



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 13, 2017**

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, July 13, 2017.

WORK SESSION

2:00 p.m. Special Event Advisory Committee (SEAC) Interviews **PAGE 4**

CLOSED SESSION

2:20 p.m. To Discuss Property, Personnel and Litigation

WORK SESSION

4:10 p.m. Council Questions and Comments

4:25 p.m. – Council Top Priorities Discussion on Historic Preservation **PAGE 12**

4:45 p.m. – Discuss Net-Zero Buildings and Facilities **PAGE 20**

5:15 p.m. – Discuss Proposed Amendments to the Type 2 Convention Sales License **PAGE 30**

5:45 p.m. – Update on Microtransit Request for Proposal Process **PAGE 40**

REGULAR MEETING

6:00 p.m.

II. ROLL CALL

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

- Plastic Bag Ban Update **PAGE 44**
- 2017 Kae Draper Outstanding Transit System Award **PAGE 48**
- Park City Plaza Discussion Recap **PAGE 51**
- Coffee with Council Summary - June 27, 2017 **PAGE 53**

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

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 15 and 22, 2017
PAGE 59

VI. NEW BUSINESS

1. Courchevel Student Exchange Certificate Presentation **PAGE 78**
2. Bonanza Flat Open Space Planning Framework and Conservation Easement Timeline **PAGE 80**
(A) Public Input
3. Consideration to Approve a Letter of Intent Between Park City Municipal Corporation and the Kimball Art Center, Dated July 6, 2017, in a Form Approved by the City Attorney
PAGE 88
(A) Public Hearing (B) Continue to July 20, 2017
4. Consideration to Approve a Letter of Intent Between Park City Municipal Corporation and Sundance Institute, Dated July 6, 2017, in a Form Approved by the City Attorney
PAGE 111
(A) Public Hearing (B) Continue to July 20, 2017
5. Consideration to Approve Ordinance 2017-34, an Ordinance Establishing the Municipality Transient Room Tax Within the City of Park City, Utah, at One Percent (1%)
PAGE 118
(A) Public Hearing (B) Continue to July 20, 2017
6. Consideration to Approve a Purchase Agreement Between Bonanza Park, L.L.C., a Utah Limited Liability Company, JP'S NEVADA, LLC, a Nevada Limited Liability Company, Maverik Park City, L.L.C., a Utah Limited Liability Company and Park City Municipal Corporation, for the Bonanza Park East Parcel, Located at Approximately Kearns Boulevard and Bonanza Drive, in a Form Approved by the City Attorney
PAGE 120
(A) Public Hearing (B) Continue to July 20, 2017
7. Consideration to Approve Ordinance No. 2017-35, an Ordinance Approving the Gill Subdivision Plat Amendment Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney **PAGE 144**
(A) Public Hearing (B) Action
8. Consideration to Approve Ordinance No. 2017-36 an Ordinance Approving the Frank Andrews Building (FAB) Main Street Plat Amendment Located at 442/444 Main Street, Park City, Utah **PAGE 161**

(A) Public Hearing (B) Action

9. Consideration to Approve Ordinance 2017-37, an Ordinance Approving the Vacation of a 250 Square Foot Public Utility Easement Associated with 442/444 Main Street, Park City, Utah **PAGE 197**

(A) Public Hearing (B) Action

10. Consideration to Approve Ordinance 2017-38, an Ordinance Approving the Retreat at the Park, First Amended Plat Amendment Located at 1450-1460 Park Avenue, Based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney **PAGE 217**

(A) Public Hearing (B) Action

11. Consideration to Approve Ordinance 2017-39, an Ordinance Approving the Retreat at the Park Condominiums Located at 1450-1460 Park Avenue, Based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney **PAGE 235**

(A) Public Hearing (B) Action

VII. ADJOURNMENT

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

Posted: See: www.parkcity.org



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that City Council interview two additional candidates for the Special Events Advisory Committee (SEAC) vacancies and select three (3) appointments.

- Two candidates will serve three year terms expiring June of 2020; and
- One candidate will fulfill a vacant term, ending in June of 2019.

Staff currently plans to return to the July 20th City Council meeting for appointments. Appointed members will begin their terms at the August SEAC meeting.

Respectfully:

Jennifer Diersen,



City Council Staff Report

Subject: Special Event Advisory Committee (SEAC) Interviews
Author: Jenny Diersen, Staff Liaison to SEAC – Special Event Coordinator
Department: Special Events
Date: Thursday, July 13, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends that City Council interview two additional candidates for the Special Events Advisory Committee (SEAC) vacancies and select three (3) appointments.

- Two candidates will serve three year terms expiring June of 2020; and
- One candidate will fulfill a vacant term, ending in June of 2019.

Staff currently plans to return to the July 20th City Council meeting for appointments. Appointed members will begin their terms at the July SEAC meeting.

Acronyms

SEAC – Special Events Advisory Committee

Executive Summary

Staff requests for City Council to interview SEAC applicants. Council should consider selecting:

- Two candidates to fulfill two positions for three year terms expiring in June of 2020; and
- One candidate to fulfill a vacant term ending in June of 2019.

Hard copies of the SEAC Applications and Interview Questions are available upon request.

The Problem/ Challenge

Both the success and challenges of a multi-season resort destination have created a need to more effectively manage special events. Starting in the summer of 2014, City staff began receiving feedback that the community perception was that there was an increase in 'event fatigue'. From October of 2014 to March of 2016, steps were taken to improve the management of impacts from special events.

In June of 2015 the City Council adopted [Resolution 05-15](#) creating the Special Events Advisory Committee. On November 17, 2016, the City Council amended the SEAC resolution and adopted the amended resolution ([22-2016](#)), removing the business stakeholders from the committee and added three additional Community At-Large positions for the Special Events Advisory Committee. There are currently three positions to be filled.

Background

The City Council has considered the items related to Special Events and SEAC many times. A detailed list of those meetings is included as Exhibit C.

SEAC's role is to advise and provide recommendations to City Council from a community perspective regarding event debrief, event prioritization and threshold and city service fee reduction policy in Park City. SEAC's role is purely advisory.

The City Council still retains full authority over event approvals, including smaller events which they have delegated their approval authority to Staff.

- Staff evaluates each Special Event Application based on section [4-8](#) of the municipal code.
 - Staff has the authority to approve/deny Level 1, Level 2 or Level 3 Special Events which have not substantially changed, year over year.
 - Staff makes recommendations to City Council regarding the approval/denial of any new Level 3 Special Event or any Level 3 Special Event with substantial changes.
- City Council has the authority to approve new Level Three Special Events, or Level Three Special Events that have substantial changes.
- City Council retains the final authority for any appeals regarding Special Event denials.

SEAC's recommendations will impact the:

- The overall event threshold in Park City;
- Individual events across the event calendar;
- The City's role in facilitating and/or reducing events;
- Fee reduction with regards to policy changes;
- Our local businesses, non-profits, community partners and community members.;
- Community, arts and culture groups, and local businesses;
- Multi -Jurisdictional event coordination;
- Goals in the General Plan of promoting a [sense of community](#)

Analysis

- Staff has noticed the SEAC vacancies on the City's website beginning April 21, 2017. Applications were due on May 15, 2017. Staff received 4 applications at this time.
- At the end of May, staff received notice that a member of SEAC, Sarah Aures, was moving into the County, and therefore had a vacant term.
- Staff reopened SEAC Vacancies on Friday, June 9th and applications were due on Monday, June 19.
- The notice informed potential applications that interviews were scheduled on Thursday, June 29.
- During the advertising periods, staff received a total of seven SEAC applicants.
 - One of the applicants, Cheryl Fox is applying for a second term.

- One of the applicants, Peter O'Doherty, applied in November, but was not appointed to the committee. Peter is eligible and is reapplying for a position on the committee.
- The other 5 applicants have not applied to SEAC before and are eligible to serve on the committee.

The interviews schedule is currently scheduled as follows on Thursday, July 13, 2017:

Review Questions (5 minutes)

Interview Schedule: (10 Minutes each)

Jennifer Malherbe

Jill Campbell

Discuss Applicants (CLOSED)

Council completed interviews for the following candidates on June 29th.

Deanna Rhodes

Joseph (Jesse) Santaularia

Peter O'Doherty

Devery Karz

Staff anticipates returning to the regularly scheduled meeting on July 20th for SEAC appointments. Appointed members will begin their term at the July SEAC meeting.

Department Review

The Special Events, Economic Development, Executive and Legal Departments have reviewed this report.

Funding Source

No funding is needed for appointment, as members are not compensated.

Alternatives for City Council to Consider

1. Recommended Alternative:

Staff requests that City Council interview the candidates for SEAC vacancies and select two (2) members for three year terms expiring June of 2020, and one (1) member to fulfill a vacant term expiring June of 2019.

Pros

- a. SEAC's work impacts the City's Council's goals of creating a Complete Community that values historic preservation, economic diversity and the arts and culture, as well as, creating a Thriving Mountain Community.
- b. Consistent with City's goal of increasing citizen involvement.

2. Additional Time Alternative:

City Council could interview the candidates for SEAC vacancies and ask to continue the vacancy advertisements to receive additional applications for committee consideration.

Pros

- a. Allows Council and staff additional time to receive applications from community members to ensure the committee represents the community as a whole.

Cons

- a. Prolonging the selection of SEAC members may be perceived by the community as being non-responsive to their concerns.
- b. Current members of SEAC may be paused in their work of evaluating Special Events with regard to Fee Reduction, Event Prioritization/Threshold, Debrief and Fee Reduction.

Attachments

- A SEAC Vacancy Advertisement
- B SEAC Member Residential Neighborhood Representation & Terms
- C Special Event & SEAC Council Report Background



SPECIAL EVENTS ADVISORY COMMITTEE (SEAC)

Post Date: 6/09/2017



Autumn Aloft Hot Air Balloon Festival, 2016

The Mayor and City Council are accepting applications for three (3) positions on the [Special Events Advisory Committee](#). Two positions are eligible for reappointment, and one position is to fulfill a vacant term.

SEAC provides recommendations to the City Council from a community perspective regarding events that will create a diverse and well balanced offering to the local community. SEAC makes recommendations regarding events with regards to citywide carrying capacity threshold and prioritization, city service fee reduction policy, as well as overall event review and performance evaluation.

Members serve as representatives of the citizens of Park City and may serve no more than two consecutive terms. Those interested in serving on this committee must reside within the city limits of Park City. Two members will serve for a three-year term ending in June of 2020, and one member will complete the vacant term ending June of 2019.

Meetings are held the third Wednesday of each month, from 12 noon to 2 p.m. at the Park City Library Community Room. Committee members should expect to participate in 5 to 10 hours of work outside of meetings, and are not compensated.

The application form can be found on the city's website. For questions, please email Jenny Diersen jenny.diersen@parkcity.org or call 435.615.5188. Applications must be received by **Monday, June 19, 2017**. Applications may be submitted by email to Jenny Diersen, jenny.diersen@parkcity.org or in hard copy, to Jenny Diersen, Sustainability Department: Special Events Office, 3rd Floor, 445 Marsac Ave. P.O. Box Park City, UT. 84060.

Interviews with City Council are scheduled on Thursday, June 29. An interview schedule will be sent out after the application deadline. Selected candidates will begin their terms immediately at the July 19th SEAC meeting.

SEAC Neighborhood Representation & Current Terms

1. Sarah Klingenstein (Chair) – Park Meadows – First Term Expires June 2018
2. Maria McNulty – Old Town – First Term Expires June 2018
3. Penn Kinsey – Prospector – First Term Expires June of 2019
4. Karen West - Ellis – Park Meadows – First Term Expires June of 2019
5. *Vacant Term, Expiring June 2019 (Sarah Aures Resignation)*
6. *New Term, Expiring June 2020 (Mellie Owen did not reapply)*
7. *Cheryl Fox (Vice Chair) – Park Meadows – (Second Term Is Available for Reappointment), Expiring June 2020*

Special Event/ SEAC Background

City Council Reports:

October 9, 2014	Special Events Update Study Session – pages 2 through 17
October 9, 2014	Special Event Update Minutes – pages 1 through 2
December 4, 2014	Special Events Discussion – pages 8 through 24
December 4, 2014	Special Events Discussion Minutes – pages 9 & 10
March 26, 2015	Special Event Update – SEAC on pages 8 through 11 / Minutes – pages 1 through 2
June 4, 2015	Special Events Advisory Committee Establishment– pages 656 through 663 / Minutes – page 9
July 9, 2015	Special Events Advisory Committee Addition Manager's Report – page 14
January 28, 2016	Special Events Department Code Changes – page 93 through 140 / Minutes – pages 9 through 10
March 24, 2016	Title 4, Chapter 8 Special Event Code Amendment – pages 67 through 101 / Minutes - page 7
May 5, 2016	Special Event Fee Reduction (July 1 through December 31) pages 152 through 170 / Minutes – page 9
June 30, 2016	Staff Communications Special Event Advisory Committee Update - pages 188 through 210
September 22, 2016	Special Event Work Session Update - pages 7 through 30
September 22, 2016	Special Event Work Session Minutes - pages 7 through 11
November 3, 2016	Special Event Update Work Session - page 18 through 46
November 3, 2016	Special Event Update Work Session Minutes – pages 6 through 8
November 17, 2016	SEAC Amendment – pages 51 through 64
November 17, 2016	SEAC Amendment minutes – pages 6 through 8
January 5, 2017	SEAC Interviews – page 13
January 12, 2017	SEAC Interview – page 5



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

During Council's annual retreat in February, Council members affirmed 'Historic Preservation' as a Top Priority. Staff strives to create innovative programs and plans to support Council's long-term goals and objectives. Staff is asking for Council discussion on the goals and next steps for 'Historic Preservation.' Staff is also seeking to get Council's 'marching orders' in the coming year, feedback on strategy recommended by staff, and consensus on direction to meet Council's priorities.

Respectfully:

Anya Grahn, Planner II



City Council Staff Report

Subject: Council Top Priority Discussion on Historic Preservation
Authors: Anya Grahn, Historic Preservation Planner
Bruce Erickson, AICP, Planning Director
Jed Briggs, Budget Operations & Strategic Planning Manager
Department: Planning. Budget
Date: Originally scheduled for June 29, 2017; rescheduled to July
13Type of Item: Study Session- Administrative

Summary Recommendation

Staff recommends that Council confirm its direction for the Top Priority of Historic Preservation, consider staff recommendations, and provide feedback for staff to define and implement effective initiatives.

Executive Summary

During Council's annual retreat in February, Council members affirmed 'Historic Preservation' as a Top Priority. Staff strives to create innovative programs and plans to support Council's long-term goals and objectives. Staff is asking for Council discussion on the goals and next steps for 'Historic Preservation.' Staff is also seeking to get Council's 'marching orders' in the coming year, feedback on strategy recommended by staff, and consensus on direction to meet Council's priorities.

Acronyms

HPB	Historic Preservation Board
HSI	Historic Sites Inventory
PCM	Park City Mountain
PCMC	Park City Municipal Corporation

The Opportunity

The City is seeking to continue to protect and defend the Historic District through education, guidelines and regulations. **The Historic District is Home**—it embodies the best of the small town character and sense of place in Park City. The Planning Department recently completed research demonstrating a commitment to Historic Preservation (beginning with Main Street) dating back to 1963. The City Council goals are spelled out in two full chapters of the 2014 General Plan and in the defined Purposed of each of the six Historic District zoning Districts.

Background

On February 9 and 10 the City Council met for their Annual City Council Retreat. As is customary each year, the City Council reviewed and updated the Priorities to which they would like staff to pay extra attention to this year.

The three Critical Priorities of Transportation, Housing, and Energy did not change, however, it was determined that the Top Priorities needed to be revised somewhat. Council added a few new Top Priorities as well as changed the name of several. In a later work session Council indicated which Top Priorities they wanted staff to bring back for further discussion in the near future:

- Community Engagement
- Diverse Community Participation
- Historic Preservation
- Environmental Health
- Conservation of Natural Resources
- Affordability

Top Priorities

- Top Priorities are defined as topic areas in which “City Council would like to see significant progress”.
- These are “marching orders” for which Council would like to have a detailed and specific action plan where significant progress can be achieved. This could be considered a course correction from a previous plan, thus staff is looking for “new” direction.
- For every Top Priority, staff will schedule the Top Priority item into a City Council work or study session for discussion and to review a detailed and specific action plan.
- Council’s Long-term Strategic Plan identifies Priorities and Desired Outcomes. Desired Outcomes are areas that are considered to be important to the City, but do not necessarily need a new plan of action.
- Council Priorities may include areas that are not under the operational control of the City or do not have dedicated staff working on them. Council may still identify these areas so that the City/staff may be able to provide support to another entity that does provide that service.
- Council Priorities should be reviewed annually to ensure laser focus of meeting Council’s objectives. Of course, staff wants to be able to respond to all of Council’s identified issues, but this list should be kept relatively short for the areas where Council has the upmost concern.

Analysis

Historic Preservation Goals:

1. Recognizable Historic District containing subordinate and appropriate infill development.
2. Build the Historic District’s brand identity through education and outreach.

3. Demonstrate the responsibility of living in the Historic District.
4. Increase clarity and consistency of development reviews in the Historic Districts.
5. Codification of the Design Guidelines in accordance with new state legislature land use regulations.

Recent Historic Preservation Accomplishments:

1. Completed structural upgrade to McPolin Barn with no impairment to Landmark status. The Grand Reopening of the McPolin Barn was held on June 24, 2017.
6. Negotiated 15 year funding agreement with Park City Mountain for mine site stabilization and provided regulatory support to the ad hoc Friends of Historic Mine Sites.
7. Completed amendments to Historic District Design Guidelines for designated Historic Buildings to be up for adoption by City Council in summer 2017.
8. Received \$6,000 from Utah Certified Local Government grant program to cover a portion of preservation consulting services, memberships, and conference attendance.
9. Accomplished the rezoning of lands adjacent to the Historic District and preserve three Historic homes and added more than 82,000 square feet (about 1.9 acres) of Open Space, with the support of the property owners and neighborhood.
10. Implemented the Steep Slope Conditional Use Permit Conditions of Approval restricting excavation in the Historic Districts during winter season.
11. Negotiated the Storefront Enhancement Program for the Historic Main Street area, maintaining storefront rhythm and scale and small town feel.
12. Negotiated the restoration of Historic homes at 1450 and 1460 Park Avenue.
13. Negotiated the restoration of the Landmark Kimball Garage and addition(s).
14. City accepted two (2) Heritage Awards for Preservation Utah for our stewardship of the McPolin Farm as well as our partnership with Vail to stabilize the California Comstock.
15. Finalized reporting for the National Trust Grant that funding the McPolin Farm walking tour app, partially developed by the City Historic District team.
16. Reviewed 116 Historic District Design Reviews-Pre plus 30 formal Historic District Design Reviews.
17. Staff reviewed eight (8) Determination of Significance applications. Of these, two (2) new houses were added to the Historic Sites Inventory (HSI), staff maintained the historic designation of the Star Hotel at 227 Main Street, and one (1) chicken coop was removed from the HSI in an effort to keep our inventory current.
18. The HPB and City Council partnered during “Coffee With Council” to unveil the 2016 Historic Preservation Award. 2017 marks the fifth anniversary of the Historic Preservation Award program. This year, a wood block print of the California Comstock by artist Hillary Honadel was unveiled and plaques were

presented in May, which is also National Historic Preservation Month, to current and past award winners.

19. Staff partnered with the LDS Church, Preservation Utah, Utah Division of State History, and others to plan the 2017 Vernacular Architecture Forum (VAF) Conference in Salt Lake City (May 31-June 3). As part of the tour, 75 participants engaged in a one-day tour of Park City. The tour included a self-guided tour of the Historic District including stops at the Egyptian Theatre, High West, and the Park City Museum. Participants learned about the development of the ski industry with a bus tour of Deer Valley and finished the day with a cocktail reception at Utah Olympic Park.

Recommended Next Steps for City Council to Consider

Historic Preservation Next Steps:

Immediate

1. **Partnership with Park City Mountain (PCM)/Vail Resorts to stabilize mine structures.** Last year the City's partnership with Vail invested approximately \$63,000 into the stabilization of the California Comstock. This year, in accordance with an MPD condition of approval, a total of \$13,334 will be invested by PCMC and PCM in stabilizing the King Con Counterweight. The project is proposed to be completed during summer 2017.

In Progress

1. **Storefront Enhancement Program.** Complete façade-width ordinance requiring Main Street business to maintain historic façade dimensions in support of the Storefront Enhancement Program.
2. **Design Guideline Revisions.** Staff has completed reviewing revisions and amendments to the Design Guidelines for Historic Structures with the HPB. In April 2017, staff began working on revisions to the Design Guidelines for New Infill Construction with the HPB.
3. **Historic District Grant Program.** The Planning Department has contracted Kjersti Monson of Duval Companies to help us revise our Historic District Grant Program. We will be hosting a special HPB-City Council meeting in August to discuss the grant program further with Ms. Monson. We hope to present her findings to the HPB and move forward with City Council adopting a resolution to restructure the grant program in fall 2017.

Ongoing

1. **Historic District Branding.** Continue to build brand presence for historic neighborhoods and increase awareness of the importance of heritage resources. This would include:
 - a. Annual Historic Preservation award
 - b. Grand Reopening of McPolin Barn as part of the Your Barn Door is Open (YBDIO) event.
 - c. Complete a brand outreach program and update public information for new and old residents.
 - d. Media and new identity signs for historic neighborhoods.
2. **LMC Amendments to address flat roofs.** Since summer 2016, staff has been working with the design community and HPB to address the impacts of flat roofs on the Historic District. Staff held a public outreach session with the design community on August 24th and September 21st, 2016 to discuss flat roofs and rooftop decks. Staff also met with the HPB on August 3, 2016 [[Staff Report](#) (starting page 107) and [Minutes](#) (starting page 16)] and March 1, 2017 [[Staff Report](#) (starting page 153) and [Minutes](#) (starting page 36)] to review proposed changes. We are currently working on a flat roof study to study the different flat roof solutions seen in the Historic District.
3. **Coordinating the LMC and Design Guidelines.** Continuous interaction with the Land Management Codes and Guidelines to assure the intended and un-anticipated consequences of implementation protects the character and setting of the Historic Districts.
4. Coordinate with other departments regarding the City Council goals for the Historic Districts and site inventories.
 - a. Work to achieve mutual goals with other departments to set the standard of preservation, conservation and supporting the public necessities.
 - b. Set up workshops and quarterly meetings to discuss common issues.
5. **Recalcitrant property owners.** The Building and Planning Departments are collaborating to ensure completion of construction on historic structures in a timely manner and in accordance with approved Historic Preservation Plans to prevent the loss of historic materials.

Future

1. **Expand National Register Main Street District.** Based on the results of CRSA's intensive level survey, staff anticipates hiring a consulting firm to expand the National Register boundary to the south in order to capture addition historic resources. Staff anticipates beginning this project spring 2018.
2. **Character Zone Study.** Staff anticipates hiring a consulting firm to complete a preliminary analysis of historic neighborhood character zones and cultural

landscape protection starting in fall 2017. The study will contribute to staff's Design Guideline revisions and provide property owners a set of character defining features specific to each neighborhood.

3. **Ski Era Architecture.** Staff anticipates returning to City Council in fall 2017 in order to discuss options to preserve Ski Era architecture.
4. **Update the Historic Sites Inventory.** CRSA completed their intensive level survey in 2016. Staff has been working on updating the City's Historic Site Forms to reflect the new information. The HSI will be re-adopted when the forms are complete.

Department Review

The following departments have reviewed this staff report: Planning, Community Development, Budget, and Legal.

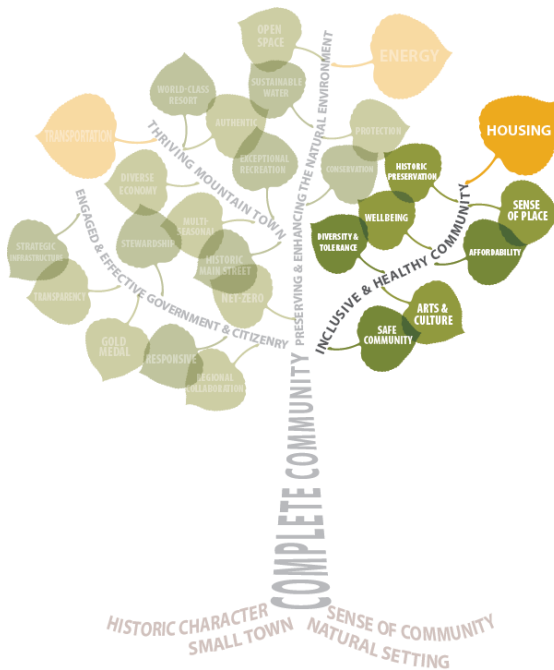
Exhibit A—Council Priority Sheet

Progress Report: Spring 2017

Our Value Statement:

Protect and defend the Historic Districts through education, guidelines and regulations.
The Historic District is Home—it embodies the best of the small town character and sense of place in Park City.

Long-term Strategic Plan



Goals:

- Recognizable Historic District containing subordinate and appropriate infill development
- Build the Historic District's brand identity through education and outreach
- Demonstrate the responsibility of living in the Historic District
- Increase clarity and consistency of development reviews in the Historic District

Next Steps:

- Intensive Level Survey updates
- Rezone of BLM Parcel 18
- Façade-width ordinance for Main Street
- Historic District Design Guidelines update
- Historic District Grant Program update
- Stabilization of key mine site structure
- Expansion of the National Register Listing
- Historic neighborhood character zones
- Vernacular Architectural Forum tour

Accomplishments:

- Completed structural upgrade to McPolin Barn with no impairment to Landmark status.
- Negotiated 15 year funding agreement with Park City Mountain for mine site stabilization and provided regulatory support to the ad hoc Friends of Historic Mine Sites.
- Completed changes to Historic District Design Guidelines for designated Historic Buildings to be up for adoption by City Council in spring 2017.
- Received \$6,000 from Utah Certified Local Government grant program to cover a portion of preservation consulting services, memberships and conference attendance.
- Negotiated the restoration of Historic homes at 1450 and 1460 Park Ave.
- Negotiated the restoration of the Landmark Kimball Garage and addition(s).
- Reviewed 116 Historic District Design Reviews-Pre plus 30 formal Historic District Design Reviews.

Key Performance Indicator

Percent rating positively (e.g., excellent/good, very/somewhat safe)

2011	2013	2015	Comparison to other communities 2015
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Overall built environment

N/A

77%

75%

Similar



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City's buildings and facilities account for thirty-nine percent (39%; 2016) of all carbon emissions that come from municipal activities. These emissions come from electricity usage (i.e. Scope 2 indirect emissions) and natural gas that is burned on site for heating (i.e. Scope 1 direct emissions).

In general, a net-zero energy building or facility is one that balances the annual energy use with renewable energy, thereby reducing the use of non-renewable energy in the building sector.

In the attached report, Staff presents helpful background information to assist in developing an appropriate standard for net-zero buildings and facilities built using City funds.

Respectfully:

Celia Peterson, Environmental Sustainability Project Manager



City Council Staff Report

Subject: Net-zero buildings and facilities
Author: Celia Peterson
Department: Sustainability
Date: June 13, 2017
Type of Item: Administrative

Summary Recommendation

An approach for net-zero buildings and facilities. Staff is seeking council direction on the following items:

1. How should the City mitigate the energy use of a building or facility that cannot meet net-zero energy on site.
2. What should be considered cost prohibitive for reaching net-zero energy? How do we offset added costs?

Executive Summary

Park City's buildings and facilities account for thirty-nine percent (39%; 2016) of all carbon emissions that come from municipal activities. These emissions come from electricity usage (i.e. Scope 2 indirect emissions) and natural gas that is burned on site for heating (i.e. Scope 1 direct emissions).

In general, a net-zero energy building or facility is one that balances the annual energy use with renewable energy, thereby reducing the use of non-renewable energy in the building sector.

In the attached report, staff presents helpful background information to assist in developing an appropriate standard for net-zero buildings and facilities built using City funds.

Abbreviations and Definitions

Applicable building projects

Any new construction or major renovation of a City-owned building or facility that uses over 1 MMBtus energy (approximately 293 kWh) per year upon completion of construction. For example, this would cover most existing City owned buildings and facilities. Excluded would be e.g. the restrooms on Main Street, and a few irrigation structures.

Major renovation Work that demolishes space down to the shell structure and rebuilds it with new walls, ceilings, floors and systems, when such work affects more than twenty-five percent (25%) of the building's square footage.

Net-zero carbon emissions

Carbon neutrality, or having a net-zero carbon footprint, refers to achieving net zero carbon emissions by balancing a measured amount of carbon released with an equivalent amount sequestered or offset.

Emissions are classified into three categories:

Scope 1 refers to on-site natural gas and other fossil fuel combustion, e.g. fleet and transit fuel.

Scope 2 refers to indirect emissions that come from purchased electricity production.

Scope 3 refers to emissions that come from other business activities, e.g. employee commute.

Net-zero energy building (DOE definition)

An energy-efficient building where, on a source energy basis, the actual annual delivered energy is less than or equal to the on-site renewable exported energy.

Net-zero energy building or facility for Park City

One that balances the on-site annual energy use with renewable energy generated on-site, or as close to the consumption site as possible, i.e. campus renewable installations are encouraged to capture efficiencies. Net-zero energy buildings and facilities include all designed constructions that use City funds and use in excess of 1 MMBtu (approximately 293 kWh) annually, including parks, outdoor facilities, etc.

Renewable electricity

Energy sources for renewable energy include solar, wind, microhydro and biomass byproduct.

Background

- On May 24, 2007 City Council passed and adopted Resolution No. 12-07 Green High Performance Building Requirements.
- On September 24, 2015 City Council elevated Energy to a Critical Priority and set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032.
- On September 22, 2016 City Council passed Resolution 23-2016 to set 100% renewable electricity goals by 2022 for municipal operations and 2032 community-wide.

The Problem

Park City's municipal buildings and facilities, account for thirty-nine percent (39%; 2016) of all carbon emissions that come from municipal activities. These emissions come from

electricity usage (i.e. Scope 2 indirect emissions) and natural gas that is burned on-site (i.e. Scope 1 direct emissions). Commuting to and from our buildings is also a significant source of emissions.

This policy is to ensure that public monies spent are towards buildings and facilities that address Park City's Energy critical priority, and that the City's buildings and facilities are aligned around a common approach to net-zero energy.

Background

Park City, Utah is nestled in the Wasatch Range and is dependent on world class snow and moderate temperatures to sustain our resort economy and high quality of life.

Climate change is deeply affecting the community through changes in weather patterns including droughts, volatile snow events, and warmer temperatures. The community has expressed deep concerns for the environment we live in.

In order to preserve its beautiful natural setting, clean air, expansive open spaces and snow covered mountains, Park City has set North America's most ambitious climate goals. On March 24, 2016 Park City Council passed resolution No. 04-16 to achieve Net-zero carbon by 2022 for the municipal government and by 2032 for the broader community. On September 22, 2016 the resolution was amended to include the clause that the electricity portion of this goal be achieved using only renewable electricity.

Net-zero buildings and facilities

According to the U.S. Department of Energy (DOE), in general, a net-zero energy building is one that balances the annual energy use with renewable energy, thereby reducing the use of non-renewable energy in the building sector. For the purposes of this policy, the net-zero definition shall apply to any building or facility designed and constructed using Park City Municipal Corporation capital funds and refer to on-site energy usage and production.

Net-zero energy buildings use all cost-effective measures to reduce energy usage through energy efficiency and include renewable energy systems that produce enough energy to meet remaining energy needs. There are a number of long-term advantages of moving toward net-zero energy buildings, including lower operating and maintenance costs, lower environmental impacts, improved comfort levels, better resiliency to power outages and natural disasters, and improved energy security.

The measurements for Park City's net-zero buildings are through annual energy consumption minus annual on-site energy production. Related to the energy usage, the carbon emissions will also be tracked. An additional metric to determine the energy efficiency of buildings is Energy Use Intensity (EUI). Buildings should achieve an EUI of 25 or below. Emissions from construction activities are excluded.

A building that achieves the net-zero energy definition should **first and foremost reduce the energy needs** through all cost-effective and demand-avoidance strategies. That is, all buildings and facilities using Park City Municipal Corporation funds must be built as energy-efficient as possible. To offset the remaining energy needs of the building, use on-site installed renewable energy (preferred). If on-site renewable energy production is not possible to meet the entire energy budget of the building or facility, a

plan for offsetting any remaining emissions within City boundaries must be submitted for approval by City Council.

All new projects that are built using municipal funding must call for net-zero energy buildings and facilities, with a focus on achieving net-zero performance. Prior to the end of the Schematic Design (SD) phase, the architect and energy modeler must evaluate the feasibility of pursuing one of three net-zero building certifications:

- 1) The Living Building Challenge's Energy Petal Certification, see Appendix 1
- 2) The zEPI (Zero Energy Performance Index) score of 0, see Appendix 2
- 3) Passive House Certification, see Appendix 3

In addition, all new projects that are built using municipal funding must segregate the major loads of the building (i.e. submetering) into e.g. lighting, HVAC, plug loads.

Roles:

To ensure these project outcomes, additional specialists are required and contracted directly by the Architect/Design Team for all building projects with expected energy consumption over 1 MMBtus annually. The following personnel must work together to provide the Energy Use Intensity (EUI), annual fuel usage (in MMBtus), and annual electricity usage (kWh). In addition, expected return on investment (ROI) of installed energy efficient technologies and renewable energy installations should be submitted.

1. **Energy Modeler Engineer (EME)** – Works with the Architect to optimize/validate the design and confirm that energy modeling carries through as changes to the design are made; compares life cycle cost analysis (LCCA) of various equipment and design options to assist in informing value engineering and budget considerations. A specialist dedicated to energy management and energy modeling, the EME ensures that the systems designed by the Architect actually comply with the energy performance desired.
2. **Building Envelope Commissioning Agent (BECxA)** – The building envelope is the critical container of the energy efficiency features and largely determines operation costs and occupant comfort. The BECxA works with Architect, EME, and Contractors to ensure that the building envelope is properly designed to achieve energy goals and that it is actually constructed as designed. Building components included in the building envelope commission include below-grade construction and foundation, exterior enclosure construction above grade, walls, claddings, fenestration, sheathing, framing, insulation, air and vapor barriers, drainage control layers, roofing, roofing insulation, skylights, hatches and any roof openings/penetrations...all of the components that impact long-term performance of the enclosure.
3. **Mechanical Engineer/Commissioning Agent (CxA)** – Working with the Architect, EME and Contractors, the CxA ensures that the building systems (cooling, heating, steam, air handling, plumbing, emergency power and

sprinkler systems, renewable energy systems, electrical, and building automation systems) have been designed and installed to function properly together, are tested and balanced, and commissioned. Follow-up verification is conducted at 3, 6, 9 and 12 months to ensure that the building systems are performing as intended.

The Owner, design team, EME, BECxA and CxA review each design phase (concept, schematic, design development, construction documents) submittal for compliance to the selected net-zero certification. All are involved throughout the construction process and work with contractors to remedy sub-optimal performance before building completion and any deficiencies discovered after occupancy.

General:

1. This policy applies to the following construction projects, except as exempted or waived under this policy:
 - All new buildings or facilities that are constructed using City funds that will use more than 1 MMBtus per year
 - All major renovations of buildings owned and controlled by the City that affect twenty-five percent (25%) of the building's square footage use in total-when the building has a remaining useful life in excess of fifteen years.
2. All new or renovated buildings or facilities built using capital funds, unless covered by the exemptions below, will be evaluated for the potential to meet net-zero energy and emissions standards.
3. The following exemptions will apply, and City departments will document the reason for the exemption:
 - Buildings or facilities where on-site renewable energy production is physically impossible, cost-prohibitive, or unsafe. Note: determination of cost-prohibitive is a question for City Council.
 - Projects where the useful life of an improvement does not justify whatever additional expense would be incurred to increase the efficiency.
 - Projects where the use of net-zero will create an impediment to construction due to conflicts of laws, building code requirements, federal or state grant funding requirements, or other similar requirements.
 - Process equipment for water treatment and distribution, e.g. pumps, treatment and filtration equipment, underground vaults, metering equipment¹

¹ A new procurement policy for pump stations which specifies energy efficiency requirements covers the most energy consuming process equipment.

- In addition the exemptions stated above, particular net-zero goals shall not prevail over any prohibition in [Title 11](#) of the Park City Code, which covers Buildings and Building Regulations.

The documentation for any of the above exemptions shall be maintained in the project file of the Department with a copy to the City Recorder.

The requirements of this policy may be waived or modified by the City Council.

This policy has been developed to be recommendations (and measures) to achieve (and track) major energy and CO2 emissions reductions from buildings and facilities. The focus should be on achieving performance measures rather than completing a checklist. Eventually, economic values may be attached to further incentivize actions for privately-owned buildings and facilities (e.g. fee waivers on building permits).

Appendix 1- Living Building Challenge Energy Petal Certification

The Living Building Challenge (LBC) is a philosophy, advocacy tool and certification program that promotes the most advanced measurement of sustainability in the built environment. LBC is organized into seven holistic “petals” or categories of a building’s performance. They are: Energy, Water, Materials, Place, Beauty, Health + Happiness, and Equity.

The Energy Petal Certification requires at least three of the seven Petals, one of which must be Energy. In addition, LBC Imperatives 01, Limits to Growth, and 20, Inspiration + Education are required for Petal Certification.

The body which oversees the LBC is the International Living Futures Institute (ILFI). All LBC projects have a twelve-month performance period and are audited by a third party to receive certification.

Examples:

[Rocky Mountain Institute Innovation Center](#); Basalt, Colorado

[Berea College Deep Green Student Residence](#); Berea, Kentucky

Additional resources:

<https://living-future.org/lbc/resources/>

Appendix 2- Zero Energy Performance Index (zEPI)

zEPI represents a fundamental shift in measurement of building efficiency as it sets energy targets for actual energy consumption rather than using a predictive energy model of building energy performance to calculate a “percent better than code” metric. zEPI sets an energy use intensity (EUI) target for building type and is adjusted for climate.

zEPI provides a scale for measuring commercial building energy performance based on actual energy consumption rather than using a predictive energy model. It sets a constant goal of zero and shifts the conversation from percent better than code to percent from zero, which is the kind of market shift that is required for buildings to achieve wide-scale net zero and exemplary energy performance.

zEPI is overseen by the New Buildings Institute (NBI). Buildings must be registered on the Getting to Zero database as an Emerging Building upon completion of energy modeling. NBI verifies the performance of the building.

More information about zEPI can be found here:

http://newbuildings.org/code_policy/zepi/

Getting to Zero database: <http://newbuildings.org/resource/getting-to-zero-database/>

In addition, NBI has created a very informative toolkit for zero net energy toolkit:

<http://newbuildings.org/resource/zero-net-energy-communications-toolkit/>

Appendix 3- Passive House

Passive house is a rigorous, voluntary standard for energy efficiency in a building, thus reducing its ecological footprint. It results in ultra-low energy buildings that require little energy for space heating or cooling.

Passive building comprises a set of design principles used to attain a quantifiable and rigorous level of energy efficiency within a specific quantifiable comfort level. “Maximize your gains, minimize your losses” summarizes the approach. To that end, a passive building is designed and built in accordance with these five building-science principles:

- Employs continuous insulation throughout its entire envelope without any thermal bridging.
- The building envelope is extremely airtight, preventing infiltration of outside air and loss of conditioned air.
- Employs high-performance windows (typically triple-paned) and doors.
- Uses some form of balanced heat- and moisture-recovery ventilation and a minimal space conditioning system.
- Solar gain is managed to exploit the sun’s energy for heating purposes in the heating season and to minimize overheating during the cooling season.

More about Passive House can be found here: <http://www.phius.org/what-is-passive-building/passive-house-faqs>



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

- Staff recommends adding a deposit receipt from Republic Services as part of the required application materials of the Type 2 Convention Sales License to address the increased trash & recycling impacts of each entity's activities.
 - Staff recommends:
 - Applicant must include a receipt of a deposit in the amount of **\$100.00** with the other application materials to make the application complete.
 - PCMC should collect administrative fee of \$149 on top of CSL fee to cover cost of approval process of applications (multiple departments within the City as well as City Council approval).
 - PCMC should collect an Enhanced Enforcement fee of \$45.58 on each license to cover some of the cost associated with enforcement.
- Staff is recommending that loading operations are coordinated to occur on specific dates & times during the Festival to maintain vibrancy on Main Street and to keep pedestrians safe.
- **Load-in & Load-Out operations-** Staff and stakeholders have discussed the idea of having three types of loading permits:
 - **Red:** for large-scale loading operations (only permitted between 4am-10am on designated days)
 - **Green:** for smaller loading operations such as catering, food/beverage or linen service (15 minute maximum, allowed during day & evening), vehicle may not be larger than 15' in length.
 - **Blue:** for the active loading of musical instruments, sound equipment and related materials such as amplifiers, microphones and cords (permitted during the day/evening but with specific parameters on location and timing)

- **Enforcement:** Staff recommends adding more Public Safety presence to have on-hand during day/evening to address incidents where illegal loading is taking place- especially if there is a life safety concern.
- Staff has identified many different challenges and opportunities that may arise with the implementation of these proposed regulations. These are addressed in the report below.
- Keeping Main Street vibrant and safe during the Sundance Film Festival is a priority for Sundance Institute & PCMC, and is in the best interest of residents and visitors.

Respectfully:

Beth Bynan, Business License Specialist

City Council Staff Report



Subject: Type 2 Convention Sales License-Discussion of Proposed Amendments
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: July 13, 2017
Type of Item: Work Session

Summary Recommendation

During the March 9, 2017 City Council meeting, Council asked staff to find ways to better regulate the activities of entities coming to town during the dates of the Sundance Film Festival. These entities are not affiliated with the Sundance Film Festival and must obtain a Type 2 Convention Sales License to operate/activate their business during the dates of the Festival.

Staff intends to use the Type 2 CSL as a control tool, specifically to address the trash impacts of these temporary businesses, as well as their loading/unloading operations as they set up and break down. Defining appropriate loading/unloading times is critical to maintaining vibrancy on Main Street during the heart of the Festival as well as keeping the public safe.

Staff is seeking direction from Council on which regulating options will best achieve the desired results.

Executive Summary

- Staff recommends adding a deposit receipt from Republic Services as part of the required application materials of the Type 2 Convention Sales License to address the increased trash & recycling impacts of each entity's activities.
 - Staff recommends:
 - Applicant must include a receipt of a deposit in the amount of \$100.00 with the other application materials to make the application complete.
 - PCMC should collect administrative fee of \$149 on top of CSL fee to cover cost of approval process of applications (multiple departments within the City as well as City Council approval).
 - PCMC should collect an Enhanced Enforcement fee of \$45.58 on each license to cover some of the cost associated with enforcement.
- Staff is recommending that loading operations are coordinated to occur on specific dates & times during the Festival to maintain vibrancy on Main Street and to keep pedestrians safe.

- **Load-in & Load-Out operations-** Staff and stakeholders have discussed the idea of having three types of loading permits:
 - **Red:** for large-scale loading operations (only permitted between 4am-10am on designated days)
 - **Green:** for smaller loading operations such as catering, food/beverage or linen service (15 minute maximum, allowed during day & evening), vehicle may not be larger than 15' in length.
 - **Blue:** for the active loading of musical instruments, sound equipment and related materials such as amplifiers, microphones and cords (permitted during the day/evening but with specific parameters on location and timing)
- **Enforcement:** Staff recommends adding more Public Safety presence to have on-hand during day/evening to address incidents where illegal loading is taking place- especially if there is a life safety concern.
- Staff has identified many different challenges and opportunities that may arise with the implementation of these proposed regulations. These are addressed in the report below.
- Keeping Main Street vibrant and safe during the Sundance Film Festival is a priority for Sundance Institute & PCMC, and is in the best interest of residents and visitors.

Acronyms

CSL	Convention Sales License (Type 2 CSL- only issued during dates of Sundance Film Festival to unaffiliated entities which are not under the Level III Special Event License)
Festival	Sundance Film Festival
HPCA	Historic Park City Alliance
PCMC	Park City Municipal Corporation

The Problem

- Every year, the Sundance Film Festival attracts several unofficial entities that come to Park City and operate on a temporary basis. These groups leave behind a significant amount of waste materials (trash & recyclables) that are then mitigated at the expense of the local, full-time businesses and landlords.
- The compounding effects of these impacts have left HPCA in dire need of a solution to address this annual occurrence.
- Additionally, some of these entities are activating at their event location for only 1, 2, or 3 days and then immediately commencing large-scale load-out operations in the middle of the day/evening when pedestrian traffic is at its peak. This renders Main Street as looking more like a construction zone rather than a vibrant film festival and also creates safety concerns.
- In the past, there has not been a coordinated loading operation or a consolidation of efforts to orchestrate a team approach to regulate the activity, so the loading operations have been very chaotic at times and even dangerous.

- Loading permits in the past have had the word “Parking” on them so groups that are supposed to be loading-in/out are using the permits to park.
- Staff has noticed a breakdown in communication between the person obtaining the permit and the person(s) conducting the actual loading operation. In many cases, organizers are trying earnestly to be compliant, but the parameters of the loading activity aren’t conveyed effectively to the individuals carrying out the activity and conflicts arise.
- Parking and Code Enforcement staff are trying to educate offenders and citing them if necessary, however, many times the threat or even issuance of a citation is not enough to compel the individual(s) to cease, leaving staff frustrated and the street in dangerous disorder.
- With the addition of extra or accessory staff (independent contractors hired by PCMC to assist during the Festival, extra Transit drivers, other Police officers from neighboring jurisdictions), information is not shared effectively at all levels so there is confusion among citizens & (accessory) staff alike.

