

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
DECEMBER 1, 2011**

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, December 1, 2011.

Closed Session

2:30 p.m. Litigation and property

Work Session

3:30 p.m. Council questions/comments

3:45 p.m. Electrical utilities: P. 4 - 27

Recap of Bonanza Park goals
Bonanza Park Substation move
Electrical pole/lines visual mitigation
Ordinance for siting utility facilities

5:50 p.m. Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

**IV WORK SESSION NOTES AND MINUTES OF MEETING OF NOVEMBER 10,
2011 P. 28 - 32**

V OLD BUSINESS *(Continued Items)*

Consideration of extending the Letter of Intent on Treasure between Park City and the Sweeney Family (MPE Inc.) P. 33 - 39

- (a) Public hearing
- (b) Action

VI NEW BUSINESS *(New items with presentations and/or anticipated detailed discussions)*

1. Consideration of a Resolution adopting an Inter-local agreement for enhanced police and dispatch communications between Park City and Summit County P. 40 - 53

2. Consideration of an Ordinance approving the Fifth Amendment to the Stag Lodge Phase III Condominiums for Units 47 and 48, located at 8200 Royal Street East, Park City, Utah P. 54 - 71

- (a) Public hearing
- (b) Action

3. Consideration of an Ordinance amending Title 11, Buildings and Building Regulations, Chapters 3, 4, 7, 8, 9, 12 and 13 of the Municipal Code of Park City, Utah to amend the assessment of Water Impact Fees and update references to National and International Codes and Standards P. 72 - 81

- (a) Public hearing
- (b) Action

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 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: 11/28/11

See: www.parkcity.org

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

December 2011

- 8 Senior strategic plan – work – PR
Pre-budget presentation – work (1hr) – BH
Contract for financial advisor contract to ____, in a form approved by the City Attorney
Park City Heights Special Assessment District
Joint work session with Planning Commission – 5:30 p.m.
- 14 *PC MARC reception for officials 6 – 8 p.m.*
- 15 Pre-budget presentation – work (1 hr) – BH
National citizen participation survey (1 hr) - PR
Royal Street repairs - work
Swearing in of police officers
Insurance carrier renewals
Resolution - Building Fee Waiver for Renewable Energy Projects
Resolution - Renewal of the Recycling Market Development Zone
GRAMA Ordinance
PC Marc ribbon-cutting
Audit approval
- 22 **Holiday recess**
- 29 **Holiday recess**

January 2012

- 5
- 6 *Manager's quarterly meeting*
- 12 Event Policy and Fee resolution amendment – event fees
- 19 **No meeting – Sundance Film Festival Opener**
- 26

February 2012

- 2-3 *Visioning Session*
- 9
- 16
- 23

Pending Items:

KAC update on 2012 Arts Festival - work
Convention sale licensing and associated fees - March
Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety



City Council Staff Report

Subject: Discussion of Rocky Mountain Power's
Substation and Power Line Locations
Authors: Michael Kovacs, Assistant City Manager
Matthew Cassel, P.E., City Engineer
Thomas Eddington, Planning Director
Date: December 1, 2011
Type of Item: Informational

Summary Recommendations:

This is an informational discussion with City Council about the future of the Park City Substation currently located in the Bonanza Park (BoPa) re-development area and proposed to be moved to the 1555 Lower Iron Horse Drive location.

Topic/Description:

Staff is looking to update Council and get direction regarding where the City would prefer Rocky Mountain Power (RMP) to locate an expanded substation in town.

Background:

Rocky Mountain Power (RMP) owns the Park City Substation in the Bonanza Park area that is critical to the City's power grid. It takes transmission line energy and converts it to distribution level charges that flow to homes and businesses in a significant portion of Park City. The station is running at capacity and it is estimated by RMP that brown-outs could begin in the next 2 years during peak use hours unless the station is upgraded, roughly adding a 1/3 of the footprint and size to the current station. RMP is under obligations to provide service and has determined that the Park City power grid must be upgraded and that permitting of a new site must be completed by the end of the calendar year. The upgrades are according to a regional power grid improvement and service area upgrade master plan that area officials helped shape about 2 years ago.

The power company's preferred location for the power station upgrade is to take the City's recycling center property located immediately north of the RMP current substation site. The City considers this property and surrounding area the most critical piece of the overall Bonanza Park area's potential re-development and certainly the most likely successful first stage. Therefore, the City is proposing that the power station be relocated to another nearby site. A number of area properties within a quarter mile of the existing station were evaluated by both the City and RMP, which is a requirement for proper operation of the grid. One site made up of two properties just south of the Rail Trail has been identified as a better location (1555 Lower Iron Horse Drive), but would require the possible relocation/closure of Lower Iron Horse Drive. The power company will require any added costs incurred by them, that would not have been incurred if they had taken our land and doubled the size of the station in its current

location, to be paid by others. With the relocation of the power station, a number of large power poles could be removed/relocated in Bonanza Park.

This discussion is the first phase of a much larger discussion concerning the future of overall power in Park City. This phase 1 report focuses entirely on the relocation/expansion of the existing PC substation located in the Bonanza Park area. Once more information is available, staff will be returning to City Council with Phase 2, which will address power pole alignment and power pole height through Old Town and the future upgrade of the Judge Substation

RMP created a Summit Wasatch electrical task force in 2009, which spent over a year developing a long range plan for Summit and Wasatch Counties. Park City was represented on this task force. The purpose of the plan was to integrate local government's long-term land use development plans with future electrical network requirements. Principles from this plan may not necessarily reflect the position of each particular jurisdiction, but those involved support it as a good-faith effort to balance community and regional quality of life and economic development consideration with the need to ensure that all jurisdictions in Summit and Wasatch Counties have a safe, adequate and reliable supply of electricity.

RMP approached the City approximately eight (8) months ago indicating that the Park City Substation is extremely close to capacity and is in need of expansion. They wanted to have the substation expansion occur within the next three years. Staff recognized that this was the opportunity to investigate the possibility of moving the substation. Discussion took place concerning relocation options available for Park City including:

- If the substation is moved less than a ¼ mile from its current site, the magnitude of the cost impacts might be reasonable.
- Discussion took place concerning the combination of the Judge Substation (located at the top of Daly Avenue) and the Park City Substation into one and relocating it to the Judge site. RMP saw this as a very expensive option because the new transmission lines would need to be routed up to the site and new distribution lines would need to be routed out from the substation.
- Discussion took place concerning the combination of the Judge Substation and the Park City Substation into one and relocating it to a "better" site. Again, RMP saw this as a very expensive option because the new transmission lines would need to be routed up to the new site and new distribution lines would need to be routed out from the substation.

With maps in hand, staff found six possible sites within a ¼ mile of the existing substation. Please see map in exhibits showing the possible sites. It should be noted that staff site selection only included un-developed or partially developed sites. The proposed sites included:

- Current location looking to expand to the north (recycle center)
- Current location looking to expand to the west (Mark Fischer's property),
- 2125 Monitor Drive directly behind the cemetery,
- 1100 Snow Creek between the strip mall and Zion's Bank,
- A site adjacent to our Aeries water tank,
- Powdr Corp. property off Munchkin Road,
- 1185 Lower Iron Horse (the piece of property located at the end of Lower Iron Horse Drive.

Each of these sites was rated using the Summit Wasatch Electrical Plan Scorecard provided in the RMP Long Range Plan. The scorecard is attached as an exhibit. With four staff members scoring, the sites rankings are as follows (the higher the score, the more desirable):

• Existing location (Recycle Center or Mark Fischer Property)	104
• 2125 Monitor Drive	93
• 1100 Snow Creek	92
• Site adjacent to Aerie tank	86
• Powdr Corp. property	85
• 1185 Lower Iron Horse	54

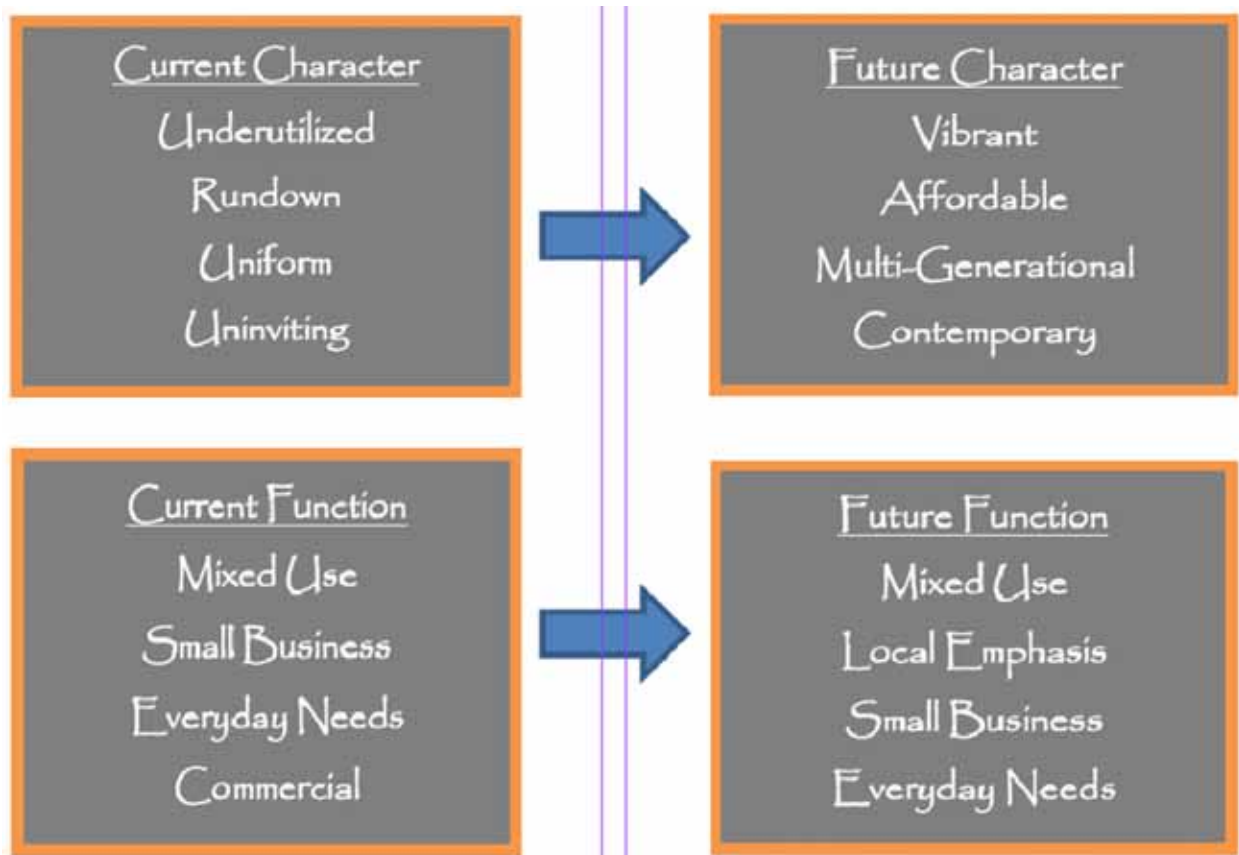
After an April 25 meeting with local land owners, Mark Fischer offered his property located at 1555 Lower Iron Horse Drive as a potential location for the substation. Staff prepared GIS drawings for RMP showing zoning, property lines, setback requirements and other environmental concerns. After RMP had a chance to review the maps, staff and RMP visited each of these sites to determine their feasibility (as determined by RMP). Through their evaluation, RMP eliminated all but two sites. The sites eliminated include:

- 2125 Monitor Drive – Too small and too steep on the north side
- 1100 Snow Creek – Too small
- Aerie tank site – Difficult to access
- Powdr Corp. property – Less cost to expand existing to the north
- Mark Fischer property – Less cost to expand existing to the north
- 1185 Lower Iron Horse – Too small

The two sites remaining include the location at 1555 Lower Iron Horse Drive and expanding the existing substation to the north into the Recycle Center property. Additionally, On September 12, 2011, the Mayor, City Council member Simpson and the City Manager asked RMP to consider moving the substation to 1555 Lower Iron Horse Drive. This request was consistent with recent discussions about Bonanza Park re-development.

RMP is currently evaluating these two sites, including site visits, survey and trying to fit their pieces of equipment on these sites.

The City Council and Planning Commission have attended four joint work sessions focused on redevelopment in Park City. During the meetings, the City Leaders have given staff direction that they support the theory that “partnership is necessary to stay ahead of the market”. The fourth joint session focused on redevelopment in Bonanza Park. During this meeting, the City Council and Planning Commission directed staff to move forward with an Area Redevelopment Plan for Bonanza Park. Staff has utilized the following direction provided by the City Council and Planning Commission to create the Redevelopment Area Plan.



Staff will be presenting an update to the City Council on the progress of the Bonanza Park Redevelopment Area Plan during the work session. The progress thus far includes the movement of the power station in an effort to meet the future character and function.

Analysis:

Staff believes the property located at 1555 Lower Iron Horse Drive is the better location for the substation based on the reasoning below:

- With the substation moved out of the way, staff believes the BoPa redevelopment could then be fully developed and augmented with better redevelopment opportunities,

- The substation would have a better opportunity to look better in the proposed location tucked in against the hillside and surrounded with decorative walls and trees. If the substation is maintained in its existing location, it would be highly likely that the substation would be very close to the heart of the BoPa re-development,
- Staff believes that though it will have a visual impact to the Lower Iron Horse area, there will be a lesser impact to the community as a whole.

Purpose and Needs Statement

Attached for reference, is Rocky Mountain Power's purpose and need statement for the substation and power line upgrade project.

Physical Layout

If the substation remains in its current location, the expansion is proposed to occur to the north of the existing facility. The height of the proposed facility would be a minimum height of 45 feet compared to the existing height of 35 feet. The existing substation is enclosed with a chain link fence and no efforts were made to hide or reduce the impacts of the existing substation. The proposed expanded facility would be required to mitigate the visual impacts to the area

If the substation is relocated to the proposed location, the substation would need to completely use the property. The substation will be a minimum of 62,500 square feet and would have a minimum height of 45 feet.

Height and location of the power poles –Currently, the power into the City starts at the substation located at Route 40 and is routed over the Aerie Subdivision. This section of power poles are 46 kV single circuit pole structures (approximately 60 feet in height). Near the existing round-about, the power lines cross Old Town and also turn north to the Park City substation. Both of these sections of power poles are 46 kV double circuit pole structures.

The proposed power supply into the City will be 138 kV double circuit pole structures from the substation located at Route 40 and will follow the current route. These poles will increase from 60 feet to between 70 to 95 feet. These 138 kV double circuit pole structures will continue all the way to the proposed substation location.

Until the substation location is finalized, the alignment and pole heights cannot be finalized. The City continues to develop a plan in conjunction with Rocky Mountain Power to realign, disguise, or underground power lines to the substation and will bring this back to Council at part of the phase 2 discussion.

Social Impacts

Moving the substation to a new location creates numerous issues as does keeping it in its current location. Without using hard numbers, this section looks at the social impacts of the substation in a new location and in its current site.

The property at 1555 Lower Iron Horse Drive is currently a fueling station and laundry facility. It received Master Planned Development approval for a mixed use facility, which is designed to mostly commercial use. How would a substation change the social elements of this property?

Positives

- The substation will generate close to zero daily traffic, whereas the current property use and proposed re-development create a constant flow of daily traffic. Traffic into and out of the existing fueling station creates a significant amount of cross traffic on the Bonanza Drive and Iron Horse intersection, which is close to failure at certain times of the year. A commercial use on the property would also have traffic impacts
- Without traffic and other outdoor uses on the property, the noise levels will significantly reduce,
- The substation would have a minimum amount of light and thus assist in meeting our night sky ordinance versus its current use or commercial use,
- Whether there is or is not a health issue associated with proximity to high power lines, this substation location could have a larger buffer from existing resident
- This site would not locate the substation in our view corridor,
- Because of the potential to shorten the transmission lines into the substation, the opportunity to bury more power lines appears to be greater,
- A good wall/fencing/screening system could hide the substation at ground level

Negatives

- Higher structures located in the substation will need to be mitigated,
- The traditional walking shortcuts used by the neighborhood would be lost to the substation,
- Aeries subdivision, Iron Horse Condos and Fireside Condos will be able to readily see the substation facility as they look down on the property,
- Economic justice issues related to lower income housing that could be impacted,
- The potential public costs to the City if the relocation plan is more expensive,
- Development of an access road to the apartment complex would be required if the footprint of the substation encompasses the complete property,
- The large fenced or walled substation may be susceptible to vandalism such as graffiti, and
- The substation will no doubt create a different sense of place in the immediate location of the property. It will not create a sense of vibrancy.

The existing substation location is currently in the heart of the future BoPa re-development. How would an expanded substation change the social elements of this property?

Positives

- Without traffic and other outdoor uses on the property, the noise levels will significantly reduce,

- The substation would have a minimum amount light and thus assist in meeting our night sky ordinance,
- A good wall/fencing/screening system could hide the substation at ground level

Negatives

- Higher structures will be located in the substation, which will be potentially visible throughout the BoPa re-development,
- If health issues associated with proximity to high power lines is a concern, it is highly likely that residents will be increasingly closer in this location as the re-development attempts to maximize footprint usage and thus reduce the buffer area around the substation,
- The existing substation is in our view corridor,
- Expansion of the existing substation location would be right in the heart of the BoPa re-development and thus not allowing the re-development to reach its full potential.

