

2017 SUNDANCE FILM FESTIVAL ECONOMIC IMPACT



OUR MISSION

Sundance Institute is a nonprofit organization that discovers and supports independent film and theatre artists from the U.S. and around the world, and introduces audiences to their new work.



DYNAMIC INCUBATOR OF ARTISTS

- **Connecting** audiences to artists
- **Igniting** new ideas
- **Discovering** original voices
- **Developing** and helping independent storytellers
- **Building** community



2017 SUNDANCE FILM FESTIVAL

MAKING AN IMPACT

71,600 unique visitors attended its 2017 Sundance Film Festival

- This makes our venues the 9th largest city in Utah during the event

52% of attendees are visitors from out-of-state

- 46 states
- 18 foreign countries

85% of out-of-state attendees plan on returning to Utah within a year

- Unprecedented visitor satisfaction keeps our guests coming back to the state

Source: Y2 Analytics



2017 SUNDANCE FILM FESTIVAL ATTENDEE SPENDING

TABLE 1: AGGREGATE SPENDING

	UTAH	NON-UTAH	COMBINED	
<i>Lodging</i>	\$-	\$53,916,175	\$53,916,175	
<i>Car Rental</i>	\$180,608	\$4,627,865	\$4,808,473	
<i>Other Transportation</i>	\$1,576,898	\$10,679,908	\$12,256,805	
<i>Meals</i>	\$7,321,900	\$23,852,106	\$31,174,005	
<i>Recreation & Entertainment</i>	\$10,155,528	\$24,262,172	\$34,417,700	<i>Excludes Ticket Sales</i>
<i>Other Spending</i>	\$1,472,175	\$6,950,431	\$8,422,607	
<i>Total</i>	\$20,707,109	\$124,288,657	\$144,995,766	



Source: Y2 Analytics

2017 SUNDANCE FILM FESTIVAL IMPACT OF STATE GDP

UNPARALLELED ROI ON PUBLIC INVESTMENT

TABLE 4: ECONOMIC IMPACTS

	NON-RESIDENT	SUNDANCE INSTITUTE	COMBINED
<i>Total Spending</i>	\$124,288,657	\$10,795,980	\$135,084,637
<i>Economic Impact (State GDP)</i>	\$141,479,109	\$10,024,420	\$151,503,529
<i>Total Output</i>	\$243,760,264	\$16,969,019	\$260,729,283
<i>Earnings</i>	\$73,745,313	\$5,324,699	\$79,070,012
<i>State and Local Taxes</i>	\$13,775,334	\$226,558	\$14,001,891
<i>Jobs</i>	2,628	150	2,778



Source: Y2 Analytics

INVESTING IN UTAH

\$14 million generated in state and local tax revenue

- **\$13.8 million** comes just from our out-of-state attendees

2,778 jobs supported by the Festival

- Generating **\$79 million** in local wages

50+ Utah vendors hired by Sundance Institute

- Hired annually to assist in producing Sundance Film Festival



GLOBAL COVERAGE

PRESS COVERAGE



- \$90.9 million in publicity value
- 53,000 stories in print, online, and television
- 950 accredited press from 22 different countries

GLOBAL COVERAGE

DIGITAL PRESENCE

52 PRODUCED VIDEOS

Daily Recaps (9)

10 Days of Different (1)

Conversations (6)

What's Your Warm-up? (1)

*Celebration of Independent
Voices (1)*

Meet the Artist (34)

35MM
AD IMPRESSIONS

90,288 photos collected

SOCIAL...

1 video content
series (6 videos)

10 live streams

5 photo albums

42,981,668
TOTAL IMPRESSIONS
(Facebook + Instagram + Twitter)

...

16,872,059
TOTAL VIEWS
(Snapchat Live Story)

New this year:
Influencer content
Increased livestreams
Instagram Stories

17
BLOG POSTS

Accredited more than
956 members of the
press from **22**
countries

38K FILM GUIDES
12.5K CATALOGS

11
emails

655,784
website visitors



PROUD TO CALL UTAH HOME

ESTABLISHED HERE IN 1981

- New Frontier brings together global technology and business leaders
- 75,000+ Utah students and residents participate in programming each year
 - 20,000+ Summit Co residents & students
- 4 films from 2017 Festival were filmed in Utah!
- Ignite Program (18-24 y.o.)
- Kids Program (youth)



ARTIST LABS

PROMOTING THE ARTS AND MENTORING THE FUTURE

- Dedicated to developing new artists and their work
- Hosted at Sundance Mountain Resort in Utah County
- Held for 16 weeks throughout the year
- Exposes new artists to Utah



THANK YOU!

Sundance Institute serves as a dynamic incubator of film, theatre, and music artists, and connects audiences to their work through its Utah-based public programs including the Sundance Film Festival, Utah Community Outreach Programs, and Artist Labs.





sundance

institute

**SUMMIT COUNTY
ORDINANCE NO. 870**

AN ORDINANCE APPROVING AND ADOPTING THE AMENDED LAND USE AND ZONING CHART AND NOTES TO DENSITY AND USE CHARTS PAGE 5, PROVISION 3.7, ALSO KNOWN AS EXHIBIT B OF THE DEVELOPMENT AGREEMENT FOR THE CANYONS SPA, AS AMENDED, SPECIFIC TO ASPEN CREEK CROSSING (BAKER PARCEL)

PREAMBLE

WHEREAS, the owners and developers of The Canyons Resort and related properties applied for and received from Summit County an approved amendment to The Canyons SPA Zone District through Summit County Ordinance No. 333-A, and, 334-A; and,

WHEREAS, an application was received on March 3, 2017 from multiple property owners within the Aspen Creek Crossing Subdivision requested clarifying language be added to the Canyons Land Use and Zoning Chart notes specific to how gross square footage is calculated for the residential use on the property.

WHEREAS, the Snyderville Basin Planning Commission considered the application for a SPA amendment and held legally noticed public hearings on March 14, 2017, April 18, 2017 and discussion April 25, 2017; and

WHEREAS, the Snyderville Basin Planning Commission considered public input and forwarded a positive recommendation to the Summit County Council based upon the required findings in Section 10-3-19 of the Summit County Code on April 25, 2017; and

WHEREAS, a public hearing was legally noticed and held before the Summit County Council on June 7, 2017; and

WHEREAS, Section 10-3-19 of the Summit County Code sets forth the authority for the County to enter into Development Agreements; and

WHEREAS, the Planning Commission reviewed the Development Agreement and the suggested changes were made pursuant to that review;

NOW, THEREFORE, pursuant to the authority granted to the Summit County Council (Council) as the County Legislative Body of the County of Summit, State of Utah, the Council hereby ordains as follows:

Section 1. Adoption. The Canyons SPA Development Agreement Land Use and Zoning Chart and Notes to Density and Use Charts page 5 is amended as depicted in **EXHIBIT A**.

Section 2. **No Rights Created in Third Parties.** This Ordinance is not intended to, nor shall it be construed to create any rights, claims, or causes of action in third parties other than as specifically defined in the Development Agreement.

Section 3. **Savings Clause.** In the event one or more of the provisions of this Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under any applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 4. **Effective Date.** This Ordinance shall take effect 15 days after passage by the Summit County Council and subsequent publication in a newspaper of general circulation in Summit County, Utah.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this ____ day of _____, 2017.

ATTEST:

SUMMIT COUNTY COUNCIL

Kent Jones
Summit County Clerk

Christopher F. Robinson, Chair

APPROVED AS TO FORM

David L. Thomas
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Carson	_____
Councilmember Robinson	_____
Councilmember Clyde	_____
Councilmember Armstrong	_____
Councilmember Wright	_____

EXHIBIT A

The Canyons SPA Development Agreement

Land Use & Zoning (as of 04-23-09)

PARCEL REF #	MAXIMUM BUILDING HEIGHT	MAX GROSS BUILDING AREA	ACCOMMODATION AREA	COMMERCIAL/RETAIL SUPPORT	PRINCIPLE USE
RESORT CENTER					
<i>page 1 of 5</i>					
FROST WOOD					
A	-	-	-	-	Golf Course Uses/Open Space
B	-	-	-	-	Golf Course Uses/Open Space
C	-	-	-	-	Golf Course Uses/Open Space
F1	3 to 4	210,000	200,000	10,000	Hotel/Lodging/Retail
F2A	3 to 3.5	82,500	72,500	10,000	Hotel/Lodging/Retail
F2B	3 to 3.5	72,000	72,000	-	Hotel/Lodging
F2C	3 to 3.5	75,000	75,000	-	Hotel/Lodging
F3A	3	104,000	104,000	-	Residential-Multi Family/Hotel/odging
F3B	3	108,500	88,500	20,000	Residential-Multi Family/Hotel/odging/Retail
F4	2.5	38,000	38,000	-	Residential-Multi Family
F5	2.5	87,500	87,500	-	Residential-Multi Family
F6	2.5	50,000	50,000	-	Residential-Multi Family
F7	2.5	20,000	20,000	-	Residential-Multi Family
F8	2.5	10,000	10,000	-	Residential-Multi Family
		857,500	817,500	40,000	
THE COVE					
Osguthorpe 1	2	32,000	32,000	-	Hotel/Lodging Units
Osguthorpe 2	2-3	75,200	75,200	-	Residential-Multi Family
Osguthorpe 3	2-3	109,000	104,000	5,000	Hotel/Lodging Units
		216,200	211,200	5,000	
RED PINE ROAD					
Baker	2.5	87,500	87,500	-	Residential-Single Family Detached
Spoor	2.5	22,500	22,500	-	Residential-Single Family Detached
		110,000	110,000	-	
WILLOW DRAW					
WWD1	-	-	-	-	Golf Course Uses/Open Space
WWD2	-	-	-	-	Golf Course Uses/Open Space
W 1-35/WWD3	2.5	227,500	227,500	-	Residential-Single Family Detached
W. 36/WWD4	3.5	180,900	180,900	-	Hotel/Lodging Units
W. 37/WWD5	3	189,000	189,000	-	Residential-Multi Family
WWD7	-	-	-	-	Open Space
EWD1	-	-	-	-	Golf Course Uses/Open Space
EWD2	-	-	-	-	Golf Course Uses/Open Space
EWD4	-	-	-	-	Resort Amenity
EWD5	-	-	-	-	Open Space
EWD6	-	-	-	-	Frostwood Drive ROW
EWD7	-	-	-	-	Canyons Resort Drive ROW
EWD8	-	-	-	-	Open Space
		597,400	597,400	-	
LOWER VILLAGE					
LV1A & LV1B	2-3	80,000		80,000	Public Parking/Commercial/Other
LV1A & LV1B	2-3	79,700	79,700		Residential-Multi Family
LV1A & LV1B	2-3	49,500	49,500		Hotel/Lodging
LV2A & LV2B	0	-	-	-	Golf Course Uses/Open Space
LV3	0	-	-	-	Golf Course Uses/Open Space
LV4	3	185,000	185,000	-	Hotel/Lodging/Retail/ResMulti-Family/Commercial
LV 5	2.5	128,700	128,700	-	Employee Housing-Multi Family
LV 6	2.5 to 3 (see note 3.6)	405,000	377,550	27,450	Hotel/Lodging/Retail/Office/Medical
LV7	0	-	-	-	Open Space
LV8	2.5	25,000	-	25,000	Commercial/Retail/Office
LV10	2.5	80,000	80,000	-	Residential-Multi Family
LV11	0	-	-	-	Lower Village Road R.O.W
LV12	0	7,284	7,284	-	Residential-Single Family Detached
LV13	0	-	-	-	Private Road ROW
LV Parcel 1	2.5	11,000	-	11,000	Fire Station
LV14, (Osg. 1)	2.5	93,300	83,300	10,000	Hotel/Lodging
L.V. Osg. 2	1.5	43,716	43,716	-	Residential-Single Family Detached
		1,188,200	1,034,750	153,450	

THE CANYONS RESORT-LAND USE AND ZONING
Notes to Density and Use Charts: Pages 1-3

3.6 IHC: A medical facility of up to 45,000 gross square feet providing the following uses is allowed: out-patient surgery/diagnostic and treatment/clinic, and including services complementary to the resort. There shall be a minimum of 27,450 square feet of retail/office on the street fronting the transportation center.

3.7(A) On lots where detached single-family residential homes are permitted, the following conditions apply with respect to density and all square footage numbers shown below are gross square footages per home including a garage and basement for each.

1. Spoor: 3 Lots, 7,500 sq. ft./home.
2. Osguthorpe: 6 Lots, 8,500 sq. ft./home.
3. W-35 Lots, 6,500 sq. ft./home.
4. Mines Ventures: 9 Lots (including one (1) TDR lot for the County, house size and design subject to Colony Guidelines.

3.7(B) On lots within the Aspen Creek Crossing Subdivision (Baker Parcel), the following conditions apply with respect to density and all square footage numbers. The following areas are exempt from Floor Area calculations:

- a. Garage area up to 600 square feet.
- b. Entire room areas with floor levels that are six (6) feet or more below Final Grade and do not have a doorway to the outside.

3.8 Tombstone - Osguthorpe 2 Parcel: In addition to the permitted 26,500 sq ft, two (2) single family detached dwellings are permitted with up to a maximum of 2,000 gross sq. ft. for each dwelling unit.

3.9 The Colony Lot distribution by owner:

IMA LLC	164
Ski Land LLC	45
TDR Owners	
Summit County	5
Hansen LC	16
Babcock	6
Barnard	1
Dean	1
Parkway	1
DVM	1
TOTAL	140

The transfer of Lot 11 in White Pine Ranches shall satisfy the Hansen/Snyderville West TDR transfer obligation in Phase 1. Hansen has reserved the right to change this arrangement and select a Homestead in The Colony instead of Lot 11. If the Homestead in The Colony is selected, the development rights shall be deemed stripped from Lot 11. If Lot 11 is selected, IMA shall be entitled to one less Homestead in The Colony, bringing the total to 239 instead of 240. (See Exhibit G of the TDR Agreement.)



MEMORANDUM:

Date: June 14, 2017

To: Council Members

From: Annette Singleton

Re: Interlocal Assignment, Assumption & Consent Agreement

I'm pleased to attach the following two documents:

- 1) For your review: Staff Report of Matthew Dias, presented to Park City Council Members on June 8, 2017. Mr. Dias reports that the Park City Council unanimously approved the Interlocal Assignment, Assumption & Consent Agreement on Thursday, June 8, 2017.

- 2) For possible approval: Interlocal Assignment, Assumption & Consent Agreement by and among Cottonwood Heights, Draper City, the Metropolitan Water District of Salt Lake & Sandy, Park City Municipal Corporation, Sandy City, Salt Lake City, Salt Lake County, Summit County, the Town of Alta, Utah Department of Transportation, Utah Transit Authority, the Wasatch Front Regional Council and the Central Wasatch Commission.



City Council Staff Report

Subject: Central Wasatch Commission Update & Interlocal Agreements

Author: Matthew Dias

Department: Executive

Date: 6/2/2017

Type of Item: Contract – Interlocal Agreement

Summary Recommendation

Review the proposed agreement, conduct a public hearing, and approve the newly updated Central Wasatch Commission 2017 Assignment Interlocal Agreement.

Executive Summary

- As the Mountain Accord process moved from the visioning phase to an implementation phase, the formation of the Central Wasatch Commission, as a separate legal entity and political subdivision of the State of Utah, has been recommended to provide better adherence and accountability with State governance rules and regulations.
- In September 2016, City Council signed a Central Wasatch Commission Interlocal agreement to affect these aspects of the above governance transition.
- Subsequently, the interlocal was deemed unacceptable to other parties and minor changes were made to appease those parties – for example, adding a Salt Lake County Council seat and requirements for additional legislative body participating and consent (in our case the City Council).
- PCMC has been a member of the Mountain Accord since 2014.
- The Mountain Accord was not a separate, legal entity. Instead, the Accord functioned as a collaborative venture by those who signed.
- PCMC has been asked to sign the new Assignment Interlocal Agreement, which once again codifies the transition from collaborative venture to independent legal entity.
- No additional financial commitments are included by signing this transitional agreement beyond existing commitments.
- Similar to the 2016 Interlocal that was approved by Council, 11 other entities are also being asked to sign the new assignment ILA, such as Summit County, Town of Alta, Metropolitan Water District of Salt Lake & Sandy, etc., etc.
- [Mountain Accord Website](#)
- [Central Wasatch Commission Information](#)

Acronyms

PCMC	Park City Municipal Corporation
CWC	Central Wasatch Commission
ILA	Interlocal Agreement

The Problem

In September 2016, City Council signed a Central Wasatch Commission Interlocal agreement to affect a governance transition from a collaborative venture to an independent legal entity. The interlocal was deemed unacceptable to another party to the agreement and minor changes were made as a result – for example, adding a Salt Lake County Council seat and requirements for additional legislative body participating and consent (in our case the City Council).

There are two Central Wasatch Commission governing documents for your review and consideration:

- **CWC Formation ILA – no action necessary (Attachment A). For review only.** In general, the CWC formation ILA is an overarching governing document that was been signed by the four (4) originating members and sent to the Utah Lieutenant Governor for certification and approval:
 1. Sandy
 2. Cottonwood Heights
 3. Salt Lake City
 4. Salt Lake County
- **CWC New Assignment ILA – requires Council direction/action (Attachment B).** In general, the purpose of the CWC Assignment ILA is to implement the actions that were envisioned in the Mountain Accord, signed in August 2015. Specific objectives include:
 1. engage the public, collaborate with stakeholders;
 2. transportation solutions focused on transit, walking, biking;
 3. visitor amenities, trails, and canyon stewardship; and
 4. watershed protection.

Background

- The Mountain Accord was established in February 2014 to “benefit current and future generations by establishing an integrated, comprehensive, landscape scale framework for the future of the Central Wasatch Mountains.”
- “The Accord agreement, signed in August 2015, is the consensus position of the Executive Board members and over 150 signatories.”

2013	Early 2014	Late 2014	Early 2015	August 2015
20+ key elected officials and stakeholders convened	Mountain Accord Publically Launched	Identified Existing Conditions, Future Trendlines, & Idealized Systems	5,000+ member of the public weigh in on a proposed Blueprint	Signed Accord – Land Mark Consensus

- Though the Accord brought together disparate interests in a collaborative manner to plan a more sustainable plan for the preservation of the Central Wasatch mountains, it was not a public body nor was it a government entity.
 - Neither the Program Charter nor the Accord was legally binding documents.

- Funds were contributed and allocated to projects through Interlocal Agreements (legally binding) among the local governments represented on the Executive Board.
- Moving to the Central Wasatch Commission (CWC) will hopefully provide more transparency and alignment with other boards and commission governed by the State of Utah. See FACT SHEET
 - The CWC is being proposed as an interlocal agency and a political subdivision of the State of Utah.
 - The CWC will hopefully formalize collaboration and streamline decision-making among the multiple jurisdictions with authorities in the Central Wasatch Mountains. The area of focus is between I-80 and the Salt Lake County line south of Little Cottonwood Canyon.
 - CWC and Stakeholder Council meetings will be open to the public and will comply with the Utah Open Meetings Act, as outlined in the draft Interlocal Agreements.
- Per previous Council direction, Councilmember Andy Beerman is the Park City and “Wasatch Back” representative.
- Today, PCMC and Summit County are in the process of formulating and evaluating alternatives as part of the Alternatives Analysis (I-80) funded by Mountain Accord. This evaluates not only different types of modes, but also alignments within the study area which includes SR 224 from Kimball to Kearns.
 - PCMC believes 3 conceptual alignments that will be shared with the Council and public at an open house in early July.
 - Preliminary environmental and community impacts, and conversely, benefits (both quantitative and qualitative) will also be presented to the community.
 - Following the workshop, the team will consider the pros and cons of each alternative, evaluate them for consistency with the Purpose and Need, and consider public input.
 - Ultimately, the project will arrive at a recommendation for a Locally Preferred Alternative. This is important because it can save time and money by expediting project development by allowing the lead agency to apply for Federal Capital Investment Program Funding.

<u>Date</u>	<u>Item</u>
September 15, 2016	<u>Central Wasatch Commission ILA Staff Report Approval</u>

Alternatives for City Council to Consider

1. **Recommended Alternative:** Review and approve the new CWC Assignment ILA
 - Pros
 - a. Council has already approved, in principle, a very similar ILA in September 2016.
 - b. The new ILA will make the CWC subject to State governance regulations, such as subject to Open Meeting Act and accounting and budgeting standards.

- c. The new ILA, if signed, continues the collaborative work of the Mountain Accord, of which, PCMC has previously expressed financial support.
- d. Programing such as the I-80/SR 224 study would continue without interruption.

Cons

2. Null Alternative: Same as Not Approve; PCMC Declines Further Participation

Pros

- a. PCMC would save approximately \$200,000.
- b. Staff resources could be redirected towards other, more local programming.

Cons

- a. The I-80 project could be put in jeopardy due to the lack of funding.
- b. PCMC would save approximately \$200,000.
- c. Staff resources could be redirected towards other, more local programming.
- d. Pulling our support could impact PCMC's relationship with other Wasatch Front cities/towns

Department Review

Executive, Budget

Funding Source

Already approved funding for this program is being paid out of the Transit Department.

Attachments

- A CWC Formation ILA_Aproved_May 7 2017
- B CWC Assignment ILA Agreement_2017
- C CWC Assignment ILA Agreement_Redlines Comparing 2016 version vrs. 2017 version

**CENTRAL WASATCH COMMISSION
INTERLOCAL AGREEMENT**

This Interlocal Agreement dated as of _____, 2017 (this "Agreement") is entered into by and among the parties hereto (the "Members") pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

WITNESSETH:

WHEREAS, the Act provides that two or more public agencies may agree to create a separate legal or administrative entity to accomplish the purpose of their joint or cooperative action, and the Act further provides that one or more public agencies may contract with each other or with a separate legal entity created pursuant to the Act to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, each of the Members is a "public agency" as defined in the Act and desires to be part of a separate legal entity and political subdivision of the State of Utah to be known as the "Central Wasatch Commission" (the "Commission") to accomplish the purpose of their joint and cooperative action and to vest in the Commission certain powers set forth in the Act and certain powers possessed by each of the Members; and

WHEREAS, many or all of the Members signed the Mountain Accord document (the "Accord") effective July 13, 2015, which is a foundational document that identifies a suite of actions that are recommended to be implemented, in coordination with and subject to local jurisdictional authority, to ensure that future generations can enjoy the activities provided by the Central Wasatch Mountains, while preserving our watershed and natural environments; and

WHEREAS, the Members intend to continue the Accord's robust, collaborative process that builds consensus to provide for the long-term protection of the Central Wasatch Mountains' water, lands, environment, recreational opportunities, economic prosperity, and a transportation system that serves these values; and

WHEREAS, Member Salt Lake City has a major interest in the watershed of the Wasatch Mountains, Member Salt Lake County encompasses the Central Wasatch Canyons, Member Sandy City is adjacent to Little Cottonwood Canyon, and Member Cottonwood Heights is adjacent to both Big Cottonwood Canyon and Little Cottonwood Canyon; and

WHEREAS, the Members are willing and desire to implement the Accord in coordination with and subject to local jurisdictional authority; and

WHEREAS, pursuant to the Act, the Members desire to form and be part of the Commission in order to implement the Accord in coordination with and subject to local jurisdictional authority; and

WHEREAS, all requirements of, and all actions required to be taken pursuant to, the Act and the laws of the State of Utah (the "State") to cause this Agreement to be the legal, valid and binding agreement of each of the Members and to cause the Commission to be duly constituted

and created as a separate legal entity and political subdivision of the State have been observed and taken:

NOW, THEREFORE, the Members agree as follows:

ARTICLE I

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to provide for the creation of the Commission and to vest in the Commission the power and authority outlined herein to enable the Commission to accomplish and give effect to the joint and cooperative action of the Members to implement principles of the Accord and other related objectives determined by the Commission in coordination with and subject to local jurisdictional authority.

ARTICLE II

EFFECTIVE DATE AND TERM

This Agreement, having been approved by a resolution adopted by the governing body of each of the Members, filed in the official records of each of the Members and having been approved by a duly authorized attorney or attorneys for each of the Members, shall be effective on and as of the date first written above and, subject to earlier termination pursuant to Article IX, shall be effective for a term of fifty (50) years from such date.

ARTICLE III

CREATION OF THE COMMISSION

Pursuant to the provisions of the Act, the Members hereby create the Commission as a separate legal entity and political subdivision of the State to accomplish the purpose of their joint and cooperative undertaking.

ARTICLE IV

DEFINITIONS

In addition to other capitalized terms defined elsewhere in this Agreement, the following words or phrases shall have the following meanings:

- A. **"Accord"** means the written Mountain Accord document dated effective July 13, 2015, a copy of which is attached hereto without exhibits or signature pages as exhibit "A," which is further described in the above recitals.
- C. **"Board"** means the governing body of the Commission.
- D. **"Commission"** means the Central Wasatch Commission Interlocal entity formed by this Agreement.
- E. **"Commissioner"** means a member of the Board.

- F. "Member" means a member of the Commission who is signatory to this Agreement.
- G. "Member Commissioner" means a Commissioner appointed by a Member of the Commission. Each Member Commissioner shall be a currently serving elected official of that Member.
- H. "Mountain Accord" means a process used by a diverse group of individuals and entities concerned about the Central Wasatch Mountain Area who developed the objectives of the Accord and signed the Accord effective July 13, 2015. The Mountain Accord did not create a separate legal or governmental entity, but instead functioned as a collaborative venture of those who signed the Accord.
- I. "Appointed Commissioner" means a Commissioner appointed pursuant to the process provided in Article V. B. (2) who does not represent a specific Member.
- J. "Project Study Area" means the geographical study area of focus of the Commission, which is the area commonly referred to as the Mountainous Planning District, and the area of Summit County that is located Westerly of US 40 and Southerly of I-80. As used in this Agreement, "Project Study Area" means the same as "Project Area". (See Exhibit B, a Map of the "Project Study Area".)
- K. "Mountain Accord Stakeholder Council" or "Council" means the group of Stakeholders who are appointed by the Board to serve as an advisory body to the Board as described below.
- L. "Stakeholders" are individuals and entities that have a direct interest in the objectives of the Accord, some of whom signed the Accord, as identified from time to time by the Board.

ARTICLE V

ORGANIZATION

A. **Members.** The Commission is initially comprised of the Members that are signatory to this Agreement. Additional Members may be added to the Commission pursuant to the process provided in Article V.B.(3). To become a Member, the governing body of each proposed additional Member must also approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.

B. **Board.**

(1) Appointments of Member Commissioners.

(a) The Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of each Member shall appoint an elected public official from their respective entity to serve as a Commissioner.

(b) The Salt Lake County Council shall appoint an At-Large County Council Member to represent the interests of the greater Salt Lake County.

(2) Appointed Commissioners. Additional Commissioners who do not represent a specific Member entity may also be appointed to the Board pursuant to the process provided in Article V.B.(3) as follows.

(a) The Members shall appoint a Commissioner to represent the interests of the portion of the Project Area located to the East of the Wasatch Range (ie., the so-called "Wasatch Back"). Park City and Summit County may jointly nominate an elected or appointed public official for appointment by the Board for this Appointed Commissioner.

(b) The Members shall appoint a Commissioner to represent the interests of the Utah Department of Transportation.

(3) Procedure for Approving Additional Members and Appointed Commissioners.

(a) The appointment of any additional Member or Appointed Commissioner requires:

(i) A majority vote of all Commissioners then serving on the Board;
and

(ii) Approval by the legislative body of each of the Members.

(4) Tenure. Each Commissioner shall serve until his or her tenure as an elected or appointed public official (as applicable) terminates, until his or her successor is duly appointed by the sponsoring Member or the Board (as applicable), or until his or her sponsoring Member (if any) withdraws from the Commission, whichever occurs first. A vacancy on the Board shall be filled in the same manner as the appointment of the Commissioner whose vacancy is being filled.

(5) Compensation and Expenses of Commissioners. Commissioners may not receive compensation or benefits for their service on the Board, but may receive per diem and reimbursement for travel expenses incurred as a Board member at the rates established by the State of Utah, Division of Finance.

(6) Open Meetings Act. Board meetings are subject to the Utah Open and Public Meetings Act.

C. Officers. Bi-annually, the Commissioners shall elect from their membership a Chair, a Co-Chair, a Secretary and a Treasurer.

D. Voting.

(1) A Commissioner may not delegate the right to vote on Commission matters to any designee; provided, however, that a Commissioner may send a non-voting designee to Commission meetings for the purpose of gathering information for and expressing the viewpoint

of the designee's Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in the Utah Open and Public Meetings Act.

(2) All actions of the Commission require approval of at least a majority vote of all Commissioners then serving on the Board.

**ARTICLE VI
OBJECTIVES AND POWERS**

A. Commission Objectives.

(1) To implement the Accord, in coordination with and subject to local jurisdictional authority, the Commission shall pursue the following objectives:

(a) Evaluate, study, prepare reports, and make recommendations concerning the future of the Project Area.

(b) Engage the public and collaborate with Stakeholders concerning the objectives of the Accord.

(c) Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking.

(d) Plan and implement visitor amenities, trails, and canyon stewardship.

(e) Conserve and protect watershed and stewardship of natural resources.

(f) Undertake other efforts to ensure the welfare of the Project Area as contemplated by the Accord.

(2) In carrying out its objectives, the Commission shall consider the following aims for the Project Area:

(a) A natural ecosystem that is conserved protected and restored such that it is healthy, functional, and resilient for current and future generations.

(b) A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.

(c) A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional transportation network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports land-use objectives; and is compatible with the unique environmental characteristics of the Project Area.

(d) Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

B. Commission Powers. The Commission shall have all powers granted by this Agreement, which are as follows:

(1) To contract generally as approved by the Board, including contracts with public and private entities for any purpose necessary or desirable for dealing with affairs of mutual concern, and to accept all funds, services and other assistance resulting therefrom.

(2) To acquire real and personal property or an undivided, fractional, or other interest in real and personal property, necessary or convenient for the purposes of the Commission.

(3) To acquire, hold, utilize, spend, or dispose of its real and personal property, contributions, grants, and donations of real and personal property, funds, services, and other forms of assistance from persons, firms, corporation, and other private or governmental entities for projects or activities benefitting the Commission's objectives and the public interest.

(4) To act as an agency to receive and disburse federal and state grants, other grants; loans from Members, or funds from private organizations for all Board-approved planning and development programs and projects which are specifically intended to accomplish the Commission's purposes and objectives.

(5) To hire and discharge a staff, including appointing an executive director, administrator and consultants, and to employ and discharge such other persons as the Board deems appropriate for the proper administration of the Commission. The Board shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of such persons.

(6) To transfer and accept the transfer of contracts and inter-local agreements by and between Stakeholders, vendors, contractors and public agencies.

(7) To adopt, amend and repeal bylaws, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Act or this Agreement.

(8) To provide for insurance, including self-insurance, of any property or operations of the Commission or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard.

(9) To sue or be sued.

(10) To levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of any asset of the Commission. Such fees or charges shall comply with State law requirements and limitations.

(11) To invest funds as permitted by law.

(12) To issue bonds, notes or other obligations for the purposes for which the Commission was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of a Commission asset, which assignment, pledge or other conveyance

may, if so determined by the Members, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State or its political subdivisions. No bonds, notes or obligations of the Commission will be a debt of a Member without the approval of the legislative body of such Member. The legislative body of any Member that imposes a tax, fee, or other revenue stream that secures a bond issued by the Commission must approve the bond.

C. Limitations on Commission Powers. Notwithstanding anything to the contrary in this Agreement:

(1) The Commission has no authority to, nor does it, supplant any powers of its Members as set forth in the Utah Constitution, state law, county or municipal ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions; nor does the Commission have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

(2) The Commission may not limit or otherwise affect a municipality's authority with respect to development on land within the jurisdiction of the municipality or to protect its watershed through extraterritorial jurisdiction.

(3) The Commission may not limit or otherwise affect a county's authority with respect to the development on land within the jurisdiction of the county.

(4) The Commission may not limit or otherwise affect the taxing authority or tax revenues of any governmental entity.

(5) The Commission may not impose a fee or other revenue stream unless the fee or other revenue stream is approved by the legislative body of each Member.

(6) The Commission may not limit or otherwise affect the protection of the watershed of the Project Area.

(7) The Commission may not exercise the powers set forth in sections (B)(2), (B)(9) or (B)(10) of this Article VI without first notifying the legislative body of each Member.

ARTICLE VII

THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL

A. Organization. The Board shall empanel an advisory body to the Board known as the "Mountain Accord Stakeholders Council," which shall include 28-35 Stakeholders.

(1) The Council shall be appointed by the Board.

(2) The Board shall appoint a Chair and a Vice-Chair of the Council, who shall serve two-year terms that expire on June 30, or until their successors are appointed.

(3) Council members will serve for a four-year term ending on June 30th; however, at the first meeting of the Council, half of the Council members will be assigned a two-year term by the Chair. Those receiving two-year terms may be candidates for a subsequent four-year term at the expiration of their initial terms expiring on the first June 30th that is at least two years after

their appointment so that every two years approximately half of the Council member slots will be designated for new four-year terms. There will be no restriction on the number of terms a Council member may serve. The Council may provide the Board with a list of recommended replacements when there is a need for replacements.

(4) Council members may not receive compensation or benefits for their service on the Council.

(5) Council members may be removed by the Board for such cause as the Board deems appropriate.

B. Objectives of the Council.

(1) The Council is advisory to the Board.

(2) Council meetings are subject to the Utah Open and Public Meetings Act.

(3) The Council will meet as frequently as they choose; however, at least once a year they will meet in a public, noticed meeting of the Board to report on the Council's activities and future work.

(4) Commissioners may attend or may send a designee to participate in Council meetings.

(5) Council members are expected to attend Council meetings if at all possible.

(6) Council members may assist the Commission by communicating regularly with residents, interested parties, associations, networks and associates about Commission actions, projects, and Council meetings and work groups.

(7) Council members agree to:

(a) Support a consensus-based process for issues impacting the Project Study Area.

