PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 25, 2015

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, June 25, 2015.

A majority of Council members will be attending a joint Utah Department of Transportation and Utah Transportation Commission meeting starting at 11:00am at the Sheldon Richins Building, 6505 N Landmark Drive Park City, UT 84098. A subsequent bus tour of Summit County/Utah Department of Transportation related projects is scheduled to take place starting at 12:00pm.

HISTORIC PRESERVATION BOARD INTERVIEWS

1:15 PM Historic Preservation Board Interviews Pg 4

2:50 PM **CLOSED SESSION**

To discuss Property, Personnel and Litigation

4:00 PM **WORK SESSION**

Council Questions and Comments and *Manager's Report: Construction Update, Rain Barrel Update, Bonanza Park-Form Based Code Update*

4:15 PM Transportation Planning Update and Presentation by UDOT Signal Engineer Pg 19

5:15 PM Main Street Balcony Enclosure Program Proposal Pg 22

5:45 PM Victim Advocacy Program Update Pg 87

REGULAR MEETING

6:00 PM

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV. CONSIDERATION OF MINUTES Pg 91

1. Consideration of Minutes for the June 4, 2015 City Council Meeting

V. CONSENT AGENDA

1. Consideration Authorizing the City Manager to Sign the Service Provider/Professional Services Agreement in a Form Approved by the City Attorney with Nelson Nygaard for Consulting Services to Develop a Parking Strategic Management Plan in an Amount Not to Exceed $141,715. Pg 102

2. Consider Authorizing the City Manager to Enter into an Agreement with Avail Technologies in the Amount of $587,325 to Provide Ongoing Maintenance and Support for the Transit Department's Intelligent Transportations System (ITS) for the Next Three Years and Implement Necessary Functionality Upgrades (Including Digital Real-Time Signs at Bus Shelters) to Hardware and Software Systems. Pg 110

3. Consideration Authorizing the City Manager to Proceed with Phase I of the 1450-1460 Park Avenue Affordable Housing Project and Execute a Special Service Contract for Phase I in a Form Approved by the City Attorney's Office with Caddis PC in an Amount Not to Exceed Eighteen Thousand Dollars ($18,000). Pg 122

4. Council Consideration to Authorize the City Manager to Enter into a Service Provider Agreement with the Vitcus Advisors LLC, for Conceptual Designs and Cost Estimates on a Potential Expansion to the Park City Ice Arena in an Amount, Not to Exceed Thirty Thousand Dollars ($30,000), in a Form Approved by the City Attorney. Pg 142

5. Consideration Authorizing the City Manager to Enter into a Construction Contract in the Amount of $102,302 with North Ridge Construction for the Installation of Shade Structures at Creekside Park and Park City Sports Complex (PCSC) in a Form Approved by the City Attorney. Pg 178

VI. OLD BUSINESS

1. Consideration of the 205 Main Street Plat Condominium Record of Survey Pursuant to Findings of Fact, Conclusions of Law and Conditions of Approval in a Form Approved by the City Attorney. Pg 182

Public Hearing/Action

VII. NEW BUSINESS

1. 2015 Wildfire Season and Possible Ordinance Prohibiting Open Fires and Restricting the Use of Fireworks Pg 217

Public Hearing/Action

2. Consideration of a Lease Agreement on City Property for Outdoor Dining by Fletcher's Restaurant Located at 562 Main Street. Pg 226

Public Hearing/Action

3. Consideration of the Stein Eriksen Residences Condominium Plat Amending North Silver Lake Condominium Plat Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney. Pg 240

Public Hearing/Action

4. Consider Holding a Public Hearing Regarding Various Land Management Code Amendment Updates and Continuing to July 16, 2015.

Public Hearing/CONTINUE TO JULY 16, 2015

5. Consideration of an Ordinance Approving Amendments to the Land Management Code Revising Chapter 2.24: Transfer of Development Rights (TDRs)

Public Hearing/CONTINUE TO A DATE UNCERTAIN

VIII. *(6:45 PM)* Recreation Advisory Board Interviews

IX. 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 p.m. to 9 p.m. Posted: 06/22/15 See: www.parkcity.org

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

There are four (4) seats on the Historic Preservation Board for full terms expiring May 2018. Existing Historic Preservation Board members David White and Hope Melville have requested to be reappointed. Board members are not required to be residents of Park City.
The Historic Preservation Board members have special priorities and qualifications outlined in Section 15-11-2 (B) of The Land Management Code:

"Members of the HPB shall serve terms of three (3) years. The terms shall be staggered. Terms may expire May 1, however, members of the HPB shall continue to serve until their successors are appointed and qualified." "It is the first priority of the City Council that the HPB have technical representation in Historic Preservation, therefore, when vacancies occur and if appropriate, it shall be the first consideration of the City Council to ensure that there is a licensed architect, or other professional having substantial experience in rehabilitation-type construction, serving on the HPB, and secondly that there is representation from the Park City Historical Society."

Respectfully:

Louis Rodriguez, Planning Analyst II

Historic Preservation Board

Board Information

Historic Preservation Board

Puggy Holmgren	Term: 09/14 – 09/17	
Marian Crosby	Term: 07/12 – 05/15	Eligible
Lola Beatlebrox	Term: 09/14 – 09/17	
David White	Term: 07/12 – 05/15	Eligible
Cheryl Hewett	Term: 09/14 – 09/17	
John Kenworthy	Term: 07/12 – 05/15	Eligible
Hope Melville	Term: 07/12 – 05/15	Eligible

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TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 11 - HISTORIC PRESERVATION

Chapter adopted by Ord. No. 02-07; Chapter Amended in Entirety by Ord. No. 03-34

CHAPTER 11 – HISTORIC PRESERVATION

15-11-1. ESTABLISHMENT OF BOARD.

Pursuant to the Historic District Act, Section 11-18-1, et seq. of the Utah Code, 1953, and other applicable power, there is hereby created a Park City Historic Preservation Board (HPB). The HPB shall be composed of seven (7) members.

(Amended by Ord. No. 06-69)

15-11-2. TERMS AND QUALIFICATIONS OF MEMBERS.

Members of the HPB shall serve terms of three (3) years. The terms shall be staggered. Terms may expire on May 1, however, members of the HPB shall continue to serve until their successors are appointed and qualified.

(A) The Mayor shall appoint a new HPB member to fill vacancies that might arise and such appointments shall be to the end of the vacating member's term.

(B) It is the first priority of the City Council that the HPB have technical representation in Historic preservation, therefore, when vacancies occur and if appropriate, it shall be the first consideration of the City Council to ensure that there is a licensed architect, or other professional having substantial experience in rehabilitation-type construction, serving on the HPB, and secondly that there is representation from the Park City Historical Society. After being notified by the City of a vacancy, at least two (2) nominations shall be rendered to the City Council by the Park City Historical Society if it desires to participate in the Application process.

(C) In addition, the HPB should include members with the following qualifications, or representing the following interests:

(1) A member recommended by or associated with the Utah State Historical Society or Utah Heritage Foundation.

(2) A member living in the Historic District with demonstrated

interest and knowledge of Historic preservation.

(3) A member appointed at large from Park City with demonstrated interest and knowledge of Historic preservation.

(4) A member associated with Main Street Business and commercial interests.

15-11-3. ORGANIZATION.

(A) **CHAIR**. The HPB shall elect one of its members to serve as Chair for a term of one (1) year at its first meeting following the expiration of terms and appointment of new members. The Chair may be elected to serve for one (1) consecutive additional term, but not for more than two (2) successive terms. If the Chair is absent from any meeting where a quorum would otherwise exist, the members may appoint a Chair Pro Tem to act as Chair solely for that meeting.

(B) **QUORUM**. No Business shall be conducted without a quorum at the meeting. A quorum shall exist when the meeting is attended by four (4) of the appointed members, including the Chair or Chair Pro Tem.

(C) **VOTING**. All actions of the HPB shall be represented by a vote of the membership. A simple majority of the members present at the meeting in which action is taken shall approve any action taken. The Chair may vote at the meetings.

(Amended by Ord. Nos. 07-34; 09-10; 11-05)

15-11-4. ABSENCE DEEMED RESIGNATION OR GROUNDS FOR REMOVAL.

Any HPB member who is absent from two (2) consecutive regularly scheduled Board meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the City Council and asked to resign or removed for cause by the Council. Members of the HPB are not required to reside within the City limits, however, the majority of the members shall reside in Park City.

15-11-5. PURPOSES.

The purposes of the HPB are:

(A) To preserve the City's unique Historic character and to encourage compatible design and construction through the creation, and periodic update of comprehensive Design Guidelines for Park City's Historic Districts and Historic Sites;

(B) To identify as early as possible and resolve conflicts between the preservation of cultural resources and alternative land Uses;

(C) To provide input to staff, the Planning Commission and City Council towards safeguarding the heritage of the City in protecting Historic Sites, Buildings, and/or Structures;

(D) To recommend to the Planning Commission and City Council ordinances that may encourage Historic preservation;

Recommended Questions for Board/Commission Interviews

Core Questions

1. What brought you to Park City?
2. What are your three favorite things about living in Park City?
3. Why do you want to serve on the Historic Preservation Board?
4. In basic terms, what should the City do to address the three critical issues outlined in your application?
5. Please provide an example of your previous involvement with the community and/or City where you had to make decisions based upon specific rules, regulations, or measurable standards?
6. What would make you leave Park City?
7. If you were appointed to the Historic Preservation Board and presented with a project that met all of the required rules and regulations, how would you proceed if there was both public and personal opposition to it?

Board Specific Questions

1.

2.

3.

Final Question

1. Do you have any questions or comments to share with the Council?

Possible Board Specific Questions – Historic Preservation Board

1. Take a moment to explain your understanding of the Historic Preservation Board's role.

2. It has been stated by members of the public and the media that the Historic District has lost its significance and its character. Do you agree or disagree?

3. Have you read the Historic District Guidelines? What are your thoughts? How do you feel they could be improved or where are they lacking?

4. Are you familiar with any other Historic Districts around the country using iniatives that might be applicable here?

5. What does historic preservation mean to you?

6. What is your favorite historic building in Park City and why?

7. What do you think about including ski era architecture as part of our Historic Sites Inventory?

8. What are some ways you feel the HPB could become more involved in the community?

9. What do you see as some of the challenges that will be faced by the City (Planning Department) in terms of historic preservation in the next five years?

10. What historic preservation related activities have you been involved with in the past – either locally or elsewhere?

MANAGER'S REPORT – 6/25/2015

Submitted by: **Craig Sanchez**
Subject: **Projects Report**

Main Street Streetscape

June - July

- 6- 17 Questar has completed their work on Main St. New main line and laterals from Heber to Trolley turnaround.
- June 20 - West side from 5th St. to Miners Plaza completed
- June 22 - July 3 - West side demo work at Miners Plaza, place new storm drain
- July 6 - July 30 - Complete work on West side 5th - 4th St.
- City Hall Plaza completed and open by July 3rd
- Crew will be off of Main Street from July 31 to August 9

For further information contact Craig Sanchez csanchez@parkcity.org <mailto:csanchez@parkcity.org>435-615-5206

Water Projects

Golf Course

- Sod restoration has been completed.

Judge Pipeline Project -

- June 19 - Three Kings Dr. project completed and paved
- June 8 - Begin work on 9th St. from Lowell to Norfolk, minimal road closures on Empire and Norfolk

For further information please contact Craig Sanchez at csanchez@parkcity.org <mailto:csanchez@parkcity.org> or 435-615-5206

Park Avenue Pathway

- Project begins on June 15th. Start at Helen's Hill just north of 224 - Park Ave and 248 - Kearns intersection proceed south.
- There will be lane closures on 224 - Park Avenue, western most lane.
- An 8-10' pathway, separated from the roadway, by a landscaped area, will be constructed along the entire west side of Park Avenue.
- A similar pathway, separated at various locations, will be constructed from the Christian Center to The Fresh Market on the east side of Park Avenue.
- Completion of the project is scheduled by November 15th, 2015.

For further information contact Heinrich Deters hdeters@parkcity.org

<mailto:hdeters@parkcity.org> 435-615-5205

Deer Valley Drive Phase 2 Project

Park City has allocated funds for the walkability and creating place project on Deer Valley Drive or the Deer Valley Drive Phase 2 Project. The area included within the Deer Valley Drive Phase 2 project includes the Deer Valley Drive corridor from the existing round-about east to the Snow Park Lodge, including the Deer Valley Drive loop.

- Currently conducting utility work
- Construction Completion - September 2015

For further information please contact Kim Clark Kim@v-i-a-consulting.com <mailto:Kim@v-i-a-consulting.com>or 801-860-7354

McHenry Avenue Project

Park City Municipal Corporation has been working on the street and utility improvements for McHenry Avenue.

- Currently conducting utility work
- Construction Completion - September 2015

For further information please contact Kim Clark Kim@v-i-a-consulting.com <mailto:Kim@v-i-a-consulting.com>or 801-860-7354

Street Projects -

- We are working on a schedule to patch the bottom of Bonanza Drive adjacent to Maverick. This project includes closing the South Bound Lane of Bonanza Drive from SR248 to Prospector Ave. rotomilling 3" of existing pavement and placing a new pavement surface.
- Our contractor, Morgan will mobilize and complete the work on a week night with an early morning reopening.

For further information please contact Troy Dayley troy@parkcity.org <mailto:troy@parkcity.org>435-615-5637

SR 224 - Marsac Avenue

- Comcast to begin work on June 15. Conduit and fiber to Montage. This section completed by July 3rd.
- UDOT mill and overlay of SR 224 from Marsac roundabout to snow gate above Montage. July 27th start. Arts Fest and Tour of Utah availability is paramount and in contractor specifications.

For further information please contact Brooks Robinson brooks@parkcity.org <mailto:brooks@parkcity.org>435-615-5309

Private Construction Projects

692 and 632 Main (Silver Queen)

- 692 - Work is continuing at this location
- 632 - Completion?

333 Main - completion August 2015

- Completing exterior work - painting and landscaping on Park Ave side
- Completing interior work -
- Final commercial space has been leased - interior finishes in July

820 Park Ave - Completion November 2015

- Crane moved on June 24th

205 Main Street - Completion Spring 2016

- Crane placed on June 24th upper Main Street road closures on June 23-24.

825 Main - completion late June

- Replacing deck at Town Lift Plaza

PCMR - Snowhut/Lift construction - Start date 5/14

- Traffic impacts to the Old Town area primarily Swede Alley, Upper Main St., King Rd
- Completion mid-November

Marriott - 780 Main St. - Completion June 26th

- Removal and replacement of current internal walkways - including waterproofing

Imperial - New ownership no plans submitted at this time, however there is a horse on the deck.

For further information please contact Craig Sanchez csanchez@parkcity.org <mailto:csanchez@parkcity.org>435-615-5206

Respectfully:

Craig Sanchez,

MANAGER'S REPORT – 6/25/2015

Submitted by: Jason Christensen, Water Resources Manager
Matt Abbott, Environmental Project Manager

Utah Rivers Council Rain Barrel Program

On Tuesday, June 2, 2015 Nick Schou <http://www.utahrivers.org/about/staff-2/>, Conservation Director for the Utah Rivers Council <http://www.utahrivers.org/>, approached Mayor Jack Thomas and staff regarding an updated rain barrel program. This conversation built on a previous conversation with City staff. Utah Rivers Council has improved their offering after their discussions in 2014 with staff. Utah Rivers Council has partnered with a company called Rain Water Solutions. Rain Water Solutions manages the program, including order taking, invoicing, and distribution (see <http://www.rainbarrelprogram.org/urc> for an expired example of the order page). A municipality's involvement in this program is limited to basic promotion and possible subsidization of rain barrels.

Rain collecting in Utah has been authorized by the State Legislature, and individuals generally may collect up to 100 gallons without registering with the State, and up to 2,500 gallons after registering with the State. <http://www.waterrights.utah.gov/forms/rainwater.asp>

On June 4, 2015 Mayor Jack Thomas asked for and received Council support for staff to investigate this program and return and report as part of a Managers Report.

Unless otherwise directed, staff will partner with Utah Rivers Council and encourage our customer's to purchase a subsidized rain barrel through a website managed by Rain Water Solutions. This offering will be restricted to Park City Water's customers. Utah Rivers Council is responsible for promotional marketing, outreach, and any local partnerships. The City will subsidize barrels purchased by $34 per barrel, a 46% discount of the $74. This means a customer will pay $40 per barrel. Park City's Water Department has a CIP budget for rebates and incentives on Smart Irrigation Controllers. Staff is proposing to use the funding source to cover the subsidy of $34 per barrel for up to 300 barrels, or $10,200. Use of funding at this amount will not jeopardize the existing smart controller rebate program. In addition, Utah Rivers Council has found that limiting the total quantity increases participation rates. Outside of subsidizing the cost of the barrels, Utah Rivers Council has asked City staff to assist with basic marketing. Staff will include outreach in the next Home Water Report, and time permitting; will create an ad campaign in the Park Record. Given the time-frame, a mailer in a water bill is not feasible. The Utah Rivers Council's tentative timeline is to open up the website for orders about the first week of July and close the order window by the first week of August.

Staff has been in contact with Recycle Utah to identify opportunities for collaboration. Recycle Utah has expressed an interest in participating in outreach and creating a similar opportunity for basin residents to purchase rain barrels. Staff will continue to develop these opportunities with the primary goal being to make this rain barrel purchase happen this year, and a secondary goal of collaboration with others including Recycle Utah.

Respectfully:

Jason Christensen, Water Resources Manager
Matt Abbott, Enviromental Project Manager

MANAGER'S REPORT – 6/25/2015

Submitted by: **Matt Dias**
Subject: **Bonanza Park Planning Initiatives & Form-Based Code**

Recently, the Mayor, City Council, Planning Commissioners and multiple community stakeholders have inquired about the status of the City's planning efforts in Bonanza Park, including the Form-Based Code initiative. Given a variety of factors, such as the recent community feedback and the loss of planning staff leading this effort, staff is working to accomplish many of the original goals of both the Bonanza Park Area Plan and the General Plan, using a variety of tools other than Form-Based Code. For reference, some of the original goals that we continue to pursue for the Bonanza Park neighborhood are:

- A **mixed-use** neighborhood for resident to **live and work**;
- An **authentic, affordable** neighborhood;
- A **diverse housing** types and options;
- Employ a variety of **transportation** alternatives;
- An **employment** hub;
- Utilize **sustainable redevelopment** practices;
- Improve **connectivity** (roadways, trails, sidewalks, and park(s); and
- Preserve **entry corridor** experience.

As a result of these goals, several initiatives are either underway or ongoing that have the potential to play a significant role in shaping and influencing any future redevelopment projects currently entitled within the Bonanza Park area. Given what is already permitted and our strong economy, it is no secret that Bonanza Park is a likely location for some levels of significant redevelopment. Staff believes the initiatives below will help influence, inform, and provide many different opportunities for community input and feedback for this area, in particular:

TRANSPORTATION INITIATIVES: The transportation aspects of Bonanza Park are perhaps the most critical, next to placemaking and form, for helping to resolve some of the challenges that threaten our sense of small town and community. This area could become the keystone of the overall transportation puzzle given its central geographic location, proximity to both State highways, and potential for improved connectivity with the resorts, other business districts and surrounding neighborhoods. Staff is confident that a multi-faceted approach to transportation planning can help shape already entitled future development in this area, in a manner that attempts to support Council goals. For example:

Bonanza Park/Lower Park Ave. Transportation/Parking/Land Use Plan:
The goal is to develop a comprehensive set of parking and mobility solutions (car, pedestrian,

bicycle, pathways, etc.) for Bonanza Park, the Lower Park Avenue neighborhood, and Park City Mountain Resort that supports complimentary connections to the broader community, including:

- Recommending resort/event parking in locations with adequate infrastructure to serve peak demands efficiently;
- Outlining non-automotive transportation links (transit, pedestrian, bicycle, aerial) between Bonanza Park, Lower Park Avenue, Park City Mountain Resort and Main Street; and
- Developing a transportation-parking sitting and feasibility plan, including estimates of probable construction and O&M cost over a 15 year period.
    - *Results expected December 2015, with interim deliverables in August 2015.*

Transportation Demand Management:

The focus is to outline strategies that reduce Vehicle Miles Traveled and Single Occupant Vehicles trips during peak hours, as well as promote programs and infrastructure that support the pedestrian and bicyclist experience. The implementation plan will include strategies that maximize the efficiency of our existing transportation systems, including highways, local roads, transit and trails for all types of users.

- *Results expected in January 2016 with interim deliverables September 2015.*

SR 248 Corridor Management Plan:

The focus is on traffic projections and growth assumptions based on existing entitlements with previous highway/transit improvements recommended in the SR-248 Corridor Study. There will be a heavy transit emphasis and likely utilization of existing Park and Rides over time.

- *Results expected July 2015; Staff working with UDOT to move funding to FY17/FY 18.*

Parking Management Plan:

The focus is to create a comprehensive Parking Management Plan to increase efficiency of existing programs and infrastructure. Though focusing on Old Town, the strategies are applicable to all areas of the City, particularly areas not yet built out.

- *Results expected February 2016.*

Short Range Transit Development Plan:

The focus is to increase ridership with a 1-7 year horizon, yet implementation strategies for years 1-3. These may include additional transit hubs and/or secondary transit hub locations, with support amenities to encourage and connect with different modes of transportation.

- *Results expected February 2016.*

The totality of these various transportation planning studies will provide a solid foundation for staff and Council to contemplate and examine future developments in areas of the City that remain undeveloped. For example, staff believes the Bonanza Park/Lower Park Ave. study, in particular, may fundamentally help support or negate the justification for different levels of public investment. Staff recommends waiting until these studies are completed and appropriately shared and reviewed with City Council and the community prior to further determinations in

Bonanza Park.

HOUSING INITIATIVES: Park City is on the cusp of what may be remembered as our most significant effort in our history to diversify our housing stock (affordable/attainable). Given the existing entitlements in Bonanza Park and therefore the considerable amount of change that can predicted over the coming decades, staff believes there are excellent opportunities to achieve some of Council's Housing Goals in this area, in particular. The following housing-related initiatives are underway:

Financial Support and Capital Projects:
The 5-Year Capital Improvement Plan provides $40 Million over the next five years for several different types of housing projects. The funding is from Sales Revenue Bonds against a combination of Lower Park Ave. Redevelopment Area property tax increment and future Additional Resort Communities Sales Tax revenue. Potential projects include:

- Development of housing in the Lower Park Avenue Redevelopment Area (RDA), including 1450-60 Park Avenue and other City owned land in the RDA;
- Development of housing on other City-owned properties;
- Land banking in order to amass and create more housing opportunities; and
- Property acquisition and pursuit of public-private partnerships to increase the supply of affordable and attainable housing.

Regulatory Updates & Improvements:
This initiative will focus on creating a stronger regulatory position when it comes to future development and housing requirements within Park City. Housing experts will review all our existing regulatory methodologies and policy approaches to affordable housing with the goal to identify opportunities that affect housing affordability as well as the connection between impacts generated by future development.

The study will also assess employee generation formulas, examine fee-in-lieu calculations, and specifically review our Land Management Code - especially Section 15-6-7, Master Planned Affordable Housing Developments. The outcome will hopefully provide an updated Housing Resolution that addresses Park City's demographic and economic trends in order to create an equitable and defensible approach to the challenging nexus between housing and the sustainability of Park City's community, economy and environment.

In addition, with Council support, staff is creating a *Blue Ribbon Commission on Housing* to provide input to proposed resolution and Land Management Code changes, to identify opportunities for increasing the supply of affordable and attainable housing in Park City, and to develop new approaches to facilitate affordable and attainable housing in Park City.

- *Results expected Fall of 2015.*

Taken together, these activities will play a prominent role in the future of Park City.

OTHER RELATED ISSUES:

Improving Connectivity/Mobility:
Staff believes that providing for well-connected, walkable community amenities in any future development projects in Park City and Bonanza Park are paramount to achieving Council goals of livability and community. Therefore, coordinated planning and implementation, funding mixed-use pathways, trails and alternative transportation modes via the existing Trails Master Plan budget and/or remaining Walkability Bond funds will be considered and recommended by staff when appropriate and resources allow. Some of the existing walkability funding could be available within the Bonanza Park area given its connectivity and mobility challenges.

Land Management Code & Master Planned Development
Staff is reviewing both the Land Management Code and Master Planned Development (MPD) requirements to better reflect the goals of the newly adopted General Plan. Staff believes doing both is critical; if we only change the MPD requirements, for example, sophisticated developers can build projects that fall just short of the trigger for MPD's, and we have seen some of this already in other areas of the City. A coordinated approach to updating both regulatory documents is underway in Planning and many aspects of the Form-Based Code can and will be utilized. Naturally, these efforts will be conducted in public before the Planning Commission and City Council, whereby stakeholders and other members of the public will have ample opportunities for feedback and suggestions.

TIMELINE:

Projects & Initiatives	**Timeline**
TRANSPORTATION	
Bonanza Park/Lower Park Ave. Transportation/Parking/Land Use Plan	***Jan 2016***
Transportation Demand Management	***Jan 2016***
SR 248 Corridor Management Plan	***July 2015***
Parking Management Plan	***Feb 2016***
Short Range Transit Development Plan	***Feb 2016***
HOUSING	
Financial Support and Capital Projects	***Ongoing***
Regulatory Updates & Improvements	***Fall 2015***
OTHER	
Improving Connectivity/Mobility	***Ongoing***
Land Management Code & Master Planned Development	***Ongoing***

Staff is available to answer any questions you may have regarding past and present activities underway regarding the Bonanza Park neighborhood.

Respectfully:

Matt Dias, Assistant City Manager

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

City Council has expressed a strong desire to develop a transportation demand management plan as part of a comprehensive transportation planning strategy.

On October 9, 2014, Transportation Planning staff presented City Council an update on the City's Transportation Master Plan. At that time Council reaffirmed goals set forth in the plan but expressed a strong desire to accelerate achievement of those goals and directed Staff to return with a plan including costs to accomplish an accelerated schedule.

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.

The City has contracted with Nelson Nygaard to perform the Transportation and Parking Siting and Feasibility Plan for the Park City Mountain Resort, Bonanza Park, and Lower Park Avenue area. The City is finalizing the contract with Fehr and Peers for the Transportation Demand Management plan. In addition, the Short Range Transit Development Plan and the Parking Management plan are in the procurement process and will be before the Council shortly for contract approval. Staff will give a brief update to Council on each of these studies.

Some of the common questions the City receives relate to the traffic signals on State Routes 224 and 248. The Park City area was the first in the state of Utah to have an adaptive traffic control system installed instead of standardized cycle timing. The system in place is commonly called SCATS, for Sydney (Australia) Coordinated Adaptive Traffic System. Staff invited Jamie Mackey, Statewide Signal Engineer from the Utah Department of Transportation to give a presentation on how SCATS works.

Respectfully:

Brooks Robinson, Senior Transportation Planner

City Council
Staff Report

Subject:	**Update on Transportation Planning and Presentation by Utah Department of Transportation Signal Engineer**
Author:	**Alfred Knotts, Transportation Planning Manager** **Brooks Robinson, Senior Transportation Planner**
Department:	**Transportation Planning**
Date:	**June 25, 2015**
Type of Item:	**Informational**

Executive Summary:
City Council has expressed a strong desire to develop a transportation demand management plan as part of a comprehensive transportation planning strategy, consistent with the strategies outline in the 2011 Park City Traffic and Transportation Master Plan and associated corridor plans. This report and June 25th update to City Council will serve as the monthly update on progress.

Acronyms used in this report:
SR State Road
TDM Transportation Demand Management

Background:
On October 9, 2014, Transportation Planning staff presented City Council an update on the City's Transportation Master Plan. At that time Council reaffirmed goals set forth in the plan but expressed a strong desire to accelerate achievement of those goals and directed Staff to return with a plan including costs to accomplish an accelerated schedule.

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 to advance Transportation Program goals and implementation.

Current Progress:

Transportation and Parking Siting and Feasibility Plan: The City has contracted with Nelson Nygaard to perform the Transportation and Parking Siting and Feasibility Plan for the Park City Mountain Resort, Bonanza Park, and Lower Park Avenue area. Kickoff and stakeholder meetings have been completed and the first deliverable is scheduled for submittal in mid-July.

Transportation Demand Management: Concurrently with the *Transportation and Parking Siting and Feasibility Plan*, the City is finalizing the contract with Fehr and Peers for the Transportation Demand Management (TDM) plan. On TDM strategy that is proceeding in advance of the TDM plan is a more aggressive marketing campaign to increase

transit visibility and ridership. This effort is being undertaken cooperatively between the City and Summit County and will result in both summer and winter marketing plans.

Short Range Transit Development Plan & Parking Management Plan: In addition the planning effort, the Short Range Transit Development Plan and the Parking Management plan are in the procurement process and will be before the Council shortly for contract approval. Staff will give a brief update to Council on each of these studies.

SR 248 Corridor Plan: Lastly, Fehr and Peers has also completed a reassessment of the 2009 SR 248 Corridor Plan and City staff will be presenting those results and recommendations to UDOT in the next two weeks.

Presentation on Traffic Signals on State Routes 224 & 248
Some of the common questions the City receives relate to the traffic signals on State Routes 224 and 248.

The Park City area was the first in the state of Utah to have an adaptive traffic control system installed instead of standardized cycle timing. The system in place is commonly called SCATS, for Sydney (Australia) Coordinated Adaptive Traffic System. Staff invited Jamie Mackey, Statewide Signal Engineer from the Utah Department of Transportation to give a presentation on how SCATS works which will be part of this programmatic update to Council on transportation.

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Riverhorse on Main wishes to construct a temporary, seasonal enclosure on their balcony that would provide additional restaurant space during the winter months (November 1st through April 30th). They believe other restaurants on Main Street would also benefit by having the ability to enclose their balconies, and the Riverhorse proposed that City Council develop a seasonal program similar to Street Dining on Main-the dining deck program. Staff has collaborated with the Building, Planning, Engineering, Finance, Sustainability, and Legal Departments to develop a pilot program proposal for the 2015-2016 winter season. Staff is requesting City Council review staff's proposed Winter Balcony Enclosure Program and provide input and direction for staff to move forward.

Respectfully:

Anya Grahn, Planner II

City Council
Staff Report

Subject:	**Winter Balcony Enclosures on Main**
Author:	**Anya Grahn, Historic Preservation Planner**
Department:	**Planning Department**
Date:	**June 25, 2015**
Type of Item:	**Work Session**

Summary Recommendations:
Staff recommends City Council review staff's analysis of the proposed balcony enclosures over the Main Street right-of-way during the winter months (November through April). If, consistent with Council direction in November 2014, City Council wishes to pursue a Winter Balcony Enclosure program, similar to the summer Street Dining on Main program, then City Council should provide input to staff regarding the proposed program.

List of Acronyms:

Administrative Conditional Use Permit	Admin-CUP
Common Area Maintenance fees	CAM
Conditional Use Permit	CUP
Historic Commercial Business District	HCB
Historic Preservation Board	HPB
Land Management Code	LMC
Right-of-Way	ROW
Square Foot	SF

Executive Summary:
Riverhorse on Main wishes to construct a temporary, seasonal enclosure on their balcony that would provide additional restaurant space during the winter months (November 1st through April 30th). They believe other restaurants on Main Street would also benefit by having the ability to enclose their balconies, and the Riverhorse proposed that City Council develop a seasonal program similar to Street Dining on Main—the dining deck program. Staff has collaborated with the Building, Planning, Engineering, Finance, Sustainability, and Legal Departments to develop a pilot program proposal for the 2015-2016 winter season. Staff is requesting City Council review staff's proposed Winter Balcony Enclosure Program and provide input and direction for staff to move forward.

Background:
On September 18, 2014, Seth Adams of the Riverhorse presented to City Council his concept for a winter balcony enclosure program. Riverhorse hopes to imitate the success of their tent's use during special events by constructing a temporary 120-day enclosure on the balcony from approximately November 15th through April 15th that would promote winter-time use. The temporary enclosure would add approximately 350

square feet of restaurant space on the balcony and seat approximately twenty (20) patrons, or about five (5) tables of four (4).

Staff met with City Council on November 13, 2014, to discuss creating a Winter Balcony Enclosure program, similar to that of the Street Dining on Main's summer dining decks. A majority of City Council was supportive of the idea of the enclosure program. City Council directed staff to meet with the Historic Preservation Board (HPB) for feedback on this program. Staff met with the HPB on January 7 and March 4, 2015, to discuss necessary changes to the Land Management Code (LMC) and Design Guidelines in order to accommodate the winter balcony enclosure program. The input provided by the HPB is reflected in the analysis section of this report.

At the November 13, 2014 meeting with City Council, staff strongly recommended that the balcony enclosures not be permitted as they would detract from the look and feel of Historic Main Street; however, the majority of City Council and the HPB found the enclosures to be an aesthetic improvement to the white tents currently used during the winter months. However, City Council and the HPB found that the balcony enclosures could be done in a manner with minimal aesthetic impacts, would maintain the high quality of customer service, and support increased seasonal occupant loads of Main Street restaurants.

Analysis:
Balconies are defined by the Land Management Code (LMC) as a platform that projects from the wall of a building and is enclosed by a railing, parapet, or balustrade. There are approximately twenty-one (21) balconies on Main Street that extend over the City ROW.

Outdoor dining is a conditional use in the Historic Commercial Business (HCB) District for restaurants. Any outdoor dining must be approved through an Administrative Conditional Use Permit (Admin-CUP). Riverhorse and Wahso both have Admin-CUPs for their outdoor dining for summertime balcony dining. No other restaurants currently have approvals.

The following chart outlines the location, historic designation, and existence of Admin-CUPs for the existing balconies:

Business Name:	**Address:**	**Use:**	**Historic Designation:**	**Admin CUP for Outdoor Dining**
TMI	255 Main St	Multiple	Not Historic	No
Red Banjo Pizza	322 Main St	Restaurant	Landmark	No
Berkshire Hathaway Home Services	354 Main St	Real Estate	Significant	No
Burns Cowboy Shop	361 Main St	Retail	Landmark	No
Woodbury Jewelers	421 Main St	Retail	Not Historic	No
Flannagans	438 Main St	Restaurant	Landmark	No
Robert Kelly Home	449 Main St	Retail	Significant	No
501 on Main	501 Main St	Restaurant	Not Historic	*Under review*

The Expanding Heart	505 Main St	Retail	Not Historic	No
The Cunningham Building	537 Main St	Office	Not Historic	No
River Horse	530-540 Main St	Restaurant	Landmark (Balcony is on the addition)	Yes
Quicksilver	570 Main St	Retail	Not Historic	Yes
Wahso	577 Main St	Restaurant	Not Historic	Yes
Gaucho/Above Condo	591 Main St	Retail/Residential	Significant	No
Destiny	608 Main St	Retail	Not Historic	No
Montgomery Life Fine Art	608 Main St	Retail	Not Historic	No
Condos	613 Main St	Residential (2nd level)	Not Historic	No
Condos	614 Main St	Residential (2nd level)	Not Historic	No
Summit Sotherby's International Realty	625 Main St	Residential/Realty	Not Historic	No
Bahnof Sport	639 Main St.	Retain	Not Historic	No
Town Lift Condominiums	693 Main St	Commercial/Residential	Not Historic	No
Caledonian Hotel	751 Main St	Commercial	Not Historic	No

There are approximately twenty-one (21) balconies on Upper and Lower Main Street. Of these:

- Seven (7) are constructed on historic buildings, but only one (1) balcony is historic (361 Main Street).
- Only five (5) balconies are associated with restaurant use.

Does City Council wish to pursue the proposed Winter Balcony Enclosure program, consistent with Council direction in November 2014?

LAND MANAGEMENT CODE:

Current Balcony Requirements

The Land Management Code (LMC) 15-2.6-3 requires that no balcony projecting over City ROW may be erected, re-erected, located or relocated, enlarged, or structurally modified without first receiving approval from City Council. LMC 15-2.6-3(D) specifically states that "Balconies . . . may not be enclosed." Should City Council decide to pursue a Winter Balcony Enclosure program, the LMC will need to be amended to allow for temporary balcony enclosures. Property owners are required to provide insurance for their balconies.

The Land Management Code (LMC) was revised to address the duration of temporary structures in 2009. At that time, there were several temporary structures located on hotel properties in town that had been approved as temporary structures, but were left standing in virtual perpetuity. To ensure this trend would not continue, new duration parameters were adopted in 2009.

Current Temporary Structure Requirements

The LMC defines a temporary improvement as a structure built or installed, and maintained during the construction of a development, or during a special event or

activity and then removed prior to release of the performance guarantee. Staff finds that the proposed balcony enclosures meet the definition of a temporary improvement, BUT extend beyond the duration of construction activity or a special event or activity as currently allowed by code. The winter season is not a special event.

The LMC limits temporary structures, such as tents, to a duration no longer than 14 days and for more than five (5) times per year on the same property or site, unless a longer duration or greater frequency is approved by the Planning Commission consistent with the Conditional Use Criteria or as approved by City Council as part of a Master Festival. The intent of this provision in the code was to allow events to run together if necessary, but each 14 day period would count toward the total allowed amount of five (5) times per year, or 70 days total. This limits temporary structures, such as tents, from standing indefinitely by allowing them to stand for only 70 days per year. The Planning Commission, however, may approve a longer duration or greater frequency through a Conditional Use Permit (CUP).

There have been instances where a temporary structure has been approved to stay up for greater than 14 days, such as the 2013 Planning Commission approval of a CUP at the Montage allowing construction of temporary structures for up to 15 times per year of which 4 structures were allowed for a maximum of 60 days due to the high frequency of weddings and outdoor parties.

Required Changes to The Land Management Code (LMC)
During the November 2014 City Council work session and the January and March 2015 HPB work sessions, staff expressed concern that the proposal was in direct opposition to the current LMC, and the LMC does not make exception for temporary, seasonal structures. The LMC needs to be amended in order to accommodate an exception for temporary, seasonal structures. Staff proposes that LMC 15-2.6-3(D) Balconies be amended to state:

> (D) BALCONIES. No Balcony may be erected, enlarged, or altered over a public pedestrian Right-of-Way without the advance approval of the City Council. Balcony supports may not exceed eighteen inches (18") square and are allowed no closer than thirty-six inches (36") from the front face of the curb. Balconies must provide vertical clearance of not less than ten feet (10') from the sidewalk and may not be enclosed permanently. Temporary Winter Balcony Enclosures may be appropriate on some Main Street Buildings. With reasonable notice, the City may require a Balcony be removed from City property without compensating the Building Owner.

A building is defined by the Land Management Code as any Structure, or any part thereof, built or used for the support, shelter, or enclosure of any Use or occupancy by Persons, animals, or chattel.

Does City Council agree with these changes to the LMC? Does City Council wish to see any changes to these proposed amendments?

DESIGN GUIDELINE CHANGES:
Planning Staff's professional opinion is that the enclosure of the balconies detracts from the historic "western" appearance of our Mining Era Main Street. The appearance of balconies over the sidewalks adds appeal and interest to the rhythm and patterning of the Main Street historic district. These enclosures would change the massing of the structure and create the perception of the second floor extending beyond the plane of the façade and over the City right-of-way. By extending beyond the front plane of the façade, these Winter Balcony Enclosures would also be blocking the views of neighboring historic buildings when looking up or down Main Street. Park City's Main Street is characterized by in-line facades with limited breaks in their massing. Staff finds that building over the balconies would break the well-articulated street wall along the sidewalk and will greatly disrupt the continuity of the street wall.

The Historic Preservation Board (HPB) found that the balcony enclosures allowed the buildings within the historic district to provide for contemporary needs. They thought this was an ingenious solution that will allow Park City restaurateurs to continue providing exception customer service to Main Street visitors, as many patrons are turned away from restaurants during peak load times in the winter. Additionally, the HPB favored the balcony enclosures replacing the unattractive white vinyl tents that are currently used on Main Street balconies in the winter to expand dining space.

The HPB determined that winter balcony enclosures should be limited to non-historic buildings only. The HPB was concerned that the continuous construction and removal of the enclosure would have a detrimental impact on historic building materials. Further, the temporary additions would obscure the view of the historic structure. Should City Council support the Winter Balcony Enclosure program and limit the enclosures to only non-historic buildings or additions of buildings with restaurant use, there would currently only be three (3) balcony enclosures permitted at:

- 501 on Main (501 Main)
- Riverhorse (530-540 Main)
- Wahso (577 Main)

Does City Council agree that the balcony enclosures should be limited to only non-historic buildings? Or, does City Council wish to see the program available to all Main Street restaurants no matter their historic designation?

The HPB understood the need to devise guidelines that would help control the appearance of the balcony enclosures, prevent damage to adjacent historic buildings, and not negatively impact the look and feel of our historic Main Street.

If City Council supports temporary balcony enclosures, then staff recommends revising the following guidelines recommended by the HPB to limit the impacts of the seasonal structures:

MSHS1. The proposed project must not cause the building or district to be removed from the National Register of Historic Places. Temporary structures are not subject to review of the National Register of Historic Places.

MSHS8. Temporary winter balcony enclosures are reviewed by the program's criteria and are not addressed by these Specific Design Guidelines.

Other guidelines should be included that manage the design of the balcony enclosures. These include:

1. The City reserves the right to reject an application for a balcony enclosure if any of the following are met:
    - The proposed deck creates too much private use of the public right-of-way that may be deemed detrimental to the health, safety, welfare of the area;
    - The Building, Planning, and Engineering Departments find that the location, proximity, and spacing of each balcony enclosure pose traffic and public safety concerns.

2. The enclosure and balcony are compatible with the architectural style of the building.

3. The enclosure retains existing railings in order to achieve a design consistent with open balconies and maintain the character of the original building.

4. The existing exterior façade wall may not be removed seasonally in order to accommodate the balcony enclosure.

5. The enclosure must not block existing door and window openings on neighboring buildings.

6. Enclosures should consist of clear glazing set in window frames that generally match the mass, scale, and material as those used for the glazing frames of the building.

7. Sunscreens are permitted and should only be used in times of extreme sun, but should not be obstructive.

8. The balcony must be situated so as not to interfere with pedestrian movement on the sidewalk.

9. The enclosure must have direct access to the restaurant's dining area.

10. The design must address snow shedding to the satisfaction of the Chief Building Official.

11. Changes to the exterior façade are discouraged. Any changes to the exterior façade of the building, proposed changes to the existing balcony, or construction of a new balcony shall be reviewed by staff as part of the Historic District Design

Review. New balconies extending over the City right-of-way will require the approval of City Council.

12. The construction of any temporary tents should be approved through an Administrative Conditional Use Permit (Admin-CUP) for up to fourteen (14) days. Free-standing tents will not be considered the same as balcony enclosures.

13. No signage shall be allowed on temporary enclosure/balcony enclosure.

14. Any new balcony enclosures will require a building permit.

15. Balcony enclosures will only be permitted from November 15th to April 15th.

Does City Council agree to these proposed Design Guidelines for managing the appearance of the balcony enclosures? Are there any modifications City Council would like to make or additional guidelines they would like to add?

LEASING THE RIGHT-OF-WAY (ROW)
It will be necessary for restaurant owners to enter into a lease agreement with the City for any balcony space located within the City ROW. The lease to restaurant owners to use the City ROW on Main Street for on-street dining includes provisions which regulate the time and duration of the use, provide for consistency in look and materials of the Winter Balcony Enclosures which are placed in the ROW, mitigate for conflicting uses in the public ROW, ensure for clean sidewalks, and provide an ongoing monitoring mechanism and revocation provision for failure to comply with regulations. In addition to the lease, the Lessee is required to receive an Administrative CUP which regulates the operation of the on-street dining.

Staff has prepared a draft lease template that would be executed with each applicant prior to approving any Winter Balcony Enclosure (Exhibit A). Staff has also prepared updated operational restrictions (Attachment 1). If City Council chooses to move forward with the program, Staff recommends that the three (3) restaurants with balconies on Main Street be permitted to participate in a pilot program for the 2015-2016 winter season.

Does City Council wish to pursue a pilot Winter Balcony Enclosure program for the winter of 2015-2016 with the three (3) eligible restaurant balconies?

RENTAL RATES & BUSINESS LICENSING
Currently, the dining deck program charges $550 per parking space of 20 feet. This was calculated based upon the loss amount of funds generated by the parking space during the summer season. Staff finds that it would be appropriate to request a rental rate similar to that of commercial square footage as the seasonal enclosure would expand the gross floor area of the commercial space. This is roughly $42-$60 per square foot annually, before Common Area Maintenance (CAM) fees. (This equates to approximately $3.50 to $5 per square foot monthly, before CAM fees.) Using the Riverhorse as an example, the rental income generated for the City would be

approximately $1,225 to $1,750 per month for a balcony enclosure that is roughly 350 square feet in area over the City ROW. Staff recommends setting the rental fee at $4.25 per square foot (SF), the median of $3.50 to $5.00. Staff finds that the rent should be prorated by the number of days the balcony enclosure exists, but would roughly equate to:

$4.25 x ___SF x ___ months (construction through demolition) = ___ (Rental Income)*

**Fractions of a month would be rounded to the nearest hundredth. For example, four (4) days out of 30 would equate to .13 months.*

The applicant's business license should reflect the additional square footage of the balcony. Working with the Finance Department, staff finds that it is best to address the Winter Balcony Enclosures as part of an Outdoor Dining Admin-CUP. Currently, those restaurants with outdoor dining CUPs purchase a business license that is good for one (1) year. If the restaurant already has an Admin-CUP for outdoor dining, then there would be no additional business licensing fees required. Any new Outdoor Dining Admin-CUPs would require new business licensing.

ADMINISTRATIVE CUP

The Administrative CUPs do not have an expiration date, and run with the land, or until City Council provides direction to not allow use of City-streets for outdoor dining. Currently, the Main Street Summer Dining Program only requires that applicants enter into an Admin-CUP for outdoor dining and then a lease agreement with the City for the dining deck's use of the ROW. Similarly, staff recommends that applicants submit an Admin-CUP for the Winter Balcony Enclosure and then enter into a lease agreement with the City for use of the ROW. Because the Admin-CUP runs with the land, the applicant would not be required to submit the Admin-CUP annually. They would only be required to submit a new Admin-CUP if they were making modifications to the original approval. After the initial pilot program, City Council would be required to hold a public hearing and approve the lease agreements annually in the same manner that the Summer Dining Deck leases are approved.

INTERNATIONAL BUILDING CODE

The International Building Code (IBC) defines temporary as less than 180 days. In reviewing the Riverhorse's proposal, the Building Department found the following requirements will impact temporary winter balcony enclosures:

- Additional life safety notification devices, including but not limited to fire sprinklers
- Exits within fifty feet (50')
- Lighting and ventilation
- Engineering for live loads, wind, roof capacity
- Fire separation on windows and roofing (the enclosure cannot be entirely constructed of glass in order to meet 1-hour fire rated wall requirements of the IBC)
- Drainage and snow shedding on public right-of-way (Main Street)

- Energy efficiency
- Recalculations for increased occupancy loads will impact sanitation facility requirements, upgrading the design of existing occupancy loads,
- Must meet the structural requirements for permanent structures
- Common wall agreements with neighboring properties
- Traffic mitigation for installation and removal of temporary enclosure
- Adequate heating and ventilation
- Energy efficiency
- Additional water impact and utility fees
- Fire resistive rated-wall construction at exit stairs

Any temporary structure greater than 200 square feet in area would require a building permit. The balcony enclosure would have to be constructed as a permanent structure in order to meet the International Building Code, making it difficult and costly to construct and take down seasonally. Further, the Building Department will require annual building permits for installation and removal of the enclosures.Each property has its unique challenges and the enclosures will need to be reviewed on a case-by-case basis.

Other Concerns

In meeting with our Development Review Committee—comprised of the Building, Engineering, Public Works, Water, Legal, Snyderville Water Reclamation District (SBWRD), Fire District, and Sustainability Departments—the group identified other potential issues such as:

- Increased use of sewer and water;
- Parking demands generated by additional tables within enclosures;
- Increased strain on city resources for reviewing and monitoring enclosures;
- Encroachment agreements for construction over city right-of-way;
- Insurance and liability; and
- Glare and reflection caused by balcony enclosure windows

Department Review

The Building, Planning, Engineering, Finance, Special Events, Legal, and Executive Departments have reviewed this staff report.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings + Unique and diverse businesses + Accessibility during peak seasonal times	(+/-)	+ Preserved and celebrated history; protected National Historic District + Shared use of Main Street by locals and visitors	+ Fiscally and legally sound + Well-maintained assets and infrastructure (+/-)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Neutral	Very Positive	Positive
Comments: This program is very unique in that it utilizes the shoulder season to bring more people to Main Street. After researching other Historic Districts around the nation we have found that Park CIty is the only one that utilizes the street for constructions of these dining decks. We have received several inquiries by other cities as to how we manage this program.				

Funding Source:
Not applicable.

Consequences of not taking the recommended action:
The City Council may provide direction to end the Winter Balcony Enclosure program which would not allow any owners to enclose their balconies from November 15th through April 15th. The City Council may continue this item to another date for more information and/or discussion.

Recommendation:
Staff recommends City Council review staff's analysis of the proposed balcony enclosures over the Main Street right-of-way during the winter months (November through April). If, consistent with Council direction in November 2014, City Council wishes to pursue a winter balcony enclosure program similar to the summer Street Dining on Main program, then City Council should provide input to staff regarding the proposed program.

Exhibits:
Exhibit A – Updated Lease Agreements & Attachment 1 - Operational Restrictions
Exhibit B – Historic Preservation Board Report + Exhibits 3.4.15
Exhibit C – Historic Preservation Board (HPB) minutes, 1.7.15 and 3.4.15

Exhibit A

WINTER BALCONY ENCLOSURE ON MAIN
PUBLIC RIGHT-OF-WAY LEASE

This LEASE AGREEMENT is made and executed this ____day of _____, 2015, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and _____, located at _____, Park City, Utah ("Tenant").

RECITALS

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and winter seasons; and

WHEREAS, the City's goals include the preservation and enhancement of Park City's character regarding Old Town and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many restaurant owners to accommodate the increased occupation loads during the winter months along historic Main Street; and

WHEREAS, the goal of the City's General Plan is to maintain the Historic Main Street District as the heart of the City for residents and encourage tourism in the district for visitors; and

WHEREAS, the City's goals include maintaining and furthering the resort community's economic opportunities, as well as enhancing the economic viability of Park City's Main Street Business District;

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

TERMS & CONDITIONS OF LEASE

Based upon good and valuable mutual consideration, the Parties agree as follows:

1. PROPERTY. The property affected by this lease is generally described as the balcony area directly fronting Tenant's building located at _____Main Street, and more specifically described in site plan Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises").
2. RENT. Annual rent is for the use of the street for the balcony enclosure is four dollars and twenty-five cents per square foot ($4.25) per month. This rent may be prorated based upon initial installation and final removal dates; however the rent reduction shall not exceed one (1) month. Payment is due prior to installation and any prorated amount due upon removal shall be refunded by the City. If a balcony enclosure covers a fraction of one square foot the rent will be calculated by the percentage of the square foot on the right-of-way space. Tenant shall be solely responsible for payment of any and all costs

associated with Tenant's performance under this lease, including but not limited to City rent, additional business licensing fees, insurance, sales taxes, and other expenses.

3. TERM. The term of this Agreement shall commence on November 15, 2015 and shall terminate on April 15, 2016 unless terminated earlier as provided herein. The Property may only be utilized for a five (5) month period commencing on November 15, 2015, and terminating on April 15', 2016, . Additional term restrictions are attached hereto and incorporated herein by this reference in Attachment 1 (Winter Balcony Enclosure Operation Restrictions). This Agreement may be terminated by Park City upon a finding of non-compliance of this lease or the attached operational restrictions.

   The Property must be vacated (i.e. removal of enclosure) no later than end of the business day (5pm) on April 15th.

4. USE OF PREMISES. Tenant may use the Premises only for dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. From installation until removed, the Additional operational restrictions which must be complied with as part of the conditions of this lease are attached hereto and incorporated herein in Attachment 1. Park City makes no representations regarding the premises and Tenant accepts the premises "as is."

5. IMPROVEMENTS TO THE PREMISES. Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.

6. SIGNS. No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.

7. INSURANCE. Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars ($2,000,000) per combined single limit per occurrence and Three Million Dollars ($3,000,000) per aggregate for personal injury, bodily injury, and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be noncontributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

8. HOLD HARMLESS. Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant' use and occupancy of the Premises to the full extent permitted by law

and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, utility, the structure may be removed or damaged by response teams at the cost of the owner.

Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

9. ASSIGNABILITY. Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.

10. PROFESSIONAL PERFORMANCE. Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Utah.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Tenant:

_____

By:

_____

Its:

_____

Date:

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this_____ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that he is the Owner of _____, and acknowledged to me that the preceding Agreement was signed on behalf of _____, and he acknowledged that the company did execute the same for its stated purpose.

_____
Notary Public

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, Mayor

Attest:

_____
Marci Heil, City Recorder

Approved as to form:

_____
City Attorney's Office

Attachment 1
Winter Balcony Enclosure Operation Restrictions

Winter Balcony Enclosures may be allowed by the Planning Department upon issuance of an Administrative Conditional Use Permit. Winter Balcony Enclosures are permitted from November 15th, and shall terminate on April 15th of each year. A total of three (3) Winter Balcony Enclosures will be accommodated on Main Street based on the layout of the existing balconies. The Applicant must submit an application, pay an application fee, and provide all required materials and plans. Ongoing monitoring will be provided to ensure compliance with these parameters. The Administrative Conditional Use Permit or the Lease may be revoked for failure to comply with these restrictions.

Required Submittals:

- Dining Site Plan – This plan shall be to scale and indicate: applicant's existing restaurant space and location of new balcony enclosure; accurate locations for ingress/egress, restrooms, etc.; accurate locations for proposed chairs, tables, planters, etc.

- Details/specifications sheets – Shall be submitted for each piece of equipment proposed with the street dining is application. This will include all tables, chairs, umbrellas, etc.

Design Standards:

16. Size. The Winter Balcony Enclosure shall be limited to the linear frontage a building has on Main Street and shall not exceed the depth of the restaurant's balcony. Any encroachment into the City right-of-way will require that the applicant enter into encroachment agreement with the City Engineer.

17. Location/Proximity/Spacing. The City reserves the right to reject an application for an Winter Balcony Enclosure:

    - If the proposed enclosure is too close to a previously existing neighboring balcony enclosure and would eliminate needed parallel parking along Main Street thus creating a concentrated parking issue.
    - If the proposed Winter Balcony Enclosure is for a restaurant balcony that does not have direct access to the restaurant's dining area.
    - If the proposed balcony enclosure creates too much private use of the public right-of-way that may be deemed detrimental to the health, safety, welfare of the area.
    - The Building, Planning, and Engineering Departments will review the location, proximity, and spacing of each balcony enclosure as well as impacts of traffic and public safety concerns. A recommendation will be given to the City Council for final review and approval.

18. Hours of Operation. The winter balcony enclosures shall be utilized for dining only and must be adjacent to existing restaurant space.

19. Material. The Winter Balcony Enclosure shall be constructed of materials complementary of the existing structure. The design shall complement the style of the building. The railing shall be painted solid to complement the building. While the Winter

Balcony Enclosure is not subject to a complete Historic District Design Review (HDDR), the guidelines are applicable to the project.

20. Height. The maximum height of the Winter Balcony Enclosure shall not exceed one story in height, and shall be subordinate in mass, scale, and height to the existing structure. The height of the Winter Balcony Enclosure shall not exceed the height of the building's second story or cornice, whichever is shorter in height

21. Advertising. Additional signing or advertising beyond what is allowed by the Park City Sign Code is prohibited. Any new signage will require a sign permit.

22. Lighting. No additional exterior electric lighting is permitted on the outside of the balcony enclosure.

23. Use. The terms and scheduling of the use of the Winter Balcony Enclosure are limited to November 15th through April 15th. t If the Winter Balcony Enclosure is not removed as required by end of the business day (5pm) on April 15th, Park City will remove the structure at cost to compensate for the employees and equipment needed to complete the task.

24. Licensing. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control. It is the responsibility of the Applicant to ensure that all licenses are properly obtained and adhered to.

25. Duration. Winter Balcony Enclosures are permitted from November 15th, and shall terminate on April 15th, each year.

26. Health & Safety. The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.

27. Music. The use of outdoor speakers and music is prohibited.

28. Maintenance. The Winter Balcony Enclosure shall be maintained in a neat and orderly fashion.

29. Storage. All equipment and other associated materials must be removed and stored on private property during prohibited times (off season). No material associated with the Winter Balcony Enclosure may be stored outdoors on-site during the off-season.

30. Removal. Winter Balcony Enclosures must be completely removed from the Right-of-Way prior to the end of business day April 15th. If the Winter Balcony Enclosure is not removed as required, the City will remove the structure at cost to compensate for the employees and equipment needed to complete the task.

31. Drainage. Design of the Winter Balcony Enclosure and its skirting shall not interfere with the existing street drainage. Winter Balcony Enclosure plans shall be reviewed by the

City for drainage and may be modified so as not to interfere with the existing drainage patterns of the street.

32. Utilities. Access to utilities shall not be hindered by the structures. No Winter Balcony Enclosures will be approved if located in an area that blocks access to fire hydrants, etc. No new utility lines shall be installed as a result of the proposed Winter Balcony Enclosure.

33. Insurance Requirement. The tenant shall carry a policy of liability insurance in an amount of at least $2 million per combined single limit per occurrence and $3 million per aggregate for personal injury, bodily injury, and property damage. Park City Municipal Corporation shall be named as additional insured by endorsement of each policy.

34. Main Street Improvements. Due to possible conflicts due to the Main Street Improvements the balcony business owner will be notified by the City when the enclosure may be placed and/or removed. The City will give each affected balcony business owner two (2) weeks to let them know of possible mitigation that needs to take place to ensure the safety of the construction of the various Main Street improvements. The business owner shall be responsible of removing their balcony enclosure in a reasonable timeframe so that the improvements are not delayed.

Historic Preservation Board
Staff Report

Subject: Temporary Winter Balcony Enclosures
Author: Anya Grahn, Historic Preservation Planner
Department: Planning Department
Date: March 4, 2015
Type of Item: Work Session

Summary Recommendations:
Staff recommends the Historic Preservation Board (HPB) review staff's analysis of the proposed balcony enclosures over the Main Street right-of-way during the winter months (November through April) as well as proposed Design Guidelines, and the HPB make recommendations to City Council.

Topic/Description:
The Riverhorse on Main wishes to construct a temporary, seasonal enclosure on their balcony that would provide additional restaurant space during the winter months (November 1st through April 30th). They believe other restaurants on Main Street would also benefit by having the ability to enclose their balconies, and the Riverhorse has proposed that City Council develop a seasonal program similar to Street Dining on Main—the dining deck program.

Background:
On September 18, 2014, Seth Adams of the Riverhorse presented to City Council his concept for a winter balcony enclosure program. The applicant requested that property owners be permitted to enter into a lease agreement with the City for the enclosure of balcony space above the City right-of-way (ROW). This program would be similar to Street Dining on Main's summer dining decks. Staff met with City Council on November 13, 2014, to discuss this program and expressed their concern for these balcony enclosures; City Council directed staff to meet with the HPB for feedback on this program.

The HPB briefly discussed their interest in seasonal balcony enclosures during the January 7, 2015 meeting, and expressed interest in discussing the topic further during their next meeting.

There are approximately twenty-one (21) balconies on Main Street that extend over the City ROW. Of these, seven (7) are constructed on historic buildings, but only one (1) balcony is historic (361 Main Street). Land Management Code (LMC) 15-2.6-3 requires that no balcony projecting over City ROW may be erected, re-erected, located or relocated, enlarged, or structurally modified without first receiving approval from City Council. LMC 15-2.6-3(D) specifically states that "Balconies . . . may not be enclosed." Should City Council decide to pursue a seasonal balcony enclosure program, the LMC will need to be amended to allow for temporary balcony enclosures. Property owners are required to provide insurance for their balconies.

Outdoor dining is a conditional use in the Historic Commercial Business (HCB) District for restaurants. Any outdoor dining must be approved through an Administrative Conditional Use Permit (Admin-CUP). Riverhorse and Wahso both have Admin-CUPs for their outdoor dining for summertime balcony dining. No other restaurants currently have approvals.

The following chart outlines the location, historic designation, and existence of Admin-CUPs for the existing balconies:

Business Name:	Address:	Use:	Historic Designation:	Admin CUP for Outdoor Dining
TMI	255 Main St	Multiple	Not Historic	No
Red Banjo Pizza	322 Main St	Restaurant	Landmark	No
Berkshire Hathaway Home Services	354 Main St	Real Estate	Significant	No
Burns Cowboy Shop	361 Main St	Retail	Landmark	No
Woodbury Jewelers	421 Main St	Retail	Not Historic	No
Flannagans	438 Main St	Restaurant	Landmark	No
Robert Kelly Home	449 Main St	Retail	Significant	No
501 on Main	501 Main St	Restaurant	Not Historic	*Under review*
The Expanding Heart	505 Main St	Retail	Not Historic	No
The Cunningham Building	537 Main St	Office	Not Historic	No
River Horse	530-540 Main St	Restaurant	Landmark (Balcony is on the addition)	Yes
Quicksilver	570 Main St	Retail	Not Historic	Yes
Wahso	577 Main St	Restaurant	Not Historic	Yes
Gaucho/Above Condo	591 Main St	Retail/Residential	Significant	No
Destiny	608 Main St	Retail	Not Historic	No
Montgomery Life Fine Art	608 Main St	Retail	Not Historic	No
Condos	613 Main St	Residential (2nd level)	Not Historic	No
Condos	614 Main St	Residential (2nd level)	Not Historic	No
Summit Sotherby's International Realty	625 Main St	Residential/Realty	Not Historic	No
Bahnof Sport	639 Main St.	Retain	Not Historic	No
Town Lift Condominiums	693 Main St	Commercial/Residential	Not Historic	No
Caledonian Hotel	751 Main St	Commercial	Not Historic	No

Analysis:
A balcony is a platform that projects from the wall of a Building and is enclosed by a railing, parapet, or balustrade. It typically does not have a roof. Usually, balconies are incorporated into the design of a building for functional and aesthetic reasons. In some cases, the balcony offsets the massing of the commercial building while embellishing the façade of the structure with additional architectural detailing. The balcony is one of the most visible elements of the building and significantly contributes to the style, appearance, and relationship of the structure to the streetscape.

Balconies traditionally serve as open-air spaces. They are an extension of the interior yet provide a clear transitional space between the private interior spaces and public exterior spaces of the building. Balconies are an outside room during warm weather and provide a covered entrance to the lower level during adverse weather conditions.

Staff's professional opinion is that the enclosure of this space—even temporarily during the winter months—changes the historic character of the Main Street district as a whole. The enclosure of balcony spaces substantially alters the architectural design of the building, light and shade of the building design, and the rhythm and pattern of the streetscape. The visual character of the original building (historic or non-historic) will be substantially altered due to changes in its overall shape, roof design, projections, recesses, and solid-to-void ratio. On historic structures, the balcony enclosure would obscure and detract from historic details of the balcony and the corresponding historic building. In other cases, balconies that were not originally designed to meet the requirements of interior spaces and enclosures may require substantial structural changes and reconstruction.

Design Guidelines for Historic Districts and Historic Sites
Staff does not believe that the seasonal enclosures of balconies over Main Street complies with the current *Design Guidelines for Historic Sites and Structures*.

The Design Guidelines specify that new additions on historic buildings be visually subordinate to the historic building from the primary public right-of-way, including incorporating rooftop additions that are not visible from the street. The guidelines also recommend that the new addition does not obscure or significantly contribute to the loss of historic materials. Staff finds that these balcony enclosures are a very visible addition to the existing structure, conceal historic building facades, and threaten historic materials.

Staff is concerned that the annual construction and removal of the balcony enclosures will be detrimental to historic building materials. Nails, screws, sealants, and other materials used at connections will leave behind holes, scratches, stains, and other signs of damage on the historic materials that will need to be patched and repaired annually when the enclosure is removed. Staff finds that this will intensify normal wear and tear on historic materials and cause the materials to deteriorate faster.

Staff also finds that the proposed balcony enclosures will visually modify or alter the original building design. The majority of historic buildings with existing balconies already have second-level doors accessing the balcony; however, these doors are not original to the building. Most buildings would not be permitted to add a new door to access their non-historic balcony. As new doors and balconies would not be permitted to be constructed without a Historic District Design Review (HDDR) approval and permission from City Council to construct over the public right-of-way, staff finds that only a limited number of balcony enclosures would be permitted for those decks already existing.

Staff has met with the Legal, Building, Finance, and Engineering Department to identify other issues that will need to be addressed in order to establish this program. These include:

- The applicant must submit a full architectural and engineering plan to the Building Department that addresses energy efficiency, structural loads on the cantilevered deck, emergency egress plans, seating plan, weather proofing, electrical plans, etc. Additional electrical upgrades must be permanent and electrical outlets will need to be concealed from the view of the public right-of-way.
- The applicant will also need to provide a snow shed plan. Snow will need to be retained on the roof and the applicant shall show how the melted snow will be diverted to the public way without draining across the sidewalk.
- Building permits will be required for the assembly and disassembly of the seasonal balcony enclosures.
- Increased water and sewer impact fees will require Snyderville Basin Water Reclamation District sign-off.
- There will be increased fees for business licensing due to the additional square footage.
- Additional fire safety requirements will require approval by Park City Fire District.
- The applicant will assume all liability for the seasonal enclosures and need to provide insurance for the balcony and enclosure.

Does the HPB wish to see balcony enclosures on both historic and non-historic buildings? Or, would the HPB prefer that the new enclosures be limited to non-historic structures only so as not to increase annual wear and tear on historic materials?

Developing a program similar to summer dining decks

In order to accommodate such a program, the Design Guidelines and the Land Management Code (LMC) will need to be amended in order to allow for the temporary, seasonal enclosure of the balconies. LMC 15-2.6-3(D) Balconies should be amended to state:

> (D) BALCONIES. No Balcony may be erected, enlarged, or altered over a public pedestrian Right-of-Way without the advance approval of the City Council. Balcony supports may not exceed eighteen inches (18”) square and are allowed no closer than thirty-six inches (36”) from the front face of the curb. Balconies must provide vertical clearance of not less than ten feet (10’) from the sidewalk and may not be enclosed permanently. Temporary seasonal balcony enclosures may be appropriate on some structures. With reasonable notice, the City may require a Balcony be removed from City property without compensating the Building Owner.

If City Council supports temporary balcony enclosures, than Staff recommends altering the following guidelines to specify that these guidelines are not impacted by temporary structures:

Design Guidelines for Historic Sites in Park City:
MSHS1. The proposed project must not cause the building or district to be removed from the National Register of Historic Places. Temporary structures are not subject to review of the National Register of Historic Places.

MSHS8. Temporary winter balcony enclosures are reviewed by the program's criteria and are not addressed by these Specific Design Guidelines.

Design Guidelines for New Construction in Park City's Historic Districts
MSNC1. New construction in the Main Street National Register Historic should be approved only after it has been determined by the Planning Department that the proposed project will not jeopardize the integrity of the surrounding Historic Sites. Temporary structures are not subject to review of the National Register of Historic Places.

MSNC9. Temporary winter balcony enclosures are reviewed by the program's criteria and are not addressed by these Specific Design Guidelines.

Should the HPB believe such enclosures are appropriate along Historic Main Street, staff finds that there need to be some basic guidelines in order to protect the historic integrity of the Main Street Historic District. Staff is recommending that the HPB review and provide feedback on the following proposed guidelines for balcony enclosures:

General Requirements for Balcony Enclosures

1. The enclosure must be constructed on a balcony on Main Street.
2. There may be times when it is not appropriate to enclose a balcony due to the unique historic character and architectural detailing of the historic building.
3. The applicant must demonstrate that the temporary enclosure will not damage the existing façade and/or side walls with repeated attachment and detachment.
4. The enclosure and balcony should respect the architectural style of the building.
5. The enclosure should retain existing railings in order to achieve a design consistent with open balconies and maintain the character of the original building.
6. The existing exterior wall may not be removed seasonally in order to accommodate the balcony enclosure.
7. The enclosure must not block existing door and window openings on neighboring buildings.
8. Enclosures should consist of clear glazing set in window frames that generally match the mass, scale, and material as those used for the glazing frames of the building.
9. Draperies, blinds, and/or screens must be located in a traditional manner above doors and windows. Draperies, blinds, and/or screens should not be used within the

balcony enclosure if they increase the bulk appearance of the enclosure. The use of these must blend with the architecture of the building and should not detract from it. Materials should be high-quality, colorfast, and sunfade resistant.

10. The balcony must be situated so as not to interfere with pedestrian movement on the sidewalk.
11. The enclosure must have direct access to the restaurant's dining area.
12. The design must address snow shedding.
13. Any changes to the exterior façade of the building, proposed changes to the existing balcony, or construction of a new balcony shall be reviewed by staff as part of the Historic District Design Review. New balconies extending over the City right-of-way will require the approval of City Council.
14. The construction of any temporary tents should be approved through an Administrative Conditional Use Permit for up to fourteen (14) days. Free-standing tents will not be considered the same as balcony enclosures.
15. Any new signage will require a Sign Permit application.

Does the Historic Preservation Board approve of these proposed Design Guidelines for Balcony Enclosures? Are there any other Design Guidelines that should be incorporated?

Recommendation:
Staff recommends the Historic Preservation Board (HPB) review staff's analysis of the proposed balcony enclosures over the Main Street right-of-way during the winter months (November through April) as well as proposed Design Guidelines, and the HPB make recommendations to City Council.

Exhibits:
Exhibit A – City Council Staff Report and Minutes
Exhibit B – HPCA input for balcony enclosures
Exhibit C – Additional renderings of proposed enclosure at Riverhorse

City Council Staff Report

Subject: Temporary Winter Balcony Enclosures
Author: Anya Grahn, Historic Preservation Planner
Department: Planning Department
Date: November 13, 2014
Type of Item: Work Session

Summary Recommendations:
Staff recommends City Council review staff's analysis of the proposed balcony enclosures over the Main Street right-of-way during the winter months (November through April). If City Council wishes to pursue a winter balcony enclosure program similar to the summer Street Dining on Main program, then City Council should provide direction to staff for moving forward.

Topic/Description:
The Riverhorse on Main wishes to construct a temporary, seasonal enclosure on their balcony that would provide additional restaurant space during the winter months (November 1st through April 30th). They believe other restaurants on Main Street would also benefit by having the ability to enclose their balconies, and the Riverhorse has proposed that City Council develop a seasonal program similar to Street Dining on Main—the dining deck program.

Background:
Riverhorse on Main submitted a Conditional Use Permit (CUP) application on September 13, 2013, to construct a "temporary" six (6) month structure that would enclose their balcony over the City right-of-way during the winter months. Staff found that though the structure would only be up during the winter months, the enclosure of balcony space over city-owned property detracted from the historic character of Main Street and would have recommended to the Planning Commission denial of a temporary structure that would be in place longer than fourteen (14) days and more than five (5) times per year. The applicant and staff agreed to defer the hearing before the Planning Commission in order to get direction from Council on this larger policy discussion.

On September 18, 2014, Seth Adams of the Riverhorse presented to City Council his concept for a winter balcony enclosure program (see Exhibit A for meeting minutes). The applicant requested that property owners be permitted to enter into a lease agreement with the City for the enclosure of balcony space above the City right-of-way (ROW). This program would be similar to Street Dining on Main's summer dining decks.

There are approximately twenty-one (21) balconies on Main Street that extend over the City ROW. Of these, seven (7) are constructed on historic buildings, but only one (1) balcony is historic (361 Main Street). Land Management Code (LMC) 15-2.6-3 requires

that no balcony projecting over City ROW may be erected, re-erected, located or relocated, enlarged, or structurally modified without first receiving approval from City Council. Finally, LMC 15-2.6-3(D) specifically states that “Balconies . . . may not be enclosed.”

Additionally, the LMC requires that the property owner submit a certificate of insurance or continuous bond protecting the owner and the City against all claims for personal injuries and/or property damage. Should the balcony encroach over the Public ROW, the owner is required to enter into an encroachment agreement with the City Engineer. Currently encroachment agreements exist for only two (2) balconies—255 and 530 Main Street. (City Engineer Matt Cassel has been diligent about obtaining encroachment agreements as they come up. It is unclear why they were not consistently attained in the past.)

Outdoor dining is a conditional use in the Historic Commercial Business (HCB) District for restaurants. Any outdoor dining must be approved through an Administrative Conditional Use Permit (Admin-CUP). Riverhorse and Wahso both have Admin-CUPs for their outdoor dining for summertime balcony dining. No other restaurants currently have approvals.

The following chart outlines the location, historic designation, and existence of Admin-CUPs for the existing balconies:

Business Name:	**Address:**	**Use:**	**Historic Designation:**	**Admin CUP for Outdoor Dining**
TMI	255 Main St	Multiple	Not Historic	
Red Banjo Pizza	322 Main St	Restaurant	Landmark	No
Berkshire Hathaway Home Services	354 Main St	Real Estate	Significant	No
Burns Cowboy Shop	361 Main St	Retail	Landmark	No
Woodbury Jewelers	421 Main St	Retail	Not Historic	No
Flannagans	438 Main St	Restaurant	Landmark	No
Robert Kelly Home	449 Main St	Retail	Significant	No
501 on Main	501 Main St	Restaurant	Not Historic	*Under review*
The Expanding Heart	505 Main St	Retail	Not Historic	No
The Cunningham Building	537 Main St	Office	Not Historic	No
River Horse	530-540 Main St	Restaurant	Landmark (Balcony is on the addition)	Yes
Quicksilver	570 Main St	Retail	Not Historic	Yes
Wahso	577 Main St	Restaurant	Not Historic	Yes
Gaucho/Above Condo	591 Main St	Retail/Residential	Significant	No
Destiny	608 Main St	Retail	Not Historic	No
Montgomery Life Fine Art	608 Main St	Retail	Not Historic	No
Condos	613 Main St	Residential (2nd level)	Not Historic	No
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Summit Sotherby's International Realty	625 Main St	Residential/Realty	Not Historic	No

Bahnof Sport	639 Main St.	Retail	Not Historic	No
Town Lift Condominiums	693 Main St	Commercial/Residential	Not Historic	No
Caledonian Hotel	751 Main St	Commercial	Not Historic	No

Analysis:

Design Guidelines for Historic Districts and Historic Sites

Staff does not believe that these seasonal enclosures of balconies over Main Street complies with the *Design Guidelines for Historic Sites and Structures* and conflicts with our goals for historic preservation.

Planning Staff's professional opinion is that the enclosure of the balconies detracts from the historic "western" appearance of our Mining Era Main Street. The appearance of balconies over the sidewalks adds appeal and interest to the rhythm and patterning of the Main Street historic district. These enclosures would change the massing of the structure and create the perception of the second floor extending beyond the plane of the façade and over the City right-of-way. By extending beyond the front plane of the façade, these seasonal balcony enclosures would also be blocking the views of neighboring historic buildings when looking up Main Street. Park City's Main Street is characterized by in-line facades with limited breaks in their massing. Staff finds that building over the balconies would break the well-articulated street wall along the sidewalk and will greatly disrupt the continuity of the street wall.

Scenario 1. *The balcony projects over Main Street adding interest to the street wall overall, but the balcony is also transparent and does not impede the view of the neighboring historic buildings.*

Scenario 2. *The seasonal enclosure extends over the city right-of-way. On the second level, the enclosure disrupts the continuity of the street wall and blocks the view of the Park City Museum.*

These balcony enclosures also threaten the historic integrity of historic commercial buildings. Staff finds that the proposed enclosures do not meet the *Design Guidelines for Historic Sites*. The construction of the enclosures would require the enclosure to be constructed atop historic exterior materials. Depending on the materials and the

connection, this construction could severely impact and damage the historic materials, components, finishes, and examples of craftsmanship.

Staff also finds that the proposed balcony enclosures will visually modify or alter the original building design. The majority of historic buildings with existing balconies already have second-level doors accessing the balcony; however, these doors are not original to the building. Flannigan's at 435 Main Street, for instance, would not be permitted to add a new door to access their balcony.

As will be discussed further in the next section, the Building Department will require the temporary enclosures to be constructed as permanent structures. Not only will this cause substantial damage to the historic building materials, but it will also require extensive restoration work to patch any damage made while connecting the new enclosure to the historic building. This may threaten the historic integrity of the building.

Should City Council wish to pursue the seasonal enclosures, staff would need to revise the Design Guidelines; however, staff believes that these seasonal enclosures conflict with our goals to preserve the historic character of Main Street. Should staff deny an individual application for a balcony enclosure HDDR because it does not meet the Design Guidelines, the applicant could appeal staff's determination to the Historic Preservation Board (HPB).

Land Management Code & International Building Code
The Land Management Code (LMC) was revised to address the duration of temporary structures in 2009. At that time, there were several temporary structures located on hotel properties in town that had been approved as temporary structures, but were left standing in virtual perpetuity. To ensure this trend would not continue, new duration parameters were adopted in 2009.

The LMC defines a temporary improvement as a structure built or installed, and maintained during the construction of a development, or during a special event or activity and then removed prior to release of the performance guarantee. Staff finds that the proposed balcony enclosures meet the definition of a temporary improvement, BUT extend beyond the duration of construction activity or a special event or activity as currently allowed by code. The winter season is not a special event.

The LMC stipulates that:

- All temporary structures greater than 200 square feet in floor area must submit structural calculations, wind load information, fire ratings, etc.
- A building permit is required for temporary structures greater than 200 square feet in area, or as determined by the Chief Building Official upon review of size, materials, location, weather, and proposed use.
- Temporary structures, such as tents, in no case may be installed for a duration longer than 14 days and for more than five (5) times per year on the same property or site, unless a longer duration or greater frequency is approved by the

Planning Commission consistent with the Conditional Use Criteria or as approved by City Council as part of a Master Festival.

*There have been instances where a temporary structure has been approved to stay up for greater than 14 days. Most recently, in 2013, the Planning Commission approved a Conditional Use Permit (CUP) at the Montage to allow for the construction of temporary structures for up to 15 times per year of which 4 structures would be allowed for a maximum of 60 days due to the high frequency of weddings and outdoor parties. The yurt at Park City Hotel was approved in 2007 for an extended duration for the benefit it provide to cross-country skiers, and the tent at the Yarrow Hotel was also approved to for up to twice (2) per year and a maximum of 180 days (i.e. the tent could be up 180 days consecutively, up to two (2) times per year)

The intent of this provision in the code was to allow events to run together if necessary, but each 14 day period would count toward the total allowed amount of five (5) times per year, or 70 days total. This limits temporary structures, such as tents, from standing indefinitely by allowing them to stand for only 70 days per year. The Planning Commission, however, may approve a longer duration or greater frequency through a Conditional Use Permit (CUP).

Permits have been issued in the past to permit temporary tent structures in order to allow restaurants additional tempered space on its balcony and permit wintertime use during special events, such as Sundance. During these special events and Master Festivals, tents have been approved through Administrative Conditional Use Permits (Admin-CUP). Tents are typically held in place on the balcony by water ballasts, heated by propane, and lit internally to meet the International Building Code (IBC). The duration of the tent has not exceeded fourteen (14) days.

Riverhorse hopes to imitate the success of their tent's use during special events by constructing a temporary 180-day enclosure on the balcony from approximately November 1st through April 30th that would promote winter-time use. The temporary enclosure would add approximately 350 square feet of restaurant space on the balcony and seat approximately twenty (20) patrons, or about five (5) tables of four (4). Given the duration of the proposed enclosure (180 days), staff finds that such a structure would be a permanent fixture during the winter season and should comply with the Historic District Design Guidelines.

As previously noted, LMC 15-2.6-3 (D) specifies that Balconies may not be erected, enlarged, or altered over a public pedestrian Right-of-Way without the advance approval of City Council. It goes on to specify that "Balconies…may not be enclosed." Staff finds that this proposal is in direct opposition to the current LMC. The LMC does not make exception for temporary, seasonal structures. The LMC would need to be amended in order to allow for balcony enclosures.

International Building Code

The International Building Code (IBC) defines temporary as less than 180 days. In reviewing the Riverhorse's proposal, the Building Department found the following requirements will impact temporary winter balcony enclosures:

- Fire sprinklers
- Exits within fifty feet (50')
- Lighting and ventilation
- Engineering for live loads, wind, roof capacity
- Fire separation on windows and roofing
- Snow shedding on public right-of-way (Main Street)
- Energy efficiency

Any temporary structure greater than 200 square feet in area would require a building permit. The balcony enclosure would have to be constructed as a permanent structure in order to meet the International Building Code, making it difficult and costly to construct and take down seasonally.

Other Concerns

In meeting with our Development Review Committee—comprised of the Building, Engineering, Public Works, Water, Legal, Snyderville Water Reclamation District (SBWRD), Fire District, and Sustainability Departments—the group identified other potential issues such as:

- Increased use of sewer and water
- Parking demands generated by additional tables within enclosures
- Increased strain on city resources for reviewing and monitoring enclosures
- Encroachment agreements for construction over city right-of-way
- Insurance and liability

Developing a program similar to summer dining decks

Riverhorse has suggested that the winter balcony enclosures could be approved through a program similar Summer Dining on Main. Overall, staff is not in support of the balcony enclosures; however, if City Council wished to pursue the balcony enclosures, staff has compared and contrasted the two programs and has found:

- The Summer Dining on Main program was developed to promote street activity and outdoor dining on Main Street. Though the dining decks are not subject to a complete Historic District Design Review application, the Design Guidelines are applicable to the project. The dining decks are required to complement the style of the existing building with which they are associated.
- Similar to the dining deck program which operates six (6) months from May through October, the proposed winter balcony enclosure program could operate approximately six (6) months from November through April.

- Currently, the dining deck program charges $550 per parking space of 20 feet. This was calculated based upon the loss amount of funds generated by the parking space during the summer season. Staff finds that it would be appropriate to request a rental rate similar to that of commercial square footage as the seasonal enclosure would expand the gross floor area of the commercial space. This is roughly $42-$60 per square foot annually, before Common Area Maintenance (CAM) fees. (This equates to approximately $3.50 to $5 per square foot monthly, before CAM fees.) Using the Riverhorse as an example, the rental income generated for the City would be approximately $1,225 to $1,750 per month for a balcony enclosure that is roughly 350 square feet in area.
- Currently, the dining decks are only permitted to those restaurants that serve lunch and dinner seven (7) days a week as long as the structure exists in the right-of-way (ROW). This promotes activity on the street. Staff finds that the balcony enclosures do not promote street activity and thus, there would be no need to limit the enclosures to only restaurants or to only businesses that are open seven (7) days per week.
- The Dining Deck Program requires the City to give a minimum of 72 hour notice to dining deck owners so that the decks may be removed to allow for street improvements. Staff finds that it is unlikely that any street improvements would be occurring during the winter months; however, in case of such an instance, it may be difficult to remove the balcony enclosure on such short notice if it is constructed as a “temporary” permanent feature. Such a provision could be part of the standard contract language.
- The code does not allow any improvements or permanent alterations to be made to City property without City Council consent. Staff finds that many of the existing balconies would need to be restructured in order to carry the load of a seasonal balcony enclosure. This would require City Council review and consent.
- No signs are permitted on the dining decks, except as approved by the Planning Department. Staff finds that no existing signs would be obstructed by the balcony enclosures; however, any new signs would be approved through a Sign Permit.
- Insurance is required for the dining decks, and the LMC stipulates that property owners insure their balconies. The enclosures would also require insurance.
- Snow shed issues onto sidewalk or parking areas on Main Street must be resolved prior to construction and approved by the Chief Building Official.
- The Design Guidelines and the Land Management Code will need to be amended in order to allow for the temporary, seasonal enclosure of the balconies.

In summary, staff has created a following chart to document the pros and cons of such a wintertime program:

Pros:	Cons:
• Rental income generated by balconies up to $3.50-$5.00 per square foot per month. • Expansion of Main Street businesses during peak occupancy during the winter • Extended use of balconies during the winter season	• Does not comply with the Design Guidelines for New Construction as the new enclosures will disrupt the rhythm and patterning of the street wall. • Does not comply with the Design Guidelines for Historic Sites as the construction of the enclosure will likely damage historic, exterior building materials • It will be difficult to design an aesthetically-pleasing enclosure that meets the International Building Code's requirements for fire safety, live loads, etc. • Snow shed issues will have to be addressed to avoid shedding onto sidewalks and parking areas. • Increased use of sewer and water • Increased parking demands • Increased strain on city resources and staff time for reviewing and monitoring the enclosures • The Design Guidelines and Land Management Code would need to be amended to allow for balcony enclosures.

Significant Impacts:
Staff finds that the enclosure of the balconies during the winter months would have a significant impact on the historic integrity of Main Street. In addition to opposing the enclosures due to aesthetic values, staff finds that the enclosures would require

additional inspections by the Building Department, cause greater water demands, and etc.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	~ Varied and extensive event offerings + Accessibility during peak seasonal times ~ Multi-seasonal destination for recreational opportunities	- Effective water conservation program - Reduced municipal, business and community carbon footprints - Enhanced conservation efforts for new and rehabilitated buildings	- Preserved and celebrated history; protected National Historic District ~ Cluster development while preserving open space ~ Shared use of Main Street by locals and visitors ~ Community gathering spaces and places - Primarily locally owned businesses	~ Fiscally and legally sound ~ Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Neutral ⇔	Negative ⇩	Neutral ⇔	Neutral ⇔
Comments:				

Consequences of not taking the recommended action:
Should City Council find that they would like to pursue this topic further, staff recommends that they receive input from the Historic Preservation Board (HPB) regarding compliance with the Design Guidelines. If the HPB supported the enclosures, staff would then return to City Council with a proposed lease agreement and policy for the program as well as a summary of the HPB's comments.