Other proposed locations presented their own difficult social impacts. At a glance, the eliminated locations would all have a significant social impact.

- 2125 Monitor Drive – This site is located along Monitor Drive, right behind the cemetery and would have been visible to all entering into Park Meadows,
- 1100 Snow Creek – This site was immediately adjacent to a shopping center and bank and would have required major site adjustments to the center to make it functional,
- Aerie tank – This site is located near our existing water tank. Because of its distance from the existing substation, costs to move the substation would be significant, and the power line's alignments would be dramatically altered,
- Mark Fischer's property – Expanding the existing substation onto Mark Fischer's property would have impacts to the proposed BoPa re-development,
- Powdr Corp. property – Expanding or moving the existing substation onto Powdr Corp's property would again have impacts to the proposed BoPa re-development, and
- 1185 Iron Horse Drive – This site is located at the end of Lower Iron Horse Drive. To make this site work would have required the use of surrounding Open Space to absorb the substations footprint.

Positive or Negative Deal

Is this a positive cost deal for Park City to move the substation? RMP will require any added costs incurred by them, that would not have been incurred if they had taken land and increased the size of the substation in its current location, to be paid by others. Without knowing yet the full cost of the project, the bulleted items below and the summary following outline the potential positive and negative costs to the City:

- Cost for the expansion (material and installation costs) would be borne by RMP whether it is at the existing location or at the proposed location,

- There would be a land cost to RMP for expansion at the existing location (City or Mark Fischer),
- Land would be provided for at the 1555 Lower Iron Horse site in a trade deal with Mark Fischer,
- If RMP expands in the existing location, they would be required to clean the site, which is located in the soils boundary zone. If 1555 Lower Iron Horse site is used, Mark Fischer has offered to clean the site,
- The proposed site would require less transmission lines and poles but maybe more distribution lines. Since the transmission poles are being replaced along the transmission corridor, PC sees this as a much less cost option to RMP, and
- If the substation footprint is too large, a new access would need to be developed for the apartment complex located directly east of the site. Possible access alternatives include a bridge across Silver Creek, a retained road along the current hillside or opening the back gate between Upper Iron Horse and Lower Iron Horse.

In summary:

Positives for Park City

- Land costs for expansion at existing location for RMP,
- Contaminated soil cost at existing location for RMP,
- Less transmission poles and lines to be installed by RMP,

Negatives for Park City

- Cost to move existing substation to proposed location,
- Additional distribution lines may be required,
- Access development required for apartment complex

A question to be answered in the upcoming Phase 2 power meeting with City Council – Is the proposed location a lesser cost to RMP?

The third important party in this project is Mark Fischer. With Mark Fischer offering his property at 1555 Lower Iron Horse Drive, Is this a positive cost deal for him to have the substation moved? Again without knowing yet the full cost of the project, the bulleted items below outline the potential positive and negative costs to Mark Fischer:

- Land would be provided to RMP at the proposed location (104,000 square feet) in a trade deal with Mark Fischer, whereas MF receives a contiguous piece of property (24,000 square feet) to his portion of the BoPa re-development,
- Relocation of the substation to the proposed site would require Mark Fischer to clean the site.

In summary:

Positives

- Contiguous property adjacent to his BoPa parcel,
- Increased revenue from the contiguous property adjacent to his BoPa parcel,
- Clear his property of power poles and lines.

Negatives

- Contaminated soils cost at proposed location,
- Loss of revenue from 1555 Lower Iron Horse,

Similar to above, another question to be answered in the upcoming Phase 2 power meeting with City Council – Is the proposed location a positive or negative cost to Mark Fischer?

Next Steps

On August 3, 2011, RMP provided staff with a rough schedule expand/relocate the Park City Substation. The next three immediate steps in their plan are:

1. Finalize the location of the substation (to be originally completed by 9/30/11 but now pushed to approximately December 31, 2011),
2. Engineer the selected location (to be originally completed by 3/1/2012 but now pushed to approximately June 1, 2012),
3. Submit application to PCMC (to be originally completed by 4/1/2012 but now pushed to approximately July 1, 2012).

Staff anticipates that once the location of the substation is determined and the routing of the power lines is finalized, a public meeting will be held in conjunction with RMP.

Proposed Model Ordinance for Siting Utility Facilities

The City understands that new utility lines and facilities will be needed to support the citizens and economy of our City. The Utah League of Cities and Towns is working on a draft model ordinance for the siting of utility facilities. This current draft of the model ordinance is attached in the exhibits. Would City Council be interested in staff coming back with this ordinance, modified to meet our City's needs, for formal adoption?

Department Review:

This report has been reviewed by City Manager, Planning, Sustainability and Legal. All comments have been integrated into this report.

Significant Impacts

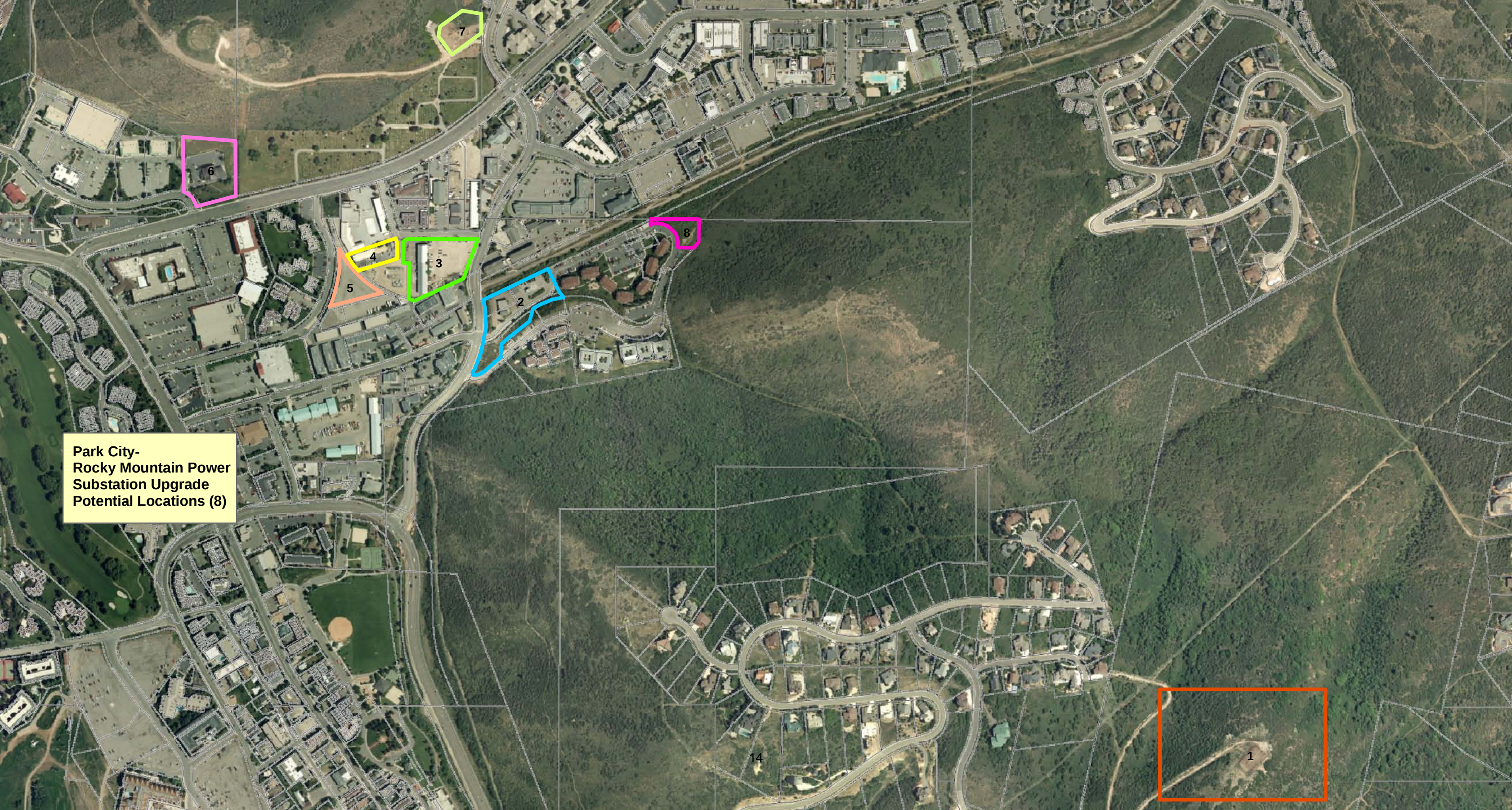
The analysis section above does provide for the significant impacts caused by the expansion/relocation of the Park City electrical substation.

Recommendation:

This is an informational discussion with City Council about the future of the Park City Substation currently located in the Bonanza Park (BoPa) re-development area and proposed to be moved to the 1555 Lower Iron Horse Drive location.

- Exhibits – Site Maps of Possible Substation Locations
 Summit Wasatch Electrical Plan Scorecard
 Rocky Mountain Power Purpose and Need Statement
 Rocky Mountain Power August 3, 2011 Rough Schedule
 Draft Model Ordinance
 Renderings:
- Change in view from Bonanza & Iron Horse intersection
 - Change in view from Upper Iron Horse Drive

**Park City-
Rocky Mountain Power
Substation Upgrade
Potential Locations (8)**



Summit Wasatch Electrical Plan Scorecard

SUBSTATIONS				
Location Criteria	SCORE how well the criterion is met	Enter X where appropriate	Criterion WEIGHT	Criterion TOTAL = score X weight
2A Maximize use of existing facilities and adjacent properties before building new facilities	Substantially (2 points)		3	
	Partially (1 point)			
	Poorly (0 points)			
2B Use topography to reduce visual impacts	Substantially (2 points)		3	
	Partially (1 point)			
	Poorly (0 points)			
2C Protect significant viewsheds	Substantially (2 points)		3	
	Partially (1 point)			
	Poorly (0 points)			
2D Build aesthetically pleasing facilities	Substantially (2 points)		3	
	Partially (1 point)			
	Poorly (0 points)			
2E Avoid dedicated open space and parks	Substantially (2 points)		2	
	Partially (1 point)			
	Poorly (0 points)			
2F Use areas with high development potential	Substantially (2 points)		2	
	Partially (1 point)			
	Poorly (0 points)			
2G Avoid residential neighborhoods	Substantially (2 points)		2	
	Partially (1 point)			
	Poorly (0 points)			
2H Avoid adverse aesthetic impacts on development	Substantially (2 points)		2	
	Partially (1 point)			
	Poorly (0 points)			
2I Avoid discrimination based on income or ethnicity	Substantially (2 points)		1	
	Partially (1 point)			
	Poorly (0 points)			
2J Utilize land adjacent to other infrastructure	Substantially (2 points)		1	
	Partially (1 point)			
	Poorly (0 points)			
2K Protect critical habitat, wetlands, rivers and stream corridors	Substantially (2 points)		1	
	Partially (1 point)			
	Poorly (0 points)			
SUBSTATION TOTAL				0



Rocky Mountain Power's Park City Substation Expansion Project

Purpose: To provide increased electrical power capacity to Rocky Mountain Power customers in Park City, Utah to serve existing customer needs and provide for anticipated growth.

How the area is currently served: Rocky Mountain Power customers in the Park City area are directly served by five substations. These substations convert higher voltage to lower voltage for delivery to other substations or to neighborhoods and businesses. The Silver Creek substation is a regional substation located off of Highway 40 that supplies other substations. The Jordanelle substation is near the Jordanelle dam and supplies neighborhoods and businesses in that vicinity. In addition, to these, there are two centrally located substations in the Park City area: one at the Bonanza business park (the Park City substation) and the other at the top of Marsac Avenue (the Judge substation). A recently expanded substation in Snyderville Basin (Snyderville substation) helps serve customers in that area. Two transmission lines from Salt Lake City bring power to the Silver Creek and Park City substations, which is then distributed to other substations in the Park City area. The Snyderville, Silver Creek and Jordanelle substations are linked by a 138,000-volt transmission line. The Park City and Judge substations are on a 46,000-volt transmission system, which also interconnects at the Silver Creek substation. Further electric supply comes from Utah County into the Midway substation via a 138,000-volt transmission line, where it interconnects with the 46,000-volt system. (Please see attached simplified map.)

The project: In planning for present customer needs and future growth, Rocky Mountain Power is currently evaluating options to either replace or add to the Park City substation. Currently the substation is supplied by a 46,000-volt transmission line. The voltage is changed by two power transformers to lower voltage for distribution to customers. The project would increase the capacity of the substation by replacing both transformers and upgrading the transmission line to 138,000 volts between the Silver Creek substation and the Park City substation. The 46,000 volt transmission system will remain to maintain multiple electricity paths to the Judge substation. Later in the project, Rocky Mountain Power will upgrade the existing transmission line which connects Park City, Judge and Midway substations to 138,000 volts, as well as build a new substation near the existing Judge substation, located at the top of Marsac Avenue.

Need: Substations work most efficiently when they serve customers in the area immediately around them, so they are typically centrally located according to how much electricity customers use. As Park City energy consumption continues to grow with planned developments, including the Bonanza Park area and snow-making expansion, the capacity of the Park City substation must be increased to supply the electric demands of customers. Within the next two years, Rocky Mountain Power engineers anticipate that the existing Park City substation will be operating at 102 percent of its capacity and the Judge substation will be operating at 90 percent. Also, the transmission line which connects Silver Creek substation to Park City substation cannot supply the needs of Park City customers by itself. If an interruption occurs on the transmission system coming from Utah County into Midway, the line would be overloaded and trip off-line for safety. These substation and transmission line expansion projects are vital for the existing and future reliable electrical service to customers in the Park City area.

Park City Substation Expansion Rough Schedule

Item	Start	Completion Date	Duration/ Days	Days Remaining to Completion
Start project	1-May-11	1-May-11	1	904
Determine location*	1-May-11	30-Sep-11	150	754
Engineer location	30-Sep-11	1-Mar-12	150	604
Submit application with PCMC	1-Mar-12	1-Apr-12	30	574
Permit location**	1-Apr-12	1-Aug-12	120	454
Order Material/Arrival	1-Aug-12	1-Aug-13	365	89
Construction	1-Aug-13	31-Dec-13	150	(61)
Commisioning	31-Dec-13	28-Feb-14	60	(121)
In Service	28-Feb-14	28-Feb-14	0	(121)
IN SERVICE GOAL		31-Oct-13	905	

() Represents overruns in days beyond in service goal

Days calculated

May 1, 2011 to December 31, 2011	240
January 1, 2012 to October 31, 2014	665
Total Days	905

*Includes RMP time to evaluate properties based on rough sub drawings to fit dimensions provided by city.

**Includes a community open house to illustrate project.

updated Aug 3, 2011

Proposed Model Ordinance for Siting Utility Facilities

1. Definitions-

For the purposes of this section the following definitions have the following meaning:

- a. “Affected Property Owners” means any property owner located adjacent to or within 500 feet of a proposed Utility Lines and Facilities project or Proposed Corridor.
- b. “Land Use Authority” means the planning commission. (or as defined by the local jurisdiction)
- c. “Land Use Appeal Authority” means the City Council. (or as defined by the local jurisdiction)
- d. “Proposed Corridor” means the transmission line route within a Target Study Area selected by the Public Utility as the Public Utility’s proposed alignment for a transmission line.
- e. “Public Utility” means an enterprise that provides essential commodities to the public such as electricity or gas.
- f. “Target Study Area” means the geographic area for a new Utility Lines and Facilities project proposed by a Public Utility.
- g. “Transmission Line” means an electrical or gas line, including structures, equipment or fixtures associated with a gas or electric transmission line operated at a nominal voltage of 46 kilovolts or more.
- h. “Utility Lines and Facilities” means all transmission and distribution lines, including the Proposed Corridor, and any appurtenant facilities for the generation, transmission, transportation, and distribution of electric power and gas.

2. Purpose-

The City recognizes that new Utility Lines and Facilities will be needed to support the citizens and economy of the City. The City shall plan and coordinate with public utilities for the development of utility lines and facility sites so that development occurs in a timely and orderly manner, with mitigation of any adverse environmental impacts that cannot be avoided in order to protect the public health, safety and general welfare of the City’s citizens.

3. Siting-

The siting location of a Utility Lines and Facilities project shall be in conformity with the general plan of the City. If siting locations are not contained in the general plan, the City shall facilitate an amendment to the general plan to incorporate the siting of Utility Lines and Facilities. The amendment may be initiated concurrent with the conditional use application.

To ensure better communication and coordination, the Public Utility and the City shall meet annually for the purpose of sharing each entity's respective master plan to discuss events that may potentially impact the other.

4. Conditional Use Permit Required-

All Utility Lines and Facilities subject to the provisions of this ordinance shall be allowed in all zones as a conditional use, unless otherwise designated as a permitted use. An applicant for a conditional use permit for Utility Lines and Facilities must submit an application to the City planning department on the form prescribed by that department. The application must include information sufficient to show that the proposed project would comply with the general and specific standards contained in this ordinance.

