

Summit County Emergency Preparedness Assessment - 2011 Executive Summary

Abstract

The following executive summary offers insight into the state of large-scale emergency response planning, operations, communication and deficiencies in Summit County, Utah. Conducted in 2011, information was gathered through meetings and interviews with municipal and public safety organizations, research and emergency planning documents. This document does not critique nor discuss daily operations of first-response or municipal departments.

Note: An abridged glossary of terms appropriate to this Executive Summary is included at the end of this document.

Overview

Summit County is well prepared to address large-scale emergency situations in major population centers and among Summit County, service districts, agencies and departments.

Summit County agencies utilize the Incident Command/Unified Command (ICS/UC) structure to manage large-scale emergencies and disasters. ICS/UC is recognized nationally as the primary large-scale emergency management technique in the United States and has proven effective at all levels among all participating agencies in Summit County. ICS/UC is described below.

Though a high degree of professionalism, community dedication and personal responsibility exists, gaps in planning and emergency operations are present and currently under review.

Hierarchy of Coordination

As required by Homeland Security Presidential Directive (HSPD-5), Summit County has adopted the emergency response guidelines known as the National Response Framework (NRF). The NRF offers guiding principles that enable all response partners, at all levels, to prepare for and provide a unified response to disasters and emergencies.

In support of the NRF, the National Incident Management System (NIMS) helps to provide a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from and mitigate the effects of incidents, regardless of cause, size, location or complexity, in order to reduce the loss of life and property and harm to the environment¹.

Further supporting these documents is the Incident Command System (ICS). ICS provides a practical tool utilized by response agencies to implement the principles described above. The ICS is a management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures and communications, operating within a common organizational structure. ICS is one of the most important elements of the local response strategy.

¹ <http://www.fema.gov/emergency/nims/AboutNIMS.shtm>

ICS is:

- A standardized management tool for meeting the demands of small or large emergency or nonemergency situations;
- Represents "best practices" and has become the standard for emergency management across the country;
- May be used for planned events, natural disasters, and acts of terrorism;
- Structured to facilitate activities in five major functional areas: command, operations, planning, logistics, and finance and administration;
- Is flexible in its approach

Deficiencies

- Training on NIMS/ICS/UC structure and operations for elected and executive level Summit County officials including municipalities, department heads, service districts and rural communities
- Non-compliant training (NIMS, Homeland Security Exercise and Evaluation Program, etc.)
- Funding for Emergency Operations Center
- Understanding of NIMS, ICS and Unified Command systems

Who's in Charge?

It is extremely important to understand that under the ICS system, all emergency command situations are malleable and subject to frequently changing priorities and leadership. The ICS is a highly flexible system and will require changes in strategy as the incident evolves. The system is specifically designed to allow for constant review and adjustments to meet the needs of the emergency based on current and emergent circumstances including the severity of the event, maturity of the incident and available resources. This adaptable structure allows for standardized management of the incident, unity of command, scalability and the effective use of all resources involved.

In a typical ICS situation, the Incident Commander, also known as the Chief, is the person most appropriate to assume control of the situation based almost exclusively on the situation priorities, irrespective of rank or agency. Management of the situation begins with the first person on the scene and changes hands as appropriate to the effective management of the situation under a common operating picture. Standardized protocols allow for efficient incident management, decision-making, progress tracking and command transfers when and if necessary.

The following matrix provides an example of typical command structures that **may** be enacted during emergency situations in Summit County as identified in the Summit County and Park City Emergency Operations Plan Hazards and Risk Analysis (HIRA).

This matrix does not dictate requirements for command, agency presence or imply the need for transfer of command in any situation. This matrix serves only as an example of types of response activities and potential participation combinations.

Potential Incident Command Examples

Incident	Threat Level	Primary	Secondary	Support
Avalanche, in-bounds	High	Ski Patrol	Search & Rescue	Fire
Avalanche, out-bounds	High	Search & Rescue	Fire	Law Enforcement
Building Collapse	Low	Fire	Public Works Utilities	LE, NGOs
Civil Unrest	Low	Law Enforcement	State	As requested
Earthquake	High	Fire	Law Enforcement	State, Federal, NGOs
Explosion	Low	Fire	Law Enforcement	State/Federal
Fire, multi-structure	Low	Fire	Public Works Utilities	LE, NGOs
Fire, wildfire	High	Fire	Law Enforcement	Public Works
Flood	High	Public Works	Fire	State, HD
Hazardous Materials Spill	High	Fire	Law Enforcement	Public Works, UDOT, HD
Landslide/Mudslide	Low	Public Works	Fire	State
Public Health Emergency	Low	Health Department	Fire	State/Federal
Severe Weather	High	Public Works	Fire	Law Enforcement
Terror Attack	Low	Law Enforcement	Fire	State/Federal
Utility Disruption, major	High	Utilities	Public Works	Fire, LE
Vehicle Accident, multi-vehicle	High	Law Enforcement	Fire	UDOT, Public Works
Waste Water Collection Failure	Low	Utilities	Public Works	Health Department
Water Contamination	Low	Utilities	Public Works	Health Department
Radiological Contamination	Low	Fire	Law Enforcement	HD, State, Federal

Table Definitions

Federal	Appropriate Federal agency
HD	Health Department
LE	Law Enforcement (Park City Police, Summit County Sheriff, Utah Highway Patrol, Utah State Troopers, Utah State Park Rangers, etc.)
NGOs	Non-governmental organizations, usually volunteer (i.e. red Cross, faith-based, community based, etc.) – NGOs do not assume IC position unless first on the scene.
State	Appropriate State agency
UDOT	Utah Department of Transportation
Utilities	Power, gas, water, sewer and other quasi-governmental or private utility operators.

Planning

Summit County has a well-developed system of emergency preparedness, planning and communication within major population centers, service districts and larger public safety organizations. These systems include Federal and State agencies and mandates, documented training, regular meetings, established communication paths, mutual aid agreements, shared resources and an extensive library of emergency operations documents.

Emergency Operations Documents	NIMS Compliance
State of Utah Emergency Operations Plan	Yes
Summit County Emergency Operations Plan (3/10)	Yes
Summit County Health Department Emergency Response Plan (9/09)	Yes
Summit County Health Department SNS Response Plan (5/10)	Yes
Summit County Public Works Emergency Response Plan	No
Park City Comprehensive Emergency Management Plan (CEMP)	Yes

In addition to regular meetings and policy groups managed internally by first-response agencies, Summit County offers numerous opportunities for public safety organizations, private entities, volunteer organizations (non-governmental organizations - NGOs) and municipal departments to meet, plan and communicate.

Emergency Planning Meetings & Organizations	Jurisdiction
Local Emergency Planning Committee (LEPC)	Summit County
Summit County Emergency Communications Network (public information)	Summit County
Summit County Emergency Planning Forum	Summit County
Summit County Health Department SNS Review	Summit County
Summit County Public Works Emergency Response Plan	Summit County
Summit County Sheriff Search & Rescue	Summit County
Park City Comprehensive Emergency Management Plan (CEMP)	Park City
Park City Emergency Management Group (EMG)	Park City
Emergency Communications Group (ECG)	Park City
Mobile Command Post Group (EMCPG)	Park City
City Building Security Committee	Park City
Utah Department of Emergency Services/Homeland Security	State
American Red Cross (Greater Salt Lake Chapter)	NGO
Amateur Radio Emergency Services (ARES)	NGO
Medical Reserve Corp	NGO
Community Emergency Support Team	NGO

Deficiencies

- NIMS-compliant Emergency Operations Plans
- Inconsistent participation in rural communities
- Formalized Mutual Aid Agreements and management systems with nonemergency organizations and private entities (Advanced Readiness Contracting)
- Inconsistent levels of service among public safety organizations in rural communities

Communication

Communication at the department level and among Summit County and Park City Municipal first-response agencies is strong with professional relationships, shared resources, training and technical support systems in place.

The Summit County Communication Center, a Phase II capable system providing triangulation and cell number call back, provides dispatch services for all public safety agencies in Summit County. In addition, numerous communications networks exist indirectly supporting or operating parallel to Summit County emergency operations.

Dispatch & Communications Services	Host
Summit County Sheriff's Office Summit County	Summit County
Park City Police Department	Park City
Utah Highway Patrol Utah	Utah
Summit County Sheriff's Office Adult Probation and Parole	Summit County
Kamas City Police Department Summit County	Summit County
Summit County Sheriff Search & Rescue	Summit County
Summit County Animal Care and Control	Summit County
Summit County Public Works	Summit County
Park City Fire & EMS Services	Summit County
North Summit Fire & EMS Services	Summit County
South Summit Fire & EMS Services Summit County	Summit County
Utah Division of Wildlife Resources	Utah
Utah State Parks	Utah
US Forest Service	Utah/National
Utah Department of Transportation	Utah

Deficiencies

- Cross-agency command, coordination and communication in rural communities
- Incomplete technology implementation (technology advances, webEOC, redundancy, etc.)
- Funding
- Employee contact information database

Public Outreach - Emergency Services

Summit County offers a wide array of emergency services and support including web-based communications, outreach programs, education, broadcast, collateral materials and Joint Information Center capabilities.

The Summit County Emergency Communications Network (SCECN), a group of communication professionals representing public and private organizations, has developed a comprehensive and diverse system of coordination and communication among Public Information Officers to manage emergency messaging, media inquiries and provide internal PIO support and resource sharing.

SCECN members include:

- Summit County Health Department
- Deer Valley Resort
- Park City Mountain Resort
- Park City Fire District
- Park City Chamber
- Park City Medical Center
- Summit County Sheriff
- Park City Police
- Park City Municipal Corporation
- Park City School District
- North Summit School District
- South Summit School District
- Utah Olympic Park
- Snyderville Basin Water
- United States Ski and Snowboard Association (USSA)

Public Outreach Services	Host
Summit County Health Department	Summit County
Park City Municipal Website	Park City
Summit County Family Emergency Preparedness Guide	Summit County
Summit County Health Department Shut-In Hotline	Summit County
1700 AM Highway Alert Radio	Summit County
Reverse 911 and CodeRed Emergency Notification Systems	Summit County
Agency newsletters	All
Summit County Public Works Flood Information	Summit County
Park City Public Works Spring Runoff Report (internal only)	Park City
Summit County Health Department Family Emergency Planning Guide	Summit County
Utah Avalanche Forecast Center	Utah
Park City Municipal Emergency Hotline	Park City
Be Ready Utah	Utah
Utah Special Needs Registry	Utah

Deficiencies

- Emergency planning information non-existent on most County municipal websites (except Park City, Summit County Public Works and Summit County Health Department)
- Emergency/Disaster Information for visitors
- Summit County Emergency Hotline
- Multiple jurisdictions may confuse residents

Training

Training programs among larger first-response agencies in Summit County and Park City are well established and managed according to industry best practices and requirements. Agencies excelling in these areas include the Park City Fire District, Park City Police Department and the Summit County Sheriff's Department.

Additionally, the Park City Emergency Management Office has developed a successful program of training, documentation and managing emergency operations for municipal employees and elected officials.

It is important that all emergency response training and exercises are relevant to and associated with industry standards and best practices, are well documented, and compliant with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP is a capabilities and performance-based exercise program that provides a standardized methodology and terminology for exercise design, development, conduct, evaluation and improvement planning.

As part of the Strategic National Stockpile plan, the Summit County Health Department has embarked on a campaign to provide and document HSEEP compliant training for Health Department employees, partner organizations and volunteers involved in SNS operations.

Deficiencies

- Funding
- Emergency preparedness, operations, response, recovery and personal/family safety training for Summit County employees
- Identification of appropriate training needs for Summit County employees
- Training for NIMS/ICS/UC structure and operations for elected and executive level Summit County officials including municipalities, department heads, service districts and rural communities
- Emergency Response policies and procedures (including personnel policies)
- Incorporation of emergency response duties into all Summit County and municipal employee job descriptions
- HSEEP compliance
- Summit County emergency (and non-emergency) training documentation and tracking
- Inconsistent participation in rural communities

Emergency Operations Centers

Both Summit County and Park City Municipal manage Emergency Operations Centers (EOC) to facilitate Incident Command and Unified Command operations during major emergencies or disasters as well as Joint Operations Centers (JIC) to provide accurate and timely information to the public and media. Activation and authority of these facilities is based on the incident type, severity and the needs of the resources involved.

Due in large part to proximity and resources, County and Municipal agencies have frequent opportunities to exercise the ICS/UC structure in actual emergency situations. Though not a substitute for monitored and measured training, this opportunity offers the ability for plans to be implemented, tested and reviewed based on actual events.

Emergency Operations	Host
Summit County Emergency Operations Center	Summit County
Summit County Mobile Emergency Command Post	Summit County
Summit County Health Department Joint Information Center	Summit County
Summit County Joint Information Center (Sheriff's Office)	Summit County
Park City Joint Information Center	Park City
Park City Emergency Operations Center	Park City
Park City Mobile Emergency Command Post	Park City

Deficiencies

- Funding
- ICS/UC training for Summit County employees, elected/executive officials and rural communities
- Inconsistent participation in rural communities
- JIC training for public officials, executives, Summit County employees and rural areas

Conclusion

Summit County is well prepared to address large-scale emergency situations among professional first-response agencies and some Summit County government agencies.

Professionalism, dedication, communication and cooperation are the hallmarks of emergency planning in Summit County. It should be noted that Summit County enjoys an extremely positive and high level of cooperation and communication among first-response and government agencies. All efforts and assistance should be extended to encourage and support this vital community service.

Areas for improvement include:

- Emergency response training for all Summit County employees
- Emergency duties included in Summit County employee job descriptions
- Review and adoption of emergency response policies and procedures in Summit County.
- Emergency response and ICS/UC leadership training for all Summit County elected officials, executives and department heads
- Additional emergency funding and joint funding initiatives
- Training documentation and HSEEP compliance
- NIMS compliant Emergency Operations Plans for all Summit County departments, service districts and municipalities
- Increased public access to emergency preparedness information within Summit County municipalities including the main Summit County government web site
- Inclusion of rural communities in emergency planning, training and documentation
- Increased communications and technology solutions across all Summit

County agencies and municipalities

- Professional training standards requirement for all first-response agencies including volunteer-based organizations

For more information, please refer to the following:

- Summit County Emergency Planning Forum – Emergency Planning Assessment - 2011

Glossary and Acronyms (abridged)

Advanced Readiness Contracting: A type of contracting that ensures contracts are in place before an incident for commonly needed commodities and services such as ice, water, plastic sheeting, temporary power, and debris removal.

Agency: A division of government with a specific function offering a particular kind of assistance. In the Incident Command System, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance). Governmental organizations are most often in charge of an incident, though in certain circumstances private-sector organizations may be included. Additionally, nongovernmental organizations may be included to provide support.

All-Hazards: Describing an incident, natural or manmade, that warrants action to protect life, property, environment, and public health or safety, and to minimize disruptions of government, social, or economic activities.

Area Command: An organization established to oversee the management of multiple incidents that are each being handled by a separate Incident Command System organization or to oversee the management of a very large or evolving incident that has multiple incident management teams engaged. An agency administrator/executive or other public official with jurisdictional responsibility for the incident usually makes the decision to establish an Area Command. An Area Command is activated only if necessary, depending on the complexity of the incident and incident management span-of-control considerations.

Catastrophic Incident: Any natural or manmade incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions.

Chief: The Incident Command System title for individuals responsible for management of functional Sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence/Investigations (if established as a separate Section).

Command Staff: An incident command component that consists of a Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander.

Common Operating Picture: A continuously updated overview of an incident compiled throughout an incident's life cycle from data shared between integrated systems for communication, information management, and intelligence and information sharing. The common operating picture allows incident managers at all levels to make effective, consistent, and timely decisions. The common operating picture also helps ensure consistency at all levels of incident management across jurisdictions, as well as between various governmental jurisdictions and private sector and nongovernmental entities that are engaged.

DHS: Department of Homeland Security

Emergency: Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Management: As subset of incident management, the coordination and integration of all activities necessary to build, sustain, and improve the capability to prepare for, protect against, respond to, recover from, or mitigate against threatened or actual natural disasters, acts of terrorism, or other manmade disasters.

Emergency Manager: The person who has the day-to-day responsibility for emergency management programs and activities. The role is one of coordinating all aspects of a jurisdiction's mitigation, preparedness, response, and recovery capabilities.

Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, tribal, city, county), or some combination thereof.

Emergency Plan: The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency Support Functions (ESFs): Used by the Federal Government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

FEMA: Federal Emergency Management Agency

FEMA Regional Offices: FEMA has 10 regional offices, each headed by a Regional Administrator. The regional field structures are FEMA's permanent presence for communities and States across America.

Finance/Administration Section: (1) Incident Command: Section responsible for all administrative and financial considerations surrounding an incident. (2) Joint Field Office (JFO): Section responsible for the financial management, monitoring, and tracking of all Federal costs relating to the incident and the functioning of the JFO while adhering to all Federal laws and regulations.

Function: One of the five major activities in the Incident Command System: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved (e.g., the planning function). A sixth function, Intelligence/Investigations, may be established, if required, to meet incident management needs.

General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief. An Intelligence/Investigations Chief may be established, if required, to meet incident management needs.

Governor's Authorized Representative: An individual empowered by a Governor to: (1) execute all necessary documents for disaster assistance on behalf of the State, including certification of applications for public assistance; (2) represent the Governor of the impacted State in the Unified Coordination Group, when required; (3) coordinate and supervise the State disaster assistance program to include serving as its grant administrator; and (4) identify, in coordination with the State Coordinating Officer, the State's critical information needs for incorporation into a list of Essential Elements of Information.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Identification and Risk Assessment (HIRA): A process to identify hazards and associated risk to persons, property, and structures and to improve protection from natural and human-caused hazards. HIRA serves as a foundation for planning, resource management, capability development, public education, and training and exercises.

Homeland Security Exercise and Evaluation Program (HSEEP): A capabilities and performance-based exercise program that provides a standardized methodology and terminology for exercise design, development, conduct, evaluation, and improvement planning.

HSPD-5: Homeland Security Presidential Directive 5, "Management of Domestic Incidents"

HSPD-7: Homeland Security Presidential Directive 7, "Critical Infrastructure, Identification, Prioritization, and Protection"

HSPD-8: Homeland Security Presidential Directive 8, "National Preparedness"

Incident: An occurrence or event, natural or manmade that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild-land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the

identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command: Entity responsible for overall management of the incident. Consists of the Incident Commander, either single or unified command, and any assigned supporting staff.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is a management system designed to enable effective incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Commander: The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The Incident Commander has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): An incident command organization made up of the Command and General Staff members and appropriate functional units of an Incident Command System organization. The level of training and experience of the IMT members, coupled with the identified formal response requirements and responsibilities of the IMT, are factors in determining the "type," or level, of IMT. IMTs are generally grouped in five types. Types I and II are national teams, Type III are State or regional, Type IV are discipline- or large jurisdiction-specific, and Type V are ad hoc incident command organizations typically used by smaller jurisdictions.

Incident Objectives: Statements of guidance and direction needed to select appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

Interoperability: The ability of emergency management/response personnel to interact and work well together. In the context of technology, interoperability also refers to having an emergency communications system that is the same or is linked to the same system that a jurisdiction uses for nonemergency procedures, and that effectively interfaces with national standards as they are developed. The system should allow the sharing of data with other jurisdictions and levels of government during planning and deployment.

Joint Information Center (JIC): An interagency entity established to coordinate and disseminate information for the public and media concerning an incident. JICs may be established locally, regionally, or nationally depending on the size and magnitude of the incident.

Joint Information System (JIS): Mechanism that integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, accurate, accessible, timely, and complete information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the Incident Commander; advising the Incident Commander concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Federal, State, tribal, and local boundary lines) or functional (e.g., law enforcement, public health).

Jurisdictional Agency: The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

Key Resources: Any publicly or privately controlled resources essential to the minimal operations of the economy and government.

Law Enforcement: any law enforcement agency operating within the boundaries of Summit County including the Summit County Sherriff, Park City Police Department, Utah Highway Patrol and other official law enforcement agencies.

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies or organizations.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native Village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, P.L. 107-296, 116 Stat. 2135 (2002).

Logistics Section: (1) Incident Command: Section responsible for providing facilities, services, and material support for the incident. (2) Joint Field Office (JFO): Section that coordinates logistics support to include control of and accountability for Federal supplies and equipment; resource ordering; delivery of equipment, supplies, and services to the JFO and other field locations; facility location, setup, space management, building services, and general facility operations; transportation coordination and fleet management services; information and technology systems services; administrative services such as mail management and reproduction; and customer assistance.

Long-Term Recovery: A process of recovery that may continue for a number of months or years, depending on the severity and extent of the damage sustained. For example, long-term recovery may include the complete redevelopment of damaged areas.

Major Disaster: Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States that, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mitigation: Activities providing a critical foundation in the effort to reduce the loss of life and property from natural and/or manmade disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

Mobilization: The process and procedures used by all organizations—Federal, State, tribal, and local—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multiagency Coordination (MAC) Group: Typically, administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds, are brought together and form MAC Groups. MAC Groups may also be known as multiagency committees, emergency management committees, or as otherwise defined by the system. A MAC Group can provide coordinated decision-making and resource allocation among cooperating agencies, and may establish the priorities among incidents, harmonize agency policies, and provide strategic guidance and direction to support incident management activities.

Multijurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of the incident. In the Incident Command System, these incidents will be managed under Unified Command.

Mutual Aid and Assistance Agreement: Written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and/or after an incident.

National Incident Management System (NIMS): System that provides a proactive approach guiding government agencies at all levels, the private sector, and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment

National Response Framework (NRF): Guides how the Nation conducts all-hazards response. The *Framework* documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private sector and nongovernmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role,

including incidents where Federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision-makers, and supporting entities to provide a unified national response.

Nongovernmental Organization (NGO): An entity with an association that is based on interests of its members, individuals, or institutions. A government does not create it, but it may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross. NGOs, including voluntary and faith-based groups, provide relief services to sustain life, reduce physical and emotional distress, and promote the recovery of disaster victims. Often these groups provide specialized services that help individuals with disabilities. NGOs and voluntary organizations play a major role in assisting emergency managers before, during, and after an emergency.

Officer: The ICS title for the personnel responsible for the Command Staff positions of Safety, Liaison, and Public Information.

Operations Section: (1) Incident Command: Responsible for all tactical incident operations and implementation of the Incident Action Plan. In the Incident Command System, it normally includes subordinate Branches, Divisions, and/or Groups. (2) Joint Field Office: Coordinates operational support with on-scene incident management efforts. Branches, divisions, and groups may be added or deleted as required, depending on the nature of the incident. The Operations Section is also responsible for coordinating with other Federal facilities that may be established to support incident management activities.

Planned Event: A planned, nonemergency activity (e.g., sporting event, concert, parade, etc.).

Planning Section: (1) Incident Command: Section responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the Incident Action Plan. This Section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident. (2) Joint Field Office: Section that collects, evaluates, disseminates, and uses information regarding the threat or incident and the status of Federal resources. The Planning Section prepares and documents Federal support actions and develops unified action, contingency, long-term, and other plans.

Preparedness: Actions that involve a combination of planning, resources, training, exercising, and organizing to build, sustain, and improve operational capabilities. Preparedness is the process of identifying the personnel, training, and equipment needed for a wide range of potential incidents, and developing jurisdiction-specific plans for delivering capabilities when needed for an incident.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law

enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce, and industry.

Protocol: A set of established guidelines for actions (which may be designated by individuals, teams, functions, or capabilities) under various specified conditions.

Public Information: Processes, procedures, and systems for communicating timely, accurate, accessible information on an incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected).

Public Information Officer (PIO): A member of the Command Staff responsible for interfacing with the public and media and/or with other agencies with incident-related information requirements.

Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Resource Management: A system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management includes mutual aid and assistance agreements; the use of special Federal, State, tribal, and local teams; and resource mobilization protocols.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Under the *National Incident Management System*, resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an emergency operations center.

Response: Immediate actions to save lives, protect property and the environment, and meet basic human needs. Response also includes the execution of emergency plans and actions to support short-term recovery.

Scalability (scalable): the ability to easily expand or contract plans and resources based on the needs, size or complexity of the event.

Short-Term Recovery: A process of recovery that is immediate and overlaps with response. It includes such actions as providing essential public health and safety services, restoring interrupted utility and other essential services, reestablishing transportation routes, and providing food and shelter for those displaced by a disaster. Although called "short term," some of these activities may last for weeks.

Situation Report: Document that contains confirmed or verified information and explicit details (who, what, where, and how) relating to an incident.

Situational Awareness: The ability to identify, process, and comprehend the critical elements of information about an incident.

Stafford Act: The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended. This Act describes the programs and processes by which the Federal Government provides disaster and emergency assistance to State and local governments, tribal nations, eligible private nonprofit organizations, and individuals affected by a declared major disaster or emergency. The Stafford Act covers all hazards, including natural disasters and terrorist events.

State Emergency Management Agency Director: The official responsible for ensuring that the State is prepared to deal with large-scale emergencies and for coordinating the State response in any incident. This includes supporting local governments as needed or requested and coordinating assistance with other States and/or the Federal Government.

State Homeland Security Advisor: Person who serves as counsel to the Governor on homeland security issues and may serve as a liaison between the Governor's office, the State homeland security structure, the Department of Homeland Security, and other organizations both inside and outside of the State.

Strategic National Stockpile (SNS): The Strategic National Stockpile (SNS) is the United States' national repository of antibiotics, vaccines, chemical antidotes, antitoxins and other critical medical equipment and supplies. In the event of a national emergency involving bioterrorism or a natural pandemic, the SNS has the capability to supplement and re-supply local health authorities that may be overwhelmed by the crisis, with response time as little as 12 hours. [1] The SNS is jointly run by the Centers for Disease Control and Prevention (CDC) and the Department of Homeland Security.

