

Auditor



Michael R. Howard

September 30, 2015

County Council,

Please reconvene as the Board of Equalization on October 7th. Consider approving the Stipulations of Agreements for the 2015 property tax appeals. As you're aware, they need your approval before we can mail them out to the property owners for their agreement or disagreement. The property owner has 10 day to return the stipulation from the mailing date. If they disagree with the appraiser's decision they can call to schedule an informal hearing. If the appellant doesn't return their stipulation, it is presumed they agree with it. Also, if the appellant disagrees with the informal hearing decision, they can appeal to the State Tax Commission.

Thanks for your consideration.

Sincerely,

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

Kathryn C. Rockhill

Clerk of the Board of Equalization

2015 BOE Adjustments

Account #	Serial #	New Market Value	Old Market Value	MV Difference	New Taxable Value	Old Taxable Value	Taxable Difference	Old Tax Estimate	% Difference	Explanation for adjustment
0155212	PE-4-440	\$ 161,761.00	\$ 193,061.00	\$ (31,300.00)	\$ 161,761.00	\$ 193,061.00	\$ (31,300.00)	\$ 1,575.38	-16.21%	To Comparable sales Value
0150593	CD-2193-A	\$ 202,507.00	\$ 202,507.00	\$ -	\$ 123,810.00	\$ 202,507.00	\$ (78,697.00)	\$ 1,791.98	-38.86%	To Primary per Ashley
0059174	TL-1-4	\$ 354,418.00	\$ 354,418.00	\$ -	\$ 194,929.00	\$ 354,418.00	\$ (159,489.00)	\$ 2,916.15	-45.00%	To Primary per Ashley
0299424	RPL-II-69	\$ 847,163.00	\$ 847,163.00	\$ -	\$ 465,939.00	\$ 847,163.00	\$ (381,224.00)	\$ 7,417.76	-45.00%	To Primary per Ashley
0392930	WV-33	\$ 1,365,000.00	\$ 1,440,424.00	\$ (75,424.00)	\$ 750,750.00	\$ 1,440,424.00	\$ (689,674.00)	\$ 14,532.44	-47.88%	To Primary per Ashley
0154199	PE-2-214	\$ 200,016.00	\$ 237,794.00	\$ (37,778.00)	\$ 200,016.00	\$ 237,794.00	\$ (37,778.00)	\$ 1,940.40	-15.89%	To Comparable sales Value
0195408	SLS-171	\$ 780,720.00	\$ 923,622.00	\$ (142,902.00)	\$ 429,396.00	\$ 507,992.00	\$ (78,596.00)	\$ 4,447.98	-15.47%	To Comparable sales Value
0361893	SLVRPT-4	\$ 680,000.00	\$ 680,000.00	\$ -	\$ 374,000.00	\$ 680,000.00	\$ (306,000.00)	\$ 5,766.40	-45.00%	To Primary per Ashley
0188080	CBT-2-AM	\$ 150,000.00	\$ 150,000.00	\$ -	\$ 82,500.00	\$ 150,000.00	\$ (67,500.00)	\$ 1,272.00	-45.00%	To Primary per Ashley
0397780	FPRV-28-B-1	\$ 380,000.00	\$ 380,000.00	\$ -	\$ 209,000.00	\$ 380,000.00	\$ (171,000.00)	\$ 3,126.64	-45.00%	To Primary per Ashley
0163794	WA-18-8-AM	\$ 68,675.00	\$ 68,675.00	\$ -	\$ 68,675.00	\$ 68,675.00	\$ -	\$ 560.39	0.00%	Denied No Change made
0144018	PI-D-25	\$ 37,500.00	\$ 40,000.00	\$ (2,500.00)	\$ 37,500.00	\$ 40,000.00	\$ (2,500.00)	\$ 344.08	-6.25%	To Comparable sales Value
0144000	PI-D-24	\$ 37,500.00	\$ 52,000.00	\$ (14,500.00)	\$ 37,500.00	\$ 52,000.00	\$ (14,500.00)	\$ 447.30	-27.88%	To Comparable sales Value
0143853	PI-D-104	\$ 57,200.00	\$ 57,200.00	\$ -	\$ 57,200.00	\$ 57,200.00	\$ -	\$ 492.03	0.00%	Denied No Change made
0143846	PI-D-103	\$ 54,400.00	\$ 54,400.00	\$ -	\$ 54,400.00	\$ 54,400.00	\$ -	\$ 467.95	0.00%	Denied No Change made
0144026	PI-D-26	\$ 56,000.00	\$ 56,000.00	\$ -	\$ 56,000.00	\$ 56,000.00	\$ -	\$ 481.71	0.00%	Denied No Change made
0021232	PC-441-B	\$ 900,870.00	\$ 900,870.00	\$ -	\$ 495,478.00	\$ 900,870.00	\$ (405,392.00)	\$ 7,639.38	-45.00%	To Primary per Ashley
Totals for 10/7/2015		\$ 6,333,730.00	\$ 6,638,134.00	\$ (304,404.00)	\$ 3,798,854.00	\$ 6,222,504.00	\$ (2,423,650.00)			
Totals for 9/30/2015		\$ 166,714,217.00	\$ 189,723,733.00	\$ (23,009,516.00)	\$ 146,597,053.00	\$ 177,828,967.00	\$ (25,201,914.00)			
Totals for 9/16/2015		\$ 34,412,263.00	\$ 38,848,047.00	\$ (4,435,784.00)	\$ 24,171,304.00	\$ 32,924,908.00	\$ (8,753,604.00)			
Totals for 9/9/2015		\$ 176,779,950.00	\$ 222,839,821.00	\$ (46,059,871.00)	\$ 68,855,918.00	\$ 206,584,917.00	\$ (54,309,843.00)			
Totals for 8/26/2015		\$ 38,269,555.00	\$ 42,006,991.00	\$ (3,737,436.00)	\$ 28,749,294.00	\$ 35,750,043.00	\$ (7,000,749.00)			
Totals for 8/19/2015		\$ 131,164,123.00	\$ 129,173,808.00	\$ 1,990,315.00	\$ 95,356,818.00	\$ 113,606,508.00	\$ (18,249,690.00)			
Running Total		\$ 553,673,838.00	\$ 629,230,534.00	\$ (75,556,696.00)	\$ 367,529,241.00	\$ 572,917,847.00	\$ (115,939,450.00)			

The Market value decrease for 2015 is (\$ 75,556,696) As of 10/07/2015

The Taxable Value decrease for 2015 is (\$115,939,450) As of 10/07/2015



MEMORANDUM

Date: October 2, 2015

To: Summit County Council

From: Caroline Ferris, Regional Transportation Planning Director

Re: Update on Regional Transportation Planning Efforts

This memorandum follows up and expands on previous memorandums sent regarding transportation in the Snyderville Basin. Previous memorandums to the Council provided an update on the programs staff were working to implement, with a specific focus on projects within the Snyderville Basin, especially as related to traffic congestion.

Going forward, transportation updates to Council will be provided with a regional perspective, emphasizing the relationship between Summit County and its transportation partners. We will also emphasize the leadership role Summit County is taking in advancing projects that support our strategic transportation objectives and interests.

Summit County Long Range Transportation Plan (LRTP)

The Long Range Transportation Plan (LRTP) guides investment in Summit County's transportation system for the next 25 years (2015-2040). It defines an overarching vision of the region's future transportation, establishes goals and objectives that will lead to achieving that vision, and allocates projected revenue to transportation programs and projects consistent with the those goals.

Our current LRTP effort is in response to and expands on the report prepared by Fehr and Peers in January 2015. Work on the LRTP has begun in-house and will be conducted with the assistance of Park City and the Wasatch Front Regional Council. Draft chapters will be released to the Council as available, with a draft plan to be presented in September/October of 2016. A large component of the LRTP will involve public involvement, outreach, and education. The LRTP will also provide a detailed analysis of whether a transportation sales tax option and other funding mechanisms are appropriate in Summit County to implement the plan over that 25 year period.

Please see **Attachment A**.

Mountain Accord: I-80/Parley's Corridor Study

I, in conjunction with Alfred Knotts (Park City), have begun work on a draft scope for the I-80/Parley's Corridor study. A meeting of project stakeholders is scheduled for Friday, October 23 at which time we will refine the project scope with input from our partners. Our initial estimate of project cost is approximately \$400,000. Our objective is to get the scope blessed by the Executive Committee as soon as possible, so that funding can be authorized to support the procurement of a firm to conduct the study.



A draft project agreement has been circulated to project parties, including Summit County (Tom Fisher), Salt Lake City, Salt Lake County, Utah Transit Authority (UTA), Utah Department of Transportation (UDOT), Park City Municipal Corporation, and the Wasatch Front Regional Council (WFRC). The purpose of the Agreement is to identify and assign responsibilities for the contract procurement, contract administration and management, commitment of funding, project scoping, public outreach and involvement, preliminary engineering, technical engineering studies, preliminary environmental resource inventory and preparation of special studies, data management, mapping, travel modeling, and right-of-way needs assessment for the Project. Once executed, procurement of a consultant team for the corridor analysis can begin.

Although we envision the above-mentioned parties providing project oversight and guidance through a team approach, Summit County will be taking the lead role in administration and day-to-day project management of the I-80/Parley's study. We'll also be the issuing entity for the RFP.

Park City Transportation Planning Efforts Underway

Update from Alfred Knotts (Park City):

- Short Range Transit Development Plan
- BoPa/LoPa Transportation and Parking Siting Study
- Transportation Demand Management Plan
- State Route 248 Corridor Plan Update
- Old Town Parking Management Plan

Canyons Transportation Plan

County staff met with a representative of the Canyons RVMA in mid-September to reiterate the County's concerns with the draft Canyons SPA Transportation Master Plan, dated April 10, 2015. County staff discussed the Plan deficiencies previously identified and expressed a desire to work proactively with the RVMA and their consultant to develop a more proactive approach to transportation mitigation. We also outlined additional concerns, including the lack of a fully developed plan to mitigate the impacts of day skiers and scarcity of any form of operating plans for transportation strategies listed.

We will continue to meet with the RVMA assist their consultant in completing a Plan in a form that the County can be comfortable with. There is a goal to have a "final" draft back to us by mid-October.

Creation of a Transportation Citizen Advisory Committee

After consultation with the County Manager, Park City Manager, and county and city staff, it was concluded that the best approach to establishment of a citizens' advisory committee (CAC) was to create a temporary, purpose-driven committee to examine specific issues one at a time. In this case, the CAC will focus on remote parking strategies and solutions.



Tom Fisher, the County Manager, sent a formal invitation to Mayor Jack Thomas and all members of the Park City Council, encouraging them to co-sponsor this effort. The CAC will be jointly administered by Alfred Knotts (Park City) and myself, and membership will be open to residents of Summit County via an application process, published on City and County web pages and via social media outlets. All potential CAC members will be required to sign a letter of commitment.

I will be working with our County Attorney to draft the appropriate authorizing resolution for the CAC.

Please see **Attachment B**.

Creation of the Greater Park City Transportation Management Association (TMA)

The TMA handbook defines TMAs as “...public/private partnerships formed so that employers, developers, building owners, and government entities can work collectively to establish policies, programs and services to address local transportation problems. TMAs realize their potential in addressing traffic congestion, air quality, and occasionally, employment issues through TDM strategies. TMAs are established within a limited geographical area to address the transportation management needs of their members. TMAs are expected to obtain private sector financing in addition to public funding.”