- a. Notice of Intent- At least 90 days before the day on which a Public Utility files a completed conditional use permit application for the construction or upgrading of a Utility Lines and Facilities project, the Public Utility shall submit a notice of intent to the Land Use Authority. The notice of intent shall include:
 - i. the name and mailing address of the Public Utility, including the name, position, address and telephone number of a contact person from the Public Utility;
 - ii. the purpose and need for the Utility Lines and Facilities;
 - iii. a map showing the Target Study Area;
 - iv. a list of Affected Property Owners; and
 - v. the anticipated timing of construction.
- b. Initial Community Visit / Coordination with City- After a Public Utility has satisfied the notice of intent requirements in this ordinance, the Public Utility shall meet with the City Planning Department to discuss options for the proposed project and determine the following:
 - i. The color and pattern of the wall (if applicable); and
 - ii. The landscape method and plan.

- c. Public Workshop- After a Public Utility satisfies the notice of intent requirement of this ordinance and before it files a completed conditional use permit application, the Public Utility shall conduct an informal public workshop to provide information to the public about the proposed Utility Lines and Facilities project. The public workshop shall be held at a public location within the City. The Public Utility shall provide notice of the workshop to all Affected Property Owners. The notice shall be in a form that would be reasonably calculated to give notice of the location, type and timing of the proposed Utility Lines and Facilities project and location and time the public workshop will be held. Proof of notice shall be provided to the Land Use Authority before a conditional use application is considered complete. Notice shall be deemed sufficient if the Public Utility notifies those Affected Property Owners who are on the county tax records.
- d. Application- A completed conditional use application must include the following:
 - i. A general description of the proposed project and location, including a legal description of the site on which the project would be located.
 - ii. Maps showing the physical features and land uses of the project area, both before and after the construction of the proposed project. The application must include at least one map or aerial photograph that shows:
 - 1. The project area boundaries including the location of the proposed Utility Lines and Facilities project taking into account the information gathered from the public and the City during the public workshop(s) and initial community visit(s).
 - 2. The location, height and dimensions of all existing proposed structures and fencing or walls.
 - 3. The location, grades and dimensions of all temporary and permanent on-site roads and/or access roads from the nearest public road.
 - 4. Existing topography with contours that vary depending on the size and slope of the site.
 - 5. The location of and distance to residential uses within 500 feet of the boundary of the proposed site.
 - 6. A list of all permits, approvals or other actions that the applicant has requested or will request from other government agencies or utility companies serving the site.
 - 7. A re-vegetation plan for restoring areas temporarily disturbed during construction.

8. A drainage and erosion plan.
 9. A fire protection plan.
 10. A list of Affected Property Owners.
- e. Notice- Upon acceptance of a completed conditional use application, the City shall notify the Affected Property Owners and the general public of the pending review for a conditional use for a proposed Utility Lines and Facilities project.
- f. Determination and Considerations- The conditional use permit shall comply with the general standards in this ordinance. In addition, the following specific requirements shall apply:
- i. The procedures for review of the conditional use permit in (APPLICABLE CITY CODE) including public hearings, apply to projects under this section.
 - ii. The conditional use permit application shall designate the location of the Proposed Corridor or proposed utility lines or facilities project site.
 - iii. Where practical, the Public Utility shall coordinate/cooperate with the City to allow compatible uses within a Proposed Corridor. If the City and Public Utility agree that a Proposed Corridor may be utilized as a compatible use, the Public Utility shall review the terms of the use proposed by the City and determine whether or not to:
 1. Accept the terms;
 2. Return the request to the planning commission requesting more favorable terms; or
 3. Request the City fund the additional costs of improvements that significantly exceed the Public Utility's standard design parameters.
 - iv. The City may request cost information for modifications to the utility's proposed Utility Lines and Facilities project in accordance with the provisions of Utah Code Annotated 54-14-et seq., Utility Facility Review Board Act.
- g. Completion of Notice of Intent and Public Workshop Requirements- If a Public Utility does not satisfy the notice of intent requirements of this ordinance the Land Use Authority may withhold a decision on a Public Utility's conditional use permit application until the Public Utility satisfies the notification and public workshop requirements.

- h. Duration- Construction on the project must begin within two years from the date of the final conditional use permit approval.

5. Additional Conditions-

The City may require or condition the construction of Utility Lines and Facilities projects in any manner if:

- i. the requirements or conditions do not impair the ability of the Public Utility to provide safe, reliable, and adequate service to its customers; and
- ii. the City pays for the actual excess cost resulting from the requirements or conditions.

6. General Standards-

The following general standards apply to review and approval of all Utility Lines and Facilities projects described in this section. The applicant for a conditional use permit must demonstrate that proposed project meets the following:

- a. General Plan- The site of the proposed project is in an area designated in the City general plan as suitable for the size and type of project proposed.
- b. Lot Size- In the event a minimum lot size for the zone in which the proposed Utility Lines and Facilities project is located exceeds the lot size necessary for the construction, operation and maintenance of the project, the Land Use Authority may vary the lot size to accommodate the Utility Lines and Facilities project.
- c. Coordination and Documentation- The applicant has provided the City with copies of any state or federal permits and licenses that may apply.
- d. Fire Protection- The applicant shall implement fire protection measures for the construction and operation of the project that meet all applicable fire and safety codes during construction and operation of the project.
- e. Erosion and Sediment Control- The applicant shall include a plan for erosion control during and after construction and permanent drainage and erosion control measures to prevent damage to local roads or adjacent areas and to minimize sediment runoff into local waterways.
- f. Weed and Dust Control- The applicant shall implement a plan for weed and dust control during construction and operation of the project.
- g. Signs- Outdoor displays, signs or billboards shall not be erected within the project site, except:

- i. The applicant may erect or display two signs relating to the name and operation of the project.
 - ii. Signs required for public or employee safety or otherwise required by law.
 - iii. Signs specifically approved in the conditional use permit.
 - h. Termination and Decommissioning- Upon termination or decommissioning of a Utility Line or Facilities or termination of the approved conditional use permit, the utility company shall remove any unsafe, unsightly, deleterious structures or equipment from the site and return the site as near as practicable to the condition of the property prior to approving the conditional use permit.
7. Specific Standards-

The following specific standards apply to review and approval of all Utility Lines and Facilities projects described in this section. The applicant for a conditional use permit must demonstrate that proposed project meets the following:

- a. Height- Buildings or structures shall meet the height standards for the zone in which the use is located. Height requirements may exceed the City requirements where preempted by state or federal law.
- b. Setbacks- Setback requirements shall be as follows:
 - i. Rural Areas- The setback requirements for the zone in which Utility Lines and Facilities project will be located shall be exempt from the setback requirements for that zone, provided, however, that a minimum of ten feet from the outside wall of the substation is required.
 - ii. Urban, Residential or Master Planned Areas- The proposed Utility Lines and Facilities project must meet the setback requirements for the zone in which the Utility Lines and Facilities project will be located.
- c. Landscaping- Landscaping shall be used to mitigate any negative impacts on adjacent properties and shall meet the landscaping standards required for the zone in which the project is located. Landscaping for a project shall be one of the following:
 - i. Hardscape- Gravel asphalt, decorative rock, paving, etc.
 - ii. Xeriscape- Low watering intensity, self-sustaining shrubs and trees. Native trees, shrubs and grasses.
 - iii. Softscape- Non-native trees shrubs and grasses. (Continual irrigation required.)

The following table is a summary of landscape options for a Utility Lines and Facilities project:

Zone	Hardscape	Xeriscape	Softscape
Residential	Optional	Recommended	Optional
Commercial	Optional	Recommended	Optional
Mixed Use/Residential/ Commercial/ Professional Office	Optional	Recommended	Optional
Light Industrial	Recommended	Optional	Not Recommended
Industrial	Recommended		Not Recommended
Agriculture	Recommended	Optional	Not Recommended
Rural	Recommended	Optional	Not Recommended
Non-rural Open Space	Optional	Recommended	Optional
Rural Open Space	Recommended	Optional	Not Recommended
Special	Optional	Recommended	Optional

- e. Fencing- Fencing shall provide for safety, security and shall mitigate negative aesthetic impacts to the extent that it shall be compatible with surrounding uses. The following table is a summary of fencing options for a Utility Lines and Facilities project:

Zone	Chain Link Fence¹	Precast Concrete Wall
Residential ²	Optional	Recommended
Commercial ³	Optional	Recommended
Mixed Use/ Residential/ Commercial/ Professional Office ⁴	Optional	Recommended
Light Industrial	Recommended	Optional
Industrial	Recommended	Optional
Agriculture ⁵	Recommended	Optional
Rural ⁶	Recommended	Optional
Non-Rural Open Space ⁷	Optional	Recommended
Rural Open Space ⁸	Recommended	Not Recommended
Special ⁹	Optional	Optional

¹ Although not recommended, other types of screening may be utilized with chain link fencing.

² Inside City limits where zone is residential and/or situated near residential neighborhoods or housing. Residential fencing options apply to both existing and proposed residential housing.

³ Inside City limits where zone is commercial retail and office space is in general proximity.

⁴ Inside City limits with housing, retail and commercial facilities in general proximity.

⁵ Low density population, typically outside City limits and general land use is agricultural use only.

⁶ Inside rural City limits. Rural is defined as open country and settlements with fewer than 2,500 residents per most recent U.S. Census Bureau.

⁷ Land use determined to be for minimal development such as parks and green space located inside City limits.

⁸ Outside City limits including wild lands and sage brush.

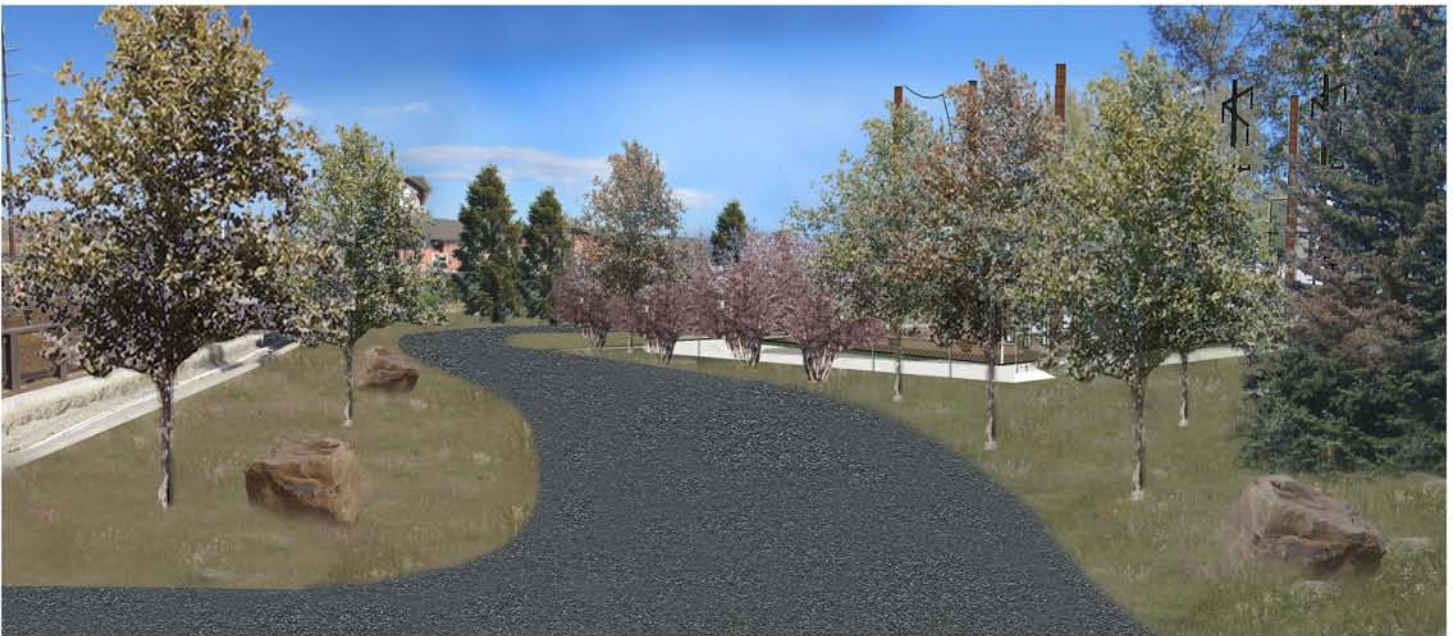
⁹ Special accommodations include uses such as airports, sports complexes and shopping malls.

- f. Access- The applicant shall implement adequate plans to:
 - i. Use existing roads for access to the extent practical and avoid the construction of on-site roadways as much as possible.
 - ii. Restore the natural grade and re-vegetate any temporary access roads, equipment staging areas and field office sites used during construction of the project.
 - iii. Construct and maintain access roads for all-weather use to assure adequate, safe and efficient emergency and maintenance vehicle access to the site.
- g. Parking- Parking requirements shall be consistent with parking requirements of the zone in which the use will be located. Parking may be varied to accommodate the proposed Utility Lines and Facilities project.
- h. Modifications- The conditional use permit shall allow for modifications to Utility Lines and Facilities without obtaining additional permits so long as the utility company is not modifying or changing the type of use, height, bulk, mass of the utility line or facility and it does not create demand for increased parking, traffic circulation or access.

8. Appeal of Decision-

An applicant may appeal a decision of a Land Use Authority to the Land Use Appeal Authority.

- a. Exhaustion of Local Remedies- A Public Utility shall have the right to appeal a decision to the Land Use Appeal Authority. Such appeal shall be filed within 30 days from the date of the decision of the conditional use permit application. The Land Use Authority shall respond within 45 days of receipt of the appeal.
- b. Appeal to District Court- The City's land use decision may not be challenged in district court until the applicant has exhausted the all local remedies.
- c. Appeal to Review Board- If a final decision has not been made within 60 days of filing an appeal to the Land Use Authority, an appeal may be made to the Utility Facility Review Board in accordance with the provisions of Utah Code Annotated 54-14-et seq., Utility Facility Review Board Act.





**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
NOVEMBER 10, 2011**

Present: Mayor Dana Williams; Council members Alex Butwinski; Joe Kernan; Cindy Matsumoto; and Dick Peek

Tom Bakaly, City Manager; Mark Harrington, Polly Samuels McLean, Assistant City Attorney; Scott Robertson, IT Manager; Jan Scott, City Recorder; and Ron Neeley, IT Analyst

Absent: Council member Liza Simpson

1. Council questions/comments. Cindy Matsumoto commented on a Library Board meeting. Alex Butwinski encouraged the public to participate in the Live PC Give PC fund-raiser tomorrow and discussed the Planning Commission meeting where another plat amendment to maximum house size in Old Town was approved. The Mayor acknowledged Veteran's Day tomorrow. He congratulated Andy Beerman, Dick Peek and Liza Simpson on their successful election to the City Council this week.

2. Retention schedules. In response to a question from Cindy Matsumoto about the scope of archived material, Scott Robertson explained that printed material converted to digital format equates to about 10 terabytes and the City has about 50 terabytes of raw storage for redundancy in the event of a failure. Joe Kernan stated that the conversion to digital will make it easier to retrieve information. Although staff is recommending something different than he suggested, he wanted to point out that there may be better options than just following the state's retention schedule. Alex Butwinski noted that some of Mr. Kernan's suggested retentions represent a tenfold increase over what staff or the state recommends. Mr. Kernan responded that certain items like budget is a category where he felt information should be kept longer. Mr. Butwinski questioned if the material would be relevant in ten years. The Mayor felt that meeting recordings could be kept permanently as suggested by Mr. Kernan rather than one year. Joe Kernan stated that it depends on what Council members think but he felt that looking back at 10 to 15 years of budget information would be helpful.

If the Council agrees with Mr. Kernan's schedule, Alex Butwinski asked about the impacts. Mr. Robertson pointed out three components; the database component is the ideal location for storing data. An electronic image is equivalent to a photograph of printed paper and lastly there is paper. The database provides an ability to make the data extremely relevant like producing reports. He referred to Exhibit A in the staff report and explained that increasing retention for paper formatted documents may be an administrative burden because someone has to scan it, store it and destroy it. Retrieving data from files stored in boxes can be challenging and staff resources are focused on building a database. Electronically searching documents was discussed. The Mayor suggested that cloud-based storage may be more economical and Mr. Robertson acknowledged that it is an option; however, the City should be cautious until a strong infrastructure to support it is in place.

Cindy Matsumoto referred to the entry, *design review of historic homes*, and suggested that this data be retained permanently. Polly McLean explained that the final design will be associated with the building permit which is stored permanently. Ms. Matsumoto asked if information like the history of the home is included in the plan files and Ms. McLean clarified that if a design review plan is denied, it will be kept on file for five years. Mark Harrington understood Ms.

Matsumoto's comment to be that ancillary information accompanying the application may be useful in the context of evaluating historic context in the future or for other neighborhood structures. The five year retention can be changed if it is important to members. The Mayor believed that design review and determination of significance data should be retained permanently and suggested if a structure is significant, the file is kept forever but if it is deemed insignificant, the file can be destroyed after five years.

Cindy Matsumoto referred to dispatch tapes being destroyed after five years if not part of a case file, and asked if that is consistent with statutes of limitations. Mark Harrington pointed out that the retention time is state-recommended and the statute of limitations vary for various claims which he felt were factored in collectively. He believed the five year retention is based on current technology which is storing video tapes which is cumbersome. Ms. McLean stated that the state recommendation is three months and the City far exceeds this standard. Bike registrations were discussed. Ms. Matsumoto asked that the Planning Manager consider her comments on historic design review and Ms. McLean stated that she will follow-up on her suggestions. Scott Robertson interjected that from an IT management perspective, the priority has been developing the transition toward new forms of media as opposed to extending retentions and managing existing data.