Recommendation:
Staff recommends that City Council support staff's decision that the seasonal enclosure of balconies above Main Street is not appropriate for our historic Main Street given the health and safety issues, demands on staff time, as well as the look and feel of our commercial core.

Council member Beerman has attended many Mountain Accord meetings. Stated that the December 3rd Community Outreach meeting has been postponed until early January. Live PC Give PC killed it and he is very proud of the community for raising over a million dollars.

2015 Legislative Update

Matt Dias spoke to the Council gearing up to the upcoming Legislative session. Spoke to the platform he created in the staff report discussing transportation, land use. Mayor and Council feel that the framework is a great idea and feel comfortable with the outline presented to Council. Dias stated that he did not want to look into the crystal ball but feels that there will be a push for transportation as well as the usual hot topics of clean air, health care. Discussed a proposed resolution that he will be bringing back to Council next week. Council member Beerman stated that he got a preview of the proposed transportation tax stating that it will be a very broad definition of transportation with this bill. He inquired about what the tax would mean to Park City. Dias stated that he will have a better number next week following the kickoff meeting. Council member Simpson inquired if this money will stay within our City. Dias stated that a city-wide option is available and he will have more information next week as well. Simpson inquired if there is any LGBT movement this time as the door was closed on those bills last year awaiting the Supreme Court ruling. Dias stated that anything is possible. Dias will be bringing back updates at each Council meeting until the close of the session.

Temporary Winter Balcony enclosure discussion

Planner Grahn stated that in September 2013 the Riverhorse approached the City regarding winter balcony enclosures. Staff is not in favor of the temporary winter enclosures as they would interrupt the view along Main Street as well as cause possible damage to the historic structures. Grahn outlined the LMC and International Building Code that would be against permitting these temporary enclosures. John Allen, Building Department, stated that he can agree that there is not a desire for the tent structures, as well as being unsightly they have energy efficiency deficits. Mayor Thomas feels that this winter program would be redesigning Main Street for the winter season and he agrees with Staff.

Council member Matsumoto stated that she does not have a problem with the dining decks and stated that there are only 5 restaurants with decks and they may not all want to participate and would be inclined to a shorter period of time. She also thanked staff for the wonderful report but does not see this as a negative aspect. Council member Peek stated that he feels that it will change the architectural pattern of Main and feels with the snow load impacts would be too great. Council member Henney stated he agrees with Matsumoto and would like to think that staff could make certain adjustments to make this work. Council member Simpson agrees with the Mayor. Council member Beerman agrees with Matsumoto and Henney and feels that there is not an impact and feels that during the summer there are large umbrellas up that interrupt the vibe and flow and also remembers the hurdles we had with the summer decks. Allison Butz spoke for the HPCA stating that they do not have a problem with adding square footage to the restaurants during the winter season.

Mayor Thomas spoke to the structural design and snow load issues of the property. Allen stated that each deck would have to go through a design review. Mayor Thomas stated that even with

a pilot program it would still impact the character of Main Street. Council member Simpson stated that she feels that this will be a lot of pain for not a lot of gain. Council member Matsumoto stated that she does not feel it should be allowed up year-round and looks at health and safety as a paramount issue and would suggest the HPCA take a look at this item but is still in favor. Sintz suggested a compromise that would allow the restaurants to keep the tents up for longer that the currently allowed 14 days to allow for more seating during the winter season. Council agreed that the proposed enclosures looked nicer than the tents. Mayor and Peek spoke again to the architectural load.

Seth Adams, Riverhorse, stated that he has worked with architects and have looked at the snow load and fire codes. They are looking at just adding time through the ski season and would like to give a different perspective to our visitors. Spoke to the impact to the adjacent buildings as well as the process of taking the structure up and down.

Kasey Crawford, business owner, spoke to the tent structure stating that it detracts from the appeal of Main Street.

Mike Sweeny took this from a perspective as a business owner and stated that he supports creative and innovative ideas to bring people into Main Street.

Mayor Thomas expressed his continued concern regarding this item. Foster spoke to the items staff will bring back a proposed lease agreement and a policy program as well as a read from the HPCA and the Historic Preservation Board as well as building guidelines.

Main Street Employee Parking Initiative
Blake Fonnesbeck, Public Works Director; Brian Anderson, Transportation and Allison Butz, HPCA spoke to the parking initiative stating that this has been an evolving plan to better serve our parking issues. Fonnesbeck stated that the Task Force that included HPCA members as well as staff looking at peak hour/peak day data to develop a final recommendation for Council. Fonnesbeck recognized the parking problem apparent in Park City. Outlined the recommendations stating that they looked at China Bridge proposing 6 hours per vehicle instead of the current 6 hours per space where they have identified spot jumping in the garage.

Council member Henney thanked staff for looking at resolving actual parking issues. Fonnesbeck outlined the changes for the China Bridge Pass with increased fee and restrictions on Friday and Saturday reserving the current restrictions during Sundance and Arts Fest. Council member Simpson stated her concerns with the transferrable pass and will exacerbate the problem. Council member Peek stated that in his mind the goal is to free up parking for visitors and feels that if there are problems then the task force should be able to change those restrictions. Council member Henney stated that he feels this is an appropriate step to help mitigate the issue. Fonnesbeck outlined the transportation system that will help encourage people to use the bus routes and the shuttle service. Mayor Thomas thanked staff and looks forward to the item coming back in a future meeting.

Introduction of new Park City Mountain Resort Chief Operating Officer Bill Rock
Mike Gore introduced Bill Rock as the Chief Operating Officer of Park City Mountain Resort sharing that the Council and Community will find his involvement outstanding. Gore asked the record to reflect that Bill brought the snow storm this evening. Rock thanked Gore for the great introduction and is very excited to be in the Community. Stated that his family is so excited to

Exhibit B

December 19, 2014

Anya Grahn
Park City Municipal Planning Department
445 Marsac Avenue,
PO Box 1480
Park City, UT 84060

RE: Riverhorse on Main Balcony Enclosure

Dear Anya:

The Historic Park City Alliance reviewed Riverhorse on Main's request to seasonally enclose their balcony to provide additional restaurant space during the winter months (November 1st through April 30th). The HPCA Board reviewed the submitted visuals showing the deck from both north and south perspectives, with and without the enclosure, at their December Board Meeting.

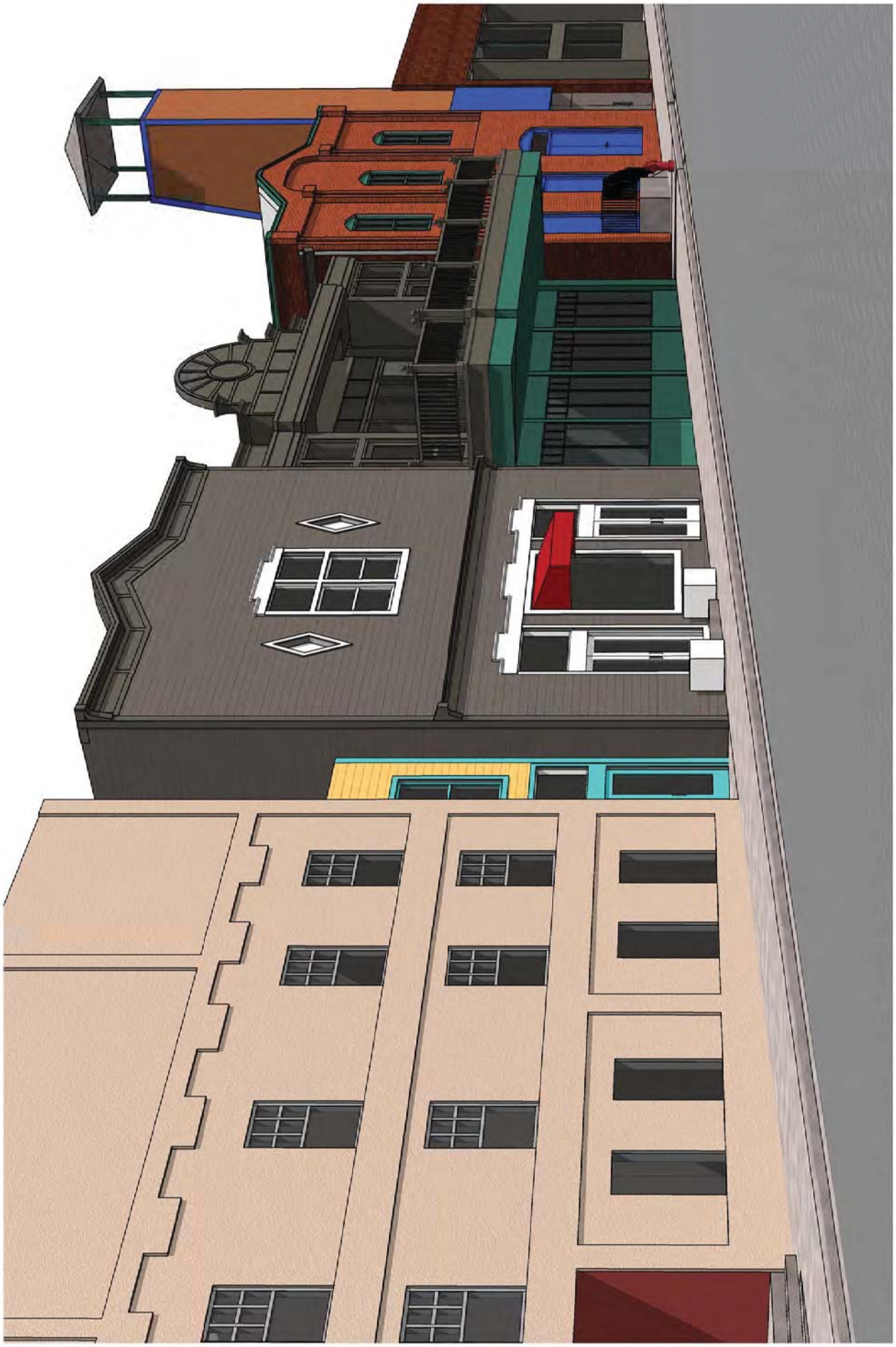
At the meeting, the HPCA Board unanimously supported the seasonal enclosure of the Riverhorse's deck. Puggy Holmgren abstained from the vote due to her role on the HPB Board. Support was also given generally for deck enclosures on non-historic buildings with restaurant uses.

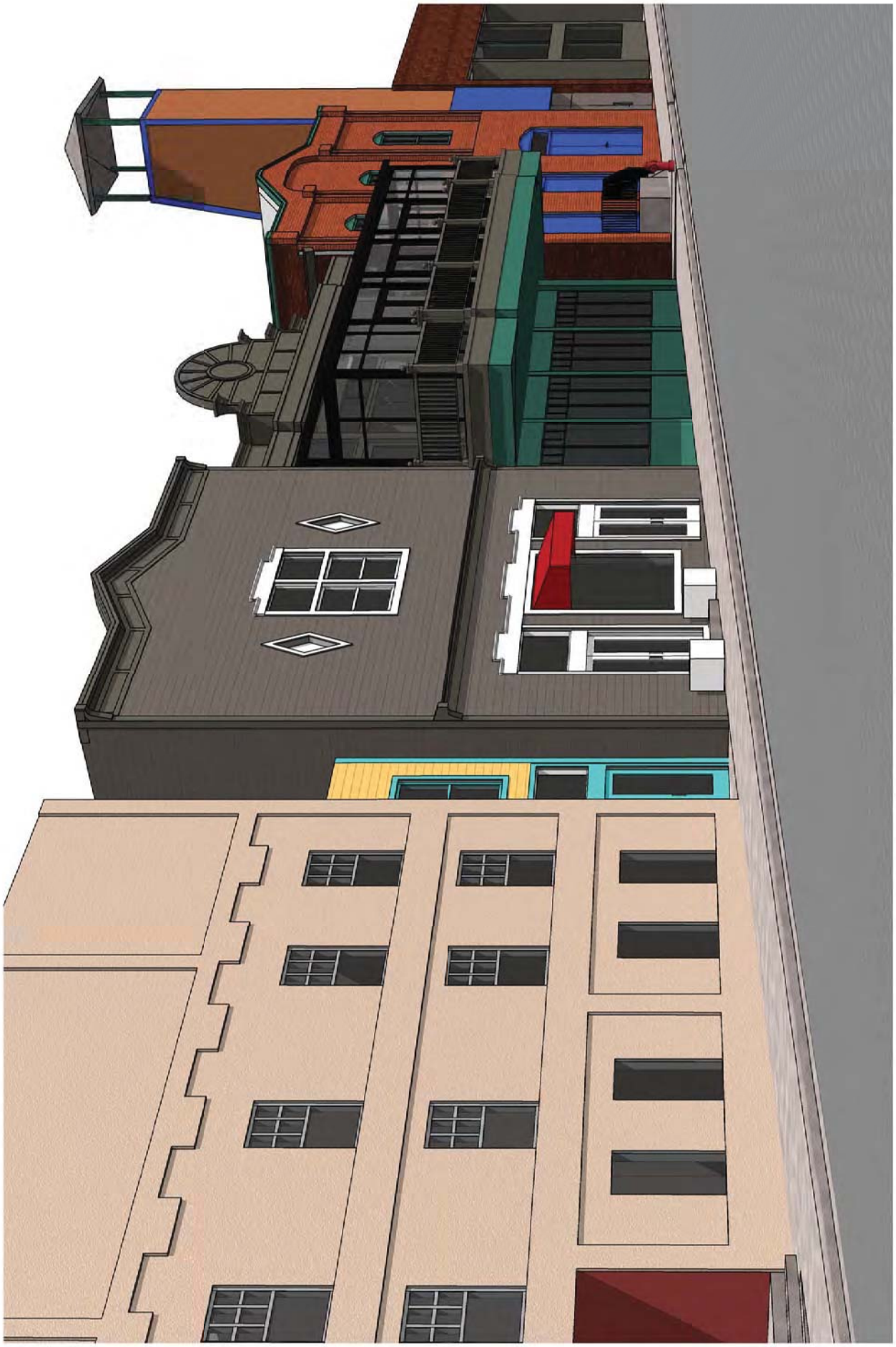
We thank you for the opportunity to provide input on this item.

Best regards,

Alison Butz
Executive Director

Historic Park City Alliance
PO Box 1348 Park City, UT 84060
www.historicparkcityutah.com





Staff) erred.

54.The appellant fails to specifically indicate how staff erred.

55.Staff found that both LMC standards and Historic District Design Guidelines for Historic Districts were met.

56.The appellant outlines the purpose statement of the HR-1 District.

57.The purpose statement serves as a preamble of the following LMC regulations as they do not mention any specific standards.

58.Staff does not find that the proposed use does not preserve present land uses or the character of the historic residential areas.

59.The proposed structure is not near any historic structures and does not discourage the preservation of historic structures.

60.Given the location of the site, the size of the structures provides a transition from the area east of echo spur towards Ontario Avenue.

61.The Plat Amendment combined single family development on combination of 25' x 75' historic lots.

62.The Planning Commission found that the proposed structure was properly mitigated for new development on steep slopes which mitigate impacts to mass and scale and the environment.

Conclusions of Law – 491 Echo Spur

1. The HDDR application complies with the Park City Design Guidelines for Historic Districts and Historic Sites.
2. The proposal complies with the Land Management Code requirements pursuant to the Historic Residential (HR-1).

Order
1. The appeal is denied and Staff's determination is upheld.

WORK SESSION

The Board revised the agenda and moved Temporary Winter Balcony Enclosures as the first item on the Work Session.

Temporary Winter Balcony Enclosures

Board Member Crosby recused herself from this discussion and left the room.

The Staff recommended that the Historic Preservation Board review the Staff's analysis of the proposed balcony enclosures over the Main Street right-of-way during the winter months, November through April, as well as proposed Design Guidelines. The HPB was being asked to make recommendations to City Council.

Planner Anya Grahn reported that the Staff's professional opinion is that the balcony enclosures are a threat to the look and feel of the historic character. Per the definition, a balcony provides coverage when entering from the ground level; and it is also a transitional space between exterior and interior and outdoors and indoors.

Planner Grahn understood that balcony enclosures were only temporary and the plan is to only keep them up for six months during the winter months. However, she was concerned that enclosing the balconies would alter the look and feel of Main Street and take away from the western appearance that exists. It alters the architectural design, the light and shade created by the design of the building, and the rhythm and pattern on the streetscape. Planner Grahn stated that a balcony overall contributes to the visual qualities of the building design. Enclosing the balcony changes the overall form and shape of the building. She was very concerned about enclosing balconies on historic structures because the seasonal removal and construction of the balcony enclosure could damage historic building materials.

Planner Grahn pointed out that the Riverhorse was proposing to enclose the balcony on the new portion of the building; however, their request would result in a program that would encompass all the restaurants on Main Street.

Another issue is that any new balconies would have to go before the City Council for approval. In some instances, if a building were to put on a new balcony, Planner Grahn was unsure whether the Staff would support changing the door and window configurations on the second level so the balcony could be enclosed during the winter season.

Planner Grahn reported that for historic structures the Guidelines are very specific about keeping new additions being subordinate and not being visible in the public right-of-way. Enclosing the balcony changes the form of the building and adds an addition to the front, which is something that would normally not be approved. Planner Grahn remarked that even a roof top addition on a historic building needs to be shielded and not visible. She noted that the Staff report contained a chart showing which balconies were historic and which were not.

Most of the balconies on Main Street are not historic and were added to the historic structure at a later time.

Planner Grahn asked if the HPB was interested in pursuing this program.

Seth Adams from Riverhorse on Main stated that the balcony enclosure they were suggesting would not be on a historic building and it would not connect to any historic buildings. He noted that they have looked at drainage, snow removal and other aspects associated with adding the balcony enclosure. Mr. Adams remarked that it was simply a matter of trying to make the most out of the winter season. The surrounding restaurants have that capability in the summer and he was looking to do that in the winter time. Mr. Adams thought 180 days was a generous time frame because winter is not that long and he specifically wants the balcony for the winter season. He would like the balcony to add to the historical integrity of people being out there in the summer, but adding the balcony for winter use allows people to perceive the historic nature in a way they have never experienced before. Mr. Adams remarked that they waited a long time for this to come before the HPB, and they were looking forward to a favorable opinion in order to compete in a seasonal town. Mr. Adams believed the process would address wind load, fire and other safety aspects and any issues could be worked through with the Fire Marshall and the Building Department.

Mr. Adams presented drawings and photos. He referred to comments about the balcony blocking the view of the Museum. Mr. Adams stated that he works closely with the Museum and he had asked Sandra Morrison to attend this meeting because she was in favor of their proposal. Mr. Adams expressed a willingness to work with any recommendations from the HPB that would allow them to move forward.

Chair Kenworthy pointed out that the Riverhorse has done this in the past. Mr. Adams replied that they are allowed to put up a tent for a two week period up to five times per year, but the tent does not hold up to the weather elements. A semi-permanent structure would give them the ability to ensure that their guests are warm and comfortable on the patio year-round.

Chair Kenworthy understood that the Staff was not looking for a final answer. The question was whether or not the Board thought it was something that should be pursued as policy. Planner Grahn answered yes. If the HPB is interested in pursuing it, it would be looked at as a possible change to the LMC and the Design Guidelines so if this program moves forward the Staff would have a mechanism to evaluate the structures.

Chair Kenworthy asked if the businesses who construct the temporary tents need to obtain approval each time. Director Eddington replied that approval for any tents must be obtained from the Planning and Building Departments.

Chair Kenworthy called for public input.

John Lundell stated that he has been an owner in Park City since 1997 and he has lived in Park City full-time for 12 years. Mr. Lundell was in favor of this proposal for several reasons. According to the Mountain Accord data, Summit County is the second fastest growing county in the Country and like it or not they can expect a lot of growth. Main Street is a particular problem because the businesses on Main Street cannot go up beyond 27' and they cannot go wide because there is no space. Mr. Lundell thought this proposal was a minimally invasive way to allow existing businesses some growth opportunities. A second reason is that outdoor dining has already been approved during the summer months, which is more disruptive to the historic look and feel. An enclosed balcony would be less intrusive. Mr. Lundell stated that by not allowing people to use their decks in the winter penalizes those without a ground floor. From the drawings he saw, it would not be intrusive to the historic atmosphere they were trying to maintain.

Ruth Meintsma, a resident at 305 Woodside, referred to the comments that a balcony tent would be something similar to the summer dining decks. She disagreed with that comment because the summer dining decks engage people with the historic character of the street. An enclosed tent would do the opposite and actually shut off humanity from the street. Ms. Meintsma remarked that summer dining also engages the people on the street with the humanity dining. During the discussions about summer dining, she recalled comments from the City Council about intrusive umbrellas on the street that could compare with the tent. Ms. Meintsma also disagreed with that comment because umbrellas are over people's head while the people are sitting in the open air; whereas the tents would be enclosed. Ms. Meintsma thought the images shown did not give any indication of the feel of what the enclosed balcony would do. She agreed with an earlier comment by Board Member Holmgren that computer images do not show what you need to see. Ms. Meintsma stated that the reasons for enclosing the deck when it is cold outside could be the same argument for summer. Park City has cold nights and there are times when it rains or even snows in July. She was also concerned about setting a precedent for a proliferation of balconies. Ms. Meintsma found it interesting that the historics on each side of the Riverhorse building are slightly proud. She wondered if when that structure was approved some of the Planners had the forethought of setting the building slightly back to show off those historics. She noted that a tent would eliminate that effect where the historics are proud and show themselves off.

Planner Grahn clarified that even though the Riverhorse was the first to bring this forward, the program would be for balcony enclosures up and down Main Street.

Casey Adams stated that Ms. Meintsma was right in saying that the balconies would not be the same as in the summer because it is a winter program. It is also a short timeframe. Ms. Adams thought it would benefit more people than just the Riverhorse because although they all agree that historic Main Street needs to be preserved, people who come to Park City to spend money would be benefitted as well. The Riverhorse was looking out for the people who come to support this town. Ms. Adams remarked that the architects have worked very hard on snow removal and other issues and concerns that have been presented.

Chair Kenworthy closed public input.

Planner Grahn reiterated that the question for the Board was whether or not they supported pursuing this program.

Board Member Melville understood that the City Council was asking the HPB for their recommendation. She wanted to know what criteria the Board should use to base their recommendation.

Assistant City Attorney McLean stated that it was actually a policy issue that would require amendments to the LMC and the Guidelines. These discussions were a kick-off from a policy standpoint of whether or not the program was something to consider. Ms. McLean recommended that they look for consistency with the General Plan and their thoughts of the Historic District. Currently, the proposal would not meet the Guidelines or the Code, so they could not use those to aid in their decision.

Mr. Adams stated that he is allowed to have temporary structures on the patio for 70 days a year. However, he could not remove it for one day and put it back up the next day to make it comfortable for his guests. He clarified that he was requesting an amendment to the Land Management Code, and he would follow whatever number of days the City would allow it to stay up if he could create a better atmosphere for his guests than a vinyl tent.

Board Member Melville asked Planner Grahn to show the renderings on Exhibit C. Ms. Melville referred to the picture of the open deck which has a western look. She pointed out that the picture of the enclosed deck eliminates the western look of the street. Ms. Melville remarked that the deck shown is not what the deck currently looks like. She asked Mr. Adams why he would not just build out to the property line to gain more square footage. Mr. Adams explained that it would affect the entrance to the Riverhorse and impact what they do at the top of the stairs. Obtaining this requested approval would change the master plan and the flow of the interior of the restaurant. They would still make the improvements shown, but it would make the cost worthwhile for making those improvements. Ms. Melville asked if the photo with the enclosure was showing exactly what the enclosure would look like. She was concerned about snow loading on the top.

Mr. Adams replied that they have talked about heat trays and guttering the water underneath the sidewalk. Ms. Melville clarified that Mr. Adams would have to do a lot more to create the permanent structure that was shown. She asked if there would need to be pillars on the sidewalk to support the extra weight. Mr. Adams answered no. Board Member Melville understood that in order to make this a permanent structure, they would have to build out more than what was being shown. Mr. Adams reiterated that they would have to have heating and air and gutters, but no additional support would be required.

Board Member Hewett clarified that the enclosure would only be temporary. Mr. Adams answered yes. He explained that it would be a tongue and groove type with aluminum poles and plexiglass windows.

Board Member Melville remarked that it could come off, but the visitors on Main Street during the winter would see it as a permanent structure rather than a temporary structure. If someone came in requesting a new building, she questioned whether the City would allow them to build a permanent structure out over the sidewalk because it would change the view of Main Street significantly. Planner Grahn stated that if the structure was proposed to be permanent it would not be approved because it is built over the City right-of-way and because of the form of the building.

Board Member Melville Ms. Melville stated that her concern is that an open deck has a western mining town look. Enclose the deck and that look is lost. Having that up and down Main Street would create a different look. She asked if the Board was willing to go with a different look for Main Street. Ms. Melville was concerned about setting a precedent. She named the buildings that already have decks and the ones that could build decks. Ms. Melville believed these were different from dining decks. Dining decks are clearly temporary because you can see through them and around them. Ms. Melville stated that because the Building Department would require a dining deck that is enclosed for six months to be built to permanent standards, it will look like the permanent way the building was designed.

Board Member Holmgren stated that she is a strong proponent of the dining decks during the summer, but there was controversy to allow those. She still hears people complain as she walks up and down the street. Ms. Holmgren believed this was another step in the right direction. She thought it was fabulous, particularly the fact that it is all tongue and groove and they have addressed snow removal and other issues. It would only be up for 180 days. She would not care if a visitor thought it was permanent because she knows that by Spring she would be sitting on an outdoor deck.

Board Member Hewett concurred with Board Member Holmgren. She thought it was a good idea and she believed people would look at it as a way to make

something historic current. Ms. Hewett thought people would be able to interpret the difference.

Board Member Holmgren stated that if someone wants to do something that is safe and good looking they should be allowed do it. She pointed out that all decks go through a design review and they have to be approved. She was not opposed to having more decks. Ms. Holmgren remarked that this was one of the best innovations she has seen in a long time that was good for Main Street.

Chair Kenworthy expressed his appreciation for the independence and the diversity of this Board. It opens his eyes and he hoped it benefits the Staff.

Board Member Beatlebrox did not have a definite opinion either way, but she could see no harm in looking into it further.

Chair Kenworthy disclosed that he is a restaurant owner with a dining deck and for that reason he would decline to make comment.

Board Member White asked if the roof of the temporary structure was glass or plexiglass. Mr. Adams stated that it was designed to be see-through plexiglass or some type of polyurethane. Mr. White stated that if it is see-through glass or plexiglass it would have very little or no snowload. It would have moisture but gutters and downspouts would take care of it. Mr. White stated that if it is metal and glass and they would no longer have to look at the vinyl tents, he favored pursuing it.

Assistant City Attorney McLean stated that because this matter is legislative, Chair Kenworthy could participate. Chair Kenworthy preferred to abstain. Ms. McLean encouraged his comments.

Chair Kenworthy thought it would open up a can of worms that could be looked into down the road. He did not want to be a hypocrite because this type of policy could work to his benefit. Chair Kenworthy understood that during the winter months the establishments are full to capacity and many people are turned away. As long as it is temporary and it looks better than what they are currently allowed to do, he thought it was worth pursuing. Chair Kenworthy thought it would be a slippery slope through the process, but he admires people who come in with different ideas.

Planner Grahn stated that since the majority of the Board were in favor of pursuing it further, they needed to review the changes that should be made and create guidelines for balcony enclosure throughout Main Street.

Board Member Melville understood that the majority rules, but she wanted it clear that she was adamantly against moving forward because it would change the

look of the architecture. She asked if they had consulted with the Historical Consultant to see if it would affect their designation as a Historic District. Planner Grahn stated that she spoke with Corey Jensen and the State Historic Preservation Office and he told her that if it is temporary it would not impact the National Register. Ms. Melville stated that temporary was one thing in terms of the Building Code definition of less than six months. However, temporary in terms of built upon standards and the majority of the visitors who come in the winter seeing a permanent structure attached to the outside of buildings changing the look of the architecture is a different issue. She pointed out that if the structures were permanent it would jeopardize the National Register; therefore it is an architectural change.

Chair Kenworthy personally preferred something closer to 120 days rather than 180 days.

Board Member Holmgren stated that when the City discussed outdoor dining decks guidelines were written on how they should be built. Ms. Holmgren was excited about the decks and she was excited about this next step. She remarked that Park City is historic but they also needed to be realistic.

Board Member Hewett liked the fact that the ceilings would be clear. She thought the timing was good and she had no concerns.

Given the late hour, Planner Grahn suggested that the discussion regarding changes to the LMC and the Design Guidelines for temporary winter balconies enclosures be continued to another meeting. The Board concurred.

Historic District Grant Program – Policy Review

Board Member Crosby returned to the meeting.

Planner Grahn stated that the goal for establishing guidelines is to give the HPB some criteria as a basis for deciding whether a project qualifies for going from Significant to a Landmark status. She reminded the Board that Landmark means the site is National Register eligible and it must be pristine.

Planner Grahn reviewed each guideline.

1. The building shall not have been reconstructed, panelized, relocated, or re-oriented.

In speaking with Ms. Meintsma this evening, Planner Grahn believed there were unique circumstances such as High West where this works and it can remain National Register eligible. However, in the majority of cases it is very rare for a structure to remain on the National Register if it is reconstructed or relocated.

Board Member Melville asked Ms. Meintsma and Board Member White for their suggestions based on their research and experience. She was unsure if the proposed guidelines would work when put into practice.

Ms. Meintsma noted that there was a footnote in the packet that explained the high West situation. It was unique because it was panelized, but they went to great lengths to keep the historic material and the interior, which the National Register is particularly interested in.

Board Member Melville understood that a site would not have to meet the National Register in order to go back to Landmark status. Planner Grahn replied that Landmark is a local designation. However, one of the criteria for being Landmark is eligibility for the National Register. It is a current criteria and that would not change.

Board Member White pointed out that restoration does not necessarily mean that the interior floor plan has to be historic. Planner Grahn stated that from the standpoint of the Planning Department they could not monitor interiors. However, a site that they believe is Landmark Status could be reviewed by Utah State History and they could say that because the interior was changed the site would not be eligible. She could not be able to make that determination but the State could. Mr. White stated that in all of the historic homes he worked on, they never worried about the interior.

Board Member Melville pointed out that there are Landmark structures on the HSI that she assumed had altered interiors. Planner Grahn stated that there are situations where a site could be eligible for the National Register because the exterior contributes to a district as a whole; or it could be eligible because individually the site is in pristine condition. She noted that the surveyors do not look at the interiors but they do look at the form of the building and how the interior has been altered. For example, if a structure was historically a hall-parlor and the walls were removed to make one room, it is no longer a hall-parlor design and it would not be eligible for the National Register.

Director Eddington clarified that the local criteria for a Landmark designation are looser than the National criteria. He believed they were equal to the National criteria for exteriors, but the criteria differs for interiors and that is where a structure designated Landmark by Park City could lose its National Register eligibility when reviewed by the State.

Board Member Melville recalled that the Board has looked at giving incentives for those who take their buildings from Significant to Landmark. Ms. Meintsma commented on two specific applicants to help put the criteria into perspective. She believed the limitations for reconstruction were clear because there is no

historic material. Panelization does not seem to work because too much material is lost. However, High West went to such extremes to save the materials and the interior in the process of panelization that they remained on the list. Ms. Meintsma did not believe an owner should be given the 10% for panelization, but it could be considered on a case by case basis for situations where extreme measures are taken. She liked the notation on the panelization and suggested that it should also apply to relocation.

The Board was comfortable with reviewing unique circumstances on a case by case basis.

2. If a new basement addition is constructed, no more than six inches (6") of the new foundation should be visible from the public right-of-way. If a historic foundation previously existed, then any new foundation shall match the historic in material, texture, composition, and color. The height of the original foundation above Existing Grade shall be retained—the new foundation shall not be shorter or taller above Finished Grade than what previously existed. No new underground garages are permitted.

Planner Grahn noted that currently basement additions are allowed to be raised two feet. The problem is when too much of the foundation is visible. She presented two scenarios. One showed a basement addition that was low to the ground and less visible. The second had added a basement but it was easy to see how much it was significantly raised and how much of the foundation was visible.

The Board was comfortable with Criteria 2 as proposed.

3. The transitional element used to connect the historic house to the new addition shall not consume more than twenty-five percent (25%) of the length of the historic wall. The length of the transitional element shall be fifty percent (50%) of the length of the two (2) sides of the historic building.

Planner Grahn stated that the Preservation Brief that talks about what additions to National Register listed buildings are, talks about making a clear transition and keeping the new addition subordinate. Planner Grahn remarked that the Staff suggests that instead of losing the entire rear wall, the transitional element should be limited to 25% of the length of the historic wall. That would allow more of the historic material to remain intact. Planner Grahn referred to the length of the transitional elements and provided an example to support the Staff suggestion for the criteria.

Board Member White stated that the transitional element needs to be visible and separate. He concurred with the Staff.

Ms. Meintsma liked the concept of the guidelines but she suggested removing the wording “of the length” and just say, “….25% of the historic wall.” If it is a two-story building they could make it a half-story and the entire connecting feature would be 25% total and not just the length. She also changed the wording from “historic wall” to “connecting wall”, because if the sidewalls and the façade are all historic but the back wall is new, the language “historic wall” would not work.

Planner Grahn stated that her concern is that sometimes the materials of the historic wall has changed and she would not want there to be any confusion as to when the rule should be followed.

Board Member Crosby used the Kimball Arts Center as an example and the plans of the previous drawings. She noted that the connector was relative small. However, now there is an empty lot with a new developer. If they propose to develop the plaza and lot adjacent to the historic portion on the corner, she asked if 75% of that wall would be undevelopable due to the connector. Planner Grahn replied that it would only be applied to grant applications. Ms. Crosby clarified that the criteria would not be part of the HDDR. Planner Grahn stated that it is only if an applicant wants the extra 10% boost. The reason for being so strict is to make sure the 10% is only given to those who make the extra effort to preserve the historic material.

The Board was comfortable with the language as written by Staff. For clarification, Planner Grahn suggested changing the language to read,“…the historic connecting wall”.

<u>4. The footprint of the addition should not exceed fifty percent (50%) of the historic footprint</u>.

Planner Grahn clarified that only the grant applicants who want the 10% boost would have to meet this criteria. It only addressed footprint and not height. It is an effort to keep the addition smaller and more subordinate. It would only apply to the footprint of the addition. Ms. Meintsma pointed out that the structure could be three or four stories and it could also have a basement

Board Member White thought 75% was more reasonable. Planner Grahn pointed out that if someone came in with a grant application, they could deny giving the extra 10% if they thought the mass and scale had been maximized.

The Board was comfortable increasing the percentage to 75%.

<u>5. The addition should not be visible from the primary right-of-way unless the property is a corner lot</u>.

Planner Grahn suggested changing the language to read, "The visibility of the addition should be minimized from the primary public right-of-way." Side additions could be reviewed on a case by case basis. The Board concurred.

6. Any later additions to the roof form such as dormers, sky lights, or changes to roof pitch must be removed and the historic roof form restored.

The Board concurred with the criteria as written.

7. Porch posts, railings, and materials shall be restored based on sufficient documentation.

The Board concurred with the criteria as written.

8. Window and door openings and configurations on primary and secondary facades shall be restored based on sufficient documentation.

The Board concurred with the criteria as written.

9. The existing grade shall be substantially unchanged following the project.

The Board concurred with the criteria as written.

10. Following completion of the project and issuance of a Certificate of Occupancy, but prior to grant payout, staff will return to the Historic Preservation Board with a Determination of Significance to ensure that the project meets the criteria in which to be designated a Landmark Structure

The Board concurred with the criteria as written.

Board Member Melville noted that 1063 Norfolk was one of the last houses that received a grant. She walked by the house the other day and notice a very modern front door and a very modern garage door. The retaining wall is metal rather than stone. She believed the owners had done the house correctly, but these visibly modern elements distract from the historic and they should not have been approved under the grant application. Ms. Melville asked Planner Grahn to look at the structure. If those elements are acceptable, she suggested that the Board should review what they were allowing with historic grants.

The meeting adjourned at 9:55 p.m.

Approved by _____

John Kenworthy Chair
Historic Preservation Board

Planner Grahn reported that the structure is associated with Parkite Martin Prist and its expansion is related to the boom before the panic of 1893. The structure also survived the great fire of 1898. The materials used were commonly found in Park City during this era. She pointed out that the Third Street Frontage is unique and speaks to how Park City was developing during this era.

Planner Grahn did not believe the structure meets the criteria for Landmark designation because it is not eligible for the National Register of Historic places. The post-1941 addition changes the rear roof form and has obliterated the significant character defining features of the historic house. However, the structure is significant to local history.

Chair Kenworthy opened the public hearing.

There were no comments.

Chair Kenworthy closed the public hearing.

Board Member Beatlebrox thought the HPB should support the Significant designation because it was supported before in all of its iterations.

MOTION: Board Member Beatlebrox moved to designate the house at 316 Woodside Avenue as a Significant Site on the Park City Historic Sites Inventory. Board Member White seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact 316 Woodside Avenue

1. The Park City Historic Sites Inventory (HSI), adopted February 4, 2009, includes 405 sites of which 192 sites meet the criteria for designation as Landmark Sites and 213 sites meet the criteria for designation as Significant Sites. This site was not included on the 2009 HSI.
2. The house at 316 Woodside Avenue is within the Historic Residential-1 (HR-1) zoning district.
3. There is wood-frame T-shaped cottage at 316 Woodside Avenue.
4. The existing house structure has been in existence at 316 Woodside Avenue since circa 1889. The structure appears in the 1889, 1907, 1929, and 1941 Sanborn Fire Insurance maps. A 1904-1904 tax photo of Park City also demonstrates that the overall form of the structure has not been altered.
5. The house was built c. 1889 during the Settlement and Mining Boom Era (1868-1893) by Martin Prisk, an employee of the Marsac Company. Between 1907 and 1929, a rear addition was constructed to fill-in the wing of the T-shape cottage. Staff finds that these changes have gained historical significance in their own right, and that the house is historic. A later, post-1941 addition was also

constructed across the rear of the house.
6. The house is clad in drop novelty siding, simple wood trim, and Victorian-inspired details reminiscent of the Settlement and Mining Boom Era.
7. The structure is T-shape plan and typical of the types of residential structures built during the Settlement and Mining Boom Era. Further, T-shape cottages were part of a national Romantic movement towards the picturesque and dynamic plans in Victorian art and architecture.
8. The site meets the criteria as Significant on the City's Historic Sites Inventory.
9. Built circa 1889, the structure is over fifty (50) years old and has achieved Significance in the past fifty (50) years.
10. Though the post-1941 addition to the house has altered the rear roof form, the structure has retained its Essential Historical Form. The Land Management Code defines the Essential Historical Form as the physical characteristics of a Structure that make it identifiable as existing in or relating to an important era in the past.
11. The house structure is important in local or regional history because it is associated with an era of historic importance to the community, the Settlement and Mining Boom Era (1868-1893)

Conclusions of Law – 316 Woodside Avenue

1. The existing house structure located at 316 Woodside Avenue meets all of the criteria for a Significant Site as set forth in LMC Section 15-11-10(A)(2) which includes:
(a) It is at least fifty (50) years old or has achieved Significance in the past fifty (50) years if the Site is of exceptional importance to the community; and
(b) It retains its Essential Historical Form, meaning there are no major alterations that have destroyed the Essential Historical Form. Major alterations that destroy the Essential Historical Form include:
(i) Changes in pitch of the main roof of the primary façade if 1) the change was made after the Period of Historic Significance; 2) the change is not due to any structural failure; or 3) the change is not due to collapse as a result of inadequate maintenance on the part of the Applicant or a previous Owner, or
(ii) Addition of upper stories or the removal of original upper stories occurred after the Period of Historic Significance, or
(iii) Moving it from its original location to a Dissimilar Location, or
(iv) Addition(s) that significantly obscures the Essential Historical Form when viewed from the primary public Right-of-Way.
(c) It is important in local or regional history, architecture, engineering, or culture associated with at least one (1) of the following:
(i) An era of Historic importance to the community, or
(ii) Lives of Persons who were of Historic importance to the community, or
(iii) Noteworthy methods of construction, materials, or craftsmanship used during the Historic period.

2. The existing house structure located at 316 Woodside Avenue does not comply with all of the criteria for a Landmark Site as set forth in Land Management Code (LMC) Section 15-11-10(A)(1). The structure does not meet the criteria for landmark designation as it is not eligible for the National Register of Historic Places due to post 1941 alterations that have damaged and obliterated significant character-defining features of the historic structure.

WORK SESSION
Temporary Winter Balcony Enclosures

Board Member Crosby recused herself and left the room.

Planner Grahn reported that the Riverhorse had approached the City Council about the possibility of creating a seasonal balcony enclosure program. In November the City Council requested feedback from the Historic Preservation Board. The HPB had a brief discussion but tabled further discussion due to the late hour.

Planner Grahn stated that currently there were a few conflicts with balcony enclosures in the Design Guidelines. The Guidelines are strict about new additions being visually subordinate to historic buildings when viewed from the public right-of-way. The Staff is concerned that annual construction and removal could be detrimental to historic building materials and intensify wear and tear. They also believe that the proposed balcony enclosures visualize and alter the original building design. Additional concerns include energy-efficiency, snow shedding of shed roofs on to Main Street, the seasonal assembly and disassembly, increased water and sewer impact fees to name a few.

Planner Grahn asked whether the Board was comfortable with having seasonal balcony enclosures on both historic and non-historic buildings, or whether it should be limited to non-historic buildings given the amount of wear and tear of attaching and removing temporary structures.

Chair Kenworth asked Planner Grahn to define the current tent situation that the City allows for these balconies. Planner Grahn stated that currently if someone wants to put up a tent on their balcony during the winter months it goes through Administrative Conditional Use Permit process. The applicant is allowed to up a tent for a two-week period. She recalled that one applicant can have five Administrative CUPs for a total of 70 days combined. The tent should be taken down between each CUP or the owner will be fined.

Board Member Holmgren recalled that the temporary structures have to be built as though they were permanent. Planner Grahn answered yes. Ms. Melville asked about the balcony itself. Planner Grahn remarked that in some cases the

balcony itself may need to be upgraded for structural supports. She believed it would have to be reviewed on a case by case basis because each building is unique and different.

Board Member Melville stated that in her personal opinion it putting up and taking down a permanent enclosure on a historic façade would be very detrimental. She was opposed to allowing enclosures on historic structures. Ms. Melville stated that she was also generally opposed to balcony enclosures on newer buildings because the enclosures visually modify and alter the original building design. She also thought the enclosures would have an impact on the historic district. Planner Grahn stated that it would not impact the historic district because the enclosures would be seasonal. If they were to permanently enclose balconies there would be an issue with the National Register. She noted that the State Historic Preservation Office was adamant that temporary structures do not get considered for the National Register. Ms. Melville stated that at least visually it would alter the Historic District. Planner Grahn agreed.

Chair Kenworthy pointed out that the tents that are currently allowed also alter the visual. He asked the representatives from Riverhorse to offer their opinion.

Seth Adams with Riverhorse thought the tents were much more of a detriment to the visual appearance. He did not put up a tent this year and he was lucky the weather was nice. However, they would like to have the ability to use the balcony all the time, which was why they were making this request. Mr. Adams did not believe the enclosure impacted the visual integrity of what people on the street see walking on Main Street. Mr. Adams remarked that one of the objectives for the enclosure is to get people out on the deck to look up and down Main Street.

Chair Kenworthy asked Mr. Adams if the building was historic. Mr. Adams stated that where the balcony is was not historic. The entrance of the Riverhorse on the Main Street level is historic. Chair Kenworthy asked what percentage the business would increase with the enclosure. Mr. Adams estimated 10%. He clarified that it allows them to take the waiting space in the restaurant and convert it into seats. The balcony would be used to corral people in order to create more dining space inside the restaurant, but there would not be tables on the balcony. Chair Kenworthy asked if the enclosure was needed for six months. Mr. Adams answered no. He thought December 15th through April 15th would be sufficient.

Board Member Melville referred to page 295 of the Staff report and noted that the balcony was currently curved and the building façade is further back. She understood that Mr. Adams was proposing to rebuild the balcony to square it up. He replied that this was correct. Squaring up the corners would add a few square feet to the size. The reason was to make the temporary structure fit

better. Ms. Melville understood that they were also proposing to bring the façade out further than where it currently sits. Mr. Adams replied that it would only be the corners beneath the archway.

Board Member Melville clarified that the building shown on page 296 with the enclosure would not be allowed to be constructed as a permanent structure. Planner Grahn answered yes. If the Riverhorse was to propose this permanently it would not be supported by the Guidelines. Planner Grahn pointed out that Mr. Adams is the only one who has proposed the enclosure, but they need to look at it holistically in terms of how it could be managed up and down Main Street.

Board Member White noted from the table on page 277 of the Staff report that only three properties wanted this type of structure. Planner Grahn explained that the Staff looked at who on Main Street has an Administrative CUP, which is required for outdoor dining in the summer. Of all the businesses on Main Street only three do, and one was under review last year. Mr. White asked if the businesses that said no could change their mind. Director Eddington answered yes. He pointed out that the three identified were the ones who have applied for an Administrative Conditional Use Permit. The rest would have that ability. Director Eddington stated that there were 15 non-historic structures out of 21 shown on the table.

Board Member Melville assumed other buildings could build a balcony as well. Director Eddington stated that they could but they would need permission from the City Engineer to encroach over the public right-of-way. Planner Grahn noted that balconies need City Council approval because they do extend over the City right-of-way. Director Eddington agreed that with City approval more balconies could be built on Main Street if they apply for an Administrative CUP for outdoor dining.

Board Member White how many properties would have to do structural work in order to enclose their balconies. Director Eddington stated that the Staff had not done that analysis, but he assumed that most would require some type of structural work for both historic and non-historic structures. Mr. White asked if the same applied for tents. Director Eddington believed the tents still needed to meet load capacity for the number of people. However, that situation was different than connecting a new structure to a building. The temporary structure would have more connections and structural challenges to the existing façade, but the requirements for load capacity would be about the same.

Chair Kenworthy asked how this would affect Grappa. They were not on the list but they put up tents all the time on their patio. Director Eddington replied that this was only for balconies. Chair Kenworthy noted that TMI was not listed but they have outdoor dining. He names others that were not listed.

Board Member White clarified that the only visual example they have is for Riverhorse. Director Eddington stated that Riverhorse was the only application they had received. Board Member Holmgren thought it needed to be determined on a case by case basis. Mr. White thought the temporary structure looked better than a white tent. However, he was apprehensive about putting glass and steel temporary structures on historic buildings. Planner Grahn stated that the Staff had drafted guidelines to address the issues and to be consistent when applicants come in with an application for a balcony enclosure. The guidelines would also ensure that they protect the look and feel of Main Street.

Board Member White thought it was obvious that whether it was a tent or an enclosure these structures would not go away. Planner Grahn explained that if someone has a balcony on Main Street and they wanted something more permanent than a tent for the winter months, they could apply for that type of enclosure. She stated that the Staff would treat the process similar to the dining deck program except that it would be a winter balcony enclosure program. Mr. White clarified that each structure would be reviewed on a case by case basis. Planner Grahn answered yes, but guidelines need to be in place for consistency.

Board Member Beatlebrox asked if the guidelines on page 280 of the Staff report were enforceable. Planner Grahn replied that it was an issue they needed to discuss.

Planner Grahn reiterated her earlier question about limiting enclosures to new buildings versus historic buildings, or whether it should be allowed on all structures.

Board Member Holmgren did not believe they should delineate between old and new. Board Member Melville disagreed. She thought it would be even worse if they were allowed on historic buildings. Board Member Beatlebrox agreed. Board Member White concurred with Ms. Melville and Ms. Beatlebrox. He was not comfortable putting that type of temporary structure on a historic building.

Planner Grahn summarized that the answer was No on historic structures but Yes on non-historic buildings. Board Member Melville stated that she was generally opposed to the structures on any building on Main Street at this point.

Planner Grahn read proposed language to the LMC to say that, “Balconies may not be enclosed permanently. Temporary seasonal balcony enclosures may be appropriate on some structures.” She thought that gave some leeway for structures where the Staff did not believe it would be appropriate. Chair Kenworthy understood that this would only pertain to the ones on public pedestrian right-of-ways. Planner Grahn answered yes. Board Member Holmgren asked how the language ensures that the enclosures would not be

allowed on historic buildings. Planner Grahn stated that additional language could be added to exclude historic structures. Ms. Melville suggested specifying non-historic buildings.

Chair Kenworthy stated that the Flanagan's Building is a Landmark historic building and he would never want to see a temporary structure on it for any reason. He noted that the balcony is probably 99% over a public right-of- way which would eliminate the opportunity. Since it was his building he was very comfortable not having the enclosure.

Planner Grahn reviewed the proposed revisions to the Design Guidelines for the Main Street District as outlined on page 180 of the Staff report. She noted that new construction is everything that was not designated as historic on the HSI.

The first guideline addressed historic sites in Park City. She added, "Temporary structures are not subject to review of the National Register of Historic Places" which is true by the national Park Service.

She added a new Guidelines, "Temporary winter balcony enclosures are reviewed by the programs criteria and are not addressed by these specific Design Guidelines."

Board Member Melville questioned why they would say it was not addressed by the Design Guideline. Planner Grahn stated that the Staff thought it was better to have a separate set of guidelines for review because it is less confusing than having them incorporated into the Design Guidelines. Director Eddington clarified that there were so many conflicting guidelines relative to a new temporary structure that it would not work well and could cause confusion. Planner Grahn noted that summer dining decks have a separate set of guidelines. This would fall under that category.

Chair Kenworthy stated that Flanagan's has a dining deck and they have to go through the requirements and permitting process. From his point of view and a business standpoint, they are providing a customer service. He understands that there is opposition to dining decks and he respects those opinions. However, in a situation like the Riverhorse it allows the owner to provide customer service in a resort town and people enjoy the dining decks on the street. Contrary to popular belief they do not make a lot of money from dining decks, but the reward is happy customers. Chair Kenworthy remarked that in granting his request, Mr. Adams would be able to provide an operational solution in a historic building to improve customer service. Chair Kenworthy thought six months was too long and would prefer a four-month time frame. He thought it was important to balance historic preservation with the ability to provide better customer service.

Board Member Holmgren understood from previous conversations that Mr. Adams was addressing the issues of snow shedding and removal and other safety factors. She thought this was positive for Main Street. It is a piece of magic and people who experience it will never forget it. Ms. Holmgren felt strongly that they should allow this to happen. However, she agreed that the time limit should be less than six months. She felt positive that this was brilliant, new and innovative for Historic Main Street and she would like to see it approved.

Mr. Adams favored a shorter time period as well. He would be comfortable if the winter was 180 days.

Planner Grahn reviewed the proposed guidelines for balcony enclosures and requested feedback from the Board on each one.

1) The enclosure must be constructed on a balcony on Main Street. There would be no balconies on Swede Alley or any side streets.

The Board pointed out balconies that already exist on Swede Alley. They noted that the Caledonia is on a side street and they have a balcony. Chair Kenworthy thought it would be difficult to limit it to Main Street. Planner Grahn suggested that they eliminate the guideline.

2) There may be times when it is not appropriate to enclose a balcony due to the unique historic character and architectural detailing of the historic building. Planner Grahn noted that the guideline no longer applied based on their discussion and the decision not to allow it on historic buildings.

The Board discussed whether or not the guideline could apply to non-historic structures. Planner Grahn suggested changing the language to say, "…due to unique conditions or circumstances" to address an unforeseen situations where enclosing a balcony may cause life/safety issues. The Board concurred.

Planner Grahn read the language as revised, "There may be times when it is not appropriate to enclose a balcony on a non-historic building due to the unique conditions or circumstances".

Board Member Beatlebrox asked if they needed to define unique circumstances. Planner Grahn stated that currently the Planning Director and Chief Building Official are the ones who determine a unique circumstance and she thought they should make that determination for the enclosures as well. The Board agreed.

3) The applicant must demonstrate that the temporary enclosure will not damage the existing façade and/or side walls with repeated attachment and detachment.

Planner Grahn stated that this guideline was no longer necessary based on their earlier decision.

4) The enclosure and balcony shall respect the architectural style of the building. Planner Grahn clarified that even on new buildings they would not want something that did not match what exists or keep with the theme. The Board agreed.

Chair Kenworthy suggested that they prohibit signage. Planner Grahn asked if they wanted to prohibits signs completely or whether they should include language stating that any new signage will required a sign permit application. The Board unanimously wanted signage prohibited for the temporary enclosures.

5) The enclosure shall retain existing railings in order to achieve a design consistent with open balconies and maintain the character of the original building. She asked if the Board agreed that the railings should not be removed.

Director Eddington suggested that they keep the railings on the balconies to keep it looking like a balcony. The Board agreed.

6) The existing exterior wall may not be removed seasonally in order to accommodate the balcony enclosure. The Board agreed.

7) The enclosure must not block existing door and window openings on neighboring buildings. The Board agreed.

8) Enclosures should consist of clear glazing set in window frames that generally match the mass, scale and material as those used for the glazing frames of the building itself. The Board agreed.

9) Draperies, blinds and/or screens must be located in a traditional manner above doors and windows. Draperies, blinds and/or screens should not be used within the balcony enclosure if they increase the bulk appearance of the enclosure. The use of these must blend with the architecture of the building and should not detract from it. Materials should be high quality, color-fast and sun fade resistant.

Planner Grahn stated that she had borrowed the guideline from Vancouver, where they have balcony enclosures on condo buildings. The concern is that when people drape the interior of the glass, it appears to be bulky and heavier, and less open. She was unsure whether that would occur on Main Street, but the language could protect it from occurring.

Board Member Beatlebrox suggested saying that draperies, blinds or screens are not required. Board Member Holmgren preferred not to allow them at all. They would still want people to be able to look in or look out.

Mr. Adams stated that the only reason he would consider a blind would be the hour or two as protection from the blinding sun. Other than that he could see no reason to have them.

Board Member Holmgren did not favor the concept at all. The Board discussed potential language to address the issue of blocking the sun like Mr. Adams had suggested, but not using them as a barrier.

Board Member Beatlebrox suggested language to say, “Sun screens permitted and should be used only during times of extreme sun and should not be obstructive.” The Board was comfortable with that language.

10) The balcony must be situated so as not to interfere with pedestrian movement on the sidewalk. The Board agreed.

11) The closure must have direct access to the restaurant’s dining area. The Board agreed.

12) The design must address snow shedding.

Board Member Melville asked where in the language it says that a building permit is required and it must comply with Building Department requirements.

Planner Grahn stated that if they add language indicating that a building permit is required, the Building Department would make sure it complies with the International Building Code. The Board favored adding language regarding the building permit.

13. Any changes to the exterior façade of the building, proposed changes to the existing balcony, or construction of a new balcony shall be reviewed by Staff as part of the Historic District Design Review. New balconies extending over the City right-of-way will require approval of the City Council. The Board agreed.

14. The construction of any temporary tents should be approved through an Administrative Conditional Use Permit for up to fourteen (14) days. Free-standing tents will not be considered the same as balcony enclosures.

Planner Grahn clarified that tents would still be treated as tents and balcony enclosures would be a separate program.

15. Any new signage will require a Sign Permit application.

Planner Grahn noted that this guideline was no longer necessary because signage was addressed in a previous guideline where the Board agreed to prohibit signage.

In terms of the time frame for having the enclosure, The Board agreed on four months. Director Eddington preferred to have specific dates and suggested December 15th to April 15th.

Mr. Adams noted that the time frame for summer dining decks was 180 days. Board Member Beatlebrox thought 120 days was sufficient. Director Eddington pointed out that dining decks have specific dates so everyone knows when they are allowed to go up and when they have to come down.

Chair Kenworthy suggested a maximum four month window between December 1st through April 30th. Director Eddington asked if they wanted to limit it to four months. Mr. Adams stated that personally he would like to put it up right after Thanksgiving and take it down when PCMR closes.

Board Member White suggested November 15th to April 15th. Director Eddington recommended specifying dates and not talk about a four month limit. It would be consistent for everyone and it would make it easier for Building and Code Enforcement to monitor.

The Board was comfortable with a November 15th to April 15th time frame.

Chair Kenworthy thanked Mr. Adams for his input.

The meeting adjourned at 8:47 p.m.

Approved by _____
John Kenworthy, Chair
Historic Preservation Board

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

This report details the developments of the Victim Advocacy Program over the past six months. During that time the program has continued to serve victims through on-scene crisis intervention, follow-up, and court assistance services. The number of victims served, violent incidents that have occurred, and services provided are outlined in this report. Also discussed are some previous issues the Victim Advocacy Program has addressed, including call-out policy and better serving our Spanish speaking victims. Resolutions and continuing efforts are also detailed in the attached report.

Respectfully:

Malena Stevens, Victim Advocate Coordinator

City Council
Staff Report

Subject: **Victim Advocacy Program Update**
Author: **Malena Stevens**
Department: **Public Safety**
Date: **June 25, 2015**
Type of Item: **Informational**

Topic/Description:
This report is an informational update on the Park City Victim Advocacy Program.

Background:

Victim Services:
Since the beginning of the Park City Police Department Victim Advocacy Program, victims of violent crime within our community have been given support, assistance, and resources to help them heal from abuse. We continue to serve victims through on-scene crisis intervention, particularly to victims of domestic violence and sexual assault; we also provide additional follow-up services.

Advocates have worked closely with law enforcement to ensure that our services are offered and utilized as much as victims want and need. Regardless of the situation or circumstances, victim advocates respond to the scene for crisis intervention for every domestic violence and sexual assault incident. Advocates will also respond to other incidents—assaults, lewdness, stalking, etc.—as determined by law enforcement.

During the past six months our department has effectively addressed policy issues regarding call-outs, and the directive now indicates specifically that sergeants will call-out a victim advocate for all domestic violence and sexual assault regardless of the circumstances. The following chart indicates how many different violent crimes Park City Police Department has handled during the past six months and how many victims were assisted. (Please note that our program assists all of the victims of the crime, including family and friends of the directly injured person).

Incident Type	Number of Incidents	Victims Served
Domestic Violence	25	50
Child Abuse	4	4
Threatening	13	1
Sexual Assault	11	16
Assault	23	5
Harassment	18	3
Stalking	1	3
Lewdness	5	2
Protective Order Violations	3	3

There are many different ways to assist victims. We provide follow-up services for victims regardless of whether or not crisis intervention services were utilized. However, having an advocate on-scene has been helpful for victims because they have a personal contact that can explain the actions of law enforcement, offer encouragement, provide for immediate physical comfort needs, listen to victims as they process through what has happened, and explain the investigative process. This service has helped victims countless times as law enforcement has focused on the investigation while advocates assist and focus on the victims. The following chart indicates the main services we provide and the number of victims served within the past six months. Within each category there are multiple services offered that are tailored to the specific victim and her/his situation.

Service Type	Victims Served
On-Scene Crisis Intervention	42
Follow-up Support Services	68
Court Assistance/Support	38
Protective Order Filing Assistance	15

Additional Services:
The Victim Advocacy program continues to also assist individuals during unattended death situations and suicides by providing crisis intervention services and resources to surviving family members and friends.

Volunteer Victim Advocates:
During the past six months the Victim Advocate Coordinator recruited two new Victim Advocate Volunteers to join the current group of volunteers; there are currently six active Victim Advocate Volunteers. These volunteers have gone through various trainings, including online training, group training, and individual training. Volunteers also have had the opportunity to attend local and regional conferences to learn from other victim advocates in the area and attend quarterly trainings held by the department. Over the past six months volunteers have devoted 2,344 hours to our crisis response effort. During those hours volunteer clear their schedule and ready themselves should an incident occur where someone was victimized. Most of the Victim Advocate Volunteers are local residents, and we also have several volunteers from the University of Utah who are doing internships for the School of Social Work.

The Victim Advocacy Program is still searching for Spanish speaking volunteers. As suggested, we have discussed the matter with some of our community partners who have previously utilized Spanish speaking volunteers. Many of our partners are also struggling with finding and retaining Spanish speaking volunteers for their programs. We continue to advertise and seek out these volunteers through networking, media, and other avenues. In the interim, we continue to work closely with our Spanish speaking officers and the Peace House Bilingual Outreach program to ensure that our Spanish speaking clients receive the services and information needed.

Significant Impacts:

Communication & Dissemination of Information:
Of the violent crimes committed in Park City, one of the most prevalent is domestic violence, which statistics indicate affects one in three women statewide throughout her life. We are also seeing an increase of male victims of domestic violence who need assistance and service, which has added a different dynamic to our program's approach. There are many barriers that keep victims from reporting, including past negative experiences with law enforcement. In addition to providing additional information, both in English and Spanish, to the community about our program and services, the Victim Advocacy Program has been focusing on improving collaborations with community partners. In order for our community to properly serve victims of domestic violence we must work together and communicate effectively to disseminate information.

Coalition Participation:
The Victim Advocacy Program continues to be represented on the Summit County Domestic Violence Coalition and Summit County Suicide Prevention Coalition. Currently the Domestic Violence Coalition is working together to institute a community-wide lethality assessment in Summit County. Lethality assessments are an effective tool at helping victims of domestic violence understand how much danger they are in, specifically their chances of becoming a victim of homicide at the hands of their partner. This program would follow the direction the state is currently pursuing with several pilot programs recently approved/funded by legislature. There is also a possibility that additional funding will be available for this program from the state as it expands in coming years. The Domestic Violence Coalition is also working on October Domestic Violence Month activities and performances to raise awareness of domestic violence within our community.

Analysis:
The Victim Advocacy Program is expanding in a positive direction. We continue to serve more victims of violent crime within Park City, and we are developing more effective partnerships within the community. Our program's participation in various community coalitions has assisted with exposure of our program and resources, and it has allowed us to develop additional relationships. Our volunteers also provide additional sources of exposure for our program as we recruit and train new volunteers and also as volunteers explain our program to their associates.

Next Steps:
We continue to seek out Spanish speaking volunteers; however, with the difficulty this has proved thus far the Victim Advocate Coordinator will also be taking Spanish classes to better enable her to work with our Spanish speaking clients. The Victim Advocate Coordinator will also attend the National Organization for Victims Assistance Conference to ensure that we are utilizing the most up-to-date methods of assisting victims.

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Please review City Council meeting minutes from June 4, 2015 for approval. Thank you.

Respectfully:

Karen Anderson, Deputy City Recorder

PARK CITY COUNCIL MEETING MINUTES – DRAFT
SUMMIT COUNTY, UTAH
June 4, 2015

CLOSED SESSION

To discuss Property, Personnel and Litigation

STUDY SESSION

Community Engagement Update

Due to the length of the discussion and presentation Robinson will present this item during the June 11, 2015 meeting.

General Housing Update

Rhoda Stauffer and Phyllis Robinson spoke to the new pricing for affordable housing, stating applications will be taken starting June 18th. Council member Simpson asks how they choose applicants. Stauffer says most likely they won't need to use a lottery system. IHC employees will be given priority for some of the units, as will those who have lived in school boundaries the longest. Beerman asks if the affordables are part of their own HOA. Stauffer states there's a master HOA and several sub HOAs within the affordables.

On the regulatory side, Stauffer states they have an RFP out to determine the best way to do updates to the housing resolution and land management code. Focused on redevelopments, stating master plan developments and annexations are not allowed in certain parts of town, so they are looking at trigger mechanisms to bring back some options for Council. Council member Simpson asks if everything being built can have an affordable housing option. Stauffer states yes that can be part of the consideration. Council member Peek suggests establishing a square footage threshold. Council member Henney suggests accessory apartments could be involved in the conversation regarding trigger mechanisms. Council member wondered if accessory apartments should be put to a larger vote. Kayla Sintz, planning director, states accessory apartments and how to handle them are becoming hot topics in lots of communities across the country.

Robinson reports on the status of Lower Park Avenue, stating Staff will be presenting a set of development alternatives to Council on July 16th following the Design Studio, which will take place June 13th – 16th.

Staff has put out an RFP for 1450 1460 Park Avenue architectural services for seven single family units. Staff will return to Council on June 25 for architect award, and will have a site plan for review in August. Council member Simpson asks Council to affirm how they will move forward regarding these two properties so that they are sure to "walk the walk." She suggests Staff get a good feel from legal before they give direction to the chosen architect on moving forward with these properties. Council member Matsumoto asked if stand-alone condos can be an option so that possibly more units can be built. Robinson states the least complex solution is for single family, fee simple units.

Regarding city-owned property, 664 Woodside, Staff is asking for direction on whether to rehabilitate for city housing or dispose of it. Council member Beerman prefers to sell it as it would require a great deal of work to restore. Council member Simpson would like to know the cost to restore first before disposing

member Matsumoto says she's interested in knowing if it can be made into two units, a lower and upper apartment, for

affording housing. Council suggests Staff pull the old report from three years ago to get a feel for how much it will require to restore, as well as looking into the possibility of having two units.

Robinson asks Council if they want Staff to look at doing preliminary evaluations on city owned parking lots – Mawhinney, Flagpole, China Bridge & Sandridge lots. Council member Simpson sates she would like to see a manager's report on each lot to see if housing is a feasible option. Council member Beerman is curious to know the potential number of units for each location and options for them. Mayor Thomas feels we should hold a public hearing to consider affordable housing on the North 40. Council member Beerman states he would like to see the two Habitat for Humanity lots, currently under the ownership of Talisker, cleared from Talisker's obligation to clear the way for the city to make more units there.

Robinson also asks for direction from Council on creating a Blue Ribbon Housing Commission. Council asks Staff to proceed on creating one.

Council Questions and Comments and Manager's Report

Ann Ober states on June 15 at the Santy Auditorium there will be a Growth Forum. The second part of the forum will be June 23 and 27th, which is more of a neighborhood discussion with two Council members per meeting at different locations. Council member Henney suggests Staff use social media to invite the public to these events. Ads will start running on Saturday and Staff asks the council member who will be on the radio tomorrow to mention them. Council member Simpson asked to be assigned to the Old Town location.

Robinson reminded Council of the Ribbon Cutting Ceremony for the new library on June 13th. The Book brigade will begin at 11:30 followed by the ribbon cutting at noon. Other events will be going from 1:00 - 6:00 pm.

Council member Henney mentioned yesterday he woke at 5:45 am due to a rooster crowing in the Lower Snow Park parking lot. Animal control showed up but did not relocate the rooster but he is gone now so someone removed him.

Council member Simpson thanked Staff for organizing the city/county council and school district meeting Monday regarding the school district's master plan. Attended a Wildfire Police Meeting at the DNR. They discussed the trigger point for when the state would assume payment of a wildland fire. Changed to way they're talking about it to say "financial authority" rather than "delegation of authority." Attended a Board of Health meeting where the Park City Eats Program for school children was discussed, and she got some environmental health updates and Rich Bola, head of the Health Department, passing along his thanks to Michelle DeHaan and water staff for their quick response to the Oakley water issue. Attended a Fire Board meeting where she updated them on Mountain Accord. Had a meeting with Anita Lewis, assistant county manager, their emergency manager and Hugh Daniels to get them up to speed on the Wildland Fire legislation.

Council member Matsumoto attended the Historical Society meeting this morning and reports the museum is seeing more and more school kids each year. This year they had 1,800 kids visit to learn about our mining heritage; and this year was the first North Summit kids were able to attend this year due to RAP tax grant funds for busing.

Council member Beerman states he has attended five Mountain Accord meetings and looks forward to when they reach an accord. Got to spend the day in a NEPA meeting where they discussed how issues would be approached from a NEPA aspect. Saw a great movie at the Park City Film Series, "Merchants of Doubt" that he encourages all to see. Says Matt Abbot and Tyler Poulson were on the panel and did an ou

Attended a Lodging Association meeting this week and gave them a Mountain Accord update. Brian Richards from Mountain Town Stages was there; he has created a website called parkcitylivemusic.com from the RAP tax grant that allows you to search what bands are playing in Park City venues
Attended the school board master planning meeting last night where there was a good conversation held on affordable housing. Reports the 50th anniversary celebration of the Treasure Mountain Inn will be held June 13th.

Council member Peek also attended the joint school board/county meeting where the following issues were discussed: school master plan, transportation plan, school sustainability update, anti-idling ordinance and talk of the county facilitating a South Summit/Park City school district meeting to discuss development on the east side of Highway 40.
Park City Sailing held a Sail-a-Palooza two-day event this last weeken where a lot of families showed up for a barbeque and sail training.

Mayor Jack Thomas attended a meeting with Nicholas Scow from Utah Rivers Council where Scow presented the Rain Harvest concept, a presentation on how you can harvest and use rain water. Asked if Council would be interested in having them come and give a presentation. Council said yes. Council member Beerman suggested reaching out to local student Mike Wong, who has done work on storage tanks.

Manager's Reports: Daly-West Update and Historic Preservation Update
No questions or comments.

City Manager's Recommended Budget Discussion: Fee Schedule, Comprehensive Emergency Management Plan and Budget Policies
Korey Kersavage and Nate Rockwood spoke to the fee schedule changes by the following departments: water, finance, recreation, cemetery, ice, special events, library and parks & fields. Kersavage reports a pumping surcharge will be enacted in place of an across-the-board rate increase. A liquor licensing section was added to the fee schedule as it was not included previously. Council member Matsumoto states she is not comfortable with enacting a special meeting fee. Rockwood explains the legal department advised that fee be included for late applicants. Council member Simpson feels it is the applicant's fault for their inability to properly plan on time and they should be charged the fee. Mark Harrington explains Council asked for this to be addressed and this is what was implemented to help cover extra costs for Staff time. Council Beerman asked if Council could make decisions for extra fees on a case-by-case basis. Harrington advised against doing that. Beerman asks if the special meeting fee would come in to play at any other time than at Sundance. Harrington says it's 95% for Sundance. Council member Peek is in favor of the special fee. Council member Matsumoto asked if the costs are shared for liquor licenses when requested by multiple applicants and asked for clarification on how the fee is broken down per applicant. Rockwood said they will come back with clarification on that for the final budget. Council member Simpson is in favor of the fee and suggests we see how it goes next year.

Kersavage reports Recreation is asking to charge a fee for reserving volleyball courts in city park. Council member Simpson asks why it's cheaper to reserve two courts versus one, to which Rockwood states they will have Ken Fischer clarify.

Jenny Diersen spoke to the fees for spaces in Miner's Hospital and the new library. After comparing similar spaces, they've categorized the fee schedule based on the nature of the activities. Diersen explained the four different fee groups and how the costs break down based on the nature of their activities. Council member Beerman asks if the fees involve cleaning. Diersen says cleaning fees are built in but that they are able to charge extra for messes after the event. Council member Peek asks why Miner's Hospital fees are less than the new library fees. Diersen explains the costs they arrived at are based on comparable spaces.

Kersavage spoke to the ice fee increases involving curling equipment, room ball equipment and skate mounting. New fees have been created for birthday parties, locker rentals, season passes for figure skaters, skate sharpening punch passes, skate oven, hockey equipment rental and hockey goalie punch cards.

Council member Matsumoto asked about the $300 building demolition permit and states she feels the charge should be higher and more restrictive. Council member Beerman agrees, pointing out the fact that an historic home was accidentally demolished this year might precipitate having more supervision and therefore higher fees. Council member Simpson suggests Council put this topic on the agenda to discuss at a later time.

Kersavage spoke to the special events/police fee schedule, stating fees have been raised to account for officers' holiday pay. The Council compensation ordinance includes a two percent increase and will be adopted on June 18th, according to Council direction; also Kersavage asked for direction from Council on how to distribute the $200 given to each employee due to the health care plan deductible increase. Council asks for checks.

Hugh Daniels spoke to the Comprehensive Emergency Management Plan which will be adopted next week. Daniels explained some of the bigger changes to this year's plan include hazardous vulnerability reviews on risks to the community in that they were able to cut some down and combine others. Risk factors were also updated.

Rockwood spoke to the policies that are being changed. Budget policy changes reflect the budgeting for outcomes process they now follow. Economic Grant policy is being changed to define funding sources and putting guidelines on when applications are due. Another change is to the operating contingency account for emergencies guidelines on how the money can be accessed. Lastly, they have clarified the language for contract and purchasing policy.

Mountain Accord Interlocal Agreement

Ann Ober spoke to the amended Mountain Accord blueprint. Ober states the Cottonwood Canyon and Park City connection will not being included in the Environmental Impact Study (EIS) and clarified the NEPA study is the overarching process and the EIS is the actual on-the-ground document for the two canyons. Ober states the Council will need to weigh in on additional funding, the Interlocal Agreement and their stance on the blueprint; voting will take place June 18th.

Ober mentioned benefits of the latest blueprint draft, which include: creation of an environmental assessment/scorecard. Executive team will be putting $250,000 towards this; Salt Lake County is

willing to put extra money towards this and are willing to house it; Guardsman Pass Road to remain closed in the winter; and a study and potential funding for enhanced bus service and up Parley's.

Other discussion points: development of legitimate and immediate study of rapid bus connection between Salt Lake and Park City via Parley's and Kimball Junction and where this falls with other transportation priorities. Laney Jones with Mountain Accord states Salt Lake is anxious to partner with Park City to get people from Salt Lake County to Park City via the I-80 corridor. States rail up I-80 is extremely expensive and an EIS on rail at this time would be a stretch. The focus would be on better bus service at Kimball Junction and along Highway 224. Ober continues, stating Guardsman Pass will stay closed in the winter from Bonanza Flats to Big Cottonwood Canyon. Jones states the Mountain Accord Board supports this closure but is remaining silent on the pass between Bonanza Flats & Deer Valley.

Ober outlined the land preservation discussion regarding the 600 acres of federal land on the Summit County side of the ridge. This land would not be considered wilderness due to its proximity to the Wasatch Crest Trail but will be included in addition protection by the Public Lands Group of Mountain Accord. Based on past conversations, staff recommends Council choose to take no action or send a recommendation to the county followi 18th Council meeting. Council member Simpson states Council wants to tell the county they support whatever

language they decide on. Diane Foster recommends Council discuss where they're at on these issues for the public's benefit.

Council discussed the following issues: Does Council support removing the link from the EIS at this time? Council says yes. Council member Simpson asked about the economic study they discussed that's not part of Mountain Accord. Ober states it is a non-binding study that's included as an option for Council which would look at various transportation modes would impact our community's economy. Does Council support continuing to study the link in a nonbinding process, or does Council want to eliminate further study of this connection? Jones clarifies any type of connection between Big Cottonwood and Park City would have to be approved by Salt Lake City, Salt Lake County, Park City and possibly Summit County. Council member Henney states he is confused as to why we're bringing up a connection between Cottonwood and PC as it was not supposed to be a part of Mountain Accord. Council member Peek states he is against any type of study regarding tunnels or a rail system. Council member Beerman suggests a NEPA study would be beneficial as the best solutions would come from that process, and that we have a lot of opinions but no good information as a baseline. Council member Simpson agrees with Beerman in that we need answers especially after all the angst we have gone through as a community. Council member Henney states he is in favor of the language if an actionable item will not come from it. Council member Matsumoto says she is not interested in rail on I-80 as it will increase traffic and make Park City more of a bedroom community for Salt Lake, but does feel information gathering from the study would be a good thing. Jones explained we're breaking the mold with this study. She researched similar studies to get a feel on how to proceed but couldn't find any. Mayor Thomas asks who would we be doing the economic study for: us or the Wasatch Front? States it's too early for a study because factors may change.

Foster clarifies we have unanimous Council support for removal of any connection between Big Cottonwood Canyon Park City. Council member Peek reiterates he is against any type of train or tunnel because we are not equipped to handle the amount of numbers that mode of transportation would bring. Council member Beerman explained the study's purpose is simply to provide information. Council's consensus is no for a NEPA or economic study. Council will take public comments on this subject at June 11th's meeting; will take public comment then ask for Council's recommendation on the ILA and all these decisions on June 18th.

Mayor Thomas opened the public hearing.

Rebecca Gerber stated she feels a study would be beneficial and is a good way for us to know what could potentially happen. She asks Council to go forward with the NEPA study and feels taking anything off the table at this point would be premature.

Rich Wyman states he is cautiously optimistic and wishes to congratulate Council and all those included in the Mountain Accord process since it is very unique and difficult. He disagrees with Gerber and agrees with Council member Peek in that if we don't want something we shouldn't study it. He's happy to see us take a big step forward in moving the Cottonwood connection out of the way so we can move forward.

Neal Krasnick states he agrees with Gerber. Growth is inevitable and things will change and we need to face those facts without being too narrow minded.

Carolyn Frankenberg agrees with Council member Peek in that if we're not interested in a Cottonwood/Guardsman connection we shouldn't waste time studying it. She states it's clear to her that the public is not interested in that right now. Regarding the 600 acres of public land, she has heard there is pressure from Vail not to preserve it. Asked for clarification from Council on whether that is a prerogative for them as she thought she heard Simpson say it wasn't. Simpson clarified that the land lies in Summit County and that she meant we should follow their lead. Frankenberg says we don't need to intrude on this land because she feels our ski resorts are big enough already.

Sarah Langridge says she is pro connection between the ski resorts. She feels it's ridiculous all the money we spend on advertising to get people here, but then when they get here they have to face traffic jams and inadequate parking. She advises Council to look to future generations and what is in their best inte
Council's own private interest.

Alex Butwinski feels the study is warranted because it gives future councils a feel for what our thinking was today and why we decided not to go forward.

Bob Wheaton, Deer Valley Resort, states what we are discussing today is not inconsequential and that decisions being made now are ones we will live with for a long time. He feels a tunnel idea is ludicrous. States a study would not affect action and asks Council to consider making an informed decision by going forward with the study in order to quantify their position.

Andrew McLean, board of directors for Wasatch Back Alliance, reiterates the fear of studies is that they can be bought, and that should be a big concern of doing the study. Regarding the 600 acres of public land, there would be a lot of opposition in the back country community in giving that land up.

Bill Rock, COO Park City Resorts, states our focus is on Park City and Summit County and that they feel Mountain Accord is an insufficient vehicle for this discussion.

Mayor Thomas closed the public hearing.

2015 Legislative Transportation Update-moved to the June 11, 2015 meeting

REGULAR MEETING

I. ROLL CALL - Mayor Jack Thomas called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, June 4, 2015. Members in attendance were Jack Thomas, Andy Beerman, Dick Peek, Liza Simpson, Tim Henney and Cindy Matsumoto. Staff members present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Mark Harrington, City Attorney; Marci Heil, City Recorder; Karen Anderson, Deputy City Recorder; Ann Ober, Senior Policy Advisor; Nate Rockwood, Budget Director; Jed Briggs, Budget; Korey Kersavage Budget; Jason Glidden, Special Events Director; Heinrich Dieters, Sustainability; John Boehm, Planning; Rhoda Stauffer, Sustainability.

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council member Henney recused himself on item number 4.

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

Bruce Erikson spoke to the Lower Park Avenue redevelopment act. He wishes to bring attention to the issue on behalf of Park City seniors. All the things accomplished in the town in the 70s and 80s are due to them and their efforts. He asks Council to give senior concerns a high priority and that a senior living center be constructed next to the Senior Center and that not too much change be imposed on how they want to live.

II. CONSIDERATION OF MINUTES

1. Minutes for April 23 and May 7, 2015

Council member Peek moved to approve the minutes pending addition of a record of those in attendance from April 23 and May 7, 2015
Council member Beerman seconded
Approved unanimously

III. CONSENT AGENDA

1. Consideration of a Change Order in a Form Approved by the City Attorney's Office with WaterSmart Software to Extend the WaterSmart Program for Three Years in an Amount Not to Exceed $128,450

Council member Simpson moved to approve a change order in a form approved by the city attorney's office with WaterSmart Software to extend the WaterSmart program for three years in an amount not to exceed $128,450
Council member Matsumoto seconded
Approved unanimously

IV. APPOINTMENTS AND RESIGNATIONS

1. Consideration of the Library Board for the Appointment of Jane Osterhaus and Jess Griffiths, and Reappointment of Jerry Brewer to Serve on the Library Board for Three-Year Terms Beginning July 2015.

Council member Matsumoto moved to approve the appointments of Jane Osterhaus and Jess Griffiths, and reappointment of Jerry Brewer to Serve on the Library Board for three-year terms beginning July 2015
Council member Simpson seconded
Approved unanimously

V. NEW BUSINESS

1. Public Comment Elevation Based Surcharge

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

2. Consideration of a Resolution Forming an Advisory Committee to Special Events Being Held in Park City in a Form Approved by the City Attorney.

Jason Glidden spoke to the resolution forming a Special Events Advisory Committee stating that staff has provided clarity regarding the fact that applicants must live in City limits, have a cross section from varying neighborhoods and staggering terms. Council member Simpson inquired about the term limit; Glidden thanked her for a great catch as staff had not considered term limits. Council agreed on two three-year terms.

Council member Beerman moved to approve a resolution forming an advisory committee to special events being held in Park City in a form approved by the city attorney with amended term limits
Council member Simpson seconded
Approved unanimously

3. Consideration of a Resolution of the City Council Park City, UT Authorizing the Summit County Community Development and Renewal Agency to Include Park City Within the Boundaries of the BE WISE, ENERGIZE COMMUNITY DEVELOPMENT AREA

Matt Abbott and Lisa Yoder, County Council, stated that this would allow people in the County to apply for loans to make energy efficient choices in their homes. Yoder states the program will be launched October 1, 2015. Council member Beerman thanks Yoder for leading this initiative and asks if communities don't wish to participate can they be carved out? Yoder says yes.

Council member Henney moved to approve a resolution of the City Council Park City, UT authorizing the Summit County Community Development and Renewal Agency to include Park City within the boundaries of the BE WISE, ENERGIZE COMMUNITY DEVELOPMENT AREA
Council member Peek seconded
Approved unanimously

4. Consideration of an Easement on City-Owned Property to the Christian Center of Park City to Accommodate a Turn-Around for Donations.

Heinrich Dieters and Jim Boehm state the Christian Center is going through an expansion process that could require an easement on city property. Dieters asked Council to approve the easement to allow them to proceed with their planning process as they need to show the Planning Commission that the city is willing to grant the easement. Council member Simpson asks if there is any stipulation to take the easement back if the Christian Center becomes a different business entity. Harrington explains Council can add a current use language amendment to the easement. Harrington states he will add the new language.

Council member Beerman moved to approve an easement on city-owned property to the Christian Center of Park City to accommodate a turn-around for donations with amended language
Council member Simpson seconds.
Approved 5 - 1 (Henney recused)

5. Consideration of an Ordinance for the 1021 Park Avenue Subdivision, Located at 1021 Park Avenue, Park City, Utah, Pursuant to Findings of Fact, Conclusions of Law and Conditions of Approval in a Form Approved by the City Attorney.

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

Council member Simpson moved to continue consideration of an ordinance for the 1021 Park Avenue subdivision, located at 1021 Park Avenue, Park City, Utah, pursuant to findings of fact, conclusions of law and conditions of approval in a form approved by the city attorney to June 18, 2015
Council member Henney seconded
Approved unanimously

6. Consideration of an Ordinance for the Cardinal Park Subdivision, 550-560 Park Avenue & 545 Main Street – Plat Amendment to Create Three (3) Lots of Record from Five (5) Lots Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney

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

Council member Matsumoto moved to continue consideration of an ordinance for the Cardinal Park Subdivision, 550-560 Park Avenue & 545 Main Street – plat amendment to create three lots of record from five lots pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the city attorney to June 18, 2015
Council member Beerman seconded
Approved unanimously

7. Consideration of an Ordinance for the -259, 261, 263 Norfolk Ave-Consideration of the First Amended Upper Norfolk Subdivision Plat-Amending Conditions of Approval on Ordinance No. 06-55 Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney

   Mayor Thomas opened the public hearing. No comments were heard. Mayor T
   closed the public hearing.

Council member Peek moved to continue consideration of an ordinance for the -259, 261, 263 Norfolk Ave-consideration of the first amended Upper Norfolk Subdivision plat-amending conditions of approval on ordinance No. 06-55 pursuant to findings of fact, conclusions of law,
and conditions of approval in a form approved by
the city attorney to June 18, 2015
Council member Simpson seconded
Approved unanimously

8. Consideration of the 327 Woodside Amended Subdivision Pursuant to Findings of Fact, Conclusions of Law and Conditions of Approval in a Form Approved by the City Attorney.

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

Council member Simpson moved to continue consideration of the 327 Woodside amended subdivision pursuant to findings of fact, conclusions of law and conditions of approval in a form approved by the city attorney
Council member Henney seconded
Approved unanimously

VI. ADJOURNMENT INTO HOUSING AUTHORITY MEETING

Council member Simpson moved to adjourn
Council member Henney seconded
Approved unanimously

VII. HOUSING AUTHORITY MEETING

1. Roll Call - Mayor Jack Thomas called the meeting of the Housing Authority to order at approximately 6:57 p.m. at the Marsac Municipal Building on Thursday, June 4, 2015. Members in attendance were Jack Thomas, Andy Beerman, Dick Peek, Liza Simpson, Tim Henney and Cindy Matsumoto. Staff members present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Mark Harrington, City Attorney; Marci Heil, City Recorder; Karen Anderson; Rhoda Stauffer, Sustainability
2. Consideration of the IHC Housing Plan

Rhoda Stauffer, Sustainability; Morgan Bush, IHC; Doug Clyde, Peace House; and Cy Hut, Park City Medical Center, joined Council to discuss the IHC Housing plan policy decisions to include: term of land lease, density considerations and shelter and transitional housing fulfillments to meet the housing obligation.