Summit County Emergency Communications Network (SCECN): a group of communication professionals representing public and private organizations, has developed a comprehensive and diverse system of coordination and communication among Public Information Officers to manage emergency messaging, media inquiries and provide internal PIO support and resource sharing.

Terrorism: As defined under the Homeland Security Act of 2002, any activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources; is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs; and is intended to intimidate or coerce the civilian population or influence or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, P.L. 107-296, 116 Stat. 2135 (2002).

Threat: An indication of possible violence, harm, or danger.

Unified Area Command: Command system established when incidents under an Area Command are multijurisdictional. See [Area Command](#).

Unified Command (UC): An Incident Command System application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

Unity of Command: Principle of management stating that each individual involved in incident operations will be assigned to only one supervisor.

Urban Search and Rescue (US&R) Task Forces: A framework for structuring local emergency services personnel into integrated disaster response task forces. The 28 National US&R Task Forces, complete with the necessary tools, equipment, skills, and techniques, can be deployed by the Federal Emergency Management Agency to assist State and local governments in rescuing victims of structural collapse incidents or to assist in other search and rescue missions.

Volunteer: Any individual accepted to perform services by the lead agency (which has authority to accept volunteer services) when the individual performs services without promise, expectation, or receipt of compensation for services performed. See 16 U.S.C. 742f(c) and 29 CFR 553.101.

Reference

- **Summit County Emergency Planning Forum -
2011 Emergency Planning Assessment**

Summit County Emergency Planning Forum

2011 Emergency Planning Assessment

ABSTRACT

The Summit County Emergency Planning Forum was developed to explore the challenges, gaps and success of emergency planning within Summit County and its core emergency response agencies. The SCEPF offers an unrestricted environment for open discussion, problem solving and agency cooperation.

**Summit County
Emergency Planning Forum**

2011 Emergency Planning Assessment

**Summit County
Utah**

2011

Goal

The goal of the Summit County Emergency Management Forum is to create an open forum for discussion, evaluation and support of emergency management planning, strategy, communication and integration among Summit County-based agencies, emergency response partners and key personnel.

Participating Agencies

The following agencies have participated in the SCEMF.

- Summit County Health Department, Katie Mulally & Richard Bullough
- Summit County Sheriff's Office, Sheriff Edmunds, Dean Carr
- Summit County Emergency Services Bureau, Butch Swensen
- Summit County Public Works Department, Kevin Callahan
- Park City Emergency Management, Hugh Daniels, CEM
- Park City Fire District, Chief Hewitt and Assistant Chief Adams

Framework for Discussion

Utilizing the structure provided by FEMA in the National Response Framework and the National Incident Management System, the group has addressed the challenges and opportunities of emergency planning within our community and the opportunities for collaboration, support and continuous improvement within and among our respective organizations.

In order to manage issues in a clear, concise and effective manner, discussion topics were categorized into the standard phases of emergency management.

- **Preparedness**
- **Mitigation**
- **Response**
- **Recovery**

All discussions were moderated for time and focus. Topics were user driven with collaboration, shared information and productive debate being encouraged within the group. Members of the group were encouraged to submit discussion items to the moderator for inclusion in the meeting agendas.

This was not a forum to develop specific operational solutions, procedures or policies though discussions and next-steps often led to this residual effect. The primary goal was to identify shared challenges and issues for further in-depth exploration of potential solutions.

Topics

Topics for discussion have included numerous cross-functional and phase-related subjects and have been addressed accordingly. Topics for discussion have been considered with the following attributes in mind:

- Overall importance and relevance to emergency response
- Cross-agency integration and application
- Identified gaps
- Overlapping responsibilities
- Integrated communications
- Cross-agency Policies & Procedures
- Shared resources
- Training and support

Meeting Frequency

The objective of this meeting was to deliver a concise, non-binding document to the Summit County Manager by summer 2011. As such, the discussion group was limited initially to just four (4) meetings of approximately 2 hours each however; additional meetings have been conducted to further address discussion topics.

Initial meetings were attended by a small group of core emergency services providers; the idea was to encourage free discussion among peers and cooperating agencies. Expansion of the group, especially as it relates to east-side agencies, is a goal for future meetings as this will continue to add positive contributions to the discussion.

Output

Through collaborative discussion, sharing and healthy debate, an objective and non-binding document has been developed relating our current state of mitigation, preparedness, response and recovery management. The document includes information about resources, training, cooperative efforts and innovations within our respective agencies. Most importantly, the document identifies gaps in our emergency response preparations and opportunities to correct or improve our operations.

The goal of the document is to provide the foundation for development of a road map for future development, growth and integration of successful emergency management operations among all Summit County emergency response partners.

The following report represent core discussion topics and suggestions for further exploration, cooperation and implementation across Summit County Agencies.

Document Structure

Output topics are divided into general discussion topics and expanded upon with the following structural elements:

- *Preamble:* A short discussion of the topic, its importance to Summit County and emergency preparedness, general discussion notes and issues or suggestions derived from the group's interaction.
- *Recommendations:* Recommendations from the group to address the issues, gaps or suggested improvements in the space. Each recommendation offers a solution or potential next step for the group to evaluate, develop an action plan and execute upon. Recommendations can be executed individually or as a group.
- *Lead Agency:* Lead agencies would lead the process for further exploration of the recommendations. Lead Agencies are typically suggested based on expertise, current success in the subject matter or availability/interest. Lead agencies are not necessarily responsible for development, implementation or management of recommendations across other agencies.
- *Updates & Testing:* This element refers to the frequency and timeliness of Federal, State or local requirements for development, testing and validating the systems, procedures or training in the subject area. These elements are often linked to funding eligibility.
- *Agencies:* Though all agencies are often affected by the topic, certain suggestions may be agency or need specific. As an example, Heavy Rescue Training in the County may be an identified gap but training is more appropriately focused on Fire and EMS agencies. This however does not necessarily exclude other agencies from understanding their roles and the reciprocal training required for them to help facilitate rescue operations.
- *Challenges:* The challenges of identifying and closing emergency preparedness gaps in Summit County are numerous and sometimes seemingly insurmountable. Identifying and confronting those challenges is often the first step in accomplishing our goals.
- *Status:* This element identifies the current status of the subject matter in Summit County. This is a broad statement that does not necessarily describe the quality of preparedness or our ability to react and successfully defend against an emergency situation. It simply describes our current formal relationship to the issue.

1. Executive/Elected/Appointed Officials Support

Emergency preparedness support at the Executive/Elected/Appointed Officials level is imperative. This includes participatory support, training, funding and Countywide cooperation, communication and coordination. Shared resources, mutual-aid agreements, policies, funding and Countywide training exercises are all representative forms of support.

Executive/Elected/Appointed Officials training exercise programs, including NIMS compliance, ICS and public messaging, should be developed to effectively address the roles and responsibilities of these officials during emergency situations. Deference to limited time availability should be considered.

Per FEMA:

“In most jurisdictions, the responsibility for the protection of the citizens rests with the chief elected official. Elected officials have the authority to make decisions, commit resources, obligate funds, and command the resources necessary to protect the population, stop the spread of damage, and protect the environment.

Ideally, this authority will be granted in writing. Whether it is granted in writing or verbally, the authorities granted remain with the Incident Commander until such time as the incident is terminated, or a relief shift Incident Commander is appointed, or the Incident Commander is relieved of his or her duties for just cause.

The final responsibility for the resolution of the incident remains with the chief elected official, chief executive officer, or agency administrator. It is imperative then that this individual remains an active participant, supporter, supervisor, and evaluator of the Incident Commander.”ⁱ

In this same respect, Executive/Elected/Appointed Officials must acknowledge that authority is a right or obligation to act on behalf of a department, agency, or jurisdiction and that delegating that authority, both formally and informally, to the appropriate response agencies is required for successful emergency planning, execution and recovery.

To better serve their constituents, elected and appointed officials should help to establish relationships with other jurisdictions and, as appropriate, with nongovernmental organizations and the private sector. In addition, these officials should provide guidance to their jurisdictions, departments, and/or agencies, with clearly stated policies for NIMS implementation. Additionally, Executive/Elected/Appointed Officials must understand the laws and regulations in their jurisdictions that pertain to emergency management and incident response.ⁱⁱ

It is suggested that Executive/Elected/Appointed Officials participate in appropriate levels of ICS and emergency response training as well as take an active role in building communications and coordination among agencies, municipalities and State and Federal government agencies ensuring appropriate and efficient interoperability.

- Recommendations:*
- Executive/Elected/Appointed Officials Support
 - Emergency Preparedness Support Policies
 - Executive/Elected/Appointed Officials Education
 - Executive/Elected/Appointed Officials Public Messaging and Press Training
 - Executive/Elected/Appointed Officials ICS Training
 - Mutual Aid Agreements
 - Funding Initiatives
 - Budget Prioritization
 - Relationship Building
 - Field Operations Guide (including concise messaging and public information training)
 - PIO Integration, Coordination and Cooperation

- Lead Agency:*
- Appropriate jurisdictions and agencies
 - Summit County

Updates & Testing: Annually

Agencies: All

Challenges: Coordination, training, funding, communications, development, State/Federal requirements, Mutual Aid Agreements, Accounting

Status: Inconsistent though existing implementation among agencies

2. Communications Planning

Communications represent the foundations of all emergency planning. Communications can be separated into three basic categories:

- Tactical – communications in which information of any kind, especially orders and decisions, are conveyed from one command person, or place to another.
- Public - the communications protocols, procedures and personnel of emergency response agencies whose primary responsibility is to provide information to the media and public during emergency situations.
- Technical – refers specifically to the technical or physical communications devices, modes, systems and methods required for communication.

Communications planning in Summit County is fairly robust with numerous agencies and groups leading departmental and cross-agency coordination. Though Federal and State agencies often dictate technological requirements for communications devices and protocols, many technical and tactical organizations exist in the County including the Summit County and Park City Emergency Management Offices and the Summit County Communications Committee as well as the public-information focused Summit County Emergency Communications Network.

Planning and preparedness initiatives such as the Strategic National Stockpile Plan, lead by the Summit County Health Department, require frequent communication coordination among Countywide agencies and organizations as well as regular testing and verification of communications systems and redundancies.

Discussion in this area has focused on the need for more formal processes and integrated training. This is especially important as it relates to the recent SNS planning tool and funding.

Completely integrated dispatch operations across police, sheriff and fire are currently in development and will have the added benefit of creating an effective and efficient system for emergency reporting and information sharing among first-response and law enforcement agencies. As dispatch management becomes more integrated among the agencies and information more readily shared, formal and integrated training will be of utmost importance.

Public information has become a well-integrated and shared responsibility between Summit County and Park City Municipal Corporation. This shared responsibility has resulted in an integrated and supportive environment providing

professional and consistent public communications. The Summit County Emergency Communications Network is developing a solid system inter-agency communications, shared resources and scripts to better serve the community with up-to-date, consistent and accurate emergency messaging.

Technical communications planning is largely driven by individual agencies or State/Federal requirements. Though technology solutions are significantly affected by agency budgets with priorities often prompted by Federal/State requirements, sharing among the agencies is fairly common and encouraged. CodeRed, a phone-based mass communication tool is an excellent example of a shared resource. Owned and operated by the Sheriff's Office, CodeRed also serves as a valuable notification tool for the Summit County Health Department during health related emergencies. In addition, Park City Municipal hosts a reverse 911 system that allows for redundancy in the western county.

In general, technology is an ever-evolving area where continued coordination and discussion are important to its effective use. It has been suggested that a technology evolution plan be developed to better plan for future expansion, upgrade and funding.

The value of an expanded, accurate and shared Countywide contact database is imperative for maintaining communications, effective staff and volunteer mobilization and fulfilling State and Federal requirements for contact management. Currently, each agency maintains an autonomous contact list. This information is typically managed through a simple spreadsheet or document and rarely available as a shared electronic contact database or cloud-based, fully integrated system.

SCEMF participants agree there is a clear need for shared contacts, accurate information and timely updates. The development and management of this database is a fairly straightforward endeavor however, resources to support its management, integrity and security must be identified and appropriate participation levels, update schedules and legal issues must be addressed. Not incidentally, a database of this type is required as part of the SNS planning tool.

The use of social networking tools such as Facebook and Twitter have been discussed at length. Though the tools are viewed as positive contributions to the overall public communications process, all agree that proper planning and management are required to avoid the risk of providing out-dated, incorrect or useless information.

- Recommendations:*
- Technology Growth Plan
 - Technology Inventory
 - Spectrum Management
 - Technology Training (especially for staff emergency

- management assignments)
 - Technology Policies & Procedures
 - Reduce or eliminate “Code-Speak” – ICS stresses plain speak
 - WPS & GETS
 - Redundant Systems Planning
 - Interagency Communications Assessment
 - Investigate utilizing WEB EOC
 - Integrated Cloud-based Contact Database
 - Contact Database Policy
 - Legal Policies & Waivers
 - Social Networking
 - Countywide Public Information Planning
 - Communications Training (Tactical, Public and Technical)
 - Shared Information Systems (dispatch systems, etc.)
 - Updated systems and training for east-side agencies
 - State and Federal training and compliance
 - Cooperative funding initiatives
 - PIO Planning and Support
 - Common Alerting Protocol (CAP)

Lead Agency:

- Countywide
- Summit County Health Department (as part of yearly Strategic National Stockpile requirements)

Updates & Testing: Annually (quarterly for contact information updates)

Agencies: All

Challenges: Coordination, training development, funding, East-side inclusion, resource prioritization, policy, County/Municipality borders, agency traditions/training, standards,

Status: Agencies such as Park City Police and Sheriff Office are focused and heading in the right direction through integrated dispatch and information systems.

3. Emergency Preparedness Training

Training is the foundation upon which emergency preparedness is planned, tested and delivered. Training provides numerous advantages for agencies, personnel and communities including a clear understanding of roles and responsibilities, a fully informed and prepared workforce, and the ability to quickly and effectively identify hazards, contact the appropriate agencies and neutralize the threat.

Training must be appropriate, complete and consistent for all personnel involved. A tracking matrix should be maintained to ensure training of personnel is documented and in compliance with Federal, State and agency requirements.

Training must meet Federal, State and local criteria, be NIMS compliant as well as meet agency-based and professional standards. Failure to ensure this level of training may lead to the loss of funding streams especially from the Federal government. It has been suggested that HSEEP training should be incorporated. Scenario-based training, real-time, full-scale and table-top exercises are also highly effective.

Emergency preparedness training must be incorporated into the standard training regimen for each employee appropriate to his or her role or responsibilities during an emergency incident. It is imperative that Executive/Elected/Appointed Officials participate in appropriate training exercises including Incident Command Structure and Summit County Emergency Preparedness Planning.

- Recommendations:*
- Countywide Emergency Preparedness Training
 - Emergency Preparedness Training Policies
 - Emergency Preparedness Training Tracking Matrix
 - Agency and Professional Standards
 - NIMS Compliance
 - Improved and consistent training, exercise documentation
 - Scenario-based, Scale and TTX Training
 - Identify joint training opportunities
 - Executive/Elected Officials Training
 - ICS Training (100 for all)
 - Include External Partners (school district, private business etc.)
 - Utah Fire & Rescue Academy
 - Homeland Security

- Lead Agency:*
- Summit County
 - Park City Municipal Corporation
 - Park City Fire District

Updates & Testing: Quarterly and as needed

Agencies: All

Challenges: Agency coordination, training development, Executive/Elected/Appointed Official support, funding, calendar, East-side inclusion, employee job description expansion, employment obligations, legal issues

Status: Inconsistent among non-emergency/first response agency employees and departments.

4. Relationship Building

Building strong relationships among agencies, officials and municipalities in Summit County is an extremely important part of Emergency Preparedness. In addition, it is necessary for Summit County to build relationships externally with neighboring counties, agencies, State and Federal organizations.

It has been suggested that the differences among population size, geographic proximity, industry/business focus and community character often define the challenges of community and cooperation among the population centers in Summit County. The east-side communities of Summit County pose a particularly important element of Countywide preparedness. Inclusion, as opposed to integration or assimilation, has been identified as the correct step in creating a healthy relationship with east-side communities and officials. As a prelude to this step, it is equally important to understand the needs of the east-side communities and develop the relationship in a respectful, cooperative and appropriate manner.

Many opportunities for cooperation and inclusion exist at the agency level. Two of the most important aspects of this cooperation are training and funding. As described in other sections, training for east-side personnel must be consistent, sanctioned and appropriate to the needs of these communities. Joint funding initiatives are also avenues worth exploring. Shared resources and services also represent opportunities for inclusion and cooperation. Relationship building among Executive/Elected/Appointed Officials also presents a key opportunity for cooperation with east-side communities.

A Needs and SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis may prove helpful to determine the current state of readiness, strengths and weaknesses among communities across Summit County. The focus of such an analysis should be on identifying the natural and man-made threats we face across the County, how we currently address those issues and the additional resources and requirements necessary to ensure the best overall response for the community. This analysis may be used as supporting documentation, or even an outline, for a broader Summit County Emergency Management plan.

- Recommendations:*
- Countywide Relationship Building Initiative
 - Neighboring Communities and Agency Support
 - East-side Summit County Inclusion & Coordination
 - Needs & SWOT Assessment
 - Resource Prioritizing and Sharing Program
 - Cooperative Funding Initiatives
 - Executive/Elected/Appointed Officials Relationship Building

- Summit County Emergency Planning Forum
- Training (NIMS & ICS compliant)
- Professional Agency Structure and Reporting
- Mutual Aid Agreements

Lead Agency:

- Countywide
- Agencies (as appropriate)

Updates & Testing: Annually

Agencies: All

Challenges: Coordination, training development, funding, calendar, east-side inclusion, resource prioritization, policy, County/Municipality borders, Command & Control

Status: Inconsistent though existing implementation among agencies

5. Planning

Local preparedness begins with local planning. Planning, training, policies, procedures and accountability create the foundation of fundamental and consistent emergency operations. Agencies, officials and elected bodies must understand and embrace their roles and responsibilities within their core mission and agency directive prior to responding to an emergency situation.

Establishing roles and responsibilities at the agency level will help to define the parameters of each agency within the County emergency response system. Agencies must define their mission, understand the limits of their capabilities and focus on achieving expectations within their core competencies. Agencies performing at a satisfactory level across many unrelated competencies are rarely effective in an emergency situation.

Analyzing agency abilities, training, resources and funding will help further define the emergency capabilities of Summit County and the gaps that may exist within or between agencies. Though professional organizations such as fire and law enforcement have well defined scopes, non-emergency response agencies are often unprepared for the demands of a major disaster such as an earthquake.

County employees are the first line of defense in a major emergency situation. Summit County must take an active role in training, preparing and supporting its employees in these roles.

Park City Municipality has created an excellent program to inform, train and prepare municipal employees for their roles as emergency management personnel. Rewriting job descriptions to include emergency preparedness duties and assignments, training and tracking are just a few of the many elements already implemented as part of the plan. These elements are also required by FEMA as part of the annual SNS renewal plan.

One of the key elements addressed by Park City is the obligation of municipal employees to support emergency efforts. Park City employees are clearly notified of this obligation and trained in their emergency assignments. It is important to note, Park City employees are not necessarily reassigned to emergency tasks; instead, as part of their normal job, they are assigned to emergency tasks should a disaster strike.

One of the first and oft overlooked aspects of employee preparedness is family emergency planning. Though this aspect requires the County to reach out beyond the boundaries of the workplace, employee family emergency preparedness plays an important role in managing an emergency event.

When employees are distracted by the safety of their families, they will rarely be effective in delivering upon expectations. Therefore, investing time and

resources to ensure the safety and security of an employee's family will ultimately have a positive contribution to any emergency situation.

Summit County Health Department has taken the initiative to purchase 72-hour Emergency Kits to be distributed to each employee thereby ensuring that employee families have their basic needs met during the initial phase of a disaster while the employee tends to their emergency response duties in the community.

Finally, proper emergency planning cannot be contained to the borders of the County. The proximity of Morgan, Wasatch and Salt Lake counties, and the major transportation corridors such as I-80 and US-40 require focused attention on regional planning and relationships.

Though State agencies such as the Governors Office will serve as the official conduit for communication with other states and jurisdiction outside of Summit County, line-level communication and mutual aid agreements are helpful for safe, timely and effective response to cross-border emergency management and mitigation.

- Recommendations:*
- Define agency mission
 - Establish agency core competencies
 - Understand agency limits and deficiencies
 - Establish emergency operational goals
 - Define needs of communities, match to competencies
 - Identify and eliminate unnecessary duties or hindrances
 - Provide proper training
 - Determine funding needs and opportunities
 - Job descriptions to include emergency duties as part of job assignment (not reassignment)
 - Master emergency task assessment and assignment tracking (all the emergency jobs prioritized and assigned)
 - Training (employees and family members)
 - 72-Hour Family Kits
 - Emergency preparedness collateral material
 - Employee consent form
 - Employee training tracking
 - Cross-Border Relationship Building Initiative

- Lead Agency:*
- Countywide
 - Agencies (as appropriate)

Updates & Testing: Annually

Agencies: Counties and agencies

Challenges: Restricted

Status: None

Conclusion

At this juncture, planning and cooperation in Summit County is quite effective at the agency level. This is especially evident among fire, law enforcement and emergency planning agencies. Other agencies such as the Summit County Public Works and Park City Public Works departments also enjoy fairly strong communications and cooperation.

Emergency Management Training appears to be the primary need for many Summit County agencies. Though emergency planning is often listed as a high priority at every level, daily operations often eclipse the ability to focus on the “what-if” scenarios of emergency planning. In addition, without proper management and planning by a central authority, emergency planning is often left to individual agencies to develop and manage independently when time permits. This often results in inconsistent application, non-compliant training and missed opportunities.

In addition to managing the content, context and focus of training, it is important to properly identify all personnel participating in training, ensure the appropriateness of their training and link the training to actual emergency related duties built directly into job descriptions. As mentioned above, impromptu emergency job assignments are far less effective and often leave large gaps in emergency operations due in part to attrition, misunderstandings or poor execution. This is most evident in large-scale emergency operations where volume issues require personnel to execute upon emergency operational plans without proper training or preparedness basics.

A thorough threat assessment of realistic emergency situations in Summit County will allow agency heads to work cooperatively to focus resources, training and establish priorities across agencies. As noted previously, agency cooperation and relationships are quite strong. Coordination in planning, training, funding and emergency assessment, though well established on an informal level, is deficient from a formal documentation, planning and compliance level in some areas. The Summit County Health Department Strategic National Stockpile Plan is a prime example of a major step toward a formal, inclusive, multi-agency emergency response plan. The basic premise and structure of the SNS plan provides a functional and scalable foundation for building other Countywide planning documents and exercises.

In addition to the recommendations described in this document, the group has requested the continuation of the Summit County Emergency Management Forum as a platform to maintain open and effective dialogue among agencies, provide detailed solutions to the recommendations above and explore further opportunities to improve the safety, security and efficiency of emergency operations in Summit County.

If approved, future meetings will seek to prioritize emergency planning initiatives, develop specific plans and solutions and continue to increase the effectiveness of emergency response in Summit County.

Finally, it is agreed that a cooperative and consistent management approach to emergency planning and preparedness is required to effectively provide emergency services to Summit County residents. A joint task force of agency stakeholders can be developed to manage mutual plan development, staff and volunteer training, funding opportunities and workforce contacts. A unified approach will allow Summit County to maximize its emergency preparedness and execution strategies and focus resources in an effective and cost sensitive manner.

Web References:

- *FEMA Home:* <http://www.fema.gov/>
- *National Response Framework:*
<http://www.fema.gov/pdf/emergency/nrf/nrf-core.pdf>
- *FEMA Government:* <http://www.fema.gov/government/index.shtm>
- *FEMA NIMS Resource Center:*
<http://www.fema.gov/emergency/nims/index.shtm>
- *Utah Department of Public Safety:* <http://publicsafety.utah.gov/>
- *Summit County Health Department:* <http://www.summitcountyhealth.org/>
- *Summit County Sheriff's Office Emergency Services Bureau:*
<http://www.summitcountysheriff.org/specialops/emergency.html>
- *Summit County Sheriff's Office:* <http://www.summitcountysheriff.org/>
- *Summit County:* <http://www.co.summit.ut.us/index.php>
- *Park City Municipal Corporation:* <http://www.parkcity.org/>
- *Park City Police Department:*
<http://www.parkcity.org/index.aspx?page=142>
- *Summit County Public Works Department:*
<http://www.co.summit.ut.us/publicworks/index.php>
- *Park City Fire District:* <http://www.pcfcd.org/>

ⁱ http://training.fema.gov/EMIWeb/IS/IS200b/SM/03_SMICS200b_Sept2010.pdf

ⁱⁱ www.ndcap.us/downloads/NIMS-ICS%20Study%20Guide-700-100-200.pdf



TIFFANIE NORTHRUP-ROBINSON
PLANNER II

STAFF REPORT

To: Summit County Council
From: Tiffanie Northrup-Robinson, County Planner
Date of Report: March 14, 2012
Date of Meeting: Wednesday, March 21, 2012
Type of Item: Work Session – Proposed Village at Kimball Junction Specially Planned Area Development Agreement

Executive Summary

On February 29, 2012 the Summit County Council approved the Village at Kimball Junction Specially Planned Area Rezone and SPA Plan with several conditions. Staff is requesting input on the proposed Development Agreement prior to scheduling for approval by adoption of an ordinance.