Background

- During the Sundance recap portion of the March 9, 2017 City Council meeting, [\(minutes\)](#), Council asked staff to return with ideas on ways to better regulate the activities of entities which are not affiliated with the Sundance Film Festival and which are required to obtain a Type 2 Convention Sales License to operate.
- Staff created a workgroup comprised of multiple internal departments within the City (Finance, Special Events, Planning, Building, Parking, Streets, Transit, Public Safety, Transportation Planning, Community Engagement, Sustainability), as well as key external stakeholders to develop ideas and take a holistic approach to address the trash impacts and loading activities of Type 2 Convention Sales Licensees- instead of making it the sole responsibility of just one or two departments.
- This team has already made significant advances in terms of information sharing and facilitating communication among internal City staff and stakeholders/community members of the workgroup. This approach is broad and multi-faceted and so staff has held several meetings to try to anticipate any and all of the challenges that may arise with the implementation of the proposed ideas.

<u>Date</u>	<u>Item</u>
April 20, 2017	Initial Meeting with legal department to determine best approach to regulation
April 26, 2017	Multi-department internal meeting to discuss and generate ideas
May 2, 2017	Meeting with HPCA to address trash & recycling concerns
May 17, 2017	Meeting with Building department to check-in and ensure open communication throughout the project
June 1, 2017	Internal meeting to discuss Type 2 CSL fees & the possibility of adding enhanced enforcement fees
June 7, 2017	Initial stakeholder meeting with Sundance Institute, HPCA, and other possible stakeholders

June 13, 2017	Multi-department internal meeting to discuss and generate ideas & digest input from stakeholder meeting
June 27, 2017	Second stakeholder meeting to summarize recommended proposals and possible challenges

- The workgroup recognized that there is a spectrum of different types of loading activities and proposed ideas on how to best permit the loading, specific to its nature and size.
- Staff identified the following process for addressing the trash impacts and loading activities:
 - Coordinate load-in operations: allow load-in on Day 1 (Thursday) from 4am-12pm
 Allow additional load-in operations on Day 2 (Friday 4am-10am)
 - Prohibit Type 2 Convention Sales Licensees from any large-scale loading or unloading operations until after Day 5 of the Festival. The first opportunity for large-scale load-out will be Tuesday (Day 6) between 4am-10am. *Permitted with RED Loading permit.*
 - Small scale loading/unloading: Smaller deliveries such as food & beverage service and linen deliveries will be permitted with a *GREEN Loading Permit*. These deliveries cannot use vehicles larger than 15' in length and must be completed within 15 minutes or less.
 - Entertainment Venues: musicians and crew will be permitted to load-in/out each day, but will only be permissible for the active loading of musical instruments, sound equipment and related materials such as amplifiers, microphones and cords. This type of loading will be permitted with a *BLUE Loading Permit*.

Alternatives for City Council to Consider

1. Recommended Alternative:

- a. Coordinate and consolidate the load-in & load-out activities of Type 2 CSLs with clear parameters of acceptable loading times using three types of permits: RED, GREEN & BLUE.
- b. Amend Title IV of the municipal code (4-3-9-D-2) to make a \$100.00 deposit receipt from Republic Services a requirement as part of the Type 2 CSL application.
- c. Amend Title IV of the municipal code (4-3-9-D-2-“e”) to allow PCMC to assess the Main Street Business Improvement District tax of \$243 for each CSL to recover the costs associated with the trash & recycling impacts of these temporary businesses.
 - i. Attachment A: Letter of support from HPCA asking the City to begin collecting BID fees for CSLs.
- d. Amend Title IV of the municipal code (4-3-9-D-2-“f”) to allow PCMC to assess the \$45.58 Enhanced Enforcement Fee to each Type 2 CSL.
- e. Implement municipal code 4-3-9-A and charge \$149 administrative fee on each Type 2 CSL.

Pros

- a. This will keep Main Street vibrant during the kick-off of the Festival through the busy 1st weekend.
- b. Main Street will be safer for pedestrians if they are not forced to walk around large-scale/active loading zones.
- c. Preventing load-out until Day 6 could reduce the amount of CSL applicants- some won't be able to afford to stay until Day 6.
- d. Staff will know in advance when the large-scale loading will occur, making it easier to predict staffing needs.
- e. With the collection of BID fees and proof of deposit with Republic Services at time of application, the cost of the trash impacts is mitigated.
- f. With collection of administrative fee in addition to CSL fee, costs will be recovered for the amount of time PCMC staff & City Council spends on approving the applications.

Cons

- a. Type 2 CSLs will cost ~\$814-\$864 (currently Type 2 CSLs are \$372 total).
- b. Could receive backlash from applicants related to the increase of cost.
- c. Could receive backlash from local businesses/landlords trying to negotiate lease agreements and having trouble finding tenants that can afford to stay for 6 days.

Challenges & Opportunities

- a. Address noise ordinance 6-3-8(F) to define parameters of relief documented by Building Official to allow early morning loading 4am-10am.
- b. Conduct ample outreach to affected residents and property owners to ensure that public is made aware of the early morning loading with as much lead-time as possible.
- c. Coordinate with Snow Removal staff if heavy snow is in the forecast.
- d. Conduct outreach with Park City Signs & other sign vendors so that they are aware of the possible surge of sign removal/installation requests and can staff their workload accordingly.
- e. Coordinate with independent contractors to ensure communication → consistent information coming from all levels of staff & contractors. (Park City Signs, Park City Towing, extra traffic control staff, extra bus drivers, accessory Police from other jurisdictions).
- f. Take steps to confirm that local businesses conducting their regular business through the Festival are able to receive their normally scheduled deliveries (FedEx, UPS, deliveries)
- g. Continue to conduct outreach with HPCA to ensure ample communications with year-round businesses.
- h. Remain aware of any marches, big screenings, major snow storms, major NFL playoff games and other unanticipated events that take

place throughout the Festival that may attract more people than previously anticipated.

2. Null Alternative: Remaining with the status quo.

Pros: maintaining the same process as in the past will be familiar to applicants and staff.

Cons: Will likely lead to another chaotic year with large-scale, midday loading/unloading operations that detract from the vibrancy of Main Street and the Festival, as well as present safety issues for pedestrians. HPCA will be forced to absorb more of the trash impact costs of these temporary entities.

3. Other Alternatives? Staff is open to any direction or ideas for any other alternatives to address these issues.

Analysis

Staff believes the implementation of the recommended processes will address the concerns that Council expressed in the March 9, 2017 Council meeting regarding the vibrancy on Main Street and public safety. Large-scale loading operations being consolidated and conducted early in the morning will keep Main Street vibrant and safe. Additionally, staff believes that collecting the BID tax fees and the trash deposit receipt as part of the Type 2 CSL application process will greatly reduce the financial burden currently felt by HPCA of having to absorb the increased trash impacts. Moreover, collecting and administrative fee of \$149 will directly address the amount of staff/Council time and effort involved with approving Type 2 CSL applications.

- Staff would like Council's direction, specifically on:
 - How to best regulate these activities- are we headed in the right direction?
 - How aggressive should staff be with enforcing the regulations?
 - → **4-3-9 (E): RESPONSIBILITY OF HOST BUSINESS TO ENSURE LICENSING AND COMPLIANCE WITH THE UNIFORM BUILDING AND FIRE CODES**-Cite the entity or the *landlord/business owner/location*?
 - Assess ACE fines/citations? *Criminalize* for life safety violations that are not brought into immediate compliance?
 - Inability to obtain future CSL? → must become official sponsor of the Festival if they return
 - Inability to obtain CSL for 2 years, 3 years, 4 years? Never?
 - This will be difficult to track as entities may come in under a different name/Federal ID.

Department Review

Finance, Special Events, Sustainability, Building, Parking, Planning, Streets, Transpiration Planning, Transit, Public Safety, Legal

Attachments

- A Letter of Support from HPCA requesting PCMC to collect BID fees on Type 2 CSLs



October 15, 2015

Diane Foster
City Manager
Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060

Dear Diane:

The Historic Park City Alliance (HPCA) requests the City collect BID fees for temporary businesses operating during the Sundance Film Festival. This would include businesses operating under a business license or convention sales licensees. In 2012 the HPCA submitted a letter asking the City to suspend collection of BID fees since the temporary businesses did not benefit from the HPCA's services.

Since 2013 the HPCA has provided services to these temporary businesses which include listing their activities on our website and managing trash and recycling services. As a result of this policy the HPCA members saw an increase in trash requiring more service to the dumpsters and compactors. In the last three years, the additional service increased the overall cost of trash removal in January by \$2,700 to \$6,100 over the average winter bill.

The HPCA's Trash and Recycling Committee discussed ways to recoup the increased trash removal seen during January due to the temporary uses during Sundance. The City and HPCA have been on the same page not requiring temporary businesses coming in for Sundance to open an account with Republic Services due to the complexity of turning on and off billing for the permanent tenant and history of these temporary businesses leaving town without paying their bills. The costs for the additional trash pick-ups are borne by businesses that pay into the common dumpsters.

To cover these additional costs for services the HPCA requests the City begin collecting BID fees for business license and convention sales licenses issued during the timeframe of Sundance. The HPCA will pay for the increased costs in January with the additional BID fees and will pay the City \$5,000 to cover a portion of the \$10,000 cost for extra dumpsters in Swede Alley the City orders.

The HPCA has worked with the City's Special Events and Finance Departments to develop a solution to our problem and we appreciate their efforts.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Alison Butz", is written over a light blue horizontal line.

Alison Butz
Executive Director



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

As a follow up to the June 29, 2017 Council meeting Staff recommends that Council receive an update on “next steps” related to readvertising the Microtransit Request for Proposals.

Respectfully:

Alfred Knotts, Transportation Planning Manager



City Council Staff Report

Subject: Update on Microtransit Request for Proposal Process
Author: Alfred Knotts, Transportation Planning Manager
Matthew Hartnett, Associate Transportation Planner
Department: Transportation Planning and Transit
Date: July 13, 2017
Type of Item: Administrative

Summary Recommendation

As a follow up to the June 29, 2017 Council meeting Staff recommends that Council receive an update on “next steps” related to readvertising the Microtransit Request for Proposals.

Executive Summary

Over the next week, staff will continue to work within the community prior to readvertisement of the Request for Proposal for the City’s Microtransit Pilot Program. Concurrent with community engagement efforts, staff will refine the previous RFP and associated scope to address the following concerns:

- Avoid door to door service
- Ensure inclusive and expanded service area
- Shift service hours to begin and end earlier
- Broaden Vehicle specifications while maintaining preference for alternative fueled vehicles and without compromising safety for year round operations
- Provide preference for hiring of local drivers
- Clarify measures of success/performance measures to effectively evaluate the pilot program

Acronyms

RFP Request for Proposal

The Problem and Opportunity

The City and County have deemed on-demand app based microtransit service beneficial for reducing automobile congestion in Park City by making local transit services more accessible and attractive to users. This program is being tested as part of a larger effort to examine opportunities to increase efficiencies in Park City Transit system operations, reduce vehicular traffic in the greater Park City area, alleviate parking demand in and around Main Street and Kimball Junction, improve local air quality, eliminate barriers to transit access, and enhance the greater Park City visitors’ experience and locals’ quality of life.

Background

- On January 8, 2015, Transportation Planning Staff returned to City Council with an accelerated Transportation Master Plan goal achievement schedule.

An integral component of the accelerated plan was hiring consulting services to assist with several studies (including the Transportation Demand Management plan and Short Range Transit Development Plan).

- On May 28, 2015, Council authorized the City Manager to sign the Service Provider/Professional Services Agreement with Fehr and Peers for professional services related to the preparation of a Transportation Demand Management Plan. The TDM plan was adopted by Council on October 6, 2015
<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2193&Inline=True>
- On July 9, 2015 Council authorized the City Manager to sign the Service Provider/Professional Services Agreement with KFH related to the preparation of SRTDP. In the intervening months, KFH conducted research and analysis, conducted surveys, evaluated existing transit services, and provided new and modified transit routes consistent with the contract and associated scope approved by Council in May 2015. This plan was adopted by Council on September 1, 2016
<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2181&Inline=True>
- On June 5th, 2017 staff requested approval of a Professional Services Agreement with Downtowner Inc. to provide App based on-demand neighborhood transit under a pilot program for “micotransit.” This item was continued until June 29th as to allow for additional outreach with “taxi” transportation providers, general public, and for staff to evaluate and present additional information including additional alternatives
<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2262&Inline=True>
- February 2, 2017 staff provided Council with a report on progress toward achieving goals and targets as identified in the 2011 Traffic and Transportation Master Plan. The Staff Report related to this can be found at the following link:
<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2222&Inline=True>
- June 8, 2017 staff requested award of a contract in the amount of \$358,727 to Downtowner Inc. to provide on-demand app based microtransit service for a 6 month pilot period. This item was continued to the June 29, 2017 Council meeting.
<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2259&Inline=True>
- On June 29, 2017 staff returned to Council with two alternatives related to the microtransit RFP. One alternative was to award the RFP to Downtowner as previously requested while the second alternative provided Council with an option to reject all bids and readvertise the RFP. Council passed a motion to readvertise the RFP with additional criteria.
<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2267&Inline=True>

Analysis

Over the next week staff will continue to refine the parameters of the RFP consistent with Council's direction provided on June 29, 2017 while conducting ongoing community engagement. Staff is conducting this follow up work session specifically to confirm modifications to the original RFP meet City Council's expectations. Staff will explicitly identify how each of the following operating parameters/service requirements is addressed in the revised RFP as part of the July 13, 2017 worksession.

- Avoid door to door service
- Ensure inclusive and expanded service area
- Shift service hours to begin and end earlier
- Broaden Vehicle specifications while maintaining preference for alternative fueled vehicles and without compromising safety for year round operations
- Provide preference for hiring of local drivers
- Clarify measures of success/performance measures to effectively evaluate the pilot program

Department Review

This report was reviewed by Public Works, Executive, Legal, Transportation, and Budget.

Funding Source

Funding for this service is available from the City's Transit Fund and through new sales tax revenue earmarked for transportation services and improvements. There is minimal fiscal impact associated with issuance of the RFP.



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City was the first municipality in Utah to ban certain types and uses of plastic bags. The three stores that are impacted by the ban have replaced the single use plastic bags with paper bags. The Sustainability Department has maintained contact with the stores and aiding in driving the use of reusable bags. The ban was covered by various media outlets.

Respectfully:

Luke Cartin, Environmental Sustainability Manager



City Council Staff Communications Report

Subject: Plastic Bag Ban Update
Author: Luke Cartin, Environmental Sustainability Manager
Department: Sustainability
Date: July 13th, 2017
Type of Item: Informational

Executive Summary

Park City was the first municipality in Utah to ban certain types and uses of plastic bags. The three stores that are impacted by the ban have replaced the single use plastic bags with paper bags. The Sustainability Department has maintained contact with the stores and aiding in driving the use of reusable bags. The ban was covered by various media outlets.

Background

Plastic bags have been discussed by City Council for the past 9 years. Park City Municipal has promoted and funded reusable bag programs, and enacted the first plastic bag ban in Utah.

- September 18, 2008: Resolution promoting the use of reusable bags ([link](#) begins on page 15)
- February 4, 2009: Manager's Report: Colorado Association of Ski Towns (CAST) Reusable Bag Challenge
- October 6, 2011: Staff informational report on Plastic Bags Tax/Ban to Council ([link](#) begins on page 3)
- May 9, 2013: Study Session on disposable shopping bags ([link](#) begins on page 6) and minutes from the Study Session ([link](#) begins on page 132)
- July 11, 2013: Staff report on Reusable Bags Updates and Resolution ([link](#) begins on page 11)
- July 25, 2013: Resolution No. 16-13: Reusable Bags Resolution: encouraged the use of reusable bags ([link](#) begins on page 41)
- May 11, 2017 –City Council unanimously passes Ordinance 2017-21, Ban of the Distribution of Disposable Single Use Plastic Bags (Less Than 2.25 Mil in Thickness) in the Park City Municipal Code ([link](#) begins on page 182)

Compliance by stores

Ordinance 2017-21 was focused on retail over 12,000 square feet that sell groceries. The stores impacted are Market at Park City, Fresh Market, and Rite-Aid.

All three stores have replaced their check-out bags with paper bags. The Market at Park City charges \$0.10 per paper bag. The Market at Park City has signage at its entrance informing customers about the ordinance. The sign states:

In compliance with the Park City City Council ordinance, we will no longer offer single-use plastic bags.

Paper bags are available for 10c/ea. Reusable bags are also available for purchase.

There have been no complaints received by City staff regarding non-compliance or issues from customers.



Next Steps

City Staff has been working with the three store managers to encourage the use of reusable bags. The Sustainability Department worked with a local sign company to produce 30 signs to be placed throughout store parking lots.



Staff has received feedback about localities that give out reusable bags for free. These bags are paid for by the local Chamber of Commerce and include information on local businesses and events. Staff will continue to research and contact Park City's Chamber and other key businesses to gauge interest.

Park City Plastics Coalition is planning to launch a reusable bag bank. This program will set up locations to drop off extra reusable bags. These bags will then be offered for free to the community to use. The anticipated roll-out of this program is late summer.

Media Coverage

Park City's bag ban was covered locally and at the regional level. Here is a summary of the coverage:

US News & World Report: [Park City Becomes 1st Utah City to Ban Plastic Bags](#) (AP story)

ABC4: [First Utah City to Ban Plastic Bags](#)

Deseret News: [Paper or cloth? Park City adopts Utah's first ban on plastic bags](#)

Park Record: [Park City grocer predicts plastic-bag ban will shock customers](#)

Park Record: [Park City enacts Utah's first ban on razor-thin plastic bags](#)

Fox 13: [Park City approves ban on plastic bags in three grocery stores](#) (Facebook [link](#))

KPCW: [Park City Passes Utah's First Plastic Bag Ban](#)

Ski, Play, Live (Blog): [PARK CITY BANS PLASTIC BAGS](#)

Park City Lodging (Blog): [Park City Bans Plastic Bags](#)

EnviroBLR (Blog): [Park City is first to ban plastic bags in Utah](#)

Pique News (Blog): [Mountain News: Park City adopts ban on free plastic grocery bags](#)

PC Chamber Weekly Newsletter

Park Record: [Park City bag ban starts, forcing grocer adjustments](#)



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

On May 11, 2017 Park City Transit was awarded the “2017 Kae Draper Outstanding Transit System Award” by URSTA (*Utah’s Urban, Rural and Specialized Transportation Association*).

Respectfully:

Blake Fannesbeck, Public Works Director



City Council Staff Communications Report

Subject: Kae Draper Award Recipient
Author: Blake Fonnesebeck and Darren Davis
Department: Transit / Public Works
Date: July 13, 2017
Type of Item: Informational

The Transit Department has received the peer selected '2017 Kae Draper Outstanding Transit System Award' at the May 11-12, Bryce Canyon URSTA Conference. The award honors outstanding rural transit systems within the state of Utah. URSTA is Utah's *Urban, Rural and Specialized Transportation Association*.

The annual award is given posthumously in the name of Kae Draper. Ms. Draper served as the president of URSTA in the early 1990's, as well as the Transit Director at Park City Municipal. She was instrumental in forming the statewide organization, encouraging small towns to launch transportation options such as: a senior bus, mobility bus (for persons with disabilities) and/or an entire bus system for the citizens within the community that are in need of transportation services. The goal of the URSTA Association is the same today as it was in the 90's, *a better life through better transportation*. USRTA seeks to build a strong network of transportation through education, advocacy and networking for transit providers and their employees in Utah and surrounding states.

As a peer selected award, Utah transportation providers collectively nominate an outstanding transit system that has had a great impact in their community. Park City has done just that. According to Nels Holmgren – current USRTA president, "Park City Transit provides safe, reliable and efficient transportation services for locals, guests, elderly and persons with disabilities".

Park City Transit is honored to have been selected as the 2017 recipient of the 'Outstanding Transit System Award'. The award is a well-deserved recognition of highly skilled drivers and tireless transit team. Darren Davis, Park City Transit Manager, reaffirmed, "We have faced many challenges, yet have sought out many new opportunities. It was gratifying to have our contribution, and what we are doing in Park City & Summit County recognized."

The Park City Transit received a custom plaque for their recognition.





DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

This report summarizes the discussion on the Park City (Brew Pub) Plaza from the June 29, 2017 City Council meeting.

Respectfully:

Jonathan Weidenhamer, Economic Development Manager

City Council Staff Communication Report



Subject: Main Street Plaza Project
Author: Matthew A. Twombly & Jonathan Weidenhamer
Department: Sustainability
Date: July 17, 2017
Type of Item: Informational

On June 29, 2017 the City Council provided direction on the Park City (brew pub) Plaza, including the following specific items:

- New street (East-west street between Swede Alley and Main Street, at the north of the Plaza, adjacent to the Brew Pub) - One way street during events, closed much of the time for pedestrians. Ok to experiment with alternatives in support of minimizing impacts on residential neighborhoods.
- Paving Material - Asphalt on Main Street & new street.
- Net Zero - Do as much as possible on site; offset the rest.
- Event programming - Additional detail must be paid to impacts from event programming such as noise as we go through the regulatory process.
- Budget - Not limited to \$7 million. Budget, including contingency is roughly \$8.3 million. Council agreed to move from design development documents into construction documents and concurrently begin the planning permitting process. City Council will get to review the final budget upon construction bids and before giving a final notice to proceed on the project.
- The Council adopted 5-year CIP includes \$8,250,000 in the Downtown Plazas project for FY 2018. Council has identified that the Park City Plaza is the highest priority plaza. Staff will direct all Downtown Plaza funding to the completion of the Park City Plaza. Council should be aware that funding for other plazas in the downtown project area will be postponed until additional funding or additional debt capacity is allocated.



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

On June 27, 2017, Park City Municipal's Community Engagement Department held Coffee with Council, the ninth in a series of monthly Council outreach events. Councilwoman Becca Gerber and Mayor Jack Thomas hosted the event, which was held from 8:30 to 10:00 am at the Park City Roasters location at the Park City Library. Approximately 12 residents and business owners attended the event for informal conversation about city projects and initiatives. Attached, please find a recap of the conversation.

Respectfully:

Linda Jager, Community Engagement Manager



Coffee with Council Summary
June 27, 2017
Park City Library

Council Members Presenting:

Mayor Jack Thomas
Councilwoman Becca Gerber

Members of the Public:

Blake Christian
Sandra Hall
Carol Murphy
JF Lanvers
Carole Fontana
Bob and Kyra Skrypek
Marianne Cone
Sylvia Goff
Sandy Flury
Tom Fey
Myles Rademan

City Staff Present:

Jason Glidden
Clint McAfee
Lynn Ware Peek
Jody Morrison

Notes Prepared By: Jody Morrison

CONVERSATION:

Ms. Peek welcomed the group and thanked them all for coming and identified many of the attendees as residents in Prospector Square, Old Town and neighbors of hers in Park Meadows. She mentioned that this would be the last 'Coffee with Council' inside. They have organized MIMBY (Mayor and Council in My Back Yard) this will take place throughout this summer. Each neighborhood will be represented as host; instead of the City sending out an e-mail blast they ask that you invite your neighbors. This would be a very casual approach to you asking the questions, anything on your mind. More information on MIMBY to come.

Ms. Peek welcomed Mayor Thomas and Councilwoman Gerber and thanked them for coming and introduced the format for this morning's gathering, they want to hear your questions and what's on your mind.

Mayor Thomas welcomed the group and asked each of the attendees to introduce themselves before the conversations began.

Councilwoman Gerber also welcomed the group and looked forward to the gathering and hearing

what everyone had to say.

Mayor Thomas briefly touched on the form of government of Park City; he stated we are a Council/Mayor form of government. Council works on policy issues such as open space with the recent success of Bonanza Flat. The philosophy behind these meetings is to hear one on one from a community basis, ground up; we enjoy the fact this is a small town.

Sandra Hall brought up the topic of the Silly Market and would invite anyone to come on a Sunday to see what life in her neighborhood during Silly Market is like. Too many hours, too long, can't get out on the street; City has done a great job with controlling parking on her side of the street but on the other side of the street it's bad.

Another issue: she pays \$100 a year to get her mail; the Post Office told her that is the City's fault because the City won't allow them to put up mailboxes. **Mayor Thomas** stated he is aware of this as an ongoing problem; one he does not have an answer for now. **Carole Fontana** thought a satellite location to pick up mail might be an option. **An attendee** mentioned a satellite location could also serve by keeping people off Main Street by not having to drive their cars to retrieve mail.

Lynn Ware-Peek will follow-up with appropriate City staff on this issue.

Carole Fontana wanted to second the Silly Market issue - it is growing, the heat in the valley brings up more people. The parking lots on Sandridge are great and they are utilized. Our litter problem has been solved because the City has put a garbage bin on Upper Sandridge. She doesn't feel the impacts as much, although there is audio pollution. An acoustical group with amplification was playing in the Miner's Park across from the Bistro recently and she could hear them all the way up to TMI.

Mayor Thomas would like staff to follow up on this.

Lynn Ware Peek is following up with City staff – Bruce Erickson (Planning) and Celia Peterson (Environmental Sustainability) – on this item.

Marianne Cone brought up the issue of water leaks in the gutter and that in the colder months they become ice and hazardous, possibly a liability, not sure if these are from broken pipes. **A resident** mentioned that he receives a text from the Water Department informing him of possible leaks.

Councilwoman Gerber suggested creating a list of found leaks it could be very helpful at a later date.

JF Lanvers mentioned the water percolation in Park Meadows coming from groundwater. **Mayor Thomas** stated that the City's Water Department could identify whether the leaks were from sprinklers or another source. This could possibly be a result of natural springs from the aquifer and the fractured quartzite in the ground that may be causing these seepages.

Clint McAfee, PCMC Public Utilities Director, joined the group later in the meeting to address the issues of springs and leaks over on Arabian Drive in the Park Meadows area. We see a lot of seasonal springs in Park Meadows and hillsides above Old Town especially with high snow pack. There are specific areas and we have various ways of identifying the sources. Please contact Public Utilities (435-615-5335) with any additional questions.

Marianne Cone said there is a landscaping business being run out of the garage of a home in Prospector. She has reported this several times, nothing is done about it, she doesn't know what else to do about it and she feels it's illegal.

She also mentioned there is a tree on a corner in Holiday Ranch that obstructs oncoming traffic, she thought it could be trimmed to improve line of sight; it's a dangerous situation and believes it's City owned property.

Light pollution from a home in the area is also an issue. **Councilwoman Gerber** suggested having a conversation with the home owner and suggests to them the idea of using LED lights.

Ms. Peek asked all attendees to please speak a bit louder so that all can hear questions and responses.

Sandy Flury commented on how beautiful the new busses are. She also wanted to know what routes were still running from the Junction to the Canyons. **Ms. Gerber** stated that the 'express bus' stops at The Canyons, Fresh Market and the Transit Center. **Ms. Flury** understands that the 'brown route' is only looping around Trailside and is the 'pink bus' the only one left on the routes? **Ms. Peek** stated that as of yesterday there was a new change of schedule for summer. She mentioned the new schedules have just been published. **Ms. Flury** is planning for the 4th of July and transportation to events. **Ms. Gerber** said the 'express route' is on ten minute intervals, there are six buses going back and forth on route. There is parking located at Red Stone, Jeremy Ranch and parking available for the new Transit Center at Kimball. There are plans to expand throughout the community; please keep in mind this is a work in progress. She believes the County has plans for additional park and rides throughout the area. **Ms. Peek** mentioned there is a park and ride lot in Kamas across the street from the Kamas Food Towne that just began this last week. The electric bus stops at The Canyons and Fresh Market, although in terms of additional stops not at this time. **Mayor Thomas** suggested a weekly or monthly update with regard to the anticipated changes being made available to the community. **Ms. Gerber** stated that the plan is to have routes that will get you to specific places and not have to stop at every spot.

Lynn Ware-Peek and Julia Collins (Transportation Planning) are following up on this route issue.

Carol Murphy stated that in looking out over the Library Field she hopes that the City is of a mind to never touch this particular field, that they are able to put it in some sort of conservation easement. There are smaller parcels that can really add to quality of life and this is a perfect example. Hopefully the dogs will be the only permanent occupants on this particular piece of land.

Carol Murphy said that one of the jobs of Council is to make the lives of people who live here easier. They are in the process of getting a permit for a parking pad, it's been two months. Maybe hiring someone to do the work and ask for forgiveness instead of permission might have been the better route. Getting to the asking for forgiveness point is a tipping point. **Ms. Murphy** said that it doesn't always add to a neighborhood to make it harder to live there. She does understand that one of the jobs of government is to look at landscape, parking and small jobs like that. **Mayor Thomas** said there's a fine line when it impacts a neighbor and asked if she was thinking with something small like a parking pad there might be a process that can expedite a project. He mentioned the City having brought Anne Laurent on board as Community Development Director will help improve some of these situations; **Ms. Laurent** is an architect, knows the building world, she works closely with Building, Planning and Engineering and one of her many areas of responsibilities is to examine process.

JF Lanvers said he has rental property in Old Town next to the Post Office that he wanted to expand. He had to apply for a plat amendment and found that nothing in that part of Town was as it was supposed to be. During the plat amendment process he learned that section of Swede Alley was in the flood plan, he did not know this. He spent one thousand dollars to learn how the one hundred year flood would affect his property. Learned that the lower level of his property could not be used by tenants although could be used for storage. He mentioned he was told by the Planning Department he would then need additional parking spaces. He would have liked the Planning Department to have told him about the flood plain and the parking spaces earlier. **Carole Fontana** mentioned that she requested her property be removed from the flood plain list and was successful. **JF Lanvers** asked if it was possible to collectively have this done. **Mayor Thomas** explained that as an architect you have sewer, water, gas, civil, land, easements, and flood plains, environmental issues that need to be worked out. When a project is started you often don't know how to approach the project, what needs to be done. The professionals that you employ should inform you of what's necessary. From the City's perspective there isn't time to do this for you. Hire the most knowledgeable people to help you with

your project and they will tell you all of the issues you may be facing. **Ms. Peek** said that she participated in the FEMA meeting regarding those properties in the flood plain and those they removed. She stated that she believes there is some sort of collective solution. She suggested a formal letter to Council mentioning there is a collective effort being made. **Mayor Thomas** shared an explanation from his Structures Professor with regards to snow load and the complexities of structures 'the building only has to fall down once' in this case 'only has to flood once'; plan for the worst case scenario.

Lynn Ware-Peek is following up with City Engineer Matt Cassel on this issue.

Carol Murphy would like to see if there was a way to get interest in Old Town from residents in other parts of town Prospector, Jeremy and Park Meadows. It seems as though it's very insular, people come here because of what it provides. We impact their traffic we educate their children; she lives in a business district and pays the tax dollars and she suffers the success of those businesses. **Blake Christian** lives in Promontory with an office in Old Town, he feels connected between e-mails and the Park Record. He believes most of his neighbors know what is going on and said he complements the City on a good job of keeping people informed.

Kyra Skrypek said that her family moved to Jeremy because of easy access to Hwy. 80 for the many trips to the airport they make. Most of the neighbors have young families, they go to the Jeremy meetings; they don't seem to have the time, not really around.

Councilwoman Gerber mentioned there are so many different people in the different neighborhoods in Park City. Between the work force coming and going, those that have lived here a long time and those new to the community are the point of these conversations, sharing what's going on in the different neighborhoods. This program is a part of that process; you're here to talk about what's going on in Old Town, Park Meadows and Prospector, thank you for coming to these meetings. She's working with a group called Park City Action Network, they want to know how to become more involved and participate in local government and boards. There are groups like this trying to connect. We are all very busy, everyone has their issues it's great that you came today to share what is going on.

Mayor Thomas mentioned the good relationship we have with Summit County, discussing transportation, housing and the broader county issues. The historical aspect is one of our fundamental core values and natural setting in a small town. The County is interested in our complete community aspect and how they can fit into that equation. **JF Lanvers** wants to know if it is possible to incorporate the school district from Summit Park to Silver Creek into Park City. There is confusion when we know Park City is defined by the school district as opposed to the government institutions; it might work better if we're the same entity. **Mayor Thomas** said that our sister city Courchevel just expanded their city, but they have a different philosophy. It would be a very difficult process. **Sandy Flury** said that she isn't able to vote for things that affect the city, she lives in the county.

Marianne Cone mentioned that everyone in Old Town makes their places look nice, that's why everyone comes here, that's what Old Town is. Lots of activities in Old Town after bars close at 1am, noise, people walking around the streets. There aren't many full time residents in Old Town. **Mayor Thomas** mentioned nightly rentals in Old Town undermined permanent residents, which impacts the viability of Old Town. **JF Lanvers** said the permanent population is declining in towns in the Alps and is being replaced by second homes. We have to be very careful of this. **Tom Fey** said we're our own worst enemy. He was curious what has been decided about the event space on top of the old Kimball Art Center. Events with bands till late at night, the traffic nightmare and a sound nightmare, these things continue to happen and they shouldn't. He said he could actually hear Old Town music at his home in Park Meadows. **Mayor Thomas** said that Council sent this back to the Planning Commission with the same concerns. He mentioned we are a victim of our own success, now we get to experience the consequences; grow in a way to keep in balance with the quality of life, it's a tough challenge.

Blake Christian mentioned he had a few items he'd like to mention. While at Walmart the other day he noticed a whole end cap of Dark Web apps to plug into computer, could be used to purchase opioids. He thought it was not appropriate, and something he knows we can do nothing about. He would encourage stressing via ads, that visitors do not need cars with our great transit system. He asked for information on the parking situation in Old Town. **Ms. Gerber** said that the launch will take place before Christmas, charged parking on all of Main Street in the evening, less demand less expensive. They are working on employee solutions; they approved a lot behind The Yard with ten minute bus shuttles going back and forth. They are also working on satellite lots to create options for people to park either free or more affordable and at the same time we will be charging more to park on Main Street. Many options with additional express bus routes coming in and a discussion about free ride within a city service area to get locals out of their cars. This concept has worked well in other resort communities, Newport Beach, Manhattan Beach, Del Rey and Aspen. It's been very successful in freeing up parking spaces for those willing to pay for it and those who really need it. **Blake Christian** believes message boards informing all of the parking options would work well on roadways coming into town.

Marianne Cone thanked the City for keeping the streets clean, she said it makes biking safer.

Myles Rademan said that they are just beginning to recruit for Leadership twenty-four, and that there are many alumni in this audience. Applications are available on line www.parkcity.org home page, click on Leadership, this is a year-long program. Final day to submit applications is Saturday, August 26, with class beginning in October. There are usually about one hundred people applying each year and only thirty selected. Those selected are supported by the community by scholarship; this is the only program in the country that is supported financially by its community.

A resident asked about Park City Heights and the cost range. **Ms. Gerber** did not have specific numbers, but estimated that the affordable units started around \$230,000 for town homes then up to mid-\$400's there will be additional affordable housing units available over the next seven years. If anyone is interested in these affordable units we can put you in contact with the Affordable Housing Manager and application.

Mayor Thomas thanked everyone for attending, your input and patience with the process of governing.



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the minutes for the June 15 and 22, 2017, City Council meetings. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder



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

June 15, 2017

The Council of Park City, Summit County, Utah, met in open meeting on June 15, 2017, at 2:00 p.m. in the City Council Chambers.

Council Member Beerman moved to close the meeting to discuss property, personnel and litigation at 2:04 p.m. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 4:20 p.m. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

WORK SESSION

Council Member Henney attended a transportation meeting with Council Member Worel that discussed the Downtowner Pilot project and he noted progress had been made. He attended the Mountainlands Community Housing Board meeting and the Mosquito Abatement Board meeting. He toured the Bill White ranch to observe what was being done with regard to composting. He also attended the Summit Land Conservancy Board meeting and indicated the Trust contributed \$582,000 toward the purchase of Bonanza Flat.

Council Member Worel agreed the micro transit meeting was a success and she liked that many came with solutions. She indicated she ate lunch with the seniors. She attended a Board of Health meeting where three amendments to the health code were made: their noise ordinance would not supersede a municipality's ordinance, tobacco regulations on stores were imposed, and amendments were made on food truck licensing. These amendments were now in a 30 day public input period and would not be final until after that period. She attended the Public Art Advisory Board (PAAB) meeting and stated the art piece installation at the MARC would be June 29th. This group also discussed its master planning process. She attended the Regional Recreation Committee meeting with Council Member Gerber. She attended the Solomon Fund Advisory Committee meeting, noting this group provided access to

1 sports to children in need. She also attended the Early Childhood task force, which
2 struggled with defining its goals.

3
4 Council Member Gerber indicated she attended the Regional Recreation Committee
5 planning meeting.

6
7 Council Member Beerman attended an event on outdoor education at the Swaner
8 Preserve and Eco-Center. He noted that Salt Lake County approved a \$1.5 million
9 donation to preserve Bonanza Flat, and Summit County met and passed a resolution
10 supporting public lands. He asked if Council could support a similar resolution. The
11 Council members agreed to look at a similar resolution which would support public
12 lands. Council Member Beerman stated the library had dog toys to check out for the
13 adjacent dog park if owners forgot to bring their own toys. He stated the Central
14 Wasatch Commission Interlocal Agreement that Council approved last week was also
15 passed by the County. For clarification, Council Member Beerman indicated the
16 Commission had four organizing partners, and Summit County was not one of the
17 partners. But in the founding documents, it was agreed to appoint a representative from
18 Summit County who would have full voting rights. This representative could be removed
19 and replaced with someone else from the Wasatch Back if they were not participatory or
20 were hostile within the group. He also clarified there was no recommendation from the
21 Commission for trains or tunnels for that area. The Commission would cover many
22 aspects including, but not limited to transportation.

23
24 Mayor Thomas indicated he attended the Planning Commission meeting.

25
26 **Review Final 2017-2018 Budget:**

27 Nate Rockwood, Kory Kersavage, and Jed Briggs, Budget Department, presented this
28 item. Kersavage reviewed changes that occurred since the tentative budget was passed
29 in May and noted these changes were explained in detail in the Council packet.

30
31 Mayor Thomas asked if the \$25 million shown in the packet for IFT adjustments was for
32 Bonanza Flat and why that amount was shown twice. It was noted that amount was
33 shown as revenue and also as an expense.

34
35 Council Member Beerman indicated there was a 12%-14% jump in property tax revenue
36 from the 2017 to the 2018 budget, and asked what the City was anticipating to estimate
37 such an increase. Rockwood stated he would research that, but noted the property tax
38 went up because it was the first year of debt service for the Bonanza Flat bonds.

39
40 Kersavage stated some changes were being made to the budget policies and
41 objectives, including creating additional criteria for grants and application deadlines. He
42 proposed the fee schedule be adopted according to the redlined report in the packet. He
43 also noted the budget, Redevelopment Agency (RDA) budget and the Municipal
44 Building Authority (MBA) budget would be adopted tonight.

1 Council Member Henney stated there hadn't been many comments from citizens with
2 regard to the proposed budget, which reflected on the job well done by the Budget
3 Department. He thanked them for their work.

4
5 **Discuss the Selection Guidelines and Sale Pricing of Eight (8) Units at 1450/1460**
6 **Park Avenue and Eleven (11) Units at Central Park Condominiums:**

7 Council Member Henney recused himself from this item because he had a relationship
8 with an applicant for these affordable units. Nate Rockwood, Budget Manager, Rhoda
9 Stauffer, Affordable Housing Specialist, and Anne Laurent, Community Development
10 Manager, presented this item. Laurent stated the market would not provide affordable
11 housing so the City needed to become a developer. When the units were filled, she
12 wanted to have regular verification that the affordable housing occupants were still in
13 the income category for which the affordable housing was intended. The primary focus
14 for the units was affordability. The eligibility would have income caps, and a preference
15 would be given to seniors and public service/public safety personnel.

16
17 Council Member Beerman asked if market rate units could be constructed and the profit
18 returned for future affordable housing. Laurent stated two units for seniors and four units
19 for public service/public safety employees were included in the recommendations and
20 income would not be a consideration for those units. Council Member Matsumoto felt
21 strongly these units should be for people starting out. Council Member Gerber also
22 concurred that development should be focused on affordable housing. Council Member
23 Beerman asserted there had been discussions within the community for senior housing,
24 and housing for seniors should be part of the complete community that the City worked
25 towards. Laurent stated there were problems with mixing market rate and affordable
26 housing. Council Member Gerber commented that there were many condos in town for
27 those wanting to downsize, but she knew the City was behind in its affordable housing
28 goals and the focus should be on catching up before refocusing City efforts.

29
30 Laurent indicated once the applicants were screened and deemed eligible, there would
31 be a lottery to determine those who would be selected for these units. The Average
32 Median Income (AMI) percentage and net worth cap would be part of the selection
33 process. She asked Council if a condition should be placed on the units requiring
34 occupants to work in Park City. Council Member Gerber was uncomfortable saying if an
35 occupant got a new job in Salt Lake City, he/she would have to vacate the unit. She
36 also asked if age was taken into consideration when evaluating the savings limits.
37 Laurent stated age was not taken into consideration when net worth was looked at. The
38 other Council members agreed that if an occupant's job changed, the occupant should
39 not be required to vacate the unit. Laurent stated a wait list for future projects would
40 also be initiated. Council Member Gerber asked if a unit could be used as a rental unit if
41 it could not be sold for the 60%-80% AMI. She suggested renting it for a year, or until
42 another lottery was held where it could be put back into the for-sale pool. Rockwood
43 stated a one year lease on a home that couldn't be sold was a possibility that could be
44 considered.

Laurent displayed proposed pricing for the units. Council Member Beerman thought the HOA fees seemed high, and asked what those fees would include. Stauffer indicated the fees would include snow removal, landscaping, irrigation, solar panel repair, exterior painting and common area insurance. Laurent clarified that the public service employees would be selected from the City, School District and medical personnel. Foster noted if applicants that earned more than 100% AMI were considered, the pricing would be adjusted. Council Member Gerber asked if applicants would have to reapply for future affordable housing opportunities. It was indicated the applicants would be kept on a wait list and would not have to reapply.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

II. APPOINTMENTS

Consideration to Appoint Jennifer Franklin, Dave Robinson and Stefanie Wilson to the Board of Adjustment:

Council Member Matsumoto moved to appoint Jennifer Franklin, Dave Robinson and Stefanie Wilson to the Board of Adjustment. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Mayor Thomas recused himself from Item 11 because he had some property in the area, and indicated Council Member Henney would be acting mayor for that item.

Staff Communications Report

- Council Outreach Series Review and Recommendations

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

Mayor Thomas opened the public input portion of the meeting for those who wished to address the Council on items not listed on the agenda.

Michael Falk thanked Council Members Henney and Worel, and staff for the Downtowner meeting held Monday. Alternative ideas were presented and those who attended were pleased. He looked forward to sharing additional information regarding this item. Foster asked him to send information to Matt Dias since Knotts was out of the office.

Mayor Thomas closed the public input portion of the meeting.

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from May 11, 2017:

Council Member Beerman moved to approve the City Council Meeting minutes from May 11, 2017. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VI. OLD BUSINESS

1. Consideration to Approve an Addendum to the Supplemental Plan for the 2017 Park Silly Sunday Market Adding Additional Transportation Items Including Salt City Cycle Cabs and PROTRANS Shuttle Service Based on Conditions of Approval, Findings of the Fact, and Approved by the City Attorney:

Jenny Diersen, Special Events Coordinator, and Kate McChesney and Michelle McDonald with Park Silly Sunday Market (PSSM) presented this item. Diersen explained there would be two alternative modes of transportation during PSSM. The e-bikes would have a fixed route from 7th Street up to the top of Main Street and back down Swede Alley. The fee would be \$10-\$15 per rider. The Protrans Shuttle would run on July 2 and Sept 3, the two busiest days of the market, between the high school and Town Lift. The Protrans service would be free for patrons and PSSM would pay the company. Council Member Worel asked if a local company could provide the pedi cabs. McChesney indicated there weren't any local companies that came forward. Council Member Gerber asked if the bikes could keep up with traffic. It was noted the owner was very anxious to convey that they would keep up.

1 Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas
2 closed the public hearing.

3
4 Council Member Beerman moved to approve an addendum to the Supplemental Plan
5 for the 2017 Park Silly Sunday Market adding additional transportation items including
6 Salt City Cycle Cabs and PROTRANS Shuttle Service based on conditions of approval,
7 findings of the fact, and approved by the City Attorney. Council Member Gerber
8 seconded the motion.

9 **RESULT: APPROVED**

10 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto and Worel

11
12 **2. Consideration to Approve a Fee Waiver Request for the Peace House, Inc.,**
13 **in the Amount of \$199,410.47:**

14 Jane Patton, Peace House, Doug Clyde, Summit County Council, Michelle Downard,
15 Deputy Building Official, and Jed Briggs, Budget Manager, presented this item.
16 Downard indicated the permit fees were calculated according to the fee schedule and
17 would cover the inspections and impact fees, which went towards future capital
18 improvement projects. She asserted the waiver request was based on the fact that the
19 Peace House provided affordable housing, was involved in the community, and served
20 all levels of the community. In considering the request, the committee was concerned
21 that if it was approved, the fee waiver threshold would be exhausted. It was indicated
22 that \$180,000 had been waived so far this fiscal year. Foster stated when the threshold
23 was reached, then all requests would be required to go through Council. The committee
24 supported a fee waiver of \$50,000. Downard indicated she met with the Peace House
25 and acknowledged the fees were very large. Both sides recognized the value of the
26 Peace House as well as the obligations of the City. A compromise was made to
27 recommend a waiver of \$100,000 because the Police Department helped with domestic
28 violence and provided a victims advocate, and the Peace House also provided
29 counseling to children enrolled in the local schools. Downard was pleased this ongoing
30 collaboration and partnership would continue.

31
32 Jane Patton and Doug Clyde explained the services that Peace House provided and the
33 great benefit it was in the community.

34
35 Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas
36 closed the public hearing.

37
38 Council Member Henney asked if the \$100,000 was agreed to by both parties. Downard
39 stated the committee still recommended the \$50,000 fee waiver, and the Peace House
40 was still requesting the full waiver, but an informal agreement was made that both
41 parties could live with this middle number. Patton thanked the Council for listening and
42 considering the new request. Foster thanked Downard for reaching out to Peace House

1 to explore other options. Council Member Henney stated the City had shown great
2 support for the Peace House and the Peace House supported the community.