Dick Peek referred to Historic District preservation grants where the retention is five years and felt it should be longer. Mark Harrington suggested maintaining a permanent log of grants, but not necessarily the entire file which Mr. Peek felt was adequate. Retaining historic structure information was again discussed and Mr. Harrington believed the important information would relate to streetscapes and photographs submitted with a design review application which the next property owner might not have. The Planning Manager may have an idea of how to efficiently *weed* this data from one application to another.

Joe Kernan referred to meeting recordings and pointed out that the minutes don't necessarily detail every discussion and can be abbreviated. It may be wise to designate a longer retention than one year. The City Recorder pointed out that digital recordings are much easier to store than cassette tapes which were kept for three years. As a practical matter, the digital City Council meeting recordings can be easily stored permanently. Members were supportive. After some discussion, Mr. Robertson stated that he did not know the impacts of retaining all board recordings permanently but will return to Council with a recommendation. The Mayor expressed his appreciation to the IT staff for its hard work. Scott Robertson confirmed that with the exception of Item 27, Schedule A is okay and the Mayor added that historic reviews need to be addressed.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
NOVEMBER 10, 2011**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, November 10, 2011. Members in attendance were Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, and Dick Peek. Liza Simpson was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Brooks Robinson, Transportation Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF OCTOBER 27, 2011

Cindy Matsumoto, "I move approval of the work session notes and minutes of the meeting of October 27, 2011". Alex Butwinski seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Aye
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Absent

V NEW BUSINESS (*New items with presentations and/or anticipated detailed discussions*)

1. Consideration of an Ordinance amending the Record of Survey Plat located at 1530 Empire Avenue – The Mayor opened the public hearing; there was no input from the audience. He requested motion to continue to November 17, 2011. Dick Peek, "I so move". Cindy Matsumoto seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Aye
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Absent

2. Consideration of authorizing the City Manager to sign the Service Provider/Professional Services Agreement with Fehr & Peers for professional services related to the preparation of a corridor study and strategic plan for State Route 224 from Thaynes Canyon Drive to Bonanza Drive in the amount of \$129,095 in a form to be approved by the City Attorney – Brooks Robinson congratulated Liza Simpson, Dick Peek and Andy Beerman on their wins at the polls. He thanked Joe Kernan for his service on the City Council over the last eight years.

He pointed out that this is one of our busier sections of road in town and it is not anticipated to add lanes. Alex Butwinski asked how staff knows this is \$129,000 worth of deliverables or the price per hour and/or hours estimated for tasks are appropriate. Mr. Robinson explained that each firm bidding on the project submitted a spreadsheet of all individuals working on the study. Fehr & Peers is the lead firm with Horrocks Engineering and Design West as subcontractors. The selection team looked at individual billable hours and the number of hours devoted to each task carefully. Fehr & Peers came in a little higher than the final number and staff negotiated elements of the proposal. The study was estimated to cost about \$150,000. Fehr & Peers was not the highest or lowest and deliverables and team experience were important considerations when comparing firms.

Mr. Butwinski asked about funding sources and Brooks Robinson noted that funds will come from walkability, RDA and transit. Joe Kernan asked the RDA's role and Mr. Robinson explained that a portion of the area is located in the lower Park Avenue RDA and capital projects may result from recommendations in the study. Mark Harrington pointed out that any redevelopment within the RDA would have to be predicated upon solving some of the existing deficiencies of the Park Avenue and Deer Valley Drive intersection. Tom Bakaly advised that there is about \$7 million left in walkability funds and a discussion on this is scheduled next week. Dick Peek brought up integration of a plan with the proposed Bonanza Park grid. The Mayor invited public input. There was none.

Cindy Matsumoto, "I move approval of authorizing the City Manager to sign the Service Provider/Professional Services Agreement with Fehr & Peers for professional services related to the preparation of a corridor study and strategic plan for State Route 224 from Thaynes Canyon Drive to Bonanza Drive in the amount of \$129,095 in a form to be approved by the City Attorney". Joe Kernan seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Aye
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Absent

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, and Dick Peek. Liza Simpson was absent and excused. Staff present was Tom Bakaly, City Manager; Thomas Eddington, Planning Manager; Diane Foster, Sustainability Manager; Joan Card, Environmental Regulation Manager; Tom Daley, Deputy City Attorney; Andy Beerman, Council-elect; Jason Christensen, Environmental Regulatory Counsel, Michael Kovacs, Assistant City Manager; and Mark Harrington, City Attorney. Alex Butwinski, "I move to close the meeting to discuss litigation and property". Joe Kernan seconded. Motion carried. The meeting opened at approximately 4:50 p.m. Alex Butwinski, "I move to open the meeting". Joe Kernan seconded. Motion carried.

Alex Butwinski	Aye
Joe Kernan	Aye
Cindy Matsumoto	Aye
Dick Peek	Aye
Liza Simpson	Absent

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 Janet M. Scott, City Recorder

City Council Staff Report



Author: Jonathan Weidenhamer, Thomas Eddington
Subject: Treasure Hill - Letter of Intent between Park City and the Sweeney Family (MPE, INC.)
Date: December 1, 2011
Type of Item: Administrative

Summary Recommendations

Authorize the City Manager to extend the existing Letter of Intent (LOI) with MPE, Inc. (Sweeney Family and partner Park City II. LLC).

Background

On November 17, 2011 the City Council held a public hearing on this topic. No input was received. Direction was given to return to consider extending the LOI with the Treasure Owners to continue negotiations.

On April 22, 2010, the City Council elected to appoint a hearing appeal panel as the appeal body for the pending Treasure Hill CUP application. This enabled the Council to explore other roles beyond the traditional regulatory/appeal role, including consideration and negotiation of sale and the purchase and/or transfer of density rights.

On September 30, 2010 Park City (PCMC) and MPE Inc. entered into an LOI (Exhibit A) with the following three premises:

1. Consider various options, not limited to, bond, transfer and/or sale to move approximately 50% of the density off of Treasure Hill;
2. Pursue a second parallel track of a complete buyout or transfer of 100% of the density;
3. Participate in a redesign process with the goals of creating a project compatible with old town that addresses the impacts of development including height, visual mass and scale, traffic, excavation, etc.

On April 21, 2011, an update on the progress to date was given and included a public discussion on the negotiations to date. On July 26, 2011 the parties co-hosted a second public open house. Progress on the two density options was presented including: potential price tag; and general structure of the half density option including a potential receiving zone at PCMR receiving.

Included in the July open house was a short survey to gauge public sentiment for these options. Information about these options, along with the survey, was also available on-line. A total of 191 surveys were received (Exhibit B). Key findings included:

- A majority of respondents (61 percent) preferred removing all remaining density from Treasure Hill.

- Twenty-nine percent of respondents preferred the partial reduction in density option.
- Respondents were more divided when it came to bonding for the \$48 million cost of the total buy-out. More than thirty percent are unwilling to pay anything to remove the density and twenty-five percent are willing to pay \$500 or more annually over the next 15 years.
- Respondents were less divided when it came to bonding for the partial buy-out option. More than one-third of respondents are unwilling to pay anything for this option. Among respondents willing to pay for a partial density reduction, the majority favored less than \$100 per year.

Analysis

The LOI is a non-binding agreement which establishes goals of the parties. It is a framework by which to conduct negotiations. The parties spent the last few months meeting to re-define their goals and terms of an extension to the LOI in light of public input and progress to date. The LOI has been reformatted to be simpler and more clearly articulate what next steps and deliverables are – which both parties believe will enable a solution.

Based on public input and the survey from the last open house, we don't believe the community is willing to bond for a partial buyout of density. The Treasure Hill owners need to give a total buy-out cost by December 16, 2011 under the proposed LOI. Also, the pending CUP application with the Planning Commission is also stayed, or put on hold while the LOI is active. The extension being considered is through March 19, 2012 with additional extensions possible based upon incremental progress and deliverables.

The goals and deliverables included in the draft LOI include identifying:

1. A total buy out cost for the entire project by December 16, 2011;
2. Deadline of February 28, 2011 for Treasure Owners to identify the following parameters with the goal of predictability and clarity:
 - a. Maximum gross square feet (by use type);
 - b. Maximum footprint, height and limits of disturbance;
 - c. An optimized parking plan with reduction of maximum parking requirements;
 - d. Specific identification of uses or other MPD amendments that Treasure Owners would like to pursue, i.e. a mine tour;
 - e. Affordable housing alternatives;
 - f. Inclusion of hotel with some residential ownership.
3. Identification of any offer for additional open space at specific price;
4. Consideration of additional development concessions if future flexibility is a priority of Treasure Owners (i.e. extension of expiration for government approvals);
5. Continued work on TDR Receiving Zones;

6. Goals of Redesign, including:
 - a. Providing a sustainable project compatible with Historic Park City (a definition of “compatible” will be defined);
 - b. Reducing impacts of the proposed development including: height and/or final above grade massing and scale; final building aesthetics; traffic and parking; and excavation and site impacts.
 - c. Maintaining the proposed ski-to/ski-from amenities including but not limited to beginner skiing into Historic Park City, new snow making, a high-speed quad lift and a cabriolet/gondola/people mover.

Department Review

This report was reviewed by Sustainability, Executive and Legal Departments.

Alternatives:

Approve the Request: Direct the City Manager to enter into the LOI with MPE, Inc. This is Staff’s recommendation.

Deny the Request: Council may deny the request. The terms of the LOI will have to be renegotiated any may affect the timeline.

Continue the Item: Council may request additional information which may affect the timeline.

Modify the Request: Council may modify the request. This will have the same impact as denying the request.

Significant Impacts

The LOI represents alternatives to the pending Treasure Hill CUP application. While many details would still need to be addressed, the alternatives identified may have significant resulting impacts including but not limited to: taxes from open space bonds, density transfer, the ongoing connection of Main Street to Park City Mountain Resort, the City’s tax base, and hot beds in the downtown. Alternatively, development on Treasure Hill may have impacts related to views, construction, traffic, and the fabric of Old Town.

Private parties are holding all discussions, and all feasibility costs will be borne by private parties. Notwithstanding, the parties may request the City to participate, as they did in the current LOI with the redesign. Any consideration of a new receiving area (amendments to the TDR ordinance) would have to be vetted through a public hearing process at the Planning Commission and City Council.

Consequences of not taking the recommended action:

The parties would have to renegotiate terms of the LOI. This may put more pressure on the Sweeney’s to pursue their pending CUP application.

Recommendation

Hold a public hearing and provide direction to return on December 1, 2011 to consider approving an extension to the letter of intent with Treasure Hill Owners to continue negotiations.

Exhibits

Exhibit A – Draft LOI

Exhibit A – First Amended LOI

DRAFT LETTER OF INTENT

November 17, 2011

Between Park City Municipal Corporation (“Park City”), MPE, Inc. (“MPE”), and the Property Owners listed below (the “Parties”). The Park City Council, through its appointed negotiators, has been involved in ongoing confidential discussions with the Property Owners (Sweeney Land Company, MPE and Park City II, LLC) and MPE (the applicant of the current Treasure Conditional Use Permit (the “CUP”) related to development alternatives for the Treasure Hill Project). The CUP application continues the process of pursuing the construction of the Treasure Master Planned Development (the “MPD”), approved by the City in 1986. The Parties desire to enter into this letter of intent to guide these continued negotiations.

In negotiation, the Parties have discussed two options to the current CUP/MPD proposal. The first option involved a total buy-out of all development entitlements. The second option involved the purchase of development density by the City, transfer of density entitlements to a receiving zone, and redesign of the remaining Project at Treasure.

The Parties have not agreed to a total buy out value. However, the Parties wish to continue to collaborate on exploring a redesign of approximately 50% of the density at Treasure and the transfer of density to agreed upon receiving zone or zones. (“Redesign Option”)

Therefore, the parameters and new deadlines for each option are as follows:

Option 1: Total Buy-out. The Property Owners shall confirm their offer price by December 16, 2011.

Option 2: Prior to March 19, 2012, the Property Owners agree to collectively provide initial proposals for the following defined parameters of the Redesign Option towards the goal of providing outcome predictability and clarity of defined uses:

1. Maximum gross square footage for density at Treasure Hill, broken out by proposed use;
2. Maximum building footprint, height and limits of disturbance;
3. Optimized parking plan and proposal for parking space reduction;
4. Phasing and bonding plan;
5. Any use or other MPD amendments desired to the MPD;
6. Any alternatives regarding affordable housing; and
7. Inclusion of Hotel with some residential ownership.

By March 19, 2012, the Property Owners shall identify any offer for additional open space at a specific price. The Owners understand that the City may propose additional development concessions in return for future development flexibility, including phasing/expiration of approvals.

Additionally, the Parties will continue to identify the parameters and potential zones of the transferred density. The Parties will also have to identify proposed modifications to the Development Parameters and Conditions of the Sweeney Properties 1986 MPD to accommodate the revised Project, subject to Planning Commission approval.

The goals of the design parameters will include providing a sustainable project compatible (a definition of “compatible” will be defined prior to execution of an agreement) with Historic Park City and reducing impacts of the proposed development including: height and/or final above grade massing and scale; final building aesthetics; traffic and parking; and excavation and site impacts. This is to be accomplished while maintaining the proposed ski-to/ski-from amenities including but not limited to beginner skiing into Historic Park City, new snow making, a high-speed quad lift and a cabriolet gondola people mover.

The Parties are committed to working with reasonable diligence to gather the information needed and conclude the negotiations. The Parties understand that the process of crafting a final development plan will include participation in open houses to inform the public, providing updates to the planning commission and city council, and perhaps conducting an election to determine if a bond would be approved to fund a total density buy-down.

The next step in this process will be for the Property Owners to determine whether to engage consultants and work with the City to identify initial design parameters for optimal development at Treasure and to review conceptual options for utilization of the density to be transferred. The Parties also anticipate that this can be concluded before this letter of intent expires and will work together diligently to accomplish this. Once these tasks are finished, the Parties can seek public approval of a preferred option and finalize long-term plans for Treasure.

In order to allow time for the mutual exploration of these options, the Parties agree that MPE will continue to hold the CUP application now pending before the planning commission, and that the suspension of that process and the pursuit of these negotiations will not affect the validity of that CUP application nor the entitlements associated with the 1986 MPD approvals.

The substance of these negotiations, any documents produced by the Parties as part of these negotiations, and any comments or representations made by any Party during these negotiations are limited to these negotiations only and are confidential. Such information shall not be made part of the record of, or used in any manner to influence the approval of, the disapproval of, or conditions imposed upon the current CUP application under consideration by the Planning Commission, or any future CUP or development application for the Treasure property.

Any “final” agreement would continue to be contingent on the required approvals, including density transfer legislative amendments by the Council and a modification of the Sweeney

Properties 1986 Master Plan. Nothing herein is intended to limit the legislative authority of the Park City Council or administrative authority of the Park City Planning Commission.

This letter of intent shall expire March 19, 2012, unless extended by mutual agreement of the parties. The letter of intent may be renewed for up to two (2) successive, six month terms by written notice by the City any time prior to expiration.

Acknowledgment:

Park City Municipal Corporation

Acknowledgment:

Sweeney Land Company

Acknowledgment:

MPE, Inc.

Acknowledgment:

Park City II, LLC



City Council Staff Report

Subject: Interlocal Agreement for Shared Public Safety Systems
Author: Scott W. Robertson; Teresa Connell
Department: IT; PCPD
Date: December 1, 2011
Type of Item: Administrative

Summary Recommendations:

Adopt a Resolution approving an Interlocal Agreement between Park City and Summit County.

Topic/Description:

The attached Interlocal Agreement establishes a committee to provide communication, operation and technical standards between Park City and Summit County for the purposes of enhancing police communications on common technology platforms.

Background:

Park City Police and Summit County Sheriff's Office have been progressing towards enhancing dispatch communications and collaborative operations. The objective of this effort is to improve overall public safety communications while reducing maintenance and licensing costs.

Through funds provided by Summit County, the opportunity to consolidate police server systems was realized and work began towards this effort.

Currently, an interagency public safety response is segmented into different tactical and communication processes that require continuous human mediation between agencies and officers.

Analysis:

With server consolidation, location and operation data would be distributed broadly, providing situational awareness. This capability would be enhanced with the installation of a new multi-agency 911 phone system expected to be operational this December 2011. Benefits are also anticipated for Emergency Operations Center's response capabilities.

The cost savings to Park City Municipal is approximately \$10,000 per year in software licensing reductions. Cost increases will be incurred for data communications and other initial migration expenses but is expected to remain below \$5,000 year.

Overall, support efficiency should improve with the reduction of server support and other shared responsibilities. However, more time initially will be spent in establishing cooperative efforts between agencies as the Interlocal Agreement becomes solidified from a support and operations perspective.

Department Review:

IT; Police; Legal

Alternatives:

A. Approve:

Approving staff's recommendation would allow the project to be implemented with established interagency guidelines.

B. Deny:

Denying the proposal will result in significant project delays and minimize the effectiveness of improved communications--initiatives being driven by the State of Utah.

D. Continue the Item:

Continuing the item could be the same as denying the request.

E. Do Nothing:

Doing nothing with the item could be the same as denying the request.

Significant Impacts:

Short-term impacts include increased workload for the project implementation and establishing process and procedures between agencies. Long-term outcomes include improved communications, police response times, and lower maintenance costs.