(b) Share information.

(c) Be collaborative and allow others to express their opinion and viewpoint.

(8) The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission's work and provide expertise and resources to inform the Commission's decision making.

(9) The Council may gather information, conduct fact-finding, counsel together, provide analysis, conduct feasibility studies, and otherwise collaborate with broader constituencies with interests in the Project Area in order to make suggestions, recommendations and proposals to the Board and the Commission's staff and consultants. The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission's work.

ARTICLE VIII

FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE

A. Annual Budget.

The Board shall adopt annually a budget for the Commission for the next fiscal (July 1 - June 30) year which shall set forth in reasonable detail the Commission's revenues and receipts as well as its operating, capital and administrative expenses, together with such other information as shall be necessary or desirable in connection with the Commission's operations. The Board may revise and amend each annual budget during the course of that budget year to the extent necessary or desirable.

B. Voluntary Appropriations by the Members.

Pursuant to the Act and in addition to any contractual obligations that may be undertaken by any of the Members pursuant to a loan agreement, financing agreement or other agreement with the Commission, each of the Members may appropriate funds, supply tangible or intangible property and provide personnel and services to the Commission to the extent permitted by law to enable or assist the Commission in the accomplishment of its purposes.

C. Insurance.

(1) Each Member shall be solely responsible for providing (a) workers compensation coverage for its agents, representatives, officers, employees, or contractors as required by law, and (b) insurance, including self-insurance, in an amount at least equivalent to the governmental immunity limits prescribed by State law, to cover liability arising out of such Member's negligent acts or omissions under this Agreement.

(2) The Commission shall purchase insurance, independent of the insurance maintained by each Member, to provide protection for the Commission's operations including, but not limited to (a) insurance to cover the liability arising out of its negligent acts and or omissions, (b) worker's compensation insurance for its agents, representatives, officers, employees, or contractors, as required by law, and (c) directors and officers liability insurance.

ARTICLE IX

WITHDRAWAL, TERMINATION AND DISSOLUTION

A. Withdrawal.

(1) No Member that is a party to an existing obligation to the Commission may withdraw from the Commission while and so long as any obligations of the Commission are outstanding that are secured or payable, in whole or in part, from the amounts payable by such Member under any written agreement with the Commission.

(2) Any Member that is not a party to any written agreement with the Commission may withdraw as a Member of the Commission at any time without the consent of the Commission, provided that the withdrawing Member shall file notice of withdrawal with the Board at least 90 days before the intended effective date of withdrawal. Any withdrawn Member

shall remain obligated to the Commission for any liabilities imposed by law or that arose from facts or circumstances occurring during that Member's tenure on the Commission.

B. Termination. The Commission may terminate the membership of any Member that is not a party to any existing payment agreement with the Commission only upon the majority vote of all Commissioners then serving on the Board; provided that such Member shall have been given at least 60 days' prior written notice of the proposed termination and an appropriate opportunity to respond to the Board concerning the proposed termination. Any such termination shall be effective 90 days after the Board files with the governing body of such Member a certified copy of the Board's resolution effecting such termination.

C. Treatment of Contributions Upon Withdrawal or Termination. Upon withdrawal of any Member or termination of the membership of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Commission and no part thereof shall be refunded to the withdrawn or terminated Member.

D. Dissolution. Upon final payment and upon the complete performance or satisfaction of performance by the Commission and its Members of all contracts entered into in connection with work of the Commission, this Agreement shall terminate upon adoption of a resolution of the Board providing for such termination which is approved by the majority vote of all Commissioners then serving on the Board. Any remaining net assets of the Commission shall be distributed among the then Members pro rata based on prior contributions or upon such other basis as the Board shall determine to be fair and equitable at the time.

ARTICLE X

AMENDMENTS AND SUPPLEMENTS

A. Amendments. This Agreement may be amended from time to time upon the majority vote of all Commissioners then serving on the Board, and approval by the legislative body of each of the Members.

B. Supplement for Additional Members. This Agreement may be supplemented from time to time to add additional Members as provided in Article V, above.

ARTICLE XI

DISPUTE RESOLUTION

A. Dispute Resolution. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof (a "Dispute") will be resolved as follows:

(1) The Members will endeavor for a period of one month to resolve the Dispute by negotiation, including by scheduling face-to-face meetings with representatives of the Members.

(2) If negotiations are unsuccessful, the representatives of the Members will, at the request of any other Member, attempt to mediate the Dispute before a mutually acceptable

mediator. The mediation will be completed within two months of the request for meditation unless the requesting Member extends the period in writing.

(3) If the Dispute is not successfully mediated, the Members may pursue any available remedies in District Court for the State of Utah.

ARTICLE XII MISCELLANEOUS

A. **Members not Partners.** The Members shall not be deemed to be partners, joint ventures or associated in any manner that obligates any Member for the obligations, defaults or miscarriages of any other Member or of the Commission.

B. **Governing Law.** This Agreement shall be construed under and in accordance with the Act and the laws of the State of Utah.

C. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

D. **Severability.** Should any term or provision of this be determined to be illegal, void or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed to be severed from this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not be affected; provided, however, that in lieu of such illegal, invalid, or unenforceable provision, the Members shall negotiate in good faith to formulate a substitute, legal, valid, and enforceable provision that most nearly implements the Members' intent in entering into this Agreement, and this Agreement shall be deemed so amended upon the majority vote of all Commissioners then serving on the Board.

E. **Governmental Entities.** The Commission and the Members are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 7 of the Utah Code Annotated (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Commission and the Members are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Commission and the Members do not waive any defenses otherwise available under the Immunity Act, nor does any Member or the Commission waive any limits of liability currently provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

F. **Additional Interlocal Act Requirements.** In satisfaction of the requirements of the Act, and in connection with this Agreement, the Members further agree as follows:

(1) This Agreement shall be approved by each Member pursuant to Section 11-13-202.5 of the Act;

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

(3) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Member, pursuant to Section 11-13-209 of the Act;

(4) Except as otherwise specifically provided herein, each Member shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

G. Authorization. Each of the Members represents and warrants to the others that the warranting Member has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Member.

H. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

I. Representation and Warranties.

(1) Each Member represents and warrants that it is a public agency and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations under this Agreement and that the execution and delivery of this Agreement does not violate under any law, order, regulation, or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

(2) Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

DATED effective the date first-above written.

[Signature pages follow]

Signed this ____ day of _____, 2017.

COTTONWOOD HEIGHTS

Its: _____

Approved as to Form

Signed this ____ day of _____, 2017.

SALT LAKE CITY

Its: _____

Approved as to Form

Signed this ____ day of _____, 2017.

SALT LAKE COUNTY

Its: _____

Approved as to Legal Form

Zach Shaw 3-9-17
Zach Shaw

Signed this ____ day of _____, 2017.

SANDY CITY

Its: _____

Approved as to Form

EXHIBIT A
THE ACCORD, JULY 13, 2015

j)(1 | MOUNTAIN ACCORD

THE ACCORD
July 13, 2015

The Central Wasatch mountain range is beloved by those of us who live along both sides of its ridge line. We hike, we bike, we ski, we discover wildlife, we ramble and amble and find solitude amid one of the world's most spectacular backyards. And even as these mountains are a source of peace and spiritual renewal, they are also our source for water and, literally, the reason life is possible in Utah's arid climate.

Amid threats from population growth, development pressures, and piecemeal decision-making, we know that we need to take action now to ensure we have clean water, a thriving economy, and an exemplary quality of life — not only for current generations, but for those that come after us. The time has come to truly consider the future of this precious landscape.

To that end, this Mountain Accord agreement (the 'Accord') represents the culminating commitment of more than 20 organizations who, through a voluntary, multi-year, public, consensus-based planning process agree to proceed with a suite of actions designed to ensure that future generations can enjoy all the activities we do today, while preserving our watershed and natural environment. Over the past few decades more than 80 studies have partially examined the Wasatch but until now, no effort has built a comprehensive plan that sees the forest for the trees. We the signers intend the Accord to influence future, local, regional and statewide planning and to initiate efforts to enact meaningful protections and preservations for the Central Wasatch in the face of growing pressures on this beloved mountain range. The actions proposed in the Accord will remain transparent and engage the public, and follow regional planning, National Environmental Policy Act (NEPA), and other applicable requirements.

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WHEREAS, the Central Wasatch Mountains are a treasured natural resource and we, the signers of this Accord, place a high value on the natural environment, wilderness qualities, watershed health, and aesthetics of these mountains;

WHEREAS, the Central Wasatch Mountains are the primary source of drinking water for Utah's growing urban populations and are the reason the region flourishes in Utah's arid climate;

WHEREAS, the Central Wasatch Mountains are a vital ecological unit and policies governing the unit should work together in harmony, not diverge from one another, in the interest of improving the health of the land and our watersheds;

WHEREAS, the mountain environment offers diverse recreational experiences that promote active lifestyles and enhances quality of life in the region;

WHEREAS, the Central Wasatch Mountains are an invaluable asset to the local and state economies, a beloved amenity for residents and companies that choose to locate in the region, and a key component of Utah's tourism industry;

WHEREAS, population growth, recreation use, traffic congestion, economic development pressures, land-use conflicts, and piecemeal and fragmented decision-making processes threaten the future health and viability of the mountains;

WHEREAS, the Mountain Accord process was established by a Program Charter in February 2014 to make integrated and critical decisions regarding the future of Utah's Central Wasatch Mountains;

WHEREAS, the Utah State Legislature passed a resolution in 2012 supporting the evaluation, through a public process, of year-round transportation solutions to serve multiple recreation uses in the mountains (SCR 10) and the Mountain Accord process and other efforts that have been conducted since that time reflect the current sentiments on the issues the legislature raised;

WHEREAS, the Program Charter established the Executive Board (refer to Attachment 1: Executive Board Membership) as a consensus-based body comprised of representatives from local governments, Utah state government and legislature, federal agencies, and private business, environmental, and recreation interests;

WHEREAS, the Program Charter defined the geographic area for Mountain Accord as portions of Salt Lake County, Summit County, and Wasatch County, bound on the west by the existing transportation backbone in the Salt Lake Valley (Salt Lake International Airport, FrontRunner Commuter Rail line, TRAX North-South light rail line, and I-15), on the east by Park City, on the north by Parley's Canyon, and on the south by Little Cottonwood Canyon;

WHEREAS, the Mountain Accord effort has placed a high value on public engagement, transparency, and the participation of all stakeholders;

WHEREAS, the Mountain Accord effort has engaged commercial interests and private property owners as willing participants;

WHEREAS, the Executive Board brought together more than 200 stakeholders and experts to consider future trends, visions, and goals and to create a "Blueprint" for the Central Wasatch Mountains;

WHEREAS, the Executive Board published the proposed "Blueprint" for the Central Wasatch Mountains for public comment and conducted an extensive process to collect feedback;

WHEREAS, public feedback reflected a desire to protect the integrity of this iconic landscape for its ecological values and outstanding opportunities for dispersed and commercial recreation; and

J\A\I\ MOUNTAIN ACCORD

WHEREAS, the Executive Board received and incorporated public comment into this Accord document, which replaces the proposed Blueprint and memorializes the final consensus recommendations of the Executive Board.

Now, therefore, the undersigned signers of this Accord agree as follows:

AGREEMENT

1. PURPOSE OF ACCORD

- 1.1. The Accord represents the consensus positions of the Mountain Accord Executive Board and undersigned parties (the signers of the Accord). It serves as a formal recommendation and documented reference for current and future decision makers at the private, local, state, and federal level.
- 1.2. The intent of the Accord is to benefit current and future generations by establishing an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains that provides for the long-term protection of the region's water, lands, environment, recreational opportunities, and economic prosperity. The signers of the Accord support a transportation system that serves these values.
- 1.3. The signers of the Accord agree to pursue federal action for land designations, land exchanges and transit/transportation solutions. The Accord signifies unanimous support for passage of a comprehensive compromise conservation package that can only be carried out by U.S. Congress.
- 1.4. It is recognized by all signers of this Accord that while federal actions may occur, there are conditions outlined in the Accord that are needed to achieve the federal outcomes.
- 1.5. The signers agree to support the Accord and to work diligently and in good faith to accomplish the actions recommended in the Accord – both as a whole and within our respective jurisdictions.
- 1.6. The signers of this Accord recognize that many of the actions recommended in this Accord are subject to rigorous analysis and public review pursuant to the National Environmental Policy Act (NEPA), and other state, local, or private decision-making processes. The decision-making authority for actions that require NEPA lies with the applicable federal agencies.
- 1.7. Specifically, the signers of the Accord seek:
 - 1.7.1. A natural ecosystem that is conserved, protected and restored such that it is healthy, functional, and resilient for current and future generations.
 - 172 A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.
 - 173 A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports

AtVI MOUNTAIN ACCORD

land-use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch .

- ~~174~~ Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

2. INTENDED OUTCOMES

The signers of this Accord seek the following outcomes:

- 2.1. To protect watersheds and ensure existing and future culinary water resources are reliable and of high quality. To preserve lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities and to restore degraded lands.
- 2.2. To designate certain U.S. Forest Service lands in the study area for additional federal protections, as shown on Attachments 3 and 5 (existing conditions are depicted on Attachment 2). To bind ski resorts on public land within the federal designation as shown on Attachment 5: Intended Outcomes.
- 2.3. To reduce the patchwork nature of public and private land ownership so that U.S. Forest Service is managing undeveloped rather than developed lands. To consolidate U.S. Forest Service lands, to obtain inholdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership.
- 2.4. Clustered Nodes**
 - 2.4.1. To encourage development patterns that reduce sprawl and preserve open space, sensitive environments, community character, and quality of life in the mountains.
 - 2.4.2. To focus future development in urban areas near transit corridors, specifically in those areas identified by the Wasatch Choice for 2040 and Wasatch Back Choice for 2040 vision efforts (shown as Economic Centers on Attachment 7).
 - 2.4.3. To limit additional mountain development in the Cottonwood Canyons to clustered nodes within existing disturbed areas at the bases of the existing ski areas. The signers of the Accord recognize the rights of private property owners to develop their property as prescribed by existing local laws and ordinances. An estimate of development units planned prior to the Mountain Accord effort is shown on Attachment 6: Resort Area Development.
 - 2.4.4. To the extent mountain property is developed, the signers of the Accord agree to promote development with the following characteristics:
 - thoughtfully designed to complement the natural setting and maintain open spaces,
 - compatible with the communities as defined in local land-use plans and ordinances, and
 - focused around transit stations to encourage walking, biking, and transit use, and to reduce single-occupancy automobile use.
 - 2.4.5. To seek plans, ordinances, and policies that support the land use intentions and intended outcomes outlined in this section for the Cottonwood Canyons through cooperation with local land use authorities, environmental organizations, property owners, and other

interested parties.

- 2.5. To design a balanced recreation system with a wide variety of recreational opportunities for residents and visitors that will reduce the degradation of natural resources caused by such uses. To focus recreation infrastructure at strategically located and designed nodes, to provide convenient access at these nodes, and to accommodate and manage growth in recreation uses. To integrate trail access with transit solutions.
- 2.6. To create transportation connections between the economic and population centers in the urban areas and the recreation destinations in the Central Wasatch Mountains that support the environmental, recreation, and economic goals of the Accord and serve residents, employees, and visitors. Such transportation connections should increase transit use, walking, and biking and decrease single-occupancy vehicle use. To focus transit improvements in locations that are compatible with the unique environmental character of the Central Wasatch Mountains.
- 2.7. To plan and implement transportation solutions in the canyons with the goal of reducing risks associated with avalanches, winter weather, rockslides, incidents, and other hazards and to improve emergency response capabilities and evacuation routes.

3. AGREED-UPON ACTIONS

- 3.1. To achieve the outcomes described above, the signers of this Accord agree to pursue a comprehensive and interdependent package of actions including land exchanges, land designations, transportation improvements, environmental monitoring, and other actions, as described in the remaining sections. Because the following actions are interdependent, the signers recognize that removal, additions, or alteration of individual actions may warrant re-negotiation.

3.2. FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS

- 3.2.1. The signers of this Accord agree to support and pursue a new federal land designation for the land shown on Attachment 5: Intended Outcomes. The federal designation will provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership within the boundary shown on Attachment 5. The federal lands within this boundary total approximately 80,000 acres. Options for the federal land designation could be National Recreation Area, National Monument, or Conservation Management Area (all requiring designation by U.S. Congress). It is intended the federal lands will continue to be managed by the U.S. Forest Service.
- 3.2.2. The federal land designation will specifically prohibit expansion of ski areas onto public lands beyond the resort area boundaries shown on Attachment 5: Intended Outcomes. The ski areas will support the land designation actions, and will not seek to further expand their respective footprints onto public land within the federal designation area shown on Attachment 5.
- 3.2.3. The signers of this Accord recognize that the federal land designation and the land exchange will require federal action, and have drafted federal legislation proposing these

actions. The signers agree to continue work on the draft legislation and to formally approve the proposed legislation language through the Mountain Accord Executive Board consensus process. The signers of the Accord request that the U.S. Congress introduce the federal legislation as soon as possible; and the desired outcome is for legislation to be enacted before the end of the 2016 calendar year.

- 3.2.4. The federal legislation may establish new wilderness areas as recommended by the Executive Board.
- 3.2.5. The signers of this Accord anticipate growth in year-round use of the ski areas and expressly support changes to recreation infrastructure (e.g., lifts, trails, etc.) that respond to changes in demand within the ski areas' respective U.S. Forest Service Special Use Permit boundaries. The signers recognize such changes would be managed through standard permit processes. Land transferred to U.S. Forest Service ownership within the Special Use Permit boundary will be managed according to the Special Use Permit.
- 3.2.6. The signers of this Accord agree to carry out land designation actions, including the adjustment to wilderness boundaries identified on Attachment 3, in a manner that will preserve transportation alternatives and not prejudice the NEPA process.
- 3.2.7. Transit infrastructure, transit stations and associated public amenities (such as restrooms), trails, and trailheads may be considered within the new federal designation and on the lands exchanged into public ownership, in locations consistent with intended outcomes and Mountain Accord vision and goals.
- 3.2.8. Nothing in the Accord is intended to limit the Utah Department of Transportation from providing avalanche control and maintenance activities on current and future transportation facilities.

3.3. LAND EXCHANGE

- 3.3.1. The signers of this Accord recommend that the U.S. Forest Service initiate, in accordance with NEPA requirements, the land exchange concept as shown on Attachments 3 and 4. The signers recognize that land exchanges are subject to valuation, land, title, and boundary descriptions, and mitigation analyzed in the NEPA process.
- 3.3.2. For lands currently in U.S. Forest ownership that would be transferred into private ownership, the signers of this Accord recognize that the U.S. Forest Service must receive 100 percent of the value of the transferred federal lands on a value-for-value basis for each ski area. At least 75 percent of the value of the federal lands must be in the form of private land transferred into federal ownership. Up to 25 percent of the value of the federal lands may be in the form of monetary payments.

3.4. ALTA LAND EXCHANGE

- 3.4.1. The Alta Ski Lifts Company agrees to proceed with the exchange of the following lands (shown on Attachments 3 and 4): approximately 603 acres of Alta Ski Lifts Company land (including but not limited to parcels in Emma Ridge, Grizzly Gulch, and Devil's Castle) in exchange for approximately 160 acres of U.S. Forest Service land situated at the base of

the ski area.

- 3.4.2. The signers of this Accord understand that the Alta Ski Lifts Company-U.S. Forest Service land exchange may only be executed after the NEPA process is complete and is dependent upon valuation; land, title, and boundary descriptions; and mitigation.
- 3.4.3. Alta Ski Lifts Company's commitment to exchange its private land with the U.S. Forest Service is conditioned upon:
 - Transit improvements (including a tunnel or other type of connection between Little Cottonwood Canyon and Big Cottonwood Canyon) that resolve transportation problems and improve avalanche control and safety in Little Cottonwood Canyon. The consideration of such a transit project will be subject to NEPA and other requirements.
 - Approval to build a 100-room hotel (anticipated to be contained in one building) and eight commercial/retail shops in support of a transit station. The conditions outlined by Alta Ski Lifts Company do not bind current or future Town of Alta councils or administrations.
 - Provision of culinary water for a 100-room hotel and eight commercial/retail shops in support of a transit station.
- 3.4.4. The signers of the Accord agree to work in good faith toward a transit system and associated public amenities (such as public restrooms) for summer and winter visitors, including a dispersed-user trailhead, consistent with Mountain Accord intended outcomes. A transit system and/or station could be located on base-area land obtained in the exchange, subject to the NEPA process. A portion of the water referenced above (e.g., the eight commercial/retail shops) will be used for such public amenities.
- 3.4.5. Salt Lake City agrees to provide additional culinary water for the purpose of up to a 100-room hotel to be operated by Alta Ski Lifts Company and eight commercial/retail shops supportive of a transit station to be operated by Alta Ski Lifts Company. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lifts Company. For Salt Lake City, the provision of this additional culinary and snowmaking water is contingent upon:
 - widespread and permanent protection of federal lands in Salt Lake City's municipal watersheds,
 - transfer of privately held parcels into federal ownership and permanent protection as described in this Accord, including those privately held parcels in Grizzly Gulch,
 - no future ski resort expansion as defined in Section 3.2.2, and
 - Salt Lake City's completion of legal review.
- 3.4.6. Under the current conditions, the Town of Alta supports a federal land exchange between the Alta Ski Lifts Company and the U.S. Forest Service provided the following conditions are met:
 - Decisions regarding the land exchange and transportation improvements in Little Cottonwood Canyons are made together. If transportation solutions fail to proceed, the Town of Alta may withhold its support of a federal land exchange between Alta Ski Lifts Company and the U.S. Forest Service. Commitment from Alta Ski Lifts Company to work with the Town of Alta, existing base area property owners, and the public to maintain access to public lands for ski area use, trails, business

operations, parking, and other existing private uses, even if the resort and transit facilities are reconfigured.

- Commitment from Alta Ski Lifts Company that base area land dedicated for public purposes such as transit, public facilities, trailheads, and community spaces, etc. may be deeded to public bodies responsible for managing those uses, with appropriate deed restrictions, pending the outcome of comprehensive land use and transportation planning.
- 3.4.7. Future development on lands to be acquired by Alta Ski Lift within Town of Alta boundaries is subject to Town of Alta zoning and land-use regulations. The Town of Alta recognizes that at this time the current zoning and General Plan do not anticipate this potential change in land ownership, and do not include all lands proposed for exchange from U.S. Forest Service ownership to Alta Ski Lift ownership in the plan's identified commercial core. If/when such transfer takes place, the Town of Alta will work collaboratively with the Alta Ski Lifts Company, existing private property and lodging owners in the ski base area, and the public to undertake a General Plan and zoning update.
- 3.4.8. Although the current Town Council and Planning Commission cannot bind future administrations, it is anticipated that any new zoning or land-use permits would be consistent with Mountain Accord intended outcomes and existing land-use patterns in the base area and would support a thriving commercial center for all base area business owners. The Alta Ski Lifts Company and the Town of Alta desire and intend to promote enhanced public facilities for use by Alta residents and visitors, while maintaining the natural character and open space characteristics that define the area now, and the continued vitality of established Town of Alta businesses.
- 3.4.9. A ski lift option on Flagstaff would be eliminated upon installation of an acceptable alternate avalanche control program replacing artillery in the area.
- 3.4.10. Transit Improvements in Little Cottonwood Canyon may occur without the Alta Ski Lifts Company land exchange if Alta Ski Lifts Company's conditions cannot be met (as described in this section). In this situation, there may still be a public need for a transit station and associated amenities, and the Town of Alta would likely need additional culinary water to sustain these purposes. As such, if the Alta land exchange is not implemented, Salt Lake City agrees to work with the Town of Alta to provide culinary water for a transit station and associated amenities, with the following conditions:
- Additional water will be used to facilitate transit station improvements that include, by way of example, public restrooms and up to eight commercial uses to facilitate public needs;
 - Transit station improvements will be designed in an environmentally sensitive manner to avoid watershed impacts; and
 - Salt Lake City completion of legal reviews.
- 3.5. **SNOWBIRD LAND EXCHANGE**
- 3.5.1. Mountain Accord respects each jurisdiction's authorities and desires with respect to land actions. Snowbird has proposed land actions in Salt Lake County and Utah County. The

signers of the Accord are not taking a position on the land proposal as it relates to Utah County until such time as Utah County agrees to any lands action in Utah County. Cooperation and collaboration between Salt Lake County and Utah County interests is important to avoid disparate approaches on this important issue.

- 3.5.2. For the Snowbird lands proposed to be exchanged in Little Cottonwood Canyon, the following conditions apply:
- Salt Lake County will develop a resort zone to better define development at the Snowbird base area in accordance with Mountain Accord intended outcomes (recognizing Snowbird's existing approved master plan and associated entitlements).
 - Salt Lake City will provide additional snowmaking water to Snowbird if Snowbird (under any conditions) transfers the Identified approximate 1100 acres to the U.S. Forest Service and the lands become part of the permanently protected federal designation.
 - The right to perform avalanche safety control by (especially above Snowbird and Town of Alta) will be preserved.

3.6. SOLITUDE LANDEXCHANGE

- 3.6.1. Solitude Resort (referred to as 'Solitude' and owned by Deer Valley Resort) agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 240 acres of Deer Valley's land located in the upper Big Cottonwood watershed in the Hidden Canyon/Guardsman Road area for approximately **50** acres of federal lands around the Solitude base area and an approximate 15-acre expansion of Solitude's special use permit to allow for relocation of the Honeycomb chair lift in lower Honeycomb Canyon.
- 3.6.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude.
- 3.6.3. The proposed federal designation will protect current dispersed recreation uses and watershed values and limit the potential for further ski area expansion in Silver Fork Canyon.
- 3.6.4. The Honeycomb lift extension will be subject to a NEPA process if and when Solitude makes an application. The NEPA process will consider a range of alternatives to meet the desired needs of Solitude while protecting backcountry experiences in Silver Fork. Specifically, uphill access to backcountry areas in Silver Fork Canyon will not be inhibited.
- 3.6.5. Recognizing there is no official winter parking for Silver Fork Canyon, Solitude commits to improving access conditions for backcountry recreationalists consistent with transportation options considered in the Cottonwood Canyons NEPA process.
- 3.6.6. It is recognized that the currently proposed SolBright lift referred to in the U.S. Forest Service Record of Decision 2003 could provide an unacceptable, higher-level of access to the Wolverine area. Recognizing this, Solitude and Brighton Mountain Resort will work with the U.S. Forest Service, representatives from the environmental community, and Salt Lake City to identify an alignment that would dramatically limit or virtually eliminate that access and would still provide a connection via chairlift from Brighton Mountain Resort to Solitude. Salt Lake City agrees to pursue such an alignment



assuming all permits and environmental/water quality protections would be in place.

- 3.6.7. Formal permission from Salt Lake City would need to be obtained if new lift alignments traverse Salt Lake City watershed parcels or if Solitude's expansion contains Salt Lake City watershed parcels.
- 3.6.8. Salt Lake City and Salt Lake County agree to provide flexibility in terms of where Solitude places its remaining 120 hotel rooms to support transit use consistent with Mountain Accord intended outcomes. Specifically, sewer and water units can be moved within the resort's base area to accommodate development patterns consistent with Mountain Accord intended outcomes.

3.7. BRIGHTON LAND EXCHANGE

- 3.7.1. Brighton Mountain Resort ('Brighton') agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 200 acres of Brighton's land, located in the upper watershed for approximately 15 acres of U.S. Forest lands around the Brighton base area and a 100 to 170 acre expansion of Brighton's special use permit in Hidden Canyon.
- 3.7.2. Any future lift servicing Hidden Canyon would be designed to return recreationists to the Great Western lift area.
- 3.7.3. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Brighton Ski Resort.
- 3.7.4. The signers of this Accord agree to work in good faith toward a transit station and associated public amenities for summer and winter visitors consistent with Mountain Accord intended outcomes. Salt Lake City agrees to work with Brighton to allow culinary water to be used to support public transit station improvements, contingent on completion of legal review, and provided that transit station improvements serve public purposes and are designed in an environmentally sensitive manner to avoid watershed impacts.

3.8. LAND ACQUISITION PROGRAM

- 3.8.1. The Executive Board will create a coordinated, comprehensive program for the acquisition of private lands with environment and recreation values within the study area. It is the intent of Mountain Accord to work with willing sellers. Where appropriate, the Executive Board will work with, and provide support to coordinate funding for local land trusts to acquire and preserve private lands.

3.9. TRANSPORTATION

- 3.9.1. In order to achieve the outcomes described in Section 2, the signers of this Accord agree to the steps related to transportation outlined in Sections 3.10 to 3.13. Attachment 7: Transportation Connections shows key transportation corridors.

3.10. COTTONWOOD CANYONS

- 3.10.1. The signers of this Accord will request that the applicable federal agencies initiate the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons. All decisions about such alternatives will be subject to NEPA procedures. Nothing in this agreement is intended to prejudice or circumvent the NEPA process.
- 3.10.2. The NEPA process may use the outcomes of the Mountain Accord analysis and the results of numerous previous studies that identify transportation issues in Big and Little Cottonwood Canyons as a starting point.
- 3.10.3. The signers of this Accord express their mutual preference for alternatives that connect to the existing regional public transportation system, and that incentivize public transit, walking and biking to and in the Cottonwood Canyons.
- 3.10.4. The signers of this Accord recommend considering alternatives that dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons. Specific options could include but are not limited to: recreation fees, congestion pricing, ski resort parking fees, U.S. Forest Service parking fees, tolling, single-occupancy vehicle restrictions, and elimination of roadside parking in the canyons. Any such options should be regionally coordinated and integrated with transportation alternatives considered in the NEPA process.
- 3.10.5. In addition to the dis-incentives to single-occupancy vehicle use described above, the signers of this Accord recommend that the NEPA process also consider the following:
- bus or rail transit improvements on the Fort Union corridor, the 9400 South corridor, Wasatch Boulevard, and Little Cottonwood Canyon;
 - improved year-round transit service on the existing roadway in Big Cottonwood Canyon;
 - a potential non-auto tunnel connection between Big Cottonwood Canyon and Little Cottonwood Canyon;
 - options that improve the cycling and pedestrian environments in Big Cottonwood and Little Cottonwood Canyons and in the approaches to the canyons; and
 - public transit stations and associated amenities that are thoughtfully designed to complement the natural setting of the Canyons, and to encourage biking, walking, and transit use.
- 3.10.6. The signers of the Accord recommend that the NEPA process fully consider bus-based transit alternative(s) that do not require major construction, and that equal consideration be given to low-impact options versus options that could require major construction. The signers also recommend that alternatives that do not connect the canyons be given equal consideration to those alternatives that do connect the canyons (for example, a tunnel). Any alternatives that include cross canyon connections will include an evaluation of environmental consequences such as increased usage, increased commercial opportunity, impacts to dispersed recreation, and impacts to water resources.
- 3.10.7. The signers of this Accord understand that NEPA requires a full analysis of alternatives

and environmental impacts. Subject to NEPA analysis, the signers of this Accord agree that trams,ski lifts,or other aerial modes are not recommended. Similarly,alternatives that would create increased capacity for single-occupancy vehicles are not preferred transportation options (in the context of moving people in Little Cottonwood Canyon).

3.10.8. It is recommended the NEPA process address the following questions:

- To what extent should single-occupancy vehicles be restricted or charged with fees?
- Should the transportation alternative include an independent guideway? If so,should it be on the road,near the road,or in a separate alignment outside avalanche paths?
- How can the road and selected transportation alternative be protected from avalanches?
- How can parking needs be reduced for the various alternatives?
- How can we maintain convenient access points and reasonable cost for canyon users?

3.11. BIGCOTTONWOOD TO PARK CITY

3.11.1. The signers of this Accord agree to further study the economic, transportation, community, and environmental detriments, benefits and impacts (both positive and negative) of a wide range of non auto-based options to connect Park City with Big Cottonwood Canyon. The study will include an analysis of carrying capacity for the broader Park City Community.

3.11.2. Summit County, Park City, Salt Lake County, Salt Lake City, U.S. Forest Service, the environmental community WFRC, and the Ski Resorts will develop a scope for further study and suggest next steps.

3.11.3. The study described above will be conducted through a local process (not a NEPA process) under the direction and control of the parties listed in Section 3.11.2 above. The signers of this Accord agree that the intent of this effort is to gather information and facts, and no party will have any obligation to act on the information gathered.

3.11.4. The signers of this Accord agree to actively support maintaining Guardsman Pass Road in its current management in winter (closed).

3.12. PARLEY'S CORRIDOR

3.12.1. With the goal of connecting economic centers and recreational nodes within the Wasatch Front and Back, the signers of this Accord agree to support an Alternatives Analysis to evaluate connections between the Salt Lake Valley and the greater Park City area. The Alternatives Analysis will consider modes, corridors and termini between Salt Lake City and Salt Lake County and the greater Park City area.

3.12.2. The intent of the Alternatives Analysis is to obtain concurrence on a Locally Preferred Alternative that more specifically addresses short- and long-term mobility needs on regional travel corridors, which may include, but are not limited to, I-80, SR-224, SR-248, US-40, Foothill Boulevard, 3300 South, and I-215. It will also consider multi-modal bicycle and pedestrian connections, including regional trails. Upon adoption of a Locally Preferred Alternative by the affected jurisdictions, and if a federal action is identified, the signers of this Accord support initiating the NEPA environmental review process for



proposed operational and infrastructure improvements with a subsequent goal of obtaining approval of a project that is consistent with Mountain Accord's vision and goals.

- 3.12.3. The Alternatives Analysis effort will include a review of wildlife corridors identified by the Environmental Dashboard or other related efforts and will consider opportunities to integrate safe passage of wildlife and other environmental mitigation into final recommendations.
- 3.12.4. A taskforce with representatives from Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional Council, Utah Transit Authority, and potentially others will undertake this effort.