3
4 Council Member Worel stated the Peace House was a great benefit to the community,
5 but she struggled to grant such a large waiver for one non-profit. She was grateful for
6 the new alternative presented tonight. Council Members Gerber and Matsumoto agreed.
7 Council Member Beerman viewed the Peace House as an essential safety net and he
8 supported this waiver as well. Mayor Thomas stated he supported the waiver and
9 thanked the Peace House for servicing all demographics of the community.

10
11 Council Member Henney moved to approve a fee waiver request for the Peace House,
12 Inc., in the amount of \$100,000.00. Council Member Worel seconded the motion.

13 **RESULT: APPROVED**

14 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto and Worel

15
16 **3. Consideration to Approve Resolution 15-2017, a Resolution Amending the**
17 **Fee Schedule; and Replacing and Repealing Resolution 14-2016 in Its Entirety:**

18 Kory Kersavage and Jed Briggs, Budget Department, presented this item. It was
19 indicated that the corrected redlined version of the fee schedule was included in the
20 packet.

21
22 Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas
23 closed the public hearing.

24
25 Council Member Worel moved to approve Resolution 15-2017, a resolution amending
26 the Fee Schedule; and replacing and repealing Resolution 14-2016 in its entirety.
27 Council Member Gerber seconded the motion.

28 **RESULT: APPROVED**

29 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto and Worel

30
31 **VII. NEW BUSINESS**

32
33 **1. Bonanza Flat Property Closing Update – Mayoral:**

34 Wendy Fisher, Utah Open Lands Conservation Association, and Tom Daley, Deputy
35 City Attorney, were present for this item and Fisher acknowledged Cheryl Fox with
36 Summit Land Conservancy. Fisher reviewed that after Salt Lake County approved its
37 donation, the group was still \$250,000 short of the \$13 million goal. A big donation from
38 Summit Land Conservancy was received to help bridge the gap. Fisher then read a
39 letter stating George S. and Delores Eccles would provide the final funding for the
40 purchase and preservation of Bonanza Flat.

Mayor Thomas announced there would be a celebration tomorrow, June 16th, at 3:00 p.m. at the Bob Wells Plaza to recognize the success in achieving this funding goal, and commented it was amazing to see how so many came together to bring about this purchase. He thanked Wendy Fisher, Cheryl Fox and Tom Daley. He noted there was still work to do in creating a conservation management plan. He also thanked the Council for all their hard work.

2. Consideration to Authorize the Mayor to Execute a \$2,000,000 Grant from Summit County to be Applied Toward the Purchase of Bonanza Flat:

Heinrich Deters, Open Space Manager, presented this item. He stated that the Summit County Council approved this grant at its June 7th meeting. The first payment would be this year and the City would receive a payment one time a year for the next three years.

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

Council Member Henney moved to authorize the Mayor to execute a \$2,000,000 grant from Summit County to be applied toward the purchase of Bonanza Flat. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

3. Consideration to Authorize the City Manager to Select Utah Open Lands Conservation Association as the Holder of the Bonanza Flat Open Space Conservation Easement and Stewardship Project, Subject to Final Contract and Price Negotiation:

Heinrich Deters, Open Space Manager, and Wendy Fisher, Utah Open Lands Conservation Association, presented this item. Deters noted that there was only one submittal for this stewardship. Council Member Beerman asked if Fisher had ever worked so hard to protect land. Fisher stated she had never raised so much money in so short of time, adding that it was a great moment and worth the effort.

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

Council Member Beerman moved to authorize the City Manager to select Utah Open Lands Conservation Association as the holder of the Bonanza Flat Open Space Conservation Easement and Stewardship Project, subject to final contract and price negotiation. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

4. Consideration to Authorize the Mayor to Execute the Open Space Cooperative Agreement Which Exchanges Open Space Property with Summit County and Snyderville Basin Special Recreation District and Reimburses PCMC for Its Share of the Triangle Parcel in the Amount of \$2,250,000:

Heinrich Deters, Open Space Manager, stated this was a property exchange and it had been approved by the County Council on June 7th. The City would sell its interest in the property known as the Triangle Parcel that was jointly owned with the County. Council Member Beerman clarified that the City portion of the parcel was 57 acres. Deters concurred.

Deters also stated the City and County jointly owned Quarry Mountain and the City would release its ownership in exchange for a parcel owned by Summit County in Old Ranch Hills, which consisted of 50 acres. He noted the Old Ranch Hills parcel could be annexed at a future point if the City so desired.

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

Council Member Henney moved to authorize the Mayor to execute the Open Space Cooperative Agreement which exchanges open space property with Summit County and Snyderville Basin Special Recreation District and reimburses PCMC for its share of the Triangle Parcel in the amount of \$2,250,000. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

5. Consideration to Approve Ordinance No. 2017-28, an Ordinance Adopting a Revised Budget for FY 2017 and a Budget for FY 2018 for Park City Municipal Corporation and Its Related Agencies:

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

Council Member Beerman moved to approve Ordinance No. 2017-28, an ordinance adopting a Revised Budget for FY 2017 and a Budget for FY 2018 for Park City Municipal Corporation and its related agencies. Council Member Gerber seconded the motion.

1 **RESULT: APPROVED**

2 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto and Worel

3
4 **6. Consideration to Approve Resolution No. 16-2017, a Resolution Adopting**
5 **the Park City Comprehensive Emergency Management Plan (CEMP):**

6 Hugh Daniels and Mike McComb, Risk Management, presented this item. Daniels
7 stated this plan was brought to Council annually for approval.

8
9 Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas
10 closed the public hearing.

11
12 Council Member Gerber moved to approve Resolution No. 16-2017, a resolution
13 adopting the Park City Comprehensive Emergency Management Plan (CEMP). Council
14 Member Matsumoto seconded the motion.

15 **RESULT: APPROVED**

16 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto and Worel

17
18 **7. Consideration to Approve Resolution No. 17-2017, a Resolution Adopting**
19 **the 2017 Mountainland Association of Governments Pre-Disaster Hazard**
20 **Mitigation Plan as Required by the Federal Disaster Mitigation and Cost**
21 **Reduction Act of 2000:**

22 Hugh Daniels reviewed that FEMA required that a pre-disaster mitigation plan be
23 approved by cities once every five years.

24
25 Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas
26 closed the public hearing.

27
28 Council Member Worel moved to approve Resolution No. 17-2017, a resolution
29 adopting the 2017 Mountainland Association of Governments Pre-Disaster Hazard
30 Mitigation Plan as required by the Federal Disaster Mitigation and Cost Reduction Act of
31 2000. Council Member Beerman seconded the motion.

32 **RESULT: APPROVED**

33 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto and Worel

34
35 **8. Consideration to Approve Street Dining on Main Lease for Fletcher's,**
36 **Located at 562 Main Street, through October 30, 2017, in a Form Approved by the**
37 **City Attorney:**

38 Louis Rodriguez and Ashley Scarff, Planning Department, and Steve Demorisk, owner,
39 presented this item. Scarff indicated the outdoor dining services would be in effect until

October 31st. It was noted that all the back fees and current fees had been collected from the applicant. Rodriguez clarified that there was an amendment to the lease with regard to storing the furniture next to the building when the restaurant was closed.

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

Council Member Henney moved to approve Street Dining on Main Lease for Fletcher's, located at 562 Main Street, through October 31, 2017, in a form approved by the City Attorney. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

9. Consideration to Approve Ordinance 2017-29, an Ordinance Approving Land Management Code Amendments to Chapter 2.11 (Single Family District), Chapter 8 (Annexation) and Chapter 15 (Definitions):

Kirsten Whetstone, Senior Planner, presented this item. She explained the amendments to the code: the setbacks would be adjusted for single family districts, the annexation area would also be expanded to allow the City to annex the Stoneridge parcel, and the third amendment would be to remove the numbers to definitions in the code.

Council Member Beerman asked why the Planning Commission didn't support the annexation of the Round Valley PRI parcels. Deters stated there weren't conservation easements on that property, so the Planning Commission was hesitant. Council Member Beerman asked if there were problems because these parcels were not annexed. Deters stated some problems arose from the City owned parcels being in County jurisdiction and it was a goal to annex all City properties into the City boundaries. Council Member Beerman requested these parcels be considered for annexation by the Planning Commission and brought back to Council. Whetstone noted this could be addressed in future LMC amendments.

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

Council Member Beerman moved to approve Ordinance 2017-29, an ordinance approving Land Management Code Amendments to Chapter 2.11 (Single Family District), Chapter 8 (Annexation) and Chapter 15 (Definitions), with the request that the Planning Commission address the other possible annexations in the area as soon as possible. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

The Council agreed they favored speeding up the annexation process on the aforementioned parcels. Council Member Henney asked if Council could consider those parcels along with the Stonebridge parcel tonight. Harrington clarified those areas were not recommended by the Planning Commission and were not before Council for consideration.

10. Consideration to Approve a Third Amendment to the Deer Crest Settlement Agreement to Suspend a Requirement that Deer Hollow Road (aka Keetley Road) be Physically Disconnected at the Time of Development of the Deer Hollow Village (aka Slalom Village) Parcel as Conditioned:

Kirsten Whetstone, Senior Planner, presented this item, and stated this was a request to suspend the requirement that the road would be permanently disconnected when certain developments were constructed. The Planning Commission forwarded a positive recommendation to the Council.

Tom Bennett, legal counsel to the applicant, Deer Crest Associates 1 (DCA), reviewed the history of the settlement agreement, and noted Wasatch County favored the road stay open for access by emergency vehicles.

Council Member Matsumoto asked if Slalom Village development was beginning. Bennett stated it was not being developed at this time and would need a CUP to go forward. She asked if the road facilitated new development. Bennett stated if there was new development, the road would facilitate only the design process.

Council Member Worel stated the two dissenting voters in the Planning Commission wanted the gates to be open for the public to use during traffic emergencies, and asked Harrington if the language in the amendment gave sufficient protection so that the traffic scenario would not be allowed, except in the case of a fire or other life threatening emergency. Harrington affirmed the language was solid.

Mayor Thomas opened the public hearing.

Joe Furlong stated the HOA supported the request from DCA. The gates provided the benefits that were envisioned when development began. He noted that if the disconnect was put in place, the large semis to St. Regis would be going through narrow neighborhood streets.

Council Member Gerber asked how often residents used the road. Furlong stated Deer Hollow was used to get out the Jordanelle gate and onto Highway 40.

Mayor Thomas closed the public hearing.

Council Member Henney asked if Deer Hollow was paved, to which it was confirmed to be paved. Council Member Henney clarified nobody at the Planning Commission meeting was opposed to suspending the disconnect, but rather they requested a discussion for another ingress/egress from Park City.

Mayor Thomas felt the gates functioned very well and the streets were not meant for public use.

Council Member Gerber moved to approve a Third Amendment to the Deer Crest Settlement Agreement to suspend a requirement that Deer Hollow Road (aka Keetley Road) be physically disconnected at the time of development of the Deer Hollow Village (aka Slalom Village) parcel as conditioned. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

11. Consideration to Approve Ordinance 2017-30 an Ordinance Approving the Village at Empire Pass North Subdivision, Located Within Pod a of the Village at Empire Pass Master Planned Development, Park City, Utah, Pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval, in a Form Approved by the City Attorney:

Mayor Thomas recused himself from this item. Kirsten Whetstone, Senior Planner, and Doug Ogilvie with Redus Development presented this item. Whetstone indicated the Planning Commission forwarded a positive recommendation to approve the subdivision.

Mayor Pro Tem Henney opened the public hearing.

Josh Hobson inquired about affordable housing units in this development, and asked where they would be located and the timeline for building them.

Ogilvie stated the units would be developed in the remaining buildings and would be identified by notes and exceptors on the plats. One more building would be attached to the Talisker Tower. The outside unit still needed to be discussed with the City and was not yet resolved.

Mayor Pro Tem Henney closed public hearing.

Council Member Worel referred to Page 482 of the Council packet, Condition of Approval #16, and read the last sentence: *Affordable units need to have prorated and reduced HOA fees or possibility of rentals.* She thought the wording needed to be

1 tightened up to reflect that the unit should be owner occupied. She didn't want someone
2 to get into an affordable unit and then rent it out. Language was suggested to add "in
3 accordance with the applicable Affordable Housing Resolution and the Affordable
4 Housing Mitigation Plan." Council Member Henney thought situations could arise where
5 people would leave for a time and could rent out at affordable housing prices. Council
6 Member Gerber stated long-term rentals were prohibited.

7
8 Harrington stated the terms varied project to project, but language could be added that
9 referred to both the resolution and the mitigation plan. He stated he would check those
10 provisions.

11
12 Council Member Matsumoto asked that the HOA fees for affordable units should be
13 specific. Harrington stated the CCR would establish the specific language at that time.

14
15 Council Member Beerman moved to approve Ordinance 2017-30 an ordinance
16 approving the Village at Empire Pass North Subdivision, located within pod a of the
17 Village at Empire Pass Master Planned Development, Park City, Utah, pursuant to the
18 findings of fact, conclusions of law, and conditions of approval, in a form approved by
19 the City Attorney as amended above. Council Member Worel seconded the motion.

20 **RESULT: APPROVED**

21 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto and Worel

22
23 **VIII. ADJOURNMENT**

24
25 **IX. REDEVELOPMENT AGENCY**

26I. **I. ROLL CALL**

Attendee Name	Title	Status
Jack Thomas	Chair	Present
Andy Beerman	Committee Member	Present
Becca Gerber	Committee Member	Present
Tim Henney	Committee Member	Present
Cindy Matsumoto	Committee Member	Present
Nann Worel	Committee Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	Secretary	Present

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

Chairman Thomas opened the public input portion of the meeting for those who wished to speak on items not listed on the agenda. No comments were given. Chairman Thomas closed the public input portion of the meeting.

III. NEW BUSINESS

1. Consideration to Approve Resolution RDA 02-2017, a Resolution Adopting the Fiscal Year 2017 Revised Budget and the Fiscal Year 2018 Budget for Park City Redevelopment Agency:

Chairman Thomas opened the public hearing. No comments were given. Chairman Thomas closed the public hearing.

Council Member Gerber moved to approve Resolution RDA 02-2017, a resolution adopting the Fiscal Year 2017 Revised Budget and the Fiscal Year 2018 Budget for Park City Redevelopment Agency. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Committee Members Beerman, Gerber, Henney, Matsumoto and Worel

IV. ADJOURNMENT

X. MUNICIPAL BUILDING AUTHORITY

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Chair	Present
Andy Beerman	Committee Member	Present
Becca Gerber	Committee Member	Present
Tim Henney	Committee Member	Present
Cindy Matsumoto	Committee Member	Present
Nann Worel	Committee Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	Secretary	Present

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

Chairman Thomas opened the public input portion of the meeting for those who wished to speak on items not listed on the agenda. No comments were given. Chairman Thomas closed the public input portion of the meeting.

III. NEW BUSINESS

1. Consideration to Approve Resolution MBA 02-2017, a Resolution Adopting the Park City Municipal Building Authority Revised Budget for Fiscal Year 2017 and the Budget for Fiscal Year 2018:

Chairman Thomas opened the public hearing. No comments were given. Chairman Thomas closed the public hearing.

Committee Member Gerber moved to approve Resolution MBA 02-2017, a resolution adopting the Park City Municipal Building Authority Revised Budget for Fiscal Year 2017 and the Budget for Fiscal Year 2018. Committee Member Henney seconded the motion.

RESULT: APPROVED

AYES: Committee Members Beerman, Gerber, Henney, Matsumoto and Worel

IV. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

June 22, 2017

The Council of Park City, Summit County, Utah, met in open meeting on June 22, 2017, at 9:00 a.m. in the City Council Chambers.

ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present

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

Mayor Thomas invited any who wished to address the Council on items not listed on the agenda to do so at this time. No comments were given.

Council Member Gerber moved to close the meeting to discuss property at 9:08 a.m.

Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

1 With no further business, the meeting was adjourned.

2

3

Michelle Kellogg, City Recorder



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

We are very excited to welcome the ten Sister-City, Courchevel Students to Park City, Utah. Mayor Thomas will present each student with a certificate of appreciation for participating in the student exchange program. Thank you for your support of this program; it is a great opportunity to share each community's storied history, character, and the common goal of becoming a world-class ski destination.

Respectfully:

Minda Stockdale, Deputy City Recorder



City Council Staff Report

Subject: Courchevel Exchange Student Certificate Presentation
Author: Minda Stockdale, Executive Analyst
Department: Executive
Date: July 13, 2017
Type of Item: Presentation

Summary Recommendations:

Mayor Thomas will present each student with a certificate of appreciation for participating in the student exchange program.

Background:

The Park City-Courchevel, France sister city relationship first became aligned in 1984 and is a longstanding resort and municipal based affiliation. The Park City-Courchevel Student Exchange Program, a cornerstone the sister city relationship, has been a part of this partnership since its establishment.

Executive Summary:

Tina Quayle, president, Park City Sister City Association:

We are very excited to welcome the ten Sister-City, Courchevel Students to Park City, Utah. Mayor Thomas will present each student with a certificate of appreciation for participating in the student exchange program. Thank you for your support of this program; it is a great opportunity to share each community's storied history, character, and the common goal of becoming a world-class ski destination.



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

Council should review the proposed Bonanza Flat Open Space planning framework and conservation easement timeline and provide input as to the stakeholder coordination members, in addition to, the timeline and components of the easement and public outreach programs.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager

City Council Staff Report

Subject: Bonanza Flat Open Space Planning
Author: Heinrich Deters
Department: Sustainability
Date: July 13, 2017
Type of Item: Administrative

Summary Recommendation

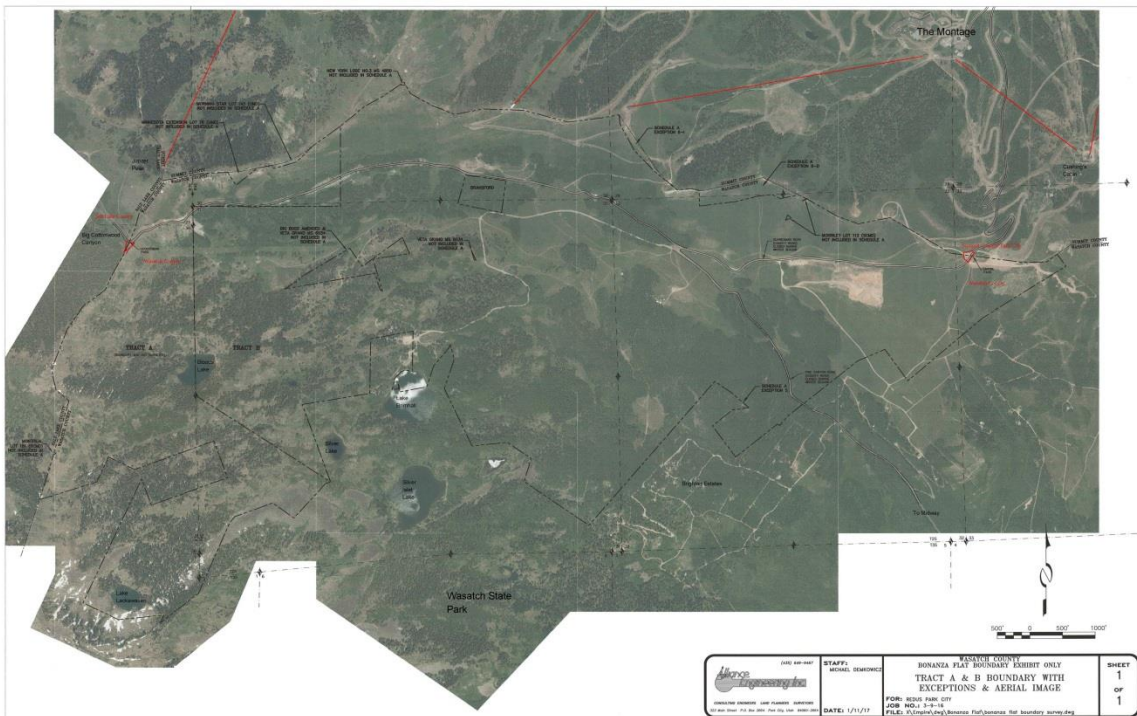
Staff recommends City Council review the proposed Bonanza Flat Open Space planning framework and conservation easement timeline and confirm recommendations provided within.

Executive Summary

Council should review the proposed Bonanza Flat Open Space planning framework and conservation easement timeline and provide input as to the stakeholder coordination members, in addition to the timeline and components of the easement and public outreach programs.

Acronyms

PCMC Park City Municipal Corporation
UOL Utah Open Lands



The Opportunity

Staff and Utah Open Lands (UOL) are recommending a preliminary planning framework associated with the Bonanza Flat Open Space property. These efforts will provide an outline and timeline for the coordination of various stakeholders and public outreach efforts, which will ultimately result in the drafting and adoption of a conservation easement and adaptive management plan.

Background

On June 15, Park City Municipal Corporation acquired 1350 acres of open space located in Wasatch County. Furthermore, on the same date, City Council selected Utah Open Lands as the land trust to hold the conservation easement.

Analysis

Staff has provided a timeline of approximately six months, which entails the various aspects of the conservation easement, in addition to, various meeting and outreach endeavors. Council can find the timeline here: [Bonanza Flat Planning Timeline](#). Additionally, staff has broken down the proposed planning coordination into three groups. These groups or entities will provide the coordination and planning framework, while the Park City Council, as landowner, will serve as the ultimate decision making authority. Finally, Staff has prepared information on a Communications plan, as well as, active and passive property management items.

Planning Framework and Stakeholder Coordination

The Planning framework and stakeholder coordination program identifies four specific groups integral to a successful planning process.



I. Technical Resource Advisors

These organizations will serve as technical resource advisors within their respective fields. Staff is requesting City Council confirm the recommended list below.

- *Mountain Trails Foundation (MTF)*
- *Summit Land Conservancy (SLC)*
- *Citizens Open Space Advisory Committee (COSAC)*
- *Trails Utah*
- *Save our Canyons*
- *Wasatch Backcountry Alliance*

II. Jurisdictional Agency Stakeholder

These jurisdictional governmental agencies represent specific public planning and resources within the Bonanza Flat area. Staff is requesting City Council confirm the recommended list below.

- *Wasatch County*
- *Summit County*
- *Salt Lake County*
- *Salt Lake City Public Utilities*
- *Midway City*
- *Wasatch State Parks*
- *Uinta-Wasatch-Cache National Forest*
- *Metro Water*

These organizations and jurisdictions will meet individually as needed or at the direction of City Council to solicit input. Additionally, the specific groups will meet collectively two-three times to update them on the planning process.

- These meetings will be publically noticed and the public will be welcome to provide input.

III. The Drafting and Executive Team

This group will serve as the City Council/Landowner representative. Staff is requesting City Council confirm the recommended list below.

- *Jack Thomas (Mayor)*
- *Andy Beerman (Council member & Council liaison to COSAC)*
- *Wendy Fisher (UOL)*
- *PCMC/UOL Staff*

This group will meet weekly/bi-weekly or at the direction of City Council to manage the overall planning/coordination, public outreach and easement process. Furthermore, the

group will prepare and draft components of the proposed conservation easement in accordance with input solicited by the groups identified above.

- The group will provide updates to City Council every six weeks in a publically noticed regular session meeting.

Public Outreach and Education

Public Outreach and education is paramount to any planning process as it aids in collecting survey data, providing dissemination of important stewardship actions on the property and helps to identify appropriate uses. Staff has outlined the framework of a communications plan below, which incorporates Outreach and Educational efforts.

The recommendation includes at minimum one public City Council meeting approximately each six weeks.

- Tentative 2017 dates (*July 13, August 31, October 24, December 14*)
- These meetings will be supplemented with open houses and the stakeholder coordination meetings identified above.

Public Education

Public Educational opportunities will be provided so members of the public can attain schedules and information specific to the project and in some cases provide dialogue through specific outlets, such as Facebook.

- Staff will establish a dedicated webpage hosted on the Park City Municipal and Utah Open Lands Homepages
 - Information will include the following
 - Meeting and events schedule
 - Council Staff Reports and approved minutes
 - Maps and other reference materials
 - Contact information and 'Notify me' opportunities
- Create a dedicated Facebook page for Bonanza Flat by repurposing the fundraising website.
 - Create regular posts with information
 - Opportunities for users to provide comment/dialogue
- Dedicated Bonanza Flat section of monthly Newsletter

Public Outreach

Public Outreach opportunities are scheduled to engage the community to solicit information and/or input within the planning process. Below is a list of those endeavors.

- *Public Open Houses*
 - *Outreach opportunities where the public can review maps and information associated with the baseline documentation and planning process, as well as take public input*
- *City Council Meetings*

- *Periodic public meetings Outreach to encourage public participation.*
- *Public Participation Surveys*
 - *Utah Open Lands survey for baseline documentation*
 - *PCMC survey for public comment*
- *Presentations to local groups such as Rotary, Board of Realtors, etc.*
- *Bonanza Flat topics in regular existing outreach like Council Outreach Series (coffee/après with Council)*
- *Volunteer Opportunities*
 - *Opportunities to participate in data collection for the resource inventory*

Staff will generate content that can be repurposed and disseminated in newsletters and websites for coalition partners, contributing utilities, and other stakeholder newsletters via distribution channels, including email lists, print, audio and social media:

- *Coalition Members*
- *Summit County*
- *Salt Lake City and Salt Lake County*
- *Wasatch County*
- *Local Media (KPCW/Park Record/Park City Mag)*
- *Salt Lake Media contacts*
- *Wasatch County media outlets*

Property Management and Conservation Easement

Outside of the planning and coordination process, staffs from Park City Municipal and Utah Open Lands are diligently at work addressing physical aspects associated with the management of the property, in addition to the components necessary to adopt the conservation easement.

I. Property Management

Council has taken a 'status quo' management approach to the Bonanza Flat property while the resource inventory and baseline documentation takes place over the next several months. With that in mind, staff would like Council to confirm that management position specific to the following 'active priority' issues.

Wildfire Danger

Wildfire danger is of gravest concern, thus staff is recommending at minimum, placing 'No open burning and No Camping' signs at access points. The majority of the state, as directed by the State Forester, is under campfire restrictions. Additionally, without proper camping facilities on site, wildfire and environmental impacts may be increased.

- *Does Council as landowner support this recommendation?*

Existing Parking Areas

The public continues to utilize the parking areas located at Guardsman Pass and Empire Pass. Both areas are 'split' between applicable counties/jurisdictions. These parking areas present traffic and safety concerns due to the sheer amount of users.

The Mayor and staff will meet with jurisdictional representatives and report back on current status and relevant policy direction needed before making any changes.

Landowner Monitoring

PCMC and UOL staff is actively visiting the property to review the existing conditions and monitor the property. PCMC staff currently spends approximately four hours weekly on the property and anticipates more once the recently hired Trails and Open Space Coordinator starts (June 17th).

- *Should Council wish to take a more active management position through this initial summer transitional period other than ‘status quo’, they could direct staff to maintain a physical presence on the property. (daily and including weekends) Staff could hire additional resources to accomplish that goal.*

Continued ‘passive’ management and monitoring activities

In accordance with efforts to ensure public safety and environmental preservation, staff is concurrently completing the following property wide measures:

- *Completing a boundary survey with Alliance Engineering*
- *Identifying any physical mine hazards*
- *Identifying and evaluating any environmental issues (noxious weeds, watershed, erosion)*
- *Identifying and evaluating any wildfire issues*
- *Evaluate additional signage needs*

Additionally, UOL, in concert with PCMC staff will develop an adaptive management plan. The plan will be developed in conjunction with the conservation easement to augment overall property management objectives dictated by the intention and uses outlined in the conservation easement. The management plan will rely on current condition data and baseline documentation work to track the trajectory of conservation values and further balance conservation values attendant to the property to ensure that watershed, recreational and wildlife objectives of the council and the community are met. The plan will also include an action plan to encompass timeframes and necessary actions for everything from weed management to trailhead development

II. Conservation Easement

Utah Open Lands has identified several key components associated with the conservation easement. The components include data collection and resource inventory associated with the baseline documentation. This documentation serves as the platform in which the property values are identified, evaluated and managed moving forward. Staff has provided a timeline which includes the components of the easement documentation, drafting and final adoption of the applicable documents. (Attachment X)

Project Budget

Staff will create a capital and operational budget for the project at the direction of Council and as the planning process evolves. This item will return to Council throughout the process, with greater details and as direction is provided.

Department Review

This report has been reviewed by the Budget and Executive Departments, as well as the City Attorney's Office.

Attachments

None



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District. Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

This item will consider the Kimball Art Center Letter of Intent.

Respectfully:

Michelle Kellogg, City Recorder



City Council Closed Session Staff Report

Subject: Sundance Institute and Kimball Art Center public/private partnership to jointly develop a Park City Arts & Culture District and Council adopt one-percent municipal Transient Room Tax

Author: Nate Rockwood

Department: Budget, Debts & Grants

Date: July 13, 2017

Item Type: Legislative

Summary Recommendation

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District.

Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District.

City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

Acronyms

TRT	Transient Room Tax
Kimball	The Kimball Art Center
IPCC	Intergovernmental Panel on Climate Change
PCMC	Park City Municipal Corporation
PCSD	Park City School District
Sundance	The Sundance Institute
MPD	Master Planned Development
TIF	Tax Increment Financing
BPE	Bonanza Park East
ACD	Arts and Culture District
FBC	Form-Based Code
LOI	Letter of Intent
BRT	Bus Rapid Transit

Background

Why Bonanza Park Matters...to the Future of Park City

A history of planning efforts in the Bonanza Park Area

Visioning – 2009 Vision Park City completed and incorporated into Bonanza Park planning.

On January 25, 2011, Planning staff presented a white paper entitled “From Visioning to Planning to Implementation – A Case Study of Bonanza Park”. This paper recommended that the 2009 Community Vision Core Values should be used as the foundation for the proposed General Plan and Bonanza Park Area Plan. The Planning Commission and City Council fully supported this approach and, ultimately, the Vision’s Core Values were fully utilized as the base for both documents. The Park City General Plan, adopted on March 6, 2014 included a neighborhood approach to address specific planning issues relative to individual neighborhoods. The “plan” for Bonanza Park is built upon the Core Values from community visioning and recommends: a mixed-use neighborhood in which locals live and work, a neighborhood which maintains its authenticity, a district that serves as the local employment hub, sustainable redevelopment practices, improved connectivity, a central hub for public transportation, improved entryways for the city, and a commitment to maintain the current character of the district.

Very early on in the planning process, the Planning staff was most concerned about the possible gentrification of the neighborhood in light of the fact that the entire city of Park City had essentially gentrified over the past two decades (e.g. significant increase in household incomes and transition to majority second home owners). Anecdotally, many Parkites have lamented the fact that over the past 20 years, an average income family cannot afford to live in Park City. This is gentrification on a citywide level. The Planning Commission and City Council were both supportive of the “plan” for Bonanza Park that stressed maintaining a place for locals. Recognizing the fact that development and redevelopment pressures within Park City have been significant over the past two decades, and that change and/or growth is inevitable in Bonanza Park, Planning staff created a plan that incorporated tools that would create a local’s neighborhood while also encouraging a better connected and walkable community.

Planning –The Bonanza Park Area Plan was completed on December 31, 2011 and incorporated into the 2014 Park City General Plan (adopted March 6, 2014).

Upon completion of the City’s General Plan in March 2014, Planning staff reinitiated work with Gateway Planning on the proposed FBC for Bonanza Park. The FBC is the implementation tool for the Bonanza Park Area Plan in terms of achieving desired land uses, building fabric, design standards, block configuration, and connectivity. This code also incorporates an incentivized program to encourage additional affordable/attainable housing if a developer intends to add a partial fourth or fifth story. This provision within the proposed code stemmed from a series of City Council meetings that took place in the summer of 2011 regarding redevelopment planning. The consultant walked City Council members and city staff through a number of growth scenarios for Park City and how these growth pressures could best be addressed – everything from “do nothing” to the utilization of a strong set of planning tools to shape this future growth. Ultimately, the City Council and Planning Commission recommended a proactive approach to planning for this neighborhood with the intent to protect the uses and residential mix that currently exists. There was recognition that the aesthetic character of the neighborhood could be improved but the local businesses and demographic mix were to be preserved to the greatest extent possible. However, upon extensive public input on the proposed FBC and its complexity in 2015, the City Council decided not to pursue the code changes and instead focus on

the General Plan and Area planning implementation with existing (and updated) Master Plan Development regulations.

General Overview of Bonanza Park recent planning efforts, including Form-Based Code:

- April 14, 2010 – Planning Department presents planning strategies, FBC, and design concept for Bonanza Park to the Planning Commission
- April 22, 2010 – Planning Department presents planning strategies, FBC, and design concept for Bonanza Park to the City Council
- June 17, 2010 – Planning Department presents Bonanza Park long range planning informational session to a joint City Council/Planning Commission meeting
- January 25, 2011 – Planning Department presents a white paper, From Visioning to Planning to Implementation – A Case Study of Bonanza Park, to the City Council at the Visioning Retreat
- July, August, September 2011 – Planning Department presents Bonanza Park long range planning presentations at a series of four City Council Work Sessions
- December 31, 2011 – Planning Department completes the Bonanza Park – An Evolution of Plan area plan
- January 12, 2012 – Planning Department requests direction regarding Bonanza Park Area Plan and implementation at a joint City Council/Planning Commission meeting
- April 1, 2012 – PCMC signs contract with Gateway Planning to create a FBC for the Bonanza Park neighborhood
- Spring, Summer 2012 – Various Stakeholder meetings for Bonanza Park District held
- Fall 2012, Winter 2012, Spring 2013 – Various City Council meetings held to discuss Substation Relocation
- October 24, 2012 – Planning Department presents first draft of FBC to a joint City Council/Planning Commission meeting
- May 8, 2013 – Planning Departments holds work session with Planning Commission to discuss Bonanza Park Area Plan and FBC
- May 16, 2013 – Planning Department reviews Bonanza Park Area Plan and requests direction on draft FBC at a joint City Council/Planning Commission Work Session
- May 22, 2013 – Planning Department presents draft FBC at a Planning Commission meeting
- June 12, 2013 – Planning Department seeks policy direction on draft FBC at a joint City Council/Planning Commission work session - PCMC recommends putting the FBC work on hold to focus efforts on completing the General Plan
- March 6, 2014 – Adoption of the General Plan by the City Council with the Bonanza Park neighborhood plan and FBC recommendation incorporated
- May 13, 2014 – Planning Department reintroduces the draft FBC to a joint City Council/Planning Commission meeting
- June 12, 2014 – Bonanza Park Public Work Session with City Council on Bonanza Park Infrastructure
- August 6, 2014 – Planning Department presents draft FBC for discussion to Planning Commission in Special Meeting
- September 16, 2014 – Planning Department presents draft FBC for discussion to Planning Commission
- October 8, 2014 – Planning Department presents draft FBC for discussion to Planning Commission

- October/November 2014 – City Council recommends increased public outreach to property owners and public

In 2015, following additional public outreach, the City Council formally discontinued the FBC ordinance process. The land owner, who was waiting for a final determination on FBC regulations, re-initiated its MPD land use application. In May 2017, the City purchases the Yard South parcel primarily for affordable housing.

The Opportunity

City Council is proposing to jointly develop the Bonanza Park East property, a 5.25-acre parcel on the corner of Kearns Blvd and Bonanza Drive, for the purpose of creating the Park City Arts and Culture District. The Letters of Intent specifies that Park City, Sundance Institute, and the Kimball Art Center will jointly engage in a joint, collaborative planning and design process. This will include public outreach and compatibility with Park City's General Plan, Area Zoning and Land Management standards, such as height and design standards for Bonanza Park, as well as a full transportation study. Additionally, the City will also conduct a community engagement process focused on the other potential uses, other than the Sundance and Kimball buildings, that will help to create connectivity, walkability and vibrancy. The proposed Arts & Culture District pulls together a compelling series of opportunities for the community:

- Allow City Council to shape the future of the Bonanza Park area by partnering to secure approximately 20% of the landmass in the area and developing a vision of a sustainable, walkable, livable, vibrant community Arts & Culture District; and
- Will create a permanent location for Sundance and Kimball in Park City, in a core neighborhood within the city;
- Forward the City's Critical Priorities of Transportation, Housing and Energy by creating a net zero district that includes a transit hub in Bonanza Park with mixed-use neighborhoods that include affordable housing;
- Investment in a new cultural hub, which could transcend the traditional resident and visitor tug of war by providing educational and cultural enrichment creating a new dynamic sense of place, consistent with the General Plan;
- Further support Council's Energy Goal by using Bonanza Park as an economic climate adaptation strategy: As Park City's ski industry will be impacted, increasingly, by global warming, arts & culture tourism can fill in gaps while leveraging the existing tourism infrastructure of hotel rooms, restaurants and the transit system;
- The Bonanza Park Transit Center will be a key connector for the internal city circulator and with the BRT improvements to SR248 will facilitate the activation of the Richardson Flat Park and Ride; and
- Provide long-term economic diversification without adding disproportionate impacts of growth.

The Park City Arts and Cultural Area in Bonanza Park would be comprised of a mixed-use development area with the Sundance Institute and Kimball Art Center buildings featured prominently as anchor destinations. The Arts and Cultural Area would potentially be supported by:

- A small shared-space building for arts & culture non-profits;
- Additional retail, dining and office space; and

- A Transit Hub and Parking Facility will be located within the retail-walking corridor, which will facilitate foot traffic throughout the District.

The Bonanza Park Area will also include:

- Significant affordable housing locations, which will provide a mixed-use live work environment for locals.
- The retail corridor and arts and culture area will include ample outdoor walking and plaza space to facilitate outdoor activities.
- Affordable living space on a walkable one-block corridor connected to the Bonanza Park Public Transit Hub and Parking facility.

The Vision for the area is to create:

- a gathering place for locals;
- a destination for visitors to Park City;
- an integrated independent film and art center with local and international; and community draw and appeal.

Through early discussions about the potential uses that could be housed in their buildings, Sundance and Kimball have developed some high level concepts for their facilities:

Sundance Institute is envisioning a 40,000 to 45,000 sq. ft. destination facility consisting of engaging exhibits and services that are open year-round to the public. It is envisioned to house a 300-seat theatre to serve as a venue during the annual Sundance Film Festival, offer community screenings throughout the year and be available for rental/use by other community groups. The building will establish a year-round, physical, recognizable, publicly-accessible hub for Sundance Institute and Sundance Film Festival.

The Kimball Art Center initially envisions a 30,000 sq. ft. building with the opportunity to expand to 40,000 sq. ft. The building will likely house galleries, studio and maker spaces for painting and drawing, ceramics, metal-working, glass fusion and other disciplines, photo labs, and an interactive children's center. The building will be a showcase for local art and provide a community gathering place for locals and visitors to learn and create.

In preliminary visioning meetings with both Sundance and Kimball, both partners expressed a strong preference for a location within Park City. Both parties are considering future capital campaigns to fund the land acquisition and building construction. Sundance and Kimball are proposing significant infrastructure, which will provide an anchor for the Arts & Culture District, however both feel that other supporting arts and culture space, as well as retail, restaurant, and office space will be necessary for a successful district.

The Letters of Intent outline with both Kimball Art Center and Sundance Institute this process and outline other terms of intent. They also specify that the City will renegotiate the terms including the end dates of the Master Festival License agreements. The current MFL for Sundance ends after 2026 and Kimball Art Center ends after 2021.

Additive Value and Diversification: A New Opportunity to invest in Park City

The City has continued to invest significant capital and operating dollars into the community. Capital investment has come in the form of renovations and asset

improvements such as the Library, MARC, City Hall and sidewalks, streets and storm drain systems. These investments can revitalize current services the City provides and can be broadly classified as maintaining and updating the City's assets. The City is also investing significantly in transportation improvements, water infrastructure and affordable housing. These improvements can be classified as meeting and mitigating the demands of growth. Net zero, environmental expenditures and open space acquisitions help to preserve the environmental quality of life and protect the community from the effects of growth.

An Arts and Culture District represents an entirely new kind capital investment. It goes beyond maintaining and renovating existing buildings, beyond mitigating the effects of growth or resort congestion. It represents an opportunity for the community, using visitor-generated funds, to invest in Park City and solidify the community value of art and culture. This is an opportunity to invest in Park City as a community. Over the years, as the Sundance Film Festival and Kimball Arts Festival have grown, they have come to represent a significant piece of what Park City is, a cultural quality, which sets Park City apart from other ski towns, a quality which uniquely matches the ideals and views of the community.

The creation of the Park City Arts and Culture District, featuring the Sundance Institute and Kimball Art Center as key anchor locations for Park City locals and guests, represents an opportunity to for the City to invest in itself as a unique and iconic town. A chance to go beyond maintaining, preserving and mitigating, and actually being a part of further creating the essence of what is Park City.

Analysis

Park City intends to purchase a 5.25-acre parcel in Bonanza Park for \$19.5-million to create the Park City Arts & Culture District. Funds for purchase, development, and maintenance will be generated by overnight visitors via a one-percent municipal transient room tax. No additional taxes will be assessed on Park City residents. The City intends to issues sales revenue bonds against the municipal TRT. It is anticipated that sales revenue bonds will be issued and sold no later than December 31, 2018. The property will be sold to the City, to close no later than January 31, 2018. If the City does not issue the bonds, the property deal will terminate and the \$100,000 earnest money deposit will be returned to the City.

The District will be anchored by a new Sundance Institute facility and a new Kimball Art Center; these two entities intend to purchase from the City the land on which their buildings will sit. The Sundance Institute and Kimball Art Center intend to independently fund and construct their respective buildings.

The District will be jointly planned, designed, and executed through a public-private partnership composed of Park City Municipal, the Sundance Institute, and the Kimball Art Center. This Letters of Intent (see Attachments B and C) specify that Park City, Sundance Institute, and the Kimball Art Center will jointly engage in a collaborative planning and design process. This will include public outreach and compatibility with Park City's General Plan, Area Zoning and Land Management standards, such as height and design standards.

Park City will build and own the underground, surface, and structured parking facilities which will support the use of the district. It is anticipated that the site will require

approximately 400 parking spaces to meet the requirements of Park City's Land Management Code. Park City will also build and operate the Bonanza Park Transit Hub within the district.

Park City will create open spaces and common areas in addition to approximately 60,000-to-90,000 square feet of city-owned building space designed to support and complement the Arts and Culture concept.

Arts and Culture – Bonanza Park East and Yard South Master Plan Development

The City intends to jointly plan the Arts and Culture District - Master Planned Development (MPD) through a collaborative partnership between the City and Sundance Institute and Kimball Art Center. The City also intends to include planning the Arts & Culture District in context of a larger MPD area planning process which will also include the recently acquired Yard South property and other City property. This larger planning process may be beneficial to the overall Bonanza Park Area in several ways.

A larger planned footprint could facilitate area improvements in the following ways:

- Transportation - improved site access for auto, transit and pedestrian flow.
- Transportation Hub – A transit hub in the district will mitigate traffic, facilitate the activation of the Richardson Flat Park and Ride Lot and provide a strategically located internal circulator point. A transportation hub in the area will also activate the Arts and Culture District.
- Improve Parking Options – a large master plan can take advantage of shared parking facilities, which will reduce congestion in the Arts & Culture District and will allow the development to take advantage of economies of scale in parking construction cost and use.
- Affordable Housing Requirements – The City is pursuing significant affordable housing options in the Bonanza Park Area. A public/private partnership MPD can take advantage of planned affordable housing in the area, which will allow the area design to incorporate the correct location of affordable housing, parking and arts & culture areas along with retail, office space and restaurants, which are fully integrated to maximize use.

Proposed Funding

Municipal Transient Room Tax

A transient room tax is a set sales and use tax rate levied on the rental price of temporary lodging for stays of less than 30 consecutive days. Utah code currently allows both cities and counties to levy an independent transient room tax. State code allows counties to levy a countywide TRT up to 4.25% and cities to levy a municipal TRT up to 1%. The county and city TRT rates are not mutually exclusive.

Therefore, the total overlapping levy within a city and county can be 5.25% (there are special circumstances within state code which allow for a city or county to apply additional TRT rates; however, these circumstances are not applicable to Park City or Summit County). A TRT is applied in addition to other applicable sales tax rates. Because the TRT is a lodging tax, the tax does not have a direct impact of the affordability to the local resident.

**County Transient Room Tax -
By County in Utah**

Location	TRT
Salt Lake County	4.75%
Beaver County	4.25%
Box Elder County	4.25%
Carbon County	4.25%
Daggett County	4.25%
Davis County	4.25%
Emery County	4.25%
Garfield County	4.25%
Grand County	4.25%
Iron County	4.25%
Kane County	4.25%
Morgan County	4.25%
San Juan County	4.25%
Sanpete County	4.25%
Sevier County	4.25%
Uintah County	4.25%
Utah County	4.25%
Wasatch County	4.25%
Washington County	4.25%
Wayne County	4.25%
Weber County	4.25%
Tooele County	3.50%
Cache County	3.00%
Duchesne County	3.00%
Juab County	3.00%
Millard County	3.00%
Piute County	3.00%
Rich County	3.00%
Summit County	3.00%

Currently Park City does not levy a 1% municipal TRT. Summit County's current TRT rate is 3% countywide. State code limits the use of the Summit County TRT to (1) establishing and promoting recreation, tourism, film production, and conventions or (2) acquiring, leasing, constructing, furnishing, maintaining, or operating: convention meeting rooms; exhibit halls; visitor information centers; museums; sports and recreation facilities including practice fields, stadiums, and arenas; and related facilities.

The use of municipal TRT funds are not limited, but are allowed for municipal uses as defined by state code.

TRT across the State of Utah

TRT within Park City and Summit County are currently at the lowest level (3.00%) of any City and County statewide. 72 cities in the state levy at least the 1% TRT, including Heber and Midway. Among these 72 cities included all but three cities in the Salt Lake Valley. It should be noted that during the last Utah State legislative session, the State adopted a .32% statewide transient room tax. This tax will become effective January 1, 2018 and be applied to all overnight lodging purchases throughout the state.

