SECOND AMENDED AGENDA
COUNTY COUNCIL
Wednesday, April 15, 2026

NOTICE is hereby given that the Summit County Council will meet, on Wednesday, April 15, 2026, electronically, via Zoom, and at the anchor location of the Summit County Courthouse, 60 N. Main Street, Coalville, UT 84017

(All times listed are general in nature, and are subject to change by the Board Chair)

To view Council meeting, live, visit the "Summit County, Utah" Facebook page. **OR** **To participate in Council meeting: Join Zoom webinar: https://zoom.us/j/772302472** **OR** **To listen by phone only: Dial 1-301-715-8592, Webinar ID: 772 302 472**

1:10 PM Work Session

1. 1:10 PM - Pledge of Allegiance (5 min)
2. 1:15 PM - Discussion regarding sales tax revenues; Matt Leavitt (20 min)
   Staff Presentation - 2026 1st Qtr Summit County Sales Tax Update.pdf
3. 1:35 PM - Continued discussion regarding a proposed Rezone and Master Planned Development for the Junction Commons, a 19-building mixed use redevelopment project at Junction Commons (formerly Outlets Park City), located at 6699 N Landmark Dr, Kimball Junction, Summit County, UT; Parcel FSE-1; Applicant: Elliott Workgroup representing SRE Ontario LLC. Project #24-087. Amir Caus, AICP, Senior Planner (90 min)
   Junction Commons Master Planned Development Staff Memo - April 15, 2026 Work Session (Housing and Traffic).pdf

2:55 PM Convene as the Governing Board of North Summit Fire Service District

1. 2:55 PM - Review and possible approval of amendments to Section 9 and Section 12 of the Personnel Policies, replacing vacation and sick time with paid time off (PTO), and updating the tattoo/body art policy; Ben Nielson and Tyler Rowser (10 min)
   NSFD Personnel Policy Updates.pdf
2. 3:05 PM - Review and possible approval of the Notification of Employer Social Security Coverage (District Social Security Exemption) to Utah Retirement Systems; Ben Nielson and Tyler Rowser (10 min)
   NSFD Staff Report Notification to URS.pdf

Dismiss as the Governing Board of the North Summit Fire District

3:15 PM Work Session, Continued

1. 3:15 PM - Update from UDOT on bridge reconstruction at Jeremy Ranch; Jessica Rice (15 min)
   Jeremy Ranch Bridges Reconstruction by UDOT.pdf

3:30 PM Consideration of Approval

1. 3:30 PM - Discussion and possible action regarding a discretionary tax abatement for Parcel SS-67-13; Stephanie Paice (5 min)
   Staff Report Discretionary Abatement for SS-67-13.pdf
2. 3:35 PM - Discussion and possible adoption of Ordinance No. 1007, An Ordinance of Summit County Enacting Title 8, Chapter 2 to the Summit County Code, Community Clean Energy Program; Emily Quinton (40 min)
   Consideration of Ordinance No 1007 - Slides.pdf
   Consideration of Ordinance No 1007 - Staff Report.pdf
   Summit County Ordinance No 1007 Community Clean Energy Program.pdf
3. 4:15 PM – Discussion and possible adoption of Proclamation No. 2026-03, a Proclamation Recognizing National Animal Care and Control Appreciation Week and Summit County's Animal Control Employees (10 min)
   Proclamation_AnimalControlAppreciationWeek_2026.pdf
4. 4:25 PM - Continued discussion and possible action regarding Ordinance No. 820-A, An Ordinance Approving and Adopting the Amended and Restated Development Agreement for the Utah Olympic Park (Parcels PP-62-KJS, KJS-6-1AM, PP-62-3-UAF-X, PP-62-4, PP-63-A, PP-63-A-2-X, and PP-65-A). Utah Olympic Legacy Foundation (Applicant); Laura Kuhrmeyer (60 min)
   Amended and Restated UOP DA redline 4.9.2026
5. 5:35 PM - Discussion and possible approval of Ordinance No. 1008, an Ordinance Amending Title 1, Chapter 11 to the Summit County Code, Disposition of County Real and Personal Property; Dave Thomas (15 min)
   Legal Memorandum - Disposal of Real Property.docx
   Ordinance No. 1008 Disposition of Real Property.docx
7. 5:50 PM - Council and Manager comments (10 min)

6:00 PM Public Input

Public comment is for any matter not on the Agenda and not the subject of a pending land use application. If you would like to submit comments to Council, please email publiccomments@summitcountyutah.gov by 12:00 p.m. on Wednesday, April 15, 2026. If you wish to interact with Council, for public input, please appear in person, or use the "Raise Hand" button at the bottom of the chat window in Zoom.

6:00 PM Public Hearing

1. Public Hearing and possible approval of Ordinance No. 1009, and Ordinance Amending the Snyderville Basin Development Code Chapters 10-8-17, Accessory Buildings, 10-2-10 Use Table, and Chapter 10-11-1 Definitions; Ray Milliner, Principal Planner
   Staff Report Accessory Buildings Structures.pdf
   Ordinance 1009 Accessory Buildings.pdf

Council Communications

1. Fiscal year 2025 and 2026 Fraud Risk Assessment; Cindy Keyes
   Staff Report 2025 2026 Fraud Risk Assessment.pdf

Adjourn

Summit County Sales Tax Update

Subtitle

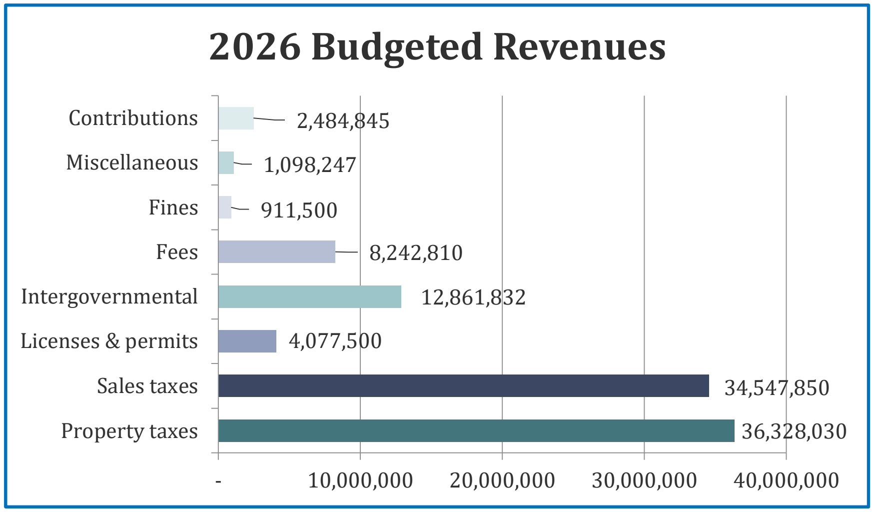
Sales Taxes & Rates in Summit County: Base Rates

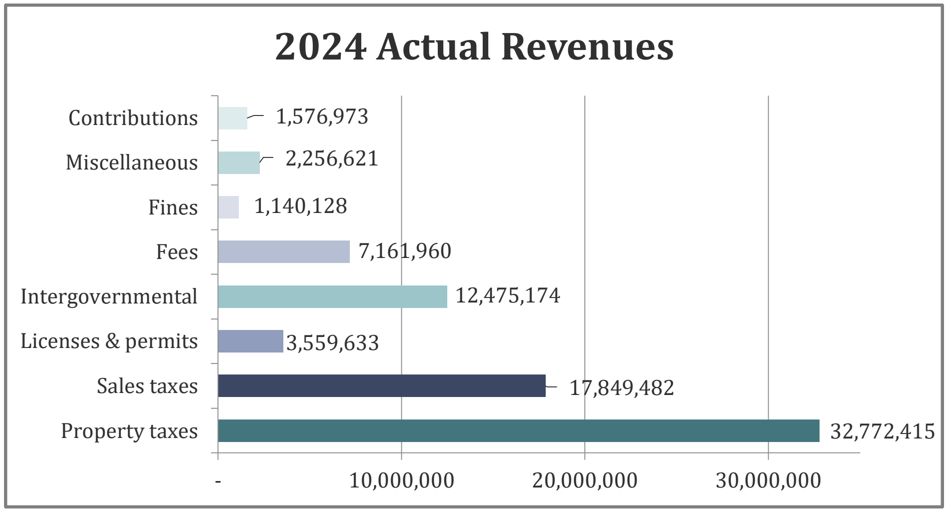
Area	State	Local	County Option	Mass Transit	Add Trans	Co. Option Transp	Transp Infra	Co Public Trans	Rural Hosp (ESST)	RAP	Resort Comm	Total Base
Summit County	4.85%	1.00%	0.25%		0.25%	0.25%	0.25%	0.20%	0.50%	0.10%	1.10%	**8.75%**
Coalville	4.85%	1.00%	0.25%		0.25%	0.25%	0.25%	0.20%	0.50%	0.10%		**7.65%**
Francis	4.85%	1.00%	0.25%		0.25%	0.25%	0.25%	0.20%	0.50%	0.10%		**7.65%**
Henefer	4.85%	1.00%	0.25%		0.25%	0.25%	0.25%	0.20%	0.50%	0.10%		**7.65%**
Kamas	4.85%	1.00%	0.25%		0.25%	0.25%	0.25%	0.20%	0.50%	0.10%		**7.65%**
Oakley	4.85%	1.00%	0.25%		0.25%	0.25%	0.25%	0.20%	0.50%	0.10%		**7.65%**
Park City	4.85%	1.00%	0.25%	0.30%	0.25%	0.25%	0.25%	0.20%	0.50%	0.10%	1.60%	**9.55%**
Snyderville Basin Tr Dist	4.85%	1.00%	0.25%	0.30%	0.25%	0.25%	0.25%	0.20%	0.50%	0.10%	1.10%	**9.05%**

Sales Taxes & Rates in Summit County: Add’l Rates

Area	State Room	Transient Room	Local Room	Total Rooom		Restaurant
Summit County	1.07%	3.00%		**4.07%**		1.00%
Coalville	1.07%	3.00%	1.00%	**5.07%**		1.00%
Francis	1.07%	3.00%		**4.07%**		1.00%
Henefer	1.07%	3.00%	1.00%	**5.07%**		1.00%
Kamas	1.07%	3.00%	1.00%	**5.07%**		1.00%
Oakley	1.07%	3.00%		**4.07%**		1.00%
Park City	1.07%	3.00%	1.00%	**5.07%**		1.00%
Snyderville Basin Tr Dist	1.07%	3.00%		**4.07%**		1.00%

General County Operations Resources



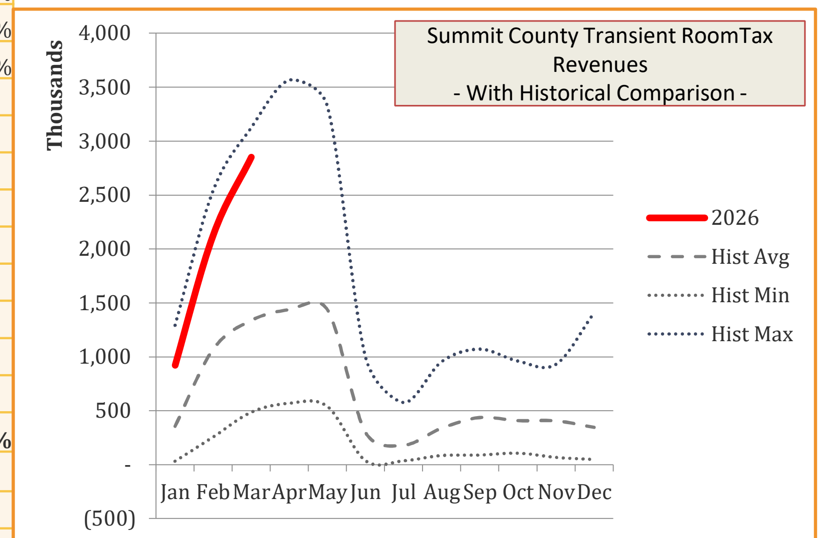


Supporting County General Operations

	Local Sales Tax (Municipal Services Fund)					County Option Sales Tax (General Fund)				
	2024	**2025**	**% Chg**	**2026**	**% Chg**	**2024**	**2025**	**% Chg**	**2026**	**% Chg**
Jan	1,048,623	803,981	-23.3%	1,048,819	30.5%	492,958	360,321	-26.9%	488,898	35.7%
Feb	1,119,323	1,262,090	12.8%	1,283,079	1.7%	595,190	666,560	12.0%	649,246	-2.6%
Mar	1,081,910	1,152,742	6.5%	1,001,515	-13.1%	613,432	644,099	5.0%	597,131	-7.3%
Apr	1,187,363	1,031,823	-13.1%			705,840	647,731	-8.2%		
May	1,150,349	1,263,101	9.8%			672,238	736,285	9.5%		
Jun	855,875	756,301	-11.6%			388,336	351,234	-9.6%		
Jul	768,309	850,389	10.7%			379,521	386,577	1.9%		
Aug	924,735	1,090,738	18.0%			426,896	487,470	14.2%		
Sep	921,977	942,062	2.2%			433,027	433,630	0.1%		
Oct	929,708	996,984	7.2%			431,231	472,482	9.6%		
Nov	959,120	909,032	-5.2%			444,158	427,894	-3.7%		
Dec	1,014,726	871,936	-14.1%			467,779	407,088	-13.0%		
Total	**11,962,018**	**11,931,179**	**-0.3%**	**3,333,412**	**3.6%**	**6,050,606**	**6,021,372**	**-0.5%**	**1,735,276**	**3.8%**
		2026 Budget		**11,962,000**			**2026 Budget**		**6,050,600**	
		% of Budget Received --->			**27.9%**		**% of Budget Received --->**			**28.7%**
		% of Months Collected --->>			**25.0%**		**% of Months Collected --->>**			**25.0%**

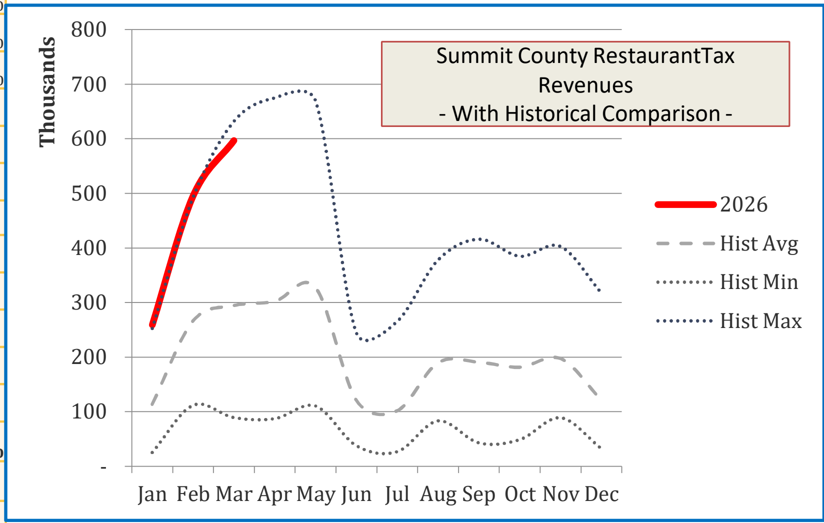
Special Revenue Type – Room Tax

		Transient Room Tax				
	2024	**2025**		**% Chg**	**2026**	**% Chg**
Jan	1,292,420	403,264	*	-68.8%	919,826	128.1%
Feb	2,230,780	2,494,469		11.8%	2,128,296	-14.7%
Mar	2,909,577	3,026,866		4.0%	2,849,195	-5.9%
Apr	3,565,384	3,303,294		-7.4%		
May	3,152,128	3,150,734		0.0%		
Jun	644,422	437,504		-32.1%		
Jul	575,280	540,181		-6.1%		
Aug	745,321	604,989		-18.8%		
Sep	1,070,706	985,599		-7.9%		
Oct	960,313	879,263		-8.4%		
Nov	830,948	875,927		5.4%		
Dec	1,407,505	938,466		-33.3%		
Total	**19,384,785**	**17,640,556**		**-9.0%**	**5,897,317**	**-0.5%**
		2026 Budget			**18,550,400**	
		% of Budget Received --->				**31.8%**
		% of Months Collected --->>				**25.0%**



Special Revenue Type – Restaurant Tax

	Restaurant Tax				
	2024	2025	% Chg	2026	% Chg
Jan	252,396	199,060	-21.1%	258,707	30.0%
Feb	472,247	492,262	4.2%	494,599	0.5%
Mar	582,225	631,727	8.5%	596,339	-5.6%
Apr	671,395	674,809	0.5%		
May	626,728	669,061	6.8%		
Jun	182,523	204,433	12.0%		
Jul	251,260	265,400	5.6%		
Aug	366,024	349,796	-4.4%		
Sep	395,008	415,876	5.3%		
Oct	384,575	378,134	-1.7%		
Nov	363,155	402,433	10.8%		
Dec	317,115	286,235	-9.7%		
Total	**4,864,651**	**4,969,225**	**2.1%**	**1,349,644**	**2.0%**
		2026 Budget		**4,700,000**	
		% of Budget Received --->			**28.7%**
		% of Months Collected --->>			**25.0%**



Special Revenue Type – Emergency Services Tax

		Rural Hospital (ESST)			
	2024	**2025**	**% Chg**	**2026**	**% Chg**
Jan		-		1,232,469	
Feb		-		1,816,400	
Mar		-		1,796,030	
Apr		-		-	
May		-		-	
Jun		-		-	
Jul		5		-	
Aug		160,564		-	
Sep		1,087,598		-	
Oct		1,199,280		-	
Nov		1,088,663		-	
Dec		991,863		-	
Total		**4,527,974**		**4,844,898**	
		2026 Budget		**16,535,250**	
		% of Budget Received --->			**29.3%**
		% of Months Collected --->>			**25.0%**

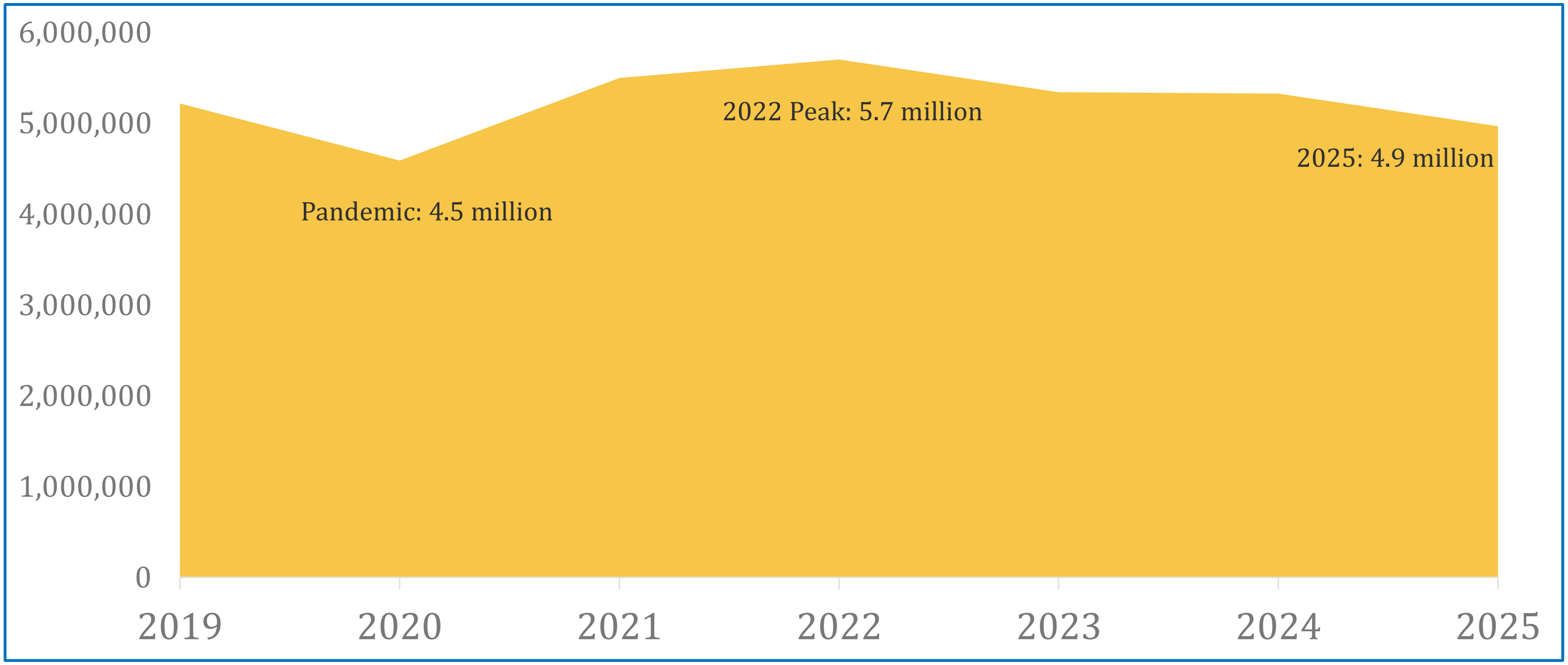
FY 2025 Budget: $6.5M

FY 2025 Actual: $7.5M

Transit & Transportation Sales Taxes

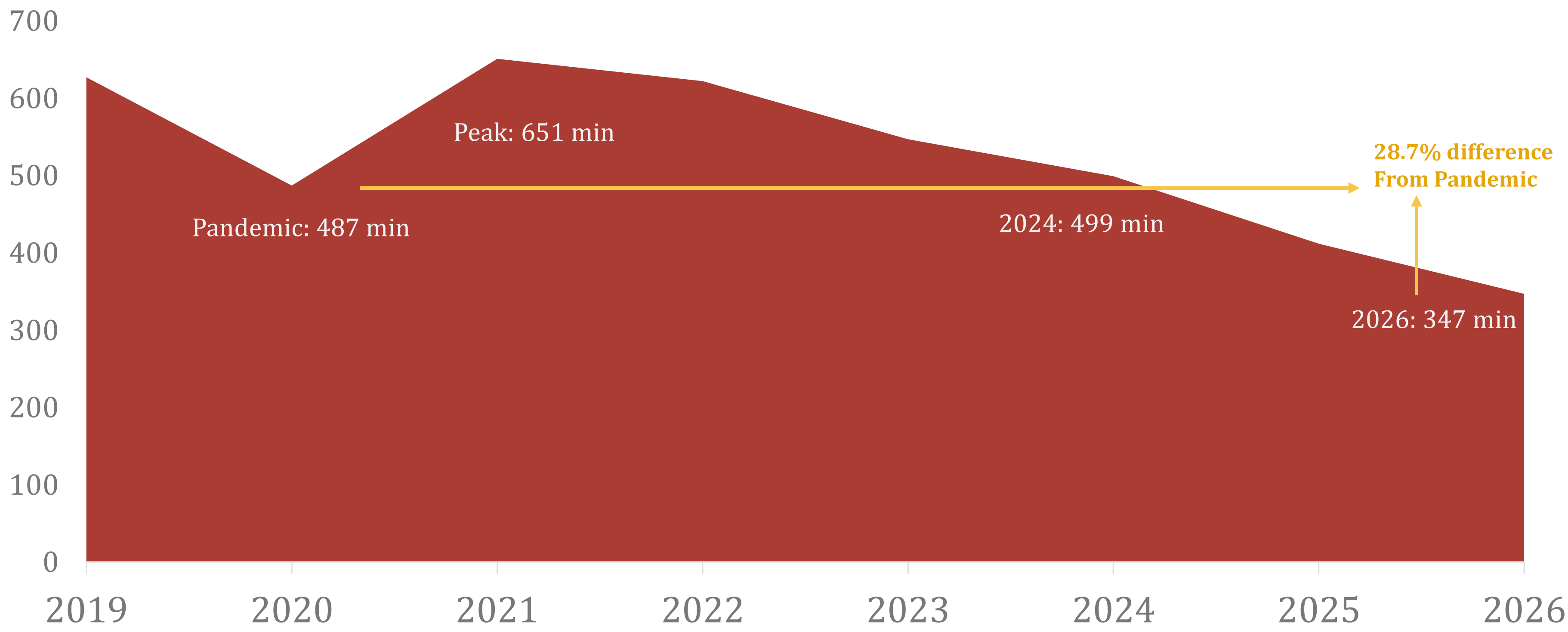
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr			5th Qtr			
	Mass Transit	Add Mass Trans	Transportation	(A1) District	(A2) Local	(A3) County	Cnty Transit		Combined	% Δ
2010	1,190,062								**1,190,062**	
2011	1,280,725								**1,280,725**	**7.6%**
2012	1,363,434								**1,363,434**	**6.5%**
2013	1,585,039								**1,585,039**	**16.3%**
2014	1,672,291								**1,672,291**	**5.5%**
2015	1,863,896								**1,863,896**	**11.5%**
2016	1,981,989	-	-	-	-	-			**1,981,989**	**6.3%**
2017	2,077,060	1,994,404	1,994,462	-	-	-			**6,065,926**	**206.1%**
2018	2,158,693	4,735,546	4,735,543	-	-	284,468	-		**11,914,250**	**96.4%**
2019	2,218,539	5,081,396	5,081,503	222,663	216,437	4,024,878	1,090,870		**17,936,286**	**50.5%**
2020	2,255,479	5,073,894	5,074,919	750,241	710,445	1,305,379	3,974,984		**19,145,340**	**6.7%**
2021	2,651,766	6,125,932	6,127,889	881,749	857,057	1,592,704	4,929,777		**23,166,874**	**21.0%**
2022	3,173,918	7,476,373	7,476,959	1,057,470	1,010,528	1,919,372	6,026,192		**28,140,813**	**21.5%**
2023	3,425,902	7,895,312	7,910,695	1,141,890	1,063,922	2,027,893	6,372,293		**29,837,908**	**6.0%**
2024	3,645,933	8,270,209	8,271,169	1,214,648	1,103,856	2,112,478	6,677,020		**31,295,314**	**4.9%**
2025	3,590,771	8,211,794	8,213,408	1,196,382	1,093,473	2,106,061	6,636,949		**31,048,838**	**-0.8%**
2026	**3,582,200**	**8,585,900**	**9,057,600**	**1,226,500**	**1,122,600**	**2,003,900**	**6,777,400**	**Budget**	32,356,100	4.2%
2026	**1,035,301**	**2,443,730**	**2,443,848**	**345,059**	**303,750**	**612,217**	**1,976,690**	**YTD Actuals**	9,160,594	28.3%

Visitors & Visitor Impacts – A Preview



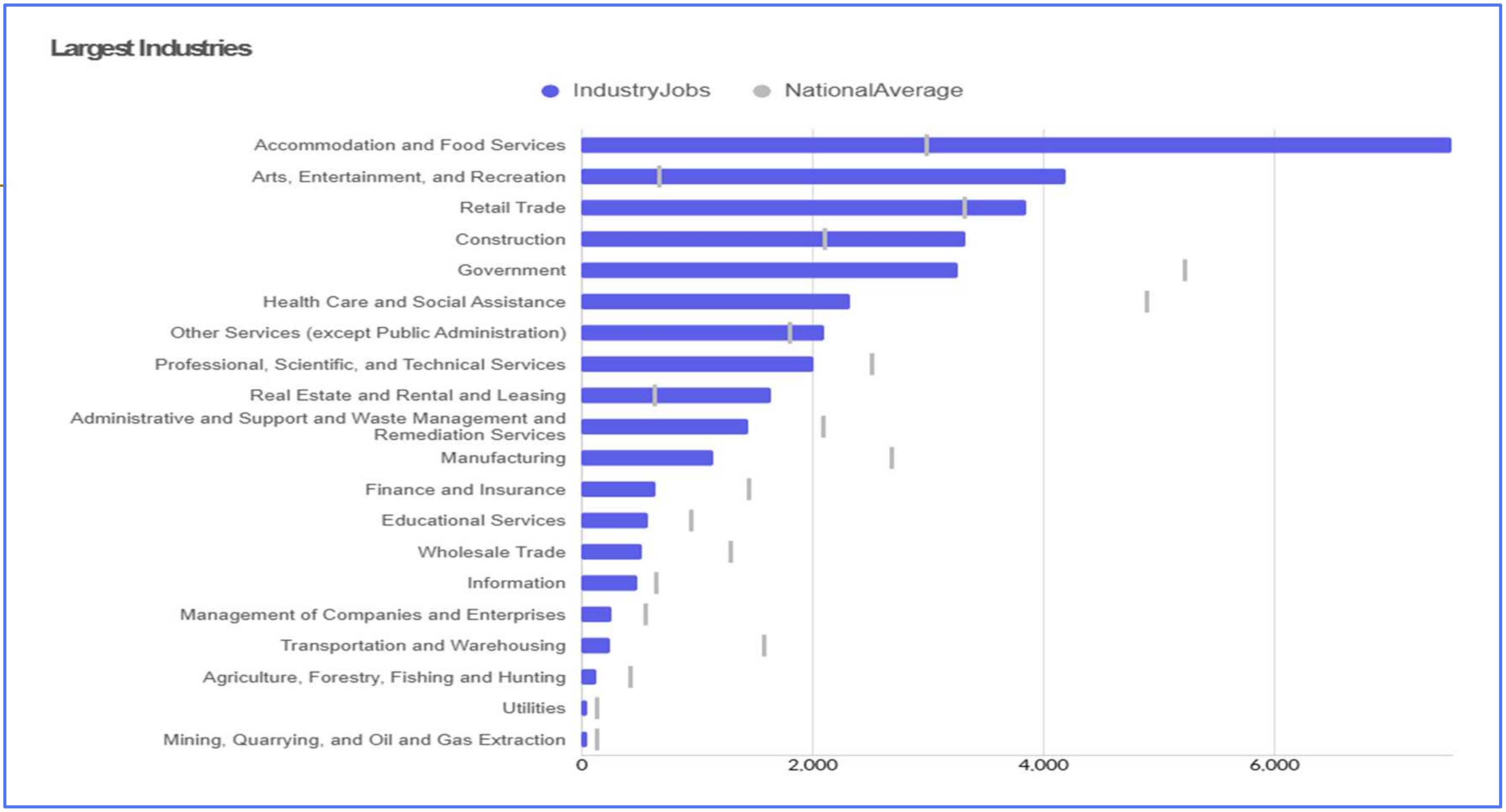
Out of Market Visitors 2019 – 2025; source: Placer.ai

Visitors & Visitor Impacts – A Preview



Median Time (minutes) Spent in Market; source: Placer.ai

Why Are Visitors Important? Jobs

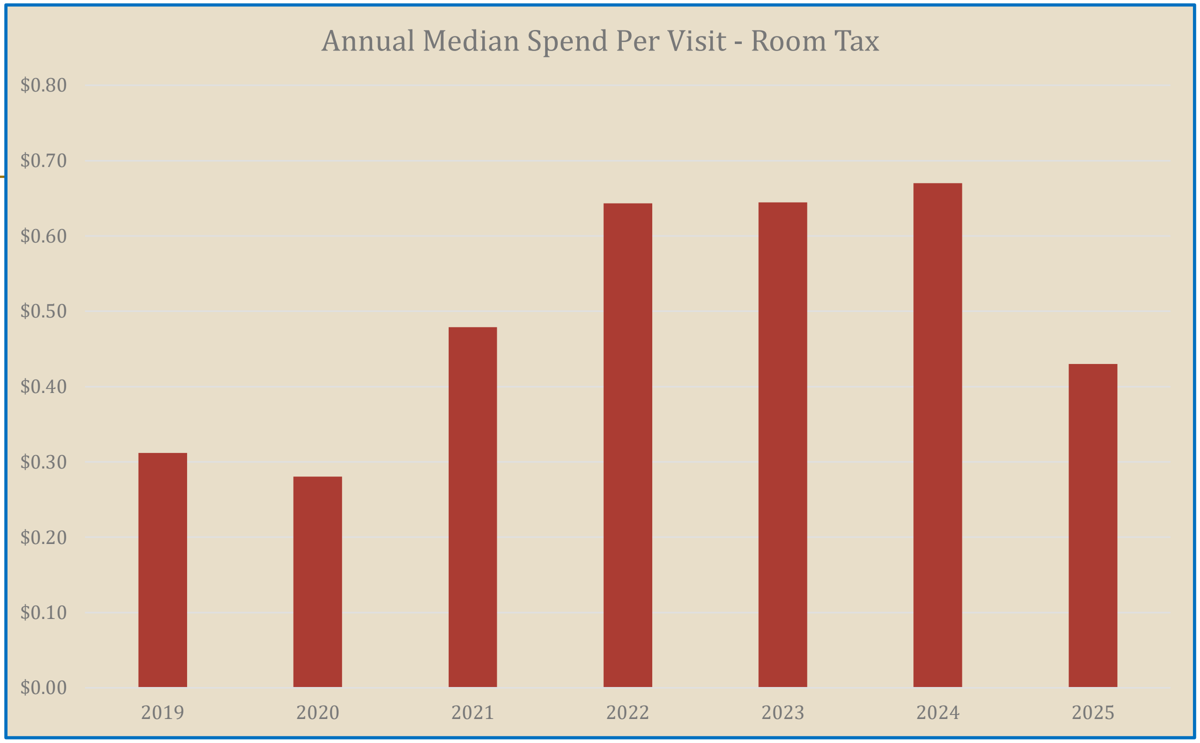


Source: Lightcast Developer

Why Are Visitors Important? Economy

Source: Lightcast Developer

Why Are Visitors Important? Revenues



Defines non-resident visits using aggregated, anonymized mobile data to identify individuals traveling to a specific area (e.g., city, POI) from outside their home, typically defined by True Trade Area (TTA) mapping. It distinguishes between daily tourists/visitors and Seasonal Visitors (2-5 month stays), separating them from Permanent Residents (5+ months). Source: Placer.ai

Questions?

Community Development Department
P.O. Box 128
60 North Main Street
Coalville, Utah 84017
summitcounty.org

STAFF MEMO

To:	Summit County Council (Council)
From:	Amir Caus, AICP, Senior Planner
Date of Meeting:	April 15, 2026
Type of Item:	MPD-Rezone (NMU-1), MPD-Conditional Use Permit, MPD-Low Impact Permit, and Development Agreement – Work Session
Process:	Legislative and Administrative Review
File:	24-087

Proposal

The applicant is requesting a Master Planned Development (MPD) for the Junction Commons, a 19-building mixed use redevelopment project located at 6699 N Landmark Dr (Parcel FSE-1), Kimball Junction, Summit County, UT. The applicant is proposing to Rezone Parcel FSE-1 from the Town Center Zone to the Neighborhood Mixed-Use 1 (NMU-1) Zone.

The project includes the redevelopment of the upper portion of the property into a residential project while the lower portion of the property would be developed with additional infill development.

The upper portion of the property is currently developed with ~98,000 sq. ft. of retail space. The applicant is proposing to demolish ~82,000 sq. ft. of the existing retail and replace it with a 10-building residential project which includes 433 units (391 apartments and 42 townhomes) and a ~7,200 sq. ft. amenity/clubhouse space within one of the three apartment buildings. One of the buildings is proposed to be mixed use and would contain ~7,300 sq. ft. commercial. The applicant is also proposing two parking structures in the upper portion of the property. The lower portion of the property is currently developed with ~230,000 sq. ft. of retail space. The applicant is proposing to infill the parking area with a 9-building mixed-use project with ground floor commercial (~54,000 sq. ft.) and upper floor residential (77 apartments – counted as part of the 433 units total).

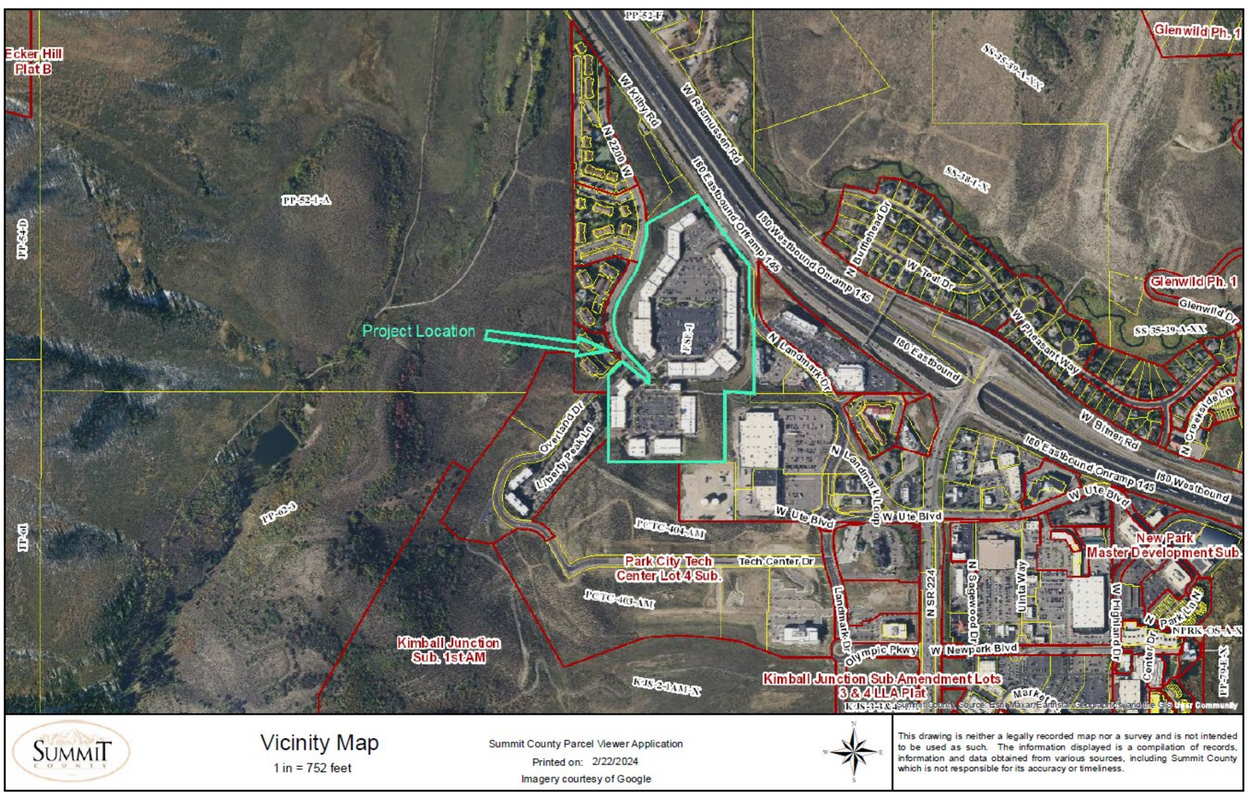
The applications/processes involved in this project include;

- MPD-Rezone to Neighborhood Mixed-Use 1 (NMU-1) Zone
- MPD-Conditional Use Permit
- MPD-Low Impact Permit
- Development Agreement
- Potential Final Subdivision/Condo Plat (for any for-sale units)

Project Description

Project Name:	Junction Commons Master Planned Development (MPD)
Applicant(s):	Elliott Workgroup
Property Owner(s):	SRE Ontario LLC
Location:	6699 N Landmark Dr, Kimball Junction, Summit County, UT
Zone District:	Town Center (TC)
Parcel Number and Size:	FSE-1 (37.32 acres)
Type of Process:	Legislative (Rezone and Development Agreement) - Administrative (Conditional Use Permit, Low Impact Permit, and Final Subdivision Plat)
Final Land Use Authority:	Summit County Council (Rezone and Development Agreement) and Snyderville Basin Planning Commission (Conditional Use Permit, Low Impact Permit, and Final Subdivision/Condo Plat)

Vicinity Map



Background

The Council held an introductory Work Session on March 18, 2026. The Council directed Staff and the Applicant to return for a Work Session to discuss overall housing numbers, including the affordable housing. As part of that discussion, the Council wanted to include transportation and overall traffic.

The Council held the following Work Session on April 1, 2026 to discuss housing and transportation and overall traffic. Following the 90-minute discussion, the Council continued the discussion to the April 15, 2026 meeting.

Recommendation

The applicant is seeking feedback from the County Council.

Public Notice, Meetings and Comments

This item was publicly noticed as a Work Session with the Summit County Council.

Public hearing notices will be published and courtesy postcards will be mailed for future public hearings.

Attachments

The applicant has not provided additional information for this packet.

March 18, 2026 Council Meeting
April 1, 2026 Council Meeting

Benjamin L. Nielson
Fire Chief

Tyler J Rowser
Administrative Battalion Chief

Tyler D. Leavitt
Deputy Fire Marshal

STAFF REPORT

To: Summit County Council
From: Fire Chief Nielson
Date: April 15, 2026
Subject: Approval of Personnel Policy Updates – PTO and Tattoo Policies

PURPOSE

The purpose of this report is to request approval from the Summit County Council for updates to the District's personnel policies related to Paid Time Off (PTO) and Tattoo/Appearance standards.

BACKGROUND

The North Summit Fire Service District has conducted a comprehensive review of its personnel policies to ensure they reflect current operational needs, workforce expectations, and industry best practices.

On April 9, 2026, the Administrative Control Board reviewed the proposed updates to:

- Section 9 – Fringe Benefits (Paid Time Off Policy)
- Section 12 – Productive Work Environment (Tattoo/Appearance Policy)

Following review and discussion, the Administrative Control Board voted to provide a **positive recommendation** for approval of both policy updates.

SUMMARY OF PROPOSED POLICY UPDATES

Paid Time Off (PTO) Policy Updates

The updated PTO policy is designed to improve operational efficiency, accountability, and fairness. Key components include:

- Structured PTO accrual schedules based on years of service

- Implementation of a formal PTO bidding and scheduling process for suppression personnel
- Defined deadlines and procedures for PTO requests
- Establishment of PTO caps and buyout provisions to manage long-term liability
- Introduction of blackout holiday provisions to ensure adequate staffing during critical dates

These updates enhance workforce planning and ensure the District can maintain appropriate staffing levels while supporting employee leave benefits.

Tattoo / Appearance Policy Updates

The updated tattoo and appearance policy provides clear, enforceable standards while maintaining a professional public image. Key components include:

- Clear expectations for professional appearance and grooming
- Defined restrictions on tattoo placement (e.g., head, face, neck, and hands)
- Prohibition of offensive or inappropriate content
- Establishment of an administrative approval process for visible tattoos
- Guidelines for covering non-approved tattoos while on duty

These updates align District standards with modern practices while maintaining community trust and professionalism.

DISCUSSION

The proposed policy updates are intended to modernize District policies, improve clarity, and support operational readiness.

- The **PTO policy changes** provide better scheduling structure, reduce administrative burden, and ensure consistent staffing during critical periods.
- The **tattoo policy updates** establish clear expectations that balance employee expression with the professional standards expected of public safety personnel.

Both policies have been reviewed internally and are consistent with practices seen in comparable fire service organizations.

FISCAL IMPACT

- **PTO Policy:** Potential long-term impacts related to leave accrual liability; however, caps and structured usage are designed to mitigate financial risk.
- **Tattoo Policy:** No direct fiscal impact.

RECOMMENDATION

It is recommended that the Summit County Council approve the proposed updates to:

- Section 9 – Fringe Benefits (Paid Time Off Policy)
- Section 12 – Productive Work Environment (Tattoo/Appearance Policy)

as recommended by the Administrative Control Board on April 9, 2026.

ATTACHMENTS

- Updated Section 9 – Fringe Benefits (PTO Policy)
- Updated Section 12 – Productive Work Environment (Tattoo/Appearance Policy)

Respectfully submitted,

Benjamin L. Nielson
Fire Chief
North Summit Fire Service District

SECTION 9 - FRINGE BENEFITS

A. Employee Categories:

As used in this Section:

1. Administrative Division employees working 40 hours per week (2080 hours annually) are defined as Full-Time Administrative Employees.

2. Suppression Division employees working an equivalent of 56 hours per week (2912 hours annually) are defined as Full-Time Suppression Employees.

3. Qualifying Part-time Employees are defined as employees working the equivalent of 30 hours per week (1560 hours annually) or more.

B. Group Health Insurance:

The District may pay a premium for health, dental, life insurance, accidental death and dismemberment, and disability insurance up to a maximum amount designated by the Fire Chief for Full-Time Employees and their dependents.

The District may pay a premium for health insurance for Qualifying Part-Time Employees.

Part-time, temporary, seasonal employees, contractors, and volunteers are not eligible for any benefits, except those as required by law.

C. Continuation of Benefits:

The District recognizes and follows COBRA regulations for insurance coverage after employment by the District for all employees. Employees separating from District employment who are participating in health care prior to the qualifying event will be allowed to continue group medical and dental insurance coverage at cost to the employee for up to eighteen (18) months from the date of separation (except when terminated for cause). The District assesses up to a minimum of 2% of the premium as an administrative fee. (*see* Utah Code §31A-22-714, or Consolidated Omnibus Budget Reconciliation Act, 1985 (COBRA)). Employees and/or dependents shall be notified within thirty (30) days from date of separation regarding extension and conversion privileges and must reply in writing within sixty (60) days of notice or forfeit their extension right. Payment must be made within forty-five (45) days of acceptance of COBRA benefits or benefits will be canceled.

1. Dependents of employees are eligible to continue insurance at their cost for up to thirty-six (36) months upon the occurrence of the following:

    a. Upon legal separation or divorce from the covered employee;

    b. The death of the covered employee;

    c. When dependents cease to be dependent under the definition of the policy;

    d. When Medicare-eligible employees cease participation in employer-sponsored plans.

2. Insurance cannot be continued beyond any of the following:

    a. The date the premium is not paid;

    b. The date when the individual becomes covered under any other group health plan or is entitled to Medicare benefits;

    c. In the case of a spouse, when the spouse remarries or becomes covered under another group health plan; and

    d. On the date when the employer ceases to provide any group plan, except the District would be obligated to allow employees or dependents to continue coverage under any replacing group policy or policies.

D. General Group Insurance Programs:

Disability coverage beginning on 31st day for accidents and illness is also provided for full-time employees. Family & Medical Leave without pay shall run concurrently during disability but shall begin the first day the employee is not able to work. In the event of long-term disability, health, dental and life insurance premium payments will be paid by the District for a period of six (6) months from date of inception of the disability. An employee returning to work after disability leave shall provide a return-to-work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities. An employee who cannot return to their regular work responsibilities or perform the essential functions of the job after the 6-month period following the inception of the disability shall be separated from employment with the District.

1. Dental insurance is available for all full-time employees. There shall be no compensation in lieu of coverage.

E. Social Security:

All employees are required by law to have a valid Social Security number.

