

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 “F”
Uses

Smith’s Parcel A (Store Parcel)

Banks and Financial Services;; ; Nursery, Retail; Offices, General; Offices Medical and Dental; Parking Lot; Recycling Facilities, Class I; Restaurant, Deli or take out, without a drive thru window; Restaurant, Full Service; Retail Sales, Food; Retail Sales, General; Retail Sales, larger than 40,000, less than 60,000 square feet in size (including the existing building); Retail Sales, up to 70,000 square feet in size, including the existing building; 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; Parking Lot; Recycling Facilities, Satellite Dish Antenna; Seasonal Plant & Agricultural Sales with associated temporary structures; Signs; Temporary Structures (excluding temporary vending); Trails.

OBK Parcel (New Pads Only)

Nursery, Retail; Offices, General; Offices Medical and Dental; Parking Lot; Recycling Facilities, Class I; **Restaurant, Deli or take out**, without a drive thru window; 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 with a drive thru window; Offices, General; Offices Medical and Dental; Parking Lot; Recycling Facilities, Class I; **Restaurant, Deli or take out**, without a drive thru window; 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**, without a drive thru window; Restaurant,

Drive-in or Drive-up Window; Restaurant, Full Service; Retail Sales, General; Satellite Dish Antenna; Signs; Trails.

NOTE: The only drive-thru facilities allowed on any parcel will be the fuel center on the Smith's Parcel lot 2B, the financial services facility on the Jarman Parcel lot 2A, and the restaurant facility on the Utah Del Parcel lot 4A.

The Village at Kimball Junction SPA

Amending all of Lots 1 and 2, a portion of Lot 4, and Parcel A, and All of Parcels D and E, The Village at Kimball Junction, located within the Northwest Quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Base & Meridian, U.S. Survey, Summit County, Utah

Surveyor's Certificate

I, Bruce D. Pimper, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 362256 as prescribed under the Laws of the State of Utah. I further certify that by the authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots, hereafter to be known as

The Village at Kimball Junction SPA

And that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet the area, frontage, and width requirements as shown on this plat.

Boundary Description

All of Lots 1 and 2, a part of Lot 4, a part of Parcel A, and all of Parcels D and E of The Village at Kimball Junction, a subdivision lying within the Northwest Quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, U.S. Survey in Summit County, Utah;

Beginning at the Southeast Corner of Lot 6 as it exists on the ground located 2667.75 feet South 89°47'32" East along the Section Line; and 971.20 feet South 0°16'14" East from the Northwest Corner of said Section 19; and running thence South 0°16'14" East 885.97 feet along the East Line of said Subdivision as it exists on the ground to the North Line of Newport Boulevard as dedicated to 35.00 foot half-width; thence South 89°43'46" West 1018.41 feet along said North Line; thence North 0°16'14" West 623.91 feet along the West Line of Lot 2 as it exists on the ground to the Southeast Corner of a Warranty Deed recorded in Book 958 at Page 447 of Official Records; thence along the boundaries of said Deed the following two courses: South 89°43'46" West 185.50 feet to the Southwest Corner thereof; and North 0°16'14" West 292.12 feet to a point on the South Line of Ute Boulevard as widened as it exists on the ground; thence along said South Line the following five courses: North 88°54'45" East 69.80 feet; North 86°31'52" East 120.07 feet; North 86°32'35" East 246.44 feet; East 8.07 feet to a point of curvature; and Northwesterly along the arc of a 555.87 foot radius curve to the left a distance of 213.50 feet (Central Angle equals 22°00'25" East 182.77 feet to the Southeast Corner thereof; thence along the boundaries of said condominiums the following nine courses: South 18°15'57" East 61.05 feet; South 0°16'14" East 175.63 feet; South 89°43'46" West 28.36 feet; South 0°16'14" East 184.53 feet to the Southeast Corner thereof; North 89°43'46" East 225.00 feet; South 0°16'14" East 49.58 feet; North 89°43'46" East 162.77 feet to the Southeast Corner thereof; North 0°16'14" West 176.96 feet; and North 30°16'14" West 233.93 feet to the South Line of Lot 6 as it exists on the ground; thence North 89°43'46" East 294.03 feet along said South Line to the point of beginning.

Narrative

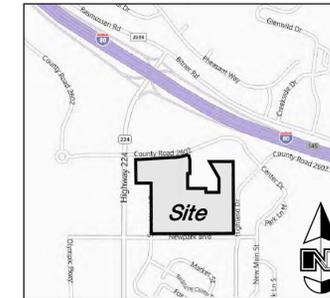
This Survey and Subdivision was requested by OBK Investments prerequisite to the sale and development of 10 commercial lots.

This Survey retraces and honors the previous The Village at Kimball Junction Subdivision as it has been staked on the ground.

Nails Recovered in 1995 along Uinta Way have been honored for subdivision control since that date.

A line between monuments found for Northwest Corner and the Northeast Corner of Section 19 was assigned the bearing of S 89°47'32" E as the Basis of Bearings matching the 2003 Newport Parcel Plat to the East and the local recovered survey markers within the Original 1992 Village at Kimball Junction Subdivision.

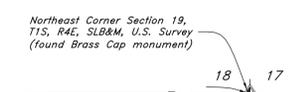
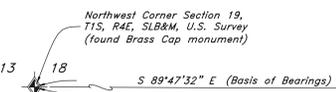
Property Corners were recovered or set as noted with this plat.



Vicinity Map
No Scale

Easement Notes

- Easement for construction footings and wall encroachments recorded as Entry No. 37900 of Official Records.
- Reservations in Patent recorded May 19, 1897 in Book I of Misc. of Page 533 of Official Records.
- Reservations in Patent recorded June 27, 1898 in Book J of Misc. of Page 169 of Official Records.
- Reservation of mineral rights recorded as Entry No. 12781 of Official Records.
- Reservations for railroad operating rights of way recorded as Entry No. 112979 of Official Records.
- Contract of Sale and use of Untreated Water recorded as Entry No. 182313 of Official Records.
- Contract of Sale and use of Untreated Water recorded as Entry No. 192340 with assignment of Contract recorded as Entry No. 203551 of Official Records.
- Construction, Operation and Easement Agreement recorded as Entry No. 625328 of Official Records.
- Covenants, Conditions and Restrictions recorded as Entry No. 355433, and Amended Covenants recorded as Entry No. 370650, and Amended Covenants recorded as Entry No. 441261, and Amended Covenants recorded as Entry No. 455719, and Amended Covenants recorded as Entry No. 468923, and Amended Covenants recorded as Entry No. 470945, and Assignment of Rights of "Declarant-Jarman" Under Total Restatement of Declaration of Covenants, Conditions and Restrictions & Grant of Easements recorded as Entry No. 808708 and Withdrawal and Disclaimer and Easement Agreement recorded as Entry No. 809263 and First Amendment to the Total Restatement of Declaration of Covenants, Conditions and Restrictions & Grant of Easements recorded as Entry No. 899517 of Official Records.
- Interim Road Maintenance Agreement recorded as Entry No. 802347 of Official Records.
- Terms and Conditions of Village at Kimball Junction Comprehensive Sign Plan recorded as Entry No. 901826 of Official Records.
- Consent Agreement recorded as Entry No. 430543 of Official Records.
- Subject to the right, title and interest of O'Brien-Kiernan Investment Co., Inc. recorded as Entry No. 630046 of Official Records.



Legend

(RAD) Radial Line
(NR) Non-Radial Line
Boundary Line
Lot Line
Easement Line
Centerline
Section Corner Monument as noted

All Lot Corner to be set with 5/8" Rebar with GBESouth Plastic cap or Nail with GBESouth Brass Tag

Curve Table

CURVE	DELTA	RADIUS	LENGTH	CH. LENGTH	CH. BEARING
(1)	28°30'07"	55.50'	27.61'	27.32'	S 74°36'15" E
(2)	22°27'06"	135.50'	53.10'	52.76'	S 49°07'38" E
(3)	90°00'00"	63.00'	98.96'	89.10'	S 44°43'46" W
(4)	64°08'36"	55.00'	61.57'	58.47'	N 58°11'56" W
(5)	23°51'24"	98.00'	43.32'	42.96'	N 13°11'56" W
(6)	40°55'32"	56.50'	40.36'	39.51'	N 2°01'08" E
(7)	38°10'22"	91.50'	60.96'	59.84'	N 41°34'05" E
(8)	5°50'43"	555.87'	56.70'	56.69'	N 71°37'05" E
(9)	16°09'42"	555.87'	156.80'	156.28'	N 82°37'18" E
(10)	15°14'48"	147.50'	39.25'	39.13'	N 26°01'30" W
(11)	13°49'00"	197.50'	47.63'	47.51'	N 22°49'52" W

Notes

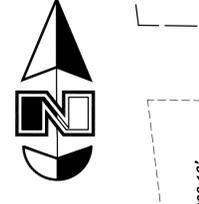
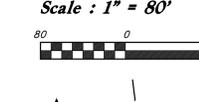
This subdivision is covered by existing Covenants, Conditions, and Restrictions including reciprocal easements, including but not limited to granting blanket utility easements over all areas outside of buildings, ingress, egress, parking and pedestrian travel as recorded April 2, 2007 as Entry No. 00808708 in Book 1856, at Page 1070 in the office of the County Recorder of Summit County, Utah.

Offset pins to be set in the back of curb and 5/8" x 24" rebar with numbered survey cap to be placed at all lot corners. Nail and brass tag to be set at lot corners located in paved areas.

Sidewalk maintenance shall be by the Village at Kimball Junction association. Center Medians are to be constructed from SR-224 on both Newport and Ute Boulevards.

Geotechnical investigations must be provided with each lot prior to obtaining a building permit.

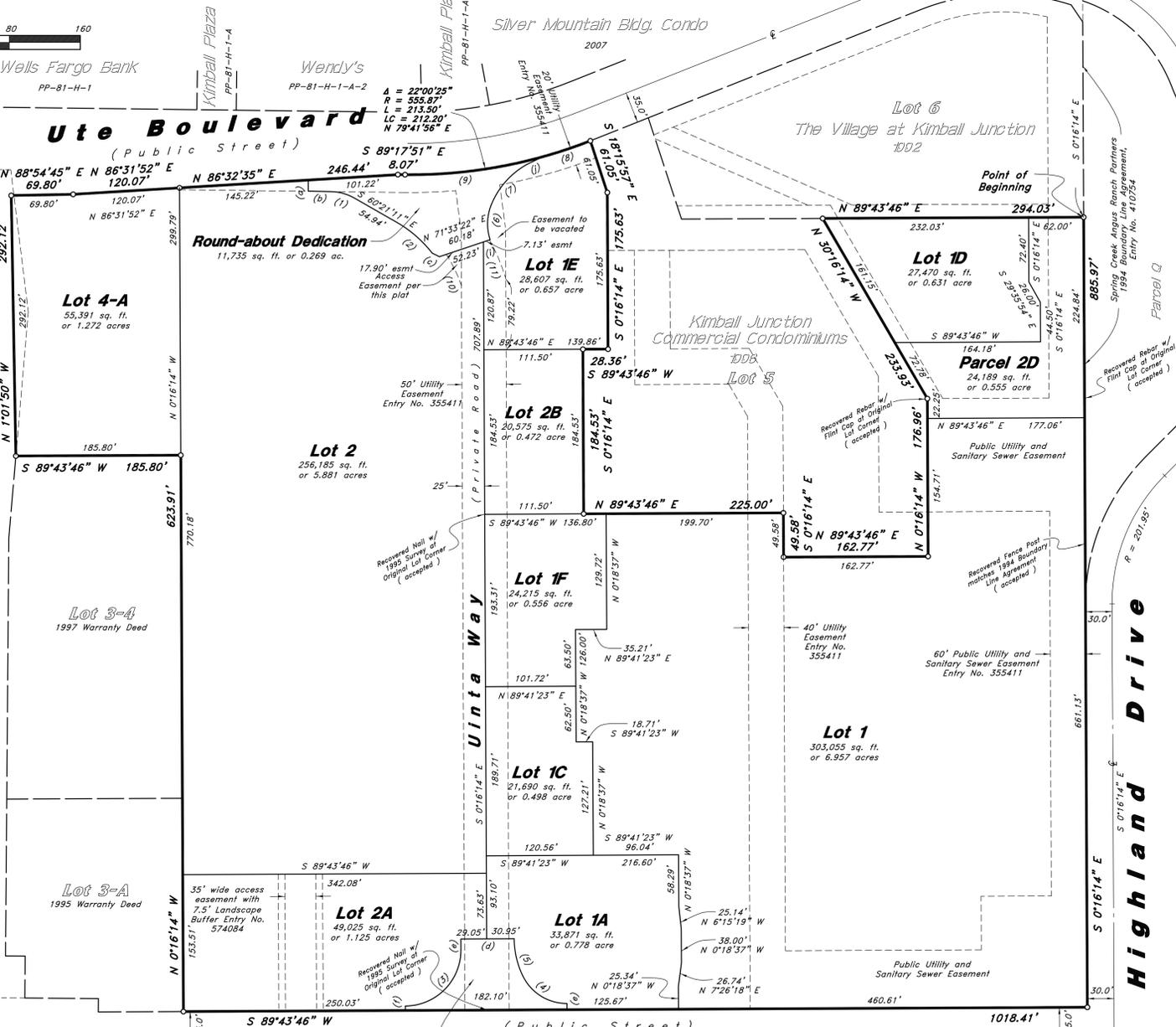
The Owners acknowledge the Snyderville Basin Traffic Master Plan Long Range Additional Capacity Needs at the Intersection of Ute Boulevard and SR-224.



State Highway 224
Kimball Junction Subdivision

Line Table

LINE	BEARING	LENGTH
(a)	S 0°10'53" E	12.45'
(b)	S 88°51'19" E	25.59'
(c)	S 63°54'50" E	9.20'
(d)	S 89°43'46" W	60.00'
(e)	S 0°16'14" E	11.88'
(f)	S 0°16'14" E	5.00'
(g)	N 0°16'14" W	7.00'
(h)	S 89°43'46" W	30.95'
(i)	N 71°33'22" E	7.95'
(j)	N 64°08'23" E	20.04'



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)261-0200 Ogden (801)234-7288 Fax (801)261-0651

Water Company Approved this _____ day of _____ A.D. 20____ Summit Water Distribution Company	Utility Easement Approval The utility easements have been approved and accepted this _____ day of _____ A.D. 20____ Rocky Mountain Power
Water Reclamation District Approved this _____ day of _____ A.D. 20____ S.B.W.R.D.	Snyderville Basin Special Recreation District Approved this _____ day of _____ A.D. 20____ District Administrator

Acknowledgments

State of _____ County of _____

On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that he/she is the _____ of O'Brien-Kiernan Investment Co., which is the Manager of OBK Kimball Junction, LLC and that the foregoing instrument was signed by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Residing at: _____
Commission Expires: _____

Print Name _____ A Notary Public

State of _____ County of _____

On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that he/she is the _____ of Smith's Food and Drug Centers, Inc. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Residing at: _____
Commission Expires: _____

Print Name _____ A Notary Public

State of _____ County of _____

On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that he/she is the _____ of IHC Health Services, Inc., and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Residing at: _____
Commission Expires: _____

Print Name _____ A Notary Public

The Village At Kimball Junction SPA
Amending all of Lots 1 and 2, a portion of Lot 4, and Parcel A, and All of Parcels D and E, The Village at Kimball Junction, located within the Northwest Quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Base & Meridian, U.S. Survey, Summit County, Utah

Public Works Approved and accepted by the Summit County Public Works supervisor this _____ day of _____ A.D. 20____ Public Works Director	Park City Fire Service District Approved this _____ day of _____ A.D. 20____ Fire Marshal	County Assessor All taxes, interest and penalties owing to this land have been paid as of this _____ day of _____ A.D. 20____ County Engineer	County Planning Commission Approved this _____ Day of _____ A.D., 20____ Chair, Planning Commission	County Engineer The Summit County Engineer hereby certifies that this office has examined this plat and it is correct in accordance with information on file in this office. County Engineer	Approval as to Form Approved as to Form this _____ Day of _____ A.D., 20____ Attorney	County Council Presented to board of the Summit County Commissioners this _____ day of _____ A.D. 20____, at which time this plat was approved and accepted. County Council Chair	Recorded # State of Utah, County of Summit, Recorded and Filed at the Request of _____ Date _____ Time _____ Book _____ Page _____ Fee \$ _____ Salt Lake County Recorder
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**DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
“PROJECT”**

THIS AGREEMENT is made this _____ day of _____, 20___, by and between Summit County, a political subdivision of the State of Utah ("the County"), and .., a Utah _____("Developer").

RECITALS:

A. Developer is the owner of certain property situated in the County of Summit, State of Utah, more particularly described in Exhibit A hereto and known as " _____ ("Project")".

B. The Developer desires to develop “Project”, hereinafter referred to as the ("Property") according to the recorded plat thereof (the "Plat") showing a proposed subdivision layout for said property.

C. Developer has further submitted to the County a Site Improvements Plan, referred to as the “Construction Drawings” for those improvements and landscaping as described in the Development Agreement or Development Approval, being constructed or installed by the Developer in connection with the Property, collectively the “Site Improvements Plan”.

D. The Summit County has approved the final site plan submitted by the Developer subject to certain requirements and conditions, which involve the installation and construction of utilities and the improvements shown on the Site Improvements Plan for the Property.

NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated and for other valuable consideration, the adequacy of which is acknowledged by the parties hereto, it is agreed as follows:

1. Developer's Guarantee and Warranty

Developer hereby guarantees the installation, as hereafter provided and as necessary to serve the Property, and payment therefore, of all private roads and private road improvements, all utility lines, storm drainage improvements, and any other improvements described in the Site Improvements Plan. Developer hereby warrants all road improvements and utility improvements constructed or installed by Developer against defects in materials and workmanship for a period of two full year's normal operation after acceptance by the County Engineer or the utility companies of such

improvements. The County shall either retain ten (10) percent or require a bond or escrow equal to ten (10) percent of the required total improvement costs until twenty four months from the date of completion of the improvements and acceptance thereof by the County, as a guarantee should the improvements prove to be defective during said 24-month period. Developer agrees to promptly correct any deficiencies in installation in order to meet the requirements of the plans and specifications applicable to such installation. In the event such installation is not completed according to the specific plans set forth in the Site Improvements Plan, the County shall have the right to cause such work to be done as is necessary to complete the installation in such manner and Developer shall be liable for the cost of such additional work.

2. Water Lines and Sanitary Sewer Collection Lines

(a) At the request of developer, The Snyderville Basin Water Reclamation District (the "District") has entered into a Line Extension Agreement to provide for the installation of all sanitary sewer collection lines, whether such lines and other improvements are actually on the Property, bordering the Property or on other lands connecting the Property to the existing sewage collection system, in accordance with the standard specification of the District.

(b) At the request of developer, The _____ ("Water Provider") has entered into a Development Agreement to provide for the installation of all water lines, whether such lines and other improvements are actually on the Property, bordering the Property or on other lands connecting the Property to the existing water distribution system, in accordance with the standard specification of the Water Provider.

(c) It is anticipated that the installation of said sanitary sewer lines and waterlines will be completed within two years from the date hereof.

(d) The cost of all said sanitary sewer lines shall be borne by Developer pursuant to an agreement between Developer and the District, and Developer shall enter into a separate guarantee and warranty to the District for such facilities.

(e) The Developer has agreed to construct and pay for culinary and fire protection waterlines to serve the Property, and to transfer maintenance and ownership of said waterlines and other water improvements to the Water Provider, after acceptance and approval of said improvements by the Water Provider. The cost of all said waterlines and water improvements shall be borne and guaranteed by the Developer, pursuant to this Development Improvements Agreement.

3. Electric, Gas, Telephone and Cable TV Facilities

(a) At the request of the Developer, Rocky Mountain Power shall engineer

and provide for the installation of all electric distribution lines and facilities required for the Property, and Developer shall pay for such work in accordance with the established charges of Rocky Mountain Power.

(b) At the request of Developer, Questar Gas Company shall engineer and provide for the installation of all required gas lines and facilities required, and Developer shall pay for such work in accordance with the established charges of Questar Gas Company.

(c) At the request of Developer, Qwest Communications shall engineer and provide for the installation of all required telephone lines and facilities and Developer shall pay for such work in accordance with the established charges of Qwest Communications.

(d) At the request of the Developer, one of the following options shall be selected by the Developer for television service: (i) a service provider designated by the Developer shall engineer and provide for the installation of all cable television lines or comparable fiber optic facilities required for the Property, and Developer shall pay for such work in accordance with the established charges of said service provider; and/or (ii) Developer shall make arrangements with a service provider for individual satellite television reception.

(e) The installation of the electric, gas, telephone and cable television facilities is anticipated to be completed within two years from the date hereof.

4. Storm Drainage Improvements

(a) The Developer shall install all storm drainage facilities described in the Site Improvements Plan and in accord with Summit County Code § 9-3-1 et. seq.

(b) Developer anticipates completing the installation concurrent with the completion of the site improvements.

5. Trail Easements

With respect to those public trail easements shown on the Plat which are to be dedicated by Developer to the Snyderville Basin Special Recreation District ("Rec District"), Developer agrees to contribute to the cost of improving such trails in accordance with the agreement between the Rec District and Developer.

6. Roads

Developer agrees to construct, at Developer's cost, all private roads and private

road improvements, within the Property, in accordance with the plans and specifications of the Site Improvements Plan. Developer anticipates completing said road and road improvements construction within two years from the date hereof. Developer agrees to install any traffic control signs and standard street name signs as required by the County and to re-vegetate all cuts and fills resulting from construction in a manner which will prevent erosion. The construction of such roads shall be subject to inspection and approval by the County Engineer and the cost of such inspection shall be paid by the Developer.

7. Landscaping

Developer shall install landscaping in accordance with the Site Improvements Plan, at Developer's expense, and within two years from the date hereof. All such landscaping is subject to approval by the Community Development Director.

8. Weed Control

The Developer agrees to comply with Summit County Code §4-4-1et. seq. relative to control and elimination of all noxious species of plants as identified within the project boundaries. The Developer further agrees to coordinate with the Summit County weed department, prior to commencement of work, relative to inspections and importations of weed free project materials.

9. Road Cuts

Developer acknowledges that the County has adopted a road cut ordinance, the provisions of which shall apply to the alteration of any road necessitated by the installation of any utilities described in this Agreement.

10. Traffic Control

During the construction of any utilities or improvements described herein, Developer shall be responsible for controlling and expediting the movement of vehicular and pedestrian traffic through and around all construction sites and activity. Such control shall be according to the latest version of the Manual of Uniform Traffic Control Devices.

11. Maintenance and Repair

Developer agrees that it shall repair or pay for any damage to any existing public improvements damaged during the construction of new improvements. The County shall notify Developer within a reasonable time after discovery of any claim hereunder, and Developer shall have a reasonable period of time within which to repair said damage.

12. Financial Assurances

To insure developer's performance under this Agreement, (except for the installation of the Sanitary Sewer Collection Lines described in Paragraph 2 above which are to be directly guaranteed to the District with separate financial assurances from Developer , the Developer shall, prior to the recording of the Plat, provide the County with sufficient security, to ensure completion of the required improvements, in the amount of 120% of the cost of construction determined in accordance with the schedule in Exhibit B. The security shall be in the form of either: 1) a letter of Credit drawn upon a state or national bank- said Letter of Credit shall: (1) be irrevocable, (2) be of a term sufficient to cover the completion and warranty periods, and, (3) require only that the County present the issuer with a signed draft and a certificate signed by an authorized representative of the County certifying to the County's right to draw funds under the Letter of Credit; or 2) Establishment of an Escrow Account or Completion Bond with the guarantee that all improvements shall be installed within two (2) years or the account or bond will be called by the County to complete the improvements. Acceptable escrow agents shall be the Summit County Treasurer's Office, or banks or savings institutions which are federally insured. This two (2) year deadline may be extended by the County upon showing of sufficient cause.

As portions of the improvements are completed in accordance with this Development Improvements Agreement, County regulations, and the approved Site Improvements Plan, the Developer may make application to the County Engineer to reduce the amount of the original letter of credit, cash escrow or completion bond. If the Chief Executive Officer is satisfied that such portion of the improvements has been completed in accordance with County standards, they may cause the amount of the letter of credit, cash escrow or completion bond to be reduced by such amount that they deem appropriate, so that the remaining amount of the letter of credit, cash escrow or completion bond adequately insures the completion of the remaining improvements.

13. Default

If Developer shall default in the performance of Developer's obligation hereunder and shall fail to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of such default (or if such default cannot be cured within the aforesaid period of time, if the Developer shall fail to promptly commence to cure the same and to thereafter diligently proceed with such cure), then the County shall be entitled to undertake such work as may be necessary and appropriate to cure such default and the County shall be reimbursed for the reasonable costs thereof either by payment of such costs to cure the default within 30 days of delivery of an invoice to Developer or by obtaining funds under the security.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed the date and year first written above.

APPROVED:

ATTEST:

SUMMIT COUNTY

Anita Lewis
Assistant County Manager

By: _____
Robert Jasper
County Manager

APPROVED AS TO FORM:

Jami Brackin, Deputy County Attorney

ACCEPTED:
"Developer"

By: _____
Its: _____

STATE OF _____:
County of _____

Personally appeared before me this ___ date of _____, 20___ the following:

who acknowledged to the that __he__ executed this agreement.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC
RESIDING IN _____

Ute Boulevard

Village Kimball Junction



Scale: 1" = 40'



SR - 224



Del Taco

Future Retail

Ex. Retail Shops

Chase Bank

Smith's

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

Financial Institution
5,000 sq. ft.

Retail Pad E
6,750 sq. ft.

Retail Pad F
4,250 sq. ft.

Retail Pad C
6,000 sq. ft.

Retail Pad B
137 sq. ft.

Retail Pad A
3,637 sq. ft.

Affordable Housing
9,908 sq. ft. (footprint)

Existing Retail
26,000 sq. ft.

Existing Retail
103,129 sq. ft.

