approve a consideration of authorizing the City Manager to enter into Amendment #1 to the Construction Manager at Risk Contract for the Main Street Improvements Project in a form approved by the City Attorney with Miller Paving, Inc. for the Guaranteed Maximum Price of \$1,593,543 and we allow Mr. Butwinski the opportunity to work with Mr. Twombly and the City Manager to have this make more sense to him." Ms. Simpson seconded the motion. Motion unanimously carried to approve.

4. Consideration of authorizing the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Parkin Construction in the amount of \$650,663 for the MARC Outdoor Tennis Court Project. Mr. Twombly reviewed the request briefly with Council. The tennis courts would be post tension concrete slabs similar to what was done at the City Park. Project was bid on by only one bidder; only three firms qualified to bid on the project. The bubble portion of the project is under a tight timeline, staff would like to have this portion complete by October 15, 2013. The remaining concrete, paint, lines, nets after October 15. Parking Construction was low bid, they are also the contractor doing the City Park Tennis Courts, staff has worked with this contractor and like his work and they look forward to working with him on this project.

Ms. Simpson wanted clarification on exactly what additional courts were being put in: is the City putting in two Pickle Ball only Courts? Ms. Simpson continued on to ask if staff is requesting to put in two 36' courts for youth and two Pickle Ball Courts or is staff putting in four courts that can be stripped for both youth play and Pickle Ball, she would like clarification. Mr. Twombly was not

clear himself, the decision on the stripping came late in the project so he was not sure if it was just Pickle Ball or if they can also be used for youth.

Ms. Simpson continued on to state that there has been a lot of discussion by the Recreation Advisory Board regarding a dedicated Pickle Ball Court, a need for a Pickle Ball only court has yet to be demonstrate. If staff is having the stripping on the smaller courts for both it makes total sense.

Mayor Williams asked if there was someone they could call right then to clarify or continue this topic. He then asked if there were two or four courts. Mr. Twombly stated that there are four courts; Pickle Ball Courts are not as small as the youth courts whether they are stripped or not he's not clear. He believes stripping will not be a problem.

Mr. Butwinski asked if there would then be seven courts or eleven courts. Mr. Twombly clarified there would be eleven courts. Mr. Peek wanted to know if the City was reusing the existing bubble. Mr. Twombly stated that yes they were and thought he remembered the existing bubble was approximately five years old. Mayor William's wanted to know if the lighting was new and was told it was. Mr. Beerman wanted to know if the new lighting would significantly improve the energy use. Mr. Twombly stated he was sure they were more efficient.

Mayor Williams asked if there were any additional questions from staff, there were none. Mayor Williams asked if there was any public input, there was none. He then asked for a motion. Councilwoman Simpson "Your Honor, I move we authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Parking Construction in the amount of \$650,663 for the MARC Outdoor Tennis Court Project. Councilman Beerman seconded the motion. The motion unanimously carried to approve."

5. Consideration of an Ordinance amending Title 2, Chapter 6, Section 2 of the Municipal Code to change the Employee Transfer and Discharge Board to a Hearing Officer; and Consideration of a Resolution amending the Employee Policies and Procedures Manual § 6.3 and incorporating the Administrative Rules of the Employee Transfer and Discharge Appeals Board. Tricia Lake, Assistant City Attorney greeted Council; Ms. Lake addressed her staff report regarding the Employee Transfer and Discharge Appeals Board (ETDAB). Currently the City has an Appeal Board that hears appeals from employees that have been discharged. The Board consists of two City Council members and three City employees. The Utah statute requires that each municipality either have an appeal board or Hearing Officer. The proposal is to amend the ordinance to provide for a legally trained Hearing Officer in lieu of the Appeal Board. The legal department's position is that by moving to this process it will provide for the level of due process to the applicant with the added benefit of having the appeal heard before a legally trained Hearing Officer. Additionally Park City benefits by not having to obligate five board members to a daylong hearing process and will eliminate the need for outside council which is needed when an appeal takes place.

By amending the Ordinance it will also require amending the Employee Policy and Procedures Manual along with the Administrative Rules of the (ETDAB) so that all three comport with one another. With the existing overlap between the Employee Policy and Procedure Manual and the Administrative Rules of the ETDAB staff recommends incorporating the Administrative Rules into the Employee Policy and Procedures Manual. Additional procedural amendments that have been included in the employee policy and procedures Manual that are the result of evolving case law in this area that includes the scope of the hearing, the application of the rules of evidence and rules of civil procedure and discovery. Lastly a form has been added to formalize the process when an appellant files a notice of an appeal it is a very complete formal form. Mayor Williams wanted further clarification of the benefit of a Hearing Officer vs the Board; would the Hearing Officer be less prone to needing outside Council. Ms. Lake stated that a Hearing Officer would be legally trained, therefore the need to hire outside council would not be necessary.

Councilwoman Simpson stated that they would get outside Council for the ETDAB because the City's Attorneys can't do it because they are on one side of the appeal. She went on to say that ETDAB has had to hire outside council to walk them thru the legal framework.

Mayor Williams stated he understood the efficiency of this process although would the new process give someone a fairer trial hearing than one in front of a jury of their peers? Ms. Simpson stated that she felt the new process would be far more fair to the employee; primarily because scheduling five people for an ETDAB Hearing for an entire day can be very difficult. ETDAB has acted in a timely manner to not delay for the employee; it would be much simpler to schedule with a single Hearing Officer. She also stated that these issues are important enough that she believes it should be someone legally trained. If an outside Hearing Officer was hired then they are in a neutral position which is the intent behind three City Employees and two Council Members. The City employee would be better protected and better served by a Hearing Officer. Mayor Williams interjected that someone that is supposed to be impartial is getting a pay check from the City. Ms. Simpson responded that the employees that are appointed to ETDAB are voted on by their peers; when it was set up that was part of the protection for the employee. The Hearing Officer will be more competent and impartial. Mayor Williams wanted to know why Salt Lake or Provo isn't doing this. Mr. Harrington stated that the Mayor was raising an appropriate issue in terms of the difference between a Jury Trial and a Judge, the same sort of thing; there are pros and cons to each. In this case the efficiency is in the argument, it's a better process. In terms of the peers or the professional, the problem the City has seen recently is the Court of Appeals they have in particular raised a number of issues particularly with the lay body. Requiring a much higher degree of formality that the City has not seen before and at times causing one – three year delays in the administration of these hearings. These might be avoided if a Hearing Officer that was more comfortable with administrative law and competency with legal issues. These hearings can become highly emotional and weigh heavy on the City's employees, it's a huge obligation to do them. Mr. Harrington went on to say that when the City had one hearing in twenty years it was not as difficult; as communities grow up it would be natural to see more appeals and a higher degree of due process being required.

Mr. Peek stated that he sat in on one of the remands and thought it was very technical, very defined as to what they could talk about and what they could not talk about. Efficiency should not be taken lightly for the employee, they are hiring their own council and if the matter could be quickly resolved for or against their legal fees would benefit. Additionally more than likely the City would have to hire an outside Council to be the Hearing Officer. He continued on to say they would be legally trained, would the City use a law firm?

Ms. Lake replied that the City would go through an application process and interviewing process then submit a recommendation for Council's approval; that person would be appointed for a term certain.

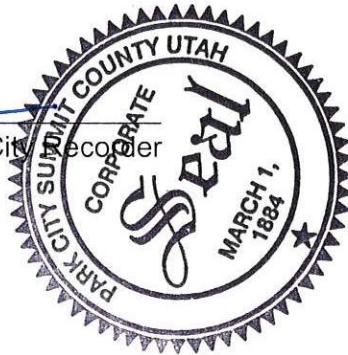
Mayor Williams asked Council if they had any additional questions, there were none. Mayor Williams then opened the public hearing; there was no input. The Mayor then asked for a motion. Councilman Peek “ Mayor I move we approve an Ordinance amending Title 2, Chapter 6, Section 2 of the Municipal Code to change the Employee Transfer and Discharge Board to a Hearing Officer; and Consideration of a Resolution amending the Employee Policies and Procedures Manual § 6.3 and incorporating the Administrative Rules of the Employee Transfer and Discharge Appeals Board. Councilwoman Simpson seconded the motion.

The motion passed unanimously to approve

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

Prepared by Jody L. Morrison, Assistant City Recorder


Jody L. Morrison, Assistant City Recorder





City Council Staff Report

Subject: McLeod Creek Bank Stabilization Project
Author: Heinrich Deters
Department: Sustainability
Date: September 5, 2013
Type of Item: Administrative- Award of Contract

Summary Recommendations:

Staff recommends Council authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Beck Construction for the McLeod Creek Bank Stabilization Project in the amount of sixty two thousand four hundred dollars. (**\$62,400**).

Topic/Description:

McLeod Creek Bank Stabilization Project Construction Contract

Background:

For more than a year, staff has been closely monitoring McLeod creek near the Huntsman and Peterson Open Spaces, its erosion impacts on the old railroad bed and subsequent McLeod creek pathway. In late June, City staff had fencing placed along the pathway to protect users from the exposure. Additionally, staff determined that measures would need to be taken to protect the rail bed and pathway, as well as, the Snyderville Basin Water Reclamation District's (SBWRD) sanitary sewer line. Staff filed for a Stream Alteration Permit from the Army Corps of Engineers (ACOE). Staff received the Stream Alteration Permit on July 20th and coordinated construction drawings with SBWRD to protect the respected facilities.

Analysis:

In addition to a bank stabilization project, staff utilized the opportunity to widen the existing pathway in the construction area from approximately 9' to 12' wide. This improvement is projected to be implemented throughout the length of the pathway incrementally to allow for the growth in users and uses. The Project was advertised on August 10th and 13th, 2013 in the Park Record. Additionally, the Request for Bids was posted on the City's website. On August 27th, a public bid opening was held at the Marsac building 3rd floor. The bids are as follows:

Bidder	Bid Amount
Beck Construction	\$62,400
Wardell Brothers Construction	\$95,300
JB Gordon Construction	\$83,300
Ted Seipel Construction	\$118,818
JLR Construction	\$79,989
<i>Engineer's Estimate</i>	\$66,200

Department Review:

This report has been reviewed by representatives of Sustainability, Legal and Executive Departments and their comments have been integrated into this report.

Alternatives:**A. Approve:**

Approve the request, and authorize the City Manager to award the contract.

(Staff recommendation)**B. Deny:**

Council could choose to not continue with the project at this time.

C. Modify:

Council could choose to modify the project and re-bid, which would likely delay the schedule of the project.

D. Continue the Item:

Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.

E. Do Nothing:

Same effect as continuance.

Significant Impacts:

Construction of the project will require temporary closure of the McLeod creek trail.

	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?	+ Safe community that is walkable and bike-able + Accessible and world-class recreational facilities, parks and programs	+ Managed natural resources balancing ecosystem needs		+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 		Positive 
Comments: Staff has worked diligently over the past several years seeking a balance between the growing beaver population along McLeod Creek, as well as, protecting public infrastructure.				

Funding Source:

This project is primarily funded by within the Sustainability Trails budget, along with participation from Snyderville Basin Water Reclamation District.

Consequences of not taking the recommended action:

The active erosion along the creek and trail corridor is progressively getting worse and undermining the integrity of the trail and sanitary line. Without action, the facilities may fail causing a more costly and hazardous situation.

Recommendation:

Staff recommends Council authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Beck Construction for the McLeod Creek Bank Stabilization Project in the amount of sixty two thousand four hundred dollars. **(\$62,400)**



City Council Staff Report

Subject: PIPE SECTION REMOVAL AND PRESERVATION PROJECT -
CONSTRUCTION AGREEMENT
Author: Kyle MacArthur, Water Operations Team Leader
Department: Public Works, Water
Date: September 5, 2013
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Daley Excavators LLC, for the removal and preservation of eight pipe sections in an amount of \$65,390.45.

Topic/Description:

The Pipe Removal and Preservation Project is in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Source, Water Quality and Infrastructure
- Ensure public health and safety is protected through quality water

Background:

This project is being carried out as part of the Water Research Foundation's Metals Accumulation and Release project. The purpose of removing sections of the pipe both before and after the cleaning activities take place is to assess the amount and compositions of accumulated material on the inside of the pipes as well as the effectiveness of the cleaning activities.

Park City Water Operations staff does not have the resources to complete this project in-house considering the amount of work associated in prepping the system for the cleaning trials, which includes preliminary flushing of several miles of water main, completely removing the inner workings from several fire hydrants, making accessible and exercising up to 20 valves, and building specialized plumbing connections. We will also be managing our Water Tank Inspection and Cleaning project concurrently, and will work for at least a week following the cleaning trials to bring parts of the water system (mainly the fire hydrants) back into working condition, completing any repairs that result from the valve or hydrant work.

Proposed Construction:

The project site is located along the 2500-2700 block of Aspen Springs Dr, and the 100-700 blocks of Park Avenue and Woodside Avenue. The construction work consists of excavating and removing (8) six foot sections of 8" ductile iron pipe, preserving the still wet pipe according to specific handling instructions, repairing the pipe by installing a six foot section of PVC and appropriate fittings, and restoring disturbed paving and landscape areas.

Additive Alternate bid items are included for disposing and replacing of unsuitable fill material. Whether these alternates will be utilized will not be known until the excavation begins. All sites are outside the Soils Ordinance.

The Contractor will provide hand delivered notices to residents affected by the shutdowns which will include the following information:

- Date, time and approximate length of shutdown
- Any private property landscape/hardscape impacts
- Scheduled final completion of each excavation
- Traffic impacts

Analysis:

The bid package for the project was advertised in the Park Record August 10 through August 17, 2013, online at utahlegals.com, and on the Park City Website beginning August 6, 2013. Three bids for the project were received and opened on August 19, 2013. The following summarizes the bids:

<i>Contractor</i>	<i>Base Bid</i>	<i>Additive Alternates</i>	<i>Total Bid</i>
Daley Excavators	\$56,390.00	\$9,000.45	\$65,390.45
Beck Construction	\$63,932.00	\$10,260.00	\$74,192.00
SCI, Inc.	\$79,918.00	\$18,900.00	\$98,818.00

Daley Excavators, LLC, is the lowest responsive bidder. Bid Documents have been verified by Staff. Staff therefore recommends Daley Excavators, LLC, as the successful Bidder.

Additive Alternate Bid Schedule bid price by the lowest responsive bidder was reviewed by Staff and determined to be responsive.

The City's Project Manager, Kyle MacArthur, will be working under the guidance of the Water Manager.

Department Review:

This report has been reviewed by representatives of Public Works, Legal, and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. Approve:

Council could authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Daley Excavators, LLC, for the construction of the Pipe Section Removal and Preservation Project in an amount of \$65,390.45.

B. Deny:

Council could deny the request for the agreement. Denying the request would result in a delay to the Water Research Foundation Project.

C. Modify:

Council could modify the request for the agreement. Modifying the request could result in a delay to Water Research Foundation Project.

D. Continue the Item:

Council could continue the request for the agreement. Continuing the request could result in a delay to the Water Research Foundation Project.

E. Do Nothing:

Staff does not recommend this alternative. Doing nothing would delay the Water Research Foundation Project.

Significant Impacts:

	Preserving & Enhancing the Natural Environment (Environmental Impact)	Responsive, Cutting- Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Enhanced water quality and high customer confidence + Adequate and reliable water supply	+ Fiscally and legally sound + Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Positive 
Comments:		

Funding Source:

The funding for the project is from water service fees and is part of the approved FY 2014 Water Quality Study CIP budget.

Consequences of not taking the recommended action:

The project components are essential to the Water Department's commitment to improving the quality of the water not only coming from our sources, but in the water distribution system.

Recommendation:

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Daley Excavators, LLC, for

construction of the Pipe Section Removal and Preservation Project in an amount of \$65,390.45.

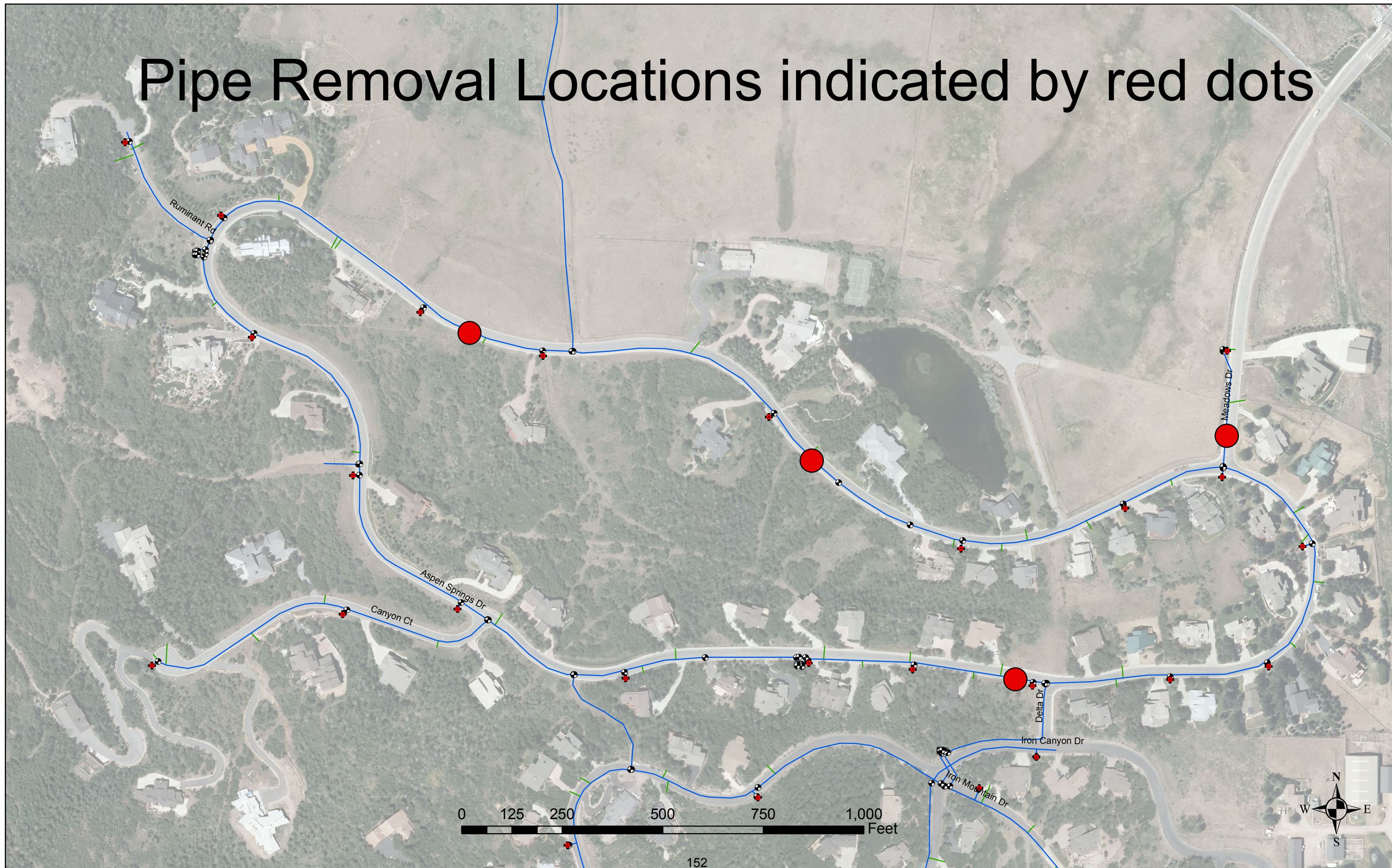
Attachments:

EXHIBIT A – Overview maps of construction sites

Red Dots Indicate Pipe
Removal Locations



Pipe Removal Locations indicated by red dots





City Council Staff Report

Subject: Requiring Inspections for New Business Licenses Prior to Application
Author: Sherry Snyder, Building Dept. Permit Technician
Department: Building, Finance & Planning
Date: September 5, 2013
Type of Item: Legislative

Summary Recommendations:

Review the ordinance, hold a public hearing and adopt the proposed ordinance which amends Title 4, Chapter 2, Section 4, 8 and 10 of the Municipal Code of Park City (MCPC). These amendments address inspections for code compliance and business license issuance or denial.

Topic/Description:

Amending PCMC's Municipal Code to require a successful inspection as a prerequisite to applying for a business license.

Background:

Currently, the business license process begins in the Finance Department with an application that is then routed to Building, Planning and Police. The process now makes it so that once an application has been accepted by Finance the applicant can immediately start to do business "at their own risk" as stated in Title 4, Chapter 2, Section 10.

Planning and Police can usually process the application within 24-48 hours before routing it back to Finance. However, because of this procedure, the time the application takes to process in the Building Department can take anywhere between 96 hours to 120 days to complete. The reason for this long delay is that an inspection of the property is required and must be scheduled with the local contact listed. The main reasons applications are taking longer in Building than any other departments are as follows:

- Legal address not accurately listed on the application
- Local contact cannot be reached
- Location is occupied (nightly rentals)
- Applicants fail to schedule Initial inspections after staff gives notice to responsible party
- Responsible party/applicant does not reschedule a new inspection or follow up after a failed inspection

This proposed amendment change was taken in front of City Council on June 27, 2013. It was decided that a meeting with the Lodging Association was necessary before a decision could be made on whether or not to adopt the proposed change. The motion carried unanimously and the item was continued to a date uncertain.

Staff held a Stakeholders meeting on July 2, 2013. Those in attendance included The Sundance Institute, HPCA, the Lodging Association, and the Park City Chamber. The purpose of the meeting was to discuss the proposed changes to the business licensing process. The main issue that was addressed was that by requiring the inspection first it would disrupt regular business. They were assured this would not be the case; staff provided an example of this process: when Doolan's changed owners. Business was not interrupted and the business was not required to close.

A follow up meeting with the Lodging Association took place on July 25, 2013 and concerns about the modifications to the municipal code regarding the direct effect it would have on the nightly rental industry were discussed. In attendance were representatives from The Sky Lodge, The Yard, Town Lift, Marriott, Hotel Park City, Montage, Park City Chamber, St. Regis, Stein Eriksen, Park City Area Lodging and Liza Simpson acting as a liaison to the Lodging Association. Concerns were mainly over redundancy with properties being inspected and a disruption to reservations. Currently, as an internal policy, if a property has been inspected within the last 6 months we do not require an inspection prior to business licensing. However, for reasons of life/safety, this is at the discretion of the Building Inspector or Chief Building Official. We were also asked to make sure that when changes do occur, we continue to educate the people directly affected.

The groups in both meetings discussed multiple scenarios, understood the proposed changes to the ordinance and were supportive of the amendments to the ordinance which staff is recommending.

Analysis:

Staff has reviewed the business license process and it has determined that to start the procedure in the Building Department can decrease some processing hardships. (Please see attached flow chart)

By amending the code section that allows businesses to operate prior to inspection, the processing time will decrease, premises will actually be inspected before being open for business. Additionally, staff will save an enormous amount of time not having to try to chase after applicants to have their businesses inspected. By requiring an inspection prior to application it will help to ensure that all businesses within the City are substantially code compliant, obtain licenses prior to opening, pay applicable fees based on square footage and have proper signage provided by the City.

The actual inspection of a property can generally be completed by the Building Department within 48 hours of scheduling. At the end of the year or during special events, inspections may take up to 5 days to be completed.

Current Process:

With the current application process, Finance creates an activity in EDEN and uses the information provided by the applicant to populate required fields. Unlike the Building

Department, Finance is not connected to the parcel system in EDEN which allows you to know whether an address provided is the legal address that is registered with Summit County. In turn, once the application is routed to Building, an inspection cannot be scheduled until the legal address is determined. This is done by searching the County website in several different ways (owner name, condo name, unit number) and in certain cases the applicant is called back if the search results in failure. Once the inspection takes place, square footage is determined for commercial businesses and home occupations and number of bedrooms for nightly rentals. If there is a difference in the footage or bedrooms a refund must be processed or an additional fee must be paid prior to issuance.

A total of 617 business licenses were approved last year, 41 of which were denied which only makes up about 6% of total licenses. However, the processing time average was of 110 days.

This year, with more stringent regulations on how long permits can be left without activity, a total of 272 business license have been approved, 42 of which were denied. This is a total of 15% denial with a processing time averaging 50 days. Local contact information is required on the application so we know who to contact in order the schedule an inspection. In a lot of cases this is left blank and old contact information is used making it difficult if not impossible to get someone on the phone. Each applicant is given 60 days to schedule their inspection and if an inspection is failed they have another 60 days to make corrections.

Proposed Process

The current system provides no incentive for business owners to schedule an inspection. Requiring an applicant to pass inspection in order to initiate the process of a business license will eliminate incorrect addresses earlier in the process, square footage amounts (upon which the fee is determined), wrong local contact information and ensure that locations are actually inspected prior to the public entering into them. Inspections are required for not only the safety of the public but the owner as well. A property that has been inspected for life safety issues which includes but is not limited to fire sprinklers, fire extinguishers, working smoke detectors, proper exit signage and/or occupancy limitations ensures that in the event of an emergency all steps were taken to protect the public prior to occupancy of a property.