Full-time employees participating in the Utah Retirement System (URS) are exempt from Social Security tax.

Part-time employees are required to contribute to the Social Security system.

F. Leave Status:

PTO, comp time, holidays, trade time, or funeral leave shall not be used to create overtime. The purpose of leave is to supplement the employee's full-time workweek.

G. Paid Time Off (PTO):

1. The District believes that a reasonable period of time away from the job encourages good health and the well-being of employees. This is a benefit to the District, as well as the employee. Therefore, it is the policy of the District to grant paid PTO to full-time employees.

2. All full-time employees are eligible for PTO as accrued. Years of District service, for establishing PTO accrual rates, shall be the employee's full-time hire date.

3. Accumulation of PTO shall be based upon the following schedule for 26 pay periods per year:

   a. Full-time Suppression:

      Employees shall accrue PTO leave according to the following schedule:

Year of Service Accrual	Hours Per-Pay-Period	Hours Per Year	Days per year
Hire date through the end of the 1st year	13	338	14.08
Beginning of the 2nd year through the end of the 5th year	14.75	383.5	15.97
Beginning of the 6th year through the end of the 10th year	16.75	435.5	18.14
Beginning of the 11th year through the end of the 15th year	18.75	487.5	20.31
Beginning of the 16th year through the end of the 20th year	21.25	552.5	23.02
Beginning of the 21st year and over	22.25	578.5	24.48

b. Full-time non-exempt Administrative:

Employees shall accrue PTO leave according to the following schedule:

Year of Service Accrual	Hours Per-Pay-Period	Hours Per Year	Days per Year
Hire date through the end of the 1st year	5.25	136.5	17.06
Beginning of the 2nd year through the end of the 5th year	6.50	169	21.12
Beginning of the 6th year through the end of the 10th year	8.25	214.5	26.81
Beginning of the 11th year through the end of the 15th year	9.50	247	30.87
Beginning of the 16th year through the end of the 20th year	11	286	35.75
Beginning of the 21st year and over	12	312	39

c. Full-time FLSA-Exempt Administrative

Employees shall accrue PTO leave according to the following schedule:

Year of Service Accrual	**Hours Per-Pay-Period**	**Hours Per Year**	**Days per Year**
Hire date through the end of the 1st year	6.75	175.5	21.93
Beginning of the 2nd year through the end of the 5th year	8	208	26
Beginning of the 6th year through the end of the 10th year	9.75	253.5	31.68
Beginning of the 11th year through the end of the 15th year	11	286	35.75
Beginning of the 16th year through the end of the 20th year	12.75	331.5	41.43
Beginning of the 21st year and over	13.5	351	43.87

4. PTO leave may not be accrued during a period of time when an employee is on long-term disability or is on extended leave without pay and has exhausted all FMLA entitlement.

5. Former employees who are re-hired with reinstatement rights following military service shall be entitled to assume the same eligibility for PTO as enjoyed as outlined in Section 7, Paragraph H.

6. Employees may carry unused PTO over to the next year, to a maximum of:
   a. Suppression Employees 960 hours.
   b. Administrative Employees 680 hours.
   c. At the end of the calendar year, any accrued PTO in excess of the maximum hours shall be forfeited.

7. Utilization: Suppression: Paid Time Off (PTO) Bidding and Usage Policy
   A. Purpose
   This policy establishes procedures for scheduling and using Paid Time Off (PTO) to ensure equitable access to leave while maintaining adequate staffing levels.
   B. Annual PTO Bid Process
      a. Each November, a seniority-based PTO bid will be conducted for the upcoming calendar year.
      b. The bid will be conducted separately for each shift.
      c. Employees will select PTO dates in order of seniority.

d. Once selected, approved PTO dates will be recorded and considered scheduled leave for the upcoming year.
e. Minimum PTO Selection Requirement
f. During the annual bid, each employee is required to select (bid) a minimum amount of PTO equal to:
g. 25% of their anticipated maximum PTO accrual for the upcoming year.
h. This requirement ensures proactive scheduling and helps balance staffing needs throughout the year.
i. Accrual Requirement for PTO Usage
j. Employees shall not use PTO prior to accruing the necessary leave balance.
k. Any PTO selected during the bid that has not yet been accrued at the time of use:
l. Must be deferred until sufficient PTO has been accrued, or
m. May be adjusted in coordination with supervision, consistent with district policy.

C. PTO Blackout Holidays for Suppression:
To ensure adequate staffing levels during critical operational periods, the following holidays are designated as PTO Blackout dates:
a. Independence Day (July 4th)
b. Thanksgiving Day
c. Christmas Day (December 25th)

D. PTO Requests Outside of Annual Bid
a. All PTO requests outside of the annual bid must be submitted through the Scheduling Software no later than:
b. End of business (4:00 PM) on the last business day of the month, two (2) months prior to the requested day off.
c. Example:
If an employee wishes to take November 15th off, the request must be submitted by 4:00 PM on the last business day of September.
d. Late Requests: Any PTO request submitted after this deadline:
e. Requires supervisor approval, and
f. The employee is responsible for securing their own coverage to ensure shift obligations are met.
g. This requirement is intended to maintain adequate staffing levels and minimize operational disruptions.
h. Exceptions may be considered for emergencies or unforeseen circumstances, subject to approval.

E. Call-Out Procedures
Employees who need to call out for a scheduled shift must:

a. Firefighters shall notify the on-duty captain.
b. Captains shall notify the Battalion Chief

c. Call-out notification should be at least one (1) hour prior to the scheduled start time.
d. Failure to provide proper notice may result in corrective action, consistent with district policy.
e. The supervisor does not have to approve a call-out.

F. Changes to Scheduled PTO
a. Employees may request changes to previously approved PTO:
b. Changes are subject to supervisory approval.
c. Staffing minimums must be maintained.
d. Shift trades or coverage arrangements may be required depending on operational needs.

G. Administration
a. The Fire Chief or designee is responsible for administering this policy.
b. Supervisors will ensure compliance and equitable application across all shifts.

H. Exceptions
a. Exceptions to this policy may be granted by the Fire Chief based on operational necessity or extenuating circumstances.

I. Administrative
Administrative employees shall request time off through the scheduling software at least 5 days in advance.

8. An authorized holiday that falls within the time period of an administrative employee's scheduled PTO shall not be charged as PTO.

9. The District will not advance PTO days.

10. Administrative employees may request up to 96 PTO hours per calendar year in 8-hour increments. Administrative employees shall have a minimum of 96 PTO hours before becoming eligible for a buyout, and the buyout may not reduce their PTO hours below the minimum.

11. Suppression employees may request up to 144 PTO hours per calendar year in 24-hour increments. Suppressed employees shall have a minimum of 144 PTO hours before becoming eligible for a buyout, and the buyout may not reduce their PTO hours below the minimum.

12. Buyouts in sections 10 & 11 shall be requested before November 15th each calendar year.

13. Scheduled paid leave and trade time may be taken consecutively up to a

maximum of 30 calendar days with the approval of the Fire Chief, unless taken in conjunction with FMLA.

14. Shift-suppression personnel may use PTO in half-shift (12-hour) increments.

15. Resignation or Retirement:

    a. Upon resignation, an employee will be paid the cash value of 50% of the earned PTO (carried over and earned) of the maximum defined in section 7.
    b. Upon an eligible retirement, an employee will be paid the cash value of 100% of the earned PTO (carried over and earned) up to the maximum defined in section 7.
    c. Deductions from termination pay may be made where the terminating employee has outstanding obligations to the District. The District may withhold the payment of termination pay if the employee fails to return District property in their possession.
    d. An employee who takes PTO in their final 2 weeks or doesn't give notice shall not be paid out for unused PTO. Unless it is for a medical retirement, or the Chief determines it is in the district's best interest.

16. Record Keeping: The official record of accrued and used PTO is to be kept by the District through a formal leave accounting system. Any discrepancies shall be reconciled directly through the Human Resource Officer. If discrepancies are not reported within thirty (30) days, all information shall be deemed correct.

H. Call Out:

1. Firefighters shall notify the on-duty captain that PTO will be used no later than one (1) hour prior to the employee's regular reporting time.
2. Captains shall notify the Battalion Chief that PTO will be used at least one (1) hour before the employee's regular reporting time.
3. Supervisors are charged with the responsibility to approve or disapprove PTO requests and may require the employee to provide evidence of illness or injury.

I. Workers Compensation:

1. In the event an employee is injured on the job, they must immediately report the injury to the Human Resource Officer, and submit to any necessary drug testing (*see* Section 12) and apply for workers compensation. The employee

may additionally utilize compensated PTO in accordance with the following formula: "Gross monthly compensation minus industrial compensation equals total compensation subject to PTO utilization. The number of hours to be charged shall be determined by dividing the total amount subject to use by the appropriate hourly compensation rate." This shall not be construed as allowing a gross income, inclusive of industrial compensation, in excess of the employee's regular monthly salary or earnings.

2. Insurance benefits are provided for more serious or longer-term illness or accidents. While insurance policies pay 60% of the normal wage, PTO time and PTO time may be used on a pro-rata basis to maintain normal income. The employee may supplement the disability benefit first with accrued PTO and PTO to receive 40% of their normal wage. During the duration of an employee supplementing their disability benefit, PTO and PTO accruals will continue. If no PTO or PTO time is available, normal insurance proceeds only are payable and PTO and PTO will not accrue.

J. Dependent Care Leave:

An eligible employee may request up to 24 hours per year of Dependent Care Leave to care for the eligible employee's child, spouse, or parent who is ill or injured but may not have a serious health condition (non-FMLA qualifying event).

1. NSFSD may require an eligible employee to provide information about the need for Dependent Care Leave.

2. An eligible employee's PTO accrual shall be reduced by the number of hours taken by an employee as Dependent Care Leave under this paragraph.

K. Funeral Leave:

1. Funeral leave with pay, not to exceed one (1) week, may be allowed in the loss of the following:

   a. Spouses, Adult Designee (as noted for health insurance) Son, Daughter, Mother, Father, Grandson, Granddaughter, Stepmother, Stepfather, Stepson, Stepdaughter, Son-in-law, and Daughter-in-law.

2. Funeral leave with pay, not to exceed one shift, may be allowed in the loss of the following:

a. Grandparents, Sister, Brother, Father-in-law, Mother-in-law, Sister-in-law, and Brother-in-law.

3. Employees desiring extended funeral leave may request to use comp time, PTO, or leave without pay. Leave without pay may be used only if the employee has no accrued comp time or PTO. Funerals which occur during use of PTO shall be treated as described in this paragraph and not be charged to PTO.

4. If a funeral is attended or death occurs while an employee is on leave of absence, there will be no time off with pay forthcoming.

L. Holiday Leave:

1. The following days have been designated by the District to be paid holidays for Administrative Employees[1]:

New Year's Day	January 1st
Martin Luther King Jr. Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Pioneer Day	July 24th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25th
Personal Day (Birthday)	TBD as per individual

2. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. When any of the above holidays fall on a Saturday, the preceding workday shall be observed as the holiday.

3. Should a holiday occur while an employee is on PTO, the employee will not be charged with PTO the day of the holiday.

[1] Suppression accrues PTO at higher rates to compensate for the lack of any paid holidays (see paragraph G above)

4. Holiday Pay: Administrative Employees who are required to work on a designated holiday will receive compensation at the regular rate for the holiday plus compensation at the regular rate for all hours actually worked on the holiday.

M. Court or Jury Leave:

Each full time employee entitled to paid leave under these rules shall, during regularly scheduled work time only, be entitled to leave of absence with full pay for such period of required absence when, in obedience to a subpoena or direction by proper authority, the employee is to appear as a witness in a case involving the federal government, the State of Utah, or a political subdivision thereof, to serve on a jury or as a witness in a grievance/hearing. Witness or jurors fees paid to employees on leave with pay status shall be returned to the District for deposit in the general fund. Per diem and witness or juror fees may be retained by an employee who elects to use PTO leave while on jury duty or acting as a witness. Absence due to litigation not required by the employee's position, but as an individual, shall be taken as PTO leave, comp time, or leave without pay.

N. Maternity Leave:

1. An employee who becomes pregnant may continue working until such time as they can no longer satisfactorily perform their duties or their physical condition is such that their attending physician deems continued employment to be hazardous to the employee's health or the health of the unborn child.

2. PTO or Family & Medical Leave without pay, which is available to cover the time for physical examinations and periods of incapacitation, will be available to the pregnant employee for the same purpose.

3. Leave granted for maternity purposes shall be allowed. Such leave may also be eligible for short-term disability compensation according to District insurance program guidelines.

4. Employees who have exhausted all accumulated PTO but have not exhausted their FMLA leave, shall be granted Family & Medical Leave without pay for maternity and other allowed purposes. Family & Medical Leave with-out-pay shall run concurrently with the use of PTO and shall begin the first day the employee is not able to work. Employees desiring extended leave due to "pregnancy disability" shall receive it on the same basis as any other disability.

O. Military Leave:

Leave shall be granted for a period of active military service. Extended military leave is six (6) months or more, not to exceed five (5) years unless approved by the District. Short-term military leave is any leave of less than six (6) months in duration, normally not longer than 120 hours.

1. Short-term Military Leave is authorized for full-time employees pursuant to the following conditions:

   a. Administrative Employees are entitled to one hundred and twenty (120) hours and Suppression Employees are entitled to one-hundred and sixty-eight (168) hours of military leave per year without loss of regular pay or other fringe benefits. The employee may take military leave when activated. After the employee has exhausted their hours of military leave, they may take unpaid leave or substitute PTO or trades.

   b. Whenever possible, employees who are members of reserve units of the military shall notify the Fire Chief and Human Resource Officer within one week of receipt of an activation notice, and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made a part of the individual employee's personnel file.

   c. Employees requesting short term military leave may go on leave without pay status prior to using accrued PTO and comp-time.

   d. While on short term military leave without pay, none of the employee's benefits shall accrue, except that health, dental and life insurance benefits will remain in force.

   e. If the employee does not return to District employment after six (6) months, the Fire Chief may declare the position vacant.

2. Extended Military Leave without Pay shall be granted to employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the provision of the Universal Military Training and Service Act. Former employees shall be permitted to return to District employment without loss of benefits pursuant to the provisions of the Utah Code §39-3-1. The following conditions shall apply:

a. USERRA provides that an individual may serve up to 5 years in the uniformed services, in a single period of service or in cumulative periods totaling 5 years and retain the right to re-employment by their pre-service employer (38 USC 4312(c)).

b. The employee must have satisfactorily completed the period of active duty and furnish a certificate to that effect.

c. The District shall follow USERRA regulations regarding the reinstatement of an employee returning from active military duty. If the employee declines an offer for position vacancy, reinstatement rights may be canceled by the Fire Chief.

d. If, due to a service connected disability or for some other reason, an employee is not qualified to perform all the duties of their former position, they will be placed in the closest comparable position for which they are qualified or the employee will be placed on a list of eligibles for consideration for future openings. Under the American's With Disabilities Act, reasonable accommodation shall be provided unless to do so would prove to be an undue hardship.

P. Administrative Leave:

In cases of training, special educational pursuits, hardships, or other cases not provided for in these policies, the Fire Chief, may grant short-term leaves at full pay, partial pay, or without pay. The approval or denial of such requests is at the discretion of the Fire Chief and is not subject to appeal.

Q. Family & Medical Leave Without Pay:

The District will comply with all applicable requirements of the Family & Medical Leave Act of 1993 (FMLA).

1. Eligibility: All employees who have worked for the District for at least 12 months (which need not be a consecutive 12 month period) and have worked for the District at least 1250 hours in the previous consecutive 12 month period qualify for family & medical leave without pay.

2. Eligible employees may receive up to 12 weeks of unpaid, job protected, leave

in any 12-month period for the following reasons:

a. To care for a child upon birth or upon placement for adoption or foster care;

b. To care for a parent, spouse, or child with a serious health condition, or,

c. When an employee is unable to work because of a serious health condition. A serious health condition is defined as "any illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider"" (i.e. doctors, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse midwives, and Christian Scientist practitioners). In addition, a single event or occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, such as a regimen of medication or physical therapy, qualifies. Excluded from coverage are voluntary or cosmetic treatments, which are not medically necessary and preventive physical examinations. An employee returning to work after FMLA leave for their own serious health conditions shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities.

d. When a family member is called on active military duty or called to active military duty

3. Eligible employees may receive up to 26 weeks of unpaid, job protected, leave in any 12-month period to care for a family member who sustained an injury or illness in the line of active military duty.

4. Notice & Verification: Employees who want to take FMLA leave ordinarily must provide the District with at least 30 days' notice of the need for leave, if the need for leave is foreseeable. If the need is not foreseeable, the employee should give as much notice as is practicable. The employee notice shall contain the reason for the leave, the anticipated timing of the leave and the expected duration of the leave. In addition, employees who need leave for their own or a family member's serious health condition must provide medical certification of the serious health condition within 15 days after the request or as soon thereafter as is seasonably possible. The District may also require a second or third opinion (at the District's expense), periodic recertification of

the serious health condition (as frequently as every 30 days), and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The District may deny leave to employees who do not provide proper advance leave notice or medical certification within established time frame.

5. District Communication Requirements: Upon receiving notice of an employee need for FMLA leave the District must provide the employee with a detailed notice specifying the employee's rights and obligations in connection with the law and District policy and explain any consequences of a failure to meet these obligations. The District notice shall include:

    a. A statement that the leave will be counted against the employee's annual FMLA leave entitlement;

    b. Requirements for the employee to furnish medical certification of a serious health condition and the consequences for failing to do so;

    c. The requirement for the employee to use accrued paid leave,

    d. Any requirements for the employee to make or participate in the payment of insurance premiums, and the methods for doing so;

    e. Any requirement of the employee to present a fitness for duty certificate in order to return to work;

    f. The employee reinstatement rights to the same or equivalent job;

    g. The employee's status as a "key employee" and the conditions under which reinstatement may be denied, and

    h. The employee's potential liability for health insurance premiums paid by the District during the leave if the employee does not return to work.

6. Method of Leave Usage: The leave may be taken intermittently or on a reduced leave schedule without the District's approval when medically necessary; therefore Supervisors shall take an active role in verifying medical necessity, especially in the case of emergencies and short notice situations. Medically necessary FMLA leave may be taken in half-hour, hourly, daily or weekly blocks of time, but may not be taken intermittently for any other non-

medical purpose.

7. Employee Entitlements: Employees taking qualified FMLA leave are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In addition, the District shall reinstate an employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms as previously provided. The District's obligation under FMLA to reinstate an employee returning from leave ceases once the employee has used up their 12/26 week entitlement and continues on another form of leave, paid or unpaid. Also, the District may deny reinstatement if it can be demonstrated that the employee would not otherwise have been employed at the time the reinstatement request is made, such as when an employee's position is eliminated due to a layoff.

8. Accrued Benefit Impact: Employees use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, the employee must first use any accrued paid PTO, compensatory time, and PTO during a FMLA leave for the employee's own serious health condition or for a seriously ill family member. In addition, the employee must first use any accrued paid PTO or compensatory time, but not PTO, during FMLA leave to care for a newborn or newly placed child, and no more than 5 paid sick days may be included in FMLA leave taken to care for a seriously ill family member (see PTO policy). In calculating the number of leave days used as part of the 12/26 week FMLA limit, all paid leave shall be included.

9. Defining 12 month period: The District shall use a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

10. Return to Work

    a. Upon returning to work, an employee whose FMLA leave was due to the employee’s own serious health condition shall provide a release to return to work from his health care provider. In addition, an employee who has been absent due to illness or injury may also be required to undergo a Return to Work / Fitness for Duty Evaluation through a District-appointed physician. In such event, the district shall cover the cost of such examination.

b. If the employee has not exhausted their FMLA or other leave, the employee shall be restored to the same position held before the FMLA leave or to an equivalent position with equivalent pay and benefits, unless the employee has been identified as a "key employee."

11. Temporary Work Assignments: Where medical necessity dictates the need to use scheduled intermittent leave or a reduced work schedule, the District may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of leave than the employee's regular position. In addition, the District may transfer an employee to a part-time job with the same hourly rate of pay and benefits as long as the employee is not required to take more leave than is medically necessary.

12. Record Keeping Requirements: Records retention for FMLA purposes must be maintained in accord with record keeping requirements of the Fair Labor Standards Act (FLSA). Records must be kept for a minimum of three years, which includes the following information:

    a. Basic payroll records;

    b. Dates that FMLA leave is taken;

    c. Hours of FMLA leave;

    d. Copies of employee notification given to employer;

    e. Copies of employer notices regarding employee rights and obligations;

    f. Copies of District policies and procedures describing benefits and leave provisions;

    g. Premium payments of employee benefits;

    h. Documents pertaining to disputes regarding designation of FMLA leave. All records relating to medical information must be kept in separate, confidential medical files.

R. <u>Retirement:</u>

The District is a participant in the Public Employee and Firefighters retirement programs of the Utah Retirement Systems (URS).

Qualifying suppression personnel participate in the URS Tier I or Tier II, Division "B", Firefighters Retirement System. Qualifying Administrative personnel participate in the Tier I or Tier II Public Employees Noncontributory Retirement System.

The District endorses the concept that performance, not age should be the standard for retaining qualified employees. There shall be no set retirement age from District employment. Contributions into the retirement system shall be made for all employees working full time.

1. Employees, at their discretion, may choose to retire any time after they are eligible under the provisions of the Retirement Act.

2. Employees over retirement age, as defined by the Social Security Administration, can be retained or hired as long as they are physically and mentally able to satisfactorily discharge the duties of the position.

3. The retirement system provides a number of benefits to the employee, including retirement benefits, death benefits, and survivor's allowances. Contributions are made by the employer as allowed by the retirement system.

4. All employees who have previously participated with URS prior to July 1, 2011 shall be enrolled in the Tier I retirement.

5. Effective July 1, 2011, all existing employees who have not participated and all newly hired employees shall be enrolled with the URS Tier II retirement unless previously enrolled within a URS retirement system.

6. Employees working less than full time but at least 20 hours per week and receiving any other non-mandated benefit from the District will also be enrolled in the District Retirement program.

7. Retirement credit will continue to accrue while an employee is receiving short-term disability.

8. Retirement credit will not accrue while an employee is receiving long-term disability or when an employee is on unpaid leave and has exhausted all FMLA entitlement.

S. Unemployment Insurance:

The District participates in the State Unemployment Insurance Program; and each person that terminates will be eligible for unemployment benefits in accordance with the rules and provisions as provided by the State. Employees terminated for cause shall not be eligible for unemployment benefits from the District.

T. Education Assistance:

When determined by the Fire Chief that additional training or education is required for the proper performance of a job, the District shall allow rescheduling of work time together with compensation for time spent in training plus associated expenses.

If a full-time employee desires to enhance their own job skills through training or academic pursuits which are viewed by the Fire Chief as being directly related to the job or a position to which one may wish to become promoted, and the employee initiates such a request; the District may give consideration in work schedule accommodations and tuition expenses.

Tuition expenses must be budgeted during the District's regular budget process. Employees requesting tuition reimbursement must be employed, full time, by the District for a minimum of 2 years. The District may choose to participate at a rate of 100% of tuition expenses. Education expenses may be taxable by the IRS. Employees with approved educational assistance must enter into a written agreement that upon termination (voluntary or involuntary, except for reduction in force) they will refund to the District monies received for educational assistance based upon the following schedule:

Time Period Between Date Of Termination & Portion Of Expenses

& Conclusion of Educational Course(s)	Refunded To District
Less than one Year	100%
One Year, But Less than Two Years	75%
Two Years, But Less than Three Years	50%
Three Years, But Less than Four Years	25%
Greater than Four Years	0%

Employees who participate in this benefit shall maintain a 3.0 grade or better (on a 4.0 scale) in all classes at the end of each term or semester.

U. Benefit Limitation:

The benefits described in this section constitute the total and complete benefit package offered and available to all District employees who qualify for participation according to eligibility requirements established by this policy manual.

SECTION 12 - PRODUCTIVE WORK ENVIRONMENT

A. General Conduct:

The very nature of governmental service makes public relations one of the most important aspects of the job. The quality of our interactions impacts all employees of the District and the public perception of the District as a whole. Employees are to take every opportunity through the course of performing their job to create "good will" with the public. Employees are required to be courteous and show understanding in spite of the difficulty of situations which may arise. Reports of a negative nature will be investigated by supervisors, and disciplinary actions could result.

1. Employees are expected to adhere to and abide by the Firefighter Code of Ethics, which is incorporated herein by reference.

2. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.

3. Employees are expected to make prudent and frugal use of District funds, equipment, building and supplies.

4. Employees are expected to observe work place rules.

5. Employees are to report conditions or circumstances that would prevent them from performing their job effectively or completing assigned tasks.

6. Employees are expected to practice dress and grooming habits which are consistent with the District's purpose and beneficial in promoting a favorable public image. The Fire Chief is responsible for determining what creates a professional business environment in the District.

B. Uniform & Grooming Standards:

The purpose of this policy is to establish a standard for professional appearance. This policy applies to all employees of the District, while on duty or while representing the District in related activities. In order to portray a positive public image and demonstrate pride and professionalism, it is the policy of the District to maintain high standards regarding employee appearance, dress, and grooming.

1. All employees shall adhere to good personal hygiene practices, including neat and clean appearance, well-groomed hair, and proper attention to oral hygiene, absence of offensive body odors, and attire that is appropriate to their line of work. Employees' general appearance while on-duty and/or in uniform must reflect a positive and professional image at all times.

2. Uniform items are provided by the District for all employees. Replacement of uniform items shall be on an as needed basis, and shall be monitored by District officers.

    a. Administrative Personnel -- Individuals in administrative or support staff positions shall be well-groomed and attired in clothing items that are professional and business-like in nature.

    b. Uniforms -- Suppression Personnel -- Suppression personnel are to dress according to the uniform standards set forth herein. Suppression personnel are to be appropriately attired at the start of the shift until they are relieved from duty following the conclusion of their shift.

    c. Safety Uniform/Turnout Gear (Suppression personnel) -- Protective clothing and equipment is provided to all suppression personnel for use as required when working in a hazardous environment, during firefighting activities or during any other similar conditions during training activities. The District shall provide a complete ensemble of personal protective equipment for structural and wildland firefighting to all suppression employees. The components of the turnout gear are set forth herein.

    d. Physical Training Uniforms (Suppression personnel) -- The physical training (PT) uniform may be worn during physical training activities, but shall not be worn out of the station when responding to emergency scenes unless it is fully covered by a duty uniform and/or emergency PPE. The components of the PT uniform shall be outlined herein.

    e. No other insignia, emblem, advertising button, ribbon, jewelry or device shall be attached to the uniform without authorization of the Fire Chief.

3. Employee uniforms must be properly fitted, clean, pressed, and in good condition. Shoes or boots shall be shined and in good condition. All shirts shall be tucked into the uniform pants. District issued insignias, belt buckles, and badges shall be polished and worn in the proper place.

4. Employees are responsible for laundering and maintenance of all uniform items. Worn, torn, or faded uniforms shall not be permitted to be worn. It is the responsibility of the employee to notify their immediate supervisor in the event that a uniform item is in need of repair or replacement.

5. Approval/Pre-Approval: All body art must be approved by the NSFD administration before a firefighter may expose it while on duty. To request approval, the member must email the fire administration with a clear description and an image or drawing of the body art that will be visible. The administration will respond by email with approval or denial. This request may be submitted before body art is applied.

   Tattoo Guidelines: Body art shall not be on the head, face, neck, (anything above the neckline of a duty T-shirt or hands below the wrist). Approved visible body art must not contain offensive language, vulgarity, nudity, violence, racist or ethnically offensive imagery or language, or other obscene material. Unapproved body art includes marks that advocate discrimination, promote gangs, supremacist, extremist affiliation, or depict or promote drug use, sexually explicit acts, or other inappropriate content. Uniforms may not be altered to conceal tattoos, brands, or mutilations and must be worn in accordance with NSFD uniform standards. The NSFD administration reserves the right to approve or disallow visible body art at any time; non-approved body art must not be exposed while on duty.

   Covering Body Art: The member will meet with the administration to determine an appropriate method for covering non-approved body art. The chosen covering must be applied at the beginning of the shift and remain in place until the member is off duty. Approved covering options include department-approved arm sleeves or department-approved long-sleeve T-shirts.

Deleted: Tattoos/Branding/Body Piercing -- Tattoos, brandings, and body piercings shall not be visible while in uniform and working in the public eye. Compliance may be achieved by the ongoing use of clothing to cover a tattoo.

6. The following additional guidelines apply to **suppression personnel**:

   a. Hair – Hair must be properly cut so as to present a neat appearance at all times. Employees' hair shall be cut so as not to hang below the bottom of the collar line, or it must be pulled back and secured at all times and in such a way that allows for full coverage by the protective safety hood. Any hair ties, combs, or barrettes must be neutral in color. Mohawks, spiked hair, unnatural hair coloring, and/or radical hairstyles that draw unnecessary attention are not appropriate on-duty or at District-related functions.

b. Facial Hair – Employees will be freshly showered and clean-shaven when reporting for duty. Mustaches and sideburns will not obstruct and/or interfere with the wearing of uniforms or breathing apparatus facemasks. Mustaches shall not extend over the upper lip or more than one half inch past the corners of the mouth or one quarter inch below the corners of the mouth. Sideburns shall be neatly trimmed and may not extend down below the lower part of the ear opening, shall be of even width, not flared, and shall end with a clean horizontal line. Beards, goatees, or any facial hair on the chin, cheeks, underneath the lower lip or throat shall not be allowed.

c. Earrings or other visible body piercing items – Earrings or other visible body piercing items shall not be worn by suppression employees while on duty.

d. Rings/Jewelry – It is strongly recommended that for safety purposes, rings not be worn while on duty. If a suppression employee chooses to wear a ring, it must not protrude above the band; additionally, it is highly suggested that it be modified so that it will break away when snagged. Any ring that interferes with required safety protective equipment shall not be worn. Necklaces may be worn but must be worn under the clothing and not visible.

e. Cosmetics – Employees wearing cosmetics shall ensure that the appearance is conservative and in good taste.

7. Supervisors may request a uniform inspection at any time and employees shall be required to display all uniform items at that time.

8. The wearing of District-issued uniform items, including footwear, while off-duty is prohibited without prior approval of a Chief Officer, with the exception of when an employee is traveling to and from work or is attending a district related training or event.

9. Employees wearing any NSFSD identifying items while off-duty shall recognize that the wearing of such identifies them with the NSFSD, thus, their behavior while wearing such items shall reflect positively on the District.

10. Only current District employees shall wear any District-issued uniform items unless prior permission from the Fire Chief has been received.

11. Any uniform elements issued by the District or purchased with District-issued uniform allowance monies shall remain as District property. Thus, when an employee terminates, all uniform items shall be returned, clean and in as good a condition as possible. The cost of uniform items not returned may be deducted from the employee's final paycheck.

C. <u>Driving Requirements:</u>

To ensure District employees meet driving standards as set forth in this policy and are in compliance with state and local laws. This policy applies to all prospective and current employees, including all full-time, part-time, volunteer and temporary personnel.

1. Driver's License Verifications

   The District will conduct driver's license verifications for each employee required to drive, or who has the potential to drive, District-owned vehicles. Verifications will be done initially upon post-offer of employment, prior to approval of driving privileges, and on an annual basis thereafter.

2. Driving Requirements:

   a. All employees are required to possess a valid Utah Driver's License to operate any District vehicle or use their personal vehicle for District business. (License must be carried on the person when operating a vehicle.)

   b. Employees must be twenty-one years of age or older to operate a District vehicle.

c. All emergency responders must complete the District's emergency vehicle operation course prior to being approved to operate emergency vehicles.

d. While operating a District vehicle or while operating any vehicle on District business, employees must comply with any and all restrictions placed on his/her driver's license.

e. Any change in status of a driver's license must be reported to the Fire Chief or Administrator within 24 hours. Change in status means that an individual's previously valid driver's license is subsequently expired, refused, cancelled, revoked, suspended, or restricted by the Department of Public Safety, Driver License Division.

f. Any arrest, charge (including citation)[1] and/or conviction for a violation of driving under the influence (DUI) of drugs or alcohol must be reported to the Administration or Fire Chief prior to the employee's next scheduled shift or within twenty-four (24) hours, whichever is sooner. In order to comply with District policies and to protect the interests of the District and the public the District serves, internal disciplinary action may be taken prior to adjudication by the court.

3. An individual in a driving position who has a status change in his/her driver's license will be removed immediately from all driving responsibilities and may be placed on paid leave pending an internal investigation. A license suspension or revocation may cause disciplinary action up to and including dismissal.

4. Unusual circumstances with individual cases will be evaluated on their own merits.

5. Privately Owned Vehicles:

   a. Active members (those on active status with the fire district, are not on reserve or a trainee) are encouraged to respond first to their assigned station to respond with apparatus or second, another station closer to the members current location, rather than responding to the scene of an emergency in a Privately Owned Vehicle (POV) unless:

   b. The scene is between the member's location and a station, and the

[1] See EMS rule R426-5-3200

member has appropriate safety gear with them, or

c. An Incident Commander instructs them to respond to a different station or to go to the scene in their POV.

d. All reserve and trainees will respond to their assigned station or other station as directed by the IC.

e. When responding in a privately owned vehicle, members are reminded that they are not in an emergency vehicle. Members must follow all applicable Utah State and local jurisdictions motor vehicle laws while driving to the stations or an emergency scene:

f. Members may not:

1) Exceed the posted speed limit

2) Run through red lights

3) Run through stop signs without stopping.

4) Force other vehicles from the road.

5) Install or use any emergency lights, sirens or warning devices on any personally owned motor vehicle

g. If a member responds to an incident scene, they must:

1) Park outside of the emergency scene in a safe location so that incoming and outgoing emergency vehicles can move unimpeded.

2) Leave enough room for arriving apparatus to park.

3) Obey instructions from IC and law enforcement officials regarding parking.

4) Dim or turn off headlights so that other traffic and responders will not be blinded.

5) Exit and enter their vehicle in a safe manner.

6) Wear appropriate PPE for the incident.

h. Under no circumstances will a member respond POV to an emergency scene with any minor children who will be left unattended in a vehicle. Family or non-members will not be allowed at emergency scenes anywhere in the hot or warm zones of a hazardous incident.

***Remember that private vehicles are subject to normal traffic laws. Responding to an emergency does not exempt drivers from traffic laws.*

D. Outside Employment:

District employment shall be the principal vocation of full-time employees. An employee may engage in outside employment, receive honoraria, or paid expenses, subject to the following conditions:

1. The outside employment must not interfere with efficient performance of the employee's District position. In the event the Fire Chief determines that the outside employment is interfering with the employee's District position, the Fire Chief shall notify the employee in writing that the outside employment must cease. Interference would include (but is not limited to) conducting the outside employment during District paid hours and using District equipment.

2. The outside job must not conflict with the interests of the District.

3. The outside employment must not be the type that would reasonably give rise to conflicting interests or duties.

4. The employee is required to sign a statement concerning outside employment, notify the Fire Chief, and gain approval for acceptable outside employment, prior to accepting the employment. The employee will acknowledge in the signed statement that they understand any injuries occurring while conducting outside employment will not qualify for District worker's compensation coverage.

5. If the Fire Chief determines that either the employment or payment could reasonably present a real or potential conflict of interest, the Fire Chief shall deny permission. The Fire Chief's decision may not be grieved. Failure to notify the employer and to gain approval is grounds for disciplinary action.

Employees may jeopardize their employment with the District through unsatisfactory performance reviews affected by outside employment.

E. Conflict Of Interest:

Employees shall not use their District position or any influence, power, authority, confidential information derived there from, or District time, equipment, property, or supplies for private gain. Employees shall not receive outside compensation for their performance of District duties except in cases of:

1. Awards for meritorious public contribution publicly awarded.

2. Receipt of honoraria or expenses paid for papers, speeches, or appearances made by employees with the approval of the Fire Chief, or on their own time for which they are not compensated by the District, nor prohibited by these rules.

3. Receipt of usual social amenities, ceremonial gifts, or insubstantial advertising gifts as established by state law (*see* Section 17, Paragraph B). When an employee's responsibilities require an action or a decision which could be interpreted as a conflict of interest, the employee shall declare the potential conflict. The Fire Chief may then determine and notify the employee of the status of the potential conflict, either approving of the activity or listing the objections of the District.

F. Political Activity:

Except as otherwise provided by law or by rules and regulations promulgated by the State of Utah or the federal government for federally aided programs, District employees may voluntarily participate in political activity subject to the following provisions:

1. No person shall be denied the opportunity to become an applicant for a position by virtue of political opinion or affiliation.

2. No person employed by the District may be dismissed from service as a result of political opinion or affiliation.

3. An employee may voluntarily contribute funds to political groups and become a candidate for public office. The intent of this provision is to allow the

individual freedom of political expression, and to allow employees to serve as county party officers and as state or county delegates.

4. No employee may directly or indirectly coerce, command, advise or solicit any employee covered under the personnel system to pay, lend, or contribute part of their salary or compensation or anything else of value to any party, committee, organization, agency or person for political purposes. No supervisor, captain, employee, Board member or the Fire Chief, may attempt to make any employee's employment status dependent upon the employee's support or lack of support for any political party, committee, organization, agency, or person engaged in a political activity.

5. No employee may engage in any political activity during the hours of employment nor shall any person solicit political contributions from District employees during hours of employment. Hours of employment are those hours for which the employee is receiving compensation from the District. The use of District equipment or resources for political activity is also prohibited. Nothing in this section shall preclude voluntary contributions by a District employee to the party or candidate of the employee's choice, or participation on the employee’s own time.

6. Nothing contained in this section shall be construed to permit partisan political activity by any District employee who is prevented or restricted from engaging in such political activity by the provisions of the Federal Hatch Act.

G. Discrimination Based on Protected Categories:

1. Discrimination in any form is a serious offense which will not be tolerated.

2. Employees may use the **HOTLINE AT 435-395-7334** for any complaints. If this method is used, the caller must be specific as to who is involved, the date and time of the occurrence(s). Please see paragraph 5 below.

3. Discrimination based on a protected class is defined as discrimination of any person because of race, color, religious creed, sex, national origin, age, military status, disability, sexual orientation, gender identification or any other factor protected by law.

    a. Examples of discrimination may include but is not limited to:

1) Using racial and ethnic slurs or offensive stereotypes and making jokes about these characteristics,

2) Recruiting or hiring practices,

3) Promotion opportunities, and

4) Adverse employment actions

4. Discrimination may result in disciplinary action up to and including termination of employment.

   a. Employees or officials who willfully report a false claim may be subject to disciplinary action.

5. Reporting and Investigating Claims:

   a. If an employee believes they have been subjected to discrimination, they should:

      1) Make a written record of the date, time and nature of the incident, and the names of any witnesses,

      2) Report the incident immediately to any of the following: A supervisor in the employee's chain of command, the Human Resource Officer, Fire Chief, the Personnel Director, or the County Attorney's Office, Civil Division, and

      3) All incidents must be reported regardless of their seriousness. There shall be no retaliation against an employee who in good faith reports an incident of discrimination or against anyone who provides information about violations. Complaints may be submitted by any individual irrespective of whether the complainant was personally subjected to the offending behavior.

   b. Supervisors who knowingly allow or tolerate any discrimination are in violation of this policy and are subject to disciplinary action up to and including termination of employment. Supervisors must deal quickly and fairly with allegations of discrimination whether or not there has been a formal complaint. They are responsible to:

1) Make sure the District's policy is communicated to employees; and

2) Any complaint received by a supervisor shall be immediately reported to the Fire Chief, Human Resource Officer and Personnel Director so that the matter can be investigated.

c. The Personnel Director, or their designee, will conduct a fair and impartial review of the discrimination complaint. All such complaints will be handled with as much confidentiality as possible in order to encourage reporting and to protect the privacy of the parties.

d. An employee accused of discrimination and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken per Section 13 of these policies.

6. Resolution

a. The complainant shall be notified if any disciplinary action has been taken or not taken as a result of the official complaint. If either party to the complaint is not satisfied with the action taken or not taken they may file a written appeal with the Administrative Control Board through the Personnel Director within ten (10) working days of receiving official notification of the case resolution from the Fire Chief or Personnel Director.

b. If the complainant is not satisfied with the Board's decision, they have a statutory right to request an investigation by the Utah Division of Antidiscrimination and Labor.

H. Sexual Harassment:

The giving or withholding of job benefits based on the granting of sexual favors and any behavior or conduct of a sexual or gender based nature which is demeaning, ridiculing or derisive and results in a hostile, abusive, or unwelcome work environment constitutes sexual harassment. (See paragraph 7 below.)

Employees may use the **HOTLINE AT 435-395-7334** for any complaints. If this method is used, the caller must be specific as to who is involved, the date and time of the occurrence(s). Please see Paragraph 8, subparagraph b 1.

It is the Policy of the District that:

1. Unlawful discrimination/harassment of coworkers of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.

2. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigation proceeding or hearing under this policy.

3. False or bad faith claims regarding sexual harassment shall result in disciplinary action against the accuser.

4. An employee accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.

5. Records and proceedings of sexual harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.

6. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy and grievances procedures during orientation and annually during in service training.

7. Prohibited Conduct: Any deliberate, unwanted, or unwelcome behavior of a sex/gender based nature, whether verbal, non-verbal, or physical is prohibited. There are two major categories of sexual/gender harassment:

   a. Quid Pro Quo the granting or conditioning of tangible job benefits on the grant of sexual favors, and

   b. Creating a hostile or unwelcome work environment. Creation of a hostile work environment can occur through any or all of the following general means:

      1) Level One: Sex Role Stereotyping

         a) Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.

b) Comments or written material reinforcing traditional historic perception regarding gender.

2) Level Two: Gender Harassment/Discrimination

a) Intentional or unintentional behavior/conduct of a visual, verbal, nature directed at a specific gender which is demeaning, ridiculing or derisive of that gender.

a) Creating an environment that demonstrates a demeaning, ridiculing or derisive attitude toward a specific gender.

3) Level Three: Targeted or Individual Harassment

a) Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.

b) Offensive conduct may be verbal, visual or physical and includes unwanted physical touching.

4) Level Four: Criminal Touching

a) The intentional unwanted touching of the breasts, buttocks, or genitals of another.

b) Forcible sexual abuse.

8. Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below.

a. Informal Process: Employees who are experiencing an unwelcome or hostile work environment at levels 1-3 as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior that the behavior is objectionable. That the conduct/behavior is unwelcome and that future similar behavior will result in a formal complaint.

b. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire.

   1) This notification may be: orally in person; in writing signed or unsigned; through a supervisor either orally or in writing.

   2) The victim may ask the supervisor for assistance in determining what to say and how to approach the offending employee; request the supervisor to accompany the victim when the victim gives the offending employee notice; ask the supervisor to give notice to the offending employee, accompanied by the victim; ask the supervisor alone to provide notice to the offending employee.

   3) If circumstances involve the immediate supervisor, the employee shall seek assistance through the Human Resource Officer, Fire Chief, Personnel Director or the County Attorney's Office, Civil Division.

c. Formal Process: Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level 4 as described above, or who have been subjected to quid pro quo type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.

   1) Complaints shall be in writing and specify the identity of the victim; the identity of the offending employee; the offensive behavior that the offender engaged in; the frequency of the offensive behavior; damage the victim suffered as a result of the offensive behavior; How the victim would like the matter settled; and what the victim would like to see happen.

   2) The victim will be allowed a reasonable amount of time during work hours to prepare a formal complaint. The victim should submit formal written complaints to any of the following:

      a) The District Human Resource Officer

      b) The Fire Chief;

c) The Personnel Director, or

d) County Attorney's Office, Civil Division.

9. Remedies: Employees found guilty of sexual harassment shall face disciplinary action ranging from a letter of reprimand to termination based on all the circumstances of the case, as well as the offending employee's prior work history. Information contained in the complaint and/or investigation files shall be released only with the written authorization of the victim and the Personnel Director.

10. Records: Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in separate and confidential sexual harassment complaint files. This information shall not be placed or maintained in any employee's personnel file.

11. Victim Protection: Individual complaints, either verbal or written, are confidential. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to and including termination. Retaliation is an additional and separate disciplinary offense. Retaliation may consist of, but is not limited to:

    a. Open hostility;

    b. Exclusion or ostracism;

    c. Special or more closely monitored attention to work performance;

    d. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

I. **<u>Drug Free Workplace:</u>**

A healthy and productive work force, safe working conditions free from the effects of drugs and alcohol is essential to the maintenance of quality operations and all services provided to the public. It is the policy of the district that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, drug paraphernalia and/or alcoholic beverage in the workplace is expressly prohibited. All processes, procedures, actions and requirements undertaken or imposed by the district shall be in conformance with Utah Code §34-41-101 *et. Seq*. Drug and Alcohol Testing and the Omnibus Transportation Employee Testing Act of 1991, revised as of February 15, 1994. In order to achieve a drug-free work place all individuals who are extended a conditional offer of employment with the district and employees in safety sensitive positions shall be required to participate in controlled substances testing.

1. Testing

2. When an applicant has been extended a conditional offer of employment but before beginning work;

3. When there is a reasonable suspicion to believe that an employee is in an impaired state;

4. When an employee has been involved in an on duty accident or has been injured on duty

5. On a random basis for employees in safety sensitive positions;

    a. Return to duty testing (as defined by paragraph 2(k) below));

    b. Follow up testing.