Utah Way

Highland Drive

Newport Boulevard

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

SMC72LS-OV

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS and LAND SURVEYORS
2010 North Redwood Road, P.O. Box 16747
Salt Lake City, Utah 84116
Phone: (801) 551-8551
Fax: (801) 551-8551

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

21 Nov, 2011
SHEET NO.

LS

Exhibit 10



Scale : 1" = 20'



Ute Boulevard

SR 224

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 12 Sheet C4.2

Site Data Table

Site Area	= 57,285 sq. ft. (1.315 acres)
Building Area:	
Del Taco	= 2,890 sq. ft.
Future Retail	= 5,000 sq. ft.
Total	= 7,890 sq. ft. (13.7%)
Parking Provided	= 60 Stalls (7.5/1000)
Landscape Provided	= 11,887 sq. ft. (20.8%)

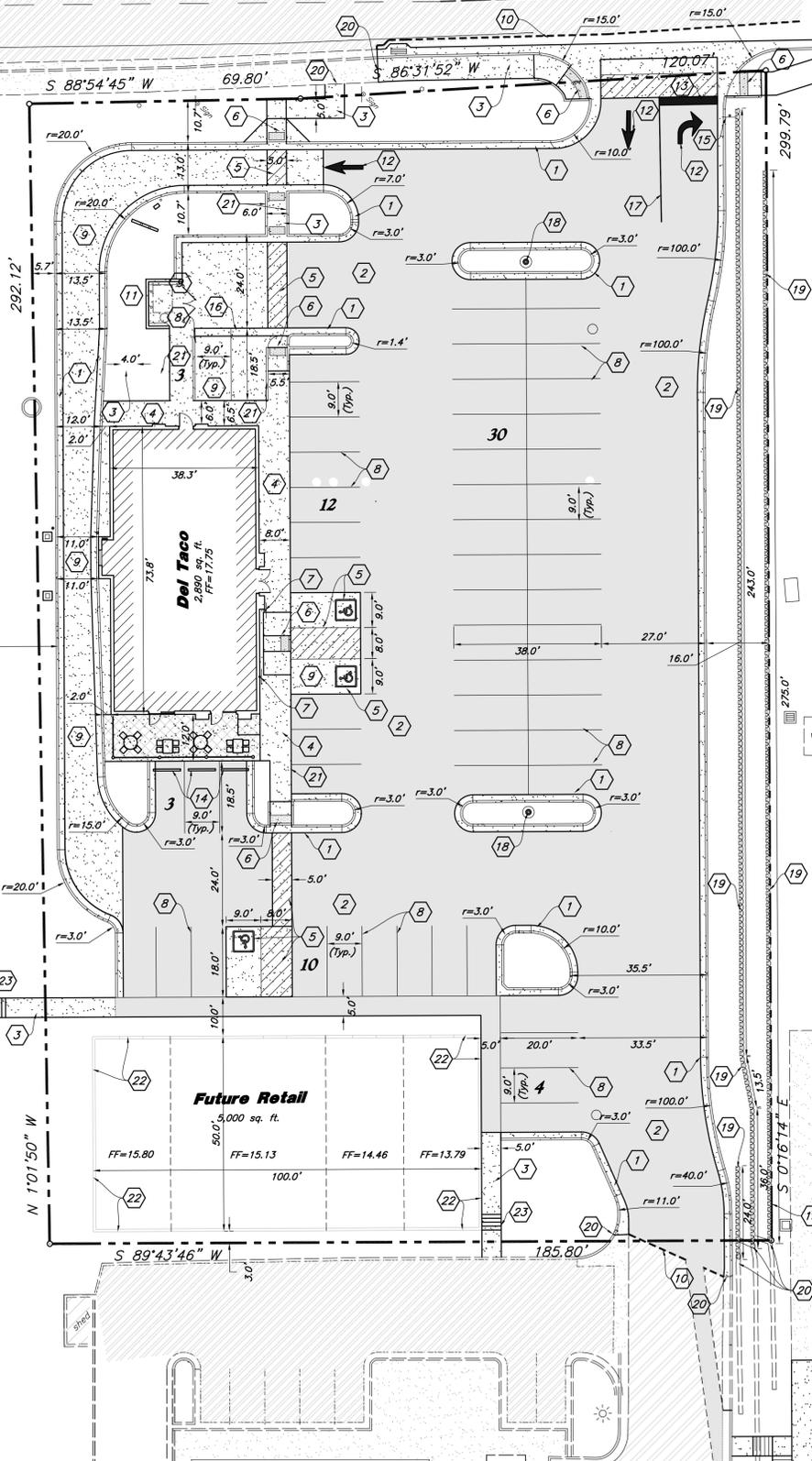
Site Construction Notes

- 1 Const. 24" Curb & Gutter (1/24.7)
- 2 Const. Asphalt Paving (2/24.7)
- 3 Const. Conc. Sidewalk (3/24.7)
- 4 Const. Thickened Edge Sidewalk (4/24.7)
- 5 Const. ADA Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- 6 Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Editions)
- 7 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Editions)
- 8 Const. 4" White Paint Stripe (Typ.)
- 9 Const. Conc. Paving (9/24.7)
- 10 Sawcut; Provide Smooth Clean Edge
- 11 Dumpster Enclosure (See Arch.)
- 12 Const. Directional Arrows per MUTCD
- 13 Const. 24" White Stop Bar
- 14 Const. Conc Wheel Stop (14/24.7)
- 15 Const. Stop Sign per MUTCD R1-1
- 16 Const. 2" Concrete Waterway (16/24.7)
- 17 Const. 4" Solid Yellow Paint Stripe
- 18 Const. Light Pole (See Site Lighting Plan)
- 19 Const. Keystone Retaining Wall (See Manufacturers Plans)
- 20 Connect and Match Existing Grade
- 21 Const. 6" Raised Curb (21/24.7)
- 22 Const. Structural Pad for Future Building
- 23 Const. 6" Concrete Risers (See Arch. Plans for Railing Details)

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 at the project that they believe do not comply with the current state of the ADA (ICC/ANSI A117.1-Latest Edition) and/or FHWA.

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 an 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 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 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.



GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS and LAND SURVEYORS
2010 North Redwood Road, P.O. Box 16747
Salt Lake City, Utah 84116
Fax: (801)921-9551
Salt Lake City (801)551-8529 Ogden (801)394-7288

Site Plan
Del Taco
Village at Kimball Junction
Ute Boulevard and SR-224
Summit County, Utah



30 Apr, 2012

SHEET NO. **C1.1**



Exhibit G3



SOUTH ELEVATION



EAST ELEVATION



EXHIBIT "A"



NORTH ELEVATION

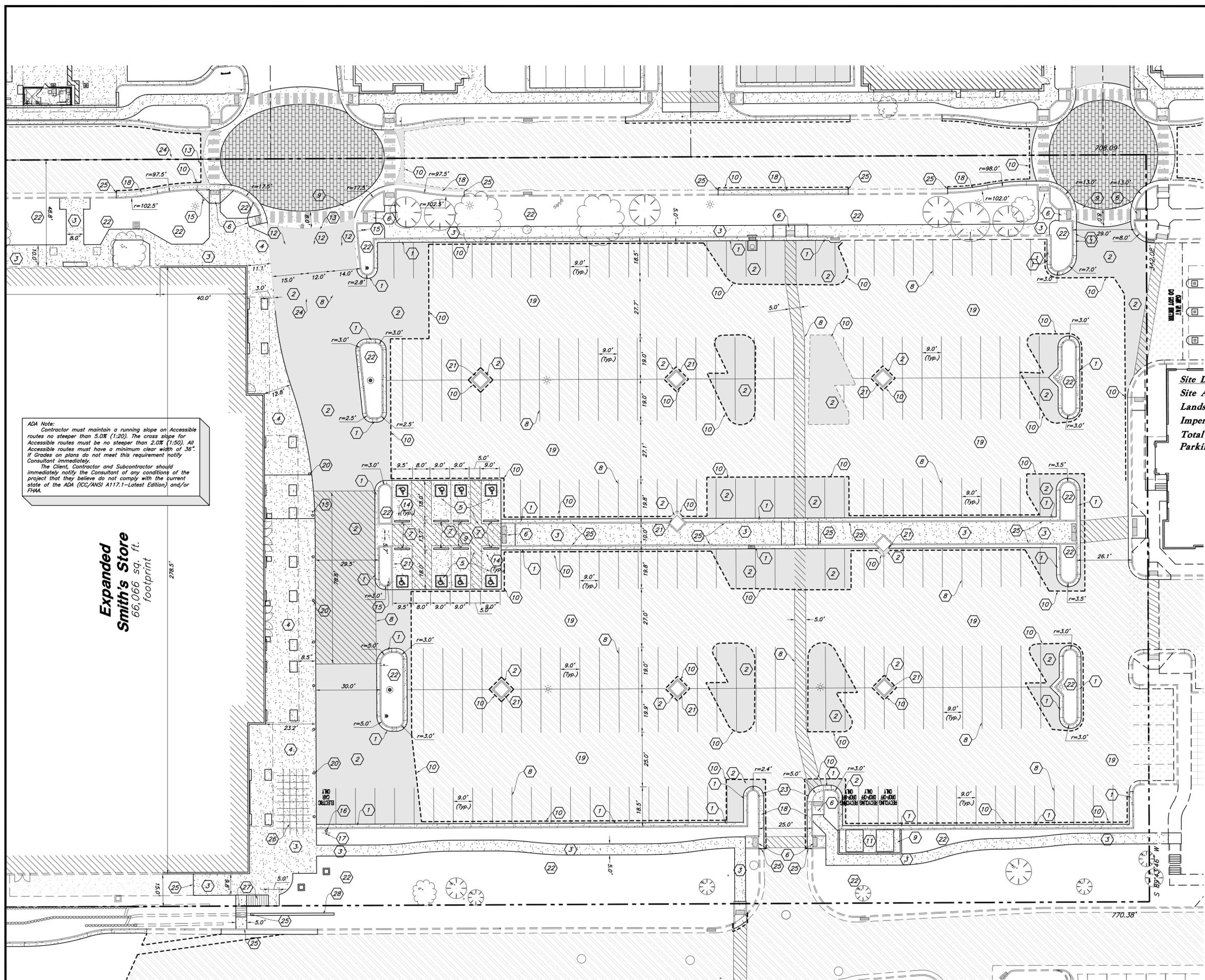


WEST ELEVATION

Del Taco
Kimball Junction



Scale : 1" = 20'



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.

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.

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 Editions)
- 7 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Editions) (Typ.)
- 8 Const. 4" White Paint 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 (Over Entire Parking Lot)
- 20 Const. 12" Dia. Precast Conc. Bollard (Typ.)
- 21 Const. 6" Raised Curb
- 22 Landscape Area, See Landscape Plan (Typ.)
- 23 Transition from 24" C&G to 30" C&G
- 24 Const. 4" Single Yellow Paint Stripe
- 25 Connect and Match Existing Grade
- 26 Const. Pavillion (See Architectural Plans)
- 27 Const. Prefabricated Metal Stairs
- 28 Const. Modular Block Retaining Wall

**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: KR
 Drafted by: BPH
 Client Name:
 Smith's Food and Drug

SNC072-SP

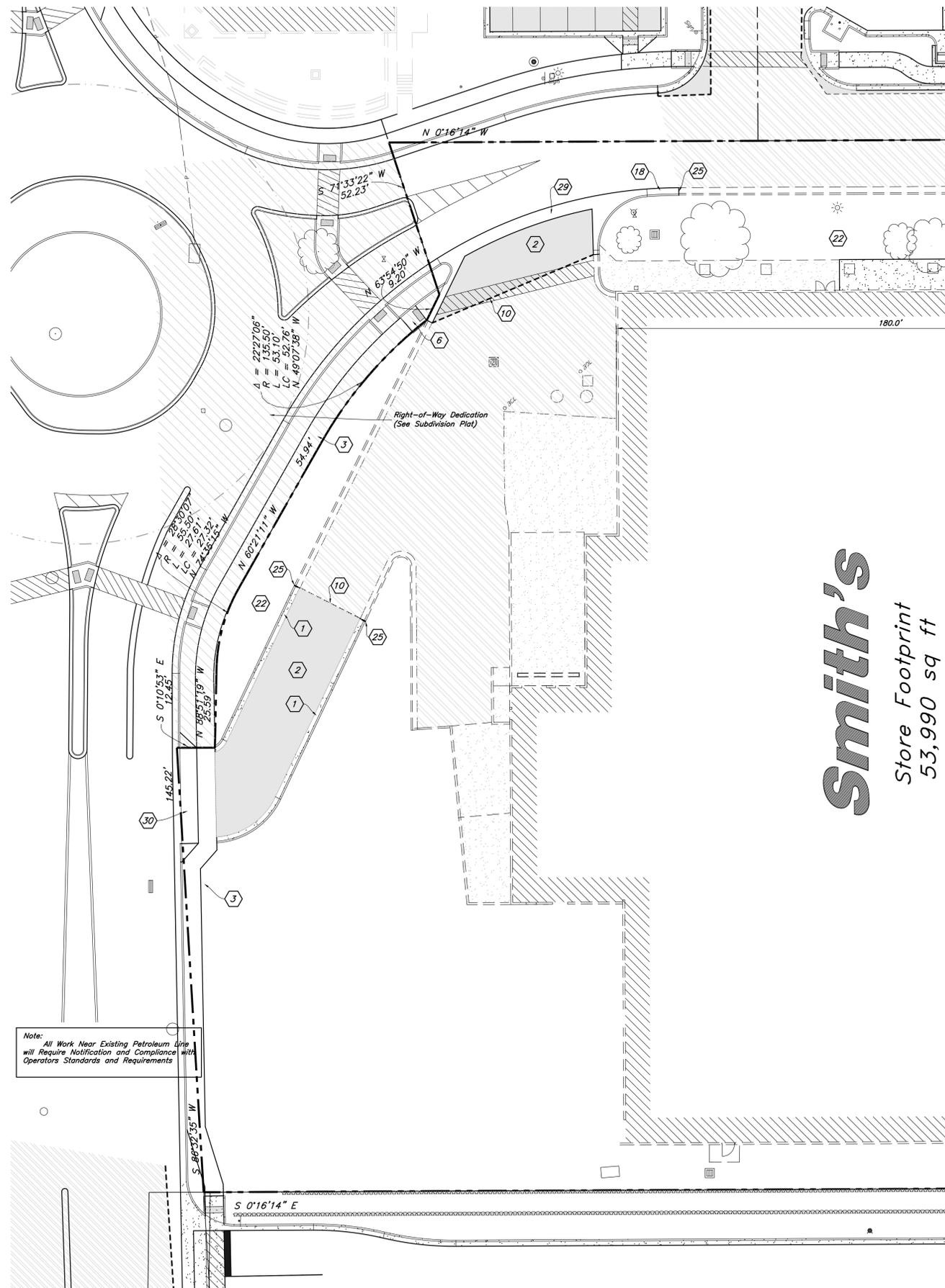
GREAT BASIN ENGINEERING - SOUTH
 CONSULTING ENGINEERS and LAND SURVEYORS
 2010 North Redwood Road, P.O. Box 16747
 Salt Lake City, Utah 84116
 Salt Lake City (801) 551-8529 Ogden (801) 394-7288 Fax (801) 521-9551

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



2 Apr, 2012

SHEET NO. **C1.1**



Note:
All Work Near Existing Petroleum Line
will Require Notification and Compliance With
Operators Standards and Requirements



Scale : 1" = 20'
20 0 20 40

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 Paint 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 (Over Entire Parking Lot)
- 20) Const. 12" Dia. Precast Conc. Ballard (Typ.)
- 21) Const. 6" Raised Curb
- 22) Landscape Area, See Landscape Plan (Typ.)
- 23) Transition from 24" C&G to 30" C&G
- 24) Const. 4" Single Yellow Paint Stripe
- 25) Connect and Match Existing Grade
- 26) Const. Pavilion (See Architectural Plans)
- 27) Const. Prefabricated Metal Stairs
- 28) Const. Modular Block Retaining Wall
- 29) Const. 4' Concrete Waterway
- 30) Const. Concrete Flared Driveway Approach

Smith's
Store Footprint
53,990 sq ft

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.

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

72
Summit County, Utah

REV	DATE	DESCRIPTION

Designed by: KR
Drafted by: BPH
Client Name:
Smith's Food and Drug
SNC072-SP

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS and LAND SURVEYORS
2010 North Redwood Road, P.O. Box 16747
Salt Lake City, Utah 84116
Fax: (801) 921-9551
Salt Lake City, (801) 551-8529 Ogden (801) 394-7288

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

2 Apr, 2012
SHEET NO.
C1.2



SOUTH EXTERIOR ELEVATION

← NEW CONSTRUCTION

EXISTING CONSTRUCTION →



Exhibit G5

General Site Notes:

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



Scale : 1" = 10'



Site Data

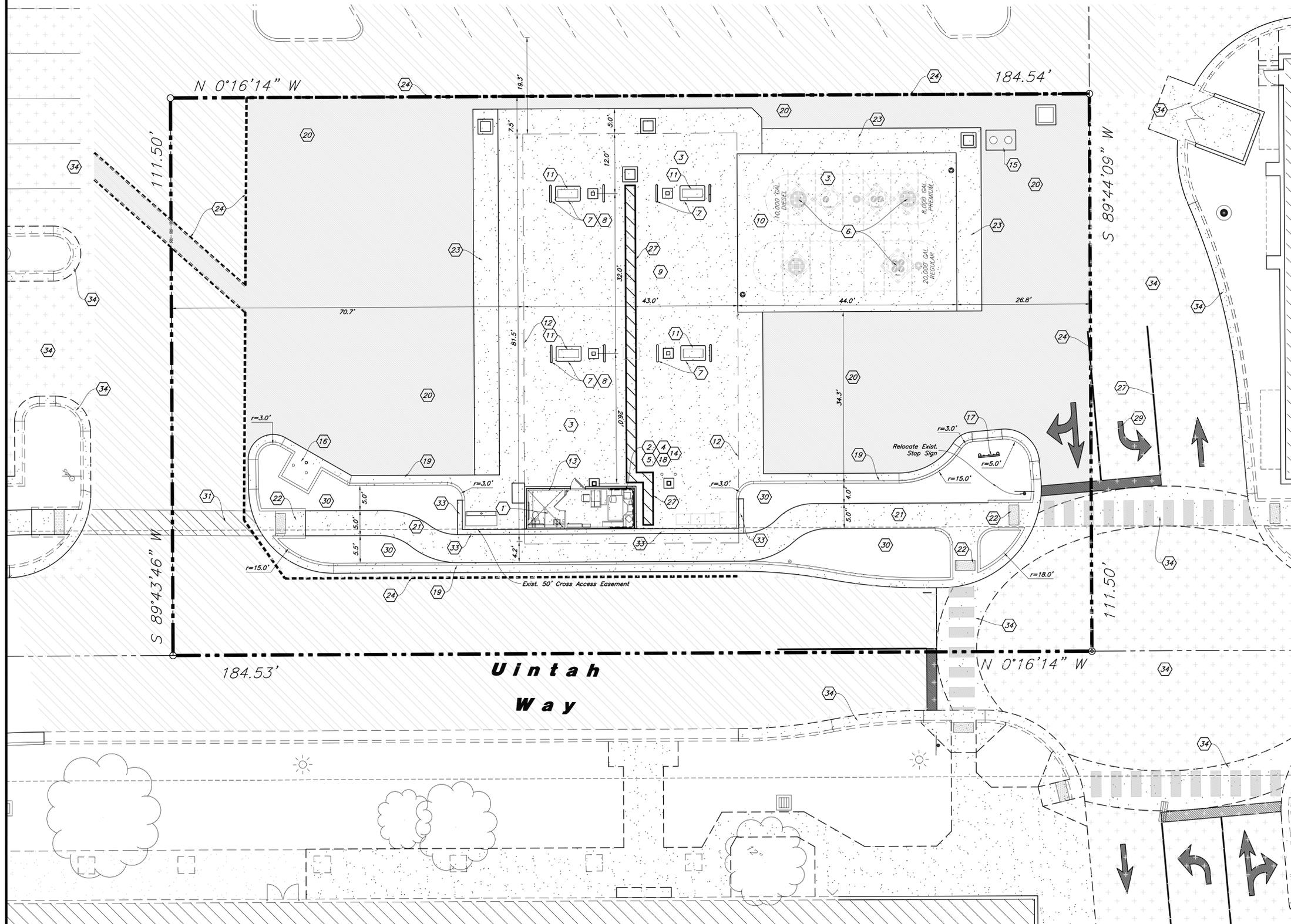
Site Area = 20,500 s.f. (0.47 ac.)
 Landscape Area Provided = 1,293 s.f. (6.3%)
 Building Area = 218 s.f. (1.1%)
 Impervious Area = 18,989 s.f. (92.6%)
 Parking Provided = See Store Parking Lot

Gas Station Notes:

- 1 GC to Supply, Assemble and Install 4'x2' Outside Wood Shed
- 2 Install roof penetration in kiosk and weather proof for speaker/camera wire installation.
- 3 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).
- 4 Provide caulking and painting as necessary to touch up exterior panels of the kiosk.
- 5 GC is to Caulk inside and outside of Kiosk in conjunction with Galloway Foundation Detail.
- 6 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-Dvoc 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. Diesel SW4084, Safety Yellow
- 7 Paint all ballards and island forms with Contractor supplied Sherwin Williams Industrial Enamel B66-Dvoc Series Paint.
- 8 Install a diesel tee, plug, and fittings in the MPD sumps of the islands with diesel.
- 9 Construct 6" Thick Concrete Canopy Drive Slab w/ Fiber Mesh
- 10 Construct 8" Thick Concrete Tank Pad w/ Fiber Mesh & Rebar Reinforcing. (See Architectural Plans for Section)
- 11 Contractor Shall Construct Dispenser Islands with Expansion Joint around Island & Ballard Protection. Install Fuel Dispenser (See Arch Plans) (Typ)
- 12 Overhead Canopy System Supplied and Installed by others. General Contractor to Install Footings, Conduits, & Conductors per Drawings by Madison Industries.
- 13 Vending Machines (Typ.)
- 14 General Contractor to Const. Floor and Foundation then Place Prefabricated Kiosk
- 15 Oil Water Separator. Coordinate with Utility Plan.
- 16 Const. 4'x6'x6" Concrete Pad for Air/Water. See Arch. Plans for Section.
- 17 Const. Remote Tank Vent Risers.
- 18 GC to Install Mechanical Equipment Screen Provided by Others
- 19 Const. 24" Curb & Gutter
- 20 Const. Asphalt Paving
- 21 Const. Conc. Sidewalk
- 22 Const. ADA Accessible Ramp
- 23 Const. 5" Conc. Waterway
- 24 Sawcut; Provide Smooth Clean Edge
- 25 Const. Asphalt Markings per MUTCD (Typ.)
- 26 Const. Stop Sign per MUTCD R1-1
- 27 Const. 4" Yellow Paint Stripe (Typ.)
- 28 Const. Conc. Paving
- 29 Const. 4" White Paint Stripe
- 30 Landscape, See Landscape Plans
- 31 Const. Yellow Paint Hatching 45° @ 2.0' O.C.
- 32 Const. Conc. Scoring at Intersection
- 33 Const. Concrete Retaining Wall
- 34 To be Constructed by Others



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
 Salt Lake City (801)551-8529 Ogden (801)394-7288 Fax (801)521-9551

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



7 May, 2012

SHEET NO.
C1.1

Smith's
 FOOD & DRUG STORES

1550 South Redwood Road
 Salt Lake City, Utah 84104
 Telephone (801) 974-1400

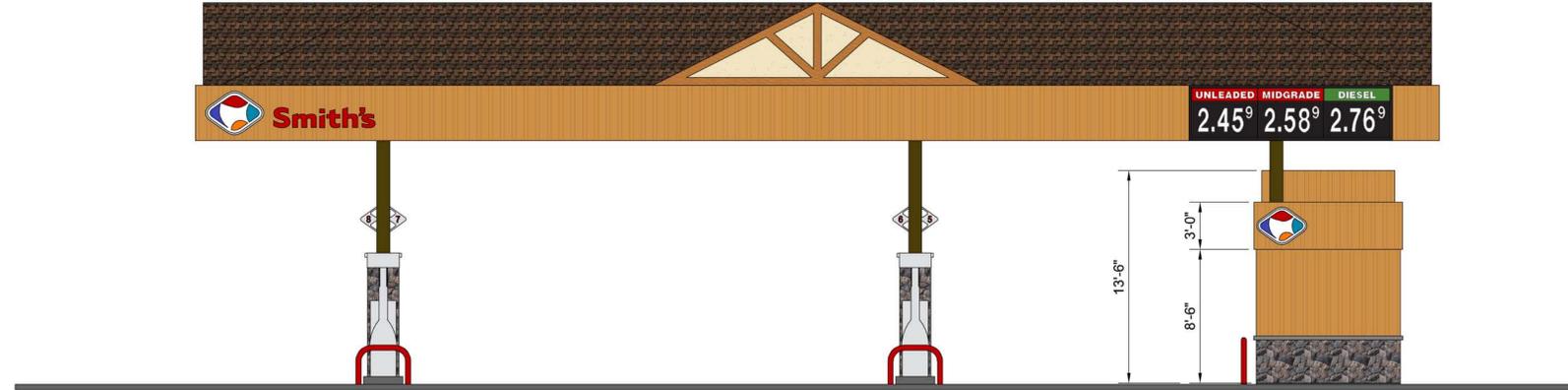
#72
 Summit County, Utah

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Smith's Fueling Center

Exhibit G4

KIMBALL JUNCTION, UT #S072



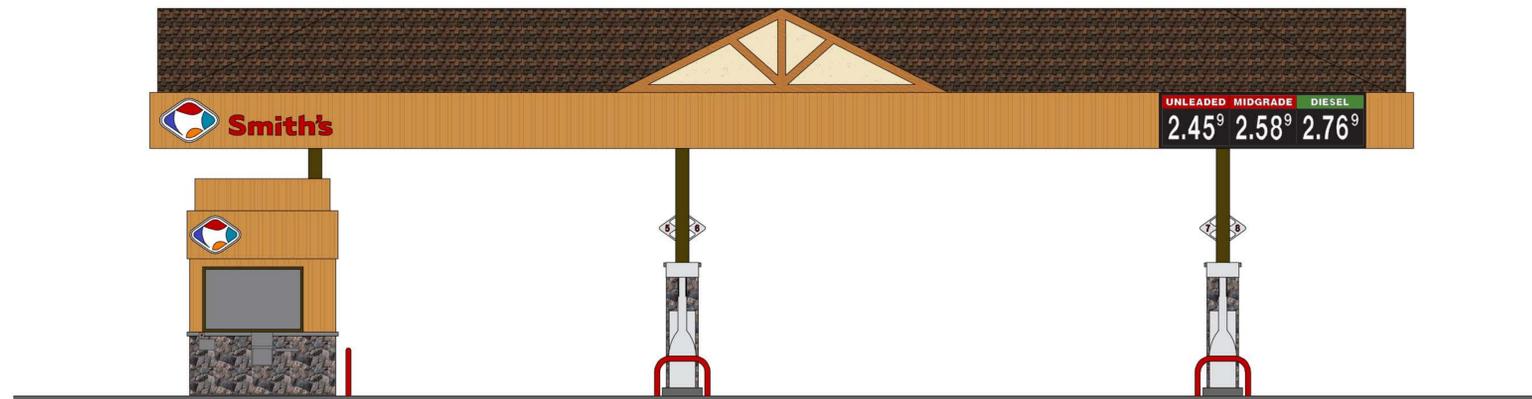
NORTH ELEVATION
SCALE: 3/16"=1'-0"



