

## STAFF REPORT

TO: Tom Fisher – County Manager  
FROM: Matt Jensen – Management Analyst  
DATE: April 16, 2015  
SUBJECT: Consideration for Changing Procurement Code

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This staff report presents an option to change the County’s procurement policies as found in Section 1-16 of the County Code. The changes include a revamp that defines the position and responsibilities of the Purchasing Agent, updating processes to provide centralized tracking and transparency in the County’s contractual obligations, and provide streamlined services that utilize industry standards and best practices through technology. As this is a change in County Code, the intent at this time is to provide justification for this change, provide a draft copy of the proposed policy with summarized high level changes, and to provide a schedule for review, presentation, and public discussion if the Council is favorable towards this change.

### **JUSTIFICATION FOR UPDATING AND CHANGE**

Effective at the end of 2013, the County passed changes in section 1-16 of the County Code that directed procurement procedures. These were. Changes centered on clarifying relationships between the Auditor’s office and the County Manager as part of the procurement process. While this step was an important part in the transition from the Commission to Council form of government, the changes created decentralized purchasing authority that did not have an effective process for ensuring consistency in procurement practices such as bid collection, contract management, and record keeping. The current Code also relies heavily on the Auditor’s office to manage and assist departments in the purchasing process. This could potentially create conflict issues when the Auditor’s office is reviewing and approving purchases that they were also responsible for initiating.

In September 2014, the County hired a Purchasing Agent to help facilitate a review of procurement processes and propose changes. While the current ordinance defines a Purchasing Agent in Section 1-16-2, it is completely silent as the remaining ordinance refers to County Manager, Auditor, or Department Head. Changing the ordinance to effectively incorporate the purchasing agent into the process is recommended. However, rather than offer a combination of patchwork changes to incorporate the purchasing agent into ordinance language, it is recommended to take this opportunity to further update the ordinance, providing clear direction on purchasing, separating procurement initiation from the Auditor’s statutory role in authorizing release of funds, and modernizing the processes utilized by the County.

### **SUMMARY OF PROPOSED CHANGES**

While the proposed draft (attached with this staff report) shows a complete overhaul of Section 1-16 of the County Code, the following list provides a summary of major changes in process and intent for the County’s procurement processes. The base document borrows from that used in Washington County, Utah. The major changes include the following:

**1) Codifying the Role of Purchasing Agent** – Per Utah Code Annotated section 17-53-307, a purchasing agent is tasked with negotiating and/or contracting all purchases of supplies and material for the County. The proposed code provides the following benefits:

- **Centralized Management of Contracts and Processes.** This provides a level of consistency in form and function during procurement. RFPs, insurance liability, and representation would be standardized.
- **Assist and Facilitates Departments Purchasing Needs.** The Purchasing Agent works with departments to identify needs and facilitate purchases according to best practices. This avoids the need for a department to recreate the wheel.
- **Transparency Requirements.** Centralized records keeping and RFP management will improve compliance with responsiveness to transparency

**2) Redefined Procurement Authorization Levels** – The current code has several levels of authorization under the \$20,000 level. The following diagram illustrates the current authorization levels as compared to the proposed levels:

CURRENT POLICY	PROPOSED POLICY
<b>1) Under \$5K</b> <ul style="list-style-type: none"> <li>• Department Head Approval</li> <li>• No Purchase Order Required</li> </ul>	<b>1) Under \$5K</b> <ul style="list-style-type: none"> <li>• Only through Purchasing Card</li> <li>• Monthly reconciliation</li> </ul>
<b>2) \$5K to \$10K</b> <ul style="list-style-type: none"> <li>• Department Head confirms competitive pricing</li> <li>• Auditor Approves</li> </ul>	<b>2) \$5K to \$50K</b> <ul style="list-style-type: none"> <li>• Three bids/State Contract</li> <li>• Purchasing Agent Approves</li> </ul>
<b>3) \$10K to \$20K</b> <ul style="list-style-type: none"> <li>• Requires three bids</li> <li>• Auditor Approves</li> </ul>	<b>3) \$50K to \$500K</b> <ul style="list-style-type: none"> <li>• Formal RFP/Bid Process</li> <li>• Purchasing Agent Coordinates</li> <li>• County Manager Approves</li> </ul>
<b>4) Over \$20K</b> <ul style="list-style-type: none"> <li>• Formal RFP/Bid</li> <li>• County Manager Approves</li> </ul>	<b>4) Over \$500K</b> <ul style="list-style-type: none"> <li>• Formal RFP/Bid</li> <li>• Purchasing Agent Coordinates</li> <li>• County Manager Authorizes</li> <li>• County Council Approves</li> </ul>

This change provides the following benefits:

- **Separates Purchasing Process between Administration and Auditor’s office.** The new ordinance separates the Auditor as a gatekeeper for county funds with final approval for release of funds. Distanced from the actual procurement initiation and bid process provides the Auditor a transparent role to review and audit the County’s procurement processes. This provides a form of fiscal checks to the system that the current code does not realize
- **More Practical Authorization Levels.** The current code has three levels of purchasing authority for items under \$20,000; this is an unusual amount of scrutiny. Expansion of authorization to purchasing agent for items between \$5,000 and \$50,000 lightens the load on the County Manager and can facilitate quicker turnaround on department requests.
- **Utilization of technology for tracking and authorization.** Changing orders to be processed through a purchasing card system for small purchases increases the ability to track and reconcile purchases and avoids occasional discrepancies through the current signed invoices option for under \$5,000.
- **Provides Council Oversight on Large Purchases.** Current code does not restrict the County Manager’s purchasing power over \$20,000. Proposed policy provides a check to that with purchases over \$500,000 requiring Council approval.

**3) Transition to Purchasing Card System** – As mentioned above, switching to a Purchasing Card system provides accountability without hindering the ability of departments to go about business as usual. Purchasing cards provide the following benefits:

- **Control of Purchasing.** Cards can have authorizations limits of not just dollar amounts but types of establishments. This allows departments to designate what AND where individual employees can use the cards.
- **Reduces Process Flow without Loss of Accountability.** Small purchases can be executed through purchase cards even where the County does not have accounts set up. This speeds up such requests and lightens the workload of Auditors in issuing small purchase orders. Reconciliation will be at the department level with oversight by the Auditor’s department.

**4) Other Miscellaneous Changes** – As mentioned above, switching to a Purchasing Card system provides accountability without hindering the ability of departments to go about business as usual. Purchasing cards provide the following benefits:

- **Removes Section 1-16-12 Credit Card and Online Payment Processing.** This section does not directly apply to Procurement and, according to the County Treasurer, was supposed to be removed during the last change. Also, other changes remove County Treasurer from the Procurement policy in favor of Auditor.
- **Reiterates County Manager approval of Contracts for Professional Services.** Any professional service of values over \$5,000 that might represent the County shall be approved by the County Manager.
- **Removal of Open Purchase Orders.** Not used as it unnecessarily encumbers the budget and presents challenges in managing. Using of purchase cards or reliance on contract agreements provides a preferable manner in managing volume purchases over the year.
- **Expands Cooperative Purchasing Programs.** Current ordinance limits County to in-state programs or NAACO options. The proposed ordinance expands the option to look at other regional and national programs that may maximize value for the County.

**PROPOSED SCHEDULE FOR REVIEW**

The following proposed timeline presents a schedule for consideration of moving forward with changes to the ordinance:

<b>Action</b>	<b>Date</b>
Council Work Session – Initial	4/22/2015
Council Work Session – Review and Discussion	4/29/2015
Council Work Session – Approve & Post for Public Review	5/6/2015
Council Session – Hearing and Consideration	5/20/2015
Council Session – 2 <sup>nd</sup> Hearing (if necessary)	5/27/2015
Council Session – Approval	6/3/2015
Ordinance Effective Date	7/1/2015

**RECOMMENDATION**

The proposed ordinance provides a clean approach to procurement processes while defining the purchasing agent as a method to improve processes and transparency in County efforts. We recommend proceeding with this change by following the above schedule to review and refine the proposed changes.

## **Chapter 16**

### **PROCUREMENT OF SUPPLIES, EQUIPMENT AND SERVICES**

- 1-16-1: STATUTORY AUTHORITY:**
- 1-16-2: PURPOSE OF PROVISIONS:**
- 1-16-3: DEFINITIONS:**
- 1-16-4: PURCHASING AGENT:**
- 1-16-5: DEPARTMENT HEADS TO DETERMINE ITEMS TO BE PURCHASED:**
- 1-16-6: PURCHASE CATEGORIES AND AUTHORIZATION:**
- 1-16-7: FORMAL COMPETITIVE BIDDING PROCEDURES:**
- 1-16-8: SELECTED PROVISIONS OF STATE PROCUREMENT CODE ADOPTED:**
- 1-16-9: CONSTRUCTION CONTRACTING MANAGEMENT:**
- 1-16-10: USE OF COMPETITIVE SEALED PROPOSALS IN LIEU OF COMPETITIVE SEALED BIDS:**
- 1-16-11: RULES AND GUIDELINES FOR COMPETITIVE SEALED PROPOSALS:**
- 1-16-12: EXEMPTIONS:**
- 1-16-13: VALUE AMOUNTS:**
- 1-16-14: CHANGE ORDERS:**
- 1-16-15: EMERGENCY PURCHASES:**
- 1-16-16: SUBDIVISION OF PURCHASE PROHIBITED:**
- 1-16-17: INTERLOCAL COOPERATION:**
- 1-16-18: COMPUTER HARDWARE AND SOFTWARE PURCHASES:**
- 1-16-19: PROHIBITED PRACTICES:**
- 1-16-20: DOCUMENTATION AND RETENTION OF BIDS:**
- 1-16-21: PROTESTS:**

#### **1-16-1: STATUTORY AUTHORITY**

The statutory authority for enacting this chapter is Utah Code Annotated sections 17-36-20, 17-53-223 and 17-53-307, as amended.

#### **1-16-2: PURPOSE OF PROVISIONS**

The purpose of this chapter is to provide for the procuring of supplies, equipment or services by departments and agencies of Summit County in a manner that promotes the best interest of the public; establish the duties, obligations and operational procedures of the County purchasing agent and his/her assistants; including appointment procedures and the rules relating to procurement, surplus property disposal procedures, and other related functions.

#### **1-16-3: DEFINITIONS**

**DEPARTMENT HEAD:** The head of any County department or elected official.

**FORMAL COMPETITIVE BIDS:** A process of soliciting sealed written bids for goods or services after ten (10) days' notice posted in the County administration building and published in a newspaper of general circulation in the County. Formal competitive bids shall be opened by the purchasing agent at the time and place stated in the public notice.

**INFORMAL COMPETITIVE BIDS:** A process of soliciting written bids for goods or services. Informal competitive bids may be solicited and processed in the discretion of the applicable official.

**LOCAL VENDOR:**

A. A business having:

1. A commercial office, store, distribution center, or other place of business located within the boundaries of the County, with an intent to remain on a permanent basis;
2. A current business license in the County or a municipality located in the County; and
3. At least one employee physically present at the local business outlet having published hours of business.

B. The principal place of business of a local vendor may be elsewhere as long as a local branch meeting the above criteria is present. The domicile of one or more partners, owners, associates, directors, employees or agents shall not qualify for constituting a local vendor in the absence of an actual local business outlet.

**OFFICIAL:** Any Summit County department head, agency head, or elected official making purchases on behalf of Summit County.

**OPEN MARKET:** Purchasing goods or services on the open market from private vendors.

**PURCHASE:** The acquisition, by contract or otherwise, of goods or services, by an official on behalf of Summit County.

**PURCHASE REQUISITION:** A request by a department head (or his/her authorized agent) to the purchasing agent to purchase for the requesting department supplies, equipment or services.

**PURCHASING AGENCY:** Any County department, other than the purchasing office, that is authorized by this chapter or its implementing regulations, or by way of delegation from the purchasing agent, to enter into contracts.

**PURCHASING AGENT:** The individual duly appointed and qualified to act under the direction of the Summit County Council and County Manager to negotiate the purchase of or contract for supplies, equipment or services required by the County.

REQUESTS FOR PROPOSALS: A process of soliciting goods or services through requests for proposals delivered to known responsible suppliers and publicly posted in the County administration building.

#### **1-16-4: PURCHASING AGENT**

- A. Appointment: Pursuant to Utah Code Annotated, section 17-53-307, as amended, the Summit County Council and County Manager appoints a County purchasing agent (hereinafter "purchasing agent"), under the direction and supervision of the County Manager, to authorize all County purchases or encumbrances.
- B. Duties: The purchasing agent has the following duties:
1. Work cooperatively with and assist Summit County departments, offices and agencies to comply with the purchasing, procurement and property disposition policies as may be established by the County Council and County Manager by policy declarations and/or as incorporated in this chapter.
  2. Review and approve, pursuant to the requirements outlined in section 1-16-6 of this chapter, purchase requisitions and contracts for the acquisition of supplies, equipment or services for purchases in excess of five thousand dollars (\$5,000.00).
  3. Assure compliance with those bidding and purchase procedures provided herein.
  4. Provide for the transfer of surplus or unused supplies and equipment between departments wherever it can be done effectively.
  5. Maintain adequate bidders' lists, vendors' catalog files, and such other records as may be necessary for efficient purchasing activities.
  6. Provide for the disposal of surplus or unused supplies and equipment that cannot be utilized by the County but which have residual value consistent with County ordinance.
  7. Recommend to the Summit County Council, under the direction of the County Manager, for adoption of such rules and regulations as may be reasonable and necessary to clarify and implement the provisions hereof, including additional procedures that may be desirable.
  8. Prescribe and update from time to time such forms as may be reasonably necessary for the implementation of this chapter, including, but not limited to, requisitions, purchase orders and bid forms.
  9. Revise requisitions or estimates of a department's requirements of supplies and contractual services as to quantity, quality or estimated cost, whenever revision is approved by the department head and deemed to be in the best interests of the County.

- C. Delegation Of Authority: The purchasing agent may delegate in writing such authority as deemed appropriate to any employees of the office of the purchasing agent or of a purchasing agency, respectively, upon approval of the Summit County Council and County Manager. Such delegation shall remain in effect unless modified or until revoked in writing.

**1-16-5: DEPARTMENT HEADS TO DETERMINE ITEMS TO BE PURCHASED**

- A. All department heads shall determine what items shall be purchased for their respective departments. Once a determination has been made regarding the items to be purchased, and if the items to be purchased are expected to exceed five thousand dollars (\$5,000.00), the department head shall inform the purchasing agent of the items to be purchased by submitting a purchase requisition. The purchasing agent will work cooperatively with the department head to locate such items at the best available value.

**1-16-6: PURCHASING CATEGORIES AND AUTHORIZATION**

- A. Purchasing Categories: The County classifies purchases into the following categories. These categories are based on the dollar amount and type of purchases. Each category establishes a separate purchasing limit, authorization level, and procedure.

Category	Limitation	Authorization
Small Purchases	\$5,000 or less	Department Head
Intermediate Purchases	\$5,000 to \$50,000	Purchasing Agent
Major Purchases	\$50,000 to \$500,000	County Manager
Capital and Special Purchases	\$500,000 or more	County Council
<i>Professional Services</i>	<i>\$5,000 or more</i>	<i>County Manager</i>
<i>Computer Hardware/Software</i>	<i>Any</i>	<i>IT Director</i>
<i>Change Orders</i>	<i>\$20,000 or more</i>	<i>County Manager</i>

- B. Purchasing Authorization:
  1. **Small Purchases** - Purchases of supplies, equipment or services less than five thousand dollars (\$5,000.00) may be made by the department head (or his/her authorized agent) on the open market. The department head (or his/her authorized agent) is responsible to check for competitive pricing for all purchases and shall retain documentation of pricing and/or proposals for each transaction for a period of twenty four (24) months.
  2. **Intermediate Purchases** - In cooperation with the department head, the purchasing agent shall make purchases of supplies, equipment or services between five thousand dollars (\$5,000.00) and up to fifty thousand dollars (\$50,000.00). At the option of the purchasing agent, purchases may be made following one of the following three (3) alternatives:

1. Informal competitive bids; or
2. Formal competitive bids; or
3. Requests for proposals.

Such bids shall be obtained in writing prior to the acquisition of the requested supplies, equipment or services.

3. **Major Purchases** - In cooperation with the department head, the purchasing agent shall prepare, review, and present recommendations to the County Manager for purchases of supplies, equipment or services in the amount of between fifty thousand dollars (\$50,000.00) and up to five hundred thousand dollars (\$500,000). At the option of the purchasing agent, with the consultation of the County Manager, purchases may be made following one of the following alternatives:

- a. Formal competitive bids; or
- b. Requests for proposals.

4. **Capital and Special Purchases** –In cooperation with department head, the County Manager shall prepare, review, and present recommendations to the County Council for purchases exceeding the amount of five hundred thousand dollars (\$500,000). At the option of the County Manager, with the consultation of the Council, purchases may be made following one of the following alternatives:

- a. Formal competitive bids; or
- b. Requests for proposals.