6. Definitions:

    a. Alcohol – Alcohol is defined as an intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized or found.

    b. Controlled Substance – Controlled substances are defined as marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines (including methamphetamine) or any other substances which are included in the, Utah Controlled Substances Act (Utah Code §58-37-1 *et. Seq.*).

c. Drug – Any substance recognized as a drug in the United States Pharmacopeia or other drug compendia, including the Utah Controlled Substances Act, (Utah Code §58-37-1 *et. Seq.*) or supplement to any of those compendia.

d. Drug Testing – The scientific analysis for the presence of drugs or their metabolites in the human body in accordance with the definitions and terms of this policy.

e. Random Testing – The unannounced drug testing of an employee in a Safety Sensitive Position who was selected for testing by using a method uninfluenced by any personal characteristics other than job category.

f. Reasonable Suspicion – Knowledge sufficient to induce an ordinarily prudent and cautious individual under the circumstances to believe that a prohibited activity is occurring.

g. Reasonable Suspicion Testing – An articulated belief based on recorded specific facts and reasonable inferences drawn from those facts that an employee or volunteer is in violation of this drug-free workplace policy.

h. Positive test – Any test result showing a blood alcohol content of 0.02 or greater or the presence of any controlled substance, its metabolites in the test subject or a sample that has been tampered with.

i. Refusal to Submit to Testing – Failure to provide adequate breath or urine sample without a valid or verified medical explanation, after the employee has received notice they are being tested and a breath or urine sample is required, or engages in conduct that clearly obstructs the testing process.

j. Safety Sensitive Position – shall include any position which involves emergency response or driving of District Vehicles, or any position involved in the operation of Dangerous Equipment.

k. Return to duty testing – The drug/alcohol testing with a verified negative test result for controlled substances or their metabolites, of an employee who has been released back to work after seeking help from a rehabilitation program.

l. Follow-up testing – The drug/alcohol testing of an employee who has sought professional help from a rehabilitation program. The employee shall be tested monthly while under the care of the Substance Abuse Professional and upon release from a rehabilitation program. The employee shall be tested a minimum of six (6) times in the following twelve (12) months following their return to duty. Employees may be subjected to follow up drug/alcohol testing for a period not to exceed sixty (60) months.

7. Follow-up testing beyond one year shall be based on a need assessment provided by a substance abuse professional.

8. If the employee seeks help prior to discovery, then confidentiality, job security, and promotional opportunities will be protected. But if the employee does not attempt to seek help and the problem comes to the attention of the district, the employee will be terminated per paragraphs 16 and 18 below. Discovery begins with the notification when an employee has been notified of a random drug test.

9. The extent of District assistance, if an employee comes forward prior to discovery, shall be limited to referral to a community resource program with financial limitations as provided in the district health and medical insurance plan.

10. If an employee is under treatment with a drug that alters their ability to perform the essential functions of a specific position, the employee shall be reassigned if a current job opening exists which the employee is qualified.

11. The district shall require a final applicant selected for a position with the District to undergo a drug screen test to detect the presence of illegal drugs, controlled substances or their metabolites in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant, who tests positive for a controlled substance or its metabolites, as defined in the definitions of this policy, shall be denied employment with the District.

12. Employees shall not use, be under the influence of or be in possession of alcohol while on duty, on District premises or while in District vehicles. District premises include buildings, parking lots, grounds and vehicles owned by District or personal vehicles while being used for District business. Under the influence is defined as having blood alcohol content in excess of .02%.

13. If an employee in a safety sensitive position is called to work outside the regularly scheduled work period, the employee has the right to refuse to go to work if the employee has used alcohol and feels that they may be impaired. The employee must notify their supervisor if they have consumed any alcohol in the last four hours prior to being called in. Employees exercising this option shall have job security and promotional opportunities protected.

14. Employees trafficking, selling, using, possessing or being at the work place under the influence of alcohol, illegal or illegally obtained controlled substances shall be subject to immediate suspension and such conduct may be grounds for termination of employment.

15. When a supervisor makes a determination that there is a reasonable suspicion to believe that an employee is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.

16. Employees performing in safety sensitive positions are subject to random drug/ alcohol tests.

17. The District maintains the right to conduct unannounced inspections of District owned property, vehicles, work stations, equipment, desks, cabinets, etc.

18. The District maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.

19. Failure to cooperate with these detection methods or inspections is grounds for termination of employment.

20. Upon required testing due to an accident or reasonable suspicion, the employee tested shall not engage in the operation of any District equipment or engage in any employment related duties, which their supervisor deems dangerous to themselves or others until the results of the tests are received and the employee is released back to work by the District.

21. If any alcohol test result shows a blood alcohol content of 0.04% or greater,

the employee shall be terminated.

22. If an employee test result shows an alcohol concentration of greater than 0.02% but less than 0.04%, the employee shall not be permitted to perform in a Safety Sensitive Position for at least twenty-four (24) hours.

23. If an employee has self-disclosed prior to discovery (*see* paragraph 3 above) and tests positive for a controlled substance or the test results show a blood alcohol content of 0.04% or greater, the employee may be referred to a Substance Abuse Professional who shall perform an evaluation at the district's expense, to determine whether the employee has a drug/alcohol problem. This employee may also be provided with information about drug or alcohol treatment programs in the area. The district shall have no obligation or duty to pay for or provide financial assistance for a drug/alcohol treatment program. Referral to treatment creates no protections from other disciplinary actions.

24. If a drug test result shows that the employee has tested positive for a controlled substance, the employee shall be terminated.

25. Employees may direct any questions regarding this policy to the Human Resource Officer.

26. Reporting Violations – All employees have the responsibility to immediately report unsafe working conditions or hazardous activities that may jeopardize their safety, the safety of fellow employees and the safety of the public we serve. This includes the responsibility to immediately report any violations of this Drug and Alcohol policy.

J. <u>Nonsmoking Policy:</u>

It is the policy of the district to comply with all applicable federal, state, and local regulations regarding smoking and the use of tobacco products (including e-cigarettes or vaporless cigarettes) in the work place and to provide a work environment that promotes productivity and the well-being of its employees.

1. The district recognizes that smoking in the work place can adversely affect employees. Accordingly, smoking is restricted at all District facilities and grounds.

2. Smoking is prohibited inside all District facilities and vehicles. The Supervisors are responsible for implementing and monitoring smoking regulations, and supervisors/department managers are expected to enforce such regulations. The smoking policy applies to employees during working time and to customers and visitors while on District premises.

3. Employees who wish to smoke may do so outside of District facilities and vehicles, as long as, they are at least 25’ from any entry way, exit, open or closed window or air intake.

4. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers as regards the smoking policy. However, smokers have a special obligation not to abuse break and work rules. Complaints about smoking issues should be resolved at the lowest level possible but may be processed through the District’s grievance procedure. Employees who violate the policy will be subject to disciplinary action.

5. The district does not discriminate against individuals on the basis of their use of legal products, such as tobacco, if the use occurs during non-working time or off of the District’s premises.

K. Serious & Communicable Diseases:

It is the policy of the district that employees with infectious, long-term, life threatening, or other serious diseases may work as long as they are physically and mentally able to perform the duties of their job without undue risk to their own health or that of other employees or customers of District services.

1. Serious diseases for the purposes of this policy include, but are not limited to, cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, drug resistant tuberculosis, chronic fatigue syndrome, human immune deficiency virus (“HIV”) and acquired immune deficiency syndrome (“AIDS”).

2. The district will support, where feasible and practical, educational programs to enhance employee awareness and understanding of serious diseases.

3. Employees afflicted with a serious disease are to be treated no differently than any other employee. However, if the serious disease affects their ability to perform assigned duties, such employees are to be treated like other

employees who have disabilities that limit their job performance and will be provided reasonable accommodation as long as there is no undue hardship on District operations.

4. Employees who are diagnosed as having a serious disease and who want an accommodation shall inform their supervisor, the Fire Chief or the Personnel Director of their condition as soon as possible. Anyone receiving such a report shall respond with compassion and understanding. In addition, they shall review with the employee District policy on such issues as employee assistance, leaves and disability, infection control, requesting and granting accommodations, the District's continuing expectation regarding the employee's performance and attendance, and available benefits.

5. Employees who have a serious disease and who want an accommodation shall provide the Fire Chief and Human Resource officer with any pertinent medical records needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. The district may also require a doctor's certification of an employee's ability to perform job duties safely. Additionally, the District may request that an employee submit to a medical examination if it believes the employee is a health or safety threat to themselves or others.

6. The district will maintain the confidentiality of the diagnosis and medical records of employees with serious diseases, unless otherwise required by law. Information relating to an employee's serious disease will not be disclosed to other employees unless the information is, in the opinion of the Fire Chief, necessary to protect the health or safety of the employee, coworkers, or others.

7. The District will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. Universal precautions, engineering and work practice controls, and personal protective equipment will be utilized to limit the spread of diseases in the work place.

8. Employees concerned about being infected with a communicable disease by a coworker, customer, or other person shall convey this concern to their supervisor, the Fire Chief or the Human Resource Officer. Employees who refuse to work with or perform services for a person known or suspected to have a serious disease, without first discussing their concern with a supervisor,

will be subject to discipline, up to and including termination. In addition, where there is little or no evidence of risk of infection to the concerned employee, that employee may be assigned to work with or perform services for any other employee or customer as required by the district.

L. Work Place Violence:

It is the policy of the NSFD that threats or acts of physical violence, including verbal abuse, bullying, intimidation, harassment, and/or coercion which involve or affect District employees, or which occur on District property or at District functions shall not be tolerated.

1. Threats or Acts of Violence are defined as conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the condition of District employment, or to create a hostile, abusive or intimidating work environment for one or more District employees.

2. Prohibited workplace violence includes, but is not limited to, the following:

   a. Threats or acts of violence occurring on District premises, regardless of the relationship of the district with the individual(s) involved.

   b. Threats or acts of violence not occurring on District premises but involving someone who is acting in the capacity of a representative of the District.

   c. Threats or acts of violence not occurring on District premises but involving an employee of the District if the threats or acts of violence affect the legitimate interests of the District.

3. Any employee who experiences or witnesses such acts, conduct, behavior, or communications that would fall within the definition above shall immediately notify their immediate supervisor or another member of management. Failure to report such information according to the guidelines within this policy shall be grounds for disciplinary action.

4. The district shall promptly and thoroughly investigate any report of threats or acts of violence. The identity of the individual making a report shall be protected to the greatest extent possible.

5. Any employee determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines shall be subject to disciplinary action, up to and including dismissal.

6. Incidents of workplace violence that involve criminal conduct shall be referred to law enforcement for investigation and handling.

7. At the sole discretion of the Fire Chief, any employee who exhibits any potential warning signs, symptoms, and risk factors may be required to submit to a psychological fitness for duty evaluation. The cost of such evaluation shall be at the expense of the district.

8. Reporting Procedure:

    a. If the act of violence constitutes an emergency, an employee who witnesses or is made aware of the situation shall call 911. After contacting 911, the employee shall immediately contact the senior officer on duty. Upon receipt of such a report, the Fire Chief shall be notified as soon as possible.

    b. If a situation of workplace violence occurs but does not constitute an immediate emergency, the employee shall contact his immediate supervisor.

    c. It shall be the responsibility of the Fire Chief to direct the investigation into the allegation and determine any appropriate and necessary action.

M. <u>Employee Education:</u>

It shall be the policy of the district to conduct regularly scheduled training to ensure the highest quality of service is provided to the residents and visitors of the North Summit area and to develop teamwork and efficiency of operations during emergency incidents.

a. The training officers will organize, coordinate, and schedule training to meet local, state, and federal guidelines for all Fire, EMS, and Special Operations training. All training shall be documented, and records maintained by the Training Officer.

b. The Training Officers will be responsible to ensure compliance with all District Policies, Procedures, Standard Operating Guidelines, and that all safety regulations will be followed during training exercises.

c. Every attempt shall be made to offer quality training in-house. However, from time to time, persons may wish to attend training outside the district. All personnel wishing to participate in outside training must fill out the “Outside Training Request” form and submit it to the Fire Chief for approval. Selection of participating applicants will be based on the district’s training needs, timeliness of applications, prior outside training of the applicants and seniority. All registration costs and fees for training materials will be paid in full by the district upon approval of the requested training.

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Benjamin L. Nielson
Fire Chief

Tyler J Rowser
Administrative Battalion Chief

Tyler D. Leavitt
Deputy Fire Marshal

STAFF REPORT

To: Summit County Council
From: Fire Chief Nielson
Date: April 15, 2026
Subject: Approval of Notification of Employer Social Security Coverage Filing with Utah Retirement Systems (URS)

PURPOSE

The purpose of this report is to request approval from the Summit County Council to submit a **Notification of Employer Social Security Coverage** to the Utah Retirement Systems (URS) to document that the District is **exempt from Social Security participation**.

BACKGROUND

During a recent internal review of District employment and retirement documentation, it was identified that the required **Notification of Employer Social Security Coverage** form was not previously filed with URS.

This filing is a standard administrative requirement to formally document an employer's Social Security participation status. The District qualifies as **Social Security exempt**, as eligible employees participate in the Utah Retirement Systems (URS) in lieu of Social Security.

The absence of this filing appears to be an administrative oversight rather than a change in practice or employee benefit structure. The District has been operating consistent with URS participation requirements; however, the formal notification document was not submitted.

DISCUSSION

Submitting this notification will:

- Formally document the District's **Social Security exempt status** with URS
- Ensure compliance with State administrative requirements

- Correct District records and eliminate any potential discrepancies
- Provide clarity for future audits, reporting, and employee records

This action does **not** change employee benefits, retirement participation, or payroll practices. It is strictly a corrective administrative filing to accurately reflect the District's existing status.

FISCAL IMPACT

There is **no direct fiscal impact** associated with this action. The filing does not alter current contribution rates, employee benefits, or District financial obligations.

RECOMMENDATION

It is recommended that the Summit County Council approve the submission of the **Notification of Employer Social Security Coverage** to the Utah Retirement Systems to document the District's Social Security exempt status and correct this administrative oversight.

ATTACHMENTS

- Notification of Employer Social Security Coverage (URS Form)

Respectfully submitted,

Chief Benjamin L. Nielson
Fire Chief
North Summit Fire Service District

Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7318 | 800-753-7318
www.urs.org **Fax:** 801-366-7759

NOTIFICATION OF EMPLOYER SOCIAL SECURITY COVERAGE

INSTRUCTIONS

1. Use this form to notify URS of an employer's Social Security coverage.
2. **Please type or print clearly in black ink.**
3. Complete this form only if you are a current, participating URS employer. Otherwise, call 801-366-7302 and request the brochure, "Is URS Right for You?"
4. Mail and or fax the completed and signed form to the address above.
5. Please note this form is for URS administrative purposes only.

SECTION A » EMPLOYER INFORMATION

Employer Name	Employer Number	E-mail Address
North Summit Fire Service District	632	TRowser@NorthSummitFireUT.gov

Street Address	City	State	Zip	Telephone Number
90 E Center St, Coalville, UT 84017				435 - 350 - 3473

SECTION B » URS SYSTEMS AFFECTED BY SOCIAL SECURITY EXEMPTION STATUS

I am certifying that the above referenced employer is exempt from Social Security coverage. I acknowledge that the exemption applies to participating in the following URS systems.

Coverage Affected by the Change:

	Yes	No	N/A
Public Employees	☒ Yes	☐ No	☐ N/A
Public Safety*	☒ Yes	☐ No	☐ N/A
Firefighters*	☒ Yes	☐ No	☐ N/A

Effective Date of Coverage Change: 16 July 2025
(mm/dd/yyyy)

*Contribution rate changes may apply.

SECTION C » EMPLOYER CERTIFICATION

By signing below, you:

» Certify that the information provided on this form is true, correct, and complete, to the best of your knowledge.

» Understand that URS does not provide tax, legal, or accounting advice.

» Understand this form has been prepared for informational purposes only and is not intended to provide, and should not be relied upon, for tax, legal, or accounting advice.

Print Name of Employer's Duly Authorized Representative	Title	Date
Canice Harte	Council Chair	15 April 2026

Signature

Interstate 80
Jeremy Ranch Bridges
RECONSTRUCTION
by UDOT

Summit County Council Meeting
April 15, 2026

UDOT Keeping Utah Moving

Agenda

- Projects Overview
- Schedule
- What to Expect
- Public Outreach
- Questions

Projects Overview

Nearby UDOT Projects

I-80

- **6** Construction Projects in Summit and Salt Lake Counties
- Improving Bridges at **8** Locations
- **49** Miles of Culvert Rehabilitation
- **11** Miles of Fiber Installation
- **22** Lane Miles of Repaving

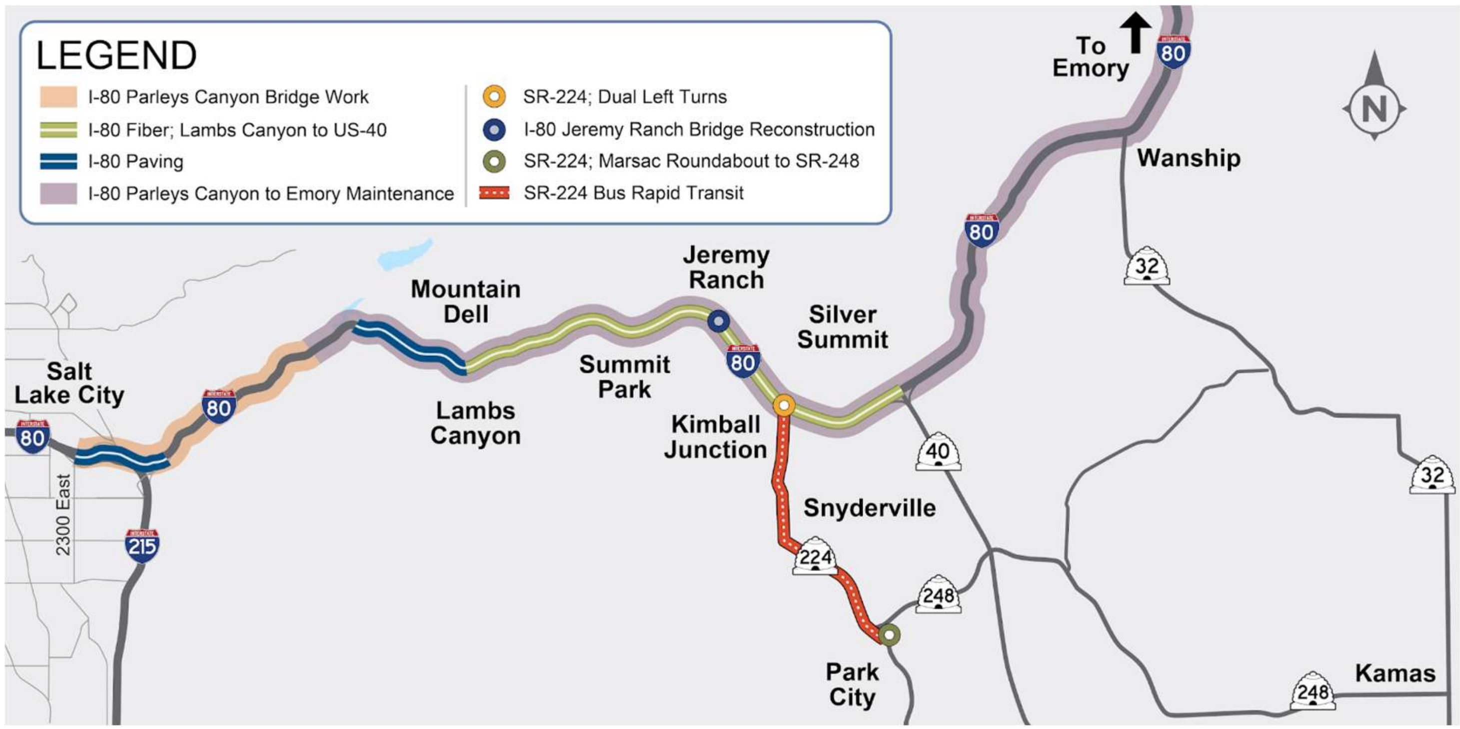
SR-224

- **3** Construction Projects in Park City
- **2** Intersections Improved
- **1** New Bus Rapid Transit System

Scan to view combined website

UDOT Keeping Utah Moving

Nearby UDOT Projects (2026-2027)



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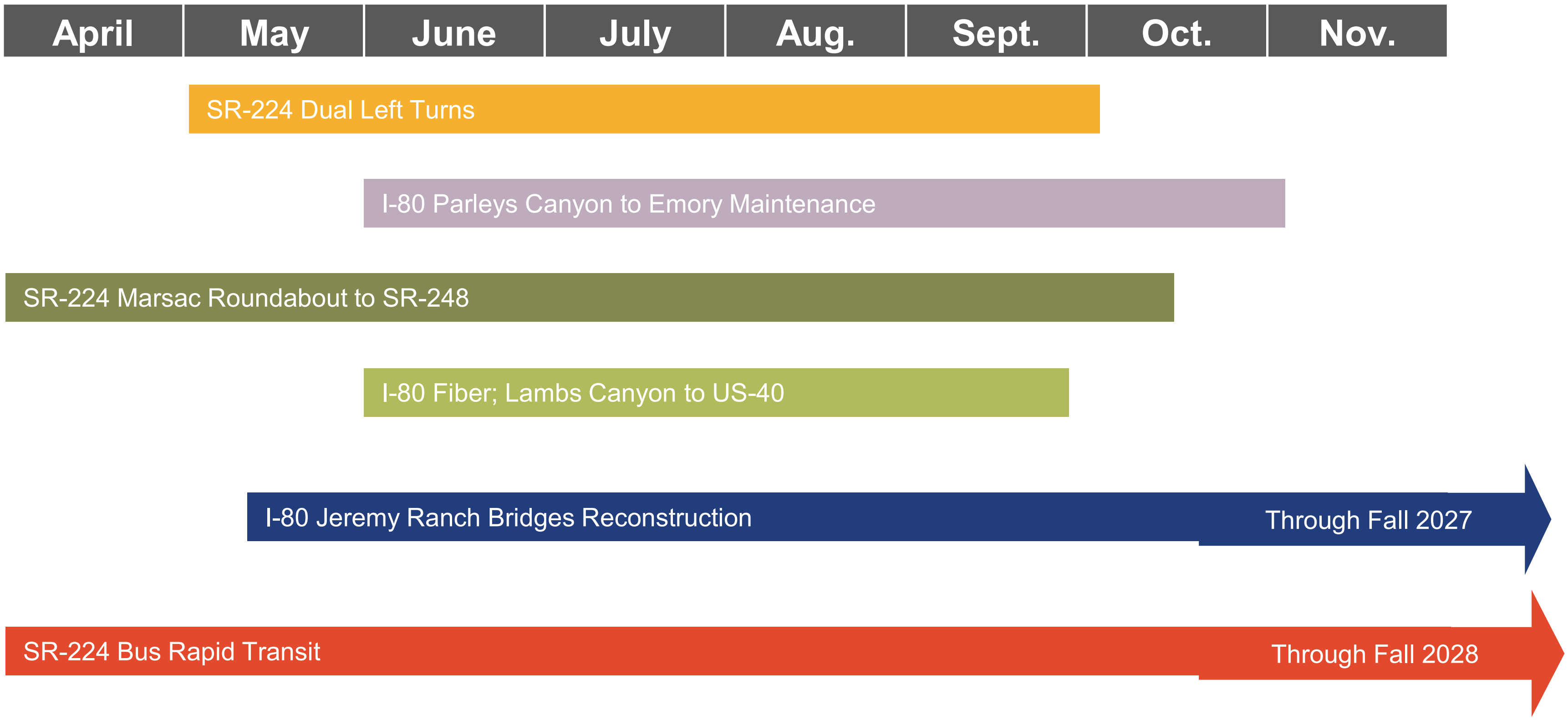

April
May
June
July
Aug.
Sept.
Oct.
Nov.
SR-224 Dual Left Turns
I-80 Parleys Canyon to Emory Maintenance
SR-224 Marsac Roundabout to SR-248
I-80 Fiber; Lambs Canyon to US-40
I-80 Jeremy Ranch Bridges Reconstruction
Through Fall 2027
SR-224 Bus Rapid Transit
Through Fall 2028

Project Overview

I-80 Jeremy Ranch Bridges Reconstruction

- Replacing existing eastbound and westbound I-80 bridges at Jeremy Ranch (Exit 141)
- Pedestrian and bicyclist access will remain open along the Homestead Road trail under I-80

Accelerated Bridge Construction (ABC) Method

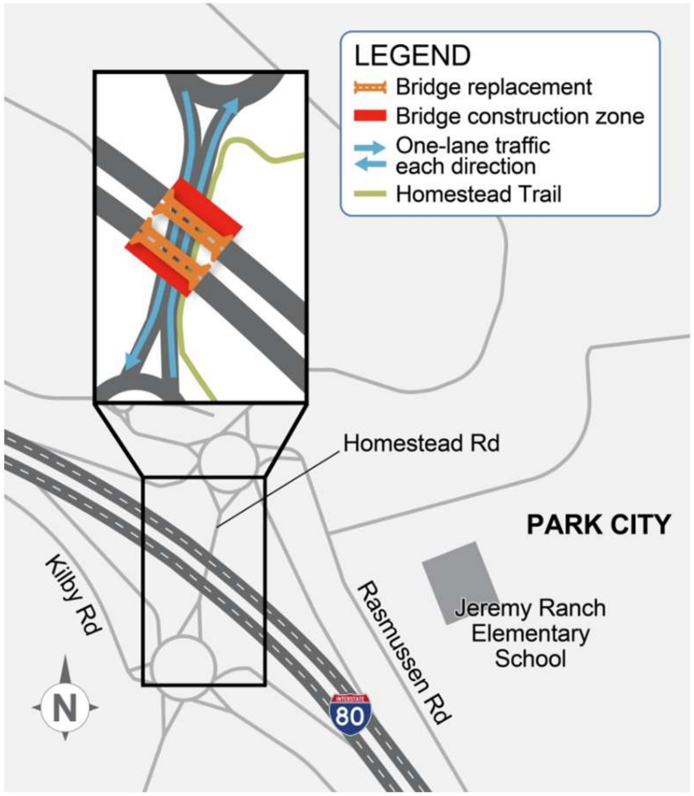
- Build new bridges next to existing bridges to minimize impacts to I-80
- Crews will demolish the existing bridges and slide the new ones into place
- ABC method used previously at many I-80 locations (ex. 1300 East)

Timelapse of UDOT's I-80 1300 East bridge slide

What to Expect

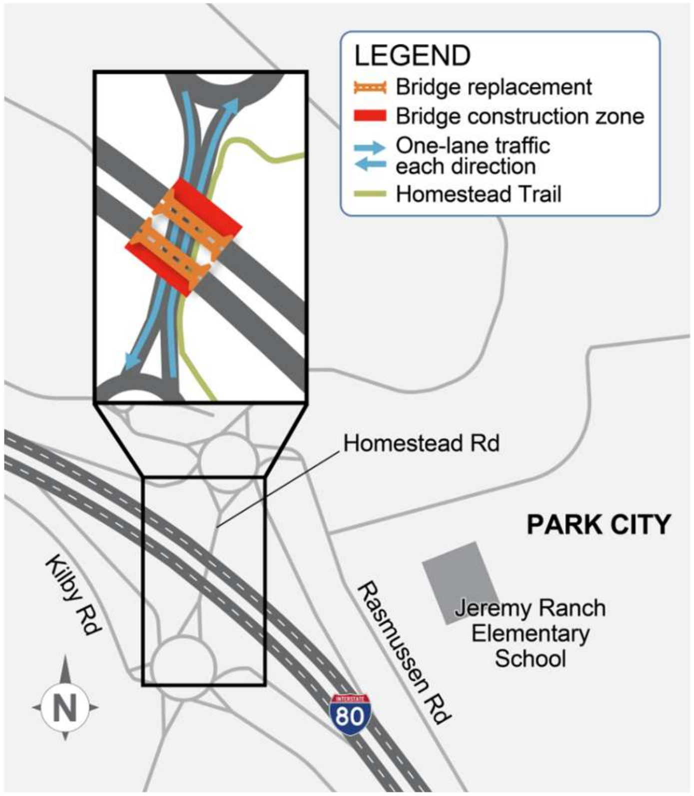
Homestead Road

- Traffic shifts with **one travel lane open in each direction**
- Travel delays can be expected during peak hours
- Trail will be shifted to remain open with a physical barrier
- Increased night noise, dust, and light in the area
- Alternate routes include Parleys Lane and Kimball Junction
- Increased night noise, dust, and light in the area



I-80

- Minimal I-80 impacts until the new bridges are slid into place
- Bridge slides will require **two weekend closures of I-80** (likely 2027)



Public Outreach

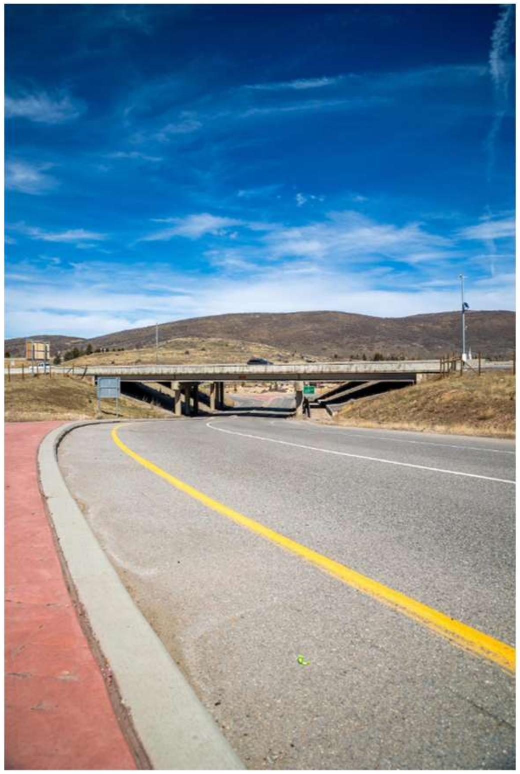
Public Outreach

Completed Outreach

- SR-224 BRT construction kick-off event
- Quarry Village business canvassing
- Jeremy Ranch HOA annual meeting
- Summit County/Salt Lake County EMS groups

Upcoming Outreach

- Jeremy Ranch Country Club | April 16
- Weilenmann School of Discovery | April 21
- PCSD and Jeremy Ranch Elementary School | April 23
- Local event coordinators | April 24
- Two local pop-up tabling events | TBD (April/May)
- Mass and social media



UDOT Keeping Utah Moving

Outreach Methods

- Mass emails based on impacts
- I-80 projects will have text alerts
- Social media for major impacts (UDOT Wasatch Back and local groups)
- For up-to-date traffic impacts, visit udottraffic.utah.gov or download the UDOT Traffic mobile app

How can you help right now?

Sign up for and encourage others to sign up for project updates:
udotinput.utah.gov/SummitParleysImproved

UDOT Keeping Utah Moving

Questions?

Scan to sign up for email updates!

24/7 HOTLINE: 435-731-9296

EMAIL: i80jeremyranch@utah.gov

WEBSITE: udotinput.utah.gov/i80jeremyranch

Assessor
60 North Main
Coalville, UT 84017
summitcountyassessor.org

TO: Summit County Council

FROM: Stephanie Poll, Summit County Assessor

DATE: 15 April 2026

RE: Consideration of Discretionary Tax Abatement – Parcel: SS-67-13

Statement of Facts

1) On January 23, 2025, an individual fraudulently recorded a QCD changing the ownership from Jenny Marzo to Brandon Monthey and Debra Lyon (attached). The Recorder's office has confirmed that this was fraudulent.
2) The TYLER system task list of ownership changes prompted the Asessor's office to remove the exemption and send out notification to who we thought were the new owners.
3) A case has been filed in Third District Court, CASE NO. 25-L05672 (attached).
4) Jenny Marzo has made application and the exemption has been reinstated for 2026.

Staff Recommendation

The Assessor's office followed the correct procedures and while there is not necessarily a county error, we feel that the removal of the exemption would not have taken place had there not been fraudulent activity against the taxpayer. The staff recommend approving this discretionary abatement for 2025.

Refund Calculation

Difference in Primary and Non-Primary Taxes Tax Year 2025 would be: $1,766.17. This is for the home and 1 acre. The remaining acreage in on greenbelt and was not affected.

ENTRY NO. 01230523
01/23/2025 03:18:15 PM B: 2847 P: 0310
Quit Claim Deed PAGE 1/2
GREGORY R. WOLBACH, PLS, COUNTY RECORDER-SURVEYOR
FEE 40.00 BY BRANDON MONTHEY

Recorded at Request of Brandon Monthey

at SLC UT . M. Fee Paid $ 0 .

by Joshua Bruce Williams Dep. Book 0 Page 0 Ref.:

Mail tax notice to ~~Brandon~~ Debra E Address 4323 S. Crusader DR. Salt Lake City, UT 84107

QUIT-CLAIM DEED

Jenny Marzo ,County of ~~Summit~~ Salt Lake JW grantor

,State of Utah, hereby

QUIT-CLAIM to

Brandon E Monthey All as joint teneant.
Debra Lyon

of grantee

for the sum of 10 dollars and good faith Dollars

The following described tract of land in Summit County. See attached description

State of Utah:

Witness the hand of said grantor, this 22nd day of January in the year 2025

signed in the presence of Joshua Bruce Williams

Joshua Bruce Williams

NOTARY PUBLIC
JOSHUA BRUCE WILLIAMS
740804
MY COMMISSION EXPIRES
DECEMBER 26, 2028
STATE OF UTAH

STATE OF UTAH

County of Salt Lake

On the 22nd day of January 2025 personally appeared before me

Brandon E Monthey & Debra L Lyon & Jenny Marzo

the signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

My commission expires 12/26/28 Address SLC, UT

EXHIBIT A

LEGAL DESCRIPTION

Order Number: 26363

BEGINNING AT A POINT THAT IS DUE EAST 10887.985 FEET AND DUE SOUTH 3014.628 FEET FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH (SAID NORTHWEST CORNER BEARING 1°06'56" WEST FROM SOUTHWEST CORNER AND BEING THE BASIS OF BEARING FOR THIS DESCRIPTION); THENCE NORTH 1°43'22" EAST 528.620 FEET; THENCE NORTH 21°31'21" WEST 255 FEET; THENCE NORTH 63°12'33" EAST 228.028 FEET; THENCE NORTH 44°42' EAST 675.296 FEET; THENCE NORTH 40°19'43" EAST 114.046 FEET; THENCE SOUTH 54° EAST 1163.858 FEET; THENCE SOUTH 16°13'07" WEST 1167.639 FEET; THENCE NORTH 74° WEST 1342.148 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A 50 FOOT RIGHT OF WAY DESIGNED AS RIGHT OF WAY "D" AND "H".

RIGHT OF WAY "D": A 50 FOOT RIGHT OF WAY, 25 FEET ON EACH SIDE OF ITS CENTER LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH 89°50'48" WEST ALONG THE SECTION LINE 3271.013 FEET AND DUE SOUTH 392.243 FEET FROM THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID CORNER BEING NORTH 89°49'27" EAST 15,876.138 FEET FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WHICH CORNER IS NORTH 1°06'55" WEST (USED AS THE BASIS OF BEARING IN THIS DESCRIPTION) FROM THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 40°19'43" WEST 1727.082 FEET; THENCE SOUTH 44°42' WEST 675.296 FEET; THENCE SOUTH 63°12'33" WEST 228.028 FEET; THENCE SOUTH 21°31'21" EAST 255.000 FEET; THENCE SOUTH 1°43'22" WEST 528.620 FEET.

RIGHT OF WAY "H": A 50 FOOT RIGHT OF WAY, 25 FEET ON EACH SIDE OF ITS CENTER LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH 89°38'12" EAST ALONG THE SECTION LINE 3710.608 FEET AND DUE NORTH 10,577.943 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WHICH CORNER IS NORTH 89°23'18" EAST (USED AS THE BASIS OF BEARING IN THIS DESCRIPTION) FROM THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 11°00' EAST 211.132 FEET; THENCE SOUTH 26°46'16" EAST 621.631 FEET; THENCE SOUTH 38°01'26" EAST 844.171 FEET; THENCE SOUTH 50°07'50" EAST 1146.571 FEET; THENCE SOUTH 21°31'21" EAST 126.608 FEET TO A POINT OF INTERSECTION WITH CENTER LINE OF ANOTHER 50 FOOT RIGHT OF WAY RUNNING EAST-WEST; THENCE SOUTH 21°31'21" EAST 255.00 FEET; THENCE SOUTH 1°43'22" WEST 665.301 FEET; THENCE SOUTH 16°05'10" WEST 1118.805 FEET; THENCE SOUTH 0° 40'43" WEST 1004.628 FEET TO THE SOUTH LINE OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

Parcel No.#: SS-67-13

Margaret H. Olson, #6296
Summit County Attorney
Byron F. Burmester, #6844
Prosecutor
6300 Justice Center Road
Park City, Utah 84098
Telephone (435) 615-3828
molson@summitcountyutah.gov
fburmester@summitcounty.org
Attorneys for Plaintiff

IN THE THIRD DISTRICT COURT
in and for SUMMIT COUNTY
STATE OF UTAH

THE STATE OF UTAH, Plaintiff, vs. BRANDON EUGENE MONTHEY, D.O.B. September 24, 1974 Defendant.	**INFORMATION** Summons OTN No. Case No. Judge Richard E. Mrazik SCSO Case No. 25-L05672

The undersigned prosecutor states on information and belief that the defendant, either directly or as a party, committed the crime(s) of:

1. FORGERY, in violation of Utah Code 76-6-501, a third degree felony, as follows, to wit:

That on or about January 23, 2025, in Summit County, State of Utah, the defendant, did, with purpose to defraud anyone, or with knowledge that he was facilitating a fraud to be perpetrated by anyone, (a) alter any writing of another without his authority or uttered the altered writing; or (b) make, complete, execute, authenticate, issue, transfer, publish, or utter any writing so that the writing or the making, completion, execution, authentication, issuance, transference, publication or utterance: (i) purported to be the act of another, whether the person was existent or nonexistent; (ii) purported to be an act on behalf of another party without the authority of that other party; or (iii) purported to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to be a copy of an original when no such original existed.

This Information is supported by a Statement of Probable Cause as follows:

On January 22, 2025, Defendants BRANDON MONTHEY and DEBRA LYON entered Zions Bank at 3880 South 700 East in Salt Lake City, Utah and presented a Quit-Claim Deed for parcel No. SS-67-13 in Summit County, Utah. Joshua Williams was a notary public at the Zions Bank and observed Defendant MONTHEY and Defendant LYON sign the document and notarized the signatures. There were no other people present.

Jenny Marzo is the lawful owner of parcel No. SS-67-13. She does not know either Defendant MONTHEY or Defendant LYON. She did not authorize the transfer of parcel No. SS-67-13. Marzo did not sign or otherwise affix her name to the Quit-Claim Deed.

On January 23, 2025, Defendants BRANDON MONTHEY and DEBRA LYON entered the Summit County Recorders Office in Coalville, Utah and filed the Quit-Claim Deed for parcel No. SS-67-13, now bearing the signature of Jenny Marzo, with Stacey Rees. The Defendants paid a $40 fee recording the transfer of the property from Jenny Marzo to the Defendants.

This Information is based on evidence obtained from the following witnesses:

Kevin Moody

[The State reserves the right to supplement its witness list as additional discovery warrants]

Authorized for presentment
and filing April 11, 2025.

MARGARET H. OLSON
Summit County Attorney

/s/ Byron F. Burmester
Prosecutor

DEFENDANT'S LAST KNOWN ADDRESS:

4323 South Crusader Drive
Murray, UT 84107

SUMMIT

COUNTY

UTAH

Discussion and consideration of Ordinance No. 1007 Enacting the Community Clean Energy Program

Emily Quinton
Sustainability Director
April 15, 2026

Outline

- Refresher: what is the Community Clean Energy Program?
- About the March 4, 2026 PSC order approving the program
- Explanation of initial program rate and customer noticing and opt out
- Anticipated timeline
- Program ordinance
    - Ordinance details: what does it do?
    - Discussion and consideration of ordinance

Requested Council Action:

- Share reaction and questions with staff for discussion
- Discuss and consider adopting Ordinance No. 1007

About the Community Clean Energy Program and how we got here

About the Community Clean Energy Program

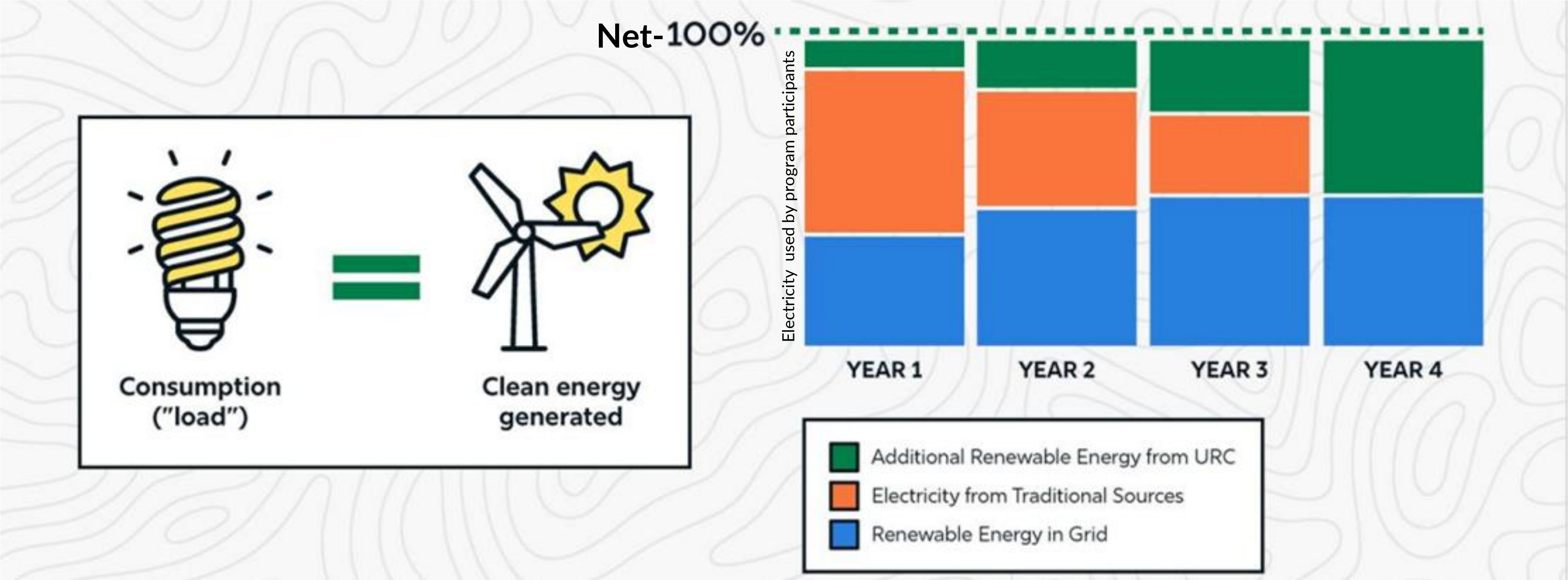
- The Community Clean Energy Program is a brand new program giving Utahns the ability to choose clean, reliable, affordable clean energy through Rocky Mountain Power (RMP)
- The Community Clean Energy Program was designed through a partnership between RMP and the Utah Renewable Communities (URC, formally the Community Renewable Energy Agency), of which we are a member
- In March 2026, the program was approved by the Utah Public Service Commission (PSC)
- If Summit County adopts the program, all eligible RMP customers in unincorporated Summit County will have a new option for choosing clean energy through their power bill
- By investing in clean energy, the Community Clean Energy Program will help meet Utah's growing energy needs while keeping power reliable and air cleaner for generations

The 19 communities involved in this effort adopted "Utah Renewable Communities" (URC) as an informal name for this work. It should be noted that the formal name of the program is the Community Clean Energy Program.

Driving clean energy development

Program goals

- ➢ Drive the development of clean energy while keeping the program affordable and accessible
- ➢ Build enough program resources to match the amount of electricity used annually by participants



Renewable options comparison

Homes, businesses, and local governments served by RMP have a few different ways to access clean energy. These include:

- Blue Sky allows participants to voluntarily contribute $1.95 per 100 kWh “block” to support renewable energy by:
    - Supporting grants to help organizations offset the cost of rooftop solar and
    - Fund the purchase of renewable energy certificates (RECs) nationwide
- Subscriber Solar offers shares in an existing 20 MW solar farm in Southern Utah. Participation is capped and RMP has not indicated they plan to build more projects for this program
- Customers with the resources that own their home or business can install rooftop solar. Doing so supports renewable energy growth and directly lowers monthly bills by producing at least a portion of the electricity used by the home or business

By supporting the development of **large-scale**, **new**, and **regionally based** clean energy projects, the Community Clean Energy Program can create impact that is **unique** to other options.