The land lease for Peace House is for 40 years at $1 per year with 5 year extensions. Stauffer outlined that there was a change to findings of fact number 8 to read “totaling to 9,600 square feet or more.” Council member Matsumoto asked, when the lease is up, does the hospital still fulfill the housing requirement. Morgan states yes, it's an ongoing requirement. Council member Simpson asked why have two 5-year leases instead of one 10-year lease. Bush explains this is a standard IHC lease agreement but the option lies with Peace House, not IHC.

Regarding the density calculation, Stauffer explains Staff recommends that if future density is granted to the hospital for future development, we deduct the Summit County units from that density calculation.

Lastly, if Council approves the plat of approval, Staff recommends changes Item 8 to "the owner proposes to lease land to the Peace House for a campus that includes a minimum of 12 transitional housing to 9,600 square feet or more, 7200 square feet or more of shelter space and one employee apartment of a

minimum of 800 square feet" to allow Peace House more flexibility with the size of their units. Council member Beerman asks if Summit County is on board with the transaction, to which Stauffer explains they have already worked everything out on their end.

Mayor Thomas opened for public hearing. No comments made. Mayor Thomas closed the public hearing.

Board member Peek moved to approve the IHC
Housing Plan with amended language
Board member Beerman seconded
Approved unanimously

Simpson moved to adjourn. Beerman seconded. Approved.

Approved unanimously as amended to include the change to findings of fact number 8

3. Adjournment

Board member Simpson moved to adjourn
Board member Beerman seconded
Approved unanimously

CLOSED SESSION MEMORANDUM
The City Council met in a closed session at approximately 1:00 p.m. Members in attendance were Mayor Jack Thomas, Andy Beerman, Dick Peek, Cindy Matsumoto and Tim Henney. Staff members present were; Diane Foster, City Manager; Mark Harrington, City Attorney; Matt Dias, Assistant City Manager. **Council member Henney moved to close the meeting to discuss Property, Litigation and Personnel. Council member Simpson seconded. Motion carried.**

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

Prepared by Karen Anderson, Deputy City Recorder

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff Worked Jointly with the HPCA on Main Street Area Parking During the Past Year and Presented Findings in an Update to Council on March 5, 2015 (Link to that Staff Report is Http://Www.Parkcity.Org/Modules/ShowDocument.Aspx?Documentid=14521 (Pages 13-17). During that Session Council Directed Staff to Complete a Parking Study to Determine Parking Alternatives and Rates. This Report Requests Authorization to Enter a Contract for Those Consulting Services.

Respectfully:

Brian Andersen,

City Council
Staff Report

Subject: **Parking Strategic Management Plan**
Author: **Brian Andersen**
Department: **Public Works**
Date: **June 25, 2015**
Type of Item: **Administrative**

Summary Recommendations:
Staff recommends the Council consider authorizing the City Manager to sign the Service Provider/Professional Services Agreement in a form approved by the City Attorney with Nelson Nygaard for consulting services to develop a parking strategic management plan in an amount not to exceed $141,715.

Executive Summary:
Staff worked jointly with the HPCA on Main Street area parking during the past year and presented findings in an update to Council on March 5, 2015 (link to that Staff Report is http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=14521 (pages 13-17). During that session Council directed staff to complete a parking study to determine parking alternatives and rates. This report requests authorization to enter a contract for those consulting services.

Topic/Description:
Award of contract for parking consulting services

Acronyms in this Report:
HPCA – Historic Park City Association
RFP – Request for Proposals
TDM – Transportation Demand Management

Background:
During the past year Parking Services worked with the HPCA to discuss their parking concerns in the Main Street core primarily that during peak hours parking demand exceeded capacity leaving no parking for customers of Main Street during those times. A pilot program to provide an off-site option for employee parking at the Treasure Mountain Junior High School went unutilized, resulting in the need to consider a strategic parking management study to consider options for managing the Main Street parking resources.

Analysis:
In requesting proposals staff used Bidsync as the tool to manage the procurement process along with legal ads in local newspapers. The procurement resulted in 27 firms

viewing the RFP documents and 5 downloading them. Staff received three offers by the posted deadline from the following firms:

- IBI Group
- Kimley Horn
- Nelson Nygaard

A team comprised of the following individuals reviewed the proposals:

Reviewer	Department
Brian Andersen	Parking Services
Alison Butz	HPCA
Blake Fonnesbeck	Transit & Public Works
Jason Glidden	Events
Alfred Knotts	Transportation
Nate Rockwood	Budget
Jonathan Weidenhamer	Economic Development

Each proposer was evaluated based on the following evaluation criteria as detailed in the RFP:

- Experience, expertise, resume strength, individuals and time commitment to project
- Recommended work program including work hour detail and data gather and analysis
- Schedule
- Current projects and workload
- Relevant references
- Other factors deemed relevant by selection committee
- Cost summary

The committee selected Nelson Nygaard based on the overall depth of their proposal and the potential for integrating into their (and their sub-consultant's) ongoing transportation related studies. Both the ongoing TDM study and Transportation and Parking Siting and Feasibility Plan are being completed by either Nelson Nygaard or the sub-consultants. The committee determined the interconnection with current transportation studies was a key advantage to selecting Nelson Nygaard. The breakdown of costs for each proposal is shown below:

	Average Hourly Cost	**Total Hours**	**Total Cost**
IBI Group	$148	506	$74,978
Kimley Horn	$189	496	$93,852
Nelson Nygaard	***$165***	***858***	***$141,715***

Department Review:
This document was reviewed by Public Works; Budget, Legal, Transportation, and Sustainability staff.

Alternatives:

A. **Approve:** Staff recommends the Council consider authorizing the City Manager to sign the Service Provider/Professional Services Agreement in a form approved by the City Attorney with Nelson Nygaard for consulting services to develop a parking strategic management plan in an amount not to exceed $141,715. **[Staff Recommendation]**

B. **Deny:** Council could choose to not authorize the contract with any consulting firm. This would require staff to reopen negotiations with proposers or begin the RFP process again. Staff does not recommend this alternative.

C. **Modify:** Council could choose to change the contract terms or award to another vendor. Staff does not recommend this alternative.

D. **Continue the Item:** Council could choose to continue the item. Continuing could delay the study and resulting implementation recommendations. Staff does not recommend this alternative.

E. **Do Nothing:** City Council could choose to do nothing regarding this issue, but this would also cause the same operational issues as continuation. Staff does not recommend this alternative.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	**Preserving & Enhancing the Natural Environment (Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Accessibility during peak seasonal times + Unique and diverse businesses + Balance between tourism and local quality of life + Well-utilized regional public transit	+ Reduced municipal, business and community carbon footprints	+ Shared use of Main Street by locals and visitors + Entire population utilizes community amenities	+ Streamlined and flexible operating processes + Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Positive	Very Positive	Positive
Comments:				

Funding Source:
Funding for this project is available within the Transit/Parking fund.

Consequences of not taking the recommended action:
Delaying the contract approval could impact the implementation of any recommendations from the parking management study. The Main Street parking resource would continue to be challenged during peak times, which would not address recent HPCA concerns.

Recommendation:
Staff recommends the Council consider authorizing the City Manager to sign the Service Provider/Professional Services Agreement in a form approved by the City Attorney with Nelson Nygaard for consulting services to develop a parking strategic management plan in an amount not to exceed $141,715.

Attachment – Scope of Services and Tasks to be Completed

Scope of Services and Tasks to be Completed

Task 1: Document Existing Conditions

- Determine and document major user groups of public parking in the Main Street area. To assist in this effort Park City has collected for several years a monthly occupancy count by hour for Main Street and adjacent public lots and garages. Data may be available from Park City's ongoing TDM study. Major user groups could include but are not limited to:
    - shoppers
    - diners
    - postal patrons
    - residents
    - employees
    - delivery
    - business support vehicles
    - for-hire vehicles
- Determine and document parking use for each major user group including but not limited to:
    - turnover
    - origin-destinations
    - days and time of travel
    - trip purpose
    - viable alternative modes.
- Consultant should plan on one 4 hour kick-off meeting with the study steering group (same visit as Task 2). City will provide any required meeting location, invitations, and food.

Task 2: Gather and Document Stakeholder Input

- Develop and implement a process (e.g., survey, charrette or other method) to gather input, identify existing parking strategies and identify any relevant stakeholder parking concerns or ideas. Stakeholder group could include but is not limited to:
    - HPCA leadership
    - designated City Council member representative for Main Street
    - others as needed.
- Consultant should plan on one 4 hour kick-off meeting with stakeholder group (same visit as Task 1). City will provide any required meeting location, invitations and food.

Task 3 : Conduct Peer and Academic Research

- Interview a minimum of four municipalities that are similar in population and economic profiles that have implemented similar parking programs and have demonstrated success. Document key elements of plan, implementation and program elements of these municipalities.
- Conduct a review of academic materials regarding latest trends in successful parking management programs. Document findings of this review.

Task 4: Identify Opportunities and Alternatives

- Determine and document tools and potential alternative locations that could be deployed to assist in managing parking for the major parking user groups (identified in Task 1) and affect parking behavior and travel mode choice to achieve program goals.

Tasks 1-4 shall be presented to City in the first written technical memorandum. Consultant should plan on a 4 hour on-site meeting to present this technical memorandum. This meeting will also serve as a mid-point project check-in milestone point. City will provide meeting location.

Task 5: Develop Program Elements

- Develop a revised program to assist with managing parking program including the tools, alternatives, and services to the user groups identified in Task 4.
- Consultant should analyze and report the anticipated parking occupancy and usage changes for each recommended tool, alternative, and service, including a discussion of pros/cons for each.

Task 6: Develop Marketing/Communication Plan

- Develop a targeted marketing campaign that communicates the benefits of the revised parking program elements identified in Task 5 to the appropriate target market(s) identified in Task 4.

Task 7: Develop Performance Measures

- Develop methods and measures to determine the effectiveness of implemented programs, both pre- and post-implementation.
- Develop a written set of auditing reports based on industry best practices for any revenue stream generated.

Task 8: Develop Implementation Plan

- The consultant will prepare a step-by-step implementation plan for all elements of the recommended parking program.
- The implementation plan must include staffing requirements, estimated costs, milestone dates, and other required program resources.
- This plan would also include any equipment installation schematics, designs, plans, and necessary elements for implementation.

Tasks 5-8 shall be presented to City in the second written technical memorandum. Consultant should plan on a 4 hour on-site meeting to present this technical memorandum. This meeting will also serve as a mid-point project check-in milestone point. City will provide meeting location.

Task 9: Prepare Draft Report

- Consultant shall compile tasks 1-8, including technical memos, into a draft report and plan.

- Consultant shall present plan to City Council in a one hour Council meeting.
- Consultant shall provide City with a .pdf copy of the draft report.

Task 10: Prepare Final Report

- Consultant shall incorporate and address City Council and City staff comments into a final report and plan.
- The final report and plan shall consist of sufficient text, tables, graphs, and graphics for reader to understand the study means, methods, findings, and recommendations.
- Consultant shall provide City with:
    - 12 printed and bound copies of final report
    - .pdf file of final report
    - .pdf files of all work products

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

The Transit Department Has Been Working to Meet Customer Expectations for Information Availability through the Implementation of an Intelligent Transportation System Pursuant to Council's Goal of Increasing Transit Ridership. The Maintenance and Support Contract for Existing Systems Has Expired and Requires Renewal for Continued Functionality. Current Aspects of the System Have Become Outdated Since Their Initial Implementation and Require Upgrading, as Well as Next Phase Upgrades to Continue to Expand Customer and Operational Services. This Report is for Contract Authorization for Combined Upgrades, Maintenance and Support of the ITS System.

Respectfully:

Blake Fonnesbeck, Public Works Director

City Council
Staff Report

Subject: **Intelligent Transportation System Upgrade and Support**
Author: **Darren Davis**
Department: **Transit**
Date: **June 25, 2015**
Type of Item: **Administrative**

Summary Recommendations:
Authorize the City Manager to enter into an agreement with Avail Technologies in the amount of $587,325 to provide ongoing maintenance and support for the Transit Department's Intelligent Transportations System (ITS) for the next three years and implement necessary functionality upgrades (including digital real-time signs at bus shelters) to hardware and software systems.

Executive Summary:
The Transit Department has been working to meet customer expectations for information availability through the implementation of an Intelligent Transportation System pursuant to Council's goal of increasing transit ridership. The maintenance and support contract for existing systems has expired and requires renewal for continued functionality. Current aspects of the system have become outdated since their initial implementation and require upgrading, as well as next phase upgrades to continue to expand customer and operational services. This report is for contract authorization for combined upgrades, maintenance and support of the ITS system.

Topic/Description:
Transit Intelligent Transportation System upgrade and support contract.

Acronyms in this Report:
ADA – American's with Disabilities Act
APC – Automated Passenger Counter
AVA – Automated Voice Annunciation
AVL – Automated Vehicle Locator
GPS – Global Positioning System
ITS – Intelligent Transportation Systems
IVR – Interactive Voice Response
IVS – In Vehicle Signage
QR Code – Quick Response Code
UDI – Unified Dispatch

Background:
Pursuant to Council's goal of increasing ridership, Transit has been implementing ITS technologies since 2009. These systems include AVL/GPS, AVA, APC, Google Transit

as well as many others. These integrated systems provide dispatchers, bus operators, transit users, and supervisors with a number of tools and information, including:

- Real-time vehicle tracking
- Next bus information
- Trip planning with next bus arrival estimates
- Text alerts and QR code tracking of next bus information
- Monitoring of mechanical status of buses
- Passenger boarding and alighting information (APC - Passenger counts)
- On-time performance reporting
- Bus speed and route operation information
- Automatic voice announcements of stops and route information required to be ADA compliant.
- Smart phone applications that provide a mobile version of real-time bus tracking data.

Staff have previously researched and briefed Council on several future technologies that can improve the user experience and the Transit Department's ability to provide quality service. These technologies include:

- Additional digital signage at transit bus shelters, Transit Centers, and transfer locations.
- Upgrades and enhancements to our ADA mobility and paratransit computerized system; which includes call ahead notifications, night before call reminders, automated ride confirmation, trip cancellation, and online scheduling. The factors will improve efficiency within our ADA system.
- Continued integration of Sundance Transit and future technologies for special events.

Analysis:
The previous support agreement for Intelligent Transportations System with Avail Technologies has expired and it is vitally important for the continued operation of these systems that systematic support and maintenance is provided by technical experts. Many components of the current ITS system are becoming outdated and upgrades are needed in order to remain cutting edge.

Without adequate support and appropriate upgrades, the risk of total system failure increases, which may result in negative impacts to transit user experience and operations. Transit also requires critical support during special events such as the Sundance Film Festival, where a failure in services would have an extremely negative impact on the City and Transit Department.

Staff has determined that it is in the City's best interest to secure a support contract for these systems for a three year term, with the recognized need to renew the support agreement at its expiration in order to maintain this infrastructure and ensure its continued usefulness in meeting Council's goal of increasing ridership and providing

world-class transit service. This also eliminates annual price escalations by the provider. The cost of a three year maintenance and support plan, including Sundance Film Festival support, is $247,019.

The next phase of implementation for the ITS project is to meet the City Council's goal of reducing traffic congestion through increased ridership, which includes upgrading and implementation of the following technologies:

- Pull-Out/Yard Management module for route operations software. This module is fully integrated into the AVL system and provides tools for route operations coordinators and supervisors to manage daily operations, vehicle and operator assignments, and route and schedule adherence.
- Digital shelter signage wayfinding information to users of the transit system at major stops, transfer points, and Transit Centers. Shelter signs are solar-powered, were needed.
- Interior Touch Screen displays at major Transit Centers to disseminate real-time passenger information.
- UDI - IVR software upgrades improve the ADA accessibility to transit services by providing real-time bus information.
- Paratransit dispatching software upgrades improve accessibility for ADA Mobility services and operational efficiency by providing night before ride reminders with cancellation option, automated ride reminders when the bus is approaching the pickup location and online scheduling options.

By renewing the maintenance and support contract at the same time, a savings of ($50,749) can be realized. With these savings, the total cost of upgrades is $340,306 and includes the following new capabilities:

- myAvail 6.2 software upgrade, with real-time Facebook and Twitter feeds.
- Pull-Out/Yard management module
- 10 – Real-time bus departure time shelter signs
- 2 - 50" indoor touch screen LCD informational displays
- UDI - IVR software upgrades for ADA - Paratransit
- Stratagen Adept software upgrades (Paratransit dispatching software)

Department Review:
This was reviewed by the Transit, IT, Legal, City Manager and Budget Departments.

Alternatives:

A. Approve:
Authorize the City Manager to enter into an agreement with Avail Technologies in the amount of $587,325 to provide support for the Transit Department's Intelligent Transportations System for the next three years and implement necessary upgrades to the system's hardware and software. This is Staff's recommendation.

B. Deny:
Deny Staff's request. This could jeopardize the operational viability of the existing system and could result in system collapse, service disruptions, incorrect or unavailable information to customers, and a loss of previous work involved in developing and fine tuning the ITS system. Staff does not recommend this alternative.

C. Modify:
Council could modify the project to implement certain aspects of the project at a later date. Operational support for the ITS system is vital to its continued functionality and the upgrades currently proposed reflect the next phase in deploying a complete and robust ITS system for the benefit of transit users in order to improve customer experience and increase ridership.

D. Continue the Item:
Staff does not recommend delaying this request. The previous support agreement has already expired and without this agreement and certain system upgrades, exposes the City to the risk of a failure in the ITS system.

E. Do Nothing:
This alternative would have the same impact as denying Staff's request and could result in failure of the current ITS system. Staff does not recommend this alternative.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	**Preserving & Enhancing the Natural Environment (Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Well-utilized regional public transit	+ Reduced municipal, business and community carbon footprints	+ Physically and socially connected neighborhoods	+ Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ↑	Very Positive ↑	Positive ⇧	Very Positive ↑
Comments: The implementation of each of these types of technologies has increased ridership and should result in a decreased Community and City carbon footprint.				

Funding Source:
Funds for operational support are available in the Transit Operating budget and funds for the project upgrades are available in the Capital Improvement Projects budget.

Consequences of not taking the recommended action:

This could jeopardize the operational viability of the existing system and could result in system delays and service disruptions, incorrect or unavailable information to customers, and a loss of previous work involved in developing and tuning the ITS system.

Recommendation:
Authorize the City Manager to enter into an agreement with Avail Technologies in he amount of $587,325 to provide support for the Transit Department's Intelligent Transportations System for the next three years and implement necessary upgrades to the system's hardware and software.

Attachment: Avail ITS System Maintenance Support and Upgrades Quote

May 14, 2015

Mr. Darren Davis
Transit Manager
Park City Transportation
1053 Iron Horse Drive
Park City, UT 84060

Re: Quote for 3 years of ITS System Maintenance/Support and Upgrades

Dear Mr. Davis:

Avail Technologies is pleased to provide you with this quote for 3-years of Maintenance/Support, as well as upgrades your existing Avail CommandPoint ITS system to our latest generation **myAvail** CAD/AVL Dispatch and **myStop** Real-Time Passenger Information suite. This quote includes the technologies necessary to deliver a turnkey system upgrade. These enhancements will further expand the capabilities of your ITS solution and provide valuable features and functionality to further improve service for your riders and the community.

Avail is pleased to continue our partnership with Park City Transit by bringing progressive and innovative solutions to market together and we look forward to taking the next step in your technology planning.

If you have any questions, please contact me at (814) 234-3394 extension 1018 or via email tpw@availtec.com.

Sincerely,

Troy Whitesel
Sr. Account Manager

1 Overview of ITS System Upgrades

myAvail Central Systems

As part of your ongoing maintenance and support agreement you will be upgraded at no charge to the ***myAvail* CAD/AVL Software** is our latest generation of software. ***myAvail*** is built on the proven foundation of our OmniPoint suite, with a revolutionary new user interface and approach to providing the answers your staff needs to be *proactive* instead of reactive. ***myAvail*** looks and performs unlike any other dispatching software on the market today and is so filled with forward thinking ideas it is truly the future today.

myAvail offers fully customizable and scalable display architecture with revolutionary views to provide your operations staff with all of the critical data they need allowing them to proactively respond to issues *before* they impact your service

Some key features of ***myAvail*** are:

- ☑ Our **Timeline View** will revolutionize how your dispatchers and supervisors manage daily operations because it will allow them to proactively take actions to prevent issues from happening;
- ☑ Fully **customizable and scalable displays** ensure we can tailor the configuration to accommodate your operational needs while promoting efficiency by providing data at a glance;
- ☑ And much more…

This new approach to transit management will transform how you manage operations and make service planning decisions to maximize your ITS ROI.

Passenger Information

Upgrade of our **myStop Real-Time Passenger Information Suite** offers the latest technologies designed to attract the choice rider and take your customer satisfaction to new highs.

- ☑ **Facebook and Twitter** feeds allow Park City Transit riders to receive real-time notifications via the most popular social media networks.

Pull-Out/Yard Management

The *myAvail* **Pullout and Yard Management** module is fully integrated into our CAD/AVL backend. This powerful solution provides a great tool for the dispatcher or user in charge of pull out and vehicle assignment. In the screen shot to the right you will see the left lower quadrant allows the user to sort based on parameters of pull out. Filter those by signed on, signed on but not checked in, signed on but not pulled out. This will allow the user to focus attention on those critical for pull out. In the map display area the user will see all vehicles located within the depot area. They will see those vehicles that are assigned, not assigned, and not available to be assigned due to maintenance or other parameters.

1.1 Digital Shelter Signage

Our Wayside Systems Real Time Information DMS signs let riders know when their next bus is coming at the installed locations. Our signs can be provided as fully ADA-compliant, capable of providing audible readout of information displayed on the signs for visually impaired riders. These signs can be delivered in any physical configuration as well LED or LCD. Our signs can be configured to support 802.11 WLAN, cellular data, or a direct Ethernet connection. We will work with your team during the Planning Phase to determine the best option depending on sign installation location.

1.2 LCD Touch Screen Displays

LCD displays provide a fantastic way to disseminate real-time passenger information. Paginating the screens allows transit agencies to utilize the signs in a variety of ways including advertising or to present information that pertains to the transit system.

2 ADA Mobility Upgrades

Call ahead reminders is a great addition to your ADA service and Notifies client that their vehicle is approaching. Night Before Reminder, with Cancel Option – provides clients with a list of tomorrow's scheduled trips and the ability to cancel individual trips, or all trips without speaking to an agent. Floodgate Messaging – enables authorized users to send custom messages via Voice, Email, and SMS (if distribution service is available). Independent of ADEPT, so staff and other recipients can receive messages.

3 Quote for ITS System Upgrades

This quote is dated May 14, 2015 and is valid for 30 days.

3.1 Scope of Work

Avail has prepared this quote for Park City based on the following:

1. Avail shall work with Park City to determine a project schedule for the deployment of upgrades and new modules based on the following assumptions:
2. Avail shall upgrade the existing OmniPoint system to ***myAvail*** that includes the Facebook and Twitter.
3. Avail will work with Park City staff to identify locations of signage.
4. Avail shall work with a local installer for the installation of shelter signage.
5. Avail shall deploy the desired technologies following a similar Systems Engineering approach as we have done with Park City on our previous ITS deployments; with an assigned team, project schedule, regular status calls, etc.

3.2 Park City Responsibilities

Avail has prepared this quote for Park City based on the following:

1. Park City shall work closely with Avail staff to identify sign locations at shelters.
2. Park City shall work closely with Avail to identify sign mounting locations at the Transit Centers.
3. Park City shall be responsible for electricity and data connectivity for each sign location at the Transit Centers.

3.3 Pricing

Quantities based on:

ITS Enhancements	
Item	**Price**
myAvail 6.2 Upgrade *Includes:* ▪ New myAvail backend architecture ▪ New myAvail Dispatcher role *(replaces CommandPoint)* ▪ New myAvail Pull-Out/Yard Management ▪ New real-time Facebook and Twitter feeds	*$50,749*
Pull-Out/Yard management Module	$13,120
Solar powered shelter signs *(10 sign/locations)*	*$167,590*
50" Indoor Touch Screen Displays *(2 signs/locations)*	*$47,057*
UDI IVR Software upgrades	*$101,153*
Stratagen Adept Software upgrades	*$11,386*
Sub-Total	*$391,055*
Savings with 3 year renewal maintenance and support	*(-$50,749)*
Total	*$340,306*

Annual Maintenance and Support*			
Period of Support	**Annual Planning Price with Year to Year Contract**	**Annual Price with 3 Year Contract (2% annual discount)**	**Single Purchase of 3 Year Contract (no annual escalation)**
Feb 1, 2015 thru Jan 31, 2016	$62,314	$61,068	$61,068
Feb 1, 2016 thru Jan 31, 2017 **	$83,768	$82,093	$79,465
Feb 1, 2017 thru Jan 31, 2018**	$88,046	$86,286	$79,465
Three (3) Year TOTAL	**$234,128**	**$229,446**	**$219,997**

*Includes ongoing maintenance and support of Adept software and UDI IVR software.

**Recognizes the completion of the UDI IVR maintenance plan purchased at implementation.

Sundance Support			
Period of Support	**Annual Planning Price with year to year contract**	**Annual price with 3 year contract (2% annual discount)**	**Single purchase of 3 year contract (no annual escalation)**
Sundance 2016	$9,191	$9,007	$9,007
Sundance 2017	$9,557	$9,336	$9,007
Sundance 2018	$9,950	$9,751	$9,007
Three (3) year TOTAL	**$28,698**	**$28,124**	**$27,022**

3.4 Warranty

3 year support shall cover all licensed Avail software. All new non Avail software modules, licenses, and equipment include our standard 1-year warranty.

3.5 Delivery Schedule

Avail shall prepare a project schedule for Park City upon receipt of purchase order, following the proposed phasing outlined in the Scope of Work above. Please allow 12-16 weeks for delivery of signs.

3.6 Price and Payment Terms

To execute this request, please forward your Purchase Order electronically to Contracts@availtec.com. Avail shall invoice Park City upon completion of the following milestones with payment due Net 30.

Payment Milestones for System Maintenance/Support & System Upgrade	
Upon renewal of Park City maintenance and support includes onsite Sundance support	35%
Deployment of myAvail Software Upgrades	20%
Upon receipt of sign at Avail facility	10%
Upon installation of Signage	15%
UDI/Stratagen ADA mobility upgrades	10%
Project completion	10%

3.7 Approvals:

Park City Transit Agency Date

5/14/15

Jeff Pogue Date
VP of Operations
Avail Technologies, Inc.

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff has conducted a thorough RFP process and is recommending that the City sign a contract with caddis PC for Phase I of a three-phase process of architectural design services in the preservation of two historic homes and development of additional affordable homes at 1450-1460 Park Avenue.

Respectfully:

Rhoda Stauffer, Housing Specialist

City Council
Staff Report

Sustainability

Author: **Rhoda Stauffer**
Subject: **Architectural Design Services Contract**
Date: **June 25, 2015**
Type of Item: **Consent Item**

RECOMMENDATION: Staff recommends that City Council authorize the City Manager to proceed with Phase I of the 1450-1460 Park Avenue affordable housing project and execute a Special Service Contract for Phase I in a form approved by the City Attorney's Office with caddis PC in an amount not to exceed Eighteen Thousand Dollars ($18,000).

EXECUTIVE SUMMARY: Staff has conducted a thorough RFP process and is recommending that the City sign a contract with caddis PC for Phase I of a three-phase process of architectural design services in the preservation of two historic homes and development of additional affordable homes at 1450-1460 Park Avenue.

ACRONYMS USED IN THIS REPORT:

HPB = Historic Preservation Board
HRM = Zoning classification of Historic Residential Medium density
RDA = Redevelopment Agency
RFP = Request for Proposal

BACKGROUND: At the March 5, 2015 City Council meeting, staff requested council direction in the disposition and development of the RDA-owned property at 1450-1460 Park Avenue. Of the four proposals presented, Council chose the option of a city-sponsored development and chose single family homes over a townhome or multi-story condo development. Today, staff returns with a recommendation for hiring the architectural team.

ANALYSIS: Staff conducted a RFP process that resulted in five proposals from architectural firms and teams.

The review panel included:

- Jason Christensen, Water Department
- Kayla Sintz, Planning
- Phyllis Robinson, Sustainability
- Steve Brown, Sustainability
- Rhoda Stauffer, PCMC Sustainability

The review panel ranked the proposals and short-listed two firms. After interviewing the short listed teams, the panel was in agreement that caddis PC was a good fit for the

1450-1460 Park Avenue project based upon their strong affordable housing portfolio, experience and commitment to green building practices, their experience with Park City historic properties and infill development as well as the overall costs of their services.

The Scope of Work for 1450-1460 Park Avenue is divided into three phases which in total will amount to a cost that is no more than 8% of the overall construction costs.

1. Phase I - Planning & Schematic Design
   a. Program development and development of two or three design alternatives for the site.
   b. Definition of the Scope of Work for the project within budget parameters.
   c. Development of Schematic Design documents and a computer generated rendering of a selected concept plan alternative

2. Phase II – Design Development, Entitlements & Construction Document Development
   a. Provide Design Development drawings
   b. Secure necessary approvals from regulatory agencies for permits
   c. Prepare Construction Document drawings

3. Phase III – Construction Contract Administration
   a. Construction Contract Bidding Services and Bid Documents
   b. Performance of Construction Contract Administration during construction
   c. Record drawings and project manual, including technical specifications
   d. Performance of Construction Contract Administration for project close out

Staff is requesting Council authorize the City Manager to execute a contract with caddis PC in a form acceptable to the City Attorney for Phase I of the Scope of Work outlined above in an amount not to exceed $18,000. Phase 2 (Design Development, Entitlements and Construction Document Development) & Phase 3 (Contract Administration) services will be addressed with separate contracts given positive performance outcomes of this contract. Total costs for all Phases will not exceed 8% of total construction costs.

The site alternatives, preferred site design and density recommendations will be developed under Phase I. These recommendations developed during Phase I will be presented to Council and a public hearing will be held. As the property owner Council will need to approve the preferred site design prior to the submission for a plat amendment of the site.

DEPARTMENT REVIEW: This staff report has been reviewed by Sustainability, Legal and the City Manager.

ALTERNATIVES:

A. Approve: Approval of the Phase I contract will keep the affordable housing project at 1450-1460 moving and it is **Staff's Recommendation.**

B. Deny: Denial of the Phase I contract will require that Staff begin again with the RFP process and thus add several months to the process.

C. Modify: Modification of the contract and discussion will require that staff return to council with additional information and will add time to the process.

D. Continue the Item: Continuance of the discussion will require that staff return to council with additional information and will add time to the process.

E. Do Nothing: Doing nothing basically will be the same as B above.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	**Preserving & Enhancing the Natural Environment (Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life	~ (Select Desired Outcome)	+ Residents live and work locally	+ Fiscally and legally sound
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Neutral ⇔	Very Positive ↑	Positive ⇧
Comments: Utilizing city-owned property for workforce housing is cost effective and meets Council's top goals.				

FUNDING SOURCE: The architectural contract will be funded with the Lower Park Avenue RDA Affordable Housing budget. It will also be reimbursed when the resulting homes are sold to qualified buyers.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Taking no action at this time will delay the process of building affordable units at 1450-1460 Park Avenue.

RECOMMENDATION: Staff recommends that City Council authorize the City Manager to proceed with Phase I of the 1450-1460 Park Avenue affordable housing project and execute a Special Service Contract for Phase I in a form approved by the City Attorney's Office with caddis PC in an amount not to exceed Eighteen Thousand Dollars ($18,000).

Attachment A: Phase I Contract for Architectural Design services

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 25th day of June, 2015 by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and caddis PC, a Colorado corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. <u>SCOPE OF SERVICES</u>.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Eighteen Thousand dollars ($18,000).**

2. <u>TERM</u>.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2015 or earlier, unless extended by mutual written agreement of the Parties.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both parties in writing.

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. <u>RECORDS AND INSPECTIONS</u>.

A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. <u>HOLD HARMLESS INDEMNIFICATION</u>.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually

negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on claims made basis with annual limits no less than one million dollars ($1,000,000) combined single limit per occurrence.

D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident $500,000 each accident;
Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital

status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. <u>CHANGES</u>.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be

valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

21. <u>ENTIRE AGREEMENT</u>.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

_____
Diane Foster, City Manager

Attest:

_____
City Recorder's Office

Approved as to form:

_____
City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

CADDIS PC
architecture, planning, etc.
1510 Zamia #103
Boulder, CO 80304

Tax ID#: _____
PC Business License# BL_____

_____
Signature

_Hans Cerny_____
Printed name

_Principal Architect_____
Title

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ *(title)* for _____, a _____ corporation.

_____
Notary Public

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Principal Architect: $120/hr
Project Architect: $95/hr
Project Manager: $85/hr
Production Staff: $65/hr
Illustration & Modeling: $50/hr

Exhibit A

Scope & Fee

Nature of Project:

Architect proposes to perform the following architectural services: Design and Permit documents for an affordable housing site at 1450/1460 Park Avenue in Park City, UT 84060. The site includes two small historic homes. It is the intention of the client at this time that the historic homes be left where they are and not moved, although rehabilitation may include city historic review and approval. For the purposes of this proposal we are assuming there may be roughly 6-8 units on the site, with 1-2 unit types. This is an estimation and the purpose of this proposal and scope is to determine the permitted scope more accurately. The client's initial budget is unknown at this point but assumed for the purposes of this proposal to be roughly $1,100,000 for construction cost, not including design and engineering fees. This proposal is for a Development Study and Concept Design only and a separate agreement will be proposed at a later time for Schematic Design through Construction Administration Services.

Scope of Work and Fee:

Please note deposit requirement in the standard conditions section.

Task 1: Development Study & Conceptual Design

Development Study

- Zoning research and diagrams, to verify the property development potential based on City Code.
- Documentation of setbacks, buildable lot area, and bulk plane per city code.
- Documentation of maximum building height per city code based on client provided topographic information and surveyed low point.
- (1) Meeting with the client to discuss the outcomes of the development study and identify any expansion of the scope of work if desired.
- Deliverables: Architectural site plan, drawings to illustrate bulk plane.

Conceptual Design

- *Note that the time spent on this task is heavily dependent on the client's vision, clarity, and decision making ability. This can vary greatly between clients thus we have provided a typical range.*
- Conceptual Design Sketches
- Gathering and analysis of available drawings from HOA and Owner, if required.
- Creation of computer drawings of existing conditions. These will be used throughout the design and permitting process. If accurate electronic drawings are provided to Caddis this may not be necessary for this phase of the design process. However we assume at the most paper drawings will be available.

- Design drawings depicting the basic architectural character and general scale of the buildings described above will be prepared. Diagrammatic floor plans will be created with respect to site conditions, primary building function and building footprint. Building images will be developed that express the intended architectural character. The scope of these drawings will be dependent on the scope and type of project and will vary as needed to express the design to the client. These drawings will likely be hand-sketched.
- Meetings with the client to discuss the design and process.
- Deliverables: Architectural Character Sketches: plans, elevation, 3-d view (if helpful).

Task 1 Fee: $13,200, Estimate, Hourly Billing.
This represents roughly 15% of an estimated fee of 8% of construction costs, or $88,200. This fee is included in the total 8% of construction cost fee.

Task 2: Design & Permit Documents

Schematic Design

- Potential collaboration with the owner/contractor for pricing and constructability.
- Deliverables: Refined plans and elevations. These will be either hard-lined by hand or computer generated, depending on the scope and complexity of the project.

Permit Documents

- Basic Permit Set
    - Cover sheet w/ project information
    - Site plan
    - Floor & roof plans
    - Four building elevations (additional partial elevations may be required)
    - 2-3 Building sections
    - Minimal critical and typical details, roughly 10. Caddis may include more or less at our discretion and within the fee.
    - Window schedule, door schedule
    - Core Engineering & Design Services
        - Structural Engineering
        - Residential Design-Build Mechanical Engineering and Performance Specifications
        - Civil Engineering
        - Landscape Design
- Contracting and coordination of engineering work required to satisfy submittal and design requirements.
- Note that drawings included in the permit set may vary depending on the governing agency's requirements. The above list is a general outline only.

Site Visits

- A representative of the design team will visit the site at intervals appropriate to the stage of construction to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the permit documents, industry standards, and, when completed, will be in accordance with the contract documents. This is included in the phase one fee as part of our professional obligation and liability. Coordination with the general contractor while on site is also included.

Permitting and Construction Administration (Construction Phase Representation)

- Permitting and Approvals Process:
    - Permit submission
    - Comments and written/drawn response
- Construction administration
    - CA Project tracking: RFIs, ASIs, Change Orders, etc.
    - Coordination with the General Contractor and Client
    - Shop Drawing and Submittal Review
    - Monthly site visits + Field Reports
    - Review and Approval of Draw Requests
    - Additional design work as requested by the Client
    - Punch Lists
- Project Closeout, Certificate of Substantial Completion

Task 2 Fee: 8% of Construction Cost.
This depends on the ultimate size and complexity of the project to be permitted and constructed. Caddis will propose a fixed fee to complete Permit Documents after Conceptual Design.

Task 3: Additional Services

Any services requested by the Client for this phase of the project not listed above can be performed under this task. Caddis will provide a fee for the following services once a scope has been determined. We have estimated fees for your budgeting purposes only:

- HERS rating $2,000-$6,000
- Cost Estimating $5,000- $10,000

<u>Client Initiated Tasks:</u>

Certain tasks are required to be initiated, provided by, and/or contracted by the client. Caddis can facilitate and advise the client on what tasks are likely to be required, and when it is advisable to have them complete. These may include:

- Improvement Survey Plat of the property, to include topography at minimum 1' contours, a building reference height if in the City of Boulder, property lines, easements, utilities, and other relevant elements on the property.
- Geotechnical (Soils) Report.

- Project Budget and Schedule Expectations

Scope Not Included:

This Scope of Work includes only the work listed specifically above, however the scope may be expanded or altered by mutual agreement in writing and for additional fee. Additional services not included in this contract: structural engineering, mechanical engineering and design, electrical engineering and design, civil engineering, landscape design. These services can be facilitated by Caddis and contracted through Caddis if requested by the client. Note that some of these services will be initiated in the second contract for permit documents.

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Council consideration to authorize the City Manager to enter into a service provider agreement with the Vitcus Advisors LLC, for conceptual designs and cost estimates on a potential expansion to the Park City Ice Arena in an amount, not to exceed thirty thousand dollars ($30,000), in a form approved by the City Attorney.

Respectfully:

Jason Glidden, Economic Development Program Manager

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Victus Advisors LLC, a Utah corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. <u>SCOPE OF SERVICES</u>.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **thirty thousand ($30,000)** Dollars.

2. <u>TERM</u>.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on September 1st 2015 or earlier, unless extended by mutual written agreement of the Parties.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both parties in writing.

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

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A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. <u>HOLD HARMLESS INDEMNIFICATION</u>.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually

negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on claims made basis with annual limits no less than one million dollars ($1,000,000) combined single limit per occurrence.

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Bodily Injury by Accident $500,000 each accident;
Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital

status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. <u>CHANGES</u>.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be

valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

21. <u>ENTIRE AGREEMENT</u>.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

_____
Diane Foster, City Manager

Attest:

_____
City Recorder's Office

Approved as to form:

_____
City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Victus Advisors LLC
1389 Center Drive #200
Park City, UT, 84098:

Tax ID#: _____
PC Business License# BL_____

_____
Signature

_____
Printed name

_____
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ *(title)* for _____, a _____ corporation.

_____
Notary Public

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

The Ice Arena is part of a larger athletic complex that includes a year-round outdoor synthetic field and three (3) multipurpose grass fields. The complex is adjacent to 2,100 acres of open space and trails and the City hosts multiple large scale and community based events at this location.

Today, the Park City Ice Arena is at 94% capacity between the hours of 6:00 am and midnight. The Arena hosts figure skating, hockey, speed skating, curling and sled hockey and are home to nine user groups, 64 adult hockey teams (total teams per year), year round Skating and Hockey Academies, multiple camps and clinics, tournaments, special events and public programming. The City is interested in developing a range of possible expansion options that include various levels of service/amenities.

In an effort to gain more concrete cost numbers for each expansion option, the City is pursuing a professional service contract with a design firm to create three (3) expansion conceptual plans. The proposal would include plans for the following three options:

1. Outdoor local/community rink,
2. Indoor Community/regional rink, and
3. Olympic venue rink.

Examples of each are included as Exhibit A.

Provide the following information on three options for expansion of a second sheet of ice to be located at Quinns Junction:

COST: Provide estimated construction costs and annual operational and maintenance costs associated with each option. The estimate should include all necessary parking.

LOCATION: Provide two design concepts per each Option (outdoor, indoor regional, and Olympic) at two different sites. The first location would be an expansion to the current Ice Arena site, and the second being new stand-alone facility on the City-owned property adjacent to the current facility behind the US Ski Team's Center of Excellence. Each of the six total options should include list of pros and cons associated with each.

AMENITIES: Provide a list of possible amenities associated with each option. This could include; number of permanent seating and/or temporary seating (Olympic venue),

flexible use space, food and beverage service, storage, off- ice training space, office and operational space.

FUNDING OPTIONS: Provide a list of possible funding options that are available for the construction of the facility. The list should include variety of public and private funding options along with the process and timeline for obtaining each funding option.

Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR

Conceptual Designs
Park City Ice Arena Expansion

NOTICE
REQUEST FOR PROPOSALS (NON-BID)

Conceptual Designs
Park City Ice Arena Expansion

PROPOSALS DUE: May 29, 2015

PROJECT NAME: Park City Ice Arena Expansion

RFP AVAILABLE: May 8, 2015

PROJECT LOCATION: 600 Gillmor Way, Park City, UT 84055

PROJECT DESCRIPTION (brief): Conceptual designs for three possible expansion options for the Park City Ice Arena

PROJECT DEADLINE: August 7, 2015

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: *Jason Glidden, Economic Development Program Manager*
jglidden@parkcity.org Fax (435) 615-4905

SUBMISSION OF QUESTIONS: Please submit all technical questions in writing to Jason Glidden at the above-listed email address. Deadline for submission of questions is May 8.

MODIFICATIONS & ADDENDA: Any modifications or addendums to the RFP will be made in redlined form and posted to the website each week, as well as emailed to all parties who have expressed interest. Please check the RFQ site each Friday. Final modifications and/or addenda will be posted to the website no later than May 15th.

Park City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

I. Introduction

Park City Municipal Corporation is interested in a possible expansion of the Park City Ice Arena. In an effort to better understand possible expansion options along with the costs associated with each option, the City is interested in contracting a design firm to create conceptual designs and estimate costs.

II. Scope of Project

The Ice Arena is part of a larger athletic complex that includes a year-round outdoor synthetic field and three (3) multipurpose grass fields. The complex is adjacent to 2,100 acres of open space and trails and the City hosts multiple large scale and community based events at this location.

Today, the Park City Ice Arena is at 94% capacity between the hours of 6:00 am and midnight. The Arena hosts figure skating, hockey, speed skating, curling and sled hockey and are home to nine user groups, 64 adult hockey teams (total teams per year), year round Skating and Hockey Academies, multiple camps and clinics, tournaments, special events and public programming. The City is interested in developing a range of possible expansion options that include various levels of service/amenities.

In an effort to gain more concrete cost numbers for each expansion option, the City is pursuing a professional service contract with a design firm to create three (3) expansion conceptual plans. The proposal would include plans for the following three options:

1. Outdoor local/community rink,
2. Indoor Community/regional rink, and
3. Olympic venue rink.

Examples of each are included as Exhibit A.

Provide the following information on three options for expansion of a second sheet of ice to be located at Quinns Junction:

COST: Provide estimated construction costs and annual operational and maintenance costs associated with each option. The estimate should include all necessary parking.

LOCATION: Provide two design concepts per each Option (outdoor, indoor regional, and Olympic) at two different sites. The first location would be an expansion to the current Ice Arena site, and the second being new stand-alone facility on the City-owned property adjacent to the current facility behind the US Ski Team's Center of Excellence. Each of the six total options should include list of pros and cons associated with each.

AMENITIES: Provide a list of possible amenities associated with each option. This could include; number of permanent seating and/or temporary seating (Olympic venue), flexible use space, food and beverage service, storage, off- ice training space, office and operational space.

FUNDING OPTIONS: Provide a list of possible funding options that are available for the construction of the facility. The list should include variety of public and private funding options along with the process and timeline for obtaining each funding option.

III. Funding

Funding for this project will come from Park City Municipal Corporation with assistance from the Utah Olympic Legacy Foundation and the Snyderville Basin Recreation District.

IV. Submittal Requirements

Selection Criteria: Proposals will be evaluated on the criteria listed below. Proposals shall be limited to ten (10) pages, not including resumes. In no case shall any proposal exceed 20 pages

- *Ability to complete the project within the timeline proposed by the City*
- *Firm's past experience with designing recreational facilities*
- *Design team qualifications*
- *The cost to complete the project*
- *Resumes for Key Team Members (2 pages max per resume)*
- *Relevant Experience—Demonstrate proven capabilities for providing preliminary design and forecasting budget for recreational facilities.*
- *Billing Rates for all initial Consultant Firms included on Team*

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Price may not be the sole deciding factor.

V. Selection Process

Proposals will be evaluated on the factors listed in Section IV, Content of Proposal, above.

The selection process will proceed on the following schedule:

A. Proposals will be received by Park City prior to 5:00pm on May 29, 2015, at the Sustainability Office located at 450 Marsac Ave.

Number of Copies: Please submit one hard copy and one electronic copy
(Submit electronic copies on CD-ROM or USB drive. Please do not email qualifications as their size may exceed the limits of PCMC's email server.).

B. A selection committee comprised of representatives from Snyderville Basin Recreation District, Utah Olympic Legacy Foundation, Park City Recreation Advisory Board, and City Staff will review all submitted RFPs.

It is anticipated that City Council will vote on the contract award on June 11, 2015.

VI. Park City Municipal Standard Service Provider Agreement

The successful proposal will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP (Exhibit B). If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

Any service provider who contracts with Park City is required to have a valid Park City business license.

VII. Information to be submitted

To be considered, five (5) copies of the proposal must be received at the Park City Sustainability Office, Marsac Ave, Park City, UT 84060 no later than May 15, 2015 at 5:00pm.

VIII. Preparation of Proposals

A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

IX. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

C. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

D. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

E. Park City Municipal Corporation's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers. . Pursuant to the procurement policy, local bidders who are within 5% of the lowest bid will be extended an opportunity to meet the low bid. If they do so within 48 hours they will be awarded the contract, with possible additional negotiations.

X. Exhibits

A Examples of comparable ice facilities

B Standard Service Provider Agreement

Exhibit A - Examples of comparable ice facilities

Greenwood Park – Toronto

Sun Prairie Ice Arena – Sun Prairie, WI

Peaks Ice Arena – Provo, UT

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a Utah corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. <u>SCOPE OF SERVICES</u>.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars.

2. <u>TERM</u>.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both parties in writing.

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. <u>REPORTS AND INSPECTIONS</u>.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence.

D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident $500,000 each accident;
Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as

may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. <u>CHANGES</u>.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

17. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

21. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

_____
Diane Foster, City Manager

Attest:

_____
City Recorder's Office

Approved as to form:

_____

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

SERVICE PROVIDER NAME
Address:
Address:
City, State, Zip:

Tax ID#: _____
PC Business License# BL_____

_____
Signature

_____
Printed name

_____
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ *(title)* for _____, a _____ corporation.

_____

__ Notary Public

DRAFT

EXHIBIT "A"

SCOPE OF SERVICES

DRAFT

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

City Council
Staff Report

Sustainability

Author: Jason Glidden
Subject: Ice Arena Conceptual Design and Cost Estimates
Professional Service Provider Contract
Date: June 25, 2015
Type of Item: Administrative - Award of Contract

RFP- Request for Proposal
PCMC – Park City Municipal Corporation
GO – General Obligation

Executive Summary: Council consideration to authorize the City Manager to enter into a service provider agreement with the Vitcus Advisors LLC, for conceptual designs and cost estimates on a potential expansion to the Park City Ice Arena in an amount, not to exceed thirty thousand dollars (**$30,000)**, in a form approved by the City Attorney.

Background:
Beginning in 2001, Park City Municipal Corporation (PCMC) and the Snyderville Basin Recreation District (Basin) worked cooperatively to develop an ice facility for the community. In 2004, an inter-local agreement designated ownership of the future facility to PCMC, all operating costs to be paid for by PCMC and included support from Basin of $50k annually to be used for capital replacement and future expansion. The facility was built upon deed restricted land that was donated by the FJ Gillmor estate. The restrictions, found in Appendix A, limit the facility to hosting only recreational and educational activities. The doors opened on February 24, 2006, at which time PCMC had put forth $3 million for the project along with $2 million from Basin.

Initially, it was expected that the facility would provide ice programming nine months of the year and host dry-floor events during the other three months in order to generate additional revenue. However, after two years of operation due to high demand, the facility operated year round from 10:00 am to 10:00 pm (reducing to an 8 hour day during the off- season). Since the 2008-09 season, the facility has only closed for short periods of time to complete projects that cannot be undertaken while the facility is in operation.

In 2012 the facility further extended its hours of operations to 6:00 am to11:00 pm to accommodate additional demand. Growth in participation continued and the facility was able to provide additional programing as well as sell more ice to User Groups and private rentals, decreasing the annual subsidy (Appendix B). As the community saw a need for additional recreation facilities of various types, two different studies were conducted; a recreational facility demand study and a community interest and opinion survey. The purpose of the two initiatives was to prioritize and confirm which recreation facilities were needed in the area, over the next four- five years, as part of the Mountain Recreation Strategic Action Plan. The results showed strong support for an Ice Arena, Indoor Aquatic Center and Multi-purpose fields (Appendix C).The Recreation Master Plan was presented to Council on August 15, 2013 (page 15 on linked PDF).

In October of 2013, Ice Staff met with Council during a Study Session to communicate the successes and opportunities of the facility since 2006. Staff communicated the continued growth and increasing demand for additional ice. Ice staff returned to Council on July 10, 2014, and presented possible expansion options at a very high level during a work session. Of the various options presented that day, Council was not in favor of a minimalist expansion (the "rink in a box" concept) stating that it was not very "Park City". Council was also not in support of considering an additional sheet of ice as part of a large event center. Council directed staff to return with more concrete numbers for the options in between these extremes.

In November 2014, Snyderville Basin residents passed a General Obligation (GO) bond for Recreation and Open Space, which included 2.5 million dollars earmarked for additional ice.

In March 2015, staff received direction to move forward with the next steps, detailed by the Mountain Recreation Strategic Action plan, to issue an RFP for conceptual designs with an operational assessment for a possible expansion to the Park City Ice Arena.

Analysis:
Scope of Services
Briefly, the scope of services outlined in the RFP included the following:

> In an effort to gain more concrete cost numbers for each expansion option, the City is pursuing a professional service contract with a design firm to create three (3) expansion conceptual plans. The proposal would include plans for the following three options:
>
> 1. Outdoor local/community rink,
> 2. Indoor Community/regional rink, and
> 3. Olympic venue rink.
>
> Provide the following information on three options for expansion of a second sheet of ice to be located at Quinns Junction:
>
> **COST:** Provide estimated construction costs and annual operational and maintenance costs associated with each option. The estimate should include all necessary parking.
>
> **LOCATION:** Provide two design concepts per each Option (outdoor, indoor regional, and Olympic) at two different sites. The first location would be an expansion to the current Ice Arena site, and the second being new stand-alone facility on the City-owned property adjacent to the current facility behind the US Ski Team's Center of Excellence. Each of the six total options should include list of pros and cons associated with each.
>
> **AMENITIES:** Provide a list of possible amenities associated with each option. This could include; number of permanent seating and/or temporary seating (Olympic venue), flexible use space, food and beverage service, storage, off- ice training space, office and operational space.
>
> **FUNDING OPTIONS:** Provide a list of possible funding options that are available for the construction of the facility. The list should include variety of public and private funding options along with the process and timeline for obtaining each funding option.

A project timetable was provided in the (RFP), outlining specific components of the process including submittal deadlines and award of contract.

RFP Advertised	May 8, 2015
Deadline for RFP Questions	April 13, 2015
RFP Deadline for Submittal	May 29, 2015
Selection Committee Review	May 29 - June 12, 2015
Interviews if appropriate	June 12, 2015
Proposed City Council Award of Contract	June 25, 2015

Submittals/Review/Selection
Five organizations submitted formal proposals by the May 29th deadline. They were:

- VCBO - $28,000
- EDA Architects - $43,928
- Blalock and Partners - $83,600
- Victus Advisors - $30,000
- Bockholt Landscape Architecture - $86,800

On April 27th, a seven person selection committee consisting of the following participants reviewed the proposal:

Jason Glidden- Economic Development Program Manager - PCMC
Amanda Angevine- Ice Arena General Manager - PCMC
Ken Fisher – Recreation Manager - PCMC
Rena Jordan – Director – Snyderville Basin Recreation District
Will Pratt – Snyderville Basin Recreation District
Brian Hanton – Snyderville Basin Recreation District
Colin Hilton – President/CEO – Utah Olympic Legacy Foundation

Selection of the consulting firm was based on the following criteria outlined in the (RFP):

- *Ability to complete the project within the timeline proposed by the City*
- *Firm's past experience with designing recreational facilities*
- *Design team qualifications*
- *The cost to complete the project*
- *Resumes for Key Team Members (2 pages max per resume)*
- *Relevant Experience—Demonstrate proven capabilities for providing preliminary design and forecasting budget for recreational facilities.*
- *Billing Rates for all initial Consultant Firms included on Team*

After reviewing the proposal, and conducting finalist interviews, the selection committee unanimously agreed that Victus Advisors was the best firm to provide the services. The selection committee felt that Victus Advisors proposal provided the best understanding of the scope of service that was identified in the RFP along with high quality examples of past projects that were similar in scope.

Department Review: This report has been reviewed by department representatives of Sustainability, Recreation, Ice, Legal and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. **Approve the request, and authorize the City Manager to execute the service provider agreement as attached: (Staff recommendation)**
B. Modify the request: Council could choose to modify the agreement, which would likely delay the schedule of the project.
C. Deny the request: Council could choose to not continue with the project at this time.
D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
E. Do Nothing: Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	**Preserving & Enhancing the Natural Environment (Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Multi-seasonal destination for recreational opportunities		+ Cluster development while preserving open space + Community gathering spaces and places	+ Well-maintained assets and infrastructure + Fiscally and legally sound
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	(Select from List)	Positive	Positive
Comments:				

Funding Source:
Funding for this project will come from the Ice Arena's Capital Improvement budget (which is partially funded by Snyderville Basin Recreation District) along with funding from the Utah Olympic Legacy Foundation.

Consequences of not taking the recommended action:
If Council chooses to deny the contract award, staff will not be able to provide concrete numbers and design options on a possible expansion of the Park City Ice Arena.

Staff Recommendations:
Authorize the City Manager to enter into a service provider agreement with the Vitcus Advisors LLC, for conceptual designs and cost estimates on a potential expansion to the Park City Ice Arena in an amount, not to exceed thirty thousand dollars ($30,000), in a form approved by the City Attorney.

EXHIBITS

Exhibit A – Professional Service Agreement
Exhibit B – Victus Advisors Proposal

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff is Seeking Approval for Installation and Construction Contract Approval for Shade Structures. The Shade Structures and Fabric Sails Would be Placed at Three Park and Playground Locations; Two Locations at the Park City Sports Complex (PCSC) and the Third at Creekside Park.

Respectfully:

Tate Shaw, Recreation Supervisor

City Council
Staff Report

Subject: **Creekside/Quinns Shade Structures**
Author: **Tate Shaw, Recreation Supervisor**
Department: **Recreation & Library**
Date: **June 15, 2015**
Type of Item: **Administrative**

Summary Recommendations: Authorize the City Manager to enter into a construction contract in the amount of $102,302 with North Ridge Construction for then installation of shade structures at Creekside Park and Park City Sports Complex in a form approved by the City Attorney.

Executive Summary: Staff is seeking approval for installation and construction contract approval for shade structures. The shade structures and fabric sails would be placed at three park and playground locations; two locations at the Park City Sports Complex (PCSC) and the third at Creekside Park.

Acrynoms in this Report:
CIP: Capital Improvement Project
RFP: Request for Proposal
PCSC: Park City Sports Complex

Background: In 2006 the Quinns Playground was put in with the completion of the Park City Sports Complex. Park City Recreation built Creekside Park in 2009 and in 2014 opened the Quinns FitGround Fitness Park. Upon completion and use of these sites there has been community interest for increasing shade. Upon recommendation from the Recreation Advisory Board and direction from City Council staff researched shade sails and awning features to maximize cover and minimize any impact to play features and usage. During this time, staff researched various shade sails and decided that Poligon Structure provided the best product at the best price for this application. The cost of the shade sails is $88,129.

During the fall of 2014 staff received proposals from construction companies for the installation of the shade structures, but due to a higher than anticipated installation cost and timeline, staff waited until spring to go through the formal RFP process.

Analysis: The City issued a Request for Proposal (RFP) for the installation of the shade sails at Creekside Park and PCSC that was made available for potential bidders from June 1-10, 2015
The highlights of the process are as follows:

- Two proposals were received at the deadline; J. Lyne Roberts & Sons Inc proposal of $122,830 and Northridge Construction proposal of $102,302.

- The proposals were reviewed by Ken Fisher, Recreation Manager and Tate Shaw, Recreation Supervisor.
- North Ridge Construction was selected based on price, previous experience with Park City Municipal and qualification based on similar projects.
- North Ridge Construction is also based in Park City
- Proposed installation cost: $102,302. Installation expense is higher than the materials due to the requirements for wind load and the needed pier footings to accommodate the load.
- Anticipated project completion date August 29, 2015

Department Review: Legal, Recreation & Library, Budget and City Manager

Alternatives:

A. Approve the Request: Authorize the City Manager to enter into a construction contract in the amount of $102,302 with North Ridge Construction for then installation of shade structures at Creekside Park and Park City Sports Complex in a form approved by the City Attorney.

B. Deny the Request: Council may deny the request to enter into a contract with North Ridge Construction.

C. Continue the Item: Council may continue the item to a future date

D. Do Nothing: This will result in a lack of clarity and direction to staff.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	**Preserving & Enhancing the Natural Environment (Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Multi-seasonal destination for recreational opportunities + Accessible and world-class recreational facilities, parks and programs		+ Residents live and work locally + Community gathering spaces and places	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Neutral	Positive	Positive
Comments:				

Funding Source: The shade structures and the cost of installation will be covered in the Neighborhood Parks CIP Fund. The total project cost is $190,431.

Neighborhood Parks (CIP #cp0100)

Revenue Source	FY 2015	FY 2016 (tentative)
Parks & Open Space Impact Fees	$112,643	$100,000
Current Available Funds	**$116,643**	

Consequences of not taking the recommended action: There would be no artificial shade placed at the parks and therefore increasing risk for sun related injuries and decrease of usage during the summer months.

Recommendation: Authorize the City Manager to enter into a construction contract in the amount of $102,302 with North Ridge Construction for the installation of shade structures at Creekside Park and Park City Sports Complex in a form approved by the City Attorney.

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

The property owner proposes to record a Condominium Record of Survey for a six (6) unit residential multi-unit dwelling consisting of a four (4) story structure and a parking garage. The property owner requests to record the proposed Record of Survey to be able to sell each unit individually.

Respectfully:

Francisco Astorga, Senior Planner

City Council
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **205 Main Street Plat**
Author: **Francisco J. Astorga, Senior Planner**
Project Number: **PL-14-02608**
Date: **June 25, 2015**
Type of Item: **Administrative – Condominium Record of Survey**

Summary Recommendations

Staffs recommends the City Council hold a public hearing and consider approving 205 Main Street Plat Condominium Record of Survey located at 205 Main Street based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

This Staff report reflects the professional recommendation of the Planning Department. The City Council, as an independent body, may consider the recommendation but should make its decisions independently.

Description

Applicant:	205 Main Street, LLC, Todd Cusick represented by Jack Johnson
Location:	205 Main Street
Zoning:	Historic Commercial Business
Adjacent Land Uses:	Residential
Reason for Review:	Condominium Record of Surveys require Planning Commission review and City Council review and action

Executive Summary/Proposal

The property owner proposes to record a Condominium Record of Survey for a six (6) unit residential multi-unit dwelling consisting of a four (4) story structure and a parking garage. The property owner requests to record the proposed Record of Survey to be able to sell each unit individually.

Background

On February 19, 2015, the City received a completed application for the 205 Main Street Plat Condominiums. The property is located at 205 Main Street in the Historic Commercial Business District. The subject property consists of Parcel 1 of the Park Place on Main Street Plat Amendment approved by the City Council in April 1998 and recorded with Summit County in 1999.

In October 2012 the applicant received a Historic District Design Review approval to build a six (6) unit multi-unit dwelling with a parking garage. In September 2013, the applicant received a one (1) year extension, to allow the Historic District Design Review to expire in October 2014. The applicant applied for a building permit in July 2014. The

Planning Department signed off the building permit in September 2014. Due to some miscommunication discrepancy with the applicant and the Building Department, the Permit was not issued until December 2014. Currently, the site is under construction and has an active building permit for the six (6) unit multi-unit structure.

During the April 8, 2015 Planning Commission meeting, the Commission forwarded a positive recommendation to the City Council, the vote was unanimous (5-0).

This Condominium Record of Survey was originally noticed for the May 7, 2015 City Council meeting. During the April 23, 2015, City Council meeting, public comment was shared by a Park City resident regarding the City's approval of the use at 205 Main Street. This was referred to the Main Street "vertical zoning". In order to address the resident's concerns, this item was continued to the May 28, 2015 City Council meeting.

May 28, 2015 City Council review Summary

The City Council reviewed the Condominium Record of Survey plat and the vertical zoning during the May 28, 2015 City Council meeting. During this meeting the Planning Department, along with applicant representative Jack Johnson, stated that the record of survey was approved unanimously back in April by the Planning Commission but since then there were public comments against it and Ssaff was directed to clarify how this request got through the Historic District Design review.

The Planning Department explained the intent of the project and how it met Historic District Design Guidelines review. The Legal Department explained that the application before the City Council was a Condominium Plat, and whatever they would vote that night would not change the approval process.

Mayor Thomas opened and closed the public hearing. Public comment was shared by Eric Nelson, Hope Melville, Mike Sweeney, Greg Schnuff, Doug Clyde representing Bill White, Alison Buttz representing Park City Alliance, Jim Tedford, and Brooks Robinson. The majority of the public comments were regarding the approved use.

During this meeting there was a lengthy discussion regarding the approved use as the City Council's opinions were shared relating to the vertical zoning provisions. See attached draft minutes, Exhibit G. During this meeting the City Council discussed an egress door shown on the plat on northwest side and a square planter box feature shown on the southwest corner of the proposed condominium plat.

A motion was made to approve the condo plat. That motion failed due to lack of a second. Another motion was made to continue the item with clarification on the egress door swinging onto the adjacent property to a date uncertain. This motion was approved unanimously (5-0).

Update

On June 3, 2015, the applicant representative submitted a revised Condominium Plat that does not show the egress door shown on the plat on northwest side and a square

planter box feature shown on the southwest corner of the proposed condominium plat. The applicant further explained that the door shown on the proposed plat was a mistake. The applicant indicated that in the future they would like to review the possibilities of adding a door and an exterior access onto the subject site from the Imperial Hotel (Bogan Boarding House, 221 Main Street). The proposed Condominium Plat has been updated and does not show such door.

Regarding the planter box feature, the applicant also proposes to remove it from the Condominium Plat as they will no longer seek to build it. This feature was drafted outside of their property and any future consideration of such improvement would be reviewed and approved by the City Engineer through an encroachment agreement over platted Second Street adjacent to the City stairs.

District Purpose

The purpose of the Historic Commercial Business 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

A condominium is not a type of use but a form of ownership. The following requirements apply to multi-unit dwellings in the Historic Commercial Business District:

Regulation	Finding
Use: Multi-Unit Dwelling.	Allowed use, complies.
Minimum lot area: 1,250 square feet.	9,148 square feet, complies.
Minimum lot width: 25 feet	119.8 feet, complies.

Front, Rear, and Side Yards: There are no minimum front, rear, or side yard dimensions in the Historic Commercial Business District.	0 setbacks, complies.
Maximum Floor Area Ratio: 4.0	2.02 (18,148.49 divided by 8,985), complies.
Maximum Building Volume and Height: The maximum Building volume for each Lot is defined by a plane that rises vertically at the Front Lot Line to a height of thirty feet (30') measured above the average Natural Grade and then proceeds at a forty-five degree (45°) angle toward the rear of the Property until it intersects with a point forty-five feet (45') above the Natural Grade and connects with the rear portion of the bulk plane. Wherever the HCB District abuts a residential Zoning District, the abutting portion of the bulk plane is defined by a plane that rises vertically at the abutting Lot Line to a height matching the maximum height of the abutting Zone (in this case 27' due to HR-2 District), measured from Existing Grade, and then proceeds at a forty-five degree (45°) angle toward the opposite Lot Line until it intersects with a point forty-five feet (45') above Existing Grade.	Complies.
Minimum parking requirements for Apartment/Condominium 2,000 sf floor area or greater: 2 per dwelling unit.	Applicant proposes to build fifteen (15) parking spaces, all within the parking garage. The minimum number of parking spaces required by the Land Management Code based on the six (6) dwelling units is twelve (12), complies.

Staff finds Good Cause for the Condominium Record of Survey Plat as the requested form of ownership is not detrimental to the overall character of the neighborhood. This application, as shown on the proposed plat, allows the following units to be platted as private ownership:

Unit A – 2,961.81 sf
Unit B – 2,753.05 sf
Unit C – 3,308.74 sf
Unit D – 2,962.07 sf
Unit E – 3,256.11 sf
Unit F – 2,906.71 sf
Total – 18,148.49 sf

Common spaces include most of the parking garage, entry vestibule and stairs, elevator, roof, foundation, exterior walls, etc. Limited common spaces include the mechanical areas, storage, balconies, patios, etc.

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. The structure must be brought into substantial compliance with the Building code as a condition precedent to plat approval.

This structure is not yet built. A building permit was issued in December 2014 to build what has been approved (through that Historic District Design Review). The applicant is actively working on the project. The structure, as approved on plans, is to be built per current building codes as approved.

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

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

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

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

Alternatives
- The City Council may approve 205 Main Street Plat Condominium Record of Survey; or
- The City Council may deny 205 Main Street Plat Condominium Record of Survey and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on 205 Main Street Plat Condominium Record of Survey; or
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

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

Consequences of not taking the Planning Department's Recommendation
The proposed building would remain as is and the property owner would not have the option to sell the units individually.

Summary Recommendation
Staffs recommends the City Council hold a public hearing and consider approving 205 Main Street Plat Condominium Record of Survey located at 205 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 Proposed (updated) Condominium Record of Survey
Exhibit B – Existing Conditions Survey
Exhibit C – Current Plat
Exhibit D – Vicinity Map
Exhibit E – Front Elevation Rendering
Exhibit F – Historic District Design Review Action Letter
Exhibit G – 5.28.2015 Memorandum to City Council and Exhibits:
    Memo Exhibit A – Development Review Letter
    Memo Exhibit B – Applicant Response Letter
Exhibit H – 5.28.2015 City Council Meeting Minutes

Exhibit A: Draft Ordinance

Ordinance No. 15-XX

AN ORDINANCE APPROVING 205 MAIN STREET PLAT CONDOMINIUM RECORD OF SURVEY LOCATED AT 205 MAIN STREET, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 205 Main Street has petitioned the City Council for approval of the condominium record of survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 8, 2015, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on April 8, 2015, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 7, 2015, May 27. 2015, and June 25, 2015, 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 205 Main Street Plat Condominium Record of Survey.

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

SECTION 1. APPROVAL. 205 Main Street Plat Condominium Record of Survey 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 205 Main Street.
2. The property is in the Historic Commercial Business District.
3. The property consists of Lot 1 of Park Place on Main Street Plat.
4. The proposed condominium Record of Survey plat memorializes each dwelling unit within the multi-unit dwelling as a separate unit that can be leased or owned separately.
5. A condominium is not a type of use but a form or ownership.
6. A multi-unit dwelling is an allowed use in the Historic Commercial Business District.
7. The current lot is 9,148 square feet and complies with the minimum lot area of

1250 square feet in the Historic Commercial Business District.

8. The current lot width is 119.8 feet and complies with the minimum lot width of 25 feet in the Historic Commercial Business District.
9. There are no minimum front, rear, or side yard dimensions in the Historic Commercial Business District.
10. The proposed Floor Area Ratio is 2.02 (18,148.49 divided by 8,985) and complies with the maximum Floor Area Ratio of 4.0 in the Historic Commercial Business District.
11. The proposal complies with the Maximum Building Volume and Height as described in Land Management Code § 15-2.6-5, as applicable.
12. Applicant proposes to build fifteen (15) parking spaces, all within the parking garage. The minimum number of parking spaces required by the Land Management Code based on the six (6) dwelling units is twelve (12).
13. The requested form of ownership is not detrimental to the overall character of the neighborhood.
14. This application allows the following units to be platted as private ownership:
    a. Unit A – 2,961.81 sf
    b. Unit B – 2,753.05 sf
    c. Unit C – 3,308.74 sf
    d. Unit D – 2,962.07 sf
    e. Unit E – 3,256.11 sf
    f. Unit F – 2,906.71 sf
    g. Total – 18,144.09 sf
15. Common spaces include most of the parking garage, entry vestibule and stairs, elevator, roof, foundation, exterior walls, etc.
16. Limited common spaces include the mechanical areas, storage, balconies, patios, etc.
17. During the City Council review of the Condominium Plat on May 28, 2015 the Planning Department explained the intent of the project and how it met Historic District Design Guidelines review.
18. During the May 28, 2015 City Council meeting, there was a lengthy discussion regarding the approved use as well as the egress door shown on the plat on northwest side and a square planter box feature shown on the southwest corner of the proposed condominium plat.
19. During the May 28, 2015 City Council meeting, a motion was made to continue the item with clarification on the egress door swinging onto the adjacent property to a date uncertain. This motion was approved unanimously (5-0).
20. On June 3, 2015, the applicant representative submitted a revised Condominium Plat that does not show the egress door shown on the plat on northwest side and a square planter box feature shown on the southwest corner of the proposed condominium plat.
21. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

<u>Conclusions of Law:</u>

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. 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. A tie breaker mechanism shall be included in the CC&Rs.
4. 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.

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

PASSED AND ADOPTED this 25th day of June, 2015.

PARK CITY MUNICIPAL CORPORATION

_____

Jack Thomas, MAYOR

ATTEST:

_____

Marci Heil, City Recorder

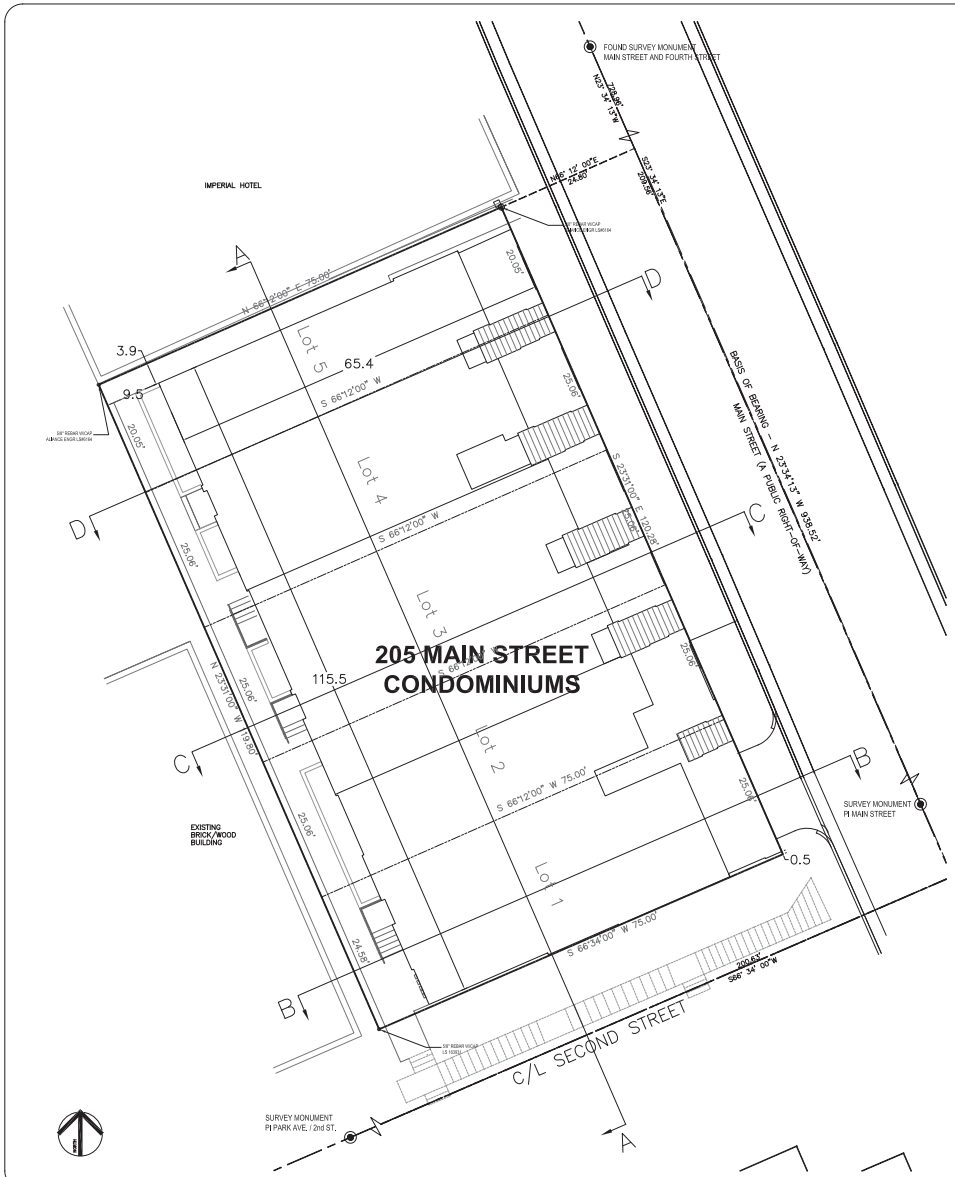
APPROVED AS TO FORM:

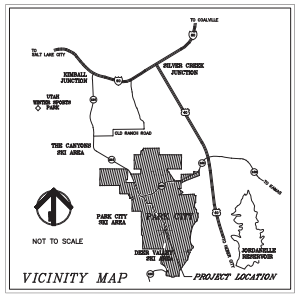
_____

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

Attachment 1 – Proposed Condo Plat - Updated





BOUNDARY DESCRIPTION

LOTS 1, 2, 3, 4 AND THE SOUTH 20.5 FEET OF LOT 5, BLOCK 12, PARK CITY SURVEY ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

SURVEYOR'S CERTIFICATE

I, Jack J. Johnson, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No.147581 as prescribed under the laws of the State of Utah. I further certify that the Condominium Plat shown hereon is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.

Jack J. Johnson

Date

OWNER'S CONSENT TO RECORD

Know all men by these presents, that 205 MAIN STREET, LLC, a Utah Limited Liability Company, is the owner of that certain tract of land described hereon, more commonly known as 205 Main Street, Park City, Utah, consisting of four stories and an underground parking structure, the first, second, third and fourth floors consistof six residential condominium units. Said 205 Main Street, LLC hereby certifies that it caused this survey to be made and this condominium plat to be prepared, and does hereby consent to the recordation of the Record of Survey Map and submits this property to the UtahCondominium Ownership Act. The owner further certifies that the construction of this project will be completed after the recondation of this plat and is in conformance with the approved master plan for the property and the land management code of Park City Municipal Corporation.

In witness whereof, the undersigned has executed this Consent on behalf of 205 Main Street, LLC and is duly authorized to do so.

This day of 2014

Todd Cusick
Member

ACKNOWLEDGMENT
STATE of Utah
COUNTY of

On this day of , 2014, personally appeared before me Todd Cusick, being by me duly sworn, did say that he is a member of 205 Main Street, LLC, owner of record of the property described on this plan and he is duly authorized to sign on behalf of said owner and said owner does consent to record.