- C. **Purchase Order Required:** Purchase orders shall accompany all purchases with the exception of those made by credit card.

#### **1-16-7: FORMAL COMPETITIVE BIDDING PROCEDURES**

- A. Where formal competitive bidding is required, the lowest responsive and responsible bidder shall be determined as follows:
  1. **Bid Opening:** Sealed bids shall be submitted as designated in the notice with the statement "Bid for (Item)" on the envelope. Bids shall be opened in public at the time and place stated in the notice. A tabulation of all bids received shall be open for public inspection during regular business hours.
  2. **Rejection Of Bids:** The County shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed bid for any reason allowed by law, including, but not limited to, situations where the low responsive

and responsible bid exceeds available funds as certified by the appropriate County officer, or when the public interest will be served thereby. Where a bid exceeds available funds and time or economic considerations preclude resolicitation of work or purchase of a reduced scope or quantity, the County may, at its sole discretion, negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsible bidder, in order to bring the low bid within the amount of available funds.

3. Tie Bids: If two (2) or more bids received are for the same total amount from equally responsive and responsible bidders, the County may, at its sole discretion, negotiate with the tie bidders, award the bid by lot, or readvertise the bid.
4. Local Preference: If a low bid is submitted by a nonlocal vendor, the bid may be awarded to a responsive and responsible local vendor if the local vendor's bid is within five percent (5%) of the low nonlocal vendor's bid, and if the local vendor agrees, in writing, within seventy-two (72) hours after notification, to meet the low bid. Such notice shall contain the exact bid submitted by the nonlocal bidder, and the County shall not enter into a contract until seventy-two (72) hours have elapsed after notification to the local vendor.
5. Lowest Responsive And Responsible Bidder: In determining who is the lowest responsive and responsible bidder, in addition to price, the County may consider factors relevant to the successful operation of the County's business and the best interest of the County as a whole.

#### **1-16-8: SELECTED PROVISIONS OF STATE PROCUREMENT CODE ADOPTED**

- A. Pursuant to Utah Code Annotated, section 11-39-107, as amended, Summit County adopts the following provisions of the state procurement code to apply to all building improvements and all public works projects entered into by Summit County, as defined in Utah Code Annotated, section 11-39-101, as amended:
  1. Utah Code Annotated, section 63-56-408, as amended, which allows the use of competitive sealed proposals in lieu of bids.
  2. Utah Code Annotated, section 63-56-501, as amended, which allows alternative methods of construction contracting management, including the use of a construction manager/general contractor, and a design build provider as methods of construction contracting management.

#### **1-16-9: CONSTRUCTION CONTRACTING MANAGEMENT**

- A. Construction Manager/General Contractor Selection: If Summit County elects to authorize the use of a construction manager/general contractor ("CMGC") as one method of construction contracting management, said CMGC may be selected through a sealed bid procedure, or sealed proposals in lieu of bids. If sealed proposals are used in lieu of bids, proposals shall be solicited through a request for proposals, which shall state the relative importance of price and other evaluating factors. Public

notice of the request for proposals, describing the position sought and the criteria for the position, shall be given a reasonable time before the date for the opening of the bids. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.

- B. Subcontracts While Using A CMGC: When entering into any subcontract that was not specifically included in the CMGC's cost proposal, the CMGC shall procure the subcontractor by using sealed bids or sealed proposals.
- C. Prequalification: Bidders for the position of CMGC may be required to "prequalify" by presenting their state contractor's license, performance bond and other qualifications (e.g., length of time in the business, list of jobs previously done, and written permission to contact previous employers, etc.) at the time they submit their bids.
- D. Design Build Provider: A design build provider for Summit County building construction may be used as one method of construction contracting management.

#### **1-16-10: USE OF COMPETITIVE SEALED PROPOSALS IN LIEU OF COMPETITIVE SEALED BIDS**

- A. When the purchasing agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to Summit County, a contract may be entered into by competitive sealed proposals. Competitive sealed proposals may be used for the procurement of services of consultants or professionals, whether or not the determination described in this section has been made.

#### **1-16-11: RULES AND GUIDELINES FOR COMPETITIVE SEALED PROPOSALS**

- A. Proposals shall be solicited through a request for proposals.
- B. Public notice of the request for proposal shall be published in a newspaper published or of general circulation in the County at least five (5) working days before opening the proposals and shall state the date that proposals shall be submitted. This notice requirement shall not apply in instances of emergency repairs.
- C. Proposals shall be opened in public, but the contents of the proposals shall not be disclosed to competing offerors during the process of negotiation. The County may disclose to the public the names of those who have submitted proposals to the County.
- D. A register of proposals shall be prepared and filed in the office of the Summit County purchasing agent, which shall be open for public inspection after the contract is awarded.

- E. The request for proposals shall state the relative importance of price and other evaluating factors, and shall state the period of time that the submitted proposal must be valid.
- F. Discussions may be conducted with responsible offerors who submit proposals for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.
- G. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- H. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.
- I. Revisions may be permitted after submissions and before the contract is awarded for the purpose of clarifying the offeror's proposal, or obtaining the best and final offers.
- J. The contract shall be awarded to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.
- K. The contract file shall contain the basis on which the award is made.

#### **1-16-12: EXEMPTIONS**

- A. To the extent set forth herein or as otherwise required by law, the following purchases are exempt from the requirements of section 1-16-6 of this chapter:
  - 1. Contracts for the repair, alteration or construction of building improvements and public works projects, which must conform to the requirements of Utah Code Annotated section 11-39-101 et seq., as amended.
  - 2. Contracts for the management, maintenance, operation or construction of jails, which must conform to the requirements of Utah Code Annotated section 17-53-311, as amended.
  - 3. Existing contracts for goods or services negotiated prior to enactment of this chapter.
  - 4. Contracts which by their nature are not suited to award on a competitive basis.
  - 5. Purchases that a County official determines can be made at below market cost at a public auction, closeout sale, bankruptcy sale or other similar sale.
  - 6. Exchanges with other public agencies that a County official determines can be made at a savings to the taxpayer.
  - 7. Purchases from vendors on the state of Utah purchasing office bid list.
  - 8. Purchases of supplies, equipment or services produced by Utah correctional industries.

9. Purchases of goods or services approved by the County Manager as necessary to meet an emergency need.
10. Joint purchase agreements with other public agencies and organizations when the County Manager determines the joint purchase agreement to be in the best interest of the County.

#### **1-16-13: VALUE AMOUNTS**

- A. Value amounts used herein refer to both unit cost and combined multiple unit cost and a determination of the estimated value of supplies, equipment or services that have been requested by purchase requisition shall be made by the purchasing agent in determining the applicability of the bidding procedure after review of the pertinent purchase requisition and specifications.

#### **1-16-14: CHANGE ORDERS**

- A. A change order form must document any change order for an approved contract. Change orders shall require the following authorizations:
  1. When a change of condition or additional work is required to continue the orderly progression of an authorized project, a change order shall be prepared by the department head directing the work to be accomplished at contract unit prices, an agreed upon lump sum price or as provided for by contract.
  2. Change orders, either singly or in aggregate, or in aggregate with adjustments in individual bid items, for less than twenty thousand dollars (\$20,000) or up to ten percent (10%) of the contract price, whichever is greater, and within the appropriated budget, may be authorized by the department head and the purchasing agent.
  3. Change orders, either singly, or in aggregate, or in aggregate with adjustments in individual bid items, in excess of the limits placed in subsection A2 of this section, must be preauthorized by the County Manager. However, such change orders may be approved by the department head and the purchasing agent and submitted to the County Manager for ratification under following circumstances:
    - a. The failure to immediately issue a change order may result in significant project cost increases or an unacceptable project delay due to work stoppage or other inefficiencies; and
    - b. Funding for the change order is currently available within the appropriated budget. Additional contract work outside the scope of work as defined in the contract or in excess of the appropriated budget requires approval by the County council and a supplemental appropriation.

4. Notwithstanding the above change order authorizations, the department head and purchasing agent or designee may authorize emergency changes in work outside the original scope of work or in excess of the appropriated contract. For the purpose of this chapter, an emergency condition will exist if the failure to act immediately will endanger the public health, safety or welfare or will jeopardize the fiscal position of Summit County. Such emergency action shall be reported in full to the County Manager within seventy two (72) hours.

#### **1-16-15: EMERGENCY PURCHASES**

- A. In certain situations, such as, but not limited to, during the declaration of an emergency, it may be necessary to make emergency purchases, which shortcut the preapprovals required for intermediate or major purchases, as outlined in this chapter. An emergency purchase may be made when there is an immediate need to acquire a particular good or service not already available to county staff. For purchasing purposes, an emergency situation is one in which there is an immediate threat to life or property or in which there is or would be a complete disruption of a vital public service. The emergency must be of such a nature and severity that the department head would be immediately notified, regardless of time of day.
- B. An emergency purchase of up to twenty thousand dollars (\$20,000.00) or less must be preapproved verbally by the appropriate department head. An emergency purchase over twenty thousand dollars (\$20,000.00) must be preapproved verbally by the department head and county manager or his designee. After an emergency purchase has been made, a purchase order shall be requested from and prepared by the auditor's office on the next working day. Documentation signed by the department head should include a description of the emergency.
- C. In all cases, the county manager shall be notified within seventy two (72) hours of any and all emergency purchases.

#### **1-16-16: SUBDIVISION OF PURCHASE PROHIBITED**

- A. No contract or purchase shall be subdivided so as to avoid the requirements of this chapter.

#### **1-16-17: INTERLOCAL COOPERATION**

- A. Wherever the public benefit can be maximized and costs minimized by entering into joint agreements with other public agencies or organizations for the purchase or construction of any commodity, service or public work, the County shall have the power to so agree, upon approval and action by the County Manager.

#### **1-16-18: COMPUTER HARDWARE AND SOFTWARE PURCHASES**

- A. To insure compatibility with the County's existing computer and communication systems, all hardware and software purchases will be reviewed by the director of information technology.

**1-16-19: PROHIBITED PRACTICES**

- A. It shall be unlawful for any officer, agent or employee of the County, or any outside party or entity dealing or seeking to deal with the County to engage in any of the following practices:
  1. Collusion or other agreement among bidders or prospective bidders, in restraint of freedom or competition, to fix or in any way rig prices or bids. In addition, any bid tainted with such collusion shall be voidable at the option of the County.
  2. Disclosure in advance of the opening of bids of the amount or content of one bid to another bidder or potential bidder. If the County Manager deems such disclosure sufficiently material, he shall void the bidding process and require a new advertisement or request for bids.
  3. Tender or acceptance of any gratuity in the form of cash, merchandise or other thing of value by a bidder, vendor or contractor to an officer, agent or employee of the County, whether before or after a bid or contract, which could reasonably be expected to influence him/her in the performance of his/her duties or was intended as a reward for any official action on his/her part.
  4. Purchase of supplies or equipment for the personal use of an officer, agent or employee of the County in the name of the County, whether part of a County purchase or contract or separate, and whether paid for with County funds or personal funds of the purchaser. Sole exception shall be where the item or items purchased are required parts of a worker's equipment or uniform and necessary to the successful performance of his duties as a County officer or employee, although personally owned by him.

**1-16-20: DOCUMENTATION AND RETENTION OF BIDS:**

- A. Whenever the county is required by this chapter to receive bids for purchases, construction, repairs, or any other purchase requiring the expenditure of funds, the county department who is in receipt of the bids shall keep all bids received, together with proof of advertisement by publication or otherwise for at least three (3) years following the letting of any contract pursuant to those bids or three (3) years following the first advertisement for the bids, if all bids pursuant to that advertisement are rejected. Utah Code Annotated section 17-53-225(2).

**1-16-21: PROTESTS**

- A. A person who is an actual or prospective bidder, offeror, or contractor that is aggrieved in connection with a procurement or award of a contract may protest to the County Manager as follows:
1. File a written protest with the County Manager setting forth the protestor's name, physical mailing address, e-mail address, and a concise statement of the grounds upon which the protest is made.
  2. The written protest must be received by the County Manager before the opening of bids or the closing date for proposals. However, if the person did not know and should not have known of the facts giving rise to the protest before the bid opening or the closing date for proposals, then the person must file the written protest within seven (7) calendar days after the day on which the person knows or should have known of the facts giving rise to the protest.
  3. A person who fails to timely file a written protest under this section may not bring a protest, action, or appeal challenging a solicitation or award of a contract before the County Manager, the council, a court, or any other forum.
  4. The County Manager may enter into a settlement agreement to resolve a protest.
- B. After a timely written protest is filed in accordance with subsection A of this section, the County Manager shall consider the protest and may hold a hearing on the protest.
1. The County Manager may subpoena witnesses and compel their attendance at a protest hearing.
  2. The County Manager may subpoena documents for production at a protest hearing.
  3. The rules of evidence do not apply to a protest hearing.
  4. The County Manager may allow intervention of other parties into a protest.
  5. If a hearing on a protest is held, the County Manager shall record the hearing and preserve all evidence presented at the hearing.
  6. Regardless of whether a hearing on a protest is held, the County Manager shall preserve all records and other evidence relied upon in reaching the written decision described in subsection B8 of this section.
  7. The records described in subsections B5 and B6 of this section may not be destroyed until the written decision, and any appeal of the written decision, becomes final.
  8. The County Manager shall promptly issue a written decision regarding any protest or contract controversy if it is not settled by mutual agreement. The written decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right

to appeal to the Council. The County Manager shall mail, e-mail or otherwise immediately furnish a copy of the written decision to the protestor, contractor, or prospective contractor.

9. If the County Manager does not issue the written decision regarding a protest within thirty (30) calendar days after the day on which a written request for a final decision is filed with the County Manager by the protestor, or within a longer period as may be agreed upon by the parties, the protestor, contractor or prospective contractor may proceed as if an adverse decision had been received.
  10. A decision described in subsection B8 of this section is effective until stayed or reversed on appeal.
  11. The County Manager may dismiss a protest which is not filed in accordance with the requirements of this chapter.
- C. A written appeal setting forth the grounds for the appeal must be filed with the Council within ten (10) calendar days of the date of the written decision of the County Manager.
1. The Council shall presume that the written decision of the County Manager is valid and determine only whether or not the decision is arbitrary or capricious.
  2. The Council's review is limited to the County Manager's administrative record. The council may not accept or consider any evidence outside of the County Manager's administrative record.
  3. The Council shall issue a written decision regarding any appeal.
    - a. The written decision shall state the reasons for the action taken and inform the protestor, contractor or prospective contractor of the right to appeal this final decision of the County to district court within thirty (30) calendar days of the date of the written decision.
    - b. The district court's review is limited to the Council's appellate record in the determination of whether or not the Council's written decision is arbitrary or capricious.

Auditor

Michael R. Howard



April 13, 2015

County Council,

RE: May Tax Sale

The May Tax sale is scheduled for May 21<sup>st</sup>. I have 3 property owners that are asking you to accept a payments plan in order to pull their property from the sale.

I've attached the property owner's requests for your review.

Sincerely,

A handwritten signature in cursive script that reads "Kathryn Rockhill".

Kathryn Rockhill  
Deputy Auditor

60 No. Main, P.O. Box 128, Coalville, UT 84017  
(435)336-3016 • (435)615-3016 • (435)783-4351 ext. 3016  
Fax: (866)873-6581

MAR 25 2015

By \_\_\_\_\_

Joanna Cid (Steinhilber)  
PO BOX 680213  
Park City, UT 84068

March 21, 2015

To  
Summit County Council,

My name is Joanna Cid (Steinhilber). I own the property at 175 Parkview Dr, which is described as LOT 22 Plat C SUMMIT PARK SUBDIVISION.

Unfortunately, due to hardships, I fell behind on the payment of the property taxes. I would like to schedule a payment plan to resolve this issue.

\$500.<sup>00</sup>  
pd. 3-25-15

The Suggested Payment Plan:

Balance due: \$6,133.91

15 months payment plan starting April, 2015 and ending May, 2016

Beginning April, 2015 - 1st payment \$500 (check included with this letter)

May, 2015 - November, 2015 - 7 payments; \$300 each

December, 2015 - April, 2016 - 5 payments; \$600 each

May, 2016 - last payment - \$533.91

I would also like to reserve the right to make bigger payments and payoff the balance earlier if my situation allows.

I greatly appreciate all your help in this matter.

Sincerely,

*Joanna Cid*

Joanna Cid

Summit Park  
lot.  
.40 ac.

sl-c-22

MAR 30 2015

March 16, 2015

Summit County Council  
60 No. Main St.  
P.O. Box 128  
Coalville, Utah 84017

Dear Council,

RE: Parcel UL-5-A

My wife and I own a parcel of land in Uinta Lands Subdivision. It is a 3.3 acre parcel that has a cabin on it. We are 5 years delinquent on our property taxes and it is scheduled to go to sale in May of this year. We owe approximately \$6,300.00. We would like to ask that our property not be sold at this time. We would like to offer the following payment plan to get current with our past due property taxes.