All 29 counties in the state levy a county TRT. All but seven, including Summit County, levy the full 4.25% (Summit County TRT is at 3.00%). Cities in Salt Lake Valley generally have among the highest TRT rates at 5.75%; Moab also has a TRT of 5.75%. Sandy City and West Valley City have the highest TRT rates at 6.25%. Heber, Midway, and the majority of cities in Washington County have a TRT of 5.25%. Even with a 1.00% municipal TRT, Park City would be among the lowest TRT lodging rates in the State. (See table below – Transient Room Tax by Notable Cities in Utah)

Transient Room Tax - by Notable Cities in Utah					
Location	TR	TM	TA	TT	Total Trans Rate
Sandy	4.25%	1.00%	0.50%	0.50%	6.25%
West Valley City	4.25%	1.00%	0.50%	0.50%	6.25%
Moab	4.25%	1.00%	0.50%		5.75%
Cottonwood Heights	4.25%	1.00%		0.50%	5.75%
Draper	4.25%	1.00%		0.50%	5.75%
Holladay	4.25%	1.00%		0.50%	5.75%
Midvale	4.25%	1.00%		0.50%	5.75%
Millcreek	4.25%	1.00%		0.50%	5.75%
Murray	4.25%	1.00%		0.50%	5.75%
Salt Lake City	4.25%	1.00%		0.50%	5.75%
South Jordan	4.25%	1.00%		0.50%	5.75%
South Salt Lake	4.25%	1.00%		0.50%	5.75%
West Jordan	4.25%	1.00%		0.50%	5.75%
Provo	4.25%	1.00%	0.50%		5.75%
Lehi	4.25%	1.00%			5.25%
Orem	4.25%	1.00%			5.25%
Heber	4.25%	1.00%			5.25%
Midway	4.25%	1.00%			5.25%
Kanab	4.25%	1.00%			5.25%
St George	4.25%	1.00%			5.25%
Ogden	4.25%	1.00%			5.25%
Brian Head	4.25%	1.00%			5.25%
Alta	4.25%			0.50%	4.75%
Riverton	4.25%			0.50%	4.75%
Bryce Canyon	4.25%				4.25%
Park City (with new 1% TRT)	3.00%	1.00%			4.00%
Park City (current)	3.00%				3.00%
Snyderville Basin Tr Dist	3.00%				3.00%

*Effective January 1, 2018 a Statewide TRT of .32% will be collected

3.00% is the lowest TRT in any location in Utah

TR = Transient Room Tax (TRT) county-wide

TM = Municipal Transient Room Tax

TA = Additional Municipal TRT

TT = Tourism Transient Room Tax

Utah is actually quite low compared to many destination cities. Attachment A shows a comparison of destination cities in the US and Utah. This list has been updated to show major destination and convention center cities.

Park City Municipal TRT Revenue Estimate

It is estimated, that a 1% TRT in Park City would generate approximately \$2.2 to \$2.4 million annually. If leveraged to 65% of the revenue, over 15 years, a 1% TRT would allow the issuance of up to \$23 million in bonds. After annual debt payments, the city would also collect approximately \$850,000 in cash annually from the other 35%. These figures would likely increase annually with inflation or additional lodging growth. Cash and debt from the municipal TRT, Transit and Transportation Fund, Affordable Housing funds and funds received from the sale of land to Kimball and Sundance would allow the City sufficient funds to develop infrastructure supportive to the District.

Because the TRT only applies to short term-lodging, the tax could be considered a progressive sales tax; the tax has minimal direct impact on the local resident. The tax is applied only to overnight stays.

Implementation of a Municipal TRT

Because the tax does not apply to the local citizen, a citywide vote or truth-in-taxation hearing is not required or authorized by state code. The City enacts the tax by providing notice to the tax commission that the City intends to enact the tax and specifies in the notice, the effective date of the tax, the proposed rate of the tax and the statutory authority to enact the tax. The tax will become effective on the first billing quarter after a 90-day period beginning on the day the tax commission receives the notice from the City. Adoption of the notice requires the approval of City Council by Ordinance enacting the tax (see attachment E). The 90-day period is an administrative period to allow the tax commission the ability to provide businesses notification of the tax. It is not a contest period.

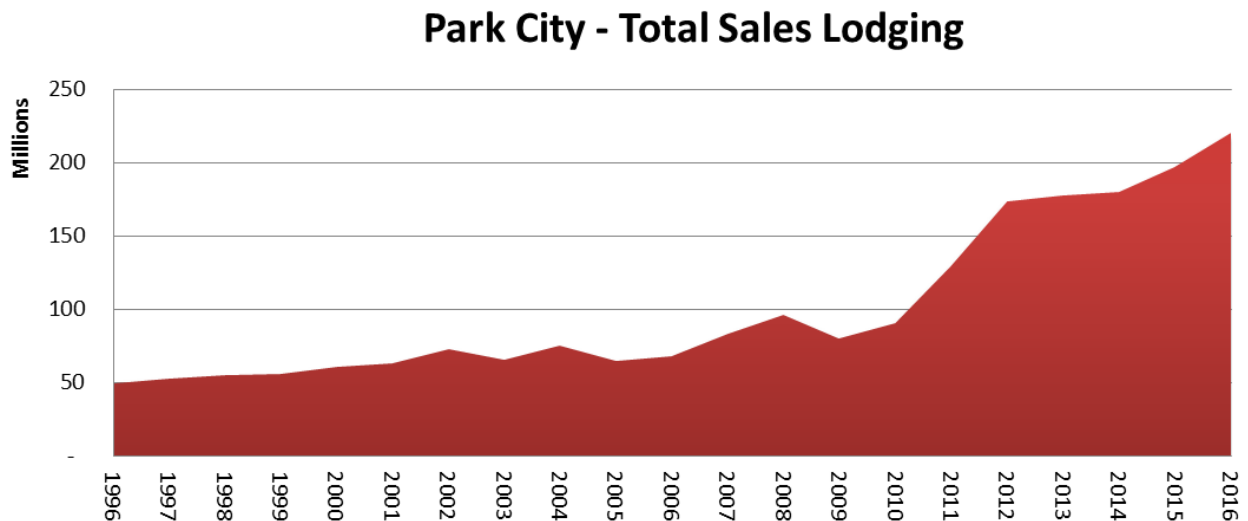
Therefore, if City Council were to enact the tax and provide notice to the Tax Commission in July, the 90-day period would end in September, and the tax would go into effect January 1. It should be noted that nearly 60 percent of the total lodging sales occur between January 1 and March 31 and another 20 percent come between October 1 and December 31. In order to issues sales revenue bonds sufficient to close on the Bonanza Park East property by January 31, 2018, the municipal TRT must be adopted within a time period that will allow the tax to be collected by January 1, 2018. Staff recommends that the TRT be adopted by July 20, 2017, this will allow the sales revenue bonds issuance process to start in August to be sold before December 31, 2017.

Impacts on Lodging Sales

As mentioned above, the TRT is levied on the overnight stay. Lodging sales in Park City have seen the most significant growth when compared to all other industries. This strong growth is due to:

- significant new development in the last several years;
- higher end offerings resulting in increased revenue spending per stay (RevPAR);
- a recovering leisure economy;
- and the impacts associated with Vail Resorts marketing strategies (epic pass).

In fact, lodging sales growth is primarily responsible for the overall city sales tax growth in the last five years. The following graph details the increase in lodging sales over that last 20 years. As show in the nationwide lodging tax comparison table (attachment A) and the County and City tables (see above), Park City will remain low in lodging tax statewide and among major destinations. The enactment of the Park City 1% municipal TRT is not expected to place Park City at a disadvantage within the ski destination lodging market.



The following highlight the pros and cons of a TRT funding strategy:

Pros

1. Funding decisions are made by City Council; this option effectively eliminates the majority of potential CRA (tax Increment Financing hang-ups (maximum returns and maximum density).
2. Project revenue needs are not increment based- the development can be phased in accordance with master cultural planning and partner contribution as opposed to being reliant upon private sector, front loaded development:
 - a. Project could include a more arts and culture elements or nonprofit community partners
 - b. Ability to add or retain “locals’ area” in the district.
 - c. High-density and high-tax values are not required to drive increment growth
 - d. Interlocal agreements are not required; no revenue comes from school district property tax growth.
 - e. City would not be required to take on tax increment risk
 - f. City could issue sales revenue bonds at much lower cost than TIF bonds
 - g. City is able to develop at lower density and height without risk of undercutting tax revenue generation needed in a TIF funded project.

3. TRT is an ongoing revenue source, which could be used to further expand the Arts and Culture District or be allocated towards other critical and top priorities or other redeveloping districts with in the City which have a community benefit.
4. Tax would not affect local affordability issues and local arts and culture district would add to the local quality of life.
5. More space could be dedicated to affordable and attainable housing while reducing the need to include high dollar overnight lodging option or high-end nightly rental condos needed to drive tax increment.
6. TRT could eliminate the need to expand land requirements outlined under the Area Planning - Master Plan Development process – no variances for additional density.

Cons

1. City Council could potentially face opposition from business stakeholders such as Lodging Association and tax opponents.
2. City Council could not use potential TRT revenue in the short term for other critical priorities (until debt is retired).

Park City's Current Indebtedness and Debt Capacity

Park City Municipal Corporation currently issues three types of debt. 1) General Obligation Bonds levied by a vote against property tax value of the City (such as the recent Bonanza Flat open Space bonds). 2) Sales revenue bonds levied against sales revenue which has been adopted by City Council after a vote (such as the Additional Resort Community Sales tax in 2014).3) Utility fee revenue bonds, which are issued against water rates for the purpose of building water utility infrastructure.

State Policy limits a City to not exceed 4% of the assessed valuation of the City. City policy further restrict the City to not exceed 2% of the assessed valuation of the City. With the issuance of the \$25 million Bonanza Flat bonds, the City is currently at 0.138% of the City's assessed valuation. The City continues to follow a policy to not exceed a 15-year term on any debt. Currently the city has \$6,416,184 in debt payable in FY 2018. This debt drops off by half to \$3,279,488 by 2025 and to \$0 in 2033. The City continues to improve the finical position related to debt. With the issuance of the 2017 Bonanza Flats GO bonds the City was upgraded by Moody's Investment services to the highest Rating of Aaa (equivalent to AAA with S&P and Fitch).

The City does not issue sales revenue debt against sales tax that is received in the General Fund. In 2014, after voter approval the City adopted a 0.5%, Additional Resort Community Sales Tax. This revenue was dedicated to capital improvement projects, open space acquisitions and land acquisitions for affordable housing. The City has issued two bonds against this revenue - the 2014 and 2015 series sales revenue bonds. Currently the Additional Resort Community Sales Tax is leveraged at 25% of the annual revenue generated by the dedicated tax source. The City has nearly 15 times coverage on its three outstanding sales revenue bond issuances.

The City intends to issue no more than 65% of revenue in debt against the municipal TRT for no more than 15-year terms.

Proposed Arts and Culture District Planning Process and Timeline

The following timeline outlines key dates moving forward:

- **July 7 - Joint Press Release** between Park City Municipal, Sundance Institute and Kimball Art Center.
- **July 11 – Community Open House** with Park City Mayor Jack Thomas and City Staff, Sundance Institute and Kimball Art Center (Community Room, Park City Library, 5:00 to 6:30 p.m.).
- **July 13 City Council Meeting**, City Staff Present:
 - Arts & Culture District Concept Plan;
 - TRT Funding Plan;
 - Letters of Intent; and
 - Purchase Agreement.
- **July 20 City Council Meeting**, City Council approve and adopt:
 - 1% municipal Transient Room Tax;
 - Kimball Art Center and Sundance Institute Letters of Intent; and
 - BPE Land Purchases Agreement.
- **July-August 2017** - Begin joint RFP for planning and design process for Bonanza Park MPD with Sundance Institute and Kimball Art Center.
- **Aug 17, 2017** Council authorize resolution for issuance of Sales Revenue Bonds.
- **October 5, 2017** bonds parameter resolution adopted.
- **November/December - TRT Sales Revenue bond sale**
- **Jan 1, 2018** - 1% Municipal Transient Room Tax effective date.
- **Jan 2018 – Bonanza Park East** property closing before January 31, 2018.
- **May to June 2018 – MPD process** – Intended Land purchase with MPD and vested approval rights (Sundance and Kimball).

Alternatives for City Council to Consider

1. **Recommended Alternative:** City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District.
2. Council should adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purpose of jointly planning and developing the Park City Arts and Culture District.
3. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018.

Pros

- a. Allows the City to “get into the game” to effectuate the City’s redevelopment vision in Bonanza Park without sacrificing core “Keep Park City Park City” values;
- b. Addresses City Council’s Transportation, Housing & Energy Goals;

- c. Creates an arts and cultural area with opportunities and relevancy for locals and visitors;
- d. Takes advantage of the easiest lateral economic move possible; stick with tourism and augment skiing with arts & culture tourism while creating an area locals can enjoy.
- e. Adoption of the transient room tax in July will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July.

Cons

- a. May not allow time for a comprehensive evaluation of all other future potential economic opportunities that Park City could pursue;
- b. Would require City Council take quick action with short period for public input. Extensive public input will be taken during the planning process (MPD).
- c. While a key location in the center of Park City, 5.25 acres is limited when evaluating all potential needs and uses in the context of the City's goals.

Funding

Funding of the proposed Park City Arts and Culture District are outlined above and would come from a combination of City funds including a 1% Municipal TRT, Transportation and Parking Fund, and designated affordable housing funds. The District will also be funded through a public private partnership with the Sundance Institute and Kimball Art Center who intend to fund the entirety of building design, land and building construction costs related to each respective building in the District. The Arts and Culture Master Plan Development (MPD) will be a joint City, Sundance, Kimball process that will include public outreach and follow the process required in the Park City Budget Procurement and Contracting policy. Funding for the MPD process will come from the Bonanza Park Development project as adopted in the City Budget and 5-Year Capital Improvement Plan.

Furthering the Goals of the General Plan

The Natural Setting chapter of the General Plan discusses the length the impacts of climate change on many aspects of Park City, including our economy. Goal Number 6 of the General Plan states: Climate Adaptation: Park City will implement climate adaptation strategies to enhance the City's resilience to the future impacts of climate change. <http://www.parkcity.org/home/showdocument?id=12386> page 62

In the Sense of Community chapter of the General Plan also specifically discusses the idea of a "Film Festival Campus/Center" under a section titled "Strategy: Year-Round Economic Generators" <http://www.parkcity.org/home/showdocument?id=12371> page 106

Lastly, in the aforementioned chapter of the General Plan, there is a section titled "Strategy: Attracting and Retaining the Creative Class" <http://www.parkcity.org/home/showdocument?id=12371> page 112

Furthermore, Arts & Culture are one of the keys to a Complete Community: <http://www.completecommunities.org/> answers the question “What is a complete community?” as follows:

We define a Complete Community as one that incorporates elements that contribute to the quality and character of the places where people live, work, move and thrive.

- **LIVING** - TO CREATE AND PRESERVE COMMUNITIES THAT PROVIDE AFFORDABLE HOUSING, INTEGRATED TRANSPORTATION SYSTEMS, AND QUALITY EDUCATION
- **WORKING** - TO ENHANCE REGIONAL ECONOMIC PROSPERITY THROUGH JOBS, TRAINING AND EDUCATION ACCESSIBLE TO PEOPLE WHICH ARE DESIGNED TO RETAIN AND ATTRACT NEW BUSINESSES
- **MOVING** - TO PROMOTE INCREASING AND IMPROVING MOVEMENT AROUND THE REGION USING PUBLIC TRANSIT, ELECTRIC CARS, AND ENCOURAGING WALKING AND BICYCLING TO ACHIEVE BETTER PHYSICAL WELL-BEING
- **THRIVING** - TO SUPPORT COMMUNITIES THAT PROVIDE ACCESS TO HEALTHY FOODS, ARTS, RECREATION, AND ENTERTAINMENT, WHICH MAKE US HAPPY AND FEEL MEANINGFUL THROUGH ACTIVE CIVIC ENGAGEMENT

Attachment

A – Lodging Comparison

B – Kimball Art Center Letter of Intent

Total Lodging Tax - Park City and Summit County*		
City/Town	Total Lodging Sales Tax Rate	*Rate Including 0.32% Statewide TRT (effective Jan. 1, 2018)
St Louis, MO	17.93%	17.93%
Columbus, OH	17.50%	17.50%
Chicago, IL	17.40%	17.40%
Knoxville, TN	17.25%	17.25%
Indianapolis, IN	17.00%	17.00%
Houston, TX	17.00%	17.00%
Kansas City, MO	16.85%	16.85%
San Antonio, TX	16.75%	16.75%
Atlanta, GA	16.50%	16.50%
Cleveland, OH	16.50%	16.50%
Lincoln, NE	16.48%	16.48%
San Francisco, CA	16.33%	16.33%
Wichita, KS	16.25%	16.25%
Louisville, KY	16.07%	16.07%
New Orleans, LA	15.75%	15.75%
Los Angeles, CA	15.69%	15.69%
Seattle, WA	15.60%	15.60%
Shreveport, LA	15.60%	15.60%
Baltimore, MD	15.50%	15.50%
Philadelphia, PA	15.50%	15.50%
Portland, OR	15.30%	15.30%
Charlotte, NC	15.25%	15.25%
Nashville, TN	15.25%	15.25%
Santa Fe, NM	15.19%	15.19%
Milwaukee, WI	15.10%	15.10%
Stamford, CT	15.00%	15.00%
Little Rock, AR	15.00%	15.00%
Detroit, MI	15.00%	15.00%
Dallas, TX	15.00%	15.00%
Denver, CO	14.75%	14.75%
New York, NY	14.75%	14.75%
Washington, DC	14.50%	14.50%
Boston, MA	14.45%	14.45%
Mammoth, CA	14.00%	14.00%
Mobile, AL	14.00%	14.00%
Honolulu, HI	13.96%	13.96%
Oklahoma City, OK	13.88%	13.88%
Moab, UT	13.85%	14.17%
Kanab, UT	13.20%	13.52%
Brian Head, UT	13.20%	13.52%

Alta, UT	13.10%	13.42%
Sandy, UT	13.10%	13.42%
Miami, FL	13.00%	13.00%
Salt Lake City, UT	12.60%	12.92%
Midway, UT	12.60%	12.92%
Provo, UT	12.60%	12.92%
Park City, UT (with City TRT 1.00% & State .32% TRT)		12.77%
Crested Butte, CO	12.50%	12.50%
Park City, UT (with new City TRT 1.00%)	12.45%	
Ogden, UT	12.35%	12.67%
Bryce Canyon, UT	12.30%	12.62%
Sun Valley, ID	12.00%	12.00%
Napa, CA	12.00%	12.00%
Price, UT	11.85%	12.17%
Vernal , UT	11.80%	12.12%
Breckenridge, CO	11.68%	11.68%
Steamboat Springs, CO	11.65%	11.65%
St George, UT	11.60%	11.92%
Heber, UT	11.50%	11.82%
Park City, UT (Current)	11.45%	11.77%
Aspen, CO	11.30%	11.30%
Beaver, UT	11.20%	11.52%
Logan, UT	10.60%	10.92%
Monterey, CA	10.50%	10.50%
Telluride, CO	10.40%	10.40%
Wasatch County, UT	10.20%	10.52%
Stowe, VT	10.00%	10.00%
Placer County, CA	10.00%	10.00%
South Lake Tahoe, CA	10.00%	10.00%
Vail, CO	9.80%	9.80%
Wendover , UT	9.70%	10.02%
Summit County, UT (Current)	9.55%	9.87%
Jackson, WY	8.00%	8.00%
Bozeman, MT	7.00%	7.00%

***Effective January 1, 2018 - A Statewide Utah TRT of .32% will be collected**

Sales Tax on Groceries - Park City & Summit County	3.00%
Sales Tax on all other Goods and Services - Park City	7.95%
Sales Tax Restaurants - Park City	8.95%

**LETTER OF INTENT BETWEEN PARK CITY MUNICIPAL
COPORATION (“PCMC”) AND THE KIMBALL ART CENTER (“KAC”).**

**(PCMC and KAC may be referred to individually as a “party” and
collectively as “parties.”)**

July 6, 2017

**RE: DEVELOPMENT OF THE PARK CITY ARTS AND CULTURE DISTRICT (the
“District”).**

This Letter of Intent (“LOI”) outlines the agreement of the parties to participate in the development of the District. This LOI will facilitate PCMC’s adoption of a Municipal Transient Room Tax, pursuant to Utah Code § 59-12-3A et seq, as amended, and the approval of the Bonanza Park East purchase agreement. The parties intend to create the District in conjunction with the Sundance Institute (“Sundance”) and to that end PCMC will be entering into a similar LOI with Sundance.

The below terms are agreeable to the parties and the parties intend as follows:

- PCMC shall notice the purchase agreement for the Bonanza Park East property (see image attached hereto as Exhibit A) and enactment of a 1% Municipal Transient Room Tax for the purpose of acquiring Bonanza Park East for public hearing on July 13, 2017, with possible action on July 20, 2017.
- PCMC shall issue debt against the sales tax revenue generated by the tax.
- PCMC shall close on the acquisition of Bonanza Park East no later than January 31, 2018.
- PCMC, KAC and Sundance shall participate in the joint planning and design of the District with the intention of obtaining the approval of a Master Planned Development (“MPD”).
- The MPD process before Planning Commission and plat amendment before City Council shall run concurrently. Either party or KAC may decide to jointly or independently proceed with detailed architectural planning of their individual building(s) consistent with the MPD process at their own expense.
- PCMC shall issue a Request for Proposal (“RFP”) for the site plan, engineering and design component of the MPD. PCMC, at KAC’s request, may include a project scope alternative for additional design/architectural services for and to be paid by KAC.

- Subject to compliance with PCMC budget contract policies, the RFP for the MPD consultant(s) shall be approved by PCMC, Sundance and KAC by consensus vote.
- In planning and developing the District, all parties acknowledge that a central purpose of the District is to inspire creative expression and therefore agree to strive for a design of such District that is artistically and architecturally significant, so long as such design complies with City code.
- PCMC shall be the applicant and shall pay all costs associated with the MPD application and design costs of plans sufficient for a complete application. KAC may at its own cost procure additional detailed plans concurrently, including individual architectural plans of its Facilities.
- The MPD will adhere to the General Plan and Park City Land Management Code. No application for height exceptions are contemplated at this time.
- Once the MPD is approved and KAC has vested approval rights, KAC shall purchase from PCMC all land connected with and/or appurtenant to its new art center (“Facilities”) as determined in the joint MPD process at a projected cost of \$2,925,000 for approximately 15% of the site or 34,230 sq. ft. at \$85.5 per square foot.
- PCMC shall reserve an easement in the sale of land to KAC for the purpose of constructing underground parking, utilities and common facilities. PCMC shall be responsible for any environmental site remediation as part of the Parking Easement and Purchase Agreement.
- KAC will act as an anchor destination, along with Sundance, and will be located prominently in the District.
- KAC’s Facilities shall include a building consisting of office space, galleries, studios, kiln rooms, photo labs, a gift shop, a restaurant/café, and similar amenities (approximately 30,000 to 40,000 sq. ft.). KAC shall cover the full cost of building and engineering/design costs associated with its Facilities.
- KAC shall coordinate Facility design with overall master plan and parking design.
- The parties shall consider additional, creative ways to support the anchor tenants and future success and activities of the District in a continuous way, such as a management board supported by a percentage of annual transient room tax revenue.
- KAC shall reserve the right to sell any land purchased by KAC within the District should KAC determine in its sole discretion that it is not able to construct its Facilities. PCMC shall have a right of first refusal to purchase the land at the same price as that paid to PCMC by KAC.
- PCMC shall construct office and retail space, restaurants/café, event spaces, plazas, public ingress and egress, public art, nonprofit space complimentary to the District, affordable or attainable housing, and an innovation technology center or innovative food concept center, etc. (approximately 60,000 to 90,000 sq. ft.).

- PCMC shall construct, own, maintain, and operate approximately 400 parking stalls, including underground, surface and aboveground structured as determined necessary to serve the District by the MPD.
- PCMC shall construct and operate a transit connection hub within or adjacent to the District.
- PCMC shall retain ownership, management and control of all parking for the facilitation of the District.
- KAC shall pay an agreed rental amount to PCMC from the date of PCMC's closing on the Bonanza Park East property, or until such rents are assigned to PCMC, until KAC discontinues its operations from 1401 Kearns Blvd.
- PCMC shall hold all rents received from KAC and apply them as a credit towards the purchase by KAC of the land used for its Facilities.
- KAC and PCMC agree to renegotiate the Master Festival License Agreement dated December 19, 2016 between PCMC and KAC to incorporate, among other things, use of the new Facilities, special event use of flex plaza space, City parking, transportation, traffic mitigation, and new effective dates. The parties expect to complete and approve such amendments prior to closing on the purchase of KAC land for its Facilities.
- PCMC shall continue to assist KAC in its efforts to pursue other state and local government financial support of the KAC.
- PCMC shall use best efforts to find joint solutions with KAC to address increased challenges facing employee/artist housing.
- PCMC, KAC and Sundance shall review, approve and participate jointly in any relevant press and media releases and the parties intend that neither they nor KAC shall individually issue any such release.
- PCMC approval of this LOI is contingent upon the approval by the Park City Council at an open, public meeting (currently scheduled for July 20, 2017).

This Letter is intended to be a nonbinding statement and preliminary concept of the terms of the proposed transactions. It is subject to the preparation of the final purchase contract and any other documents reflecting the final agreement of the parties.

Accepted and agreed to by:

Kimball Art Center:

By: 

Its: BOARD CHAIR

Park City Municipal Corporation

By: 

Its: CITY Manager

EXHIBIT A

BPE Property



Aerial view of 5.25-acre parcel to be purchased by City



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District. Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

This item will consider the Sundance Letter of Intent.

Respectfully:

Michelle Kellogg, City Recorder

**LETTER OF INTENT BETWEEN PARK CITY MUNICIPAL
CORPORATION (“PCMC”) AND SUNDANCE INSTITUTE
(“SUNDANCE”).**

**(PCMC and Sundance may be referred to individually as a “party” and
collectively as “parties.”)**

July 6, 2017

**RE: DEVELOPMENT OF THE PARK CITY ARTS AND CULTURE DISTRICT (the
“District”).**

This Letter of Intent (“LOI”) outlines the agreement of the parties to participate in the development of the District. This LOI will facilitate PCMC’s adoption of a Municipal Transient Room Tax, pursuant to Utah Code § 59-12-3A et seq, as amended, and the approval of the Bonanza Park East purchase agreement. The parties intend to create the District in conjunction with the Kimball Art Center (“KAC”) and to that end PCMC will be entering into a similar LOI with KAC.

The below terms are agreeable to the parties and the parties intend as follows:

- PCMC shall notice the purchase agreement for the Bonanza Park East property (see image attached hereto as Exhibit A) and enactment of a 1% Municipal Transient Room Tax for the purpose of acquiring Bonanza Park East for public hearing on July 13, 2017, with possible action on July 20, 2017.
- PCMC shall issue debt against the sales tax revenue generated by the tax.
- PCMC shall close on the acquisition of Bonanza Park East no later than January 31, 2018.
- Prior to Sundance’s purchase of the Sundance Lot under the Purchase Agreement (as defined below), PCMC, Sundance, and KAC shall participate in the joint planning and design of the District with the intention of obtaining the approval of a Master Planned Development (“MPD”).
- The MPD process before Planning Commission and plat amendment before City Council shall run concurrently. Either party or KAC may decide to jointly or independently proceed with detailed architectural planning of their individual building(s) consistent with the MPD process at their own expense.

- PCMC shall issue a Request for Proposal (“RFP”) for the site plan, engineering and design component of the MPD. PCMC, at Sundance’s request, may include a project scope alternative for additional design/architectural services for and to be paid by Sundance.
- Subject to compliance with PCMC budget contract policies, the RFP for the MPD consultant(s) shall be approved by PCMC, Sundance and KAC by unanimous vote.
- In planning and developing the District, all parties acknowledge that a central purpose of the District is to inspire creative expression and therefore agree to strive for a design of such District that is artistically and architecturally significant, so long as such design complies with City code and cost expectations of the parties.
- Each owner of a lot in the District shall be responsible to construct any necessary buildings, structures, and related appurtenances (the “Facilities”) approved in the MPD. Notwithstanding the foregoing sentence, as set forth below, the shared underground parking and facilities shall be constructed by PCMC at its sole cost and expense.
- PCMC shall be the applicant and shall pay all costs associated with the MPD application and design costs of plans sufficient for a complete application. Sundance may at its option and at its own cost procure additional detailed plans concurrently, including individual architectural plans of its Facilities.
- The MPD will adhere to the General Plan and Park City Land Management Code. No application for height exceptions are contemplated at this time.
- Sundance shall enter into a purchase agreement (the “Purchase Agreement”) with PCMC for all land connected with and/or appurtenant to its Facilities as determined in the joint MPD process at a projected cost of \$3,900,000, which equals approximately 45,640 sq. ft. at \$85.50 per square foot.
- PCMC shall reserve an easement in the sale of the Sundance Lot to Sundance for the purpose of constructing underground parking, utilities and common facilities under portions of the Sundance Lot pursuant to a separate easement agreement on a form reasonably acceptable to Sundance and PCMC (the “Parking Easement”). PCMC shall be responsible for any environmental site remediation as part of the Parking Easement and Purchase Agreement.
- Sundance will act as anchor destination, along with KAC, and will be located prominently in the District.
- The Facilities on the Sundance Lot may include, at Sundance’s Option and subject to the MPD, office space, archives/exhibition space, a publicly accessible hub for the Sundance Institute and the Sundance Film Festival, a 300-seat theater, gift shops, restaurants/café and similar amenities (approximately 40,000 to 50,000 sq. ft.).
- Sundance shall be responsible for the full cost of building and engineering/design costs associated with its Facilities other than the underground parking and utilities.

- Sundance shall coordinate the design of its Facilities with overall master plan and parking design.
- The parties shall consider additional, creative ways to support the anchor tenants and future success and activities of the District in a continuous way, such as a management board supported by a percentage of annual transient room tax revenue. At a minimum, the parties expect to create a governance board and mutually beneficial CC&Rs consistent with the intent of the District.
- Sundance shall reserve the right to sell any land purchased by Sundance within the District should Sundance determine in its sole discretion that it is not able to construct its Facilities. PCMC shall have a right of first and last refusal to purchase the land at the same price as that paid to PCMC by Sundance. The terms and timing of the rights of refusal shall be negotiated and specified in the purchase agreement and shall address interest and transactional costs associated with the purchase & sale of the land incurred by Sundance. Should PCMC decline to purchase the land at such price, Sundance may sell the land to a third party at its sole discretion, subject to the terms of the MPD, purchase agreement/deed, and District governing regulations/CCRs.
- PCMC shall construct approximately 60,000 to 90,000 sq. ft. of addition District space, which will include a mix of office and retail space, restaurants/cafés, event spaces, plazas, public ingress and egress, public art, nonprofit space complementary to the District, affordable or attainable housing, artist residences, an innovation technology center, and/or innovative food concept center, etc.
- PCMC shall construct, own, maintain, and operate approximately 400 parking stalls, including underground, surface and aboveground structured as determined by the MPD.
- PCMC shall construct and operate a transit connection hub within or adjacent to the District.
- PCMC shall retain ownership and management of all parking constructed by PCMC, subject to the terms of the Parking Easement; provided of the MPD shall establish an allocation of parking to both KAC and Sundance at no cost.
- At Sundance's election, Sundance may occupy the existing office space in the Physician's Building and shall pay an agreed rental amount to PCMC from October 1, 2017 on a month to month basis.
- PCMC shall hold all rents received from Sundance, if any, and apply them as a credit towards the purchase by Sundance of the land used for its Facilities.
- Sundance and PCMC agree to renegotiate the Master Festival License Agreement dated October 30, 2013 between PCMC to Sundance to incorporate the new Facilities herein, and other matters including but not limited to mitigation of ambush marketing, special event use of flex plaza space and City parking, transportation, traffic mitigation, and new effective dates. The parties expect to complete and

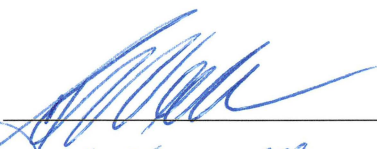
approve such amendments prior to closing on the purchase of Sundance's land for its Facilities and re-evaluate terms regarding Facilities upon their construction and initial use.

- PCMC shall continue to assist Sundance in its efforts to pursue other state and local government financial support of the Sundance Film Festival.
- PCMC shall use best efforts to find joint solutions with Sundance to address increased challenges facing festival lodging and employee/artist housing.
- PCMC, KAC and Sundance shall review, approve and participate jointly in any relevant press and media releases and the parties intend that neither they nor KAC shall individually issue any such release.
- Subject to terms of mutual agreement, KAC and Sundance expect to have a joint use agreement of their respective Facilities with each other.
- PCMC approval of this LOI is contingent upon the approval by the Park City Council at an open, public meeting (currently scheduled for July 20, 2017).

This Letter is intended to be a nonbinding statement and preliminary concept of the terms of the proposed transactions. It is subject to the preparation of other agreements reflecting the terms and conditions set forth in this LOI and other terms that are agreed to by the parties.

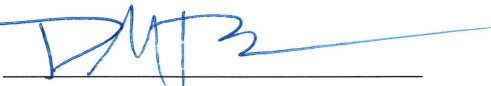
Accepted and agreed to by:

Sundance :

By: 

Its: CFO & MB 7.7.17

PCMC Municipal Corporation

By: 

Its: City Manager

EXHIBIT A

BPE Property



Aerial view of 5.25-acre parcel to be purchased by City



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District. Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

This item will consider an ordinance approving a transient room tax.

Respectfully:

Michelle Kellogg, City Recorder

Ordinance No. 2017-34

**AN ORDINANCE ESTABLISHING THE MUNICIPALITY TRANSIENT ROOM TAX
WITHIN THE CITY OF PARK CITY, UTAH, AT ONE PERCENT (1%)**

WHEREAS, the City Council has the power to establish a municipality transient room tax on amounts paid or charged for tourist home, hotel, motel, or trailer court accommodations and services that are regularly rented for less than 30 consecutive days pursuant to UCA Section 59-12-352.

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

SECTION 1. ESTABLISHMENT OF A 1% MUNICIPALITY TRANSIENT ROOM TAX: In addition to any other tax authorized by the laws of the State of Utah and/or of this municipality, there hereby is established, approved, and levied on amounts paid or charged for tourist home, hotel, motel, or trailer court accommodations and services that are regularly rented for less than 30 consecutive days pursuant to UCA Section 59-12-352 and described in UCA Subsection 59-12-103(1)(i), of one percent (1.0%).

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective on January 1, 2018.

PASSED AND ADOPTED this _____ day of July, 2017

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

Mark D. Harrington, City Attorney



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should consider the following proposal to buy the Bonanza Park East property for \$19.5 million for the purpose of creating the Park City Arts and Culture District. Council should review and adopt the attached Letters of Intent between Park City Municipal Corporation and Kimball Arts Center, and Park City Municipal Corporation and the Sundance Institute for the purposed of jointly planning and developing the Park City Arts and Culture District with the intention that both Kimball Art Center and Sundance Institute become primary owners in the District. Kimball Art Center and Sundance Institute will fund and own their own land and construction of their own facilities in the District. City Council should adopt the Municipal Transient Room Tax, a one-percent tax on all overnight lodging, which will allow the first collection of the tax on January 1, 2018. Adoption of the tax at this time will allow the City to issue Sales Revenue Bonds sufficient to close on the property by no later than January 31, 2018 and begin the joint planning process in July. The City will use the Municipal Transient Room Tax to further develop City owned property in the Arts and Culture District, which supports and promotes the District's intended uses of arts and culture.

This item will consider the Bonanza Park East Purchase Agreement.

Respectfully:

Michelle Kellogg, City Recorder

**AGREEMENT FOR PURCHASE
AND SALE OF REAL PROPERTY**
[Bonanza Park East]

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is entered into this 7th day of July, 2017, by and between **BONANZA PARK, L.L.C.**, a Utah limited liability company, **JPS NEVADA, LLC**, a Nevada limited liability company, and **MAVERIK PARK CITY, L.L.C.**, a Utah Limited liability company (the three entities collectively, the “**Seller**”), and **PARK CITY MUNICIPAL CORPORATION**, a political subdivision of the State of Utah (the “**Purchaser**”).

WHEREAS, Seller is the owner of certain real property in Park City (“**City**”), State of Utah (“**State**”), more particularly described as parcel numbers PSA-46-A, PSA-46-RE-B, PSA-46-RE-C, PSA-46-RE-D, KBC-A, KBC-B, PCA-110-G-1, PCA-110-G-2-A, and PCA-110-G-3, including all buildings and fixtures, and as depicted on Exhibit “A”, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Purchaser intends to redevelop or repurpose, or enter into partnerships to redevelop and repurpose, all or portions of the Property to create Park City’s first dedicated Arts and Culture District (“**Improvements**”), which will house the new Sundance Institute Headquarters and Exhibit Center, the permanent location of the Kimball Art Center, and a variety of arts and culture related retail, entertainment, studio space, and affordable housing units to inspire a vibrant live, work and create neighborhood; and

WHEREAS, Seller desires to sell and Purchaser wishes to purchase the Property pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) in hand paid and in consideration of the mutual promises of the parties as set forth herein, Seller does hereby agree to sell to Purchaser and Purchaser agrees to purchase from Seller in fee simple the Property pursuant to the following covenants, conditions, terms and obligations:

1. **TRANSACTION AND TRANSACTION DOCUMENTS.** Purchaser desires to purchase, and Seller desires to sell, the Property strictly in accordance with the terms and conditions set forth below. As a part of the transaction described in this Agreement, Purchaser and Seller intend to execute, or cause the appropriate party to execute, the below agreements prior to, at, or in the case of one document, potentially after, the Closing [defined below] all as described in this Agreement:

1(a) **Assignment of Leases:** Seller is currently the lessor of several commercial and retail spaces and medical offices within the Property. Seller agrees to assign to Buyer, as of Closing, its rights as lessor under certain leases as agreed to by Seller and Buyer.

1(b) **Seller’s Affordable Housing Credits:** Seller claims it has acquired 14.6 Affordable Unit Equivalents as a result of its activities on this and other locations within Park City. Purchaser acknowledges that any Affordable Unit

Equivalents claimed by Seller will be retained by Seller for subsequent use elsewhere in Park City, subject to any required approvals by Park City Municipal Corporation, and that they are not included in the Property being acquired by Purchaser.

2. SELLER MATERIALS. Purchaser is familiar with the Property and is willing to purchase the same in its "As-Is" condition as further described in Paragraph 10 below and subject title inspection as set forth in Paragraph 4 and an inspection period as set forth in Paragraph 5 of this Agreement. To assist Purchaser in familiarizing itself with the Property, Seller has provided those items listed on Exhibit "B" attached hereto ("**Seller's Materials**") on or prior to the Effective Date [defined below. Notwithstanding anything to the contrary contained in this Agreement, in the event of a termination of this Agreement, Purchaser shall return Seller's Materials and any copies thereof to Seller. The furnishing of Seller's Materials is without representation or warranty by Seller as to the accuracy thereof, or as to the right of Purchaser to rely on Seller's Materials, all of which were prepared by third parties.

3. PURCHASE PRICE AND CLOSING. The purchase price for the Property is Nineteen Million Five Hundred Thousand Dollars (\$19,500,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser as follows:

3(a) Within five (5) business days after the Effective Date, Purchaser shall deposit the sum of One Hundred Thousand Dollars (\$100,000.00) (the "**Earnest Money Deposit**") with Coalition Title Agency (the "**Escrow Agent**").

3(b) Upon Closing [defined below], the Earnest Money Deposit shall be applied against the Purchase Price, and the balance of the Purchase Price shall be paid to Seller in immediately available funds.

3(c) The closing (the "**Closing**") shall occur on or before January 31, 2018 (the "**Closing Date**"). The Closing shall be held at the offices of the Escrow Agent or such other location as the parties shall mutually designate. Seller and Purchaser shall have the right to extend the Closing Date by written agreement. In the event that Closing does not occur by the initial Closing Date or any extension agreed to in writing by Seller and Purchaser, this Agreement shall terminate, in which case the Earnest Money Deposit shall be released to Seller, and the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement as described in Paragraph 8(a) and 8(b) below.

4. TITLE.

4(a) Purchaser shall obtain a title insurance commitment issued by the Escrow Agent setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the "**Commitment**"). The Commitment is described as one of the documents listed in Exhibit "B."

Within fourteen (14) days following the Effective Date, Purchaser shall notify Seller in writing as to Purchaser's disapproval of any of the title exceptions, monetary liens or encumbrances, set forth in such Commitment. Seller shall be obligated to remove and/or resolve any disapproved monetary liens or encumbrances. Seller shall have five (5) business days thereafter ("**Seller Response Period**") to elect whether or not to remove said exceptions, in addition to any monetary liens or encumbrances, at Seller's expense at or prior to the Closing. In the event Seller does not give written notice to Purchaser and Escrow Agent within the Seller Response Period that Seller will remove such disapproved exception(s) at or prior to the Closing, then Purchaser may, by delivery of written notice to Seller and Escrow Agent within five (5) business days following expiration of the Seller Response Period, elect to (i) terminate this Agreement, or (ii) approve the previously disapproved title exceptions reflected in the Commitment (in which case such exceptions shall become Permitted Exceptions) without any reduction in the Purchase Price and waive Purchaser's right of termination set forth in subparagraph 4(a)(i). In the event Purchaser (i) does not object to the items reflected in the Commitment, or (ii) fails to give timely written notice of its election to terminate this Agreement following expiration of the Seller Response Period, Purchaser shall be deemed to have expressly approved the Commitment and all matters reflected therein shall be deemed "Permitted Exceptions" under this Agreement, and Purchaser shall take title to the Property at Closing subject to all Permitted Exceptions.

4(b) Purchaser shall be entitled to request that, at Closing, with respect to the Property, the Escrow Agent (i) issue to Purchaser an ALTA title insurance policy as to the Property and a standard coverage (or other form standard for similar transactions in the State) owner's form title policy (the "**Title Policy**"), in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Purchaser subject only to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as Purchaser may reasonably require; provided that (a) the Title Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, Seller, (b) Purchaser's obligations under this Agreement shall be conditioned upon Purchaser's ability to obtain such Title Policy and/or any endorsements to the Title Policy and, if Purchaser is unable to obtain a Title Policy and/or any such endorsements, Purchaser shall not be obligated to proceed to close the transactions contemplated by this Agreement without reduction of or set off against the Purchase Price, and (c) the Closing shall not be delayed, unless agreed to in writing by Seller and Purchaser, as a result of Purchaser's aforementioned request.

4(c) At the Closing, Seller shall convey fee title to the Property by providing a Special Warranty Deed (the "**Deed**") to Purchaser, subject to the Permitted Exceptions [defined below]. The form of the Deed is attached hereto as Exhibit "C."

4(d) If applicable, Purchaser shall have the right to deliver to Seller a written notice ("**New Title Exception Notice**") at any time prior to the Closing Date, but not more than five (5) days after the date of Purchaser's discovery of any title exception which (i) first comes to Purchaser's attention following the expiration of the Seller Response Period, (ii) was not created due to the acts of Purchaser, (iii) has not been consented to by Purchaser, and (iv) materially adversely affects the Property (each, a "**New Title Exception**"), stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to Purchaser. If Purchaser timely delivers a New Title Exception Notice to Seller, the following provisions shall apply:

- (i) Upon Purchaser's delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to, (i) remove or correct the New Title Exception to Purchaser's reasonable satisfaction on or prior to the Closing Date, or (ii) cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception.
- (ii) Seller shall have the unilateral right, based on Seller's discretion or for the purpose of performing Seller's obligations or exercising Seller's rights under this Paragraph 4(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to Purchaser of written notice to such effect not more than five (5) business days after Seller's receipt of a New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this subparagraph shall run concurrently with any other extension periods provided for in this Agreement. Notwithstanding any election by Seller to extend the Closing Date as set forth above, Purchaser may elect at any time to waive Purchaser's objection to such New Title Exception by giving written notice thereof to Seller, in which case Seller and Purchaser shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder).

5. INSPECTION PERIOD.

5(a) Access to Property. From and after the Effective Date until October 31, 2017 (The "Inspection Period"), Seller agrees to allow Purchaser and Purchaser's authorized representatives reasonable access to the Property during normal business hours on prior written notice to Seller and Seller hereby authorizes Purchaser to carry out such reasonable tests and inspections thereof as Purchaser may deem necessary, provided that such access, tests and inspections by Purchaser and Purchaser's authorized representatives shall be subject to the provisions of the Leases and shall not

interfere with the use of the Property by any third party pursuant to the Leases. All such tests and inspections shall be undertaken at no expense to Seller and will be carried out in accordance with the terms and provisions of this Agreement. Upon request by Seller, any samples collected for laboratory analysis will be split with a representative of Seller. Purchaser shall obtain, or cause to be obtained, all necessary permits, licenses, consents or other authorizations or notifications required by all applicable laws for such activities conducted on the Property. Within five (5) days following receipt of a request from Seller, Purchaser will provide Seller with the results of all laboratory analyses performed, reports, field logs and data and survey data on any samples collected during the activities described in this Section 5(a), which obligation shall survive whether or not this Agreement is terminated without Closing and provided that such data and reports are available to Purchaser at the time of Seller's request. If such data and reports are not available at the time of Seller's request, Purchaser shall provide such data and reports within five (5) days after delivery to Purchaser.

5(b) Indemnity. Purchaser shall defend, indemnify and hold Seller and its property managers, directors, officers, trustees, shareholders, employees, advisors, agents, managers, members and affiliates, and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any and all mechanic's liens that may be filed against the Property and any and all other liabilities and claims, including reasonable attorneys' fees, arising by reason of access to the Property and performance of any of such inspections and operations by Purchaser or its representatives, subcontractors, agents, invitees or licensees, which obligation to defend, indemnify, and hold Seller and the Indemnitees harmless shall survive whether or not this Agreement is terminated without Closing. Notwithstanding the foregoing, in no event shall Purchaser be responsible for defending, indemnifying or holding Seller harmless from any diminution in property value of any other claims or liabilities resulting from any information or circumstances discovered during Purchaser's inspections hereunder.

