



AGENDA
SUMMIT COUNTY COUNCIL
Wednesday, May 15, 2013

NOTICE is hereby given that the Summit County Council will meet in session
Wednesday, May 15, 2013, at the Sheldon Richins Building, 1885 West Ute Blvd, Park City, UT 84098
All time listed are general in nature and are subject to change by the Council Chair
Please Notice Change in Meeting Location

2:30 PM Executive Session – Property Acquisition

3:30 PM Work Session

- 1) Discussion regarding findings in the recent NACo County Health Rankings report; Rich Bullough, Health Director (30 Min)
- 2) 4:00 PM Discussion regarding alarms, Sheriff Dave Edmunds, (30 min)
- 3) 4:30 PM Discussion of Interlocal Agreement concerning UTA, Dave Thomas, Chief Civil Attorney (30 min)

5:00 PM Consideration of Approval

- 1) Pledge of Allegiance
- 2) Manager Comments
- 3) Council Comments
- 4) Council Minutes
- 5) Consideration of Tax Appeal Snyderville Basin Recreation District, Will Pratt (15 Min)
- 6) Consideration to repeal the 2012 Tax Increase to the Municipal Fund and County Service Area# 6 Fund, David Brickey, Summit County Attorney (30 min)

6:00 PM Public Input

Public Hearing and possible approval of All West / Utah Inc. Franchise Agreement; Dave Thomas, Chief Civil Attorney

Public Hearing, Possible Decision - Hamilton Special Exception request for Lot of Record status, Kevin Hamilton, applicant - Tiffanie Northrup-Robinson, Planner

Individuals with questions, comments, or needing special accommodations pursuant to the Americans with Disabilities Act regarding this meeting may contact Kellie Robinson at (435) 336-3025, (435) 615-3025 or (435) 783-4351 ext. 3025

Posted: May 10, 2013

MANAGER'S REPORT

May 3, 2013

To: Council Members

From: Robert Jasper

<u>Department</u>	<u>Description of Updates</u>
Administration	<p><u>Submitted by Robert Jasper, County Manager:</u> Documents and transactions are listed on the Manager Approval list dated 5/02/13, posted on the website at: http://www.summitcounty.org/manager/index.php</p> <p>County Manager Executive Order 2013-01 regarding standards and requirements for Special Events within Summit County. The Executive Order simplifies, and better coordinates, the fee collection for Special Event Permits</p>
Auditor	<p><u>Submitted by JaNae Blonquist, Chief Deputy Auditor:</u></p> <ul style="list-style-type: none"> ○ Making good progress on the 2012 audit ○ Working tax relief application process ○ Working on Tax Sale notifications – Sale is scheduled for May 23rd 10:00 AM
Assessor	<u>Submitted by Steve Martin, Assessor:</u>
Attorney	
Clerk	
Community Development	<p><u>Submitted by Patrick Putt, Interim Community Development Director:</u></p> <p>Snyderville Basin</p> <ul style="list-style-type: none"> ● On April 23, 2013 the Snyderville Basin Planning Commission reviewed a comprehensive list of Development Code amendments aimed at transferring regulatory language from the General Plan to the Development Code. The amendments will be forwarded to the County Council for its review and consideration concurrent with final General Plan Phase I draft. Public hearings for the West Mountain, Canyons, Olympic Park, Jeremy Ranch/Pinebrook, the Summit, and North Mountain neighborhoods will take place on May 7th. ● The Snyderville Basin Planning Commission General Plan Subcommittee will meet on May 2nd to prioritize the upcoming Phase II General Plan elements and timeframe. <p>Eastern Summit County</p> <ul style="list-style-type: none"> ● On April 24, 2013 the Eastern Summit County Planning Commission reheard the Pineda barn/riding facility Conditional Use Permit application. The application was reheard due to the fact of a deficiency in the adjacent property owner courtesy noticing. Following the public hearing, the Commission voted unanimously to approve the application. An appeal was filed on April 26th by adjacent property owners. Per the Eastern Summit County Development Code, Section 11-7-17, Mr. Pineda's Conditional Use Permit and Building Permit have been suspended pending County Council's Final Action on the appeal. Subsequently, Mr. Pineda filed and recorded an Agricultural Exemption Acknowledgement with the Community Development Department. I signed the acknowledgement on behalf of the Department. Inasmuch as agricultural building exempt buildings do not require a building permit, Mr. Pineda may elect to continue construction of the building. The appellants were telephoned to update them on the recording of the acknowledgement. The appeal hearing will be scheduled at the earliest available Council meeting.

<u>Department</u>	<u>Description of Updates</u>																																				
	<ul style="list-style-type: none"> The Eastern Summit County General Plan update is scheduled for additional work and deliberation at the May 2nd Planning Commission meeting. The department received 21 new building applications and 10 new planning applications this past week as follows: <p style="text-align: center;">New Building Applications Submitted April 24, - April 30, 2013 Snyderville Basin</p> <table border="1" data-bbox="431 457 1419 1898"> <thead> <tr> <th data-bbox="431 457 599 520">Project #</th> <th data-bbox="599 457 1167 520">Project Name</th> <th data-bbox="1167 457 1419 520">Submittal Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 520 599 655">13-946</td> <td data-bbox="599 520 1167 655">RD Brenner Water Heater Replacement 2730 N Sundial Ct., Park City, UT</td> <td data-bbox="1167 520 1419 655">Apr 24, 13</td> </tr> <tr> <td data-bbox="431 655 599 789">13-948</td> <td data-bbox="599 655 1167 789">Premiere Builders Bathroom Remodel 1201 Cutter Lane, Park City, UT</td> <td data-bbox="1167 655 1419 789">Apr 24, 13</td> </tr> <tr> <td data-bbox="431 789 599 924">13-950</td> <td data-bbox="599 789 1167 924">Ron Husband Swimming Pool 48 White Pine Canyon Rd., Park City, UT</td> <td data-bbox="1167 789 1419 924">Apr 24, 13</td> </tr> <tr> <td data-bbox="431 924 599 1024">13-951</td> <td data-bbox="599 924 1167 1024">Powderwood HOA / Greater PC Properties Outside Stair Repairs / Replacement</td> <td data-bbox="1167 924 1419 1024">Apr 25, 13</td> </tr> <tr> <td data-bbox="431 1024 599 1159">13-953</td> <td data-bbox="599 1024 1167 1159">Phillips Development Single Family Dwelling 7377 N Sage Meadow Ct., Park City, UT</td> <td data-bbox="1167 1024 1419 1159">Apr 25, 13</td> </tr> <tr> <td data-bbox="431 1159 599 1293">13-954</td> <td data-bbox="599 1159 1167 1293">Jim Clifford Kitchen / Bath Remodel 2025 Canyons Resort Dr. #S8, Park City, UT</td> <td data-bbox="1167 1159 1419 1293">Apr 25, 13</td> </tr> <tr> <td data-bbox="431 1293 599 1428">13-955</td> <td data-bbox="599 1293 1167 1428">Jim Clifford Window Replacement 1435 W Silver Meadows #47, Park City, UT</td> <td data-bbox="1167 1293 1419 1428">Apr 25, 13</td> </tr> <tr> <td data-bbox="431 1428 599 1562">13-956</td> <td data-bbox="599 1428 1167 1562">ESCO Services Furnace Replacement 1130 Station Loop Rd., Park City, UT</td> <td data-bbox="1167 1428 1419 1562">Apr 25, 13</td> </tr> <tr> <td data-bbox="431 1562 599 1696">13-957</td> <td data-bbox="599 1562 1167 1696">Ryan McCormick Single Family Dwelling 2408 W Daybreaker Park City, UT</td> <td data-bbox="1167 1562 1419 1696">Apr 26, 13</td> </tr> <tr> <td data-bbox="431 1696 599 1831">13-959</td> <td data-bbox="599 1696 1167 1831">Jim Clifford Tile Bathrooms / Dental Building 3080 W Pinebrook Rd</td> <td data-bbox="1167 1696 1419 1831">Apr 29, 13</td> </tr> <tr> <td data-bbox="431 1831 599 1898">13-961</td> <td data-bbox="599 1831 1167 1898">Kevin Ivers Interior Remodel</td> <td data-bbox="1167 1831 1419 1898">Apr 29, 13</td> </tr> </tbody> </table> 	Project #	Project Name	Submittal Date	13-946	RD Brenner Water Heater Replacement 2730 N Sundial Ct., Park City, UT	Apr 24, 13	13-948	Premiere Builders Bathroom Remodel 1201 Cutter Lane, Park City, UT	Apr 24, 13	13-950	Ron Husband Swimming Pool 48 White Pine Canyon Rd., Park City, UT	Apr 24, 13	13-951	Powderwood HOA / Greater PC Properties Outside Stair Repairs / Replacement	Apr 25, 13	13-953	Phillips Development Single Family Dwelling 7377 N Sage Meadow Ct., Park City, UT	Apr 25, 13	13-954	Jim Clifford Kitchen / Bath Remodel 2025 Canyons Resort Dr. #S8, Park City, UT	Apr 25, 13	13-955	Jim Clifford Window Replacement 1435 W Silver Meadows #47, Park City, UT	Apr 25, 13	13-956	ESCO Services Furnace Replacement 1130 Station Loop Rd., Park City, UT	Apr 25, 13	13-957	Ryan McCormick Single Family Dwelling 2408 W Daybreaker Park City, UT	Apr 26, 13	13-959	Jim Clifford Tile Bathrooms / Dental Building 3080 W Pinebrook Rd	Apr 29, 13	13-961	Kevin Ivers Interior Remodel	Apr 29, 13
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		8860 N Sackett Dr., Park City, UT	
	13-962	Sandra More Single Family Dwelling 2285 W White Pine Lane., Park City, UT	Apr 30, 13
	13-963	OBK Retail Building B - Village at Kimball Jct 6400 N HWY 224., Park City, UT	Apr 30, 13
	13-964	OBK Retail Building C - Village at Kimball Jct 6400 N HWY 224., Park City, UT	Apr 30, 13
	13-965	OBK Retail Building F - Village at Kimball Jct 6400 N Hwy 224., Park City, UT	Apr 30, 13
	13-967	Jason Linder 2nd Story Addition 3955 Lindor Court, Park City, UT	Apr 30, 13
		Eastern Summit County	
	13-947	Brent Litz Remodel Cabin 3353 Uinta Dr., Uintalands, Utah	Apr 24, 13
	13-949	John Hellander Single Family Dwelling (Cabin) 1257 W Elk Rd., Wanship, UT	Apr 24, 13
	13-952	Tim Sales Remodel 2500 E. State Rd. 35, Woodland, UT	Apr 25, 13
	13-958	Everything Homes Single Family Dwelling 1297 S Hoytsville Rd., Coalville, UT	Apr 26, 13
	13-966	Troy Rockhill Basement Finish 1845 S. West Hoytsville Rd., Wanship, UT	Apr 30, 13

<u>Department</u>	<u>Description of Updates</u>			
	New Planning Applications Submitted April 24, - April 30, 2013 Snyderville Basin			
	Project #	Project Name	Submittal Date	Planner
	13-562	McGinnis Plat Amendment Larry M. McGinnis Plat Amendment 7750 N. Long Rifle Road LGPFL-2-AM	Apr 24, 13	Molly
	13-563	Miners Loft CUP Crisco Development Conditional Use Permit 670 West Bitner Road PP-84-A-2	Apr 24, 13	Jennifer
	13-565	Miners Loft Rezone Crisco Development Rezone 670 West Bitner Road PP-84-A-2	Apr 24, 13	Jennifer
	13-566	Miners Loft Development Code Amend Crisco Development Development Code Amendment 670 West Bitner Road PP-84-A-2	Apr 24, 13	Jennifer
	13-567	Newpark Concert Series 2013 Chris Eggleton Special Event Newpark	Apr 26, 13	Kimber
	13-568	Erickson Board of Adjustment Scot C. Erickson Board of Adjustment 751 Richmond Drive	Apr 29, 13	Sean
	13-569	Morgan Stanley Sign Michelle Zeller-Yesco Sign 1441 West Ute Blvd NPRK-Q-A-M	Apr 29, 13	AC
	13-570	Park City Gun Club Sign Allied Electric Sign Sign 4285 N. Forestdale Dr. PCBC-5	Apr 29, 13	Sean
	13-571	Red Rock Relay Park City 2013 Kate Roberts Special Event	Apr 30, 13	Kimber
	Eastern Summit County			
	13-564	Pineda Appeal Michael Scheaur Appeal 804 R 3200 N HPS-2	Apr 26, 13	Kimber

<u>Department</u>	<u>Description of Updates</u>
Engineering	<p><u>Submitted by Derrick Radke, Engineer:</u></p> <ul style="list-style-type: none"> • 2013 Emergency Preparedness Drill • Subdivision/Site Plan Plat reviews • Traffic Model Update • Eastern Summit County Transportation Master Plan • Snyderville Basin Transportation Plan Update • Travel Demand Model • Echo Henefer Trail • Review of Project at Old US-40 & SR-248 with UDOT & Owner • Special Events Coordination with Planning • Newpark Round-About Bid Contracts • Overlay Project Development Contracts • Seal Coat Project Development Contracts • Summit Park Design Bid Opening • Lower Village Road Advertisement • Quinn’s Solar Project, Review & Rank on the RFP • Residential Permit Activity <ul style="list-style-type: none"> ○ 9 over the counter ○ 30 plans reviewed ○ 17 driveway inspections ○ 19 erosion control inspections ○ 1 code enforcement • Right-of-Way Permit Activity <ul style="list-style-type: none"> ○ 8 new applications ○ 8 site inspection • Development Site Inspections <ul style="list-style-type: none"> ○ 10 Development Site Inspections ○ Various routine inspections
Facilities	
Health Department	<p><u>Submitted by Rich Bullough, Health Department Director:</u></p> <p>Cities Readiness Initiative Review</p> <p>For the past five years, the Summit County Health Department has been a part of the Cities Readiness Initiative. As part of this program, a response plan must be developed to distribute medications to the entire population of Summit County within 48 hours of the decision to do so in response to a large-scale public health emergency, such as a bioterrorism event or infectious disease outbreak.</p> <p>In 2011 our department increased our score from 38/100 to 89/100, which was the highest score in the state. In 2012 we improved on that score and became the first health department in Utah to score a perfect 100/100.</p> <p>In 2012 our score slipped slightly to 97/100. The one area of weakness was documenting training meetings. We intend to improve in that area in 2013.</p> <p>The Health Department is fortunate to have received funding through the CDC to assist in our planning efforts. We are able to provided training, purchase equipment and build an effective</p>

<u>Department</u>	<u>Description of Updates</u>
	<p>response network. The work of the Summit County Health Department staff has been impressive with respect to improving and maintaining our performance in this area.</p> <p>Dental Services Grant</p> <p>The Summit County Health Department received a Primary Health Care Grant for Dental Services for underserved populations in Summit County. This is the fifth year of funding for this competitive grant. We were awarded \$20,000 which is not a lot, but has helped almost 220 citizens of Summit County to receive dental care they would not have received otherwise. People are returning to the dentist for annual check-ups and this is seen as a successful program.</p> <p>The needs assessment conducted by our department last year indicates that dental services remain a significant gap for many in Summit County. We are investigating, with the People’s Health Clinic, the possibility of establishing a permanent clinic with volunteer dentist to help meet these needs.</p>
I.T.	<p><u>Submitted by Ron Boyer, Director of IT</u></p> <p>We successful moved our Eagle Recorder, Assessor, & Treasurer data to the new servers and databases. For the most part, it was a smooth transition. The Surveyor data did require more time and has not been moved yet, but Tyler Support has indicated that the problem has been identified and we can move it at any time.</p> <p>We have received bids back for wireless equipment at the County Fairgrounds. Three bids were received; a decision will be made after review with the County Manager. The line extension from Allwest has been installed and will need to connect and turn on service prior to the equipment going live. The system should be up and running by July 1.</p> <p>GIS is putting together a Request for Proposal for aerial photos of the East Side of Summit County. The Snyderville Basin was photographed last year, whereas the East Side has not been done since 2006. Several buildings have been built in the time. These photos are very helpful for planning, appraisal, and public safety issues. These photos would 12” per pixel. Photos exist from 2011 of the area, but they are 3 meter per pixel, which becomes blurry when used for most of the maps that the county uses.</p> <p>We would like to thank all of the departments that contributed to putting a spotlight on Summit County for County Government month. Jean Thiriot (Motor Vehicle) and Ed Woolstenhulme (IT) did an excellent job of making the county government posters that were displayed in the Courthouse and Richins Building. Dan Compton, Kirsten Nilsson, and Lee Whiting (Library) put together a Government Night Storytime. Representatives from Park City Fire District, Summit County Sheriff, and the Health Department came and read stories and answered questions about what they do for county citizens. We also attempted to make a video of the night, which can be found on Youtube at http://www.youtube.com/watch?v=3jzuID7Wfyo.</p> <p>We have also improved the online job application page for Human Resources. The form is now on a secure site and integrated into the county webpage. Our webmaster has used Adobe FormsCentral to create and manage the applications.</p> <p>We recently lost one of our longtime employees, Wendy Richins, to retirement. Wendy had worked for Summit County for 26 years. She was responsible for imaging and indexing all of the documents such as minutes and ordinances into our document imaging system, Sire, for the past 12 years. We now a big hole to fill in our staff.</p> <p>Support incidents in April 17 – May 1, 125 tickets opened and 127 resolved, and 137 still open.</p>
Justice Court	<p><u>Submitted by Shauna Kerr, Justice Court Judge</u></p>

