

Interview Schedule

Wednesday, July 31, 2013
Courthouse

RAP Tax Cultural Committee - 3 vacancies; 1 interview

3:05 PM Loralie Pearce

RAP Tax Recreation Committee - 4 vacancies; 4 interviews

3:15 PM Kathy Apostolakos (reapplying)

3:25 PM Meg Steele (reapplying) Phone interview **435-659-6478**

3:35 PM Wendy Cryan (reapplying) Phone interview **435-640-6847**

3:45 PM Amy Yost (attending all-day seminar)



STAFF REPORT

To: Summit County Council (SCC)
Report Date: Thursday, July 25, 2013
Meeting Date: Wednesday, July 31, 2013
Author: Kimber Gabryszak, AICP
Project Name: 2013 - General Plan Update
Meeting: Work Session

EXECUTIVE SUMMARY: The Eastern Summit County Planning Commission (ESCPC) formed a General Plan Update subcommittee in the spring of 2013, consisting of Commissioners Tonja Hanson, Ken Henrie, and Sean Wharton. Together with Staff, the subcommittee has reviewed the Plan and worked on modifications and updates to the plan to make it a more effective, user-friendly, and current document.

(The proposed update is attached, and the current General Plan can be found at www.summitcounty.org/communitydevelopment/eastern.php.)

The ESCPC held a public hearing on July 11, 2013 and voted unanimously to forward a positive recommendation to the SCC. Staff recommends that the SCC review the draft and give Staff feedback and direction for a future public hearing.

A. Project Description

- **Project Name & Type:** 2013 General Plan Update
- **Applicant(s):** Summit County
- **Location:** Applicable to Eastern Summit County
- **Zone District & Setbacks:** All
- **Type of Process:** Legislative
- **Routing / Final authority:** Summit County Council (SCC)
- **Type of Meeting:** Work Session

B. Background

Due to the length of time since the last comprehensive update, the current update process is intended to have two stages. The first stage will consist of more urgent general cleanups and modifications to the current Plan. No major content changes are proposed. Following the adoption of this update the ESCPC intends to begin work on a second stage, which may result in a more comprehensive update. There will likely be a much deeper level of public outreach, research, updates, and revision to the Plan.

To that end, the following first-stage changes have been made:

- Creation of an updated preamble / vision, and movement of the Mission Statement (adopted in 2010) from Chapter 3 to the beginning of the Plan.
- Separation of the goals and policies (adopted in 2010 and currently grouped together in Chapter 3) into individual topical chapters. This will set the framework and structure for future updates, and make the Plan more user-friendly.
- Edits to the contents of the goals and policies, based on review of recent issues, public input received on previous projects, State Code requirements, and current applicability.

The goals and policies have been reordered, added to, and edited in the following new chapter-style format:

1. Mission Statement & Vision
2. Land Use
3. Infrastructure and Transportation
4. Economic Diversity / Development
5. Natural Resources / Environmental Quality
6. Municipal Coordination and Cooperation
7. Moderate Income Housing
8. The Community Planning Process
9. Resources (appendices)

The ESCPC held a work session on June 20, 2013 and a public hearing on July 11, 2013, with changes suggested by the ESCPC incorporated into the attached draft. Minutes from the July 11, 2013 meeting are not yet available, but will be provided to the SCC prior to the public hearing.

C. **Community Review**

This item has been scheduled as a work session, and a future public hearing will be scheduled and noticed. A copy of the plan was also sent to the planner and mayor of each municipality in Eastern Summit County. Public comment in favor of the amendments was received at the July 11, 2013 public hearing.

D. **Identification and Analysis of Issues**

Impact of the General Plan

State Code Section 17.27a.405 (Exhibit C) outlines the effect of general plans, and states that:

[...] the general plan is an advisory guide for land use decisions, the impact of which shall be determined by ordinance.

Summit County recently adopted amendments to the General Plan and Development Code ensuring that the plan is an advisory document.

Development Code

The proposed amendments have updated the General Plan to address issues, vagaries, and conflicts that have led to difficulties in the implementation of the Development Code.

These General Plan amendments will pave the way for future Code amendments to improve the effectiveness and usability of the Code. As these Code amendments are processed, consistency with the General Plan will be reviewed to ensure that the vision of the General Plan is enacted through the Code.

E. **Findings/ Code Criteria and Discussion**

The Development Code does not call out criteria for General Plan amendments, but State Code does outline the process, intent, and contents.

State Code Section 17.27a.103 (Exhibit B) defines a General Plan as:

(16) "General plan" means a document that a county adopts that sets forth general guidelines for proposed future development of the unincorporated land within the county.

State Code Section 17.27a.302 (Exhibit C) outlines the role of the Planning Commission, which includes the preparation of and recommendation on a general plan and updates to the general plan.

State Code Section 17.27a.401 (Exhibit D) contains the items that are required for General Plans. All missing items have been incorporated into the General Plan.

State Code Section 17.27a.403 (Exhibit E) outlines the preparation of and additional required content for general plans.

State Code Section 17.27a.102 (Exhibit F) outlines the purpose of the State Land Use code, with which the General Plan must comply:

(1) (a) The purposes of this chapter are to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each county and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values.

The proposed amendments comply with the mandatory requirements in the above Sections, as well as many of the optionally recommended sections. **Staff has reviewed the General Plan for compliance with these Sections, and has found that the General Plan complies with State Code requirements.**

The Land Use Authority for General Plan amendments is the SCC, and the process includes a public hearing and recommendation by the ESCPC followed by a public hearing and decision by the SCC.

F. **Recommendation(s)/Alternatives**

Staff recommends that the SCC hold a work session to review the draft and give Staff feedback and direction for a future public hearing.

For reference in preparation for the public hearing, Staff has provided the the findings of fact, conclusions of law, and conditions as recommended by the ESCPC below:

Findings of Fact:

1. State Code Section 17.27a.302 states that the role of the Planning Commission includes the preparation of and recommendation on a general plan and updates to the general plan.
2. State Code Section 17.27a.401 contains several items that are required for General Plans.
3. All missing items from 17.27a.401, including a provision for nuclear waste, have been incorporated into the update.
4. State Code Section 17.27a.403 outlines the preparation of general plans and contains additional required elements, including land use, transportation, housing,.
5. The update includes a land-use element, a transportation element, a housing needs assessment as a technical appendix, and a chapter on moderate income housing.
6. State Code Section 17.27a.102 outlines the purpose of the State Land Use code, with which the General Plan must comply, which includes provisions for the health, safety, and welfare of the County.
7. The proposed amendment is intended to make the Plan more effective and to better protect public health, safety, and welfare.

Conclusions of Law:

1. The update complies with the process in State Code Section 17.27a.302.
2. The update complies with the requirements in State Code Section 17.27a.401.
3. The update complies with the standards in State Code Section 17.27a.403.
4. The update complies with the intent in State Code Section 17.27a.102.

Conditions:

1. The amendments will be edited as directed by the SCC.
2. Any other conditions as articulated by the SCC.

Attachment(s)

- Exhibit A – Proposed General Plan (pages 5-15)
- Exhibit B – State Code Section 17.27a.302 – Role of Planning Commission (page 16)
- Exhibit C – State Code Section 17.27a.405 – Effect (page 17)
- Exhibit D – State Code Section 17.27a.401 – Content (pages 18-19)
- Exhibit E – State Code Section 17.27a.403 – Preparation (pages 20-22)
- Exhibit F – State Code Section 17.27a.102 – Purpose (page 23)
- Exhibit G – Summit County Housing Needs Assessment, Technical Appendix (pages 24-52)

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Chapter 1 – Mission Statement and Vision

MISSION STATEMENT

To enhance the quality of life in Eastern Summit County through responsible growth that fosters stewardship of the land and natural resources while balancing private property rights and respecting our rural and agricultural foundation.

VISION FOR EASTERN SUMMIT COUNTY

Eastern Summit County is shaped by a unique mix of rural agriculture, landscape, natural resources, people, and economic trends. The way of life that has sustained Eastern Summit County in the past is evolving and changing. Farming, ranching, timber and mining, although still important, are no longer the primary activities.

Growth is occurring; increasing population and the residential and commercial development that goes with it has created opportunities and challenges that include things such as water and sewer issues, traffic congestion, rural atmosphere, and incompatible uses. As population increases, there will be a need for improved infrastructure and services. There will also be a need for coordination between development in the municipalities and the unincorporated areas.

With all of this change it is imperative that Eastern Summit County create a “road map” that will help guide land use and development, as well as help preserve the quality of life and maintain the unique Eastern Summit County identity. It is our challenge to understand the impacts of growth and make decisions to create the most positive outcome for the future.

The goal of this General Plan is to provide an advisory guide to help direct decisions that will affect development, land use patterns, and lifestyles while maintaining the unique identity and rural atmosphere of Eastern Summit County. The goals and desired actions set forth in this document aim to achieve development that matches the available and/planned infrastructure, that permits historic and new land uses to coexist, and that maintains the open country and opportunities that have become the hallmark of Eastern Summit County living. The plan further seeks to set forth land use and administrative changes that create greater predictability and accountability in the development process.

The Development Code and Zoning Maps will be used to implement this General Plan in a manner that minimizes inappropriate land uses, that prevents over extension of County services, that increases predictability in development, and that helps preserve or protect natural resources as well as scenic and environmentally sensitive areas.

Chapter 2 - Land Use

2.1 **GOAL: Develop codes which balance the desires of Eastern Summit County residents with private property rights.**

- a. Work to ensure that new development is suitably located to minimize impacts to surrounding areas.
- b. Ensure that all new development has adequate resources and infrastructure to support the proposed intensity of use, and work to ensure that the infrastructure costs of new development are proportionally borne by the developer.
- c. Work to ensure that single-family residential development minimizes disturbance, and is clustered where appropriate.
- d. Encourage new agricultural and residential development that is consistent with the immediate surrounding area. Large agriculture buildings and high-impact animal production operations should not be placed in residential areas; consider the development of a residential zone and other zones as appropriate to separate agricultural and residential uses in locations where higher density development may be appropriate.
- e. Identify existing land uses, land use patterns, agricultural lands, environmental constraints, and other factors as appropriate to aid in land use decisions.
- f. Develop provisions in the Development Code that will allow simple, single lot, land divisions while controlling larger subdivision developments in a way that protects the property rights of the landowners as well as the surrounding neighbors.
- g. Enact ordinances, resolutions, codes and other forms of land use controls to reduce nuisances and land use incompatibilities.
- h. Create, modify, and maintain appropriate zone districts to accommodate a variety of uses while recognizing and respecting existing land use patterns.
- i. Create appropriate and predictable development procedures in the Development Code to ensure that all land use and development is adequately reviewed and determined to be consistent with the goals of this Plan before any approvals are granted.
- j. Proactively forecast the impact of the existing development code and new amendments to understand their impact upon the future buildout of the County.

2.2 **GOAL: Acknowledge the historic rural and agricultural character of Eastern Summit County.**

- a. Recognize agricultural operations as a significant and important use of the land.
- b. Consider those land use patterns and strategies that support and protect existing and future agricultural operations; support the development of tools and programs to allow the preservation of productive agricultural lands. Among others these may include agricultural preservation areas, plat notes and other methods to educate new residents of the agricultural nature of the area, cooperative agreements with landowners, and a program to transfer density from agriculturally productive lands.
- c. Implement “Agricultural Protection and Right to Farm” strategies, and require all non-agricultural activities to develop in a manner that is not detrimental to nearby agricultural operations.
- d. Reevaluate and possibly amend the Development Code to streamline the process for designating and modifying Agricultural Protection / Preservation areas.
- e. Coordinate with the Eastern Summit County Agriculture and Open Space Committee (ESAP) and the affected municipalities in the acquisition of conservation easements and/or restrictions to preserve agricultural lands and open space.

2.3 GOAL: Coordinate with the Summit County Landmarks & Heritage Commission on the preservation of cultural resources and heritage.

- a. Provide for the revision of existing and development of new inventories of culturally significant structures, sites, and landmarks within Eastern Summit County.
- b. Consider development of a heritage preservation plan.
- c. Evaluate the need to adopt a local ordinance that would require, at a minimum, documentation prior to demolition or alteration of any structures, sites or landmarks identified in the heritage preservation inventory. If measures beyond documentation are implemented, consider development of funding sources and/or incentives for preservation.

Chapter 3 - Infrastructure / Transportation

3.1 **GOAL: Establish level of service expectations that are compatible with the County's ability to serve different areas of the County, especially the more remote areas.**

- a. Educate existing and future residents regarding service and infrastructure expectations and limitations in Eastern Summit County.
- b. Provide a means by which existing and future residents understand the levels of service that will be provided by the County and other service providers in each zone district or geographic area of Eastern Summit County.
- c. Work with service providers to apply reasonable infrastructure guidelines to be utilized by the County during the development review process, and to forecast future infrastructure needs.
- d. Identify alternate locations for a future landfill and other appropriate County facilities.
- e. Nuclear waste storage facilities and transfer facilities, either wholly or partially within Summit County, are not appropriate.

3.2 **GOAL: Create and implement transportation strategies to address current and future needs.**

- a. Adopt the Eastern Summit County Transportation Master Plan, as amended, to continue to develop a transportation system that supports the goals of the Eastern Summit County General Plan.
- b. Investigate potential methods to bring existing County roads up to County standards.
- c. Periodically review the Transportation Master Plan to ensure that the plans addresses the needs of residents including multiple modes of transportation, with focus on safety, infrastructure, and appropriate infrastructure size/width.
- d. Monitor the potential for public transit opportunities.

Chapter 4 - Economic Diversity / Development

4.1 GOAL: Support economic development and diversity in concert with the Vision of Eastern Summit County to strengthen the economic base of the County, promote the social and economic well-being of the residents, and build community with a strong, diversified, year-round economy.

- a. Where appropriate, permit recreational opportunities that will enhance the quality of life in Eastern Summit County and provide economic development opportunities.
- b. Encourage businesses and activities that provide jobs that can support permanent resident households.
- c. Promote the development of small home based businesses or clean cottage type industries in the Development Code.
- d. Guide growth in a manner that promotes economic development and efficient use of services and permits economically beneficial use of land.
- e. Coordinate with economic development groups as appropriate.
- f. Investigate potential development strategies and possible locations for neighborhood commercial uses.

Chapter 5 - Natural Resources / Environmental Quality

5.1 GOAL: Develop codes and policies that promote proper stewardship of natural resources and address environmental issues of the County.

- a. Require development to occur in a fashion and location that protects natural resources, including but not limited to pollution prevention, erosion prevention, national forests, crucial wildlife habitat and corridors, agricultural lands, fisheries, water quality, wetlands, scenic view sheds, riparian areas, wildlife and clean air.
- b. Ensure that there is adequate quality and quantity of water for all new development, and encourage water conservation.
- c. Preserve and create appropriate motorized and non-motorized trails and access to public land in conjunction with the municipalities and US Forest Service. The intention is not to require property owners who live adjacent to the National Forest to provide public access.
- d. Cooperate with State and Federal public land use agencies and other jurisdictions.
- e. Require long-term management plans for all designated open space areas. Pursue an aggressive weed control program that addresses noxious weeds.
- f. Consider the creation of a night-sky ordinance.
- g. Ensure that land is appropriately reclaimed and restored following the conclusion of disruptive activities.

5.2 GOAL: Implement measures designed to promote energy conservation and the development of renewable energy in Eastern Summit County.

- a. Encourage development of renewable resources as a substitute for oil, natural gas, and other limited energy supplies used for electricity generation, and to reduce consumption of these supplies.
- b. Work with appropriate public agencies to permit and approve development of alternative energy.
- c. Consider incentives to encourage green building practices such as LEED or EnergySTAR certification and use of recycled materials.

Chapter 6 - Municipal Coordination and Cooperation

6.1 GOAL: Improve communications and coordination with each municipality in Eastern Summit County to ensure that all development, whether within the municipality or within the County, is appropriately managed.

- a. Encourage cooperative land use planning efforts between the County and the municipalities.
- b. Improve communications between the municipalities and County by implementing a communication plan.
- c. Encourage development within established annexation overlay areas to conform to the development standards of the declarant municipality as applicable.
- d. Establish policies that encourage growth within declared annexation overlay areas to maximize existing services and infrastructure.
- e. Work jointly with the municipalities to determine if appropriate locations and services are available for industry and business within or adjacent to those municipalities.

Chapter 7 - Moderate Income Housing

7.1 **GOAL: Promote a mix of housing types and availability to continue the County's history of diversity.**

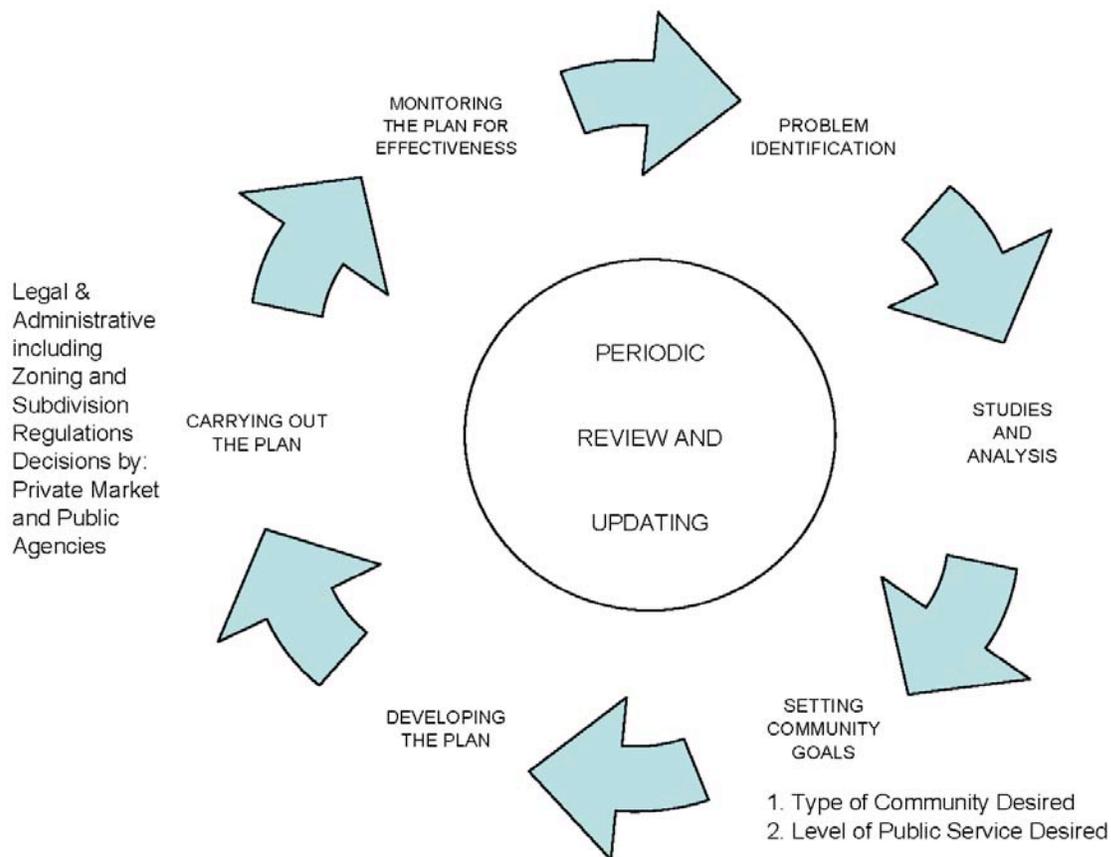
- a. Periodically review and update the Housing Needs Assessment (technical appendix) to ensure that housing needs are identified as they change over time.
- b. Consider mechanisms to provide a realistic opportunity to meet estimated housing needs within Eastern Summit County, including a variety of housing types and affordability.
- c. Consider incentives such as fee-waivers and density increases to encourage private sector development of affordable housing.
- d. Encourage affordable housing development close to existing services and infrastructure.
- e. Clarify the intention and development standards for seasonal dwelling units in the Development Code.
- f. Ensure that housing is affordable to households earning 80% of the median income for Eastern Summit County, not the median income as affected by the Snyderville Basin and Park City.

Chapter 8 – Community planning process

8.1 GOAL: Ensure that the Eastern Summit County General Plan is adaptable and balances the needs of property owners and residents.

- a. Provide for the regular review of the General Plan, to occur at a minimum once a calendar year.
- b. Work with residents and property owners to further understand their values and needs. Find new creative ways to solicit input and participation on the general plan, development code, and land use issues from the public at-large.
- c. Plan for orderly and logical growth by utilizing long and short-term studies to predict transportation and infrastructure requirements for the future including general plans for sewage, water, waste disposal, drainage, public utilities and other public services.

Figure 1: Community Planning Process



Resources

Maps:

1. 2013 - Zone Map
2. 2013 - Existing Land Uses (to be adopted at a later date)
3. 2013 - Municipality Annexation Declaration Areas

Technical Appendices

1. 2012 - Affordable Housing Needs Assessment
2. 2013 - Eastern Summit County Transportation Master Plan

17-27a-302. Planning commission powers and duties.

(1) Each countywide or township planning commission shall, with respect to the unincorporated area of the county, or the township, make a recommendation to the county legislative body for:

- (a) a general plan and amendments to the general plan;
- (b) land use ordinances, zoning maps, official maps, and amendments;
- (c) an appropriate delegation of power to at least one designated land use authority to hear and act on a land use application;
- (d) an appropriate delegation of power to at least one appeal authority to hear and act on an appeal from a decision of the land use authority; and
- (e) application processes that:
 - (i) may include a designation of routine land use matters that, upon application and proper notice, will receive informal streamlined review and action if the application is uncontested; and
 - (ii) shall protect the right of each:
 - (A) applicant and third party to require formal consideration of any application by a land use authority;
 - (B) applicant, adversely affected party, or county officer or employee to appeal a land use authority's decision to a separate appeal authority; and
 - (C) participant to be heard in each public hearing on a contested application.

(2) The planning commission of a township under this part may recommend to the legislative body of the county in which the township is located that the legislative body file a protest to a proposed annexation of an area located within the township, as provided in Subsection 10-2-407(1)(b).

Amended by Chapter 359, 2012 General Session

17-27a-405. Effect of general plan.

(1) Except for the mandatory provisions in Subsection 17-27a-401(3)(b) and Section 17-27a-406, the general plan is an advisory guide for land use decisions, the impact of which shall be determined by ordinance.

(2) The legislative body may adopt an ordinance mandating compliance with the general plan, and shall adopt an ordinance requiring compliance with all provisions of Subsection 17-27a-401(3)(b).

Enacted by Chapter 254, 2005 General Session

17-27a-401. General plan required -- Content -- Provisions related to radioactive waste facility.

(1) In order to accomplish the purposes of this chapter, each county shall prepare and adopt a comprehensive, long-range general plan for:

(a) present and future needs of the county; and
(b) growth and development of all or any part of the land within the unincorporated portions of the county.

(2) The plan may provide for:

(a) health, general welfare, safety, energy conservation, transportation, prosperity, civic activities, aesthetics, and recreational, educational, and cultural opportunities;

(b) the reduction of the waste of physical, financial, or human resources that result from either excessive congestion or excessive scattering of population;

(c) the efficient and economical use, conservation, and production of the supply of:

(i) food and water; and

(ii) drainage, sanitary, and other facilities and resources;

(d) the use of energy conservation and solar and renewable energy resources;

(e) the protection of urban development;

(f) the protection or promotion of moderate income housing;

(g) the protection and promotion of air quality;

(h) historic preservation;

(i) identifying future uses of land that are likely to require an expansion or significant modification of services or facilities provided by each affected entity; and

(j) an official map.

(3) (a) The plan shall include specific provisions related to any areas within, or partially within, the exterior boundaries of the county, or contiguous to the boundaries of a county, which are proposed for the siting of a storage facility or transfer facility for the placement of high-level nuclear waste or greater than class C radioactive nuclear waste, as these wastes are defined in Section 19-3-303. The provisions shall address the effects of the proposed site upon the health and general welfare of citizens of the state, and shall provide:

(i) the information identified in Section 19-3-305;

(ii) information supported by credible studies that demonstrates that the provisions of Subsection 19-3-307(2) have been satisfied; and

(iii) specific measures to mitigate the effects of high-level nuclear waste and greater than class C radioactive waste and guarantee the health and safety of the citizens of the state.

(b) A county may, in lieu of complying with Subsection (3)(a), adopt an ordinance indicating that all proposals for the siting of a storage facility or transfer facility for the placement of high-level nuclear waste or greater than class C radioactive waste wholly or partially within the county are rejected.

(c) A county may adopt the ordinance listed in Subsection (3)(b) at any time.

(d) The county shall send a certified copy of the ordinance under Subsection (3)(b) to the executive director of the Department of Environmental Quality by certified mail within 30 days of enactment.

(e) If a county repeals an ordinance adopted pursuant to Subsection (3)(b) the county shall:

(i) comply with Subsection (3)(a) as soon as reasonably possible; and

(ii) send a certified copy of the repeal to the executive director of the Department of Environmental Quality by certified mail within 30 days after the repeal.

(4) The plan may define the county's local customs, local culture, and the components necessary for the county's economic stability.

(5) Subject to Subsection 17-27a-403(2), the county may determine the comprehensiveness, extent, and format of the general plan.

Renumbered and Amended by Chapter 254, 2005 General Session

17-27a-403. Plan preparation.

(1) (a) The planning commission shall provide notice, as provided in Section 17-27a-203, of its intent to make a recommendation to the county legislative body for a general plan or a comprehensive general plan amendment when the planning commission initiates the process of preparing its recommendation.

(b) The planning commission shall make and recommend to the legislative body a proposed general plan for the unincorporated area within the county.

(c) (i) The plan may include planning for incorporated areas if, in the planning commission's judgment, they are related to the planning of the unincorporated territory or of the county as a whole.

(ii) Elements of the county plan that address incorporated areas are not an official plan or part of a municipal plan for any municipality, unless it is recommended by the municipal planning commission and adopted by the governing body of the municipality.

(2) (a) At a minimum, the proposed general plan, with the accompanying maps, charts, and descriptive and explanatory matter, shall include the planning commission's recommendations for the following plan elements:

(i) a land use element that:

(A) designates the long-term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land as appropriate; and

(B) may include a statement of the projections for and standards of population density and building intensity recommended for the various land use categories covered by the plan;

(ii) a transportation and traffic circulation element consisting of the general location and extent of existing and proposed freeways, arterial and collector streets, mass transit, and any other modes of transportation that the planning commission considers appropriate, all correlated with the population projections and the proposed land use element of the general plan; and

(iii) an estimate of the need for the development of additional moderate income housing within the unincorporated area of the county, and a plan to provide a realistic opportunity to meet estimated needs for additional moderate income housing if long-term projections for land use and development occur.

(b) In drafting the moderate income housing element, the planning commission:

(i) shall consider the Legislature's determination that counties should facilitate a reasonable opportunity for a variety of housing, including moderate income housing:

(A) to meet the needs of people desiring to live there; and

(B) to allow persons with moderate incomes to benefit from and fully participate in all aspects of neighborhood and community life; and

(ii) may include an analysis of why the recommended means, techniques, or combination of means and techniques provide a realistic opportunity for the development of moderate income housing within the planning horizon, which means or techniques may include a recommendation to:

(A) rezone for densities necessary to assure the production of moderate income housing;

(B) facilitate the rehabilitation or expansion of infrastructure that will encourage the construction of moderate income housing;

(C) encourage the rehabilitation of existing uninhabitable housing stock into moderate income housing;

(D) consider general fund subsidies to waive construction related fees that are otherwise generally imposed by the county;

(E) consider utilization of state or federal funds or tax incentives to promote the construction of moderate income housing;

(F) consider utilization of programs offered by the Utah Housing Corporation within that agency's funding capacity; and

(G) consider utilization of affordable housing programs administered by the Department of Workforce Services.

(c) In drafting the land use element, the planning commission shall:

(i) identify and consider each agriculture protection area within the unincorporated area of the county; and

(ii) avoid proposing a use of land within an agriculture protection area that is inconsistent with or detrimental to the use of the land for agriculture.

(3) The proposed general plan may include:

(a) an environmental element that addresses:

(i) the protection, conservation, development, and use of natural resources, including the quality of air, forests, soils, rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources; and

(ii) the reclamation of land, flood control, prevention and control of the pollution of streams and other waters, regulation of the use of land on hillsides, stream channels and other environmentally sensitive areas, the prevention, control, and correction of the erosion of soils, protection of watersheds and wetlands, and the mapping of known geologic hazards;

(b) a public services and facilities element showing general plans for sewage, water, waste disposal, drainage, public utilities, rights-of-way, easements, and facilities for them, police and fire protection, and other public services;

(c) a rehabilitation, redevelopment, and conservation element consisting of plans and programs for:

(i) historic preservation;

(ii) the diminution or elimination of blight; and

(iii) redevelopment of land, including housing sites, business and industrial sites, and public building sites;

(d) an economic element composed of appropriate studies and forecasts, as well as an economic development plan, which may include review of existing and projected county revenue and expenditures, revenue sources, identification of basic and secondary industry, primary and secondary market areas, employment, and retail sales activity;

(e) recommendations for implementing all or any portion of the general plan, including the use of land use ordinances, capital improvement plans, community development and promotion, and any other appropriate action;

(f) provisions addressing any of the matters listed in Subsection 17-27a-401(2);
and

(g) any other element the county considers appropriate.

Amended by Chapter 212, 2012 General Session

17-27a-102. Purposes -- General land use authority.

(1) (a) The purposes of this chapter are to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each county and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values.

(b) To accomplish the purposes of this chapter, counties may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the unincorporated area of the county, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy-efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with a landowner's private property interests, height and location of vegetation, trees, and landscaping, unless expressly prohibited by law.

(2) Each county shall comply with the mandatory provisions of this part before any agreement or contract to provide goods, services, or municipal-type services to any storage facility or transfer facility for high-level nuclear waste, or greater than class C radioactive waste, may be executed or implemented.

Amended by Chapter 363, 2007 General Session

SUMMIT COUNTY HOUSING AFFORDABILITY ANALYSIS

An analysis of shelter cost burden for employee and resident households in three study areas that include Snyderville Basin, Park City and East County

April 3, 2012

Rosenthal & Assoc. Inc.
435.658.3700

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EXECUTIVE SUMMARY

This report is an analysis of housing cost burden¹ and potential affordable housing demand in three study areas that comprise Summit County – Snyderville Basin, East County and Park City². It is directed towards current conditions and does not address projected future conditions.

Methodology in this analysis is different from the more typical approach of aggregate analysis. This analysis is based on examination of potential housing demand characteristic of certain key affordable housing constituencies, termed “demand indicators”. Demand indicators are intended to be a representative subset of the kind and quantity of overall affordable housing demand. In the case of this analysis the demand indicators are comprehensive because the selected constituencies make up a large part of potential demand. This report also includes an aggregate analysis of demand which looks at the “economic mismatch” between the price of the housing stock and purchasing power of residents. This “mismatch” is not an affordable housing deficit. It is useful to give context to the cost burden analysis, and as another perspective to evaluate potential intervention measures and inform the policy discussion.

This analysis is intended to provide actionable intelligence for decision-makers. It looks at discrete categories of demand which are more readily quantifiable, are verifiable (focus groups, surveys, interviews, etc.) and are easier to understand and conceptualize. It provides a framework and focal point for understanding the current state of housing affordability. And it is the first step in a process of evaluation that will lead to an affordable housing policy and implementation plan – whether that plan be building units, providing financial assistance such as mortgage or down payment assistance or other forms of intervention that will provide affordable shelter for targeted beneficiaries. To remain useful, the picture of affordable housing demand presented here must be monitored and updated regularly.

The analytical approach used in this analysis stems from a different view as to the most effective way to meet affordable housing demand. In a given year only a limited number of units can be planned, funded, built, and occupied. This implies limited resources and a limited ability to impact affordable housing need. In turn, this requires a willingness to prioritize one constituency over another – an approach under which “all” demand (were that to be both static and quantifiable) will not be met, immediately. Instead the progress of the program will be guided, and clearly guided, by community priorities as to what type of housing and what type of resident will be of most benefit, now. Such an approach stands a better chance of achieving “buy-in”, which allows for the possibility that the program will be ongoing.

You will note that the component demand estimates in Figure 1 are not summed – a hypothetical total demand number is not presented. This report is not intended to provide that kind of estimate. Rather it is intended to provide an order of magnitude estimate of various categories of demand which can be separately evaluated, and as appropriate planned for further, more detailed analysis. Simply put, the thinking is to make this a working tool rather than a report formalizing an estimate of a possible affordable housing deficit in Summit County.

¹ A shelter cost burdened household is one that pays more than 30% of income for owner cost or rent.

² Snyderville Basin and East County refer to County defined a planning areas.

DEMAND INDICATORS

INTRODUCTION

Demand indicators provide a way of estimating housing cost burden³ and potential affordable housing demand, based on analysis of certain representative subsets of the population of affordable housing beneficiaries. Demand indicators in this analysis include the following:

1. Cost burdened renter households.
2. Local government essential service employees, public safety, school district and fire district employees who live out of area but prefer to live locally if affordable housing of the proper type and price were available.
3. Locally employed private-sector workers who live out of area but would to live locally if affordable housing were available (as above).
4. Local area renters with income adequate to support home purchase.
5. Cost burdened renters 65 years and older
6. Cost burdened homeowners.

Demand indicators represent an improved methodology compared to aggregate analysis because this approach looks at discrete and actionable categories of demand which are more readily quantifiable, and are verifiable (by means of focus groups, surveys, interviews, etc.). In the case of this analysis the demand indicators are comprehensive because the selected constituencies include most potential beneficiaries of an affordable housing program.

Cost burden and demand estimates developed here are intended to be followed up by further, more detailed, site and topic specific research, which includes the following:

- *Interviews with employers* to discuss the housing needs of employees in their particular business or business sector – characteristics that impact the kind of housing that should be provided such as family size, unit type, price range, tenure (rent or own) credit worthiness, down payment ability, etc.
- *Interview with multiple employers* across one sector of the local economy (retail, restaurant, recreation, etc.) to estimate aggregate demand and later at a more detailed level and perhaps accompanied by a survey, to validate that estimate if housing implementation plans are developed.
- *Focus groups* with interested community members to solicit input, discuss the implementation plan, and revise the plan so that it more closely aligns with community expectations.
- *Meetings with potential affordable housing beneficiaries* to confirm their level of interest, identify housing needs, financial challenges etc.
- *Neighborhood meetings* to discuss specific development proposals, their impact on the neighborhood, and their desirability.
- *Market studies* to evaluate specific development plans.

³ A shelter cost burdened household is one that pays more than 30% of income for owner cost or rent.

SUMMARY OF AFFORDABLE HOUSING DEMAND

FIGURE 1

AFFORDABLE HOUSING ANALYSIS							
<i>Potential Demand Presented by Selected Affordable Housing Constituencies</i>							
Category of Affordable Housing Demand	Current Residence	Household Income	Income Category	Affordable Purchase Price		Number of Households	
				Single Family	Multi Family		
Cost Burdened Renter Households (households that earn less than \$50,000 per year)	Park City	\$42,500	42% of AMI	\$163,900	\$127,600	189	
	Park City	\$27,500	27% of AMI	\$95,800	\$59,500	357	
	Park City	\$20,000	20% of AMI	\$61,800	\$25,500	238	
	Snyderville Basin	\$27,500	27% of AMI	\$95,800	\$59,500	46	
	Snyderville Basin	\$20,000	20% of AMI	\$61,800	\$25,500	210	
	East County	\$42,500	42% of AMI	\$163,900	\$127,600	190	
	East County	\$27,500	27% of AMI	\$95,800	\$59,500	172	
Public Sector Employees	East County	\$20,000	20% of AMI	\$61,800	\$25,500	84	
	Park City Municipal (Public Safety, Transit, Streets, Water,	\$60,093	60% of AMI	\$243,700	\$207,400	25	
	Summit County (Public Safety, Public Works, Health, Government Services, General Government	Outside of Summit County	\$64,359	64% of AMI	\$42,598	\$64,359	19
	Park City Fire Service District	\$56,305	56% of AMI	\$226,500	\$190,200	10	
Park City School District	\$57,895	58% of AMI	\$233,700	\$197,400	70		
Non-Resident Private Sector Employees	Income \$15,000 or Less	Salt Lake County, Wasatch County and other	\$32,224	32% of AMI	\$117,200	\$80,900	4,099
	Income \$15,000 to \$40,000		\$48,355	48% of AMI	\$190,400	\$154,100	2,530
	Income Greater than \$40,000		\$61,605	61% of AMI	\$250,500	\$214,200	1,784
Renters with Income Adequate to Support Home purchase	Income \$50,000 to \$75,000	Park City, Snyderville Basin, East County	\$62,500	62% of AMI	\$254,600	\$218,300	548
	Income \$75,000 to \$100,000		\$87,500	87% of AMI	\$368,000	\$331,700	439
	Income Greater than \$100,000		\$100,000	100% of AMI	\$424,700	\$388,400	474
Cost Burdened Renters 65 Years and Older	Park City, Snyderville Basin, East County					12	
Cost Burdened Home Owners	Park City					760	
	Snyderville Basin					1,678	
	East County					803	

Source – Renter cost burden from Figure 2. Public sector demand shown in Figure 5. Non-resident worker demand from Figure 6. High income renters from Figure 8. Cost burdened renters 65 years and older from Figure 9. Homeowner cost burden from Figure 10. AMI is HUD Area Median Income. 2012 AMI is \$100,300.

Figure 1 shows the components of potential affordable housing demand. For various reasons, actual demand in each category is almost certainly less than shown. The degree to which demand is overstated will be tested by further research. As written though, Figure 1 does it serve its intended purpose – to bound the affordable housing problem (it identifies relevant categories of demanders and an upside estimate for each) and to provide a focal point for discussion leading to the definition of policy, and an action plan.

The categories of demand analyzed in this report include existing residents who are cost burdened and two categories of “external demand” – public and private sector workers who are locally employed and who live out of area. External demand is a valid affordable housing constituency because resident employees are invested in the community, contribute to a stable labor force and are more readily available (especially important for essential service workers). As regards a resort area, resident employees are desirable because they are more effective in providing a continuing high level of service that will protect and enhance the reputation of the resort. A stable (resident) labor force is also most cost effective for employers.