5(c) Seller acknowledges that Purchaser may desire to discuss or otherwise inquire about plans, documents, agreements, rights and other records of various federal, state, county or other governmental entities, districts and utilities, including but not limited to the U.S. Environmental Protection Agency (collectively, "Governmental Authorities") regarding the Property or otherwise impacting, restricting, or affecting its use or value with various Governmental Authorities. In this regard, Purchaser may request in writing at any time any publicly available records relating to the Project from Governmental Authorities. In addition, from and after the execution of this Agreement to the Closing Date or earlier termination of this Agreement, Purchaser is permitted to contact all necessary Governmental Authorities to discuss the Property.

6. CONDITIONS PRECEDENT TO CLOSING.

6(a) **Purchaser's Conditions Precedent.** The obligation of Purchaser to purchase the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by Purchaser in its sole and absolute discretion (the "**Purchaser Conditions Precedent to Closing**"). Purchaser approval of this Agreement is contingent upon the approval by the Park City Council at an open, public meeting (currently scheduled for July 20, 2017):

- (i) All conditions of title have been met pursuant to Paragraph 4 hereof;
- (ii) Seller is not in default of this Agreement;
- (iii) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9;
- (iv) All lease assignments and terminations agreed to by Buyer and Seller have been executed;
- (v) Purchaser has issued and sold bonds in an amount sufficient to purchase the Property;
- (vi) Purchaser shall make timely and reasonable efforts to obtain a bindable indication for an environmental insurance policy for the Property acceptable to Purchaser; and
- (vii) Purchaser shall make timely and reasonable efforts to obtain a "reasonable steps comfort/status letter" from the US EPA for the Property acceptable to Purchaser.
- (viii) Seller will cooperate with Purchaser in obtaining the indication and letter described in subparagraphs (vi) and (vii), above, but Closing will not be delayed by the failure of an insurer or the US EPA to issue those documents.

In the event that any of the foregoing Purchaser Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Purchaser shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Seller, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Seller has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 8 below.

6(b) Seller's Conditions Precedent. The obligation of Seller to sell the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived in writing by Seller in its sole and absolute discretion (the "**Seller Conditions Precedent to Closing**"):

- (i) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9 hereof;

In the event that any of the foregoing Seller Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Seller shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Purchaser, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Purchaser has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 8 below.

7. CLOSINGS, CONVEYANCE AND TITLE.

7(a) Title to the Property is to be conveyed hereunder subject to the Permitted Exceptions.

7(b) Any escrow fee shall be equally shared between Purchaser and Seller. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Deed and/or Purchaser's financing shall be at Purchaser's expense. Purchaser shall also pay all costs and expenses associated with Purchaser's procurement of a survey and procurement of title insurance, including, without limitation, the Title Policy. Except as otherwise provided for in this Agreement, Seller and Purchaser will each be solely responsible for and bear all of their own respective expenses.

7(c) Seller shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and Purchaser shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

7(d) At or prior to Closing, if requested by Escrow Agent, Seller shall deliver to Purchaser a "Certification of Non-Foreign Status" which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

7(e) At Closing, the sum of Fifty Thousand Dollars (\$50,000) shall be withheld from the Purchase Price and placed in escrow in an interest bearing account with the Title Company to be used for environmental remediation and contaminated materials management costs ("**Remediation Costs**") incurred by Purchaser or entities contracting with Purchaser during redevelopment of the Property and incurred pursuant to requirements of applicable law, including costs incurred for compliance with the Park City Soils Ordinance, Park Municipal Code, Chapter 15, the obligation for which is actual and existing for Seller as of Closing and which is an existing noncompliance issue which must be satisfied prior to (i) new tenant occupancy; (ii) business license issuance; or (iii) Purchaser's redevelopment of the Property ("**Environmental Escrow**") must actually be completed as a part of Purchaser's redevelopment of the Property ("**Environmental Escrow**"). Funds from the Environmental Escrow shall be released to Purchaser for payment of the Remediation Costs incurred after Closing by Purchaser, or entities contracting with Purchaser, in accordance with the form of Escrow Agreement attached hereto as Exhibit "D." Upon Purchaser's completion of the remediation of the Property or one year from Closing, whichever is sooner, any remaining funds in the Environmental Escrow will be released back to Seller. If Remediation Costs exceed the Environmental Escrow, Seller shall have no responsibility for payment of such costs.

8. DEFAULT; LIABILITY OF PARTIES.

8(a) In the event of any breach, failure or default by Purchaser under the terms of this Agreement (which breach, failure or default is not remedied or cured by Purchaser pursuant to any applicable provisions hereof), Seller shall be entitled to terminate this Agreement and obtain the Earnest Money Deposit from Escrow Agent (if Escrow Agent then is in possession of same) or retain the Earnest Money Deposit (if Seller is then in possession of same) as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of Purchaser's breach. After Seller has exercised its applicable remedy as described above, Purchaser shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Seller be entitled to any other remedies other than those expressly provided herein.

8(b) Notwithstanding anything to the contrary contained herein, in the event Seller breaches this Agreement (which breach, failure or default is not remedied or cured by Seller pursuant to any applicable provisions hereof) Purchaser shall have the right, as its sole and exclusive remedy, to either: (i) obtain the return to Purchaser of the Earnest Money Deposit (if Seller is in possession of the same), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby

acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Purchaser of Seller's breach; or (ii) commence an action against Seller for specific performance of this Agreement or similar legal or equitable action. After Purchaser has exercised its applicable remedy as described above, Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Purchaser be entitled to any other remedies other than those expressly provided herein. Nothing herein shall be construed to limit Purchaser's power to acquire the Property by condemnation, however.

8(c) Seller and Purchaser acknowledge and represent that Seller and Purchaser have dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 8(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

8(d) No failure(s) or default(s) by Purchaser or Seller shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure). The provisions of this Subparagraph 8(d) shall not apply to Purchaser's failure to timely deliver the Earnest Money Deposit or to a default by Purchaser or Seller for failure to close on the purchase of the Property as and when required hereunder.

8(e) If Seller breaches this Agreement, and the breach is discovered prior to Closing, Purchaser's sole remedy is described in Paragraph 8(b) of this Agreement. Except as to a breach by Seller of any warranty, representation or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, if Seller breaches this Agreement, and such breach is discovered after Closing, Purchaser shall have no remedy or recourse against Seller. Purchaser has factored this risk into its decision to purchase. If and only if it is determined within six (6) months after Closing that Seller breached any warranty, representation or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, and if Purchaser notifies Seller in writing of any such breach within six (6) months of the Closing, Purchaser's sole remedy shall be one of

the following: (i) cure of the breach by or on account of Seller; or (ii) payment of appropriate monetary compensation by Seller to Purchaser for such breach. Purchaser hereby agrees that in no event will the liability of Seller under this Agreement (including, without limitation, any liability of Seller for breach or default under any representation, warranty or covenant made by Seller in Paragraph 8(c) or Paragraph 9 hereof) exceed, in the aggregate, one and one half of one percent (1.50%) of the Purchase Price.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9(a) Seller hereby represents, warrants and covenants to Purchaser that:

- (i) Except for the leases identified in Paragraph 1(b) and as otherwise provided in this Agreement, Seller has granted no person any contract right or other right to possession of any portion of the Property.
- (ii) Except as may be required by law or agreed to by Purchaser, Seller shall not materially alter the condition of the Property during the term of this Agreement.
- (iii) Seller has the full right, power, and authority to sell the Property to Purchaser as provided in this Agreement and all required action necessary to authorize Seller to enter into this Agreement has been or will have been taken prior to the Effective Date. Seller shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Seller to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.
- (iv) Seller has provided all of the documents in its possession and control as required by Paragraph 2 and all such documents are, to Seller's knowledge, complete and accurate copies thereof.

9(b) Purchaser warrants, represents and covenants to Seller that:

- (i) Purchaser has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and all required action necessary to authorize Purchaser to enter into this Agreement has been or will have been taken prior to the Effective Date. Purchaser shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Purchaser to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

10. AS-IS. PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF PURCHASER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL ASSESSMENT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT

AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

PURCHASER ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING SELLER'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES, RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY MADE BY SELLER OR RELIED UPON BY PURCHASER WHATSOEVER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, EXCEPT FOR THOSE REMEDIATION COSTS TO BE FUNDED FROM THE ENVIRONMENTAL ESCROW ESTABLISHED AT CLOSING PURSUANT TO PARAGRAPH 7(E) OF THIS AGREEMENT, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY PAST, PRESENT AND FUTURE FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, RCRA, 42 U.S.C. § 6973 *et seq.*, ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 9 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE RECORDATION OF THE DEED FOR THE PROPERTY.

11. ASSIGNMENT; SURVIVAL. Purchaser may assign this Agreement to any party without the express written consent of Seller. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Deed executed hereunder and shall not be merged therein, except that any representations and warranties of Seller hereunder shall survive Closing for six (6) months.

12. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Purchaser and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. Seller and Purchaser shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of Purchaser and Seller. Purchaser and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Purchaser and Seller in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

13. EFFECTIVE DATE. This Agreement shall become effective on the date signed by the last of Purchaser and Seller ("**Effective Date**").

14. MISCELLANEOUS.

14(a) All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to Purchaser:	Park City Municipal Corporation
	P.O. Box 1480
	Park City, Utah 84060
	Attention: Office of the Mayor
	Email: jack@parkcity.org

with a copy to: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Thomas Daley, Esq.
Email: tdaley@parkcity.org

If to Seller: Bonanza Park, L.L.C.
JPS Nevada, LLC
Maverik Park City, L.L.C.
c/o 1790 Bonanza Drive, Suite 200
Park City, Utah 84060

with a copy to: Edwin C. Barnes
Clyde Snow & Sessions
201 South Main, Suite 1300
Salt Lake City, Utah 84111

If to Escrow Agent: Coalition Title Agency
2200 Park Ave., #C100
Park City, Utah 84060
Attention: Roger Cater
Email: roger@coalitiontitle.com

The parties hereto shall be responsible for notifying each other of any change of address.

14(b) If any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

14(c) It is the intention of the parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the parties hereunder, shall be determined in accordance with the laws of the State, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of Seller's and Purchaser's obligations hereunder.

14(d) Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday on which Wells Fargo Bank, N.A. is closed for business in the United States (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.

14(e) This Agreement, together with the Exhibits attached hereto, contains the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated

in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision, or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, and shall be considered the workmanship of all of the parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

14(f) Titles to Paragraphs and Subparagraphs are for convenience only, and are not intended to limit or expand the covenants and obligations expressed thereunder.

14(g) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14(h) In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy. **THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.**

14(i) For purposes of this Agreement and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of Seller's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to Seller by any other person or entity. "Seller's Representative" means and shall be limited to Mark J. Fischer.

14(j) Purchaser shall reasonably cooperate with Seller with respect to one or more like-kind exchanges made pursuant to Section 1031 of the Internal Revenue Code ("**1031 Exchange**"), provided such 1031 Exchange shall not impose on Purchaser any additional liability or financial obligation, shall not delay Closing, and Seller shall indemnify, defend and hold Purchaser harmless for, from and against any claims, damages or expenses arising in connection with or resulting from Seller's 1031 Exchange. Notwithstanding the foregoing, the consummation of the transaction contemplated by this Agreement shall not be subject to or contingent upon Seller's ability to consummate its 1031 Exchange.

14(k) Neither this Agreement nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

14(l) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF UTAH. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(SIGNATURES FOLLOW ON NEXT PAGE)

WITNESS, the following signatures.

SELLER:

BONANZA PARK, L.L.C.

By:

Its:

By:

Name: Mark J. Fischer

Title: mgr

Date: 7-7-17

JP'S NEVADA, LLC

By:

Its:

By:

Name: Mark J. Fischer

Title: authorized representative

Date: 7-7-17

MAVERIK PARK CITY, L.L.C.

By:

Its:

By:

Name: Mark J. Fischer

Title: mgr, MSB

Date: 7-7-17

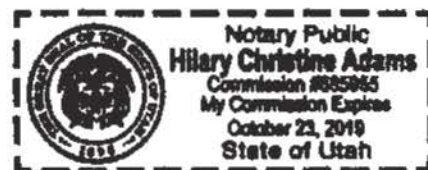
(SIGNATURES CONTINUE ON NEXT PAGE)

STATE OF Utah)

COUNTY OF Summit)

On this 7 day of July, 20 17, Mark J. Fischer (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Manager (Title or Office) of Bonanza Park Ufa Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the Agreement for Purchase (name of document being signed) and Sale of Real Property, Bonanza Park East

[Signature]
Notary Public

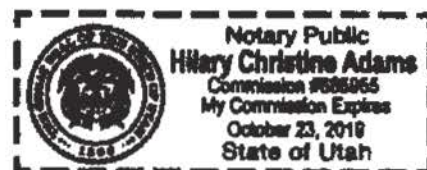


STATE OF Utah)

COUNTY OF Summit)

On this 7 day of July, 20 17, Mark J. Fischer (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Authorized Representative (Title or Office) of JP's Nevada Ufa Nevada limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the Agreement for Purchase (name of document being signed) and Sale of Real Property, Bonanza Park East

[Signature]
Notary Public

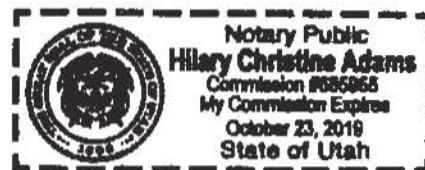


STATE OF Utah)

COUNTY OF Summit)

On this 7 day of July, 20 17, Mark J. Fischer (name of document signer) personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the manager (Title or Office) of Maverik Park City Utah X limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the Agreement for Purchase (name of document being signed) and Sale of Real Property, Bonanza Park East

[Signature]
Notary Public



(SIGNATURES CONTINUE ON NEXT PAGE)

PURCHASER:

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: DMT
Name: Diane Foster
Title: City Manager
Date: July 7, 2017

Attest:

MB Hochdale
City Recorder, Deputy

(SIGNATURES CONTINUE ON NEXT PAGE)



Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraph 12 hereof.

ESCROW AGENT:

COALITION TITLE AGENCY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Property

EXHIBIT B

Document Deliveries

1. A schedule and copies of all leases, service, management and other contracts affecting the Property.
2. A copy of the plans and specifications for the improvements for the Property, "as built" if available, structural, mechanical, geological (mineral rights) or any other plans in Seller's possession.
3. All soils studies, geotechnical and ADA reports or engineering studies prepared in connection with the Property.
4. All operating and expense reports for the Property for year-to-date and for each of the last three full years of operation.
5. Any written inquiries, notices, approvals, consents, submittals, proposals, orders or records of proceedings by, at the behest of, or with respect to, health, safety or environmental regulatory or enforcement agencies of federal, state or local government, whether or not such documents or records have been made available to the general public by the agencies in question.
6. Copies of any written records of environmental investigation, analysis or testing or other environmental reports and related materials prepared in connection with the Property, except any such documents which are protected by attorney-client privilege, and including all Phase I and Phase II Environmental Site Assessments of the Property.
7. Any other information relating to the Property that Purchaser may reasonably request.



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

The site is a vacant lot at 352 Woodside Avenue which consists of south half of Lot 19, all of lot 20, and the north half of Lot 21, of Block 3 amended plat of the Park City Survey. The property owner requests to combine her property into one (1) lot of record. The lot has never been built on. The entire site contains a total area of 3,757.5 square feet or .09 acres.

Respectfully:

Makena Hawley, Planner I

City Council Staff Report

Subject: 352 Woodside Avenue
Author: Tippe Morlan, Planner II
Project Number: PL-17-03546
Date: July 13, 2017
Type of Item: Legislative – Plat Amendment

Summary Recommendations

Staff recommends the City Council hold a public hearing for the 352 Woodside Avenue Plat Amendment located at the same address and approving the requested application based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: Tomilee Tilley Gill, represented by John Shirley, Architect
Location: 352 Woodside Avenue
Zoning: Historic Residential-1 (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action.

Executive Summary/Proposal

The site is a vacant lot at 352 Woodside Avenue which consists of south half of Lot 19, all of lot 20, and the north half of Lot 21, of Block 3 amended plat of the Park City Survey. The property owner requests to combine her property into one (1) lot of record. The lot has never been built on. The entire site contains a total area of 3,757.5 square feet or .09 acres.

Background

On April 28, 2017, the City received a Plat Amendment application for the Gill Subdivision Plat Amendment; the application was deemed complete on May 4, 2016. The property is located at 352 Woodside Avenue. The property is in the Historic Residential (HR-1) District. The subject property consists of south half of Lot 19, all of Lot 20, and the north half of Lot 21, of Block 3 amended plat of the Park City Survey.

The applicant desires to unify the property into one lot of record to ultimately construct a new single family residence. The applicant has submitted an HDDR application for a new proposed structure as well as a Steep Slope Conditional Use Permit, which is also anticipated to be reviewed at this meeting.

The applicant has submitted the following applications including: a Historic District Design Review (Complete application date: April 5, 2017) and a Steep Slope Conditional Use Permit (Complete Application date: April 17, 2017). The HDDR is still under review. The SSCUP will be reviewed by the Planning Commission once the

HDDR is ready for approval. In addition, the future of the HDDR will include the applicant proposing a request to the Planning Commission for a Height Exception for a garage on a downhill lot.

On June 14, 2017, the Planning Commission reviewed the requested application and held a public hearing. The Commission forwarded a positive recommendation to the City Council; the vote was unanimous (6-0). See Exhibit F – June 14, 2017 Planning Commission Meeting Minutes.

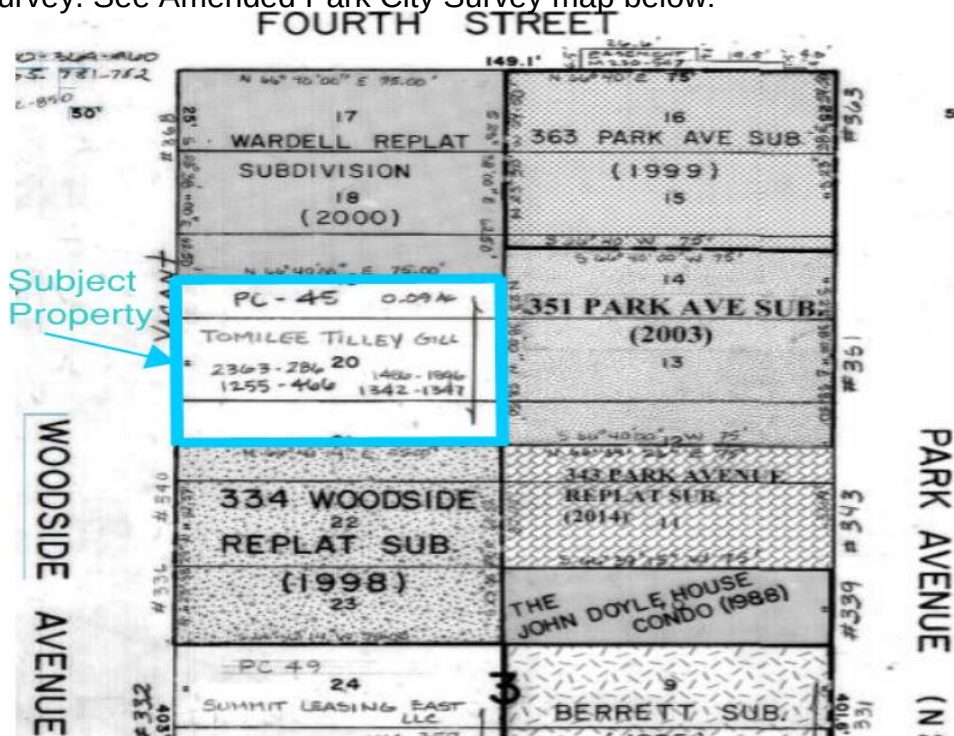
Purpose

The purpose of the HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The proposed Plat Amendment creates one (1) lot of record from the existing three (3) portions of lots. The Plat Amendment removes two (2) interior lot lines going through the property. The proposed Plat Amendment combines the property into one (1) lot measuring 3,757.5 square feet (.09 acres). The site contains one (1) whole Old Town lot, identified as Lot 20 of Block 3, amended plat of the Park City Survey and two (2) half portions of old town lots, identified as Lot 19 and Lot 21 of Block 3, amended plat of the Park City Survey. See Amended Park City Survey map below:



A single-family dwelling is an allowed use in the HR-1 District. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lot meets the minimum lot area for a single-family dwelling as well as a duplex which would be a conditional use in the HR-1 District. The proposed lot width is 50.13 feet. The minimum lot width required in the HR-1 District is twenty-five feet (25'); the proposed lot meets the minimum lot width requirement. The following table shows applicable Land Management Code (LMC) development parameters in the HR-1 District:

Required	Permitted	Proposed
Lot size	1,875 square feet minimum	3,757.5 SF Complies
Allowed Footprint	1,521.14 SF	1,519 square feet, maximum. Complies
Front/rear yard setbacks	10 feet front and rear yard	10 feet each, for total of 20 feet Complies
Side yard setbacks	5 feet minimum and 14 feet total	5 feet on the south side, 9 feet on the north side. Complies

Any new construction will be required to comply with all regulations in the HR-1 zone and the Historic District Design Guidelines.

The City Engineer requires a ten foot (10') public snow storage easement along the front of Woodside Avenue as noted on the plat. A 5 foot wide utility easement may be required along Woodside Avenue if the existing storm drain is found to be crossing the property.

The Building Department is requiring Condition of Approval #3 to provide modified 13-D sprinklers for new construction by the Chief Building Official at the time of review of the building permit submittal.

Good Cause

Staff finds good cause for this Plat Amendment as the interior lot lines running through the lot will be removed, creating one full lot of record. Public snow storage and utility easements are provided on the lots. Combining the Lots will allow the property owner to move forward with the proposed single family dwelling construction on her lot.

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 §15-1-18.

Department Review

This project has gone through an interdepartmental review. There were no issues raised by any of the departments or service providers regarding this proposal that have not been addressed by the conditions of approval.

Notice

On May 26, 2017 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on May 27, 2017 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Gill Subdivision Plat Amendment as conditioned or amended; or
- The City Council may deny the Gill Subdivision Plat Amendment and direct staff to make findings for this decision; or
- The City Council may continue the discussion on the 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 recommended action

Consequences of not taking the Planning Department's recommendation are that the Site would remain vacant. The site would continue to consist of one full Old Town lot and two half Old Town lots.

Summary Recommendation

Staff recommends the City Council hold a public hearing for the Gill Subdivision Plat Amendment located 352 Woodside Avenue and consider approving the requested application 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 (Attachment 1)
- Exhibit B – Survey with Existing Conditions
- Exhibit C – Amended Park City Survey Map
- Exhibit D – Aerial Photograph
- Exhibit E– Site Photographs

Exhibit F – June 14, 2017 Planning Commission Minutes

Exhibit A – Draft Ordinance

Ordinance No. 2017-35

AN ORDINANCE APPROVING THE GILL SUBDIVISION PLAT AMENDMENT
LOCATED AT 352 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 352 Woodside Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on May 27, 2017, the property was properly noticed and posted in the Park Record; and

WHEREAS, on May 26, 2017, proper legal notice was sent to all affected property owners and the property was posted according the requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on June 14, 2017, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on June 14, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 13, 2017 the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Gill Subdivision Plat Amendment.

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

SECTION 1. APPROVAL. The Gill Subdivision 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 352 Woodside Avenue.
2. The property is in the Historic Residential (HR-1) District.

3. The subject property consists of south half of Lot 19, all of Lot 20, and the north half of Lot 21, of Block 3 amended plat of the Park City Survey. The proposed plat amendment creates one (1) lot of record.
4. The Plat Amendment removes two (2) lot lines going through the vacant property.
5. The proposed Plat Amendment combines the property into one (1) lot measuring 3,757.5 square feet or .09 acres.
6. A single-family dwelling is an allowed use in the District.
7. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lots meet the minimum lot area for single-family dwellings as well as for a duplex which is a conditional use in the HR-1 District.
8. The proposed lot width is width is 50.1 feet along Woodside Avenue.
9. The minimum lot width required is twenty-five feet (25'). The proposed lot meets the minimum lot width requirement.
10. The maximum building footprint allowed based on proposed lot size of 3,757.5 square feet is 1,521.14 square feet. The proposed house equates to a footprint of approximately 1,519 square feet.
11. The minimum front/rear yard setbacks are ten feet (10'); the minimum total front/rear yard setbacks are twenty feet (20'). The existing house has a front yard setback of 10 feet and a 10 foot rear yard setback.
12. The minimum side yard setbacks are five feet (5'); the south side yard setback is proposed to meet at 5 feet and 9 feet on the north side yard.
13. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

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 lot combinations.
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 Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A ten foot (10') wide public snow storage easement along the Woodside Avenue frontage shall be provided.
4. Modified 13-D sprinklers are 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. New construction shall comply with Land Management Code Section 15-2.2 regarding setbacks, building height, building envelope, building footprint, etc. and Design Guidelines for Historic Districts and Sites.

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

PASSED AND ADOPTED this 13th day of July 2017.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

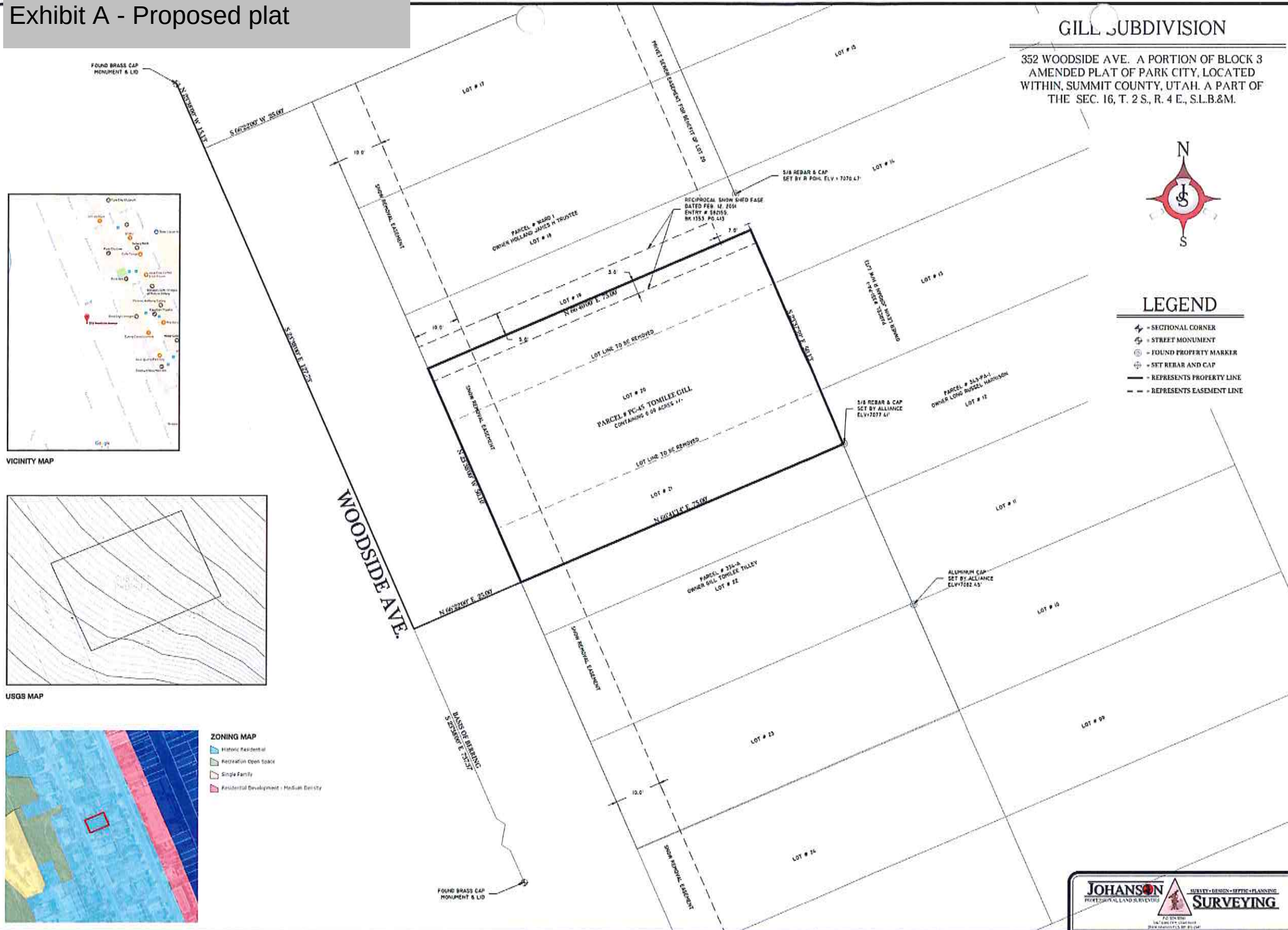
City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

Exhibit A - Proposed plat



SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Land Surveyor, and that I hold certificate No. 7075114, 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 below, hereafter to be known as GILL SUBDIVISION, and that same has been surveyed and shown on this plat. This survey was performed within the ascendance of the minimum accuracy of an urban survey, Class "A", or a linear closure of 1:15,000.

The purpose of this survey is to locate the boundaries of the described lots and to combine these lots into one single lot, for the eventual purpose of constructing and building future development.

LEGAL DESCRIPTION

The South half of Lot 15, All of Lot 20, And the North half of Lot 21, Block 3, Amended plat of Park City Survey, According to the official plat thereof, On file with and recorded in the office of the Summit County Recorder. More particularly now described as follows:

Beginning at a point that is located South 23°38'00" East 127.73 feet along a Street Center monument Line of Woodside Ave; thence North 66°22'00" East 25.00 feet to the Westerly R.O.W. Of Woodside Ave, from then existing monument located in the center of Woodside Ave and 4th Street;

Thence North 23°37'59" West, 50.13 feet; North 66°40'00" East, 75.00 feet; Thence South 23°38'00" East, 50.10 feet; Thence South 66°41'19" West 75.00 feet to the point of beginning. Containing 3,758 square feet, more or less.

OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner(s) of the above described tract of land to be hereafter known as

GILL SUBDIVISION

do hereby certify that we have caused this plat to be prepared
In witness whereof _____ have hereunto set this _____ day of _____
A.D., 20____.

Gill Tomilee Tiley

ACKNOWLEDGMENT

STATE OF UTAH | S.S.
County of SUMMIT

On the _____ day of _____ A.D., 20____, personally appeared before me
Gill Tomilee Tiley, who being by me duly sworn did say he is the owner of Sorensen Plat Amendment, and that the within and foregoing instrument was signed voluntarily for the uses and purposes herein mentioned.

My commission expires: _____
Notary Public

residing in: _____

RECEIVED
APR 28 2017
PARK CITY
PLANNING DEPT.

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

PARK CITY PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 11th DAY OF NOVEMBER, 2015. BY _____ date _____ Chairman	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL ON THIS 3rd DAY OF DECEMBER 2015. BY _____ PARK CITY RECORDER	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 20____. BY _____ S.B.W.R.D.	ENGINEERS CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE ON THIS _____ DAY OF _____, 20____. BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 20____. _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THIS 3rd DAY OF DECEMBER, 2015. _____ PARK CITY MAYOR	COUNTY RECORDER# State of Utah, County of Summit, recorded and filed at the request of _____ Date _____ Time _____ Book _____ Page _____ Fee \$ _____ County Recorder _____	NUMBER _____ ACCOUNT _____ SHEET 1 OF 1 SHEETS
--	--	---	--	--	---	---	---



ADDRESS	ROOF HEIGHT	MAIN FLOOR	DIFFERENCE
330	7136.71		
332	7128.9		
336	7129.31	7110.53	18.78
340	7127.29	7108.34	18.95
368	7118.57	7089.83	28.74
402	7095.68	7084.74	10.94
408	7102.68	7085.74	16.94
424	7100.76		
426	7103.41		

DRG TITLE

TOPOGRAPHIC & RECORD OF SURVEY

CLIENT CONTACT

TOMILEE GILL
(435) 640-8745

352 WOODSIDE AVE. LOCATED WITHIN, SUMMIT COUNTY, UTAH. A PART OF THE SEC. 16, T. 2 S., R. 4 E., S.L.B.&M.

PROPERTY DESCRIPTION

The South half of Lot 19, All of Lot 20, And the North half of Lot 21, Block 3, Amended plat of Park City Survey, According to the official plat thereof, On file with and recorded in the office of the Summit County Recorder.
Containing 0.09 Acres +/-

TOPOGRAPHICAL SURVEY NOTES

This Survey was performed at the request of Tomilee Gill For the purpose to locate contours and elevations of the ground in relationship to the intended positioning of this lot. Also for the possible purpose of lot sales, future building and landscaping.
Shown are Two foot Contours Highlighted at Ten foot Intervals as labeled. Found rebar (possibly original staking) and monumentation have been used, utilized and shown on this survey. The elevation base is determined by the field GPS, Projection Based on Utah North NAD 1983 Projection then rounded off to the nearest 10 foot mark for a more efficient Bench Mark base. The project bench mark is 7105.00' - Center of storm drain man hole located on Woodside Ave. at the frontage of this lot as shown.

SURVEYOR'S NARRATIVE

This survey was performed at the request of Tomilee Gill. For the purpose to locate property lines in relation to existing fencing, and other improvements, also for the possible purpose of future building, landscaping, or property sales.
The basis of bearing was derived from the found street monuments along Woodside Avenue, and utilized on this survey as S23°38'00"E as shown on S.L.C. A.I.R.P.

NOTE:

1. Surveyor has made no investigation or independent search for encumbrances of record, encumbrances restrictive covenants ownership title evidence, or any other facts, conflicts, or discrepancies which may be disclosed by the details of a current title insurance policy.
2. See city and county planning, and zoning maps for information regarding setback, side yard, and rear yard instances as well as other building, use restrictions, and requirements.
3. Utility pipes, wires etc. may not be shown on this map, contractors builders and excavators shall verify the location of all existing utilities prior to construction, and/or excavation. Contact blue stakes and refer to utility maps for additional information.

SURVEYOR'S CERTIFICATE

I, R. Shane Johanson, do hereby certify that I am a Professional Land Surveyor, holding certificate No. 707514, as prescribed under the laws of the State of Utah, and that I have made a survey of the described tract of land as shown on this plat and that this survey retraces lot lines and may have adjusted said lot lines to coincide with found evidence and other interpolations based from ground measurements and found records. Furthermore I recognize that other unwritten rights of ownership or lines of possession may exist, I do not imply to certify any of those rights, unless agreed upon by the appropriate parties.

REVISIONS:

REV #	DESCRIPTION	DATE

JOHANSON
PROFESSIONAL LAND SURVEYORS

RECEIVED

APR 28 2017

PARK CITY PLANNING DEPT.

STAMP

STATE OF UTAH
707514
R. SHANE JOHANSON
PROFESSIONAL LAND SURVEYOR

PROJECT NO.

S-16-089

DATE:

8-5-2016 REV. UPDATE 4-26-2017

DRAWN BY:

SHANE R. JOHANSON P.L.S.

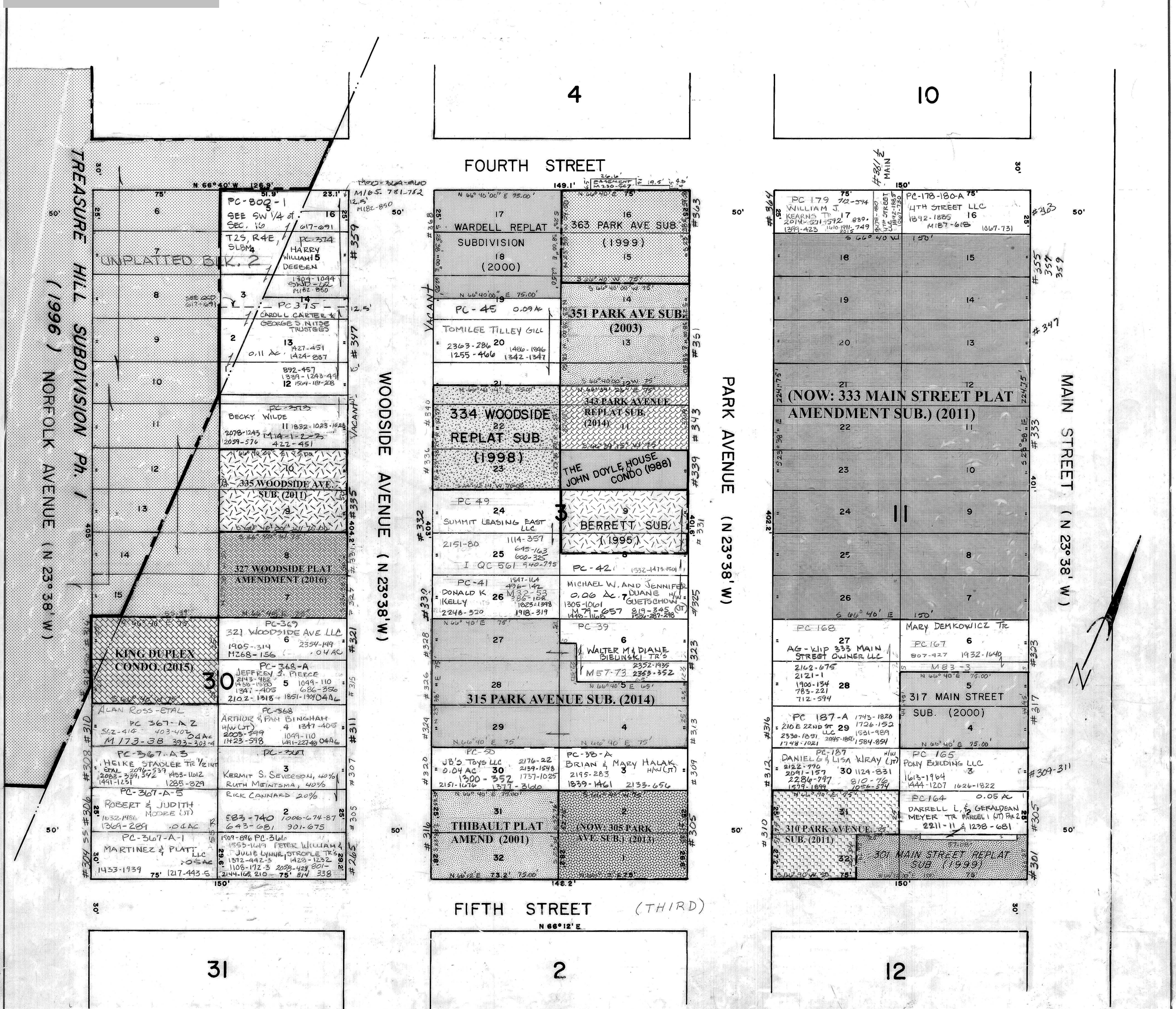
CHECKED BY:

SHANE R. JOHANSON P.L.S.

SHEET NUMBER

SHEET-001

PARK CITY - BLOCKS 3, 11, 30 SECTION 16, T2S, R4E, SLB & M

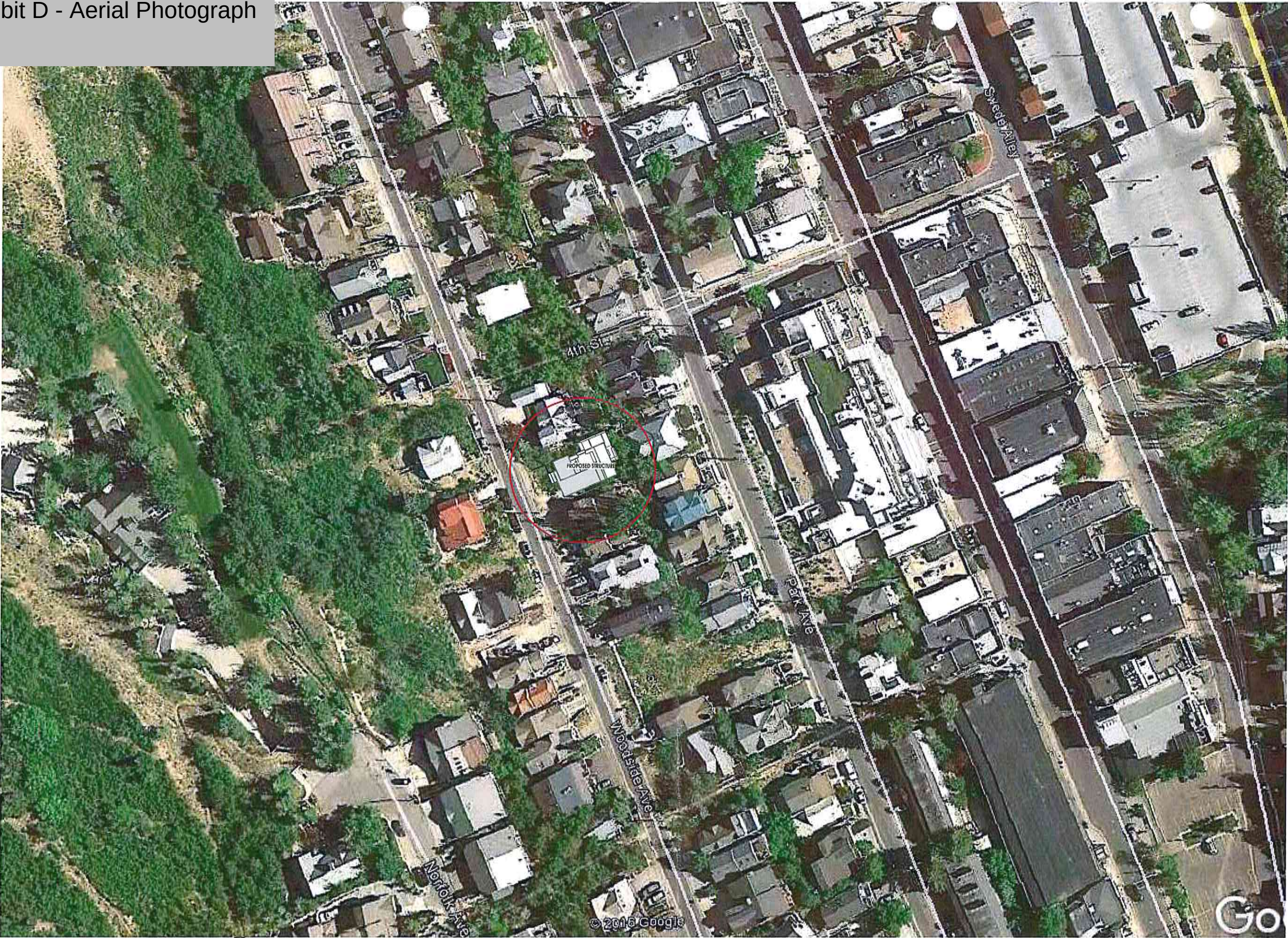


Approved		REVISIONS - DATE AND INITIAL		(In Pencil)	
Utah State Tax Comm	Date	By	15-79-170		
Engineering Associates Inc.					

SUMMIT COUNTY, UTAH

SCALE		
ONE INCH	40 FEET	
BOOK	PAGE	

Exhibit D - Aerial Photograph



SITE PLAN AERIAL
1" = 40' 0"

1
SP104



Think
Architecture

Architecture
Interior Design
Landscape Architecture
Land Planning
Construction Management

5151 South 900 East, Suite 200
Salt Lake City, UT 84117
ph. 801.269.0055
fax. 801.269.1425
www.thinkpkcc.com

The design shown and described herein, including all technical drawings, graphic representations, and model thereof, are preliminary & cannot be copied, duplicated, or commercially exploited in whole or in part without the prior and express written permission of the architect. The architect reserves the right to make changes and modifications to the design and drawings at any time without notice and without liability. The architect's responsibility is limited to the design and construction of the building and does not extend to the design and construction of the site, including but not limited to, grading, drainage, and other site work. The architect's responsibility is limited to the design and construction of the building and does not extend to the design and construction of the site, including but not limited to, grading, drainage, and other site work.

TOMILEE GILL
RESIDENCE
352 WOODSIDE AVE
PARK CITY, UTAH

PLAT REVIEW 2016.04.28

PROJECT NO. 16098
DATE: SEPT 2016

REVISIONS

APR 28 2017

PARK CITY
PLANNING DEPT.

SHEET TITLE:
AERIAL PHOTO

SHEET NUMBER:

SP104



1. NEIGHBORING HOME TO THE NORTH OF SUBJECT PROPERTY



2. NEIGHBORING HOME DIRECTLY TO THE NORTH OF SUBJECT PROPERTY



3. LOOKING NORTH EAST FROM THE SOUTH WEST STREET



4. LOOKING SOUTH EAST FROM NORTH EAST STREET FACE



5. NEIGHBORING HOME DIRECTLY TO THE SOUTH OF SUBJECT PROPERTY



6. SECOND HOUSE TO THE SOUTH OF SUBJECT PROPERTY



7. EXST HOME SOUTH/EAST OF PROPERTY



8. EXST HOMES EAST OF PROPERTY



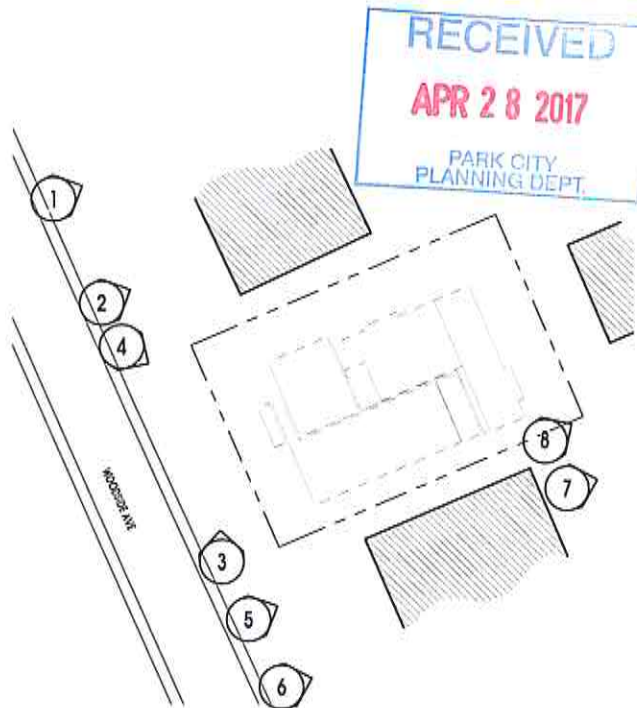
Think
Architecture

Architecture
Interior Design
Landscape Architecture
Land Planning
Construction Management

5151 South 900 East, Suite 200
Salt Lake City, UT 84117
ph: 801.269.0055
fax: 801.269.1425
www.thinkaac.com

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and other personnel other than those with
the right.