Program development process

1

Enabling Legislation and Rules Adopted

Utah legislature and PSC

Established requirements & defined pathway to develop program

2019

2

Net-100% Resolution Adopted

23 communities adopted

Established clean energy goal for initial eligibility. *No longer required*

Mar-Dec 2019

3

Governance Agreement Signed

19 communities signed

Adopted interlocal agreement to join the Community Renewable Energy Agency (aka URC board)

2021 – 2024

4

Utility Agreement Signed

All communities signed & RMP to sign

Outlines roles and responsibilities to take effect upon program approval and launch

2024

5

Program Application Submitted

Filed by RMP with significant URC involvement

Included testimony and hearings to detail how URC program will work and projected rates

Nov 2024;
Jan and Jun 2025

6

Program Approval

Utah PSC reviewed and released order

Resource valuation method and first power purchase agreement (PPA) approval pending

March 6, 2026

7

Participation Ordinance

Communities decide whether to adopt

Within 90 days of PSC approval, decide whether to enact program

By June 2, 2206

Recent PSC approval and key program details

PSC order

- On March 4th, the PSC issued an order approving the Community Clean Energy Program
- The order addressed key details like the initial program rate and customer opt out details, while leaving more complex issues for a follow up ruling
- What does this mean?
  - The order allows the program to move forward!
  - **The 90-day clock for communities to consider the ordinance has begun (until June 2)**
  - While the program is readied for launch, the URC board and support staff and RMP will continue collaborating with the other Parties* in the docket to propose solutions to remaining issues to the PSC
  - At the same time, URC and RMP are currently conducting negotiations with clean energy developers towards executing a contract for the first URC program resource(s)

*Other Parties: Division of Public Utilities, Office of Consumer Services, Sierra Club, and Western Resource Advocates

Initial program rate: residential flat fee

Eligible residential customers:
$4 per month

$3.88 monthly program participation fee +
$0.12 monthly surcharge for low income program
= $4.00 per month

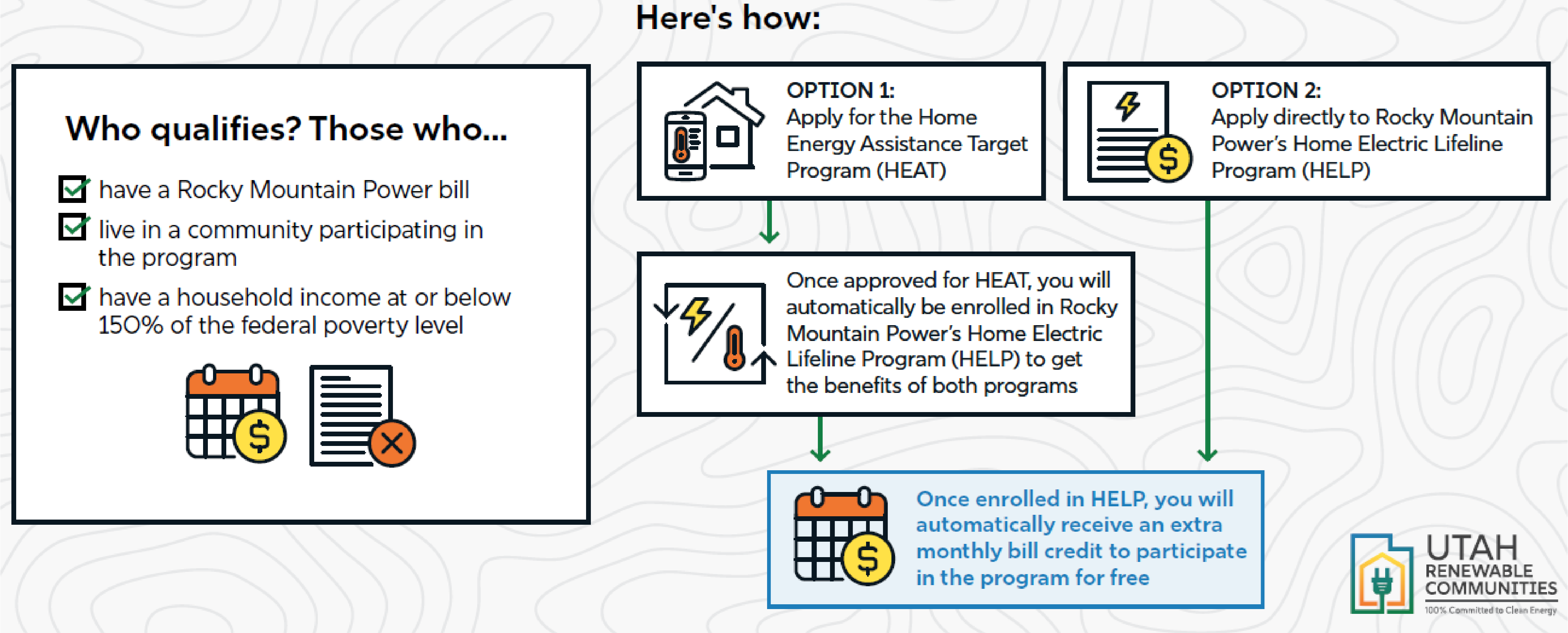
Qualifying low income residential customers: **$0 per month**

$3.88 monthly program participation fee -
$3.88 monthly enhanced bill credit
= $0.00 per month

Eligibility

All residential customers in participating communities are eligible to participate except those on Schedule 135.
Residential customers in participating communities with rooftop solar on Schedule 136 or 137 are eligible to participate.

How do customers qualify for the low income offerings?



Qualified low income customers can:

- ➢ Participate for free
- ➢ Opt out any time with no termination fee

Initial program rate: non-residential volumetric rate

Non-residential customers: **$0.00609 per kWh** used per month **+ $0.12 monthly surcharge** for low income program per month.

The total monthly cost depends on the amount of electricity used.

Example scenario: a medium office building used 6,880 kWh in May
- Without the program, their total RMP bill is $847.39 for the month
- With the program, the bill is an additional $42.02 for a total of $889.41, a ~5% increase

Eligibility

All non-residential customers in participating communities are eligible to participate except those with rooftop solar on Schedule 135. Non-residential customers in participating communities with rooftop solar on Schedule 136 or 137 are eligible to participate.

Program rates: long term

- Like all utility rates, the rates for the Community Clean Energy Program will be periodically adjusted and communicated accordingly
- Adjustments will occur no more than annually per the statute
- The PSC order says the following:

> "While future Program rates may diverge from those under RMP's proposal contingent on later determinations regarding Resource Valuation and changes to other underlying variables, **no evidence in the record suggests that Program rates are likely to meaningfully increase from the initial rates approved in this order. Instead, under RMP's proposal, they would decrease rather significantly after the first two years.** At the Program's inception, customers will be deciding whether to opt-out with reference to rates that are likely to be higher than rates charged later, after the reserve balances are sufficiently established."

Anticipated timeline & opt out details

"Implementation Date"
Noticing begins
~November 2, 2026

"Commencement Date"
Revenue collection begins
~January 1, 2027

PSC program approval:
March 4, 2026

Ordinance adoption:
within 90 days of PSC approval: ends June 2,2026

RMP preps billing system:
5 months following adoption window

Noticing period:
60 days following implementation

No fee cancellation period:
~ 4 months following commencement

Fee-Free Cancellation Period of 6 months

Program-eligible customers can opt out at any time after noticing begins

- There is no termination fee if a customer opts out within the six month "cancellation period"
- After the cancellation period, there is a $30 termination fee for residential customers
- The termination fee varies depending on rate schedule for non-residential customers
- Qualifying low-income customers never pay a termination fee
- Customers moving into or annexed into a participating community will be provided with a similar noticing and cancellation period, and can also exit the program at any time

Program ordinance

Background on the ordinance

- Per the Act and Rules: **"an eligible community identified in the application must pass an ordinance…in order to become a participating community" and "the local ordinance…shall be adopted by the municipality or county within 90 days after the date of the commission order approving the community clean energy program".** URC and RMP were required to include a draft ordinance in the Program Application
  - URC's outside attorney, Phil Russell, drafted the ordinance in 2022 with input from several URC board members and their municipal attorneys. The board adopted this first draft model ordinance in January 2023
  - Ahead of the Program Application being filed, the board adopted an updated model ordinance in January 2025 to reflect changes to Utah code made during the 2024 legislative session and other minor changes. This version was shared with the County Council on 11/19/2025
- Following the PSC order on March 4th, the ordinance was updated one more time to reflect the order and was distributed to all 19 communities to finalize
  - The Summit County Attorney's office assisted in transforming the template ordinance into the execution version Ordinance No. 1007 before Council today

Note: the ordinance does not spell out every detail regarding how the URC program works, instead, it refers to the PSC order, administrative rules, and Act for specific details

Ordinance preamble

The preamble lays out the history and context for the development of the Community Clean Energy Program, and the steps our community took to be eligible to enact the program:

- 2019 passage of HB 411 Community Renewable Energy Act, later changed to the Community "Clean" Energy Act, creation of rules adopted by the PSC
- Requirement that interested communities come together under a governance agreement to enable cooperative decision-making among communities and with RMP
- The requirement that interested communities sign a Utility Agreement with the utility and then adopt an ordinance following adoption of the program by the PSC
- Optional details about our community's health, safety, welfare, environmental stewardship, and other motivations to participate in the program

Ordinance details

The ordinance adopts the Community Clean Energy Program

- Put another way: by vote of the Summit County Council, our community is opted in, then all eligible RMP customers in our community have the choice whether to stay in the program or opt out

Details covered in Exhibit A to the ordinance:

- All customers except those on Schedule 135 (net metering) are eligible
- Program implementation begins the day that RMP sends the first notices. RMP must provide two notices to each customer, each separate from the monthly bill
- Customers are automatically enrolled and can opt out anytime by providing notice to RMP
- There are circumstances in which a customer does not pay a termination fee for opting out: during the “cancellation period”, ceasing to be a RMP customer or moving out of a participating community, undergoing bankruptcy proceedings, or being enrolled in Schedule 3 bill assistance
- Clean energy resources can be acquired by RMP for the program
- The PSC determines the program rate and can approve adjustments to the rates
- RMP is responsible for billing customers and notifying them of changes to the program rate

Ordinance details continued

Communities that adopt the program are responsible for:

- Entering into a utility agreement (we have already signed the utility agreement)
- Costs: Summit County is only responsible for*:
  - Costs we have already covered via our contribution to the Agency when we joined. The Agency was required to cover costs incurred by the Division of Public Utilities and Office of Consumer Services in hiring consultants to evaluate the program
  - Reimbursing RMP for the cost of providing two notices to all customers (estimated to be ~$16,000)
  - Costs to participate in the program ourselves, on our RMP bills, if we keep County facilities enrolled

*The ordinance states that Summit County will not be responsible for any other program costs. While not an obligation, an ask has been made to URC members to consider an additional voluntary contribution to the Agency's budget later in 2026. This would help bridge the gap between now and when the Agency's costs will be covered by program revenue.

Analysis and next steps

SUMMIT COUNTY UTAH

UTAH RENEWABLE COMMUNITIES
100% Committed to Clean Energy

Policy analysis

Summit County has played an important role in bringing the Community Clean Energy Program to life:

- Council Members and staff have engaged in researching, analyzing, and evaluating ways to make renewable energy widely available for over a decade. This work has always involved coordination with RMP, other local governments, and non-profit partners to look within Utah and nationally for potential solutions. These efforts helped to drive the development and passage of HB 411, creating the pathway for the Community Clean Energy Program to exist
- While pursuing large-scale solutions, the County has also offered programs to lower barriers to adoption of clean energy, such as past "solarize" campaigns and fee waivers, and ongoing educational efforts aimed at raising awareness about the health, environmental, and economic benefits of clean energy
- And throughout the years, the County has also pursued several strategies to power County operations with clean energy, notably through rooftop solar and the Elektron solar project

From Resolutions 2019-29 and 2026-04:

1. *Renewable Energy Goals: Summit County will implement strategies and policies to…*

    b. Achieve an amount equivalent to 100% of the annual electric energy supply for participating customers from a renewable energy resource by 2030.

Policy analysis continued

- The Community Clean Energy Program, should the Council choose to enact it, will provide a new opportunity for all eligible homes and businesses within our community to choose clean energy through their RMP bill. At a time when energy demand is increasing, the Community Clean Energy Program offers a unique and possibly once-in-a-generation opportunity to bring community and customer support together to drive the development of clean energy for Utah and the region. Taking this action would contribute to avoiding air pollution and greenhouse gas emissions, and supporting human and environmental health, which aligns with the County's and Health Department's vision and mission.
- Between the Act, Rules, Program Application, PSC ruling, and plans and preparations of URC and RMP, numerous provisions are in place to protect and inform customers of their option to remain in the program or exit
- Ordinance No. 1007 is available for the Summit County Council to discuss and consider adopting:
  - If Council adopts the ordinance, we will officially bring the Community Clean Energy Program to our community and will continue to be part of the URC board, collaborating with RMP to launch and operate the program
  - If Council does not adopt the ordinance, the Community Clean Energy Program will not be an option for our community and we will no longer be part of the URC board

Discussion and possible Council action

Summit County Utah

Utah Renewable Communities
100% Committed to Clean Energy

Thank you!

Additional information can be found in several locations:

- All meeting materials are posted to the Utah Public Notice website
- @UtahRenewableCommunities on Instagram, Facebook, YouTube
- Online at https://www.utahrenewablecommunities.org/
- Subscribe to the URC e-newsletter (scan the QR code)

STAFF REPORT

To:	Summit County Council
From:	Emily Quinton, Sustainability Director
Date of meeting:	April 15, 2026
Subjects:	(1) Informational briefing regarding Community Clean Energy Program March 4, 2026 “Order Approving Program with Modifications” from the Utah Public Service Commission (2) Discussion and consideration of Ordinance No. 1007 Enacting Community Clean Energy Program

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PRESENTATION PURPOSE & REQUESTED COUNCIL ACTION

Staff will provide an update and overview of the March 4, 2026 order by the Utah Public Service Commission approving the Community Clean Energy Program and will introduce Ordinance No. 1007 Enacting the Community Clean Energy Program. Staff request that Council Members share any questions they have about the program, the recent PSC order, and Ordinance No. 1007. If Council Members are ready, it is requested that Council discuss and consider Ordinance No. 1007.

SUMMARY OF KEY POINTS

- The Utah Public Service Commission (PSC) approved the Community Clean Energy Program on March 4, 2026.
- Summit County has been engaged in the effort to build the Community Clean Energy Program as a member of the Community Renewable Energy Agency, also called the Utah Renewable Communities (URC), since 2021. The Community Clean Energy Program is a joint effort between URC and Rocky Mountain Power (RMP).
- Following the recent PSC approval, all 19 communities involved have one final decision to determine whether to enact the final program within our respective boundaries by adopting the program ordinance. The ordinance adoption process runs 90 days from the PSC order through June 2, 2026.
- The Community Clean Energy Program, should the Summit County Council choose to enact it, will provide a new opportunity for nearly all homes and businesses within our community to choose clean energy through their RMP bill. A new line item will be added to customer RMP bills to support the investment in clean energy, with the option to exit at any time.
- The program is several months from kicking off. It is estimated that customers won’t receive notices alerting them that the program is about to start until the end of 2026. Then, the new URC clean energy line item on their bill would start in early 2027 (estimated).

- The initial residential rate set by the PSC is $4 per month and income-eligible customers can receive a bill credit, enabling them to participate for free.
- The program supports the addition of new, utility-scale clean energy development to the RMP grid and is distinct from other clean energy offerings.
- Ordinance No. 1007 is available for the Summit County Council to discuss and consider adopting.
  - If adopted, the Community Clean Energy Program will be available to our community and Summit County will continue to be part of the URC Agency, collaborating with RMP to launch and operate the program.
  - If not adopted, the Community Clean Energy Program will not be an option for our community and Summit County will no longer be part of the URC Agency.

NOTE ABOUT PROGRAM NAME

This effort has gone by various names over the years that staff have used publicly and with Council, most notably: Utah 100, CREA, and recently, URC. In recent weeks as URC has worked with RMP to issue a press release about the PSC order and prepare for program implementation, consensus has been reached to align with how the program is named in statute: Community Clean Energy Program. The communities intend to continue using Utah Renewable Communities or URC to describe our collaboration. Therefore, it is the Community Clean Energy Program brought by URC and RMP. Because staff and Council Members are used to using other names, it is possible that URC may still be used more broadly in this presentation.

BACKGROUND

Legislative background

During the 2019 General Session, the Utah State Legislature passed the Utah Community Renewable Energy Act (Act)[1], Utah State Code §54-17-901 to §54-17-909[2] (later renamed the "Community Clean Energy Act" in 2024[3]), creating a pathway for communities to work together to establish a new clean energy program in partnership with RMP, a subsidiary of PacifiCorp, for residents and businesses in participating communities. Rules Governing the Community Clean Energy Program (Rules), Utah Administrative Code R746-314[4], were also adopted in 2019 by the PSC to implement the Act. The Act and associated Rules outlined a process whereby interested communities could work with RMP to develop a Program Application that the utility could file with the PSC on behalf of those communities. During the 2026 legislative session, additional amendments were adopted by the State legislature to this section of code[5] regarding additional customer noticing and opt out features.

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[1] HB 411 (2019) Community Renewable Energy Act

[2] State Code §54-17-901 to §54-17-901 Community Clean Energy Act

[3] HB 241 (2024) Clean Energy Amendments

[4] Utah Administrative Code R746-314 Rules Governing the Community Renewable Energy Program

[5] HB 238 (2026) Utah Energy Generation and Transmission Planning

These changes are not anticipated to have a significant impact on the Program and are pending the Governor's signature.

Community involvement

To pursue this opportunity, and as contemplated by the original version of the Act, 23 Utah communities, including Summit County[6] established clean energy goals by the end of 2019, taking the first step towards participating in the effort to jointly design a program in partnership with RMP. Eighteen of the original 23 interested communities continued participating by adopting the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program, creating the Community Renewable Energy Agency (Agency), known informally as URC. Following a change to the enabling legislation in 2024[7] which removed the requirement that a community establish a clean energy goal to be eligible to participate, one additional community, Midvale City, joined the Agency in 2024, bringing the number of participating communities to 19. Summit County was one of the first communities to join the Agency by adopting the governance agreement in April 2021[8].

Three subcommittees were formed by the board in 2021 to advance program development: the Program Design, Low-Income Plan, and Communications Committees. Board members and support staff from URC communities appointed to and supporting these committees have worked diligently and thoughtfully since 2021 to design the program, with the Program Design Committee working closely with the Agency's legal and technical consultants and directly with RMP to negotiate the program. In addition, board officers serving in the roles of Chair, Vice-Chair, Treasurer, and Secretary have been appointed by the board over the years to assist in managing the Agency's finances, planning and running meetings, documenting the Agency's activities, and organizing the appointed board members from each of the 19 member communities. Summit County Council Members and staff have consistently participated in the Program Design and Low-Income Plan Committees, and Emily has served as the Board Secretary throughout the life of the Agency so far.

It is important to note that beyond completing the steps necessary to engage in the development of the Community Clean Energy Program and being an active member of the Board and committees, Summit County has been engaged in collaborating with other local governments to identify and pursue solutions to drive clean energy development for over a decade. This includes the co-commissioning of a study along with Park City Municipal and Salt Lake City which, when completed in 2017[9], helped to spur continued work with RMP to pursue legislation that become the foundation from the Community Clean Energy Program today.

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[6] Staff report from November 20, 2019, and Resolution 2019-29

[7] SB 214 (2024) Community Renewable Energy Amendments

[8] Staff report from April 28, 2021 and Resolution 2021-04

[9] 2017 Community Renewable Energy Study

ABOUT THE COMMUNITY CLEAN ENERGY PROGRAM

Goals and basic information about how the program will work

URC's goals with the Community Clean Energy Program are to drive the development of clean energy while keeping the program affordable and accessible for customers and to build enough program resources to match the amount of electricity used annually by program participants. While no longer required for communities to have joined the Agency, the URC board still aims to push for making net-100% clean electricity available to homes and businesses in participating communities by 2030, however, this target may be adjusted over time.

The clean energy counting towards the Community Clean Energy Program is proposed to come from both *existing* clean energy on the grid plus *new* clean energy projects specifically built to serve participating customers. These resources are and will be part of the PacifiCorp grid. PacifiCorp is RMP's parent company whose grid serves six states[10], including Utah. The Community Clean Energy Program has been developed and will be implemented in collaboration with RMP, and all participants will remain RMP customers. RMP will continue to be required to provide reliable power to all customers, regardless of a customer's program participation status. Additional program details are covered later in this document and are further defined through the Act, Rules, Program Application, and March 4th (and possibly future) PSC Orders.

Why create a new clean energy option?

Participating Communities, as defined under the Act, are served by RMP – i.e., they do not have their own municipal utilities – and their options for procuring clean energy resources are, therefore, limited. The Community Clean Energy Program would offer homes and businesses in unincorporated Summit County (and any of the 19 communities that move forward) with a new option for supporting clean energy. Furthermore, the program creates a unique opportunity to drive investment in new clean energy *at scale*, since collectively URC members represent about 25% of RMP's electricity sales in Utah[11], and in total, RMP serves about 80% of the electric load in Utah.

There are a variety of other reasons for communities to be involved in driving clean energy development in Utah, including economic development, particularly for rural communities, promoting energy sources that do not create air pollution, and more. Utah is facing an energy shortage, as our energy supply is projected to decrease while demand rises, according to Governor Cox's Operation Gigawatt[12]. We see the Community Clean Energy Program as part of the solution:

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[10] In February 2025, PacifiCorp announced their plans to exit Washington, which will reduce the number of states they operate in to five in the coming years

[11] This estimate is based on the 19 currently participating communities. It is possible that not all 19 communities enact the final program by passing the ordinance

[12] Information on Operation Gigawatt

the program will add hundreds of megawatts of new clean energy to the RMP grid to support our communities' clean energy goals and the region's growing energy needs.

The electricity used to power our homes and businesses comes from a collection of power plants connected to the grid. This includes electricity generated by natural gas, coal, wind, solar, hydropower, and more. Throughout the day, power plants are dispatched to generate enough electricity to meet the demand. Wind and solar power plants have no fuel costs, so they are often dispatched before coal and gas plants which do have fuel costs. When coal and natural gas plants generate electricity, greenhouse gases and air pollutants are emitted into the atmosphere as byproducts. By adding more clean energy to the grid, the URC program may reduce how often fossil fuel plants need to run, avoiding pollution that would otherwise have been created.

In addition to the environmental and health benefits, the URC program supports economic growth by bringing new energy development to areas of the state that are hotspots for solar, wind, or other clean energy development. New clean energy projects create construction and operational jobs; can provide resources to public schools via the Trust Lands Administration if projects are sited on certain state land; support private landowners if sited privately; and add to local counties' tax base. These benefits were captured in a recent study by The Western Way[13].

Program comparison

Homes, businesses, and local governments served by RMP have a few different ways to access clean energy. These include:

- Blue Sky: The Blue Sky[14] program has been around for nearly 26 years and allows participants to voluntarily contribute at $1.95 per 100 kWh "block" or 1.95 cents per kWh to support renewable energy. Blue Sky is an important program that supports grants to help organizations offset the cost of rooftop solar, including rooftop solar installs on Summit County facilities. Blue Sky participants also fund the purchase of renewable energy certificates (RECs) nationwide which, while helpful to the industry, does not significantly catalyze the growth of new utility-scale clean energy.
- Subscriber Solar[15]: The program offers RMP customers shares in an existing 20 MW solar farm in Southern Utah. While allowing customers to directly purchase a share of clean energy is an important benefit compared with Blue Sky, Subscriber Solar has a capped participation opportunity and RMP has not indicated they plan to build more projects to make available to additional subscribers.

[13] The Economic Benefits of Utah's Rural Renewable Energy Industry publication from The Western Way
[14] Blue Sky program
[15] Subscriber Solar program

- On site generation[16]: Customers can install rooftop or ground mounted solar at their homes or businesses. This is an important option to support renewable energy growth and energy security. However, it's expensive and only available to some types of customers with the funding and property types that allow for it.

For these reasons, the Community Clean Energy Program developed by URC and RMP offers a unique option for customers in that it will support the development of new clean energy at scale, be available to almost all RMP customers in participating communities (except those on Schedule 135 net metering) and is driven by the partnership between communities and RMP.

HOW AND WHY DID SUMMIT COUNTY GET INVOLVED

As previously mentioned, Summit County has a long history of pursuing community scale clean energy solutions and has been an active member of the URC Agency since 2021. Through the support of the County Council, County Administration, and staff, Summit County has completed all required steps to be an eligible community to adopt the Community Clean Energy Program. This process is outlined in Attachment A.

We became officially involved in 2021 to contribute to the effort to create a new option for clean energy for homes and businesses in our community. Joining the URC Agency provided an opportunity to advance our mission in promoting the health, safety, and welfare of residents and our sustainability and climate change action goals. When Summit County joined the Agency as an anchor community, we made a financial contribution to the Agency's budget for program development costs, totaling $41,098.22 over two fiscal years. Each of the 19 communities that are part of the URC Agency contributed to the program development costs in an amount that was proportional to each community's population and electricity load. Next, in terms of the official process in Attachment A, we signed the Utility Agreement[17] along with the other URC members in time to be included in RMP's initial Program Application filing in January 2025. Now that the PSC has approved the program, the Summit County Council has a final decision on whether to adopt the program ordinance. Doing so would bring the approved Community Clean Energy Program to all homes and businesses within our community.

The Utah, regional, and national energy and climate change action context has changed a lot since Summit County joined the Agency in 2021. These changes do not fundamentally impact why Summit County has been involved in the effort to create the Community Clean Energy Program as clean energy continue to be an important climate mitigation action and key piece of the energy puzzle that supports a healthy community and environment.

[16] Information on customer generation within RMP territory
[17] March 8, 2023 staff report regarding the Utility Agreement

PUBLIC SERVICE COMMISSION ORDER AND PROGRAM SOLICITATION

Program approval

As described by step 5 in Attachment A, the Act and Rules dictated that the proposed Community Clean Energy Program be filed by RMP with the PSC. Following years of careful work and negotiations between the URC and RMP, on January 24, 2025, and June 4, 2025, RMP submitted parts I and II, respectively, of a two-part Application to Implement Community Clean Energy Program Authorized by the Community Clean Energy Act (Docket 25-035-06[18]). As required by the Act, the Program Application included, among other items, information about the customers within the boundaries of the participating communities, projected rates under the proposed program, the Utility Agreement, plans for low-income assistance for each community, a draft ordinance that establishes an eligible community's participation in the program, and more. Rounds of direct, rebuttal, and surrebuttal testimony by the Parties to the docket followed[19]. The application process concluded with a Hearing and Public Witness Hearing in front of the PSC on December 16 and 17, 2025. The Parties to the docket are: RMP, URC, the Division of Public Utilities (DPU), the Office of Consumer Services (OCS), Western Resource Advocates, and the Sierra Club. Each party participated in the rounds of testimony and the hearing.

On March 4, 2026, the Utah PSC issued an Order[20] in Docket 25-035-06 ("Order") approving the Program with modifications. The PSC ruling was generally favorable for the program and URC Agency interests and provides clarity on how the program will work, the initial cost to participate, and more. However, the PSC did not resolve every issue the URC Agency and RMP raised in this docket. For unresolved items, the Order provided guidance and clear action items for the communities and RMP to move forward. URC is actively engaged with RMP to advance these items while also beginning to prepare for implementation of the program later this year. The following statements are copied from the Order providing key language around the approval:

- Findings of Fact 1.2 "*The PSC concludes the Act does not require the PSC to approve a Resource Valuation methodology as a prerequisite to approving the Program*."
- Findings of Fact 1.3 "*The PSC will consider the issue of Resource Valuation in a later proceeding, and the PSC encourages parties to be as proactive and collaborative as possible given the Agency's time constraints*."
- Findings of Fact 2.2. "*The PSC approves certain modifications to RMP's Program."*
- *On page 23: "The PSC finds the Program, as modified in this order and subject to future determinations that ensure the Program resources' costs are allocated consistently with the Act, will facilitate the Agency's constituent Communities obtaining access to renewable*

[18] Docket No: 25-035-06: Application to Implement Community Clean Energy Program Authorized by the Community Clean Energy Act

[19] All testimony is available on the docket website, linked in the footnote above. There are a few cases where information is redacted in the filed testimony to protect sensitive business information.

[20] March 4, 2026 Order Approving Program with Modifications

resources without shifting costs to non-participating customers. We find the Program to be in the public interest."

The PSC approval of the Community Clean Energy program on March 4, 2026, set off the 90-day ordinance adoption window, as required by the statute. Each URC community has until June 2, 2026, to pass the required ordinance to formally adopt the Program. More information about the ordinance is provided in the "Program Ordinance" section below.

Program Solicitation

As previously reported[21] by County staff, separately and ahead of the Program Application, on November 19, 2024, RMP filed an Application for Approval of Solicitation Process with the PSC describing the proposed process to solicit bids from clean energy developers (Docket 24-035-55[22]). The PSC granted the application in May 2025[23], clearing the way for URC to issue a Request for Proposals (RFP) on May 22, 2025[24]. Fifteen bids were initially received by the July 10 RFP deadline, one of which was later withdrawn[25]. From there, these bids were evaluated and scored by URC technical consultants, and an "initial short list" of six projects was selected by URC for further evaluation by RMP. URC received the results of this analysis in December 2025 and used this information to create a "final short list". In February 2026, the URC board approved Resolution 2026-02[26] selecting all four final short list projects for power purchase agreement (PPA) negotiations. PPA negotiations are currently underway and the process to execute an agreement with one or more projects will eventually coincide with follow-up on the Program Application with the PSC and preparations towards implementing the URC program.

PROGRAM DETAILS

Between the PSC order, the Program Application, and the underlying Act and Rules, there are several key details about how the program will work that this section covers.

Customer participation and opt-out

The URC program was established under statute as an "opt-out" program, meaning that every eligible RMP customer in a community which adopts the program ordinance will be automatically enrolled with the option to exit at any time. Customers in these communities will see a new clean energy line item ("Schedule 100") on their RMP bills as early as late 2026 or the first quarter of 2027.

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[21] November 19, 2025 staff report

[22] Docket No. 24-035-55 Application of Rocky Mountain Power for Approval of Solicitation Process for the Community Renewable Energy Program and Motion to Deviate from Utah Admin. Code R746-314-402(4)

[23] PSC approval of resource solicitation

[24] URC RFP website

[25] URC blog post regarding responses to the RFP

[26] URC Resolution 2026-02 Resolution of the Board Selecting Projects for Contract Negotiation

The new line item will only appear after certain additional processes by the Agency and RMP are completed and approved by the PSC.

This means that if the Summit County Council adopts the ordinance, all eligible RMP customers in unincorporated Summit County will be automatically enrolled when the Program commences, likely not until early 2027, with the choice to opt out. Customers will be able to exit the program at any time. There will be an initial six-month "cancellation period" whereby customers exiting the program can do so without incurring a termination fee. After the "cancellation period" customers can still exit at any time but will be subject to a termination fee. The termination fees are outlined in Attachment B. Qualified low-income customers (those enrolled in RMP's Schedule 3 Home Electric Lifeline Program, or HELP program[27]) can also opt out any time and will never pay a termination fee.

Customer noticing and estimated timeline

There are two distinct but important milestones in executing the Program, defined in the Order and the Act.

- "Program Implementation" happens when the first customer notices are mailed.
- "Program Commencement" is when RMP initiates collection of Program rates.

Once the ordinance deadline of June 2 passes and RMP concludes its customer service upgrades, which are estimated to take approximately five months, eligible RMP customers in participating communities (those that adopt the ordinance) will receive their first official notices about the Program. The first noticing date is defined as the beginning of "Program Implementation."

All eligible RMP customers in communities that adopt the Ordinance will receive two notices separate from their bills. This includes at least one mailed notice. The second notice will be mailed or digital, depending on customer communication preferences (i.e. if the customer has signed up for online billing.) Large commercial customers on Schedules 8 or 9 that have an electric load of one megawatt or greater will be offered a noticing meeting, which may be conducted in-person or via video conference. All RMP customers in a participating community will be eligible for the Community Clean Energy Program except for customers with rooftop solar on Schedule 135.

The URC Agency forecasts that customer noticing will begin in late 2026. As required in the Act and Rules and the Utility Agreement, any community that enacts the program (by passing the ordinance) is responsible for reimbursing RMP for the cost of providing the two required notices to all program eligible RMP customers within the community's boundaries. This expense is estimated to be $15,15.78 for Summit County. Beyond the required noticing process, any community moving forward with the program will work under guidance from the Agency's Low-Income Plan committee

[27] Information on utility bill assistance from RMP and Utah Community Action

to implement additional outreach strategies committed to in each community's plan for low-income assistance, which was filed along with the Program Application.

After the first notices go out, there will be two billing cycles, or approximately 60 days, until the clean energy line item appears on RMP customer bills. This period of initial Program rate collection is defined as "Program Commencement." The Agency is estimating that Program Commencement will occur in early 2027.

Please note that Utah House Bill 238 from 2026 passed and is currently awaiting the Governor's signature. This bill adds additional requirements for the customer notices that are not expected to add additional burden to the already planned noticing process (see footnote 5 for link).

Initial program rate

One of the most significant outcomes of the PSC Order is the establishment of the initial program rate. The PSC Order established an initial residential flat rate totaling $4 per month ($3.88 per month plus a $0.12 low-income program surcharge). This amount is in line with the Agency's targeted dollar amount to keep the program affordable and accessible to customers.

The low-income proposal from the Agency was also approved by the PSC. Income-qualified residents who are on Schedule 3 (RMP's HELP assistance program) will see a monthly rate of $3.88 which will be matched by a $3.88 credit on their bill, making the program free for these customers.

For all other (non-residential) customer classes, the PSC approved a volumetric rate of $0.00609 per kWh and a low-income surcharge of $0.12 per month. Bill impacts for these commercial customers will depend on the amount of electricity they use each month.

Program rates over time

Rates will be adjusted periodically (not more than annually) to account for actual customer participation, annual administrative cost true-ups, and the program valuation and resource costs. Regular rate adjustments happen with all other utility ratemaking and are not unique to the Community Clean Energy Program. It is not expected that future URC rates will increase significantly from the initial program rate. Importantly, the PSC in its Order recognized that future rates may even decline as the required administrative and resource reserve funds are established. Page 24 of the PSC Order states:

> *"While future Program rates may diverge from those under RMP's proposal contingent on later determinations regarding Resource Valuation and changes to other underlying variables, no evidence in the record suggests that Program rates are likely to meaningfully increase from the initial rates approved in this order.*

Instead, under RMP's proposal, they would decrease rather significantly after the first two years. At the Program's inception, customers will be deciding whether to opt-out with reference to rates that are likely to be higher than rates charged later, after the reserve balances are sufficiently established."

While this is not guaranteed and will be influenced by multiple factors including additional future resource procurements, the PSC found it within the public interest to allow the Program to begin with an initial fixed rate of $4 per month.

PROGRAM ORDINANCE

How the ordinance was developed

A draft of the ordinance was included in the Program Application filed by RMP in 2025 as required by the Act and Rules. The ordinance was originally drafted in 2022 and 2023 by URC's outside attorney with input from several municipal attorneys representing communities on the URC Program Design Committee. The URC board adopted this first draft of the template ordinance through Resolution 2023-01[28] in January 2023. Prior to the filing of the Program Application, the board adopted an updated template ordinance through Resolution 2025-02[29]. This next version was updated to reflect changes to the Act and Rules that removed the requirement that communities adopt a renewable energy goal by the end of 2019 to be eligible to participate.

Following the March 4, 2026, PSC Order, URC board members and our outside attorney prepared final revisions to the template ordinance. These edits included minor changes like updating the date of the PSC order and other changes to clarify where program details live, whether in the Act, Rules, Program Application, or PSC order. From there, staff from the Summit County Attorney's office and Sustainability division finalized an execution-ready version, Summit County Ordinance No. 1007, provided in the agenda packet and in Attachment C to this document.

Ordinance details

The ordinance must do two key things:

- Enact the approved program by the community adopting the ordinance and
- Make it clear that the PSC has the final say on how the program will work.

There are three sections in the ordinance that cover the following:

- *Preamble*: describes the history and context for development of the URC program, including the Act, Rules, Program Application, and PSC order. The preamble also lays out the steps Summit County took to be eligible to enact the program. The preamble is the one part of the

[28] URC board resolution 2023-01 Resolution of the Board Approving Model Ordinance Language

[29] URC board resolution 2025-02 Resolution of the Board Approving Updated Model Ordinance Language

ordinance that may look different for each of the 19 communities depending on how each community chooses to describe their reasoning for being part of the program.

- *Program adoption*: while short in length, this is the "action" of the ordinance - that the community's governing body votes to adopt the Community Clean Energy Program.
- *Exhibit A*: provides an overview of the program, not by spelling out every detail regarding how the URC program works, but by referring to the PSC order, Rules, Act for specific details. Exhibit A also describes key elements of the approved program that will occur if Summit County adopts the ordinance. This includes:
  - Enabling all retail electricity customers in the current and future boundaries of unincorporated Summit County to participate in the Program. Customers with rooftop solar are eligible to participate, except those on Schedule 135 (the older net metering schedule).
  - Defining the program "Implementation Date" as the date when RMP sends out its first notices to customers of their forthcoming enrollment in the Program and describing the noticing requirements of RMP.
  - Explaining that eligible customers will be enrolled in the Program if they receive notices and decline to opt-out by the date used in the notices and that any customer in a participating community who is not enrolled in the Program may opt-in at any time. Customers in the program can exit at any time.
  - Acknowledging the Termination Fees for customers who opt out after the cancellation period and situations when Termination Fees will not occur.
  - Describing the process and approvals needed for clean energy acquisition to serve the Program.
  - Acknowledging that the PSC determines the Program rate and can approve adjustments to the rates periodically.
  - Acknowledging that RMP is responsible for billing customers and notifying them of changes to the Program rate.
  - Describing the responsibilities of Summit County with the program, including:
    - We have participated in the design and approval of the Program and will continue to participate in future decisions regarding clean energy resource solicitation, acquisition, and other issues.
    - We entered into the Utility Agreement with RMP regarding the program. Summit County signed the Utility Agreement on September 12, 2024. The Utility Agreement is consistent for all communities and RMP.
    - Per the Utility Agreement, Summit County will reimburse RMP for their costs to provide the two required notices to all eligible customers within our boundary. This is estimated at about $16,000.

    - Summit County already allocated and paid funds (when we joined the Agency) which, in part, were used to reimburse the OCS and DPU for their costs of contracting third-party expertise to evaluate the program.
    - And, importantly, that the County will not be obligated to pay any costs related to the Community Clean Energy Program except for those already noted and the cost to participate if we keep our own County facilities enrolled in the program.

There are more details included in the ordinance than may be typical, including many one-time deadlines that will quickly stale in code. While a bit awkward, it was decided deliberately by the URC communities to spell out the details of the Program in the ordinance to offer transparency and clarity in one central location, without requiring community members to track down additional information in the Act, Rules, and Order.

Note about Agency budget

As stated above, Summit County is not responsible for any program costs beyond those stated in Ordinance No. 1007. In recent months, the URC board officers have taken a close look at the Agency's budget which has been funded by member contributions, two grant reimbursements, and bid fees from developers to offset the cost of running the solicitation for resources. Eventually, the Agency will receive $150,000 per year from program revenue to cover its ongoing costs. In the meantime, URC members have been asked to consider making a voluntary contribution to the Agency's budget to help bridge the gap. This is something that staff will look at if the Council adopts the Ordinance and Summit County will remain in the Agency.

SUMMARY, NEXT STEPS, AND REQUESTED ACTION

After seven years of thoughtful, intentional, and complex work to design, negotiate, and apply for approval, the Community Clean Energy Program has been approved by the Utah Public Service Commission. This milestone starts a 90-day clock for each of the 19 communities involved in URC to consider enacting the approved program by adopting the program ordinance by June 2, 2026. The PSC order established an initial program rate for residential and non-residential customers and approved what was proposed and some modifications to the customer noticing and opt out process. Some details of the program, including the specific methodology of how program resources will be valued, and the approval of the first program resource will require follow up with the PSC. URC will continue working with RMP and the other parties to the PSC docket to pursue and seek approval for these follow up items in parallel to the ordinance adoption timeline.

The following are the next steps and requested action for the Summit County Council:

- Provide questions and feedback on the material presented
- Discuss and consider Summit County Ordinance No. 1007

As Council considers Ordinance No. 1007, staff can provide additional insights, answer questions about the program, and offer policy considerations. Throughout the years of engaging in the process to create the Community Clean Energy Program, it is clear for staff that the program presents a unique and possibly once-in-a-generation opportunity to bring community values together with customer interest in partnership with RMP to support the development of new clean energy for Utah and the region. The clean energy that the program will support is a critical part of Summit County's energy future, promoting energy sources that avoid pollution and protect the health of people and the environment. Staff recognize that consideration of Ordinance No. 1007 is a serious decision for Council and would like to conclude by expressing gratitude for the County's leadership, vision, and tenacity for engaging in bringing forth the Community Clean Energy Program.

List of Attachments

- Attachment A: Process to develop the Community Clean Energy Program
- Attachment B: Termination fee per customer class for Schedule 100, which is the rate schedule for Community Clean Energy Program participants
- Attachment C: Summit County Ordinance No. 1007

Attachment A

URC program development process

Step	Milestone	Who	Details	Timing
1	Enabling Legislation and Rules Adopted	Utah legislature and PSC	Established requirements & defined pathway to develop program	2019
2	Net-100% Resolution Adopted	23 communities adopted	Established clean energy goal for initial Program eligibility. *No longer required*	Mar-Dec 2019
3	Governance Agreement Signed	19 communities signed	Adopted interlocal agreement to join the Community Renewable Energy Agency (aka URC board)	2021 – 2024
4	Utility Agreement Signed	All communities signed & RMP to sign	Outlines roles and responsibilities to take effect upon program approval and launch	2024
5	Program Application Submitted	Filed by RMP with significant URC involvement	Included testimony and hearings to detail how URC program will work and projected rates	Nov 2024; Jan and Jun 2025
6	Program Approved!	Utah PSC reviewed and released order	Resource valuation method and first power purchase agreement (PPA) approval pending	March 4, 2026
7	Participation Ordinance	Communities decide whether to adopt	Within 90 days of PSC approval, decide whether to enact URC program	*By June 2, 2026*

16

Attachment B

Information on termination fees included in the Program Application

Attachment G
Page 6 of 7

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

P.S.C.U. No. 51 Original Sheet No. 100.6

ELECTRIC SERVICE SCHEDULE NO. 100 - Continued

TERMINATION FEE: A Participating Customer that chooses to exit the Program after the Cancelation Period, set forth by R746-314-101(3), applicable to the customer will be subject to the following Termination Fee:

Schedules (Residential)	One-Time Termination Fee
1 – Residential 2 – Residential Service Optional Time of Day Rider Experimental 2E – Residential Service Electric Vehicle Time of Use Pilot	$30
3 – Low Income Lifeline Program Residential Service	$0

Schedules (Non-Residential)	One-Time Termination Fee	Calculation Method, if based on kW
23 – General Service Distribution Voltage Small Customer 7 – Security Area Lighting 10 – Irrigation and Soil Drainage Pumping Power Service	$30	
6 – General Service Distribution Voltage 6A – General Service Energy Time of Day Option 8 – Large General Service 1,000 kW and Over Distribution Voltage 9A – General Service High Voltage Energy Time of Day Option 9 – General Service High Voltage	$6 per Avg kW	Avg kW is the average Facilities kW over the prior 12-month period
11 – Street Lighting Company Owned System 12 – Street Lighting Customer Owned System	$0.96 per kW	Bulb wattage at the time of termination
15 – Outdoor Nighttime Lighting Service Traffic and Other Signal System Service Customer-Owned System 22 – Indoor Agricultural Lighting Service 1,000 kW and Over	$0.96 per Avg kW	Avg kW is the average Facilities kW over the prior 12-month period

SPECIAL CONDITIONS:

1. Program Rates and Terms in this schedule will be subject to change by the Commission.
2. If a person attempts to evade the Program rules through a change in name, identity or legal status, or otherwise, that person may be subject to Program rules, including payment of applicable termination fee, subject to Commission determination.
3. Termination fees may not be considered as part of the unpaid amount for any residential customer for purposes of account termination or disconnection.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 24-035-06

FILED: January 24, 2025 **EFFECTIVE**: September 1, 2025

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

ELECTRIC SERVICE SCHEDULE NO. 100 - Continued

4. Rocky Mountain Power will put forth good faith efforts to determine Eligible Customers by using available tax identifiers or, for annexed customers, a list of service addresses cross-referenced to a list provided by the annexing community. In the event a customer is accidentally enrolled in the Program, despite not being an Eligible Customer, Rocky Mountain Power shall unenroll the customer with no Termination Fee and will refund the accidentally enrolled customer the difference between program rates and charges that was billed for the lesser of:
   a. The time the customer was accidentally enrolled; or
   b. One year.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

Attachment C
Summit County Ordinance 1007

SUMMIT COUNTY
ORDINANCE NO. 1007

AN ORDINANCE OF SUMMIT COUNTY ENACTING TITLE 8 CHAPTER 2 TO THE SUMMIT COUNTY CODE, COMMUNITY CLEAN ENERGY PROGRAM

Preamble

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code Ann. §§ 54-17-901 to -909 ("Act"), titled the "Community Renewable Energy Act"; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the "Community Clean Energy Act" and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Utah Public Service Commission ("Commission") to establish a program ("Program") whereby towns, municipalities, and counties may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the town, municipality, or county ("Community") in which the customer resides satisfies certain requirements, including:

(a) the Community must enter into an agreement with a qualified utility ("Utility Agreement"):

(i) stipulating to the payment to the qualified utility of the costs of:

(A) third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services, for assistance with activities associated with initial approval of the Program; and

(B) providing notice to the Community's customers as provided in the Act;

(ii) determining the obligation for the payment of any termination charges under the Act that are not paid by a participating customer and not included in participating customer rates; and

(iii) identifying any initially proposed replaced asset;

(b) the Community must, within ninety (90) days after the date of the Commission's order approving the Program, adopt a local ordinance that:

(i) establishes participation in the Program; and

(ii) is consistent with the terms of the Utility Agreement; and

(c) the Community must comply with any other terms or conditions required by the Commission; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 ("Rules"); and

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement ("Governance Agreement") with other eligible Communities to establish a cooperative decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues; and

WHEREAS, Summit County adopted Resolution No. 2019-29, which states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for Summit County participating customers from a renewable energy resource by 2030; and

WHEREAS, consistent with the requirements of the Rules, Summit County entered into an agreement with other eligible Communities entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program ("Governance Agreement"), thereby becoming a member of the Community Renewable Energy Agency ("Agency"), which endeavors to make certain joint decisions about the proposed Program on behalf of Communities as set forth in the Governance Agreement; and

WHEREAS, consistent with the requirements of the Act, Summit County executed a Utility Agreement with Rocky Mountain Power, a qualified utility under the Act, on September 12, 2024, which addresses the issues required by the Act; and

WHEREAS, consistent with the requirements of the Act, on January 24, 2025, and June 4, 2025, Rocky Mountain Power filed an application with the Commission seeking approval of the Program and the Commission opened Docket No. 25-035-06 to consider the application; and

WHEREAS, consistent with the requirements of the Act, on March 4, 2026, the Commission issued an order in Docket No. 25-035-06 ("Commission Order") approving the Program; and

WHEREAS, as contemplated in the Act, the Summit County Council desires to adopt this ordinance that satisfies the requirements of the Act; and

WHEREAS, the Summit County Council desires to take actions which it has determined promotes the health, safety and welfare of Summit County's residents; and

WHEREAS, the Summit County Council has determined that adoption of this ordinance will enhance the economic well-being of Summit County and its residents through prudent management of Summit County's financial resources; and

WHEREAS, the Summit County Council has determined that adoption of this ordinance will help address concerns related to poor air quality and other environmental concerns due in part to the use of fossil fuels; and

WHEREAS, the Summit County Council finds that energy sources utilized by and within Summit County therefore can impact public health, safety and welfare; and

WHEREAS, recent advances in energy technology have made certain clean energy resources more economically viable than in the past and, in some cases, more cost-effective than traditional energy sources; and

WHEREAS, proximity to outdoor recreation is a key economic contributor to Summit County and one which relies on preservation of the environment and protection of natural resources; and

WHEREAS, Summit County and its residents have shown an interest in environmental stewardship through various initiatives and activities surrounding growth and development; and

WHEREAS, the Summit County Council believes that determining and undertaking further actions designed to reduce fossil fuel dependence while appropriately balancing financial stewardship and promoting economic growth is an important component of safeguarding public health, safety and welfare; and

WHEREAS, the Summit County Council met in regular session on April 15, 2026, to, among other things, consider adopting the Program on behalf of Summit County's electric customers.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE BODY OF SUMMIT COUNTY, STATE OF UTAH, AS FOLLOWS:

Section 1. Adoption. Summit County Code, Title 8, Chapter 2 , Community Clean Energy Program, which is published as a code in book form, is adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the Summit County Clerk (the "Community Clean Energy Program Ordinance").