We feel we can pay \$300.00 per month beginning in April 2015. This would bring us current through 2014 in about 20 months. This does not include the taxes that will be due this November. We will pay the current taxes as they come due.

Your consideration would be greatly appreciated.

Sincerely, *ARTHUR T. MOORE*



Cc: Kathryn C. Rockhill

*Uinta Lands Sub.  
3.30 ac.  
w/ cabin  
recreational*

182  
RECEIVED  
Summit County Auditor

MAR 26 2015



By \_\_\_\_\_

U.S. Department of Justice  
United States Marshals Service  
*Asset Forfeiture Division*

Arlington, VA

March 26, 2015

Ms. Kathryn Rockhill, BOE Clerk  
Summit County Board of Equalization  
P.O. Box 128  
Coalville, UT 84017

Re: 8151 Sunrise Loop, Park City, UT  
Parcel Number DC-51-X  
Account #0393649  
District 51  
Appeal #140675

Dear Ms. Rockhill:

Thank you for taking our call this morning concerning the scheduled tax sale of the above referenced property. At this time the US Department of Justice/US Marshals Service Asset Forfeiture Division is requesting that the Summit County Tax Sale scheduled for May 21, 2015 be temporarily postponed until such time that the US Marshals Service can successfully liquidate this property.

The US Department of Justice/US Marshals Service agrees to pay all past due taxes and accrued penalties in arrears from tax year 2009 up to the August 2014 forfeiture date. Once the property transferred into USA ownership, the property should be tax exempt until the property transfers to new ownership. The property is actively marketed at this time; however, it is not currently under contract.

Please consider this request for a waiver of tax sale with all taxes and accrued interest being paid at the time of closing. Please schedule a hearing before the Summit County Board of Equalization to approve this request. If this is not deemed acceptable by the board, please provide some resolution which might be satisfactory to both parties.

2 of 2

I look forward to your reply. I can be reached at (202)-307-9230 (Office),  
(202) 699-2614 (BlackBerry) or via email at [david.wilson@usdoj.gov](mailto:david.wilson@usdoj.gov).

Thank you for your time.

Sincerely,



Dave Wilson, SRA

cc: Dorothy Akins, USMS  
District Asset Forfeiture Coordinator

Dear Crossing lot  
1:20 ac.

## **PROGRAM AND FUNDING AGREEMENT**

### **Mountain Accord Phase II**

This Interlocal Program and Funding Agreement — Mountain Accord Phase II (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and among Cottonwood Heights (“Cottonwood Heights”), Draper City (“Draper”), the Metropolitan Water District of Salt Lake & Sandy (“MWDSLs”), Park City Municipal Corporation (“Park City”), Sandy City (“Sandy”), Salt Lake City (“SLC”), Salt Lake County (“Salt Lake County”), Summit County (“Summit County”), the Town of Alta (“Alta”), Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), and Wasatch County (“Wasatch County”). Each is individually referred to as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state;

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around the Wasatch Front;

WHEREAS, SLC, Sandy, Cottonwood Heights, Draper City, Alta, and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, MWDSLs is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others;

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts, including the recent Wasatch Canyons Tomorrow and the Mountain Transportation Studies, and conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities;

WHEREAS, the Parties have previously entered into a Program and Funding Agreement for Wasatch Summit Phase I (“Phase I Agreement”), dated February 3, 2014, which established

a Mountain Accord Program Charter dated February 2014 (“Program Charter”). The Program Charter will be maintained by the Program Manager (defined below) and will be updated as needed by consensus of the Executive Board (defined below);

WHEREAS, the Parties desire to enter into this Agreement to provide for a transition from Phase I into Phase II (as defined below), and to define their respective roles and responsibilities with respect to Phase II.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### 1. PROGRAM DESCRIPTION.

- A. The Parties intend to collaborate with each other to address long-term transportation, environmental, economic, and recreation needs in the Central Wasatch Mountains (the “Program”).
- B. Phase I of the Program has concluded. This Agreement supersedes and replaces the Phase I Agreement, although contracts for the Project Manager (defined below) and Environmental Technical Consultant (defined below) established under the Phase I Agreement may still be in effect. During Phase I, the parties to the Phase I Agreement (i) contributed to the Program and deposited funds into a holding account managed by UTA, and (ii) engaged a Mountain Accord Program Manager (“Program Manager”) and a consultant to provide environmental professional services (“Environmental Technical Consultant”). UTA will retain in that holding account any funds left over from Phase I, and those funds will continue to be dedicated to Program expenses, as further detailed in Paragraph 6.
- C. The Parties anticipate that this phase of the Program (“Phase II”) will be up to a three year process that (i) will finalize a Mountain Accord Blueprint (“Blueprint”) that will be a landscape-scale vision for the Central Wasatch Mountains, addressing environmental protection, recreation, economic prosperity, and transportation issues; and (ii) will implement various components of the Blueprint, as prioritized by the Executive Board (as defined below), with the available Program funding.
- D. The final work deliverables and general agreement on the major decisions in Phase II will be in accordance with the elements of the approved Blueprint, as prioritized by the Executive Board.
- E. Each of the Parties will pledge funds as more particularly set forth herein, for

Phase II.

2. EXECUTIVE BOARD AND DESIGNATED REPRESENTATIVES. An Executive Board (“Executive Board”) is established to be the consensus-based governing body of the Program. Each Party may appoint one person (a “Designated Representative”) to be a member of the Executive Board. The Parties may invite third parties to serve on the Executive Board at their direction. The Executive Board shall meet at least quarterly, and may meet more frequently, as agreed upon by a majority of the Executive Board. The Parties hereby designate the following as their Designated Representatives on the Executive Board:

Alta.....Mayor Tom Pollard  
Cottonwood Heights .....Mayor Kelvyn H. Cullimore, Jr.  
Draper City.....Mayor Troy Walker  
Metropolitan Water District  
of Salt Lake & Sandy .....Michael L. Wilson, MWDSLS General Manager  
Park City .....Council Member Andy Beerman  
Sandy.....Mayor Tom Dolan  
Salt Lake City .....Mayor Ralph Becker  
Salt Lake County.....Mayor Ben McAdams  
Summit County .....Council Member Christopher Robinson  
UDOT .....Nathan Lee, Region 2 Director  
UTA .....Michael Allegra, President/CEO, UTA  
Wasatch County .....Council Member Michael Kohler

Any party may change its Designated Representative on the Executive Board. Such changes will be reflected by updating the Program Charter; no Amendment (defined below) to this Agreement will be necessary.

3. MANAGEMENT TEAM. A Management Team was established under the Program Charter to manage the activities of Mountain Accord. The Management Team will continue to administer the Program, approve contract scopes of work and budgets for Program consultants, including the Program Manager, the Environmental Technical Consultant, and any other technical consultants hired for the Program, make recommendations to the Executive Board for formal decisions and conflict resolutions as necessary, and give direction to the Program Manager on the day-to-day management of the Program. The Management Team consists of Mayor Ralph Becker, Council Member Andy Beerman, Mayor Tom Dolan, Mayor Ben McAdams, Michael Allegra, David Whittekiend with the US Forest Service, and Alan Matheson representing the State of Utah. Changes to the membership of the Management Team

will be reflected by updating the Program Charter; no Amendment (defined below) to this Agreement will be necessary.

4. **TERM.** The term of this Agreement shall be up to three (3) years, unless otherwise agreed by the Parties in accordance with Paragraph 11. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.
5. **FUNDING.** The amounts for funding Phase II of the Program, allocated by the Parties over a three year period, is expected to be as follows:

Salt Lake City .....	\$600,000
Salt Lake County.....	\$600,000
Utah Transit Authority .....	\$600,000
City of Sandy .....	\$300,000
MWDSLS .....	\$300,000
Park City Municipal Corporation.....	\$300,000
Draper City .....	\$180,000
City of Cottonwood Heights .....	\$150,000
Summit County .....	\$150,000
UDOT .....	\$150,000
Wasatch County .....	\$150,000
Town of Alta .....	\$ 45,000

Funding is due as follows: for each of the monetary contributions, one-third of each Party’s contribution will be due and payable on or before September 30, 2015; one-third of each Party’s contribution will be due and payable on or before September 30, 2016, and one-third of each Party’s contribution will be due and payable on or before September 30, 2017, assuming such amount is appropriated by the Party for such purpose. The funds shall be deposited in the UTA segregated holding account described in Paragraph 6 of the Agreement and shall be used solely for the purposes of the Program, as directed by the Executive Board.

In addition, the State of Utah has contributed \$3,000,000 of fiscal year 2015 state funding through the Governor’s Office of Economic Development (“GOED”), which is expected to be received on or before April 30, 2015 through a grant agreement between GOED and Utah Transit Authority. Parties anticipate that the State of Utah will continue to contribute to the Program each year. This amount will be determined annually by the Utah State Legislature.

In the event that funding is not appropriated to the Program in the expected amounts, as set forth above, the Executive Board shall address the shortfall by reducing the scope of the Program, raising alternate funds, or taking other measures deemed appropriate by the Executive Board.

6. **HOLDING ACCOUNT.** All funds allocated by the Parties for Phase II of the Program will be deposited in a segregated holding account (the “Account”), which

UTA created pursuant to the Phase I Agreement and will manage solely for the purposes of the Program pursuant to this Agreement and any further agreement of the Parties. The Account will be interest-bearing with all interest accruing to the Account to be used solely for payment of Program-related expenses. The Account may receive funds from the Parties and third party contributors, as approved by the Executive Board, and in accordance with UTA policies. UTA shall pay Program expenditures first from the funds appropriated by the State of Utah. Once the State of Utah funds are expended, UTA shall pay Program expenditures from the commingled funds contributed by the remaining Parties and any third party contributors. UTA shall provide financial information to the Program Manager to issue a quarterly statement of contributions received, interest earned, invoices paid and current balance of the Account for Party and public review. UTA agrees to make all financial records associated with the Account available to any Party or third party contributor upon request. The Account may be audited at the request of any Party or third party contributor at the requestor's own expense.

7. **CONTRACTOR ADMINISTRATION.** UTA shall be responsible for administration of the Program Manager and Environmental Technical Consultant contracts established under the Phase I Agreement. Additional contracts as authorized by the Executive Board may be administered by other Parties as agreed to by the Executive Board. Contract administration services will be provided by the Parties at no charge to the Program. Parties will not enter into any contracts committing Program funds without the knowledge and consent of the Executive Board.

Any Party that administers a contract authorized and funded pursuant to this Agreement shall coordinate with the Management Team, as authorized by the Executive Board, in such matters as developing scopes of work, issuing Notices to Proceed, issuing change orders, accepting the work products of the Program contractors and similar items; however, at such time as a Notice of Intent is issued to begin preparation of an environmental document in accordance with the National Environmental Policy Act (NEPA), the Environmental Technical Consultant will then take direction from the Lead Agencies, as defined by NEPA, regarding work scope and contract deliverables. The Lead Agencies will also review and approve the scope of work for the Environmental Technical Consultant regarding preparation of the environmental document(s). The Management Team will provide input to the Lead Agencies regarding the NEPA scope of work, deliverables, and decisions for the Program.

8. **CONTRACTOR SELECTION.** The Management Team, or their designated representative, shall prepare scopes of work for any new Program consultants, which must be approved by the Executive Board. The Party administering the contract shall issue requests for proposals and administer Program contracts in accordance with their agency's policies. The Management Team, with input from the Executive Board, shall appoint members of the Executive Board or their designated staff to participate on the evaluation and selection committees for any new Program contracts.

9. **PAYMENT OF INVOICES.** Any Party administering any contracts authorized and funded pursuant to this Agreement will review the invoices to make sure they meet the Party's contracting and accounting policies and procedures, and will forward invoices received from the contractors to the Program Manager for review, and to each Party's designated representatives for review and approval. For all contractor invoices other than the Program Manager's invoices, the Parties will request that the Program Manager provide the Parties a description of the expenditures with an evaluation of whether the invoice is consistent with the scope and budget of the associated contract. Each Party shall have ten (10) business days in which to review and either approve or disapprove payment of the invoice (in whole or in part). Failure to notify the administering Party of disapproval within ten (10) business days will be deemed approval. Approved invoices shall be submitted to UTA for payment. UTA will not process any invoices for payment from the Account until approval from all Parties has been provided, whether through express approval or non-response within ten (10) business days. Any portion of an invoice that is not approved will not be paid until issues of concern have been resolved and a revised invoice has been distributed to all Parties and all Parties have approved the revised invoice, whether through express approval or non-response within ten (10) business days. In no event shall UTA be expected or required to pay amounts in excess of funds already appropriated to the Program and deposited into the Account described in Paragraph 6.
10. **COORDINATION AND INFORMATION SHARING.** The Parties agree to keep each other timely informed of substantive independent communications and activities related to the Program. The Program Manager may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Manager. The Parties agree to make available to the Program relevant and useful information procured or maintained in the ordinary course of a Party's business.
11. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an "Amendment" or "Amendments") to this Agreement, and made a part hereof. Notwithstanding the foregoing, the Parties hereby authorize the Executive Board to amend this Agreement to include new funding partners, on the same terms contained herein, without further approval from the Parties' respective legislative bodies. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.
12. **RECORDS.** Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be maintained by UTA subject to the Utah Government Records

Access and Management Act and applicable Federal law. Records created by or through the work of the Program Manager and the technical consultants shall be maintained by such consultants in accordance with their respective Scopes of Work.

13. **WITHDRAWAL FROM AGREEMENT.** Any Party may withdraw from participation in the Program by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation hereunder shall be entitled to any refund of any monies previously contributed to Phase II expenses pursuant to this Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in this Agreement following the date of such withdrawal.

14. **TERMINATION OF THE AGREEMENT.** At the expiration of this Agreement or if the Executive Board determines the Program should be discontinued, any funds remaining in the Account described in Paragraph 6, including any accrued interest, shall be refunded to each Party or contributor *pro rata*.

#### 15. DISPUTE RESOLUTION

- A. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of an issue of fact, at the lowest reasonable and appropriate possible level. In the event any such dispute is not able to be resolved in this manner, the dispute shall be referred to the Management Team for resolution of the dispute.
- B. If the dispute is not resolved by the Management Team, within fourteen (14) calendar days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by any Party to the Executive Board.
- C. If the dispute is not resolved by majority vote of the Executive Board within thirty (30) calendar days after referral to the Executive Board, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by the Parties involved in the dispute. If the Parties are unable to agree upon a single mediator, the matter shall be referred for resolution to a three-member Mediation Panel to be mutually agreed upon by all Parties involved in the dispute. Panel members shall be independent of the entities involved in the dispute and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including a prorated share of the fees for the appointed mediator(s). Any of the above time periods may be modified by mutual agreement of the Parties to the dispute.
- D. If the dispute cannot be resolved by the mediator or Mediation Panel within ninety (90) calendar days from the date of referral to the mediator or Mediation Panel, or if the parties involved in the dispute cannot mutually

agree upon a mediator or the members of the Mediation Panel, the dispute may be brought before a court or other tribunal appropriate under the circumstances for *de novo* review. A matter may proceed to court only after exhaustion of the above procedures.