On September 30, 2015, an invitation to join the Greater Park City Area Transportation Management Association (GPCTMA) was sent to local business owners and representatives, with an email CC sent to County Council members. Alfred Knotts (Park City) and I will jointly administer the TMA until such time as a solid governance structure can be established.

The first meeting of the GPCTMA is tentatively scheduled for Friday, October 23 in Park City. At that time, Alfred and I will provide potential TMA members with an overview of the TMA structure, responsibilities, and commitment required.

Please see **Attachment C**.

Federal Transit Grant Applications

County staff is preparing to apply for federal transit funds, over and above those that the City applies for on its behalf. Staff is working with UDOT to develop a detailed plan of action and a timeframe for receipt of funds. The first step in this process is developing a Summit County Coordinated Public Transit-Human Services Transportation Plan and submitting a Title VI Program to the Council for adoption. Work on these items will initiate before December 2015.

Greater Park City Alternative Transportation Marketing Campaign

County and City staff have been working with Penna Powers to refine the scope of work. In the mean time, Penna Powers has been given the authorization to begin scoping and research.



Kimball Junction Transit Center

County staff recently met with the architect, CRSA, and their consultant team to review the 60 percent design set. Detailed comments were provided to the Architect. An updated set of drawings is due to the County today, October 2, 2015.

The date to release the RFP for transit center construction is still being evaluated and will depend largely on final design completion, Subdivision Plat Amendment, and issuance of a Building Permit.

Kimball Junction Wayfinding Study

Council was provided a copy of LandWorks initial findings as part of their July 9 2015 staff report. A final report was due to be completed by September 1, but has not yet been submitted. LandWorks has assured County staff that the final report will be submitted shortly.

Snyderville Basin Development Code

The Snyderville Basin General Plan update was adopted by Council on June 17, 2015 and planning staff has begun a program to revise the Development Code. As previously reported, part of the program to revise the Code includes an examination of incentives and requirements that encourage aggressive transportation policies.

Snyderville Basin Recreation District Transportation Trails

Basin Recreation and greater Park City area paved trail system offers commuters and recreationists connectivity throughout the Snyderville Basin. It is now possible to be on a paved trail from Deer Valley all the way to Summit Park.

- Completed, 2015: Millennium Trail through open space and along Cooper Lane
- Scheduled, 2016: Millennium Trail through Park City Community Church from Bear Hollow Drive to Sun Peak Drive; New trail along the east side of HWY 224 from Silver Springs Drive to Kimball Junction.

Attachment A

Summit County Long Range Transportation Plan 2015-2040 Draft Outline

1. Executive Summary
2. Introduction
3. Vision, Goals, and Policies (economic, transportation, development, sustainability)
 - a. Natural Environment
 - b. Land Use
 - c. Economic Vitality
 - d. Regional Multi-modal Mobility
 - e. Human Health and Safety
 - f. Quality of Life
 - g. Sustainability
 - i. Low Impact Development
 - ii. Complete “Green” Streets
 - iii. Walkability and Open Space and Trails
 - iv. Air Quality
 - v. Water Quality
 - vi. Energy
 - h. Movement of Goods and Services/Freight
4. Existing Plans, Documents, and Context
 - a. City General Plan
 - i. Land Management Code
 - ii. Master Plans
 - iii. Trails Master Plan
 - b. County General Plan
 - i. Snyderville Basin Development Code
 - ii. Eastern Summit County Development Code
 - iii. Trails Plan
 - iv.
 - v.
 - c. Corridor Plans
 - i. SR 224
 - ii. SR 248
 - iii. I-80 Corridor Plan - TBD
 - d. Canyons Transportation Master Plan
 - e. UDOT LRTP – “Keep Utah Moving”
 - f. Federal Transportation Bill
 - g. Envision Utah - TBD
 - h. Mountain Accord -
 - i. Economic Impact Study - TBD
 - ii.
 - i. Carrying Capacity Study
 - j. Environmental Sustainability Strategic Plans
 - i. County Environmental Sustainability Strategic Plans
 - ii. City Environmental Sustainability Strategic Plans

- iii. Community Carbon Footprint
 - 1. Summit County
 - 2. Park City
- 5. Existing Conditions, Regional Trends and Performance Measures
 - a. Natural Environment
 - b. Land Use and Connectivity
 - c. Population, Demographics, and Housing
 - d. Economy
 - i. Skier visit data
 - e. Transportation Mode Split and Travel Patterns
 - f. 2040 Land Use Assumptions and Build-Out
 - g. 2015 – 2040 Travel demand modeling and Vehicle Miles Traveled
- 6. Art in Transit
 - a. Importance to our culture
 - b. Sense of place
 - c. Current efforts
- 7. Existing and Planned Transportation System
 - a. Right of Way and Corridor Preservation
 - b. Highways, Streets, and Roads
 - c. Bicycle and Pedestrian Facilities
 - d. Landscaping, Open Space, and Trails
 - e. Water Quality, Drainage, Utilities
 - f. Intelligent Transportation Systems
 - g. Transit Services
 - h. Transit Projects and Facilities
 - i. Aerial Technology
 - j. Aviation and Airport Access
 - k. Inter-regional Transit and Park and Ride Connections
 - l. Movement of Goods and Services/Freight
 - m. Safety
 - n. Social Service Transportation and Equity in Access
- 8. Funding and Implementation Strategy
 - a. Existing Funding/Revenue Sources (Capital and Operating)
 - i. Federal
 - ii. State
 - iii. Private
 - iv. Local
 - v. Other
 - b. Potential Funding/Revenue Sources (Capital and Operating)
 - i. Federal
 - ii. State
 - iii. Private
 - iv. Local
 - v. Other

- c. Tier 1 Implementation Strategy – Fiscally Constrained
 - i. Regionally Significant Projects
 - d. Tier 2 “Vision Plan” – Fiscally Unconstrained
 - i. Public/Private Partnerships
 - ii. Including the Disney model of resort transportation management and its applicability in Summit Co.
 - iii. Mag-Lev / Personal Rapid Transit
9. Transportation System Management
- a. Greater Park City Transportation Management Association
 - b. Intelligent Transportation Systems
 - c. Parking Management
 - d. Transportation Demand Management Programs
 - i. Rideshare and Vanpools
 - ii. Employer Trip Reduction Program
 - iii. Bike share and E-Bikes
 - iv. HOV and HOT Lanes
 - v. Alternative Transportation Marketing Program
 - e. Transportation Security
10. Public Participation and Engagement

Potential data sources:

Mountainlands Association of Governments
Wasatch Front Regional Council
US DOT
Governors Office of Management and Budget
PC Chamber/Visitors Bureau
Ski Utah
Utah Department of Workforce Services
Census/LEHD

Other concurrent documents:

Public Involvement Plan (PIP) – Summit Co.
Marketing Plan – Summit Co.
Project Advisory Committee? – Summit Co.
State Transportation Improvement Plan (STIP) - UDOT

COUNTY MANAGER



TOM FISHER

September 23, 2015

The Honorable Jack Thomas, Mayor
City Council of Park City
445 Marsac Avenue, P.O. Box 1480
Park City, Utah 84060

Re: Establishment of a Blue Ribbon Citizens Advisory Committee

Dear Mayor Thomas and City Council Members:

In an effort to address the ongoing parking issues experienced by visitors, residents, and employees in the greater Park City area, Summit County would like to establish a blue ribbon citizen advisory committee (CAC) comprised of City and County residents. The proposed CAC will be charged with identifying innovative strategies to alleviate current and future remote parking pressures within the greater Park City area. The results of this effort could be captured in a soon to be initiated regional transportation plan for Summit County. Park City and County staff have collaborated to outline the specific mission of the CAC, as follows:

The Blue Ribbon Citizens' Advisory Committee (CAC) is a volunteer advisory group to Summit County and Park City as they prepare a long-term regional transportation plan. As a volunteer advisory group, the members of the CAC make recommendations based upon members' expertise and experience, together with community input and engagement. The intent of the CAC is to advise the City and County on the development and implementation of sound, feasible, and cost effective community-wide remote parking solutions through constructive community engagement. The CAC does not set regulations or policy and does not have independent duties or authority to take actions or make any recommendations that will bind the City or County.

The CAC would be made up of City and County citizen volunteers, chosen under a selection process to be outlined by City and County staff. Members of the CAC will be asked to execute a formal commitment form, dedicating members to attend scheduled meetings and provide meaningful input to the advisory process. Caroline Ferris, Summit County's Regional Transportation Planning Director, is the proposed committee administrator and would be responsible for convening meetings, compiling meeting minutes, and reporting on general committee progress. Alfred Knotts, the City's Transportation Planning Manager, will work in

60 North Main P.O. Box 128 Coalville, UT 84017
Office (435) 336-3110 Mobile (970) 640-1757 • tfisher@summitcounty.org

concert with Ms. Ferris. General committee oversight will also be provided by the elected officials governing the regional transportation plan process (to be established).

I view the City and County as strategic, sponsoring partners of this committee. I invite each Council to pass a resolution to officially authorize the CAC as a joint effort between Park City and Summit County. I believe support from both parties is essential to the overall success of the CAC and hope that we will join in establishing this committee.

Please let me know if you have any suggestions, comments or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas C. Fisher". The signature is written in a cursive, flowing style with a large initial "T" and "F".

Thomas C. Fisher

c: Kim Carson, County Council Chair



September 29, 2015

Sent Via Email

Subject: Invitation to Participate in the “Greater Park City Transportation Management Association”

Dear Regional Stakeholder:

As many in the community are aware, Park City Municipal Corporation and Summit County have embarked on several planning and programmatic efforts intended to address existing and potential future deficiencies in our local and regional transportation system. One area of emphasis is related to the maximization of the transportation system through better transportation demand management (TDM). TDM efforts focus on practices, strategies, policies, and programs with the goal of improving traffic congestion and multi-modal mobility by improving the efficiency and effectiveness of the existing transportation system and associated modes. It should be noted that TDM is identified as a key strategy in many existing planning documents commissioned and adopted by Park City and Summit County including the 2011 Park City Traffic and Transportation Master Plan and the Snyderville Basin Long Range Transportation Plan, respectively.

To be effective and successful in developing and implementing TDM measures many communities have established local Transportation Management Associations (TMAs). TMAs serve as a public and private partnership that fosters communication and pooling of resources with the goal of addressing the community’s transportation issues and needs at local grassroots level. As such, Park City and Summit County are inviting you and your organization to be a founding partner of the “**Greater Park City Transportation Management Association**” (GPCTMA). It is envisioned that the GPCTMA will meet once a month (with a formal agenda) to serve as a forum for **upper management** of public and private sector entities to focus on our area’s most pressing transportation issues. These include, but are not limited to, **TDM programs, congestion, parking, peak holiday/weekend traffic, event traffic management, coordination of private and public transportation services, transit marketing, construction traffic management, and public safety**. There is no financial contribution required at this time, only your time and commitment to making this effort a long-term success.

