



## Public Works 2017 Budget Presentation



## Public Works – What We Do

The Public Works Department interacts with all citizens of the county and our visitors for which our work activities have a direct impact. Our Responsibilities consists of the following critical public services:

- Road Maintenance - maintaining all designated county roads - including, Snow Removal, Pavement Maintenance, Road Sign Placement and Repair, Street Sweeping, Storm Drainage, Flood Control Activities, Sidewalk Maintenance
- Engineering – Design and Construction monitoring of Public Road and Bridge Improvements, Design and Construction of new Development Infrastructure, Storm Water Pollution Prevention and Traffic Monitoring

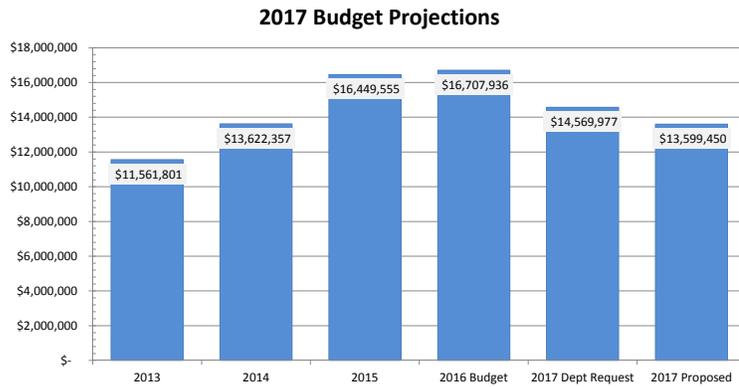
## Public Works – What We Do

- Transit – Work with Transportation Director to Plan Transit in County and maintain Transit Shelters
- Solid Waste – Management of Waste Collection, Landfilling and Recycling
- Weed Control – Control of Noxious Weeds on Public and Private Property, including education and spraying
- Television – Rebroadcasting of Free Over the Air Digital Television Programing

### S.W.O.T. ANALYSIS – PUBLIC WORKS

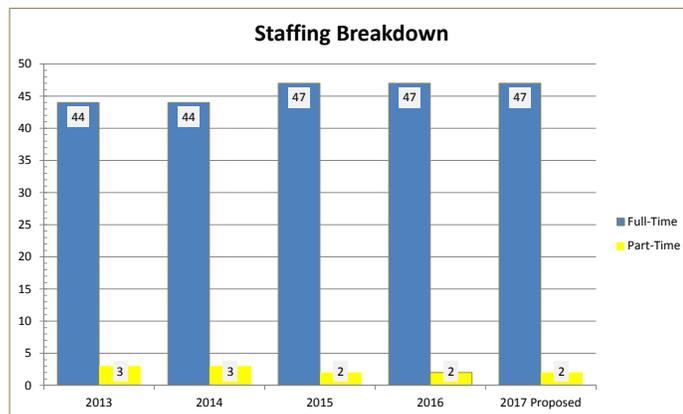
<p style="text-align: center;"><b>Strengths</b></p> <ul style="list-style-type: none"> <li>• Professional, knowledgeable, hard working</li> <li>• Great team work and collaboration</li> <li>• Responsive to public concerns</li> <li>• Good problem solvers</li> <li>• Effective &amp; efficient with limited funding</li> <li>• Innovative and Involved</li> </ul>	<p style="text-align: center;"><b>Weaknesses</b></p> <ul style="list-style-type: none"> <li>• High work load to # of employees</li> <li>• Public Communication Efforts</li> <li>• Limited resources</li> <li>• Innovative transit system improvements</li> <li>• Safety training of road division</li> <li>• Lack of Equipment Storage Solutions</li> </ul>
<p style="text-align: center;"><b>Opportunities</b></p> <ul style="list-style-type: none"> <li>• Investigate expanding revenue sources</li> <li>• Potential of Social Media</li> <li>• Effectiveness through Technology</li> <li>• Increase in transit ridership</li> <li>• Implement smart growth for efficiency</li> <li>• Expand infrastructure inventories to better plan maintenance activities</li> <li>• Employee educational opportunities</li> </ul>	<p style="text-align: center;"><b>Threats</b></p> <ul style="list-style-type: none"> <li>• A decreased emphasis on preserving and improving road and bridge infrastructure</li> <li>• Impact of deferred maintenance</li> <li>• Employee retention</li> <li>• Impact of denser development on maintenance resources</li> </ul>

## Budget Analysis – Combined



- The entire scope of services managed under the Public Works Department represents 34% of the County's budget

## Personnel – Combined



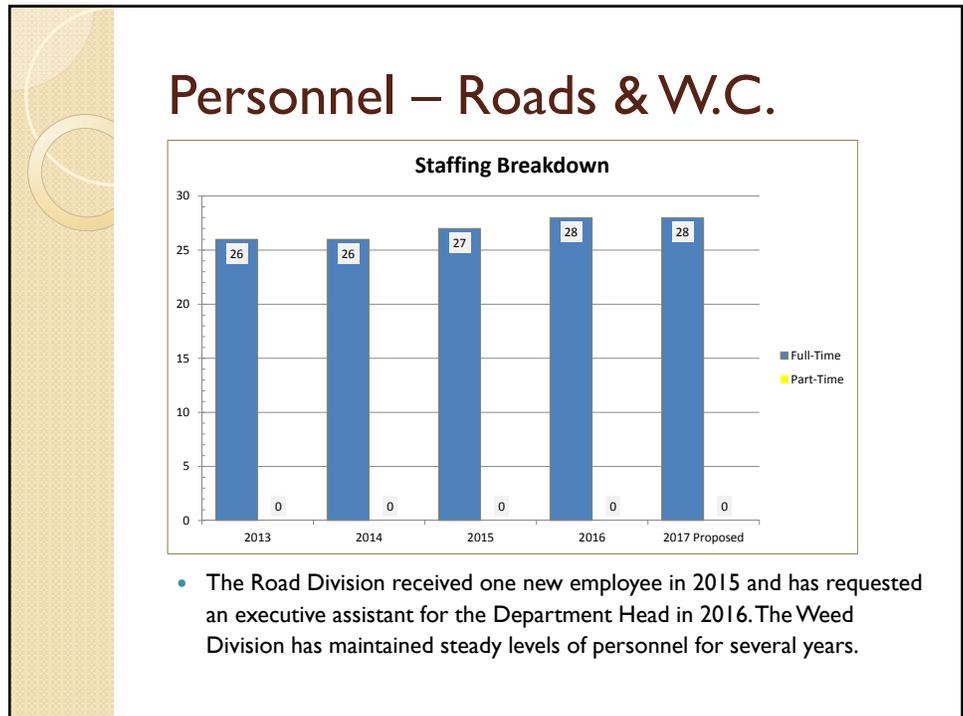
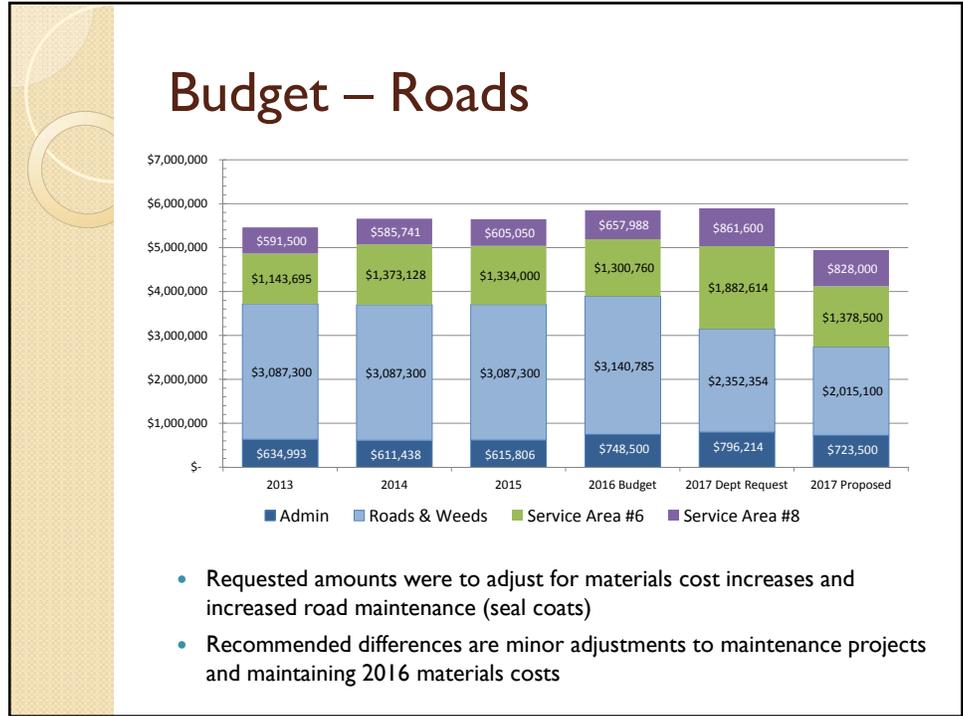
- Public Works relies heavily on a full-time workforce. Size based on required personnel to do winter maintenance. Part-time positions are located in Engineering (1) and Landfill/Solid Waste (1)

## Public Works – Road Maintenance & Weed Control

- Snow Removal, Patching, Gravel Road Maintenance, Weed Control, Storm Water Maintenance, Fleet Maintenance
  - Road Miles = 339 (Paved = 272; Gravel = 66)
    - County Roads = 186
    - Service Area 6 = 99
    - Service Area 8 = 54
  - Weed Control
    - 1428 acres of Right-of-Ways and County Open Space sprayed
    - 2700 acres sprayed by helicopter
    - 275 Loaned Sprayers THE MOST EVER!
    - \$85,238 dollars in revenue from Herbicide sales

## Public Works – Road Maintenance & Weed Control

- Fleet Maintenance for all Departments
  - 203 Vehicles + Heavy Equipment
  - Routine Service, minor repairs and tires
  - Most extensive repairs are done outside
- Participate with other Departments to complete projects in a cost effective manner
  - County Fair – Setup/Takedown, Maintenance, Arena Prep
  - Facilities – Demolition & Sewer Line for Kamas Library and Concrete & Pavement Repair
  - Open Space Maintenance
  - Participate in Project Work – Patching, Fencing, Signs, Demo



## Projects-Roads and Weed Control



## Projects – Roads and Weed Control

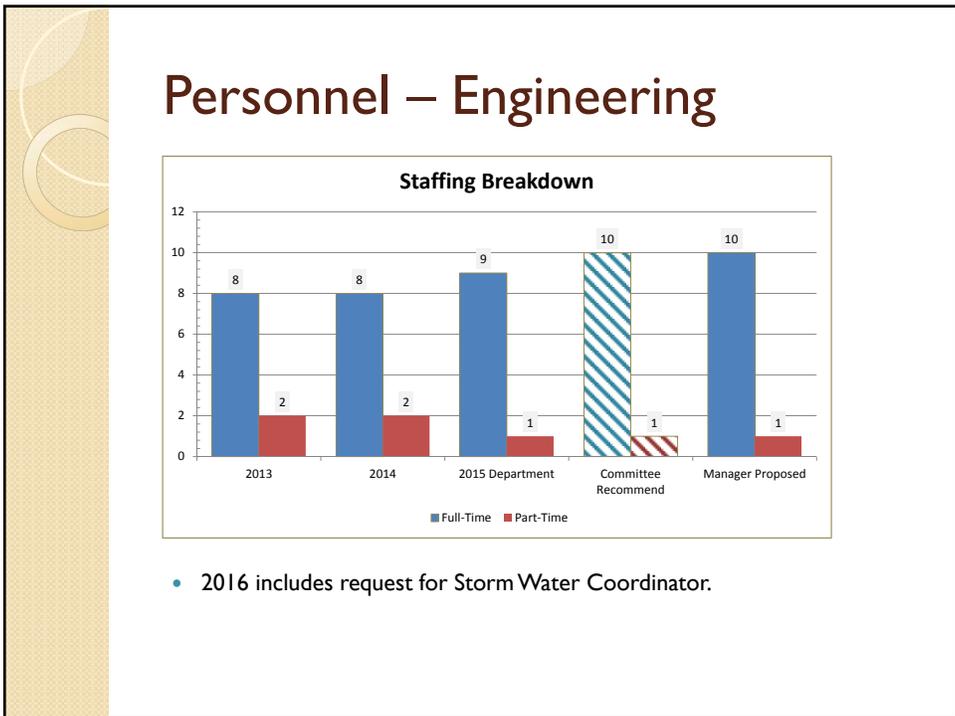
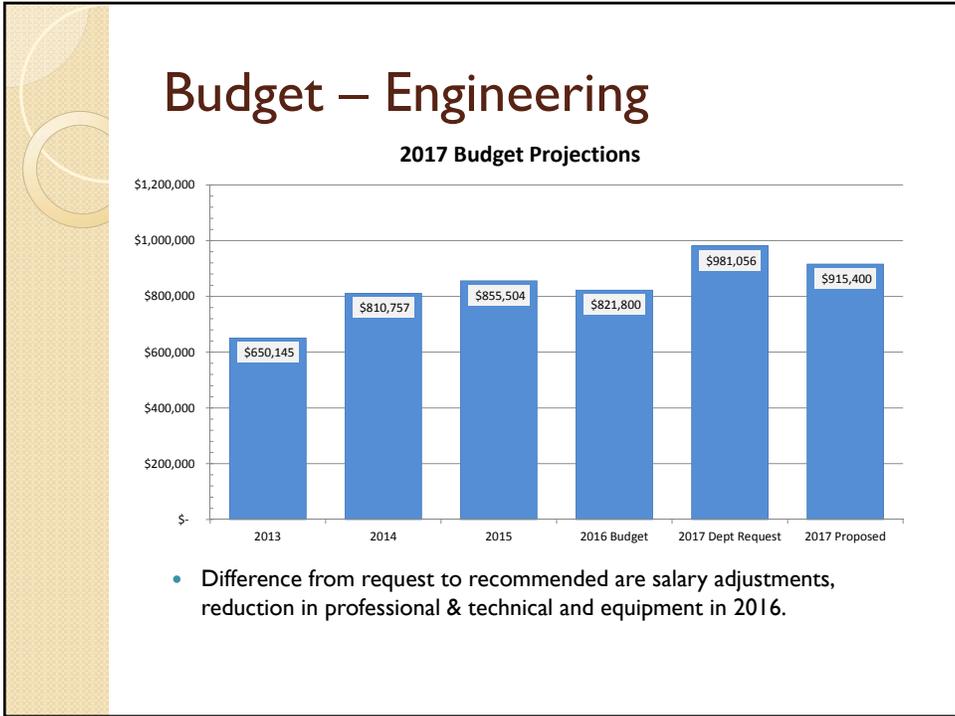
- 2016 GENERAL PROJECT HIGHLIGHTS
  - Rigby Road Re-Construction
  - Continue Lay-Down Machine Patching
  - Road Maintenance Program (discussed further in presentation)
  - Crandall Ford Dyers Woad Pull over 32 acres with the help of 10 South Summit FFA students
  - Kamas Valley Spotted knapweed program-36,000 insects were gathered in Eureka and 5,000 were put in Summit County.
  - Continued partnerships with UDOT, Kamas City, South Summit FFA & Utah State Extension Program.