Inspections will be required on all new businesses with a physical address within City Limits no matter how long they intend to conduct business. Inspections will still be required for Convention Sales Licenses upon final set up of the convention space; an inspection prior to application will not be required. Additional hours will be worked in order to accommodate any influx of business licenses during busy times. Site plans will be required on applications to determine occupancy even when a property is used for temporary purposes (10 days or less) or at any time as identified by the Inspector. Floor plans stamped by a licensed design professional will be required if there is a change of normal occupancy in an existing business. Occupancy will be determined by the Building Department and signage will decrease the likelihood of overcrowding.

If this amendment is approved, staff will meet this fall with business owners in the nightly rental/property management industry and anyone else who would like to attend, well before the bulk of the new applications come in. Renewals or change of management does not require inspections prior to application

At the time of application, the applicant will need a legal address, valid local contact information and an inspection date. A re-inspection fee may be assessed if more than two (2) inspections are required by the City to meet code compliance. The City may take up to ten (10) business days to complete the licensure process. Building inspections will typically take between 48 hours to five (5) business days to complete, provided the location passes inspection. 24 hours' notice is needed to schedule an inspection which will generally occur between 2 to 5 days out depending upon workload and special events. An additional five (5) business days may be needed to process a business license application which may include background checks.

By requiring the property to be inspected prior to applying for a business license, it makes it the responsibility of the applicant to ensure safety before they occupy a property and obtain a license.

Department Review:

The Building Department has reviewed this matter as well as Finance, Sustainability, Legal, Engineering, Planning, Budget and Executive.

Alternatives:

A. Approve:

Adopt the ordinance as proposed. This is the recommended action of staff.

B. Deny:

Denying the request would mean that licensing would stay the same and it would result in uninspected premises, large amount of staff time spent scheduling inspections and the City being characterized as having excessive amount of time to process business licenses.

D. Continue the Item:

Continuing the item and providing direction to staff on revisiting the proposed ordinance is an acceptable option, as long as the ordinance would quickly be brought back before the council.

E. Do Nothing:

Doing nothing would produce the same results as denying the proposal.

Significant Impacts:

Approving the request will impact the nightly rental industry the most since the majority of property management companies wait until January to apply for all the new properties they acquired throughout the year instead of applying for the business license as the contract with the owner is signed. The nightly rental community was notified of the proposed changes and a meeting with the Lodging Association was held on July 25, 2013. Follow-up educational classes will also be offered throughout the transition as needed.

Approving the request will impact all applicants applying for a business license that has a physical address within City Limits. The process to obtain a business license will continue to begin in Finance. If it is determined that the applicant will need an inspection prior to applying for the license they will be brought down the Building Department to schedule their inspection, for those applying for a license that does not have a physical address within the City they will then fill out their application at that time and pay for their license.

Funding Source:

Funding for this change is not required.

Consequences of not taking the recommended action:

Denying the request would mean that licensing would stay the same and it would amount to us being unresponsive to concerns over the excessive amount of time the process is taking the City as well as the applicant. Inspections will continue to not get done and will result in an inconsistent standard for all businesses in Park City. Many businesses will continue operating without a complete business license.

Continuing the item and providing direction to staff on revisiting the proposed ordinance is an acceptable option, as long as the ordinance would quickly be brought back before the council.

Recommendation:

Review the ordinance, hold a public hearing and adopt the proposed ordinance which amends Title 4, Chapter 2, Sections 4, 8 and 10 of the Municipal Code of Park City (MCPC). These amendments address inspections for code compliance and license issuance or denial.

Exhibits:

Exhibit A– Ordinance

Exhibit B– Flow chart of current business license process

Exhibit C - Flow chart of proposed business license process

Exhibit D– Checklist for Commercial business licenses

Exhibit E– Checklist for Nightly Rentals business license

Exhibit F– Checklist for Home Occupations business license

Exhibit G– Minutes from 6/27/2013 City Council meeting

**ORDINANCE AMENDING TITLE 4, LICENSING, CHAPTER 2
SECTIONS 4, 8 AND 10 REGARDING INSPECTIONS AND CREATING A PROCESS
FOR INSPECTIONS PRIOR TO BUSINESS LICENSE APPLICATION.**

WHEREAS, the City Council is charged to protect the health and safety of its residents and visitors;

WHEREAS, the current Business License process allows businesses to conduct business at their own risk once application has been submitted for a Business License prior to receiving an inspection of the premises from the City; and

WHEREAS, requiring an inspection before application for a Business License is made will significantly ensure that businesses are inspected and safe prior to the public being on the businesses premises within Park City; and

WHEREAS, the City Council held a public hearing on _____ and deems it in the best interest of the public to support the inspection process prior to business license application as recommended by Building, Finance and Sustainability;

NOW, THEREFORE, BE IT ORDAINED that:

SECTION 1. AMENDMENT. Title 4, Chapter 2 and Sections 4, 8 and 10 are hereby amended as follows:

4- 2- 4. LICENSE APPLICATION.

Applications for business licenses shall be made in writing to the Director or his or her designee. Each application shall state the name of the applicant, the location of the business, if any, the fee and tax to be paid, the name and address of the business agent residing in Park City who is authorized to receive service of process and any communication regarding applicant's license, state sales tax reporting number, state contractor's license number, if applicable, and state real estate broker's license number, if applicable, and shall contain such additional information as may be needed for the purpose of guidance of the Director in issuing the license. **All applications, with the exception of those engaging in business within City limits without a physical address or as exempt by state law, must be accompanied by a completed inspection form provided by the City that proves substantial code compliance for the property.** Any change in the above information furnished by the applicant shall be forwarded in writing, within ten (10) days of the change, to the Director. License application forms shall be prepared and kept on file by the Director or his or her designee.

**4- 2- 8. INSPECTIONS FOR CODE COMPLIANCE/NOTICE OF INFRACTION/
LICENSE PARK CITY MUNICIPAL CODE - TITLE 4 LICENSING**

Prior to the issuance of a license ~~applying for a license to engage in~~ for a new business not previously licensed at that location, or an existing business with a change of location, the applicant shall be required to have ~~inspections to be made~~ the prospective place of business inspected by the appropriate departments of the City or other governmental agency to ensure compliance with building, fire, ~~municipal~~ and health codes. ~~This inspection process does not apply to convention sales and gifting, which will require an inspection after the convention space has been set up and will require a site plan.~~ No license ~~shall be granted~~ can be applied for ~~unless until any the~~ required inspection reveals that the prospective place of business is in substantial compliance with the building, fire, ~~municipal~~ and health codes. ~~If during the inspection process any code infractions are found, corrections shall be made and a re-inspection scheduled within a reasonable period as identified by the inspector or Chief Building Official not to exceed thirty calendar (30) days. If a re-inspection is not scheduled within the specified time frame, a new inspection will be required. Once a property is deemed in substantial compliance with all applicable codes, the inspection will be valid for sixty (60) calendar days unless otherwise identified by the inspector or Chief Building Official.~~ In addition to the business license fees; all new businesses or business locations shall pay an inspection fee as set forth in the rate tables in effect at the time of application. A re-inspection fee may be assessed if more than two (2) inspections are required by the City to meet code compliance. ~~The City may take up to ten (10) business days to complete the licensure process. Prior to the approval/issuance of any business license additional or repeat inspections may be required for locations as identified during the inspection process.~~

Existing places of business licensed within the City may be inspected periodically by departments of the City for compliance with building, fire, ~~municipal~~ and health codes. ~~Floor plans stamped by a design professional will be required if there is a change of occupancy in an existing business.~~ Written notice shall be given by the Director or his or her designee to a licensee upon the finding of any code infractions which notice shall provide for a reasonable period in which to correct such infractions as identified by the inspector or Chief Building Official, the failure of such action shall result in the revocation of the license by the Director or his or her designee and may require the premise be evacuated due to immediate life safety hazards. The Director or his or her designee may request the City Attorney to file a complaint against any applicant or licensee who conducts business without prior approval from the appropriate departments of the City for noncompliance with the required standards.

4- 2-10. LICENSE ISSUANCE OR DENIAL.

~~Upon receipt by the Director or his or her designee of a completed license application and full payment of the fees, the City will not prosecute under Section 4-2-1 of this chapter for doing business without a license during the review and inspection process.~~ The Director or his or her designee shall notify the applicant of:

- (A) The denial of a license and the reason for such denial; or
- (B) The issuance of the license.

~~Any applicant doing business during the review period proceeds at their own risk and no legal or equitable rights exist prior to the issuance of the actual license certificate.~~

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

PASSED AND ADOPTED this ____ day of ____, 2013.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

City Recorder

Approved as to form:

City Attorney

EXHIBIT B - BUSINESS LICENCE PROCESS NOW

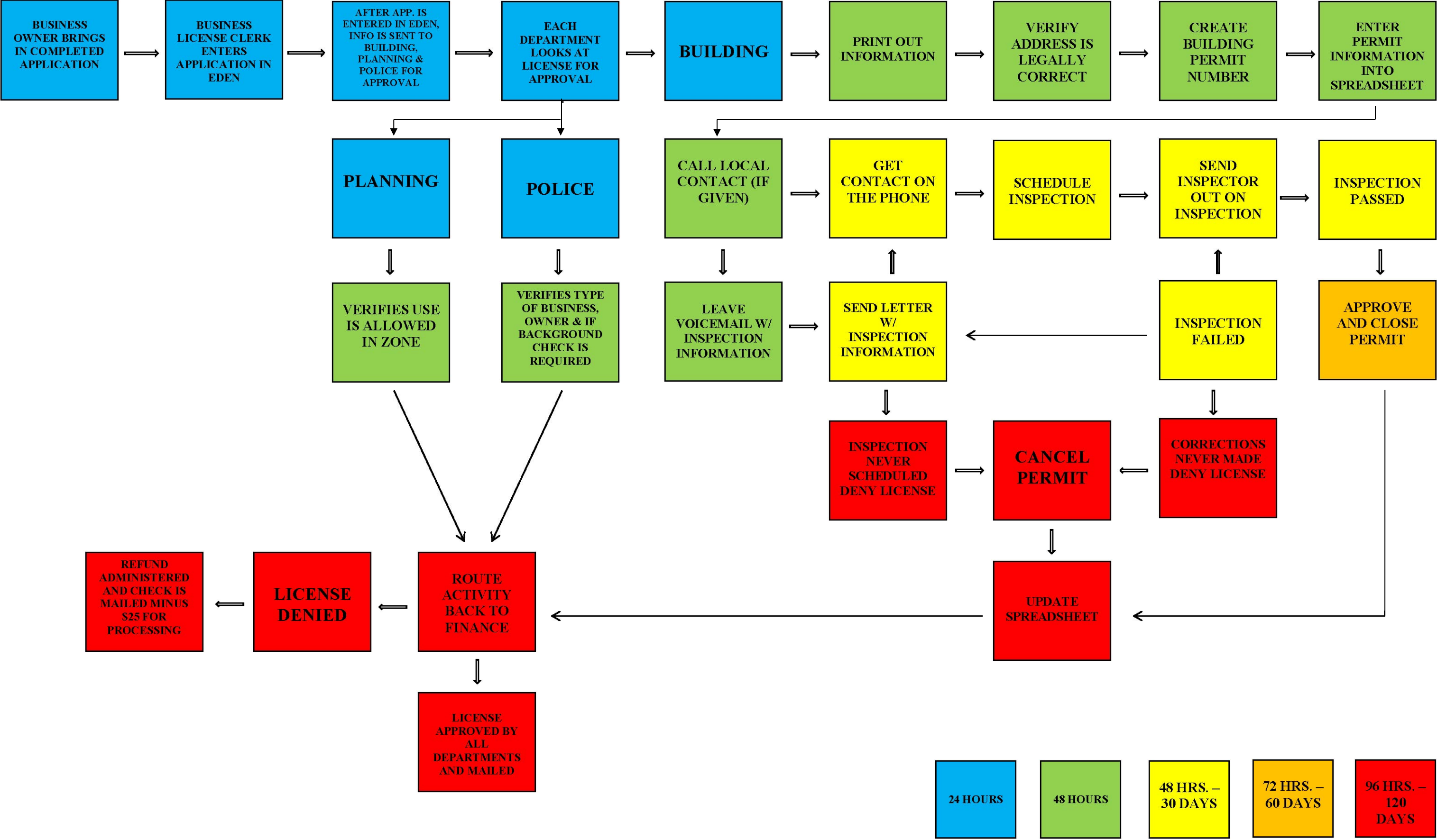


EXHIBIT C – PROPOSED BUSINESS LICENSE PROCESS

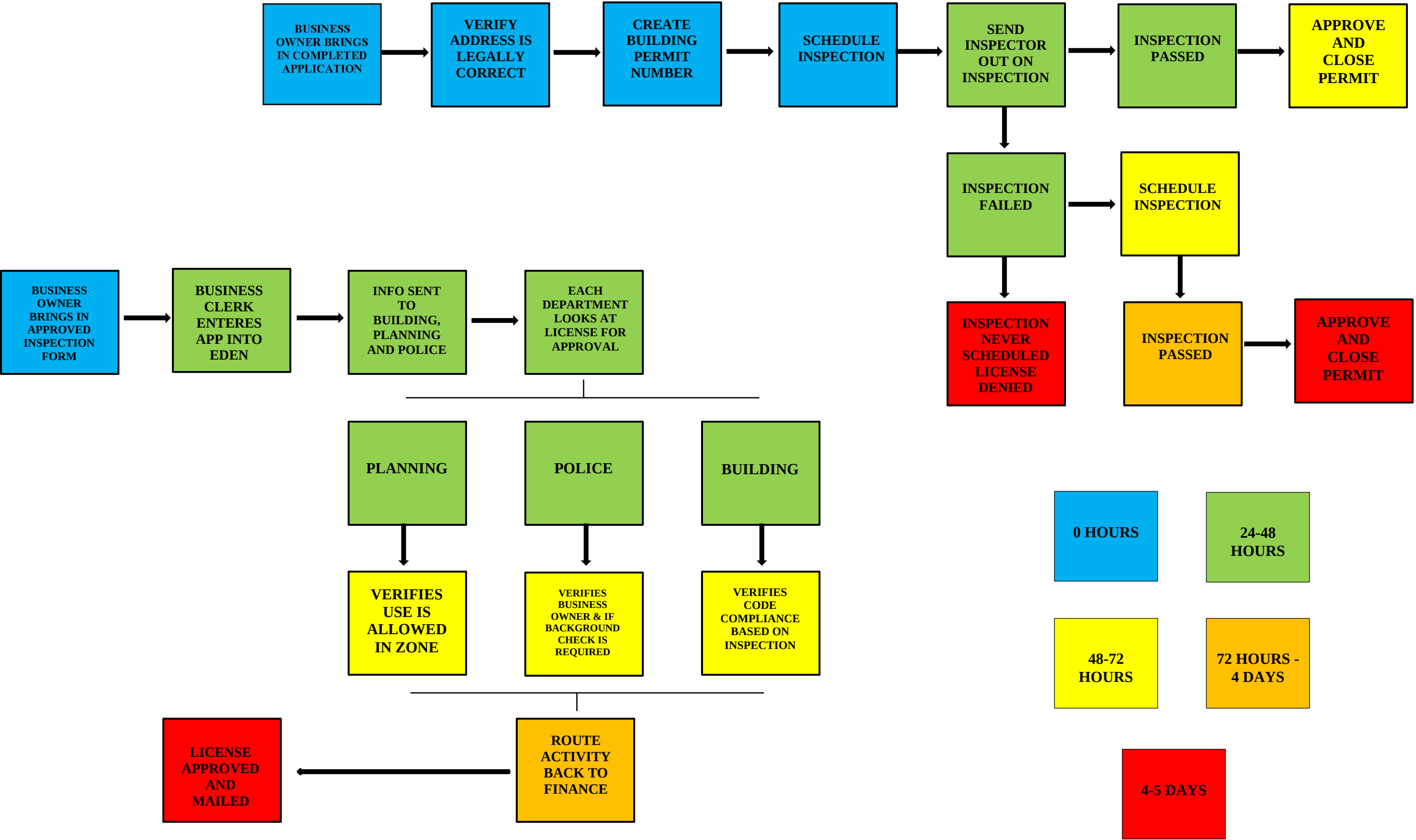


EXHIBIT D



Under Title 4-2-8 of the Park City Municipal Corporation Municipal Code / Land Management Code it states that prior to the issuance of a license to engage in a new business not previously licensed at that location, or an existing business with a change of location, the applicant shall be required to permit inspections to be made of the prospective place of business of the applicant by the Building Department.

Please call **435-615-5101** when you are ready for inspection you will initially be contacted within five (5) business days by the Building Department; however, it is the applicants/local contacts responsibility to ensure there is an inspection within sixty (60) days of application.

COMMERCIAL BUSINESSES

Below is a list of the most common life safety concerns that are found during Commercial Business License inspections within Park City. This list is not inclusive of the Building or Fire Code but only addresses the most common concerns. Commercial businesses are also required to comply with all applicable codes. Please contact Park City Building Department with any questions.

1. Missing street address or unit numbers.
2. Exit illumination and emergency lighting not working or missing.
3. GFCI breakers are not working
4. Missing handrails
 - a. Required on all stairs
5. Outdated fire extinguisher
 - a. Fire extinguisher must also be mounted 60" from the floor and visible
 - b. Needs to be 10 lb. ABC
6. Outdated fire riser or class one hood
7. Panic hardware must be installed
 - a. Thumb bolts are not allowed
8. Electrical panel must have working clearances
 - a. Must be a minimum of 30" in width 3' in front and to the ceiling (known as dedicated space)
9. Obstruction to fire sprinkler heads
 - a. No storage 2' from ceiling
 - b. No storage 18" below the head
10. Obstruction to exits, halls and/or corridors
11. Hazardous storage of material
 - a. Material is over quantity
 - b. Location of material
12. Trip hazards
 - a. Anything in the walkway that would cause an obstruction (i.e. electrical cords)
13. Proper mechanical installation.

Please do a walk-thru of your property before calling for an inspection.

Even if it has been used before as a commercial business, it may not have all the updates required to pass inspection.



Under Title 4-2-8 of the Park City Municipal Corporation Municipal Code / Land Management Code it states that prior to the issuance of a license to engage in a new business not previously licensed at that location, or an existing business with a change of location, the applicant shall be required to permit inspections to be made of the prospective place of business of the applicant by the Building Department.

Please call **435-615-5101** when you are ready for inspection. You will initially be contacted within five (5) business days by the Building Department; however, it is the applicants/local contacts responsibility to ensure there is an inspection within sixty (60) days of application.

NIGHTLY RENTALS

Most common reasons why you may fail inspection:

Below is a list of the most common life safety concerns that are found during a Nightly Rental License inspection within Park City. This list is not inclusive of the Building or Fire Code but only addresses the most common concerns. Nightly Rental properties are also required to comply with all applicable codes. Please contact Park City Building Department with any questions.

1. Smoke alarms (less than 10 yrs. old) are required in each bedroom, each adjacent hallway to a bedroom and one on each floor, including basement
2. Carbon Monoxide detectors are required on each floor
3. GFCI breakers are required in bathrooms, non-dedicated garage plugs and kitchen countertops (including islands or wet bars)
4. Water heaters
 - a. strapped with approved straps (one strap on the top third and one on the bottom third of the tank)
 - b. water heater expansion tank must also be strapped
 - c. must be de-rated and have a sticker to reflect
 - d. proper venting and gas connections
5. Furnace
 - a. Must have required clearances and access
 - b. Correct venting and gas/electrical connections
 - c. Combustion air
6. Handrails are required on any stairs over three risers
7. Hot Tubs
 - a. Disconnect must be a minimum of 5' but no more than 50' away (5 to 50 rule)
 - b. Guardrails must be provided on a raised deck
 - c. Glass within 5' must be tempered
8. Windows must be tempered in hazardous locations
9. A fire extinguisher must be provided in each unit, (type 2A, 10 lbs.)
10. Emergency egress windows in bedrooms
11. Buildings with fire sprinkler require annual inspections
12. Zoning regulations and the correct use for the structure (single family home, accessory apartment, duplex, etc)
13. The space must have adequate sanitary facilities.
14. Gas fired appliances are not allowed in sleeping areas.
15. Number of bedrooms and square footage must match what is listed on the application.

Please do a walk-thru of your property before calling for an inspection.



Under Title 4-2-8 of the Park City Municipal Corporation Municipal Code / Land Management Code it states that prior to the issuance of a license to engage in a new business not previously licensed at that location, or an existing business with a change of location, the applicant shall be required to permit inspections to be made of the prospective place of business of the applicant by the Building Department.

Please call **435-615-5101** **when you are ready for inspection.** You will initially be contacted within five (5) business days by the Building Department; however, it is the applicants/local contacts responsibility to ensure there is an inspection within sixty (60) days of application.

HOME OCCUPATIONS

Most common reasons why you may fail inspection:

Below is a list of the conditions of a Home Occupation. Home Occupations are also required to comply with all applicable codes. Please contact Park City Building Department with any questions.

1. Missing street address or unit numbers.
2. Only persons making the home their primary residence may be employed in the business that operates from the home.
 - a. A nightly rental cannot be located at the same location.
3. The sale of on-site goods or merchandise is prohibited.
 - a. EXCEPT: goods or merchandise that are produced on the premises or are Incidental Retail Sales
4. Outdoor yard space cannot be used to conduct business.
5. Mechanical equipment shall be limited to small tools
 - a. Such tools cannot generate noise, vibration, smoke, dust, heat, glare or odors that can be detected beyond the premise of the building.
6. Total area used for the home occupation shall be limited to no more than one-half (1/2) of the floor area of the first floor.
 - a. This does not require the home occupation to occupy only the first floor.
7. Home occupation will not change the residential character of the building.
8. Outdoor storage of equipment, materials and supplies is prohibited.
 - a. If a garage is used for storage it shall not displace required off-street parking.
9. No exterior advertising can be used by window displays or signs.
10. No traffic may be generated that creates greater parking needs.

Please do a walk-thru of your property before calling for an inspection.

City Council Staff Report



PLANNING DEPARTMENT

Subject: 7620 Royal Street East
Third Amended Record of Survey
Royal Plaza condominiums
Author: Kirsten A. Whetstone, AICP
Project #: PL-13-01967
Date: September 5, 2013
Type of Item: Administrative – Condominium Record of Survey Amendments

Summary Recommendations

Staff recommends the City Council conduct a public hearing, discuss the application for an amendment to the Royal Plaza condominiums record of survey plat, and consider approving the plat amendment based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance.

Topic

Applicant: Robert Wells, Deer Valley Resort Company, representing the Owner of Unit 401 and the Royal Plaza HOA
Zoning: Residential Development as part of the Deer Valley Master Planned Development (RD-MPD)
Adjacent Land Uses: Condominiums, support commercial, offices, ski terrain of Deer Valley Resort
Reason for Review: Amendments to condominium record of survey plats require Planning Commission review and recommendation to City Council.

Proposal

The owner of Royal Plaza condominiums Unit 401 and the Royal Plaza HOA are requesting an amendment to the record of survey plat to convert limited common deck and chimney area to private area for Unit 401. There is a net increase of approximately 40 square feet of private area for the unit. The Homeowner's Association voted to approve the revisions and the required amendment to the record of survey.

Background

Royal Plaza Condominiums are located on Lot A of the Silver Lake Village No. 1 Subdivision. The Subdivision was recorded in November 8, 1989. The condominium record of survey plat was recorded on April 4, 1991. The property was developed, subject to requirements and restrictions of the Deer Valley Master Planned Development (MPD) as a mixed use condominium building with residential, commercial, and office uses with underground structured shared parking.

Lot A was approved in the MPD for seven residential units or 7 Unit Equivalents (UEs)

using the table in the Land Management Code at the time of development. The subdivision plat includes a note that allows 14,400 square feet of commercial/offices uses on Lot A. An additional 5% floor area (1,390 sf) is allowed for support commercial and an additional 5% (1,390 sf) is allowed for meeting space per the MPD. Thirteen residential units were developed under the unit equivalent option as 9 one- bedroom units, 2 two-bedroom units, and 2 three-bedroom units equating to 7.27 UE.

On June 27, 2002, the City Council approved the 1st Amended Royal Plaza record of survey plat to identify and add commercial space within the building. The first amended Royal Plaza record of survey plat was recorded on April 30, 2003. Unit 401 was not changed by the First Amended plat.

