STAFF REPORT

To:	Summit County Council
From:	Emily Quinton, Sustainability Program Manager Dave Thomas, Chief Civil Deputy
Date of meeting:	March 3, 2021
Subject:	Review and discuss draft interlocal governance agreement for the Community Renewable Energy Program and opportunity to participate as an anchor community.

REQUESTED COUNCIL ACTION

Review draft interlocal governance agreement and consider Summit County's possible participation as an anchor community.

BACKGROUND

By December 31st, 2019 Summit County and 22 other Utah communities passed 100% renewable energy resolutions. Specifically, section 1.b. of Summit County Resolution #2019-29 commits the County to implementing strategies and policies to "achieve an amount equivalent to 100% of the annual electric energy supply for participating customers from a renewable energy resource by 2030." (Summit County is also committed to 100% renewable electrical energy for government operations). By making '100% by 2030' commitments, these 23 communities became eligible to participate in the Community Renewable Energy Program, as envisioned by H.B. 411[1], passed during the 2019 Utah Legislative Session.

In 2020, representatives from these communities began working closely together to realize the vision laid out in H.B. 411 and Utah Code Ann. 54-17-901. "Utah 100 Communities"[2] is the term being used to describe those communities that made 100% by 2030 commitments. Over the past year, representatives, including both staff and attorneys, from a handful of the Utah 100 communities have engaged in small group meetings to work through several items, including two key elements to be discussed with Council: a draft interlocal governance agreement and proposed anchor community structure. This Council update follows two large meetings held on 2/17/21, one for elected officials[3] and one for community members, during which much of this information was initially presented.

The draft interlocal governance agreement lays out and defines how participating communities will work together, share costs, and vote to make key decisions. Summit County has been intimately

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[1] https://le.utah.gov/~2019/bills/static/HB0411.html

[2] https://www.utah100communities.org/

[3] See slides used for elected officials meeting: https://e7c003d0-30f6-4f17-97e1-004b9f370063.filesusr.com/ugd/26b4b3_7908ed917a8842d586cf9516dac86fe7.pdf & a recording of the meeting: https://youtu.be/cVlQU28Gb6o

involved in the development of the interlocal governance agreement, which will be finalized and ready for signature in the coming weeks. With Council's approval, Summit County can sign the governance agreement as soon as it is ready, but must sign by July 31, 2021 to be able to vote, and by January 31, 2022 at the latest. As will be discussed, signing early and as an anchor community is a step Council can take to cement the County's participation and support the program's long-term success. When signing the interlocal governance agreement, Summit County will also be committing to contribute its share towards program implementation expenses, which are outlined below.

INTERLOCAL GOVERNANCE AGREEMENT

The draft interlocal governance agreement is attached (Attachment A). Over the course of five meetings in early 2021, a team of attorneys representing several Utah 100 Communities coordinated to fine-tune the agreement. The communities that sign the governance agreement will make up the "agency" which will be guided by a Board. Each community will name a Board member who is an elected official and an alternate who can be staff. Additionally, there are Board officer roles to be filled: President, Secretary, and Treasurer.

Cost sharing

There are two major types of costs participating communities will be responsible for covering: "non-noticing costs" (shared) and "noticing costs" (not shared). Attachment B offers guidance to the Utah 100 Communities on these potential costs.

- Non-noticing costs, estimated at $700,000, can be thought of as program start-up and implementation costs, funding the development and submission of the program application to the Public Services Commission, eventual process to procure resources, and the experts needed to ensure these steps are successful. H.B. 411 clearly states that the cost cannot be shifted to non-participating customers, so the communities must cover the following costs: joint utility filing cost, state regulator program analysis cost, community legal and technical consultant costs. The non-noticing costs will be shared between participating communities, based on "participation percentage". The participation percentage is a combination of population and electricity load of each community. As Attachment B shows, Summit County's anticipated total non-noticing cost is $21,519.95. Non-noticing costs will be paid in two phases:
    - Phase 1 payments due July 31, 2021
    - Phase 2 payments due July 31, 2022
- Noticing costs will be covered separately by each participating community to pay for notices sent via Rocky Mountain Power informing customers of the program, rates, and their ability to opt-out, if they choose, at the time of program roll-out. The noticing costs are not shared between participating communities. At this point, it is not known when the noticing costs will be paid but may be likely in 2023 or 2024. Noticing cost estimates may change depending on the number of customers in each community at the time of program roll-out. As of now, noticing costs for Summit County are estimated to be $10,591.46 (Attachment B).

The anchor communities concept addresses how the non-noticing costs will be covered should community participation be lower than anticipated and/or to allow the process to move forward while some communities take more time to decide about participating. If participating as an anchor, Summit County will commit to additional expenses.

Voting

The governance agreement proposes two different methods for voting: "pre-implementation voting" and "post-implementation voting". Implementation refers to the Community Renewable Energy Program being through approval from the Public Services Commission.

- Pre-implementation voting: simple community vote with the option to call for a weighted voted. A weighted vote is based on "participation percentage", which changes based on key milestones.
- Post-implementation voting:
    - To change program elements, a supermajority of communities and majority of electric load would be required.
    - To procure new renewable energy resources, a majority of communities and majority of electric load would be required.