## Public Works – Engineering

- Design and Construction Monitoring of Public Road and Bridge Improvements
  - Road Inventory and Condition Analysis, Budget Development
  - Prepares Plans & Specifications for Construction Projects
- Design and Construction Monitoring of new Development
  - Reviews for Code and Standards Compliance
  - Develops Ordinances and Code suitable to Summit County Environment
  - Permits - SWPPP, R/W, Driveways, Excavation, Grading, Structures

## Public Works – Engineering

- Storm Water Pollution Prevention
  - Review & Field Inspection for Compliance with Code
  - Implementation of the MS4 Designation by State/EPA
- Traffic Monitoring
  - Measures/Monitors Traffic Conditions
  - Traffic Impact Fee Implementation
  - Develops/Implements Traffic Master Plans

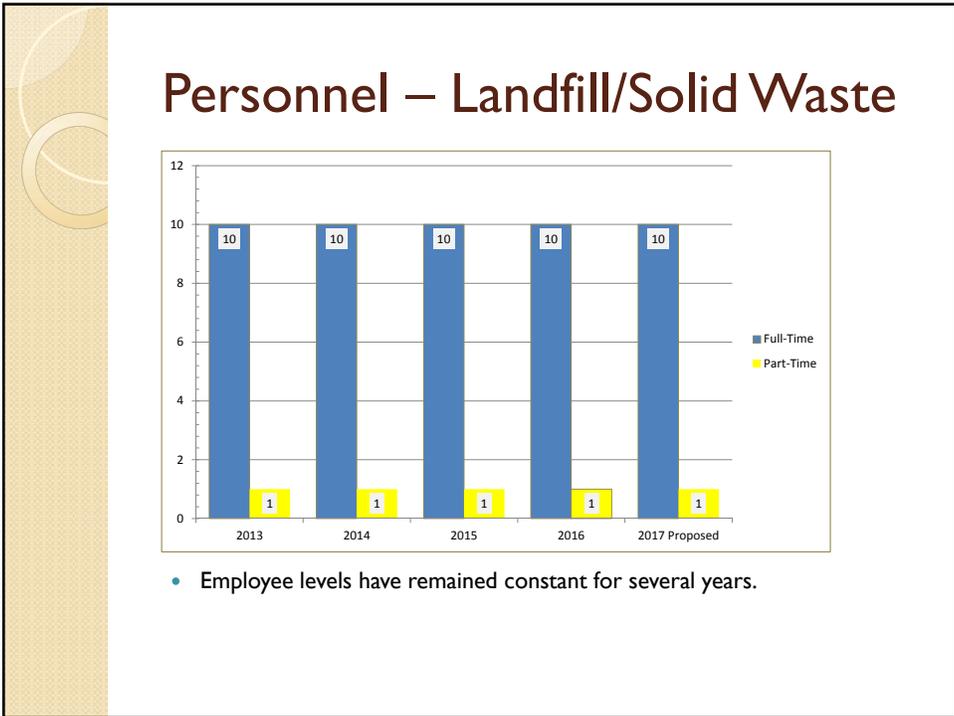
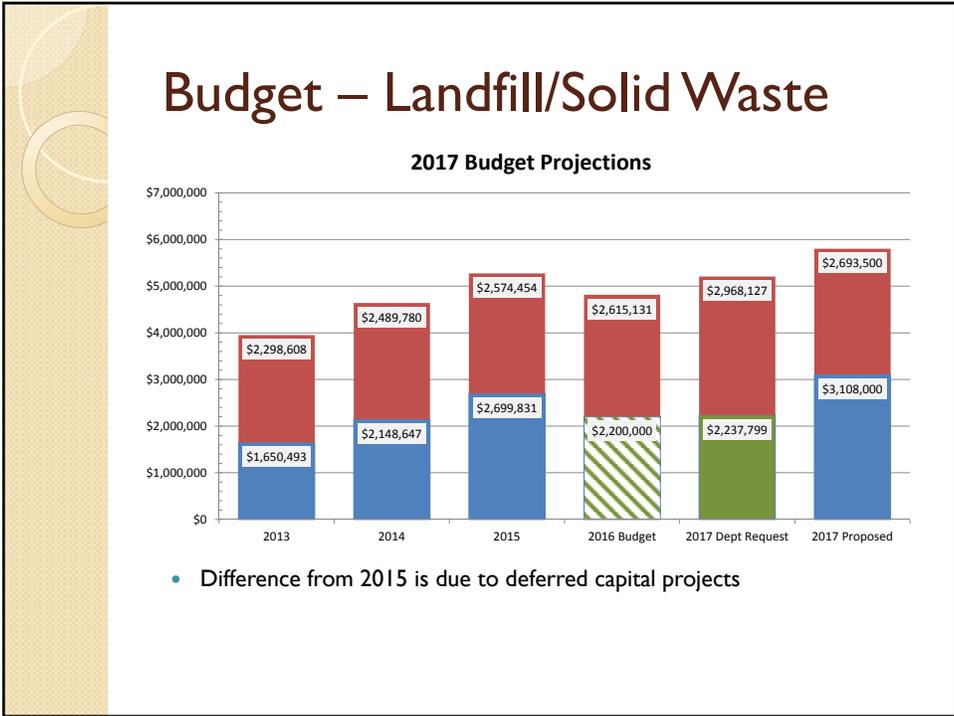


## Projects – Engineering

- 2016 GENERAL PROJECT HIGHLIGHTS
  - Bitner to Silver Creek Design, Environmental Clearance & Right-of-Way acquisition
  - Hoytsville Rail Trail Bridge Final Design & Construction
  - Implementation of MS4 Program as designated by the State
  - Tanger Outlet Roundabout Design & Ecker Interceptor Lot Planning and Design
  - Jeremy/Pinebrook Intersection Planning & Design
  - Complete Traffic Model for Summit County
  - Complete Ordinance/Code changes

## Public Works – Landfill/Solid Waste

- Management of Waste Collection Contract
  - Contracted collection of household waste and recyclable materials
  - General Fund
- Landfilling and Recycling
  - Operated by Summit County
  - Enterprise Fund



## Projects – Landfill/Solid Waste

- 2016 GENERAL PROJECT HIGHLIGHTS
  - Obtained Engineering assistance for 3-Mile Landfill Design
    - Existing Cell will reach capacity in 2018
    - Redesigned layout will take advantage of in-house construction capabilities
    - Conceptual Plan approved by Utah DEQ
  - Initiated excavation of proposed cell
    - Utilized available Landfill Staff & Equipment
    - Installed new access road north of existing disposal area
    - Stockpiling soils for future use as closure material

## Projects – Landfill/Solid Waste

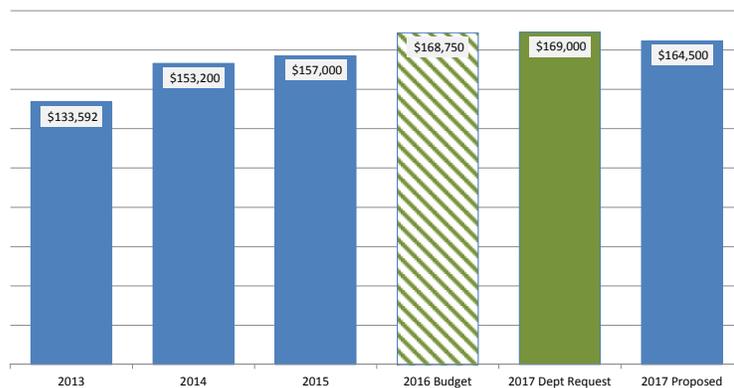
- 2016 GENERAL PROJECT HIGHLIGHTS
  - Long-term Green Waste Management Program
  - Recycling
  - Partnering Opportunities
  - Additional sites for operations



## Public Works – Other

- Television
  - Rebroadcasting Free Over-the-Air Digital Television Programing
  - FCC is considering reducing translator band width
    - Considered “Secondary” service
    - Favoring Cellular and Broadband
    - Unsure of actual impacts to our citizens yet
- PW – Fleet
  - Roads, Pickups: 1-22 years old, Ave Age=10/Ave Miles=71,000
  - Roads & Weeds, Dump Trucks/Plows, Sweeper, SW Cleaner: 1-22 years old, Ave Age=8/Ave Miles=87,000
  - Engineering: 2-13, Ave Age=6/Ave Miles Ave=71,000
  - Landfill: 5-17, Ave Age=12/Ave Miles Ave=138,000

## Budget – Television



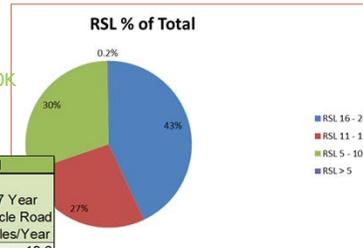
# ROAD MAINTENANCE PROJECTS

## ROAD CONDITION REPORT

- 2013 AVE RSL = 13.8 (SA6=14 & CO=14)
- 2014 AVE RSL = 13.9 (SA6=14 & CO=14)
- 2015 AVE RSL = 15.0 (SA6=16 & CO=14)
  - County Wide Average RSL = 15
  - 70% of Roads only require seal (Chips, Slurry, Crack Seal)
  - 30% of Roads need Overlay
  - Roads needing reconstruction is ~1 mile

### Revenues

- Class B: Increase of 17% over 2015 = ~\$250K
- Mineral Lease: still \$750K less than 2015



COUNTY (ALL) ROAD MAINTENANCE - BUDGET PROJECTION					
RSL Segment Length (Mi)	RSL % of Total	RSL Range	RSL Segment Area (Sq Ft)	7 Year Cycle Cost	7 Year Cycle Road Miles/Year
130	43%	RSL 16 - 20	16850000	\$578,000	18.6
81	27%	RSL 11 - 15	10770000	\$539,000	11.6
91	30%	RSL 5 - 10	11060000	\$2,370,000	13.0
1	0.2%	RSL > 5	88000	\$107,000	0.1
303		<b>Total</b>		<b>\$3,600,000</b>	<b>43.3</b>

# ROAD MAINTENANCE PROJECTS

## Funds Dedicated to Road Maintenance

	2013		2014		2015		2016	2016
	Muni	SA6	Muni	SA6	Muni	SA6	Muni	SA6
Sub-Total	\$ 932,000	\$1,224,000	\$1,895,450	\$1,928,284	\$1,261,000	\$2,555,000	\$1,279,000	\$1,489,000
Total		\$2,200,000		\$3,800,000		\$3,800,000		\$2,800,000

	PROPOSED		RECOMMENDED		
	2017	2017	2017	2017	
	Muni	SA6	Muni	SA6	
Seal	\$ 595,000	\$ 324,000	\$ 595,000	\$ 174,008	\$145K from Muni Fund
Overlay	\$1,830,000	\$ 294,000	\$ 507,000	\$ 408,000	
Reconst	\$ 600,000	\$ 397,000	\$ -	\$ -	
Sub-Total	\$3,025,000	\$1,015,000	\$1,102,000	\$ 582,008	
Total		\$4,000,000		\$1,700,000	

## CAPITAL ROAD PROJECTS

- **Proposed Projects**

- Final Design of Jeremy Interchange/Intersection Project
  - Possible UDOT share of project in FY 2018
- Complete Planning, Environmental, Design of Silver Creek to Bitner (Not in Committee Recommendation)
- Ecker Remote Parking (Pending Sales Tax Initiative)
  
- Others will be presented in Transportation Budget by Caroline Ferris

Questions?

## STAFF REPORT

TO: Tom Fisher – County Manager  
FROM: Matt Jensen – Risk & Procurement Administrator  
DATE: October 20, 2016  
SUBJECT: Adoption of Fairgrounds Master Plan

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Pursuant to the staff presentation to Council on October 12<sup>th</sup>, the Summit County Fairgrounds Master Plan Steering Committee recommends the adoption of the Draft Master Plan (see Attachment A) as the Master Plan for redevelopment of the Summit County Fairgrounds. ***This staff report serves to respond to Council's inquiries from October 12<sup>th</sup> and provides a proposed approach for the initial Fairgrounds project delivery.***

## COUNCIL UPDATE

During the October 12<sup>th</sup> presentation, the Council asked for clarification on several items pertaining to the Fairgrounds Master Plan. As the Council considers adoption of the plan, staff and consultants offer the following answers to their inquiries:

- ***Project Phasing*** – Landmark Design has prepared a report (see Attachment B) outlining options for project phasing and costs in response to the Council's desire to expedite completion of the project in a cost effective matter. A single project approach would last two years and require the relocation of the fair for one year. A phased approach would extend construction over a three year process with a slight increase in costs for mobilization. The approach could eliminate the need to relocate the fair.
- ***Project Costs*** – In the same report, Landmark Design estimates that construction costs of Phases I through III would be in nearly \$15 million. While true value engineering will be required during the design phase, Landmark did provide a list of deferrable items (including Phase IV) that reduces the estimate by \$4 million. These items could be added later as the County sees necessary.
- ***Partner Cooperation*** – County staff is working with Coalville City, North Summit Recreation District, and North Summit School District to formalize partnerships for capital investment as well as maintenance and operations. These agreements will facilitate the funding and development of recreational activities in the Master Plan and will be presented to the Council as they are finalized.
- ***Lions Club Contributions*** – Redevelopment of the Fairgrounds will include demolishing several facilities that have been constructed by the local Lions Club. While they are aware of this and look forward to the new facilities, it might be an opportunity to recognize their contributions through the years through a plaque or monument at the new facilities.

## RECOMMENDATION

The redevelopment of the Summit County Fairgrounds is a project that is drawing public interest and support. The proposed master plan provides a visionary statement from which design and

construction will be based as refined by continuing public input and Council direction. The Steering Committee would advocate a phased approach that will avoid impacting the Fair in Coalville and include a County commitment of \$10 million to \$11 million towards the project. ***As such, it is recommended that the Council adopt the attached Draft Master Plan as the Fairgrounds Master Plan.***

ATTACHMENT A – Draft Master Plan

ATTACHMENT B – Landmark Design Phasing Consideration Report

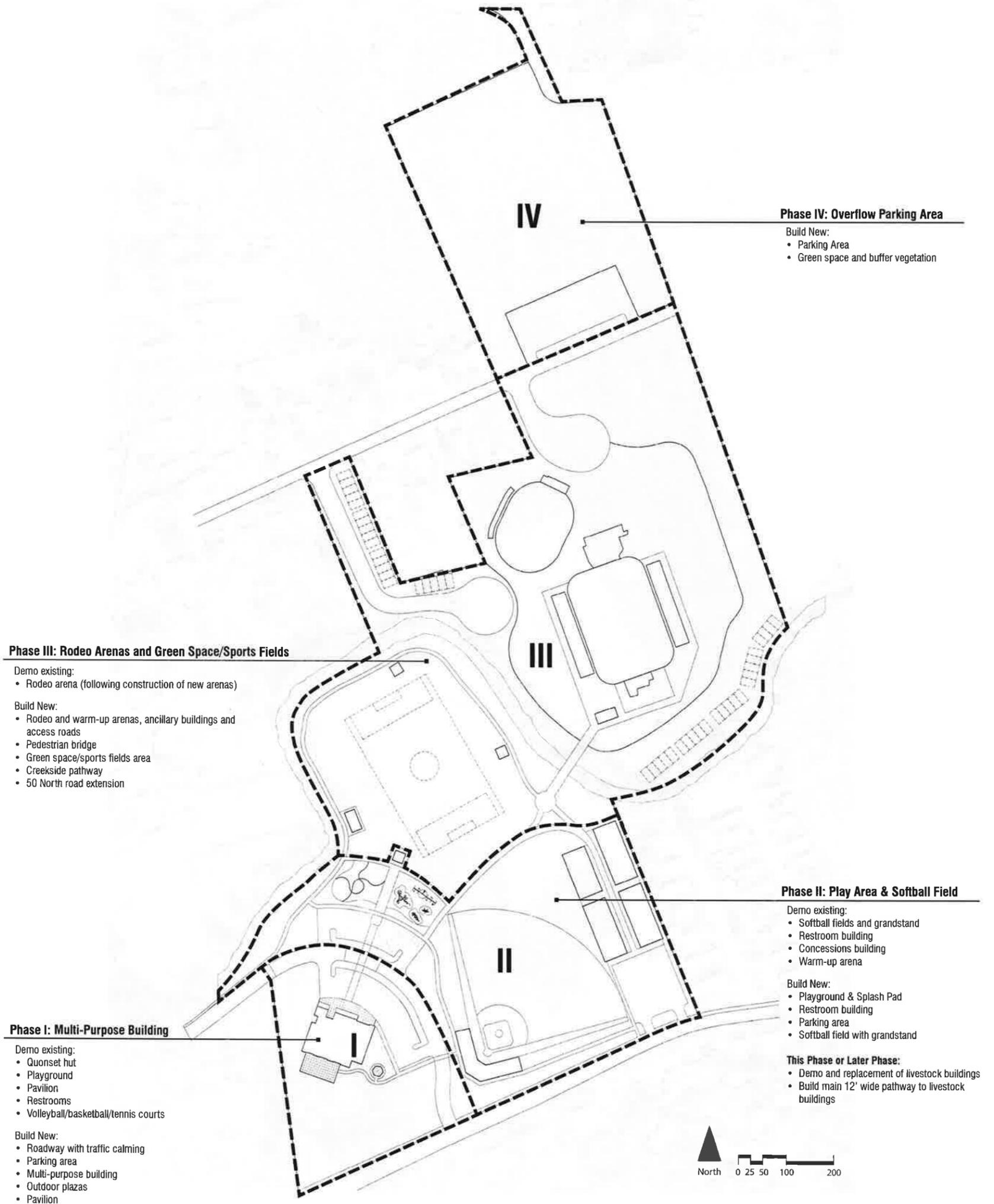
# Draft Master Plan

## Summit County Fairgrounds Master Plan



# Draft Master Plan - Potential Phasing Plan

## Summit County Fairgrounds Master Plan



# MEMORANDUM

Date: 19 October 2016

To: Matt Jensen  
Project Manager  
60 North Main / P.O. Box 128  
Coalville, Utah 84017  
435.336.3041

From: Mark Vlastic  
Landmark Design, Inc.  
850 South 400 West, Studio 104  
Salt Lake City, Utah 84101  
801.474.3300



**Landmark Design**  
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens  
850 South 400 West | Studio 104  
Salt Lake City, Utah 84101  
801.474.3300  
www.lidi-ut.com

Re: **Summit County Fairgrounds Master Plan**  
**Phasing Considerations**

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The draft Summit County Fairgrounds Master Plan has been developed over the past several months. Planning was led by the Landmark Design Team, with significant public input and direction from an Advisory Committee provided throughout the process. A number of options were considered, with the consensus vision represented in the attached Draft Master Plan.