On September 3, 2009 the City Council approved the 2nd Amended Royal Plaza record of survey plat for the following revisions: 1) convert 150 sf of limited common deck area appurtenant to Units 301 and 309 into private space for Unit 309, 2) convert 425 sf of common area (within the existing walls and roof of the building) to private area for Unit 402, 3) convert 346 sf of limited common deck area appurtenant to Unit 402 as private area for this Unit, and 4) convert 151 sf of private space currently within Unit 402 to limited common deck area. The total residential UE allowed after the 2nd Amended plat was 7.622. The 2nd Amended plat increased the existing private floor area for 301, 309, and 402 by 705 sf (0.352 UE). Unit 401 was not changed by the Second Amended plat.

Concurrent with the Second Amended plat was an approval to amend the Deer Valley MPD to transfer 1,038 sf of unallocated, un-built commercial UE from Silver Lake to Royal Plaza to resolve the discrepancy in the square footage of built UE as compared to MPD allowed UE. The MPD (Eleventh Amended) currently allows for 7.6215 residential UE (15,243 sf) residential, 14,400 sf (14.4 UE) commercial, in addition to allowed support commercial and support meeting space.

On June 28, 2013, an application for a plat amendment was submitted to the Planning Department requesting to convert 40 square feet of existing limited common deck area to private area for Unit 401. Unit 401 currently contains 2,124 sf (1.062 UE) of private area. The requested amendment would add 40 sf (0.02 UE) of private area for a unit size of 2,164 sf (1.082 UE).

On August 14, 2013 the Planning Commission conducted a public hearing and unanimously voted to forward a positive recommendation to the City Council. There was no public input provided at the hearing (Exhibit F).

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/CUP	Proposed
--	--------------------------------------	-----------------

Height	Zone height is 33' with pitched roof. Existing height is 59' - Height exception was granted in the Master Plan for Lot A.	No additional building height is proposed. All proposed construction would be within the existing building envelope and roof structure. No change
Front setback	4' to 29' to Lot Boundary. 30' to Royal Street ROW per MPD and plat	No construction is proposed into the existing front setbacks. No change
Rear setback	0' to 5' to Lot boundary per MPD and plat	No construction is proposed into the existing rear setbacks. No change
Side setbacks	0' to 5' to Lot boundary per MPD and plat	No construction is proposed into the existing side setbacks. No change
Residential Unit Equivalents and Floor Area	Approved for 7.6215 UE constructed as 13 Units under the MPD unit equivalent option. Existing residential unit floor area is 15,243 sf.	Request to increase by 40 sf (0.02 UE) to 15,283 sf. Rounding to tenths of UE the increase is 7.62 to 7.64 UE. Staff finds this increase is diminimus and that an MPD amendment is not required. There is no change in building footprint, height, number of units, number of bedrooms, or parking requirement.
Commercial and Office uses	14,312 sf total commercial space.	No change to commercial, office, meeting, or support uses proposed. 14,400 sf commercial/offices allowed per the subdivision plat. Complies.
Parking	168 total parking spaces- 58 apportioned by easements to Royal Plaza- 15 spaces for the residential units, 43 spaces for the 14,400 allotted commercial space.	No changes are required to the number of parking spaces, as no additional bedrooms are created and proposed unit size does not create added parking demand. No changes.

On August 5, 2013, the Royal Plaza owners association voted to approve and consent

to the transfer of limited common space to private space for unit 401(Exhibit D). According to the minutes 97.7% of the voting power of the Association approved the proposal (one unit did not return the ballot).

The change in residential UE of 0.02 UE is diminimus and Staff finds that an MPD amendment is not required. No new building footprint area is created. No new units are created and the MPD concept and configuration of property and uses are not changed. No new uses are created with the plat amendment and only the legal ownership of existing space is modified. 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.

Department Review

The application has been reviewed by the Development Review Committee. No additional issues were raised.

Alternatives

- The City Council may approve the Third Amended Record of Survey for Royal Plaza as conditioned or amended, or
- The City Council may deny the plat amendment and direct staff to make findings for this decision, or
- The City Council may continue discussion and action on the plat 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 has not received any public input at the time of this report.

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 the application for an amendment to the Royal Plaza condominiums record of survey plat, and approving the plat amendment 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

Exhibit B- Floor Plans and Elevations showing proposed changes

Exhibit C- Minutes of HOA meeting approving the changes

Exhibit D- Recorded Royal Plaza Plat

Exhibit E- SBWRD letter

Exhibit F- August 14, 2013 Planning Commission minutes

Ordinance No. 13-

AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE ROYAL PLAZA CONDOMINIUM RECORD OF SURVEY PLAT LOCATED AT 7620 ROYAL STREET EAST, PARK CITY, UTAH.

WHEREAS, the Royal Plaza Owner's Association and the owner of property known as Unit 401 Royal Plaza Condominiums, located on Lot A of the Silver Lake Subdivision at 7620 Royal Street East, have petitioned the City Council for approval of a plat amendment to convert 40 sf of limited common deck area for Unit 401 to private area for Unit 401; 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 14, 2013 to receive input on the proposed amendment to the record of survey plat;

WHEREAS, the Planning Commission, on August 14, 2013 forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 5, 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 is located at 7620 Royal Street and is Unit 401 of the Royal Plaza condominiums.
2. The Royal Plaza condominium building is located on Lot A of the Silver Lake # 1 Subdivision. The subdivision plat was recorded on November 8, 1989.
3. On April 4, 1991, a record of survey plat was recorded creating 13 residential condominiums (7.269 UE) and 13 commercial/office condominiums identifying private, common, and limited common areas with underground shared parking to be known as the Royal Plaza Condominium plat.

4. Unit 401 was platted with 2,124 square feet of private living area.
5. 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.
6. On June 27, 2002, the City Council approved the 1st Amended Royal Plaza record of survey plat to identify and add commercial space within the building. The first amended Royal Plaza record of survey plat was recorded on April 30, 2003.
7. Unit 401 was not changed by the First Amended plat.
8. On September 3, 2009, the City Council approved the 2nd Amended Royal Plaza record of survey plat to 1) convert 150 sf of limited common deck area appurtenant to Units 301 and 309 into private space for Unit 309, 2) convert 425 sf of common area (within the existing walls and roof of the building) to private area for Unit 402, 3) convert 346 sf of limited common deck area appurtenant to Unit 402 as private area for this Unit, and 4) convert 151 sf of private space currently within Unit 402 to limited common deck area. The total residential UE allowed after the 2nd Amended plat was 7.622 UE. The 2nd Amended plat increased the existing private floor area for 301, 309, and 402 by 705 sf (0.352 UE). The plat was recorded on February 1, 2010
9. Unit 401 was not changed by the Second Amended plat.
10. Concurrent with the Second Amended plat was an approval to amend the Deer Valley MPD to transfer 1,038 sf of unallocated, un-built commercial UE from Silver Lake to Royal Plaza to resolve the discrepancy in the square footage of built UE as compared to MPD allowed UE. The MPD (Eleventh Amended) currently allows for 7.6215 residential UE (15,243 sf) residential, 14,400 sf (14.4 UE) commercial, in addition to support commercial and meeting space.
11. On June 28, 2013, an application for a plat amendment was submitted to the Planning Department requesting to convert 40 square feet of existing limited common deck area to private area for Unit 401. Unit 401 currently contains 2,124 sf of private area (1.062 UE- rounds to 1.06 UE). The requested amendment would add 40 sf (0.02 UE) of private area for a unit size of 2,164 sf (1.082 UE- rounds to 1.08 UE).
12. The change in residential UE of 0.02 UE is diminimus and an MPD amendment is not required. No new building footprint area is created. 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 and only the legal ownership of existing space is modified. 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.
13. The State Condominium Act requires a vote of the condominium owners and approval of the amendment by 2/3 of the condominium owners.
14. On August 5, 2013, the Royal Plaza owners association voted to approve and consent to the transfer of limited common space to private space for unit 401. According to the minutes, 97.7% of the voting power of the Association approved the proposal (one unit did not return the ballot). Additionally, the owners voted to

authorize and direct Mr. Wells to execute an amendment to the Declaration of Condominium and to make submittal to the City for a record of survey plat amendment.

15. The existing parking garage contains 168 parking spaces apportioned by easements to Royal Plaza (58 spaces), Mt. Cervin (35 spaces), and Deer Valley Resort (75 spaces). The Royal Plaza residential parking space allocation of 15 is based on a rate of 1 space for each of the 9 one bedroom units, 1.5 spaces for each of the 4 two and three bedroom units. The number of bedrooms does not increase with the expansion. There is sufficient parking to accommodate the proposed expansions and no additional parking demand is created.
16. The proposal is unique in that there is no increase in building footprint or units and no impacts on the use or developed space at Royal Plaza. Only legal ownership of existing space is modified. The proposal is not precedent setting.
17. 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, Silver Lake Village No. 1 Subdivision Parcel A, and Royal Plaza condominium record of survey plat shall 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.

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 Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491 as prescribed by the laws of the State of Utah, and that by authority of the owners, I have caused to be made under my direction this Record of Survey map of the THIRD AMENDED ROYAL PLAZA, a Utah Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act.

John Demkowicz Date

LEGAL DESCRIPTION

UNIT 401, ROYAL PLAZA, a Utah Condominium Project, together with its undivided appurtenant ownership interest in and to the common areas and facilities of the project, as the same are identified and established in the Record of Survey Map recorded April 4, 1991, as Entry No. 338594 and the Declaration of Condominium for Royal Plaza recorded April 4, 1991, as Entry No. 338595 in Book 601 at Page 788 of the official records, in the office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of Unit 401, ROYAL PLAZA, a Utah Condominium Project, hereby certifies that he has caused this survey to be made, and this Third Amended Record of Survey Map to be prepared and consents to the recordation of this Third Amended Record of Survey Map.

In witness whereof, the undersigned set his hand this ____ day of _____, 2013.

By: Peter DeSoto, Owner

ACKNOWLEDGMENT

State of _____;
County of _____;

On this ____ day of _____, 2013, personally appeared before me, the undersigned Notary Public, in and for said county and state, Having been duly sworn, Peter DeSoto acknowledged to me that he is the owner of Unit 401, Royal Plaza and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name _____
Residing in: _____
My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned representative of the herein described condominium association, hereby certifies that he has caused this survey to be made and this Third Amended Record of Survey Map to be prepared and consents to the recordation of this Third Amended Record of Survey Map.

In witness whereof, the undersigned set his hand this ____ day of _____, 2013.

ROYAL PLAZA CONDOMINIUM ASSOCIATION

By: Robert W. Wells, Secretary/Treasurer

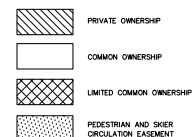
ACKNOWLEDGMENT

State of _____;
County of _____;

On this ____ day of _____, 2013, personally appeared before me, the undersigned Notary Public, in and for said County and State, Robert W. Wells, being duly sworn, acknowledged to me that he is the Secretary/Treasurer of the ROYAL PLAZA CONDOMINIUM ASSOCIATION, and that he signed the above Owner's Dedication and Consent to Record for, on, and in behalf of all of the unit owners at the ROYAL PLAZA Condominium Project acting as a group (under the name Royal Plaza Owners Association, Inc.) in accordance with the Utah Condominium Ownership Act.

Notary Public _____
Residing in: _____
My commission expires: _____

LEGEND

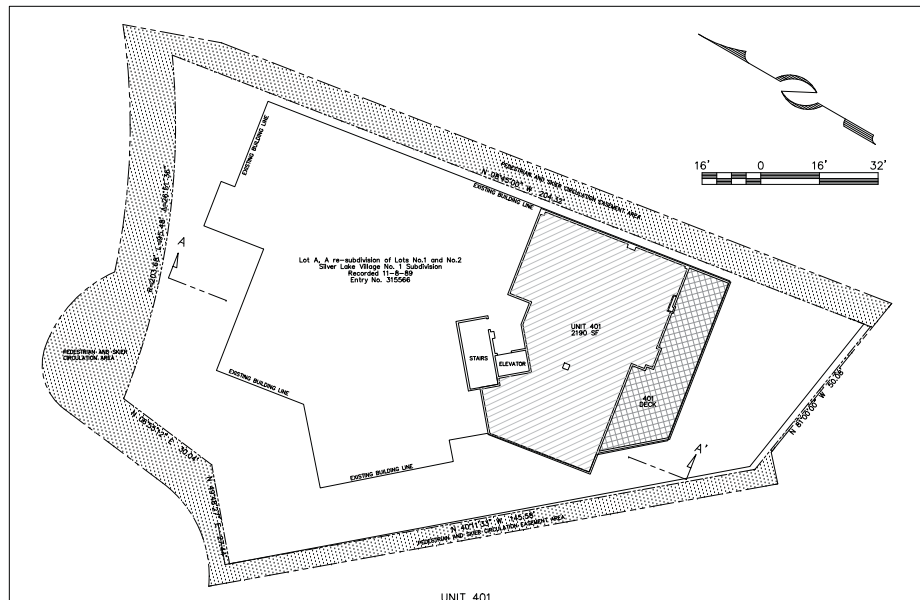


THIRD AMENDED RECORD OF SURVEY MAP ROYAL PLAZA

A UTAH CONDOMINIUM PROJECT
LOCATED IN SE 1/4 OF SECTION 8 & SW 1/4 OF SECTION 9
T2S, R4E, SALT LAKE BASE & MERIDIAN

EXHIBIT A

SHEET 1 OF 2



NOTES

- This Third Amended Record of Survey Map reflects the changes of ownership of Units 401, and except as shown on this Plat, no other changes to the Condominium Project are being made.
- All other conditions of approval of the ROYAL PLAZA Condominiums, recorded April 4, 1991, as Entry #338594 in the Summit County Records Office, shall remain intact.
- The dimensions of the private spaces and square footage calculations are based on the Record of Survey Map of ROYAL PLAZA Condominiums (see Note 1), and from drawings supplied by MPA Architecture. Minor variations may occur. It is the intent that the private ownership area of the units will be as constructed.
- All structural elements are designated as common areas.
- The street address of Royal Plaza Condominiums is: 7620 Royal Street East.
- Maintenance of all required elements of the fire protection plan, including residential fire sprinkler system shall be required.
- The units of this condominium are served by a Common Private Lateral Wastewater Line. The Royal Plaza Condominium Association shall be responsible for the ownership, operation and maintenance of all Common Private Wastewater Lines.

(435) 648-9487



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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____

DAY OF _____, 2013 A.D.

BY _____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____

DAY OF _____, 2013 A.D.

BY _____
CHAIR

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 _____ DAY

OF _____, 2013 A.D.

BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY

OF _____, 2013 A.D.

BY _____
MAYOR

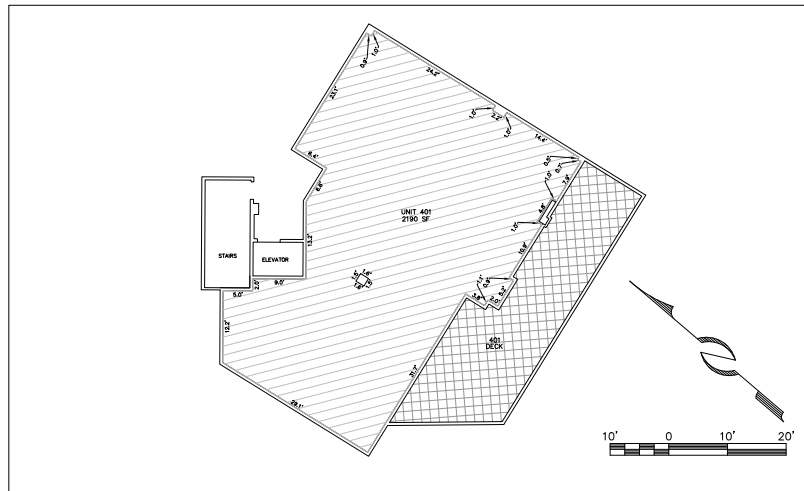
RECORDED

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

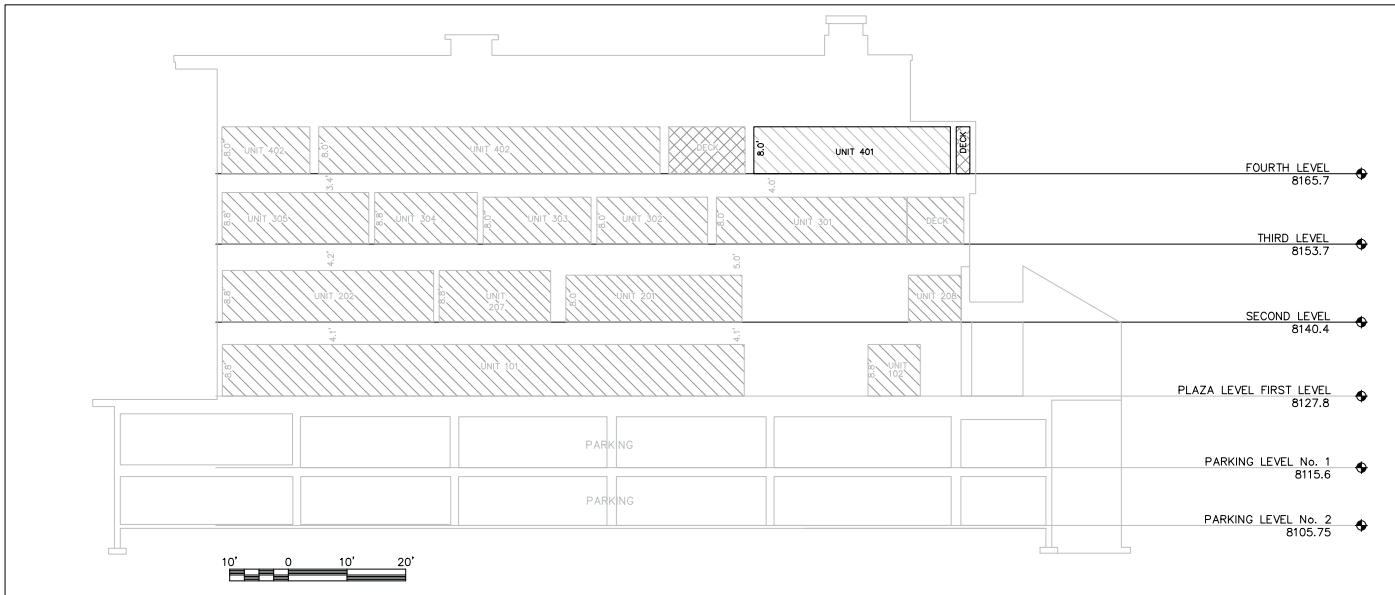
DATE _____ TIME _____ BOOK _____ PAGE _____

ENTRY NO. _____ FEE _____ RECORDER _____

4/14/13 JOB NO.: 12-4-13 FILE: X:\SilverLakeVillage.dwg\an\plot2013\120413.dwg



UNITS 401



BUILDING SECTION A-A'

LEGEND	
	PRIVATE OWNERSHIP
	COMMON OWNERSHIP
	LIMITED COMMON OWNERSHIP
	PEDESTRIAN AND SKIER CIRCULATION EASEMENT

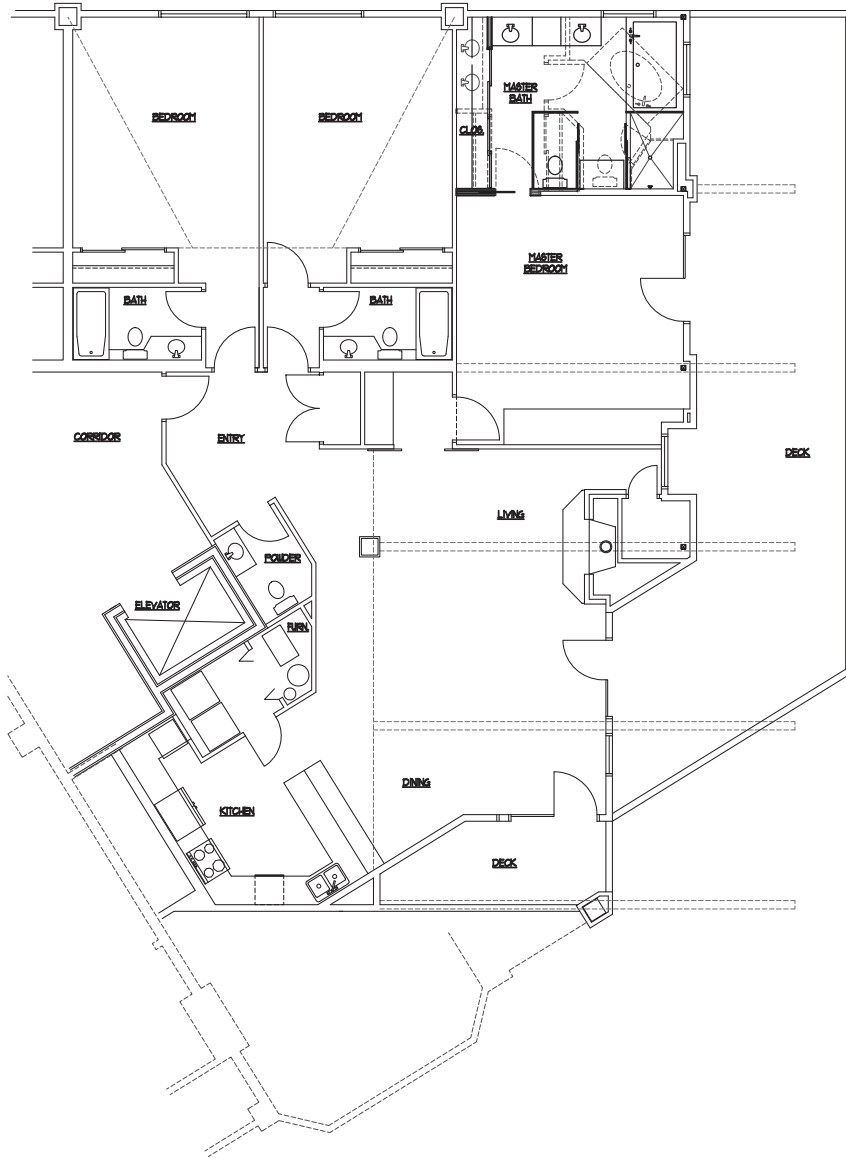
THIRD AMENDED
RECORD OF SURVEY MAP
ROYAL PLAZA
A UTAH CONDOMINIUM PROJECT
LOCATED IN SE 1/4 OF SECTION 8 & SW 1/4 OF SECTION 9
T2S, R4E, SLB & M

SHEET 2 OF 2

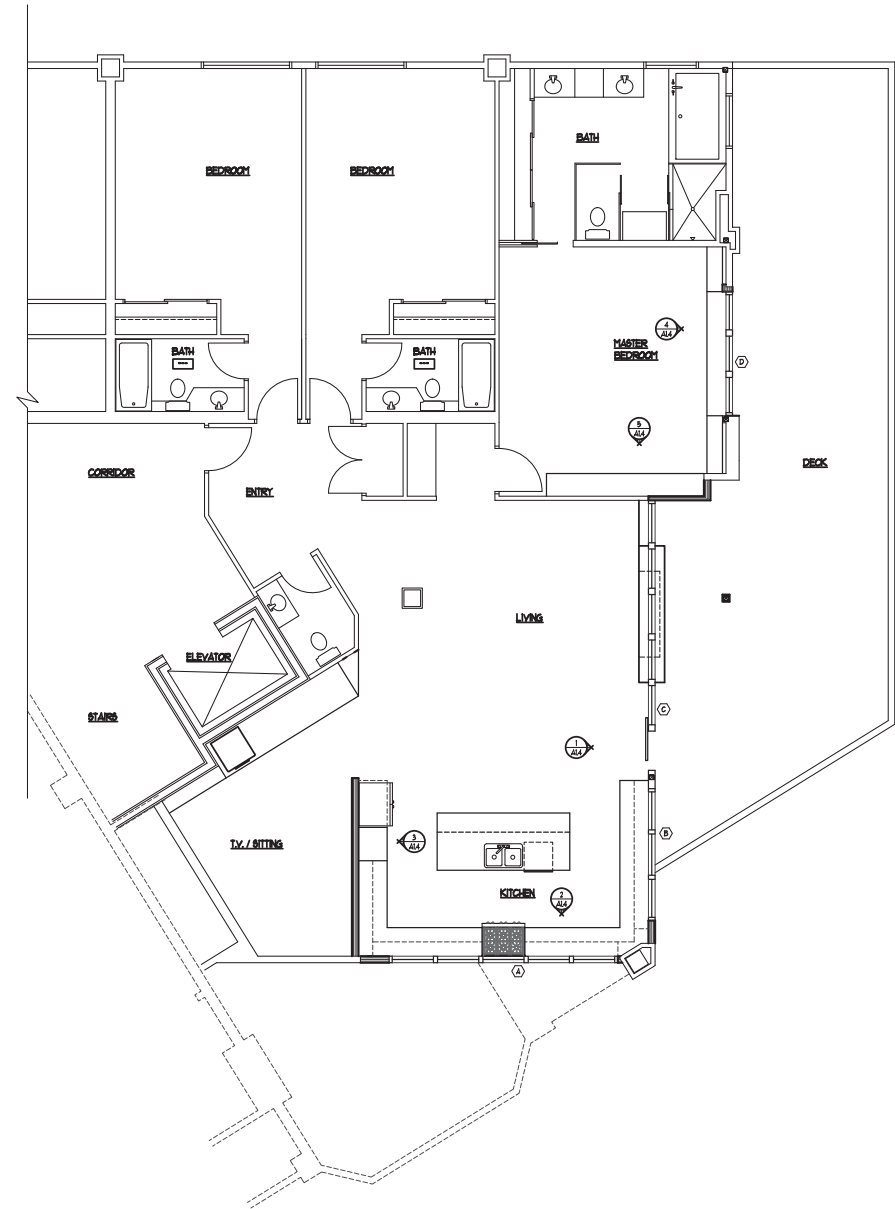
6/14/15 JOB NO.: 12-4-13 FILE: X:\SilverLakeVillage\dwg\ar\plat\plat2015\120413.dwg

RECORDED			
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED			
AT THE REQUEST OF _____			
DATE _____	TIME _____	BOOK _____	PAGE _____
ENTRY NO. _____	FEE _____	RECORDER _____	

EXHIBIT B



EXISTING CONDITIONS FLOOR PLAN -
UNIT #401



PROPOSED FLOOR PLAN - UNIT #401



UNIT #401 INTERIOR RENOVATION - PHASE 2

ROYAL STREET PLAZA
7620 ROYAL STREET EAST
DEER VALLEY, PARK CITY, UTAH

A1.1

DRAWING 1 OF 1



472 North Freedom Blvd.
Provo, Utah 84601

Tel: (801) 374-4000
Fax: (801) 374-4005

Alan R. Poulson
Ronald B. Jones
Bruce T. Fallon

Date: April 30, 2013
Revision:

Not to scale
For reference only
Not for construction
For information only
Not for construction
For information only

ROYAL PLAZA



ROYAL PLAZA - UNIT #401 - EXISTING SOUTH ELEVATION ✓



ROYAL PLAZA - UNIT #401 - PROPOSED SOUTH ELEVATION

RECEIVED
JUN 28 2013
PARK CITY
PLANNING DEPT

**SPECIAL MEETING OF OWNERS
of
ROYAL PLAZA OWNER'S ASSOCIATION, INC.**

Minutes:

A Special Meeting of the owners of Royal Plaza Owner's Association was held at 9:00 AM on Monday, August 5, 2013 at 7620 Royal Street East, Suite 205, Park City, Utah to consider the proposal of Peter Desoto to amend the Declaration of Condominium and the Record of Survey Map for Royal Plaza Condominiums as described in the Notice of Special Meeting attached hereto.