As regards renters – cost burdened renters are a prime target of an affordable housing program. Low-end and very low end renters who are highly cost burdened (30% to 50%) live an impaired life. Whether they are in relatively more expensive Summit County or less expensive areas elsewhere, at the very low end of the scale, the degree of cost burden is so high that locale is less than significant. Some Summit County renters are at an income level that makes them capable of home purchase. Of course there are reasons why a financially able household does not purchase a home. However, given the possibility of an affordable purchase some may find it advantageous, and in so doing will contribute to the affordable housing program in that, as renters they may occupy units that are affordable to lower income households. As they move out of these units, the supply of affordable units effectively increases (at no cost to the affordable housing program).

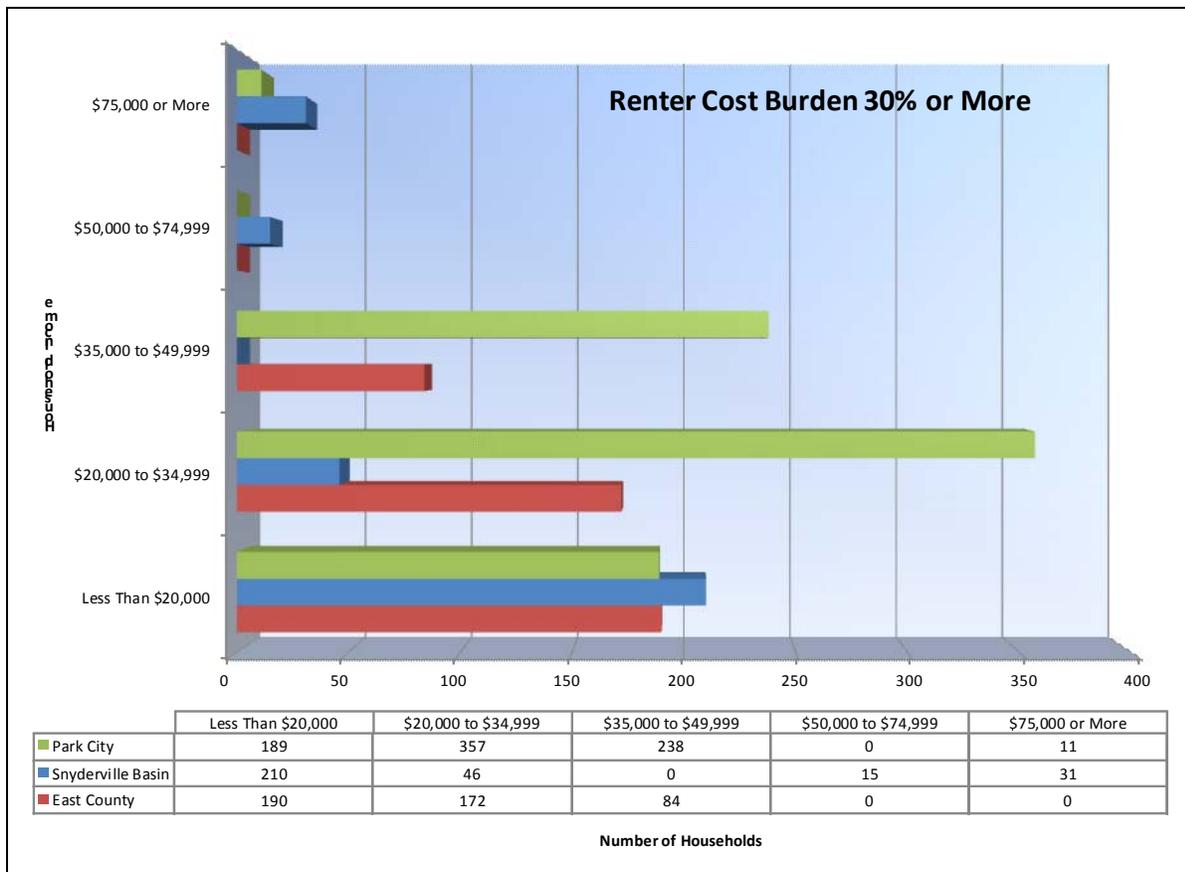
Cost burdened owners may not be addressed as a primary constituency in the affordable housing action plan. Their number is included here for reference.

RENTER COST BURDEN

Figure 2 shows cost burden and income for renter households.

- Of households that earn more than \$50,000, very few are cost burdened (11 of 468⁴ in Park City, and 46 of 677 in Snyderville Basin).
- For households that earn less than \$50,000, most are cost burdened (784 in Park City 256 in Snyderville Basin and 446 in East County).
- Some low-end renters are able to reduce their cost burden by obtaining subsidized units. However the supply is limited and as Figure 1 shows, there may be a number of these households, with income of only 22% or 27% of AMI⁵, that are in market rate units at very high cost.

FIGURE 2



Source – 2006-2010 American Community Survey 5-Year Estimates, Table B25074.

⁴ Cost burden analysis is based on the Census Bureau 2006 to 2010 American Community Survey. Cost burden tables the ACS includes a category for which cost burden is not computed. This is usually the same number as shown in complementary tables, for households that pay no cash rent. Because households that do not pay rent are not cost burdened, cost burden analysis in Figure 2 and elsewhere in this report excludes “Not Computed”.

⁵ 2012 Area Median Income.

In Figure 2 \$50,000 is selected as a cutoff point for low income renter households because at about \$50,000 renters earn too much to qualify for subsidies, and at the same time earn enough to potentially qualify for an affordable home purchase.

Figure 3 shows number of households with cost burden of 30% to 35% and greater than 35%.

FIGURE 3

RENTER COST BURDEN			
<i>Household Income \$50,000 or Less</i>			
	30% to 35%	Greater Than 35%	Total
	(cost burden)		
Park City	102	682	784
Snyderville Basin	0	256	256
East County	76	370	446

Source – 2006-2010 American Community Survey 5-Year Estimates, Table B25074.

Figure 4 shows rent affordable to various categories of employment, and rent if cost burden is 50% of income.

FIGURE 4

AFFORDABLE RENT						
<i>Household Income \$50,000 or Less</i>						
Job Description	Wages	Household Income	Affordable Shelter Cost (30% of income)	Utilities	Affordable Rent	Rent at 50% Cost Burden
			(per month)			
Minimum Wage (\$7.31 per hour)	\$15,200	\$32,224	\$806	(\$106)	\$699	\$1,236
Hospitality, Retail and service sector	\$23,144	\$43,738	\$1,093	(\$106)	\$987	\$1,716
Administrative and support services	\$33,180	\$54,376	\$1,359	(\$106)	\$1,253	\$2,159
Teacher, firefighter, PCMC public safety/streets/water/transit, county general government, health, sheriff	\$35,832	\$57,187	\$1,430	(\$106)	\$1,323	\$2,277

Source – income from Figure 12. Utilities cost from Figure 28.

LOCAL GOVERNMENT, EMERGENCY SERVICE WORKERS AND SCHOOL DISTRICT EMPLOYEES

Figure 5 shows one of the two categories of affordable housing “external demand” – demand from public sector employees. The number of these employees that have an interest in living in Summit County is as estimated by human resource and department managers. The estimates are knowledgeable but informal. There are plans, shortly, to develop an online survey for employees that have an interest in affordable housing in Summit County, to answer detailed questions about housing preference, financial capability, location, housing type, number of bedrooms, and other. By means of this survey housing planners can begin to distinguish between households with casual or unrealistic expectations, and those with a committed desire to live locally, realistic expectations and the wherewithal to purchase.

Figure 5

NONRESIDENT PUBLIC SECTOR EMPLOYEE HOUSEHOLDS								
<i>Potential Affordable Housing Demand</i>								
	Number of Staff			Average Wages	Household Income		Affordable Purchase Price	
	Total	Live Outside Summit County	Want to Live Locally		Income	% of HUD Area Median Income	Single Family	Multi Family
Park City Municipal (Public Safety, Transit, Streets, Water)	186	124	25	\$38,574	\$60,093	60%	\$243,700	\$207,400
Summit County (Public Safety, Public Works, Health, Govt. Services, General Government)	275	64	19	\$42,598	\$64,359	64%	\$263,000	\$226,700
Park City Fire Service District	92	62	10	\$35,000	\$56,305	56%	\$226,500	\$190,200
Park City School District (experienced teacher)	350	125	70	\$36,500	\$57,895	58%	\$233,700	\$197,400
Total	903	375	124					

Source – interview with department supervisors and human resource managers, January to March 2012.

Affordable purchase price in Figure 5 is calculated as shown in Figure 11 based on estimating assumptions which include down payment, current mortgage rate, closing costs, utility expense, real estate taxes, and property insurance, along with estimated household income. Surprisingly, Figure 5 shows that affordable multifamily price is less than single-family. Households can afford a higher single family price because the price of a multifamily unit is has the extra expense of a monthly condominium fee.

Household income and is calculated as shown in Figure 12. In general, the calculation assumes 1.5 workers per household; primary income corresponding average wages for the subject employee type; secondary income based on Summit County average wage as reported by the Utah Department of Workforce Services; and an estimate of additional income to recognize investments, non-cash benefits, tips, and other. Estimating assumptions are detailed in Figure 26.

NON-RESIDENT PRIVATE SECTOR WORKERS

Figure 6 shows the second category of “external demand” – that from nonresident private sector employees. Figure 6 is based on an employee home area destination analysis prepared by the Census Bureau that shows where workers live who are employed in Summit County (the report is summarized in Figure 7). Figure 6 shows that there are a number of nonresident employees – though how many have potential to live locally is not clear. Figure 6 does serve the purpose of highlighting this constituency and makes it clear that it is an appropriate subject for further, more detailed and topic-specific research.

FIGURE 6

NON-RESIDENT PRIVATE SECTOR EMPLOYEE HOUSEHOLDS									
<i>Potential Affordable Housing Demand</i>									
Employment Income	Park City	Snyderville Basin	East County	Total	Average Wages	Household Income		Affordable Purchase Price	
	(number of non-resident employees)					Income	% of HUD Area Median	Single Family	Multi Family
Income \$15,000 or Less	2,585	1,262	252	4,099	\$15,200	\$32,224	32%	\$117,200	\$80,900
Income \$15,000 to \$40,000	970	1,198	362	2,530	\$27,500	\$48,355	48%	\$190,400	\$154,100
Income Greater than \$40,000	832	702	251	1,784	\$40,000	\$61,605	61%	\$250,500	\$214,200
Total	4,387	3,161	865	8,413					

Source – wages and number of nonresident workers from US Census Bureau Local Employment Dynamics (LED), LED on the Map, Work Area Profile, Home destination and work destination reports. Calculation of the number of non-resident workers is detailed in Figure 25. Number of workers is adjusted to delete nonresident public sector employees. <http://lehd.did.census.gov/led/datatools/datatools.html>

FIGURE 7

WHERE WORKERS LIVE				
<i>Summit County Housing Affordability Analysis</i>				
	Park City	Snyderville Basin Planning Area	East County Planning Area	County Total
(number of employees)				
Total Jobs (workers) in The Study Area	9,431	5,303	2,076	16,810
Place of Residence for Study Area Workers				
Summit County, UT	4,733	2,142	1,147	8,022
Salt Lake County, UT	2,150	1,646	380	4,176
Wasatch County, UT	991	380	157	1,528
Other (Utah, Davis, Weber, Cache, Toole, Morgan and other)	1,557	1,135	392	3,084
Non-Resident Workers	4,698	3,161	929	8,788
Less - Non-Resident Public Sector Employees	(311)	0	(64)	(375)
Net Out of Area Employees	4,387	3,161	865	8,413

Source – number of employees is from Figure 23. Non-resident public-sector employees is from Figure 5 (allocation by area of residence is estimated).

The analysis in Figure 7 is based on primary jobs. It excludes secondary jobs which are thought to be primarily seasonal, resort related employees.

RENTERS WITH INCOME ADEQUATE TO SUPPORT HOME PURCHASE

A sizeable number of renter households appear to be financially able to afford home purchase (Figure 13).

In the Snyderville Basin (and similarly in Park City and East County) 695 renter households– 2/3 of the total – have income at or above \$50,000. These households could afford to purchase an affordable single family unit priced at or above \$197,900.

380 renter households – about 1/3 of the total – earn more than \$75,000. These households could afford a single family purchase of \$312,300. 22% of the housing stock is valued at or below this price which suggests that a number of these purchases could be for market rate units. These sales would not compete with lower income purchasers, for more affordable units.

There are 253 renter households – 1/4 of the total – that earn more than median income (\$100,300). Affordable price for these households is \$426,100 (the value of the median priced single-family unit in Snyderville basin). Presumably all or most of these purchases would be at market rate, again reducing competition for lesser priced and subsidized, affordable units.

FIGURE 8

INCOME OF RENTER HOUSEHOLDS				
<i>Summit County Housing Affordability Analysis</i>				
	Park City	Snyderville CDP	East County	Total
Total Renters	1,507	1,035	935	3,477
Renter households that earn 50% or more of AMI (\$50,150 per year)	468	695	298	1,461
Renter households that earn 75% or more of AMI (\$75,225 per year)	388	380	145	913
Renter households that earn 100% or more of AMI \$100,300 per year)	143	253	78	474

Source – 2006-2010 American Community Survey 5-Year Estimates, Table B250118..

COST BURDENED RENTERS 65 YEARS AND OLDER

There are very few cost burdened renter households among the population 65 years and older – 12, in Snyderville Basin as shown below in Figure 9.⁶

There are no seniors in group quarters, and based on the demographic profile, no other special housing needs are associated with this population.

FIGURE 9

DEMOGRAPHIC PROFILE OF THE POPULATION 65 YEARS AND OLDER						
<i>Summit County Housing Affordability Analysis</i>						
	Park City	Snyderville Basin	East County	Total	County	% of County
Population						
in Households	639	729	1,006	2,374	35,295	7%
In Group Quarters	0	0	0	0		
Housing Units						
Total	394	452	697	1,543	13,600	11%
Single Family Owned	343	373	661	1,377	9,269	15%
Rental Units						
With Cash Rent	0	27	4	31	3,257	1%
No Rent	22	25	0	47		
Renter Cost Burden						
More than 30%	0	12	0	12		
Less than 30%	0	15	4	19		
Household Size	1.62	1.61	1.44	1.54	2.59	
Household Type						
Married	259	335	324	918		
Male householder, no wife present:	0	14	29	43		
Female householder, no husband present:	7	27	46	80		
Living alone:	116	76	283	475		
Income						
Less than \$25,000	25%	13%	26%	22%		
\$25,000 to \$50,000	18%	15%	36%	25%		
More than \$50,000	56%	73%	38%	53%		

Source – 2006-2010 American Community Survey 5-Year Estimates, Tabs b09017, b25125, b25055, b25052, b25011, b19037..

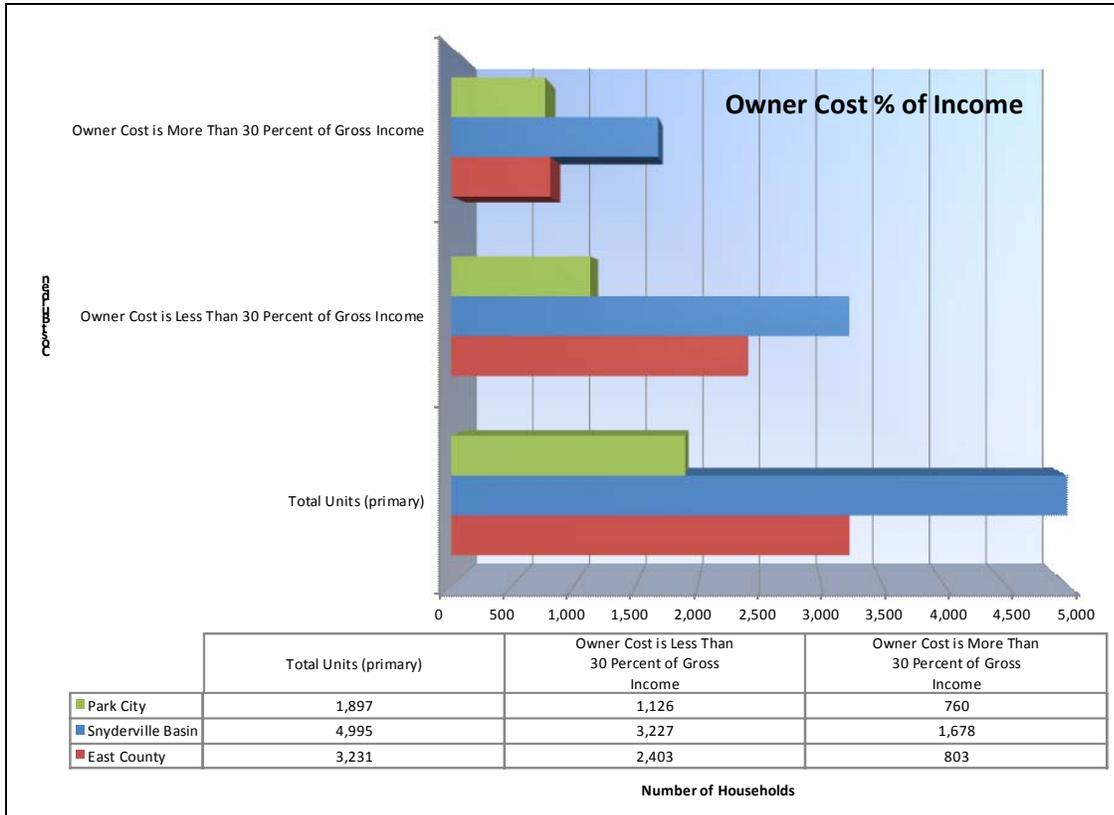
⁶ These 12 households are included in the earlier described category of renter households with cost burden in excess of 30%. They are highlighted here because this is a noteworthy segment of the population.

OWNER COST BURDEN

About one third of homeowners in the study area are cost burdened at least than 30% of income – 34% Snyderville Basin, 25% in East County, and 40% in Park City. More than 10% pay more than 50% of income for housing expense.

Cost burdened owners may not be addressed as a primary constituency, in an affordable housing action plan. Their number is included here for reference.

FIGURE 10



Source – 2006-2010 American Community Survey 5-Year Estimates, Table B25091..

HOUSING AFFORDABILITY

PRICE GAP

The housing affordability “price gap” is a comparison of affordable purchase price against home value. The magnitude of the gap is indicative of the degree to which income is outstripped by housing cost. Figure 11 shows the price gap for Park City and the Snyderville Basin, and shows that there is no price gap in the East County (meaning that in that study area, average income is adequate purchase the median priced home)..

FIGURE 11

HOUSING PRICE GAP				
<i>Market Value Compared to Affordable Purchase Price</i>				
	Estimating Assumptions	Single Family & Multi Family (Primary)		
		Park City	Snyderville CDP	East County
Household Income				
Summit County Average Monthly Wage (Utah DWS 2011	\$2,986	\$35,832		
Other Earnings (tips, bonus, overtime, incentives	3.0%	\$1,075		
Other Income (investments, non-cash benefits	3.0%	\$1,075		
Workers per Household (# FTE)	1.51	\$57,187		
Purchase Price Assumptions				
Shelter Cost % of income	30.0%			
Property Insurance				
Insured Value (value of improvements)	60.0%			
Average Cost (% of insurable value)	0.75%			
Real Estate Tax				
Estimated Average Tax Rate	0.92%			
Taxable value (primary res.) % of Market Value	55%			
Utilities (gas, elec. Telephone - per month)	\$147			
Down Payment (% of purchase price)	5.0%			
Mortgage Rate	4.33%			
Mortgage Term	30			
Condominium Fee (per month)	\$200			
Closing Cost	\$2,500			
Affordable Purchase Price				
Household Income (per month)		\$4,766	\$4,766	\$4,766
Shelter Cost % of income		30%	30%	30%
Maximum Monthly Housing Cost		\$1,430	\$1,430	\$1,430
Property Insurance		(\$86)	(\$86)	(\$86)
Real Estate Tax		(\$97)	(\$97)	(\$97)
Utilities		(\$147)	(\$147)	(\$147)
Condominium Fee		\$0	\$0	\$0
Monthly Mortgage Payment		\$1,099	\$1,099	\$1,099
Mortgage Amount		\$221,460	\$221,460	\$221,460
Down Payment		\$11,524	\$11,524	\$11,524
Closing Cost		(\$2,500)	(\$2,500)	(\$2,500)
Affordable Purchase Price (rounded)		\$230,484	\$230,484	\$230,484
Housing Unit Market Value				
2011 Average of Median Market Value 600 to 1,599 sq. ft. Units (value per sq. ft.)		\$395	\$387	\$195
Summit County Assessor's Office dataset)				
Unit Area (unit equivalent, sq. ft.)		900	900	900
Market Value (rounded)		\$355,500	\$348,500	\$175,500
Price Gap (per UE) Affordable Purchase Price				
Compared to Median Market Value		(\$125,016)	(\$118,016)	\$0

Source – estimating assumptions are detailed in Figure 26. Affordable purchase price is calculated based on average income for a Summit County employed household (\$57,187). Purchase price is calculated as the percent value of monthly Mortgage Payment.

Affordable price is calculated as shown below in Figure 12. Market value is calculated based on data provided by the Summit County Assessor’s Office. The price gap is expressed in terms of cost per U.E (“unit equivalent”). A unit equivalent is the planning definition of one residential equivalent unit of development, and is 900 square feet.

INCOME AND AFFORDABLE PURCHASE PRICE

Figure 12 illustrates affordable purchase price for typical categories of local employment. Its purpose is to give context to the earnings/price disparity that exists in the local market. It shows that most local employees that support basic Summit County businesses cannot afford local home purchase – even including emergency service workers who should live close to their place of employment. As shown below, jobs at 79% of maximum earning potential – most jobs in the County – generate annual household income of about \$57,187. This will support a purchase price of about \$230,500 which is about 1% of the housing stock in the Snyderville Basin. These potential purchasers are prime candidates for an affordable housing program.

FIGURE 12

HOUSEHOLD INCOME AND AFFORDABLE PURCHASE PRICE																																				
<i>Jobs in Summit County</i>																																				
Household Income % of HUD AMI	Wages				Other Income			Household Income	Notes																											
	Primary Job		Part-time Job		Tips, Overtime and Other Earnings	Investments, Non-Cash Benefits & Other Income																														
	Wages (annual)	FTE	FTE	Wages (annual)																																
32%	\$15,200	1.0	0.51	\$15,200	3%	3%	\$32,224	Primary jobs in this group comprise 72% of all private sector jobs in the County 14% of jobs 75% of Median Income 5% of jobs HUD Median Income (2012) 2% of jobs Income required to purchase Snyderville Basin Median Single Family																												
44%	\$23,144	1.0	0.51	\$18,118	3%	3%	\$43,738																													
54%	\$33,180	1.0	0.51	\$18,118	3%	3%	\$54,376																													
<i>Utah DWS Average for Summit County</i>	\$35,832	1.0	0.51	\$18,118	3%	3%	\$57,187																													
75%	\$52,849	1.0	0.51	\$18,118	3%	3%	\$75,225																													
100%	\$76,505	1.0	0.51	\$18,118	3%	3%	\$100,300																													
122%	\$96,911	1.0	0.51	\$18,118	3%	3%	\$121,930																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Affordable Purchase Price</th> </tr> <tr> <th></th> <th>Single Family</th> <th>Multi Family</th> </tr> </thead> <tbody> <tr> <td>\$32,224 Minimum Wage Household</td> <td>\$117,200</td> <td>\$80,900</td> </tr> <tr> <td>\$43,738</td> <td>\$169,500</td> <td>\$133,200</td> </tr> <tr> <td>\$54,376</td> <td>\$217,700</td> <td>\$181,400</td> </tr> <tr> <td>\$57,187 <i>Summit County Average Wages</i></td> <td>\$230,500</td> <td>\$194,200</td> </tr> <tr> <td>\$75,225</td> <td>\$312,300</td> <td>\$276,000</td> </tr> <tr> <td>\$100,300</td> <td>\$426,100</td> <td>\$389,800</td> </tr> <tr> <td>\$121,930 Income required to purchase Snyderville Basin Median Single Family</td> <td>\$524,300</td> <td>\$488,000</td> </tr> </tbody> </table>										Affordable Purchase Price				Single Family	Multi Family	\$32,224 Minimum Wage Household	\$117,200	\$80,900	\$43,738	\$169,500	\$133,200	\$54,376	\$217,700	\$181,400	\$57,187 <i>Summit County Average Wages</i>	\$230,500	\$194,200	\$75,225	\$312,300	\$276,000	\$100,300	\$426,100	\$389,800	\$121,930 Income required to purchase Snyderville Basin Median Single Family	\$524,300	\$488,000
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Source – estimating assumptions are detailed in Figure 26. Utah DWS wages is the average for Summit County, 2011 Q2 and is typical of earnings for public sector employees. Hospitality and Administrative wages are from Figure 29. Median single family market value in Park City and East County is \$615,300 and \$238,300, respectively. Requisite annual primary job earnings are \$116,000 and \$38,000.

In Figure 12 income shown as a percent of HUD AMI is an analytical convention used to characterize the degree of difficulty in providing affordable shelter. Standard analytical categories are 30%, 50%, and 80% of AMI. 2012 Summit County AMI is \$100,300. As a point of reference, a fully employed minimum wage household earns about \$32,224, which is 32% of AMI. This is nearly the lowest defined income category and is the most difficult to serve. Most local employees (teachers, firefighters, local government, essential service workers, hospitality employees, etc.) earn at or below 57% of AMI. The top 7% of the highest paying jobs earn 100% of AMI.

AGGREGATE COST BURDEN ANALYSIS

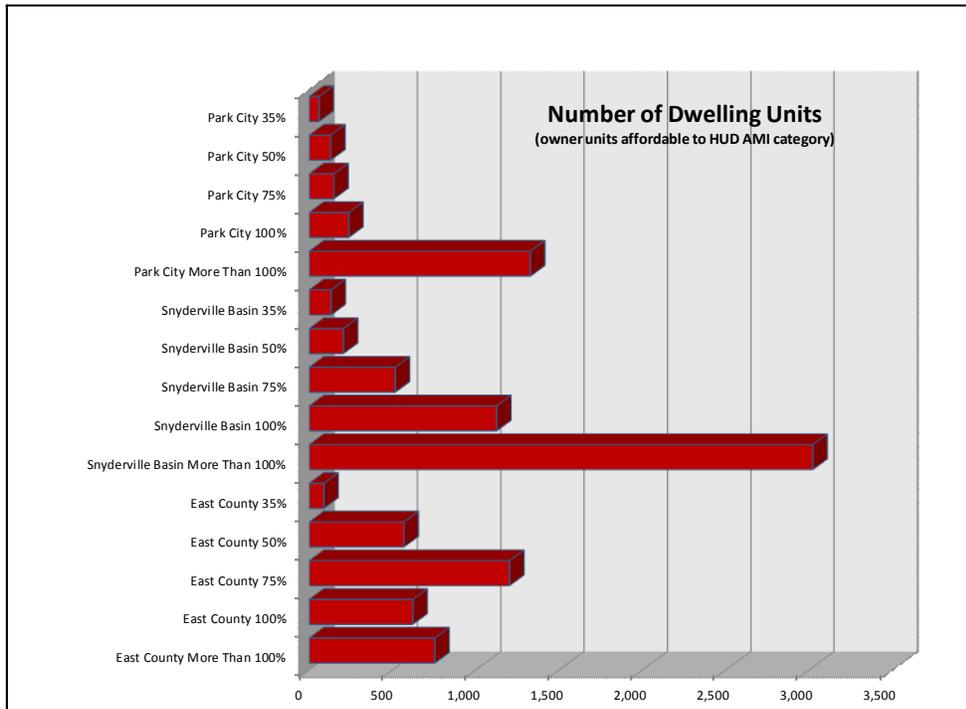
Aggregate analysis of a housing market provides a way of illustrating the “economic mismatch” that exists between income and value – i.e. the difference between the profile of market value and that of purchasing power based on income. This mismatch is often termed an affordable housing “deficit”. This is misleading because by definition every household that exists in a housing market lives in a housing unit, meaning that there is no physical shortage of units⁷ even though there may be a significant dislocation between prices and income.

Although not a measure of affordable housing deficit, aggregate analysis is useful as an indicator of the potential for physical rehab and other intervention measures such as mortgage or down payment assistance, that could be used to reduce the effective cost of housing, and in so doing reduce the cost burden and better align the market with income. Aggregate analysis is a maximum estimate of “economic mismatch”. Some of this apparent dislocation is intentional and desirable – fixed income households that occupy high value seemingly unaffordable, but paid-for units; households that occupy units that have appreciated over time (high value, but an affordable mortgage payment); households that intentionally spend more than 30% of income for shelter cost.

Figure 13 shows the price profile of the housing stock in Summit County (number of units that are affordable to households in each income category). Figure 14 shows the income profile of households (number of households in each income category). A comparison of the two in Figure 15 shows the “economic mismatch”.

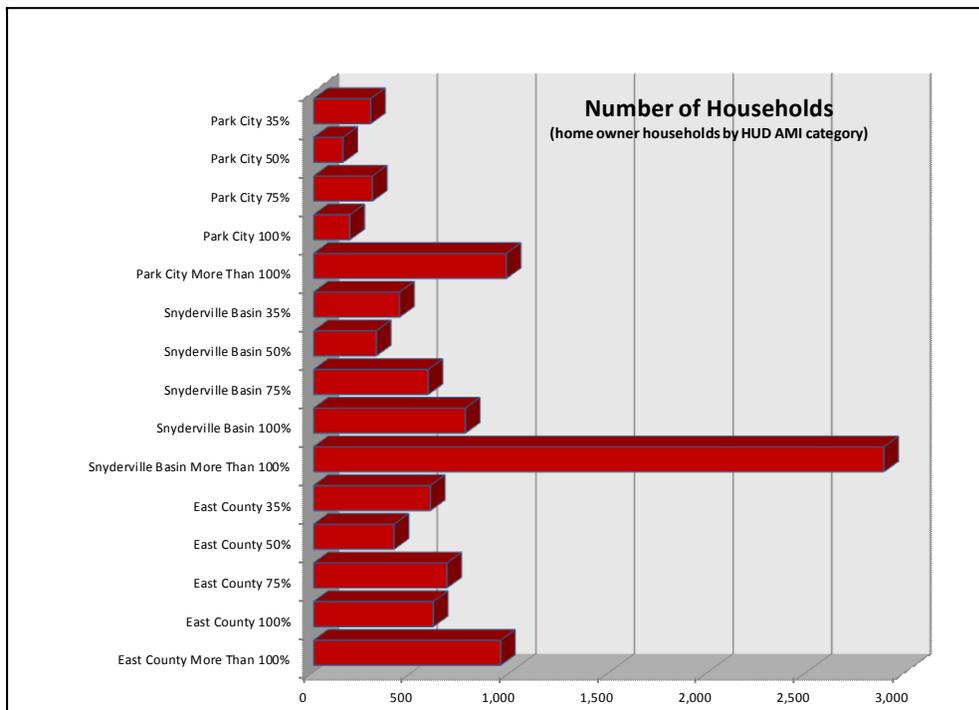
⁷ With obvious exceptions that fall outside this particular analysis.

FIGURE 13



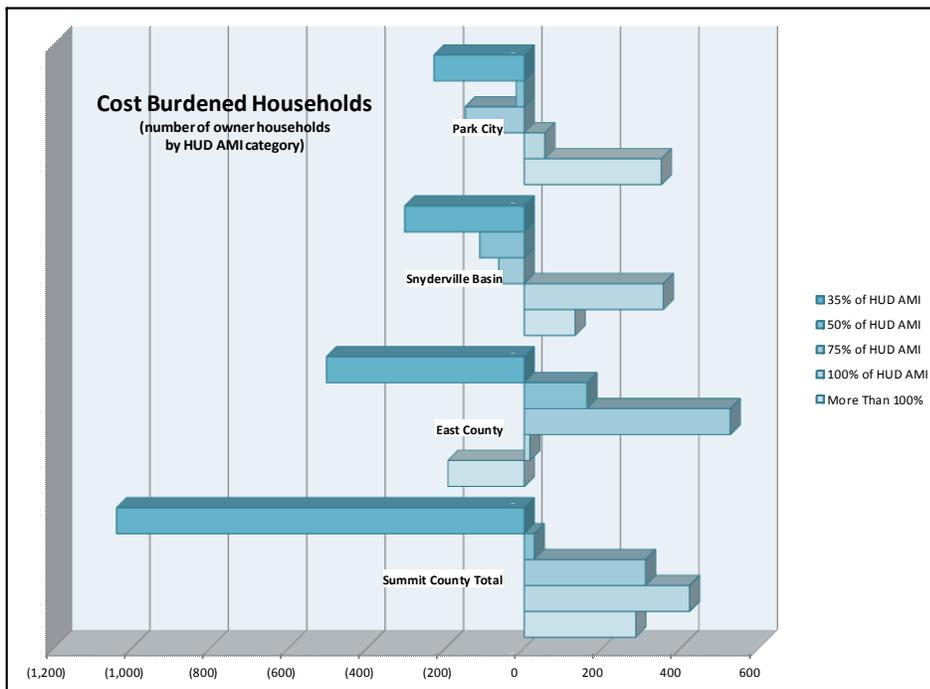
Source – analysis of 2011 market value data provided by the Summit County Assessor's Office.

FIGURE 14



Source – 2006-2010 American Community Survey 5-Year Estimates, Table 25118. 2010 dollars. Census data is provided for Summit County, Park City, and the Park City School District. The data is recast to show totals for the three affordable housing study areas – Park City, Snyderville Basin and East County.

FIGURE 15



Source – Figure 13 and Figure 14. Household income is expressed in 2010 dollars. Market Value is for 2011. Given the low-growth housing market, the difference is assumed to be negligible.

PLANNED NEW AFFORDABLE UNITS

Following is a list of affordable units that currently under construction, or are approved for construction.

FIGURE 16

POTENTIAL FUTURE AFFORDABLE UNITS		
<i>Units Provided by Private Sector Developers (uncertain timing)</i>		
Type	Approved or Under Construction	
(as of March 2012)		
Units Committed to Park City Municipal		
Flagstaff Mountain/Empire Pass Annexation		42
IHC/USSA Annexation		28
Park City Heights Annexation		16
Marsac Avenue (Habitat for Humanity)		2
Park City Heights		35
1440 Empire Avenue (Bonanza Park AUEs)		
Lower Park Avenue RDA		
Treasure Hill		
Total		123
Units Committed to Summit County		
Liberty Peak Apartments	Rental	152
Total		398

Source – Park City Sustainability Department and Summit Planning Department.

DEMOGRAPHIC PROFILE

Demographic characteristics shown here do not directly support the foregoing analysis, but are included here as a reference in service of further analysis, as policy and action plan discussions proceed.