Opinions of probable cost were developed from the earliest stages of the project, allowing the costs of the various options to be evaluated. These have been since revised and updated to reflect the costs reflected of the Draft Master Plan. A Phasing Plan has also been prepared (see attachment), which divides the project into four logical phases as summarized below:

- Phase 1 - includes a new multi-purpose building and associated roadway and parking improvements;
- Phase II - includes a new softball field, associated parking, a playground, water play area, restroom and new livestock buildings;
- Phase III - relocates the rodeo arena, associated parking, camping and roadway improvements, a new pedestrian bridge and park improvements on the former rodeo site;
- Phase IV - includes an overflow parking for rodeo participants in proximity to the new rodeo grounds.

As illustrated in the attached spreadsheets, the probable cost for developing Phases I, II and III as discrete projects are approximately \$5 million each; the cost for developing Phase IV is \$607,000. The probable cost to develop the four phases as discrete projects is 15.5 million in 2016 costs.

The attached spreadsheets also illustrate four implementation/phasing concepts, as summarized below:

**A - PHASING OPTION 1 – DEVELOP PHASES I – III AS A SINGLE PROJECT**

The opinion of cost to develop Phases I-III as a single project is \$14.7 million. This assumes that Phase IV would be implemented as a final phase.

**B - PHASING OPTION 2 – DEVELOP PHASES I, II and III AS THREE DISCRETE PROJECTS**

The opinion of cost to develop Phases I, II and III as discrete projects is \$14.8 million, or approximately \$100,00 more than implementing them as a single project. It is assumed that Phase IV would be implemented as a final phase once these phases were developed.

**C - PHASE IV DEVELOPMENT**

The opinion of cost to implement Phase IV is \$607,000. It is assumed that this project would be implemented as a final phase as part of Phasing Option 1 or Phasing Option 2. It is possible that this phase might be considered a long-term improvement once the need for overflow contestant parking has been verified.

**D - DELAYED IMPLEMENTATION OF INDIVIDUAL ELEMENTS (INCLUDING PHASE IV)**

Implementation of the project with certain items delayed until funding resources can be secured was also assessed. Items which were determined most suitable for delayed implementation include the following:

- Large Pedestrian Bridge
- Medium Pedestrian Bridge
- Gravel Parking and Rodeo Staging Area
- Two (2) 12' x 12' Picnic Shelters
- Gazebo
- Grandstand Seating
- Playground
- Water Play Area
- Park Furnishings (Benches, Trash Receptacles, Bike Racks, etc.)

As illustrated in the final spreadsheet, it is estimated that approximately \$4.1 million could be deferred through a delayed implementation approach. Assuming Phase IV is deferred and included with the other items, the total amount that could be deferred (2016 dollars) is approximately \$4.1 million (\$3.5 + \$0.6 million for Phase IV).

**TIMING AND SCHEDULING IMPACTS OF PHASING OPTIONS**

The disruption of fair events was also assessed in light of the phasing options.

The Summit County Fair is held each year in early August, leaving a short window for autumn construction prior to the onset of winter weather. This limits many construction activities. Other variables that may impact meeting cost and schedule include variables that can be gauged (such as

the size and experience of the contractor) and those which cannot (inclement weather, for example).

Our experience indicates that implementation of Phases I - III as discreet projects could possibly be completed in a single construction season, i.e. from "fair to fair" (mid-August to end of July the following year). However, it would require direction of a particularly astute contractor with adequate resources and expertise. It should be noted that completion of Phase I would likely be the most challenging of the first three phases from a timing/scheduling perspective, due to the relative complexity of constructing a multi-purpose building.

Development of the fairground as a single project is possible under two full years, assuming the contractor is able to dedicate resources accordingly. This scenario requires disruption of the fair for a one season, which would necessitate holding it at an alternate location.

*Note:*

*Summit County understands that Landmark Design has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the estimates of probable construction costs are made on the basis of professional judgment and experience. Landmark Design makes no warranty, express or implied, that the eventual bids or the negotiated cost of the future work will not vary from the estimate of probable construction cost.*

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# MINUTES

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**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
WEDNESDAY, JUNE 29, 2016  
SHELDON RICHINS BUILDING  
PARK CITY, UTAH

**PRESENT:**

**Roger Armstrong**, *Council Chair*  
**Chris Robinson**, *Council Vice Chair*  
**Kim Carson**, *Council Member*  
**Claudia McMullin**, *Council Member*  
**Tal Adair**, *Council Member*

**Tom Fisher**, *Manager*  
**Anita Lewis**, *Assistant Manager*  
**Robert Hilder**, *Attorney*  
**Kent Jones**, *Clerk*  
**Brandy Harris**, *Secretary*

**CLOSED SESSION**

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

The Summit County Council met in closed session for the purpose of discussing litigation from 12:40 p.m. to 1:45 p.m. Those in attendance were:

**Roger Armstrong**, *Council Chair*  
**Chris Robinson**, *Council Vice Chair*  
**Kim Carson**, *Council Member*  
**Claudia McMullin**, *Council Member*  
**Tal Adair**, *Council Member*

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

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

The Summit County Council met in closed session for the purpose of discussing personnel from 1:45 p.m. to 2:25 p.m. Those in attendance were:

**Roger Armstrong**, *Council Chair*  
**Chris Robinson**, *Council Vice Chair*  
**Kim Carson**, *Council Member*  
**Claudia McMullin**, *Council Member*  
**Tal Adair**, *Council Member*

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

**Council Member Carson made a motion to dismiss from closed session to discuss personnel and convene in closed session to discuss land acquisition. The motion was seconded by Vice Chair Robinson and passed unanimously, 5 to 0.**

The Summit County Council met in closed session for the purpose of discussing land acquisition from 2:25 p.m. to 2:45 p.m. Those in attendance were:

**Roger Armstrong, Council Chair**  
**Chris Robinson, Council Vice Chair**  
**Kim Carson, Council Member**  
**Claudia McMullin, Council Member**  
**Tal Adair, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Robert Hilder, Attorney**  
**Dave Thomas, Deputy Attorney**  
**Patrick Putt, Community Development Director**  
**Jeff Jones, Economic Director**

**Council Member Carson made a motion to dismiss from closed session to discuss land acquisition and convene in closed session to discuss procurement. The motion was seconded by Vice Chair Robinson and passed unanimously, 5 to 0.**

The Summit County Council met in closed session for the purpose of discussing procurement from 2:25 p.m. to 2:45 p.m. Those in attendance were:

**Roger Armstrong, Council Chair**  
**Chris Robinson, Council Vice Chair**  
**Kim Carson, Council Member**  
**Claudia McMullin, Council Member**  
**Tal Adair, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Robert Hilder, Attorney**  
**Dave Thomas, Deputy Attorney**  
**Patrick Putt, Community Development Director**  
**Derrick Radke, Public Works Director**  
**Tim Loveday**

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

The Summit County Council met in closed session for the purpose of discussing litigation from 2:45 p.m. to 2:47 p.m. Those in attendance were:

**Roger Armstrong, Council Chair**  
**Chris Robinson, Council Vice Chair**  
**Kim Carson, Council Member**  
**Claudia McMullin, Council Member**  
**Tal Adair, Council Member**

**Tom Fisher, Manager**  
**Anita Lewis, Assistant Manager**  
**Dave Thomas, Deputy Attorney**

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

## **WORK SESSION**

Chair Armstrong called the work session to order at 2:53 p.m.

- **Update on mineral lease and SRS funds; Derrick Radke and Matt Leavitt**

Finance Officer Matt Leavitt stated there are a few different funding sources for roads including the mineral lease revenues, the SRS revenues, and also the Class B Road Fund. The county has about 339 lane miles of road that they're trying to take care of. He explained a few years back they came to the County Council and said that they're underfunding these roads in maintaining them and a tax increase was needed. The Council previously passed a tax increase to help cover some of the funds that they were short in with road funding maintenance. Mr. Leavitt stated this is becoming an issue now because of the mineral lease funds and SRS funds have been cut back as a part of the sequestration by the federal government in 2013. They noticed the hit in 2015 and will probably notice the hit again in 2016 and going forward. He stated it doesn't look like any time soon the county is going to recover any of the mineral lease funds it has lost. The county was receiving around 1.2 to \$1.3 million in mineral lease funds and in 2015 we went down to about \$820,000, so that was a big hit and that's a big source of funding for the county's road projects.

Mr. Leavitt stated they can continue to spend down a little bit of the fund balance for the current year, 2016. But going forward they're going to have to figure out a plan for making up that shortfall in 2017. SRS or Title 2 funds are closely tied to those mineral lease funds. Through the sequestration of 2013 the county took another hit there. The county was getting about 70 to \$75,000 a year there and took a hit down to about \$60,000. Class B road funds is basically gas tax money. In 2015 the state went through the process through House Bill 362 and created an additional resource for counties and changed the way that the tax was collected on gas. Before, it was a fixed dollar amount for gallon. Now they've changed it to a percentage per gallon. They estimated that Summit County's increase from that change in a fuel tax would be close to \$200,000. In 2016 House Bill 60 changed the formula. That reduced Summit County's estimated revenue increase from being over \$200,000 down to about \$82,000. Mr. Leavitt stated between the different sources the county is looking at between half a million and three-quarters of a million dollar hit in road funds.

Council Member McMullin asked what the fund balance is now. Mr. Leavitt replied the fund balance for the mineral lease fund is about 1.6 to \$1.8 million. He stated the philosophy in the past has been to maintain a fund balance equaled to the estimated revenues the county receives every year. That way if something were to happen, they would have that coverage. However, the county will end up spending that down in 2015 and 2016 because of sequestration. Public Works Director Derrick Radke stated they're somewhat mitigated this year because of two projects that probably won't get done for various reasons, so this year they're probably safer. What they can budget going forward may be less than what they've done in the last two years.

Chair Armstrong asked if this puts the county back in the situation they were in in 2012 where they had to start juggling projects. Mr. Radke stated that was very likely.

Council Member McMullin asked how much the tax increase gave the county annually. Mr. Leavitt stated it gave them an increase for the municipal services funds, which was \$1.2 million total. The amount that they tried to dedicate towards roads varied year to year on needs and road projects, but the amount we were estimating to contribute to road projects was about \$700,000. Mr. Radke stated 82,000 to \$85,000 were in Service Area 6 based on that bump. Council Member McMullin asked if any of these decreases affect Service Area 6. Mr. Radke replied Class B is used on any county road and some Class B roads are used in Service Area 6, so yes.

Chair Armstrong asked if these sequestered funds are going to be released at some point or if they are gone forever. Mr. Leavitt stated from what he's been learning it doesn't look like they're coming back. He stated he has heard rumors that one county is interested in sending somebody to Washington in order to try and lobby the federal government. Chair Armstrong asked Manager Tom Fisher if a conversation can be started at the county's level to see if they can generate some interest in it, and Mr. Fisher replied "absolutely."

- **Discussion regarding Residential Refuse and Recyclables Collection Contract Extension with Republic Services; Derrick Radke, Public Works Director, Reese DeMille, Scott Mullan, Republic Services**

Reese DeMille with Republic Services stated the Council should have received the 2016 budget proposal that would go along with the five-year extension that would start July 1, 2017 and go for five years, and also the billing that would take place sometime when the county gives it the go-ahead in 2016.

Mr. DeMille stated when they ran all of their numbers they determined that the contract was not holding up with the cost, especially on the recycling side of the business with the transportation changes they had to make, the commodity changes they've had to make, and paying for contamination at the materials recovered facility in Salt Lake. So that triggered a request for a 79 cent per home per month recycling fee. Currently it's \$2.95 per home per month, so that would be 79 cents added to that starting in January 1, 2017. He stated they had originally gone to staff with a request to have that done as soon as the contract was to be extended and they came back and asked that they do that in 2017 so it could be in the budget. He stated there were some questions with regards to garbage and trash index and they tried to reach out to send some information as to why they feel the garage and trash index was a better index than the standard CPI that has been in the contract in the past. He stated they know their cost increases for the year are around 3% so they need to get closer to that if possible with some sort of floor or ceiling on that, which was discussed in their last meeting.

Chair Armstrong asked if he would explain a little bit about the state of the recycling industry and why residents would be paying the extra 79 cents. Mr. DeMille replied the commodities values have decreased significantly over the past handful of years. It costs more to do the

separation. He stated they don't separate it. They take it to a third party, but the commodity value has gone down. He explained they are a little more stringent on what can go in the recycling stream. He explained they didn't use to charge them for contamination, but now they charge for every ton of contamination in the cans. He explained they also used to be able to take the recycling down to Heber, but now the Heber recycling center stated they won't consider taking anything with more than 5% contamination, which is not feasible. So now they have to take the recycling down to Salt Lake which is a bigger cost.

Chair Armstrong asked how much of Summit County's recycling is contaminated. Mr. DeMille replied they have heard anywhere from 25 to 40%. There are certain areas that do a fantastic job and other areas that struggle. He stated part of that is lack of education, which they are working on improving the proper way to educate residents.

Insa Riepen from Recycle Utah stated there is no money in recycling at the moment. She stated it is a terrible service provided to county residents at very little cost. She stated she's very glad the county is charging for garbage and they should charge more. She stated the county should not change the size of the bin and there is way more recycling than there is garbage. Education is necessary and it starts with putting it on the bin. Every bin needs to be stamped with what goes in it. "This goes in; this does not." Same with the garbage cans, "This goes in; this does not." Cross education is right there. She stated it would also be helpful to county guests and tourists. Ms. Riepen stated she would like to see a plastic bag ban. She explained they cannot put any kind of plastic bag into the comingling system. It mucks up the entire system and they do have to shut the line down, which is very costly. She stated education is necessary and so is the ban.

Chair Armstrong stated he would like to arrange a work session with Ms. Reipen and the haulers and the recyclers so the county can plan on what we need to do to start taking steps towards that education.