The following are the conditions approved at the February 29, 2012 SCC meeting:

1. The applicant shall continue to work with Staff and the Summit County Attorney's office to finalize verbiage of the Development Agreement (DA) to ensure that all entitlements, phasing and survival of community benefits are clearly articulated prior final approval from the SCC of the agreement. The DA shall be adopted by ordinance by the SCC prior to recordation.
2. The applicant shall include language in the DA that will require a review of the natural gas fueling stations requirements mandated by Questar or other alternative fuel site within two (2) years from the date of approval of the DA. If the regulations change and the natural gas fueling stations area restrictions are reduced and can be accommodated on the Smith's Fuel Center site, the owner of the Smith's Fuel Center parcel shall consider installation of the CNG or other alternative fuels.
3. A copy of the new CC& R's for the subdivision shall be reviewed by Summit County to address cross easements, parking lot maintenance and the like prior to recordation of the Village at Kimball Junction subdivision plat.
4. Prior to final approval by the Summit County Council, funding shall be verified to ensure that the North roundabout can be installed in 2012 and the South roundabout shall be constructed in 2013. This would include funding approved by the COG for right of way acquisition.
5. No building permits shall be issued until all transportation impact fees have been paid to the County as outline and agreed upon by all parties. Summit County shall not be held responsible to construct the roundabouts if all fees are not paid by the individual parties.
6. The comprehensive sign plan must be reviewed by Staff and shall be included as an exhibit to the Development Agreement prior to recordation of the DA.

7. A Low Impact Permit shall be submitted and approved for each development site prior to issuance of any building permits. This shall be submitted in Final Site Plan format to verify the project is meeting all necessary approval standards as outlined in the Development Agreement and Chapter 4 of the Development Code. Each project site will be required to provide detailed site plans including but not limited to, building elevations, parking layout, landscaping and pedestrian improvements, snow storage, recycling facilities, signage and lighting plans.
8. All service provider conditions must be met, including but not limited to all previous service provider comments and conditions and the inclusion of the intersection justification request for the street enhancement/traffic calming improvements along Uintah Way as suggested by Kent Wilkerson.
9. Acknowledgement that the two (2) additional conditions recommended by the Snyderville Basin Planning Commission have been satisfied. More specifically:
 - 1) The applicant shall consider Option 5 for review by the Community Development Director seeking to equally share or minimize the impact between the Holiday Inn Express and the Cottonwood I Building as suggested in the Planning Commission discussion
 - 2) Staff will work with the applicant and the Snyderville Basin Special Recreation District to ensure that the trails are properly designed and make the proper connections.

At meeting it was discussed that the alternative fuel consideration was no longer necessary due to the size and potential impacts, however it was a condition in the staff report that was recommended. Please specify how this particular condition should be addressed to ensure that all conditions are met.

Recommendation:

Staff recommends that the SCC review the proposed Village at Kimball Junction Specially Planned Area Development Agreement and suggest any modifications or concerns prior to staff scheduling the item for final approval, by adoption of an ordinance.

Attachment(s):

Exhibit A – Development Agreement and Exhibits

WHEN RECORDED RETURN TO:

Summit County Clerk
Summit County Courthouse
60 North Main
Coalville, Utah 84017

**DEVELOPMENT AGREEMENT
FOR THE VILLAGE AT KIMBALL JUNCTION
KIMBALL JUNCTION, SUMMIT COUNTY, UTAH**

THIS DEVELOPMENT AGREEMENT (“**Development Agreement**” or “**Agreement**”) is entered into as of this _____ day of _____, 2011, between and Utah Del, Inc., a Utah corporation (“**Del Taco**”), Smith’s Food and Drug Centers, Inc., an Ohio corporation (“**Smith’s**”), OBK Kimball Junction, LLC, a Delaware limited liability company (“**OBK**”), Wells Fargo, N.A., a national banking association, as Personal Representative of The Estate of John W. Jarman (“**Jarman**”) and Summit County, a political subdivision of the State of Utah by and through its legislative body, the Summit County Council (the “**County**”). As used herein, each of Del Taco, Smith’s, OBK, Wells Fargo and Jarman may be referred to as an “**Individual Owner**” and collectively as “**Owners**”.

WHEREAS each Individual Owner owns one or more parcels of real property located in Summit County, Utah as more particularly described on attached Exhibit “A” (the “**Del Taco Property**”), Exhibit “B” (the “**Smith’s Property**”), Exhibit “C” (the “**OBK Property**”) and Exhibit “D” (the “**Jarman Property**”). The Del Taco Property, the Smith’s Property, the OBK Property and the Jarman Property are sometimes referred to individually as an “**Individual Owner’s Property**”) and are sometimes referred to collectively as the “**Land**”); and

WHEREAS each Individual Owner desires to construct certain improvements on such Individual Owner’s Property (as more particularly defined below, an Individual Owner’s “**Project**” and collectively, the “**Projects**”); and

WHEREAS with respect to the Projects,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Article 1
DEFINITIONS**

- 1.1 **Approved Uses** means the approved uses which are shown on the Final Site Plan (defined below).
- 1.2 **Building Permit** means a permit issued pursuant to the requirements of the Snyderville Basin Development Code, Uniform Building Code and related building codes as applicable in the

Snyderville Basin Planning District, including permits for grading, footings and foundations and construction of other improvements.

- 1.3 **Code** means the Snyderville Basin Development Code.
- 1.4 **Director** means the Summit County Community Development Director.
- 1.5 **Development Improvements Agreement** means an agreement, more particularly described in Sections 4.6 and 4.8 herein, incorporating approved development plans and by which an Individual Owner covenants to complete all required development improvements for such Individual Owner's Project no later than twenty-four (24) months following the date upon which the Final Site Plan is approved unless an extension is permitted by the County Manager upon written request of an Individual Owner, which requested extension will not be unreasonably refused, conditioned or delayed. The agreement must be approved by the County Manager and may also require an Individual Owner to complete and dedicate its required public improvements. Such agreements are generally governed by Chapter 6 of the Code which is attached herewith as Exhibit M.
- 1.6 **Final Site Plan** means the Final Site Plan which is included in the Village at Kimball Junction SPA Plan Book of Exhibits including the legal description of the Land and establishment of the Approved Uses, development layout, architectural, landscaping, lighting, and other development details for the Projects.
- 1.7 **General Plan** means the Snyderville Basin General Plan of the County.
- 1.8 **Village at Kimball Junction Specifically Planned Area ("SPA")** means the zone district adopted and approved on _____, by Ordinance number ____ for the purposes of permitting the adoption of the Approved Uses, the Final Site Plan and the Village at Kimball Junction SPA Plan.
- 1.9 **Village at Kimball Junction SPA Plan** means the comprehensive plan attached here to Exhibit "E" establishing the Approved Uses and Final Site Plan for the Project and providing processes for obtaining Building Permits and other approvals for its implementation.
- 1.10 **Village at Kimball Junction SPA Plan Book of Exhibits** (or "**Book of Exhibits**") means that portion of the Village at Kimball Junction SPA Plan which contains a description of the Projects, the Final Site Plan, Architectural Design, Landscaping Plan and all other guidelines and standards that shall be used to guide all development in the Village at Kimball Junction SPA and all other specific development parameters and regulations, and obligations, commitments, and contributions for carrying out the development in accordance with the Village at Kimball Junction SPA Plan. The Village at Kimball Junction SPA Plan Book of Exhibits shall be deemed a part of this Development Agreement as fully as if set forth herein at length and shall be binding upon all parties hereto.
- 1.11 **Planning Commission** means the Snyderville Basin Planning Commission.

- 1.12 **Project** means, as to an Individual Owner, the improvements to be made to such Individual Owner's Property as described in the Book of Exhibits and as shown on the Final Site Plan. **Projects** mean each of the Projects, collectively.

**Article 2
RECITALS**

- 2.1 This Development Agreement serves to implement the Village at Kimball Junction SPA and this Development Agreement, through the adoption of Ordinance Number _____, in accordance with the provisions of the Code and the General Plan.
- 2.2 This Development Agreement and the Village at Kimball Junction SPA Plan resolve all issues associated with the development and construction of the Projects except as to the performance of any additional obligation as shall be specified in this Development Agreement.
- 2.3 Contemporaneously with the approval of this Development Agreement, the County has adopted an amendment to the General Plan, the Code and the Zoning Map classifying the Project as the Village at Kimball Junction SPA Zone District and setting forth therein such land use classifications and development locations as are permitted under this Development Agreement.
- 2.4 The County has encouraged Owners to employ innovative land planning concepts within the Village at Kimball Junction SPA in order to provide for infill and redevelopment within the Village at Kimball Junction SPA in furtherance of the goals of the General Plan.
- 2.5 Each of the Individual Owners has proposed specific plans and plats with respect to its Project in response to direction and guidance from the Director and the Planning Commission.
- 2.6 The County desires to establish the Village at Kimball Junction SPA under the SPA provisions of the Code and the General Plan for the purpose of implementing development standards and processes that are consistent therewith.
- 2.7 This Development Agreement, which implements the Village at Kimball Junction SPA Plan, provides detailed data regarding the Final Site Plan for the Projects. The County and the Owners agree that each shall comply with the standards and procedures contemplated by the Village at Kimball Junction SPA, this Development Agreement and its accompanying exhibits, the Code, and the General Plan with respect to obtaining future Building Permits for any new construction.
- 2.8 The Owners and the County desire to clarify certain standards and procedures that will be applied to approvals of Building Permits for the Projects and to address requirements for certain public amenities.
- 2.9 The County also desires to receive certain public benefits and amenities, and each Individual Owner is willing to provide these public benefits and amenities in consideration of the agreement of the County for increased density and intensity of uses in the Village at Kimball Junction SPA pursuant to the terms of this Development Agreement.

- 2.10 The County, acting pursuant to its authority under Utah Code Annotated, Section 17-27a-101 et seq., the Code and the General Plan, has made certain determinations with respect to the Village at Kimball Junction SPA, and, in the exercise of its legislative discretion, has elected to approve the uses, density, and general configuration of each Project and its future development pursuant to the Village at Kimball Junction SPA, resulting in the negotiation, consideration and approval of this Development Agreement, after all necessary public hearings.

Article 3 FINDINGS

The Summit County Council, acting in its legislative capacity, has made the following determinations with respect to the Village at Kimball Junction SPA Plan, including all findings of fact and conclusions of law as are necessary to make each of such determinations.

- 3.1 The Village at Kimball Junction SPA provides substantial, tangible benefits to the general public of the Snyderville Basin that significantly outweigh those that would be derived if the development occurred under the provisions of the existing zone. The provisions of those benefits and amenities have been taken into consideration by Summit County in granting increased commercial densities on the Land.
- 3.2 The Village at Kimball Junction SPA Plan, as conditioned by the terms and conditions of this Development Agreement and any amendments hereto, is in conformity and compliance with the General Plan, any existing capital improvements programs, the provisions of the Code and all other development requirements of the County.
- 3.3 The Village at Kimball Junction SPA Plan contains outstanding features which advance the policies, goals and objectives of the General Plan beyond mere conformity, including the following: (i) agreements with respect to design controls and limitations to minimize the visual impact of the development; (ii) the creation of a pedestrian connectivity and improvements; (iii) appropriate location of density and uses; (iv) the preservation of critical open space areas; (v) the development of an affordable housing component; (vi) planning and right-of-way dedication for the County to construct two roundabout street improvements; and (vii) the development of park improvements adjacent to the affordable housing.
- 3.4 There are unique circumstances that justify the use of an SPA, including: (i) the increase in density; (ii) the location and design of open space and enhanced landscaping; and (iii) the construction of pedestrian connectivity throughout the retail center.
- 3.5 Each Individual Owner shall comply with all appropriate concurrency and infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement and any amendments hereto, including any applicable impact fees of the County and its Special Districts.
- 3.6 There exist adequate provisions for mitigation of all fiscal and service impacts on the general public.

- 3.7 There will be no construction impacts that cannot be mitigated in a manner acceptable to the County.
- 3.8 The approval of the Village at Kimball Junction SPA Plan will not adversely affect the public health, safety and general welfare of the residents of Summit County.
- 3.9 The Village at Kimball Junction SPA Plan meets or exceeds development quality and aesthetic objectives of the General Plan and the Code, is consistent with the goal of orderly growth in the Snyderville Basin, and minimizes construction impacts on public infrastructure within the Snyderville Basin.
- 3.10 The proposed development reasonably assures life and property within the Snyderville Basin and is protected from any adverse impact of its development.
- 3.11 This Development Agreement implements the Village at Kimball Junction SPA by adopting the Final Site Plan included as part of the Village at Kimball Junction SPA.
- 3.12 The intensity of uses in excess of the base densities and uses within the Village at Kimball Junction SPA are established pursuant to the Snyderville Basin Development Potential Matrix which was implemented through the Village at Kimball Junction SPA, and this Development Agreement. As part of the Village at Kimball Junction SPA Plan's use and configurations herein approved, each Individual Owner has agreed to provide the amenities identified in this Development Agreement associated with such Individual Owner's Property, which have been found to comply with the Snyderville Basin Development Potential Matrix.
- 3.13 Exemption from Code. The Summit County Council ("SCC") acting pursuant to its authority under Utah Code Annotated §17-27a-101 *et seq.*, as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the Village at Kimball Junction SPA is exempt from the application of the Code solely to the extent that such a finding may be a condition precedent to approval of this Development Agreement. Where there is a direct conflict between an express provision of this Development Agreement and the Code or General Plan or other land use laws, this Development Agreement shall take precedence; otherwise, the Code, General Plan, or other land use laws shall control.

Article 4
APPROVALS/PHASED DEVELOPMENT OF THE PROJECT

- 4.1 The approval and execution of this Development Agreement by the County and the Individual Owners constitutes approval of the Final Site Plan, the zoning for the Project in accordance with the Use Table attached hereto as Exhibit "F", and an acknowledgment of the the boundaries and configuration of the Project. The parties acknowledge and agree that if perfected and constructed under the terms of this Agreement, the zoning uses set forth herein shall survive expiration or termination of this Development Agreement.
- 4.2 Individual Projects. Each Individual Owner may develop its Project as shown in the Final Site Plan. Each Individual Owner will apply for a Low Impact Permit and obtain its own Building

Permit, pay for its own impact fees and construct its own specific improvements as identified in this Agreement. Nothing herein shall mandate construction of the Projects in any order.

- 4.3 Low Impact Permit Required. Prior to submittal of a building permit, each Individual Owner must submit a Low Impact Permit for each development site. This shall be submitted in Final Site Plan format to verify the project is meeting all necessary approval standards as outlined in the Development Agreement and Chapter 4 of the Code. Each project will be required to provide detailed site plans including but not limited to, building elevations, parking layout, lighting plans, landscaping and pedestrian improvements, snow storage and recycling facilities.
- 4.4 Building Permit Required. Prior to the commencement of any construction of a Project, a Building Permit must be obtained from the County in accordance with all applicable requirements of the Code. In the event any Individual Owner's application for a Building Permit made in accordance with the provisions of this Development Agreement is denied, that Individual Owner shall have the right to appeal that denial pursuant to the provisions of Title 10, Chapter 9 of the Summit County Code. If the Individual Owner is unsuccessful on appeal or cannot remedy the basis for denial, the Individual Owner may terminate its participation in this Agreement so long as such Individual Owner has complied with all of such Individual Owner's obligations under 7.6 of this Agreement.
- 4.5 Compliance of Building Permits with Development Agreement. All Building Permits shall comply with the conditions specified in this Development Agreement.
- 4.6 Construction Mitigation and Management Plan Required. A Building Permit will not be issued for any Project within the Village at Kimball Junction SPA until an adequate Construction Management and Mitigation Plan has been established for the Village at Kimball Junction SPA and approved by the County Engineer, who may require reasonable changes to address any unforeseen impacts that occur during construction. A Development Improvements Agreement (described in Section 4.8) and associated bonding must be submitted and approved by the Summit County Engineer prior to final Low Impact Permit Approval. The plan and Development Improvements Agreement shall address the following matters specifically, together with any other related matters identified by the Summit County Community Development Director and Individual Owner. A separate plan shall be established for each Project.
 - 4.6.1 Revegetation/erosion protection/runoff control;
 - 4.6.2 Site grading;
 - 4.6.3 Dust and debris control;
 - 4.6.4 Recycling construction material waste;
 - 4.6.5 Damage to public roadways as a result of construction;
 - 4.6.6 Traffic control/construction management control;

4.6.7 Hours of construction; and

4.6.8 Staging and screening of construction materials and equipment.

4.7 Compliance with Concurrency Management Standards Required. In addition to compliance with the criteria required under the Code, the following service provider and concurrency information shall also be required and reviewed along with any Building Permit. Upon receiving such information, the Director shall prepare a report(s) identifying issues and concerns related to the proposal. The additional information to be provided is as follows:

4.7.1 Water Service. Evidence of coordination with the public or private water service provider, including an agreement for service, an indication of the service area of the proposed water supplier, and a commitment service letter or other binding agreement for the provision of water services.

4.7.2 Recreation. A letter from the Snyderville Basin Special Recreation District indicating that all requirements of the District and this Development Agreement have been satisfied.

4.7.3 Other Service Providers. The Director shall secure input regarding the Project from all other affected agencies and service providers, including but not necessarily limited to the Park City Fire District, County Health Department and Rocky Mountain Power.

4.8 Development Improvements Agreement Required. No building, grading, or other related development permit shall be issued for any Project or structure within the project until a Development Improvements Agreement (“DIA”) in a form agreed upon by Summit County and each Individual Owner has been reasonably accepted by the County. The County shall review each Individual Owner’s proposal for a DIA and provide its recommendation to the County Engineer for approval. A separate DIA shall be established for each Individual Owner’s Project.

4.8.1 Improvements which shall be guaranteed by each Individual Owner (to the extent such improvements are a part of such Individual Owner’s obligation as related to its Project) include:

- (a) All utilities, including water and sewer service.
- (b) All Public and Private roads, inclusive of all “Civil Improvements” associated with the roadway.
- (c) All “Civil Improvements” associated with such Individual Owner’s Project Final Site Plans.
- (d) Temporary and permanent, structural and non-structural soil conservation measures.
- (e) Bus Shelters.

- (f) Temporary and permanent, structural and non-structural run off control measures.
- (g) Required buffering, screening, and landscaping.
- (h) All public sidewalk/trails shall be constructed, with respect to timing and design, as required by this Agreement.
- (i) All private trails.

4.8.2 The County shall have the option of using the bond to guarantee Site Restoration, should any Individual Owner's Project not be completed within the required construction schedule or to complete such Project per the approved Final Site Plan.

4.8.3 The DIA and guarantee, in an amount to be approved by the County Engineer for each individual Project, shall establish a security to complete improvements, warranties after completion, schedules for completing all improvements, and remedy provisions in the event of a default. All improvements shall be warranted by each Individual Owner only as to such Individual Owner's specific Project, for a period of twenty-four (24) months of normal operation from the date of completion, as established by the County Engineer. The County shall retain ten percent (10%) of the security for a period of twenty-four (24) months from the date of completion of the improvements for each individual Project. In the case of landscaping plantings, forty percent (40%) of such security shall be retained for twenty-four (24) months.

Article 5 VESTED RIGHTS

5.1 Vested Rights/Approved Use, Density, and Configuration. Upon recordation and subject to the conditions and requirements of this Development Agreement, each Individual Owner is hereby vested with respect to its Project in the Village at Kimball Junction SPA as to the uses, densities, configuration, massing, design guidelines and methods, development standards, the Final Site Plan and other approval processes, road placements and size, road curb cuts and connections, and commercial uses, and other improvements on such Individual Owner's Property, as reflected in the Village at Kimball Junction SPA Plan Book of Exhibits and the provisions of this Development Agreement and any amendments hereto. Subject to the conditions and requirements of this Development Agreement, each Individual Owner shall have the vested right to have construction plans and Building Permits approved and to develop and construct its Project in accordance with the terms and conditions of this Development Agreement and any amendments hereto.

5.2 Reserved Legislative Powers/Future Changes of Laws and Plans/Compelling Countervailing Public Interest. Nothing in this Development Agreement shall limit the future exercise of the police power of the County in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other master plans, policies, ordinances and regulations after the date hereof. Notwithstanding the retained power of the County to

enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in Articles 4.3 and 5.1, as well as other provisions of this Development Agreement, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (Western Land Equities Inc. v. City of Logan, 617 P. 2d 388 (Utah 1980), U.C.A. § 17-27a-508, or other successor case and statutory law). Any such proposed change affecting the vested rights of the Owners and other provisions of this Development Agreement shall be of general application to all development activity in the Snyderville Basin; and, unless the County declares an emergency, the Owners shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the County does not give prior written notice, the Owners shall retain the right to be heard before an open meeting of the Summit County Council in the event any or all of the Individual Owners alleges that its or their rights under this Development Agreement have been adversely affected.

Article 6 FEES AND MITIGATIONS

- 6.1 Development Review, Engineering and Related Fees. For each Project, the County may charge such standard planning and engineering review fees, standard building permit review fees, and other fees as are generally applicable at the time of application, pursuant to the provisions of Resolution 99-11, as amended, or other applicable statutes, ordinances, resolutions, or administrative guidelines.
- 6.2 Impact Fees. The Projects at the Village at Kimball Junction SPA shall be subject to all impact fees which are (i) imposed at the time of issuance of Building Permits, and (ii) generally applicable to other property in the Snyderville Basin; and the Owners waive their position with respect to any vested rights to the imposition of such fees, but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable by each Individual Owner in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of the Owners to subject the Village at Kimball Junction SPA to impact fees under the above-stated conditions, the Owners do not waive their rights to challenge the reasonableness of the impact fee pursuant to the provisions of the Impact Fees Act (Utah Code Ann. § 11-36a-101 *et. seq.*).

Article 7 PUBLIC BENEFITS

- 7.1 Contribution of Public Benefits. As a consideration for the increase in allowed density and the County's entry into this Development Agreement, the Owners shall provide the following public benefits beyond those public impacts created by the Project:
- 7.1.1 Open Space Preservation. Each Individual Owner shall preserve the natural open space areas within such Individual Owner's Property shown on the Final Site Plan in the same general condition as those areas are presently found. Any disturbance of those areas for

construction staging or the installation of utility lines shall be restored as soon as reasonably practicable following the completion of the construction activities necessitating such disturbance.

7.1.2 Pedestrian Connectivity. Each Individual Owner shall construct all pedestrian connections within such Individual Owner's Property as shown in the Village at Kimball Junction SPA Book of Exhibits, including concrete stamping and other pedestrian connectivity improvements within Uinta Way to be completed during the first phase of construction.

7.1.3 Transportation System Enhancement. The Project will implement and enhance the road network by implementing the Snyderville Basin Transportation Master Plan including the construction of one or more roundabouts.

7.2 Construction by Del Taco. Del Taco shall construct a median on that portion of Ute Boulevard which lies on the Del Taco Property as shown in the Village at Kimball Junction SPA Book of Exhibits. The median shall be designed and constructed per American Association of State Highway Officials (AASHTO) and Utah Department of Transportation (UDOT) standards and be reviewed and approved by the Summit County Engineer. Del Taco shall also construct the landscaping shown in the SPA Book of Exhibits at the intersection of Highway 224 and Ute Boulevard.

7.3 Construction by Smith's. Pursuant to the terms of this Agreement, Smith's shall be obligated for the contributions set forth in §7.1.3 and §7.6 of this Agreement. If Smith's, in its sole determination, elects to construct a fuel center on the Smith's Property, in conjunction therewith, Smith's will: (i) construct new landscaping on Ute Boulevard and driveway modifications to accommodate the County's construction of the Ute Boulevard roundabout shown on the Village at Kimball Junction SPA Book of Exhibits; and (ii) construct a public recycling center, bus stop on Uinta Way, and pedestrian connectivity adjacent to Uinta Way, as shown in the Village at Kimball Junction SPA Book of Exhibits.

If Smith's elects to expand its building, Smith's will: (i) submit new building elevations for approval; (ii) reconfigure the parking lot, including construction of 90° parking stalls; (iii) remove one (1) of the driveways on Uinta way; (iv) construct an outdoor plaza as shown in the Village at Kimball Junction SPA Book of Exhibits; (v) construct new landscaping on Ute Boulevard; (vi) construct driveway modifications to accommodate the County's construction of the Ute Boulevard roundabout shown on the Village at Kimball Junction SPA Book of Exhibits; and (vii) construct a public recycling center, bus stop on Uinta Way, and pedestrian connectivity, as shown in the Village at Kimball Junction SPA Book of Exhibits. Temporary construction easements, as reasonably approved by Smith's, will be provided as needed at no additional expense to the County.

7.4 Construction by Jarman. Pursuant to the terms of this Agreement, Jarman shall be obligated for the contributions set forth in §7.1.3 and §7.6 of this Agreement. Prior to the issuance of a certificate of occupancy for its Project, Jarman shall construct the sidewalks and an outdoor plaza/open space as shown in the Village at Kimball Junction Book of Exhibits. Temporary construction easements and a construction staging area, as reasonably approved by Jarman, will

be provided as needed during the Newpark roundabout construction at no additional expense to the County, provided that any staging area on the Jarman Parcel shall be limited to the park parcel to the west of the drive lane into the Smith's parking lot, the entranceway into the Jarman Parcel will never be blocked during construction, and any damage to the Jarman Parcel caused by the County shall be promptly repaired at County expense. If the County elects to utilize a portion of the Jarman Parcel for a staging area, such use will not delay the issuance of a certificate of occupancy for improvements constructed on the Jarman Parcel..

7.5 Construction by OBK. Pursuant to the terms of this Agreement, OBK shall be obligated for the contributions set forth in §7.1.3 and §7.6 of this Agreement.

7.5.1 In conjunction with its construction of Retail Pads A & B, OBK will construct the pedestrian connectivity in the parking lot including two (2) pedestrian sidewalks from Uinta Way to existing retail buildings, diamond planters, trees, and restriping of the parking lot to 90° parking. OBK will also construct an outdoor plaza at the intersection of Newpark Boulevard and Uinta Way, as shown on the Village at Kimball Junction SPA Book of Exhibits. Subject to OBK's obligation with its tenants not to construct such improvements in any period other than June through August of any year, OBK shall construct the pedestrian connectivity improvements listed in this paragraph on or before the date that construction of the Newpark roundabout is completed. Temporary construction easements, as reasonably approved by OBK, will be provided as needed at no additional expense to the County.