FIGURE 17

DEMOGRAPHIC PROFILE			
<i>Summit County Housing Affordability Analysis</i>			
	Park City	Snyderville Basin	East County
Population	7,553	15,828	11,914
Housing Units	9,444	8,072	7,505
Housing Unit Occupancy Status			
Total	9,444	8,072	7,505
Occupied	3,404	6,030	4,166
Vacant	6,040	2,042	3,339
Housing Unit Vacancy Status			
Total	6,040	2,042	3,339
For rent	232	341	69
Rented, not occupied	0	9	59
For sale only	226	49	49
Sold, not occupied	68	118	165
For seasonal, recreational, or occasional use	5,465	1,525	2,926
For migrant workers	0	0	0
Other vacant	49	0	71
Population in Occupied Housing Units			
Total	7,553	15,774	11,914
Owner occupied	4,361	13,699	9,014
Renter occupied	3,192	2,075	2,900
Households			
Total	3,404	6,030	4,166
Owner Occupied	1,897	4,995	3,231
Renter Occupied	1,507	1,035	935
Household Size			
Total	2.22	2.62	2.86
Owner Occupied	2.30	2.74	2.79
Renter Occupied	2.12	2.00	3.10
Households by Family Type			
Total	3,404	6,030	4,166
Owner Households	1,897	4,995	3,231
Non family	563	973	629
Family	1,334	4,022	2,602
Renter Households	1,507	1,035	935
Non family	660	556	147
Family	847	479	788

Source – . 2006-2010 American Community Survey 5-Year Estimates, Table,,,tbd

FIGURE 18

HOUSEHOLD SIZE BY NUMBER OF BEDROOMS				
<i>Summit County Housing Affordability Analysis</i>				
Census PUMA 400		PUMA 400 Extrapolated for Affordable Housing Study Areas Planning		
# Bedrooms	Household Size	Park City	Snyderville Basin	East County
Owner Units - Single Family				
1	1.74	1.34	1.60	1.63
2	2.01	1.55	1.85	1.89
3	2.70	2.08	2.48	2.53
4	3.24	2.50	2.99	3.04
5	3.87	2.99	3.57	3.63
Census Actual (average)	2.97	2.30	2.74	2.79
Rental Unit - Single Family				
1	1.36	1.00	0.94	1.46
2	2.12	1.55	1.47	2.27
3	3.09	2.26	2.14	3.31
4	3.42	2.51	2.38	3.67
5	4.49	3.29	3.11	4.81
Census Actual (average)	2.89	2.12	2.00	3.10
Rental Unit - Multi Family				
1	1.43	1.18	1.12	1.73
2	2.55	2.10	1.99	3.08
3	3.46	2.86	2.70	4.18
4	4.08	3.37	3.19	4.94
Census Actual (average)	2.56	2.12	2.00	3.10

Source – calculated based on *Public Use Microdata Sample*, (PUMS), United States, prepared by the U.S. Census Bureau

FIGURE 19

HOUSEHOLD INCOME FOR RENTERS				
<i>Summit County Housing Affordability Analysis</i>				
Census PUMA 400		PUMA 400 Extrapolated for Affordable Housing Study Areas Planning		
Household Size (persons)	Average Income (2010)	Park City	Snyderville Basin	East County
All Renter Households				
1	\$29,780	\$32,462	\$48,596	\$28,085
2	\$47,311	\$51,572	\$77,205	\$44,619
3	\$44,515	\$48,524	\$72,643	\$41,982
4	\$61,975	\$67,556	\$101,134	\$58,448
5	\$48,431	\$52,793	\$79,033	\$45,675
Renter Households That Earn \$50,000 or Less				
1	\$19,380	\$38,669	\$57,889	\$33,455
2	\$22,684	\$45,260	\$67,756	\$39,158
3	\$29,825	\$59,508	\$89,086	\$51,485
4	\$29,448	\$58,756	\$87,960	\$50,834
5	\$33,498	\$66,837	\$100,058	\$57,826
Renter Households That Earn More Than \$50,000				
1	\$84,450	\$49,039	\$73,413	\$42,427
2	\$86,734	\$50,365	\$75,399	\$43,575
3	\$87,237	\$50,657	\$75,836	\$43,827
4	\$85,882	\$49,870	\$74,658	\$43,146
5	\$74,756	\$43,410	\$64,986	\$37,557

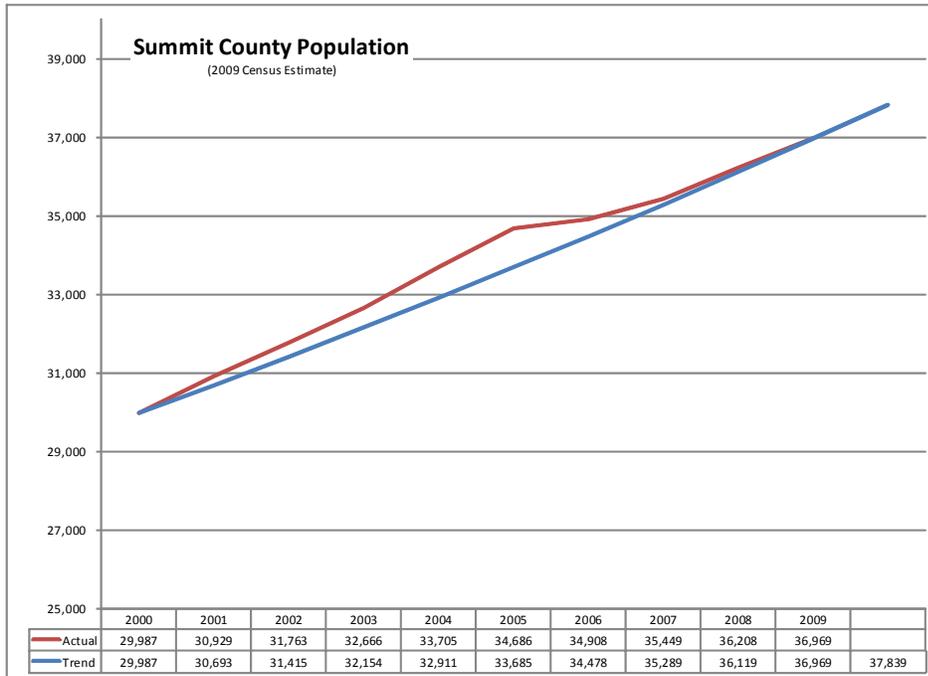
Source – calculated based on 2006-2010 American Community Survey 5-Year Estimates , *Public Use Microdata Sample*, (PUMS), United States, prepared by the. U.S. *Census Bureau*

FIGURE 20

UTAH COUNTIES IN PUMA 400	
<i>2006-2010 ACS 5-year Public Use Microdata Samples (PUMS)</i>	
	Population
Carbon County	19,989
Daggett County	941
Duchesne County	17,948
Emery County	10,629
Grand County	9,660
Morgan County	8,908
San Juan County	15,049
Summit County	36,969
Uintah County	31,536
Wasatch County	21,600
Total	173,229

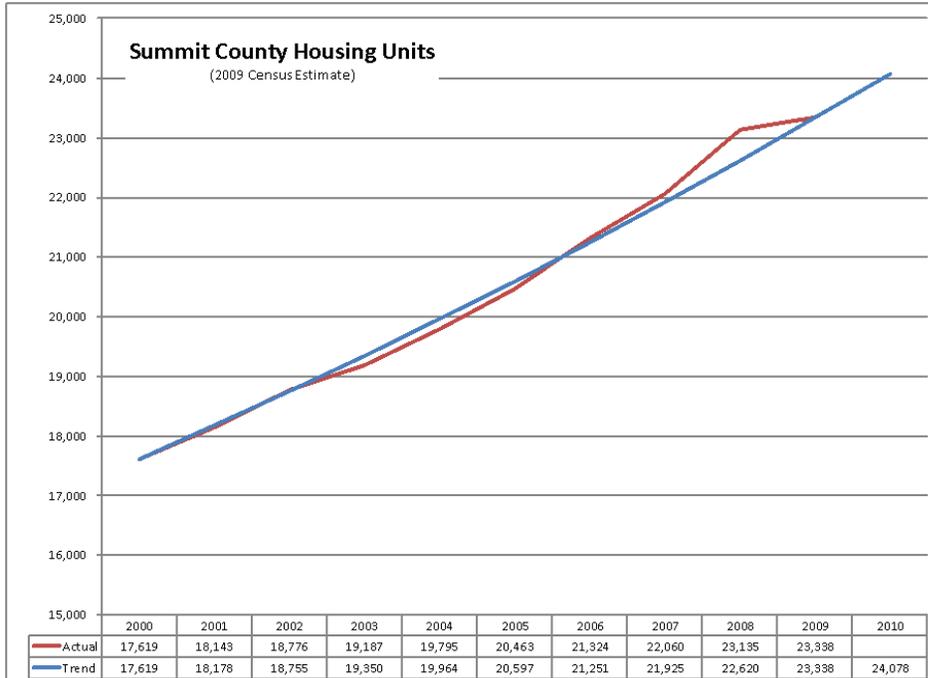
Source – 2006-2010 American Community Survey 5-Year Estimates , *Public Use Microdata Sample*, (PUMS), United States, prepared by the. U.S. *Census Bureau*

FIGURE 21



Source – .US Census Bureau Population Estimates, Intercensal Estimates for Summit County population, 2009 - <http://www.census.gov/popest/data/datasets.html>

FIGURE 22



Source – .US Census Bureau Population Estimates, Intercensal Estimates for Summit County population, 2009 - <http://www.census.gov/popest/data/datasets.html>

APPENDIX

EMPLOYEE HOME AND DESTINATION

FIGURE 23

WHERE WORKERS LIVE						
<i>Summary of LED Home Area Destination Report for Summit County</i>						
	Park City		Snyderville Basin Planning Area		East County Planning Area	
	(number of workers in each study area)					
Total Jobs (workers) in The Study Area	9,431		5,303		2,076	
Study Area Residents Who Have Jobs	3,906		7,589		3,450	
Live & Work in The Study Area	1,911		1,182		923	
Place of Residence for Study Area Workers						
Summit County, UT	4,733		2,142		1,147	
Salt Lake County, UT	2,150		1,646		380	
Wasatch County, UT	991		380		157	
Other	1,557		1,135		392	
Total	9,431		5,303		2,076	
Detailed Place of Residence for Study Area Workers						
Summit County, UT						
Park City city, UT	1,911		556		70	
Snyderville CDP, UT	908		427		56	
Summit Park CDP, UT	778		529		64	
Silver Summit CDP, UT	496		226		34	
Kamas city, UT			0		243	
Other Summit County	640		404		680	
Salt Lake County, UT						
Salt Lake City , UT	712		448		81	
Millcreek CDP, UT	325		232		51	
Sandy city, UT	197		143		35	
West Valley City , UT	111		109		26	
Other Salt Lake County	805		714		187	
Wasatch County, UT						
Heber city, UT	723		293		112	
Other Wasatch County	268		87		45	
Utah County, UT	476		352		83	
Davis County, UT	251		224		96	
Weber County, UT	104		115		92	
Cache County, UT	91		85		17	
Tooele County, UT	60		60		14	
Morgan County, UT	47		32		23	
All Other Locations	528		267		67	
Total	9,431		5,303		2,076	
Characteristics of Workers						
Male	5,273	56%	2,971	56%	1,346	65%
Female	4,158	44%	2,332	44%	730	35%
Age 29 or younger	3,427	36%	2,124	36%	609	29%
Age 30 to 54	4,563	48%	2,568	48%	1,181	57%
Age 55 or older	1,441	15%	611	15%	286	14%
Income \$15,000 or Less	5,190	55%	2,117	40%	563	27%
Income \$15,000 to \$40,000	2,571	27%	2,009	38%	810	39%
Income More than \$40,000	1,670	18%	1,177	22%	703	34%

Source – .US Census Bureau Local Employment Dynamics (LED), LED on the Map, Work Area Profile, Home destination and work destination reports. <http://lehd.did.census.gov/led/datatools/datatools.html>. The LED analysis is reported in terms of Park City, Park City School District and Summit County, and is here recast in terms of the three affordable housing study areas.

FIGURE 24

WHERE RESIDENTS ARE EMPLOYED			
<i>Summit County Housing Affordability Analysis</i>			
	Park City	Snyderville Basin Planning Area	East County Planning Area
	(number of workers in each study area)		
Total Jobs (workers) in The Study Area	9,431	5,303	2,076
Study Area Residents Who Have Jobs	3,906	7,589	3,450
Live & Work in The Study Area	1,911	687	790
Place of Work for Study Area Residents			
Summit County, UT	2,537	3,825	1,660
Salt Lake County, UT	882	2,780	876
Wasatch County, UT	25	76	107
Other	462	908	807
Total	3,906	7,589	3,450
Detailed Place of Work for Study Area Resic			
Summit County, UT			
Park City city, UT	1,911	2,362	460
Snyderville CDP, UT	329	687	157
Silver Summit CDP, UT	76	183	203
Summit Park CDP, UT	70	229	50
Kamas city, UT		0	247
Other Summit County	151	364	543
Salt Lake County, UT			
Salt Lake City city, UT	443	1,319	323
Murray city, UT	69	220	61
West Valley City city, UT	61	272	103
Sandy city, UT	60	150	60
Millcreek CDP, UT	49	170	47
Other Salt Lake County	200	649	282
Utah County, UT			
Provo city, UT			0
Other Utah County	135	257	197
Davis County, UT	91	193	124
Weber County, UT	54	147	116
Cache County, UT	37	80	52
Wasatch County, UT	25	76	107
Uintah County, UT		35	22
Uinta County, WY		0	61
Sweetwater County, WY		0	47
All Other Locations	145	196	188
Total	3,906	7,589	3,450
Characteristics of Residents			
Male	2,124		1,953
Female	1,782		1,497
Age 29 or younger	1,271		1,153
Age 30 to 54	2,053		1,775
Age 55 or older	582		522
Income \$15,000 or Less	1,839		1,179
Income \$15,000 to \$40,000	1,075		1,305
Income More than \$40,000	992		966

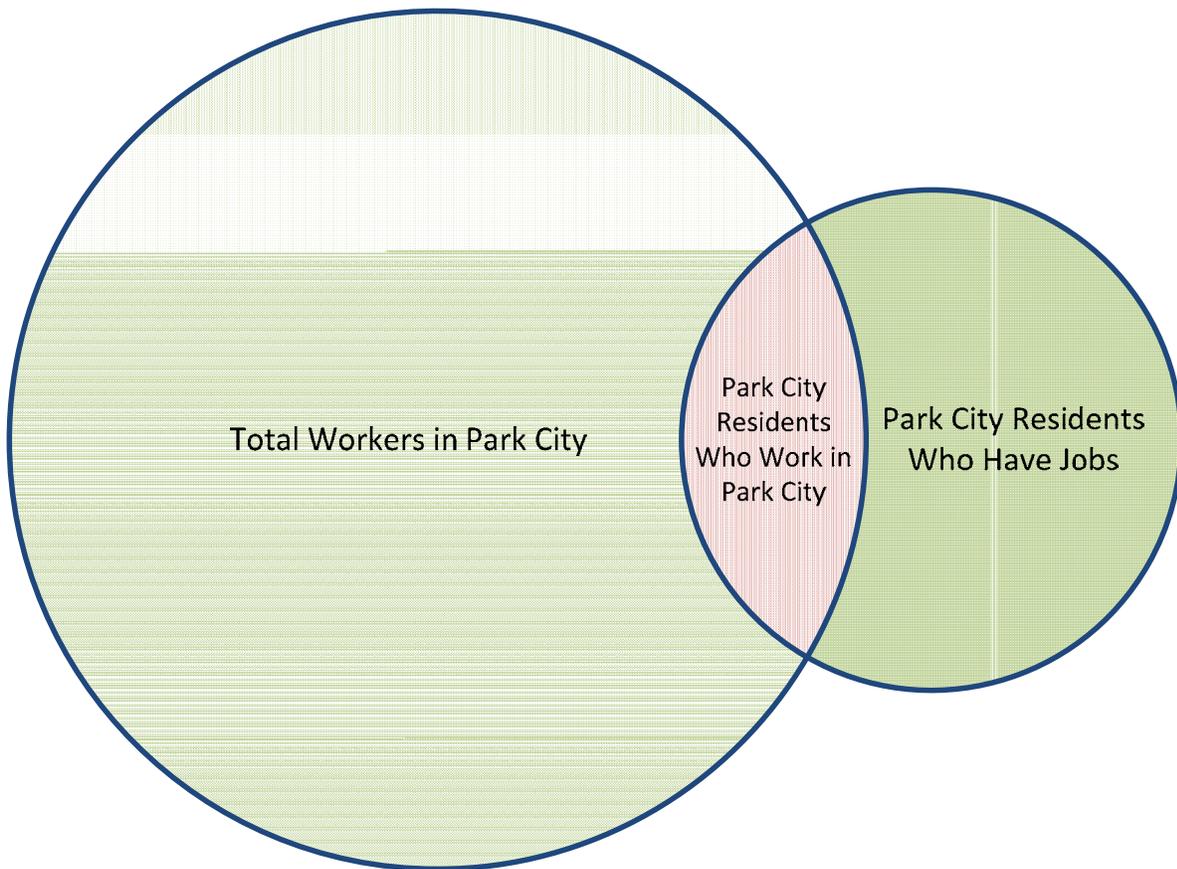
Private sector primary jobs - 2009

Source – .US Census Bureau Local Employment Dynamics (LED), LED on the Map, Work Area Profile, Home destination and work destination reports. <http://lehd.did.census.gov/led/datatools/datatools.html>

Figure 25 illustrates the concept of home area/work area destination reports.

FIGURE 25

Illustration of A Work Area Origin and Destination
Profile
Using Park City as An Example



HOUSING PRICE GAP SOURCE NOTES

This section shows source notes and supporting calculations for the housing affordability “price” gap calculated in Figure 11.

FIGURE 26

HOUSING PRICE GAP SOURCE NOTES	
Summit County Housing Affordability Analysis	
Description	Estimating Assumptions Source Notes
Household Income	Income is calculated assuming employment in Summit County, and based on the average
Summit County Average Monthly Wage	Average monthly wages for Summit County - Q2 2011 - State of Utah Workforce Services. http://jobs.utah.gov/jsp/wi/utalmis/gotoCounties.do
Other Earnings (tips, bonus, overtime, incentives)	Estimate
Other Income (investments, non-cash benefits)	Estimate
Workers per Household (# FTE)	Data source is Census Transportation Planning Products - calculated value using Tables 14100 and 13100 - workers per household and number of households for Utah urban, 2009 - http://data.ctpp.transportation.org/CTPP/TableViewer/document.aspx?ReportId=1786
Part-time job earnings	Part-time wages are 50% of Summit County average wages.
Purchase Price Assumptions	
Shelter Cost % of Income	This is a commonly used measure of shelter cost burden
Estimated Property Insurance	
Insured Value (improvements % of market value)	Estimate. Assumes that homeowners insurance is calculated based on the value of improvements, not including land.
Estimated Average Rate (% of insurable value)	This is an estimate.
Estimated Real Estate Tax	
Est. Avg Tax Rate	Estimated as the average of 2011 tax rates for assessment districts 10, 13, 27, 29. Estimate is calculated as shown in the Appendix, Figure labeled "Estimated Real Estate Tax")
Taxable value (primary res.) % of Market Value	Summit County primary residential taxable value % of market value
Utilities (gas, and electricity)	The estimate is calculated as shown in the Appendix, Figure labeled "Estimated Average Utility Expense")
Down Payment (% of purchase price)	Estimate of typical down payment for affordable unit, from Mountainlands Community Housing
Mortgage Rate	MCHT estimate
Mortgage Term	MCHT estimate
Condominium Fee (per month)	MCHT estimate. This is not used in the calculation of the single family price gap.
Closing Cost	MCHT estimate
Affordable Purchase Price	
Household Income (per month)	Monthly household income (from annual income as calculated as above).
Shelter Cost % of Income	From Shelter Cost % of Income, above
Maximum Housing Payment (per month)	Calculated as the product of income and shelter cost burden.
Property Insurance	Calculated as the product of affordable purchase price, insured value, and estimated rate.
Real Estate Tax	Calculated as the product of affordable purchase price, taxable value, and estimated rate.
Utilities	From utilities cost as calculated above
Condominium Fee	Used only for the calculation of of multi family price gap.
Monthly Mortgage Payment	Calculated as Maximum Monthly Housing Cost less Property Insurance, Real Estate Tax and utilities and Condominium Fee (multi family only)
Mortgage Amount	Calculated as the present value of Monthly Mortgage Payment, Mortgage Rate and Term
Down Payment	Calculated as the product of Affordable Purchase Price and Down Payment %.
Closing Cost	From Closing Cost, above
Affordable Purchase Price (rounded)	Calculated as the sum of Mortgage Amount and Down Payment, less Closing Cost.
Housing Unit Market Value	Housing unit value is calculated using 2011 market value from the Summit County Assessor's Office.
2011 median market value per sq. ft.,	The average of median per square foot market values for single family/multi family units 600 to 1,599 square feet. Square foot value is calculated as the quotient of market value and square footage. Square footage includes basement and living area. Market value for the Snyderville Basin Planning Area is calculated based real estate assessment districts for the Park City School District (not including Park City) - assessment districts include 10,11,12,13,14,28,29,30,56,57. Market value for the East County planning area includes all Summit County assessment districts, less the Snyderville Basing Planning Area and Park City (districts 6,7,8,9,60,61,61)
Unit Area (unit equivalent, sq. ft.)	Square footage from the Planning Department for a unit equivalent residential unit.
Market Value	Calculated as the product of Market Value per Sq. Ft. and UE square footage.

FIGURE 27

ESTIMATED REAL ESTATE TAX RATE		
<i>Estimated Average Tax Rate</i>		
Tax District Number	Name	2011 Real Estate Tax
10	Canyons	0.00853800
13	Jeremy	0.00902700
27	Silver Creek	0.01003000
29	Highland Estates	0.00902700
Example Market Value		\$320,400
Taxable % OF Value		55%
Taxable Value		\$176,220
Tax Revenue		
10	Canyons	\$1,505
13	Jeremy	\$1,591
27	Silver Creek	\$1,767
29	Highland Estates	\$1,591
Average		\$1,613
Average Tax Revenue % of Taxable Value		0.92%

Source – tax rates from Summit County Assessor’s Office. Example Market Value is Snyderville Basin single family value from Figure 11.

FIGURE 28

ESTIMATED AVERAGE UTILITIES EXPENSE		
<i>Summit County Housing Affordability Analysis</i>		
	Total	Per Month
Single Family (3 and 3 bedroom)		
Electricity	\$1,132	\$94
Natural Gas	\$636	\$53
Total	\$1,768	\$147
Apartment (2 bedroom)		
Electricity	\$842	\$70
Natural Gas	\$433	\$36
Total	\$1,275	\$106

Source – U.S. Energy Information Administration microdata, 2005 (data updated to 2009). Utility expense for mountain division, 2 and 3 bedroom single family units.

<http://www.eia.gov/consumption/residential/data/2005/index.cfm#tabs-2>

SUMMIT COUNTY JOBS

FIGURE 29

SUMMIT COUNTY JOBS						
<i>Ranked by Earnings (2010 Q1, Q2, Q3 and 2011 Q1)</i>						
Salary Rank	NAICS Category and Description	Average Annual Earnings	Monthly	Hourly	Number of Jobs	% of Jobs
1	334 Computer and Electronic Product Manufacturing	\$161,040	\$13,420	\$78.63	131	1%
2	522 Credit Intermediation and Related Activities	\$87,336	\$7,278	\$42.64	167	1%
3	423 Merchant Wholesalers, Durable Goods	\$72,600	\$6,050	\$35.45	97	1%
4	524 Insurance Carriers and Related Activities	\$71,304	\$5,942	\$34.82	92	1%
5	541 Professional, Scientific, and Technical Services	\$64,920	\$5,410	\$31.70	692	4%
6	517 Telecommunications	\$63,096	\$5,258	\$30.81	86	0%
7	237 Heavy and Civil Engineering Construction	\$51,924	\$4,327	\$25.35	335	2%
8	236 Construction of Buildings	\$46,860	\$3,905	\$22.88	274	2%
9	621 Ambulatory Health Care Services	\$44,376	\$3,698	\$21.67	472	3%
10	813 Religious, Grantmaking, Civic, Professional, and Similar Organizations	\$42,276	\$3,523	\$20.64	272	1%
11	531 Real Estate	\$39,744	\$3,312	\$19.41	1,010	6%
12	454 Nonstore Retailers	\$39,432	\$3,286	\$19.25	174	1%
13	441 Motor Vehicle and Parts Dealers	\$36,516	\$3,043	\$17.83	91	0%
14	611 Educational Services	\$34,968	\$2,914	\$17.07	342	2%
15	238 Specialty Trade Contractors	\$34,068	\$2,839	\$16.63	535	3%
16	711 Performing Arts, Spectator Sports, and Related Industries	\$33,216	\$2,768	\$16.22	411	2%
17	561 Administrative and Support Services	\$33,180	\$2,765	\$16.20	604	3%
18	713 Amusement, Gambling, and Recreation Industries	\$32,868	\$2,739	\$16.05	2,794	15%
19	451 Sporting Goods, Hobby, Book, and Music Stores	\$30,144	\$2,512	\$14.72	292	2%
20	444 Building Material and Garden Equipment and Supplies Dealers	\$28,788	\$2,399	\$14.06	182	1%
21	721 Accommodation	\$28,488	\$2,374	\$13.91	2,262	12%
22	445 Food and Beverage Stores	\$25,536	\$2,128	\$12.47	594	3%
23	812 Personal and Laundry Services	\$25,404	\$2,117	\$12.40	208	1%
24	485 Transit and Ground Passenger Transportation	\$24,804	\$2,067	\$12.11	202	1%
25	442 Furniture and Home Furnishings Stores	\$24,648	\$2,054	\$12.04	95	1%
26	453 Miscellaneous Store Retailers	\$24,480	\$2,040	\$11.95	180	1%
27	452 General Merchandise Stores	\$23,088	\$1,924	\$11.27	235	1%
28	624 Social Assistance	\$22,344	\$1,862	\$10.91	178	1%
29	448 Clothing and Clothing Accessories Stores	\$20,304	\$1,692	\$9.91	862	5%
30	722 Food Services and Drinking Places	\$18,048	\$1,504	\$8.81	2,426	13%
31	447 Gasoline Stations	\$17,172	\$1,431	\$8.38	168	1%
	Not Specified			\$0.00	1,761	10%
	All NAICS subsectors	\$36,384	\$3,032	\$17.77	18,224	100%

Source – .US Census Bureau, Local Employment Dynamics, Industry Focus. High Growth Industries. All 31 eligible industries. State=Utah, County=043 Summit, Sex=Male and Female, Age=14-99. Private Firms Only. Group: NAICS 3-digit industry name. Average Quarterly Employment (2010Q2,2010Q3, 2010Q4,2011Q1).

FIGURE 30

SUMMIT COUNTY JOBS						
<i>Ranked by # Jobs (2010 Q1, Q2, Q3 and 2011 Q1)</i>						
Salary Rank	NAICS Category and Description	Average Annual Earnings	Monthly	Hourly	Number of Jobs	% of Jobs
6	517 Telecommunications	\$63,096	\$5,258	\$30.81	86	0%
13	441 Motor Vehicle and Parts Dealers	\$36,516	\$3,043	\$17.83	91	0%
4	524 Insurance Carriers and Related Activities	\$71,304	\$5,942	\$34.82	92	1%
25	442 Furniture and Home Furnishings Stores	\$24,648	\$2,054	\$12.04	95	1%
3	423 Merchant Wholesalers, Durable Goods	\$72,600	\$6,050	\$35.45	97	1%
1	334 Computer and Electronic Product Manufacturing	\$161,040	\$13,420	\$78.63	131	1%
2	522 Credit Intermediation and Related Activities	\$87,336	\$7,278	\$42.64	167	1%
31	447 Gasoline Stations	\$17,172	\$1,431	\$8.38	168	1%
12	454 Nonstore Retailers	\$39,432	\$3,286	\$19.25	174	1%
28	624 Social Assistance	\$22,344	\$1,862	\$10.91	178	1%
26	453 Miscellaneous Store Retailers	\$24,480	\$2,040	\$11.95	180	1%
20	444 Building Material and Garden Equipment and Supplies Dealers	\$28,788	\$2,399	\$14.06	182	1%
24	485 Transit and Ground Passenger Transportation	\$24,804	\$2,067	\$12.11	202	1%
23	812 Personal and Laundry Services	\$25,404	\$2,117	\$12.40	208	1%
27	452 General Merchandise Stores	\$23,088	\$1,924	\$11.27	235	1%
10	813 Religious, Grantmaking, Civic, Professional, and Similar Organizations	\$42,276	\$3,523	\$20.64	272	1%
8	236 Construction of Buildings	\$46,860	\$3,905	\$22.88	274	2%
19	451 Sporting Goods, Hobby, Book, and Music Stores	\$30,144	\$2,512	\$14.72	292	2%
7	237 Heavy and Civil Engineering Construction	\$51,924	\$4,327	\$25.35	335	2%
14	611 Educational Services	\$34,968	\$2,914	\$17.07	342	2%
16	711 Performing Arts, Spectator Sports, and Related Industries	\$33,216	\$2,768	\$16.22	411	2%
9	621 Ambulatory Health Care Services	\$44,376	\$3,698	\$21.67	472	3%
15	238 Specialty Trade Contractors	\$34,068	\$2,839	\$16.63	535	3%
22	445 Food and Beverage Stores	\$25,536	\$2,128	\$12.47	594	3%
17	561 Administrative and Support Services	\$33,180	\$2,765	\$16.20	604	3%
5	541 Professional, Scientific, and Technical Services	\$64,920	\$5,410	\$31.70	692	4%
29	448 Clothing and Clothing Accessories Stores	\$20,304	\$1,692	\$9.91	862	5%
11	531 Real Estate	\$39,744	\$3,312	\$19.41	1,010	6%
21	721 Accommodation	\$28,488	\$2,374	\$13.91	2,262	12%
30	722 Food Services and Drinking Places	\$18,048	\$1,504	\$8.81	2,426	13%
18	713 Amusement, Gambling, and Recreation Industries	\$32,868	\$2,739	\$16.05	2,794	15%
	Not Specified			\$0.00	1,761	10%
	All NAICS subsectors	\$36,384	\$3,032	\$17.77	18,224	100%

Source – .see Figure 29



MEMORANDUM:

Date: July 31, 2013

To: Council Members

From: Robert Jasper

Re: Recommendation to appoint member to the Snyderville Basin Open Space Advisory Committee (BOSAC)

Advice and consent of County Manager's recommendation to appoint Marilyn Stinson (the member recommended by the Snyderville Basin Recreation District) to the Snyderville Basin Open Space Advisory Committee (BOSAC). Marilyn to serve the unexpired term of Jim Magruder, which expires on the first Thursday in March, 2015.

DAVID R. BRICKEY
COUNTY ATTORNEY

Criminal Division

JOY E. NATALE
Prosecuting Attorney

RYAN P.C. STACK
Prosecuting Attorney

MATTHEW D. BATES
Prosecuting Attorney

Summit County Courthouse, 60 N. Main #227, P.O. Box 128
Coalville, Utah 84017

Telephone (435) 336-3206 Facsimile (435) 336-3287
Email: (first initial)(last name)@summitcounty.org

Civil Division

DAVID L. THOMAS
Chief Deputy

JAMI R. BRACKIN
Deputy County Attorney

HELEN E. STRACHAN
Deputy County Attorney

LEGAL MEMORANDUM

To: Summit County Council

From: David L. Thomas, Chief Civil Deputy

Date: July 18, 2013

Re: Amendment to Title 2, Chapter 40

1. In doing some legal research on the qualifications for membership on the Restaurant Tax Advisory Committee, I noticed that our ordinance is silent on various criteria as set forth in statute. Consequently, for purposes of clarification, and in an effort to have all of the criteria in one central location for ease of county staff, I have placed those membership requirements in the Summit County Code.
2. In Summit County Code, §2-40-5, I have added the language appearing in UCA §17-31-8(3), which requires that members of the Committee be residents of Summit County and that at least a majority be current employees of the entities which are subject to the tax with the remaining members coming from the tourism industry.
3. To the extent that the composition of the current Restaurant Tax Advisory Committee is inconsistent with these provisions, I recommend that as terms expire during the normal course of events that future appointments conform to these criteria. Since the Committee is simply a recommending body, any inconsistencies in membership are cured by the final determination on Restaurant Tax grants by the County Council.

**AMENDMENT TO TITLE 2, CHAPTER 40 OF THE SUMMIT COUNTY CODE
SUMMIT COUNTY RESTAURANT TAX ADVISORY COMMITTEE**

ORDINANCE NO. ____

PREAMBLE

WHEREAS, the County has adopted a Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax, in accordance with UCA §59-12-603, as amended, which is also known as the “Restaurant Tax;” and,

WHEREAS, an amendment is needed to better conform the Summit County Code to the statutory language contained in UCA §17-31-8, as amended; and,

WHEREAS, this Ordinance accordingly amends Summit County Code, Title 2, Chapter 40;

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

Section 1. **Amendments.** Summit County Restaurant Tax Advisory Committee, Summit County Code, Title 2, Chapter 40 is amended in accordance with Exhibit A herein.

Section 2. **Effective Date.** This Ordinance shall take effect 15 days after approval and upon publication in accordance with law.

Enacted this ____ day of _____, 2013.

ATTEST:

Summit County Council

Kent Jones
Summit County Clerk

Claudia McMullin, Chair

Approved as to Form
David L. Thomas
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong	_____
Councilmember Robinson	_____
Councilmember Ure	_____
Councilmember Carson	_____
Councilmember McMullin	_____

EXHIBIT A

Chapter 40

SUMMIT COUNTY RESTAURANT TAX ADVISORY COMMITTEE 🌐

[2-40-1: TERMS AND DEFINITIONS:](#)

[2-40-2: LEGAL BASIS OF AUTHORITY:](#)

[2-40-3: PURPOSE:](#)

[2-40-4: POWERS AND DUTIES:](#)

[2-40-5: MEMBERSHIP AND ADMINISTRATION:](#)

[2-40-6: MEETINGS AND PROCEDURES:](#)

[2-40-7: INDEMNIFICATION:](#)

[2-40-8: CONDUCT OF COMMITTEE MEMBERS:](#)

2-40-1: TERMS AND DEFINITIONS: 🌐

BOUNDARIES: The SCRTAC will concern itself with the restaurant tax funds collected from and to be used within Summit County.

COMMITTEE: The SCRTAC with headquarters at the Summit County Courthouse and mailing address at Post Office Box 4472, Park City, UT 84060-4472.

LOCAL GOVERNING BOARD: The Summit County council.

SCRTAC: The Summit County restaurant tax advisory committee.

STANDARD: Any type, model or example for comparison established by authority, custom or general consent. (Ord. 749-A, 12-15-2010)

2-40-2: LEGAL BASIS OF AUTHORITY: 🌐

A. The SCRTAC is organized by the authority of the Summit County council and shall have the authority to accept applications, investigate, prioritize and present to the county council recommendations as to the granting of funds collected from the restaurant tax to appropriate projects.

B. The restaurant tax was authorized by the Utah state legislature in 1991 and the collection of said tax in Summit County by the board of county commissioners in June of 1992 by ordinance 198A, and by subsequently enacted ordinances, as codified in [title 3, chapter 3, article B](#) of this code. (Ord. 749-A, 12-15-2010)

2-40-3: PURPOSE:

Investigate, advise and recommend to the county council the best use(s) of the funds collected from the tax, for the purposes of financing in whole or in part, tourism promotion and the development, operation and maintenance of publicly owned and operated, tourist, recreation, cultural, historical and convention facilities. (Ord. 749-A, 12-15-2010)

2-40-4: POWERS AND DUTIES:

The powers and duties of the SCRTAC are specifically those defined below:

A. The SCRTAC will establish and maintain a procedure for the evaluation of requests for funding from the tax.

B. The SCRTAC shall periodically accept and review applications for funding and make recommendations to the county council for approval of disbursement of funds.

C. The SCRTAC shall periodically review and evaluate the application and public input process to ensure efficiency, fairness and responsiveness.

D. In reviewing applications and making its recommendations the SCRTAC shall place great emphasis on the project's ability to satisfy the basic objective of the program, that is, increasing tourism in the community

and/or publicly owned and operated recreational and cultural facilities. Additional factors to be considered are, but not limited to, size of the request, availability of other sources of funding, cofunding, experience of the project manager, quality of project plans and controls, nature of the project (infrastructure versus promotion) and the ability of the project to increase future funds into restaurant tax collections.

- E. The SCRTAC shall set appropriate deadlines for the receipt of applications, at least once a calendar year.

- F. After the receipt of applications, the SCRTAC shall submit the applications to the Summit County attorney to verify that the application qualifies for funding under the state statute, review all applications and make written recommendations concerning each application, including if necessary, a minority report and the consensus on each application.

- G. The SCRTAC may ask the applicant for a presentation to the committee for additional information.

- H. The SCRTAC shall take all appropriate applications and further rank them, as set out by procedure, for recommendation to the county council as suitable or unsuitable for funding.

- I. The ranking of the applications is not binding on the county council.

- J. The county council shall be provided with a listing of all applicants, their applications and a brief description of their request. All applications and deliberations will be available to the county council.

K. The SCRTAC shall assist the county auditor, as necessary, in the identification of adequate collection of the tax.

L. The SCRTAC members shall act as liaison to the Summit County staff in the monitoring of funded projects.

M. The SCRTAC shall make an annual presentation to the county council as to its goals, budget and activities. (Ord. 749-A, 12-15-2010)

2-40-5: MEMBERSHIP AND ADMINISTRATION:

A. The committee shall consist of nine (9) members to be appointed by the county council on a nonpartisan basis who are residents of Summit County. At least five (5) members shall be current employees of entities in the county that are subject to the tax with the balance of the members being employees of recreational facilities, convention facilities, museums, cultural attractions, or other tourism related industries located within the county.

B. Preference for membership of the committee may include the following groups:

1. One member recommended by the Park City Area Restaurant Association.
2. At least one member who is a restaurant owner in Summit County.
3. One member recommended by the Park City/Summit County chamber of commerce/convention and visitors bureau.
4. One member recommended by the Park City Area Lodging Association.

5. One member from within the boundaries of the north Summit school district.
6. One member from within the boundaries of the south Summit school district.
7. Three (3) members from the county at large.

C. The county council may add up to three (3) ex officio members, as it sees fit, to assist with the communications and functions of the committee. Ex officio members have no voting rights.

D. Each appointment shall be for a term of three (3) years ending on July 31 of the appropriate year. Should the committee be in the midst of a granting process at the expiration of a committee member's term, that term shall continue until the process is completed. Each committee member may serve a maximum of three (3) terms.

E. The county council shall be informed by the committee chairperson at least two (2) months prior to the expiration of the term of a member(s).

F. The chairperson, the vice chairperson and the secretary shall be elected at the first meeting of a new granting process from among their committee members, by a majority vote. The chairperson shall preside over and conduct all meetings and act as the representative to the county council for all committee transactions. In the absence of the chairperson, the vice chairperson shall preside and conduct. The secretary shall take meeting minutes and maintain them.

G. All members shall serve on the SCRTAC without compensation.

H. Committee membership may be terminated by resignation in writing to the county council. Committee members may be removed from the committee, by the county council with or without cause. However, removal with cause may include the following:

1. Three (3) consecutive unexcused absences from regularly scheduled meetings in a given year.
2. Publicly misrepresenting the committee's philosophy or decisions.

I. Committee members shall discharge any duties assigned by the chairperson and should attend all meetings, hearings and site visits.

J. The county treasurer shall serve as the treasurer for the SCRTAC.

K. The county attorney shall serve as attorney for the SCRTAC.

L. The county auditor shall serve as auditor for the SCRTAC. (Ord. 749-A, 12-15-2010)

2-40-6: MEETINGS AND PROCEDURES:

A. The committee shall meet as required, to process grant applications at least once per calendar year. Additional meetings may be called by the chairperson at such a time and place as he or she may designate. A notice of time and place of each meeting shall be given to committee members as required. Meetings will last no longer than two (2) hours unless an extension is agreed upon by the majority of the members present.

- B. Meetings shall be conducted generally in accordance with "Robert's Rules Of Order", but shall be as informal as appropriate to the situation.

- C. Special meetings may be called by the chairperson or by a majority of the committee upon seventy two (72) hours' notice, or in the case of an emergency, as soon as possible after notification to committee members.

- D. Executive closed sessions may be scheduled whenever the chairperson deems such action permissible and with the concurrence of the county attorney.

- E. All meetings shall comply with the open meeting law of the state of Utah: section 52-4-101 et seq., Utah Code Annotated (1953).

- F. A majority of the committee members shall constitute a quorum and the action of the majority of the members present shall be the action of the committee.

- G. Committee members shall attend all meetings unless excused by the chairperson for their absence.

- H. The committee shall conduct its business according to bylaws, which shall be approved by the county council, with the committee meeting as needed to act on the business of the committee. (Ord. 749-A, 12-15-2010)

2-40-7: INDEMNIFICATION:

The county shall provide for indemnification of any and all of the committee members against actual damages necessarily incurred by them in connection with the defense of any action, suit or proceeding, in which they or any one of them are made parties, or a party, by reason of having been a committee member, except in relation to matters as to which such committee member shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for negligence or misconduct. (Ord. 749-A, 12-15-2010)

2-40-8: CONDUCT OF COMMITTEE MEMBERS:

A. Ethical Principles: The following ethical principles shall guide the actions of the committee and its members in carrying out the powers and duties described above:

1. **Serve The Public Interest:** The primary obligation of the committee and each member is to serve the public interest.
2. **Support Citizen Participation In Decision Making:** The committee shall ensure a forum for meaningful citizen participation and expression in the process and assist in the clarification of community goals, objectives, and policies.
3. **Recognize The Comprehensive And Long Range Nature Of Decisions:** The committee and its members shall continuously gather and consider all relevant facts, alternatives and means of accomplishing them, and explicitly evaluate all consequences before making a recommendation of decision.
4. **Facilitate Coordination Through The Process:** The committee shall ensure that individuals and public and private agencies possibly affected by a prospective decision receive adequate information far enough in advance of the decision.
5. **Avoid Conflict Of Interest:** Committee members shall avoid conflicts of interest and even the appearance of impropriety. At the commencement of any matter before the committee, members shall divulge in public, any past, present, or expected relationship with any party affiliated with such

matter. A member with a potential conflict of interest shall abstain from voting on the matter, not participate in any deliberations on the matter, and leave the commission table, but may remain in the chamber. The member shall also not discuss the matter privately with any other official voting on the matter.