<u>Department</u>	<u>Description of Updates</u>
Library	<p><u>Submitted by Dan Compton, Library Director:</u></p> <p>New York Times bestselling author C.J. Box will be here next week. He is speaking at North Summit High School on Tuesday, May 7th at 6:30 p.m. We have been planning this event since last year and are very excited it's finally here. His talk is titled "Life and Writing in the Mountain Time Zone." He will sign books afterward and books will be available to purchase from Dolly's Bookstore.</p> <p>The Utah Library Association Annual Conference is on Thursday and Friday in Provo. This year we are sending 13 employees to at least one of the days. This is an excellent networking and educational opportunity we look forward to each year.</p> <p>Corrie Forsling installed a printer for us at the Kimball Junction Branch so we are able to sell County Fair tickets to the Derby and Rodeo. We're not sure yet if it will be utilized, but it is at least an option available to those living on the west side of the County.</p> <p>The Friends of the Library Annual Used Book sale is coming up Memorial Day Weekend. The proceeds of this sale help the Library to fund collections and programs. In fact, the C.J. Box visit is being sponsored by the Friends of the Library. We would not have been able to bring him in without their help.</p>
Mountain Regional Water	<p><u>Submitted by Andy Armstrong:</u></p> <p>Mountain Regional Water is working on and/or completed the following:</p> <p>Operations:</p> <p>Completed Old Ranch Pump Station upgrades. Also removed and replaced an existing pump and motor.</p> <p>Installed new tank chlorinator in Signal Hill Tank.</p> <p>Installed three new check valves in Lost Canyon.</p> <p>Installing new pressure transducer (water level sensor) at Signal Hill pond to maximize pond storage.</p> <p>Installing three new chlorine monitors, Spine Pump Station - Silver Springs meter vault - Crest View Pump Station.</p> <p>Accounting;</p> <p>Completed audit.</p> <p>Currently revenues are ahead of projections and expenses are below projections.</p> <p>CFO, Scott Green, attended procurement seminar to make sure we make necessary changes to meet new procurement criteria set by last state legislature.</p> <p>IT:</p> <p>Finished installing updated Supervisory and Data Acquisition (SCADA) equipment. Currently programming all the new SCADA equipment for all tanks, wells, pump stations and water treatment plant.</p> <p>IT department will be starting City Works Asset management software over the next few months.</p> <p>Administration:</p>

<u>Department</u>	<u>Description of Updates</u>
	<p>Completed first draft impact fee study. Submitted draft to Zions Bank for review.</p> <p>We met with Weber Basin and reviewed the Western Summit County Project Master Agreement (regionalization project).</p> <p>We hosted a meeting with Lost Canyon major users, Park City Water and Promontory Golf, to discuss summer demands. We are trying to stay "off peak" with Lost Canyon pump station runs to minimize power costs. Park City agreed to move the Gilmore irrigation flows to weekends (we have longer off peak run time on the weekends). Promontory agreed to limit peak flows to 650 gpm for Dye course and 850 gpm for Nicklaus course. If everyone sticks with commitments, we may be able to operate off peak through the summer.</p> <p>We reviewed several key facilities with CH2MHill consultants to formulate an asset condition assessment program. The program will consist of condition assessment of key facilities, training operators to assess facilities and developing summary of conditional assessment. We have two goals for the asset condition assessment program, the first is to train operator to properly assess our major assets (the condition of an asset is fundamental to estimating remaining service life of the asset). The second goal is to ensure we are properly funding our repair and replacement reserves.</p>
Park City Fire Service District	<p><u>Submitted by Paul Hewitt, Park City Fire Chief:</u></p> <ul style="list-style-type: none"> ➤ Training update: Night drills involving simulated structure fire, heavy lifting at our rubble pile, and extrication training among others. ➤ May 6-11 PCFD crews will participate in flashover training in Salt Lake Valley with neighboring fire departments. ➤ Chiefs Hewitt and Hales to attend Governor's Public Safety Symposium May 7 and 8 paid for by LEPC grant. ➤ Summit County/Wasatch County Fire District coordination meeting May 9. ➤ EMS appreciation luncheons being hosted by PKMC May 13, 15, and 16. ➤ Park City High School annual Docudrama is scheduled for May 23. This simulated car crash event teaches students of the ills of drinking and driving. ➤ We are updating website and our strategic plan. ➤ PCFD participated in Utah's "Great Shakeout" earthquake drill 4/17. ➤ Peer Fitness Coordinator Pete Emery looking into "Functional Movement Screening". Has been shown to reduce injuries and light duty time by 40-60%. ➤ PCFD Engines and crew were featured in KUED "Preparing for Disaster" movie. Can be viewed at: www.kued.org ➤ Our monthly report will be ready for next manager's report. ➤
Personnel	<p><u>Submitted by Brian Bellamy, Personnel Director:</u></p> <p>Personnel</p> <ol style="list-style-type: none"> 1. Jobs Advertised <ol style="list-style-type: none"> a. Contract Attorney – Closed April 12, 2013 b. Summer Seasonal Employees – Closed April 12, 2013 c. Corrections Officer – Closed April 19, 2013 d. Temp Deputy Treasurer – Closed April 22, 2013 e. Records Imaging Tech – Closes May 3, 2013 f. Part-time Library Clerk – Closes May 17, 2013 g. Deputy Sheriff – Open until filled 2. Applications Received

<u>Department</u>	<u>Description of Updates</u>
	<ul style="list-style-type: none"> a. Contract Attorney – 68 b. Summer Seasonal Employees – 25 c. Corrections Officer – 71 d. Temp Deputy Treasurer – 9 e. Records Imaging Tech – 4 f. Part-time Library Clerk – 12 g. Deputy Sheriff – 75 <p>3. Job Offers Made</p> <ul style="list-style-type: none"> a. Dispatcher – 2 b. Corrections Officer - 1 c. Plans Examiner - 1 <p>4. Filed one new Worker’s Comp claim and one FMLA letter</p> <p>5. Filed three new disability claims</p> <p>6. 1 employee out on Worker’s Comp</p> <p>7. 4 employees on short term disability</p> <p>8. Completed employee surveys for the Federal Government and Standard Insurance, one each</p> <p>9. One new hire orientation</p> <p>10. Established interviews for seasonal employees, senior citizen director and PIO</p> <p>11. On-going emergency management meetings</p> <p>12. Employee performance evaluation reminders sent and made departmental changes in program</p> <p>13. KPCW radio interview regarding leash laws</p> <p>14. Multiple verifications of employment</p> <p>15. Participated in PIO interviews</p> <p>16. Met with multiple department heads and employees regarding employee issues</p> <p>17. Continue to answer public inquiries regarding county employment</p> <p>18. Launched new online application</p> <p>19. Serve county employee’s needs</p> <p>20. Participated in the Shake Out</p> <p>Animal Control</p> <ul style="list-style-type: none"> 1. 9 dogs are in the shelter along with 6 cats <ul style="list-style-type: none"> a. 19 new animals were received by Animal Control b. 2 dogs were transferred c. 2 cats were transferred d. 4 dogs adopted e. 0 cats adopted f. 8 dogs claimed by owner 2. Officers ran 75 details. 3. Continue to work with IT on new computer program 4. Working with Helen Strachan on changes to Animal Control Ordinance
Public Works	
Recorder	<p><u>Submitted by Alan Spriggs, Recorder</u> WE ARE GOING TO ACTIVATE SUMMIT COUNTIES SUBSCRIPTION PROGRAM THIS WEEK.</p>
Treasurer	
Sheriff	<p><u>Submitted by Justin Martinez, Bureau Chief:</u></p>
Snyderville Basin	

<u>Department</u>	<u>Description of Updates</u>
Recreation	
USU Extension	<p data-bbox="326 176 1029 205"><u>Submitted by Sterling Banks, Agricultural/ 4-H Youth Agent:</u></p> <ul data-bbox="370 212 1520 527" style="list-style-type: none"> <li data-bbox="370 212 1520 310">- USU Extension finished this year's 12 week Master Gardener course for 26 homeowners in Summit/Wasatch counties. Each homeowner received over 35 hours of gardening instruction. <li data-bbox="370 317 1520 380">- USU Extension held their monthly cooking instruction class with 15 homemakers in attendance. <li data-bbox="370 386 1520 449">- 2 Summit County 4-H teen youth participated in this year's State 4-H Mock Legislature held at the capitol building in Salt Lake City. <li data-bbox="370 455 1520 527">- Approximately 150 Summit County residents contacted our office during the past two weeks asking for help with gardening, cooking and 4-H related questions.

MANAGER'S REPORT

May 10, 2013

To: Council Members

From: Robert Jasper

<u>Department</u>	<u>Description of Updates</u>
Administration	<p><u>Submitted by Robert Jasper, County Manager:</u> Documents and transactions are listed on the Manager Approval list dated 5/09/13, posted on the website at: http://www.summitcounty.org/manager/index.php</p> <p>County Manager Executive Order 2013-01 regarding standards and requirements for Special Events within Summit County. The Executive Order simplifies, and better coordinates, the fee collection for Special Event Permits</p>
Auditor	<p><u>Submitted by JaNae Blonquist, Chief Deputy Auditor:</u></p>
Assessor	<p><u>Submitted by Steve Martin, Assessor:</u></p>
Attorney	
Clerk	
Community Development	<p><u>Submitted by Patrick Putt, Interim Community Development Director:</u></p> <p>Snyderville Basin</p> <ul style="list-style-type: none">• On May 7, 2013, the Snyderville Basin Planning Commission General Plan Subcommittee met to take public input on the following neighborhood plans:<ul style="list-style-type: none">○ West Mountain○ Canyons○ Olympic Park○ Jeremy/Pinebrook○ Summit○ Central Basin○ North Mountain <p>Following the public input and discussion, the Commission closed the public hearing on these plan areas. A public hearing on the Kimball Junction, Rasmussen/Bitner Road, and Silver Creek neighborhood plans is scheduled for May 14th.</p> <ul style="list-style-type: none">• Staff has completed its draft of the Greater Park City Area Compact Planning Principles. Our draft principles will be delivered to the City Staff on May 10th. Representatives from the County and City Planning Staffs are scheduled to meet to create a final draft of principles. It is anticipated that the final document will be forwarded to Planning Commissions for review and comment in June. <p>Eastern Summit County</p> <ul style="list-style-type: none">• The appeal of the April 24, 2013 Eastern Summit County Planning Commission approval regarding the Pineda barn/riding facility Conditional Use Permit has been withdrawn.

<u>Department</u>	<u>Description of Updates</u>		
	<ul style="list-style-type: none"> The Eastern Summit County General Plan update is scheduled for additional work and deliberation at the May 9nd Planning Commission Subcommittee meeting. A preliminary draft of the Land Use Chapter will be discussed. The department received 27 new building applications and 12 new planning applications this past week as follows: 		
	New Building Applications Submitted May 1 – May 8, 2013 Snyderville Basin		
	Project #	Project Name	Submittal Date
	13-968	Eagle Eye Construction Demolition / bathroom 6006 N Fairview Dr., Park City, UT	May 01, 13
	13-970	Joan Astle Deck Rebuild 2185 Red Pine Rd., Park City, UT	May 01, 13
	13-972	Michael Grenney Addition 5177 N Heather Lane., Park City, UT	May 02, 13
	13-973	New Star Contracting Resturant Remodel 2100 Frostwood Blvd., Park City, UT	May 02, 13
	13-974	F Stanley Nielsen Repairs / Flood Damage 1635 W Village Round #1, Park City, UT	May 02, 13
	13-976	Park City Construction Retaining Wall 230 Parkview Dr., Park City, UT	May 02, 13
	13-978	Aloha Construction Furnace Replacement 3374 W Homestead Rd., Park City, UT	May 03, 13
	13-978	Stephen Johnstone Loft 1076 Old Stone House Way., Park City, UT	May 03, 13
	13-981	Bonnie Christiansen - TEST Photovoltaic Online test	May 06, 13

<u>Department</u>	<u>Description of Updates</u>		
	13-982	Ann Futch Single Family Dwelling 3564 Quarry Mountain Ranch, Park City, UT	May 06, 13
	13-983	Alyssa McNulty Basement Finish 150 Crestview Dr., Park City, UT	May 06, 13
	13-984	David Mendenhall Bathroom Remodel 7481 Brook Hollow Loop., Park City, UT	May 07, 13
	13-986	Gary Lawton Remodeling Convert Garage into a bedroom 7749 Whileaway Rd., Park City, UT	May 08, 13
	13-987	Gary Lawton Remodeling Bathroom Remodel 145 Woodland Pl., Park City, UT	May 08, 13
	13-988	Sugar Plum Resorts Single Family Dwelling 8035 Glenwild Dr., Park City, UT	May 08, 13
	13-989	WITHDRAWN	
	13-990	James Hulse Single Family Dwelling 7320 N Sage Meadow Rd., Park City, UT	May 08, 13
	13-991	New Look Siding Vinyl Siding and Facia 3891 Last Stand Dr., Park City, UT	May 08, 13
	13-992	JB Management Deck 8534 South Ridge Dr., Park City, UT	May 08, 13
	13-993	Ken Moher A/C Replacement 7851 Engen Loop., Park City, UT	May 08, 13
	13-994	BJ Ryan Tenant Finish / Eatery 6400 Newpark Blvd #E-3	May 08, 13

<u>Department</u>	<u>Description of Updates</u>		
	13-995	F. Miller Basement Finish 4189 Willow Draw #203., Park City, UT	May 08, 13
	Eastern Summit County Building Permits May 1 – May 8, 2013		
	13-969	Don Beddia / Petersen Kilbourn Const. Storage Barn/Garage 147 Sky Lane, Marion, UT	May 01, 13
	13-971	Toby Kershaw Temporary Power 871 S West Hoytsville Rd., Coalville, UT	May 01, 13
	13-975	Batt Electric Meter Change-out 970 S West Hoytsville Rd., Coalville, UT	May 02, 13
	13-979	Grant Hacking Cabin Addition 4706 Bear Lane, Uintalands, UT	May 03, 13
	13-980	Fernando Ramirez Modular Home 4733 Browns Canyon, Peoa, UT	May 03, 13
	13-985	Roger Jorgensen Electric Meter / RV Pad 4878 Woodenshoe Lane, Peoa, UT	May 08, 13

Department	<u>Description of Updates</u>																							
	New Planning Applications Submitted May 1 – May 8, 2013 Snyderville Basin																							
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MEMORANDUM

DATE: May 9, 2013
TO: Summit County Council
FROM: Rich Bullough
RE: County Health Rankings Report

Rich Bullough will present findings from *A Healthier Nations County Health Rankings* report for 2013 (conducted by the Robert Wood Johnson Foundation and the University of Wisconsin). Overall, Summit County is ranked as the 5th healthiest in Utah (based on the criteria of this particular study). Summit County was ranked best in Utah in many single health measures.

Health Outcomes - Overall Rank

Rank	County
1	Morgan (MO)
2	Cache (CA)
3	Utah (UT)
4	Wasatch (WA)
5	Summit (SU)
6	Davis (DV)
7	Wayne (WY)
8	Washington (WS)
9	Box Elder (BE)
10	Millard (MI)
11	Salt Lake (SL)
12	Garfield (GA)
13	Iron (IR)
14	San Juan (SJ)
15	Sanpete (SA)
16	Beaver (BV)
17	Tooele (TO)
18	Weber (WE)
19	Kane (KA)
20	Piute (PI)
21	Grand (GR)
22	Emery (EM)
23	Juab (JU)
24	Uintah (UI)
25	Duchesne (DU)
26	Sevier (SE)
27	Carbon (CR)
NR	Daggett (DA)
NR	Rich (RI)



**County Health
Rankings & Roadmaps**
A Healthier Nation, County by County

Summit (SU)

	Summit County	Error Margin	Utah	National Benchmark*	Rank (of 27)
Health Outcomes					5
Mortality	4,641	3,780-5,503	5,869	5,317	3
Morbidity					13
Poor or fair health	10%	8-12%	13%	10%	
Poor physical health days	2.5	2.1-2.8	3.4	2.6	
Poor mental health days	2.3	1.9-2.6	3.2	2.3	
Low birthweight	8.8%	7.9-9.7%	6.8%	6.0%	
Health Factors					1
Health Behaviors					1
Adult smoking	8%	7-10%	10%	13%	
Adult obesity	16%	14-18%	25%	25%	
Physical inactivity	13%	11-15%	18%	21%	
Excessive drinking	19%	17-21%	9%	7%	
Motor vehicle crash death rate	13	9-19	11	10	
Sexually transmitted infections	176		242	92	
Teen birth rate	25	22-28	32	21	
Clinical Care					1
Uninsured	16%	14-18%	17%	11%	
Primary care physicians**	961:1		1,795:1	1,067:1	
Dentists**	2,156:1		1,572:1	1,516:1	
Preventable hospital stays	31	23-40	37	47	
Diabetic screening	88%	70-100%	84%	90%	
Mammography screening	68%	54-81%	61%	73%	
Social & Economic Factors					3
High school graduation**	90%		76%	76%	
Some college	69%	63-75%	67%	70%	
Unemployment	6.1%		6.7%	5.0%	
Children in poverty	12%	8-16%	16%	14%	
Inadequate social support	14%	12-16%	15%	14%	
Children in single-parent households	13%	9-18%	18%	20%	
Violent crime rate	90		217	66	
Physical Environment					3
Daily fine particulate matter	8.7	8.6-8.8	9.4	8.8	

	County	Margin	Utah	Benchmark*	(of 27)
Access to recreational facilities	19		7	16	
Limited access to healthy foods**	4%		5%	1%	
Fast food restaurants	30%		59%	27%	

* 90th percentile, i.e., only 10% are better.