3.13. MILLCREEK CANYON

- 3.13.1. The signers of this Accord support piloting and potentially implementing a shuttle providing service in Millcreek Canyon, with service to start before the summer of 2017, as recommended by the Millcreek Canyon Transportation Feasibility Study completed in 2012. Incentives for using shuttle rather than private vehicles will be explored.
- 3.13.2. The signers of this Accord agree to work in good faith toward improvements to the road cycling and pedestrian environment in Millcreek.

3.14. TRAILS AND CYCLING

- 3.14.1. The signers of this Accord agree to support development and implementation of a comprehensive trail and cycling plan for the Central Wasatch Mountains.
- 3.14.2. The trail plan will:
 - build on the Trails Implementation Plan developed by Trails Utah;
 - be developed in coordination with decisions regarding federal land designations (it could be included as a part of the U.S. Forest Service management plan);
 - contemplate a trail network that connects residents and communities, recreation nodes, and future transit stations; and
 - consider the overall balance and availability of multi-use trails and hiking-only trails, consider multiple user groups such as hikers, bikers, skiers, and climbers, and consider mitigation for user conflicts.
- 3.14.3. The road cycling plan will contemplate connections to recreation nodes and future transit stations and will address road cycling needs in Big Cottonwood Canyon, Little Cottonwood Canyon, Millcreek Canyon, and Parley's Canyon (including the approaches to each canyon).
- 3.14.4. Trail components recommended in the Trails Implementation Plan and hard surface road cycling facilities will be considered in the Cottonwood Canyons NEPA process and Parley's Corridor Alternatives Analysis.
- 3.14.5. The signers of this Accord agree to take immediate actions to support certain trail components that are ready for construction, including the Grit Mill trail and Utah Olympic Park to Mid-Mountain Trail.



3.15. NEPA PROCESS FOR COTTONWOOD CANYONS

- 3.15.1. The signers of the Accord recommend that the applicable federal agencies include the land exchanges and designations described in this Accord within the NEPA process described in Section 3.10 for the transportation alternatives in the Cottonwood Canyons.
- 3.15.2. The signers of this Accord, in accordance with the National Environmental Policy Act, support a NEPA process that is open, transparent, and comprehensive in scope, and an Environmental Impact Statement that is streamlined, public-friendly, and includes the existing conditions, goals, and relevant metrics developed through the Mountain Accord effort to the extent possible.
- 3.15.3. The signers of this Accord request that the federal agencies issue a Notice of Intent as soon as possible and with the goal that the NEPA process be completed before December 2016.
- 3.15.4. The signers of this Accord recommend that the NEPA decisions regarding transportation and land exchanges be made together, to ensure that land exchanges do not preclude or otherwise influence transportation alternatives.
- 3.15.5. It is recommended that either the NEPA process or a separate study analyze the capacity of the environmental resources (biological, flora, fauna, watershed) in the Cottonwood Canyons to remain healthy under increasing recreational use. The study should include an evaluation of the social capacity of recreation amenities such as trails to handle increasing use while maintaining a range of recreational experiences.

3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION

- 3.16.1. As recommended by the Mountain Accord Environmental Committee, an Environmental Dashboard will be developed and made available for integration into the NEPA decision-making process and other studies identified above. Actions identified above will include potential mitigation to improve environmental conditions as measured by the Dashboard. An Adaptive Management Plan will be developed that addresses changes in use and environmental conditions as measured by the Dashboard.
- 3.16.2. The Environmental Dashboard is the basis for development of a landscape-level restoration and mitigation plan that addresses watershed protection, contaminated soils/historic mining activities, lands with invasive weeds, impaired streams, roadside mitigation/stabilization, safe passage for wildlife, and other areas of the environment that are in a degraded condition.
- 3.16.3. The Environmental Sub-Committee developed the scope of work and will be initiated in Fall 2015.

3.17. GOVERNANCE AND FUNDING

- 3.17.1. In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, and in accordance with the recommendations from the Recreation and Environment Committees, the signers of this Accord agree to study and consider options for continued multi-jurisdictional coordination, collaboration, and

communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances.

- 3.17.2. The signers of this Accord agree to work together in good faith toward obtaining additional resources, including but not limited to, funding and authority necessary to prepare studies, perform environmental work, assist with year-round management and operations, safety, security, visitor services, environmental monitoring and restoration, purchase of private lands, trail development, and transportation solutions identified in this Accord. Management and operations could include improving sanitary conditions, mitigating erosion and compaction, controlling weeds, and mitigating the impacts caused by dispersed activities in sensitive wetland, riparian, and alpine ecosystems. The signers of this Accord agree to conduct an analysis of funding options and to identify funding solutions on a fiscally-constrained basis.
- 3.17.3. The signers agree that municipal authority to regulate watersheds on the Wasatch Front should be maintained. The signers agree that a regional approach to land use jurisdiction within the mountainous areas on the Wasatch Front (except for areas within existing municipal jurisdiction) should be maintained.
- 3.17.4. Mountain Accord decisions are consensus-based and do not supersede the authority of federal, state, and local jurisdictions. Local government signatories are encouraged to support the actions described in this Accord through zoning, general plans, or other available tools. However, local jurisdictions are not obligated to implement actions with which they are not in agreement. Disagreements should be disclosed to the Mountain Accord Executive Board.

3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY

- 3.18.1. The signers of this Accord agree to continue to build upon public engagement efforts, to maintain public transparency, and to implement a disclosure procedure for conflicts of interest for future efforts.

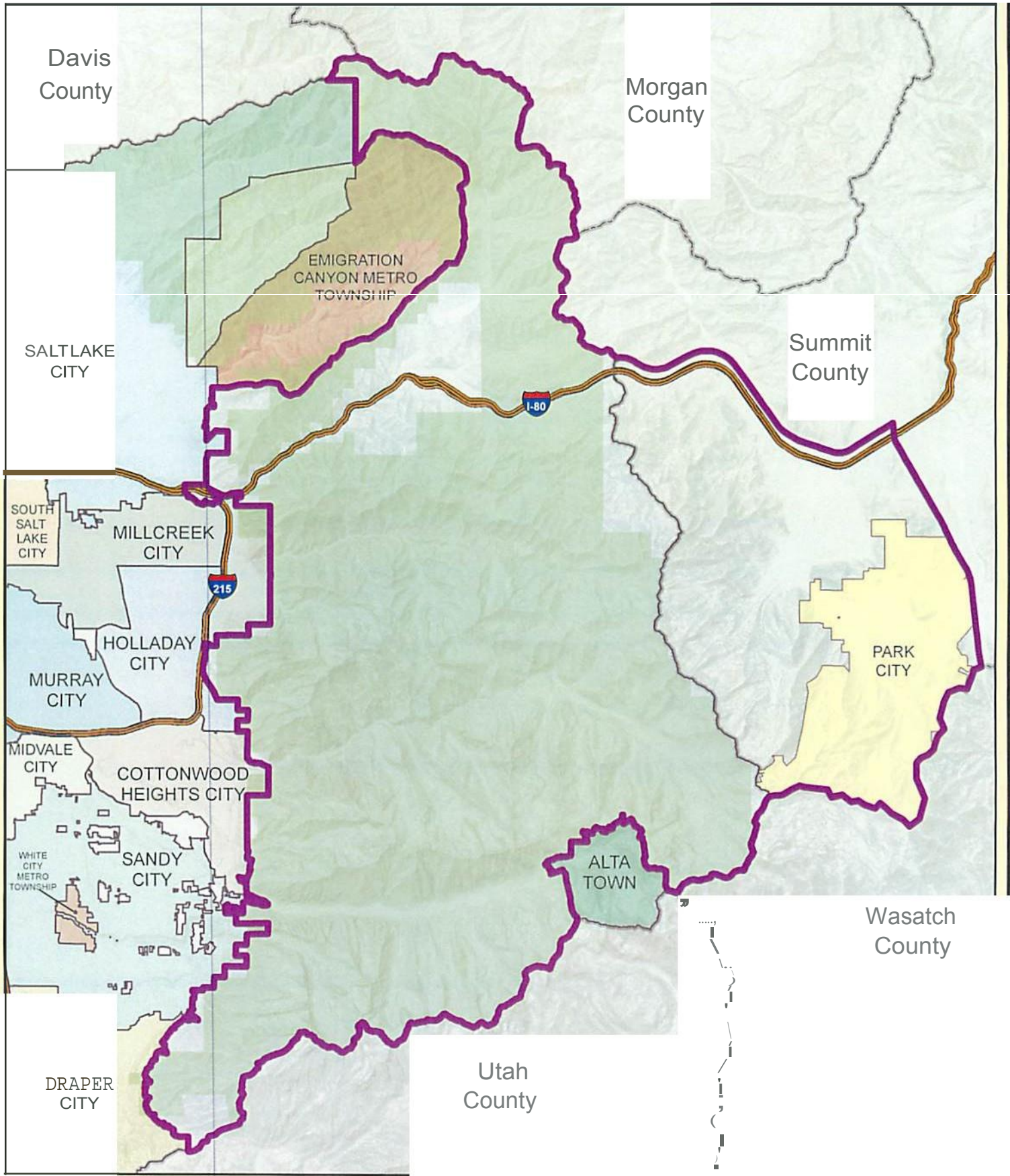
ATTACHMENT

1. Executive Board Membership
2. Existing Conditions
3. Proposed Federal Designation and Land Exchange
4. Land Exchange Detail
5. Intended Outcomes
6. Resort Area Development
7. Transportation Connections

INCORPORATED BY REFERENCE

1. Mountain Accord Program Charter
2. Mountain Accord Existing Conditions and Future Trendlines Report
3. Mountain Accord Vision, Goals, and Metrics
4. Mountain Accord Idealized Systems Reports
5. Mountain Accord Trails Implementation Plan

EXHIBIT B
PROJECT AREA MAP



..... Proposed CWPCSA Boundary
 National Forest Service

Proposed Central Wasatch Commission Project Study Area

3/2/2017

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INTERLOCAL ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT

This Interlocal Assignment, Assumption and Consent Agreement (this "Agreement") is entered into effective _____, 2017 by and among Cottonwood Heights ("Cottonwood Heights"), Draper City ("Draper"), the Metropolitan Water District of Salt Lake & Sandy ("MWDSLS"), Park City Municipal Corporation ("Park City"), Sandy City ("Sandy"), Salt Lake City ("SLC"), Salt Lake County ("Salt Lake County"), Summit County ("Summit County"), the Town of Alta ("Alta"), Utah Department of Transportation ("UDOT"), Utah Transit Authority ("UTA"), the Wasatch Front Regional Council ("WFRC") and the Central Wasatch Commission (the "Commission"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

Whereas, most of the parties to this Agreement (namely, Cottonwood Heights, MWDSLS, Park City, Sandy, Salt Lake City, Salt Lake County, Summit County, Alta, UDOT & UTA, called the "Phase I Parties") have previously entered into a Program & Funding Agreement for Wasatch Summit Phase I (the "Phase 1 Agreement") dated February 3, 2014;

Whereas, the Phase I Parties, along with Draper and WFRC (the "Phase II Parties") also signed the Program & Funding Agreement Mountain Accord Phase II (the "Phase II Agreement") dated February 16, 2016, which superseded the completed Phase I Agreement;

Whereas, the Mountain Accord Executive Committee subsequently recommended that the Phase II projects and funding be transferred to a new Interlocal governmental entity;

Whereas, the Commission has been formed pursuant to the Utah Interlocal Cooperation Act, UCA Title 11, Chapter 13 (the "Interlocal Act"), to assume the management of the Mountain Accord Charter and the Accord (dated July 13, 2015) (the "Mountain Accord");

Whereas, the WFRC is currently managing two of the Phase II Projects;

Whereas, Salt Lake County is currently managing one of the Phase II Projects;

Whereas, Summit County is currently managing one of the Phase II Projects; and

Whereas, the Parties now desire to assign and transfer the remaining rights and obligations of the Phase II Agreement to the Commission.

AGREEMENT:

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

1. **ASSIGNMENT AND ASSUMPTION.** The remaining rights and obligations of the Phase II Agreement are hereby assigned and delegated to the Commission. The Commission accepts and assumes the remaining rights and obligations of the Phase II Agreement.

2. **FUNDING.** The Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a 3-year period of work pursuant to the Phase II Agreement. As of the date of this Agreement, the Phase II Parties have contributed the amounts shown on the Table 1 and acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

Table 1.

Parties	Amount allocated	Amount Paid for 2015	Remaining Allocation for 2016 - 2017
Cottonwood Heights	\$150,000	\$50,000	\$100,000
Draper	180,000	60,000	120,000
MWDSLS	300,000	100,000	200,000
Park City	300,000	100,000	200,000
Sandy	300,000	100,000	200,000
SLC	600,000	200,000	400,000
Salt Lake County	600,000	200,000	400,000
Summit County	150,000	50,000	100,000
Alta	45,000	15,000	30,000
UDOT	150,000	50,000	100,000
UTA	600,000	<u>0*</u>	<u>600,000*</u>
Totals	\$3,375,000	\$925,000	\$2,450,000

Note *: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution for additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.

3. **UTA HOLDING ACCOUNT.** The cash heretofore contributed by the Phase II parties has been deposited in the UTA Holding Account established by the Phase I Agreement and the Phase II Agreement. UTA shall transfer all funds in the UTA Holding Account to the Commission as soon as practicable after the effective date of this Agreement. At the time of transfer, UTA will provide the Commission with an accounting of all funds received and disbursed from the UTA Holding Account, reconciling receipts and disbursements to the amount being transferred to the Commission.

4. **CURRENT PHASE II PROJECTS.** The following Phase II projects are currently under way:

a. WFRM has a program director contract (the "Program Director Contract") with LJ Consulting. \$1,000,000 has been transferred from the UTA Holding Account and received by

WFRC for use under the Program Director Contract. As soon as practicable after the effective date of this Agreement, WFRC will assign the Program Director contract to the Commission together with (i) the remaining funds held by WFRC for the Program Director Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Program Director Contract, and (iii) a progress report on the Program Director Contract. The Commission accepts the assignment and assumes responsibility for the Program Director Contract.

b. WFRC has entered into a Cottonwood Canyons transportation study contract (the "*Canyons Transportation Study Contract*") with WSP / Parsons Brinckerhoff. \$1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Canyons Transportation Study Contract, work under which is ongoing. As soon as practicable after the effective date of this Agreement, WFRC will assign the Canyons Transportation Study Contract to the Commission together with (i) the remaining funds held by WFRC for the Canyons Transportation Study Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Canyons Transportation Study Contract; and (iii) a progress report on the Canyons Transportation Study Contract. The Commission accepts the assignment and assumes responsibility for the Canyons Transportation Study Contract.

c. Salt Lake County has received \$250,000 from the UTA Holding Account for an "Environmental Dashboard" project. Those funds will remain with Salt Lake County for the operation of the project. Salt Lake County will provide periodic reports to the Commission on the "Environmental Dashboard" project, including a final report upon its completion.

d. Summit County has received \$400,000 from the UTA Holding Account for an I-80 transportation study (the "I-80 Study"). Those funds will remain with Summit County for the operation of the project. Summit County will provide periodic reports to the Commission on the I-80 Study, including a final report upon its completion.

5. INVOICES. Payments for existing contracts are currently subject to the Phase II Agreement, Paragraph 11 Payment of Invoices requirements. Those payment requirements shall continue to be used hereunder until the Commission develops and implements a new procedure for processing and payment of project/program invoices, including the projects referenced in paragraph 4 above.

6. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an "Amendment" or "Amendments") to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.

7. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be subject to the Utah Government Records Access and Management Act and other applicable state and federal law. Records created by or through work performed by Commission staff or consultants shall be maintained by such staff and consultants in accordance with their respective duties and scopes of work.

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

9. TERMINATION OF THE AGREEMENT. If the Commission determines the Phase II Projects should be discontinued and the Commission terminated, any remaining funds after payment of all Commission liabilities shall be refunded to each Party or contributor *pro rata* based on respective contributions over the duration of the Commission.

10. NOTICE. Notices required under this Agreement shall be sent to the Parties at the contact information set forth below:

COTTONWOOD HEIGHTS

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

Copy to:

Wm. Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84133
Telephone: (801) 530-7478
Email: wstopham@cnmlaw.com

DRAPER CITY

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

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

Michael L. Wilson
Metropolitan Water District of Salt
Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093
Telephone: (801) 942.9685
Email: wilson@swdsls.org

PARK CITY MUNICIPAL CORPORATION

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

Copies to:

Diane Foster, City Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: diane@parkcity.org

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

SANDY CITY

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

Copy to:

Sandy City
Attn: Deputy Mayor
10000 Centennial Parkway
Sandy, UT 84070
Telephone: (801) 568-4670

SALT LAKE CITY

Mayor Jackie Biskupski
Salt Lake City Mayor's Office
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, UT 84114
Telephone:
Email: jackie.biskupski@slcgov.com

Copies to:

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

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

SALT LAKE COUNTY

Mayor Ben McAdams
Salt Lake County Government Center
2001 South State Street, Ste. N2100
P.O. Box 144575
Salt Lake City, UT 84111-4575

Copy to:

Kimberly Barnett
Salt Lake County Government Center
2001 South State Street, Ste. N2100
P.O. Box 144575
Salt Lake City, UT 84114-4575
Email: kbarnett@slco.org

SUMMIT COUNTY

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

Copy to:
Tom Fisher
Summit County Council
60 North Main
Box 128
Coalville, UT 84017
Email: tfisher@summitcounty.org

TOWN OF ALTA

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

UTAH DEPARTMENT OF TRANSPORTATION

Carlos Braceras
Executive Director
P.O. Box 141265
Salt Lake City, UT 84114-1265
cbraceras@utah.gov

Copy to:

James Palmer
Assistant Attorney General
4501 South 2700 West
P.O. Box 148455
Salt Lake City UT 84114-8455
jimpalmer@ut.gov

UTAH TRANSIT AUTHORITY

Jerry Benson
President & CEO
669 West 200 South
Salt Lake City, UT 84101
jbenson@rideuta.com

Copy to:

Jayne Blakesley
General Counsel
699 West 200 South
Salt Lake City, UT 84101
Email: jblakesley@rideuta.com

WASATCH FRONT REGIONAL COUNCIL

Andrew S. Gruber
Executive Director
Wasatch Front Regional Council
295 North Jimmy Doolittle Road
Salt Lake City, UT 84116
Email: agruber@wfrc.org

CENTRAL WASATCH COMMISSION

Except as otherwise provided in this Agreement, any notice given by a Party under this Agreement shall be made in writing and mailed by U.S. mail, hand-delivered, or emailed (with a confirmation copy sent by US mail) to the other Parties addressed as specified above. A Party may change its contact information from time to time by giving written notice to the other Parties in accordance with the procedures set forth in this section.

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

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

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

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

d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs, if any.

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

12. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that

any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

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

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

IN WITNESS WHEREOF, the above-identified Parties enter into this Agreement effective the date of the last Party's signature. Except for the purposes of funding Paragraph 3, the effective date as to each Party is the date of that Party's signature.

COTTONWOOD HEIGHTS agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

COTTONWOOD HEIGHTS

Its: _____

Approved as to Form

DRAPER CITY agrees to provide \$120,000 (subject to required appropriations) in two annual installments of \$60,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

DRAPER CITY

Its: _____

Approved as to Form

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Its: _____

Approved as to Form

PARK CITY MUNICIPAL CORPORATION agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

PARK CITY MUNICIPAL CORPORATION

Its: _____

Approved as to Form

SANDY CITY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SANDY CITY

Tom Dolan
Its: Mayor

Approved as to Form

SALT LAKE CITY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SALT LAKE CITY

Its: _____

Approved as to Form

SALT LAKE COUNTY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SALT LAKE COUNTY

Its: _____

Approved as to Form

SUMMIT COUNTY agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SUMMIT COUNTY

Its: _____

Approved as to Form

TOWN OF ALTA agrees to provide \$30,000 (subject to required appropriations) in two annual installments of \$15,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

TOWN OF ALTA

Its: _____

Approved as to Form

UTAH DEPARTMENT OF TRANSPORTATION agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

UTAH DEPARTMENT OF TRANSPORTATION

Its: _____

Approved as to Form

UTAH TRANSIT AUTHORITY agrees to provide \$600,000 (subject to appropriations) in additional bus service for the 2016 – 2019 ski seasons in the annual amount of \$200,000.

Dated this ____ day of _____, 2017.

UTAH TRANSIT AUTHORITY

Its: _____

Approved as to Form

Dated this ___ day of _____, 2017.

WASATCH FRONT REGIONAL COUNCIL

Its: _____

Approved as to Form

Dated this _____ day of _____, 2017.

CENTRAL WASATCH COMMISSION

Its: _____

Approved as to Form

RESOLUTION # 2017-___

**A RESOLUTION RECOGNIZING THE VALUE OF FEDERAL PUBLIC LANDS TO
SUMMIT COUNTY, UTAH'S ECONOMY, RECREATION, HERITAGE, AND
QUALITY OF LIFE**

WHEREAS, Summit County contains a unique wealth of scenic and wild, high-alpine natural landscapes, including mountains, rivers, forests, lakes, basins, plateaus and wilderness areas, many of which lie within public lands owned equally by all Americans;

WHEREAS, nearly one-half of Summit County is mountainous and much of the High Uintas Wilderness Area is located within its boundaries;

WHEREAS, Summit County's open spaces create a mosaic of extraordinary scenery, habitat, recreation and natural resources, managed for multi-use, that are of immeasurable value to the health, welfare and enjoyment of Summit County's residents and visitors;

WHEREAS, public lands are essential to the quality of life in Summit County, providing extensive public recreational opportunities for wildlife watching, hiking, hunting, fishing, backpacking, horseback riding, skiing, snowboarding, bicycling, sightseeing, and numerous other outdoor recreational activities; thereby improving the health of our community and its visitors;

WHEREAS, Summit County enjoys many socioeconomic benefits from guiding, timber harvesting and other sustainable resource management on federal lands within its borders;

WHEREAS, in 2004, Summit County voters in the Snyderville Basin passed a Recreation and Open Space bond for \$10 million, which was used to purchase 314 acres of land to preserve for open space and recreational activities, such as mountain biking trails, Nordic track, and an off-leash dog park;

WHEREAS, in 2013, the Snyderville Basin Open Space Advisory Committee ("BOSAC") was created for the purpose of advising and providing input to the county manager and the county council regarding the creation, preservation, and identification of open space within the Snyderville Basin in order to ensure high conservation values and promote the resort and scenic character of the area;

WHEREAS, Summit County has transitioned from a primarily agricultural and natural resource-based economy to a more recreation-focused economy. Since 1998, the travel and tourism sector has steadily held approximately half of the County's total private employment;

WHEREAS, a significant portion of Summit County's economic livelihood rests on having an active and desirable recreation and tourism industry. The rate of employment in accommodation, recreation, food, arts, and entertainment in the County is over double the national rate at 19.4% (versus 9.5% nationally);

WHEREAS, Summit County's attraction to businesses, employers, employees, and tourists who are a significant component of our economy overwhelmingly flows from the high quality of life arising out of the expansive wild landscapes and outdoor recreational opportunities available in the County;

WHEREAS, Summit County has engaged in climate action planning to reduce its greenhouse gas (GHG) emissions and impacts on climate change, as well as to plan for an economically vibrant, environmentally healthy, and socially responsible future. The preservation of public lands and open spaces is critical to this planning;

WHEREAS, forests within these federally managed lands function as carbon storage critical to climate health;

WHEREAS, federally administered public lands in Summit County contain three headwaters that provide clean water for municipal water supplies, fisheries and ranching integral to the County's economy, quality of life and public welfare; and additionally provides the same for over three quarters of a million people along the Northern Wasatch Front;

WHEREAS, management of federally administered public lands by the U.S. Forest Service and U.S. Bureau of Land Management in compliance with federal law best protects the national value and utility of the public lands for all Americans and the values on which the economy in Summit County are dependent;

WHEREAS, management of federal public lands in compliance with federal law provides for collaboration with state and local agencies, and the community at large, that is more likely to produce effective landscape-wide management and economic viability than proposals to transfer federal lands out of federal ownership;

WHEREAS, any loss of these public lands or of public access thereto would have damaging consequences for Summit County's economy and harm the health and welfare of Summit County residents and visitors;

WHEREAS, Summit County strongly believes the transfer of federal lands within Summit County out of federal ownership would undermine the value of Summit County's ongoing investment in its open space programs;

WHEREAS, Summit County's citizens, and Americans throughout the country use federal public lands across the United States, and value them as a distinctly prideful part of our national heritage and a legacy for future generations, no matter in which state we live;

WHEREAS, Summit County supports the continued designation of our national monuments, particularly those located in the State of Utah, such as Bears Ears and Grand Staircase-Escalante. The lands within the Bears Ears National Monument are shared ancestral lands of more than one dozen tribes and are sacred to Native Americans throughout the

Southwest. Any change to the designation of this monument should be done in consultation with the Sovereign Nations of the Navajo, Hopi, Zuni and Ute Mountain Ute tribes;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Summit County, Utah, that:

1. The Summit County Council supports continued federal ownership and management of invaluable public lands in Summit County, Utah, as well as in the United States generally.
2. The Summit County Council recognizes the irreplaceable value these lands provide to our economy, recreation, quality of life and national heritage.

APPROVED AND ADOPTED this ____ day of June, 2017.

ATTEST:

SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH

Kent Jones
County Clerk

Christopher F. Robinson
Council Chair

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, MAY 24, 2017
SUMMIT COUNTY COURTHOUSE
COALVILLE, UTAH

PRESENT:

Chris Robinson, Council Chair

Kim Carson, Council Vice-Chair

Roger Armstrong, Council Member

Doug Clyde, Council Member

Glenn Wright, Council Member

Anita Lewis, Assistant Manager

Dave Thomas, Acting County Attorney

Kent Jones, Clerk

Some members of the Council attended a luncheon in honor of Public Works Appreciation Week at the Public Works Facility. Chair Robinson then called the Council to order at the Courthouse at 1:00 p.m.

Closed Session – Personnel and Property Acquisition

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

The Summit County Council met in closed session from 1:12 p.m. to 1:37 p.m. to discuss personnel. Those in attendance were:

Chris Robinson, Council Chair

Kim Carson, Council Vice-Chair

Roger Armstrong, Council Member

Doug Clyde, Council Member

Glenn Wright, Council Member

Brian Bellamy, Personnel Director

Dave Thomas, Acting County Attorney

Annette Singleton, Executive Assistant

Jami Brackin, Deputy Attorney

Anita Lewis, Assistant Manager

Council Member Clyde made a motion to dismiss from closed session to discuss personnel and convene in closed session to discuss property acquisition. Council Member Wright seconded the motion with all voting in favor, 5-0.

The Summit County Council met in closed session from 1:37 p.m. to 2:20 p.m. to discuss property acquisition. Those in attendance were:

Chris Robinson, Council Chair
Kim Carson, Council Vice-Chair
Roger Armstrong, Council Member
Doug Clyde, Council Member
Glenn Wright, Council Member

Anita Lewis, Assistant Manager
Dave Thomas, Acting County Attorney
Annette Singleton, Executive Assistant

Council Member Carson made a motion to dismiss from closed session to discuss property acquisition and convene in open session. Council Member Clyde seconded with all voting in favor, 5-0.

Pledge of Allegiance

Work Session

Presentation of Park City Chamber/Convention & Visitors Bureau 2016/17 Winter results and 2017 Summer and Fall marketing plans; Bill Malone and Jim Powell

Bill Malone and Jim Powell, from the Park City Chamber/Convention & Visitors Bureau reviewed the following presentation regarding the 2016/2017 Winter results and 2017 Summer and Fall marketing plans.

Review of the Summit County Strategic Plan; Anita Lewis

Anita Lewis, Assistant Manager, reviewed the following information regarding the Summit County Strategic Plan that reflect the priorities important to the citizens of the County in how the Council governs.

After review, several changes were suggested by the Council. Anita will make those changes and schedule final approval at the next meeting.

Annual update by PandoLabs; Ted McAleer

Jeff Jones, Economic Development Director, and Ted McAleer reviewed the following presentation and gave an update of ongoing activity at PandoLabs.

Ted stated that he missed applying for funding for 2017, but if the Council had a way to consider a grant for the current year, it would be greatly appreciated.

Presentation regarding demographic and economic analysis; Daniel Stephens, Summit County Intern

Daniel Stephens, Summit County Intern, and Jeff Jones, Economic Development Director, presented the following information regarding demographic and economic analysis data. Mr. Stephens has focused much of his work reviewing and updating information in support of a new Economic and Demographic Assessment for Summit County.

Consideration of Approval

Discussion and possible adoption of Resolution 2017-07, a Resolution of the County Council of Summit County, Utah (the “Issuer”), Establishing the Terms and Conditions of the Issuance of the Issuer’s Special Assessment Bonds (Silver Creek Sewer Voluntary Assessment Area), Series 2017 in the Total Principal Amount of Not to Exceed \$850,000 (the “Series 2017 Bonds”), for the Purpose of (a) Financing the Costs of the Construction and Installation of Sanitary Sewer and Related Improvements in the Summit County, Utah Silver Creek Sewer Voluntary Assessment Area and (b) Paying Costs of Issuance of said Series 2017 Bonds; Authorizing the Execution by the Issuer of a Master Resolution and Other Documents Required in Connection Therewith; Authorizing the Taking of all Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution; Providing a Severability Clause; Providing an Effective Date; and Related Matters; Rich Bullough, Dave Thomas, Randy Larsen

Dave Thomas, Acting County Attorney, Randy Larsen, Bond Counsel, and Rich Bullough, County Health Director, were present and recommended adoption of a Resolution establishing terms and conditions for issuance of the Silver Creek Sewer Special Assessment Bonds. They reviewed the following information.

Council Member Clyde made a motion to adopt Resolution 2017-07, a Resolution of the County Council of Summit County, Utah (the “Issuer”), Establishing the Terms and Conditions of the Issuance of the Issuer’s Special Assessment Bonds (Silver Creek Sewer Voluntary Assessment Area), Series 2017 in the Total Principal Amount of Not to Exceed \$850,000 (the “Series 2017 Bonds”), for the Purpose of (a) Financing the Costs of the Construction and Installation of Sanitary Sewer and Related Improvements in the Summit County, Utah Silver Creek Sewer Voluntary Assessment Area and (b) Paying Costs of Issuance of said Series 2017 Bonds; Authorizing the Execution by the Issuer of a Master Resolution and Other Documents Required in Connection Therewith; Authorizing the Taking of all Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution; Providing a Severability Clause; Providing an Effective Date; and Related Matters. Council Member Wright seconded. The motion passed 4-0 with Council Member Armstrong not present for the vote.

Discussion and possible adoption of Resolution 2017-08, a Resolution Adopting the Summit County Strategic Plan; Anita Lewis

This matter will be re-scheduled.

Appoint members to the Snyderville Basin Planning Commission

Council postponed the appointment to a later date.

Council Minutes dated May 1, 2017, and May 10, 2017

Council Member Clyde made a motion to approve the minutes of May 1, 2017 as written with Council Member Armstrong seconding. The motion passed 3-0 with Council Members Carson and Wright abstaining.

Council Member Armstrong made a motion to approve the minutes of May 10, 2017 as written with Council Member Wright seconding. The motion passed 4-0 with Chair Robinson abstaining.

Discussion and possible action regarding appeal of the Community Development Director's Decision for the Brooks Residence Low Impact Permit located at 7 Knob Hill Road, Park City, UT; Appellant: Bruce Baird representing Stephen and Bridgit Dowling, and Bricia Rodriguez-Weir

Council Member Clyde recused himself from this item because of possible conflict issues and was excused. Jami Brackin, Deputy Attorney, represented the Council for any legal issues regarding this item.

Chair Robinson invited Bruce Baird, Counsel Representative for the appellants, to present his information.

Mr. Baird stated Stephen and Bridget Dowling are present. He submitted a letter for the record from Bricia Rodriguez-Weir. He then reviewed the following information to be a true and accurate representation from the appellants explaining they do not want to stop the building of the home, but feel there are legal grounds for moving the location so as not to impact or block the view with an illegally approved building. Mr. Baird stated utilities needed normally are installed within the roadway and normal revegetation would be needed.

Amir Caus, County Planner, reviewed the following information and staff report regarding the appeal of the Community Development Director's decision allowing for a low impact permit at 7 Knob Hill Road. Mr. Caus stated it is Staff's finding that the project meets the standards for approval and recommends the Council uphold the Community Development Director's decision pursuant to the findings of fact, conclusions of law and conditions of approval found in Exhibit A.

Pat Putt, Community Development Director, explained his final decision of an application of this nature is to evaluate the reduced effect and to minimize disturbance of the landscape weighing what has the greater impact, a home that breaks the ridgeline by 12 feet with less scarring of the hillside, or the visual impacts of the driveway long term. In addition, key in the decision was the Planning Commission recommendation to use the flexibility allowed in the code.

Chair Robinson asked what is the priority, breaking the ridgeline or the potential area of disturbance.

Council Member Carson knows other homes on the ridgeline may have been placed where they are for similar reasons.

Council Member Armstrong understands in reading the minutes from the Planning Commission they were comparing arguments and trying to be consistent, but the code is strict about prohibiting placement of the structure on the ridgeline unless there is no other possible place on the property to build. Other homes being irrelevant, this application may have a suitable building pad on the parcel and he is not sure the decision can be what has the least impact.

Joe Rona, representing the owners, asked that the Council consider applying the standard of review that a court would take. He submitted that would be to determine information and evidence that would support the director's decision. He feels this situation would be supported by the recommendation of the Planning Commission, Staff, and the director's decision as appropriate. A court would consider all aspects together and render a decision that would be the best outcome. He also stated the applicant may not be able to get a driveway permit as proposed by the appellants and thinks this appeal very unfair.

Council Member Carson stated she is sensitive to ridgeline protection. In this case, the ridgeline area is not only the top of the hill but the ridgeline overlay zone. Jami Brackin said the overlay zone includes a 100-foot setback from the ridgeline as critical land.