6. **Render Thorough And Diligent Service:** If a committee member has not sufficiently reviewed relevant facts and advice affecting a public planning decision, that member should not participate in that decision.
7. **Not Seek Or Offer Favors:** A committee member must not directly or indirectly solicit any gift or accept or receive any gift (whether in money, services, loans, travel, entertainment, hospitality, promises, or in some other form) under circumstances in which it could be reasonably inferred that the gift was intended or could reasonably be expected to influence them in the performance of their duties or was intended as a reward for any recommendation or decision on their part.
8. **Not Disclose Or Improperly Use Confidential Information For Financial Gain:** A committee member shall not disclose or improperly use confidential information for financial gain, and must not disclose to others confidential information acquired in the course of their duties or use it to further a personal interest.
9. **Ensure Full Disclosure At Public Meetings:** The committee shall ensure that the presentation of information on behalf of any party to a question occurs only at the scheduled public meeting on the question, not in private, unofficially, or with other interested parties absent, and must make partisan information regarding the question received in the mail or by telephone or other communication part of the public record.
10. **Maintain Public Confidence:** A committee member must conduct himself/herself publicly so as to maintain public confidence in the public body, and the member's performance of the public trust.
11. **Respect For And Courtesy To Other Commission Members, Public And Staff:** Each member has the same rights and privileges as any other member. Any member has the right to be heard and to hear what others have to say about items being considered by the committee. (Ord. 749-A, 12-15-2010)



MEMORANDUM

To: Summit County Council
From: Jennifer Strader, County Planner
Date: July 25, 2013
Mtg. Date: July 31, 2013
Subject: Silver Creek Village Center

On September 28, 2011, the Summit County Council (SCC) approved a specially planned area (SPA) designation for the Silver Creek Village Center, located on the southeast quadrant of I-80 and US-40. The project consists of 960 market units, 330 affordable unit equivalents, and 50,000 square feet of commercial.

Section 10-3-11 (C)(3)(f) of the Code states that approval of a SPA designation is effective for a period of twenty-four (24) months from the date of SCC approval; the Silver Creek SPA designation will expire on September 28, 2013. If a Development Agreement (Agreement) specific to the project has not been approved within 24 months, the SPA designation is null and void. The process for approval of the Agreement is a recommendation by the Planning Commission to the SCC, who is the final Land Use Authority.

Over the past year, the applicant has submitted and Staff has reviewed various drafts of the Agreement. Other agencies have also reviewed and provided comment on the Agreement, including Mountainlands Community Housing Trust and the Snyderville Basin Recreation District. Due to the size and complexity of the project and Staff workload, the Agreement will not be in a form that will be ready to move forward by September 28, 2013; however a final version of the Agreement is near completion.

The property owner, Liberty Capital Lending LLC, has submitted a request for an extension to the deadline, until December 31, 2013 (**EXHIBIT A**). Staff feels this will provide a sufficient amount of time to review the final details of the Agreement and move it forward through the applicable process.

Staff is recommending that the SCC approve an extension to the Silver Creek Village SPA designation effective period of approvals, until December 31, 2013 based on the following Findings of Fact and Conclusions of Law.

Findings of Fact

1. The Silver Creek Village Center SPA designation was approved by the Summit County Council on September 28, 2011.
2. Section 10-3-11 (C)(3)(f) of the Code states that approval of a SPA designation is effective for a period of twenty-four (24) months from the date of SCC approval. If a Development Agreement (Agreement) specific to the project has not been approved within 24 months, the SPA designation is null and void.

3. The Silver Creek Village Center SPA designation will expire on September 28, 2013.
4. The property owner has been working diligently with Summit County on the Development Agreement, including meeting on May 7, 2013 and May 31, 2013.
5. The Development Agreement has been reviewed by the Community Development Department, the Summit County Attorney's Office, Mountainlands Community Housing Trust, and the Snyderville Basin Recreation District.
6. On July 8, 2013, Liberty Capital Lending LLC submitted a request for an extension to the Silver Creek Village Center SPA designation effective period of approvals, until December 13, 2013.

Conclusions of Law

1. The delays in the processing of the Silver Creek Village Development Agreement have not been caused by the applicant and the extension of the SPA designation effective period of approvals will not have a negative effect on the public health, safety, or welfare.

If you should have any questions, please feel free to contact me at (435) 615-3152, or by email, jstrader@summitcounty.org.

LOWE LAW GROUP
6028 S. Ridgeline Drive, Suite 203
South Ogden, UT 84405
(801) 917-8500

July 8, 2013

Via U.S. Mail

Attn: Jennifer Strader
Summit County Planning Commission
60 N. Main Street,
Coalville,
Utah 84017

Re: Silver Creek Village Development Agreement (Request for Extension to obtain formal County Approval of the written Silver Creek Development Agreement)

Dear Jennifer:

The purpose of this letter is to formally request of the Summit County Commission an extension on the upcoming deadline of September 28, 2013 to approve the written Silver Creek Village Development Agreement between Liberty Capital Lending, LLC (hereinafter "Liberty") and Summit County.

Liberty requests the extension based on the following facts: (1) Liberty has been diligently working with Summit County in crafting a detailed and complete development agreement; (2) Liberty has corresponded with the County on a continuous basis over the last 12 months incorporating County feedback and comments in the development agreement. Moreover, Liberty has met in person with Mrs. Strader on at least two separate occasions in May 7, 2013 and May 31, 2013 to review and revise the proposed development agreement; (3) Substantial progress has been made in addressing County questions and a final version of the agreement is very near to completion; (4) However, the latest draft has not been reviewed and commented upon by Jami Bracken the County Attorney. Mrs. Strader has indicated that the County is absolutely swamped with work and this has caused delays in the County's ability to review the most recent document changes; (5) Liberty cannot present the proposed development agreement to the Planning Commission and County Council until it has received the County's complete review of the document; (6) Accordingly, despite Liberty's constant efforts to push the process forward they are inhibited by the County's ability to review the document as quickly as Liberty would wish.

Accordingly, Liberty has spoken with Mrs. Strader and indicated the need for an extension to the lapse deadline of September 28, 2013 to obtain all final approvals on the submitted Silver Creek Development Agreement. Liberty would request that they be given until December 31, 2013 to obtain final approval of the written Silver Creek Village Development Agreement from the Summit County Council.

Very Truly Yours,

/s/ Pete Lowe

Liberty Capital Lending, LLC as represented
by Lowe Law Group

Pete Lowe, Esq.

Encl.: Latest Version of the proposed Silver
Creek Development Agreement

MANAGER'S REPORT

July 31, 2013

To: Council Members

From: Robert Jasper

<u>Department</u>	<u>Description of Updates</u>
Administration	<u>Submitted by Robert Jasper, County Manager:</u> Documents and transactions are listed on the Manager Approval list dated 7/25/13, posted on the website at: http://www.summitcounty.org/manager/index.php
Auditor	
Assessor	
Attorney	
Clerk	
Community Development	<u>Submitted by Pat Putt, Community Development Director:</u> See attached Community Development Reports
Engineering	<u>Submitted by Derrick Radke, Engineer:</u> <ul style="list-style-type: none">• ~6 -Subdivision/Site Plan Plat reviews• Traffic counters - Kimball Junction area• Village at Kimball Junction<ul style="list-style-type: none">○ Project Management○ Bond questions○ General Inspections○ Smith's Grand opening rush○ Impact Fee• Transportation Model Update• Transportation Impact Fees• Eastern Summit County Transportation Master Plan adoption follow-up, Ordinance 808• Special Event Reviews• Woods of Parleys Lane – Bond Claim• Colony's Pine Cone Ridge• Recreation District – Trails Easements Review• South Old US-40 Frontage Road concept agreements• Canyon Links II – Notice of Violation – excess disturbance• Canyons – Vintage on the Strand Skier Tunnel – flow-up SWPPP• Old Ranch Road, Property Acquisition Meetings• US-40 Underpass, Application for UDOT TAP Grant• Developing Custom Employee Evaluations• Developing Storm Water Strategic Plan • Public Works / Engineering Projects<ul style="list-style-type: none">○ Summit Park – Parkview Dr. Reconstruction<ul style="list-style-type: none">▪ Construction meetings▪ Quantity Worksheets▪ Inspection Report Worksheet▪ Pay Estimate spreadsheet prepared▪ Quantity Reviews & Submittals○ New Park Roundabout<ul style="list-style-type: none">▪ Construction meetings, agenda & minutes▪ Quantity Worksheets▪ Inspection Report Worksheet

<u>Department</u>	<u>Description of Updates</u>
	<ul style="list-style-type: none"> ▪ Pay Estimate spreadsheet prepared ▪ PE #2 Submitted ▪ Quantity Reviews & Submittals ○ Lower Village Road <ul style="list-style-type: none"> ▪ Construction meetings ▪ Quantity Worksheets ▪ Inspection Report Worksheet ▪ Pay Estimate spreadsheet prepared ▪ Quantity Reviews & Submittals ○ Bridge Repaint Project <ul style="list-style-type: none"> ▪ Site visits ○ Slide Repair Project <ul style="list-style-type: none"> ▪ Site Visit ○ Browns Canyon Wall Repair <ul style="list-style-type: none"> ▪ Contract Preparation ● Quarry Mountain Access Road, Construction Observation ● Residential Permit Activity <ul style="list-style-type: none"> ○ 2 over the counter ○ 47 plans reviewed ○ 29 driveway inspections ○ 34 erosion control inspections ○ 2 code enforcement ○ 7 Bond Release Inspections ● Right-of-Way Permit Activity <ul style="list-style-type: none"> ○ 11 new applications, GovPartner ○ 15 field inspections: 3 Comcast, 2 Allwest, 2 Questar, 3 Century Link, 5 ○ 1 bond release chevron pipeline Kamas Revegetation ● Development Site Inspections <ul style="list-style-type: none"> ○ 2 Development Site Inspections: Colony ○ Various routine inspections ● Complaints 1
Facilities	<p><u>Submitted by Mike Crystal:</u> The crew has been preparing for triple crown and all that goes with it. The bowery and park is pretty well booked up thru august. Justice center has had problems with cooling but repairing it right now. Doing some painting at the courthouse</p>
Health Department	<p><u>Submitted by Rich Bullough, Director:</u> <i>Summit County Health Department Laboratory Scores Perfect Quality Audit:</i> The Summit County Health Department Laboratory maintains a Utah State certified microbiological drinking water facility in order to provide residents of Summit County with high quality microbiological analyses in a timely manner. To meet this goal, the laboratory staff commits to:</p> <ul style="list-style-type: none"> ● Follow accepted professional analytical practices in all sampling and analytical processes ● Maintain a quality system that will allow management to effectively monitor laboratory. ● Processes and that is appropriate to the type, range and volume of the testing it undertakes. ● Ensure that the management system is communicated through this quality manual, available to laboratory personnel, and implemented by them.

<u>Department</u>	<u>Description of Updates</u>
	<p>The laboratory is dedicated to preserving a quality assurance program that meets or exceeds State and Federal Regulations. This task is accomplished by updating laboratory policies and procedures to the most recently approved standards and methods published by the State of Utah, the National Environmental Laboratory Accreditation Committee (NELAC) and the EPA.</p> <p>On June 7, 2013, an internal audit was performed at the Summit County Health Department Laboratory as directed by NELAC and the laboratory's Quality Assurance Manual. John R. Gumper of ChemVal Consulting, Inc. conducted the audit.</p> <p>The following areas or systems were audited:</p> <ul style="list-style-type: none"> • Laboratory Organization • Equipment and Reagents • Training Files • Corrective Actions and Complaints • Sample Receiving • Preventative Maintenance • Data Reporting • Proficiency Testing • Audits and Reviews • Sampling Procedures <p>Zane DeWeese is laboratory manager and reports that no deficiencies were noted during the audit It is also important to note that the laboratory service is provided not only to the Public Water Systems in Summit County but to all residences that own or operate a private system. Our constant goal is to help our customers provide a safe and dependable supply of drinking water</p>
I.T.	<p><u>Submitted by Ron Boyer, I.T. Director:</u></p> <p>We held two focus group meetings to listen to what our customers are looking for in technology. We also introduced ideas to see how they reacted to possible changes in things such as devices, phones, our websites, and how we use technology to communicate internally and externally.</p> <p>GIS is also working on a map for BOSAC which will show all the open space in the county. They have also created a map for internal use that will show Lot of Record status. The department attended the ESRI conference in July. They attended a few seminars on how to implement GIS for administration of land records. We will be using some of the ideas gathered to continue integrating the use of GIS in the Recorder's office.</p> <p>We have created a County Proclamation Request Form for use on the public website. We have also changed the Council Agenda and County Manager request forms on the intranet website. All of these forms allow people to upload files for consideration.</p> <p>Wireless access points were installed at both the Kamas and Coalville Library branches. They have had WiFi in the past, but this system is more reliable and robust. We have also finished putting the branches on the UEN network, which allows patrons and staff faster access.</p> <p>We assisted the Auditor's office getting the Disclosure Notice file ready for printing and mailing. Notices will be mailed on July 29th. The notification system for GovPartner is now working as planned. More configurations will be made from staff requests</p>
Justice Court	<p><u>Submitted by Judge Shauna Kerr:</u></p> <p>With the busy holiday weekends and many from the Wasatch Front escaping the heat and coming to Summit County, we continue to be very busy at the Justice Court. Here is a short update of the activities, case filings and procedural changes.</p> <p>Effective July 1, 2013 all law enforcement agencies are required to file all citations electronically to</p>

<u>Department</u>	<u>Description of Updates</u>
	<p>be an effective filing. The Officers have five(5) days to electronically submit the citation or the prosecuting agency, the Summit County Attorney’s Office or Park City Attorney’s Office, must file a formal complaint, (the Information) on the charges. Fortunately, thanks to some very hard work and persistence by Kory Vernon in our IT Department and the steady follow up by the court clerks, specifically Jennafer Morris, Summit County Justice Court and our law enforcement agencies are in pretty good shape for this conversion. This is a first step in the ongoing process to require electronic filings in the court systems.</p> <p>Grant for Fingerprinting Machine for the Justice Court. We have been notified that he Summit County Justice Court has been approved of a one-time grant from the Justice Court Technology, Security and Training Account for \$7,300.00 for a Live Scan finger printing machine . New requirements with the Bureau of Criminal Information (BCI) and the CORIS court software require that we have many more defendants booked and fingerprinted in order to obtain an Offense Tracking Number (OTN) used by BCI to track criminal records. Accordingly, it has required that we send many people over the jail each week to be booked and released, resulting in increased workloads and wait times at the jail. The new piece of equipment will allow our clerks to run the prints necessary to accomplish the assignment of the OTN for our reporting systems.</p> <p>Mid year review of case filings. January 1-June 30th, we have disposed of 2300 traffic cases and have had filed 2168 new cases during said period. Of the number of disposed (processed) cases 1821 charges were handled as bail forfeitures. Bail forfeiture can be done by mail, with credit cards and now on-line at the state court web site. We are currently receiving around \$20,000 per month with fines and fee payments through the state on-line site. We are currently updating the web page for the Summit County Justice Court to provide more information and encourage more on-line payments which saves our staff time and makes it more convenient for folks to pay and fully comply with the Courts orders. Further, we are updating our site to provide basic court information and to better serve our customers with updated fine/bail schedules, court hours, small claims filing information, and warrant information.</p> <p>We have had 95 Driving Under the Influence (DUI) charges filed in the first six months and 29 cases filed as the reduced charge of Driving While Impaired (DWI). We have had 60 defendants plead guilty to DUI and 51 guilty pleas to Driving While Impaired and two Jury trial convictions for DUI during the first half of 2013. Other statistics for the past six months that may be of interest are as follows:</p> <ul style="list-style-type: none"> 286 cases filed for controlled substances/narcotics violations 78 cases filed for domestic violence 63 Public Intoxication 25 Assault 26 Theft 18 Illegal Sale of Alcohol 39 Wildlife resources violations
Library	<p><u>Submitted by Dan Compton, Library Director:</u></p> <p>The Park City One Book, One Community Program was recently announced. We have formed some wonderful partnerships this year with the Sundance Institute and the Park City Education Foundation in addition to our traditional partners (Park City Library, Dolly’s Bookstore). Author Sherman Alexie will be visiting in September and this looks like it will be one of our best programs ever. For more information, please refer to the following link which is also accessible from the Library’s homepage: http://www1.youseemore.com/summitcounty/uploads/sherman%20alexie%20doc.pdf</p> <p>We were just awarded two more traveling exhibits for 2013-2014 by the Utah Division of Arts and</p>

<u>Department</u>	<u>Description of Updates</u>
	<p>Museums at the Kimball Junction Branch. The first is titled <i>Lessons in Printing, Adventures in Book Binding</i> (Sep. 26 - Nov. 6, 2013). The second is titled <i>Religions of the World</i> (Apr. 24 - June 4, 2014).</p> <p>Kate Mapp has accepted the Kamas Branch Librarian position. Kate will officially start on Monday, July 29th.</p> <p>The Park City School District recently contacted our Multicultural Services Librarian Daisy Hodson asking for our help. In an effort not to duplicate services, they normally teach intermediate and advanced English, whereas Daisy teaches remedial and beginner English. However, funding for their Community Ed. has recently been cut. Irlanda Lamoureux asked Daisy if it would be possible for us to give advanced English students a 6-week class. Fortunately, we had \$5,400 of unused funds in the LSTA grant. We contacted Steve Matthews at the State Library and he gave his OK to do just that. So this summer Daisy will continue teaching her 45 beginner students, and we were able to hire Kriszta Pungor as a temporary employee. Kriszta, an English teacher for PCSD, will teach the 10 students of the advanced course.</p> <p>We did not have to go through the annual certification process with the State Library this year because we were awarded Quality Library status in 2012. We will need to recertify in 2014.</p> <p>I have been asked to be on the Strategic Communications Committee by Julie Booth and I look forward to our first meeting this Thursday</p>
Mountain Regional Water	<p><u>Submitted by Andy Armstrong:</u></p> <p>Operations: Seasonal hires are continuing to work on routine maintenance. The 400 HP pump and motor at Lost Canyon has been repaired. Lost Canyon operators will be replacing several check valves. We are working on the Summit Park project. Operators have started work on Black Hawk Pump Station upgrade. Operators are testing and repairing numerous Pressure Reducing Vaults.</p> <p>Accounting: Preparing for next year budget has begun. Finished with First Draft of the new procurement policy. Revenues are ahead of budget projections and expenditures are below budget.</p> <p>IT: Finished programming the new Supervisory and Data Acquisition equipment. Started work on second phase of energy saving program with Rocky Mountain Power.</p> <p>Administration: Working with Zions Bank on new impact fee study. Working to provide Weber Basin WCD with numerous documents for "due diligence" for the Western Summit County Project. We have met with several developers to discuss potential new projects</p>
Park City Fire Service District	
Personnel	<p><u>Submitted by Brian Bellamy, Personnel Director:</u> Personnel</p>

<u>Department</u>	<u>Description of Updates</u>
	<ol style="list-style-type: none"> 1. Jobs Advertised <ol style="list-style-type: none"> a. Seasonal Wild Land Fire Worker – Closes July 3 2. Applications Received <ol style="list-style-type: none"> a. Seasonal Wild Land Fire Worker - 9 3. Job Offers Made <ol style="list-style-type: none"> a. Kamas Branch Librarian 4. Interviews/Testing set up <ol style="list-style-type: none"> a. Wild Land Fire - 4 b. Kamas Branch Librarian - 4 5. 2 employees out on Worker’s Comp 6. 1 new Worker’s Comp claim filed 7. 2 employees on light duty 8. 0 new disability claims filed, includes FMLA documentation 9. 0 employees on short term disability 10. 0 unemployment claim filed 11. 2 employees resigned their positions 12. 1 pre-employ drug test 13. 1 new hire orientation including E-verify 14. Participated in Loss Prevention webinar presented by Utah Local Governments Trust 15. Participated in DOMA webinar presented by HUB International 16. Participated in ACA Waiting Period webinar presented by InfiniSource 17. Worked on audit of expenses for Ragnar 18. Met with HUB representatives regarding Dental Insurance and Summit County’s medical claims 19. Worked with Department Heads and employees on evaluations 20. Continuing to work with IT to digitize former employee personnel records 21. Working on employee salary survey 22. Working on audit on dental and health insurance 23. Multiple requests for salary and policy information from other agencies 24. Multiple telephonic and in person verifications of employment 25. Worked with two department heads regarding employee discipline issues 26. Met with multiple department heads and employees regarding employee issues 27. Continue to answer public inquiries regarding county employment 28. Serve county employee’s needs <p>Animal Control</p> <ol style="list-style-type: none"> 1. 14 dogs are in the shelter along with 15 cats. <ol style="list-style-type: none"> a. 32 new animals were received by Animal Control b. 4 dogs were transferred c. 10 cats were transferred d. 4 dogs adopted e. 8 cats adopted f. 69 dogs claimed by owner g. 0 cats claimed by owner 2. Officers ran 102 details 3. Continuing to issue citations for dogs off leash 4. Continuing to work with IT on dog licensing computer program
Public Works	<p><u>Submitted by Kevin Callahan, Public Works Director:</u> Road Division</p> <ul style="list-style-type: none"> • Grader patch Summit Park and Pinebrook areas

<u>Department</u>	<u>Description of Updates</u>
	<ul style="list-style-type: none"> • Repair sidewalks Silver Summit and Mountain Ranch Estates • Grader patch Jeremy Ranch area roads • Grader patch East Henefer road • Backhoe patch Summit Park • Haul chips for road projects <p>Transit</p> <ul style="list-style-type: none"> • Worked with Park City/UTA on promotional offer for SL-SXC transit service for Jeremy area <p>Fleet</p> <ul style="list-style-type: none"> • Assisted Health Department in getting clearance on 2013 county vehicle order • Joined Lisa Yoder on This Green earth to talk about the county's CNG program <p>Weeds</p> <ul style="list-style-type: none"> • County continues to map all areas where we spray • Helicopter spraying is now complete and covered 1740 acres • Public roads to date we have sprayed 125 linear miles of county road right-of-way • We have also sprayed 200 acres of private land • Since June, the sprayer loaner program has loan out 105 pieces of equipment to county residents • Enforcement Dave Bingham has informed 44 individuals of problem weed infestations between June 24 to July 8th • Crews have also been pulling noxious weeds on days when it is too windy to spray <p>Waste Division</p> <ul style="list-style-type: none"> • The State Department of Environmental Quality inspected our two County landfills on July 3. The inspection went well and a report from them should be forthcoming. • Jaren has begun decommissioning the Coalville Recycling Center. All parties have n=been contacted and most bins have been placed at local businesses so that they can continue to recycle. The bins will continue to be serviced at no charge by Green Fiber. The closing date for the facility is August 1, 2013. • Park City Council continues its discussions about a resolution working on reducing one-time use plastic bags and educating the public on the issue. It looks like they will partner with Recycle Utah and commit \$6,000 to help start the program. <p>Emergency Management</p> <ul style="list-style-type: none"> • Continued to forward daily situations reports on wildland fire conditions to the County's PIO • With the PIO's help established a twitter account for County Emergency Management • Met with Utah Red Cross, Summit County Health and Wasatch County Emergency Management on regional shelter system <p>Invited about 20 persons to join the County Emergency Management Plan review committee. First meeting is set for Thursday July 18</p>
Recorder	<p><u>Submitted by MaryAnn Trussell, Recorder:</u></p> <ul style="list-style-type: none"> • Call volume for internet use has increased • Working with the GIS department to implement the ESRI program • Appointed my Chief Deputy Rhonda Francis • Survey filings have increased
Treasurer	
Sheriff	
Snyderville Basin Recreation	
USU Extension	<p><u>Submitted by Sterling Banks:</u></p> <ul style="list-style-type: none"> - Summit County 4-H sponsored 12 4-H members (9th-12th grade) to attend/compete at state 4-H contests held at Utah State University. The livestock judging team placed 2nd in the state,

<u>Department</u>	<u>Description of Updates</u>
	<p>along with the horse judging team also placing 2nd in the state in the horse judging contest. Summit County was well represented at the state 4-H contest.</p> <ul style="list-style-type: none"> - Summit County 4-H sponsored a county wide 4-H horse show with 26 4-H youth participating. <p>During the past three weeks Summit County 4-H sponsored four 4-H mini classes/workshops (sewing, photography, leather work and floriculture) in Summit County. A total of 79 4-H youth participated in the classes</p>

COMMUNITY DEVELOPMENT

Submitted by Patrick Putt, Community Development Director:

- The department received 17 new building applications and 5 new planning applications this past week as follows:

New Building Applications Submitted July 10 – July 17, 2013 Snyderville Basin

Project #	Project Name	Submittal Date
13-1197	VJ Petitt Electrical Change-out 394 East Sagebrush Pl, Park City, UT	Jul 10, 13
13-1198	Jack Thomas Single Family Dwelling 8193 Red Fox Court, Park City, UT	Jul 11, 13
13-1199	Zimmermann Tenant Improvement 2750 Rasmussen Rd. H104, Park City, UT	Jul 11, 13
13-1206	Michael Upwall Single Family Dwelling 4761 Enclave Lane, Park City, UT	Jul 12, 13
13-1207	Gregory Miller Electrical Meter Change 318 Bitner Rd. Park City, UT	Jul 14, 13
13-1210	Alec Harwin Single Family Dwelling 2843 W. Sackett Dr. Park City, UT	Jul 15, 13
13-1211	Shelley Hatch Kitchen Remodel 140 Matterhorn Dr. Park City, UT	Jul 16, 13

13-1213	Nate Hutchinson Single Family Dwelling 3310 West View Trail Park City, UT	Jul 16, 13
13-1214	Dominic Heucher Photovoltaic 7910 Boot Hill Dr. Park City, UT	Jul 16, 13
13-1215	Russ Tychsen photovoltaic 6059 N Kingsford Ave Park City, UT	Jul 16, 13
13-1217	Glen Stracher Kitchen Remodel 7386 Stage Coach Dr. Park City, UT	Jul 18, 13

Eastern Summit County

13-1196	Mountain West Electrical Electrical for Barn 804 E 3200 N, Marion, UT	Jul 10, 13
13-1201	David Louder Meter for Ag. Barn 2326 N 450 W, Kamas, UT	Jul 11, 13
13-1205	Dale Cox Contractor Water tank for Rockport Est. Rockport, UT	Jul 12, 13
13-1208	Chesley Electric Temporary Power Ped. 27649 Old Lincoln Hwy. Wanship, UT	Jul 15, 13
13-1209	Ashley Woolstenhulme Electric Meter Set 30992 Old Lincoln Hwy. Wanship, UT	Jul 15, 13
13-1212	Russ Tychsen Sunroom 4039 S Mirror Lake Hwy. Kamas, UT	Jul 16, 13

**New Planning Applications
Submitted July 10-July 17, 2013**

Snyderville Basin

Project #	Project Name	Submittal Date
13-660	Bizzaro GT Flinders Sub PA Chris Braun Plat Amendment GTF-1 & GTF-2 5304 Mountain Meadows Ln	Jul 10, 13
13-662	Thomas Lot of Record Solim Gasparik Lot of Record GTF-7-B 5795 N. Old Ranch Road	Jul 12, 13
13-664	Mulhern Willow Creek Special Exception Ivan Broman Special Exception WLCRK-52 1157 Cottonwood Lane	Jul 15, 13
13-665	Utah Olympic Park Rezone & PA Colin Hilton Rezone & Plat Amendment KJS-5-1AM-X Kimball Junction Sub.	Jul 11, 13

Eastern Summit County

13-663	Winterton LOR Seth Winterton Lot of Record CD-2185-C 1442 E. Lower River Road	Jul 12, 13
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Respectfully Submitted, Patrick Putt
Community Development Director

COMMUNITY DEVELOPMENT

Submitted by Patrick Putt, Community Development Director:

- The department received 16 new building applications and 6 new planning applications this past week as follows:

New Building Applications Submitted July 17 – July 23, 2013 Snyderville Basin

Project #	Project Name	Submittal Date
13-1218	Robert Carson Photovoltaic 8834 Highfield Rd. N	Jul 18, 13
13-1219	Gregg Letonen Photovoltaic 586 Maple Drive	Jul 18, 13
13-1220	Bill Wilsey Photovoltaic 1012 Cutter Ln.	Jul 18, 13
13-1221	Jon Anderson Photovoltaic 3180 Antler Court E	Jul 18, 13
13-1222	Scott Adelman Photovoltaic 2305 Creek Crossing Loop	Jul 18, 13
13-1223	Roger Crawford Photovoltaic 77894 Douglas Dr.	Jul 18, 13
13-1224	David Silvers Photovoltaic	Jul 18, 13
13-1225	Eugene Slagowski Electrical Meter	Jul 18, 13

13-1226	Paul Belcher Single Family Dwelling 2649 E Westview Trail	Jul 18, 13
13-1227	Preston Campbell Single Family Dwelling 1163 Red Fox Rd	Jul 18, 13
13-1229	Smooth Stone Homes 26 Unit Condo 5461 Luge Ln	Jul 19, 13
13-1230	Enclave Duplex 4868 Enclave Way	Jul 19, 13
13-1234	Jimmy Johns Tenant Improvement 6400N Hwy 224	Jul 22, 13
13-1237	William Johnson Remodel 3836 Quarry Mtn. Rd.	Jul 22, 13
13-1240	Loughrey Demolition 1106 Abilene Way	Jul 22, 13

Eastern Summit County

13-1239	Pamela Soderberg Demolition 1105 S West Hoytsville Rd.	Jul 22, 13
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**New Planning Applications
Submitted July 17 – July 23, 2013
Snyderville Basin**

Project #	Project Name	Submittal Date
13-666	Macfarlane PA David Macfarlane Plat Amendment 657 East Border Station	Jul 19, 13
13-667	Chamber of Commerce PCTC Window Sign Bill Malone Sign Permit Park City Tech Center	Jul 18, 13
13-668	Mattress Firm Sign Melvin Sweeney Sign Permit 6520 N. Highway 224	Jul 19, 13
13-672	Slope Improvements LIP Tom Butz Low Impact Permit SS-8-C-1 3863 Kilby Court Road	Jul 22, 13

Eastern Summit County

13-670	Luttmer Garage BOA Elizabeth Luttmer Board of Adjustment SK-57 1885 Samak Park Loop	Jul 22, 13
13-671	Ride2Recovery Special Event Linda Glassel Special Event Ride throughout County	Jul 22, 13

Respectfully Submitted, Patrick Putt
Community Development Director

MINUTES

SUMMIT COUNTY
BOARD OF COUNTY COUNCIL
WEDNESDAY, JUNE 19, 2013
SHELDON RICHINS BUILDING
PARK CITY, 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*
Dave Thomas, *Deputy Attorney*
Helen Strachan, *Deputy Attorney*
Kent Jones, *Clerk*
Karen McLaws, *Secretary*

CLOSED SESSION

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

The Summit County Council met in closed session from 1:15 p.m. to 2:20 p.m. for the purpose of discussing personnel. 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*

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

The Summit County Council met in closed session from 2:20 p.m. to 3:30 p.m. for the purpose of discussing litigation. 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*
Dave Thomas, *Deputy Attorney*
Helen Strachan, *Deputy Attorney*
Patrick Putt, *Community Development Director*
Kimber Gabryszak, *County Planner*
Alison Weyher, *Economic Development*

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

WORK SESSION

Chair McMullin called the work session to order at 3:40 p.m.

- **Recognition of Detective Joshua Wall for receiving the coveted 2013 Children’s Justice Center MDT Award; Claudia McMullin, Chair**

Chair McMullin presented the 2013 Children’s Justice Center Multi-Disciplinary Team Award to Detective Joshua Wall from the Sheriff’s Department. Detective Wall noted that this is the second year in a row he has received this award, and last year the recognition was for having an outstanding Children’s Justice Center in Summit County. He stated that it is an extreme honor to receive the award.

- **Discussion regarding Blue Sky Ranch; Jennifer Strader and Pat Putt**

Eastern Summit County Planning Commission Chair Sean Wharton stated that he was absent at the last Planning Commission meeting, but it was his understanding that the Planning Commission voted unanimously to rezone to commercial.

Sarah Phillips, Counsel for Blue Sky, stated that the vote was not unanimous, but a majority of the Commission voted to rezone the entire property with a consent agreement to limit the uses going forward.

Community Development Director Patrick Putt clarified that the Planning Commissioners discussed including all of the ranch activities in the boundary of the commercial rezone, including lodging, event barn, corral, distillery, restaurant, and storage area. He explained that they proposed a rezone for the developable area on the property, not the entire property.

Chair McMullin asked if the Planning Commission and Staff feel there is a reason to create a new agri-tourism zone in Eastern Summit County. She felt they are not looking at a rezone but rather at creating an agreement that would allow for the commercial use as defined in the agreement. County Planner Jennifer Strader stated that she believes the Planning Commission recommended a combination of a rezone to commercial and a consent agreement to limit the uses and operations. Chair McMullin asked if they might consider a process that would achieve that faster without rezoning. Commissioner Wharton stated that he did not see a need for an agri-tourism zone, and he was not sold on the idea of the whole operation being commercial. He considered a distillery to be more of a light industrial use than a commercial use, and he believed regulations would apply to a distillery that would not apply in a commercial zone.

Community Development Director Patrick Putt noted that County Planner Jennifer Strader provided a memorandum outlining some options related to this matter. He reported that, following the meeting at the Blue Sky site, a regularly scheduled work session was held with the Planning Commission to discuss options. During that discussion, Staff raised the question of what would happen if the distillery no longer existed or if the resort changed ownership or uses

or ceased to operate, which would leave 75 to 100 acres zoned commercial in an area surrounded by very low density agricultural zoning, and the idea of a consent agreement was discussed. The vote of the Planning Commissioners was 4 to 2, and he believed those who voted against it did so because of the extent of the area that would be zoned commercial. They felt it might be better for the commercial zoning to be just around the distillery, restaurant, and possibly the storage area. The lodging and guest ranch uses are an allowed use in that zone, and they questioned why the commercial zone should include them. The other Commissioners felt that lodging uses are a commercial activity and should be called what they really are. He noted that Staff's recommendation is similar to what the Planning Commission recommended. They believe there is some wisdom in restricting the rezone to the area around the distillery, storage area, and restaurant. Another option would be to add a distillery use to the AG Zone, but they did not believe that was appropriate. Another idea was to create an agri-tourism use, that could go into the agricultural zones, but that would apply to existing working dairies, ranches, and agricultural uses and make them conditional uses. If they choose to do that, they would probably want to change the definition to exempt those agricultural operations. Mr. Putt suggested that the Council handle this through a consent agreement or a SPA. Staff believes the best approach would be a commercial rezone and an agreement to address what could occur on the property in the future.

Council Member Robinson asked how a micro-distillery or micro-brewery is defined. Ms. Phillips stated that they looked at the State definition, which is 60,000 barrels annually, and cut that in half to 30,000 barrels. They also cut the square footage limitation to 25,000 square feet, not including barrel storage. Council Member Robinson asked why agricultural areas would care about a micro-brewery or distillery that is limited to 25,000 square feet and 30,000 barrels per year. Commissioner Wharton stated that people do not want that in their neighborhoods. Council Member Robinson asked who would be harmed by having a few of those uses in Eastern Summit County. Commissioner Wharton replied that the downside is that it would put commercial activities in the middle of rural zones, which could increase traffic and bring in large trucks. Mr. Putt explained that the benefit would be potential economic development, but from a planning perspective there would be traffic impacts and emergency service access issues. He explained that normally they create zoning districts because they are neighborhoods of like conditions, uses, and values that flow out of the General Plan. This use would be in a rural agricultural zone, with low-density residential, farming, and ranch land uses with some agricultural production. Typically, manufacturing or larger scale industrial product creation would not be located in an agricultural zone. Council Member Robinson argued that this is a micro-distillery, not a major production facility. Mr. Putt explained that, if they allow this type of use, it would consciously open the door to other small industrial uses in the agricultural zones. He explained that Staff is trying to be consistent with the existing purpose for the AG Zone as described in the General Plan without manipulating it for one specification application.

Chair McMullin asked if they would want to allow a use or create an overlay zone under certain conditions to incentivize economic development. She believed that could be handled through land use and suggested that they create an overlay zone that would require certain conditions, which might achieve one of the Council's goals of promoting economic development on the east side of the County.

Council Member Robinson stated that whatever they decide to do, it needs to be capable of being replicated. Chair McMullin noted that the Eastern Summit County Planning Commission is in the process of amending its General Plan and Development Code. She believed the Planning Commission could take direction from the Council's discussion and implement that into those documents while the Council addresses this applicant's problem.

Deputy County Attorney Dave Thomas explained that consent agreements in the past have typically included a public process. The process starts with the Planning Commission, which can hold a public hearing if they choose to and forward a recommendation to the County Council. The County Commission in the past held public hearings on the Planning Commissions' recommendations and made a decision on whether to approve the consent agreement. The agreement can include whatever provisions the Council would like it to. He recommended against a combination rezone and consent agreement and suggested creating a consent agreement only that would specifically limit the use to this property and limit the scope of the use.

Council Member Carson asked if the Planning Commission held a public hearing as part of its decision-making process. Planning Commissioner Ken Henrie replied that it was discussed in work session.

Council Member Robinson stated that he agrees with the process of creating a consent agreement specific to this applicant without a general rezone as recommended by Mr. Thomas.