** Data should not be compared with prior years due to changes in definition.
 Note: Blank values reflect unreliable or missing data

2013

Summit (SU)

	Summit County	Utah
Demographics		
Population		
% below 18 years of age	37,594 27%	2,817,222 31%
% 65 and older	8%	9%
% Non-Hispanic African American	0%	1%
% American Indian and Alaskan Native	1%	1%
% Asian	1%	2%
% Native Hawaiian/Other Pacific Islander	0%	1%
% Hispanic	12%	13%
% Non-Hispanic white	85%	80%
% not proficient in English	4%	3%
% Females	49%	50%
% Rural	39%	9%
Health Outcomes		
Diabetes	4%	7%
HIV prevalence rate	77	108
Premature age-adjusted mortality	190	287
Infant mortality	438	521
Child mortality	40	53
Health Care		
Mental health providers	1,827:1	2,994:1
Health care costs	\$8,091	\$8,710
Uninsured adults	18%	20%
Uninsured children	12%	11%
Could not see doctor due to cost	11%	13%
Social & Economic Factors		
Median household income	\$85,221	\$55,802
High housing costs	34%	33%
Children eligible for free lunch	18%	31%
Homicide rate		2
Physical Environment		
Commuting alone	73%	76%
Access to parks	8%	54%

* Data supplied on behalf of state

Note: Blank values reflect unreliable or missing data

Dear Colleagues:

As you may be aware, staff reductions have provoked myriad service-level assessments throughout the Sheriff's Office. Alarm response is one of the services we evaluated recently. Policy decisions concerning such matters are made at my discretion; however, if ordinances are required, that would need to be approved by the Council. At present, the Sheriff's Office is responding to all incoming alarms. If service demands for mission-critical functions continue, and no additional FTE's are provided, we will be drastically altering the alarm-response policy come FY2014. Mr. Jasper asked that I provide you some talking points relative to alarm response.

The Issue:

- The Sheriff's Office responded to roughly 2,000 alarms in FY2012 (99% were false alarms)
- Service demands have increased 75% since 2008
- Sheriff's Office staff has been reduced by five (5) sworn deputies since 2009
- My administrative staff has been reduced; repeated requests for additional administrative staff have not been granted
- There has been no incentive for alarm companies to alter antiquated policies

The Remedies:

- ***Restore Sheriff's Office FTE's to appropriate levels***
- Explore the possibility of altering our alarm-response policy
- Consider an ordinance requiring payment(s) for false alarms
- Work with alarm companies more collaboratively

Simply charging for alarm response will not be enough. Insufficient staffing is rapidly compromising my ability to respond to any non-criminal calls for service—regardless of monetary compensation.



Sheriff David A. Edmunds
Summit County Sheriff's Office
6300 Justice Center Drive
Park City, Utah 84098
www.summitcountysheriff.org
Office 435.615.3510 Cell 435.640.8117
Fax 435.615.3523

PROGRAM AND FUNDING AGREEMENT

Access Wasatch Phase I (Or Wasatch Summit or whatever we call it.)

This Interlocal Agreement (“Agreement”) is entered into this ____ day of _____, 2013 by and among the Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), Salt Lake City (“SLC”), City of Sandy (“Sandy”), City of Cottonwood Heights (“Cottonwood Heights”), Town of Alta (“Alta”), Park City Municipal Corporation (“Park City”), Salt Lake County (“Salt Lake County”), Summit County (“Summit County”), and the ~~Wasatch Front Regional Council (“WFRC”)~~. Each is individually referred to as a “Party” and collectively as the “Parties”.

Comment [JC1]: Add other or delete any parties?

RECITALS

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, ~~researching~~, ~~designing~~, ~~constructing~~, ~~maintaining~~, ~~en~~ancee, ~~securing~~ty, and ~~safe~~guardingty of state transportation systems, and implementing the transportation policies of the state; and,

WHEREAS, UTA is a public transit district organized pursuant to Utah law, and provides transit services in and around ~~Salt Lake County~~the Wasatch Front; and,

WHEREAS, SLC, Sandy, Cottonwood Heights, Alta and Park City are Utah municipal corporations; and,

WHEREAS, Salt Lake County and Summit County are political subdivisions of the State of Utah; and,

WHEREAS, WFRC is a Metropolitan Planning Organization established pursuant to State and Federal Law; and,

WHEREAS, increasing uses of the Wasatch Mountains, population growth, vehicular traffic, economic and development pressures, and potential climate change impacts are combining in a way that are increasingly difficult to manage and the Wasatch Mountains are in danger of being “loved to death,” threatening the economy, water, environment, and quality of life for more than a million residents and visitors; and,

WHEREAS, transportation issues associated with recreational access in the Wasatch Mountains are among the more noticeable problems, and solving transportation problems is a high priority for the public, largely due to safety, quality of life, and environmental concerns; and,

WHEREAS, previous studies have been conducted that support this work, including the recent Wasatch Canyons Tomorrow and the Mountain Transportation sStudies; and,

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts and conduct a comprehensive and holistic, regional, longer term review of transportation solutions in the Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities (“Program”); and,

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WHEREAS, the Program will be conducted in accordance with Federal Transit Authority National Environmental Policy Act procedures for Notice of Early Scoping; and,

WHEREAS, the final work deliverables and general agreement on the major decisions in the Program will be in accordance with the Deliverables and Decisions shown in Exhibit A hereto; and,

WHEREAS, each of the Parties will pledge funds or in-kind contributions, as more particularly set forth herein, for the Program.

AGREEMENT

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

1. PROGRAM DEFINED. The term Program, as used in this Agreement, is as described in the recitals, above.
2. EXECUTIVE COMMITTEE. An Executive Committee is established to be the consensus-based governing body of the Program. Each Party may appoint one person to be a member of the Executive Committee. The Parties may invite third parties to serve on the Executive Committee at their discretion. The Executive Committee shall appoint a Stakeholder Advisory Committee to participate in the Program and advise the Executive Committee on all aspects of the Program. The Executive Committee shall meet at least quarterly, and may meet more frequently, as agreed upon by a majority of the Executive Committee. ~~The Executive Committee may elect a Chairperson.~~
3. STEERING COMMITTEE. A Steering Committee is established to be the managing body of the Program. The Steering Committee shall manage the Program at the direction of the Executive Committee. The Steering Committee may invite third parties to serve on the Steering Committee upon approval of the Executive Committee. The Steering Committee shall meet at least monthly, and may meet more frequently, as agreed upon by a majority of the Steering Committee.
4. PROGRAM MANAGER. The Parties agree to establish a Program Manager position to manage and administer all aspects of the Program at the direction of the Executive

Committee. The Program Manager shall work under contract as described in Paragraph 8 and generally shall be responsible for the day to day management of the Program in coordination with the Steering Committee. The Steering Committee shall prepare and finalize a Scope of Work for the Program Manager, which shall be approved by the Executive Committee. The Program Manager shall be selected in accordance with Paragraph 9.

Comment [DT2]: Paragraph 8 does not describe the contract. It merely sets up the internal holding account. Is there a paragraph that should be added to discuss the program manager contract?

5. TECHNICAL CONSULTANT/PROJECT MANAGER. The Parties agree to engage ~~a technical consultants, as needed, to deliver the work products required to meet the Decisions and Deliverables shown in Exhibit A, which shall act as Project Manager.~~The technical consultants shall work in collaboration with the Program Manager, and under the direction of the Steering Committee. The technical consultants shall work under contract as described in Paragraph 8 and generally shall be responsible for the technical aspects of the Program. The Steering Committee shall prepare and finalize a Scope of Work for the technical consultants. The technicals consultant shall be selected in accordance with Paragraph 9.

Comment [DT3]: Same issue as in Paragraph 4.

6. TERM. The term of this Agreement shall be for two (2) years, unless otherwise agreed to by the Parties in accordance with Paragraph 11. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.

7. FUNDING. The amounts for funding allocated over a two year period by the Parties for the Program are listed below.

<u>State of Utah (issued through UDOT)</u> Utah Department of Transportation ...	\$	2,500,000.00
Utah Transit Authority	\$	200,000.00
Salt Lake City	\$	200,000.00
City of Sandy	\$	100,000.00
City of Cottonwood Heights	\$	50,000.00
Town of Alta	\$	5025,000.00
Park City Municipal Corporation.....	\$	100,000.00
Salt Lake County.....	\$	200,000.00
Summit County	\$	100,000.00
Wasatch Front Regional Council
	In kind	

Comment [JC4]: Many entities will contribute in kind services.

Funding will be due as follows: for each of the monetary contributions, one-half (50%) of each Party's contribution will be due and payable on or before August 1, 2013; and one-half (50%) of each Party's contribution will be due and payable on or before August 1, 2014, as each Party's duly-approved budgets allow. The funds shall be deposited in the UTA internal holding account described in Paragraph 8 and shall be used solely for the purposes of the Program, as directed by the Executive Committee.

WFRC's in-kind contribution shall be completed in full cooperation and coordination with the Program Manager.

~~If the Executive Committee determines the Program should be discontinued, any funds remaining in the internal holding account described in Paragraph 8 shall be refunded to each Party or contributor *pro rata*.~~

Comment [JC5]: See new paragraph 14.

8. HOLDING ACCOUNT. All funds allocated by the Parties for the Program will be deposited in an internal holding account, which UTA shall create and manage solely for the purposes of the Program pursuant to this Agreement and any further agreement of the Parties. The UTA internal holding account may receive funds from third party contributors, as approved by the Executive Committee, and in accordance with UTA authorities. The UTA agrees to make all financial records associated with the internal holding account available to any Party or third party contributor upon request. The UTA internal holding account may be audited at the request of any Party or third party contributor at their expense.
9. CONTRACTOR SELECTION AND ADMINISTRATION. UTA, as administrator of the internal holding account described in Paragraph 8, shall be responsible for administration of the Program contracts described in Paragraphs 4 and 5, or additional contracts as authorized by the Executive Committee. UTA shall issue requests for proposals and administer Program contracts in accordance with its authorities. The Executive Committee shall appoint seven (7) members of the Steering Committee representing diverse interests to participate on the evaluation and selection committees for any Program contracts. UTA shall coordinate with the Steering Committee, or the Program Manager as authorized by the Steering Committee, in such matters as issuing Notices to Proceed, change orders, accepting the work products of the Technical Consultants and similar items.
10. COORDINATION AND INFORMATION SHARING. ~~All The Parties to this Agreement~~ agree to keep each other timely informed of substantive independent communications and activities related to the Program. The Program Manager may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Manager. The Parties agree to make available to the Program relevant and useful information procured or maintained in the ordinary course of a Party's business.
11. CHANGES TO AGREEMENT. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof.
12. RECORDS. The Parties understand that maintenance and disclosure of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act and applicable Federal law. The records of the Program shall be maintained by the Program Manager and the technical consultants in accordance with their respective Scopes of Work.

~~13.~~ TERMINATION OF WITHDRAWAL FROM AGREEMENT. Any Party may withdraw from participation in the Program, by giving written notice of such termination to all other Parties and specifying the effective date thereof. Any Party or Parties withdrawing from participation hereunder are nevertheless responsible for meeting their financial obligations as described in this Agreement, and shall not be entitled to any refund or return of funds provided in accordance herewith.

Comment [DT6]: Does this apply if a Party withdraws before their payment is due?

~~13.~~ 14. TERMINATION OF THE AGREEMENT. If the Executive Committee determines the Program should be discontinued, any funds remaining in the internal holding account described in Paragraph 8 shall be refunded to each Party or contributor pro rata

Comment [JC7]: Can we use up the State portion first? Then pro rata after that?

~~14.~~ 15. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

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

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

(d) Except as otherwise specifically provided herein, and in addition to the funding obligation of Paragraph 7, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

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

~~15.~~ 16. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

~~16.~~ 17. IN WITNESS WHEREOF, the above-identified Parties have entered into this Agreement effective the date first set forth herein.

UTAH DEPARTMENT OF
TRANSPORTATION

SALT LAKE COUNTY

Ben McAdams, Mayor

Approved as to Form

Approved as to Form

UTAH TRANSIT AUTHORITY

SUMMIT COUNTY

Michael Allegra, General Manager

Claudia McMullin, Council Chair

Approved as to Form

Approved as to Form

SALT LAKE CITY

CITY OF COTTONWOOD HEIGHTS

Ralph Becker, Mayor

Kelvyn Cullimore, Mayor

Approved as to Form

Approved as to Form

CITY OF SANDY

PARK CITY MUNICIPAL CORPORATION

Tom Dolan, Mayor

Dana Williams, Mayor

Approved as to Form

Approved as to Form

TOWN OF ALTA

Tom Pollard, Mayor

Approved as to Form

WASATCH FRONT REGIONAL COUNCIL

Andrew Gruber, Executive Director

Comment [JC8]: If remains a party to this ILA.

DRAFT

EXHIBIT A

SCOPE OF WORK
Phase 1 Decisions and Deliverables

The outcome of Phase 1 is the project Purpose and Need, and general consensus on the following overarching decisions:

<u>Project Element</u>	<u>Phase 1 Decisions and Deliverables</u>
<u>Transit</u>	<u>Mode, general alignment, termini, construction phasing, preliminary cost</u>
<u>Roadway</u>	<u>Enhanced roadway changes, preliminary cost</u>
<u>Municipal watershed; source water protection</u>	<u>Land and environmental protection in municipal watersheds, costs associated with conservation easements, land/stream/forest restoration, mitigation, and source water protection</u>
<u>Land Use</u>	<u>Concept-level land use for jurisdictional master plans, wilderness considerations, ski resort considerations, conservation easement considerations</u>
<u>Federal Lands</u>	<u>Concept plan, identification of any necessary Plan Amendments</u>
<u>Economics & Funding</u>	<u>Financial costs and benefits to regions and state. Funding sources, mechanisms, income stream.</u>

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, APRIL 10, 2013
COUNCIL CHAMBERS
COALVILLE, UTAH

PRESENT:

Claudia McMullin, *Council Chair*
Chris Robinson, *Council Vice Chair*
Roger Armstrong, *Council Member*
Kim Carson, *Council Member*
David Ure, *Council Member*

Robert Jasper, *Manager*
Anita Lewis, *Assistant Manager*
David Brickey, *Attorney*
Karen McLaws, *Secretary*

CLOSED SESSION

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

The Summit County Council met in closed session from 2:05 p.m. to 3:10 p.m. for the purpose of discussing property acquisition. Those in attendance were:

Claudia McMullin, *Council Chair*
Chris Robinson, *Council Vice Chair*
Roger Armstrong, *Council Member*
Kim Carson, *Council Member*
David Ure, *Council Member*

Robert Jasper, *Manager*
Anita Lewis, *Assistant Manager*
David Brickey, *Attorney*

Council Member Robinson made a motion to dismiss from closed session to discuss litigation and to convene in closed session to continue deliberation on the Silver Moose Bed and Breakfast appeal. The motion was seconded by Council Member Armstrong and passed unanimously, 5 to 0.

The Summit County Council met in closed session from 3:10 p.m. to 3:30 p.m. for the purpose of deliberating a quasi-judicial matter. Those in attendance were:

Claudia McMullin, *Council Chair*
Chris Robinson, *Council Vice Chair*
Roger Armstrong, *Council Member*
Kim Carson, *Council Member*
David Ure, *Council Member*

Robert Jasper, *Manager*
Anita Lewis, *Assistant Manager*
David Brickey, *Attorney*

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

WORK SESSION

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

- **Discussion and preparation for Joint Visioning meeting with Park City on April 30**

County Manager Bob Jasper stated that he understands Park City hired a consultant who indicated that the whole region will experience tremendous growth pressure and suggested that the City could try to control that by annexation or by intergovernmental agreements. Mr. Jasper believed the issue is how the City and the County can work together to manage growth and how the City thinks growth on the east side of Highway 40 should be managed. What to do with the triangle parcel may also be an issue for discussion. Other issues include how to assure adequate water supplies and what the highway system should look like. He explained that both the City and the County also have an interest in affordable housing. He believed the meeting would center around growth and infrastructure issues and how to work together on them.

Chair McMullin asked what the Council should be prepared to discuss and whether they should have an opinion on what should happen on the east side of Highway 40 when they go the meeting. Mr. Jasper replied that they may want to go to the meeting with an idea of what they would like to see happen on Highway 40.

Council Member Ure asked if the school districts should be involved. Mr. Jasper replied that they should eventually, but not at this stage.

Council Member Robinson suggested that they discuss open space, wildlife, how to deal with the commonly owned property, responsible development on the east side of Highway 40, preserving viewsheds, a potential receiving area without it becoming a magnet for development, and transportation infrastructure for that area.