We have tentatively scheduled the first meeting of the GPCTMA for **1:30 – 3:30 on October 23, 2015** which will serve as a kick-off meeting and orientation. Additional information on the meeting will be sent out in the coming weeks. If you should have any additional questions, comments, and/or require additional information, please do not hesitate to contact Alfred Knotts at (435) 615-5360 or via email at alfred.knotts@parkcity.org or Caroline Ferris at (435) 336-3113 or via email at cferris@summitcounty.org.

Thank you in advance for participating in this effort and assisting in the long-term sustainability of our region’s quality of life, economy, and unique natural and man-made environment.

Sincerely,

A handwritten signature in black ink, appearing to read "Alfred Knotts".

Alfred Knotts

Sincerely,

A handwritten signature in black ink, appearing to read "Caroline Ferris".

Caroline Ferris

Transportation Planning Manager
Distribution List:

Regional Transportation Planning Director

Alison Butz, HPCA/Prospector	Blake Fonnesbeck, PCMC	Bob Wheaton, Deer Valley	Steve Issowits, Deer Valley	Ginger Ries, PCRA	Bill Malone, PC Chamber	Bob Kollar, PC Chamber
Hugh Daniels, PCMC	Wade Carpenter, PCMC	Jason Glidden, PCMC	Amy Roberts, IHC	Leah Kolb, Newpark	Charlie Sturgis, MNT Trails	Todd Hauber, PCSD
Ember Conley, EdD, PCSD	Justin Martinez, Summit County	Kerry Doane, UTA	Candice Wilson, Tanger Outlets	Chris Crowley, Summit County	Jeff Jones, Summit County	Heinrich Deters, PCMC
Jamie Mackey, P.E., UDOT	Patrick Cowley, P.E., UDOT	John Stevenson, Sundance	Rena Jordan, Basin Rec.	Kristin K. Williams, Vail Resorts	Davis Schoenfeld, Sundance	Brian Madacsi, Canyons RVMA
Bill Rock, Vail Resorts	Jenna Prescott, Vail Resorts	Karli Geddes, Skullcandy				

Attachments: Attachment A – “Transportation Management Association Resources and Background Information”

ec:

Diane Foster, City Manager
Jack Thomas, PCMC Mayor
Cindy Matsumoto, City Council
Liza Simpson, City Council
Tim Henney, City Council
Andy Beerman, City Council
Brooks Robinson, PCMC
Dick Peek, City Council
Tom Fisher, County Manager
Kim Carson, County Council
Roger Armstrong, County Council
Claudia McMullin, County Council
Chris Robinson, County Council
Dave Ure, County Council

National Center for Transit Research:

http://www.nctr.usf.edu/clearinghouse/pdf/tma_handbook_final.pdf

Victoria Transport Policy Institute:

<http://www.vtpi.org/tdm/tdm44.htm>

Texas A&M University TMA Technical Summary:

<http://mobility.tamu.edu/mip/strategies-pdfs/travel-options/technical-summary/Transportation-Management-Associations-4-Pg.pdf>

Green Parking Council TMA Research:

<http://www.greenparkingcouncil.org/webinar/transportation-management-associations-collaborating-for-efficiency-and-rationality/>

STAFF REPORT

COUNTY COUNCIL MEETING DATE: October 7, 2015



TO: Summit County Council
FROM: Lisa Yoder – Sustainability Coordinator
DATE: October 2, 2015
SUBJECT: **Be Wise, Energize** Residential Energy Efficiency Loan Program

The County Council asked staff to deliver the Be Wise, Energize Residential Energy Efficiency Loan Program as a self-sufficient program offering sub-market rate loans for weatherization improvements. Our RFP/RFQ process revealed that the cost to administer the loan program would prohibit it from being self-sufficient at sub-market interest rates. To support Council's goals to reduce greenhouse gas emissions and encourage residential energy efficiency, ***Staff is recommending that County move forward with a public education campaign promoting the importance and benefits of residential energy efficiency.***

BACKGROUND

In October 2014 the staff presented **Be Wise, Energize**, a countywide program to reduce greenhouse gas emissions by improving residential energy efficiency and increasing the use of renewable energy. After discussion with Council, the renewable energy component of the program was dropped in order to focus on reducing residential energy consumption.

Modeled after the Weatherization Assistance Program (WAP) administered in Summit County by the Housing Authority of Utah County, the program was designed to remove barriers to participation and drive demand for energy efficiency. **Be Wise, Energize** would simplify a complicated process by providing a one-stop approach to energy efficiency upgrades (weatherization) and offer low-interest loans to help credit-worthy borrowers pay for the upgrades.

A Qualified Energy Conservation Bond allocation was obtained to fund **Be Wise, Energize** (program administration, loans and loan servicing, and loan loss reserve). A Community Development Area (CDA) Project Plan and a CDA Budget were developed and presented at a public hearing on July 1, 2015 as required by law to allow the County to issue the bond and implement the program countywide.

To determine actual program costs, refine the CDA budget, and secure partners to deliver the program, staff conducted a Request for Proposal process followed by a Request for Qualifications process. The results from both those requests revealed that the cost to deliver the program would result in a higher than market interest rate to program participants. (*Refer to staff report from Matt Jensen dated October 2, 2015*).

Meanwhile, staff has been working with Summit Community Power Works (SCPW) to reduce residential energy consumption and win the \$5 million Georgetown University Energy Prize competition. **Be Wise, Energize** is one of four key initiatives outlined in the two-year SCPW Energy Plan submitted to Georgetown University. SCPW has secured \$50,000 to fund its public relations and marketing campaign. The campaign will engage county residents broadly, and provide specific, measurable actions to reduce energy usage including weatherizing homes under the slogan of “Be Wise, Energize.”

CONCLUSION

Despite multiple attempts to make this happen, a county-backed residential energy efficiency loan program cannot be delivered at or below market interest rate as intended. Consequently, the Qualified Energy Conservation Bond allocation should be relinquished.

The goals to achieve greenhouse gas emissions reduction through implementation of a countywide residential energy efficiency program and increased use of renewable energy remain high priorities for Summit County. The intended benefits and expected outcomes of the originally proposed **Be Wise, Energize** Program align with Summit Community Power Work’s goal to reduce residential energy usage.

RECOMMENDATION

Shift the project from a county-backed residential energy efficiency loan program to a public education and outreach campaign titled “**Be Wise, Energize**” (to encourage weatherization of homes) in partnership with Summit Community Power Works.

Redirect efforts and remaining resources to support SCPW in its bid for the \$5 million Georgetown University Energy Prize competition and to enhance their budget for promoting energy efficiency countywide.

Begin immediately to identify and create mechanisms that connect residents with weatherization services offered by the private sector and build those mechanism into the SCPW public relations and marketing campaign.

STAFF REPORT

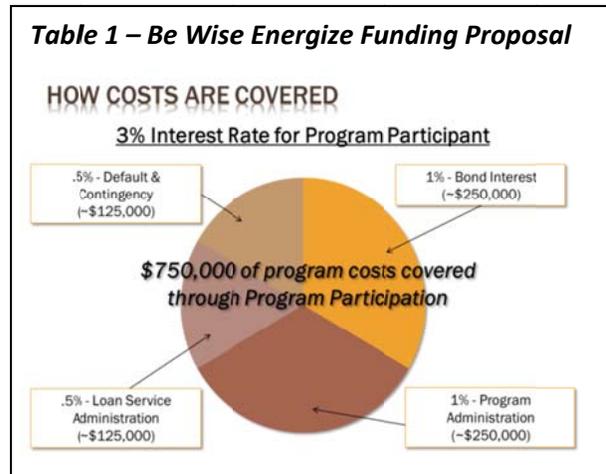
TO: Tom Fisher – County Manager
FROM: Matt Jensen – Purchasing Agent
DATE: October 2, 2015
SUBJECT: Be Wise, Energize RFQ Results



In an attempt to develop workable solutions to the Be Wise, Energize program, an RFQ was issued to build on what a previous RFP process had attempted. The goal was to secure strategic partners to develop a self-sustainable program offer below market rate financing for weatherization initiatives with the backing of a \$4.3 million dollar QECC bond. The results of the original RFP did not match the initial assumptions of the program (as shown in Table 1) and the RFQ looked to acquire a strategic partnership to help right-size the design of the program to County goals. *This staff report provides the results of the RFQ review and the committee’s recommendation for the program.*

REVIEW COMMITTEE AND RESPONSES

The review committee was comprised of County employees from various departments. Members included Lisa Yoder (Sustainability), Jeffrey Jones (Economic Development), Matt Leavitt (Finance Officer), and Julie Booth (Community and Public Affairs). Each member was involved in the previous RFP review and provided a variety of viewpoints for consideration.



Responses to the RFQ ended up being identical to the original RFP outside of one Loan Service Provider withdrawing from the process. The County’s efforts were unsuccessful in engaging non-profit organizations to participate in the RFQ; the original intent of the program was to have such group’s involved in hopes of reducing administration and loan service costs. The three respondents for Program Administrator were Greenify, Nexant, and ClearResult. The lone respondent for Loan Service Provider was Utah Community Bank which was partnering with Greenify. In the initial review of the RFQ, the committee determined Greenify and Nexant be extended interviews with the goal of having a complete option presented to the County. All staff reports and analysis available to the County was forwarded to these two firms who were challenged to prepare a complete package option that included financing. The following is a summary of these presentations made on August 31, 2015:

Nexant - This firm provided a very detailed approach to the overall program with specific marketing support options. They also provided financing options through Western Energy Conservation Corporation. They proposed a program design approach before launch the program. Over a ten-week period, Nexant and its partners would vet out the options available to the County and help ascertain public interest in order to craft a viable program that meets the goals and

interests of the County and the public. This program design would cost between \$30,000 and \$50,000. When pressed for specifics on financing, Nexant admitted that the projected 3% level was unrealistic to cover all the needs of the program: marketing, administration, loan servicing and other aspects. They reported a rate would be set at the end of the program design period but that it would likely be somewhere between 4% and 6%.

Greenify - This respondent concentrated on financing options available through Utah Community Bank who proposed a 2.55% loan service charge. UCB demonstrated a straightforward and efficient web interface that impressed the committee. Greenify held to the projections they included in the RFP which would require over \$900,000 over the three years. This would easily place the interest rate higher than 6% without direct County subsidization. It was discovered that Greenify's current financing packet (not through UCB) provides homeowners financing at 3.99% with a \$50 audit expense. The committee asked what would change if the County were to forego the QECC bond and instead cover a marketing/publicity effort on weatherization while designating Greenify's current financing as a 'preferred option'. Greenify was very interested in such arrangement while it would preclude UCB from participation as they were not the current financing body for Greenify.

OPTIONS TO CONSIDER

At this point, the committee requests additional direction in order to proceed. The committee presents three options for your consideration:

Option 1 – Do Nothing.

The original projected parameters for the program have not held up after two RFP/RFQ attempts. If the County's determination for this program is based on initial projections, then it is prudent to pull out of the current QECC bond process and await future development of options before proceeding.

Option 2 – Endorse Resident Involvement in Be Wise, Energize under a Private Industry model.

This option would turn the efforts of weatherization over to the private sector and have the County concentrate solely on marketing and educating the public about the potential efficiency gains available, similar to the Summit County Solar program. Greenify's low financing option illustrates that the private industry model can provide a competitive financing program for residents interested in weatherization efforts. Endorsing a specific contractor poses legal and financial liability issues for the County though. As an alternate, the County could work with Summit County Power Works to provide a marketing push to educate residents about different programs that are available through utility companies and other venues. The budget impact on the County would be limited to the marketing efforts determined and would be funded from monies in the Sustainability Budget that was slated for administration of the Be Wise, Energize Program.