If unforeseen or significant changes occurred that resulted in termination of the Interlocal Agreement, investment and time would be required for new equipment and data extraction (estimated at <\$45,000). However, efficiency gains combined with other state/county/federal initiatives highly reinforce unification strategies.

Centralized computer systems can increase the potential for broader user impact when issues occur. However, historical baselines, class of server, and vendor maintenance contracts will provide the most benefit and return. In addition, public safety processes and equipment are designed with multiple levels of redundancy.

Consequences of not taking the recommended action:

Aside from the potential of limiting communication enhancements, many secondary benefits would not be realized, such as stronger public safety relationships, improved emergency/disaster response and leveraging resources more effectively. Furthermore, expanding capabilities with other agencies and counties could be realized.

Recommendation:

Adopt a Resolution approving an Inter-local Agreement between Park City and Summit County.

Resolution No. -11

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR
ENHANCED POLICE AND DISPATCH COMMUNICATIONS
BETWEEN PARK CITY AND SUMMIT COUNTY**

WHEREAS, the Inter-local Cooperation Act provides that any power that may be exercised by any public agency may be exercised and enjoyed jointly with other public agencies pursuant to an agreement approved by resolution of the governing bodies of each such public agencies; and

WHEREAS, the attached Inter-local Agreement establishes communication, operation and technical standards between agencies for the purposes of enhancing police communications on a common computer platform; and

WHEREAS, PCMC and the County share a common goal of enhancing dispatch communications and collaborative operations to improve overall public safety communications while reducing maintenance and licensing costs for both parties;

WHEREAS, both PCMC and the County will realize cost savings by jointly participating in funding and the health and safety of citizens will benefit from enhanced coordinated operations contemplated by this Inter-local Agreement.

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

Section 1. Inter-local Agreement Adopted. The City Council hereby authorizes the Mayor to execute the attached Inter-local Agreement.

Section 2. Effective Date. This Resolution shall become effective upon adoption by Summit County.

PASSED AND ADOPTED this 1st day of December, 2011.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

**PARK CITY and SUMMIT COUNTY
INTERLOCAL AGREEMENT
ENHANCED POLICE AND DISPATCH COMMUNICATIONS
Spillman Public Safety System**

THIS INTERLOCAL SERVICE AGREEMENT is made and executed this 1st day of December, 2011 by **PARK CITY MUNICIPAL CORPORATION**, 445 Marsac Avenue, Post Office Box 1480, Park City, Utah (hereinafter "Park City") and **SUMMIT COUNTY**, a political subdivision division under the laws of the State of Utah, 60 North Main, Post Office Box 128, Coalville, Utah 84017.

RECITALS:

WHEREAS, Park City and Summit County are local governmental units and "public agencies" and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Annotated, to enter into agreements with each other for joint and cooperative action which shall enable them to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, it is the desire of Park City and Summit County to enter into this Agreement to identify distribution of responsibilities, system management, and software services to be performed by Park City's IT Department and Summit County's IT Department and all affiliated agencies pertaining to the Spillman public safety software project.

WHEREAS, the Parties intent to create a Standards Committee for the purpose of managing shared public safety technology resources to ensure operational continuity of processes, support and management.

THEREFORE, BE IT RESOLVED, that Park City and Summit County enter into this agreement under the provisions of the Utah Interlocal Cooperation Act, §11-13-101, et. seq. of the Utah Code to foster the legitimate interest of Summit County and Park City as follows:

- 1) **PURPOSE:** Recognizing that coordination and cooperation between Park City and Summit County is desirable to enhance communications and operations between parties on a common technology platform.
- 2) **DEFINITIONS:** For the purposes of this Agreement, the following definitions shall be understood between both parties.

Parties. The entities directly associated with this project include the Park City IT Department and Park City Police and the Summit County Sheriff and Summit County IT Department. All responsibilities and negotiations between the two organizations shall be managed through these parties. These parties shall herein be referred to as the Server Site and the Connected Site:

Server Site. The Summit County IT Department shall herein be referred to as the Server Site. As such, the dedicated server for the software application shall be maintained and stored at the Server Site and associated facilities.

Connected Site. The Park City IT Department shall herein be referred to as the Connected Site. As an entity utilizing the server at Summit County, the software owned and operated by the Connected Site shall use the server at the Server Site.

Spillman System. All references to the system, software, or Spillman system refer to any version of the public safety software application provided by Spillman Technologies, Inc.

Command Staff. Shall be, in the case of the County, the Sheriff or, if he so designates, the Under Sheriff and in the case of the City, the Park City Chief of Police.

Authorized Individual. An Authorized Individual is one who has been given a unique username and password login to the Spillman System. Any Authorized Individual must be a current employee of the Summit County Attorney's Office, Summit County Sheriff's Office, Summit County IT Department, Park City Attorney's Office, Park City Police Department, Park City IT Department, or any other affiliated GIS or related departments of Summit County or Park City.

3) **DATA ENTRY AND USE**

- a. **STANDARDS COMMITTEE:** The Standards Committee is the joint board which shall consist of participants from both parties. The Standards Committee shall be responsible for administering the cooperative undertaking described in this Agreement pursuant to UCA §11-13-207. Minimum required members for this committee shall consist of four members; two members from Summit County and two members from Park City to be designated as follows:

i) From the Summit County IT and Sheriff's Office:

- A technical representative to be appointed by the IT Director or designee with a term of appointment is to last for a period of one year or as assigned.
- An administrative or command level individual from the Summit County Sheriff's Office with necessary involvement for this project to be appointed by the Summit County Sheriff or designee. The term of this member's appointment is to last for a period of two years or as assigned.

ii) From the Park City IT and Police Department:

- A technical representative to be appointed by the IT Director or designee with a term of appointment is to last for a period of one year or as assigned.
- An authorized individual assigned by the Park City Police Chief or designee. The term of this member's appointment is to last for a period of two years or as assigned.

iii) Standards Committees members purpose is to coordinate shared public safety technology resources to ensure operational continuity of processes, support and management including:

- Establish objectives for communication and operation standards.
- Changing processes and management standards.
- Resolving questions or issues while ensuring mutual benefit and cost effectiveness.
- Verifying that established standards are in compliance with the agreement.

Standards Committee responsibilities include:

- Meet regularly or as necessary.
- Take and store meeting notes on directives and or changes.
- Determine agenda and meeting responsibilities between parties.
- Count votes and apply directives as determined by majority count.
- Communicate discussions and changes to respective authorities.
- Conduct themselves in a responsible and ethical manner.

Standards Committee members have the power to:

- Request a vote to questions and amendments made to this or the Standards Agreement.
- Request changes to this agreement or the Standards Agreement.
- Make changes to Standards Agreement with majority vote.
- Represent their respective entity.
- Approve financial decisions within context of available budget and necessary approvals as required internally by each party.
- Request supporting data to ensure compliance of this agreement and the Standards Agreement.
- Invite other non-voting participants.

iv) After system implementation at the Connected Site, the Standards Committee shall meet semi-annually unless otherwise agreed to by both parties to review necessary changes and to ensure continuous consistency between the vocabulary and definitions between both parties' systems. In the event that members of the Standards Committee disagree on any processes or standards, the Standards Committee shall make a good faith effort to formulate a viable solution. If a solution cannot be agreed upon, the issue shall be referred to the Command Staff from each agency who will have the final decision. If an agreement cannot be reached, a "coin toss" will determine the final outcome. Cost burdens will be distributed based on a ratio of licensed user counts from each agency.

b. GEOBASE SETUP AND ONGOING MAINTENANCE:

i) It shall be the responsibility of the Server Site to develop and maintain all Geobase (mapping/GIS data) files for both parties, including street center lines, partial layers, police zones, and common place names. The Connected Site shall have full authority to work collaboratively with the Server Site to define these specifications as they relate to Park City.

c. DATA AVAILABLE:

i) Because data for each party is stored on the same server, each party shall have access to computer programs and stored data within the Spillman System. Access

to the Connected Site's data shall be established and directed by the Server Site and in cooperation with the Connected Site's participation and approval. Data entered into the system by any party becomes a part of the server database and shall be subject to maintenance or archival procedures as agreed by the Standards Committee.

- ii) The extent of access shall conform to the regulations set forth in applicable federal, state, and local law.
- iii) Neither party shall sell, give, loan, lease or otherwise transfer title, possession, or allow access or use of any of the data or screens by any person, firm, corporation, or association without prior written approval of the respective party. Each party acknowledges and agrees that either party may deny approval for any of the aforementioned acts to be undertaken by the other party.
- iv) Dissemination of data or information is the responsibility of the agency recording the data or information accordance with this Agreement and applicable Utah State law. Other entities shall not disclose data except through specific contracts and agreements with application and data owners.

d. PROPRIETARY INFORMATION:

- i) Proprietary information disclosed by either party to the other for the purposes of this Agreement, which is clearly identified in writing as proprietary, shall be protected by the recipient in the same manner, and to the same degree, that the recipient protects its own proprietary information. Such information shall be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on the Server Site's network shall be treated as proprietary regardless of ownership.

e. AUTHORIZED USE:

- i) The Agreement is intended for use by Park City Municipal and Summit County and authorized support staff. The Standards Committee must approve all new accounts that are created for purposes outside the scope of daily administrative duties of personnel management. However, changes such as disabling, creating or deleting user accounts must be communicated to all administrative support staff.

f. INDIRECT ACCESS:

- i) Each party shall take measures to prevent unauthorized third party indirect access to the shared Spillman System. Example of this would be gateways, dial-up, or cascaded Telnet sessions where the originator is not an Authorized Individual of the Server Site's network, but whose resultant IP address would appear to the network as being an Authorized Individual's address. Should unauthorized use of the access as described in Section 1.4 paragraph 3 occur, any damages or costs of litigation including attorney's fees incurred shall be negotiated and agreed upon by the Standards Committee.

g. USER ACCOUNT ACCESS TO SPILLMAN SYSTEM:

- i) Each user of the Spillman System shall have a unique user account with a unique password, thereby identifying the user as an Authorized Individual. This account is used within the Spillman System to determine system rights of the user and to provide a method of accounting for access to information. Sharing of accounts within an agency for the purposes of reducing access cost is expressly prohibited.

4) **SECURITY**

a. **SECURITY PRIVILEGE:**

- i) Each user of the Spillman System shall have a unique user account with a unique password, thereby identifying the user as an Authorized Individual. This account is used within the Spillman System to determine system rights of the user and to provide a method of accounting for access to information. Sharing of accounts within an agency for the purposes of reducing access cost is expressly prohibited.
- ii) Both parties reserve the right to make all decisions and establish all security privileges pertaining to the individual party's data stored in the Spillman system. Each party is entitled to full system access to administer the Spillman System and the specifications for each Authorized Individual and user. Either party is prohibited from modifying any part of the other party's data without written consent.

b. **AUTHORIZED INDIVIDUAL USERS:**

- i) Each party has full authorization to add, modify, and delete any information or system access for the party's own users. Either party is prohibited from modifying any aspect of an Authorized User's access rights and privileges for the other party without written consent.

c. **USER PERMISSIONS:**

- i) Each party reserve the right to establish the permissions granted to each individual user employed by the party. Authorized Individual permissions include accessibility to specific modules and applications, ability to view, modify, delete, and print any aspect of the Spillman System as defined by the administrator-approved permissions for the Authorized Individual. Each party also maintains the right to partition specific records and information within any record that is deemed private and inaccessible by the other party.

5) **EQUIPMENT & CONNECTIVITY**

- a. **EXISTING EQUIPMENT AT THE SERVER SITE:** The Server Site shall maintain a network server, firewall, backup devices, etc. Upon installation of the Spillman System, the Connected Site shall obtain access to said equipment to maintain the Spillman System for the party's individual system and to produce any minor modifications that do not directly affect the Server Site or its data.
- b. **SERVER AND CLIENT CONNECTIVITY:** Each party is responsible for maintaining its own connectivity to the server. Each party is individually responsible for maintaining client connectivity and hardware specific to the individual party. The Connected Site is responsible for maintenance of the WAN (network link) network connection between

Park City PD and Summit County. Park City IT and Summit County IT shall determine the best course of connectivity between sites and remote users. Any equipment or policy changes must be agreed upon and determined by the both parties.

- c. **HARDWARE MAINTENANCE:** The Server Site agrees to either obtain or maintain a maintenance contract with all hardware vendors at all times, including backup generator(s) or reserved power supplies. The Server Site is responsible to renew these hardware contracts as necessary with all involved entities.
- d. **MINIMUM HARDWARE SPECIFICATIONS:** Connected computers (laptops or PCs) with access to the Spillman System shall comply with the "Minimum Specifications" as provided by Spillman Technologies, Inc. for the mutually agreed installed software version. Each party shall be responsible to maintain hardware to meet these specifications.
- e. **ACCESS TO SPILLMAN SYSTEM:** The Server Site shall do everything within reason to ensure that the Connected Site retains access to the Spillman System 24 hours a day, 7 days a week. Should availability to the Spillman System be terminated for any reason whatsoever, the Server Site shall immediately notify the Connected Site of the lapse in system access. Each party is responsible for the agency's access to the server. Should access to the server lapse for a party, the individual party is responsible to work with appropriate parties to restore system availability, and to further provide notification to the other party when system availability is restored. 24/7 support to be provided with calls returned within 30 minutes and the availability of staff to be on site within 2 hours.
- f. **SPILLMAN SYSTEM/NETWORK AVAILABILITY:** The Spillman System availability objective is 99.8% seven days a week, 24 hours per day.
- g. **SPILLMAN SYSTEM/NETWORK MAINTENANCE:** The Spillman System and the Server Site networks shall be available as set forth in this section with the following exceptions:
 - i) **SCHEDULED MAINTENANCE**
The Server Site reserves the right to schedule preventative maintenance on all systems. Preventative maintenance shall be scheduled a minimum two weeks in advance and attempt to minimize impacts to the Connected Site. The Server Site must provide written notice of any scheduled maintenance to the Connected Site a minimum of two weeks in advance. The Connected Site must notify the Server Site's IT Department one week prior to the scheduled maintenance window if the Connected Site requires the Spillman System to be available or "live" during scheduled maintenance. Both parties agree and acknowledge that scheduled maintenance may result in loss of service to the Spillman System for a reasonable period of time.
 - ii) **SOFTWARE AND HARDWARE UPGRADES OR MODIFICATIONS**
The Standards Committee shall meet) to jointly determine which upgrades, additional module purchases, or hardware acquisitions the parties shall implement. In addition, if upgrades, additional modules, or new hardware are determined necessary and acceptable by both parties, the committee shall determine the most appropriate time for scheduled modifications to minimize the impact to both parties.

Software and Hardware upgrades or modifications differ from normally scheduled maintenance, in that the Spillman System shall be unavailable for the duration of the

upgrade. It is conceivable that an upgrade may take a couple of days. In the event that the Standards Committee agrees to an upgrade for both parties, the Server Site shall notify the Connected Site of the scheduled upgrade at least one month prior to the scheduled upgrade time. The Server Site shall make every reasonable attempt to schedule the upgrade to minimize impacts to each Connected Site.

iii) **EMERGENCY MAINTENANCE**

The Server Site shall coordinate emergency maintenance with the Connected Site whenever necessary and possible.

iv) **SERVER SITE'S HELP DESK COVERAGE**

The Server Site shall provide and maintain a Help Desk that is staffed approximately 8 hours per day, five days a week. Support hours are from 8:30 a.m. – 4:30 p.m. and provide updated contact information. J. After hours support will be provided 24/7 with calls returned within 30 minutes and the availability of staff to be on site within 2 hours. The Help Desk staff shall log computer and network problems and dispatch problems to the appropriate personnel. Spillman System users may also contact their respective support staff on problems relating specifically to the Spillman System application. The Connected Site is responsible for providing a current contact list to the Server Site's IT Department.

v) **CONFIGURATION MANAGEMENT**

All configuration changes to the Spillman System shall be made by the Server Site's IT Department in coordination with the Connected Site. The Connected Site shall provide the Server Site's IT department with a primary and alternate contact name of authorized personnel who can coordinate/request changes to the current network. Neither party shall have authorization to perform any configuration changes to the server that shall affect both parties without written consent from the other party previous to performing the configuration or modification.

vi) **DISASTER RECOVERY, BACKUP, & ARCHIVING**

Regular backups shall be performed by the server site. The Standards committee shall also meet on a regular basis to determine Disaster Recovery options, procedures, and expenditures. Storage and archiving of data and programs shall also be determined by Standards Committee. Server Site shall have physical responsibility of data storage and backup. Any cloud, remote, or virtual data storage may be managed by either party. Each site shall have access to data storage.

vii) **SECURITY AND INTEGRITY**

The Server Site's network is protected from the Internet with firewall security to prevent unauthorized access from the Internet. The Connected Site is responsible for securing the organization's computer resources against all unauthorized access.

6) FINANCING

- a. No budget shall be created to perform the terms of this Agreement. Each party shall be responsible for its own costs and expenses arising from the tasks contemplated by this Agreement.