7.5.2 In conjunction with its construction of Retail Pad "E", OBK will construct the pedestrian connectivity within the Pad "E" parcel as well as the outdoor plaza located on Ute Boulevard and Uintah Way as shown on the Village at Kimball Junction SPA Book of Exhibits on or before the date that construction of the Newpark roundabout is completed. Temporary construction easements and a construction staging area, as reasonably approved by OBK, will be provided as needed during the Ute roundabout construction at no additional expense to the County.

7.5.3 In conjunction with its construction of Retail Pads C & D, OBK will construct all pedestrian connectivity located within the Pads C & D parcels as shown on the Village at Kimball Junction SPA Book of Exhibits on or before the date that construction of the Newpark roundabout is completed.

7.5.4 Prior to receiving a final certificate of occupancy for any project, OBK or its assigns will satisfy its obligation for workforce housing by providing fee simple title to real property to Summit County through its designee, Mountainlands Community Housing Trust (MCHT) or its subsidiary, Mountainlands Community Land Trust, for the development of a 34 unit affordable apartment complex on the property identified on the Final Site Plan (the Affordable Project). The conveyance in the form of a Special Warranty Deed shall occur upon the following conditions:

- (a) The property shall be free and clear of all liens and encumbrances. OBK shall provide a standard form title insurance policy in the amount of \$150,000. The conveyance shall include all necessary access and cross parking easements.

Property taxes attributable to the property shall be prorated as of the date of the conveyance and paid by OBK to Summit County. The property shall not be included in a common area association and shall not be subject to fees, assessments or approvals of any association within the SPA.

- (b) The property shall be a construction ready lot with all necessary utilities available at the lot lines for a three-story 34 unit apartment complex consisting of 17 studio apartments with a minimum livable size of 400 square feet and 17 one-bedroom apartments with a minimum livable size of 650 square feet. The building and all required parking approved by the Planning Commission and Summit County Council (SCC) shall fit on the property as identified on the Final Site Plan. Summit County has concurred with the assessment of MCHT that the size of the OBK affordable housing parcel as shown in the Village at Kimball Junction SPA Book of Exhibits is sufficient to meet the requirements of the Code.
- (c). Summit County hereby agrees to waive or reduce all county fees associated with OBK's workforce housing obligation to the extent it has discretion to do so under the Code. OBK shall provide evidence that water is available to connect and, if not, shall provide necessary sum or water shares to assure the availability of water for the Affordable Project. MCHT shall deposit the amount in a designated account for use exclusively for the development of the Affordable Project. The use of all funds shall be approved by the SCC.
- (d). MCHT shall proceed on a timely basis to obtain sufficient funding to complete the Affordable Project for rental to households earning, at a maximum, 60% of area median income. In the event funding is not obtained and construction of the Affordable Project commenced within three years of the conveyance of the property, MCHT shall report to the SCC and a decision will be made by the SCC related to the property and funds.

Upon conveyance of the property, posting a bond for the Development Improvements Agreement which addresses storm drain pond improvements and payment of funds as set forth above, the obligation of OBK and the Individual Owners under Section 10-5-1 through 10-5-16 of the Code shall be satisfied.

7.6 Construction by the County. Each Individual Owner shall dedicate to the County at no cost to the County as set forth herein, such rights-of-way, land grants or portion of each Individual Owner's Property as may be required and necessary for the construction of the two roundabouts shown on the subdivision plat in the Book of Exhibits. The County shall construct the roundabouts in the following manner:

The County will utilize funds made available from the Council of Governments for Right of Way Corridor Preservation. Upon receipt of such funds, the County will pay each Individual Owner the fair market value of such Owner's property dedicated to the County for the purpose of roundabout construction. The Individual Owners will then contribute funds in an amount equal to that received as fair market value, to the County

to assist in financing roundabout construction. In addition, the Individual Owners who intend to construct their Projects in 2012 will pay to the County the traffic impact fees associate with such Projects. Based upon the approved traffic study, the total amount of such fees for the Ute Blvd. roundabout will be Four Hundred Thirty Eight Thousand Seven Hundred Twenty Eight Dollars (\$438,728). Such funds will be paid upon the earlier of receipt by an Individual Owner of a building permit for their Project, or upon commencement of construction of the Ute Boulevard roundabout. Upon receipt of such funds, less any credits owed by the County to any Individual Owner, the County will construct the Ute Boulevard roundabout in 2012.

The Individual Owners who did not pay their total traffic impact fees in 2012 will pay such fees upon the earlier of application by an Individual Owner for a building permit for its Project, or upon commencement of construction of the Newpark roundabout. The total of such traffic impact fees for the Newpark roundabout is Seventy Five Thousand Seven Hundred Forty-Five Dollars (\$75,745). Upon receipt of such funds, the County will construct the Newpark roundabout in 2013. Payment of impact fees will constitute impact fee credit. Should future tenants create a greater impact than projected in the original traffic impact schedule (such as a restaurant or other intense transportation user), additional impact fees will be charged at tenant improvement. This may include alternative methods of land use designations such as shopping center as opposed to tracking individual uses as listed.

Provided the County receives the entire Four Hundred Thirty Eight Thousand Seven Hundred Twenty Eight Dollars (\$438,728) for Ute Blvd improvements referenced above, the failure of any Individual Owner to pay the traffic impact fee referenced above shall not affect the ability of the other Individual Owners to obtain a building permit or certificate of occupancy. In no event shall any such failure by an Individual Owner delay the obligations of the other Individual Owners.

The County shall have no obligation to construct the Ute Boulevard roundabout until such time as the traffic impact fees for the Ute Boulevard roundabout are received from the Individual Owners and the County shall have no obligation to construct the Newpark roundabout until such time as the traffic impact fees for the Newpark roundabout are received from the Individual Owners.

Should the Individual Owners desire enhanced landscaping within the County constructed facilities, the Individual Owners may be responsible to maintain such enhanced landscaping.

- 7.7 Snow Removal/Storage. The Individual Owners agree that they shall jointly contract for the maintenance of the common area on their respective parcels including, but not limited to perimeter sidewalks. Such maintenance shall include reasonable snow and ice removal and snow storage per the submitted snow storage exhibit to be included in the Book of Exhibits. The County shall have the right to enforce the snow removal and storage obligations described herein.

Article 8
SUCCESSORS AND ASSIGNS

- 8.1 Binding Effect. This Development Agreement shall be binding on the successors and assigns of the Owner(s) in the ownership or development of any portion of the Village at Kimball Junction.
- 8.2 Sale or Transfer of Parcels. Each of the Individual Owners, in its sole discretion, shall be entitled to sell or transfer all or any portion of such Individual Owner's Property, subject to the terms of this Agreement and upon written notice to the County and subject to obtaining the assumption of Individual Owner's obligations as described below. The party purchasing such Individual Owner's Property (or portion thereof) shall be bound by the terms of this Development Agreement as it relates to the Individual Owner's Property (or portion thereof) sold. Any purchaser of an Individual Owner's Property must acknowledge and accept in writing all obligations under this Agreement applicable to such property. Said acknowledgement must be presented and accepted by the County before any Individual Owner shall be released from any further obligations under this Development Agreement as they relate to the Individual Owner's Property (or portion thereof) sold. Owner All obligations to notify or obtain any consent of the County shall terminate with respect to the portions or parcels on which all of the improvements and obligations of this Agreement applicable to such parcels have been substantially completed.
- 8.3 Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to any Individual Owner's Property, or any portion thereof, shall not be obligated under this Development Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Development Agreement and any amendments hereto which pertain to such Individual Owner's Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of any Individual Owner's Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure shall take such Individual Owner's Property, or portion thereof, subject to any pro rata claims for payments or charges against such Individual Owner's Property, or portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement shall be deemed or construed to permit or authorize any such holder to devote an Individual Owner's Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Development Agreement and any amendments, and, as would be the case in any assignment, the purchaser of such Individual Owner's Property from the holder shall be subject to all of the terms and conditions of this Development Agreement, including the obligation to complete all required amenities and improvements.

Article 9
REVIEW, DEFAULT, TERMINATION AND DISPUTES

- 9.1 Periodic Review. Until its obligations under this Agreement are substantially complete, each Individual Owner shall annually submit to the County a report detailing the progress and status

of its Project under the terms of this Agreement. Said report may be submitted at any time during a calendar year, but in no event later than December 1st of each year. Additionally, the County may initiate a formal review of progress pursuant to this Agreement. If at any time the County determines by substantial evidence that there has been a failure to comply with the terms of this Agreement, the County may initiate an action to declare a Default under the provisions of Section 9.2 or may initiate action to modify the terms of this Agreement, after a public hearing which has been duly noticed by publication, and for which the Individual Owner has received notice.

9.2 Default.

9.2.1 Events of Default. The following shall be deemed events of default under this Development Agreement:

- (a) A warranty, representation or statement made or furnished by an Individual Owner to the County in this Development Agreement, including any attachments hereto, is false or proves to have been false in any material respect when it was made.
- (b) A finding and determination made by the County that, upon the basis of substantial evidence, an Individual Owner has not complied in good faith with one or more of the terms or conditions of this Agreement.
- (c) Any other event, condition, act or omission by an Individual Owner which materially interferes with the intent and objective of this Development Agreement.
- (d) An Individual Owner shall have failed to submit at least one complete application for development under this Agreement within the five (5) year period of this Agreement.

9.2.2 Notice and Cure of Default. After the occurrence of an event of default, the County Council may exercise a right to declare an “Event of Default” authorizing the County to give the Individual Owner (the “Defaulting Party”) written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. The Defaulting Party shall have thirty (30) days from the date of such written notice in which to cure the default. If the default remains uncured after such notice and expiration of the thirty (30) day cure period, the County may terminate this Development Agreement with respect to such Individual Owner’s Property by giving written notice in accordance with the procedure adopted by the County. Failure or delay in giving notice of any Event of Default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty (30) day cure period provided above, in the event more than thirty (30) days are reasonably required to cure an event of default and the Defaulting Party, within the thirty (30) day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as the Defaulting Party is prosecuting those actions diligently to completion.

- 9.2.3 Nothing herein shall constitute a waiver by the County of any claim of default in performance by an Individual Owner, if after receipt of the annual review or upon periodic review by the County, the County does not propose to modify, amend or terminate this Agreement.
- 9.2.4 Non-Waiver. None of the parties hereto waive any claim of defect in performance of this Development Agreement by any other party.
- 9.2.5 Other Remedies. All other remedies at law or in equity which are consistent with the provisions of this Development Agreement are available to the parties to pursue in the event there is a breach.

9.3 Termination.

- 9.3.1 Termination Upon Repudiation before Completion of Development. An express repudiation, refusal or renunciation of this Development Agreement, if the same is in writing and signed by each of the Individual Owners, shall be sufficient to terminate this Development Agreement and a hearing on the matter shall not be required. Notwithstanding any such repudiation, if prior to such repudiation any Individual Owner has applied for and received a development permit, including a grading or building permit, and/or has commenced development in any fashion under this Agreement, the obligations of all other Individual Owners enumerated in Section 7 above, shall remain in full force and effect and shall survive the termination of this agreement.
- 9.3.2 Termination Upon Completion of Development. This Development Agreement shall terminate on the earlier of (a) each Project has been fully developed and the obligations of each Individual Owner and the County in connection therewith are satisfied, or (b) expiration of the term as set forth in paragraph 10.5. Upon such occurrence, an Individual Owner may request that the County record a notice that this Development Agreement has been fully performed and therefore terminated as to such Individual Owner's Property.
- 9.3.3 Termination upon Default. This Agreement shall be subject to termination by the County Council prior to the completion of such Individual Owner's Project when an Event of Default by such Individual Owner, with respect to an Individual Owner's Property, remains unresolved after notice and the opportunity to cure provided by Section 9.2. The termination of this Agreement shall be exercised by the County Council after written notice to all parties and after a public hearing providing all parties and members of the public an opportunity to be heard on the appropriateness of termination. The County Council may determine that upon termination, certain obligations of the Individual Owner survive the termination of this Agreement.
- 9.3.4 Effect of Termination on Owner Obligations. Termination of this Development Agreement with respect to an Individual Owner's Property shall not affect any other Individual Owner's obligation to comply with the terms and conditions of any

applicable zoning, subdivision plat, site plan, building permit, or other land use entitlement approved with respect to such Individual Owner's Project, nor shall it affect any other covenants or other development requirements specified or created pursuant to this Development Agreement. Termination of this Development Agreement with respect to an Individual Owner's Property shall not affect or invalidate such Individual Owner's obligations under Article 7 or its obligations of indemnification and defense under Section 10.17 or the survival provisions of Section 8.1. Termination of this Agreement shall not affect or invalidate in any manner the following specific obligation of an Individual Owner which shall survive any termination of this Agreement: the obligation to contribute land necessary for roundabouts as described in the Book of Exhibits.

9.3.5 Effect of Termination on the County Obligations. Upon any termination of this Development Agreement with respect to an Individual Owner's Property, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Development Agreement and any amendments hereto shall no longer be vested by reason of this Development Agreement with respect to any portion of the such Individual Owner's Project then undeveloped and not then covered by a building permit application. Those undeveloped portions of such Individual Owner's Project may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by this Development Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of such Individual Owner's Project.

9.3 Disputes. In the event that a dispute arises in the interpretation or administration of this Agreement, an Individual Owner may request a formal decision of the Director which may be appealed pursuant to the provisions of Summit County Code §10-9-21.

9.4 Institution of Legal Action. In addition to any other rights or remedies, any party to this Agreement may institute legal action to cure, correct or remedy an default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Third Judicial District Court of the County of Summit, State of Utah.

9.5 Other Enforcement. Notwithstanding any provision of this Agreement, the parties recognize that under the police powers granted to it, the County has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by any method allowed by law, including injunctive relief. The County shall be free from any liability arising out of the exercise of its rights under this paragraph.

Article 10

GENERAL TERMS AND CONDITIONS

10.1 No Addition to Project. No property may be added to the Land or to the Village at Kimball Junction SPA for purposes of this Development Agreement, except by written amendment hereto. This Development Agreement shall not affect any land other than the Land.

- 10.2 Development Agreement to run with the Land. This Development Agreement and any amendments hereto shall be recorded against the Land. The agreements contained herein shall be deemed to run with the land for the duration of this Agreement and shall be binding on and shall inure to the benefit of all successors in ownership of the Project.
- 10.3 Construction of Development Agreement. This Development Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested development rights under this Development Agreement.
- 10.4 Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to the Village at Kimball Junction SPA and other properties, that language shall be deemed to refer to laws, which apply to all other developed and subdivided properties within the Snyderville Basin of Summit County.
- 10.5 Duration. The term of this Development Agreement shall commence on the date of recordation of this Development Agreement and expire five (5) years thereafter. The parties may request a one (1) time extension for another five (5) years from the Summit County Council prior to the expiration of this Agreement. The grant of an additional term by the Summit County Council done in open session shall extend the duration of this Agreement for an additional five (5) years from the original effective date.
- 10.6 Amendments.
- 10.6.1 Substantial Amendments. Any amendment to this Development Agreement that alters or modifies the Term, permitted uses, increased density of more than ten percent (10%) or increased intensity of use, deletion of any major public amenity described herein, or provisions for reservation and dedication of land, including open space dedications, shall be deemed a “**Substantial Amendment**” and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the Summit County Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment.
- 10.6.2 Administrative Amendments. Unless otherwise provided by law, all amendments to this Development Agreement that are not Substantial Amendments shall be Administrative Amendments and shall not require a public hearing or recommendation of the Planning Commission prior to the execution by the parties of such an amendment. The Director is hereby empowered to make all final administrative amendment decisions.
- 10.6.3 Effect of Amendments. Any amendment to this Development Agreement shall be operative only as to those specific portions of this Development Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

10.6.4 Approvals. Any amendment to this Development Agreement, whether a Substantial Amendment, Administrative Amendment or other, shall require the approval of: (a) the Responsible Owners under that certain Total Restatement of Declaration of Covenants, Conditions and Restrictions, Grant of Easements recorded on April 2, 2007 as Entry No. 808708 in Book 1856, Pages 1070-1112 of the official records of Summit County, Utah as amended by First Amendment to Total Restatement of Declaration of Covenants, Conditions and Restrictions, Grant of Easements recorded on May 28, 2010 as Entry No. 899517 in Book 2033, Page 1728 of the official records of Summit County, Utah; and (b) the owner (or owners) of the parcel (or parcels) which is (are) the subject of the amendment.

10.6.5 Additional Property. The Development Agreement may be amended, in accordance with the provisions of this Section 10.6, to include additional property provided the use of such additional property shall be consistent with the use of adjacent properties.

10.7 Conflicts.

10.7.1 To the extent there is any ambiguity in or conflict with the provisions of this Development Agreement and the Village at Kimball Junction SPA Plan Book of Exhibits (including, without limitation, the Approved Uses, Final Site Plan, Landscaping Plan, and Architectural Design Guidelines therein), the more specific provision or language shall take precedence over more general provisions or language.

10.7.2 The County has reviewed the Code and General Plan and has determined that Owners have substantially complied with the provisions thereof and hereby finds that the Village at Kimball Junction SPA is consistent with the purpose and intent of the relevant provisions of the Snyderville Basin Development Code and General Plan. The parties agree that the omission of a limitation or restriction herein shall not relieve Owners of the necessity of complying with all applicable County Ordinances and Resolutions not in conflict with the provisions of this Development Agreement, along with all applicable state and federal laws.

10.8 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Development Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Development Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Development Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Development Agreement shall remain in full force and effect.

10.9 No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Development Agreement is amended by vote of the Summit County Council taken with the same formality as the vote approving this Development Agreement, no officer, official or agent of the County has the

power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

10.11 Entire Agreement. This Development Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Development Agreement may not be modified or amended except in writing mutually agreed to and accepted by all of the parties to this Development Agreement.

10.12 Notices. Any notice, confirmation or other communication hereunder (each, a “**Notice**”) shall be given in writing by certified mail, postage prepaid, or personally or by nationally-recognized overnight courier, at the following addresses, or by facsimile to the following facsimile numbers provided the transmitting facsimile machine shall automatically prepare a confirmation or successful facsimile transmission:

To the County:

The Summit County Council
Summit County Courthouse
P.O Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3030

Summit County Director of Community Development
P.O Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3046

With a copy to:

Jami Brackin
Deputy Summit County Attorney
P.O. Box 128
Coalville, Utah 84017
Facsimile: (435) 336-3287

To Owners:

Steve Sorensen
Smith’s Food & Drug Stores
1550 South Redwood Road
Salt Lake City, Utah 84104
Facsimile: (801) 974-1220

Todd Fuller
Wells Fargo Bank, National Association
299 South Main Street, 8th Floor
Salt Lake City, Utah 84111
Facsimile: (801) 246-1330

Paul Hitzelberger
Utah Del, Inc.
4760 South Highland Drive #604
Salt Lake City, Utah 84117
Facsimile: (435) 658-3393

Ross Varner
OBK Kimball Junction, LLC
4590 South 2770 East
Holladay, Utah 84117

Tom Berggren
Jones Waldo
170 South Main Street #1500
Salt Lake City, Utah 84101
Facsimile: (801) 328-0537

With a copy to:

Stephen K. Christensen
Nelson Christensen Hollingworth & Williams
68 South Main Street, 6th Floor
Salt Lake City, Utah 84101
Facsimile: (801) 363-3614

or to such other addresses or the attention of such other person as any party or its successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

- 10.13 Applicable Law. This Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.
- 10.14 Execution of Development Agreement. This Development Agreement and any amendments hereto may be executed in multiple counterparts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

10.15 Indemnification.

10.15.1 By Individual Owners. Each Individual Owner agrees to indemnify and hold the County, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from any and all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within such Individual Owner's Property or in connection with any off-site work done for or in connection with the Project which shall be caused by any acts or omissions of such Individual Owner or its assigns or of any of their agents, contractors, servants, or employees at any time except if caused by the act or negligence of the County, its officers, employees, representatives, agents or assigns.

The County shall give written notice of any claim, demand, action or proceeding which is the subject of any Individual Owner's hold harmless agreement as soon as practicable but not later than (10) days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the County shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

10.16 Relationship of Parties. The contractual relationship between the County and the Owners arising out of this Development Agreement is one of independent contractor and not agency. It is specifically understood by the parties that: (a) the Village at Kimball Junction SPA is a private development; (b) the County has no interest in, responsibilities for, or duty to third parties concerning any improvements to the properties within the Project unless the County accepts the improvements pursuant to the provisions of this Development Agreement or in connection with subdivision plat, site plan, deed, or map approval; and (c) the Owners shall have the full power and exclusive control of the Project subject to the obligations set forth herein.

10.17 No Third Party Beneficiaries. This Development Agreement is not intended to affect or create any rights or obligations on the part of third parties.

10.18 Computation of Time. In computing any period of time pursuant to this Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

10.19 Titles and Captions. All section titles or captions contained in this Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

10.20 Savings Clause. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this

Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

- 10.21 Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.
- 10.22 Severability. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Development Agreement can be enforced without failure of material consideration to any party, then the remainder of this Development Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of this Development Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, the Owner or the County shall have the right in their sole and absolute discretion to terminate this Development Agreement by providing written notice of such termination to the other party.
- 10.23 Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the County has no interest therein except as authorized in the exercise of its governmental functions. The Project is not a joint venture, and there is no such relationship involving the County.

IN WITNESS WHEREOF, this Development Agreement has been executed by the Individual Owners and Summit County, acting by and through the Summit County Council of Summit County, State of Utah, pursuant to Ordinance _____, authorizing such execution, and by a duly authorized representative of Owner, as of the above stated date.

[Signature Pages Follow]

SUMMIT COUNTY COUNCIL

By:

, Chair

Acknowledgement

Summit County Clerk

Approved as to Form

Summit County Attorney

UTAH DEL, INC.
a Utah corporation

By: _____
Its: _____

SMITH'S FOOD & DRUG CENTERS, INC.
an Ohio corporation

By: _____
Its: _____

OBK KIMBALL JUNCTION, LLC
a Delaware limited liability company

By: O'Brien Kiernan Investment Co.
Its: Manager

By: _____
Its: _____

WELLS FARGO, N.A.,
Personal Representative of
The Estate of John W. Jarman

By: Todd Fuller, Assistant Vice President

STATE OF UTAH
COUNTY OF _____

On the _____ day of _____, 2011 personally appeared before me _____ who duly acknowledged to me that he executed the foregoing document as _____ of UTAH DEL, INC..

Notary Public

STATE OF UTAH
COUNTY OF _____

On the _____ day of _____, 2011 personally appeared before me _____ who duly acknowledged to me that he executed the foregoing document as _____ of SMITH'S FOOD & DRUG CENTERS, INC.

Notary Public

STATE OF _____
COUNTY OF _____

On the _____ day of _____, 2011 personally appeared before me _____ who duly acknowledged to me that he executed the foregoing document as _____ of O'Brien Kiernan Investment Co., the manager of OBK KIMBALL JUNCTION, LLC, a Delaware limited liability company.

Notary Public

STATE OF UTAH
COUNTY OF _____

On the _____ day of _____, 2011 personally appeared before me Todd Fuller who duly acknowledged to me that he executed the foregoing document as Assistant Vice President of WELLS FARGO, N.A., Personal Representative of The Estate of John W. Jarman

Notary Public

EXHIBIT "A"
Del Taco Property

All of Lot 4A of the Village at Kimball Junction SPA subdivision according to the official plat thereof on file and of record in the Summit County Recorder's Office.

EXHIBIT "B"
Smith's Property

All of Lot 2 of the Village at Kimball Junction SPA subdivision plat according to the official plat thereof on file and of record in the Summit County Recorder's Office.

EXHIBIT “C”
OBK Property

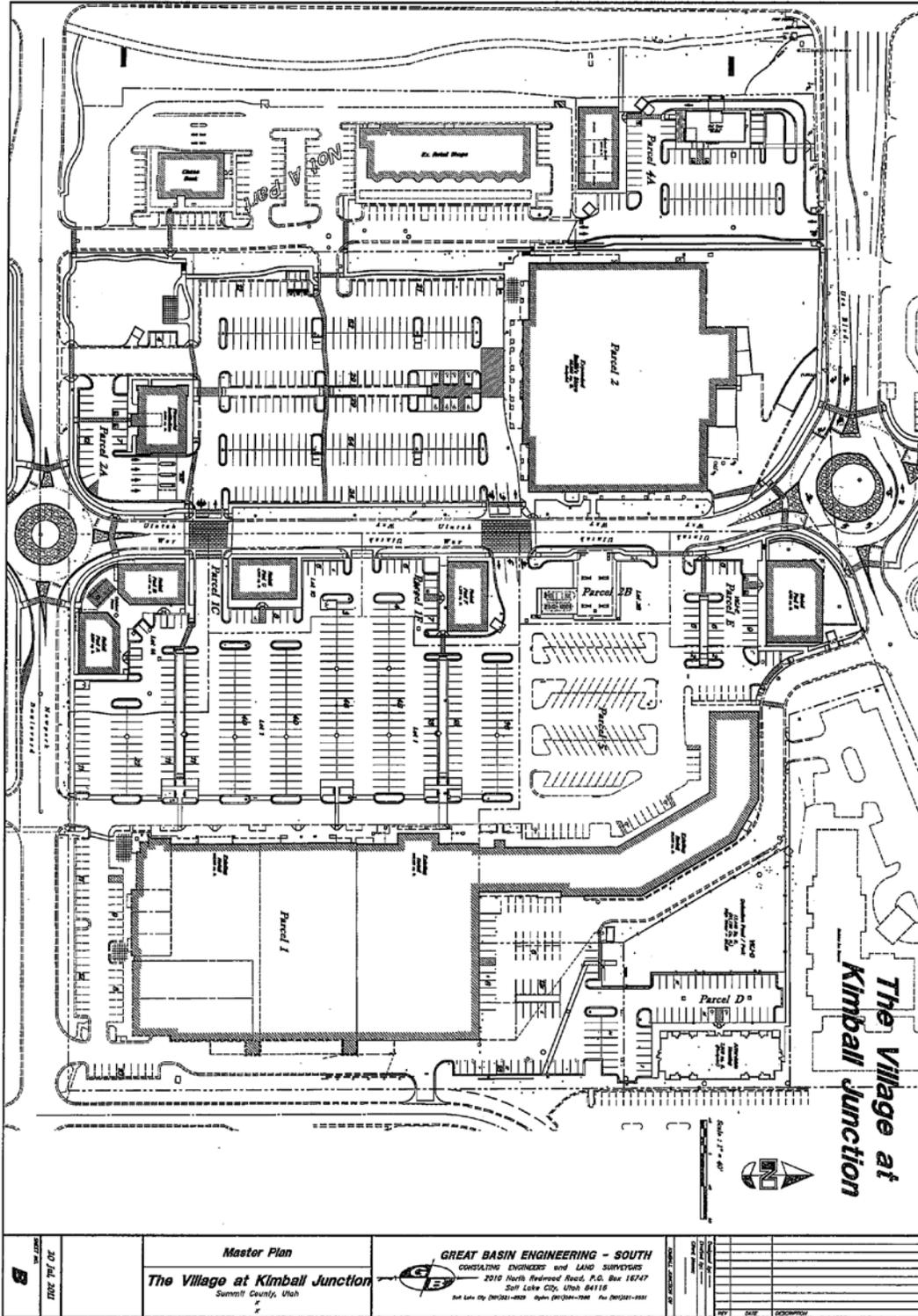
All of Lots 1A, 1C, 1F, 2B, Lot 1E, 1D and a portion of Lot 1 of the Village at Kimball Junction SPA subdivision according to the official plat thereof on file and of record in the Summit County Recorder’s Office.