Section 2. **Savings Clause.** In the event one or more of the provisions of this Community Clean Energy Program Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Community Clean Energy Program Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. **Effective Date**. This Community Clean Energy Program Ordinance shall take effect immediately upon the date of its first publication.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this 15th day of April, 2026.

ATTEST:

____
Malena Stevens
Interim Summit County Clerk

SUMMIT COUNTY COUNCIL

____
Canice Harte
Chair

APPROVED AS TO FORM

____
David L. Thomas
Chief Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Hanson ________
Councilmember Robinson ________
Councilmember Harte ________
Councilmember Armstrong ________
Councilmember McKenna ________

EXHIBIT A

TITLE 8

CHAPTER 2

COMMUNITY CLEAN ENERGY PROGRAM

SECTION 8-2-1: SUMMIT COUNTY'S PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM

A. Summit County hereby establishes its participation in the Community Clean Energy Program ("Program") as approved by the Public Service Commission of Utah ("Commission").

B. On March 4, 2026, the Commission issued an order in Docket No. 25-035-06 ("Commission Order") approving the Program. The Commission Order is on file with the Commission. The Program's rates, rules, and requirements are governed by the Commission Order, and may be modified from time to time by subsequent rules and orders adopted by the Commission. To the extent that the Commission Order or any subsequent rule or order adopted by the Commission contradicts any portion of this Title, the Commission order or rule adopted by the Commission shall govern.

C. ELIGIBLE CUSTOMERS. Pursuant to Utah Code § 54-17-905(5), residential customers participating in the net metering program under Utah Code Title 54, Chapter 15, Net Metering of Electricity, Rocky Mountain Power Schedule 135, are not eligible to participate in the Program. All other retail electric customers of Rocky Mountain Power within the current and future boundaries of Summit County, including all residential, commercial, and industrial customers, are eligible to participate in the Program ("Eligible Customer"). Eligible Customers include rooftop solar customers on Rocky Mountain Power Schedules 136 and 137, which are compensated through an export credit rather than a net metering credit.

D. IMPLEMENTATION DATE. The Program shall be implemented on the date that Rocky Mountain Power sends out the first Notices identified in Section 2, below ("Program Implementation Date"). Eligible Customers shall be enrolled in the Program if they receive the Notices identified in Section 8-2-2 and decline to opt out of participation in the Program by the date set forth in the Notices. Consistent with the Act and the Commission Order, the Notices shall be sent to each Eligible Customer before the commencement date that applies to each such customer ("Customer Commencement Date"), as set forth in the Commission's rules.

SECTION 8-2-2: CUSTOMER PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM.

A. Each Eligible Customer shall be automatically enrolled in the Program unless the customer opts out of the Program prior to the Customer Commencement Date.

B. NOTICES. As set forth in the Act and rules adopted by the Commission ("Rules"), before any Eligible Customer becomes a participant in the Program, Rocky Mountain Power first shall deliver to each Eligible Customer certain notices (collectively, the "Notices") containing content and in the form, manner, and delivery method as required by the Act and Rules and other orders and Rules.

C. OPT-OUT. Each Eligible Customer may elect not to participate in the Program and instead to pay applicable existing electric rates by giving notice to Rocky Mountain Power in the manner and within the time period set forth in the Notices.

1. FIRST OPT-OUT NOTICE. Rocky Mountain Power shall provide a First Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within Summit County, no earlier than sixty (60) days and no later than thirty (30) days before the Customer Commencement Date applicable to each customer. The First Opt-Out Notice shall, in all material respects, use the form and content of the First Opt-Out Notice as approved by the Commission.

2. SECOND OPT-OUT NOTICE. Rocky Mountain Power shall provide a Second Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within Summit County, at least fifteen (15) days after the First Opt-Out Notice was provided and at least seven (7) days before the Customer Commencement Date applicable to such customer. The Second Opt-Out Notice shall, in all material respects, use the form and content of the Second Opt-Out Notice as approved by the Commission.

3. Each Eligible Customer that receives the First Opt-Out Notice and the Second Opt-Out Notice as described herein and declines to opt out of the Program by the customer's Customer Commencement Date will be enrolled in the Program.

D. CUSTOMER OPTION TO OPT IN TO PROGRAM. An Eligible Customer located within Summit County that is not enrolled in the Program may at any time elect to participate in the Program by providing notice to Rocky Mountain Power in the form and content approved by the Commission. Following such notice to opt in to the Program, the customer will be enrolled in the Program starting with the billing period following the notice in which it is reasonably practicable for Rocky Mountain Power to enroll such customer. The reasonably practicable billing period shall be based on when the notice was received from the customer and the customer's billing cycle. Following enrollment in the Program, the customer shall be subject to all Program requirements.

E. CUSTOMER OPTION TO EXIT PROGRAM. Customers enrolled in the Program may exit the Program by giving written notice to Rocky Mountain Power.

SECTION 8-2-3: TERMINATION FEES

A. If a customer declines to opt out of the Program prior to the applicable Customer Commencement Date, but subsequently exits the Program, the exiting customer may be required to pay a termination fee, as set forth in this Section.

B. When applicable, the amount of the termination fee shall be based on the rate schedule of the exiting customer as approved by the Commission and may be modified from time to time by subsequent orders of the Commission.

C. CIRCUMSTANCES IN WHICH TERMINATION FEE SHALL NOT APPLY: A Termination Fee shall not apply in the following circumstances:

1. Any customer that opts out of the Program within the "Cancellation Period" applicable to that customer, as defined in Commission rules.

2. Any customer that ceases to be an electric customer of Rocky Mountain Power;

3. Any customer that moves to a new location that is not within the boundaries of a community that participates in the Program;

4. Any customer that seeks protection through bankruptcy proceedings;

5. Any customer enrolled in Schedule 3 bill assistance ("Low-Income Lifeline Program").

SECTION 8-2-4. ACQUISITION OF CLEAN ENERGY RESOURCES

A. For purposes of this section, "clean energy resource" shall have the definition set forth in the Act.

B. Rocky Mountain Power may adopt or procure one or more clean energy resources to serve the needs and goals of the Program. The acquisition of any such clean energy resource must follow solicitation application and evaluation criteria approved by the Commission.

C. Any clean energy resource adopted or procured by Rocky Mountain Power to serve the needs and goals of the Program must be approved by the Commission based on a finding the same is reasonable and in the public interest.

D. The Commission shall determine the method of cost recovery for any clean energy resource acquired to meet Program needs and goals, and the Commission's determination regarding cost recovery may affect Program rates.

SECTION 8-2-5: PROGRAM RATES AND RATE ADJUSTMENT FILINGS

A. Program rates will be determined by the Commission.

B. The initial Program rates were determined by the Commission in the Commission Order.

C. Program rates may be adjusted by the Commission from time to time, consistent with the procedures approved by the Commission for adjusting Program rates.

SECTION 8-2-6: UTILITY BILLING FOR PARTICIPATING CUSTOMERS

A. Rocky Mountain Power shall bill each Participating Customer on a monthly basis and shall:

1. include information in its monthly bills to participating customers identifying the Program cost; and

2. provide notice to participating customers of any change in rates for participation in the Program.

SECTION 8-2-7: SUMMIT COUNTY PARTICIPATION IN PROGRAM

A. Through its membership in the Community Renewable Energy Agency, Summit County participated in the design and approval of the Program and shall participate in future decisions regarding clean energy resource solicitation, clean energy resource acquisition, and certain other Program issues.

B. Consistent with Utah Code § 54-17-903(2)(a), Summit County entered into an agreement with Rocky Mountain Power regarding the facilitation of the Program ("Utility Agreement"). Pursuant to the Utility Agreement, Summit County:

1. shall pay for the costs of third-party expertise contracted for in connection with the Program's development and initial approval by the Commission;

2. shall pay its proportional costs associated with Rocky Mountain Power providing the Notices to Summit County's customers as discussed in Section 8-2-2;

3. Termination charges not paid by a participating customer shall be included in participating customer rates and shall not be paid by Summit County;

4. There shall be no initially proposed "Replaced Asset" as that term is defined by Utah Code § 54-17-902(15).

C. Summit County has already approved the appropriation of funds and has already paid those funds to the Agency for the Agency to make payments for the costs of third-party expertise contracted for in connection with the Program's development and initial approval by the Commission pursuant to the Governance Agreement.

D. Summit County hereby approves the appropriation of funds to pay its proportional costs associated with Rocky Mountain Power providing the Notices to Summit County's customers as discussed in Section 8-2-2.

E. Summit County shall not be obligated to pay any costs of the Program other than those costs set forth herein and any costs that Summit County may bear as a utility customer that participates in the Program, if applicable.

SUMMIT COUNTY
ORDINANCE NO. 1007

AN ORDINANCE OF SUMMIT COUNTY ENACTING TITLE 8 CHAPTER 2 TO THE SUMMIT COUNTY CODE, COMMUNITY CLEAN ENERGY PROGRAM

Preamble

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code Ann. §§ 54-17-901 to -909 (“Act”), titled the “Community Renewable Energy Act”; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the “Community Clean Energy Act” and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Utah Public Service Commission (“Commission”) to establish a program (“Program”) whereby towns, municipalities, and counties may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the town, municipality, or county (“Community”) in which the customer resides satisfies certain requirements, including:

(a) the Community must enter into an agreement with a qualified utility (“Utility Agreement”):

(i) stipulating to the payment to the qualified utility of the costs of:

(A) third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services, for assistance with activities associated with initial approval of the Program; and

(B) providing notice to the Community’s customers as provided in the Act;

(ii) determining the obligation for the payment of any termination charges under the Act that are not paid by a participating customer and not included in participating customer rates; and

(iii) identifying any initially proposed replaced asset;

(b) the Community must, within ninety (90) days after the date of the Commission’s order approving the Program, adopt a local ordinance that:

(i) establishes participation in the Program; and

(ii) is consistent with the terms of the Utility Agreement; and

(c) the Community must comply with any other terms or conditions required by the Commission; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 ("Rules"); and

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement ("Governance Agreement") with other eligible Communities to establish a cooperative decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues; and

WHEREAS, Summit County adopted Resolution No. 2019-29, which states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for Summit County participating customers from a renewable energy resource by 2030; and

WHEREAS, consistent with the requirements of the Rules, Summit County entered into an agreement with other eligible Communities entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program ("Governance Agreement"), thereby becoming a member of the Community Renewable Energy Agency ("Agency"), which endeavors to make certain joint decisions about the proposed Program on behalf of Communities as set forth in the Governance Agreement; and

WHEREAS, consistent with the requirements of the Act, Summit County executed a Utility Agreement with Rocky Mountain Power, a qualified utility under the Act, on September 12, 2024, which addresses the issues required by the Act; and

WHEREAS, consistent with the requirements of the Act, on January 24, 2025, and June 4, 2025, Rocky Mountain Power filed an application with the Commission seeking approval of the Program and the Commission opened Docket No. 25-035-06 to consider the application; and

WHEREAS, consistent with the requirements of the Act, on March 4, 2026, the Commission issued an order in Docket No. 25-035-06 ("Commission Order") approving the Program; and

WHEREAS, as contemplated in the Act, the Summit County Council desires to adopt this ordinance that satisfies the requirements of the Act; and

WHEREAS, the Summit County Council desires to take actions which it has determined promotes the health, safety and welfare of Summit County's residents; and

WHEREAS, the Summit County Council has determined that adoption of this ordinance will enhance the economic well-being of Summit County and its residents through prudent management of Summit County's financial resources; and

WHEREAS, the Summit County Council has determined that adoption of this ordinance will help address concerns related to poor air quality and other environmental concerns due in part to the use of fossil fuels; and

WHEREAS, the Summit County Council finds that energy sources utilized by and within Summit County therefore can impact public health, safety and welfare; and

WHEREAS, recent advances in energy technology have made certain clean energy resources more economically viable than in the past and, in some cases, more cost-effective than traditional energy sources; and

WHEREAS, proximity to outdoor recreation is a key economic contributor to Summit County and one which relies on preservation of the environment and protection of natural resources; and

WHEREAS, Summit County and its residents have shown an interest in environmental stewardship through various initiatives and activities surrounding growth and development; and

WHEREAS, the Summit County Council believes that determining and undertaking further actions designed to reduce fossil fuel dependence while appropriately balancing financial stewardship and promoting economic growth is an important component of safeguarding public health, safety and welfare; and

WHEREAS, the Summit County Council met in regular session on April 15, 2026, to, among other things, consider adopting the Program on behalf of Summit County's electric customers.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE BODY OF SUMMIT COUNTY, STATE OF UTAH, AS FOLLOWS:

Section 1. Adoption. Summit County Code, Title 8, Chapter 2 , Community Clean Energy Program, which is published as a code in book form, is adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the Summit County Clerk (the "Community Clean Energy Program Ordinance").

<u>Section 2</u>. **Savings Clause.** In the event one or more of the provisions of this Community Clean Energy Program Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Community Clean Energy Program Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

<u>Section 3</u>. **Effective Date**. This Community Clean Energy Program Ordinance shall take effect immediately upon the date of its first publication.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this 15th day of April, 2026.

ATTEST:

____
Malena Stevens
Interim Summit County Clerk

SUMMIT COUNTY COUNCIL

____
Canice Harte
Chair

APPROVED AS TO FORM

____
David L. Thomas
Chief Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Hanson	________
Councilmember Robinson	________
Councilmember Harte	________
Councilmember Armstrong	________
Councilmember McKenna	________

EXHIBIT A

TITLE 8

CHAPTER 2

COMMUNITY CLEAN ENERGY PROGRAM

SECTION 8-2-1: SUMMIT COUNTY'S PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM

A. Summit County hereby establishes its participation in the Community Clean Energy Program ("Program") as approved by the Public Service Commission of Utah ("Commission").

B. On March 4, 2026, the Commission issued an order in Docket No. 25-035-06 ("Commission Order") approving the Program. The Commission Order is on file with the Commission. The Program's rates, rules, and requirements are governed by the Commission Order, and may be modified from time to time by subsequent rules and orders adopted by the Commission. To the extent that the Commission Order or any subsequent rule or order adopted by the Commission contradicts any portion of this Title, the Commission order or rule adopted by the Commission shall govern.

C. ELIGIBLE CUSTOMERS. Pursuant to Utah Code § 54-17-905(5), residential customers participating in the net metering program under Utah Code Title 54, Chapter 15, Net Metering of Electricity, Rocky Mountain Power Schedule 135, are not eligible to participate in the Program. All other retail electric customers of Rocky Mountain Power within the current and future boundaries of Summit County, including all residential, commercial, and industrial customers, are eligible to participate in the Program ("Eligible Customer"). Eligible Customers include rooftop solar customers on Rocky Mountain Power Schedules 136 and 137, which are compensated through an export credit rather than a net metering credit.

D. IMPLEMENTATION DATE. The Program shall be implemented on the date that Rocky Mountain Power sends out the first Notices identified in Section 2, below ("Program Implementation Date"). Eligible Customers shall be enrolled in the Program if they receive the Notices identified in Section 8-2-2 and decline to opt out of participation in the Program by the date set forth in the Notices. Consistent with the Act and the Commission Order, the Notices shall be sent to each Eligible Customer before the commencement date that applies to each such customer ("Customer Commencement Date"), as set forth in the Commission's rules.

SECTION 8-2-2: CUSTOMER PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM.

A. Each Eligible Customer shall be automatically enrolled in the Program unless the customer opts out of the Program prior to the Customer Commencement Date.

B. NOTICES. As set forth in the Act and rules adopted by the Commission ("Rules"), before any Eligible Customer becomes a participant in the Program, Rocky Mountain Power first shall deliver to each Eligible Customer certain notices (collectively, the "Notices") containing content and in the form, manner, and delivery method as required by the Act and Rules and other orders and Rules.

C. OPT-OUT. Each Eligible Customer may elect not to participate in the Program and instead to pay applicable existing electric rates by giving notice to Rocky Mountain Power in the manner and within the time period set forth in the Notices.

1. FIRST OPT-OUT NOTICE. Rocky Mountain Power shall provide a First Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within Summit County, no earlier than sixty (60) days and no later than thirty (30) days before the Customer Commencement Date applicable to each customer. The First Opt-Out Notice shall, in all material respects, use the form and content of the First Opt-Out Notice as approved by the Commission.

2. SECOND OPT-OUT NOTICE. Rocky Mountain Power shall provide a Second Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within Summit County, at least fifteen (15) days after the First Opt-Out Notice was provided and at least seven (7) days before the Customer Commencement Date applicable to such customer. The Second Opt-Out Notice shall, in all material respects, use the form and content of the Second Opt-Out Notice as approved by the Commission.

3. Each Eligible Customer that receives the First Opt-Out Notice and the Second Opt-Out Notice as described herein and declines to opt out of the Program by the customer's Customer Commencement Date will be enrolled in the Program.

D. CUSTOMER OPTION TO OPT IN TO PROGRAM. An Eligible Customer located within Summit County that is not enrolled in the Program may at any time elect to participate in the Program by providing notice to Rocky Mountain Power in the form and content approved by the Commission. Following such notice to opt in to the Program, the customer will be enrolled in the Program starting with the billing period following the notice in which it is reasonably practicable for Rocky Mountain Power to enroll such customer. The reasonably practicable billing period shall be based on when the notice was received from the customer and the customer's billing cycle. Following enrollment in the Program, the customer shall be subject to all Program requirements.

E. CUSTOMER OPTION TO EXIT PROGRAM. Customers enrolled in the Program may exit the Program by giving written notice to Rocky Mountain Power.

SECTION 8-2-3: TERMINATION FEES

A. If a customer declines to opt out of the Program prior to the applicable Customer Commencement Date, but subsequently exits the Program, the exiting customer may be required to pay a termination fee, as set forth in this Section.

B. When applicable, the amount of the termination fee shall be based on the rate schedule of the exiting customer as approved by the Commission and may be modified from time to time by subsequent orders of the Commission.

C. CIRCUMSTANCES IN WHICH TERMINATION FEE SHALL NOT APPLY: A Termination Fee shall not apply in the following circumstances:

1. Any customer that opts out of the Program within the "Cancellation Period" applicable to that customer, as defined in Commission rules.

2. Any customer that ceases to be an electric customer of Rocky Mountain Power;

3. Any customer that moves to a new location that is not within the boundaries of a community that participates in the Program;

4. Any customer that seeks protection through bankruptcy proceedings;

5. Any customer enrolled in Schedule 3 bill assistance ("Low-Income Lifeline Program").

SECTION 8-2-4. ACQUISITION OF CLEAN ENERGY RESOURCES

A. For purposes of this section, "clean energy resource" shall have the definition set forth in the Act.

B. Rocky Mountain Power may adopt or procure one or more clean energy resources to serve the needs and goals of the Program. The acquisition of any such clean energy resource must follow solicitation application and evaluation criteria approved by the Commission.

C. Any clean energy resource adopted or procured by Rocky Mountain Power to serve the needs and goals of the Program must be approved by the Commission based on a finding the same is reasonable and in the public interest.

D. The Commission shall determine the method of cost recovery for any clean energy resource acquired to meet Program needs and goals, and the Commission's determination regarding cost recovery may affect Program rates.

SECTION 8-2-5: PROGRAM RATES AND RATE ADJUSTMENT FILINGS

A. Program rates will be determined by the Commission.

B. The initial Program rates were determined by the Commission in the Commission Order.

C. Program rates may be adjusted by the Commission from time to time, consistent with the procedures approved by the Commission for adjusting Program rates.

SECTION 8-2-6: UTILITY BILLING FOR PARTICIPATING CUSTOMERS

A. Rocky Mountain Power shall bill each Participating Customer on a monthly basis and shall:

1. include information in its monthly bills to participating customers identifying the Program cost; and

2. provide notice to participating customers of any change in rates for participation in the Program.

SECTION 8-2-7: SUMMIT COUNTY PARTICIPATION IN PROGRAM

A. Through its membership in the Community Renewable Energy Agency, Summit County participated in the design and approval of the Program and shall participate in future decisions regarding clean energy resource solicitation, clean energy resource acquisition, and certain other Program issues.

B. Consistent with Utah Code § 54-17-903(2)(a), Summit County entered into an agreement with Rocky Mountain Power regarding the facilitation of the Program ("Utility Agreement"). Pursuant to the Utility Agreement, Summit County:

1. shall pay for the costs of third-party expertise contracted for in connection with the Program's development and initial approval by the Commission;

2. shall pay its proportional costs associated with Rocky Mountain Power providing the Notices to Summit County's customers as discussed in Section 8-2-2;

3. Termination charges not paid by a participating customer shall be included in participating customer rates and shall not be paid by Summit County;

4. There shall be no initially proposed "Replaced Asset" as that term is defined by Utah Code § 54-17-902(15).

C. Summit County has already approved the appropriation of funds and has already paid those funds to the Agency for the Agency to make payments for the costs of third-party expertise contracted for in connection with the Program's development and initial approval by the Commission pursuant to the Governance Agreement.

D. Summit County hereby approves the appropriation of funds to pay its proportional costs associated with Rocky Mountain Power providing the Notices to Summit County's customers as discussed in Section 8-2-2.

E. Summit County shall not be obligated to pay any costs of the Program other than those costs set forth herein and any costs that Summit County may bear as a utility customer that participates in the Program, if applicable.

Proclamation No. 2026-03

PROCLAMATION RECOGNIZING

National Animal Care and Control Appreciation Week and Summit County's Animal Control Employees

Whereas, the National Animal Care and Control Association has designated the second full week of April each year as "National Animal Care and Control Appreciation Week," which in 2026 occurs April 12-18; and

Whereas, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all animal control employees for the dedicated service they provide to citizens and to public safety across the nation; and

Whereas, every day, Animal Control officers and shelter attendants put themselves in potentially dangerous and often confrontational situations to protect the health and welfare of animals and the public; and

Whereas, in addition to public outreach and code enforcement, Summit County Animal Control administers critical community programs such as adoption services, spay and neuter clinics, vaccination and rabies clinics, and humane pet care education events and presentations.

Whereas, Summit County would like to express its sincere thanks and appreciation for the outstanding service the Animal Control Department provides on a daily basis to the citizens of Summit County, and specifically recognize the following employees for their hard work and dedication:

Stacy Gunn, Animal Control Director
Lourinda Chilson, Field Supervisor
Phaedra Brothers, Animal Control Officer
Jessyka Dawson, Animal Control Officer
Meghan O'Toole, Animal Control Officer
Zander Rushton, Animal Control Officer
Chase Perry, Shelter Attendant
Victoria Scott, Shelter Attendant

Now, therefore, be it resolved that the Summit County Council does hereby recognize April 12-18, 2026, as National Animal Care and Control Appreciation Week in Summit County and encourages all citizens to join us in expressing sincere appreciation for the dedicated service of our Animal Control employees.

APPROVED AND ADOPTED this 15th day of April 2026.
SUMMIT COUNTY COUNCIL y

____
Canice Harte, Chair

____
Roger Armstrong, Vice-Chair

____
Christopher F. Robinson

____
Tonja B. Hanson

____
Megan McKenna

____
Malena Stevens, Clerk

SUMMIT COUNTY, UTAH
ORDINANCE NO. 820-A

AN ORDINANCE OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, APPROVING AND ADOPTING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE UTAH OLYMPIC PARK

PREAMBLE

WHEREAS, the owner and developer of the Utah Olympic Park applied for an amendment to the Development Agreement for the Utah Olympic Park under the Snyderville Basin Development Code; and,

WHEREAS, Summit County, acting pursuant to its authority under Utah Code §§17-79-101, *et. seq.* (1953), *as amended*, has made certain determinations with respect to the proposed amendments and in the exercise of its legislative discretion, has elected to approve this Amended and Restated Development Agreement for the Utah Olympic Park (the "Amended and Restated Development Agreement") after all necessary public hearings; and,

WHEREAS, it is in the best interests of Summit County and the health, safety, and general welfare of its citizens to adopt this ordinance in order to implement Utah Olympic Park, based on the terms and conditions as more fully set forth in this Amended and Restated Development Agreement.

NOW, THEREFORE, the County Legislative Body of Summit County, State of Utah, hereby ordains as follows:

Section 1. **Enactment.** Summit County Ordinance No. 820-A, the Amended and Restated Development Agreement for the Utah Olympic Park, ~~consisting of ___ pages, including exhibits,~~ which has been published as a code in book form, a copy of which have been filed for use and examination in the Office of the Summit County Clerk, is hereby enacted and adopted in accordance with Exhibit A herein, by Summit County, and the Chair is authorized to sign and execute the Amended and Restated Development Agreement for the Utah Olympic Park.

Section 2. **Savings Clause.** In the event one or more of the provisions of this Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under any applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. **No Rights Created in Third Parties.** This Ordinance is not intended to, nor shall it be construed to create any rights, claims, or causes of action in third parties.

Section 4. **Effective Date.** This Ordinance shall take effect 15 days after passage by the County Council and subsequent publication in accordance with law.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this 15th day of April 2026.

Formatted: Superscript

ATTEST:	SUMMIT COUNTY COUNCIL
____________________	________________________
Evelyn Furse Summit County Clerk	Canice Harte, Chair

APPROVED AS TO FORM

____

David L. Thomas
Chief Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Hanson	________
Councilmember Robinson	________
Councilmember Harte	________
Councilmember Armstrong	________
Councilmember McKenna	________

EXHIBIT A

A

WHEN RECORDED, RETURN TO:
Summit County Clerk
Summit County Courthouse
60 North Main
Coalville, Utah 84017

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE UTAH OLYMPIC PARK
KIMBALL JUNCTION, SUMMIT COUNTY, UTAH

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "**Development Agreement**") is entered into as of this 15th day of April, 2026, between the Utah Athletic Foundation, dba Utah Olympic Legacy Foundation, a Utah non-profit corporation ("**UOLF**"; "**UOP**" or "**Developer**") and Summit County, a political subdivision of the State of Utah, by and through its County Council (the "**County**"), for the Utah Olympic Park Specially Planned Area ("**Olympic Park SPA**"). The County and Developer are individually referred to herein as a "**Party**" and jointly referred to herein as the "**Parties**."

This Development Agreement amends, re-states, and replaces in its entirety that certain *Development Agreement For The Utah Olympic Park, Kimball Junction, Summit County, Utah*, dated November 6, 2013, and recorded on February 10, 2014 as Entry No. 00989488, in the Summit County Recorder's Office, as amended by that certain *First Amendment Development Agreement For The Utah Olympic Park, Kimball Junction, Summit County, Utah*, dated July 16, 2018, and recorded on August 29, 2018 as Entry No. 01097502, in the Summit County Recorder's Office, as amended by that certain *Second Amendment to Development Agreement for the Utah Olympic Park Specially Planned Area, Kimball Junction, Summit County Utah*, dated August 30, 2019, and recorded on September 6, 2019 as Entry No. 01117394, in the Summit County Recorder's Office, as amended by that certain *Third Amendment to Development Agreement for the Utah Olympic Park Specially Planned Area, Kimball Junction, Summit County, Utah*, dated August 30, 2023, and recorded on March 7, 2024 as Entry No. 01216610 (collectively, the "**Original Development Agreement**").

Article 1
DEFINITIONS

***Any term not defined herein shall default to the definition within the Snyderville Basin Development Code.**

1.1 **Affordable Athlete and Workforce Housing Unit ("AAWHU")** means an AWHU that is dedicated to fulfilling affordable housing requirements as delineated in Exhibit H. AAWHU may be used for Nightly or Short-term Rentals on Parcel 1. AAWHU may be used for Short-term Rentals on Parcel 5, so long as the renters are athletes, employees or coaches. Nightly Rentals are prohibited on Parcel 5.

1.2 **Approved Uses** means the approved uses which are shown on the Land Use and Zoning Charts, which are included in the Olympic Park SPA Plan Book of Exhibits as Exhibit C and may or may not be shown on the Conceptual Master Site Plan included as Exhibit B.

1.3 **Architectural Design Guidelines** means the Architectural Design Guidelines for the Project, a copy of which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit D.

1.4 **Athlete and Workforce Housing Unit ("AWHU")** means a housing unit as designated by UOLF for the use of athletes and workforce who are training or working at the Utah Olympic Park. AWHUs can be leased on a long-term or short-term basis with priority given to UOLF employees, athletes, athletic teams, partner organizations and community members in priority order. For the purposes of this Agreement, AWHU are classified as Dwelling Units.

1.5 **Athlete Dormitory Dwelling Unit** is an AWHU.

1.6 **Athlete Support Uses** means AWHU, AAWHU and may include any uses substantially related to the conduct of operating a winter sports training facility, winter sports training, hosting of competitions and athletic events, and that comply with all other covenants and restrictions applicable to the Utah Olympic Park. Such areas shall not be included in the calculation of Maximum Gross Floor Area.

1.7 **Attainable Housing** means residential dwelling units which are not AAWHU, but which are deed restricted to individuals with incomes up to 120% of the average median income of Summit County. Nightly or Short-term Rentals are permitted on Parcel 1. Short-term Rentals are permitted on Parcel 5, so long as the renters are athletes, employees or coaches. Nightly Rentals are prohibited on Parcel 5.

1.8 **Building Permit** means a permit issued pursuant to the requirements of the Snyderville Basin Development Code, International Building Code and related building codes as applicable in the Snyderville Basin Planning District, including permits for grading, footings and foundations and construction of other improvements.

1.9 **Code** means the Snyderville Basin Development Code.

1.10 **Commercial Support Uses** means uses that are secondary, subordinate, and incidental to a principal use and exist only to serve, enhance, or enable the principal use. Support uses are not intended to function as independent, standalone uses, but to support the associated principal uses. Commercial Support Uses shall be consistent with the principal use and shall be proportionate in size and scope. Commercial Support Uses include but are not limited to: the portions of a building that are necessary for the safe, functional, and mechanical operation of the building, parking facilities, staff facilities, storage and back of house areas, maintenance areas, conference and meeting spaces, and amenities consistent with the principal use to improve guest experience. Commercial Support Uses shall be categorized as Common Areas. Commercial Support Uses shall not be included in the calculation of Maximum Gross Floor Area.

1.11 **Comprehensive Sign Plan** means the Comprehensive Sign Plan for the Project which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit G.

1.12 **County** means Summit County, a political subdivision of the State of Utah.

1.13 **Developer** means the Utah Athletic Foundation, a Utah non-profit corporation, its affiliate entities, and its assignees or transferees, which is also sometimes referred to herein as the UOLF. The Utah Athletic Foundation operates under the d.b.a. Utah Olympic Legacy Foundation operating facilities and programs at the Utah Olympic Park in Park City, Utah the Utah Olympic Oval in Kearns, Utah, and Soldier Hollow in Wasatch County, Utah.

1.14 **Development Agreement** means this Development Agreement, as may be amended from time to time by the Parties. This Development Agreement replaces in its entirety the Original Development Agreement.

1.15 **Director** means the Summit County Community Development Director.

1.16 **Master Conceptual Site Plan** means the site plan which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit B, establishing anticipated development layout, architectural, landscaping, lighting, and other development details for the Project, as such site plans are amended.

1.17 **General Plan** means the Snyderville Basin General Plan of the County.

1.18 **Gross Floor Area** means the total area (in square feet) of all floors in a building, measured from the outside face of exterior walls, including enclosed spaces like hallways, stairwells, mechanical rooms, and basements, but generally excluding unenclosed areas (porches, balconies) and shafts (vents, chimneys).

1.19 **Maximum Gross Floor Area** means the maximum density of uses as set forth in Exhibit C to the Olympic Park SPA Plan Book of Exhibits, Land Use and Zoning Chart.

1.20 **Hotel/Inn/Lodging** means a commercial establishment that is open to the general public and primarily engaged in providing temporary sleeping accommodations for transient guests, not intended for permanent residency. Amenities may include but are not limited to conference areas, retail support, food and beverage, locker rooms, storage, and other uses customarily associated with hotels and recreational lodging. Hotel/Inn/Lodging units may be professionally or independently branded, managed, or operated. Such units may be condominiumized; provided that each unit (Hotel Room or Hotel Suite) is deed restricted to Nightly and Short-term Rentals, and requires such unit to be part of the rental pool.

1.20.1 **Hotel Room** means a unit consisting of one room that may contain a kitchen, intended for temporary living and sleeping purposes and including a separate, exclusive bathroom.

1.20.2 **Hotel Suite** means a unit consisting of more than one room that may contain a kitchen, intended for temporary living and sleeping purposes and including at least one separate, exclusive bathroom.

1.21 **Land Use Laws** mean zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the County as of the date of this Development Agreement, and as may be amended from time to time.

1.22 **Landscaping Plan** means the Landscaping Plan based on the Master Conceptual Site Plan, as amended, for the Project which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit E.

1.23 **Lighting Plan** means the Lighting Plan for the Project based on the Master Conceptual Site Plan, as amended, which is included in Exhibit F of the Olympic Park SPA Plan Book of Exhibits.

1.24 **Low Impact Development** means when specifically designated as a low impact activity in the Development Agreement or in the Olympic Park SPA Plan Book of Exhibits, such uses shall be subject to a Low Impact Permit review and approval by the Director in accordance with the Olympic Park SPA Plan Book of Exhibits and all applicable provisions of the Code.

1.25 **Multi-family Dwelling Unit** means a structure containing two or more individual dwelling units sharing common horizontal floors/ceilings that are intended for separate households, where each unit provides independent facilities for one or more persons, including provisions for sleeping, cooking, and sanitation. A Multi-family Dwelling Unit does not include a Hotel/Inn/Lodging use as set forth in Section 1.20. A Multi-family Dwelling Unit expressly includes, but is not limited to:

1.25.1 **Condominium Units**: Individually owned residential units within a multi-family structure or complex governed by a condominium association or similar common interest community organization, where ownership includes a fractional interest in common amenities included in the building.

1.26 **Nightly Rental** means any dwelling unit which is rented or otherwise made available to persons for transient lodging purposes for a period less than thirty (30) consecutive days.

~~1.26~~1.27 **Olympic Park** means the Utah Winter Sports Park, Summit County, Utah.

~~1.27~~1.28 **Olympic Park SPA** means the zone district adopted and approved on March 14, 2012, by Ordinance No. 821; on November 6, 2013, by Ordinance No. 819; and any additional amendments.

~~1.28~~1.29 **Olympic Park SPA Plan** means a comprehensive plan, set forth in this Development Agreement and SPA Plan Book of Exhibits and amendments hereto, establishing the Approved Uses and Final Site Plans and providing processes for obtaining Building Permits and other approvals for implementing the Olympic Park SPA.

~~1.29~~1.30 **Olympic Park SPA Plan Book of Exhibits** means that portion of the Olympic Park SPA Plan which contains the Master Conceptual Site Plan, Landscaping Plan, Lighting Plan, Land Use and Zoning Charts and all other guidelines and standards that shall be used to guide all development in the Olympic Park SPA and all other specific development parameters and regulations, including developer obligations, commitments, and contributions for carrying out the development in accordance with the Olympic Park SPA Plan.

1.31 **Olympic Park Operational Support Uses** means service and recreational uses that are customarily incidental and directly related to the operation, maintenance, and visitor experience of a ski resort or winter sports training facility. Such uses may include, but are not limited to, ski schools, ski rental and repair shops, ticketing offices, equipment storage and maintenance facilities, parking, shuttle and transit services, guest services, childcare facilities, sports medicine facilities, and UOLF and related parties' administrative offices. Olympic Park Operational Support Uses shall be designed and operated primarily to serve Utah Olympic Park program participants, employees, and residents, and are distinguished from general commercial uses that are intended to serve the broader community or regional market.

~~1.30~~1.32 **Parcel** means a specific development parcel identified on the Master Conceptual Site Plan, Exhibit B.

~~1.31~~1.33 **Phase** means one of the proposed individual Phases as shown on the Master Conceptual Site Plan.

~~1.32~~1.34 **Phases** means, collectively, the individual proposed Phases as shown on the Master Conceptual Site Plan.

~~1.33~~1.35 **Planning Commission** means the Snyderville Basin Planning Commission.

~~1.34~~1.36 **Project** means the development of approximately 394 acres of land and appurtenant real property rights located in Summit County, Utah, the legal description of such land is attached hereto as Exhibit A of the Olympic Park SPA Plan Book of Exhibits, pursuant to the Olympic Park SPA Plan and this Development Agreement and any of its Exhibits hereto.

~~1.35~~1.37 **Public Benefits** means public infrastructure or public service facilities and programs at the Project benefiting the public as further set forth and described in Article 7 below and in Exhibit H of the Olympic Park SPA Plan Book of Exhibits.

1.38 **Ridgeline Structures** means structures located on ridgelines as viewed from Interstate 80, SR-224, SR-248, and U.S.-40. Development of Ridgeline Structures shall be prohibited except as outlined in the Code §10-4-3 and in this Development Agreement for Athlete Support Uses in existing agreements with adjacent property owners, previous approved site plans, and resort lifts and runs. Notwithstanding Code §10-4-3, with respect to the ridgeline, as delineated in yellow highlight on Exhibit B.3, no new manmade structure (excepting a gondola) shall break the physical ridgeline.

~~1.36~~1.39 **Short-term Rental** means any dwelling unit which is rented or otherwise made available to persons for transient lodging purposes for a period of thirty (30) days or longer and less than twelve (12) months.

~~1.37~~1.40 **Ski Lifts, New** means a mechanical device to transport passengers and cargo by means of chairs or enclosed compartments attached to a cable or to rails, including ski tows, ski lifts, and each of the devices described in Utah Code §72-11-102, as amended.

~~1.38~~1.41 **Ski Lifts, Modification** means a minor modification of a lawfully created Ski Lift which is less than a fifteen percent (15%) increase of the existing total acreage of disturbed area for said Ski Lift but no greater than five (5) acres.

~~1.39~~1.42 **Ski Run, New** means a designated slope, trail, or course on a mountain or hill that is intended, prepared and maintained for snow sports.

~~1.40~~1.43 **Ski Run, Modification** means a minor modification of a lawfully created Ski Run which is less than a fifteen percent (15%) increase of the existing total acreage of said Ski Run but no greater than five (5) acres.

Article 2
RECITALS

2.1 The recitals in the remainder of this Article 2, together with the findings set forth in Article 3, are an integral part of this Development Agreement and are a part of the consideration for each Party's entry into this Development Agreement.

2.2 Developer is the record owner of the Project or has contractual rights to acquire any such portions thereof as are not owned of record by Developer. Developer, County and the Snyderville Basin Special Recreation District have entered into that certain Exchange Agreement, dated November 6, 2013, attached hereto as Exhibit J, whereby various parcels of property have been exchanged between the entities. Such exchanges have enabled Developer to relocate portions of the proposed residential uses at the Project in order to, among other benefits, further minimize visibility to and from Kimball Junction. It is further agreed that such exchange will not alter the overall density rights for the Project.

2.3 This Development Agreement serves to implement the Olympic Park SPA and Olympic Park SPA Plan Book of Exhibits which are incorporated by reference herein.

2.4 This Development Agreement and the Olympic Park SPA Plan resolve all issues associated with the development and construction of the Project except, as to the performance of any additional obligations which shall be specified in this Development Agreement.

2.5 The County has adopted through Ordinance No. 819 an amendment to the General Plan, the Code and the Zoning Map classifying the Project as a Resort Center (RC) zone and setting forth therein such land use classifications and development locations as are permitted under this Development Agreement.

2.6 Developer has proposed specific plans and plats with respect to the Project in response to direction and guidance from the Director and the Planning Commission.

~~2.6 During construction periods, the shall use good faith and commercially reasonable efforts s to allow for maximum days of athlete training~~

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2.7 The County therefore desires to establish the Olympic Park SPA under the SPA provisions of the Code and the General Plan for the purpose of implementing development standards and processes that are consistent therewith.

2.8 The Development Agreement, which implements the Olympic Park SPA, provides detailed data regarding the Master Conceptual Site Plan for the Project. The County and Developer agree that each shall comply with the standards and procedures contemplated by the Olympic Park SPA, this Development Agreement and its accompanying Exhibits, the Code, and the General Plan with respect to obtaining future Building Permits for any Phases or new construction within the Project.

2.9 Developer and the County desire to clarify certain standards and procedures that will be applied to approvals of Building Permits for the Phases of the development and construction and to address requirements for certain Public Benefits.

2.10 The County also desires to receive certain Public Benefits, and Developer is willing to provide these Public Benefits in consideration of the agreement of the County for increased intensity of uses in the Olympic Park SPA pursuant to the terms of this Development Agreement.

2.11 The County, acting pursuant to its authority under Utah Code, Section 17-79-101 *et seq*., the Code and the General Plan, has made certain determinations with respect to the Olympic Park SPA, and, in the exercise of its legislative discretion, has elected to approve the uses, density, and general configuration of the Project and its future development pursuant to the Olympic Park SPA, resulting in the negotiation, consideration and approval of this Development Agreement, after all necessary public hearings.

Article 3
FINDINGS

The County Council of the County, acting in its legislative capacity, has made the following determinations with respect to the Olympic Park SPA Plan set forth in this Article 3, including all findings of fact and conclusions of law as are necessary to make each of such determinations:

3.1 On August 26, 2025, the Planning Commission held a Work Session to review the proposed amendments to the Olympic Park SPA Plan.

3.2 The Planning Commission held a lawfully advertised public hearing on October 14, 2025, and took public comment on the amendments to the Olympic Park SPA Plan.

3.3 On January 13, 2026, the Planning Commission forwarded a positive recommendation on the amendments to the Olympic Park SPA Plan to the Summit County Council.

3.4 The Summit County Council ("**County Council**") held a lawfully advertised public hearing on January 28, 2026, and during a lawfully advertised public meeting on April 15, 2026, approved the amendments to the Olympic Park SPA Plan through an Amended and Restated Development Agreement for the Utah Olympic Park under the processes and procedures set forth in the Original Development Agreement for the Utah Olympic Park, the Code and the General Plan.

3.5 The terms and conditions of approval are incorporated fully into this Development Agreement. In making such approval, the County Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.

3.6 The Olympic Park SPA Plan provides substantial, tangible benefits to the general public of the Snyderville Basin that significantly outweigh those that would be derived if the development occurred under the provisions of the existing zone. The provisions of those benefits and amenities have been taken into consideration by Summit County in granting increased residential and commercial densities on the Project.

3.7 The Olympic Park SPA Plan, as reflected in and conditioned by the terms and conditions of the Development Agreement is in conformity and compliance with the General Plan, any existing capital improvement programs, the provisions of the Code (including concurrency and infrastructure requirements), and all other development requirements of the County.

3.8 The Olympic Park SPA Plan contains outstanding features which advance the policies, goals and objectives of the General Plan beyond mere conformity, including the following: (i) agreements with respect to design controls and limitations to minimize the visual impact of the Project; (ii) dedication and preservation of view shed and environmental features; (iii) taking advantage of natural depressions in topography to minimize the visual prominence and potential for ridge lining; (iv) appropriate location of density and uses; (v) the preservation of critical open space areas; (vi) the promotion of recreation uses and resort related Public Benefits that are appropriate to support the community and recreational nature of the area; (vii) contribution to community trails and parks including working with the Snyderville Basin Special Recreation District to identify possible trail linkages and trail heads; (viii) exceeding open space requirements for the Project; (ix) using efforts to minimize visibility of the residential housing to and from Kimball Junction; and (x) incentivize private development partners to avoid depleting the endowment established to fund the operation of the venues operated by the Developer.

3.9 There are unique circumstances that justify the use of a SPA, including preserving the long-term viability of the Olympic Park. County and Developer acknowledge that the existing facilities were built by the State of Utah without any zoning or building approvals. In order to preserve the long-term viability of the Olympic Park, additional funding is needed to avoid depleting the endowment established to fund the operation of the Olympic Park. Expanded commercial development within the Olympic Park SPA is one way to provide this funding.

3.10 Developer has committed to comply with Affordable Housing Requirements consistent with other resort areas in Summit County and as delineated in Exhibit H herein. County acknowledges and agrees that to the extent that Developer exceeds the minimum unit equivalent Affordable Housing Requirements under Exhibit H, Developer may use such additional housing in any manner it sees fit consistent with the terms of this Development Agreement, including provisions for residential uses or Hotel, Inn, or Lodging, which may entail charging a higher rental rate and utilizing such housing as nightly rentals for visiting athletes, Olympic Park guests, or officials.

3.11 Subject to the terms of this Development Agreement, Developer has committed to comply with all appropriate concurrency and infrastructure requirements of the Code, and all appropriate criteria and standards described in the Development Agreement and the amendments thereto, including any applicable impact fees of the County and its Special Districts (subject to Articles 6.1 and 6.2 below).

3.12 There exist adequate provisions for mitigation of all fiscal and service impacts on the general public.

3.13 Any construction management impacts shall be addressed in the Construction Management and Mitigation Plan established for the Olympic Park SPA and approved by the County Engineer, as required in Article 4.6 hereof.

3.14 The approval of the Olympic Park SPA Plan will not adversely affect the public health, safety and general welfare of the residents of Summit County, it being acknowledged that the proposed Project will substantially enhance and benefit the public health, safety and general welfare of the residents of Summit County.

3.15 The Olympic Park SPA Plan meets or exceeds development quality and aesthetic objectives of the General Plan and the Code, is consistent with the goal of orderly growth in the Snyderville Basin, and minimizes construction impacts on public infrastructure within the Snyderville Basin.

3.16 During construction and maintenance periods of UOP's vast and diverse training and competition areas, UOP commits to continue good faith and commercially reasonable efforts to allow for the maximum days of training and competition.

~~3.17 The proposed development reasonably assures life and property within the Snyderville Basin is protected from any adverse impact of its development, it being acknowledged that the proposed Project will substantially enhance and benefit life and property within the Snyderville Basin.~~

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3.17 Developer shall take reasonabl~~ey~~ good faith~~appropriate~~ measures to prevent harm to neighboring properties and lands from development, including nuisances. Developer recognizes that neighboring properties have concerns regarding the UOP's secondary access point at the end of Bear Hollow Drive (where the primary access point is via Olympic Parkway). In light of that, the Developer will:

3.17.1 Provide for an access gate or equivalent method of restricting access at the secondary access point.

3.17.2 Ensure that the secondary access point shall not be used as a general public UOP entrance, nor shall it be used for routine programs or general visitor traffic.