16. NOTICES. Notices required under this Agreement shall be sent to the Designated Representative at the contact information set forth below, with a copy, if applicable, to the following:

UDOT

Nathan Lee  
Utah Department of Transportation  
Region Two  
2010 South 2760 West  
Salt Lake City, Utah 84104

Copy to:

Renee Spooner  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 148455  
Salt Lake City, UT 84114-8455

UTA

President/CEO Michael Allegra  
669 West 200 South  
Salt Lake City, UT 84101  
Email: [mallegra@rideuta.com](mailto:mallegra@rideuta.com)

Copy to:

UTA General Counsel  
669 West 200 South  
Salt Lake City, UT 84101

SALT LAKE CITY

Mayor Ralph Becker  
Salt Lake City Mayor's Office  
451 South State Street, Room 306  
P.O. Box 145474  
Salt Lake City, UT 84114  
Telephone: (801) 535-7704  
Email: [Ralph.Becker@slcgov.com](mailto:Ralph.Becker@slcgov.com)

Copies to:

Salt Lake City Attorney

451 South State Street, Room 505  
P.O. Box 145478  
Salt Lake City, UT 84114-5478  
Telephone: (801) 535-7788

And

Laura Briefer  
Salt Lake City Department of Public  
Utilities  
1530 South West Temple  
Salt Lake City, UT 84115  
Email: [laura.briefer@slcgov.com](mailto:laura.briefer@slcgov.com)

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047  
Email: [kcullimore@ch.utah.gov](mailto:kcullimore@ch.utah.gov)

Copy to:

c/o Wm. Shane Topham  
Callister Nebeker & McCullough  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84111  
Telephone: (801) 530-7300  
Facsimile: (801) 364-9127  
Email: [wstopham@cnmlaw.com](mailto:wstopham@cnmlaw.com)

ALTA

Mayor Tom Pollard  
Town of Alta  
P.O. Box 8016  
Alta, UT 84052  
Telephone: (801) 363-5105  
Email: [tjp@townofalta.com](mailto:tjp@townofalta.com)

PARK CITY

Council Member Andy Beerman  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [andy@parkcity.org](mailto:andy@parkcity.org)

Copies to:

Diane Foster, City Manager

Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [diane@parkcity.org](mailto:diane@parkcity.org)

City Attorney  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070

Copy to:

John Hiskey  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070  
Telephone: (801) 568-7104  
Email: [jhiskey@sandy.utah.gov](mailto:jhiskey@sandy.utah.gov)

SALT LAKE COUNTY

Mayor Ben McAdams  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [ben@slco.org](mailto:ben@slco.org)

Copy to:

Kimberly Barnett  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [kbarnett@slco.org](mailto:kbarnett@slco.org)

SUMMIT COUNTY

Christopher Robinson  
Summit County Council  
P.O. Box 982288

Park City, Utah 84098  
Email: [cfrobinson@summitcounty.org](mailto:cfrobinson@summitcounty.org)

Copy to:

Tom Fisher  
Summit County Manager  
60 N. Main  
P.O. Box 128  
Coalville, Utah 84017  
Email: [tfisher@summitcounty.org](mailto:tfisher@summitcounty.org)

WASATCH COUNTY

Council Member Michael Kohler  
25 North Main Street  
Heber City, Utah 84032

Copy to:

Wasatch County Attorney  
805 West 100 South  
Heber City, Utah 84032

MWDSLS

Michael L. Wilson  
Metropolitan Water District of Salt Lake  
& Sandy  
3430 East Danish Road  
Cottonwood Heights, Utah 84093  
Telephone: (801) 942-9685  
Email: [wilson@mwdsls.org](mailto:wilson@mwdsls.org)

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Parties addressed to the attention of the Designated Representative. A party may change its Designated Representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Parties in accordance with the procedures set forth in this Section.

17. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

(c) A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) Except as otherwise specifically provided herein, and in addition to the funding obligation of Paragraph 5, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

18. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

19. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

20. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter this Agreement effective the date of the last Party's signature, except for the purposes of funding under Paragraph 5, the effective date as to each Party is the date of that Party's signature

UDOT agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

UTAH DEPARTMENT OF  
TRANSPORTATION

---

Nathan Lee, Region 2 Director

Approved as to Form

---

Salt Lake County agrees to provide \$600,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

SALT LAKE COUNTY

---

Ben McAdams, Mayor

Approved as to Form

---

Summit County agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

SUMMIT COUNTY

---

Kim Carson, Council Chair

Approved as to Form

---

Salt Lake City agrees to provide \$600,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

SALT LAKE CITY

---

Ralph Becker, Mayor

Approved as to Form

---

City of Sandy agrees to provide \$300,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF SANDY

---

Tom Dolan, Mayor

Approved as to Form

---

Cottonwood Heights agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

COTTONWOOD HEIGHTS

ATTEST:

\_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

\_\_\_\_\_  
Kory Solorio, Recorder

Approved as to Form

\_\_\_\_\_  
Wm. Shane Topham, City Attorney

Park City Municipal Corporation agrees to provide \$300,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

PARK CITY MUNICIPAL CORPORATION

---

Jack Thomas, Mayor

Approved as to Form

---

Utah Transit Authority agrees to provide \$600,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

UTAH TRANSIT AUTHORITY

---

Michael Allegra, President/CEO

---

Matt Sibul, Chief Planning Officer

Approved as to Form

---

Town of Alta agrees to provide \$45,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

TOWN OF ALTA

---

Tom Pollard, Mayor

Approved as to Form

---

Wasatch County agrees to provide \$150,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2015.

WASATCH COUNTY

\_\_\_\_\_  
Michael Davis, County Manager

Approved as to Form:

\_\_\_\_\_

MWDSLS agrees to provide \$300,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

\_\_\_\_\_  
Michael L. Wilson, General Manager

Approved as to Form:

\_\_\_\_\_  
Shawn E. Draney, General Counsel

Draper agrees to provide \$180,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

DRAPER CITY

\_\_\_\_\_  
Troy Walker, Mayor

Approved as to Form:

\_\_\_\_\_



## STAFF REPORT

**To:** Summit County Council  
**From:** Sean Lewis, County Planner  
**Date of Meeting:** April 22, 2015  
**Type of Item:** Appeal of an Administrative Decision  
**Process:** Quasi-Judicial Review

---

### Recommendation:

Staff recommends that the Summit County Council review the proposed wall mounted sign as described in this report, and vote to uphold the findings of fact and conclusions of law of the Community Development Department to deny the proposed Sign Permit.

### Project Description:

Project Name:	Mr. Car Wash Wall Mounted Sign Permit
Applicant(s):	Nina Gillies-Jackson
Property Owner(s):	PCMP-2: Realty Income Properties 5, LLC.
Location:	6515 N Highway 224
Zone District:	Town Center (TC)
Type of Process:	Quasi-Judicial
Final Land Use Authority:	Summit County Council

### Background:

On March 27, 2015, the Summit County Community Development Department issued a written determination (Exhibit A) denying a Sign Permit for a proposed wall mounted sign (Exhibit B) based upon findings that the proposed sign is not located on the façade of the primary customer entrance as required by code. The applicant has appealed the decision of the Community Development Department.

The applicant applied for signage on March 25, 2015. The application requested a 70.277 square foot wall sign to be placed on the north façade of the building. The north façade is visible from Interstate 80 and State Highway 224. There is no entrance to the building on the north façade.

Community Development Staff determined that the main customer entrance is the east façade, which measures approximately 25 linear feet which would allow for a 12.5 square foot primary wall mounted sign. A secondary sign measuring 10 square feet (minimum size) would be allowed on any other façade. Based upon the findings that the proposed sign exceeded the maximum allowable square footage (60 square feet); and was proposed to be placed on a façade with no customer entrance, making the sign only eligible for Secondary Wall Sign status, Staff denied the application for the proposed wall sign. Staff emailed the official determination to the applicant on March 27, 2015.

The existing sign was approved by Summit County on November 17, 2010 as a modification to a previously installed sign. The November 17, 2010 approval contained a Condition of Approval that states: "Should portions of the Snyderville Basin Development Code regarding signage change in the future, a separate Low Impact Permit would be required before modifications could be made to the signs approved by this permit."

### **Development Code Analysis:**

Portions of the Snyderville Basin Development Code regarding signage were amended by the Summit County Council in August of 2012 (Ordinance 769). The revised ordinance allows for two (2) types of wall mounted signs. Section 10-8-2 of the Snyderville Basin Development Code states (**emphasis added**):

b. Primary Wall Sign, Secondary Wall Sign, Projecting Sign, Suspended Sign, And Awning Sign: Each nonresidential use may choose to utilize three (3) out of the five (5) types of signs, as described below. In no case may two (2) or more of the same types of signs be used per each use.

(1) Wall Mounted Signs: Wall mounted signs are those signs that are attached to or painted on the wall of a building, the display surface of the sign being parallel to the wall of the building on which the sign is placed.

(A) Primary Wall Sign: A wall sign that is located on the facade of the building that contains the primary access to the particular use. A primary wall mounted sign shall not exceed one square foot of sign area for each two (2) linear feet of building facade frontage, up to a maximum of sixty (60) square feet.

In the case of multiple users in one building, the frontage shall include the length of the individual suite that is exposed to the exterior of the building where the primary access to the use is located. In no case shall the primary wall sign be less than ten (10) square feet in size.

In cases where a use does not contain exterior exposure to a building for the purposes of measuring sign area, that use may have a ten (10) square foot sign.

(i) Size Exception: In the case of a single building where at least one facade is two hundred fifty (250) linear feet in length or more, the maximum size of the primary wall sign may not exceed seventy five (75) square feet.

(ii) Location Exception: In the case of a single building where at least one facade is two hundred fifty (250) linear feet in length or more, the primary wall sign may be located as deemed appropriate by the entity requesting the sign.

(B) Secondary Wall Sign: A sign that is located on a building facade that is separate from the facade on which the primary wall sign is located. A secondary wall sign shall not exceed a maximum of one-half (1/2) the size of the permitted primary wall sign.

(C) Display Area: The area of all wall mounted business signs shall be the extreme limits of the display surface. The display surface includes any architectural embellishments or background materials that are an integral part of the display and used to differentiate the sign from its surroundings.

(D) Wall Mounted Signs: Wall mounted signs shall not project out more than six inches (6") from the wall on which they are mounted.

(E) Materials: Wall mounted signs shall be wood, metal, other natural materials, or painted on the side of the building. Plastic, lexan, or similar materials are allowed for individual letters only.

The previous ordinance had no restrictions as to which façade a sign could be placed upon.

## **Appellant's Basis of Appeal:**

The appellant is asking for the County Council to overturn the decision of the Community Development Department to install new signage on the basis that the proposed sign is proportional to the size of the building, and should be placed "on the only side of the building that is visible to traffic."

The appellant also contends that as the customer entrance is designed for cars as opposed to pedestrians that the location restrictions for the Primary Wall Sign should not apply in this instance.

## **Standard of Review:**

Appeals of Decisions made by the Community Development Director (or his designee) must be made to the County Council within ten (calendar) days of the final written decision by the Community Development Director (CDD), or designated planning staff member. Pursuant to Utah Code Annotated §17-27a-705 and 707, the appellant has the burden of proving that the land use authority, i.e. Community Development Staff, erred. On appeal, the County Council shall review the matter de novo that is, reviewing the facts and evidence "anew," and shall determine the correctness of the Community Development Staff's decision in its interpretation and application of the Snyderville Basin General Plan and Section 10-8-2 of the Code governing signs.

## **Recommendation:**

Staff recommends that the County Council review and discuss the records as provided. Staff further recommends that the County Council vote to uphold the findings of fact and conclusions of law for the Mr. Car Wash wall sign as written by the Community Development Department.

## **Attachments:**

Exhibit A – March 27, 2015 Determination  
Exhibit B – Proposed Sign Plan  
Exhibit C – Appellant Letter Requesting Appeal



## SNYDERVILLE BASIN SIGN PERMIT

March 27, 2015

Nina Jackson  
Gillies Signs  
1760 South Redwood Road  
Salt Lake City, UT 84104

*via email: nina@gilliessigns.com*

**RE: Low Impact Permit for Mister Car Wash wall signage; File # 2015-056**

Ms. Jackson,

This letter is to confirm that on March 27, 2015, The Summit County Community Development Department denied a Low Impact Permit for the Mister Car Wash wall mounted signage. Staff found that the application does not comply with the criteria outlined in Section 10-8-2 of the Snyderville Basin Development Code, as articulated in the following Findings of Fact and Conclusions of Law.

### **Findings of Fact:**

1. Section 10-8-2.E.3.b.1.i of the Code allows for a primary wall sign "located on the facade of the building that contains the primary access the particular use."
2. Section 10-8-2.E.3.b.1.i of the Code also allows for one (1) square foot of signage for every two (2) lineal feet of façade, up to a maximum of 60 square feet.
3. The applicant has identified, via their signage application, the North façade as their primary entrance.
4. There are no customer entrances along the North façade of the building.
5. The proposed primary wall sign measures 21 feet 1 inch (21.0833 feet) x 3 feet 4 inches (3.333 feet) for a total of 70.277 square feet.
6. The applicant proposes to modify an existing sign to reflect a name change for the car wash business located on Summit County Assessment Parcel PCMP-1.

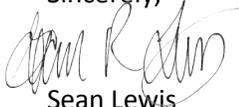
### **Conclusions of Law:**

1. Based on the findings listed above, the proposed Mister Car Wash wall signage does not meet the criteria as set forth in Section 10-8-2 of the Code.

Please be aware that this approval may be appealed to the Summit County Council within ten (10) calendar days from the date of the decision.

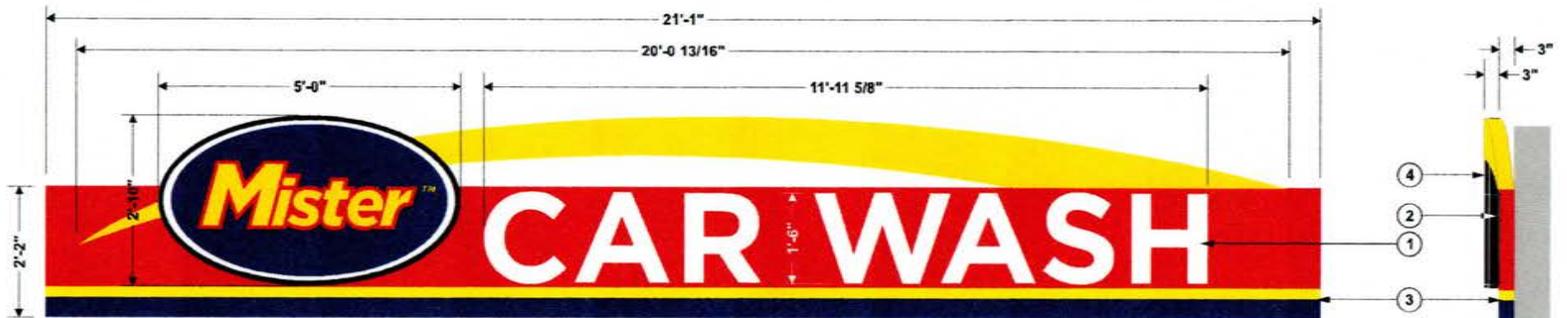
If you have any questions, feel free to contact me at (435) 336-3134 or [slewis@summitcounty.org](mailto:slewis@summitcounty.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Lewis". The signature is written in a cursive style with a large, stylized initial "S".

Sean Lewis  
County Planner

Copy: Application file



FRONT VIEW  
SCALE: 1/2" = 1'-0"

SIDE VIEW

## RG-25543E

### CHANNEL LETTERS ON BACKER

Installation:	<input type="checkbox"/> Interior:	<input checked="" type="checkbox"/> Exterior:
#	Descriptions:	
1	3/16" WHITE ACRYLIC FACE WITH VINYL APPLIED ON FIRST SURFACE	
2	ALUMINUM SIDES & BACK	
3	FABRICATED BACKER PANEL	
4	1" TRIM	
*	ILLUMINATED WITH LED'S	



#	Revision(s)	By:	Date:
1	CHANGED PICTURE FOR PERMIT APPLICATION	ST	02.09.2015

Date: \_\_\_\_\_  
Customer Approval:

The sign is as shown on the drawing and I agree to the terms and conditions of the contract.  
 I agree to the terms and conditions of the contract.

I agree to the terms and conditions of the contract.

**ENSEIGNES PATTISON SIGN GROUP**

Tel (506) 735-5506 Fax (877) 737-1734 Toll Free 1-800-561-9798

Client:	MISTER CAR WASH
Site:	PARK CITY, UT
Consultant:	R. GHANTOUS
Draftsman:	SAM THERIAULT
Date:	01.06.2015
Page:	3/6
Scale:	N.T.S.

ISO 9001:2008 Certified Enterprise

www.pattisonsign.com



April 3, 2015

Summit County  
Community Development – Planning Division  
60 North Main St  
Coalville, UT 84107  
435-336-3124

Subject: Appeal Hearing

To Whom It May Concern,

I would like an appeal hearing for the building sign for the Mr. Carwash. The building sign for Mr. Carwash is not an exceptional big sign. It is actually, in comparison to the building, quite small (less than 10% of the overall building elevation). We are not asking for an extra bright, flashing light, LED display. We are simply asking for a sign that would normally be allowed, so they can display their name on the only side of building that is visible to traffic. Traffic – cars which are their only business. By denying them the right to hang a building sign, you are denying them business.

The Mr. Carwash building should not be compared to other buildings. The codes you have set in place are for people that enter businesses to handle business transactions. Mr. Carwash is set up to have cars drive through their building; therefore the entrance is designed for a car, not a human. If the carwash was set up for human use, there would be an entrance on the East elevation and this sign (adjusted to 60 sq. ft.) would be within the ordinances codes you have set in place.

Mr. Carwash should be allowed a building sign using the current ordinance specification, as if they had a main entrance on the East elevation. I believe the current maximum is 60 sq. ft of signage on any given elevation. The building is set up for cars, and because humans are not permitted into a car wash bay, they should not be denied a building sign. They should be allowed what a normal business is allowed.

Thank you for your time in this matter. Please call with any questions you may have.

Kind Regards,

A handwritten signature in black ink that reads "Nina Jackson". The signature is written in a cursive, flowing style.