EXHIBIT "D"
Jarman Property

All of Lot 2A of the Village at Kimball Junction SPA subdivision according to the official plat thereof on file and of record in the Summit County Recorder's Office.

EXHIBIT "E"
Village at Kimball Junction SPA Plan

\\smc072\Dwgs\Kimball Junction OV.dwg, 8/5/2011 2:44:32 PM, SHARP MX-M350N PCL6_T1, 1:3.99148, BPH



	Master Plan The Village at Kimball Junction Summit County, Utah	GREAT BASIN ENGINEERING - SOUTH CONSULTING ENGINEERS and LAND SURVEYORS 2010 North Redwood Road, P.O. Box 16747 Salt Lake City, Utah 84116 Salt Lake City (801)581-8888 Ogden (801)581-1288 Provo (801)581-8881	Date: 8/5/2011 Time: 2:44:32 PM User: SHARP
	2011 Jul 20 2011 2011 Jul 20 2011	2011 Jul 20 2011 2011 Jul 20 2011	2011 Jul 20 2011 2011 Jul 20 2011

EXHIBIT “F”
Uses

Smith’s Parcel A (Store Parcel)

Banks and Financial Services; Dwelling Unit, Accessory; ; Nursery, Retail; Offices, General; Offices Medical and Dental; Parking Lot; Recycling Facilities, Class I; Restaurant, Deli or take out; Restaurant, Full Service; Retail Sales, Food; Retail Sales, General; Retail Sales, larger than 40,000, less than 60,000 sq ft in size; Retail Sales, up to 70,000sq ft in size; Satellite Dish Antenna; Seasonal Plant & Agricultural Sales with associated temporary structures; Signs; Indoor Sports/Gym/Workout facility; Telecommunication Facilities, Co-Location; Temporary Structures (excluding temporary vending); Trails.

Smith’s Parcel B (Fuel Center Parcel)

Gas and fuel, storage and sales, with attendant kiosk and incidental sales; Nursery, Retail; Offices,; Parking Lot; Recycling Facilities, Satellite Dish Antenna; Seasonal Plant & Agricultural Sales with associated temporary structures; SignsTemporary Structures (excluding temporary vending); Trails.

OBK Parcel (New Pads Only)

Dwelling Unit, Accessory; Nursery, Retail; Offices, General; Offices Medical and Dental; Parking Lot; Recycling Facilities, Class I; Restaurant, Deli or take out; Restaurant, Full Service; Retail Sales, Food; Retail Sales, General; Satellite Dish Antenna; Seasonal Plant & Agricultural Sales with associated temporary structures; Signs; Indoor Sports/Gym/Workout facility; Telecommunication Facilities, Co-Location; Temporary Structures (excluding temporary vending); Trails; Veterinarian – Small Animal in conjunction with Pet Store.

Jarman Parcel

Banks and Financial Services; Dwelling Unit, Accessory; Offices, General; Offices Medical and Dental; Parking Lot; Recycling Facilities, Class I; Restaurant, Deli or take out; Restaurant, Full Service; Retail Sales, General; Satellite Dish Antenna; Signs

Utah Del Parcel

Dwelling Unit, Accessory; Offices, General; Offices Medical and Dental; Recycling Facilities, Class I; Restaurant, Deli or take out; Restaurant, Drive-in or Drive-up Window; Restaurant, Full Service; Retail Sales, General; Satellite Dish Antenna; Signs; Trails.

NOTE: The only drive-through facilities allowed on any parcel will be the fuel center on the Smith's Parcel, the financial services facility on the Jarman Parcel, and the restaurant facility on the Utah Del Parcel.

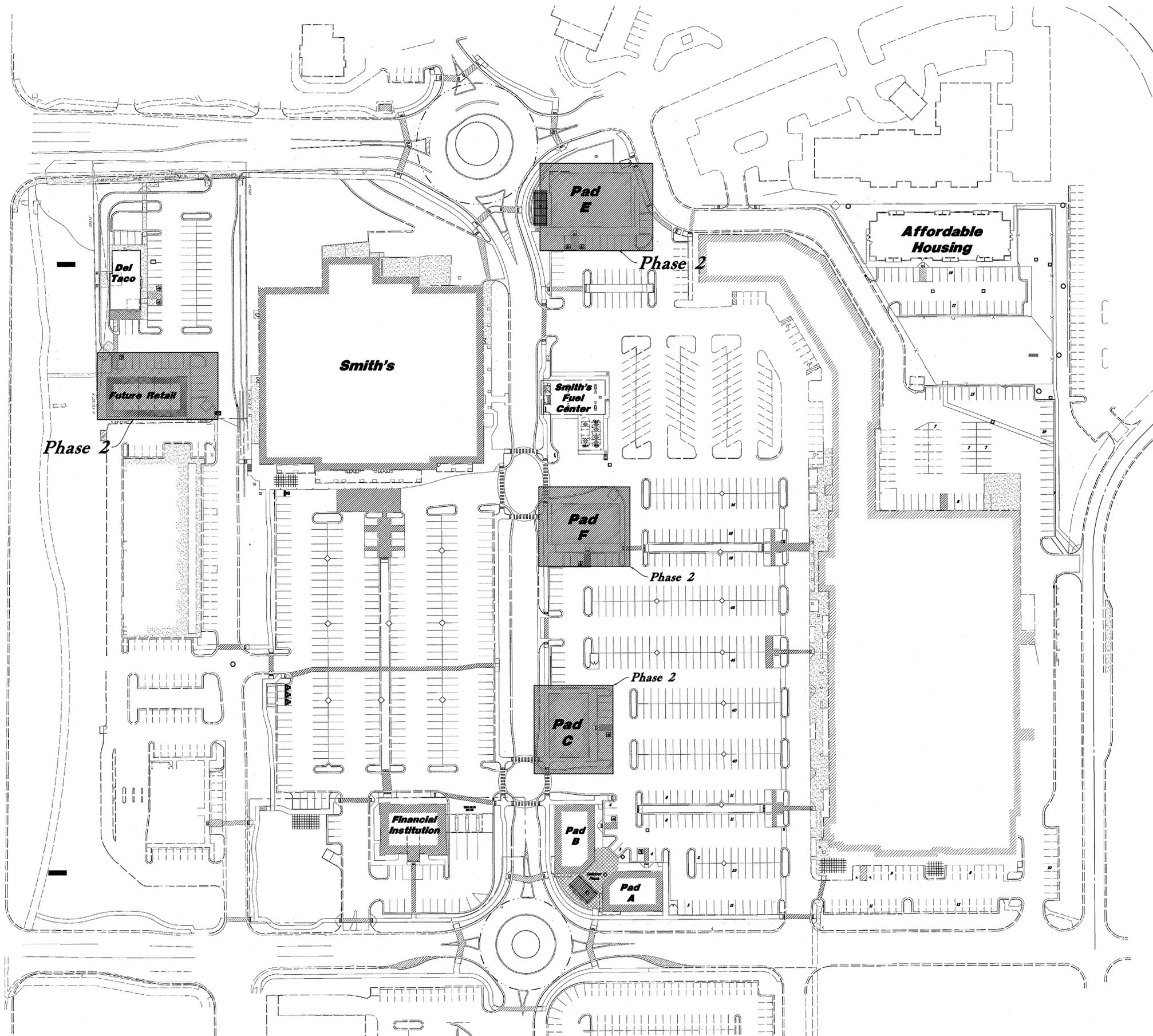
Scale : 1" = 60'



Phase 1 includes all proposed areas of construction not shown in Phase 2 limits



Phase 2 Limits



REV	DATE	DESCRIPTION

Designed by: ---
 Drafted by: ---
 Client Name: ---

File Name

GREAT BASIN ENGINEERING - SOUTH
 CONSULTING ENGINEERS and LAND SURVEYORS
 2010 North Redwood Road, P.O. Box 16747
 Salt Lake City, Utah 84116
 Salt Lake City (801)521-8529 Ogden (801)394-7288 Fax (801)521-9551



Phasing Plan
The Village at Kimball Junction
 Summit County, Utah

15 Mar, 2012

SHEET NO.

1

Exhibit G1



FRONT ELEVATION

SCALE: 3/32" = 1'-0"



REAR ELEVATION

SCALE: 3/32" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 3/32" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 3/32" = 1'-0"

Ross Varner Owner
4590 South 2770 East
Holladay, Utah 84117
Phone: 801-274-2209

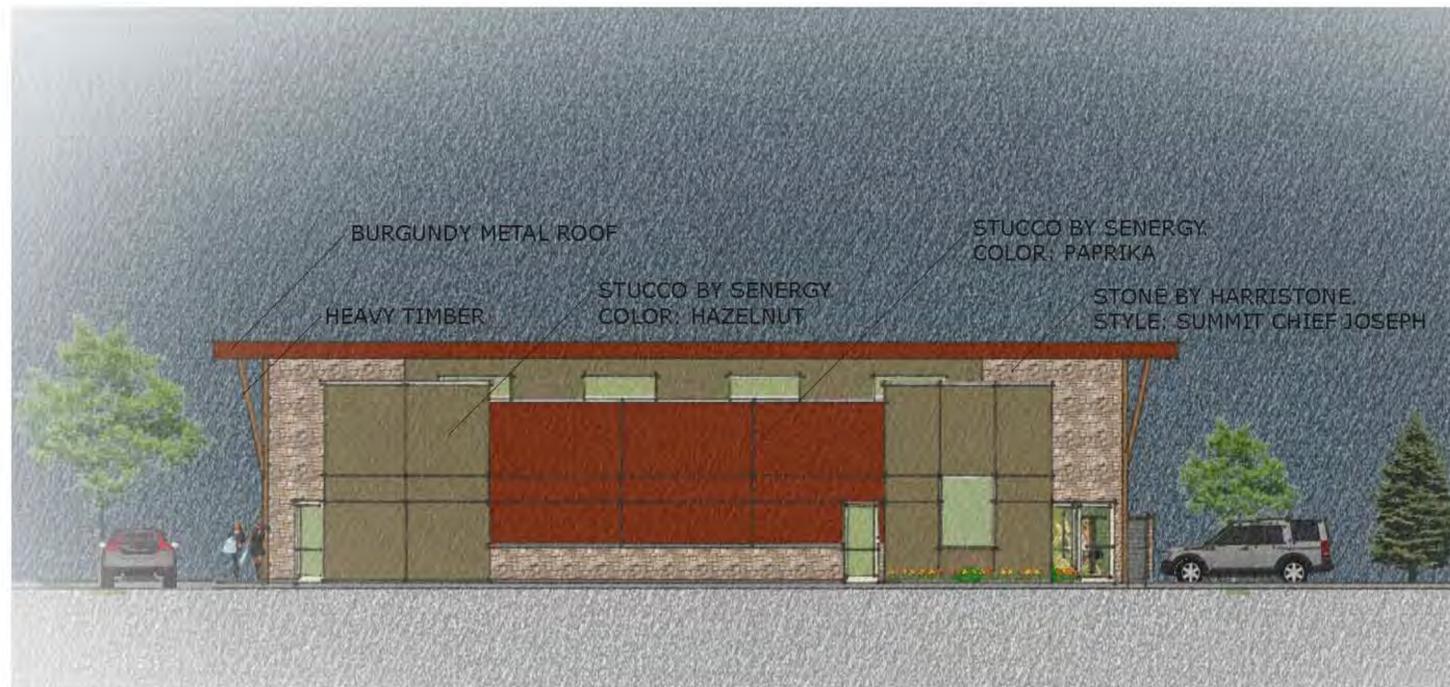
THE VILLAGE AT KIMBALL JUNCTION
SUMMIT COUNTY, UTAH

Harold P. Woodruff Architect\Planner
223 East 800 South
Salt Lake City, Utah 84111
Phone: 801-355-8684



1107aeldb\master.dr
DATE: 11/17/2011

E



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION

Exhibit G3



SOUTH ELEVATION



EAST ELEVATION



EXHIBIT "A"



NORTH ELEVATION



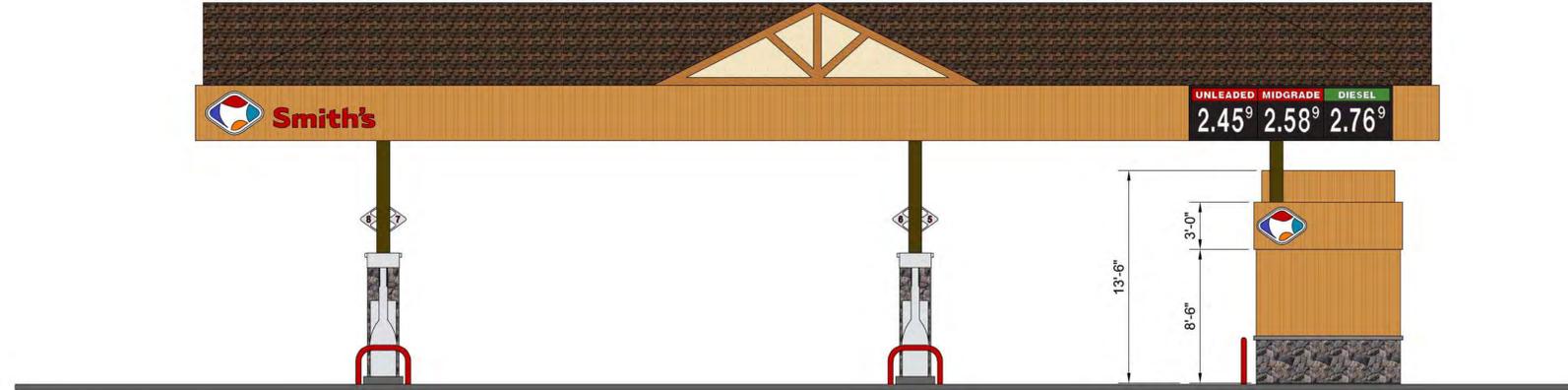
WEST ELEVATION

Del Taco
Kimball Junction

Smith's Fueling Center

Exhibit G4

KIMBALL JUNCTION, UT #S072



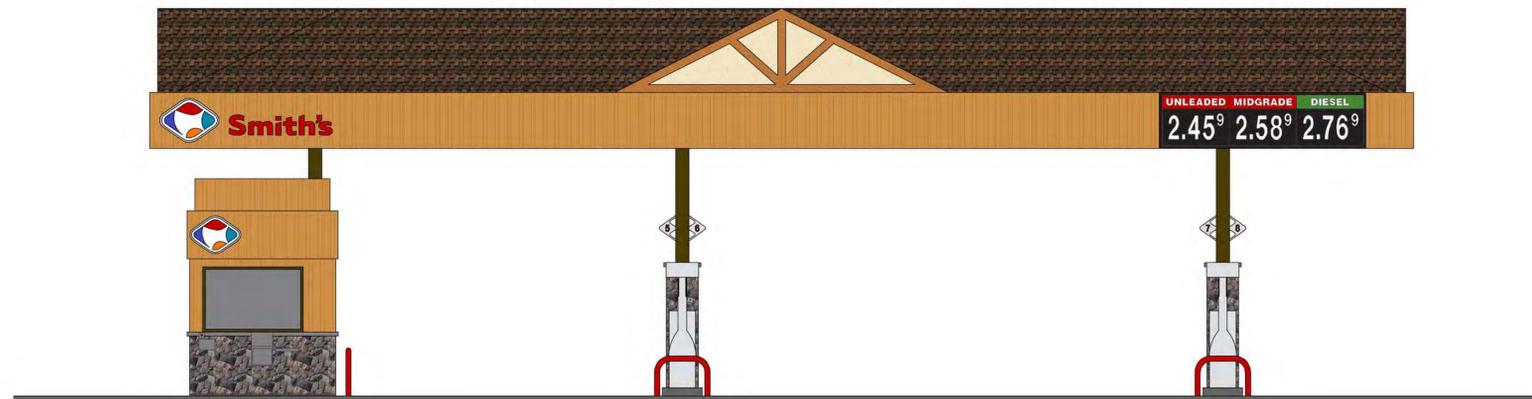
NORTH ELEVATION
SCALE: 3/16"=1'-0"



EAST ELEVATION
SCALE: 3/16"=1'-0"



WEST ELEVATION
SCALE: 3/16"=1'-0"



SOUTH ELEVATION
SCALE: 3/16"=1'-0"



SOUTH EXTERIOR ELEVATION

← NEW CONSTRUCTION

EXISTING CONSTRUCTION →



Exhibit G5



OVERALL VIEW



BUILDING PADS A AND B

Exhibit G6

Exhibit G7



BUILDING PAD C

Exhibit G8



BUILDING PAD E



BUILDING PAD E

Exhibit G9

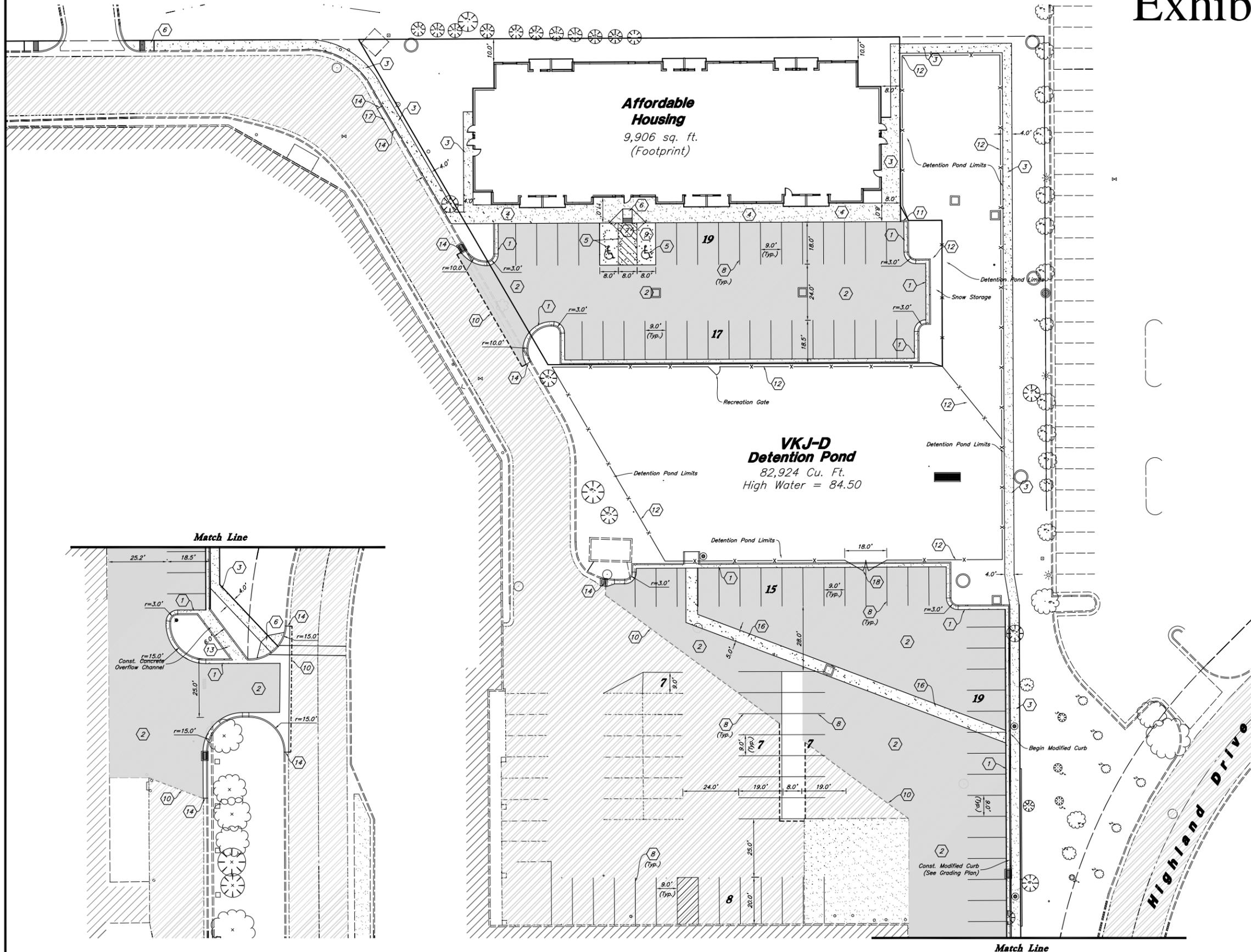


BUILDING PAD F

Exhibit H1



Scale : 1" = 20'



Site Construction Notes

- 1 Const. 24" Curb & Gutter
- 2 Const. Asphalt Paving
- 3 Const. Conc. Sidewalk
- 4 Const. Thickened Edge Sidewalk
- 5 Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- 6 Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Edition)
- 7 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- 8 Const. 4" White Paint Stripe (Typ.)
- 9 Const. Conc. Paving
- 10 Sawcut; Provide Smooth Clean Edge
- 11 Const. 6" Raised Curb
- 12 Const. Chain Link Fence
- 13 Const. Drainage Channel
- 14 Connect and Match Existing Grade
- 15 Const. Stop Sign per MUTCD R1-1
- 16 Const. 5.0' Concrete Waterway
- 17 Const. 30" Curb & Gutter
- 18 Const. Access & Maintenance Gate

General Site Notes:

1. Stalls designated as Accessible will require a painted Accessible symbol and sign. (See Details)
2. Fire lane markings and signs to be installed as directed by the Fire Marshall.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. All dimensions are to back of curb unless otherwise noted.
5. Const. curb transition at all points where curb abuts sidewalk, see detail.

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS and LAND SURVEYORS
2010 North Redwood Road, P.O. Box 16747
Salt Lake City, Utah 84116
Open: (801)394-7288 Fax: (801)521-9551
Salt Lake City (801)521-8529

Site Plan
Affordable Housing
Address at Kimball Junction
Summit County, Utah



9 Dec, 2011

SHEET NO.
C1.1

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Exhibit H4

General Site Notes:

- All dimensions are to back of curb unless otherwise noted.
- Contractor to repair and/or replace all landscaping and sprinkling systems damaged or altered due to construction
- Should discrepancies be found between the civil and architectural drawing, the civil plans shall govern.
- Contractor shall paint the canopy collection boxes white to match the decking color.