Present in person were Robert W. Wells, Vice President of the Board of Trustees of the Association, Lessing S. Stern, President of the Association and Debra Cole, Secretary – Treasurer of the Association. The meeting was called to order by Vice President Wells. Vice President Wells indicated that proper notice of the Special Meeting had been given by mailing a copy of the Notice, with attachments, to all of the unit owners on July 17, 2013. Mr. Wells advised that the three Trustees present represent 60.525% of the voting power of the Association either in their personal capacity or as officers of unit owners' Deer Valley Resort Company, Royal Street Corporation, or Royal Street Land Company and that a quorum was present for the Special Meeting. The Trustees present have executed proxies and ballots for the 60.525% voting power that they represent in favor of the proposal. Mr. Wells further indicated that he was holding executed proxies and ballots from 8 of the 9 remaining Unit owners, with one Unit indicating a vote at the discretion of the Board of Trustees and the remainder of the Units voting for the proposal. One Unit had not returned their ballot. Mr. Wells moved to vote the one discretionary proxy in favor of the proposal. Ms. Cole seconded and the motion passed unanimously. Mr. Wells announced that 97.7% of the Units and voting power of the Association had approved the proposal. There was no opposition communicated regarding the proposal. All proxies and ballots are attached to these minutes.

Ms. Cole moved that Mr. Wells, as Vice President, be authorized and directed to execute an Amendment to Declaration of Condominium and an Amendment to Record of Survey Map for Royal Plaza, a Utah condominium project, Park City, Summit County, Utah, on behalf of the Association and to cause said Amendments to be recorded in the office of the Summit County, Utah Recorder, consistent with the information provided in the Notice of this Special Meeting.

There being no further business, the Special Meeting was adjourned at approximately 9:15 AM, August 5, 2013.


Robert W. Wells, Vice President

Royal Plaza Homeowners					
Unit 401 Proposal					
7/16/2013					
		7/16/2013	Formula:		
		Ballot Vote	YES Votes		
Unit #	Ballot Received	YES / NO	Ownership %		
Unit X	8/5/2013	YES	12.179%		
Unit X	7/30/2013	YES	1.114%		
Unit X	7/30/2013	YES	4.387%		
Unit X	7/30/2013	YES	4.908%		
Unit X	7/30/2013	YES	4.868%		
Unit X	7/30/2013	YES	5.635%		
Unit X	7/30/2013	YES	3.130%		
Unit X	7/30/2013	YES	1.176%		
Unit X	7/30/2013	YES	2.315%		
Unit X	7/30/2013	YES	8.821%		
Unit X	7/30/2013	YES	2.412%		
Unit X	7/30/2013	YES	1.317%		
Unit X	7/30/2013	YES	0.175%		
Unit X	7/26/2013	YES	3.089%		
Unit X	7/31/2013	YES	2.646%		
Unit X	7/31/2013	YES	2.668%		
Unit X	7/26/2013	YES	2.587%		
Unit X	7/30/2013	YES	2.712%		
Unit X	7/31/2013	YES	4.234%		
Unit X	7/30/2013	YES	2.281%		
Unit X	7/29/2013	YES	2.284%		
Unit X	7/26/2013	YES	3.925%		
Unit X	7/31/2013	YES	6.628%		
Unit X	7/26/2013	YES	7.954%		
Unit X	7/29/2013	YES	4.241%	* At Discretion of Board	
Unit X	No response		0.000%		
			97.686%		

SURVEYOR'S CERTIFICATE

I, John Williams, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 6184 as prescribed by the laws of the State of Utah; and that I have caused to be made, under my direction, and by authority of the center, a survey of the parcel described tract of land and this Record of Survey Map of ROYAL PLAZA, a Utah Condominium Project, in accordance with the provisions of Section 37-8-19 of the Utah Code Annotated, 1993, as amended, and all other provisions of the Utah Condominium Ownership Act. I certify that my accuracy and its compliance with the minimum standards of said act, to the best of my knowledge.

John Williams
JOHN WILLIAMS, L.S. NO. 6184

4-2-91
DATE



LEGAL DESCRIPTION

LOT A of a subdivision in Lots 1 and 2 Silver Lake Village No. 2 Subdivision according to the official Plat thereof recorded as Entry No. 310888 in the official records of Summit County, Utah on November 8, 1989.

Subject to and together with the rights and obligations of Royal Plaza Land Company created as granted by the following instruments of record in the Office of the County Recorder of Summit County, Utah:
a. Parking Facility Agreement, Entry No. 310887, Book 545, Page 757;
b. Deed of Perpetual Easement, Entry No. 310750, Book 542, Page 470;
c. Deed of Perpetual Easement, Entry No. 310750, Book 542, Page 480;
d. Deed of Perpetual Easement, Entry No. 310750, Book 542, Page 488;
e. Deed of Perpetual Easement, Entry No. 310750, Book 542, Page 502;
f. Deed of Perpetual Easement, Entry No. 310767, Book 545, Page 710;
g. Easement Agreement, Entry No. 310889, Book 545, Page 524; and
h. Deed of Easement, Entry No. 310890, Book 545, Page 524.

ALSO, Subject to and together with the rights and obligations created by that certain unrecorded agreement dated June 25, 1989 between Royal Street Land Company and Deer Valley Mount, Company.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents, That Silver Star Corporation, a Utah Corporation, the owner of the parcel described tract of land, to be hereinafter known as ROYAL PLAZA, a Utah Condominium Project, hereby issues this deed to be placed into the public trust, limited common areas, and common areas, as set forth in this Record of Survey Map and in the Declaration Substantiating the property to the provisions of the Utah Condominium Ownership Act, and further does hereby dedicate for the perpetual use of owners of condominiums in ROYAL PLAZA all common areas and private roads and does further dedicate for the use by easement and utility service recipient an express and appurtenant easement over the common areas and private roads and does hereby, ratify and agree, hereinafter, that the City Municipal Corporation and Snyderville Basin Sewer Improvement District, against any and all easements or restrictions along the private roads and common areas which would interfere with the City's or District's use, operation and maintenance of public sanitary sewers and water lines as now located or hereinafter located by sanitary plans.

SILVER STAR CORPORATION
A UTAH CORPORATION
Leanne S. Stearns
LEANNE S. STEARNS, President
Annita E. Woods
ANNITA E. WOODS, Secretary

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SUMMIT)
On the 2nd day of April, 1991, I, Annita E. Woods, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Silver Star Corporation, a Utah Corporation, and that the herein Owners Declaration and Consent to Record was signed by them, freely and voluntarily for the purposes therein mentioned in behalf of said corporation and Leanne S. Stearns and Annita E. Woods acknowledged to me that said corporation executed same.

Witnessing at: *Midway, UT*
My commission expires: *3/31/92*
Notary Public



COLONNADE DESCRIPTION

Beginning at a point that South 887.78 feet and East 1239.19 feet from the southwest corner of Section 20, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the East line of Lot A, of a subdivision of Lots 1 and 2 Silver Lake Village No. 2 Subdivision according to the official Plat thereof recorded as Entry No. 310888 in the official records of Summit County, Utah on November 8, 1989, and running thence N 81°15'00" E 0.00 feet thence S 81°15'00" E 111.78 feet thence S 81°15'00" W 0.00 feet to a point on said boundary line; thence N 81°15'00" W 141.78 feet along said boundary line to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

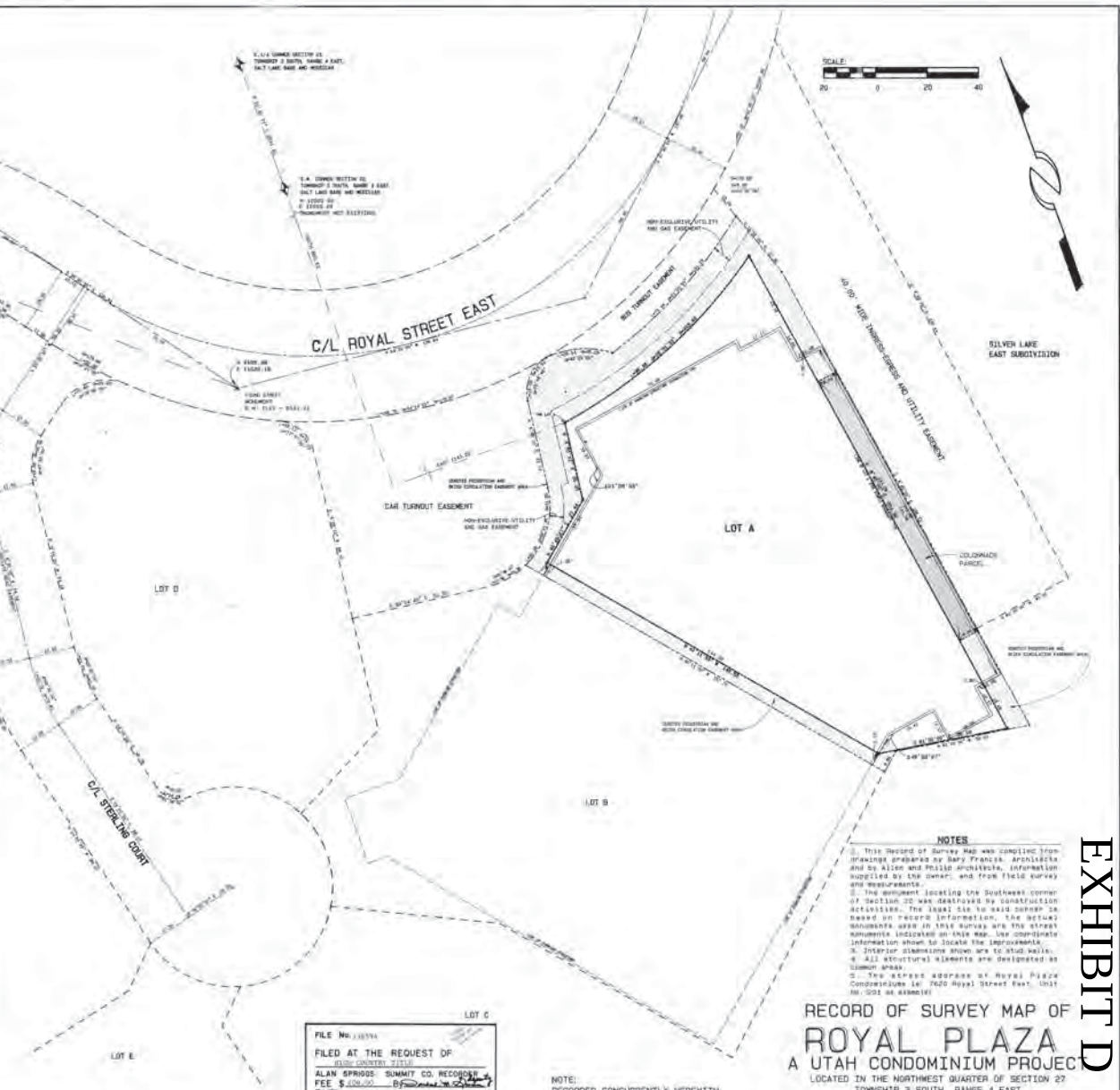
Know all men by these presents, That Silver Lake Village Plaza Association, the owner of the property surrounding Lot A of a subdivision of Lots 1 and 2 Silver Lake Village No. 2 Subdivision, which property is designated on this Record of Survey Map as the Declaration and Silver Circulation Area, hereby issues this Declaration of the Royal Plaza Condominium to the extent of the encroachments of the Royal Plaza existing upon said surrounding property owned by Silver Lake Village Plaza Association as reflected on this Record of Survey Map, and herewith consents to this Record of Survey Map, and the recording of this Record of Survey Map.

SILVER LAKE VILLAGE PLAZA ASSOCIATION
A UTAH NON-PROFIT CORPORATION
Robert W. Wells
ROBERT W. WELLS, President

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF SUMMIT)
On the 2nd day of April, 1991, I, Robert W. Wells, who being by me duly sworn, did say that he is the President of Silver Lake Village Plaza Association, a Utah Non-Profit Corporation, and that the herein Owners Declaration and Consent to Record was signed by him, freely and voluntarily for the purposes therein mentioned in behalf of said corporation and Robert W. Wells acknowledged to me that said corporation executed same.

Witnessing at: *Midway, UT*
My commission expires: *3/31/92*
Notary Public



NOTES

1. This Record of Survey Map was compiled from drawings prepared by Gary Francis Architects and by Allen and Pollen Architects, information supplied by the owner, and from field survey and measurements.
2. The monument locating the southwest corner of Section 20 was destroyed by construction activities. The 1941 plat to said survey as based on record information, the actual monuments are shown on this map. The monument information shown to locate the improvements.
3. Interior common areas shown as to said walls.
4. All structural elements are designated as common areas.
5. The express address of Royal Plaza Condominium is 7620 Royal Street East, Unit No. 1002 as shown.

RECORD OF SURVEY MAP OF ROYAL PLAZA A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 27
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH SHEET 1 OF 4

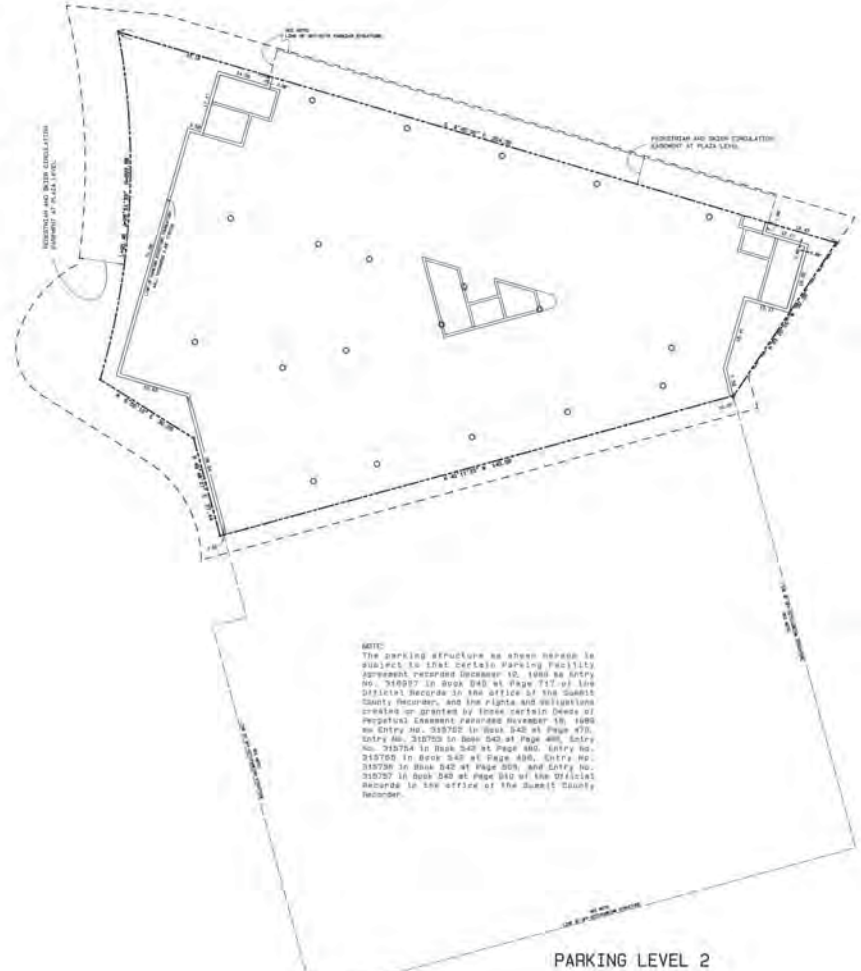
FILE NO. 10794
FILED AT THE REQUEST OF
ALAN SPRIGGS, SUMMIT CO. RECORDER
FEE \$ 100.00 BY *Alan Spriggs*
FILED *3/25/92*

NOTE:
RECORDED CONCURRENTLY HERewith
DECLARATION OF CONDOMINIUM.

ALLIANCE ENGINEERING INC.	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTESTATION	POLITICAL APPROVAL AND ACCEPTANCE
P.O. BOX 2064 322 MAIN STREET PARK CITY, UTAH 84060 (801) 549-5467 <i>Engineering Inc.</i>	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS DAY OF April, 1991 A.D. By <i>Chris W. Bennett</i> CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS DAY OF April, 1991 A.D. By <i>Chris W. Bennett</i> PARK CITY ENGINEER	APPROVED AS TO FORM THIS 2 nd DAY OF April, 1991 A.D. By <i>Alan Spriggs</i> PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS DAY OF MARCH, 1991 A.D. By <i>Paula L. Sheldon</i> PARK CITY RECORDER	APPROVED AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS DAY OF MARCH, 1991 A.D. By <i>Paula L. Sheldon</i> PARK CITY ATTORNEY

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

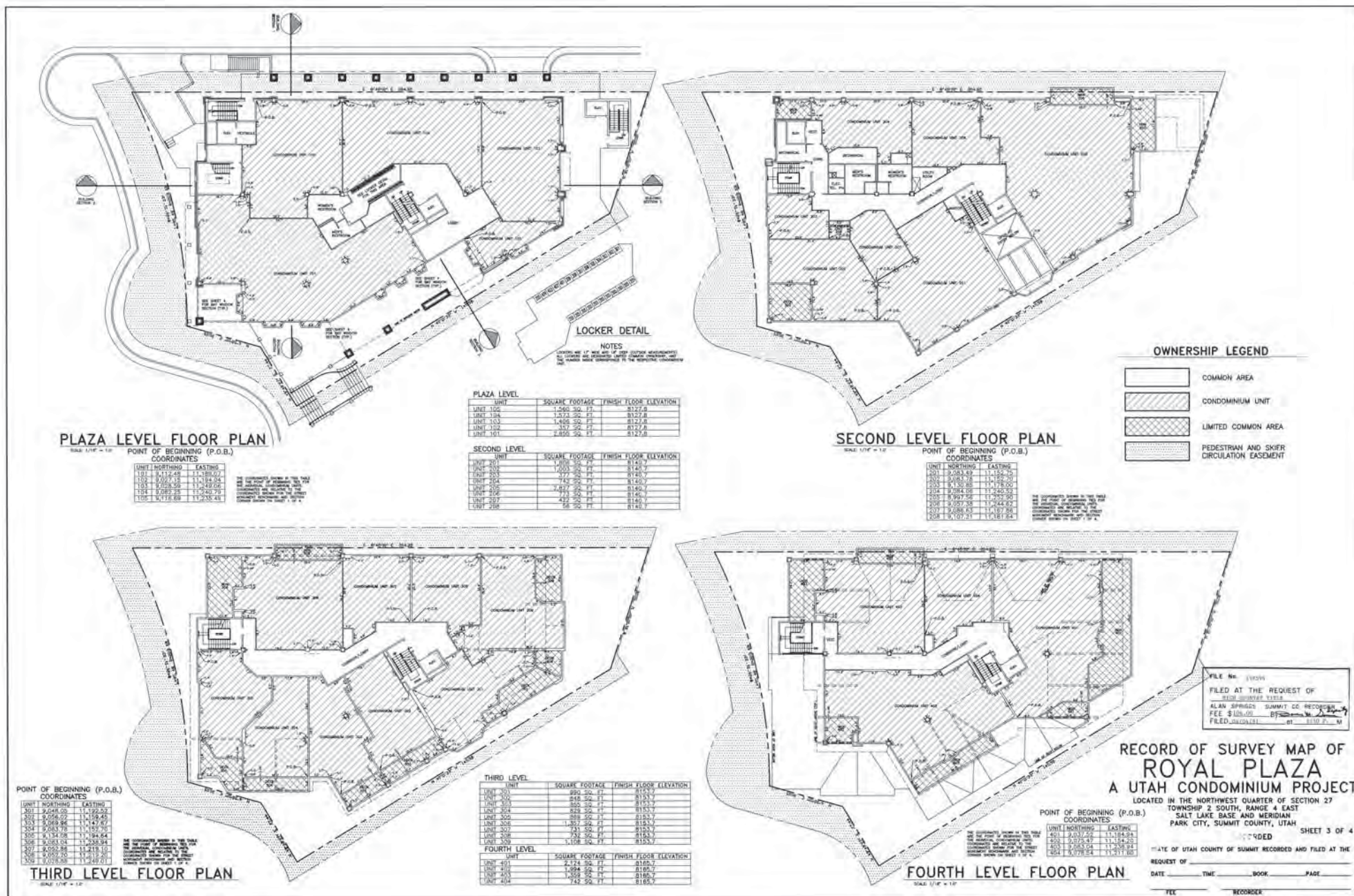
EXHIBIT D

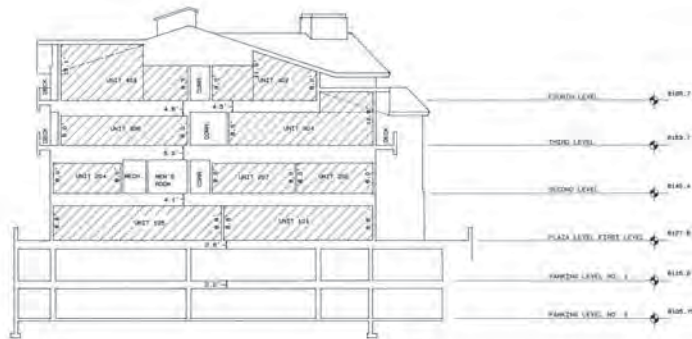


RECORD OF SURVEY MAP OF
ROYAL PLAZA
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 27
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASIS AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

FILE NO. 138894
FILED AT THE REQUEST OF
ALAN SPRINGS SUMMIT CO. RECORDER
FEE \$200.00 BY *[Signature]*
FILED 04/06/91 at 3:30 P. M.