Council Member Armstrong again stated the code language prohibits breaking the ridgeline. He is sympathetic to the homeowner but feels the council must apply the code.

Chair Robinson asked both parties to prepare a brief outlining the discussion points today and submit such for Council review by June 19, 2017. The matter was continued.

Public Input

Several Girl Scouts from Troop 755 in Summit Park were present along with their leader, Melissa Knighton. The action project the group has chosen to address the Council on is regarding concerns about road safety in that area. Specifically, blind corners, no sidewalks, and several bus stops along the roads where they walk. They each prepared letters and read them to let people know the risks they deal with and asked the Council to look for possible safety solutions. The following letters were presented to be included in the record.

Assistant Manager Lewis will pass along the concerns and letters to the Public Works Director.

Council Comments

- Council Member Armstrong noted that Friday, the celebration to launch storefront projects begins in Kamas under the direction of the Arts and Cultural groups
- Council Member Wright stated he approached Mayor Johnson from Coalville regarding solar possibilities in Eastern County. He will work further with the Mayor
- He went on the monthly Echo Canyon Bus Tour with the Seniors
- Reminder of American Legion Memorial Day Ceremony
- Chair Robinson informed the Council he has been gathering data to place anemometers on his property to study for possibly developing a wind farm

Assistant County Manager Comments

- Assistant Manager Lewis met with Michael Brown to discuss concerns regarding Ag preservation issues. Those issues were resolved
- She talked with Derrick Radke regarding Ms. Brunder's public input last week about Sun Peak neighborhood road concerns

The Council meeting adjourned at 6:52 p.m.

Chris Robinson, Chair

Kent Jones, Clerk

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, MAY 31, 2017
SUMMIT COUNTY COURTHOUSE
COALVILLE, UTAH

PRESENT:

Chris Robinson, Council Chair
Kim Carson, Council Vice-Chair
Roger Armstrong, Council Member
Glenn Wright, Council Member

Tom Fisher, Manager
Anita Lewis, Assistant Manager
Dave Thomas, Acting County Attorney
Kent Jones, Clerk

Council Member Clyde was excused from the meeting today. Chair Robinson called the Council to order at 11:36 a.m.

Closed Session – Personnel

Council Member Carson made a motion to convene in closed session to discuss personnel. The motion was seconded by Council Member Wright and passed unanimously, 4 to 0.

The Summit County Council met in closed session from 11:36 a.m. to 11:46 a.m. to discuss personnel. Those in attendance were:

Chris Robinson, Council Chair
Kim Carson, Council Vice-Chair
Roger Armstrong, Council Member
Glenn Wright, Council Member

Dave Thomas, Acting County Attorney

Council Member Carson made a motion to leave closed session to discuss personnel and convene in open session. Council Member Armstrong seconded the motion with all voting in favor, 4-0.

Work Session

Interview candidates for County Attorney

The Council interviewed Patricia Cassell, Margaret Olson, and Jan McCosh, candidates to complete the remainder of the current term for the elected office of County Attorney. The position was left vacant last month with the passing of Robert Hilder.

Closed Session – Personnel, Litigation, and Property Acquisition

Council Member Wright made a motion to convene in closed session to discuss personnel. The motion was seconded by Council Member Carson and passed unanimously, 4 to 0.

The Summit County Council met in closed session from 1:31 p.m. to 2:09 p.m. to discuss personnel. Those in attendance were:

Chris Robinson, Council Chair
Kim Carson, Council Vice-Chair
Roger Armstrong, Council Member
Glenn Wright, Council Member
Doug Clyde, Council Member (skype)

Tom Fisher, Manager
Anita Lewis, Assistant Manager
Dave Thomas, Acting County Attorney
Annette Singleton, Executive Assistant
Brian Bellamy, Personnel Director

Council Member Armstrong made a motion to leave closed session to discuss personnel and convene in closed session to discuss litigation. Council Member Wright seconded the motion with all voting in favor, 4-0.

The Summit County Council met in closed session from 2:09 p.m. to 2:22 p.m. to discuss litigation. Those in attendance were:

Chris Robinson, Council Chair
Kim Carson, Council Vice-Chair
Roger Armstrong, Council Member
Glenn Wright, Council Member
Doug Clyde, Council Member (skype)

Tom Fisher, Manager
Anita Lewis, Assistant Manager
Dave Thomas, Acting County Attorney
Annette Singleton, Executive Assistant
Helen Strachan, Deputy Attorney

Council Member Armstrong made a motion to leave session to discuss litigation and convene in closed session to discuss property acquisition. Council Member Wright seconded with all voting in favor, 4-0.

The Summit County Council met in closed session from 2:22 p.m. to 2:47 p.m. to discuss property acquisition. Those in attendance were:

Chris Robinson, Council Chair
Kim Carson, Council Vice-Chair
Roger Armstrong, Council Member
Glenn Wright, Council Member
Doug Clyde, Council Member (skype)

Tom Fisher, Manager
Anita Lewis, Assistant Manager
Dave Thomas, Acting County Attorney
Annette Singleton, Executive Assistant
Pat Putt, Community Development Director

Council Member Armstrong made a motion to dismiss from closed session to discuss property acquisition and convene in open session. Council Member Carson seconded with all voting in favor, 4-0.

Work Session, continued

Pledge of Allegiance

Discuss recommendations of the Summit County Restaurant Tax Committee

The Council met with Brooke Hontz, member of the Summit County Restaurant Tax Committee to hear recommendations for 2017 grant requests. The following information was presented for review.

Discuss recommendations of the Summit County Recreation Arts and Parks (RAP Tax Cultural) Committee

The Council met with members of the Summit County Cultural RAP Tax Committee to hear their recommendations for 2017 grant requests. They reviewed the following information.

Further discussion regarding revenue strategies; Michael Howard, and Matt Leavitt

Matt Leavitt, Finance Officer, and Michael Howard, Auditor, met again with the Council to discuss revenue strategies for the coming year. They reviewed the following staff report and presentation.

The Council asked for options to consider step increases over time. Mr. Leavitt will return in two weeks with additional information.

Consideration of Approval

Discussion and possible approval of refunds for two business personal property accounts; Carla Dee Richins

Carla Dee Richins, Chief Deputy Assessor, presented the following requests submitted by Robin's Jean Retail Inc. and Park City Mill and Supply for refunds of prior years' business personal property taxes.

Council Member Armstrong made a motion to approve the refund of 2016 personal property taxes for Robin's Jean Retail Inc. and Park City Mill and Supply as requested. Council Member Carson seconded the motion with all voting in favor, 4-0.

Discussion and possible adoption of Resolution 2017-08, a Resolution of the Summit County Council Authorizing the Filing of a Cross Appeal in the 2017 Appeal Filed by PacifiCorp, a Company Subject to Central Assessment; Helen Strachan

Helen Strachan, Deputy County Attorney, presented the following resolution to authorize the filing of a Cross Appeal in the 2017 Appeal filed by PacifiCorp that is subject to Central Assessment.

Council Member Wright made a motion to approve Resolution 2017-08, a Resolution of the Summit County Council Authorizing the Filing of a Cross Appeal in the 2017 Appeal Filed by PacifiCorp, a Company Subject to Central Assessment. Council Member Carson seconded the motion with all voting in favor, 4-0.

Discussion and possible approval of Proclamation 2017-6, a Proclamation Declaring June, 2017 "Immigrant Heritage Month", Andy Stephenson, representative of Welcomne.us

Council Member Carson made a motion to approve Proclamation 2017-6, a Proclamation Declaring June, 2017 "Immigrant Heritage Month." Council Member Wright seconded the motion with all voting in favor, 4-0.

Discussion and possible approval of Proclamation 2017-7, a Proclamation Declaring June 10, 2017 “Steve Holcomb Day”; Chris Robinson

Council Member Carson made a motion to approve Proclamation 2017-7, a Proclamation Declaring June 10, 2017, “Steve Holcomb Day.” Council Member Armstrong seconded and all voted in favor, 4-0.

Appoint members to the Snyderville Basin Planning Commission

Council Member Carson made a motion to appoint Canice Harte and Joel Fine to serve on the Snyderville Basin Planning Commission with terms to expire February 28, 2020. Council Member Wright seconded the motion and all voted in favor, 4-0.

Appointment of County Attorney

Council Member Carson made a motion to appoint Margaret Olson as the County Attorney with the term to expire December 31, 2018. Council Member Armstrong seconded the motion and all voted in favor, 4-0.

The Council thanked all applicants and expressed their appreciation for the quality and dedication exhibited of each individual.

Council Comments

- Council Member Wright attended a MAOG budget discussion
- He and Lisa Yoder met to explore renewable energy with Park City

- Council Member Carson attended the opening of the visitor center in Echo
- Attended the Memorial Day Ceremony in Park City
- Will participate in meeting Friday on 25,000 job initiative
- Attend mental health meeting
- Flood issues, make sure of quality communication

- Chair Robinson forwarded Lagoon passes to county employees

Manager Comments

- Manager Fisher reported making progress on collection of waste fee
- Will hold discussion with UDOT on upcoming capital projects
- Talks continuing regarding merger of dispatch services with Park City, two month timeframe
- Flood warnings will have radio and social media alerts
- Willing to meet with any council members and Matt Leavitt regarding property tax proposals

Council Minutes dated May 17, 2017

Council Member Wright made a motion to approve the minutes of May 17, 2017 with corrections noted. Council Member Carson seconded and the motion passed 3-0 with Council Member Armstrong absent for the vote.

Convene in Joint Session with the Snyderville Basin Special Recreation District Administrative Control Board

Council Member Armstrong made a motion to convene as the Governing Board of the Snyderville Basin Special Recreation District, and enter into a joint session with the Snyderville Basin Special Recreation District Administrative Control Board. Council Member Carson seconded the motion with all voting in favor, 4-0.

Administrative Control Board Member Castro made a motion to convene in joint session with the Governing Board of the Snyderville Basin Special Recreation District. Administrative Control Board Member Newman seconded and all voted in favor.

Discussion and recommendation by the Administrative Control Board of the Snyderville Basin Special Recreation District on the Open Space Cooperation Agreement between Summit County, Snyderville Basin Special Recreation District and Park City Municipal Corporation

The Council met with the Administrative Control Board of the Snyderville Basin Special Recreation District and Dave Thomas reviewed and explained the following proposed Open Space Cooperation Agreement between the County, the District, and Park City Municipal Corporation.

Board Member Castro made a motion to approve the Open Space Cooperation Agreement between Summit County, Snyderville Basin Special Recreation District, and Park City Municipal Corporation. Board Member Newman seconded and all voted in favor.

Discussion and adoption by the County Council, the County Council sitting as the governing authority of the Snyderville Basin Special Recreation District and the County Manager of the Open Space Cooperation Agreement between Summit County, Snyderville Basin Special Recreation District and Park City Municipal Corporation

Council Member Carson made a motion sitting as the governing authority of the Snyderville Basin Special Recreation District and the County Manager, to approve the Open Space Cooperation Agreement between Summit County, Snyderville Basin Special Recreation District and Park City Municipal Corporation. Council Member Wright seconded with all voting in favor, 4-0.

Council Member Armstrong made a motion that the County Council approve the Open Space Cooperation Agreement between Summit County, Snyderville Basin Special Recreation District and Park City Municipal Corporation. Council Member Wright seconded with all voting in favor, 4-0.

Dismiss the joint session with the Snyderville Basin Special Recreation District

Council Member Armstrong made a motion to dismiss as the Governing Board of the Snyderville Basin Special Recreation District and continue as the Board of County Council. Council Member Carson seconded with all voting in favor, 4-0.

Board Member Castro made a motion to dismiss as the Administrative Control Board of the Snyderville Basin Special Recreation District. Board Member Newman seconded and all voted in favor.

Discussion and adoption by the County Council of Grant Agreement with Park City Municipal Corporation

Council Member Carson made a motion to approve the following Grant Agreement with Park City Municipal Corporation. Council Member Armstrong seconded the motion and all voted in favor, 4-0.

Public Input

Dave Nichols stated he is chairman of a non-profit entity based in Park City. He feels the language in the county code regarding cultural grants is restrictive and precludes organizations from receiving funding because of the primary purpose language. He asked that consideration be given to amend that language to not be as strict so organizations could help programs such as para-olympic athletes or other community benefit projects to enhance people's lives. He wanted to create a film and feels it culture in nature, but the attorney declined the request because of the primary purpose language.

Dave Thomas responded that the ordinance language mirrors the state statute language.

The Council informed Mr. Nichols that he could submit an appeal before the grant recommendations were approved.

Continued Public Hearing regarding possible amendments to Eastern Summit County Development Code Chapter 2 regarding development on slopes greater than 30% and development on ridgelines and possible adoption Ordinance No. 865, an Ordinance Amending The Eastern Summit County Development Code Sections 11-2-4: Natural Resources and Chapter A: Definitions; Ray Milliner

Ray Milliner, County Planner, and Pat Putt, Community Development Director, reviewed the following staff report regarding amendments to the Eastern Summit County Development Code Chapter 2 and recommended the public hearing be continued for comment after which the Council could consider approval of Ordinance 865 including the findings of fact and conclusions of law outlined in the staff report.

The Council discussed specific language changes suggested with Dave Thomas and Pat Putt.

The meeting was opened for public comment.

Jan Perkins asked for a provision in the code for noise and air pollution. Also, light pollution or a dark sky ordinance. Lights do not affect traffic accidents. In rural Oakley, there used to be only porch lights, now they are all along the roadways and buildings. She would like the light ordinance strengthened. We should also allow trails to enjoy the views.

Council Member Armstrong agreed that updating the light ordinance is needed because of new technology in lighting. Council Member Carson also agreed.

Chair Robinson suggested moving on to the hearing regarding chapter 4 for discussion, as the definitions will be part of both chapter approvals.

The public hearing was continued.

Continued Public Hearing and possible adoption of Ordinance No. 868, Amending the Eastern Summit County Development Code, Title 11, Chapter 4: Development Review Processes and Procedures and Appendix A: Definitions; Pat Putt

Pat Putt, Community Development Director, presented amendments to the Eastern Summit County Development Code, Chapter 4, which includes a current draft of County Attorney edits. He recommended the public hearing be continued and consideration of approval by ordinance of the final changes proposed.

The Council discussed specific language changes and clarifications with Dave and Pat.

The meeting was opened for public comment.

Jim Warburton thanked the staff and thinks Pat Putt very valuable with his insight and experience. He also feels the Council and Attorneys are thoughtful in ways to make the process better for those who want to develop their land. It is not exactly perfect, but he wants to see the Council act and get this done.

Jan Perkins would like to add aquifer to the definitions, especially in the Kamas Valley. Also, add Riparian Areas, greenbelt and Ag protection, and historic buildings. Those important things protect our heritage and ground water.

Rich Sonntag stated the density bonus ad MPD for Promontory was in the Development process, not a zone. There was not an open space requirement separately but also part of the process. A large development did not need the open space requirement for base density. Clustering will create open space naturally and he feels there should be a multi-family zone.

Council Member Carson made a motion to continue the public hearings for both Chapters 2 and 4. Council Member Armstrong seconded with all voting in favor, 4-0.

Dave Thomas and Pat Putt will come back in 2 weeks with another red line version of the changes discussed for possible adoption of both chapters.

The Council meeting adjourned at 8:35 p.m.

Chris Robinson, *Chair*

Kent Jones, *Clerk*

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, JUNE 7, 2017
SHELDON RICHINS BUILDING
PARK CITY, UTAH

PRESENT:

Chris Robinson, Council Chair
Kim Carson, Council Vice-Chair
Glenn Wright, Council Member

Tom Fisher, Manager
Anita Lewis, Assistant Manager
Dave Thomas, Chief Civil Deputy
Margaret Olson, Attorney
Kent Jones, Clerk

Council Members Clyde and Armstrong were excused from the meeting today. Chair Robinson called the meeting to order at 2:50 p.m.

Pledge of Allegiance

Oath of Office - Swearing in of Margaret Olson

Chair Robinson administered the Oath of Office to newly appointed County Attorney Margaret Hanks Olson and welcomed her. She will serve the remaining term of former County Attorney Robert Hilder who passed recently.

Work Session

Discussion regarding spring flooding and other updates; Chris Crowley

Chris Crowley, Emergency and Disaster Preparedness Director, met and reviewed the following information regarding potential flood hazards from spring runoff.

2017 wildfire update and season outlook; Bryce Boyer, Fire Warden

Bryce Boyer, Fire Warden, reviewed the following staff report and gave an update of the forecast regarding the 2017 fire season.

Update on the www.letsgosummit.com Transportation and Transit Sales Tax Project reporting website and related items; Caroline Ferris

Caroline Ferris Rodriguez, Regional Transportation Planning Director, gave the following update regarding the Transportation and Transit Sales Tax project.

Closed Session – Property Acquisition

Council Member Carson made a motion to convene in closed session to discuss property acquisition. The motion was seconded by Council Member Wright and passed unanimously, 3 to 0.

The Summit County Council met in closed session from 3:40 p.m. to 4:03 p.m. to discuss property acquisition. Those in attendance were:

Chris Robinson, *Council Chair*
Kim Carson, *Council Vice-Chair*
Glenn Wright, *Council Member*

Tom Fisher, *Manager*
Anita Lewis, *Assistant Manager*
Dave Thomas, *Chief Civil Deputy*
Margaret Olson, *Attorney*

Council Member Wright made a motion to dismiss from closed session to discuss property acquisition and convene in open session. Council Member Carson seconded with all voting in favor, 3-0.

Convene as the Governing Board of Mountain Regional Water Special Service District

Council Member Wright made a motion to convene as the Governing Board of Mountain Regional Water Special Service District with Council Member Carson seconding and all voting in favor, 3-0.

Consideration and possible adoption of the following amended documents: By-Laws, Administrative Policies, and Safety Regulations and Manual; Andy Armstrong

Andy Armstrong, Lisa Hoffman, and Scott Green, of the Mountain Regional Water Special Service District, presented the following proposed amendments to the By-Laws, Administrative Policies, and Safety Regulations and Manual for consideration of approval.

Some specific changes were suggested and included in the following motions.

Council Member Carson made a motion to approve the amendments to the By-Laws as discussed. Council Member Wright seconded the motion with all voting in favor, 3-0.

Council Member Carson made a motion to approve the amendments to the Administrative Policies as discussed. Council Member Wright seconded the motion with all voting in favor, 3-0.

Council Member Carson made a motion to approve the amendments to the Safety Regulations and Manual as discussed. Council Member Wright seconded the motion with all voting in favor, 3-0.

Consideration and possible adoption of Resolution 2017-09 MRW, a Resolution to Annex parcel SS-33-B-3, into the Mountain Regional Water Special Service District; Andy Armstrong

Andy Armstrong then presented the following annexation petition request regarding Parcel SS-33-B-3 for approval by Resolution. Andrew G. Sloop is the petitioner.

Council Member Carson made a motion to approve Resolution 2017-09 MRW, a Resolution to Annex parcel SS-33-B-3, into the Mountain Regional Water Special Service District. Council Member Wright seconded the motion with all voting in favor, 3-0.

Dismiss as the Governing Board of Mountain Regional Water Special Service District

Council Member Carson made a motion to dismiss as the Governing Board of Mountain Regional Water Special Service District and reconvene as the County Council. Council Member Wright seconded and all voted in favor, 3-0.

Consideration of Approval

Approval of recommendations of the Summit County Restaurant Tax Committee

Council Member Wright made a motion to approve the following recommendations of the Summit County Restaurant Tax Committee. Council Member Carson seconded and all voted in favor, 3-0.

Consideration of approval of recommendations of the Summit County Recreation Arts and Parks (RAP Tax Cultural) Committee

Ben Castro, Connie Nelson, Judy Horwitz, and Kirstie Rosenfield were present from the RAP Tax committee. Chair Robinson stated an applicant not recommended for funding has requested reconsideration.

Council Member Wright made a motion to enter discussion for reconsideration of funding for the US Adaptive Paralympic Bobsled and Skelton Association. Council Member Carson seconded the motion with all voting in favor, 3-0.

Chair Robinson invited David Nichols to address the Council.

Mr. Nichols stated he has reviewed correspondence from the Attorney denying the application and feels the reason for disqualification was wrong because of the narrow interpretation of the words “culture” and “primary”. The application for a motion picture should qualify under the cultural art and storytelling provision. He disagrees with the attorney interpretation of the state statute language. This would be an artistic and creative effort to promote and enrich the lives of Paralympics athletes and enhance ways to promote the sport. The primary purpose of the organization has changed to provide equal opportunity for these athletes to participate. A documentary motion picture would do that.

Dave Thomas stated the code provision 59-12-702 lists the definitions that must be met to qualify. The determining factor in the denial was that the organization primary purpose was to promote bobsled and Skelton for Paralympics athletes, not to produce motion pictures. Therefore, the application does not qualify under the provisions of the statute.

Council Member Carson asked what was the purpose of the organization as listed in the by-laws. Dave read the by-laws purpose as to engage in any and all lawful activities of the Paralympics Bobsled Association. No other specific purpose was stated.

Ben Castro stated another issue was that a requirement for funding approval is that the grant cannot be more than 50% of the organization budget. That would also disqualify the application.

Council Member Carson complimented the organization for their effort. She feels they have a worthy project and suggested it may qualify for other funding, but not RAP Tax. The Council must follow the guidelines set that other applicants have followed.

Council Member Wright made a motion that the US Adaptive Paralympic Bobsled and Skelton Association does not qualify as a cultural organization under the state statute to receive RAP Tax funding. Council Member Carson seconded the motion with all voting in favor, 3-0.

The Council suggested Mr. Nichols consider Transient Room Tax (TRT) funding.

Council Member Wright made a motion to approve the following recommendations of the Summit County Recreation Arts and Parks (RAP Tax Cultural) Committee. Council Member Carson seconded the motion and all voted in favor, 3-0.

Discussion and possible approval of fairground design and construction firm; Ron Boyer

Ron Boyer, County IT Director and Project Manager for the Fairgrounds Phase I Reconstruction, presented the following information submitted by the selection committee for recommendation of a design and construction firm to get started on Phase I of the Fairgrounds rebuild.

Council Member Carson made a motion to approve a fairground design and construction contract for R & O Construction and ajc Architects subject to key negotiations being worked out between the contractor and the County, that the agreement be signed by the County Manager, and subject to the protest period being completed with no issues filed. Council Member Wright seconded and all voted in favor, 3-0.

Approval of the 2017 May Tax Sale; Auditor's Office

Michael Howard, Auditor, reviewed the following recommendation to ratify the sale of two properties as conducted during the 2017 May Tax Sale. He informed the Council that one parcel; SS-48-3 did not sell and is therefore owned by the County.

Council Member Carson made a motion to ratify the 2017 May Tax Sale as recommended. Council Member Wright seconded and all voted in favor, 3-0.

Public Input

There was no public input.

Public hearing and possible approval of Resolution 2017-10, a Resolution of Summit County Council Approving the Acquisition of the Wright Ranch Conservation Easement; Kate Sattelmeier

Kate Sattelmeier, representative of Summit Land Conservancy, reviewed the following presentation regarding the possible adoption of the Wright Ranch Conservation Easement recommended for approval by Resolution. She requested a public hearing be conducted and approval by the Council.

The public hearing was opened for comment.

There was no public input.

The public hearing was closed.

Council Member Wright made a motion to approve Resolution 2017-10, a Resolution of Summit County Council Approving the Acquisition of the Wright Ranch Conservation Easement as recommended. Council Member Carson seconded with all voting in favor, 3-0.

Public hearing to discuss and possibly take action regarding an amendment to the Canyons Resort Specially Planned Area Development Agreement for the Aspen Creek Crossing Subdivision; Pat Putt

Pat Putt, Community Development Director, reviewed the following staff report and recommended a public hearing be conducted and based on the merits of this Development Agreement Amendment, the options, background, and analysis, and findings of fact and conclusions of law outlined in the staff report, give staff direction to bring back an ordinance finalizing approval and details of the amendment.

Ted Barnes, Counsel, and Bruce and Michelle Cummings were present. Mr. Barnes explained the changes made regarding total square feet pertaining to basement and garage areas. There will be no increase in the number of units, fewer square feet than originally approved, and he asked that option 2 be approved to make a fair and equitable process for the rest of the homeowners.

The public hearing was opened for comment.

There were no public comments but the following letter was entered into the record from David and Dianne Piccoli.

The public hearing was closed.

Mr. Cummings expressed that all the other homeowners have similar issues. If they had understood that the rules had changed, they would not have purchased the parcels. They have worked hard to get a workable solution. Mrs. Cummings stated they have built other homes with no problems. If this is not approved, they may have no options left to build.

Council Member Carson felt it important to memorialize the amendment correctly and finalize the changes for clarification.

Council Member Wright had a concern that a precedent may be set opening the door for others to upsize from previous approvals. He was more favorable to option 1.

Mr. Putt felt the findings of fact and history explained would eliminate any precedent concerns.

Chair Robinson agreed with Council Member Carson in that it will not memorialize the previous error but correct and clarify the amendment moving forward.

Council Member Carson made a motion to direct the Community Development Director and the Attorney to prepare and bring back an Ordinance for adoption including finding of facts and conclusions of law for approval of option 2 as recommended. Hearing no second, Chair Robinson vacated the chair and seconded the motion. The motion passed 2-1 with Council Member Wright voting nay.

Council Comments

- Council Member Carson confirmed that the July 5 meeting is cancelled
- She attended a discussion with Salt Lake County regarding Bonanza Flats funding
- Snyderville Basin Recreation District is holding a 5 mile race at the fieldhouse

- Council Member Wright joined a conference call regarding the Governor’s proposed 25,000 new jobs
- He suggested a strategy discussion for a resolution to support a climate agreement
- He attended the meeting with Park City/Wasatch County. The discussion included future growth, transportation, and affordable housing and he feels this will help with regional planning issues

Manager Comments

- Next week Council Member Armstrong is scheduled to give testimony on transportation issues before an interim committee. The Council agenda will be flexible to accommodate his arrival

The meeting adjourned at 7:55 p.m.

Chris Robinson, *Chair*

Kent Jones, *Clerk*

SUMMIT COUNTY



Jeremy Area Transportation Plan

To include Transportation Improvements at Jeremy Ranch Interchange, Ecker View Area and Cline/Dahle Property

The Problem...Congestion of SR-224 and SR-248 during Peak Periods and Events



**Solutions...centered around Projects and Services developed using the common "Strategic Goals" -
A transportation system that connects people to jobs, services and communities...limit infrastructure to that necessary to support improved transit and other alternative modes of transportation**




- Large portion of workforce and visitors come from the SLC Valley via I-80
- One of the few available parcels where a large surface lot fits in and is available
- Includes:
 - Pedestrian underpass
 - Managed/Improved Bus and School Traffic

Begin Construction: Late 2017/2018

PROJECT ONE

Ecker Park and Ride – First Opportunity to Intercept Workers and Visitors




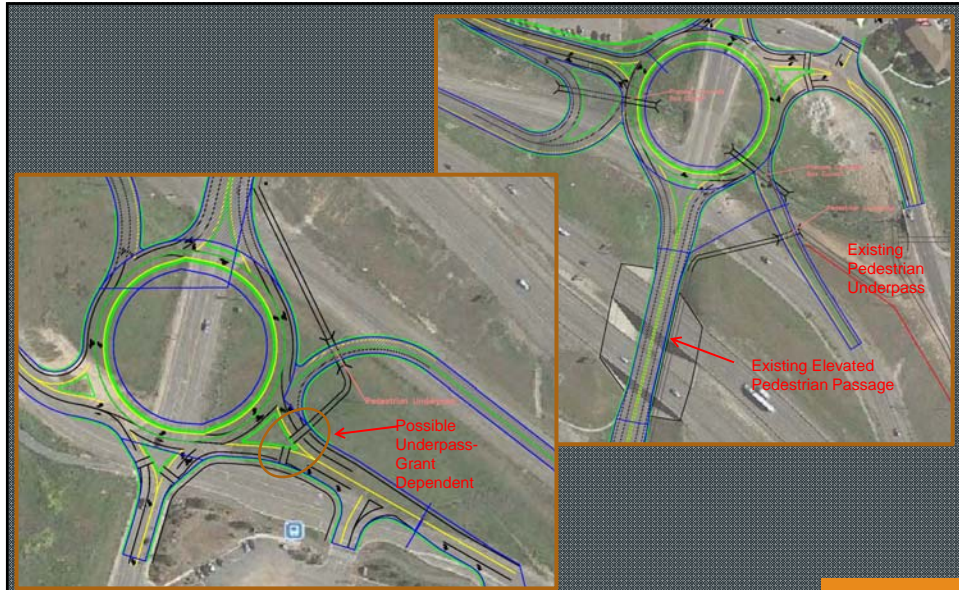
- Existing Congestion and poor traffic flow AM/PM
- SC/UDOT study concluded double round-about was preferred solution
- Designed for 2040+
- Allows for continuous flow of traffic
- Safer Design than Signals
- Incorporates pedestrian and bicycle access Improvements
- Added park and ride capacity
- Direct freeway access from Jeremy in the AM-Avoid school Drop-Off Traffic

Begin Construction: 2018

PROJECT TWO

Jeremy Ranch Interchange and Intersection Improvement







Existing Pedestrian Underpass

Existing Elevated Pedestrian Passage

Possible Underpass-Grant Dependent

PROJECT TWO

Jeremy Ranch Interchange and Intersection Improvement




Intersection Improvements - Right-of-Turn Prohibitions


Begin Construction: Late 2018/2019

- Improves traffic flow to and from Ecker Park and Ride
- Improves transit access
- Improves bicycle access
- Maintains existing pedestrian trail access
- Design allows for 15K to 18K Road Capacity

PROJECT THREE

Kilby Road Improvement






- Feasibility study underway
- Potential
 - Workforce Housing
 - Transit Oriented Development
- May Include
 - Park and Ride
 - Recreational
 - Transit Center
- Jeremy Int./Int. traffic acceptable to 2040 (Certain Options)

Begin Construction: Not Yet Determined

PROJECT FOUR


Cline Dahle Project



Entity	Project Title	Description	2017	2018	2019
Summit County	Jeremy Ranch Interchange/Intersection Improvement Project	Reduce congestion and provide expedited traffic movement of Transit to Park and Ride Facilities. Also improves pedestrian access through I-80 corridor. Includes pedestrian underpass at I-80 ramps.		\$ 3,139,400	
Summit County	Ecker Park & Ride	Provide Transit alternative to driving through congestion on SR-224. Express Transit (10 min. frequency) will connect to Kimball and Park City. Included pedestrian underpass to Ecker Middle School.	\$ 925,000	\$ 1,385,000	
Park City	SR-248 Corridor and Safety Improvement Project	Widening to provide HOV/Bus and Bike Lanes, Intersection Improvements, Access Management and Pedestrian Tunnel at High School.	\$ 175,000		\$ 3,915,000
Summit County	Kilby Road Widening, Ecker to Jeremy Ranch	Improve access to Ecker Park and Ride to allow for improved transit access and other alternative modes of transportation. FHWA would not grant access to Park and Ride from I-80.			\$ 3,460,000
Summit County	Basin Wayfinding Program	Create a multi-modal system enabling people to orient and navigate efficiently. Will reduce vehicle miles traveled.		\$ 200,000	
Park City	Transportation Demand Management	E-Bike, vanpools, Incentives to reduce vehicle miles traveled and single occupancy vehicles	\$ 500,000		
Summit County	Summit County E-Bike Share	Provide viable and affordable alternative transportation mode.	\$ 500,000		
Funding Year - Amount			\$ 2,100,000	\$ 4,724,400	\$ 7,375,000

PROJECT OVERVIEW

Transportation Sales Tax Initiative Project List 2017 - 2019



DISCUSSION



?QUESTIONS?



STAFF REPORT

To: Summit County Council
From: Patrick Putt, Community Development Director
Date of Meeting: June 14, 2017
Type of Item: County Council/Snyderville Basin Planning Commission Joint Session
Process: Work Session—Canyons Master Plan/Lower Village Discussion

The Council and Snyderville Basin Planning Commission will hold a joint work session on Wednesday to review proposed neighborhood master plan changes to the Canyons Lower Village. The Lower Village plan is one element of a broader set of Canyons Master Plan amendments currently be review by the Planning Commission. The County Council is also currently involved in a review of the Canyons Employee Housing Needs Assessment Update and a proposal by the applicant, TCFC, to create a possible financing Assessment Area aimed at funding infrastructure, employee housing, parking, transit, and transportation improvements.

The purpose of the work session is to provide an opportunity for:

1. A joint review (and discussion) of a presentation of the proposed Lower Village Master Plan by TCFC.
2. A progress update on the SBPC's review/public hearing process on the proposed overall Canyons Specially Planned Area (SPA) amendments
3. An update on the Canyons Employee Housing Needs Assessment and proposed Assessment Area (*purpose, structure, and targeted improvements*).



STAFF REPORT

To: Summit County Council
From: Ray Milliner, County Planner
Date of Meeting: June 14, 2017
Type of Item: Code Amendment – Public Hearing Possible Action
Process: Legislative

RECOMMENDATION: Staff recommends that the Summit County Council review the proposal to amend Chapter 11-2-4 of the Eastern Summit County Development Code, conduct a public hearing and adopt the attached ordinance per the findings of fact and conclusions of law in this staff report.

Proposal

The proposed amendments to the Eastern Summit County Development Code do the following:

- Gives the Community Development Director authority to approve development on geologically hazardous areas provided the applicant provides sufficient evidence that the hazards have been mitigated.
- Creates a Low Impact Permit process for construction on slopes greater than 30%.
- Creates a Low Impact Permit process for construction on ridgelines.
- Creates a definition for Ridgeline Development and Ridgeline.

Background

On November 3, 2016, the Eastern Summit County Planning Commission forwarded a positive recommendation to amend the language in Chapter 2 of the Development Code. The language creates a process where property owners on steep slopes or ridgelines can develop their property and still protect natural resources. There is similar language in the Snyderville Basin Development Code that staff used as a template for the proposed language. The vote was 5-2.