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



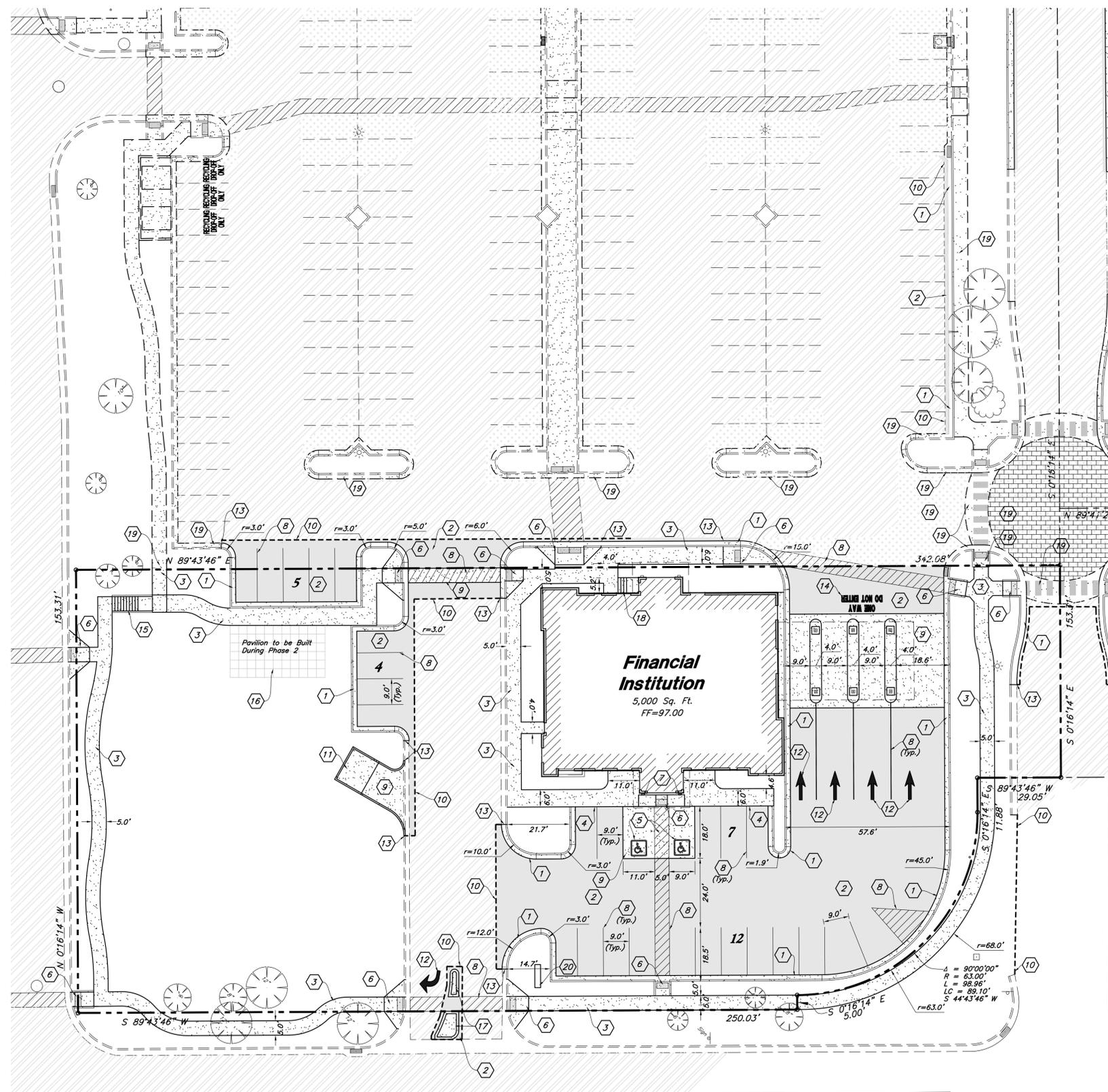
WEST ELEVATION
SCALE: 3/16"=1'-0"



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



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 (Attach to Building)
- 8 Const. 4" White Paint Stripe (Typ.)
- 9 Const. Conc. Paving
- 10 Sawcut; Provide Smooth Clean Edge
- 11 Dumpster Enclosure (See Sheet A501 of the Architectural Plans)
- 12 Const. Directional Arrows per MUTCD
- 13 Connect & Match Existing Grade
- 14 Const. "ONE WAY DO NOT ENTER" Asphalt Marking
- 15 Const. (10) 6" Concrete Risers
- 16 Const. Pavilion (See Architectural Plans)
- 17 Const. 8" Raised Concrete "Park-Chop" Island
- 18 Const. (4) 6" Concrete Risers (See Arch. Plans for Details)
- 19 To be Constructed by Others
- 20 Const. Monument Sign (by Separate Permit)

Site Data

Site Area = 48,957 s.f. (1.12 ac.)
 Landscape Area Provided = 17,773 s.f. (36.3%)
 Impervious Area Provided = 26,184 s.f. (53.5%)
 Building Area = 5,000 s.f. (10.2%)
 Parking Required = 4/1000 s.f. = 20 stalls
 Parking Provided = 23 stalls (4.6/1,000)

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 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.

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

Site Plan
Financial Institution
 Uimah Street and Newpark Boulevard
 Village at Kimball Junction
 Summit County, Utah

LICENSED PROFESSIONAL ENGINEER
 NO. 7936
 Bret G. Wahlen
 STATE OF UTAH

7 May, 2012
 SHEET NO.
C1.1



WEST ELEVATION



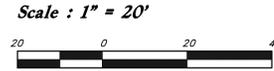
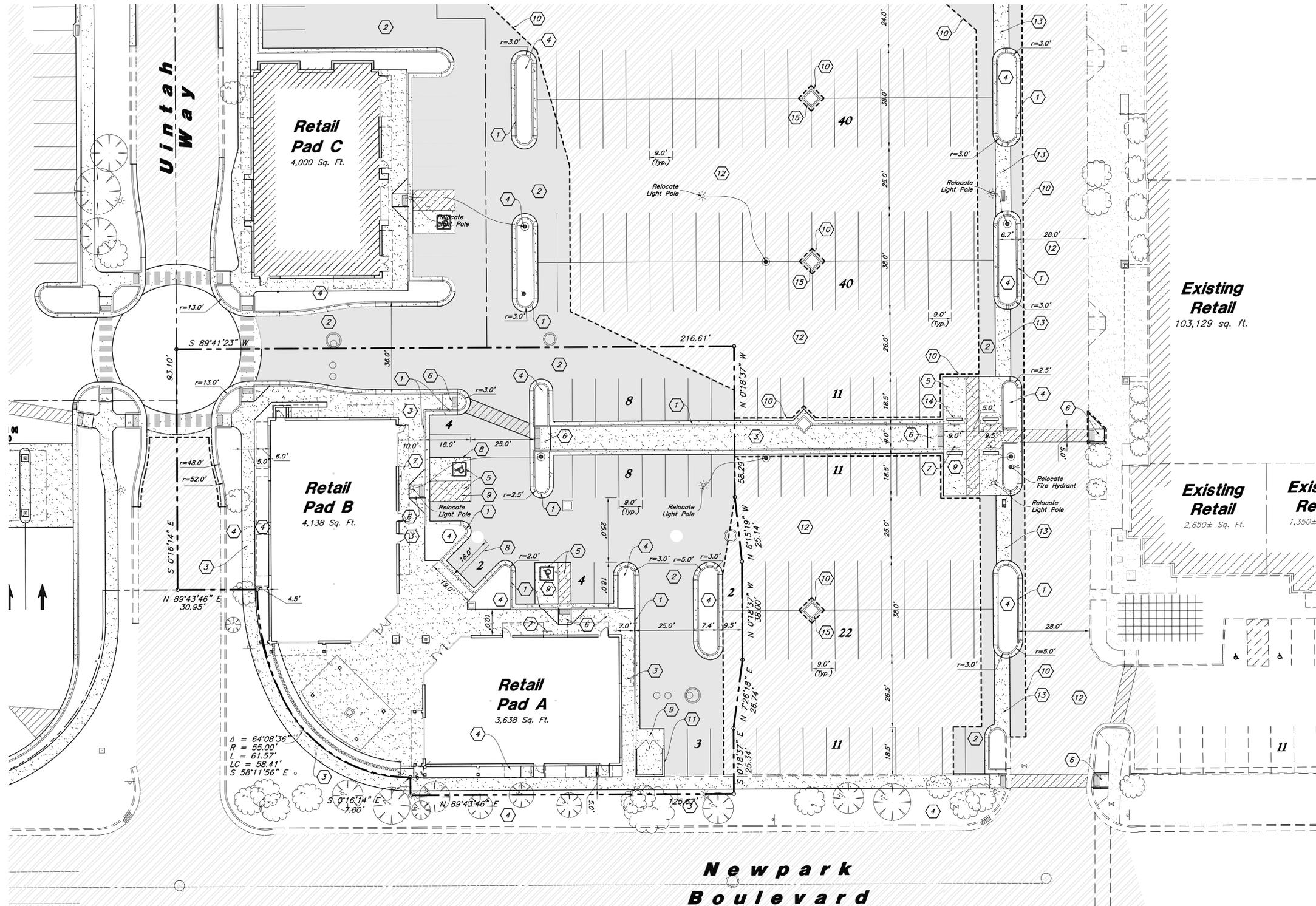
SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



Site Data - Parcel 1
 Site Area = 306,995 s.f. (7.048 ac.)
 Landscape Area Provided = 21,386 s.f. (7.0%)
 Impervious Area Provided = 182,480 s.f. (59.4%)
 Exist. Building Area = 103,129 s.f. (33.6%)
 Parking Required = 1/250 s.f. = 413 stalls
 Parking Provided = 413 stalls (4/1,000)

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

Existing Retail
 103,129 sq. ft.

Existing Retail
 2,650± Sq. Ft.

Exit Re
 1,350±

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) (Typ.)
- 6 Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (Typ.)
- 7 Const. ADA Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Editions) (Typ.)
- 8 Const. 4" White Paint Stripe (Typ.)
- 9 Const. Conc. Paving
- 10 Sawcut; Provide Smooth Clean Edge
- 11 Dumpster Enclosure (See Arch.)
- 12 Const. Slurry Seal (Typ.)
- 13 Const. Conc. Waterway
- 14 Const. Conc. Wheel Stop (Typ.)
- 15 Const. 6" Curb Planter

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.

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.
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DESIGNED BY: KR	DATE: 11-03-12
DRAWN BY: BPH	REV: 1
CLIENT NAME: OBK 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)551-8529 Ogden (801)394-7288 Fax (801)521-9551	
Site Plan Retail Pads A & B Village at Kimball Junction 1600 N. Highway 224 Summit County, Utah	
2 Apr, 2012	
SHEET NO. C1.1	

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OVERALL VIEW

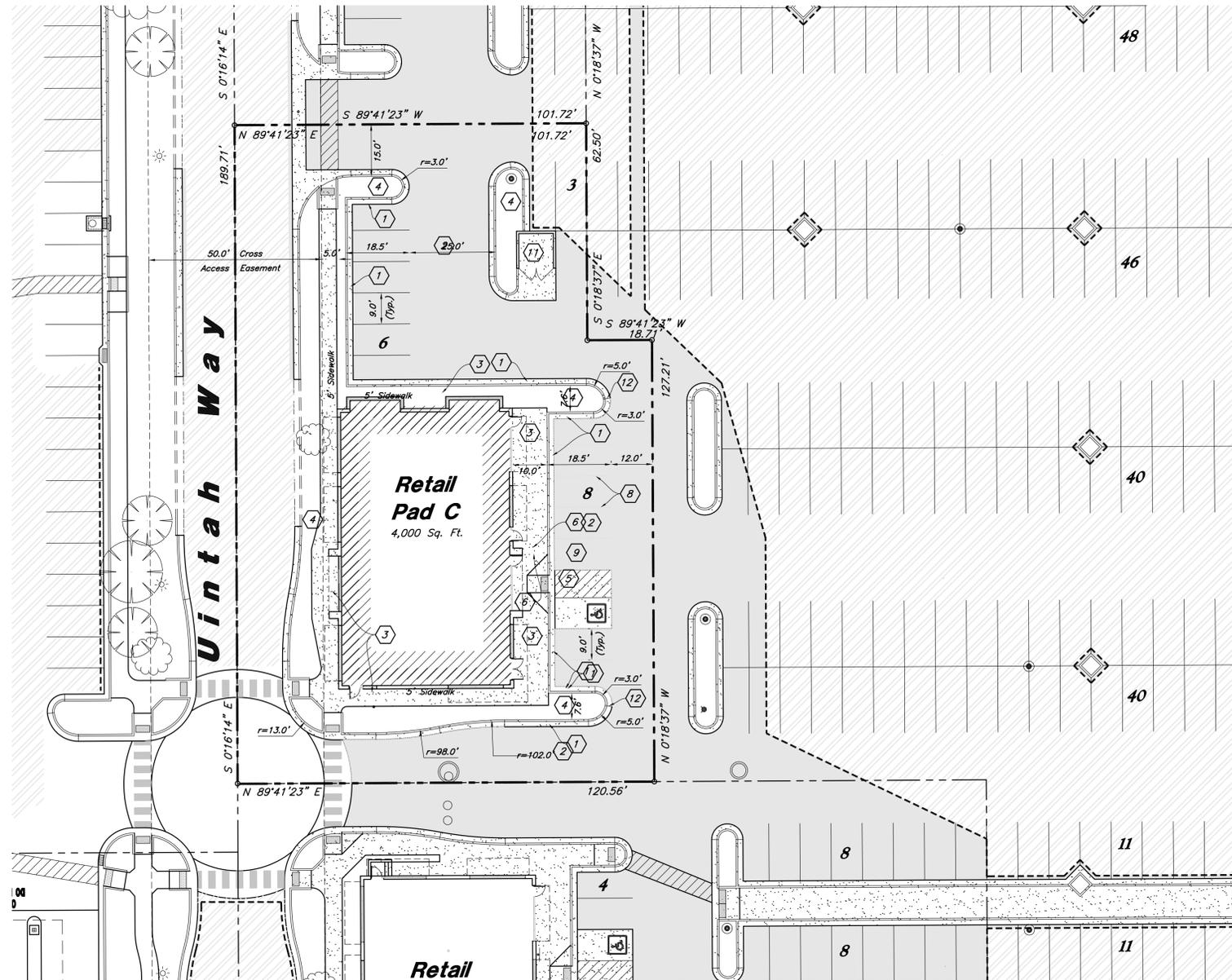


BUILDING PADS A AND B

Exhibit G6



Scale : 1" = 20'



Site Data

Site Area = 21,690 Sq. ft. (0.498 ac.)
Landscape Area Provided = 1,911 sq. ft. (8.8%)
Building Area = 4,000 Sq. ft. (18.4%)
Impervious Area = 15,799 s.f. (72.8%)
Parking Required = 1/250 s.f. = 16 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 Ramps 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. and 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 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.

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.

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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 FHWA.

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.

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS and LAND SURVEYORS
2010 North Redwood Road, P.O. Box 16747
Salt Lake City, Utah 84116
Fax: (801)921-9551
Salt Lake City (801)551-8529 Ogden (801)394-7288

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



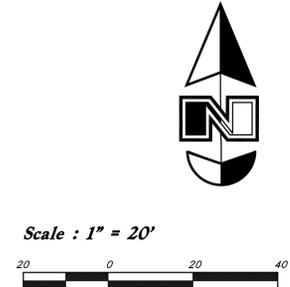
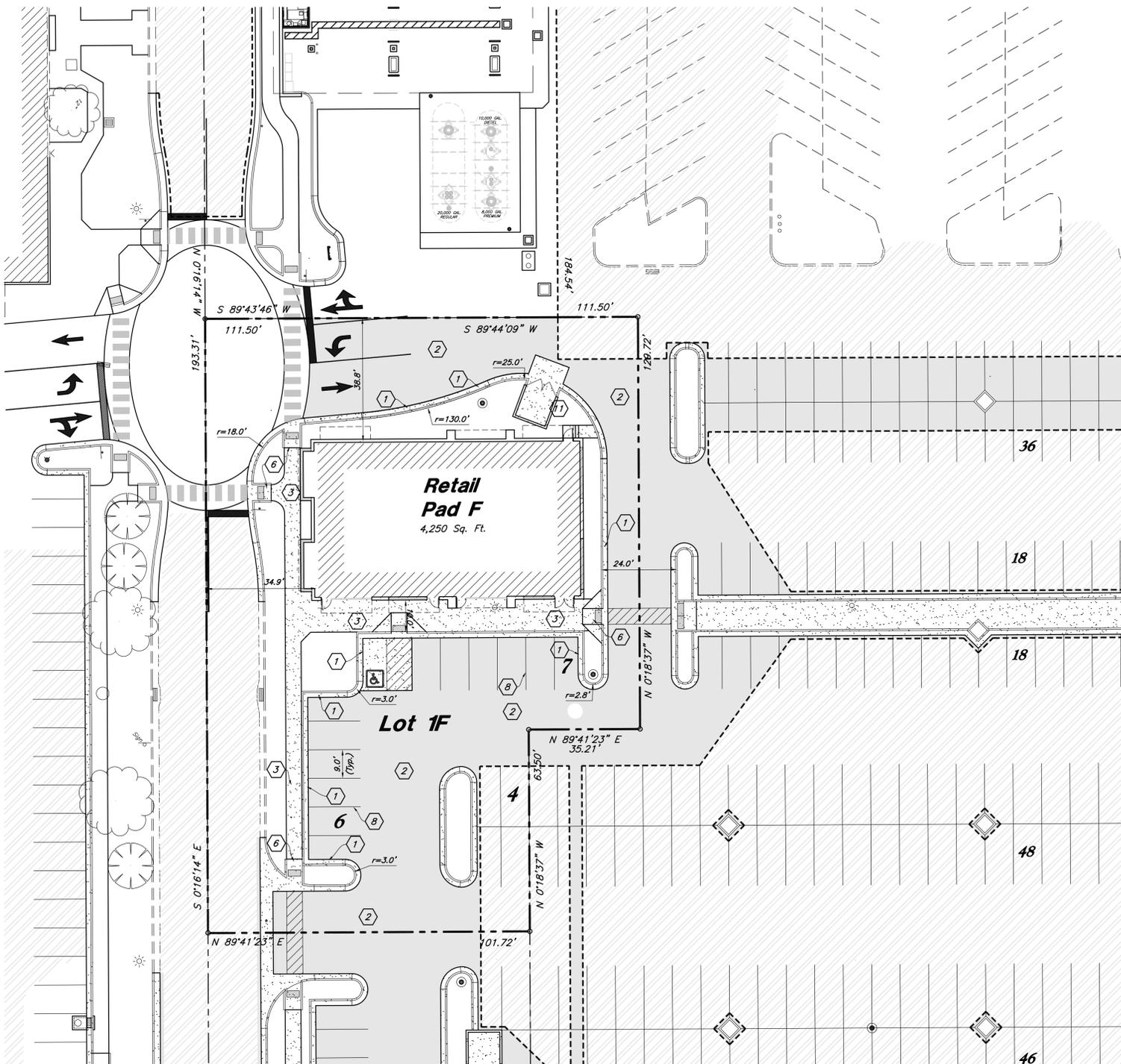
2 Apr, 2012

SHEET NO. **C1.1**

Exhibit G7



BUILDING PAD C



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 Ramps 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 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.

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 FHWA.

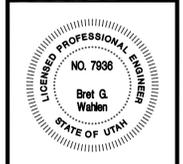
PRIVATE ENGINEER'S NOTICE TO CONTRACTORS
 The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited 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.

REV	DATE	DESCRIPTION

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
 Salt Lake City (801)551-8529 Ogden (801)394-7288 Provo (801)921-9551

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



2 Apr, 2012

SHEET NO.
C1.1

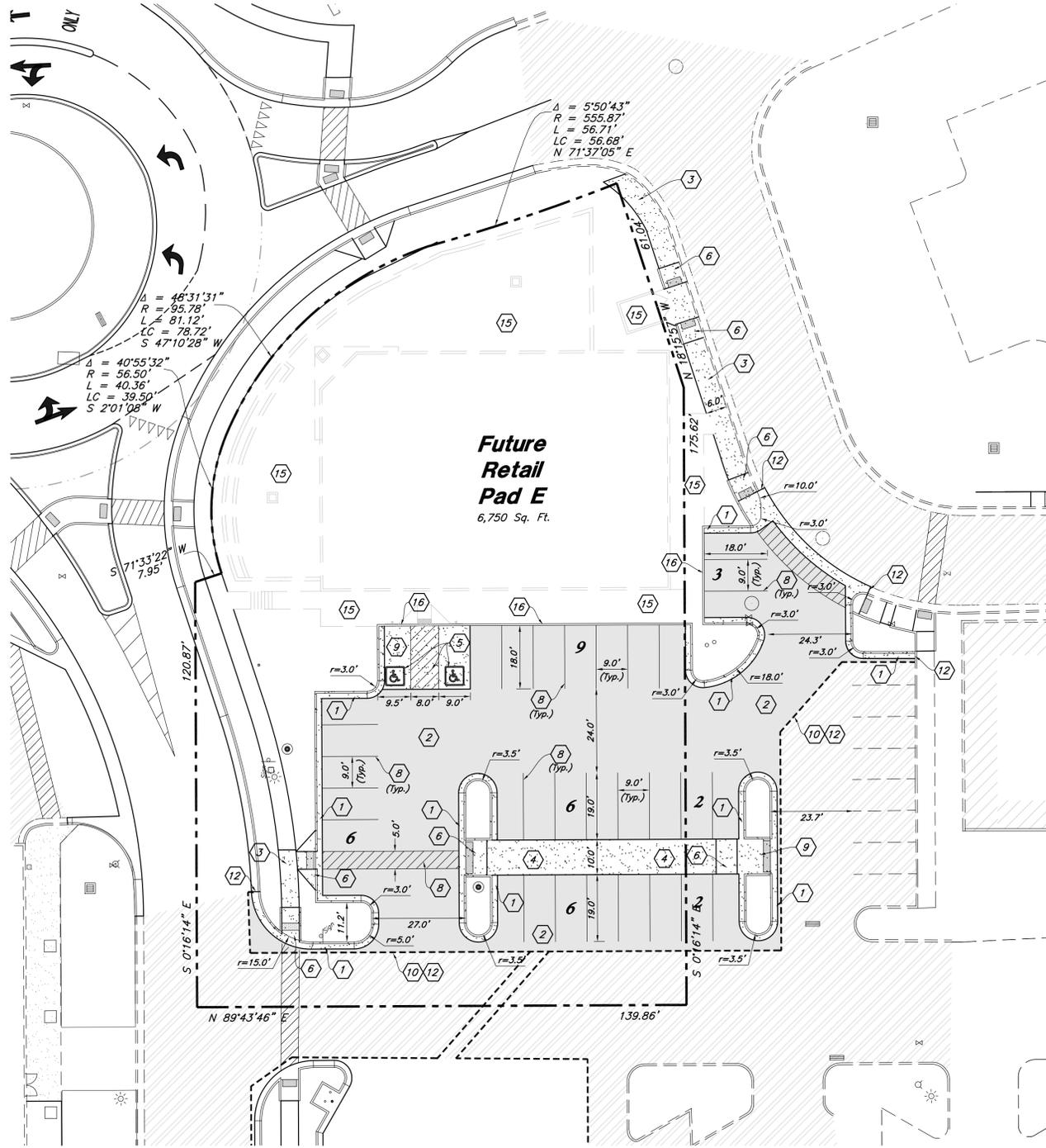
Exhibit G9



BUILDING PAD F



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 = 4/1,000 s.f. = 27 stalls
Parking Provided = 27 stalls (4/1,000)

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)
- 6 Const. ADA Accessible Ramp per ICC/ANSI A117.1 (Latest Editions)
- 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 Connect and Match Existing Grade
- 13 Const. Modular Block Retaining Wall
- 14 Const. (7) Concrete Risers
- 15 Future Improvement to Completed at a Later Time
- 16 Const. 6" Raised Curb

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.

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 an 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.

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.

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 FHWA.