7) TERM OF CONTRACT

- a. The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate on July 4th, 2016 or earlier. However, in no case shall this Agreement be in force and effect for a period in excess of fifty (50) years.
- b. **TERMINATION OF SPILLMAN LICENSE OR SUPPORT AGREEMENT**
If either party should terminate its License or Support contract with Spillman Technologies, Inc., the party shall provide written notice to the other party at least 180 days prior to the contract's termination. The site maintaining the License or Support contract with Spillman reserves the right to keep its own License and/or Support contract with the vendor as well as all system data belonging to that party.
- c. **TERMINATION OF INTERLOCAL AGREEMENT**
This Agreement may be terminated upon mutual agreement of both parties by providing written notice of such termination. Termination shall be effective on the date stated in the notice so long as the notice is properly given at least 180 days prior to such date. This agreement may be immediately terminated without notice upon an event of default. Should an event of default occur, there shall be a 10 day allowance for either party to remedy the situation prior to Agreement termination. Events of default include, but are not limited to, the following:
 - i) One party wrongfully uses data provided by the other party.
 - ii) Unauthorized copying of data.
 - iii) In the event the Agreement is determined to be in conflict with federal or state law, City resolutions, or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
 - iv) One party uses or attempts to use information provided in such a manner as to violate a taxpayer's right to privacy or to create an unfair competitive disadvantage for a taxpayer.
 - v) One party sells, gives, leases, or loans access to the screens of the data contained therein to any person without the express written approval of the other party.
 - vi) One party allows access to the screens of the data contained therein or any part thereof, to be used as a list of individuals for commercial purposes.
 - vii) One party allows the connection of a computer network operated by any entity that is outside of the Server Site's influence.
 - viii) One party violates any of the conditions set forth in the County's Computer Use Policies and Procedures but to the extent that it does not supersede this agreement or directly conflict with Park City's Computer Use Policies that can't be remedied by the Standards Committee.
- d. **LIMITATION OF LIABILITY**
The information supplied by the Server Site described herein is provided on an "as is" basis "with all faults."

The obligations of the Server Site and the rights and remedies of the Connected Site set forth in this clause are exclusive and in substitution for all the warranties, obligations, and liabilities of the Server Site. Rights, claims, and remedies of the Connected Site against the Server Site, expressed or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of

patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

- 8) **WORKERS' COMPENSATION.** Each party shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each party shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.
- 9) **INSURANCE.** Both parties of this Agreement shall maintain an insurance policy that covers activities that it may undertake under this Agreement. The scope of the policy must include, at a minimum, coverage of employee faulty workmanship and other negligent acts, errors, or omissions, and coverage for meeting the indemnity conditions. Both parties must carry insurance to protect against risks associated with participation of the Agreement.
- 10) **HOLD HARMLESS AND INDEMNITY.** Each party agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible party. Notwithstanding the foregoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act (Chapter 63G-7, Utah Code Annotated), nor does any party waive any limits of liability currently provided by the Act.
- 11) **IMMUNITY OF GOVERNMENTAL ENTITIES FROM SUIT.** Notwithstanding the waiver of immunity provisions of Utah State Code Section 63G-7-301, a governmental entity, its officers, and its employees are immune from suit for any injury or damage resulting from the implementation of or the failure to implement measures to respond to a national, state, or local Emergency, a public health Emergency as defined in Utah State Code Section 26-23b-102, or a declaration of the President of the United States of other federal official requesting public health related activities.

NO WAIVER OF GOVERNMENTAL IMMUNITY: INSURANCE. Nothing herein shall be deemed a waiver by any party of any immunity provided by law to such party or an extension of any limits of liability applicable to such party nor shall this agreement be construed as an agreement to indemnify, hold harmless, or in any way to assume liability for personal injury, death or property damage caused by the negligence of the other party. Each party agrees to make provision for insurance coverage, through independent contact or self-insurance, to meet such liability as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

- 12) **NOTICE.** A party of this Agreement who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party of this Agreement, shall provide prompt and timely notice to the other party that may be affected by the suit or claim. Each party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

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.

13) NONDISCRIMINATION.

- a. In the performance of this Agreement, the parties will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, gender identification, sexual orientation, 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 parties shall ensure that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, gender identification, sexual orientation, age or the presence of any sensory, mental or physical handicap. The parties 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.
- b. 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, gender identification, sexual orientation, age or the presence of any sensory, mental or physical handicap.

14) MODIFICATION. 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.

15) SEVERABILITY. Should any term or provision of this Agreement or the application thereof be determined invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforceable to the extent permitted by law.

16) ACCEPTANCE

The Server Site and Connected Site hereby mutually acknowledge and accept the terms and conditions 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

Tom Bakaly, City Manager

Attest:

Janet M. Scott, City Recorder

Approved as to Form:

Mark D. Harrington, City Attorney

SUMMIT COUNTY

Bob Jasper, Summit County Manager

Attest:

Kent Jones, Summit County Clerk

Approved as to Form:

Dave Thomas, County Attorney

City Council Staff Report



Subject: Fifth Amended Stag Lodge Phase III condominium plat for Units 47 and 48 located at 8200 Royal Street East
Author: Kirsten A Whetstone, AICP
Date: December 1, 2011
Type of Item: Administrative – Condominium Record of Survey Amendment
Project Numbers: PL-11-01367 and PL-11-01368

Summary Recommendations

Staff recommends the City Council conduct a public hearing, consider input and approve the Fifth Amended Stag Lodge Phase III record of survey plat for Units 47 and 48 based on the findings of fact, conclusions of law and conditions of approval as stated in the attached ordinance.

Topic

Applicant: Rogge Dunn, Owner of Unit 47
Jay Shaw, Owner of Unit 48
Location: 8200 Royal Street East.
Zoning: Estate (E) as part of the Deer Valley MPD
Adjacent Land Uses: Stag Lodge Condominium units, ski terrain of Deer Valley Resort, single family homes.
Reason for Review: Plat amendments require Planning Commission review and recommendation to City Council for final action.

Proposal

This is an application to amend the existing Stag Lodge Phase III record of survey plat for Units 47 and 48. These units are detached, single family units. The amendment is a request to identify additional basement and sub-basement areas for these units as private area. This area is currently considered common area because it isn't designated as either private or limited common on the plats. This additional basement area exists and is located within the existing building footprint. The area was not identified on the plat as common or private. This is a request to document the as-built condition of these units. If approved, the private area of Units 47 and 48 increases by 1,082.2 sf and 1,553.6 sf, respectively. The footprint of the Units will not change and no additional parking is required.

Background

On September 30, 2011, the City received a complete application for an amended record of survey for the Stag Lodge Phase III condominiums. The applicant seeks to amend the plat to identify additional basement areas as private area for Units 47 and 48, to allow the owners to finish the basement areas for private living space. The lower level basement areas will have a walkout to the exterior finished grade.

Stag Lodge Phase III plat was approved by City Council on December 7, 1989 and recorded at Summit County on March 1, 1990. Stag Lodge Phase III plat, consisting of

Units 36-43 and Unit 47, was first amended on November 29, 1990 and recorded at the County on December 3, 1990. The first amendment added private area to Units 36-43 and added Unit 48 to Phase III. Unit 47 was already part of this plat.

The Stag Lodge Phase III second amendment was approved on December 5, 1991 and recorded at the County on January 6, 1992. The second amendment increased the private area of Unit 43 to be equal to Units 40-42 at 4,595 sf.

A third amendment to the Stag Lodge Phase III plat was approved on June 6, 2002 and recorded at the County on January 17, 2003. The third amendment added private area to units 36-39 to make all of the units the same size at 4453.4 sf.

A subsequent fourth amendment correctly identified a portion of the upper floor area as private for Units 36-39 and designated a small deck area as private. The total floor area of these units remained at 4453.4. This amendment was approved on July 1, 2004 and recorded on May 25, 2005.

In summary, the private area of Units 47 and 48 was not previously amended by the various plat amendments. Unit 47 was originally part of Phase III and Unit 48 was added to Phase III during the first amendment in 1990.

Stag Lodge is subject to the 11th Amended Deer Valley Master Plan Development (DVMPD) that allows 52 units for Stag Lodge. There are 52 existing Stag Lodge units and the proposed amendments do not create additional units. Within the DVMPD, a developer can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per or develop the allowed number of units without a stipulated unit size.

In the case of Stag Lodge the developer utilized the number of units with no size restriction. The Stag Lodge Condominium project consists of 52 units ranging in size from 2,213 sf to 4,595 sf. Units 47 and 48 are currently platted as 3,367.49 sf units. If approved, the private basement area of Units 47 and 48 increases by 1,082.2 sf and 1,553.6 sf, respectively. Approval of the basement area as private area would increase Unit 47 to 4449.69 sf and Unit 48 to 4,921.09 sf

The proposed amendment does not change the number of units. Exterior changes include adding natural stone veneer, French doors, and windows to the exposed foundation wall beneath the decks. The parking requirement for these units is 2 spaces. Each unit has an attached two car garage No additional parking is required.

Unit 47 was constructed in 1989 and Unit 48 was constructed in 1990. At the time of initial construction, the subject basement areas included partially excavated, unfinished crawl space, with unpaved floors. In 2004 a building permit was issued for the creation of basement areas (excavation and paved floors) from the existing unfinished crawl space area for Unit 48. Similar work was permitted in 2010 for Unit 4. A portion of the proposed basement area was shown as private area, but a portion had no clear designation.

On October 19, 2011, building permits were issued for both units with conditions that certificates of occupancy for the finished basement areas would not be issued until the

plat amendment was recorded at Summit County.

On November 9, 2011, the Planning Commission conducted a public hearing and forwarded a positive recommendation to the City Council. There was no public input.

Analysis

The zoning for Units 47 and 48 within the Deer Valley MPD is Estate (E). The area was not part of the original Deer Valley MPD that was zoned RD-MPD during the approval of that Master Planned Development. The Estate area of Stag Lodge was included in the Deer Valley MPD during the approval process for the Stag Lodge Condominiums. The property is subject to the following criteria:

	Permitted through MPD/CUP	Proposed
Height	28'-35'	No changes area proposed.
Setbacks	Per the record of survey plat.	No changes area proposed.
Units/ UE	52 units	No change proposed to the allowed number of units.
Condominium units	94 units	84 units
Parking	2 spaces for each of Units 47 and 48	2 spaces for each of the Units 47 and 48. No changes are proposed

Good Cause

Staff finds good cause for this amended record of survey to reflect the as-built conditions and allow the owners to utilize basement area as private living area without increasing the building footprint or parking requirements, consistent with provisions of the Deer Valley MPD.

Department Review

This project has gone through an interdepartmental review on October 11, 2011, and no issues were raised pertaining to the requested plat amendments.

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

Staff has not received public input on this application at the time of this report.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

Alternatives

- The City Council may approve the Fifth Amended Stag Lodge Phase III record of survey plat for Units 47 and 48 as conditioned or amended, or
- The City Council may deny the plat amendment application and direct staff to make Findings for this decision, or
- The City Council may continue the discussion and provide Staff and the Applicant with specific direction regarding additional information necessary to make a decision on this item.

Significant Impacts

There are no significant fiscal or environmental impacts from this application. Water and sewer impact fees, and other fees associated with increased floor area, are evaluated during the building permit process and collected prior to issuance of any building permits.

Consequences of not taking the Suggested Recommendation

The additional basement areas will not be identified as private areas and will remain as common area. This area will not be considered to be part of Units 47 and 48 for the exclusive use of Units 47 and 48.

Recommendation

Staff recommends the City Council conduct a public hearing, consider input and consider approving the Fifth Amended Stag Lodge Phase III record of survey plat for Units 47 and 48 based on the findings of fact, conclusions of law and conditions of approval as stated in the attached ordinance.

Exhibits

Ordinance

Exhibit A- Amended plat

Exhibit B- Existing plats for Units 47 and 48

Exhibit C- Elevations and photos

Ordinance No. 11-

AN ORDINANCE APPROVING THE FIFTH AMENDMENT TO THE STAG LODGE PHASE III CONDOMINIUMS FOR UNITS 47 AND 48, LOCATED AT 8200 ROYAL STREET EAST, PARK CITY, UTAH.

WHEREAS, owners of the property known as the Stag Lodge Phase III condominium Units 47 and 48, have petitioned the City Council for approval of a request for amendments to the record of survey plat to designate additional basement areas as private area; 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, on November 9, 2011, held a public hearing to receive input on the amended record of survey plat;

WHEREAS, the Planning Commission, on November 9, 2011, forwarded a positive recommendation to the City Council; and,

WHEREAS, on December 1, 2011, the City Council held a public hearing on the amended record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Fifth Amended Stag Lodge Phase III record of survey plat for Units 47 and 48 to reflect as-built conditions and allow the owners to utilize basement area as private living area without increasing the building footprint or parking requirements, consistent with provisions of the Deer Valley MPD, as amended (11th Amended MPD).

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Fifth Amended Stag Lodge Phase III condominium record of survey plat for Units 47 and 48, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 8200 Royal Street East, Units 47 and 48.
2. The property is located within the Estate (E) zone and is subject to the Eleventh Amended Deer Valley MPD (DVMPD).
3. Within the DVMPD, a project can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per UE or develop the allowed number of units without a stipulated unit size.
4. The Deer Valley MPD allowed 50 units to be built at the Stag Lodge parcel in addition to the 2 units that existed prior to the Deer Valley MPD. A total of 52 units are allowed per the Eleventh Amended Deer Valley MPD and 52 units exist within

the Stag Lodge parcel. The Stag Lodge parcels are all included in the 11th Amended Deer Valley Master plan and are not developed using the LMC unit equivalent formula.

5. Stag Lodge Phase III plat was approved by City Council on December 7, 1989 and recorded at Summit County on March 1, 1990. Stag Lodge Phase III plat, consisting of Units 36-43 and Unit 47, was first amended on November 29, 1990 and recorded at the County on December 3, 1990. The first amendment added private area to Units 36-43 and added Unit 48 to Phase III. Unit 47 was already part of the Phase III plat.
6. The Stag Lodge Phase III second amendment was approved on December 5, 1991 and recorded at the County on January 6, 1992. The second amendment increased the private area of Unit 43 to be equal to Units 40-42 at 4,595 sf.
7. A third amendment to the Stag Lodge Phase III plat approved on June 6, 2002 and recorded at the County on January 17, 2003. The third amendment added private area to units 36-39 to make all of the units the same size at 4453.4 sf.
8. A subsequent fourth amendment correctly identified a portion of the upper floor area as private for Units 36-39 and designated a small deck area as private. The total floor area of these units remained at 4453.4. This amendment was approved on July 1, 2004 and recorded on May 25, 2005.
9. The private area of Units 47 and 48 was not previously amended by the various plat amendments. Unit 48 was added to the Phase III plat during the first amendment to the Stag Lodge Phase III plat.
10. On September 30, 2011, a complete application was submitted to the Planning Department for amendments to the Stag Lodge Phase III record of survey plat for Units 47 and 48.
11. The plat amendment identifies additional basement areas for Units 47 and 48 as private area for these units. The areas are currently considered common area because they are not designated as either private or limited common on the plats.
12. The additional basement area is located within the existing building footprints and crawl space area and there is no increase in the footprint for these buildings.
13. Units 47 and 48 contain 3,367.49 sf of private area. If approved, the private area of Units 47 and 48 increases by 1,082.2 sf and 1,553.6 sf, respectively. Approval of the basement area as private area would increase Unit 47 to 4449.69 sf and Unit 48 to 4,921.09 sf
14. As detached units, the parking requirements are 2 spaces per unit. Each unit has an attached two car garage. The plat amendment does not increase the parking requirements for these units.
15. Unit 47 was constructed in 1989 and Unit 48 was constructed in 1990. Building permits were issued by the Building Department for the work. At the time of initial construction, the subject basement areas were partially excavated, unfinished crawl space, with unpaved floors.
16. In 2004 a building permit was issued for the creation of basement areas from the existing unfinished crawl space area for Unit 48. Similar work was permitted in 2010 for Unit 4.
17. On October 19, 2011, building permits were issued for both units for tenant improvement of the basement areas, including the new windows and doors, with conditions that certificates of occupancy for the finished basement areas will not be issued until the amended plat is recorded at Summit County.
18. The findings in the analysis section are incorporated herein.