Additional details on voting, including how participation percentage changes over time, are available in the draft interlocal governance agreement (Attachment A).

Anchor Community Concept

The anchor community concept was based on concerns regarding the possible impact of communities deciding to not participate in the program. This concept offers each Utah 100 Community assurance that their share of the $700,000 will not change based on participation (or lack thereof) of other communities. Together, the anchor communities will commit to maximum contributions that collectively equal the entire $700,000 implementation cost. The anchor communities will likely be some of the earliest to sign the interlocal governance agreement and will be responsible for making anchor payments (in addition to the baseline payments). As non-anchor communities join, anchor payments will shrink proportionally to the size of each community's maximum anchor payment. This may come in the form of the anchor payment being smaller by the time it needs to be made and/or being credited or adjusted when Phase 2 anchor payments are due. Anchor payments due dates depend on whether the community is a municipality or a County:

- Phase 1 anchor payments due:
    - October 31, 2021 for municipalities
    - January 31, 2022 for Counties
- Phase 2 anchor payments due:
    - October 31, 2022 for municipalities
    - January 31, 2023 for Counties

The anchor communities can be thought of as providing a "backstop" for the program. Summit County staff have participated and will continue to participate in upcoming discussions with communities that have expressed an interest in being an anchor. As a potential anchor, Summit County's anchor costs will depend on the other communities committing to be anchors.

PROCESS & TIMELINE

The following is a *potential* process and estimated timeline for how the Community Renewable Energy Program may proceed. It should be noted that payments can be made early.

- Signing onto the interlocal governance agreement:
  - The governance agreement will be finalized and distributed in March 2021.
  - The agreement will take effect once a minimum of five communities sign it.
  - If a community wants to be able to vote, it must sign the agreement by July 31, 2021
  - If a community does not sign by July 31, 2021, but still wants to participate, it must sign the agreement by January 31, 2022.
- Payments:
  - Regular payments:
    - Phase 1 payments are due by July 31, 2021 for those who have signed on at that point and by January 31, 2022 for those who sign on between July 31, 2021 and January 31, 2022.
    - Phase 2 payments are due by July 31, 2022 for all participating communities.
  - Anchor payments:
    - Phase 1 Anchor payments are due by October 31, 2021 for municipalities and by January 31, 2022 for Counties.
    - Phase 2 Anchor payments are due by October 31, 2022 for municipalities and by January 31, 2023 for Counties. Phase 2 Anchor payments will be adjusted for Phase 1 actual payments.
- Program application development:
  - Once the governance agreement takes effect, the Utah 100 Communities will begin engaging Rocky Mountain Power and other stakeholders to develop the program application and draft RFP language to attach to the application.
  - The initial goal is to be ready to submit the application to the Public Services Commission by the end of 2021 or early 2022. Based on the typical timing for rate cases, a possible decision from the Public Services Commission may come in September of 2022.
- Procuring renewable resources:
  - If the application process proceeds as anticipated, the agency may be ready to issue an RFP for resources by the end of 2022.
  - Renewable energy resources may be procured over several phases.

To reiterate, this is a potential timeline. There are many stages at which the process may take longer or shorter than anticipated.

SUMMARY OF NEXT STEPS

In the coming weeks, the interlocal governance agreement will be finalized and ready for consideration by the 23 Utah 100 Communities. From there, the Council will need to decide the following:

- Does the Council approve the County's participation, as laid out in the governance agreement? And, if the Council wants the County to have voting power, does it approve signing, allocating budget for, and making the Phase 1 payment by July 31 of this year?
- Should the County participate as an anchor community? If so, does Council want to make the Phases 1 and 2 anchor payments early, or on schedule?
- If the County participates, who should be named the primary and alternate Board members?

If interested, one or two Council members are welcome to join staff in any upcoming discussions among potential anchor communities.

RECOMMENDATION

Staff recommends that Council consider approving Summit County signing onto the interlocal governance agreement as an anchor community and be ready to consider committing additional budget beyond what has already been allocated to make anchor payments early.

ATTACHMENTS

Attachment A: Draft Interlocal Governance Agreement as of 2/17
Attachment B: Budget Guidance provided at 2/17 All Communities Meetings

Attachment A – Draft Interlocal Governance Agreement

INTERLOCAL COOPERATION AGREEMENT AMONG PUBLIC ENTITIES REGARDING THE COMMUNITY RENEWABLE ENERGY PROGRAM

This Interlocal Cooperation Agreement ("Agreement") is made among those public/governmental entities ("Listed Entities") listed on Schedule 1 who have executed this Agreement and delivered the executed Agreement to the Secretary designated in Schedule 3 ("Secretary"). Each of the Listed Entities that duly executes and delivers this Agreement and that continues to indicate its intent to become a "Participating Community" as defined by Utah Administrative Rule R746-314 ("Rules"), as adopted by the Utah Public Service Commission ("Commission"), is and will remain an "Eligible Community" (as defined by the Rules) and will become a "Participating Community" (as defined by the Rules) upon satisfaction of all of the requirements of Utah Code Ann. § 54-17-902(10).