Council Member Armstrong asked if that process would cause Staff any concern. Mr. Putt replied that one reason they are here today is that the distillery component was not part of the applicant's original Conditional Use Permit (CUP). Because distilleries are not listed in the Land Use Table as an allowed use, a decision was made that it should be categorized as an accessory use. Then the discussion evolved into making sure that the accessory use would always remain subordinate to the main use and still comply with the Code. A stipulation was placed on the amount of product that could be sold offsite, and Staff was asked to find a way to go through the current normal processes to make that consistent with the Code. He explained that the four options presented by Staff are in response to that. If they solve this with a consent agreement, that is not the direction given to Staff, and he questioned why they did not do this in the first place. Council Member Armstrong questioned whether they are wandering down the road to expediency that will set them up for a complaint later from someone who did not get a consent agreement under similar circumstances. He asked if this could be considered arbitrary or if it is considered to be a means of settling a lawsuit. Mr. Thomas replied that this can be done as a means of settling a lawsuit, and someone else could not use it against the County as an equal protection claim because of the uniqueness of the circumstance in this lawsuit. He explained that they would be resolving this issue for this applicant under these specific circumstances. If there is a greater need for these types of uses later or a gap in the Code, a consent agreement would not solve that, and the County would have to go through the Code amendment process to address it.

County Manager Bob Jasper explained that he wants to be sure this is done through a public process.

Mike Phillips, owner of Blue Sky, stated that what prompted this issue was whether the Low Impact Permit (LIP) process was the correct way to address this issue. He stated that they have already been through four public hearings, and the public has adequately been informed of the scope of what they are doing. He believed it would have been better if the LIP process had not been part of the Code and that the Council could do something about that in the future to be certain that they do not get into a situation like this again. His concern with the consent agreement is to be sure that, if they do not have a distillery, the property would revert back to what it was entitled for under the CUP, which is an agricultural use. He stated that they are fine with a consent agreement or any of the four alternatives suggested by Staff. His main concern is that the process should not be prolonged any longer than it has to be.

Commissioner Henrie stated that he was at the Planning Commission work session, and the Commissioners felt there was a sense of urgency, because the applicant has been through a long process, and they are looking for a way to expedite this. He stated that the problem has always been the distillery, because all the other uses fall under the CUP. He believed the economic development would be good for the County and for this area and that there is nothing wrong with this, and they need to find a way to make it work. He did not understand how a consent agreement works and felt that it would be a band-aid approach, but if it is legal and gets the job done, he believed it would be the right approach. He stated that the agricultural environment on the eastern side of the County is truly agricultural, with very little commercial development, and he believed they should encourage economic development. One thing the Planning Commission discussed is that agriculture should be called agriculture, commercial should be commercial, and industrial should be industrial. If they add a brewery use to the agricultural zones, it would apply to the entire east side. The Commission felt that this use should be called commercial or light industrial and zoned for what it is, not just a use in an agricultural zone. Commissioner Henrie stated that the Planning Commission agreed that they wanted to expedite this, and the only disagreement was the acreage. He felt the commercial zoning should have been limited to the distillery, and other Commissioners felt that the entire parcel should be rezoned.

The Council Members agreed that they should proceed with a consent agreement in this instance. Council Member Robinson stated that he would like the Council to review the consent agreement before it goes to the Planning Commission. He also wanted it to apply only to the area around the distillery and be the minimum acreage needed.

- **Discussion regarding Solid Waste Fee Schedule; Jaren Scott, Solid Waste Superintendent**

Solid Waste Superintendent Jaren Scott reviewed the changes to the fee schedule and explained that he is not looking at the overall amount of fees for tonnage coming into the landfill but is changing the structure of how the fees are applied. He recalled that the Council approved an enterprise funds in 2012, and the proposed fees are based on studies done in conjunction with that. He noted that the major change has to do with green waste and the plan to recycle it. He stated that he is not aware of any other landfill in the State that allows green waste in without a charge. There has also not been a plan for handling the waste. He recommended that the County charge for green waste and noted that lawn care companies from adjoining areas bring their green waste to Summit County because it is free.

Council Member Carson expressed concern that people will put their green waste in the garbage, and it would still go into the landfill at no additional cost. Mr. Scott explained that they will work to educate the public and be sure that the waste is taken care of appropriately. County Engineer Derrick Radke explained that he is aware of a company in the County that is going into business of composting green waste material without charge. Mr. Scott explained that the County will also recycle the green waste it receives and chip it, whereas there has been no recycling whatsoever in the past.

Council Member Ure commented that people dump green waste all the time on the road to Tuhaye and on his property. He expressed concern that the problem would become worse if the County charges \$25 per ton for green waste. He stated that people in Kamas also fill washout areas with grass trimmings. He did not believe the fee would increase the income for the landfill by much, and he questioned the philosophy behind the fees. He stated that when they implemented recycling throughout the County, it decreased the amount going into the landfill, which also decreased their expenses. He questioned at the time whether they could maintain the same amount of personnel if the tonnage is less, and he was guaranteed that it would remain the same. Mr. Jasper explained that Allied was not paying fees to the landfill previously, and the current situation is revenue neutral. Mr. Scott clarified that Allied currently pays fees for the waste they bring into the landfill, which encourages more recycling. That may hinder the tonnage coming in, but over time the population will increase, and revenues will be fairly sustainable. He stated that Summit County is well below the average fees for other landfills in the State. Council Member Ure commented that the general fund is still subsidizing the landfill. Mr. Scott explained that the goal is to reach a point where the general fund will no longer subsidize the landfill at all. Council Member Ure questioned whether the County is really cutting the budget at all with the increases in the Planning and Zoning fees and landfill fees or if they are really adding to it.

Council Member Robinson expressed concern that the enterprise fund has not accounted for the costs of building new cells and decommissioning the current cell. He recalled that the consultant was to study that and expressed concern that they are undermining the future by just scraping by and not creating reserves and fund balances to allow for the next generation to accrue sufficient funds to deal with the problem. Mr. Scott explained that the consultant recommended that they raise tipping fees to \$28.76, but because the contract with Allied is for \$25 per ton, that cannot be adjusted at this time. At the time of the next bid, they can include a stepping process to increase the rates. He suggested that they collect data for a year and then reconsider the tipping fees. Council Member Carson agreed with reviewing the fees in a year to see what differences these changes have made. Council Member Robinson stated that the issue for him is not the impact on the general fund but making sure that the enterprise fund pays its way, which includes setting aside money to cap and reclaim the existing cell and having the means to create a new cell.

REGULAR MEETING

Chair McMullin called the regular meeting to order at 4:55 p.m.

- **Pledge of Allegiance**

**CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION #2013-06
MODIFYING THE RATES CHARGED FOR DISPOSAL AT SUMMIT COUNTY
LANDFILLS**

Council Member Robinson made a motion to adopt Resolution #2013-06 modifying the rates charged for disposal at Summit County landfills. The motion was seconded by Council Member Carson and passed by a vote of 4 to 1, with Council Members Armstrong, Carson, McMullin, and Robinson voting in favor of the motion and Council Member Ure voting against the motion.

**OLYMPIC DAY PROCLAMATION; ROBBIE BECK, UTAH OLYMPIC LEGACY
FOUNDATION**

Sandy Chio, Marketing Director for the Utah Olympic Legacy Foundation, reported that the event will be held on Sunday, June 30, this year and requested that the Council approve the Olympic Day Proclamation.

Council Member Ure made a motion to approve the Olympic Day Proclamation. The motion was seconded by Council Member Robinson and passed unanimously, 5 to 0.

CLOSED SESSION

Council Member Robinson made a motion to convene in closed session to discussion property acquisition. The motion was seconded by Council Member Ure and passed unanimously, 5 to 0.

The Summit County Council met in closed session from 5:00 p.m. to 5:45 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
Andy Armstrong, Mountain Regional Water
Scott Green, Mountain Regional Water
Julie Booth, Public Affairs

Council Member Ure made a motion to dismiss from closed session and to reconvene in regular session. The motion was seconded by Council Member Robinson and passed unanimously, 5 to 0.

**CONSIDERATION AND POSSIBLE APPROVAL OF WESTERN SUMMIT COUNTY
PROJECT MASTER AGREEMENT; DAVE THOMAS, CHIEF CIVIL ATTORNEY**

Mr. Thomas explained that the County Council would approve the agreement on behalf of the County and also approve it as the Governing Board of the Mountain Regional Water Special Service District. He provided a history of the water problems that have existed in western Summit County in the past and a moratorium that was placed in 1996 on transferring water into and out of the Snyderville Basin. He explained that with this agreement, the Utah Division of Water Resources will regionalize the system, with the primary party being Weber Basin Water.

The parties to the agreement will be Mountain Regional Water, Park City Water, Summit Water, and other parties. The purpose of the agreement is to regionalize water services between the parties by integrating their systems and putting an end to the water wars in western Summit County. Mr. Thomas explained that Weber Basin would be the primary wholesaler of water between the parties and would act as a water broker. The costs will initially be borne by Weber Basin, and they will issue a bond to do that. Starting in 2020, the parties will start to pay a regionalization fee. Future projects will be determined by Weber Basin, Summit County will release the tax liens on the assets Weber Basin will assume, and there will be a cessation of all protests with the State Engineer. He reported that the draft agreement was posted on Friday, June 14.

PUBLIC INPUT

Chair McMullin opened the public input.

There was no public input.

Chair McMullin closed the public input.

PUBLIC HEARING AND POSSIBLE ACTION TO AMEND THE VILLAGE AT KIMBALL JUNCTION DEVELOPMENT AGREEMENT TO MODIFY THE SPECIFIED AFFORDABLE UNIT MIX AS WELL AS AN AMENDMENT TO EXHIBIT 16 TO MODIFY THE EXTERIOR ELEVATIONS OF THE STRUCTURE THROUGH ADOPTION OF ORDINANCE NO. 767-A; TIFFANIE NORTHRUP-ROBINSON, PLANNER

County Planner Tiffanie Northrup-Robinson presented the staff report and explained that the amendment was proposed by Scott Loomis with Mountainlands Community Housing Trust. The amendment would modify the language of the development agreement specific to the unit mix for the affordable housing component. It would modify the units from 17 studio apartments and 17 1-bedroom units to 28 units with a slightly different mix. She also presented proposed new building elevations for the units. She reported that this item was noticed for a public hearing, and Staff has received no comment. Staff recommended that the County Council conduct a public hearing and adopt the proposed amendments with the condition in the staff report.

Scott Loomis with Mountainlands Community Housing Trust explained that they will increase the number of WUEs and avoid competing with the other units in the area. The rents will be lower than those of the Liberty Peak Apartments, which should be a win-win situation.

Chair McMullin opened the public hearing.

There was no public comment.

Chair McMullin closed the public hearing.

Council Member Carson made a motion to amend the Village at Kimball Junction Development Agreement to modify the specified affordable unit mix and to amend Exhibit 16 to modify the exterior elevations of the structure through adoption of Ordinance No. 767-A with the following condition of approval:

Condition:

- 1. A Low Impact Permit must be granted prior to construction of the affordable housing structure to verify that the structure is in compliance with the amended Development Agreement and to verify that the remaining criteria for approval outlined in 10.5.3 are met. This would include but is not limited to master lease agreements, necessary deed restrictions, and verification of the targeted AMI for the units.**

The motion was seconded by Council Member Armstrong and passed unanimously, 4 to 0. Council Member Robinson was not present for the vote.

CONSIDERATION AND POSSIBLE APPROVAL OF WESTERN SUMMIT COUNTY PROJECT MASTER AGREEMENT; DAVE THOMAS, CHIEF CIVIL ATTORNEY – (Continued)

Mr. Thomas explained that the proposed agreement has three outstanding issues that still need to be addressed. One relates to future facilities, which were to be at Weber Basin's sole discretion, but Summit County has requested a change requiring concurrence of two of the following entities--Mountain Regional, Park City Water, and Summit Water, and one of those parties must own the land on which the facilities are to be located. Another issue deals with the shareholders and where they can view the master agreement. The third issue is the provision that Weber Basin will place a lien on the revenues received by each entity from the water project to secure payment of the fees and charges for the foreseeable future. He explained that Mountain Regional has outstanding bonds, and the current bondholders need to stay in first position. He noted that Mountain Regional does not want to be at a disadvantage if they apply for future financing by having additional liens on their revenues and a future bondholder potentially taking a third position.

Mr. Thomas explained that the purchase agreement is a stand-alone agreement between Weber Basin, Summit Water, Trilogy, and Mr. Saunders for the East Canyon water treatment plant and Highway 40 pipeline system for a total purchase price of \$13 million. It was his understanding that the purchase price would be split between Trilogy and Mr. Saunders. There is also a provision in the purchase agreement that deals with the outstanding tax case, and \$803,000 will be withheld from the purchase price and put in escrow until the tax case is resolved.

Council Member Robinson stated that he hoped to get to a position tonight where they can approve the agreement in concept subject to legal counsel reviewing the final version and authorize the Chair to execute the agreement. He felt it would be important to all the parties involved to make a positive motion on the proposed agreement.

Council Member Armstrong reviewed a number of his concerns with the agreement, which included the conflict language in Paragraph 2.6, having an audit provision in the agreement, the easement language in Paragraph 2.9, how the administrative fee is determined, whether the lien language would implicate any of the bonds for Mountain Regional, and the warranties not being reciprocal. He asked about the terms of escrow, and Mr. Thomas replied that they will be

included in a separate agreement. Council Member Armstrong asked that the agreement state what will happen when parties are in breach of the contract. He expressed concern that Weber Basin is being granted the exclusive right to wholesale water to the Snyderville Basin, but the agreement does not state what Weber Basin is required to do or contain any obligation for them to provide water. He explained that they are entering into a monopoly without any economic parameters or any obligation for Weber Basin to provide the water. Council Member Robinson addressed Council Member Armstrong's concerns and he and Mr. Thomas proposed language to address the issues Council Member Armstrong had raised. Andy Armstrong noted that Weber Basin is a quasi-governmental entity, and Summit County has representation on their board. They will have to answer to the board, and he did not believe they would try to gouge the County.

Andy Armstrong reported that his administrative control board has forwarded a positive recommendation to enter into the agreement pending the modifications they requested to Article 12.7 pertaining to the lien situation. They feel it will give Mountain Regional an opportunity to monetize their surplus water over the next decade, provide additional treatment capacity on the west side of the District, and eventually provide interconnectivity between water treatment plants that will strengthen the system. They are also very pleased to see an end to the protests of their water right.

Council Member Ure expressed concern about Article 2.9 and whether they are getting into a trap where they cannot work on the prices and could be in default and not able to supply water. Council Member Robinson explained that they do not want Park City, Summit Water, or Mountain Regional to have a veto, and they agree with the concept of two of the three having to agree.

Council Member Robinson made a motion to approve the Western Summit County Project Master Agreement and authorize the Chair to sign with the amendments and changes discussed this evening that are found to be satisfactory by legal counsel. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.

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

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

The meeting of the Governing Board of the Mountain Regional Water Special Service District was called to order at 7:55 p.m.

CONSIDERATION AND POSSIBLE APPROVAL OF WESTERN SUMMIT COUNTY PROJECT MASTER AGREEMENT; DAVE THOMAS, CHIEF CIVIL ATTORNEY

Board Member Robinson made a motion that the Governing Board of the Mountain Regional Water Special Service District approve the Western Summit County Project Master Agreement and authorize the Chair to sign the agreement once the changes that have been discussed have been made to the agreement to the satisfaction of the County's

Chief Civil Deputy Attorney. The motion was seconded by Board Member Carson and passed unanimously, 5 to 0.

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

Board Member Robinson made a motion to dismiss as the Governing Board of the Mountain Regional Water Special Service District and to reconvene as the Summit County Council. The motion was seconded by Board Member Carson and passed unanimously, 5 to 0.

The meeting of the Governing Board of the Mountain Regional Water Special Service District adjourned at 7:56 p.m.

MANAGER COMMENTS

Mr. Jasper reported that Mountainlands Community Housing Trust has requested that he waive the building permit, traffic impact, development agreement amendment, and low impact fees in conjunction with the development agreement amendment reviewed earlier this evening in the amount of \$56,753.54. He noted that he has the authority to waive those fees and informed the Council that he intends to do so.

COUNCIL COMMENTS

There were no Council comments.

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

Council Chair, Claudia McMullin

County Clerk, Kent Jones



STAFF REPORT

To: Summit County Council
From: Jennifer Strader, County Planner
Report Date: July 19, 2013
Meeting Date: July 31, 2013
Project Name & Type: Neighborhood Plans Public Hearing

Executive Summary

On June 11, 2013, the Snyderville Basin Planning Commission (SBPC) forwarded a positive recommendation to the Summit County Council (SCC) for Chapter 9 of the General Plan which is specific to individual Neighborhood Plans.

Staff is recommending that the SCC conduct a public hearing to receive public comment on the second group of neighborhoods and provide Staff with specific direction on further edits that may be necessary prior to the adoption of Phase I of the General Plan, which includes Chapters 1-9 (**Exhibits A-E**). The neighborhoods include Bitner Road, Kimball Junction, Rasmussen Road, and Silver Creek.

A. Background

Through the review process of the General Plan over the last several months, the SBPC determined that the Neighborhood Plans update should be addressed exclusive of Chapters 1-8 to provide the opportunity for the public to focus specifically on their respective neighborhoods in offering public input. The neighborhoods were split into three (3) groups and public hearings held on the following dates:

May 7 th , Group 1	May 14 th , Group 2	May 28 th , Group 3	June 11, 2013
West Mountain Canyons Olympic Park Jeremy Ranch/Pinebrook The Summit Central Basin North Mountain	Bitner Road Kimball Junction Rasmussen Road Silver Creek	Highland/Trailside Old Ranch Road East Basin Quinn's Junction	Final public hearing on all neighborhoods

In addition to public input received at the public hearings, Staff received written comments from property owners in several neighborhoods. All of the public input and comments received was discussed by the SBPC and much of it inserted into the Neighborhood Plans.

The SCC requested that public hearings be held for the neighborhood plans similar to the SBPC public hearings.

B. Identification and Analysis of Issues

Organization of Neighborhoods

The number of individual neighborhood planning areas has increased from 8 to 15. Staff delineated the neighborhood boundaries based on factors such as existing uses, topography, infrastructure, vegetation, lot sizes, and other existing characteristics.

Content

The neighborhood plans describe the existing characteristics of each neighborhood and further identify unique attributes and other features that are desirable to be maintained or enhanced within the individual neighborhoods.

Although there are hard boundaries that delineate each neighborhood, the global planning principles outlined in Chapters 1-8 of the General Plan are applicable to all areas within the Snyderville Basin, in addition to any additional criteria outlined in the specific neighborhood plans.

Format

The format of the Neighborhood Plans has been changed to be more logical and to make the Plans more understandable. Edits have also removed items that are redundant and/or covered elsewhere in the General Plan, covered in the Development Code, or no longer applicable (i.e. road connections that have already been provided).

As the Neighborhood Plans are advisory, regulatory language has been removed that is either already existing in the Code or needs to be reviewed for possible inclusion in the Code. Staff has identified the regulatory language that was removed from the neighborhoods in **Exhibits F through H**. Regulatory language that already exists in the Code is identified first, with language highlighted in yellow needing additional review and discussion.

C. Recommendation

Staff recommends that the SCC conduct a public hearing for the following neighborhoods: Bitner Road, Kimball Junction, Rasmussen Road, and Silver Creek. Based on Staff's analysis and public input received, Staff further recommends that the SCC provide specific direction to Staff on further edits necessary prior to scheduling approval of an Ordinance that would adopt Phase I of the General Plan.

Exhibits

- Exhibit A: Chapter 9 - Neighborhood Plan Introduction
- Exhibit B: Bitner Road
- Exhibit C: Kimball Junction
- Exhibit D: Rasmussen Road
- Exhibit E: Silver Creek
- Exhibit F: Rasmussen / Bitner Code Language
- Exhibit G: Kimball Junction Code Language
- Exhibit H: North Mountain Code Language (Silver Creek)

Chapter 9 Neighborhood Plans

In order to protect existing neighborhood characteristics and to promote cohesive planning in the future, the following Neighborhood Planning Areas have been identified in the Snyderville Basin: Bitner Road, Canyons, Central Basin, East Basin, Highland Estates, Jeremy/Pinebrook, Kimball Junction, North Mountain, Old Ranch Road, Quinn's Junction, Rasmussen Road, Silver Creek, The Summit, Utah Olympic Park, and West Mountain.

Although there are hard boundaries delineating each neighborhood planning area, it is important to recognize that how development occurs in one neighborhood may affect adjacent neighborhoods. It is the intent of this Plan to ensure that appropriate planning principles are adhered to not only within individual neighborhoods, but among them as well.

All neighborhoods within the Snyderville Basin should adhere to the goals, objectives, and policies found in the individual chapters of the Plan and summarized in the statements below. However, each neighborhood planning area will not lend itself equally to the application of only these goals, objectives, and policies based on their unique characteristics. Additional neighborhood design objectives and/or special considerations have been included for some neighborhoods.

Global Principles:

- **Chapter 1: Vision and Background**
All neighborhoods should support the resort and mountain character of the Snyderville Basin. Development should be designed to support a sense of community.
- **Chapter 2: Land Use**
All neighborhood development should focus on sustainable patterns of development with special attention given to the protection of critical lands, wildlife migrations corridors, and view sheds.
- **Chapter 3: Housing**
All neighborhood development should adhere to the commitment to provide housing for moderate or low income residents.
- **Chapter 4: Cultural and Natural Resources**
All neighborhood development should protect and preserve culturally beneficial historical structures and natural

resources with special attention given to access to and connectivity of the community-wide trail system.

- **Chapter 5: Open Space**
Preservation of open space is the highest priority of all neighborhoods. This is considered the most valuable characteristic which promotes the image and lifestyle enjoyed in the Snyderville Basin.
- **Chapter 6: Recreation and Trails**
All neighborhood development should give special attention to access for recreational opportunities for the residents of the neighborhood and Snyderville Basin.
- **Chapter 7: Services and Facilities**
All neighborhood development should provide for ease of access for public services such as police, fire trucks, and weed abatement.
- **Chapter 8: Transportation**
All neighborhood development should promote the community-wide connectivity and traffic flow of transportation.

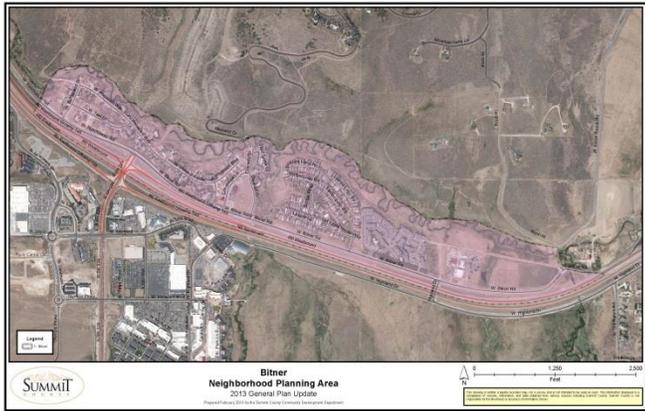
BITNER ROAD

Location

The Bitner Road neighborhood is bordered on the north by East Canyon Creek; on the west by the east end of the Rasmussen Road Neighborhood; on the south by Bitner Road that runs east and west; and on the east by Bitner Road that runs north and south.

Zoning

The current zoning in this neighborhood is Rural Residential. The base density is 1 unit per 20 acres.



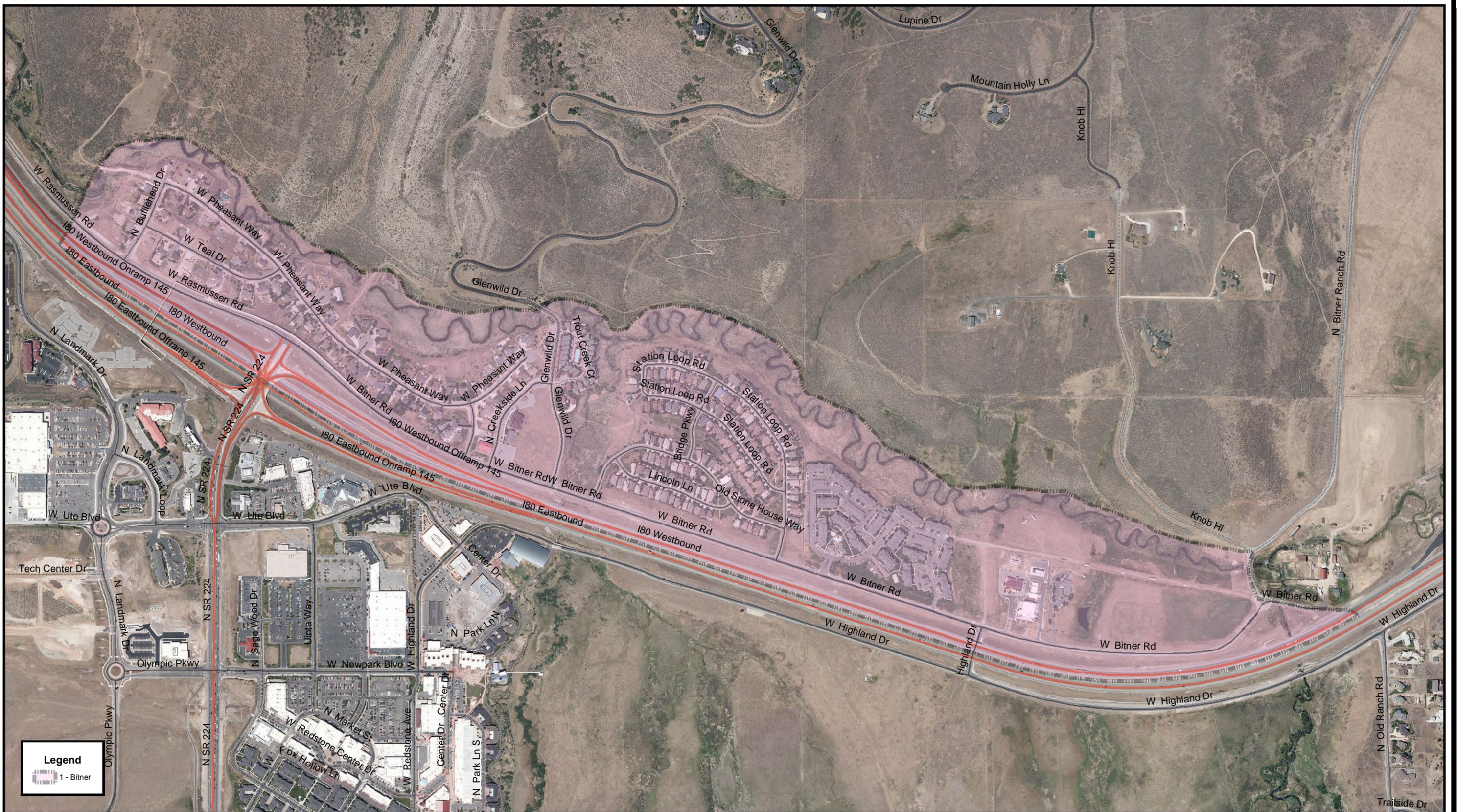
Neighborhood Description

The Bitner Road neighborhood is highly visible from Interstate 80 and others areas in the immediate vicinity. It contains a mix of single family detached, multi-family, and neighborhood commercial uses. The East Canyon Creek is an important community amenity in this neighborhood, which is located within the Swaner Nature Preserve.

There are a few undeveloped parcels located within this neighborhood. While this is a linear neighborhood that parallels I-80, it should not function as a strip development; however, based on the boundaries of the neighborhood and current Development Code criteria, such as setbacks, development would occur in a linear pattern. The allowed uses are also limited by the existing zoning. Consideration should be given for future mixed-use developments and flexibility in design standards. This may occur through future Code amendments and rezoning of parcels located within the neighborhood. Future land use patterns should also be context sensitive in terms of infrastructure capacity.

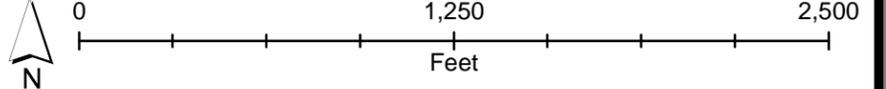
Any future development should be sensitive to its surroundings, especially the East Canyon Creek corridor. Enhancements, including stream bank restoration and riparian plantings are appropriate.

This neighborhood is bordered on the east by the Silver Creek Neighborhood, which has one access in and out of the subdivision. Future connectivity options between the two neighborhoods should be studied and considered, not only for motor vehicles, but for pedestrians and other recreational users as well.



**Bitner
Neighborhood Planning Area
2013 General Plan Update**

Prepared February 2013 by the 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.

KIMBALL JUNCTION

Location

The Kimball Junction neighborhood contains property on both the east and west sides of SR-224. The east side is bordered on the north by I-80; on the east and south by the Swaner Nature Preserve; and on the west by SR-224. The west side is bordered on the north by I-80; on the east by SR-224; on the south by Summit County open space; and on the west by the Hi-Ute Ranch.

Zoning

The zoning in this neighborhood is a combination of Rural Residential (RR), Town Center (TC), and Community Commercial (CC). The base density in the RR zone is 1 unit per 20 acres; the base density in the TC zone is determined through the Specially Planned Area process; the base density in the CC zone is determined by the ability of the development to meet all required development performance standards and criteria set forth in the Development Code.

Neighborhood Description

The Kimball Junction neighborhood is the designated Town Center in the Snyderville Basin, which is the focal point for living, working, shopping, entertainment, and social interaction. It serves as a vital hub and employment center of the area. It is important that the Town Center should remain an economically and socially viable area at Kimball Junction that promotes a sense of place and community identity that supports the mountain resort economy of the Snyderville Basin.

There are not many undeveloped large lots in this neighborhood so redevelopment and in-fill development is the most likely to occur. Additional density, including allowances for more height should be considered. An appropriate mix of land uses, as well as various activity spaces and programs to encourage a sense of community, attracting people on a daily basis, are important objectives.

SR-224 that divides this neighborhood is the entryway to the Snyderville Basin and Park City. It is critical that the view from the road be one of quality, interest and sensitivity to the mountain environment. It is equally important that the roadway be able to operate in a safe and efficient manner. Summit County should continue to work with U.D.O.T. on future improvements to the roadway.





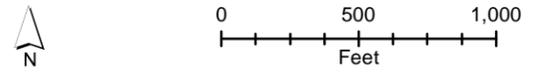
Legend

 7 - Kimball Junction



**Kimball Junction
Neighborhood Planning Area**
2013 General Plan Update

Prepared February 2013 by the Summit County Community Development Department



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RASMUSSEN ROAD

Location

The Rasmussen Road neighborhood is bordered on the north by Jeremy Ranch Elementary School; on the southwest by Interstate 80; on the southeast by the Spring Creek Subdivision; and on the northeast it extends just beyond East Canyon Creek.

Zoning

The zoning in this neighborhood is Rural Residential. The base density is 1 unit per 20 acres.

Neighborhood Description

The Rasmussen Road corridor is highly visible from Interstate 80 and others areas in the immediate vicinity. It is considered to be a primary entry corridor into the community and consists mainly of commercial uses that cater to the residents.

There are no existing residential uses in this planning area. The current zoning on the property is Rural Residential, which is not reflective of the current uses, nor is it consistent with the anticipated future growth pattern. Consideration should be given to rezoning parcels within this neighborhood to not only reflect the existing uses, but to provide opportunities for future mixed use developments.

It is likely that some areas in the Rasmussen Road neighborhood are going to be redeveloped in the future as there are only a few remaining undeveloped parcels. Development of vacant parcels and redevelopment of existing uses are encouraged to provide economic vitality and more services and employment opportunities for area residents.

Because of the close proximity to the Jeremy Ranch Elementary School and the residences in the adjacent Spring Creek Subdivision, pedestrian connections are an important consideration for future development.

East Canyon Creek forms the neighborhood's northeast boundary and is an important community amenity, not just for this neighborhood, but the entire Basin. This corridor provides a significant opportunity for a trail connection along the north side of the creek between Jeremy Ranch and Kimball Junction. This trail meets the recreation and non-motorized transportation needs of area residents and businesses and fulfills Policy 4.9 of the General Plan as depicted in the Community-Wide Trails and Master Plan. New development or redevelopment of parcels along the corridor may provide opportunities for additional backcountry trail connections and trailhead/trailhead parking locations. Appropriate consideration should be given to property owners along the corridor who grant trail easements as a community contribution and as one criterion for incentive density.



SILVER CREEK

Location

The Silver Creek neighborhood is bordered on the north and east by the Snyderville Basin/Eastern Summit County boundary; on the south by I-80; and on the west by Bitner Ranch Road.

Zoning

The zoning in this neighborhood is a combination of Rural Residential (RR), Hillside Stewardship (HS), Neighborhood Commercial (NC), and Community Commercial (CC). The base density in the RR zone is 1 unit per 20 acres; the base density in the HS zone is 1 unit per 30 acres; the density in the NC zone allows structures to be up to, but not exceed 5,000 sq.ft.; the base density in the CC zone is determined based on the ability of a proposed development to meet all required development and performance standards and criteria set forth in the Development Code.



Neighborhood Description

The Silver Creek neighborhood contains mostly residential and equestrian uses on large, existing subdivided lots, as well as a node of existing commercial uses and lots intended to serve the needs of the residents of Silver Creek and the surrounding area. The neighborhood contains hillsides and some mountainous terrain that is highly visible from I-80 and US-40. There is one point of ingress and egress for Silver Creek that is accessed from the northern most end of the US-40 corridor.

Because of the equestrian and open nature of the area, future development should occur in a manner that takes into consideration the need for equestrian uses, such as trails and other facilities and large lot residential uses.

There are concerns in this neighborhood regarding ingress and egress, water availability, and wastewater capacity. Provisions that would allow for future transportation alternatives resulting in further points of ingress and egress for vehicular and emergency services are encouraged. This may include a connection from the Bitner Neighborhood to the west. Future development plans should help facilitate a discussion with Service Area #3 regarding the availability of water in the neighborhood, as well as the extension of a sewer line into the neighborhood.

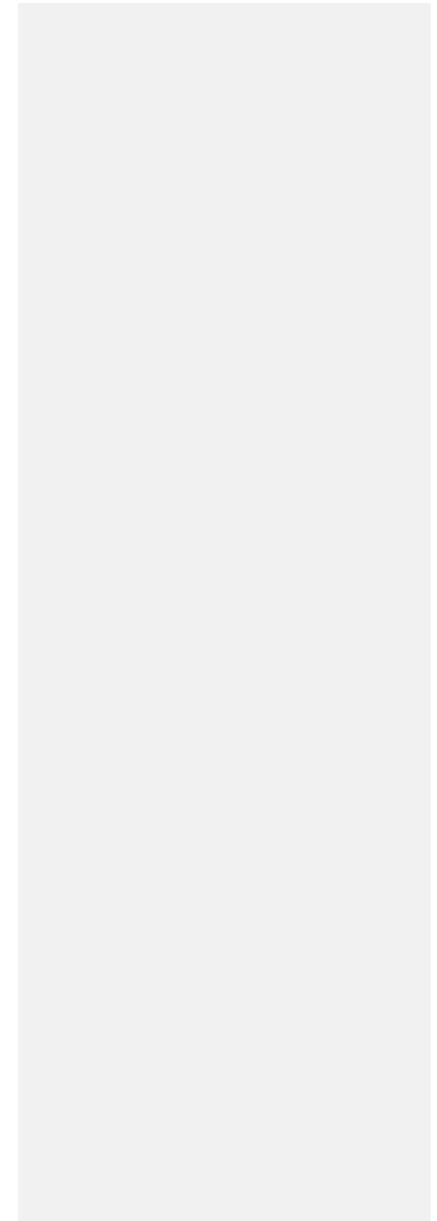
Other design considerations include fencing, streetlights, and the use of curb and gutter. Fencing in the neighborhood is encouraged to be ranch style, wildlife sensitive fencing with consideration given to the need to safely enclose and protect large animals and to promote the open and mountain character of the area. Streetlights are generally discouraged in this neighborhood except those used to ensure the health, safety, and welfare of the community. In an effort to maintain an open, rural feeling, the use of curb and gutter is not appropriate; other methods, such as the use of ditches should be explored.

A unique feature in this neighborhood is the historic Bitner Ranch, located near the southwest boundary. It is important to recognize this is a community amenity and provide opportunities for preservation of this Ranch.

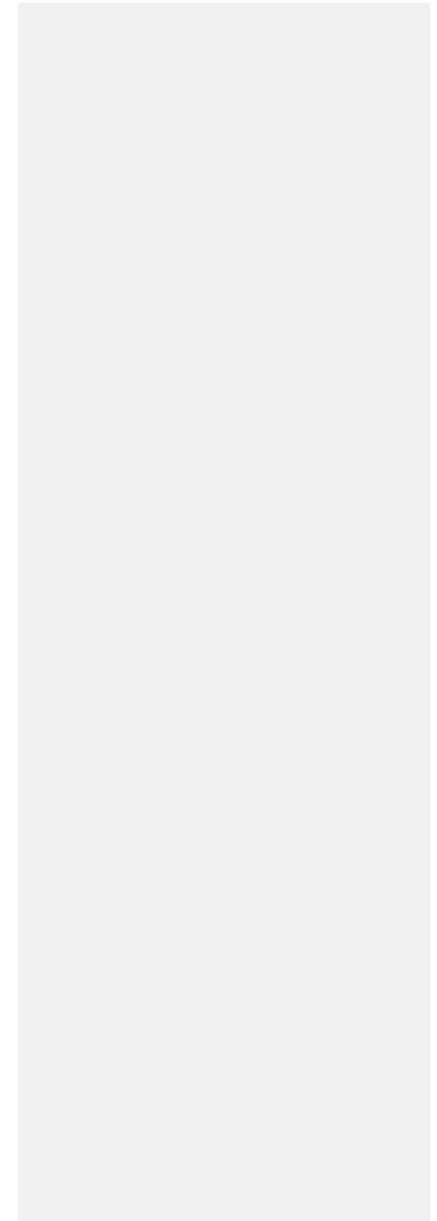
RASMUSSEN/BITNER ROADS

REGULATORY LANGUAGE	CODE DISCUSSION
All development shall demonstrate that architectural design, materials and colors, lighting and signage, and other streetscape features are consistent with the mountain character of the area. Natural materials and color schemes that are compatible with the background vegetation shall be required.	Section 10-4-20: Architectural Regulations , addresses this.
No roof pitch shall exceed 8:12. Flat roofs will be considered where it is demonstrated that the surface of the roof will not be visible from Interstate 80, including mechanical equipment. Large, unbroken expanses of roof will not be permitted. Continuous roofline segments must be small and there shall be "substantial" architectural articulation and/or features to minimize the massing of the structure.	Section 10-4-20-G-3 states that "Large unbroken expanses of roof area shall not be permitted". Section 10-4-20-H states that "Mechanical equipment on a roof must be hidden with a visual barrier so it is not readily visible from adjacent properties or public roadways, parks or other public spaces". The Code doesn't address specific roof pitches.
Large parking lots shall be divided among smaller parking lots and substantially screened with berms and landscaping, particularly where viewed from public areas.	Section 10-4-9-C-1 In no instance shall large expanses of asphalt parking be permitted. In situations where an extensive amount of parking is required, the parking shall be divided into smaller parking lots.
In the absence of varied building heights, a developer shall demonstrate that the visual impacts in this highly visible location are adequately mitigated in accordance with all other objectives herein.	Visual impacts are typically reviewed and addressed as part of any development process.
Projects that are intended as expansions to existing uses shall whenever possible, help to conceal those elements of the existing project that do not comply with the design objectives and guidelines established herein.	Section 10-8-1: Non-Conforming Uses, Structures, and Lots , addresses this.