Conclusions of Law:

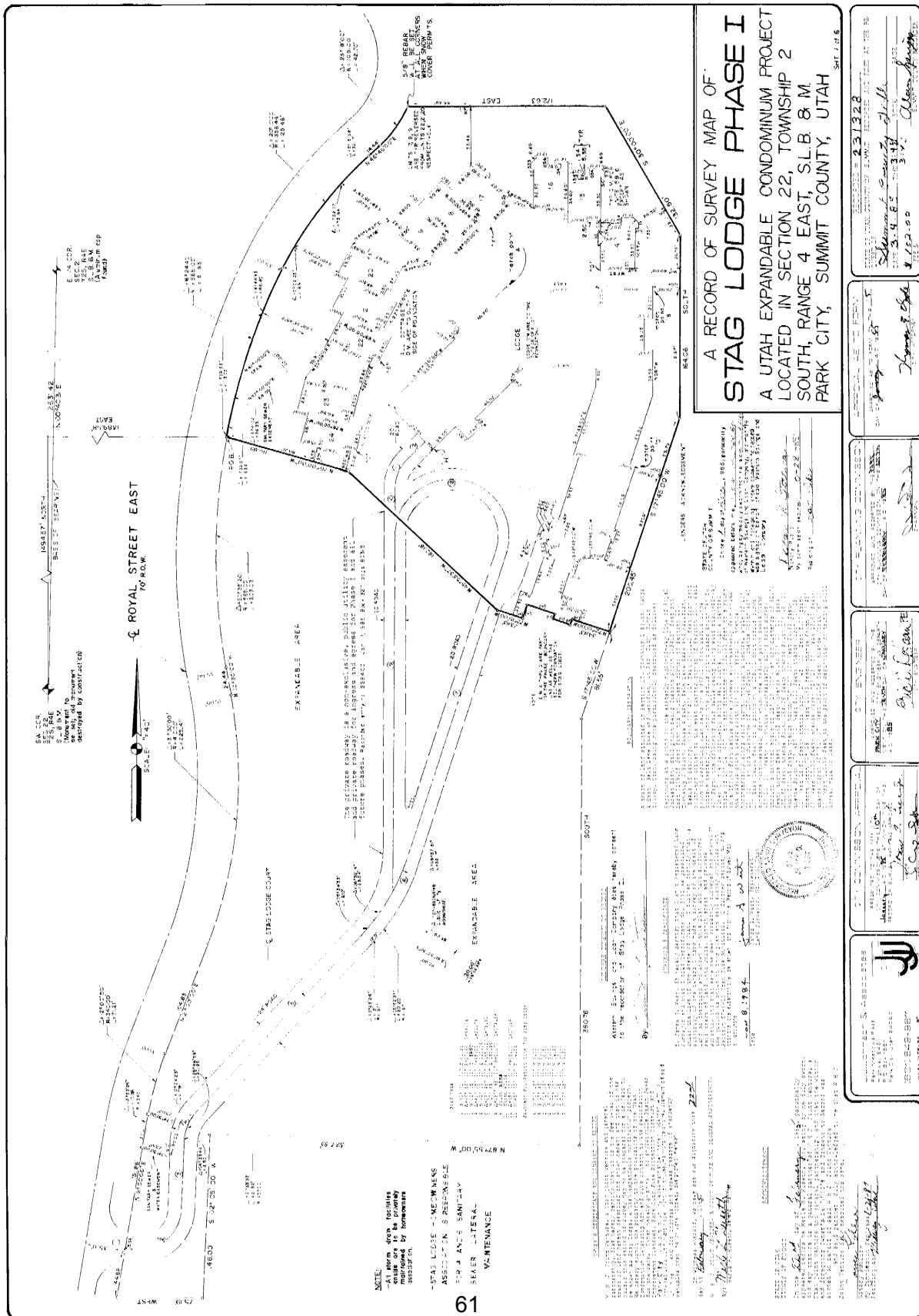
1. There is good cause for this amendment to the record of survey.
2. The amended record of survey plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. The amended record of survey plat is consistent with the 11th Amended and Restated Deer Valley Master Planned Development.
4. Neither the public nor any person will be materially injured by the proposed record of survey amendment.
5. Approval of the record of survey amendment, subject to the conditions of approval, will not adversely affect the health, safety and welfare of the citizens of Park City.

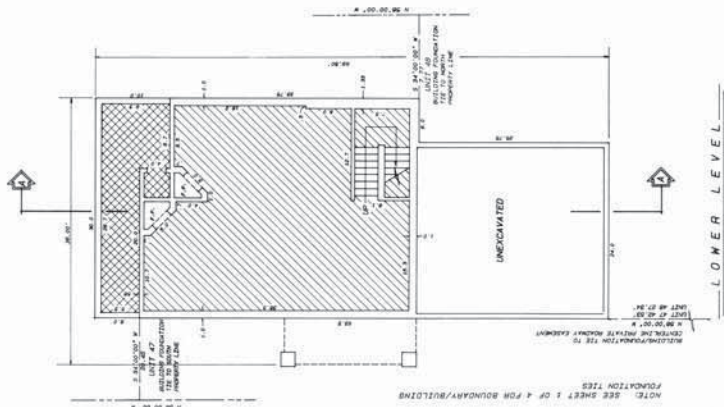
Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended record of survey plat for compliance with State law, the Land Management Code, the recorded plats, and the conditions of approval, prior to recordation of the amended 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 amendment 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. All conditions of approval of the Stag Lodge Condominium record of survey plats as amended shall continue to apply.
4. The plat shall be recorded at Summit County as a condition precedent to issuance of certificates of occupancy for the interior basement finish work, as permitted by the Building Department on October 19, 2011.

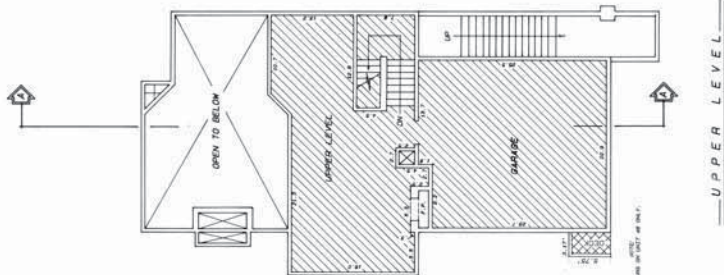
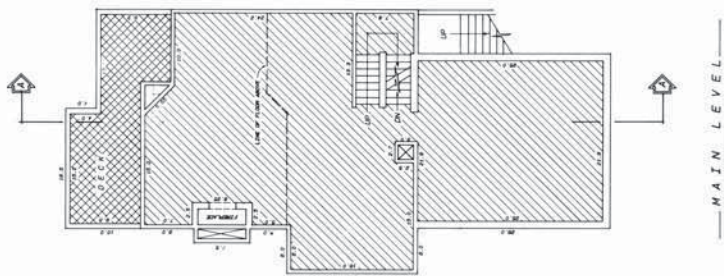
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this __ day of __, 2011.





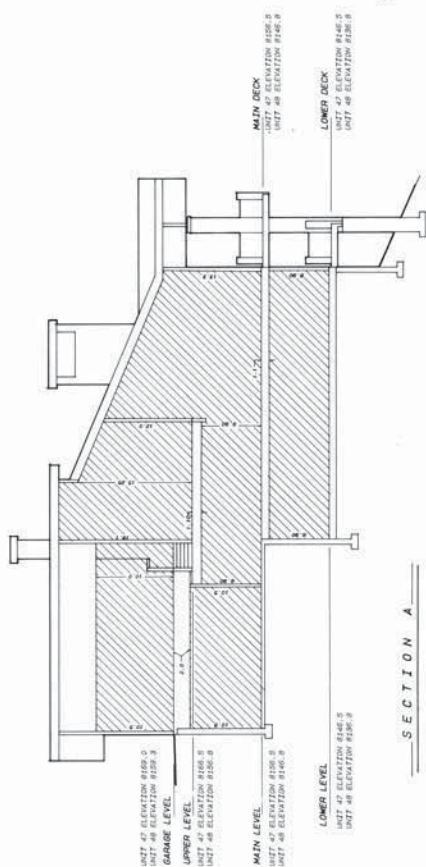
LOWER LEVEL



NOTES:

1. Plans and dimensions shown on this plan were compiled from architectural drawings prepared by Richard Otto and field measurements made on site.
2. Interior dimensions shown are to finished surfaces.
3. All structural elements are designated as common areas.
4. All physical features and improvements not shown are designated as common areas.
5. Refer to Declaration of Condominium for complete description of common areas.
6. (REMARKS: See Sheet 1 of 4 for location and elevation.

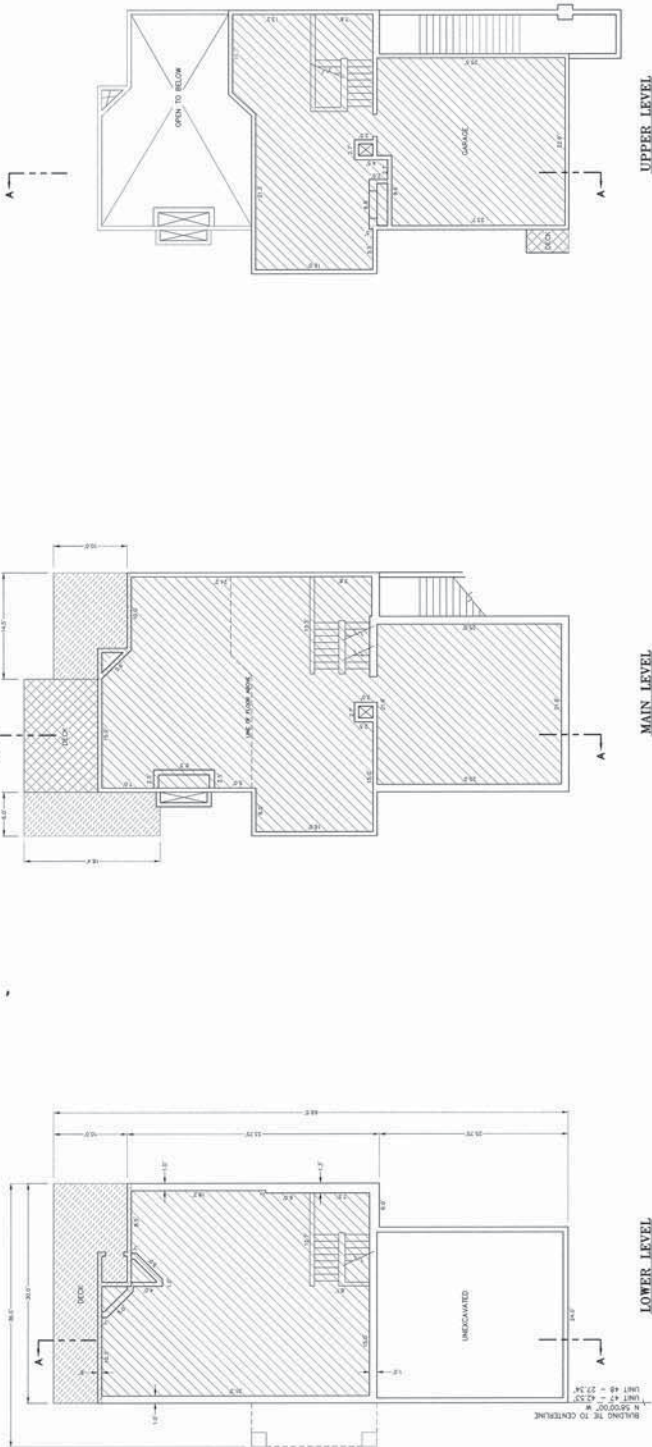
UNITS 47 & 48	
LOWER LEVEL	864.40
MAIN LEVEL	1775.80
UPPER LEVEL	627.2
TOTAL	3267.40



UNITS 47 & 48

FIRST AMENDED
STAG LODGE PHASE III

SHEET 4 OF 4
RECORDED
STATE OF UTAH COUNTY OF SANJIT RECORDED AND FILED AT THE
REQUEST OF THE COUNTY TITLE
DATE 12-3-92 TIME 2:30 PM
FEE 85.00
RECORDED



UNITS 47 & 48

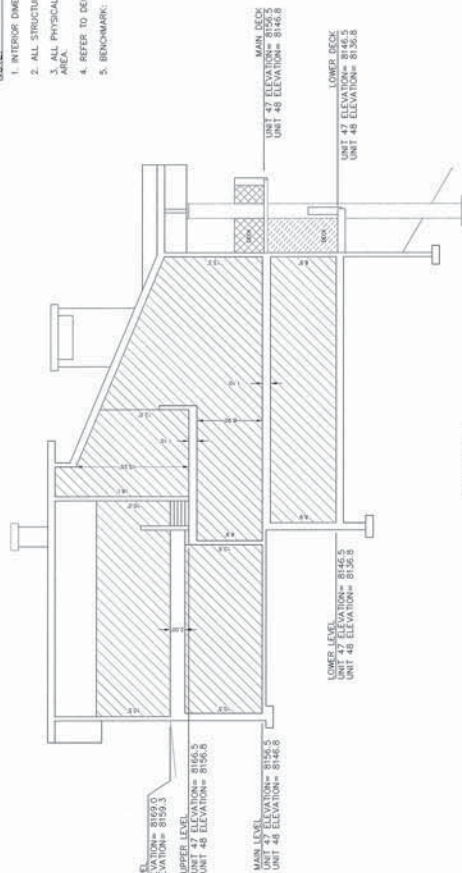
NOTE:

1. INTERIOR DIMENSIONS SHOWN ARE TO FINISH SURFACES.
2. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
3. ALL PHYSICAL FEATURES AND IMPROVEMENTS NOT SHOWN ARE DESIGNATED AS COMMON AREAS.
4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
5. BENCHMARK: SEE SHEET 1 OF 4 FOR LOCATION AND ELEVATION.

OWNERSHIP DESIGNATIONS	
	PRIVATE OWNERSHIP AREA "A"
	COMMON OWNERSHIP
	UNITED COMMON OWNERSHIP
	PRIVATE OWNERSHIP AREA "B"

UNITS 47 & 48	
LOWER LEVEL	964.40
MAIN LEVEL	1775.89
UPPER LEVEL	627.2
TOTAL	3367.49

- NOTES:
1. This Amended Record of Survey Map is an Amendment of sheets 2, 3, and 4 of the First Amended Stag Lodge Phase II Condominium, recorded December 3, 1993, as Entry #33384 in the Summit County Records Office, Sheet 1 of 4.
 2. All other conditions of approval of the Stag Lodge Condominium project continue to apply.
 3. Recorded concurrently herewith an Amendment to the Condominium Declaration of Stag Lodge Phase II, recorded December 3, 1993, as Entry #33384 in the Summit County Records Office, Sheet 1 of 4.
 4. The dimensions of the private spaces and square footage calculations are based on the finished floor elevations shown on this map and on measurements in the field. Minor variations may occur. It is the intent that the private ownership area of the units will be as constructed.



SECOND AMENDED RECORD OF SURVEY MAP

STAG LODGE PHASE III

A UTAH CONDOMINIUM PROJECT
CONSTITUTED BY THE DECLARATION OF
TOWNSHIP 2, SOUTH RANGE 4, EAST
S.L.B. & M.
PARK CITY, SUMMIT COUNTY, UTAH



PAGE 4 of 4

RECORDED
AT THE REQUEST OF High Country Title
DATE 12/12/23 TIME 1:44 PM PAGE 4
BY W. E. Olson RECORDER
FEE

Z:\a\dwg\Theresa3-Arm\ph3-ph4

5-7-01

Stag Lodge Ph III Ver 4



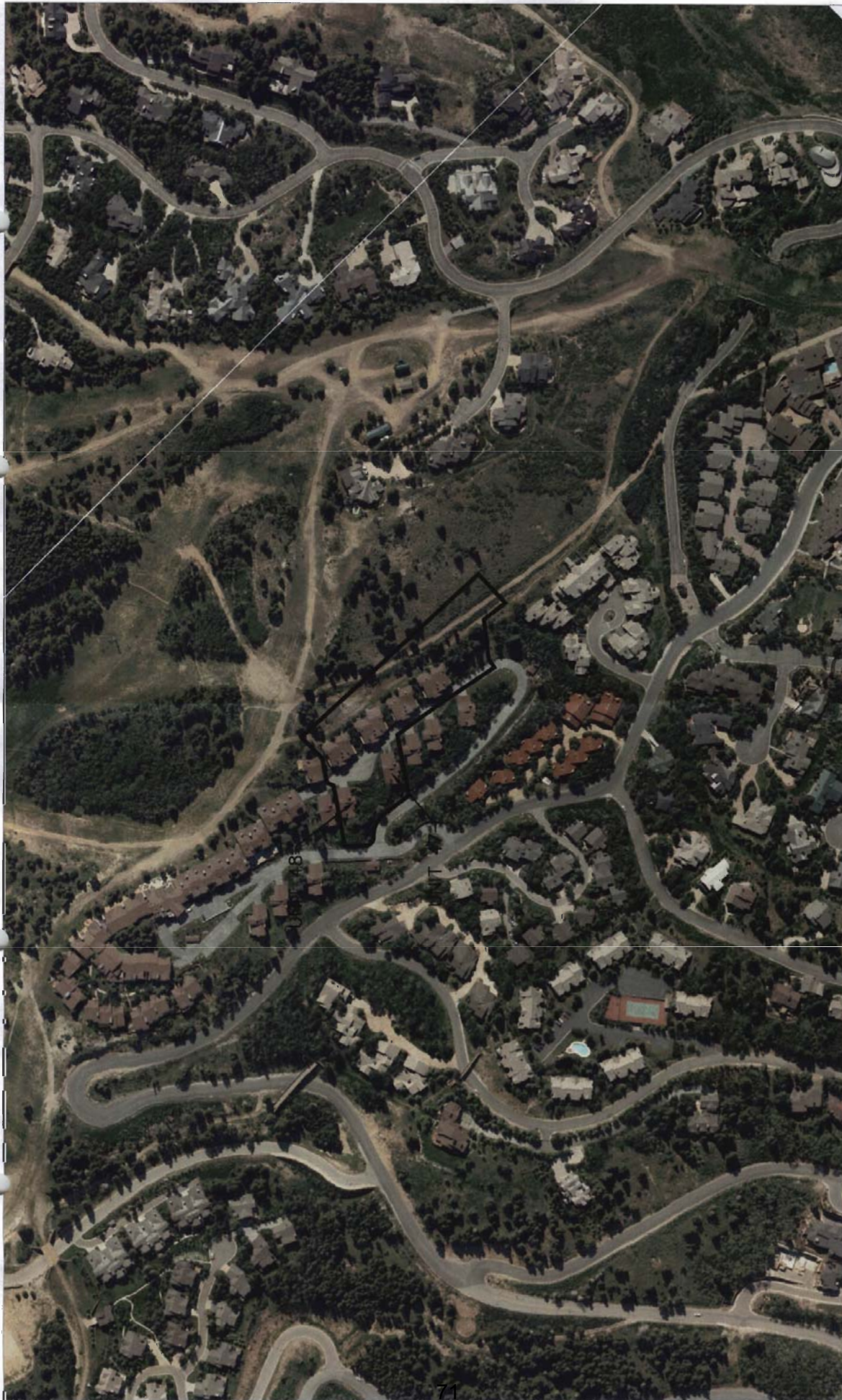
EXHIBIT E



70

EXHIBIT E

UNIT 48



STAG LODGE PHASE III
UNITS 47 & 48
FOR: BOGEE DUNN & JAY SHAW
JOB NO.: 2-5-11 & 5-6-11
FILE: X:\GIS\GIS\Projects\GIS\Projects\Stag 47and48-0810.dwg

EXHIBIT C

STAFF: JESSICA KING
DATE: 9/27/11

CONCRETE GUARDRAILS LAND PLANNING SURVEYORS
127 Main Street, 7th Floor, Suite 700, New York, NY 10013

0 100' 200'



City Council Staff Report

Subject: MCPC – Title 11 Update
Author: Clint McAfee/Roger Evans
Department: Public Works/Water/Building Inspection
Date: December 1, 2011
Type of Item: Legislative

Summary Recommendations:

Adopt the ordinance as proposed which amends Title 11 of the Municipal Code of Park City (MCPC).