This Agreement will become effective ("Effective Date") five calendar days after the date that at least five Listed Entities have (i) executed and delivered this Agreement to the Secretary and (ii) notified the Secretary that they agree to become Anchor Communities and will timely make Anchor Payments, as defined in and required by Section 7 (each, an "Anchor Community"). Any Listed Entity may become a Party (as defined below) to this Agreement by executing and delivering this Agreement to the Secretary at any time, whether before or after the Effective Date, on or before [January 31, 2022], or such other date as may be determined by the Community Renewable Energy Board ("Participation Deadline"), with no financial commitment prior to July 31, 2021. Each Listed Entity that desires to be a Party shall deliver an executed Agreement to the Secretary with the name and contact information for such Listed Entity primary and alternate

Board Members. Each Listed Entity that also agrees to become an Anchor Community shall notify the Secretary of the same and shall timely deliver its Anchor Payments to the Treasurer as specified in Section 7. In the event any Anchor Community later determines to withdraw as a Party or as an Anchor Community, Section 7.d. shall apply. For so long as a Listed Entity that executes and delivers this Agreement as specified herein remains an Eligible Community or a Participating Community, as applicable, and continues to make any payments required of it herein on and after July 31, 2021, it will individually be a "Party," and all collectively will be the "Parties," to this Agreement.

RECITALS

A. In 2019, the Utah State Legislature enacted H.B. 411 that was codified at Utah Code Ann. § 54-17-901 *et seq*. and is known as the "Community Renewal Energy Act" ("Act").

B. The Act authorizes a community renewable energy program ("Program") to be proposed in an application ("Application") to be filed by a qualified utility for approval by the Commission. The qualified utility relevant to this Program is Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon Corporation (referred to herein as "RMP"). Upon Commission approval of the Program, RMP will be authorized to provide electric service from one or more "renewable energy resources" as defined by the Act ("Renewable Resources") to end-use customers within the Participating Communities who participate in the Program ("Participating Customers"). Each Listed Entity has adopted a resolution that establishes a goal of a net 100% renewable energy supply for that community by 2030, and therefore is eligible to become a Participating Community as contemplated by the Act.

C. The Act contemplates (as supplemented by the Rules) that the Parties will adopt a governance agreement (which is this Agreement) and enter into an agreement with RMP ("Service

Agreement") which must provide, among other things, for (i) the payment by the Parties of the costs associated with third-party expertise contracted by the Utah Division of Public Utilities and the Utah Office of Consumer Services to assist with activities associated with the initial approval of the Program, (ii) payment by the Parties of the costs of providing certain notices required by the Act, (iii) determination of the obligations for payment of any termination charges associated with the Program that are not paid by Participating Customers and not included in Commission-approved utility rates for the Program to be paid by Participating Customers ("Program Rates"), (iv) identification of any proposed replacement assets, and (v) proposed plans addressing low-income programs and assistance.

D. On or about January 7, 2020, the Commission adopted the Rules to facilitate implementation of the Program as contemplated by the Act. The Rules require the adoption by the Parties of this governance Agreement to establish a decision-making process among the Parties to ensure that the Parties will be able to reach a single joint decision on any necessary Program issues.

E. Each of the Listed Entities that executes this Agreement, as an Eligible Community and a potential Participating Community, desires to enter into this governance Agreement as contemplated by the Act and Rules.

F. The Listed Entities are all "public agencies" under the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* ("Interlocal Cooperation Act") and are authorized to enter into this Agreement for joint or cooperative action, and to form a Community Renewable Energy Agency ("Agency") as contemplated herein.

G. The Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT

NOW THEREFORE, pursuant to the Interlocal Cooperation Act, the Act and the Rules, and in consideration of the mutual covenants and promises of the Parties set forth herein, the Parties agree as follows to foster the legitimate interests of the Parties actively working together to implement the Program pursuant to the Act and Rules for the mutual benefit of the Parties. The Parties recognize that the ability to provide renewable energy options to their residents transcends political jurisdictional boundaries within Utah and intergovernmental coordination is essential to facilitate the efficient use of both public and private resources. The Parties therefore agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the Agency and a decision-making process for Program design, cost share allocation, resource solicitation, resource acquisition, other Program issues and, as contemplated by the Act and Rules, to provide a means of ensuring that the Parties will be able to reach a single joint decision on necessary Program issues, and to implement the Program in their respective communities.

2. **Governance and Administration of Agency.** There is hereby created a governing board of the Agency called the Community Renewable Energy Board ("Board"). All action taken pursuant to this Agreement shall be governed and determined by the Board, which is comprised of representatives of the Parties.

a. Board.

i. Each Party may appoint one position on the Board from among its elected officials.

ii. Board members ("Board Members") will serve indefinitely at the pleasure of the appointing Party. Any appointment or removal of a Board Member will be

evidenced by a letter from the Party's chief executive officer or resolution of such Party's governing body notifying the Secretary of such action.

iii. A Party may designate an "alternate" Board Member from among its elected officials, appointed officials, or employees, to attend any Board meetings and to fully participate, including voting, in Board meetings on behalf of the Party if that Party's designated regular Board Member is not in attendance. The alternate Board Member serves indefinitely at the pleasure of the appointing Party and any appointment or removal of an alternative Board Member will be evidenced in the same way as the appointment of a regular Board Member for that Party. As used herein the term "Board Member" shall include a Party's alternate Board Member acting in the place of a Board Member as appropriate.