Scale : 1" = 10'

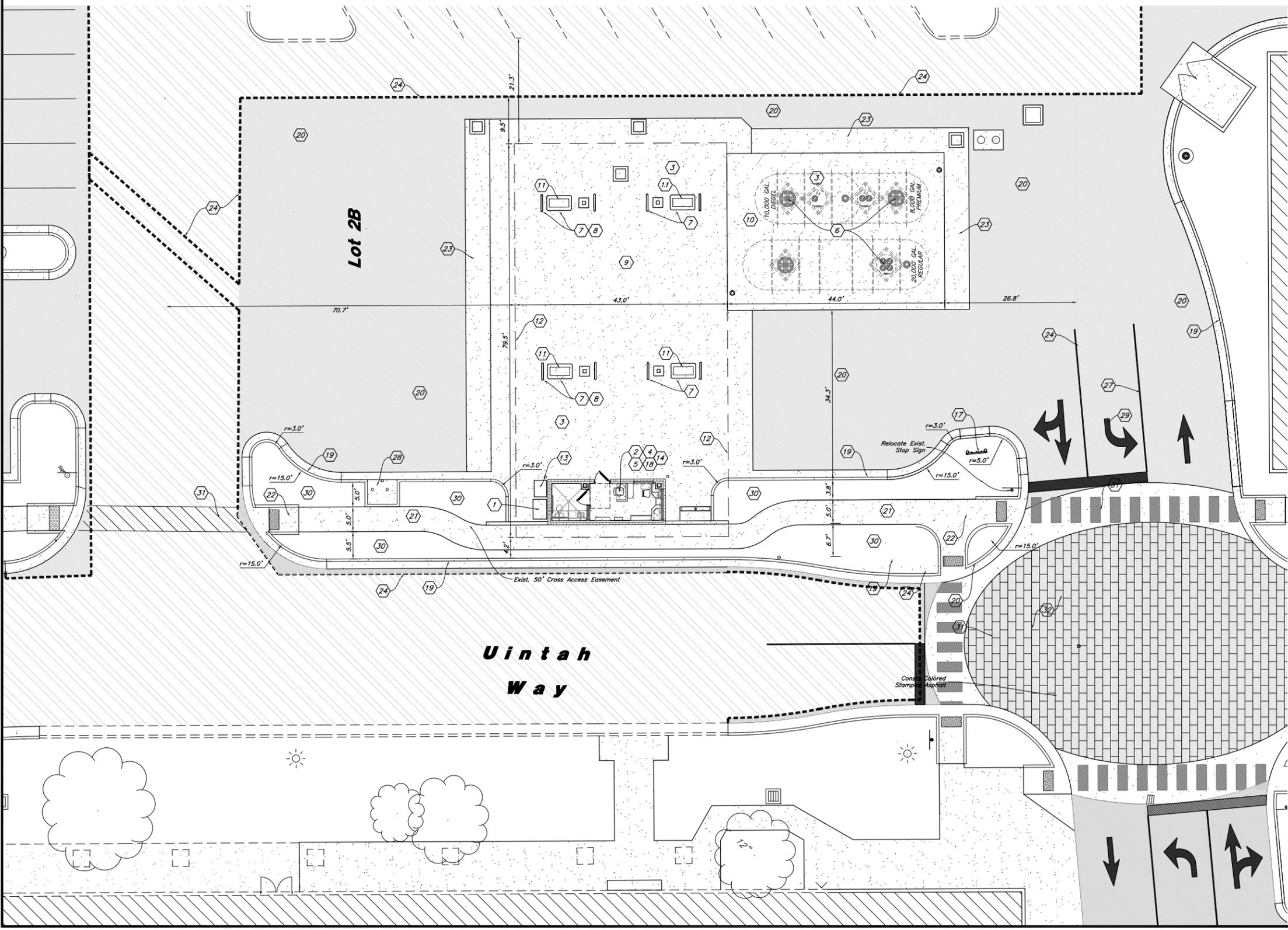


Site Data

Site Area = 20,500 s.f. (0.47 ac.)
 Landscape Area Provided = 1,293 s.f. (6.3%)
 Building Area = 218 s.f. (1.1%)
 Impervious Area = 18,989 s.f. (92.6%)
 Parking Provided = See Store Parking Lot

Gas Station Notes:

- GC to Supply, Assemble and Install 4'x2' Outside Wood Shed
- Install roof penetration in kiosk and weather proof for speaker/camera wire installation.
- All concrete slabs shall be cleaned and sealed by Owner. Contractor shall coordinate with the Owner provided Contractor (White Mountain, Mike Letts 801-547-9278).
- Provide caulking and painting as necessary to touch up exterior panels of the kiosk.
- GC is to Caulk inside and outside of Kiosk in conjunction with Galway Foundation Detail.
- Clean and paint the tank manhole covers. Paint fuel designations at the drop tubes with the correct color and name.
 All paints specified are Sherwin Williams Industrial Enamel B66-Ovoc Series. When painting manholes, the rim of the manhole that is embedded in the concrete should be painted along with the manhole lid.
 Regular Unleaded SW4089, Pure White with a Black cross.
 Premium Unleaded SW4081, Safety Red with a White cross.
 SW4084, Safety Yellow
- Paint all ballards and island forms with Contractor supplied Sherwin Williams Industrial Enamel B66-Ovoc Series Paint.
- Install a diesel tee, plug, and fittings in the MPD sumps of the islands with diesel.
- Construct 6" Thick Concrete Canopy Drive Slab w/ Fiber Mesh
- Construct 8" Thick Concrete Tank Pad w/ Fiber Mesh & Rebar Reinforcing. (See Architectural Plans for Section)
- Contractor Shall Construct Dispenser Islands with Expansion Joint around Island & Bollard Protection. Install Fuel Dispenser (See Arch Plans) (Typ)
- Overhead Canopy System Supplied and installed by others. General Contractor to install Footings, Conduits, & Conductors per Drawings by Madison Industries.
- Vending Machines (Typ.)
- General Contractor to Const. Floor and Foundation then Place Prefabricated Kiosk
- Oil Water Separator. Coordinate with Utility Plan.
- Const. 4'x6'x6" Concrete Pad for Air/Water. See Arch. Plans for Section.
- Const. Remote Tank Vent Risers.
- GC to Install Mechanical Equipment Screen Provided by Others
- Const. 24" Curb & Gutter
- Const. Asphalt Paving
- Const. Conc. Sidewalk
- Const. ADA Accessible Ramp
- Const. 5' Conc. Waterway
- Sawcut; Provide Smooth Clean Edge
- Const. Asphalt Markings per MUTCD (Typ.)
- Const. Stop Sign per MUTCD R1-1
- Const. 4" Yellow Paint Stripe (Typ.)
- Const. Conc. Paving
- Const. 4" White Paint Stripe
- Landscape, See Landscape Plans
- Const. Yellow Paint Hatching 45° @ 2.0' O.C.
- Const. Conc. Scoring at Intersection

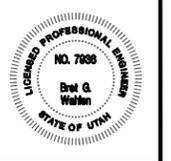


Designed by:
 Drafted by:
 Client Name:
 Smith's Food and Drug

SMC072GAS-SP

GREAT BASIN ENGINEERING - SOUTH
 CONSULTING ENGINEERS and LAND SURVEYORS
 2010 North Redwood Road, P.O. Box 16747
 Salt Lake City, Utah 84116
 Open (801)394-7288 Fax (801)321-8851
 Salt Lake City (801)321-8829

SPA Site Plan
Smith's Fuel Center #72
 Village at Kimball Junction
 1725 Uintah Way
 Summit County, Utah



11 Nov, 2011

SHEET NO.
C1.1

Smith's
 FOOD & DRUG STORES
 1550 South Redwood Road
 Salt Lake City, Utah 84104
 Telephone (801) 974-1400

#72
 Summit County, Utah

W:\smc072\Draws\SMC072GAS-SP.DWG, 3/12/2012 4:36:28 PM, shaun,
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Exhibit H5-a



Scale : 1" = 20'



Site Data
 Site Area = 256,253 s.f. (5.883 ac.)
 Landscape Area Provided = 43,777 s.f. (17.1%)
 Impervious Area Provided = 160,610 s.f. (57.1%)
 Total Building Area = 66,066 s.f. (25.8%)
 Parking Provided = 266 stalls (4.1/1,000)

Site Construction Notes

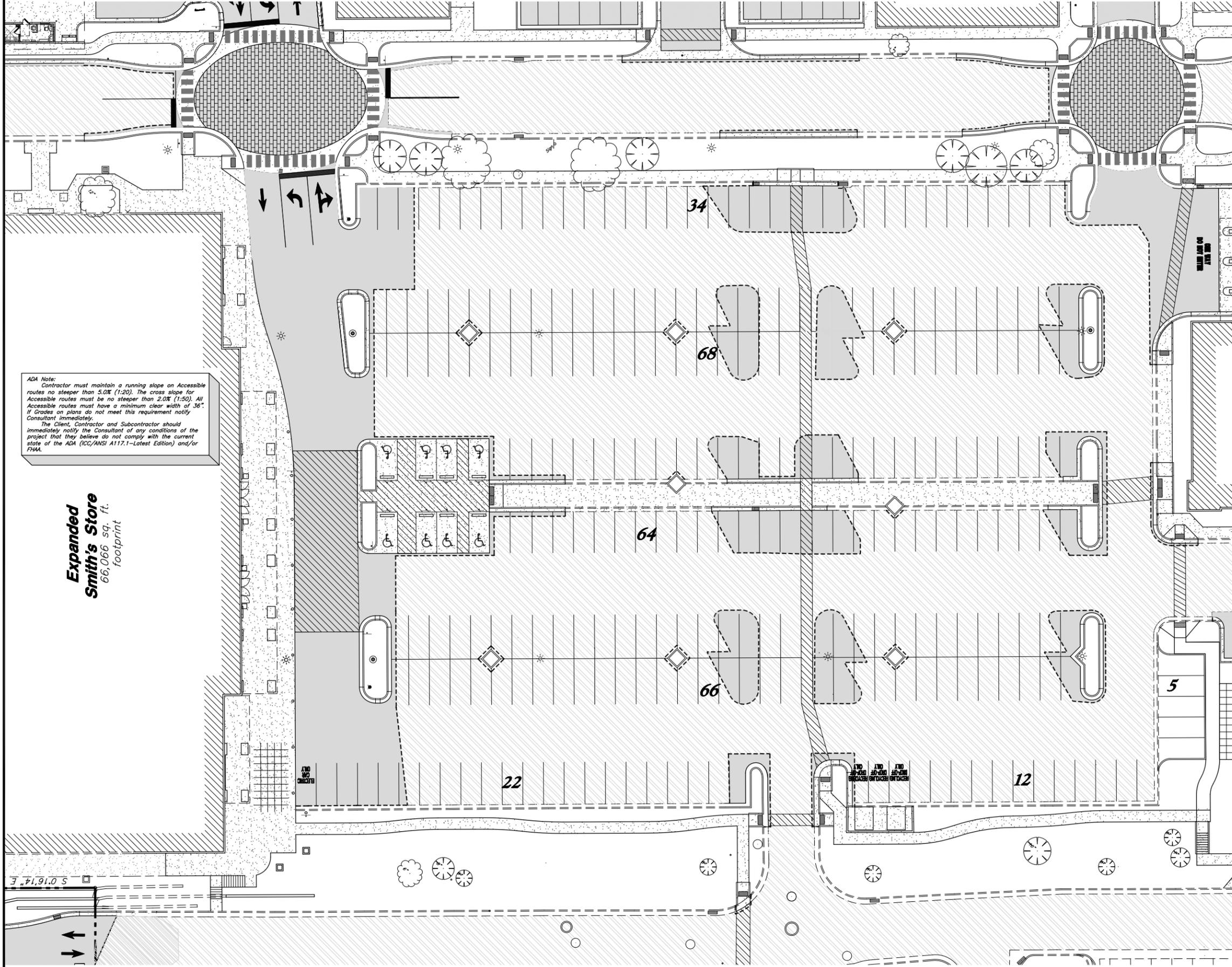
- 1 Const. 24" Curb & Gutter
- 2 Const. Asphalt Paving
- 3 Const. Conc. Sidewalk
- 4 Const. Thickened Edge Sidewalk
- 5 Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions) (Typ.)
- 6 Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Edition)
- 7 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Editions) (Typ.)
- 8 Const. 4" White Point Stripe (Typ.)
- 9 Const. Conc. Paving
- 10 Sawcut; Provide Smooth Clean Edge
- 11 Recycling Enclosure
- 12 Const. Directional Arrows per MUTCD
- 13 Const. 24" White Stop Bar
- 14 Const. Conc Wheel Stop (Typ.)
- 15 Const. Stop Sign per MUTCD R1-1
- 16 Const. Electrical Vehicle Charging Stations (See Site Electrical Plan)
- 17 Const. "Electric Vehicle Charging Station" Sign
- 18 Const. 30" Curb & Gutter
- 19 Const. 2" Asphalt Overlay
- 20 Const. 12" Dia. Precast Conc. Bollard (Typ.)
- 21 Const. Conc. Waterway
- 22 Landscape Area, See Landscape Plan (Typ.)

General Site Notes:

1. Stalls designated as Accessible will require a pointed Accessible symbol and sign. (See Details)
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. All dimensions are to back of curb unless otherwise noted.
5. Const. curb transition at all points where curb abuts sidewalk, see detail.

ADA Note:
 Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1:20). The cross slope for Accessible routes must be no steeper than 2.0% (1:50). All Accessible routes must have a minimum clear width of 36". If Grades on plans do not meet this requirement notify Consultant immediately.
 The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of the ADA (ICC/ANSI A117.1-Latest Edition) and/or FHAA.

**Expanded
 Smith's Store**
 66,066 sq. ft.
 footprint



Smith's
 FOOD & DRUG STORES
 1550 South Redwood Road
 Salt Lake City, Utah 84104
 Telephone (801) 974-1400

72
 Summit County, Utah

DESIGNED BY	DATE	REVISION
Designed by: KR		
Drafted by: BPH		
Client Name:		
Smith's Food and Drug		
SMC072-SP		

GREAT BASIN ENGINEERING - SOUTH
 CONSULTING ENGINEERS and LAND SURVEYORS
 2010 North Redwood Road, P.O. Box 16747
 Salt Lake City, Utah 84116
 Salt Lake City (801) 921-8229 Open (801) 394-7288 Fax (801) 921-9551

SPA Site Plan
Smith's Building Expansion
 Village at Kimball Junction
 1725 Uintah Way
 Summit County, Utah



11 Nov, 2011
 SHEET NO.
C1.1

Exhibit H6-a



Site Data - Parcel J
 Site Area = 306,995 sq. ft. (7.046 ac.)
 Landscape Area Provided = 21,396 sq. ft. (7.0%)
 Impervious Area Provided = 182,490 sq. ft. (59.4%)
 Exis. Building Area = 103,129 sq. ft. (33.6%)
 Parking Required = 1,250 stalls = 413 stalls
 Parking Provided = 413 stalls (4/1,000)

Site Data - Parcel IA
 Site Area = 33,871 sq. ft. (0.778 ac.)
 Landscape Area Provided = 3,760 sq. ft. (10.0%)
 Impervious Area Provided = 21,990 sq. ft. (58.2%)
 Building Area = 7,774 sq. ft. (20.6%)
 Parking Required = 1,250 stalls = 31 stalls
 Parking Provided = 31 stalls (4/1,000)

Existing Retail
 103,129 sq. ft.

Site Construction Notes

1. Cont. 2" Curb & Gutter
2. Cont. Asphalt Paving
3. Cont. Conc. Storm
4. Landscape Area See Landscape Plan
5. Cont. 40# ASPHALT STRIP (See Note)
6. Cont. 40# ASPHALT STRIP (See Note)
7. Cont. 40# ASPHALT STRIP (See Note)
8. Cont. 4" White Paint Stripe (70#)
9. Cont. Conc. Paving
10. Street Profile Smooth Clean Edge
11. Damper Endstone (See Area)
12. Cont. Slurry Seal (70#)
13. Cont. Conc. Interlay
14. Cont. Conc. Metal Strip (70#)
15. Cont. 6" Curb Finish

General Site Notes:

1. Stalls designated as Accessible will require a painted accessible symbol and sign. (See Details)
2. The fire hydrant and sign to be installed as shown by the Fire Marshal.
3. All fire hydrant, fire alarm and sign shall be installed at each driveway as shown on the plan.
4. All dimensions are to back of curb unless otherwise noted.
5. Cont. curb condition of all joints where curb details attached, see detail.

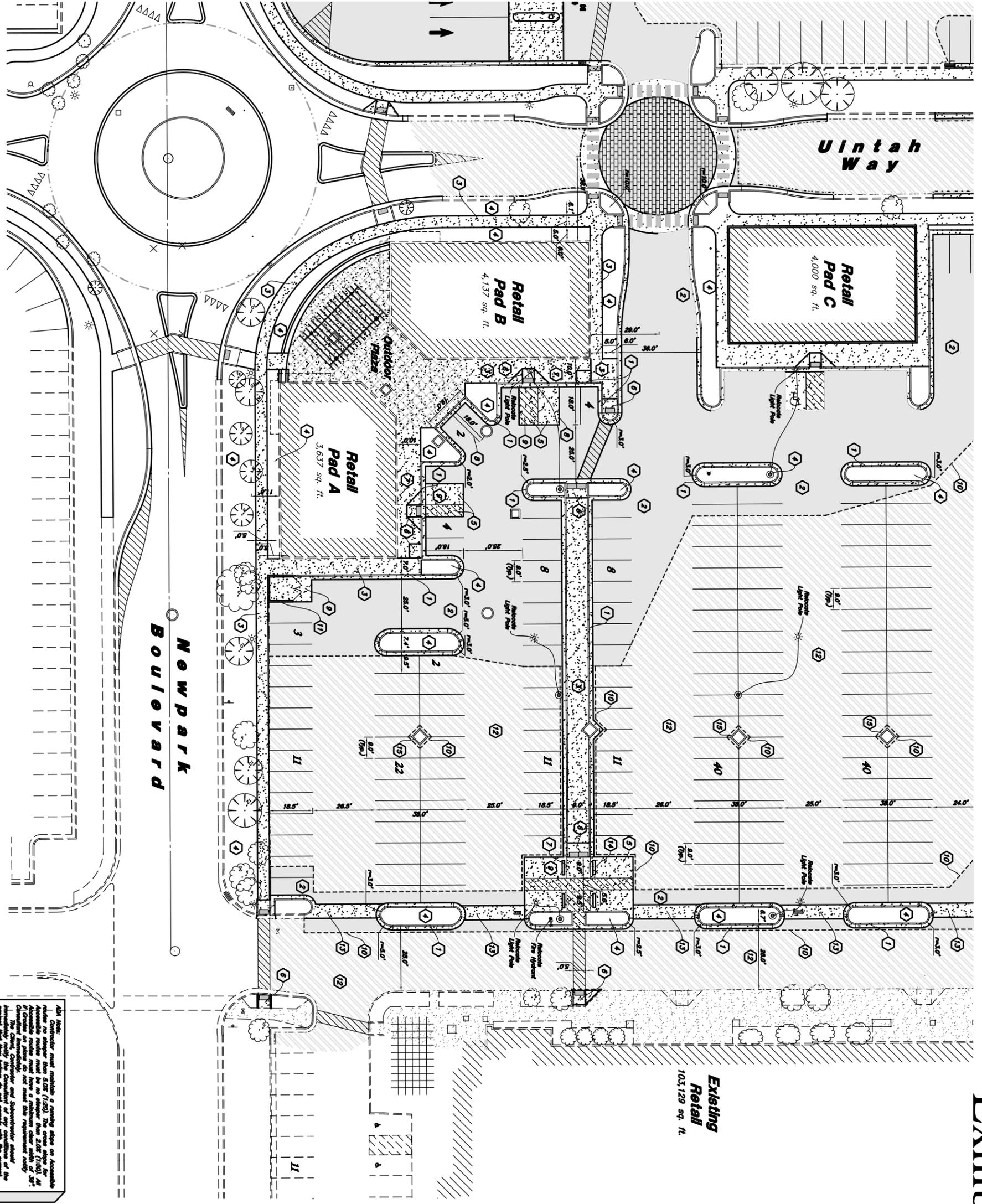
Survey Control Note:

The contractor or surveyor shall be responsible for obtaining the accurate Survey of Professional Surveyors (SPS) for the site. The SPS shall be provided to the contractor or surveyor by Great Basin Engineering's 42X Survey or 42X Survey and proceed with construction. The contractor or surveyor shall be responsible for providing any additional control points on an 42X survey, improvement plan, or an electronic data provided by Great Basin Engineering. The contractor or surveyor shall be responsible for providing any additional control points on these plans or an electronic data provided by Great Basin Engineering. If any discrepancies are encountered, the contractor or surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction activity.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall construct each and every item shown on this plan in accordance with the requirements of all permits and laws, that the requirements shall apply to the entire project and shall be provided to the contractor or surveyor. The contractor or surveyor shall be responsible for providing any additional control points on an 42X survey, improvement plan, or an electronic data provided by Great Basin Engineering. The contractor or surveyor shall be responsible for providing any additional control points on these plans or an electronic data provided by Great Basin Engineering. If any discrepancies are encountered, the contractor or surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction activity.

All notes must provide a running slope on accessible routes no steeper than 5:8 (1:20). The cross slope for accessible routes must be no steeper than 2:8 (1:40). All accessible routes must have a minimum clear width of 36". The contractor shall provide the minimum clear width of 36". The contractor shall provide the minimum clear width of 36". The contractor shall provide the minimum clear width of 36".

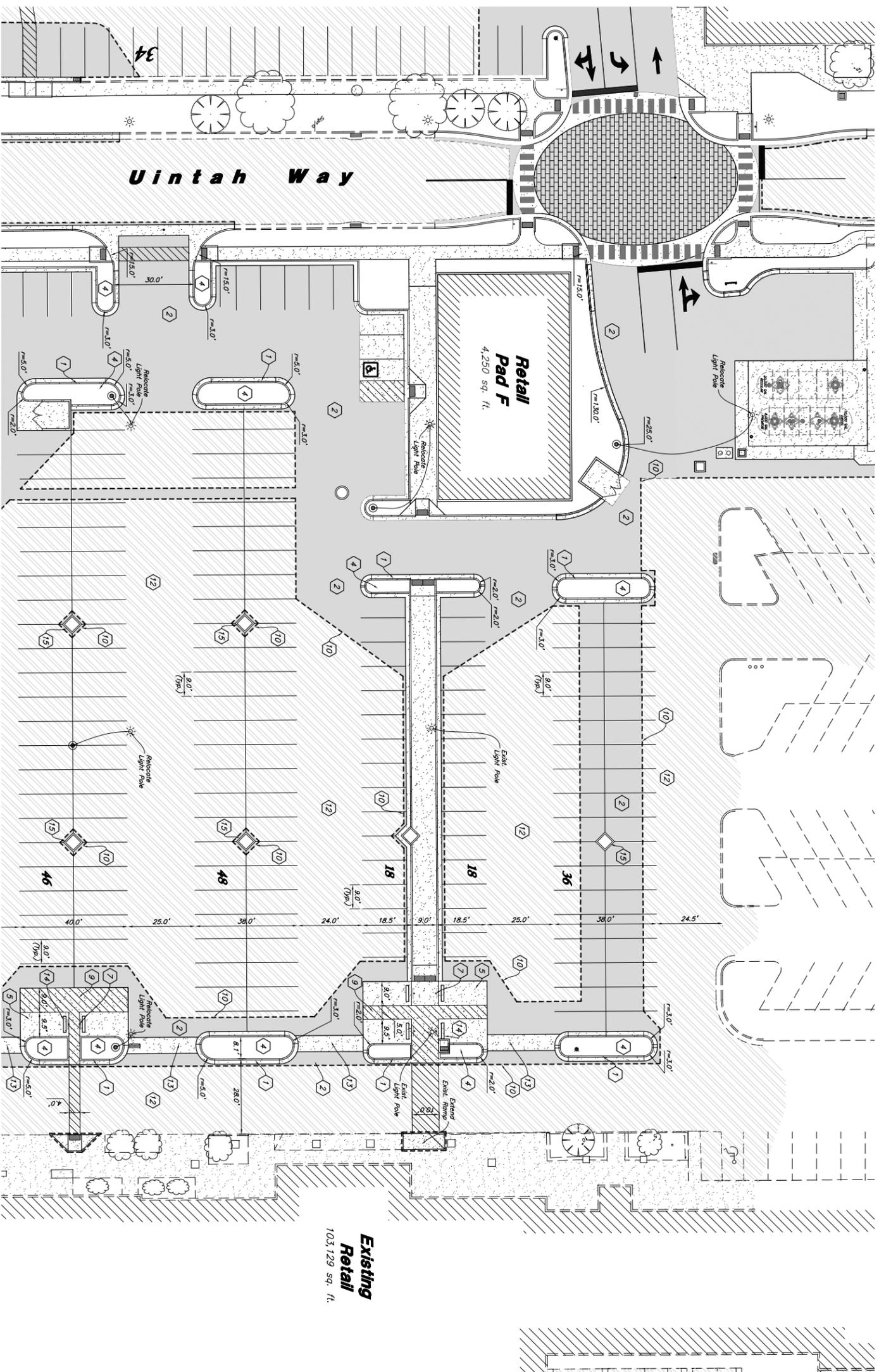


	<p>SPA Site Plan Retail Pads A & B Village at Kimball Junction 1600 N. Highway 224 Summit County, Utah</p>	<p>GREAT BASIN ENGINEERING - SOUTH CONSULTING ENGINEERS and LAND SURVEYORS 2010 North Redwood Road, P.O. Box 16747 Salt Lake City, Utah 84116 Salt Lake City (801)521-8529 Ogden (801)394-7288 Fax (801)521-9551</p>	<p>Designed by: JS Drawn by: JBN Check by: JBN Date: 11-03-09</p>						
<p>11 Nov, 2011</p>	<p>SHEET NO.</p>	<p>C11</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV	DATE	DESCRIPTION			
REV	DATE	DESCRIPTION							

Exhibit H6-b



Scale: 1" = 20'



Existing Retail
103,129 sq. ft.

Site Construction Notes

- 1 Const. 24" Curb & Gutter
- 2 Const. Asphalt Paving
- 3 Const. Conc. Sidewalk
- 4 Landscape Area, See Landscape Plan
- 5 Const. ADA Accessible Sloping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (Typ.)
- 6 Const. ADA Accessible Ramp per MUTCD & ICC/ANSI A117.1 (Latest Edition) (Typ.)
- 7 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (Typ.)
- 8 Const. 4" White Paint Stripe (Typ.)
- 9 Const. Conc. Paving
- 10 Sawcut, Provide Smooth Clean Edge
- 11 Dumpster Enclosure (See Aca.)
- 12 Const. Slurry Seal (Typ.)
- 13 Const. Conc. Midway
- 14 Const. Conc. Wheel Stop (Typ.)
- 15 Const. 6" Curb Finisher

General Site Notes:

1. Stalls designated as Accessible will require a pointed Accessible symbol and sign. (See Detail)
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. All dimensions are to lock of curb unless otherwise noted.
5. Const. curb installation at all points where curb abuts sidewalk, see detail.

Survey Control Note:
The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) standards for surveying. The contractor or surveyor shall be completed using Great Basin Engineering's ALTA Surveys or Great Basin Engineering's construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be monuments and for setting any additional control points shown on an ALTA survey, improvement plan, or an electronic data provided by Great Basin Engineering. The surveyor shall also use the benchmarks as shown on the plan, and verify them. The contractor or surveyor shall be responsible for ensuring that all included on these plans or an electronic data provided by Great Basin Engineering. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that the shall assume sole and course of construction of this project, including safety of all persons and property; that this requirement shall apply, regardless of whether the contractor is a subcontractor, consultant, or not. The contractor shall be responsible for the design, construction, and performance of the project. The contractor shall be responsible for the design, construction, and performance of the project. The contractor shall be responsible for the design, construction, and performance of the project.