Notary Public My Commission Expires:

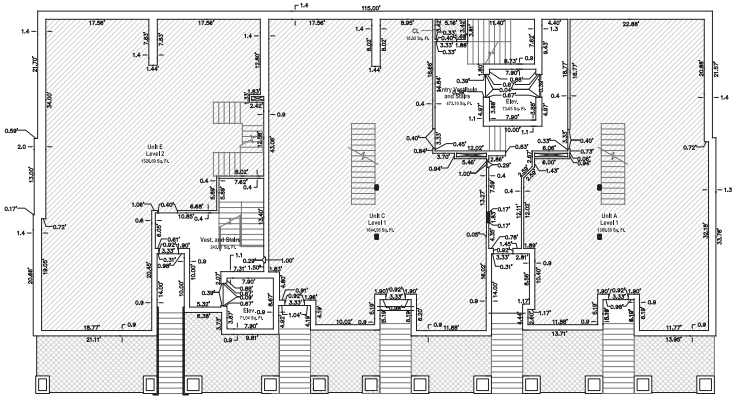
Jack Johnson Consulting
1910 PROSPECTOR AVENUE, SUITE 200
PARK CITY, UTAH 84060
(435) 645-8001

205 MAIN STREET PLAT

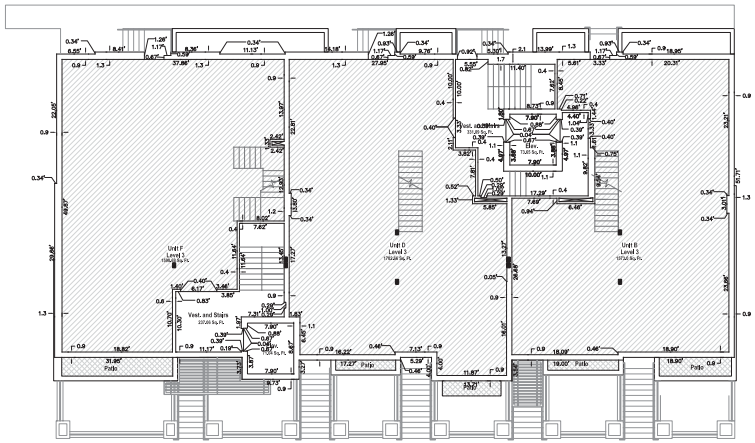
A CONDOMINIUM PROJECT

LOCATED IN
SECTION16, TOWSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY,
SUMMIT COUNTY, UTAH
SHEET 1 OF 4

COUNCIL APPROVAL AND ACCEPTANCE	ENGINEERS CERTIFICATE	PLANNING COMMISSION	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	RECORDED
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ , 2015 A.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATIONON ON FILE IN MY OFFICE THIS DAY OF _____, 2015 A.D.	REVIEWED BY THE PARK CITY PLANNING COMMISSION THIS 9th DAY OF APRIL, 2015 A.D.	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS_____DAY OF_____ . 2015 A.D.	APPROVED AS TO FORM THIS _____ DAY OF_____, 2015	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS_____DAY OF_____ . 2015 A.D.	ENTRY NO._____ BOOK_____ PAGE _____ STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF: _____ DATE _____ TIME _____
BY_____ MAYOR	BY _____ PARK CITY ENGINEER	BY _____ CHAIR	BY_____ S.B.W.R.D.	BY _____ PARK CITY ATTORNEY	_____ PARK CITY RECORDER	_____ COUNTY RECORDER



LEVEL 1



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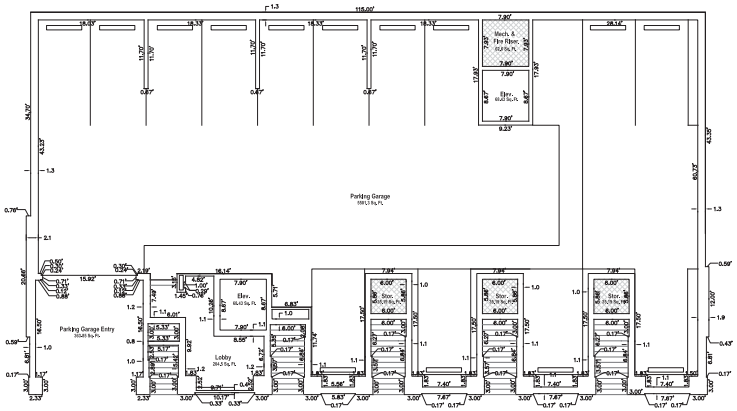
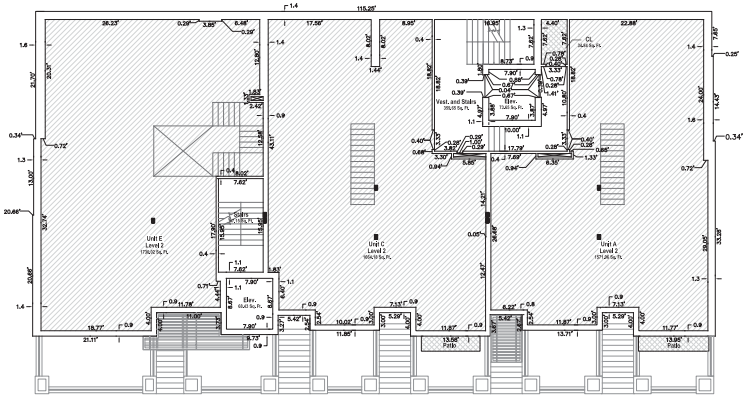


PARKING



LEVEL 2

LEGEND

PRIVATE OWNERSHIP

LIMITED COMMON AREA

COMMON AREA

205 MAIN STREET PLAT

A CONDOMINIUM PROJECT

LOCATED IN

SECTION16, TOWSHIP 2 SOUTH,

RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY,

SUMMIT COUNTY, UTAH

SHEET 2 OF 4

0 5 10 20 30

SCALE: 1"=10'

Jack Johnson Consulting

1910 PROSPECTOR AVENUE, SUITE 200
PARK CITY, UTAH 84060
(435) 645-9001

RECORDED

ENTRY NO. _____ BOOK _____ PAGE _____

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF: _____

DATE _____ TIME _____

_____

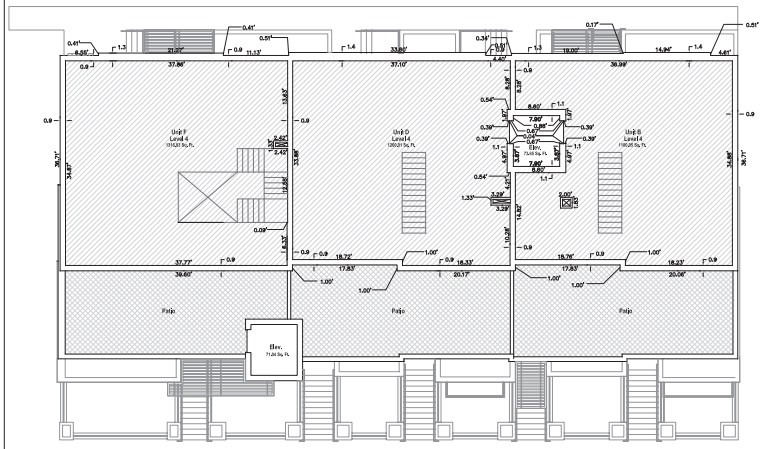
COUNTY RECORDER

LEGEND

PRIVATE OWNERSHIP

LIMITED COMMON AREA

COMMON AREA



LEVEL 4

205 MAIN STREET PLAT

A CONDOMINIUM PROJECT

LOCATED IN

SECTION16, TOWSHIP 2 SOUTH,

RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY,

SUMMIT COUNTY, UTAH

SHEET 3 OF 4

0 5 10 20 30

SCALE: 1"=10'

Jack Johnson Consulting

1910 PROSPECTOR AVENUE, SUITE 200
PARK CITY, UTAH 84060
(435) 645-9001

RECORDED

ENTRY NO _____ BOOK _____ PAGE _____

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF: _____

DATE _____ TIME _____

_____

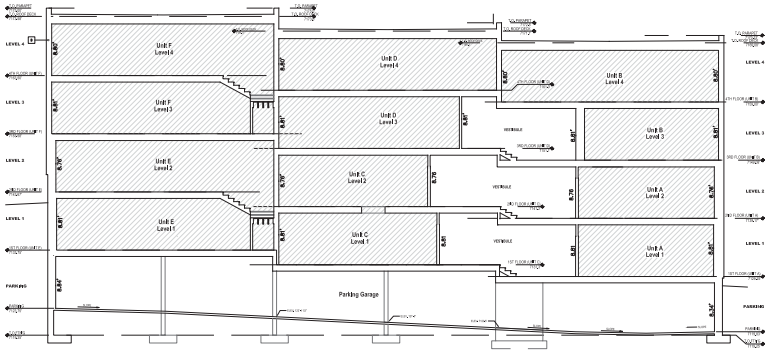
COUNTY RECORDER

LEGEND

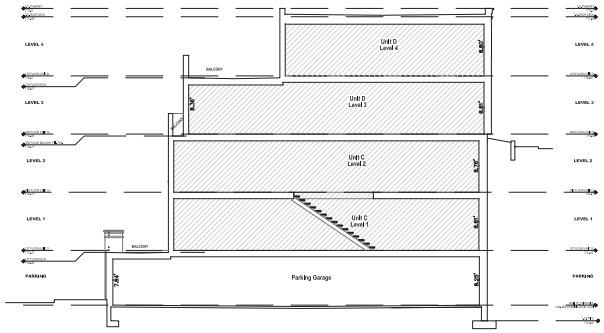
PRIVATE OWNERSHIP

LIMITED COMMON AREA

COMMON AREA



SECTION A-A



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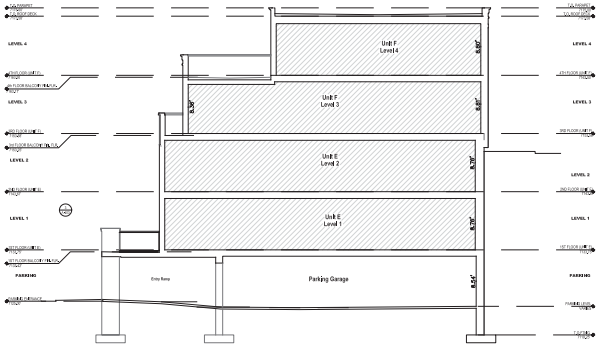
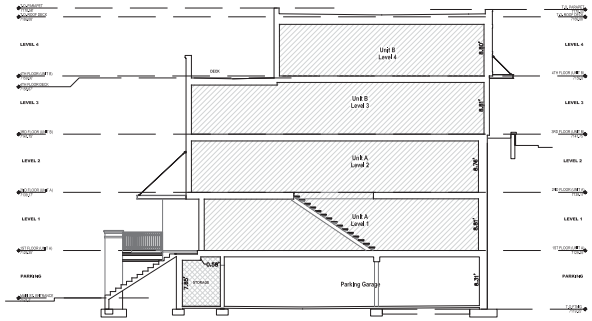


SECTION B-B



SECTION D-D

205 MAIN STREET PLAT

A CONDOMINIUM PROJECT

LOCATED IN
SECTION16, TOWSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY,
SUMMIT COUNTY, UTAH
SHEET 4 OF 4

0 5 10 20 30
SCALE: 1"=10'

Jack Johnson Consulting
1910 PROSPECTOR AVENUE, SUITE 200
PARK CITY, UTAH 84060
(435) 645-9001

RECORDED

ENTRY NO._____ BOOK_____ PAGE _____
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF: _____
DATE _____ TIME _____

_____
COUNTY RECORDER

Exhibit B – Existing Conditions Survey

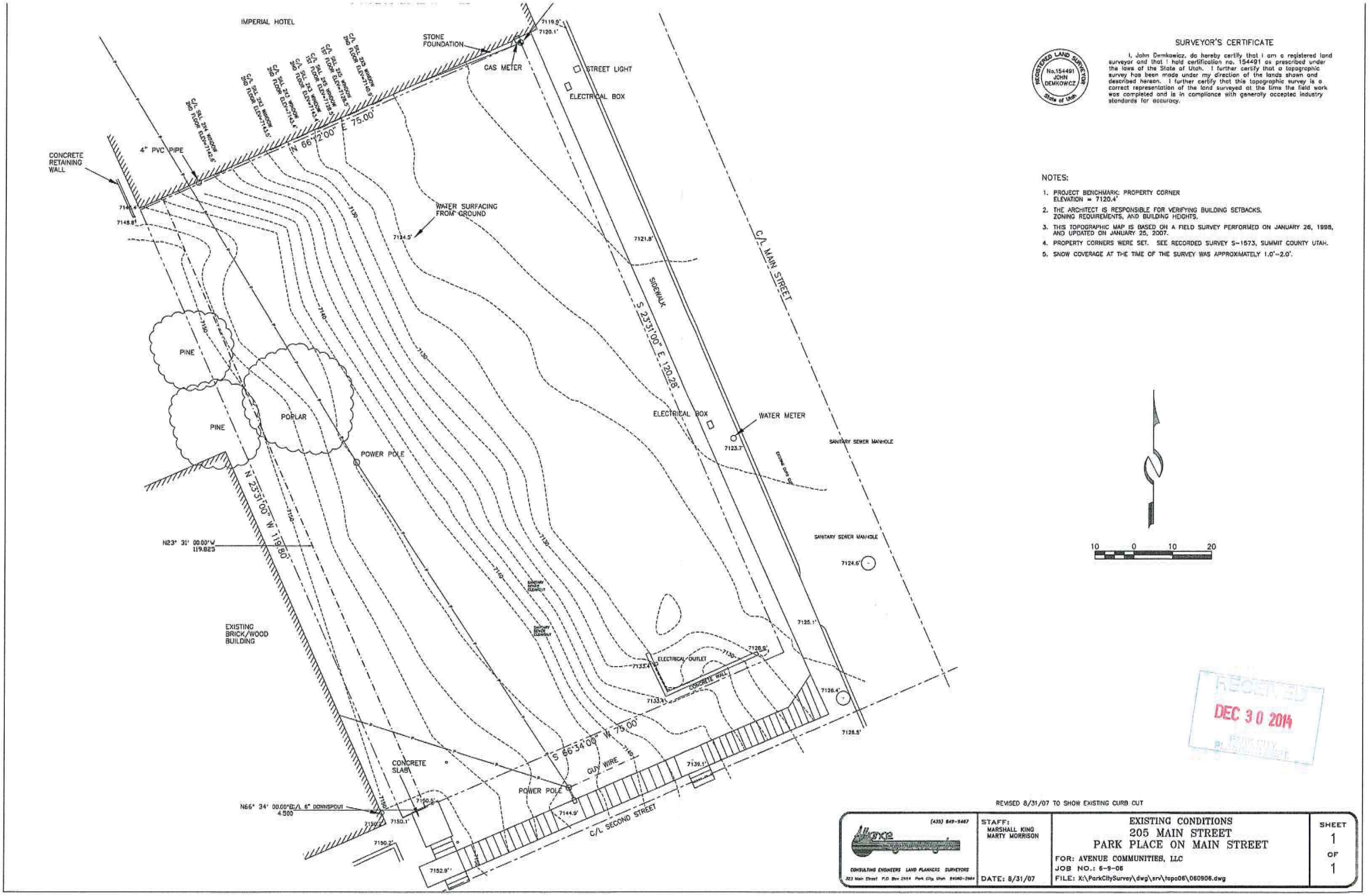
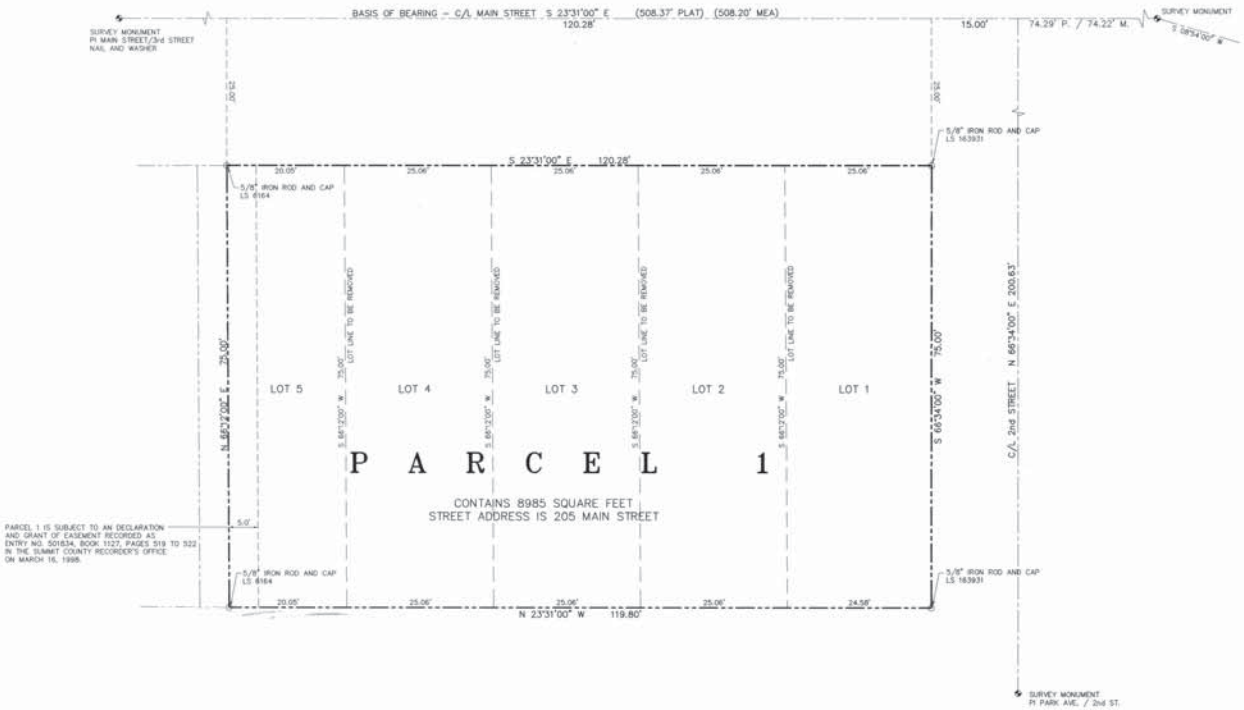


Exhibit C – Current Plat



SURVEYORS CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this Lot Line Adjustment Plat was prepared under my direction in accordance with the requirements of the Park City Municipal Corporation.

John Demkowicz — Date: 12-10-98

REGISTERED LAND SURVEYOR No. 163931 JOHN DEMKOWICZ STATE OF UTAH

BOUNDARY DESCRIPTION

Lots 1, 2, 3, 4, and the South 20 feet of Lot 5; Block 12, Park City Survey according to the official plat thereof on file and of record in the office of the Summit County Recorder.

CONSOLIDATED LEGAL DESCRIPTION

BEGINNING at the Southeast corner of Block 12, PARK CITY SURVEY according to the official plat thereof on file and of record in the office of the Summit County Recorder; and running thence South 66°34'00" West 75.00 feet; thence North 23°31'00" West 119.80 feet; thence North 66°12'00" East 75.00 feet; thence South 23°31'00" East 120.28 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT, that PARK PLACE ON MAIN STREET the undersigned owner of the hereon described tract of land to be known hereafter as PARK PLACE ON MAIN STREET, certifies that it has caused this Lot Line Adjustment Plat to be prepared. Park Place on Main Street hereby consents to the recordation of this Lot Line Adjustment Plat. Also, the owner hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable offer of dedication.

IN WITNESS WHEREOF, the undersigned set his hand this 10 day of December, 1998

PARK PLACE ON MAIN STREET
A California Limited Partnership

By: Anita DeThomas
Anita DeThomas, it's General Partner

ACKNOWLEDGMENT

State of Utah)
:ss.
County of Summit)

On the 10th day of December, 1998, Anita DeThomas personally appeared before me, the undersigned Notary Public in and for said state and county, did say that she is a general partner of Park Place on Main Street, a California Limited Partnership, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said partnership, and said Anita DeThomas duly acknowledged that said partnership executed the same.

Mary L. Barcak
Notary Public

My commission expires: 8-26-2003

NOTES:

1. See record of survey #S-1573, recorded Summit County, Utah.
2. A Soils Report and Shoring Plan, prepared by a licensed engineer and reviewed and approved by the Community Development Department, will be required from the applicant prior to any construction.
3. Any encroaching sewer laterals on the site shall be mitigated by the affected private parties.

10 0 10 20 feet

LOT LINE ADJUSTMENT PLAT

PARK PLACE ON MAIN STREET

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JOB NO. 01-04-97 FILE \pcs\p\p-010497

PAGE 1 OF 1

ALLIANCE ENGINEERING INC.	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (435) 649-9467	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 18th DAY OF December, 1998 A.D. BY Shawn Stokes for Roger E. Robinson S.B.S.I.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 6th DAY OF January, 1999 A.D. BY CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 21st DAY OF DECEMBER, 1998 A.D. BY Eric W. DeHaan PE PARK CITY ENGINEER	APPROVED AS TO FORM THIS 11th DAY OF JANUARY, 1999 A.D. BY Mark D. Harrington PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 30th DAY OF APRIL, 1998 A.D. BY Janet M. Scott PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 30th DAY OF APRIL, 1998 A.D. BY Brooke Ashe MAYOR	# 528026 STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Coalition Title DATE 06-22-99 TIME 09:02 AM BOOK — PAGE — $31.00 FEE Lorene M. Simon RECORDER

Park Place

Exhibit D - Vicinity Map
205 Main Street

Exhibit E - Front Elevation Rendering

PARK CITY
1884

Building • Engineering • Planning

October 29, 2012

Craig Elliot
On behalf of 205 Main Street Group, LLC
P.O. Box 3419
Park City, Utah 84060

NOTICE OF PLANNING STAFF ADMINISTRATIVE ACTION

Project Address:	**205 Main Street, Parcel 1 Park Place on Main Street.**
Project Description:	**Proposed Six (6) Dwelling-Unit Residential Condominium.**
Date of Action:	**October 29, 2012**
Project Number:	**PL-12-01603**

Summary of Staff Action
Staff reviewed this project for compliance with the Historic District Design Guidelines, specifically with 1) Universal Guidelines for New Construction (#1 through #7) and 2) Specific Guideline: A1. Building Setbacks & Orientation, A.2 Lot Coverage, A.4 Site Grading & Steep Slope Issues, A.5 Landscaping, B.1 Mass, Scale & Height, B.2 Key Building Elements, and D. Off-Street Parking Areas. Staff found that as conditioned the proposed six unit residential dwelling will comply with applicable Guidelines. This letter serves as the final action letter and approval for the proposed design for 205 Main Street, as redlined subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact
1. The property is located at 205 Main Street, more specifically Parcel 1 of the Park Place on Main Street Plat Amendment which originally consisted of five (5) full Old Town lots.
2. The parcel is approximately 9,148 square feet in size. The minimum lot size in the Historic Commercial Business (HBC) District is 1,250 square feet.
3. The property is located in the HCB District.
4. Multi-Unit dwellings are a permitted use in the HCB District.
5. This is a vacant parcel not identified on the City's Historic Sites Inventory and is not designed as a Historically Significant or Landmark Site.
6. Each of the six proposed units is labeled between A through F. Unit A is 3,037 square feet, Unit B is 2,989 square feet, Unit C is 3,092 square feet, Unit D is 3,025 square feet, and Unit F is 2,906 square feet.

7. The proposed building is a four (4) story structure with a parking garage at the main level and three (3) stories of residential above.
8. The maximum building height allowed in the HCB District is forty-five feet (45') feet measured from the natural grade. The proposed building is approximately thirteen feet (13') tall at the front-yard setback (property line) with a maximum height of forty-five feet (45') at the highest point from the natural grade and twenty-five feet (25') tall at the rear yard setback.
9. There are not front, rear or side-yard requirements in the HCB District, in essence allowing a "zero-lot-line" building.
10. The proposed building meets the minimum requirements of Section 15-2.6-5(A) and (B) – Maximum Building Volume and Height of the LMC.
11. The applicant is required to provide three parking spaces per dwelling unit. The plans only show two spaces per unit. Section 15-3-6(A) Parking Ration Requirements for Specific Land Use Categories – Residential Uses, requires three parking spaces for all residential dwellings (apartment or condominium) over 2,500 square feet. Section 15-2.6-9 Parking Regulations (in the HCB District) requires that the required off-street parking either be provided on-site, or that a fee established by the City be paid in lieu of the required parking and multiplied by the required spaces. In this case, the applicant can either provide the six (6) additional spaces within the garage or pay the required fee as calculated by the City.
12. The parking stalls within the garage do not appear to meet the minimum parking standards set forth in Section 15-3-3(F) Parking Space Dimensions, which requires that each stall have a minimum of nine-feet (9') in with by eighteen-feet (18') long. The back-up drive aisle must be twenty-four feet (24') wide between spaces. It appears that this area can be reconfigured to meet this code and will be a condition of approval.
13. The proposed building uses a mixture of exterior materials including three primary materials of brick, stone, and cement board. Other exterior materials include cut stone and stainless steel trim (see Exhibit "A").
14. Each unit has an exterior entrance onto Main Street as well as a separate entrance from the parking garage.
15. The proposed design complies with the Universal Guideline #1 for New Construction in that the proposed building uses simple building forms, unadorned materials, and restrained ornamentation.
16. The proposed building complies with Universal Guideline #2 for new construction because it does not directly imitate existing historic structures located on surrounding properties or within the Historic District.
17. The proposed building complies with Universal Guideline #3 due to the fact that the architecture of the proposed building is designed in a manner consistent with a contemporary interpretation of its chosen style and that the stylistic elements are not simply applied to the exterior. The building does not replicate a style that never appeared in Park City and does not radically conflict with the character of Park City's Historic Sites.
18. The proposed building complies with Universal Guideline #4 because the proposed building and site design respect the existing topography, character, and site defining features. There are a limited numbers of existing trees or vegetation on the site, and

cuts, fill, and retaining walls will not be visible to the public as the building will be constructed to follow the contour of the existing hillside.

19. The proposed building complies with Universal Guideline #5 as the proposed exterior elements of the building, including roofs, entrances, eaves, chimneys, porches, windows, doors, steps, retaining walls, garages, etc., are to be of human scale and are designed to be compatible with neighboring Historic Sites, including the adjacent Imperial Hotel and Grappa restaurant building.
20. The proposed building complies with Universal Guideline #6 because the scale and height of the proposed structure follows the predominant pattern of the neighborhood with special consideration given to Historic Sites, including the aforementioned buildings.
21. The proposed building complies with Universal Guideline #7 due to the fact that the size and mass of the structure will be compatible with the size of the property Lot coverage, building bulk, and mass are compatible with Historic Sites in the neighborhood, including most of the surrounding sites.
22. The proposed building complies with Universal Guideline #8 as the construction of said building will not physically damage nearby Historic Sites. The applicant will be required to submit a construction mitigation plan, including a plan to mitigate potential damage to surrounding buildings as part of the building permit submittals.
23. The proposed building complies with Specific Guideline A1. Building Setbacks & Orientation in that the location of the structure on the site is proposed in a manner that follows the predominant pattern of historic buildings along Main Street, maintaining traditional setbacks, orientation of entrances, and alignment along Main Street. The proposed building avoids a design that will cause snow shedding onto adjacent properties due to the fact that the building will have a flat roof.
24. The proposed building complies with Specific Guideline A2. Lot Coverage; in that the proposed coverage is in fact compatible with the surrounding Historic Sites. Most of the adjacent sites have lot coverage equal to 90-100%. The applicant is proposing a rear yard setback to provide for an open space area between the proposed building and the adjacent Jefferson House Condominium.
25. The proposed building complies with Specific Guideline A.4. Site Grading and Steep Slope Issues. The proposed building and site design respond to the natural contour of the property. The proposed structure steps down the hill to follow the existing contours slopes, and building scale is minimized in the rear-yard as the building is designed to limit/limiting the height to twenty-five feet (25') so as not to tower over the adjacent Jefferson House Condominiums. The building design minimizes cuts into the hillside, respect the sites natural slope. There is no fill proposed and the proposed retaining wall will be the rear of the building visible from only the interior of the parking garage. The proposed excavation will not exceed one-story in depth.
26. The proposed building complies with Specific Guideline A.5 Landscaping. The landscape plans propose planters in front and rear that will have water efficient drip irrigation with seasonal plant materials. Because the building is proposed to have a zero-lot setback in the front, there is no other landscaping proposed. The proposed landscape treatment adjacent to the sidewalk is part of a comprehensive, complementary and integrated design. Adjacent buildings provide no landscaping between Main Street and the buildings and, this proposal will offer visual relief between the street and the building. Rear landscaping will also be planters which will

be placed in the rear yard setback area and will include the planting of trees and shrubs between the proposed structure and the Jefferson House Condominium.

27. The proposed building complies with Specific Guideline A.6. Mass, Scale and Height. The building will have a mass that is visually compatible with the surrounding Historic Sites along Main Street. The proposed building will have articulation in the wall plane and roof heights for each unit to help diminish the visual impact of the overall building mass, form, and scale. The proposed variations in roof height and vertical element will break up the form, mass, and scale of the overall structure. The building is designed not to tower over the adjacent building to the rear, and a twenty-five foot (25') height and increased setback will allow for light and air into the adjacent building. The proposed structure is not stepped up the side of the hill to maintain a constant height or to appear as a building that "crawls" up the side of the hill. The proposed building is not significantly taller or shorter than surrounding historic buildings along Main Street. The proposed structure maintains a similar height as the adjacent Imperial Hotel and Grappa restaurant building. All windows, balconies and decks are oriented towards Main Street in order to respect the existing conditions of adjacent neighboring properties to the rear and sides. The primary façade of the proposed building is compatible with the width of surrounding historic buildings and the structure is set back significantly from the plane of the primary façade, not only for design consideration, but for functionality of the front porch as well.
28. The proposed building complies with Specific Guideline B.2 Key Building Features, including compliance with Roofs, Materials, Windows and Doors, Porches, Paint & Color, Mechanical and Utility Systems and Service Equipment. The proposed flat roof is compatible with a majority of roof forms in Old Town. Windows and doors are compatible with surrounding historic buildings and proportional to the scale and style of the building. The Porches have been incorporated into the initial construction of the building and are compatible with the building style, scale and proportion, Paint and Colors are opaque and there are no transparent painted surfaces proposed. Mechanical and Utility Systems and Service Equipment is proposed to be screened from public view, including roof-mounted equipment which shall be placed beyond the mid-point of the roof and not visible from any public right of way.
29. The proposed building complies with Specific Guideline D. Off Street Parking Areas. The structure includes an at-grade parking structure on the main floor that is completely enclosed and screened from public view. The applicant is required to provide three (3) parking spaces per unit, has shown a total of twelve (12) parking spaces on-site, and will be required to pay a fee in lieu of for the remaining six (6) spaces needed.
30. The application was received on August 28, 2012. On September 26, 2012, the application was taken to the Development Review Committee (DRC) for their review of the project. Although Historic District Design Reviews are not required to have a DRC review, the size and complexity of the project prompted Staff to have the item reviewed. DRC comments that resulted in conditions are included in the Conditions of Approval section of this Staff Report.
31. On September 26, 2012, the Planning Staff requested that the applicant submit a statement of compliance to Land Management Code Section 15-2.6-2(A)(2) and Section 15-15-1.248. Staff noted that the footnote in Section 15-2.6-2(A)(2) prohibits residential uses in storefront properties adjacent to Main Street. On September 27,

the applicant responded in writing to Staff's request for a statement of compliance. The response is attached hereto as Exhibit "B".

32. On September 29, 2012, the first mailing (fourteen day notice) was sent to all property owners within 100 feet based on the list of property owners provided by the applicant.
33. On October 16th, a ten-day notice was sent to all property owners within 100 feet based on the list of property owners provided by the applicant.
34. The final ten-day appeal period of this approval will expire on November 5, 2012.

Conclusion of Law

1. The proposal complies with the 2009 Park City Design Guidelines for Historic Districts and Historic Sites as conditioned.
2. The proposal complies with the Land Management Code requirements pursuant to the Historic Commercial Business (HCB) District (lot size, setbacks, etc.).
3. Multi-Unit Dwellings are an Allowed Use in the HCB District per Section 15-2.5-2(A)(2) of the LMC.
4. The proposed project complies with Section 15-2.6-2(A)(2) of the LMC that prohibits residential uses in "storefront properties" as the proposal does not create a storefront that meets the strict definition of "Storefront Property" as defined in Section 15-15-1.248 of the LMC.
5. The proposed building meets the applicable Historic District Design Guidelines for New Construction, as well as applicable Universal Design Guidelines.

Conditions of Approval

1. Receipt and approval of a Construction Mitigation Plan (CMP) by the Building Department is a condition precedent to the issuance of any building permit. The CMP shall consider and mitigate impacts to the existing adjacent structures (Jefferson House Condominiums, Imperial Hotel, and the Grappa restaurant building (et al), and existing infrastructure/streets from the construction. All anticipated road closures shall be described and permitted in advance by the Building Department.
2. Final building plans and construction details shall reflect substantial compliance with the drawings stamped in on August 28, 2012, redlined and approved by the Planning Department on October 29, 2012. Any changes, modifications, or deviations from the approved design shall be reviewed and approved by the Planning Director prior to construction. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
3. The designer and/or applicant shall be responsible for coordinating the approved architectural drawings/documents with the approved construction drawings/documents. The overall aesthetics of the approved architectural drawings/documents shall take precedence. Any discrepancies found among these documents that would cause a change in appearance to the approved architectural drawings/documents shall be reviewed and approved prior to construction. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
4. All standard conditions of approval shall apply (see attached).

5. If a building permit has not been obtained by September 24, 2013 this HDDR approval will expire, unless an extension is requested prior to the expiration date and granted by the Planning Department.
6. Any area disturbed during construction surrounding the proposed work shall be brought back to its original state prior to issuance of a Certificate of Occupancy.
7. Construction waste should be diverted from the landfill and recycled when possible.
8. Exterior lighting is not approved. Cut sheets and locations shall be submitted to the Planning Department for review and approval prior to installation. All exterior lighting shall meet Park City's lighting ordinance and be downward directed and shielded.
9. The City Engineer shall review and approval all appropriate grading, utility installation, public improvements, drainage plans, and flood plain issues, for compliance with City and Federal standards, and this is a condition precedent to building permit issuance.
10. All electrical service equipment and sub-panels as well as all mechanical equipment, except those owned and maintained by public utility companies, shall be painted to match the surrounding wall color or painted and screened to blend with the surrounding natural terrain. Roof mounted equipment shall be placed beyond the mid-point of the roof, and appropriately screened from public view with architecturally compatible materials to complement the building, and vents shall be painted to match the roof and/or adjacent wall color and shall be screened or integrated into the design of the structure.
11. Water Department – Street pressure is about 60 psi, the highest fixtures and fire sprinklers in that building will sit at about 35 – 40 psi static. The water system for the building shall be required to be design with these figures in mind.
12. Questar Gas – The natural gas line is on the east side of Main Street and at the time of building we will have to cut the asphalt road to install a service line to this new building. There will be costs incurred for this, and Questar will need city approval to cut the road. The applicant shall contact Jeff Hundley at 435-654-6186 or at Jeff.Hundley@questar.com prior to the connection of the gas line.
13. Snyderville Basin Water Reclamation District – Sewer service will have one master line. If future plans are to subdivide each unit, a separate sewer service would be required for each. The applicant may want to consider this up-front to avoid issues in the future.
14. Engineering – The property is located in the Soils Ordinance boundaries. All soil removed from the property will have to be properly disposed of at a hazardous waste facility that can accept contaminated soils.
15. Building Department – the conditions of approval for the previously approved project regarding window egress on the north side of the proposed building next to the Imperial Hotel shall apply. Specific language will be included in the final action letter.
16. Transportation - Only one curb cut will be allowed onto Main Street. The location of the existing curb cut is proposed to stay and is the preferred location.
17. A fee in lieu of on-site parking for six (6) additional parking spaces shall be required. Payment of the fee shall be required prior to the issuance of the building permit.
18. The parking garage lot layout shall be re-designed to meet the LMC requirements of Section 15-3-3(F) of the LMC.

19. Approval of this HDDR was noticed on October 26, 2012, and any approval is subject to a 10 day appeal period.

If you have any questions about this approval, please do not hesitate to contact me. I can be reached at (435) 615-5063, or via e-mail at mathew.evans@parkcity.org.

Sincerely,

Mathew W. Evans
Senior Planner

Attached - Standard Project Conditions

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.

2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.

3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.

4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.

5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.

6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.

9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.

10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found

between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.

12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.

13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approval are transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.

15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.

16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.

17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.

18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

April 2007

PARK CITY 1884
PLANNING DEPARTMENT

Memorandum to City Council

Subject: **205 Main Street Plat**
Author: **Francisco J. Astorga, Senior Planner**
Project Number: **PL-14-02608**
Date: **May 28, 2014**

During the April 23, 2015, City Council meeting, public comment was shared by a Park City resident regarding the City's approval of the use at 205 Main Street. This was referred to the Main Street "vertical zoning". This memo clarifies the actions taken regarding the approved use of this site.

The proposed Historic District Design Review of a multi-unit dwelling was approved by Mat Evans, Senior Planner, with the Planning Department on October 29, 2012. Prior to the approval, Senior Planner Evans sent the applicant representative a letter dated September 26, 2012, regarding internal development review comments to be addressed by the applicant which included a question regarding the *storefront property restriction*. See Memo Exhibit A – Development Review Letter.

Soon after the letter was sent, the requested response was submitted by the applicant's representative, Craig Elliott with Elliott WorkGroup Architecture, See Memo Exhibit B – Applicant Response in which Mr. Elliott stated that the project did not meet the definition of "storefront" based upon the LMC definition due to the project's setbacks. The letter also added that in the alternative the parking was not excluded from the storefront. The Senior Planner and Planning Director reviewed this explanation and approved the Historic District Design Review.

Regarding the review process, the application went through the appropriate process including the required Historic District Design Review public comment period administered by staff. A multi-unit dwelling is an allowed use in the zone, and when a use is listed as allowed, is does not require the approval by the Planning Commission or any other specific body. The appeal process for these determinations have passed.

Staff has been examining the language and is proposing amendments to the Land Management Code to clarify the definition of *storefront* to ensure the intent behind the provision is met. They have tentatively been noticed for the June 24, 2015 Planning Commission meeting.

<u>Exhibits</u>
Memo Exhibit A – Development Review Letter
Memo Exhibit B – Applicant Response Letter

PARK CITY 1884
PLANNING DEPARTMENT

September 26, 2012

Elliott Work Group
Attn: Craig Elliot
P.O. Box 3419
Park City, Utah 84060

Re: PL-12-01603 Historic District Design Review (HDDR) Approval Request for 205 Main Street – Development Review Committee (DRC) review of the proposed project.

Dear Mr. Elliot

Thank you for submitting your request for Historic District Design Review (HDDR) application for the six (6) unit residential building proposed to be located at 205 Main Street in our Historic Commercial Business (HCB) zone District. This letter is to inform you that Staff held an internal Development Review Committee (DRC) meeting on September 25, 2012 to discuss the proposed project.

The DRC is convened bi-monthly to review proposed development projects. Those in attendance at the DRC meeting include Planning Department Staff, the Transportation Planner, and representatives from the Attorney's office, the Building Department, the Water Department, Engineering Department, and members representing various utility companies.

At the aforementioned DRC meeting today, the members made the following comments that I thought you should be aware of. These comments will ultimately become conditions of approval for the Historic District Design Review of the 205 Main Street building. The comments include:

1. Water Department – Street pressure is about 60 psi, the highest fixtures and fire sprinklers in that building will sit at about 35 – 40 psi static. The applicant will be required to design their water system with these figures in mind.
2. Questar Gas – the natural gas line is on the east side of Main Street and at the time of building we will have to cut the asphalt road to install a service line to this new building. There will be costs incurred for this and we will need city approval to cut the road. The builder needs to be aware of this and they will need to contact Jeff Hundley at 435-654-6186 Jeff.Hundley@questar.com when they are ready to proceed.
3. Snyderville Basin Water Reclamation District – Sewer service will have one master line. If future plans are to subdivide each unit, a separate sewer service would be required for each. The applicant may want to consider this up-front to avoid issues in the future.

4. Engineering – the property is located in the Soils Ordinance boundaries. All soil removed from the property will have to be properly disposed of at a hazardous waste facility that can accept contaminated soils.
5. Building Department – the conditions of approval for the previously approved project regarding window egress on the north side of the proposed building next to the Imperial Hotel shall apply. Specific language will be included in the final action letter.
6. Transportation - Only one curb cut will be allowed onto Main Street. The location of the existing curb cut is proposed to stay and is the preferred location.

The DRC also recommends that you review the Park City Land Management Code Section 15-2.6-2(A)(2) and Section 15-15-1.248. As you are likely aware of the footnote in Section 15-2.6-2(A)(2) prohibits residential uses in storefront properties adjacent to Main Street. The issue here is that the garage is directly accessory to said residential use. Section 15-15-1.248 is the definition of a storefront property which states:

> **STOREFRONT PROPERTY**. A separately enclosed space or unit that has a window or entrance that fronts on a Public Street. For purposes of this provision, the term "fronts on a Public Street" shall mean a separately enclosed space or unit with:
>
> (1) A window and/or entrance within fifty lateral/horizontal feet (50') of the back, inside building edge, of the public sidewalk; and
> (2) A window and/or entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street.
>
> In the case of split-level, multi-level Buildings with only one primary entrance, only those fully enclosed spaces or units that directly front the Street as set forth above, shall be designated to be a "Storefront Property." The Planning Director or their designee shall have the final determination of applicability.

Please provide us with a written statement that describes how the ground floor level of your proposed development does not meet the strict definition of "storefront property" as listed above. The statement must be received by October 10, 2012, which is the end of the first review period for the HDDR.

If you have any questions regarding this letter or the HDDR process, please do not hesitate to contact me. I can be reached by phone at 435-615-5063 or via e-mail at mathew.evans@parkcity.org.

All the best

Mathew W. Evans
Senior Planner

elliott
workgroup
architecture

September 27, 2012

Mathew W. Evans
Senior Planner
Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, Utah

re: PL-12-01603 Historic District Design Review (HDDR) Approval Request for 205 Main Street

Mathew:

This letter is being provided, as requested in your letter dated September 26, 2012, to "describe how the ground floor level does not meet the strict definition of storefront property". In this document, excerpts from the Land Management Code are shown in *italics*.

A **Multi-Unit Dwelling[1]** is an allowed use in the HCB zone with the exception that it is classified with a superscript[1] and is thus *[1]Prohibited in **storefronts** adjacent to the **Main Street**, Heber Avenue, or Swede Alley Rights-of-Way.*

The proposed project does not propose any multi-unit dwelling use in the storefront area of the site. The following excerpt is from the definition section of the Land Management Code:

> *15-15-1.248 STOREFRONT PROPERTY.*
> *A separately enclosed space or unit that has a window or entrance that fronts on a Public Street. For purposes of this provision, the term "fronts on a Public Street" shall mean a separately enclosed space or unit with:*
>
> *(1) A window and/or entrance within fifty lateral/horizontal feet (50') of the back, inside building edge of the public sidewalk; and*
> *(2) A window and/or entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street.*
>
> *In the case of split level, multi-level Buildings with only one primary entrance, only those fully enclosed spaces or units that directly front the Street as set forth above, shall be designated to be a "Storefront Property." The Planning Director or their designee shall have the final determination of applicability.*

In order for a space to meet the definition of "Storefront Property" as defined in the Land Management Code, the facade of the building must meet both criteria **15-15-1.248 (1) and (2)** as specified in the Definitions section of the Land Management Code (shown above). The doors and windows to the residential units on the north end of the project are all within fifty feet of the inside building edge, but are located higher than eight feet above the grade of the adjacent street. Since the doors and windows do not meet both criteria, the areas on the north part of the project do not qualify as "Storefront Property".

The door and window on the south end of the proposed project qualifies for both criteria, but it does not meet the criteria in the following paragraph. This portion of the project meets the criteria of a *multi-level Building with only one primary entrance,* as it is a lobby which is a common circulation area that services two residential units above. Under this requirement, the entrance area is treated as a non-use and requires that the *fully enclosed spaces or units that directly front the Street* fall back to the criteria **15-15-1.248 (1) and (2)**. Again, the residential spaces meet only one of the criteria as they are all located more than eight feet above the adjacent grade of Main Street. As such, the areas do not qualify as "Storefront Property".

Additionally, this space is incidental to the residential use, is for access only, is public in nature and is consistent with access to upper level residential units found on the upper floors of most Main Street properties.

As for how the parking area is considered, technically, the area where the parking area is proposed does not qualify as storefront, but even if it was considered storefront, the code does not prohibit Parking from storefronts. It is not described with a superscript[1] in the HCB District of the Land Management Code.

In this case, no areas of the project are being proposed in areas that qualify as Storefront Property.

Please feel free to call with any questions.

Respectfully Submitted,

Craig Elliott, AIA

Snowboard Association) and Final Approval by the City Council.

Mayor Thomas opens the public hearing for comments.

Tiger Shaw, president and CEO of USSA, thanked council for their opportunity to take advantage of this cost savings.

Mayor Thomas closed the public hearing.

VII. OLD BUSINESS

1. Consideration of the 205 Main Street Plat Condominium Record of Survey Pursuant to Findings of Fact, Conclusions of Law and Conditions of Approval in a Form Approved by the City Attorney.

Senior Planner Francisco Astorga, along with applicant representative Jack Johnson, states this record of survey was approved unanimously back in April by the Planning Commission but since then there were public comments against it and Staff was directed to clarify how this request got through the Historic District Design review. Astorga explains the intent of the project and how it met guidelines. Council member Matsumoto asked if this project truly met the store front ordinance intent. Tom Daley explained for Council that all that is before Council is the record of survey, and whatever they vote on tonight will not change the approval process.

Mayor Thomas opened the public hearing.

Eric Nelson referred to the Land Management Code and stated there are no purpose points in the code that this project fits under. States what worries him most is that during the entire process, no one was aware of this other than the original planner.

Hope Melville seconds Nelson's comments. Acknowledges it's too late to do anything about this project but feels something needs to change. Feels this project is a travesty and there needs to be a second level of review for projects of this nature.

Mike Sweeney also agrees this project is an unfortunate mistake and there needs to be change to preserve the continuation of storefronts on Main Street.

Greg Schnuff, Brew Pub owner, states he also feels a mistake has been made in allowing condos on Historic Main Street. He had faith in city officials to not allow this type of project to be approved but is disappointed it fell through the cracks.

Doug Clyde, representing Bill White, states this issue is not entirely about use. The application before Council tonight is about a structure, not necessarily solely use. States the applicant was able to bypass the store front guideline through the letter written by the applicant's architect. Explains not all hope is loss in that Council can ask Staff for a detailed analysis to provide clarification.

Alison Buttz, Park City Alliance, states she hopes Council will follow code to uphold the intent(s) under which it was written.

Jim Tedford asks when approval was given for this project. Daley states initial approval was given in October, 2012. Tedford states he's very disappointed that someone would build a project of this nature knowing full well that it goes against the nature of Historic Main Street.

Brooks Robinson asks if the applicant has applied for a conditional use permit as it appears to him that it qualifies for needing one. Astorga states the property was not found needing a conditional use permit.

Mayor Thomas closed the public hearing.

Council member Simpson states she was not on council when the vertical zoning ordinance was approved. Disagrees that it is not too late to keep this from happening again and states she is committed to revisiting the code in order to clarify the intention for which it was written.

Matsumoto states she takes responsibility for allowing this project and hopes Council can take a harder look at the code. Suggests Staff have a review process so they are not relying solely on an opinion of an applicant's architect. Council members Beerman, Henney state their disappointment in the failure of the process as well in allowing this project to go forth. Peek asks for clarification on several features of the project. Simpson asks Daley if Council can continue this item and ask for clarification from Staff. Daley states if there is a God, Mark Harrington is getting mauled by a shark right now. Mayor Thomas agrees this project is a travesty and goes against the nature of our town and Main Street. States there are things that are not clear with the project design and should have gone through the public process. Jack Johnson states they are a couple million dollars into this project and they need to have the plat approved before they draw more money. Also states his client will incur significant damage if no approval.

Council member Simpson moved to approve the plat. Motion failed due to lack of second.

Council member Beerman moved to continue this item with clarification
on egress door swinging onto the adjacent property to a date uncertain.
Council member Henney seconded
Approved unanimously

Council member Simpson moved to create a special meeting
for June 5th and 11th, 2015.
Council member Peek seconded
Approved unanimously

VIII. NEW BUSINESS

1. Council Consideration to Ratify Terms Associated with a Public Easement for a Pedestrian and Bicycle Pathway and Related Appurtenances Between Park Avenue Condominiums (PAC) and Park City Municipal Corporation (PCMC) with a Total Compensation of Eighty Eight Thousand Dollars. ($88,000).

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

Council member Beerman moved to approve the ratification terms Associated with a Public Easement for a Pedestrian and Bicycle Pathway and Related Appurtenances Between Park Avenue Condominiums (PAC) and Park City Municipal Corporation (PCMC) with a Total Compensation of Eighty Eight Thousand Dollars. ($88,000).
Council member Peek seconded
Approved unanimously

2. Consideration of the Master Festival License Application for the Library Grand Opening to be Held on June 13, 2015.

Jenny Diersen introduced Stewart Ashe, who is helping plan the Library Grand Opening. Event will run from 10:00 am – 5:00 pm. Diersen reports at noon there will be a ribbon cutting and approximately 500 volunteers will be needed for the book brigade. A street closure on Park Avenue will occur from 11:00 am – 1:00 pm for the brigade. Ashe states they would like Council to be on the stand for the ribbon cutting and asks Mayor Thomas to personally do the ribbon cutting.

Mayor Thomas opens the public hearing.

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

The staff will review the current predictions for the 2015 Wildfire season in the Park City, Summit County area, along with the most recent weather and fire conditions. Based on the most recent conditions as of the date of the Council meeting, the Fire Code Official may recommend to Council that it is in the best interest of public safety to hold a public hearing and recommend Council adopt an ordinance restricting open ignition sources and fireworks.

Respectfully:

Hugh Daniels,

City Council
Staff Report

Subject:	**2015 Wildfire Season and Ordinance Prohibiting Open Fires and Restricting the Use of Fireworks**
Authors:	**Hugh Daniels, CEM, Emergency Manager** **Alexandra Morehead, Emergency Management Intern** **Chad Root, Chief Building Official/Fire Code Official** **Wade Carpenter, Fire Marshal/Chief of Police**
Department:	**Public Safety, Executive and Building**
Date:	**June 18, 2015**
Type of Item:	**Legislative**

Executive Summary: The staff will review the current predictions for the 2015 Wildfire season in the Park City, Summit County area, along with the most recent weather and fire conditions. Based on the most recent conditions as of the date of the Council meeting, the Fire Code Official may recommend to Council that it is in the best interest of public safety to hold a public hearing and recommend Council adopt an ordinance restricting open ignition sources and fireworks.

Recommendation: Take input from staff on the predictions for the 2015 Wildfire Season and hold a public hearing and based on Staff's recommendation at the hearing adopt the proposed Ordinance Prohibiting Open Fires and Regulating the Use of Fireworks within Park City during the 2015 fire season and Adopting the Summit County Process For Recovery of Costs for Responding to Emergencies Caused by an Aggravated Fire Emergency. At the public hearing staff may recommend the Council continue the action on the Ordinance to a future date, based on current weather and fire conditions.

Topic: Wildland Fire Potential for 2015 and consideration of an Ordinance Regulating Open Fires and the Use of Fireworks

Acronyms:
CEM – Certified Emergency Manager
NIFC – National Interagency Fire Center
NOAA – National Oceanic and Atmospheric Administration
GBCC – The Great Basin Coordination Center
WUI – Wildland Urban Interface

Background:
With this year's low snow pack and the continuing and in some areas increasing drought there has been significant concern over the upcoming wildfire season, which

runs from June through October. The lack of moisture in the ground this year coupled with extending drought conditions has some fuel's moisture content and the ability to burn, at record lows, particularly timber, coupled with wind, high temperature, low dew point, fuel load, dry lightning and dry conditions can lead to a significant increase in fire danger. While May weather was very wet, little of that moisture is absorbed by anything other than grass and first few inches of soil. Staff wishes to outline the current predictions for the 2015 fire season and discuss the need for a ban on open flames and fireworks for the July 4th and/or other impending holidays.

The use of consumer fireworks has been an ongoing problem over the years and has caused fires in Park City. In Utah, the greatest fire risks generally start in southern Utah and move north. Most fires are started by either lightning, fireworks or discharge of weapons. In the Park City area, moderate to severe drought (as predicted by NIFC); higher than normal predicted temperatures in July and August (as predicted by NOAA); extremely low moisture in both live and dead fuels, exacerbated by a low snow pack winter and fire season timing, leads all current forecasts to an increasing fire risk. Despite a current NIFC forecast of a "normal" fire season for Utah, a normal season in Utah is over 400 fires in the state and 60 in Summit County. The Rockport Fires of 2013, 2014 and the Fox Bay Fire of 2012 all occurred during a "normal" fire season.

Analysis:
The NIFC Predictive Services Unit of the GBCC which includes Utah, reports significant fire potential throughout the western states for June, July, August and September. While Utah currently is listed as "normal", most of our neighbor states have high to extreme wildfire potential beginning in July.

Wildfire will always be a concern in Park City and Summit County as a WUI area. Weather is also a key to how easy fires start and how quickly they expand. The good news is that 98% of brush and wildfires are stopped in the initial attack. The bad news is even a small wind coupled with dry fuels can lead to a significant fire. Higher elevation fuels are particularly dry this year. The dry winter has increased the curing or drying of fuels earlier than usual and the May rains have increased grass growth adding to carry-over dry grasses from 2014.

The difficult decision is balancing the celebrations of Independence Day and Pioneer Day with fire hazard. The Utah Legislature restricts the ability of the Council to ban fireworks during these holiday periods unless in a WUI area the Fire Code Official determines that the conditions are such, that allowing fireworks and open sources of ignition are a danger to the public's safety. Due to the timelines required to prepare the Council's packets, staff will be making a recommendation on whether to move forward with a fireworks ban as included herein or continue the item based on current weather and fire danger predictions. Further, we are in regular communications with Summit County, the Park City Fire District and the Utah Division of Fire Forestry and State Lands.

Should conditions require the Fire Code Official to recommend a ban, staff requests that you consider the following:

If a ban of ignition sources and fireworks is necessary due to the high fire risk to Park City, threat to public safety and risk of property loss, we, in consultation with the Park City Fire Service District, will recommend that Park City should adopt an ordinance banning fireworks and open ignition sources from June 18 through October 31, 2015. This ban may be lifted by an action of the Council at a later date should conditions so allow.

Fireworks may be used during professional displays with fire protection, such as the 4th of July celebration. Final decisions on public displays cannot be made until the day of the event, though every opportunity will be made to hold these displays if potential dangers can be mitigated and the weather cooperates.

The last time a similar bans were adopted were for the 2007, 2012, 2013 and 2014 fire seasons. Those years had similar low humidity, drought, windy, dry and hot weather conditions which led to an increase in wildfires throughout the state including Summit County.

During the 2013 Utah Legislative session amendments were made to Utah Code Section 53-7-225 which prohibits municipalities from banning a person from discharging fireworks, except for negligent discharge or as provided under Subsection 15A-5-202.5(1)(c), during prescribed times surrounding four holiday periods, July 4th, July 24th, New Year's and Chinese New Year's. Subsection 15A-5-202.5(1)(c) gives Council the authority, if the Fire Code Official determines that hazardous environmental conditions necessitate controlled use of any ignition source, including fireworks, lighters, matches, sky lanterns, and smoking materials, to prohibit only the ignition or use of the ignition source in mountainous, brush-covered, or forest-covered areas or the wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose.

What this means is that Council has the ability to ban fireworks in certain areas or within the entire WUI. The Utah Division of Forestry, Fire and State Lands have designated all of Park City and all of Summit County as Wildland Urban Interface. Research has shown that embers from a wildfire can travel as far as two and a half miles, therefore potentially endangering all of Park City.

Chad Root, Park City's Fire Code Official has determined that hazardous environmental conditions including but not limited to; intensifying drought; low snow pack with an early melt; higher than normal predicted temperatures in July, August and September; extremely low moisture in both live and dead fuels necessitate controlled use of any ignition source, including fireworks, lighters, matches, sky lanterns, and smoking materials.

Cost Recovery - As it is the position of the City and the Utah League of Cities and Towns that counties are responsible for the costs of wildland fires, the City wishes to extend the County's cost recovery authority to within the City limits. Therefore, the City should adopt Summit County Code 5-4-10 within the City limits.

Department Review:
Building Department, Police, Fire Marshal, Emergency Management, City Attorney, Budget, Finance and City Manager.

Alternatives:

A. Approve the Request:
Consider Adopting the Ordinance Prohibiting Open Fires and Regulating the Use of Fireworks within Park City for the 2015 Fire Season and Adopting the Summit County Process For Recovery of Costs for Responding to Emergencies Caused by an Aggravated Fire Emergency, based on current weather and fire conditions.

B. Deny the Request:
Council could choose to deny the request if not warranted by current conditions. Arguably, residents may still be subject to any restrictions adopted by the Park City Fire Service District and Summit County.

C. Continue the Item:
Council could choose to continue the item to a future date and reconsider adoption should conditions warrant it.

D. Do Nothing:
This would be the same as denying the request.

Significant Impacts Matrix

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessibility during peak seasonal times + Multi-seasonal destination for recreational opportunities	+ Abundant preserved and publicly-accessible open space + Managed natural resources balancing ecosystem needs		+ Well-maintained assets and infrastructure + Engaged and informed citizenry
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Very Positive ↑	Neutral ⇔	Positive ⇧
Comments: The economic impact of a major wildfire in the greater Park City area could be significant				

Significant Impacts/Consequences of not taking the recommended action:
Not adopting the ordinance when hazardous conditions exist would leave the City in a vulnerable position because of the high threat of fires resulting from the use of fireworks and open fires. Postponing the adoption may be an option depending on conditions.

Recommendation:
Take input from staff on the predictions for the 2015 Wildfire Season and hold a public hearing and based on Staff's recommendation at the hearing adopt the proposed Ordinance Prohibiting Open Fires and Regulating the Use of Fireworks within Park City during the 2015 fire season and Adopting the Summit County Process For Recovery of Costs for Responding to Emergencies Caused by an Aggravated Fire Emergency. At the public hearing staff may recommend the Council continue the action on the Ordinance to a future date, based on current weather and fire conditions.

Attachment: A

An Ordinance Prohibiting Open Fires and the Use of Fireworks within Park City During the 2015 Fire Season and Adopting the Summit County Process For Recovery of Costs for Responding to Emergencies Caused by an Aggravated Fire Emergency.

Attachment: A

Ordinance No. 15-__

AN ORDINANCE PROHIBITING OPEN FIRES AND THE USE OF FIREWORKS WITHIN PARK CITY DURING THE 2015 FIRE SEASON AND ADOPTING THE SUMMIT COUNTY PROCESS FOR RECOVERY OF COSTS FOR RESPONDING TO EMERGENCIES CAUSED BY AN AGGRAVATED FIRE EMERGENCY

WHEREAS, the City Council of Park City Municipal Corporation, Utah, (herein "City"), in conjunction with the Park City Fire Code Official and the Park City Fire Service District, has a desire to reduce the threat of wild fires within the City limits; and

WHEREAS, based on the forecasted drought, low fuel moisture, low snow pack, the fire risk for the year 2015 is expected to be high from June 18th through October 31, 2015; and

WHEREAS, weather and natural resource conditions have combined with continuing drought to produce a very high level of light fuels (grasses and other light vegetation), early curing (drying), carryover fuels from 2014 and record low ERC levels in heavier fuels in the Park City area; and

WHEREAS, the National Interagency Fire Center (NIFC) Predictive Unit is forecasting above normal potential for significant fire activity in the western states; and

WHEREAS, Park City and Summit County have the greatest amount of wildland urban interface in the state of Utah; and

WHEREAS, the City desires to reduce the risk of wildfires which may cause extensive damage and economic hardship within the City; and

WHEREAS, the use of explosive and other fireworks within the City substantially increase the risk of fires and under current conditions is a direct threat to the community at large; and

WHEREAS, the State of Utah has created the Utah Fireworks Act as found in U.C.A. Section 53-7-225 et seq. which allows discharge of Class C common state approved explosives from July 1st thru July 7th and July 21st thru July 27th; and

WHEREAS, pursuant to the authority of the Fire Code Official and U.C.A. Sections 10-8-56 and 84, it is the intent of the City Council to adopt a valid, time, place and manner regulations on the use of fireworks that do not conflict with U.C.A. Sections 53-7-220 through 53-7-225; and

WHEREAS, this ordinance based on specific and hazardous environmental factors identified by the Park City Fire Code Official and Park City Fire Marshal as being ripe for wildfire and is effective for only one "fire season" and is not a general or permanent regulation in conflict with U.C.A. Sections 53-7-220 through 53-7-225; and

WHEREAS, The Utah Division of Forestry, Fire and State Lands in consultation with local Fire Officials has designated all of Park City to be a Wildland Urban Interface area.

WHEREAS, pursuant to U.C.A. Section 53-7-225, the City Council has the authority to prohibit the ignition or use of any ignition source within the Wildland Urban Interface which includes all lands within the Park City limits.

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

SECTION 1. FIRE SEASON. The City hereby finds and determines that the fire season for the year 2015 shall be from June 18, 2015 through October 31, 2015.

SECTION 2. LOCATION WITHIN PARK CITY. All the lands within the city limits of Park City are designated by the Utah Division of Forestry, Fire and State Lands as Wild Land Urban Interface and are included in this ordinance.

SECTION 3. FIREWORKS. The use of any and all class "C" fireworks shall be prohibited within Park City during the entirety of the 2015 high risk fire season. Class "C" fireworks as defined by UTAH CODE ANN. ("U.C.A.") § 53-7-202(4)-(6) include:

a) a firecracker, cannon cracker, salute, cherry bomb, or other similar explosive;
b) a bottle rocket, skyrocket or any device other than a model rocket that uses combustible or explosive material;
c) a roman candle or other device that discharges balls of fire;
d) a tube or cone aerial firework that propels comets, shells, salutes, flash shells, or similar devices; and
e) a chaser, whistler, or similar device.

Such prohibition shall not apply to displays expressly permitted by a special event license with a state licensed operator pursuant to U.C.A. § 53-7-223.

SECTION 4. OPEN FIRES. All open fires are prohibited during the 2015 high risk fire season. "Open fire" does not include use of LPG gas/natural gas and charcoal briquettes in approved fire pits.

SECTION 5. VIOLATIONS. Violations of this Ordinance shall be deemed a Class B misdemeanor and shall be punishable by a fine not to exceed $1,000 for persons or $5,000 for corporations, and/or imprisonment for a term not to exceed six (6) months.

SECTION 6. AGGRAVATED FIRE EMERGENCY. The City Council hereby adopts and extends the Summit County Code 5-4-10 to within the City limits. Additionally, an Aggravated Fire Emergency shall include a fire caused or contributed to by the failure to comply with state law, this Ordinance or an order from any City agency, department or official, or from the Park City Fire Service District.

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SECTION 7. EFFECTIVE DATE; SEVERENCE CLAUSE. Due to immediate fire danger and the City Council's finding of necessity due to the immediate preservation of the peace,

health and safety of the City, this Ordinance shall become effective immediately upon its approval and passage. If any provision of this ordinance or the application of any provision of this ordinance is found invalid the remainder of this ordinance shall be given effect without the invalid provision or application.

Dated this 18th day of June, 2015.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Jack Thomas

Attest:

_____
Marci Heil, City Recorder

Approved as to form:

_____
Mark D. Harrington, City Attorney

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Fletcher's Restaurant, at 562 Main Street, requests to utilize 231 square feet of City property for outdoor dining.

Respectfully:

Francisco Astorga, Senior Planner

City Council
Staff Report

Subject: 562 Main Street, Outdoor Dining
Author: Francisco J. Astorga, Senior Planner
Department: Planning
Date: June 25, 2015
Type of Item: Administrative

Summary Recommendations:
Consider approving a lease of City property for outdoor dining for Fletcher's Restaurant located at 562 Main Street so that they can have on outdoor dining.

Executive Summary:
Fletcher's Restaurant, at 562 Main Street, requests to utilize 231 square feet of City property for outdoor dining.

Topic/Description:
Steve Demarest, owner of Fletcher's Restaurant, proposes to accommodate outdoor dining on Swede Alley adjacent to their building on the newly renovated Bear Bench Alley plaza. The proposed outdoor dining is requested during the spring, summer, and fall. The proposed outdoor dining area is on the backside of the Fletcher's restaurant on Swede Alley and would be approximately 231 square feet as shown on Exhibit A.

Acronyms in this Report:
ADA Americans with Disabilities Act
UDABC Utah Department of Alcohol Beverage Control

Background:
Section 15-2.6-12 of the Land Management Code allows Outdoor Dining on "leased public property" as an Administrative Conditional Use Permit.

Analysis:
Any seasonal lease the City enters would: regulate the time and duration of the use, provide for consistency in look and materials, ensure the aesthetic value of the Historic District by preventing visual clutter, prevent conflicts with Special Events/Master Festival Licenses, mitigate for conflicting uses in the public right-of-way, ensure for clean sidewalks, and provide an ongoing monitoring mechanism and revocation provision for failure to comply with regulation.

Staff has prepared a draft lease template that would be executed with the applicant prior to approving the outdoor dining (Exhibit B). At this time, staff has made a preliminary determination that the applicant's request meets the outdoor dining Administrative Conditional Use Permit as described in Land Management Code § 15-2.6-12:

a) *The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.* **Complies as mitigated and Discussion Requested**

The proposed outdoor dining area is within proposed leased public property. Per a recent City Council direction regarding this possible use of space, the City received Main Street outdoor dining comparisons to charge the applicant for the appropriate amount of rent of the space. The City had a reputable commercial realtor assist in finding out outdoor dining spaces and was provided this information below:

The most recent leases on Main Street have ranged from $45/SF to $60/SF for street level spaces for Base Rent with the triple net fees being in addition to the Base Rent.

Since the dining area is at the rear of the building I feel the rent should be at the lower end of the range with no charges for triple net fees. The rent should also be adjusted for the percent of the year that outdoor dining is feasible.

Here is how I would calculate the rent:
231 square feet multiplied by the annual rate per square foot, $45/SF would be $10,395. Assuming the outdoor space would be used 4 months of the year the lease rate would be 33% of the annual rent. 33% of $10,395 would be $3,340.

If the outdoor dining season is to be consistent with the Street Dining on Main program, May 1 to October 30, the outdoor dining season would be a total of six (6) months with a rent of **$5,197.50** ($866.25 per month) for the identified space of 231 square feet.

The applicant feels that the amount is too high based on the rent paid by the Street Dining on Main and Sidewalk Dining program participants. The average Street Dining on Main deck area for this year is 211.6 square feet, with includes structural members. The subject site, Fletcher's, has a street frontage along Main Street of twenty-seven feet (27'), therefore, should they have participated in the Street Dining on Main program, their hypothetical deck would be approximately 243 square feet (9'x27), assuming that the rest of the Street Dining on Main criteria would be complied with. Hypothetically, if Fletcher's would have applied to participate on the Street Dining on Main Street program, and would have been approved by the City, they would have paid $1,235.25 for the six (6) month season.

The prominent difference, however, between participating in the Street Dining on Main program and the proposed outdoor dining space at Fletcher's, is the actual location of the outdoor dining space as street dining decks are located on Main Street City Right-of-Way normally used for parking. The Fletcher's area is not used for parking. Also, the Main Street restaurant owners have to take care of their initial costs associated with building their street dining deck and have to take care any other costs associated by yearly maintenance, etc. In the case of Fletcher's, subject

restaurant, all they would have to do is provide their furniture (tables and chairs) and any applicable delineation required by the Utah Department of Alcohol Beverage Control (UDABC) , as their proposed space was already built and improved by the City.

The current Street Dining on Main fee was calculated from the actual revenue estimated for 2015, based on actuals from 2014 and the lengthening of Main Street metered hours currently in place, which is $1,525 per space for the period of May through October. Because the Main Street improvements are scheduled to be completed in 2019 the City Council decided to charge them 60% of the rent this year ($915 per 20 linear feet, an estimated parked vehicle), 70% in 2016, 80% in 2017, and so on. The entire parking fee is based on the revenue that the City is not making should there be a vehicle parked in that place.

In 2008 the following establishments submitted applications to do a five (5) year sidewalk dining:

- Eating Establishment, 317 Main Street
- The Main Street Deli, 525 Main Street
- Uptown Fare, located at 227 Main Street
- Bistro 412, located at 412 Main Street
- Java Cow Café & Bakery, 402 Main Street
- Main Street Pizza & Noodle, 530 Main Street

The Sustainability Department handled these requests. The following language was incorporated in in their lease agreements regarding rent as nothing was collected by the City:

> *RENT. Annual rent is hereby waived in exchange for other indirect and intangible benefits provided to the City. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City additional business licensing fees, insurance, sales taxes and other expenses.*

Of the six (6) restaurants approved with sidewalk dining in 2008, three (3) of them currently participate in the Street Dining on Main program.

Fee Recommendation

Staff recommends charging the applicant the fee consisting of $5,197.50 for the six (6) month period, based on $45 a square foot, May thru October season, as indicated in this staff report with a discount to mimic the street dining decks, i.e., 60% of the rent this year ($3,118.50), 70% in 2016, 80% in 2017, and so on. The final lease amount is to be determined by the City Council in a form approved by the City Attorney. The final cost of the lease may affect the owner's decision to move forward with their plans to have outdoor dining at Fletcher's.

Possible Area Expansion
Regarding the subject area, the City is currently reviewing an expansion of the 231 square feet towards the East, Swede Alley. The area was limited to by the planned location of bicycle racks to be located near this area and a walkway needed to and from the Gallery Mall site. Should the City, be able to locate another location in the newly designed bear bench alley plaza, staff recommends a possible expansion of the requested outdoor dining area.

b) *The proposed seating Area does not impede pedestrian circulation.* **Complies as mitigated.**

The proposed outdoor dining area is designing not to impede pedestrian circulation from the general area of the Galleria Mall, north of the site, towards the newly renovated Bear Bench pedestrian alley from Swede Alley to Main Street. The City is also incorporating bicycle racks near the proposed outdoor dining area with the appropriate clearance at all times to comply with ADA access.

c) The proposed seating Area does not impede emergency Access or circulation. ***Complies.***

Due to the temporary nature of the outdoor dining, emergency access vehicles will have the ability to access the building to service any emergency if necessary.

d) The proposed furniture is Compatible with the Streetscape. **Complies as conditioned.**

The proposed furniture shall be compatible with the streetscape and it will complement the historic structure.

e) No music or noise is in excess of the City Noise Ordinance, Title 6. **Complies as conditioned.**

The use shall be in compliance of the City Noise Ordinance.

f) No Use after 10:00 p.m. **Complies as conditioned.**

The outdoor dining shall not be permitted after 10:00 p.m.

g) *Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.* **Complies as mitigated.**

Based on the size of the propose outdoor dining area, being limited to approximately 231 square feet, Staff does not find that the restaurant's seating capacity would drastically increase parking demand. The applicant will have to provide to staff a

review of the restaurant's seating capacity showing that the seating capacity does not exceed the parking demand.

The Administrative Conditional Use Permit does not have an expiration date, and runs with the land, or until City Council provides direction to not allow use of City property for outdoor dining. Staff recommends a timeline that extends from May 1 thru October 30, to match the Street Dining on Main program timeline. Staff recommends placing a one (1) year approval through the lease being reviewed by City Council to be renewed each year, also similar to the Street Dining on Main program.

Department Review:
The Building, Planning, Engineering, Sustainability, and Legal Departments have review the outdoor dining request and have provided comments on the drafted language of the lease.

Alternatives:

A. Approve:
Provide direction to approve the requested Outdoor Dining on City property; and approve the lease for outdoor dining for Fletcher's Restaurant as presented; or

B. Deny:
Provide direction to deny the requested Outdoor Dining on City property; or

C. Modify:
Provide direction to approve the requested Outdoor Dining on City property, but modify the lease language and provide direction to approve the lease as amended; or

D. Continue the Item:
Continue the hearing for more information or discussion; or

E. Do Nothing:
Not taking any action, providing direction, or requesting more information or discussion would have a similar effect as denying the request.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	(+/-) Balance between tourism and local quality of life (+/-) Varied and extensive event offerings (+/-) Unique and diverse businesses (+/-) Accessibility during peak seasonal times		(+/-) Preserved and celebrated history; protected National Historic District (+/-) Shared use of Main Street by locals and visitors (+/-) Community gathering spaces and places	(+/-) Fiscally and legally sound (+/-) Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ↑	Neutral ⇔	Very Positive ↑	Positive ⇧

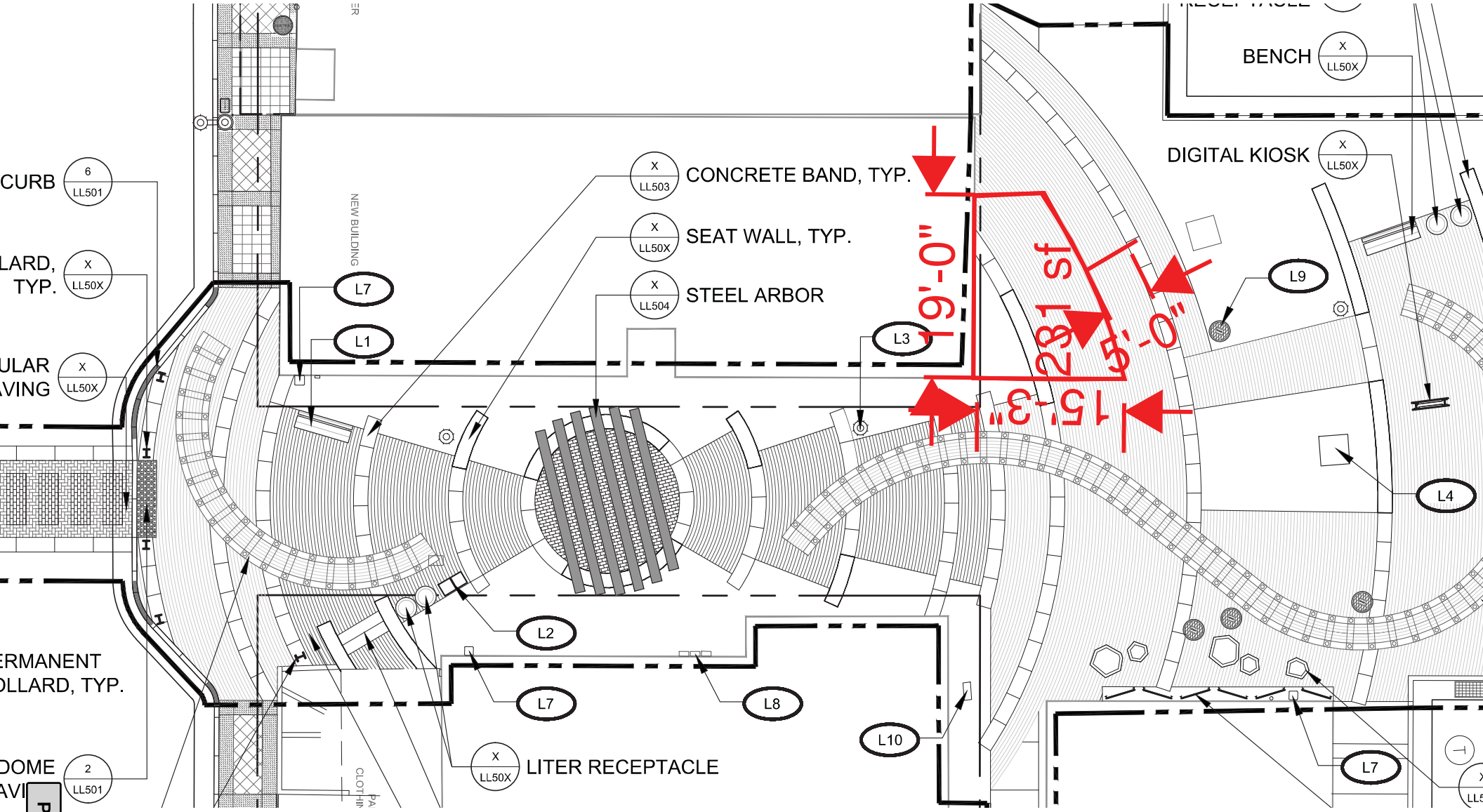
Comments: This program is very unique in that it may utilizes the shoulder season to bring more people to Main Street. The City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and summer seasons. . The City's goals include the desire to strengthen the pedestrian experience along Main Street; and the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street;

Funding Source:
Not applicable.

Consequences of not taking the recommended action:
The applicant would not be able to use the City property for outdoor dining.

Recommendation:
Consider approving a lease of City property for outdoor dining for Fletcher's Restaurant located at 562 Main Street so that they can have on outdoor dining.

Exhibits
Exhibit A – Outdoor Dining Area, Site Plan & Photograph
Exhibit B – Draft Lease


CURB
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ERMANENT OLLARD, TYP.
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NEW BUILDING
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STEEL ARBOR
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L9
L10
LITER RECEPTACLE
X
LL50X
BENCH
X
LL50X
DIGITAL KIOSK
X
LL50X
19'-0"
15'-3"
5'-0"
231 sf

EAT
DRINK
LOUNGE
EAT
DRINK
LOUNGE
MAIN STREET

Exhibit B

OUTDOOR DINING LEASE

This LEASE AGREEMENT is made and executed this ____day of _____, 2015, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and_____, located at _____, Park City, Utah ("Tenant").

RECITALS

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and summer seasons; and

WHEREAS, the City's goals include the preservation and enhancement of Park City's character regarding Old Town and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street; and

WHEREAS, the City's goals include maintaining and furthering the resort community's economic opportunities, as well as enhancing the economic viability of Park City's Main Street Business District;

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

TERMS & CONDITIONS OF LEASE

Based upon good and valuable mutual consideration, the Parties agree as follows:

1. PROPERTY. The property affected by this lease is generally described as the street area directly behind the Tenant's building located at 562 Main Street, and more specifically described in site plan Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises"). The length of the outdoor dining area may not exceed nineteen feet (19') along the rear part of the building and shall not extend more than fifteen feet three inches (15-'3").

2. RENT. Annual rent is for the use of the outdoor dining area is Five Thousand One Hundred and Ninety Seven dollars ($5,197). This rent may be prorated based upon initial installation and final removal dates. Payment is due prior to installation and any prorated amount due upon removal shall be refunded by the City. Tenant shall be

solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City rent, additional business licensing fees, insurance, sales taxes and other expenses.

3. TERM. The term of this Agreement shall commence on May 1, 2015 and shall terminate on October 30, 2015 unless terminated earlier as provided herein. The Premises may only be utilized for a six (6) month period commencing on May 1st and terminating on October 30, 2015 except the Premises may not be used for the period of the Arts Fest (the first Friday, Saturday and Sunday of August) unless Kimball Art Center consents in writing to allow Tenant to use the Premises. This Agreement may be terminated by Park City upon a finding of non-compliance of this lease.

The use of the Premises shall not conflict with any previously existing Master Festival License (MFL) recipients on Main Street, specifically the Arts Fest (Kimball Art Center). The Kimball Art Center has been leased exclusive use of Main Street during the first Friday, Saturday and Sunday of August. The Premises must be vacated no later than 10 a.m. MT of the first Thursday of August for the duration of Arts Fest (including set-up and breakdown) unless the Kimball Art Center consents in writing to allow Tenant's use of the Premises. If the outdoor dining is not removed as required, the Landlord will remove the structure at Tenant's cost.

4. MAIN STREET IMPROVEMENTS. If at any time the outdoor dining needs to be removed due to maintenance/construction related to Main Street improvements the City will give provide the outdoor dining business owner a minimum of 72 hours to have their outdoor dining removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.

5. USE OF PREMISES. Tenant may use the Premises only for outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. While this agreement is in place, the applicant will not be able to request to participate in the Street Dining on Main program requesting to use parking spaces on Main Street to accommodate a street dining deck. Park City makes no representations regarding the premises and Tenant accepts the premises "as is."

6. IMPROVEMENTS TO THE PREMISES. Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.

7. SIGNS. No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.

8. INSURANCE. Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars ($2,000,000) per combined single limit per occurrence and Three Million Dollars ($3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be noncontributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

9. HOLD HARMLESS. Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant' use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, utility, the structure may be removed or damaged by response teams at the cost of the owner.

Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

10. ASSIGNABILITY. Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.

11. PROFESSIONAL PERFORMANCE. Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Utah.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Tenant:

_____
By:
_____
Its:

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this_____ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that he is the Owner of _____, and acknowledged to me that the preceding Agreement was signed on behalf of _____, and he acknowledged that the company did execute the same for its stated purpose.

_____
Notary Public

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, Mayor

Attest:

Approved as to form:

_____
Marcy Heil, City Recorder

_____
City Attorney's Office

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Staffs recommends the City Council hold a public hearing and consider approving the Stein Eriksen Residences Condominium Plat amending North Silver Lake Condominium Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Respectfully:

Francisco Astorga, Senior Planner

City Council
Staff Report

PLANNING DEPARTMENT

Project Number: **PL-15-02680**
Subject: **Stein Eriksen Residences Condominium Plat**
Author: **Francisco J. Astorga, Senior Planner**
Date: **June 25, 2015**
Type of Item: **Administrative – Condominium Record of Survey**

Summary Recommendations

Staffs recommends the City Council hold a public hearing and consider approving the Stein Eriksen Residences Condominium Plat amending North Silver Lake Condominium Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Staff reports reflect the professional recommendation of the Planning Department. The City Council, as an independent body, may consider the recommendation but should make its decisions independently.

Description

Applicant:	SR Silver Lake LLC represented by Marinel Robinson
Location:	7101 Stein Circle North Silver Lake Condominium Plat
Zoning:	Residential Development (RD) District
Adjacent Land Uses:	Ski resort and residential
Reason for Review:	Condominium Record of Survey Plats are required to be reviewed by the Planning Commission and reviewed and approved by the City Council

Acronyms

RD Residential Development
CUP Conditional Use Permit
LMC Land Management Code
MPD Master Plan Development
ADA American with Disabilities Act

Proposal

Due to market demand and buyer requests revisions, the applicant request to adjust building envelopes and condominium interiors from the existing plat. Under the Deer Valley Resort Master Plan, the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,525 square feet of commercial/support space. In 2010 the Park City Planning Commission approved a Conditional Use Permit (CUP) for the development consisting of fifty four (54) private total units: sixteen (16) detached single-family dwellings/duplexes and four (4) condominium buildings containing thirty

eight (38) private dwelling units. In 2014, the City approved a Condominium Record of Survey plat which is consistent with the approved 2010 CUP.

Background

On March 16, 2015, a complete application was submitted to the Planning Department requesting approval of the Stein Eriksen Residences Condominium Plat amending the North Silver Lake Condominium Plat located at 7101 Stein Circle in Deer Valley. The site is located in the Residential Development (RD) District. The proposed Condominium Plat amends building envelopes and interiors from the existing plat approved by the City Council on May 08, 2014. The project already started construction and no units have been sold yet.

2009/2010 Conditional Use Permit

The original CUP application was before Planning Commission on five (5) different occasions: August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009. During the July 8, 2009 review, the Planning Commission approved the application with a three to one vote. One Commissioner abstained.

On July 17, 2009, neighboring property owners submitted an appeal of the CUP approval for development of the North Silver Lake Subdivision Lot 2B. The City Council reviewed the appeal on October 15, 2009 and again on November 12, 2009. During the November 12, 2009 meeting, the City Council remanded the CUP application to the Planning Commission with specific items to be addressed.

The Planning Commission reviewed the remand during two (2) work sessions on November 11, 2009 and January 13, 2010 and two (2) Planning Commission regular agenda meetings on March 10, 2010 and April 28, 2010 to address specific findings of the City Council. The Planning Commission approved the revised CUP with a four to one vote on April 28, 2010. The applicant stipulated to additional condition of approval #19 that "Lockout units have not been included within the current CUP application. The addition of lockout units would be a substantial deviation from the current plan and must be approved by the Planning Commission."

The approval was appealed by two (2) separate parties. On May 7, 2010, Mr. Eric Lee submitted an appeal on behalf of property owners in the neighborhood and on May 10, 2010, the City received an appeal from Ms. Lisa Wilson. The City Council reviewed both appeals on June 24, 2010. The Council did not find merit in the notice issues, the compatibility of revised design or other issues raised in Ms. Wilson's appeal. The City Council added an additional requirement of an opportunity for neighborhood input prior to approval of the phasing plan(s), but found that the Planning Commission adequately addressed the issues of the remand. Accordingly, the City Council affirmed and denied in part the Planning Commission's decision to approve the North Silver Lake Lot 2B CUP. The City Council findings were ratified on July 1, 2010. The CUP approval included a condition that the approval would expire on July 1, 2011 if no building permits are issued within the development.

First CUP Extension

Land Management Code (LMC) § 15-1-10(G) allows for two (2) extensions of an approved CUP. On March 17, 2011, the Planning Department received a Request for Extension of the CUP approval. The Planning Director reviewed the extension request, Staff analyzed the application as provided within the administrative staff report, and public input was considered. On April 28, 2011, the Planning Director approved the Extension of the CUP for an additional year as conditioned.

The Planning Director's approval of the extension was appealed by Ms. Lisa Wilson and on June 8, 2011 the Planning Commission held a public hearing to consider the appeal. After hearing testimony from the appellant, the property owner, and Staff, the Planning Commission reviewed the matter de novo and rendered a decision to uphold the Planning Director's decision and grant the extension of the CUP to July 1, 2012.

On June 20, 2011, the City Council received a written appeal of the Planning Commission's final action of June 8, 2011, upholding the Planning Director's decision to approve an extension of the CUP for the North Silver Lake Lot 2B development. On July 21, 2011, the appeal was heard by the City Council, who held a quasi-judicial hearing before voting unanimously to uphold the Planning Commission's decision to uphold the Planning Director's issuance of an extension of time for the July 1, 2010 CUP. Because the appeal to uphold the Planning Director's decision was decided on July 21, 2011, the extension of the CUP was extended to July 21, 2012.

The Building Department had previously collected a bond to ensure that the existing impacts of the site will be repaired at the time of first CUP extension. The landscape plan includes re-vegetating the disturbed area including top soil and native grasses, planting eighteen (18') new trees that vary in height from ten to twelve feet (10' - 12'), and installing an irrigation system for the establishment of the grass and ongoing watering of the new trees. This work was completed by July 1, 2011 and complies with the July 1, 2010 City Council conditions of approval. The applicant has continued watering the trees and vegetation as required.

Second CUP Extension

On October 27, 2011, Staff received a complete application to extend the CUP for an additional year, and on January 11, 2012, the Planning Commission heard the applicants request for an additional and final one-year extension from July 21, 2012 to July 21, 2013. After a public hearing, the Planning Commission voted 4-0 to approve the request for the one-year and final extension to the original CUP for North Silver Lake, Lot 2B.

On February 9, 2012, the City Council received a written appeal of the Planning Commission's final action of January 11, 2012, approving the request for the one-year extension to July 21, 2013 of the CUP for the North Silver lake Lot 2B development.

The second appeal of the second extension was originally scheduled for the March 22, 2012 City Council meeting. The appellant was unable to make it to the meeting due to

an accident. The City Council voted to continue the item to the April 5, 2012 City Council meeting and directed Staff not to accept any additional materials from the appellant or the applicant. On April 5, 2012 the City Council conducted a public hearing and voted unanimously to deny the appeal and approve the extension of the CUP and upheld with the following conditions of approval:

1. All conditions of approval of the City Council's July 21, 2011 order continue to apply.
2. This approval will expire July 21, 2013, 12 months from the first extension of the CUP.
3. Approval is based on plans reviewed by the City Council on June 24, 2010. Building Permit plans must substantially comply with the reviewed and approved plans. Any substantial deviation from this plan must be reviewed by the Planning Commission.

In March 2013, the applicant received a building permit for the first single-family dwelling. This structure will be used as their model home. Through 2014 and 2015 several other building permits have been issued as the site has been considered an active building site since.

Nightly Rental Lockout Units

On February 26, 2014, the Planning Commission approved the applicant's request of thirty eight (38) Nightly Rental Lockout Units modifying the CUP approved by the City in 2010.

Condominium Plat

On May 8, 2014, the City Council approved the North Silver Lake Condominium Plat. The approved Record of Survey identified private and common space and allowed the developer to sell the units. The approval consisted of twelve (12) stand-alone single-family dwelling units and (1) stand-alone duplex dwelling (containing 2 units) and forty (40) units within the main four (4) condominium buildings instead of the original ten (10) stand-alone single-family dwelling units and three (3) stand-alone duplex (containing 2 units each) dwellings equating to sixteen (16) units and thirty eight (38) units within the main four (4) condominium buildings.

A subdivision plat, known as the North Silver Lake Subdivision, was recorded in 1993. The subdivision created two (2) lots of record. According to this subdivision, Lot 2 was contemplated for further subdivision and future development. The Lot 2 North Silver Lake Subdivision was recorded in 1997. This subdivision further amended Lot 2 into four (4) separate Lots A - D. In 2005, the North Silver Lake Lodge Record of Survey Plat was recorded. That Plat subdivided Lot 2B into six (6) units and it identified convertible land for future development of the remaining land.

For additional history of the 2014 condominium plat see Exhibit C – 08 May 2014 City Council Staff Report, Exhibit D – 08 May 2014 City Council Meeting Minutes, and Exhibit E – 09 April 2014 Planning Commission Meeting Minutes.

Planning Commission review and recommendation
During the June 10, 2015, Planning Commission meeting, the Commission reviewed this request and forwarded a positive recommendation to the City Council, the vote was unanimous (4-0).

District Purpose
The purpose of the RD District is to:

A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
D. minimize impacts of the automobile on architectural design,
E. promote pedestrian connections within Developments and between adjacent Areas; and
F. provide opportunities for variation in architectural design and housing types

Analysis
The proposed Condominium Plat Amendment adjusts the platted condominium units, common area, and limited common area for the development. The proposed plat identifies the private, limited common, support limited common and facilities, and common areas.

The current Condominium Plat (2014) consists of twelve (12) single-family dwellings, one (1) duplex dwellings with two (2) units, forty (40) multi-unit dwellings, two (2) American with Disabilities Act (ADA) compliant units (platted as common areas), three (3) support commercial units, and corresponding common areas and facilities, limited common areas and facilities, support unit, and commercial units. The Condominium Plat approved in 2014 was consistent with the 2010 approved CUP containing 54 units.

The proposed Condominium Plat consists of eleven (11) single-family dwellings, two (2) duplex dwellings with two (2) units each, thirty-nine (39) multi-unit dwellings, two (2) ADA compliant units (platted as common areas), three (3) support commercial units, and corresponding common areas and facilities, limited common areas and facilities, support unit, and commercial units. The boundary lines of each adjusted areas are set forth on the proposed plat. The proposed Condominium Plat Amendment is consistent with the 2010 approved CUP containing 54 units. Even though the number of detached structures and multi-unit dwelling is changing from the Condo Plat, the density remains the same at 54 units as specified in the Deer Valley Master Plan. The massing also remains in substantial compliance due to the shift in size from the units that will be modified from a single-family dwelling into a duplex and the changes from the multi-unit

dwelling being affected that does not increase additional building footprint but completely interior changes.

In essence the following exhibit below from the 2010 approved CUP will still be complied with as the footprint of the Multi-Unit Dwellings in the center will be in substantial compliance with the original approval, and so will the footprint of the single-family dwellings, and duplexes around the perimeter. See diagram showing the original approved footprint:

Staff does not find that the original CUP has to be re-reviewed as the proposal complies with the approved CUP. The density of 54 units still remains the same and the footprint as specified on this diagram above is complied with. The open space calculations were not associated with this.

The size of the private units within the single-family, duplex, and multi-unit dwellings range from 1,997 - 8,686 square feet. All of the unit sizes are listed in Exhibit F – Draft Condominium Declarations Second Amendment. The table below shows a size comparison from the current recorded declarations to the proposed:

Table 1: Schedule of Units & Square Footage

Unit Identifying Number	Recorded 2014 Approx. Sq. Footage of Unit[1]	Proposed 2015 Approx. Sq. Footage of Unit	Difference
131	4,101	4,137	+36
132	4,603	4,630	+27
231	4,155	4,149	-6
233	3,654	3,655	+1
311	2,544	2,544	0
312	2,174	2,181	+7
313	2,170	(unit eliminated)	-2,170
331	3,956	3,965	+9
332	3,493	3,503	+10
333	3,651	3,651	0
334	2,426	2,445	+19
341	2,009	1,997	-12
343	2,080	2,068	-12
411	2,544	2,541	-3
412	2,174	2,176	+2
413	2,171	4,333	+2,162
414	4,420	4,439	+19
421	4,589	4,579	-10
422	4,509	4,510	-1
431	4,759	4,761	-2
432	3,948	3,950	-2
433	3,002	2,993	-9
441	2,016	2,006	-10
442	2,016	2,008	-8
444	4,443	4,408	-35
511	2,707	2,702	-5
512	3,754	3,756	+2
521	4,713	4,704	-9
532	4,907	4,922	+15
541	2,009	1,999	-10
542	2,007	1,998	-9
543	4,086	4,064	-22
611	2,706	2,701	-5
612	3,745	3,733	-12
613	4,456	4,443	-13
621	4,708	4,704	-4
641	2,016	2,006	-10

642	2,009	2,000	-9
643	2,082	2,070	-12
644	4,450	4,417	-33
		(Multi-unit dwelling difference):	(-124)
C-1	817	817	0
C-2	723	909	+186
C-3	3,244	3,218	-26
SU-1	1,914	1,915	+1
		(Commercial unit difference):	(+161)
1	6,505	6,505	0
2	5,851	6,160	+309
3	5,824	6,148	+324
4	5,824	6,148	+324
5	6,559	6,688	+129
6	8,589	(see unit 6A & 6B)	-8,589
6A	(see unit 6)	6,106	6,106
6B	(see unit 6)	6,106	6,106
7	6,529	6,760	+231
8	8,591	8,686	+95
9	6,296	6,572	+276
10	6,180	6,261	+81
11	6,706	6,438	-268
12	6,431	6,851	+420
13	5,046	6,051	+1,005
14	6,646	6,413	-233
		(Single-family dwellings/duplexes difference):	+(6,313)
Totals:	**230,237**	**236,600**	**+6,363**

As shown on the table above one (1) multi-unit dwelling unit is eliminated as a duplex is accommodated as unit 6. This adjustment is consistent with the CUP plan and layout. The net increase in size, shown on Table 1 above, is 6,363 square feet. The table above was created by using the square footage on the recorded declarations and the drafted declarations submitted with this amendment. As indicated 2014 staff report, the Deer Valley MPD did not allocate a maximum house size or a UE allocation for each residential unit. The allocation was based on a density of fifty four (54) units. Staff does not find issues with the expansion of 6,363 square feet as the density remains the same. The requested Condominium Amendment does not change parking and/or lockout unit requirements.