iv. The Board may not hold an electronic meeting until the Board has adopted a resolution or rule ("Policy") governing the use of electronic meetings as required by the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-101 *et seq*. (including any successor statutes, "OPMA"). If the Board has adopted such a Policy, then the Board Members may participate remotely/electronically as provided in the Policy, and in accordance with the OPMA.

v. Unless otherwise specified herein, Board meetings, and all actions taken thereby, will require that a quorum of Board Members be present (either physically or, if permitted by the Policy, electronically) and shall operate in compliance with the OPMA. A simple majority of all Board Members shall constitute a quorum of Board Members.

vi. Other than as specified in Section 2.a.vii, matters related to the operation of the Board, such as meeting times, meeting locations, the conduct of meetings, election of officers, a chair and vice-chair, etc., will be established and adopted by the Board as written bylaws, policies and/or procedures ("Bylaws") that include, but are not limited to, creation of

various committees, hiring outside consultants, lawyers and administrators, and issuance of requests for proposals.

vii. The Parties agree to the appointment of an initial President, Secretary and Treasurer of the Agency as specified in Schedule 3. Until such time as the Board establishes Bylaws that include procedures and duties, and elects or appoints substitute officers, the President shall call and conduct board and committee meetings, conduct Agency business, and retain and manage outside consultants, the Secretary shall receive and provide notices required or allowed hereunder and keep and prepare minutes and books of the Agency, and the Treasurer shall receive and hold payments in a separate ledger account for the benefit of the Agency and handle financial and accounting matters, including expenditures, of the Agency, in accordance with governmental accounting principles.

viii. The Board shall appoint a "participating communities' representative" (“Participating Communities’ Representative”) as defined in the Rules to present the decisions and opinions of the Agency and to take other actions as required by the Act or the Rules.

ix. The Board may, from time to time, appoint, establish, maintain, and replace any officers, the Participating Communities' Representative, executive committees, other committees, and outside administrative support as determined by the Board in accordance with the Bylaws. It is the intention of the Parties that the officers of the Agency will periodically be elected as set forth in the Bylaws, and that each Party will offer qualified employees to serve as potential officers of the Agency in order to equitably share administrative burdens and costs.

b. Voting.

i. Subject to Sections 2.b.ii, iii and iv, for all decisions and actions of the Agency as to all matters related to this Agreement, the Program, Commission and other proceedings relating to the Program, and otherwise, each Party as acted/voted upon by its Board Member will be entitled to one vote, and matters before the Board will be passed and approved by a vote of at least a majority of the Board Members who are present at a duly noticed meeting at which a quorum is present and who are present and voting with respect to a given matter.

ii. Subject to Sections 2.b.iii and iv, any two Board Members who are present at a Board Meeting may call for a weighted vote of the Board ("Weighted Voting") on any action or matter appearing on the current agenda for action by the Board, in which event the Board's action on the matter will be determined by votes weighted by the Participation Percentage (as defined in Section 6) of each voting Board Member.

iii. Notwithstanding anything to the contrary in this Agreement, after the date on which the Commission has entered an order pursuant to Utah Code Ann. § 54-17-904 (3) approving the design and implementation of the Program ("Program Implementation"), neither the Agency nor any Party will make, propose or support any comment, give testimony or state a position with respect to any material change in connection with any Commission proceeding relating to the design or implementation of the Program unless and until such change has first been determined by the Board to be reasonable and material, and has been approved by Board Members, whether or not attending any given Board meeting, representing (A) at least two-thirds (2/3) of all Eligible Communities or Participating Communities, as then applicable, and (B) at least a majority of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable.

iv. Before any new Renewable Resource for the Program is acquired or approved by the Commission, the Board will, in consultation with experts as deemed appropriate, calculate reasonably projected long-term incremental per-kilowatt-hour rate impacts on Participating Customers of the new Renewable Resource, in conjunction with all other previously-approved Program Renewable Resources (the "Incremental Rate Impact"). The Incremental Rate Impact will be calculated by comparing the reasonably projected RMP revenue requirement that would otherwise apply to Participating Customers under standard RMP tariff rates to the reasonably projected RMP revenue requirement that will apply to Participating Customers if the new Renewable Resource is acquired. Notwithstanding anything to the contrary in this Agreement, neither the Agency nor any Party will make, propose or support any comment, give testimony or state a position in support of any such acquisition or approval of a Renewable Resource for the Program unless and until the same has been approved by Board Members, whether or not attending any given Board meeting, representing (A) in the case of an Incremental Rate Impact of [10%] or more, at least two-thirds (2/3) of all Eligible Communities or Participating Communities, as then applicable, and at least two-thirds (2/3) of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable; or (B) in the case of an Incremental Rate Impact of less than [10%], at least a majority of all Eligible Communities or Participating Communities, as then applicable, and at least a majority of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable.