Topic/Description:

Municipal Code – Title 11 Impact Fees, 11-13-2 Assessment and calculation of Impact Fees. Also Chapter 3, Title 11-3 through 11-12 International Building Code and International Residential Code adoption

Background:

In June 2007, the Water Impact Fee Study and Analysis was adopted through resolution by City Council. The Water Impact Fee Schedule, 11-13-2 (A)(2), was updated as part of that resolution. In addition to the fee being increased, the “Floor Area Per Occupant” for Bars, Restaurants, Theaters, Auditoriums, and Churches was changed from 15 square feet to 7 square feet in the Non-Residential Water Impact Fee table in the Water Impact Fee Schedule. However, as projects of these property types were being assessed by the Building Department, the International Building Code (IBC) listed the floor area per occupant as 15 square feet, so customers were assessed the water impact fee based on 15 square feet per occupant. Using the higher value essentially cut the fee in half and was consistent with the IBC.

During the November 17, 2011 Council meeting, staff updated Council on the progress towards adopting a new methodology used to calculate impact fees. Pending Council approval, the new methodology is expected to be adopted July of 2012. The new methodology will be based on a fixture unit count rather than using square footage to calculate impact fees. The attached ordinance includes a modification of the Water Impact Fee Schedule which reduces the fees paid by fee payers for restaurant and bar applications by changing the square feet per occupant number from 7 to 15. This will provide temporary relief for fee payers until the new methodology is adopted next year.

Analysis:

The proposed changes to 11-13-2 are necessary to have the water impact fee schedule be consistent with the 2009 IBC Table 1004.1.1 and historic practice. The changes are shown in the attached ordinance. Also shown in the attached ordinance are proposed changes to Chapter 3, Title 11-3 through 11-12.

Department Review:

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

Alternatives:

- A. Adopt the ordinance as proposed.
- B. Amend the ordinance and adopt.
- C. Request additional information and continue.
- D. Reject the ordinance.

Significant Impacts:

The changes reflect the 2006 IBC which is the current version adopted in the MCPC and correct the current Water Impact Fee Schedule.

Consequences of not taking the recommended action:

Adoption is necessary to make the MCPC consistent with the IBC.

Recommendation:

Adopt the ordinance as proposed which amends Title 11 of the Municipal Code of Park City (MCPC).

Ordinance No. 11-XX

AN ORDINANCE AMENDING TITLE 11 CHAPTER 13 – IMPACT FEES OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, Park City Municipal Corporation is a political subdivision of the state of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the assessment of non-residential water impact fees needs to be updated to be consistent with the International Building Code; and

WHEREAS, a public hearing was duly advertised and held on October 13, 2011;

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

SECTION 1. AMENDMENT TO THE MUNICIPAL CODE OF PARK CITY, UTAH
ADOPTED: Amendment to 11-13-2 of the Municipal Code of Park City is hereby amended as shown on Exhibit A.

SECTION 2. AMENDMENT TO THE MUNICIPAL CODE OF PARK CITY, UTAH
ADOPTED: Amendment to 11-3-1, 11-4-1, 11-7-1, 11-8-1, 11-9-1 and 11-12-2 of the Municipal Code of Park City is hereby amended as shown on Exhibit B.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 1st day of December, 2011.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Exhibit A

(2) Water Impact Fee Schedule:

Non-Residential Water Impact Fees			
Property Type	EDU Per Occupant	Floor Area Per Occupant	Fee Per Occupant
Assembly (without Fixed Seats)			
Bar	0.0125	715	\$ 288
Restaurant	0.0219	715	\$ 505
Theater, Auditorium, Church	0.0031	7	\$ 71
Assembly (with Fixed Seats)			
Bar	0.0125	NA	\$ 288
Restaurant	0.0219	NA	\$ 505
Theater, Auditorium, Church	0.0031	NA	\$ 71
Office	0.0094	100	\$ 217
Educational			
Classroom	0.0156	20	\$ 360
Shop/Vocational	0.0156	50	\$ 360
Exercise Area	0.0156	50	\$ 360
Hotel/Motel	0.0938	580	\$2,162
Industrial	Calculated		Calculated
Institutional			
Inpatient Treatment	0.1563	240	\$3,603
Outpatient Treatment	0.0031		Calculated
Sleeping Area	0.0031		Calculated
Other	Calculated		Calculated
Retail	0.007	60	\$ 161
Swimming Pool or Skating Rink			
Rink or Pool Area	0.0063	50	\$ 145
Decks	Calculated		Calculated
Warehouse	Calculated		Calculated
Parking Garage	Calculated		Calculated
Government	Calculated		Calculated
Library			
Reading Area	Calculated		Calculated
Stack Area	Calculated		Calculated

Residential Indoor Water Impact Fees						
Size (SF)	<1000	1001-1500	1501-3000	3001-4500	4501-6000	>6000
Fee	\$3,573	\$5,359	\$7,145	\$8,931	\$10,718	\$12,504
Residential Outdoor (Landscaping) Water Impact Fees						
Irrigated Area (SF)	0-2000	2001-4000	4001-6000	6001-8000	8001-10000	>10000
Fee	\$2,996	\$5,762	\$8,759	\$11,525	\$14,521	\$1441
per 1,000 SF						

(Amended by Ord. Nos. 96-12; 01-37; 03-05; 05-37; 07-35)

Exhibit B

EXHIBIT B

CHAPTER 3 - BUILDING CODE AND RESIDENTIAL CODE

11- 3- 1. INTERNATIONAL BUILDING CODE AND INTERNATIONAL RESIDENTIAL CODE ADOPTED.

The International Building Code and International Residential Code, ~~2006~~ 2009 edition, establishing rules and regulations for the design, construction quality of materials, use and occupancy, location and maintenance of building and structures, as adopted by the International Code Council, is hereby adopted as the Building Code of Park City, together with Rule R156-56 of the Utah Administrative Code, and the following Amendments.

(A) Appendix Chapter E, located in the appendix of the International Building Code are adopted and incorporated herein with an Amendment to Appendix ~~K~~ J as follows: Except as specified in Section ~~K-1.3.1~~ J103 of this section, no person shall do any grading or removing or grubbing existing vegetation without first having obtained a grading permit from the Building Official. Appendix Chapter P located in the Appendix of the International Residential Code, 2006 edition.

(B) **BUILDING PERMIT FEES**. A fee for each building permit shall be paid to the Building Official as set forth by fee resolution as adopted by the Park City Council.

(C) Section 901.2 AUTOMATIC FIRE EXTINGUISHING SYSTEMS is hereby amended by adding the following wording:
PURPOSE. The purpose of this section is to establish minimum standards to safeguard life, health, property, public welfare and to protect the owners and occupants of structures within Park City by regulating and controlling the design and construction of buildings and structures.

(Amended by Ord. Nos. 02-32; 06-87)

11- 3- 2. AUTOMATIC FIRE EXTINGUISHING SYSTEMS.

The following newly constructed structures of buildings used for or to be used for human occupancy shall have an automatic fire extinguishing system installed in conformity with the requirements of the International Fire Code Section 903.1 and the following amendments:

(A) All new construction having more than 6,000 square feet on any floor.

(B) All new construction having more than two stories.

(C) All new construction in the Historic Commercial Business zone district, regardless of occupancy.

(D) All new construction and buildings in the General Commercial zone where there are no side-yard setbacks or where one or more of the side yard setbacks are less than two and one-half feet per story of height.

(Amended by Ord. Nos. 02-32; 06-87)

CHAPTER 4 - MECHANICAL CODE AND FUEL GAS CODE

11- 4- 1. MECHANICAL CODE AND FUEL GAS CODE.

The International Mechanical Code and Fuel Gas Code, ~~2006~~ 2009 edition establishing rules and regulations for the design, construction quality of materials, use and occupancy, location and maintenance of building and structures, as adopted by the International Code Council is hereby adopted as the Mechanical Code of Park City.

(Amended by Ord. Nos. 02-32; 06-87)

CHAPTER 5 - UNIFORM HOUSING CODE

11- 5- 1. HOUSING CODE.

The Uniform Housing Code, 1997 edition, printed as code in book form, and adopted by the International Conference of Building Officials, providing minimum requirements for the protection of life, limb, health, safety and welfare of the general public and the owners and occupants of residential buildings is hereby adopted as the Housing Code of Park City.

(A) **APPLICATION.** The provisions of the Housing Code shall apply to all buildings or portions thereof used, or designed for or intended to be used for human habitation. Occupancies in existing buildings may be continued as provided in Section 3402 of the International Building Code, except as to those structures found to be substandard as defined in the Housing Code.

(B) **VIOLATIONS.** It shall be unlawful for any person, firm or corporation whether as owner, lessee, sublessee, or occupant to erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy, or maintain any building or premises or cause or permit the same to be done, contrary to or in violation of any of the provisions of Housing Code or any order issued by the Building Official pursuant thereto.

(C) **PERMITS AND INSPECTIONS.** It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, or cause or permit the same to be done, without first obtaining a separate building permit for each such building or structure from the Building Official in the manner and according to the applicable conditions prescribed in the Housing Code.

(Amended by Ord. No. 02-32)

CHAPTER 6 - UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

11- 6- 1. ADOPTION OF A CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS.

The "Uniform Code for the Abatement of Dangerous Buildings, 1997 edition," printed as a code in book form and adopted by the International Code Council, providing for a just, equitable and practicable method whereby buildings or structure which from any cause endanger the life, limb, health, morals property, safety or welfare of the general public or their occupants, may be required to be repaired, vacated, or demolished, is hereby adopted as the Abatement of Dangerous Buildings Code for Park City.

(Amended by Ord. No. 02-32)

CHAPTER 7 - PLUMBING CODE

11- 7- 1. ADOPTION OF INTERNATIONAL PLUMBING CODE.

The International Plumbing Code ~~2006~~ 2009 edition, as promulgated by the International Code Council, is hereby approved and adopted as the plumbing code of Park City. Section 106.1 of the International Plumbing Code is amended as follows:

(A) **PLUMBING PERMITS**. No new construction, alterations, or additions to existing plumbing shall be installed without first obtaining a permit and a fee paid according to Park City's fee resolution.

(B) **PLUMBING INSPECTIONS**. The Building Official shall perform all functions of plumbing inspection and shall, among other things, inspect the construction, installation and repair of all plumbing fixtures and appliances and apparatus connected with a plumbing system which are installed within the limits of Park City and shall require that they conform to the provisions of the Plumbing Code.

(Amended by Ord. Nos. 02-32; 06-87)

CHAPTER 8 - NATIONAL ELECTRICAL CODE

11- 8- 1. ADOPTION OF NATIONAL ELECTRICAL CODE.

The National Electrical Code, ~~2005~~ 2008 edition, as adopted by the National Fire Protection Association printed as a code in book form is hereby approved and adopted as the electrical code of this City, including all Park City and state amendments which are incorporated herein by this reference.

(A) **ELECTRICAL INSPECTION**. The Building Official shall perform all functions of electrical inspection and shall, among other things, inspect the construction, installation,

and repair of all electrical light or power wiring, fixtures, appliances or apparatus installed within the limits of this municipality and shall require that they conform to the provisions of the Electrical Code. The Building Official shall follow as to electrical work the procedures relating to enforcement and safety as are established by the International Building Code.

(B) **PERMITS, INSPECTIONS AND FEES.** No alterations or additions shall be made in existing wiring, nor shall any new wiring be installed or any apparatus which generates, transmits, transforms or utilizes any electricity be installed without first obtaining a permit therefore. Applications for such permit, describing such work, shall be made in writing. The fee for electrical permits is set forth in Park City fee resolution.

(Amended by Ord. Nos. 02-32; 06-87)

CHAPTER 9 - FIRE CODE

11- 9- 1. INTERNATIONAL FIRE CODE.

The International Fire Code, ~~2006~~ 2009 edition as promulgated by the International Code Council is hereby adopted as the Fire Code of Park City, ~~with the following amendments to section 304.1:~~

~~Appendix P shall read as follows:~~

~~AP101 Fire Sprinklers. An approved automatic fire sprinkler system shall be installed in new one and two family dwellings and townhouses in accordance with Section 903.3.1 of the International Building Code.~~

(A) **REMOVAL OF DEBRIS** All debris created from a fire shall be removed and the property restored to normal condition within ninety (90) days after the fire or as soon as the property is released by the State Fire Marshal, the Park City Building Official, or insurance adjuster, whichever is later. In the event the debris is not cleared, such debris shall be declared a nuisance and removed by the City at the expense of the property owner.

(B) **REQUIRED PERMITS**. All applications for permits required by the Fire Code shall be made to the Building Official in such form and detail as he shall prescribe. All applications for permits shall be accompanied by such plans as required by the Building Official and fees paid as per the fee resolution.

(Amended by Ord. Nos. 02-32; 06-87)

11- 9- 2. AUTHORITY AND DUTY OF POLICE PERSONNEL TO ASSIST IN ENFORCEMENT

Whenever requested to do so by the Building Official, the Chief of Police shall assign such available police officers as in his discretion may be necessary to assist the Building Official in enforcing the provisions of this Code.

(Amended by Ord. No. 02-32)

CHAPTER 10 - UNIFORM SIGN CODE

11-10- 1. UNIFORM SIGN CODE ADOPTED.

The Uniform Sign Code, 1997 edition, as adopted by the International Conference of Building Officials and printed as a code in book form is hereby approved and adopted with the following amendment to table 4-B as the Uniform Sign Code of this City:

TABLE 4-B - PROJECTION OF SIGNS

CLEARANCE (feet)	MAXIMUM PROJECTION (feet)
x 304.8 for mm	x 304.8 for mm
Less than 8	Not permitted
8	3
8 to 16	1 plus 0.5 for each foot of clearance in excess of 8
Over 16	5

CHAPTER 11 - RIGHT OF ENTRY

11-11- 1. RIGHT OF REASONABLE ENTRY.

Whenever necessary to make an inspection to enforce any of the provisions of any code adopted pursuant to this Title, or whenever the Building Official or his authorized representative has reasonable cause to believe that there exists in any building or upon any premises unsafe, substandard, or dangerous, as defined in the applicable sections of the codes, any condition that makes such building or premises dangerous, the Building Official or his authorized representative may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the Building Official, provided that:

- (A) If such building or premises be occupied, he shall first present proper credentials and demand entry; and
- (B) If such building or premises are unoccupied, he shall first make a reasonable

effort to locate the owner or other persons having charge or control of the building or premises and demand entry. If such entry is refused, the Building Official or his authorized representative shall have recourse to every remedy provided by law to secure entry.

11-11- 2. FAILURE OR NEGLECT TO PROMPTLY PERMIT ENTRY PROHIBITED.

No owner or occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper demand is made as herein provided, to promptly permit entry therein by the Building Official or his authorized representative for the purpose of inspection and examination pursuant to any provisions of any of the codes adopted pursuant to this Title.

(Amended by Ord. No. 02-32)

CHAPTER 12 - FEES

11-12- 1. PAYMENT OF FEES.

Whenever a fee is required by this Title or any schedule or resolution adopted by the City pursuant to this Title, such fees shall be paid to the Finance Department.

11-12- 2. BUILDING PERMIT FEES.

A fee for each building permit, electrical permit, plumbing permit, mechanical permit, and fire permit shall be paid to the City in such amount as shall be established from time to time by resolution duly enacted by the governing body.

The determination of value or valuation under any of the provisions of the International Building Code as adopted by the City Council, shall be made by the Building Official on the basis of the ~~IGBO Building Standards~~ ICC, subject to the approval of the City Manager.

11-12- 3. PLAN CHECK FEES.

A fee, as established by resolution, for the review and approval of building construction plans by the Building Department shall be paid to the Building Official.

On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit, which is established by resolution. This deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.