Council Member Armstrong suggested that they start with the County's mission statement and how it dovetails with their interaction with Park City. He noted for the press that the Council talked about and is focused on economic diversity, not economic development. At some point that concept changed to economic development, but he felt it was important to focus on economic diversity. For example, if the west side of the County is primarily a resort economy, they should consider other significant economic drivers in the event the resort economy falters. Chair McMullin commented that on the east side of the County, economic development is probably the right term, but on the west side, it is economic diversity. She noted that the majority of the remaining development area on the west side of the County is vested for commercial density, and they need to decide what they want that to look like and start to make that decision now. She believed there would be a growth spurt soon, and the County will not be prepared unless they plan what is already vested. Council Member Armstrong explained that they need to manage growth and attract the kinds of jobs and businesses that will have a low impact on the community and provide good jobs. Council Member Carson felt it would be important to share that with the City.

Mr. Jasper noted that, in his letter to the Council, Carl Neu suggested they select the top three issues they would like to discuss, and one would be economic diversity. The Council Members agreed that environmental issues would be the second big concern. They also agreed that traffic is an important issue. Council Member Robinson felt it would be important to include open

space. If they discuss the issue of managing growth, that should include open space. Chair McMullin stated that managing growth is too large a topic and would include everything they have already discussed.

Snyderville Basin Planning Commissioner Chuck Klingenstein provided input on some things the Snyderville Basin Planning Commission has been discussing and expressed his personal opinion about what he would like to see discussed.

Interim Community Development Director Patrick Putt commented that completion of the City's General Plan would provide a good opportunity for the City to give a succinct overview on April 30 of what that aims to achieve. He explained that document will set up expectations on the City's side. How the County plans will depend on availability of resources and an understanding of the population base they intend to serve. He stated that he would hate to see the Council adopt a long-term strategy that would achieve a population base they are not willing to or cannot accept. He was not aware of any old, entitled development that does not come in later to propose something different, and there may be opportunities to explore what do-overs would look like and how they could benefit longer-range strategies. He stated that he would like to share that information with the City and the County so they could explore it.

- **Discussion of the Eastern Summit County General Plan update process; Claudia McMullin**

Sean Wharton, Chair of the Eastern Summit County Planning Commission, reported that the Commission received word from the Council that they wanted them to work on the General Plan before working on the Development Code. They formed a subcommittee to look at that, and they would like guidance from the Council as to what they would like to see updated in the General Plan. He recalled that the General Plan was last changed in 2010, and he has found some minor revisions that need to be made and some general terms that need to be defined.

Planning Commissioner Mike Brown recalled that the Planning Commission reworked the General Plan three years ago, and they have moved on. Chair McMullin asked if that reflects the current situation on the eastern side of the County. Commissioner Wharton replied that it does. Chair McMullin asked if they have considered a forward-looking General Plan and what they would like things to look like in the next 5 to 10 years. Commissioner Brown replied that is what they did, and they want to work on the Code so it reflects what was approved in the General Plan.

County Planner Jennifer Strader clarified that the last General Plan was adopted in 1996. She confirmed that the Planning Commission went through the General Plan and discussed it, only the mission statement was actually adopted and updated in 2010. County Planner Kimber Gabryszak explained that there are three chapters in the General Plan that have not been reviewed since 1996. Chair McMullin asked if the Commission feels those three chapters need to be reviewed. Planning Commissioner Tonja Hanson replied that they absolutely do.

Council Member Armstrong stated that the comments he has heard from people in Eastern Summit County are all over the place as far as what they want to see regarding agriculture, growth, and economic development. He asked how the Planning Commission reconciles that and finds a consensus of what the citizens want.

Planning Commissioner Doug Clyde commented that the problem with general plans is how they are perceived by the public, not necessarily what the document says. He stated that every development proposal is not expected to meet every wish in the General Plan, and general plans are acknowledged by the courts to include contradictions and that there will never be complete compliance with the General Plan. The Commission made it clear to the public that this is an advisory document, and they cannot hold the Planning Commission hostage over a few words. He stated that the General Plan is all right, although they need to address ranchettes, but the Development Code is an absolute mess. It is missing essential definitions, and there are definitions that have no tie to anything else in the Code. He stated that they do not have the tools they need to work with.

Mr. Jasper stated that he hoped they would finish the General Plan and then write the Code, because the General Plan is where they describe their goals and vision and what they want the future to look like.

Commissioner Brown commented that the Planning Commission is currently trying to process a major subdivision, which they have never done before, and they do not have the tools to do it, because the Code is so bad.

Council Member Carson asked how long it would take to revise the General Plan. Planner Gabryszak commented that it could take longer than the Planning Commission thinks it might to add some things that need to be included and get through the public process. Council Member Carson asked if the General Plan and Code could be done in tandem. Director Putt stated that he believed they have the resources and expertise to do that. He commented that they should be fine tuning both documents each year by looking back over the year to see what problems may be occurring and fix the documents accordingly.

Council Member Armstrong confirmed with Director Putt that they would finish the General Plan, do a band-aid approach to the Development Code, and then finish the Development Code process and asked how long that would take. Commissioner Clyde stated that he believed the entire process would take at least a year.

Commissioner Brown stated that he hoped the Council would not tie the Planning Commission's hands in trying to move forward, which is something the Planning Commission has struggled to do in the past. He believed they have people in place who can work on both documents.

Council Member Carson asked if the Planning Commissioners believe they have received enough feedback from the municipalities to guide what they want in the General Plan and Code. Commissioner Clyde stated that he believed the information from the meetings with the municipalities was comprehensive and that their position was understandable, even though they may not agree on everything. One reason he did not think they could finish up the General Plan in six months was because they have to please four municipalities.

Director Putt clarified that this summer they need to get the necessary clarifications of the objective and vision in the General Plan and along with that, the critical changes in the Development Code to make better fact-based decisions. He stated that it is fundamental that they get that immediately, or the Planning Commission will continue to send decisions to the County Council that will frustrate them. Then they can continue to rework both documents constantly.

Council Member Armstrong stated that he wants to see a finished General Plan that reflects the vision for the east side of the County. In the meantime, they can work on the defects in the Development Code, but he did not want the work on the General Plan to stop.

Commissioner Wharton stated that they have both subcommittees working and will do that as they move forward. He stated one problem is that the zoning is so messed up, and in their vision, they need to start calling things what they really are and create zones for them to fit in. Chair McMullin asked if those are called out in the General Plan. Commissioner Wharton replied that they are not, but they need to decide which way they are going on the General Plan before they can do that. Chair McMullin explained that any changes to zoning would depend on what is in the General Plan. She explained that they cannot change zoning and then change the General Plan; they have to change the General Plan first.

Council Member Robinson stated that his understanding of what is to be done by this summer has nothing to do with rezoning. It is too bring the General Plan up to date and bring the Code to a basic level so they have the tools to work with to process applications. Beyond that, they will have a more expansive General Plan rewrite along with recommendations on zoning changes, but that will take much longer.

Commissioner Brown stated that he believed a few simple changes would improve the Development Code and that they are turning this into a bigger issue than it really is. He believed the Council would be surprised at what they would have finished by this summer.

Council Member Ure requested that the Planning Commission work together as a team with Staff. Chair McMullin confirmed that the Council has great confidence in Staff.

Commissioner Wharton referred to the issue of the Highway Corridor Zone and explained that there has been a lot of concern about the Highway Corridor. Commissioner Brown made a motion to hold a public hearing on the Highway Corridor Zone, and Commissioner Wharton stated that he would like to hear from the people to get a better vision of how they want to proceed. Chair McMullin explained that should be driven by the General Plan rewrite. She stated that they should not target one zone situation and try to hold a public hearing on it while trying to update the General Plan and Development Code. Commissioner Wharton replied that they need to work with property owners to determine what they want in order to develop a General Plan. Chair McMullin clarified that they need to find out what people want in general, not just what people want to do about the Highway Corridor Zone. They should not skip over the proper process and just throw in a public hearing about a special topic. She suggested that they let the subcommittee work that out and determine when the appropriate time would be to address that issue, and the subcommittee is nowhere near ready to do that yet. Commissioner Hansen explained that there are a number of ways to obtain public opinion, such as surveys, mailings, e-mails, etc., rather than just holding a public hearing.

Commissioner Brown confirmed that he made the motion to hold the public hearing. Chair McMullin explained that was a legislative act at the Planning Commission level without any input from the County Council, and the Council does not agree with it. She stated that they do not want to detract Staff in the middle of a General Plan and Development Code update to work on a Highway Corridor Zone motion made by Commissioner Brown and three other Planning Commissioners that the Council does not agree with. She asked the Planning Commission to focus on what they are supposed to be doing and deal with the Highway Corridor Zone at the time it should be addressed. Commissioner Brown stated that he made the motion to help three

current Council Members keep the promise they made to the public seven years ago when they ran for office. He stated that Council Members McMullin, Robinson, and Ure attended the meetings and promised a formal public hearing for citizens to share their concerns about the Highway Corridor rezone that took place in 2004. He has tried for four years to create a formal setting where the public could come in and not be under a gag order during the first five minutes of the meeting when they can make public comment for items not on the agenda and share their frustrations and concerns, which will help the Planning Commission as they deal with the General Plan and Development Code rewrites. He stated that they have never created a formal opportunity to let people come in and share their concerns, and that is one reason he made the motion. He tried four times and was never told by the Legal Department that he was making an illegal motion, and they were not told they did anything wrong when they got the four votes. He stated that this issue is a big cancer in the community that, and if they can get rid of it, he believed they could move forward faster. He believed they would be able to gather a lot of information during those hearings. Chair McMullin emphasized that the legislative body does not agree with the manner in which Commissioner Brown is doing this.

Commissioner Clyde explained that the dissenters have never discussed why they voted against the motion, but he felt it was displaced in time and would have been best dealt with once a review of the General Plan and Development Code is in place. He did not think it makes sense while they are revising these two documents to preempt the process by rezoning a lot of property, which seems incompatible with the necessary and orderly rewrite of the General Plan and Development Code. He agreed that they should not rezone something in advance of determining what the General Plan says about where the zones should be applied. He explained that those who supported the motion do not seem to view this as new zoning but rather as putting back in place what was previously zoned, or undoing an error. He is not a judge, and the only thing he can do is apply the Code, and this does not help him do that.

Commissioner Wharton stated that wants to take problems head-on and does not want hearsay about what “all the people” are saying, so he wanted to hear from the people. Chair McMullin explained that they should hear from the people in the order in which they should hear from the people in the context of the General Plan rewrite, not in a one-off situation. Commissioner Wharton asked how the Council wants the Planning Commission to engage the public and find out what they want their new General Plan to look like. Director Putt explained that they do that in a public hearing format once there is something for the public to react to. Chair McMullin explained that it is all hearsay until they have a public hearing, and they hold the public hearing in the time frame they should have the public hearing.

Council Member Carson explained that when the Snyderville Basin Planning Commission started their process, they started with visioning. What she gathered was that the Eastern Summit County Planning Commission started by talking to the municipalities, and maybe they need to start at square one and do something like that with the different neighborhoods. Commissioner Wharton explained that they did hold meetings with the municipalities, and they got input from some citizens in those areas. Chair McMullin re-emphasized that they need to get input in the context of rewriting the General Plan, not hold a public hearing on rezoning, which is the last thing that should be done after the General Plan and Code have been adopted.

Council Member Armstrong explained that just rolling back zoning to the previous zoning is probably not the best solution. This is such a major issue that they need to incorporate it into the overall plan. If they just roll it back, they would then have to regroup when they start putting the other pieces in place. He explained that it does not make sense to enact something now as a

matter of expediency that they will have to address in a broader context in the next six to eight months. Commissioner Brown stated that one reason to roll it back is that it was spot zoning. There are property rights along the road that are one to one, and on the same highway, suddenly it jumps to one to 40. He believed they need to roll it back so they can compare apples to apples, and he believed rolling it back would help them move forward better. Council Member Armstrong expressed concern, looking at it as an attorney, that they would switch it one way and then have to make another change a few months later, and someone will be downzoned or affected in a way that has unintended consequences, and they have a lawsuit on their hands. That is why they have to look at it in a broader scope. If they look at it comprehensively, Staff and the attorneys can evaluate it and be sure they do not end up with another set of headaches.

Council Member Ure stated that he believed the Highway Corridor issue would be addressed, but timing is a big portion of it. He agreed that by next September or October there should be a public hearing on zoning as a whole, because it is a cancer on the east side of the County. He suggested that they get through the General Plan and Code amendments and then address zoning in an orderly manner. Council Member Armstrong explained that, as the Planning Commission moves forward with the General Plan, they will have public discussions, and if the issue is critical, it will come up.

Director Putt explained that good general plans are not just legislative devices; they are roadmaps of how to get from where things are now to where they want to be in the future. The General Plan is also a roadmap for addressing the Highway Corridor Zone issue. He believed they could move forward with the roadmap in a short time frame to determine the vision, the goal, and what action needs to be taken. He provided examples of how those three things could be done and language that could be created to address the Highway Corridor problem and create a sense of predictability as to where they are headed in the short term and have the public react to that rather than trying to force an argument or a bad solution.

Commissioner Wharton stated that he believes they need to push development toward the municipalities, and he would like to look at the old Highway Corridor and make the appropriate changes when they fix the Code and General Plan. He wanted to look at it collectively rather than what is or is not currently in the Highway Corridor.

Commissioner Armstrong suggested that the Planning Commission consider what they want to see happen on their side of the County. The inconsistencies he has heard have to do with what people want to see, how it will be developed, and how it would be supported. He believed that, as the congestion increases in the Snyderville Basin or the lack of available growth happens there, it will push toward Eastern Summit County, and they need to figure out what kind of growth they will see and the kinds of economic development and diversity they would like to see. He suggested that they consider what they want things to look like in 30 years and how they can get ahead of it.

- **Discussion regarding Eastern Summit County Transportation Master Plan, South Summit area; Kent Wilkerson, County Transportation Engineer**

This item was rescheduled to a later date.

REGULAR MEETING

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

- **Pledge of Allegiance**

APPROVAL OF COUNCIL MINUTES

FEBRUARY 27, 2013

MARCH 6, 2013

MARCH 13, 2013

Council Member Ure made a motion to approve the minutes of the February 27, 2013; March 6, 2013; and March 13, 2013, County Council meetings as written. The motion was seconded by Council Member Robinson and passed unanimously, 4 to 0. Council Member Carson was not present for the vote.

ADVICE AND CONSENT OF COUNTY MANAGER TO APPOINT MEMBERS TO FILL VACANCIES ON THE LIBRARY BOARD OF DIRECTORS

Council Member Robinson made a motion to consent to the County Manager's recommendation to appoint Arlys Whitaker to the Summit County Library Board of Directors, with her term to expire February 28, 2016. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0. Council Member Carson was not present for the vote.

Council Member Armstrong made a motion to consent to the County Manager's recommendation to reappoint Jennie Haufe to the Summit County Library Board of Directors, with her term to expire February 28, 2016. The motion was seconded by Council Member Robinson and passed unanimously, 4 to 0. Council Member Carson was not present for the vote.

MANAGER COMMENTS

Mr. Jasper recalled that when the Council revised Chapter 2 of the Code, they reserved the right to make ultimate personnel decisions. However, that is now being questioned, because it looks like the Council would make every hiring decision for the service districts, and he did not believe that was their intent. Chair McMullin recalled that was done in order to try to get all the service districts under the same umbrella for health insurance. Mr. Jasper stated that he believes it is appropriate for the Council to reserve that authority, but it does not work on a day-to-day basis. He asked Deputy County Attorney Dave Thomas to draft a letter to each of the districts explaining that the Council is delegating that responsibility to the districts, even though they reserve the right to do so if necessary. Council Member Robinson agreed except for the hiring and firing of senior management of the service districts. Mr. Jasper recalled that the County Charter gives the Council the right to veto personnel hires by the departments, and they may want to hold onto that veto power and could include that in the letter.

Mr. Jasper reported that he received a request from Talisker requesting to delay the golf course to a date uncertain. That would require another amendment to the Manager's amendments and decisions, and he will hold a special hearing on Thursday, April 25, to hear from anyone who may be impacted and determine what to do after that. He understands that Talisker has purchased land and wants to change the golf course design, but he does not know what that would look like or what impacts it would have on development in the area. He would like to set up a meeting with Talisker and ask Council Member Robinson to attend with him. He explained

that Talisker must go through a certain process to get an extension, and it is difficult to talk about an extension without knowing what they are seeking to change or whether the changes would be approved by the other entities involved in the process. Chair McMullin asked when the golf course is supposed to be completed. Mr. Jasper replied that it is to be completed by August 2013 and be open in September 2013. He stated that he is sensitive to the fact that this is a major employer in the County and that financing is difficult to obtain, and he would like to work with Talisker, but it is too open-ended at this point.

COUNCIL COMMENTS

Council Member Robinson reported that he and Council Member Carson attended a meeting with UDOT last Thursday at which UDOT summarized their safety initiatives and projects in the County. They also discussed the Union Pacific on the Lincoln Highway in Echo and the wildlife underpass at US 40.

Council Member Ure asked the Council to consider a call-up provision on developments they might have an interest in or if they think something has been missed in the approval process. With a vote of the majority of the Council, they might be able to call something up to further review it after the Planning Commission has voted on it. He referred to the appeal of the Blue Sky project and stated that it would have been much easier if the Council had a call-up provision rather than having to file an appeal. Chair McMullin stated that she would like to know whether that is something the Council can legally do. Council Member Robinson stated that he was not certain of the legal ramifications if the Council were to call up an item. If the Council is the appellate body and no appeal is filed, it would be deemed approved by the appropriate land use authority, and he was not certain the Council would have the authority to undo that decision. Council Member Ure stated that he would like to research that and see what would be possible, because it would be easier to call up a decision than to go through a formal appeal process. Council Member Robinson commented that, if the Council disagrees with the decisions made by the Planning Commission, they should get new Planning Commissioners, because in theory, they are the Council's agents in carrying out certain responsibilities in the Code. Mr. Jasper suggested that, as the Council reviews the Development Codes, they should consider what actions make sense to be administrative decisions, what decisions make sense to be under the purview of the Community Development Direct, and what makes sense to come to the Council. He stated that they also need to hire professional codifiers to be sure everything in the Code is consistent.