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)551-8529 Ogden (801)394-7288 Provo (801)921-9551

Site Plan
Retail Pad E
Utah Way and Ute Boulevard
Village at Kimball Junction
Summit County, Utah

2 Apr, 2012

SHEET NO.
C1.1

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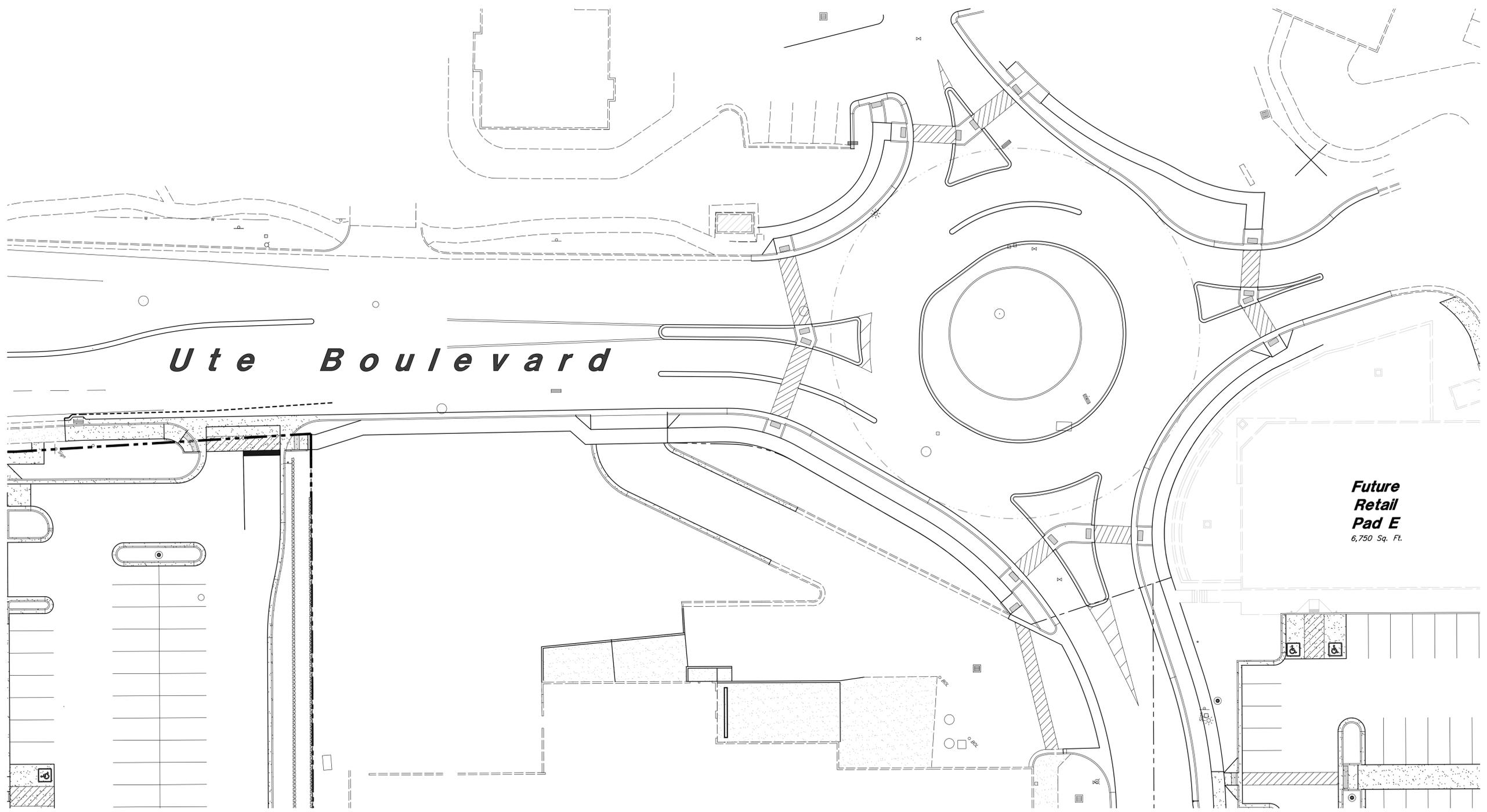
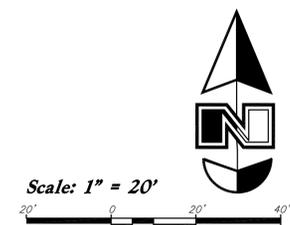
Exhibit G8



BUILDING PAD E



BUILDING PAD E



Ute Boulevard

Future Retail Pad E
6,750 Sq. Ft.

REV	DATE	DESCRIPTION

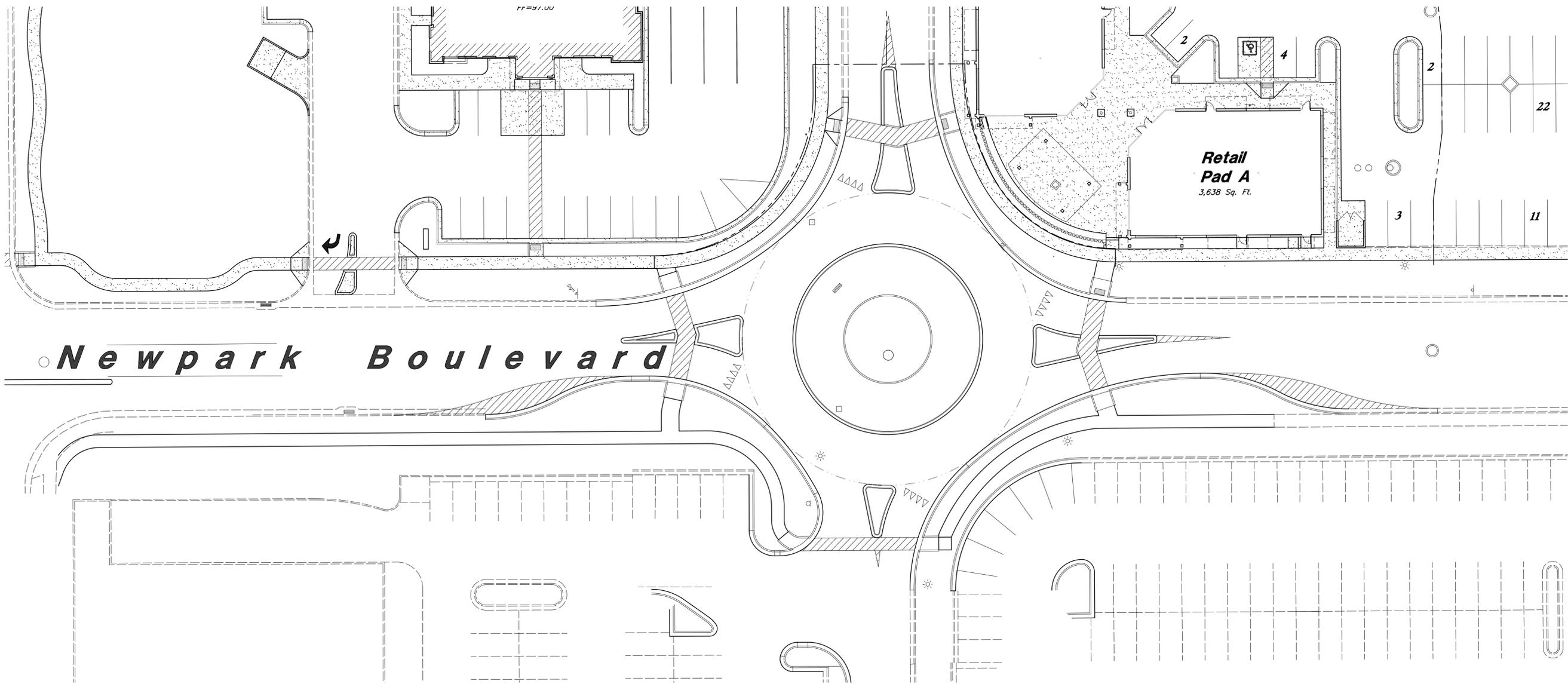
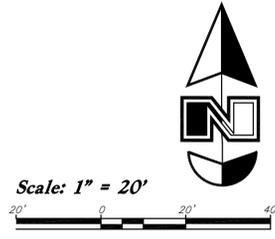
Designed by: ---
 Drafted by: ---
 Client Name: ---
 File Name: ---

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)551-8529 Ogden (801)394-7288 Provo (801)921-9551

Ute Blvd. Roundabout Plan
Village at Kimball Junction
 Summit County, Utah

11 May, 2012

SHEET NO.
UBR



REV	DATE	DESCRIPTION

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

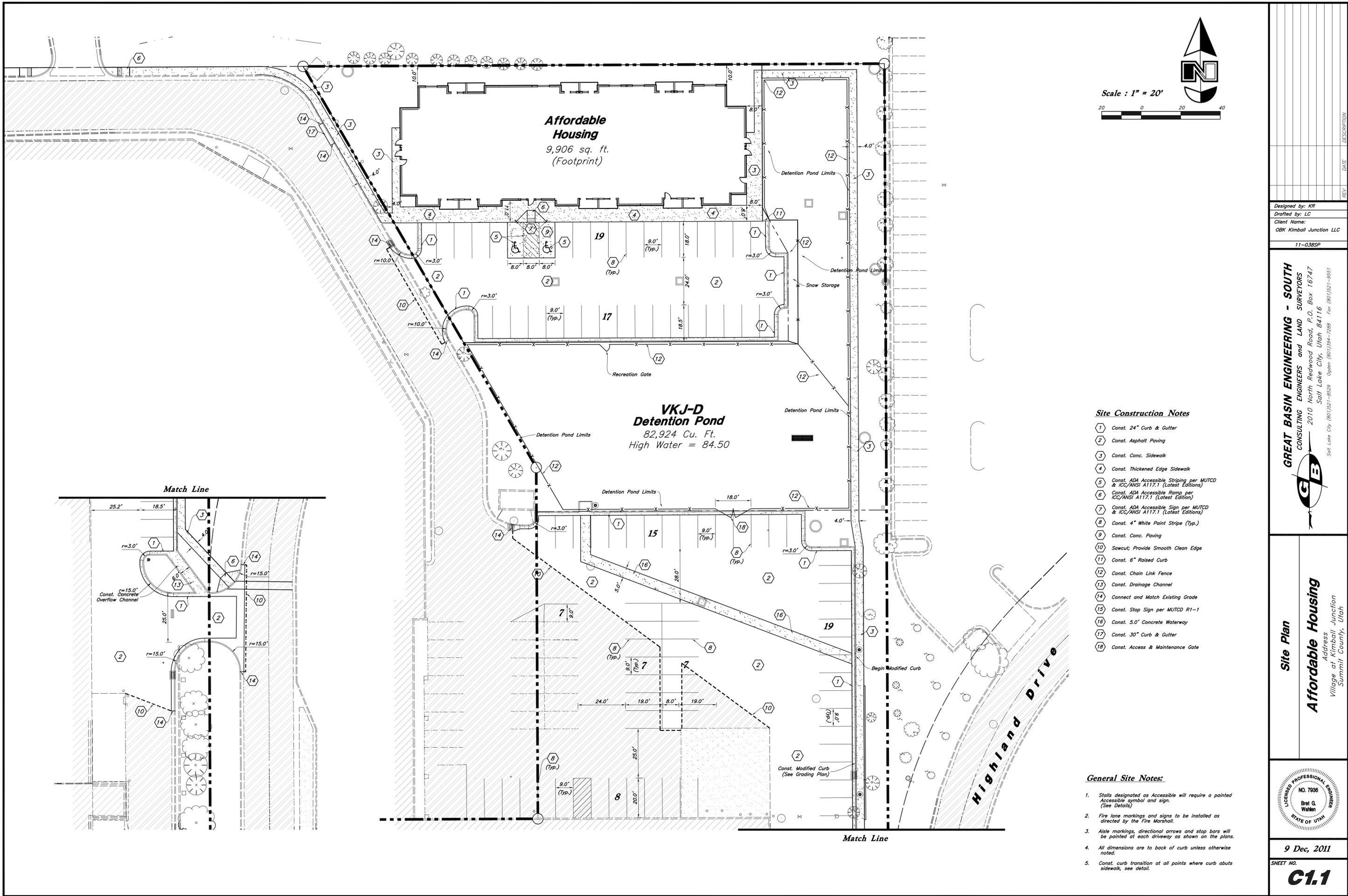
File Name

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)551-8529 Ogden (801)394-7288 Provo (801)921-9551

Newpark Blvd. Roundabout Plan
Village at Kimball Junction
 Summit County, Utah

11 May, 2012

SHEET NO.
NBR



Scale : 1" = 20'

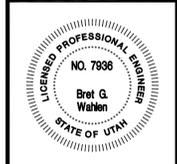
REV	DATE	DESCRIPTION

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

11-038SP

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)551-8529 Ogden (801)394-7288 Provo (801)921-9551

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



9 Dec, 2011

SHEET NO.
C1.1

W:\11-038SP\Drawings\11-038SP.dwg, 5/11/2012 6:25:10 AM, kham...

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

S. R. 224

Ute Boulevard

Newpark Boulevard

Phase 1

Phase 1

Smith's
Store Footprint
53,990 sq ft

Future Retail

Phase 1

Phase 1

Phase 1

Phase 1
(All Parking Lot Improvements)

Phase 1

Phase 1

Pad E

Affordable Housing

Phase 1

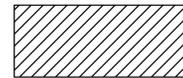
Pad F

Pad C

Pad B

Pad A

Scale: 1" = 60'



Phase 2 Improvements

Note:
All areas not show in hatching are a part of phase 1 development

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)551-8529 Ogden (801)394-7288 Fax (801)521-9551

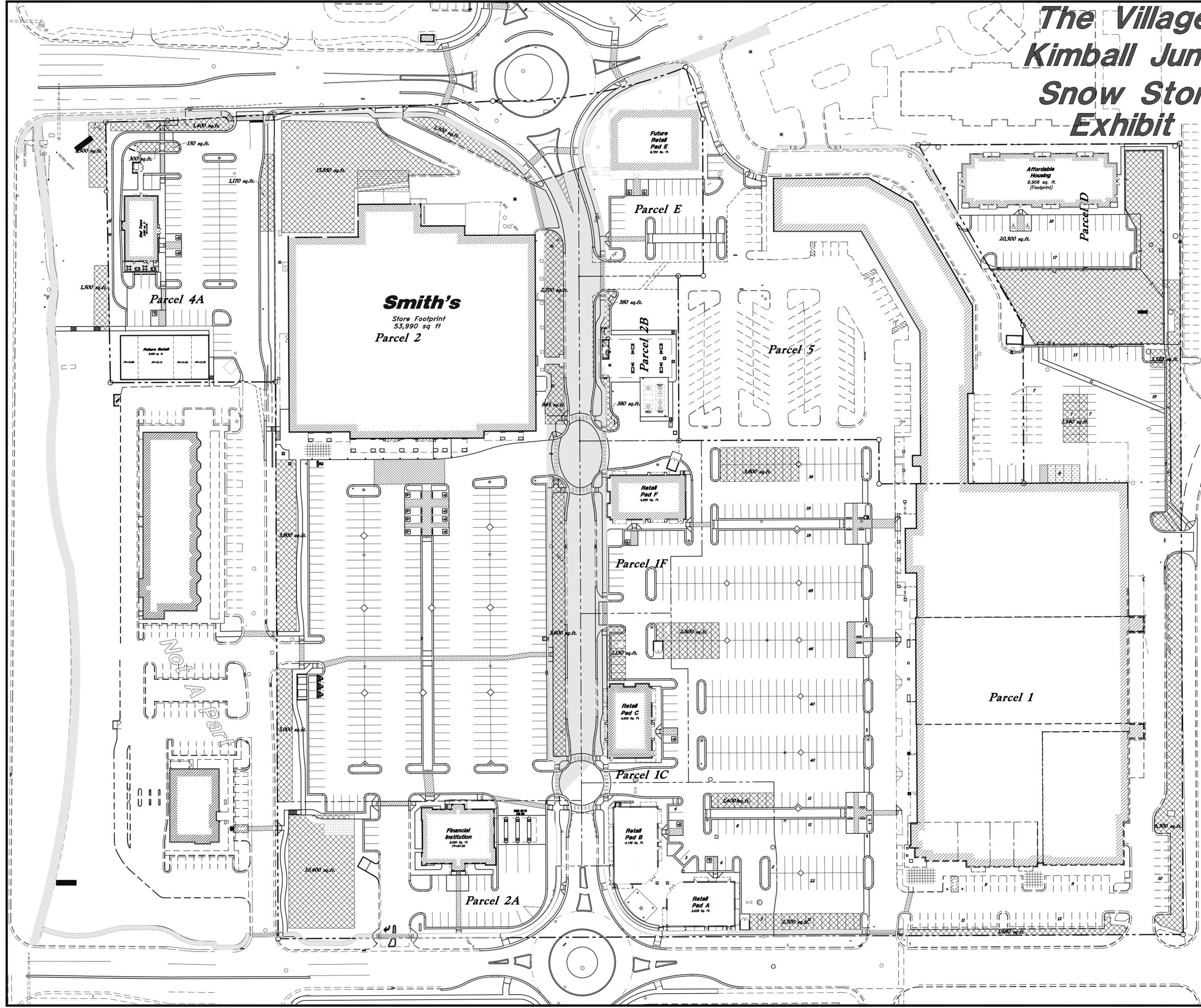


Phasing Plan
Village at Kimball Junction
 Summit County, Utah

11 May, 2012
 SHEET NO.
Ph 1-2

W:\s04072\DWGS\Kimball Junction - Phasing Plan.dwg, 5/11/2012 8:45:41 AM, shan, E1

The Village at Kimball Junction Snow Storage Exhibit



Not To Scale

Snow Storage Area
 Total Project Ac. = 19.82
 Snow Storage Area Provided = 2.14 Ac. (10.8%)
 Snow Storage Area Req. = 1.98 Ac. (10%)

Salt Storage Area
 Snow Storage Area Provided = 0.04 Ac.

Common Area
 Maintained by Village at Kimball Junction per CC&R's

- Notes:**
1. All individual property owners will maintain parking lots and pedestrian connectors on their properties per Village at Kimball Junction CC&R's
 2. Snow shall not be stored on pedestrian connection improvements.
 3. Parking lot snow storage shall be a temporary storage area and once these areas are filled shall be removed to the Detention Basin or open space areas.

REV.	DATE	DESCRIPTION

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

KIMBALL JUNCTION SNOW STORAGE

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)334-7288 Fax (801)521-9551

Snow Storage Master Plan
Village at Kimball Junction
 Summit County, Utah

10 May, 2012
 SHEET NO.
Snow Storage Plan

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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, 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 shall be brought into conformance at the sole cost and expense of the tenant. This criteria is subject to stipulations administered by Summit County as part of the approved sign plan submittal.

I. GENERAL REQUIREMENTS

- A. Tenant shall submit or cause to be submitted to Developer and/or its designated representative, for approval, prior to fabrication, three (3) copies of detailed drawings indicating the location, size, layout, design color, illumination, materials, and method of attachment.
- B. Tenant or tenants representative shall obtain all permits for signs and their installation.
- C. All signs shall be constructed and installed at Tenant's sole expense.
- D. Tenant shall be responsible for the fulfillment of all requirements and specifications, including those of the local municipality.
- 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 Developer and/or its designated representative.
- F. Tenant shall be responsible for the installation and maintenance of Tenant's sign. Should Tenant's sign require maintenance or repair, Developer and/or its designated representative shall give Tenant thirty (30) days written notice to effect said maintenance or repair. Should Tenant fail to do the same, Developer and/or its designated representative may undertake repairs and Tenant shall reimburse Developer and/or its designated representative within ten (10) days from receipt of Developer and/or its designated representative's invoice.
- G. Advertising devices such as attraction boards, posters, and flags shall not be permitted.

II. SPECIFICATIONS

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 sign installation shall be repaired at Tenant's sole cost.
6. Upon removal of any sign by Tenant, any damage to the sign band face shall be repaired by Tenant or by Developer and/or its designated representative.

B. Location of Signs:

1. All signs shall be mounted to the building at the location directed by Developer and/or its designated representative and approved by Summit County.
2. No Tenant 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 signage shall consist of individual illuminated letters, cabinets and or logos. They may include pan channel metal letters with acrylic sign faces, reverse pan channel halo lighted illuminated letters, cabinets or any combination thereof. The letters and logos are to be flush mounted onto the building fascia. (Stand off Max. 1" for halo lighting.) Cabinets shall not exceed 9" in depth. 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 at Tenant's sole expense shall repair any sign installation found to be non-compliant immediately.

IV. SIGN AREA:

- A. The following types of signs are allowed for permanent, non-residential uses. Signs permitted under this regulation are intended to identify the use located on the premises upon which the sign is located.
 1. **Primary wall sign:** For buildings **less than 5,000 square feet:** Shall have a wall sign that is located on the façade of the building that contains the primary access to the particular use. For a single tenant occupying the entire building, the primary wall sign shall not exceed a maximum of thirty (30) square feet. In the case of multiple

- tenants/users in one (1) building, each tenant shall be allowed a primary wall mounted sign that shall not exceed one square foot of sign area for each three (3) lineal feet of building façade frontage, up to a maximum of thirty (30) square feet. The frontage shall include the length of the individual suite that is exposed to the exterior of the building where the primary access to the use is located. In no case shall the primary wall sign be less than twelve (12) square feet in size. Wall mounted signs shall not project out more than six inches (6") from the wall which it is mounted.
2. **Primary wall sign:** For buildings from **5,000 square feet to 60,000 square feet:** Shall have a wall sign that is located on the façade of the building that contains the primary access to the particular use. For a single tenant occupying the entire building, the primary wall sign shall not exceed forty (40) square feet. In the case of multiple tenants/users in one (1) building, each tenant shall be allowed a primary wall mounted sign that shall not exceed one square foot of sign area for each three (3) lineal feet of building façade frontage, up to a maximum of forty (40) square feet. The frontage shall include the length of the individual suite that is exposed to the exterior of the building where the primary access to the use is located. In no case shall the primary wall sign be less than twelve (12) square feet in size. Wall mounted signs shall not project out more than six inches (6") from the wall which it is mounted.
 3. **Primary wall sign:** Buildings in **excess of 60,000 square feet** shall have a maximum number of (3) signs not to exceed 100 square feet of total sign area. In no case shall the primary wall mounted sign shall not exceed sixty (60) square feet. The primary wall sign shall be located on the façade of the building that contains the primary access to the particular use. Wall mounted signs shall not project out more than six inches (6") from the wall which it is mounted.
 4. **Secondary Wall Sign:** With the exception of buildings in excess of 60,000 square feet, a secondary wall sign shall be allowed for all other tenants. A sign that is located on a building façade that is separate from the façade on which the primary wall sign is located. A secondary wall sign shall not exceed a maximum of one half the size of the permitted primary wall sign.
 5. **Under Canopy Sign:** Tenant may provide a double-faced non-illuminated under canopy sign for each shop space subject to the approval of Developer and/or its designated representative's agents.
 6. **Length of Sign on Wall Surface:** All sign areas shall be maximum of 80% of lease line.
 7. **Display Area:** The area of all wall mounted business signs shall be the extreme limits of the display surface. The display surface includes any architectural embellishments or background materials that are an integral part of the display and used to differentiate the sign from its surroundings.
 8. **Materials:** Wall mounted signs shall be wood, metal or painted on the side of the building. Plastic, Lexan or similar materials are allowed for individual letters only.

B. Letter Style or Logo Restrictions:

1. Copy and/or logos utilized shall be Tenant's choice subject to the approval of Developer and/or its designated representative's agent and approved by Summit County.

C. Sign Illumination:

1. Exposed neon tubing and/or individual light bulbs forming the sign copy shall not be permitted on any sign, unless otherwise allowed in Code.
 2. Back lit full sign face illuminated signs are prohibited.
 3. Light may be cast directly onto the face of the sign by an external light source. In such instances, the light must be focused on the sign face only, provided that such illumination does not adversely affect pedestrian and/or vehicular traffic.
 4. Back lighting through individual routed letters/copy or through the material that comprises the letters/copy in the sign face is permitted as long as the light source is screened from public view.
 5. No interior light source shall be visible to the exterior.
- D. Sign Design: Although corporate colors are allowed, it is also desirable to ensure that materials and color schemes used on signs shall be compatible with the image of the Snyderville Basin community and mountain environment.

V. FREE STANDING SIGNS

- A. Two (2) Village at Kimball Junction center identity signs are allowed with appropriate permitting, as shown on Exhibit A of this sign plan.
- B. Freestanding signs are supported by poles, braces, or uprights extending from the ground or an object on the ground and are not attached to any part of a building. All freestanding signs shall comply with the following:
 1. Location: Freestanding signs shall be located adjacent to the primary vehicular access to the parcel. The primary vehicular access is that access located adjacent to the primary parking area.
 2. Monument Base: All freestanding, on premises signs shall be constructed with a monument base. A base of stone or wood is preferable.
 3. Display Area Size: The display area of all freestanding, on premises signs for a single use shall not exceed thirty (30) square feet in size. The display area of all freestanding, on premises signs for a parcel containing multiple tenant uses shall not exceed forty five (45) square feet. The display area of a sign, which may be double sided, shall include any architectural embellishments or background materials that are an integral part of the display and intended to help attract attention to the sign.
 4. Height: In no case shall the highest point of a freestanding, on premises sign be more than six feet (6') above the grade elevation at the base of the sign.

5. Materials: Freestanding signs shall be constructed of wood, stone or other natural materials. Plastic, lexan or similar materials are allowed for individual letters only.
6. Landscaped Area: All freestanding, on premises signs shall be located within a landscaped area. Landscaping, including shrubs, perennials, trees, other appropriate vegetative material, and landscape boulders where appropriate, shall be designed in a manner that minimizes the visual impact of the sign, without blocking the view of the sign from the specific area from which it is intended to be seen, or adversely affecting pedestrian and vehicular sight distance. Designs that integrate the sign into the land form should be considered.
7. Setbacks: In no case shall a freestanding, on premises sign encroach into a road right-of-way, nor shall any sign be situated near an intersection in such a manner so as to interfere with vehicular sight distance. These signs shall be setback at least fifteen feet (15') from the edge of the right-of-way.
8. Sign Design: Although corporate colors are allowed, it is also desirable to ensure that materials and color schemes used on signs shall be compatible with the image of the Snyderville Basin community and mountain environment.

VI. TEMPORARY SIGNS:

All temporary signs must be in compliance with the Snyderville Basin Development Code temporary sign provisions in effect at the time of the sign request.

VII. PROHIBITED SIGNS AND DEVICES:

The following signs shall be prohibited:

1. Changeable copy signs: A sign whose informational content can be changed or altered on a fixed surface composed of electrically illuminated or mechanically driven changeable segments, unless required by Federal law.
2. Flashing signs.
3. Roof mounted signs.
4. Moving signs.
5. Strings of pennants, banners, ribbons, streamers, balloons, spinners, or other similar moving or fluttering or inflated devices and search lights.
6. Signs imitating official traffic signs in any manner which are visible from public areas.
7. Portable signs not permanently affixed to the ground, except as otherwise provided in the Code.
8. Mobile signs. Signs attached to stationary vehicles, equipment, trailers and related devices, when used in a manner to augment approved signage for a business as opposed to normal operation or parking of the vehicle or device.