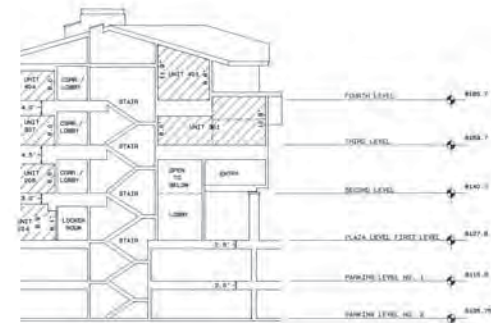
RECORDED
STATE OF UTAH COUNTY OF SUMMIT RECORDED AND FILED AT THE
REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____ RECORDED _____ SHEET 2 OF 4





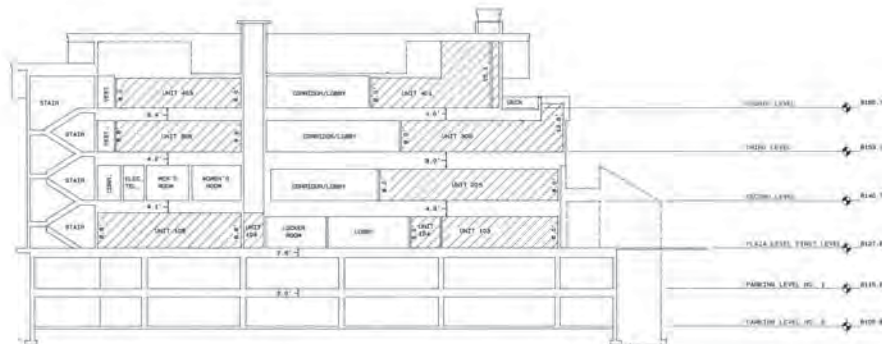
BUILDING SECTION No. 1

SCALE: 1/4" = 1'-0"



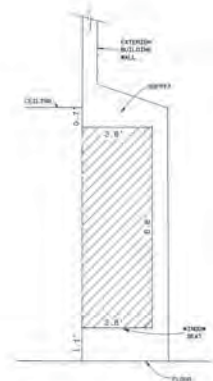
BUILDING SECTION No. 3

SCALE: 1/4" = 1'-0"



BUILDING SECTION No. 2

SCALE: 1/4" = 1'-0"



BAY WINDOW SECTION

SCALE: 1/4" = 1'-0"

RECORD OF SURVEY MAP OF
ROYAL PLAZA
 A UTAH CONDOMINIUM PROJECT
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 27
 TOWNSHIP 2 SOUTH, RANGE 4 EAST
 SALT LAKE BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH SHEET 4 OF 4

FILE No. 110594
 FILED AT THE REQUEST OF
 ALAN SPRIGGS SUMMIT CO. RECORDER
 FEE \$100.00
 FILED 10/10/2021 01:50 P.M.

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



SNYDERVILLE BASIN

WATER RECLAMATION DISTRICT

2800 HOMESTEAD RD, PARK CITY, UT 84098

WWW.SBWRD.ORG

T 435-649-7993

F 435-649-8040

July 16, 2013

Alan Poulsen
WPA Architecture
475 North Freedom Boulevard
Provo, UT 84601

Subject: Royal Plaza, Third Amended
Plat Review

Dear Mr. Poulsen,

The Snyderville Basin Water Reclamation District (SBWRD) has reviewed the referenced plat. The plat conforms to SBWRD requirements. We are therefore ready to sign the plat.

Please contact me at ext. 245 to schedule a time for plat signing.

Sincerely,

Bryan D. Atwood, P.E.
District Engineer

cc: Kirsten Whetstone, PC Planning
Alliance Engineering
Plat Review File

EXHIBIT F

Planning Commission Meeting - DRAFT
August 14, 2013
Page 13

5. One (1) 10 foot (10') wide public snow storage easements is required along the street frontage of the lot along Woodside Avenue and one (1) ten foot (10') wide public snow storage easement will also be required along the street frontage along Norfolk Avenue. These both shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.
7. The maximum footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet.

2. 7620 Royal Street – Record of Survey Amendment

Planner Whetstone provided a handout of the plat with a change to the square footage being proposed for Unit 401. The revised ordinance was also provided.

Planner Whetstone reviewed the request to amend Unit 401 of the Royal Plaza Condominiums, a condominium project located at Silver Lake. The amendment would convert limited common deck and chimney area to private area for Unit 401. Planner Whetstone noted that the net increase would be 40 square feet. She noted that the Staff report incorrectly showed the net increase of 66 square feet due to a problem with CAD doing the survey. The plat that was submitted with the application stated that the new unit would be 66 square feet that what was currently platted. The Staff calculated a net increase of 40 square feet and the number needed to be amended. Planner Whetstone noted that the correct increase of 40 square feet would be recorded in the square footage of Unit 401.

Planner Whetstone reported that this was the third amendment to the Royal Plaza; however unit 401 has never been amended. In 2009 the Staff relooked at the units and found that they needed to add a significant amount of UEs. At that time the Deer Valley Master Plan was amended to account for that.

Planner Whetstone referred to an analysis in the Staff report comparing the permitted through the MPD/CUP and the proposed. The applicant requested an increase of 40 square feet and that change was reflected in the first paragraph of the ordinance.

Planner Whetstone noted that the project must comply with the Deer Valley Master Plan. The Staff reviewed the request and 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 amended to correctly reflect the correct Unit Equivalent Addition of .02 unit equivalents, as opposed to .03.

Chair Worel did not disagree that the increase was diminimus, but she wanted to know at what point it would become significant. Director Eddington stated that according to the MPD Section of the Code, if there was a change in density or the unit configuration for the MPD, it would come back for an amendment to the MPD. A small amount of square footage and changing a deck and balcony space is considered diminimus. Planner Whetstone pointed out that there was also no change in footprint because it is a deck area that sits above living space.

Chair Worel opened the public hearing.

There were not comments.

Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to forward a POSITIVE recommendation to the City Council for 7620 Royal Street condominium record of survey, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as amended in the draft ordinance. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 7620 Royal Street East

1. The property is located at 7620 Royal Street and is Unit 401 of the Royal Plaza condominiums.
2. The Royal Plaza condominium building is located on Lot A of the Silver Lake # 1 Subdivision. The subdivision plat was recorded on November 8, 1989.
3. On April 4, 1991, a record of survey plat was recorded creating 13 residential condominiums (7.269 UE) and 13 commercial/office condominiums identifying private, common, and limited common areas with underground shared parking to be known as the Royal Plaza Condominium plat.
4. Unit 401 was platted with 2,124 square feet of private living area.
5. 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.

6. On June 27, 2002, the City Council approved the 1st Amended Royal Plaza record of survey plat to identify and add commercial space within the building. The first amended Royal Plaza record of survey plat was recorded on April 30, 2003.

7. Unit 401 was not changed by the First Amended plat.

8. On September 3, 2009, the City Council approved the 2nd Amended Royal Plaza record of survey plat to 1) convert 150 sf of limited common deck area appurtenant to Units 301 and 309 into private space for Unit 309, 2) convert 425 sf of common area (within the existing walls and roof of the building) to private area for Unit 402, 3) convert 346 sf of limited common deck area appurtenant to Unit 402 as private area for this Unit, and 4) convert 151 sf of private space currently within Unit 402 to limited common deck area. The total residential UE allowed after the 2nd Amended plat was 7.622 UE. The 2nd Amended plat increased the existing private floor area for 301, 309, and 402 by 705 sf (0.352 UE). The plat was recorded on February 1, 2010

9. Unit 401 was not changed by the Second Amended plat.

10. Concurrent with the Second Amended plat was an approval to amend the Deer Valley MPD to transfer 1,038 sf of unallocated, un-built commercial UE from Silver Lake to Royal Plaza to resolve the discrepancy in the square footage of built residential UE, as compared to MPD allowed UE. The MPD (Eleventh Amended) currently allows for 7.6215 residential UE (15,243 sf) residential, 14,400 sf (14.4 UE) commercial, in addition to support commercial and meeting space.

11. On June 28, 2013, an application for a plat amendment was submitted to the Planning Department requesting to convert a net 40 square feet of existing limited common deck area to private area for Unit 401. Unit 401 currently contains 2,124 sf of private area (1.096 UE- rounds to 1.1 UE). The requested amendment would add 40 sf (0.02 UE) of private area for a unit size of 2,164 sf (1.098 UE- rounds to 1.1 UE).

12. The change in residential UE of 0.02 UE is diminimus and an MPD amendment is not required. No new building footprint area is created. 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 and only the legal ownership of existing space is modified. 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.

13. The State Condominium Act requires a vote of the condominium owners and approval of the amendment by 2/3 of the condominium owners.

14. On August 5, 2013, the Royal Plaza owners association voted to approve and consent to the transfer of limited common space to private space for unit 401. According to the minutes, 97.7% of the voting power of the Association approved the proposal (one unit did not return the ballot). Additionally, the owners voted to authorize and direct Mr. Wells to execute an amendment to the Declaration of Condominium and to make submittal to the City for a record of survey plat amendment.

15. The existing parking garage contains 168 parking spaces apportioned by easements to Royal Plaza (58 spaces), Mt. Cervin (35 spaces), and Deer Valley Resort (75 spaces). The Royal Plaza residential parking space allocation of 15 is based on a rate of 1 space for each of the 9 one bedroom units, 1.5 spaces for each of the 4 two and three bedroom units. The number of bedrooms does not increase with the expansion. There is sufficient parking to accommodate the proposed expansions and no additional parking demand is created.

16. The proposal is unique in that there is no increase in building footprint or units and no impacts on the use or developed space at Royal Plaza. Only legal ownership of existing space is modified. The proposal is not precedent setting.

17. Findings in the staff analysis section are included herein.

Conclusions of Law – 7620 Royal Street East

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 – 7620 Royal Street East

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, Silver Lake Village No. 1 Subdivision Parcel A, and Royal Plaza condominium record of survey plat shall 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.

The Park City Planning Commission meeting adjourned at 8:50 p.m.

Approved by Planning Commission: _____

City Council Staff Report



PLANNING DEPARTMENT

Subject: 1127 Woodside Avenue Plat
Amendment
Author: Anya Grahn, Historic Preservation Planner
Project Number: PL-13-01893
Date: September 5, 2013
Type of Item: Administrative – Plat Amendment

Summary Recommendations

Staff recommends the City Council hold a public hearing for the 1127 Woodside Avenue plat amendment, located at the same address, and consider approving the request based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant: Emily White, represented by Architect Jonathan DeGray
Location: 1127 Woodside Avenue
Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Residential condominiums, single-family residential, vacation rentals
Reason for Review: Planning Commission review and recommendation to City Council

Proposal

The applicant is requesting a Plat Amendment for the purpose of combining all of Lots 7, 8, 25, and 26 of Block 8 of the Snyders Addition to Park City. There is an existing historic home on the property identified as a Landmark on the City's Historic Sites Inventory (HSI) that straddles the lot line between Lots 8 and 7. There is also a legal-nonconforming, non-historic garage that encroaches over the lot line between Lots 7 and 26. The garage contains an accessory apartment; however, with the plat amendment, the owner plans to eliminate the apartment and return the property to single family use.

The applicant wishes to combine the lots in order to move forward with a Historic District Design Review (HDDR) approval. No plans have yet been submitted for this property, though Planning Staff met with the applicant to discuss options for building an addition on February 6, 2013. The applicant proposes to introduce a small addition, containing a bedroom and a mudroom to the historic structure, with a footprint of approximately 350 square feet. In order to comply with the Historic District Design Guidelines (HDDR), the proposed addition will need to be visually subordinate to the historic building and will have to complement the visual and physical qualities of the historic building. The Plat Amendment approval and recordation is necessary prior to the approval of the HDDR.

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 the new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Background

The 1127 Woodside Avenue property is listed on the Historic Sites Inventory (HSI) as a "Landmark" site which includes a small Mining era home constructed in 1904. During the 1960s, the 1-1/2 story, wood-frame T-cottage was significantly altered. The 1968 historic photograph shows the house with aluminum siding, aluminum windows, and metal porch supports. A portion of the porch was also enclosed. The 1949 tax card also shows that a 12' by 21' structure was originally attached to the northwest corner of the house. In 1990, the Historic Preservation Commission awarded the property owners a grant to restore the porch, windows, and wood siding.

Built in 1950, the garage that exists today is roughly 22.5 feet by 38.75 feet, and is not the garage depicted on the 1949 tax card. In March 1992, the Planning Department approved the use of the garage as a "skiers dorm." A year later, a second floor was added to the garage to create an office and studio space. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation's setback. The garage currently sits approximately seventy-three feet (73') from the west (front) property line and less than two feet (2') from the south (side) property line. Furthermore, the garage encroaches over the lot line between Lots 26 and 7. The garage is twenty-three feet six inches (23'6") tall on the façade and nineteen feet (19') tall at the rear, exceeding the eighteen foot (18') height permitted for a detached accessory building. The second floor of the garage currently contains an accessory apartment; however, the applicant plans to eliminate the rental unit and return the property to single family use following the plat amendment.

In 2005, the property owners applied for a plat amendment and the Planning Commission approved the plat amendment to combine lots 7, 8, 25, and 26 of Block 8. The second story of the garage was then used as a lockout unit. The plat expired on May 5, 2006, and was never recorded. Similarly, the applicants received an Action Letter from the Planning Department in May 2005 permitting the addition to the rear of the historic home; however, this work was also never completed. The property's setting has changed very little since the early 1900s, and the setting continues to be typical of

mining era homes in Park City. Since the time of the 2005 approvals, the LMC has been amended and new Historic District Guidelines have been put into place.

In February 2013, the applicant submitted a HDDR Pre-application and met with the Design Review Team (DRT). The applicant would like to add a small addition to the rear of the property in order to accommodate a bedroom and mudroom. The proposed footprint of this new addition is roughly 350 square feet. The applicant plans to make a full HDDR submittal once the plat amendment is approved. Work will not be allowed to commence until the plat amendment is recorded.

The Planning Commission held a Public Hearing and voted unanimously to recommend approval of the 1127 Woodside Avenue Plat Amendment on August 14, 2013. The Planning Commission added Condition of Approval #7, limiting the total maximum footprint on the lot to 2,100 square feet and the maximum footprint of the house to 1,200 square feet; without this provision, the maximum footprint allowable would be 2,460. This additional Conditional of Approval will prevent any future property owners from building out to the maximum footprint and engulfing the historic landmark structure with an incompatible, massive addition. If any future property owners would propose to add an attached garage addition or an addition that exceeds the conditioned 1,200 square feet of the historic house, the applicant would have to amend the plat. Although the Planning Commission held a Public Hearing, no public input was offered at the meeting. An HDDR has not yet been submitted for this property.

Analysis

The home currently straddles the lot line between Lots 7 and 8 of Block 8 of the Snyders Addition. Similarly, the garage encroaches over the east property line between Lots 26 and 7. The plat amendment is necessary in order for the applicants to make the necessary improvements to the site, which are subject to Planning Department review.

	HR-1 Zone Designations	Existing Conditions
Lot Size	Greater than 1,875 ft.	7,501 SF
Maximum Building Footprint	2,460.56 SF based on lot size. 2100 SF based on COA, 1200 SF of which is for the house	1,726 SF (Footprints: House—approx. 846 SF + Garage—880 SF)
Maximum Height	27 feet/3 stories 18 feet (accessory structures)	19 feet 5 inches/2 stories (House) 23 feet 6 inches/2 stories (Garage)
North Side yard Setback	5 feet	4.5 feet (House)
South Side yard Setback	5 feet	1.4 feet (Garage)
Front Yard Setback	15 feet	28.75 feet (House)
Rear Yard Setback	15 feet	35 feet (Garage)

The garage is considered non-complying because it does not conform to the zoning regulation's setback and exceeds the eighteen feet (18') height allowance. The garage also encroaches over the lot line between Lots 26 and 7. The proposed plat amendment does not increase any degree of nonconformity with respect to setbacks. The plat amendment would remove existing encroachments over the interior lot lines. Any additions to the garage or landmark structure would be required to meet the current setback requirements.

Additions would also be required to comply with the Design Guidelines for Historic Sites in Park City. Though the applicant may have a maximum footprint of 2,460.56, the applicant does not intend to add the full 734.56 square feet of footprint to the structure. Currently, the property owner is proposing to add a small addition to the historic house, containing a mudroom and a bedroom. The footprint of this new addition would be approximately 350 square feet. The addition will need to appear subordinate to the historic structure from the public right-of-way and will need to be attached by a clear transitional element. A rear addition will not be able to overwhelm or engulf the historic building.

As seen in the chart below, the current size of the historic structure at 1127 Woodside is similar in size to other historic properties in the neighborhood. The proposed small addition with a footprint of 350 square feet will not significantly alter the size of the house, nor create a house that is larger than those seen in the neighborhood. The chart shows the approximate house sizes for other historic structures in the neighborhood:

Address	Year Built	Historical Significance	Total Existing SF of Improvements (per Summit County Recorder's Office)
1167 Woodside	1935-36	Landmark	6,172 SF
1147 Woodside	1899	Significant	2,030 SF
1127 Woodside	1904	Landmark	1,358 SF
1102 Norfolk	1904	Landmark	883 SF
1107 Woodside	1916	Significant	1,149 SF
1103 Woodside	1905	Significant	1,345 SF
1162 Woodside	1905	Landmark	1,100 SF
1158 Woodside	1901	Significant	778 SF
1141 Park	1905	Landmark	1,744 SF
1129 Park	1895	Significant	920 SF
1125 Park	1901	Landmark	895 SF
1120 Woodside	1905	Significant	1,100 SF
1110 Woodside	1928	Landmark	1,348 SF
1100 Woodside	1928	Landmark	1,103 SF
1135 Norfolk	1905	Significant	936 SF
1101 Norfolk	1900	Landmark	1,168 SF

(See Exhibit H – Historically Significant Properties Map for the location of these addresses.)

It would be permissible to demolish the non-historic garage and build a new structure on the site; however, any new structures would be required to meet the specified front, side, and rear yard setbacks. Again, the mass and scale of the new structure would need to comply with the Design Guidelines for Historic Sites and could not overwhelm the historic building. Future subdividing of the lot could permit additional density in the future, specifically if the non-historic garage was removed. Such action would alleviate potential density on the site, and distribute the density over multiple lots.

Similarly, the applicant may choose to demolish the garage and re-subdivide the lot in order to sell one (1) or two (2) lots along Norfolk Avenue. This would limit the lot size of 1127 Woodside to two (2) Old Town lots measuring roughly fifty feet (50') by seventy-five feet (75'). Again, this would alleviate potential density on the site, and distribute the density over multiple lots.

The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. As seen in the chart below, the largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.

Address	Year Built	Historical Significance	Lot Size (+/-)	Maximum Footprint (+/-)
1167 Woodside	1935-36	Landmark	13,125 SF (7 lots)	3,139 SF
1147 Woodside	1899	Significant	5,625 SF (3 lots)	2,050 SF
1152 Norfolk	Vacant	n/a	3,750 SF (2 lots)	1,519 SF
1127 Woodside	1904	Landmark	7,501 SF (4 lots)	2,461 SF
1102 Norfolk	1904	Landmark	3,750 SF (2 lots)	1,519 SF
1107 Woodside	1916	Significant	1,875 SF (1 lot)	844 SF
1103 Woodside	1905	Significant	1,875 SF (1 lot)	844 SF
1135- Woodside	1984	Non-Historic	7,501 SF (4 lots)	1,358.87 SF
1144 Woodside	2012	Non-Historic	3,920 SF (2 lots)	1,519 SF
1162 Woodside	1905	Landmark	2,813 SF (1.5 lots)	1,201 SF
1158 Woodside	1901	Significant	2,813 SF (1.5 lots)	1,201 SF
1141 Park	1905	Landmark	4,689 SF (2.5 lots)	1,801 SF
1136 Woodside	1984	Non-Historic	2,813 SF (1.5 lots)	1,201 SF
1129 Park	1895	Significant	5,625 (3 lots)	2,050 SF
1125 Park	1901	Landmark	4,689 SF (2.5 lots)	1,201 SF
1120 Woodside	1905	Significant	2,813 SF (1.5 lots)	1,201 SF
1110 Woodside	1928	Landmark	3,920 SF(2 lots)	1,519 SF
1100 Woodside	1928	Landmark	3,920 SF (2 lots)	1,519 SF
1135 Norfolk	1905	Significant	4,356 SF (2.3 lots)	1,705 SF
1121 Norfolk	1966	Non-Historic	3,920 SF (2 lots)	1,519 SF
1117 Norfolk	1967	Non-Historic	1,875 SF (1 lot)	844 SF
1113 Norfolk	Vacant	n/a	1,875 SF (1 lot)	844 SF

1105 Norfolk	2003	Non-Historic	1,875 SF (1 lot)	844 SF
1101 Norfolk	1900	Landmark	1,875 SF (1 lot)	844 SF

(See Exhibit I – Addresses and Property Boundaries Map for the location of these addresses.)

Aside from an HDDR and Building Permit if the applicant wishes to add an addition to the house, there are no other regulatory processes anticipated for this property. The site is not on a steep slope.

Good Cause

Planning Staff believes there is good cause for the application. Combining the Lots will allow the property owner to move forward with site improvements, which include a possible addition to the historic structure. The plat amendment is necessary in order for the applicants to utilize future plans, and if left un-platted, the property remains as is. Moreover, the plat amendment will resolve the issue of the two (2) existing structure straddling interior lot lines. Moreover, the plat amendment will utilize best planning and design practices, while preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.

Staff finds that the plat will not cause undo harm on any adjacent property owner because the proposal meets the requirements of the Land Management Code (LMC) and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements. In approving the plat, the City will gain two (2) ten foot (10') snow storage easements along Woodside and Norfolk Avenues as well as resolve the existing building encroachments over interior lot lines. As discussed previously, this plat amendment reduces the density because the garage could be torn down and the size of the new house or accessory structure would be limited on the lot. At this time, however, the applicant would like to introduce a small addition of 350 square feet footprint and return the site to single family use. The applicant cannot move forward with this addition until the plat amendment has been recorded.

Process

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

Department Review

This project has gone through an interdepartmental review. No additional issues were raised regarding the subdivision.

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

Public input has been received and has been attached as Exhibit G.

Public input may be taken at the Council meeting noticed for September 5, 2013.

Alternatives

- The City Council may approve the 1127 Woodside Avenue Plat Amendment as conditioned or amended; or
- The City Council may deny the 1127 Woodside Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 1127 Woodside Avenue Plat Amendment; or
- 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 proposed plat amendment would not be recorded and four (4) existing lots would not be adjoined. Any additions to the historic house would be limited to the existing rear and side lot lines. The garage would continue to encroach over the rear property line of Lots 26 and 7 as well. The non-historic garage could also be removed to create additional density on the site, as well.

Recommendation

Staff recommends the City Council hold a public hearing for the 1127 Woodside Avenue Plat Amendment, and consider approve the 1127 Woodside 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 – Existing Conditions Survey
Exhibit C – Vicinity Map/Aerial Photograph
Exhibit D – Staff Report for 1127 Woodside Plat, dated May 5, 2005
Exhibit E – Minutes from City Council meeting, May 5, 2005
Exhibit F – 5-25 Ordinance, approved
Exhibit G – Public Input
Exhibit H – Historically Significant Properties Map
Exhibit I – Addresses and Property Boundaries Map
Exhibit J –Minutes from Planning Commission meeting, July 31, 2013

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 13-

AN ORDINANCE APPROVING THE 1127 WOODSIDE AVENUE SUBDIVISION PLAT LOCATED AT 1127 Woodside Avenue, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1127 Woodside Avenue, has petitioned the City Council for approval of the Subdivision; 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 14, 2013 to receive input on the proposed subdivision;

WHEREAS, on August 14, 2013 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 4, 2013 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed 1127 Woodside Avenue 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 1127 Woodside Avenue Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1127 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The applicants are requesting to combine four (4) Old Town lots into one Parcel.
3. The plat amendment is necessary in order for the applicant to move forward with an HDDR, for the purpose of a rear yard addition to the historic house as well as a future addition to the non-historic garage.
4. The amended plat will create one new 7,501 square foot lot.
5. Currently the property is four (4) Old Town Lots, Lots 7 and 8 as well as Lots 25 and 26 of Block 8.

6. The existing historic 1,358 square foot home is listed as “Landmark” on the Historic Sites Inventory (HSI).
7. The applicant is considering a rear addition to the historic structure. Thus far, no HDDR application has been submitted and the applicant met with Planning Staff to discuss the possibility of an addition on February 6, 2013 during Design Review.
8. The existing non-historic garage straddles Lots 7 and 26 of the Snyders Addition. It is classified as legal non-conforming.
9. Any proposed additions to the existing historic home will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
10. The maximum building footprint allowed is 2,460.56 per the HR-1 LMC requirements. The current footprint of the historic structure is 679 square feet and the footprint of the garage accessory structure is 871 square feet. This would allow a maximum footprint addition of 734.56 square feet; however, the applicant intends to only introduce a small addition to the historic house with a footprint of 350 square feet. This small increase to the size of the house will maintain its compatibility with other homes in the neighborhood.
11. The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; however, adherence to the Design Guidelines for Historic Sites would require that the mass and scale of any new additions is compatible with the historic structure. The applicant proposes to add a small addition of approximately 350 square feet to the historic building.
12. The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. The largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.
13. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8.
14. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation’s setback. The garage sits 1.4’ from the south property line; the current code requires a five foot (5’) side yard setback. The garage encroaches over the lot line between Lots 26 and 7. The plat amendment will remove these encroachments over interior lot lines.
15. Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8 and does not comply with the required five foot (5’) side yard setback along the north property line as it is only four feet six inches (4’6”) from the property line.
16. New additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law:

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

Conditions of Approval:

1. The City 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 complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.
5. One (1) 10 foot (10') wide public snow storage easements is required along the street frontage of the lot along Woodside Avenue, and one (1) ten foot (10') wide public snow storage easement is required along the street frontage of Norfolk Avenue. These both shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.
7. The maximum total footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet.