Nina Jackson  
(President of Operations)

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# MINUTES

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**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
**WEDNESDAY, MARCH 18, 2015**  
**SHELDON RICHINS BUILDING**  
**PARK CITY, UTAH**

**PRESENT:**

**Kim Carson, Council Chair**  
**Roger Armstrong, Council Vice Chair**  
**Claudia McMullin, Council Member**  
**Chris Robinson, Council Member**  
**David Ure, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Robert Hilder, Attorney**  
**David Thomas, Deputy Attorney**  
**Kent Jones, Clerk**  
**Karen McLaws, Secretary**

**CLOSED SESSION**

**Council Member Armstrong made a motion to convene in closed session to discuss litigation. The motion was seconded by Council Member Ure and passed unanimously, 4 to 0. Council Member Robinson was not present for the vote.**

The Summit County Council met in closed session for the purpose of discussing litigation from 1:10 p.m. to 1:30 p.m. Those in attendance were:

**Kim Carson, Council Chair**  
**Roger Armstrong, Council Vice Chair**  
**Claudia McMullin, Council Member**  
**David Ure, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**David Thomas, Deputy Attorney**  
**Patrick Putt, Community Development Director**

**Council Member Ure made a motion to dismiss from closed session and to convene in work session. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0. Council Member Robinson was not present for the vote.**

**WORK SESSION**

Chair Carson called the work session to order at 1:35 p.m.

- **Interview applicants for vacancies on the Snyderville Basin Planning Commission**

The Council Members interviewed Julia Reynolds Collins (telephonically), Colin DeFord, Chuck Klingenstein, Frank Fish, and Ryan Dickey for positions on the Snyderville Basin Planning Commission. Questions included why the candidates want to serve on the Planning Commission, if they have the time to serve, what are the most important planning issues facing

the Snyderville Basin, if they would be willing to serve on a citizen transportation committee for the Basin, what they think of Mountain Accord and how it might be beneficial or detrimental to Summit County, if any skill sets are missing on the Planning Commission, how things are working with the current Planning Commission, how the candidate would work with others as a team, their thoughts and possible solutions for traffic in the Snyderville Basin, what challenges the County faces and how they might be addressed, and what they could do better in terms of planning in the community.

- **Interview applicants for vacancy on the Snyderville Basin Special Recreation Service District Administrative Control Board**

The Council Members interviewed Frank Fish, Gary Resnick, Dean Fogel, and Aaron Newman for a vacancy on the Snyderville Basin Special Recreation District Administrative Control Board. Questions included why they want to serve on the Board, how they work with others as a team, the biggest recreation challenges and opportunities in the Recreation District, how their experience would benefit the Recreation District, whether they have time to serve, if they use the recreation facilities, what the Recreation District does best and where it needs improvement, and what skills they would bring to the Board.

### **CLOSED SESSION**

**Council Member McMullin made a motion to convene in closed session to discuss personnel. The motion was seconded by Council Member Robinson and passed unanimously, 5 to 0.**

The Summit County Council met in closed session for the purpose of discussing personnel from 3:15 p.m. to 3:20 p.m. Those in attendance were:

**Kim Carson**, *Council Chair*  
**Roger Armstrong**, *Council Vice Chair*  
**Claudia McMullin**, *Council Member*  
**Chris Robinson**, *Council Member*  
**David Ure**, *Council Member*

**Council Member Armstrong made a motion to dismiss from closed session and to reconvene in work session. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

### **WORK SESSION** – (Continued)

- **Update regarding sales tax; Matt Leavitt, Finance Officer**

Finance Officer Matt Leavitt presented the staff report and explained that the Local sales tax and County Option sales tax fund programs such as public works, public safety, and executive offices in both the general fund and municipal services fund. The Local Sales and Use tax is collected in unincorporated Summit County, goes into the municipal services fund, and generates an average of about \$5 million a year. He noted that the tax is subject to a population distribution factor, so when there are impacts on the State's economy, that is felt in Summit County, which

sometimes makes predicting this revenue source difficult. The County Option goes into the general fund and is collected County-wide. It has been growing at about 6% per year, with a three-year average of \$2.5 million.

Mr. Leavitt presented a graph showing the monthly revenues from the local sales and use taxes and explained that he likes to see them remain within a certain range of the mean. He questions whether the current growth of those funding sources at about 7% to 8% is sustainable and noted that they fund vital programs for the County, such as roads and law enforcement. For 2015 he budgeted a conservative 5.8% growth in the municipal services fund and did not budget for an increase in the general fund, because it has been hit and miss in terms of budgeting.

Mr. Leavitt discussed the Transient Room Tax, noting that it has grown at about 14% a year, and he questions how long that will last. The average is about \$6.3 million in revenues, 90% of which goes to the Chamber Bureau. The other 10% is used for County projects and grants. Council Member Armstrong asked how they could allocate some of this to transportation. Deputy County Attorney Dave Thomas explained that this tax is very restrictive, and the reason why most of it goes to the Chamber Bureau is because their activities are clearly spelled out in the statute as being those that these funds can be used for. He explained that it would be very difficult to use TRT funds for transportation, and it would have to be a very unique project that is directly tied to tourism and brings in tourists. Council Member McMullin stated that it would not make sense to push the envelope when Summit County has been audited and came out so well in the audit. Mr. Leavitt referred to the Restaurant Tax graph and noted that it was not affected as deeply by the recession as the TRT was. Mr. Thomas noted that the County charges 3% TRT, but the statute allows them to charge up to 4.5%, and none of that additional 1.5% is covered by the contract with the Chamber Bureau, so it could be used by the County for tourism types of uses. The Restaurant Tax can also be used to fund publicly owned convention, cultural, and recreational facilities. They can accumulate Restaurant Tax funds for a large project or use a portion of it for a long-term bond. He confirmed that raising the TRT from 3% to 4.5% would be done by legislative action and does not require an election.

Mr. Leavitt discussed the Recreation, Arts, and Parks tax. Mr. Thomas explained that the RAP Recreation and Cultural money can go toward facilities, and there is some allowance for a little bit of operational costs. Mr. Leavitt also reviewed the Transit District tax and noted that there was very little impact during the recession. He explained that this money is paid to Park City to operate the transit system. Mr. Thomas explained that there are at least four other transit taxes the County could impose after holding an election. He discussed details of the transit tax recently adopted by the Legislature and how it is to be distributed.

Mr. Leavitt reviewed other economic indicators that show how the County's economy is doing, including real property taxes, permits and fees, construction employment and new single-family dwelling permits, recorder's fees, and the unemployment rate and job growth.

Council Member Armstrong asked about the TRT so far this year and how the lodging numbers are doing. Economic Development Director Jeff Jones stated that he looked at those numbers and could not remember, but he thought January and February had been good. Council Member McMullin stated that at the Chamber Bureau meeting they indicated that the numbers had not been impacted as much as they had expected.

- **Discussion regarding Phase II of the Snyderville Basin General Plan; Pat Putt and Jennifer Strader**

Community Development Director Patrick Putt reported that the Planning Commission spent a considerable amount of time taking this message to the community through open houses, work sessions, and public hearings. What they have tried to explain to the public is the significance of what they are doing, recalling that the last time the General Plan was looked at in depth was 2002, and a lot has changed in the community since then. They are trying to put the direction they want to go in words and maps. They want to bring out from the community what, in their opinion, needs to be preserved, what needs to be changed, and where the opportunities lie. This will be the “why” document for what they do in the future.

Mr. Putt stated that the story they have been telling is that there is an addiction to the automobile that is symptomatic of the root problem, which is the land use decisions over the last 25 years. Part of what they face is not only what has been built, but what is entitled and has not yet been built. In terms of residential units left to be built, there are 4,476, including the 1,300 units in the Silver Creek development, which is about the same number of single-family residences that exist within the Park City limits. A little over 2.7 million square feet of commercial density remains to be built, which is equivalent to 40 Smith’s grocery stores. About half of that is the 1.3 million square feet in the Boyer tech center. A little over 6 million square feet of entitlements exist in Canyons Resort, including about 7,400 lodging units remaining to be built.

Mr. Putt presented a layer map showing existing residential units in the Snyderville Basin, residential development approved but not built, commercial development that has been approved and built, commercial development that is entitled and yet to be built, protected open space, and critical and sensitive lands. Although there is not a tremendous amount of land left, the remaining lands are located along the primary corridors that everyone in the Snyderville Basin experiences every day, and the decisions they make along those corridors will define the Snyderville Basin for the future. It is important to direct future development into the best locations possible and develop the Code and tools to locate development in the best possible location.

Mr. Putt explained that there are three primary pillars behind the General Plan. First is to develop a policy to not create new entitlements and new development density beyond what exists today until such time as they can infill what they have in as smart a way as they possibly can in conjunction with transportation solutions. He clarified that they are not talking about moratoriums, downzoning, or taking away clustering opportunities that exist in the Code. They are simply saying that, beyond what they have for base zoning and the tools they have for base zoning or what may exist in an already approved development agreement, they will not create more until they can reconcile what they have now. In order to accomplish that, they will propose an aggressive re-write of the Snyderville Basin Development Code to bring it current with smart growth tools. They will evaluate, create, and implement those tools. They will look at transfer of development rights as a tool to try to locate development in the best location they can. Based on input from the public, it is important to them to know where the density will come from and where it will be transferred, as well as whether there might be another tool that would work better than transfer of development rights.

Another thing that is novel to this Plan is the opportunity to create neighborhood master plans. General Plans include a future land use map, and jurisdictions will create that and use the Plan as the springboard to create their ordinances and policies. There is a missing step in the process between creating a future land use map and hard zoning, and a neighborhood master plan can create a more specific picture of the neighborhood, allow them to look at specific areas, and start to fill in a more precise look at the opportunities in that area without ending up with a hard zoning map. That would bring in the stakeholders and the people who would ultimately have to live with the results of their planning. Mr. Putt emphasized that this plan hinges on the work they will do with the in-house stakeholders and other community partners.

County Planner Jennifer Strader explained that part of Phase I of the General Plan was to create 16 neighborhood planning areas based on the existing characteristics of the neighborhood. During Phase II they reviewed and came up with a future land use map for each neighborhood. Staff suggests that the boundaries shown on the map for various types of uses be looked at as soft boundaries, not strict, delineated boundaries. This will allow the Planning Commission and Staff some discretion when reviewing development applications to be sure that any new development is appropriately sited and cohesive with existing land uses and developments. She requested discussion from the Council regarding the maps.

Council Member McMullin asked about the difference between a future land use map and a zoning map. Mr. Putt explained that a land use map is an illustration of a general desired outcome, which is different from a zoning map, which will be much more prescriptive. In order to achieve the desired outcome, the zoning map may include more than one land use district. The zoning map becomes the tool to achieve the broader desired outcome.

Council Member Robinson asked what recourse a landowner would have if they do not like what is shown on the future land use map or they want to do something different than the desired outcome. Mr. Putt replied that the property owner would have an opportunity to show why that desired outcome is wrong or inappropriate. He emphasized that the General Plan is an advisory document, not a regulatory document. Council Member McMullin explained that, unless they change the Code, the existing Code governs. Council Member Robinson asked if Staff will be proposing new zoning maps. Mr. Putt replied that there will likely be a new zoning map, because in order to zone for what they mean, they need to look at existing conditions, and much of what is built on the ground now is not consistent with the zoning that is applied. Council Member Robinson asked how they can get to the desired higher density in certain areas without upzoning if they don't have the tools they need to transfer density. Mr. Putt explained that, at this step, they are looking at what the long-term buildout would look like in 20 or 30 years. The tools to achieve that once the General Plan and future land use map have been worked on and adopted will be part of the Development Code and zoning rewrite. What they have here is consistent with the three pillars and what they have heard from the majority of the public. He believed they would come back with a zoning map that is different from what they have right now. Much of what is on the ground right now does not reflect the current zoning, and they will correct that through the zoning.

Council Member McMullin commented that the fact that something is called out as a wish or a goal in the future land use map does not affect a property owner's rights as to what they can or cannot do with their property today. It will not affect the land owner's rights until the Development Code and zoning map have been changed. Mr. Thomas added that, when someone

wants to rezone their property from its existing zone to something else, one thing that will guide that legislative act is the new future land use map. It will provide more predictability, and the property owner will know at the outset what is anticipated for that property. At the same time, base zoning must be sufficient that no one's property is being taken and so they can still have at least one dwelling unit or more on the property, depending on where it is located. Council Member McMullin explained that, in the future, when they amend the Code and create a new regulatory zoning map, some areas could be downzoned and some could be upzoned to be more consistent with what is shown in the future land use map.

Council Member Armstrong asked if, by articulating open space on a future land use map, they would put themselves at a disadvantage in negotiating with a particular property for open space. Mr. Thomas explained that the County would have to pay the owner fair market value for the land. The County does not want to be perceived as using its regulatory power to acquire property, so they are trying to say this is the plan for the community in the future, and individuals who want to develop their property under the current zoning have a good understanding of what they can do now and what they would foresee in the future. That may have a bearing on the value of the fair market value of the property, but not necessarily so the government can acquire it. Council Member Armstrong asked if they will have a rush for people to develop their property before anything changes. Mr. Thomas replied that is always a risk.

Mr. Putt stated that he is not overly concerned about a flood of applications for upzones, because that would probably require a Specially Planned Area process, and those are only located in the Resort or Town Centers. Most of the areas do not have a mechanism for a significant upzone. Other than the incentive density in the Code, there are not many zoning district opportunities to get there. Council Member Armstrong asked about the public's reaction to the future land use maps. Mr. Putt replied that, like any public process, the response has been mixed. It would be nice if they could bring to the Council something with a fix that makes everyone happy, but if they are serious about what they do in the Snyderville Basin and their basic resort and tourism as well as the open space industries and how they drive everything in the Basin, they need to make some hard decisions. They will have to say no in some instances where they have not said no in the past, and they will probably have to say yes to some strategies they may not have been willing to say yes to in the past. They are not presupposing where more development will be located, but they will carefully work through the next step in the process to evaluate how to develop a tool that will work.

Council Member Ure asked how they can solve their transportation problems when they are talking about additional development or maybe having to condemn some property to solve the problems. Mr. Putt explained that Planning and Zoning Administrator Peter Barnes's presentation may answer some of those questions.

Mr. Barnes presented a diagram of the Snyderville Basin and explained that it is a design of the open structure, the structure on which they build everything else. The transportation system is the skeleton around which the existing neighborhoods live and work, and the natural landscape, mountains, and rivers already exist. If they were developing from scratch, they could pick and choose the type and size and scale of the neighborhoods they would build. But much of it is already built, and he indicated areas on the framework that are either pinch points or critical areas. He explained that this diagram indicates the routes through and around the Snyderville Basin. When they look at the existing open space, parks, and recreation areas, it creates a green

halo around the Basin. Staff and the Planning Commission talked to the public when they worked on the neighborhood plans, and the next step is a master planning process. Everyone they have talked to has heard them use the phrase master plan, and everyone has a different idea of what that means. There is no definition of a master plan, but master planning will follow with a higher level of detail, and they need to see how it fits into the existing environment, how it will change the existing environment, and how it will benefit or detract from what exists. The biggest problem they now face is how to explain to people that the future land use maps are not zoning maps. The level of detail they will look at in master planning each neighborhood includes identifying what already exists, how the people use the neighborhood, how they move through the neighborhood, how they connect to other neighborhoods, and how they access recreation and work. Land use and transportation are not separate in terms of planning; they are tied together. If they have critical habitat, they should protect it. They should also build on what is already successful. If they have successful commercial space, they should build on that success, and most successful space has mixed uses. They need to make connections, starting with people on foot, then on bicycles, move to public transportation, and look at cars last. They need to work with the landscape, and built forms should respond to the sunlight and the climate and not be built on steep slopes or within the shallow slope. They need to be able to convince investors that the quality of the design is as valuable as the square footage, and part of that investment is the natural landscape, which is the reason people move here. He commented that they need to be more like themselves and less like everywhere else. The reason he likes fuzzy edges on the land use map is so they can design for change. People want a hard plan that everyone should stick to, but they need to have alternate plans. What they are talking about is how the Snyderville Basin will grow and change, and they need to be able to respond rather than react to the projects people bring into the Basin. If someone brings in a good idea, they need to have the tools to embrace that good idea and not deny it because they don't have the rules to do it. He believed they are looking for reassurance from the Council that they are moving in the right direction. They would like to know if they are missing something or if there is a certain direction the Council would like them to go.

Mr. Putt stated that Staff will return in April to begin the public hearing process on the General Plan, and this document represents what they need to do in the Snyderville Basin and why. It represents a very carefully thought through attempt to reach out to the public and get them involved, and they are confident that they have been able to enlist the community's interest in this document. The real value in the General Plan is the dialog that has occurred in creating it, and Staff is anxious to have the public dialog with the Council.