9. Signs which, by reason of size, location, content, coloring or manner of illumination, obstruct the vision of motorists or obstruct or detract from the visibility or effectiveness of any traffic sign or control device on any road or street, as determined by the CDD or designated planning staff member or the County Sheriff.
10. Any sign or sign structure which constitutes a hazard to public health or safety, as determined by the CDD or designated planning staff member or the County Sheriff.
11. Signs on trees, utility poles, and on public property, other than public information signs.
12. Off premises directional signs may be approved as a temporary sign when an event or activity is situated in such a manner that its location is obstructed from public view, so long as that sign is compatible with all other regulations herein.
13. Any sign for which the sign message face has been removed or destroyed, leaving only the supporting frame or other components, and said condition exists for more than thirty (30) days is prohibited and shall be removed.

VIII. EXEMPTED SIGNS:

These signs are exempt from obtaining permit; however, they must still comply with the following guidelines:

1. Informational Signs: Signs which are not more than six (6) square feet and no more than four feet (4') height and which are used to direct vehicular and pedestrian traffic or to direct parking and traffic circulation on private property. Advertising is not permitted on these signs. Informational signs shall contain no advertising material or message. These signs shall not be permitted in a right-of-way or required setback area.
2. Public Signs: Legal notices, identification, informational or directional signs erected or required by governmental bodies, or authorized by the County for public purposes which meet the requirements of these guidelines, except provisions prohibiting said signs in the rights of way.
3. Public Regulatory Signs: All public regulatory signs located in the County which meet all the State requirements. (Ord. 323, 3-9-1998)
4. Interior Signs: Signs located on the interior of any building, or within an enclosed lobby of any building or group of buildings and which cannot readily be seen from the exterior of the building, which signs are designed and located to be viewed exclusively by the patron of such use or uses.
5. Utility Signs: Signs of public utility or cable television companies which show the locations of underground facilities.
6. Street Address and Identifications Signs: Signs whose content includes only the name or professional title of the occupant and address of the premises. Such signs shall not exceed two (2) square feet. The sign shall be limited to flush

mounted or window type signs and one per premises. These signs shall not be permitted in a right-of-way.

7. Customer Information Signs: Customer information signs located on or in close proximity to the building and outside of required setback areas may display such items as "credit cards accepted", prices and menus, and each sign shall not exceed two (2) square feet in area.
8. Flags: No more than three (3) freestanding flag poles may be erected at any time. Flag poles are restricted to only flying one (1) flag per pole. The maximum size of any one (1) flag shall be twenty-four (24) square feet. Flag poles may not exceed twenty-eight feet (28') in height, measured from the top of the pole to the grade directly below. Uplighting of all flags, except the flag of the United States of America, is prohibited.
9. Window Signs: Window signs shall not exceed ten percent (10%) of the areas of the window in which it is placed. The area of a window sign shall be the extreme limits of the display, which is comprised of all letters, logos or other graphic information. Window signs may not be combined in order to gain a larger sign for one (1) particular window.
10. Neon Signs, where the light source is on the external face of the sign: One (1) neon sign is allowed for each non-residential use to be located on the inside of any window. These signs may not exceed two (2) square feet and may not flash or be animated in any manner. Neon signs are considered window signs and may not exceed ten percent (10%) of the area of the window in which they are placed.

IV. MISCELLANEOUS

- A. Tenant 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 Tenant's 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 Developer 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 shall be fully responsible for the operations of Tenant's sign contractors and shall indemnify, defend and hold Developer and/or its designated representative harmless for, from and against damages or liabilities on account thereof.
- E. The Developer and/or its designated representative shall approve all copy and layout. The Developer's approval must be submitted along with the proposed sign application to Summit County.

- F. Tenant signage shall be installed in accordance with the approved Elevation Drawings designated by the Developer and/or its designated representative's agents and approved by Summit County.
- G. All signage shall be reviewed and approved by the Developer and/or its designated representative's agents prior to submitting a sign application to Summit County and shall be aesthetically compatible to the surrounding building features, environment, and thematic design of Kimball Junction.

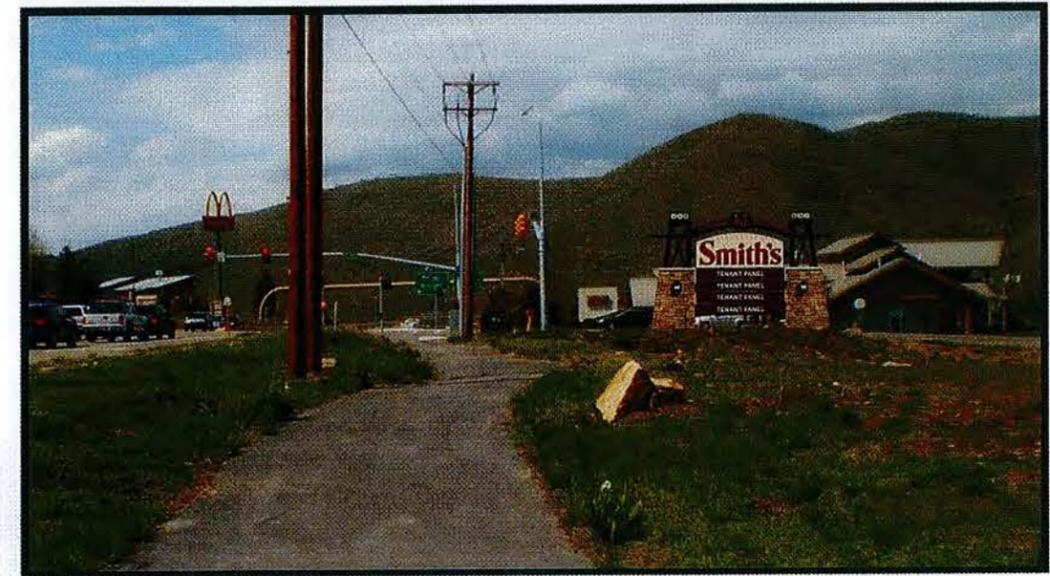
X. PERMIT REQUIREMENTS:

- A. It is unlawful for any person to erect, construct, alter or relocate any sign, without first obtaining a permit. Routine maintenance or repairing existing like parts shall not be considered an alteration; provided, that such change does not alter the surface dimensions, height, message, or otherwise make the sign non-conforming.
- B. Application for the permit shall be made to the Summit County CDD or designated planning staff member and shall include the following:
 - 1. The name, address and telephone number of the applicant, owner and occupant of the property.
 - 2. Location of the structure or parcel of property on which the sign will be attached or erected.
 - 3. Position of the sign in relation to nearby buildings, structures, property lines, rights of way and roads.
 - 4. A copy of plans and specifications showing material and method of construction, illumination, electrical wiring, location and support.
 - 5. Sketch showing sign faces, exposed surfaces and proposed message, accurately represented in scale as to size, area, proportions and color.
 - 6. The name of the person erecting the sign.
 - 7. Written consent of the owner of the building, structure or land on which the sign is to be erected.
 - 8. Before granting a permit, every applicant shall pay the required permit fee to the County for each sign.

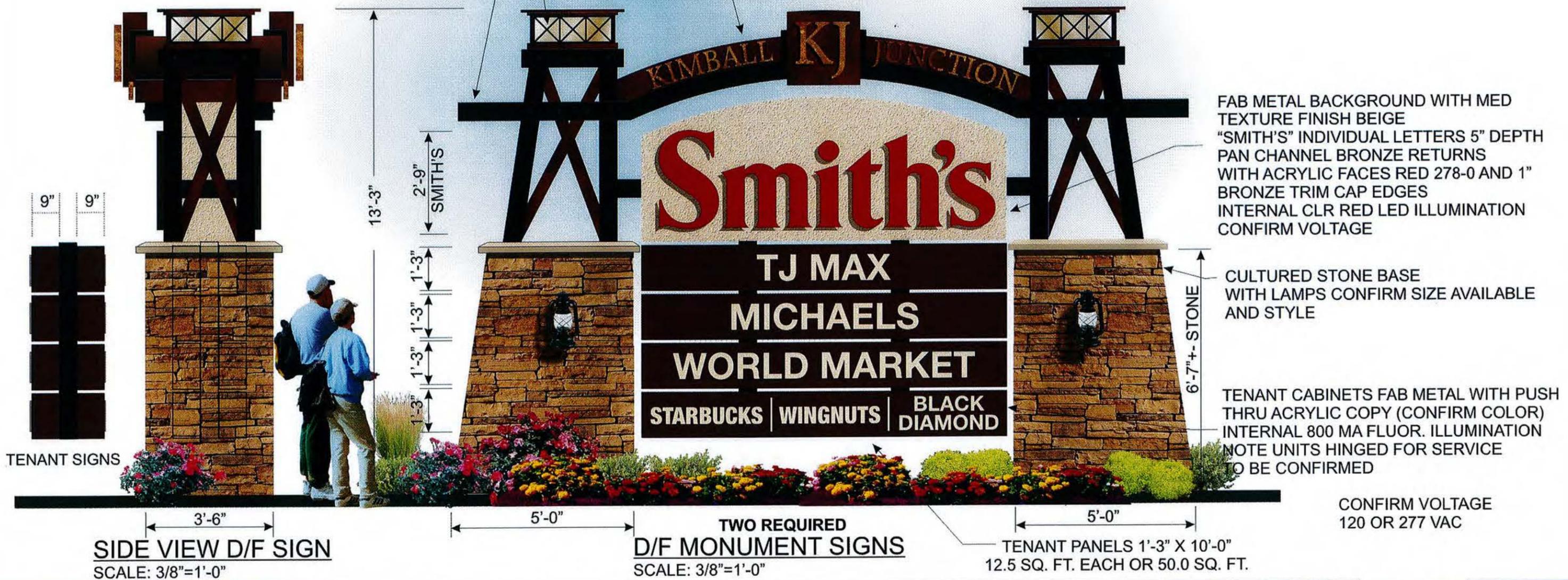
FAB. METAL CURVED EMBELISHMENT AT TOP FINISHED RUST PATINA
 LETTERS "KIMBALL JUNCTION" AND "KJ"
 CONFIRM ILLUMINATED WITH AMBER OR WHITE LED HALO LIGHTING
 OR OPTIONAL NON ILLUMINATED LETTERS

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.



FAB METAL BACKGROUND WITH MED TEXTURE FINISH BEIGE
 "SMITH'S" INDIVIDUAL LETTERS 5" DEPTH
 PAN CHANNEL BRONZE RETURNS
 WITH ACRYLIC FACES RED 278-0 AND 1"
 BRONZE TRIM CAP EDGES
 INTERNAL CLR RED LED ILLUMINATION
 CONFIRM VOLTAGE

CULTURED STONE BASE
 WITH LAMPS CONFIRM SIZE AVAILABLE
 AND STYLE

TENANT CABINETS FAB METAL WITH PUSH
 THRU ACRYLIC COPY (CONFIRM COLOR)
 INTERNAL 800 MA FLUOR. ILLUMINATION
 NOTE UNITS HINGED FOR SERVICE
 TO BE CONFIRMED



project name & location	SMITH'S FOOD & DRUG #72 The Village At Kimball Junction KIMBALL JUNCTION, UTAH
file name	j\design 2011\72 KIMBALL JUNCTION
manuf. file name	\FINAL SIGN PROGRAM.cdr

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authorized signature _____ date approved _____

sales rep	bob moore
designer	m bachman
complete date	6/8/11
revision date	03/06/12



design number
 # 72
 SHT 1 OF 2

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, MAY 9, 2012
COUNCIL CHAMBERS
COALVILLE, UTAH

PRESENT:

David Ure, Council Chair
Claudia McMullin, Council Vice Chair
Sally Elliott, Council Member
John Hanrahan, Council Member
Chris Robinson, Council Member

Robert Jasper, Manager
Dave Thomas, Deputy Attorney
Kent Jones, Clerk
Annette Singleton, Office Manager
Corina Hartvigsen, Secretary

CLOSED SESSION

Council Member McMullin made a motion to convene in closed session for the purpose of discussing litigation. The motion was seconded by Council Member Elliott and passed unanimously, 5 to 0.

The Summit County Council met in closed session from 4:00 p.m. to 4:25 p.m. to discuss litigation. Those in attendance were:

David Ure, Council Chair
Claudia McMullin, Council Vice Chair
Sally Elliott, Council Member
John Hanrahan, Council Member
Chris Robinson, Council Member

Robert Jasper, Manager
Dave Thomas, Deputy Attorney
Annette Singleton, Office Manager

Council Member Elliott made a motion to dismiss from closed session for the purpose of discussing litigation and to convene in closed session for the purpose of discussing personnel. The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

The Summit County Council met in closed session from 4:25 p.m. to 5:20 p.m. to discuss personnel. Those in attendance were:

David Ure, Council Chair
Claudia McMullin, Council Vice Chair
Sally Elliott, Council Member
John Hanrahan, Council Member
Chris Robinson, Council Member

Robert Jasper, Manager
Dave Thomas, Deputy Attorney
Annette Singleton, Office Manager

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

WORK SESSION

Chair Ure called the work session to order at 5:20 p.m.

- **Council mail review**
- **Open Meetings Act Training; Dave Thomas, Chief Civil Attorney**

Council Member Elliott noted that Utah law requires open meetings training to be done once a year.

Deputy County Attorney Dave Thomas verified that this training occurs once every year by statute. It is the Council's job to conduct the public's business, and the State would like those actions to occur in public in open meetings. He noted that quasi-judicial matters, or appeals, are treated separately and are exempt from the Open Meetings Act in terms of the decisions made. Those decisions can be made privately in a closed session and the results announced. He reviewed which organizations are and are not covered by the Open Meetings Act. He explained that a meeting occurs whenever a quorum is present, and they are conducting public business. There is allowance for electronic meetings, but that must be adopted by ordinance, and Summit County does not have an ordinance allowing electronic meetings. He reviewed the items that may and may not be discussed in a closed meeting and explained that the Council must move into a closed meeting from an open meeting. Mr. Thomas reviewed the noticing requirements outlined in the Act and explained that an emergency meeting can be held if there are unforeseen circumstances. Written minutes are kept of both open and closed meetings except in the case of personnel sessions, where the Chair signs an affidavit that it was a personnel matter, which takes the place of a recording of the personnel session. Meeting minutes previously did not become public record until they were approved. Now they can be published before they are approved and become public record under GRAMA so long as they show that they are unapproved if they have not yet been approved. Minutes or recordings of closed meetings are not part of the public record. Mr. Thomas explained that an unintentional violation of the public meetings Act can be cured by going through the process again and holding a public vote in conformance with the Open Meetings Act. If someone files an action for violating the Act, the County may have to pay court costs and attorney's fees. He reviewed possible violations of the Act and the time frame within which action may be brought for violation of the Act.

Chair Ure asked if Special Service Districts are required to have this training every year and whether the Districts in Summit County receive the training. Mr. Thomas confirmed that they are required to receive training, but he was not certain whether they are receiving it. County Manager Bob Jasper recommended that the County Attorney's Office act as attorney for the County's dependent districts. Mr. Thomas explained that in the past, if the dependent districts have wanted to use services of the County Attorney's Office, they have called their office to ask questions, but the County Attorney is generally not their legal counsel. Council Member Elliott stated that she believed they should all have this training at the expense of the County Attorney's Office. Chair Ure noted that they need to have that discussion with the County Attorney.

Council Member McMullin asked if the liability of intentional violation of the Open Meetings Act is collective or if liability is on an individual basis. Mr. Thomas replied that it would be on an individual basis.

REGULAR MEETING

Chair Ure called the regular meeting to order at 5:40 p.m.

- **Pledge of Allegiance**

DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION NO. 2012-10 TO PROCLAIM MAY 19 AS SUMMIT COUNTY'S ARBOR DAY; ASHLEY KOEHLER, SUSTAINABILITY COORDINATOR

Sustainability Coordinator Ashley Koehler proposed that the County Council approve a resolution designating May 19, 2012, as Arbor Day in Summit County. She explained that several communities in Summit County are designated as Tree City, USA, which means they designate a date as Arbor Day and do a community tree planting. This year, 18 trees will be planted on May 19 in the community garden on the Miss Billie's open space property.

Council Member Elliott made a motion to approve Resolution 2012-10 to proclaim May 19, 2012, as Summit County Arbor Day. The motion was seconded by Council Member Robinson and passed unanimously, 5 to 0.

CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION NO. 2012-11 DESIGNATING MAY 14-20, 2012, AS SUMMIT COUNTY WEED WEEK; STERLING BANKS, USU EXTENSION AGENT, AND MINDY WHEELER, SUMMIT COUNTY WEED BOARD

Mindy Wheeler, representing the Summit County Weed Board, requested that the Council approve a resolution to designate May 14-20 as Summit County Weed Week. She reported that they held a meeting with the Salt Lake City Watershed, Salt Lake County, Summit County, and Park City and other entities, and the Salt Lake City Watershed and Salt Lake County are very concerned about the garlic mustard in Summit County. With their help, the Weed Board is requesting a \$150,000 grant to try to resolve that problem. She stated that she would probably have to ask for help from the County and Park City GIS departments. She reported that the Weed Board will hold a weed summit on May 17 at the Richins Building in conjunction with Uinta Headwaters and Recycle Utah. They will hold a weed pull on May 19 with cash incentives. On June 13 they will hold a weed open house on the Swaner Nature Preserve to educate the public about goat grazing, which is a better alternative than using chemicals.

Council Member Elliott made a motion to approve Resolution 2012-11 designating May 14-20, 2012, as Summit County Weed Week. The motion was seconded by Council Member Robinson.

Council Member Hanrahan amended the motion to call this Summit County Weed Awareness Week. Council Member Elliott accepted the amendment, and Council Member Robinson accepted the amendment in his second. The motion passed unanimously, 5 to 0.

CONVENE AS THE GOVERNING BOARD OF THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

Council Member McMullin made a motion to convene as the Governing Board of the Mountain Regional Water Special Service District. The motion was seconded by Council Member Elliott and passed unanimously, 5 to 0.

The meeting of the Governing Board of the Mountain Regional Water Special Service District was called to order at 5:50 p.m.

CONSIDERATION FOR ADOPTION OF RESOLUTION NO. 2012-12 OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, ACTING AS THE GOVERNING BODY OF THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT OF SUMMIT COUNTY, UTAH, FINALIZING THE TERMS AND CONDITIONS OF THE ISSUANCE AND SALE OF NOT TO EXCEED \$1,278,000 AGGREGATE PRINCIPAL AMOUNT OF ITS WATER REVENUE BONDS, SERIES 2011B; CONFIRMING THE SALE OF SAID SERIES 2011B BONDS; AUTHORIZING THE EXECUTION BY THE ISSUER OF A TENTH SUPPLEMENTAL INDENTURE, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Andy Armstrong, General Manager of the Mountain Regional Water Special Service District, explained that they are requesting that the Governing Board adopt a resolution to issue a bond in the amount of \$1.278 million. The bond is for a zero interest loan from the State of Utah to implement upgrades to their facilities, and those improvements will allow the District to save about \$100,000 in energy, which is a revenue positive situation.

Board Member Hanrahan stated that he did not understand why the District is issuing a bond if this is a loan from the State. Scott Green, CFO for Mountain Regional, reviewed the history of the loan process with the State and explained that in the mid-90's, the State started to require entities to issue bonds to get a loan from the State. Mr. Armstrong clarified that typically the bonds are issued at or below market.

Board Member Hanrahan made a motion to adopt Resolution 2012-12 finalizing the terms and conditions of the issuance and sale of not to exceed \$1,278,000 aggregate principal amount of its water revenue bonds, Series 2011B; confirming the sale of said Series 2011B bonds; authorizing the execution by the issuer of a tenth supplemental indenture, and other documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this resolution, providing a severability clause, and providing an effective date. The motion was seconded by Board Member Elliott and passed unanimously, 5 to 0.

**DISMISS AS THE GOVERNING BOARD OF MOUNTAIN REGIONAL WATER
SPECIAL SERVICE DISTRICT AND RECONVENE AS THE SUMMIT COUNTY
COUNCIL**

Board Member Elliott made a motion to dismiss as the Governing Board of the Mountain Regional Water Special Service District and to reconvene as the Summit County Council. The motion was seconded by Council Member McMullin and passed unanimously.

The meeting of the Governing Board of the Mountain Regional Water Special Service District adjourned at 5:55 p.m.

MANAGER'S COMMENTS

Mr. Jasper reported that he will spend some of his contingency money to hire consultants to review the County's liability and workers' compensation insurance programs. This will also affect the County's dependent districts, which are under the same trust. He stated that they have had the same insurance provider for many years, and he wanted to look at options.

Mr. Jasper stated that he met with the Snyderville Basin Special Recreation District and the head of the State Tax Commission regarding the properties that were annexed into Park City that still have a bond commitment. The Tax Commission has indicated that they could break off newly annexed parts of Park City from paying operating costs for the Recreation District. Council Member Robinson asked if that would solve the whole issue. Mr. Jasper stated that they will work with the Tax Commission to determine what they can do legally, and City staff understands that would be the resolution.

Mr. Jasper noted that there has been controversy about water for the community garden on Miss Billie's property. The County has now perfected its water rights and has enough water, but the question is how to transmit it. Some comes from a spring, and some from a stream on the property. He stated that they would either use a windmill or solar powered pump to get the water to the gardens.

Mr. Jasper recalled that they have lost the part-time person who was helping with the Summit County Beef project, and they are having trouble holding low-pay, part-time people. He reported that he would probably use some contingency funds to either contract with Uinta Headwaters or seek a grant for a part-time person to help with the County's solar project. He believed it would be better to work with Uinta Headwaters, and they are so far along with that project that they need to continue on. Council Member Elliott reported that she has contacted a number of public officials regarding the need for a local USDA-certified processing plant, because Summit County provides pork, lamb, and beef to much of the State.

Mr. Jasper recalled that the County has changed how the financial reports are done, and he believed the new format would work better. He stated that the Council will soon be getting the first quarter's report. He reviewed changes in the reporting process and briefly reviewed the trial balance. He commented that he has held a couple of positions open waiting to see what the financial situation looks like, and he believes it is all right now and has authorized a couple of positions to be filled. He stated that new modules will be added to the finance program, and they will be training many people in the organization to work with the new modules.

PUBLIC INPUT

Chair Ure opened the public input.

There was no public input.

Chair Ure closed the public input.

COUNCIL COMMENTS

Council Member Robinson expressed condolences to the Draper family whose family members were involved in an accident.

APPROVAL OF COUNCIL MINUTES

APRIL 18, 2012

APRIL 25, 2012

Council Member Elliott made a motion to approve the minutes of the April 18, 2012, County Council meeting with changes and the April 25, 2012, County Council meeting as written. The motion was seconded by Council Member Hanrahan and passed unanimously, 5 to 0 for the April 18 minutes and 4 to 0 for the April 25 minutes. Council Member Robinson abstained from voting on the April 25 minutes, as he did not attend the April 25 meeting.

The County Council meeting adjourned at 6:15 p.m.

Council Chair, David Ure

County Clerk, Kent Jones

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, MAY 16, 2012
SHELDON RICHINS BUILDING
PARK CITY, UTAH

PRESENT:

David Ure, *Council Chair*
Claudia McMullin, *Council Vice Chair*
Sally Elliott, *Council Member*
John Hanrahan, *Council Member*
Chris Robinson, *Council Member*

Robert Jasper, *Manager*
Anita Lewis, *Assistant Manager*
Dave Thomas, *Deputy Attorney*
Kent Jones, *Clerk*
Annette Singleton, *Office Manager*
Karen McLaws, *Secretary*

CLOSED SESSION

Council Member Robinson made a motion to convene in closed session for the purpose of discussing litigation. The motion was seconded by Council Member Elliott and passed unanimously, 5 to 0.

The Summit County Council met in closed session from 2:05 p.m. to 3:10 p.m. to discuss litigation. Those in attendance were:

David Ure, *Council Chair*
Claudia McMullin, *Council Vice Chair*
Sally Elliott, *Council Member*
John Hanrahan, *Council Member*
Chris Robinson, *Council Member*

Robert Jasper, *Manager*
Anita Lewis, *Assistant Manager*

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

WORK SESSION

Chair Ure called the work session to order at 3:10 p.m.

- **Council Mail Review**

- **Updates from the Public Arts Program and Advisory Board**

Jenny Dorsey, Chair of the Summit County Public Art Advisory Board, reviewed the Board's mission and strategic plan as contained in the packet. She noted that their goals align with several goals in the County's strategic plan by bolstering economic development, spotlighting Summit County's heritage, and helping to unite the County through public art. She reviewed the plan and criteria for public art projects and the process for taking a project from conception to completion.

Lola Beatlebrox explained that one of the Board's priorities is to keep a solid relationship with Coalville by having a second year of artscape and involving residents and visitors in the people's choice award. She reported that Leaf Dancer won the people's choice award last year. She noted that one unanticipated byproduct of artscape was the donation of two pieces of public art. She stated that they also want to help with the bookmobile by rescanning the original art and conforming it to the smaller vehicle size.

Council Member Robinson asked if anyone is helping to pay the cost of getting the new vehicle and getting the new wrap. County Manager Bob Jasper explained that the vehicle company is not paying for the wrap. Council Member Hanrahan explained that the County only has to pay the cost of wrapping the vehicle again, not the cost of the artwork itself.

Ms. Beatlebrox explained that they also want to continue to catalog the public art collection. She reported that the Board has worked with the Summit County Fair Board to produce the centennial mural and with the Library Board to produce the bookmobile wrap and the new teen area in the Coalville Library. They are also working on youth projects, and the first project was establishment of the Youth Art Award for the Summit County Fair art purchase. She explained that they are also working with Art Hands for All to design a piano for Summit County. Ms. Beatlebrox stated that their focus includes bus stops, roundabouts, County buildings, and a community garden. They have two sculptures which the artist has agreed to let them use for one more year, and they would like to offer to put them in the Health Department building and the County building in Kamas that houses the library.

Mr. Jasper noted that the County is planning a transit center in Kimball Junction, and the Board may want to work with Public Works Director Kevin Callahan to include art in the transit center.

Laurie Hopkins, Board Treasurer, explained that with the RAP Tax grant, they were able to catalog the exhibit and take it on the road. As new pieces are acquired, they will catalog them and get them out into the community for people to see. She explained that cataloging and getting the art on the road cost about \$3,600, with half being paid by the County budget and half being paid by the RAP Tax grant. The \$5,500 for Coalville City was primarily for the people's choice award, and Coalville was able to obtain that piece of art permanently for that amount. The Board only spent \$300 for marketing. She stated that the Board is happy to work with the County on the new skin for the bookmobile and will work with them on budgetary implications. She explained that the centennial mural was covered by a restaurant tax grant. They are looking at recommending \$5,000-\$7,000 for the Coalville library teen area project. She expressed appreciation for the Council's foresight in helping to support the Board.