Option 3 – Proceed with Nexant's program design effort and continue with QECC bond plans.

This option would most meet the original structure of the program. While interest rates would be higher, the program could have a strong foundation in marketing, administration and loan servicing. The program design effort would help determine true interest and allow right-sizing the program to meet

specific targets based on that determination. It would require up to \$50,000 for the design stage and spending an additional \$2,000 to extend the QECB bond consideration for another three months along with the long term liability of the bond.

RECOMMENDATION

The committee's conclusion is that the original goals and assumptions outlined for this program cannot be met. Weatherization can be an important step towards reducing our carbon footprint in Summit County and that the private sector is responding to those needs. Based on the initial goals of this program and the subsequent results of the RFP and RFQ process, the committee does not recommend proceeding with the QECB bond. **It is recommend that the County proceed with the second option and prioritize public education and outreach activities coordinated through Summit County Power Works.**



Staff Report

To: Summit County Council

From: Jeffrey B. Jones, AICP, Economic Development Director

Re: Post report on Summit County's participation in the Park City CITYTOUR 2015

Date: October 2, 2015

OVERVIEW/BACKGROUND

Approximately 74 people traveled from Park City to Colorado as part of Park City's CITYTOUR 2015. Led by [Myles Rademan](#), the CITYTOUR delegation met with represents of government, business/tourism, and non-profit leaders to discuss and share information about ways to improve the County's communities and neighborhoods. Topics of discussion included the following areas of focus:

- Transportation Planning
- Transit Services
- Parking
- Affordable/Workforce Housing
- Affordable/Workforce Childcare
- Open Space/Recreation
- Downtown Redevelopment
- Public Art
- Building Scale/Mass
- Main Street (Mix of Industries)
- Historic Preservation
- Vail Resorts
- Public/Private Partnerships
- Infrastructure Programming/Revenue Generation
- Governance

SUMMIT COUNTY DELEGATION PARTICIPANTS

Council Members

Roger Armstrong
David Ure
Chris Robinson

Summit County Staff

Tom Fisher, County Manager
Caroline Ferris, Transportation Planning Director
Jeff Jones, Economic Development Director

ITINERARY OVERVIEW

Dates	Places
September 9, 2015	Town of Breckenridge, CO
September 10, 2015	Town of Breckenridge, CO
September 11, 2015	Town of Breckenridge, CO
September 11, 2015	Pitkin County (Aspen), CO
September 11, 2015	Town of Snowmass Village, CO
September 12, 2015	Eagle County, CO
September 12, 2015	Grand Junction, CO
September 13, 2015	Colorado National Monument

MEDIA COVERAGE

Summit Daily, Summit County, CO

<http://www.summitdaily.com/news/18191846-113/summit-county-utah-meets-summit-county-colorado>

KPCW

Park City, UT

<http://kpcw.org/post/road-trip-impressions>

Park Record

Park City, UT

http://www.parkrecord.com/park_city-news/ci_28778021/city-hall-led-tour-heads-vail-resorts-country

IMPRESSIONS & INSIGHTS (to be presented at the Council Meeting)

Reports from:

- Myles Rademan
- Caroline Ferris
- Jeff Jones
- Tom Fisher
- Dave Ure
- Roger Armstrong
- Chris Robinson



MEMORANDUM:

Date: October 5, 2015

To: Council Members

From: Annette Singleton

Re: Interlocal Program and Funding Agreement, Mountain Accord Phase II

During Council's meeting on April 22, 2015, the Interlocal Program and Funding Agreement for Mountain Accord Phase II was discussed and approved.

The Agreement has now been updated as of October 1, 2015, and the parties are being asked to execute the updated version by October 12. The revisions include such things as 1) adding Wasatch Front Regional Council as a party to the Agreement; 2) extending the expiration of the contracts for the Program Facilitator and the Environmental Technical Consultant to 12/31/15, if needed; and 3) Wasatch Front Regional Council will be responsible for administration of the Program Director contract.

Attached is the clean version of the Agreement for your consideration, and the redline version showing the changes made from the version Council adopted on April 22, 2015.

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 Front Regional Council (“WFRC”). 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 and Summit County 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, WFRC is the metropolitan planning organization responsible for transportation planning for the Ogden-Layton and Salt Lake-West Valley City Metropolitan Areas;

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”).

WHEREAS, the Parties signed the Mountain Accord agreement (“the Accord”) on August 3, 2015, which identifies a suite of actions that are recommended to be implemented to ensure that future generations can enjoy all the activities we do today, while preserving our watershed and natural environment; and

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. During Phase I, the Parties to the Phase I Agreement (i) contributed to the Program and deposited funds into a segregated holding account managed by UTA, and (ii) engaged a Mountain Accord Program Facilitator (“Program Facilitator”) and a consultant to provide environmental professional services (“Environmental Technical Consultant”). UTA will retain in the 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 8. Contracts for the Program Facilitator and the Environmental Technical Consultant established under the Phase I Agreement will expire on September 30, 2015. These contracts may be extended through December 31, 2015 if agreed to by the Parties, to complete activities included in the scope of work for those Phase I contracts. At such time as those contracts expire, they will not be renewed for Phase II activities.
- C. The Parties anticipate that this phase of the Program (“Phase II”) will be up to a three year process that (i) will prioritize the recommendations identified in the Accord; and (ii) will implement various components of the Accord, 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 Accord, 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. The Executive Board may update the Program Charter as needed. 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 HeightsMayor Kelvyn H. Cullimore, Jr.
- Draper City.....Mayor Troy Walker
- MWDSLSMichael L. Wilson, MWDSLS General Manager
- Park CityCouncil Member Andy Beerman
- Sandy.....Mayor Tom Dolan
- Salt Lake CityMayor Ralph Becker
- Salt Lake County.....Mayor Ben McAdams
- Summit CountyCouncil Member Christopher Robinson
- UDOTNathan Lee, Region 2 Director
- UTAMichael Allegra, Special Advisor to the UTA Board of Trustees
- WFRCAndrew Gruber, Executive Director

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 consultants hired for the Program, make recommendations to the Executive Board for

formal decisions and conflict resolutions as necessary, and give direction 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 with UTA, David Whittekiend with the US Forest Service, Andrew Gruber with WFRC, 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. **PROGRAM DIRECTOR:** The Parties agree to engage a Program Director to coordinate and manage numerous Program elements for a diverse group of committees and stakeholders, including federal, state, and local governments, non-governmental organizations, and private interests. The Program Director shall be responsible for the day to day management of the Program, and will report to the Executive Board. The Management Team shall prepare and finalize a Scope of Work for the Program Director, which shall be approved by the Executive Board. Among other responsibilities, the Program Director will maintain the Program Charter, as directed by the Executive Board. The Program Director shall be selected in accordance with Paragraph 10. The Program Director shall work under contract with WFRC. Invoicing and payment of the Program Director will be handled as described in paragraph 11.

5. **TECHNICAL CONSULTANTS.** The Parties agree to engage technical consultants as needed to implement various components of the Accord as prioritized by the Executive Board, to be paid for through the funds deposited by the Parties in the holding account. These technical consultants shall work under contract as described in Paragraph 9. The Management team or their designees shall prepare and finalize a Scope of Work for these technical consultants, which will be approved by the Executive Board. The technical consultant shall be selected in accordance with Paragraph 10.

6. **TERM.** The term of this Agreement shall be up to three (3) years, unless otherwise agreed by the Parties in accordance with Paragraph 13. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.

7. **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
 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 December 31, 2015; one-third of each Party’s contribution will be due and payable on or before December 31, 2016, and one-third of each Party’s contribution will be due and payable on or before December 31, 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 8 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 was received on May 6, 2015 through a grant agreement between GOED and UTA and was deposited in the Phase I holding account managed by UTA.

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.

8. **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 Director 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.

9. **CONTRACTOR ADMINISTRATION.** WFRC shall be responsible for administration of the Program Director contract established under this 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.

10. **CONTRACTOR SELECTION.** The Management Team, or their designated representative, shall prepare scopes of work for any new Program consultant contracts funded pursuant to this Agreement, 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.
11. **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 each Party's designated representatives for review and approval. 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 8.
12. **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 Director may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Director. 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.
13. **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.

14. RECORDS. Each party shall maintain its records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, in accordance with the Utah Government Records Access and Management Act and applicable Federal law. Records created by or through the work of the Program consultants shall be maintained by such consultants in accordance with their respective Scopes of Work.
15. 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.
16. 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*.

17. 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.

18. 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

Michael Allegra, Special Advisor to
the Board of Trustees
Utah Transit Authority
669 West 200 South
Salt Lake City, UT 84101
Email: 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

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

Laura Briefer
Salt Lake City Department of
Public Utilities
1530 South West Temple
Salt Lake City, UT 84115
Email: 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

Copy to:

c/o Wm. Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84111
Telephone: (801) 530-7300
Facsimile: (801) 364-9127
Email: 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

PARK CITY

Council Member Andy Beerman

Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: 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

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

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

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

SUMMIT COUNTY

Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, Utah 84098
Email:
cfrobinson@summitcounty.org

Copy to:

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

MWDSLS

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

DRAPER CITY

Mayor Troy Walker
Draper City
1020 East Pioneer Road
Draper, UT 84020
Email: Troy.Walker@draper.ut.us

Copy to:

Rachelle Conner
Draper City
1020 East Pioneer Road
Draper, UT 84020
Email:
Rachelle.Conner@draper.ut.us

WFRC

Andrew Gruber, Executive Director
Wasatch Front Regional Council
295 North Jimmy Doolittle Road

Salt Lake City, UT 84116
Email: agruber@wfrc.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.

19. 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.

20. 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.

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

22. 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

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

Jerry Benson, Interim 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 Front Regional Council agrees to provide contract management support for the Program Director contract.

Signed this ___ day of _____, 2015.

WASATCH FRONT REGIONAL COUNCIL

Andrew Gruber, Executive Director

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:

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”)~~ Front Regional Council (“WFRC”). 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, and 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, WFRC is the metropolitan planning organization responsible for transportation planning for the Ogden-Layton and Salt Lake-West Valley City Metropolitan Areas;

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 signed the Mountain Accord agreement (“the Accord”) on August 3, 2015, which identifies a suite of actions that are recommended to be implemented to ensure that future generations can enjoy all the activities we do today, while preserving our watershed and natural environment; and

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~~Parties to the Phase I Agreement (i) contributed to the Program and deposited funds into a segregated holding account managed by UTA, and (ii) engaged a Mountain Accord Program ~~Manager~~Facilitator, (“Program ~~Manager~~Facilitator”) and a consultant to provide environmental professional services (“Environmental Technical Consultant”). ~~UTA will retain in that~~the 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–~~paragraph 8. Contracts for the Program Facilitator and the Environmental Technical Consultant established under the Phase I Agreement will expire on September 30, 2015. These contracts may be extended through December 31, 2015 if agreed to by the Parties, to complete activities included in the scope of work for those Phase I contracts. At such time as those contracts expire, they will not be renewed for Phase II activities.