3. **Immunity Act.** The decisions made pursuant to this Agreement are governmental functions and the Parties are all governmental entities under the "Governmental Immunity Act of Utah" (Utah Code Ann. § 63G-7-101, *et seq.*, or successor provision, the "Immunity Act"). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor

does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

4. **Withdrawal.**

a. Before July 31, 2021. Any time prior to July 31, 2021, a Party that has previously executed and delivered this Agreement may elect not to continue as an Eligible Community and may withdraw as a Party to this Agreement by providing a notice as specified in Section 11 ("Notice") to the Secretary of its intent to withdraw. The Secretary will provide Notice to all Parties of each Party that provided such a Notice of withdrawal or that did not timely make its Initial Payment as required by Section 7.b.i, and any such Party will be deemed to have withdrawn as a Party to this Agreement as of July 31, 2021, unless the Initial Payment is paid within fifteen days of such Notice from the Secretary. An Eligible Community that withdraws or is deemed to have withdrawn as of July 31, 2021, will have no financial commitment to the Agency or the other Parties as a result of its participation in the Agency or its withdrawal as a Party hereto, other than as provided in Section 3.

b. Before Passage of Ordinance. From July 31, 2021 to the deadline for a Party to adopt an ordinance as required by Utah Code Ann. § 54-17-903(2)(c) following Program Implementation a Party may elect not to become a Participating Community and may withdraw as a Party to this Agreement by providing at least thirty days' advance Notice to the Secretary of its intent to withdraw.

c. Effect of Withdrawal. Upon delivery of any Notice of withdrawal or upon any deemed withdrawal of a Party, the withdrawing Party's Board Member must relinquish his or

her position as Board Chair/Vice-Chair and as an officer, as applicable, and will also be automatically recused from all further discussions and votes on any matters affecting such withdrawal or the Program. Due to commitments made pursuant to this Agreement and the significant impact a withdrawal after July 31, 2021 may have on the other Parties, except as specifically provided herein, all Parties acknowledge and agree that any amount previously paid or committed to by any Party will not be refunded in whole or in part for any reason, including any withdrawal of a Party after July 31, 2021.

d. After Passage of Ordinance. Neither the Act nor the Rules contemplates that Participating Communities who have adopted an ordinance as required by Utah Code Ann. § 54-17-903(2)(c) following Program Implementation can thereafter terminate participation in the Program or withdraw as a Party to this Agreement.

5. **Admission of New Parties**. Unless the Act is amended, no one other than the Listed Entities who become Parties as specified in this Agreement may or will become Parties to this Agreement. If the Act hereafter allows the admission of additional Parties, the Board may adopt policies and procedures for such admission, including, without limitation, execution and delivery of a counterpart of this Agreement by the new Party following approval by its governing body.

6. **Participation Percentages.** The weight of the vote ("Participation Percentage") of each Party's Board Member for all matters specified in Sections 2.b.ii, iii and iv will be determined pursuant to the provision of this paragraph. The Participation Percentages of all Listed Entities, assuming every Listed Entity is becoming and remains a Party, is based on the relative estimated population and annual electrical loads within each Listed Entity and is specified in Column C of Schedule 1 ("Original Weight").

a. From the Effective Date to July 31, 2021, the Participation Percentages of all Parties will equal each Party's Original Weight as a percentage of the Original Weight of all Listed Entities who have previously become Parties by executing this Agreement and delivering it to the Secretary as specified herein.

b. From August 1, 2021, to the end of Phase 1, each Party's Participation Percentage will be based on its Phase 1 Payment obligation, including its Phase 1 Initial Payment obligation and any Phase 1 Anchor Payment obligation (as defined below), as a percentage of the total approved Phase 1 expenditures specified in Section 7.b. Such Participation Percentages will be updated and calculated prior to any Board meeting or vote if any Listed Entity has become a new Party and/or an Anchor Community since the last time the same were updated.

c. From the end of Phase 1 through the end of Phase 2 each Party's Participation Percentage will be as based on its aggregate Phase 1 and Phase 2 Payment obligations, including its Phase 1 Initial Payment obligation, any Phase 1 Anchor Payment obligation, and any Phase 2 Initial or Anchor Payment obligations (as defined below), as a percentage of the total approved Phase 1and 2 expenditures as specified Sections 7.b. and 7.c.

d. Unless otherwise agreed by all Parties, after the end of Phase 2, each Party's Participation Percentage will be updated as of April 1 of each year, or such other date as determined by the Board, to reflect the relative estimated annual electrical loads of Participating Customers within such Participating Community as a percentage of the annual electrical loads of all Participating Customers within all Participating Communities, based upon the most recently available 12-month data or estimates from RMP as approved by the Board.

e. The Participation Percentage of all parties shall equal 100%.