## **CONSIDERATION OF APPROVAL**

- **Pledge of Allegiance**

### **Consideration and possible consent to approve a Residential Refuse and Recyclables Collection Contract Extension with Republic Services; Derrick Radke, Public Works Director Reese DeMille, Scott Mullan, Republic Services**

Vice Chair Robinson stated he would like to see the existing contract finished out and to also leave the CPI as the escalator with no floor, just the way it has been, and that the County accept the proposal and renew for five additional years beyond 7/1/17 and accept their proposal to be the county's billing and collection agency on the \$3 a month or the 36 dollars a year fee the county is charging in the amount of the 2.35 per invoice to some 18 thousand customers. He stated he would like them to work with the county to come up with what ought to be a proper label for the cans and have them at their cost put a sticker or some other instruction on all of the cans that states "this is trash, this is recycling," so it's real easy for the user to look at and understand. He stated he would like Manager Tom Fisher to work with them to refine the

contract along those terms and to forgo the efforts of having to rebid it. He stated one other suggestion he had was they continue to transition 100% of their fleet is CNG, to the extent that's practical.

Council Member Adair asked them to explain the "unavoidable costs" terminology in the contract. Mr. DeMille replied any time their costs would go up they're bound by the contract to come to the Council and say "the costs have gone up and we're going to request this," and Council can tell them if they agree to that or not. He stated they just wanted something in the contract that said if there's some uncontrollable cost they still reserve the right to come to Council to say they've got to have some leeway to charge for that.

Council Member Carson stated they need to make sure that's clear in the contract because what they have stated says, "The uncontrollable cost increases associated with the billing will be paid for by the county, period." It doesn't say "will be negotiated." She stated they need to be more specific as to what constitutes "uncontrollable."

Council asked to see a final draft before making an approval.

### **APPROVAL OF MINUTES**

MARCH 16, 2016

JUNE 1, 2016

Chair Armstrong requested that the minutes of the March 16th meeting be edited on Page 10, fourth line down, "maybe" should be two words. Page 10, eight lines down should say "GDP." Page 11, fifth line down should state "cul-de-sac." Page 11, seventh line down, "linear" is misspelled and should be corrected.

**Council Member Carson made a motion to approve the minutes of the March 16, 2016, Summit County Council meeting as edited. The motion was seconded by Vice Chair Robinson and passed unanimously, 5 to 0.**

Chair Armstrong requested that the minutes of the June 1st meeting be edited on Page 6, second paragraph from the bottom should say "govern" not "governor." Council Member Carson stated page 10, second paragraph, first sentence is an incomplete sentence and should be corrected to say "deemed appropriate" or "deemed necessary." Council members requested a transcript of the June 1<sup>st</sup> meeting be attached to the minutes in regards to the Kodiak hearing. Approval of the June 1<sup>st</sup> minutes was postponed to the next Council meeting.

### **Consideration of Supplementary Motion Re: Kodiak America LLC Appeal Decision**

This action was continued to the July 13<sup>th</sup> Summit County Council Meeting.

**Ratify the 2016 proposed tax rates pertaining to Summit County, Park City Fire Special Service District, Snyderville Basin Special Recreation District, Summit County Service Area #6, Summit County Service Area #8, Wildland Fire Service Area, Snyderville Recreation District Bond, and North Summit Fire Protection District, Michael Howard, Auditor**

Deputy Attorney Dave Thomas provided some background information regarding this issue. He stated the certified tax rates are simply the rates that are automatically computed as a result of the budgets that were passed by the county and all of its special service districts in December for this year. The only time that the certified rate would be subject to any change would be if one of those districts was proposing a tax increase and it held a truth and taxation hearing. None of them did that so these rates are basically statutorily set and come before the Council as a governing body for them to approve.

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 1010, Summit County as presented. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 1015, Multicounty Assessing and Collecting Levy as presented. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 1020, County Assessing as presented. The motion was seconded by Council Member Adair and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 4030, North Summit Fire Protection District as presented. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 4060, Park City Fire Service District as presented. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 4090, Summit County Service Area #6 as presented. The motion was seconded by Council Member Adair and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 4130, Summit County Service Area #8 as presented. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 4170, Summit County Wildland Fire Service Area as presented. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 4310, Snyderville Basin Recreation District as presented. The motion was seconded by Council Member Adair and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 6010, Municipal Type Service Area as presented. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

**Vice Chair Robinson made a motion to approve certified tax rate for Entity 6030, Snyderville Recreation District bond as presented. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.**

**Discussion and possible approval of Summit County Service Provider Professional Services Agreement by and between Summit County and Westnet, Inc., for replacement of the current Fire and Medical Alert System; Matt Jensen**

Eric Heltz stated the fire and medical response or alerting system is the system that allows the 911 dispatcher to page out first responders. He explained right now they have a very fragmented system that's old and out of date that needs to be replaced. Currently they have to do multiple processes depending on who they're dispatching, whether it's Park City Fire District or some of the paid volunteer folks on the east side. This system will allow them to use the same process to page out responders, so they don't have to use multiple systems to page out through their system. This system is automated. As soon as they know what the location of the incident is and the nature, whether it's a fire or medical, they will page the closest appropriate resource. The system automatically does that and on the back end the dispatcher will stay on line and continue to gather information from the 911 caller. This will decrease their processing time quite a bit. Currently it's about 2 minutes 30 seconds to process a medical call. This will allow almost an instantaneous dispatch of the resources to the address and they will still be able to gather the information so they can upgrade or downgrade the response as needed. The Park City Fire District is partnering with Summit County in that \$1.2 million with up to \$500,000 of funds for this project. Risk and Procurement Administrator Matt Jensen stated this is a capital project so it's under the capital improvements side of things so it's sorted out among those funds. Park City Fire Department is coming up with about \$500,000.

Council Member Carson asked how long it would be before this system was up and running. Matt Jensen replied the contract has a termination date for installation of December 31st of this year. They anticipate the actual transmitting systems that are located up on the peaks to be installed by October 31st before the weather starts impacting things. There's some equipment that will be installed in each of the fire stations and such, alerting systems for the crews that are in there, which they will be doing between October 31st and December 31st. Ultimately they plan on it being done by the end of the year, going live by January 2017.

**Council Member Carson made a motion to approve the Summit County Service Provider Professional Services Agreement by and between Summit County and Westnet, Inc., for replacement of the current Fire and Medical Alert System as presented. The motion was seconded by Council Member Adair and passed unanimously, 5 to 0.**

## **COUNCIL COMMENTS**

Council Member Carson stated the following morning a meeting on the Class B and C road funds issue created by House Bill 60 will be held. She stated the county has Matt, Tom, and Dave attending, and she will try and listen in as long as she has reception.

## **MANAGER COMMENTS**

Manager Tom Fisher stated the Art Board is going to be setting up their Inside Out Park City exhibit over the next two days, and their big launch party for that will be held Wednesday, July 6th, at 5:30. He stated it's really cool stuff that they're working on for very minimal budgets that they've gotten grants for and he is looking forward to seeing that.

Mr. Fisher stated he has been working with staff on what they know and what they're going to be able to do regarding gender neutral bathrooms in each of their buildings. They have worked out a plan for each of their buildings and are also working on the design within the new Kamas building. He stated they've got a plan for each building, if it's not already implemented.

Mr. Fisher stated he received a letter stating the county is getting a rebate back from the Utah Local Governments Trust for just under \$72,000, so that's good news in the realm of not having enough revenue.

Mr. Fisher stated the last issue he wanted to address was in regards to the possible round of RAP recreation granting this fall. He explained at the end of 2015 they had a fund balance of just under \$270,000. Moving into 2016 after their bond payment related to RAP, they probably have just above \$500,000. The question from staff was: Is that enough to make it worth it going through a grant round, or should they wait for another year to build up some more fund balance? He stated the last time they gave out just over a million dollars and it was mainly be capital projects, but they don't really know what kind of applications they're going to get this time around yet.

Council Member Carson asked if it would be possible to plan a conference with those that have applied typically in the past or just say "if you're interested in applying" to contact and schedule a time for a conference just to get an idea of what they're requesting before they go through the whole application process. She stated that would give the county an idea of whether there are projects out there they feel like would be best funded this year rather than waiting a year. Mr. Fisher stated they could do that.

## **CONVENE AS THE GOVERNING BODY OF THE PARK CITY FIRE SERVICE DISTRICT**

**Vice Chair Robinson made a motion to convene as the Governing Body of the Park City Fire Service District. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.**

The meeting of the Governing Body of the Park City Fire Service District was called to order at 4:46 p.m.

**DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 2016-10, A RESOLUTION OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, ACTING AS THE GOVERNING BODY OF THE PARK CITY FIRE SERVICE DISTRICT, APPROVING THE ISSUANCE BY THE LOCAL BUILDING AUTHORITY OF PARK CITY FIRE SERVICE DISTRICT OF ITS LEASE REVENUE AND REFUNDING BONDS, SERIES 2016 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,135,000, AND AUTHORIZING THE EXECUTION AND DELIVERY OF MASTER LEASE AGREEMENT, A CONSTRUCTION AGENCY AGREEMENT, A TAX CERTIFICATE, GROUND LEASES, AND OTHER AGREEMENTS AND DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND RELATED MATTERS; DAVE THOMAS**

Representatives on behalf of the Park City Fire District stated this is a pretty straight-forward issue regarding the refunding of some prior bonds that were issued originally though the CIV. It's all for economic savings. Also in managing the fund balances of the district and managing future cash flows, they can bond for the mechanics building and borrow some moneys at pretty low interest rates. Since they're already going through the refunding, the new money piece wasn't any additional cost to the district, and so they will do the refunding to save a lot of money and make it easy for the district. With the Council's approval they are set for closing the next day and through the bidding process, Zions Bank was the low bid and they will push for the bonds for the district.

**Board Member Carson made a motion to approve Resolution 2016-10, a Resolution of the County Council of Summit County, Utah, acting as the Governing Body of the Park City Fire Service District, approving the issuance by the local building authority of Park City Fire Service District of its lease revenue and refunding bonds, Series 2016 in the aggregate principal amount of \$4,135,000, and authorizing the execution and delivery of master lease agreement, a construction agency agreement, a tax certificate, ground leases, and other agreements and documents required in connection therewith; and related matters; consistent with all documents presented to the Council. The motion was seconded by Board Member Robinson and passed unanimously, 5 to 0.**

**DISMISS AS THE GOVERNING BODY OF THE PARK CITY FIRE SERVICE DISTRICT**

**Board Member Adair made a motion to dismiss as the Governing Body of the Park City Fire Service District. The motion was seconded by Board Member Carson and passed unanimously, 5 to 0.**

The meeting of the Governing Body of the Park City Fire Service District adjourned at 4:55 p.m.

**WORK SESSION (continued)**

- **Presentation of the 2015 Comprehensive Annual Financial Report, Ulrich & Associates**

Ulrich & Associates CPA Heather Christopherson presented the Council with the Comprehensive Annual Financial Report for the year 2015. She stated, first of all, what the county is really paying for is on page 15. That is Ulrich & Associates' Independent Auditors Report in which they look at the County's financials and make sure that they're fairly presented. Page 16 towards the top is the opinion, which is basically stating that they're giving a "clean opinion" that these financial statements are presented fairly in all material respects. She stated page 18 is the start of the management discussion and analysis. She explained Financial Officer Matt Leavitt puts that together and it's basically an analysis of the year. He also puts the financial context in year-to-year comparisons, which runs pages 18-36.

Pages 38 and 39 are the statement of net position which shows all of the primary government as it would be reported as a business. She stated they've got a few columns the governmental business type and then your component units. The governmental is really where the conversion ends up happening, so this is a report that's going to state liabilities and assets that you wouldn't normally see on the fund financial statements which are the county's operating management type statements. Vice Chair Robinson asked if the county had a decrease of some \$8 million in their net position. Ms. Christopherson replied, yes. The 8 million is the year-end, so the beginning net assets changed by \$7 million. The county had a decrease in their net position on this statement of \$7 million, and then during the year through contributions and change in the market that went up to 8 million.

### **PUBLIC INPUT**

Chair Armstrong opened the public input at 6:00 p.m.

There was no input.

### **PUBLIC HEARING AND POSSIBLE ACTION REGARDING A SPECIAL EXCEPTION FOR THE BLOOM RESIDENCE BUILDING ON SLOPES GREATER THAN 30%**

Tiffanie Northrup-Robinson, County Planner, explained this is a special exception request for slopes greater than 30% in the Snyderville Basin Development Code that is defined as a critical land, which is specifically prohibited in the county's code. This is a special exception for the Bloom/Stevenson property located at 9675 North Silver Creek Drive. The property is currently zoned hillside stewardship and is about 9.86 acres. This is located near the top of the Silver Creek area. The Silver Creek Plat B was originally platted back in 1963. It's an old subdivision consisting of 103 lots that range in size from 6 acres to over 15 acres. About a third of the grade of this parcel is at a slope grade of 30%. There are no existing improvements on the site and the applicant is proposing to build a single-family dwelling to the parcel, which is about 4300 square feet and includes a garage and some deck areas. The actual footprint is 3800, 39- square feet. The request is for a special exception from the Snyderville Basin Development Code that prohibits development in critical lands. Critical lands include slopes, flood plains, wetlands, avalanche zones, geologic hazards, and ridgeline areas. More specifically the code defines

critical slopes as land areas having slopes of 30% or greater. Ms. Northrup-Robinson presented a PowerPoint presentation which showed a slope analysis of the area.

Vice Chair Robinson asked if they have a sense for how much over 30% the slope is. Property owner Marsha Bloom stated it's about 34 to 36%. She stated she does have a site plan and it's kind of on the edge of where it goes into the 34%. Ms. Northrup-Robinson presented a photo to show where the home would be located in meeting all of the requirements, and a photo showing the approximate location as is proposed within that 30% slope area.

Staff did send out this information to service providers, including in-house service providers and some exterior service providers including Service Area 3, which is a critical input for any review of projects within the Silver Creek area. Some of the comments that they did receive back were from the Health Department. They indicated that septic tanks may not be located on slopes greater than 25%. The applicant has indicated where they are looking to put the septic tank if this is exception is grated, and they would be able to meet the requirements of the Health Department.

The Summit County Engineering Department is important for the county's review, most specifically for the driveway regarding encroachments and to make sure they meet those grades. The applicant has worked with them on both locations and can meet their grade requirements at both locations, the proposed for the special exception and alternate site as well. Scott Adams from the Park City Fire District let them know that they could meet their standards, but they will be more strict standards because of the length of the driveway and also the slopes would require turnouts and a specific turn around and they could not exceed 8% grade. That is something they would have to work additionally with the Park City Fire District to meet their standards moving forward if this is approved in their proposed location.

Staff had some concerns because they do take their environmental criteria seriously and they do have these critical areas outlined specifically to try to protect this and surrounding properties from degradation of the hillsides, potential water contamination with development on steep slopes, and also they're very hard to revegetate in these areas. They are concerned that this could be detrimental to not only this site, but to sites down the hill. The second standard would be the intent of the Development Code and General Plan would be met. The general plan and development code are very specific that meeting these standards are very important to not degrade the water quality, wildlife habitat, and also that this is quite a precedence to be granting a special exception from this criteria.

Ms. Northrup-Robinson stated the applicant does not reasonably qualify for other equitable processes. With the size of the parcel staff had a hard time finding unique circumstances to this particular parcel and there were not equitable plains that would meet that standard. This has been noticed as a public hearing. Staff has not received any public comment from this notice. They did receive a public comment that when staff noticed it as a variance.

Ms. Bloom stated they are respectfully requesting this exception because they really believe that we are able to safely and environmentally construct a home consistent with many others in Silver Creek which respects present development standards, and it possess no threat to the safety aesthetics or environment of surrounding lots, and allows them to fully realize their dream of a

premium equestrian state which is what they purchased and hoped to development. Ms. Bloom stated it is a large lot and they essentially own the hillside, and about 1/3 of it is really great for horses. She stated the middle third, which is a little bit steeper, is a beautiful home site and allows them significant separation between horses and humans, which is important to safety, hygiene, aesthetics, and density in equestrian use. Ms. Bloom stated her horses are retired school horses and they seek the sanctity and safety of an arena in a round pen. She said they looked around and talked to contractors and talked to all kinds of people who assured them what they envisioned was doable and in keeping with the characteristics of the neighborhood.