- **Discussion regarding Snyderville Basin Development Code Amendments Regarding Group Homes/Assisted Living Centers; Sean Lewis, Planner**

County Planner Sean Lewis recalled that Staff was asked to look at how group homes are addressed in the Snyderville Basin Development Code. He explained that the Federal and State Fair Housing Acts do not allow the County to discriminate against any group that is considered protected. The language in the Acts states that those who can identify themselves as a group are protected, and the County cannot make requirements more onerous on any protected group.

Council Member McMullin asked if the groups must be a protected class. Deputy County Attorney Dave Thomas verified that they have to be a protected class that is defined by the statute, and those groups include elderly, disabled, and rehabilitative. Planner Lewis explained that they cannot treat any of those groups differently than they would a single-family home or multi-family home in the County under the terms of the Fair Housing Acts.

Planner Lewis stated that, as Staff reviewed the definitions in the Code, they found that a facility like Beehive Homes could fit multiple definitions. He requested clear direction from the Council as to how they would like to see such facilities defined and what proposed Code amendments would accomplish. There is also a policy decision regarding whether such uses are to be allowed or require a Conditional Use Permit (CUP) and what type of review is necessary. The County Attorney's Office and outside counsel have stated that, based on case law over the last several years, it would be in the County's best interests to treat any type of protected class residential facilities as allowed uses in the residential zones so the County cannot be accused of discrimination against them. Planning Staff was split as to how the facilities should be treated, because conditions may be needed to mitigate impacts, and that would be appropriate for a Low Impact Permit (LIP) or CUP. However, requiring a CUP might be interpreted as making it harder for protected classes to get housing than a single-family home.

Council Member McMullin commented that would only be the case if this were the only circumstance where a CUP is required in a residential area. She stated that they would have to be clear to be sure that is not the only circumstance. Planner Lewis explained that there are circumstances where multi-family homes are considered to be conditional uses within the zones.

Planner Lewis reported that Staff recommends that they send this back to the Planning Commission to follow the process for amending the Code and make the policy decision regarding whether to treat group homes as single-family or multi-family and whether to allow them or make them conditional uses. Staff recommended that they clean up the use chart, language, and definitions.

Council Member McMullin asked if Staff has looked at language in other jurisdictions. Mr. Lewis replied that he has not, and Legal Staff has suggested that they put all group homes for protected classes into one definition and treat them all the same. Council Member McMullin verified with Mr. Thomas that the statute requires the County to provide for these uses in residential zones.

Council Member Elliott stated that she did not want to permit multi-family uses by right in single-family neighborhoods. If multi-family were conditional, everyone would have the same shot at getting something. She believed group homes are much more compatible with other multi-family communities than with single-family neighborhoods. Council Member McMullin

clarified that requiring a CUP does not change the fact that the use is allowed. A CUP just allows the decision makers to impose conditions to mitigate impacts. Council Member Elliott asked how they prohibit multi-family buildings in single-family neighborhoods within the Code now. She stated that there are neighborhoods in the County that are single family by right, other communities that are mixed, and some areas are all multi-family. Mr. Lewis explained that the County has three residential zones, and according to the use table, a multi-family dwelling requires a CUP in the Rural Residential (RR) Zone and is prohibited in the Hillside Stewardship (HS) and Mountain Remote (MR) Zones.

Council Member Robinson asked if the use table could be rewritten to show that multi-family is conditional in RR and prohibited in HS and MR and that group homes are conditional in all three zones. He asked if they have to mirror what is happening with multi-family. Council Member McMullin stated that, in her mind, if they equate group homes with multi-family, group homes should be treated similar to multi-family. If multi-family housing is prohibited in two out of the three zones, group homes should also be prohibited in two of the three zones. Council Member Robinson noted that legal counsel has indicated that they are prohibited from excluding them from any residential zone. Mr. Thomas read the State statute, and the Council Members commented that it appears groups homes can be excluded from neighborhoods that are zoned strictly as single-family neighborhoods. Planner Lewis explained that the County's zoning is not set up as single-family and multi-family zoning.

Council Member McMullin asked if group homes could be called an institutional use and treated as such in the Code. Planner Lewis explained that the statute states that group homes are to be treated similar to residential uses. The Code identifies institutional as non-residential uses. Mr. Jasper explained that the concept of a group home is to stay away from large institutions and try to let protected classes live in as close to a normal residential setting as possible.

Mr. Thomas read the other part of the State statute regarding group homes, which states that subject to the granting of a CUP, a residential facility for elderly persons shall be allowed in any zone that is regulated to permit exclusively single-family dwelling use. In areas that are multi-family, they could say that the use is permitted, but in areas that are exclusively single-family, they must be allowed, but as a conditional use.

Council Member McMullin asked if the Snyderville Basin has any areas that are exclusively single-family. Council Member Robinson stated that, according to the use chart, they do in the HS and MR Zones. Mr. Thomas explained that they could be conditional uses in those zones. Council Member McMullin verified with Mr. Thomas that groups homes cannot be precluded in the MR and HS Zones and that they must be allowed as a conditional use.

Council Member Robinson commented that they seem to be getting the cart before the horse by bringing this to the Council instead of having it come through the Planning Commission. Mr. Thomas explained that the idea was to bring it to the Council first, since they had asked Staff to look into this issue, and then take it to the Planning Commission to go through the regular Code amendment process.

Council Member McMullin commented that they could create zoning in the Snyderville Basin that reflects reality as it currently exists, because the RR Zone does not reflect reality. She noted that the current Code probably allows multi-family in places where they really do not want multi-family. She suggested that, in addition to dealing with the group home issue, they review

the current zoning scheme and see if there is a way to subcategorize the RR Zone to reflect what is on the ground and what they want to see in the available space left to be developed. Planner Lewis explained that they are already starting to look at that in conjunction with the Planning Commission's General Plan review.

Council Member Hanrahan recalled that when they addressed this with Beehive Homes in July of 2011, there was a lot of public input, and the issues were fresh. It is now 10 months later, which is a long time to wait, and he asked why it has taken so long. Planner Lewis replied that he would take responsibility for the delay. With his other responsibilities, it was not a pressing issue and was not addressed until Council Member Hanrahan brought it up again a few weeks ago. Council Member Hanrahan commented that he did not believe anyone would argue with something like foster care, but they would argue with halfway houses and addiction treatment centers. It appeared that they were lumping those all into group homes, and he asked if that is a legal determination or if they could separate out residential treatment facilities. Mr. Thomas replied that they are all grouped the same under the Federal statute.

Council Member Robinson suggested that they have the Planning Commission look at this and consider whether to keep multi-family as a conditional use in the RR Zone or to create separate categories for single-family and multi-family zones.

- **PRI Open Space Conservation Easement discussion; Ashley Koehler, Sustainability Coordinator; Wendy Fisher, Utah Open Lands**

Sustainability Coordinator Ashley Koehler explained that the purpose of this work session is to get final comments from the Council regarding a conservation easement on the PRI property. After receiving comments from the Council today, the presentation will be routed to the other property owners who have an interest in this property—Park City Municipal Corporation and the Snyderville Basin Special Recreation District. Then it will go to the County Manager, Park City, and the Recreation Board for final approval and signatures.

Council Member Hanrahan asked who would be the final decision maker on this parcel. Ms. Koehler replied that for Summit County, the County Manager has the authorization to sign for a conservation easement. She believed that the Mayor would sign for Park City and that the Recreation Board Chair would sign for the Recreation District. Chair Ure asked what would happen if all the parties do not agree. Ms. Koehler explained that is the purpose of the meetings. She recalled that the Council provided comments and feedback last year about the conservation values on this property, and that has been reviewed by the Basin Open Space Advisory Committee (BOSAC) for the last year. Staff has also met with Park City, and the Recreation Board has representatives who sit on BOSAC. Mr. Thomas explained that, if there is a disagreement with the Recreation District, there would have to be negotiations between the County Council acting as the governing body of the Recreation District and the County Manager. If there is a disagreement with the other property owner, the only option other than trying to solve the issue between them would be to partition the property.

Ms. Koehler provided a background on the acquisition of the property and how it was funded for the benefit of the public. She clarified the use restrictions placed on the various funding sources used for the open space acquisition. Diane Foster, Assistant Park City Manager, confirmed that it is Park City Attorney Mark Harrington's opinion that everything contemplated in the joint agreement falls within what they can spend bond money on. Council Member McMullin asked

if they can use the \$6.6 million Recreation District bond funds for all the uses set forth in the agreement. Mr. Thomas replied that the only exception might have to do with how they develop the cemetery. Ms. Koehler provided a list of all the documents recorded on the property.

Ms. Koehler noted that a cemetery is a permitted use in the deed restriction. BOSAC voted recently to allow a cemetery on this property because it is addressed in the deed restriction. They have stated that it should be limited to a maximum of 12 acres and should be located adjacent to Bear Hollow.

Chair Ure stated that he is in favor of a cemetery, but he is not in favor of having only a green cemetery. Council Member Elliott agreed and stated that, in this community where they are using public funds, they cannot deny someone the right to the type of interment they prefer. She believed they should permit both green and traditional burials. She would also like a memorial plaque or wall to honor those who choose not to be interred.

Wendy Fisher with Utah Open Lands stated that she worked with the BOSAC subcommittee, and there was not much direction give to the committee regarding what the cemetery would be. Cemetery size was discussed by the committee, and a potential location would depend on the physical constraints of the property. Council Member Elliott noted that the BOSAC report indicated that the cemetery should be located on a site adjacent to Bear Hollow that is bedrock, and they could never bury anyone there without dynamite blasting. Ms. Fisher noted that there are also wet areas on the property as well as an allowance for additional water and drainage onto this property, and that needs to be taken into account when determining a location. Council Member Elliott requested that the portions of the report referring to only green burials and the proposed cemetery location be removed from the BOSAC report, because they would not want to send that message to anyone else. Mr. Jasper noted that these are recommendations from BOSAC, but the Council does not have to accept them. Ms. Fisher explained that they would have to do some additional study on the property to determine where a cemetery would be feasible, and arbitrarily identifying a location may not work.

Council Member Robinson commented that he believed the Notice of Restrictions was negotiated between the buyers and the sellers when the property was acquired, and he believed a properly crafted easement could take the place of that notice. He did not believe the type, size, and location of a cemetery may have been important to The Boyer Company, and the use of the property for Olympic staging may or may not have been of concern to them. He did not believe they should assume these details are set in concrete with Boyer until someone meets with The Boyer Company to determine which issues are critical to them. He believed they should wait until they have more answers rather than trying to lock things in right now. He maintained that the County is in the driver's seat and that they should not restrict themselves unduly. He did not want to see them box themselves into a corner with this easement.

Council Member Elliott suggested that they also address the drainage and wetlands with Boyer and how to construct the agreement to be beneficial for all parties.

Max Greenhalgh with BOSAC clarified that they did not vote to restrict this to a green cemetery. The subcommittee recommended that, but when they voted, there was no restriction. If the Snyderville Basin only has one cemetery, it would not make sense to restrict it to a certain type of burial. He clarified that there are two types of green. One is to not have burials that include formaldehyde, and the other relates to having natural terrain, where they do not have to level the

property, bring in topsoil, plant grass, and water and mow it. He stated that they had no inclination that one area would be better than another, except that they could provide a separate access to the cemetery in the area near Bear Hollow. He stated that BOSAC would not object to not designating a specific location for the cemetery or removing the green requirement.

Council Member Robinson referred to the list of conditions shown in the staff report and stated that he did not know why they would impose them on themselves. They might if they were negotiating with a third party, but he saw no reason to impose them when they do not have to. He believed they should write an easement that says a cemetery is a permitted use. Council Member Hanrahan agreed with that in general wanted to put some safeguards in place so that 10 years from now when this Council has been replaced by others, the cemetery could not add 20 acres across an open space meadow. Council Member Robinson stated that he would be in favor of saying the cemetery could not be in a wetland or where there are other physical constraints. He believed a cemetery might need some expansion room in the future, and he did not want to commit to 12 acres when they do not know what will eventually be needed. Ms. Fisher explained that it was her understanding that at some time they would have to define the cemetery and subdivide it, and it will have to be part of the cemetery district.

Council Member Hanrahan expressed concern about the language regarding trails through the cemetery. Ms. Koehler explained that was intended to be a perimeter trail, not a trail through the cemetery. Council Member Hanrahan asked that the language be rewritten to express the intent, because he did not believe it would be appropriate to have trails running through the cemetery.

Council Member Robinson referred to Ms. Fisher's comment about a one-time subdivision for a cemetery and stated that he believed that would limit them in an unnecessary way. Any conveyance of this property after the easement is in place is subject to that. If the cemetery district were to determine that they need five acres today, they could transfer title to those five acres through an administrative process to create a parcel owned by the cemetery district. In 50 years if they need another five acres, he would not be in favor of saying there is no provision for that. He believed they need to think that through when they create the easement, and he would not want to place unnecessary restrictions on it.

Mr. Jasper explained that counties and cities often purchase land, have a plan for it, and use it for a variety of purposes, such as parks. They do not typically put a conservation easement on their property. He believed Ms. Fisher would be creating a typical conservation easement, and he was not certain that this property works as a conservation easement. He was not certain he would want Utah Open Lands enforcing what they do with cemeteries, and the problem may be that they are looking at how to create a conservation easement rather than a plan for the property. Council Member Robinson suggested that the solution is to either make the easement looser to allow flexibility or not do one at all. Council Member Elliott suggested that they talk to their purchasing partners and find out whether they expected that a conservation easement would be placed on the property.

Ms. Koehler explained that 86 acres of the PRI parcel was used during the 2002 Winter Olympic Games for spectator parking, shuttle drop-off and pick-up, and security. The current deed restriction does not allow for vehicles on the property, but because they are talking about renegotiating the deed restrictions, this would be an appropriate time to make some adjustments. She stated that Colin Hilton with Utah Olympic Park has submitted a request to use a portion of this property as a staging area for future Olympic Games. He has proposed that they would use

about 50 acres of the lower meadow adjacent to Highway 224. About 1,000 parking stalls would be needed, not for spectators, but for media, officials, and athletes, as well as space for shuttle drop-off and pick-up, security, and related grading and fencing, all on a temporary basis. She reported that BOSAC has reviewed this request and at their last meeting voted against allowing parking on the property. However, a request limiting it to staging was not defined for BOSAC, and Staff recommended that the Council consider that as an acceptable use. She recommended some potential conditions that could apply to that use.

Colin Hilton explained that the transportation philosophy in 2002 was that people would drive to the venues and park. That will not be the case in future Olympic Games, because they will be more sustainable and carbon neutral and have less than 50% of the impact of the previous Games. He believed they might need even less than 50 acres. He explained that the ability to do this is critical, because there is not space at the Olympic Park. He noted that some of the conditions recommended by Staff are not achievable. He explained that there would have to be a huge coordination with surrounding neighborhoods to move spectators to the games. He acknowledged that the Olympic Games have huge impacts and footprints and asked for an allowance to accommodate that. If it cannot fit under a conservation easement, he suggested they look at alternatives that would allow for this use. He noted that there were concerns about the silt fencing and other items left on the property after the last Olympic Games. The Olympic organizers approached the property owners about removal, and the property owners refused to let them do it and told them they would take care of it themselves. He clarified that it was not the County and the organizers who left things on the property; it was the property owners.

Council Member Hanrahan stated that he believed this use should be allowed in this area. He stated that winter sports are historically and culturally integral to this area, and the Olympics are now historically and culturally integral to this area. This is the only spot where limited staging and parking could happen, and many things tied to this in terms of a successful Olympic bid, economic development, and other priorities in the area. He believed a temporary use of this nature would be reasonable.

Council Member Robinson agreed and commented that the easement should be made for man and not man made for the easement. They are protecting conservation values, but the County is in charge, and he would not want to put borders on it and say that these kinds of uses on a temporary basis for Olympic Games would not be allowed.

Council Member Elliott stated that she would resent limiting this use to the lower part of the property. She noted that conservation easements are perpetual, and they need to be very careful how they construct it. Although she is a passionate advocate of restricted open space, she believes when they limit themselves as to what can be done in the future considering this high international, national, and statewide calling, they would be very shortsighted to not allow this. She would like to see them keep this space as open as possible but also flexible to future needs they do not even know exist.

Ms. Fisher clarified that Utah Open Lands is not looking for a typical conservation easement on this property and is not tied to placing a conservation easement on the property. She clarified that they completely support the County's right to decide how they would like to see this property dealt with. She did not want to take on something she could not enforce, and Utah Open Lands' role is ask what part of the property the County wants to protect as open space under a conservation easement and what would function as a conservation easement. They want

to craft an appropriate conservation easement for what will work for the property. Council Member Elliott asked if they are reaching a point where Ms. Fisher would feel uncomfortable putting an easement on the property. Ms. Fisher replied that there are a lot of details to work out, and part of the unnecessary limitation they end up with is the limitation of not knowing. She is not putting a time constraint on completing the conservation easement and serves at the discretion of how the Council wants to work through this. She stated that she would hate to craft something that is either too loose or too strong.

Council Member Elliott noted that Roger Boyer was an advocate of the Olympics, and the tech center will have a huge amount of parking. She suggested that they sit down together and talk about drainage, parking, and the potential for using parts of the tech center, and they should be able to come up with some good ideas.

Council Member Robinson agreed with keeping the conservation easement flexible. He believed this parcel is unique. Unlike other open space parcels full of wildlife habitat and surrounding open space, this parcel will be sandwiched between 1 million square feet of technical park, Bear Hollow, and the Olympic Park. Roads bisect it, and there are competing needs for it, and he believed it falls into a different category than other open space parcels and should be more flexible.

Chair Ure commented that it appears they are a long way from knowing exactly what they want for this parcel. He believed the County Council, Park City, BOSAC, the Recreation District, and Boyer should meet together and work out what they want for this parcel before going any further. Council Member McMullin commented that they need to determine what the appropriate vehicle is and whether they even want a conservation easement. Council Member Robinson noted that the main thing they preserved this parcel from was the development of structures, and that has been done. He believed they need some flexibility as to what else can be done with the parcel, and he did not believe that would keep them from having a good conservation easement. Ms. Fisher explained that she is seeing some federal and other regulations being set up to define a conservation easement, and she did not want to set a precedent where people can say that because they did something on one conservation easement, they can do it on any conservation easement. If the County wants the protection of a conservation easement, they need to be sure it fits within the guidelines that add the protection. Council Member Robinson stated that he does not care if it is called a conservation easement, and they could have a deed restriction with a third-party enforcer. Chair Ure requested that Ms. Koehler put a group of all the interested parties together and meet again in six months or less to determine what they are looking for.

- **Quail Meadow & Ptarmigan Area Road Acceptance and Annexation into Service Area #6 process review; Kevin Callahan, Public Works Director**

Public Works Director Kevin Callahan provided a map of an area in Silver Springs and explained that the purpose of this work session is to present some concepts Staff has looked at to determine how to accept private roads into the County road system and the process for bringing roads into Service Area 6. In the event improvements need to be made, they need to address how to go through the assessment district process. He provided a background of how this issue evolved. He explained that, working with the County Attorney's Office, it has been determined that a number of interrelated processes are required under State law, and this particular situation

puts all of those elements into play. He explained that they also expect to see some other requests coming in the future.

Mr. Callahan explained that the property owners on West Quail Meadow Road would like to have that road be part of the County road system. The road is in poor repair and needs to be upgraded. The County would require them to prepare a road dedication plat and prepare an estimate of what it would cost to bring the road up to an acceptable standard, with the cost to be share by the property owners. It is proposed that an assessment district be established that would spread that cost over a seven-year period. He noted that the West Quail Meadow residents would also bear their share of the cost to improve North Quail Meadow road. He explained that West Quail Meadow property owners already belong to Service Area 6. Mr. Callahan stated that he was hoping to help the Council understand the process and determine whether this is in line with the policy they had directed him to pursue.

Council Member Robinson stated that he had no idea when they discussed this previously that it would be such a difficult process. He commented that it appears the policy will be that there will be no more private roads, as it seems this is a huge amount of effort with no guarantee that the County will get the assessment, and the County may have to vacate a road they just took back. He suggested that an additional policy might be that, if there is a private road subdivision that is being assessed in Service Area 6, they should have the right to petition to deannex out of Service Area 6 and maintain their private road rather than go through this lengthy process that requires a lot of work on Staff's part. Mr. Callahan explained that these people find the burden of trying to maintain these roads to be very difficult. They are impacted by decisions made by developers many years ago and are stuck with a situation that is difficult to maintain. They would prefer that the County take over the roads, and generally it would be the County's preference to take over the roads.

Christian Gutterman, a Quail Meadows resident and member of the HOA Board, stated that they have been working on this for a long time and have been paying Service Area 6 assessments for years. If the County wants to deannex them, he believed the County should pay back all the money they have paid into Service Area 6, because they did not get any benefit from it. He confirmed that they want to pursue having the County take over their roads.

Council Member Hanrahan asked how many residents need to petition for this. Mr. Thomas replied that 75% would have to petition. He clarified that the County Council will act as the Board of Trustees for Service Area 6 as this goes through the process. At the end of the process, three Council Members will have to donate three consecutive nights to serve as the board of equalization for Service Area 6. He clarified that, if they get a petition with 75% of the property owners in support, this will come back as a resolution to annex them into the District and accept the roads. Then there will be a public hearing to establish the assessment area.

Mr. Jasper explained that this is probably the most difficult process they will see, and the other petitions are much less complex. He clarified that the purpose of this process is for the general tax base to not have to subsidize ongoing deficiencies the County did not cause.

Council Member Robinson asked about the purpose of the three-member board of equalization. Mr. Thomas explained that the 75% petition would only get the road into the service area without anyone blocking it. Putting together the assessment area and the levy is a separate process, and if a majority protests, they cannot set up an assessment area. If they do set up the

assessment area, some people could say their assessment seems unfair for their property, and the board of adjustment would make a determination based on the information the property owner presents. County Clerk Kent Jones explained that they cannot carve out and exempt certain lots along the road, because everyone along the road gets the benefit of the road and must be included in the assessment district. Mr. Callahan explained that they need to commit to both coming into the County road system and coming into the assessment district.

Bill Chambers, President of the Ptarmigan Owners Association, stated that they are in favor of this. He explained that he has been trying to put together enough information to go to the 20 owners and explain why this is a fair thing to do. He believed the County is in a better position to maintain the kinds of roads they have than the homeowners are able to do. With regard to protests, he has emphasized to the property owners in his association how this will work for them and that they will pay for the road improvements to bring the roads to acceptable County standards over a period of time. He has also informed them that they will have to join Service Area 6, which will require an additional assessment. He is convinced that this will be a good deal for the property owners in Ptarmigan, and he appreciates the support of the County Council.

Tony Mason, a member of the Quail Meadows HOA Board, expressed appreciation for Mr. Callahan's hard work with the homeowners. Mr. Callahan has helped them provide the necessary information to the homeowners, which is key to gaining their trust and acceptance. He commented that the property owners are likely to ask why other property owners who will receive the benefit of the roads will not be sharing the costs of improving them. He believed they would appreciate some consideration in the assessment for Service Area 6 funds they have paid in the past and the benefit the other homeowners will receive by using their roads.

REGULAR MEETING

Chair Ure called the regular meeting to order at 5:45 p.m.

DISCUSSION AND POSSIBLE ADOPTION OF RESOLUTION NO. 2012-13 DECLARING THE WEEK OF MAY 20-26, 2012, AS "NATIONAL PUBLIC WORKS WEEK"; KEVIN CALLAHAN, PUBLIC WORKS DIRECTOR

Council Member Elliott made a motion to adopt Resolution No. 2012-13 declaring the week of May 20-26, 2012, as "National Public Works Week." The motion was seconded by Council Member McMullin and passed unanimously, 5 to 0.

OLYMPIC DAY PROCLAMATION; JENNIFER CLARKE, UTAH OLYMPIC LEGACY FOUNDATION

Jennifer Clarke with the Utah Olympic Legacy Foundation thanked the Council for their support of amateur athletic participation and encouraging physical fitness. She requested that they proclaim June 23, 2012, Olympic Day in Summit County. She reported that the Utah Olympic Park will host a celebration that day to commemorate the founding of the modern Olympic movement.

Council Member Elliott made a motion to approve the Olympic Day Proclamation as presented in the packet. The motion was seconded by Council Member Robinson and passed unanimously, 5 to 0.

CONSIDERATION AND POSSIBLE APPROVAL OF PAYMENT PLAN FOR 2012 TAX SALE PROPERTY; KATHRYN ROCKHILL, AUDITING TECHNICIAN

Council Member Hanrahan made a motion to approve the payment plan for 2012 tax sale property Parcel Number PKM 3-36 with the notation that this is not a primary residence as presented in the packet.

Council Member Robinson noted that the communication from the property owner states that he will make monthly installments, but it would be better if he had specified the amount of monthly payment. The important thing is that the property owner states he will have it paid off by November 2012. He asked if the property has always been treated as non-primary. Kathryn Rockhill with the Auditor's Office replied that it has been treated as a primary residence, and today it was brought to the Auditor's attention by the Assessor's Office that this person has a primary home in Florida, and she was not certain how far back that goes. Council Member Robinson asked if the County can do anything since the property should have been taxed as a non-primary residence. Mr. Thomas replied that they could go back and reassess if it is true that the residence was not primary for a period of time. He noted that the property owner is obligated to change the affidavit. Council Member Robinson stated that he did not believe the property owner should get a free pass if this is not his primary residence.

Council Member Hanrahan recalled that was the policy the Council previously decided to pursue. Otherwise, people would just see if they could get away with it.

Council Member Elliott withdrew her motion.

Council Member Robinson made a motion that the County stay the tax sale, obtain evidence from the taxpayer of the use of the home as a primary residence, and from the date that stopped to the current date, the taxes be computed as a non-primary residence. He further moved that the property owner be given until November 2012 to pay the taxes recomputed based on that evidence. The motion was seconded by Council Member Elliott and passed unanimously, 5 to 0.