3.17.3 Restrict uses to only the following:

3.17.3.1 Safety, Maintenance, and Operational Access: To support essential, case-by-case operational needs, such as maintenance activities, service vehicle movements, or safety-related operations only to the extent such cannot reasonably be accessed through the primary access route that is Olympic Parkway.

3.17.3.2 Emergency Access to and from UOP: To provide ingress and egress for emergency situations.

3.17.3.3 Neighborhood Emergency Egress: To provide an emergency evacuation route for residents of the surrounding neighborhoods in circumstances where Bear Hollow Drive is blocked or otherwise impassable.

3.17.3.4 Construction Access: To provide limited, case-by-case access for construction-related vehicles only to the extent ~~when~~ such access cannot reasonably be accessed~~accommodated~~ through the Olympic Parkway.~~, which is the primary access route~~~~point.~~

3.17.3.4 Event-Related Use: To allow controlled access for specific, designated populations during special permitted~~major~~ events when it is deemed necessary by UOLF management and/or local, regional, or national public safety agencies.

3.17.3.5 Pedestrian and Bicycle Access: Secondary access point may remain open for pedestrian and bicycle access; however, UOP may close such access temporarily for safety, operational, event, or security reasons.

3.17.3.6 Future Residential Access: In the event that UOP develops athlete and workforce residences on the upper portion of the UOP (in the vicinity of Bear Hollow Drive), ~~residents~~ up to eight (8) residential units (whether single or multi-family)~~of~~ may be accessed from Bear Hollow Drive and by the residents of such residential units, who ~~development~~ will be issued access passes for purposes of residential ingress and egress. Such passes shall be limited in number to only serve up to eight (8) residential units and shall~~and~~ be supervised by UOP management. UOP management will regularly review and take input from neighboring properties.

3.17.4 Regularly consult (at least once per year) with the neighboring properties to review and obtain feedback regarding its secondary access gate policy, and any proposed changes to it.

3.18 Exemption from Code. The County Council acting pursuant to its authority under Utah Code §§17-79-101 *et seq*., as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the Olympic Park SPA Plan is exempt from the application of the Code solely to the extent that such a finding may be a condition precedent to approval of this Development Agreement. Where there is a direct conflict between an express provision of this Development Agreement and the Code or General Plan or other Land Use Laws, this Development Agreement shall take precedence; otherwise, the Code, General Plan, or other Land Use Laws shall control.

Article 4
APPROVALS/PHASED DEVELOPMENT OF THE PROJECT

4.1 Approval. The approval and execution of this Development Agreement by the County and Developer constitutes approval of the Olympic Park SPA Plan Book of Exhibits (listed below), as if fully set forth herein at length and shall be binding upon the Parties hereto.

4.1.1 Project and Legal Description of the Project (Exhibit A) – Amended 2026
4.1.2 Master Conceptual Site Plan (Exhibit B) – Amended 2026
4.1.3 Phasing Plan (Exhibit B.2)
~~4.1.2~~4.1.4 Ridgeline Protection (Exhibit B.3)
~~4.1.3~~4.1.5 Land Use and Zoning Charts (Exhibit C) – Amended 2026
~~4.1.4~~4.1.6 Architectural Guidelines (Exhibit D)
~~4.1.5~~4.1.7 Landscaping Plan (Exhibit E)
~~4.1.6~~4.1.8 Lighting Plan (Exhibit F)
~~4.1.7~~4.1.9 Comprehensive Sign Plan (Exhibit G)
~~4.1.8~~4.1.10 Community Benefits (Exhibit H) – Amended 2026

~~4.1.9~~4.1.11 Future Olympic Transportation and Security Staging Areas (Exhibit I)
~~4.1.10~~4.1.12 Exchange Agreement (Exhibit J)
~~4.1.11~~4.1.13 Traffic Studies (Exhibit K) – Amended 2026

4.2 Project Phasing. The Project may be constructed in Phases by Developer as shown in Exhibit B.2 of the Olympic Park SPA Plan Book of Exhibits.

4.3 Parking. Parking of vehicles on the Property shall be in accordance with the Master Conceptual Site Plan.

4.4 Building Permit Required. Subject to Article 6. l, prior to the commencement of each structure, a Building Permit shall be required from the County in accordance with all applicable requirements of the Code, the International Building Code, and other related codes applicable to the Snyderville Basin Planning District.

4.5 Compliance of Building Permits with Development Agreement. A Building Permit for each structure shall comply with the conditions specified in this Development Agreement.

4.6 Construction Mitigation and Management Plan Required. A Building Permit will not be issued for any facility or structure within the Olympic Park SPA until an adequate Construction Management and Mitigation Plan has been established for the Olympic Park SPA and approved by the County Engineer, who may require changes to address any unforeseen impacts that occur during construction. The plan shall address the following matters specifically, together with any other related matters identified by the Summit County Community Development Director and Developer. A separate plan will be established for each Phase, subdivision, or site plan.

4.6.1 Revegetation/erosion protection/runoff control
4.6.2 Site grading
4.6.3 Dust and debris control
4.6.4 Recycling construction material waste
4.6.5 Damage to public roadways as a result of construction
4.6.6 Traffic control/construction management control
4.6.7 Hours of construction
4.6.8 Staging and screening of construction materials and equipment
4.6.9 Construction lighting, construction security, and fire protection
4.6.10 Solid Waste Disposal for construction wastes
4.6.11 Parking

4.7 Compliance with Concurrency Management Standards Required. In addition to compliance with the criteria required under the Code, the following service provider and concurrency information was provided in 2013 and shall ~~also~~ be ~~required and~~ reviewed along with any Building Permit. ~~Upon receiving such information, the Director shall prepare a report(s) identifying issues and concerns related to the proposal.~~ The following additional information was submitted and shall be reviewed, and as applicable, service providers will request updated information going forward~~provided~~:

Commented [CH3]: Edited to reflect past efforts completed in 2013, and remaining needs as the actual development occurs.

4.7.1 Water Service.

4.7.1.1 A Feasibility letter for the proposed water supply issued by the State Division of Drinking Water, as applicable.

4.7.1.2 Evidence of coordination with the public or private water service provider, including an agreement for service and an indication of the service area of the proposed water supplier, commitment service letter or other binding arrangement for the provision of water services, as applicable.

4.7.1.3 Evidence that water rights have been obtained including an application for appropriation or change application endorsed by the State Engineer pursuant to Section 73-3-10 of the Utah Code, and a certificate of appropriation or certificate of change issued in accordance with Section 73-3-16 of the Utah Code. The County shall not accept an application or certificate that has lapsed, expired or been revoked by the State Engineer, as applicable.~~.~~

4.7.1.4 A certificate of convenience and necessity or an exemption therefrom, issued by the State Public Service Commission, for the proposed water supplier, as applicable.

4.7.2 Fire Protection.

4.7.2.1 A letter from the Park City Fire District (PCFD) indicating that fire hydrants, water lines sizes, water storage for fire protection, and minimum flow for fire protection are adequate, as applicable. These shall be determined using the standards of the Insurance Services Office which are known as the Fire System Grading Standards. In no case shall minimum fire flow be less than 1,000 gallons per minute for a period of two (2) hours.

4.7.2.2 Written evidence to the County and the Park City Fire District (PCFD) verifying that an authorized water company shall be responsible for the perpetual and continual maintenance of all fire protection appurtenances, including annual flagging of all hydrants prior to November 1st of each year.

4.7.3 Recreation. A letter from the Snyderville Basin Special Recreation District ("**Recreation District**") indicating that all requirements of the Recreation District and the terms of this Development Agreement have been satisfied, as applicable~~.~~

4.8 Comprehensive Sign Plan Required. Although not currently permitted under the Development Code, the County Council, in their legislative capacity hereby finds: 1) that there exists currently, a comprehensive sign plan for the Project; and 2) that the existing sign regulations do not and cannot meet the needs of the Project and that given the nature of the Project and its uses, the Comprehensive Sign Plan which is included in the

Olympic Park SPA Plan Book of Exhibits as Exhibit G, is appropriate for the Project. The Comprehensive Sign Plan addresses all design, size, location, lighting, and other related standards for all commercial business identification signs, residential development identification signs, directional signs, and any other signs that may be contemplated by the Developer.

4.9 Lighting Plan Required. The Lighting Plan which is included in the Olympic Park SPA Plan Book of Exhibits as Exhibit F, is appropriate for the Project. The adopted Lighting Plan includes requirements that to the maximum extent possible, there be no bleeding or spillover from the lighting and that as technology and energy efficiency improves, use of those technologies is encouraged but not required so long as the intent to limit the impacts of lighting are met and are in conformance with the County's dark skies regulation.

4.10 Land Use and Zoning Charts. There is hereby adopted Land Use and Zoning Charts which sets forth the uses, densities and processes by which development at the Project shall occur. The Land Use and Zoning Charts are included in the Olympic Park SPA Plan Book of Exhibits as Exhibit C.

4.11 Design Review Committee. There is hereby established a Design Review Committee ("**DRC**") which shall be made up of five (5) members. The membership shall include two (2) members of the Snyderville Basin Planning Commission and one (1) planner from the Summit County Community Development Department. The remaining membership shall be appointed by the Developer.

4.11.1 Prior to the submission of any development application for the Project, the DRC shall meet, review and confirm compliance with the Olympic Park SPA and the Architectural Guidelines. In addition to its compliance review, the DRC may make additional comments or recommendations to Developer with respect to the development application and Developer shall reasonably consider any such comments or recommendations and shall use reasonable efforts to address such comments or recommendations in the final development application for the Project filed with the County.

4.11.2 Upon receiving notice from the Developer of any development application, the DRC shall meet and confer within sixty (60) days of that notice. Failure to meet within that time period shall be deemed an "**approval**" of the application by the DRC which may then be filed with the County.

4.12 Subdivision Plat Approval. Whenever land within this Development Agreement is to be subdivided, the Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Sections 10-3-13 and 14 of the Code, as amended. Condominium subdivision plats shall be subject to this subsection.

4.13 Low Impact Permit Approval. Whenever in this Development Agreement a low impact activity or approval process is designated or required, the Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Section 10-3-4 of the Code, as amended. With regard to this Development Agreement, the qualifications set forth in Section 10-3-4 of the Code shall be expanded to allow compliance with the terms and provisions of this Development Agreement.

4.14 Conditional Use Permit Approval. Whenever in this Development Agreement a conditional use or approval process is designated or required, the Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Section 10-3-5 of the Code, as amended. With regard to this Development Agreement, the qualifications set forth in Section 10-3-5 of the Code shall be expanded to allow compliance with the terms and provisions of this Development Agreement.

4.15 Temporary Use Permit Approval. Whenever in this Development Agreement a temporary use or approval process is designated or required, Developer shall submit for approval and review by the County all applicable information and documents in accordance with the provisions of Section 10-3-3 of the Code, as amended. With regard to this Development Agreement, the qualifications set forth in Section 10-3-3 of the Code shall be expanded to allow compliance with the terms and provisions of this Development Agreement.

4.16 Development Improvements Agreement Required. A Development Improvements Agreement ("**DIA**") shall be required. No building, grading, or other related development permit shall be issued for any project or structure within the Project until a Development Improvements Agreement in a form acceptable to Summit County has been accepted by the County. The Staff shall review the Developer's proposal for a Development Improvements Agreement and provide its recommendation to the County Engineer for approval. A separate Development Improvements Agreement may be established for each Phase of the development. Improvements which shall be guaranteed include:

4.16.1 All utilities, including water and sewer service.

4.16.2 All Public and Private roads, inclusive of all "Civil Improvements" associated with the roadway.

4.16.3 All "Civil Improvements" associated with individual project site plans.

4.16.4 Temporary and permanent, structural and non-structural soil conservation measures.

4.16.5 Bus Shelters.

4.16.6 Temporary and permanent, structural and non-structural run off control measures.

4.16.7 Required buffering, screening, and landscaping.

4.16.8 All public trails shall be constructed, with respect to timing and design, as required by this Development Agreement.

4.16.9 All private trails.

4.16.10 The County shall have the option of using the guarantee for Site Restoration, should development not be completed within the required construction schedule or complete the project per the approved site plans. The Development Improvements Agreement, in the form and amount of guarantee to be approved by the County Engineer, shall establish a security to complete improvements, warranties after completion, schedules for completing all improvements, and remedy provisions in the event of a default. It is understood by the Parties that Developer has previously installed most of the public improvements and that the security herein pertains in large part to site restoration and re-vegetation. Said improvements shall be warranted by the Developer for a period of one full year of normal operation from the date of completion, as established by the County Engineer. The County shall retain 40% of the security for a period of 12 months from the date of completion of the improvements.

4.17 Other Service Providers. Prior to the issuance of Building Permits, the Director shall secure input regarding the Project from all other affected agencies and service providers, including but not necessarily limited to the County Health Department and Rocky Mountain Power.

4.18 Engineering Standards. The engineering standard pertaining to the road grade at the intersection of Olympic Parkway and the access driveway to the Athlete Housing shall vary from the Code requirement under Section 10-4-10(B)(1) so as to allow a grade of 5% or less for the first fifty (50) feet of the access driveway.

Article 5
VESTED RIGHTS

5.1 Vested Rights/Approved Use, Density, and Configuration. Subject to the terms, conditions and requirements of this Development Agreement, Developer is hereby vested with respect to the Olympic Park SPA as to the uses, densities, design guidelines and methods, development standards, the Master Conceptual Site Plan and other approval processes, as reflected in the Olympic Park SPA Plan Book of Exhibits and all other provisions of this Development Agreement and amendments hereto. Subject to the conditions and requirements of this Development Agreement, Developer shall have the vested right to construct the Project in accordance with the terms and conditions of this Development Agreement and amendments hereto.

5.2 Reserved Legislative Powers/Future Changes of Laws and Plans/Compelling Countervailing Public Interest. Nothing in this Development Agreement shall limit the future exercise of the police power of the County in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other master plans, policies, ordinances and regulations after the date of the

Development Agreement. Notwithstanding the retained power of the County to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in Article 5.1, as well as other provisions of this Development Agreement, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (Western Land Equities Inc v. City of Logan, 617 P. 2d 388 (Utah 1980), U.C.A. 17-79-803~~27a-508~~, or other successor case and statutory law). Any such proposed change affecting the vested rights of Developer and other provisions of this Development Agreement shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Olympic Park under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the County does not give prior written notice, Developer shall retain the' right to be heard before an open meeting of the County Council in the event Developer alleges that its rights under this Development Agreement have been adversely affected.

5.3 Normal Operating Capacity / Special Event Permits. County acknowledges and agrees that there is existing operating capacity within the Olympic Park to accommodate up to 2,000 people at any one point and therefore the facility is recognized for having that approved normal operating capacity.

5.3.1 Accordingly, the County Council in its legislative capacity hereby waives the requirement under the Code that Developer apply for and obtain a special event permit for events and activities it is hosting within the Olympic Park for capacities of 2,000 people and less. Developer shall use every reasonable effort to encourage trip reduction including using carpooling, transit, HOV's, and non-motorized access.

5.3.2 Developer shall ensure that at least one first aid station staffed and equipped with the minimum equipment and staffing level of at least two (2) state-licensed or certified medical providers, such as an emergency medical technician, paramedic, nurse, physician's assistant or medical doctor are present to staff each first aid station over the duration of the event.

5.3.2.1 The first aid station(s) shall be clearly marked, identifiable and strategically located to provide expedient medical care for those attending or participating in the events at the Olympic Park.

5.3.2.2 The first aid station(s) shall be easily accessible by emergency vehicles. The Developer shall provide the Park City Fire District ("**PCFD**") with a map of the gathering site which includes the locations of first aid station(s), emergency vehicle ingress and egress routes, landing zones (if applicable) and rendezvous locations.

5.3.2.3 Developer shall ensure that the staff person in charge of the first aid station(s) keeps accurate records of patients and treatment, and that the health officer is notified of all cases involving serious injury or communicable disease in accordance with R386-702 (Communicable Disease Rule) and R3 86-703 (Injury Reporting Rule).

5.3.3 Temporary structures and/or facilities, such as tents, food vendor carts, etc., that are part of any such activities, shall be required to apply for and receive standard use permits as required by the County and the Park City Fire Service District.

5.3.4 At the discretion of the County's Community Development Director, should the Olympic Park show repeated failures to satisfy local regulatory agencies (such as Health and Fire District), then the Community Development Director shall have the ability to require traditional special event permits of the Developer up until regular compliance has been met for any events under 2,000 people.

5.3.5 Expected crowds greater than 2,000 people for any given event (i.e., an Olympic event) must comply with County regulations regarding the application for and the obtaining of a Special Event Permit for such event.

5.4 <u>Towers and Recreational Structures</u>. Non-building structures at the Olympic Park SPA that are in excess of thirty-two feet (32') such as existing chairlift towers, adventure course towers and recreational towers and non-building structures of a similar type and nature shall be deemed support infrastructure and shall be deemed a conforming use. The Developer shall follow the permitting process as outlined herein to obtain any appropriate permit from the County for future non-building structures.

5.5 <u>Interconnection</u>. Developer supports and shall work in good faith to coordinate with the Master Developer of Canyons Resort and other parties involved, to make a physical transportation interconnect between Canyons Resort, Olympic Park, and Kimball Junction. Such an interconnect shall be reviewed through the Low Impact Permit approval process.

Article 6
FEES AND MITIGATIONS

6.1 <u>SPA Rezone Application. Development Agreement Application. Development Review. Engineering and Related Fees</u>. Except as expressly provided below in this Article 6, Developer shall receive no further credits or adjustments toward any other development review, platting, site planning, or similar standard engineering review fees or other fees generally applicable to development application or building permit review and approval. The County may charge such standard planning and engineering review fees, standard building permit review fees, and other fees as are generally applicable at the time of application, pursuant to applicable statutes, ordinances, resolutions, or administrative guidelines.

6.2 <u>Impact Fees:</u> The Olympic Park SPA shall be subject to all impact fees which are currently imposed and are in effect as of the date of this Development Agreement. The fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Olympic Park SPA to impact fees under the above-stated conditions, Developer does not waive Developer' s rights under any applicable law to challenge the reasonableness of the amount of the fees within thirty (30) days following imposition of the fees on the Olympic Park SPA based upon the application of the Rational Nexus Test (as defined in Article 6.2.1).

6.2.1 Rational Nexus Test. For purposes of this Development Agreement, the Rational Nexus Test shall mean and refer to a standard of reasonableness whereby the Olympic Park shall not bear more than an equitable share of the capital costs financed by an impact fee or exaction in relation to the benefits conferred on and impacts of the Project. The interpretation of "**rational nexus**" shall be governed by the federal or Utah case law and statutes in effect at the time of any challenge to an impact fee or exaction imposed as provided herein including, but not limited to, the standards of Banberry Development Corp. v. South Jordan City or its successor case law.

6.3 Considerations for Community Benefits. The County acknowledges that Developer is a not-for-profit entity and will be supplying a substantial benefit to the community. In addition, it is a central purpose of the Project to preserve the long term viability of the Olympic Park by obtaining additional funding and to incentivize private development partners to avoid depleting the endowment established to fund the operation of the Olympic Park. Accordingly, the County agrees to reasonably consider, to the extent allowed by applicable law, the following avenues of potential assistance:

6.3.1 Economic Development Tools such as tax increment financing, public infrastructure districts, or similar financing mechanisms that would assist the UOLF in its long-term sustainability efforts.

6.3.2 County merit-based grant allocations to assist the UOLF in efforts to further enhance the outlined community benefits.

6.3.3 Provide planning and support assistance to weigh possible use of financial and planning tools pursuant to Utah Code, Title 63N, Chapter 3, Part 17 ~~SB333, 2025 General Legislative Session~~ regarding possible designations of UOP being a "**Major Sporting Event Venue**." In no instance shall the boundaries of the Major Sporting Event Venue be greater than the Project boundaries, as set forth in Exhibit A.

6.4 Future Olympic Games In the event that, during the term of this Development Agreement, the State of Utah is chosen to host another Olympic Games and, as a result of such Olympic Games, the Olympic Park is identified as an official competition venue, the County will look to assist these efforts by:

6.4.1 Allowing transportation and security staging areas in designated areas of property located below the Olympic Park and in the surrounding Kimball Junction area, as conceptually outlined in the Olympic Park SPA Plan Book of Exhibits as Exhibit

I, subject to any terms and conditions deemed necessary by the County and the Snyderville Basin Special Recreation District together with any releases or waivers required by that certain *Declaration and Notice of Use Restrictions*, dated November 20, 2008, as may be amended from time to time, to ensure that any area of disturbance is immediately and effectively restored upon termination of the Olympic Games.

6.4.2 Provide planning support and assistance to any bid / organizing committee efforts.

6.4.3 Fairly negotiate any community services agreements and support staging a future effort.

6.5 Transportation Special Service District. When public bus service to the Olympic Park is made available by High Valley Transit District, Developer agrees to be annexed into the Kimball Area Transportation Special Service District and pay such assessments, on an equal basis, as are required of other property owners therein.

6.6 Traffic Capacity. Developer's Traffic Impact Study for the Utah Olympic Park (August 2011) and its update (January 9, 2026)~~traffic report~~, Exhibit K, ~~. 1,~~ acknowledges~~d~~ the limitations in traffic capacity within the Olympic Park. ~~accessing area. Limitations for Phase I of the project, as identified in the traffic report, have been corrected with the cooperative efforts of Summit County and UDOT by implementing dual lefts at Olympic Park and SR-224.~~ As such, t~~T~~he Developer acknowledges the need for additional access capacity prior to construction of Phase 2, with the exception of Olympic Park Operational Support structures (*See* Exhibit B.2). ~~as identified in Exhibit K.1~~. Developer agrees to comply with additional traffic mitigations as may be necessary to offset Olympic Park impacts as set forth in t~~T~~he Snyderville Basin Transportation Master Plan, *as amended*. ~~identifies means to provide the required capacity. These concepts or others as amended in the Transportation Master Plan will need to be implemented in advance of Phase 2 construction.~~

Commented [CH4]: Added an exception in Phase 2 & 3 areas that would allow Olympic Park Operational Support structures to be built prior to new KJ / RT224 improvements being done.

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Article 7
PUBLIC BENEFITS

7.1 Contribution of Public Benefits. As a consideration for the County's entry into the Development Agreement, Developer shall provide the following Public Benefits beyond those public impacts created by the Project:

7.1.1 UAF Property Open Space Preservation. Developer shall preserve the natural open space areas owned by the Developer and shown on the Master Conceptual Site Plan in the same general condition as those areas are presently found. Any disturbance of those areas for construction staging or the installation of utility lines shall be restored within one (1) year of completion of said construction or installation.

7.1.2 Trails. Developer shall contribute to community trails and parks including working with the Snyderville Basin Special Recreation District to identify possible trail linkages and trail heads.

7.1.3 Recreational Programs. Provide affordable, subsidized long term community recreation programs (especially for Summit County's youth).

7.1.4 Olympic Winter Sport. Provide unique public program offerings that highlight our region's support and interest in Olympic Winter Sports.

7.1.5 Olympic Legacy Foundation. Provide local organizational leadership towards initiatives of the Utah~~'s~~ Olympic Legacy Foundation that ties in statewide interests to Summit County.

7.1.6 Education Outreach. The nature of the ~~Utah Athletic Foundation (d.b.a. "~~Utah Olympic Legacy Foundation~~")~~ is to promote an ongoing legacy of the Olympic movement, including efforts to promote sport and physical activity for all (especially for the community's youth) and to promote educational curriculum and community partner programs that have similar interests. It is the intent of the leadership of the Utah Olympic Legacy Foundation~~Athletic Foundation~~ to utilize the Olympic Park for numerous and diverse community meetings and educational components that will serve a broad regional and statewide interest.

Article 8
SUCCESSORS AND ASSIGNS

8.1 Binding Effect. This Development Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Olympic Park SPA. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Project so transferred in accordance with the provisions of Article 8.2 herein.

8.2 Transfer of the Project. Developer shall be entitled to transfer any portion of the Project subject to the terms of the Development Agreement and any amendments upon written notice to the County. In the event of any such complete transfer of all or a portion of Developer's interests in the Project, the transferee shall be deemed to be Developer for all purposes under this Development Agreement with respect to that portion of the Project transferred. Developer's obligation to notify the County shall terminate with respect to portions of the Project on which all of the improvements required by this Development Agreement have been substantially completed as evidenced by a certificate of occupancy granted by the County.

8.3 Release of Developer. In the event of a transfer of all or a portion of the Project, Developer shall obtain an assumption by the transferee of Developer's obligations under this Development Agreement, and, in such event, the transferee shall be fully substituted as Developer under the Development Agreement, and Developer shall be released from any further obligations with respect to this Development Agreement as to the parcel so transferred.

8.4 Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Project, or any portion thereof, shall not be obligated under this Development Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Development Agreement and any amendments which pertain to the Project or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Project, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure shall take the Project, or such portion thereof, subject to any pro rata claims for payments or charges against the Project, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement shall be deemed or• construed to permit or authorize any such holder to devote the Project, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by the Development Agreement and any amendments, and, as would be the case in any assignment, the purchaser of the Project from the holder shall be subject to all of the terms and conditions of the Development Agreement, including the obligation to complete all required amenities and improvements and to comply with all parking provisions.

Article 9
DEFAULT, TERMINATION AND ARBITRATION

9.1 Default.

9.1.1 Events of Default. Default under this Development Agreement occurs upon the happening of one or more of the following events or conditions:

9.1.1.1 A warranty, representation or statement made or furnished by Developer to the County in this Development Agreement, including any attachments hereto, is materially false or proves to have been materially false in any material respect when it was made.

9.1.1.2 A finding and determination made by the Summit County Manager by substantial evidence that the Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

9.1.1.3 Any other event, condition, act or omission by Developer, which materially interferes with the intent and objective of this Development Agreement, after the expiration of all notice and cure periods.

9.1.2 Notice and Cure of Default. Within ten (10) calendar days after the occurrence of default, the County shall give Developer (the "**defaulting party**") written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. Developer shall have sixty (60) calendar days after receipt of written notice to cure the default. After proper notice and expiration of the sixty (60) day cure period without cure, the County may terminate or amend this Development Agreement by giving written notice in accordance with the procedure adopted by the County. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the sixty (60) day cure period provided above, in the event more than thirty (30) calendar days is reasonably required to cure a default and Developer, within the sixty (60) day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion.

9.1.3 Non-Waiver. Neither Party waives any claim of defect in performance of this Development Agreement by the other Party.

9.1.4 Other Remedies. All other remedies at law or in equity which are consistent with the provisions of this Development Agreement are available to the Parties to pursue in the event there is a breach.

9.2 Termination

9.2.1 Termination Upon Repudiation. An express repudiation, refusal or renunciation of this Development Agreement, if the same is in writing and signed by the Developer, shall be sufficient to terminate this Development Agreement and a public hearing on the matter shall not be required.

9.2.2 Termination Upon Completion of Development. This Development Agreement shall terminate when the Project has been fully developed and Developer's and the County's obligations in connection therewith are satisfied, or at the expiration of the term of this Development Agreement as set forth in Article 10.5. The County shall record a notice that this Development Agreement has been fully performed and therefore has been terminated.

9.2.3 Effect of Termination on Developer Obligations. Termination of the Development Agreement as to any Developer of the Project or any portion thereof shall not affect any such Developer's obligations under this Agreement or obligations to comply with the terms and conditions of any applicable zoning, or subdivision plat, site plan, Building Permit, or other land use entitlements approved with respect to the Project, nor shall it affect any other covenants or any other development requirements specified or created pursuant to the Development Agreement. Termination of the Development Agreement shall not affect or invalidate in any manner Developer's obligations of mutual release under Article 10.8 or indemnification and hold harmless under Article 10.16.

9.2.4 Effect of Termination on the County Obligations. Upon any termination of the Development Agreement, the entitlements (including density), conditions of development, limitations on fees, and all other terms and conditions of the Development Agreement and any amendments shall no longer be vested by reason of the Development Agreement with respect to any portion of the Project then undeveloped and not then covered by a Building Permit application. Those undeveloped portions of the Project may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by the Development Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Project. Further, with respect to the improved portions of the Project, the County shall remain obligated to recognize and apply the development standards and configuration contained in the Olympic Park SPA Plan Book of Exhibits.

9.2.5 Reversion to Regulations for Unimproved Portions of the Project. Should the County terminate the Development Agreement under the provisions hereof, Developer's remaining unimproved portions of the Project will thereafter comply with and be governed by the applicable County Development Code and General Plan then in existence, as well as with all other provisions of Utah State law.

Article 10
GENERAL TERMS AND CONDITIONS

10.1 No Addition to Project. No property may be added to the Project or to the Olympic Park SPA for purposes of the Development Agreement, except by written amendment. This Development Agreement shall not affect any land other than the Project.

10.2 Development Agreement to run with the Land. The Development Agreement and any amendments shall be recorded against the Olympic Park. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project.

10.3 Construction of Development Agreement. The Development Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing assurances of continued vested development rights under the Development Agreement.

10.4 Laws of General Applicability. Where the Development Agreement refers to laws of general applicability to the Olympic Park SPA and other properties, that language shall be deemed to refer to laws, which apply to, all other developed and subdivided properties within the Snyderville Basin of Summit County.

10.5 Duration. The term of this Development Agreement shall commence on, and the effective date of this Development Agreement shall be, the effective date of the Ordinance approving this Development Agreement. The initial term shall be for a ten

(10) year period. Prior to the expiration of any ten (10) year term, the Developer may request in writing an additional ten (10) year extension of this Development Agreement from the County Council. The written request may be made no more than two (2) times for a total duration of thirty (30) years if both extensions are granted. The County Council shall review the extension request(s) to ensure that the Developer is in compliance with this Development Agreement and that the request does not jeopardize the health, safety and welfare of the citizens of Summit County. Absent any negative determination from the County Council in the course of the above-described review, the County Council shall approve the extension request. At the expiration of this Development Agreement, or the renewal period, the Olympic Park shall become subject to the then existing Development Code and General Plan and all unused development rights vested under this Development Agreement shall expire.

10.6 Amendments.

10.6.1 Substantial Amendments. Any amendment to the Development Agreement that alters or modifies the Terms of the Development Agreement or permitted uses, adds or removes of any lands, increases density or intensity of use, deletes any major public amenity described herein, or provisions for reservation and dedication of land, including open space dedications, shall be deemed a "**Substantial Amendment**" and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the County Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment.

10.6.2 Administrative Amendments. Unless otherwise provided by law, all amendments to the Development Agreement that are not Substantial Amendments shall be "**Administrative Amendments**" and shall not require a public hearing or recommendation of the Planning Commission prior to the execution by the Parties of such an amendment. The Director is hereby empowered to make all final Administrative Amendment decisions.

10.6.3 Effect of Amendments. Any amendment to the Development Agreement shall be operative only as to those specific portions of this Development Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

10.7 Conflicts.

10.7.1 To the extent there is any ambiguity in or conflict with the provisions of the Development Agreement and the Olympic Park SPA Plan Book of Exhibits (including, without limitation, the Master Conceptual Site Plan, Lighting Guidelines, Landscaping Plan, and Architectural Design Guidelines therein), the more specific and/or more restrictive provision or language shall take precedence over more general provisions or language.

10.7.2 The County has reviewed the Code and General Plan and has determined that Developer has substantially complied with the provisions thereof and hereby finds that the Olympic Park SPA is consistent with the purpose and intent of the relevant provisions of the Snyderville Basin Development Code and General Plan. The Parties further agree that the omission of a limitation or restriction herein shall not relieve Developer of the necessity of complying with all applicable County Ordinances and Resolutions not in conflict with the provisions of this Development Agreement, along with all applicable state and federal laws.

10.8 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the Parties' respective rights and obligations under this Development Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's council members, officials, employees, agents, attorneys and consultants, herby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Development Agreement in connection with the application, processing or approval of the Olympic Park SPA, Olympic Park SPA Plan, and the Original Development Agreement, to include any claims for vested development rights by any Developer on property which is within the Olympic Park SPA.

10.9 State and Federal Law. The Parties agree, intend and understand that the obligations imposed by the Development Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of the Development Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, the Development Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Development Agreement shall remain in full force and effect.

10.10 Enforcement. The Parties to this Development Agreement recognize that the County has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Development Agreement, and may, as its option, seek an injunction to compel such compliance. In the event that Developer or any user of the subject property violates the rules, policies, regulations or ordinances of the County or violates the terms of the Development Agreement as amended, the County may, without electing to seek an injunction and after thirty (30) calendar days written notice to correct the violation (or such longer period as may be established in the discretion of the County Council or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) calendar days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The Parties further recognize that Developer has the right to enforce the provisions of the Development Agreement by seeking an injunction to compel compliance to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Both Parties shall be free from any liability arising out of the exercise of its rights under this paragraph; provided, however, that any Party may be liable to the other for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Section 78-27-56, as each may be amended.

10.11 No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless the Development Agreement is amended by vote of the County Council taken with the same formality as the vote approving this Development Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

10.12 Entire Agreement. This Development Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter, including but not limited to the Original Development Agreement. The Development Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to the Development Agreement and recorded.

10.13 Notices. Any notice, confirmation or other communication hereunder (each, a "**Notice**") shall be given in writing by certified mail, postage prepaid, or personally or by nationally-recognized overnight courier, at the following addresses, or by email to the following email addresses:

To the County:

The County Council
Summit County Courthouse
P.O Box 128
Coalville, Utah 84017
Email: countycouncil@summitcountyutah.gov

Summit County Director of Community Development
P.O Box 128
Coalville, Utah 84017

With a copy to:

David L. Thomas
Chief Deputy Summit County Attorney
P.O. Box 128
Coalville, Utah 84017
Email: dthomas@summitcountyutah.gov

To Developer:

Colin Hilton
President / CEO
Utah Olympic Legacy Foundation
PO Box 980337
3419 Olympic Parkway
Park City, Utah 84098
Email: Chilton@uolf.org

With a copy to:

Allison Behjani
Ray Quinney & Nebeker P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111

Or to such other addresses, such other emails, or the attention of such other person as either Party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

10.14 Applicable Law. This Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

10.15 Execution of Development Agreement. This Development Agreement and any amendments may be executed in multiple counterparts or originals.

10.16 Indemnification and Hold Harmless. Developer agrees to and shall indemnify and hold County, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability: (1) for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf; and (2) from any claim of damages, just compensation, restitution, judicial or equitable relief due by reason of the terms of or effect arising from the Development Agreement or the Original Development Agreement. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any action for damages, just compensation, restitutions, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Olympic Park SPA or any claims arising out of the Development Agreement or the Original Development Agreement. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph or due by reason of the terms of, or effects arising from the Development Agreement or the Original Development Agreement regardless of whether or not the County prepared, supplied or approved the Development Agreement or the original Development Agreement, plans or specifications, or both, for the Project. Developer further agrees to indemnify, hold harmless, and pay all costs for the defense of the County, including fees and costs for special counsel to be selected by the County, regarding any action by a third party challenging the validity of the Development Agreement or the Original Development Agreement or asserting that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of, or effects arising from the Development Agreement or the Original Development Agreement. County may make all reasonable decisions with respect to its representation in any legal proceeding.

10.16.1 Exceptions to Hold Harmless. The agreements of Developer in Article 10.16 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim reserved by Developer under the terms of this Development Agreement for just compensation.

10.16.2 Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than ten (10) business days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the County shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

10.17 Relationship of Parties. The contractual relationship between the County and Developer arising out of the Development Agreement is one of independent contractor and not agency. It is specifically understood by the Parties that: (a) the Olympic Park SPA Plan is a private development; (b) County has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Olympic Park unless the County accepts the improvements pursuant to the provisions of this Development Agreement or in connection with subdivision plat, site plan, deed, or map approval; and (c) Developer shall have the full power and exclusive control of the Project subject to the obligations of Developer set forth in the Development Agreement.

10.18 No Third Party Beneficiaries. This Development Agreement is not intended to affect or create any rights or obligations on the part of third parties.

10.19 Computation of Time. In computing any period of time pursuant to the Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

10.20 Titles and Captions. All section titles or captions contained in the Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

10.21 Savings Clause. If any provision of the Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of the Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

10.22 Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

10.23 Severability. If any provision of the Development Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Development Agreement can be enforced without failure of material consideration to any Party, then the remainder of the Development Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties. If any material provision of the Development Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, the Developer or the County shall have the right in their sole and absolute discretion to terminate the Development Agreement by providing written notice of such termination to the other Party.

10.24 Project is a Private Undertaking. It is agreed among the Parties that the Project is a private development and that the County has no interest therein except as authorized in the exercise of its governmental functions. The Project is not a joint venture, and there is no such relationship involving the County. Nothing in the Development Agreement shall preclude the Developer and any participating landowner from forming any form of investment entity for the purpose of completing any portion of the Project.

10.25 Recordation. Upon execution by the Parties, the County shall file this Development Agreement for recordation in the Summit County Recorder's Office.

IN WITNESS WHEREOF, this Development Agreement has been executed by Summit County, acting by and through the County Council of Summit County, State of Utah, pursuant to Ordinance No. 820-A, authorizing such execution, and by a duly authorized representative of Developer, as of the above stated date.

SUMMIT COUNTY

By: Summit County Council

____
Canice Harte
Chair

Attest:

____
Summit County Clerk

Approved as to Form:

____
David L. Thomas
Chief Deputy

UTAH ATHLETIC FOUNDATION, a Utah non-profit corporation

By: Utah Olympic Legacy Foundation

____
Colin Hilton
President/CEO

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___ day of _________, 2026 by Colin Hilton, President/CEO of the Utah Olympic Legacy Foundation.

____

Notary Public Residing at: _______________
My commission expires: _________________

BOOK OF EXHIBITS TABLE OF CONTENTS

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EXHIBIT A

Project & Legal Description

Exhibit A.1 Project Description

UTAH OLYMPIC PARK SPECIALLY PLANNED AREA
3419 OLYMPIC PARKWAY, PARK CITY, SUMMIT COUNTY, UTAH

The Utah Olympic Park Specially Planned Area (UOP SPA) combines a unique history and an ambitious future. Utah Olympic Park (Park) was integral in attracting and hosting events of the 2002 Olympic Winter Games and now looks to further sustain its operation by adding complementary development. The proposed elements will promote and serve an expanded variety of programs and users. The Utah Athletic Foundation d.b.a. Utah Olympic Legacy Foundation, a 501(c)(3) non-profit organization, oversees the 394 acres of the Utah Olympic Park (previously known in the 1990's as the Utah Winter Sports Park).

The Core Missions of the Foundation include efforts to:

- Maintain, operate, and enhance Utah's Olympic Legacy Facilities
- Engage and involve more people - especially Utah's youth - in winter sport
- Inspire, educate, and entertain the public through unique & exciting public offerings
- Improve the quality of youth sport and physical activity programs in Utah
- Ensure the long-term viability & relevance of Utah's Olympic Legacy efforts

The Utah Olympic Park SPA will provide opportunities for the Foundation to reach these goals and objectives by:

- Creating a dynamic year round Olympic Sports Campus
- Following a set of "Guiding Principles" for development that looks to attract building types and uses that will support & complement the existing Olympic Winter Training Facilities & Programs, including:
    - Sports Medicine/Sport Science Facilities
    - Athlete Housing/Lodging Opportunities
    - Office Campus
    - Added family/public oriented activities
    - Increased meeting/convention space

The UOP SPA Master Conceptual Site Plan (MCSP) proposes a unique mix of land uses focused around existing and future centers of sport activities. The MCSP clusters these uses within a central campus area, providing for an efficient, pedestrian-friendly assembly of health, recreation, and sport centered facilities. These planned uses will provide for a viable long-term strategy that will build upon the foundation that exists at Utah Olympic Park while creating a new synergy of uses that will benefit the Park long-term. These uses are envisioned to include Offices, Sport Science facilities, Recreational Training facilities, a Hotel, Athlete and Employee Housing, Tourist and Visitor Amenities and Resort Support services.

The MCSP proposes a mix of public and private facilities that will provide the Foundation with varied revenue streams that may include land lease agreements, for sale properties, increased tourism/visitation, meeting and convention facilities, and an enhanced recreational and community user base.

Building upon the existing Park facilities provides a unique opportunity to create a sustainable operating model. The Olympic Legacy Foundation's Board and leadership are motivated to find creative ways to "self-sustain" in perpetuity through public & private partnerships promoting quality development projects. These efforts and envisioned activity centers will further establish the Utah Olympic Park as a significant destination within Summit County and the Park City region for generations to come.

DESIGN TEAM

Utah Olympic Park
Colin Hilton
Utah Olympic Legacy Foundation 3419 Olympic Parkway
P.O. Box 980337
Park City, UT 84098-0337 435.658.4200

Development Consultant
Steve Brown
Millcreek Consulting & Development
3017 E. Kempner Road
Salt Lake City, UT 84109 801.277.2525

Land Planning/Landscape Architecture
Eric Langvardt, RLA
Langvardt Design Group 1525 Westmoreland Drive Salt Lake city, UT 801.505.8090

Architecture
Craig Elliott
Elliott Workgroup 364 Main Street
P.O. Box 3419
Park City, Utah 84060 801.415.1839

Civil Engineering
Steve Schueler & Michael Demkowitz
Alliance Engineering
P.O. Box 2664
Park City, UT 84060 435.649.9467

Traffic Engineer
Jon Nepstad & Preston Stringer
Fehr and Peers
2I80 South 1300 East, Suite 220
Salt Lake City, UT 84106
801.463.7600

Financial Analysis
Lauren Knowles
Lodestar West, Inc.
PO Box 1011
Park City, UT 84060 435.901.8434

Exhibit A.2 Project Area: Parcels & Acreage

The Olympic Park Specially Planned Area consists of the following parcels and acreage:

PARCEL	ACRES
PP-62-KJS	5.2
KJS-6-1AM	3.000
PP-62-3-UAF-X	2.000
PP-62-4	3.000
PP-63-A	254.400
PP-63-A-2-X	1.46
~~PP-63-A-3-X~~	~~11.310~~
PP-65-A	124.940
Total Olympic Park Project Area	394

PARCEL 1

That part of the SUN PEAK PARCEL contained within Section 25 and the E½ NE¼ and the NE¼ SE¼, of Section 26, Township 1 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

BEGINNING at the Northeast Corner of Section 25, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said corner being a Brass Cap Monument set by the Summit County Surveyor in 1975; thence South 0°04'26" East 1645.34 feet along the East section line of said Section 25, to a point on the boundary between the SUN PEAK PARCEL and the LDS CHURCH PARCEL, said point being the true point of beginning (Basis of bearing being the section line between the Northeast Corner and Southeast Corner of said Section 25); thence South 00°04'26" East 300 feet along said section line; thence leaving the section line West 1652.50 feet; thence South 700 feet; thence North 89°50'17" West 2120 feet; thence South 51°55'24" West 2018.43 feet to the West line of said Section 25; thence North 89°47'29" West 1338.79 feet; thence North 0°20'06" West 4068.54 feet; thence North 89°47'04" East 1339.22 feet to the Northeast Corner of said Section 26; thence South 01°31'52" West 179.08 feet along section line to the Northwest Corner of said Section 25; thence South 89°50'17" East 3737.03 feet along the section line to the LDS CHURCH PARCEL boundary; thence South 1650.00 feet along said church parcel boundary; thence East 1652.11 feet along said church parcel boundary to the true point of beginning.

LESS AND EXCEPTING therefrom any portion within the bounds of the following:

A parcel of land in fee for an access road known as Project No. STP–2589(1)(0) being part of an entire tract of property, situate in Section 25, Township 1 South, Range 3 East, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:

BEGINNING at a point which is 1041.205 meters North 89°47'54" West, along the section line from the Southeast corner of Section 24, Township 1 South, Range 3 East, Salt Lake Base and Meridian; said point being 18.366 meters perpendicularly distant right from Engineers centerline station 1+021.006; thence South 32°22'32" West, a distance of 4.635 meters to a point which is 19.786 meters perpendicularly distant right from Engineers centerline station 1+017.365; thence Southwesterly, on a curve to the right having a radius of 30.000 meters, through a central angle of 54°08'33", a distance of 28.349 meters (chord bears S 59°26'48" West, 27.306 meters) to a point which is 19.343 meters perpendicularly distant right from Engineers centerline station 0+994.879; thence South 86°31'05" West, a distance of 93.594 meters to a point which is 12.912 meters perpendicularly distant right from Engineers centerline station 0+907.449; thence Southwesterly, on a curve to the left having a radius of 32.808 meters, through a central angle of 85°06'51", a distance of 48.737 meters (chord bears 43°57'40" W, 44.378 meters) to a point which is 12.192 meters perpendicularly distant right from Engineers centerline station 0+840.601; thence South 1°24'15" West, a distance of 51.986 meters to a point which is 12.192 meters perpendicularly distant right from Engineers centerline station 0+788.615; thence Southwesterly, on a curve to the right having a radius of 42.192 meters, through a central angle of 79°19'36", a distance of 58.415 meters (chord bears S 41°04'01" W, 53.860 meters) to a point which is 12.192 meters perpendicularly distant right from Engineers centerline station 0+747.080; thence South 80°43'53" West, a distance of 18.757 meters to a point which is 12.192 meters perpendicularly distant right from Engineers centerline station 0+728.323; thence North 9°16'10" West, a distance of 24.384 meters to a point which is 12.192 meters perpendicularly distant left from Engineers centerline station 0+728.323; thence North 80°43'50" East, a distance of 18.757 meters to a point which is 12.192 meters perpendicularly distant left from Engineers centerline station 0+747.080; thence Northeasterly, on a curve to the left having a radius of 17.808 meters, through a central angle of 79°19'35", a distance of 24.655 meters (chord bears N 41°04'01" E, 22.733 meters) to a point which is 12.192 meters perpendicularly distant left from Engineers centerline station 0+788.615; thence North 1°24'15" East, a distance of 51.986 meters to a point which is 12.192 meters perpendicularly distant left from Engineers centerline station 0+840.601; thence Northeasterly, on a curve to the right having a radius of 62.865 meters, through a central angle of 63°20'02", a distance of 69.490 meters (chord bears N 33°04'14" E, 66.006 meters) to a point which is 15.532 meters perpendicularly distant left from Engineers centerline station 0+894.116; thence South 89°47'54" East, a distance of 138.583 meters to the point of BEGINNING.