7. **Phases/Expenditures/Payments.**

a. Subject to additions and changes approved by the Board, this Agreement specifies authorized activities of the Agency and associated costs and expenditures in connection with at least two phases of the development, implementation and operation of the Program (each, a "Phase"). A Listed Entity that desires to remain a Party to this Agreement must pay to the Treasurer its share of approved expenditures for each Phase on or before the due date(s) determined by the Board or if no date is determined by the Board then as specified herein (each, a "Payment").

b. The first Phase ("Phase 1") will begin on the Effective Date and end on the date the design of the Program with proposed Program Rates has been submitted by RMP to the Commission for approval pursuant to Utah Code Ann. § 54-17-904 ("Program Submittal Date"). Phase 1 has approved expenditures in an amount of $350,000. Each Listed Entity that intends to become or remain a Party after July 31, 2021, or other date as determined by the Board, shall make Phase 1 Payments as follows:

i. Each Party that desires to remain a Phase 1 Party after July 31, 2021, or other date as determined by the Board, shall make one or more Payments to the Treasurer on or before July 31, 2021, or other date as determined by the Board, in the amount of its Phase 1 Initial Payment as specified in Column D of Schedule 1. After the Effective Date, the Agency may commit to expenditures only after Parties have made full or partial Payments in amounts sufficient to cover such expenditures.

ii. Each Phase 1 Anchor Community shall also make one or more Phase 1 Anchor Payments to the Treasurer on or before October 31, 2021 for Anchor Communities that are municipalities and January 31, 2022 for Anchor Communities that are counties, or such other date in either case as may be determined by the Board, in an amount determined as specified below, up to the maximum Phase 1 Anchor Payment specified for such Anchor Community in

Column C of Schedule 2. The aggregate total of all actual Phase 1 Anchor Payments shall equal the approved Phase 1 expenditures specified in Section 7.b, reduced by the aggregate total dollar amount received by the Treasurer in Phase 1 Initial Payments and from any other sources intended for such purpose other than from the Parties prior to January 31, 2022 or other date as determined by the Board, ("Phase 1 Remaining Balance"). The actual Phase 1 Anchor Payment to be paid by each Phase 1 Anchor Community shall be based on its proportionate share of the aggregate of all maximum Phase 1 Anchor Payments as specified in the "Total" Row of Column C of Schedule 2, multiplied by the Phase 1 Remaining Balance. Any Anchor Payments made by any Anchor Community in excess of such maximum Phase 1 Anchor Payments shall be entered in Column E of Schedule 2 and shall be deemed to be a prepayment ("Phase 2 Anchor Prepayment") with respect to such Anchor Community's Phase 2 Anchor Payment. The resulting actual Phase 1 Anchor Payment to be paid by each Phase 1 Anchor Community shall be entered in Column D of Schedule 2 and shall be paid to the Treasurer by each Phase 1 Anchor Community by October 31, 2021, for Anchor Communities that are municipalities and January 31, 2022 for Anchor Communities that are counties or such other date in each case as may be determined by the Board.

iii. Except as provided in Section 7.c.ii or 7.e, no Phase 1 Initial Payment, Phase 2 Anchor Prepayment, or Phase 1 Anchor Payment will be refunded regardless of the actual Phase 1 or Phase 2 expenditures, and no additional Phase 1 Payments other than those specified herein will be required of any Party absent such Party's consent. The Board will determine how any unused and uncommitted Phase 1 amounts held by it will be spent in connection with the Program.

c. The second Phase ("Phase 2") will begin on the Program Submittal Date and end on the expiration of the "implementation period" as defined in the Rules. Phase 2 has

approved expenditures in an amount not to exceed $350,000 or such lesser amount as approved by the Board. Each Party that intends to remain a Phase 2 Party shall make Phase 2 Payments as follows:

i. Each Party that desires to remain a Phase 2 Party shall make one or more Payments to the Treasurer on or before July 31, 2022, or other date as determined by the Board, in the amount of its Phase 2 Initial Payment as specified in Column E of Schedule 1.

ii. Each Phase 2 Anchor Community shall also make one or more Phase 2 Anchor Payments to the Treasurer on or before October 31, 2022, for Anchor Communities that are municipalities and January 31, 2023 for Anchor Communities that are counties or such other date in each case as may be determined by the Board, in an amount determined as specified below, up to the maximum Phase 2 Anchor Payment specified for such Anchor Community in Column F of Schedule 2. The aggregate total of all actual Phase 2 Anchor Payments shall equal the aggregate of the approved Phase 1 and Phase 2 expenditures specified in Sections 7.b and 7.c, reduced by the aggregate total dollar amount of all Phase 1 and Phase 2 Initial Payments and any other amounts received from sources intended for such purpose other than Parties by July 31, 2022, or other date as determined by the Board, and further reduced by all Phase 1 Anchor Payments received by July 31, 2021, or other date as determined by the Board ("Phase 2 Remaining Balance"). The actual Phase 2 Anchor Payment to be paid by each Phase 2 Anchor Community shall be based on its proportionate share of the aggregate of all maximum Phase 2 Anchor Payments as specified in the "Total" Row of Column F of Schedule 2, multiplied by the Phase 2 Remaining Balance, as adjusted to credit each Phase 1 Anchor Community for its proportionate share of any Phase 1 Anchor Payments received by the Treasurer after July 31, 2021, or other date as determined by the Board. The resulting actual Phase 2 Anchor Payment to be paid

by each Phase 2 Anchor Community shall be entered in Column G of Schedule 2 and shall be paid to the Treasurer by each Phase 2 Anchor Community by October 31, 2022 or other date as determined by the Board. In the event an Anchor Community's Phase 2 Anchor Prepayment exceeds its actual Phase 2 Anchor Payment obligation, the Treasurer shall refund the excess prepayment.