Council Member Robinson clarified that, if the County made the mistake, the payment would remain as recommended in the staff report.

The County Council took a break from 5:50 p.m. to 6:10 p.m.

- **Pledge of Allegiance**

PUBLIC INPUT

Chair Ure opened the public input.

Glenn Wright, representing the Park City American Legion Post, expressed gratitude for the fine work that Mathew Bates from the County Attorney's Office did on the Jack Climer case. He explained that Mr. Climer defrauded the Post of over \$30,000, and thanks to Mr. Bates and the Park City Police Department, Mr. Climer is now a guest of the County. Council Member Elliott

requested that the Personnel Department reward Mr. Bates in some way with the Council's congratulations.

Chair Ure closed the public input.

PRESENTATION REGARDING INDEMNIFICATION AND IMMUNITY FOR BOARD MEMBERS; DAVE THOMAS, CHIEF CIVIL ATTORNEY

Chair Ure provided a background of events which led to the training this evening. He explained that he wants those who serve on volunteer boards to be able to ask any questions they want to have answered this evening. However, this is not a public hearing or public input session. He acknowledged that members of the public may want to ask questions about specific topics or issues in the County, but they will not be addressed in the education sessions tonight.

Mr. Thomas explained that he will address independent districts, such as cemetery districts, County service areas, and special service districts, and the Board of Adjustment, Planning Commissions, and County Council. He discussed the role of liability insurance and explained that, if a board member is served personally in a lawsuit, the first thing the entity will do is make a claim against the insurance carrier. The first thing the individual board member should do is request defense from the entity on which they serve within 10 days after they are served. The insurance carrier will then make its coverage decision. The insurance carrier has a duty to defend and a duty with regard to indemnification of monetary damages. He noted that indemnification of monetary damages does not include intentional acts, such as deciding not to plow a certain road and by not doing that people may have an accident on the road. When the insurance carrier makes the coverage decision, they can reserve rights, which means they reserve the right to pull out of the lawsuit if at some time in the future they do not believe they have coverage, or they can decline coverage.

Mr. Thomas explained that the Governmental Immunity Act means that the government defends and indemnifies any action brought against an employee acting within the scope of their office or employment as long as there is no fraud or willful misconduct. Three questions to be asked in order to be covered under the Act is whether this is part of the job or office, whether they are doing something that follows the advice of legal counsel, and whether they are acting with fraud or malice. He explained that absolute immunity means the person is not subject to any monetary damages as they relate to legislative actions. In terms of injunctive relief, or when the party is not seeking monetary damages but is trying to stop the person from doing something, the person does not have absolute immunity and may have to pay attorney's fees unless those are covered by the entity. He explained that qualified immunity applies to everything else and requires that the plaintiff show that the official violated a clearly established right. Government officials performing discretionary functions are generally shielded from liability insofar as their conduct does not violate clearly established statutory or constitutional rights which a reasonable person would have known. He explained that there is a safe harbor provision which states that, if the board member relied on legal counsel in good faith, they will not lose their qualified immunity. Legal advice from the entity's attorney puts a board member on notice as to clearly established law. Ignoring legal advice could subject a board member to personal liability if the advice was sound, whereas following that advice can provide a safe harbor. He provided specific examples of legislative acts that would provide absolute immunity and of administrative acts that would provide qualified immunity.

Mr. Thomas reviewed the process for a quasi-judicial appeal and explained that when someone acts in this type of function, they have absolute immunity unless they act outside of their authority. He explained that the board member could be immune and still not be covered by their entity for attorney's fees if they are not within the scope of their authority or are acting with fraud or malice. Malice means committing a wrongful act with the intent to inflict injury or under circumstances where the law will imply evil intent or, in other words, using governmental power in an illegal manner to willfully injure someone else. One example would be intentionally violating the Open Meetings Act in order to injure an individual. He emphasized the importance of complying with the Open Meetings Act and reviewed the requirements of the Act. He explained that a conflict of interest is malice, as is ex parte communication.

Mr. Thomas explained that when individuals on boards are sued personally, it is through the 1983 Civil Rights Act, and the governmental immunity law is not a defense to the Civil Rights Act. If a public official has evil motive or intent, is reckless, or has a callous disregard or indifference to the rights of others, punitive damages may be awarded. If a person is acting within the scope of their office and not acting with malice or fraud, that protects them. He provided several examples of violations of the Civil Rights Act.

Mr. Thomas summarized that the way to be safe from everything is to act within the scope of office, not defraud, and no malice.

Chair Ure suggested that the special service districts and independent districts contract Annette Singleton in the Manager's Office and arrange to have their meeting notices posted on the Summit County website. Ms. Singleton can also add people to the e-mail address list for notice of Council meetings.

Chuck Klingenstein with the Snyderville Basin Planning Commission requested that this presentation be posted on the County's website so that those who could not be here this evening could access it. He asked how they could get the attorneys when they are in a public meeting to distinguish between when they are offering an opinion versus legal advice which clarifies established law. Mr. Thomas replied that the attorney should state that they are giving the status of the law and give some specific parameters upon which to make a decision. County Attorney David Brickey explained that they have been particularly addressing this issue with the Planning Commissions, and the Community Development Director has requested that each staff report show whether the action being taken is legislative, administrative, or quasi-judicial.

Council Member Robinson verified with Mr. Thomas that all rezones are considered to be a legislative act.

An attendee commented that the presentation refers to employees and noted that they are members of a board, not employees. Mr. Thomas clarified that they are considered to be employees for purposes of the statute.

An attendee asked if the County Attorney is the attorney for their district or if they need to hire their own attorney. Mr. Brickey explained that depends on how the district was created. In some instances, boards must have outside counsel, and the County Attorney cannot give them advice. He requested that the entities call his office to determine whether the County Attorney can represent them. Council Member McMullin requested that Mr. Thomas clarify what entities can receive advice from the County Attorney's Office and which ones cannot. Mr. Thomas replied

that it depends on whether the district is dependent or independent. Special service districts are formed by the County, and the County Council is the governing authority of those boards. Other boards and districts are independent, and the County does not give them legal advice, as they are separate from the County.

An attendee asked how important the policies and procedures of a board are if they become antiquated with time. He also asked how closely they must follow a job description when hiring employees for a special district. Mr. Thomas suggested that, if they have antiquated regulations, they need to be brought current. With regard to hiring, the job description is the description of the job, and he would recommend that they stick to that job description if they can.

In response to a question regarding the Open Meetings Act, Mr. Thomas explained that, if the organization has been created by statute, ordinance or resolution, consists of two or more people, and is funded in any way with public money, it must comply with the Open Meetings Act. Mr. Brickey stated that if anyone has concerns or questions about that, they can contact the County Attorney's Office, and they will have an attorney come to their next meeting and explain what it means.

Max Greenhalgh with BOSAC asked if they could have a board member attend by telephone if they are short a member to constitute a quorum. Mr. Thomas replied that they could if they have passed an ordinance or rule beforehand setting out procedures for an electronic meeting.

A participant asked if they are in conflict if their policies and procedures are slightly different from the County's policies and procedures. Mr. Thomas replied that each board can have its own rules and procedures; they just have to operate under those rules. Chair Ure asked if the board would fall under the County's rules if the board's rules are silent on an issue. Mr. Thomas replied that is not necessarily the case. They can decide by vote that they want to do something.

Chair Ure emphasized the importance of volunteer boards in the community and explained that the purpose of this meeting was to give them confidence to make decisions that are in the best interests of the County and try to make it better. He stated that the Council appreciates the time and volunteer efforts of the board members, and they are always open to suggestions.

PRESENTATION REGARDING FIDUCIARY RESPONSIBILITIES; RYAN ROBERTS, STATE AUDITOR

Ryan Roberts with the State Auditor's Office explained that he is responsible for the reporting of special service districts and local districts throughout the State. He stated that every board member should take an active interest in the financial activity of their district, because they have a fiduciary responsibility to provide oversight and safeguard the funds entrusted to their care. He provided a manual containing the information he would present this evening.

Mr. Roberts reviewed the role of the State Auditor's Office and explained that they encourage entities to implement proper internal controls. He reviewed the process of setting and adopting a budget, including noticing and public hearing requirements. He explained that an entity is not allowed to go bankrupt in the State of Utah; they are legally required to stay within their budget and maintain a positive fund balance. He stated that once a budget is adopted, the entity is legally bound to stay within that budget, but they do have authority to amend the budget during the year. At the end of the year, the expenditures should be less than what was budgeted,

whether the budget was amended or not. Once a budget is adopted, it is public record and needs to be made available to the public. Mr. Roberts reviewed the requirements for agendas and explained that each item to be discussed in a meeting must be published on the agenda with reasonable specificity. Mr. Roberts discussed the process for amending a general fund budget. He explained that the entity is required to hold a public hearing if they increase the budgeted expenditures within the general fund budget. In an enterprise fund, if expenditures are raised, it is not necessary to hold a public hearing, but it must be done in a regular meeting by resolution or ordinance of the board.

Mr. Roberts discussed accounting practices and explained that the person in charge of the finances should provide enough detail in their financial reports that, when they are brought to the board, they will understand them. Deposits should be made in a timely manner so they will not be lost or misappropriated. He stated that all disbursements by the district should leave a paper trail and should be made by check or by electronic transfer. He explained that three things need to be in place for fraud to occur—incentive, justification, and opportunity. Internal controls eliminate the opportunity and help to keep people honest. He stated that accounts should be reconciled monthly with the books and with the bank, because by State law, the board is required to look at the financial activity of the district at least on a quarterly basis. They should review the receipts, expenditures, bank reconciliation, and have the documentation to back it up.

Mr. Roberts reviewed the list of required reports and when they are due to the State.

Mr. Roberts reviewed internal controls, which include separation of duties and being sure there is proper oversight. Three positions are required in a district—clerk, treasurer, and chair. He explained that, if the clerk signs a check, it must also be signed by the treasurer or the chair. There should be a threshold in the purchasing policy, and if any purchase is above that threshold, it must be pre-approved by the board. The district clerk is given authority to pay anything that is under that threshold, and the board reviews it on a quarterly basis. The treasurer receives the money and deposits it, and the treasurer cannot be the clerk or the chair. If the same person does both the clerk's and the treasurer's duties, they could be open to fraud.

Mr. Roberts discussed internal controls and checks and balances that can be put in place to be sure that errors are caught and that there is oversight by another employee. He explained that an audit is not designed to catch fraud, and having an auditor is not a foolproof system.

Mr. Roberts explained that there is a fund balance limitation in general fund balances. The balance must be less than 100% of the property tax revenues for the year or, if there are significant other revenue sources, the fund balance must be less than 25% of total revenue if revenue is over \$100,000, or 50% of total revenue if revenue is less than \$100,000. If there are excess funds at the end of the accounting period, money can be transferred into a capital projects fund with the board developing a long-term plan for how to spend those funds, or they could return the money to the citizens.

DISTRIBUTION OF INSURANCE SETTLEMENT MONIES; ROBERT JASPER, COUNTY MANAGER

Council Member Elliott made a motion to approve the disbursement of insurance settlement funds as recommended by the County Manager in the staff report. The motion was seconded by Council Member Hanrahan and passed unanimously, 5 to 0.

MANAGER'S COMMENTS

Mr. Jasper explained that he is going to ask the insurance consultant to look at an affordable way to pool the districts together to provide insurance coverage.

COUNCIL COMMENTS

Council Member Hanrahan recalled that there was an item on the agenda this evening that they first heard in July 2011 and asked Staff to report back. Another issue on the agenda this evening was first heard in May 2011. He was not happy with that kind of pace, and it did not seem reasonable. He stated that he would either like to create a policy that, if the Council directs Staff to come back on a given topic, it is to be done within a certain time frame, and everyone would adhere to that policy, or they could set a deadline on a case-by-case basis.

Chair Ure suggested that it may be difficult to set a policy, because sometimes things have to go back to the Planning Commission or another group. He believed the Council could specify that they want Staff to bring something back in 60 or 90 days and hold the Chair and the Manager responsible for that. Even if Staff has been unable to finish the task, they should provide a written response or appear before the Council within that time frame and explain why they have been unable to complete it. Council Member Elliott concurred.

Mr. Jasper stated that it would be helpful to him and other groups that may be involved if the Council were to indicate that something is a priority and they want to see it again within a specific amount of time. He explained that sometimes other situations intervene over which Staff has no control.

Council Member Robinson explained that the trail grows cold after a period of time. He recalled that they studied other documents when the conservation easement was first discussed, and if less time had elapsed, it would have been fresher in their minds.

The County Council meeting adjourned at 8:00 p.m.

Council Chair, David Ure

County Clerk, Kent Jones

Annette Singleton

Subject: Finance report
Attachments: CouncilReport 052012.pdf

From: Matt Leavitt
Sent: Thursday, June 07, 2012 4:07 PM
To: Annette Singleton
Cc: Blake Frazier
Subject: Finance report

Annette:

I've attached the finance report for Bob and the council. This report is through May 31, 2012 (41.7%) and includes 10 of 26 pay periods (38%).

Revenues:

Property tax revenues have not yet been posted to the general ledger, but have been calculated through April and are shown in red on the first page of the report. Sales tax revenues, on a cash basis, are higher than last year for the same period. No adjustments to revenue projections are being considered as yet.

Expenses:

Through 41.7% of the year, total operating budgets are 32.6% of budget. Administrative services department is 45% of budget, partially because payment for the lobbyist. Compliance services in Public Safety is at 46.5% and emergency services is at 52.2%. There are grant revenues tied to these programs and they are operated accordingly. Risk management is 101.6% of budget due to workers compensation insurance. Both North Summit and South Summit youth recreation programs have received funding for 2012 and therefore their budgets show 100% spent.

I will be out of the office until next Wednesday, but I am available to answer specific questions through email.

Matt Leavitt

Summit County Auditor's Office
Tel. (435) 336-3017

Operating Funds Description	Current Year				New Estimate Over/(Under) Budget	Prior Year		
	Revenues to Date	Budgeted Revenues	% of Budget Received	Current Year Estimate		Revenues to Date	% of Budget Received to Date	Total Received Previous Year
General Fund Total	2,916,597	24,415,160	11.9%	24,415,160	-	5,064,143	21.3%	24,434,628
Municipal Fund Total	3,056,147	14,112,805	21.7%	14,112,805	-	2,870,865	19.9%	15,633,349
Assess & Collect Fund Total	208,837	3,623,472	5.8%	3,623,472	-	709,355	20.3%	3,475,115
Total Operating Funds	6,181,581	42,151,437	14.7%	42,151,437	-	8,644,363	20.7%	43,543,093
Taxes								
Property	-	14,672,760	0.0%	14,672,760	-	2,815,561	21.6%	15,577,116
Assessing & Collecting	-	2,900,000	0.0%	2,900,000	-	-	0.0%	-
Fee-In-Lieu	-	520,000	0.0%	520,000	-	118,793	10.5%	371,919
Redemptions	-	1,795,812	0.0%	1,795,812	-	696,433	38.7%	2,135,197
Sales & Use Tax-Muni	1,665,128	4,630,000	36.0%	4,630,000	-	1,198,256	26.0%	4,492,349
Sales & Use Tax-Gen	949,147	2,600,000	36.5%	2,600,000	-	645,809	26.4%	2,282,641
Total Taxes	2,614,275	27,118,572	9.6%	27,118,572	-	5,474,852	21.2%	24,859,221
Licenses & Permits								
Business Licenses	223,432	225,000	99.3%	225,000	-	204,063	90.7%	247,213
Building Permits	188,240	540,000	34.9%	540,000	-	60,538	13.5%	559,567
Marriage Licenses	-	3,000	0.0%	3,000	-	-	0.0%	-
Animal Licenses	6,511	20,000	32.6%	20,000	-	4,829	24.1%	17,077
Engineering Permits	14,891	35,000	42.5%	35,000	-	4,378	8.8%	35,552
Total Licenses & Permits	433,074	823,000	52.6%	823,000	-	273,808	36.6%	859,409
Intergovernmental								
Federal Grants	32,511	883,556	3.7%	883,556	-	130,242	23.7%	196,054
Other Entity	-	-	-	-	-	-	-	3,750
Miscellaneous Grants	5,000	41,000	12.2%	41,000	-	-	-	28,900
Dispatch Reimbursement	36,534	74,000	49.4%	74,000	-	-	0.0%	73,067
State Jail Reimbursement	171,900	450,000	38.2%	450,000	-	70,920	10.1%	546,795
In Lieu of Taxes	-	1,270,000	0.0%	1,270,000	-	6,185	0.5%	1,299,402
State Grants	11,072	-	-	-	-	11,619	-	21,199
Class B Roads	436,835	1,280,000	34.1%	1,280,000	-	414,086	33.1%	1,041,638
State Liquor Enforcement	841	90,000	0.9%	90,000	-	-	0.0%	68,546
Court Security Reimburse	19,942	130,000	15.3%	130,000	-	13,278	13.3%	161,826
License Reimbursement	16,700	70,000	23.9%	70,000	-	14,984	20.0%	64,285
Fleet Maintenance	38,825	140,000	27.7%	140,000	-	38,752	25.8%	105,570
State Court Reimburse	147,225	145,000	101.5%	145,000	-	63,366	43.7%	79,254

Property taxes (through April):
 General fund: \$1,034,862
 Muni fund: \$186,216
 A & C fund: \$138,108
 Total: \$1,359,186

SUMMIT COUNTY

Finance Report (Partial)

Date May 31, 2012

Percent of Year Elapsed: 41.7%

Operating Funds

Description	Current Year				New Estimate Over/(Under) Budget	Prior Year		
	Revenues to Date	Budgeted Revenues	% of Budget Received	Current Year Estimate		Revenues to Date	% of Budget Received to Date	Total Received Previous Year
Health Intergovernmental								
A&D State Prevention	45,569	546,804	8.3%	546,804	-	188,427	33.6%	577,111
Mental Health	34,577	336,317	10.3%	336,317	-	168,353	51.3%	438,911
MtnLand Title XX	-	78,586	0.0%	78,586	-	5,001	6.3%	5,830
DHS/UTCAN Fam Resource	1,383	-		-	-	2,766		3,458
SPF SIG/Strategic Plan	-	-		-	-	18,923		53,578
WIC	23,341	623,504	3.7%	623,504	-	32,757	5.8%	560,173
Heart Disease/Stroke	5,000	29,504	16.9%	29,504	-	7,450	25.3%	32,032
Min Perform Standards	12,204	48,815	25.0%	48,815	-	12,204	22.4%	61,315
Immunization	11,342	44,032	25.8%	44,032	-	390	0.6%	72,100
MCH Block Grant	3,803	12,960	29.3%	12,960	-	3,853	29.7%	13,954
Clean Air	-	1,148	0.0%	1,148	-	-	0.0%	1,634
Tobacco Comprehensive CDC	-	-		-	-	1,633		41,511
Tobacco Prevention & Cont	5,752	-		-	-	16,851		35,686
Early Intervention	53,663	268,800	20.0%	268,800	-	90,518	40.3%	397,909
HIV-AIDS	106	4,050	2.6%	4,050	-	1,100	27.2%	1,000
TB	945	-		-	-	-		3,050
Enviro Health - DEQ	16,782	67,127	25.0%	67,127	-	16,632	25.0%	66,827
Enviro Health - DOH	-	12,500	0.0%	12,500	-	-	0.0%	-
S.T.D.	1,000	1,000	100.0%	1,000	-	-	0.0%	1,000
Injury Prevention	-	20,240	0.0%	20,240	-	-	0.0%	21,415
Cancer - UCCP/CDC	744	11,050	6.7%	11,050	-	1,270	12.0%	10,516
0-5 Prenatal	800	3,200	25.0%	3,200	-	421	13.2%	2,181
Target Case Management	-	15,000	0.0%	15,000	-	266	2.5%	540
Dental Health	-	20,000	0.0%	20,000	-	10,010	50.1%	20,000
Pandemic Influenza	-	-		-	-	7,025		70,373
Bio Terrorism	13,231	316,160	4.2%	316,160	-	53,615	18.7%	412,145
Summit Co Safe Community	1,316	-		-	-	1,595	13.3%	13,822
Tobacco Compliance	1,716	82,506	2.1%	82,506	-	1,716	2.1%	7,458
Disease Outbreak/MRC	-	14,500	0.0%	14,500	-	4,000		2,187
ELC-Affordable Care	-	-		-	-	-		3,986
MRC/NACCHO	-	7,500	0.0%	7,500	-	-		-
Total Intergovernmental	1,150,660	7,138,859	16.1%	7,138,859	-	1,410,208	20.6%	6,621,986

Operating Funds	Current Year					Prior Year		
	Revenues to Date	Budgeted Revenues	% of Budget Received	Current Year Estimate	New Estimate Over/(Under) Budget	Revenues to Date	% of Budget Received to Date	Total Received Previous Year
Charges for Services								
Clerk Fees	5,785	18,000	32.1%	18,000	-	4,918	22.4%	13,721
Recorder Fees	201,436	440,000	45.8%	440,000	-	153,243	27.9%	443,667
Engineering Fees	2,675	50,000	5.4%	50,000	-	2,060	4.1%	25,460
Subdivision Fees	40,379	180,000	22.4%	180,000	-	93,657	117.1%	215,002
Development Code	1,190	3,000	39.7%	3,000	-	597	19.9%	3,753
Search & Rescue	-	20,000	0.0%	20,000	-	-	0.0%	20,051
Primary Residency Fee	23,448	40,000	58.6%	40,000	-	11,468	28.7%	81,078
Plan Check Fees	56,091	250,000	22.4%	250,000	-	30,083	15.0%	252,041
Fire Warden Fees	75	-	-	-	-	-	-	105
Sheriff Compliance	15,102	28,000	53.9%	28,000	-	6,832	24.4%	65,948
Sheriff Fees	1,163	25,000	4.7%	25,000	-	1,537	6.1%	6,173
South Summit Ambulance	25,003	130,000	19.2%	130,000	-	12,343	6.7%	93,091
North Summit Ambulance	46,621	120,000	38.9%	120,000	-	22,817	16.3%	125,820
Forest Law Enforcement	10,503	13,193	79.6%	13,193	-	-	0.0%	-
Park City Ambulance	365,784	1,350,000	27.1%	1,350,000	-	273,809	17.7%	1,300,871
Recycle Fees	27,039	50,000	54.1%	50,000	-	13,270	-	38,688
Advertising Fees	-	-	-	-	-	-	-	174
Computer Fees	670	10,000	6.7%	10,000	-	730	4.9%	3,430
GIS Fees	1,040	-	-	-	-	365	-	4,824
Waste Disposal	387,715	1,000,000	38.8%	1,000,000	-	311,555	22.3%	1,021,082
Household Hazardous Waste	20,358	75,000	27.1%	75,000	-	16,398	41.0%	57,761
Fair/Park Receipts	2,508	80,000	3.1%	80,000	-	400	0.5%	74,203
Offender Obligation	1,265	-	-	-	-	-	-	1,131
Inmate Labor Fees	-	15,000	0.0%	15,000	-	740	3.0%	1,231
Snow Removal	18,019	25,000	72.1%	25,000	-	17,486	38.9%	39,990
Election Fees	2,425	8,500	28.5%	8,500	-	-	0.0%	11,195
Surveyor Fees	1,447	2,000	72.4%	2,000	-	370	12.3%	1,524
911 Services	150,017	450,000	33.3%	450,000	-	103,393	23.0%	555,014
Emergency Services	1,571	-	-	-	-	-	-	-
Television Franchise	-	160,000	0.0%	160,000	-	43,261	27.0%	128,999

Operating Funds	Current Year					Prior Year		
	Revenues to Date	Budgeted Revenues	% of Budget Received	Current Year Estimate	New Estimate Over/(Under) Budget	Revenues to Date	% of Budget Received to Date	Total Received Previous Year
Health Fees								
Water Concurrency	258	45,000	0.6%	45,000	-	-	0.0%	40,873
Lead Testing Fee	-	-	-	-	-	-	-	72
Communicable Disease	-	-	-	-	-	35	-	35
Well Child	211	-	-	-	-	66	-	405
Dental	425	150	283.3%	150	-	50	-	880
Immunization	12,285	66,000	18.6%	66,000	-	19,763	30.4%	74,778
TB	865	1,350	64.1%	1,350	-	535	53.5%	2,380
S.T.D.	370	3,000	12.3%	3,000	-	739	26.9%	3,157
HIV Testing	50	250	20.0%	250	-	120	60.0%	460
Lab Fees	13,395	49,000	27.3%	49,000	-	10,130	26.7%	63,390
Day Care Inspection	60	100	60.0%	100	-	-	-	65
Food Service Permits	68,065	65,000	104.7%	65,000	-	36,820	193.8%	48,410
Food Handler Permit	6,460	24,000	26.9%	24,000	-	5,091	66.0%	21,555
Serve Safe Class	-	4,500	0.0%	4,500	-	-	0.0%	-
Vital Statistics	4,497	9,000	50.0%	9,000	-	3,188	35.4%	13,919
Reproductive Health	9,524	25,000	38.1%	25,000	-	5,539	36.9%	31,532
Cancer Screening	-	250	0.0%	250	-	289	144.5%	289
Septic Tank	1,925	6,000	32.1%	6,000	-	910	15.2%	10,780
Cholesterol Screen	-	250	0.0%	250	-	32	6.4%	80
Pool & Spa Permit	35	6,500	0.5%	6,500	-	50	1.3%	5,980
Early Intervention	-	137,200	0.0%	137,200	-	-	0.0%	-
Temp Mass Gathering	-	1,250	0.0%	1,250	-	100	20.0%	1,850
Tobacco Class	75	850	8.8%	850	-	225	27.3%	450
Liquid Scavenger Fee	-	100	0.0%	100	-	-	0.0%	-
Quinn's Maintenance	-	25,000	0.0%	25,000	-	-	0.0%	-
Total Charges for Services	1,527,830	5,012,443	30.5%	5,012,443	-	1,205,014	21.8%	4,907,368
Fines & Forfeitures								
Precinct Court	334,213	875,000	38.2%	875,000	-	198,125	22.0%	754,335
Admin Law Fines	3,944	-	-	-	-	6,063	-	18,629
Prosecution Fines	4,090	15,000	27.3%	15,000	-	1,930	8.4%	17,682
Public Defender Recovery	2,045	5,000	40.9%	5,000	-	768	15.4%	6,091
Library Fines	7,825	20,000	39.1%	20,000	-	7,148	35.7%	20,896
Evidence Forfeiture	1,224	5,000	24.5%	5,000	-	-	-	40,361
Court Services	10,488	30,000	35.0%	30,000	-	38,169	-	86,098
Total Fines & Forfeitures	363,829	950,000	38.3%	950,000	-	252,204	26.6%	944,092
Miscellaneous								
Interest	52,930	107,000	49.5%	107,000	-	10,357	3.6%	70,128
TV Rent	15,818	50,000	31.6%	50,000	-	8,353	15.2%	45,955
Rental Property	9,389	-	-	-	-	4,703	-	291,484
Revenue From Bonds	-	-	-	-	-	-	-	2,337,000
Jail Reimbursements	1,494	7,500	19.9%	7,500	-	2,078	27.7%	8,309
Miscellaneous	11,636	41,000	28.4%	41,000	-	2,785	5.2%	21,393
Total Miscellaneous	91,267	205,500	44.4%	205,500	-	28,276	7.0%	2,774,268
Contributions								
From Surplus	-	192,700	0.0%	192,700	-	-	0.0%	135,000
Contributions Other Funds	-	78,300	0.0%	78,300	-	-	0.0%	2,403,555
Livestock Corral Fees	46	2,500	1.8%	2,500	-	-	0.0%	2,424
Contributions Other	-	629,563	0.0%	629,563	-	-	0.0%	35,674
Historical Society	-	-	-	-	-	-	-	95
Total Contributions	46	903,063	0.0%	903,063	-	-	0.0%	2,576,747
Total Revenues	6,180,981	42,151,437	14.7%	42,151,437	-	8,644,363	20.7%	43,543,093