Formatted: Centered

Formatted: Indent: Hanging: 0.5", Space After: 12 pt

Formatted: Font: Times New Roman

- 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~~ prioritize the recommendations identified in the 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~~ Accord, 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~~ Accord, as prioritized by the Executive Board.
- E. Each of the Parties will pledge funds as more particularly set forth herein, for Phase II.

Formatted: Not Expanded by / Condensed by

2. EXECUTIVE BOARD AND DESIGNATED REPRESENTATIVES. An Executive Board (“Executive Board”) is established to be the consensus-based governing body of the Program. The Executive Board may update the Program Charter as needed. 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 HeightsMayor Kelvyn H. Cullimore, Jr.
- Draper City.....Mayor Troy Walker
- ~~Metropolitan Water District of Salt Lake & Sandy~~ MWDSLS Michael L. Wilson, MWDSLS General Manager
- Park CityCouncil Member Andy Beerman
- Sandy.....Mayor Tom Dolan
- Salt Lake CityMayor Ralph Becker
- Salt Lake County.....Mayor Ben McAdams
- Summit CountyCouncil Member Christopher Robinson
- UDOTNathan Lee, Region 2 Director

UTAMichael Allegra, ~~President/CEO, UTA, Special~~
Advisor to the UTA Board of Trustees
~~Wasatch County~~.....Council Member Michael Kohler
~~WFRC~~.....Andrew Gruber, Executive Director

Formatted: Indent: Left: 0.5", Hanging: 2"

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 with UTA, David Whittekiend with the US Forest Service, Andrew Gruber with WFRC, 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. PROGRAM DIRECTOR: The Parties agree to engage a Program Director to coordinate and manage numerous Program elements for a diverse group of committees and stakeholders, including federal, state, and local governments, non-governmental organizations, and private interests. The Program Director shall be responsible for the day to day management of the Program, and will report to the Executive Board. The Management Team shall prepare and finalize a Scope of Work for the Program Director, which shall be approved by the Executive Board. Among other responsibilities, the Program Director will maintain the Program Charter, as directed by the Executive Board. The Program Director shall be selected in accordance with Paragraph 10. The Program Director shall work under contract with WFRC. Invoicing and payment of the Program Director will be handled as described in paragraph 11.

5. TECHNICAL CONSULTANTS. The Parties agree to engage technical consultants as needed to implement various components of the Accord as prioritized by the Executive Board, to be paid for through the funds deposited by the Parties in the holding account. These technical consultants shall work under contract as described in Paragraph 9. The Management team or their designees shall prepare and finalize a Scope of Work for these technical consultants, which will be approved by the Executive Board. The technical consultant shall be selected in accordance with Paragraph 10.

~~4.6.~~ TERM. The term of this Agreement shall be up to three (3) years, unless otherwise agreed by the Parties in accordance with Paragraph ~~4+13~~. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.

~~5.7.~~ 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~~December 31, 2015; one-third of each Party's contribution will be due and payable on or before ~~September 30~~December 31, 2016, and one-third of each Party's contribution will be due and payable on or before ~~September 30~~December 31, 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~~paragraph 8 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~~was received on ~~or before April 30~~May 6, 2015 through a grant agreement between GOED and UTA and was deposited in the Phase I holding account managed by UTA.

~~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.

~~6.8.~~ 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~~Director 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.

~~7.9.~~ CONTRACTOR ADMINISTRATION. UTAWFRC shall be responsible for administration of the Program ~~Manager and Environmental Technical Consultant contracts~~Director contract established under ~~the Phase I~~this 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.~~

~~8.10.~~ CONTRACTOR SELECTION. The Management Team, or their designated representative, shall prepare scopes of work for any new Program ~~consultants~~consultant contracts funded pursuant to this Agreement, 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.

~~9.11.~~ 9.11. 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~~[paragraph 8](#).

~~10.12.~~ 10.12. 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~~[Director](#) may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program ~~Manager~~[Director](#). 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.

~~11.13.~~ 11.13. 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.~~14. RECORDS. ~~Records~~Each party shall maintain its 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 in accordance with~~ 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.~~15. 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.~~16. 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.~~17. 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.

16-18. 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,
[Special Advisor to the Board of Trustees](#)
[Utah Transit Authority](#)
669 West 200 South
Salt Lake City, UT 84101
Email: 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

Copies to:

Formatted Table

Formatted: Left

Formatted: Left

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

Laura Briefer
Salt Lake City Department of
Public Utilities
1530 South West Temple
Salt Lake City, UT 84115
Email: 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

Copy to:

c/o Wm. Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84111
Telephone: (801) 530-7300
Facsimile: (801) 364-9127
Email: 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

PARK CITY

Council Member Andy Beerman
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: 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

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

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

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

Formatted: Hyperlink, Font: 12 pt

SUMMIT COUNTY

Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, Utah 84098
Email:

cfrobinson@summitcounty.org

Copy to:

Tom Fisher
Summit County Manager
60 N. Main
P.O. Box 128
Coalville, Utah 84017
Email: 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-UT
84093
Telephone: (801) 942-9685
Email: wilson@mwdsls.org

DRAPER CITY

Mayor Troy Walker
Draper City
1020 East Pioneer Road
Draper, UT 84020
Email: Troy.Walker@draper.ut.us

Copy to:

Rachelle Conner
Draper City
1020 East Pioneer Road
Draper ~~Utah~~, [UT 84020](http://UT)
Email:
Rachelle.Conner@draper.ut.us

WFRC

[Andrew Gruber, Executive Director](#)
[Wasatch Front Regional Council](#)
[295 North Jimmy Doolittle Road](#)

[Salt Lake City, UT 84116](#)
[Email: agruber@wfrc.org](mailto:agruber@wfrc.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.~~19. **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.~~20. **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.

| ~~19.21.~~ EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

| ~~20.22.~~ 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.

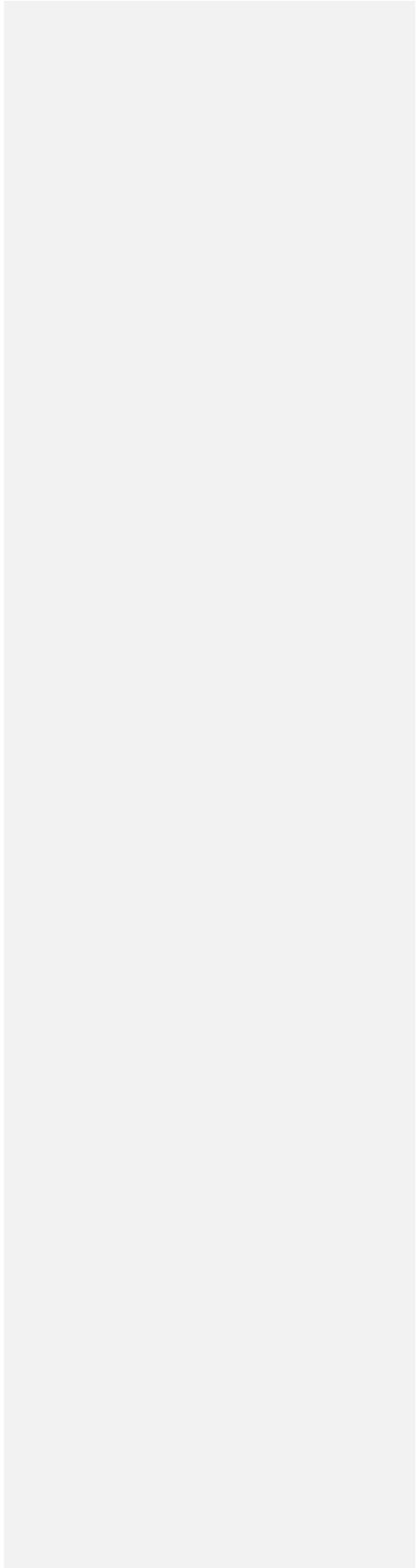
| COTTONWOOD HEIGHTS ~~_____ ATTEST:~~

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~~, Jerry Benson, Interim 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 CountyFront Regional Council agrees to provide \$150,000 (~~subject to required appropriations~~)-contract management support for the Program Director contract.

Signed this ___ day of _____, 2015.

WASATCH COUNTYFRONT REGIONAL COUNCIL

Michael Davis, County Manager
Andrew Gruber, Executive Director

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:



MEMORANDUM:

Date: October 2, 2015

To: Council Members

From: Tom Fisher

Re: Recommendation to appoint members to Eastern Summit County Agricultural Preservation Committee

Advice and consent of County Manager's recommendation to appoint Sue Follett, Mike Brown, Don Sargent, and Mike Crittenden, and reappoint Jeff Young to the Eastern Summit County Agricultural Preservation Committee. Each term of service to expire February 28, 2018.

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
TUESDAY, SEPTEMBER 8, 2015
SUMMIT COUNTY HEALTH DEPARTMENT
PARK CITY, UTAH

PRESENT:

Kim Carson, *Council Chair*
Roger Armstrong, *Council Vice-Chair*
Chris Robinson, *Council Member (VIA PHONE)*
Steve Martin, *Assessor*

The meeting was called to order at 2:50p.m.

CONVENE AS BOARD OF EQUALIZATION

Council Member Armstrong made a motion to convene as the Board of Equalization. Council Member Robinson seconded and all voted in favor, 3-0.

APPROVAL OF STIPULATIONS

After review and brief discussion, the following stipulations recommended by the County Assessor were approved by the motion of Council Member Armstrong with Council Member Robinson seconding and all voting in favor, 3-0.

DISMISS AS THE BOARD OF EQUALIZATION

Council Member Robinson made a motion to dismiss as the Board of Equalization and adjourn. Council Member Armstrong seconded with all voting in favor.

All other business being completed, the Council adjourned at 3:00p.m.

Kim Carson, Council Chair

Kent Jones, Clerk

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, SEPTEMBER 16, 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

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, 5 to 0.

The Summit County Council met in closed session for the purpose of discussing litigation from 1:10 p.m. to 1:25 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
Jami Brackin, Deputy Attorney

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

The Summit County Council met in closed session for the purpose of discussing property acquisition from 1:25 p.m. to 1:35 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
Jami Brackin, Deputy Attorney

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

The Summit County Council met in closed session for the purpose of discussing personnel from 1:35 p.m. to 3:05 p.m. Those in attendance were:

Kim Carson, Council Chair	Tom Fisher, Manager
Roger Armstrong, Council Vice Chair	Anita Lewis, Assistant Manager
Claudia McMullin, Council Member	Robert Hilder, Attorney
Chris Robinson, Council Member	David Thomas, Deputy Attorney
David Ure, Council Member	Jami Brackin, Deputy Attorney
	Brian Bellamy, Personnel Director
	David Kottler, S B Rec District Board Chair

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

The Summit County Council met in closed session for the purpose of discussing property acquisition from 3:05 p.m. to 3:25 p.m. Those in attendance were:

Kim Carson, Council Chair	Tom Fisher, Manager
Roger Armstrong, Council Vice Chair	Anita Lewis, Assistant Manager
Claudia McMullin, Council Member	Robert Hilder, Attorney
Chris Robinson, Council Member	David Thomas, Deputy Attorney
David Ure, Council Member	Jami Brackin, 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 McMullin and passed unanimously, 5 to 0.