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

PASSED AND ADOPTED this ____ day of August, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

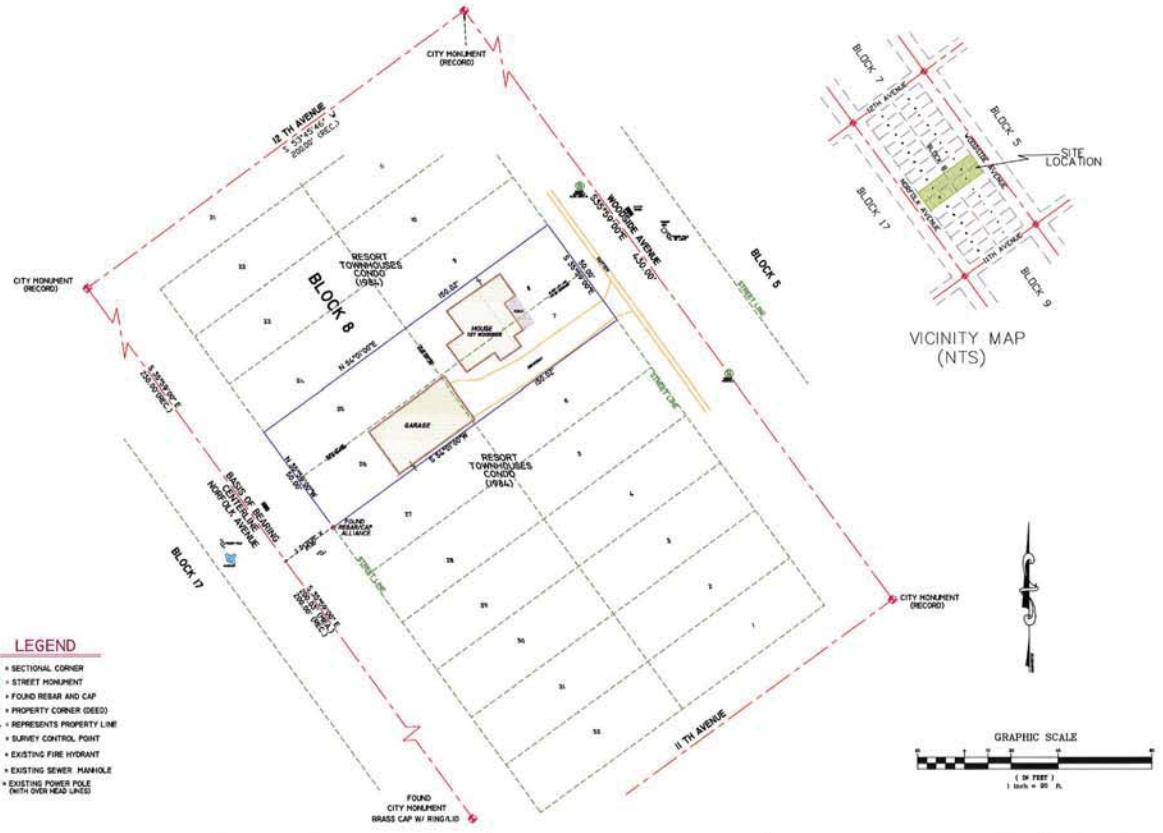
City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

RECEIVED
JUN 20 2013
PARK CITY
PLANNING DEPT.

1127 WOODSIDE AVENUE
SUBDIVISION
PART OF BLOCK 8
LOTS 7 8 25 26
SNYDERS ADDITION
PARK CITY, UTAH



SURVEYOR'S CERTIFICATE

I, RICHARD K. JOHANSON, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 150956, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets hereafter to be known as 1127 WOODSIDE AVENUE SUBDIVISION and that same has been surveyed as shown on this plat.

MARCH 20, 2013
DATE SIGNATURE AND SEAL

BOUNDARY DESCRIPTION

ALL OF LOTS 7, 8, 25, 26, OF BLOCK 8 SNYDERS ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH, RANGE 4 EST. SALT LAKE BASE AND MERIDIAN.

OWNER'S DEDICATION

Known all men by these presents that we, all of the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

1127 WOODSIDE AVENUE 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, we have hereunto set this day of A.D. 20

ACKNOWLEDGMENT

STATE OF UTAH
County of Summit:
Personally appeared before me this day of 20 the following:

who acknowledged to me that he executed the above owners dedication.

MY COMMISSION EXPIRES NOTARY PUBLIC
RESIDING IN

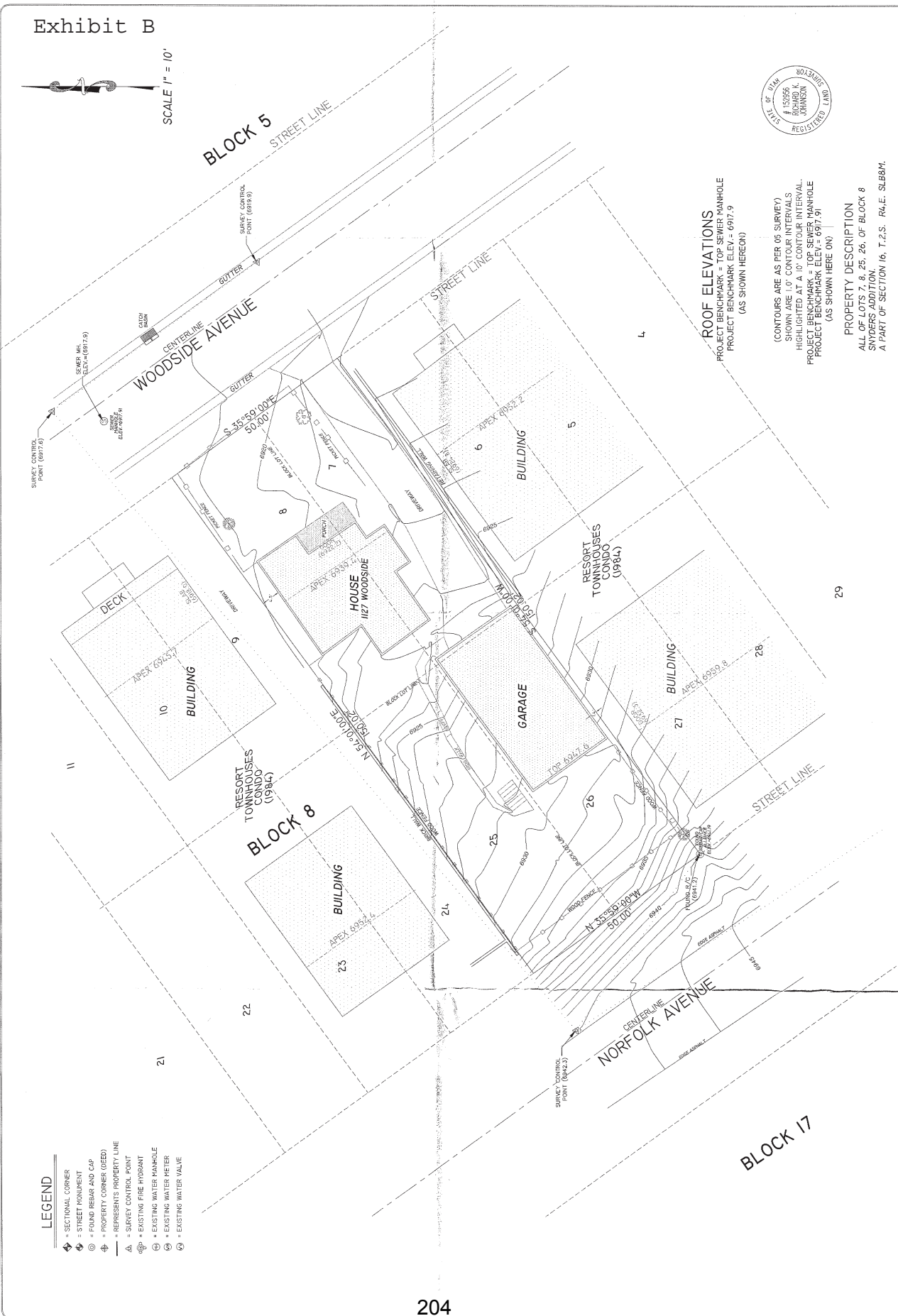
CONSENT TO RECORD

STATE OF UTAH
County of Summit:
The undersigned lien holder hereby consents to the recordation of the plat
By: Authorized official
The foregoing consent to record was acknowledged before me this day of 20 by:

MY COMMISSION EXPIRES NOTARY PUBLIC
RESIDING IN

SUMMIT COUNTY PUBLIC HEALTH DEPARTMENT Approved and Accepted, this _____ day of _____, 20____ DEPARTMENT OF ENVIRONMENTAL HEALTH BY _____	UTAH POWER AND LIGHT Approved and Accepted, this _____ day of _____, 20____ UTAH POWER AND LIGHT BY _____	SOUTH SUMMIT FIRE DISTRICT Approved and Accepted, this _____ day of _____, 20____ FIRE DISTRICT BY _____	All lots within this subdivision must meet all building permit requirements at the time of building permit issuance.	LEGEND [Symbol] INDICATES STREET ADDRESS AS SHOWN ON THE PLAT. TWO NUMBERS INDICATES THAT EITHER MAY BE USED.	The foregoing consent to record was acknowledged before me this _____ day of _____, 20____ MY COMMISSION EXPIRES: _____ RESIDING IN _____ NOTARY PUBLIC	
PREPARED BY: PROPERTY DESIGN LLC P O BOX 70168 SALT LAKE CITY UT 84170 (801) 495-2541 	CITY ENGINEER Approved and accepted by the Park City Engineering Department this _____ day of _____, 20____ DATE _____ CITY ENGINEER _____	CITY PLANNING COMMISSION Approved and accepted by the Park City Planning Commission this _____ day of _____, 20____ Chair _____	APPROVAL AND ACCEPTANCE On behalf of the Park City Council on this _____ day of _____, 20____ at which time this subdivision was approved and accepted. Name _____ City Recorder _____	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____ BY _____ CITY ATTORNEY _____	COUNTY RECORDER STATE OF UTAH Recorded and filed at the request of _____ DATE _____ TIME _____ COUNTY # _____ COUNTY RECORDER _____	

 PROPERTY DESIGN LLC P.O. BOX 701168 SALT LAKE CITY UT 84170 (801) 496-2541	REVISIONS <table border="1"> <tr> <th>DATE</th> <th>BY</th> <th>COMMENTS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	DATE	BY	COMMENTS							PROJECT SITE LOCATION LOTS 7 & 25, 26 BLOCK 8 SALT LAKE CITY UT SNYDERS ADDITION	SURVEYED BY: _____ DRAWN BY: _____ CHECKED BY: _____ DATE: 02/02/20	1127 WOODSIDE AVENUE BUILDING ELEVATIONS R-13-002	EMILY CARLSON 1127 WOODSIDE DWG	SHEET 1 OF 1 APR 17 2020
	DATE	BY	COMMENTS												





City Council Staff Report



Planner: Jonathan Weidenhamer
Subject: 1127 WOODSIDE AVENUE REPLAT
Date: May 5, 2005
Type of Item: Administrative
Applicant: Shannon and Missy O'Neal
Zone: Historic Residential – (HR-1)

PLANNING DEPARTMENT

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

BACKGROUND

The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.

The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of approximately 7,500 square feet (Exhibit A). The property has an existing, one and a half- story historic structure which straddles the lot line between lots 7 and 8. The property also has a 2 story detached garage that straddles the lot line between lots 7 and 26 (Exhibit B existing conditions). The second story of this outbuilding currently has a Lockout unit in it. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.

ANALYSIS

The property is zoned HR-1, Historic Residential. The proposed plat creates a 7,500 square foot lot. All development standards of the Land Management Code including: height, setbacks, parking, architectural design, building footprint, neighborhood and Historic Design Guideline compatibility for the proposed addition will be verified for compliance during design review. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.

The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a minimum of 15' with a total of 30'. The house and garage meet these requirements. The existing historic home will continue to exist as a non-complying structure in relation to the required side yard setback to the north (5' will be required for the combined lot, currently 4.5' exists). The existing detached garage will also continue to exist as a non-

complying structure in relation to its side yard setback to the south (3' will be required for the combined lot, currently 1.4' exist); and in terms of its height. A detached accessory building is limited to 18' in height. The garage on these lots is approximately 21' in height. In all cases no greater degree of non-compliance will be created as a result of this lot combination.

Because the existing home at 1127 Woodside Avenue is historic, the LMC Section 15-2.2-4 exempts the addition from off-street parking requirements provided the addition does not create Lockout Unit or Accessory Apartment. The detached garage currently has a Lockout Unit located in it, which is an Allowed Use in the HR-1 Zone. The Lockout Unit has a non-exempt parking requirement of 1 space. The existing garage provides 2 interior spaces, as well as a 24' deep driveway, which will be eligible for a tandem space.

NOTICE

Notice of this hearing was sent to property owners within 300'. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on April 5, 2005, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

EXHIBITS

Ordinance

Exhibit A – Proposed Subdivision Plat

Exhibit B - Site Photo

Ordinance No. 05-

AN ORDINANCE APPROVING THE SILVER DEER CHATEAUX AT OLDE HAWKE POINTE ON LEGACY MOUNTAIN SUBDIVISION WHICH WILL COMBINE LOTS 7, 8, 25, AND 26 OF BLOCK 8 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD.

WHEREAS, the owner of 4 platted lots known as 1127 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on April 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove lot lines between four platted lots and create one lot of 7,500 square feet; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
2. The property is located in the Historic Residential (HR-1).
3. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
4. The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's addition to the Park City Survey into one lot of approximately 7,500 square feet.
5. There is an existing historic single family home on the property. The historic home straddles the lot line between lots 7 and 8.
6. The existing home at 1127 Woodside Avenue is historic. Section 15-2.2-4 of the LMC exempts the home from off-street parking requirements.
7. There is an existing non-historic, detached garage on the property. The second floor has a Lockout Unit located in it. Lockout Units are an allowed use in the HR-1 Zone, as long as the site provides code required parking. There are 3 code compliant parking spaces on this lot, which exceeds the number required. The garage straddles the lot line between lots 7 and 26.
8. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.
9. The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a

minimum of 15' with a total of 30'. The house and garage meet these requirements.

10. The required side yard setback in the HR-1 zone for a 50' wide lot is 5'. The historic home currently has 4.5' and will continue to exist as a non-complying structure.
11. The required side yard setback for an outbuilding located on a 50' wide lot for is 3'. The detached garage currently has 1.4' and will continue to exist as a non-complying structure.
12. The required height for an accessory building is 18'. The detached garage is currently 21' in height and will continue to exist as a non-complying structure.
13. No greater degree of non-compliance will be created as a result of this plat amendment.
14. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.
15. The project will be reviewed for compliance with the Historic District Design Review Guidelines prior to the issue of a building permit for any addition or exterior remodel.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

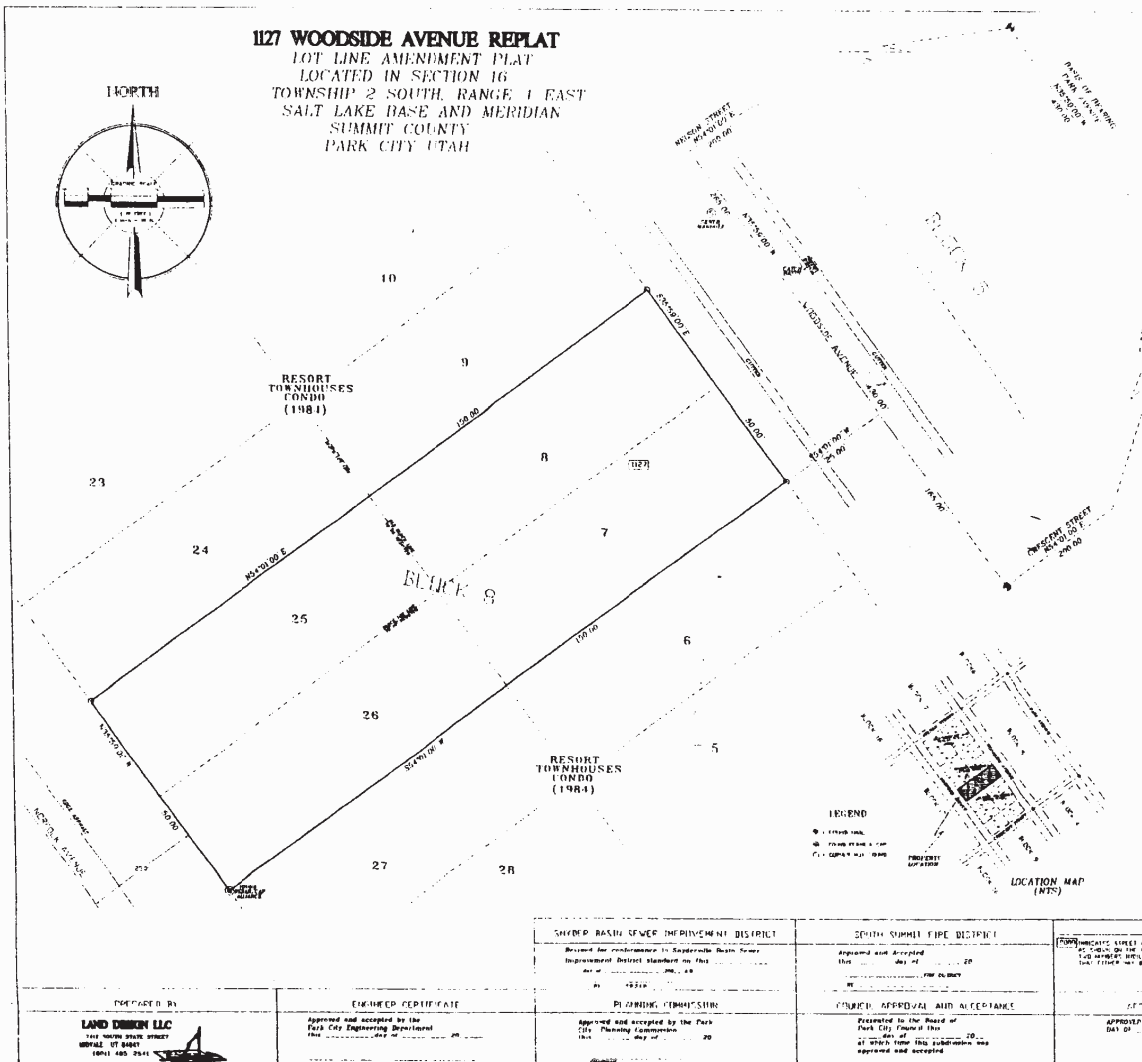
The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.

The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.

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

PASSED AND ADOPTED this 5th day of May, 2005.



SURVEYOR'S CERTIFICATE
 I, RICHARD E. JOHNSON, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 155856 as prescribed under the laws of the State of Utah. I further certify that by authority of the General Land Office, a survey of the tract of land shown on this plat and described herein and have subdivided said tract of land into lots and streets according to the known as 1127 WOODSIDE AVENUE REPLAT and that same has been correctly surveyed and shown herein.

PRELIMINARY
 PRIMARY DESCRIPTION

PROPERTY DESCRIPTION
 ALL OF LOTS 7, 8, 9, AND 10, BLOCK 8, SHADERS ADDITION TO THE PARK CITY SURVEY ACCORDING TO THE OFFICIAL PLAT THEREON ON THE 20th OF SEPTEMBER IN THE SUMMIT COUNTY RECORDS BOOK 10.

SUBDIVISION DESCRIPTION
 BEGINNING AT A POINT WHICH IS NORTH 35°50'00" WEST 185.00 FEET AND SOUTH 54°00'00" WEST 25.00 FEET FROM THE POINT OF BEGINNING OF THE INTERSECTION OF CHERRY STREET AND WOODSIDE AVENUE SAID POINT BEING NORTH 35°50'00" WEST 25.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 54°00'00" WEST 150.00 FEET ALONG THE SOUTH LINE OF LOTS 7 AND 8, BLOCK 8, SAVING ANGLE TO THE PARK CITY SURVEY, THENCE NORTH 35°50'00" WEST 50.00 FEET, THENCE ALONG THE NORTH LINE OF LOTS 25 AND 8 OF ABOVE SAID SHADERS ADDITION TO THE PARK CITY SURVEY NORTH 54°00'00" EAST 150.00 FEET, THENCE SOUTH 35°50'00" EAST 50.00 FEET TO THE POINT OF BEGINNING.

OWNER'S DEDICATION
 Known all men by these presents that we, all of the undersigned parties listed of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the 1127 WOODSIDE AVENUE REPLAT, 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, we have hereunto set our hands and seals this 20th day of September, 2010.

ACKNOWLEDGEMENT
 STATE OF UTAH
 County of Summit
 Personally appeared before me this 20th day of September, 2010, the following:

who acknowledged to me that he, she, executed the above owners' declaration.

BY COMMISSION EXPIRES _____ NOTARY PUBLIC
 RESIDING IN _____

CONSENT TO RECORD
 STATE OF UTAH
 County of Summit
 I, the undersigned, have been duly authorized by the owner of the land herein to execute this declaration.
 By _____ Authorized Official

The foregoing consent to record was acknowledged before me this 20th day of September, 2010, by _____

BY COMMISSION EXPIRES _____ NOTARY PUBLIC
 RESIDING IN _____

PREPARED BY LAND DESIGN LLC 100 NORTH MAIN STREET SALT LAKE CITY, UT 84101 (801) 485-2541	ENGINEER CERTIFICATE Approved and accepted by the Park City Engineering Department This 20th day of September, 2010.	PLANNING COMMISSION Approved and accepted by the Park City Planning Commission This 20th day of September, 2010.	SEWER DISTRICT Approved and accepted by the South Summit Fire District This 20th day of September, 2010.	RECORDING Approved and accepted by the Park City Recorder This 20th day of September, 2010.	STATE OF UTAH County of Summit I, the undersigned, have been duly authorized by the owner of the land herein to execute this declaration. By _____ Authorized Official
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**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 5, 2005**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, May 5, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jonathan Weidenhamer, Planner; and Gary Hill, Budget Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

Budget document - Mike Sweeney, HMBA, asked that the budget document be made available to citizens so they can follow the work session discussions and are better prepared. Services like snow removal are of interest to merchants. It was explained that it will be available on the Internet in its entirety and there are currently hard copies of the budget for public review at the Marsac Building and the Library.

IV MINUTES OF MEETING OF APRIL 21, 2005

Marianne Cone, "I move we approve the Minutes of the meeting of April 21, 2005". Joe Kernan seconded. Motion unanimously carried.

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance – 2300 Deer Valley Drive East, St. Regis Resort Deer Crest record of survey plat (motion to continue to May 26, 2005) – The Mayor requested a motion to continue. Jim Hier, "I so move". Marianne Cone seconded. Motion unanimously carried.

2. Ordinance approving the Silver Deer Chateaux at Olde Hawke Pointe on Legacy Mountain Subdivision which will combine Lots 7, 8, 25 and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of record – Jonathan Weidenhamer explained that the application proposes the combination of four lots into one. There is an historic home and a garage on the property and the applicants would like to build an addition on the rear of the residence. The Planning Commission held a public hearing where no input was received and forwards a positive recommendation. The Mayor opened the public hearing and hearing no comments, closed the hearing.