Ms. Bloom stated the Makis are their neighbors to the east, and one of their considerations is placing their home outside of their view corridor. Where the lower placement occurs it's fairly in the middle of it. She stated they are in support of this variance hoping to preserve their view. They understand the horses might be in their window but would like to have that not big garage and our house right where they're looking. She stated to the west of them is new construction on fairly steep terrain of people building a beautiful home and have gotten the clearings to do it. She stated they don't really see anybody from our proposed location. She stated as they drive through town that there are places built on much steeper grades than 30 degrees, steeper than theirs. Ms. Bloom presented photos of other properties in the area which they believe are steeper than a 30% grade. She stated in their case there are certainly places to build on the lower flatter terrain, but that doesn't allow them to develop adequate horse facilities for even two horses.

Ms. Bloom stated their rationale is to preserve the view corridors and game trails, maintain the rural feeling and density development integrity relative to horses and humans. She stated the Snyderville Basin Development Code stresses again and again the equestrian and rural nature of Silver Creek, and they are very much hoping to not only preserve that but to enhance it and add to aesthetics and to get along with their neighbors.

Ms. Bloom stated they have approached their neighbors, described what we wanted to do, ask them how they felt and asked for their respectful oppositions, their concerns. She stated they have continued to meet with the county. The process began in October of 2015 with the plat amendment and we have been hoping to break ground and build this house for a very long time, and it's been expensive to get the slope analysis and repeated engineering, but it's worth it to them. She stated they are really putting everything they have into this home and want to be the very best members of the community and the county.

Chair Armstrong opened the public hearing.

County resident, Jeff Maki, stated he is the neighbor that Marsha previously referred to. He stated both Marsha and Tiffanie have described the issue at hand and he would like to show his support and to validate what Marsha has said in that they support her endeavor. He stated they have kept them informed every step of the way and are looking forward to being neighbors with them when they move in.

Vice Chair Robinson stated that all sounds great except for one thing, and that is that they have this 30% slope restriction and it's very difficult to say, "Well, you know, you bought a lot in good faith that it was promoted to be a premium horse lot," because what that means is really immaterial to the county. The issue is the Council then saying the rule of 30% doesn't apply in

this case. Vice Chair Robinson stated as much as he'd like to see their dreams fulfilled, it's hard to say they're just going to forget the rule. He stated with respect to their neighbor's lot, it appears to him that his home is many, many feet higher and he's going to look right over wherever Ms. Bloom puts her house and it's not like they will be blocking his view.

Ms. Bloom stated she understood the 30% grade represents a hazard and run-off issues for the lots below, but in their case they're uniquely situated and it really does not. She stated the Summit County general plan describes the Silver Creek neighborhood continue "mostly residential and equestrian uses on large existing subdivided lots. Additionally the plan refers to the equestrian as open nature, the need to develop in favor of equestrian usage and maintenance of low density residential status." She stated in order for them to benefit and keep with that standard and in order to spread development out and have a less dense appearance and preserve the equestrian use of the area as it is one of few that is left, it just made sense to at least ask.

Vice Chair Robinson stated he was very sympathetic but he just didn't know how to make it happen. Chair Armstrong stated we've really tried to make sure that the code is upheld and standardized, and these special exceptions are really intended to address areas of equity where there's something that's so unequitable that the only choice is to grant a special exception. He stated it's really got to satisfy all four of those criteria, and in this case staff has told the Council it fails on three out of four, so it's very difficult to get there without throwing the door open to avoid situations where somebody can come in and say, "But you gave it to her. Why didn't you give it to me?" That's too much discretion. He said they really do have to check the boxes on the criteria and make sure they're met.

Council Member Carson stated her my biggest concern with her preferred placement is the driveway cut with that steep of a grade and making it meet the fire department's standards. It's going to create an incredible scar across that hillside.

Council Member McMullin stated when they created this vehicle called a "special exception," they did so to address extraordinary circumstances or where someone is in such a situation that it's only equitable for the county to help them out of the situation. She stated this is exactly not why we created a special exception. Council Member McMullin stated the county has a 30% rule and there is no set of circumstances that were imposed on Ms. Bloom. She would prefer to move it into the 30%, and that's exactly in her opinion why they do not grant special exceptions in these circumstances because she doesn't think it's extraordinary and she doesn't think there's an issue of equity involved at all.

Chair Armstrong closed the public input at 6:38 p.m.

**Council Member McMullin made a motion to deny the Special Exception request for Parcel SL-B-198-AM in Silver Creek. The motion to deny was seconded by Council Member Adair and passed, 5 to 0.**

The County Council meeting adjourned at 6:40 p.m.

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*Council Chair*, Roger Armstrong

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*County Clerk*, Kent Jones

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# MINUTES

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**SUMMIT COUNTY**  
**BOARD OF COUNTY COUNCIL**  
**MONDAY, OCTOBER 17, 2016**  
**4134 NORTH COOPER LANE**  
**PARK CITY, UTAH**

**PRESENT:**

**Roger Armstrong, Council Chair**

**Chris Robinson, Council Vice-Chair**

**Talbot Adair, Council Member**

**Tom Fisher, Manager**

**Dave Thomas, Deputy Attorney**

**Jami Brackin, Deputy Attorney**

**Kent Jones, Clerk**

**Pat Put, Community Development Director**

**SITE VISIT RELATING TO THE APPEAL OF GRADING PERMIT AT THE**  
**CONYONS GOLF COURSE, HOLE 11**

Council Members Armstrong, Robinson, and Adair met at 9:00am for a site visit relating to the appeal of the grading permit at The Canyons golf course, hole 11 as a follow-up from the previous council meeting. Chair Armstrong stated that no legal opinions or arguments were going to be heard at this time but the Council wanted to see the location and consider what factors may be clearly applied in order to make a final decision at the next scheduled meeting. Also present were homeowners, Doug Clyde, and Spencer White to answer any questions posed. No action was taken or motions made.

All other business being completed, the Council dismissed at 10:10am.

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Roger Armstrong, *Council Chair*

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Kent Jones, *Clerk*



## MEMORANDUM

**To:** Summit County Council  
**From:** Jennifer Strader, Senior Planner  
**Date:** October 5, 2016  
**Mtg. Date:** October 26, 2016  
**Subject:** Water Concurrency Code Amendments

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On September 28, 2016 the Summit County Council (SCC) conducted a public hearing on proposed amendments to the Snyderville Basin Development Code regarding water concurrency. It was the decision of the SCC to continue the public hearing with direction to Staff to draft language for a signature block on subdivision plats for water suppliers to be a certification of their commitment to provide water service.

Since that meeting, Staff met with the County Manager, Health Department Director, and members of the County Council and is recommending the following language (in blue):

### **10-3-14: Final Subdivision Plat Submission Requirements**

q. Signature blocks prepared for the dated signatures of the chairpersons of the commission and of the county manager, and of the county recorder, county engineer, county attorney, Rocky Mountain Power, Questar Gas (when applicable), Snyderville Basin special recreation district, Park City fire district, Snyderville Basin water reclamation district, and the applicable water service provider. A signature block shall also be provided for the county assessor indicating that all taxes, interest and penalties owing to the land have been paid. The signature of a service provider on a final subdivision plat signifies that service provider's obligation to provide such services to the subdivision lots consistent with its rules, regulations, policies and procedures.

### **10-3-15: Final Site Plan Submission Requirements**

8. Signature blocks prepared for the dated signatures of the chairpersons of the commission and of the county manager, and of the county recorder, county engineer, county attorney, Rocky Mountain Power, Questar Gas (when applicable), Snyderville Basin special recreation district, Park City fire district, and Snyderville Basin water reclamation district. A signature block shall also be provided for the county assessor indicating that all taxes, interest and penalties owing to the land have been paid. The signature of a service provider on a final site plan signifies that service provider's obligation to provide such services to the property consistent with its rules, regulations, policies and procedures.

Ordinance 861 is attached which includes the above language as well as the language recommended by the Snyderville Basin Planning Commission and provided to the SCC for the September 28, 2016 public hearing.

If you should have any questions or concerns, please feel free to contact me.

**SUMMIT COUNTY, UTAH  
ORDINANCE NO. 861**

**WATER CONCURRENCY**

**PREAMBLE**

**WHEREAS**, the Summit County Council (the "Council") recognizes that the health, safety and welfare of the inhabitants of Summit County (the "County") depends, in large part, upon the availability of drinking water and the reliability of Water Suppliers; and,

**WHEREAS**, drought conditions have historically, and at times, resulted in water source deficiencies and/or some degradation of water quality within some Snyderville Basin (the "Basin") water systems, which has thereby affected the ability of some water systems to provide adequate water service to existing connections or to permit new connections to be made to the water systems; and,

**WHEREAS**, the use of water concurrency regulations has become a common practice in land use regimes in order to protect against drought, Strachan A., Concurrency Laws: Water As a Land-Use Regulation, 21 Journal of Land, Resources and Environmental Law 435 (2001); Arnold, Wet Growth: Should Water Law Control Land Use? (Environmental Law Institute, Washington, D.C. 2005); and,

**WHEREAS**, the County adopted an emergency Ordinance No. 385, on May 15, 2000, known as the Water Concurrency Ordinance, which imposed temporary zoning regulations in the Snyderville Basin Planning District that tied development approvals and the issuance of building permits to the availability of water, and the County has subsequently adopted Ordinances Nos. 400, 415, 415a, 436 and 525, perpetuating the concurrency requirement of the temporary zoning ordinance (together, the "County Water Concurrency Program"); and,

**WHEREAS**, the County Water Concurrency Program was upheld by the Utah Court of Appeals in the case of Summit Water Distribution Company v. Mountain Regional Water, 108 P.3d 119 (Utah App. 2005) ("We find nothing in the Utah Code that expresses either an explicit or implicit intent to preempt local attempts, like Summit County's, to regulate water. Neither do we find Ordinance No. 436 to be in conflict with State water law. In fact, section 19-4-110 of the Safe Drinking Water Act indicates that the legislature expressly allowed for local control over water supply systems"); and,

**WHEREAS**, the Western Summit County Project Master Agreement by and between the Weber Basin Water Conservancy District, Park City Municipal Corporation, Park City Water Service District, Mountain Regional Water Special Service District, Summit Water Distribution Company, Snyderville Basin Water Reclamation District and Summit County, dated June 26, 2013, (the "Weber Basin Project") was enacted to assist in resolving water concurrency problems within the Basin; and,

**WHEREAS**, the Summit County Board of Health (the “Board of Health”) has promulgated detailed water concurrency regulations designed to protect the health of citizens of the County, the which are intended to replace the County Water Concurrency Program; and,

**WHEREAS**, Weber Basin Water Conservancy District (“Weber Basin”) has indicated that the water concurrency regulations promulgated by the Board of Health are beneficial to Weber Basin and serve as a useful auditing tool to the Weber Basin Project; and,

**WHEREAS**, the Council strongly believes that new growth should not occur unless the Water Supplier who will serve the new growth can demonstrate that it has and will have the ability to develop the physical water resources to provide the anticipated service; and,

**WHEREAS**, the Council believes that development permits should not be issued for new construction unless the physical water supply then currently exists to serve the new connection, and that once a commitment for service is given by a Water Supplier that it should be irrevocable to protect the property owner's ability to obtain water service and to preserve the marketability of the property; and,

**WHEREAS**, it is therefore in the best interests of the County to continue to have subdivision plat approvals and the issuance of building permits conditioned upon compliance by Water Suppliers with the water concurrency regulations promulgated in the Summit County Code of Health by the Board of Health; and,

**WHEREAS**, these land use regulations are not inconsistent with the rules promulgated by the Utah Drinking Water Board pursuant to Utah Code Ann. (“UCA”), Title 19, Chapter 4; and,

**WHEREAS**, the Council finds that compelling public interests necessitate the continued regulation of land use development permits to ensure adequate water source capacity and water quality;

**NOW, THEREFORE**, the County Council of the County of Summit, State of Utah, ordains as follows:

**Section 1.**     **Amendment.** Water and Water Supply, Title 10, Chapter 4, Section 5 of the Summit County Code; Final Subdivision Plat Submission Requirements, Title 10, Chapter 3, Section 14 of the Summit County Code; Final Site Plan Submission Requirements, Title 10, Chapter 3, Section 15 of the Summit County Code; and Chapter 11 of the Summit County Code, which is published as a code in book form, is adopted and amended in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the County Clerk.

**Section 2. Repeal.** Water Banking and Concurrency, Title 10, Chapter 10 of the Summit County Code, is hereby repealed in its entirety.

**Section 3. Severability.** If, for any reason, any part, term, or provision of this Ordinance is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and such shall thereafter be construed and enforced as if the Ordinance did not contain the particular provision held to be invalid.

**Section 4. Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

SUMMIT COUNTY COUNCIL

\_\_\_\_\_  
Kent Jones  
Summit County Clerk

\_\_\_\_\_  
Roger Armstrong, Chair

APPROVED AS TO FORM

\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Carson	_____
Councilmember Robinson	_____
Councilmember Adair	_____
Councilmember Armstrong	_____
Councilmember McMullin	_____

## EXHIBIT A

### **10-3-14: FINAL SUBDIVISION PLAT SUBMISSION REQUIREMENTS:**

10-3-14(B)(4)(q)

Signature blocks prepared for the dated signatures of the chairpersons of the commission and the county manager, and of the county recorder, county engineer, county attorney, Rocky Mountain Power, Questar Gas (when applicable), Snyderville Basin special recreation district, Park City fire district, Snyderville Basin water reclamation district, and the applicable water service provider. A signature block shall also be provided for the county assessor indicating that all taxes, interest and penalties owing to the land have been paid.

[The signature of service providers on a final subdivision plat signifies that service provider's obligation to provide such services to the subdivision lots consistent with its rules, regulations, policies and procedures.](#)

### **10-3-15: FINAL SITE PLAN SUBMISSION REQUIREMENTS:**

10-3-15(B)(8)

8. Signature blocks prepared for the dated signatures of the chairpersons of the commission and of the county manager, and of the county recorder, county engineer, county attorney, Rocky Mountain Power, Questar Gas (when applicable), Snyderville Basin special recreation district, Park City fire district, and Snyderville Basin water reclamation district. A signature block shall also be provided for the county assessor indicating that all taxes, interest and penalties owing to the land have been paid. [The signature of a service provider on a final site plan signifies that service provider's obligation to provide such services to the property consistent with its rules, regulations, policies and procedures.](#)

### **10-4-5: WATER AND WATER SUPPLY:**

A. Site Plan Required: The developer shall submit a ~~site~~ Site plan-Plan prepared by a professional engineer showing the property boundary with topography, possible home locations, and the proposed ~~roads~~ Roads and driveways. A construction cost opinion to serve the proposed ~~development~~ Development with a community water system serving all ~~lots~~ Lots, and a cost opinion of individual water systems will be prepared and submitted to the ~~county~~ County for review.

B. Clustering; Central System: Clustering of homes should be considered and may be beneficial in rural and lower density developments. Clustering allows for reduced infrastructure of ~~roads~~ Roads, driveways and water and sanitary sewer systems when compared with sprawl developments. Clustering may promote the visual integrity of ~~development~~ Development as viewed from within the ~~development~~ Development. The construction of a central community

water system is encouraged to provide more effective water resources in case of wildfire. If clustering of homes is not achievable in rural developments, individual wells, storage tanks and fire suppression systems for each individual lot will be reviewed and considered by the [PCFSD Fire District](#). Consideration should be given to tying into a neighboring community water system if one exists. Water supply and water infrastructure shall be in place and serviceable prior to any combustible construction taking place.

C. Community System ~~t~~To Serve All Lots ~~w~~With Centralized System:

1. Water Distribution Lines: The minimum size of main lines for any system will be eight inches (8") in diameter and will be sized larger if flows and velocities dictate.