DISCUSSION AND POSSIBLE ADOPTION OF MISSION STATEMENT, VISION STATEMENT, AND STRATEGIC ISSUES; ANITA LEWIS, ASSISTANT COUNTY MANAGER

Assistant Manager Anita Lewis presented the documents for approval and explained that she changed an item on the priority performance objectives based on the earlier work session discussion to read economic diversity.

Mr. Jasper explained that these will now be the priorities for him and Staff, and he will work with the department heads to implement them. He explained that the Council will need to set policy and do other things to help implement a working plan and the outcomes they are looking for.

Council Member Ure asked to what extent the word “protecting” would be used under environmental stewardship. Council Member Robinson noted that the document refers to protecting water resources and protecting air, land, and water quality. He explained that they are trying to protect the quality of those things so they do not degrade. He believed narrowing it down to those things would sufficiently define what they want. He suggested that building a feed lot on a stream would not constitute protecting the stream, but a cow crossing the stream would be entirely different. Council Member Armstrong explained that the purpose of this document is to inform the Council’s priorities for the next two years. By passing it, they are telling the County Manager these are the Council’s priorities, and as he proceeds with Staff, it will be with an eye on these priorities. This document does not pass specific laws from a legislative standpoint but allows them to look at this when the County takes specific action. They are essentially saying that they value protection of these things, and it will be up to Mr. Jasper to figure out how to manage that.

Council Member Robinson requested an edit to the language in the document.

Council Member Ure made a motion to adopt the Mission Statement, Vision Statement, and Strategic Issues with the edit requested by Council Member Robinson. The motion was seconded by Council Member Robinson and passed unanimously, 4 to 0. Council Member Carson was not present for the vote.

CONSIDERATION AND POSSIBLE APPROVAL OF PAYMENT PLANS FOR MAY TAX SALE, PARCELS SUMHAV-A AND SE-107-108; KATHRYN ROCKHILL, AUDITOR CLERK

Kathryn Rockhill with the Auditor’s Office reported that Parcel SUMHAV-A has been settled. It is part of Francis City Park and should have been recorded five years ago when it was dedicated to Francis City, and that has now been done.

With regard to Parcel SE-107-108, Mr. Martinez purchased the property in 2008, and it was listed as a recreation property, but he has been living there full time. It was not taxed as a primary improved property. In 2010 he filled out the exemption for a primary residence and is also qualified for the veteran’s abatement, but he still owes the taxes for 2008 and 2009.

Mr. Martinez stated that he did not believe he should have to pay the taxes for 2008, because they should have been paid by the person from whom he bought the property in November 2008.

Council Member Robinson asked about the proposed payment plan. Mr. Martinez responded that he could pay between \$100 and \$150 per month until it is paid off. Council Member Robinson encouraged Mr. Martinez to see if he could find the settlement statement for the purchase of his home in 2008 to see if the taxes were pro-rated for 2008 between the seller and purchaser. If so, the title company should have remitted the taxes for 2008 to the County, and evidently that did not happen. It would save him most of the taxes for 2008 if Mr. Martinez were to find that settlement document and could show that the title company collected the 2008 taxes.

Council Member Robinson made a motion to cancel the tax sale for Parcel SE-107-108 and accept a payment plan of \$125 per month for so long as is necessary to repay the taxes due from 2008 and 2009, including penalty and interest, with the condition that, if Mr. Martinez can demonstrate that some or all of the 2008 taxes have been paid, that amount will be deducted from the amount due. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0. Council Member Carson was not present for the vote.

PUBLIC INPUT

Chair McMullin opened the public input.

There was no public input.

Chair McMullin closed the public input.

CLOSED SESSION

Council Member Ure made a motion to convene in closed session for the purpose of deliberating on the Silver Moose Bed and Breakfast appeal. The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0. Council Member Carson was not present for the vote.

The Summit County Council met in closed session from 6:35 p.m. to 7:30 p.m. to deliberate on the quasi-judicial matter of the Silver Moose Bed and Breakfast appeal. Those in attendance were:

Claudia McMullin, *Council Chair*
Chris Robinson, *Council Vice Chair*
Roger Armstrong, *Council Member*
David Ure, *Council Member*

Bob Jasper, *Manager*
Anita Lewis, *Assistant Manager*
David Brickey, *Attorney*

Council Member Armstrong made a motion to dismiss from closed session and to adjourn as the Summit County Council. The motion was seconded by Council Member Ure and passed unanimously, 4 to 0.

The County Council meeting adjourned at 7:30 p.m.

Council Chair, Claudia McMullin

County Clerk, Kent Jones

Auditor

Blake Frazier



May 10, 2013

County Council;

RE: **Parcels WPL-TH-AM and WPL-OL-AM**

I am not too familiar with the details of these two properties. I've indicated to Mr. Pratt and Mr. Knight that it's my responsibility to notify anyone with any interest in the properties of the upcoming Tax Sale. It's up to the property owners to resolve any issues surrounding the properties.

There is also a third property that is scheduled to sale. **Parcel PP-38-A**. I'm not sure if it should be included in this discussion or not.

Once again, I'm not sure why the parties involved have waited until the property taxes are 5 years delinquent before resolving this issue.

I don't have a recommendation for this issue. I'll leave it to your expertise to make the decision whether or not to pull the properties from the Tax Sale.

Sincerely,

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

Kathryn Rockhill
Deputy Auditor



Snyderville Basin Special Recreation District

5715 Trailside Drive, Park City, Utah 84098

Phone: (435) 649-1564

Facsimile: (435) 649-1567

Email: will@basinrecreation.com

May 7, 2013

Summit County Council
c/o Kellie Robinson
P.O. Box 128
Coalville, UT 84017

SENT VIA email: krobinson@summitcounty.org

TOTAL # OF PAGES: 1

TAX WAIVER REQUEST FOR TRAILHEAD PARCEL, OPEN SPACE PARCEL PROJECT: THE WOODS AT PARLEY'S LANE

The Woods at Parley's Lane subdivision was approved by the Summit County Board of County Commissioners in 2006, and the associated Development Improvements Agreement (DIA) was signed on September 8th of that year. Two of the conditions of approval listed in the DIA were the construction and dedication of a Trailhead Parcel (Parcel #WPL-TH-AM, 3.07 acres) by the Developer to the Snyderville Basin Special Recreation District (the District), and the placement of a conservation easement on an Open Space Parcel (Parcel #WPL-OL-AM, 82 acres) to Utah Open Lands (UOL).

For some reason, the required dedication of these two parcels did not take place, and both parcels began to accrue taxes. The District was notified last month by the Summit County Auditor's office that both parcels are subject to be sold at a tax sale scheduled for 5/23/13 unless the tax liens are remedied. The accrued tax on the Trailhead Parcel is \$1426.10, with \$1459.23 due for the Open Space Parcel.

The District and UOL respectively request an abatement of the stated tax amounts from the Summit County Council for the Trailhead Parcel and the Open Space Parcel at the Woods at Parleys Lane. As per the approved DIA, the parcels were supposed to be dedicated back in 2006 and should not have been taxed to begin with. We are currently working with the Developer to complete the respective deed transfer and dedication and meet the obligations of the DIA.

Thank you in advance for your consideration.

Sincerely,

Rena Jordan, District Director, on behalf of
Snyderville Basin Special Recreation District

Cc: Wendy Fisher, Utah Open Lands
Roger Knight

Annette Singleton

From: Kellie Robinson
Sent: Monday, May 06, 2013 5:03 PM
To: Annette Singleton
Subject: FW: Tax Waiver Request for Woods of Parleys Lane Trailhead Parcel

From: Wendy Fisher [<mailto:wendy@utahopenlands.org>]
Sent: Thursday, May 02, 2013 11:32 AM
To: 'Will Pratt'; Kellie Robinson
Subject: RE: Tax Waiver Request for Woods of Parleys Lane Trailhead Parcel

Will and Kelly,

I do think that it makes sense to be on the agenda for the 22nd regarding the Woods of Parleys Lane open space. According to the development agreement signed by Summit County approximately 82 acres of the land was to be placed under a conservation easement. So the land was not supposed to be deeded to Utah Open Lands, but it was supposed to be protected under a conservation easement to Utah Open Lands. In the event that the land is sold it has no conservation easement recorded on it and I would imagine that a new owner would not be bound by the development agreement.

I see two issues, would the current homeowners have standing with respect to this open space? I know of one case on the east coast where residents sued when after five years the open space that was part of the original development plan was put up for sale and developed.

The second issue in my mind is how does this effect the development agreement that the developers and the county entered into when the entire Woods was approved.

I am not an attorney and so I am not sure what all of this means, but wanted to clarify that UOL was not supposed to be deeded the property, but rather that a conservation easement was supposed to be placed on the property as per the development agreement.

As Will has stated, UOL is working with the Developer and the District and County planners to put in place a conservation easement and see that the development agreement is adhered to with respect to what the developer had promised when gaining approval.

Thank you for your consideration of this issue,
Wendy

From: Will Pratt [<mailto:Will@basinrecreation.org>]
Sent: Thursday, May 02, 2013 9:54 AM
To: krobinson@summitcounty.org
Cc: 'Wendy Fisher'
Subject: Tax Waiver Request for Woods of Parleys Lane Trailhead Parcel

Hi Kelly,

It was nice talking with you this morning. As I mentioned, Basin Recreation is requesting a slot on the County Council agenda to discuss a tax waiver request on the Woods of Parleys Lane Trailhead parcel. The parcel was supposed to have been deeded to the District approximately 5 years ago but was not, and meanwhile taxes have been accruing for the

Developer (\$1426.10). The property is scheduled to go to tax sale on May 22 if the taxes are not paid. We have been trying to work with the Developer to get this resolved as soon as possible. I spoke with Dave Thomas last week and he said we should work on getting the deed transfer completed but to also schedule time with the Council to request a tax waiver, as the parcel should have been deeded to the District long ago and would not have been accruing taxes at all.

As we discussed on the phone, I believe that the open space parcel at Woods of Parleys Lane has the same issues and tax accrual problem (approximately the same amount). This parcel was supposed to be deeded to Utah Open Lands but was not. I have cc'd Wendy Fisher on this email and request that we are placed in the same agenda slot so we can discuss with the County Council and hopefully get the issue resolved.

Let me know when we are scheduled on the agenda and I will keep you posted on our progress with the Knight brothers.

Thanks!
Will

Will Pratt

Planning & Project Manager
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Parks • Trails • Recreation



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Civil Division

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HELEN E. STRACHAN
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MEMORANDUM

To: County Council

From: David L. Thomas, Chief Civil Deputy

Date: May 9, 2013

Re: All West / Utah Franchise Agreement

1. All West / Utah, Inc. ("All West") has an existing franchise for telephone service within Summit County. They are now offering cable tv service. As such, Summit County Code, Title 7, Chapter 1, which you recently amended, requires a separate franchise agreement. All West will compete with Comcast and Beehivewireless, both of which have franchise agreements with Summit County.
2. The proposed franchise agreement with All West uses the same template which we utilized with Beehivewireless, but with one proposed change. All West has asserted that our existing definition of "gross revenue" is overly broad because it includes "ad sales" and "leased access revenues" in addition to subscriber fees. A change to the definition in the All West franchise would necessitate a change to the definition in the other two franchises.
3. The definition of "gross revenues" that the County has used in the other two franchise agreements is based upon a definition that is typically used by other jurisdictions, which includes "leased access revenues" and "ad sales." In reading the franchise provisions under federal law, it does appear that the focus of franchise fees is on subscriber revenues. Consequently, in evaluating All West's position, I believe you should consider the following arguments:
 - a. Leased Access Revenues. Leased access revenues are those revenues that an operator receives by leasing out excess capacity on its system to another service provider and not to a subscriber. For example, Comcast leases excess capacity to TCI Cablevision. To operate, TCI is required to have a franchise with the County. §7-1-4. Under our current definition of "gross revenues" the TCI lease payments to Comcast are subject to the 5% franchise fee. Yet TCI would also be paying a 5% franchise fee on its use of the county right-of-way for its subscribers. Hence, TCI appears to be paying the County twice for the use of the right-of-way, once through Comcast as part of the lease payment and again by virtue of its subscribers. The issue is one of fairness.

- b. Ad Sales. Ad Sales refer to the local advertisement of businesses on the cable system. They are not subscriber fees. Generally, these ads are spread over the entire cable system, much of which is not in one specific jurisdiction. Whereas it is easy for the cable provider to pay a franchise fee on subscribers within a specific jurisdiction in the use of the right-of-way, ad sales are not so easily quantifiable. Do ad sales for Salt Lake County count toward the “gross revenues” in the Summit County franchise? In sum, the nexus between advertising and the provision of cable services appears weak.
4. Notwithstanding the policy issues discussed above, the actual monetary difference to the County appears to be slight. In looking at the Comcast 2012 quarterly report, there are no leased access revenues and the franchise fee for ad sales amounts to \$2,135.
5. Representatives of All West will be present to answer your questions.

**FRANCHISE AGREEMENT
BETWEEN SUMMIT COUNTY, UTAH
AND
ALL WEST COMMUNICATIONS**

This Franchise Agreement (“Franchise”) is between Summit County, Utah, hereinafter referred to as the “County” and All West Communications/Utah, Inc., hereinafter referred to as “the Grantee.” or “All West.” The County and the Grantee are referred to together as “the Parties.”

The County hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

SECTION 1

Definition of Terms

- 1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:
- A. “Affiliate” when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
 - B. “Basic Cable” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
 - C. “Cable Act” means Title VI of the Communications Act of 1934, as amended.
 - D. “Cable Services” means (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
 - E. “Cable System” means the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
 - F. “County” means Summit County, Utah, or the lawful successor, transferee, or assignee thereof.

- G. “Expanded Basic Service” has the same meaning as provided for in FCC rule and federal law.
- H. “FCC” means Federal Communications Commission or successor governmental entity thereto.
- I. “Grantee” means All West/Utah, Inc. Communications or the lawful successor, transferee, or assignee thereof.
- J. “Gross Revenue” means all remuneration received by All West directly from Subscribers in payment for regularly furnished Cable Services~~revenues of Grantee, as determined according to generally accepted accounting principles consistently applied, derived directly or indirectly by the Grantee or credited to Grantee, arising from or attributable to operation of the Cable System to provide Cable Service~~ in the Service Area including but not limited to: Revenue from Cable Services provided to Subscribers; ad sales revenues; and leased access revenues.

Gross Revenues do not include any fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency. Gross Revenues do not include revenues which cannot be collected by the Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenues for the collection period.

- K. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the County.
- L. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Service Area which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing and operating the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Public Way shall not include bike paths or trails not dedicated for utility services or compatible uses.
- M. “Service Area” means the present boundaries of the County, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

N. "Subscriber" means a Person or user of the Cable System who lawfully receives Cable Service on the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. The County hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate, at Grantee's sole cost and expense, a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Competitive Equity. The Grantee acknowledges and agrees that the County reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the County.

2.3 Term. The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the Effective Date of the Franchise as set forth in subsection 8.7, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance and regulations, to the extent the provisions of the ordinance or regulations, do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however, that the Grantee agrees that it is subject to the lawful exercise of the police power of the County.

3.3 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and in a manner reasonably approved by the County Engineer.

3.4 Relocation for the County. Upon its receipt of reasonable advance written notice, to be not less than five (5) business days in the event of a temporary relocation and no less than ten (10) business days for a permanent relocation, the Grantee shall, at its own expense except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from

the Public Way, any property of the Grantee when lawfully required by the County by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services, or any other reason lawfully required by the County.

3.5 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the County, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than sixty (60) days for a permanent relocation.

3.6 Trimming of Trees and Shrubbery. After obtaining the prior written consent of the County, the Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System within Public Ways in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment. The Grantee shall reasonably compensate the County for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, with the prior written consent of the County, reasonably replace all trees or shrubs damaged as a result of any construction of the system undertaken by the Grantee. Such replacement shall satisfy any and all obligations the Grantee may have to the County pursuant to the terms of this Section. Nothing herein shall give the Grantee the right to trim trees not within Public Ways without the permission of the Landowner or without the permission of the County upon showing of public need.

3.7 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.8 Aerial and Underground Construction. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid. All other codes and ordinances of the County that pertain to such construction shall be complied with.

A. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electronic services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the County Engineer to determine whether the construction will be aerial or underground, and wherever possible depending on the season and the location construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, underground. If the reason for not putting the facilities underground is seasonal, subject to County waiver as weather and other conditions may require the

Grantee shall make reasonable efforts to move such facilities underground as weather permits, but no later than June 30 of the next summer.

B. For the purposes of this Franchise, with the exception of service drops, facilities to be placed “underground” shall be at least twenty four (24) inches below the surface grade.

C. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment.