AND

A parcel of land located in the Northeast quarter of Section 25, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 89°51'00" West 1650.00 feet along the section line and South 00°03'43" East 1650.00 feet along the Utah Olympic Legacy boundary from the Northeast corner of Section 25, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the boundary of the Utah Olympic Legacy boundary survey, recorded December 30, 2011, as Entry No. S–7392, in the office of the Summit County Recorder, and running thence along the boundary the following three (3) courses: 1) South 89°51'00" East 1650.00 feet; thence 2) South 00°03'43" East 296.24 feet; thence 3) South 89°59'52" West 1652.63 feet; thence North 00°26'27" East 300.64 feet to the point of beginning.

PARCEL 2

A parcel of land lying within the SUN PEAK PARCELS MAP in the Southwest Quarter of Section 25, Township 1 South, Range 3 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

COMMENCE at the Northwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said Section Corner being a brass cap set by the County Surveyor in 1958; thence North, a distance of 2424.90 feet; thence West, a distance of 3760.42 feet to the Westerly right of way of Bear Hollow Drive and point of beginning; (Basis of bearing between the Northwest Corner of said Section 31 and the West Quarter Corner of Section 31 North 00°00'06" West) thence leaving said right of way South 59°49'56" West, a distance of 1856.83 feet to the West line of said Section 25; thence North 51°55'25" East along the line common to Parcel 21 of the BEAR HOLLOW SUBDIVISION PLAT and the WINTER SPORTS PARK PROPERTY, a distance of 2018.47 feet; thence continuing along said line South 89°50'17" East, a distance of 48.39 feet to the Westerly right of way of Bear Hollow Drive and point of intersection with a non-tangent curve, concave Easterly, having a radius of 2278.40 feet and a central angle of 00°48'09"; thence Southerly along said right of way and arc of said curve to the left; from which the radial bearing bears South 84°26'05" East, a distance of 2278.40 feet, said arc subtended by a chord which bears South 05°09'51" West, a distance of 31.91 feet to the curve's end; thence South 04°45'46" West, a distance of 192.08 feet; to the beginning of a curve, concave Westerly, having a radius of 692.73 feet and a central angle of 07°23'38"; thence Southerly along the arc of said curve to the right, a distance of 89.50 feet to the curve's end, and the point of beginning.

PARCEL 3

BEGINNING at a point on a fence line, said point being North 89°50'17" West 4657.09 feet from the Southeast Corner of Section 24, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 89°50'17" West 236.35 feet along said fence line; thence North 14°56'15" East 193.16 feet; thence South 79°30'11" East 217.51 feet; thence South 10° 28'45" West 150.18 feet to the point of beginning.

PARCEL 4

BEGINNING at a point on a fence line, said point being North 89°50'17" West 4657.09 feet from the Southeast Corner of Section 24, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 10°28'45" East 150.18 feet; thence South 79°30'11" East 159.80 feet; thence East 193.68 feet; thence South 20°04'23" East 127.50 feet to said fence line; thence North 89°50'17" West 421.89 feet along said fence line to the point of beginning.

PARCEL 5

Part of the South Half of Section 24, Township 1 South, Range 3 East, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at the intersection of the South line of said Section 24 and the West line of the LDS Church Parcel boundary, as described in Book M–42 at Page 608 in the Office of the Summit County Recorder, which point is 1650 feet North 89°54'43" West from the Summit County Monument found marking the Southeast Corner of said Section 24 (the basis of bearings being South 00°04'26" East along the Section line between the Summit County monuments marking the said Southeast Corner of Section 24 and the Southeast Corner of Section 25, Township 1 South, Range 3 East, Salt Lake Base and Meridian) and running thence North 89°54'43" West 1306.80 feet along the South line of said Section 24; thence North 00°04'26" West 100 feet; thence South 89°54'43" East 1306.80 feet; thence South 00°04'26" East 100 feet to the point of beginning.

PARCEL 6

LOT 6, KIMBALL JUNCTION SUBDIVISION FIRST AMENDED, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

PARCEL 7

A parcel of land located in the South half of Section 24, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

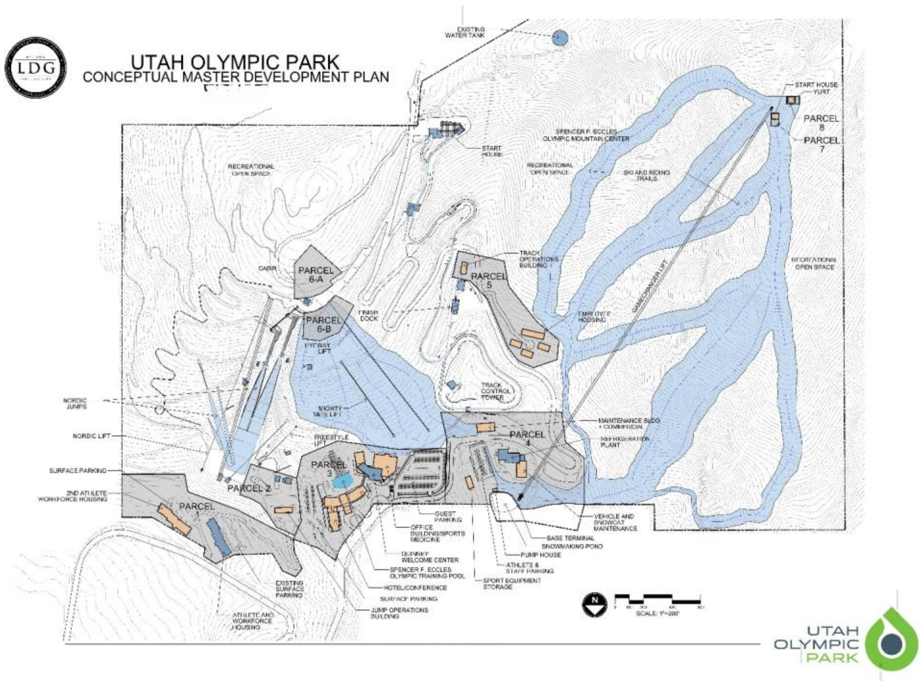
Beginning at the most easterly corner of Lot 6, Kimball Junction Subdivision Amended, as recorded with the office of the Summit County Recorder, and running thence along the North line of said Lot 6 the following three (3) courses: 1) North West 131.10 feet 2) North West 231.42 feet 3) North West 237.52 feet to a point on the easterly right of way line of Olympic Parkway and the northerly corner of said Lot 6; thence South East 149.52 feet; thence South East 188.63 feet; thence North West 89.33 feet; Thence North West 130.77 feet; thence North East 71.27 feet; thence South East 100.19 feet; thence South East 139.72 feet; thence North East 269.08 feet; thence North East 142.24 feet to a point on the southerly right of way line of said Olympic Parkway; thence South East along said right of way line 100 feet; thence South West 59.00 feet; thence South East 430.35 feet; thence North West 852.91 feet to the point of beginning.

Exhibit A.3 Utah Olympic Park Boundary Survey (8-21-2025)

INSERT RECORD OF SURVEY

EXHIBIT B

Master Conceptual Site Plan


UTAH OLYMPIC PARK
CONCEPTUAL MASTER DEVELOPMENT PLAN
LDG
EXISTING WATER TANK
START HOUSE
SPENCER F. ECCLES OLYMPIC MOUNTAIN CENTER
RECREATIONAL OPEN SPACE
SKI AND RIDING TRAILS
START HOUSE
YURT
PARCEL 8
PARCEL 7
RECREATIONAL OPEN SPACE
CABIN
PARCEL 6-A
PARCEL 6-B
FINISH DOCK
FLYWAY LIFT
TRACK OPERATIONS BUILDING
PARCEL 5
EMPLOYEE HOUSING
GAMECHANGER LIFT
RECREATIONAL OPEN SPACE
NORDIC JUMPS
NORDIC LIFT
MIGHTY MITE LIFT
TRACK CONTROL TOWER
FREESTYLE LIFT
MAINTENANCE BLDG + COMMERCIAL
REFRIGERATION PLANT
PARCEL 4
SURFACE PARKING
PARCEL 3
PARCEL 2
2ND ATHLETE WORKFORCE HOUSING
PARCEL 1
GUEST PARKING
OFFICE BUILDING/SPORTS MEDICINE
QUINNEY WELCOME CENTER
SPENCER F. ECCLES OLYMPIC TRAINING POOL
HOTEL/CONFERENCE
SURFACE PARKING
JUMP OPERATIONS BUILDING
EXISTING SURFACE PARKING
ATHLETE AND WORKFORCE HOUSING
SPORT EQUIPMENT STORAGE
ATHLETE & STAFF PARKING
PUMP HOUSE
SNOWMAKING POND
BASE TERMINAL
VEHICLE AND SNOWCAT MAINTENANCE
N
SCALE: 1"=200'
UTAH OLYMPIC PARK

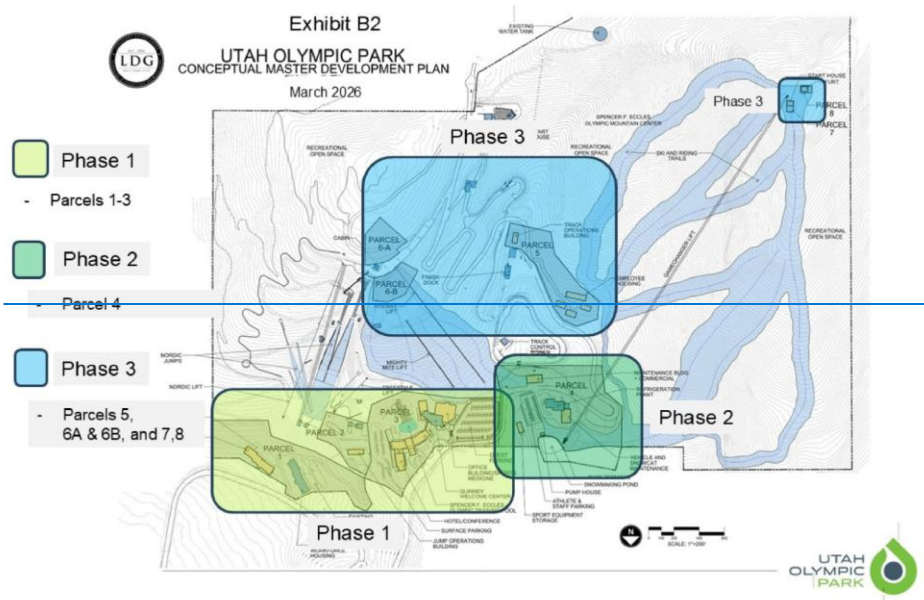


Exhibit B2
UTAH OLYMPIC PARK
CONCEPTUAL MASTER DEVELOPMENT PLAN
March 2026
Phase 1
- Parcels 1-3
Phase 2
- Parcel 4
Phase 3
- Parcels 5,
6A & 6B, and 7,8
Phase 3
Phase 3
Phase 2
Phase 1
UTAH
OLYMPIC
PARK

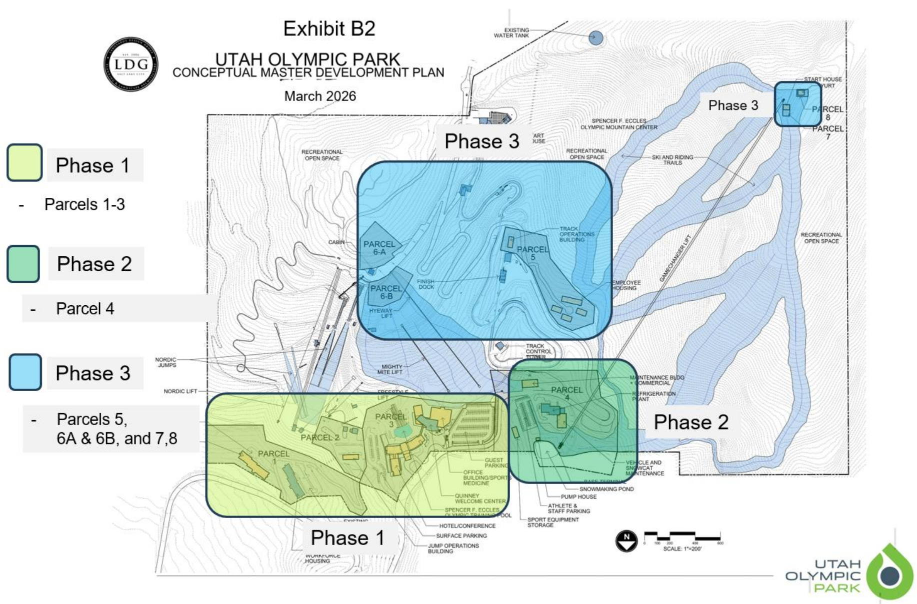


Exhibit B2
UTAH OLYMPIC PARK
CONCEPTUAL MASTER DEVELOPMENT PLAN
March 2026
Phase 1
- Parcels 1-3
Phase 2
- Parcel 4
Phase 3
- Parcels 5,
6A & 6B, and 7,8
Phase 3
Phase 3
Phase 2
Phase 1
UTAH
OLYMPIC
PARK

Exhibit B.3 – Ridgeline Protection

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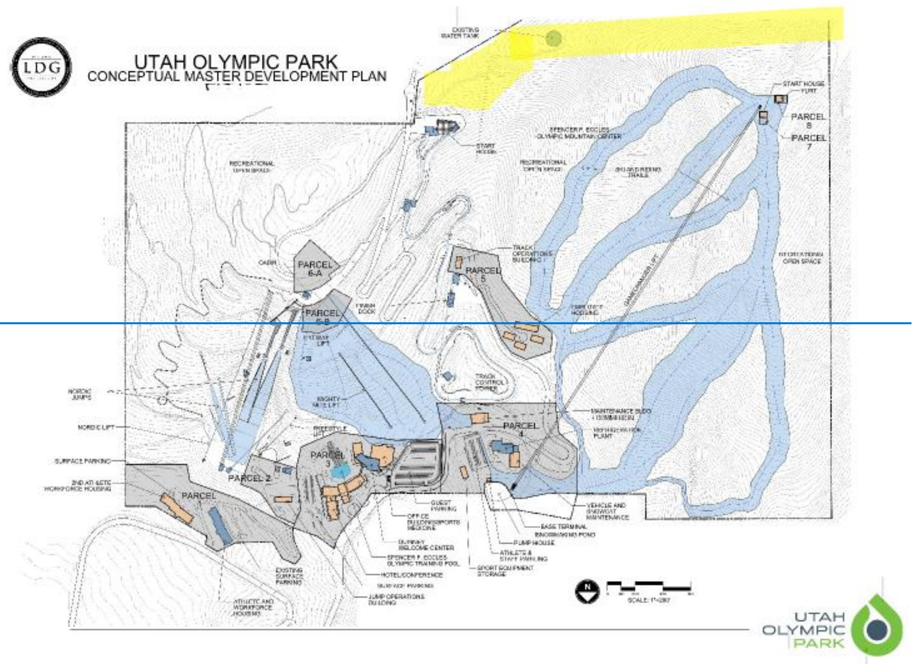
UTAH OLYMPIC PARK
CONCEPTUAL MASTER DEVELOPMENT PLAN
LDG
EXISTING WATER TANK
START HOUSE
START HOUSE
YURT
PARCEL 8
PARCEL 7
SPENCER F. ECCLES OLYMPIC MOUNTAIN CENTER
RECREATIONAL
OPEN SPACE
TRAILS
TRACK OPERATIONS BUILDING
PARCEL 5
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CABIN
FINISH DOCK
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PLANT
PARCEL 4
PARCEL 3
PARCEL 2
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GUEST PARKING
WELCOME CENTER
SPENCER F. ECCLES OLYMPIC TRAINING POOL
HOTEL/CONFERENCE
JUMP OPERATIONS
EXISTING SURFACE PARKING
VEHICLE AND SNOWCAT MAINTENANCE
BASE TERMINAL
PUMP HOUSE
ATHLETE & STAFF PARKING
SPORT EQUIPMENT STORAGE
N
UTAH OLYMPIC PARK

EXHIBIT C

Land Use and Zoning Charts

Mandatory Land Use Planning Principles

Dedication & Preservation of Viewshed/Environmental Features

Description: Preservation of viewsheds shall, when possible, include the retention of all or major portions of all meadow and hillside viewsheds all ridgelines, and significant environmental features such as all waterways and non-jurisdictional wetlands, wildlife habitat, wildfire hazard areas, historic and cultural artifacts, and geologic features. This is to be accomplished by, among other things, minimizing the removal of vegetation from the site and the amount of over lot grading required to fit the project into the natural landscape. These important features of the predevelopment landscape shall be as identified on the applicable land use plan map or by field inspection at the time of a development application.

Accomplished by:
Retention of all visual hillside viewsheds and ridgelines within the Sun Peak/Silver Springs Neighborhood and West Mountain Neighborhood Planning areas as viewed from Highway 224. Development is restricted to the least environmentally and visually sensitive and most developable areas of the property. Development area is clustered in the existing saddle adjacent to existing structures and parking areas. Development is placed to minimize the removal of significant vegetation.

Consistency with Desired Neighborhood Character

Description: Development shall be compatible with the desired neighborhood development patterns and policies identified in the Snyderville Basin General Plan and both the applicable neighborhood planning areas and future land use maps. Minor development that exceeds base densities should ensure economy of service delivery not only for Summit County and special service districts, but also to residents of the development. At least sixty percent (60%) of the total development parcel(s) that exceed base density shall be maintained as open space in a manner that is consistent with the goals and objectives of the Snyderville Basin Development Code. In certain instances, development, at the option of Summit County and when requested in writing by the developer, may make a cash in lieu of open space contribution to Summit County for the purposes of acquiring open space and open use recreation facilities at another location.

Accomplished by:
Utah Olympic Park is an existing Center of development located in an established development node. Utah Olympic Park property is compatible with desired West Mountain neighborhood development patterns of the General Plan and supports the recreational and resort nature of the region. The Resort Center is a complementary use to the existing West Mountain neighborhood and provides for on-site housing opportunities for employees and athletes of the proposed SPA uses. It ensures economy of service delivery to Summit County, service districts and residents of the Community through the use of a clustered "Resort Center" Land Plan. The plan meets and exceeds the 60% open space minimum.

Community & Neighborhood Recreation Facilities

Description: Development shall provide appropriate neighborhood recreation and trail facilities, in terms of location, type, and variety that meet the specific neighborhood resident demands that will be generated by the development project. The areas designated for such uses shall not simply be left over spaces within a development. They shall be appropriate in terms of size and quality for the intended use. The specific recreation and trail facilities provided shall be adequate to satisfy the neighborhood demand. While consideration shall be given to standards established in the Code, the unique characteristics of the neighborhood shall be taken into consideration in determining specific requirements. The long term care of these facilities shall be the responsibility of the developer or subsequent residents of the project. In certain instances, development with minimal units, at the option of Summit County and when requested in writing by the developer, may make a cash in lieu of facility contribution to the Snyderville Basin Special Recreation District to fulfill required neighborhood requirements. Written agreement approving the contribution and use of the funds shall require the consent of the Snyderville Basin Special Recreation District. Community contributions shall include the provision/dedication of sufficient land to accommodate public trail links/connections identified on the Recreation and Trails Master Plan. A development's contribution may occur on or off site, so long as the contribution is consistent with the intent of and serves the purpose identified in the Master Plan.

Accomplished by:
The Resort Center development does not create significant resident demands for Neighborhood Recreational Facilities. Existing trails are available for on-site workforce and athlete residents' use.

LAND USE AND ZONING: Chart 1							
Parcel	**Maximum Building Height**	**Commercial Gross Floor Area**	**AAWHU Gross Floor Area**	**Attainable Housing Gross Floor Area**	**Olympic Park Operational Support Use Gross Floor Area**	**Maximum Gross Floor Area**	**Principal Use**
1	55'	30,000 sf	60,000 sf	30,000 sf	0	120,000 sf	AAWHU/ Attainable Housing/ Lodging
2	40'	0	0	0	30,000 sf	30,000 sf	Olympic Park Operational Support
3	63'	190,000 sf	0	0	55,000 sf	245,000 sf	Commercial: Lodging/ Office/ Sports Performance/ Welcome Center
4	63'	25,000 sf	0	0	42,852 sf	67,852 sf	Olympic Park Operational Support/ Commercial/ Maintenance
5	50'	0	21,980 sf	20,000 sf	10,000 sf	51,980 sf	AAWHU/ Attainable Housing/ Olympic Park Operational Support
6-A 6-B	36'	10,000 sf	15,000 sf	25,000 sf	0	50,000 sf	AAWHU/ Attainable Housing
7	50'	0	0	0	2,000 sf	2,000 sf	Olympic Park Operational Support
8	50'	2,000 sf	0	0	0	2,000 sf	Olympic Park Operational Support~~Commercial~~
Totals		257,000 sf	96,980 sf	75,000 sf	139,852 sf		

Notes: For Parcels 1-5, development square footages may be placed in any development parcel within the SPA. No maximum square footages within development parcels 1-5 are established or required provided the proposed development meets all SPA and/or Summit County Development Standards. The Maximum Gross Floor Area does not include Athlete Support Uses as defined in Section 1.6 or Commercial Support Uses as defined in Section 1.10.

Commented [CH5]: Check CUP's

LAND USE & ZONING: Chart 2				
Uses	**Allowed**	**Low Impact**	**Conditional**	**Temporary**
Accessory Buildings under 2,000sf including Athlete Support	X			
Accessory Buildings between 2,000sf and 10,000sf including Athlete Support		X		
Accessory Buildings over 10,000sf including Athlete Support			X	
Art/Sculpture/Architectural Icon		X		
Athlete Support Facilities	X			
Bars, Taverns, Private Clubs			X	
Beauty Shop, Barber	X			
Bed and Breakfast Inn			X	
Building and Maintenance Services	X			
Car Port, Private		X		
Child Care, Commercial	X			
Churches, Schools, Institutional Uses	X			
Construction Trailer/Offices				X
Cultural Activity		X		
Dwelling Unit, Accessory under 1,000sf	X			
Dwelling Unit, Loft	X			
Dwelling Unit, Athlete, Dormitory	X			
Dwelling Unit, Multi-Family	X			
Dwelling Unit, Multi-Family, Townhouse	X			
Dwelling Unit, Single-Family Detached	X			
Event Tent, Private	X			
Food Cart, Outdoor/Mobile Food Vendor	X			
Health Care Facilities	X			
Hotel, Inn		X		
Indoor Entertainment, Commercial	X			
Laundromat	X			
Maintenance Facility, Park or HOA	X			
Newsstand	X			
Property Management Offices/Check-in Facilities	X			
Offices, General	X			
Offices, Medical and Dental	X			
Open Recreation Uses		X		
Outdoor Dining	X			
Outdoor Display of Merchandise, on premise		X		

Parks	X			
Parking Structure, stand-alone above ground			X	
Parking Lot, Surface or under Building Footprint	X			
Property Management		X		
Public Facilities		X		
Reception Center	X			
Recreation, Public	X			
Recreation and Athletic Facilities, Commercial	X			
Recreation and Athletic Facilities, Private		X		
Restaurant, Deli or take out, Neighborhood		X		
Restaurant, Full Service		X		
Retail Sales, Associated with Recreation Commercial	X			
Retail Sales, Food	X			
Retail Sales, General		X		
Ski Lifts, New		X		
Signs		X		
Skating Rink, Outdoor	X			
Ski Lifts, Replacement	X			
Ski Runs, New		X		
Storage UOP or Maintenance	X			
Swimming Pool, Public and Private		X		
Telecommunication Facilities		X		
Temporary Structures				X
Trailhead	X			
Trails, Community Wide	X			
Transportation services/ Facilities		X		
Utility Facilities, Underground	X			
Utility Facilities, Above-Ground		X		
Utility Facilities, Major			X	
Vehicle Control Gate	X			
Vendor, Short-Term				X

Notes:

1. All uses not listed herein but shown within the specific SPA Plan Book of Exhibits shall be allowed uses.

2. Recreational open space areas may include all recreational activities and/or facilities necessary to support Utah Olympic Park goals and objectives.

EXHIBIT D

Architectural Guidelines

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit D

EXHIBIT E

Landscaping Plan

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit E

EXHIBIT F

Lighting Plan

<u>See</u> Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit F

EXHIBIT G

Comprehensive Sign Plan

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit G

EXHIBIT H

Community Benefits

Community Benefit Criteria

Environmental Enhancements (High)

Description: Environmental enhancements shall include, but are not limited to, programs and improvements that will enhance existing wildlife habitat, rehabilitating wetlands disturbed by various land use practices, measures to protect air quality, establishing fisheries in local streams, and other such features. Such enhancements must be compatible with the Snyderville Basin General Plan and the applicable neighborhood plan. Environmental enhancements must produce benefits for the enjoyment of all residents of the Snyderville Basin. Improvements that are provided largely for the enjoyment of residents of the development and which produce only minor benefits for the general population may receive some density credit, but only to the extent that the general public benefits from the improvement.

Enhancements include:

- Promote mass transit including easy access to High Valley shuttle and Bus Routes, reducing the need for automobiles within the Park.
- All new Buildings will be constructed to a minimum of Energy Star 2011 building standards.

Affordable Athlete and Workforce Housing Units (AAWHU)- Restricted Affordable Housing

Description: Higher densities will be permitted when restricted affordable housing is provided within the project. Restricted housing must be of a type that is compatible with the neighborhood within which it is proposed. Restrictions by deed or other desired mechanism shall include appropriate sales and resale restrictions, rental rates restrictions, and other appropriate measures. The restrictions shall ensure that the dwelling units are oriented toward persons employed or doing athlete training within Summit County or surrounding counties and remain affordable to those employed or training in Summit County or surrounding counties in perpetuity, including rentals and sales beyond the original owner. Affordable housing types and size, together with the percentage of such units provided must be compatible with and deemed appropriate by Summit County for the neighborhood in which it is proposed and meet the housing needs of the community. Before restricted affordable housing density increases are granted, the ability of the local community to absorb the number and type of units proposed must be demonstrated. It is not the intent of Summit County to create neighborhoods comprised of restricted affordable housing only.

Accomplished by:

- The Utah Olympic Park development may provide for up to approximately 170 Affordable Athlete and Workforce Housing Units (AAWHUs) with a wide range of housing types serving athletes, coaches, and employees working or training at the Utah Olympic Park. The Developer is committed to deed restricting more AAWHUs than the minimum required (39.88 AAWHUs).
- Housing Units also include long-term and short-term units for both Athletes and Workforce at the Utah Olympic Park.
- UOLF will provide for restrictions that enable the units to be available to athletes and employees who are working and training at Utah Olympic Park.

Utah Olympic Park Affordable Athlete and Workforce Housing Summary

Required Affordable Athlete and Workforce Housing Units (“AAWHU”): 39.88

Affordable Athlete and Workforce Housing Agreement and Deed Restrictions:

County and UOLF entered into that certain Housing Agreement for a portion of Utah Olympic Park, Snyderville Basin, Summit County, Utah, dated August 30, 2019, and recorded on September 27, 2019, in the Office of the Summit County Recorder as Entry No. 01118683, in Book 2531, beginning at Page 0774 (the “Housing Agreement”).

The proposed Affordable Athlete and Workforce Housing Units exceed project minimum requirements. Appropriate deed restrictions, as approved by Summit County, shall be recorded against each AAWHU at the time of certificate of occupancy.

The Housing Agreement shall be updated and recorded consistent with this Development Agreement.

AAWHUs may be for rent, purchase, or a combination.

Short-term and Nightly Rentals will be allowed for AAWHU on Parcel 1 ~~units~~. Short-term Rentals will be allowed for AAWHU on Parcel 5, so long as the renters are athletes, employees or coaches. Nightly Rentals are prohibited on Parcel 5. No other rental term restrictions shall apply to these units.

Fee Waivers:

1. A waiver of 50% of the fees for each unit targeting 60-80% AMI.

2. A waiver of 75% of the fees for each unit targeting 40-60% AMI.

3. A waiver of 100% of the fees for each unit targeting 20-40% AMI.

4. At the sole discretion of the County Manager, and upon good cause shown, community- oriented housing non-profits only may be granted a waiver of 100% of the fees for all units.

Affordable Athlete and Workforce Housing Generation:

AAWUE CALCULATIONS

	Enter SQ/FT Proposed Square Feet/SF	**5000 Exemption**	**Calc SQ/FT**	**SF**	**Rooms**	**FTEs**	**Employees**
Commercial/Retail	10,000	5,000	5,000	5,000		3.3	16.5
High intensity, including, but not limited to call centers, real estate/property management offices, recreation/amusements	5,000	5,000	-	-		5.6	0
Lodging/hotel	185,000	5,000	180,000	180,000	0	0.6	0
Low intensity, including, but not limited to, utilities, education, medical offices, light industry, research parks	25,000	5,000	20,000	20,000		2.62	52.4
Medium intensity, including, but not limited to, banking and professional services	25,000	5,000	20,000	20,000		3.7	74
Restaurant/Bar	5,000	5,000	-	-		6.5	0
General Commercial	2,000	5,000	(3,000)	-		4.4	0
	257,000		**222,000**	**222,000**			142.9
						Inclusionary %	0.2
						Total Employees	28.58
						Workers Per HH	19.05
						jobs per worker	15.88
						Total Commercial AAWUEs	**15.88**
						Market Rate Residential Units	122.00
						Inclusionary %	0.20
						AAWUE	24.40
						Round Down	**24.00**
						Total Project AAWUE Requirement	**39.88**

* per Summit County

•• W.U.E. Obligation Calculation
Employees x .20 = X
X divided by 1.5 (workers per household)= Y
Y divided by 1.2 (jobs per worker)= W.U.E. required

Workforce Housing:

Building 1 – AAWHU

Unit Type	Min Size	Type	Size	AAWHUE	Unit Count	AAWHUE Value	
Studio	< 450	B	448	0.5000	11	5.5	18 beds
2 Bedroom	> 725	B2	757	1.5000	11	16.5	30 beds
2 Bedroom	> 850	C4	870	2.0000	8	16	40 beds
			Total AAWHU			38	

*Potential additional AAWHU

Unit Type	Min Size	Type	Size	AAWHUE	Unit Count	AAWHUE Value
Studio	< 450	B	448	0.5000	11	5.5
2 Bedroom	> 725	B2	757	1.5000	11	16.5
2 Bedroom	> 850	C4	870	2.0000	8	16
Fourplex						
SFH						

**AAWHU product mix and sq ft may change as needed to meet the housing needs of the Utah Olympic Park and the community*

Utah Olympic Park Attainable Housing Summary

Attainable Housing Maximum Gross Floor Area: 75,000 square feet

Attainable Housing Deed Restrictions:

Appropriate deed restrictions, as approved by Summit County, shall be recorded against each Attainable Housing dwelling unit at the time of certificate of occupancy.

Attainable Housing dwelling units may be for rent, purchase, or a combination.

Short-term and Nightly Rentals are permitted on Parcel 1. Short-term Rentals are permitted on Parcel 5, so long as the renters are athletes, employees or coaches. Nightly Rentals are prohibited on Parcel 5.

No fee waivers shall be applicable to Attainable Housing dwelling units.

Contribution to Community Trails and Parks

Description: Contributions for community parks and trails shall be made according to the Snyderville Basin Recreation and Trails Master Plan. Facilities "required" to meet specific neighborhood or project needs will not be considered as contributions to the communitywide system. Improvements and/or contributions must be considered appropriate and desirable by the Snyderville Basin Special Recreation District. The level of density incentive will relate to the value of the community benefit received from the contribution.

Accomplished by:

- Provide for integral trail connection of the potential future Hi-Ute Ranch Trail to the Sun Peak and Canyons neighborhoods.
- Extension of UOP trails to link with future Hi-Ute trail and create a UOP loop trail within the Park.
- Provide maintenance for new Cross Country trails located adjacent to UOP minimizing maintenance costs to SBSRD by utilizing available Park equipment.
- Providing Trail Connection from UOP Loop Trail to new Cross Country Trails in lower basin open space.

Exceeds Open Space Requirements for Project

Description: Density incentives will be granted by Summit County when development project provides significant and meaningful open space consistent with the requirements established in Policy 5.1 of the General Plan, and when the amount of open space provided exceeds the required open space for the site as established in the Development Code.

Accomplished by:

- As required in Chapter 5.1 of the General Plan, the Utah Olympic Park provides "meaningful open space."
- The Utah Olympic Park site provides more than the minimum required Open Space. Open Space is proposed in large contiguous areas and includes near view buffers as identified in the General Plan.
- Required Open Space is located to protect the most important attributes and character of the site. Utah Olympic Park preserves:
  - Scenic hillside viewsheds and ridgelines.
  - Provides open space connections to and through the village linking adjacent neighborhoods to amenities, parks and trails.

Tax Base & Economic Enhancements

Description: The potential density incentive will be partially a function of tax base and economic enhancements desired by Summit County, which may include, but are not limited to, job generation for the local labor supply; enhancements to the resort economy which may include appropriate short-term accommodations and recreation amenities; significant assessed valuation increases that benefit the County and special service districts; and/or significant increases in sales tax revenues to Summit County. Such projects shall be required to accommodate the unique seasonal employee housing needs of the development project in order to qualify for this measure. The development project shall be phased in a manner that ensures that tax revenues are available to Summit County and special service districts before those aspects of the project that may produce a fiscal burden on service providers are constructed. A fiscal, economic, and seasonal housing needs assessment of the project, based on assumptions approved by Summit County, will be required to demonstrate the level of enhancement generated by the project.

Accomplished by:

- Utah Olympic Park complements the existing Resort Character of the Canyons, Park City and Deer Valley resorts providing a unique mix of destination amenities and attractions.
- Utah Olympic Park provides a variety of Housing for resort industry support including appropriate full time and short-term Athlete and Workforce Housing.
- Utah Olympic Park amenities and attractions provide for direct and indirect economic income to Summit County and the community as a whole with the ability to draw resort and recreational tourists - 280,000 total current yearly visits.
- Provides additional Dwelling Units, Commercial/Office space, and tourism tax base to Summit County.
- Increased property, sales, and resort community tax as a result of tax increment financing methods.
- Provides Job Growth within the Resort Industry through additional Recreation Training Facilities and Commercial/Office uses.
- Provides growth of sport within Summit County through additional Sport Training Facilities.
- Current Financial Impacts to local economy from UOP Special Events (Athletes) = 3,000 to 5,000 total room nights per year.
- Provides expanded athlete training visits outside of Special Events.

Compatibility with “Town, Resort, Village Design”

Description: Higher densities may be permitted within those areas designated Town or Resort Center on the applicable neighborhood land use plan map. However, to qualify for density increases under this provision, all development must comply with the appropriate design principles identified in Policy 3.8 of the Snyderville Basin General Plan. Furthermore, development shall be clustered at a minimum rate of approximately five (5) units per one acre so as to create an appropriate critical mass within the developed area.

Accomplished by:

- As outlined in Policy 3.8 of the General Plan, the Utah Olympic Park is suitable as a Resort Center and is an appropriate location because it:
    - Creates minimal disturbance to environmentally “critical” areas and builds upon an existing Resort base.
    - Has minimal disturbance to environmentally “sensitive” areas and Visual impacts are minimized by placing majority of development on existing saddle and off of hillside viewsheds.
    - Is compatible with the West Mountain Neighborhood Land Use Plan objectives and the proposed development area is buffered from all existing land uses.
    - Is highly accessible from major roadways within the Snyderville Basin and Kimball Junction and access to and from the Village will not adversely affect existing residential neighborhoods.
    - Is in close proximity to existing economic and employment generators.
    - Is near appropriate infrastructure and services.

- Is designed to be pedestrian-oriented, accommodate mass transit opportunities and minimize the use of automobiles within the Project.

Land Bank & Development Right Relocation

Description: Summit County will use density incentives to encourage development right relocation from a less desirable location within the Snyderville Basin to a more desirable location within the Snyderville Basin or suitable contributions of land for land bank purposes to Summit County. The incentive shall be related to the public benefit received from the relocation, but it is recognized that significant density increases may be considered to achieve development relocation. It also is recognized that less desirable locations for development vary in degree of significance to the community. The more significant the area in which the development rights are being relocated from, the greater the incentive that will be considered. To qualify, density must be relocated from one parcel to another, not within the same parcel. Before a density incentive is granted, it must be demonstrated that the proposed density is appropriate in the area acquiring the density and that a reduction of density from the area in which the development rights are being relocated is appropriate and in the public interest.

Accomplished by: None Proposed

Unique Public Facilities & Amenities Exceeding Project Requirements

Description: Unique community facilities and amenities shall be considered only when it is demonstrated that the improvements or land contribution exceed the specific and identifiable impacts and/or needs of the project. The density shall be directly related to the value of the community benefit. Before a density incentive is granted, however, it also must be demonstrated that there is a need for the proposed improvements: that the improvements or land are needed or desired at the proposed location; that the land is appropriate in size and that the terrain is appropriate to accommodate the intended use; and the improvement is compatible with the surrounding neighborhood. Such benefits may include structured parking when it will result in the preservation of additional and desirable open space, school sites, trail underpass/overpass; public buildings; the provision of alternative transportation systems and facilities, or other such improvements that are determined to be desirable under the General Plan.

Accomplished by:

The Resort Center contains existing Amenities and Facilities including:

- Olympic Park Tours
- Eccles 2002 Olympic Winter Games Museum
- Alf Engen Ski Museum
- Summer Bobsled Rides
- Zipline Rides
- Alpine Slide
- Freestyle Aerial Show
- Youth Sport Programs – Summer & Winter

Future Facilities and amenities include:

- Expanded Training Facilities for High Performance and Community Recreation Programs
- Adventure Courses
- Special Events tents within Public Plazas to support Receptions, Meetings and Group Events
- Expanded Viewing Areas/Plazas around the Freestyle Pool

EXHIBIT I

Future Olympic Transportation & Security Staging Areas

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit I

EXHIBIT J

Exchange Agreement

See Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit J

EXHIBIT K

Traffic Studies

<u>See</u> Utah Olympic Park SPA Plan Book of Exhibits (October 2013), Exhibit K

Fehr & Peers

Memo

Date: January 9, 2026

To: Christopher M. Conabee; Utah Development and Construction

From: Fiona Dunn, Preston Stinger; Fehr & Peers

Subject: Utah Olympic Park Trip Generation

Introduction

This memorandum evaluates the differences in trip generation between the original land use program included in the 2011 Traffic Impact Study (TIS) for the Utah Olympic Park (UOP) development in Summit County, Utah, and the updated site plan as of 2025. The original TIS, submitted in November 2011, was approved by Summit County. Since that time, minor modifications have been made to the land use assumptions. As a result, a new trip generation analysis has been conducted to reflect the changes associated with the updated development plan.

General Update

At the time of the 2011 TIS, UOP had the following proposed land uses set to be built over two phases. The first phase of the project included:

- 112 residential units
- 40,000 square feet of medical office
- 6,200 square feet day lodge expansion, including 3,100 feet of athlete support and 3,100 feet of conference/reception/flex space

The second phase (full build out) of the project included:

- 13,900 square feet of indoor recreation
- 3,875 square feet of commercial
- 9,000 square feet of school approximately 90 students (including 45 existing students)
- 103,710 square feet of office
- 2,600 square feet of luge facility
- 6,000 square feet of lift/recreation base
- 29 residential units

Since 2011, UOP has constructed an athlete housing residential building which contains 72 dwelling units. These units are estimated to generate 23 AM peak hour, 25 PM peak hour, and 282 daily trips.

These trips are included in the new (2025) land use program trip generation as they currently exist and can explain some of the differences between the number of trips generated by each program.

Land Use Program Update

Per the 2011 and 2025 land use programs, the proposed development is slated to be built adjacent to the existing Utah Olympic Park facilities along Olympic Parkway between Olympic Parkway (New Park Boulevard) and Bear Hollow Drive. Access to the development will occur by way of Olympic Parkway, under existing roadway geometry. However, according to the Summit County Long Range Transportation Plan (LRTP) from 2022, there is a proposed project to connect Olympic Parkway to Bear Cub Drive. If completed, this will distribute traffic generated by the development onto two roadways and two intersections. As such, there is potential that this distribution of traffic will improve existing traffic conditions despite any increase in land uses and trip generation.

Key differences in the land use programs between 2011 and 2025 include:

Phase 1:

1. **Reduction in medical office space**; the 2011 land use program included over double the amount of square footage devoted to medical office space as proposed in the 2025 land use program.
2. **Increase in general office space**; the 2011 land use program included all general office spaces as part of Phase 2, however, in the 2025 update this land use has been moved to Phase 1. As such, there is an increase during Phase 1, but under a full build out, the general office land use decreases approximately by half.
3. **Addition of a hotel**; the 2025 land use program includes a 120-key hotel, which was absent from the original land use program.

Full Build Out:

1. **Increase in athlete support uses**; the 2025 land use program more than doubles the amount of square footage available as athlete support.
2. **Removal of the school**; the 2011 land use program included a school, which is absent from the updated land use program.
3. **Reduction in general office space**; the 2011 land use program included over 100,000 SF devoted to general office space in Phase 2. In the 2025 land use program, all general office space is in Phase 1, however, the total amount, between the two phases, decreases by nearly half.
4. **Increase in commercial/flex space**; the 2011 land use program had a minimal amount of space devoted to a small café, staging, or pro shop - all of which were intended serving existing Olympic Park users. The square footage devoted to these uses is proposed to be increased. However, as is stated in the 2011 TIS, these uses do not generate trips as they are for guests who are already on site at the UOP for a variety of other uses.

The differences between the two programs are outlined below in **Table 1** which includes all of the 2025 potential land uses.

Table 1. Land Use Program Comparison

Land Use	2011 Land Use Program	2025 Land Use Program	Difference	Percent Difference
		Phase 1		
Residential[3]	112 DU	72 DU	-40 DU	-36%
Medical Office	40,000 SF	15,400 SF	-24,600 SF	-62%
General Office	-	69,600 SF	+69,600 SF	-
Athlete Support	6,200 SF	15,000 SF	+8,800 SF	+142%
Hotel	-	120 Keys	+120 Keys	-
		Full Build Out (including Phase 1)		
Residential	141 DU	222 DU	+81 DU	+57%
Athlete Support/Indoor Recreation	20,100 SF	45,500 SF	+25,400 SF	+126%
Medical Office	40,000 SF	15,400 SF	-24,600 SF	-62%
General Office	103,700 SF	69,600 SF	-61,100 SF	-33%
Hotel	-	120 Keys	+120 Keys	-
Winter School	45 Students	-	-45 Students	-
Commercial/Flex	3,900 SF	12,000 SF	+8,100 SF	+207%

1. Rounded to the nearest 100th.
2. Luge Facilities and Lift/Recreation Base land uses from the 2011 Program are excluded as they are not destination uses and as such are not anticipated to generate trips from outside the development.
3. The 72 dwelling units in the 2025 Phase 1 land use program have already been built since 2011.
Source: Fehr & Peers, 2025.

Trip Generation

The trip generation rates for the 2025 land use program were based on the Institute of Transportation Engineers (ITE) *Trip Generation*, 12th Edition (2025), which provides the most current and up-to-date data available. This represents an update from the 8th Edition (2008) used in the original 2011 Traffic Impact Study (TIS).

Consistent with the TIS methodology, trip generation for athlete support uses was derived from data collected during the original study. These custom rates were maintained as the travel behavior associated with these uses is unique. It has been observed that residents of the development will primarily access these facilities, resulting in relatively few trips from outside the development.

In addition, Fehr & Peers applied the Mixed-Use Development (MXD+) methodology designed to account for the traffic benefits of mixed-use projects. MXD+ evaluates interactions among land uses and the share of trips made by alternative modes (e.g., transit, bicycling, walking). Based on MXD+ outputs for Phase 1, internal capture trip reductions of 8.6% (daily), 10.2% (AM peak), and 6.1% (PM peak) were applied—reflecting cases where a single visitor engages with multiple land uses within the development during one trip. Further trip reductions of 1.9% (daily), 2.2% (AM peak), and 1.9% (PM peak) were applied to account for mode shifts to active transportation and transit. MXD+ outputs for Full Build Out estimated internal capture trip reduction rates of 11% (daily), 14.4% (AM peak), and 7.5% (PM peak) which were applied to the trip generation. With further trip reductions of 2% (daily), 2 % (AM peak), and 1.8% (PM peak) also applied to account for mode shifts. Together, these adjustments provide a more realistic estimate of total external trip generation for the project under Phase 1 and Full Build Out conditions.

Table 2 shows the difference and percentage difference between the daily, AM, and PM trips generated by the 2011 and 2025 land use programs. The full 2011 and 2025 trip generation tables can be found in the appendix.

Table 2: Trip Generation Comparison

Time Period	2011 Trip Generation	2025 Trip Generation[1]	Difference	Percent Difference
		Phase 1		
Daily	1,730	2,334	+604	+35%
AM Peak Period	93	223	+130	+140%
PM Peak Period	105	237	+132	+126%
		Full Build Out (including Phase 1)		
Daily	3,522	3,762	+240	+7%
AM Peak Period	257	341	+84	+33%
PM Peak Period	323	358	+35	+11%

1. Inclusive of the existing 72 dwelling units built since 2011.
Source: Fehr & Peers, 2025.

Summary

Table 2 indicates that the updated (2025) land use program – inclusive of all potential land use being considered (including the existing 72 dwelling units that have been built since 2011)- would generate more daily and AM and PM peak hour vehicle trips than the original (2011) land use program under the Full Build Out conditions. The increase in vehicle trips can be attributed to residential land uses that have been and are proposed to be built, the inclusion of the hotel, and increase in athlete support square footage. The inclusion and increase of the land uses during daily and AM and PM peak hours are not fully offset by the reduction in office space, and other uses.

UDOT is planning to make updates to SR-224 and the I-80 / SR-224 interchange to alleviate congestion and accommodate future growth. The County may also proceed with connecting Olympic Parkway to Bear Cub Drive as recommended in the County's LRTP. As the currently proposed project would generate more daily, AM, and PM peak hour trips than were estimated in the November 2011 TIS, and with the proposed roadway improvements, it is unlikely that any new or more severe impacts would occur as a result of the minimal increase of peak hour trips. Accordingly, it is our recommendation that no updates to the 2011 TIS are needed.