On November 30, 2016 the County Council conducted a public hearing and review of the proposed changes to Chapter 11-2-4 of the Development Code. At the hearing, Council members expressed concern principally about the regulations for ridgeline construction as forwarded by the Eastern Summit County Planning Commission. The Council directed staff to organize a tour, the purpose of which was to get a better understanding of why the ridgeline regulations were written as they were.

On January 25, 2017, the Council toured various locations in Eastern Summit County. Then on February 8, and April 25, 2017 the Council conducted public hearings. At the April 25 public hearing, the Council provided direction, and requested that the Legal Department review and amend the proposed language. Changes made by the Legal Department are included in the attached ordinance.

Analysis

Section 11-5-3 of the Eastern Summit County Development Code establishes a process for amendments to the text of the Code; it states that whenever an amendment to the Code is initiated, it must be reviewed by the Planning Commission who will deliver a recommendation to the County Council. The county council, after holding a public hearing, can approve, approve with modifications or deny the amendment. There is no criterion.

The Eastern Summit County General Plan has specific goals related to future amendments.

Goal 2.1. States:

“Develop land use codes which balance the diversity of desires of Eastern Summit County residents, including private property rights.”

Goal 2.1.i States:

“Create appropriate and predictable development procedures in the Development Code to ensure that all land use and development is adequately reviewed and determined to be consistent with the goals of this Plan before any approvals are granted.”

The proposed amendments to the Code provide property owners on noncompliant lots with a process whereby they still have an opportunity to build provided they meet the review criteria. The criteria was written with the goal of ensuring that even though development will occur on the lot, it is done in the most sensitive way, and in the most suitable location on the lot.

Recommendation

Staff recommends that the Summit County Council review the proposal to amend Chapter 11-2-4 of the Eastern Summit County Development Code, conduct a public hearing and adopt the attached ordinance per the findings of fact and conclusions of law in this staff report.

Findings of Fact

1. The goal of Chapter 2 of the Eastern Summit County General Plan is to develop land use codes which balance the diversity of desires of Eastern Summit County residents, including private property rights.

2. In furtherance of this goal, §11-1-1 of the Eastern Summit County Code provides that “The eastern Summit County general plan was developed to ensure that the rural, agricultural and small town character of the eastern portion of the county shall remain, even in the presence of growth and change. The intention of the county is to assure the managed, proper and sensitive development of land to protect and enhance these desired qualities and the lifestyle that exists.”
3. In Eastern Summit County, loads of subdivisions were platted and recorded prior to the creation of Chapter 11-2-4.
4. Because these subdivisions were platted prior to the creation of the Chapter 2 regulations, many lots are not compliant.
5. If a person owns a platted lot or lot of record that does not comply with Chapter 2, the only process for relief is a Special Exception approved by the County Council.
6. The proposed amendments to the Code provide property owners on noncompliant lots with a process whereby they still have an opportunity to build provided they meet the review criteria.
7. The Eastern Summit County Planning Commission conducted a public hearing for the proposed language amendment on August 18, 2016.
8. On November 3, 2016 the Eastern Summit County Planning Commission forwarded a positive recommendation to the Summit County Council. The vote was 5 in favor, 2 against.
9. On November 30, 2016, February 8, 2017 and April 25, 2017 the Summit County Council conducted public hearings for the proposed language amendment.

Conclusions of Law:

1. The amendment is consistent with the goals, objectives, and policies of the General Plan.
2. The amendment is consistent with the requirements established in chapter 5 of the Eastern Summit County Development Code.
3. The proposed amendment is not detrimental to public health, safety and welfare.

Exhibits

- | | |
|------------|------------------------------|
| Exhibit A. | Proposed Ordinance |
| Exhibit B. | Map Showing Measurement Area |
| Exhibit C. | Promontory Language |

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

**AN ORDINANCE AMENDING THE EASTERN SUMMIT COUNTY
DEVELOPMENT CODE SECTIONS 11-2-4: NATURAL RESOURCES AND CHAPTER A:
DEFINITIONS**

PREAMBLE

WHEREAS, Utah Code Annotated (“UCA”) §17-27a-102(b) provides that counties can enact all ordinances that they consider necessary or appropriate to govern, among other things, air quality; and,

WHEREAS, the goal of Chapter 2 of the Eastern Summit County General Plan is to develop land use codes which balance the diversity of desires of Eastern Summit County residents, including private property rights; and

WHEREAS, In furtherance of this goal, §11-1-1 of the Eastern Summit County Code provides that “The eastern Summit County general plan was developed to ensure that the rural, agricultural and small town character of the eastern portion of the county shall remain, even in the presence of growth and change. The intention of the county is to assure the managed, proper and sensitive development of land to protect and enhance these desired qualities and the lifestyle that exists.” and,

WHEREAS, there are many lots in Eastern Summit County that were legally platted and recorded with steep slopes and ridgelines; and,

WHEREAS, the proposed amendments create a process for property owners where they can be approved for development as a Low Impact Permit; provided they meet the proposed criteria; and,

WHEREAS, as currently drafted, the Code does not set forth specific criteria or a process for construction on steep slopes and ridgelines; and,

WHEREAS, the Eastern Summit County Planning Commission held a public hearing on August 18, 2016 and September 15, 2016; and

WHEREAS, the Eastern Summit County Planning Commission recommended adoption of the amended sections of the Eastern Summit County Development Code on November 3, 2016; and

WHEREAS, the Summit County Council held a public hearing on November 30, 2016, February 8, ~~and~~ April 25, [May 31](#), and [June 14](#), 2017; and,

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

Section 1. EASTERN SUMMIT COUNTY DEVELOPMENT CODE The Eastern Summit County Development Code is amended as depicted in Exhibit A.

Section 4. Effective Date. This Ordinance shall take effect fifteen immediately after publication.

Enacted this ~~14th~~^{31st} day of ~~June~~^{May}, 2017.

Formatted: Superscript

ATTEST:

SUMMIT COUNTY COUNCIL

Kent Jones
Summit County Clerk

Chris Robinson, Chair

APPROVED AS TO FORM

David L. Thomas
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Carson	_____
Councilmember Robinson	_____
Councilmember Wright	_____
Councilmember Armstrong	_____
Councilmember Clyde	_____

11-2-4: NATURAL RESOURCES:

The Land Use Authority shall review all Applications for compliance and consistency with the following Development Evaluation Standards:

- A. Unsuitable Development: Development is prohibited on land which is found, on the basis of engineering and/or geologic data, to be within a Geological Hazard Area.
~~i. to be unsuitable for the activity or use proposed, and~~
~~ii. poses a harm to the public health, safety and/or general welfare of the residents of Summit County.~~
1. Notwithstanding the foregoing prohibition, Development upon lands containing Geologic Hazards may be allowed by approval of the Community Development Director in cases where the Developer demonstrates that the Geologic Hazard is fully mitigated so as to ameliorate the risks to health, safety and the general welfare of residents by appropriate design and construction techniques.
- B. Erosion: Care shall be taken to ensure that Development shall not contribute to the acceleration of the Erosion of soil and rock and stream sedimentation or cause other significant environmental concerns.
- C. Hillside Development: Development shall minimize the highly visible placement of homes and other structures on hillsides. Whenever possible, Development shall be sensitively sited in order to encourage effective Open Space and the conservation of the natural appearance and aesthetic beauty of the mountains. When Hillside Development is permitted, it shall be integrated into the site, using topography, vegetation and other reasonable techniques, in a manner that causes it to blend into the hillside. Development near the toe of the hill, including the transitional area between the hillside and flat meadow areas, is appropriate.
- D. Floodplain: Development shall be strongly discouraged in a 100-year Floodplain or in areas where there is a high water table.
1. Development shall meet all requirements of the Federal Emergency Management Agency.
 2. Development shall not significantly alter the natural drainage patterns of the land.
- E. Wetlands: Development is prohibited in Wetlands unless appropriate mitigation is approved by the Army Corps of Engineers.
- F. Natural Grade Slopes (Prohibition): Development is prohibited on Natural Grade slopes in excess of thirty percent (30%).

G. Natural Grade Slopes (Exception): In the event a Conforming Parcel has no locations (or insufficient area) for otherwise permissible Development without violating [Section 11-2-4\(F\)](#), or in the event access to a suitable Development Area on a Conforming Parcel requires the crossing of an area of 30% slope, the Community Development Director may approve Development as a Low Impact Permit subject to the findings in Section 11-4-8 and the following additional findings:

1. The proposed Development is located on the least environmentally sensitive portion of the site. The Development is designed so that existing significant vegetation can be maintained to the greatest degree possible;
2. Development is designed to fit well into the natural terrain, minimize excessive site grading and protect, preserve, and enhance the level of quality of the surrounding area;
3. To the greatest extent possible, all driveways and walkways shall parallel slope contours;
4. The structure is designed to be stepped to follow the natural line of the existing topography; and
5. The Applicant demonstrates to the satisfaction of the Building Official that the soil is stable and suitable for construction activity.

H. Wildlife, Range Areas, Migration Corridors: Care shall be taken to ensure that Development shall not significantly affect in a negative fashion wildlife birthing areas, critical winter range areas and migration corridors.

I. Ridgeline Development (Prohibition): Ridgeline Development shall not be placed on any hillside or Ridgeline in a manner that causes any portion of a Structure to extend into the skyline as viewed from a Public Road when:

1. The Public Road is located below the ground elevation of the Structure and;
2. The Public Road is more than one half (1/2) linear mile from the Structure measured from the proposed building location and;
3. The Public Road is less than ~~one and one half~~ [two \(1 1/2\)](#) linear miles from the Structure, measured from the proposed building location.

J. Ridgeline Development (Exception): Where it is not possible to build on a Conforming Parcel without violating the prohibition in [Section 11-2-4\(I\)](#), the Community Development Director may approve Ridgeline Development as a Low Impact Permit subject to the findings in Section 11-4-8 and all of the following additional criteria:

1. The proposed Ridgeline Development is located on the least environmentally sensitive portion of the site. The Development is designed so that existing significant vegetation can be maintained to the greatest degree possible.
2. The proposed Ridgeline Development shall be located to ensure that the least amount of the Structure extends into the skyline.
3. The Height of all Structures shall be limited to twenty six feet (26').
4. The Structure is stepped in levels to conform to the slope of the hill and keep a low profile.
5. Except for flashings, roof vents and equipment, the Structure shall not use highly reflective finish materials. In the event flashings, roof vents and equipment are used, such shall be painted to match the Structure.
6. Structure colors shall be consistent with the natural colors of the surrounding geology and vegetation.
7. Glass areas are limited so as to avoid highly reflective surfaces which are viewed from Public Roads. Mirrored glazing is prohibited.
8. The Structure shall be designed so that the pitch of any roof is generally parallel to the slope upon which it is located.

K. Drainage: Development activity shall not cause run-off characteristics of a Parcel to be more disruptive to Perennial, Intermittent and Ephemeral Streams, land uses or drainage systems, than existed prior to the Development activity. The integrity of existing and natural drainage patterns shall be preserved so that:

1. ~~The~~ aggregate of ~~future~~ Development activities will not cause storm drainage and floodwater patterns to exceed the capacity of natural or constructed drainages;
2. ~~Other~~ areas are not subjected to increased potential for damage by flood, erosion or sedimentation; and
3. Perennial, Intermittent, and Ephemeral Streams are not contaminated with pollutants in violation of state and/or federal standards.

L. Air Quality: Development shall not contribute significantly to the degradation of air quality in the county, including violation of any applicable state and/or federal pollution control laws.

M. Noise Limits: Non-~~A~~griculture Development activity shall not generate noise:

1. ~~E~~qual to or exceeding sixty (60) decibels, as measured at the property line of the Parcel generating the noise; and

- | 2. Which would result in materially adverse impacts relating to the use of the Parcel generating the noise, or to adjacent Parcels and/or its occupants.



STAFF REPORT

To: Summit County Council
From: Planning Staff
Date of Meeting: June 14, 2017
Type of Item: Amendments to the Eastern Summit County Development Code, Chapter 4: Development Review Processes and Procedures and "Appendix A": Definitions
Process: Public Hearing

A continued public hearing on proposed amendments to Eastern Summit County Development Code, Chapter 4: Development Review Processes and Procedures and "Appendix A": Definitions is scheduled on Wednesday. A copy of the current draft amendments, which includes additional County Attorney edits, is attached to this memorandum.

Following Wednesday's public hearing and discussion, Council may elect to modify specific language as necessary and take Final Action on the proposed amendments to Chapter 4. A draft ordinance is attached to this report for Councils review and consideration.

SUMMIT COUNTY, UTAH
ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE EASTERN SUMMIT COUNTY DEVELOPMENT
CODE, TITLE 11, CHAPTER 4: DEVELOPMENT REVIEW PROCESSES AND
PROCEDURES AND APPENDIX A: DEFINITIONS**

WHEREAS, Chapter 4 of the Eastern Summit County Development Code was last amended in March of 2011; and

WHEREAS, since that time, it has become clear that refinements to the definitions of what constitutes developable property were necessary to provide clarity and consistency throughout Eastern Summit County; and

WHEREAS, the goal of Chapter 2 of the Eastern Summit County General Plan is to develop land use codes which balance the diversity of desires of Eastern Summit County residents, including private property rights; and

WHEREAS, In furtherance of this goal, §11-1-1 of the Eastern Summit County Code provides that “The eastern Summit County general plan was developed to ensure that the rural, agricultural and small town character of the eastern portion of the county shall remain, even in the presence of growth and change. The intention of the county is to assure the managed, proper and sensitive development of land to protect and enhance these desired qualities and the lifestyle that exists”; and

WHEREAS, through this amendment, the County Council is proposing a new Master Planned Development section of the Code to create an overall project design review and design flexibility tool for subdivisions associated with rezones and certain other land development processes; and

WHEREAS, these amendments also streamline the code to make it easier and more user-friendly for both County staff and the general public of Eastern Summit County alike; and

WHEREAS, on the Eastern Summit County Planning Commission forwarded a positive recommendation to the Summit County Council on proposed changes to Appendix A: Definitions.

WHEREAS, on February 18, 2016 the Eastern Summit County Planning Commission forwarded a positive recommendation to the Summit County Council on proposed changes to Title 11, Chapter 4 of the Code.

WHEREAS, on February 15, March 8, March 22, April 5, April 19, May 31 and June 14, 2017 the Summit County Council held public hearings on proposed changes to Appendix A: Definitions and Title 11, Chapter 4 of the Code.

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

Section 1: The County Council hereby enacts a new Title 11, Chapter 4, “Development Review Processes and Procedures” attached hereto as Exhibit A.

Section 2: The County Council hereby enacts a new Title 11, Chapter 4, Appendix A, “Definitions, attached hereto as Exhibit A.

Section 3: This Ordinance shall take effect fifteen (15) days after the date of its publication.

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this ____ day of June, 2017.

SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH

By Council Chair

ATTEST:
SUMMIT COUNTY CLERK

Date of Publication _____, 2017.

Exhibit A

Chapter 4

Development Review Processes and Procedures

SECTION:

- 11-4-1: Purpose
- 11-4-2: Lot/Parcel Requirement for Development, Subdivisions and/or Uses
- 11-4-3: Permits Required
- 11-4-4: General Provisions
- 11-4-5: Subdivisions, Condominiums, Subdivision Plat Amendments, Parcel Boundary Adjustments, & Divisions of Land for Non-Development Purposes
- 11-4-6: Final Site Plans
- 11-4-7: Conditional Use Permits
- 11-4-8: Low Impact Permits
- 11-4-9: Temporary Use Permits
- 11-4-10: Zoning Variances
- 11-4-11: Special Exceptions
- 11-4-12: Master Planned Developments

11-4-1: PURPOSE

The purpose of this chapter is to provide clear and predictable standards of review and processes for the administration of Development, Subdivisions, and Uses within the Eastern Summit County Planning District.

11-4-2: LOT/PARCEL REQUIREMENT FOR DEVELOPMENT, SUBDIVISIONS AND/OR USES:

A. A Conforming Parcel. A Conforming Parcel is defined as one of the following:

1. A Lot within a recorded Subdivision which was created through a lawful Eastern Summit County Development Code land division process and which is intended for Development purposes;
2. A Parcel which was created through a lawful Eastern Summit County Development Code land division process after May 6, 1996 and which conforms to the minimum size requirements of the applicable Zone at the time of a development Application;
3. A Parcel created under UCA §17-27a-605(4), as amended; or

4. A Grandfathered Parcel.

5. A Parcel created by a bona fide division or partition of ~~agricultural~~ land for Agricultural Activities.

B. A Non-Conforming Parcel: A Non-Conforming Parcel is a Parcel not meeting the definition of a Conforming Parcel. A decision by the Community Development Director determining that a Parcel is a Non-Conforming Parcel may be appealed to the County Council within ten (10) calendar days from the date of the decision in accordance with Section 11-7-16 of this Title.

C. Eligibility for Development:

1. For Development purposes and in order to apply for Development, a Parcel must be a Conforming Parcel.
2. A Non-Conforming Parcel is eligible for Development of a Single-Family Dwelling, Subdivision, or other Development action, permit, or Use identified in Section 11-3-17 of this Title, by an action of the County through one of the following development processes, as defined and outlined in this Title, provided all criteria can be met.
 - a. Parcel Boundary Adjustment, including the combination of a Non-Conforming Parcel with a Conforming Parcel.
 - b. Subdivision. In cases where property descriptions were created in a manner not consistent with this Title, a retroactive Subdivision may be considered. The Application shall include all associated properties from which the Non-Conforming Parcel was derived.
 - c. Subdivision Plat Amendment, including the expansion of a Subdivision to include land outside of a Subdivision, regardless of whether said land is a Conforming Parcel or a Non-Conforming Parcel.
 - d. Special Exception as granted by the County Council if the criteria for approval as outlined in Section 11-4-11 of this Title can be satisfied.

11-4-3: PERMITS REQUIRED

No Development, Subdivision, or Use may be undertaken within the Eastern Summit County Planning District unless all permits applicable to the proposed Development, Subdivision, or Use are issued in accordance with the provisions of this Title.

11-4-4: GENERAL PROVISIONS

- A. Initiation: An Application for Development, Subdivision or Use activity approval shall be initiated by submitting the appropriate Application to the Community Development Department.
- B. Initial Review, Recommendation, and Action:
1. Within thirty (30) days of receipt, the Community Development Director shall review the Application to determine that all necessary submittal requirements and information are provided and that the land under consideration contains one or more Conforming Parcels. If the Community Development Director determines that the Application does not contain the required information sufficient for compliance with this Title, the Community Development Director shall provide written notice to the Applicant specifying the deficiencies of the Application. The Community Development Director may elect to take no further action on the Application until such time as all necessary submittal requirements are provided.
 2. An Application for Development, Subdivision, and/or Use activity shall be deemed incomplete if:
 - a. Any relevant information is not provided, including any supplemental information requested by the Community Development Director;
 - b. The Application form is not signed by the Owner;
 - c. Required fees are not paid;
 3. In the event that the Applicant fails to satisfy the deficiencies in the Application within thirty (30) days of notification of the same, all Application materials (including Application fees) shall be returned to the Applicant, and the Application process shall be deemed terminated with no approval.
 4. A determination of sufficiency shall not constitute a determination of compliance with the substantive requirements of this Title, nor shall it indicate that the information submitted by the Applicant is accurate or has been verified. Additional information may be required at a later date throughout the approval process.
 5. All Development Permits shall be conditioned so that no Final Action shall be issued on the subject property until all outstanding and current property taxes have been paid.
 6. The Community Development Director is the delegated authority to make

administrative interpretations of this Title and to provide such guidance as is necessary to Applicants for Development, Subdivision, and/or Land Use activity approvals consistent with and in furtherance of this Title.

7. Any Person adversely affected by an administrative interpretation of this Title may appeal such interpretation to the County Council, in accordance with the Appeals Procedures set forth in Section 11-7-16 of this Title.

11-4-5: SUBDIVISIONS, CONDOMINIUMS, SUBDIVISION PLAT AMENDMENTS, PARCEL BOUNDARY ADJUSTMENTS, AND DIVISIONS OF LAND FOR NON-DEVELOPMENT PURPOSES

A. Purpose: The purposes of this section are to:

1. Guide the future growth of the Eastern Summit County Planning District in a manner consistent with the Eastern Summit County General Plan.
2. Advance the public, health, safety, and welfare of the property owners and residents who reside within the Eastern Summit County Planning District.
3. Provide Development opportunities for property owners and residents to live, work, and conduct business within the Eastern Summit County Planning District.
4. To direct Development to areas readily accessible to adequate access, wastewater, and other necessary public infrastructure and services.
5. Encourage Development that adequately mitigates any potential adverse effects on adjacent properties.
6. Encourage clustered Development to protect Wetlands, riparian areas, steep slopes, ridgelines and other environmentally sensitive areas wherever practicable.
7. Provide reasonable and predictable standards of review and preview processes and achieve responsible orderly Development.
8. Provide for the Division of Land for Non-Development Purposes.

B. Subdivisions Consisting of Three (3) or Less Lots

1. Special Provision: When a single Parcel includes multiple Zones, Density may be located upon the Parcel in the most appropriate manner irrespective of the boundaries of the Zones.
2. Submission Requirements: An Application for a Subdivision consisting of three (3) Lots or less shall include the information or action set forth

below. The Community Development Director may waive specific submittal requirements if it is determined that the submittal requirement(s) are not necessary to demonstrate compliance with the provisions of this Title.

- a. Completed Subdivision Application signed by the Owner(s);
- b. The payment by the Applicant of the Subdivision Application fee;
- c. The Subdivision shall contain sufficient land area necessary to meet the Density requirements of the Zone;
- d. Name and address, including telephone number, of all the Owner(s), and citation of last instrument conveying title to each Parcel of property involved in the proposed Subdivision, giving grantor, grantee, date, and land records reference;
- e. One (1) copy of a survey prepared by a surveyor licensed in the state of Utah including the following information:
 - (1) The name of the Land Surveyor;
 - (2) Approximate true north arrow;
 - (3) Legal description and location of property, including citation of any existing legal Rights-of-Way, Public and Private Roads, Streets, irrigation ditches, water bodies, water wells, Streams/Rivers, Structures, and/or other physical improvements affecting the property and existing covenants on the property, if any;
 - (4) A delineation of environmentally sensitive areas, Floodplains, delineated Wetlands, ridgelines, and slopes exceeding thirty percent (30%).
- f. Two copies (one 11"x17" copy and one 24"x36" copy) of the proposed Final Subdivision Plat and one electronic copy of a scaled Final Subdivision Plat prepared by a surveyor or civil engineer licensed in the state of Utah, including:
 - (1) The Subdivision name and date of Plat creation. The Subdivision name may not be the same name as any existing recorded Subdivision in Summit County, Utah;
 - (2) The name of the Land Surveyor;
 - (3) Approximate true north arrow;
 - (4) The Plat scale and the location and dimensions of all

boundary lines of the property (expressed in feet and in decimals of a foot), the locations, dimensions, and areas of all proposed Lots, Rights-of-Way, and Easements;

- (5) Consecutively numbered or lettered Lots with addresses (subject to final review and approval by the County);
- (6) Notation of any self-imposed Plat restrictions;
- (7) Signature blocks for the County Recorder, Land Use Authority, County Engineer, Public Health Officer, County Attorney, applicable fire district, local electrical power provider, local natural gas provider (if applicable), local sanitary sewer provider (if applicable), and local culinary water provider (if applicable);
- (8) Notarized signatures on the Plat by every person having a security interest in the property which sets forth that he/she is subordinating his/her liens to all covenants, servitude and easements imposed on the property, and all conditions of development approval proposed by the County;
- (9) All monuments erected, corners, and other points established in the field;
- (10) Plat notes stating that:

“Further subdivision of such lands, whether by deed, bequest, divorce, decree, or other recorded instrument, shall not result in a buildable lot until the same has been approved in accordance with the Eastern Summit County Development Code.”

“The owners of property within Eastern Summit County recognize the importance of agricultural lands and operations and small rural business enterprises. It is recognized that agricultural lands and operations and rural business enterprises have unique operating characteristics that must be respected. Owners of each lot platted in this subdivision/the owner of the residence constructed upon this lot have/has been given notice and recognize(s) that there are active agriculture lands and operations and rural business enterprises within Eastern Summit County and acknowledge(s) and accept(s) that, so long as such lands and

operations exist, there may be dust, noise, odor, prolonged work hours, use of roadways for the purposes of herding/moving livestock, and other attributes associated with normal agricultural operations and rural businesses.”

“Water has not been approved for this site. It shall be the responsibility of each lot owner to demonstrate that water of adequate quality and quantity is available for each lot prior to the issuance of a building permit. This shall be accomplished with a memorandum of decision from the state engineer for a private well, spring or a written commitment from a municipality or private water company.”

- g. Following Final Action on the Final Subdivision Plat which results in an approval, a current (within 30 days) preliminary title report covering all property located within the Subdivision;
 - h. Following Final Action on the Final Subdivision Plat which results in an approval, a 24"x36" Mylar of a scaled (1"=100') Final Subdivision Plat prepared by a surveyor or civil engineer licensed in the state of Utah, including all items listed in Section 11-4-5(B)(2)(f).
3. Review Procedure:
- a. Optional Sketch Plan: Prior to submitting a formal Application for a Subdivision review, an Applicant may exercise the voluntary option to submit a Sketch Plan, which shall contain enough information in graphic and text form to adequately describe the Applicant's intentions with regard to the proposed Development. Sketch Plans shall be drawn to a convenient scale of not more than one hundred feet to an inch (1" = 100'), unless otherwise approved by the Community Development Director.
 - (1) Sketch Plan Review: The Community Development Director shall review the Sketch Plan and identify any relevant issues for the Applicant to address with the Final Subdivision Plat Application, as well as any additional information necessary to establish the project's compliance with the standards and requirements of this Title. A Sketch Plan may be reviewed by the Planning Commission for preliminary input at the direction of the Community Development Director or at the request of the Applicant.
 - b. Final Subdivision Plat Review Procedure:

- (1) The Community Development Director shall secure input regarding the proposed Subdivision from all affected agencies and service providers including, but not limited to utility providers, the County Health Department, all applicable fire districts, and the County Public Works Department. Upon receiving such input, the Community Development Director shall prepare a staff report analyzing the proposed Final Subdivision Plat's compliance with the review standards set forth herein and identifying any compliance-related issues related to the Application.
 - (2) The Staff report and all Application submittal materials shall be forwarded to the Community Development Director. The Community Development Director shall provide notice of the proposed Subdivision Plat Application to all adjacent property owners in the manner set forth in this Title. Following the completion of the required noticing period, the Community Development Director shall be authorized to take Final Action upon the Application. The Community Development Director has the discretion to refer the Application to the Planning Commission pursuant to Section 11-4-5(B)(3)(b)(3).
 - (3) The Community Development Director may refer any Subdivision Application to the Planning Commission due to the complexity of the Application or the significance in change to the property or the surrounding area. The Community Development Director shall schedule the matter before the Planning Commission for a Public Hearing and possible action. Following the Public Hearing, the Planning Commission shall make a recommendation to the Community Development Director regarding an approval, approval with conditions or denial of the Application.
 - (4) Once the Final Subdivision Plat is approved and all applicable signatures are obtained on the final mylar, the County Attorney will review the preliminary title report for acceptability. The title report must be current (within 30 days).
 - (5) Upon approval of the County Attorney and once all required signatures are obtained on the final mylar, the Final Subdivision Plat shall be recorded in the records of the County Recorder.
4. Criteria For Approval: Before a Subdivision can be approved; it must conform to all of the following criteria:
- a. All of the land required for the Density needed to create the Lots

within the Subdivision, including a Remnant Parcel, which on its own would not be large enough to qualify for any Density, shall be contained within the boundaries of the Final Subdivision Plat, and ~~any such~~ Remnant Parcel shall bear a Plat Note stating that no Density exists on such Remnant Parcel until such time (if ever) as the Zone is changed to permit additional Density rights and the Remnant Parcel is, if necessary, re-subdivided in accordance with this Title; or the Remnant Parcel is otherwise vacated from the Final Subdivision Plat for the purposes of a Parcel Boundary Adjustment, which shall constitute good cause thereof under State law.

- b. In the event that the Parcel(s) being subdivided contain more land than that which is needed to establish the Density for the Subdivision, such Remainder Parcel(s) do not need to be included within the boundaries of the Final Subdivision Plat if each of such Remainder Parcel(s) (or such number of them if contiguous) conform to the minimum size requirement of the applicable Zone at the time. In such cases, a Certificate executed by the County shall be recorded with the County Recorder, at the same time as the Final Subdivision Plat is recorded, against the Remainder Parcel(s) located outside of the Final Subdivision Plat stating that such Remainder Parcel(s) are Conforming Parcels pursuant to this Title.
- c. Each proposed Lot shall have legal access through a recorded Right-of-Way or Easement. The Applicant shall demonstrate that adequate Access to the property from a Public Road may be granted by the State or County, whichever is applicable.
- d. Compliance with the Development Evaluation Standards provided in Chapter 2 of this Title.
- e. Compliance with the infrastructure standards in Chapter 6 of this Title.
- f. The Minimum Lot Size for new Lots created through this process will meet the Minimum Lot Size requirements for the applicable Zone.
- g. If the Subdivision includes any land located within one hundred feet (100') of the center line of a canal, the Community Development Director shall:
 - (1) Within 30 days after the day on which the Application is filed, notify the canal company or canal operator responsible for the canal, if the canal company or canal owner has provided information under UCA 17-27a-211.
 - (2) Wait at least 10 days after the day on which the Community

Development Director notifies a canal company or canal operator to approve, approve with conditions or reject the Final Subdivision Plat.

- h. A positive recommendation from the Eastern Summit County Water Conservation Special Service District on the proposed wastewater system.
- i. A positive approval from the County Manager on the Subdivision's proposed wastewater system.
- j. Proof that property taxes for the applicable property have been paid.
- k. Compliance with all applicable County regulations.

C. Subdivisions Consisting of Four (4) or More Lots

- 1. Master Planned Development Required: In the following cases, a Master Planned Development approval is required pursuant to Section 11-4-12 of this Title:
 - a. Any [Application to subdivide at Base Density resulting in ten \(10\) or more Subdivision of four \(4\) or more](#) Lots or Parcels.
 - b. Any proposal which includes the movement of Density between Zones on a single Parcel which results in the creation of four (4) or more Lots.
- 2. Submission Requirements: An Application for Subdivision consisting of four (4) or more Lots shall include the information set forth below. The Community Development Director may waive specific submittal requirements if he or she determines that the submittal requirement(s) are not necessary to demonstrate compliance with the provisions of this Title.
 - a. Completed Subdivision Application signed by the Owner;
 - b. Subdivision Application Fee payment;
 - c. The Subdivision shall contain sufficient land area necessary to meet the Density requirements of the Zone;
 - d. Name and address, including email address and telephone number, of all the Owners, and citation of last instrument conveying title to each parcel of property involved in the proposed Subdivision, giving grantor, grantee, date, and land records reference.
 - e. One (1) copy of a survey prepared by a surveyor licensed in the state including the following information:

- (1) The name of the Land Surveyor;
 - (2) Approximate true north arrow;
 - (3) Legal description and location of property, including citation of any existing legal Rights-of-Way, Public and Private Roads, Streets, irrigation ditches, water bodies, Streams/Rivers, Structures, and/or other physical improvements affecting the property; including existing covenants on the property, if any;
 - (4) A delineation of environmentally sensitive areas, including Floodplains, delineated Wetlands, Ridgelines and slopes exceeding thirty percent (30%).
- f. Two copies (one 11"x17" copy and one 24"x36" copy) of the proposed Final Subdivision Plat and one electronic copy of a scaled Final Subdivision Plat prepared by a surveyor or civil engineer licensed in the state of Utah, including:
- (1) The Subdivision name and date of Plat creation. The Subdivision name may not be the same name as any existing recorded Subdivision in Summit County, Utah;
 - (2) The name of the Land Surveyor;
 - (3) Approximate true north arrow;
 - (4) The Plat scale and the location and dimensions of all boundary lines of the property (expressed in feet and in decimals of a foot), the locations, dimensions, and areas of all proposed Lot, Rights-of-Way, Easements; consecutively numbered or lettered Lots with addresses (subject to final review and approval by the County);
 - (5) Notation of any required Plat restrictions;
 - (6) Signature blocks for the County Recorder, Land Use Authority, County Engineer, Public Health Officer, County Attorney, applicable fire district, local electrical power provider, local natural gas provider (if applicable), local sanitary sewer provider (if applicable), and local culinary water provider (if applicable);
 - (7) Notarized signatures on the Plat by every person having a security interest in the property which sets forth that he/she is subordinating his/her liens to all covenants, servitude and easements imposed on the property, and all conditions of development approval proposed by the

County;

- (8) All monuments erected, corners, and other points established in the field;
- (9) Plat notes stating that:

“Further subdivision of such lands, whether by deed, bequest, divorce, decree, or other recorded instrument, shall not result in a buildable lot until the same has been approved in accordance with the Eastern Summit County Development Code.”

“The owners of property within Eastern Summit County recognize the importance of agricultural lands and operations and small rural business enterprises. It is recognized that agricultural lands and operations and rural business enterprises have unique operating characteristics that must be respected. Owners of each lot platted in this subdivision/the owner of the residence constructed upon this Lot have/has been given notice and recognizes that there are active agriculture lands and operations and rural business enterprises within Eastern Summit County and acknowledge(s) and accept(s) that, so long as such lands and operations exist, there may be dust, noise, odor, prolonged work hours, use of roadways for the purposes of herding/moving animals, and other attributes associated with normal agricultural operations and rural businesses.”

“Water has not been approved for this Subdivision. It shall be the responsibility of each Lot owner to demonstrate that water of adequate quality and quantity is available for each lot prior to the issuance of a building permit. This shall be accomplished with a memorandum of decision from the Utah Water State Engineer for a private well or a written commitment from a municipality or private company.”