3.9 Extensions of the Cable System. The Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 New Construction. In cases of new subdivision construction, the developer shall give Grantee reasonable notice of such construction or development and the particular date of which open trenching will be available for the Grantee’s installation of conduit. Costs of trenching shall be borne by the developer unless agreed to otherwise between Grantee and developer.

3.11 Technical Standards. The Grantee is responsible for insuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules as revised or amended from time to time. As provided in these rules, the County shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.12 Service to Public Buildings. The Grantee shall, upon request, provide without charge, one outlet of Basic Cable to those County offices, fire station(s), police stations(s), public school building(s) and other County buildings that are passed by its Cable System. The outlets of Basic and Expanded Basic Cable shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said building or premises exceeds one hundred twenty-five (125) cable feet unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of one hundred twenty-five (125) cable feet. If additional outlets of Basic and Expanded Basic Cable are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.

3.13 Emergency Use. In the case of any emergency or disaster, the Grantee shall, upon the request of the County, make available its facilities for the County to provide emergency information and instructions during emergency or disaster period. The County shall permit only authorized persons to operate the equipment and take reasonable precautions to prevent any use of the Grantee’s

Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the County agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the County, including, but not limited to, reasonable attorneys' fees and costs.

3.14 Customer Service Standards.

A. Cable System office hours and telephone availability.

1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week.

a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours, as defined herein.

b. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, will not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed thirty (30) seconds. These standards will be met no less than ninety percent (90%) of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis.

3. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints during the previous two (2) years indicates a clear failure to comply with the standards.

4. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent (3%) of the time.

5. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

B. Installations, outages and service calls. Under Normal Operating Conditions, each of the following five (5) standards will be met no less than ninety-five percent (95%) of the time, as measured by the Grantee on a quarterly basis:

1. Standard installations will be performed within seven (7) business days after an order has been placed and the customer is ready to take service. Standard installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

3. The Grantee will provide “appointment window” alternatives for installations, service calls and other installation activities, which will be either a specific time, or at maximum, a four (4) hour time block during Normal Business Hours.

4. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

5. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Grantee will contact the subscriber as soon as possible but no later than thirty (30) minutes before the “appointment window” begins. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications between the Grantee and Subscribers.

1. Notifications to Subscribers:

a. The Grantee shall provide written information on each of the following areas at the time of installation of service, and at any time upon request:

i. Products and services offered;

ii. Prices, options and conditions of subscription for services;

iii. Installation and service maintenance policies;

iv. Instructions on how to use the service;

v. Channel positions of programming carried on the Cable System; and

v. Billing and complaint procedures, including the address and telephone number of the local office.

b. Subscribers will be notified of any changes in rates and services as soon as possible in writing. Notice will be given to Subscribers a minimum of thirty (30) days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

- a. Bills will be clear, concise and understandable. Bills will be fully itemized. Bills will also clearly describe all activity during the billing period, including optional charges, rebates and credits.
 - b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within thirty (30) days from receipt of the complaint.
3. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.
 4. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
- D. The County reserves its right to establish lawful standards beyond those established by this Franchise including:
1. Customer service requirements;
 2. Construction schedules and other construction related requirements;
 3. Consumer protection laws.
- E. Definitions: For purposes of this Section, the following definitions shall apply:
1. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" shall include some evening hours at least one (1) night per week and/or some weekend hours. The Grantee will notify its Subscribers and the County of its Normal Business Hours.
 2. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinary and within the control of the Grantee include, but are not limited to, special promotions, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.
 3. "Service Interruption" means the temporary loss of cable service.

SECTION 4

Regulation by the County

4.1 Franchise Fee.

A. The Grantee shall pay to the County a franchise fee of five- percent (5%) of annual Gross Revenue, as defined in subsection 1.1 of this Franchise Agreement. The twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee is payable in quarterly installments which shall be due on or before the 45th day after the end of the calendar quarter. A service charge of one and a half percent (1.5%) per month of the total amount due shall be imposed on late payments. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. Revenue will be reported by service category.

B. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder or for any overpayment shall be three (3) years from the date on which payment by the Grantee is due, or from the date payment is made in the case of an overpayment.

4.2 Rates and Charges.

A. The County may adopt the requisite ordinances to regulate rates for the provision of Basic Cable TV Services and equipment as defined, provided and permitted by federal law and FCC regulations.

B. The Grantee shall file with the County on December 31 of each year a full schedule of all Subscriber user rates and all other charges made in connection with the Cable System.

1. All rates shall be published on file with the County.

2. The Grantee shall not discriminate in the assessment, levy, charge, imposition or collection of rates on the basis of age, race, creed, color, gender, religion, national origin, sexual orientation or marital status.

C. Nothing in this Franchise shall be construed to prohibit the reduction or waiving of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.

D. The Grantee shall notify the County of any changes in rates or services within the Service Area no later than thirty (30) days prior to the implementation of such change(s).

4.3 Renewal of Franchise.

A. The County and the Grantee agree that any proceedings undertaken by the County that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of federal law and FCC regulations.

B. The Grantee and the County agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the County and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the County may grant a renewal thereof.

4.4 Conditions of Sale. If a renewal of the Grantee's Franchise is denied or the Grantee's Franchise is lawfully terminated pursuant to Section 7 of this Franchise, and the County either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be in accordance with federal law.

The Grantee and the County agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during such a period of time; however, under no event shall such authorization exceed a period of time greater than twelve (12) months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the County, the Grantee and the County may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the County or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred or assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the County, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the County shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the County has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the County shall be deemed given.

SECTION 5

5.1 Testing for Compliance. The County may perform technical tests of the Cable System during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving the Grantee reasonable

notice thereof, not to be less than five (5) business days, and providing a representative of the Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the County. The County agrees that such testing shall be undertaken no more than once a year without reasonable cause, including but not limited to customer complaints. The results thereof shall be made available to the Grantee.

5.2 Books and Records. The Grantee agrees that the County, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during Normal Business Hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the County. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years from the date of the book or record. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of federal law.

On an annual basis, upon thirty (30) days prior written notice, the County, including the County Auditor or his/her authorized representative, shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration and enforcement of this Franchise, in accordance with Generally Accepted Accounting Principles ("GAAP"). If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the total cost of the audit. Such cost shall not exceed five thousand dollars (\$5000) for each year of the audit period without Grantee's prior written consent. The County's right to audit and the Grantee's obligation to retain records related to a franchise fee audit shall expire three (3) years after each franchise fee payment has been made to the County.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive Commercial General Liability Insurance in the amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for bodily injury and property damage. The Grantee shall provide to the County an Endorsement to the Insurance Policy designating the County as an additional primary insured. Such Endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the County. Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits of no less than \$500,000 combined single limit per accident for bodily injury and property damage. Such

insurance shall be noncancellable except upon thirty (30) days prior written notice to the County. The Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the County, its officers, boards and employees, from and against any and all claims, demands, liens, and all liability for damages of whatsoever kind, including but not limited to any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise, and to pay any and all costs, including reasonable attorney's fees, incurred by the County in defense of such claims, provided that the County shall give the Grantee written notice of its obligation to indemnify the County within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the County for any damages, liability or claims resulting from the willful misconduct or negligence of the County. All settlements of claims, demands, liens and liability triggered by this indemnification provision shall require the consent of the County, which consent shall not be unreasonably withheld.

SECTION 7

Enforcement and Termination of Franchise

7.1 Grounds for Termination. The County may terminate or revoke this Franchise and all rights and privileges herein provided for any of the following reasons:

A. The Grantee fails to make a timely payment of the Franchise Fee as required under section 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the County of such failure. Subsequent nonpayments shall not be subject to a cure period and the County may elect to terminate this Agreement upon the issuance of a written notice to Grantee; or

B. The Grantee, by act or omission, materially violates a material duty herein set forth in any particular within the Grantee's control, and with respect to which redress is not otherwise herein provided. In such event, the County, acting by or through its County Manager, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Grantee notice of such determination, the Grantee, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the County may declare the franchise forfeited and this Franchise terminated, and thereupon, the Grantee shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the County shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Grantee.

7.2 Remedies at Law. In the event the Grantee or the County fails to fulfill any of their respective obligations under this Franchise, the County or the Grantee, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Franchise shall become effective without such action that would be necessary to formally amend the Franchise.

7.3 Third Party Beneficiaries. The benefits and protection provided by this Franchise shall inure solely to the benefit of the County and the Grantee. This Franchise shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of the Parties hereto).

7.4 Uncontrollable Events. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control including any delays caused by the County.

7.5 Bonds and Surety

- A. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Grantee and the County recognize that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Cable Services. Initially, no bond or other surety will be required. In the event that one is required in the future, the County agrees to give the Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement.
- B. Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

7.6 Termination by Grantee. Notwithstanding any other provision of this Franchise to the contrary, Grantee may terminate this Franchise with or without cause six months after giving the County and Grantee's customers notice of Grantee's intent to terminate. Upon termination, Grantee shall cease all operations of the Cable System located within the County right-of-way.

SECTION 8

Miscellaneous Provisions

8.1 Actions of Parties. In any action by the County or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the County on the subject of Cable Service. Amendments to this Franchise for any purpose, including but not limited to any changes in state or federal law, shall be mutually agreed to in writing by the Parties.

8.3 Notice. Unless expressly otherwise agreed between the Parties, every notice or response required by this Franchise to be served upon the County or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, or b) upon receipt when sent certified or registered mail.

The notices or responses to the County shall be addressed as follows:

Summit County Manager
60 North Main Street
PO Box 128
Coalville UT 84017

With Copy to:

Summit County Attorney
60 North Main Street
P.O. Box 128
Coalville, UT 84017

The notices or responses to the Grantee shall be addressed as follows:

~~All West/Utah, Inc. Communications~~
~~50 West 100 North~~
~~Kamas, Utah 84036~~

The County and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.4 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Applicable Law. The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law.

8.7 Effective Date. The Effective Date of this Franchise is the 1st day of January, 2013 pursuant to the provisions of applicable law. This Franchise shall expire on the 31st day of December, 2023, unless extended by the mutual agreement of the Parties.

Considered and approved this ___ day of _____ 2013.

SUMMIT COUNTY

Claudia McMullin, Chair
Summit County Council

ALL WEST [UTAH, INC. COMMUNICATIONS](#)

**FRANCHISE AGREEMENT
BETWEEN SUMMIT COUNTY, UTAH
AND
ALL WEST/UTAH, INC.**

This Franchise Agreement (“Franchise”) is between Summit County, Utah, hereinafter referred to as the “County” and All West/Utah, Inc. , hereinafter referred to as “the Grantee” or “All West.” The County and the Grantee are referred to together as “the Parties.”

The County hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

SECTION 1

Definition of Terms

- 1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:
- A. “Affiliate” when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
 - B. “Basic Cable” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
 - C. “Cable Act” means Title VI of the Communications Act of 1934, as amended.
 - D. “Cable Services” means (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
 - E. “Cable System” means the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
 - F. “County” means Summit County, Utah, or the lawful successor, transferee, or assignee thereof.

- G. "Expanded Basic Service" has the same meaning as provided for in FCC rule and federal law.
- H. "FCC" means Federal Communications Commission or successor governmental entity thereto.
- I. "Grantee" means All West/Utah, Inc. or the lawful successor, transferee, or assignee thereof.
- J. "Gross Revenue" means all remuneration received by All West directly from Subscribers in payment for regularly furnished Cable Services in the Service Area.

Gross Revenues do not include any fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency. Gross Revenues do not include revenues which cannot be collected by the Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenues for the collection period.

- K. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the County.
- L. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Service Area which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Public Way shall not include bike paths or trails not dedicated for utility services or compatible uses.
- M. "Service Area" means the present boundaries of the County, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.
- N. "Subscriber" means a Person or user of the Cable System who lawfully receives Cable Service on the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. The County hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate, at Grantee's sole cost and expense, a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

2.2 Competitive Equity. The Grantee acknowledges and agrees that the County reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the County.

2.3 Term. The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the Effective Date of the Franchise as set forth in subsection 8.7, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance and regulations, to the extent the provisions of the ordinance or regulations, do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control, provided however, that the Grantee agrees that it is subject to the lawful exercise of the police power of the County.

3.3 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance and in a manner reasonably approved by the County Engineer.

3.4 Relocation for the County. Upon its receipt of reasonable advance written notice, to be not less than five (5) business days in the event of a temporary relocation and no less than ten (10) business days for a permanent relocation, the Grantee shall, at its own expense except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from

the Public Way, any property of the Grantee when lawfully required by the County by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services, or any other reason lawfully required by the County.

3.5 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the County, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than sixty (60) days for a permanent relocation.

3.6 Trimming of Trees and Shrubbery. After obtaining the prior written consent of the County, the Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System within Public Ways in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment. The Grantee shall reasonably compensate the County for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, with the prior written consent of the County, reasonably replace all trees or shrubs damaged as a result of any construction of the system undertaken by the Grantee. Such replacement shall satisfy any and all obligations the Grantee may have to the County pursuant to the terms of this Section. Nothing herein shall give the Grantee the right to trim trees not within Public Ways without the permission of the Landowner or without the permission of the County upon showing of public need.

3.7 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.8 Aerial and Underground Construction. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid. All other codes and ordinances of the County that pertain to such construction shall be complied with.

A. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electronic services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the County Engineer to determine whether the construction will be aerial or underground, and wherever possible depending on the season and the location construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, underground. If the reason for not putting the facilities underground is seasonal, subject to County waiver as weather and other conditions may require the

Grantee shall make reasonable efforts to move such facilities underground as weather permits, but no later than June 30 of the next summer.

B. For the purposes of this Franchise, with the exception of service drops, facilities to be placed “underground” shall be at least twenty four (24) inches below the surface grade.

C. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment.

3.9 Extensions of the Cable System. The Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 New Construction. In cases of new subdivision construction, the developer shall give Grantee reasonable notice of such construction or development and the particular date of which open trenching will be available for the Grantee’s installation of conduit. Costs of trenching shall be borne by the developer unless agreed to otherwise between Grantee and developer.

3.11 Technical Standards. The Grantee is responsible for insuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules as revised or amended from time to time. As provided in these rules, the County shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.12 Service to Public Buildings. The Grantee shall, upon request, provide without charge, one outlet of Basic Cable to those County offices, fire station(s), police stations(s), public school building(s) and other County buildings that are passed by its Cable System. The outlets of Basic and Expanded Basic Cable shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said building or premises exceeds one hundred twenty-five (125) cable feet unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of one hundred twenty-five (125) cable feet. If additional outlets of Basic and Expanded Basic Cable are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.

3.13 Emergency Use. In the case of any emergency or disaster, the Grantee shall, upon the request of the County, make available its facilities for the County to provide emergency information and instructions during emergency or disaster period. The County shall permit only authorized persons to operate the equipment and take reasonable precautions to prevent any use of the Grantee’s

Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the County agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the County, including, but not limited to, reasonable attorneys' fees and costs.

3.14 Customer Service Standards.

A. Cable System office hours and telephone availability.

1. The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week.

a. Trained representatives of the Grantee will be available to respond to Subscriber telephone inquiries during Normal Business Hours, as defined herein.

b. After Normal Business Hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after Normal Business Hours must be responded to by a trained representative of the Grantee on the next business day.

2. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, will not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time will not exceed thirty (30) seconds. These standards will be met no less than ninety percent (90%) of the time under Normal Operating Conditions, as measured by the Grantee on a quarterly basis.

3. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints during the previous two (2) years indicates a clear failure to comply with the standards.

4. Under Normal Operating Conditions, the Subscriber will receive a busy signal less than three percent (3%) of the time.

5. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

B. Installations, outages and service calls. Under Normal Operating Conditions, each of the following five (5) standards will be met no less than ninety-five percent (95%) of the time, as measured by the Grantee on a quarterly basis:

1. Standard installations will be performed within seven (7) business days after an order has been placed and the customer is ready to take service. Standard installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

2. Excluding conditions beyond its control, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee will begin actions to correct other service problems the next business day after notification of the service problem.

3. The Grantee will provide “appointment window” alternatives for installations, service calls and other installation activities, which will be either a specific time, or at maximum, a four (4) hour time block during Normal Business Hours.

4. The Grantee shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

5. If a representative of the Grantee is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Grantee will contact the subscriber as soon as possible but no later than thirty (30) minutes before the “appointment window” begins. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

C. Communications between the Grantee and Subscribers.

1. Notifications to Subscribers:

a. The Grantee shall provide written information on each of the following areas at the time of installation of service, and at any time upon request:

i. Products and services offered;

ii. Prices, options and conditions of subscription for services;

iii. Installation and service maintenance policies;

iv. Instructions on how to use the service;

v. Channel positions of programming carried on the Cable System; and

v. Billing and complaint procedures, including the address and telephone number of the local office.

b. Subscribers will be notified of any changes in rates and services as soon as possible in writing. Notice will be given to Subscribers a minimum of thirty (30) days in advance if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

- a. Bills will be clear, concise and understandable. Bills will be fully itemized. Bills will also clearly describe all activity during the billing period, including optional charges, rebates and credits.
 - b. In case of a billing dispute, the Grantee will respond to a written complaint from a Subscriber within thirty (30) days from receipt of the complaint.
- 3. Refund checks will be issued promptly, but no later than either (a) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (b) the return of the equipment supplied by the Grantee if service is terminated.
- 4. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
- D. The County reserves its right to establish lawful standards beyond those established by this Franchise including:
 - 1. Customer service requirements;
 - 2. Construction schedules and other construction related requirements;
 - 3. Consumer protection laws.
- E. Definitions: For purposes of this Section, the following definitions shall apply:
 - 1. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" shall include some evening hours at least one (1) night per week and/or some weekend hours. The Grantee will notify its Subscribers and the County of its Normal Business Hours.
 - 2. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinary and within the control of the Grantee include, but are not limited to, special promotions, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.
 - 3. "Service Interruption" means the temporary loss of cable service.