ADA Note:
Contractor must maintain a running slope on accessible routes no steeper than 5:08 (1:20). The cross slope for accessible routes must be no steeper than 2:08 (1:20). All accessible routes must have a minimum clear width of 36". The contractor shall be responsible for the design, construction, and performance of the project. The contractor shall be responsible for the design, construction, and performance of the project. The contractor shall be responsible for the design, construction, and performance of the project.

REV	DATE	DESCRIPTION

Designed by: JRS
Drawn by: BSH
Client Name: GBE Kimball Junction LLC
11-039SP

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS and LAND SURVEYORS
2010 North Redwood Road, P.O. Box 16747
Salt Lake City, Utah 84116
Salt Lake City (801)521-8529 Ogden (801)394-7288 Fax (801)521-9551

SPA Site Plan
Retail Pads A & B
Village at Kimball Junction
1600 N. Highway 224
Summit County, Utah

11 Nov, 2011
C1.2

Exhibit H7

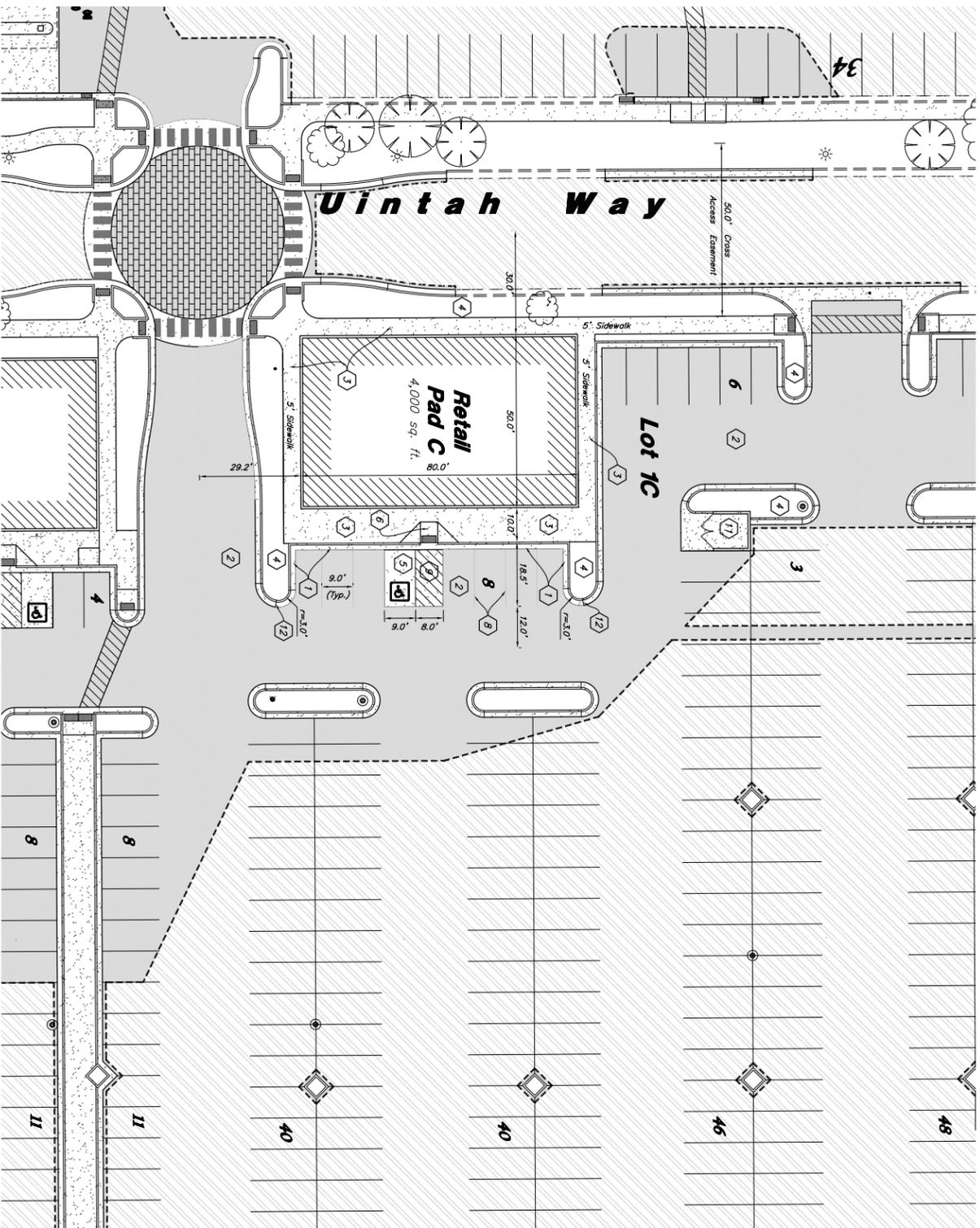


Scale: 1" = 20'



Site Data
 Site Area = 21,690 Sq. ft. (0.498 ac.)
 Landscape Area Provided = 1,911 sq. ft. (6.8%)
 Building Area = 4,000 Sq. ft. (18.4%)
 Impervious Area = 15,799 sq. ft. (72.8%)
 Parking Required = 1,250 stalls
 Parking Provided = 17 stalls (41,000)

- Site Construction Notes**
- 1 Const. 24" Curb & Gutter
 - 2 Const. Asphalt Paving
 - 3 Const. Conc. Sidewalk
 - 4 Landscape Area, See Landscape Plan
 - 5 Const. ADA Accessible Signage per MUTCD & ICC/ANSI A117.1 (Latest Editions)
 - 6 Const. ADA Accessible Ramp, per ICC/ANSI A117.1 (Latest Edition)
 - 7 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition)
 - 8 Const. 4" White Paint Stripe (Typ.)
 - 9 Const. Conc. Paving
 - 10 Sewer: Provide Smooth Clean Edge
 - 11 Dumpster Enclosure (See Arch.)
 - 12 Can. and Match Improvements by Others



General Site Notes:

1. Stalls designated as Accessible will require a pointed Accessible symbol and sign. (See Details)
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. All dimensions are to back of curb unless otherwise noted.
5. Const. curb transition at all points where curb abuts sidewalk, see detail.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) procedures for monumentation. All monumentation shall be completed using Great Basin Engineering's ALTA Surveys or Great Basin Engineering's construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying any additional control points shown on an ALTA survey, improvement plan, or an electronic data provided by Great Basin Engineering. The surveyor shall also use the benchmarks as shown on the plan, and verify them using a minimum of three other benchmarks. If any discrepancies are included on these plans or an electronic data provided by Great Basin Engineering, if any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that the shall assume sole and course of construction of this project, including safety of all persons and property; that this requirement shall apply, contractually, and not be subject to removal, waiver, modification, or release by any means, including but not limited to, the owner and the engineer, her/his successors, assigns, agents, or other, in connection with the performance of work under this contract. The contractor shall be held responsible for the negligence of the owner or the engineer.

ADA Note:
 Contractor must maintain a running slope on accessible routes no steeper than 5:0K (1:20). The cross slope for accessible routes must be no steeper than 2:0K (1:50). All accessible routes must have a minimum clear width of 36".
 Consultant immediately not meet this requirement notify immediately notify the consultant of any conditions of the project that may affect the accessibility of the project. The state of the ADA (ICC/ANSI A117.1-Latest Edition) and/or FHM.

GREAT BASIN ENGINEERING - SOUTH
 CONSULTING ENGINEERS and LAND SURVEYORS
 2010 North Redwood Road, P.O. Box 16747
 Salt Lake City, Utah 84116
 Salt Lake City (801)521-8529 Ogden (801)394-7288 Fax (801)521-9551



SPA Site Plan
Retail Pad C
 Village at Kimball Junction
 1600 N. Highway 224
 Summit County, Utah



11 Nov, 2011
 SHEET NO. **C11**

REV	DATE	DESCRIPTION

Designed by: AR
 Drawn by: BH
 Check Name:
 OR: Kimball Junction
 11-040SP

Exhibit H8



Scale : 1" = 20'



Site Data
 Site Area = 30,229 s.f. (0.69 ac.)
 Landscape Area Provided = 4,263 s.f. (14.1%)
 Impervious Area Provided = 19,216 s.f. (63.6%)
 Building Area = 6,750 s.f. (22.3%)
 Parking Required = 41,000 s.f. = 27 stalls
 Parking Provided = 27 stalls (41,000)

Site Construction Notes

- 1 Const. 24" Curb & Gutter (2-1)
- 2 Const. Asphalt Paving (2-1)
- 3 Const. Conc. Sidewalk (2-1)
- 4 Const. Thickened Edge Sidewalk (2-1)
- 5 Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition)
- 6 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition)
- 7 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition)
- 8 Const. 4" White Paint Slope (Typ.) (2-2)
- 9 Const. Conc. Paving (2-1)
- 10 Sewer: Provide Smooth Open Edge Dumpster Enclosure (See Arch.)
- 11 Connect and Match Existing Grade
- 12 Const. Modular Block Retaining Wall
- 14 Const. (7) Concrete Risers

General Site Notes

1. Signs designated as Accessible will require a painted (See Details) symbol and sign.
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. All markings, directional arrows and stop bars will be painted in each driveway as shown on the plans.
4. All dimensions are to back of curb unless otherwise noted.
5. Const. curb transition at all points where curb abuts sidewalk, see detail.

Survey Control Note:

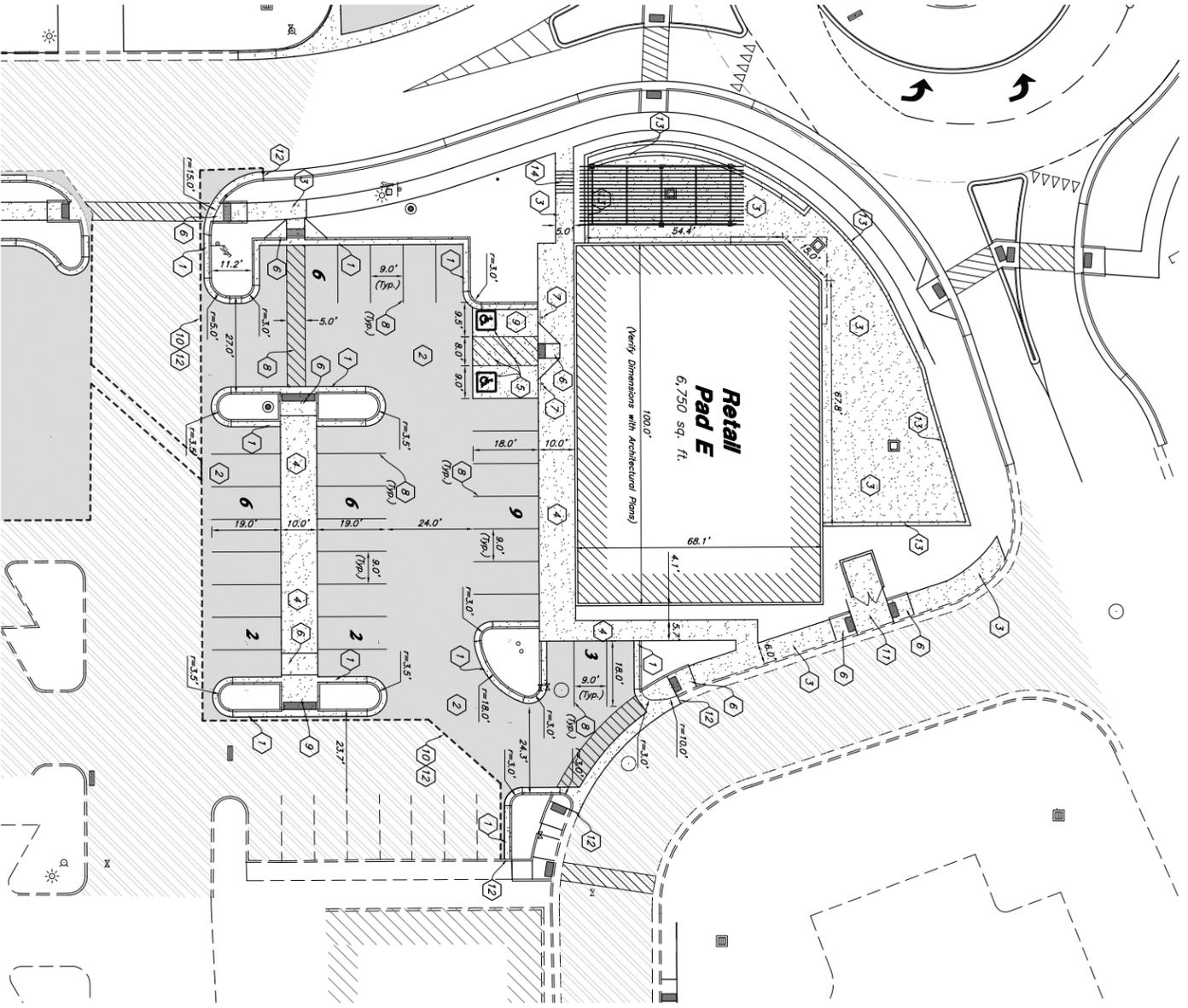
The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be performed on this project. The contractor shall be responsible for proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on the site plan. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard permanent elevations provided by Great Basin Engineering. The surveyor shall also verify the elevations of the benchmarks against the elevations of the benchmarks provided by Great Basin Engineering. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the construction of this project. The requirement shall apply to all persons and property that this requirement shall apply to. The contractor shall be responsible for providing and maintaining the required signs and markings. The contractor shall determine, maintain, and update the required signs and markings. The contractor shall be responsible for the cost of the signs and markings. The contractor shall be responsible for the cost of the signs and markings.

ADA Note:

Contractor must maintain a running slope on accessible routes no steeper than 5.0% (1:20). The cross slope for all accessible routes must be no steeper than 2.0% (1:50). All accessible routes must have a minimum clear width of 36". If a clear width of 36" cannot be achieved, the contractor shall immediately notify the engineer. The Client, Contractor and Subcontractor should be responsible for ensuring that the project complies with the requirements of the ADA (ICC/ANSI A117.1-Latest Edition) and/or FPMR.



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 CONSULTING ENGINEERS and LAND SURVEYORS
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SPA Site Plan
Pad E at Kimball Junction
 Uintah Way and Ute Boulevard
 Village at Kimball Junction
 Summit County, Utah



11 Nov, 2011

SHEET NO. **C11**

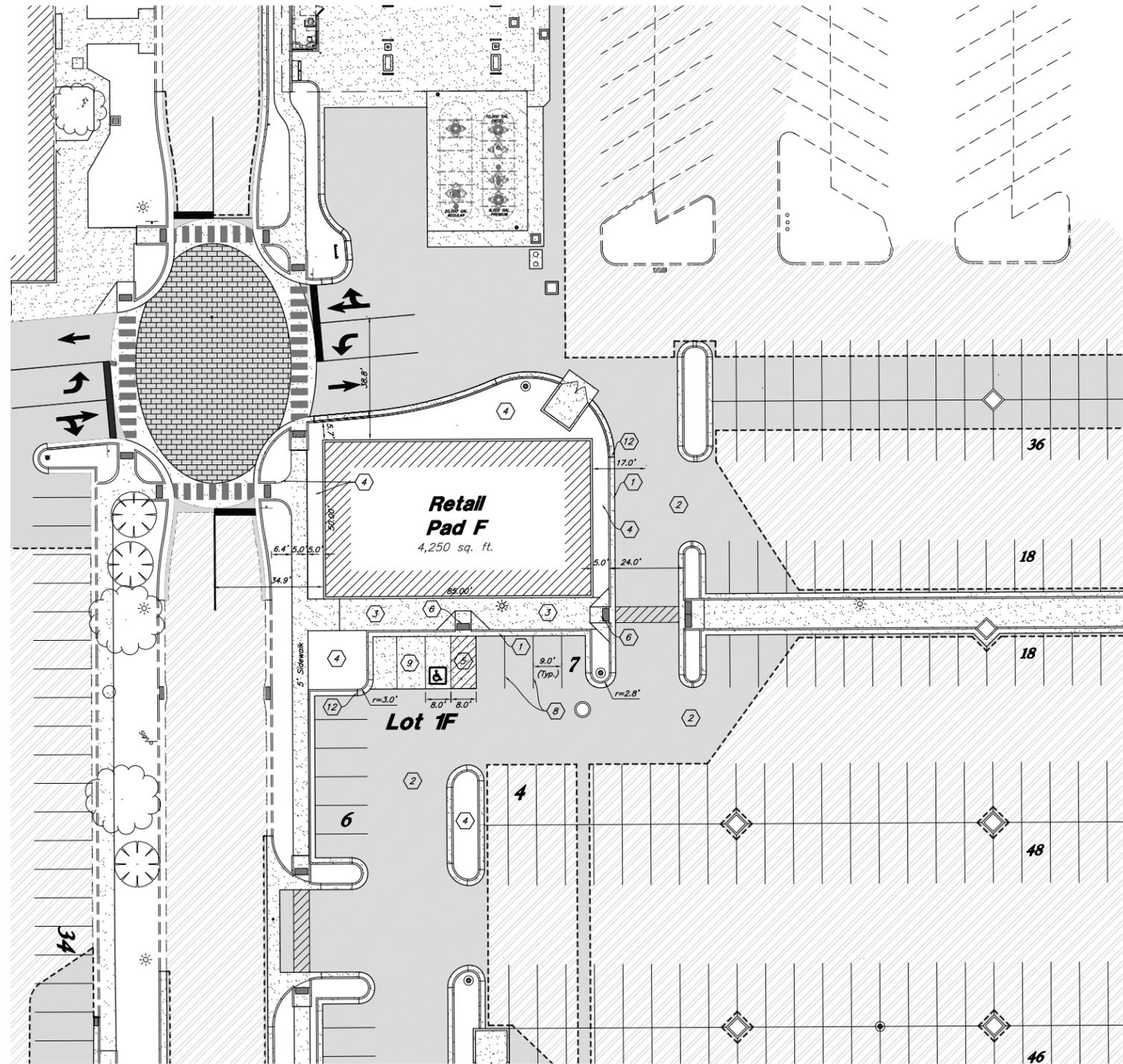
REV	DATE	DESCRIPTION

Designed by: ST
 Drawn by: ST
 Client Name: DBK
 11-042SP

Exhibit H9



Scale : 1" = 20'



Site Data

Site Area = 24,215 Sq. ft. (0.556 ac.)
Landscape Area Provided = 2,741 Sq. ft. (11.3%)
Impervious Area = 17,224 Sq. ft. (71.2%)
Building Area = 4,250 Sq. ft. (17.5%)
Parking Required = 1/250 Sq. ft. = 17 stalls
Parking Provided = 17 stalls (4/1,000)

Site Construction Notes

- 1 Const. 24" Curb & Gutter
- 2 Const. Asphalt Paving
- 3 Const. Conc. Sidewalk
- 4 Landscape Area, See Landscape Plan
- 5 Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- 6 Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Edition)
- 7 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- 8 Const. 4" White Paint Stripe (Typ.)
- 9 Const. Conc. Paving
- 10 Sawcut; Provide Smooth Clean Edge
- 11 Dumpster Enclosure (See Arch.)
- 12 Conn. & Match Improvements by Others

General Site Notes:

1. Stalls designated as Accessible will require a painted Accessible symbol and sign. (See Details)
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. All dimensions are to back of curb unless otherwise noted.
5. Const. curb transition at all points where curb abuts sidewalk, see detail.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Great Basin Engineering's ALTA Surveys or Great Basin Engineering's construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Great Basin Engineering. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Great Basin Engineering. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

ADA Note:
Contractor must maintain a running slope on Accessible routes no steeper than 5.0% (1:20). The cross slope for Accessible routes must be no steeper than 2.0% (1:50). All Accessible routes must have a minimum clear width of 36". If Grades on plans do not meet this requirement notify Consultant immediately.
The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of the ADA (ICC/ANSI A117.1-Latest Edition) and/or FHAA.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS
The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

Designed by: KR
 Drafted by: BPH
 Client Name:
 OBK Kimball Junction LLC

11-041SP

GREAT BASIN ENGINEERING - SOUTH
 CONSULTING ENGINEERS and LAND SURVEYORS
 2010 North Redwood Road, P.O. Box 16747
 Salt Lake City, Utah 84116
 Open: (801)394-7288 Fax: (801)321-9551
 Salt Lake City (801)321-8239

SPA Site Plan
Retail Pad F
 Village at Kimball Junction
 1600 N. Highway 224
 Summit County, Utah



11 Nov, 2011

SHEET NO. **C1.1**

The Village at Kimball Junction Signage Criteria Government Agency Summit County Kimball Junction, Utah

These criteria have been established for the purpose of maintaining a continuity of quality and aesthetics throughout for the benefit of all tenants/property owners, and to comply with regulations of Summit County, Utah sign ordinance, building and electrical codes of any governmental authority having jurisdiction. Conformance will be strictly enforced, and any non-compliant sign or sign(s) installed by a tenant/property owner shall be brought into conformance at the sole cost and expense of said tenant/property owner. This criteria is subject to stipulations administered by Summit County as part of the approved sign plan submittal.

I. GENERAL REQUIREMENTS

- A. Tenant/Property Owner shall submit to be submitted to Village at Kimball Junction Architectural review board, for approval, prior to fabrication, three (3) copies of the detailed drawings indicating the location, size, layout, design color, illumination, materials, and method of attachment.
- B. Tenant/Property Owner shall obtain all permits from Summit County for signs and their installation.
- C. All signs shall be constructed and installed at Tenant's/Property Owner's sole expense.
- D. Tenant/Property Owner shall be responsible for the fulfillment of all requirements and specifications, including those of the local county.
- E. All signs shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole and exclusive right of the Architectural Review Board.
- F. Tenant/Property Owner shall be responsible for the installation and maintenance of their sign. Should Tenant's sign require maintenance or repair, Architectural Review Board and/or its designated representative shall give Tenant/Property Owner thirty (30) days written notice to effect said maintenance or repair. Should Tenant/Property Owner fail to do the same, Architectural Review Board and/or its designated representative may undertake repairs and Tenant/Property Owner shall reimburse Architectural Review Board and/or its designated representative within ten (10) days from receipt of Architectural Review Board and/or its designated representative's invoice.
- G. Advertising devices such as attraction boards, posters, and flags shall not be permitted.

Exhibit I 1

II. SPECIFICATIONS - SIGNS

A. General Specifications:

1. No animated, flashing, or audible signs shall be permitted.
2. All signs and their installation shall comply with all local building and electrical codes.
3. No exposed crossovers or conduit shall be permitted.
4. All transformers and other equipment shall be concealed.
5. Any damage to the sign band face or roof deck resulting from Tenant's/Property Owner's sign installation shall be repaired at Tenant's/Property Owner's sole cost.
6. Upon removal of any sign by Tenant/Property Owner, any damage to the sign band face shall be repaired by Tenant/Property Owner or by Architectural Review Board and/or its designated representative.

B. Location of Signs:

1. All signs shall be mounted to the building at the location directed by Architectural Review Board and/or its designated representative.
2. No Tenant/Property Owner identification sign shall be placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy or top of the wall upon which it is mounted.

III. DESIGN REQUIREMENTS

All Tenant/Property Owner signage shall consist of individual illuminated letters and logos. They may include pan channel metal letters with acrylic sign faces, reverse pan channel halo lighted illuminated letters, or any combination thereof. The letters and logos are to be flush mounted onto the building fascia. (Stand off Max. 1" for halo lighting.) Electrical connections shall be concealed to remote transformers. All signage shall be installed in compliance with Summit County, Utah electrical code and UL 2161 / UL 48 specifications. All signage shall be fabricated from aluminum or other material that will not rust or create weeping on the wall surface. All fasteners and mounting hardware shall be non-corrosive. All building penetrations shall be made watertight using proper sealants painted to match the building exterior color. Illuminated signs shall utilize lighting systems that provide even illumination.

The Tenant/Property Owner at their sole expense shall repair any sign installation found to be non-compliant immediately.

Exhibit I 1

A. Sign Area:

1. Pad buildings less than 10,000 sq. ft..
Tenant/Property Owner letters 2'-6" max. height x 16'-0" max. length.
 2. Pad buildings more than 10,000 sq. ft..
Tenant/Property Owner letters 5'-0" max. height x 18'-0" max. length.
 3. Tenant/Property Owner signage shall be installed in accordance with the approved Elevation drawings designated by the Architectural Review Board and/or its designated representative's agents.
 4. Tenants/Property Owner will be permitted to utilize their standard corporate identification program subject to sign area limitations. All signage shall be reviewed and approved by the Architectural Review Board and/or its designated representative's agents and shall be aesthetically compatible to the surrounding building features, environment, and thematic design of Kimball Junction.
3. Length of Sign on Wall Surface:
All sign areas shall be 80% of lease line or 16 ft. Max. length.
Signage on taller towers shall be 80% of lease line or 18 ft. Max. length.

B. Letter Style or Logo Restrictions:

1. Copy and/or logos utilized shall be Tenant's/Property Owner's choice subject to the approval of Architectural Review Board and/or its designated representative's agent.

C. Illumination:

1. Tenant/Property Owner building signage may be internally illuminated face lighted, back lighted to create a silhouette, exposed neon, and/or any other methods mentioned herein.

D. Under Canopy Sign:

1. Tenant/Property Owner may provide a double-faced non-illuminated under canopy sign for each shop space subject to the approval of Architectural Review Board and/or its designated representative's agents.
2. The Architectural Review Board and/or its designated representative shall approve all copy and layout.