WORK SESSION

Chair Carson called the work session to order at 3:30 p.m.

- **Discussion regarding Canyon Corners traffic impacts; Ray Milliner, County Planner**

County Planner Ray Milliner presented the staff report and recalled that at the previous public hearing the Council expressed concern about traffic impacts on Landmark Drive related to safety and capacity. The Council directed Staff to look at the potential of creating a roundabout at the primary entrance to the site and to include language in the development agreement requiring a traffic analysis two years after the Certificate of Occupancy is issued for this site. He reviewed the proposed language and explained that it would require a supplemental traffic analysis to be

paid for by the developer at the main access to the project if five or more reported crashes of types that are susceptible to correction by the change of access control have occurred within a 12-month period for two consecutive years with a severity of 2 or greater as measured by the Manual of Uniform Traffic Control Devices, or if the average delay as documented by the County Engineer's Office exiting the site during the p.m. peak hour exceeds 30 seconds or more. The developer would be financially responsible for the traffic analysis and infrastructure required to create a right-in, right-out access to the project as determined by the County Engineer.

John Paul Worthy, representing the applicant, asked how much information the Council would like regarding their traffic studies. Council Member Robinson stated that his main question is about capacity enhancement at the intersection by adding a roundabout versus other turning movements.

Ryan Hales with Hales Engineering explained that a roundabout is an intersection improvement and will not enhance the capacity on Landmark Drive, but it would be a capacity enhancing improvement at the actual intersection. It does not have the capacity of a traffic signal, but it is an incremental step. He explained that they look at grade when considering a roundabout, and typically they do not want more than a 4% grade due to drainage issues. In this location there is a 6% slope coming into the intersection, and they would have to steepen the slope to attain a 4% grade for the roundabout. Another criterion is that they try to have an equivalent volume of traffic from each leg of a roundabout. Otherwise, cars coming in from the side streets do not have adequate opportunity to get into the roundabout. A third concern is the amount of right-of-way that would be required to put a roundabout in this location and the impact it would have on the two property owners on either side. Shifting the roundabout so it is entirely on the CenterCal property would significantly impact their property.

Council Member Robinson expressed concern that they could be locked into a bad situation if they eliminate the possibility of a roundabout now, and the only opportunity to fix it is now.

Public Works Director Derrick Radke acknowledged that a roundabout will improve capacity by creating an intersection with more continuous traffic flow, but the delay related to traffic trying to access or exit from the proposed project is not at an unacceptable level for a standard intersection. Council Member Armstrong stated that he struggles with this intersection being considered acceptable, because it is projected to be at a Level of Service (LOS) D by 2040, which he did not believe was acceptable. It appears that 588 peak hour trips are projected for the currently approved uses, and that will increase to 630 with this project. With the addition of school traffic, he believed traffic would be far beyond peak capacity. If this intersection fails, they are not just going to ask the residents to live with it, but they would not have the ability to come back to the developer to do anything. He did not want to approve something that causes this intersection to fail at LOS D. Council Member Robinson stated that, because the developer has reopened the development agreement, the previously approved traffic numbers no longer apply. The Council has an opportunity to determine whether the traffic proposed for this project is too much and even correct any problem that might have been created by the previously approved use.

Council Member Ure asked if they are not better off with the proposed development with its 50 additional peak hour trips than they are with the previous proposal, because the community will pick up some affordable housing, which he believes will make the community better. Council Member Robinson stated that, if the situation can be improved by adding a roundabout, and this is the only practical time to get it, they need to work out the best solution for the community. He reported that he had a conversation with Bill Wirthlin, who is out of the country, and forwarded that information to the other Council Members and to the Clerk for the record.

Chair Carson expressed concern about putting a roundabout at this location due to the steepness of the grade and the proximity to the other roundabout. Mr. Hales confirmed that the slope is a Federal Highway Administration (FHA) guideline to make roundabouts as safe as possible, and with steeper grades and snow conditions, there could be more accidents if the streets are slick. He reviewed the process for conducting the traffic studies and explained that, in addition to national standards, they studied traffic at the current Whole Foods and the Trolley Square Whole Foods as well as seasonal traffic impacts and adjusted the traffic generation numbers accordingly. In addition, this developer is looking at a bike share program, participation in a circulator bus system, connectivity and trails, and van and ride share parking. He stated that they have done everything they can to decrease the number of trips to this site.

Council Member Armstrong expressed concern that they have no idea how much traffic this Whole Foods will generate and when the peak traffic hours will be for this location. If people end up sitting in their cars becoming angry because of traffic problems, the County will have no way to correct it. That is what he wants to build into the development agreement, because somebody has to take that responsibility. Mr. Hales explained that LOS D is not considered to be a failing intersection; it is considered to be a congested intersection. As areas become more urban rather than rural, policies are changing, because it is no longer possible to maintain LOS C in many areas. He explained that background traffic will create the LOS D condition, not this project.

Council Member Robinson acknowledged the standards for the ideal roundabout grade and asked what would happen if they install a roundabout that mirrors the existing grade. Mr. Hales replied that, if there were an injury accident in the roundabout and an attorney found that the roundabout was not constructed to FHA standards, the liability may increase. Mr. Radke stated that the greatest risk would be sliding coming into the roundabout and cars not being able to slow down. If the County were building a roundabout, he would try to not design it outside the standards.

Chair Carson asked if it would be possible to put a roundabout in that location in the future if it is found to be necessary. Mr. Radke replied that it would be. Council Member Armstrong asked if the developer could dedicate the right-of-way and set aside costs for construction of a future roundabout if necessary. Mr. Worthy replied that a roundabout would make this site unfeasible. It would cut the site in half because of the grades. If the Council decides a roundabout is needed, the previously approved project would be built instead of the proposed one, especially due to the loss of parking and circulation within the site. The estimated cost of a roundabout in this location exceeds \$1 million, and the \$600,000 in impact fees this project is required to pay to the County could not be used to pay for the roundabout, because it is not in the County's capital improvement plan.

Chair Carson asked if a 4-way stop would be a possibility. Mr. Radke replied that he does not like to install 4-way stops, because they slow things down. That may create a safer situation unless someone does not stop at the stop sign, and then it is tragic.

REGULAR MEETING

Chair Carson called the regular meeting to order at 4:25 p.m.

- **Pledge of Allegiance**

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION NO. 2015-18MRW, A RESOLUTION ANNEXING CERTAIN REAL PROPERTY TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT (TAX PARCEL #PP-87-10-C-1); ANDY ARMSTRONG

Council Member Robinson made a motion to approve Resolution No. 2015-18MRW, a Resolution annexing certain real property to the Mountain Regional Water Special Service District (Tax Parcel #PP-87-10-C-1). The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

CONVENE AS THE BOARD OF EQUALIZATION

Council Member Ure made a motion to convene as the Summit County Board of Equalization. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

The meeting of the Summit County Board of Equalization was called to order at 4:26 p.m.

CONSIDERATION OF APPROVAL OF 2015 STIPULATIONS

Board Member Ure made a motion to approve the 2015 stipulations as outlined in the Board packet. The motion was seconded by Board Member McMullin and passed unanimously, 5 to 0.

DISMISS AS THE BOARD OF EQUALIZATION AND RECONVENE AS THE SUMMIT COUNTY COUNCIL

Board Member Ure made a motion to dismiss as the Board of Equalization and to reconvene as the Summit County Council. The motion was seconded by Board Member Armstrong and passed unanimously, 5 to 0.

The meeting of the Summit County Board of Equalization adjourned at 4:27 p.m.

DISCUSSION AND POSSIBLE APPROVAL OF AMENDMENT TO CHART OF POSITIONS; BRIAN BELLAMY AND CORRIE FORSLING

Chair Carson asked if there would be a financial change with this change in employees. County Treasurer Corrie Forsling explained that they are changing one full-time employee to two part-time employees, which should decrease the cost for the position. Personnel Director Brian Bellamy explained that, if both employees work 20 hours a week, they would pay for half their health care. If they work less than 20 hours, they will not be eligible for health care benefits and it will be less costly.

Council Member Robinson made a motion to approve the amendment to the Chart of Positions as outlined in the packet. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

DISCUSSION AND POSSIBLE APPROVAL OF AGREEMENT FOR SUMMIT COUNTY ANIMAL CONTROL FACILITY EXPANSION AND REMODEL; MATT JENSEN, PURCHASING AGENT

Purchasing Agent Matt Jensen recalled that the new purchasing policy requires County Council approval for any purchase over \$500,000. This agreement is for \$617,000 for the general contractor for the Animal Control facility.

Chair Carson asked if it is standard to not include arbitration. Deputy County Attorney Dave Thomas stated that his preference is to not go to arbitration, because it can be as expensive as a lawsuit and usually does not result in a clean decision. Chair Carson asked if it is shortsighted to replace some of the roofing material with asphalt shingles. Mr. Jensen explained that it is less costly, more durable, and allows access to equipment on the roof without sliding off the roof.

Mr. Jensen confirmed that this contract includes everything except the solar panels, which will be included in the 2016 budget.

Council Member Armstrong made a motion to approve the agreement for the Summit County Animal Control Facility expansion and remodel as provided. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

CONTINUED DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE NO. 849, AN ORDINANCE TO APPROVE THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CANYON CORNERS SPECIALLY PLANNED AREA; RAY MILLINER, COUNTY PLANNER

Mr. Milliner presented the staff report and provided a background on the existing approval and proposal for the Canyon Corners site. He reviewed the proposed site plan and reported that the Snyderville Basin Planning Commission forwarded a positive recommendation to the County Council for this site plan. The County Council previously reviewed this amendment and requested more information regarding traffic mitigation, a potential roundabout, a study of traffic issues on Landmark Drive two years after the Certificate of Occupancy (CO) is issued and

mitigation of any problems, a review of the proposed use table to be sure the uses are appropriate on the site for now and in the future, and the timing of the affordable housing component. Staff reviewed the use table and found the uses to be the best ones in the current Development Code to cover existing and future needs. Language was added to the development agreement to give priority to persons or households with people who work on the site and a process for selecting applicants to live in the affordable housing. In addition, language has been added that no CO will be issued for Building A until construction has commenced for the affordable housing. Mr. Milliner reviewed the additional public benefits to be provided by this developer. Staff has found that this project meets the standards for approval and recommended that the County Council approve the proposed ordinance approving the second amendment to the development agreement for Canyon Corners with the findings and conclusions in the staff report.

Council Member Robinson confirmed with Staff that the uses prohibit drive-through facilities of any kind and suggested adding language that drive-throughs are prohibited. He asked who would maintain the bikes after two years. Mr. Milliner explained that they believed three years would be sufficient for the bike program to catch on, and if it does not work after three years, it may be discontinued. Otherwise, it will be the property owner's obligation to arrange for maintenance of the bikes on their property. Council Member Robinson stated that the bikes are a material part of this agreement, and he would like to know what will happen with them after three years. Mr. Worthy explained that it was intended that the bike program would be a catalyst for a larger bike program. The idea was that they would fund the program for the first three years, and if it succeeds, the individual property owners would pay for maintenance of the bicycles on their site. Council Member Robinson suggested lengthening the time to five years.