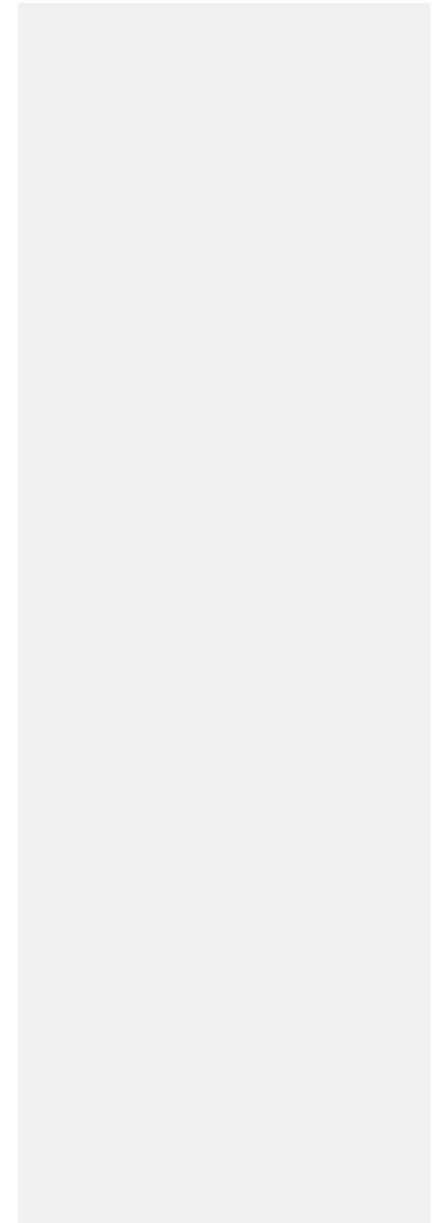
<p>Signs within the area shall be limited in size, colors, and materials in a manner that is in harmony with the mountain environment.</p>	<p>Section 10-8:- Sign Regulations, addresses this.</p>
<p>Special landscape requirements shall be established between the Frontage Road and all immediately adjacent buildings to ensure significant landscape and visual interest. All landscaping shall meet or exceed the landscape design standards.</p>	<p>Section 10-4-21: Landscaping, addresses landscaping for all developments.</p>
<p>Buildings shall be separated from parking areas by not less than ten feet of landscaped area.</p>	<p>Section 10-4-9-C-15 provides that all parking areas with fifteen (15) or more spaces be setback a minimum of ten (10) feet from the facade of a structure.</p>
<p>Lighting in existing development, which does not conform to the regulations herein, shall be brought into conformance anytime redevelopment or expansion of an existing development occurs. Depending on the elevation of the development parcel in relation to the public areas, roads, and residential neighborhoods, light standards may be required to be placed lower on the site to ensure that light sources are not visible from the public areas.</p>	<p>Section 10-4-22-D-1: Non-conforming Lighting Schemes Any development permit that invokes an amendment to an approved SPA plan, a significant change to an approved site plan, or a Certificate of Occupancy shall specify and require that any non-conforming area lighting located within the boundaries of the development site authorized in the original permit shall be brought into conformance with these regulations.</p>
<p>Parking studies may be required for large parking lot demands to demonstrate that amount of impervious surface that is justified for the project.</p>	<p>Section 10-4-9-B: Parking Required ...Parking that exceeds the amount indicated may be permitted only after the applicant submits a parking study for comparable uses which demonstrates that a higher demand can be anticipated. If a specific use is not indicated herein, the applicant shall provide a parking study in conjunction with the applicable development application to demonstrate the amount of parking required.</p>
<p>All residential development shall be required to provide land and park facilities that meet the needs of residents of the development.</p>	<p>Section 10-4-17-A All development shall provide neighborhood park facilities in a manner that is sufficient to meet the specific recreational demands that will be generated by a development. In certain instances, cash</p>



	in lieu of land and facilities may be permitted.
The East Canyon Creek corridor, wetlands, and riparian areas should be protected, and when possible, enhanced.	Sections 10-2-4 through 10-2-9 These sections of the Code identify the zone districts; in each zone district, setbacks are identified for streams, lakes, ponds, reservoirs, and wetlands, and specifically East Canyon Creek.
Loading and unloading are required to occur within the development parcel. Such facilities shall not be permitted within the public rights-of-way.	Section 10-4-8-B: Loading and Unloading The required loading and unloading spaces shall be on the same lot or in close proximity to the use they are intended to serve...THERE IS NO LANGUAGE IN THE CODE THAT RESTRICTS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY. SBPC discussion.
The maximum height for any building shall not exceed two stories in height, plus a roof section that is consistent with the architectural requirements. A third story may be permitted if it is completely within the roofline of the structure. A Master Plan should provide specific definitions for each of these matters.	Should this be addressed in the Code? Perhaps address with future SPA/MPD provisions?
Site plans shall ensure that sensitive hillside view sheds are maintained in their open character. Small-scale buildings shall be used in the foreground; substantial landscape also shall be used in the foreground in order to minimize the visual impact of development in the highly visible corridor. Appropriate setbacks shall be established as part of the detailed master plan for the neighborhood.	Should any of this be addressed in the Code? If meadow and hillside view sheds are identified in Phase II, the first sentence may be applicable. Is it appropriate to encourage "substantial landscaping", or let the existing landscape requirements govern? Setbacks have been established; however, a SPA/MPD process may allow further flexibility.
Parking lots, to the greatest extent possible, shall be located behind buildings, outside of the public view from the road, in order to minimize visual impacts.	Should this be addressed in the Code?



<p>Large scale alteration of a development site, including the placement or excavation of material, will be prohibited, except to provide underground parking.</p>	<p>Section 10-4-2-E-6 Over-lot grading, or the significant removal of soil material on the uphill side of a site and filling on the downhill side, when natural slope conditions exceed ten percent (10%) of the site to create a large, flat development pad is not permitted. All development shall generally conform to the existing contours of the land. UNDERGROUND PARKING ISN'T ADDRESSED IN THE CODE. SBPC discussion.</p>
<p>Development shall preserve significant meadow view sheds that exist in the neighborhood. All development shall be properly located around these natural features in order to maintain the mountain character of the Snyderville Basin.</p>	<p>This is only applicable if meadow and hillside view sheds are designated as part of Phase II.</p>

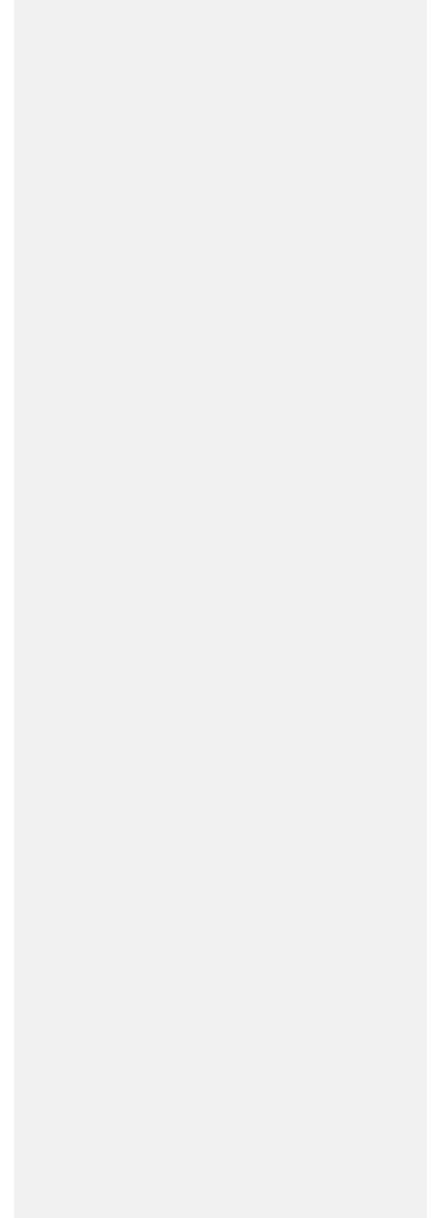


KIMBALL JUNCTION

REGULATORY LANGUAGE	CODE DISCUSSION
The zoning and permitted use list related to this neighborhood must be evaluated and changed to ensure that this Town Center shall be the focal point for living, working, shopping, entertainment, and social interaction within the planning area.	There is no permitted use list for the TC zone. Uses are evaluated on a case by case basis; however, Staff has discussed amending the Code to add uses in the TC zone district.
Within this neighborhood planning area, developers shall be required to provide neighborhood recreation and social amenities.	Section 10-4-7: Parks, Trails, and Trailheads All development shall provide neighborhood park facilities in a manner that is sufficient to meet the specific recreational demands that will be generated by a development. In certain instances, cash in lieu of land and facilities may be permitted.
Preserving from development all key open spaces, meadows, and mountain slopes that are highly visible. The viewsheds that are shown on the appropriate neighborhood map shall be maintained in their open and natural character to the extent possible.	This is only applicable if meadow and hillside viewsheds are designated. Part of Phase II.
All new development must include the improvements identified in the Highway 224 Corridor Enhancement Plan.	SBPC discussion.
Public street lighting, including lights along roads and at intersections, in Village Centers on both sides of Highway 224, shall have a similar decorative design. These lights should be a high pressure, color corrected sodium type. Prior to more development in this area, a standard design shall be selected. In the future, as development occurs, each project shall be required to install public area lighting that complies with the desired lighting style.	Should this be addressed in the Code? Lighting along Highway 224 exists. All developments are required to comply with the lighting standards per Section 10-4-22 of the Code.
The number of access points (curb-cuts) on Highway	Should this be addressed in the Code? UDOT is responsible for

224 shall be restricted.

allowing or disallowing additional access points.

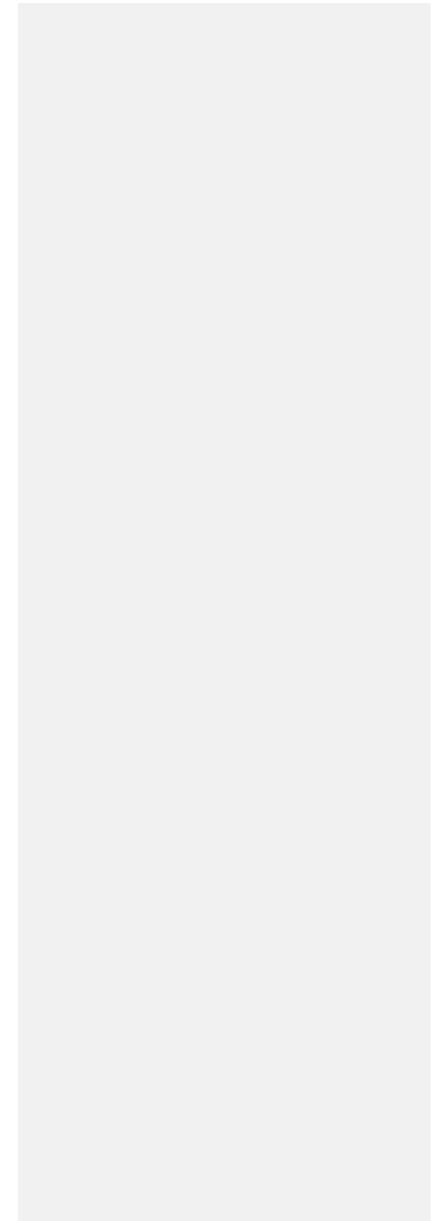


NORTH MOUNTAIN

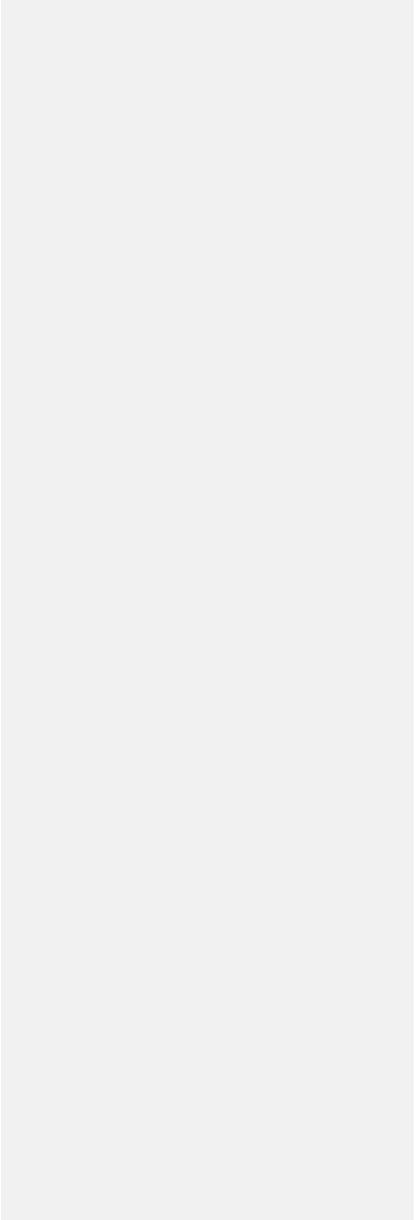
(includes all of the property north of I-80, with the exception of Jeremy Ranch and Rasmussen/Bitner Roads)

REGULATORY LANGUAGE	CODE DISCUSSION
<p>There may be infrastructure in this neighborhood which is private or does not meet public infrastructure standards adopted by Summit County. In order to inform current and future property owners of the County's and Special Service District's level of service commitment, the developer shall state level of service expectations on the final plat; and at the time a building permit is applied for, property owners will be required to sign a "Memorandum of Understanding" acknowledging that they understand the County's and Special Service District's level of service commitment to the subject property.</p>	<p>Section 10-4-7-1 Plat Note Required: Each final subdivision plat for a development in an area zoned Mountain Remote on the zoning map shall include the following note on the plat. A Conditional Use or Low Impact Permit issued for development in these areas shall include, as a condition of approval, the requirement that the applicant acknowledge in writing (titled a "Memorandum of Understanding") the following: <i>The property owner acknowledges that he/she is building in a location that is far removed from the primary Summit County service areas. As such, the property is on notice that there is limited access, infrastructure, and public services in the area. Some services, which include, but are not limited to, garbage pick up and school bus service, may not be provided. Emergency response time will be longer than it is in more accessible areas, and access by emergency vehicles may be impossible at times due to snow and road conditions. The owner understands and acknowledges that there may be infrastructure in these remote locations that does not meet adopted County Infrastructure Standards. It is the intent of Summit County to attempt to continue to provide the existing variety, scale, and frequency of public services and infrastructure for all existing and new development in these remote areas of the Snyderville Basin. It is not the intent of Summit County to increase the variety, scale and frequency of public services and infrastructure, or to provide urban levels of service and infrastructure in these areas. By this notice, the property owner assumes the risk of occupancy as outlined above, and is hereby put on notice that there are not anticipated changes in the levels of service or infrastructure by either Summit County or the appropriate special service district, nor does the property owner expect changes beyond those identified herein.</i></p>

<p>Development is prohibited in all wetlands (jurisdictional or otherwise), critical wildlife habitat, significant ridgelines and hillsides, and waterway corridors, including streams and irrigation ditches, and open space.</p>	<p>Sections 10-2-4 through 10-4-9 address setbacks for wetlands and streams. Section 10-4-2-F addresses wildlife habitat, and Section 10-4-3-F addresses ridgeline development.</p>
<p>All development shall demonstrate that architectural design, materials, and colors will be consistent with the rural, mountain, and ranch character of this neighborhood.</p>	<p>Section 10-4-20: Architectural Regulations, addresses this.</p>
<p>Critical or otherwise significant wildlife habitat shall be preserved. Protection of wildlife and the enhancement of wildlife habitats, including stream environments, shall be required. Development shall avoid critical wildlife winter ranges, birthing areas, and migration corridors.</p>	<p>Section 104-2-F: Wildlife Habitat and Fisheries 1. Any development which has the potential of adversely affecting critical wildlife habitat, including critical winter range, migratory corridors, and birthing areas, or Class 2 fisheries, as evidenced by written testimony of the State Division of Wildlife Resources, or other authoritative source, shall take all reasonable steps to minimize such impacts, which may require the clustering of development in the least sensitive parts of the development parcel. 2. Developments shall preserve critical wildlife habitat areas or floodplain corridors along streams supporting fisheries.</p>
<p>While homes shall be placed on the periphery of open spaces to the extent possible, efforts should be made to minimize the removal or disturbance of trees and hillside shrub vegetation.</p>	<p>Section 10-4-21-E-6: Construction Mitigation Existing, healthy vegetation shall be preserved whenever possible; Site disturbance shall be limited in order to maintain existing vegetation.</p>
<p>Development shall be located in relation to vegetation in a manner that reduces the danger of wildfire damage to property and wildlife, to the extent possible.</p>	<p>Section 10-4-7: Fire Protection, addresses this.</p>
<p>Development along the stream should help to enhance the aquatic habitat of the stream.</p>	<p>Sections 10-2-4 through 10-2-9 restrict development to a minimum of 100' from the high water mark of streams, and 150' from the centerline of East Canyon Creek.</p>



<p>All structures shall be sited in a manner that preserves hillside and meadow view sheds in a manner that is consistent with the Policies of Chapter 6 of this Plan. If development must be permitted in a view shed areas, it must be integrated into the site, using topography, vegetation, special lighting designs, and any other reasonable techniques to mitigate the visual impact.</p>	<p>This is only applicable if meadow and hillside view sheds are designated as part of Phase II.</p>
<p>All development shall be required to bridge streams and the 100 year floodplain (not including irrigation ditches), whenever possible.</p>	<p>Section 10-4-3-D-2 states that road and driveway crossings shall bridge over all floodplains. The Code doesn't address bridging over streams or what they need to be constructed of. SBPC discussion.</p>





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Coalville, Utah 84017
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STAFF REPORT

To: Summit County Council
Report Date: July 19, 2013
Meeting Date: July 31, 2013
From: Jennifer Strader, County Planner
Project Name & Type: Blue Sky Ranch Rezone, Development Code Amendment, and Consent Agreement
Type of Item: Public Hearing / Possible Action

Executive Summary

The applicant and property owner, Michael Phillips, is requesting consideration of a Rezone, Code Amendment, and Consent Agreement for Blue Sky Ranch, located in Wanship (**EXHIBIT A: vicinity map**).

On July 11, 2013, the Eastern Summit County Planning Commission (ESCPC) conducted a public hearing and voted 5-1 to forward a positive recommendation to the Summit County Council (SCC) for the aforementioned applications. The SCC is the final land use authority for the Rezone and Code Amendment, and the County Manager is the land use authority for the Consent Agreement, with the advice and consent of the SCC.

Staff recommends that the SCC conduct a public hearing, receive public comment, and vote to approve the Rezone and Development Code Amendment, and provide advice and consent to the County Manager for the Consent Agreement.

A. Project Description

- **Project Name:** Blue Sky Ranch Rezone, Development Code Amendment and Consent Agreement
- **Applicant(s):** Michael Phillips
- **Property Owner(s):** Blue Sky Corporation Ranch LLC
- **Type of Item:** Rezone, Development Code Amendment, Consent Agreement
- **Land Use Authority:** Summit County Council
- **Type of Process:** Legislative and Administrative

B. Community Review

Public notice has been published in *The Summit County News* and postcards have been mailed to property owners located within 1,000' of the subject property. At the time of this report, no public comment has been received.

C. Background

On October 23, 2006 a Conditional Use Permit (CUP) was issued to Blue Sky Ranch Corporation LLC (Blue Sky) for a corporate retreat located in Wanship. The use was considered to be a "guest ranch/lodge intended to attract visitors/patrons on a daily basis or an extended stay" according to the Use Chart in the Code.

In 2011, the applicant applied for a Low Impact Permit (LIP) to amend the previously approved CUP per Section 11-4-12(G)(1) of the Code. Blue Sky proposed to decrease the overall square footage of the project by approximately half of what was approved, and add a distillery/restaurant facility.

Because of the nature of the amendments, the Director determined that a public hearing should be held before the ESCPC for the LIP. A public hearing was held on December 19, 2012, and by a vote of 4-2, the ESCPC forwarded a positive recommendation to the Director. On December 20, 2012, the LIP was issued.

On December 28, 2012, an appeal of the decision to issue the LIP was filed and subsequently heard before the Summit County Council (SCC) on January 20, 2013. On January 20, 2013, the SCC voted to deny the appeal, with the following condition:

Annual wholesale distribution of distilled spirits manufactured on the Property shall be limited to 15% of the total annual production of the Distillery. In the event that the Council, in its discretion, favorably considers a legislative amendment which renders a distillery as a "permitted use" on the Property, this condition shall automatically expire without the need for a future CUP amendment.

On April 9, 2013, the applicant submitted a Development Code Amendment application to add a use in the Code that would allow a distillery. Since that time, a site visit was conducted and work sessions have been held with the ESCPC and SCC to discuss the appropriate process moving forward. The applicant has since submitted a Rezone application and a Consent Agreement to be considered simultaneously with the proposed Code amendment.

On July 11, 2013, the ESCPC conducted a public hearing and voted 5-1 to forward a positive recommendation to the SCC. Commissioner Clyde did not vote in favor of the application because although he supports the use, he felt that the Consent Agreement was the more appropriate process to remedy the matter, without the rezone.

D. **Identification and Analysis of Issues**

Code Amendment

The proposed Code amendment would add the use of a "Micro-Brewery/Micro Distillery" to the Use Chart as a Conditional Use Permit in the Commercial zone.

The definition is: A facility that manufactures, brews, distills, stores, transports and/or exports beer, heavy beer, flavored malt beverages, and/or distilled spirits, ~~provided the facility manufactures less than 30,000 barrels per year, and~~ where the manufacturing and packaging facilities do not exceed a total of 25,000 square feet, excluding barrel storage.

The ESCPC voted to amend the definition to remove the number of barrels per year because they felt it would be unreasonable for the County to enforce that limitation.

Rezone

The applicant is proposing to rezone approximately 5.0 acres of the Blue Sky Ranch from AG-100 to the Commercial zone. At this time, the applicant is only proposing to rezone the area that encompasses the distillery (EXHIBIT B). The

applicant will submit a detailed metes and bounds description identifying the specific area to be rezoned.

Consent Agreement

Blue Sky and Summit County have drafted a Consent Agreement which includes provisions for specific commercial uses allowed on the Blue Sky property which will resolve the pending lawsuit filed by Blue Sky (EXHIBIT C).

E. **Findings / Code Criteria / General Plan Compliance**

Code Amendment

The Code does not contain specific findings for approval of a Code amendment; however, Staff has provided Findings of Fact and Conclusions of Law for consideration by the ESCPC in Section F below.

Additionally, Objective 7.2 of the General Plan encourages commercial and industrial activity that is compatible with the County's identity in order to enhance the County's valuation. The policies associated with this objective include maintaining the commercial and industrial zones, and establishing flexible provision in the Code that will permit appropriate commercial and industrial land uses at various locations.

Rezone

Approval of an amendment to the zone district map shall not be granted until both the Planning Commission and County Council have reviewed the specific development proposal and determined:

(1) **The amendment complies with the goals of the General Plan;**

Goal 7 of the General Plan is to "Develop an economy which augments and supports the desired lifestyle of Eastern Summit County residents, the characteristics of which are mountains, open space, recreation, rural, agriculture and small towns".

Objective 7.2 encourages commercial and industrial activity that is compatible with Eastern Summit County's identity in order to enhance the County's valuation. The policies to implement that objective encourage maintaining the Commercial and Industrial zones and ensuring flexible provisions are in the Code that permits commercial and industrial land uses at various locations within Eastern Summit County.

Objective 7.3 encourages businesses and activities that are compatible with the Eastern summit County identify and that provide jobs which can support permanent resident households.

(2) **The amendment is compatible with adjacent land uses and will not be overly burdensome on the local community;**

The rezone is intended to provide an area in which a commercial use could occur, specifically a distillery/restaurant. This use is compatible with the previously approved Conditional Use Permit for a "guest ranch/lodge intended to attract visitors/patrons on a daily basis or an extended stay". Some of the previously approved uses include lodging, a conference center, a day spa, agricultural structures and other recreational activities.

- (3) **The specific development plan is in compliance with all applicable standards and criteria for approval as described in Chapter 4 of the Code:**

Chapter 4 of the Code outlines the development review processes and procedures. In addition to applying for a rezone, the applicant is also applying for a Code Amendment to add the use of distillery as a Conditional Use Permit to the Use Chart in the Commercial zone district.

Due to a condition that was tied to the denial of an appeal filed on this property, the applicant is not required to apply for a subsequent Conditional Use Permit for a distillery if the Code amendment is approved.

- (4) **The amendment does not adversely affect the public health, safety and general welfare:**

The proposed rezone from AG-100 to Commercial, as defined and limited by the Consent Agreement, will not have an adverse effect on the public health, safety, and general welfare. As part of the Consent Agreement, the applicant will be required to petition for annexation into the North Summit Fire Special Service District.

F. **Recommendation(s)/Alternatives**

Staff recommends that the SCC conduct a public hearing to gather public input regarding the applications. Based upon the review outlined in this report, and unless member of the public bring to light new issues or concerns that may affect the findings, Staff also recommends that the SCC vote to approve the Rezone and Code Amendment, through the adoption of an Ordinance, and provide advice and consent to the County Manager for the Consent Agreement based upon the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. The subject property is identified as Parcels NS-82 and NS-86. The property is owned by Blue Sky Corporation Ranch, LLC and the ownership is recorded in the Summit County Recorder's Office.
2. On March 21, 2006, Blue Sky, LLC submitted a Conditional Use Permit application for a "guest ranch/lodge intended to attract visitors/patrons on a daily basis or an extended stay".
3. On October 23, 2006, the Eastern Summit County Planning Commission approved the Conditional Use Permit.
4. Condition #16 of the Conditional Use Permit approved by the Eastern Summit County Planning Commission on October 23, 2006 provided that any changes to the approved Conditional Use Permit would have to be approved through an amendment to the Conditional Use Permit.
5. Section 11-4-12(G)(1) of the Development Code, enacted in 2008, provides that a Conditional Use Permit may be amended by a Low Impact Permit (LIP) issued by the Director if the amendment "does not increase the square footage, density, or intensity of a previously approved conditional use permit."
6. On September 28, 2012, Blue Sky applied for a Low Impact Permit to amend its Conditional Use Permit. The amendment included a proposal to reduce the number of restaurants from five to three and the addition of a micro distillery and two storage buildings comprising the Distillery Project.
7. On December 20, 2012, the Community Development Director approved the Low Impact Permit amending the Blue Sky Conditional Use Permit to include the Distillery Project. The Director found that the Conditional Use

Permit amendment for the Distillery Project did not increase the square footage, density or intensity of the original Conditional Use Permit approved on October 23, 2006.

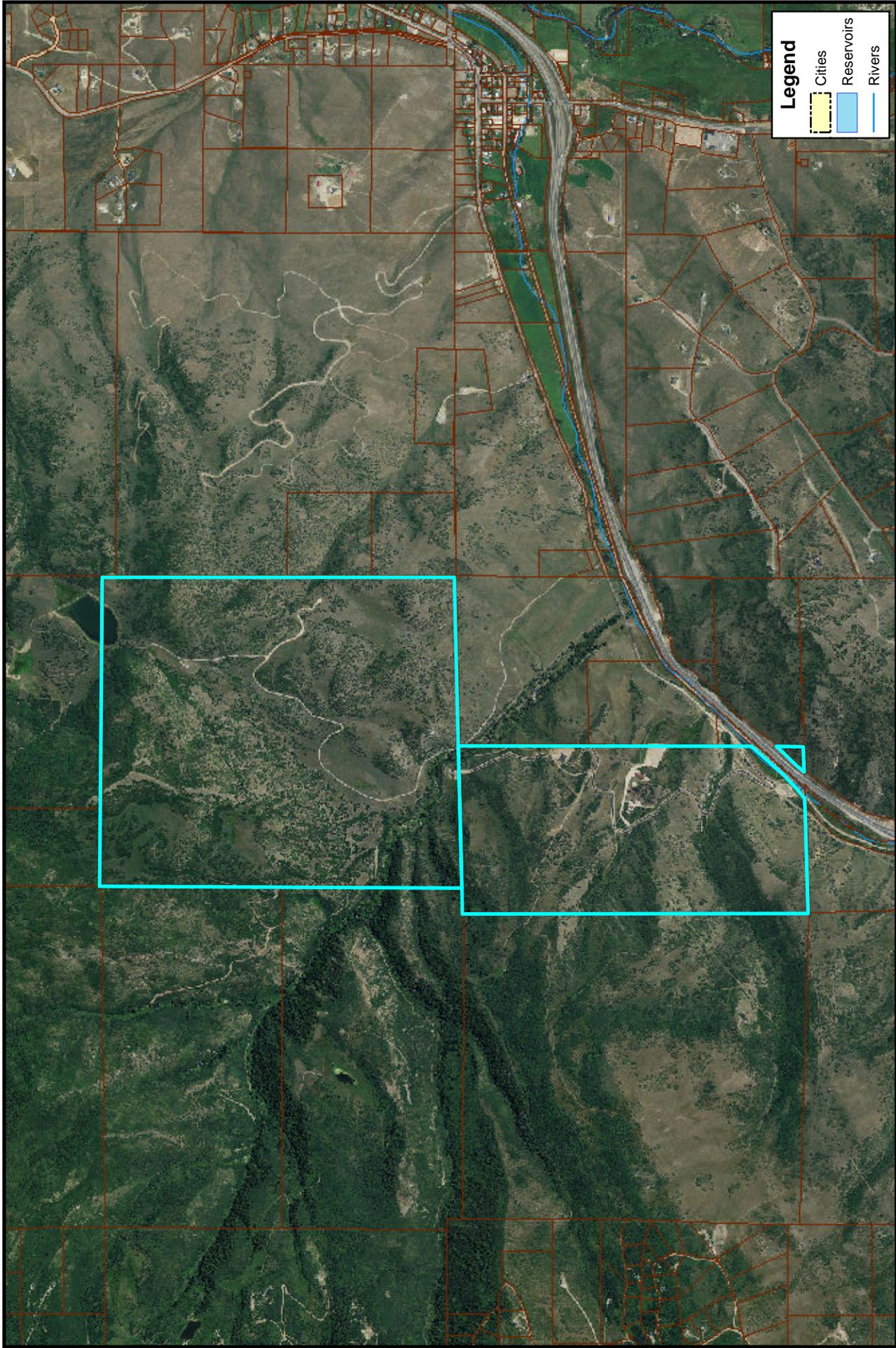
8. On December 28, 2012, an administrative appeal was filed challenging the issuance of the Low Impact Permit.
9. On January 30, 2013, the Summit County Council denied the appeal. The Summit County Council's action included a condition stating, *"Annual wholesale distribution of distilled spirits manufactured on the property shall be limited to 15% of the total annual production of the distillery. In the event that the Council, in its discretion, favorably considers a legislative amendment which renders a distillery as a "permitted use" on the property, this condition shall automatically expire without the need for a future CUP amendment"*.
10. Blue Sky timely filed in Third District Court, Summit County, Utah a March 15, 2013 Complaint and Petition for Review. The Complaint challenges the Distribution Restriction contained in the LIP Appeal Decision.
11. On June 21, 2013, Blue Sky filed a Development Code Amendment application that would add "micro-brewery/micro-distillery" as a CUP in the Commercial zone with an associated definition.
12. On June 21, 2013, Blue Sky, LLC filed a Rezone application that proposes rezoning approximately 5.0 acres of property that encompasses the proposed Distillery Project from AG-100 to the Commercial zone.
13. Blue Sky LLC and Summit County have drafted a Consent Agreement which includes provisions for specific commercial uses allowed on the Blue Sky LLC property.
14. On July 11, 2013, the Eastern Summit County Planning Commission conducted a public hearing and voted 5-1 to recommend approval of the Rezone, Development Code Amendment, and Consent Agreement.

CONCLUSIONS OF LAW

1. The rezoning of property from AG-100 to Commercial is consistent with the goals, objectives, and policies of the General Plan, specifically Goal 7 which is to "Develop an economy which augments and supports the desired lifestyle of Eastern Summit County residents, the characteristics of which are mountains, open space, recreation, rural, agriculture and small towns".
2. The use of a "micro-brewery/micro-distillery" in the Commercial zone district is compatible with the previously approved Conditional Use Permit for a "guest ranch/lodge intended to attract visitors/patrons on a daily basis or an extended stay".
3. There will be no construction impacts that cannot be mitigated in a manner acceptable to the County.
4. The approval of the Rezone and Code Amendment will not adversely affect the public health, safety and general welfare of the residents of Summit County.
5. The provisions to which the applicant have stipulated to in the Consent Agreement prevent harm to neighboring properties and lands, including nuisances.

ATTACHMENTS

- EXHIBIT A:** Vicinity Map
EXHIBIT B: Property Subject to Rezone
EXHIBIT C: Consent Agreement
EXHIBIT D: Ordinance



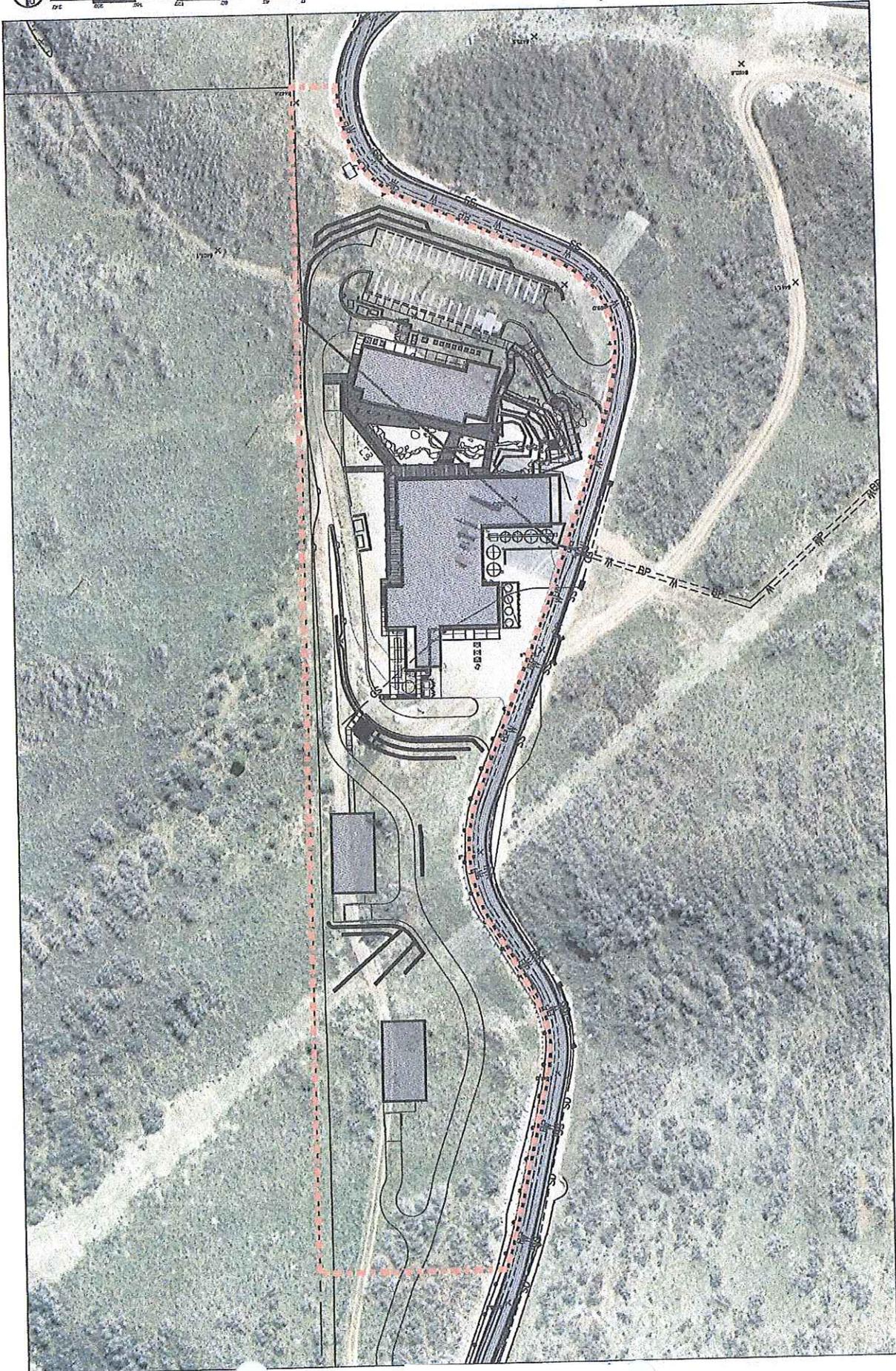
This drawing is neither a legally recorded map, nor a survey, and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources including Summit County. Summit County is not responsible for the timeliness or accuracy of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

Summit County, Utah Vicinity Map

Prepared by Summit County
Community Development Department







WHEN RECORDED RETURN TO:
Summit County Clerk
Summit County Courthouse
60 North Main
Coalville, Utah 84017

CONSENT AGREEMENT
FOR THE BLUE SKY RANCH
Wanship, Summit County, Utah

This CONSENT AGREEMENT ("**Agreement**") is entered into as of this _____ day of _____, 2013, by and between Blue Sky Corporate Ranch LLC ("**Blue Sky**"), a Utah limited liability company, on the one hand, and Summit County ("**County**"), a political subdivision of the State of Utah, by and through its legislative body, the Summit County Council ("**County Council**"), and its chief executive, the Summit County Manager ("**Manager**"), on the other hand. Blue Sky and County are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Blue Sky owns Summit County Parcel Nos. NS-82 and NS-86, as more particularly described in Exhibit A, comprising approximately 960 acres ("**Property**"); and,

WHEREAS, Blue Sky desires to develop and improve the Property, and the County desires to regulate the roughly 5-acre portion of the Property that is the subject of the Low Impact Permit and the Rezone Application described in more detail below, pursuant to the terms and conditions of this Agreement; and,

WHEREAS, this Agreement is intended by the parties to resolve all issues associated with the development of the portion of the Property that is subject to this Agreement, except for the performance of any additional obligation specified in this Agreement; and,

WHEREAS acting pursuant to its authority under Utah Code Ann. § 17-27-101 *et seq.*, and Section 11-7-12 of the Summit County Code, the County has made certain determinations regarding this Agreement and, in the exercise of its discretion, has elected to negotiate, consider, and approve this Agreement, and has done so in accordance with all necessary public hearings.