Ordinance No. 05-25

AN ORDINANCE APPROVING THE SILVER DEER CHATEAUX AT OLDE HAWKE POINTE ON LEGACY MOUNTAIN SUBDIVISION WHICH WILL COMBINE LOTS 7, 8, 25, AND 26 OF BLOCK 8 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD – 1127 WOODSIDE AVENUE

WHEREAS, the owner of 4 platted lots known as 1127 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on April 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove lot lines between four platted lots and create one lot of 7,500 square feet; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
2. The property is located in the Historic Residential (HR-1).
3. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
4. The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's addition to the Park City Survey into one lot of approximately 7,500 square feet.
5. There is an existing historic single family home on the property. The historic home straddles the lot line between lots 7 and 8.
6. The existing home at 1127 Woodside Avenue is historic. Section 15-2.2-4 of the LMC exempts the home from off-street parking requirements.
7. There is an existing non-historic, detached garage on the property. The second floor has a Lockout Unit located in it. Lockout Units are an allowed use in the HR-1 Zone, as long as the site provides code required parking. There are 3 code compliant parking spaces on this lot, which exceeds the number required. The garage straddles the lot line between lots 7 and 26.
8. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.
9. The required front/ rear yard setbacks in the HR-1 zone for a 150' deep lot is a minimum of 15' with a total of 30'. The house and garage meet these requirements.
10. The required side yard setback in the HR-1 zone for a 50' wide lot is 5'. The historic home currently has 4.5' and will continue to exist as a non-complying structure.
11. The required side yard setback for an outbuilding located on a 50' wide lot for is 3'. The detached garage currently has 1.4' and will continue to exist as a non-complying structure.
12. The required height for an accessory building is 18'. The detached garage is currently 21' in height and will continue to exist as a non-complying structure.
13. No greater degree of non-compliance will be created as a result of this plat amendment.
14. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.
15. The project will be reviewed for compliance with the Historic District Design Review Guidelines prior to the issue of a building permit for any addition or exterior remodel.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

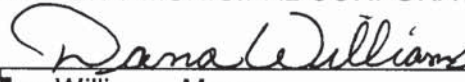
SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.

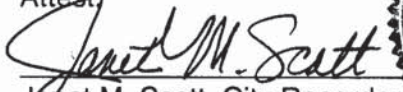
SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 5th day of May, 2005.

PARK CITY MUNICIPAL CORPORATION


Dana Williams, Mayor

Attest:


Janet M. Scott, City Recorder



Approved as to form:


Mark D. Harrington, City Attorney

1127 WOODSIDE AVENUE REPLAT

LOT LINE AMENDMENT PLAT
LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY
PARK CITY, UTAH

SUBMITTER'S CERTIFICATE

I, **BRITANNIA R. JENNIFER**, do hereby certify that I am a
Registered Land Surveyor and that I have certified to the
as prescribed under the laws of the State of Utah. I further
certify that by authority of the Surveyor I have made a survey
of the tract of land shown on this plat and described herein
and have subdivided said tract of land into lots and street
frontage, to be known as "LOT LINE AMENDMENT PLAT",
and that same has been correctly surveyed as shown herein.

PRELIMINARY
(Stamp: JAN 24 1970)

PRELIMINARY DESCRIPTION

PROPERTY DESCRIPTION

ALL OF LOTS 7 & 8 AND 24 ACRES & 34 SQUARE RODS TO THE PARK CITY
SHALL BE PLATTED TO THE ORIGINAL PLAT THEREIN FOR THE ADDITION OF SECTION
IN THE "SOUTH COUNTY RECORDS" MAP.

SUBDIVISION DESCRIPTION

BEGINNING AT A POINT BEING 1/4 NORTH 25° 30' 00" WEST 160.00 FEET AND
SOUTH 15° 00' 00" WEST 25.00 FEET FROM THE POINT OF BEGINNING TO THE
INTERSECTION OF CANYON STREET AND WOODSIDE AVENUE, SAID POINT
BEING NORTH 25° 30' 00" WEST 267.12 FEET FROM THE SOUTHWEST
CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE
AND MERIDIAN, THENCE NORTH 54° 00' 00" WEST 130.00 FEET ALONG THE
TOWNSHIP, THENCE NORTH 55° 30' 00" WEST 20.00 FEET, THENCE ALONG THE
NORTH LINE OF LOTS 7 AND 8 BEING 8 1/2 ACRES, 34 SQUARE RODS TO THE PARK CITY
LINE, NORTH 15° 00' 00" WEST 20.00 FEET, THENCE ALONG THE
NORTH LINE OF LOTS 7 AND 8 BEING 8 1/2 ACRES, 34 SQUARE RODS TO THE PARK CITY
LINE, NORTH 15° 00' 00" WEST 20.00 FEET, THENCE SOUTH
25° 30' 00" EAST 50.00 FEET TO THE POINT OF BEGINNING.

OWNER'S DECLARATION

I, **BRITANNIA R. JENNIFER**, do hereby declare 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 hand and the seal of the
State of Utah, this _____ day of _____, A.D. 1970.

MANAGEMENT

STATE OF UTAH
County of Summit
Forwarranted, approved before me this _____ day of _____, 1970.

CONSENT TO RECORD

STATE OF UTAH
County of Summit
I, the undersigned, hereby declare that the foregoing plat is for the
benefit of the public and that I have no objection to its being recorded.

LEGEND

• = 1/4 SECTION
• = 1/2 SECTION
• = 1/4 SECTION
• = 1/2 SECTION

LOCATION MAP
(Stamp: JAN 24 1970)

PRELIMINARY DESCRIPTION

ALL OF LOTS 7 & 8 AND 24 ACRES & 34 SQUARE RODS TO THE PARK CITY
SHALL BE PLATTED TO THE ORIGINAL PLAT THEREIN FOR THE ADDITION OF SECTION
IN THE "SOUTH COUNTY RECORDS" MAP.

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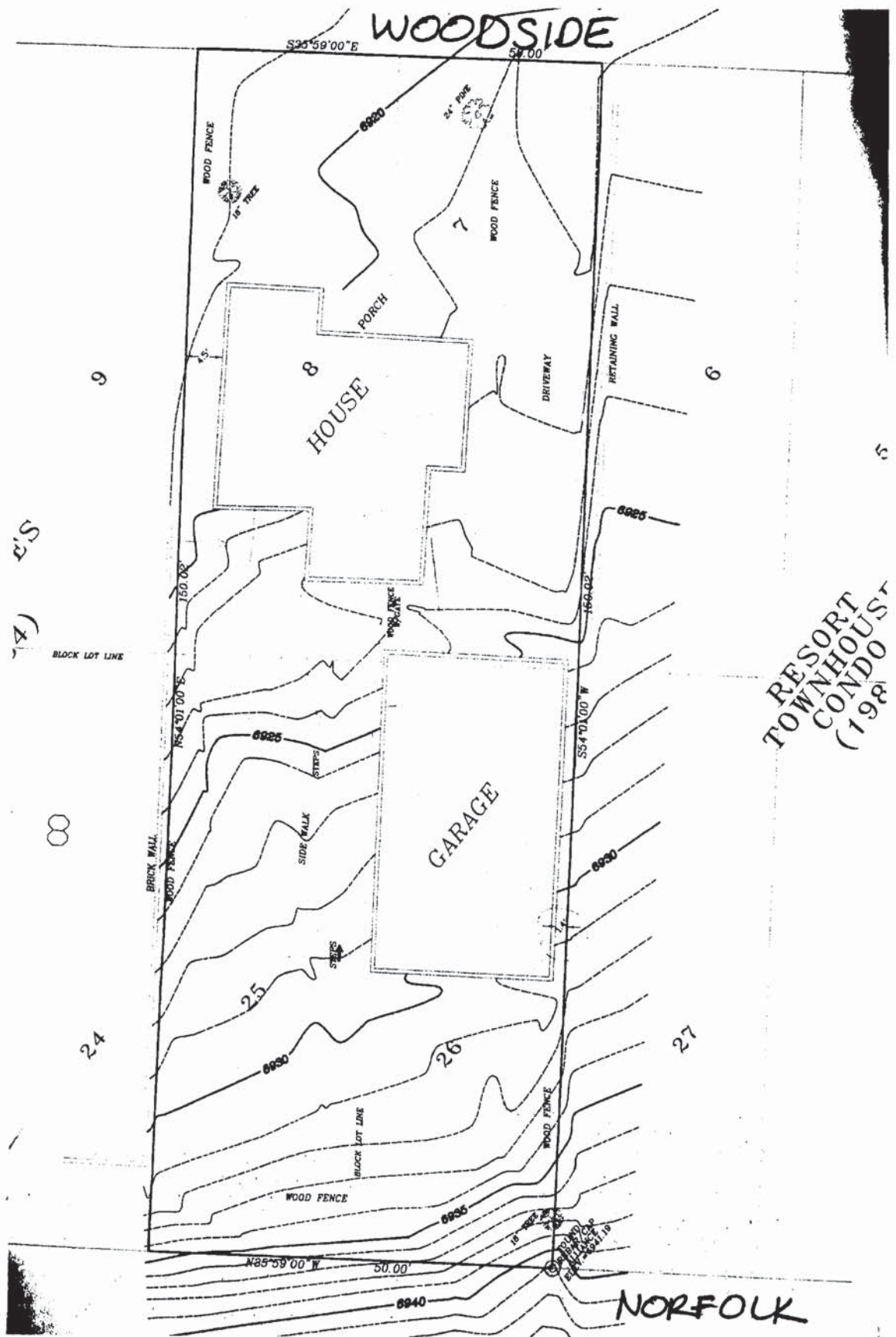


Exhibit B – Site Survey

Anya Grah

From: Brian Van Hecke <bvhutah@gmail.com>
Sent: Monday, July 22, 2013 12:18 PM
To: Anya Grah
Cc: Thomas Eddington
Subject: 1127 Woodside Avenue

Hi Anya,

Nice speaking with you today regarding 1127 Woodside Avenue and the request to combine 4 Old Town lots.

This is a great historic home that truly represents Park City's long and vibrant history. I've walked by the house for years and always admired it.

As discussed, I would like to express my general concern and the danger of lot combinations in historic Old Town. As you know density is already a major issue within Old Town. Developers and many property owners have been building and/or adding on to homes that are way beyond scale of historic standards.

Although the request to combine the lots may seem reasonable it's very important to only consider lot combinations when true plans are also presented (at the same time) as the basis for the lot combination request. What are the plans of the owner? What is the basis for the request?

I appreciate your review and efforts to help protect historic Old Town Park City. Please help to maintain the historical integrity of Old Town Park City.

Regards,

Brian
1101 Empire Avenue
435.901.1500

HISTORICALLY SIGNIFICANT PROPERTIES | PARK CITY, UTAH

Exhibit H



ADDRESSES AND PROPERTY BOUNDARIES | PARK CITY, UTAH



Exhibit I



Planning Commission Meeting - DRAFT
August 14, 2013
Page 5

Commissioner Hontz noticed when reading that Staff report that her husband, Jonathan Weidenhamer, had written the Staff report in 2005 for 1127 Woodside Avenue. She did not believe that presented a conflict or would affect her decision this evening.

CONTINUATION(S) – Public hearing and continue to date specified.

1. Land Management Code – Amendments to Chapter 2.4 – Historic Residential-Medium Density (HRM) District

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE the LMC Amendments to Chapter 2.4 – Historic Residential Medium Density District to August 28, 2013. Commissioner Savage seconded the motion.

VOTE: The motion passed unanimously.

2. 7905 Royal Street – Record of Survey Amendment
(Application PL-13-01968)

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 7905 Royal Street to August 28, 2013. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. 1127 Woodside Avenue – Plat Amendment
(Application #PL-13-01893)

Planner Anya Grahn reported that the property owners at 1127 Woodside Avenue were requesting a plat amendment to combine four lots of record into one lot. The lots include Lots 7, 8, 25 and 26 of Block 8 of the Snyder's Addition. The existing 1904 Landmark house currently straddles the interior lot lines between Lot 7 and 8. There is also a legal non-conforming non-historic garage that encroaches between Lots 7 and 26.

Planner Grahn stated that the house and garage do not meet the current side yards setbacks. She noted that the Chart on page 101 of the Staff report incorrectly showed that the required side yard setbacks were 10 feet. The required side yard setbacks are actually 5 feet. The house is 4.5 feet from the north side yard setback. The garage is 1.4 feet from the south side yard setback. The garage was also 19 feet tall, which exceeds the 18-foot height requirement for an accessory structure. Planner Grahn stated that the house and the garage conform to the front and rear yard setbacks and the house meets the maximum height requirement. The garage and the house were both below the maximum building footprint as existing.

Planner Grahn explained that the applicant was requesting this plat amendment in order to move forward with an HDDR. The Staff met with the applicant in February to discuss the options for possibly adding a small addition to the house. At that time the applicant was also considering connecting it to the garage. However, in talking with the architect it appears she only plans to add a mud room and a bedroom, which would add approximately 335 square feet of footprint to the historic house.

Planner Grahn pointed out that any new additions would have to comply with the setbacks required by the Land Management Code as well as the Historic District Design Guidelines. An accessory apartment above the garage was approved in 1992. As it sits now the property is similar to a duplex because of the accessory apartment above the garage and the house. Planner Grahn clarified that the owner intends to use it as a single-family property and not have renters.

Planner Grahn noted that the total square footage of the house and the garage was 2,672 square feet, which includes the footprint and the upper levels. She noted that 2,672 was the number calculated by the architect, but it does not correspond to the Summit County Recorder's information provided on the chart. She stated that this was not the first time the Staff has found that the Summit County Recorder has incorrect information.

Planner Grahn remarked that the amendment of the four lots would create one of the largest lots in the neighborhood, as outlined in the comparison chart on page 102 of the Staff report. Other larger plat amendments were seven lots at the Park City Mechanical Arts Building, as well as a plat amendment of three lots at 1140 Woodside. She noted that the majority of the lots in the neighborhood were between 2 and 2-1/2 lot combinations.

The Staff found good cause for this application because moving the interior lot lines would help the applicant improve the site. It also allows the City to gain a 10-foot wide snow storage easement along Woodside and Norfolk Avenue. At the same time, Planner Grahn thought they needed to be sensitive to the fact that there is a historic Landmark home on the property and, therefore, not allow a property owner to maximize the footprint.

In researching past applications, they found that in June 2011 the Planning Commission approved a plat amendment at 929 Park Avenue that actually set a footprint limitation. That application was a plat amendment for two full lots and the remnants of two additional lots. There was also a historic house that straddled interior lot lines. At that time the Planning Commission added a condition of approval that included a reduction of footprint based on the Land Management Code Footprint Formula.

Planner Grahn stated that if they were to do the same for 1127 Woodside, the four lots currently equate to 7,501 square feet and the footprint formula calculates 2,461 square feet. She pointed out that it would not limit the footprint but there was the potential to negotiate an average for what it should be.

Planner Grahn referred to a wooden fence along the south property line and suggested adding a condition of approval requiring an encroachment agreement if one does not already exist, to settle any issues that may arise with the fence.

Commissioner Strachan asked Planner Grahn for the footprint limitation. Planner Grahn stated that after looking at it again, she would suggest 2,100 square feet. Currently, the maximum footprint could be 2,461. It would give the applicant some flexibility in adding the addition or possibly changing the non-historic garage in the future.

Jonathan DeGray, representing the applicant, was comfortable with reducing the footprint as long as it allowed the owner to improve the historic home to make it more livable by adding a mud room and a small bedroom. They were looking for an additional 350 square feet. If the 2,100 square feet proposed by Planner Grahn would allow for that expansion, he would not be opposed.

Commissioner Savage clarified that 2,100 square feet would allow for the proposed expansion plus a little extra.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Hontz supported the Staff recommendation, with proposed changes to the Findings of Fact and Conditions of Approval. Planner Grahn referred to Finding 7 and removed the language "...and possibly an addition to the non-historic house", since the owner was no longer considering an addition to the garage. The new finding should read,

The applicant is considering a rear addition to the historic structure. Thus far no HDDR application has been submitted.” The remainder of the last sentence was also deleted.

Planner Grahn noted that Findings 14 and 15 should be corrected to reflect a 5 foot side yard setback instead of a 10 foot side yard setback.

Planner Grahn noted that Condition 7 should be added to address the 2,100 square foot footprint limitation. Mr. DeGray clarified that he was comfortable with the square footage, but he wanted to check the math to make sure it would allow for the 350 square foot addition.

The Commissioners discussed revisions to Finding 11. Assistant City Attorney McLean recommended that they keep the first sentence because it adds justification to why they were limiting the footprint. They could then add that the owner consents to limiting the size to 2100 square.

Commissioner Hontz suggested that they should also reference historically significant and landmark structures to justify the limitation.

The first sentence of Finding 11 was revised to read, “The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; and the owner consents to limiting the size to 2,100 square feet; however....”

Commissioner Hontz referred to Condition of Approval 3, and suggested adding a comma after the word “home”, and another comma after the “HDDR”. She felt the commas made the sentence easier to read and understand.

Commissioner Hontz referred to Condition 5 and recommended changing “Two (2) 10’ wide public snow storage easements...” to read, “One 10-foot wide public snow storage easement is required along the street frontage of Woodside and one 10-foot wide public snow storage easement is required along the street frontage of Norfolk Avenue.” She thought it was better to separate the two for clarity.

Mr. DeGray reiterated his concern about making sure the footprint numbers were accurate before they were memorialized in a condition of approval. Commissioner Hontz stated that the Staff could bring back the Findings and Conditions for ratification to allow Mr. DeGray to work with the Staff to check the numbers before it goes to the City Council. If the number is different than 2,100 square feet, the Planning Commission could discuss it at that time.

Commissioner Savage pointed out that having to come back to the Planning Commission would delay the process for the application. Commissioner Strachan suggested that Mr. DeGray and Planner Grahn step into the hall and work out the math, and come back with revised Findings and Conditions that the Planning Commission could ratify this evening. The Commissioners concurred.

Planner Grahn and Mr. DeGray left the room and the Planning Commission moved to the next item on the agenda.

Planner Grahn and Mr. DeGray later returned with agreement on the square footage and the revised Findings and Conditions.

Commissioner Hontz referred to the table on page 102 of the Staff report and clarified that per the Summit County Recorder, the 1,358 square feet was in the actual structure and not a footprint. Planner Grahn replied that this was correct. However, in re-measuring the house, Mr. DeGray found that the actual size is 2,672 square feet, including the garage. She pointed out that if the Summit County Recorder's office was that far off on this property, she could only imagine the discrepancies with the rest of the properties on the street.

Commissioner Hontz wanted to know the square footage of the Landmark structure at 1127 Woodside without the garage. Mr. DeGray could not recall the actual square footage of the house, but the footprint was calculated at just under 800 square feet. The basement was 400 square foot basement and there was 250 square feet upstairs. He estimated the square footage to be approximately 1400 square feet. Commissioner Hontz believed that 2,100 square feet would allow significantly more than the 350 square feet needed for the addition. Mr. DeGray calculated that there was a little over 800 square feet in the existing house in footprint and they were looking for an additional 350 square feet.

Commissioner Hontz wanted to address the house separately from the garage, because in order for the garage footprint to expand, it does not meet the Code in terms of setbacks. Mr. DeGray emphasized that the owner did not want to expand the footprint of the garage, and he was willing to make that a condition of approval.

Assistant City Attorney McLean pointed out that the garage is not historic and it could be torn down in the future and a new garage built. Commissioner Savage thought the condition should address the house. If someone wanted to change the garage they would have to submit a different application. Director Eddington stated that they should limit the square footage of the house to 1200 square feet in one condition, and state in a separate condition that the square feet footprint of the garage would not exceed 880 square feet either as is or if it was torn down and replaced.

Commissioner Hontz stated that in looking at the table on page 102 she thought the 1200 square feet for the footprint limitation of the historic house made sense, because they were trying to replicate the pattern and limitations and footprints they see in the existing structures. She wanted to continue to maintain the compatibility she sees in the charts.

Assistant City Attorney McLean reiterated her concern that because the garage is not historic, they have no way of knowing what might happen in the future. If someone wanted to attach a garage that meets the Historic District Guidelines, they would normally be entitled to do that. It would be confusing in the future to decipher what would be permitted or not, with a plat note that talks about the existing garage. Commissioner Strachan stated that someone could come in for a plat amendment to amend the plat for the garage. He asked if a plat amendment for the garage would create a legal problem. Ms. McLean stated that it creates additional hurdles. She recognized that if the applicant's representative was willing to accept a condition of approval it should not be a problem.

Commissioner Savage suggested that they restrict the total allowed footprint on the lot to 2100 square feet and the footprint for the house could not exceed 1200 square feet. It would constrain the size of a garage but it would not prohibit anything as long as it stays within the total footprint. Mr. DeGray pointed out that this was a Landmark structure and it would have to go through a full HDDR. Expanding the home beyond a reasonable notion would be prohibited by the Landmark status.

Speaking on behalf of his client who was out of town, Mr. DeGray stated that a maximum of 2100 square feet, with the understanding that it is a Landmark structure and would have to go through an HDDR, would be most appealing.

Commissioner Hontz suggested that they add Condition 7 to read, "The maximum footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet." The Commissioners concurred.

MOTION: Commissioner Savage moved to forward a POSITIVE recommendation to the City Council for the Plat Amendment at 1127 Woodside Avenue according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the Staff report and as amended. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1127 Woodside

1. The property is located at 1127 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The applicants are requesting to combine four (4) Old Town lots into one Parcel.
3. The plat amendment is necessary in order for the applicant to move forward with an HDDR for the purpose of a rear yard addition to the historic house as well as a future addition to the non-historic garage.
4. The amended plat will create one new 7,501 square foot lot.
5. Currently the property is four (4) Old Town Lots, Lots 7 and 8 as well as Lots 25 and 26 of Block 8.
6. The existing historic 1,358 square foot home is listed as "Landmark" on the Historic Sites Inventory (HSI).
7. The applicant is considering a rear addition to the historic structure. Thus far, no HDDR application has been submitted and the applicant met with Planning Staff to discuss the possibility of an addition on February 6, 2013 during Design Review.
8. The existing non-historic garage straddles Lots 7 and 26 of the Snyder's Addition. It is classified as legal non-conforming.
9. Any proposed additions to the existing historic home will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
10. The maximum building footprint allowed is 2,460.56 per the HR-1 LMC requirements. The current footprint of the historic structure is 679 square feet and the footprint of the garage accessory structure is 871 square feet. This would allow a maximum footprint addition of 910.56 square feet; however, the applicant intends to only introduce a small addition to the historic house with a footprint of 350 square feet. This small increase to the size of the house will maintain its compatibility with other homes in the neighborhood.
11. The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; however, adherence to the Design Guidelines for Historic Sites would require that the mass and scale of any new additions is compatible with the historic structure. The applicant proposes to add a small addition of approximately 350 square feet to the historic building.
12. The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. The largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.
13. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8.

14. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation's setback. The garage sits 1.4' from the south property line; the current code requires a five foot (5') side yard setback. The garage encroaches over the lot line between Lots 26 and 7. The plat amendment will remove these encroachments over interior lot lines.
15. Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8 and does not comply with the required five foot (5') side yard setback along the north property line as it is only four feet six inches (4'6") from the property line.
16. New additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law – 1127 Woodside

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

Conditions of Approval – 1127 Woodside

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 complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

5. One (1) 10 foot (10') wide public snow storage easements is required along the street frontage of the lot along Woodside Avenue and one (1) ten foot (10') wide public snow storage easement will also be required along the street frontage along Norfolk Avenue. These both shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.
7. The maximum footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet.

2. 7620 Royal Street – Record of Survey Amendment

Planner Whetstone provided a handout of the plat with a change to the square footage being proposed for Unit 401. The revised ordinance was also provided.

Planner Whetstone reviewed the request to amend Unit 401 of the Royal Plaza Condominiums, a condominium project located at Silver Lake. The amendment would convert limited common deck and chimney area to private area for Unit 401. Planner Whetstone noted that the net increase would be 40 square feet. She noted that the Staff report incorrectly showed the net increase of 66 square feet due to a problem with CAD doing the survey. The plat that was submitted with the application stated that the new unit would be 66 square feet that what was currently platted. The Staff calculated a net increase of 40 square feet and the number needed to be amended. Planner Whetstone noted that the correct increase of 40 square feet would be recorded in the square footage of Unit 401.

Planner Whetstone reported that this was the third amendment to the Royal Plaza; however unit 401 has never been amended. In 2009 the Staff relooked at the units and found that they needed to add a significant amount of UEs. At that time the Deer Valley Master Plan was amended to account for that.

Planner Whetstone referred to an analysis in the Staff report comparing the permitted through the MPD/CUP and the proposed. The applicant requested an increase of 40 square feet and that change was reflected in the first paragraph of the ordinance.

Planner Whetstone noted that the project must comply with the Deer Valley Master Plan. The Staff reviewed the request and 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 amended to correctly reflect the correct Unit Equivalent Addition of .02 unit equivalents, as opposed to .03.