- g. Following Final Action on the Final Subdivision Plat which results in an approval, a current (within 30 days) preliminary title report covering all property located within the Subdivision;
- h. Following Final Action on the Final Subdivision Plat which results in an approval, a 24"x36" Mylar of a scaled (1"=100') Subdivision Final

Plat prepared by a surveyor or civil engineer licensed in the State of Utah, including all items listed in Section 11-4-5(C)(2)(f).

3. Review Procedure:

- a. Optional Sketch Plan: Prior to submitting a formal Application for a Subdivision review, an Applicant may exercise the voluntary option to submit a Sketch Plan, which shall contain enough information in graphic and text form to adequately describe the Applicant's intentions with regard to the proposed Development. Sketch Plans shall be drawn to a convenient scale of not more than one hundred feet to an inch (1" = 1 00'), unless otherwise approved by the Community Development Director.
 - (1) Sketch Plan Review: The Community Development Director shall review the Sketch Plan and identify any relevant issues for the applicant to address with the Final Subdivision Plat Application, as well as any additional information necessary to establish the proposed Subdivision's compliance with the standards and regulations of this Title. A Sketch Plan may be reviewed by the Planning Commission for preliminary input at the direction of the Community Development Director or at the request of the Applicant.
- b. Final Subdivision Plat Review Process:
 - (1) The Community Development Director shall secure input regarding the proposed Subdivision from all affected agencies and service providers including, but not limited to utility providers, the County Health Department, all applicable fire districts, and County Public Works Department. Upon receiving such input, the Community Development Director shall prepare a staff report analyzing the proposed Final Subdivision Plat's compliance with the review standards set forth in this section and identifying any compliance-related issues related to the proposal.
 - (2) The Staff report and all Application submittal materials shall be forwarded to the Community Development Director. The Community Development Director shall provide notice of the proposed Final Subdivision Plat Application to all property owners in the manner set forth in this Title and schedule the Application for a Public Hearing before the Planning Commission.
 - (3) The Planning Commission shall hold a Public Hearing on the proposed Final Subdivision Plat and forward a recommendation to the County Council.

- (4) The County Council shall take Final Action on the proposed Final Subdivision Plat.
 - (5) Once the Final Subdivision Final is approved and all applicable signatures are obtained on the final mylar, the County Attorney will review the preliminary title report for acceptability. The title report must be current (within 30 days).
 - (6) Upon approval of the County Attorney and once all required signatures are obtained, the detailed Final Subdivision Plat shall be recorded in the records of the County Recorder.
4. Criteria For Approval: Before a Subdivision can be approved; it must conform to all of the following criteria:
- a. All of the land required for the Density needed to create the Lots within the Subdivision, including a Remnant Parcel, which on its own would not be large enough to qualify for any Density, shall be contained within the boundaries of the Final Subdivision Plat, and ~~any such~~ Remnant Parcel shall bear a Plat Note stating that no Density exists on such Remnant Parcel until such time (if ever) as the Zone is changed to permit additional Density rights and the Remnant Parcel is, if necessary, re-subdivided in accordance with this Title; or the Remnant Parcel is otherwise vacated from the Final Subdivision Plat for the purposes of a Parcel Boundary Adjustment, which shall constitute good cause thereof under State law.
 - b. In the event that the Parcel(s) being subdivided contain more land than that which is needed to establish the Density for the Subdivision, such Remainder Parcel(s) do not need to be included within the boundaries of the Final Subdivision Plat if each of such Remainder Parcel(s) (or such number of them if contiguous) conform to the minimum size requirement of the applicable Zone at the time. In such cases, a Certificate executed by the County shall be recorded with the County Recorder, at the same time as the Final Subdivision Plat is recorded, against the Remainder Parcel(s) located outside of the Final Subdivision Plat stating that such Remainder Parcel(s) are Conforming Parcels pursuant to this Title.
 - c. Each proposed Lot shall have legal access through a recorded Right-of-Way or Easement. The Applicant shall demonstrate that adequate Access to the property from a Public Road may be granted by the State or County, whichever is applicable.
 - d. Compliance with the Development Evaluation Standards provided in Chapter 2 of this Title.

- e. Compliance with the infrastructure standards in Chapter 6 of this Title.
- f. If the Subdivision includes any land located within one hundred feet (100') of the center line of a canal, the Community Development Director shall:
 - (1) Within 30 days after the day on which the Application is filed, notify the canal company or canal operator responsible for the canal, if the canal company or canal owner has provided information under UCA 17-27a-211.
 - (2) Wait at least 10 days after the day on which the Community Development Director notifies a canal company or canal operator to approve, approve with conditions or reject the Final Subdivision Plat.
- g. The Minimum Lot Size for new Lots created through this process will meet the Minimum Lot Size requirements for the applicable Zone.
- h. A positive recommendation from the Eastern Summit County Water Conservation Special Service District on the proposed wastewater system.
- i. In the case of a Subdivision with between four (4) and ten (10) Lots, approval from the County Manager for the proposed wastewater system. In the case of a Subdivision with more than ten (10) Lots, approval from the County Council for the proposed wastewater system.
- i. Proof that the taxes for the applicable property have been paid.
- k. Compliance with all applicable County regulations.

D. Condominium Plats

- 1. Plat Requirements: A Plat is required in all cases which satisfy the definition of Condominium. A Condominium Plat shall contain the information required for a Final Site Plan as identified in Section [11-4-6](#) of this Title. Covenants, Conditions and Restrictions for the Development shall also be submitted for review by the County Attorney prior to recordation of the Condominium Plat.

2. Review Procedure: The review procedure for a Condominium Plat shall be the same as the review procedure for a Final Site Plan, as outlined in Section [11-4-6](#) of this Title.
3. Issuance of Building Permit: A Building Permit for condominium units can be issued following approval of the Condominium Plat by the Planning Commission as provided in this Title. A Building Permit will be issued based upon a certified architectural plan of the building elevation and floor plans as approved by the Building Official.
4. Filing: All Condominium Plats shall be filed with the County Recorder following completion of construction and before acceptance of improvements.

E. Subdivision Plat Amendments

1. Submission Requirements: Any request for a proposed vacation, alteration or amendment of a Final Subdivision Plat, any portion of such Final Subdivision Plat, or any Public or Private Road or Lot contained in such Plat shall require the Application for a Subdivision Plat Amendment. An Application for a Subdivision Plat Amendment shall include the information set forth below. The Community Development Director may waive specific submittal requirements if he or she determines that the submittal requirement(s) are not necessary to demonstrate compliance with the provisions of this Title.
 - a. Completed Subdivision Plat Amendment Application including a description of all proposed amendments to the Final Subdivision Plat;
 - b. Proof that property taxes for the applicable property have been paid;
 - c. Subdivision Plat Amendment Application Fee payment;
 - d. Name and address, including email address and telephone number, of the Owner(s), and citation of last instrument conveying title to each parcel of the property involved in the Subdivision Plat Amendment, giving grantor, grantee, date, and land records reference.
 - e. The signature of each Owner who consents to the Subdivision Plat Amendment.
 - f. Two copies (one 11"x17" copy and one 24"x36" copy) of the proposed Subdivision Plat Amendment and one electronic copy of a scaled Final Subdivision Plat prepared by a surveyor or civil engineer licensed in the state of Utah, including:

- (1) The Subdivision Plat Amendment name and date of Plat creation;
- (2) The name of the Land Surveyor;
- (3) Approximate true north arrow;
- (4) The Plat scale and the location and dimensions of all boundary lines of the property (expressed in feet and in decimals of a foot), the locations, dimensions, and areas of all proposed Lot, Rights-of-Way, Easements; and remainder Parcels (if applicable).
- (5) Consecutively numbered or lettered Lots with addresses authorized by the County;
- (6) Notation of any self-imposed Plat restrictions or revisions thereof;
- (7) Signature blocks for the County Recorder, Community Development Director, County Engineer, Public Health Officer, County Attorney, fire district, local power and gas providers (if applicable), local sanitary sewer provider (if applicable), and local culinary water provider (if applicable);
- (8) Endorsement on the Plat by every person having a security interest in the property which sets forth that he/she is subordinating his/her liens to all covenants, servitude and easements imposed on the property, and all conditions of development approval proposed by the County;
- (9) All monuments erected, corners, and other points established in the field;
- (10) Following Final Action on the Subdivision Plat Amendment which results in an approval, a current (within 30 days) preliminary title report covering all property located within the Subdivision;
- (11) Following Final Action on the Subdivision Plat Amendment which results in an approval, a 24"x36" Mylar of a scaled (1"=100') a scaled Final Subdivision Plat prepared by a surveyor or civil engineer licensed in the state of Utah, including all items listed in Section 11-4-5(E)(1)(f).

2. Lot Combinations and Lot Line Adjustments.
 - a. Land Use Authority: The Community Development Director shall be the Land Use Authority for all Subdivision Plat Amendments resulting in the combination of Lots and adjusting and/or altering Lot Lines within a Final Subdivision Plat.
 - b. Prior to the approval of a Subdivision Plat Amendment the Community Development Director shall provide written notice by first class mail a minimum of ten (10) days in advance of the requested action to all Affected Entities.
 - c. Review and Decision: The Community Development Director shall take Final Action on an Application for a Subdivision Plat Amendment based on the standards set forth in this Title and Utah state law. The Final Action shall become effective on the date that the Final Subdivision Plat is signed by the Community Development Director.
 - d. Referral of Application by Community Development Director to Planning Commission: The Community Development Director may refer any Subdivision Plat Amendment Application to the Planning Commission if the Community Development Director determines the Application to be complex or to result in a significant change to the property or the surrounding area; or if a written objection against the Application is received within ten (10) calendar days of the mailed notice set forth in Section 11-4-5(E)(7)(a). The Community Development Department shall schedule the matter before the Planning Commission for a Public Hearing and possible action. Following the Public Hearing, the Planning Commission shall make a recommendation to the Community Development Director approving, approving with conditions or denying of the Application.
3. Other Subdivision Plat Amendments not Involving a Private or Public Road.:
 - a. Land Use Authority: The Planning Commission shall be the Land Use Authority for all Subdivision Plat Amendments that result in building pad adjustments, Subdivision title changes, Plat Note revisions, altering of utility easements, vacations and all other amendments that do not affect a Public or Private Road.
 - b. The Planning Commission shall hold a Public Hearing prior to taking Final Action on a proposed Subdivision Plat Amendment.
4. Subdivision Plat Amendments Altering or Vacating a Private Road.

- a. Land Use Authority: The Planning Commission shall be the Land Use Authority for Subdivision Plat Amendments involving the alteration or vacation of a Private Road.
 - b. The Planning Commission shall hold a Public Hearing prior to taking Final Action on a request to alter a Private Road within a Final Subdivision Plat.
5. Subdivision Plat Amendments Altering or Vacating a Public Road.
- a. Land Use Authority: The County Council shall be the Land Use Authority for Subdivision Plat Amendments involving the alteration or vacation of a Public Road within a Subdivision. The Final Action of the County Council shall be based upon compliance with state law and shall be in the form of an Ordinance.
 - b. The Planning Commission shall hold a Public Hearing in accordance with this Title. The Planning Commission shall forward a recommendation to the County Council.
 - c. The County Council shall hold a Public Hearing in accordance to this Title prior to taking Final Action on a request to alter or vacate a Public Road shown on a Final Subdivision Plat.
6. Subdivision Plat Amendments which amount to a Re-subdivision. Re-subdivisions shall conform to the Minimum Lot Size within the Zone, comply with all applicable regulations in Chapter 2 and Chapter 3 of this Title, honor existing Plat Note restrictions, and follow the appropriate processes in Section 11-4-5(B) or Section 11-4-5(C) of this Title.
7. Notice of Public Hearings for Subdivision Plat Amendments. In the event that a Public Hearing is required or the Community Development Director elects to hold a Public Hearing, the following requirements shall apply:
- a. The Community Development Department shall give written notice of any proposed Subdivision Plat Amendment and associated Public Hearing. Notice shall be by first class mail a minimum of ten (10) calendar days in advance of the requested action to all Owners of property located within the Subdivision, to each Owner of property within one thousand feet (1,000') from the Lots being amended, and to all Affected Entities.
 - b. If the proposed Subdivision Plat Amendment involves the vacation, alteration, or amendment of a Private or Public Road, the Community Development Department shall give notice of the date, place, and time of the Public Hearing by:
 - (1) Mailing notice, as required in this Title; and

- (2) For Public Roads, publishing the notice once a week for four consecutive weeks before the Public Hearing in a newspaper of general circulation within the County.
 - (3) For Public Roads, publishing the notice on the Utah Public Notice Website.
 - c. Required Public Hearing Timeframe: Once a Subdivision Plat Amendment Application is filed and it is determined that a Public Hearing is required, the Land Use Authority shall hold the Public Hearing within forty-five (45) days following the receipt of a complete Application.
- 8. Waiver of the Public Hearing Requirement for Section 11-4-5(E)(3): At the discretion of the Community Development Director, any Public Hearing requirement may be waived for Subdivision Plat Amendments if the following criteria are met:
 - a. The name and address and consenting signatures of all Owners of record of the land contained in the entire Subdivision are submitted with the Application; or
 - b. The signatures of all Owners within the Subdivision acknowledging consent to the amendment are submitted with the Application.
- 9. General Criteria:
 - a. Upon Final Approval of the Subdivision Plat Amendment, the following signatures are required on the amended Final Subdivision Plat:
 - (1) Owners: Notarized signatures of each Owner of record of the portion of the Final Subdivision Plat that is amended is required.
 - (2) Community Development Director: If the Subdivision Plat Amendment results in a Lot Combination or Lot Line Adjustment set forth in Section 11-4-5(E)(2), the signature of the Community Development Director is required.
 - (3) Planning Commission: If the Subdivision Plat Amendment results in either the alteration or vacation of a Private Road in accordance with Section 11-4-5(E)(4), or the adjustment of a building pad, Subdivision title change, Plat Note revision, and any other amendments that do not affect a Public Road as set forth in Section 11-4-5(E)(3), the signature of the Chair of the Planning Commission is required.

- (4) County Council: If the Subdivision Plat Amendment results in an alteration or vacation of a Public Road on a Final Subdivision Plat pursuant to Section 11-4-5(E)(5), the signature of the Chair of the County Council is required.
 - (5) The signatures of the County Recorder, County Engineer, County Attorney, and County Assessor are required. A Certificate of Consent from any and all mortgagors, lien holders, or others with a real property interest in the affected parcels is also required.
- b. Once the Application is approved and all applicable signatures are obtained on the amended Final Subdivision Plat mylar, the County Attorney shall review a preliminary title report for acceptability.
 - c. Upon approval of the County Attorney, and once all required signatures are obtained on the mylar, the amended Final Subdivision Plat shall be recorded in the records of the County Recorder.
10. Grounds for Vacating or Amending a Subdivision Plat not Involving a Private or Public Road:
- a. If the Land Use Authority is satisfied that the public interest will not be materially injured by the proposed vacation, alteration or amendment, and there is good cause for the vacation, alteration or amendment, the Land Use Authority, may vacate, alter or amend the Final Subdivision Plat, or any portion of the Final Subdivision Plat.
 - b. No Subdivision Plat Amendment shall be approved which results in an increase in Density unless the requirements set forth in Section 11-4-5(E)(6) for a Re-subdivision have been satisfied.
11. Grounds for Vacating or Amending a Public or Private Road within a Subdivision Plat:
- a. If the Land Use Authority is satisfied that there is good cause for the vacation, alteration or amendment, and the public interest or any person shall not be materially injured by the proposed vacation, alteration or amendment, the Land Use Authority may vacate, alter or amend a Public or Private Road within a Final Subdivision Plat.
 - b. No Subdivision Plat Amendment that vacates, alters or amends a Public or Private Road shall be approved which results in an increase in Density except as provided in Section 11-4-5(E)(10).
12. Appeal: An aggrieved party may appeal the Final Action on a Subdivision Plat Amendment in accordance with the Appeals Procedures set forth in Section 11-7-16 of this Title.

F. Parcel Boundary Adjustments

1. A property Owner:
 - a. May execute a Parcel Boundary Adjustment by quitclaim deed or by boundary line agreement as described in UCA §17-27a-522, §17-27a-523, or §57-1-45.
 - b. Shall record the quitclaim deed or boundary line agreement in the office of the County Recorder.
2. A Parcel Boundary Adjustment is not subject to the review of the Land Use Authority.
3. Creation of any new legal description through this process does not affect the status of the Parcel as a Conforming Parcel.

G. Divisions of Land for Non-Development Purposes:

1. A division of a Parcel for Agricultural Activity is not a Subdivision for purposes of this Title.
- ~~2. A division of a Parcel without conformance to the Final Subdivision Plat requirements of this Title or the Certificate required by UCA §17-27a-605(1), as amended, does not create a Conforming Parcel for purposes of this Title. However, in conformance with UCA §17-27a-605(3), as amended, such divisions of land can be recorded for purposes of conveying property ownership. ~~Such land may become a Conforming Parcel only through a Special Exception in accordance with Section 11-4-11.~~~~

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11-4-6: FINAL SITE PLANS

- A. Information Required: A detailed Final Site Plan is required for all Conditional Use Permits. Final Site Plans shall contain the information set forth in this section. The Community Development Director may waive specific submittal requirements if it is determined that the submittal requirement(s) are not necessary to demonstrate compliance with the provisions of this Title.
1. A vicinity map at a scale of not less than one inch equals one thousand feet (1" = 1,000').
 2. A legal description and accompanying map exhibit of the exterior boundaries of the development area giving lengths and bearings of the boundary lines at the scale of one inch equals one hundred feet (1" = 100'), showing the location and type of boundary evidenced. Such information should be provided from the recorded Plats. The legal description shall include the following data:
 - a. Metes and bounds of all property lines;
 - (1) Total area of property;
 - (2) North scale and north arrow; and
 - b. Name and route numbers of boundary roads and the width of existing Rights-of-Way.
 3. Existing topography with maximum contour intervals of two feet (2').
 4. A final detailed land use plan at a scale of not less than one inch equals one hundred feet (1" = 100') showing:
 - a. The location and arrangement of all proposed Uses, including building area.
 - b. The Height and number of floors of all Buildings, other than Single-Family Dwelling Units, both above and below or partially below the Finished Grade.
 - c. A cross section elevation plan depicting all Buildings, Structures, monuments, and other significant natural and manmade features of the proposed Development.
 - d. The yard dimensions from the development boundaries and adjacent Private and Public Roads and alleys.
 - e. The traffic and the pedestrian circulation system, including the location and width of all Public and Private Roads, Driveways, entrances to parking areas and parking structures, trails, walkways and bicycle paths.

- f. Off Street Parking and loading areas and Structures, and landscaping for parking areas.
- g. Greenbelt and other active recreation space areas, together with proposed private recreational areas, specifying the proposed improvement of all such areas, and delineating those areas proposed for specific types of recreational facilities.
- h. Architectural features of typical proposed Structures, including lighting fixtures, signs and landscaping.
- i. A plan or statement showing the location and design of all screening measures and indicating the type and height of such screening.
- j. When the Development is to be constructed in stages or units, a final sequence of development schedule showing the order of construction of such stages or units, and approximate completion date for the construction of each stage or unit.
- k. A copy of all Covenants, Restrictions and Conditions pertaining to the use, maintenance and operation of private Open Space areas.
- l. All existing monuments found during the course of the survey (including a physical description such as "brass cap").
- m. All existing Easements or Rights-of-Way, including those contiguous to the platted area, their nature, width, and the book and page number of their recording in the County Recorder's Office.
- n. All Rights-of-Way and Easements and trails (including open space) created by the Development with their boundary, bearings, lengths, widths, name, number or purpose. For curved boundaries, the curve radius, central angle and length of arc shall be given.
- o. A final statement in tabular form which sets forth the following data, when such data is applicable to a given development plan:
 - (1) The area of all Parcels created, total acreage, total acreage in lots, and total acreage in Private or Public roads or other dedicated Parcels;
 - (2) Total number of Dwelling Units, by development phase;
 - (3) Residential Density and units per acre;
 - (4) Total Floor Area and floor area ratio for each type of Use;
 - (5) Total area in Open Space and length of trails;
 - (6) Total area in developed Recreational Open Space; and

(7) Total number of Off Street Parking and loading spaces.

- B. Site Plan Contents: In addition to the requirements of Section 11-4-6(A), the Final Site Plan shall conform to current surveying practice and shall show the following information:
1. A title block giving the Development's name and the quarter-quarter section, section, township, range, principal meridian, and county of its location.
 2. A notation of any adjoining Plats or certificates of survey and titles thereto.
 3. All monuments set during the course of the survey (including a physical description such as "rebar driven to depth of..."), including appropriate witness monuments.
 4. The Owner's Certificate of Consent, including a legal description of the Subdivision's boundaries and the dedication of public ways or spaces. This certificate shall be signed, dated and notarized.
 5. The Owner's Certificate of Consent should include a reference to any covenants that may be declared and blanks where the County Recorder may enter the book and page number of their recording.
 6. A Certificate of Consent from any and all mortgagors, lien holders, or others with a real property interest in the Subdivision. These Certificates of Consent shall be signed, dated and notarized.
 7. A Surveyor's Certificate showing the name and registration number of the surveyor responsible for making the survey. This Surveyor's Certificate shall be signed and dated.
 8. Signature blocks prepared for the dated signatures of the Planning Commission, County Manager, County Recorder, County Engineer, County Attorney, electrical and gas utilities (when applicable) and applicable fire 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.
- C. Site Plan Materials, Size, Copies: Final Site Plans may be prepared on linen or on a stable base polyester film (Mylar). Final Site Plans may be either eighteen inches by twenty four inches (18" x 24"), or twenty four inches by thirty six inches (24" x 36"). Three (3) paper copies shall be submitted along with the linen or film copy.
- D. Multiple Sheets: Multiple sheet Final Site Plans may be used. All sheets shall be numbered and referenced to an index, and all required certificates shall appear on a single sheet (along with the index and vicinity maps).

E. Review Procedure:

1. The Community Development Director shall review the Application for a Final Site Plan, prepare a staff report, which makes recommendations and proposed findings, and present such to the Planning Commission. Following a lawfully advertised Public Hearing, the Planning Commission shall take Final Action on the Application for a Final Site Plan.

11-4-7: CONDITIONAL USE PERMITS

A. Purpose: It is recognized that there are activities which, because of the nature of the intended Use and potential impact upon the enjoyment of neighboring properties, require special review. These Uses, referred to as Conditional Uses, are identified in the Chart of Allowed and Conditional Uses in Section 11-3-14 of this Title. Conditional Uses shall be reviewed in accordance with the following criteria and procedures.

B. Findings for Approval: Before an Application for a Conditional Use Permit is approved, the Planning Commission must conclude that factual evidence exists to verify the following findings:

1. The proposed Use, as conditioned, shall be appropriate in the particular location, taking into account the nature of the Use, its relationship to surrounding Uses and its impact on the natural environment.
2. The proposed Use, as conditioned, shall be in compliance with the Development Evaluations Standards in Chapter 2 of this Title.
3. The Applicant shall present evidence to show approval of the landowner for the particular Use, unless the land is owned by the Applicant and, in such case, the Applicant shall submit proof of ownership.
4. There are reasonable conditions that can be imposed which mitigate the reasonably anticipated detrimental effects of the proposed Use.

C. Review Procedure:

1. The Applicant shall submit a completed Application for a Conditional Use Permit and all information set forth herein. The Community Development Director may waive specific submittal requirements based on a finding that the information is not necessary to evaluate the project's compliance with the standards of this Title. The Community Development Director or Planning Commission may require additional information based upon a finding that the information is necessary to evaluate the project's compliance with the standards of this Title. The Community Development

Director shall review the Application and shall make findings and recommendations and shall schedule a review before the Planning Commission as soon thereafter as may be practicable.

2. The Planning Commission shall review the project and the staff report. After holding a Public Hearing, the Planning Commission shall take Final Action on the Application for a Conditional Use Permit.
- D. Time Limit for Action: Unless otherwise approved by the Planning Commission, Conditional Use Permits shall expire in one (1) year from the date of Planning Commission's written approval unless the Conditional Use Permit activity has commenced. Once such activity has commenced, the Conditional Use Permit shall vest and run with the land.
 - E. Periodic Review Process: Conditional Use Permits are subject to periodic reviews by the Community Development Director to assess if the conditions of approval are being satisfied. If the original conditions associated with the Conditional Use Permit are not being satisfied, the Planning Commission may commence a review of the Conditional Use Permit and possible revocation action.
 - F. Establishment of a Conditional Use Permit: Final Action on an Application for a Conditional Use Permit shall be in the form of a signed letter issued by the Community Development Director to the Applicant specifically identifying each condition together with the approved Final Site Plan and any other accompanying documents determined to be relevant by the Community Development Director.
 - G. Amendments to Conditional Use Permits:
 1. Minor Amendment: A Minor Amendment is defined as an amendment that does not increase the square footage, Density, or intensity of a previously approved Conditional Use Permit. A Minor Amendment may be approved by the Community Development Director. No Public Hearing is required.
 2. Major Amendment: A Major Amendment is defined as an amendment that increases square footage, Density, and/or intensity of a previously approved Conditional Use Permit. A Major Amendment may be commenced by filing an Application for a Conditional Use Permit and paying the fee for the review thereof. The Application shall follow the review process set forth in Section 11-4-7(C).
 - H. Adult/Sex-Oriented Facilities: See Appendix C of this Title for Adult/Sex-Oriented Facilities and Businesses requirements.
 - I. Additional criteria for oil wells, gas wells and steam wells. An Application for a Conditional Use Permit shall be reviewed and approved for oil, gas, and steam wells according to the following additional criteria:

1. Access to the drill site shall utilize existing Private and Public Roads as much as possible.
2. Any required grading and associated cut and fill areas shall be re-vegetated and contoured to maintain existing drainage patterns.
3. Erosion control best management practices in accordance with County engineering regulations shall be applied to all disturbed areas, including Private and Public Roads, staging areas and drill site.
4. The drilling and production operation shall be conducted in such a manner as to minimize, so far as practicable, dust, noise, vibration, and odors.
5. All waste shall be disposed of in such a manner as to comply with the air and water quality regulations of the State and County.
6. Firefighting apparatus and supplies, as approved by the County Wildland Fire Marshal, shall be maintained on the drilling site at all times during drilling and production operations.
7. Upon completion or abandonment of the well, all disturbed areas, including the drill site and staging areas shall be reclaimed by re-contouring the area to blend with the natural terrain, replacing top-soil and re-vegetating. A weed mitigation plan shall be implemented as part of the re-vegetation plan for all disturbed areas.
8. Drill sites and/or staging areas located on sensitive lands such as steep slopes and ridgelines or within one (1) mile of a residential area (including recreational cabins) or public buildings shall be subject to additional review criteria such as hours of operation, screening and buffering, fencing, traffic, and lighting.

- J. Additional criteria for wind power generation facilities. An Application for a Conditional Use Permit shall be reviewed and may be approved for wind power generation facilities according to the following additional criteria:
1. Access to the site shall utilize existing Private and Public Roads as much as possible.
 2. Any required grading and associated cut and fill areas shall be re-vegetated and contoured to blend into the natural terrain and maintain existing drainage patterns. A weed mitigation plan shall be implemented as part of the re-vegetation plan for all disturbed areas.

3. Erosion control best management practices in accordance with County engineering regulations shall be applied to all disturbed areas, including Private and Public Roads, staging areas and facility site.
4. Transmission lines shall be located along existing roadways where possible or in other locations that avoid vegetation disturbance and visual scarring of prominent hillsides.
5. Facility sites located on sensitive lands such as steep slopes, ridgelines, view corridors or within one (1) mile of a residential area (including recreational cabins) or public buildings shall be subject to additional review criteria such as screening, height, colors, and security fencing.

11-4-8: LOW IMPACT PERMITS

- A. Purpose: The purpose of the Low Impact Permit is to provide a process and procedure for reviewing and approving, approving with conditions, or denying a Low Impact Use. Low Impact Uses are identified in the Chart of Allowed and Conditional Uses in Section 11-3-14 of this Title. Upon compliance with the provisions of this section, a Low Impact Permit may be granted by the Community Development Director, with reasonable conditions necessary for the protection and preservation of the public health, safety, and welfare.
- B. Applicability: A Low Impact Permit is utilized to obtain administrative approval for projects determined to be low intensity and which are in conformance with the Development Evaluation Standards and general regulations of this Title. An Application for approval of a Low Impact Permit shall be commenced by filing a plan and paying the applicable fee with the Community Development Department.
- C. Review Procedure:
 1. The Applicant shall provide a development plan and description of the proposed project. The plan shall contain enough information, in graphic and text form, to adequately describe to the satisfaction of the Community Development Director the Applicant's intentions with regard to Use, site layout and compliance with this Title, and any applicable Ordinance, Development Permit, or Development Agreement.
 2. In proposals where the Community Development Director determines that potential issues may arise or additional comment is needed or has been received from the community, a Public Hearing on the Application may be scheduled with the Planning Commission. Following the Public Hearing, the Planning Commission shall make a recommendation to the Community Development Director to either approve, approve with conditions or deny the Low Impact Permit.

3. The Community Development Director shall determine whether the Application is sufficient and in compliance with the provisions of this Title. The Community Development Director may require the Applicant to submit such additional information as may be necessary to determine whether the Application conforms to the requirements of this Title.
 4. The Community Development Director shall take Final Action on the Application for a Low Impact Permit and shall communicate the decision to the Applicant. The Community Development Director may impose all reasonable conditions necessary to ensure compliance with applicable provisions of Chapter 2 of this Title. The Community Development Director may also provide written notice of such decision to any persons who have requested notice of such decision. Any person aggrieved by such decision may appeal the Final Action in accordance with the provisions of this Title.
 5. The Planning Commission shall periodically be provided with a list of the Low Impact Permits that have been issued by the Community Development Director.
- D. Findings for Approval. Before a Low Impact Permit is approved, the Community Development Director must conclude that factual evidence exists to verify the following findings:
1. The Use conforms to all applicable requirements of this Title and State and federal regulations.
 2. The Use is consistent with the goals and policies of the General Plan.
 3. The Use conforms to all requirements in Chapter 2 of this Title, Development Evaluation Standards.
 4. The Use is not detrimental to public health, safety and welfare.
 5. The Use is appropriately located with respect to public facilities and services.
 6. The natural topography, ridgelines, soils, critical areas, watercourses and vegetation shall be preserved where possible through careful site planning and design of access routes, circulation areas, Buildings and other Structures, parking areas, utilities, drainage facilities and other features.

11-4-9: TEMPORARY USE PERMITS

- A. Purpose: Upon compliance with the provisions of this section, a Temporary Use Permit may be granted, upon reasonable conditions necessary for the protection and preservation of the public health, safety, and welfare. This section is intended to provide a process and procedure for reviewing and approving, approving with conditions, or denying a Temporary Use.

- B. Findings for Approval: Before an Application for a Temporary Use Permit is approved, the Community Development Director must conclude that factual evidence exists to verify the following findings:
1. The Use shall not adversely affect, in a significant manner, the public health, safety, and welfare.
 2. The proposed Use shall be appropriate, on a temporary basis, in the particular location, taking into account the nature of the Use, its relationship to surrounding Uses and its impact on the natural environment.
 3. The proposed Use shall be in compliance with the Development Evaluations Standards in Chapter 2 of this Title.
 4. The Applicant shall present evidence to show approval of the landowner for the particular Use, unless the land is owned by the Applicant and, in such case, the Applicant shall submit proof of ownership.
 5. The site shall be returned to its original condition or, when significant disturbance has occurred, to a condition approved by the Community Development Director.
- C. Review Procedure:
1. Temporary Uses shall be permitted for a period not to exceed one (1) year. The Applicant shall submit a completed Application for a Temporary Use Permit and all information deemed necessary and reasonable by the Community Development Director to permit the County the opportunity to conduct a detailed assessment of the impacts of the proposed Use. The Community Development Director shall take Final Action on the Application for a Temporary Use Permit and shall communicate the decision to the Applicant. Approval of a Temporary Use Permit shall not be considered valid unless a specific period of time during which the Use may exist and operate is designated. The Community Development Director may consider and approve one six (6) month extension of a Temporary Use Permit beyond the one (1) year approval period after which the Temporary Use Permit is no longer valid.
 2. Referral of Application by Community Development Director to Planning Commission: The Community Development Director may refer any Application for a Temporary Use Permit or an extension of a Temporary Use Permit to the Planning Commission due to the complexity of the Application or the significance in change to the property or the surrounding

area. The Community Development Department shall schedule the matter before the Planning Commission for a Public Hearing. Following the Public Hearing, the Planning Commission shall make a recommendation to the Community Development Director regarding an approval, approval with conditions or denial of the Temporary Use Permit.

11-4-10: ZONING VARIANCES

- A. Any person or entity desiring a waiver or modification of the requirements of this Title as applied to a Parcel that he/she owns, leases, or in which he/she holds some other beneficial interest may apply to the Board of Adjustment for a variance from the terms of the Title. See Section 11-7-7 of this Title.
- B. Prohibited Variances: The Board of Adjustment may not grant a Use Variance.
- C. Standards: The Board of Adjustment may grant a Zoning Variance only if:
 - 1. Literal enforcement of the Code would cause an Unreasonable Hardship for the Applicant that is not necessary to carry out the general purpose of this Title;
 - 2. There are Special Circumstances attached to the Parcel that do not generally apply to other Parcels within the same Zone;
 - 3. Granting the Zoning Variance is essential to the enjoyment of a substantial property right possessed by other property Owners in the same Zone;
 - 4. The Zoning Variance will not substantially affect the General Plan and will not be contrary to the public interest; and
 - 5. The spirit of this Title is observed and substantial justice done.
- D. Unreasonable Hardship: In determining whether enforcement of this Title would cause Unreasonable Hardship, the Board of Adjustment must find that:
 - 1. The alleged hardship is located on or associated with the Parcel for which the Zoning Variance is sought; and
 - 2. The alleged hardship comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood; and
 - 3. The alleged hardship is not self-imposed or purely economic in nature.
- E. Special Circumstances: In determining whether or not there are Special Circumstances attached to the Parcel, the Board of Adjustment must find that:
 - 1. The circumstances relate to the hardship complained of; and

2. The circumstances deprive the property of privileges granted to other properties in the same Zone.
- F. Conditions: In approving a Zoning Variance, the Board of Adjustment may impose additional requirements on the Applicant that will:
1. Mitigate any harmful effects of the Zoning Variance; or
 2. Serve the purpose of the standard or requirement that is waived or modified.
- G. Zoning Variances shall run with the land.
- H. Review Procedure:
1. The Community Development Director shall review the Application for a Zoning Variance and make preliminary findings as to whether the Application complies with the standards for approving a Zoning Variance established in this Title.
 2. If applicable, the Community Development Director may secure input regarding the proposed request from any affected agencies and service providers. Upon receiving such information, the Community Development Director shall prepare a report and make proposed findings and recommendations and shall schedule a Public Hearing before the Board of Adjustment.
 3. The Board of Adjustment shall review the Application and staff report. After conducting a Public Hearing, the Board of Adjustment shall take Final Action on the Application for a Zoning Variance.