During the original approved 2010 CUP and its Arbocare tree agreement, all significant vegetation was identified and there were specific conditions approved and agreed upon. These parameters included that if a trees of a specific category were to be removed from the site, a ratio of tree replacement depending on the category of the tree, would

need to be re-plated. This parameter would continue to apply with this proposed Plat Amendment.

Open Space issues addressed by 2010 Quasi-Judicial Appeal of CUP Application
Under the Deer Valley Resort Master Plan Development (MPD) the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,552 square feet of commercial and support space. The Deer Valley MPD requires that all developments are subject to the conditions and requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of LMC Section 15-1-10.

The original CUP application was before Planning Commission several times and approved in July 2009. That CUP was appealed. The City Council reviewed the appeal in October/November 2009 and remanded it to the Planning Commission with specific items included in the Order to be addressed**.** The Planning Commission reviewed the remand during several Planning Commission work sessions and meetings in 2009 and 2010 to address the Order and findings of the City Council. The Planning Commission approved the revised CUP on April 28, 2010.

That approval was appealed by two separate parties. The City Council reviewed the appeal June 24, 2010. At that hearing, the Council reviewed the open space issue and found that the sixty percent (60%) open space requirement for the project has been met. The open space of the current design is 70.6%. When the Open Space was calculated, the internal area, within the perimeter of the property was not utilized for the calculation as it was expected for some areas to change in the future. Staff does not find any discrepancies with the possible footprint amendment herein regarding open space calculations.

Condominium Plat
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. The structure must be brought into substantial compliance with the Building code as a condition precedent to plat approval.

These structures are in the process of being built. Several building permits have been issued since the last Condominium Plat was approved and recorded in May 2014. The applicant is actively working on the project. The structures are to be built per current building codes. Staff finds good cause for this Condominium Plat Amendment as the development will be in compliance with the approved CUP for the development.

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

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

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record.

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

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 15-1-18.

Alternatives
- The City Council may approve Stein Eriksen Residences Condominiums Plat amending the North Silver Lake Condominium Plat; or
- The City Council may deny Stein Eriksen Residences Condominiums Plat amending the North Silver Lake Condominium Plat and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Stein Eriksen Residences Condominiums Plat amending the North Silver Lake Condominium Plat; 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 impacts on the City from this application.

Consequences of not taking the Suggested Recommendation
The current Condominium Plat would govern what could be built. The property owner would not be able to accommodate market demand and buyer request revisions.

Recommendation
Staffs recommends the City Council hold a public hearing and consider approving the Stein Eriksen Residences Condominium Plat amending North Silver Lake Condominium Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits
Exhibit A – Proposed Ordinance with Proposed Condominium Record of Survey
Exhibit B – Project Description
Exhibit C – 08 May 2014 City Council Staff Report
    Sub Exhibit A – Proposed Ordinance with Proposed Condominium ROS
    Sub Exhibit B – Project Description
    Sub Exhibit C – North Silver Lake Subdivision (1993)

Sub Exhibit D – Lot 2 North Silver Lake Subdivision (1997)
Sub Exhibit E – North Silver Lake Record of Survey Plat (2005)
Sub Exhibit F – Planning Commission Action Letter dated March 4, 2014
Sub Exhibit G – Public Comments
Sub Exhibit H – Master Site Plan, Open Space
Sub Exhibit I – 2009 Fog Study

Exhibit D – 08 May 2014 City Council Meeting Minutes
Exhibit E – 09 April 2014 Planning Commission Meeting Minutes
Exhibit F – Draft Condominium Declarations Second Amendment

Exhibit A – Proposed Ordinance with Condominium Plat

Ordinance No. 15-XX

AN ORDINANCE APPROVING THE STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT AMENDING THE NORTH SILVER LAKE CONDOMINIUM PLAT LOCATED AT 7101 STEIN CIRCLE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Stein Eriksen Residences Condominium Plat amending the North Silver Lake Condominium Plat, located at 7101 Stein Circle have petitioned the City Council for approval of an amended and restated condominium record of survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on May 13, 2015, May 27, 2015, and June 10, 2015 to receive input on the North Silver Lake Condominium Record of Survey Plat record of survey plat;

WHEREAS, the Planning Commission, on June 10, 2015, forwarded a positive recommendation to the City Council;

WHEREAS, the City Council on June 25, 2015 conducted a public hearing to receive input on the North Silver Lake Condominium Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the North Silver Lake Condominium Plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. North Silver Lake Condominium 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 site is located at 7101 Stein Circle in Deer Valley.
2. The site is located in the Residential Development (RD) District.
3. The proposed Condominium Plat amends building envelopes and interiors from the existing plat approved by the City Council on May 08, 2014.
4. The proposed Condominium Plat Amendment adjusts the platted condominium units, common area, and limited common area for the development.

5. The proposed plat identifies the private, limited common, support limited common and facilities, and common areas.
6. The current Condominium Plat consists of twelve (12) single-family dwellings, one (1) duplex dwellings with two (2) units, forty (40) multi-unit dwellings, two (2) American with Disabilities Act (ADA) compliant units (platted as common areas), three (3) support commercial units, and corresponding common areas and facilities, limited common areas and facilities, support unit, and commercial units.
7. The Condominium Plat approved in 2014 was consistent with the 2010 approved Conditional Use Permit containing 54 units.
8. The proposed Condominium Plat consists of eleven (11) single-family dwellings, two (2) duplex dwellings with two (2) units each, thirty-nine (39) multi-unit dwellings, two (2) American with Disabilities Act (ADA) compliant units (platted as common areas), three (3) support commercial units, and corresponding common areas and facilities, limited common areas and facilities, support unit, and commercial units.
9. The proposed Condominium Plat Amendment is consistent with the 2010 approved Conditional Use Permit containing 54 units.
10. Even though the number of detached structures and multi-unit dwelling is changing from the Condo Plat, the density remains the same at 54 units as specified in the Deer Valley Master Plan.
11. The massing remains in substantial compliance with the 2010 CUP approval due to the shift in size from the units that will be modified from a single-family dwelling into a duplex and the changes from the multi-unit dwelling being affected that does not increase additional building footprint but completely interior changes.
12. The original CUP does not have to be re-reviewed as the proposal complies with the approved CUP. The density of 54 units still remains the same.
13. The size of the private units within the single-family, duplex, and multi-unit dwelling ranges from 1,997 - 8,686 square feet.
14. One (1) multi-unit dwelling unit is eliminated as a duplex is accommodated as unit 6.
15. This adjustment is consistent with the 2010 CUP plan and layout.
16. The net increase in size is 6,363 square feet.
17. The Deer Valley MPD did not allocate a maximum house size or a UE allocation for each residential unit.
18. The Deer Valley MPD density allocation was based on a density of fifty four (54) units.
19. Several building permits have been issued since the last Condominium Plat was approved and recorded in May 2014.
20. The applicant is actively working on the project.
21. All findings in the analysis section of the staff report are incorporated herein.

<u>Conclusions of Law:</u>

1. There is good cause for this Condominium Plat amendment.
2. The Condominium Plat amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium record of survey plats.

3. Neither the public nor any person will be materially injured by the proposed condominium record of survey plat.
4. Approval of the condominium plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
5. The condominium plat amendment is consistent with the approved North Silver Lake Conditional Use Permit.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the condominium record of survey 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 condominium 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 complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A note shall be added to the plat referencing that the conditions of approval of the Deer Valley MPD and the 2010 North Silver Lake CUP apply to this plat amendment.
4. All conditions of approval of the City Council's July 21, 2011 order on the Conditional Use appeal shall continue to apply.
5. All conditions of approval of the Planning Commission's February 26, 2014 action modifying the CUP to allow Lockout Units shall continue to apply.
6. All conditions of approval of the City Council's May 08, 2014 approval of the North Silver Lake Condominium Plat shall continue to apply.

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

PASSED AND ADOPTED this ____ day of _____, 2015.

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, MAYOR

ATTEST:

_____
Marci Heil, City Recorder

APPROVED AS TO FORM:

_____

Mark Harrington, City Attorney

Attachment 1 – Proposed Condominium Plat Amendment

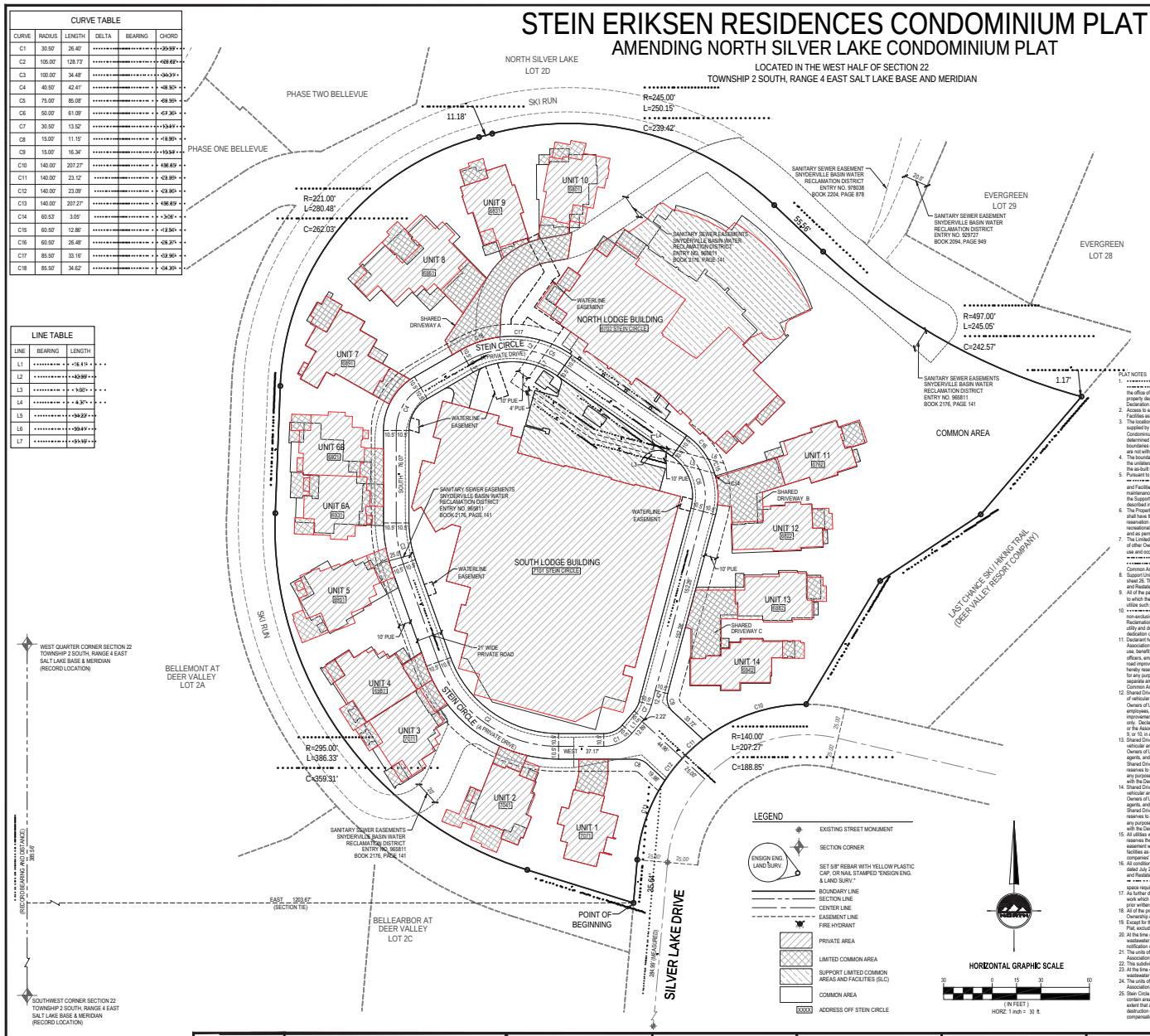
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	30.50'	26.40'	[illegible]	[illegible]	[illegible]
C2	105.00'	128.73'	[illegible]	[illegible]	[illegible]
C3	100.00'	34.48'	[illegible]	[illegible]	[illegible]
C4	40.50'	42.41'	[illegible]	[illegible]	[illegible]
C5	75.00'	85.08'	[illegible]	[illegible]	[illegible]
C6	50.00'	61.09'	[illegible]	[illegible]	[illegible]
C7	30.50'	13.52'	[illegible]	[illegible]	[illegible]
C8	15.00'	11.15'	[illegible]	[illegible]	[illegible]
C9	15.00'	16.34'	[illegible]	[illegible]	[illegible]
C10	140.00'	207.27'	[illegible]	[illegible]	[illegible]
C11	140.00'	23.12'	[illegible]	[illegible]	[illegible]
C12	140.00'	23.09'	[illegible]	[illegible]	[illegible]
C13	140.00'	207.27'	[illegible]	[illegible]	[illegible]
C14	60.53'	3.05'	[illegible]	[illegible]	[illegible]
C15	60.50'	12.86'	[illegible]	[illegible]	[illegible]
C16	60.50'	26.48'	[illegible]	[illegible]	[illegible]
C17	85.50'	33.16'	[illegible]	[illegible]	[illegible]
C18	85.50'	34.62'	[illegible]	[illegible]	[illegible]

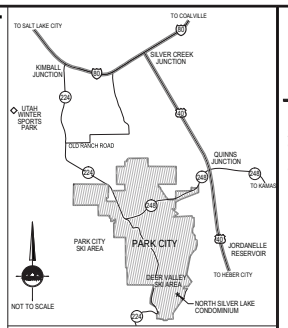
LINE TABLE		
LINE	BEARING	LENGTH
L1	[illegible]	[illegible]
L2	[illegible]	[illegible]
L3	[illegible]	[illegible]
L4	[illegible]	[illegible]
L5	[illegible]	[illegible]
L6	[illegible]	[illegible]
L7	[illegible]	[illegible]

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN





VICINITY MAP

NOTE
SEE SHEETS 2 THRU 7 FOR DIMENSIONS AND AREAS OF UNITS 1 THRU 14
SEE SHEETS 8 FOR DIMENSIONS AND AREAS OF NORTH BUILDING
SEE SHEETS 9 FOR DIMENSIONS AND AREAS OF SOUTH BUILDING
SEE SHEETS 10 THRU 22 FOR FLOOR PLAN AND ELEVATIONS OF UNITS 1 THRU 14
SEE SHEETS 23 THRU 29 FOR FLOOR PLAN OF NORTH BUILDING
SEE SHEETS 30 THRU 34 FOR FLOOR PLAN OF SOUTH BUILDING
SEE SHEETS 35 THRU 40 FOR ELEVATIONS OF NORTH AND SOUTH BUILDINGS

PLAT NOTES

1. [illegible] the office of the Summit County Recorder, and which shall set forth the restrictions and general plan of improvement for the property described in this Plat. Capitalized terms not otherwise defined in this Plat shall have the meanings set forth in the Declaration. The Declaration sets forth the easements, restrictions and general plan of improvement for the Project.
2. Access to each Unit is by an easement granted in the Declaration over the private road within the Common Areas and Facilities as noted hereon.
3. The locations, dimensions and boundaries of the Units and square footage calculations are based solely on drawings supplied by THINK Architecture, Inc. The square footages shown on this plat are calculated in accordance with the Utah Condominium Ownership Act and the Declaration. Such calculation typically differs somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is intended that the size and boundaries of the Units shall be as constructed. All exterior finish materials are part of the Common Areas and Facilities and are not within the boundaries of the Units.
4. The boundary lines of each Unit are as initially set forth on this Plat. Except as provided in the Declaration, the Declarant has the unilateral right and obligation to amend this Plat within a reasonable time after construction of one or more Units to reflect the as-built boundaries of such Units.
5. Pursuant to the Declaration, the North Silver Lake Condominium Owners Association, Inc., a Utah nonprofit corporation [illegible] and Facilities, and the Association shall have a perpetual non-exclusive easement over the Property and Project for such maintenance purposes as further described in the Declaration. The Support Unit Owner has certain rights and control over the Support Limited Common Areas and Facilities and such areas are subject to certain maintenance covenants as further described in the Declaration.
6. The Property as depicted on this Plat is subject to the Developmental Rights as described in the Declaration, and Declarant shall have the right to exercise any Developmental Right provided for in the Declaration, including, without limitation, reservation and granting of certain easements, reducing or relocating improvements within the Project, adding additional recreational and service facilities and making such other development decisions and changes as Declarant shall determine and as permitted by the Declaration.
7. The Limited Common Areas and Facilities as depicted on this Plat are reserved for the use of certain Owners to the exclusion of other Owners. The Support Limited Common Areas and Facilities as depicted on the Plat are reserved for the exclusive use and occupancy of the Support Unit Owner, subject to certain maintenance standards, easements, rights and control as [illegible] Common Areas and Facilities are adjacent as shown hereon and are for the use and enjoyment of the Owners of such Unit.
8. Support Unit Limited Common Areas and Facilities (SLC) are appurtenant to the Support Unit (SU-1), which is shown on sheet 26. The Commercial Units (C-1, C-2, and C-3) are support commercial spaces as described in the Eleventh Amended and Restated Large Scale Master Planned Development Permit for Deer Valley.
9. All of the parking spaces in the parking garages, other than the parking garages for Units 1-14 which shall be part of the Units to which they are attached, shall be Support Limited Common Areas and Facilities. Unit Owners have the right to access and utilize such parking areas in accordance with the Declaration.
10. [illegible] non-exclusive easements are hereby dedicated and granted to Park City Municipal Corporation, Snyderville Basin Water Reclamation District (SBWRD), Park City Fire Protection District, and the Association for the purpose of providing access for utility and drainage installation, use, and maintenance and eventual replacement. Such easements shall not constitute a dedication of the Private Road for public use.
11. Declarant hereby grants a perpetual and non-exclusive access easement over the Private Road for the benefit of the Association and all Owners for the purpose of vehicular and pedestrian access on, over and across such Private Road for the use, benefit and enjoyment of all Owners, their family members, guests, and invitees and for use of the Association, its officers, employees, agents, and contractors. The Association shall permanently operate, maintain, repair, and replace all road improvements constructed within the Private Road, and the expense thereof shall be a Common Expense. Declarant hereby reserves to itself the unilateral right to amend the Private Road, without the consent of any Owner or the Association, for any purpose so long as such amendment does not materially adversely affect title to any of the Property, by recording a separate amendment to such easement. The storm water facilities within the boundaries of the project are part of the Common Areas and Facilities, and shall be owned and maintained by the Association.
12. Shared Driveway A is Limited Common Area appurtenant to Units 8, 9, and 10 for access to each such Unit for the purpose of vehicular and pedestrian access on, over and across such Limited Common Area for the use, benefit and enjoyment of the Owners of Units 8, 9, and 10, their family members, guests, and invitees and for use of the Association, its officers, employees, agents, and contractors. The Association shall permanently operate, maintain, repair, and replace all improvements within Shared Driveway A and the expense thereof shall be shared among the Owners of Units 8, 9, and 10 only. Declarant hereby reserves to itself the unilateral right to amend Shared Driveway A, without the consent of any Owner or the Association, for any purpose so long as such amendment does not materially adversely affect title or access to Units 8, 9, or 10, in accordance with the Declaration.
13. Shared Driveway B is Limited Common Area appurtenant to Units 11 and 12 for access to each such Unit for the purpose of vehicular and pedestrian access on, over and across such Limited Common Area for the use, benefit and enjoyment of the Owners of Units 11 and 12, their family members, guests, and invitees and for use of the Association, its officers, employees, agents, and contractors. The Association shall permanently operate, maintain, repair, and replace all improvements within Shared Driveway B and the expense thereof shall be shared among the Owners of Units 11 and 12 only. Declarant hereby reserves to itself the unilateral right to amend Shared Driveway B, without the consent of any Owner or the Association, for any purpose so long as such amendment does not materially adversely affect title or access to Units 11 or 12 in accordance with the Declaration.
14. Shared Driveway C is Limited Common Area appurtenant to Units 13 and 14 for access to each such Unit for the purpose of vehicular and pedestrian access on, over and across such Limited Common Area for the use, benefit and enjoyment of the Owners of Units 13 and 14, their family members, guests, and invitees and for use of the Association, its officers, employees, agents, and contractors. The Association shall permanently operate, maintain, repair, and replace all improvements within Shared Driveway C and the expense thereof shall be shared among the Owners of Units 13 and 14 only. Declarant hereby reserves to itself the unilateral right to amend Shared Driveway C, without the consent of any Owner or the Association, for any purpose so long as such amendment does not materially adversely affect title or access to Units 13 or 14, in accordance with the Declaration.
15. All utilities within the Project shall be underground. Notwithstanding Declarant's grant of blanket utility easements, Declarant reserves the right to record one or more instruments which narrow and limit such grant of utility easement to the normal easement width of the utility in those specific portions of the Common Areas and Facilities which actually contain the utility facilities as described in such instrument and for the purposes described therein. Such reserved right is subject to the utility companies' rights then located under the real property depicted on this Plat.
16. All conditions of approval of the North Silver Lake Conditional Use Permit dated July 1, 2010, as amended by the approval dated July 21, 2011 and February 26, 2014, shall continue to apply. The Project is further subject to the Eleventh Amended and Restated Large Scale Master Planned Development Permit dated March 23, 2011, as it may be amended from time to [illegible] space requirement for the Project.
17. As further described in the Declaration, all Units shall comply with the Design Guide. No construction, installation, or other work which in any way alters the appearance of any property or Unit within the Project shall be made or done without the prior written approval of the Project Design Review Committee.
18. All of the property within the boundary description is designated as Withdrawable Land pursuant to the Utah Condominium Ownership Act, as more fully set forth in the Declaration.
19. Except for those Structures shown herein, no Structures may be constructed on the Common Areas shown on sheet 1 of this Plat, excluding the private road, unless the addition and construction of such Structures has an Amendment Approval.
20. At the time of any resurfacing of the Private Road or Shared Driveway A, the Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.
21. The units of the North Lodge and South Lodge Buildings are served by Common Private Lateral Wastewater Lines. The Association shall be responsible for ownership, operation and maintenance of all Common Private Lateral Wastewater Lines.
22. This subdivision is subject to the conditions of approval in Park City Ordinance.
23. At the time of any resurfacing of the Private Road or Shared Driveway A, the Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards.
24. The units of the North Lodge and South Lodge Buildings are served by Common Private Lateral Wastewater Lines. The Association shall be responsible for ownership, operation and maintenance of all Common Private Lateral Wastewater Lines.
25. Stein Circle (private drive), driveways to Lots 1 thru 7 (limited common area) and Common Drive A (limited common area) contain areas of heated pavement within the Snyderville Basin Water Reclamation District Sanitary Sewer Easement. To the extent that any wastewater system improvements in the easement require the removal, relocation, replacement, and/or destruction of the heated pavement and associated appurtenances, the Property Owners and Association waive any right to compensation for the loss of these improvements.

SURVEYOR'S CERTIFICATE

I, KAREN F. WHITE do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. 191326 as prescribed under 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 and the following description correctly describes the land surface upon which has been or will be constructed, hereafter to be known as STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT a Utah condominium project. In accordance with the Utah Condominium Ownership Act, I further certify that the condominium plat for said project is accurate and complies with the provision of Section 57-8-13 (1) of the Utah Condominium Ownership Act. Reference markers as shown on this plat are located as shown and are sufficient to readily retrace or re-establish this survey.

BOUNDARY DESCRIPTION

All of the North Silver Lake Condominium Plat, according to the official plat thereof, recorded June 17, 2014 as Entry No. 4997265 of the official records in the Office of the Summit County Recorder. Basis of Bearing is identical to that shown on said North Silver Lake Condominium Plat.

Contains 5.96 Acres

DATE

KAREN F. WHITE
P.L.S. 191326

LICENSED PROFESSIONAL LAND SURVEYOR No. 191326 KAREN F. WHITE STATE OF UTAH

Know all men by these presents that SR Silver Lake, LLC, a Utah limited liability company, the owner of the tract of land described herein as North Silver Lake Condominium, located on said tract of land, hereby certifies that it has caused this survey to be made of this Plat consisting of forty (40) sheet to be prepared, and does hereby consent to the recordation of this Plat.
In witness whereof, the undersigned has executed this Owner's Dedication and Consent to Record as of the ___ day of _____, 2014.

SR Silver Lake, LLC, formerly known as North Silver Lake Lodge, LLC, a Utah limited liability company

Jeff Dinkin
Authorized Signatory

ACKNOWLEDGMENT

On this ___ day of _____, 2014, Jeff Dinkin personally appeared before me, the undersigned notary public, in and for said state and county. Having been duly sworn, Jeff Dinkin acknowledged to me that SR Silver Lake, LLC is the owner of the herein tract of land and that he, as Authorized Signatory of SR Silver Lake, LLC, is authorized to sign the above Owner's Dedication and Consent to Record freely and voluntarily.

Authorized Signatory of SR Silver Lake, LLC, a Utah limited liability company

Notary Public

My Commission Expires
Residing in:

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 40
PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

WWW.ENSIGNENG.COM

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.590.0187

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 20____
PARK CITY RECORDER

COUNCIL APPROVAL & ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 20____
MAYOR

CITY ENGINEER
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE. THIS _____ DAY OF _____, 20____
CITY ENGINEER

CITY PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____
CHAIR

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 20____
S.B.W.R.D.

PARK CITY ATTORNEY APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 20____
CITY ATTORNEY

RECORDED #

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE

SUMMIT COUNTY RECORDER

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
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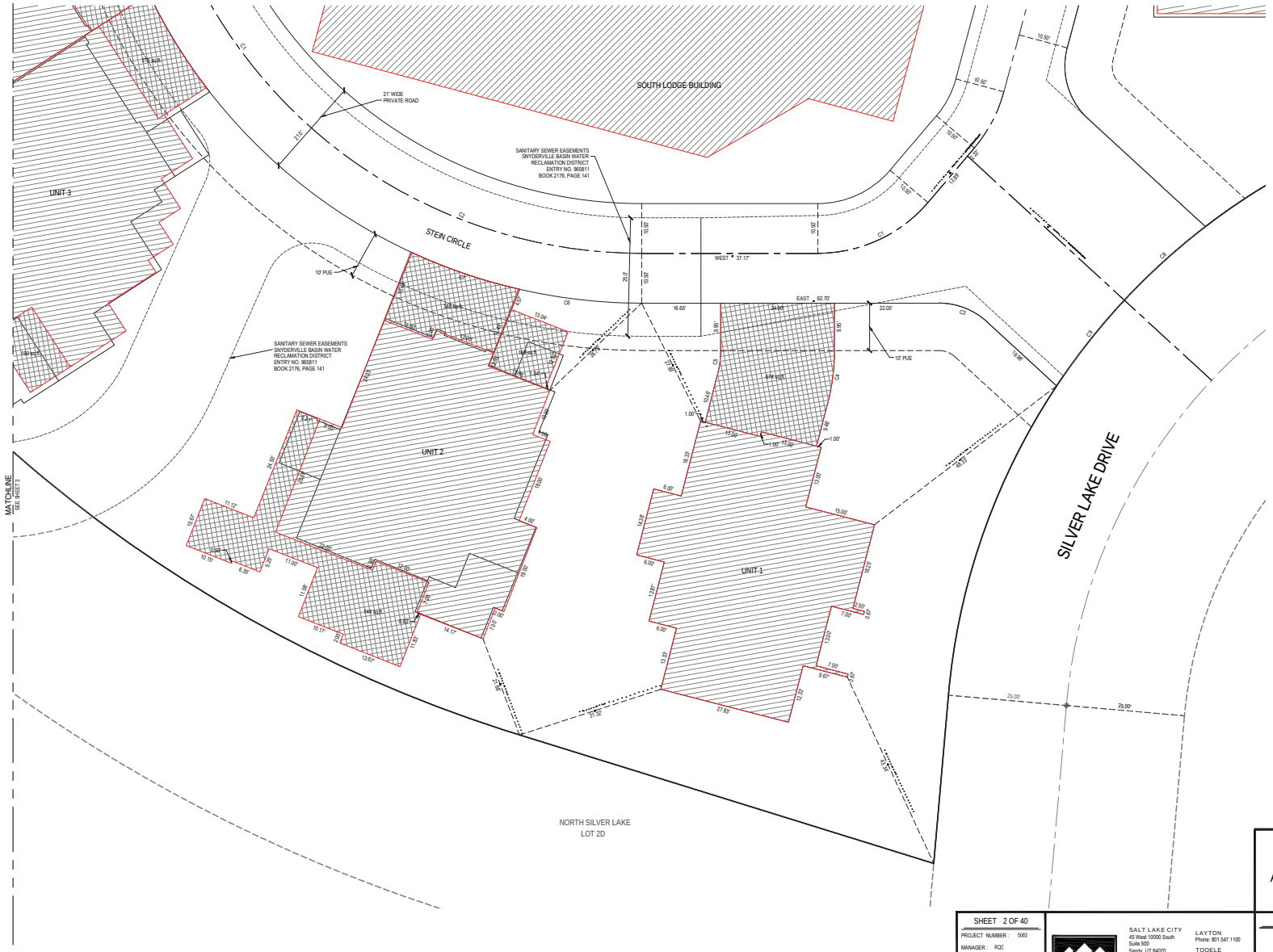

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	30.50'	26.40'	[illegible]	[illegible]	[illegible]
C2	105.00'	128.73'	[illegible]	[illegible]	[illegible]
C3	15.00'	11.15'	[illegible]	[illegible]	[illegible]
C4	44.50'	11.20'	[illegible]	[illegible]	[illegible]
C5	20.33'	5.13'	[illegible]	[illegible]	[illegible]
C6	115.50'	26.24'	[illegible]	[illegible]	[illegible]
C7	115.50'	24.06'	[illegible]	[illegible]	[illegible]
C8	140.00'	23.12'	[illegible]	[illegible]	[illegible]
C9	140.00'	23.05'	[illegible]	[illegible]	[illegible]

LEGEND

- EXISTING STREET MONUMENT
- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORIZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 2 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/5/15

ENSIGN

SALT LAKE CITY
45 West 10000 South
Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449

WWW.ENSIGNUTAH.COM

LAYTON
Phone: 801.547.1100

TOOELE
Phone:435.843.3590

CEDAR CITY
Phone:435.865.1453

RECORDED #

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

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

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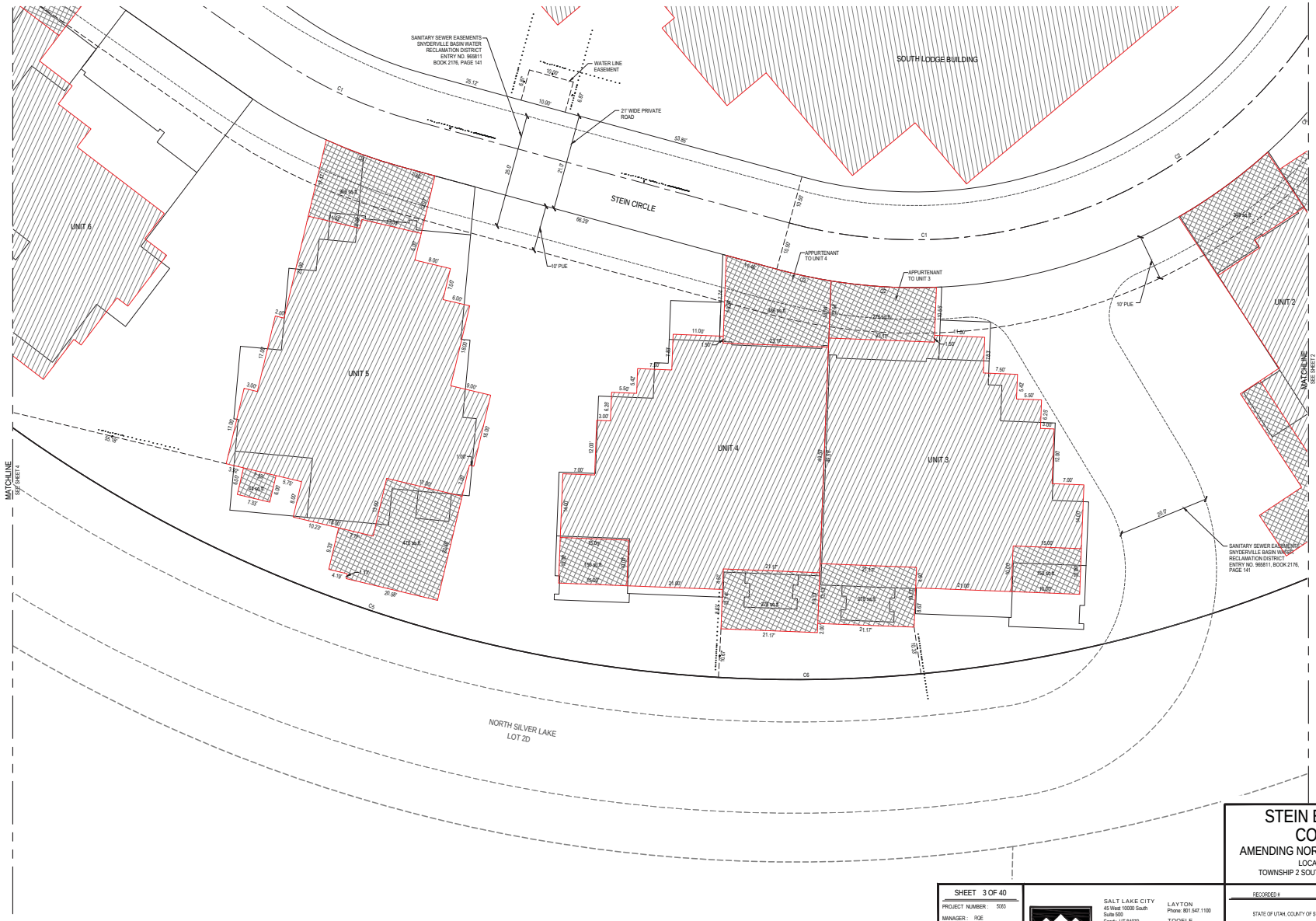

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C5	295.00'	174.86'	[illegible]	[illegible]	[illegible]
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(IN FEET)
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LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 3 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/5/15

ENSIGN

SALT LAKE CITY
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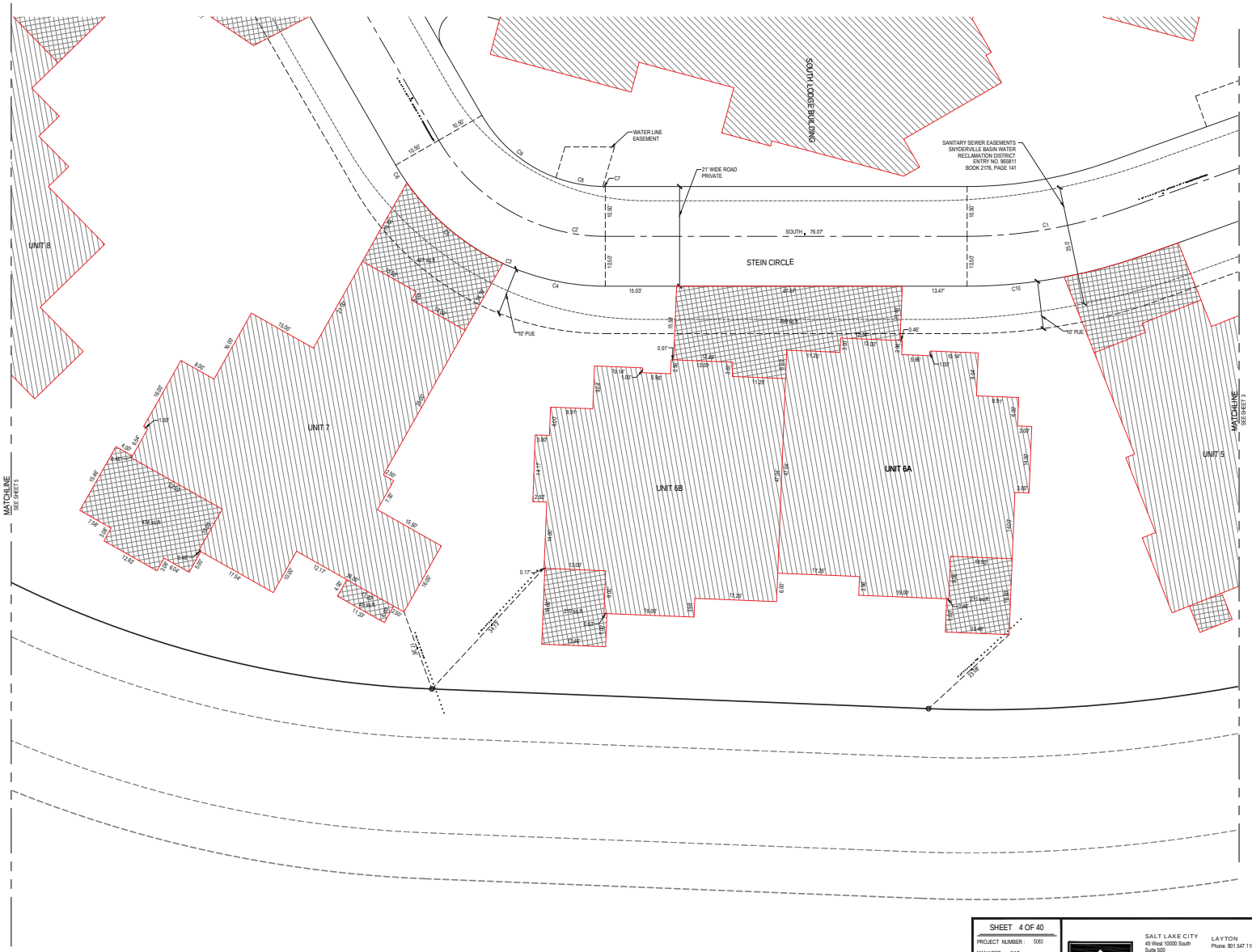

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C6	51.00'	4.39'	[illegible]	[illegible]	[illegible]
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HORIZONTAL GRAPHIC SCALE

10 5 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
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TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 4 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/13/15

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C8	67.00'	5.39'	[illegible]	[illegible]	5.39'
C9	40.00'	5.19'	[illegible]	[illegible]	5.19'
C11	47.00'	64.04'	[illegible]	[illegible]	59.20'
C12	95.50'	10.00'	[illegible]	[illegible]	10.00'
C13	95.50'	17.54'	[illegible]	[illegible]	17.52'
C14	95.50'	13.11'	[illegible]	[illegible]	13.10'
C15	221.00'	280.48'	[illegible]	[illegible]	262.03'
C16	221.00'	280.48'	[illegible]	[illegible]	262.03'
C17	40.00'	3.60'	[illegible]	[illegible]	3.60'

LEGEND

- EXISTING STREET MONUMENT
- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

NORTH

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 5 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

ENSIGN

SALT LAKE CITY
45 West 10000 South
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LAYTON
Phone: 801.547.1100
TOOELE
Phone:435.843.3590
CEDAR CITY
Phone:435.865.1453

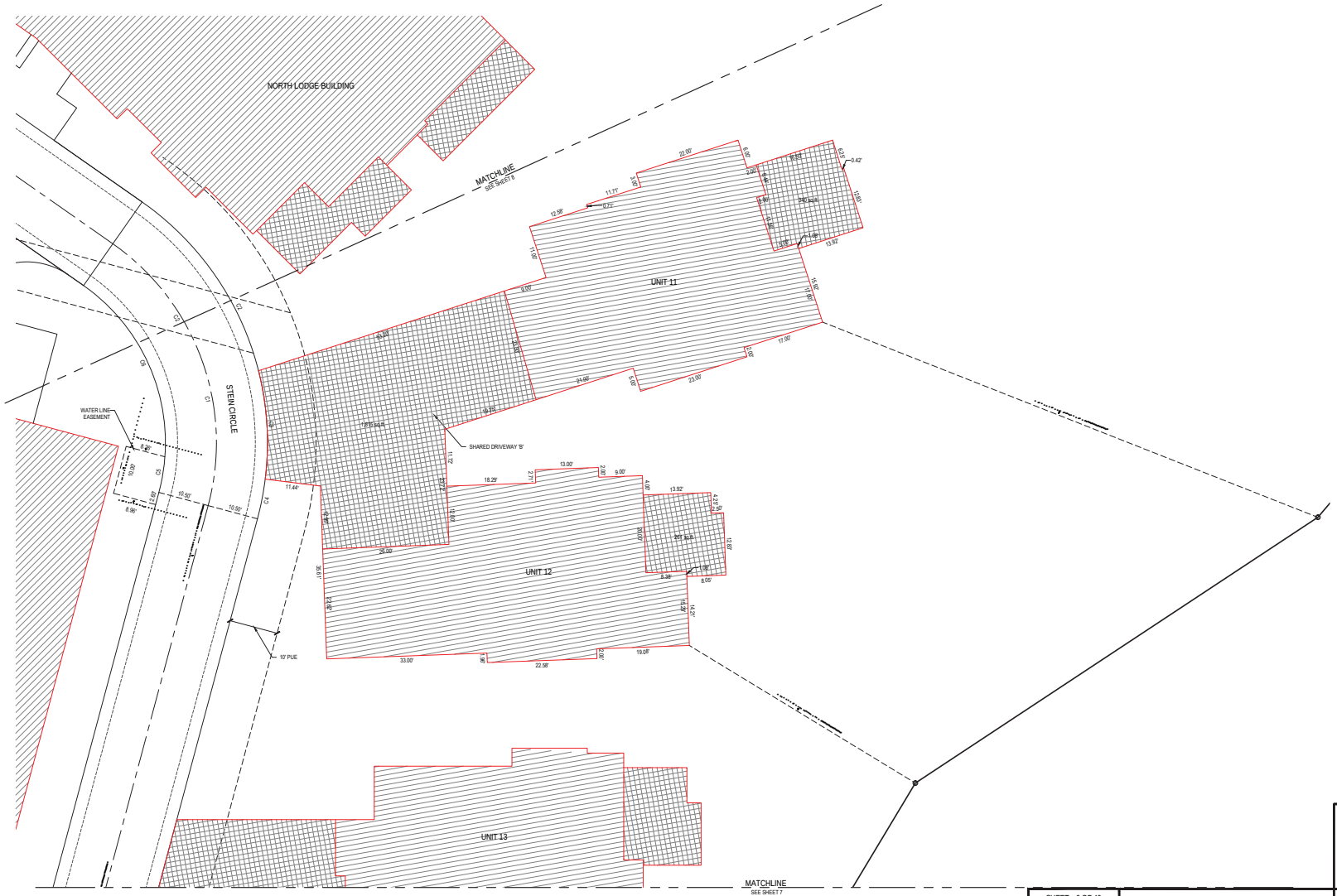
RECORDED # ________

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

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	50.00'	61.05'	[illegible]	[illegible]	[illegible]
C2	60.50'	43.10'	[illegible]	[illegible]	[illegible]
C3	60.50'	22.48'	[illegible]	[illegible]	[illegible]
C4	60.50'	8.33'	[illegible]	[illegible]	[illegible]
C5	39.50'	7.44'	[illegible]	[illegible]	[illegible]
C6	39.50'	40.81'	[illegible]	[illegible]	[illegible]

LEGEND

- EXISTING STREET MONUMENT
- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

HORIZONTAL GRAPHIC SCALE

10 5 0 5 10 20
(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 6 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/18/15

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REQUEST OF : _____

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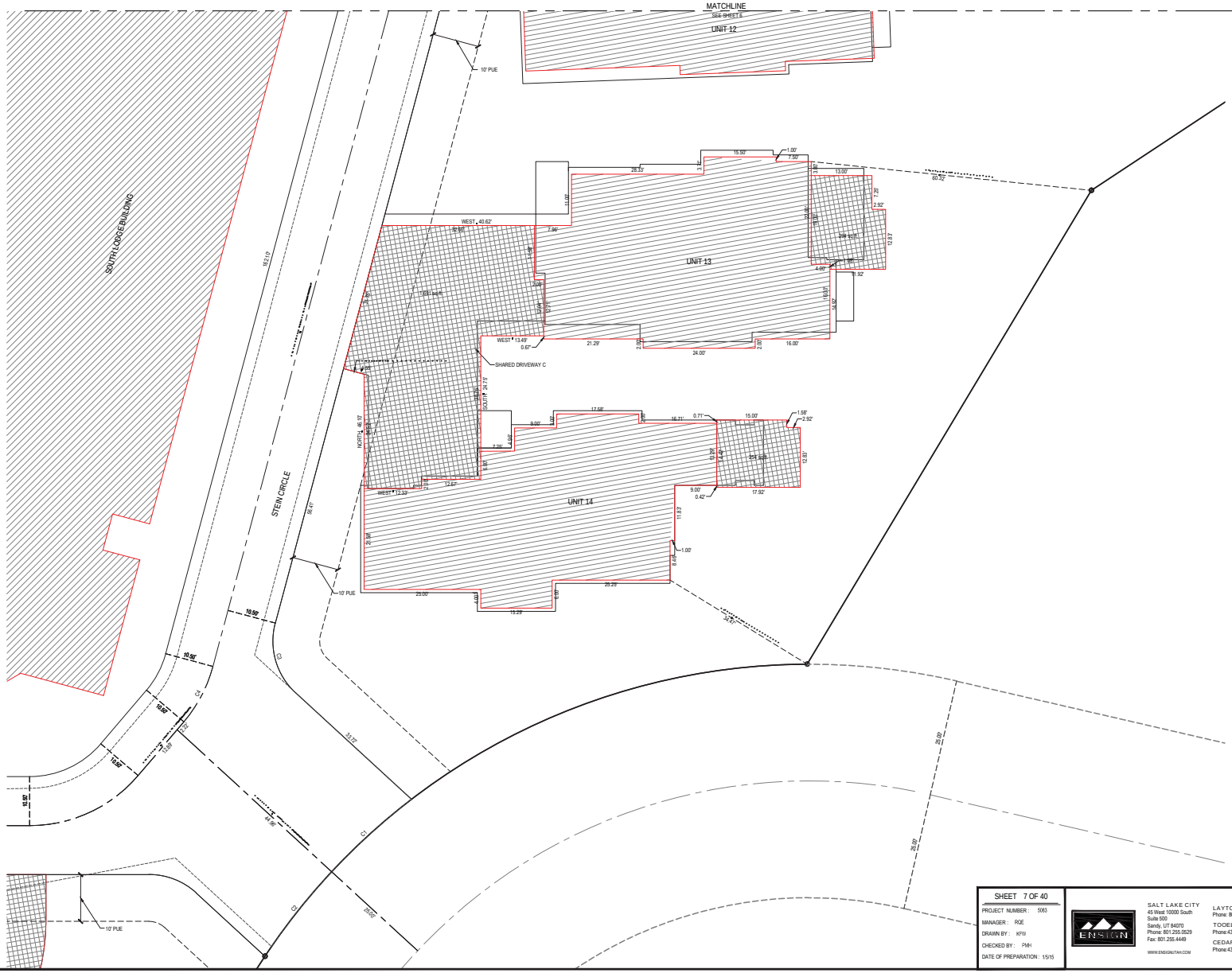
FEE _____ SUMMIT COUNTY RECORDER _____

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	140.00'	23.12'	[illegible]	[illegible]	23.09'
C2	140.00'	23.09'	[illegible]	[illegible]	23.06'
C3	15.00'	16.34'	[illegible]	[illegible]	15.59'
C4	30.50'	13.52'	[illegible]	[illegible]	13.41'

LEGEND

- EXISTING STREET MONUMENT
- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20
(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 7 OF 40
PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/5/15

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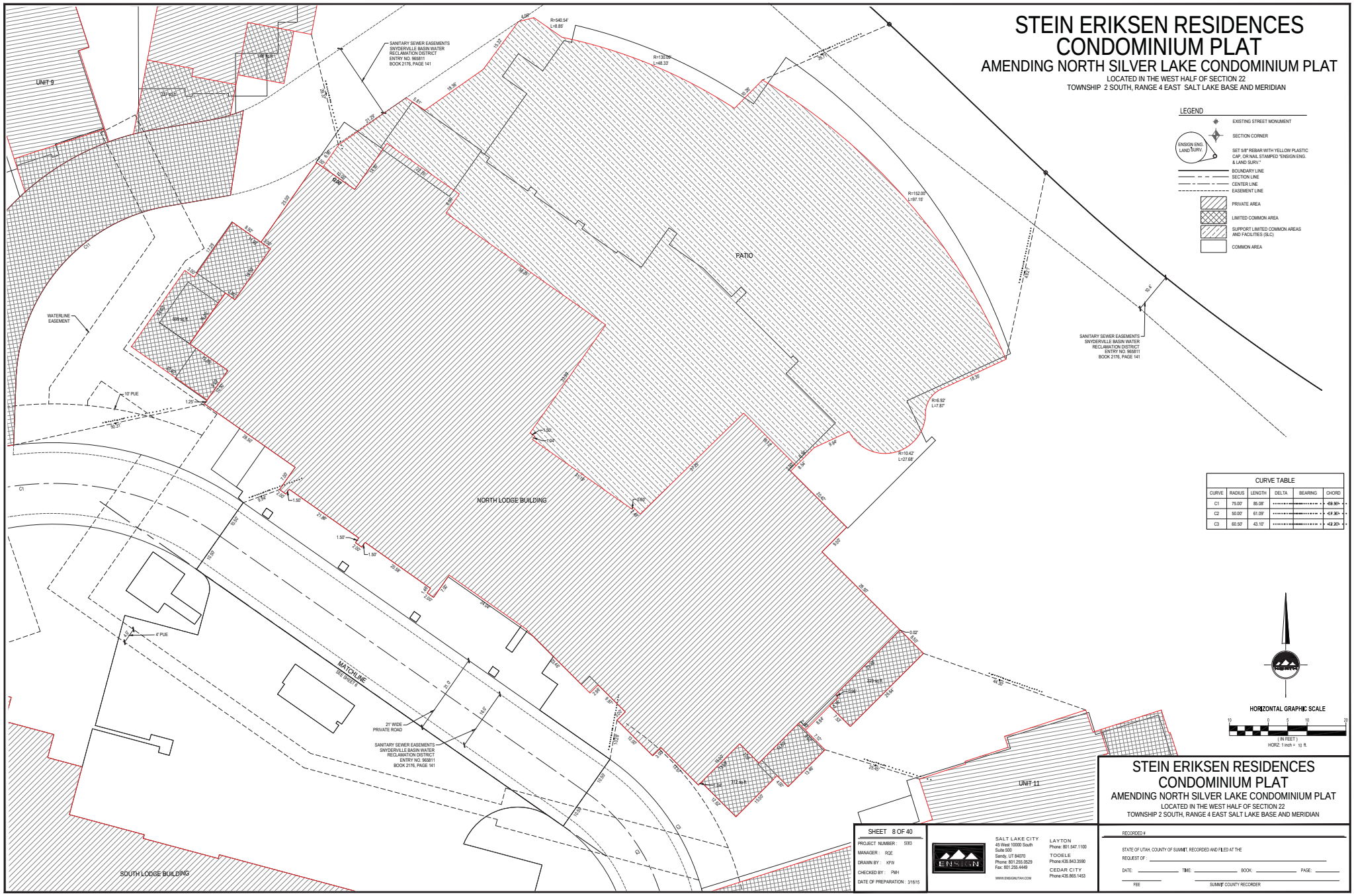
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



LEGEND

- EXISTING STREET MONUMENT
- SECTION CORNER
- ENSIGN ENG. LAND SURV. — SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- PRIVATE AREA
- LIMITED COMMON AREA
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- COMMON AREA

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	75.00'	85.08'	[illegible]	[illegible]	[illegible]
C2	50.00'	61.09'	[illegible]	[illegible]	[illegible]
C3	60.50'	43.10'	[illegible]	[illegible]	[illegible]

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 8 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

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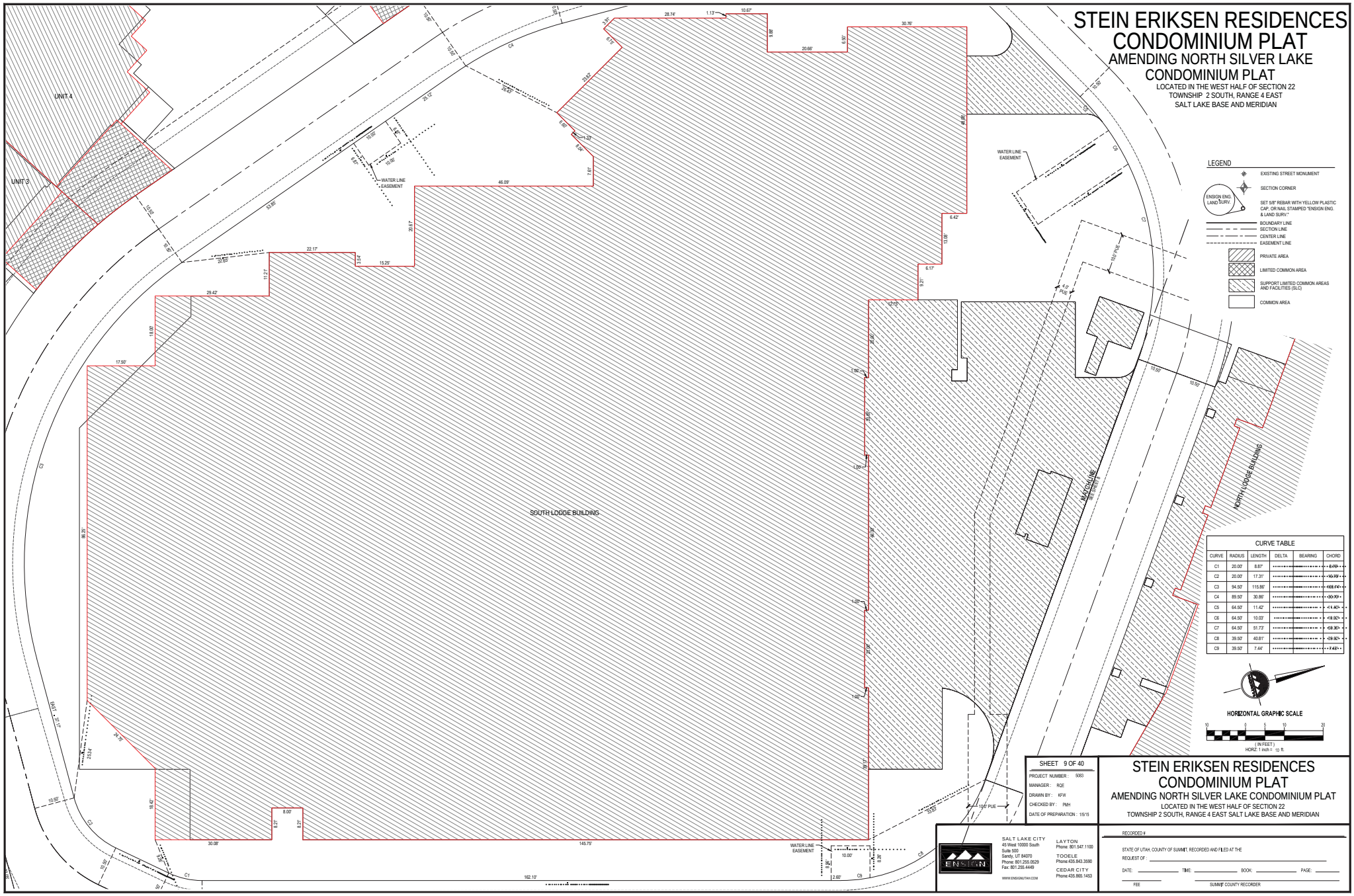
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	20.00'	8.87'	[illegible]	[illegible]	[illegible]
C2	20.00'	17.31'	[illegible]	[illegible]	[illegible]
C3	94.50'	115.86'	[illegible]	[illegible]	[illegible]
C4	89.50'	30.86'	[illegible]	[illegible]	[illegible]
C5	64.50'	11.42'	[illegible]	[illegible]	[illegible]
C6	64.50'	10.03'	[illegible]	[illegible]	[illegible]
C7	64.50'	51.73'	[illegible]	[illegible]	[illegible]
C8	39.50'	40.81'	[illegible]	[illegible]	[illegible]
C9	39.50'	7.44'	[illegible]	[illegible]	[illegible]

SHEET 9 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/5/15

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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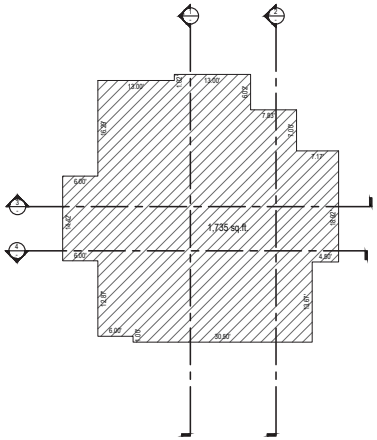
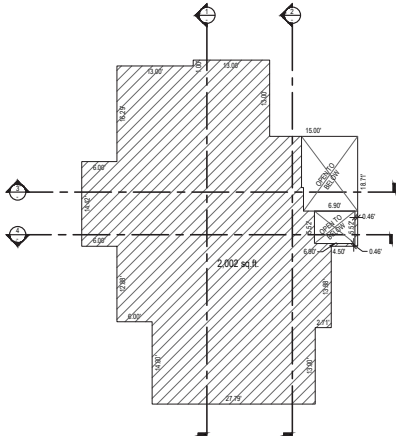
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



LEVEL 0



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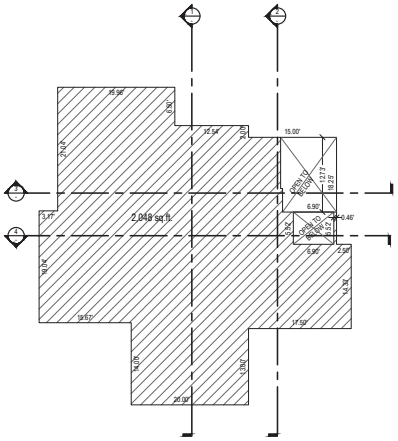

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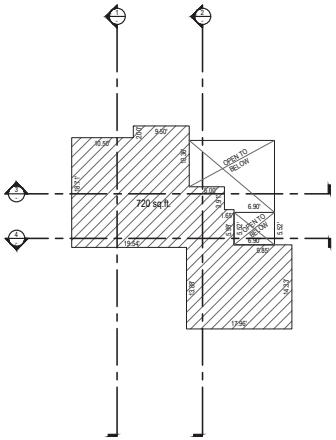
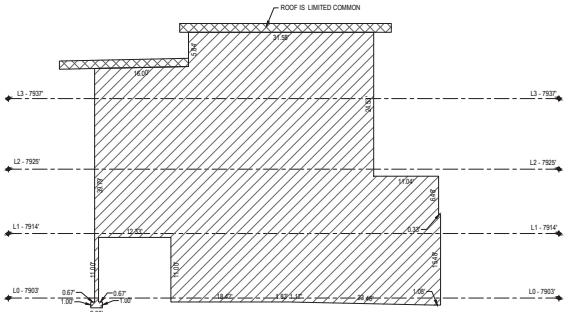


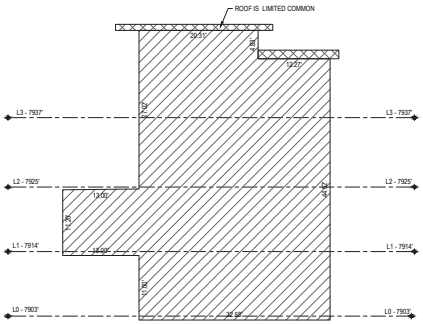
LEVEL 3

LEGEND

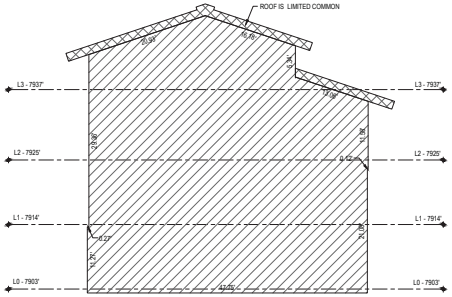
- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1



SECTION 2



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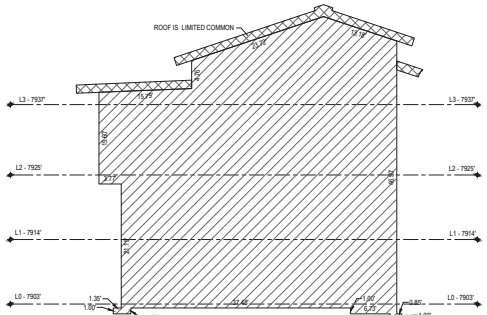

SECTION 4

UNIT 1

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 10 OF 40
PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 2/5/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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REQUEST OF : _____

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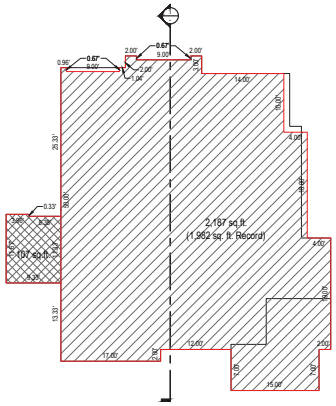
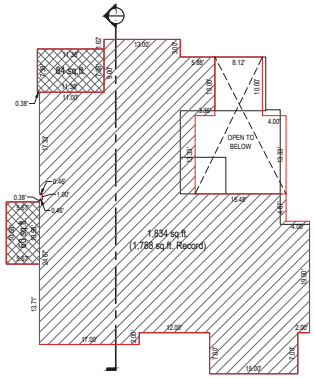
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

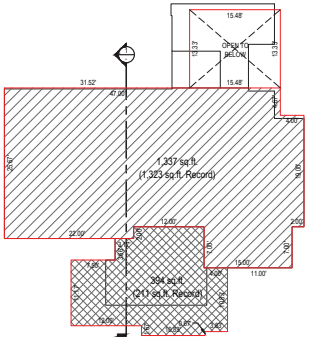
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



LEVEL 0



LEVEL 1



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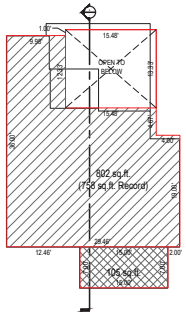
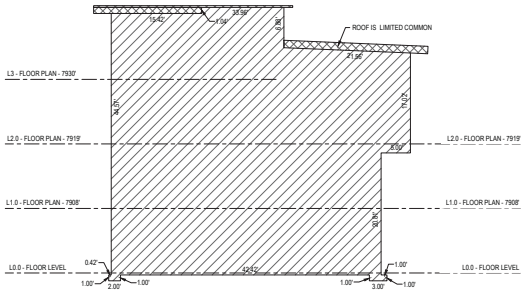


LEVEL 3

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1

UNIT 2

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ. 1 inch = 10 ft.

SHEET	11 OF 40
PROJECT NUMBER :	5063
MANAGER :	RQE
DRAWN BY :	KFW
CHECKED BY :	PMH
DATE OF PREPARATION :	1/8/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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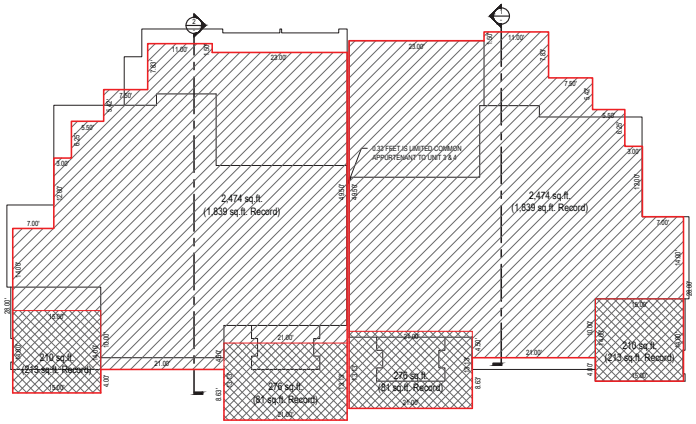
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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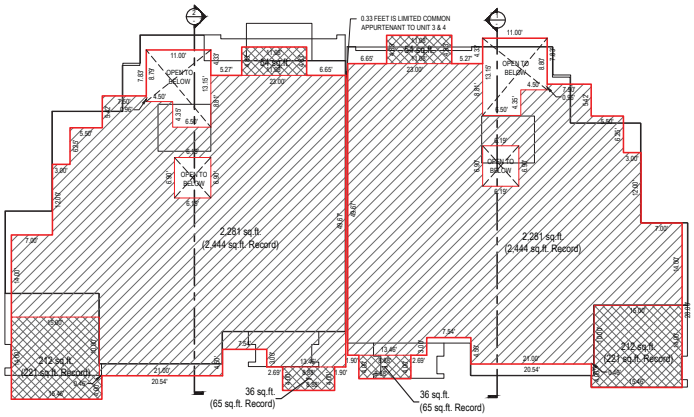
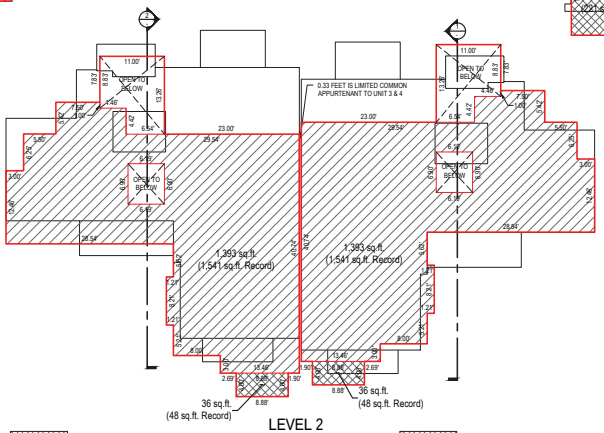
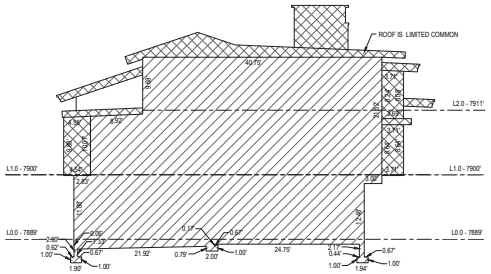


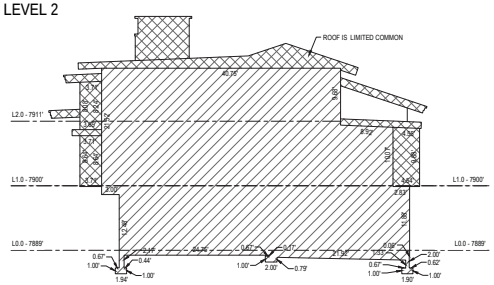
LEVEL 1



LEVEL 2



SECTION 1



SECTION 2

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

UNITS 3 & 4

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 12 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/8/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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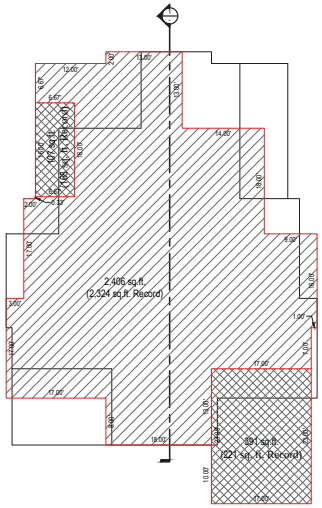
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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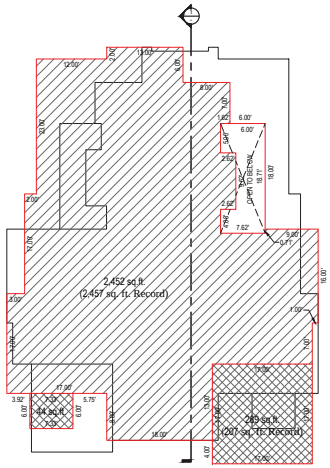
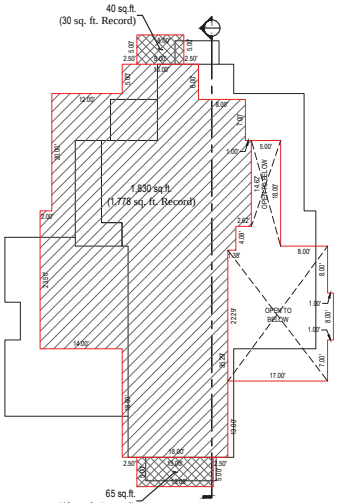


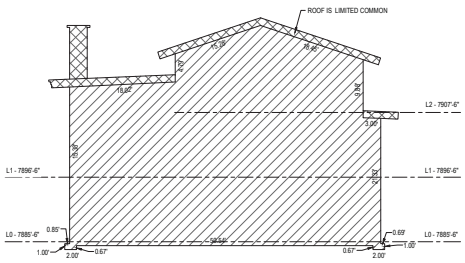
LEVEL 1



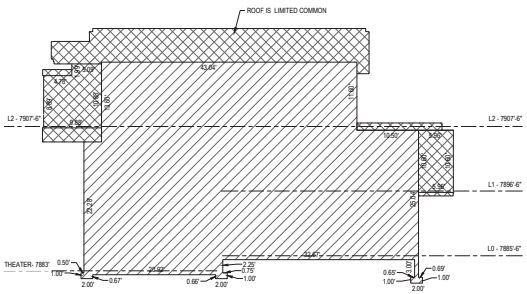
LEVEL 2

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1



SECTION 2

UNIT 5

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 13 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/8/15

ENSIGN

SALT LAKE CITY
45 West 10000 South
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LAYTON
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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

RECORDED #

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

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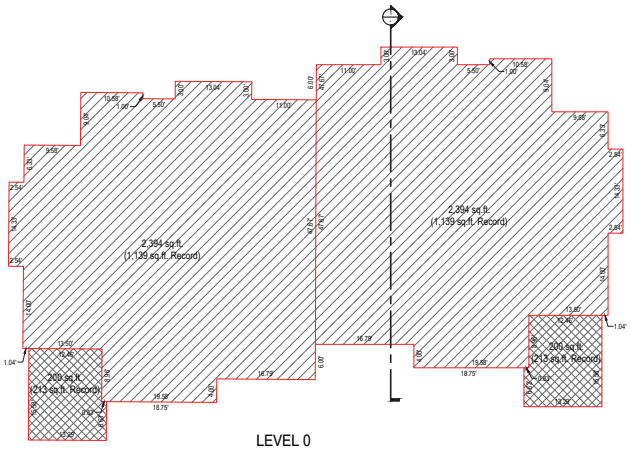
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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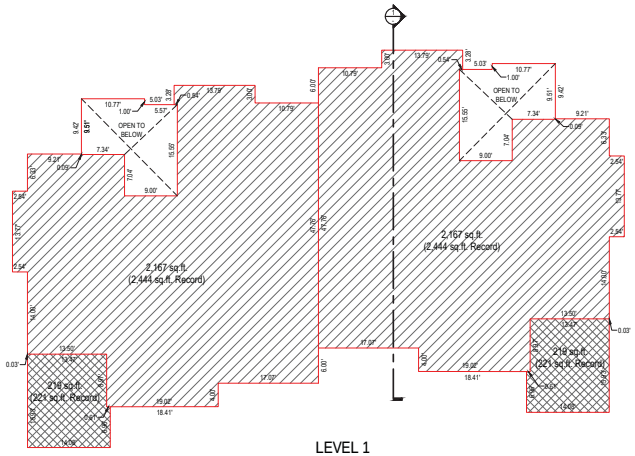

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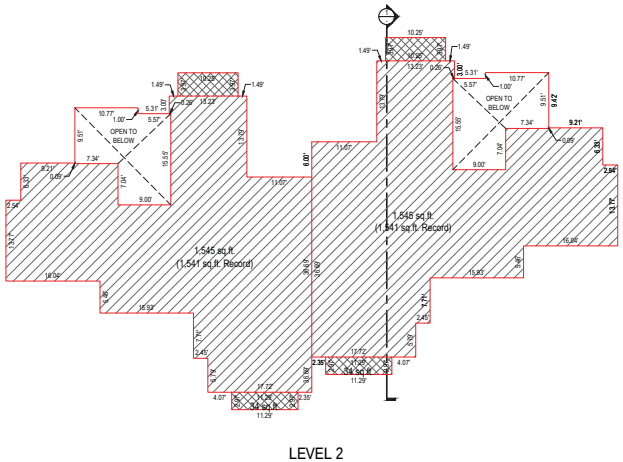

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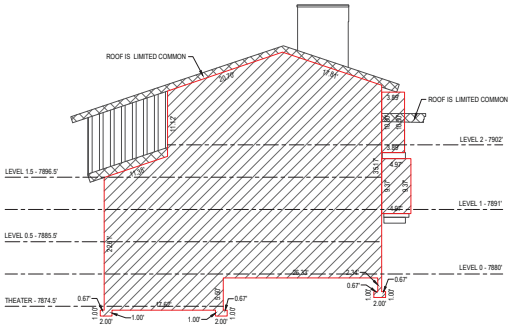

SECTION 1

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

UNIT 6

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 14 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

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Phone:435.865.1453

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

RECORDED #

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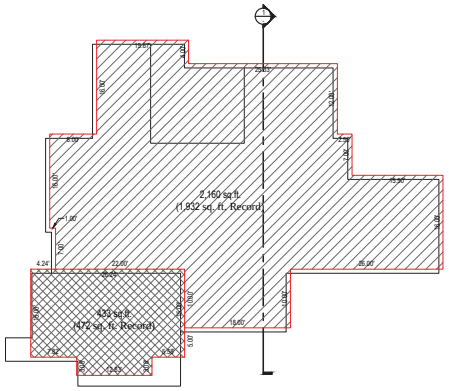
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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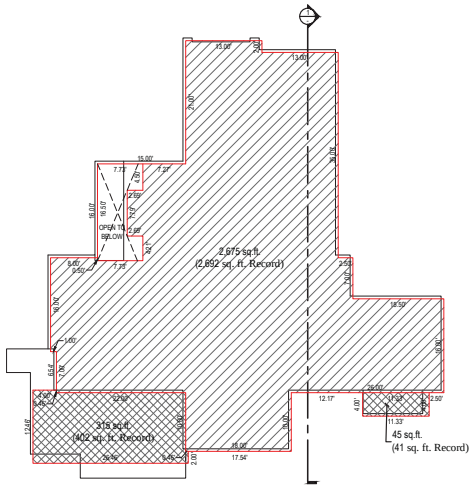

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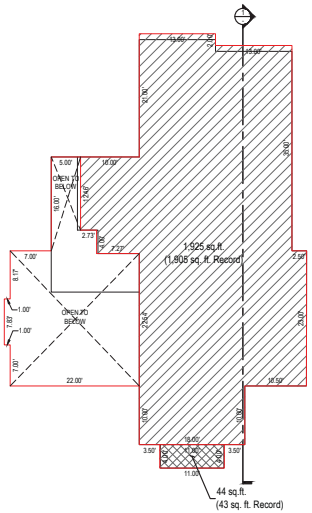
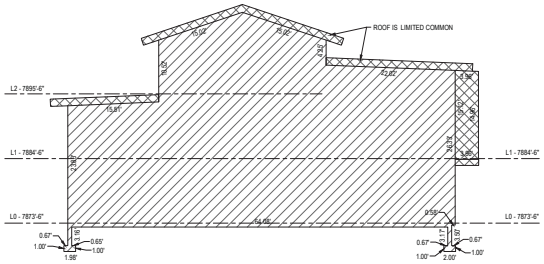


LEVEL 2

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1

UNIT 7

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 15 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/8/15

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AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

RECORDED #

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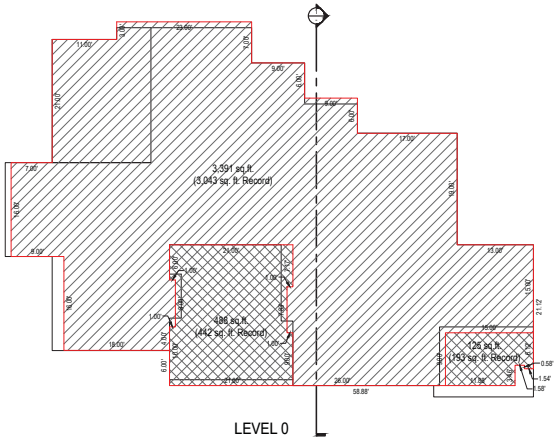
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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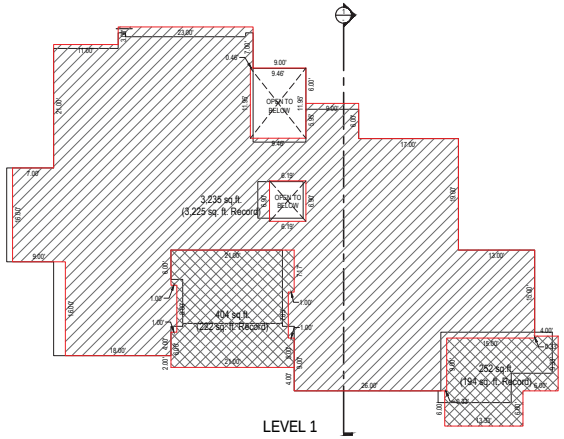

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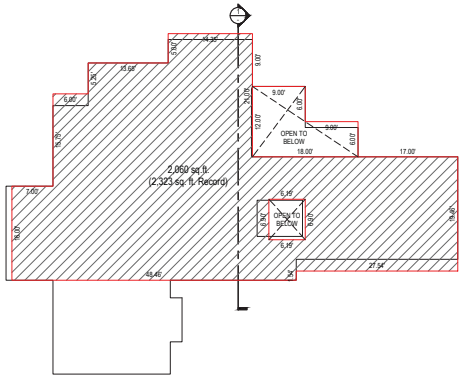
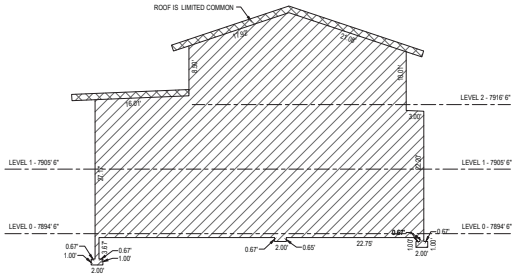


LEVEL 2

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1

UNIT 8

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 16 OF 40
PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/8/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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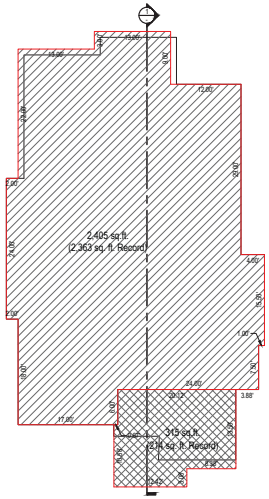
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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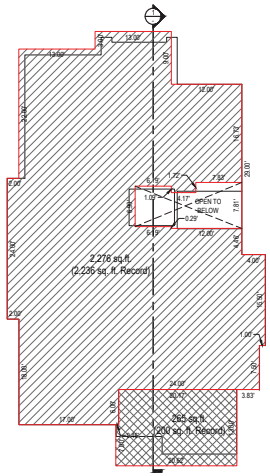

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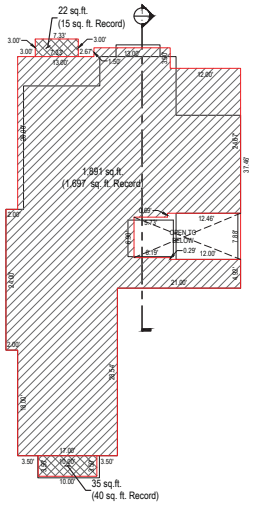
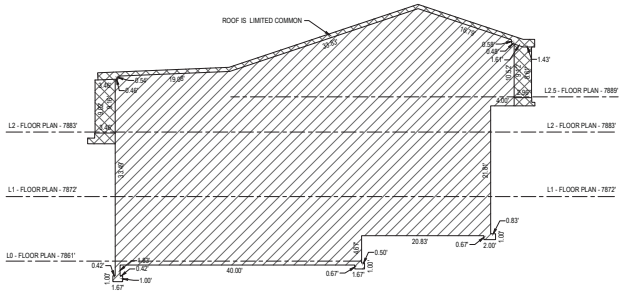


LEVEL 2

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1

UNIT 9

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 17 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/8/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
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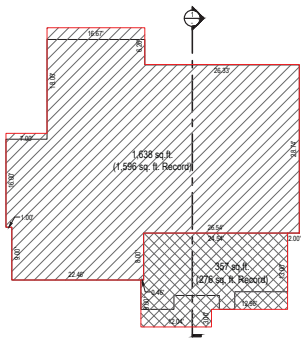
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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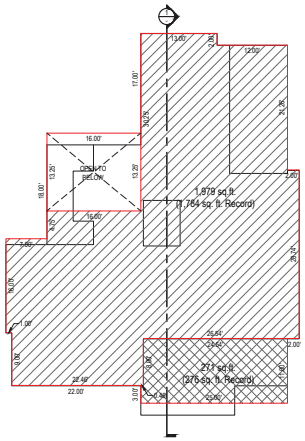

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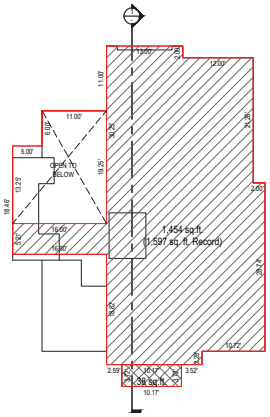

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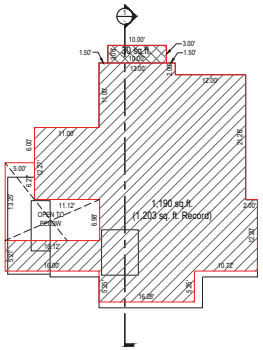
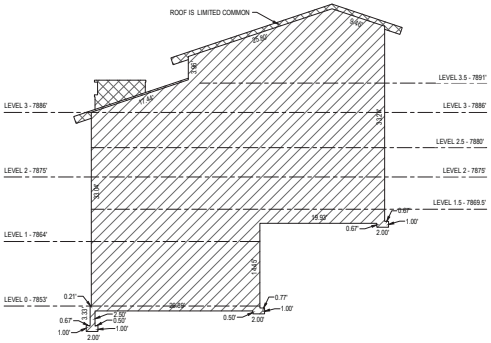


LEVEL 2

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1

UNIT 10

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 18 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/8/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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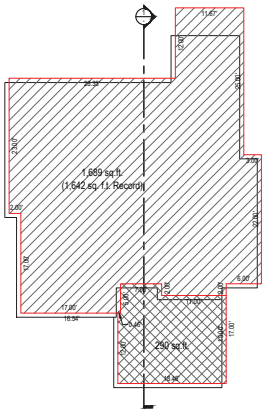
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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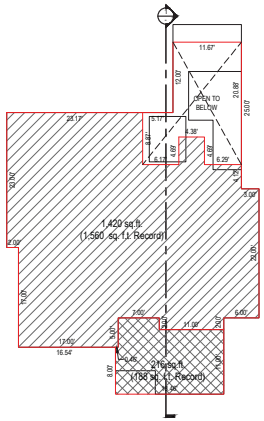
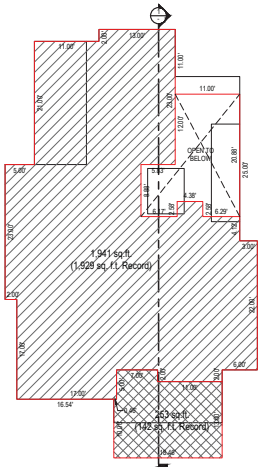


LEVEL 1



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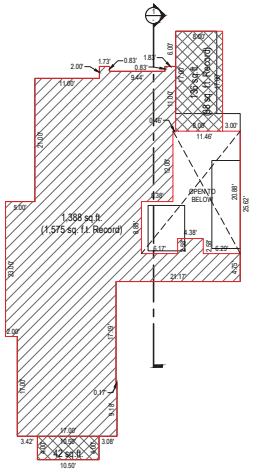
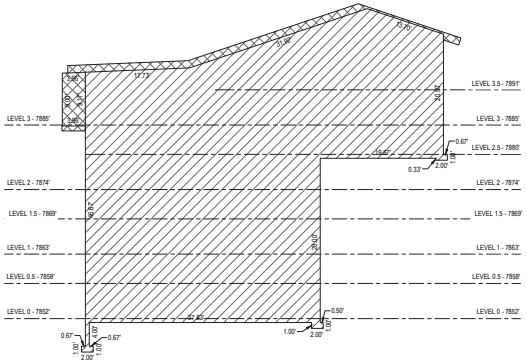