2. Water Storage:

a. Residential Indoor Storage: Water storage shall have a capacity of four hundred (400) gallons per equivalent residential connection for indoor use.

b. Irrigation Storage: Most of the Snyderville Basin falls within zone 2, ~~irrigation~~-[Irrigation](#) crop consumptive use zone. This zone requires one thousand eight hundred thirteen (1,813) gallons of storage for each irrigated acre.

3. Water Source Delivery Capacity:

a. Indoor Sources: Sources must be capable of providing eight hundred (800) GPD/equivalent residential connection for indoor use. The water supplier must possess, and provide to the county, documentation which grants the legal right to the required amount of water.

b. Irrigation Source: Within the irrigated crop consumptive use \_ zone 2, the source must be capable of providing 2.80 gallons per minute per irrigated acre. Where an engineer, developer or water supplier claims that there will be no outside use of water (e.g., in a summer home development) documentation, typically a copy of the ~~restrictive~~-[Restrictive covenants](#)-[Covenants](#) and a note on the recorded ~~plat~~[Plat](#), must be provided to prove the legal means exist to restrict outside use.

c. Source Protection: Concentrated sources of pollution should be located as far as possible from all culinary well sources. To ensure that protection is available, the water supplier must either own the protection zone and agree not to locate or permit concentrated sources of pollution within it or, if the water supplier does not own the land in question, he must obtain a land ~~use~~-[Use](#) agreement with the owner of the land by which the landowner agrees not to locate or permit "concentrated sources of pollution" within the protection zone.

d. Binding Restriction: In both of these above situations, the restriction must be binding on all heirs, successors and assigns. The land ~~use-Use~~ restriction must be recorded with the property description in the ~~county~~ County recorder's-Recorder's office. Copies of this recording must be submitted to the division of drinking water for review.

e. Publicly Owned Lands: Publicly owned lands containing protection zones need not be recorded in the recorder's office. However, a written statement must be obtained from the administrator of the land in question. This statement must meet all other requirements with respect to the establishing of a protection zone as described in this section.

4. Water Line Burial: Water lines shall be buried a minimum of six feet (6') deep unless elevation dictates deeper burial.

D. Individual Water Systems ~~o~~On Each Lot:

1. Water Source:

a. Source Identification: Prior to preliminary approval by the ~~county~~County, a source, or sources, of water to the proposed project must be identified. The developer must submit information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of one or more test wells as determined by a qualified geotechnical engineer. Well logs will be submitted to the ~~county~~County identifying the depth and yield of the well. The source must be consistently available at sufficient quantities to supply domestic and ~~irrigation-Irrigation~~ needs according to state regulations. In all cases a well, or wells, of sufficient capacity at each proposed building location will be required prior to building permit issuance. Language shall be included on the final recordation ~~plat-Plat~~ and within the project's CC&Rs that identifies the process for obtaining a building permit as it is related to water rights and well drilling confirmation. A water right and associated well permit will remain with the ~~lot-Lot~~ and is not transferable.

b. Source Protection: Concentrated sources of pollution should be located as far as possible from all culinary well sources. To ensure that protection is available, the water supplier must either own the protection zone and agree not to locate or permit concentrated sources of pollution within it or, if the water supplier does not own the land in question, he must obtain a land ~~use-Use~~ agreement with the owner of the land by which the landowner agrees not to locate or permit "concentrated sources of pollution" within the protection zone.

c. Binding Restriction: In both of these above situations, the restriction must be binding on all heirs, successors and assigns. The land ~~use-Use~~ restriction must be recorded with the property description in the ~~county~~ County recorder's-Recorder's office. Copies of this recording must be submitted to the division of drinking water for review.

d. Publicly Owned Lands: Publicly owned lands containing protection zones need not be recorded in the recorder's office. However, a written statement must be obtained from the administrator of the land in question. This statement must meet all other requirements with respect to the establishing of a protection zone as described in this section.

E. ~~Water System~~ Concurrency Management:

~~1. All water systems shall meet the availability, distribution and delivery system, capacity, storage, design and construction requirements of the state division of drinking water and such approval shall be provided before final subdivision plat, final site plan, conditional use, or low impact permit approval.~~

~~2. Legal rights to the proposed water source shall be certified in writing by the state division of water rights and shall be provided before final subdivision plat, final site plan, conditional use, or low impact permit approval. The county shall not accept an application or certificate that has lapsed, expired or been revoked by the state engineer.~~

~~3. Willing-to-Serve Letter Required Prior to Development Permit Approval. Prior to approval of a Development Permit, a Water Supplier shall issue a Willing-to-Serve Letter in a form prescribed by the Summit County Board of Health to the applicant of a Development Permit, indicating the Water Supplier's willingness to provide water service to the Development and stating that in accordance with the Code of Health it either presently has or it will have, available water rights, source capacity, reserve capacity, system capacity and storage capacity required to provide the service at the pressure, volume and quality required by the Division of Drinking Water regulations and the Code of Health in time to meet the projected demand. Evidence of coordination with the private or public water service provider, including an agreement for service, service commitment letter, or other binding agreement for the provision of water shall be provided before final subdivision plat, final site plan, conditional use, or low impact permit approval.~~

~~4. Commitment of Service Letter Required For Building Permit. Applicants must obtain a Commitment-of-Service Letter as prescribed by the Summit County Code of Health from the Water Supplier providing drinking water service as a precondition to issuance of a building permit. The Commitment-of-Service Letter shall be issued in consideration of and within five (5) working days of the applicant's payment of the Water Supplier's impact fees or connection fees.~~

~~A certificate of convenience and necessity or an exemption therefrom, issued by the state public service commission, for the proposed water supplier, including an indication of the service area of the proposed water supplier, shall be provided prior to permit approval.~~

5. Individual water systems, which may be permitted by the ~~county~~County, shall only be permitted in mountain/remote areas designated on the land ~~use~~Use plan

| map and in areas where there are appropriately sized lots for which a community system is not feasible. (Ord. 708, 12-10-2008)

DRAFT

# Chapter 10

## WATER BANKING AND CONCURRENCY

### 10-10-1: TITLE:

### 10-10-2: APPLICABILITY:

### 10-10-3: DEFINITIONS:

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### 10-10-5: INTERCONNECT ALL WATER SYSTEMS AND CREATE WATER BANK OF EXISTING SURPLUS SOURCE CAPACITY:

### 10-10-6: CREATION OF WATER BANK TO SHARE EXISTING SURPLUS CAPACITY:

### 10-10-7: USE OF BANKED WATER TO PROVIDE SERVICE TO EXISTING CONNECTIONS, NEW CONNECTIONS ON PLATTED LOTS AND NEW DEVELOPMENT PLATS:

### 10-10-8: WILLING TO SERVE LETTERS, COMMITMENT OF SERVICE LETTERS AND ISSUANCE OF BUILDING PERMITS:

### 10-10-9: RENTED BANKED WATER TO BE WHEELED THROUGH EXISTING PIPELINE NETWORKS THROUGH COOPERATIVE AGREEMENTS AMONG WATER SUPPLIERS:

### 10-10-10: WATER SUPPLY/DEMAND STUDY SUBMITTED ANNUALLY:

### 10-10-11: PLAT NOTE ELIMINATED; ANNUAL REVIEW AND FEASIBILITY REPORT:

### 10-10-12: WATER CONCURRENCY ADVISORY BOARD:

### 10-10-13: INTERIM OPERATING RULES PENDING FULL IMPLEMENTATION:

### 10-10-14: CONSERVATION REQUIREMENT:

### 10-10-15: ENFORCEMENT:

### 10-10-1: TITLE:

This chapter shall be known and may be cited as the *SUMMIT COUNTY WATER BANKING AND CONCURRENCY ORDINANCE*. (Ord. 708, 12-10-2008)

### 10-10-2: APPLICABILITY:

This chapter applies to all unincorporated areas of the county within the Snyderville Basin planning district, plus the geographical area of the promontory development and property and to all public drinking water systems, including all shareholder owned mutual water companies, regulated public utilities or governmental entities, and applies to all surface and ground water sources of drinking water. This chapter does not apply to small water systems having less than fifteen (15) full time service connections or to individually owned drinking water wells serving a single residence. (Ord. 708, 12-10-2008)

### 10-10-3: DEFINITIONS:

The following defined terms are used throughout this chapter:

AUDIT: A detailed review and investigation of a water supplier's water source production and water quality records, metered use records, and any and all files relating to the water supplier's compliance with the requirements of this chapter and the regulations of the DDW.

~~AVERAGE YEARLY DEMAND: The quantity of water required by DDW regulations to be delivered to a consumer by a water supplier during a typical year expressed in acre-feet.~~

~~CERTIFY: A report from the district engineer to the Summit County director of health containing the district engineer's recommendation for approval or rejection of a water supplier's supply/demand study, based upon the district engineer's review and evaluation of the data submitted by the water supplier.~~

~~COMMITMENT OF SERVICE LETTER: An irrevocable, contractual commitment in letter form issued by a water supplier to a customer, in consideration for payment of the water supplier's impact or connection fees. A customer must have a commitment of service letter as a condition to the issuance of a building permit.~~

~~CUSTOMER: The customer is a lot owner or other consumer of water through a culinary water distribution system operated by a water supplier, and whose name appears on the commitment of service letter required by this chapter.~~

~~DEQ: The department of environmental quality of the state of Utah.~~

~~DDW: The division of drinking water of the department of environmental quality of the state of Utah.~~

~~DIRECTOR OF HEALTH: The director of the Summit health department, under the direction of the Summit County board of health, or his or her designee.~~

~~DISTRICT ENGINEER: A licensed professional engineer meeting all of the necessary qualifications of a DDW staff engineer, who may be hired and employed by the DEQ or may be an independent contractor hired by DEQ to fill this position, and assigned specifically to Summit County by means of an interlocal agreement between the DEQ and the county, as authorized by Utah Code Annotated, section 11-13-101 et seq. The district engineer's duties shall include, but are not limited to, enforcement of DDW regulations and providing technical assistance to the county in the review of supply/demand studies and supporting the county in the implementation of this chapter. The district engineer's duties may be performed by an alternate district engineer to be designated by the county, when the district engineer is on vacation or otherwise unavailable. The district engineer may perform such other duties relating to areas of jurisdiction of the DEQ as may be agreed to by the county and DEQ by interlocal agreement.~~

~~EQUIVALENT RESIDENTIAL CONNECTION (ERC): A term commonly used to evaluate service connections to consumers other than the typical residential domicile. Public and private water system management is expected to review metered drinking water volumes delivered to nonresidential connections and estimate the equivalent number of residential connections that these represent. All source capacity data (including residential connections) are ultimately reduced to the ERC common unit for equal treatment and comparative statistics. This information is finally utilized in evaluation of the system's source, storage and delivery capabilities. A typical ERC in Summit County uses approximately one thousand two hundred (1,200) gallons per day for peak day demand; however, the ERC may vary from water system to water system, in recognition of the differences in topography, elevation, average lot sizes, types of vegetation, and exposure, all of which affect outside water use requirements.~~

~~EXISTING LOTS OR DEVELOPMENT: Any building lot or development for which a completed application for development or site plat approval had been submitted to Summit County on or before March 13, 2001.~~

~~MRWSSD: Mountain regional water special service district, a political subdivision of the state of Utah, providing water services throughout the Snyderville Basin of Summit County, Utah.~~

~~NEW DEVELOPMENT: Any development project for which a completed application for a development plat approval was filed with the Summit County planning department after March 13, 2001.~~

~~PEAK DAY DEMAND: The amount of water delivered to a consumer by a water supplier on the day of highest consumption, generally expressed in gallons per day (gpd), or gallons per minute (gpm), averaged over a peak day. Water systems are sized to deliver the peak day demand and fire flows to each customer on the system.~~

~~PEER REVIEW: Anonymous technical review of a water supplier's supply/demand study, and other related water supplier records maintained pursuant to this chapter, performed by a qualified independent expert. The peer review may include, but is not limited to, water supply/demand studies, water quality, water source performance data, system and storage capacity, a rerating of water sources, water rights, and water conservation programs.~~

~~PROJECT OR DEVELOPMENT: The project or development to receive water service from a water supplier, whether residential or commercial in nature.~~

~~SMALL WATER SUPPLIER: A water supplier serving fewer than fifteen (15) connections and more than one.~~

~~SOURCE CAPACITY: The quantity of water required by the DDW regulations to meet the peak daily demand in gallons per minute (gpm) and average yearly volume in acre-feet per year from a DDW approved water source for an ERC, factoring indoor culinary use, outdoor irrigation use, and any other beneficial use of water such as livestock water, snowmaking or industrial use. The calculations will be broken into zones or subdistricts within a water system where multiple sources serve multiple or distinct (normally unconnected) service areas. This definition applies to all ground water sources (including wells, springs or tunnels), as well as treated and untreated surface water sources.~~

~~SUPPLY/DEMAND STUDY: An annually updated study, as is further defined in section 10-10-10 of this chapter, detailing the currently available water rights, water source capacity, reserve source capacity, storage capacity, system capacity, the current number of service connections, outstanding commitment for service letters and other system demands, any surplus capacity, and the number of new ERCs the water supplier can serve with this surplus capacity. The supply/demand study will also include a rolling five (5) year forecast of anticipated new service connections and other system demands, and a financial and capital improvement plan to meet the forecasted demands. The supply/demand study shall also include a one page executive summary page, in accordance with subsection 10-10-10B4 of this chapter, summarizing all relevant data for ease of review by the public.~~

~~SURPLUS CAPACITY: Existing source capacity in excess of any reserve requirements for drought and emergency needs mandated by DDW regulations or by this chapter, and in excess of that quantity of water required by DDW regulations to meet the service demands of the water supplier's existing customers, any outstanding commitments for new service, or other demand obligations as identified in the water supplier's annual supply/demand study.~~

~~SYSTEM CAPACITY: The water supplier's water distribution system infrastructure, including the hydraulic capacity of its pipelines, pumping and treatment facilities, storage facilities and other related facilities to deliver the required drinking water to the end customer.~~

~~WCAB: The water concurrency advisory board. An advisory board appointed by the county manager to help ensure that quality drinking water, irrigation water, and snowmaking water~~

and water for other beneficial uses will be available to all citizens of the Snyderville Basin.

**WATER SUPPLIER:** Any public or private water system, with fifteen (15) or more full-time connections to its water distribution system, whether public or private, providing wholesale or retail water service, including areas served by municipalities outside of their corporate boundaries. "Private or public", as used in this chapter, means profit or nonprofit, regulated or nonregulated by the public service commission, including all mutual water systems or public systems of any nature with fifteen (15) or more full-time occupancy service connections. Weber Basin water conservancy district is exempt from regulation by this chapter; however, those water suppliers purchasing water under contract from the Weber Basin water conservancy district must comply with this chapter.

**WILLING TO SERVE LETTER:** A letter issued by a water supplier on a standard county issued form to a developer of a project or development, indicating that the water supplier will provide water service to the project or development; provided, that the developer complies with all of the rules and regulations of the water supplier for the receipt of water service. (Ord. 708, 12-10-2008)

#### **10-10-4: INTERLOCAL COOPERATION AGREEMENT:**

The county will enter into an interlocal cooperation agreement as authorized by Utah Code Annotated, section 11-13-101 et seq., with the DEQ for the employment of a district engineer by July 1, 2001, or as soon thereafter as the position can be funded and staffed pursuant to the interlocal cooperation agreement. The district engineer may be a contract employee of the DEQ. The county may hire a consulting engineer to perform these services as the interim district engineer, under the interim rules enacted by this chapter, who will serve until such time as the department of environmental quality staffs the district engineer position. It is the intent of this chapter that the district engineer be either a DEQ employee or an independent contractor employee of DEQ, whose sole employment is as district engineer to serve the needs of Summit County as per the interlocal cooperation agreement.

**A. County To Provide Funding:** The county will provide ongoing funding throughout the term of the agreement, and any extensions thereof, to employ the district engineer, including salary, benefits and reasonable expenses. The county will also provide the district engineer an office within the county health and/or planning departments, or at such other location as the county determines, and will provide all required support services for the district engineer.