11-4-11: SPECIAL EXCEPTIONS:

- A. Purpose: Where the County Council finds that an Applicant has a unique circumstance or equitable claim which makes strict enforcement of the provisions of this Title unduly burdensome, it may, after a Public Hearing, approve legislative exemptions to the zoning provisions of this Title so that substantial justice may be done and the public interest secured; provided that the Special Exception does not have the effect of nullifying the intent and purpose of this Title or any provision thereof.
- B. Criteria for Approval: The County Council shall not approve a Special Exception unless the Applicant demonstrates compliance with each of the following:
1. The Special Exception is not detrimental to the public health, safety, and welfare;

2. The intent of this Title and the General Plan will be met;
 3. The Applicant does not reasonably qualify for any other equitable processes provided through the provisions of this Title; and
 4. There are equitable claims or unique circumstances warranting the Special Exception.
- C. Submission Requirements: An Application for a Special Exception shall not be accepted as complete unless such Application contains sufficient information in graphic and text form to adequately describe the Applicant's objective and all applicable fees are paid.
- D. Review Procedure:
1. If applicable, the Community Development Director may obtain input regarding the proposed Special Exception from all affected agencies and service providers. Upon receiving such information, the Community Development Director shall prepare a report and make proposed findings and recommendations and shall schedule a Public Hearing before the County Council as soon thereafter as may be practicable.
 2. The County Council shall review the Application and staff report. After conducting a Public Hearing, the County Council shall take Final Action on the Application for a Special Exception.
- E. No Right of Appeal. A Special Exception is a request for discretionary legislative action and thus is not subject to appeal.

11-4-12: MASTER PLANNED DEVELOPMENTS

- A. Intent: A Master Planned Development (MPD) is a comprehensive project design strategy to create projects that best address site conditions, the characteristics of the surrounding properties, as well as community and market demands. The Master Planned Development process also creates tools to promote the efficient use of land resources as well as efficient public infrastructure and utility services. The goal of this strategy is to produce superior project design through flexibility and innovation so as to advance the goals of the General Plan and this Title.
- B. Applicability: The Master Planned Development process shall be required in all Zones for the following Applications:
1. Any Application for a Rezone.
 2. Any Application to subdivide at Base Density resulting in ten (10) or more Lots or Parcels.
 3. Any Application which includes the movement of Base Density or Uses between Zones on a single Parcel which results in the creation of four ~~(4) six (6)~~ or more Lots.
 4. Any Application which includes a Density Bonus within a residential Zone.
 5. All Applications for Commercial Uses, Retail Commercial Establishments, Offices, Institutional Uses or Industrial Uses with more than 20,000 square feet of Floor Area.
- C. Uses: A Master Planned Development can only contain Uses which are Permitted or Conditional within the Zone(s) in which such are located, including Rezones.
1. When the project area includes Parcels with differing Zones, Uses may be relocated across Zone boundaries so long as the Application is for a Rezone and the County Council determines that relocation results in a project design that advances the goals set forth in the General Plan.
- D. Process:
1. Pre-Application Conference: A required pre-application conference shall be held with Staff in order for the Applicant to become acquainted with the Master Planned Development procedures and related County requirements and schedules. Staff may give preliminary feedback to the Applicant based on information available at the conference and may inform the Applicant of potential issues or special requirements which may result from the proposal.

2. The Master Planned Development Application: A plan for the Master Planned Development shall be submitted with a completed Application form supplied by the County. A list of minimum requirements will accompany the Application form. The Application must include written consent by all Owners of the property to be included in the Master Planned Development. Once an Application is received, it shall be assigned to a Staff planner who will review the Application for completeness. The Applicant will be informed if additional information is necessary to constitute a complete Application.
3. Planning Commission Review and Public Hearing; County Council Action: The County Council is the Land Use Authority for Master Planned Developments. Prior to Final Action by the County Council, the Planning Commission is required to hold a minimum of one (1) Public Hearing prior to forwarding a recommendation to the County Council. The County Council shall take Final Action on the Application for a Master Planned Development. County Council action shall be in the form of written findings of fact, conclusions of law, and in the case of approval, conditions of approval.
4. Vesting of Approval:
 - a. Master Planned Developments not associated with a Final Subdivision Plat: Construction within the MPD area will be required to commence within five (5) years of the date of the County Council MPD approval. After construction commences, the MPD shall remain valid as long as it is consistent with the approved specific project-phasing plan as set forth in the approved Final Site Plan and associated documents. It is anticipated that the specific project-phasing plan may require review and re-evaluation of the project at specified points in the Development of the project.
 - b. Master Planned Developments not associated with a Rezone, but requiring a Final Subdivision Plat. A Final Subdivision Plat must be recorded within five (5) years of the date of the County Council MPD approval. Additionally, construction within the MPD area will be required to commence within five (5) years of the date of the County Council MPD approval. In the event that the required Final Subdivision Plat recordation and construction commencement has not taken place in the prescribed timeframe, the MPD shall expire and the Final Subdivision Plat shall be void.
 - c. Master Planned Developments associated with a Rezone, But not requiring a Final Subdivision Plat: Construction within the MPD area will be required to commence within five (5) years of the date

of the County Council MPD approval. After construction commences, the MPD shall remain valid as long as it is consistent with the approved specific project-phasing plan as set forth in the approved Final Site Plan and associated documents. It is anticipated that the specific project-phasing plan may require review and re-evaluation of the project at specified points in the Development of the project. In the event that the required construction commencement has not taken place in the prescribed timeframe, the MPD shall expire and the Zone shall revert to the previous Zone designation.

- d. Master Planned Developments associated with a Rezone and Final Subdivision Plat: Unless otherwise extended per the provisions set forth in this Title, a Final Subdivision Plat associated with a Rezone must be recorded within five (5) years of the date of the County Council MPD approval. Additionally, construction within the MPD area will be required to commence within five (5) years of the date of the County Council MPD approval. In the event that the required Final Subdivision Plat recordation and construction commencement has not taken place in the prescribed timeframe, the MPD shall expire and the Zone shall revert to the previous Zone designation.

After recordation of the Final Subdivision Plat and the commencement of construction, the MPD shall remain valid as long as it is consistent with the approved specific project plan and associated documents.

- e. Master Planned Developments associated with a Density Bonus and Final Subdivision Plat: A Final Subdivision Plat associated with a Density Bonus must be recorded within five (5) years of the date of the County Council MPD approval. For phased developments, it shall be necessary to record the phase 1 Final Subdivision Plat within the prescribed five (5) year timeframe to vest the entire Master Planned Development and Density Bonus. Additionally, construction within the MPD area will be required to commence within five (5) years of the date of the County Council MPD approval. In the event that the required Final Subdivision Plat recordation and construction commencement has not taken place in the prescribed timeframe, the MPD shall expire and the Final Subdivision Plat shall be void.

5. MPD Modifications:

- a. Minor Amendment: A Minor Amendment is defined as an amendment that does not increase square footage, Density, or intensity of the previously approved Master Planned Development. A Minor Amendment shall be processed as a Low Impact Permit.

- b. Major Amendment; A Major Amendment is defined as an amendment that increases square footage, Density, or intensity of the previously approved Master Planned Development. A Major Amendment shall be processed as a Master Planned Development.

E. MPD Requirements: All Applications for a Master Planned Development shall meet the following minimum requirements. Additional project information necessary for the project analysis may be required at the discretion of the Community Development Director, Planning Commission, or County Council.

1. Density: The maximum Density permitted on the project site will be determined as a result of a site analysis. The maximum Density shall not exceed that set forth in the proposed or existing Zone, except as otherwise provided in this section. In cases where a project site contains more than one (1) Zone, the County Council may permit the clustering of Density irrespective of Zone boundaries so long as the relocation results in the project advancing the goals set forth in the General Plan.
2. Density Bonus: A Density Bonus may be permitted in accordance with Appendix B.
3. Setbacks: The minimum Setback around the exterior boundary of an MPD shall match the Setbacks of the more restrictive/larger abutting Zone Setback. In some cases, that Setback may be increased to create an adequate buffer to adjacent Uses. The County Council may reduce or increase Setbacks within the project from those otherwise required provided the project meets minimum Building Code and Fire Code requirements and can demonstrate that such change:
 - a. Maximizes agricultural land or Open Space; and/or
 - b. Avoids important natural features of the site.
4. Building Height: The maximum Building Height for all Structures within a Master Planned Development shall not exceed the Zone standard. The County Council may grant additional Building Height beyond the maximum Zone standard up to 45 feet based on demonstrated good cause related, but not limited to, structured parking, affordable housing, Deed Restricted Open Space, community outdoor common area improvements or superior architectural design.
5. Reduction of Minimum Lot Size Requirements: The County Council may reduce the Minimum Lot Size specified in a Zone if it finds the proposed decrease in Minimum Lot Size improves the site design, clustering of buildings, and/or preservation of agricultural land or Open Space.

6. ~~Open Space: Master Planned Developments shall provide for Common Open Space of at least, Deed Restricted Open Space, trails or a combination thereof based upon the internal needs of the project. The minimum Open Space requirement shall be 10% of the site area.~~

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7. Off-Street Parking: Master Planned Developments shall meet the following Off-Street Parking standards:

a. Residential Uses:

- | | |
|-----------------------------------|--|
| (1) Single Family Dwelling Unit: | Minimum 2 spaces/Unit |
| (2) Duplex Dwelling Unit: | Minimum 2 spaces/Unit
(total of 4/building) |
| (3) Accessory Dwelling Unit: | Minimum 1 space/Unit |
| (4) Guest House: | Minimum 1 space/Unit |
| (5) Multi-Unit (3 or more Units): | Minimum 1 space/Unit |

b. Non-Residential Uses:

- | | |
|---------------------------------|---|
| (1) Commercial/Retail: | 3 spaces/1000 sq. ft. of
net leasable floor area |
| (2) Commercial/Restaurant-Café: | 3 spaces/1000 sq. ft. of
net leasable floor area |
| (3) Hotel/Lodging: | 1 space/guest room or
suite; 2 spaces/1000 sq. ft.
support commercial |
| (4) Offices: | 2.5 spaces/1000 sq. ft. net
leasable area |

The Off-Street Parking requirements for any other Uses not listed above shall be determined by the County Council based on a project-specific parking study. The County Council may reduce or increase the overall parking requirement for a Master Planned Development based upon the Applicant demonstrating reasonable justifications for the increase/decrease in parking spaces.

The County Council may grant additional exterior/surface parking provided such parking is designed to include permeable surfaces, additional landscaping and buffering.

8. Designing with the Topography: Master Planned Developments shall be designed to fit into the topography of the site. The County Council may consider flexibility in the siting of Development so as to best fit into the natural terrain, minimize excessive site grading and mitigate impacts on the natural environment and resources of the surrounding area. The project design shall demonstrate the preservation of watercourses, drainage areas, wooded areas, rough terrain and similar natural features and areas.
9. Designing with Adjacent Uses: The Master Planned Development plan shall take adjacent land Uses into consideration. Development along the project perimeter shall adequately mitigate any potentially adverse effects, including but not limited to flooding, erosion, subsidence, sloping of the soil or other dangers and nuisances.
10. Access: All Master Planned Developments shall have vehicular access from a Public Road. All projects shall have a secondary point of access/emergency access unless otherwise mitigated to the satisfaction of the County Engineer and/or Fire Marshal. All roads/streets shall follow the natural contours of the site wherever possible to minimize the amount of grading.
11. Utilities: Existing or proposed utilities, including private and public services for Master Planned Developments will be adequate to support the proposed project at normal service levels and will be designed in a manner to avoid adverse impacts on adjacent land Uses, public services, and utility resources. Unless otherwise permitted by this Chapter, all Master Planned Developments shall comply with all requisite infrastructure standards found in Chapter 6 of this Title.
12. Building Locations: All Buildings shall be located to avoid, to the extent practicable, Wetlands, riparian areas, steep slopes and ridgelines. Building locations and associated lot configurations should be oriented to encourage active and passive solar design principles wherever practicable.
13. Connectivity: Internal and external vehicular/pedestrian/bicycle circulation should be demonstrated at the time of Application as deemed necessary by the County Council. Pedestrian/ equestrian/bicycle circulation should be separated from vehicular circulation wherever reasonable.

14. **Snow Storage:** Master Planned Developments shall include adequate areas for snow removal and snow storage. An appropriate form of landscaping plan shall allow for snow storage areas. Structures shall be set back from any hard surfaces so as to provide adequate areas to remove and store snow. The assumption is that snow should be able to be stored on site and not removed to an off-site location.
15. **Outdoor Lighting:** All outdoor lighting shall be down directed and fully shielded. All outdoor lighting shall be designed and installed to prevent light trespass on adjacent properties. Lighting of the United States Flag is exempt from this provision.
16. **Compliance with Development Evaluation Standards:** Unless otherwise permitted by this Chapter, all Master Planned Developments shall comply with all requisite Development Evaluation Standards found in Chapter 2 of this Title.
17. **Site Design Narrative:** An Application for a Master Planned Development shall include a written explanation of how the project plan addresses the following design questions:
 - a. **Neighborhood Connectivity.** How does the proposed development interconnect and the surrounding properties, neighborhood, and area? Including but not limited to:
 - (1) Where will vehicles enter and exit the site?
 - (2) Where will new streets be developed?
 - (3) Is there a need for pedestrian and bicycle routes (including trails and sidewalks) through the project area? If so, how are such needs addressed?
 - b. **Availability of Neighborhood Facilities and Services:** Is the location of the proposed development within reasonable proximity (including walking and biking) to community facilities such as schools, retail centers, Parks, etc.?
 - c. **Meeting Housing Needs:** How does the proposed development advance the community need for a mix of housing types and affordability.
 - d. **Character:** What are the architectural design character objectives of the proposed development? How do these design objectives address the local context, climate, and/or community needs?

- e. Site Design: How is the proposed development designed to take advantage of the existing topography, landscape features, trees, wildlife corridors, existing structures, minimize site grading, etc.?
- f. Complete Street Design: How is the proposed development street/circulation system designed to accommodate a variety of transportation modes (where appropriate), easy route finding, and safe speeds?
- g. Parking Areas: How does the proposed development balance the need for parking with the need to design parking areas in a manner that minimize visibility, site grading, and exterior lighting?
- h. Public and Private Outdoor Spaces: What are the proposed development's need(s) for outdoor space, open space, habitat/wildlife areas, Parks, or outdoor amenity areas? How does the proposed development address these needs?
- i. External Storage: How does the proposed project address needs for garbage collection, equipment storage, etc.?

F. Required Findings and Conclusions of Law: The County Council must find sufficient evidence that supports the following conclusions in order to approve a Master Planned Development. In some cases, conditions of approval will be attached to the Final Action to ensure compliance.

1. The Master Planned Development is designed to fit well into the natural terrain, minimize excessive site grading and protect and preserve the surrounding area.
2. The Master Planned Development makes suitable provisions for the protection, preservation, and enhancement of watercourses, drainage areas, wooded areas, rough terrain and similar natural features.
3. The Master Planned Development takes adjacent land Uses into consideration and mitigates potential impacts, including but not limited to flooding, erosion, subsidence, sloping of the soil or other dangers and nuisances, through careful planning.
4. The Master Planned Development has direct vehicular access from a Public Road or suitable Private Road or driveway access meeting all requirements of the County Engineer and Fire Marshal.
5. The Master Planned Development has a secondary point of access/emergency access or other mitigation satisfactory to the Summit County Engineer and Fire Marshal.

6. All roads/streets within Master Planned Development follow the natural contours of the site wherever possible to minimize the amount of grading.
7. Existing or proposed utility and public services are adequate to support the proposed Master Planned Development at normal service levels and are designed in a manner to avoid adverse impacts on adjacent land Uses, public services, and utility resources.
8. The proposed Structures within the Master Planned Development are located on reasonably developable portions of the site. The open areas within the Master Planned Development are designed so that existing significant vegetation can be maintained to the greatest degree possible.
9. The Master Planned Development includes adequate internal vehicular and, where deemed necessary, pedestrian/equestrian/bicycle circulation.
10. The Master Planned Development includes adequate areas for snow removal and snow storage.
11. All exterior lighting within the Master Planned Development is down directed and fully shielded.
12. The Master Planned Development, as conditioned, complies with all the requirements of this Title.
13. The Master Planned Development, as conditioned, is consistent with the General Plan.
14. The Master Planned Development has been noticed and a Public Hearing held in accordance with this Title.

Appendix B: Master Plan Development Deed Restricted Open Space Land Calculation

Deed Restricted Open Space

Deed Restricted Open Space Land consists of land in a Subdivision or MPD that is left undeveloped and is deed restricted for public or private agricultural, scenic, or recreational purposes. Deed Restricted Open Space does not include open areas in private individual residential Lots, Public Roads, Private Road, parking spaces and drive aisles in parking lots, land covered by Structures not designated for active civic recreational use, and outdoor storage areas.

Deed Restricted Open Space is not a requirement for the Development of Base Density.

Deed Restricted Open Space is a requirement for the Development of Bonus Density.

Bonus Density Calculation

If the number of Lots in a proposed Subdivision within a MPD is greater than the Base Density, then so long as the number and configuration of the Lots complies with Section 11-4-12 of this Title, and the Deed Restricted Open Space required by this Appendix B is set aside, the Applicant shall be entitled to such increased number of Lots in excess of Base Density. The amount of required Deed Restricted Open Space is calculated using the following formula:

$$OS = (Z \times L) - (0.7 \times A)$$

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OS = Required Deed Restricted Open Space (acres)

A = Parcel, area to be subdivided (acres)

Z = Zone Base Density (units per acre)

[Lb = Base Density (A/Z, units)]

L = Number of Lots in proposed Subdivision

Note: No more than 50% of the required Deed Restricted Open Space can consist of Undevelopable Lands.

Example:

Consider an 80 acre Parcel in the AG 6 Zone.

At Base Density a thirteen unit subdivision can be created with no requirement for Deed Restricted Open Space

[A = 80, Z = 6, Base Density, Lb = A/Z, or 13.33 Units]

If through analysis and site design the Applicant is able to create 18 Units, then that would be a 35% increase over Base Density.

By calculation: [OS = Z x L - 0.7 x A]

| Required Deed Restricted Open Space = (6 x 18) - (0.7 x 80) = 52 Acres .

The Developable Area is thus 80 - 52 or 28 acres.

DRAFT

APPENDIX A DEFINITIONS

For the purpose of these regulations, certain numbers, abbreviations, terms and words used herein shall be used, interpreted and defined as set forth in this appendix (called "Capitalized Terms"). Where definitions are given in another chapter or section of this Title that apply to only that section or chapter, those definitions shall apply first.

Capitalized Terms in this Code have the meanings as stated in this section. If the term starts a sentence and is intended to have the meaning ascribed to it in these definitions, then term must be followed by its initial letter in parentheses in caps to denote the meaning. e.g. "Structures (S) are not allowed in wetlands." When terms are not capitalized then they have the meaning that is conferred by common usage and the context in which they are used. "Shall" is always mandatory.

Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include singular; the word "herein" means "in these regulations"; the word "regulation" means "these regulations" the word "Code" means "the Eastern Summit County Development Code" or "this Title" unless the context indicates it is referring specifically to a different regulation, code, statute, ordinance or law.

ACCESS: The provision of vehicular and/or pedestrian ingress and egress to structures, facilities, land or parcel.

ADMINISTRATIVE PERMIT: A permit issued by the planning staff, Community Development Director or building official for specified uses after compliance with applicable zoning or development code regulations is determined.

ADULT / SEXUALLY ORIENTED BUSINESS: Defined according to Section 10-5-2.

AFFECTED ENTITY: A county, municipality, local district, special service district, school district, interlocal cooperation entity, property owners association, public utility, or the Utah Department of Transportation, as set forth in UCA §17-27a-103(1) or successor law.

AGRICULTURE: [The science, art or practice of cultivating soil, producing crops, and raising livestock.](#)

~~OR~~ **AGRICULTURAL ACTIVITY:** The tilling of the soil, raising of crops (including timber), forage, grazing and raising of animals/fish for agricultural purposes.

AGRICULTURE ADVISORY BOARD: The Agriculture Protection Advisory Board set forth in Section 2-3-2 for the purposes of assisting in the implementation of the agricultural protection measures and incentives described in this Title.

AGRICULTURAL BUILDING: a Building or Structure on agricultural land designed, constructed, and used to house farm implements, livestock, or agricultural produce or products used by the Person(s) engaged in agriculture. [Agricultural Buildings do not include Dwelling Units].

AGRICULTURAL EXEMPTION: Agricultural Structures used for [an Agricultural Activity](#) as defined by ~~the~~ State [law](#).

ANTENNA: Any system of wires, poles, rods, arms, reflecting discs or similar devices of various sizes, materials and shapes, including, but not limited to, solid or wire mesh dish, cone, spherical or bar configurations used for wireless transmission. Types of antennas include, but are not limited to, the following:

A. **Roof Mounted Antenna:** An antenna mounted directly to the roof of a building, mechanical penthouse or parapet enclosure wall which is on the rooftop of a building.

B. **Top Hat Antenna:** Spatial array of antennas, generally located on a freestanding structure, where the visible width of antennas and antenna mounting structures are more than two feet (2') in width as viewed looking directly at the structure.

C. **Wall Mounted Antenna:** Any antenna mounted directly to the fascia or outside walls of a structure, existing parapet walls, penthouses, or mechanical equipment rooms, with no portion of the antenna extending above the roofline of such structures.

ANTENNA SUPPORT STRUCTURE: A structure, the principal purpose of which is for location of antennas. Types of antenna support structures may include:

A. **Lattice Tower:** A multiple sided, open steel frame structure used to support one or more antennas.

B. **Monopole:** A standing antenna support structure placed directly on the ground to support one or more antennas.

APPEALS PROCEDURES: The procedures set forth in Section 11-7-16 which are to be followed for administrative appeals of any and all decisions made pursuant to this Title.

APPLICANT: The Owner of land and/or his/her representative seeking formal County action.

APPLICATION: A form or checklist supplied by the Community Development Department, indicating the data and information necessary to process the Applicant's proposed project.

ARTERIAL: Any road intended to provide direct year around connection to other

jurisdictions, or which links such roads, and is intended or used primarily for free flowing traffic movement. Traffic velocity is generally greatest on arterial roads, due primarily to road design.

ATTACHED BUILDING: Units connected on one or more sides to an adjacent unit or units by a common party wall with separate exterior entrance for all units.

AUTO IMPOUNDMENT YARD AND ASSOCIATED TOWING SERVICES: An outdoor storage facility for impound of automobiles brought there by a towing service.

AUTOMOTIVE SALES: An establishment primarily engaged in the sale or rental of automobiles, trucks, motorcycles, motor homes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, and boat, trailer, or recreational vehicle dealerships.

AUTOMOTIVE REPAIR, SERVICE AND DETAILING: An establishment primarily engaged in the repair of automobiles, trucks, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, body and fender shops, and similar repair and service activities, but excluding dismantling or salvage.

AUTO WRECKING YARD: The dismantling or wrecking of used motor vehicles or trailers, or the storage, sale, or dumping of dismantled or wrecked vehicles or their parts.

BANKS AND FINANCIAL SERVICES: An establishment primarily engaged in the provision of financial and banking services. Typical uses include banks, savings and loan institutions, stock and bond broker's loan and lending activities.

BARS, TAVERNS, NIGHTCLUBS: An establishment serving alcoholic beverages for consumption on the premises.

BED AND BREAKFAST INNS: An owner occupied dwelling, including those dwellings of historical significance, in which two (2) to eight (8) rooms are rented out by the day, offering overnight lodging to travelers, and where one or more meals are provided to the guests only, the price of which may be included in the room rate (see Definition of Hotel, Motel, or Inn)

BOARD OF ADJUSTMENT: The quasi-judicial body who hears and decides Zoning Variances.

BUILDING: Any Structure built for the support, shelter or enclosure of persons, animals, or movable property.

BUILDING, ACCESSORY: A Building upon the same lot (or on a contiguous lot under

the same ownership) as the principal Building and which is: a) clearly incidental to, and customarily found in connection with, such principal Building or Use; and b) is operated and maintained for the benefit or convenience of the owners, occupants, employees, customers or visitors of the lot with the principal use; and c) is associated with a principal Commercial or Industrial Use which is permitted within the Zone.

BUILDING CODE: The International Building Code (IBC) as adopted by the State.

BUILDING OFFICIAL. The Building Official as defined in the IBC.

BUILDING ENVELOPE: The building envelope denotes that area within which a structure must be located. A building envelope is designated by building setback lines or can be shown specifically on a subdivision plat.

BUILDING PERMIT: An official document or certification that is issued by the Building Official and which authorizes the construction, enlargement, alteration, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving, or repair of a Building or Structure.

BUSINESS: Any lawful enterprise, profession, occupation or activity engaged in by a Person with the objective of profit, gain, benefit or advantage, direct or indirect, which is conducted within Eastern Summit County.

BUTCHER WITH SLAUGHTERING, RETAIL: A commercial establishment for small-scale slaughtering and processing of animals, including the sale of meat and related products.

BUTCHER, RETAIL: A commercial establishment for the processing of animals, including the sale of meat and related products.

CAMPGROUND: Any area that is occupied or intended or designed or improved for occupancy by transients using recreational vehicles, motor homes, tents, mobile trailers, and other temporary housing for dwelling, lodging, or sleeping purposes on a temporary recreational basis. Does not include manufactured housing communities or similar long-term housing Developments or trailer parks.

CARWASH: The Use of a site for washing and cleaning of vehicles in a commercial operation open to the public. Does not include facilities that are accessory uses to the principal permitted Use.

CELL ON WHEELS (COW): A mobile temporary telecommunications facility which is located on a trailer. COWs are subject to Temporary Use permits (see use chart)

CEMETERY: Land used or dedicated to the burial or internment of the dead, including crematoriums and mausoleums. **CERTIFICATE:** A document which conforms to the requirements of UCA §17-27a-605(1) or successor law.

CERTIFICATE OF CONSENT: The Owner's dedication on a Final Subdivision Plat or Final Site Plan; or the lienholder's consent on a Final Subdivision Plat.

CHILD CARE, IN-HOME (4 CHILDREN OR LESS): Providing child care services within a dwelling home for four or less children.

CHILD CARE, FAMILY (FEWER THAN 9 CHILDREN): A child care facility operated by a party who resides at the premises used for child care services, which provides service for fewer than nine children.

CHILD CARE, FAMILY (WITH 9-16 CHILDREN): Providing child care services within a dwelling that is licensed by the State wherein are received nine or more children under 17 years of age who are not related to such person and whose parents or guardians are not residents in the same house with such person responsible for the control and care of children enrolled therein.

CHILD CARE, COMMERCIAL: Providing child care services within a commercial establishment that is licensed by the State wherein are received children under 17 years of age.

CHURCHES / HOUSES OF WORSHIP: A Building used for non-profit purposes by a recognized and legally established sect, primarily for the purpose of worship.

CODE: Title 11 of the Summit County Code.

COLLECTOR ROAD: A road intended to move traffic from local roads to arterial roads. Collector roads typically collect traffic from a neighborhood or large subdivision and provide a connection to the arterial road system.

COLOCATION: A telecommunications facility includes a single antenna support structure, but more than one telecommunications provider's antennas and telecommunication equipment.

COMMERCIAL USE: The act of selling goods or services, including leasing and other transactions under a business license as required by the County, including non-profit enterprises and 501 C3 operations.

COMMUNITY DEVELOPMENT DIRECTOR: The Director of the Community Development Department, with overall administrative control of the planning, building and zoning functions of the County, under the direction of the County Manager. ~~The Community Development Director may designate one or more of his/her subordinates to act on behalf of the Community Development Director in performing any tasks under this Title.~~

CONDITIONAL USE: Land Uses that because of their unique characteristics or potential for detrimental impacts on the County, surrounding neighbors, or adjacent land uses, may require mitigation in order to be permitted under this Code.

Conditional Uses are allowed in a Zone only if the reasonably anticipated detrimental effects of the Use can be substantially mitigated through the imposition of reasonable conditions.

CONDITIONAL USE PERMIT: A development permit which approves a Conditional Use.

CONDITIONAL USE PERMIT, MAJOR AMENDMENT: An amendment to a Conditional Use Permit as set forth in Section 11-4-7(G)(2).

CONDITIONAL USE PERMIT, MINOR AMENDMENT: An amendment to a Conditional Use Permit as set forth in Section 11-4-7(G)(1).

CONDOMINIUM: Condominium means the ownership of a single unit in a multiunit project together with an undivided interest in common in the common areas and facilities of the property.

CONDOMINIUM PLAT: A Plat of land and units prepared in accordance with UCA §57-8-13 or successor law.

CONSTRUCTION PLAN: The maps or drawings accompanying a Final Subdivision Plat and showing the specific location and design of improvements to be installed in the Subdivision in accordance with the requirements of the Planning Commission or County Engineer as a condition of the approval of the Plat.

CONTRACTOR'S OFFICE: A room or group of rooms used for conducting business affairs that does not use any exterior storage area.

CONTRACTOR'S YARD: Any land or buildings used primarily for the storage of equipment, vehicles, machinery (new or used), building materials, paints, pipe, or electrical components uses by the Owner or occupant of the premises in the conduct of any building trades or building craft.

CORNER LOT: A Lot located at the intersection of two roads/streets.

COUNTY: Summit County, Utah.

COUNTY ASSESSOR: In accordance with UCA Title 17, Chapter 17, the duly elected assessor of Summit County or his/her designee.

COUNTY ATTORNEY: In accordance with UCA Title 17, Chapter 18a, the duly elected attorney of Summit County or his/her designee.

COUNTY COUNCIL: The Legislative Body of Summit County, Utah.

COUNTY ENGINEER: The engineer for Summit County, who is appointed by the County Manager.

COUNTY HEALTH DEPARTMENT: The Summit County Health Department created

pursuant to UCA Title 26a.

COUNTY MANAGER: The Chief Executive Officer of Summit County, Utah.

COUNTY RECORDER: In accordance with UCA Title 17, Chapter 21, the duly elected recorder of Summit County or his/her designee.

COUNTY PUBLIC WORKS DEPARTMENT: The Summit County Public Works Department under the direction of the County Manager.

COUNTY WILDLAND FIRE MARSHAL: The fire marshal appointed by the Summit County Wildland Fire Service Area.

COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): Private regulations imposed upon Owners of Lots within a Subdivision or Condominium Plat. The County does not enforce CC&Rs.

CRITICAL AREA: Fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, streams and wetlands.

CUL-DE-SAC: A local street with only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic movement as well as firefighting and other public safety equipment.

DENSITY: The sum of all Dwelling Units or Floor Area permitted on any Parcel. Often expressed in Units per Acre. DENSITY, BASE: The maximum number of Dwelling Units or Floor Area permitted per acre(s) of land by a Zone district.

DENSITY, BONUS: Incentive density awarded to a Parcel or Final Subdivision Plat in excess of Base Density as set forth in Appendix B.

DENSITY, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL: The Floor Area of a Structure within a Lot or Parcel calculated as a ratio of Floor Area to the Lot or Parcel area.

DEVELOPABLE AREA: The land area remaining after the removal of all Deed Restricted Open Space, which is available for Development.

DEVELOPER: The person, persons, corporation, firm or partnership proposing to engage, or who is engaged, in Development.

DEVELOPMENT OR DEVELOPMENT ACTIVITY: Any of the following activities:

A. Change in use.

B. Construction, clearing, filling, excavating, grading, paving, dredging, mining, drilling or otherwise significantly disturbing the soil of a site.

C. Building, installing, enlarging, replacing or substantially restoring a structure.

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impervious surface or central water system, and including the long term storage of materials.

D. Erection of a sign.

E. Any activity increasing the need for parking or generating additional traffic.

F. Construction, elimination or alteration of a driveway onto a public road.

G. Demolition of existing structures.

The act of building a Structure for the purpose of Residential, Commercial, Industrial, Institutional or Municipal Use along with the necessary infrastructure improvements directly related to the construction of the same, including Accessory Buildings, Development or Development Activity does not include, activities that would otherwise be Development or Agricultural Activities, minor grading (cuts and fills less than three feet), Structures not regulated by the Building Code (including Building Code exempt retaining walls), flat work such as concrete slabs, patios, walkways and driveways, revegetation, landscaping, erosion control or underground utilities and infrastructure within an existing Lot or Parcel.

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DEVELOPMENT AGREEMENT: A quasi-legislative agreement between a developer or property owners and the County pursuant to the provisions of this Title adopted in connection with a legislative act.

DEVELOPMENT EVALUATION STANDARDS: Those land use regulations set forth in Chapter 2 of this Title.

DEVELOPMENT PERMIT: A land use permit issued by the County which allows Development.

~~DEVELOPMENT, UNSUITABLE: Land which is unsuitable for development based upon engineering and/or geological data, as set forth in 11-2-4(A).~~

DIVISIONS OF LAND FOR NON-DEVELOPMENT PURPOSES: The processes set forth in Section 11-4-5(G).