LEVEL 3

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

UNIT 11

HORIZONTAL GRAPHIC SCALE
10 0 5 10 20
(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 19 OF 41
PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/8/15

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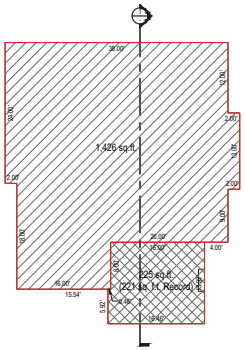
SUMMIT COUNTY RECORDER

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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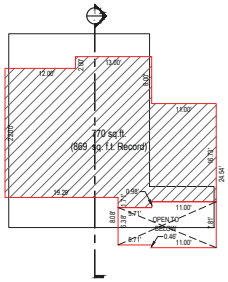

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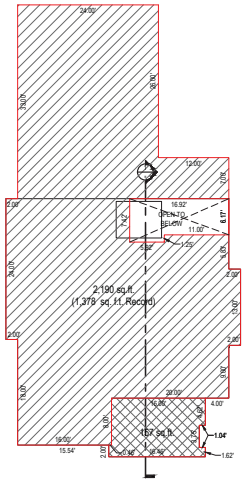

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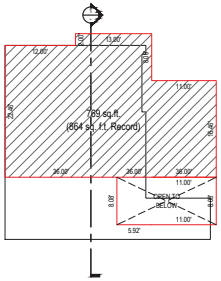

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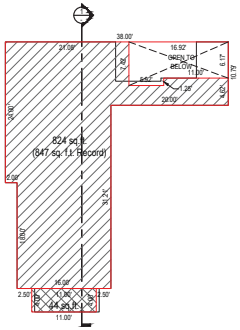
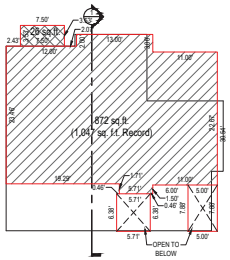


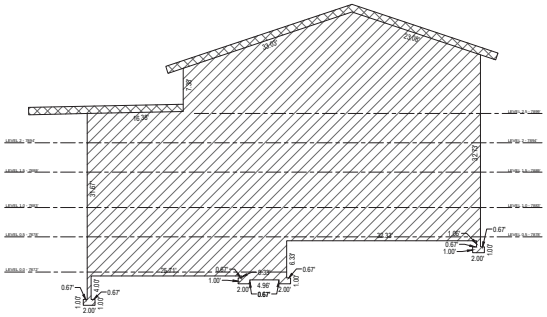
LEVEL 2



LEVEL 2.5

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1

UNIT 12

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 20 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/8/15

ENSIGN

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45 West 10000 South
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TOOELE
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CEDAR CITY
Phone:435.865.1453

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

RECORDED #

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

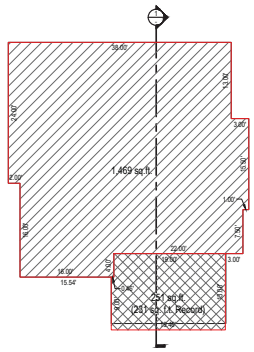
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE _____ SUMMIT COUNTY RECORDER _____

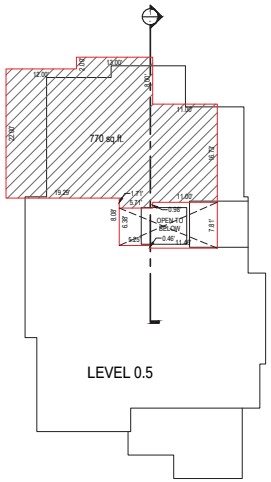
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



LEVEL 0



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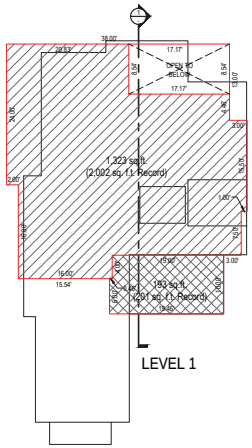
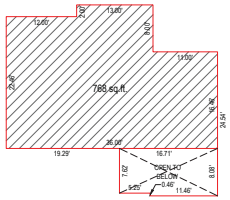
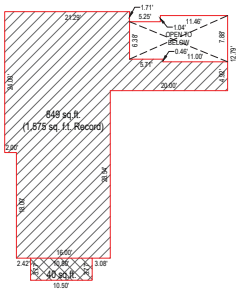


LEVEL 1



LEVEL 1.5



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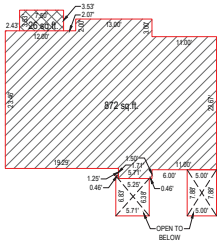
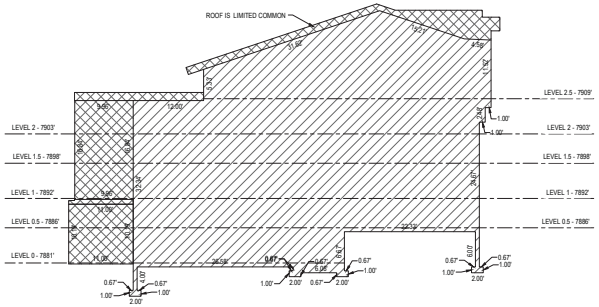


LEVEL 2.5

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1

UNIT 13

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 21 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/18/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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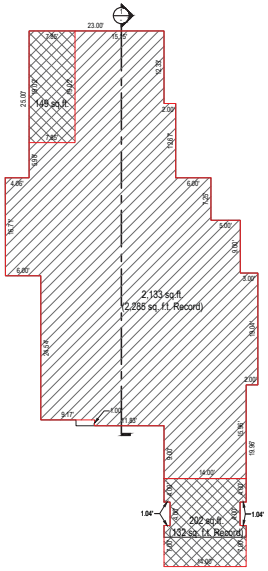
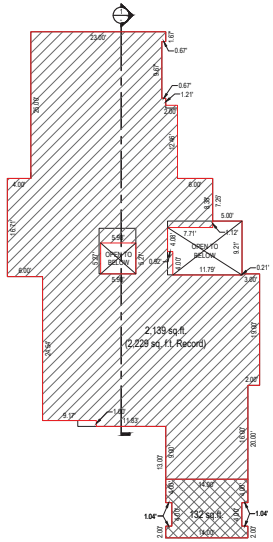
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

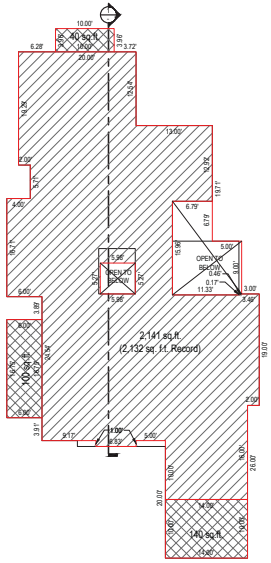
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



LEVEL 0



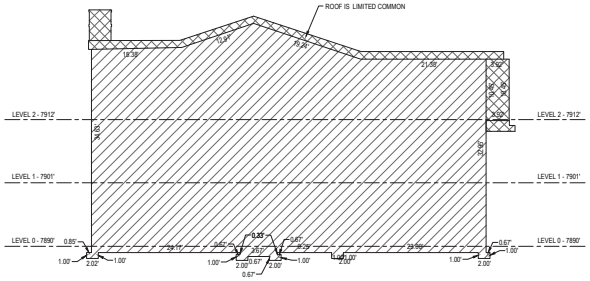
LEVEL 1



LEVEL 2

LEGEND

- HOME CONDOMINIUM UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SECTION 1

UNIT 14

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SHEET 22 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/8/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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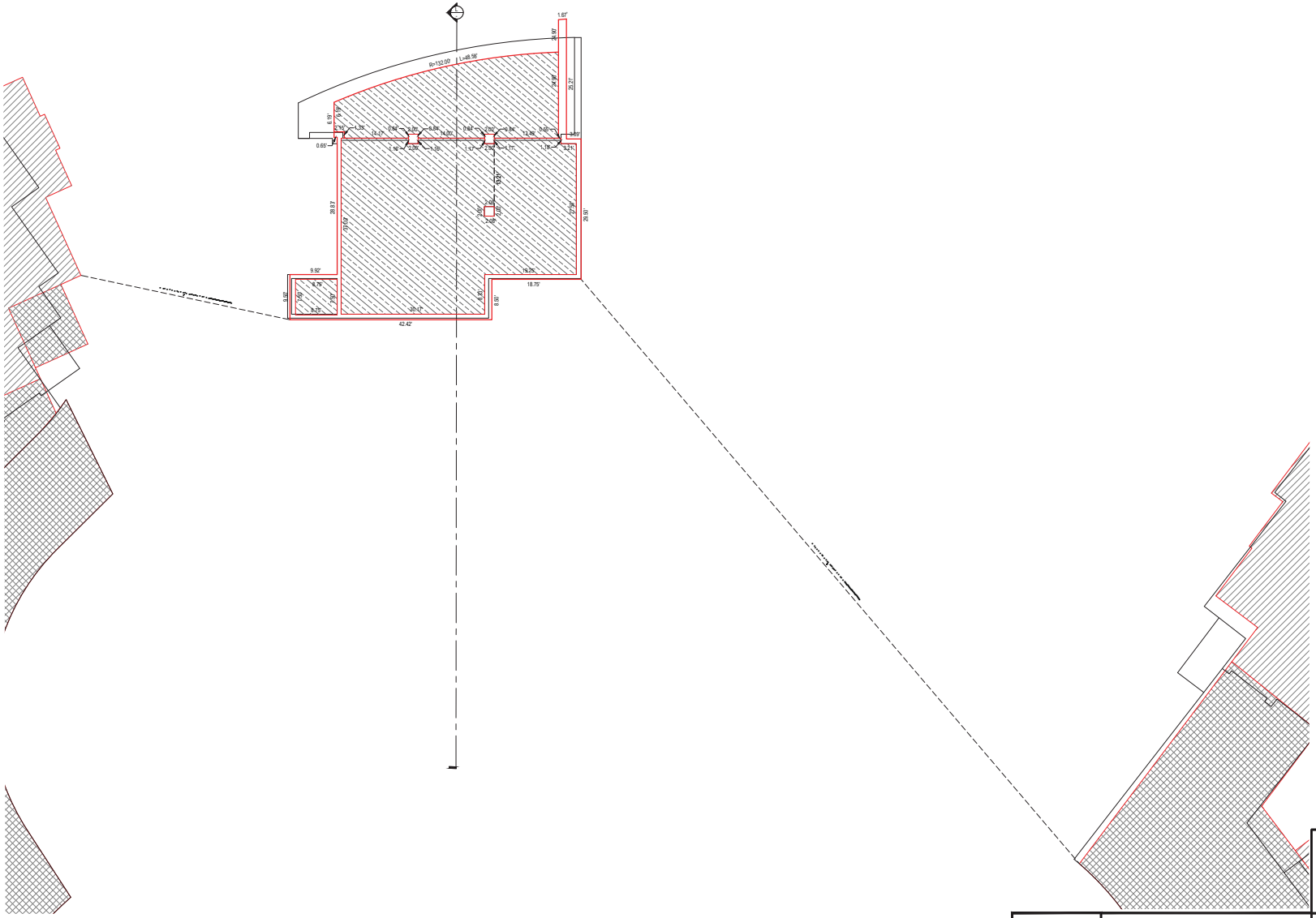
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

NORTH BUILDING
LEVEL SUBLEVEL 1 FLOOR PLAN

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 23 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

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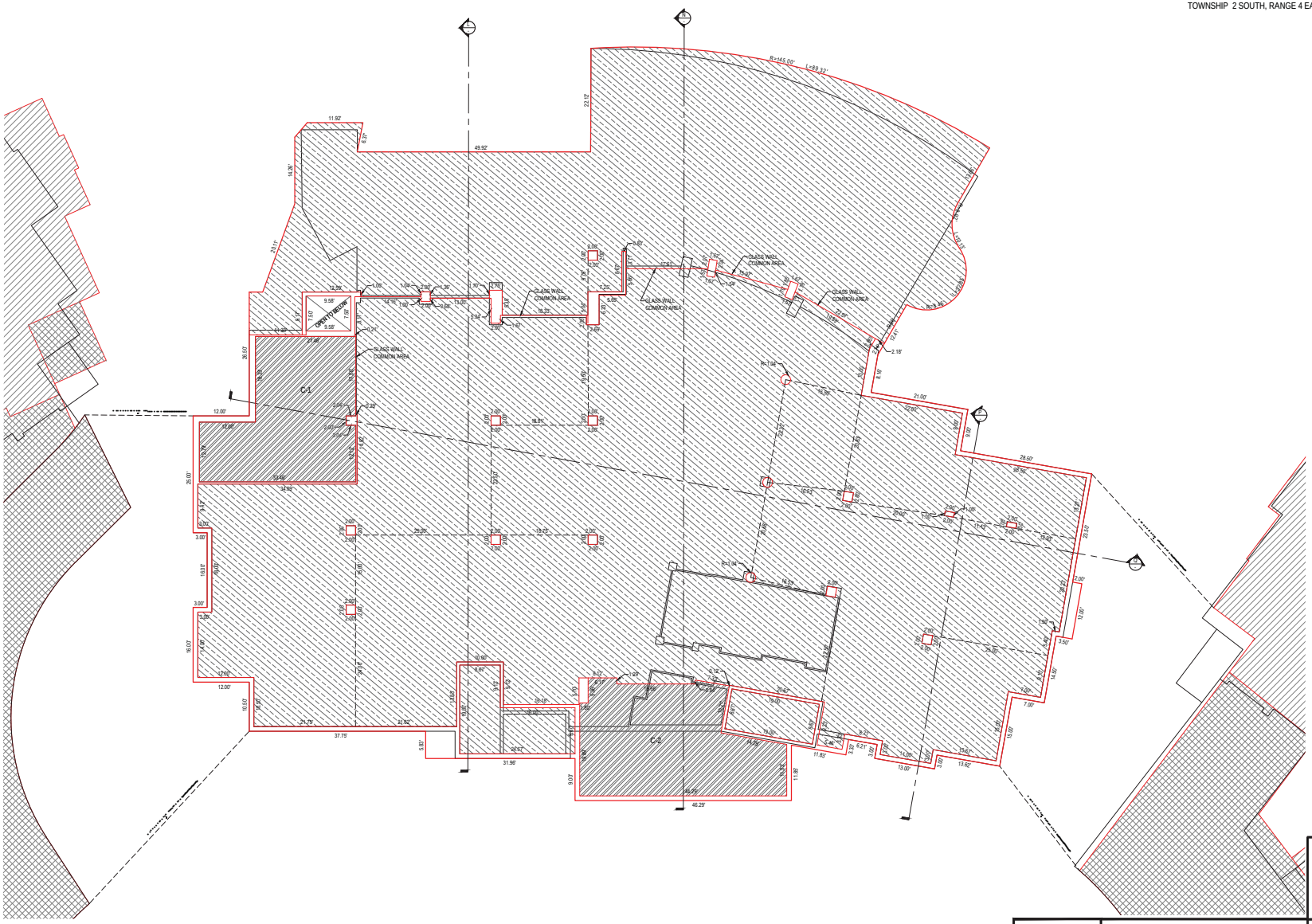
_____ FEE

_____ SUMMIT COUNTY RECORDER

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	C-1	817
2	C-2	723

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	C-1	817
2	C-2	909

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

NORTH BUILDING
LEVEL 0 FLOOR PLAN

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 24 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

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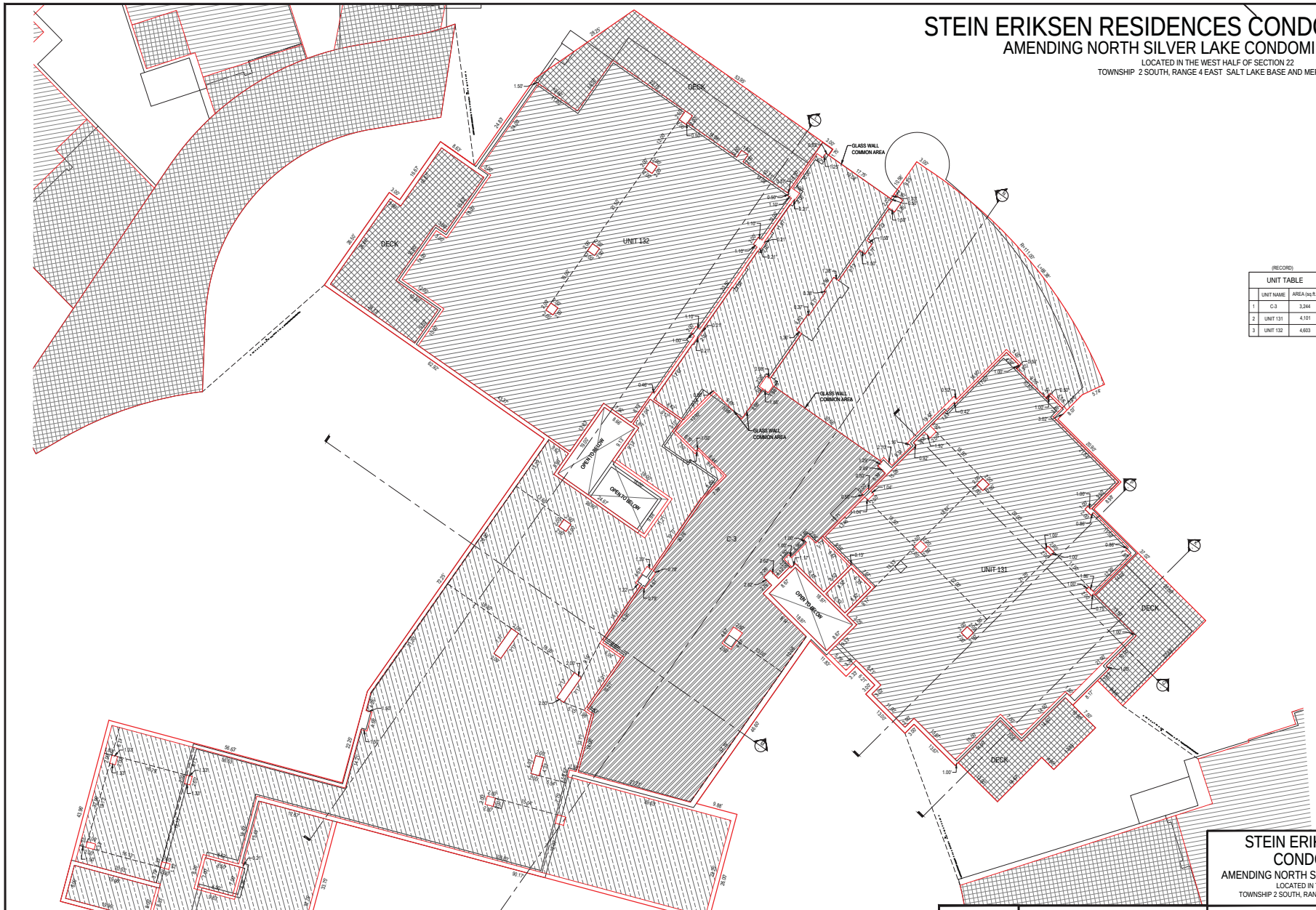
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	C-3	3,244
2	UNIT 131	4,101
3	UNIT 132	4,603

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	C-3	3,218
2	UNIT 131	4,137
3	UNIT 132	4,630

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

NORTH BUILDING
LEVEL 1 FLOOR PLAN

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 25 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

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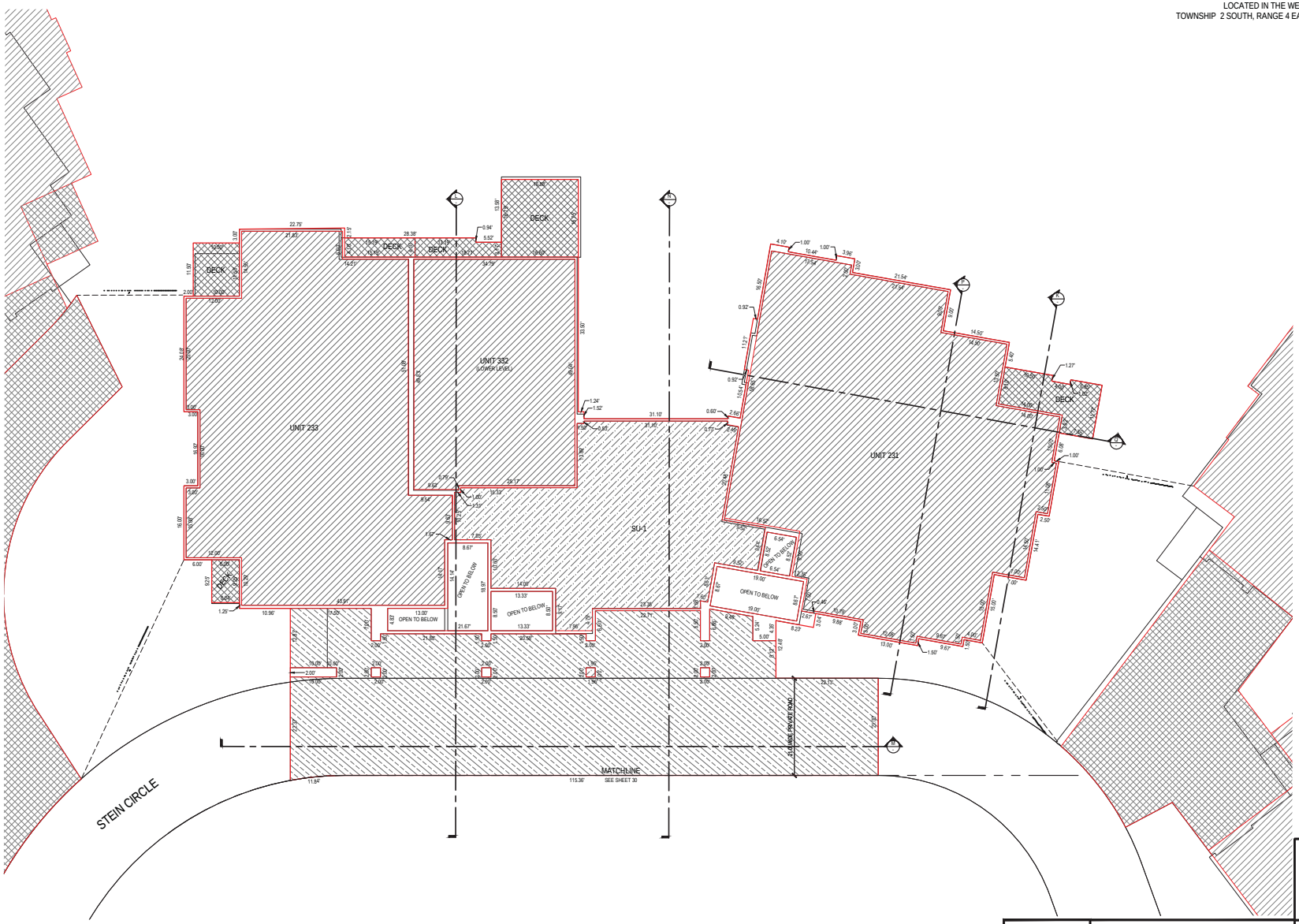
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	SU-1	1,914
2	UNIT 231	4,155
3	UNIT 332	1,716
4	UNIT 233	3,654

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	SU-1	1,915
2	UNIT 231	4,149
3	UNIT 332	1,714
4	UNIT 233	3,655

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

NORTH BUILDING
LEVEL 2 FLOOR PLAN

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 26 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

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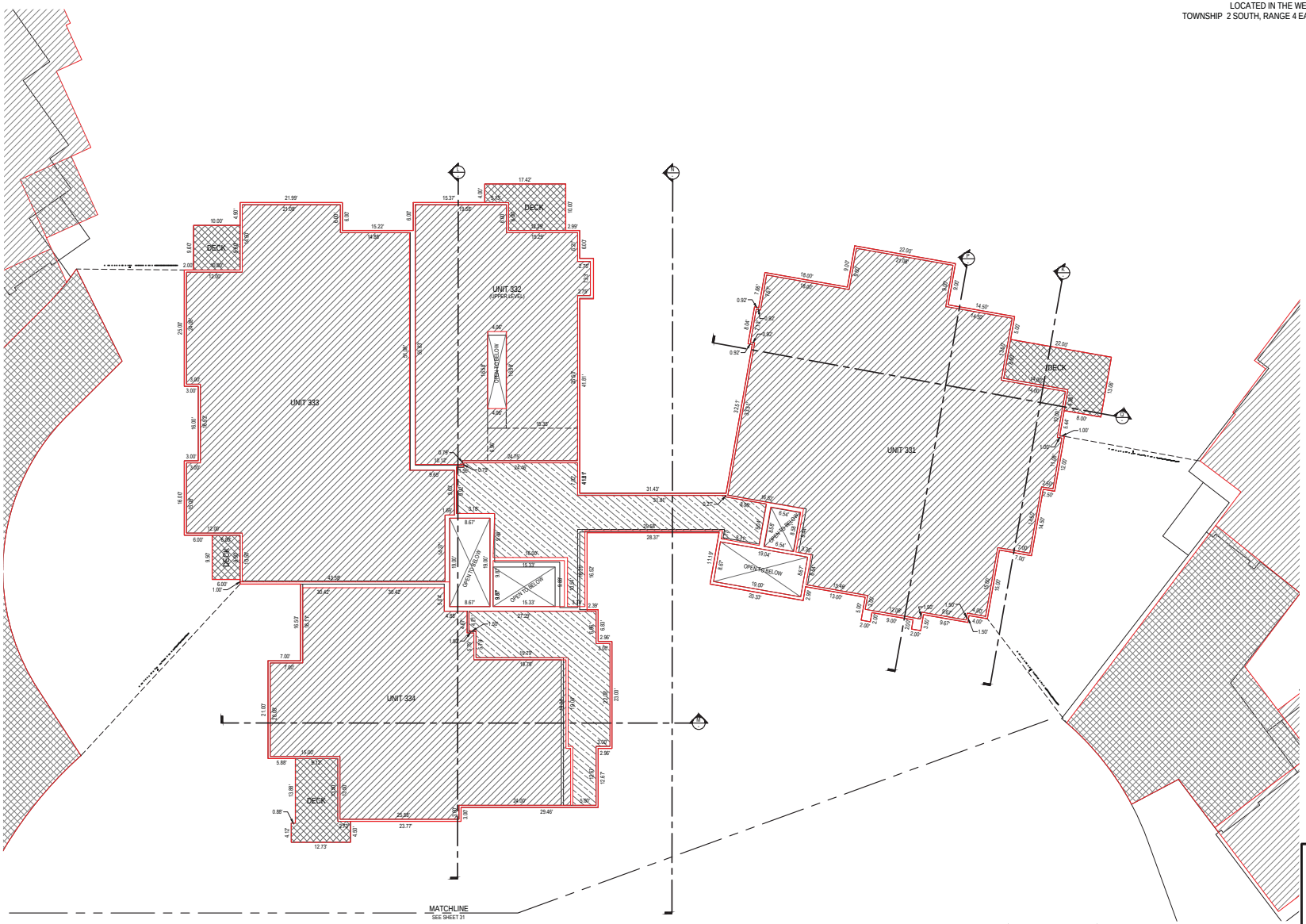
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 331	3,956
2	UNIT 332	1,777
3	UNIT 333	3,651
4	UNIT 334	2,426

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 331	3,965
2	UNIT 332	1,789
3	UNIT 333	3,651
4	UNIT 334	2,445

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

NORTH BUILDING
LEVEL 3 FLOOR PLAN

SHEET 27 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

RECORDED #

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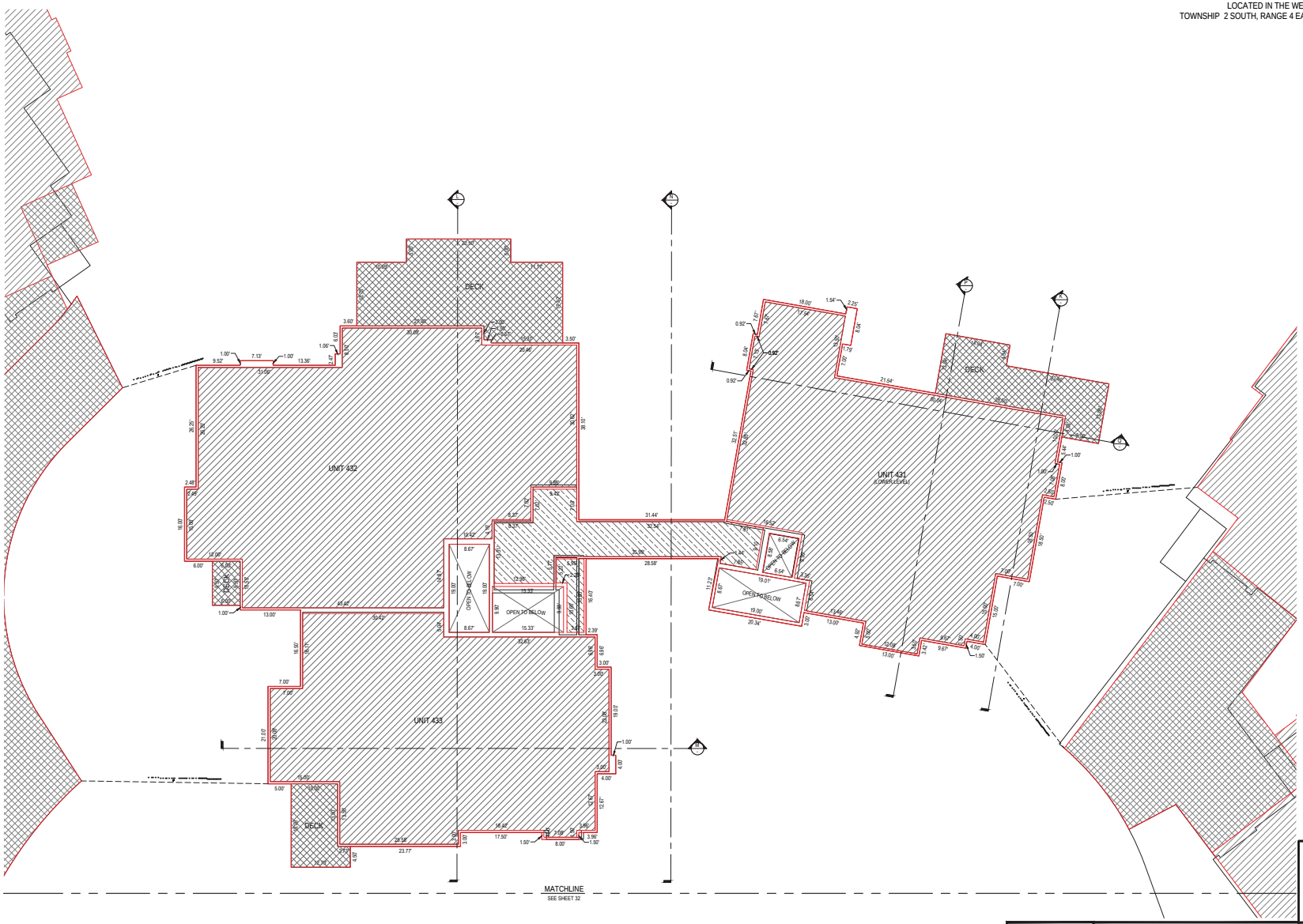
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 432	3,948
2	UNIT 433	3,002
3	UNIT 431	3,293

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 432	3,950
2	UNIT 433	2,993
3	UNIT 431	3,295

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

NORTH BUILDING
LEVEL 4 FLOOR PLAN

SHEET 28 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/18/15

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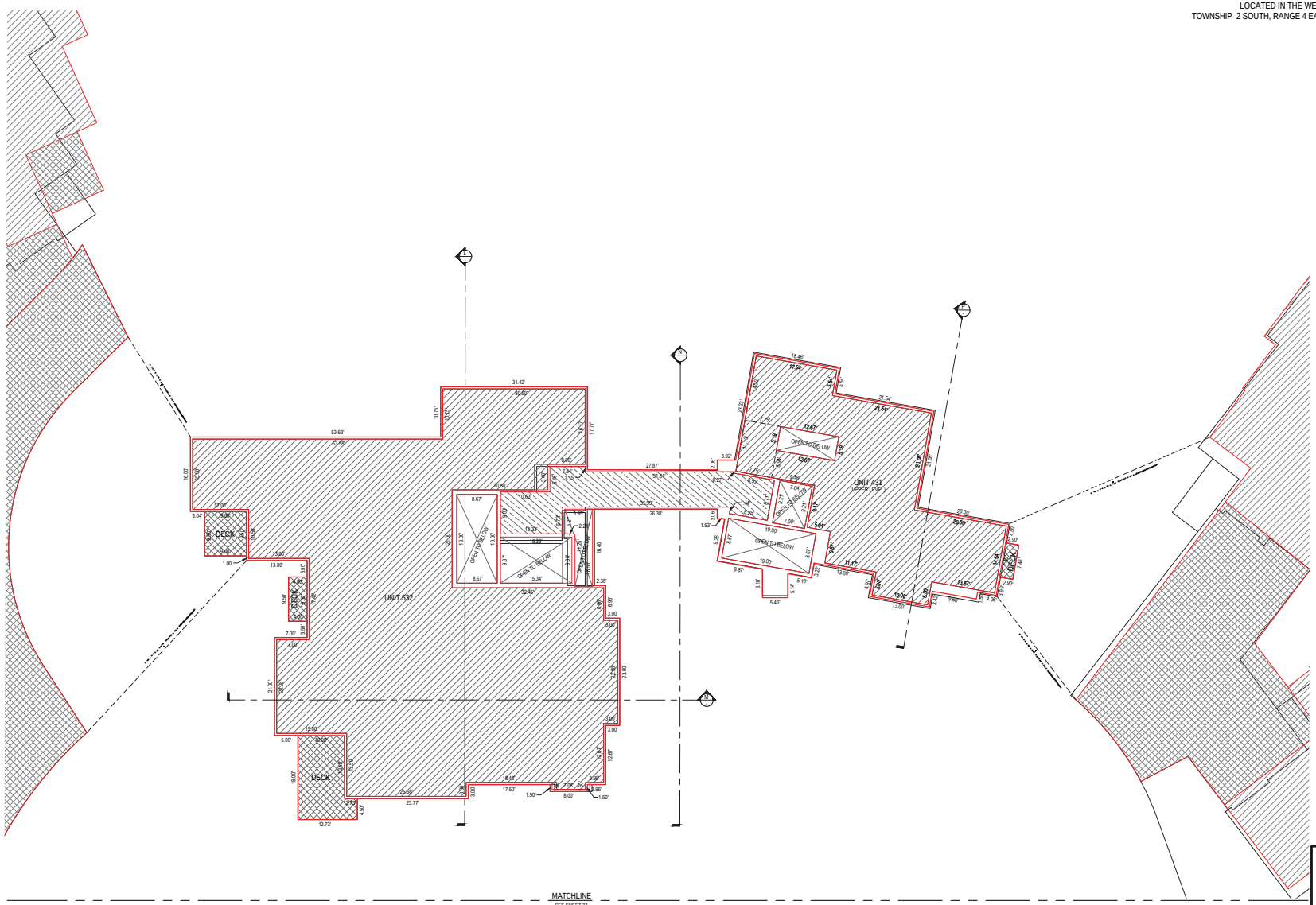
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 532	4,907
2	UNIT 431	1,466

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 532	4,922
2	UNIT 431	1,466

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

NORTH BUILDING
LEVEL 5 FLOOR PLAN

SHEET 29 OF 40

PROJECT NUMBER : 5063
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/16/15

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STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

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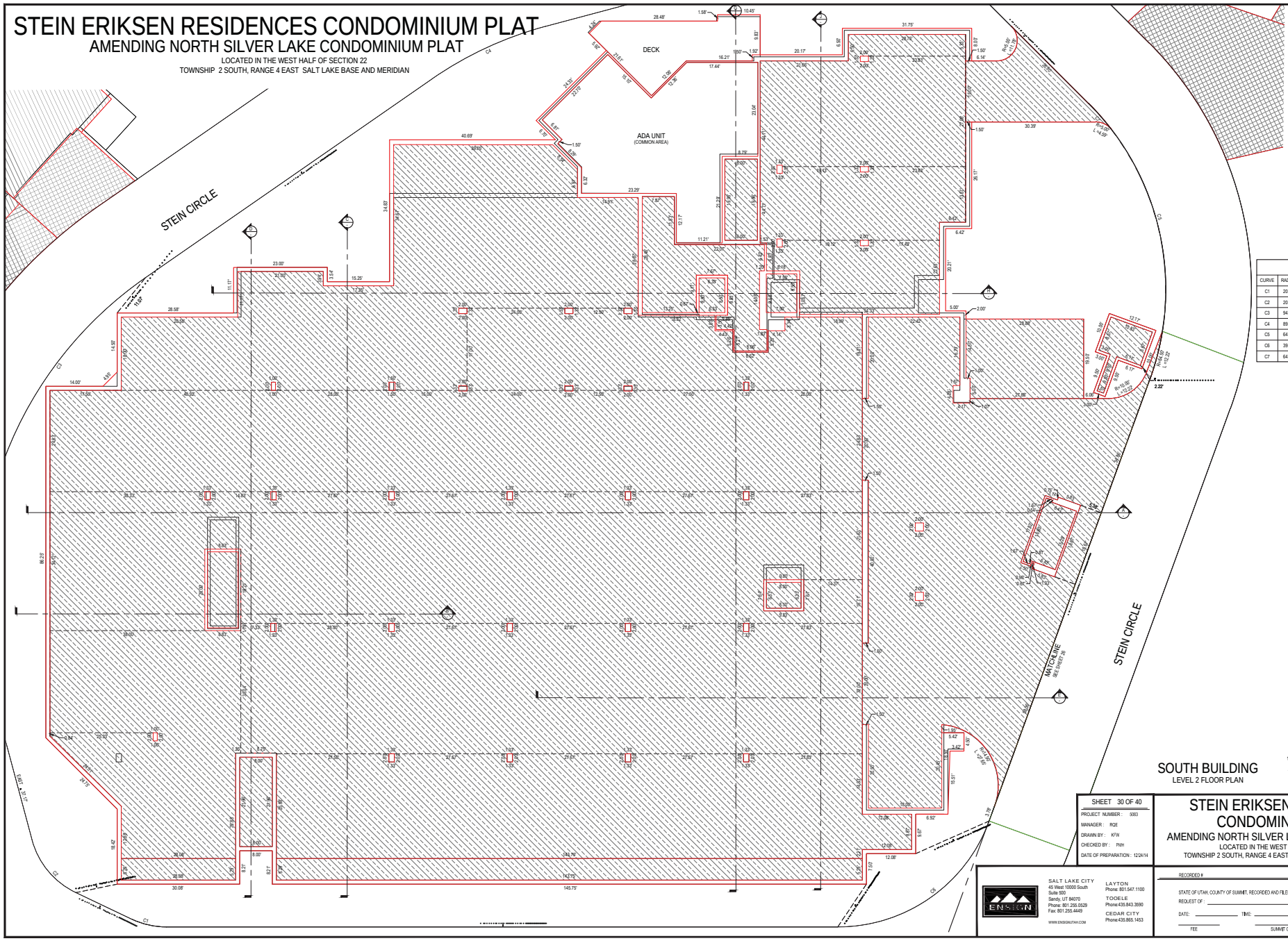
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	20.00'	8.87'	[illegible]	[illegible]	[illegible]
C2	20.00'	17.31'	[illegible]	[illegible]	[illegible]
C3	94.50'	115.86'	[illegible]	[illegible]	[illegible]
C4	89.50'	30.86'	[illegible]	[illegible]	[illegible]
C5	64.50'	73.17'	[illegible]	[illegible]	[illegible]
C6	39.50'	48.26'	[illegible]	[illegible]	[illegible]
C7	64.50'	8.62'	[illegible]	[illegible]	[illegible]

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ 1 inch = 10 ft.

SOUTH BUILDING
LEVEL 2 FLOOR PLAN

SHEET 30 OF 40

PROJECT NUMBER : 9383
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 12/24/14

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

ENSIGN

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Fax: 801.255.4449

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LAYTON
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Phone:435.843.3590

CEDAR CITY
Phone:435.865.1453

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

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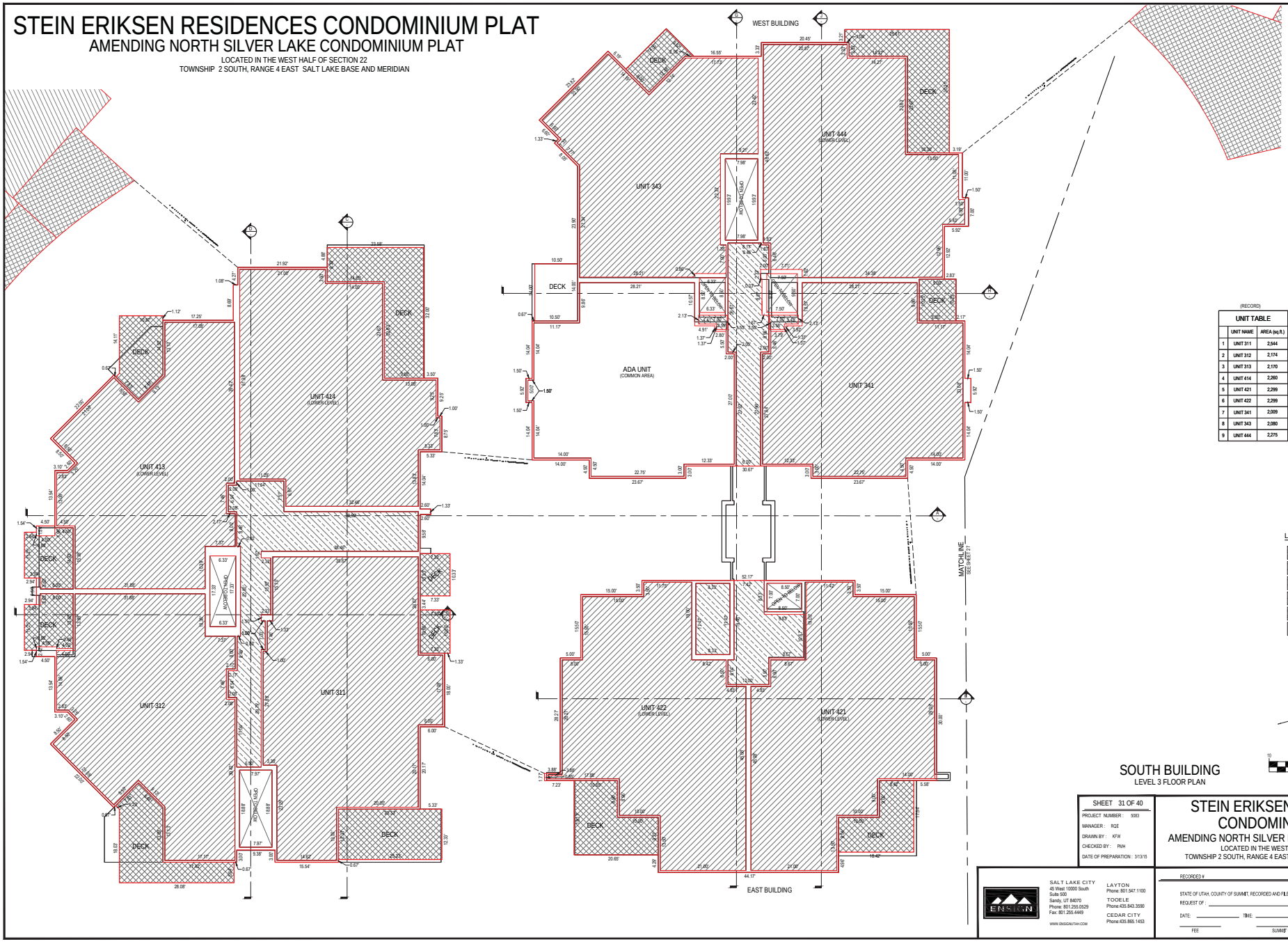
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 311	2,544
2	UNIT 312	2,174
3	UNIT 313	2,170
4	UNIT 414	2,260
5	UNIT 421	2,299
6	UNIT 422	2,299
7	UNIT 341	2,009
8	UNIT 343	2,080
9	UNIT 444	2,275

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 311	2,544
2	UNIT 312	2,181
3	UNIT 413	2,170
4	UNIT 414	2,260
5	UNIT 421	2,290
6	UNIT 422	2,299
7	UNIT 341	1,997
8	UNIT 343	2,068
9	UNIT 444	2,257

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SOUTH BUILDING

LEVEL 3 FLOOR PLAN

SHEET 31 OF 40

PROJECT NUMBER : 9383
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/13/15

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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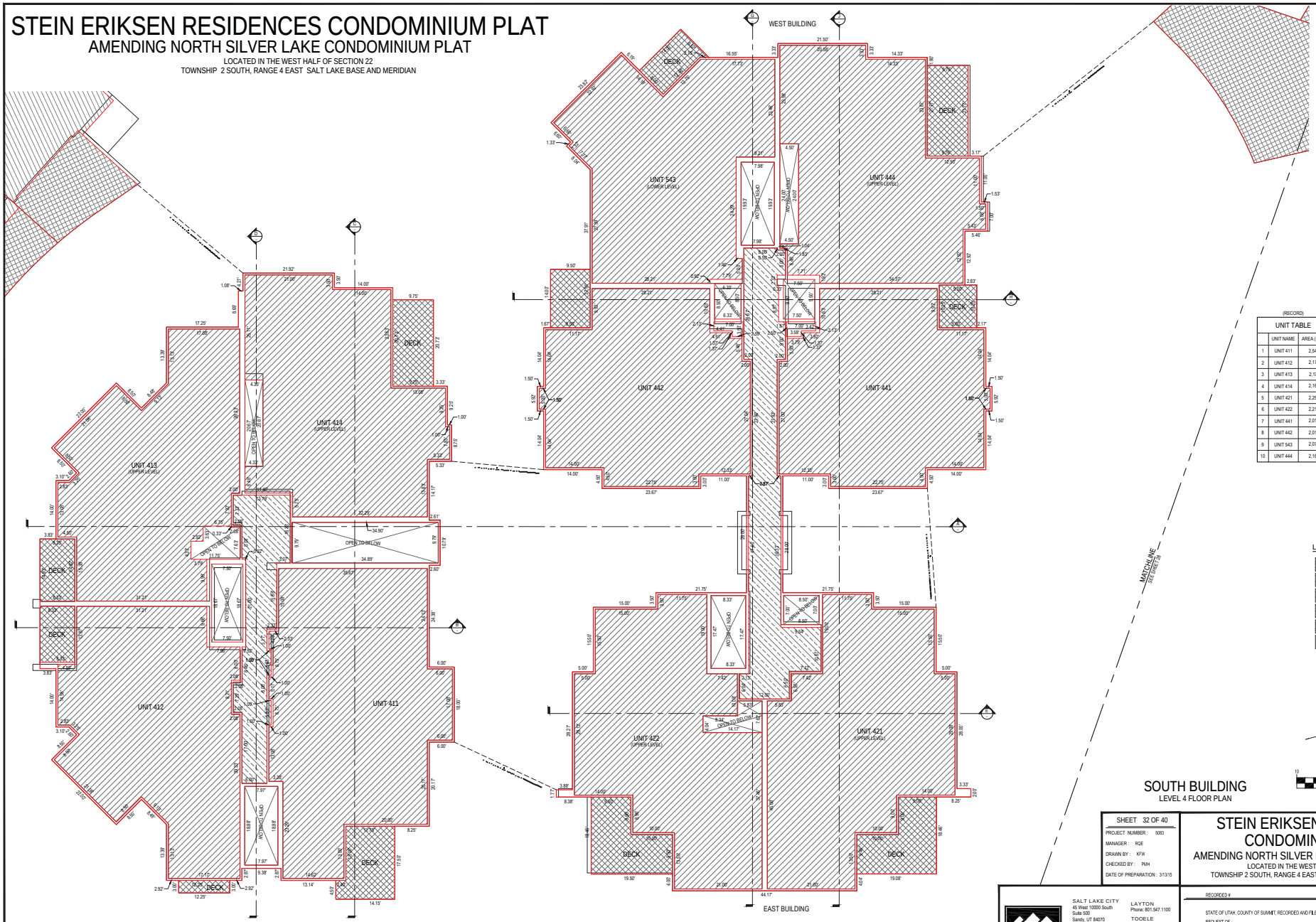
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 411	2,544
2	UNIT 412	2,174
3	UNIT 413	2,171
4	UNIT 414	2,160
5	UNIT 421	2,290
6	UNIT 422	2,210
7	UNIT 441	2,016
8	UNIT 442	2,016
9	UNIT 543	2,079
10	UNIT 444	2,168

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 411	2,541
2	UNIT 412	2,176
3	UNIT 413	2,163
4	UNIT 414	2,179
5	UNIT 421	2,289
6	UNIT 422	2,211
7	UNIT 441	2,006
8	UNIT 442	2,008
9	UNIT 543	2,068
10	UNIT 444	2,151

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SOUTH BUILDING

LEVEL 4 FLOOR PLAN

SHEET 32 OF 40

PROJECT NUMBER : 9383
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 3/13/15

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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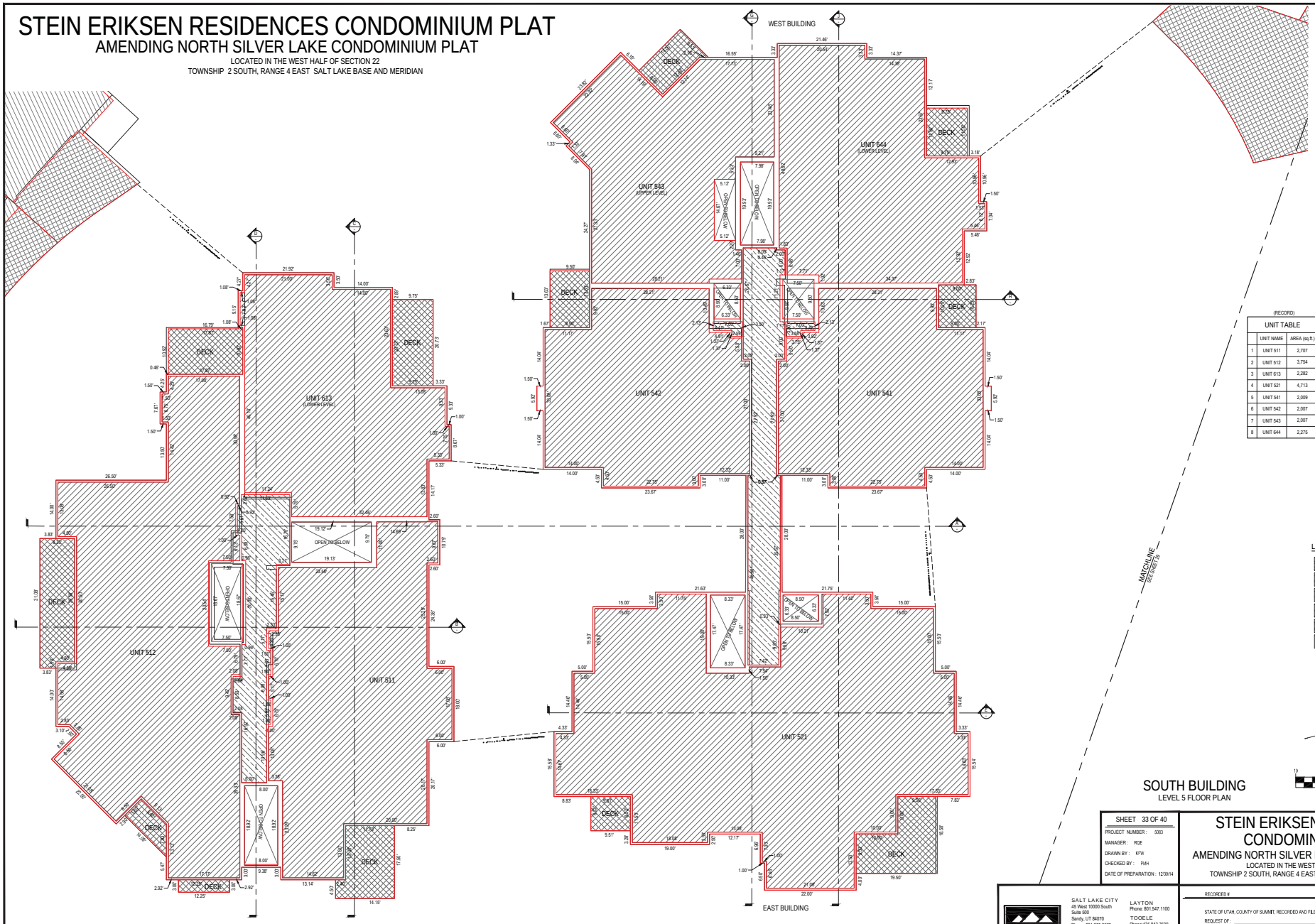
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 511	2,707
2	UNIT 512	3,754
3	UNIT 613	2,282
4	UNIT 521	4,713
5	UNIT 541	2,009
6	UNIT 542	2,007
7	UNIT 543	2,007
8	UNIT 644	2,275

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 511	2,702
2	UNIT 512	3,756
3	UNIT 613	2,277
4	UNIT 521	4,704
5	UNIT 541	1,999
6	UNIT 542	1,998
7	UNIT 543	1,996
8	UNIT 644	2,259

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SOUTH BUILDING

LEVEL 5 FLOOR PLAN

SHEET 33 OF 40

PROJECT NUMBER : 9383
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 12/30/14

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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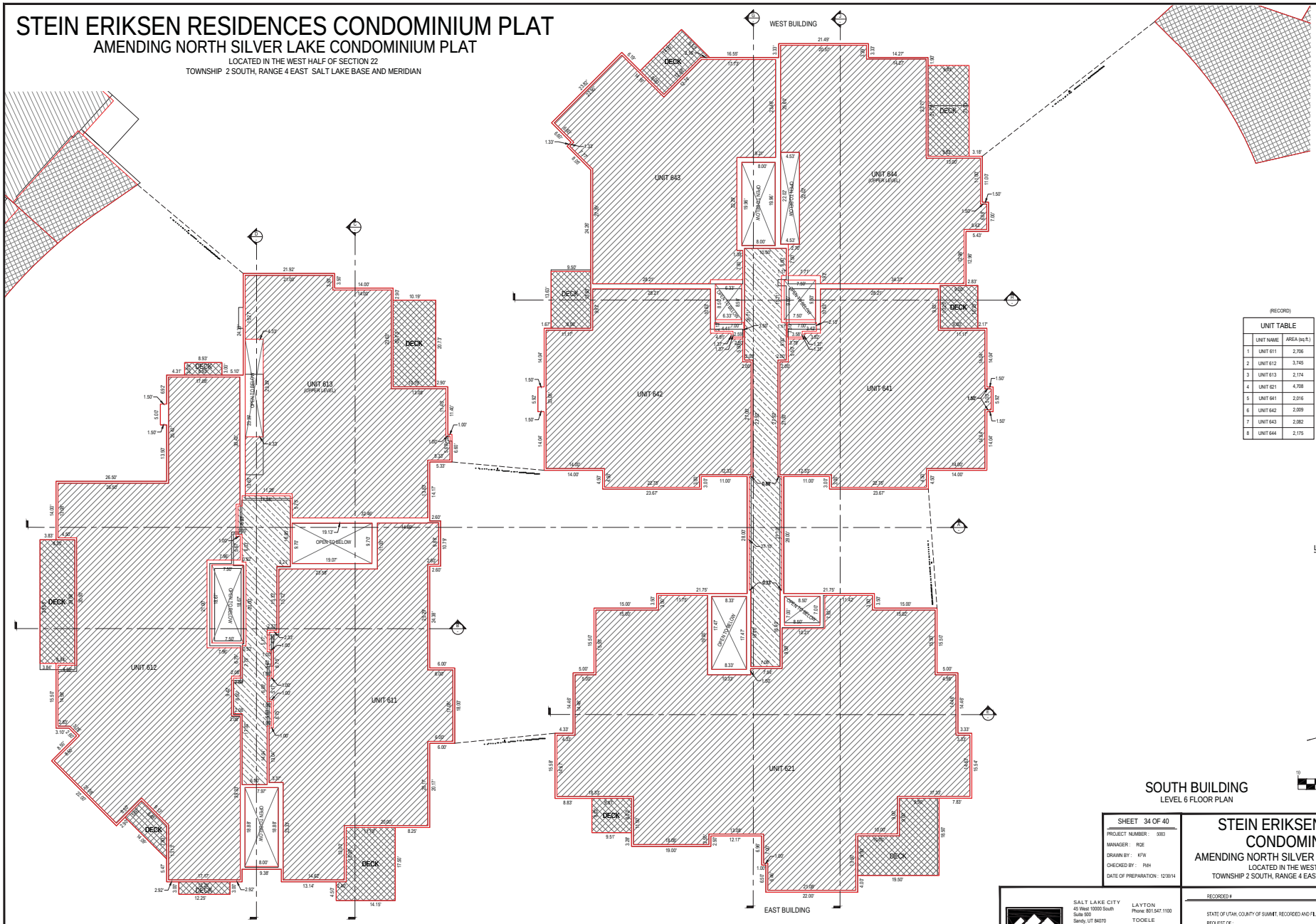
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



(RECORD)

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 611	2,706
2	UNIT 612	3,745
3	UNIT 613	2,174
4	UNIT 621	4,708
5	UNIT 641	2,016
6	UNIT 642	2,009
7	UNIT 643	2,082
8	UNIT 644	2,175

UNIT TABLE		
	UNIT NAME	AREA (sq.ft.)
1	UNIT 611	2,701
2	UNIT 612	3,733
3	UNIT 613	2,166
4	UNIT 621	4,704
5	UNIT 641	2,006
6	UNIT 642	2,000
7	UNIT 643	2,070
8	UNIT 644	2,158

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

SOUTH BUILDING

LEVEL 6 FLOOR PLAN

SHEET 34 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 12/30/14

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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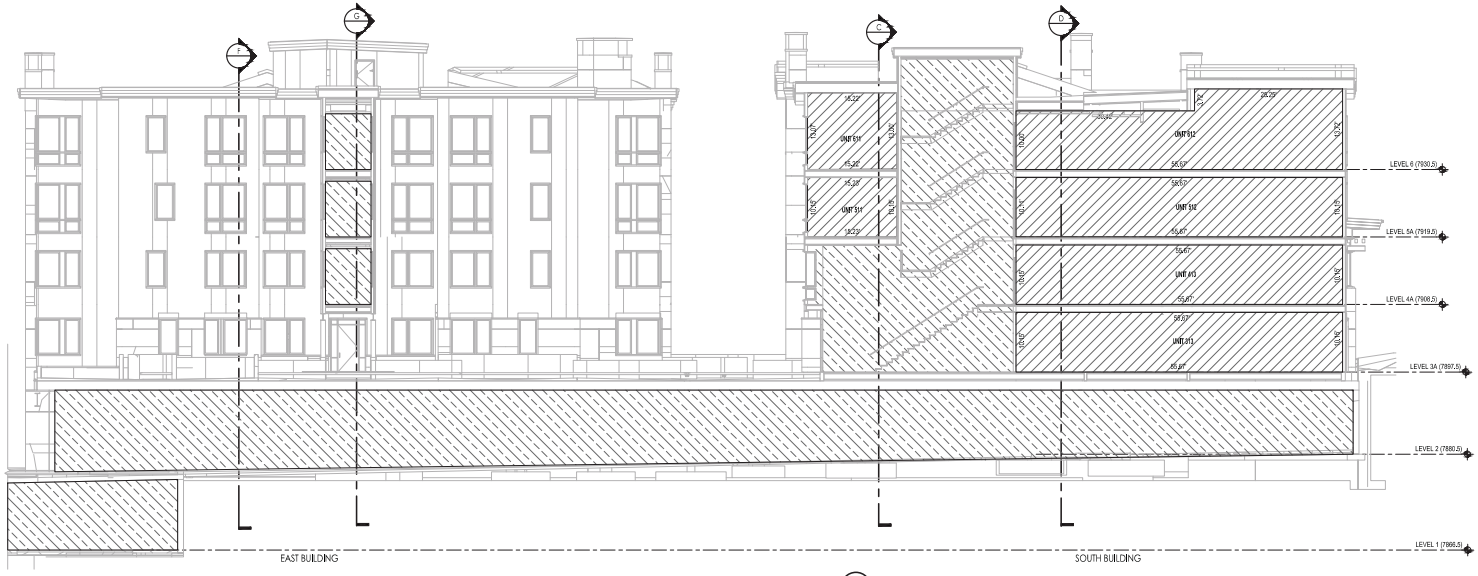
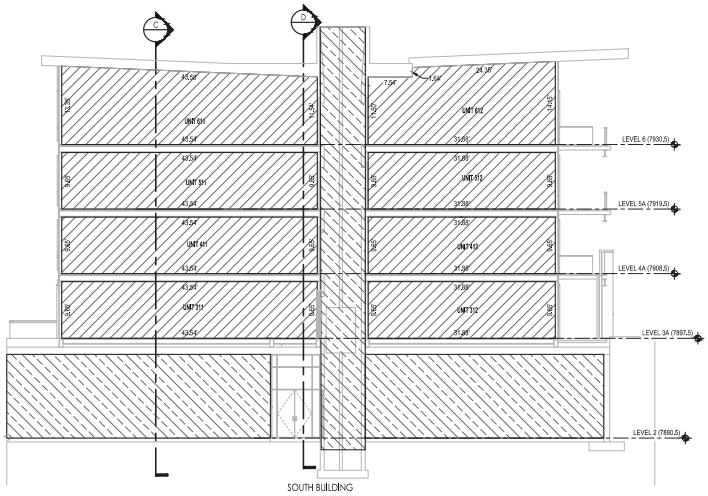
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



BUILDING SECTION A



BUILDING SECTION B

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ. 1 inch = 10 ft.

SHEET 35 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/7/15

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

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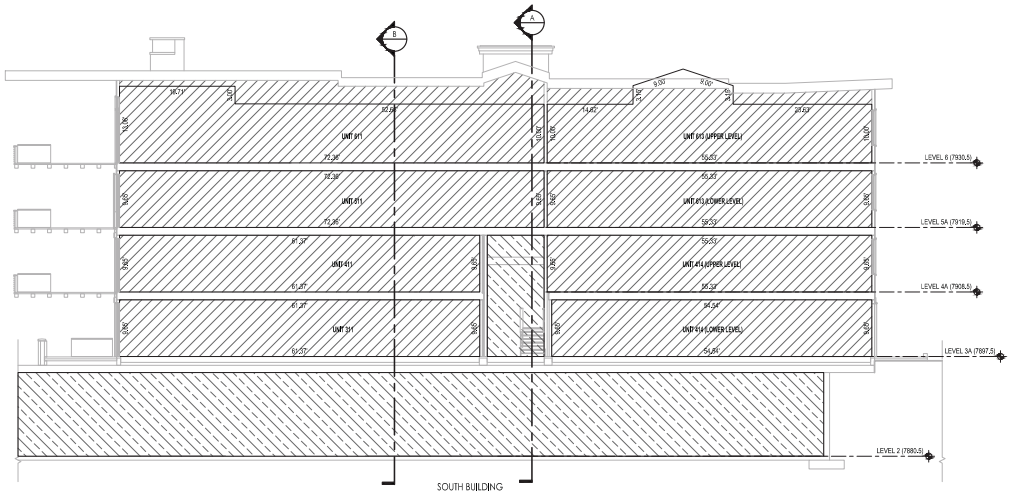
SUMMIT COUNTY RECORDER

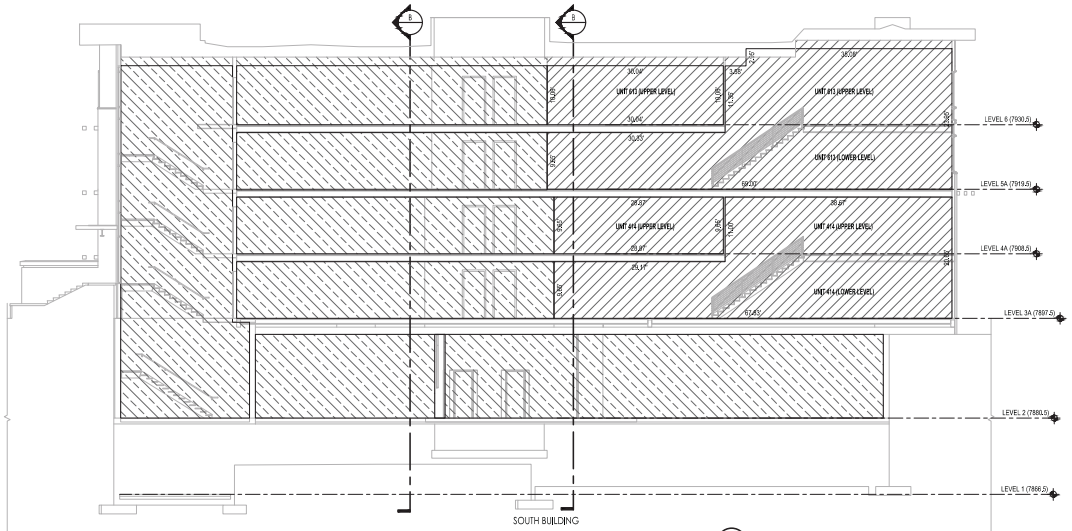
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



BUILDING SECTION C



BUILDING SECTION D

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 36 OF 40

PROJECT NUMBER : 5063
MANAGER : ROE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/7/15

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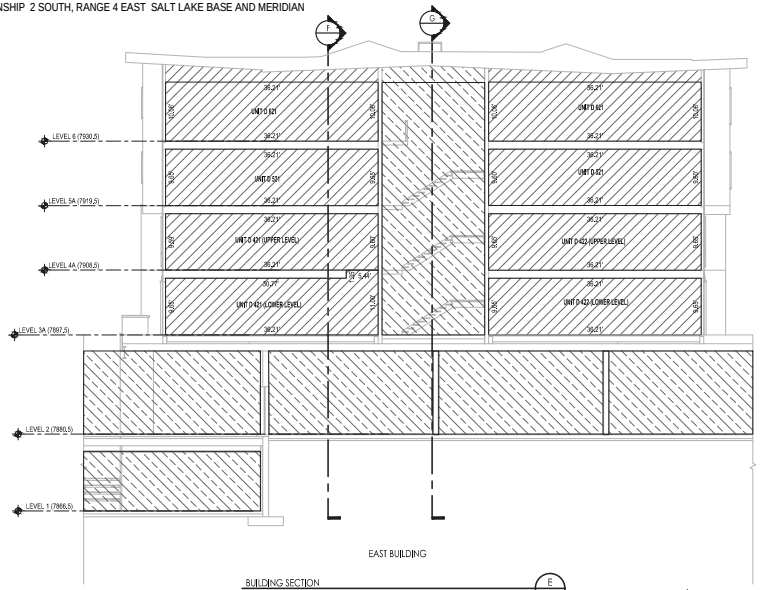
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



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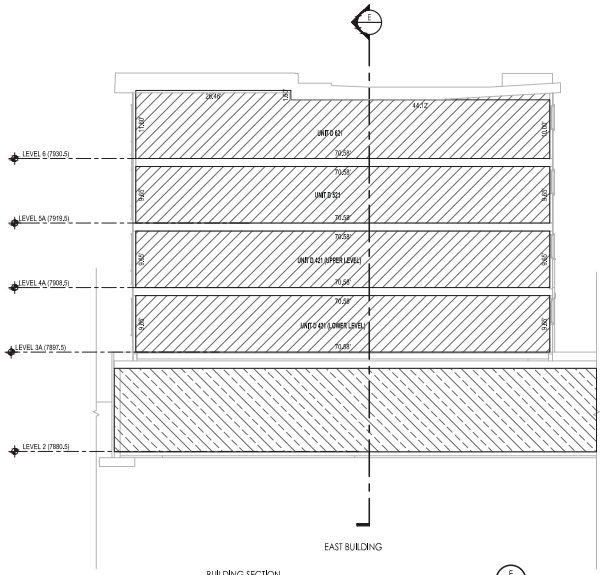
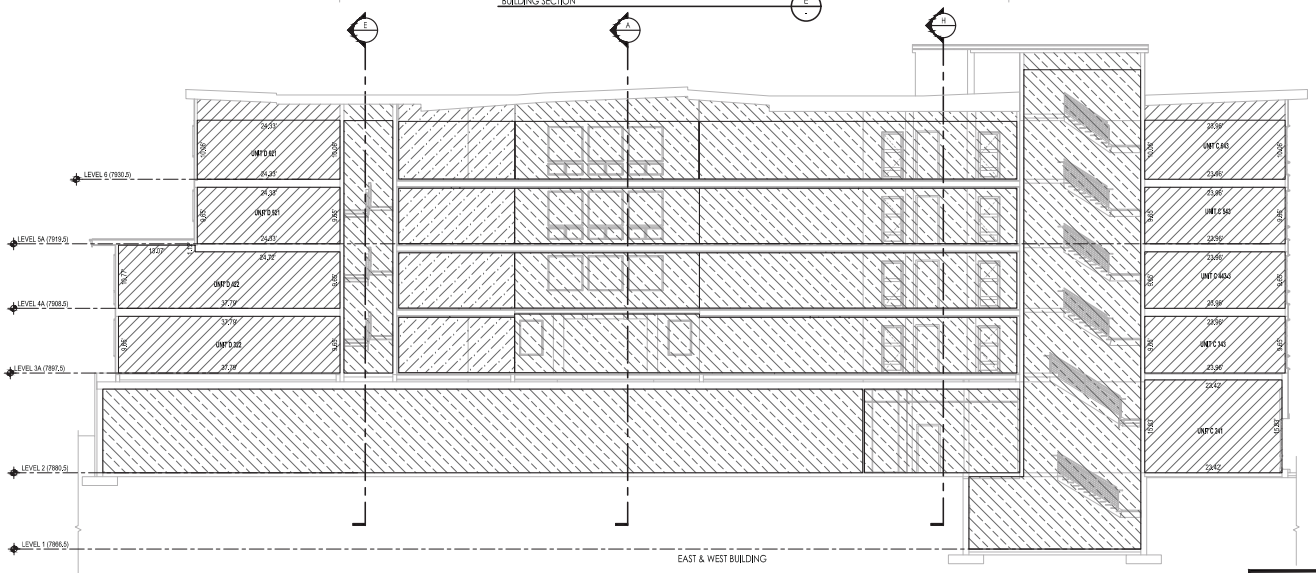


BUILDING SECTION F



BUILDING SECTION G

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/7/15

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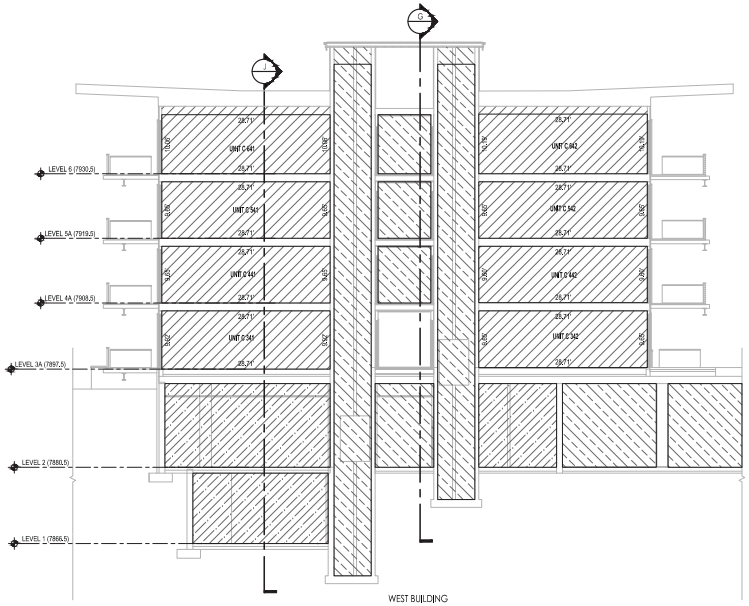
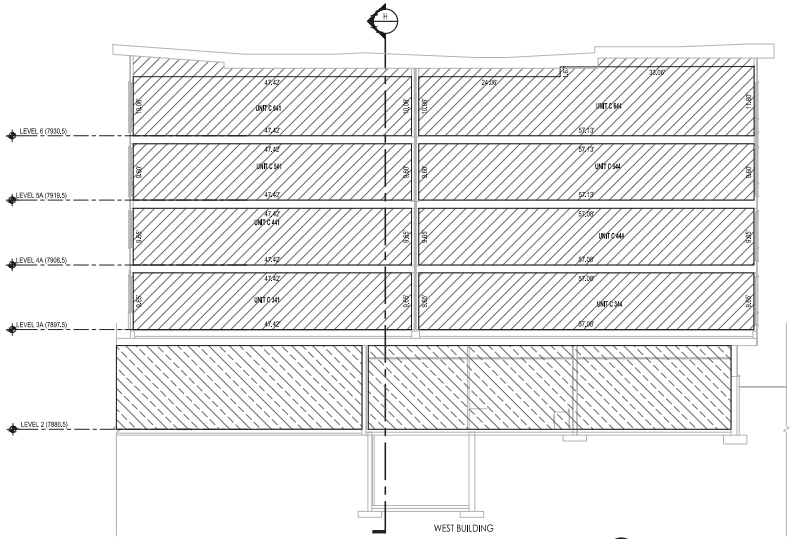
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



BUILDING SECTION H



BUILDING SECTION J

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ. 1 inch = 10 ft.

SHEET 38 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/7/15

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
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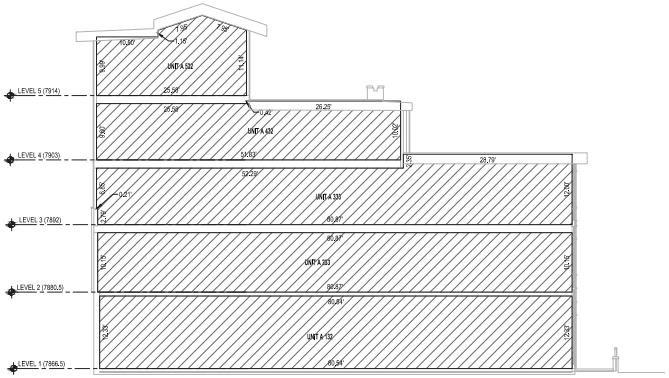
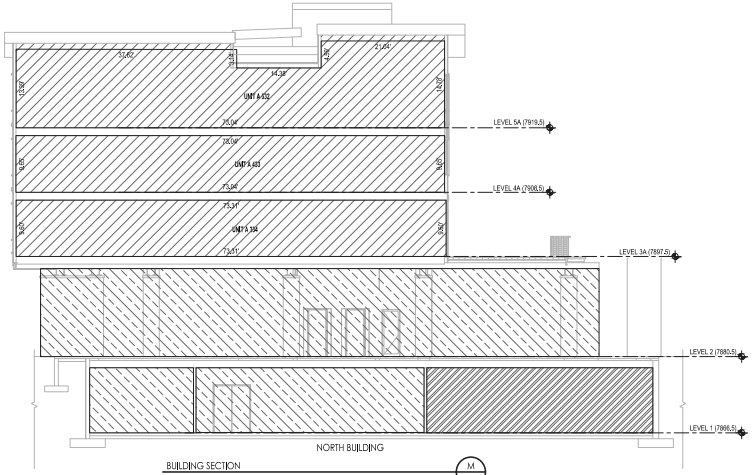
STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

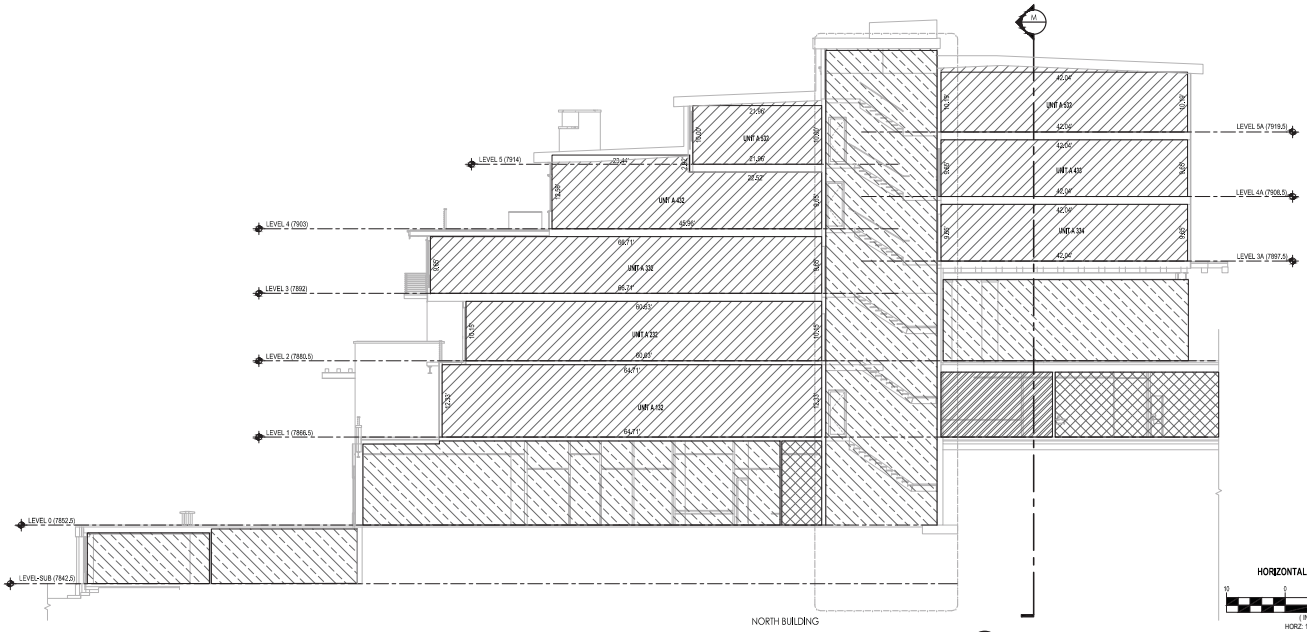
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



BUILDING SECTION K -



BUILDING SECTION M -



BUILDING SECTION L -

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 39 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/7/15

ENSIGN

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Suite 500
Sandy, UT 84070
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TOOELE
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CEDAR CITY
Phone:435.865.1453

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE

REQUEST OF : _____

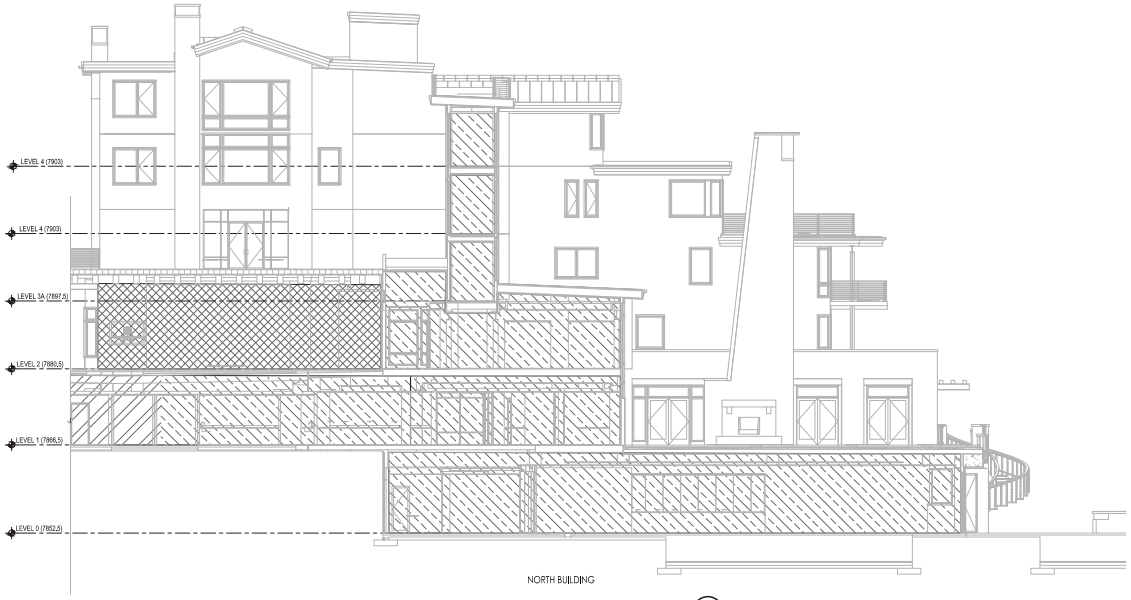
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE _____ SUMMIT COUNTY RECORDER _____

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT

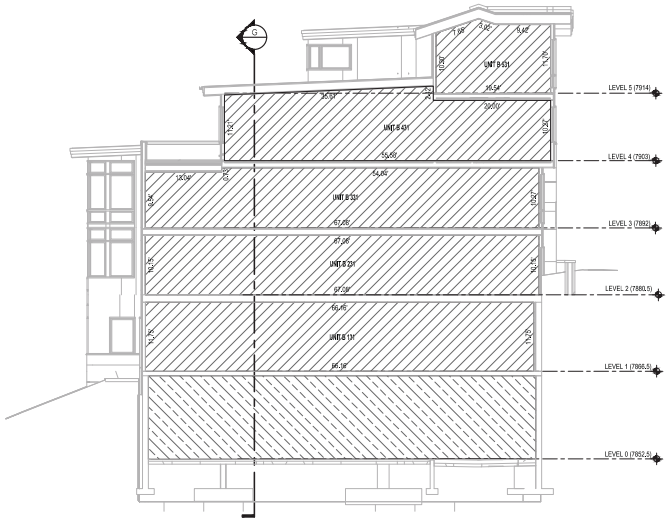
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT

LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN



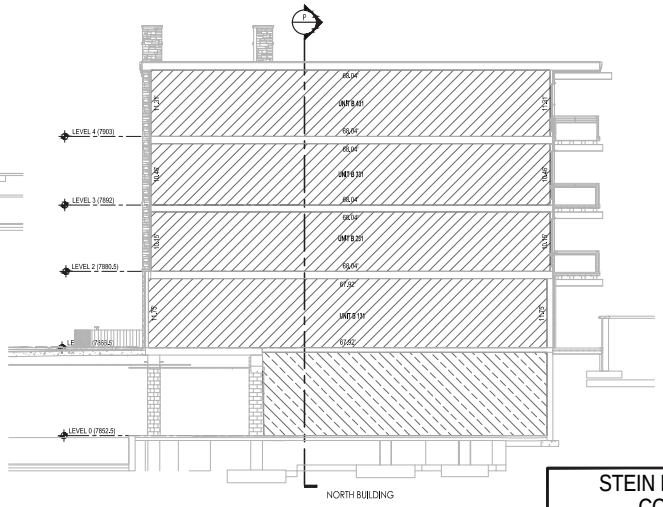
NORTH BUILDING

BUILDING SECTION Q



NORTH BUILDING

BUILDING SECTION P



NORTH BUILDING

BUILDING SECTION N

LEGEND

- COMMERCIAL UNIT
- SUPPORT UNIT
- SUPPORT LIMITED COMMON AREAS AND FACILITIES (SLC)
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ. 1 inch = 10 ft.

STEIN ERIKSEN RESIDENCES CONDOMINIUM PLAT
AMENDING NORTH SILVER LAKE CONDOMINIUM PLAT
LOCATED IN THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

SHEET 40 OF 40

PROJECT NUMBER : 5083
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE OF PREPARATION : 1/7/15

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STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE

REQUEST OF : _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE _____ SUMMIT COUNTY RECORDER _____

North Silverlake Plat Map Amendment
Description of Request/Change:

Due to market demand and buyer request revisions, building envelopes and condo interiors have been adjusted from the existing plat. The building areas are maintained within the CUP approved square footage and exterior envelope revisions are minor. Each floor plan and envelope area has been reviewed through the Park City Building Department and planning department to ensure revisions are within the 2010 approval and then granted permit to proceed with construction.

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PLAN

City Council Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Project Number: **PL-14-02225**
Subject: **North Silver Lake Condominium Plat**
Author: **Francisco Astorga, Planner**
Date: **May 8, 2014**
Type of Item: **Administrative – Condominium Record of Survey**

Summary Recommendations

Staff recommends the City Council hold a public hearing and consider approving the a Condominium Record of Survey for the North Silver Lake Condominium Plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Staff reports reflect the professional recommendation of the Planning Department. The City Council, as an independent body, may consider the recommendation but should make its decisions independently.

Description

Applicant:	SR Silver Lake LLC represented by Rich Lichtenstein
Location:	7101 Silver Lake Drive Lot 2B Subdivision of Lot 2 North Silver Lake
Zoning:	Residential Development (RD) District
Adjacent Land Uses:	Ski resort and residential
Reason for Review:	Condominium Record of Survey Plats are required to be reviewed by the Planning Commission and reviewed and approved by the City Council

Proposal

Under the Deer Valley Resort Master Plan, the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,525 square feet of commercial/support space. In 2010, the Park City Planning Commission approved a Conditional Use Permit (CUP) for the development consisting of fifty four (54) private total units: sixteen (16) detached single family dwellings/duplexes and four (4) condominium buildings containing thirty eight (38) private dwelling units. The applicant requests the approval of their proposed Condominium Record of Survey plat which is consistent with the approved CUP (2010).