City Council Staff Report

Subject: Amendments to Regulations on Convention Sales Licensing Requirements
Author: Jason Glidden
Department: Sustainability
Date: September 5, 2013
Type of Item: Legislative

Summary Recommendations:

Staff recommends City Council hold a public hearing and approve the attached ordinance that amends how Convention Sales Licenses are regulated, including the following specifics within the Municipal Code:

1. Amend Section 4-1-1.20 of the Park City Code, Engaging in Business to clarify that Gifting & Promotion constitutes conducting business;
2. Create Section 4-1-1.22 to define Gifting;
3. Amend Section 4-2-16 to clarify how more than one vendor in a single tenant space is regulated;
4. Amend 4-2.21(D) to clarify existing exemptions for individual vendors at conventions and trade shows in spaces that are designated as convention space through a full business license. These exceptions will not apply during the Sundance Film Festival due to additional impacts caused and to reinforce that if any point of sales transactions are taking place licensing is required year round;
5. Amend 4-3-9 to create an umbrella license for multiple vendors at one physical location as well as create two separate types of a stand-alone category of convention sales business licensing. One for during Sundance Film Festival and the second for dates outside of the festival;
6. Amend Section 4.3 of the Park City Fee Schedule to reflect the changes to Section 4-3-9 of the Municipal Code;
7. Support administrative changes to licensing forms that reflect the changes made to Section 4.3.9 that allow for "umbrella organization" be a point of contact for single-addressed spaces that have multiple vendors, provided each vendor engaged in business pays all applicable individual inspection, sign and licensing fees, and
8. Only require federal tax ID number (as opposed to Utah State Tax ID number) if only Gifting or Promotion occurs.

Topic/Description:

Convention Sales Licenses and gifting amendments.

Background:

Convention Sales Licensing has long been a part of the Municipal Code to facilitate conventions in hotels. The use of the section has expanded over the years. The major

provisions of the convention sales licensing code were amended prior to and in anticipation of the 2002 Winter Olympics to address enhanced level of service fees. There was a need to manage the additional business activity expected for the Games that was not officially part of the Salt Lake Olympic Committee Master Festival License (MFL). During the Olympics, the Convention Sales License provision was an effective tool to facilitate and provide predictable and consistent parameters within a controlled venue.

More recently, the Sundance Film Festival has evolved with short-term and non-traditional business activity not affiliated with the Sundance Institute becoming more prevalent. This growth in unaffiliated activities has created impacts throughout the community. Problems arose in the 1990s and 2000s as commercial activity crept into the residential areas. The City made a conscious effort through enforcement to bring the activity back to Main Street and other commercial areas to better manage the adverse impacts. However, the City has continued to use the convention licensing for these broader short term business activity.

Not all properties can be permitted with a Convention Sales License. This type of license is only allowed in Type A (Assembly Use) properties. A property is assigned either a Type A or Type B use based on its maximum allowable occupancy. Any property that allows for 50 or more people is considered a Type A property. If the permitted occupancy capacity for the property is 49 or fewer it is a Type B property. Type B property owners seeking to rent out their property for short term or for non-traditional business activity would be required to purchase a full Business License.

On [November 3, 2011](#), a work session was held with City Council on this topic. Council gave direction to:

1. Pursue immediate code amendments to address temporary businesses and gifting during the Sundance Film Festival, and
2. Begin a dialogue with stakeholders to consider longer term amendments to business licensing codes.

Staff returned to Council on [November 17, 2011](#) and received further direction:

1. Create a licensing system to level the playing field between Type A (Assembly Use) and Type B (Non Assembly Use) properties and increase accountability of the applicants who organize several vendors or gifting booths at one location, and
2. Find alternative ways to verify and/or track business applicants other than Utah Tax Identification Number.

The short term business activities during the Sundance Film Festival creates health, safety and wellness concerns for the City and it's residents, including the City's ability to provide basic police, safety, and emergency services created by the t the additional activities. Additionally, these activities frequently create significant community impacts including construction noise during the redesign of building interiors, traffic and

congestion from loading equipment and furnishings in and out of the buildings , reduced parking, maximized temporary occupancy, traffic and other impact issues that require a large amount of staff time to mitigate. Council must continue to weigh enabling the free market to encourage private businesses to realize positive economic benefits that temporary rentals bring, versus protecting the long-term economic viability of special event partners by facilitating temporary business for interests that may have a negative impact on the Sundance Film Festival including decreasing the value of sponsorships.

Analysis:

The analysis section breaks down each proposed change to the Municipal Code. The attached Ordinance includes code amendments to address immediate Council goals related to gifting and regulating short term business including:

Clarifying that Gifting and Promotion is business - Sections 4-1-1.20 & 4-1-1.22

“Gifting” will now be a defined term. The definition includes hospitality, exhibition, promotional and other related activities. The definition of “Engaging in Business” is clarified to recognize Gifting and Promotion as conducting business.

All vendors licensed individually – Section 4-2-16

In November 2011 there was consensus from Council that each individual vendor shall be licensed individually if they are physically present regardless of whether they are sharing space. The Historic Park City Alliance (HPCA) believes, and Economic Development staff concurs, that the current process that requires each individual vendor to apply for a license individually within the same address is not user friendly.

Staff proposes administrative changes to licensing forms and Municipal Code that allow for an “umbrella organizer” to be the point of contact and applicant for single-addressed spaces that have multiple vendors, provided each vendor engaged in business provides a valid Federal Tax Identification Number even if no sales transactions are being processed. If sales transactions are taking place then each individual vendor with sales transactions would also be required to provide a Utah Sales Tax Identification Number and pay all applicable individual inspection, sign and licensing fees (Exhibit A). This change will apply in the case where the temporary business is going into a Type A Assembly space. The promoter or organizer who is responsible for the entire space will get an umbrella license with the number of individual vendors each being charged a flat convention license rate plus applicable inspection and sign fees.

This option will not be available to short term businesses going into non-assembly spaces (e.g. small retail properties), or broader umbrella organizers who use multiple, and separately addressed spaces (i.e. Town Lift).

Exemptions for Conventions & Trade Shows – Section 4-2.21(D)

Currently, locations that apply for a business license under a convention assembly space use, in order to host traditional conventions and/or tradeshow, pay a fee calculated on the amount of square footage. Current language exempts individuals exhibiting goods concurrent with and as an adjunct to group displays, trade shows or

conventions from additional licensing fee requirements, provided the convention space has a valid full business license. Because the definition of Gifting includes exhibiting and Gifting is defined as Engaging in Business, it does not fall under the exception to Business Revenue License Fee and therefore requires a separate business license, staff is proposing further changes to distinguish gifting from exhibiting concurrent to and as an adjunct to a convention. Changes to this section will:

- Clarify that the existing exception for individuals exhibiting goods concurrent with and as an adjunct to group displays, trade shows or conventions will not apply during the Film Festival due to the impacts created during that event ***unless the gifting, exhibiting, marketing, or promotion of goods are targeted to a group that is part of a function that is fully contained within a licensed convention space where the group has purchased a room block as part of their event;***
- Reinforce that if point of sales transactions are taking place, proof of Utah Tax Identification Number is required.

Separate type of convention sales license for Sundance Film Festival – Section 4-3-9 of the Municipal Code and Section 4.3 of the Fee Schedule

Staff recommends differentiating traditional conventions and tradeshow from temporary gifting and promotional activity which occurs during the Sundance Film Festival. Rather than introduce a temporary business license, staff recommends making amendments within the existing Municipal Code. The proposed changes will treat all non-MFL locations equally during the festival, reinforce and facilitate keeping commercial activity out of residential neighborhoods, regulate business activity and properly inspect properties in order to ensure a safe environment while covering costs incurred by the City.

Codifying this specific language will clarify the requirements during the Sundance Film Festival, when substantial non-traditional business activity is taking place. It will allow for an organizer to submit an umbrella application. This will reduce the number of applications received by the Finance Department as well as increase accountability of the event organizers to ensure all vendors are properly licensed and inspected under the umbrella license. In a case where an individual vendor under the umbrella license isn't properly licensed and inspected, staff would have the administrative enforcement authority to prevent further operations of the entire location until all vendors are in compliance. This alone should encourage the organizer to make sure everything is licensed properly.

Fee Schedule Changes

In an effort to increase consistency within the fee schedule and to cover more of the administrative costs, staff is proposing the following changes to the fee schedule

CURRENT

TYPE	ADMIN FEE	PERMIT FEE	B.I.D. FEE	ADDITIONAL VENDOR FEE
CSL - REGULAR	\$ 50.00	5% of Business License Cost	\$ -	N/A
CSL - SUNDANCE	\$ 265.00	\$ -	\$ -	N/A
BUSINESS LICENSE - REGULAR	\$ 149.00	Based on type of business and total square footage	\$ 243.00	N/A
BUSINESS LICENSE - SUNDANCE	\$ 149.00	Based on type of business and total square footage	\$ -	N/A

PROPOSED

TYPE	ADMIN FEE	PERMIT FEE	B.I.D. FEE	ADDITIONAL VENDOR FEE
CSL - REGULAR	\$ 149.00	5% of Business License Cost	\$ -	\$ 149.00
CSL - SUNDANCE	\$ 372.00	5% of Business License Cost	\$ -	\$ 372.00
BUSINESS LICENSE - REGULAR	\$ 149.00	Based on type of business and total square footage	\$ 243.00	N/A
BUSINESS LICENSE - SUNDANCE	\$ 149.00	Based on type of business and total square footage	\$ 243.00	N/A

The proposed fee increases are based on a fee analysis study that determined actual administrative costs incurred by the City to process a business license application. The suggested increases in fees will reduce the City's subsidy level during the Sundance Film Festival when associated impacts are high.

City Staff has met with various stakeholders including the Historic Park City Alliance, Park City Lodging Association, Sundance Institute and the Park City Chamber to answer questions and address concerns. Staff also held a stakeholders meeting that included all of these groups where we went over each of the changes, answered questions and took suggested edits. In addition, staff met with the managers of the largest convention spaces in Park City to discuss the changes and take feedback. All groups were sent final draft changes to the codes and asked to give final feedback before the City Council work session.

Department Review:

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

Alternatives:**A. Approve:**

Adopt the ordinance as proposed. This is the recommended action of staff.

B. Deny:

Denying the request would mean that licensing remains the same and a lack of clarity in definition of conducting business as it relates to gifting, require each individual vendor to submit a convention sales license regardless of shared space and continuing to require a large amount of staff time to process business licenses.

C. Modify:

Modify the ordinance as proposed. Council could make changes to the ordinance and then adopt the ordinance.

D. Continue the Item:

Continuing the item and providing direction to staff on revisiting the proposed ordinance is an acceptable option, as long as the ordinance can return to Council in a timely manner to be effective for the 2014 Sundance Film Festival.

E. Do Nothing:

Doing nothing would produce the same results as denying the proposal.

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 + Unique and diverse businesses		+ Shared use of Main Street by locals and visitors	+ Fiscally and legally sound + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Positive 	Very Positive 
Comments:				

Consequences of not taking the recommended action:

Denying the request would mean that licensing would stay the same and it would result in a lack of clarity in definition of conducting business as it relates to gifting, require each individual vendor to be required to submit a convention sales license regardless of

shared space, continuing to require a large amount of staff time to process business licenses.

Recommendation:

Staff recommends City Council hold a public hearing and approve the attached ordinance that amends how Convention Sales Licenses are regulated, including the following specifics within the Municipal Code:

3. Amend Section 4-1-1.20 of the Park City Code, Engaging in Business to clarify that Gifting & Promotion constitutes conducting business;
4. Create Section 4-1-1.22 to define Gifting;
5. Amend Section 4-2-16 to clarify how more than one vendor in a single tenant space is regulated;
6. Amend 4-2.21(D) to clarify existing exemptions for individual vendors at conventions and trade shows in spaces that are designated as convention space through a full business license. These exceptions will not apply during the Sundance Film Festival due to additional impacts caused and to reinforce that if any point of sales transactions are taking place licensing is required year round;
7. Amend 4-3-9 to create an umbrella license for multiple vendors at one physical location as well as create two separate types of a stand-alone category of convention sales business licensing. One for during Sundance Film Festival and the second for dates outside of the festival;
8. Amend Section 4.3 of the Park City Fee Schedule to reflect the changes to Section 4-3-9 of the Municipal Code;
9. Support administrative changes to licensing forms that reflect the changes made to Section 4.3.9 that allow for “umbrella organization” be a point of contact for single-addressed spaces that have multiple vendors, provided each vendor engaged in business pays all applicable individual inspection, sign and licensing fees, and
10. Only require federal tax ID number (as opposed to Utah State Tax ID number) if only Gifting or Promotion occurs.

Exhibits

Draft Ordinance – proposed changes are in red font

Draft Resolution for Fee Schedule

Exhibit A Updated Convention and Sales License Application

Ordinance No. 13-

**AN ORDINANCE AMENDING SECTIONS: 4-1-1.20; 4-2-16; 4-2-21(D); 4-3-9; and
CREATING SECTION 4-1.1.22 OF THE PARK CITY MUNICIPAL CODE TO
CLARIFY HOW CONVENTION BUSINESSES AND GIFTING ARE REGULATED.**

WHEREAS, the Park City Code places limitations on convention business activity to minimize impacts on the long term vitality of brick and mortar businesses as well as contracted master festival license holders that provide broad benefits to the Community;

WHEREAS, the City Council finds that it is in the public interest to regulate convention business uses because they create disproportionate impacts to providing City services including staff time, physical impact on structures, load-in and load-out, parking, maximization of temporary occupancy, traffic and other health, safety and welfare issues;

WHEREAS, public hearings were duly held before City Council on September 5, 2013; and

WHEREAS, public notice and opportunity to comment were provided, pursuant to the Municipal Code; and

WHEREAS, the City Council finds and determines that, allowing temporary uses of permanent spaces allows private business owners to realize positive economic impacts from temporary rentals while encouraging commercial activity to remain in commercial districts and managing adverse impacts; and

WHEREAS, the City Council finds the proposed amendments in the best interest of the residents of Park City;

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

SECTION I. FINDINGS. The above-recitals are hereby incorporated herein as findings.

SECTION II. AMENDMENTS TITLE 4 OF THE MUNICIPAL CODE.

The following amendments shall be made to Chapter 4 of the Municipal Code of Park City, as follows:

4- 1- 1. DEFINITIONS.

...

4-1-1.20 **ENGAGING IN BUSINESS.** Includes all activities engaged in within the corporate limits of Park City carried on for the purpose of gain or economic profit, except

that the acts of employees rendering service to employers shall not be included in the term business unless otherwise specifically prescribed. "Engaging in business" includes but is not limited to: the sale, rental, gifting, or **promotion** of tangible personal or real property at retail or wholesale; the manufacturing of goods or property and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation, or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment; each manufacturing or originating company whether individually occupying a premise or co-locating shall be required to obtain an individual business license for that business activity.

...

4-1-1.22 GIFTING– Includes various hospitality, gifting, filming, display, exhibiting or promotional use of goods, not for sale and other related activity that are marketing or promoting tools in which goods are given or traded to the public in general or desirable people so that the product will be associated with those people and appear in publications, media, internet, etc. and give the product exposure. Gifting is not just the display of goods with the hopes of future orders; it involves actually giving the product away, where the consideration for the gift is the exposure of the product; and includes direct or indirect interaction with customers, potential customers in order to increase awareness of a product, service or company. Corporate groups that receive gifts purchased by the corporation are not provided by another entity and are exclusively for the group will not be considered gifting.

.....

4-2-16 SEPARATE BUSINESSES, LICENSED PREMISES.

Where two (2) or more persons conduct separate businesses at the same location, each such person shall provide **individual Utah tax identification number if sales transactions are taking place, federal tax identification numbers if only promotion or gifting is taking place**, be responsible for all required licensing, inspections and sign permits for each such business and pay the required fees for such business. Where a person is a licensee pursuant to provisions in the beer and liquor licensing chapter of this Title, that person shall obtain a separate business license for each licensed premises.

....

4- 2-21. EXCEPTIONS TO CONVENTION SALES LICENSE.

No convention sales license shall be required under this Chapter upon the following persons or businesses:

.....

(D) Any individual vendor, person, firm, or corporation gifting, exhibiting, marketing or promoting goods concurrent with and as an adjunct to a group display, meeting or convention duly authorized to be held; provided that the convention space is duly licensed under other applicable ordinances, and listed as such on the properties business license. Traditional hotel/restaurant offerings including private dinner bookings in restaurants, existing entertainment such as in restaurant outlets or lounges etc., groups utilizing interior signage. Building inspections are required until code compliance is achieved. Vendors that anticipate selling a tangible product or service in meeting or convention authorized space must apply for a Temporary Utah States Sales Tax Number and report all sales to the State of Utah after the conclusion of the event. This exception does not apply during the dates of the Sundance Film Festival due to the increase impacts during this event unless the gifting, exhibiting, marketing, or promotion of goods are targeted to a group that is part of a function that is fully contained within a licensed convention space where the group has purchased a room block as part of their event;

....

4-3-9 CONVENTION SALES AND HOSPITALITY LICENSE.

The Finance Department may issue licenses for a period not to exceed two (2) weeks for temporary use of convention, meeting, event and other assembly rooms within any licensed convention, meeting or assembly facility for the purpose of temporary exhibiting, marketing, displaying, Gifting or promoting of goods or services. If multiple vendors are sharing a space, an umbrella organizer may obtain a convention sales license for the entire space as long as each individual vendor provides individual tax identification number. The umbrella organizer will be charged a license fee for the umbrella license as well as a fee for each vendor listed on the application. All vendors included in the umbrella license must be located under one physical address. The umbrella organizer is also responsible for having an appropriate business license. Any person or business that is conducting point of sales transactions will be required to have separate business license whether in conjunction with a convention or not.

There are two types of Convention Sales and Hospitality Licenses.

TYPE 1 – Convention Sales License - This type of license will be available year round except for during the dates of Sundance Film Festival.

TYPE 2– Sundance Film Festival Convention Sales and Hospitality License – This type of license will only be available during the dates of the Sundance Film Festival.

The licenses may be issued on the following terms:

(A) LICENSE FEE. The license fee shall be as set forth in the Park City License Fee Schedule. An additional administrative fee as set forth in the Park City License Fee Schedule is hereby authorized for all such convention sales licenses effective during any portion of the Sundance Film Festival.

(B) TAX IDENTIFICATION NUMBER. The applicant must provide individual Utah tax identification number if sales transactions are taking place, federal tax identification numbers if only promotion or gifting is taking place, as a part of the license application to assist in verifying the collection and reporting of sales tax.

(C) APPLICATIONS. Applications must be filed at least ten (10) days prior to the proposed date of commencement of business to permit adequate time for the Police, Building, Finance and Planning Departments review and investigation. The Departments may request reasonable evidence of title to goods proposed to be offered for sale as a part of the review. Those engaging in business with a physical place of business within City limits will require building inspection to ensure code compliance prior to application.

(D) RESPONSIBILITY OF HOST BUSINESS TO ENSURE LICENSING AND COMPLIANCE WITH THE UNIFORM BUILDING AND FIRE CODES. Businesses which make all of or a portion or portions of their licensed business locations available to other persons for the purpose of engaging in business shall be responsible to ensure that such persons obtain business licenses and possess federal tax numbers and Utah state sales tax numbers listed in Park City if sales transactions are taking place . In the event a licensed hotel, motel, inn or bed-and-breakfast business fails to require such a showing, that business shall be liable for payment of all license fees and penalties payable by the person engaging in business at their licensed location. If such business is not currently licensed for assembly use, the business shall obtain the necessary inspection and permit from the Building Department. Nothing herein shall relieve the sub-letting/guest business from their individual responsibility to obtain the necessary licenses.

(Amended by Ord. 00-60; 01-38)

SECTION III. EFFECTIVE DATE. This ordinance shall become effective upon publication.

PASSED AND ADOPTED this 1st day of September 2013

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

City Recorder

Approved as to Form:

Mark D. Harrington, City Attorney

Resolution No. -13

**A RESOLUTION AMENDING SECTION 4, RELATED FEES AND REPLACING AND
REPEALING RESOLUTION NO. 15-11 IN ITS ENTIRETY**

WHEREAS it is necessary to update the fee resolution to amendments to Title 4 of the Municipal Code, Licensing and new applications types and their associated fees; and

WHEREAS, a public hearing was held on September 1, 2013, to receive public comments on the user fee amounts,

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A

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

PASSED AND ADOPTED this 1th day of September, 2013.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

PARK CITY FEE SCHEDULE (REVISED OCTOBER 1, 2013)

[amended section attached, entire schedule to be adopted]

SECTION 4. PEDDLERS, CONVENTION, AND SOLICITORS LICENSING

4.1 Solicitors Licensing Fee.

\$75.00 annually for each person licensed as a solicitor, except that any business which has already paid its solicitation fee of \$75.00 shall pay \$10.00 annually for every additional solicitor.

4.2 Street Musicians. \$5.00 per day for no more than 10 days

4.3 Convention Sales.

4.3.1 Type 1 Convention Sales and Hospitality Licenses.

\$149 plus 5% of the regular Park City business license fee for a business of that type, with the square footage based on the square footage of the meeting or convention facility (or portion thereof) rented or used by the licensee for his sales location site at the convention site. A fee of \$149.00 will be charged for each additional vendor or business listed on an umbrella application.

4.3.2 Type 2 Convention Sales and Hospitality licenses (effective during the Sundance Film Festival).

The fee shall be \$372 plus 5% of the regular Park City business license fee for a business of that type, with the square footage based on the square footage of the meeting or convention facility (or portion thereof) rented or used by the licensee for his sales location site at the convention site. A fee of \$372.00 will be charged for each additional vendor or business on an umbrella application.

4.4 Outdoor Sales

\$ 5.00 In addition to the regularly issued business license for that business.

\$4.00 In addition to the regularly issued business license for that business if business is a member of merchant's association organizing the outdoor sale.

\$50.00 Seasonal plants, Christmas trees or landscaping materials for a maximum period of 8 weeks per year.

Draft Administrative Convention Sales License Application TYPE 1



PARK CITY MUNICIPAL CORPORATION
P.O. BOX 1480 - PARK CITY, UT 84060 - 435-615-5221

CONVENTION SALES LICENSE 2013

ACTIVITY NUMBER (OFFICE USE ONLY)	STATE SALES TAX NUMBER	FEDERAL TAX I.D. NUMBER		
DRIVER'S LICENSE # ISSUING STATE	EMAIL ADDRESS / WEBSITE	SOCIAL SECURITY NUMBER		
BUSINESS NAME, ADOING BUSINESS AS@ & MAILING ADDRESS:		PHYSICAL ADDRESS OF ACTIVITY:		
		TELEPHONE (BUSINESS)	LOCAL NUMBER DURING ACTIVITY	
GENERAL DESCRIPTION OF BUSINESS ACTIVITY: DATES: _____ TIMES: _____			CONTACT PERSON DURING ACTIVITY	
			NUMBER OF EMPLOYEES ON SITE	
			EXPECTED OCCUPANCY	
<input style="vertical-align: middle;" type="checkbox"/> Please check here if there is more than one vendor/business in this space. Refer to instructions on rear of application form				
MANAGER=S NAME	ADDRESS (HOME)	TELEPHONE (HOME)	DATE OF BIRTH	
LOCAL AGENT FOR SERVICE OF PROCESS	ADDRESS (HOME)	TELEPHONE (HOME)	DATE OF BIRTH	
OWNER NAME	ADDRESS (HOME)	TELEPHONE (HOME)	DATE OF BIRTH	

I certify under penalty of perjury and license revocation that I am the authorized representative of the property owner; that I have read, know and fully understand the information and provisions of this license and the accompanying ordinance section governing business licenses; I certify that the information provided and representation made are complete and accurate to the best of my knowledge and my application is in accordance with Park City ordinances. This license shall be **VOID** if information or representations provided by licensee is incorrect or later changes and I fail to update such information within ten business days of the change of information. I acknowledge and understand the following: 1) That **THIS IS NOT A LICENSE**, but merely an application for a license to do business within Park City. 2) That if my application is approved, I shall be notified and issued a license certificate which must be displayed at my place of business at all times. 3) That the granting of this license to do business within Park City does not discharge or replace any other licensing or registration requirements I may have under City, County, State or Federal laws.

POSITION

SIGNATURE

DATE

CONVENTION LICENSE FEES

(Total from other side if applicable)

All fees must be verified by the Finance department and sent in at the same time the application is turned in for approval. Only cash and credit card payments are accepted. Please note: It takes approximately two weeks for all required approvals. You can contact the Finance department by phone at 435-615-5225.

Each person or business engaging in temporary exhibiting, marketing, displaying, Gifting or promoting of goods or services must be listed below. Any vendor that will be conducting business that includes sales must obtain a full business license in addition to be listed below.

Provide the following information requested, take the fee subtotal and fill in the CL Fees on p. 1.

Business/Product	Contact Name & Cell number	General Desc. Of Activity	Dates/Times	State Sales Tax ID	Fee
1.					\$149
2.					
3.					
subtotal					

I hereby certify I am responsible for the behavior, activity, conduct of each and every vendor on this application. Failure to comply with all applicable codes or failed inspections for any vendor on this list may result in the entire venue shut down _____