Appendix

2011 Trip Generation Table:

Utah Olympic Park Full Build Out (2030) Trip Generation										
Parcel Number	Land Use[1]	Number of Units	Unit Type	Daily Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Transit Capture	Trips Entering	Trips Exiting	**New Daily Peak Hour Trips**
1	Apartments	62	Dwelling Units	378	50%	50%	5%	180	180	**360**
2	Apartments	18	Dwelling Units	110	50%	50%	5%	52	52	**104**
3	Apartments	30	Dwelling Units	183	50%	50%	5%	87	87	**174**
4	Apartments	2	Dwelling Units	12	50%	50%	5%	6	6	**12**
5	Medical Office (720)	40,000	Square Feet	926	50%	50%	5%	440	440	**880**
6	Athlete Support	6,200	Square Feet	211	50%	50%	5%	100	100	**200**
7	Indoor Recreation Facility (492)	13,900	Square Feet	458	50%	50%	5%	217	217	**434**
	Commercial/Flex	3,875	Square Feet	-	-	-	-	-	-	-
	Winter School	45	Students	112	50%	50%	5%	53	53	**106**
	Office (710)	41,500	Square Feet	457	50%	50%	5%	217	217	**434**
8	Office (710)	38,000	Square Feet	418	50%	50%	5%	199	199	**398**
9	Office (710)	4,100	Square Feet	45	50%	50%	5%	21	21	**42**
	Luge Facility	2,600	Square Feet	-	-	-	-	-	-	-
10	Office (710)	20,110	Square Feet	221	50%	50%	5%	105	105	**210**
11	Lift/Recreation Base	6,000	Square Feet	-	-	-	-	-	-	-
12	Apartments	14	Dwelling Units	85	50%	50%	5%	41	41	**82**
13	Apartments	10	Dwelling Units	61	50%	50%	5%	29	29	**58**
14	Apartments	5	Dwelling Units	31	50%	50%	5%	14	14	**28**
	Net Weekday Daily Peak Hour Trips							**1,761**	**1,761**	**3,522**
Parcel Number	Land Use[1]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Transit Capture	Trips Entering	Trips Exiting	**New AM Peak Hour Trips**
1	Apartments	62	Dwelling Units	24	20%	80%	5%	5	18	**23**
2	Apartments	18	Dwelling Units	7	20%	80%	5%	1	5	**6**
3	Apartments	30	Dwelling Units	12	20%	80%	5%	2	9	**11**
4	Apartments	2	Dwelling Units	1	20%	80%	5%	0	1	**1**
5	Medical Office (720)	40,000	Square Feet	34	79%	21%	5%	26	7	**33**
6	Athlete Support	6,200	Square Feet	20	73%	27%	5%	14	5	**19**
7	Indoor Recreation Facility (492)	13,900	Square Feet	5	45%	55%	5%	2	3	**5**
	Commercial/Flex	3,875	Square Feet	-	-	-	-	-	-	-
	Winter School	45	Students	36	61%	39%	5%	21	14	**35**
	Office (710)	41,500	Square Feet	48	88%	12%	5%	40	5	**45**
8	Office (710)	38,000	Square Feet	44	88%	12%	5%	37	5	**42**
9	Office (710)	4,100	Square Feet	5	88%	12%	5%	4	1	**5**
	Luge Facility	2,600	Square Feet	-	-	-	-	-	-	-
10	Office (710)	20,110	Square Feet	23	88%	12%	5%	19	3	**22**
11	Lift/Recreation Base	6,000	Square Feet	-	-	-	-	-	-	-
12	Apartments	14	Dwelling Units	5	20%	80%	5%	1	4	**5**
13	Apartments	10	Dwelling Units	4	20%	80%	5%	1	3	**4**
14	Apartments	5	Dwelling Units	2	20%	80%	5%	0	1	**1**
	Net Weekday AM Peak Hour Trips							**173**	**84**	**257**
Parcel Number	Land Use[1]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Transit Capture	Trips Entering	Trips Exiting	**New PM Peak Hour Trips**
1	Apartments	62	Dwelling Units	30	65%	35%	5%	19	10	**29**
2	Apartments	18	Dwelling Units	9	65%	35%	5%	5	3	**8**
3	Apartments	30	Dwelling Units	15	65%	35%	5%	9	5	**14**
4	Apartments	2	Dwelling Units	1	65%	35%	5%	1	0	**1**
5	Medical Office (720)	40,000	Square Feet	39	27%	73%	5%	10	27	**37**
6	Athlete Support	6,200	Square Feet	16	24%	76%	5%	4	12	**16**
7	Indoor Recreation Facility (492)	13,900	Square Feet	51	57%	43%	5%	28	21	**49**
	Commercial/Flex	3,875	Square Feet	-	-	-	-	-	-	-
	Winter School	45	Students	8	43%	57%	5%	3	4	**7**
	Office (710)	41,500	Square Feet	62	17%	83%	5%	10	49	**59**
8	Office (710)	38,000	Square Feet	57	17%	83%	5%	9	45	**54**
9	Office (710)	4,100	Square Feet	6	17%	83%	5%	1	5	**6**
	Luge Facility	2,600	Square Feet	-	-	-	-	-	-	-
10	Office (710)	20,110	Square Feet	30	17%	83%	5%	5	24	**29**
11	Lift/Recreation Base	6,000	Square Feet	-	-	-	-	-	-	-
12	Apartments	14	Dwelling Units	7	65%	35%	5%	4	2	**6**
13	Apartments	10	Dwelling Units	5	65%	35%	5%	3	2	**5**
14	Apartments	5	Dwelling Units	2	65%	35%	5%	2	1	**3**
	Net Weekday PM Peak Hour Trips							**113**	**210**	**323**

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 8th Edition Trip Generation Manual (ITE Manual)
2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual
3. Percentage of trips Entering and Exiting the development according to the ITE Manual.

SOURCE: Fehr & Peers, August 2011

2025 Trip Generation Table:

Utah Olympic Park Trip Generation (Full Build Out)											
Parcel Number	Land Use[1]	Number of Units	Unit Type	Daily Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Internal Capture[4]	Shift to Transit / Walk / Bike[5]	Trips Entering	Trips Exiting	New Daily Peak Hour Trips
1	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	72	Dwelling Unit	321	50%	50%	11.00%	2.0%	140	140	280
2	Athlete Support	6,126	Square Feet	209	50%	50%	11.00%	2.0%	91	91	182
3	Athlete Support	35,438	Square Feet	1208	50%	50%	11.00%	2.0%	527	527	1054
	720 (Medical Office Building)	15,438	Square Feet	525	50%	50%	11.00%	2.0%	229	229	458
	710 (General Office Building)	69,576	Square Feet	545	50%	50%	11.00%	2.0%	238	238	476
	310 (Hotel)	120	Keys	701	50%	50%	11.00%	2.0%	306	306	612
	Commercial/Flex	12,000	Square Feet	-	-	-	-	-	-	-	-
5-6	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	150	Dwelling Unit	669	50%	50%	11.00%	2.0%	292	292	584
7	Athlete Support	3,900	Square Feet	133	50%	50%	11.00%	2.0%	58	58	116
	Net Weekday Daily Peak Hour Trips								**1,881**	**1,881**	**3,762**
Parcel Number	Land Use[1]	Number of Units	Unit Type	AM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Internal Capture[4]	Shift to Transit / Walk / Bike[5]	Trips Entering	Trips Exiting	New AM Peak Hour Trips
1	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	72	Dwelling Unit	27	23%	77%	14.40%	2.0%	5	18	23
2	Athlete Support	6,126	Square Feet	20	73%	27%	14.40%	2.0%	12	4	16
3	Athlete Support	35,438	Square Feet	113	73%	27%	14.40%	2.0%	69	26	95
	720 (Medical Office Building)	15,438	Square Feet	50	78%	22%	14.40%	2.0%	32	9	41
	710 (General Office Building)	69,576	Square Feet	86	88%	12%	14.40%	2.0%	64	9	73
	310 (Hotel)	120	Keys	41	52%	48%	14.40%	2.0%	18	16	34
	Commercial/Flex	12,000	Square Feet	-	-	-	-	-	-	-	-
5-6	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	150	Dwelling Unit	57	23%	77%	14.40%	2.0%	11	37	48
7	Athlete Support	3,900	Square Feet	12	73%	27%	14.40%	2.0%	8	3	11
	Net Weekday AM Peak Hour Trips								**219**	**122**	**341**
Parcel Number	Land Use[1]	Number of Units	Unit Type	PM Peak Hour Trip Generation[2]	% Entering[3]	% Exiting[3]	Internal Capture[4]	Shift to Transit / Walk / Bike[5]	Trips Entering	Trips Exiting	New PM Peak Hour Trips
1	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	72	Dwelling Unit	27	64%	36%	7.50%	1.8%	16	9	25
2	Athlete Support	6,126	Square Feet	16	24%	76%	7.50%	1.8%	3	11	14
3	Athlete Support	35,438	Square Feet	92	24%	76%	7.50%	1.8%	20	64	84
	720 (Medical Office Building)	15,438	Square Feet	53	30%	70%	7.50%	1.8%	14	34	48
	710 (General Office Building)	69,576	Square Feet	82	16%	84%	7.50%	1.8%	12	63	75
	310 (Hotel)	120	Keys	56	51%	49%	7.50%	1.8%	26	25	51
	Commercial/Flex	12,000	Square Feet	-	-	-	-	-	-	-	-
5-6	221 (Multifamily Housing (Mid-Rise) - Not Close to Rail Trans	150	Dwelling Unit	57	64%	36%	7.50%	1.8%	33	19	52
7	Athlete Support	3,900	Square Feet	10	24%	76%	7.50%	1.8%	2	7	9
	Net Weekday PM Peak Hour Trips								**126**	**232**	**358**

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers – 12th Edition Trip Generation Manual (ITE Manual)
2. Traffic Generated by the development according to trip generation rates provided in the ITE Manual
3. Percentage of trips Entering and Exiting the development according to the ITE Manual.
4. Internal capture rates come from F&P's MXD+ tool.
5. Shift to Transit and Bike/Walk percentages come from F&P's MXD+ tool.

Source: Fehr & Peers, 2025.

COUNTY ATTORNEY
MARGARET H. OLSON

Criminal Division

BRAD BLOODWORTH
Chief Prosecutor

JOSEPH S. HILL
Prosecutor

FRED BURMESTER
Prosecutor

LINDSAY CHERVENAK
Prosecutor

WENDY CROSSLAND
Prosecutor

Civil Division

DAVID L. THOMAS
Chief Deputy

HELEN E. STRACHAN
Deputy County Attorney

RYAN P.C. STACK
Deputy County Attorney

LYNDA VITI
Deputy County Attorney

LEGAL MEMORANDUM

To: Summit County Council

From: David L. Thomas, Chief Deputy

Re: Disposal of Real Property

Date: April 8, 2026

---

1. The 2026 Utah Legislature enacted HB 535, which creates Utah Code §§11-1-201 thru 205, dealing with the disposal of public real property, with an effective date of May 6, 2026.

2. Utah Code §17-78-103 provides the current statutory structure for the disposal of real property. It requires that the County define what constitutes a "significant parcel of real property" and then requires a 14-day notice and public hearing prior to the disposal of the real property by the County.

3. Our Summit County Code §1-11-3 defines "significant real property" to be property in public use and requires a 14-day notice and public hearing by the County Manager prior to disposal. The Summit County Code further requires the County Manager to seek consent of the County Council where the value of the real property equals or exceeds $500,000. The definition used by the County to define "public use" has historically been awkward and at times somewhat confusing in practice.

4. HB 535 redefines a "significant parcel of real property" to be any property with a value equal to or exceeding $500,000. HB 535 also defines "dispose." HB 535 then requires a series of additional prerequisites to dispose of a "significant parcel of real property."

5. The proposed Ordinance is intended to conform Summit County Code Title 1, Chapter 11 to HB 535, as well as attempting to simplify the process.

Civil Division: PO BOX 128 · 60 North Main Street · Coalville Utah 84017 · Telephone (435) 336-3206 ·Facsimile (435) 336-3287

Criminal Division: 6300 Justice Center Road · Park City Utah 84098 ·Telephone (435) 615-3828 · Facsimile (435) 608-4462

Email: (first initial)(last name)@summitcountyutah.gov

SUMMIT COUNTY, UTAH

ORDINANCE NO. _______

AN ORDINANCE OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, AMENDING TITLE 1, CHAPTER 11 TO THE SUMMIT COUNTY CODE, DISPOSITION OF COUNTY REAL AND PERSONAL PROPERTY

PREAMBLE

WHEREAS, the 2026 Utah Legislature passed House Bill 535 ("HB 535"), which enacts Utah Code §11-1-201 thru 205, Disposal of Public Property, with an effective date of May 6, 2026; and,

WHEREAS, the Summit County Council desires to conform Title 1, Chapter 11 of the Summit County Code, Disposition of County Real and Personal Property, to HB 535.

NOW, THEREFORE, the County Legislative Body of Summit County, State of Utah, hereby ordains as follows:

Section 1. **Enactment.** Summit County Code, Title 1, Chapter 11, Disposition of County Real and Personal Property, which is published as a code in book form, is amended, enacted and adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the Summit County Clerk (the "Property Disposal Ordinance").

Section 2. **Savings Clause.** In the event one or more of the provisions of this Property Disposal Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under any applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Property Disposal Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. **Effective Date.** This Property Disposal Ordinance shall take effect on May 6, 2026.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this ____ day of March 2026.

ATTEST:

____
Evelyn Furse
Summit County Clerk

SUMMIT COUNTY COUNCIL

____
Canice Harte, Chair

APPROVED AS TO FORM

____
David L. Thomas
Chief Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Hanson	_________
Councilmember Robinson	_________
Councilmember Harte	_________
Councilmember Armstrong	_________
Councilmember McKenna	_________

EXHIBIT A

CHAPTER 11

DISPOSITION OF COUNTY REAL AND PERSONAL PROPERTY

SECTION:

1-11-1: DISPOSAL OF PROPERTY AUTHORIZED:

A. The county manager may dispose of, or control the disposition of, any county property, real or personal (including lost or abandoned property, and property whereby the county has any legal or equitable interest), the disposition of which is determined to be in the public interest and in accordance with good property management. The disposition of property, or any interest therein, may be by public or private sale, exchange, exchange and sale, option to purchase, lease, lease with an option to purchase, rental, trade in, public auction, public advertisement for sealed bids, or any other lawful manner or means. Such disposition shall not be for less than a full and adequate consideration unless otherwise permitted by law, and such consideration may be other than monetary. (Ord. 792, 1-30-2013)

B. “Dispose" means to: (i) sell, convey, donate, or otherwise permanently change the ownership of real property; (ii) enter into a joint venture that gives a private entity the right to use, possess, occupy real property; or (iii) give a private entity the right to use, possess, or occupy real property under a lease agreement with an initial term of more than (ten) 10 years.

C. “Dispose” does not include (i) an exchange of a parcel of real property for another parcel of real property; (ii) the creation, transfer, or use of an easement, unless the easement has a fair market value of more than fifty percent (50%) of the fair market value of the affected real property; or (iii) giving a private entity the right to use, possess, or occupy real property under a lease agreement with an initial term of ten (10) years or less.

1-11-2: PERSONAL PROPERTY:

The power to dispose of surplus, obsolete or unusable personal property held by the county is vested in the county auditor, and such disposition may be made in any manner consistent with county policy. The county auditor shall have discretion, subject to the best interests of the county and its residents, and in accordance with good property management techniques, over the disposition and manner of disposition of surplus, obsolete or unusable personal property. However, no such disposition shall be final without the approval of the county manager. (Ord. 792, 1-30-2013)

1-11-3: SIGNIFICANT REAL PROPERTY:

A. Approval of County Manager; Hearing Required: The disposition of significant real property shall be made only with the approval of the county manager and the holding of a public hearing with proper notice.

B. Significant Real Property: Significant real property is deemed to be any real property with a value of Five Hundred Thousand Dollars ($500,000) or more. C. Public Hearing; Notice: The county manager shall call and hold a public hearing concerning disposition of realty under this section. All interested persons may appear and be heard at the hearing. Public notice shall be given of the hearing, which shall contain the date, time and place thereof, a statement of the purpose of the hearing, and a description of the property or the interest therein to be disposed of. Such notice shall be published at least once prior to the hearing on the Utah Public Notice Website, and the hearing shall be held not sooner than fourteen (14) days after the publication of the notice thereof.

D. Publication: The county manager shall (i) publish an announcement on the county's website of the county's intent to dispose of significant real property for forty five (45) consecutive days; (ii) post a physical sign on the significant real property indicating that the property is available for sale, lease or joint venture, and that offers can be made to the county; and (iii) announce the county's intent to dispose of the significant real property during a public meeting. E. Council Consent: The county manager shall obtain the consent of the county council prior to the sale of such property. (Ord. 792, 1-30-2013)

F. Conveyance: The county manager's approval of the disposition of real property shall be in written form and shall be made available within a reasonable time after the decision on the county's website.

1-11-4: NON-SIGNIFICANT REAL PROPERTY:

A. Approval By County Manager: The county manager shall approve the sale of such realty. No public hearing is required.

B. Non-significant Real Property: Non-significant real property is deemed to be any real property with a value of less than Five Hundred Thousand Dollars ($500,000).

C. Publication: The county manager shall post a physical sign on the non-significant real property indicating that the property is available for sale, lease or joint venture, and that offers can be made to the county.

D. Disposal Of Property: Where property is acquired by the county for a specific purpose (such as in the case of transfers of development rights), said property may be disposed of by the county for that purpose under this section. The county manager may delegate the authority to dispose of this classification of property to an administrative official of the county.

1-11-5: PURCHASE AND SALE OF AFFORDABLE HOUSING:

A. Purchase: The Summit County council hereby authorizes the county manager to purchase existing deed restricted affordable housing within Summit County immediately upon availability.

B. Funding: To effect the affordable housing transaction program, there is hereby established an affordable housing fund which may receive funding from fees in lieu under this code and other affordable housing contributions, and which may be used to purchase available affordable housing under this program.

C. Resale: Once purchased, the county manager is hereby authorized to immediately sell the purchased unit to a qualified buyer at the maximum allowed sales price under the deed restriction or, if and when appropriate, at a lower price which is based upon the area median income ("AMI") or less when necessary to achieve the goals of affordable housing. If fair market value is less than the maximum allowed sales price, the resale price shall be at fair market value.

1. Qualified Buyers: The county, or its designee, shall maintain at its office a list ("list") of persons meeting the requirements for qualified purchasers of a unit ("qualified buyer"). The list shall rank the qualified buyers in order of the dates on which they applied to be placed on the list. The county shall have the right to determine the eligibility criteria for qualified buyers, and shall adopt written guidelines and policies to establish eligibility. The county shall have the right to amend such guidelines and policies from time to time as it determines necessary. In order to be placed on the list, a qualified buyer must deliver to the county evidence of being prequalified for sufficient financing to purchase a unit. If there are no qualified buyers on the list, the owner shall have the right to sell the unit to any qualified buyer

not on the list. Any qualified buyer on the list who purchases a unit shall pay to the county, at closing, the minimum sum of five dollars ($5.00) as a fee for being included on the list ("list inclusion fee").

2. Sale To Nonqualified Buyers: If, after using reasonable efforts to sell the unit to a qualified buyer, the county has not sold the unit within sixty (60) days after the offer date, then the county shall have the right to sell the unit to any person.

3. Sales Price: Where possible, the county shall sell all deed restricted affordable housing units at the maximum allowed sales price allowed under the deed restriction. If, however, the maximum allowed sales price exceeds that allowed to achieve affordable housing goals, or if the maximum allowed sales price exceeds fair market value, the county may reduce the sales price to that amount which is appropriate to achieve the affordable housing goals or fair market value.

D. Authorization: Notwithstanding the provision of subsection 1-11-3A of this chapter, the county manager is authorized to dispose of deed restricted affordable housing without prior consent of the county council. (Ord. 792, 1-30-2013)

1-11-6: APPROVAL BY COUNTY MANAGER; RECORDKEEPING:

A. Approval: No disposition of real or personal property shall be finalized until after the county manager shall have reviewed and approved the disposition, manner of disposition, and consideration benefiting the county; except that the county manager may, on a case by case basis, preauthorize the final disposition of surplus property subject to such restrictions, if any, as the county manager may deem appropriate.

B. Records: The county auditor shall maintain permanent public records for conveyances of real property and transactions involving personal property greater than five thousand dollars ($5,000.00). Such records must reflect a description of the property sold or otherwise conveyed, an appraisal of the real property conveyed (if deemed appropriate by the county manager), the manner of disposition, the consideration received by the county, the identity of the person to whom such property was sold or otherwise disposed of, the date of disposition, and the date of approval by the county manager. (Ord. 792, 1-30-2013)

1-11-7: GENERAL RULES:

A. Condemnation: If real property was acquired by condemnation, the county shall give the original owner the right of first refusal prior to the disposition thereof.

B. Federal Interests: If real property was acquired with federal funds, the federal government must consent to any disposal thereof.

C. Abandonment: Where the county has acquired real or personal property by dedication for a specific purpose, it may abandon its interests to such only through a vacation proceeding. Once the county's interest in the property has been vacated, the ownership of the property shall inure to the original owner who dedicated such to the county in the case of personal property or wholly dedicated land, or to the current owner where the county merely acquired a right of way interest to the land.

D. Tax Sales: Where the county has acquired real property through delinquent taxes, the tax sale requirements and procedures of Utah Code Annotated section 59-2-1301 et seq., shall apply. (Ord. 792, 1-30-2013)

1-11-8: NO RIGHTS CREATED IN THIRD PARTIES:

This chapter is not intended to, nor shall it be construed to, create any rights, claims or causes of action in third parties. (Ord. 792, 1-30-2013)

Community Development Department
P.O. Box 128
60 North Main Street
Coalville, Utah 84017
summitcounty.org

STAFF REPORT

To:	Summit County Council
From:	Ray Milliner, County Planner
Date of Meeting:	April 15, 2026
Type of Item:	Code Amendment, Accessory Buildings/Structures
Process:	Public Hearing – Legislative Review
File #:	

PROPOSAL

The proposed amendments to the Development Code would correct unintended issues/problems and simplify the rules for Accessory Buildings in the Snyderville Basin.

BACKGROUND

On September 9, 2021, the Summit County Council adopted comprehensive amendments to the accessory building regulations in the Development Code. The amendments created regulations limiting the size and number of accessory buildings that a property owner could have on a lot.

Highlights included:

- Creation of Minor Accessory Buildings
    - Allowed in all zones
    - Size of building = 75% of principal building footprint up to 2,000 square feet (2,667 square foot principal building = 2,000 square foot footprint of the Minor Accessory Building).
    - Secondary structure allowed up to 400 square feet footprint (this structure would be for a garden shed or smaller storage shed).
    - Combined Minor Accessory Building, Secondary structure cannot exceed 90% of principal structure footprint 2,667 square foot principal building = 2,000 square foot Minor Accessory Building + 400 square foot secondary structure).
    - Maximum height = 26'
- Creation of Major Accessory Buildings
    - Conditional Use Permit required in all residential zones.
    - Lots smaller than one acre not eligible.
    - Maximum size depends on size of the lot, with max size allowed 12,500 square-foot footprint.

- Only one allowed per lot or parcel
- Maximum height = 26'

Since adoption of the current accessory building regulations, staff has identified several unintended consequences. The proposed amendments are intended to address these issues while maintaining the original intent of the ordinance.

Issue #1 – Numerical Limits on Accessory Buildings

The current regulations limit accessory buildings to one (1) Major, one (1) Minor, and up to 400 square feet of smaller accessory structures. In practice, this numerical cap has created challenges for property owners. In some cases, applicants must remove an existing accessory building to construct a new one, even when the overall building area would remain compatible with the lot and surrounding development.

The proposed amendment replaces the numerical limits with a lot coverage standard. Under the revised language, the total combined footprint of all accessory buildings would be limited to ten percent (10%) of the lot area, up to a maximum of 14,500 square feet. This approach provides greater flexibility while maintaining appropriate scale and intensity.

Issue #2 – Major/Minor Classification

The current definition of a Major Accessory Building requires a minimum footprint of 2,000 square feet. Because only one Minor Accessory Building is permitted per lot, a property owner with a 1,500-square-foot accessory building cannot construct a second building of similar size. Instead, the only option is to increase the size of the proposed structure to at least 2,000 square feet and classify it as a Major Accessory Building.

To address this unintended incentive, staff proposes eliminating the Major/Minor distinction. Instead, any accessory building with a footprint greater than 2,000 square feet would require review through a Conditional Use Permit (CUP). This allows flexibility in building size while ensuring that larger accessory structures continue to receive Planning Commission and public review.

Issue #3 – Lack of Footprint Definition

The Development Code does not currently define "Building Footprint." Historically, footprints have been calculated based on the cement foundation perimeter. However, accessory buildings often include cantilevered elements supported by posts rather than foundations, which are not currently counted toward the footprint. This can significantly affect the perceived mass and scale of a structure.

To provide clarity and consistency, staff proposes adopting the following definition:

> "**BUILDING FOOTPRINT**. The total area of the plan view projected to grade, of a Building or structure, measured from the outside edge of all exterior walls and supporting columns. Cantilevered portions of roofs, up to a maximum projection of 36 inches from the wall or supporting beamline are not included. Uncovered; exterior stairs, ramps, patios, and decks, less than 30 inches above grade are not included."

Issue #4 – Circumvention Through Attachment or Minimal Separation

Staff have also identified instances where property owners attach new structures to the Principal Building or construct accessory buildings directly adjacent to one another to avoid accessory building limitations. These practices can create larger building masses than intended and undermine the purpose of the regulations.

The proposed amendments address this issue by clearly defining what constitutes an attached structure and by establishing a minimum five (5) foot separation requirement between all buildings on a lot.

SUMMARY
The proposed accessory Building amendments do the following:

- Require a CUP for any accessory building with a footprint of 2,000 square feet or larger.
- Prohibit construction of an accessory building before the principal building or use exists.
- Limits total footprint of Accessory Buildings to 10% of the lot area (max of 14,000 square feet).
- Gives Planning Commission ability to modify setbacks during CUP process.
- Maintains max height of 26 feet rule.
- Requires detached accessory structures to be at least 5 feet apart.
- Defines when an accessory structure is considered "attached"
- Prohibits steel shipping containers.
- Creates definitions and modifies the Use table.

ANALYSIS
Criteria 1: The amendment shall be consistent with the goals, objectives, and policies of the general plan. **COMPLIES**

> **Analysis**: Chapter 2 of the Snyderville Basin General Plan promotes sustainable land use planning principles that preserve neighborhood character, prevent sprawl,

and provide predictable and clear development standards. The proposed amendments advance these goals by replacing numerical accessory building limits with a clear coverage standard, defining building footprint, and clarifying attachment and separation requirements. These revisions improve regulatory predictability while ensuring accessory buildings remain subordinate in scale and compatible with surrounding development. The amendments are therefore consistent with the General Plan's emphasis on clear regulations and quality-built environments.

Criteria 2: The amendment shall not permit the use of land that is not consistent with the uses of properties nearby. **COMPLIES**

Analysis: The proposed amendment does not introduce new land uses. Accessory buildings will continue to be incidental to permitted principal uses. The amendment modifies dimensional and review standards but does not expand allowable uses. As such, surrounding land use patterns remain unchanged and compatible.

Criteria 3: The amendment will not permit suitability of the properties affected by the proposed amendment for the uses to which they have been restricted. **COMPLIES**

Analysis: The amendment does not restrict the ability of property owners to utilize their land for permitted principal uses. Instead, it clarifies and refines standards governing accessory structures. The revised lot coverage approach and CUP requirement for larger buildings maintain reasonable development opportunities while providing clearer standards. Therefore, property suitability is not impaired.

Criteria 4: The amendment will not permit the removal of the then existing restrictions which will unduly affect nearby property. **COMPLIES**

Analysis: The proposed amendment does not remove substantive development limitations; rather, it restructures them. While the Major/Minor distinction is eliminated, overall building scale is controlled through a ten percent (10%) lot coverage cap and a maximum size limitation. In addition, larger accessory buildings require Conditional Use Permit review, and setback and separation standards are clarified. These measures ensure that impacts to adjacent properties are mitigated and that nearby property owners are not unduly affected.

Criteria 5: The amendment will not grant special favors or circumstances solely for one property owner or developer. **COMPLIES**

Analysis: The proposed amendment applies uniformly to all properties within the applicable zoning districts and does not target or benefit any specific property owner or development proposal. The revisions are policy-based and intended to resolve code-wide inconsistencies.

Criteria 6: The amendment will promote the public health, safety and welfare better than the existing regulations for which the amendment is intended to change. **COMPLIES**

Analysis: The amendment promotes public welfare by improving clarity, predictability, and enforceability within the Development Code. Clearer footprint calculations, defined attachment standards, and separation requirements reduce ambiguity and potential disputes. The lot coverage cap and CUP requirement for larger structures help maintain neighborhood character and mitigate potential massing impacts. Collectively, these changes strengthen code administration and better protect surrounding properties.

RECOMMENDATION

Staff recommend that the Snyderville Basin Planning Commission conduct a public hearing, review the proposed language and forward a positive recommendation to the County Council per the findings of fact and conclusions of law written below.

Findings of Fact

1. The Snyderville Basin Development Code currently regulates Accessory Buildings through numerical limits, Major and Minor classifications, and dimensional standards.
2. Since adoption of the existing ordinance, staff has identified unintended consequences, including:
    a. The requirement to remove existing accessory buildings to construct new ones due to numerical caps.
    b. Incentives to increase building size to meet the “Major” classification threshold.
    c. Ambiguity in calculating building footprint due to the absence of a formal definition.
    d. Circumvention of accessory building limitations through minimal structural attachments or lack of separation.
3. The proposed amendment:
    a. Replaces numerical limits with a maximum combined footprint standard of ten percent (10%) of lot area, up to a maximum cap.
    b. Eliminates the Major/Minor classification and instead requires Conditional Use Permit review for larger accessory buildings.
    c. Establishes a formal definition of “Building Footprint.”
    d. Clarifies when an accessory structure is considered attached.
    e. Requires a minimum separation between buildings.
    f. Prohibits steel shipping containers except during active construction.

4. The proposed amendment does not introduce new land uses and maintains the requirement that Accessory Buildings remain subordinate to Principal Uses.
5. The amendment applies uniformly to all similarly situated properties within the applicable zoning districts.

Conclusions of Law

1. The proposed amendment is consistent with the goals, objectives, and policies of the Snyderville Basin General Plan, including promoting neighborhood character, sustainable land use patterns, and predictable regulatory standards.
2. The amendment does not permit land uses that are inconsistent with the uses of surrounding properties, as Accessory Buildings remain subordinate and incidental to permitted Principal Uses.
3. The amendment does not impair the suitability of affected properties for the uses to which they are restricted but instead clarifies development standards applicable to accessory structures.
4. The amendment does not remove restrictions in a manner that would unduly affect nearby properties, such as building size, lot coverage, setbacks, height, separation, and Conditional Use Permit review for larger structures remain in place.
5. The amendment does not grant special privileges to any individual property owner or developer and applies uniformly within the jurisdiction.
6. The amendment promotes the public health, safety, and welfare by improving clarity, enforceability, and compatibility standards within the Development Code.

Exhibits
Exhibit A. Proposed Ordinance with Language

SUMMIT COUNTY, UTAH
ORDINANCE NO. 1009

AN ORDINANCE AMENDING THE SNYDERVILLE BASIN DEVELOPMENT CODE CHAPTERS 10-8-17: ACCESSORY BUILDINGS, 10-2-10 USE TABLE, AND CHAPTER 10-11-1 DEFINITIONS

PREAMBLE

WHEREAS: Section 10-1-1 D of the Snyderville Basin Development Code states that it is "the intention of the County is to assure the managed, proper and sensitive development of land to protect and enhance these desired qualities and the lifestyle that exists."; and

WHEREAS: The Stated Goal of Chapter 5 of the Snyderville Basin General Plan is to identify natural resources and ensure that all development undertaken is compatible with an in harmony with the surrounding mountain environment while maintaining ecological balance and protecting the scenic and historic qualities of the basin; and

WHEREAS: The County may adopt new regulations that are more aligned with the goals of the Snyderville Basin General Plan, and the County/communities vision for future development/redevelopment of Accessory Buildings.

WHEREAS: on September 9, 2021, the Summit County Council adopted amendments to the Development Code to regulate the number, size, scale, and mass of accessory buildings in the Snyderville Basin Development Code.

WHEREAS: Since the ordinance was adopted, there have been unintended consequences of the ordinance that would require a property owner to build a structure larger than what she would otherwise build.

WHEREAS: It is necessary to have a proper definition of footprint to effectively enforce the adopted regulations.

WHEREAS: The purpose of the amendments is to correct regulations for Accessory Buildings and make them consistent with the Intent of the Code and the Goals of the General Plan.

WHEREAS the Snyderville Basin Planning Commission held a public hearing on February 24, 2026; and

WHEREAS the Snyderville Basin Planning Commission recommended adoption of the amended sections of the Snyderville Basin Development Code on February 24, 2026; and

WHEREAS the Summit County Council held a public hearing on April 15, 2026; and,

NOW, THEREFORE, the County Council of the County of Summit, State of Utah, ordains as follows:

Section 1. **SNYDERVILLE BASIN DEVELOPMENT CODE** The Snyderville Basin Development Code is amended as depicted in Exhibit A.

Section 2. **Effective Date.** This Ordinance shall take effect immediately after publication.

Enacted this ___ day of _______, 2026.

ATTEST:

____

Summit County Clerk

SUMMIT COUNTY COUNCIL

____

Tonja Hanson
Chair

APPROVED AS TO FORM

____

David L. Thomas
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Mckenna	________
Councilmember Robinson	________
Councilmember Harte	________
Councilmember Armstrong	________
Councilmember Hanson	________

10-8-17: - ACCESSORY BUILDINGS:

~~A. Purpose: The purpose of this chapter is to provide general regulations, applicable to all zoning districts, for minor accessory buildings, and major accessory buildings which are customarily incidental and subordinate to the principal use and which are located on the same lot as the principal use.~~

~~B. Use Limitations: In addition to the applicable use limitations of the district regulations in chapter 10-2 of this title, no minor accessory building, or major accessory building shall be permitted unless it complies with the restrictions set forth below:~~

~~1. A minor accessory building or major accessory building except as expressly authorized by this chapter shall be incidental and subordinate to the principal structure in area and use;~~

~~2. A lot or parcel may have one (1) major accessory building and one (1) minor accessory building provided they meet the minimum requirements of this section;~~

~~3. A lot owner may not combine a major accessory building with a minor accessory building to create a larger structure;~~

~~4. If there is an existing major or minor accessory building(s) on a lot. That building or buildings shall be counted toward the total square footage and number of buildings allowed on the lot;~~

~~5. A minor accessory building, or major accessory building shall be under the same ownership or control as the principal use or structure;~~

~~6. No minor accessory building, or major accessory building shall be established or constructed before the principal use is in operation or the principal structure is under construction in accordance with these regulations; and~~

~~7. No sign, except as expressly authorized by the provisions of chapter 10-8-2 of this title, shall be maintained in connection with an accessory building.~~

~~C. Minor Accessory Building: Minor accessory buildings are allowed in all zoning districts provided the following criteria are met:~~

~~1. Maximum Coverage: The maximum building coverage of a single minor accessory building shall not exceed seventy-five percent (75%) of the building footprint of the principal structure on the lot up to a maximum of two thousand (2,000) square feet.~~

~~2. Secondary Structures: An additional four hundred (400) square feet of building footprint is allowed for secondary accessory structures. This is a one-time allowance and cannot be used to make a minor accessory structure larger.~~

~~3. Combined Coverage: The combined building footprint for all minor accessory buildings and secondary structures shall not exceed ninety percent (90%) of the building footprint of the principal structure.~~
~~4. Height: The height of a minor accessory building shall not exceed twenty-six feet (26').~~

~~D. Major Accessory Building:~~

~~1. Qualifying Provisions: Major accessory buildings are a conditional use in all zones. To qualify for conditional use review by the planning commission under section 10-3-5, "Conditional Use Permit", of this title, the applicant must demonstrate that the major accessory building complies with the following:~~

~~a. Lot Size: A major accessory building shall be located on a lot or parcel one (1) acre or greater in size.~~
~~b. Structure Size: The maximum building footprint of a major accessory building is based on the size of the lot where the building is proposed.~~

~~Lot Size~~	~~Maximum Building Footprint~~
~~>1 up to 2 acres~~	~~2,500 square feet~~
~~>2 up to 3 acres~~	~~5,000 square feet~~
~~>3 up to 4 acres~~	~~7,500 square feet~~
~~>4 up to 5 acres~~	~~10,000 square feet~~
~~>5 acres~~	~~12,500 square feet~~

-

~~c. Location: A major accessory building may not encroach into any required setback areas on a lot. In some cases, the planning commission may increase that setback to create an adequate buffer to adjacent uses.~~
~~d. Height: The height of a major accessory building shall not exceed twenty-six feet (26').~~
~~e. Number of Structures: Only one (1) major accessory building is allowed on a lot or parcel.~~

~~E. Steel Shipping Containers: Steel shipping containers are prohibited.~~
~~(Ord. 930, 9-8-2021)~~

A. **Purpose:** To establish clear, consistent regulations for Accessory Buildings.

B. **Standards for Accessory Buildings**

1. **Conditional Use Permit (CUP)**: Any single Accessory Building with a Building Footprint 2,000 sq ft. or greater requires a Conditional Use Permit.

2. **Timing of Construction**: An Accessory Building or Structure shall not be constructed or placed on a Lot prior to the establishment of a Principal Building or Principal Use. Construction of an Accessory Building may begin once a valid Building Permit has been issued for the Principal Building.

3. **Maximum Combined Footprint:** The total combined Footprint of all Accessory Buildings may not exceed ten percent (10%) of the Lot area, up to 14,000 square feet.

4. **Setbacks**: Accessory Buildings must meet all required Setbacks for the Zone District in which they are located. The Planning Commission may require greater Setbacks to protect Adjacent residential Uses or maintain neighborhood character.

5. **Height**: Accessory Buildings may not exceed twenty-six feet (26') in Height.

6. **Separation**: Accessory Buildings shall be detached and located a minimum of five (5) feet from any other Building on the same Lot, as measured between the nearest exterior walls. A greater separation distance may be required by the adopted Building or Fire Code, whichever is more restrictive.

C. **Detachment Standard.** A structure that meets all the following criteria shall be considered a detached Accessory Building:

1. The Accessory Building is located on the same Lot as the principal building; and

2. The Accessory Building is structurally independent from the Principal Building and does not share a common foundation, wall, or roof system.

3. The Accessory Building may be connected to the Principal Building only by an open and unenclosed architectural element such as a breezeway, trellis, or awning. Such connecting elements shall not contain habitable space.

4. The Accessory Building shall not include any interior doorway, enclosed hallway, or enclosed passage that provides interior access between the Accessory Building and the Principal Building.

5. Any Structure that does not meet the above criteria shall be considered part of the Principal Building and shall not qualify as a detached Accessory Building.

D. **Steel Shipping Containers**

Steel Shipping Containers are prohibited, except for use during active construction with a valid Building Permit.

To Be added to Chapter 10-2-10 USE TABLE

Use	RR	HS	MR	CC	SC	NC	Additional Information
Accessory buildings with a footprint of less than 2,000 square feet	A	A	A	A	A	A	Chapter 10-8-17 of this Title
Accessory Buildings with a footprint 2,000 square feet or greater	C	C	C	C	C	C	Chapter 10-8-17 of this Title
~~Accessory Building, Major~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~Chapter 10-8-17 of this Title~~
~~Accessory Building, Minor~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~A~~	~~Chapter 10-8-17 of this Title~~

Definitions (To be added to Chapter 10-11-1):

~~ACCESSORY: Refers to a minor use, or structure, or on premises sign which is clearly subordinate to a principal use or structure which has been issued a permit under this title.~~

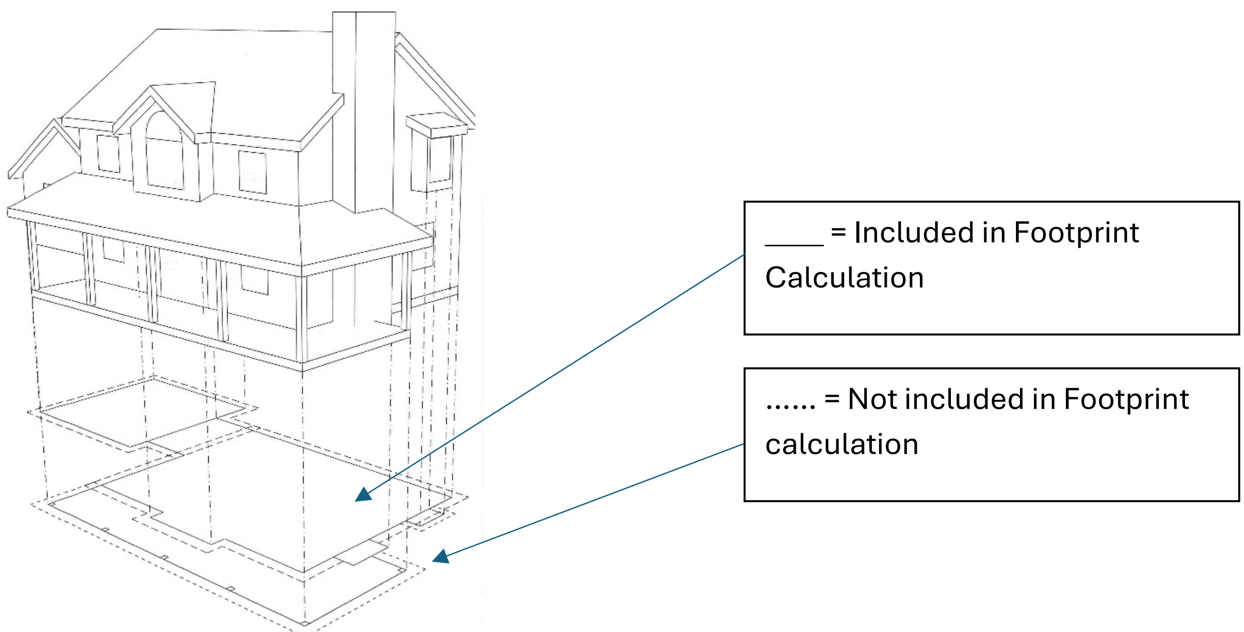
~~ACCESSORY BUILDING, MAJOR: A building or structure with a footprint greater than two thousand (2,000) square feet but not exceeding twelve thousand five hundred (12,500) square feet in size which is subordinate to, and the use of which is incidental to that of, the principal building, structure or use on the same lot.~~

~~ACCESSORY BUILDING, MINOR: A building or structure with a footprint not greater than two thousand (2,000) square feet in size which is subordinate to, and the use of which is incidental to that of, the principal building, structure or use on the same lot~~

ACCESSORY USE: A Use that is customarily incidental to the Principal Use of the land, Building, or Structure; located on the same Lot as the Principal Use; and which does not alter the essential character of the Principal Use. An Accessory Use supports the Principal Use, but does not become the primary function.

ACCESSORY BUILDING (OR ACCESSORY STRUCTURE): A Building or Structure which is incidental to the Principal Use, is customarily associated with that Principal Use, is under the same ownership or control and is located on the same Lot as the Principal Building or Use. An Accessory Building or Structure supports or compliments the Principal Use but does not change its character or function.

BUILDING FOOTPRINT. The total area of the plan view projected to grade, of a Building or Structure, measured from the outside edge of all exterior walls and supporting columns. Cantilevered portions of roofs, up to a maximum projection of 36 inches from the wall or supporting beamline are not included. Uncovered; exterior stairs, ramps, patios, and decks, less than 30 inches above grade are not included.



Summit County Board of Equalization
60 North Main Street, PO Box 128
Coalville UT 84017
435.336.3013/auditor@summitcountyutah.gov

STAFF REPORT

TO: Summit County Council

FROM: Cindy Keyes, Summit County Auditor

DATE: April 15, 2026

RE: Fraud Risk Assessment

Summary:

Each year, the State of Utah Auditor's Office requires each County to complete a Fraud Risk Assessment and discuss it in a Council Work Session. This assessment will then be reviewed by our external auditor and included in the annual audit report to be generated in the following year. This report, including the Fraud Risk Assessment, will be submitted to the Utah State Auditor.

The assessment asks the County to self-evaluate our financial policies and procedures, governing body training and ethical standards. Each entry is assigned a point value, and the summation of these values gives us a "Fraud Risk Score." I'm pleased to inform you that our score for FY 2025 & 2026 is 375 which puts us in a "Very Low" risk category.

This score is no guarantee that the County won't experience any fraudulent activity rather it gives us a reasonable assurance that our controls are working. The Auditor's office, in conjunction with County Administration, are constantly reviewing our controls and where needed, update them to include both legislative changes and best practice updates.

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 375/395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	✓	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	✓	5
b. Procurement?	✓	5
c. Ethical behavior?	✓	5
d. Reporting fraud and abuse?	✓	5
e. Travel?	✓	5
f. Credit/Purchasing cards (where applicable)?	✓	5
g. Personal use of entity assets?	✓	5
h. IT and computer security?	✓	5
i. Cash receipting and deposits?	✓	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	✓	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	✓	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	✓	20
7. Does the entity have or promote a fraud hotline?	✓	20
8. Does the entity have a formal internal audit function?	✓	20
9. Does the entity have a formal audit committee?	✓	20

*Entity Name: Summit County

*Completed for Fiscal Year Ending: 2026 *Completion Date: March 26, 2026

*CAO Name: Shayne Scott *CFO Name: Cindy Keyes

*CAO Signature: Shayne Scott *CFO Signature: Cindy Keyes

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	X			
4. Are all the people who have access to blank checks different from those who are authorized signers?	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

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Fraud Risk Assessment

Continued

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h. IT and computer security?	✓	5
i. Cash receipting and deposits?	✓	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?		20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	✓	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	✓	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	✓	20
7. Does the entity have or promote a fraud hotline?	✓	20
8. Does the entity have a formal internal audit function?	✓	20
9. Does the entity have a formal audit committee?	✓	20

*Entity Name: Summit County

*Completed for Fiscal Year Ending: 2025 *Completion Date: April 02, 2025

*CAO Name: Shayne Scott *CFO Name: Cindy Keyes

*CAO Signature: Shayne Scott *CFO Signature: [signature]

*Required

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