Background

On January 10, 2014, a complete application was submitted to the Planning Department requesting approval of the North Silver Lake Condominium Plat located at 7101 Silver Lake Drive in Deer Valley. The site is located in the Residential Development (RD) District. The proposed Record of Survey identifies private and common space and

allows the applicant to sell the units. On March 14, 2014, the application was revised to include twelve (12) stand-alone single family dwelling units and (1) stand-alone duplex dwelling (containing 2 units) and forty (40) units within the main four (4) condominium buildings (the footprint of the main buildings will not change) instead of the original ten (10) stand-alone single family dwelling units and three (3) stand-alone duplex (containing 2 units each) dwellings equating to sixteen (16) units and thirty eight (38) units within the main four (4) condominium buildings.

A subdivision plat, known as the North Silver Lake Subdivision, was recorded in 1993. The subdivision created two (2) lots of record. According to this subdivision, Lot 2 was contemplated for further subdivision and future development. The Lot 2 North Silver Lake Subdivision was recorded in 1997. This subdivision further amended Lot 2 into four (4) separate Lots A - D. In 2005, the North Silver Lake Lodge Record of Survey Plat was recorded. That Plat subdivided Lot 2B into six (6) units and it identified convertible land for future development of the remaining land.

At this time, the applicant requests to replace the North Silver Lake Lodge Record of Survey Plat (2005) with the proposed North Silver Lake Condominium Plat. The proposed Condominium Record of Survey plat identifies private, limited common, common areas, etc., within the project. All buildings are fully depicted. The current recorded plat, North Silver Lake Lodge Record of Survey Plat (2005), will be retired when this one is recorded.

This Condominium Plat was originally noticed for the February 12, 2014, Planning Commission meeting. Due to a personal matter, which required the absence of the project planner, the applicant requested the Planning Commission continue the Condo Plat and a request for a Condition Use Permit modification for Lockout Units to the following Planning Commission meeting on February 26.

On February 26, 2014, the Planning Commission approved the applicant's request of thirty eight (38) Nightly Rental Lockout Units modifying the Conditional Use Permit (CUP) approved by the City in 2010. The modified CUP is subject to the findings of fact, conclusion of law, and conditions of approval of the Planning Commission action letter dated March 3, 2014. See Exhibit F.

During the February 26, 2014, meeting the applicant and a group of neighbors stipulated to specific conditions of approval that were approved by the Planning Commission and reflected on the March 3, 2014, Planning Commission action letter. Since then, the applicant and the same group of neighbors have also stipulated to certain conditions related to this Condo Plat application, which have been incorporated as specific provisions within the CC&Rs and updated by the applicant and would be recorded concurrently with the proposed Condo Plat. This item was continued to the April 9, 2014, Planning Commission meeting at the request of the applicant and neighbors.

During the April 9, 2014, Planning Commission meeting the Commission forwarded a positive recommendation to City Council. The recommendation consisted of a unanimous vote.

Open Space issues addressed by 2010 Quasi-Judicial Appeal of CUP Application
Under the Deer Valley Resort Master Plan Development (MPD), the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,525 square feet of commercial and support space. The Deer Valley MPD requires that all developments are subject to the conditions and requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of LMC Section 15-1-10.

The original CUP application was before Planning Commission several times and approved in July 2009. That CUP was appealed. The City Council reviewed the appeal in October/November 2009 and remanded it to the Planning Commission with specific items included in the Order to be addressed**.**

The Planning Commission reviewed the remand during several Planning Commission work sessions and meetings in 2009 and 2010 to address the Order and findings of the City Council. The Planning Commission approved the revised CUP on April 28, 2010.

That approval was appealed by two separate parties, Eric Lee and Lisa Wilson. The City Council reviewed the appeal June 24, 2010. At that hearing, the Council reviewed the open space issue and found that the sixty percent open space requirement for the project has been met. The open space of the current design is 70.6%. Within the Deer Valley MPD, the applicant is allowed to utilize the open space of lot 2D toward the total open space calculation for the project. The specific findings regarding this issue found in the July 1, 2010, order state:

> 8. Within the Deer Valley MPD development parcels exhibit there is a note for the NSL Subdivision Lot 2D Open Space stating “This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.” Lot 2D is 4.03 acres in size.
>
> 9. Within the original North Silver Lake Subdivision, the Bellemont subdivision was allowed to also utilize Lot 2B towards the 60% open space requirement. The Bellemont Subdivision utilized ¼ acre of the Lot 2B parcel to comply with the open space requirement. [sic – this should have read Lot 2D]
>
> 10. The current application site plan contains 70.6% of open space on the site including the remainder 3.78 acres of open space on Lot 2D.

On July 1, 2010, the City Council ratified their decision on the appeal and modified the Planning Commission Findings of Fact, Conclusions of Law, Conditions of Approval and Order with minor corrections to the findings and conditions.

Under the current application, Staff received public comments regarding open space miscalculations which had already been addressed in the July 1, 2010, City Council order. All conditions of approval of the City Council's July 1, 2010, order shall continue to apply under this approval.

The applicant has submitted a master site plans showing the open space which calculated to the 70%. See Exhibit H.

District Purpose

The purpose of the Residential Development (RD) District is to:

A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities;
B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services;
C. allow commercial and recreational activities that are in harmony with residential neighborhoods;
D. minimize impacts of the automobile on architectural design,
E. promote pedestrian connections within Developments and between adjacent Areas; and
F. provide opportunities for variation in architectural design and housing types.

Analysis

The proposed Condominium Record of Survey memorializes condominium units, common area, and limited common area for the development. The proposed plat identifies the private area, limited common area, support limited common area and facilities, and common area that allows the units to be sold individually.

The proposed Condominium Record of Survey consists of twelve (12) single-family dwellings; one (1) duplex dwellings with two (2) units, forty (40) multi-unit dwellings, two (2) American with Disabilities Act (ADA) compliant units (platted as common areas), three (3) support commercial units, and corresponding common areas and facilities, limited common areas and facilities, support unit, and commercial units. The boundary lines of each private unit are set forth on the proposed plat.

The size of the private units within the multi-unit dwelling ranges from 2,007 – 7,075 square feet. The size of the stand alone units as the single family dwellings and duplex range from 5,046 – 8,591 square feet. See table below showing the dwelling type, private square footage, and number of floors of units 1-14:

Unit #	Dwelling type	Private square footage	Number of floors
1	SFD	6,505	4
2	SFD	5,851	4
3	Duplex	5,824	3
4	Duplex	5,824	3

5	SFD	6,559	3
6	SFD	8,589	3
7	SFD	6,529	3
8	SFD	8,591	3
9	SFD	6,296	3
10	SFD	6,180	4
11	SFD	6,706	4
12	SFD	6,431	5
13	SFD	5,046	3
14	SFD	6,646	3

The Record of Survey includes: limited common areas consisting of decks, roofs, driveways, etc.; support limited common areas and facilities consisting of the private road, patio, exercise area, lockers, swimming pool, lobby, lounge, etc.; support unit consisting of the lobby; and the three (3) support commercial units identified as:

- Unit C-1: ski rentals, 817 square feet
- Unit C-2: spa, 852 square feet
- Unit C-3: dining area, 3,244 square feet

These support commercial areas mentioned above and all of the other amenities identified on the plat are for the exclusive use of the unit owners and their visitors, e.g. the only patrons allowed to use the spa, lockers, and the dining areas, are patrons staying at the development through the ownership or possible rental of the private units onsite. The Deer Valley Master Planned Development allocated 14,525 square feet of commercial/support commercial for the Silver Lake Community. Per the 2010 approved CUP, the applicant requested to accommodate 5,140 square feet of support commercial space. At this time the updated CUP plans and Record of Survey indicates a combined support commercial area of 4,913 square feet.

Staff finds good cause for this Condominium Record of Survey as it reflects the approved CUP for the development.

<u>Height of the single family dwellings and duplexes</u>
After reviewing the previous staff reports and minutes, staff identified that the single family and duplex dwellings along the periphery of the site are substantially beneath the allowed height of 45 feet. The applicant's representative indicated that their proposal was designed to put all the units on the perimeter of the project at 33 feet maximum height. The larger buildings in the center are designed at 50 feet. This is reflected on the August 13, 2008, Planning Commission staff report and meeting minutes.

During the October 22, 2008, Planning Commission meeting it was indicated that the homes on the perimeter were designed to be 33 feet above grade from natural grade; two units on steep grade. It was also noted that there are units where the buildings would be between 33 and 40 feet tall to create variation in the roof forms. These homes

create a scale more compatible to the surrounding single family homes than the four centralized condominiums.

During the February 25, 2009, Planning Commission the applicant's architect reviewed a fog study and talked about the massing of the project. It was stated that the applicants took it upon themselves to apply a 33 foot height limit. That same staff report indicated the following:

> *Height limitation: As previously mentioned, the applicant has self-imposed a 33 foot height limitation for the periphery detached homes in an effort to create compatibility with the adjacent projects. The larger stacked flat condominiums are 50 feet in height. They are located within the center of the project and to the north adjacent to open space. The new location of the larger buildings creates less impact on the adjacent neighbors and less impermeable surface area than the previous site plans.*

During the May 27, 2009, Planning Commission, Planner Cattan reported that part of the master plan is a 45 foot height limit with an additional five feet for pitched roofs. She presented a display showing a 33 foot cloud over existing grade and noted that the applicant has self-imposed a 33 foot height limitation around the periphery. The project is above 33 feet in the central four units and in small portions around the periphery. For the most part they stayed under the self-imposed 33 foot height limit. The allowed height is 45 feet maximum. The Planning Commission commended the applicant on the effort put forth to reduce heights along the periphery to match the adjacent zone height of 33 feet above existing grade. The same was discussed during the July 08, 2009, Planning Commission meeting and the November 12, 2012, City Council meeting. Exhibit G – 2009 Fog Study was presented to the Planning Commission during the May 27, 2009, Planning Commission meeting.

On March 14, 2014, the applicant submitted a schematic site, floor, and elevation plans to reflect the 33 foot limit for the purpose of comparing the various plans, fog studies, etc., similar to the one above to ensure that the height of all structures matched what the City approved. This includes the self-imposed height condition of the single family dwellings and duplexes as the CUP was approved with this understanding. The proposed Record of Survey shall indicate the appropriate heights per the previous minutes, staff reports, and submitted exhibits reflect such self-imposed regulation. On May 1, 2014, the applicant updated the schematic plans submitted on March 14. Staff has identified that the structures are in substantial compliance with the 2009 fog study. Staff recommends that the City Council add a condition of approval indicating that the proposed Record of Survey shall indicate the appropriate heights per the previous minutes, staff reports, and submitted exhibits reflect such self-imposed regulation.

<u>Density</u>
The 2010 approved CUP include the fifty-four (54) units in the form of sixteen (16) single family dwellings/duplex and thirty eight (38) units within the multi-unit dwellings. The applicant with the agreement from a group of neighbors is shifting that density

slightly and requesting to plat twelve (12) single family dwellings, one duplex with two (2) units, totaling fourteen (14) dwelling units and forty (40) units within the same multi-unit dwelling. The footprint and size of the multi-unit dwelling is not expanding. The applicant requests to add the two (2) units from the single family dwelling/duplex pool. Staff does not find any detrimental impacts with this modification as the plat will still be in substantial compliance with the 2010 CUP, the size of the multi-unit dwelling is not expanding, and the overall density will remain at fifty-four (54) units.

Department Review

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

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record.

Public Input

Lisa Wilson has submitted comments in opposition of the condominium plat. See Exhibit G – Public Comments.

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 15-1-18.

Alternatives

- The City Council may approve the North Silver Lake Condominium Plat as conditioned or amended; or
- The City Council may deny the North Silver Lake Condominium Plat and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on North Silver Lake Condominium Plat; 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 impacts on the City from this application.

Consequences of not taking the Suggested Recommendation

The Condominium Record of Survey would not reflect the approved 2010 CUP development. The owner would not be able to sell private units.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving the a Condominium Record of Survey for the North Silver Lake Condominium Plat based on

the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Proposed Ordinance with Proposed Condominium Record of Survey
Exhibit B – Project Description
Exhibit C – North Silver Lake Subdivision (1993)
Exhibit D – Lot 2 North Silver Lake Subdivision (1997)
Exhibit E – North Silver Lake Record of Survey Plat (2005)
Exhibit F – Planning Commission Action Letter dated March 4, 2014
Exhibit G – Public Comments
Exhibit H – Master Site Plan, Open Space
Exhibit I – 2009 Fog Study

Ordinance No. 14-XX

AN ORDINANCE APPROVING THE NORTH SILVER LAKE CONDOMINIUM PLAT LOCATED AT 7101 SILVER LAKE DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the North Silver Lake Condominium Record of Survey Plat, located at 7101 Silver Lake Drive have petitioned the City Council for approval of an amended and restated condominium record of survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on February 12, 2014, February 26, 2014, and April 9, 2014 to receive input on the North Silver Lake Condominium Record of Survey Plat record of survey plat;

WHEREAS, the Planning Commission, on April 9, 2014, forwarded a positive recommendation to the City Council;

WHEREAS, the City Council on May 8, 2014 conducted a public hearing to receive input on the North Silver Lake Condominium Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the North Silver Lake Condominium Plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. North Silver Lake Condominium 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 site is located at 7101 Silver Lake Drive.
2. The site is located in the Residential Development (RD) District.
3. A subdivision plat, known as the North Silver Lake Subdivision, was recorded in 1993. The subdivision created two (2) lots of record. According to this subdivision, Lot 2 was contemplated for further subdivision and future development.
4. Lot 2 North Silver Lake Subdivision was recorded in 1997. This subdivision

further amended Lot 2 into four (4) separate lots. This record of survey plat is development of Lot 2B of the Lot 2 North Silver Lake Subdivision plat.

5. In 2005 the North Silver Lake Lodge Record of Survey Plat was recorded. This Plat subdivided Lot 2B into six (6) condominium units and identified convertible land
6. At this time the applicant requests to replace the North Silver Lake Lodge Record of Survey Plat (2005) with the proposed Record of Survey. Upon recordation of this current condominium plat, the North Silver Lake Lodge Record of Survey plat (2005) shall be retired.
7. The proposed Condominium Record of Survey plat identifies private, limited common, common areas, etc., within the project.
8. Under the Deer Valley Resort Master Plan the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,525 square feet of commercial and support space.
9. In 2010 the Park City Planning Commission approved a Conditional Use Permit (CUP) for the development consisting of fifty four (54) private total units.
10. The proposed Condominium Record of Survey Plat amends Lot 2B of North Silver Lake Subdivision.
11. The boundary lines of each private unit are set forth on the proposed plat. The proposed Condominium Record of Survey plat consists of twelve (12) single-family dwellings, one (1) duplex unit, forty (40) multi-unit dwellings, two (2) American with Disabilities Act (ADA) compliant units (platted as common areas), three (3) commercial units, and corresponding common areas and facilities, limited common areas and facilities, support unit, and commercial units.
12. The support commercial areas mentioned above and all of the other amenities identified on the plat are for the exclusive use of the unit owners and their visitors, e.g. the only patrons allowed to use the spa, lockers, and the dining areas, are patrons staying at the development through the ownership or possible rental of the private units.
13. The Deer Valley Master Planned Development allocated 14,525 square feet of commercial/support commercial for the Silver Lake Community.
14. The 2010 approved CUP accommodated 5,140 square feet of support commercial space.
15. At this time the updated CUP plans and this Record of Survey indicates a combined area of 4,913 square feet of support commercial.
16. All findings in the analysis section of the staff report are incorporated herein.
17. The 2010 approved CUP include the fifty-four (54) units in the form of sixteen (16) single family dwellings and 38 units within the multi-unit dwellings.
18. Currently the applicant is requesting to plat twelve (12) single family dwellings, one duplex with two (2) units, totaling fourteen (14) dwelling units and forty (40) units within the same multi-unit dwelling.
19. The size of the multi-unit dwelling footprint is not expanding. The overall density is not increasing as the applicant requests to add the two (2) units from the single family dwelling/duplex pool.
20. The condominium record of survey plat is in substantial compliance with the 2010 CUP. The size of the multi-unit dwelling is not expanding, and the overall density

will remain at fifty-four (54) units.

Conclusions of Law:

1. There is good cause for this Condominium Record of Survey.
2. The Condominium Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium record of survey plats.
3. Neither the public nor any person will be materially injured by the proposed condominium record of survey plat.
4. Approval of the condominium record of survey plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
5. The condominium record of survey plat is consistent with the approved North Silver Lake Conditional Use Permit.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the condominium record of survey 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 condominium 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 complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A note shall be added to the plat referencing that the conditions of approval of the Deer Valley MPD and the 2010 North Silver Lake CUP apply to this plat.
4. The applicant shall be responsible of filing the proper documentation with Summit County to retire the North Silver Lake Lodge Record of Survey Plat recorded in 2005 prior to recordation of this plat.
5. All conditions of approval of the City Council's July 1, 2011 order on the Conditional Use appeal shall continue to apply.
6. All conditions of approval of the Planning Commission's February 26, 2014 action modifying the CUP to allow Lockout Units shall continue to apply.
7. The proposed Record of Survey shall indicate the appropriate heights per the previous minutes, staff reports, and submitted exhibits reflect such self-imposed regulation.

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

PASSED AND ADOPTED this ____ day of _____, 2014.

PARK CITY MUNICIPAL CORPORATION

PROJECT AND PLAT DESCRIPTION

North Silver Lake Condominiums

This is an application for the approval of a condominium plat for North Silver Lake Condominiums.

Lot 2B of the North Silver Lake subdivision was originally created pursuant to the plat entitled "Subdivision of Lot 2 North Silver Lake Subdivision", which was recorded on September 18, 1997. The plat submitted with this application is a further subdivision of Lot 2B, in accordance with the terms and conditions of a Conditional Use Permit approved on July 1, 2010 ("CUP"). The CUP authorized the development on this property of 54 units, consisting of 16 single-family homes (in detached or duplex configurations) and four stacked condominium buildings containing 38 additional residential condominium units. The stacked condominium buildings also include 3 commercial condominium units and 1 support condominium unit.

This plat divides the property into 54 condominium units and common areas including: (i) 4 single family units, (ii) 3 duplex buildings each with 2 units, (iii) 6 units currently shown as 2-dimensional lots that will be amended later to depict the 3-dimensional unit locations, (iv) 38 stacked flats in 2 buildings (North Lodge Building and South Lodge Building), and (v) a private road that is part of the common area. The condominium buildings have been designed to be consistent with the project plans submitted with, and approved as part of, the 2010 CUP.

Lot 2B is currently encumbered by a Record of Survey Plat for North Silver Lake Lodge that was recorded on April 19, 2005. That plat will be terminated of record immediately prior to the recordation of the condominium plat submitted with this application.

RECEIVED
JAN 10 2014

Sub
Exhibit C – North Silver Lake Subdivision (1993)

SURVEYOR'S CERTIFICATE

I, JACK HARMON, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NUMBER 8934, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTIES, AS SHOWN HEREON:

JACK HARMON L.S. 8934 — DATE 1-18-93

REGISTERED LAND SURVEYOR JACK M. HARMON 8934 STATE OF UTAH

LEGAL DESCRIPTION – TOTAL BOUNDARY

Beginning at a point which is 1994.18 feet North and 711.87 feet East of the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base & Meridian, (Historical position, said section corner does not exist) said point also being on the Easterly right-of-way line of Silver Lake Drive the following seven courses being along said right-of-way line: 1) thence N 22°00'00" W 428.41 feet to a non-tangent curve concave Easterly and having a radius of 472.50 feet (center bears N 68°38'00" E); 2) thence Northerly along said curve through a central angle of 37°13'37" an arc distance of 307.04 feet; 3) thence N 15°14'04" E 578.06 feet to a non-tangent curve concave Southerly and having a radius of 262.75 feet (center bears S 75°04'43" E); 4) thence Northerly and Easterly along said curve through a central angle of 97°10'34" an arc distance of 445.64 feet; 5) thence S 67°34'06" E 178.94 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 175.00 feet; 6) thence Southeasterly along said curve through a central angle of 14°00'00" an arc distance of 247.11 feet; 7) thence S 53°33'06" E 143.15 feet, said point also being the Northwest corner of lot 29 Evergreen Subdivision; thence along said lot line S 23°36'31" W 156.70 feet; thence along said lot line S 50°34'32" E 116.30 feet to the common corner of lots 29,28 Evergreen Subdivision; thence S 74°10'50" E 40.71 feet to the Southeast corner of lot 28 Evergreen Subdivision; thence S 40°53'09" W 185.90 feet; thence S 36°33'18" W 99.26 feet; thence S 30°56'43" W 118.34 feet to a point on a 140.00 foot radius curve concave Southeasterly (center bears S 50°11'34" E) on the Northerly right-of-way line of Silver Lake Drive, the following seven courses being along said right-of-way line: 1) thence along said curve through a central angle of 84°49'30" an arc distance of 207.27 feet; 2) thence S 04°58'36" W 284.99 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 499.89 feet; 3) thence Southwesterly along said curve through a central angle of 35°00'00" an arc distance of 305.24 feet; 4) thence S 40°00'00" W 59.81 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 200.13 feet; 5) thence along said curve through a central angle of 40°00'00" an arc distance of 174.68 feet to a point of reverse curvature (a radial through said point bears S 50°00'00" E), said point being the beginning of a curve, tangent, concave Southeasterly and having a radius of 60.00 feet; 6) thence Southwesterly along said curve through a central angle of 70°00'00" an arc distance of 118.06 feet; 7) thence S 20°00'00" W 15.00 feet to a point on a non-tangent curve concave Northerly having a radius of 791.88 feet (center bears N 14°53'45" E), said point also being on the Northerly right-of-way line of Royal Street East, the following two courses being along said right-of-way line: 1) thence along said curve through a central angle of 06°51'32" an arc distance of 95.06 feet; 2) thence N 89°08'00" W 40.00 feet; thence N 30°00'48" W 317.08 feet to a point on a non-tangent curve concave Northwesterly having a radius of 115.00 feet (center bears N24°30'40" E), said point also being on the Southerly right-of-way line of Royal Street; thence along said right-of-way line through a central angle of 43°28'30" an arc distance of 87.19 feet to a point on the Easterly right-of-way line of Silver Lake Drive, the following two courses being on said right-of-way line: 1) thence S 31°45'00" E 12.88 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 30.00 feet; 2) thence along said curve through a central angle of 150°12'00" an arc distance of 248.12 feet to the point of beginning.

TOTAL PARCEL CONTAINS 26.62 ACRES

LEGAL DESCRIPTION – LOT 1

Beginning at a point which is 3180.71 feet North and 1115.46 feet East of the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base & Meridian, (Historical position, said section corner does not exist), said point also being on the Southerly right-of-way line of Silver Lake Drive; thence S 12°49'43" W 284.49 feet; thence S 63°24'23" W 87.84 feet to a point on a non-tangent curve concave Southeasterly having a radius of 100.00 feet (center bears S 06°27'31" W); thence along said curve through a central angle of 36°27'31" an arc distance of 67.12 feet; thence S 58°02'00" W 58.66 feet to the beginning of a tangent curve concave Northwesterly having a radius of 28.00 feet; thence along said curve through a central angle of 20°30'00" an arc distance of 10.28 feet; thence S 78°32'00" W 58.96 feet to the beginning of a tangent curve concave Southwesterly having a radius of 192.00 feet; thence along said curve through a central angle of 72°00'00" an arc distance of 241.31 feet; thence S 04°30'00" W 60.40 feet; thence S 82°44'36" W 3.42 feet to a point on the Easterly right-of-way line of Silver Lake Drive (the following four courses being along said right-of-way line); said point also being a point on a non-tangent curve concave Easterly having a radius of 472.50 feet (center bears N 82°44'36" E): 1) thence along said curve through a central angle of 37°13'37" an arc distance of 307.04 feet; 2) thence N 15°14'04" E 578.06 feet to a point on a non-tangent curve concave Southeasterly having a radius of 262.75 feet (center bears S 75°04'43" E); 3) thence along said curve through a central angle of 97°10'34" an arc distance of 445.64 feet; 4) thence S 67°34'06" E 133.76 feet to the point of beginning.

LOT 1 CONTAINS 4.62 ACRES

LEGAL DESCRIPTION – LOT 2

Being the Total Boundary per the map, except for Lot 1

LOT 2 CONTAINS 22.00 ACRES

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned is the Owner of the herein described tract of land, and hereby causes the same to be divided into lots, together with easements as set forth on the attached plat, hereafter to be known as NORTH SILVER LAKE SUBDIVISION.

Also, the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Sewer Improvement District, Park City Fire Protection District and Summit County a non-exclusive easement over the utility easements shown on the plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement.

Executed this 18 day of January, 1993
DEER VALLEY RESORT COMPANY, a Utah Limited Partnership,
By: ROYAL STREET OF UTAH, a Delaware Partner
By: Robert W. Wells, Vice President

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT

On the 18 day of January 1993 personally appeared before me Robert W. Wells, who, being by me duly sworn did say that he is a Vice President of ROYAL STREET OF UTAH, a Utah Corporation, which is a General Partner of DEER VALLEY RESORT COMPANY, a Utah Limited Partnership, and that the within and foregoing Owner's Dedication and Consent to Record was signed on behalf of said corporation and said general partner, and said Robert W. Wells duly acknowledged to me that the partnership executed the same.

Notary Public: Jean M. Hendon
My commission expires: 7/5/96
Residing at: Salt Lake City UT

NOTES:

1. NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED AS SHOWN.
2. BUILDING SETBACKS ALONG SKI TRAIL FRONTAGES MAY VARY FROM REQUIREMENTS OF THE UNDERLYING ZONE.

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

NORTH SILVER LAKE SUBDIVISION

LOCATED IN THE WEST 1/2 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 20th DAY OF JANUARY, 1993
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THE 10th DAY OF February, 1993
CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 16th DAY OF February, 1993
CITY ATTORNEY

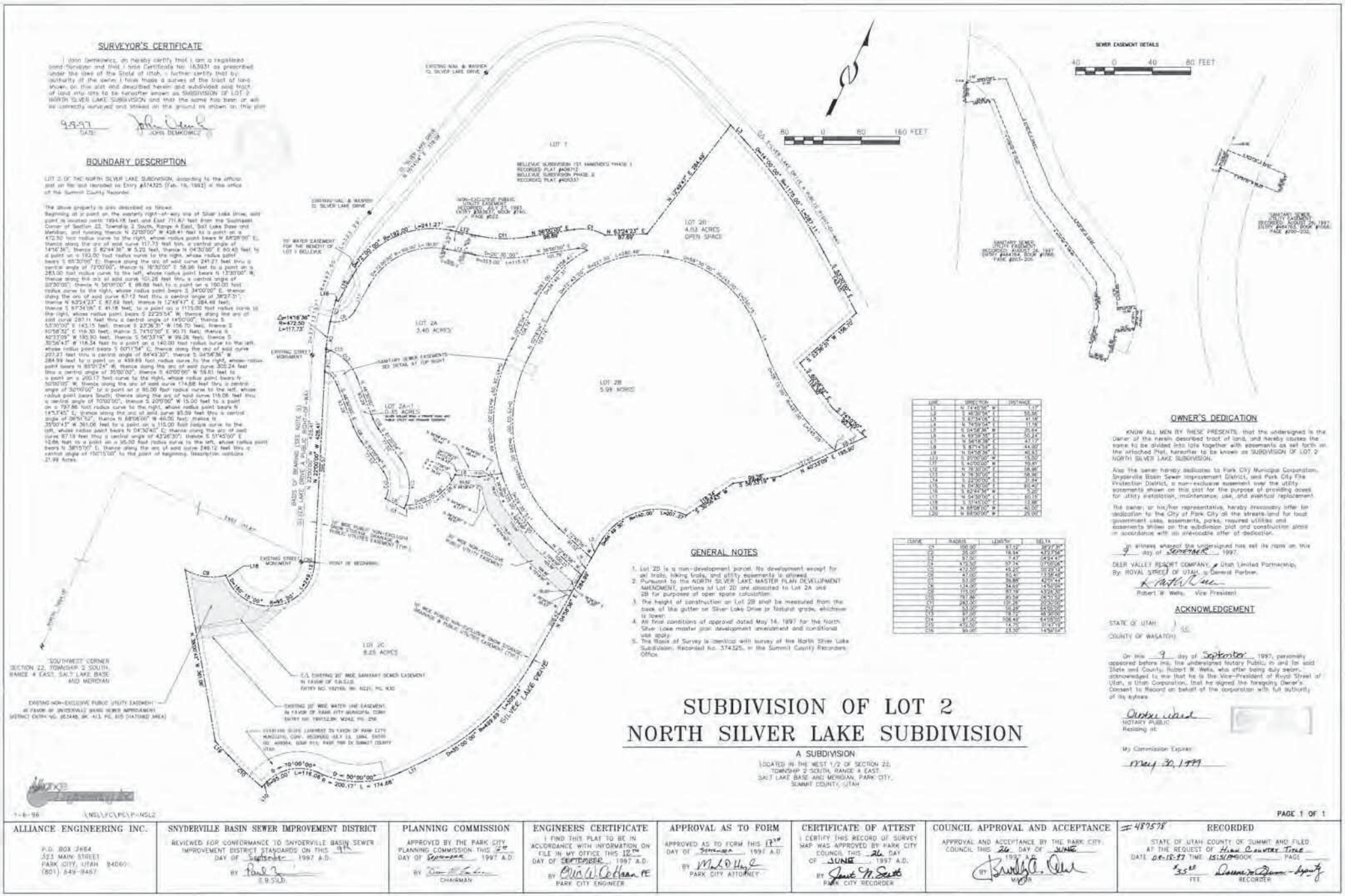
CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY COUNCIL ON THIS 28TH DAY OF JANUARY 1993, AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED
MAYOR — CITY RECORDER

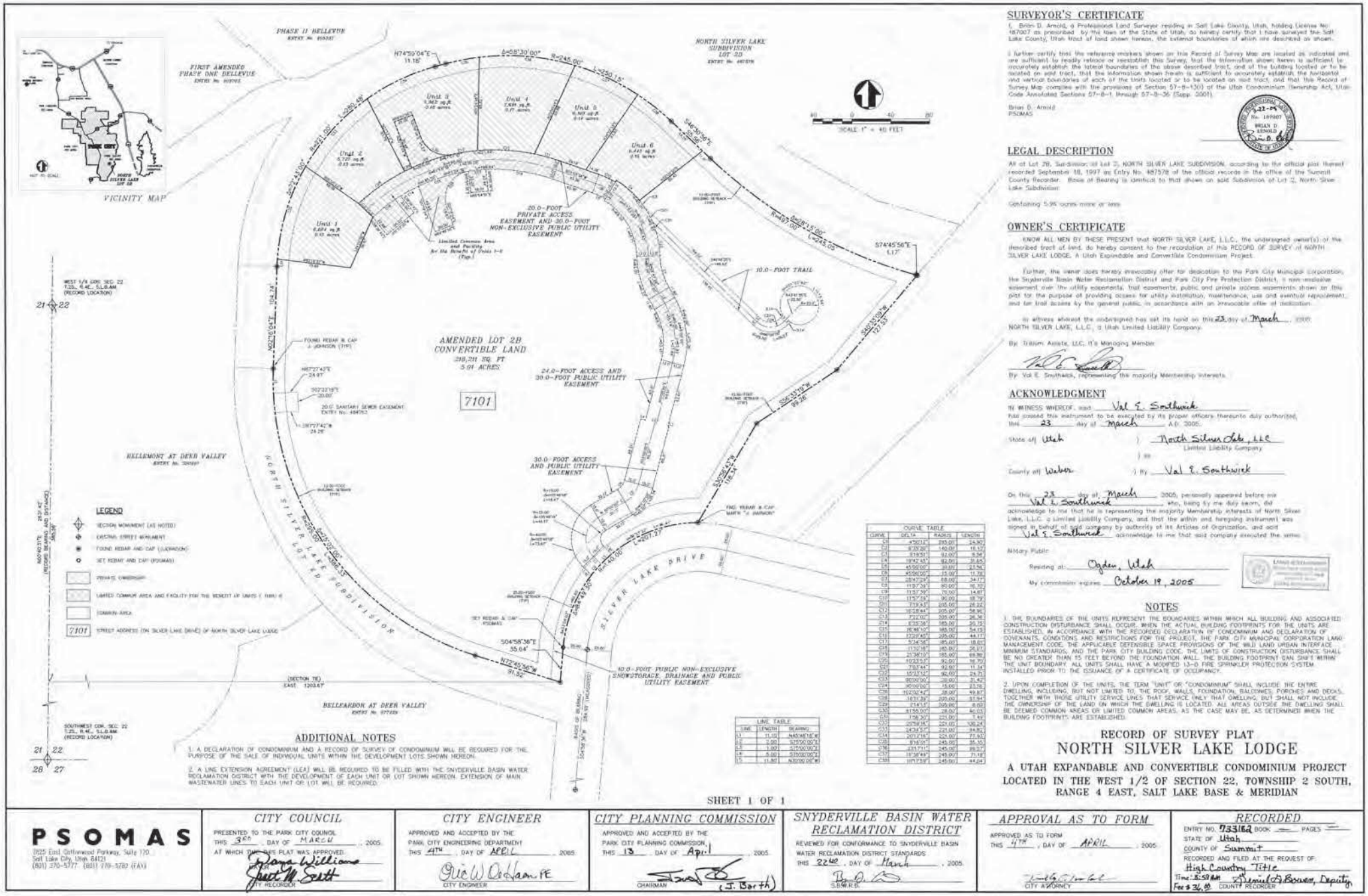
RECORDED

RECORDED AND FILED AT THE REQUEST OF: Park City Title
NO. 379335
STATE Utah
COUNTY Summit
DATE 02-17-93
TIME 03:40 PM
FILING FEE 20.00
COUNTY RECORDER

Sno-engineering, Inc.
The Resort Planners
P.O. BOX 1726 PARK CITY, UTAH 84060
801-649-4777


SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
GENERAL NOTES
OWNER'S DEDICATION
ACKNOWLEDGEMENT
SEWER EASEMENT DETAILS
LOT 1
LOT 2A
3.40 ACRES
LOT 2B
5.09 ACRES
LOT 2C
8.25 ACRES
LOT 2D
4.03 ACRES
OPEN SPACE
SILVER LAKE DRIVE
SOUTHWEST CORNER
SECTION 22, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN
POINT OF BEGINNING
SUBDIVISION OF LOT 2
NORTH SILVER LAKE SUBDIVISION
A SUBDIVISION
LOCATED IN THE WEST 1/2 OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY,
SUMMIT COUNTY, UTAH
PAGE 1 OF 1
ALLIANCE ENGINEERING INC.
SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
PLANNING COMMISSION
ENGINEERS CERTIFICATE
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED

Sub
Exhibit E – North Silver Lake Record of Survey Plat (2005)



LINE TABLE		
LINE	LENGTH	BEARING
L1	11.00'	N45°46'16"E
L2	3.00'	S27°00'00"E
L3	1.00'	S75°00'00"E
L4	5.00'	S75°00'00"E
L5	11.80'	N30°00'00"W

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	4°50'12"	293.00'	24.80'
C2	8°20'00"	140.00'	18.12'
C3	5°18'51"	92.00'	8.54'
C4	19°42'45"	92.00'	31.65'
C5	45°00'00"	30.00'	23.56'
C6	45°00'00"	15.00'	11.78'
C7	28°47'29"	68.00'	34.17'
C8	119°37'30"	80.00'	167.00'
C9	11°57'30"	70.00'	14.87'
C10	11°57'30"	90.00'	18.79'
C11	7°19'43"	205.00'	26.22'
C12	16°38'44"	205.00'	58.96'
C13	7°12'02"	205.00'	25.76'
C14	6°35'38"	185.00'	20.75'
C15	16°46'10"	185.00'	54.13'
C16	122°16'45"	205.00'	44.17'
C17	5°34'58"	185.00'	18.01'
C18	113°10'18"	185.00'	36.71'
C19	20°38'10"	185.00'	66.96'
C20	10°23'57"	92.00'	16.70'
C21	7°07'44"	92.00'	11.34'
C22	10°13'12"	92.00'	24.71'
C23	90°00'00"	20.00'	31.42'
C24	90°00'00"	15.00'	23.56'
C25	102°32'42"	28.00'	49.87'
C26	16°31'29"	205.00'	57.94'
C27	2°14'57"	205.00'	8.00'
C30	61°55'00"	28.00'	30.03'
C31	1°06'20"	221.00'	2.44'
C32	25°54'16"	221.00'	100.24'
C33	24°34'57"	221.00'	94.82'
C34	20°17'16"	221.00'	77.93'
C35	9°16'06"	245.00'	39.65'
C36	23°17'11"	245.00'	99.57'
C37	18°38'49"	245.00'	71.18'
C38	10°17'59"	245.00'	44.04'

ADDITIONAL NOTES

1. A DECLARATION OF CONDOMINIUM AND A RECORD OF SURVEY OF CONDOMINIUM WILL BE REQUIRED FOR THE PURPOSE OF THE SALE OF INDIVIDUAL UNITS WITHIN THE DEVELOPMENT LOTS SHOWN HEREON.

2. A LINE EXTENSION AGREEMENT (LEA) WILL BE REQUIRED TO BE FILLED WITH THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT WITH THE DEVELOPMENT OF EACH UNIT OR LOT SHOWN HEREON. EXTENSION OF MAIN WASTEWATER LINES TO EACH UNIT OR LOT WILL BE REQUIRED.

SURVEYOR'S CERTIFICATE

I, Brian D. Arnold, a Professional Land Surveyor residing in Salt Lake County, Utah, holding License No. 187007 as prescribed by the laws of the State of Utah, do hereby certify that I have surveyed the Salt Lake County, Utah tract of land shown hereon, the external boundaries of which are described as shown.

I further certify that the reference markers shown on this Record of Survey Map are located as indicated and are sufficient to readily relocate or reestablish this Survey, that the information shown herein is sufficient to accurately establish the lateral boundaries of the above described tract, and of the building located or to be located on said tract, that the information shown herein is sufficient to accurately establish the horizontal and vertical boundaries of each of the Units located or to be located on said tract, and that this Record of Survey Map complies with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act, Utah Code Annotated Sections 57-8-1 through 57-8-36 (Supp. 2001).

Brian D. Arnold
PSOMAS

3-22-05
No. 187007
BRIAN D. ARNOLD
STATE OF UTAH

LEGAL DESCRIPTION

All of Lot 2B, Subdivision of Lot 2, NORTH SILVER LAKE SUBDIVISION, according to the official plat thereof recorded September 18, 1997 as Entry No. 487578 of the official records in the office of the Summit County Recorder. Basis of Bearing is identical to that shown on said Subdivision of Lot 2, North Silver Lake Subdivision.

Containing 5.96 acres more or less.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENT that NORTH SILVER LAKE, L.L.C., the undersigned owner(s) of the described tract of land, do hereby consent to the recordation of this RECORD OF SURVEY of NORTH SILVER LAKE LODGE, A Utah Expandable and Convertible Condominium Project.

Further, the owner does hereby irrevocably offer for dedication to the Park City Municipal Corporation, the Snyderville Basin Water Reclamation District and Park City Fire Protection District, a non-exclusive easement over the utility easements, trail easements, public and private access easements shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement, and for trail access by the general public, in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set its hand on this 23 day of March, 2005
NORTH SILVER LAKE, L.L.C., a Utah Limited Liability Company.

By: Tribium Assets, LLC, it's Managing Member

By: Val E. Southwick, representing the majority Membership Interests.

ACKNOWLEDGMENT

IN WITNESS WHEREOF, said Val E. Southwick has caused this instrument to be executed by its proper officers thereunto duly authorized, this 23 day of March A.D. 2005.

State of Utah) North Silver Lake, LLC
) ss Limited Liability Company
County of Weber) By Val E. Southwick

On this 23 day of March 2005, personally appeared before me Val E. Southwick, who, being by me duly sworn, did acknowledge to me that he is representing the majority Membership interests of North Silver Lake, L.L.C. a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said Val E. Southwick acknowledge to me that said company executed the same.

Notary Public
Residing at: Ogden, Utah
My commission expires: October 19, 2005

NOTES

1. THE BOUNDARIES OF THE UNITS REPRESENT THE BOUNDARIES WITHIN WHICH ALL BUILDING AND ASSOCIATED CONSTRUCTION DISTURBANCE SHALL OCCUR. WHEN THE ACTUAL BUILDING FOOTPRINTS FOR THE UNITS ARE ESTABLISHED, IN ACCORDANCE WITH THE RECORDED DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PROJECT, THE PARK CITY MUNICIPAL CORPORATION LAND MANAGEMENT CODE, THE APPLICABLE DEFENSIBLE SPACE PROVISIONS OF THE WILD LAND URBAN INTERFACE MINIMUM STANDARDS, AND THE PARK CITY BUILDING CODE, THE LIMITS OF CONSTRUCTION DISTURBANCE SHALL BE NO GREATER THAN 15 FEET BEYOND THE FOUNDATION WALL. THE BUILDING FOOTPRINT CAN SHIFT WITHIN THE UNIT BOUNDARY. ALL UNITS SHALL HAVE A MODIFIED 13-D FIRE SPRINKLER PROTECTION SYSTEM INSTALLED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

2. UPON COMPLETION OF THE UNITS, THE TERM "UNIT" OR "CONDOMINIUM" SHALL INCLUDE THE ENTIRE DWELLING, INCLUDING, BUT NOT LIMITED TO, THE ROOF, WALLS, FOUNDATION, BALCONIES, PORCHES AND DECKS, TOGETHER WITH THOSE UTILITY SERVICE LINES THAT SERVICE ONLY THAT DWELLING, BUT SHALL NOT INCLUDE THE OWNERSHIP OF THE LAND ON WHICH THE DWELLING IS LOCATED. ALL AREAS OUTSIDE THE DWELLING SHALL BE DEEMED COMMON AREAS OR LIMITED COMMON AREAS, AS THE CASE MAY BE, AS DETERMINED WHEN THE BUILDING FOOTPRINTS ARE ESTABLISHED.

RECORD OF SURVEY PLAT
NORTH SILVER LAKE LODGE

A UTAH EXPANDABLE AND CONVERTIBLE CONDOMINIUM PROJECT LOCATED IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN

SHEET 1 OF 1

PSOMAS
3825 East Cottonwood Parkway, Suite 170
Salt Lake City, Utah 84121
(801) 270-5777 (801) 270-5782 (FAX)

CITY COUNCIL
PRESENTED TO THE PARK CITY COUNCIL THIS 3RD, DAY OF MARCH, 2005, AT WHICH TIME THIS PLAT WAS APPROVED.
Diana Williams
Janet M. Scott
CITY RECORDER

CITY ENGINEER
APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT THIS 4TH, DAY OF APRIL, 2005.
Eric W. Oldham PE
CITY ENGINEER

CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION, THIS 13 DAY OF April, 2005.
(J. Barth)
CHAIRMAN

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS 22ND, DAY OF March, 2005.
S.B.W.R.D.

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 4TH, DAY OF APRIL, 2005.
CITY ATTORNEY

RECORDED
ENTRY NO. 733162 BOOK — PAGES —
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
High Country Title
Time: 5:59 AM Daniel A. Bowen, Deputy
Fee $ 36.00 COUNTY RECORDER

04 March 2014

SR Silver Lake LLC
Daniel Gryczman
11990 San Vicente Blvd. Suite 200
Los Angeles, CA 90049

NOTICE OF PLANNING COMMISSION ACTION

Application #:	PL-13-02034
Subject:	North Silver Lake
Address:	7101 Silver Lake Drive
Description:	Conditional Use Permit for Lockout Units (nightly rentals)
Action Taken:	Approved
Date of Action:	February 26, 2014

On February 26, 2014 the Planning Commission of Park City approved your request of 38 Lockout Units (nightly rentals) to be located within the Stein Eriksen Residences formerly known as the North Silver Lake Development, located at 7101 Silver Lake Drive. Your approval is subject to the following Findings of Fact, Conclusion of Law, and Conditions of Approval:

Findings of Fact

1. The subject property is at 7101 North Silver Lake Drive, Lot 2B of the North Silver Lake Subdivision.
2. The property is known as Stein Eriksen Residences, formerly known as North Silver Lake Lodge
3. The proposed development is located within the Deer Valley Master Plan Development.
4. Within the Deer Valley Master Plan, the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,552 square feet of commercial and support space.
5. In 2010 the Planning Commission approved a Conditional Use Permit (CUP) consisting of fifty four (54) total units; sixteen (16) detached single family dwellings/duplexes and four (4) condominium buildings containing thirty eight (38) private units.

6. The conditions of approval for the CUP reflect that lockout units were not requested at that time, and would require Planning Commission approval, if requested in the future.
7. At this time the applicant requests the use of thirty eight (38) Lockout Units to be located in the four (4) stacked flats, condominium buildings and that nightly rentals be permitted for the lockout units.
8. The original CUP application was before Planning Commission on five (5) different occasions: August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009. The Planning Commission approved the CUP on July 8, 2009.
9. On July 17, 2009, the neighboring property owners submitted an appeal of the CUP approval. The City Council reviewed the appeal on October 15, 2009 and November 12, 2009. During the November 12, 2009 meeting, the City Council remanded the CUP application to the Planning Commission with specific items to be addressed.
10. The Planning Commission reviewed the remand during two (2) work sessions on November 11, 2009 and January 13, 2010 and two (2) Planning Commission regular agenda meetings on March 10, 2010 and April 28, 2010 to address specific findings of the City Council. The Planning Commission approved the revised CUP with a four to one (4 - 1) vote on April 28, 2010.
11. The April 28, 2010 CUP approval was appealed. The City Council reviewed the appeals on June 24, 2010. All parties stipulated to additional condition of approval #19 that “no lockouts are permitted within this approval”. The City Council affirmed and denied in part the Planning Commission’s decision to approve the North Silver Lake Lot 2B CUP. The City Council findings were ratified on July 1, 2010.
12. The Land Management Code § 15-1-10(G) allows for two (2) extensions of an approved CUP.
13. On March 17, 2011, the Planning Department received a Request for Extension of the Conditional Use Permit approval. On April 28, 2011, the Planning Director approved the Extension of the Conditional Use Permit for an additional year as conditioned.
14. The Planning Director’s approval of the extension was appealed on June 8, 2011. The Planning Commission reviewed the matter de novo and rendered a decision to uphold the Planning Director’s decision and grant the extension of the Conditional Use Permit to July 1, 2012.
15. On June 20, 2011, the City Council received a written appeal of the Planning Commission’s final action upholding the Planning Director’s decision to approve an extension of the development.
16. On July 21, 2011, the appeal was heard by the City Council, who held a quasi-judicial hearing before voting unanimously to uphold the Planning Commission’s decision to uphold the Planning Director’s issuance of an extension of time for the July 1, 2010 Conditional Use Permit. Because the appeal to uphold the Planning Director’s decision was decided on July 21, 2011, the extension of the Conditional Use Permit was extended to July 21, 2012.
17. On October 27, 2011, Staff received an application to extend the CUP for an

additional year, and on January 11, 2012, the Planning Commission heard the applicants request for an additional and final one-year extension from July 21, 2012 to July 21, 2013.

18. On February 9, 2012, the City Council received a written appeal of the Planning Commission's final action of January 11, 2012, approving the request for the one-year extension to July 21, 2013.
19. The second appeal of the second extension was originally scheduled for the March 22, 2012 City Council meeting. The appellant was unable to make it to the meeting due to an accident. The City Council voted to continue the item to the April 5, 2012 City Council meeting and directed Staff not to accept any additional materials from the appellant or the applicant.
20. On April 5, 2012 the City Council conducted a public hearing and voted unanimously to deny the appeal and approve the extension of the CUP and upheld with the following conditions of approval:
    a. All conditions of approval of the City Council's July 21, 2011 order continue to apply.
    b. This approval will expire July 21, 2013, 12 months from the first extension of the CUP.
    c. Approval is based on plans reviewed by the City Council on June 24, 2010. Building Permit plans must substantially comply with the reviewed and approved plans. Any substantial deviation from this plan must be reviewed by the Planning Commission.
21. In March 2013, the applicant received a building permit for the first single family dwelling. This structure will be used as their model home.
22. The LMC defines a dwelling unit as a Building or portion thereof designed for Use as the residence or sleeping place of one (1) or more Persons or families and includes a Kitchen, but does not include a Hotel, Motel, Lodge, Nursing Home, or Lockout Unit.
23. The LMC defines a Lockout Unit as an Area of a dwelling with separate exterior Access and toilet facilities, but no Kitchen.
24. The requested use meets the LMC definition of a Lockout Unit, which is an area of a dwelling unit and not a separate dwelling unit.
25. Staff does not consider the proposed use to be a hotel due to the specific provision found in the Hotel definition which indicates that Lockout Units are not Hotels.
26. The site will have accessory facilities in the development: a spa, ski rentals, and a dining area that were shown on the approved 2010 CUP plans. The use of these areas further reiterates that the use is not consistent with one of a hotel. These areas are for the exclusive use of the unit owners and their visitors, e.g. the only patrons allowed to use the spa, ski rentals, and the dining areas, are patrons staying at the development through the ownership or possible rental of the private units.
27. The proposal is in substantial compliance with the reviewed and approved CUP plans as the Lockout Units are designed within the existing floor area of each unit formerly reviewed and approved, located in the stacked flats.
28. No Lockout Units are being requested within the sixteen (16) single family

dwellings/duplexes.

29. The number of Lockout Units within each unit range from one to three (1 - 3).
30. The floor plans have had minor alterations. The number of units has not changed and the plans are in substantial compliance with the approved 2010 CUP plans.
31. The Planning Commission must review LMC § 15-1-10(E) when considering whether or not the proposed conditional use mitigates impacts.
32. The proposed modification, the requested Lockout Units, does not require additional mitigation related to size and location of the site which was not already addressed in the originally approved CUP (2010).
33. Regarding traffic considerations including capacity of the existing streets in the area, Staff received an updated Addendum to Traffic Impact Analysis prepared by Riley Traffic Consultants, LLC, dated November 2013.
34. The updated 2013 traffic analysis indicates that under the maximum trip scenario with all of the lockouts occupied, all traffic is still projected to function at LOS (level of service) A, which is acceptable for a roadway of this classification.
35. The Applicant needs to work with the City Engineer to ensure proper site distance per the 2009 Existing Traffic Counts and Traffic Projections which indicates the following under Sight Distance conclusion and Recommendations which indicates that special warning signage is recommended during the construction period. Also mitigation for the limited sight distance could include a warning sign, or clearing of the slope area across the street.
36. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to utility capacity, including storm water run-off which has already been addressed in the originally approved CUP (2010).
37. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to emergency vehicle access which has already been addressed in the originally approved CUP (2010).
38. Regarding location and amount of off-street parking, parking for all fifty four (54) units must be provided within the North Silver Lake development.
39. According to the Deer Valley MPD off-street parking requirements shall be determined in accordance with the LMC at the time of application for Conditional Use approval.
40. The North Silver Lake development has a mix of single family dwellings/duplexes and multi-unit dwellings. There is also support commercial space within the project. No parking is required for the support commercial area.
41. The current LMC requires 1 parking space per dwelling unit if the apartment or condominium is not greater than 1,000 sf floor area.
42. The current LMC requires 1.5 parking spaces per dwelling unit if the apartment or condominium is greater than 1,000 sf and less than 2,000 sf floor area.
43. The current LMC requires 2 parking spaces per dwelling unit if the apartment or condominium is 2,000 sf floor area of greater.
44. The required parking for the multi-unit dwellings is 76 parking spaces without any parking reduction.
45. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to the internal vehicular and pedestrian circulation

system which has already been addressed in the originally approved CUP (2010).

46. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to fencing, screening and landscaping to separate the use from adjoining uses which has already been addressed in the originally approved CUP (2010).
47. The proposed modification, the requested Lockout Units, does not require additional mitigation related to building mass, bulk, and orientation and the location of buildings on the site, including orientation to buildings on adjoining lots which has already been addressed in the originally approved CUP (2010).
48. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to usable open space which has already been addressed in the originally approved CUP (2010) and condition of approval no. 8.
49. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to signs and lighting which has already been addressed in the originally approved CUP (2010).
50. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing which has already been addressed in the originally approved CUP (2010).
51. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site which has already been addressed in the originally approved CUP (2010).
52. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup areas which has already been addressed in the originally approved CUP (2010).
53. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to expected ownership and management of the project as primary residences, condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities which has already been addressed in the originally approved CUP (2010).
54. The proposed use modification, the requested Lockout Units, does not require additional mitigation related to within and adjoining the site, environmental sensitive lands, physical mine hazards, historic mine waste and Park City Soils Ordinance, steep slopes, and appropriateness of the proposed structure to the existing topography of the site which has already been addressed in the originally approved CUP (2010).

Conclusions of Law

1. The application is consistent with the Deer Valley Master Planned Development and the Park City Land Management Code, particularly section 15-1-10, Conditional Use Permits.
2. The Use is compatible with surrounding structures in use and circulation.
3. The Use is consistent with the Park City General Plan.

4. The effects of any differences in Use or traffic have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. All conditions of approval of the City Council's July 21, 2011 order shall continue to apply.
3. Approval is based on plans reviewed by the City Council on June 24, 2010 and the Planning Commission on December 11, 2013. Building Permit plans must substantially comply with the reviewed and approved plans. Any substantial deviation from this plan must be reviewed by the Planning Commission.
4. The applicant shall work with the City Engineer to ensure proper compliance with the recommendations outlined in this staff report regarding site distance and special warning signage during the construction period.
5. The maximum number of Lockout rooms permitted in the project is 38, all of which shall be located in the units in the stacked condominium buildings as determined by the Applicant. The condominium declaration for the project shall contain a use restriction with this limitation, which use restriction shall not be modified without the written consent of 67% of the owners of residences located in the following adjacent subdivisions: (i) Evergreen; (ii) Bellemont; (iii) Bellearbor; (iv) Bellevue; and (v) Belleterre.
6. The project is approved as a Multi-Family Dwelling project and not as a Hotel, and the inclusion of 38 Lockouts is deemed not to be a change in said Use. All commercial and support units with appurtenant limited common areas shall be restricted to the exclusive use of the owners of units and renters of units (or Lockouts) currently in residence at the time of use, and their guests. No advertising of the amenities to the public is permitted. The parking garage for the stacked condominium buildings shall contain 80 spaces, and all parking access for such buildings during the period in which Deer Valley Resort is open and operating for public skiing each year shall be limited to valet parking at the main porte cochere for the project. At all other times the parking garage may be accessed only by on-site owners of units or renters of a unit or Lockout, and their guests, as well as employees at the project, either by valet service or a mechanized entry system.
7. Group events hosted in the common areas at the Project shall only be permitted if all invited guests are staying at the Project or the host of the event owns a unit at the Project. Such restriction, together with other reasonable restrictions on event hours, use of amplified sound and other precautions typical of those found in CC&Rs for other condominium projects in Deer Valley shall be included in the condominium declaration.
8. The condominium declaration for the project shall prohibit construction of Structures in the outdoor open space shown on the submitted plat for the project.
9. Applicant shall install a dimmer in the project monument sign to allow the brightness to be reduced as appropriate for better compatibility with the neighborhood.
10. The condominium declaration for the project shall contain the use restrictions

described in conditions of approval 5-9.

Please be aware that the approval of a Conditional Use Permit by Park City in no way exempts the property from complying with other requirements that may be in effect on the property, and building permit regulations, as applicable. It is the responsibility of the property owner to ensure compliance with these regulations.

As the applicant, this letter is intended as a courtesy to document the status of your request. The official minutes from the Planning Commission are available in the Planning Department.

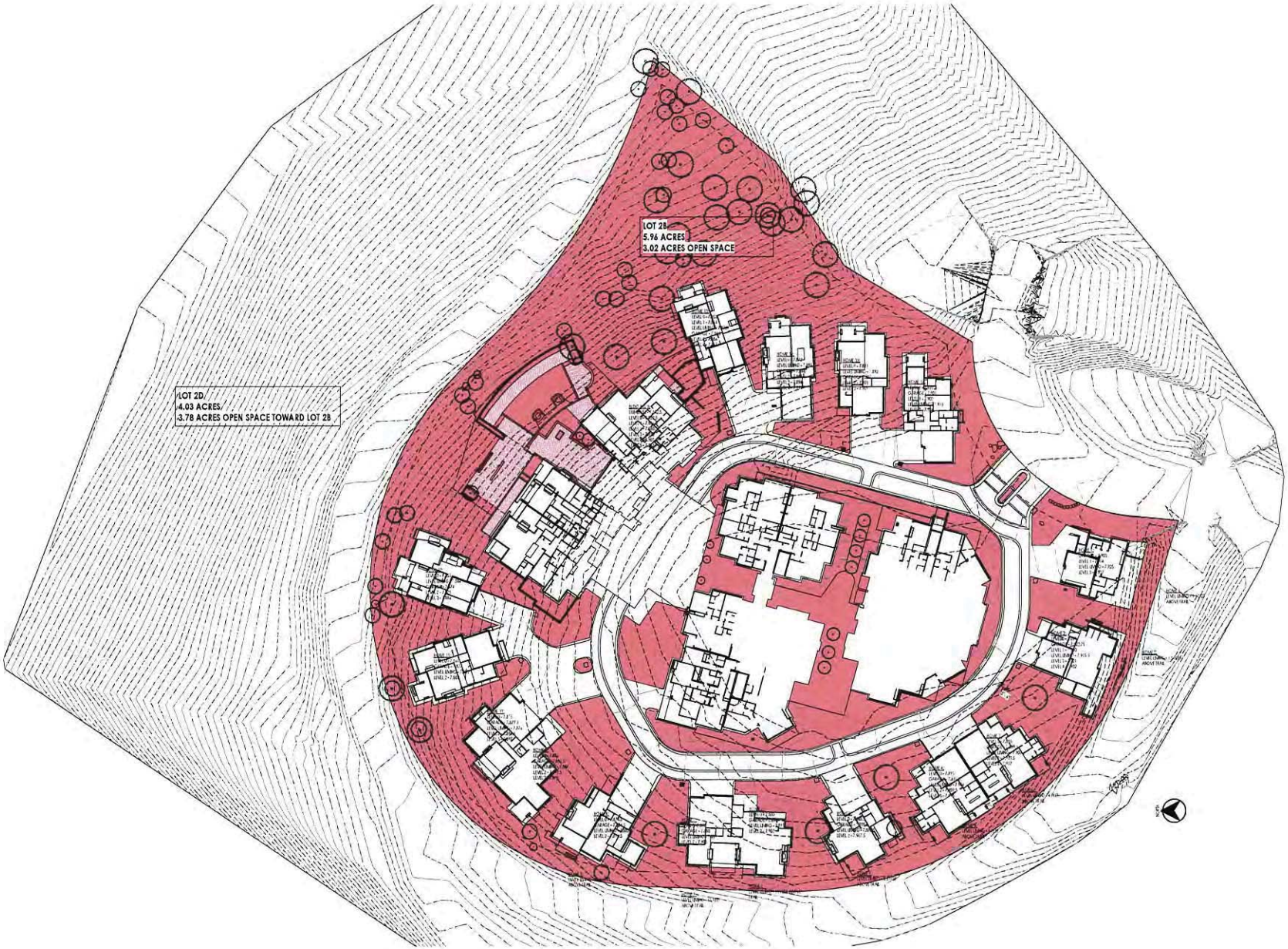
If you have questions regarding your application or the action taken please don't hesitate to contact me at 435-615-5064 or fastorga@parkcity.org.

Sincerely,

Francisco Astorga
City Planner

Sub Exhibit G- PUBLIC COMMENTS

Due to the size allowable on our website you may view Exhibit G here.



SITE PLAN - AREAS

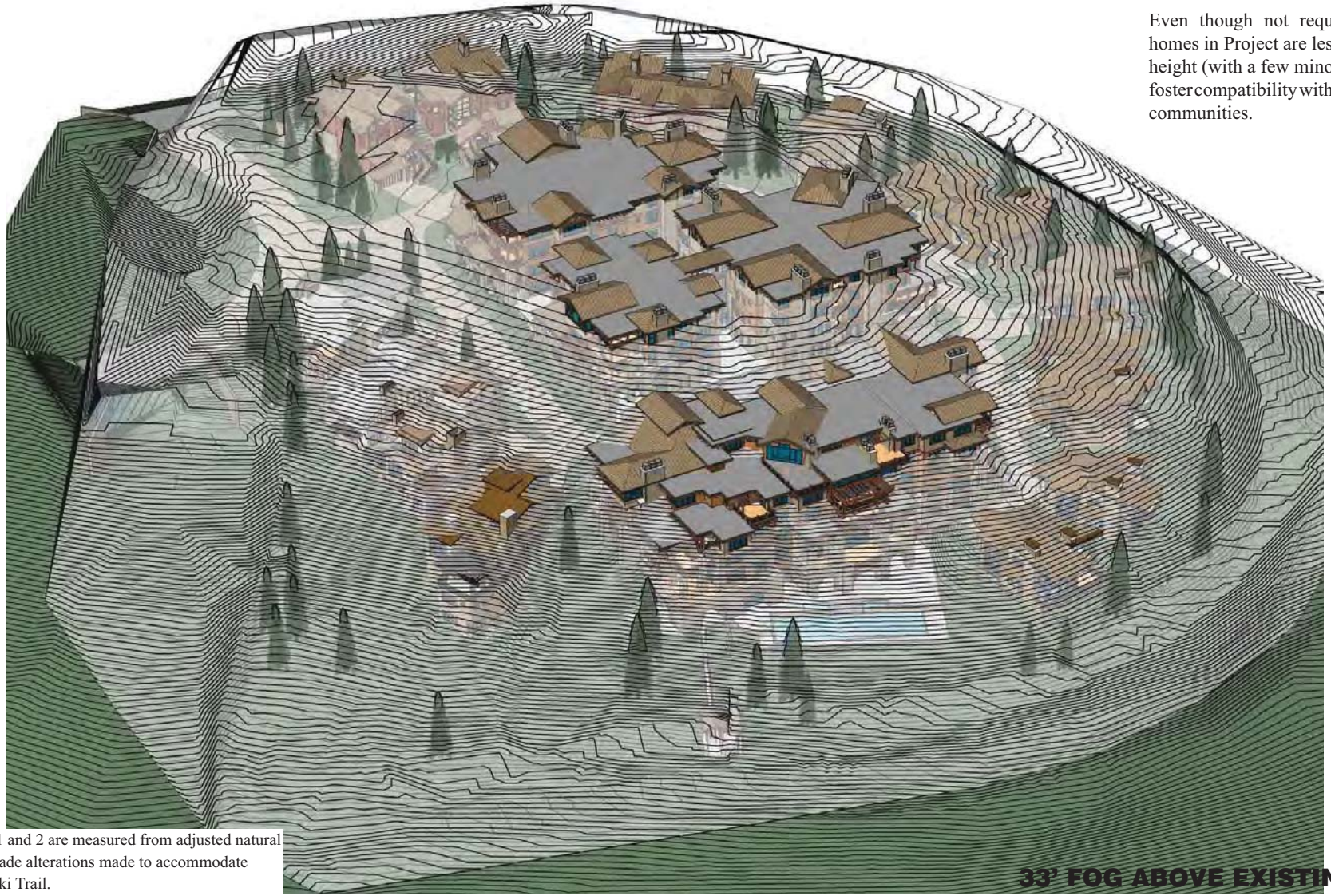
Think
Architecture

Architecture
Interior Design
Landscape Architecture
Land Planning
Construction Management

STEIN ERIKESEN RESIDENCES
7107 SILVER LAKE DRIVE PARK CITY, UTAH

PROJECT NO. 00000
DATE: 00 MONTH, YEAR
REVISIONS:

SHEET TITLE:
OPEN SPACE CALCULATION
SHEET NUMBER:
SD101A
DRAWING STATUS



Even though not required, perimeter homes in Project are less than 33'-0" in height (with a few minor exceptions) to foster compatibility with the surrounding communities.

Note: Homes 1 and 2 are measured from adjusted natural grade due to grade alterations made to accommodate Silver Dollar Ski Trail.

33' FOG ABOVE EXISTING GRADE

HEIGHT STUDY

jsa architects

NORTH SILVER LAKE LODGE
DEER VALLEY, UTAH

REGENT PROPERTIES
2009.05.13
17

1. Consideration of an Ordinance approving the re-establishment of Lots 30 and 31 of Holiday Ranchettes Subdivision, located at 2519 and 2545 Lucky John Drive, Park City, Utah City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney continued from April 24, 2014.

Planner Alexander presented, with the applicant Steve Schuler, stating that the lots were original combined in 1999 and now the owner wishes to divide the lots into two one acre parcels.

Mayor Thomas opened the public hearing.

Steve Swanson, representing the Holiday Ranch HOA, stated that they have a working document with the owner and stated that the process has worked out ok. He stated that the Holiday Ranch HOA is strong and will be here to stay. They work hard to create harmony in their neighborhood.

Mayor Thomas closed the public hearing.

Council member Simpson moved to approve the re-establishment of Lots 30 and 31 of Holiday Ranchettes Subdivision, located at 2519 and 2545 Lucky John Drive, Park City, Utah City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney
Council member Henney seconded
Approved unanimously

2. Consideration of the North Silver Lake Condominium Plat located at 7101 Silver Lake Drive, Record of Survey City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney continued from March 6, 2014

Mayor Thomas left the Council chambers. Planner Astorga presented the condominium plat for the North Silver Lake Condominiums. Astorga informed the Council that condition of approval number 7 has been met. Council member Beerman inquired about the difference between a multi-family dwelling and hotel. Astorga stated that when the conditional use permit was approved in 2010 the applicant was not looking at a lock out unit. In 2013 they decided to modify the conditional use permit to allow lock outs. The intent is nightly rental but gives the owner the option of living in the unit full-time and does not have public facilities for restaurants.

Mayor Pro Tem Simpson opened the public hearing.

Bob Dillon, representing the neighbors, stated that when the owner came forth with the lock out the neighbors sat down with the developer and came to an agreement. He spoke to the details of the agreement between the developer and neighbors stating that they are ok with the plat.

Mayor Pro Tem Simpson closed the public hearing

Council member Peek moved to approve the North Silver Lake Condominium Plat located at 7101 Silver Lake Drive, Record of Survey City pursuant to the findings of fact,

conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney
Council member Beerman seconded
Approved unanimously

3. Consideration of the 901 Norfolk Avenue Subdivision Plat Amendment, 901 and 907 Norfolk Avenue, Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney continued from April 17, 2014

Planner Alexander stated that the applicant is looking to reconfigure the lot lines from three lots into two lots of record. She stated the Planning Commission forwarded a positive recommendation.

Mayor Thomas opened the public hearing. There were no comments. Mayor Thomas closed the hearing. Council member Simpson thanked Alexander for an excellent staff report.

Council member Beerman moved to approve the 901 Norfolk Avenue Subdivision Plat Amendment, 901 and 907 Norfolk Avenue, Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney
Council member Henney seconded
Approved unanimously

4. Consideration of approval of a subdivision plat for the Roundabout Subdivision Record of Survey for 300 Deer Valley Loop, Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney continued from April 24, 2014.

Planner Alexander stated that this is an application to amend the current subdivision plat. The request is to remove the lot line in order to create one lot in to build an underground parking unit as well as creating 4 condominium unit. Blake Henderson, applicant, reiterated Planner Alexander's comments. Also speaking to the benefits of the underground parking and lot-line removal stating that they are committed to following the construction mitigation plan and will be mindful of the neighboring properties and the community.

Mayor Thomas opened the public hearing. None, closed the public hearing

Council member Simpson moved to approve a subdivision plat for the Roundabout Subdivision Record of Survey for 300 Deer Valley Loop, Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney
Second Peek
Approved unanimously

IX. NEW BUSINESS

1. Consideration of an Ordinance vacating a portion of Deer Valley Drive adjacent to the proposed Roundabout Condominiums Plat located at 300 Deer Valley Loop Road pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney

3. 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 – Echo Spur Subdivision

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. A ten foot (10') snow storage easement shall be dedicated to Park City across the lot's frontage.

4. Modified 13-d sprinklers will be required for all new construction.

Commissioner Campbell returned to the meeting.

6. 7101 Silver Lake Drive, North Silver Lake Condominium Plat – Condominium Record of Survey (Application PL-14-02225)

Planner Astorga reported that this application was originally scheduled for February 12. Due to various circumstances it was continued to February 26th and again to April 9th.

Planner Astorga reviewed the application for a condominium record of survey plat, which allows 54 units to be subdivided as they are owned. Currently, the plat that was filed in 2005 has six units and an area defined as convertible space. As conditioned in the ordinance, the applicant would retire that document if the Condominium Record of Survey is approved.

Planner Astorga noted that originally there were 16 units, of which 3 were duplexes and the remaining ten were single family dwellings. Currently, the applicant was requesting to plat 14 units around the periphery of the multi-unit dwellings in the form of one duplex and ten single family dwellings. They were also requesting to move the two remaining units inside the multi-unit dwelling. Planner Astorga had confirmed that adding the two units would not make the building larger in terms of height, footprint or square footage

because two of the other units they were planning to build would be smaller. The Staff analysis found that the project was still in compliance with the Deer Valley Master Plan and the number of units would remain at 54 units.

Planner Astorga stated that the conditions discussed during the February 26th meeting for lockout units have been incorporated into the CC&Rs.

Chair Worel referred to a letter from Lisa Wilson on page 227 of the Staff report, in which Ms. Wilson alleges that a courtesy notice was not sent to adjacent home owners and that the sign was not posted. Planner Astorga replied that Ms. Wilson was incorrect and did not understand the process. When the item was continued to February 26th and then to April 9th, it was always continued to a date certain. Another notice is not mailed unless the item is continued to a date uncertain. Planner Astorga stated that this application met the local and state requirements for noticing when the application was continued. He had personally posted the sign in January.

Rich Lichtenstein, representing the applicant, reported that they had 40 reservations and they were excited to be mobilizing and getting ready to excavate and build out the project this summer.

Chair Worel opened the public hearing.

Bob Dillon, legal counsel with Jones Waldo, stated that he was representing a number of the adjoining neighbors who submitted several letters objecting to both the lockout appeal and this plat approval. Mr. Dillon noted that during the lockout approval re-affirmed a public statement that was made at that time. The objection letters were combined for both hearings so he would not repeat what was said. Mr. Dillon had reviewed the declaration and the plats and the applicant had made the changes requested by the neighbors. They approve the reduction of two units on the perimeter which eliminates two duplex units. Two units were placed inside the stacked building without increasing the size by making two units out of what was formerly shown as one two-story unit. Mr. Dillon had no objection to those changes. He stated that a main objection was the six condo units that had no defined structure. However, the new plat gives the dimensions for every unit in the project and they were pleased to see that. The applicant had submitted detailed plans to the Planning Department showing elevations and how they were calculated against the existing grade. Mr. Dillon stated that the neighbors want out of that argument because they do not have any basis for determining whether or not it is accurate, and prefer to leave that determination to the Planning Staff, as well as whether or not they comply with the conditions of approval of the project.

Chair Worel closed the public hearing.

Commissioner Strachan asked if the percentage of open space would change. Planner Astorga answered no. As measured, the open space exceeds the minimum of 60%.

The Commissioners questioned why the open space did not increase by removing the units from the perimeter. Planner Astorga explained that the original calculation under estimated the open space and did a blanket of all the periphery. At the time they did not know where the driveway would be located. Therefore, the open space was calculated with a bubble in the middle and everything around it, as well as Lot 2D.

Commissioner Gross asked if Lot 2D was the down slope on the north side. Planning Manager Sintz asked for the size of Lot 2D. John Shirley, the project architect, replied that it was 4 acres.

Chair Worel asked for the height of the existing model home. Mr. Shirley stated that it was slightly under the 45' height limit. Chair Worel referred to page 146 of the Staff report which talks about a self-imposed 33' height limit for the individual units. She asked if they intended to build all the units to the 45'height, or whether they would honor their self-imposed restriction. Mr. Shirley stated that the intention was to honor the self-imposed limit. He explained that there was a natural dip in the grade where the ski run was built to come around the project. In order to work with the natural contour, two homes would be built to the 45' height limit. The remaining units would be 33'.

Tom Bennett, Legal Counsel to the developer, stated that from the very beginning, as reflected in the meeting minutes going back to 2008, it was always represented that for the periphery units the self-imposed limit was 33', but that a few units or portions of those units broke the 33' line. Mr. Bennett stated that the Staff report contained a picture of a fog study which showed that several of the peripheral homes are higher. The model unit and the one next to it have always been shown as breaking through the 33' limit because of the contours of the land.

Planner Astorga stated that all of the conditions of approval of the original 2010 conditional use permit shall continue to apply, as well as the conditions of approval for the lockout units.

Commissioner Phillips asked why the applicant chose to do a self-imposed 33' height limit. Mr. Lichtenstein stated that it was part of the ongoing discussions with the neighbors. When they began to design the homes the architects indicated homes that needed to exceed the 33' limit. Commissioner Phillips clarified that the primary reason

was to work with the surrounding homeowners. Mr. Lichtenstein answered yes.

Chair Worel asked if the Commissioners concurred with the Staff findings that there are no detrimental impacts with this modification as the plat will still be in substantial compliance with the 201 CUP. The Commissioners concurred.

MOTION: Commissioner Phillips moved to forward a POSITIVE recommendation to the City Council for a condominium record of survey on the North Silver Lake Condominium Plat, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the draft ordinance. Commissioner Campbell seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact 7101 - North Silver Lake Drive

1. The site is located at 7101 Silver Lake Drive.

2. The site is located in the Residential Development (RD) District.

3. A subdivision plat, known as the North Silver Lake Subdivision, was recorded in 1993. The subdivision created two (2) lots of record. According to this subdivision, Lot 2 was contemplated for further subdivision and future development.

4. Lot 2 North Silver Lake Subdivision was recorded in 1997. This subdivision further amended Lot 2 into four (4) separate lots. This record of survey plat is development of Lot 2B of the Lot 2 North Silver Lake Subdivision plat.

5. In 2005 the North Silver Lake Lodge Record of Survey Plat was recorded. This Plat subdivided Lot 2B into six (6) condominium units and identified convertible Land.

6. At this time the applicant requests to replace the North Silver Lake Lodge Record of Survey Plat (2005) with the proposed Record of Survey. Upon recordation of this current condominium plat, the North Silver Lake Lodge Record of Survey plat (2005) shall be retired.

7. The proposed Condominium Record of Survey plat identifies private, limited common, common areas, etc., within the project.

8. Under the Deer Valley Resort Master Plan the North Silver Lake Subdivision Lot

2B is permitted a density of 54 residential units and 14,552 square feet of commercial and support space.

9. In 2010 the Park City Planning Commission approved a Conditional Use Permit (CUP) for the development consisting of fifty four (54) private total units.

10. The proposed Condominium Record of Survey Plat amends Lot 2B of North Silver Lake Subdivision.

11. The boundary lines of each private unit are set forth on the proposed plat. The proposed Condominium Record of Survey plat consists of twelve (12) single-family dwellings, one (1) duplex unit, forty (40) multi-unit dwellings, two (2) American with Disabilities Act (ADA) compliant units (platted as common areas), three (3) commercial units, and corresponding common areas and facilities, limited common areas and facilities, support unit, and commercial units.

12. The support commercial areas mentioned above and all of the other amenities identified on the plat are for the exclusive use of the unit owners and their visitors, e.g. the only patrons allowed to use the spa, lockers, and the dining areas, are patrons staying at the development through the ownership or possible rental of the private units.

13. The Deer Valley Master Planned Development allocated 14,525 square feet of commercial/support commercial for the Silver Lake Community.

14. The 2010 approved CUP accommodated 5,140 square feet of support commercial space.

15. At this time the updated CUP plans and this Record of Survey indicates a combined area of 4,913 square feet of support commercial.

16. All findings in the analysis section of the staff report are incorporated herein.

17. The 2010 approved CUP include the fifty-four (54) units in the form of sixteen (16) single family dwellings and 38 units within the multi-unit dwellings.

18. Currently the applicant is requesting to plat fourteen (14) single family dwellings and forty (40) units within the same multi-unit dwelling.

19. The size of the multi-unit dwelling footprint is not expanding. The overall density is not increasing as the applicant requests to add the two (2) units from the single

family dwelling/duplex pool.

20. The condominium record of survey plat is in substantial compliance with the 2010 CUP. The size of the multi-unit dwelling is not expanding, and the overall density will remain at fifty-four (54) units.

Conclusions of Law – 1701 North Silver Lake

1. There is good cause for this Condominium Record of Survey.

2. The Condominium Record of Survey is consistent with the Park City Land Management Code and applicable State law regarding condominium record of survey plats.

3. Neither the public nor any person will be materially injured by the proposed condominium record of survey plat.

4. Approval of the condominium record of survey plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

5. The condominium record of survey plat is consistent with the approved North Silver Lake Conditional Use Permit.

Conditions of Approval – 1701 North Silver Lake

1. The City Attorney and City Engineer will review and approve the final form and content of the condominium record of survey 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 condominium 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 complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. A note shall be added to the plat referencing that the conditions of approval of the Deer Valley MPD and the 2010 North Silver Lake CUP apply to this plat.

4. The applicant shall be responsible of filing the proper documentation with Summit

County to retire the North Silver Lake Lodge Record of Survey Plat recorded in 2005.

5. All conditions of approval of the City Council's July 21, 2011 order shall continue to apply.

6. All conditions of approval of the Planning Commission's February 26, 2014 action modifying the CUP to allow Lockout Units shall continue to apply.

7. 469 Ontario Avenue – Steep Slope CUP

Planner Alexander reviewed the application for a Steep Slope CUP for a new single family home to be located at 469 Ontario Avenue. The home is proposed to be 3,000 square feet, including a single car garage, on a vacant 3,650 square foot lot. Because the total floor area exceeds 1,000 square feet and the slope is greater than 30%, a Steep Slope CUP is required.

The Staff had analyzed the site and found no issues with the steep slope criteria. All the criteria is consistent and there are no unmitigated impacted. Planner Alexander noted that the Staff report indicated that the house was currently under review for an HDDR. However, the applicant submitted new plans this week and she had approved the new window drawings.

The Staff recommended that the Planning Commission conduct a public hearing and consider approving the Steep Slope Conditional Use Permit.

Chair Worel opened the public hearing.

There were not comments.

Chair Worel closed the public hearing.

Commissioner Strachan thought this was a straightforward application. He liked the contrast of seeing a simple project versus some of the more difficult projects that come before them.

MOTION: Commissioner Strachan moved to APPROVE the Steep Slope conditional use permit for 469 Ontario Avenue, according to the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the Staff report. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 469 Ontario Avenue

1. The property is located at 469 Ontario Avenue.

2. The property is described as Lot 1 of the Ontario Pack Subdivision. The lot contains 3,650 sf of lot area. The allowable building footprint is 1,486.58 sf for a lot of this size.

3. The site is not listed as historically significant on the Park City Historic Sites Inventory and there are no structures on the lot.

4. The property is located in the HR-1 zoning district, and is subject to all requirements of the Park City Land Management Code (LMC) and the 2009 Design Guidelines for Historic Districts and Historic Sites.

5. Access to the property is from Ontario Avenue, a public street. The lot is a downhill lot.

6. Two parking spaces are proposed on site. One space is proposed within an attached garage and the second is on the driveway in a tandem configuration to the garage.

7. The neighborhood is characterized by primarily non-historic single family and duplex houses. There are historic structures on Marsac Avenue, the street to the west of Ontario Avenue.

8. A Historic District Design Review (HDDR) application is being reviewed by staff for compliance with the Design Guidelines for Historic Districts and Historic Sites adopted in 2009. The design complies with the Guidelines except for the windows which are being revised.

9. The lot is an undeveloped lot containing primarily grasses, weeds, and shrubs that are not classified as significant vegetation.

10. There are no encroachments onto the Lot and there are no structures or wall on the Lot that encroach onto neighboring Lots.

11. The proposed design is for a single family dwelling consisting of 3,000 square feet (includes the single car garage) with a proposed building footprint of 1,435 sf.

12. The driveway is proposed to be a maximum of 12 feet in width and 18 feet in length from the edge of the street to the garage in order to place the entire length of the second parking space entirely within the lot. The garage door complies with the maximum width and height of nine feet (9').

13. The proposed structure complies with all setbacks.

14. The proposed structure complies with allowable height limits and height envelopes for the HR-1 zoning as the house measuring less than 27feet in height from existing grade and the design includes a 10 foot step back at 23 feet on the rear elevation.

15. The proposal, as conditioned, complies with the requirements of 15-5-5 of the LMC. It is currently under review for compliance with the Historic District Design Guidelines.

16. The proposed materials reflect the historic character of Park City's Historic Sites, incorporating simple forms, unadorned materials, and restrained ornamentation. Though modern, the architectural style is a contemporary interpretation and complements the scale of historic buildings in Park City. The exterior elements are of human scale and the scale and height follows the predominant pattern of the neighborhood, in particular the pattern of houses on the downhill side of Ontario Avenue.

17. The structure follows the predominant pattern of buildings along the street, maintaining traditional setbacks, orientation, and alignment. Lot coverage, site grading, and steep slope issues are also compatible with neighboring sites. The size and mass of the structure is compatible with surrounding sites, as are details such as the foundation, roofing, materials, as well as window and door openings. The single car attached garage and off-street parking area also complies with the Design Guidelines and is consistent with the pattern established on the downhill side of Ontario Avenue.

18. No lighting has been proposed at this time. Lighting will be reviewed at the time of the building permit for compliance with the Land Management Code lighting standards.

19. The applicant submitted a visual analysis/ perspective, cross canyon view from the east, and a streetscape showing a contextual analysis of visual impacts on adjacent streetscape.

20. There will be no free-standing retaining walls that exceed six feet in height with the

majority of retaining walls proposed at four feet (4') or less. The building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography.

21. The site design, stepping of the building mass, articulation, and decrease in the allowed difference between the existing and final grade for much of the structure mitigates impacts of construction on the 30% slope areas.

22. The plans include setback variations, increased setbacks, decreased building heights and an overall decrease in building volume and massing.

23. The proposed massing, articulation, and architectural design components are compatible with the massing of other single family dwellings in the area. No wall effect is created with adjacent structures due to the stepping, articulation, and placement of the house.

24. The proposed structure complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade and the highest portion is 27' from existing grade.

25. The findings in the Analysis section of this report are incorporated herein.

26. The applicant stipulates to the conditions of approval.

Conclusions of Law – 469 Ontario Avenue

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.2-6(B).

2. The CUP, as conditioned, is consistent with the Park City General Plan.

3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.

4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval – 469 Ontario Avenue

1. All Standard Project Conditions shall apply.

2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permit.

3. A final utility plan, including a drainage plan, for utility installation, public improvements, and storm drainage, shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers, including Snyderville Basin Water Reclamation District, prior to issuance of a building permit.

4. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

5. A final Landscape Plan shall be submitted to the City for review prior to building permit issuance. Such plan will include water efficient landscaping and drip irrigation. Lawn area shall be limited in area.

6. The plat must be recorded prior to building permit issuance.

7. An HDDR approval must be received prior to building permit issuance.

8. If required by the Chief Building Official based on a review of the soils and geotechnical report submitted with the building permit, the applicant shall submit a detailed shoring plan prior to the issue of a building permit. If required by the Chief Building Official, the shoring plan shall include calculations that have been prepared, stamped, and signed by a licensed structural engineer.

9. This approval will expire on April 9, 2015, if a building permit has not been issued by the building department before the expiration date, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning Director.

10. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission and the Final HDDR Design.

11. All retaining walls within any of the setback areas shall not exceed more than six feet (6’) in height measured from final grade, except that retaining walls in the front yard shall not exceed four feet (4’) in height, unless an exception is granted by the City Engineer per the LMC, Chapter 4.

12. Modified 13-D residential fire sprinklers are required for all new construction on this

lot.

13. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited.

14. Construction waste should be diverted from the landfill and recycled when possible.

15. All electrical service equipment and sub-panels and all mechanical equipment, except those owned and maintained by public utility companies and solar panels, shall be painted to match the surrounding wall color or painted and screened to blend with the surrounding natural terrain.

8. <u>901 Norfolk Avenue Subdivision, 901 and 907 Norfolk Avenue - Plat</u> (Application PL-13-02180)

Planner Alexander reported that the applicant was requesting a plat amendment due to the fact that when the property was surveyed they found that the rebar was located one foot off the existing property line. The title reports have shown Lot 1 at 26' wide and Lot 2 as 24' wide for several years. The purpose of the plat amendment is to correct the error to make sure that the property line exists exactly where the markers are located.

Planner Alexander noted that Lot 2 would have been a substandard lot at 24' wide, but a home that was built in 1991 currently sits across Lot 2 and Lot 3. It is the same property owner and they are requesting to remove the lot line between Lots 2 and 3, creating two new lots of record. An existing historic home sits on Lot 1 and encroaches on the 9th Street right-of-way. The applicant is required to enter into an encroachment agreement with the City.

Planner Alexander understood that the applicant intends to come in with an HDDR for additions to both of the existing homes.