NOW, THEREFORE, BLUE SKY AND THE COUNTY AGREE AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1.1 **Building Permit** means a permit issued pursuant to the requirements of the Eastern Summit County Development Code, Uniform Building Code and related building codes as applicable in the Eastern Summit County Planning District, including permits for grading, footings and foundations and construction of other improvements.

1.2 **Development Code** means the Eastern Summit County Development Code.

1.3 **Director** means the Summit County Community Development Director.

1.4 **Distillery Project or Distillery Project Site** means the improvements to be made to an area of approximately five (5) acres within the Property as identified in **Exhibit B** to this Agreement. The Distillery Project includes construction of a restaurant, a store, a distillery, and two storage buildings in the manner depicted in the Low Impact Permit.

1.5 **General Plan** means the Eastern Summit County General Plan of the County.

1.6 **LIP or Low Impact Permit** means the low impact permit issued by the Director to Blue Sky on December 20, 2012, attached as **Exhibit C** to this Agreement

1.7 **Planning Commission** means the Eastern Summit County Planning Commission.

1.8 **Planning Staff** means Summit County planning staff.

1.9 **Property** means the approximately 960 acres of land generally located at 27649 Old Lincoln Highway, Wanship, Summit County, Utah, identified as County Parcel Numbers NS-82 and NS-86, and more particularly described at **Exhibit A** to this Agreement.

ARTICLE 2 RECITALS

2.1 Blue Sky owns the Property.

2.2 On March 21, 2006, Blue Sky submitted a complete application to the County to operate a corporate retreat on the Property as a conditional use. The County determined that the corporate retreat was a “[g]uest ranch[] or lodge intended to attract visitors/patrons on a daily basis or an extended stay” within the Use Table of Development Code §11-3-14. As such, the use required the issuance of a conditional use permit.

2.3 On October 23, 2006, the County issued Blue Sky a conditional use permit (“**CUP**”) to operate a corporate retreat on the Property. Condition #16 of the CUP provided that any changes to the uses within the CUP would have to be approved through an amendment to the CUP.

2.4 The County adopted Ordinance No. 666, Chapter 3: Zoning Districts – Height, Setbacks, Wetlands on January 1, 2007, after the County issued the CUP to Blue Sky. Ordinance No. 666 modified, among other things, the maximum building height of 32 feet in the AP and AG-100 zone districts (“**32’ Height Limit**”).

2.5 Section 11-4-12(G)(1) of the Development Code, enacted in 2008, provides that a conditional use permit may be amended by a low impact permit issued by the Director if the amendment “does not increase the square footage, density, or intensity of a previously approved conditional use permit.”

2.6 On September 28, 2012, Blue Sky applied for a low impact permit to amend its CUP. Blue Sky proposed to amend the CUP by decreasing the square footage, density and

intensity of the approved CUP. In particular, Blue Sky proposed to reduce the number of restaurants from five to three in favor of adding a restaurant, a store, a micro distillery and two storage buildings comprising the Distillery Project.

2.7 On December 20, 2012, the Director issued to Blue Sky the LIP. The Director found that amendment of the CUP to include the Distillery Project did not increase the square footage, density or intensity of the CUP approved in 2006.

2.8 An administrative appeal was filed challenging the issuance of the LIP. The Council denied the appeal on January 30, 2013. The Council issued on February 13, 2013 Findings of Fact and Conclusions of Law Regarding the Appeal of Low Impact Permit Issued to Blue Sky Ranch Corporation, LLC ("**LIP Appeal Decision**"), attached as **Exhibit D** to this Agreement. The LIP Appeal Decision upheld the Director's decision to issue the LIP and amend the CUP. However, the Council determined that the Distillery Project could be allowed only as an "accessory use" to Blue Sky's primary use. Based on this determination, the LIP Appeal Decision imposed a condition requiring that the annual wholesale distribution of distilled spirits manufactured on the Property be limited to 15% of the distillery's annual production ("**Distribution Restriction**").

2.9 Blue Sky timely filed in Third District Court, Summit County, Utah a March 15, 2013 Complaint and Petition for Review ("**Complaint**"), attached as **Exhibit E** to this Agreement. The Complaint challenges the Distribution Restriction contained in the LIP Appeal Decision.

2.10 Blue Sky submitted a Building Permit application to the County on March 20, 2013 for the Distillery Project, attached as **Exhibit F** to this Agreement ("**2013 Building Permit Application**").

2.11 In May 2013, an additional dispute arose between Blue Sky and the County concerning whether the Distillery Project is subject to the 32' Height Limit.

2.12 Without relinquishing or waiving any of its claims, defenses, causes of action, rights or privileges, in good faith and to facilitate resolution of its dispute with the County, Blue Sky applied for a Development Code amendment and a rezone.

2.13 On June 21, 2013, Blue Sky filed a Development Code Amendment Application ("**Code Amendment Application**"), attached as **Exhibit G** to this Agreement. The Code Amendment Application proposes permitting micro breweries and micro distilleries as a conditional use within the commercial zone and a definition of "Micro Brewery / Micro Distillery."

2.14 On June 21, 2013, Blue Sky also filed a Rezone Application ("**Rezone Application**"), attached as **Exhibit H** to this Agreement. The Rezone Application proposes rezoning the Distillery Project Site to the Commercial Zone District on the Eastern Summit County Zoning Map. The portions of the Property not subject to the Rezone Application remain within the AP and AG-100 zone districts under the Development Code and Eastern Summit County Zoning Map.

ARTICLE 3 FINDINGS

The County has made the following determinations with respect to the Property, including all findings of fact and conclusions of law as are necessary to make each of such determinations

3.1 The Distillery Project contains outstanding public benefits, amenities and features which advance the policies, goals, and objectives of the General Plan beyond mere conformity, including use of careful site planning and design to preserve, where possible, natural topography, ridgelines, soils, critical areas, watercourses, and vegetation. More specifically, the Distillery Project advances Goal 7, and Objectives 7.2 and 7.3 of the General Plan by providing commercial activities which enhance the economic base of Eastern Summit County.

3.2 The Distillery Project is an appropriate use as to its location, relationship to surrounding land uses, and its impact on the natural environment.

3.3 There exist adequate provisions for mitigation of all fiscal and service impacts on the general public, including compliance with all of the development evaluation standards in the Development Code.

3.4 There will be no construction impacts that cannot be mitigated in a manner acceptable to the County.

3.5 The approval of the Distillery Project will not adversely affect the public health, safety and general welfare of the residents of Summit County.

3.6 The Distillery Project and its permitted and conditional uses set forth herein are compatible with the adjacent land uses (that of a Guest Ranch), will not be overly burdensome on the local community, and are implemented in such manner as to prevent harm to neighboring properties and lands, including nuisances. Blue Sky has demonstrated to the County that it possesses the requisite skills and experience to ensure that the uses will be conducted in a safe and orderly fashion.

3.7 The Distillery Project meets or exceeds development quality and aesthetic objectives, is consistent with the goal of orderly growth in Eastern Summit County, and minimizes construction impacts on public infrastructure within Eastern Summit County.

3.8 Blue Sky has given reasonable assurances that life and property within Eastern Summit County are protected from any adverse impact of the Distillery Project.

3.9 The Distillery Project is not in violation of any county, state or federal laws.

3.10 The Distillery Project incorporates provisions that protect life and property from natural and manmade hazards.

ARTICLE 4
APPROVALS/DEVELOPMENT OF THE PROJECT

4.1 Approvals. The **Distillery Project Site** is rezoned to the Commercial Zone District on the Eastern Summit County Zoning Map. Uses are restricted to restaurant, retail commercial establishments, distillery, and warehousing and commercial storage. Accessory uses shall be permitted only as authorized by the Planning Commission.

4.2 Conditional Use Permit Approval. The County approval of the CUP on October 23, 2006 and the LIP on February 13, 2013, constitute the approvals required for the Distillery Project Site to be developed and operated as a conditional use within the Commercial Zone District. The Distribution Restriction as it pertains to the Distillery Project is hereby withdrawn. The maximum height of any structure within the Distillery Project Site shall be fifty-two (52) feet as measured from natural grade.

4.3 Annexation to Fire District. Blue Sky shall petition for annexation to the North Summit Fire Special Service District within ninety (90) days of the effective date of this Agreement. If Blue Sky's petition is denied, this Agreement shall remain in full force and effect, and Blue Sky will not be in default.

4.4 Building Permit Required. Prior to the commencement of construction of any building for the Distillery Project or on any other portion of the Property, Blue Sky must obtain a building permit from the County in accordance with all applicable requirements of the Code, as conditioned by the terms and conditions of this Agreement.

4.5 Development Improvements Agreement Required. No building, grading, or other related development permit shall be issued for any structure within the Distillery Project Site until a Development Improvements Agreement ("DIA") has been executed by the Parties in substantially the form attached as **Exhibit I** to this Agreement.

ARTICLE 5
VESTED RIGHTS

5.1 Vested Rights, Density, and Configuration. Upon recordation and subject to the conditions and requirements of this Agreement and any amendments hereto, Blue Sky is hereby vested in the uses, densities, configuration, massing, design, and uses reflected in the 2006 CUP approval, 2013 LIP approval, and this Agreement. Subject to the conditions and requirements of this Agreement and any amendments thereto, Blue Sky shall have the vested right to have construction plans and building permits approved and to develop and construct the Distillery Project.

5.2 Reserved Legislative Powers/Future Changes of Laws and Plans/Compelling Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the County in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other master plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding this retained power of the County to enact such legislation under the police power, no legislation will modify the vested

rights described herein or any provision of this Agreement, unless the legislation is based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980); Utah Code Ann. § 17-27a-508. Any such proposed change affecting the vested rights of Blue Sky and other provisions of this Agreement shall be of general application to all development activity in Eastern Summit County, and, unless the County declares an emergency, Blue Sky shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public policy exception to the vested rights doctrine. In the event that the County does not give prior written notice, Blue Sky shall retain the right to be heard before an open meeting of the County Council in the event Blue Sky alleges that its rights under this Agreement have been adversely affected.

ARTICLE 6 FEES AND MITIGATIONS

6.1 Development Review, Engineering and Related Fees. The County may charge such standard planning and engineering review fees, standard building permit review fees, and other fees as are generally applicable at the time of application, pursuant to applicable statutes, ordinances, resolutions, or administrative guidelines.

6.2 Impact Fees. Blue Sky shall be subject to all impact fees which are (i) imposed at the time of issuance of building permits for the Distillery Project Site, and (ii) generally applicable to other property in Eastern Summit County; and Blue Sky waives its position with respect to any vested rights to the imposition of such fees, but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable by Blue Sky in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Blue Sky to subject the Distillery Project Site to impact fees under the above-stated conditions, Blue Sky does not waive its rights to challenge the reasonableness of the impact fee pursuant to the provisions of the Impact Fees Act (Utah Code Ann. § 11-36a-101 *et. seq.*).

ARTICLE 7 SUCCESSORS AND ASSIGNS

7.1 Binding Effect. This Agreement shall be binding on and inure to the benefit of the successors and assigns of Blue Sky in the ownership of or development rights in any portion of the Property.

ARTICLE 8 REVIEW, DEFAULT, TERMINATION AND DISPUTES

8.1 Periodic Review. Until its performance under this Agreement is substantially complete, upon request by the Planning Staff, Blue Sky shall submit to the County a report detailing the progress and status of the Distillery Project under the terms of this Agreement. Additionally, the County may initiate a formal review of progress pursuant to this Agreement. If

at any time the County determines by substantial evidence that there has been a failure to comply with the terms of this Agreement, after duly noticing by publication and providing Blue Sky with notice pursuant to **Paragraph 8.2** or **Paragraph 9.11** hereof, as applicable, the County may hold a public hearing to consider whether Blue Sky is in default under the provisions of **Paragraph 8.2** or whether to modify the terms of this Agreement.

8.2 Default.

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

(a) A representation or statement made or furnished by Blue Sky to the County in this Agreement, including any attachments hereto, is false or proves to have been false in any material respect when it was made.

(b) A finding and determination made by the County upon the basis of substantial evidence, that Blue Sky has not complied in good faith with one or more of the terms or conditions of this Agreement.

(c) Any other event, condition, act or omission by Blue Sky which materially interferes with the intent and objective of this Agreement.

8.2.2 Notice and Cure of Default. After an event of default, the County Manager may exercise a right to declare an "Event of Default" authorizing the County to give Blue Sky (the "Defaulting Party") written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. The Defaulting Party shall have thirty (30) days from the date of such written notice in which to cure the default. If the default remains uncured after such notice and expiration of the thirty (30) day cure period, the County may terminate this Agreement by giving written notice in accordance with **Paragraph 9.11**. Failure or delay in giving notice of any Event of Default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty (30) day cure period provided above, in the event more than thirty (30) days are reasonably required to cure an event of default and the Defaulting Party, within the thirty (30) day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period so long as the Defaulting Party is prosecuting those actions diligently to completion.

8.2.3 Nothing herein shall constitute a waiver by the County of any claim of default in performance by Blue Sky, if after receipt of a report by Blue Sky under **Paragraph 8.1** or upon periodic review by the County, the County does not propose to modify, amend or terminate this Agreement.

8.2.4 Non-Waiver. None of the parties hereto waive any claim of defect in performance of this Agreement by the other party.

8.2.5 Other Remedies. All other remedies at law or in equity which are consistent with the provisions of this Agreement are available to the parties to pursue in the event there is a breach.

8.3 Termination.

8.3.1 Termination Upon Repudiation before Completion of Development. An express repudiation, refusal or renunciation of this Agreement, if the same is in writing and signed by Blue Sky, shall be sufficient to terminate this Agreement and a hearing on the matter shall not be required.

8.3.2 Termination Upon Completion of Development. This Agreement shall terminate on the earlier of (a) the Distillery Project has been fully developed and the obligations of Blue Sky and the County in connection therewith are satisfied, or (b) expiration of the term as set forth in **Paragraph 9.5**. Upon such occurrence, Blue Sky may request that the County record a notice that this Agreement has been fully performed and therefore terminated as to Blue Sky's Property.

8.3.3 Termination upon Default. This Agreement shall be subject to termination by the County Manager prior to the completion of the Distillery Project when an Event of Default by Blue Sky remains unresolved after notice and the opportunity to cure provided by **Paragraph 8.2**. The termination of this Agreement shall be exercised by the County Manager after written notice to Blue Sky and after a public hearing providing Blue Sky and members of the public an opportunity to be heard on the appropriateness of termination.

8.3.4 Effect of Termination on Blue Sky's Obligations. Termination of this Agreement with respect to Blue Sky's Property shall not affect or invalidate Blue Sky's obligations of indemnification and defense under **Paragraph 9.14**.

8.3.5 Effect of Termination on the County Obligations. Upon any termination of this Agreement with respect to the Distillery Project, the entitlements, conditions of development, and all other terms and conditions of this Agreement and any amendments hereto shall no longer be vested by reason of this Agreement with respect to any portion of the Distillery Project then undeveloped and not then covered by a Building Permit application. Those undeveloped portions of the Distillery Project may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by this Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Distillery Project. This paragraph applies only to the Distillery Project and does not change any other development activity on the Property approved under the 2006 CUP or 2013 LIP.

8.4 Disputes. In the event that a dispute arises in the interpretation or administration of this Agreement, Blue Sky may request a formal decision of the Director which may be appealed pursuant to the provisions of Summit County Code §11-7-16.

8.5 Institution of Legal Action. In addition to any other rights or remedies, any party to this Agreement may institute legal action to cure, correct or remedy a default or breach, to

specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in Third Judicial District Court, Summit County, Utah.

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

ARTICLE 9 GENERAL TERMS AND CONDITIONS

9.1 No Addition to Property. No property may be added to the Property for purposes of this Agreement, except by written amendment hereto. This Agreement shall not affect any land other than the Property.

9.2 Agreement to Run with the Land. This Agreement and any amendments hereto shall be recorded against the Property. The agreements contained herein shall be deemed to run with the land for the duration of this Agreement and shall be binding on and shall inure to the benefit of all successors in ownership of the Property.

9.3 Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested development rights under this Agreement.

9.4 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Property and other properties, that language shall be deemed to refer to laws, which apply to all other developed and subdivided properties within Eastern Summit County.

9.5 Duration. The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the date upon which the County Council consents to this Agreement. The term of this Agreement shall extend for a period of five (5) years following the effective date (“**Term**”). Either party may request a one (1) time extension for an additional five (5) years from the County Manager prior to the expiration of this Agreement, unless the Agreement is earlier terminated, or its Term modified by written amendment to the Agreement. The grant of an additional term by the County Manager shall extend the duration of this Agreement for an additional five (5) years from the original effective date.

9.6 Amendments.

9.6.1 Substantial Amendments. Any amendment to this Agreement that alters or modifies the Term, permitted uses, increased density of more than ten percent (10%) or increased intensity of use, or provisions for reservation and dedication of land, shall be deemed a

“Substantial Amendment” and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the County Manager with the consent of the County Council pursuant to the Equal Dignities Rule prior to the execution of the Substantial Amendment.

9.6.2 Administrative Amendments. Unless otherwise provided by law, all amendments to this Agreement that are not Substantial Amendments are “Administrative Amendments” and do not require a public hearing or recommendation of the Planning Commission prior to the execution by the parties of an Administrative Amendment. The Director is hereby authorized to make all final Administrative Amendments.

9.6.3 Effect of Amendments. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

9.6.4 Approvals. Any amendment to this Agreement, whether a Substantial Amendment, Administrative Amendment or other, requires the written approval of both Blue Sky and the County.

9.6.5 Additional Property. This Agreement may be amended, in accordance with the provisions of this Paragraph 9.6 to include additional property provided the use of such additional property shall be consistent with the use of adjacent properties.

9.7 Conflicts.

9.7.1 Consent Agreement Controls. In the event terms of this Agreement conflict with terms of the Development Code, the terms of this Agreement shall control during the effective dates of this Agreement. In the event this Agreement has expired or has been otherwise terminated, the provisions of the then existing Development Code shall control. The parties further agree that the omission of a limitation or restriction herein shall not relieve Blue Sky of the necessity of complying with all applicable County laws not in conflict with the provisions of this Agreement, along with all applicable state and federal laws.

9.7.2 Ambiguity. To the extent there is an ambiguity in or conflict with the provisions of this Agreement and the exhibits hereto, the more specific provision or language shall take precedence over more general provisions or language.

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

9.9 No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some

future time said right or any other right it may have hereunder. Unless this Agreement is amended with the same formality with which it was approved, no officer, official or agent of the County has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

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

9.11 Notices. Any notice, confirmation or other communication hereunder shall be given in writing by certified mail, postage prepaid, or personally or by nationally-recognized overnight courier, at the following addresses or to such other addresses or the attention of such other person as any party or its successors may designate by written notice:

To the County:

Summit County Council
P.O. Box 128
Coalville, UT 84017

With copies to:

David L. Thomas
Chief Civil Deputy County Attorney
P.O. Box 128
Coalville, UT 84017

To Blue Sky:

Blue Sky, LLC
c/o Sara Phillips Brennan
General Counsel & Chief Compliance Officer
Phillips Edison & Company, Ltd.
222 Main Street, Suite 1730
Salt Lake City, Utah 84101

With copies to:

Bradley R. Cahoon, Esq.
Snell & Wilmer L.L.P.
15 West South Temple
Suite 1200
Salt Lake City, UT 84101-1547

Notice shall be deemed given upon actual receipt, if personally delivered, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

9.12 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

9.13 Execution of Agreement. This Agreement and any amendments hereto may be executed in multiple counterparts or originals or by scanned emailed or facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by scanned emailed or facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of same.

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

The County shall give written notice to Blue Sky of any claim, demand, action or proceeding under this paragraph as soon as practicable but not later than (10) days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the County shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

9.15 Relationship of Parties. The contractual relationship between the County and Blue Sky arising out of this Agreement is one of independent contractor and not agency. It is specifically understood by the parties that: (a) the Distillery Project is a private development; (b) the County has no interest in or responsibilities for or duty to third parties concerning any improvements to the Distillery Project; and (c) Blue Sky shall have the full power and exclusive control of the Distillery Project subject to the obligations of Blue Sky set forth in this Agreement. The Distillery Project is not a joint venture, and there is no such relationship involving the County.

9.16 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Blue Sky, on behalf of itself and its partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's council members, manager, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's council members, manager, officials, employees, agents, attorneys and consultants,

hereby releases Blue Sky and its partners, members, managers, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the application, processing or approval of the Distillery Project and this Agreement, to include any claims for vested development rights by any party who holds an ownership interest in the Property and all claims and prayers for relief respecting the Property in that certain lawsuit titled *Blue Sky Ranch Corporation, LLC v. Summit County*, Civil Docket No. 130500172, filed in the Third Judicial District Court, Summit County, Utah (the “**Action**”). The Action will be dismissed with prejudice upon the completion of subparagraphs (i) and (ii) of this paragraph.

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

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

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

9.20 Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

9.21 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Agreement can be enforced without failure of material consideration to any party, then the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, unless amended or modified by mutual written consent of the parties. If any material provision of this Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, Blue Sky or the County shall have the right in their sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, this Agreement has been executed by County, acting by and through the County Manager and by a duly authorized representative of Blue Sky, LLC, as of the above-stated date.

SUMMIT COUNTY, STATE OF UTAH:

By: Robert Jasper
Its: Manager

CONSENT OF THE COUNTY COUNCIL

Claudia McMullin
Chair

Acknowledgement

By: Kent Jones
Summit County Clerk

Approved as to form:

By: David L. Thomas
Chief Civil Deputy

limited liability company

BLUE SKY CORPORATE RANCH LLC, a Utah

By:
Its: Member

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ a member of Blue Sky Corporate Ranch LLC.

NOTARY PUBLIC

EXHIBIT A
Property Description

Property Record Card

Summit County Utah Assessor / Recorder

**BLUE SKY CORPORATION
RANCH LLC
C/O: PHILLIPS EDISON &
CO**

Account: 0092878

Parcel: NS-82

Tax Area: 18 - NSSD A,D,R,U (C-C)
Acres: 614.000

Situs Address:

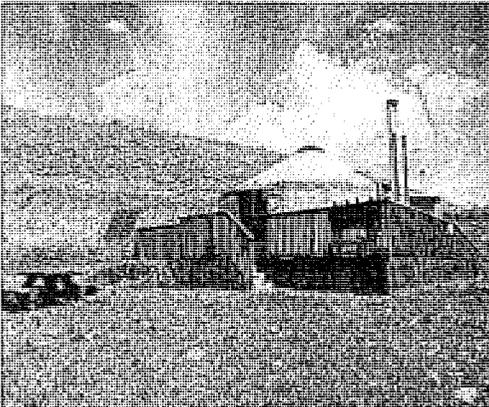
11501 NORTHLAKE DR
CINCINNATI, OH 45249

Value Summary

Model	Value	Override
Land (1)	\$673,000	N/A
Non Residential (1)	\$10,000	N/A
Non Residential (2)	\$5,000	N/A
Total	\$688,000	\$688,000

Legal Description

SEC 13 T14N4E E1M CONT 614 AC RWD-33333-332 1434-1000 (REF:1442-1973)
1583-1768-1777



Transfer History

Entry Number	Book/Page	Date Recorded	Deed Type
00680796	B: 1583 P: 1777	Nov 20, 2003	Quit Claim Deed
00680794	B: 1583 P: 1768	Nov 20, 2003	Warranty Deed
00615274	B: 1442 P: 1973	Apr 3, 2002	Quit Claim Deed
00611288	B: 1434 P: 1868	Feb 14, 2002	Quit Claim Deed
00251419	B: 385 P: 382	May 19, 1986	Warranty Deed

Land Occurrence 1

Assessment Code	Version Start
05V - FAA LOT VALUE	1369170237688

A#: 0092878 P#: NS-82 As of: 07/15/2013

Property Record Card

Summit County Utah Assessor / Recorder

BLUE SKY CORPORATION Account: 0092910 Parcel: NS-86
RANCH LLC Tax Area: 18 - NSSD A,D,R,U (C-C) Situs Address:
C/O: PHILLIPS EDISON & Acres: 310.720 27649 OLD LINCOLN HWY
CO

11501 NORTHLAKE DR
CINCINNATI, OH 45249

Value Summary

Model	Value	Override
Land (1)	\$369,720	N/A
Non Residential (1)	\$305,595	N/A
Non Residential (2)	\$33,419	N/A
Non Residential (3)	\$8,000	N/A
Total	\$716,734	\$716,734

Legal Description

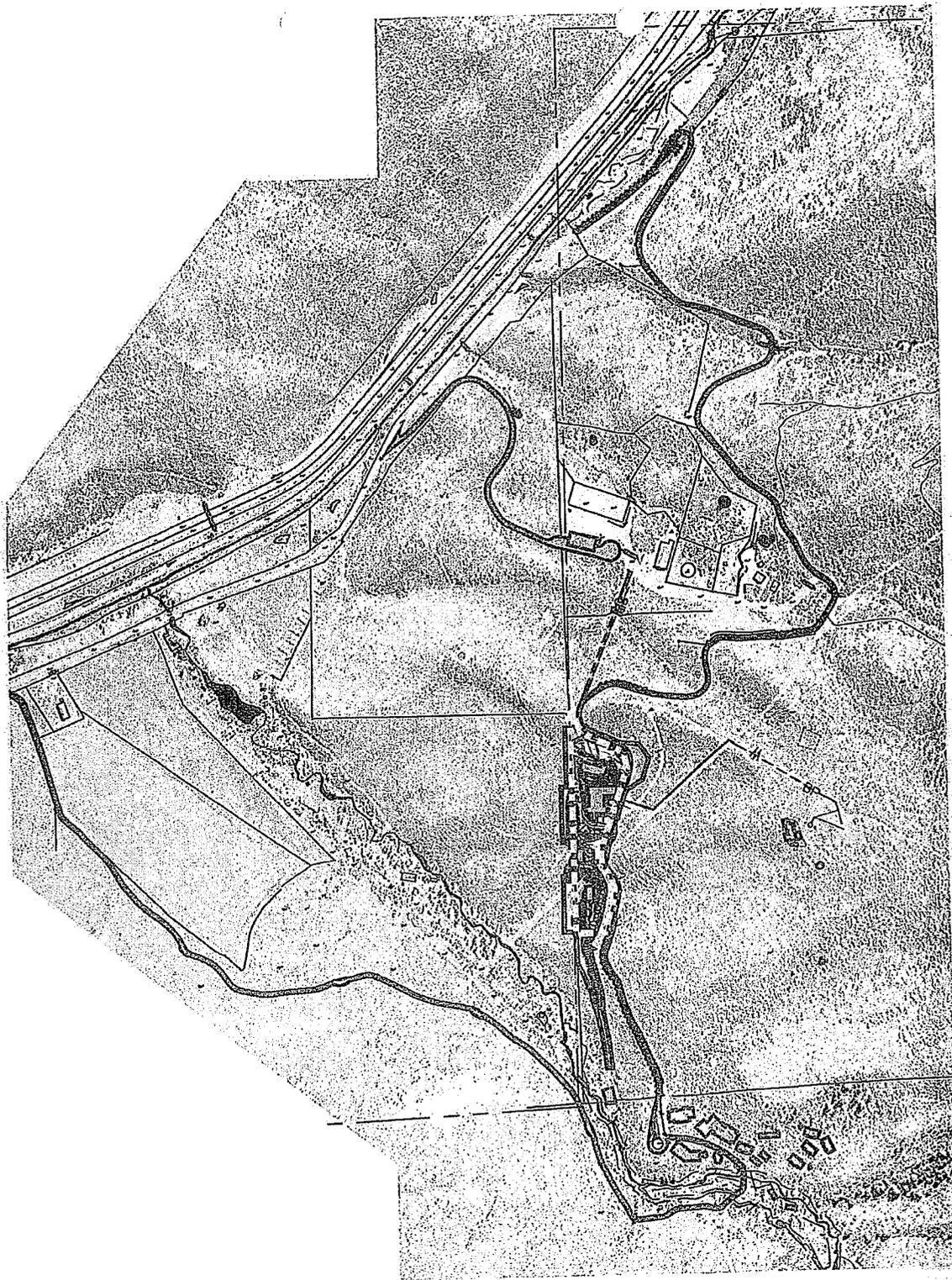
W1/2 SEC 24 T1NR4E SLM CONT 320 AC(LESS 6.52 AC TO RR & STATE RD R/W)
(LESS 0.35 AC STATE RD WWD-97)(LESS 2.41 AC) BAL 310.72 AC RWD-485
385-382 1434-1866 1583-1765-1767-1777

Transfer History

Entry Number	Book/Page	Date Recorded	Deed Type
00691859	B: 1605 P: 99	Mar 15, 2004	Conveyance
00680796	B: 1583 P: 1777	Nov 20, 2003	Quit Claim Deed
00680793	B: 1583 P: 1767	Nov 20, 2003	Warranty Deed
00680792	B: 1583 P: 1765	Nov 20, 2003	Warranty Deed
00611287	B: 1434 P: 1866	Feb 14, 2002	Quit Claim Deed
00251419	B: 385 P: 382	May 19, 1986	Warranty Deed

A#: 0092910 P#: NS-86 As of: 07/15/2013

EXHIBIT B
Distillery Project Site



HIGH WEST DISTILLERY
JUNE 21, 2013
outlined area = ~ 221,530SF
1" = 80'

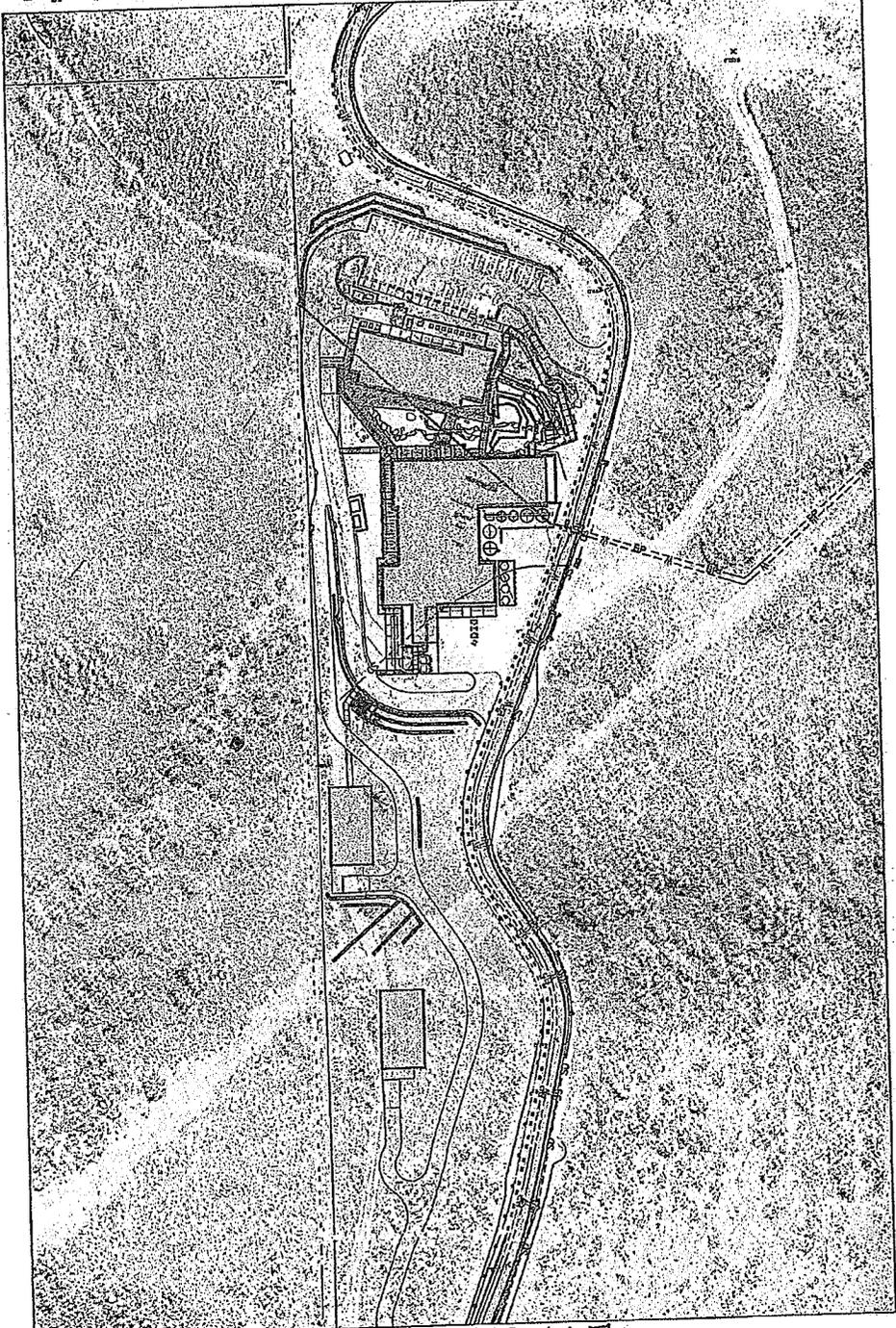


EXHIBIT A

EXHIBIT C
Low Impact Permit



December 20, 2012

Blue Sky Ranch
Dan Weatherbie
2071 State Road 32
Wanship, Utah 84017

Re: Low Impact Permit to Amend the Blue Sky Ranch Conditional Use Permit Located at 27649 Old Lincoln Highway, Wanship, Utah.

Dear Mr. Weatherbie,

This letter is to confirm that on December 19, 2012, the Eastern Summit County Planning Commission conducted a public hearing and forwarded a positive recommendation to the Community Development Director for a Low Impact Permit to amend the Blue Sky Ranch Conditional Use Permit, based upon compliance with the following findings:

1. The use is in compliance with the provisions of the General Plan.
2. The use conforms to all applicable requirements of the Code and State and Federal regulations.
3. The use is not detrimental to public health, safety, and welfare.
4. The use is appropriately located with respect to public facilities and services.
5. The use is compatible with the existing neighborhood character and will not adversely affect surrounding land uses.
6. Exterior lighting will be directed downward and not be reflected upon adjoining land.
7. The natural topography, ridgelines, soils, critical areas, watercourses, and vegetation will be preserved where possible through careful site planning and design of access routes, circulation areas, buildings and other structures, parking areas, utilities, drainage facilities and other features.

On December 20, 2012, the Community Development Department approved the Low Impact Permit (site plan attached) with the following conditions:

1. All requirements of the Eastern Summit County Development Code shall be met for all structures, including, but not limited to, setbacks, height, and compliance with any service provider requirements.
2. Prior to commencement of construction of any structures, a Summit County Building Permit shall be obtained.

If you should have any questions, please feel free to contact me at (435) 615-3152 or by email, jstrader@summitcounty.org.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Strader", written over the typed name.

Jennifer Strader
County Planner

Cc: file
Attachment



PLANNING
APPROVED

JS 12.20.12
 (signed) per D.S. Date
 (CDD)

- ① LODGE - CONFERENCE - FITNESS - WELLNESS
- ② ZENON BUILDING
- ③ SECONDARY EGRESS ROAD
- ④ WELL & WATER STORAGE
- ⑤ FUTURE RESIDENCE SITE
- ⑥ FUTURE RESIDENCE ALTERNATE SITE
- ⑦ HIGH WEST DISTILLERY
- ⑧ SUPPORT BUILDING
- ⑨ OUTDOOR ARENA (EXISTING)
- ⑩ INDOOR ARENA (EXISTING)

EXHIBIT D
Findings of Fact and Conclusions of Law
Blue Sky Appeal

**BEFORE THE SUMMIT COUNTY COUNCIL
SUMMIT COUNTY, UTAH**

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
REGARDING APPEAL OF DAVID URE, SALLY ELLIOTT,
AND CARSTON MORTENSON OF LOW IMPACT PERMIT
ISSUED TO BLUE SKY RANCH CORPORATION, LLC**

On January 30, 2013, this matter came before the Summit County Council ("Council") on an appeal by David Ure, Sally Elliott, and Carston Mortenson (the "Appellants") of an approval by the Director of Community Development (the "Director") for a low impact permit amending an existing Conditional Use Permit issued to Blue Sky Ranch Corporation, LLC ("Blue Sky") on October 23, 2006 for a corporate retreat located in Wanship, Summit County, Utah (the "CUP") pursuant to Summit County Code ("Code") § 11-4-16.

Appellants were represented by Mr. Ure, Ms. Elliott, and Mr. Mortenson. Blue Sky was represented by Brad Cahoon of Snell & Wilmer. The Director was represented by Helen Strachan, Deputy Summit County Attorney, and Jennifer Strader, Summit County Planner. The Council was represented by David L. Thomas, Chief Civil Deputy County Attorney.

Evidence and materials were presented by way of testimony, statements, documents and memorandum for consideration by the Council. Having considered the evidence presented by all interested parties and the entire record relating to this appeal, the Council rendered its decision following discussion and deliberation as part of its regularly scheduled agenda on January 30, 2013, adopting a motion to DENY the appeal, with that decision to become final following the adoption of these findings and conclusions. The voting of the Council on this matter was 4-0 with Mr. Ure recusing himself from participating in the deliberations and vote. In support of that decision, the Council adopts the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Blue Sky is the owner of Parcels NS-82 and NS-86 in Wanship, Summit County, Utah (the "Property"). The Property is located within the AP and AG-100 zone districts under the Eastern Summit County Development Code and Zoning Map.
2. On October 23, 2006, Summit County issued Blue Sky a CUP to operate a corporate retreat on the Property. The County determined that the corporate retreat was a "[g]uest ranch[] or lodge intended to attract visitors/patrons on a daily basis or an extended stay" within the Use Table. Code §11-3-14. As such, the use required the issuance of a conditional use permit.
3. The CUP allowed the Property to be utilized as a corporate university, retreat and guest lodge that would provide lodging for daily or extended stay, educational and teambuilding opportunities, and other attractions and activities intended to service and attract guests and tourists to the Property. Facilities on the Property would consist of a

conference center, wellness center, fitness facilities, a pool, lodging consisting of 171 guest rooms, five restaurants, including commercial kitchens and the sale of baked goods and other foodstuffs for off premises consumption, retail store, commercial riding arenas, commercial stables, agricultural buildings associated with the agricultural use of the Property, incidental structures such as maintenance services buildings and administration buildings, a single family residence. In addition to the university campus, other anticipated uses included traditional conferences, weddings and other special events, corporate training, food and beverage services, and other seasonal commercial recreational activities such as horseback riding, mountain bike riding, guided snowshoeing, cross country skiing, and hiking tours. The total approved density on the Property was approximately 220,000 square feet.