SUMMIT COUNTY

Finance Report (Partial)

Date May 31, 2012

Percent of Year Elapsed: 41.7%

Number of Pay Periods Reported: 10 of 26 (38%)

Operating Funds Description	Current Year				New Estimate Over/(Under) Budget	Prior Year		
	Expenditures to Date	Budgeted Expenditures	% of Budget Spent	Current Year Estimate		Expenditures to Date	% of Budget Spent to Date	Total Expenditures Previous Year
General Fund Total	7,550,178	24,510,850	30.8%	24,510,850	-	7,745,858	32.5%	
Municipal Fund Total	4,868,009	14,112,797	34.5%	14,112,797	-	4,864,661	33.8%	
Assess & Collect Fund Total	1,335,302	3,623,461	36.9%	3,623,461	-	1,385,778	39.6%	
Total Operating Funds	13,753,490	42,247,108	32.6%	42,247,108	-	13,996,297	33.6%	-
GENERAL GOVERNMENT								
Administration								
Council	71,505	189,400	37.8%	189,400	-	80,242	40.6%	
Admin Services	222,878	492,965	45.2%	492,965	-	220,603	52.0%	
Sustainability	34,230	180,615	19.0%	180,615	-	866	0.3%	
Auditor	175,052	490,294	35.7%	490,294	-	187,527	39.6%	
Clerk	115,816	323,350	35.8%	323,350	-	116,913	39.3%	
Elections	14,270	92,405	15.4%	92,405	-	12,774	23.3%	
Public Defender	85,291	208,800	40.8%	208,800	-	84,387	40.5%	
Treasurer	107,231	292,021	36.7%	292,021	-	128,292	43.7%	
Motor Vehicle	71,783	214,235	33.5%	214,235	-	74,562	36.5%	
Recorder	200,254	567,010	35.3%	567,010	-	239,613	40.4%	
Attorney	465,454	1,300,382	35.8%	1,300,382	-	491,699	37.9%	
Assessor	250,852	753,915	33.3%	753,915	-	306,930	36.0%	
Justice Court	146,020	398,250	36.7%	398,250	-	163,185	39.5%	
Community Development	187,047	552,000	33.9%	552,000	-	197,459	36.0%	
Planning & Zoning	232,752	607,530	38.3%	607,530	-	281,211	43.7%	
Building	160,699	481,890	33.3%	481,890	-	221,472	35.9%	
Total General Government	2,541,133	7,145,062	35.6%	7,145,062	-	2,807,734		-

SUMMIT COUNTY

Finance Report (Partial)

Date May 31, 2012

Percent of Year Elapsed: 41.7%

Number of Pay Periods Reported: 10 of 26 (38%)

Operating Funds

Description	Current Year				Prior Year			
	Expenditures to Date	Budgeted Expenditures	% of Budget Spent	Current Year Estimate	New Estimate Over/(Under) Budget	Expenditures to Date	% of Budget Spent to Date	Total Expenditures Previous Year
PUBLIC SAFETY								
Sheriff	267,593	777,764	34.4%	777,764	-	349,619	43.0%	
Patrol	949,822	2,817,720	33.7%	2,817,720	-	1,038,961	31.6%	
Special Operations	165,234	432,920	38.2%	432,920	-	183,363	41.1%	
Criminal Investigations	158,611	667,900	23.7%	667,900	-	370,137	40.7%	
Major Crimes Unit	212,029	631,150	33.6%	631,150	-	3,523	37.3%	
Forest Law	2,374	14,002	17.0%	14,002	-	-	0.0%	
Reserves	3,848	16,950	22.7%	16,950	-	6,886	40.6%	
Compliance	23,915	51,450	46.5%	51,450	-	25,468	91.3%	
Corrections	853,450	2,088,100	40.9%	2,088,100	-	961,823	47.4%	
Jail Kitchen	150,940	421,500	35.8%	421,500	-	153,200	35.8%	
Court Services	279,539	1,005,910	27.8%	1,005,910	-	322,122	47.4%	
Communications	339,377	1,042,080	32.6%	1,042,080	-	407,838	39.0%	
E-911	76,640	750,200	10.2%	750,200	-	64,279	21.1%	
Search & Rescue	24,033	75,710	31.7%	75,710	-	57,747	29.7%	
Sub-Total Sheriff	<u>3,507,404</u>	<u>10,793,356</u>	<u>32.5%</u>	<u>10,793,356</u>	<u>-</u>	<u>3,944,967</u>	<u>38.7%</u>	<u>-</u>
Animal Control	127,330	398,320	32.0%	398,320	-	192,023	35.9%	
Emergency Management	62,677	120,150	52.2%	120,150	-	79,232	40.9%	
Ambulance								
North Summit	57,030	258,805	22.0%	258,805	-	51,800	17.7%	
South Summit	62,931	225,443	27.9%	225,443	-	67,174	28.6%	
Park City	329,289	1,481,550	22.2%	1,481,550	-	381,672	21.6%	
Total Public Safety	<u>4,146,662</u>	<u>13,277,624</u>	<u>31.2%</u>	<u>13,277,624</u>	<u>-</u>	<u>4,716,868</u>	<u>35.7%</u>	<u>-</u>
PUBLIC WORKS								
Administration & Shop	184,689	541,974	34.1%	541,974	-	199,161	37.3%	
Class B Roads	620,631	1,280,000	48.5%	1,280,000	-	30,712	2.5%	
County Roads	378,620	1,430,540	26.5%	1,430,540	-	455,296	30.2%	
Storm Water Management	37,243	159,580	23.3%	159,580	-	25,813	16.6%	
Weeds	115,090	336,040	34.2%	336,040	-	99,174	26.9%	
Engineering	223,166	657,770	33.9%	657,770	-	253,040	39.0%	
Fire Warden	5,246	57,650	9.1%	57,650	-	1,618	2.0%	
Waste Disposal	1,529,100	4,051,760	37.7%	4,051,760	-	1,331,454	31.0%	
Total Public Works	<u>3,093,784</u>	<u>8,515,314</u>	<u>36.3%</u>	<u>8,515,314</u>	<u>-</u>	<u>2,396,269</u>	<u>27.1%</u>	<u>-</u>

SUMMIT COUNTY

Finance Report (Partial)

Date May 31, 2012

Percent of Year Elapsed: 41.7%

Number of Pay Periods Reported: 10 of 26 (38%)

Operating Funds

Description	Current Year				New Estimate Over/(Under) Budget	Prior Year		
	Expenditures to Date	Budgeted Expenditures	% of Budget Spent	Current Year Estimate		Expenditures to Date	% of Budget Spent to Date	Total Expenditures Previous Year
GOVERNMENT SERVICES								
Risk Management	644,077	634,000	101.6%	634,000	-	577,189	91.8%	
Information Technology	364,589	1,123,940	32.4%	1,123,940	-	433,847	39.5%	
Personnel	117,247	342,070	34.3%	342,070	-	132,318	39.9%	
Facilities								
Coalville Area	211,501	630,151	33.6%	630,151	-	218,006	36.9%	
Richins Building	44,103	152,146	29.0%	152,146	-	47,694	26.8%	
Kamas Area	28,008	83,096	33.7%	83,096	-	27,483	35.8%	
PW & Animal Shelter	30,684	105,200	29.2%	105,200	-	33,538	33.1%	
Justice Complex	212,426	571,800	37.2%	571,800	-	162,371	32.5%	
Parks & Grounds	59,764	223,280	26.8%	223,280	-	81,687	36.3%	
Fleet Services	2,276	26,940	8.4%	26,940	-	2,494	7.6%	
Quinn's Health Building	53,584	154,750	34.6%	154,750	-	57,918	39.7%	
Recreation								
County Fair	6,890	243,600	2.8%	243,600	-	5,397	2.8%	
State Fair	-	1,500	0.0%	1,500	-	-	0.0%	
No Summit Youth Rec	35,000	35,000	100.0%	35,000	-	35,000	100.0%	
So Summit Youth Rec	35,000	35,000	100.0%	35,000	-	35,000	100.0%	
Snyderville Recreation	-	35,000	0.0%	35,000	-	-	0.0%	
Library	366,161	1,100,010	33.3%	1,100,010	-	385,373	36.5%	
Historical	26,796	103,500	25.9%	103,500	-	30,770	37.3%	
USU Extension	31,855	104,150	30.6%	104,150	-	31,604	30.8%	
Total Government Services	2,269,959	5,705,133	39.8%	5,705,133	-	2,297,689	42.2%	-
PUBLIC HEALTH								
Administration	132,974	380,500	34.9%	380,500	-	141,714	37.1%	
General Health	456,001	1,659,073	27.5%	1,659,073	-	483,823	29.9%	
Environmental Health	157,178	421,071	37.3%	421,071	-	152,859	36.3%	
Bio-Terrorism	56,692	317,470	17.9%	317,470	-	97,644	34.8%	
Early Intervention	137,121	408,500	33.6%	408,500	-	137,837	34.2%	
Mental Health	30,677	476,073	6.4%	476,073	-	63,099	13.5%	
Prevention Center	82,129	587,027	14.0%	587,027	-	166,589	27.7%	
Total Public Health	1,052,771	4,249,714	24.8%	4,249,714	-	1,243,564	29.8%	-
OTHER DEPARTMENTS								
Television	47,062	125,300	37.6%	125,300	-	35,130	19.1%	
Non-Departmental	99,791	295,000	33.8%	295,000	-	95,489	34.1%	
Contributions	71,003	1,129,871	6.3%	1,129,871	-	68,980	46.0%	
Transfers	-	-	-	-	-	-	-	
To Other Funds	-	850,000	0.0%	850,000	-	-	0.0%	
Miscellaneous	142,491	710,000	20.1%	710,000	-	333,782	32.1%	
Total Other Departments	360,348	3,110,171	11.6%	3,110,171	-	533,381	21.3%	-
TOTAL OPERATING FUNDS	13,464,657	42,003,018	32.1%	42,003,018	-	13,995,504	33.6%	-



MEMORANDUM:

Date: June 13, 2012

To: Council Members

From: Robert Jasper

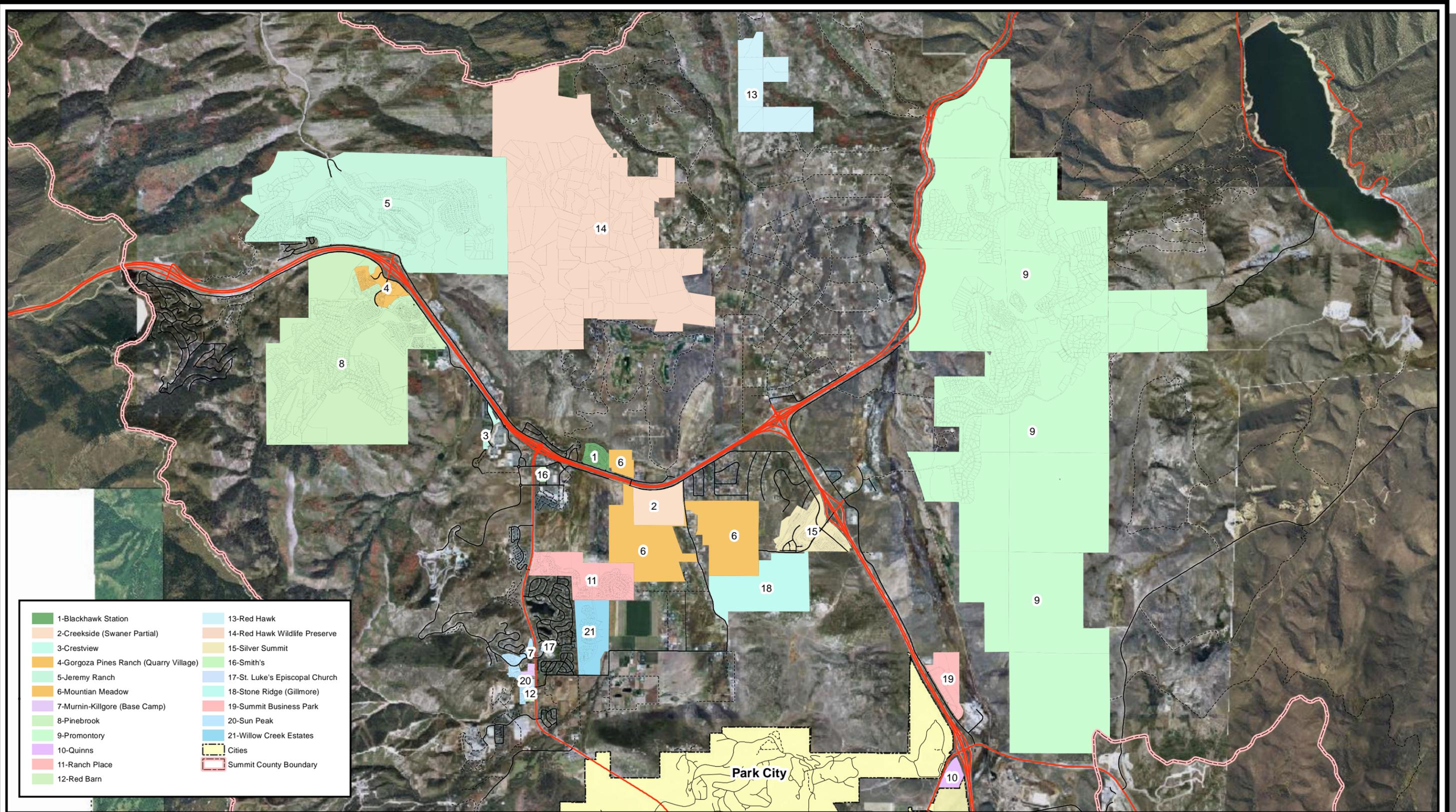
Re: Maps Depicting Settlements and Open Space

Attached to this memo please find two maps.

The first map shows properties which have been approved by consent or settlement agreement. See also the list entitled "Consent Agreement Facts".

The second map depicts pieces of public and private open space.

Staff will is available to provide comments, and answer any questions you might have.



1-Blackhawk Station	13-Red Hawk
2-Crekside (Swaner Partial)	14-Red Hawk Wildlife Preserve
3-Crestview	15-Silver Summit
4-Gorgoza Pines Ranch (Quarry Village)	16-Smith's
5-Jeremy Ranch	17-St. Luke's Episcopal Church
6-Mountain Meadow	18-Stone Ridge (Gillmore)
7-Murnin-Killgore (Base Camp)	19-Summit Business Park
8-Pinebrook	20-Sun Peak
9-Promontory	21-Willow Creek Estates
10-Quinns	Cities
11-Ranch Place	Summit County Boundary
12-Red Barn	

Summit County, UT

Highlighted Areas

Approved by Consent or Settlement Agreement

Prepared June 2012 by Summit County Community Development Department



This drawing is neither a legally recorded map, nor a survey, and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources including Summit County. Summit County is not responsible for the timeliness or accuracy of information shown.



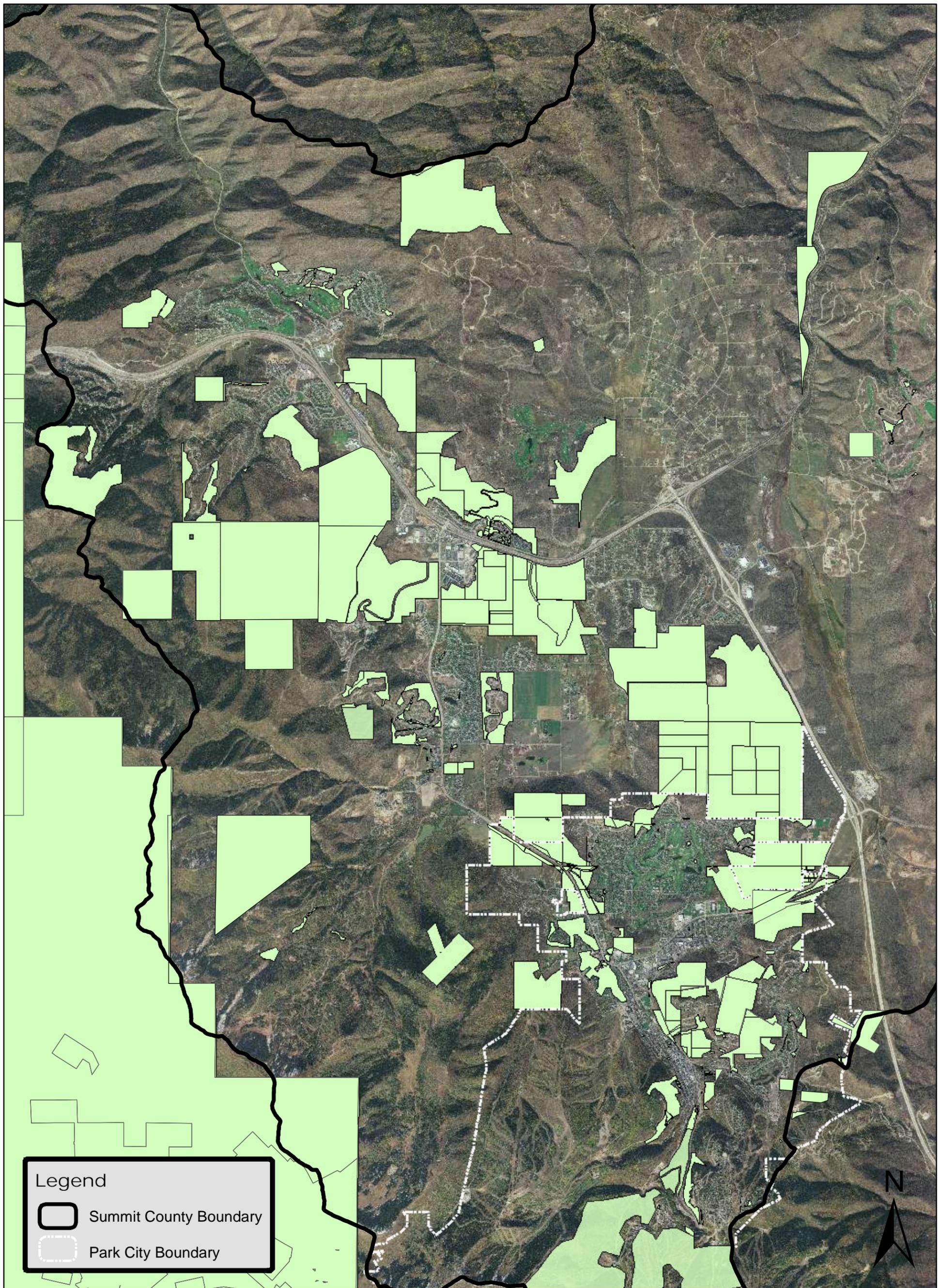
Consent Agreement Facts (both lawsuits and claims without lawsuits are depicted)

Blackhawk Station	-	Vested Rights Dispute/Takings. 411 combined multi-family (MF) and single family (SF) units.
Creekside	-	Vested Rights Dispute/Takings. 9 SF units.
Crestview	-	Vested Rights Dispute/Takings. 120 MF units.
Gorgoza Pines Ranch	-	Vested Rights Dispute/Takings. 428,000 sq ft commercial, 366 MF and 33 SF units.
Jeremy Ranch	-	Vested Rights Dispute/Takings. 316 SF units.
Mountain Meadow	-	Vested Rights Dispute/Takings. 312 MF and 238 SF units.
Murnin-Killgore	-	Equitable Estoppel Claim. 74,000 sq ft commercial.
Pinebrook	-	Vested Rights Dispute/Takings. 562 MF and 256 SF units.
Promontory	-	Vested Rights Dispute/Takings. 1601 SF, 120 cottages, and 2 hotels.
Quinns	-	Vested Rights Dispute/Takings. 375,000 sq ft movie studio.
Ranch Place	-	Vested Rights Dispute/Takings. 228 SF units.
Red Barn	-	Zoning challenge. 45 MF units.
Red Hawk and Red Hawk Preserve	-	Vested Rights Dispute/Takings. 116 SF units.
Silver Summit	-	Vested Rights Dispute/Takings. 212 SF units.
Smith's Grocery	-	Class 2 Permit Claim. Lot 2 in The Village at Kimball Junction Subdivision.
St Lukes Church	-	No file.
Stoneridge	-	Civil Rights Claims/Takings. 3 SF units and Church. Purchased 290 acres in open space.
Summit Business Park	-	Takings. 30 commercial lot subdivision.
Sun Peak	-	Vested Rights Dispute/Takings. 210 SF and 350 MF units. 53,000 sq ft commercial and a hotel.
Willow Creek Estates	-	Vested Rights Dispute/Takings. 72 SF units.

* Vested Rights Dispute/Takings – a vested right is a prerequisite to a takings (I have listed them together even where there was only a vested rights claim because a denial of a vested right leads to a takings claim)

Public and Private Land, Open Space & Parks

Summit County, UT: Snyderville Basin

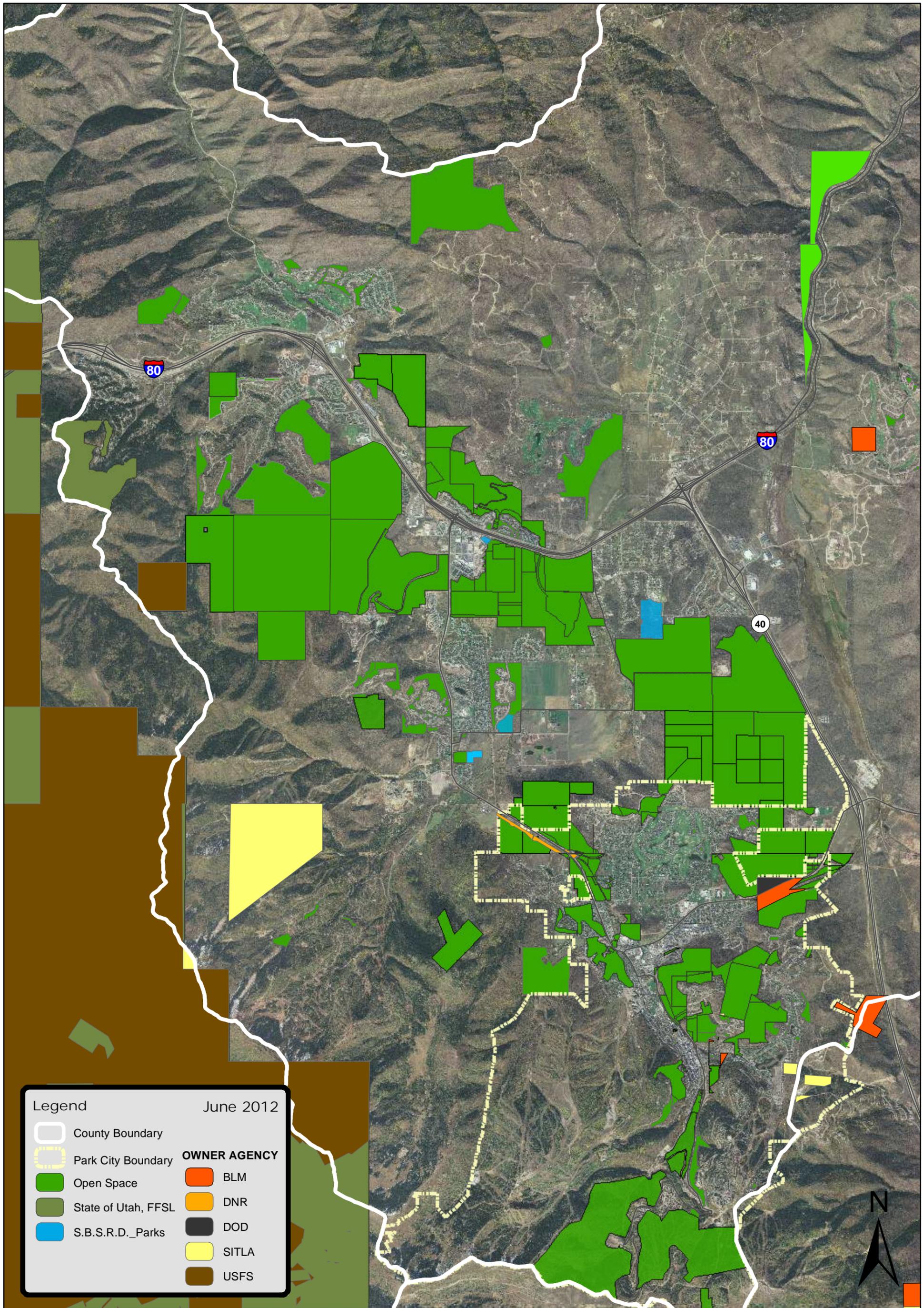


June 2012

0 0.5 1 2 Miles

Public and Private Land, Open Space, & Parks

Summit County, UT: Snyderville Basin



0 0.5 1 2 Miles