SECTION 4

Regulation by the County

4.1 Franchise Fee.

A. The Grantee shall pay to the County a franchise fee of five percent (5%) of annual Gross Revenue, as defined in subsection 1.1 of this Franchise Agreement. The twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee is payable in quarterly installments which shall be due on or before the 45th day after the end of the calendar quarter. A service charge of one and a half percent (1.5%) per month of the total amount due shall be imposed on late payments. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. Revenue will be reported by service category.

B. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder or for any overpayment shall be three (3) years from the date on which payment by the Grantee is due, or from the date payment is made in the case of an overpayment.

4.2 Rates and Charges.

A. The County may adopt the requisite ordinances to regulate rates for the provision of Basic Cable TV Services and equipment as defined, provided and permitted by federal law and FCC regulations.

B. The Grantee shall file with the County on December 31 of each year a full schedule of all Subscriber user rates and all other charges made in connection with the Cable System.

1. All rates shall be published on file with the County.

2. The Grantee shall not discriminate in the assessment, levy, charge, imposition or collection of rates on the basis of age, race, creed, color, gender, religion, national origin, sexual orientation or marital status.

C. Nothing in this Franchise shall be construed to prohibit the reduction or waiving of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.

D. The Grantee shall notify the County of any changes in rates or services within the Service Area no later than thirty (30) days prior to the implementation of such change(s).

4.3 Renewal of Franchise.

A. The County and the Grantee agree that any proceedings undertaken by the County that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of federal law and FCC regulations.

B. The Grantee and the County agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the County and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the County may grant a renewal thereof.

4.4 Conditions of Sale. If a renewal of the Grantee's Franchise is denied or the Grantee's Franchise is lawfully terminated pursuant to Section 7 of this Franchise, and the County either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be in accordance with federal law.

The Grantee and the County agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during such a period of time; however, under no event shall such authorization exceed a period of time greater than twelve (12) months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the County, the Grantee and the County may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the County or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred or assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the County, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the County shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the County has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the County shall be deemed given.

SECTION 5

5.1 Testing for Compliance. The County may perform technical tests of the Cable System during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving the Grantee reasonable

notice thereof, not to be less than five (5) business days, and providing a representative of the Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the County. The County agrees that such testing shall be undertaken no more than once a year without reasonable cause, including but not limited to customer complaints. The results thereof shall be made available to the Grantee.

5.2 Books and Records. The Grantee agrees that the County, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during Normal Business Hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the County. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years from the date of the book or record. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of federal law.

On an annual basis, upon thirty (30) days prior written notice, the County, including the County Auditor or his/her authorized representative, shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration and enforcement of this Franchise, in accordance with Generally Accepted Accounting Principles ("GAAP"). If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the total cost of the audit. Such cost shall not exceed five thousand dollars (\$5000) for each year of the audit period without Grantee's prior written consent. The County's right to audit and the Grantee's obligation to retain records related to a franchise fee audit shall expire three (3) years after each franchise fee payment has been made to the County.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive Commercial General Liability Insurance in the amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for bodily injury and property damage. The Grantee shall provide to the County an Endorsement to the Insurance Policy designating the County as an additional primary insured. Such Endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the County. Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits of no less than \$500,000 combined single limit per accident for bodily injury and property damage. Such

insurance shall be noncancellable except upon thirty (30) days prior written notice to the County. The Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the County, its officers, boards and employees, from and against any and all claims, demands, liens, and all liability for damages of whatsoever kind, including but not limited to any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise, and to pay any and all costs, including reasonable attorney's fees, incurred by the County in defense of such claims, provided that the County shall give the Grantee written notice of its obligation to indemnify the County within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the County for any damages, liability or claims resulting from the willful misconduct or negligence of the County. All settlements of claims, demands, liens and liability triggered by this indemnification provision shall require the consent of the County, which consent shall not be unreasonably withheld.

SECTION 7

Enforcement and Termination of Franchise

7.1 Grounds for Termination. The County may terminate or revoke this Franchise and all rights and privileges herein provided for any of the following reasons:

A. The Grantee fails to make a timely payment of the Franchise Fee as required under section 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the County of such failure. Subsequent nonpayments shall not be subject to a cure period and the County may elect to terminate this Agreement upon the issuance of a written notice to Grantee; or

B. The Grantee, by act or omission, materially violates a material duty herein set forth in any particular within the Grantee's control, and with respect to which redress is not otherwise herein provided. In such event, the County, acting by or through its County Manager, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Grantee notice of such determination, the Grantee, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the County may declare the franchise forfeited and this Franchise terminated, and thereupon, the Grantee shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the County shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Grantee.

7.2 Remedies at Law. In the event the Grantee or the County fails to fulfill any of their respective obligations under this Franchise, the County or the Grantee, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Franchise shall become effective without such action that would be necessary to formally amend the Franchise.

7.3 Third Party Beneficiaries. The benefits and protection provided by this Franchise shall inure solely to the benefit of the County and the Grantee. This Franchise shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of the Parties hereto).

7.4 Uncontrollable Events. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control including any delays caused by the County.

7.5 Bonds and Surety

- A. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Grantee and the County recognize that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Cable Services. Initially, no bond or other surety will be required. In the event that one is required in the future, the County agrees to give the Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement.
- B. Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

7.6 Termination by Grantee. Notwithstanding any other provision of this Franchise to the contrary, Grantee may terminate this Franchise with or without cause six months after giving the County and Grantee's customers notice of Grantee's intent to terminate. Upon termination, Grantee shall cease all operations of the Cable System located within the County right-of-way.

SECTION 8

Miscellaneous Provisions

8.1 Actions of Parties. In any action by the County or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the County on the subject of Cable Service. Amendments to this Franchise for any purpose, including but not limited to any changes in state or federal law, shall be mutually agreed to in writing by the Parties.

8.3 Notice. Unless expressly otherwise agreed between the Parties, every notice or response required by this Franchise to be served upon the County or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, or b) upon receipt when sent certified or registered mail.

The notices or responses to the County shall be addressed as follows:

Summit County Manager
60 North Main Street
PO Box 128
Coalville UT 84017

With Copy to:

Summit County Attorney
60 North Main Street
P.O. Box 128
Coalville, UT 84017

The notices or responses to the Grantee shall be addressed as follows:

All West/Utah, Inc.
50 West 100 North
Kamas, Utah 84036

The County and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.4 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.6 Applicable Law. The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law.

8.7 Effective Date. The Effective Date of this Franchise is the 1st day of January, 2013 pursuant to the provisions of applicable law. This Franchise shall expire on the 31st day of December, 2023, unless extended by the mutual agreement of the Parties.

Considered and approved this ____ day of _____ 2013.

SUMMIT COUNTY

Claudia McMullin, Chair
Summit County Council

ALL WEST/UTAH, INC.



STAFF REPORT

To: Summit County Council (SCC)
Report Date: Tuesday, May 7, 2013
Meeting Date: Wednesday, May 15, 2013
Author: Tiffanie Northrup-Robinson, County Planner
Project Name: Hamilton Lot of Record Special Exception

EXECUTIVE SUMMARY: The applicant is requesting a Special Exception from Section 10-11-1.184 of the Snyderville Basin Development Code (the Code) regarding Lot of Record. The applicant is requesting the exception to construct a single family dwelling and divide the property for additional development in the future (**Exhibit A**).

Staff recommends that the SBPC hold a public hearing and consider analysis. Staff finds that the request does not comply with the Code, and recommends that the SCC deny the Special Exception request.

If members of the public bring to light new concerns or issues that may affect these findings, the SCC may instead choose to continue the decision to another date, or may choose to approve the request for a special exception with appropriate findings.

A. Project Description (Exhibit B)

- **Project Name:** Hamilton Lot of Record Special Exception
- **Applicant(s):** Kevin Hamilton
- **Property Owner(s):** Kevin Hamilton
- **Location:** Bitner Ranch Road
- **Zone District:** Rural Residential (RR) 1/20 acres DL– 1/40 acres SL
- **Setbacks:**
 - **Front:** 60 feet from Bitner Ranch Road
 - **Rear/Side:** 12 feet from property line
- **Adjacent Land Uses:** Residential/Open Space
- **Existing Uses:** Vacant Parcel
- **Parcel Number and Size:** SS-16-B, 41.0 acres
- **Lot of Record Status:** No, based on determination July 12, 2012
- **Type of Item:** Special Exception
- **Land Use Authority:** Summit County Council
- **Type of Process:** Administrative
- **Future Routing:** None

B. Background

On June 25, 2012, Mr. Hamilton submitted a lot of record determination for Parcel SS-16-B, containing 41.0 acres. After researching the history of the parcel, Staff found that the first deed

of record describing the parcel as it is today was recorded on June 30, 1993 in book 735 Page 490 (**Exhibit C**). The lot of Lot of Record definition states:

*“Any parcel of real property (lot) identified on a subdivision plat approved by Summit County and recorded in the office of the Summit County Recorder is a lot of record. Any parcel/lot described in a deed, sales contract, or survey that was recorded in the office of the Summit County Recorder before August 1, 1977 is a lot of record. Any parcel/lot described in a deed, sales contract, or survey that was recorded in the office of the Summit County Recorder between August 1, 1977 and **January 14, 1993** which complied with the zoning requirements in effect at that time of its creation is a lot of record. There are parcels/lots within Snyderville Basin, that, while their existence may be recorded in the office of the Summit County Recorder, were not lawfully created in accordance with the laws of Summit County as described herein. Summit County will not issue a building permit for such parcels/lots.*

Based on the documentation found in the office of the Summit County Recorder and the above referenced definition, on July 12, 2012, Staff issued a letter stating that Parcel SS-16-B, described as 41.0 acres was created after January 14, 1993 and therefore was not considered a legal Lot of Record (**Exhibit D**).

In order to construct a single family dwelling or submit a sketch plan for any other type of development, the Code clearly states that a parcel must be a legal lot of record.

C. Staff Analysis

Before an application for a special exception can be approved, it must conform to the following criteria:

1. The special exception is not detrimental to the public health, safety, and welfare.
The special exception would not be detrimental to the public health, safety, and welfare.
2. The intent of the Development Code and General Plan will be met.
The intent of the Development Code would not be met however; language within the General Plan would suggest that a large agricultural lot would be considered appropriate in the North Mountain neighborhood.
3. The applicant does not reasonably qualify for any other equitable processes provided through the provisions of this Title.
The applicant does not qualify for any other equitable process until this title; a lot of record determination was made and the applicant did not appeal the decision. All new development and/or construction of a single family dwelling would require a legal lot of record.
4. There are equitable claims or unique circumstances warranting the special exception.

Staff has not found that any special circumstances exist that warrant an exception to the lot of record definition. There are no equitable claims or unique circumstances warranting the special exception. The parcel was created without going through the appropriate County subdivision approval process in June of 1993.

D. Community Review

This item appears on the agenda as a public hearing and possible action by the SCC. Notice of the public hearing was published in the May 4, 2013 issue of *The Park Record*. Courtesy postcards were mailed to all property owners within 1,000 feet of the subject Parcel.

At the time of writing this report, Staff has received no public comment regarding the proposal.

E. Staff Recommendation

Staff recommends that the SCC conduct a public hearing and take into consideration any public comment. Staff further recommends that the SCC deny the Special Exception request due to the fact that the lot was not lawfully created prior the January 13, 1993 date and no equitable claims or unique circumstances to warrant the exception based on the following findings:

1. The parcel was created on June 23, 1993 by recordation of warranty deed in book 735 Page 490, in the office of the Summit County Recorder without going through the appropriate County subdivision approval process.
2. All new development and/or construction of a single family dwelling would require a legal lot of record.

Conclusions of Law:

1. The special exception is not detrimental to the public health, safety, and welfare.
2. The intent of the Development Code and General Plan are not being met.
3. The applicant does not reasonably qualify for any other equitable processes provided through the provisions of this Title; and,
4. There are no equitable claims or unique circumstances warranting the special exception.

Attachment(s)

- Exhibit A – Applicants Special Exemption Request
- Exhibit B – Zoning map/Vicinity Map/Floodplain
- Exhibit C – Original Warranty Deed
- Exhibit D – Lot of Record Determination letter

J. Kevin Hamilton
5975 Trailside Drive
Park City, Utah 84098
435-640-6615

I, Kevin Hamilton, request a special exception for my property SS-16-B.

I purchased the property in June or 1993 from the Milton O. Bitner Company. The property was ordered sold due to a Chapter 12 bankruptcy by the Bitner's.

Blaine and Leland Bitner, along with Tom Flanders, a county commissioner and real estate agent, went out and staked the property I was to purchase. At that time the property was only accessible during the summer months by a single lane dirt road.

It was purchased prior to Redhawk (1997), Glenwild (2000), Preserve Phase I (2003), Preserve Phase II (2004), and Goshawk. These, along with Silver Creek, are my neighbors.

I purchased the property as an investment for the future and to build a home on when I was ready.

I would like to subdivide my lot into 10 acre lots. I could cluster the homes or divide the lot according to the Development Code and General Plan.

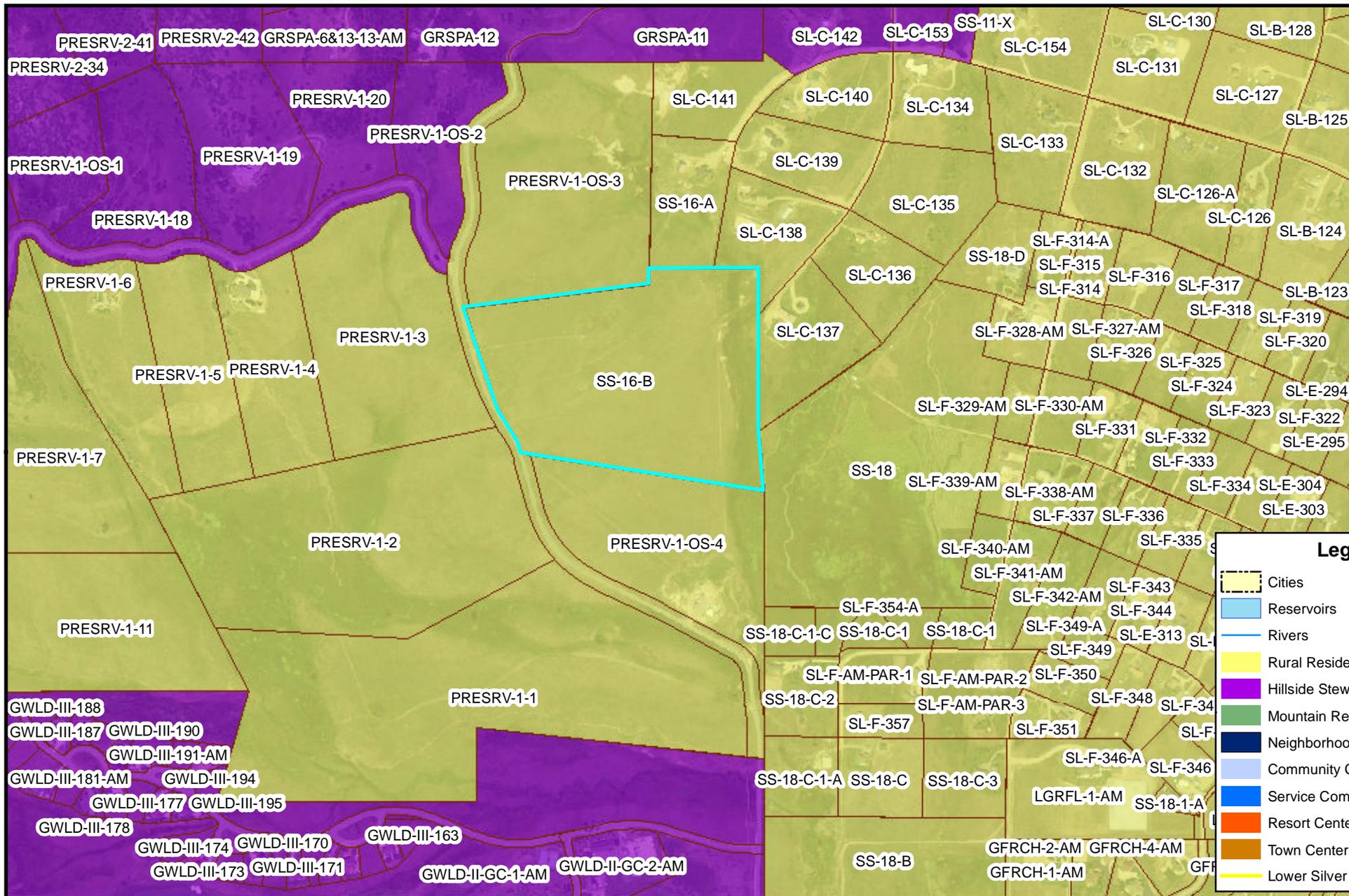
If I was to cluster the homes there is a ridge on the lot that is approximately 800 feet on the north side of the lot. Two to three homes could be sighted along the ridge with one to two homes in the southern half of the property. It would require two roads: one north the other in the south to access the homes. The rest would be left as open space with a trail going from Silver Springs to the Cobblestone area west of my property. Or I can divide the property into three 10 acre parcels and one 11 acre parcel. It depends on what the General Plan would allow.