iii. Except as provided in Section 7.e and 7.c.ii, no Phase 2 Initial Payment or Phase 2 Anchor Payment will be refunded regardless of the actual Phase 1 or Phase 2 expenditures, and no additional Phase 2 Payments other than those specified herein will be required of any Party absent such Party's consent. The Board will determine how any unused and uncommitted Phase 1 or Phase 2 amounts held by it will be spent in connection with the Program.

d. If at any time an Anchor Community provides Notice to the Secretary that it elects to withdraw as a Party to this Agreement or as an Anchor Community, or if an Anchor Community fails to make any Phase 1 or Phase 2 Initial Payment or Anchor Payment as required hereunder, or if an Anchor Community is otherwise deemed to have withdrawn from this Agreement, the Secretary shall provide Notice to all Parties of the same and this Agreement shall terminate unless all remaining Anchor Communities, including any other Parties that then agree to become Anchor Communities, reach agreement within 90 calendar days of such Notice as to expenditures and future Anchor Community Payments.

e. If this Agreement is terminated, any unused and uncommitted Payments or Phase 2 Anchor Prepayment held by the Agency or the Treasurer shall be refunded to the Parties making the Phase 2 Anchor Prepayment or otherwise based on their relative total Payments previously paid.

f. Any other or additional Phases approved by the Board in addition to Phase 1 and Phase 2 will include such activities, expenditures and Payment requirements as may be determined by the Board.

g. Notwithstanding anything to the contrary in this Agreement, each Eligible Community shall be solely responsible for paying separately all costs and expenses of providing notice within such Eligible Community as required by Sections 54-17-905(1) and (6)(a) of the Act.

8. **Commitments Subject to Appropriation; Failure to Pay.** All of the financial commitments made herein by the Parties, as governmental entities, are subject to the appropriation of funds approved by a Party's governing body and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution. In the event the governing body of a Party fails to make appropriations necessary to satisfy the Party's financial obligations hereunder, such failure to make an appropriation shall not be considered a breach of the Agreement and such Party shall endeavor to provide timely Notice of the same to the Secretary and to all Parties of its withdrawal from this Agreement. In the event a Party otherwise fails to timely make any Payment required by this Agreement, the Board will notify such Party of such non-payment and will provide 30 calendar days for such Party to make the required Payment. If such Party fails to make any such required Payment, the Agency may pursue all remedies available at law or equity (including the judicial remedy of injunctive relief if applicable), and the Board may determine that such Eligible Community will be deemed to have withdrawn from this Agreement unless and until such Payment has been received.

9. **Term.** If not sooner terminated, the term of this Agreement shall be for 50 years from the Effective Date of this Agreement.

10. **Amendment.** This Agreement may not be amended except by written instrument signed by all the Parties.

11. **Notices**. All notices, requests, demands, and other communications hereunder (each, a "Notice") to the Agency will be in writing and given by delivering a copy, by certified U.S. Mail, return receipt requested, to the Secretary specified in Schedule 3, as the same may be updated from time to time. Notice may also be sent to the Secretary via email as specified in Schedule 3, so long as the Notice is followed up by written notice via U.S. Mail unless the Secretary has provided written confirmation of receipt of such Notice. Notice information for each Party shall be included on such Party's signature page to this Agreement, and may be updated from time to time by providing written Notice of the same to the Secretary. Notices received by the Secretary will promptly be sent electronically by the Secretary to all officers and Board Members of the Agency using such email address(es) as to which the Secretary has received Notice.

12. **Interlocal Cooperation Act Requirements.** The Parties enter into this Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

a. *Approval Resolution*. This Agreement shall be conditioned upon the approval, execution and delivery to the Secretary of this Agreement by the Parties pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, including the adoption of resolutions of approval if such resolutions of the legislative bodies of the Parties are required by the Interlocal Cooperation Act.

b. *Attorney Approval as to Form*. In accordance with the provisions of Utah Code Ann. §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to

represent each Party for review as to proper form and compliance with applicable law before this Agreement becomes effective as to such Party or is delivered to the Secretary.

c. *Repository*. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code Ann. §11-13-209.

d. *Joint Board*. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by the Board.

e. *Real and Personal Property*. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

f. *Financing Joint Cooperative Undertaking; Budget*. The functions to be performed by the joint or cooperative undertaking are those described in this Agreement. There will be no financing of this joint or cooperative undertaking and no formal budget shall be established or maintained. Each Party's share of approved Agency expenditures shall be established and paid in accordance with this Agreement.

13. **Entire Agreement & Schedules**. This Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this Agreement, and this Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto. All schedules annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such schedules and writings.

14. **Governing Law & Venue.** The provisions of this Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Parties arising out of or related to this Agreement will, to the extent possible, be resolved by informal mediation. If informal mediation is unsuccessful then the disputing Parties shall attempt to mediate the dispute before an acceptable mediator. If the dispute is not successfully mediated or an acceptable mediator is not selected within ten business days of a request for mediation then the dispute will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

15. **Waiver.** No failure by any Party to insist upon strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this Agreement. Any Party may, by Notice delivered in the manner provided in this Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Parties. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

16. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

17. **Ethics.** The Board members shall, as applicable, comply with the requirements of the "Municipal Officers and Employees Disclosure Act" (Part 13 of Chapter 3 of Title 10 of the Utah Code), the "County Officers and Employees Disclosure Act" (Chapter 16a of Title 17 of the Utah Code), the "Public Officers and Employees Ethics Act" (Chapter 16 of Title 67 of the Utah Code) and other applicable statutory provisions related to ethics and honesty in public government service.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by e-mail transmission or electronic signature shall be effective as delivery of a manually signed counterpart of this Agreement.