Council Member Robinson requested that the language regarding the Area Median Income (AMI) state 50% or less of AMI. He also discussed and recommended other edits to the affordable housing qualification language. The Council Members discussed how to ensure that the affordable housing will be built before the applicant occupies the Whole Foods store. Council Member Robinson suggested that they require completion of a 4-way inspection on the affordable housing prior to issuance of a CO for the grocery store.

The Council Members discussed issues related to the feasibility of constructing a roundabout with the developer and the impacts it would have on the development. Chair Carson asked if anything has been done to discourage people from cutting through the car wash and Best Western to get to Landmark Drive. Mr. Milliner stated that the mitigation proposed by the Planning Commission was to eliminate development of a drive through those properties. Chair Carson expressed concern about traffic speeding down the hill to this development and suggested that they install a raised crosswalk at WalMart to help slow traffic. She requested that the developer consider adding more ADA parking at Whole Foods.

Council Member Robinson did not like the language requiring a supplemental traffic analysis after two years and asked what would happen after that. He believed the County should have the right, at the County Engineer's sole discretion, to remove the two left-turn lanes at the developer's expense and make the main entrance right-in, right-out. Mr. Worthy expressed their concern that there could be underlying traffic issues that have nothing to do with this project. Council Member Armstrong stated that the developer cannot isolate this project from the traffic.

The County contemplates that traffic will increase on Landmark Drive, and with a Whole Foods there, this development will contribute to impacting traffic as people drive into and out of this site. The developer has the ability to help solve the problem, and the County could ask them to delete the left turn now and put in right-turn-only access, or they can ask the developer to pay for improvements if they are needed later. Chair Carson commented that they should know pretty quickly what the traffic impacts are and suggested that they extend the time to mitigate impacts by one more year. It would be easy to determine the impacts that are a direct result of this project within a short time after the development is built. She did not want to hold this applicant hostage to something that might happen five or ten years down the road. Council Member Robinson was less concerned about the cost than he was about the impact from this business and whether the County has the right in an agreement that runs with the land to take away the left turns if the traffic is unacceptable. Mr. Radke confirmed that the County has the right to remove the left turns, because the County owns the road. Council Member Robinson believed that should be memorialized in the development agreement. Mr. Worthy stated that they would like to know what the standard would be for making that determination. Mr. Radke suggested that the Council decide what their concerns are, whether it is crashes or congestion, and determine a trigger point that would require mitigation.

Mr. Worthy reviewed the process the applicant went through to complete their traffic analysis and noted that it indicates that traffic will be at an acceptable level of service. Council Member Robinson confirmed with Mr. Worthy that he agrees that the County has the right as the highway authority to remove the left turn lanes and asked that to be memorialized in the development agreement. He believed they could eliminate the traffic study if the developer agrees to pay for that in the short term or the County pays for it in the long term. Mr. Worthy agreed to include language that the developer acknowledges that the County has the right to modify access and that, if it is within the first five years, the developer will pay for it, and after that the County would pay for it. He believes they owe it to their tenants in this project to know understand under what circumstances a change may be made, such as a safety issue or significant delay in getting out of the project.

Council Member Robinson requested that the applicant also be required to maintain all 24 bikes for five years.

Council Member Robinson made a motion to adopt Ordinance No. 849, an Ordinance to approve the Second Amendment to the Development Agreement for the Canyon Corners Specially Planned Area with the amendments to the Ordinance and Second Amendment as discussed based on the following findings of fact and conclusions of law in the staff report and to authorize the Chair to sign:

Findings of Fact:

- 1. On August 4, 2004, the Summit County Board of County Commissioners approved the Canyon Corners Development Agreement as part of a specially planned area.**
- 2. The duration of the agreement was five (5) years, expiring on August 4, 2009.**
- 3. On October 29, 2008, the Board of County Commissioners granted a five- (5)-year extension to the agreement, expiring on December 22, 2013.**
- 4. Another extension, this time for four (4) years, was granted by the County Council on October 2, 2013.**

5. The existing development agreement is set to expire on December 22, 2017.
6. The property is 8.42 acres located at 6622 North Landmark Drive.
7. There is an existing driveway access from Landmark Drive.
8. The property is zoned Town Center (TC).
9. The approved site plan for the development features seven buildings labeled Buildings A through G.
10. The total density approved is 61,000 square feet.
11. The proposed amendment would reduce the number of buildings on site to accommodate a large grocery/retail building.
12. The total amount of square footage would remain at 61,000.
13. The applicant is proposing 20 one-bedroom affordable housing units above Building B.
14. The applicant is required to provide 20 Affordable Unit Equivalent (AUE).
15. The Development Code states that a one-bedroom unit is equal to .8 AUEs, which converts the proposed 20 units to 16 AUEs.
16. Section 10-5-4.F.2 of the Development Code allows for a 25% reduction in required AUEs if the targeted income group does not exceed 50% of the Area Median Income (AMI)
17. The proposed units qualify for the 25% reduction.
18. The 25% reduction in AUEs would calculate to 15.4 AUEs for the 20 one-bedroom units and would satisfy the affordable housing requirement.
19. There are 200 parking stalls proposed for Building A and 89 parking stalls proposed for Building B, for a total of 289 stalls proposed.
20. The original SPA provided for 279 spaces.
21. The applicant is proposing that 10 of the spaces be provided for the affordable units.
22. Spaces assigned to affordable housing do not count against the overall number of spaces for the site and therefore do not constitute an increase in the number of spaces allowed on site.
23. The project will cause significant traffic increases along Landmark Drive.
24. Studies from the applicant state that there is “more than the required sight distance to safely execute egress movements onto Landmark Drive” from the proposed ingress and egress areas on site.
25. There will be an onsite bus stop integrated into the overall design of the project.
26. The applicant has agreed to participate in the proposed Kimball circulation shuttle. The applicant has agreed to create a bicycle sharing project on site.
27. It is anticipated that, once the system is in place, there will be other properties in the area that will want to participate in the project.
28. The proposed amendment does not constitute an increase in commercial density within the Snyderville Basin.

Conclusions of Law:

1. There is good cause for this SPA amendment.
2. The proposed SPA amendment as conditioned complies with all requirements of the Snyderville Basin Development Code.
3. The SPA amendment as conditioned is consistent with the Snyderville Basin General Plan as amended.

4. **The SPA amendment is not detrimental to public health, safety, and welfare, as the roads and public services in the area are sufficient to accommodate the increase in intensity of the use.**
5. **The SPA amendment is compatible with the existing neighborhood character and will not adversely affect surrounding land uses.**
6. **The effects of any differences in use or scale have been mitigated through careful planning.**

The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

Council Member Ure commended the Planning Commission on the excellent work they did on this application. Council Member McMullin commended the applicant for their hard work.

RECONSIDERATION AND POSSIBLE ACTION REGARDING APPEAL OF ADMINISTRATIVE DECISION REGARDING THE STAYPARKCITY.COM SIGN AT THE PARK CITY TECH CENTER BUILDING I; SEAN LEWIS, COUNTY PLANNER

Council Member McMullin recused herself from discussing and voting on this item and was excused from the remainder of the meeting.

Community Development Director Patrick Putt explained that they will re-hear this item that the Council took action on a couple of weeks ago. Because of a miscommunication with the appellant regarding the time of the meeting, the appellant was not able to attend the previous meeting. He recalled that this appeal stems from a decision he made to deny the StayParkCity.com sign permit application because the intent of the Boyer Tech Center comprehensive sign plan, which allows four exterior wall signs for Building I, is to identify the major tenants in the building. He determined that StayParkCity.com was not a major tenant because a tenant with only three employees subleasing space from the primary unit owner does not constitute a major tenant. He explained that Staff does not make these kinds of decisions lightly and noted that there is an alternative for StayParkCity.com to work with the developer to remove the wording “major tenant” from the comprehensive sign plan. Based on the comprehensive sign plan language, he believed he made the correct determination, and there are other opportunities for the appellant to remedy this. He recommended that the Council listen to the appellants and uphold the decision of the Community Development Director.

Kenzie Coulson explained that StayParkCity.com is a technology company that powers lodging bookings, and they utilize office space in the Tech Center. She acknowledged that they have three employees, but they contract for additional resources from All Seasons Resort Lodging and operate within the footprint of a company that does qualify as a major tenant. RyanTech previously leased approximately 3,400 square feet from All Seasons, and their sign currently exists on the building. StayParkCity has about 4,200 square feet, and Mountain Top has only 3,900 square feet. She did not believe their business is smaller than other previous tenants who had signs on the building. PowdrCorp has taken over the RyanTech space and is not interested in a sign, and she considers StayParkCity to be the next largest tenant.

Council Member Armstrong asked how much space StayParkCity is leasing. Ms. Coulson replied that they contract additional assistance with all the employees at All Seasons Resort, and two businesses operate out of that footprint. Council Member Robinson confirmed that the total All Seasons Resort is 4,200 square feet and asked how many employees are within the total All Seasons space. Alan Finnegan, President of All Seasons Resort, replied that there are 11 employees total. He explained that the total usable square footage is 27,352, and he owns 12,555 square feet, or 46% of the building. When he bought that, he was told by The Boyer Company that he could have one sign on the south side of the building. In his first lease with RyanTech, he granted a sign to them, and when they left, he agreed to leave the sign there for a few months and then transition to a new sign. As the owner of All Seasons, Boyer disclosed nothing to him about a development agreement that said a hospitality company was not included in the agreement, and there was controversy about that. As the owner of 46% of the building, he believes he has the right to a sign on the building. He has subleased to and is part owner of StayParkCity.com. All Seasons Resort utilizes their resources and they interact with and use each other's resources. He believed it would be better to put up a StayParkCity sign, which is a technology company, than put up a sign for All Seasons Resort, which is a hospitality company that previously caused controversy. He thought he had the right as a master tenant in the building to grant the sign to another tenant if he wanted.

Council Member Robinson asked if All Seasons Resort would have been granted a sign as a major tenant if they had requested one. Mr. Putt replied that he believed the Planning Department would be obligated to issue a sign to them, because they have a business license in the building and are the major anchor tenant in that space. Council Member Armstrong noted that All Seasons owns 46% of the building and would be considered a major tenant. Council Member Robinson believed the question is whether a major tenant should be able to say they have a subsidiary whose sign they would like to allow on the building. Council Member Armstrong argued that is not what the agreement says. Council Member Robinson stated that goes to the intent of the agreement. One issue is to limit the number of signs, and the other one is to be sure they have some control over what the sign says. He asked what the public purpose would be in having a sign for All Seasons as opposed to a sign for StayParkCity.

Chair Carson asked how much time it might take to amend the comprehensive sign plan and whether this might set a precedent for future signs. Mr. Putt believed it would take an extended period of time to amend the comprehensive sign plan and reviewed the process for doing so. Chair Carson expressed concern that other tenants might believe they have a right to demand a sign for their business and try to force the County into having more signs on a building than what was agreed to in the development agreement.

Council Member Armstrong stated that the language was drafted to minimize the number of signs on the buildings, and if every tenant with 3,000 square feet in this building asked for a sign, there would be more than four signs on the building. The purpose of the comprehensive sign plan is to identify major tenants in the building. Council Member Robinson asked, if someone owns a major portion of the building but is not a tenant in the building, whether they could put a sign on the building. Council Member Armstrong replied that, under the language in the comprehensive sign plan, the owner could not put a sign on the building, because he is not a tenant. Council Member Robinson claimed that this language is ambiguous, because if someone

owns the whole floor and occupies it with various subsidiaries, they should be able to designate what sign they want on the building. Council Member Armstrong explained that, under this agreement, the sign must be for the major tenant.