Council Member Robinson referred to Chapter 8 regarding transportation and connectivity and commented that a lot has occurred since that chapter was originally adopted a year ago. He encouraged Staff to look at Chapter 8 more comprehensively. Mr. Putt confirmed that they have incorporated Phase I into Phase II of the General Plan. He explained that Chapter 8 sets forth broad principles and values and is not meant to represent the work they will do on the Snyderville Basin Long-Range Transportation Master Plan, which will be included in the General Plan in an appendix. Some of this information might need to be edited, but the intent was to represent the foundation of what they are trying to achieve through the Transportation Master Plan. Council Member Robinson commented that the goals do not seem to convey the sense of urgency or magnitude of the problem.

Chair Carson suggested adding a comment with regard to transportation and open space that, when identifying parcels to be purchased as open space, they should consider what transportation value they may have before a conservation easement is placed on them. She noted that solid waste was not addressed in the section on sustainability.

Council Member Armstrong commented that there are three general areas where some language needs to be added. One is water conservation, and he encouraged Staff to look at what other jurisdictions are doing in terms of water conservation as it relates to landscaping and whether they are going as far as they can with conservation. Another is workforce housing, because as they begin to run out of space in the Basin, they will price people out of the market, which will create more transportation issues. A third area is connectivity and the ability of people to work from home with good broad band connections. Good broad band will be critical to further development in this community, and they need to be sure developers put in the appropriate infrastructure to provide for that.

Chair Carson encouraged the Council Members to forward any other comments they may have to Staff. The Council Members agreed that they would like to see this next time in work session followed by a public hearing the same evening.

- **Discussion of the Silver Creek Village Center Development Agreement, located on the southeast corner of I-80 and US-40; Wade Budge, applicant; Jennifer Strader, Planner**

Planner Strader recalled that the County Council approved the Specially Planned Area (SPA) designation for the Silver Creek Village Center in September 2011. This allowed for approximately 1,300 residential units and 50,000 square feet of commercial. The SPA will be implemented through adoption of a development agreement, which will essentially be the Code for this project. Once a SPA is approved, the applicant has two years to apply for and receive approval of a development agreement, and this applicant has twice received an extension from the County Council, with the current extension expiring March 31, 2015. The Planning Commission formed a subcommittee to review the development agreement, which met numerous times with the applicant and other stakeholders. The Planning Commission held a work session and then a public hearing on March 3, at which time they voted unanimously to forward a positive recommendation to the County Council. Due to the limited time left for approval, a public hearing has been scheduled with the County Council on March 25, and Staff and the applicant wanted to address additional comments or questions before moving forward with the public hearing.

Wade Budge, representing the applicant, explained that this project proposes the construction of a city over a period of time. It will be a master planned city with a master developer and master association. It will start in the southeast corner of the project and proceed to the center and then to the far northwest corner of the project. As soon as the development agreement is approved, they will dedicate more than 80 acres to the Snyderville Basin Special Recreation District to provide an amenity for the larger community. They will also provide amenities for people in the development in addition to a trail system to benefit the entire community, including a loop trail that will be built by the Recreation District and paid for by the developer.

Eric Langvardt, designer of the development, reviewed the site plan with the Council Members. He explained that it will consist of smaller lots and less maintenance. The plan was dictated by the SPA, which allowed them to create this plan to do the right things and create something that is needed in this community, especially affordable housing.

Council Member Armstrong asked about the LEED elements. Mr. Budge explained that they have included in the development agreement that they will build this community in a way that complies with the LEED requirements and provide a report on an annual basis explaining how they are doing at meeting those requirements. The details of the LEED elements are outlined in an exhibit. They include providing for water re-use, bike share, walkable paths, etc. Mr. Langvardt clarified that this is the LEED for neighborhood development standards. As far as the individual buildings are concerned, the cost to meet LEED standards would not be viable. He briefly reviewed the process for qualifying for LEED certification.

Mr. Thomas noted that the development agreement states that Silver Creek Village will voluntarily achieve the minimum point requirements and asked what that means. If it is voluntary, it is not binding. Mr. Langvardt stated that they are committed to obtaining the points for that level but are not sure if they will get past the hurdle of national certification requirements, partly because of where the site is located. Mr. Thomas confirmed with Mr. Langvardt that they are committed to the minimum point requirements.

Council Member Robinson stated that he has a number of philosophical issues with the agreement. One is the conversion of residential units to commercial within the VMU. Another is the notion that just deeding land for the workforce unit equivalents will satisfy the affordable housing requirement. He would like to know who will pay for construction of the parks. He stated that the definition of technical modifications that can be done without a substantial amendment to the agreement are vague and could be subject to manipulation, and he would like that clarified. He believed the transportation impacts are the largest aspect of this project. With regard to transportation impacts, and he would like the language tightened up so that the developer is responsible for traffic mitigation, regardless of whether the County has already stepped in and done the work. He believed 20% sod on the larger lots would be a large area. He expressed concern about whether the exhibits would be usable if they are reduced down to 8-1/2 by 11-inch size.

Council Member Armstrong stated that he has the same concerns about the technical modifications. He asked if there have been discussions about possibly increasing the size of the school/civic parcel. With regard to utility easements, he wanted to be sure the residents of this development will have the infrastructure to be able to easily connect with broad band. Council Member Robinson commented that the utilities should be underground. Council Member Armstrong asked if the County has the right to approve the affordable housing. Mr. Thomas stated that he has included that in his notes. The memorandum of understanding with the Recreation District and workforce housing should be included as exhibits. The Council Members and applicant discussed affordable housing and how to better address it. Joe Tesch, representing one of the property owners, explained that Mountainlands may want to build the affordable housing. Council Member Robinson stated that the idea of the affordable housing and when it will be built, who will build it, and other details of how it will be accomplished are vague in his mind. Council Member Armstrong asked if the income qualifications paragraphs regarding affordable housing are consistent with each other. Mr. Budge replied that language

was drafted by Mountainlands Affordable Housing Trust, and they will work with Scott Loomis to clarify the language. Chair Carson commented that the waterfall provision of 60 days for the workforce units seems very short and suggested that it be longer.

Council Member Armstrong noted that the agreement states that the applicant will apply for the national green building standard and asked if they have to achieve it or just apply for it. Mr. Langvardt replied that is the same concept as the LEED points. Council Member Armstrong suggested that they be required to meet some minimum standard. He asked about the lot sizes and turf on 20% of the building lot. Mr. Budge replied that all the lots are listed in Exhibit I, and the largest lot would be about 10,000 square feet. Mr. Langvardt explained that Staff asked them to include a maximum lot size for each parcel so someone cannot buy five lots and build on a half acre, which does not fit with their concept. Council Member Armstrong asked if there is a reason to not require xeriscaping on the lots. Mr. Langvardt explained that they would like children to be able to play in the yards. Mr. Budge noted that some people say turf has a cooling effect, which helps with utility usage and air quality. Mr. Langvardt explained that the 20% is in line with the LEED requirements. Council Member Armstrong asked the applicant to consider xeriscaping rather than turf. He asked them to be conscious about transportation issues and asked about the soils. Mr. Budge explained that they cleaned up the soils on this property and have obtained a release. Council Member Armstrong asked about the mitigation measures related to road capacity and traffic mitigation for the development. Mr. Langvardt explained that the roundabout was not in place when they first drafted this. The traffic study said the road capacity would be good with the first 271 units in this development without the roundabout. If they get so far ahead in their development that it impacts the intersection, they will do a traffic study to determine whether mitigation is required. If the developer needs to pay out of pocket to do that, they will seek reimbursement. Mr. Budge explained that they wanted to set up a marker with the Horrocks traffic study to be sure this project is working in accordance with that plan by the time they approach 271 units. Council Member Robinson suggested that they need to look at the impact fees to be sure they are current. He wanted to be sure the capital facilities plan is current and that the impact fee study takes into account everything that will be needed for this development. He did not want the developer to sell units based on an outdated impact fee and the County then have to catch up.

Chair Carson referred to language stating that an amended operation analysis may be required at the time of the first plat recordation and asked who would make that determination. Mr. Thomas stated that he has amended that language, and it will be determined by the County Engineer. Chair Carson agreed with the concern about the village commercial and converting residential units to commercial. She believed it would help if they would define VMU. She asked for an explanation of Paragraph 2.3.4. Mr. Budge explained that it means they must build the 50,000 square feet of commercial and cannot try to convert it into residential. However, they can convert some of the residential units to commercial, but that would be limited to the VMU parcels. Chair Carson noted that some of the community benefits are to occur during Phase I, but there is also a provision that there is no specific order of phasing. Technically, they could develop Phase I as the last phase and not make those improvements until then. Mr. Budge explained that they have an obligation tied to the first plat they record, which is the baseline. He offered to change the language to state the first recorded plat. Chair Carson also had concerns about the traffic impacts of this development and did not believe one roundabout could possibly handle the volume that will go through the intersection. Mr. Budge emphasized that, built into the agreement is the fact that they will do a supplemental traffic study as they approach 271

units. Council Member Armstrong stated that they know they will get to a point where there will be a problem, and he would like to know if there is an alternative. Now is the time to ask that question, not when people are sitting in their cars cursing the developer and the County for allowing that to happen. Now is the time to address whether there is an alternative. Chair Carson asked if they have to wait for the road to reach a failed status before putting in improvements as stated in the agreement. Mr. Budge offered to clarify that. Chair Carson was impressed with the overall design and acknowledged that the master developer has good intentions, but she was concerned about future developers and wanted to write the agreement to hold them to the same standard that the master developer has in designing the development.

Council Member Ure asked if the developer met with the school district and negotiated the 5-acre site. Mr. Langvardt explained that the LEED certification designates an elementary school site as five acres. They were in a meeting with the South Summit School District, and the District's architects confirmed that it is better and cheaper to build a 2-story building. Chair Carson noted that they have talked to the Recreation District about sharing their facilities, so the playground would go into the park.

Mr. Thomas asked if single-family could be converted to multi-family and vice versa. Mr. Budge replied that they can go from a more intense to a less intense use, but the totals cannot be exceeded. Mr. Thomas asked if the community park donation is the land only. Mr. Budge replied that they will also pay impact fees to the Recreation District and build the trail throughout the project and the loop trail. They will also dedicate an easement through the project for the loop trail. He explained that is all spelled out in the memorandum of understanding. Mr. Thomas asked how the infrastructure would work if they are able to re-use water. Mr. Langvardt explained that they recognized the parcels that would most benefit from that and spelled out parcel by parcel that the pipe to accommodate that will be required.

Council Member Robinson asked if they will be able to approve the development agreement next week. Mr. Thomas replied that, if they do not extend the date, the development agreement would have to be approved next week. They can work on the changes and hold the public hearing next week. Council Member Robinson preferred that next week's agenda include an item that would allow them to extend the SPA and give them a chance to work on the development agreement. He wanted to be sure someone has gone through the exhibits with a fine-toothed comb to ensure that there are no conflicts. Council Member Armstrong agreed that they should extend the SPA and get the development agreement on the agenda for next week. Chair Carson noted that the public hearing is on the agenda for next week but not possible approval. She requested that Staff include possible approval on the agenda, and if they are not ready to approve it, they can grant an extension. She requested that they also include a possible extension on the agenda for next week.

## **REGULAR MEETING**

Chair Carson called the regular meeting to order at 6:35 p.m.

- **Pledge of Allegiance**

## **PUBLIC INPUT**

Chair Carson opened the public input.

Bill Coleman asked how he could give input in writing on what was discussed in the work session this evening. Chair Carson gave him the Council's email address.

Chair Carson closed the public input.

## **DISCUSSION AND POSSIBLE ADOPTION OF PROCLAMATION NO. 2015-1, A PROCLAMATION DECLARING THE MONTH OF APRIL "NATIONAL COUNTY GOVERNMENT MONTH"; JULIE BOOTH, PUBLIC AND COMMUNITY AFFAIRS**

Julie Booth asked the Council to approve a proclamation designating April as National County Government Month. She noted that the proclamation also asks for public participation in all the activities they have planned and reviewed the activities planned for the month. She also reported that on Saturday, April 18, they will celebrate County Day at Tanger Outlets from 11 a.m. to 3 p.m. and described the events to be held that day.

**Council Member McMullin made a motion to adopt Proclamation No. 2015-1, a Proclamation declaring the month of April "National County Government Month." The motion was seconded by Council Member Robinson and passed unanimously, 5 to 0.**

## **COUNCIL COMMENTS**

Chair Carson recognized the passing of Gene Moser and Bob Rose. She reported that County Engineer Leslie Crawford visited the advisory committee in Silver Creek Estates last week and talked about a possible extension through the Bitner property. Someone then put out that one particular connection had been decided on, and a lot of inaccurate information was posted. She put out what she knew at the time to try to correct that. She will meet tomorrow with Mr. Putt, Ms. Crawford, and Public Works Director Derrick Radke to talk about what is going on. She confirmed that there will definitely be a public process to vet this with the Silver Creek community. She reported that there will be a Mountain Accord transportation meeting on March 26, and they have asked her to participate. She thanked Council Members Armstrong and Robinson for agreeing to visit Coalville City.

## **MANAGER COMMENTS**

County Manager Tom Fisher reported that the *Park Record* gave Summit County and Julie Booth a compliment for their use of social media. On Friday, March 20, the County will kick off highlights of how County employees are using different modes of transportation to get around, which will be a weekly feature. He announced that Chris Crowley is the new emergency manager, and he has a great deal of large event and emergency management experience.

The County Council meeting adjourned at 6:55 p.m.

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*Council Chair*, Kim Carson

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*County Clerk*, Kent Jones

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# MINUTES

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**SUMMIT COUNTY**  
BOARD OF COUNTY COUNCIL  
WEDNESDAY, APRIL 1, 2015  
SUMMIT COUNTY COURTHOUSE  
60 NORTH MAIN STREET, COALVILLE, UTAH

**PRESENT:**

**Kim Carson**, *Council Chair*  
**Roger Armstrong**, *Council Vice Chair*  
**Claudia McMullin**, *Council Member*  
**Chris Robinson**, *Council Member*  
**David Ure**, *Council Member*

**Tom Fisher**, *Manager*  
**Anita Lewis**, *Assistant Manager*  
**Robert Hilder**, *Attorney*  
**David Thomas**, *Deputy Attorney*  
**Kent Jones**, *Clerk*  
**Karen McLaws**, *Secretary*

**WORK SESSION**

Chair Carson called the work session to order at 1:05 p.m.

- **Interview additional applicants for vacancies on the Eastern Summit County Planning Commission**

The Council Members interviewed Ben Keyes, Carsten Mortensen, Jim Bell, Louise Willoughby, Sue Follett, and Mike Crittenden for vacancies on the Eastern Summit County Planning Commission. Questions included why the candidates want to serve on the Planning Commission, what the impacts of the proposed zoning might be, the biggest challenges in Eastern Summit County and how they would address them, any conflicts of interest they might have and their ability to be unbiased, what skills they would bring to the Planning Commission, if they have time to serve, whether they favor the direction of the proposed Code changes and if something is missing, why they are applying now to be on the Planning Commission, their greatest strengths that would benefit the Planning Commission, the challenges of the current Code, and how they would see a TDR program working in Eastern Summit County.

**CLOSED SESSION**

**Council Member Armstrong made a motion to convene in closed session to discuss personnel. The motion was seconded by Council Member Ure and passed unanimously, 4 to 0. Council Member McMullin was not present for the vote.**

The Summit County Council met in closed session for the purpose of discussing personnel from 2:45 p.m. to 3:10 p.m. Those in attendance were:

**Kim Carson, Council Chair**  
**Roger Armstrong, Council Vice Chair**  
**Claudia McMullin, Council Member**  
**Chris Robinson, Council Member**  
**David Ure, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Robert Hilder, Attorney**

**Council Member Armstrong made a motion to dismiss from closed session to discuss personnel and to convene in closed session to discuss litigation. The motion was seconded by Council Member Robinson and passed unanimously, 5 to 0.**

The Summit County Council met in closed session for the purpose of discussing litigation from 3:10 p.m. to 3:55 p.m. Those in attendance were:

**Kim Carson, Council Chair**  
**Roger Armstrong, Council Vice Chair**  
**Claudia McMullin, Council Member**  
**Chris Robinson, Council Member**  
**David Ure, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Robert Hilder, Attorney**  
**David Thomas, Deputy Attorney**

**Council Member Ure made a motion to dismiss from closed session and to reconvene in work session. The motion was seconded by Council Member Armstrong and passed unanimously, 5 to 0.**

**WORK SESSION – (Continued)**

**• Presentation regarding Qualified Energy Conservation Bond application; Lisa Yoder**

Sustainability Coordinator Lisa Yoder provided an update on the Qualified Energy Conservation Bond for which the County has applied. She reviewed the program goals and explained that the bond would provide \$4.24 million to lend to residents to increase their residential energy efficiency by 20% to 40%. The target is to reduce energy in 200 homes by 20%, which would save the homeowners \$521 per year and to reduce energy by 40% in 100 homes through a deep retrofit, which would save those homeowners \$1,046 per year.