Commissioner Strachan asked if the one-foot error created a domino effect all the way down the street. Planner Alexander replied that the one-foot error ends with Lot 2 so it does not keep going.

Commissioner Campbell asked what would happen if the applicant is not able to get an encroachment agreement with the City. Assistant City Attorney McLean replied that the City Engineer, Matt Cassel, determines whether or not there is an encroachment into the right-of-way, and it is fact specific. Requiring an encroachment agreement with the

City is standard and it memorializes the fact that it is an encroachment.

MOTION: Commissioner Stuard moved to forward a POSITIVE recommendation to the City Council for 901 Norfolk Avenue Subdivision, located at 901 and 907 Norfolk Avenue, based upon the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 901 Norfolk Avenue Subdivision

1. The property is located at 901 and 907 Norfolk Avenue within the Historic Residential (HR-1) District.

2. On December 17, 2013, the applicant submitted an application for a plat amendment to amend three (3) lots containing a total of 5,625 square feet into two (2) lots of record in order to conform to the found rebar and cap and the existing ownership for 901 Norfolk Avenue and 907 Norfolk Avenue.

3. The proposed Lot 1 will contain 1,950 square feet and Lot 2 will contain 3,675 square feet.

4. The application was deemed complete on January 2, 2014.

5. The HR-1 zone requires a minimum lot area of 1,875 square feet for a single-family dwelling and 3,750 square feet for a duplex.

6. Based on the lot areas, the maximum footprint allowed for Lot 1 is 873.8 square feet and for Lot 2 is 1,494.7 square feet.

7. The properties have frontage on and access from Norfolk Avenue.

8. Lot 1 contains an existing historic single family dwelling and Lot 2 contains an existing non-historic single family dwelling.

9. As conditions, the proposed plat amendment does not create any new non-complying or non-conforming situations.

10. The historic home at 901 Norfolk encroaches into the 9th Street ROW by less than one foot (1') and must obtain an encroachment agreement with the City for that encroachment prior to plat recordation.

11. The plat amendment secures public snow storage easements across the frontage of the lots.

Conclusions of Law – 901 Norfolk Avenue Subdivision

1. There is good cause for this plat amendment.

2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.

3. Neither the public nor any person will be materially injured by the proposed plat amendment.

4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 901 Norfolk Avenue Subdivision

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. No building permit for any work shall be issued unless the applicant has first made application for a Historic District Design Review and a Steep Slope CUP application if applicable.

4. The applicant shall obtain an encroachment agreement from the City prior to recording the plat for the encroachments into the 9th Street ROW.

5. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

6. A 10 foot (10') wide public snow storage easement is required along the frontage of

the lots with Woodside Avenue and shall be shown on the plat.

The Planning Commission resumed their earlier discussion regarding 300 Deer Valley Loop Road.

9. <u>Continued Discussion on 300 Deer Valley Loop Road, Roundabout Condominiums – Plat Amendment</u> (Application PL-13092147)

Commissioner Campbell recused himself and left the room.

Chair Worel announced that the order of the agenda had changed and this item was presented and discussed earlier in the meeting. At that time, the public hearing was left open in the event that the public had judged the time of the public hearing based on the agenda.

Commissioner Strachan noted that the Commissioners would not repeat the comments they had already made during the discussion, and he suggested that the public read the minutes from this meeting when they become available.

Chair Worel called for public comment.

David Constable had concerns with how this project would be staged. It is a tight space and he wanted to know how construction would occur without blocking the sidewalk and the street. Pedestrians had a difficult time last summer during the Deer Valley Drive construction and it was a real problem. He believed that moving the bus stop closer to the Roundabout would exacerbate the problem in terms of traffic coming around the turn. He wanted to know if there were plans to stage the project without getting in the way of the public on a busy sidewalk.

Commissioner Strachan informed Mr. Constable that a condition of approval was added stating, “The construction mitigation plan required at building permit application shall stipulate that all staging of the project must be done entirely on the applicant’s property, and that the hours of hauling shall be between 8:00 a.m. and 6:00 p.m. Monday through Friday throughout the duration of the project.” Commissioner Strachan believed the 8:00 a.m. to 6:00 p.m. time frame mirrors the current LMC language for when construction activity begins and ends.

Planning Manager Sintz stated that the Planning Commission could consider adding a

condition of approval stating that a neighborhood meeting be held on building permit issuance to make the neighbors aware of the different conditions and how construction mitigation and other safety and welfare issues were addressed.

Patricia Constable noticed from the drawings that the steep slope appeared to be mitigated and there was more assurance that the hillside would not be sliding into the street. Chair Worel replied that she was correct. Commissioner Gross explained that permanent shoring was proposed as part of the excavation. Commissioner Strachan informed Ms. Constable that the Commissioners and the applicant had a lengthy discussion regarding the shoring process.

Assistant City Attorney McLean informed Ms. Constable that if she did not want to wait for the minutes, the recording of the meeting would be available within a day or two and she could contact the Planning Department for a copy. Blake Henderson, the applicant, offered to meet with Ms. Constable after the meeting to explain the shoring process.

Chair Worel closed the public hearing.

Commissioner Stuard noted that Finding of Fact #19 states that a geo-technical report has been reviewed and approved. He wanted to know who approved it since it is not the purview of the Planning Commission to review and approve geo-technical reports. Planning Manager Sintz revised the language to state, “A geo-technical report was provided to the Planning Commission for their review.” Commissioner Stuard did not believe the brief review by the Planning Commission constitutes a full and necessary review.

Commissioner Phillips suggested revising the language to say that the geo-technical report was presented to the Planning Commission, but it should not say it was approved. Commissioner Gross thought they could add a condition of approval stating that the geo-technical report needs to be approved.

Mr. Henderson pointed out that it was a stamped certified geo-technical report by a licensed engineer. Commissioner Strachan clarified that the report as submitted needs to be approved by the City.

Chair Worel clarified that the wording in Finding of Fact 19 should read, “A geo-technical report was presented.” Commissioner Stuard preferred to say it was submitted because the applicant was not able to read the report and walk them through it. The Commissioners concurred. The Finding was changed to read, “A geo-technical report was submitted.”

Commissioner Strachan noted that the sidewalk that runs in front of the project is a dual use path that is used for biking and walking. He hoped that the construction staging would not interfere because it is the only way to get up and down Deer Valley Drive.

Planner Alexander noted that Condition of Approval #12 requires that all construction of the project must be staged on the property. Commissioner Gross asked if they should add a separate condition to required screening and fencing on the south side of the sidewalk. Commissioner Strachan suggested adding separate condition of approval stating, "The sidewalk on Deer Valley Drive shall remain passable at all times." Assistant City Attorney McLean recommended that they add the language to Condition #12, as opposed to making it a separate condition.

Chair Worel asked if the Commissioners wanted to add a condition of approval regarding a neighborhood meeting with the applicant. Mr. Henderson was not opposed to meeting with the neighbors and working through the plans; however, he was unclear on whether the neighbors would have a say in the construction mitigation plan. He was concerned that different opinions from different neighbors would stall the progress.

Commissioner Gross remarked that meeting with the neighbors would be more informational so they would know what to expect. Commissioner Phillips assumed that Mr. Henderson would take into consideration any concerns voiced by the neighbors.

Condition of Approval 15 was added to say, "The applicant shall conduct a neighborhood meeting that shall be held within 30 days of building permit issuance." Commissioner Stuard preferred "…within one week prior to the start of construction", rather than 30 days after the building permit.

Planning Manager Sintz suggested, "…within one week prior to the commencement of construction".

Commissioner Strachan thought they should require the applicant to make reasonable efforts to inform the neighbors. He drafted language to state, "The applicant shall make a reasonable effort to contact all the neighbors within 300 feet."

Commissioner Stuard was interested in adding language stating that the Building Department would look carefully at methods necessary to restore this site in the event that there is a cessation of construction. Planning Manager Sintz offered to schedule a work session where a representative from the Building Department could explain the current process. It would help the Commissioners understand the process for future applications. Assistant City Attorney McLean stated that the Staff would relay Commissioner Stuard's comments to the Building Department. She thought having a

work session with a Building Department representative was a good idea.

Commissioner Strachan reviewed the Findings and Conditions that were revised or added during this discussion.

Finding of Fact #19 – The geo-technical report was submitted.

Condition of Approval #12 – Add a sentence at the end, “The sidewalk on Deer Valley Drive shall remain passable at all times.

Add Condition of Approval #15 – Applicant shall conduct a meeting with surrounding neighborhoods within one week prior to beginning of construction. Applicant shall make reasonable efforts to inform all neighbors within 300’ of the meeting.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council for the Condominium Plat Amendment for 300 Deer Valley Loop Road, according to the Findings of Fact, Conclusions of Law and Conditions of Approval in the draft ordinance and as amended. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously. Commissioner Campbell was recused.

Findings of Fact – 300 Deer Valley Loop Road

1. The property is located at 300 Deer Valley Loop Road.

2. The property is located within the Residential (R-1) District.

3. The R-1 zone is a transitional zone in use and scale between the historic district and the Deer Valley Resort.

4. The condominium plat will create one (1) condominium lot of record containing a total of 27,779.15 square feet.

5. There are no existing structures on the property.

6. Access to the property will be from Deer Valley Drive in a single access point on a common driveway for all units to a shared underground parking structure.

7. The minimum lot size in the R-1 zone is 3,750 square feet for a duplex dwelling.

8. A duplex dwelling is an allowed use in the R-1 zone.

9. The total private area of the condominiums consists of 5,230.2 square feet; the Limited Common Area consists of 306 square feet.

10. Unit A consists of 3,769.6 square feet of private area and 2,852.3 square feet of limited common area. Unit B consists of 2,581.2 square feet of private area and 2,013 square feet of limited common area. Unit C consists of 2,581.2 square feet of private area and 2,013 square feet of limited common area. Unit D consists of 3,076.7 square feet of private area and 2,385.8 square feet of limited common area.

11. The entire project including the parking structure contains 9,446.1 square feet of common area, 12,008.7 square feet of private area, and 9,264.1 square feet of limited common area.

12. The footprints total 2,613 square feet for Units A&B combined and 2,286 square feet
for Units C&D combined; with a total footprint of the project being 4,899 square feet.

13. The height of the buildings will be 22 feet above existing grade

14. The front yard setback will be 20 feet, the rear yard setback will be 10 feet and the side yard setbacks will be 10 feet each.

15. The shared parking structure contains a total of 14 parking spaces, exceeding the eight (8) parking space requirement.

16. There are existing encroachments on the property from the owner of 510 Ontario Avenue.

17. The existing shared access easement will be removed with the approval of this plat.

18. Minimal construction staging area is available along Deer Valley Loop Road and Deer Valley Drive.

19. The Geo-technical report was submitted.

20. A Construction Mitigation Plan will be required upon submittal of a Building Permit application.

21. On June 14, 2007, the City Council approved the Roundabout Subdivision Plat.

This plat was recorded February 21, 2008.

22. On November 13, 2013, the Planning Department received a complete application for the Roundabout Condominiums plat.

23. Due to the bus pull-out modifications along Deer Valley Drive, the applicant will need
to deed a portion of property to the City for ROW improvements and receive another portion of existing ROW improvements back from the City. Exhibit C shows the 875 square feet that will be dedicated to the applicant and 164 square feet that will be dedicated to the City. The applicant previously dedicated 3,152.54 square feet to the City with the 2007 Subdivision for the bus pull-out and Deer Valley Drive and Deer Valley Loop ROW improvements (Exhibit E). In order for this to occur, the applicant will need to petition the City Council to vacate the 875 square feet of ROW.

24. As conditioned, this condominium plat is consistent with the conditions of approval of the Roundabout Subdivision plat as per the findings in the Analysis section.

Conclusions of Law – 300 Deer Valley Loop Road

1. There is good cause for this condominium plat.

2. The supplemental plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.

3. Neither the public nor any person will be materially injured by the proposed supplemental plat.

4. Approval of the condominium plat, subject to the conditions of approval stated below, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 300 Deer Valley Loop Road

1. The City Attorney and City Engineer will review and approve the final form of the condominium 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 Summit County within one (1) year from the date of City Council approval. If recordation has not occurred within the one year time frame, this approval will be void, unless a complete application requesting an

extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. The applicant stipulates restricting the development to two (2) condominium buildings with one (1) underground shared parking structure. This shall be noted on the plat.

4. The footprint of each condominium building will not exceed 3,200 square feet, to be noted on the plat.

5. Shared access for the four units will be a single access point for all units on a common driveway into a shared underground parking structure, accessed from Deer Valley Drive, to be noted on the plat.

6. All vehicles exiting the common driveway must pull out of the driveway onto Deer Valley Drive front-facing, to be noted on the plat.

7. 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.

8. A 10 foot (10') wide public snow storage easement is required along the frontage of the lot with Deer Valley Drive and Deer Valley Loop Road and shall be shown on the plat.

9. A five foot (5') wide public utility easement is required along the rear and side lot lines.

10. The applicant shall submit a financial guarantee, in an amount approved by the City Engineer and in a form approved by the City Attorney, for the public improvements including, but not limited to, the fire hydrant, storm drain box, bus pull-out, improvements to Deer Valley Drive, and lighting, prior to plat recordation.

11. An encroachment agreement between the applicant and the owner of 510 Ontario Avenue that addresses all current encroachments (asphalt driveway, rock retaining wall and hot tub) onto the applicant's property shall be remedied prior to plat recordation.

12. The Construction Mitigation Plan required at Building Permit application shall stipulate that all staging of the project must be done entirely on the applicant's property and that the hours of hauling shall be between 8 am and 6 pm Monday

through Friday throughout the duration of the project. The sidewalk on Deer Valley Drive shall remain passable at all times.

13. There shall be a tie breaker mechanism in the CCR's.

14. Due to the bus pull-out modifications along Deer Valley Drive, the applicant will need to deed a portion of property to the City for ROW improvements and receive another portion of existing ROW improvements back from the City. In order for this to occur, the applicant will need to petition the City Council to vacate the 875 square feet of ROW prior to plat recordation.

15. Applicant shall conduct a meeting with the surrounding neighborhoods within one week prior to beginning of construction. Applicant shall make reasonable efforts to inform all neighbors of the meeting within 300'.

The Park City Planning Commission meeting adjourned at 8:45 p.m.

Approved by Planning Commission: _____

WHEN RECORDED, MAIL TO:

Thomas G. Bennett
Ballard Spahr LLP
201 So. Main, Suite 800
Salt Lake City, UT 84111-2221

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
NORTH SILVER LAKE

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR NORTH SILVER LAKE ("**Amendment**"), is made as of this ___ day of _____, 2015, by SR SILVER LAKE, LLC, a Utah limited liability company ("**Declarant**").

RECITALS:

A. SR Silver Lake, LLC is the Declarant under that certain Declaration of Condominium for North Silver Lake recorded June 17, 2014 as Entry Number 997266 in Book 2244 at Page 934 of the Official Records of the Summit County Recorder, as amended by that certain First Amendment to Declaration of Condominium for North Silver lake recorded June 24, 2014 as Entry Number 997701 in Book 2245 at Page 1273 of the Official Records of the Summit County Recorder ("**Declaration**") that encumbers the real property situated in Summit County, Utah and more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference.

B. Section 26.2 of the Declaration permits the Declarant to unilaterally amend Exhibit B to the Declaration to reflect the total square footages of each Unit after the Units have been constructed and permits Declarant to unilaterally amend the Declaration during the Declarant Control Period for any other purpose so long as such amendment does not materially adversely affect title to any property.

C. Declarant has completed construction of certain Units and has made small revisions to the construction plans for the remainder of the Project, resulting in changes to the Square Footage of the Units.

D. Declarant now desires to amend Exhibit B to the Declaration to reflect the as-built Square Footage of certain Units that have been constructed and to revise the projected Square Footage of other Units.

AGREEMENT:

NOW, THEREFORE, Declarant hereby declares as follows:

1. Incorporation of Recitals and Definitions. The foregoing Recitals are true and correct and are incorporated herein as fully set forth hereinafter. Capitalized terms in this Amendment, unless otherwise defined herein, shall have the meaning given to them in the Declaration.

2. Replacement of Exhibit B. Exhibit B to the Declaration is hereby amended and restated in its entirety and replaced with Exhibit B attached hereto, which exhibit is incorporated herein by reference.

3. Declaration Remains in Effect. This Amendment shall be considered supplemental to the Declaration. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Amendment. In the event of a conflict or inconsistency between the terms of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall control.

4. Declarant Rights. Declarant shall retain all rights of Declarant as set forth in the Declaration, and this Amendment shall neither amend nor abrogate such rights.

5. Authority. Declarant hereby certifies that Declarant may execute this Amendment without the signature of any other party pursuant to its rights under Section 26.2 of the Declaration.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to Declaration of Condominium for North Silver Lake as of the date first set forth above.

SR SILVER LAKE, LLC, a Utah limited liability company

By: _____
Jeffrey Dinkin, Executive Director

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me _____, a notary public, personally appeared Jeffrey Dinkin, the Executive Director of SR Silver Lake, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires: _____ Residing at: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All of the condominium units and other property included in the NORTH SILVER LAKE CONDOMINIUM PLAT, amending Lot 2B of North Silver Lake, as identified on the Condominium Plat recorded June 17, 2013, as Entry No. 997265, and in the Declaration of Condominium recorded June 17, 2014, as Entry No. 997266, in Book 2244 at Page 934, in the Summit County Recorder's Office.

EXHIBIT B

SCHEDULE OF UNITS, SQUARE FOOTAGE, VOTES AND UNDIVIDED INTERESTS

Unit Identifying Number	Approx. Sq. Footage of Unit[1]	No. of Votes Per Unit	Undivided Interest Per Unit[2]
131	4,137	17	1.75%
132	4,630	20	1.96%
231	4,149	18	1.75%
233	3,655	15	1.54%
311	2,544	11	1.08%
312	2,181	9	0.92%
331	3,965	17	1.68%
332	3,503	15	1.48%
333	3,651	15	1.54%
334	2,445	10	1.03%
341	1,997	8	0.84%
343	2,068	9	0.87%
411	2,541	11	1.07%
412	2,176	9	0.92%
413	4,333	18	1.83%
414	4,439	19	1.88%
421	4,579	19	1.94%
422	4,510	19	1.91%
431	4,761	20	2.01%
432	3,950	17	1.67%
433	2,993	13	1.27%
441	2,006	8	0.85%
442	2,008	8	0.85%
444	4,408	19	1.86%
511	2,702	11	1.14%
512	3,756	16	1.59%
521	4,704	20	1.99%
532	4,922	21	2.08%
541	1,999	8	0.84%
542	1,998	8	0.84%
543	4,064	17	1.72%
611	2,701	11	1.14%
612	3,733	16	1.58%

Unit Identifying Number	Approx. Sq. Footage of Unit[1]	No. of Votes Per Unit	Undivided Interest Per Unit[2]
613	4,443	19	1.88%
621	4,704	20	1.99%
641	2,006	8	0.85%
642	2,000	8	0.85%
643	2,070	9	0.87%
644	4,417	19	1.87%
C-1	817	3	0.35%
C-2	909	4	0.38%
C-3	3,218	14	1.36%
SU-1	1,915	8	0.81%
1	6,505	27	2.75%
2	6,160	26	2.60%
3	6,148	26	2.60%
4	6,148	26	2.60%
5	6,688	28	2.83%
6A	6,106	26	2.58%
6B	6,106	26	2.58%
7	6,760	29	2.86%
8	8,686	37	3.67%
9	6,572	28	2.78%
10	6,261	26	2.65%
11	6,438	27	2.72%
12	6,851	29	2.90%
13	6,051	26	2.56%
14	6,413	27	2.71%
Totals:	236,600	1,000	100.00%

[1] Once the Units are completed, the Declarant has the unilateral right, but not the obligation to amend this Exhibit B to reflect the actual Square Footage of the Units, as constructed.

[2] May total slightly more or less than 100% due to rounding.

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Planning Staff requests the City Council conduct a public hearing and continue the public hearing on the Land Management Code Amendments- various 2015 updates, to July 16, 2015. Due to the length of the Planning Commission meeting on June 10th, when this item was scheduled to be heard, the Commission continued this item until June 24th.

The Planning Staff conducted an annual review of the Land Management Code (LMC) and proposes these amendments to the Code for consideration by the Planning Commission and City Council. This annual review includes various administrative and substantive items to align the LMC with the State Code, to address issues and inconsistencies that have come up over the past year, and to address specific goals of the newly adopted Park City General Plan.

The following Land Management Code Amendments are proposed as part of the 2015 Annual LMC Review and Update, with additional items to follow:

- Setbacks for patios and hot tubs in HRL, Chapter 2.1, HR-1 Chapter 2.2, HR-2 Chapter 2.3, and RC Chapter 2.16;
- Applicability of Steep Slope Conditional Use Permits in HRL, Chapter 2.1, HR-1 Chapter 2.2, and HR-2 Chapter 2.3;
- Combination of condominium units procedure in Chapters 7.1;
- Annexations procedure and review in Chapter 8;
- Non-conforming uses and non-complying structures in Chapter 9;
- Board of Adjustment standard of review and appeals in Chapters 1 and Chapter 10; and
- Definitions in Chapter 15

Respectfully:

Kirsten Whetstone, Senior Planner

DATE: June 25, 2015

TO HONORABLE MAYOR AND COUNCIL

Please hold a public hearing and continue to a date uncertain.

Respectfully:

Kirsten Whetstone, Senior Planner

City Council
Staff Report

PLANNING DEPARTMENT

Application: **PI-14-02595**
Subject: **LMC Amendments**
Author: **Kirsten Whetstone, MS, AICP**
Date: **May 14, 2015**
Type of Item: **Legislative – LMC Amendments**

Summary Recommendation

Staff recommends the City Council review proposed amendments to the Land Management Code (LMC) regarding Transfer of Development Rights (TDR) in Chapter 15-2.24. Staff recommends the Council conduct a public hearing, consider public input, and consider adopting the attached Ordinance.

Executive Summary

The Planning Staff is beginning the 2015 annual review of the Land Management Code. This annual review includes various administrative and substantive items to align the LMC with the State Code, to address issues and inconsistencies that have come up over the past year, and to address specific goals of the newly adopted Park City General Plan. These specific LMC amendments were identified by several property owners in the "Old Town" zoning districts with a specific request to review and amend how Development Credits are calculated within the Transfer of Development Rights (TDR) program for property within specific Sending zones.

Staff is currently conducting a more in depth review of the entire Transfer of Development Rights (TDR) program, including a review of existing and potential future receiving and sending zones as well as a review of the mechanics of the transfer of development rights process. This additional review will be presented to the Planning Commission at a future date for further discussion and recommendation to City Council.

Staff is also researching other TDR programs in the western United States to see what makes them successful. Reviewing the TDR program is identified as one of the goals of the newly adopted General Plan and is also included in the strategies laid out in the Plan.

Acronyms used in this Report

HR-1- Historic Residential Zoning District
HRL- Historic Residential Low Density Zoning District
LMC- Land Management Code
PCMR/LoPa- Park City Mountain Resort/Lower Park Avenue
STH- Sending Treasure Hill
TDR- Transfer of Development Rights
TDR-S- Transfer of Development Rights Sending
TDR-R- Transfer of Development Rights Receiving
TDR-SHD- Transfer of Development Rights Sending Historic District
TDR- SOT1- Transfer Development Rights Sending Old Town 1 (Overlay Zone)

Description

Project Name:	LMC Amendments to Chapter 2.24
Approximate Location:	Historic Districts TDR Sending zones
Proposal:	Amendments to the Land Management Code (LMC) require Planning Commission review and recommendation with final action by the City Council.

Background

On February 25, 2015, the Planning Commission conducted a public hearing, discussed the proposed TDR amendments and requested the Planning Staff return on the March 11, 2015 meeting with an Ordinance outlining the specific LMC revisions so they could forward a recommendation to City Council (see Exhibit D- Planning Commission minutes). On March 11, 2015, the Planning Commission conducted a public hearing and unanimously forwarded a positive recommendation to the City Council (Exhibit E). The minutes of the Planning Commission meetings are included with this report due to the lengthy discussion regarding the overall TDR program that Staff will address in a future report. As Staff presents code amendments to implement the goals and objectives of the General Plan other potential sending and receiving zones will be reviewed as well as revisions to the mechanics of the TDR program to make it a sharper and more useful planning tool. The TDR program was added to the LMC in 2011. There has been infrequent application since implementation of the program. To date only three application requests for TDR credit letters have been submitted and no actual transfer of development rights or credits has taken place.

General Plan

These proposed Land Management Code (LMC) amendments were reviewed for consistency with the recently adopted Park City General Plan. The LMC implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values. The LMC shall be updated on a regular basis to stay current with State Law and the General Plan. The General Plan includes strategies to strengthen the Transfer of Development Rights (TDR) program as a more effective tool to direct the location of growth and to preserve sensitive lands (steep slopes, hillsides, ridges, wetlands, etc.), to preserve historic sites, and to ensure that development is compatible with surrounding neighborhoods.

These first proposed amendments to the TDR Chapter clarify calculation of Development Credits for equity issues and consistency throughout the District as well as clarify certain specific requirements for individual overlay Sending Zoning Districts that property owners and staff found unclear. Staff finds these changes are necessary for the current TDR program to work effectively.

Planning Staff will return at a future meeting with a complete analysis of the entire TDR program, a comparison with other TDR programs in the State, and provide a framework for the Commission to discuss several alternatives to make this a stronger and more effective tool in Park City's growth management tool box. This request to revisit

Development Credit calculations has long been anticipated by property owners in historic district Sending areas in order for them to more fully evaluate their options to development.

Transfer of Development Rights

The General Plan includes several strategies referring to the Transfer of Development Rights (TDR) program. Staff provided this review to give the Commission and Council the big picture regarding the anticipated improved TDR program. These include Strategies 1.1, 1.2, 1.11, 1.12, 2.6, 2.10, 4.2, and 4.3 (Reference to the Park City General Plan - Volume One) as stated below:

Community Planning Strategies

1.1- Amend the Land Management Code to allow TDR credits to be utilized within defined receiving zones for additional density that compliments the existing built environment. Increased density should only be achieved through the purchase of TDR credits and for affordable housing. This requires the adoption of new context sensitive criteria within the LMC. The use of these TDRs is limited to the City's TDR program.

1.2- Identify transition areas where two adjacent neighborhoods meet and one neighborhood has a higher density. Transition zones should be considered to receive TDR credits within the less dense neighborhood along the connection into the denser neighborhood. Specific review criteria shall be created for increased density in a transition zone to ensure an appropriate medium between the two existing neighborhoods.

1.11- Identify and prioritize parcels for open space acquisition and include as TDR sending zones.

1.12- The Transfer of Development Rights (TDR) system shall reflect market rate valuations.

2.6 – Research the pros and cons to understand and evaluate the impacts of a regional TDR program in the Wasatch Back. If feasible under state code, consider adoption of state legislation; otherwise identify necessary legislative steps to establish a regional TDR program. Identify future capacity to receive density within the County and City limits to limit sprawl, concentrate densities, and protect open space.

2.10- Explore opportunities to expand the City's TDR program. PCMR/LoPa, Bonanza Park, Snow Creek and Lower Deer Valley (Snow Park) may be suitable locations to receive density from "sending zones". Additional receiving zones should be considered subject to thorough planning analysis.

4.2- Create increased opportunities for preservation of open space through designation of TDR sending zones and identify appropriate areas for increased density within TDR receiving zones.

4.3- Update the TDR program as needed to reflect market rate valuations of properties included within TDR zones; multipliers may be used to incentivize the conservation of open space. Ensure the public is educated regarding the use and function of TDRs and that the update is a public process. Consider a City "bank" for TDRs.

Proposed LMC Amendments

Several property owners are considering the TDR option for property that is currently in a designated historic sending zone; however the language in the LMC regarding specific Old Town Sending Zones (see below and Exhibit A) requires that these properties can only "send" one Development Credit (equivalent to 2000 SF) for each lot that meets the minimum lot area of the underlying zoning district. For example, if a property owner has one (1) 25' x 75' lot (1,875 SF) in HR-1 (the minimum size buildable lot); they may receive a "sending" Development Credit of 2000 SF that can be sold/transferred to a Receiving Zone. An owner in HRL where minimum lot size is 3,750 sf (requires two 1,875 sf lots to build) may receive only one "sending" Development Credit. There is also confusing language in the section that can be made more clear.

15-2.24-2. ESTABLISHMENT OF SENDING AND RECEIVING DISTRICTS.

(A) The City Council may amend Sending Sites and Receiving Sites as TDR Zoning Districts within the Official Zoning Map by ordinance in the manner of amending the Official Zoning Map pursuant to Section 15-1-7 of this Code. The designations "TDR-S" shall be the prefix designations "TDR-S" shall be the prefix title for the overlay Zoning District for Sending Sites, the designation "TDR-R" shall be the prefix title of the overlay Zoning District for Receiving Sites.

(B) All vacant lots within the Park City Historic Districts ~~(except for those lots included in SOT1, SOT2, SOT3, and STH)~~ and all Sites listed on the Park City Historic Sites Inventory shall be eligible as Sending Sites. Vacant lots and Sites listed on the Park City Historic Sites Inventory, except for those lots included in overlay Zoning Districts SOT1, SOT2, SOT3 and STH, ~~and~~ shall be an overlay Zoning District referred to as TDR-Sending Historic District (TDR- SHD). All Lots and Sites included in overlay Zoning Districts SOT1, SOT2, SOT3 and STH shall be eligible as Sending Sites as further specified in Section 15-2.24-4 and shall be an overlay Zoning District referred to as TDR-SOT1, TDR-SOT2, TDR-SOT3, and TDR-STH respectively.

(C) Sending Sites and Receiving Sites shall be consistent with the General Plan and the purpose statements of Chapter 2.24.

The issue that has arisen is the value of the TDR program for those property owners in the HRL Zoning District in Old Town that are within these Old Town Sending Zones (see map in Exhibit B) where the minimum lot size is 3,750 SF (two "Old Town" lots). Under the current code, they may only receive one (1) Development Credit of 2000 SF to sell

or transfer to a designated Receiving Zone, for each two "Old Town" lots. See below and attached Exhibit A for specific proposed amendments (redlines to existing Chapter 2.24).

15-2.24-4. DEVELOPMENT CREDIT DETERMINATION LETTER
(A) The total number of Development Credits available to a Sending Site shall be determined as follows:

(1) **TDR – Sending Treasure Hill (TDR-STH)**. For properties within TDR-STH, one (1) Development Credit per existing MPD Unit Equivalent may be calculated. A maximum of twenty-two (22) MPD Unit Equivalents may be sent from the TDR-STH Sending Site.

(2) **TDR – Sending Old Town1 (TDR-SOT1), Sending Old Town 2 (TDR-SOT2), and Sending Old Town 3 (TDR-SOT3).** For Properties within TDR-SOT1, TDR-SOT2, and TDR-SOT3, one (1) Development Credit may be calculated per each 1,875 square feet of platted Lot Area within the overlay Zoning District (Sending Zone). Development Credits shall be prorated for each portion of 1,875 square feet of platted Lot Area. For example, if the property consists of 3,750 square feet of platted Lot Area then two (2) Development Credits may be calculated. For example, if the property consists of 937.5 square feet of platted Lot Area, then 0.5 Development Credits may be calculated.

For property within the TDR-SOT1 overlay Zoning District, where the underlying zoning designation is Estate (E), Development Credits shall be calculated per existing minimum L~~l~~ot A~~a~~rea within the underlying Estate Zoning District.

(3) **TDR – Sending Historic District (TDR-SHD)**.

(a) For vacant Lots of record in the Historic Districts, one (1) Development Credit per each existing 1,875 square feet of platted Lot Area ~~of record~~ may be calculated. Development Credits shall be prorated for each portion of 1,875 square feet of platted Lot Area.

(b) For Sites listed on the Historic Sites Inventory, one (1) Development Credit per 2,000 square feet of unused development potential may be calculated.

Staff presented this issue to the Commission on February 25th and March 11th 2015, and following lengthy discussion of the overall TDR program, there was support to amend the LMC to consider increasing the Development Credit calculation for HRL zoned lots to two (2) credits – basically noting that one (1) Development Credit may be calculated for each typical Old Town lot of 1,875 SF or each 1,875 SF of platted Lot Area (2 credits for a standard 3,750 SF minimum lot size).

Sending Site Procedure
Staff proposes additional amendments to the Sending site procedure for clarity of language as outlined in Exhibit A and below:

15-2.24-5.

SENDING SITE PROCEDURE.

(A) The following is the Sending Site procedure that must be followed to send Development Credits:

(1) TDR-S Property Owners may choose to develop their property under Base Zoning, or they may choose to sell, Transfer, or joint venture their Development Rights.

(2) TDR-S fee Property Owners may request a Development Credit determination letter from the Park City Planning Director.

(3) A TDR-S Property Owner is eligible to negotiate the sale, Transfer, or joint venture of their Property's Development Credits.

(4) A Development Credit may only be sold, conveyed, or otherwise transferred by the Owner(s) or their legal representative.

(5) The sale, conveyance, or Transfer shall occur upon surrender of the Development Credits which authorizes the Park City Planning Director, or designee to Transfer the Development Credits to the stated transferee by reissuing the Development Credits in the transferee's name, and recording a Development Credit Certificate in the real Property records of Summit County.

(6) With each Transfer or sale, a Conservation Easement and/or deed restriction shall be recorded covering the entire Site, or if only a portion of the available Development Credits are sold then the Conservation Easement and/or deed restriction shall cover a proportional amount of the Site to be determined by the Park City Planning Director or a designee.

(7) Within TDR-STH, portions of Development Rights may be sent to a Receiving Site. Within the TDR-STH portions of Development Rights up to the maximum of twenty-two (22) MPD Unit Equivalents may be sent to a Receiving Site overlay Zoning District. Twenty-two (22) MPD Unit Equivalents in the TDR- STH zone equates to twenty-two (22) Development Credits in a Receiving Site overlay Zoning District.

(8) Within the individual TDR- SOT1, TDR-SOT2, and TDR-SOT3 overlay Zoning Districts, Property Owners must sell, Transfer, or joint venture all of the Development Rights within the individual overlay Zoning District~~zone~~. Portions of the TDR-SOT1, TDR-SOT2, and TDR- SOT3 overlay Zoning Districts shall not be developed if any portion of that ~~the TDR-SOT1, TDR-SOT2, and TDR-SOT3~~ overlay Zoning District has been sent to a Receiving Site. An Owner of land within an individual ~~the~~ TDR-SOT overlay Zoning District will not be eligible to Transfer Development Credit if they chose to sell or develop any portion of that ~~e TDR-SOT1, TDR-SOT2 and TDR-SOT3~~ TDR-SOT overlay Zoning District. The Development

Rights associated with each individual TDR-SOT1, TDR-SOT2, and TDR-SOT3 overlay Zoning Districts must be transferred in whole.

(9) When all available Development Credits on a Sending Site have been purchased, no Uses other than those enumerated in the Conservation Easement are allowed. Responsibility for any required maintenance or abatement remains with the fee title Owner~~.~~ or as further described in the Conservation Easement.

(10) The final Transfer of Development Credits will be completed upon Development Approval on a Receiving Site and the Recording of a deed restriction and/or Conservation Easement against the Sending Site or if the Owner of the Development Credits chooses to forfeit Development Rights and records a deed restriction and/or Conservation Easement against the Sending Site the Transfer of Development Credits will be considered completed. ~~to do so.~~

(11) TDR-S Property Owners shall notify any lien or mortgage holders of the sale of the Development Credits, and such notification shall be demonstrated by written approval submitted to the City prior to Transfer.

(12) TDR-S Property Owners shall be responsible for notification of the county tax assessor regarding possible changes in Property value.

The Commission conducted a public hearing on February 25, 2015 and requested staff return on March 11, 2015, with these specific redlines and an Ordinance so they could forward a recommendation to City Council. A more comprehensive review of the TDR program will be discussed as the Commission discusses and prioritizes items related to implementation of the General Plan. While there was consensus at the March 11, 2015, meeting, and a unanimous vote to forward a positive recommendation on these specific LMC amendments, there was not consensus as to prioritizing the comprehensive review of the TDR program. Minutes of the Planning Commission meetings (Exhibits D and E) reflect public input and Staff will provide a detailed analysis and discussion of these issues when the comprehensive review is presented to the Commission at a future meeting.

Process

Amendments to the Land Management Code require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per LMC § 15-1-18.

Notice

Legal notice of a public hearing was posted in the required public spaces and websites on April 29, 2015 and published in the Park Record on the same date per requirements of the Land Management Code.

Public Input
Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of Land Management Code amendments. Public input in support of the amendments was received at the February 25th Commission meeting (see Exhibit D). Staff also received written public input in support of these changes (see Exhibit C) that was handed out at the February 25th meeting. Public input was received regarding the mechanics of the TDR program with a request that the Planning Commission consider future changes that would strengthen the TDR program and ensure that it is an effective growth management tool. There were also comments related to two Estate Zoned lots located adjacent to the TDR-SOT1 overlay district and a request that they be included as an additional sending zone. Additional public input in support of these amendments was presented to the Commission at the March 11, 2015 meeting.

Alternatives

- The City Council may approve the Land Management Code amendments as presented or as amended at the meeting; or
- The City Council may deny the amendments; or
- The City Council may continue the discussion to a date certain and provide direction to Staff regarding additional information or analysis needed in order to take final action.

Significant Impacts
There are no significant financial or environmental impacts to the City that result from the proposed LMC amendments. The proposed amendments provide additional incentives to affected property owners to consider and utilize the TDR program for the purposes stated in the Code to preserve sensitive lands, open space, historic structures, and community character.

Summary Recommendation
Staff recommends the City Council review proposed amendments to the Land Management Code (LMC) regarding Transfer of Development Rights (TDR) in Chapter 15-2.24. Staff recommends the Council conduct a public hearing, consider public input, and consider adopting the attached Ordinance.

Exhibits
Draft Ordinance
Exhibit A – Chapter 2.24 Transfer of Development Rights Overlay (TDR) redlines
Exhibit B – Transfer of Development Rights Maps
Exhibit C – Written public input received
Exhibit D – Minutes of February 25, 2015 Planning Commission meeting
Exhibit E – Minutes of March 11, 2015 Planning Commission meeting

Ordinance 15-

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, REVISING CHAPTER 2.24 TRANSFER OF DEVELOPMENT RIGHTS (TDR)

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

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

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

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meetings on February 25th and March 11th , 2015, and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on May 14, 2015; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the State of Utah Code, the Park City General Plan and to be consistent with the values and goals of the Park City community and City Council to protect health and safety, maintain the quality of life for its residents, preserve and protect the residential neighborhoods, ensure compatible development, preserve historic resources, protect environmentally sensitive lands, and preserve the community's unique character.

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

SECTION 1. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 2.24 (Transfer of Development Rights). The recitals above are incorporated herein as findings of fact. Chapter 2.24 of the Land Management Code of Park City is hereby amended as redlined (see Exhibit A).

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

PASSED AND ADOPTED this ___ day of _____, 2015

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, Mayor

Attest:

_____
Marci Heil, City Recorder

Approved as to form:

_____
Mark Harrington, City Attorney

Exhibits
Exhibit A – Chapter 2.24 (Transfer of Development Rights) amendments

EXHIBIT A

PARK CITY MUNICIPAL CODE
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TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 2.24 – TRANSFER OF DEVELOPMENT RIGHTS (TDR) OVERLAY ZONE REGULATIONS

Chapter created by Ordinance No. 11-12

15-2.24-1. PURPOSE.

The purposes of the Transfer of Development Rights Overlay Zone are to:

(A) promote the general health, safety, and welfare of the present and future inhabitants, businesses, and visitors of Park City;

(B) preserve Open Space, scenic views, environmental areas, Steep Slopes and Sensitive Lands;

(C) conserve Agriculture, and forest areas;

(D) protect lands and structures of aesthetic, architectural, and Historic significance;

(E) retain Open Space in which healthful outdoor recreation can occur;

(F) improve upon Park City's well-established park and trail system;

(G) ensure the owners of preserved, conserved, or protected land may make reasonable use of their Property rights by transferring their right to develop to eligible zones;

(H) provide a mechanism whereby Development rights may be reliably Transferred;

(I) ensure Development Rights are transferred to properties in Areas or districts that have adequate community facilities and infrastructure, including transportation, to accommodate additional Development; and

(J) locate receiving zones to improve future traffic circulation

15-2.24-2. ESTABLISHMENT OF SENDING AND RECEIVING DISTRICTS.

(A) The City Council may amend Sending Sites and Receiving Sites as TDR Zoning Districts within the Official Zoning Map by ordinance in the manner of amending the Official Zoning Map pursuant to Section 15-1-7 of this Code. The designations "TDR-S" shall be the prefix

title for the overlay Zoning District for Sending Sites, the designation "TDR-R" shall be the prefix title of the overlay Zoning District for Receiving Sites.

(B) All vacant lots within the Park City Historic Districts ~~(except for those lots included in SOT1, SOT2, SOT3, and STH)~~ and all Sites listed on the Park City Historic Sites Inventory shall be eligible as Sending Sites. Vacant lots and Sites listed on the Park City Historic Sites Inventory, except for those lots included in overlay Zoning Districts SOT1, SOT2, SOT3 and STH, ~~and~~ shall be an overlay Zoning District referred to as TDR-Sending Historic District (TDR-SHD). All Lots and Sites included in overlay Zoning Districts SOT1, SOT2, SOT3 and STH shall be eligible as Sending Sites as further specified in Section 15-2.24-4 and shall be an overlay Zoning District referred to as TDR-SOT1, TDR-SOT2, TDR-SOT3, and TDR-STH respectively.

(C) Sending Sites and Receiving Sites shall be consistent with the General Plan and the purpose statements of Chapter 2.24.

15-2.24-3. SENDING SITE ELIGIBILITY

All Properties located within the TDR-S overlay zone are eligible to Transfer Development Credits.

15-2.24-4. DEVELOPMENT CREDIT DETERMINATION LETTER

(A) The total number of Development Credits available to a Sending Site shall be determined as follows:

(1) **TDR – Sending Treasure Hill (TDR-STH)**. For properties within TDR-STH, one (1) Development Credit per existing MPD Unit Equivalent may be calculated. A maximum of twenty-two (22) MPD Unit Equivalents may be sent from the TDR-STH Sending Site.

(2) **TDR – Sending Old Town1 (TDR-SOT1), Sending Old Town 2 (TDR-SOT2), and Sending Old Town 3 (TDR-SOT3).** For Properties within TDR-SOT1, TDR-SOT2, and TDR-SOT3, one (1) Development Credit may be calculated per each 1,875 square feet of platted Lot Area within the overlay Zoning District (Sending Zone). Development Credit shall be prorated for each portion of 1,875 square feet of platted Lot Area. For example, if the property consists of 3,750 square feet of platted Lot Area then two (2) Development Credits may be calculated. For example, if the property consists of 937.5 square feet of platted Lot Area, then 0.5 Development Credits may be calculated.

For property within the TDR-SOT1 overlay Zoning District, where the underlying zoning designation is Estate (E), Development Credits shall be calculated per existing minimum L~~l~~ot A~~a~~rea within the underlying Estate Zoning District.

(3) **TDR – Sending Historic District (TDR-SHD)**.

(a) For vacant Lots of record in the Historic Districts, one (1) Development Credit per each existing 1,875 square feet of platted Lot Area ~~of record~~ may be calculated. Development Credits shall be prorated for each portion of 1,875 square feet of platted Lot Area.

(b) For Sites listed on the Historic Sites Inventory, one (1) Development Credit per 2,000 square feet of unused development potential may be calculated.

(B) If requested, this calculation will be made by the Park City Planning Director or his or her designee in the form of a determination letter. If the calculation results in a fraction it shall be rounded to the nearest hundredth. Such letter will indicate the Development Credits at the time the request is made. The letter is an indication of possible Development Credits that may Transfer. The Development Credits are not Base Zone Density. The number of Development Credits may change if an MPD is amended or expires, or if the LMC is amended. A determination letter is not a binding document and does not grant a vested right.

15-2.24-5. SENDING SITE PROCEDURE.

(A) The following is the Sending Site procedure that must be followed to send Development Credits:

(1) TDR-S Property Owners may choose to develop their property under Base Zoning, or they may choose to sell, Transfer, or joint venture their Development Rights.

(2) TDR-S fee Property Owners may request a Development Credit determination letter from the Park City Planning Director.

(3) A TDR-S Property Owner is eligible to negotiate the sale, Transfer, or joint venture of their Property's Development Credits.

(4) A Development Credit may only be sold, conveyed, or otherwise transferred by the Owner(s) or their legal representative.

(5) The sale, conveyance, or Transfer shall occur upon surrender of the Development Credits which authorizes the Park City Planning Director, or designee to Transfer the Development Credits to the stated transferee by reissuing the Development Credits in the transferee's name, and recording a Development Credit Certificate in the real Property records of Summit County.

(6) With each Transfer or sale, a Conservation Easement and/or deed

restriction shall be recorded covering the entire Site, or if only a portion of the available Development Credits are sold then the Conservation Easement and/or deed restriction shall cover a proportional amount of the Site to be determined by the Park City Planning Director or a designee.

(7) Within TDR-STH, portions of Development Rights may be sent to a Receiving Site. Within the TDR-STH portions of Development Rights up to the maximum of twenty-two (22) MPD Unit Equivalents may be sent to a Receiving Site overlay Zoning District. Twenty-two (22) MPD Unit Equivalents in the TDR-STH zone equates to twenty-two (22) Development Credits in a Receiving Site overlay Zoning District.

(8) Within the individual TDR-SOT1, TDR-SOT2, and TDR-SOT3 overlay Zoning Districts, Property Owners must sell, Transfer, or joint venture all of the Development Rights within the individual overlay Zoning District~~zone~~. Portions of the TDR-SOT1, TDR-SOT2, and TDR-SOT3 overlay Zoning Districts shall not be developed if any portion of that ~~the TDR-SOT1, TDR-SOT2, and TDR-SOT3~~ overlay Zoning District has been sent to a Receiving Site. An Owner of land within an individual ~~the~~ TDR-SOT overlay Zoning District will not be eligible to Transfer Development Credit if they chose to sell or develop any portion of that ~~e TDR-SOT1, TDR-SOT2 and TDR-SOT3~~ TDR-SOT overlay Zoning District. The Development Rights associated with each individual TDR-SOT1, TDR-SOT2, and TDR-SOT3 overlay Zoning Districts must be transferred in whole.

(9) When all available Development Credits on a Sending Site have been purchased, no Uses other than those enumerated in the Conservation Easement are allowed. Responsibility for any required maintenance or abatement remains with the fee title Owner~~.~~ or as further described in the Conservation Easement.

(10) The final Transfer of Development Credits will be completed upon Development Approval on a Receiving Site and the Recording of a deed restriction and/or Conservation Easement against the Sending Site or if the Owner of the Development Credits chooses to forfeit Development Rights and records a deed restriction and/or Conservation Easement against the Sending Site the Transfer of Development Credits will be considered completed. ~~to do so.~~

(11) TDR-S Property Owners shall notify any lien or mortgage holders of the sale of the Development Credits, and such notification shall be demonstrated by written approval submitted to the City prior to Transfer.

(12) TDR-S Property Owners shall be responsible for notification of the county tax assessor regarding possible changes in Property value.

15.-2.24-6. RECEIVING SITE ELIGIBILITY.

All Properties located within the TDR-R overlay zone are eligible to receive Transfer Development Credits within the procedures outlined in 15-2.24.7.

15-2.24-7. RECEIVING SITE PROCEDURES.

(A) The following is the Receiving Site procedure that must be followed to receive Transfer Development Credits.

(1) All regulations governing zoning, subdividing, and approval processes remain as currently adopted and amended. If any Development within the TDR-R overlay requests a Density greater than permitted by the Base Zoning, the increased Density shall be realized through Development Credits.

(2) Any Development requesting higher density than the Base Zoning must be reviewed by the Planning Commission as a Master Planned Development. The Planning Commission shall consider all factors set forth in LMC Chapter 15-6.

(3) Any Development requesting the higher densities shall bring evidence of Development Credits in the form of options to purchase, ownership or joint ventures at the time of Master Planned Development approval and evidence of ownership at time of Development Agreement approval.

(4) Areas may develop at the underlying Base Zoning without purchasing Development Credits. If these Properties desire to increase their Densities beyond the existing zone, then Development Credits shall be required and the height limitation for the Site may be increased from the Base Zoning limits through an approved MPD.

(5) Any Development Approval process, using Development Credits, shall adhere to the Base Zoning requirements including the Master Planned Development requirements.

15-2.24-8. UNIT EQUIVALENTS OF DEVELOMENT CREDITS

(A) The following is the value of a Development Credit that may be applied to a receiving overlay zone:

(1) One (1) Development Credit is equivalent to one thousand (1,000) square feet of Gross Commercial Floor Area or two thousand (2,000) square feet of Gross Residential Floor Area in the Receiving Site overlay Zoning District.

Park City TDR Zones Detail

EXHIBIT B

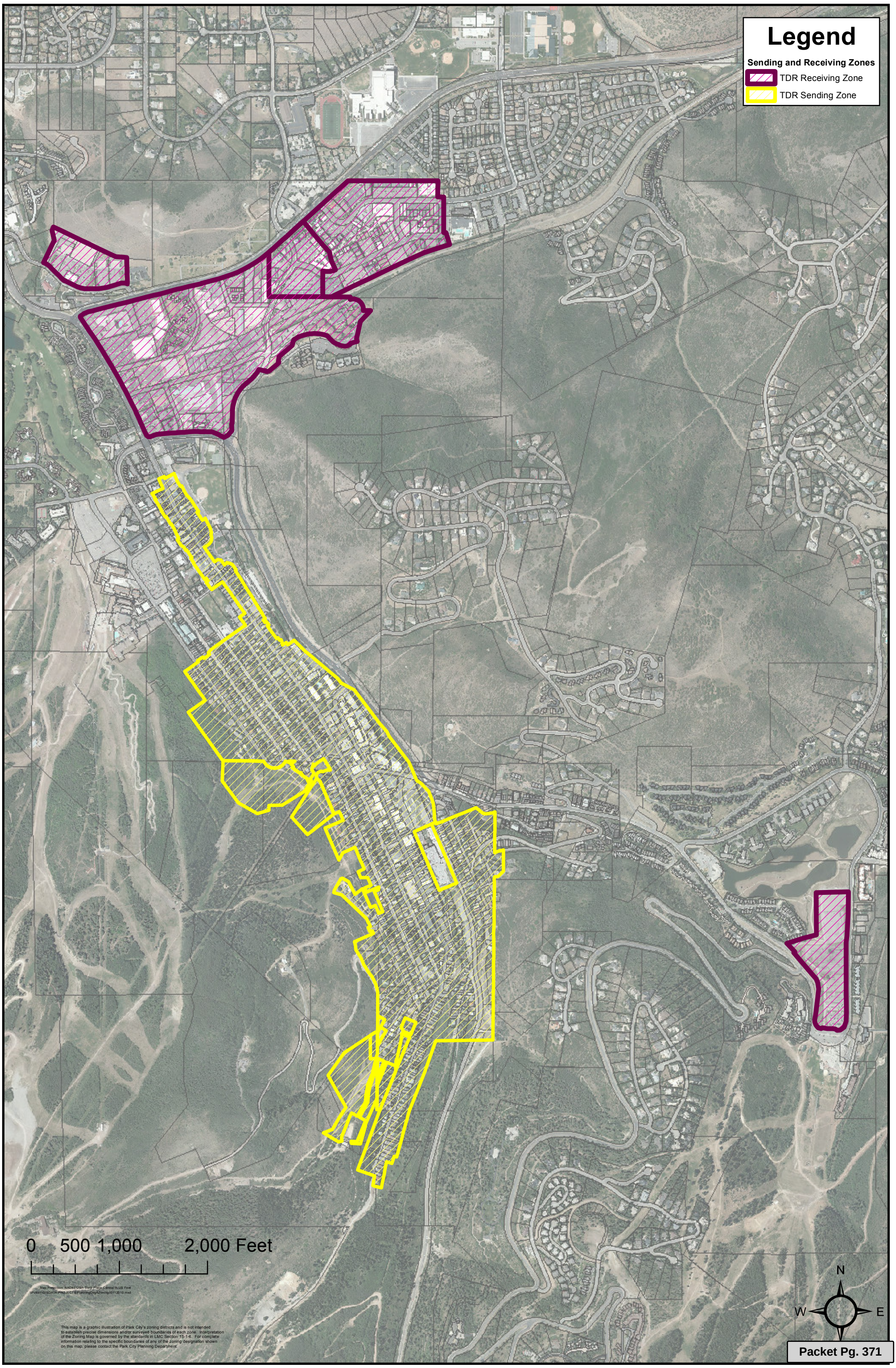

EXHIBIT B

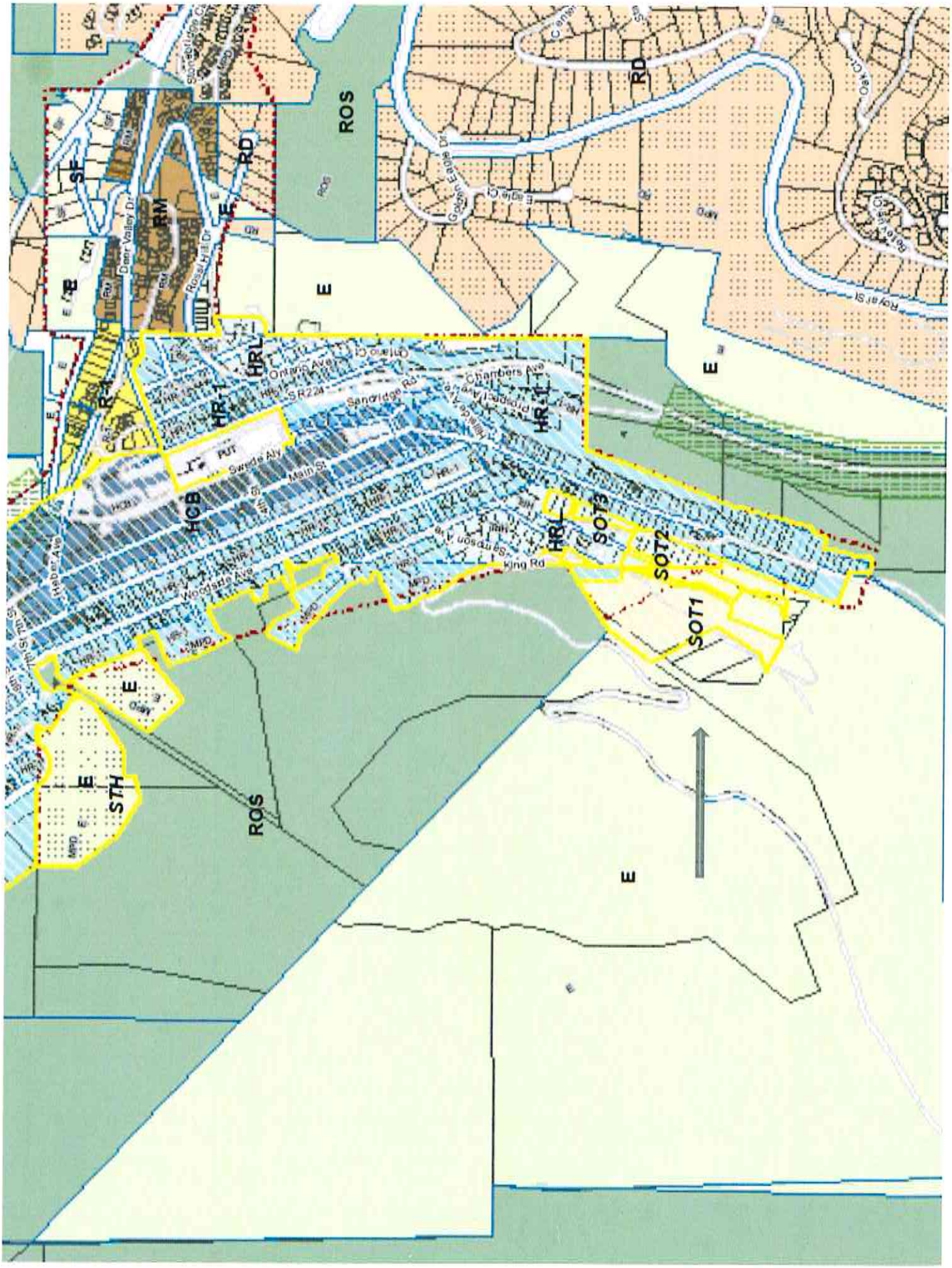
ROS
RD
SF
RM
E
HRL
HR-1
R-1
HCB
SOT3
SOT2
SOT1
STH
Ontario Ave
Chambers Ave
Sandridge Rd
Swede Aly
Main St
King Rd
Woodside Ave
Deer Valley Dr
Royal St

EXHIBIT C

Kirsten Whetstone

From: THOMAS HURD <hurd-tl@msn.com>
Sent: Tuesday, February 24, 2015 11:04 AM
To: Kirsten Whetstone
Cc: Sydney Reed; Richard Miller
Subject: LMC revisions

Hi Kirsten: Here are my comments on the proposed LMC changes. Please present them to Planning as I am unable to attend. I think Syd Reed will be there for input. Thanks, Tom

Public input: I think that the proposed changes to the LMC regarding TDR's have merit as it is a more equitable solution, is easily understood and sets one standard wherein 1875 Sq. Ft. in the historic district equals 1 TDR. Since no TDR's have yet been sold their value is still problematic but this at least offers the chance of achieving some economic benefit from our holdings. It also benefits the public by precluding development in the sending areas. Thank you for your consideration, Paula & Thomas Hurd

Commissioner Joyce thought the setbacks should be 3' and 3', including for hot tubs, and no screening.

Commissioner Thimm was comfortable with 3' and 3' and no screen, but he did not want to lose the screened element for mechanical equipment. Commissioner Thimm noted that the discussion was about hot tubs, but in reading the language he asked if mechanical equipment could be brought closer to the property line. Planner Whetstone noted that mechanical equipment is typically an air conditioner and that is usually up against the house.

Commissioner Strachan believed these were issues that would be flushed out at the counter and they may see additional revisions because of it. He suggested that the Staff come back at the next meeting with new language without the screening, and the Commissioners could vote to approve specific language.

MOTION: Commissioner Strachan moved to CONTINUE the public hearing on the setback regulations for hot tubs in the HRL, HR1, HR2, HRM and RC Zoning Districts to March 25, 2015. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

4. <u>Chapters 2 (in all applicable zoning districts) and 15 (Definitions) to clarify Essential Municipal and Public Utility Uses</u>

Planner Whetstone requested that the Planning Commission continue Chapters 2 and 15 in an effort to keep all the amendments together for the March 25th meeting.

Planner Whetstone referred to page 189 of the Staff report. She noted that every zoning district had the same language as either an allowed use or a conditional use. She read, Essential Municipal Public Utility Use, Facility, Service and Structure." The request was to add the word "and" after "Municipal" to read as Essential Municipal and Public Utility Use. The intent was to make the distinction between municipal uses and other utilities such as power and non-municipal utilities.

MOTION: Commissioner Strachan moved to CONTINUE the public hearing on Essential Municipal and Public Use Facilities, Services and Structures in all Zoning Districts to March 25, 2015. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

5. <u>Chapter 2.24 – Regarding Transfer of Development Rights (TDR)</u>

Planner Whetstone handed out public input from Thomas Hurd. She also handed out a map that identifies the SOT1, SOT2 and SOT3, which are the sending zones that are different than the sending zones for all of the historic districts. She also provided copies of the redlines.

Planner Whetstone stated that the current language talks about all vacant lots within the Park City historic districts. It then says, "except those lots in the SOT1, SOT2, SOT3, which are the sending overlay, and Sending TH, which is sending Treasure Hill, and all sites listed on the Inventory shall be eligible as sending sites and shall be an overlay zoning district referred to as a TDR Sending Historic." Planner Whetstone noted that it never says that the vacant lots in the SOT1, SOT2, etc., are eligible, but it later talks about how to get the credits. She stated that the first blue line was her attempt to clarify and reiterate that all lots included in the SOT1, 2 and 3 and in the Sending Treasure Hill are eligible as sending sites as further specified in Section 15-2.24.

Commissioner Joyce thought the TDR looked like something that was invented to make the Treasure Hill deal work. If he was asked whether it made more sense to move density out of Old Town over to the base of Deer Valley, he would have to say no because Old Town is where people shop and eat and there are real transit solutions. Commissioner Joyce stated that if they were going to have a TDR discussion, it should be one that really makes sense.

Planner Whetstone stated that the primary reason for these sending zones, at least in the in SOT1, SOT2 and SOT3, is the fact that the lots are very steep, they have sensitive lands, narrow streets and they are not ideal for development. Commissioner Joyce understood that reasoning; however, if they discussion is about making sure they use those and eliminate the HR1, it would be an interesting planning discussion about where TDR sources should be coming from. Planner Whetstone explained that they also have property owners in one of those sending zones that have an interest in using the TDR. She noted that the TDR has only been used once. The General Plan identifies in some of the strategies that they relook at receiving and sending zones. There is an urgency to do some cleanup language, but the Staff intends to come back with the map that shows all of the existing sending and receiving zones, and to have that planning discussion.

Director Eddington stated that the idea of the SOT1, 2 and 3 was to denote areas that were challenged by the road infrastructure, steep slopes, etc., and to offer an opportunity to transfer those development rights. The Planning Commission at that time discussed that these areas could have negative impacts but they did not want to take away the individual property owner's right to develop their property or to make money on it via the sending zone. The HR1 Historic District was included because there was a discussion with regard

to compatibility and that people were building houses to the full footprint and to the full heights, which they are allowed to do pursuant to the LMC as long as they meet compatibility and the Historic District Designs Guidelines. At that time there were some historic houses that were recommended to stay as they were and/or add very small additions. In order to encourage that, the owner had the right to transfer the square footage that they did not build out to, which gave them an economic incentive for not building to the full height and footprint. That approach was desired by most everyone in Old Town. Director Eddington stated that they knew it would not be used extensively, but in the places where it was used it was deemed a good planning tactic.

Director Eddington stated that in regards to the issue this evening, they were clarifying language and discussing the issue of Old Town lots in the SOT zone. He noted that double Old Town lots only get one credit if they transfer. The question is whether they should give them two credits to be more equitable and fair. Director Eddington reiterated that the purpose of tonight's discussion was to clarify language and consider the equity issue.

Chair Worel opened the public hearing.

Bill Coleman referred to the map and SOT1 and noted that there were two or three lots that were not included. He thought it appeared arbitrary and odd not to include those lots in one of those zones. Mr. Coleman stated that he raised that question on behalf of Kathy Doobie and her family from Indiana. They are old miners and wanted to make sure they were in the deal. On a second issue, Mr. Coleman stated that he has been working with Harry and Sidney Reid on their property and he suggested some changes in their wordsmithing. He clarified that he is not a proponent of TDRs. He does not believe they work or that they City has proven that they work. Mr. Coleman read from the first page, item H, "Providing a mechanism whereby the development rights may be allowed to transfer." Although it may be a wonderful idea, he submitted five ways that it might work better. Mr. Coleman referred to Section 3B and read, "The determination letter is not a binding document and does not grant a vested right." He asked at what point is it vested. He did not believe the language was clear. He understood what they were trying to do but it does not tie together with Section 9 on the next page which says that no matter what happens, maintenance and all responsibility for the property after the TDR is erased from it is still the owners. Mr. Coleman pointed out that there was no mechanism to unload the full responsibility of the property and the liability. He read from Section 5, Transfer of development rights, "… by reissuing the development credits in the transferee's name and reporting the development credit certificate…." He thought there should be a way to sell the development rights with or without City approval. Once a deal is made, he questioned how the property could become vested to the new owner. The language says, "at the time of approval", but it does not stop someone from selling a TDR without City guidance. It is

the fundamental problem with TDRs because no one on the buying side of these TDRs wants to buy their land twice. This is why TDRs are not working. Mr. Coleman referred to Section 8 and stated that his biggest concern is that all the rights must be sold. It is not possible to only sell some rights. At some point the ownership has to be considered. He believed the presumption is one owner, but that is not true in all cases. Mr. Coleman appreciated the one lot/one density limit. However, he did not believe that solved all the questions. When they try to find a market for TDRs, he did not believe it exists and he challenged the City to show him how it would. He believed they were close by making it make more sense on the steeper lots, but his client, the Reid's had a plan attached to their property that they would not be able to do easily based on all the rules incorporated into the Code. Mr. Coleman thought they were getting closer, but there was no place where the City does anything to accelerate a sale to happen. Leaving it to the private section is a cop-out and does not make for a good banking possibility or a good currency exchange. Mr. Coleman recommended making other modifications at the same time they were wordsmithing.

Sydney Reid, stated that she was part owner with two other partners of the property Mr. Coleman was talking about. They would appreciate the change in the multiple because it gives more value to the property they have owned for a long time. Ms. Reid noted that the development they had planned was not going through, and the person who had the passion and ability to make a development work on the property is no longer here. Ms. Reid remarked that open space is a great option and would benefit bikers, hikers, and neighbors in the area. She struggles trying to understand how this would work because if they transfer the development rights on that property, they would still have the responsibility of maintenance and abatement of the property. Ms. Reid echoed all the comments made by Bill Coleman.

Chair Worel closed the public hearing.

Commissioners Campbell and Phillips had no further comments.

Commissioner Band liked the idea in theory; however she thought very good questions were raised with valid concerns. Director Eddington explained that when the City first looked at TDRs in 2011 there was a discussion regarding multipliers, bonuses, etc. The issue is that some land is more valuable than other land, which can make the transfer difficult. The Staff initially recommended density bonuses to help accommodate the difference. Director Eddington stated that at the time the City Council recommended removing the multipliers and simplifying the TDR process. He noted that it was a dull tool at this point. However, there was also a discussion about whether the City wanted a role in being a public bank with a website identifying those selling and those interested in buying. The City Council decided at that time not to be involved. Director Eddington stated that it is

a very difficult endeavor without some of those components. He believed that equaling the bonuses or making it more equitable lot for lot helps a little, but it does put the onus on the private property owner. Director Eddington stated that he has seen TDRs work effectively, not only in Washington but also in New York. He has also seen them work in rural districts and other areas. However, it is complex and it does require a bank or a central place where people can understand who is buying and selling. Director Eddington remarked that at the time both the City Council and the Planning Commission were concerned about facilitating development. If it is viewed as facilitating development they may not want to do it. If viewed as controlling, shaping and guiding it may have more appeal. Director Eddington clarified that what they have now is a very simplified version of TDRs.

Commissioner Band reiterated that she liked the idea of allowing someone who has a difficult lot to develop to be able to sell their development rights to someone else who could use it in a place where development is more appropriate. However, she questioned whether cleaning up the language was an effort to clean up something that would never be used anyway.

Based on public comment, Director Eddington believed that fixing the problems would be a step in the right direction. He asked if the Planning Commission wanted the Staff to come back with a more holistic approach to TDRs and address some of the bigger questions.

Commissioner Strachan thought the tool would only work if it is looked at holistically and if they can draft an ordinance that they believe can work. If they know the current one will not work and they tweak it and send it to City Council, it accomplishes nothing. Commissioner Strachan noted that he and Chair Worel were on the Planning Commission during the last TDR discussion. However, things have changed since then and he thought the discussion should be re-opened, and some of the things that were initially rejected should be put back on the table. He stated that a bank was one item that was rejected after a long debate. He thought the bank was important to make it work, but there were also good arguments as to why that was not true. Commissioner Strachan stated that if they intend to do TDRs it needs to be done right and they need to draft a good ordinance before they send it to the City Council.

Commissioner Thimm agreed completely with Commissioner Strachan. He thought the benefits were worth the effort to make it work. He was not interested in spending time on something that was not going to work.

Commissioner Joyce agreed, but with a different conclusion. He did not have an understanding of what would make the TDRs work effectively. Trying to create a market where they were none and where buyers and sellers do not match up well, it would still not be used. Commissioner Joyce stated that if they were really talking about building a

service and being the “bank”, it would involve money, time and a commitment from the City that to this point the City Council was not interested in pursuing. He did not want the Planning Commission to spend a significant amount of time creating something that goes against what the City Council has already said. Commissioner Joyce thought it was important to know whether the City Council would be willing to accept it if they drafted something good. Another question is whether they could be convinced that the market is there if the infrastructure was in place. Without being quite confident that it would work, he did not think they should spend much time on it.

Commissioner Strachan stated that the questions and issues raised by Commissioner Joyce were raised before and the Staff has documented those discussions. He thought the only question that should be decided at this point is whether or not the City Council would look at this. Whether or not the market is there has been analyzed by the Staff. He suggested that Commissioner Joyce look at that information and decide for himself whether or not he thinks it is feasible. Commissioner Strachan believed that whether the City Council looks at it is driven by whether or not the Planning Commission thinks they should look at it. If the Planning Commission determines that it is an important tool to give to a developer, the City Council would listen to what they say and not just reject it.

Commissioner Band agreed that things may have changed since the initial discussions. In deciding whether they should look at it again, they need to consider that something may not make sense now but it may be valuable in the future.

Chair Worel pointed out that TDRs are part of the General Plan which makes her think that the City Council is interested. Director Eddington stated that the perspective on development is different now than it was during the recession. A TDR ordinance offers opportunities to buyers and sellers. He believed they would need multipliers and bonuses, and that could be challenging for people to understand. They may have to give a little more to remove density from an area where they do not want density. There was no agreement on that at both the Planning Commission and the City Council level at that time and it was a difficult challenge. If it is presented more holistically and with more Planning Commissioners in agreement it might be the right thing to do.

Commissioner Strachan stated that in addition to a mandate of the General Plan, it also gets them away from the regulatory mire and puts them into more of a planning position. Commissioner Strachan thought the Planning Commission should relook at this starting from scratch. He pointed out that the discussions are complicated and take a lot of time and they should be prepared for long meetings.

Commissioner Joyce was concerned that the TDR matter is enormous and more prone to failure than other planning issues. He like the idea of having more of a planning role, but

he was not convinced that TDRs should be in the top three of their priorities. Commissioner Joyce suggested that the Commissioners review the General Plan and together compile a list of priority items. Planner Whetstone noted that the Planners have been compiling a list and have provided Director Eddington with information about certain strategies. Director Eddington offered to provide what the planners have listed as their highest and most important strategies to see if the Commissioners have anything to add. Commissioner Strachan thought it would be a valid exercise. The Commissioners agreed.

Commissioner Strachan recommended that the Planning Commission table the discussion and continue it to a date uncertain. Commissioner Joyce thought the Staff has brought forth two obvious items this evening. One was the SOT zones that were not explicitly mentioned. The second was the issue of getting double credit for a double lot. He was not opposed to agreeing with both of those concepts independent of the bigger picture of TDRs. The Commissioners concurred.

Commissioner Strachan commented on the language about the SOT lots being more specific. He suggested that they delete the parenthetical that says, “except for the lots included in SOT 1, SOT2, SOT3”, and keep the new version language. Commissioner Campbell asked if they could fix the three orphan lots in SOT1 this evening. Planner Whetstone preferred to first do some research to find out why those lots were left out. Director Eddington believed they were part of the Alice Claim parcel, which was holistically looked at as its own parcel to be transferred in total or not. He was unsure why the parcels were left out. Planner Whetstone suggested a recommendation to the City Council for those to be a separate SOT sending zone. Director Eddington agreed that they would have to be separate. Commissioner Strachan thought they should be included in the broader discussion of whether or not to tweak the TDR ordinance more than the two changes in front of them.

MOTION: Commissioner Joyce moved to CONTINUE the public hearing for Chapter 2.24 regarding Transfer of Density Rights to March 11, 2015. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

6. <u>Chapter 9 – Non-conforming Uses and Non-complying Structures Regulations</u>

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

MOTION: Commissioner Joyce moved to CONTINUE Chapter 9 – Non-conforming uses and non-complying structure regulations to a date uncertain. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

Commissioners Worel and Strachan stated that they would be out of town on March 11th.

Assistant City Attorney McLean noted that Chair Worel's term as chairperson expires in March. The Commissioners should be prepared to elect a new Planning Commission chair at the next meeting. Since Commissioner Worel has served two years as the Chair she could not be re-elected.

The Park City Planning Commission Meeting adjourned at 10:00 p.m.

Approved by Planning Commission: _____

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MARCH 11, 2015

COMMISSIONERS IN ATTENDANCE:

Chair Pro Tem Steve Joyce, Melissa Band, Preston Campbell, John Phillips, Doug Thimm

EX OFFICIO:

Planning Director Thomas Eddington; John Boehm, Planner, Polly Samuels McLean, Assistant City Attorney

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REGULAR MEETING

Chair Worel and Vice-Chair Strachan were absent this evening.

MOTION: Melissa Band nominated Commissioner Joyce to conduct the meeting this evening as the Chair Pro Tem. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously. Commissioner Campbell was not present for the vote.

Assistant City Attorney McLean noted that the Planning Commission would be meeting in closed session this evening and she explained the process.

Chair Pro Tem Joyce stated that the Planning Commission would be voting to move into closed session in the Council Chambers to discuss security and safety issues.

MOTION: Commissioner Thimm made a motion to move into closed session. Commissioner Band seconded the motion.

VOTE: The Motion passed. Commissioners Band, Phillips, Joyce and Thimm voted in favor of the motion. Commissioner Campbell was not present for the vote.

The Commissioners went into closed session at 5:10 p.m.

Chair Pro Tem Joyce re-opened the Regular Meeting. Commissioner Campbell was present.

ROLL CALL

granted by the Planning Director.

11. Modified 13-D residential fire sprinklers are required for all new structures on the lot.

12. All exterior lighting, on porches, garage doors, entryways, etc. shall be shielded to prevent glare onto adjacent property and public rights-of-way. Light trespass into the night sky is prohibited.

2. Land Management Code Amendments – Chapter 2.24 Regarding Transfer of Development Rights (TDR) (Application PL-14-02595)

Director Eddington recalled that the Planning Commission had discussed Transfer of Development Rights at the last meeting. The discussion primarily focused on the issue of the lots in the HRL Sections of Old Town, which was Old Town 1, 2, 3 and 4, and specific sending opportunities for those areas. Director Eddington clarified that they are Old Town lots; however, the minimum lot size for the HRL zone is 3,750 square feet, which is two Old Town lots. Per the Code as currently written, those only get one development credit if they send. The Staff was recommending a change to two development credits, which would mean that for all of the Old Town District, every typical 25' x 75' Old Town lot would get one development credit.

Director Eddington clarified that the intent is to give equity to those HRL zones and to make sure there was an understanding of the development credits. He noted that proposed language was added to make that clarification.

Director Eddington noted that at the last meeting the Planning Commission talked about revisiting TDRs overall. The Staff had noted that when the TDR ordinance was first implemented three or four years ago there were a number of additional aspects such as multipliers, bonus opportunities, a TDR bank, etc. He pointed out that those elements were not included in the ordinance. He understood that some people believe it is a dull tool without those elements, but it was still a good tool to start with. Director Eddington stated that the Staff would come back and address TDRs more comprehensively in the next few months.

Chair Pro Tem Joyce opened the public hearing.

Bill Coleman stated that he had not read the changes since the last meeting.

Director Eddington referred to page 70 of the Staff report and noted that at the last meeting Bill Coleman had discussed a question regarding a couple of lots outside of the Historic District zones. The Staff had researched those lots and found that they were in the Estate

Zone, which is why they were never considered part of sending for Old Town Historic Districts. However, it was noted in the Staff report that the Staff would relook at those lots when they do the overall TDR ordinance amendments review and revisions.

Mr. Coleman suggested that as they go through the next steps the discussions should focus on the receiving areas separately from the sending areas because they have very different dynamics. Mr. Coleman believed the real problem were the receiving areas. He pointed out that someone would be hesitant to purchase the property without knowing what they would be allowed to put on it. Because the City can slow down the process and reduce what can be put on the lot, they are forcing the buyer to sell back a portion of the lot. Mr. Coleman remarked that it would stifle the marketplace because no one would buy the property subject to that vague set of rules; particularly when the City controls it on both sides. Mr. Coleman thought TDRs was a fabulous idea. He liked it in urban environments where a lot of things are happening. However, for the purposes of a receiving area, he thought it would be better to deal with a density bonus and to create an employee housing or affordable housing incentive. In order to get the density they want in specific areas, they need to find a better way, because right now those people are disincentivized rather than incentivized. He believed they could look at it in other ways and achieve the same benefit.

Mr. Coleman recommended that they also relook at the sending areas comprehensively. He understood that grade and steepness is an important issue, but there are other ways to address that without having to send away the density. Mr. Coleman was interested in discussing other ideas, but he was unsure how to do it outside of the public input process. He stated that if the City were to set up a subcommittee that includes citizens, he wanted to be the first to volunteer.

Sydney Reed stated that if someone needs the density they might not need all of the density that is offered. She pointed out that currently all an owner has to offer all the density they have. Ms. Reed did not understand how the sending/receiving would work if someone did not want all of the density. She also wanted to know how TDRs would work if several parties own a specific area being considered.

Director Eddington responded to some of the questions raised by Ms. Reed. He believed it was important to consider a TDR bank. He provided an example to show how the TDR bank would work. As they look at TDRs more holistically, he thought that would be an easy way to address the question. The second question regarding the sending zone where Ms. Reed owns property with other property owners in SOT2, Director Eddington stated that four years ago the Planning Commission approved SOT2 with the understanding that this area of Ridge Avenue was challenged with steep slopes, inadequate infrastructure for the road widths, etc. They decided that all of those property owners would need to commit to selling their development rights; otherwise there would still be impacts to the road, the

steep slopes, erosion, etc. Director Eddington stated that SOT1, 3 and 4 have single property owners in each section.

Commissioner Phillips asked if all of the SOT zones have different rules. Director Eddington stated that 1, 2, 3 and 4 are much the same in that it has to be all or none in terms of sending. Sending Old Town 2 has an additional challenge because multiple owners have to agree on whether or not to send. Commissioner Phillips wanted to know why it was SOT1, 2, 3, 4 and not just one. Director Eddington stated that these areas were identified as topographically challenged, steep slopes and inadequate infrastructure. The properties are bigger than just one lot and the Planning Commission targeted them as areas where density could be moved off.

Mr. Coleman questioned how they could isolate SOT2 and zone it differently from all the other properties. Director Eddington stated that at the time those owners wanted to be viewed as one. He understood that in retrospect they may now prefer to be individual. Mr. Coleman believed the City was walking itself into a problem by treating one property different from the rest.

Chair Pro Tem Joyce disagreed that they were treated differently, because each of the SOT areas were the same in that it was all or nothing.

Chair Pro Tem Joyce closed the public hearing.

Commissioner Phillips stated that he knows of several properties where an owner owns two lots adjacent to one another. One lot has the house and the second lot is their yard. He asked if the owner could sell the development rights to the lot they use as a yard, but still continue to use it as a yard. Director Eddington answered yes. He explained that in the areas of Old Town outside of SOT1, 2, 3, 4, an owner could sell either a portion or all of their Old Town lot.

Commissioner Campbell asked what they could do in SOT1, 2, 3, 4 if it was a separate lot. Director Eddington replied that those are under single ownership. Three or four years ago the Planning Commission felt it was better to take an “all or nothing” approach because of the development challenges on some of the lots. If someone owns three or four lots in one of those sections it has to be all or none. Director Eddington clarified that currently in SOT1, 2, 3, 4 the lots are vacant lots of record. Commissioner Campbell asked if there were houses in any of those four zones. Director Eddington replied that currently there are no houses, but the owners can choose to either build on their property or transfer the density.

Commissioner Campbell preferred to simplify the language in four paragraphs down to one paragraph. Director Eddington stated that the language in one paragraphs pertains to all four SOT zones with the same parameters. However, there are four different sections because there are four different property owners or development groups. Commissioner Campbell stated that development is development and density is density. He thought they should find a way to bring those four zones into the rest of Old Town. He noted that the Planning Commission did not have the authority to set up the TDR banks. Commissioner Campbell thought they should make this process as simple as possible. He questioned whether the whole idea of sending and receiving was too complicated. He did not understand why any part of town could not send or receive. Director Eddington stated that it would require significant discussion in terms of density. Based on Commissioner Campbell's suggestion the City Council would have to pro-actively get involved and create the bank. If the City wanted to move the density, the City or a private owner could buy the density and drop it into the bank to sit until it is used somewhere else. Director Eddington noted that other communities do that, but the City would have to be pro-active in the process. When it was discussed three years ago there was a desire by both the Planning Commission and the City Council not to be that pro-active; however, that opinion may have changed.

Commissioner Band asked if the Planning Commission was only discussing the one component this evening or whether they were talking about all of TDRs. She had done some research, and of the top 20, approximately 350,000 acres have been saved through TDRs. There are 20 successful programs and she was willing to share her article. Commissioner Band pointed out that of the 20, only four have banks. Three things were considered necessary for TDRs to be successful and a bank was not one of them. Commissioner Band stated that the first three were demand; customized receiving areas, and transfer ratios.

Director Eddington stated that demand cannot be controlled. Commissioner Band stated that according to the article, if developers are getting what they need density-wise out of the Code, then there is no demand. Director Eddington cited scenarios that would help induce demand. He believed the Code has good parameters for both sending and receiving zones which would help keep demand high in Park City.

Director Eddington commented on the second point; customized receiving areas. He stated that three years ago the Staff recommended including ratios, multipliers, bonus, and other benefits in the Transfer of Development Right Ordinance; but both the Planning Commission and the City Council requested that they be taken out. Director Eddington stated that those elements had the benefit of making the TDR process equalize and work. In his opinion, taking those out dulled the tool. Commissioner Band stated that the more she reads about it and understands what it takes to actually have a successful TDR

program she questions whether Park City can actually pull it off. Director Eddington stated that this is where multipliers come into play. If someone already bought their land to build three stories, the question is how much they are willing to pay for a credit to add the fourth story. If the fourth story yields so much ROI they might buy that credit. It is an equalization of supply and demand and he believed multipliers could help that.

Commissioner Campbell understood that the only reason for the multiplier was to try to make the unit more valuable. He could see no reason for the City to get involved because the buyer and the seller could work it out. Director Eddington stated that determining the value is difficult because the lands have different functions and different uses. One party would probably want a bonus or multiplier to be satisfied, and the other party might want to pay less because they already paid for their land. It is a complex formula based on real estate value. Otherwise, the buyer and seller would argue over the property value and they might be talking about very different pieces of property. Either way, there has to be a bonus for either the sender or the receiver.

Commissioner Campbell did not think it would work unless the buyer and the seller were the same room figuring out the price. Director Eddington agreed that they do need to be in the same room. He stated that they have had people talk about development credits and there have been discussions about the value of a credit. No one has used it yet because the economy has not been strong.

Chair Pro Tem Joyce stated that if the seller and the buyer do not have any concept of a multiplier, they each may have a different idea of value because they are not valuing the same thing. Currently, the answer is that they will trade one for one, because the multiplier does not exist. It is not dollars and cents yet, other than the fact that the buyer is valuing the unit and the seller is valuing the unit. They may actually be in agreement but there is no multiplier to achieve a number. Director Eddington agreed that a multiplier would even that out.

Director Eddington stated that as the economy picks up, he believed more people would approach the Planning Department looking for more development space in the near future.

Commissioner Band asked why only 22 units from Treasure Hill were identified for sending. Director Eddington stated that when the Planning Commission discussed it, they did not want all of Treasure Hill to be transferred because they were concerned about flooding the density in Bonanza Park if all the density went there. Commissioner Band pointed out that it already caps out in the Code. Director Eddington confirmed that it does cap out; and there has to be provisions to allow for more as they allow master planned developments or incentivized density via the Form Based Code. He pointed out that the previous Planning

Commission was concerned about how much is too much density in Bonanza Park and how much starts to impact the traffic or create other impacts. At that time they decided to start with 10% and see what happened.

Chair Pro Tem Joyce referred to page 84 of the Staff report and the language, "…for property within SOT1, overlay zoning district, where the underlying zoning designation is Estate, development credits shall be calculated per…." He understood from an earlier comment that they were leaving out the extra lots they discussed at the last meeting because they were in the Estate Zone. Director Eddington explained that there was an odd area in the Alice Claim area where some of the Estate zone is tucked in behind the HR1 zone. This language was always included in the Old Town Sending District. It simply says that an Estate Zone cannot be divided into a bunch of credits for Old Town lots. There is only one credit for an Estate lot.

Chair Pro Tem Joyce clarified that the proposed change fixes the equity problem for the SOT1, 2, 3, 4, but they were not fixing the equity for an Estate lot. An Estate lot is treated the same as a historic Old Town lot. Director Eddington answered yes.

Director Eddington commented on other issues related to TDRs that this Planning Commission may want to discuss in their broader discussion of TDRs. He noted that the Staff had proposed other things at the time the ordinance was written, but the Planning Commission and the City Council chose to go more conservative.

Chair Pro Tem Joyce could see how TDRs could get fairly complex based on having a number of different priorities for both sending and receiving. Director Eddington remarked that getting to that level of specificity when looking at TDRs holistically would be good, and he would recommend it.

MOTION: Commissioner Phillips moved to forward a positive recommendation to the City Council to adopt the attached ordinance for LMC Amendments regarding Transfer of Density Rights in Chapter 15-2.24. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

The Planning Commission adjourned the regular meeting and moved into Work Session to discuss General Plan Implementation. That discussion can be found in the Work Session Minutes dated March 11, 2015.