TOMILEE GILL
RESIDENCE
352 WOODSIDE AVE
PARK CITY, UTAH



PLAT REVIEW 2016.04.28

PROJECT NO. 16098
DATE: SEPT 2016
REVISIONS:

SHEET TITLE:
EXISTING SITE PHOTOS

SHEET NUMBER:
SP105

Exhibit F: June 14, 2017 Planning Commission Meeting Minutes

Planning Commission Meeting
June 14, 2017
Page 61

7. New construction must comply with all flood plain regulations per the City Engineer.
8. New construction shall comply with all requirements outlined in the property's recorded façade preservation easement.

4. **1302 Norfolk Avenue – Appeal of the Community Development Director's Determination to deny a demolition permit for a house being reviewed for designation to the Historic Sites Inventory. (Application PL-17-03487)**

Director Erickson reported that the property owner had made an application to the State Property Ombudsman's Office for an opinion. For that reason, the Staff recommended a continuance to a date uncertain. Director Erickson remarked that the Staff was willing to review the Ombudsman's opinion when it is received.

Jodi Hoffman, legal counsel representing the applicant, confirmed that an application had been made to the State Property Ombudsman and the applicant was requesting a continuance.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

MOTION: Commissioner Band moved to CONTINUE 1302 Norfolk Avenue – Appeal of the Community Development Determination to deny a demolition permit for a house being reviewed for designation to the Historic Sites Inventory, to a date uncertain. Commissioner Joyce seconded the motion.

VOTE: The motion passed unanimously.

5. **352 Woodside Avenue- Request for a Plat amendment proposing to combine the south half of Lot 19, all of lot 20, and the north half of Lot 21, of Block 3 amended plat of the Park City Survey into one lot of record. (Application PL-17-03546)**

Planner Makena Hawley reviewed the application for a plat amendment at 352 Woodside Avenue for a vacant site consisting of two half lots and one full lot. The applicant will be required to come back to the Planning Commission for a Steep Slope

CUP and a building height exception per the LMC for a request in the HDDR. Planner Hawley stated that the HDDR is in process but it has not been completed.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council for 352 Woodside Avenue plat amendment based on the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft ordinance. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 352 Woodside Avenue

1. The property is located at 352 Woodside Avenue.
2. The property is in the Historic Residential (HR-1) District.
3. The subject property consists of south half of Lot 19, all of Lot 20, and the north half of Lot 21, of Block 3 amended plat of the Park City Survey. The proposed plat amendment creates one (1) lot of record.
4. The Plat Amendment removes two (2) lot lines going through the vacant property.
5. The proposed Plat Amendment combines the property into one (1) lot measuring 3,757.5 square feet or .09 acres.
6. A single-family dwelling is an allowed use in the District.
7. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lots meet the minimum lot area for single-family dwellings as well as for a duplex which is a conditional use in the HR-1 District.
8. The proposed lot width is width is 50.1 feet along Woodside Avenue.
9. The minimum lot width required is twenty-five feet (25'). The proposed lot meets the minimum lot width requirement.

10. The maximum building footprint allowed based on proposed lot size of 3,757.5 square feet is 1,521.14 square feet. The proposed house equates to a footprint of approximately 1,519 square feet.

11. The minimum front/rear yard setbacks are ten feet (10'); the minimum total front/rear yard setbacks are twenty feet (20'). The existing house has a front yard setback of 10 feet and a 10 foot rear yard setback.

12. The minimum side yard setbacks are five feet (5'); the south side yard setback is proposed to meet at 5 feet and 9 feet on the north side yard.

13. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – 352 Woodside Avenue

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 lot combinations.
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 – 352 Woodside Avenue

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A ten foot (10') wide public snow storage easement along the Woodside Avenue frontage shall be provided.
4. Modified 13-D sprinklers are 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. New construction shall comply with Land Management Code Section 15-2.2 regarding setbacks, building height, building envelope, building footprint, etc. and Design Guidelines for Historic Districts and Sites.

The Park City Planning Commission Meeting adjourned at 9:00 p.m.

Approved by Planning Commission: _____



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

The site known as 442/444 Main Street consists of all of Lot 12, Block 23, Amended Plat of the Park City Survey, and two (2) metes and bounds parcels to the east that fall within the Millsite Reservation, according to the Summit County Recorder's Office. The applicant owns all three (3) parcels and requests to combine them into one (1) legal lot of record that will remove all interior lot lines.

Respectfully:

Ashley Scarff,

City Council Staff Report



Subject: FAB Main Street Plat Amendment
Author: Ashley Scarff, Planning Technician
Date: July 13, 2017
Type of Item: Legislative – Plat Amendment

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the City Council holds a public hearing and considers approving the FAB Main Street Plat Amendment located at 442/444 Main Street based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Project Number:	PL-16-03396
Applicant:	Frank Andrew Building, L.C., represented by JF Lanvers
Location:	442/444 Main Street
Zoning:	Historic Commercial Business (HCB) District
Adjacent Land Uses:	U.S. Post Office to the north; Main Street commercial uses to the west and south; Bob Wells Plaza/China Bridge structure to the east
Reason for Review:	Plat Amendments require Planning Commission review and City Council review and action.

Proposal

The site known as 442/444 Main Street consists of all of Lot 12, Block 23, Amended Plat of the Park City Survey, and two (2) metes and bounds parcels to the east that fall within the Millsite Reservation, according to the Summit County Recorder's Office. The applicant owns all three (3) parcels and requests to combine them into one (1) legal lot of record that will remove all interior lot lines.

Background

On December 9, 2016, the City received a Plat Amendment application for the FAB Main Street Plat Amendment located at 442/444 Main Street—the application was deemed complete on December 20, 2016. The property is located within the Historic Commercial Business (HCB) District, and consists of all of Lot 12, Block 23, Amended Plat of the Park City Survey (Tax Serial #PC-297), as well as two (2) metes and bounds parcels to the east that fall within the Millsite Reservation (Tax Serial #PC-299 and #PC-304-C).

The site currently contains a historic commercial building (Frank Andrew Building- FAB) constructed c. 1898 that fronts Main Street and is listed on the City's Historic Sites Inventory as a Significant structure. A non-historic rear addition was constructed in 1989, and the owner wishes to construct another addition onto the rear of the structure,

within the metes and bounds parcel that fronts Swede Alley. This plat amendment is required to combine all lots into a legal lot of record to allow for further development.

The existing structure consumes the majority of the two (2) lots closest to Main Street, and is oriented in a way that results in encroachment of the building onto both adjacent lots to the north and south (450 Main and 440 Main). At the northwest corner of the lot, approximately 4.34 square feet of the historic structure encroaches onto 450 Main, which is the U.S. Post Office—the encroachment has been deemed diminimus (e.g. so minor that staff will not require an encroachment agreement with the property owner) by the Planning Director. On its south side, approximately 76.30 square feet of the structure (both historic and non-historic portions) encroaches onto 440 Main (Bandit's Grill), with the significance of the encroachment increasing as you move toward the rear of the lot. The owner of 442/444 Main has recorded an encroachment agreement with the owner of 440 Main (Exhibit E), but staff finds that the language needs to be revised to eliminate language referencing new construction over lot lines prior to recordation of the plat amendment. New construction will not be permitted over property lines. The HCB District allows a zero setback to property lines.

When reviewing this plat amendment application, staff found a Quit Claim Deed document recorded October 5, 1994 (Exhibit F) that facilitated a transfer of ownership of the smallest metes and bounds parcel adjacent to Swede Alley from Park City Municipal to the owner of 442/444 Main Street, but the City retained a public utility easement over the parcel area. This plat amendment is not affected by the existing easement, but the proposed addition cannot be developed on parcel PC-304-C without Council first approving the vacation of the easement. The applicant is concurrently requesting (in a separate action) that Council considers vacating the public utility easement so that it will not be reflected on the amended plat and prevent development over that area.

Staff also found that a façade preservation easement was executed between a former property owner and the City and recorded on October 5, 1994—this easement perpetually runs with the land (Exhibit G).

Due to the age of the site, many maintenance-related building permits have been issued by the City over time. There have also been numerous Historic District Design Review (HDDR) pre-applications submitted to the Planning Department, and many have resulted in waiver letters approving minor projects that did not affect the structure. The current owner has submitted multiple HDDR pre-applications for a proposed addition on the Swede Alley side of the property, with the most recent being received on April 14, 2016. To move forward with the proposed addition, the applicant would need to submit a full HDDR application. A building permit for construction would not be issued until this plat amendment is recorded at Summit County.

On June 14, 2017, the Planning Commission forwarded a positive recommendation to City Council for approval of this plat amendment. There was a quorum of six (6) members.

At the June 29, 2017 City Council meeting, Staff continued the item to the July 13th Council meeting for timing purposes.

District Purpose

The purpose of the HCB District is to:

- A. preserve the cultural heritage of the City's original Business, governmental and residential center,
- B. allow the Use of land for retail, commercial, residential, recreational, and institutional purposes to enhance and foster the economic and cultural vitality of the City,
- C. facilitate the continuation of the visual character, scale, and Streetscape of the original Park City Historical District,
- D. encourage the preservation of Historic Structures within the district,
- E. encourage pedestrian-oriented, pedestrian-scale Development,
- F. minimize the impacts of new Development on parking constraints of Old Town,
- G. minimize the impacts of commercial Uses and business activities including parking, Access, deliveries, service, mechanical equipment, and traffic, on surrounding residential neighborhoods,
- H. minimize visual impacts of automobiles and parking on Historic Buildings and Streetscapes, and
- I. support Development on Swede Alley which maintains existing parking and service/delivery operations while providing Areas for public plazas and spaces.
- J. maintain and enhance the long term viability of the downtown core as a destination for residents and tourists by ensuring a Business mix that encourages a high level of vitality, public Access, vibrancy, activity, and public/resort-related attractions.

Analysis

The proposed plat amendment combines one (1) lot and two (2) metes and bounds parcels to create one (1) lot of record consisting of 3,125 sf. This will eliminate the two (2) existing interior lot lines, one of which currently lies under the existing structure. The HCB has a minimum lot size of 1,250 sf, with a minimum lot width of 25 feet and a minimum lot depth of 50 feet. The proposed lot will greatly exceed the minimum lot size requirements with a width of 25 feet and depth of 125 feet (double frontage lot).

The current allowed uses of the building (restaurant and art gallery) are not proposed to change with the addition—the owner simply wishes to capitalize on his entire property area by incorporating the undeveloped 25' x 10' metes and bounds parcel to the east. The HCB District has no minimum required front, rear, or side yard setback areas, but as described above, the existing building encroaches onto adjacent lots to the north and south, and a revised encroachment agreement with 440 Main Street is a condition of this approval. All new construction shall be contained entirely within the lot boundary, and will be subject to all applicable development parameters found in LMC §15-2.6, as well as the Historic District Design Guidelines.

The parcel falls within FEMA flood zone A. The lowest occupied floor of the addition and any mechanical equipment located in the addition must be at or above the base flood elevation (BFE). An elevation certificate will be required to verify the elevation of the lowest occupied floor.

The property is not located within the soils ordinance boundary. In the event that mine wastes or impacts are encountered, the applicant is responsible for handling the material properly.

Good Cause

Planning Staff finds there is good cause for this plat amendment. Combining the parcels will allow the property owner to construct a minor addition onto the existing structure, and will create one (1) legal lot of record out of the existing three (3) parcels, all of which he owns. The plat amendment will also utilize best planning and design practices while preserving the character of the neighborhood and of Park City, while furthering the health, safety, and welfare of the Park City community.

Staff finds that the plat will not cause undue harm to adjacent property owners and all future development will be reviewed for compliance with requisite Building and Land Management Codes, as well as applicable Historic District Design Guidelines requirements.

Department Review

This project has gone through an interdepartmental review. All issues have been addressed through separate action or conditions of approval.

Notice

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements of the LMC on May 31, 2017. Legal notice was also published in the Park Record on May 27th, and on the public notice website in accordance with the requirements of the LMC.

The original noticing was for the Planning Commission meeting on June 14, 2017, which noted an anticipated Council date of June 29, 2017. This item was continued on the June 29, 2017 Council agenda until July 13, 2017.

Public Input

Staff has not received public input on this application at the time of this report. Public input may be taken at the regularly scheduled City Council public hearing.

Process

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

Alternatives

- The City Council may approve the FAB Main Street Plat Amendment as conditioned or amended; or

- The City Council may deny the FAB Main Street Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain and provide staff with direction to provide additional information necessary in order to make a final decision on this item.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The proposed plat amendment would not be recorded and the existing one (1) lot and two (2) metes and bounds parcels would remain as-is. The property owner would not be able to construct a new addition onto the existing structure, so the building would also remain as-is.

Recommendation

Staff recommends that the City Council holds a public hearing and considers approving the FAB Main Street Plat Amendment located at 442/444 Main Street 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 Replat Attached
- Exhibit B – Survey of Existing Conditions
- Exhibit C – Current Plat
- Exhibit D – Aerial Photo/Site Photos
- Exhibit E – Encroachment Agreement with 440 Main Street
- Exhibit F – Quit Claim Deed
- Exhibit G – Façade Preservation Easement

Ordinance No. 2017-36

AN ORDINANCE APPROVING THE FAB MAIN STREET PLAT AMENDMENT LOCATED AT 442/444 MAIN STREET, PARK CITY, UTAH.

WHEREAS, the owner(s) of the property located at 442/444 Main Street have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on May 31, 2017, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on May 31, 2017, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on June 14, 2017, to receive input on the plat amendment; and

WHEREAS, the Planning Commission, on June 14, 2017, forwarded a recommendation to the City Council; and,

WHEREAS, on June 29, 2017, the City Council held a public hearing and continued the item; and,

WHEREAS, on July 13, 2017, the City Council held a public hearing to receive input on the plat amendment; and

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

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

SECTION 1. APPROVAL. The FAB Main Street Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 442/444 Main Street.
2. The subject property consists of all of Lot 12, Block 23, Amended Plat of the Park City Survey, and two (2) metes and bounds parcels to the east that fall within the Millsite Reservation.
3. The property is located within the Historic Commercial Business (HCB) District.
4. The proposed plat amendment combines the three (3) existing parcels into one (1) lot of record, removing two (2) interior lot lines.

5. The site contains a historic commercial structure listed on Park City's Historic Sites Inventory (HSI) and designated as Significant, which has a non-historic rear addition that was constructed in 1989.
6. The existing structure is oriented in a way that results in a 4.34 square foot encroachment onto 450 Main Street to the north, and a 76.30 square foot encroachment onto 440 Main Street to the south. The Planning Director has determined that the 4.34 square foot encroachment onto 450 Main Street is de minimus and will not require an encroachment agreement with that property owner.
7. The HCB District has no minimum required front, rear, or side yard setback areas. All future development will be entirely contained within the property boundary.
8. The HCB District has a minimum lot size of 1,250 square feet. The proposed lot exceeds the minimum lot size requirement at 3,125 square feet.
9. The required minimum lot width is 25 feet. The proposed lot has a width of 25 feet, meeting this requirement.
10. The required minimum lot depth is 50 feet. The proposed lot has double-frontage, thus, exceeds the minimum lot depth requirement at 125 feet.
11. A Quit Claim Deed document was recorded at Summit County on October 5, 1994, which transferred the ownership of the easternmost metes and bounds parcel (PC-304-C) from Park City Municipal to the owner of 442/444 Main Street. The City retained a public utility easement over the entire parcel area.
12. A façade preservation easement was executed between a former property owner and the City and recorded on October 5, 1994—this easement perpetually runs with the land.
13. Most recently, the current property owner submitted a Historic District Design Review (HDDR) pre-application on April 14, 2016, to evaluate the feasibility of constructing a new addition on the Swede Alley site of the proposed lot.
14. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.
15. The property is located in a FEMA flood zone A.

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 lot combinations.
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 Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this

approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. The property owner shall revise the recorded encroachment agreement with 440 Main Street to eliminate reference to new construction over property lines prior to recordation of this plat amendment.
4. New construction shall comply with all applicable parameters of Land Management Code §15-2.6 regarding floor area ratio, maximum building volume and height, architectural review, Swede Alley development criteria, parking regulations, etc.
5. New construction shall not occur within parcel PC-304-C unless Park City Council approves the vacation of the public utility easement that exists within it.
6. Modified 13-D sprinklers will 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.
7. New construction must comply with all flood plain regulations per the City Engineer.
8. New construction shall comply with all requirements outlined in the property's recorded façade preservation easement.

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

PASSED AND ADOPTED this 13th day of July, 2017.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

City Recorder

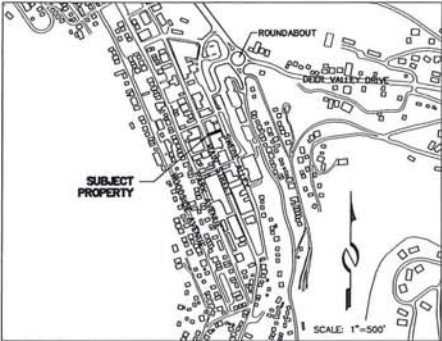
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Replat

Exhibit A, Attachment 1 - Replat

VICINITY MAP



SUBJECT PROPERTY



LOT 1
442,744.1 MAIN STREET
CONTAINS 3.125 SQ FT

SCALE: 1"=500'



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this plat amendment of the FAB MAIN STREET PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

PARCEL 1:
All of Lot 12, Block 23, Amended Plat of Park City Survey, according to the official plot thereof on file and of record in the Office of the Summit County Recorder.

PARCEL 2:
Beginning at the southeast corner of Lot 12, Block 23, Amended Plat of Park City Survey, and running thence North 66°34' East 40 feet; thence North 23°31' West 25 feet; thence South 66°34' West 40 feet; thence South 23°31' East 25 feet to the point of beginning.

PARCEL 3:
Beginning at a point North 66°34' East 40 feet from the southeast corner of Lot 12, Block 23, Park City Survey, and running thence North 66°34' East 10 feet; thence North 23°31' West 25 feet; thence South 66°34' West 10 feet; thence South 23°31' East along the easterly line of said Lot 12, 25 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that FRANK ANDREW BUILDING, L.C., a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as FAB MAIN STREET PLAT AMENDMENT, does hereby certify that it has caused this Plat Amendment to be prepared. FRANK ANDREW BUILDING, L.C., a Utah limited liability company, hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set his hand this ____ day of _____, 2017.

FRANK ANDREW BUILDING, L.C., a Utah limited liability company

J.F. Larvers, Managing Member

ACKNOWLEDGMENT

State of _____
County of _____

On this ____ day of _____, 2017, J.F. Larvers personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly affirmed, did say that he is a Managing Member of FRANK ANDREW BUILDING, L.C., a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the FAB MAIN STREET PLAT AMENDMENT.

A Notary Public commissioned in _____

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

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2017-_____.
- A Grant of Preservation of Easement, recorded October 5, 1994, as Entry No. 416368 affects the property.

NARRATIVE

Discrepancies between the bearings contained in the boundary descriptions of Parcels 2 and 3 and the bearings shown on this survey are the result of inconsistencies between bearings shown on the Amended Plat of Park City and the plat of Subdivision No. 1 of Millie Reservation, Park City. The bearing of the westerly line of Parcel 2 as described creates a gap between Parcel 2 and the easterly line of Lot 12 (Parcel 1). The bearing of Lot 12 for the boundary line of Parcels 2 and 3 preserves the intent of not creating a gap, and is supported by the Park City Millie survey extension, prepared for Park City Municipal Corporation by J.A. Johnson and Associates, dated October 8, 1982.

**A PARCEL COMBINATION PLAT
IN BLOCK 23, PARK CITY SURVEY**

FAB MAIN STREET PLAT AMENDMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED
DEC 09 2016
PARK CITY
PLANNING DEPT.

SHEET 1 OF 1

 (435) 940-9427 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 203 Main Street P.O. Box 2087 Park City, Utah 84060-2084	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2017 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2017 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ MAYOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER _____
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Exhibit B - Survey of Existing Conditions

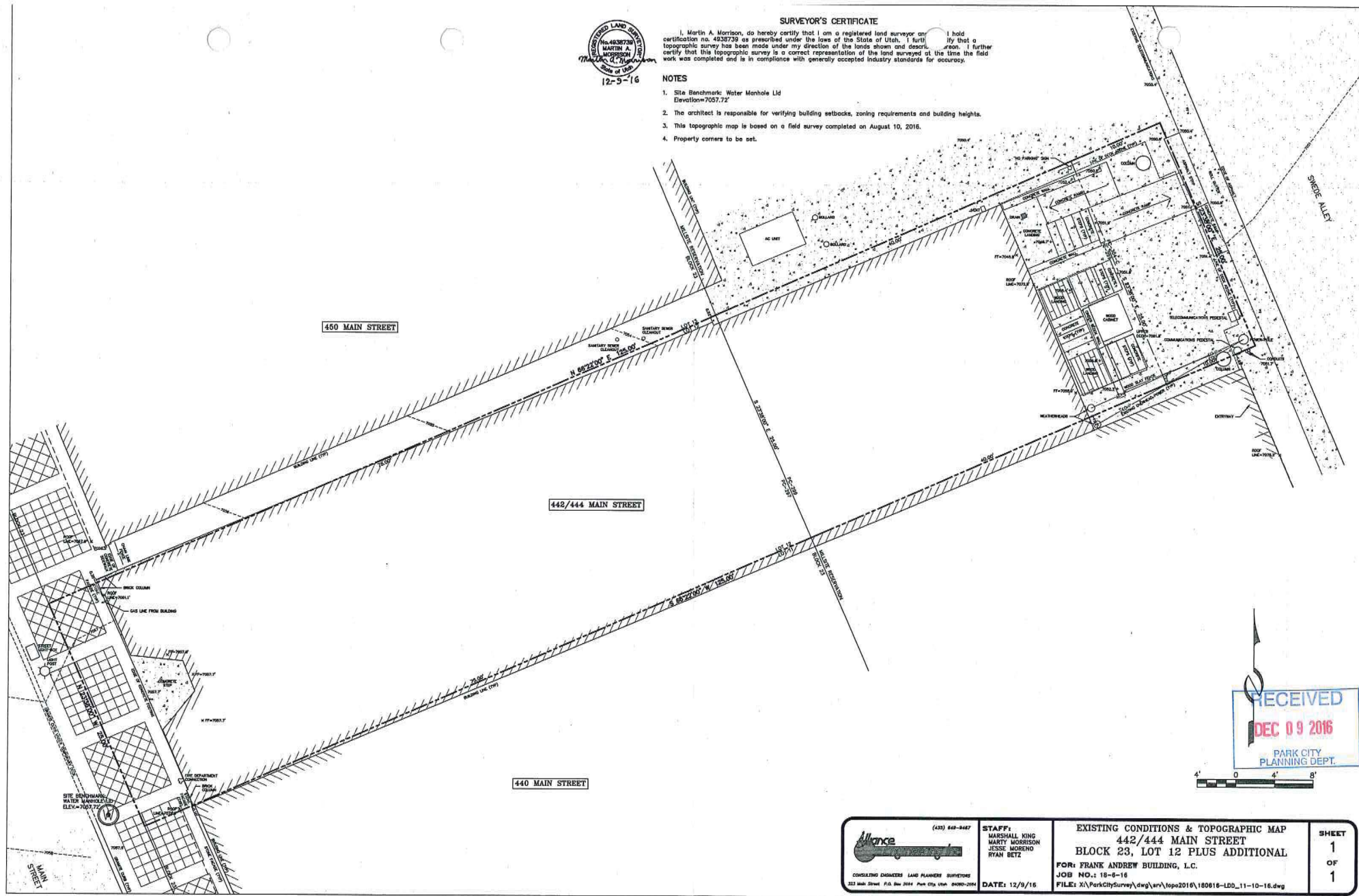
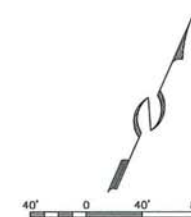
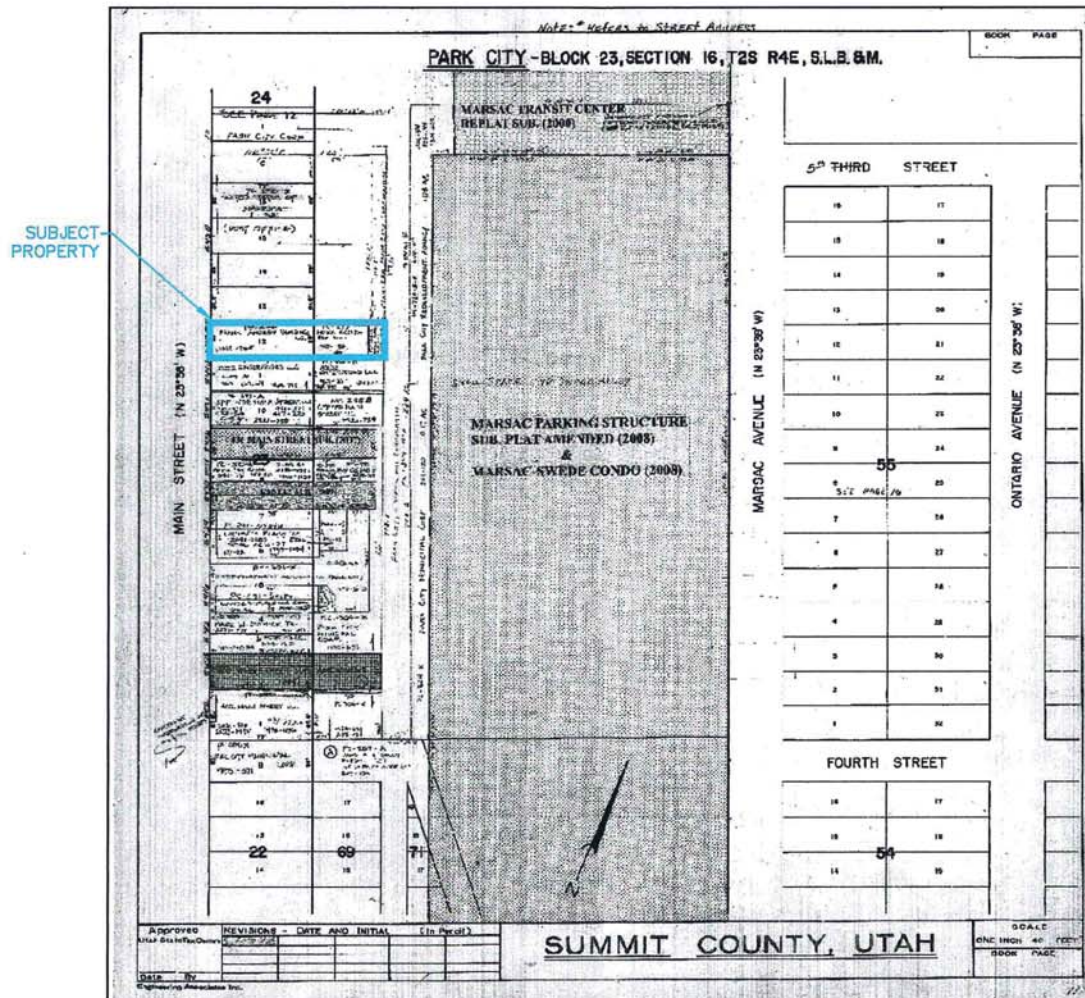


Exhibit C - Current Plat



RECEIVED
DEC 09 2016
PARK CITY
PLANNING DEPT.

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2024 Park City Utah 84302-2024	(435) 649-8487 STAFF: MARSHALL KING RYAN BETZ	OWNERSHIP PLAT 442/444 MAIN STREET BLOCK 23, LOT 12 + ADDITIONAL FOR: FRANK ANDREW BUILDING, L.C. JOB NO.: 18-6-16 FILE: X:\ParkCitySurvey\dwg\Exhibits\442-444 main street-ownership map.dwg	SHEET 1 OF 1

Exhibit D - Aerial Photo/Site Photos



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 122 Main Street P.O. Box 204 Park City, Utah 84060-204	(435) 649-9467	STAFF: MARSHALL KING JESSE MORENO RYAN BETZ	AERIAL PHOTOGRAPH 442/444 MAIN STREET BLOCK 23, LOT 12 + ADDITIONAL	SHEET 1 OF 1
			FOR: FRANK ANDREW BUILDING, L.C.	
			JOB NO.: 18-6-16	
	DATE: 12/1/16		FILE: X:\ParkCitySurvey\dwg\Exhibits\442-444 main street-ortho.dwg	



RECEIVED
DEC 09 2016
PARK CITY
PLANNING DEPT.

442/444 Main Street – looking east



442/444 Main Street – looking east



442/444 Main Street – looking southwest



442/444 Main Street – looking west

When Recorded, Return To:

Frank Andrew Building, L.C.
3036 Arabian Drive
Park City, UT 84060

01060848 B: 2390 P: 1534

Page 1 of 9

Mary Ann Trussell, Summit County Utah Recorder
12/27/2016 02:18:54 PM Fee \$30.00

By Coalition Title Agency, Inc.
Electronically Recorded

ENCROACHMENT AGREEMENT

442/444 Main Street, Park City, Utah & 440 Main Street, Park City, Utah

This Encroachment Agreement ("Agreement") is made by and between FRANK ANDREW BUILDING, L.C., a Utah limited liability company ("FAB"), and ROUSE ENTERPRISES, LLC, a Nevada limited liability company ("Rouse").

1. FAB is the owner of real property commonly known as 442/444 Main Street, Park City, Utah, and more particularly described as follows ("442/444 Main"):

Parcel 1:

All of LOT 12, BLOCK 23, AMENDED PLAT OF PARK CITY SURVEY, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

Parcel No. PC-297

Parcel 2:

Beginning at the Southeast Corner of Lot 12, Block 23, Amended Plat of Park City Survey, and running then North 66°34' East 40 feet; thence North 23°31' West 25 feet; thence South 66°34' West 40 feet; thence South 23°31' East feet to the point of beginning.

Parcel No. PC-299

Parcel 3:

Beginning at a point North 66°34' East 40 feet from the Southeast Corner of Lot 12, Block 23, Park City Survey, and running thence North 66°34' East 10 feet; thence North 23°31' West 25 feet; thence South 66°34' West 10 feet; thence South 23°31' East along the Easterly line of said Lot 12, 25 feet to the point of beginning.

Parcel No. PC-304-C

2. Rouse is the owner of real property commonly known as 440 Main Street, Park City, Utah, and more particularly described as follows ("440 Main"):

Parcel 1:

All of LOT 11, BLOCK 23, AMENDED PLAT OF PARK CITY SURVEY, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

Also, beginning at the Southeast Corner of Lot 11, Block 23 Park City Survey, and running thence along the Easterly line of said Block 23 North 23°38' West

25.00 feet to the Northeast Corner of Lot 11; thence leaving said block line and running North 66°22' East 50.00 feet to a point on Swede Alley as currently constructed; thence South 23°38' East along Swede Alley 25.00 feet; thence South 66°22' West 50.00 feet to the point of beginning.

Parcel No. PC-296

Parcel 2:

Beginning at the Southwest Corner of Lot 11, Block 23, Park City Survey, and running thence along the Southerly line of said Lot 11 North 66°22' East 75.00 feet to the Southeast Corner of said Lot 11, said point also being on the East line of said Block 23; thence leaving said block line and running North 66°22' East 50.00 feet to a point on Swede Alley as currently constructed; thence South 23°38' East 1.65 feet; thence South 66°44'33" West 125.00 feet; thence North 23°38' West 0.83 feet to the point of beginning.

Parcel No. PC-304-B

3. 442/444 Main and 440 Main are depicted in a survey prepared by Alliance Engineering dated October 7, 2016, a copy of which is attached as Exhibit A hereto, which survey further depicts an encroachment by the building currently located on 442/444 Main onto 440 Main (the "Encroachment"). The improvements permitted as part of the Encroachment pursuant to this Agreement consist of the building on 442/444 Main as currently constructed and/or planned and as located and shown on Exhibits A and B attached hereto, including the extension of the existing building on 442/444 Main all the way to the easterly boundary of Parcel No. PC-304-C. No modifications to the current or proposed improvements to 442/444 Main within the Encroachment may be made without the prior written approval of Rouse or its successor-in-interest. FAB and its successor-in-interest shall have no right to expand or add to the Encroachment onto 440 Main without the prior written approval of Rouse or its successor-in-interest and amendment to this Agreement.

4. This Agreement shall be appurtenant to and run with the title to both 442/444 Main and 440 Main. This Agreement is not transferable by FAB to other property, but is freely transferable with the title to 442/444 Main. The license and conditions as stated in this Agreement are binding on the successors-in-interest of both FAB (as the owner of 442/444 Main) and Rouse (as the owner of 440 Main). Any duties or rights of Fab (or its successors-in-interest) or Rouse (or its successors-in-interest) shall exist only so long as such party is an owner of either 442/444 Main or 440 Main, and shall automatically terminate upon such party ceasing to be an owner of either 442/444 Main or 440 Main (with their successor-in-interest as the owner of the subject property standing in their place and stead with respect to the duties and rights arising under this Agreement).

5. FAB (or its successors-in-interest) shall maintain the improvements within the Encroachment in a good state of repair at all times, and upon notice from Rouse (or its successors-in-interest), will immediately repair at FAB's cost any damaged, weakened, or failing property to the same condition or better condition and in compliance with Rouse's approval (or successor-in-interest approval), any required governmental approval, and engineering plans, and FAB (or its successor-in-interest) shall further reimburse Rouse for any lost rents or business

during such damage and repair period. Time is of the essence for any repair work to 440 Main. FAB (and its successors-in-interest) agree to indemnify, defend and hold Rouse (and its successors-in-interest) harmless with respect to any and all claims, liability, expense, cause of action, suits, and liens by Rouse and/or third parties which might arise from injury or other damage to persons or property, damage to 440 Main, and/or injury to any invitees, licensees, agents, tenants, employees, and/or guests of Rouse as a result of the Encroachment or any improvements within the Encroachment by FAB and/or its contractors, invitees, licensees, agents, tenants, employees or guests, excepting only any injury or other damage arising as the result of the actions of Rouse (or its successor-in-interest) or any of its agents. FAB and its general contractor shall continually maintain liability insurance on 440 Main, and shall list Rouse as an additional insured during any period of repair or construction to 442/44 Main or 440 Main.

6. This Agreement shall be in effect until the building and related improvements (as currently existing and planned as set forth above) within the Encroachment are removed or no longer exist, in which case Rouse (or its successors-in-interest) may revoke the permission for the Encroachment granted herein. Revocation shall be effected by Rouse (or its successors-in-interest) recording a notice of revocation of this Agreement with the Summit County Recorder and personally delivering or sending via certified mail a copy of such notice of revocation to FAB (or its successors-in-interest).

7. This Agreement is not intended to limit the use or development of 440 Main in any way whatsoever.

8. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

9. If either party is required to bring legal action to enforce the rights or privileges granted or reserved herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. The parties hereby agree to submit to the jurisdiction of the Summit County District Court of Utah for all matters related hereto.

12. This Agreement constitutes the entire agreement between the parties regarding the Encroachment, and the parties declare that there is no promise or agreement relating to the Encroachment which is not expressly set forth in this Agreement and the Exhibits thereto.

13. No waiver of any term or provision of this Agreement shall occur as a result of the passage of time, any course of dealing between the parties, any action or non-action by either party, or in any manner whatsoever. Any modification of this Agreement by means of a waiver or otherwise must be accomplished by means of a written amendment to this Agreement signed by both parties in which it is expressly stated that the parties specifically intended to amend, change or otherwise modify this Agreement thereby.

14. Any person signing on behalf of a corporation, limited liability company or other entity, warrant(s) their authority to do so and to bind said party.

15. This Agreement may be executed in counterparts.

Dated effective as of the 6th day of December, 2016.

{Signatures and Acknowledgements on Following Pages}

{Remainder of Page Intentionally Left Blank}

ROUSE ENTERPRISES LLC

By: [Signature]
Richard A. Rouse, Member

By: [Signature]
Iby M. Rouse, Member

Acknowledgement

State of California)
 : ss
County of Los Angeles)

(PLEASE SEE ATTACHED)

On the ____ day of _____, 2016, before me, _____,
a notary public, personally appeared RICHARD A. ROUSE and IBY M. ROUSE, who proved to
me on the basis of satisfactory evidence to be the persons whose names are subscribed to the
within instrument and acknowledged to me that they executed the same in their authorized
capacities, and that by their signatures on the instrument the persons, or the entity on upon behalf
of which the persons acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

{Additional Signatures & Acknowledgement on Following Page}

{Remainder of Page Intentionally Left Blank}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

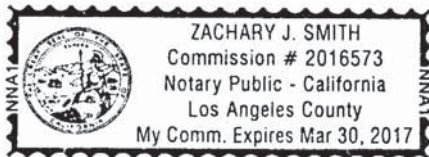
On DECEMBER 21, 2016 before me, ZACHARY J SMITH, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared RICHARD A. ROUSE AND IBY M. ROUSE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ENCUMBRANCE AGREEMENT Document Date: DEC. 6, 2016

Number of Pages: 6 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual Attorney in Fact

☐ Trustee Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

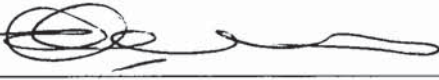
☐ Individual Attorney in Fact

☐ Trustee Guardian or Conservator

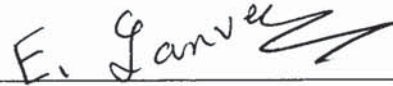
☐ Other: _____

Signer Is Representing: _____

FRANK ANDREW BUILDING, L.C.

By: 

JF Lanvers, Member

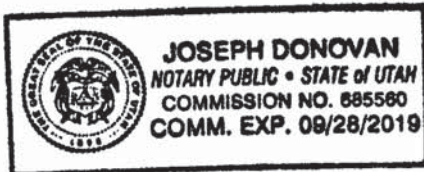
By: 

Evelyne Lanvers, Member

Acknowledgement

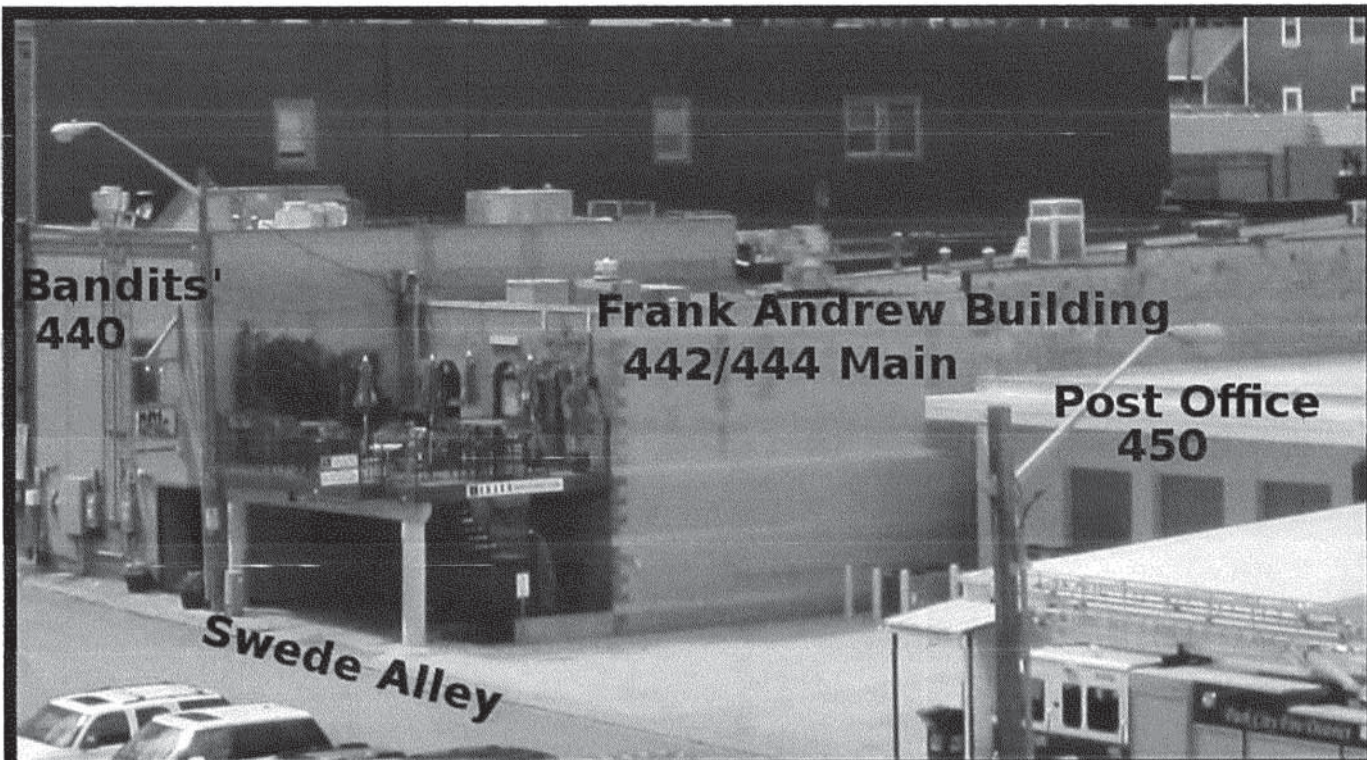
State of Utah)
 : ss
County of Summit)

On this the 9th day of December, 2016, personally appeared before me, JF LANVERS and EVELYNE LANVERS, whose identities are personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they executed the foregoing instrument in their capacities as MEMBERS of FRANK ANDREW BUILDING, L.C., and that they did so of their own voluntary act for its stated purpose.




Notary Public

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Above: existing layout Below: proposed extension

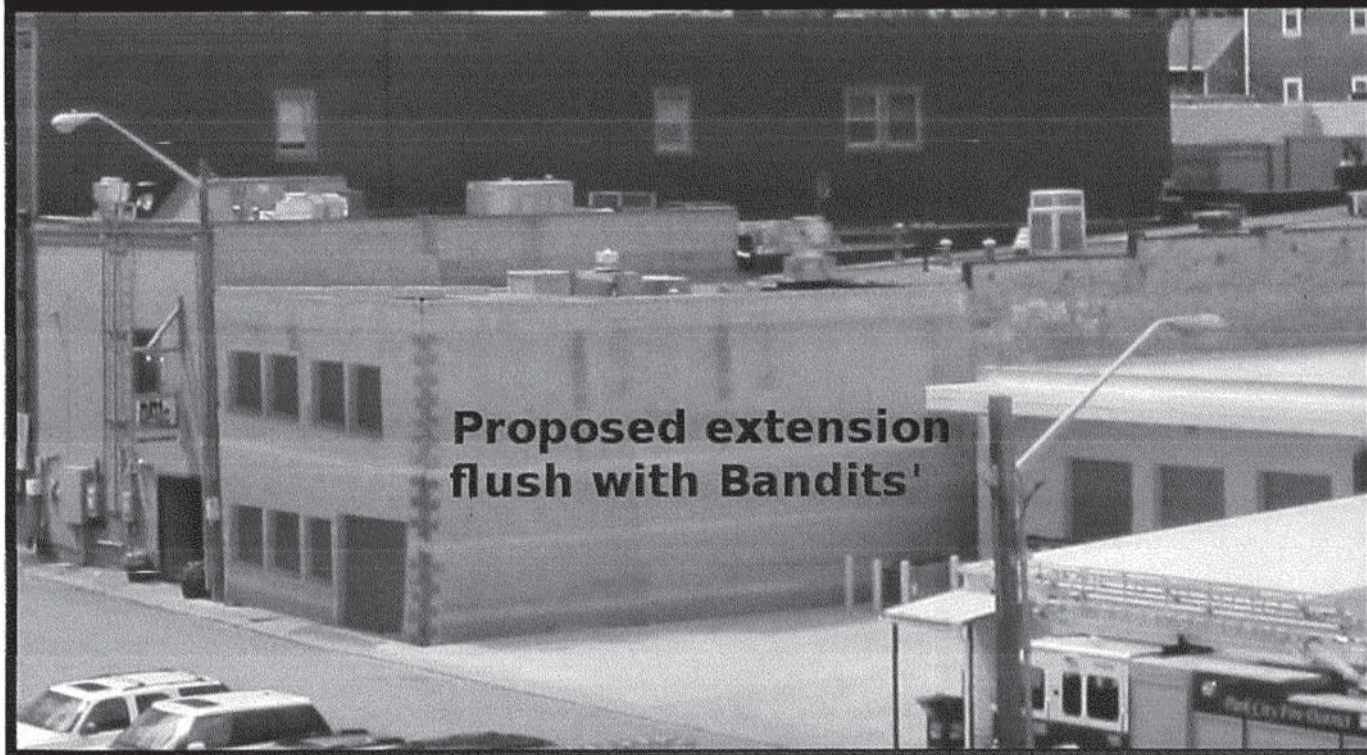


EXHIBIT B

01060848 Page 9 of 9 Summit County

WHEN RECORDED, MAIL TO:

Alexandre Dusser
P. O. Box 2399
Park City, Utah 84060

QUIT CLAIM DEED

PARK CITY MUNICIPAL CORPORATION, a corporation organized and existing under the laws of the state of Utah, with its principle office at 445 Marsac Avenue, Park City, Summit county, Utah, **GRANTOR**, hereby quits claim to **ALEXANDRE D. DUSSER, GRANTEE**, the following described tract of land in Summit County, Utah:

A parcel of land adjacent to swede Alley and east of 442 Main Street, more particularly described as follows:

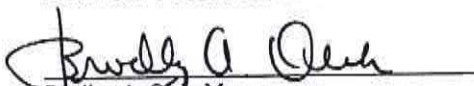
Beginning at a point North 66°34' East 40.0 feet from the southeast corner of Lot 12, Block 23, Park City Survey; thence North 66°34' East 10.00 feet; thence North 23°31' West 25.0 feet; thence South 66°34' West 10.0 feet; thence South 23°31' East along the easterly line of said Lot 12 25.0 feet to the point of beginning. Contains 250.0 square feet.