**B. Fee To Be Imposed:** The county may charge an annual fee to all water companies regulated by this chapter, in an amount to be determined by the county council from time to time, to equitably and proportionately defray cost of the district engineer. The annual fee will be determined based upon ratio of the number of connections being served in each regulated water supplier divided by the total number of connections being served by all regulated water suppliers in each year. The county may also charge an impact fee to new development to proportionately offset the costs of the district engineer.

**C. Tasks To Be Negotiated:** The specific tasks to be performed by the district engineer shall be set forth in the interlocal cooperation agreement to be negotiated by the county and DEQ. Generally, the district engineer shall enforce DDW regulations, and decisions of the district engineer relating to DDW regulations may be appealed to the drinking water

board created under Utah Code Annotated, section 19-4-103. In addition, the district engineer will provide the county technical assistance in the review and certification to the county director of health of the annual supply/demand study required by this chapter. The district engineer will make his or her recommendations relating to the supply/demand study to the county director of health, whose decision is the final county action. The decision of the director of health may be appealed as provided by law. The district engineer may also perform other DEQ tasks, such as enforcement of water quality regulation and work in other areas within the jurisdiction of the DEQ that are of concern to the county. To the extent the district engineer performs tasks in addition to those related to drinking water, the costs shall be paid separately by the county and will not be charged to the regulated water suppliers under this chapter. (Ord. 708, 12-10-2008)

### **~~10-10-5: INTERCONNECT ALL WATER SYSTEMS AND CREATE WATER BANK OF EXISTING SURPLUS SOURCE CAPACITY:~~**

~~A. Connection Of Water Suppliers' Systems: To the extent legally and physically possible, the existing water distribution systems within the Snyderville Basin will be interconnected to facilitate the transfer of banked water, as well as emergency deliveries of water to maintain fire flow storage and for public health and safety purposes.~~

~~B. MRWSSD To Make Physical Connections: The MRWSSD will make the physical interconnections in accordance with plans and specifications approved by the district engineer and DDW regulations. Any such interconnection shall be subject to the inspection and approval of the water suppliers whose systems are being interconnected.~~

~~C. Allocation Of Costs Of Interconnections: The MRWSSD may pass the cost of the interconnections onto all water suppliers who participate in the water bank as a cost of gaining access to the banked water supply so as to recover its capital costs in making the interconnections. The county manager, whose decision shall be the final, shall resolve any dispute as to how the costs should be allocated among those water suppliers participating in the water bank. The decision of the county manager may be appealed as provided by law. (Ord. 708, 12-10-2008)~~

### **~~10-10-6: CREATION OF WATER BANK TO SHARE EXISTING SURPLUS CAPACITY:~~**

~~A. Creation Of Water Bank: There is hereby created a water bank through which existing surplus capacity of a water supplier may be made available for short term use by other water suppliers to ensure that existing service connections have adequate water to meet the basic needs of each customer connected to a water system.~~

~~1. Administered By MRWSSD: The water bank will be administered by the MRWSSD.~~

~~2. Coordination With Division Of Water Rights: The MRWSSD will work with the water suppliers who desire to participate in the water bank to jointly file any required applications with the~~

division of water rights to facilitate the short term sharing of water resources through the water bank.

~~B. Surplus Capacity Into Water Bank: Any water supplier having surplus capacity may make its surplus capacity available for use through the water bank to be administered by MRWSSD.~~

~~C. Water To Be Banked On Year To Year Basis: Surplus capacity would be committed to the water bank on a yearly basis by January 2 of each year, and would be available for rent through the water bank during the ensuing year.~~

~~1. Renting Of Banked Water: Water companies lacking surplus capacity can rent banked surplus capacity through the water bank on a year to year basis, at a price to be set by the MRWSSD in consultation with the parties banking water.~~

~~2. Fees For Rental Of Banked Water: Fees paid for banked water will be passed through by MRWSSD to the parties banking the water, less a reasonable administrative fee paid to the MRWSSD in an amount determined by the county council. (Ord. 708, 12-10-2008)~~

### ~~10-10-7: USE OF BANKED WATER TO PROVIDE SERVICE TO EXISTING CONNECTIONS, NEW CONNECTIONS ON PLATTED LOTS AND NEW DEVELOPMENT PLATS:~~

~~A. Serve Existing Connections: Water rented through the water bank will be used only to augment the renting water supplier's ability to serve its existing customers within its service area, thereby lessening any physical shortage of source capacity so that the water supplier can meet the public health, safety and welfare needs of the existing connections to its system.~~

~~B. New Construction On Existing Platted Lots: New construction on platted lots or development sites existing as of March 13, 2001, within a water supplier's service area can be served only if the water supplier has surplus capacity (exclusive of the use of banked water) to allow new service connections to be made, as certified to by the district engineer and the concurrence of the county director of health, in accordance with standards established by DDW regulations and this chapter.~~

~~1. Purchase Of Surplus Capacity: Any water supplier with surplus capacity, as demonstrated by the water supplier's approved supply/demand study, may sell a perpetual right to all or some portion of its surplus capacity to another water supplier on terms to be negotiated and agreed to by the buying and selling water suppliers. This purchased surplus capacity could then be used to support the issuance of commitment of service letters to new customers on existing lots, or to new development, within its service area. The cost of the purchased surplus capacity will be passed onto new customers creating the new demand in the form of an impact fee in public water systems, or as part of the connection fee in private water companies, and will not be absorbed as a general operating cost of the water supplier.~~

~~2. Adjustment Of Source Capacity Inventories: Any permanently purchased surplus capacity would be credited to the purchasing water supplier's source capacity inventory and deducted from the selling water supplier's source capacity inventory.~~

~~3. Transfer Of Purchased Surplus Capacity Through Interconnected Systems: The purchased surplus capacity would be wheeled through the interconnected water systems to deliver the water from the selling water supplier to the purchasing water supplier, subject to the various water suppliers entering into reciprocal wheeling agreements as provided in subsection 10-10-9A of this chapter.~~

~~C. New Development; Banked Water Not Available For Use In Service Of New Development: Due to the temporary nature of the banked water supply, no banked water would be available for use through the water bank, or otherwise, for the platting of and service to new development.~~

~~1. Willing To Serve Letters: Water suppliers can issue willing to serve letters to the developers of new development only if the water supplier demonstrates through its approved five (5) year plan as a part of its approved supply/demand study, that it presently has sufficient surplus capacity or that through the implementation of its five (5) year capital improvement and financial plans, as contained in its supply/demand study, it will have the source capacity, storage capacity, water rights and system capacity available at the time required to provide service to the new development.~~

~~2. Prerequisites: The district engineer's certification and the concurrence of the county director of health of the water supplier's ability to serve new development based upon the water supplier's five (5) year plan, is a condition precedent to the water supplier's issuance of a willing to serve letter and of the county's approval of a new development plat. Commitment of service letters shall not be issued to customers within a new development until the water supplier, as certified by the district engineer, has the presently available physical water source capacity, source capacity reserves, water rights, system capacity and storage capacity required by the DDW's regulations and this chapter, to meet the water service requirements of the new customers. (Ord. 708, 12-10-2008)~~

## ~~**10-10-8: WILLING TO SERVE LETTERS, COMMITMENT OF SERVICE LETTERS AND ISSUANCE OF BUILDING PERMITS:**~~

~~A. Willing To Serve Letter Required For Plat Approval: As part of the development plat approval process, the water supplier shall issue a willing to serve letter in a form prescribed by the county to the developer of a new development parcel, indicating the water supplier's willingness to provide water service to the new development and stating that it either presently has, or that in accordance with its five (5) year forecast contained within its supply/demand study, it will have, available the water rights, source capacity, reserve capacity, system capacity and storage capacity required to provide the service at the pressure, volume and quality required by DDW regulations and this chapter in time to meet the projected demand.~~

~~B. Amend Five Year Plan, If Necessary: If the ERCs for this new development are not already included within the water supplier's current five (5) year demand projections, it will amend its five (5) year supply/demand study to factor in these new ERC demand~~

~~requirements and submit its amended supply/demand study to the district engineer for review and certification of the water supplier's ability to provide service to the new development. Certification of the district engineer and the concurrence of the county director of health of the amended supply/demand study is a condition precedent to receiving plat approval.~~

~~C. Commitment Of Service Letter Required For Building Permit: Customers must obtain a commitment of service letter from the water supplier providing drinking water service in that area as a precondition to issuance of a building permit.~~

- ~~1. Present Ability To Provide Service: A water supplier may not issue a commitment of service letter to a customer unless the water supplier, as certified by the district engineer, and concurred in by the county director of health, has the present ability to deliver physical water in the quantities, at the pressure and of a quality required by DDW regulations and this chapter.~~
- ~~2. Consideration: The commitment of service letter shall be issued in consideration of and within five (5) working days of the customer's payment of the water supplier's impact fees or connection fees.~~
- ~~3. Irrevocable Commitment Of Resources: By the acceptance of a customer's payment of the water supplier's impact fees or connection fees and the issuance of a commitment of service letter to a customer, a water supplier will be deemed to have entered into an irrevocable, contractual commitment of water rights, water source capacity, reserve capacity, system capacity and storage capacity required to meet the service requirements of an ERC within the water supplier's service area, including water to meet the reasonable landscape irrigation requirements of the ERC, so that water service can be provided on demand.~~
- ~~4. Standby Fees: A water supplier issuing a commitment of service letter to a customer may charge that customer a standby maintenance fee to offset the costs of maintaining the water distribution system in a ready to serve status, in an amount approved through its rate making process. The fee may commence upon the issuance of the commitment of service letter.~~

~~D. Failure To Serve A Misdemeanor: Absent one of the conditions set forth in subsection D2 of this section, the failure of a water supplier to honor a commitment of service letter and to provide service to the customer on demand is a class C misdemeanor, punishable as provided in section 1-4-1 of this code. County criminal enforcement shall be in addition to any applicable penalties imposed by state law and DDW regulation.~~

- ~~1. Civil Action Preserved: Nothing contained herein shall prevent a customer who has received a commitment of service letter and then been denied service by a water supplier from pursuing any civil remedy available to the customer.~~
- ~~2. Deferral Of Service Commitment: A water supplier that has issued a commitment of service letter to a customer may defer providing water service without liability to the customer if, between the date of issuance of the commitment of service letter and the date service is requested, the water supplier:~~
  - ~~a. Loss Of Source: Has lost one or more water sources due to drought, mechanical failure or other causes reasonably beyond the control of the water supplier.~~

- b. ~~Loss Of Reserve Capacity: The water supplier's reserve source capacity has dropped below the level required by DDW regulations and this chapter.~~
  - c. ~~River Administration: The water supplier has been ordered by the state engineer, or his duly authorized river commissioner, to curtail diversions and use of water due to drought, priority administration of the water rights within the Snyderville Basin or other lawful administrative orders prohibiting the water supplier from making new service connections at that time.~~
  - d. ~~Legal Process: Lawful order of any court of competent jurisdiction.~~
  - e. ~~System Or Facilities Failure: Water system failure or loss or damage to a storage facility or major pipeline components of a water distribution system rendering it temporarily impossible for the water supplier to connect new users to the system.~~
  - f. ~~Emergency Conditions: Other emergency conditions that are reasonably beyond the control and foreseeability of the water supplier.~~
3. ~~Notification: A water supplier who has experienced an event listed in subsection D2 of this section, or other emergency conditions that are reasonably beyond the control and foreseeability of the water supplier, shall notify the county through the district engineer, in writing, within twenty four (24) hours of the occurrence of the event. The failure to so notify the county is a class C misdemeanor.~~
4. ~~Duty To Cure: A water supplier that has experienced an event listed in subsection D2 of this section, and has notified the county as required by subsection D3 of this section, is authorized to defer providing service to customers holding commitment of service letters without liability to the customer. The water supplier shall take all reasonable steps to resolve this situation so that service can be provided as soon as reasonably practicable.~~
5. ~~Restoration Of Service: Water service shall be provided to a customer holding a commitment of service letter within thirty (30) days following the resolution of the conditions for deferral of service referenced in subsection D2 of this section. The failure of a water supplier to connect a customer holding a commitment of service letter after the conditions for deferral of service have been resolved is a class C misdemeanor and will be subject to prosecution by the county. (Ord. 708, 12-10-2008)~~

### **~~10-10-9: RENTED BANKED WATER TO BE WHEELED THROUGH EXISTING PIPELINE NETWORKS THROUGH COOPERATIVE AGREEMENTS AMONG WATER SUPPLIERS:~~**

- A. ~~Reciprocal Carriage Agreements: All water suppliers in the Snyderville Basin will be encouraged to enter into reciprocal agreements to wheel banked water through their systems so that water short areas may rent water through the water bank or purchase the surplus capacity of a willing seller and receive the delivery of the rented or purchased water through the interconnected distribution lines.~~
1. ~~Carriage Charge For Transporting Rented Water: Any water supplier wheeling rented, banked water through another water supplier's distribution system will pay the transporting entity a carriage charge to transport the water in an amount determined by the transporting entity. The carriage charge shall be limited to actual costs of carriage plus a reasonable and proportionate share of the costs of operation and maintenance of the wells, pump stations and distribution pipelines used to produce and wheel the purchased water. The carriage~~

~~charge can be passed on to customers by the water supplier in the form of a surcharge on its service fees. Any dispute over the amount of a carriage charge shall be referred to the county director of health, whose decision on the amount of the carriage charge shall be final, unless the water supplier is a regulated public utility, in which case the rate review would occur at the public service commission in accordance with its regulations.~~

~~2. Perpetual Delivery Of Purchased Surplus Capacity: A water supplier who purchases a perpetual right to use surplus capacity of another water supplier must, in addition to a carriage charge, pay a reasonable and proportionate amount of the capital costs of the infrastructure used by the transporting water supplier to deliver the purchased surplus capacity to the purchasing water supplier. The terms of the reciprocal wheeling agreements are to be negotiated by the purchasing water supplier and the transporting water supplier or suppliers who will wheel water to the purchasing water supplier.~~

~~B. Deliveries Of Wheeled Water Metered: Rented or purchased surplus capacity will be metered in and out of systems to account for deliveries. The party renting banked surplus capacity or purchasing the surplus capacity of another water supplier will bear any conveyance losses.~~

~~C. Guaranteed Water Quality: Each water supplier, as a part of the reciprocal carriage agreements, will guarantee to those water suppliers who will carry water for them, that the banked water introduced into the interconnected water systems will be of culinary quality, will meet all primary and secondary water quality standards of the DDW, and agree to indemnify and save the transporting water supplier harmless from any and all claims, liens, damages and liability, including costs and reasonable attorney fees, resulting from or in any way related to the transport of water through their system for the benefit of another water supplier, except for the negligence of the transporting water supplier.~~

~~D. Exchanges Through Water Bank To Minimize Interbasin Transfers Of Water: The MRWSSD is to work with the state engineer regarding the use of banked water anywhere throughout the basin. In the absence of state engineer approval, banked East Canyon Creek water will be used only in the East Canyon Creek drainage. Banked Silver Creek water will be used only in the Silver Creek drainage and, to the extent possible, the MRWSSD will facilitate exchanges through the water bank to make water available where it is needed. (Ord. 708, 12-10-2008)~~

## ~~**10-10-10: WATER SUPPLY/DEMAND STUDY SUBMITTED ANNUALLY:**~~

~~A. Supply/Demand Study And Five Year Forecast: Water suppliers will file annually a water supply/demand study, in a form prescribed by the county.~~

~~B. Contents Of Study And Five Year Forecast: At a minimum, the study will show the currently available water rights, water source capacity, reserve source capacity, storage capacity, system capacity, the current number of service connections, outstanding commitment for service letters and other system demands, any surplus capacity and the number of new ERCs that it can serve with its surplus capacity. The supply/demand study will also include a rolling five (5) year forecast of anticipated new ERCs and other system demands and a capital improvement and financing plan to meet this anticipated demand.~~