Council Member Ure confirmed with Ms. Yoder that the interest charged on the loans would be sufficient to cover the administrative costs of the program. Council Member Robinson confirmed with Mr. Yoder that the effective bond rate to the County would be 1% and that the County would charge the homeowners 3%.

Ms. Yoder explained that the County would disperse the bond proceeds within three years, the term of the bond is ten years, and the homeowner would have up to ten years to repay the loan. The cost of the bond issuance is \$60,000, and the County is allowed 5% of the proceeds for administration costs, which would have to be repaid. She proposed that the homeowners pay 3% interest of which 1% would be for bond interest, 1% for program administration, .5% for loan administration services, and .5% for default and contingency. She explained that the bond and administration costs would be covered through the loan interest, and the County's commitment would \$2,000 for the bond application, \$60,000 for the bond issuance, which is included in the

bond proceeds, and \$50,000 of staff time over five years, which would also be recoverable through loan interest. She discussed the responsibilities of the program administrator.

Council Member Ure asked about the position of this loan compared to the mortgage on a house. Deputy County Attorney Dave Thomas replied that these loans would take second position to a first mortgage. The County would require a promissory note and second deed of trust, and if the person did not pay, the County would place a lien against the home. Ms. Yoder recalled that her research showed that the default rate on this type of loan is less than .5%, and the County would have qualified loan processors who would be certain they have good, solid borrowers, which also helps minimize risk.

Council Member Robinson commented that, if they issue the full bond amount at 3% interest, the annual payment to the County will be \$500,000, not \$750,000. Ms. Yoder stated that the \$750,000 is the program cost over five years. Council Member Robinson stated that the math needs to be worked on again.

Ms. Yoder reviewed the project timeline, stating that they meet with the bond board on April 15, and she would like a member of the Council to attend. Council Member Robinson offered to attend. Ms. Yoder stated that, if the County is awarded the allocation, the bond issuance would be in May, an RFP would be issued in June, and the bond proceeds should be issued in July. The program will be launched through a pilot program in September to December 2015, with the full program in place from January 2016 through December 2017.

Council Member McMullin asked about the relationship between this program and the Georgetown University competition. Ms. Yoder explained that the purpose of the Georgetown competition is to move the bar on residential energy efficiency, and this program would have a great impact on energy reduction and could help them win the prize.

Chair Carson recalled that Ms. Yoder previously talked about contractors being trained to do the home assessments and asked if that is part of this program and if that would be included in the administrative costs. Ms. Yoder explained that the energy auditors, the technicians who either do the work or oversee the contractors doing the work, and a quality control technician would all be trained by the weatherization training center. She confirmed that there are people available to be trained. County Manager Tom Fisher stated that contractors should be attracted to this program, because it will be guaranteed work, and the market should take care of that.

Council Member Robinson asked if Ms. Yoder has talked to any bankers or loan administrators about their fees for servicing the loans. He believed they would gain more traction if they would lower the interest rate by streamlining the process and being as efficient as possible. He did not want to create a cumbersome bureaucracy to administer this program.

Mr. Fisher asked Finance Officer Matt Leavitt to discuss what this will mean to the County's overall bonding capacity.

Mr. Leavitt provided a summary to the Council showing how this would affect the County's sales and use tax revenue bonding ability. He explained that the County's bonding capacity for sales and use tax is about \$52 million, but making debt payments on that would cut into operations funding. This \$4.25 million bond will impact that \$52 million bond capacity, because the sales and use tax will be used as collateral for this bond. The County currently has \$8 million in sales and use tax bonds that were issued in 2009, and this will take the total to over \$12 million, or about 23.8% of the County's bonding capacity for sales and use tax bonds. One important question is whether a debt service reserve fund is required. He also commented that this assumes some ideals in the energy program. If all the bond proceeds were issued as loans up front and payments were received from the homeowners up front, the County would not have to front any of the costs. However, if the program drags out three years, the County will have to subsidize the program until the payments are received from the homeowners. Then there will be a time at the end when the remaining payments will come in from the homeowners once the bond has been paid off. He explained that they could try to structure the bonds so the first three years' payments are smaller with larger payments toward the end.

Council Member Armstrong thought he had understood from a previous presentation that they would not have to pay unless the proceeds are drawn and that they would only pay as they use them. Mr. Leavitt replied that depends on how the bonds are structured. Council Member Robinson explained that they will have 350 basis points of negative arbitrage until they put the money to work. Ideally, the County could self-fund and get things up and running before the bonds are issued so they do not have much negative arbitrage. He asked if there is a way to compress the time between the bond issuance and starting the program to deploy the money faster. Chair Carson suggested that they could use County funds to get the pilot program going and issue the bonds when they are ready to move forward with the full program. Mr. Leavitt asked how much the County is willing to front in order to get the program up and running faster.

Ms. Yoder commented that she believed the County could find matching funds in the future to continue this program without additional bonding.

- **Review 2015 County Council Strategic Plan; Tom Fisher, Anita Lewis, Julie Booth**

Assistant Manager Anita Lewis explained that the purpose of this review is to see if the Council Members would like to make any changes to the proposed strategic plan. She reported that the strategic plan was sent to the Council Members and Management Team for further review. A survey was distributed to employees about the strategic plan, and 181 employees responded, with a high percentage agreeing with the mission statement and vision. She reviewed the values established by the Council and noted that they are also supported by the employees.

Mr. Fisher noted that some of the comments indicated that employees did not understand the difference between responsiveness and effective operations. He stated that he looks at responsiveness as a customer service issue and at effective operations as an organizational issue. He offered to refine the definitions to better differentiate them.

Ms. Lewis referred to the four core areas and explained that, for each core area, a team will be organized within County staff.

The Council Members reviewed Core Area 1. Council Member Armstrong requested that they remove the word “growth” at the end of the opening statement. He also requested that they add major employers to Action Step 1 and suggested that the wording in Action Step 3 be changed to “seek and obtain new funding sources.” He noted that Action Step 4 is not really an action step and requested that it be re-worded to make it into one. For Action Step 5, he suggested changing the word “design” to “investigate and develop.” He stated that the word “creating” in Action Step 6 should read “create.” Mr. Fisher suggested that Action Step 9 state, “explore regional transportation” rather than creating a regional transit district, because it presupposes a solution. Council Member Armstrong suggested that they remove “transit messaging” from Action Step 4 and make it a separate action step. Chair Carson requested that Action Step 1 begin with “initiate discussions between.” She noted that active transportation is not included in the action steps and stated that they need to encourage trails, walking, and biking. She suggested that they add the word “develop” at the beginning of Action Step 10 regarding affordable/workforce housing. Council Member Armstrong noted that the citizens advisory committee is also not included in the action steps, and with regard to the plans referred to in Action Step 11, he would like to see them develop identifiable milestones to measure what they have achieved.

The Council Members reviewed Core Area 2. Council Member Armstrong requested that they remove the word “grow” from the opening statement and replace it with “manage and guide growth in.” Chair Carson suggested that they refer to interlocal agreements as a possible tool, not as something that they will definitely have. Council Member McMullin suggested that they remove the reference to interlocal agreements. Council Member Armstrong suggested that Action Step 1 state, “Pursue cooperative regional planning with Wasatch County, Park City, and other municipalities.” He suggested that Action Step 3 begin with the wording, “Pursue planning strategies that emphasize clustering to avoid sprawl.” Mr. Fisher suggested that Action Step 5 be combined with Action Step 3.

The Council Members reviewed Core Area 3. Council Member Armstrong requested that they change Action Step 3 to read, “Pursue Community Choice Aggregation feasibility for possible implementation.” Council Member Robinson suggested that at the end they say “if appropriate” instead of for possible implementation. Mr. Thomas noted that they may have to do more legal research on the woodburning appliance ordinance, since the Governor just signed a bill. Chair Carson suggested using the word “develop” at the beginning of Action Step 7.

The Council Members reviewed Core Area 4. Council Member Robinson requested that they change the opening statement to read “to ensure management of growth.” Chair Carson stated that they need to meet with the Mayors and Councils regularly, because annually is not often enough.

Ms. Lewis presented the employee responses regarding the core areas and the performance priorities previously identified that continue to fit into the current areas of focus. She reviewed the timeline that will lead to adoption of the strategic plan on April 29.

Council Member Armstrong requested that they include water under the Preservation value. Chair Carson suggested that the Regional Collaboration sentence start with, “Partner and team.”

## **REGULAR MEETING**

Chair Carson called the regular meeting to order at 5:35 p.m.

- **Pledge of Allegiance**

## **DISCUSSION AND POSSIBLE APPROVAL OF PRIMARY PROPERTIES AND NON-PRIMARY PROPERTIES; ASHLEY BERRY**

**Council Member Ure made a motion to approve the primary and non-primary properties as presented. The motion was seconded by Council Member McMullin and passed unanimously, 4 to 0. Council Member Robinson was not present for the vote.**

## **APPOINT MEMBERS TO THE EASTERN SUMMIT COUNTY PLANNING COMMISSION**

**Council Member McMullin made a motion to reappoint Doug Clyde and to appoint Louise Willoughby to the Eastern Summit County Planning Commission, with their terms to expire February 28, 2018. The motion was seconded by Council Member Armstrong and passed unanimously, 5 to 0.**

## **DISCUSSION AND POSSIBLE APPROVAL OF HEALTH DEPARTMENT'S REQUEST TO CREATE AND FILL A NEW "HEALTH EDUCATOR I" POSITION; RICH BULLOUGH AND GERI ESSEN**

Chair Carson explained that the opportunity arose for the Health Department to apply for a grant, and Health Director Richard Bullough asked her if she thought the Council would approve the associated additional staffing. They pursued the grant and were successful.

Mr. Bullough explained that this grant focuses on areas that tie into the active transportation initiatives and on hypertension and diabetes. He clarified that the funding has been awarded but will not be accepted until they have staff in place to do the work. The State has assured him that the funds will continue for at least four years, with a high probability of renewal after four years. The grant is for \$16,500 per year, which will allow them to hire a Health Educator I and have some resources outside of that. This position will focus on initiatives throughout the County, but with extra emphasis in Eastern Summit County. He explained that State data show that Eastern Summit County has an equivalent or worse risk than the State of Utah as a whole when it comes to overweight, obesity, diabetes, and tobacco use, and those are the areas they will focus on.

Council Member Robinson asked if other Health Departments in Utah will receive funding like this. Mr. Bullough explained that Summit County is one of the few counties in the State that was not funded in the first cycle for this program, and the majority of health departments have similar activities funded through this funding stream.

Gerri Essen, Health Promotion Director with the Health Department, stated that she has been waiting for a grant like this for over 20 years, and it is the first one she has seen that is sustainable. She explained that they will work with a lot of clinics and physicians in this effort.

She commented that people with diabetes in Summit County have had to travel to surrounding counties to get the education they need to assist them, and the Health Department has built into this grant the opportunity for some of the nursing staff to become master trainers, which will give them some resources they do not currently have. She stated that they have already been working with the County on some active transportation projects.

Council Member Armstrong asked if there are recreation facilities available in the eastern part of the County. Mr. Bullough explained that the facility in Kamas is a showcase facility, but there is not much else. There is much more focus on public access to free recreation in the Snyderville Basin, and the Health Department is interested in promoting that on the eastern side of the County. They need that to come from the community so they will embrace it, and the person in this position will find ways to promote and develop those resources. Ms. Essen reported that they contacted people in the Henefer area last year to see if they were using the trails. They received some good information and were able to work with the Recreation District to obtain a mini-grant. As much as they can, they have been making contacts in the community and promoting the resources that are available.

Council Member Armstrong asked about the primary responsibilities of the new health educator. Mr. Bullough explained that this is a partnership. A single position cannot create this program, but it can help connect the dots by identifying what resources are available and what activities are planned and help develop resources. Ongoing, this position will be sure that resources are available for diabetes education. Council Member Armstrong commented that this would also provide a good opportunity to work with the municipalities in Eastern Summit County.

Council Member Ure asked if the grant is specifically for exercise and obesity or if it is also for lifestyle changes, such as education regarding e-cigarettes and smokeless tobacco. Ms. Essen explained that the CDC wants tobacco included, but she did not write it into the grant, because the Health Department already has three tobacco grants. She agreed that e-cigarettes are an issue and provided statistics about e-cigarette use and how it has increased. Mr. Bullough reported that the Board of Health passed regulations specifically regarding the sale and manufacturing of e-cigarettes, and that is definitely on their radar.

**Council Member McMullin made a motion to create and fill a new “Health Educator I” position which will be fully funded through a grant to the Health Department. The motion was seconded by Council Member Ure and passed unanimously, 5 to 0.**

### **COUNCIL COMMENTS**

Council Member Ure asked about the Council’s policy regarding conflicts of interest. County Attorney Robert Hilder replied that the rule is that they should disclose and clear it or recuse themselves. Mr. Thomas explained that the Council does not have an official rule or policy, and State statute looks only at financial interest. If a Council Member has a financial interest where they could benefit financially, they should disclose and leave the dais and not participate. Council Member McMullin explained that the financial interest must be current. Council Member Ure recalled that there is a meeting with UDOT tomorrow morning, and he offered to attend.

Council Member Armstrong commented that, with the warmer weather, dog bitings have already started, and he hoped the County is pursuing people who have not taken responsibility for their dogs and bites. He noted that there is a great new dog park below the Olympic Park and invited residents to look for a legal place to allow their dogs to run off leash. He hoped the County would step up enforcement and start handing out citations. Brian Bellamy stated that they have cited a number of people in the past three weeks, and he just spent the past two hours with people who were unhappy that they were cited, claiming they were unaware of the leash law. Even in the off-leash parks, people need to keep their dogs on a leash if they are aggressive animals. Chair Carson suggested that they revamp the signage at the trailheads. Mr. Bellamy stated that he has spoken with the Recreation District, and there are some areas they will start working on, including a new brochure that talks about responsibility in off-leash areas and standardizing the signage in the County.

Chair Carson reminded the Council Members of the UDOT annual visit tomorrow morning from 9:00 to 11:00. She suggested that they talk to UDOT about having it just prior to a Council meeting in the future instead of on a separate day. She would also like to know if their presentation will be available online. She believed they should discuss the Council's previous conversation about the tunnel under Highway 224.

### **MANAGER COMMENTS**

Mr. Fisher reported that he had a conversation with Bill Malone with the Park City Chamber Bureau about collaborating on some of the County's transportation issues, and Mr. Malone was very receptive to that. Mr. Fisher stated that he has participated with Park City in interviews for their transportation planner replacement, and they have some very good candidates. He and Staff will meet with Park City to further discuss transportation issues and get some work programs going.

Mr. Fisher reported that he and Ms. Lewis met with Representative Mel Brown on Monday and discussed some issues with him. He stated that he has been meeting with Matt Leavitt to review the budget and will be bringing forward a number of things to discuss with the Council. He has also scheduled time on April 15 to discuss the County's transportation planning capacity.

### **APPROVAL OF MINUTES**

MARCH 11, 2015

**Council Member McMullin made a motion to approve the minutes of the March 11, 2015, Summit County Council meeting as written. The motion was seconded by Council Member Ure and passed unanimously, 5 to 0.**

### **PUBLIC INPUT**

Peter Morris stated that he was denied his request at a Board of Adjustment meeting last week. He acknowledged that there is an appeal process, but he did not think it was worth it. He wanted to appeal to the Council to see if something else could be done. Mr. Hilder explained that there is nothing the Council can do to help Mr. Morris, but he would be willing to meet with him to see if he could help him. Council Member McMullin explained that the Council does not have

any jurisdiction over a decision made by the Board of Adjustment. Mr. Morris explained that their contractor did the wrong thing, and now their lot is 2' 2" too narrow to build a driveway. He did not understand why they have to have a driveway 10 feet from the edge of the property or why they need 20 feet to get a driveway to the back of their property. He stated that they have already started building their structure and now cannot access the rear of their property to either finish the structure or demolish it. He expressed frustration with the Engineering Department that they have not returned his call to find out how they can gain access to the rear of their property and because they were aware this would be a problem when the building permit was approved but never brought it to his attention. He only dealt with the contractor, whose only interest was to start building the project, and he believed the Engineering Department had an obligation to not approve something that would work.

Chair Carson explained that the Council is not able to help Mr. Morris, because they do not have all the information. She invited him to accept Mr. Hilder's invitation to visit with him to discuss what his options are. Mr. Morris stated that the builder told him one reason he went ahead with construction was that the Engineering Department told him the rules would change in 2014. Since then, there is a new Engineer, and he has tried calling and received no response.

Council Member McMullin suggested that Mr. Morris talk to Staff about the possibility of applying for a special exception.