DISTILLERY: A place where liquor is manufactured.

DRIVEWAY: A means of access to one but not more than five (5) One-Family Dwelling Units. Without assurances that only five (5) dwellings will use a Driveway, it shall otherwise be designated as a Local Road.

DWELLING UNIT, MULTI-FAMILY: A Dwelling Unit in a Structure containing three (3) or more Dwelling Units sharing common vertical walls or floors/ceilings, but not including Hotels, Lodges and other similar uses.

DWELLING UNIT, ONE-FAMILY: A detached principal Building, other than a Mobile Home, designed for and used as a Dwelling Unit exclusively by one family and its guests. May be referred to as a Single-Family Dwelling Unit.

DWELLING UNIT, SINGLE-FAMILY ATTACHED: A Dwelling Unit in a Structure containing two (2) or more Dwelling Units sharing one or more vertical and no horizontal common walls, each of which is designed for and used as a Dwelling Unit exclusively by one family and its guests. May also be referred to as a Townhouse.

DWELLING UNIT: A Building or portion thereof containing living facilities, including provisions for sleeping, eating, cooking and sanitation, and is intended for occupancy by a family and its guests, independent of other families.

DWELLING UNIT, ACCESSORY: An area used by the owner of the primary residence or primary tenant/business as a Dwelling Unit for the private use of the property owner's relatives, domestic help, caretakers, nursing staff, or similar users. An accessory dwelling unit shall contain cooking, sanitation and sleeping facilities.

DWELLING UNIT, AGRICULTURAL EMPLOYEE: A One-Family Dwelling Unit located on a Lot or Parcel used for Agriculture or Agricultural Activity. The Dwelling Unit must be an Accessory Use to the principal Dwelling Unit and Agricultural Activity on the property. An Agricultural Employee Dwelling Unit shall contain cooking, sanitation and sleeping facilities.

EASEMENT: A quantity of land set aside over which a liberty, privilege, burden or advantage in land without profit exists distinct from the ownership of land, which is granted to the public, another party, or some particular person or part of the public.

EASTERN SUMMIT COUNTY PLANNING DISTRICT: The geographical boundaries set forth in the Code within which these regulations apply.

EASTERN SUMMIT COUNTY WATER CONSERVANCY SPECIAL SERVICE DISTRICT: The special service district charged by the County Council with the regulation of wastewater within the Eastern Summit County Planning District.

EQUIPMENT RENTAL, HEAVY: The temporary leasing of a movable or transportable vehicle or other apparatus commonly used in commercial, industrial, or construction enterprises, such as but not limited to trucks, trailers, bulldozers, cranes, backhoes, rollers, loaders or lifts having a gross weight of 2.5 tons or more.

EQUIPMENT RENTAL, LIGHT: The temporary leasing of tools, lawn and garden equipment, recreation equipment, party supplies and similar goods and equipment, including storage and incidental maintenance. This term does not include a motor vehicle rental facility.

EROSION: The process of eroding or being eroded by wind, water, or other natural agents.

ESCROW: A deposit of cash with the County or approved alternate entity in lieu of an amount required and still in force on a performance or maintenance guarantee.

FAMILY: An individual, or two (2) or more persons related by blood, marriage or adoption, or a group of not more than four (4) persons who are not related, occupying the same dwelling unit on a continuous basis.

FENCE: A structure constructed for reasons of privacy, security or aesthetics which is located in such a manner as to separate or divide areas. Includes hedges and masonry walls.

FINAL ACTION: Final decision by the County Manager, County Council, Planning Commission, Board of Adjustment or Community Development Director approving, approving with conditions, or denying a plan, project, rezone, Use, activity or other action at the conclusion of the appropriate review process set forth in Chapter 4.

FINAL SITE PLAN: A map establishing detailed development layout, and other development details as set forth in Section 11-4-6 of this Title.

FIRE CODE: The International Fire Code adopted by the State.

FLOODPLAIN: An area adjoining a river, stream or watercourse, or other body of standing water, in which a potential flood hazard exists due to inundation or overflow of water having sufficient volume and velocity to transport or deposit debris, scour the surface soil, dislodge or damage buildings, or erode the banks of watercourses designated as a floodplain by the Federal Emergency Management Agency.

FLOOR AREA: The total of all square footage of floor space within all floors of a Building as measured from the inside of the exterior walls. Does not include attics, crawl spaces, attached garages, loading areas, breezeways, enclosed or unenclosed porches, elevator or stair bulk heads, and decks within a Structure.

FLOOR AREA RATIO: The percentage of the Floor Area divided by the sum of the square feet of the Lot or Parcel on which it sits.

FOOD PROCESSING, COMMERCIAL: An establishment that transforms raw ingredients into food or transforms food into other forms for consumption. Does not include Butcher with Slaughtering.

FORESTRY: The Use of land for the raising and harvesting of timber, pulp woods, and other forestry products for commercial purposes. Does not include the temporary or long-term operation of a sawmill.

FUNERAL SERVICES: An establishment engaged in undertaking services such as preparing the human dead for burial and arranging and managing funerals. Typical uses include funeral home, crematoriums, or mortuaries.

GAS AND FUEL, STORAGE AND SALES: Bulk storage tanks of flammable and combustible liquids, compressed gases or liquefied petroleum gas (LP gas) for business use, retail sale, wholesale, or wholesale distributing.

GASOLINE SERVICE STATION WITH OR WITHOUT CONVENIENCE STORE: A place where gasoline, motor oil, lubricants, or other minor accessories are retailed directly to the public on the premises, often in combination with the retailing of items typically found in a convenience market or supermarket.

GENERAL PLAN: The General Plan for the Eastern Summit County Planning District, prepared by the Planning Commission and adopted by the County Council, pursuant to State law.

GEOLOGIC HAZARD: The hazard presented by surficial or deep geological instabilities including, a surface fault rupture, shallow groundwater, a debris flow, unstable soil, landslides, rapid erosion, rock fall, liquefaction, earthquakes, and any other geologic condition that presents a risk (i) to life, (ii) of substantial loss of real property, or (iii) of substantial damage to real property.

GEOLOGICAL HAZARD AREA: A site where risk of harm from one or more Geological Hazards is present.

GOVERNMENT LOTS: A subpart of a section which is not described as an aliquot part of the section by a cadastral survey, but which is designated by number, for example, Lot 3. A Government Lot may be regular or irregular in shape, and its acreage may vary from that of regular aliquot parts. An aliquot part is the standard subdivisions of a section, such as a half section, quarter section, or quarter-quarter section, as established through a cadastral survey.

GRADE, NATURAL: The existing profile of the surface of the land prior to any ground disturbance resulting in a change to the topography. When existing grade does not exist due to excavation, landslide or other disturbances regardless of cause, Natural Grade will be established by the Community Development Director based on best available information. Such designation is subject to appeal to the Planning Commission.

GRADE, FINISHED: The finished or resulting grade where the surface of the ground meets the Building after the completion of Development.

GUEST RANCH or LODGE: A Commercial Use consisting of recreational activities that may include, but are not limited to, horseback riding, fishing, hunting, skiing and snowmobiling. The Guest Ranch may include overnight lodging, food service, meeting and conference facilities as well as other uses

HEALTH CARE FACILITIES: A facility or clinic, whether public or private, principally engaged in providing services for health maintenance, diagnosis, and treatment. Services are provided on an outpatient basis only, and of a

smaller scale than a Hospital.

HEIGHT: For the purpose of measuring the height of any Building from Natural Grade, the measurement shall be the vertical distance from Natural Grade to the highest point of a flat or pitched roof or other portion of a Structure. This measurement shall occur at any point within the exterior walls of the Building or Structure. Vertical architectural features on houses of worship, such as steeples which are associated with the religious function of the building, may be constructed 2-1/2 times the Height of the Building.

HILLSIDE DEVELOPMENT: Development which is defined by 11-4-2(C).

HOME OCCUPATIONS: Those occupations or professions which may be conducted within a Dwelling Unit or on the premises thereof and is clearly incidental and secondary to the use of the Dwelling Unit for residential purposes.

HORSE BOARDING, COMMERCIAL: An establishment providing for the housing, breeding, raising, or care of horses owned by person(s) other than the property Owner or occupant, for a fee.

HOSPITAL: An establishment providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, emergency treatment facilities, diagnostic services, out-patient facilities, training facilities, medical offices, or staff residences.

HOTEL, MOTEL OR INN: An establishment containing sleeping rooms for the temporary occupancy of guests. Accessory facilities may include a lobby, meeting rooms, recreation facilities, group dining facilities and/or other facilities or activities customarily associated with hotels, but not including lock-outs or boarding houses. Motels are generally an establishment containing guest rooms or Dwelling Units, some or all of which have a separate entrance leading directly from the outside of the Building with garage or parking space located on the Lot and designed, used, or intended wholly or in part for the accommodation of automobile transients. Motel includes motor courts, motor lodges and tourist courts, but not Mobile Home Parks or travel trailer parks.

HOUSING, MODERATE INCOME: Housing that is affordable, either for rent or for sale, to households that earn no more than eighty percent (80%) of the Area Median Wage.

INDOOR ENTERTAINMENT: An establishment providing entertainment or recreational activities within an enclosed Building, such as motion picture theaters, live theaters, roller skating, bowling, ice skating and similar uses.

INDUSTRIAL USES: Operations which include the storage, manufacturing and processing of agricultural or timber products, minerals extraction and production, treatment, packaging, wholesaling, fabrication, assembly and warehousing.

INSTITUTIONAL USES: A use operated by a private or public non-profit educational, recreational, charitable or public service organization, such as having the purpose primarily of serving the general public, but not including houses of worship.

KENNEL, COMMERCIAL: Any premises, except where accessory to an Agricultural Activity, where five (5) or more domestic animals, over four (4) months of age are boarded, trained, groomed, bred, and/or offered for sale for commercial use.

LAKE: A large body of still water formed naturally that is surrounded by land.

LAND USE AUTHORITY: The Community Development Director, Planning Commission, Board of Adjustment, County Manager or County Council, as the case may be, who is empowered under this Title to make land use decisions on behalf of Summit County.

LAND SURVEYOR: A surveyor who is registered and licensed within the State of Utah.

LOGGING CAMP: An establishment engaged in cutting down trees for commercial purposes, including transportation to a sawmill. A Logging Camp does not include cutting or alteration of trees incidental to construction activities.

LOT: A Parcel that is described within a recorded Final Subdivision Plat. A Lot is a Conforming Parcel.

LOT COVERAGE: The combined area of the footprint of all Structures, exterior impervious surface associated with the Use of the property (including storage areas, parking lots, Driveways and similar areas) in a Commercial or Industrial Use. Coverage does not include building eave overhangs or pervious decks or similar coverings that do not directly impose an impervious covering on the ground.

LOT LINE, FRONT: The property line dividing a Lot or Parcel from a road, whether public or private, or located adjacent to the principal means of access.

LOT LINE, REAR: The property line opposite the front Lot or Parcel line.

LOT LINE, SIDE: Any lot line other than a front or rear Lot or Parcel line.

LOT OF RECORD: See "Parcel, Grandfathered".

LOT WIDTH: The minimum distance between the side property lines.

LOW IMPACT PERMIT: A Development Permit which approves a Low Impact Use.

MAINTENANCE AND CONSTRUCTION SERVICES: An establishment providing services relating to the maintenance or repair of Commercial and dwelling Structures, such as plumbing/heating/air conditioning, painting, electrical services, masonry, landscaping, carpentry, roofing/sheet metal, concrete services, and well drilling.

MANUFACTURING, CUSTOM: A use that may be home-based that is engaged in the on-site production of goods and the incidental direct sale to customers of only those goods produced on-site. Typical uses include cabinet shops, ceramic studios, candle-making shops, custom jewelry manufacturing, bakeries, decorative art or uses of a similar scale.

MANUFACTURING, LIGHT: An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

MANUFACTURING, HEAVY: The converting of raw or partially processed materials into a product used for further processing or distribution. Examples of heavy manufacturing include lumber and paper mills, sewage treatment plants, stone, clay, glass product manufacturing, asphalt and concrete batch plants, and similar operations. These uses may be conducted partially or wholly outdoors and usually create noxious by-products such as dust, fumes, hazardous waste products, noise, vibration, and glare.

MASTER PLANNED DEVELOPMENT (MPD): A development process set forth in Section 11-14-12 of the Code whereby comprehensive project design is accomplished through development strategies, efficiencies in land resources, and flexibility and innovation in design.

MPD, MAJOR AMENDMENT: An amendment to a MPD as set forth in Section 11-4-12(D)(5)(b).

MPD, MINOR AMENDMENT: An amendment to a MPD as set forth in Section 11-4-12(D)(5)(a).

~~**MINIMUM LOT SIZE:** The required minimum amount of property upon which to construct a Dwelling Unit. The Minimum Lot Size in all Zones is 1.0 acre. Upon an adequate showing of culinary water and sewer service, the Minimum Lot Size may be reduced to 0.5 acre.~~

MINING or RESOURCE EXTRACTION: The extraction of a mineral or resource from its natural occurrence on or under the ground.

MOBILE HOME: Any vehicle or object intended for occupancy by an individual or family that was originally constructed in total so as to be portable or mobile, whether presently affixed to the ground or not, and which is intended to be connected to on site utilities.

MOBILE HOME PARK: A Parcel or Lot under one ownership that has been planned, improved, and approved for the placement of two (2) or more Mobile Homes intended for occupancy.

MUNICIPAL LANDFILL: A government facility intended for the disposal, dumping, and/or burial of garbage, sewage, trash, refuse, junk, discarded machinery, vehicles or vehicle parts, and other non-toxic waste material. A Municipal Landfill may also include recycling facilities.

NON-CONFORMING USE: The present Use of a Structure or land which does not conform to current regulations stated in this Title, but which conformed to all regulations at time of its establishment or which was in existence prior to the adoption of the current zoning regulations.

NON-COMPLYING USE: The Use of a Building, Structure or activity which does not conform to current Use regulations for the Zone in which it is situated, and which did not conform to all regulations at time of its establishment.

NON-CONFORMING STRUCTURES: A Building or Structure that does not conform to the existing Zone (including size, setbacks, height, and architecture). Non-Conforming Structures can only be expanded if the expansion does not increase the Building or Structure's non-conformity.

NURSERY / GREENHOUSE: An enterprise that conducts the retail or wholesale of plants grown on or off the premises, as well as related accessory equipment.

OFFICES: A room or suite of rooms used for conducting the affairs of a business, profession, service industry, or government.

OFF-STREET PARKING: A location for the parking of vehicles off of Private or Public Roads.

OPEN SPACE: Land that is left undeveloped. Open Space does not include open areas in private individual residential Lots, Public Roads, Private Roads, parking spaces and drive aisles in parking lots, land covered by Structures not designated for active civic recreational use, and outdoor storage areas.

OPEN SPACE, RECREATIONAL: Land or the use of land intended for public/private uses, including facilities such as playgrounds, campgrounds, golf courses, tennis courts, corrals, skiing, snowmobiling, riding arenas, rafting tours, mountain biking tours, horseback riding, commercial snowmobile tours, all-terrain vehicle tours and other similar activities, but not including shooting ranges, and other similar activities as determined by the Planning Commission as part of a Use approval.

OPEN SPACE, COMMON: Facilities, land and yard areas identified within a Subdivision for the use and enjoyment of all the residents and maintained and operated by an organization of property Owners.

OPEN SPACE, DEED RESTRICTED: Land which is deed restricted for public or private agricultural, scenic, or recreational purposes. This has reference to the Bonus Density set forth in Section 11-4-12(E)(2).

ORDINANCE: Any legislative action, however denominated, of the County which has the force of law, including any amendment or repeal of any Ordinance.

ORDINARY HIGH WATER MARK: The mark along water bodies that is evident by examining the bed and banks where the presence and action of waters and riparian vegetation boundaries are common in ordinary years, as to mark upon the soil a distinct character from that of the abutting upland. Where the ordinary high water mark cannot be found, the top of the channel bank shall be substituted.

OVERLAY ZONE: A Zone which encompasses one or more underlying Zones and imposes additional requirements or special regulations and allows special flexibility in planning the Use, site layout and infrastructure design above that required by the underlying Zone. These special requirements shall take precedence over the provisions of the underlying Zone.

OWNER: Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be developed or subdivided under this Title.

PARCEL: A tract of land.

PARCEL BOUNDARY ADJUSTMENT: An adjustment to property boundaries as set forth in UCA §17-27a-522, §17-27a-523, or §57-1-45.

PARCEL, CONFORMING: A Parcel which meets the requirements of Section 11-4-2(A).

PARCEL, GRANDFATHERED: A Parcel created prior to May 6, 1996. [A Grandfathered Parcel](#), ~~which~~ is entitled to one Dwelling Unit of Density.

PARCEL, NON-CONFORMING: A Parcel not meeting the definition of a Conforming Parcel as set forth in Section 11-4-2(B).

PARCEL, REMAINDER: A Parcel of land that is the remnant of a Subdivision process and conforms to Section 11-4-5(B)(4) or Section 11-4-5(C)(4).

PARCEL, REMNANT: A Parcel of land that does not conform to the minimum size requirements of the applicable Zone and [shall be](#) included within the boundaries of a Final Subdivision Plat in accordance with Section 11-4-5(B)(4) or Section 11-4-5(C)(4).

PARK: An area reserved for recreational, educational, or scenic purposes and may include small-scale recreational facilities such as playground equipment.

PERSON: A "person" includes a corporation, a partnership, a limited company, a limited liability company, and an incorporated association of persons such as a club.

PETROLEUM REFINERY: A facility involved in producing petroleum distillates from crude oil.

PLANNING COMMISSION: The Eastern Summit County Planning Commission of Summit County, Utah, as established in this Title.

PLAT: A map of lands being laid out and prepared in accordance with State and County requirements that, once approved, is recorded. See Subdivision or Final Subdivision Plat.

PLAT NOTE: A statement on a recorded Plat used to identify restrictions, setbacks, disclaimers, and other appropriate information.

POND, ARTIFICIAL: A small body of still water created by excavating and/or diking dry land and used exclusively for such purposes as stock watering, irrigation, settling basins, recreation purposes, aesthetic ornamentation or as a landscape/architectural feature.

POND, NATURAL: A small body of still water that is surrounded by land. Natural Ponds may arise naturally in floodplains, wetlands, as part of a river system, or may be created specifically for habitat restoration.

PREFABRICATED HOME: A home constructed with steel frame may be considered a Mobile Home for the purpose of Section 11-3-12 of this Title.

PROFESSIONAL OFFICES: A Building or space used by persons such as accountants, architects, engineers, artists, dentists, designers, lawyers, physicians, realtors, and others by virtue of their training and/or license, are qualified to perform services of a professional nature.

PUBLIC HEALTH OFFICER: The Director of the Summit County Health Department or his/her designee.

PUBLIC HEARING: A meeting noticed and advertised in advance and open to the public, in which members of the public have an opportunity to participate prior to formal action by the County.

PUBLIC FACILITY: A Use, facility, or Building owned or managed by the County, or a quasi-public entity, that provides a function, activity, or service for public benefit.

PUBLIC IMPROVEMENT: Any drainage ditch or system, roadway, parkway, sidewalk, pedestrian way, tree, lawn, off street parking area, Lot improvement, water or sewer system, or other facility for which the County may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which County responsibility is established. All such improvements shall be properly guaranteed and installed pursuant to County codes, specifications and regulations.

RAILROAD INDUSTRIAL USES: Industrial Uses and activities associated with the railroad including shipping and distribution of agricultural, timber products, minerals and other materials.

RECORD OF SURVEY: A survey consisting of a metes and bounds property description which includes an appropriate narrative as to its purposes and is certified by a Registered Land Surveyor.

RECYCLING FACILITY, CLASS I: A Building, Structure or designated area with recycling containers totaling up to 60 cubic yards of capacity per Lot or residential/business development used for the collection and temporary storage of recyclable materials such as glass, plastic, aluminum, mixed metals, fiber, and cardboard. These facilities are generally, limited to the use by a specific residential neighborhood, civic facility, or commercial business park.

RECYCLING FACILITY, CLASS II: A Building, Structure or designated area with recycling containers totaling over 60 cubic yards of capacity per Lot or residential/business development used for the collection, processing, composting, and temporary storage or transfer of recyclable materials such as glass, plastic, aluminum, mixed metals, fiber, and cardboard that may be for the use of the entire community.

REGISTERED ENGINEER: An engineer properly licensed and registered in the State.

REHEARSAL OR TEACHING STUDIO FOR CREATIVE, PERFORMING AND/OR MARTIAL ARTS WITH NO PUBLIC PERFORMANCES: A recreation facility operated as a business on private or public property and open to the public for a fee, such as a dance studio, gymnastics studio, music studio, or substantially similar use, and support facilities customarily associated with the development.

REGISTERED LAND SURVEYOR: A land surveyor properly licensed and registered in the state of Utah.

RESERVOIR: An artificial lake or pond used as a source of water supply, for recreation or aesthetic purposes.

RESIDENTIAL CARE FACILITY: A 24-hour group living environment for four (4) or more individuals that offers room and board and specialized care and treatment for the elderly or persons with disabilities.

RESTAURANT: A Commercial establishment for preparation, consumption and sale of food and beverages on the premises or for take away consumption.

RETAIL COMMERCIAL ESTABLISHMENTS: An establishment primarily engaged in the sale or rental of commonly used goods and merchandise for personal or household use serving the immediate or surrounding neighborhood. Typical uses include apparel stores, drug stores, grocery stores, book stores, auto parts stores, and other similar uses.

REZONE: A legislative enactment which changes the Zone of a Conforming or Non-conforming Parcel(s).

RIDING ARENA: A Building or Structure, the Use of which is to board horses and/or

conduct recreational activities and events, provide riding lessons, instruction or training and showing of horses or other domesticated animals

RIDING ARENA, COMMERCIAL: A commercial business for the riding and/or training, boarding, breeding, or rental of horses

RIGHT-OF-WAY: A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, irrigation ditch, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees, or for another special use. The usage of the term Right-of-Way for land platting purposes shall mean every Right-of-Way hereafter established and shown on a Final Subdivision Plat to be separate and distinct from the Lots or Parcels adjoining such Right-of-Way and not included within the dimensions or areas of such Lots or Parcels. Rights-of-Way intended for streets, crosswalks, water mains, sanitary sewers, storm drains, shade trees, or any other use involving maintenance by a public agency shall be dedicated to public use by the maker of the Plat on which such Right-of-Way is established.

RIDGELINE: A Ridgeline is an elongated crest at the mountain's apex or an individual mountain summit or less distinct high points on hillsides/steep slopes.

RIDGELINE DEVELOPMENT: Ridgeline Development is Development on the crest of a hill which has the potential to create a silhouette by extending into the skyline or other substantially adverse impact when viewed from a Public Road.

RIVER: A natural stream of water of fairly large size flowing in a definite course or channel or series of diverging and converging channels. A River is fed along its course by converging tributaries.

ROAD, DEAD END: A Local Road, Private Road or Public Road with only one vehicular traffic outlet.

ROAD, LOCAL: A roadway intended to provide access to and from a local subdivision or a cluster of Single-Family Attached and/or Multi-Family Dwelling Units. It provides access to abutting properties.

ROAD, PRIVATE: A private vehicular way consisting of a Right-of-Way or Easement and related improvements for the purpose of vehicular and pedestrian transportation.

ROAD, PUBLIC: Land intended for vehicular travel and transport by the public consisting of a Right-of-Way or easement and related improvements for the purpose of vehicular transportation. A Public Road is a Class A, B, or C highway, as set forth in State law.

SAWMILL: A facility where logs or partially processed cants are sawn, split, shaved, stripped, chipped or otherwise processed to produce wood products, not including the processing of timber for use on the same Lot or Parcel by the Owner of that Lot or Parcel. Incidental sales of these products and associated products may occur on site.

SCREENING: A visual barrier.

SERVICE PROVIDER: A public or private entity providing public facilities or private utility services to a proposed Use or Development.

SETBACK: The distance between a Lot Line to the foundation of a Structure or the finished exterior surface of a Structure, whichever is closer to the property line, excluding uncovered stairs, roof eaves that don't extend into the Setback more than three feet (3'), and decks that don't exceed one foot (1') in Height, measured from the top of the deck to the grade directly below.

SETBACK, FRONT: The Setback required for each side of a Lot or Parcel bordering a Public Road, Private Road or other Right-of-Way.

SHOOTING RANGE, INDOOR: A facility designed or used for archery and / or the discharging of firearms for the purposes of target practice or temporary competitions, which is completely enclosed within a Building or Structure.

SHOOTING RANGE, OUTDOOR: The Use of land for archery and / or the discharging of firearms for the purposes of target practice, skeet and trap shooting, mock war games, or temporary competitions, which is not completely enclosed within a Building or Structure.

SIGN, FREESTANDING: A sign supported by poles, uprights or braces extending from the ground or from an object on the ground; provided that no part of the sign is attached to any part of a Building.

SITE PLAN, FINAL: A document or map that may be required by Summit County during a preliminary review preceding the issuance of a development permit to demonstrate that an Owner's or Developer's proposed Development activity meets a land use requirement. Final Site Plans shall conform to the requirements of Section 11-4-6.

SKETCH PLAN: A sketch preparatory to the preparation of a Final Subdivision Plat or Final Site Plan.

SPECIAL EXCEPTION: A legislative exemption from the requirements of the Code.

STAFF: Employees of the Summit County Community Development Department.

STATE: The State of Utah.

STREAM, PERENNIAL: The natural channel for water having a continuous bed and bank, and which normally flows year-round.

STREAM, INTERMITTENT: The natural channel for water, having a continuous bed and bank, and which flows annually but not year-round.

STREAM, EPHEMERAL: Ephemeral streams or spring flows are channels that do not

flow on a regular annual basis but flow only during major storm events. These channels lack continuous bed and bank features or appear discontinuous over their reach. If they are not connected to a Water of the US, they are not afforded any protection under this Code.

STREET: See "PRIVATE ROAD", "LOCAL ROAD", "PUBLIC ROAD".

STRUCTURE: Anything constructed, the use of which requires a fixed location on or in the ground and which projects above the general surface of the ground, or attached to something having a fixed location upon the ground, excluding poles, lines, cables, fences, on grade decks, driveways, and other similar features. All Structures must maintain the minimum Setbacks for the Zone in which they are located, both above and below the ground. This definition includes "Building".

SUBDIVISION: Any land that is divided, re-subdivided, or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms and conditions. Subdivision includes the division or development of land whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument. Subdivision includes divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

Subdivision does not include a bona fide division or partition of agricultural land for agricultural purposes or activity, nor does it include any of the specific circumstances designated in UCA §17-27a-103(57)(c) and (d), as amended.

SUBDIVISION, APPLICATION FEE: The fee pertaining to Subdivision approval as set forth in the County's annual master fee resolution.

SUBDIVISION PLAT, FINAL: The map, plan or Plat of a Subdivision and any accompanying material, as described in this Title, that is intended to be recorded in the office of the County Recorder.

SUBDIVISION PLAT, AMENDMENT: A change in a map, plan, or Plat of an approved or recorded Final Subdivision Plat if such change affects any Street layout in such map, plan or Plat, or any area reserved thereon for public use, or if it affects any map, plan or Plat legally recorded prior to the adoption of any regulations controlling Subdivisions. Also referred to as a Re-subdivision.

SUBDIVISION PLAT, RE-SUBDIVISION: The process of subdividing within a recorded Subdivision.

SURVEYOR'S CERTIFICATE: A certification by a Registered Land Surveyor which appears on a Final Subdivision Plat, Record of Survey, or Final Site Plan.

TELECOMMUNICATIONS EQUIPMENT: Equipment used in a Telecommunications Facility other than the Antenna, Antenna Support Structure or

equipment enclosures. Telecommunications Equipment may include, but is not limited to, electronic equipment necessary for processing wireless communication signals, air conditioning, backup power supplies and emergency generators.

TELECOMMUNICATIONS EQUIPMENT ENCLOSURE: A Structure, shelter, cabinet or vault used to house and protect Telecommunications Equipment.

TELECOMMUNICATIONS FACILITY: An unmanned Structure which consists of Antennas, Antenna Support Structures, Telecommunications Equipment and equipment enclosures, as defined herein, that transmit and/or receive voice and/or data communications through radio signals such as, but not limited to, cellular or "PCS" (personal communications system) communications and paging systems, whether commercially or privately operated.

TELECOMMUNICATIONS, NONSTEALTH DESIGN: Any Antenna or equipment enclosures not camouflaged in a manner to blend with surrounding land uses, features or architecture. Non-stealth design does not conceal the intended use of the Telecommunications Facility. A monopole with equipment enclosures aboveground and unscreened are non-stealth.

TELECOMMUNICATIONS, STEALTH DESIGN: Antennas, Antenna Support Structures and Telecommunication Equipment enclosures camouflaged or designed to blend with surrounding land uses, features and architecture, thus minimizing the aesthetic impact on adjacent uses, thereby concealing the intended use and appearance of the Telecommunications Facility, such as by heavy landscaping, or installing Telecommunications Equipment within existing Buildings, behind vegetative screening, or placing equipment enclosures underground, thus preserving or striving to maintain the rural aesthetics within the Eastern Summit County Planning District. A flush wall mount antenna that is painted the same color as the background and located on a Building where the Telecommunications Equipment is located inside the Building is an example of stealth design. Other examples of stealth design include, but are not limited to, roof mount antennas, utility pole antennas, light or flag poles, artificial rocks or trees.

TEMPORARY STRUCTURE or BUILDING: Buildings and Structures that meet the definition of Temporary under the Building Code.

TITLE: Title 11 of the Summit County Code.

UNINCOPORATED: Not part of a City or Municipality.

UNDEVELOPABLE LANDS: Those lands which consist of steep slopes, wetlands or critical lands as set forth in Section 11-2-4 of the Code.

USE: The activity that occurs on the land and/or within a Structure.

USE, ALLOWED: Those Uses which are permitted by right within a Zone, as set forth in the Chart of Allowed and Conditional Uses in Section 11-3-14 of this Title.

USE, ACCESSORY: A Use conducted on the same Lot or Parcel as the Principal Use or Structure with which it is associated; and is a Use which is clearly incidental to and is customarily found in connection with such Principal Use and is either in the same ownership as such Principal Use or is maintained and operated on the same Lot or Parcel substantially for the benefit or convenience of the Owners, occupants, employees, customers or visitors of the Principal Use. No Accessory Use shall be allowed on any Lot or Parcel unless the Principal Use is being actively utilized.

USE, CONDITIONAL: Those Uses which are conditionally permitted within a Zone, as set forth in the Chart of Allowed and Conditional Uses in Section 11-3-14 of this Title.

USE, LOW IMPACT: A low intensity Use as identified in the Chart of Allowed and Conditional Uses in Section 11-3-14 of this Title.

USE, PERMITTED: See USE, ALLOWED.

USE, PRINCIPAL: A Use that is an Allowed Use, a Conditional Use, or a Low Impact Use. Does not include an Accessory Use or a Temporary Use.

USE, PROHIBITED: Any Use that is not an Allowed Use, Conditional Use, Temporary Use, Low Impact Use, or Accessory Use. A Prohibited Use cannot be permitted within the Zone.

USE, TEMPORARY: A limited duration activity.

UTILITY ANCILLARY SUPPORT BUILDING: A Building which is subordinate to a Utility Tower, necessary for the normal function of the Utility Tower and located on the same site as the Utility Tower.

UTILITY LINE, UNDERGROUND: Wires, cables, and pipes placed in the ground to transmit materials, energy services, or communication services.

UTILITY STRUCTURE AND RELATED FACILITIES: May include a Building or Structure that is constructed so as to provide assistance, benefit and aid, directly or indirectly, to a service such as electrical power, light, and forms of communication including: telephone, telegraph, fiber optic signals, cellular service for both analog and digital signals, and radio and television signals to name a few. This list is not intended to be all inclusive.

UTILITY TOWER: A Structure typically higher relative to surrounding Structures that provides a service in the form of electrical power, light, or forms of communication, limited to: telephone, telegraph and fiber optic signals. Utility Towers do not include towers used exclusively for wireless communications.

VARIANCE, ZONING: A waiver of specific Zone regulations of this Title granted by the Board of Adjustment in accordance with the provisions set forth in this Title and State law for the purpose of assuring that no Lot or Parcel, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by similar Lots or Parcels.

VARIANCE, SPECIAL CIRCUMSTANCES: A circumstance which complies with Section 11-4-10(E).

VARIANCE, UNREASONABLE HARDSHIP: A hardship which complies with Section 11-4-10(D).

VARIANCE, USE: A variance from the Use or Density of a Zone.

VESTED RIGHT: A legal entitlement to a Use or Structure.

VETERINARIAN CLINIC: A licensed medical establishment for the care and treatment of domestic animals.

WAREHOUSING AND STORAGE: An establishment offering wholesaling, storage, and handling of materials and equipment. May include storage warehouses, wholesale distributors, self-storage facilities, and moving and storage firms.

WATER, RIGHT: The legal right to use water.

WATER or WASTEWATER TREATMENT PLANT: The facility or group of units used for the treatment of industrial or domestic wastewater for sewer systems and for the reduction and handling of solids and gases removed from such wastes, in preparation for the discharge of treated waters into natural waters.

WATER, WET: Actual ability to obtain physical water from a source, such as through a water system or an operational well.

WETLAND: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions (hydric soils). Wetlands generally include swamps, marshes, bogs, and similar areas. An area of land can only be determined to be Wetlands through a delineation process [by the U.S. Army Corps of Engineers in accordance to the procedures set out in the 1987 Corps of Engineers Wetland Delineation Manual and the current Regional Supplement: Arid West Region \(Version 2.0\).](#)

ZONE: A land use area designated on the Zone District Map.

ZONE DISTRICT MAP: The official Zone District Map for the Eastern Summit County Planning District, adopted in accordance with State law and this Title.