~~1. Identify New Source And System Upgrades: The supply/demand study will identify the need for additional water sources, upgrading of system and storage capacities, and the timing when these improvements will be required to meet anticipated service demands within their system, based upon a rolling five (5) year forecast.~~

~~2. Capital Facilities Plan: The supply/demand study will contain a capital facilities plan as well as a financial plan to show economic ability to develop new source capacity, and other system and storage capacities, to keep pace with anticipated new system demands on system as disclosed in the five (5) year forecast.~~

~~3. Plans To Be Updated Annually: As part of the initial supply/demand study and any subsequent annual update, each water supplier will supply daily and/or monthly production data on all wells and other water sources for 2002. For water sources that have been in service for more than one year, the water supplier will also provide all available production records from all preceding years for which each source has been in service.~~

~~4. Annual Summary Page: The WCAB will develop a summary form that shall be completed by the water supplier and submitted annually with its updated supply/demand study, showing in summary form its water rights, source capacity, storage capacity, number of ERCs currently connected and receiving service, the number of outstanding commitment of service letters and other system demands. This summary form will be available to the public through the district engineer.~~

~~5. Reviewing Fee: The county may charge a reasonable fee for processing and reviewing the annual supply/demand study and any amendments to any such study.~~

~~C. Source Capacity Reserve Requirements: Water suppliers will maintain reserves of source capacity as required by DDW regulations. However, for older wells or other water sources for which DDW has not imposed a reserve requirement, the water supplier will hold in reserve at least fifteen percent (15%) of the source's most recent rated capacity, as protection against the interruption of service to its existing customers. In order to waive this fifteen percent (15%) reserve requirement, the district engineer must find that there is an adequate reserve already built into the DDW rating based upon performance data so as to protect existing customers. The district engineer may require a water supplier to hold more than fifteen percent (15%), but not more than thirty three percent (33%), of the source's DDW rated capacity in reserve, if the water supplier has only a single source of supply. In addition to maintaining the required reserve source capacity, single source systems will be encouraged to interconnect their distribution systems with other water suppliers to provide access to emergency supplies of backup source capacity.~~

~~1. Decline In Source Capacity: If a water supplier's five (5) year supply/demand study demonstrates a declining trend in source production, the district engineer will notify the water~~

~~supplier that it must augment its source capacity by developing or acquiring additional state approved sources of drinking water.~~

~~2. Loss Of Reserve Capacity: If a water supplier's five (5) year supply demand study demonstrates that its reserved source capacity is dropping below the reserves required by DDW regulations or this chapter, the district engineer will not certify the water supplier's five (5) year water supply/demand study to the county director of health, and the director will not approve the supply/demand study. No new connections will be made to the water system, until such time as the water supplier develops or acquires additional source capacity so that it can meet the needs of existing customers and maintain its required reserved source capacity before it makes new service connections to new customers.~~

~~D. Testing Of Existing Wells And Sources: Existing wells and other sources of drinking water will be retested by the water supplier at the direction of the district engineer, if production or flow records indicate more than a seasonal deviation in production or flow levels and recovery levels, and/or a material change in water quality, using testing protocol that conforms to DDW regulations. Existing wells and other sources of drinking water may be rerated at any time by the district engineer at the request and at the expense of the water supplier.~~

~~E. Baseline Data To Be Provided For All New State Approved Sources: Water suppliers will provide as a part of their supply/demand study baseline well test data for new wells and for other state approved sources of drinking water, using testing protocol that conforms to DDW regulations.~~

~~F. Other Related Data: Water suppliers will also provide any and all other data reasonably required by the district engineer that is related to source production and water quality.~~

~~G. Filing Of Initial Supply/Demand Study: All water suppliers regulated by this chapter shall submit their initial supply/demand study, including their initial five (5) year new demand forecast to the district engineer no later than June 30, 2002. Each water supplier will file its annually updated supply/demand study with the district engineer no later than January 2 of each succeeding year. The supply/demand study will also identify the availability of surplus source capacity the water supplier is willing to place in the water bank for that year, or whether it would need to rent water through the water bank to meet the service requirements of its existing customers.~~

~~H. Review And Approval Of Supply/Demand Study And Five Year Plan: The district engineer shall review each annually updated supply/demand study for compliance with DDW regulations and the requirements of this chapter. The district engineer will certify in writing to the county director of health that:~~

~~1. Compliance With Applicable Regulations: The water supplier has complied with the requirements of this chapter and all applicable DDW and county regulations;~~

- ~~2. Present Ability To Serve Existing Customers: That it has the present ability to provide service to its existing customers and to those customers holding outstanding commitment for service letters;~~
- ~~3. Service To New Customers: That based upon the water supplier's five (5) year forecast of new demand and through the implementation of its capital facilities and financial plans, it will have the ability to provide service to a predetermined number of new ERCs and may issue willing to serve letters to that predetermined number of ERCs within new development.~~
- ~~4. County To Approve: Upon receipt of the district engineer's certification required by this subsection, the county director of health, in the exercise of his reasonable discretion, shall either approve or reject the supply/demand study.
  - ~~I. Rejection Of Supply/Demand Study: If the district engineer reasonably believes that the water supplier's supply/demand study, or the data upon which the study is based, does not demonstrate the water supplier's ability to serve its existing customers and outstanding commitments for service, and/or fails to document the ability of the water supplier to provide service to projected new development, the district engineer may recommend to the county director of health that they reject the supply/demand study.~~~~
- ~~1. Decision To Be In Writing: The director's decision approving or rejecting the supply/demand study shall be in writing, and, if rejected, the decision document shall specify the reasons for its rejection. The written decision will be provided to the water supplier within a "reasonable time" following the submission of its supply/demand study, which for purposes of this chapter means thirty (30) days, unless unusual conditions exist that delay the response. The decision document shall be a public record, and accessible as provided by state law.~~
- ~~2. DDW Regulations: If the rejection relates to the water supplier's failure to comply with DDW regulations, the water supplier may pursue an appeal of the director's decision to the drinking water board.~~
- ~~3. Chapter Requirement: If the rejection relates to the water supplier's failure to comply with the requirements of this chapter, other than those regulated by DDW, the water supplier may either pursue peer review or appeal the director's decision as provided by law.~~
- ~~4. Amend Supply/Demand Study: The water supplier may amend a rejected supply/demand study to respond to the written objections of the district engineer and the county, and resubmit the amended supply/demand study to the district engineer. The district engineer shall again review the supply/demand study and certify in writing his or her recommendation to the county director of health, who shall either approve or reject the supply/demand study as provided in subsection H of this section or this subsection.
  - ~~J. Peer Review: If the director rejects a supply/demand study based upon the recommendations of the district engineer, or if the water supplier or any customer on the water supplier's distribution system disputes any conclusions of the district engineer in his or her certification to the county, the concerned party may request peer review of the district engineer's findings and conclusions.~~~~
- ~~1. The county will engage the peer reviewer at the expense of the party requesting peer review. The county will maintain a list of technical specialists with education and professional training~~

~~in engineering and geology as it relates to water resources engineering and water conservation.~~

- ~~2. The county will engage the peer reviewer from the list of technical specialists to complete the peer review of a water supplier's supply/demand study. The peer reviewer shall review the supply/demand study and related data without further input from the water supplier, the district engineer or the county, and issue a final written report to the county director of health documenting the findings of the peer review process. The peer reviewer's report shall be unsigned to protect the integrity of the process, but will be a public document and accessible as provided by state law.~~
- ~~3. The decision of the peer reviewer will be issued within fifteen (15) working days of the submittal of the contested supply/demand study and the district engineer's conclusions to the peer reviewer.~~
- ~~4. The director of health shall then act upon the recommendations of the peer reviewer and either approve or reject the annual supply/demand study based upon that recommendation.~~

~~K. Appeal Of Decision Of County Director Of Health: The decision of the director shall be deemed the final action of the county. Any party aggrieved by a decision of the director under this chapter may seek judicial review in accordance with the laws of the state.~~

~~L. Audit Of Water Supplier: The county director of health, based upon the recommendation of the district engineer, may require an audit of water supplier's data if the district engineer questions the validity of the submitted data.~~

- ~~1. Independent Consultant: The audit requirement may include the review of data by an independent professional engineering consultant hired by the county at the water supplier's expense to review and verify submitted data.~~
- ~~2. On Site Audit: If it appears from audit that data has been falsified or is inaccurate, the district engineer may conduct a full on-site audit of all of the water supplier's records and all facilities, require DDW supervised well and other water source performance testing, review all meter reading data, water quality testing and data, and any other review reasonably related to compliance with state and county regulations, all at the water supplier's expense.~~
- ~~3. Referral Of Possible Civil Or Criminal Violations To State And County Officials: The district engineer will refer any apparent violations of state law and DDW regulations to DDW compliance officers for enforcement action. In addition, the falsification of any reported data shall constitute a class C misdemeanor and will be prosecuted by the county attorney. (Ord. 708, 12-10-2008)~~

## ~~**10-10-11: PLAT NOTE ELIMINATED; ANNUAL REVIEW AND FEASIBILITY REPORT:**~~

~~A. No Recording Against Land Titles: Any plat note inserted into a recorded development plat in accordance with section 1(2)(c) of ordinance 400 is hereby deemed deleted from~~

~~such plat and the plat note is of no further force or effect and shall be considered to not be of record or to provide any legal notice.~~

~~B. Disclaimer: Nothing contained in this chapter, or in the district engineer's certification of a supply/demand study to the county director of health shall be construed by any developer, customer or prospective customer of a water supplier as a guarantee by the county, the state or the district engineer, that water will always be available for service from the water supplier. By accepting payment of impact fees and connection fees and the issuance of commitment of service letters, a water supplier assumes full and complete liability to its customers if it cannot provide service to those customers holding commitment of service letters or to those customers who are connected to the water distribution system, except where service is deferred or interrupted for causes reasonably beyond the control of the water supplier. (Ord. 708, 12-10-2008)~~

### ~~**10-10-12: WATER CONCURRENCY ADVISORY BOARD:**~~

~~There is created a water concurrency advisory board to assist the county director of health in ensuring that quality drinking water, irrigation water and snowmaking water, and water for other beneficial uses will be available to all of the citizens of the county in quantities sufficient to meet current demands and projected growth. The water concurrency advisory board was initially created and appointed under ordinance 400 and that board shall continue to serve as the water concurrency advisory board under this chapter, and their terms shall run for the balance of their original appointed terms under ordinance 400.~~

~~A. Duties: The water concurrency advisory board shall advise the county director of health on all matters with water concurrency, water conservation, recommendations of individuals for employment as the interim district engineer, and future amendments to this chapter.~~

~~B. Board Members: There shall be up to nine (9) members of the water concurrency advisory board appointed by the county manager.~~

~~C. Organization: Five (5) of the initial members shall be appointed for four (4) year terms and the remaining four (4) members shall be appointed for two (2) year terms. Thereafter, all terms shall be for four (4) years. The county manager shall appoint a chairperson, who shall serve for a term of two (2) years.~~

~~D. Meetings: The WCAB shall establish its own meeting schedule and shall provide public notice of any and all such meetings in the manner provided by law. (Ord. 708, 12-10-2008)~~

### ~~**10-10-13: INTERIM OPERATING RULES PENDING FULL IMPLEMENTATION:**~~

~~In the interim, between the effective date hereof and the full implementation date when~~

concurrency ratings have been designated by the director of health, the following documents shall be required prior to the issuance of a building permit, final subdivision plat or site plan:

- A. A feasibility letter for the proposed water supply issued by the state division of drinking water.
  
- B. Evidence of coordination with the public or private water service provider, including an agreement for service and an indication of the service area of the proposed water supplier, commitment of service letter or other binding arrangement for the provision of water services.
  
- C. Evidence that water rights have been obtained, including an application for appropriation or change application endorsed by the state engineer pursuant to Utah Code Annotated, section 73-3-10, and a certificate of appropriation or certificate of change issued in accordance with Utah Code Annotated, section 73-3-16. The county shall not accept an application or certificate that has lapsed, expired or been revoked by the state engineer.
  
- D. A certificate of convenience and necessity or an exemption therefrom, issued by the state public service commission, for the proposed water supplier. (Ord. 708, 12-10-2008)

#### **10-10-14: CONSERVATION REQUIREMENT:**

All water companies regulated under this chapter, as a part of their supply/demand study, will adopt a county approved comprehensive water conservation plan consistent with this title and the general plan, which conservation plan will be implemented as soon as reasonably practicable. Except during the summer of 2002 and/or in the case of a public safety emergency, no water system will be allowed to use banked water until such time as their water conservation plan has been approved. The water conservation plan, at a minimum, will include a graduated rate structure for excess water usage, an education component to educate and encourage its consumers to conserve and use water wisely, and may include rules and regulations to implement a reduction of use and/or a moratorium on irrigation water usage, a moratorium on the installation of new landscaping, and also on new service connections, when conditions warrant, to ensure that no interruption of inside culinary use occurs, and that there remains a reasonable irrigation water supply within the system to preserve existing and established landscaping and fire flow storage for existing connections occurring during drought or other shortage conditions. (Ord. 708, 12-10-2008)

#### **10-10-15: ENFORCEMENT:**

- A. Criminal Penalties: Each water supplier, its responsible owners, board members, officers, agents and employees which wilfully or with criminal recklessness or criminal negligence, as defined by the Utah criminal code, supplies any false information to the county in its annual supply/demand study, in addition to being subject to prosecution for falsification in official matters under Utah Code Annotated, title 76, chapter 8, is guilty of a class B misdemeanor and subject to a fine of not more than two hundred dollars (\$200.00) per day for each day from the filing of the supply/demand study until the supply/demand

~~study has been amended to eliminate the false information and provide the correct information.~~

- ~~B. Civil Penalties: Each water supplier, including its responsible owners, board members, officers, agents, and employees, that fails to file its annual supply/demand study in a timely fashion is subject to a civil penalty not to exceed two hundred dollars (\$200.00) per calendar day until the annual supply/demand study is filed with the county and approved. In the event the supply/demand study is not filed by February 1, the daily fine will increase to five hundred dollars (\$500.00) per day. If the supply/demand study is not filed by March 1, the daily fine is increased to one thousand dollars (\$1,000.00) per day. Additionally, the county will revoke any past certification, and all new connections to the water system will be deferred until such time as the water supplier complies with the requirements of this chapter and pays in full all outstanding fines. This civil penalty is in addition to all other criminal and civil penalties under this chapter and under applicable state and federal laws and regulations.~~
- ~~C. Customer Relief: Any customer who is directly impacted by failure of a water supplier to meet the commitments as set forth in its annual supply/demand study, unless the service commitment is deferred for unavoidable causes as provided in this chapter, is entitled to recover from the water supplier, including its officers, board members, officers, agents and employees, all available damages in law and at equity, together with reasonable court costs and attorney fees, and is also entitled to recover from the water supplier a civil penalty of not more than two hundred dollars (\$200.00) per day until it receives its water in the required quantity and quality. Moreover, no water supplier may require any customer, owner or developer to assume the risk of the water supplier's nonperformance, or to waive any available damages.~~
- ~~D. Remedies Cumulative: These remedies and enforcement provisions shall be in addition to all other statutory and regulatory remedies under state and federal law. (Ord. 708, 12-10-2008)~~

## Chapter 11

### DEFINITIONS

#### 10-11-1: TERMS DEFINED:

**COMMITMENT OF SERVICE LETTER:** An irrevocable, contractual commitment in a letter form issued by a Water Supplier to a Developer or customer, in consideration for payment of the Water Supplier's impact and/or connection fees.

**WATER SUPPLIER:** Any water system, whether public or private, providing wholesale or retail water service to the general public, including water for indoor culinary use, outdoor irrigation use, and any other beneficial use such as livestock water, snowmaking, industrial use, etc., including service by water systems to areas outside of their corporate boundaries or service areas.

**WILLING-TO-SERVE LETTER:** A letter issued by a Water Supplier indicating that the Water Supplier will provide water service to a project or new development, provided that the applicant complies with all of the terms of the agreement and the rules and regulations of the Water Supplier for the receipt of water service. This is not the same as a Commitment-of Service letter.