I am asking to develop my property in the same manner in which my neighbors have developed theirs. If allowed, I will hire a firm which is familiar with Summit County Code to assist me in developing the property. Since I am a local and have been for the last 24 years I will use local people to do the work and all profits will stay within the county.

If approved I will then provide a sight map and any architectural elevations to the planners. I plan on living on the property as soon as possible, selling off one or two lots to help pay for the work. One lot I will hold for my daughter (age 13) to live if she chooses.



J. Kevin Hamilton



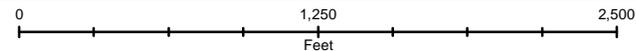
Legend

- Cities
- Reservoirs
- Rivers
- Rural Residential (RR)
- Hillside Stewardship (HS)
- Mountain Remote (MR)
- Neighborhood Commercial
- Community Commercial
- Service Commercial (SC)
- Resort Center (RC)
- Town Center (TC)
- Lower Silver Creek Over

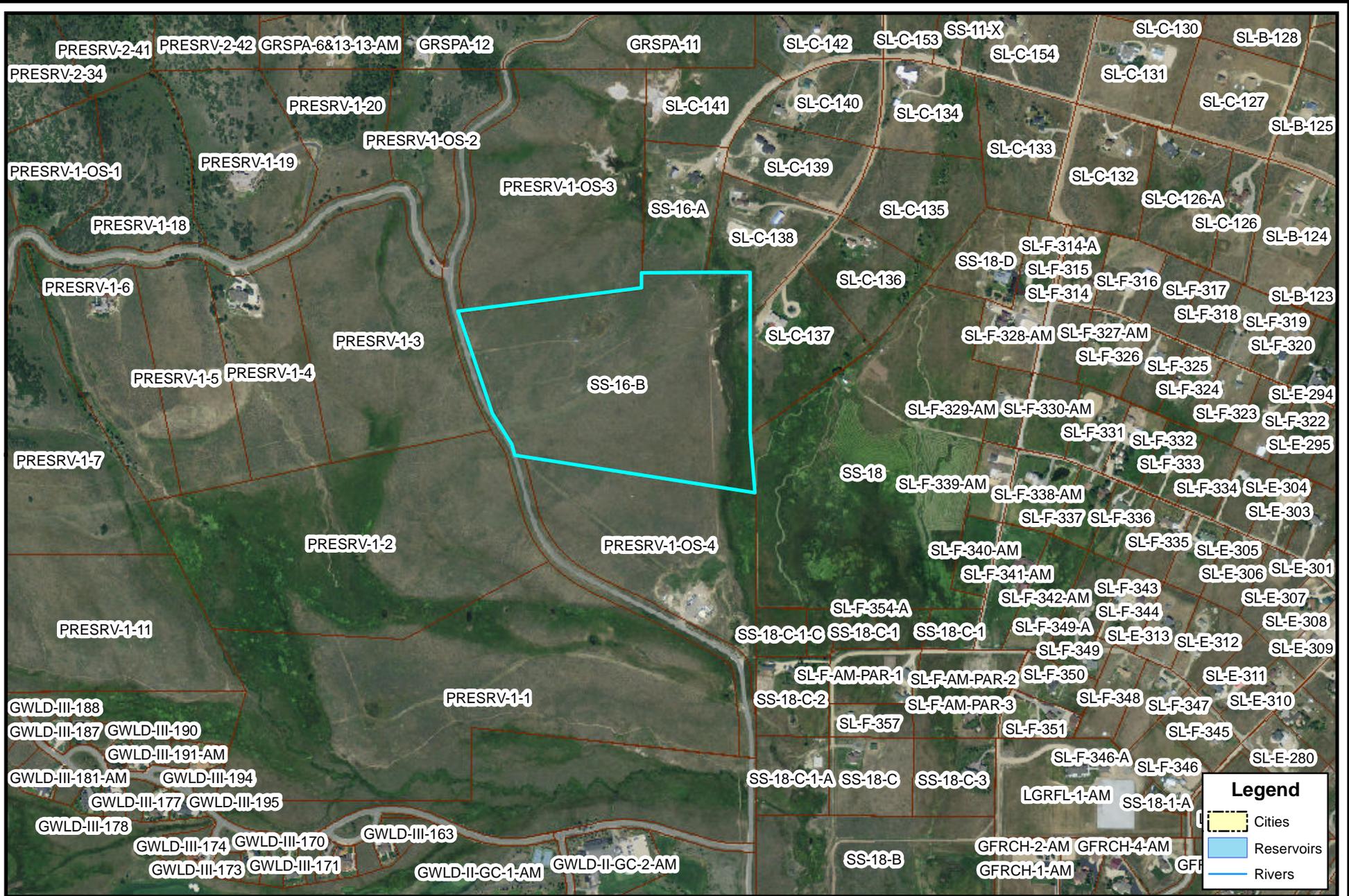


Summit County, Utah Vicinity Map

Prepared by Summit County
Community Development Department

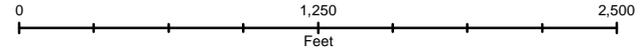


This drawing is neither a legally recorded map, nor a survey, and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources including Summit County. Summit County is not responsible for the timeliness or accuracy of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

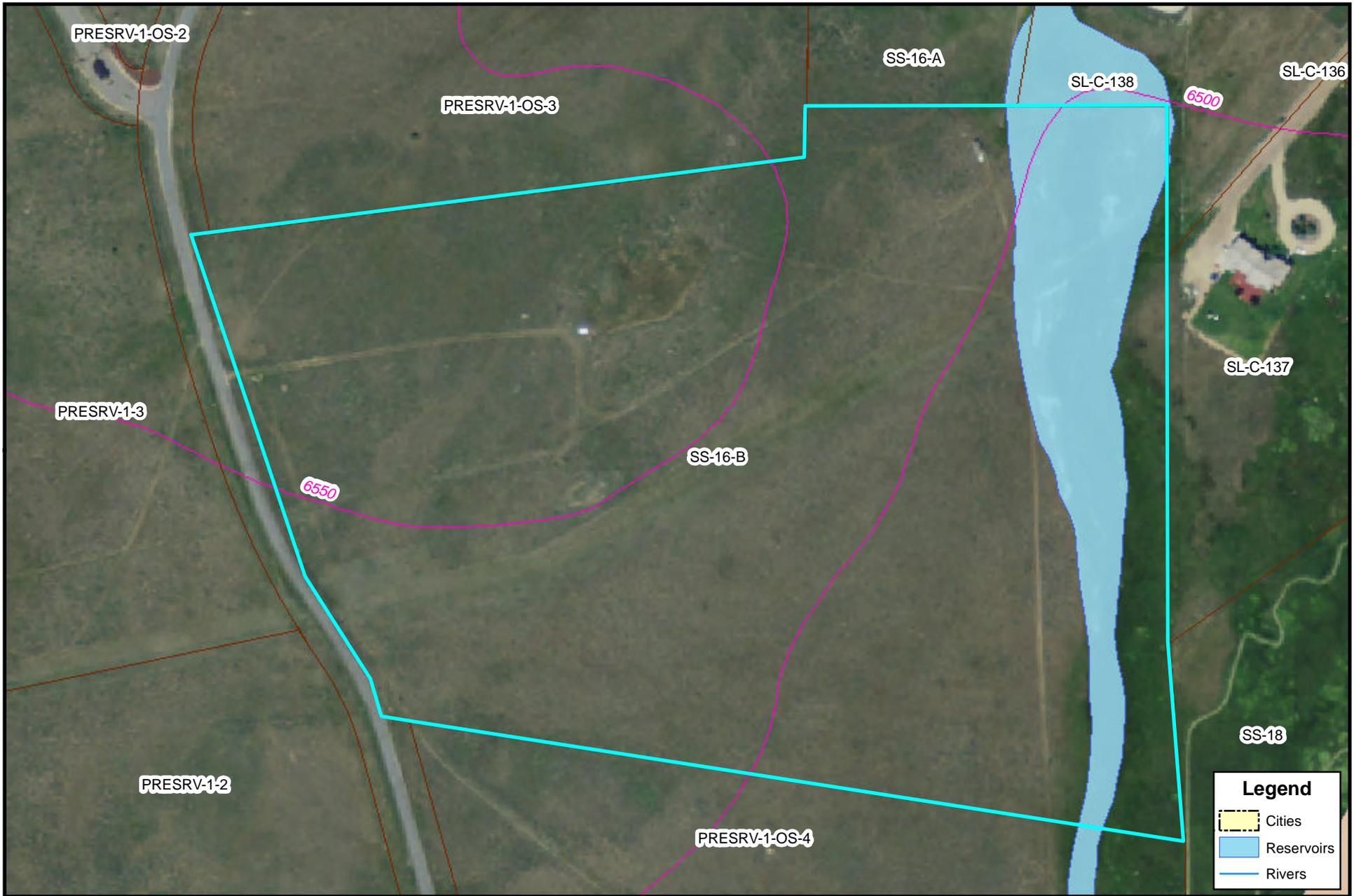


Summit County, Utah Vicinity Map

Prepared by Summit County
Community Development Department

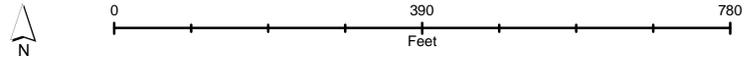


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Summit County, Utah Vicinity Map

Prepared 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.

Recorded at Request of.....

at..... M. Fee Paid \$.....

by..... Dep. Book..... Page..... Ref.:.....

Mail tax notice to..... Grantee..... Address 2199 Monarch Dr. Park City
UT 84060

S-14373

WARRANTY DEED

[CORPORATE FORM]

Milton O. Bitner Company, a corporation organized and existing under the laws of the State of Utah, with its principal office at Park City, of County of Summit, State of Utah, grantor, hereby CONVEYS AND WARRANTS to

J. Kevin Hamilton

of grantee for the sum of Ten and NO/100----- DOLLARS, and other good and valuable consideration the following described tract of land in Summit County, State of Utah:

SEE EXHIBIT A ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

TOGETHER WITH all of Grantors interest in all gas, oil, and mineral rights.

Subject to current general taxes, easements, restrictions, and rights of way of record.

00382220 BR0735 Pg0490-
7-7-83
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1993 JUN 30 16:12 PM FEE \$14.00 BY DMG
FOR: HIGH COUNTRY TITLE

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 24th day of June, A. D. 1993

Attest: [Signature]
Leland E. Bitner, Secretary.

[CORPORATE SEAL]

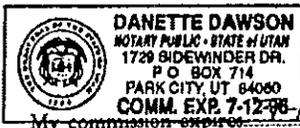
Milton O. Bitner Company
By [Signature]
Blaine B. Bitner, President.

STATE OF UTAH,

County of Summit

} ss.

On the 24th day of June, A. D. 1993 personally appeared before me Blaine B. Bitner and Leland E. Bitner who being by me duly sworn did say, each for himself, that he, the said Blaine B. Bitner is the president, and he, the said Leland E. Bitner is the secretary of Milton O. Bitner Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Blaine B. Bitner and Leland E. Bitner each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



[Signature]
Notary Public.
My residence is Heber City, UT

BLANK NO. 101C GEN. PRG. CO. 3218 SO. 2600 EAST - SALT LAKE CITY

EXHIBIT "A"

Parcel 1:

Beginning at a point which is South 1241.49 feet and East 330.00 feet from the Northeast corner of Section 8, Township 1 South, Range 4 East, Salt Lake Base and Meridian (said point being on an existing fence corner and a 2" pipe) and running thence South 00°02'02" East 1320.00 feet along an old existing fence line; thence North 81°11'19" West 1463.43 feet to the Easterly edge of a dirt road; thence North 17°09'09" West 70.80 feet along said road; thence North 32°30'27" West 218.77 feet along said road; thence North 18°30'43" West 650.38 feet along said road; thence North 82°46'31" East 1804.65 feet to the point of Beginning.

Parcel 2:

Together with a right of way 22 feet in width for ingress and egress, said right of way being 11 feet on each side of the following described center line:

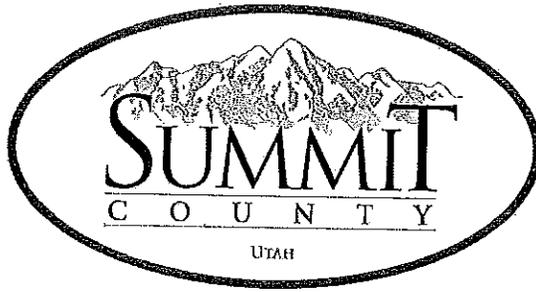
Beginning at a point which is South 1433.19 feet and West 2200.34 feet from the Southeast corner of Section 17, Township 1 South Range 4 East, Salt Lake Base and Meridian (said point being on the center line of an existing dirt road and the Northerly line of a County Road); and running thence North 12°37'36" West 90.16 feet; thence North 16°44'02" West 204.35 feet; thence North 02°00'32" East 59.86 feet; thence North 49°08'45" East 510.31 feet; thence North 79°39'38" East 258.56 feet; thence North 32°48'09" East 174.02 feet; thence North 11°01'47" West 579.08 feet, more or less, to the Southerly line of Section 17; thence North 00°22'58" West 176.11 feet; thence North 03°50'31" East 1700.84 feet; thence North 27°13'53" East 1568.28 feet; thence North 50°09'35" East 1041.33 feet; thence North 29°34'05" East 317.20 feet; thence North 06°08'20" East 687.26 feet; thence North 11°44'41" East 399.59 feet, more or less to the point of beginning of the right of way set forth next as Parcel 3.

Parcel 3:

Together with a right of way 22 feet in width for ingress and egress, said right of way being 11 feet on each side of the following described center line:

BEGINNING at a point which is East 290.40 feet from the Southwest corner of Section 9, Township 1 South Range 4 East, Salt Lake Base and Meridian; and running thence North 10°24'43" East 80.35 feet; thence North 00°15'50" West 1344.26 feet; thence North 08°17'52" West 324.59 feet; thence North 24°06'15" West 116.17 feet; thence North 61°51'53" West 912.86 feet; thence North 58°43'03" West 276.53 feet; thence North 34°25'07" West 302.84 feet; thence North 17°09'09" West 490.38 feet; thence North 32°31'12" West 218.58 feet; thence North 18°30'43" West 722.90 feet; thence North 04°59'44" West 196.12 feet; thence North 20°15'51" East 284.87 feet; thence North 04°57'03" West 395.75 feet; thence North 11°16'06" East 112.41 feet; thence North 51°17'55" East 345.44 feet; thence North 09°10'52" West 184.10 feet; thence North 08°23'56" East 32.74 feet to the Southerly line of Section 5, Township 1 South Range 4 East, Salt Lake Base and Meridian.

00382220 Bx0735 Pa0491



Tiffanie Northrup-Robinson
Planner II

July 12, 2012

Kevin Hamilton
5975 Trailside Drive
Park City, Utah 84098

sent via e-mail to: khnpc@yahoo.com

Subject: Building Lot Determination of Parcel PP-16-B, describing 41.0 acres

Dear Ms. Hamilton:

Recently you inquired to the Summit County Community Development Department regarding the "lot of record" status of Parcel PP-16-B, located in Snyderville Basin, Summit County, Utah. The definition of a "lot of record", according to the Snyderville Basin Development Code, is as follows:

Any parcel of real property (lot) identified on a subdivision plat approved by Summit County and recorded in the office of the Summit County Recorder is a lot of record. Any parcel/lot described in a deed, sales contract or survey, that was recorded in the office of the Summit County Recorder before August 1, 1977 is a lot of record. Any parcel/lot described in a deed, sales contract, or survey that was recorded in the office of the Summit County Recorder between August 1, 1977 and January 14, 1993 which complied with the zoning requirements in effect at that time of its creation is a lot of record. There are parcels/lots within Snyderville Basin, that, while their existence may be recorded in the office of the Summit County Recorder, were not lawfully created in accordance with the laws of Summit County as described herein. Summit County will not issue a Building Permit for such parcels/lots.

With the information submitted, I have not found that this parcel meets the requirements as noted in the above referenced definition. Records from the Summit County Recorder's Office indicate that the 41.0 acre parcel was divided June 30, 1993 (Book 735 Page 490). After January 14, 1993 a division of property was required to be reviewed and recommended by the Planning Commission as a subdivision, and also recorded as a Subdivision Plat in the office of the Summit County Recorder. I have found no indication that this subdivision of land was recommended by the Planning Commission or recorded as a Subdivision Plat. Therefore, parcel PP-16-B is not considered a "lot of record", and is not eligible for any type of development.

In the case of "lot of record" determinations, the burden of proof is on the parcel owner to provide documentation proving the parcel was lawfully created. If you can provide additional information proving that the parcel was created prior to January 14, 1993, it may affect the determination. Feel free to contact me at (435) 336-3139.

Sincerely,

Tiffanie Northrup-Robinson
Planner II

cc: inquiry file

Community Development Department
Planning Division
Summit County Courthouse, 60 N. Main St., P.O. Box 128, Coalville, Utah 84017
Phone (435) 336-3139 Fax (435) 336-3046
trobinson@summitcounty.org