Ms. Coulson noted that the term major tenant is not defined. The language does not indicate that StayParkCity is not eligible for a sign, it simply includes an undefined term. She believed their 4,200 square feet would make them a major tenant when compared with other tenants in the building, and StayParkCity's manpower includes everyone within the 4,200 square feet. She believed major tenant could include the fact that this is a tech company in a tech building. There are other businesses with a similar footprint in this building that also have a sign, and she did not think this would set a precedent.

Mr. Thomas explained that, although major tenant is not defined in the comprehensive sign plan, it is incumbent on the Council to interpret the language using reasonable methods and common sense. Council Member Armstrong stated that he did not consider three employees occupying 8% of the building to be a major tenant. He also did not believe RyanTech or Mountain Top should have signs given their size. He would hate for them to continue to make bad decisions that are going to affect other buildings as they are developed.

Chair Carson asked how RyanTech got their sign. Mr. Lewis replied that was done either under the original agreement or the first amendment, not the second amendment.

Council Member Robinson maintained that the purpose is to minimize the impact on the building appearance, and the people in control are the owners. The major owner in this building has subleased space, and he believed they should be able to designate who has a sign. Mr. Finnegan explained that he is the second largest tenant in the building based on square footage. Council Member Armstrong stated that, if the square footage within the building is carved up in such a way that 4,200 square feet makes this the second largest tenant, that does not necessarily make this a major tenant.

Council Member Ure asked what would be the fastest way to help StayParkCity and stay within compliance with the comprehensive sign plan.

Chair Carson stated that her interpretation is that she considers All Seasons Resort to be the owner of the space and a major tenant, and as a part owner of StayParkCity, they have a right to put the StayParkCity sign on the building. The intent is to limit the number of signs, but she believed someone who is a major owner and tenant should have the ability to designate a sign on the building. Mr. Finnegan has chosen to delegate that sign to one of his subsidiaries, which is part of his company occupying 4,200 square feet in the building. In essence, she believes that makes them a major tenant. She believed there was enough here for the County to be able to protect itself if someone else comes in and tries to claim they have set a precedent.

Council Member Robinson felt they would be opening Pandora's box if they try to amend the development agreement. He agreed that a major owner and tenant in the building should be allowed to have a sign. Council Member Armstrong maintained that this appellant cannot be considered a major tenant based on the comprehensive sign plan, and they are trying to twist the

existing ordinance to fit this circumstance, which will cause problems when someone comes in later and argues that they have the same circumstance. Council Member Robinson believed that would be limited by the fact that there can only be four signs on the building.

Jason Linder, President of StayParkCity.com, described the common business ownership and operations of StayParkCity and All Seasons Resort. Mr. Putt explained that he has two different business licenses for StayParkCity.com and All Seasons Resort Lodging. Now he is hearing that it is the same company, so if it is the same company, he asks if that is the tenant. The language in the comprehensive sign plan simply says major tenant; it does not say tenant and/or owner, and that is how he applied it. The way out of this is to reach out to The Boyer Company to make the language more predictable and more easily administered. He recalled that this development was supposed to be a research park and was not to generate a lot of traffic. Therefore, the sign strategy was that not a lot of signs would be needed, because they would not be drawing a lot of public into the development. This building was condominiumized into four units, and the owner of each unit would have a sign. He did not believe enough thought was put into it to address what would happen if they put partitions within the units. He believed the best solution would be to refine the language and get it as close to the intent as possible and allow reasonable accommodation for the owner to convey signs.

Mr. Finnegan stated that he thought it would be a better representation of the Park City Tech Center if they have a sign that says StayParkCity.com. If they pull this sign off the table, he will request a sign for All Seasons Resort Lodging.

After further discussion and a suggestion that they go back to Boyer and try get the language clarified, Mr. Thomas explained that the Council has an appeal before them. They can either grant the appeal and overturn the Community Development Director's decision, or they can deny the appeal and uphold the Community Development Director's decision. It would not be appropriate for them to add a condition to their decision, but they could ask for more evidence before making a decision.

Council Member Robinson asked if Mr. Putt would give All Seasons a sign as a major tenant in the building. Mr. Putt replied that he would, because there are four condominiumized units in Building A, and they own one of those units. As an owner of one of the condominiumized units and a tenant within it, he would issue a sign permit. Council Member Robinson responded that, given the facts, he does not see a distinction with StayParkCity and would grant them a sign.

Council Member Robinson made a motion to grant the appeal of the administrative decision regarding the StayParkCity.com sign at the Park City Tech Center Building I with the finding that they deem StayParkCity.com to be a subsidiary of the owner of the space, All Seasons Resort Lodging, which is a major tenant. The motion was seconded by Council Member Ure.

Mr. Putt clarified that the application Staff received was denied, and he wanted to be sure that, if a sign is installed, it will meet all the requirements of the Sign Code, including the overall size, which in this case would be limited to 50 square feet.

Council Member Robinson amended his motion to state that, if a sign is installed, it shall meet all the requirements of the Sign Code, including the overall size, which in this case would be limited to 50 square feet. Council Member Ure accepted the amendment in his second.

Mr. Finnegan clarified that the holding company is called ASRL/DB, and it is a subsidiary of All Seasons Resort Lodging.

The motion passed by a vote of 3 to 1, with Council Members Carson, Robinson, and Ure voting in favor of the motion, Council Member Armstrong voting against the motion, and Council Member McMullin having recused herself not being present for the vote.

WORK SESSION – (Continued)

Chair Carson presented a check to Micheaux Brock, whose art was selected by the Council at the Summit County Fair.

REGULAR MEETING – (Continued)

APPOINT MEMBER TO THE SUMMIT COUNTY RESTAURANT TAX ADVISORY COMMITTEE

Council Member Ure made a motion to appoint Teri Whitney to the Summit County Restaurant Tax Advisory Committee as recommended by the Park City Area Lodging Association, with her term to expire July 31, 2018. The motion was seconded by Council Member Robinson and passed unanimously, 4 to 0.

ADVICE AND CONSENT OF COUNTY MANAGER TO APPOINT A MEMBER TO THE PUBLIC ARTS PROGRAM AND ADVISORY BOARD

Council Member Robinson made a motion to consent to the County Manager’s recommendation to appoint Jane Riley to the Public Arts Program and Advisory Board, with her term to expire July 31, 2018. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0.

PUBLIC INPUT

Chair Carson opened the public input.

There was no public input.

Chair Carson closed the public input.

COUNCIL COMMENTS

Council Member Ure stated that he was interested in pursuing the opportunity they talked about to help educate special service districts. He reported that the Utah County Commissioners have asked him to be on a panel next Wednesday at 6:00 to talk about agriculture and Utah County losing a lot of agricultural ground. November 12 and 13 will be a Weber River Watershed convention in Ogden, and he believes someone from the County should attend. He stated that city tour was very educational, and it was good to compare Park City and Summit County with Breckenridge and Summit County, Colorado. He believed one of the best things that happened on city tour was to see the communication between the Park City Council and Mayor. He discussed that with Diane Foster, and they both felt strongly that they need to establish a regional Council of Governments that includes both Wasatch and Summit County, because what happens in one County affects the other. He believed that, because of County Manager Tom Fisher, they are working better with Park City than they ever have.

Council Member Armstrong commented that Summit County, Colorado, and Breckenridge are doing some great things with affordable housing, subsidized child care, and transportation issues. It was also interesting to see how they work with Vail.

Council Member Robinson agreed that city tour was terrific and suggested they ask Myles Rademan to give a presentation to the whole Council. He reported that he attended a Mountain Accord meeting where they agreed to spend \$92,000 for an RFP for Phase II. \$20,000 was also allocated for trail work in Little Cottonwood Canyon. They discussed the outside boundaries of the federal designation, and it was recommended that it be designated as a recreation and conservation area.

Chair Carson explained that she received an email asking if the Council would like a presentation on the proposed bond, and she believed that would be a good idea. She stated that she will be gone on September 30. She received a letter that she will forward to the Council Members regarding the excellent work done by Derrick Radke and John Angell. She reported that she and Council Member McMullin attended the Skull Candy groundbreaking on Friday. She explained that she went to Mesa County, Colorado, last week with other representatives from the County to review their pre-trial services process. They are becoming nationally known for their program and doing an assessment as soon as someone is brought in for booking. She noted that she received an annexation notice from Francis City and asked if they need to do anything. Mr. Thomas replied that they only need to respond if they want to protest the annexation. County Clerk Kent Jones explained that they only have a certain number of days to respond to an annexation request, and since the Council did not meet during that time, he took it to the Planning Department. Once their questions were answered, they had no objection to it.

MANAGER COMMENTS

County Manager Tom Fisher reported that he attended city tour and found it to be very interesting. He attended the first recreation/transportation task force meeting with the School District and Park City this week along with Council Member Armstrong and Council Member McMullin. He explained that they will be getting into depth on recreation and transportation

modes. He reported that the Animal Control facility is now open seven days a week and is open on weekends from 10:30 a.m. to 3:30 p.m. He stated that he will send a letter to the Council from Park City Mayor Jack Thomas about forming a joint citizens' advisory committee for recreation. With regard to Mountain Accord, they are getting close to a management agreement for the I-80/Parley's study.

APPROVAL OF MINUTES

AUGUST 12, 2015

Council Member Robinson made a motion to approve the minutes of the August 12, 2015, Summit County Council meeting as written. The motion was seconded by Council Member Ure and passed unanimously, 4 to 0.

PUBLIC INPUT – (Continued)

Chair Carson re-opened the public input.

Scott Loomis with Mountainlands Community Housing Trust commented that one of the topics they hear a lot about is child care. He has been working for about a year and a half on providing affordable day care, which is a critical need in the community. With Holy Cross Ministries they have established Park City Tots and filed the paperwork to set up a 501(c)3 non-profit corporation. He commented that it is extremely difficult to find a location that meets the State requirements. He wanted to let the Council know they are doing this and are close to getting it operating. They have applied for a charitable grant for \$20,000, and he would appreciate anything the County can do to support this effort.

Chair Carson closed the public input.

The County Council meeting adjourned at 7:15 p.m.

Council Chair, Kim Carson

County Clerk, Kent Jones

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
THURSDAY, SEPTEMBER 17, 2015
SUMMIT COUNTY HEALTH DEPARTMENT
PARK CITY, UTAH

PRESENT:

Kim Carson, *Council Chair*
David Ure, *Council Member*
Chris Robinson, *Council Member*

Tom Fisher, *Manager*
Anita Lewis, *Assistant Manager*

SITE VISIT AND TOUR OF VARIOUS CEMETERIES IN SUMMIT COUNTY

Council Members along with the Manager, Assistant Manager, Sally Elliot, and NaVee Vernon, met at the Health Department at 10:30a.m. to travel to various cemeteries in the South Summit and North Summit areas of the county. The goal was to become more familiar with issues and functions that cemetery board members consider when making decisions.

No action was taken or decisions made. The Council returned and dismissed at 2:00p.m.

Council Chair, Kim Carson

County Clerk, Kent Jones