Council Member Armstrong explained that it is not the Engineering Department's responsibility to call the property owner personally if something on their plans does not work, because the builder is essentially the owner's agent. He believed Mr. Morris's action is against his builder if he did something he was not supposed to. He explained that the builder's violation of the Code does not entitle the owner to a remedy from the County. Mr. Morris stated that he is just asking for some common sense, because now he has a half-built structure that is an eyesore and dangerous, and he cannot do anything with it, including demolishing or continuing to build it.

Chair Carson closed the public hearing.

**DISCUSSION, PUBLIC INPUT, AND POSSIBLE ADOPTION OF RESOLUTION NO. 2015-11, A RESOLUTION TO SUBMIT A MAP AND LEGISLATIVE LANGUAGE FOR CONSIDERATION AS PART OF CONGRESSMAN BISHOP'S PUBLIC LANDS INITIATIVE**

Ms. Yoder provided copies of the latest language for the legislation.

Cark Larson, representing Uinta County, Wyoming, thanked Summit County for allowing them to be part of this initiative and for appointing two Uinta County citizens to serve on the advisory committee. He provided a copy of a letter and resolution from the Uinta County Commissioners.

Ms. Yoder reviewed the wilderness map and noted that the only change is a red line indicating the separation of the bighorn sheep from the domestic sheep and a change in the name of East Fork Creek. Chair Carson also noted that under setbacks for the wilderness designation, the last bullet should read 300 feet from the center line, not 150 feet. Brad Barber clarified that, the way the maps have been drawn, the wilderness boundary is 300 feet from the center line of the road.

Rick Schuller, District Ranger with the Wasatch-Cache National Forest, provided a copy of the travel map, which does not say anything about the centerline of the road; it just says from the road. The travel management rule that came out after the map came out set 150 feet as the standard, but some units that had already completed their travel management could leave what they had, in this case, 300 feet. It was noted that standard language for Class B roads is from the center line, and that was what was agreed upon.

Mr. Barber discussed the special management area for the Little West Fork/Black's Fork area. He explained that they want to manage that area to improve the watershed and other ecosystem functions and have it be consistent with all the uses in that area, which means fuel reduction and forest management treatment would be allowed.

Chair Carson reported that they changed the last bullet on page 3 yesterday regarding livestock grazing, and she read the amended language. She was told by Casey Snider with Congressman Bishop's Office that they did not need to include anything regarding grazing and that his office will come up with universal language in their final proposal. However, the committee has not seen that language, and they felt that they could live with this particular language. Council Member Ure explained that the intent was to maintain the existing circumstances with regard to grazing. Mr. Barber explained that the language has been carefully crafted and discussed with a lot of partners, and that is the language they have agreed upon. Council Member Robinson stated that he would like to delete the last sentence of that paragraph.

Chair Carson explained that Mr. Snider also indicated that the land exchange language was not required, but she felt it was important to include that they would like conveyance of the 40-acre parcel in the Snyderville Basin.

Chair Carson opened the public input.

David Allison, representing a coalition of conservation districts in Sweetwater County, stated that a few critical statements have been made that are incorrect, and they have prepared a paper regarding them. He stated that there is a misconception about roadless areas, that they cannot remove that designation and that it had been put out for public input, and that is not correct. There was quite a bit of litigation when they designated the roadless areas, and they thought it was counter to the '84 Wilderness Act in the State of Utah. They believe these lands should have been released to multiple use after that Act was signed. Council Member Robinson asked what uses Mr. Allison is concerned about. Mr. Allison stated that their major concern is the watershed and being able to protect it and the amount of dead and dying timber. They are concerned about the designations that would be placed on the watershed where part of it could be treated and the other part could not. They believe there is reason to release some of the roadless areas. Chair Carson confirmed with Mr. Allison that he plans to forward this information to Casey Snider.

Carl Larson stated that Uinta County has been intimately involved in helping to develop this language. He noted that the livestock grazing language was taken out for a while, and they worked together to come up with some language they could all agree on. He felt strongly that the Council should include the language as it is in the latest version. Council Member Robinson asked if Uinta County has any concerns about the latest proposal as it relates to roadless areas.

Mr. Larson replied that they have had concerns about the roadless area and being able to manage that, and they have worked with the Forest Service. They acknowledge that there are a lot of restrictions on some of the wilderness areas, and Rick Schuller can only manage about one-third of his district because of the roadless areas. They hope that through this they will be able to do some things. He stated that they have worked closely with the environmental community to try to get something that is satisfactory to them, and they are opposed to releasing any roadless area. They have tried to get something they feel will accomplish the goals of removing some of the fuel hazard, and it is not what they would really like to see, but they have had discussions and come to agreement with the environmental community. As Uinta County's representative, he will report what happens here, but they have been comfortable with what the committee is doing. He confirmed that Uinta County did not have anything to do with the letter that was distributed by the conservation district coalition in Sweetwater County.

Shaun Sims explained that the letter from the conservation districts was developed a while ago with some guidelines to be brought forward to the County Council. He received the letter yesterday and did not have much time to look at it, but it was not ratified by their conservation district. He did not know what Sweetwater Conservation District has done, but he believed there are some good points in the letter. He is one of the producers in the allotments they are talking about as well as a supervisor on the Uinta County Conservation District. They are very concerned about the health of the watershed and the potential effect of a catastrophic fire on their ranchers. He expressed appreciation for what was proposed on the Black's Fork portion and the concern about the roadless areas. As a rancher, he appreciates what the committee did to get something included with the understanding that legislative language will be written regarding the grazing. He believed there is an opportunity for the Council to send a message that grazing is important, and there is some concern about whether the language goes far enough to protect the grazing allotments. He thanked the Council for the hard work they have put in on this.

Carol Hamilton, a permittee within the existing High Uintas, requested that the Council take a serious look at the 17-page letter from the coalition given the misconceptions of what can and cannot be done. She stated that, as a constituent of the Uinta County Conservation District and Uinta County Commission, as a permittee and a Uinta County citizen, and part of the livestock industry, she likes what the coalition document has in it, because it supports and reiterates the language Carl Larson originally brought to the committee. Although the letter was not ratified by the Uinta County Conservation District, they put her in charge and sent her to the meetings with the authority to vote, and she supports the language in those comments. Council Member Ure asked if it is important to win the battle or to win the war. Ms. Hamilton replied that she lives up there, and when she turns out the livestock and her family is up there, she holds her breath all summer long, and that is what is important to her. Council Member Ure asked if they are better off with this or with nothing. Ms. Hamilton replied that it is not nothing, because there are already wilderness and roadless designations, and this just adds more. She believed many of her affiliates would say nothing will be better. Council Member Ure explained that what they have had is nothing for the last several years in trying to restore watershed management, and this will open the door to being able to do some watershed management. He is trying to get something that will allow them to start somewhere to do some watershed management. Ms. Hamilton commented that, as a whole, she could not see how it would be any more manageable than it already is in Summit County. She felt that Congressman Bishop has a lot of issues in the

southern part of the State and does not want that locked up in wilderness, so he is trying to get some wilderness here in the hope of not having to do it in the southern part of the State.

Joe Hickey thanked the Council for the opportunity to be involved in this process. He stated that in the 1990's, he and Carl Larson were in Summit County looking for maps to combat the roadless area designations and to prove that there were roads in those areas. They found a surveyors map made in 1873 when the Hayden Party surveyed the area, and he has photographs from that time. He commented that in 1873 only one family lived south of the 41<sup>st</sup> Parallel that divides Wyoming and Utah, and today there is still only one family south of the 41<sup>st</sup> Parallel. He believed that is something to be proud of. He understands the environmental community wanting to preserve ground and the importance of that, but they should also be able to preserve their lifestyle and way of life, and that is why it is important that they have rock solid guarantees for the permittees. He believed they could all work together and make this work. He believed they made considerations to take care of the land when they designated the boundaries. He stated his position that, when something is designated wilderness, it is taken totally out of management, but they are also preserving a lifestyle that has been there and taken care of the land for over 100 years so it is good enough to be called wilderness. He stated that they have been willing to look at each other's concerns through this process, and he believed it has changed him for the better. He believed they have reached a compromise that has taken as many interests as possible into consideration.

Chair Carson commented that designating wilderness area is important to a lot of the citizens, not only in Summit County, but also throughout the State and the country. She read a statement regarding a number of reasons why it is important to have wilderness areas.

Bob Taylor stated that he was in awe of what Summit County has done in bringing together such a diverse group of people and reaching out to people in Wyoming to ask for their input. He stated that it renews his community spirit that local people can get together, work hard, and work out their differences to come up with something that is better and collaborative.

Brad Barber stated that he appreciates the opportunity to be part of this, and the conservation community appreciates that opportunity as well. He stated that they have cooperated in good faith and with integrity. He feels good about this, and it will protect some important lands. He believes they will improve the crown jewel in Utah's wilderness, and they have also designated some areas where they will really work on watershed management. He stated that they are committed to make that work collaboratively. He explained that this is a much larger and very complex issue, and he believes this bill as a whole will do a lot for rural Utah and help the economy of rural Utah. He stated that they want to keep livestock grazers on the land, because they are an important part of the solution to take care of the landscape. Council Member Robinson asked Mr. Barber to indicate the roadless areas on the map and asked his opinion of the argument that the Wilderness Act should have done away with the roadless areas. Mr. Barber replied that there is disagreement on that, and a huge amount of legal work has been done that has withstood all the legal tests. Carl Larson explained that there are exceptions in the current roadless regulations that make it possible for the Forest Service to go in and remove some of the fuels. The problem is that they have to go through the Forest Supervisor and Regional Forester, so they have been reluctant to do it because the process is so difficult. He explained that they have talked about that in this legislation and hope it will give Rick Schuller some authority and

direction that Summit County would like to see him be able to go in and do more management on the roadless areas. He requested that some additional maps be made a part of the County's submittal.

Dave Pacheco read some quotes from Wallace Stegner's wilderness letter about the importance of preserving wilderness area.

Mr. Allison explained that there is no doubt that his clients would like to see roadless go away, but the information he handed out this evening is more about their concern that this legislation needs to be solidly written. Even though they have had legislation that released those lands, they still have roadless areas. He stated that there is a law that created roadless, and they believe the law failed. They want things written into this legislation solid so that cannot happen in the future, because someone will try to do something someday to override that. He noted that the watersheds extend over large areas.

Council Member Armstrong asked what will happen if they approve this tonight. Chair Carson replied that it would be sent with a resolution to Congressman Bishop's Office, and he will write the legislation. Council Member Ure explained that they were guaranteed that, philosophically, their bullet points would be included in the legislation as it relates to Summit County. He stated the Congressman Bishop gave him a personal guarantee that, if the legislation does not read as it was sent to him, they have a right to withdraw their vote. Council Member Robinson stated that an act of Congress is a moving target, and what they do here may not be adopted. Council Member Armstrong asked if the County would continue to have a seat at the table and continue to provide input. Chair Carson replied that, once the language in Congressman Bishop's bill is defined, the County will have the opportunity to support it or not, and they could withdraw their proposal. Council Member Armstrong stated that they at least need to have Summit County's voice known.

Chair Carson closed the public input.

**Council Member Robinson made a motion to approve Resolution 2015-11, a resolution to submit a map and legislative language for consideration as part of Congressman Bishop's Public Lands Initiative, deleting the second bullet point under Land Exchange and changing 150 feet to 300 feet from the center line of the road on the last bullet point under Wilderness. The motion was seconded by Council Member Armstrong and passed unanimously, 5 to 0.**

The County Council meeting adjourned at 7:35 p.m.

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*Council Chair*, Kim Carson

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*County Clerk*, Kent Jones



## Summit County Strategic Plan - 2015

### VISION

Summit County is a vital community that is renowned for its natural beauty, quality of life, economic diversity and supporting a healthy, prosperous culturally-diverse citizenry.

### MISSION

Provide excellent, ethical and efficient services that ensure quality of life for present and future generations.

### VALUES

**Regional Collaboration:** Work closely with our federal, state, municipal and community partners producing lasting results for County residents.

**Preservation:** Preserve our land, water, culture and agricultural heritage.

**Responsive:** Take action in a timely manner, meet the needs of citizens.

**Leadership:** Motivate and inspire others to collaboratively achieve goals.

**Operational Effectiveness:** Maximize the efficiency of operations to support service delivery at the right time and place.

### FOUR CORE AREAS:

**A transportation system that connects people to jobs, services and communities, while limiting congestion.**

#### Action Steps:

1. Enhance or build our transportation planning capacity and expertise, in order to lead and represent our County's most important needs.
2. Create a Regional Transportation Plan to better represent our County's needs to state and federal governments.
3. Initiate discussions between regional stake holders to holistically plan our transportation future.

4. Continue participation in Mountain Accord (with exit options in place) to ensure Summit County needs are studied, represented and funded.
5. Maximize available revenue sources to implement our most needed solutions.
6. Investigate mobile transportation application (county-wide, multiple uses) Ride Amigos or something similar; transit messaging.
7. Acquire, seek and build fixed guide way (rail, cable, BRT) systems connecting Kimball Junction, Quinn's Junction, Park City.
8. Create transit hubs and parking areas to reduce car use (KJ & QJ).
9. Initiate transit or other transportation mode options to connect Eastern Summit County and Wasatch County with the Snyderville Basin.
10. Explore and implement corridor capacity improvements to Snyderville Basin Highways.
11. Create a regional transportation entity that would focus on the following areas: reduce trip generation, increase ridership for public transit, timing and sequencing of planned infrastructure improvements and developing funding for implementation.
12. Develop, partner for and implement housing solutions that provide the Summit County workforce an opportunity to live in Summit County.
13. Create measureable short-, mid- and long range transportation plans.
14. Acquire or motivate new ridership for alternative modes of transportation.
15. Develop a plan to service neighborhoods with alternative modes of transportation.
16. Provide incentives and work with employers to encourage employees to take the bus or use alternative forms of transportation.
17. Appoint a Citizen Advisory Group to explore focused but "big" ideas for our most pressing needs.
18. Adopt a revised Snyderville Basin Transportation Plan. (*continued from 2013*)
19. Adopt and Eastern County Transportation plan. (*continued from 2013*)

**Effective Planning and collaboration to manage and guide growth consistent with community needs and values.**

**Action Steps:**

1. Pursue a Regional Planning Group among Wasatch County, Park City and other municipalities to deal with truly regional land use issues.
2. Pursue strategies that emphasize clustering to avoid sprawl i.e. commercial/residential nodes, redevelopment, TDR's, agricultural preservation, conservation easements.
3. Develop neighborhood plans, where appropriate, to reflect neighborhood needs.
4. Adopt updated General Plan and revised development codes for Snyderville Basin and Eastern Summit County. (*continued from 2013*)
5. Master Plan for area east of Hwy 40 and north of I-80. (*continued from 2013*)

## **Environmental stewardship that ensures a positive future for our water, land, and air quality.**

### **Action Steps:**

1. Move forward with “Be Wise, Energize” including revolving loan fund.
2. Take advantage of urgency in Georgetown University Energy Prize (GUEP) competition to focus on renewable energy over next two years.
3. Pursue and consider implementation of the Community Choice Aggregation (CCA) concept specific to Summit County.
4. Continue our relationship with Rocky Mountain Power pursuing grants and renewable initiatives.
5. Lead by example in becoming energy efficient in County facilities.
6. Identify sources and develop strategies/ordinances to achieve better air quality.
7. Continue PM2.5 and ozone monitoring and continue planning to reduce these sources.
8. Adopt an Air Quality and Water Quality Strategy. (*continued from 2013*)
9. Develop a Wood Burning Appliance Ordinance that recognizes a balanced approach in heating with an exception for those that use wood as a sole source of heat. Create an incentivized behavior modification plan to encourage less wood burning.
10. Develop education to disperse in schools, traditional media, website and social media regarding the negative effects of idling and other common behavior that negatively affects our air quality.
11. Pursue media attention in promoting information for better air quality (KPCW Air Quality Report, fun facts, Park Record, PSA’s etc.).
12. Adopt a comprehensive environmental clean-up strategy with emphasis on the Hwy 40 corridor. (*continued from 2013*)

## **Economic diversity to ensure management of growth in each area of the county according to geographical needs and desires, enabling county-wide economic stability.**

### **Action Steps:**

1. Develop land use plans that harmonize with community economic realities; working toward best outcomes that optimize multiple use.
2. Pursue a Fairground/Events facility that is an asset to economic growth for its community.
3. Regular attendance of County Council Members at municipal council meetings and meetings with Mayors to determine what economic growth their communities want.
4. Offer and provide economic development planning assistance to Summit County communities.
5. Develop strategic plan for preserving Summit County history and for actively using our historical perspective in tourism promotion.

## **Statutory Functions**

**Perform statutory functions in a way that provides appropriate services to County citizens and protects the County's interests.**

### **Actions Steps:**

**Properly budget for and perform the services of:**

- **Assessor**
- **Attorney**
- **Auditor**
- **Clerk**
- **Recorder**
- **Sheriff**
- **Treasurer**

**DRAFT**