4. Condition #16 of the CUP specifically provided that any changes to the uses within the CUP would have to be approved through an amendment. The CUP was approved by the Eastern Summit County Planning Commission (the "Planning Commission") and at the time of the approval all amendments to conditional use permits had to be approved by the Planning Commission.
5. Code §11-4-12(G)(1), which was enacted in 2008, provides that a conditional use permit may be amended by a low impact permit issued by the Director if the amendment "does not increase the square footage, density, or intensity of a previously approved conditional use permit."
6. In 2011, Blue Sky applied for a low impact permit to amend its CUP. Blue Sky planned

to continue all of uses and amenities discussed in paragraph 3 above; however, proposed to amend the CUP by decreasing the density on the Property from approximately 220,000 square feet to approximately 110,000 square feet. The number of guest rooms on the Property would be reduced from 171 to 60, and would consist of single story cabin-style lodges as opposed to the 5-story main conferencing center contemplated in the original CUP. The main road, approved in the CUP, to travel over Alexander Creek to get to the main guest lodge, was eliminated in favor of walking cart paths to access the individual lodges. Further, Blue Sky proposed to reduce the number of restaurants from five to three in favor of adding a distillery/restaurant facility of approximately 29,000 square feet (10,000 square foot restaurant, 1,000 square foot store, and 18,000 square foot distillery for manufacturing and warehousing distilled spirits, hereinafter, the "Distillery"). The Distillery and restaurant would be operated in only two of the 24 buildings covered by an amended CUP.

7. The Director determined that the CUP could be amended through a low impact permit because the density and square feet were significantly less than what was originally approved and the impacts from the Distillery would not be greater than the prior impacts in the aggregate approved in the 2006 CUP. The Director considered traffic, fire safety, engineering, water, and other environmental impacts in making this determination. To this end, traffic studies and the like were commissioned and reviewed by the Director and staff.
8. Code §11-4-16(C)(2) provides that the Director may, at his discretion, require a public

hearing before the Planning Commission and seek a recommendation from the Planning Commission before the Director makes an administrative decision either granting or denying a low impact permit.

9. A public hearing was held on December 19, 2012, and on a 4-2 vote, the Planning Commission forwarded a positive recommendation to the Director on the possible approval of the Blue Sky low impact permit.
10. On December 20, 2012, the Director issued the low impact permit to Blue Sky (the "LIP"). All of the existing conditions under the CUP were unchanged. The Director found that the amendment to the CUP to include the Distillery did not increase the square footage, density or intensity of the CUP approved in 2006 by the Planning Commission. The Distillery was allowed as an "accessory use" to the primary corporate retreat use, which included food and beverage services.
11. The Appellants, who include David Ure, a member of the County Council, and Sally Elliott, a former member of the County Council, timely appealed the issuance of the LIP pursuant to UCA §17-27a-703 and Code §11-7-16(A). None of the Appellants appeared at the Planning Commission or gave testimony during the Planning Commission public hearing.
12. Mr. Ure recused himself from the deliberations and vote on this matter, appearing as one of the Appellants.
13. Appellants allege that the Director erred in issuing the Blue Sky LIP. More specifically, the Appellants allege as follows:

- a. The distillery use is not an allowed use within the AP or AG-100 zone districts. Further, a distillery use does not appear in the Use Table of the Eastern Summit County Development Code, Code §11-3-14.
- b. The distillery does not meet the definition of an "accessory use" because the proposed tenant, High West Distillery ("HWD"), intends to use the facility for the manufacture of distilled spirits for both retail and wholesale distribution.
- c. The wrong process was utilized.
 - (i) The amendment was a major amendment, not a minor amendment, and, therefore, the correct process should have required Blue Sky to receive its approval from the Planning Commission, not the Director. The Distillery is a more intense use than the original CUP as it proposes to deliver on-site upwards of nine (9) semi-truck loads of grain each month.
 - (ii) The process is flawed because Condition #16 of the CUP allows only the Planning Commission to grant amendments, not the Director.
- d. There are inadequate conditions in place to address the impacts on water and sewer from the operation of the Distillery.

14. The following evidence was provided:

- a. The Distillery is on the same Property as the principal use, that of a corporate university, resort and guest lodge / ranch intended to attract visitors and tourists on a daily basis or extended stay, and provide such attractions and amenities thereon.

- b. The purpose of the Distillery is to manufacture distilled spirits. The distilled spirits can be utilized in food and beverage services on-site within the various restaurants as a unique amenity, similar to the relationship that microbreweries have with their restaurants. Squatters was used as an example.
- c. The Distillery is to be leased to HWD with the intent that HWD would consolidate its current distilling and bottling facilities on the Property. Eventually at maximum capacity, the expectation would be that the majority of the distilled spirits manufactured on the Property would be exported off-site for sale and wholesale distribution. Blue Sky provided an estimate of 22,000 cases of distilled spirits per year exported off-site for wholesale distribution, although during the initial three (3) years, there would be no off-site wholesale distribution.
- d. Traffic studies concluded that the addition of the Distillery, coupled with the decrease in density, would not create increased traffic intensity from the original CUP. The volume of distiller's grain produced by the Distillery in contrast to head of cattle on the Property was also considered. The expectation is that approximately 4,000 lbs of grain would be delivered to the Property, via grain truck, each month for use at the Distillery and that Further, there will be sufficient cattle on the Property to consume the distiller's grain.
- e. Condition #5 of the CUP requires compliance by Blue Sky with all requirements of the Summit County Health Department (sewer/septic), as well as of the State Division of Water Quality. Blue Sky indicated that it is building an on-site self

contained sewer treatment plant.

- f. Code §11-2-3(E) requires adequate water be demonstrated prior to the issuance of final site plan approval. Blue Sky has an existing well as a point of diversion and 24 acre-feet of water rights. The well produces at minimum 100 gallons per minute (“gpm”) of water. Additionally, Blue Sky is building an on-site 400,000 gallon water storage tank. The changes to the CUP with the Distillery will not use more water than what was required for the 2006 CUP.

BASED on the totality of facts and circumstances presented by the evidence and the entire record considered as part of the decision, the Council renders the following Conclusions of Law:

CONCLUSIONS OF LAW

1. UCA § 17-27a-703 provides that any person adversely affected may appeal the decision of a land use authority. The burden of proof to show that the land use authority erred is upon the appellant. UCA § 17-27a-705. The standard of review is “de novo,” meaning that the appeal authority shall determine the correctness of the decision in its interpretation and application of a land use ordinance. UCA § 17-27a-707.
2. The Appellants filed their appeal of the issuance of the Blue Sky LIP in a timely manner.
3. Blue Sky has asserted that the Appellants do not have standing to bring this Appeal because they did not exhaust their administrative remedies by appearing at the Planning Commission public hearing on the LIP to raise and preserve their issues for an appeal. While judicial appeals hold to a requirement that issues may not be raised on appeal for

the first time, there is no such requirement for administrative appeals under UCA §17-27a-703(a). The statute allows "any person adversely affected by the land use authority's decision" the ability to file an appeal.

4. The CUP provides sufficient conditions on the operation of the corporate retreat, to include the Distillery, for mitigating impacts, if any, related to water and sewer.
5. The Director did not err in his selection of a low impact permit process for an amendment to the Blue Sky CUP. In the aggregate, considering the reduction in density of 110,000 square feet, the impacts of a 18,000 square foot Distillery operated as an "accessory use" does not result in an increase in intensity of use. Further, Condition #16 of the CUP does not require that all amendments to the CUP be decided by the Planning Commission, it merely states that changes to the CUP must be by formal amendment. As a general rule, "because zoning ordinances are in derogation of a property owner's common-law right to unrestricted use of his or her property, provisions therein restricting property uses should be strictly construed, and provisions permitting property uses should be liberally construed in favor of the property owner." Patterson v. Utah County Board of Adjustment, 893 P.2d 602, 606 (Utah App. 1995). Consequently, the property owner here, Blue Sky, may avail itself of the current process through which an amendment to a conditional use permit may occur; namely, the low impact permit process.
6. The crux of this Appeal is the intensity of use of the Distillery by HWD. While a "distillery" is not specifically named on the Use Table, it is akin to a "Manufacturing, Light" use. Code §11-3-14. Such a use is not permitted within either the AP or AG-100

zone districts. As such, the distillery use can only be allowed as an "accessory use" to the principal use for which the Property is utilized in accordance with the Use Table. An "accessory use" requires the satisfaction of five requirements; the operative requirements at issue in this Appeal being the requirements that the Distillery be "clearly incidental to and [] customarily found in connection with [the corporate retreat, including the food and beverage services], and . . . [where the "accessory use" is not owned by Blue Sky, such Distillery must be] "maintained and operated . . . substantially for the benefit or convenience of the owners, occupants, employees, customers, or visitors of the principal use." Code, Title 11, Appendix "A." Whereas, a distillery that's primarily used to provide food and beverage service to the on-site restaurants as an amenity is certainly "incidental to and [] customarily found" in such circumstances and is clearly being used for the "substantial[] . . . benefit or convenience of the . . . customers or visitors" to the corporate retreat and on-site restaurants, the exportation of distilled spirits for wholesale distribution is separate and apart from this on-site "accessory use." The fact that HWD plans to consolidate all of its manufacturing facilities on the Property is problematic. It indicates that the primary purpose of the Distillery is wholesale distribution, not on-site sales and consumption by the patrons of the corporate retreat. Such an unrestricted wholesale use would require in our view a rezone to the Light Industrial zone district or a Code amendment or both. This is not to say that "de minimus" wholesale distribution is incompatible with an "accessory use." However, "de minimus" is not the wholesale distribution of 22,000 cases of distilled spirits each year. We believe that a more

appropriate limitation on wholesale distribution to be 15% of the total manufacturing production of distilled spirits at the Distillery.

7. The Council concludes that there are adequate mitigation measures which can be added to the CUP through the LIP to address the addition of a 18,000 square foot Distillery on the Property.

Based upon the preceding analysis, it is the decision of the Council to DENY the appeal and issue a Low Impact Permit to Blue Sky with the following additional condition:

Annual wholesale distribution of distilled spirits manufactured on the Property shall be limited to 15% of the total annual production of the Distillery. In the event that the Council, in its discretion, favorably considers a legislative amendment which renders a distillery as a "permitted use" on the Property, this condition shall automatically expire without the need for a future CUP amendment.

DATED this 13th day of February, 2013.



COUNTY COUNCIL
OF SUMMIT COUNTY

BY:

Claudia McMullin
Claudia McMullin
Chair

ATTEST:

Kent Jones
Kent Jones
County Clerk

APPROVED AS TO FORM:

David L. Thomas
David L. Thomas
Chief Civil Deputy

EXHIBIT E
Complaint

Bradley R. Cahoon (5925)
Blakely J. Denny (13686)
SNELL & WILMER L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101-1004
Telephone: (801) 257-1900
Facsimile: (801) 257-1800
Email: bcahoon@swlaw.com
bdenny@swlaw.com

Attorneys for Plaintiff

**IN THE THIRD JUDICIAL DISTRICT COURT,
SUMMIT COUNTY, STATE OF UTAH**

**BLUE SKY RANCH CORPORATION,
LLC**, a Utah limited liability company,

Plaintiff,

vs.

SUMMIT COUNTY, a political subdivision
of the State of Utah,

Defendant.

**COMPLAINT AND PETITION
FOR REVIEW**

Case No. _____

Honorable _____

(Tier 2)

Plaintiff Blue Sky Ranch Corporation, LLC, a Utah limited liability company ("Blue Sky") complains of defendant Summit County (the "County") and for a cause of action alleges as follows:

INTRODUCTION

This action is a petition for review of a decision by the Summit County Council ("Council") and is filed under Utah Code Ann. § 17-27a-801. The Council denied a land use appeal and upheld the decision of the Summit County Director of Community Development

("Director") approving an amendment to Blue Sky's existing conditional use permit. However, in upholding the Director's decision, the Council imposed an illegal restraint on the wholesale distribution of distilled spirits.

PARTIES, JURISDICTION & VENUE

1. Blue Sky is a Utah limited liability company.
2. The County is a political subdivision of the State of Utah.
3. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 17-27a-801 and § 78B-6-401.
4. Pursuant to Rule 26 of the Utah Rules of Civil Procedure, this is a Tier 2 case.

GENERAL ALLEGATIONS

5. Blue Sky is the owner of land in Wanship, Summit County, Utah ("Property"). The Property is located within the AP and AG-100 zone districts under the Eastern Summit County Development Code and Zoning Map.

6. On October 23, 2006, the County issued Blue Sky a Conditional Use Permit (the "CUP") to operate a corporate retreat on the Property.

7. The CUP allowed the Property to be utilized as a corporate university, retreat and guest lodge that would provide lodging for daily or extended stay, educational and teambuilding opportunities, and other attractions and activities intended to service and attract guests and tourists to the Property. Facilities on the Property would consist of a conference center, wellness center, fitness facilities, a pool, lodging consisting of 171 guest rooms, five restaurants, including commercial kitchens and the sale of baked goods and other foodstuffs for off premises

consumption, retail store, commercial riding arenas, commercial stables, agricultural buildings associated with the agricultural use of the Property, incidental structures such as maintenance services buildings and administration buildings, a single family residence, and agricultural buildings associated with the agricultural use of the property and attendant storage and sale of agricultural products. In addition to the university campus, other anticipated uses included traditional conferences, weddings and other special events, corporate training, food and beverage services, and other seasonal commercial recreational activities such as horseback riding, mountain bike riding, guided snowshoeing, cross country skiing, and hiking tours. The total approved density on the Property was approximately 220,000 square feet. The CUP also allowed for disturbance to the 30% slope within the Property.

8. Section 11-4-12(G)(1) of the Eastern Summit County Development Code ("Code"), which was enacted in 2008, provides that a conditional use permit may be amended by a low impact permit issued by the Director if the amendment "does not increase the square footage, density, or intensity of a previously approved conditional use permit."

9. In 2011, Blue Sky applied for a low impact permit to amend its CUP. Blue Sky planned to continue all of the uses and amenities discussed in paragraph 7 above; however, it also proposed to amend the CUP by decreasing the density on the Property from approximately 220,000 square feet to approximately 120,000 square feet. The number of guest rooms on the Property would be reduced from 171 to 60, and would consist of single story cabin-style lodges as opposed to the 5-story main conferencing center contemplated in the original CUP. The main road, approved in the CUP, to travel over Alexander Creek to get to the main guest lodge, was

eliminated in favor of walking cart paths to access the individual lodges. Further, Blue Sky proposed to reduce the number of restaurants from five to three in favor of adding a distillery/restaurant facility of approximately 29,000 square feet (10,000 square foot restaurant, 1,000 square foot store, and 18,000 square foot distillery for manufacturing and warehousing distilled spirits, hereinafter, the "Distillery"). The Distillery would be open to the public for tours and educational events and would also include a tasting room. The proposed amendment would no longer disturb the 30% slope on the Property. The Distillery and restaurant would be operated in only two of the 24 buildings covered by an amended CUP.

10. The Director determined that the CUP could be amended through a low impact permit because the density, square feet and intensity were significantly less than what was originally approved and the impacts from the Distillery, even at its maximum production, would not be greater than the prior impacts in the aggregate approved in the 2006 CUP. The Director considered traffic, fire safety, engineering, water, and other environmental impacts in making this determination. To this end, traffic studies and the like were commissioned and reviewed by the Director and staff.

11. Section 11-4-16(C)(2) of the Code provides that the Director may, at his discretion, require a public hearing before the Planning Commission and seek a recommendation from the Planning Commission before the Director makes an administrative decision either granting or denying a low impact permit.

12. A public hearing was held on December 19, 2012, and on a 4-2 vote, the Planning Commission recommended that the Director approve the Blue Sky low impact permit.

13. On December 20, 2012, the Director issued the low impact permit ("LIP") to Blue Sky. All of the existing conditions under the CUP were unchanged. The Director found that the amendment to the CUP to include the Distillery did not increase the square footage, density or intensity of the CUP approved in 2006 by the Planning Commission.

14. David Ure, a member of the Council; Sally Elliott, a former member of the Council; and Carston Mortenson (together, the "Appellants") appealed the Director's issuance of the LIP to the Council pursuant to Utah Code Ann. §17-27a-703 and Code § 11-7-16(A).

15. None of the Appellants appeared at the Planning Commission or gave testimony during the Planning Commission public hearing on December 19, 2012 and did not submit any comments to or raise any issues with the Director.

16. On or about February 13, 2013, the Council adopted Findings of Fact and Conclusions of Law ("Findings and Conclusions"). A copy of the Findings and Conclusions are attached as Exhibit A to this Complaint.

17. The Findings and Conclusions describe the evidence presented to the Council, as follows:

a. The purpose of the Distillery is to manufacture distilled spirits. The distilled spirits can be utilized in food and beverage services on-site within the various restaurants as a unique amenity and to export spirits offsite for sale and distribution, similar to the relationship that microbreweries have with their restaurants. The Distillery also serves as an attraction for visitors by providing distillery tours, tastings, and educational opportunities on the distillery process. The Distillery grain byproduct also serves as feed for the cattle located on the

Property.

b. The Distillery is to be leased to High West Distillery ("HWD") with the intent that HWD would consolidate its current distilling and bottling facilities on the Property. Eventually at maximum capacity, the expectation would be that the majority of the distilled spirits manufactured on the Property would be exported off-site for sale and distribution. Blue Sky provided an estimate of 22,000 cases of distilled spirits per year exported off-site for wholesale distribution.

c. Traffic studies concluded that the addition of the Distillery, coupled with the decrease in density, would not create increased traffic intensity from the original CUP. The volume of distiller's grain produced by the Distillery in contrast to head of cattle on the Property was also considered. The expectation is that approximately 4,000 pounds of grain would be delivered to the Property, via grain truck, each month for use at the Distillery and that there will be sufficient cattle on the Property to consume the Distillery's grain.

d. Condition #5 of the CUP requires compliance by Blue Sky with all requirements of the Summit County Health Department (sewer/septic), as well as of the State Division of Water Quality. Blue Sky indicated that it is building an on-site self-contained sewer treatment plant.

e. Blue Sky has an existing well as a point of diversion and 24 acre-feet of water rights. The well produces at minimum 100 gallons per minute ("gpm") of water. Additionally, Blue Sky is building an on-site 400,000 gallon water storage tank. The changes to the CUP with the Distillery will not use more water than what was required for the 2006 CUP.

18. In the Findings and Conclusions, the Council found that the Director did not err in his selection of a low impact permit process for an amendment to the CUP.

19. As stated in the Findings and Conclusions, the crux of the Appeal was the intensity of use of the Distillery. The Council found that the distillery use can only be allowed as an "accessory use" to the principal use for which the Property is utilized in accordance with the Use Table in the Code. Code § 11-3-14.

20. The Council found that the unrestricted wholesale distribution of spirits manufactured on the Property was not an "accessory use." The Council stated that "we believe that a more appropriate limitation on wholesale distribution to be 15% of the total manufacturing production of distilled spirits at the Distillery." Thus, the Council concluded that 85% of spirits manufactured on-site could not be distributed off-site.

21. Based on the foregoing, the Council denied the appeal, but issued the LIP to Blue Sky with the condition that "annual wholesale distribution of distilled spirits manufactured on the Property shall be limited to 15% of the total annual production of the Distillery" ("Wholesale Distribution Restriction").

FIRST CAUSE OF ACTION
(Petition for Review)

22. Blue Sky realleges and incorporates herein each of the allegations set forth above.

23. The Wholesale Contribution Restriction was not supported by substantial evidence, was arbitrary and capricious, and was illegal.

24. The Wholesale Contribution Restriction regulates the distribution of alcoholic

beverages from the Distillery.

25. Under the Alcoholic Beverage Control Act, Utah Code Ann. § 32B-1-101 et seq. ("Act"), counties may not regulate alcohol in an area expressly addressed in the Act. Utah Code Ann. § 32B-1-204.

26. The Act specifically regulates storage and sale quantity limitations under Utah Code Ann. § 32B-11-208.

27. Thus, the Wholesale Distribution Restriction conflicts with and is preempted by the Act.

28. Section 11-4-12(G)(1) of the Code governs amendments to conditional use permits. A minor amendment, which is what occurred in this case, is "defined as an amendment that does not increase the square footage, density, or intensity of a previously approved Conditional Use Permit. A minor amendment may be commenced by filing a Low Impact Permit Application." Section 11-4-12(G)(1) does not require an analysis of whether the proposed amendment involves an "accessory use."

29. In issuing the Findings and Conclusions, the Council reviewed the Director's issuance of the LIP and determined that the Director was correct in issuing the LIP because the LIP met the standard set forth in Section 11-4-12(G)(1) of the Code. This finding and conclusion by the Council should have ended the matter.

30. The Council, however, exceeded its authority when it held that the distillery use can only be allowed as an "accessory use" to the principal use of which the Property is utilized in accordance with the Use Table.

31. The term "accessory use" is irrelevant to the issuance of an LIP. See Code, § 11-4-12(G). In fact, there is no requirement in the Use Table that there be an "accessory use" to the principal use of the Property. See Code § 11-3-14. The only place where the term "accessory use" appears in the entire Code is in Appendix "A" as a defined term.

32. The Council's decision that the distillery use can only be allowed as an "accessory use" was illegal, arbitrary and capricious, and was not based on substantial evidence.

33. The 15% limitation on wholesale distribution was based on an arbitrary and capricious "belief" of the Council. This restraint on trade was not based on substantial evidence.

34. Blue Sky is entitled to an order vacating the Wholesale Distribution Restriction.

SECOND CAUSE OF ACTION
(Declaratory Relief-Standing)

35. Blue Sky realleges and incorporates herein each of the allegations set forth above.

36. The Appellants failed to preserve and exhaust administrative remedies and did not have standing to appeal to the Council.

37. The Appellants failed to appear and preserve their issues for appeal at the Planning Commission hearing.

38. The Appellants did not appeal the Planning Commission's recommendation to the Director to approve the low impact permit to the County.

39. The Appellants did not submit comments to the Director regarding the low impact permit.

40. The Appellants merely appealed the Director's issuance of the LIP directly to the

County.

41. Blue Sky is entitled to an order declaring that the Appellants did not have standing to appeal the Director's issuance of the LIP and that the original LIP issued by the Director is in full force and effect without the Wholesale Distribution Restriction imposed on appeal by the Council.

PRAYER FOR RELIEF

Blue Sky prays for relief and demands judgment against the County as follows:

A. On the First Cause of Action, an order vacating the Wholesale Contribution Restriction.

B. On the Second Cause of Action, an order declaring that the Appellants did not have standing to appeal the Director's issuance of the LIP and that the original LIP issued by the Director is in full force and effect without the Wholesale Distribution Restriction imposed on appeal by the Council.

C. For whatever relief, equitable or otherwise, necessary to give effect to the foregoing; and

D. For such other and further legal and equitable relief as the Court deems appropriate.

DATED this 15th day of March, 2013.

SNELL & WILMER L.L.P.



Bradley R. Cahoon
Blakely J. Denny
Attorneys for Plaintiff

Plaintiff's Address:
222 Main Street, Suite 1730
Salt Lake City, UT 84101

16736338

EXHIBIT F
2013 Building Permit Application

SUMMIT COUNTY BUILDING PERMIT APPLICATION

PHONE 435-336-3124 NOTE: 24 hours notice is required for all inspections

Applicant to fill out left side only

Owner of Property: <u>Blue Sky Ranch LLC</u>	
Mailing Address: (Please list either P.O. Box or Street Address) <u>1011 STATE RD 32</u>	
City: <u>WASHACHE</u>	State: <u>Ut</u>
Phone: <u>(801) 557-9876</u>	
Building Address: <u>27649 OLD LINCOLN HWY</u>	
Subdivision Name: <u>Blue Sky</u>	
Proposed Use of Structure: <u>Distillery Restaurant</u>	Assessors Parcel No.:
Total Property Area: <u>OFFICES</u>	Total Bldg Site Area used:
In Acres or Sq. Ft.:	Accessory Bldgs. Now on Lot? <input checked="" type="checkbox"/>
Dwelling Units Now on Lot? <input checked="" type="checkbox"/>	Phone: <u>(801) 466-8818</u>
Architect/Engineer: <u>AJC ARCHITECT</u>	Address: <u>703 EAST 1700 SOUTH SLC UTAH</u>
General Contractor: <u>BIG D CONSTRUCTION</u>	Phone: <u>(801) 415-6000</u>
Address: <u>SLC UTAH</u>	State Lic. No.:
Electrical Contractor:	Phone:
Address:	State Lic. No.:
Plumbing Contractor:	Phone:
Address:	State Lic. No.:
Mechanical Contractor:	Phone:
Address:	State Lic. No.:

NOTICE:
Construction may require installation of underground utilities. Summit County will not allow open excavation of roadways after October 1st. This permit becomes null and void if work or construction authorized is not started within 180 days, or if construction or work is suspended or abandoned for a period of 180 days anytime after work is started. I hereby certify that I have read and examined and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury.

Signature of Contractor: _____ Date: _____
Signature of Owner: _____ MARCH 19 2013 Date: _____

Right Side Office Use Only

Plan Check No.	Utah Permit Number
SUM	
Date Issued	Summit County Permit Number
	<u>862</u>
E-mail Address:	

Application fee paid: No Yes Amount:
Building Fee Schedule

Sq. Ft. of Bldg:	Valuation:	<u>\$1,461,994</u>
Main Floor: <u>1559</u>	Building Fee	<u>7713.00</u>
2nd Floor: <u>1161</u>	Plan Check Fee	<u>5013.45</u>
Finished Bsmt: <u>1511</u>	Electrical Fee	<u>589.57</u>
Garage: <u>1511</u>	Plumbing Fee	<u>506.77</u>
Decks: <u>1511</u>	Mechanical Fee	<u>506.77</u>
Other:	Demolition Fee	
Building Description:	Double Fee	
No. of Dwellings: <u>0</u>		
No. of Buildings: <u>1</u>		
No. of Stories: <u>2</u>		
Occ. Group: <u>A-210-3</u>		
Occupancy load:		
Type of Construction: <u>A</u>		
Roof Snow Load:		
No. of Bathrooms:	1% Surcharge	<u>9316</u>
Fire Sprinklers Required:		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Total	

Permit Issuance Approved By: _____ Date: April 18, 2013
Building Division's Representative

Other Required Approvals:	Received By	Date Received
Fire District		
Water District		
Sewer District		
Engineering Dept.		<u>12-29-13</u>
Recreation District		
Health Dept.		
Special Requirements or Comments:		

Zoning Approval: _____ Setbacks: Front: _____ Rear: _____
Cart of Survey Required _____ Side: _____
Cert of Elevation Required _____ Left: _____ Right: _____

Planning Division's Representative: _____ Date: _____
County Engineer: _____ Flood Zone: A _____ Shaded X _____ x
A. Madd 3-20-13
County Engineer's Representative Date

EXHIBIT G
Code Amendment Application



Community Development Department
 P.O. Box 128
 60 North Main Street
 Coalville, Utah 84017
 Phone: 435-615-3124
 Fax: 435-615-3046
 www.summitcounty.org

DEVELOPMENT CODE AMENDMENT APPLICATION FORM

Owner(s) of Record:

Name: Blue Sky Corporation Ranch, LLC Phone: 801-521-6970
 Mailing Address: 222 Main Street, Suite 1730
 City: Salt Lake City State: UT Zip: 84101
 E-Mail Address: mphillips1@phillipsedison.com Fax: 801-521-6952

Authorized Representative to Whom All Correspondence Is to be Sent:

Name: Michael C. Phillips Phone: 801-521-6970 x 6303
 Mailing Address: 222 Main Street, Suite 1730
 City: Salt Lake City State: UT Zip: 84101
 E-Mail Address: mphillips1@phillipsedison.com Fax: 801-521-6952

Project Information:

Parcel #: NS-82 & NS-86 Subdivision Name: _____
 Address: 27649 Old Lincoln Highway, Wanship, Utah Section: _____ Township: _____ Range: _____
 Do you currently have constructions plans turned in for Building Permit review? YES (plan check #) No NO

Project Description (acreage, building square footage, number of lots, etc.):

See Exhibit A - Findings of Fact and Conclusions of Law
See Exhibit B - Code Amendment

FOR OFFICE USE ONLY		<div style="border: 1px solid black; padding: 5px; margin: 0 auto; width: 80%;"> <p style="text-align: center; margin: 0;">SUMMIT COUNTY COMMUNITY DEVELOPMENT</p> <p style="text-align: center; margin: 0;">APR - 9 2013</p> <p style="text-align: center; margin: 0; font-size: 1.2em;">RECEIVED</p> </div>
<p><input checked="" type="checkbox"/> \$2,000.00</p> <p><input type="checkbox"/> Snyderville Basin</p> <p><input checked="" type="checkbox"/> Eastern Summit County</p>	<p>RECEIPT #: <u>2269</u> DATE RECEIVED: <u>4-9-13</u> RECEIVED BY: </p>	

554

As of 9.1.10

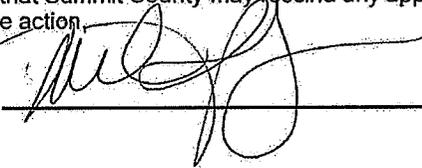
OWNER(S) ACKNOWLEDGEMENT

All application fees must be paid at time of application submittal. No application will be processed until all application fees are paid. Notification and publication fees for required public hearing notices (individual notices mailed to property owners - \$2.00 per notice; 14 day publication of legal notice in local newspaper - cost of notice) will be billed to applicant at the time a hearing is scheduled. Notification fees must be paid within 10 days of billing.

PLEASE NOTE REGARDING FEES; the payment of fees and /or the acceptance of such fees by County Staff does not constitute any sort of approvals, vesting, or signify that the application is complete or appropriate in any manner. The collection of fees is simply a requirement to begin the review process that will ultimately make such determinations.

I hereby declare under penalty of perjury that this application form, and all information submitted as part of this application form is true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application form be incorrect or untrue, I understand that Summit County may rescind any approval or sufficiency determination, or take other appropriate action.

Owner(s) Signature: _____



Date: _____

4/9/2013

EXHIBIT H
Rezone Application



Community Development Department
 P.O. Box 128
 60 North Main Street
 Coalville, Utah 84017
 Phone: 435-615-3124
 Fax: 435-615-3046
 www.summitcounty.org

REZONE APPLICATION FORM

Owner(s) of Record:

Name: Blue Sky Corporation Ranch, L.L.C. Phone: 801-521-6970
 Mailing Address: 222 South Main Street, Suite 1730
 City: Salt Lake City State: UT Zip: 84101
 E-Mail Address: m.phillips1@phillipseedison.com Fax: 801-521-6952

Authorized Representative to Whom All Correspondence is to be Sent:

Name: Michael C. Phillips Phone: 801-521-6970 x6303
 Mailing Address: 222 South Main Street, Suite 1730
 City: Salt Lake City State: UT Zip: 84101
 E-Mail Address: m.phillips1@phillipseedison.com Fax: 801-521-6952

Project Information:

Parcel #: NS-82; NS-86 Subdivision Name: _____
 Address: 27649 Old Lincoln Highway Washie, UT Section: _____ Township: _____ Range: _____
 Do you currently have constructions plans turned in for Building Permit review? YES (plan check #) 882 NO

Project Description (acreage, building square footage, number of lots, etc.):

Rezone to Commercial for the area depicted
in the attached Exhibit A

FOR OFFICE USE ONLY	
<input checked="" type="checkbox"/> \$2,000.00	
<input type="checkbox"/> Snyderville Basin	
<input checked="" type="checkbox"/> Eastern Summit County	
RECEIPT #:	DATE RECEIVED: <u>6.21.13</u> RECEIVED BY: <u>[Signature]</u>

* Sara e-mailed to Mr. Kee still needs to be paid.

As of 8.10

(625)

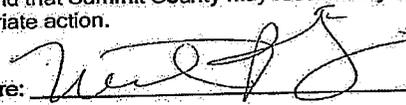
OWNER(S) ACKNOWLEDGEMENT

All application fees must be paid at time of application submittal. No application will be processed until all application fees are paid. Notification and publication fees for required public hearing notices (Individual notices mailed to property owners - \$2.00 per notice; 14 day publication of legal notice in local newspaper - cost of notice) will be billed to applicant at the time a hearing is scheduled. Notification fees must be paid within 10 days of billing.

PLEASE NOTE REGARDING FEES: the payment of fees and /or the acceptance of such fees by County Staff does not constitute any sort of approvals, vesting, or signify that the application is complete or appropriate in any manner. The collection of fees is simply a requirement to begin the review process that will ultimately make such determinations.

I hereby declare under penalty of perjury that this application form, and all information submitted as part of this application form is true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application form be incorrect or untrue, I understand that Summit County may rescind any approval or sufficiency determination, or take other appropriate action.

Owner(s) Signature: _____



Date: _____

EXHIBIT I
Development Improvements Agreement

**DEVELOPMENT IMPROVEMENTS AGREEMENT
FOR
"BLUE SKY DISTILLERY PROJECT"**

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

RECITALS:

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

B. The Developer desires to develop "Project", hereinafter referred to as the ("Property") according to the attached Exhibit B showing a proposed layout for said property.

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

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

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

1. Developer's Guarantee and Warranty

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

improvements. The County may either retain up to ten (10) percent or require a bond or escrow up to ten (10) percent of the required total improvement costs until twelve months from the date of completion of the improvements and acceptance thereof by the County, as a guarantee should the improvements prove to be defective during said 12-month period. Developer agrees to promptly correct any deficiencies in installation in order to meet the requirements of the plans and specifications applicable to such installation. In the event such installation is not completed according to the specific plans set forth in the Site Improvements Plan, the County shall have the right to cause such work to be done as is necessary to complete the installation in such manner and Developer shall be liable for the cost of such additional work.

2. Water Lines and Sanitary Sewer Collection Lines

(a) The Developer has agreed to construct and pay for all sanitary sewer, culinary and fire protection water systems to serve the Property.

3. Electric, Gas, and Telephone Facilities

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

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

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

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

4. Storm Drainage Improvements

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

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

5. Roads

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

6. Weed Control

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

7. Road Cuts

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

8. Traffic Control

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

9. Maintenance and Repair

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

10. Financial Assurances

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

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

11. Default

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

12. Amendment

This Agreement and the Site Improvements Plan referred to herein, may only be amended by written instrument signed by the County and the Developer.

13. Binding Effect

This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs and assigns of the property owners; provided that, purchasers within the Property or any third party that receives title to any portion of the Property shall not incur any liability hereunder and no person or entity that receives title to any portion of the Property, may claim to be a third party beneficiary of the terms, conditions, or covenants of this Agreement. This Agreement shall be recorded in the Office of the Summit County Recorder and on file with the Department of Community Development. All existing lien holders shall be required to subordinate their liens to the covenants contained in the Development Improvements Agreement.



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

APPROVED:

SUMMIT COUNTY

By: _____
Robert Jasper
County Manager

STATE OF Utah :)
:SS
County of Summit:)

Personally appeared before me this ___ date of _____, 2013 the following:
Robert Jasper, the Summit County Manager, who acknowledged to me that he
executed this agreement.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC
RESIDING IN _____

APPROVED AS TO FORM:

David L. Thomas, Chief Civil Deputy

ACCEPTED:
"Developer"

By: _____
Its: _____

STATE OF _____:

County of _____

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

_____ who acknowledged to the that ___ he ___ executed this agreement.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC
RESIDING IN _____

]

SUMMIT COUNTY, UTAH
ORDINANCE NO. _____

**AN ORDINANCE TO REZONE A PORTION OF PARCEL NS-86, LOCATED IN
WANSHIP AND TO AMEND SECTIONS 11-3-14 AND APPENDIX A OF THE
EASTERN SUMMIT COUNTY DEVELOPMENT CODE**

WHEREAS, the Eastern Summit County Development Code (Code) and Zoning Map were adopted on June 8, 2005; and

WHEREAS, Section 11-5-3 of the Eastern Summit County Development Code outlines a process for an amendment to a zone district and text of the Code; and

WHEREAS, an application to rezone a portion of parcel NS-86 was filed with Summit County On June 21, 2013 that proposes rezoning approximately 5.0 acres of property from AG-100 to the Commercial zone. An application to amend the Code to add the use of a “micro-brewery/distillery” as a Conditional Use Permit in the Commercial zone was also filed on June 21, 2013; and

WHEREAS, the Eastern Summit County Planning Commission conducted a public hearing on July 11, 2013 and forwarded a recommendation to the Summit County Council to approve the request as proposed; and

WHEREAS, the Summit County Council conducted a public hearing on July 31, 2013; and

NOW THEREFORE, the County Legislative Body of the County of Summit, State of Utah [hereinafter “Council”], ordains as follows:

- Section 1. The Eastern Summit County Zoning Map is amended so that a portion of Parcel NS-86 is zoned Commercial.
- Section 2. The Eastern Summit County Development Code is amended so that a “micro-brewery/distillery” is a Conditional Use Permit in the Commercial zone and a definition has been added to Appendix A.
- Section 3. This Ordinance shall take effect after fifteen (15) days of the date below and upon publication in a newspaper published and having general circulation in Summit County.

PASSED AND ADOPTED on this _____ day of _____ 2013.

SUMMIT COUNTY COUNCIL OF SUMMIT COUNTY, STATE OF UTAH

By _____
Chair, Summit County Council

- Councilor McMullin voted _____
- Councilor Ure voted _____
- Councilor Carson voted _____
- Councilor Armstrong voted _____
- Councilor Robinson voted _____

ATTEST:

County Clerk, Summit County, Utah