Retaining to Park City a non-exclusive public utility easement over the entirety of the above-described parcel.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby were duly authorized by the City Council of the Grantor at a lawful meeting duly held and attended by a quorum.

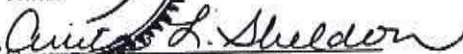
In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this ___ day of May, 1994.

PARK CITY MUNICIPAL CORPORATION

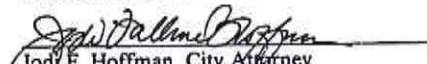

Bradley A. Qich, Mayor



Attest:


Anita L. Sheldon, City Recorder

Approved as to form:


Jodi F. Hoffman, City Attorney

00416367 Bk00841 Pa00527-00528

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 OCT 05 10:03 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

STATE OF UTAH)
 SS
COUNTY OF SUMMIT)

The foregoing Quit Claim Deed was acknowledged before me this ____ day of May, 1994,
by Mayor Bradley A. Olch, who executed the same.

NOTARY PUBLIC

00416367 Bk00841 Pg00528

Exhibit G - Facade Preservation Easement

00416368 Bk00841 Pg00529-00536

When recorded, mail to:
City Recorder, PCMC
P. O. Box 1480
Park City, Utah 84060

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 OCT 05 10:03 AM FEE \$4.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

GRANT OF PRESERVATION EASEMENT

For _____
Attorney _____

ALEX'S RESTAURANT

This Grant of Preservation Easement is executed by and between ALEXANDRE D. DUSSER, D.B.A. ALEX'S RESTAURANT ("Grantor"), and PARK CITY MUNICIPAL CORPORATION, ("Grantee").

WITNESSETH:

Grantor is the owner in fee simple of certain real property in Summit County, in the state of Utah, which property is commonly known as Alex's Restaurant said property including an historically and architecturally important structure, located at 442 Main Street, Park City, all of which is more particularly described as follows:

BEGINNING at the southeast corner of Lot 12, Block 23, Park City survey and running thence North 66°34' East 40.00 feet; thence North 23°31' West 25.00 feet; thence South 66°34' West 40.00 feet; thence South 23°31' East 25.00 feet to the point of beginning. Also, all of Lot 12, Block 23, Park City Survey.

Alex's Restaurant building has played a prominent role in Park City history and should be preserved, if possible, for the benefit of future generations, and the building is a contributory structure in the Main Street Historic District. Grantee has the power to accept and administer grants of real and personal property and interests therein, including easements for land conservation and historic preservation to be held and administered for public benefit.

The state of Utah recognizes restrictions, easements, covenants, conditions, and other agreements appropriate to the preservation of a structure or site which is historically significant for its architecture, archaeology or historical associations.

Grantee has determined that the grant in perpetuity of a preservation easement will assist in preserving and maintaining the Premises and the building and its architectural, historical and

cultural features. To this end, Grantor desires to grant to Grantee and Grantee desires to accept this Grant of Preservation Easement.

NOW, THEREFORE, for good and valuable consideration, that is a Quitclaim Deed duly executed by an authorized representative of Grantee and in the form set forth in Exhibit C which is attached hereto and incorporated herein by reference, for 250 square feet of real property directly adjacent to the rear property line of Alex's Restaurant and belonging to Grantee, receipt of which is hereby acknowledged, and pursuant to Title 63, Chapter 18a of the Utah Code Annotated (1953), as amended, Grantor does hereby grant and convey unto Grantee, its successors and assigns, a perpetual preservation easement in gross, as more specifically described herein, in and to that certain real property described above. (hereinafter referred to as the "Property") and the improvement located at 442 Main Street, all owned by the Grantor (the property and the improvements hereinafter collectively referred to as the "Premises"). Said easement shall constitute a bonding servitude upon the Premises in the nature of a restrictive covenant which will run with the land.

In furtherance of the intent of the parties to this instrument, Grantor covenants and agrees on behalf of itself, its successors and assignees that obligations and restrictions attach to the Premises as follows:

1. "Facade" shall mean the exterior surfaces of the improvements located on the property, excluding awnings, signs and window coverings, but including, without limitation, the exterior walls and roofs of the improvements, which face Main Street adjacent to the Premises. The photographs incorporated in Exhibit "A" hereto depict the condition and appearance of the Facade as of the effective date of this instrument.

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PRESERVATION EASEMENT
PAGE 2

2. Without the express written permission of the Grantee signed by a duly authorized representative thereof, no construction, demolition, alteration, remodeling, addition or extension shall be undertaken on the Premises which would affect the Facade or otherwise alter the appearance of the Premises, or would adversely affect the structural soundness of the Premises. The reconstruction, repair, maintenance, repainting or refinishing of presently existing parts or elements of the Premises, to which damage due to casualty loss, deterioration or wear and tear has occurred, will be permitted without prior approval of Grantee, provided that such reconstruction, repair, maintenance, repainting or refinishing is performed in a manner which will not alter the appearance of the Premises from that set forth in Exhibit "A" hereto. In all events, Grantor, in painting the Facade, agrees to obtain the prior written consent of Grantee, signed by a duly authorized representative thereof, as to the quality and color of the paint to be used if different from that set forth in Exhibit "A". Grantor agrees to, at all times, maintain the Premises in a good and sound state of repair, subject only to the provision of Paragraph 3 hereof. Grantee may, in its sole discretion, waive all or any portion of the requirements of this Paragraph 2.

3. If the Premises, or any part thereof, is damaged or destroyed as a result of casualty, Grantor shall be required to reconstruct or restore the Premises to the condition depicted in Exhibit "A", if such repair or reconstruction can be accomplished within the limits of available insurance proceeds and any additional funds which Grantee might elect to advance as a loan to Grantor. In the event repair or reconstruction cannot be accomplished within the limits of available insurance proceeds and funds advance by Grantee, Grantor grants to Grantee the right to select and remove from the

Premises salvageable architectural fragments without charge. In the event the Premises are damaged by casualty loss to an extent that, in the Grantee's sole judgment, the repair or reconstruction of the Premises is impracticable, the Grantee may permit the erection of a new structure with a Facade that duplicates or, in the Grantee's sole discretion, replicates the Facade depicted in Exhibit "A" hereto. Grantor and Grantee agree that the easement created and covenants contained herein shall survive complete or partial destruction of the improvements located on the Property. The interest in real property created hereby may, however, be reconveyed to Grantor at the sole discretion of Grantee.

4. Grantor and Grantee agree that the real property interest conveyed herein possesses an ascertainable market value. If casualty damage to the Premises or any other change in circumstances occurs, including extinguishment by foreclosure of a senior lien, which, in Grantee's sole judgment, warrants the extinguishment of the interest herein conveyed, Grantee may seek to have the interest extinguished by a court of competent jurisdiction. Upon such extinguishment, Grantee shall be entitled to receive from Grantor compensation for the extinguished property interest being the agreed value of the consideration being given by Grantee to Grantor to induce Grantor to make this conveyance. The amount payable by Grantor shall be calculated by multiplying \$3,750.00 by one plus the Consumer Price Index percentage change between the date of this Agreement and the date payment is made.

5. Grantor agrees to maintain, at its own cost, property damage insurance on the Premises, naming Grantee as an additional insured, in an amount that would prudently be carried on a property like the Premises. Such insurance shall provide for at least thirty

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PRESERVATION EASEMENT

PAGE 4

(30) days advance written notice to Grantor and Grantee prior to cancellation.

6. No utility transmission lines, except those required for the existing improvements and uses on the Premises may be erected on the Premises.

7. No dumping of ashes, sawdust, bark, trash, rubbish, or any other unsightly or offensive materials which are visible from public roads or streets shall be permitted on the Premises.

8. Grantor agrees that representatives of Grantee shall be permitted, at all reasonable times, to inspect the Premises. Inspections will normally take place from the adjacent public street. However, Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the improvements on the Premises to insure maintenance of structural soundness. Inspection of the interior will not, in the absence of deterioration, take place more often than annually. Inspection of the interior will be at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to unreasonably withhold their consent in determining a date and time for such inspection.

9. In the event of a violation by Grantors of any covenant herein, the Grantee may, thirty (30) days after written notice to Grantor, institute actions to enjoin by ex-parte, temporary, and/or permanent injunction, such violation and to require the restoration of the Premises to their condition as depicted in Exhibit "A" hereto. In the alternative, representatives of the Grantee may enter upon the Premises, correct any such violation, and hold Grantor responsible for the cost thereof, together with interest thereon at the rate of one and one half (1 1/2) percent per month, which sums shall constitute a lien against the premises. Grantee shall also have available all legal and

PRESERVATION EASEMENT

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equitable remedies to enforce Grantor's obligations hereunder, including the right to foreclose the lien above mentioned, and, in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including court costs and attorneys' fees. In the event of a violation by Grantor deemed by the Grantee to be an emergency which endangers or property, Grantee may immediately proceed to seek injunctive relief without written notice to Grantors.

10. Grantor agrees that a reference to this instrument and its restrictions will be inserted by Grantor in any subsequent deed, sales or purchase contract, financing instrument, or other legal instrument by which Grantor is divested of either the fee simple title or equitable title to a possessory ownership interest in the Premises, or any part thereof. Said reference shall be as follows: "The property conveyed herein is subject to a Preservation Easement which restricts the ability of any owner or other possessor of the Premises to alter its appearance or historic character. This easement is recorded on Page ____, Book ____, in the records of the Summit County Recorder, State of Utah."

This instrument may be recorded by any party in the land records of Summit County, Utah.

11. In the event that the Grantee shall, at any time in the future, become the fee simple owner of the Premises, Grantee for itself, its successors and assigns, covenants and agrees, in the event of subsequent conveyances of the Premises to another, to create a new easement containing the same restrictions and provisions as are contained herein, and either to retain such easement in itself or to convey such easement to a local or national non-profit organization whose purposes, inter alia, are to promote historic preservation.

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PRESERVATION EASEMENT
PAGE 6

12. Grantor agrees to allow the maintenance of a plaque on the street Facade of the Premises giving notice of this Grant of Preservation Easement.

13. Nothing herein or in the Grant shall be construed to limit the ability of Grantor to place appropriate signs and advertising materials on the building which are proper for the conduct of the business of Grantor, the tenants and businesses on the Premises, pursuant to Park City regulations and ordinances.

14. Grantee shall be prohibited from subsequently transferring this preservation easement, whether or not for consideration, unless the Grantee, as a condition of the subsequent transfer requires that the conservation purposes, which the Grant is originally intended to advance, continue to be carried out.

15. If Grantor subsequently desires to avail itself of benefits offered under Section 170 of the Internal Revenue Code, and if those benefits are not available without reformation of this Grant then this Grant shall be reformed to be consistent with IRS regulations, as applied to Grantor, and the parties hereto shall execute any and all writings necessary to effectuate the intent of this paragraph.

TO HAVE AND TO HOLD UNTO THE GRANTEE FOREVER.

Each and every covenant and restriction imposed and agreed to as aforesaid shall not only apply to and be binding upon Grantor, but also upon Grantor's successors and assigns, and all other successors in interest to Grantor, and shall continue as a servitude running in perpetuity with the land and shall survive any termination of Grantor or Grantee's existence. All rights reserved herein to Grantee shall run for the benefit of, and may be exercised by, its successors or assigns, or by its designee duly authorized in a deed of appointment executed by its duly authorized officer.

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PRESERVATION EASEMENT
PAGE 7

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Preservation Easement, and said Grantee has caused same to be accepted and signed this 1st day of Mar, 1998⁴

GRANTEE:

PARK CITY MUNICIPAL CORPORATION

Bradley A. O'Leary
Bradley A. O'Leary, Mayor



ATTEST:

Anita L. Sheldon
Anita L. Sheldon, City Recorder

APPROVED AS TO FORM:

Jodi F. Hoffman
JODI F. HOFFMAN, CITY ATTORNEY

Alexandre D. Dusser
ALEXANDRE D. DUSSER, D.B.A. ALEX'S RESTAURANT

STATE OF UTAH)
 SS
COUNTY OF SUMMIT)

The foregoing Grant of Preservation Easement was acknowledged before me this 1st day of March, 199~~8~~⁴, by Alexandre D. Dusser, d.b.a. Alex's Restaurant, who executed the same.

Anita L. Sheldon
NOTARY PUBLIC



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PRESERVATION EASEMENT
PAGE 8



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that the City Council holds a public hearing and considers approving the proposed ordinance vacating the public utility easement that covers the area of the smallest metes and bounds parcel associated with 442/444 Main Street.

Respectfully:

Ashley Scarff,



City Council Staff Report

Subject: Public Utility Easement Vacation at 442/444 Main Street
Author(s): Ashley Scarff, Planner / Matthew Cassel, P.E., City Engineer
Department: Planning / Engineering
Date: July 13, 2017
Type of Item: Legislative

Summary Recommendation

Staff recommends that the City Council holds a public hearing and considers approving the proposed ordinance vacating the public utility easement that covers the area of the smallest metes and bounds parcel associated with 442/444 Main Street.

Proposal

This vacation request stems from the property owner's desire to construct a second non-historic addition onto the existing historic structure located at 442/444 Main Street. The new addition is proposed to be located within what is currently one (1) small metes and bounds parcel adjacent to Swede Alley, which has an area entirely covered by a public utility easement. The public utility easement must be vacated to allow for development on the underlying area.

Background:

On December 9, 2016, the City received a Plat Amendment application for the FAB Main Street Plat Amendment located at 442/444 Main Street. The property consists of all of Lot 12, Block 23, Amended Plat of the Park City Survey (Tax Serial #PC-297), as well as two (2) metes and bounds parcels to the east that fall within the Millsite Reservation (Tax Serial #PC-299 and #PC-304-C). The Plat Amendment is required to combine all lots into one (1) legal lot of record to allow the property owner to construct a second non-historic addition onto the existing historic structure (Frank Andrew Building – FAB).

During the review of the Plat Amendment application, staff found a Quit Claim Deed document recorded October 5, 1994, that facilitated a transfer of ownership of the smallest metes and bounds parcel adjacent to Swede Alley from Park City Municipal to the owner of 442/444 Main Street, but the City retained a public utility easement over the parcel area, which measures 25 feet wide by ten feet deep (25' x 10'). The Plat Amendment is not affected by the existing easement, but the proposed second addition cannot be developed on parcel PC-304-C without Council first approving the vacation of the easement. On December 21, 2016, the Applicant submitted a formal request for Council to consider vacating the public utility easement so that it will not be reflected on the amended plat and prevent future development over that area.

Analysis:

As noted above, the Applicant is requesting that the Council considers vacating the 250 sf public utility easement to allow for a future addition onto the existing structure that will

fall within the easement area. The proposed addition will be subject to all requirements of the Historic Commercial Business (HCB) section of the Land Management Code (LMC), as well as the Historic District Design Guidelines. A Historic District Design Review (HDDR) approval will be required before a Building Permit can be issued.

Because the easement is identified as a non-exclusive public utility easement, Staff is required by the State to treat this request in a similar manner as a request to vacate a public right-of-way. State Code requires that the Council, upon a petition for a right of way vacation, hold a public hearing and determine whether:

- (1) Good cause exists for the vacation; and
- (2) Neither the public interest nor any person will be materially injured by the vacation.

Resolution No. 08-98 adopts a policy statement that provides guidance for City Council to vacate public right-of-ways upon findings of: (1) good cause for the proposed vacation; and (2) that neither the public nor any person will be materially injured by the proposed vacation. This resolution provides a set of criteria to be used to evaluate a proposal to determine whether a “net tangible benefit” has been demonstrated by the petitioner. The criteria include (1) No increase in density, (2) Neighborhood compatibility, (3) Consideration, and (4) Utility of existing right-of-way.

1. No Increase in Density

The entire site known as 442/444 Main Street has already been built upon, with the exception of the 250 sf metes and bounds parcel adjacent to Swede Alley. This request differs from right-of-way vacations because there is no transfer of ownership involved, as the subject area is fully owned by the Applicant. The property owner is requesting a plat amendment and vacation of the public utility easement to allow for a future addition, but given the small area that this action will make developable coupled with mass and scale restraints found in the LMC, the size of the addition will be minimal. The Applicant has expressed that the present uses of the building will be maintained, and tenants will simply have more floor area. The Applicant has also produced an elevation certificate showing that the lowest level of the structure is below the flood plain, thus, the proposed new floor area on the lowest level could not increase maximum occupancies for any use. Exact floor areas cannot be presented without architectural drawings, but the increase in area over the 250 sf easement area will not be significant.

2. Neighborhood Compatibility

There are seventeen (17) criteria to be used to analyze the property use to determine its compatibility with surrounding structures. They are listed below:

a. Size and location of the site

- The public utility easement in question measures 25 feet wide by ten feet deep (25' x 10') for a total of 250 sf of area. The underlying 250 sf of land

is part of the site known as 442/444 Main Street, and which is entirely owned by the Applicant.

- b) *Traffic impacts including capacity of the existing streets in the area*
 - The use of the existing structure is not projected to change, thus, will not have any significant negative impact on traffic.
- c) *Utility capacity*
 - Utility use or placement will not change due to this vacation.
- d) *Emergency vehicle access*
 - Vacation of this easement will not affect emergency vehicle access.
- e) *Location and amount of off-street parking*
 - Off-street parking will not be affected by this vacation.
- f) *Internal circulation*
 - Vacation of this easement will not affect internal circulation.
- g) *Fencing, screening, and landscaping to separate the use from adjoining uses*
 - Fencing, screening and landscaping will be reviewed if proposed with the future project. The improvements would be subject to the LMC and Historic District Design Guidelines.
- h) *Building mass, bulk, and site plan*
 - All proposed improvements will need to meet requirements specific to Swede Alley found in the Historic Commercial Business (HCB) section of the LMC, which place restrictions on mass and bulk. The majority of the existing structure will remain as-is, so a review would be conducted on any proposed new additions.
- i) *Usable open space*
 - Vacation of the easement will not affect or eliminate any existing open space.
- j) *Signs and lighting*
 - The vacation of this easement will not affect existing signage or lighting. Proposed changes to signage or lighting in the future will go through the standard Historic District Design Review and Sign Permit processes.
- k) *Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing*
 - All proposed improvements will need to meet requirements specific to Swede Alley found in the Historic Commercial Business (HCB) section of the LMC, as well as the Historic District Design Guidelines. The subject property is surrounded by Main Street Commercial uses and the China Bridge parking structure, and the Applicant has indicated that existing uses will not change as a result of this project. Staff finds that an addition that meets the above-mentioned requirements would only improve the building's Swede Alley frontage, which is a priority for the Planning Department.
- l) *Provision of snow storage, and mitigation of noise, vibration, odors, steam, or other mechanical factors that might affect people and property off site*
 - The vacation of this ROW will not change the handling of snow storage, noise, vibration, etc. on this property.

- m) *Control of delivery and service vehicles loading and unloading zones, and screening of trash pick-up areas*
 - None of these items will be affected by the vacation of the easement. Deliveries, loading, unloading, and screening of trash will continue in the same manner—off of Swede Alley.
- n) *Expected ownership and management of the project as primary residences, condominiums, time interval ownership, nightly rental, or commercial tenancies.*
 - The proposed minor addition on the property will not cause a change of existing uses, a restaurant and art gallery. The building will continue to be owned and managed in the same manner.
- o) *Proposed uses in an historic district must comply with the Historic District Architectural Guidelines provided in a supplement to the LMC.*
 - Any addition proposed in the future would be subject to both the LMC and Historic District Design Guidelines. A Historic District Design Review (HDDR) approval would be required.
- p) *All proposed uses in the zones outside a historic district must comply with the General Architectural Guidelines in LMC Chapter 9.*
 - Any addition proposed in the future would be subject to both the LMC and Historic District Design Guidelines. A Historic District Design Review (HDDR) approval would be required.
- q) *The Sensitive Area Overlay Zone Regulations*
 - The vacation of this easement and possible expansion of the existing structure into the 250 sf easement area will not increase the impacts to the Sensitive Land Overlay zone.

3. Consideration

Because the 250 sf area in question currently belongs to the property owner of 442/444 Main Street, there is no consideration for the transaction.

4. Utility of Existing Right-of-Way (Easement)

Improvements within the public utility easement area include a second-level deck supported by two (2) columns, with what appears to be storage for the restaurant underneath the deck. It is not clear why the City transferred ownership of the 250 sf area to the owner of 442/444 Main Street in 1993, or why the public utility easement was established during the transaction. The Applicant has procured written acknowledgment from Comcast, Rocky Mountain Power, Park City Water and Snyderville Basin Water Reclamation District (SBWRD) that they have no foreseeable need for the easement, and they have no issue if the City chooses to vacate. Rocky Mountain Power has requested that the Applicant work around an existing power pole that falls within the easement area, which will not be a problem.

Notice:

This request was publicly noticed as part of the City Council meeting agenda scheduled for July 13, 2017.

Department Review:

This report has been reviewed by the City Manager, as well as the Engineering, Planning, and Legal Departments. Any issues raised have been resolved.

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

This is the staff's recommendation.

B. Deny the Request:

If Council denies the request, the 250 sf area adjacent to Swede Alley would continue to contain a public utility easement, and no future development over the area could be permitted.

C. Continue the Item:

If the Council needs more information, this item can be continued.

D. Do Nothing:

This action would be the same as Alternative B, Denying the Request.

Significant Impacts:

Staff has found no significant fiscal or environmental impacts from this vacation.

Consequences of not taking the recommended action:

The 250 sf section of 442/444 Main Street adjacent to Swede Alley would maintain an overlying public utility easement, and the proposed addition onto the existing building could not be permitted. The structure would remain as-is. Staff finds that vacating the public utility easement and allowing for the proposed addition would result in an enhanced design that meets the LMC and Historic District Design Guidelines, which is desirable for Swede Alley frontage.

Recommendation:

Staff recommends that the City Council holds a public hearing and considers approving the proposed ordinance vacating the public utility easement that covers the area of the smallest metes and bounds parcel associated with 442/444 Main Street.

Exhibit A – Ordinance No. 2017-37

Exhibit B - Quit Claim Deed recorded October 5, 1994

Exhibit C - Exhibit Illustrating Location of P.U.E.

Exhibit D - Petition to Vacate P.U.E. and Letters from Utilities

Exhibit E – Site Photos

Ordinance No. 2017-37

AN ORDINANCE APPROVING THE VACATION OF A 250 SF PUBLIC UTILITY EASEMENT ASSOCIATED WITH 442/444 MAIN STREET, PARK CITY, UTAH

WHEREAS, Frank Andrew Building, L.C. has petitioned the City Council for a vacation of 250 square feet of public utility easement adjacent to Swede Alley at 442/444 Main Street; and

WHEREAS, the requirements of State Code 10-9a-609.5 Vacating a Street, Right-of-Way, or Easement were followed; and

WHEREAS, the guidelines provided in Resolution 08-98 was followed in analyzing the request for vacation; and

WHEREAS, on July 13, 2017, the City Council held a public hearing to receive input on the proposed vacation; and

WHEREAS, the City Council voted on July 13, 2017, to vacate the public utility easement; and

WHEREAS, it is the best interest of Park City, Utah to approve the vacation.

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

SECTION 1. FINDINGS. The following findings are hereby adopted.

1. The public utility easement to be vacated covers a 250 sf metes and bounds parcel associated with 442/444 Main Street, which is adjacent to Swede Alley.
2. The easement area currently contains a second-level deck for the building at 442/444 Main Street, with the area below the deck being used for restaurant storage.
3. Resolution 08-98 sets forth review criteria for the vacation of City right-of-ways (Public Easement). Staff reviewed this proposal against the same criteria, since it is also labeled as a public easement.
4. Resolution 08-98 requires the applicant to demonstrate that there is no density increase; the project is compatible with the neighborhood; the City is compensated for the vacated right-of-way; and the utility of the existing ROW.
 - a. No Increase in Density - The property will be used similarly to its current use; however, the vacation of this easement will allow for development upon the 250 sf area adjacent to Swede Alley, which the Applicant already owns. The owner has plans for an addition onto the existing structure that falls into this area, but the size of the addition will be very minimal once the proposal meets requirements relating to size, bulk, and mass found in the LMC, as well as the Historic District Design Guidelines.
 - b. Neighborhood Compatibility – The proposal was analyzed according to the seventeen (17) criteria provided in Resolution 08-98 and was determined that the application complies with these criteria for neighborhood compatibility.

- c. Consideration – Because the 250 sf of area in question currently belongs to the property owner of 442/444 Main Street, there is no consideration for the transaction.
- 5. Utility of Existing Right-of-Way - Improvements within the public utility easement area include a second-level deck supported by two (2) columns, with what appears to be storage for the restaurant underneath the deck. The Applicant has procured written acknowledgment from Comcast, Rocky Mountain Power, Park City Water and Snyderville Basin Water Reclamation District (SBWRD) that they have no foreseeable need for the easement, and they have no issue if the City chooses to vacate. Rocky Mountain Power has requested that the Applicant work around an existing power pole that falls within the easement area, which will not be a problem.

SECTION 2. CONCLUSIONS OF LAW. The following Conclusions of Law are hereby adopted.

- 1. The vacation request is consistent with the City's standards for vacation of public right-of-way as set forth in Resolution 08-98.
- 2. No material increase in density will result from the right-of-way vacation.
- 3. The proposed project is compatible with the neighborhood.
- 4. Neither the public interest nor any person will be materially injured by the vacation.
- 5. Good cause exists for the vacation.

SECTION 3. VACATION APPROVAL. The vacation is approved as shown on Exhibit A.

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

PASSED AND ADOPTED this 13th day of July, 2017.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Michelle Kellogg, CITY RECORDER

APPROVED AS TO FORM:

Mark D. Harrington, CITY ATTORNEY

WHEN RECORDED, MAIL TO:

Alexandre Dusser
P. O. Box 2399
Park City, Utah 84060

QUIT CLAIM DEED

PARK CITY MUNICIPAL CORPORATION, a corporation organized and existing under the laws of the state of Utah, with its principle office at 445 Marsac Avenue, Park City, Summit county, Utah, **GRANTOR**, hereby quits claim to **ALEXANDRE D. DUSSER, GRANTEE**, the following described tract of land in Summit County, Utah:

A parcel of land adjacent to swede Alley and east of 442 Main Street, more particularly described as follows:

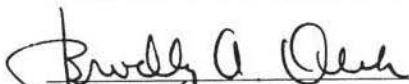
Beginning at a point North 66°34' East 40.0 feet from the southeast corner of Lot 12, Block 23, Park City Survey; thence North 66°34' East 10.00 feet; thence North 23°31' West 25.0 feet; thence South 66°34' West 10.0 feet; thence South 23°31' East along the easterly line of said Lot 12 25.0 feet to the point of beginning. Contains 250.0 square feet.

Retaining to Park City a non-exclusive public utility easement over the entirety of the above-described parcel.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby were duly authorized by the City Council of the Grantor at a lawful meeting duly held and attended by a quorum.

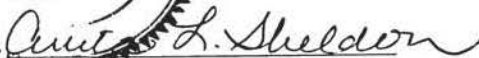
In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this ____ day of May, 1994.

PARK CITY MUNICIPAL CORPORATION

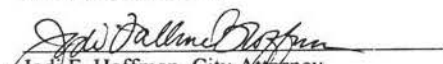

Bradley A. Oich, Mayor



Attest:


Anita L. Sheldon, City Recorder

Approved as to form:


Jodi F. Hoffman, City Attorney

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 OCT 05 10:03 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

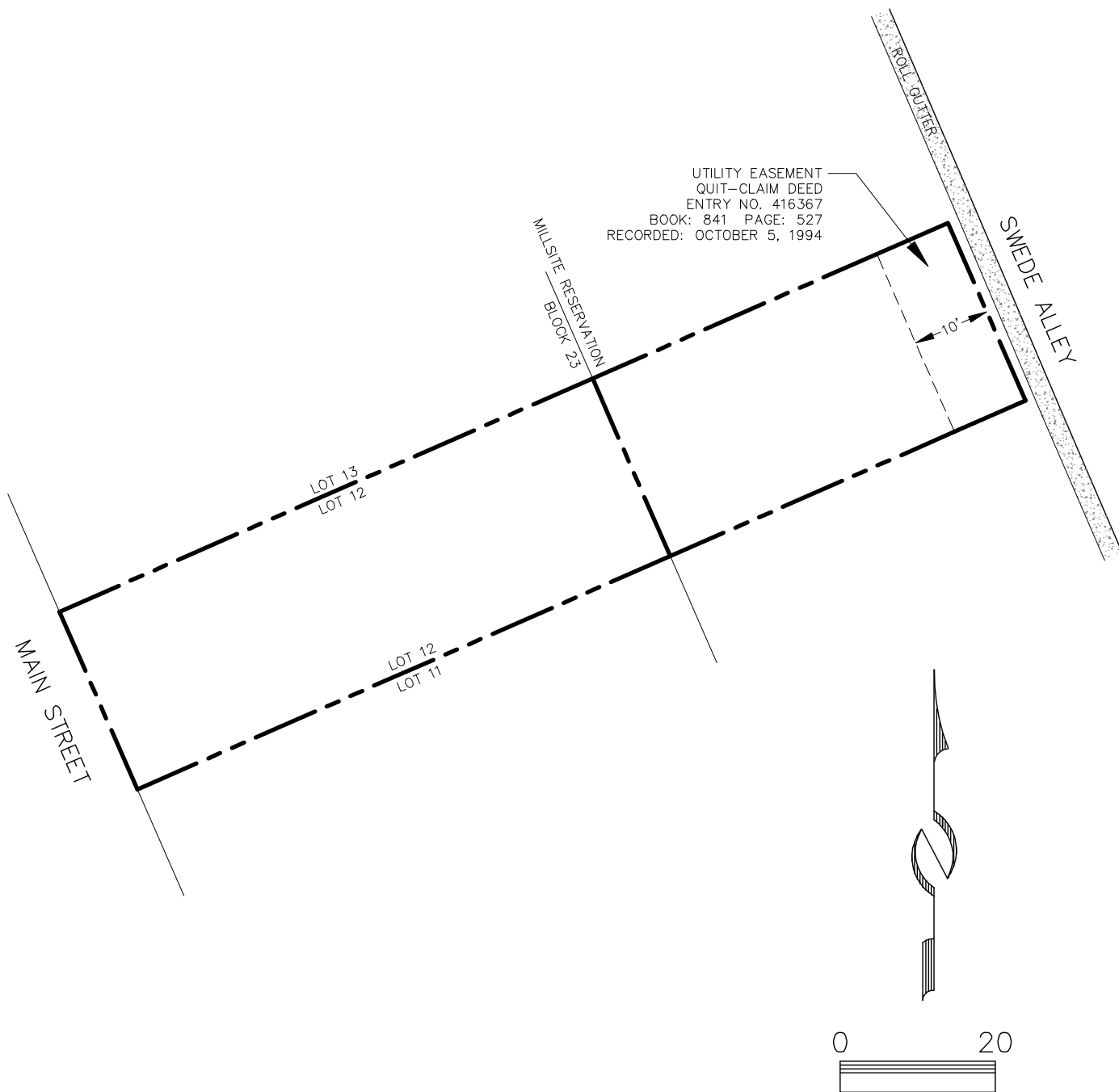
STATE OF UTAH)
 SS
COUNTY OF SUMMIT)

The foregoing Quit Claim Deed was acknowledged before me this ____ day of May, 1994,
by Mayor Bradley A. Olch, who executed the same.

NOTARY PUBLIC

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442/444 MAIN STREET
PROPOSED UTILITY EASEMENT ABANDONMENT



FRANK ANDREW BUILDING, L.C.

December 21, 2016

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

Subject: Request for vacation of easement

To whom it may concern:

I am a managing member of the Frank Andrew Building L.C., a property located at 442/444 Main Street, for which we have submitted a Historic Review Application on April 14, 2016.

We intend to extend the existing building to the curb of Swede Alley, demolish the existing deck and rebuild two floors to provide additional space for the existing restaurant.

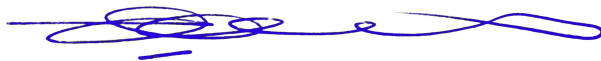
The Historic Design Review Recommendations were issued on 4/27/2016 (Project #PL-16-03143) and requested a plat amendment, among other requirements.

Upon completing the application of the plat amendment, we noticed that a non-exclusive utility easement still appeared on our title for parcel PC-304-B, running 12 feet from Swede Alley.

We would like to make a formal request to the City to see that utility vacated in order to enable us to proceed with our construction project.

We are looking forward to this possibility and thank all City Departments involved with this procedure.

Sincerely,



J.F. Lanvers, managing member
Frank Andrew Building, LC

From: [JF Lanvers](#)
To: [Ashley Scarff](#)
Subject: PL-16-03396 442 444 Main St Plat Amendment
Date: Monday, March 06, 2017 5:02:59 PM
Attachments: [image001.png](#)
[00416367.pdf](#)

Hello Ashley,

Here is the Email response from Rocky Mountain Power, including the attachment for your files.

JF Lanvers

----- Forwarded message -----

From: **Millward, Bryan** <Bryan.Millward@rockymountainpower.net>
Date: Wed, Feb 22, 2017 at 12:54 PM
Subject: #6315475
To: JF Lanvers <jflanvers@gmail.com>

JF, I just spoke with our Right of Way department and they have told me that the easement is a PUE that belongs to Park City and that Park City would need to release the easement to you and not RMP. The only concern that we have is the existing pole that feeds your property and your neighbor's property. That pole needs to stay where it is at so that we can continue to serve our existing customers.

Thanks,

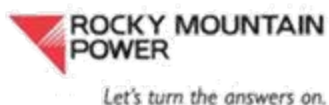
Bryan Millward

Journeyman Estimator

[435-655-7806](tel:435-655-7806)

6280 North Silver Creek Drive

Park City, UT 84098



From: [JF Lanvers](#)
To: [Ashley Scarff](#)
Subject: PL-16-03396 442 444 Main St Plat Amendment
Date: Monday, March 06, 2017 5:12:02 PM
Attachments: [442 Main Street Lateral Sketch.pdf](#)

Hello Ashley,

Here is the Email response from SBWRD (Snyderville Basin Water Reclamation District) about the vacation of easement by the City, including a 2 page sketch attachment.

JF Lanvers

----- Forwarded message -----

From: **Bryan Atwood** <BATwood@sbwrld.org>
Date: Fri, Feb 24, 2017 at 9:36 AM
Subject: RE: Request for approval - 442/444 Main Street Utility Easement Abandonment
To: JF Lanvers <jflanvers@gmail.com>
Cc: "matt.cassel@parkcity.org" <matt.cassel@parkcity.org>, Corey Legge <corey.legge@parkcity.org>, Kevin Berkley <KBerkley@sbwrld.org>

Mr. Lanvers,

SBWRD has reviewed the easement document and our files and we have found no documentation that the easement was granted at our request or to satisfy our concerns at the time it was granted. There is, however, a public sewer line located in Swede Alley that is within 6 to 8 feet of the back of curb through this area and is approximately 8 to 9 feet in depth. Normally our easements extend a minimum 10 feet from the sewer line and if applied here would require a 2 to 4 foot wide easement on the property. Buildings to the south of this property appear to have been constructed up to the property lines and within 6 to 8 feet of the sewer line. A 2 to 4 foot easement across this 25' wide lot would not improve our situation if we were to need to repair or replace the sewer line. Therefore, SBWRD will not ask that the existing easement be retained or that a narrower easement be granted.

We would, however, like to advise you of the following issues that will need to be addressed during design and construction of your building:

- 1) The public sewer line must be protected during construction of the building. If shoring is to be placed, the shoring plan must be reviewed by SBWRD. An SBWRD inspector must be on-site during excavation or placement of shoring to observe that the line is protected.
- 2) An existing private sewer lateral from the 442/444 (see attached sketch) will require

replacement under the expanded building area.

3) SBWRD review of plans for the expanded building and evaluation of impact fees will be required for issuance of a building permit.

Please let me know if you have any questions.



Bryan D. Atwood, P.E

District Engineer

Snyderville Basin Water Reclamation District

2800 Homestead Road

Park City, UT 84098

Office: [435-214-5245](tel:435-214-5245)

Mobile: [435-731-0039](tel:435-731-0039)

batwood@sbwrld.org

From: JF Lanvers [mailto:jflanvers@gmail.com]

Sent: Tuesday, February 14, 2017 5:16 PM

To: Bryan Atwood <BATwood@sbwrld.org>

Subject: Request for approval

Dear Mr. Atwood,

We own the Frank Andrew Building located at 442/444 Main Street in Park City.

We are planning to extend the rear portion (east side) of the existing building to the curb of Swede Alley.

In order to proceed and apply for a building permit, the Park City Municipal Corporation ("the City") has



HOUSE SEWER LINE DETAIL

FILE COPY-WHITE
CUSTOMER COPY-YELLOW

Township T2S Range R4E Section 16
Subdivision OLD TOWN PARK CITY Lot _____ Plat _____
Today's Date _____ Time of Call _____ Received by _____
Insp. Date Req. 12-14-87 Time _____ Requested By _____ Phone _____
Connection Fees Paid? Yes _____ No _____

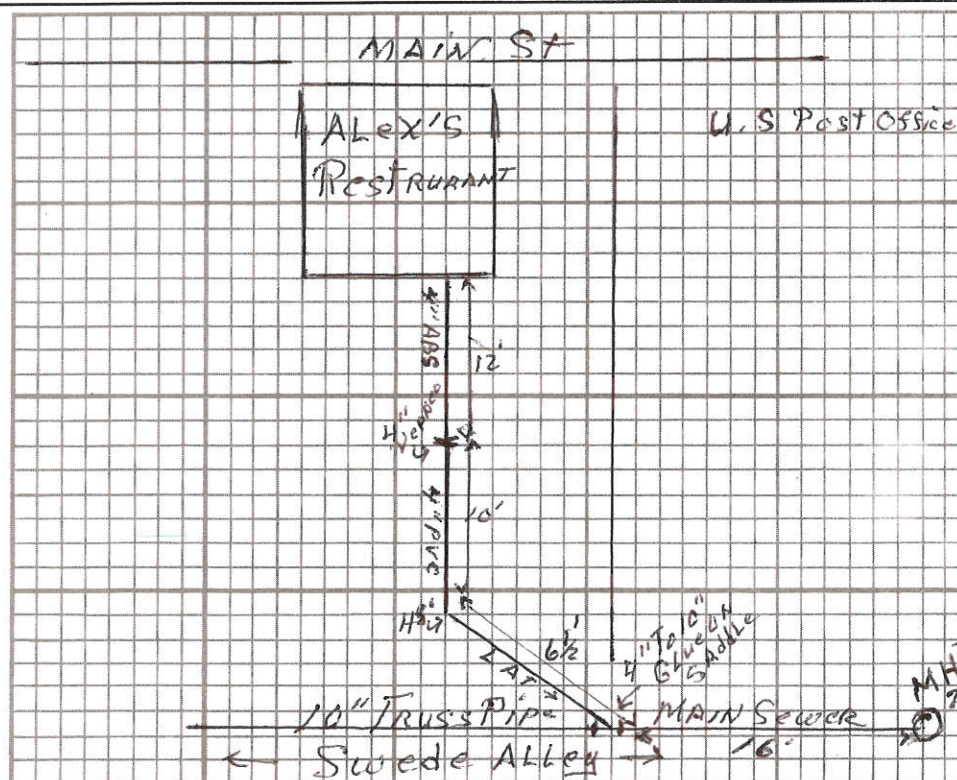
NOTES: _____

City House Number ~~444~~ 442 MAIN Street Date 12-14-87
Owner Alex's Restaurant
House Description RESTAURANT

CONNECTION DATA
St. Wye Set _____
St. Ser. Run _____
Hse. Ser. Run 12-14-87
Hse. Con. Made _____

STREET 440 MAIN ST BETWEEN Swede Alley

DIAGRAM AND NOTES



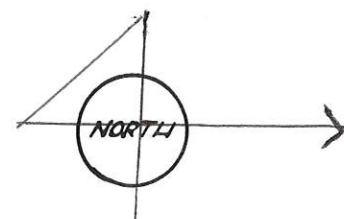
CONTRACTOR:

C.R. Sales

WATER TEST

Mike Holladay
12-16-87

AIR TEST



NO SCALE

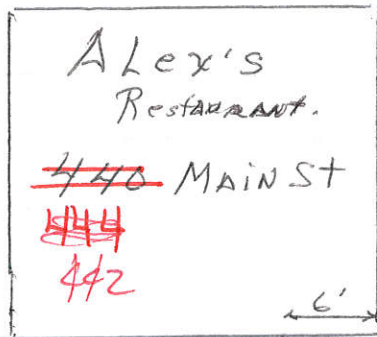
Inspected by: Will

SERVICE CONNECTION DATA

IN STREET						PRIVATE PROPERTY			REMARKS
MAIN LINE		SERVICE		Depth to Flow Line of Pipe		Depth at H.C.		Materials	
Sta.	Fitting	Fitting	Pipe	Main Line	Prop. L.			Fittings	Pipe
2.4-16	#22	4" to 10" Glue on Saddle	10" Truss Pipe	8'	8'	4 1/2	1.45" 1.4" to 10" Saddle Wye	4" PVC	LATERAL WAS Re constructed FROM where it connected to ABS to MAIN. Existing had Revised GRADE

12-14-87

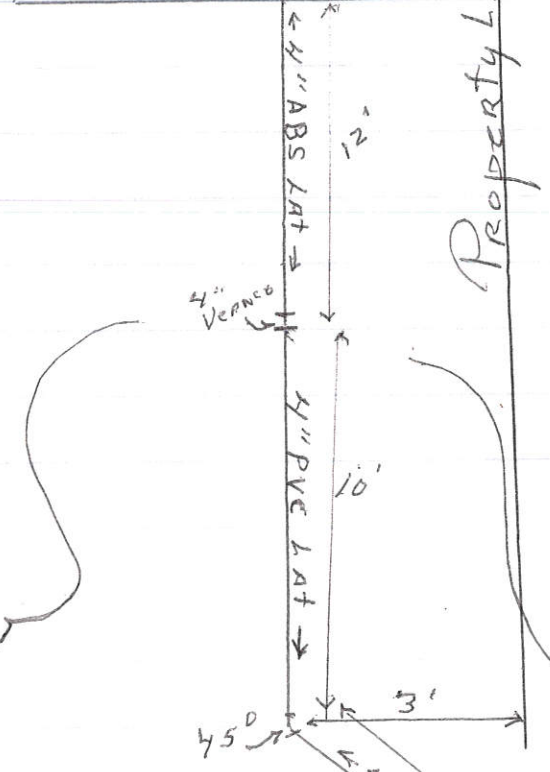
← MAIN ST →



U.S. - Post Office

Property Line

Existing Lateral
had revised grade
from 10" Main Line to
Where Lateral was
connected to 4" ABS -
Lateral was rehaired
from connection at ABS
to main line at grade.



1/8" Drop per ft

Existing Stub
4" to 10" Saddle Wye

10" TRUSS PIPE MAIN SEWER

C.R. Sales - Sewer Cont)

4" TO 10"
GLUE ON SADDLE
WYE

Lateral - bedded in SAND
2 ft COVER OVER ~~LATERAL~~
WITH SAND -

MTH# 2
24.167



Comcast Cable Communications, Inc.
1350 E. Miller Ave.
Salt Lake City, Utah 84106
801-401-3041 Tel
801-255-2711 Fax

February 21, 2017

JF Lanvers
442 Main Street
Park City, Utah 84060

To whom it may concern,

Comcast Cable Communications, Inc. hereby disclaims and releases any rights, title or interest which it may have in the public utility easements, which exist parallel and adjacent to the rear easement along Swede Alley at 442/444 Main Street in Park City, Utah 84060.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Filizetti".

Andrew Filizetti
Authorized Representative



442/444 Main Street – looking southwest



RECEIVED
DEC 09 2016
PARK CITY
PLANNING DEPT.

442/444 Main Street – looking west



DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

The applicant is proposing to combine Lots 1 and 2 of the Retreat at the Park Subdivision, recorded in 2007, in order to create one larger lot-the Retreat at the Park First Amended. The property is located at 1450 (Lot 2) and 1460 (Lot 1) Park Avenue. There are historic houses located at both 1450 and 1460 Park Avenue; they are both listed as Significant on the City's Historic Sites Inventory (HSI). The applicant has already started construction on three (3) new houses on each lot, for a total of 6 new single-family houses. The applicant wishes to combine the lots in order to record a condo plat over the entire property.

Respectfully:

Anya Grahn, Planner II



City Council Staff Report

Subject: Retreat at the Park First Amended—1450-1460 Park Avenue
Author: Anya Grahn, Historic Preservation Planner
Department: Planning Department
Date: July 13, 2017
Type of Item: Legislative—Subdivision

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the Retreat at the Park, First Amended located at the 1450-1460 Park Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Description

Applicant: Park City Municipal Corporation, represented by Rhoda Stauffer
Location: 1450-1460 Park Avenue
Zoning: Historic Residential-Medium Density District (HRM)
Adjacent Land Uses: Commercial and Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Executive Summary

The applicant is proposing to combine Lots 1 and 2 of the Retreat at the Park Subdivision, recorded in 2007, in order to create one larger lot—the Retreat at the Park First Amended. The property is located at 1450 (Lot 2) and 1460 (Lot 1) Park Avenue. There are historic houses located at both 1450 and 1460 Park Avenue; they are both listed as Significant on the City's Historic Sites Inventory (HSI). The applicant has already started construction on three (3) new houses on each lot, for a total of 6 new single-family houses. The applicant wishes to combine the lots in order to record a condo plat over the entire property.