IV. FREE STANDING SIGNS

- A. Two center signs as per drawing showing "Smith's" with tenant/Property Owner spaces
- B. Tenant/Property Owner monument signs as per drawings max 6 ft height, shall be allowed with corporate colors

Exhibit I 1

V. MISCELLANEOUS

- A. Tenant/Property Owner may use any licensed sign contractor desired. A valid Utah Contractors License and Summit County Business License are required of any sign contractor offering to furnish and install their sign as part of the sign contractor's scope of work.
- B. All sign contractors shall furnish certificates of insurance for Workers Compensation and Public Liability in accordance to minimum requirements set forth by statute and the Architectural Review Board and/or its designated representative's agents.
- C. No labels or other identification shall be permitted on the exposed surface of signs except those required by local ordinance, which shall be applied in an inconspicuous location.
- D. Tenant/Property Owner shall be fully responsible for the operations of their sign contractors and shall indemnify, defend and hold Architectural Review Board and/or its designated representative harmless for, from and against damages or liabilities on account thereof.

Exhibit I 3

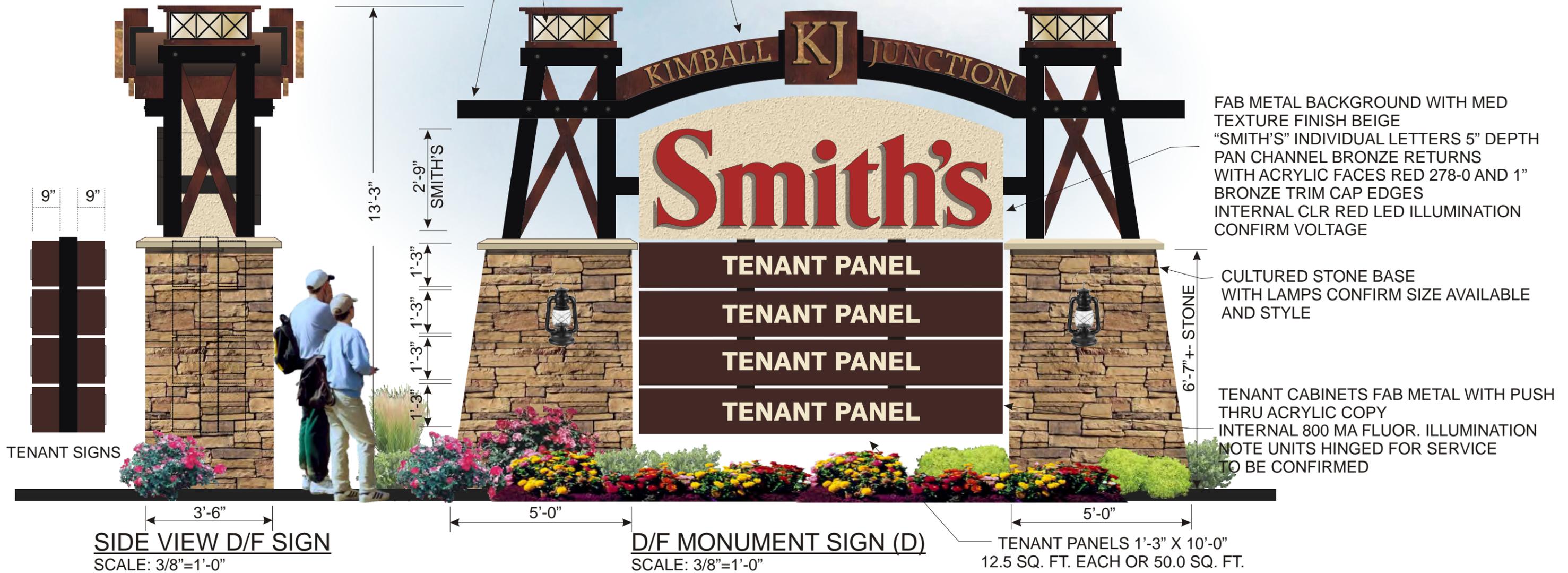
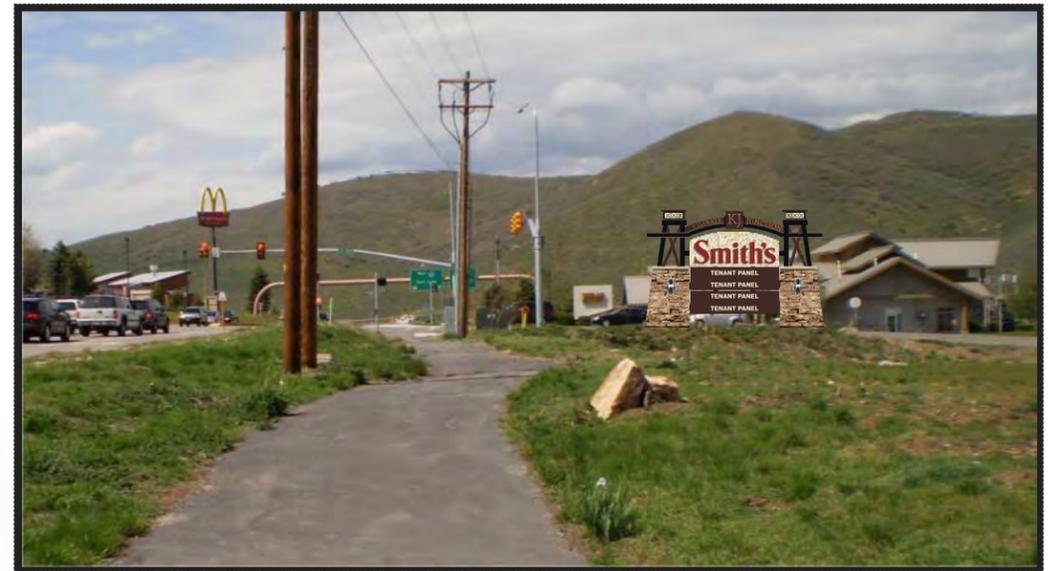
FAB. METAL CURVED EMBELISHMENT AT TOP FINISHED RUST PATINA
 LETTERS "KIMBALL JUNCTION" AND "KJ"
 CONFIRM ILLUMINATED WITH AMBER OR WHITE LED HALO LIGHTING
 OR OPTIONAL NON ILLUMINATED LETTERS

ACRYLIC LENSE WITH INTERNAL ILLUMINATION

T.S. FRAMEWORK PAINTED SATIN BLACK AND RUST PATINA OR WOOD BEAMS R/S SOLID STAINED

10'-0"

9'-2" "SMITH'S"
 24.4 SQ. FT.



project name & location	SMITH'S FOOD & DRUG KIMBALL JUNCTION, UTAH
file name	j\design 2011\72 KIMBALL JUNCTION
manuf. file name	\SIGN D.cdr

this artwork is produced under federal copyright laws & cannot be reproduced in whole or in part without permission of golden west advertising inc. all photos are to approximate scale.

authorized signature _____ date approved _____

sales rep	bob moore
designer	m bachman
complete date	6/8/11
revision date	



design number
72

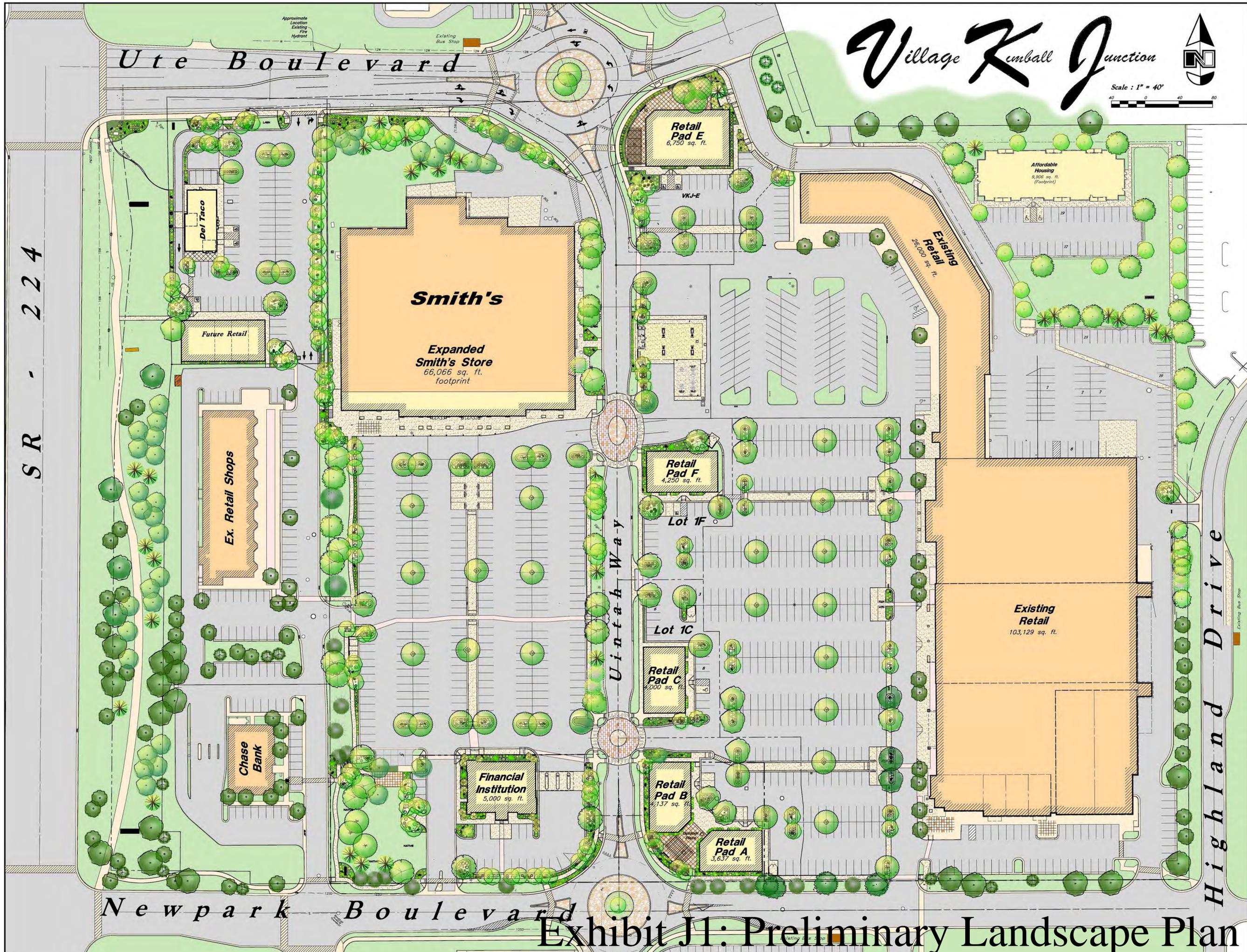
Ute Boulevard

Village Kimball Junction

Scale: 1" = 40'



SR - 224



Newport Boulevard

Utah Way

Highland Drive

Exhibit J1: Preliminary Landscape Plan

Designed by: ---
Drafted by: ---
Client Name: ---

SMC72LS-0V

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS and LAND SURVEYORS
2010 North Redwood Road, P.O. Box 16747
Salt Lake City, Utah 84116
Salt Lake City (801)557-8888 Ogden (801)334-2888 Provo (801)551-8851

Overall Landscape Plan
The Village at Kimball Junction
Summit County, Utah

21 Nov, 2011
SHEET NO. **LS**

Peoa Recreation Special Service District 2012 Goals and Budget

PRSSD Mission:

To provide facilities and events for recreation for the residents of Peoa and for those visiting our community.

2012 Goals:

1. Maintain and schedule facilities at the Woodenshoe Park for recreation in Peoa.
2. Secure funding to improve facilities as deemed desirable and/or necessary to the community.
3. Increase attendance at the Peoa Stampede and Kids Rodeo in Summer of 2012.
4. Complete all construction needs at the bowery building and restrooms.
5. Promote use of the park and schedule events to be held there.

Activities:

- 1) We would like to upgrade a playground area next to the park building that currently consists of a single slide and a few swings. Upgrades are necessary for safety as well as providing a great area for children during events or family outings.
- 2) Landscaping at the park including pruning willow trees that have huge overhanging branches that may pose a hazard, and a watering system to support trees that have been planted that currently must be watered by dragging over 100 feet of hose.
- 3) Fencing around the park is in poor repair and needs updated and added to. We currently have no way to separate spectators including children going to and from concessions and play area from trucks and trailers coming and going, livestock and horses.
- 4) The Peoa Stampede is a yearly event that we hold. Kids and ranch rodeo events held are rare and bring have brought in families from Utah, Nevada, Arizona and Wyoming. This year we are adding a Cowboy Mounted Shooting competition. This is a new and upcoming sport and we hope it will be a lot of fun for the community. We hope to develop this event for the community and visitors from outside Summit County and get to a point that it makes enough income to maintain the park.

Budget:

Projected Expenses:

Peoa Stampede, Cowboy mounted shooting and Kids Rodeo		\$6950.00
<ul style="list-style-type: none"> • Livestock • Sound system and announcer • Judges • Awards • Advertising 	1550.00 500.00 200.00 2700.00 2000.00	
Maintenance		\$3076.00
<ul style="list-style-type: none"> • Water • Power • Insurance • Dumpster • Cleaning • Lawn Mowing 	245.00 150.00 1831.00 350.00 150.00 300.00	
Facility Improvements		20,800.00
<ul style="list-style-type: none"> • Sprinkling system • Tree Pruning • Playground improvements • Fencing 	5000.00 1000.00 9800.00 5000.00	(These will only be completed if rec. grant money is received)
Total Projected Expenses		\$30,826.00

Estimated Income:

Peoa Stampede		\$5000.00
<ul style="list-style-type: none"> • Entry Fees • Admissions • Concessions • Sponsors 	2600.00 600.00 800.00 1000.00	
Use Fees		2350.00
<ul style="list-style-type: none"> • Mtn Town stages • Bob Marriot • Misc. (event and local users) 	1600.00 500.00 250.00	
Grants		29,000.00
<ul style="list-style-type: none"> • Balance of 2011 Restaurant Grant for advertising and awards for the Peoa Stampede • 2012 Recreation Grant application: Applied for \$27,946.00 for facility improvements and maintenance. 	4000.00 \$25,000.00	
		\$36,350.00

SUNR-SR-18, Chris Brown, Subject home was grandfathered in with a Primary Residential Exemption in 1997 and continued until an audit in 2010 found no application and a Salt Lake Address. Requests for new forms were mailed and after no response, the property was returned to Non Primary Status. Mr Brown found out via his mortgage company of the change since he had not received a disclosure or tax notice since 1997, his taxes being paid by the mortgage company. It was discovered that the address on the deeds was never a valid one and mail was not returned. In further research an application was discovered misfiled since 1997 in an adjoining property card. The property should have received the exemption for 2011 and the taxes should be \$ 3,219.96 for the 2011 tax year.

PP-102-c-2-a, EWD-EWD-4, EWD-EWD-2, WWDDAM-WWD2, WWDDAM-WWD1, PP-102-M, PP-74-C-1, PP-102-B-10-11-A, Canyons Golf Holdings LLC.

These are the Canyons Golf course parcels currently being held by the County until such a time as they can be given to someone else. Although the title to these parcels has never changed into Summit County's name in the Recorder's office, thereby becoming exempted automatically, Jaimie Bracken, Deputy County Attorney, indicates that these are owned by the County and should receive no tax assessment and that for the 2011 tax year the taxes should be waived. Total amount to be waived \$4,437.98 for tax year 2011.

MSTE-2, Cummings, vacant lot in Morningstar Subdivision, part of which was owned by Park City Municipal Corp. The recorded plat had no indication of this error and was found after BOE. The correct amount due for the 2011 tax year based on a corrected acreage is \$6382.60.

RECEIVED MAR 01 2012

Subject: Request for reimbursement for property taxes for 2011
From: Shelby Miles (shelby_a2002@yahoo.com)
To: c_atkinson_ssrc@yahoo.com;
Date: Saturday, February 25, 2012 1:31 PM

Summit County Council,

We completed building our first home in May 2010. We used US Title Company in Park City for all of our closing documentation. We signed many papers at that time, including two stating that this home was our primary residence. We were told that US Title would get the paperwork to the courthouse, and we thought nothing more of it. That year we were taxed on the property at the new construction rate. When we received our tax notice for 2011, we realized that the amount we owed had doubled. We knew the amount would be higher than the previous year because it went from the new construction rate to the resident rate. We have an escrow account set up with our mortgage, so we thought everything would be taken care of.

In December, we received a statement from our mortgage company. It stated that we owed an additional \$1600+ to cover our property taxes for the year. They also wanted to raise our mortgage payment each month by \$200+ to cover the costs for the next year. When we called my mortgage company, they were able to tell us the reasoning behind the increase. We had been taxed at the secondary residence rate rather than the primary residence rate. We immediately contacted the assessors office to try and resolve the issue. I spoke with Ashley who told me that all residents of Summit County are charged at the secondary residents rate unless they have completed a form which must be requested from the courthouse. She continued to tell me that I should have paid closer attention to our tax notice and that this was "an expensive first time home owners hard lesson learned." She said if we wanted to dispute the amount then we should have done so by September 15, and at this point it was too late to change anything.

We contacted our title company and a Mark contacted the assessors office to see if there was anything we could do. He was told that similar cases have went to court over the same issue and Summit County wins. We were frustrated felt that there was nothing more we could do.

After that we spoke with many people about the issue. We discovered some people who had the same problem were allowed to use the over paid amount toward their taxes for the next year. I contacted the courthouse to see if this was a possibility, but I was told again that it was too late.

At this point we are frustrated because we did sign 2 documents in 2010 that state this is our primary residence, and we were told by our title company that they were sent to the courthouse. The courthouse does not know if they received these documents. We realize they are not the specific affidavit from Summit County, but they state exactly what you need to know.

Recently we have spoke with the county assessor, and he suggested that we write this request. We appreciate your time and consideration with this matter. Please contact us with any further questions.

Thanks again,

Bridger and Shelby Miles
PO Box 542 Oakley, UT 84055
435-783-5116

Loan Number: 13757539

Borrower Name: miles

Property Address: Oakley

BORROWERS AFFIDAVIT:

I have applied for a home loan.

By signing this document, I certify that:

1. I have not purchased or am I in the process of purchasing any other property.
2. I have not or in the process of closing any other mortgage loan on this property or any other property with any other lender.
3. If this loan is a Refinance (the subject property) this home has not been listed for sale within the last 12 months prior to submitting the loan application.
4. I understand that the lender is relying on the information above in making its loan decision.
5. I understand that any intentional or negligent misrepresentation of this information may result in civil liability, including monetary damages and/or in criminal penalties including fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.
6. I have not been coerced or pressured by a loan officer, broker, realtor or other party to misrepresent or omit material fact regarding the above information.

Bridges miles

Borrower's Signature

7-27-10

Date

Shelby miles

Borrower's Signature

7/22/10

Date

OCCUPANCY DECLARATION

M&T Bank reserves the right to call this mortgage due and payable if it is determined that the subject property is not owner occupied during the first 12 months following the mortgage closing.

Re: Borrower(s) **Bridger Miles**
Shelby Miles

Loan # **13757539**

Property **527 W Weber Canyon Road, Oakley, UT 84055**

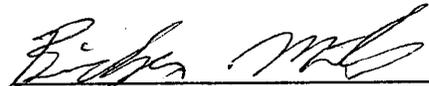
Borrower(s) hereby declare, under penalty of perjury, as follows:

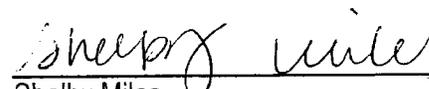
I/we will occupy the subject property as my/our **principal residence** as required by, and in compliance with, the terms of the (Mortgage or Deed of Trust) relating to the subject property.

OR

I/we will occupy the subject property as my/our **second residence** as required by, and in compliance with, the terms of the (Mortgage or Deed of Trust) relating to the subject property.

Dated: July 21, 2010


Bridger Miles


Shelby Miles

To the Council

March 13, 2012

SHADAC-3..... Shelby Miles, a 2010 constructed single family residence located in Oakley Town. Application for primary exemption was received on 01/03/2012. The appellants discovered through increased mortgage payments that they were being taxed as a non-primary for 2011. They assumed that the HUD forms in their financing package that indicated they were using the home as a primary residence were forwarded to the County and that those would be found by the Assessor and used for the application. The HUD statements go with the financing and are not recorded with the County. We were contacted in December 2011 and indicated that the appeal times were over (September 15th) and that an application needed to be filed for the Exemption.

The County made no errors and received no indication prior to December 2011 that the property in question requested the Exemption. **The Assessor's office recommends denial of the petition on the basis of fact and equity.**

The Assessor's office sends out applications on all new Certificates of Occupancy it receives, however, Oakley City does not forward these and we did not send out the application. This is true for all municipalities in the County. We are asking the cities and towns to provide those to us in a formal letter to their building officials.

Annette Singleton

From: Lane Peirce [lpeirce@sunrise-eng.com]
Sent: Wednesday, March 14, 2012 2:42 PM
To: Annette Singleton
Subject: Proposed SSD Boundary Map
Attachments: Proposed SSD Boundary.pdf

Annette,

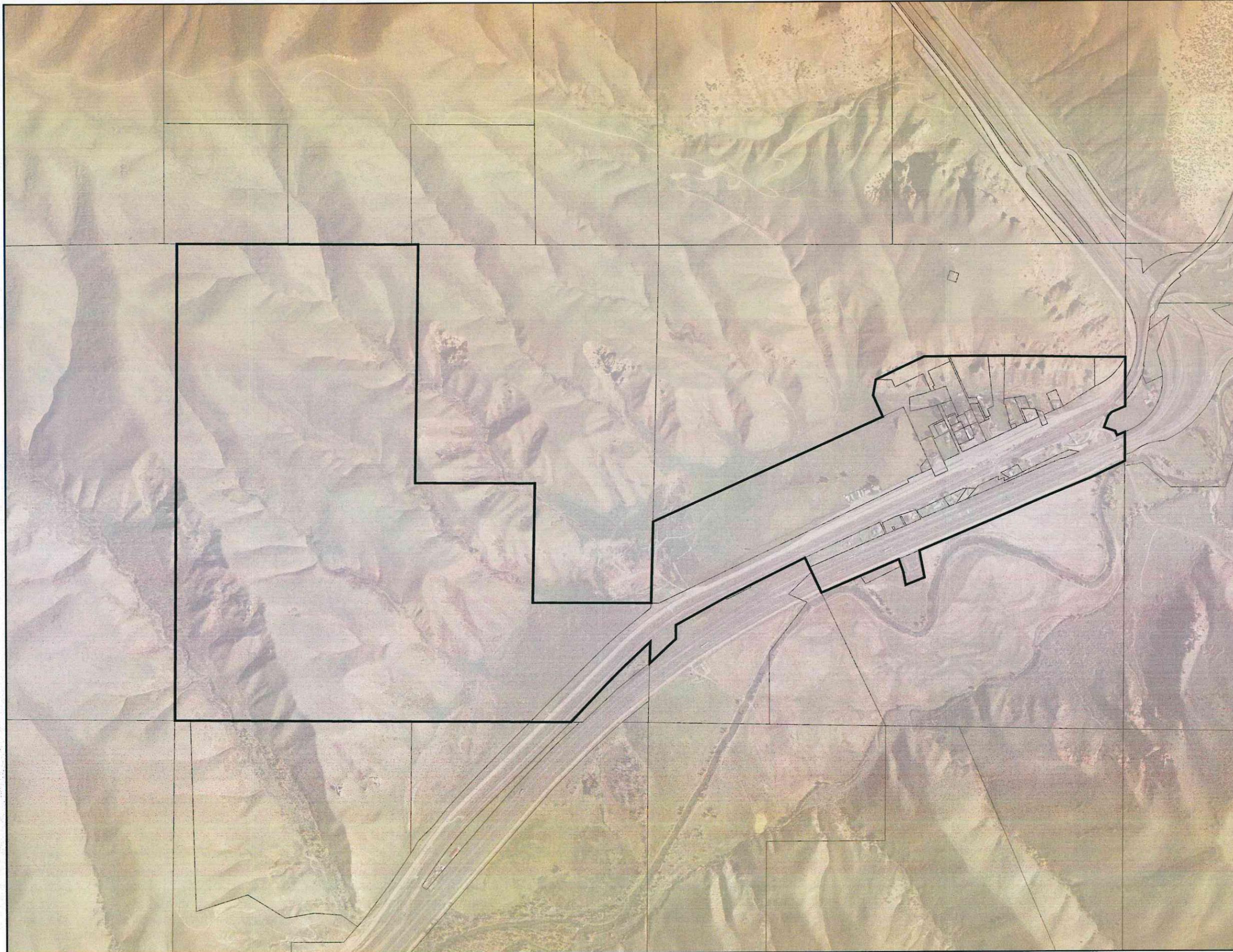
Attached is a proposed SSD boundary map for the upcoming Wednesday meeting.

Thanks,
Lane



LANE PEIRCE, P.E.
PROJECT ENGINEER

lpeirce@sunrise-eng.com
12227 S. BUSINESS PARK DR., SUITE 220 • DRAPER, UTAH 84020
TEL 801.523.0100 • FAX 801.523.0990



SCALE
 0 500 1000
 HORIZ: 1" = 500': 22x34
 1" = 1000': 11x17

LEGEND

- PROPOSED ECHO SSD BOUNDARY
- EXISTING PROPERTY BOUNDARY

REV. NO.	COMMENT	DATE			
<div style="border: 1px solid black; padding: 5px; transform: rotate(-45deg); display: inline-block;"> PRELIMINARY NOT FOR CONSTRUCTION DATE </div>	SUNRISE ENGINEERING 12227 SOUTH BUSINESS PARK DRIVE, SUITE 220 DRAPER, UTAH 84020 TEL 801.523.0100 · FAX 801.523.0990 www.sunrise-eng.com				
ECHO SEWER SYSTEM SEWER SYSTEM STUDY ECHO SSD BOUNDARY					
SET NO. 00000	DESIGNED AAD	DRAWN AAD	CHECKED LDP	SHEET NO. 1 of X	BD

F:\Echo Sewer Company\00000 Sewer System Study\Design\3D\Sheets\ESSS-SP.dwg Mar 14, 2012 2:12pm odelohanty