Acronyms

CUP	Conditional Use Permit
HDDR	Historic District Design Review
HPB	Historic Preservation Board
HRM	Historic Residential-Medium Density District
HSI	Historic Sites Inventory

Background

On March 29, 2007, Ordinance 07-20 approved the creation of two (2) legal lots of record from two (2) metes and bounds parcels at 1450-1460 Park Avenue. Later that year, the Retreat at the Park Subdivision was recorded on August 16, 2007.

In 2009, the City purchased the properties at 1450-1460 Park Avenue through the Lower Park Redevelopment Agency with the intent of creating an affordable housing project. In March 2012, City Council began collaborating with Green Park Cohousing, LLC on the purchase of the property following an RFP process. Following the approvals of the Conditional Use Permit (CUP) and a plat amendment that was not recorded, Green Park Cohousing withdrew their applications as they were unable to secure financing for the project.

The City has since chosen to develop these two lots at 1450-1460 Park Avenue. The applicant is proposing to rehabilitate the existing two (2) historic houses at 1450 and 1460 Park Avenue as well as build six (6) new single-family houses; there will be a total of eight (8) affordable housing units located on the two (2) properties.

On December 8, 2015, the Planning Department received two Historic District Design Review (HDDR) applications for the rehabilitation and relocation of the historic houses at 1450 and 1460 Park Avenue; the applications were deemed complete on December 17, 2015. On February 3, 2016, the Historic Preservation Board (HPB) approved the material deconstruction at both 1450 and 1460 Park Avenue. The relocation of the house at 1450 Park Avenue by a distance of 8'6" to the west and the relocation of the house at 1460 Park Avenue by a distance of 5'5" to the west towards Park Avenue were approved by the HPB on March 2, 2016. The HDDR applications for the rehab of the historic homes were approved by the Planning Department on June 14, 2016; the HDDRs to construct the new single-family dwellings behind the historic house were approved on November 21, 2016.

On May 2, 2016, the Planning Department received a CUP application for access off Sullivan Road; the application was approved by the Planning Commission on July 13, 2016. [See [Report \(page 231\)](#) + [Minutes \(page 51\)](#).] The CUP included a condition of approval that required the applicant to dedicate façade preservation easements to the City for both of the historic structures at 1450 and 1460 Park Avenue following their restoration and prior to sale of the historic buildings to private property owners; staff has included this in the conditions of approval for this plat amendment as well.

On December 1, 2016, the Planning Department received completed Condominium Record of Survey applications for both 1450 and 1460 Park Avenue. The applicant's intent was to create separate condominium surveys at both 1450 and 1460 Park Avenue. This application was withdrawn on March 20, 2017.

The applicant has since resubmitted applications to combine the lots at 1450-1460 Park Avenue to create one legal lot of record and then record a condominium plat in order to create individual ownership. This application for a plat amendment to combine Lots 1 and 2 of the Retreat at the Park Subdivision was deemed complete on March 27, 2017. This staff report is for the plat amendment to combine the Lots 1 and 2 of the Retreat at the Park Subdivision.

The Park City Planning Commission reviewed this plat amendment request on June 28, 2017. The Planning Commission expressed concern and frustration that this plat amendment was being reviewed after the houses were under construction. Further, they were irritated that they had not had greater opportunity to review the proposed parking layout for the site prior to the Conditional Use Permit (CUP) request. The Planning Commission forwarded a positive recommendation to City Council for the plat amendment with a three-to-one vote; the Planning Commission Chair does not vote. [See [Planning Commission Report](#) (starting page 332) and [Draft Minutes](#) (starting page 22).]

Analysis

The proposed Plat Amendment creates one (1) lot of record from the existing Lots 1 and 2 of the Retreat at the Park Subdivision. The Plat Amendment removes one (1) interior lot line that divides the property into two lots. The proposed Plat Amendment combines the property into one (1) lot measuring 18,294.43 square feet. The site contains two legal lots of record identified as Lot 1 (1460 Park) and Lot 2 (1450 Park) of the Retreat at the Park Subdivision.

The two (2) lots contain a total of 18,294.43 square feet. The property abuts Park Avenue on the west side and Sullivan Road on the east side. It is surrounded by residential development to the north and south. There are no existing encroachments on the site. There is a recorded utility easement through the center of the property, along the shared lot line between Lots 1 and 2; it is 21 feet in width. This easement will remain.

A single-family dwelling is an allowed use in the HRM District. The minimum lot area for a single-family dwelling is 1,875 square feet. The applicant is proposing to rehabilitate the two historic houses and construct three (3) additional houses on each lot in order to provide a total of eight (8) affordable housing units at 1450 and 1460 Park Avenue. The lot size required for eight (8) dwelling units is 9,625 square feet. The proposed combined lot size of 18,294.43 feet is 1.9 times larger than what is required. If the condo plat is not approved (also being reviewed by Planning Commission on June 28th), the applicant will not be able to sell these units to individual owners.

The proposed lot meets the minimum lot area for single family dwellings. The proposed lot width, once combined, is 108.25 feet along Park Avenue and 100.99 feet along Sullivan Road; the minimum lot width of the HRM District is 37.50 feet. The following table shows the applicable Land Management Code (LMC) development parameters in the HRM District:

Required:	Existing:		Permitted:
	Lot 1 (1460 Park)	Lot 2 (1450 Park)	
Lot Size	9,073 SF	9,212 SF	1,875 SF minimum for single family dwelling; complies 9,625 SF minimum for 8 dwelling units; complies
Front/Rear Yard Setbacks	15 ft. front yard; 30 ft. rear yard	15 ft. front yard; 22 ft. rear yard	15 ft. front yard/10 ft. rear yard; complies
Side Yard Setbacks	5 ft. north property line	5 ft. south property line	5 ft. side yard; complies

The HRM zoning district does not have a maximum building footprint. Rather the development simply has to meet the required setbacks.

The City Engineer will also require the applicant grant ten foot (10') snow storage easements along the front (Park Avenue) as expressed in Condition of Approval #7.

Good Cause

Staff finds good cause for this Plat Amendment as the interior lot line between the two lots will be removed. The development of affordable housing at the Retreat at the Park Subdivision is a single project developing two (2) single lots. This plat amendment to combine the two lots will allow the project to develop a single lot and create a single condominium plat.

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 § 15-1-18.

Department Review

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

Notice

On May 10, 2017, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on May 6, 2017, and June 10, 2017 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Retreat at the Park, First Amended located at the 1450-1460 Park Avenue as conditioned or amended; or
- The City Council may deny the Retreat at the Park, First Amended located at the 1450-1460 Park Avenue and direct staff to make findings for this decision; or
- The City Council may continue the discussion to a date certain and provide staff with direction to provide additional information necessary in order to make a final decision on the record of survey plat.

Significant Impacts

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

Consequences of Not Taking Recommended Action

Consequences of not taking the Planning Department's recommendation are that the Site would remain as is. The new development would continue to be two single projects on individual lots of record.

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the Retreat at the Park, First Amended located at the 1450-1460 Park Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)

Exhibit B – Survey

Exhibit C – Aerial Photographs with 500' Radius

Exhibit D– Site Photographs

Ordinance No. 2017-38

AN ORDINANCE APPROVING THE RETREAT AT THE PARK, FIRST AMENDED LOCATED AT THE 1450-1460 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 1450-1460 Park Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on May 10, 2017, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on May 6, 2017, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on public hearing on May, 24, June 14, and June 28, 2017, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on June 28, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 13, 2017, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Retreat at the Park, First Amended located at the 1450-1460 Park Avenue.

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

SECTION 1. APPROVAL. The Retreat at the Park, First Amended located at the 1450-1460 Park Avenue, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

1. The property is located at 1450-1460 Park Avenue in the Historic Residential-Medium Density (HRM) District.
2. The subject property consists of Lots 1 and 2 of the Retreat at the Park Subdivision approved by the City Council as Ordinance 07-20 and recorded at Summit County on August 16, 2007.
3. On December 8, 2015, the Planning Department received a Historic District Design Review (HDDR) application for the rehabilitation and relocation of the historic houses at 1450 and 1460 Park Avenue. The HDDR applications were approved on November 21, 2016.

4. On February 3, 2016, the Historic Preservation Board (HPB) approved the material deconstruction for the historic houses at 1450 and 1460 Park Avenue. The HPB approved the relocation of the house at 1450 Park Avenue 8'6" to the west towards Park Avenue and the relocation of the house at 1460 Park Avenue 5'5" to the west towards Park Avenue was approved by the HPB on March 2, 2016
5. On July 13, 2016, the Planning Department approved Conditional Use Permits (CUP) at each address to allow access off Sullivan Road.
6. On March 20, 2017, the Planning Department received an application for a plat amendment to combine Lots 1 and 2 of the Retreat at the Park Subdivision at 1450-1460 Park Avenue; the application was deemed complete on March 27, 2017.
7. The proposal complies with the allowed uses in the HRM District.
8. The combined lot size will be 18,294.43 square feet.
9. The minimum lot width in the HRM District is 37.50 feet; the combined lot width will be 108.25 feet along Park Avenue and 100.99 feet along Sullivan Road.
10. The required front yard setback is 15 feet in the HRM District; the applicant is providing a 15 foot front yard setback.
11. The required rear yard setback is 10 feet in the HRM District; the applicant is proposing a 22 foot setback.
12. The required side yard setback is 5 feet in the HRM District; the applicant is proposing 5 feet along the north and south side yards.
13. Single-family dwellings are an allowed use in the HRM District.
14. The site is not located within the Sensitive Lands Overlay District. There are no known physical mine hazards. The site is within the Soils Ordinance Boundary and the site will have to meet the Soils Ordinance.
15. Property is located in a FEMA Flood Zone A
16. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

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 lot combinations.
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 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 at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in

writing prior to the expiration date and an extension is granted by the City Council.

3. Required public improvements and landscaping, as applicable, shall be completed at the time of conversion or security provided to ensure completion as provided by ordinance.
4. The applicant shall dedicate a façade preservation easement to the City for the historic structures at 1450 and 1460 Park Avenue following their restoration and prior to sale of the historic buildings to private property owners.
5. The property is located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) boundary. Final construction must comply with the Soils Ordinance regulations.
6. The applicant shall show and label their easement with Snyderville Basin Water Reclamation District (SBWRD) on the plat amendment.
7. A ten feet (10') wide public snow storage easement will be required along the Park Avenue frontage of the property.
8. Surface utility boxes for this project shall be located on the property.
9. Because of Park City's implemented Storm Management Plan, construction projects shall need to identify drainage areas and planned Best Management Practices ("BMPs") to control erosion and off-site migration of soils.

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

PASSED AND ADOPTED this 13th day of July, 2017.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

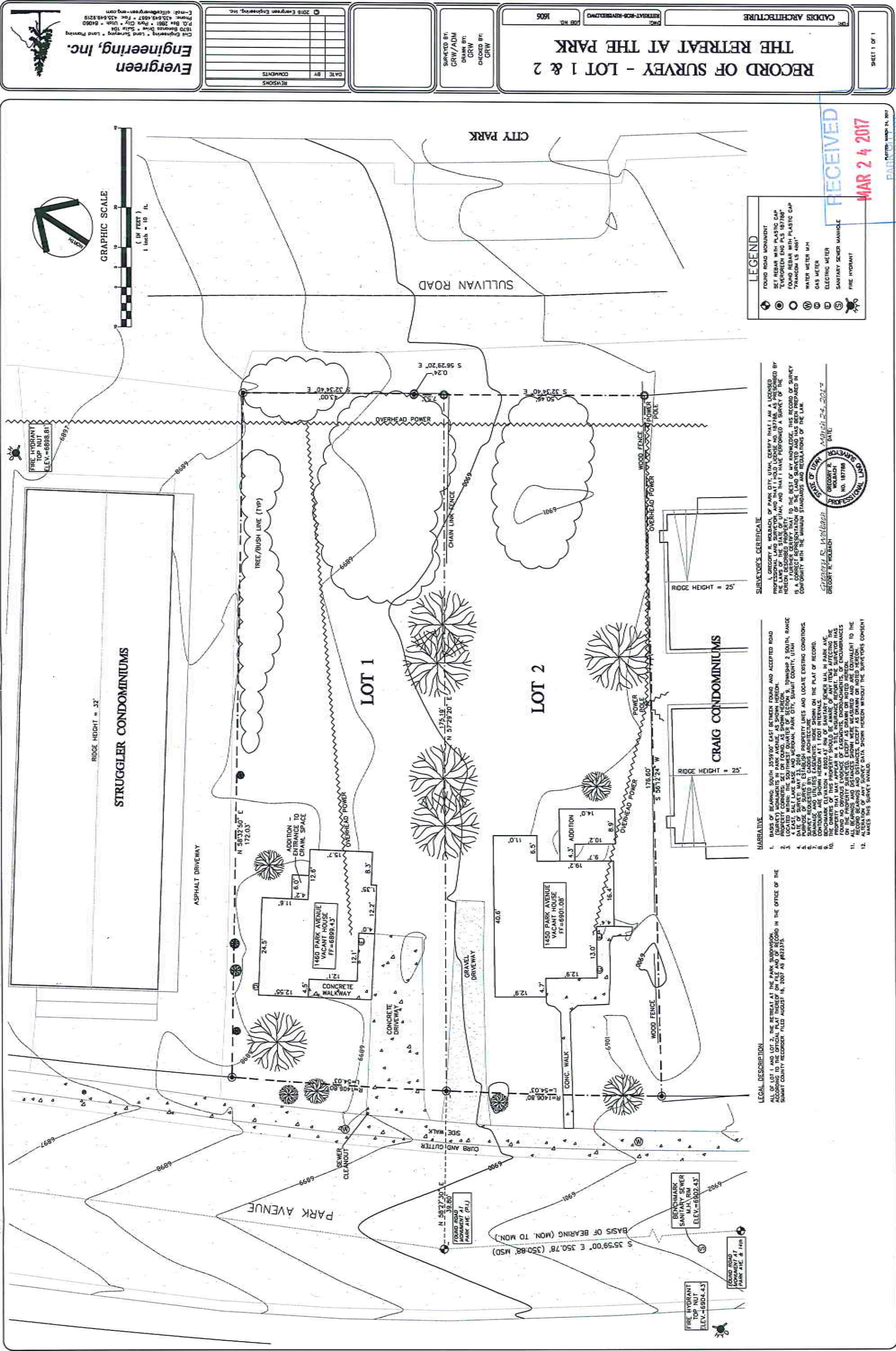
ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat



Evergreen
Engineering, Inc.
1570 Bonanza Drive • Suite 104
Park City, Utah • 84060
Phone: 435.643.6837 • Fax: 435.643.8219
E-mail: office@evergreen-eng.com

REVISIONS	DATE	BY	COMMENTS

2016 Evergreen Engineering, Inc.
DRAWN BY: CRW
CHECKED BY: CRW
DATE: 10/05/16

RECORD OF SURVEY - LOT 1 & 2
THE RETREAT AT THE PARK
JOB NO. 1606
CADDIS ARCHITECTURE

SHEET 1 OF 1

Exhibit D















DATE: July 13, 2017

TO HONORABLE MAYOR AND COUNCIL

The property owner proposes to record a Condominium Record of Survey that creates a total of eight (8) residential units. The property is located at 1450 (Lot 2) and 1460 (Lot 1) Park Avenue. There are historic houses located at both 1450 and 1460 Park Avenue; they are both listed as Significant on the City's Historic Sites Inventory (HSI). The applicant has already started construction on three (3) new houses on each lot, for a total of 6 new single-family houses. The applicant wishes to condominiumize the property in order to sell the individual units.

Respectfully:

Anya Grahn, Planner II



City Council Staff Report

Subject: Retreat at the Park Condominiums (1450-1460 Park Avenue)
Author: Anya Grahn, Historic Preservation Planner
Department: Planning Department
Date: July 13, 2017
Type of Item: Legislative—Subdivision

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the Retreat at the Park Condominiums located at 1450-1460 Park Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Description

Applicant: Park City Municipal Corporation, represented by Rhoda Stauffer
Location: 1450-1460 Park Avenue
Zoning: Historic Residential-Medium Density District (HRM)
Adjacent Land Uses: Commercial and Residential
Reason for Review: Condominium Plats require Planning Commission review and City Council review and action

Executive Summary

The property owner proposes to record a Condominium Record of Survey that creates a total of eight (8) residential units. The property is located at 1450 (Lot 2) and 1460 (Lot 1) Park Avenue. There are historic houses located at both 1450 and 1460 Park Avenue; they are both listed as Significant on the City's Historic Sites Inventory (HSI). The applicant has already started construction on three (3) new houses on each lot, for a total of 6 new single-family houses. The applicant wishes to condominiumize the property in order to sell the individual units.

Acronyms

CUP	Conditional Use Permit
HDDR	Historic District Design Review
HPB	Historic Preservation Board
HRM	Historic Residential-Medium Density District
HSI	Historic Sites Inventory
LMC	Land Management Code

Background

On March 29, 2007, Ordinance 07-20 approved the creation of two (2) legal lots of record from two (2) metes and bounds parcels at 1450-1460 Park Avenue. Later that year, the Retreat at the Park Subdivision was recorded on August 16, 2007.

In 2009, the City purchased the properties at 1450-1460 Park Avenue through the Lower Park Redevelopment Agency with the intent of creating an affordable housing project. In March 2012, City Council began collaborating with Green Park Cohousing, LLC on the purchase of the property following an RFP process. Following the approvals of the Conditional Use Permit (CUP) and a plat amendment that was not recorded, Green Park Cohousing withdrew their applications as they were unable to secure financing for the project.

The City has since chosen to develop these two lots at 1450-1460 Park Avenue. The applicant is proposing to rehabilitate the existing two (2) historic houses at 1450 and 1460 Park Avenue as well as build six (6) new single-family houses; there will be a total of eight (8) affordable housing units located on the two (2) properties.

On December 8, 2015, the Planning Department received two Historic District Design Review (HDDR) applications for the rehabilitation and relocation of the historic houses at 1450-1460 Park Avenue; the applications were deemed complete on December 17, 2015. On February 3, 2016, the Historic Preservation Board (HPB) approved material deconstruction at 1450 and 1460 Park Avenue. The relocation of the house at 1450 Park 8'6" and the historic house at 1460 Park 5'5" to the west towards Park Avenue were approved by the HPB on March 2, 2016. The HDDR applications for the rehab of the historic homes were approved by the Planning Department on June 14, 2016; the HDDRs to construct the new single-family dwellings behind the historic house were approved on November 21, 2016.

On May 2, 2016, the Planning Department received CUP applications for access off Sullivan Road; the applications were approved by the Planning Commission on July 13, 2016. [See [Report \(page 231\)](#) + [Minutes \(page 51\)](#).] The CUPs included conditions of approval that required the applicant to dedicate a façade preservation easement to the City for both the historic structures at 1450 and 1460 Park Avenue following its restoration and prior to sale of the historic building to a private property owner; staff has included this in the conditions of approval for this condominium plat as well.

On December 1, 2016, the Planning Department received a completed Condominium Record of Survey application for the Retreat at the Park Condominiums. The property is located at 1450 – 1460 Park Avenue in the HRM District.

The Park City Planning Commission reviewed this plat amendment request on June 28, 2017. The Planning Commission expressed concern and frustration that this plat amendment was being reviewed after the houses were under construction. Further, they were irritated that they had not had greater opportunity to review the proposed parking layout for the site prior to the Conditional Use Permit (CUP) request. The Planning Commission forwarded a positive recommendation to City Council for the plat amendment with a three-to-one vote; the Planning Commission Chair does not vote. [See [Planning Commission Report](#) (starting page 372) and [Draft Minutes](#) (starting page 22).]

Analysis

A condominium is not a type of use but a form of ownership. The proposed Condominium Record of Survey plat identifies private, common, and limited common ownership areas within the existing and proposed building and site.

The proposed Retreat at the Park condominium plat is consistent with the purpose statements of the HRM District and meets all Land Management Code (LMC) requirements. The applicant is in the process of rehabilitating the existing historic houses and constructing six (6) additional houses behind each of the historic houses on site in order to provide a total of eight (8) affordable housing units at 1450-1460 Park Avenue.

A single-family dwelling is an allowed use in the HRM District. The minimum lot area for a single-family dwelling is 1,875 square feet. The applicant is proposing to rehabilitate the two historic houses and construct three (3) additional houses on each lot in order to provide a total of eight (8) affordable housing units at 1450 and 1460 Park Avenue. The lot size required for eight (8) dwelling units is 9,625 square feet. The proposed combined lot size of 18,294.43 feet is 1.9 times larger than what is required.

Per LMC 15-2.4-6 existing historic structures that do not comply with off-street parking requirements are valid non-complying structures. The historic houses at 1450 and 1460 Park Avenue are designated as “Significant” on the City’s Historic Sites Inventory (HSI), and is not required to provide parking. The six (6) new single-family dwellings proposed on the lot are required to provide two (2) parking spaces each for a total of twelve (12) spaces. Three (3) spaces will be accessible from Park Avenue while the remaining nine (9) spaces will be accessible from Sullivan Road. The applicant will assign parking in the CC&Rs and a proposed parking plan has been submitted as Exhibit

	Permitted in HRM	Proposed in HDDR and Under Construction	
		Lot 1 (1450 Park Ave)	Lot 2 (1450 Park Ave)
Lot and Site Requirements	9,625 SF	9,073 SF; <i>complies</i>	9,212 SF; <i>complies</i>
Lot Width	37.50 ft., measured fifteen feet (15') from the Front Lot Line	53 ft.; <i>complies</i>	54 ft.; <i>complies</i>
Setbacks Front Yard Rear Yard Side Yard	15 ft. 10 ft. 5 ft.	15.7 ft. 30 ft. 5 ft. north; 11 ft. south	15.7 ft. 31 ft. 5 ft. south; 10 ft. north

		<i>complies</i>	<i>complies</i>
Height	27 ft.	26 ft. 8 inches; <i>complies</i>	26 ft. 8 inches; <i>complies</i>
Parking	Two spaces are required for each residential unit. The historic houses are not required to provide parking; therefore, a total of twelve (12) parking spaces are required.	2 parking spaces will be accessible from Park Avenue, and the remaining 4 spaces will be accessible from Sullivan Road. <i>complies</i>	1 parking space will be accessible from Park Avenue, and the remaining 5 spaces will be accessible from Sullivan Road. <i>complies</i>

Condominium Conversions

LMC § 15-4-12 indicates that existing structures shall not be converted to condominium ownership without first receiving the review and recommendation of the Planning, Engineering and Building Departments, City Attorney, and Record of Survey Plat approval from the City. Furthermore, required public improvements and landscaping shall be completed at the time of conversion or security provided to ensure completion as provided by ordinance.

In December 2015, the City issued a building permit to construct the three (3) new single-family houses behind the historic house. The applicant is still working on this active building permit. The structures, as approved on plans, are to be built per current building codes as approved.

The applicant is proposing the following units be platted as private ownership:

Common Area	12,736.3 SF
Limited Common Area	
Unit 1450A	100.3 SF
Unit 1450B	139.3 SF
Unit 1450C	139.3 SF
Unit 1450D	160.0 SF
Unit 1460A	124.1 SF
Unit 1460B	139.3 SF
Unit 1460C	139.3 SF
Unit 1460D	219.0 SF
Private Area (Units)	
Unit 1450A	713.1 SF
Unit 1450B	944.5 SF
Unit 1450C	944.5 SF
Unit 1450D	1,170.6 SF
Unit 1460A	629.2 SF

Unit 1460B	944.5 SF
Unit 1460C	944.5 SF
Unit 1460D	944.5 SF

Soils Boundary

The site is not located within the Sensitive Lands Overlay District. There are no known physical mine hazards. The site is within the Soils Ordinance Boundary and the site will have to meet requirements of the Soils Ordinance. It is also located in FEMA flood Zone A.

Good Cause

Staff finds Good Cause for the Condominium Record of Survey as the requested form of ownership is not detrimental to the overall character of the neighborhood. In addition, it allows for the sale of the individual units.

Process

The approval of this Condominium Record of Survey 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. Snyderville Basin Water Reclamation District (SBWRD) requested that the applicant show and label their easement on the plat. This has been incorporated as Condition of Approval #6. No additional issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet on May 10, 2017. Legal notice was also published in the Park Record according to requirements of the Land Management Code on May 13, 2017, and June 10, 2017.

Public Input

No public input has been received by the time of this report.

Alternatives

- The Planning Commission may forward a positive recommendation to the City Council for the Retreat at the Park Condominiums plat as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Retreat at the Park Condominiums plat and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on Retreat at the Park Condominiums plat.

Significant Impacts

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

Consequences of Not Taking Recommended Action

The proposed building would remain as is and the property owner would not have the option to sell the units individually.

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the Retreat at the Park Condominiums located at 1450-1460 Park Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Condominium Record of Survey plat

Exhibit B – Recorded Retreat at the Park Plat Amendment

Exhibit C – Aerial Photograph

Exhibit D – Site Photographs

Ordinance No. 2017-39

**AN ORDINANCE APPROVING THE RETREAT AT THE PARK CONDOMINIUMS
LOCATED AT 1450-1460 PARK AVENUE, PARK CITY, UTAH.**

WHEREAS, the owner of the property located at 1450-1460 Park Avenue have petitioned the City Council for approval of the Condominium Record of Survey; and

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

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

WHEREAS, the Planning Commission held a public hearing on June 28, 2017, to receive input on plat amendment; and

WHEREAS, the Planning Commission, June 28, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, on June 15, 2017, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Retreat at the Park Condominiums.

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

SECTION 1. APPROVAL. Retreat at the Park Condominiums plat 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 1450-1460 Park Avenue in the Historic Residential-Medium Density (HRM) District.
2. The subject property consists of Lots 1 and 2 of the Retreat at the Park Subdivision approved by the City Council as Ordinance 07-20 and recorded at Summit County on August 16, 2007.
3. On December 8, 2015, the Planning Department received two Historic District Design Review (HDDR) applications for the rehabilitation and relocation of the historic house at 1450 and 1460 Park Avenue. The HDDR applications were approved on November 21, 2016.

4. On February 3, 2016, the Historic Preservation Board (HPB) approved the material deconstructions for 1450 and 1460 Park Avenue. The relocation of the house at 1450 Park 8'6" to the west and the house at 1460 Park 5'5" to the west towards Park Avenue was approved by the HPB on March 2, 2016.
5. On July 13, 2016, the Planning Department approved Conditional Use Permits (CUP) to allow access off Sullivan Road.
6. On March 20, 2017, the Planning Department received a Condominium Record of Survey application for the Retreat at the Park Condominiums; it was deemed complete April 14, 2017.
7. The property owner proposes to record a Condominium Record of Survey that creates a total of eight (8) units.
8. A condominium is not a type of use but a form of ownership.
9. The proposal complies with the allowed uses in the HRM District.
10. Together, Lots 1 and 2 of the Retreat at the Park Subdivision contain 18,294.43 square feet. This is greater than the minimum lot size required for eight (8) dwelling units which is 9,625 square feet.
11. The minimum lot width in the HRM District is 37.50 feet; together, Lots 1 and 2 are 108.25 feet in width.
12. The required front yard setback is 15 feet in the HRM District; the applicant is providing a 15 foot front yard setback.
13. The required rear yard setback is 10 feet in the HRM District; the applicant is proposing a 30 foot setback.
14. The required side yard setback is 5 feet in the HRM District; the applicant is proposing 5 feet along the north and side yards.
15. A single-family dwelling is an allowed use in the HRM District.
16. The proposed Condominium Record of Survey Plat is appropriate as the requested form of ownership is not detrimental to the overall character of the neighborhood.
17. This application allows the following residential units to be platted as private ownership:
 - a. Unit 1450A: 713.1 square feet
 - b. Unit 1450B: 944.5 square feet
 - c. Unit 1450C: 944.5 square feet
 - d. Unit 1450D: 1,170.6 square feet
 - e. Unit 1460A: 529.2 square feet
 - f. Unit 1460B: 944.5 square feet
 - g. Unit 1460C: 944.5 square feet
 - h. Unit 1460D: 944.5 square feet
18. The total private ownership of this project is 7,235.4 square feet.
19. This application allows the following residential units to be platted as limited common ownership:
 - a. Unit 1450A: 100.3 square feet
 - b. Unit 1450B: 139.3 square feet
 - c. Unit 1450C: 139.3 square feet
 - d. Unit 1450D: 160.0 square feet
 - e. Unit 1460A: 124.1 square feet

- f. Unit 1460 B: 139.3 square feet
- g. Unit 1460C: 139.3 square feet
- h. Unit 1460D: 219.0 square feet
- 20. The application allows for 1,160.6 square feet of limited common area.
- 21. This application allow for 12,736.3 square feet in common area.
- 22. The proposed Record of Survey consists of common area, private residential, limited common residential, and private commercial.
- 23. The exterior and boundary walls, floor joists, foundations, roofs, mechanical areas, utility chase, etc. are to be platted as common space.
- 24. The site is not located within the Sensitive Lands Overlay District. There are no known physical mine hazards. The site is within the Soils Ordinance Boundary and the site will have to meet the Soils Ordinance. It is also located in FEMA flood zone A.
- 25. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

- 1. The Condominium Plat is consistent with the Park City Land Management Code and applicable State law regarding condominium record of survey plats.
- 2. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
- 3. Approval of the Condominium Plat, 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 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 at the County within one year from the date of City Council approval and after the homes are completed to ensure that the condo plat reflects the built conditions. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
- 3. Required public improvements and landscaping, as applicable, shall be completed at the time of conversion or security provided to ensure completion as provided by ordinance.
- 4. The applicant shall dedicate façade preservation easements to the City for the historic structures at 1450 and 1460 Park Avenue following their restoration and prior to sale of the historic building to private property owners.
- 5. The property is located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) boundary. Prior to building permit issuance, a soils management plan must be submitted and final construction must comply with the Soils Ordinance.
- 6. The applicant shall show and label their easement with Snyderville Basin Water Reclamation District (SBWRD) on the condo plat amendment.

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

PASSED AND ADOPTED this 13th day of July, 2017.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

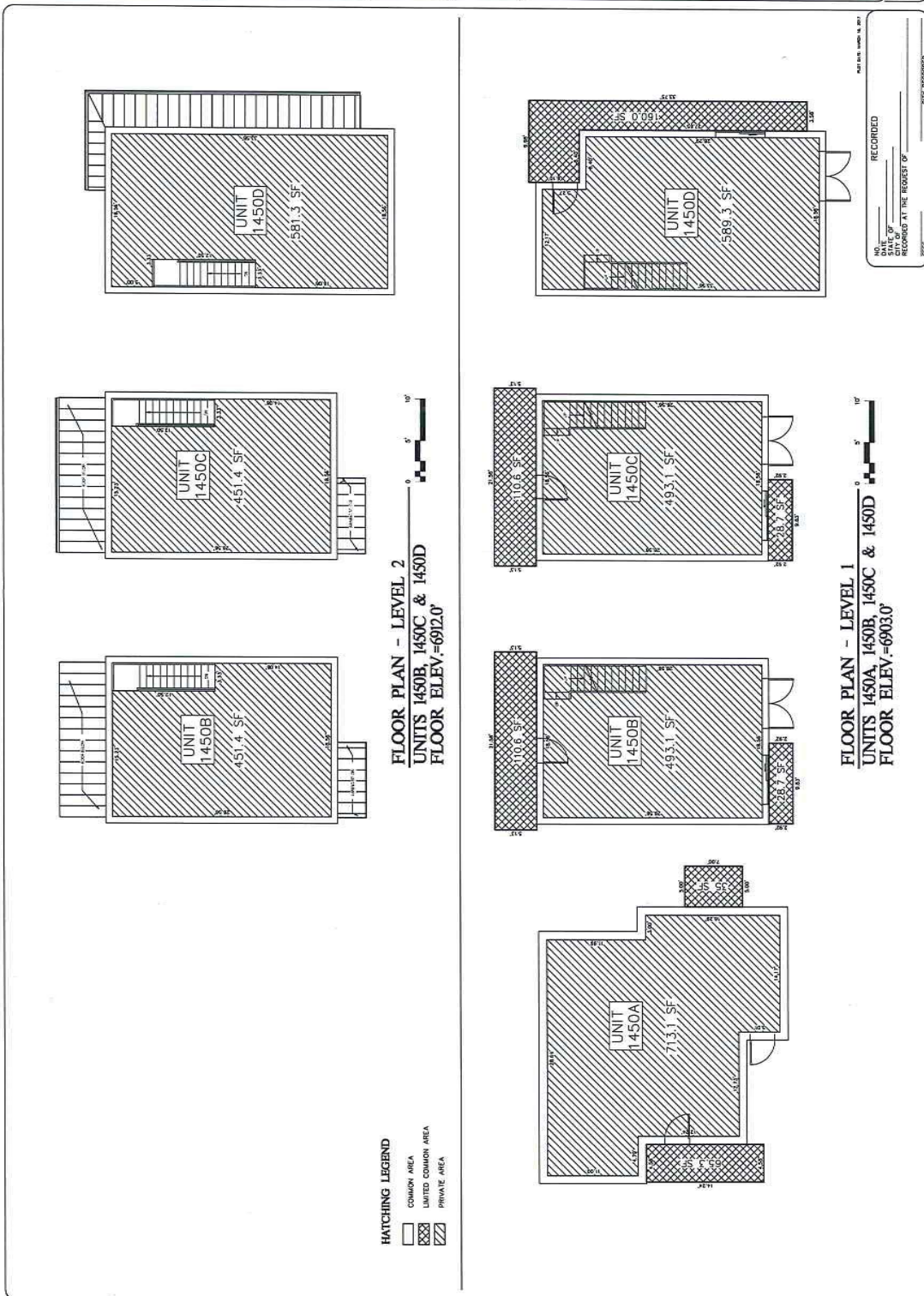
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

[illegible]



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Evergreen Engineering, Inc.
1000 West 1000 North, Suite 100
Provo, UT 84601
Phone: (801) 438-1111
Fax: (801) 438-1112
www.evergreeneng.com

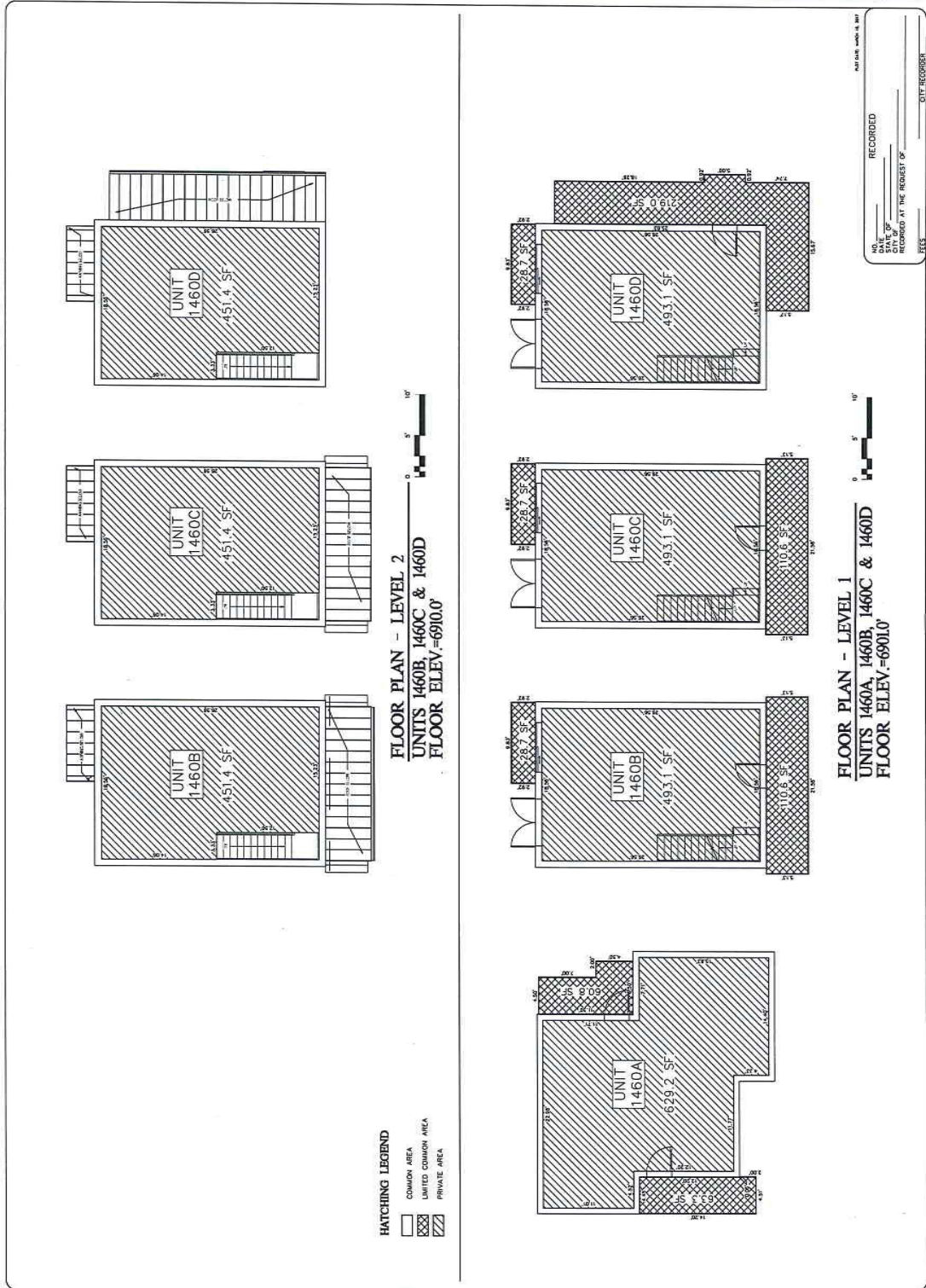
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PARK CITY MUNICIPAL CORP.
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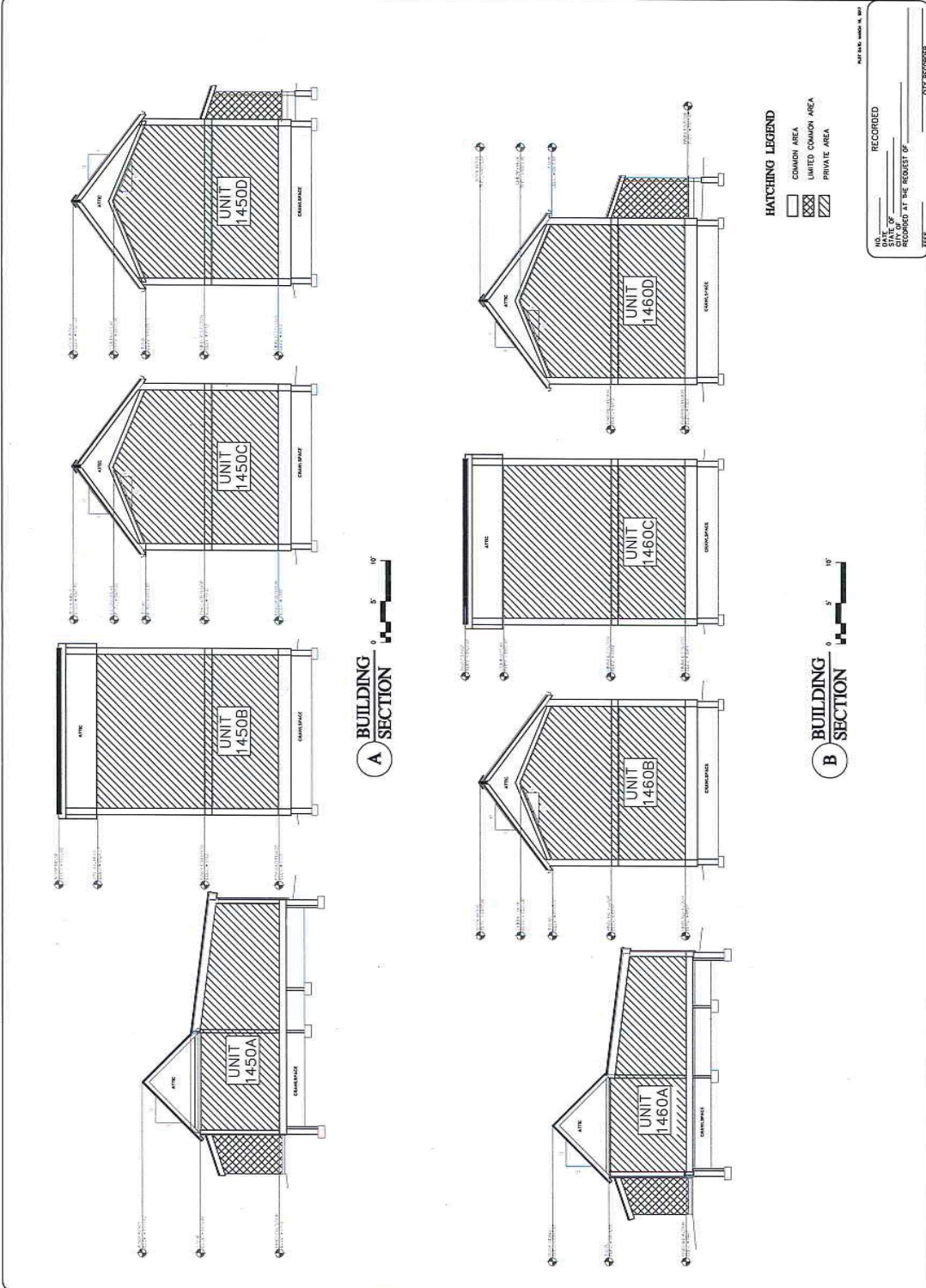
THE RETREAT AT THE PARK CONDOMINIUMS
FLOOR PLANS
UNITS 1460A, 1460B, 1460C, 1460D

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SHEET 1 OF 4



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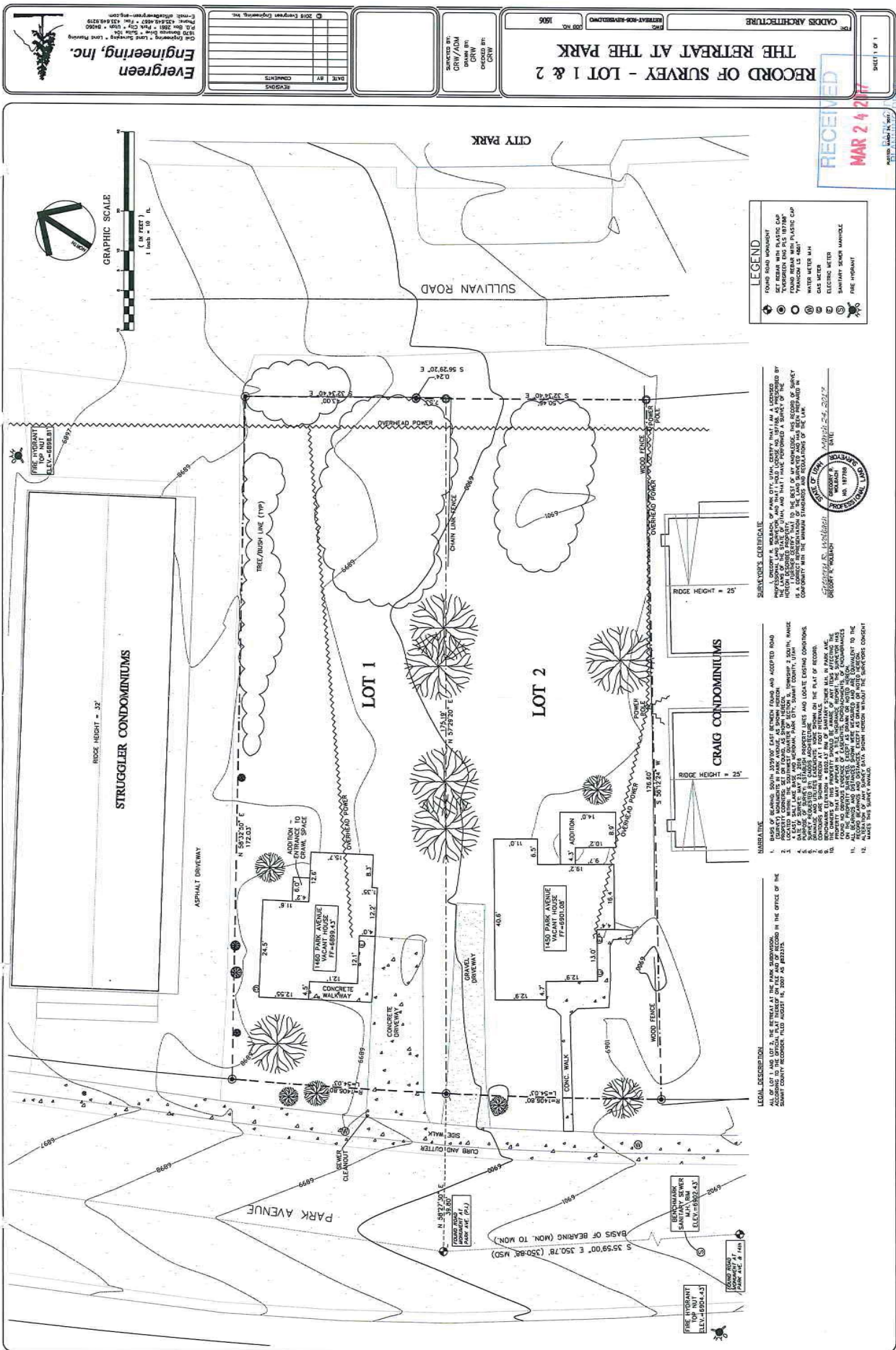


Exhibit E