19. **Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

20. **Authorization.** The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.

IN WITNESS WHEREOF, each of the Parties, by resolution duly adopted, has caused this Agreement to be signed and delivered.

[Signatures begin after Schedules]

SCHEDULE 1

[Listed Entities/Original Weights/Initial Payments]

A	B	C	D	E
	Listed Entities:	**Original Weight:**	**Phase 1 Initial Payment [Due 7/31/21]**	**Phase 2 Initial Payment [Due 7/31/22]**
1	Grand County	0.603	2,109.37	2,109.37
2	Salt Lake County	3.306	11,570.26	11,570.26
3	Summit County	3.074	10,759.97	10,759.97
4	Town of Alta	0.063	218.93	218.93
5	Bluffdale City	3.168	11,088.57	11,088.57
6	Town of Castle Valley	0.030	106.74	106.74
7	Coalville City	0.161	562.99	562.99
8	Cottonwood Heights	3.126	10,942.10	10,942.10
9	Emigration Canyon Township	0.130	456.22	456.22
10	Francis City	0.120	421.54	421.54
11	City of Holladay	2.682	9,387.72	9,387.72
12	Kamas City	0.212	743.49	743.49
13	Kearns	2.745	9,606.01	9,606.01
14	Moab City	0.639	2,237.95	2,237.95
15	Millcreek	5.263	18,421,40	18,421,40
16	Oakley City	0.149	520	520
17	Ogden City	10.211	35,737.26	35,737.26
18	City of Orem	8.863	31,019.52	31,019.52
19	Park City	1.926	6,742.38	6,742.38
20	Salt Lake City	28.872	101,050.33	101,050.33
21	Springdale City	0.138	481.26	481.26
22	West Jordan City	10.833	37,916.77	37,916.77
23	West Valley City	13.685	47,899.22	47,899.22
	SUM	**100.0**	**350,000.00**	**350,000.00**

SCHEDULE 2

[Anchor Communities/Anchor Payments]

A	B	C	D	E	F	G
	Anchor Communities	**Maximum Phase 1 Anchor Payment**	**Actual Phase 1 Anchor Payment**	**Phase 2 Anchor Prepayment**	**Maximum Phase 2 Anchor Payment**	**Actual Phase 2 Anchor Payment**
1						
2						
3						
4						
5						
6						
7						
8						
	TOTALS:					

SCHEDULE 3

[Initial Officers/Contact Information/Payment Information]

Initial President:

_____
_____
_____
_____
Phone: _____
Fax: _____
Email: _____

Initial Secretary:

_____
_____
_____
_____
Phone: _____
Fax: _____
Email: _____

Initial Treasurer

_____
_____
_____
_____
_____
Phone: _____
Fax: _____
Email: _____

Payment Information:

_____
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GRAND COUNTY

GRAND COUNTY

By _____
Print:_____
Its:_____

Approved as to legal form:

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Attest:

_____

Dated:_____

Contact Information:

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Phone: _____
Fax: _____
Email: _____

SALT LAKE COUNTY

SALT LAKE COUNTY

By _____
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Its:_____

Approved as to legal form:

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Attest:

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Dated:_____

Contact Information:

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SUMMIT COUNTY

SUMMIT COUNTY

By _____
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Its:_____

Approved as to legal form:

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Attest:

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Dated:_____

Contact Information:

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TOWN OF ALTA

TOWN OF ALTA

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Approved as to legal form:

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Dated:_____

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BLUFFDALE CITY

BLUFFDALE CITY

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Approved as to legal form:

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DATED:_____

Contact Information:

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TOWN OF CASTLE VALLEY

TOWN OF CASTLE VALLEY

By _____
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Approved as to legal form:

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DATED:_____

Contact Information:

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COALVILLE CITY

COALVILLE CITY

By _____
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Its:_____

Approved as to legal form:

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Attest:

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DATED:_____

Contact Information:

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COTTONWOOD HEIGHTS

COTTONWOOD HEIGHTS

By _____
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Its:_____

Approved as to legal form:

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Attest:

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DATED:_____

Contact Information:

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EMIGRATION CANYON TOWNSHIP

EMIGRATION CANYON TOWNSHIP

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Approved as to legal form:

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Attest:

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DATED:_____

Contact Information:

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Email: _____

FRANCIS CITY

FRANCIS CITY

By _____
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Approved as to legal form:

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Attest:

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DATED:_____

Contact Information:

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CITY OF HOLLADAY

CITY OF HOLLADAY

By _____
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Its:_____

Approved as to legal form:

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Attest:

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DATED:_____

Contact Information:

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KAMAS CITY

KAMAS CITY

By _____
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Its:_____

Approved as to legal form:

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Attest:

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DATED:_____

Contact Information:

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KEARNS METRO TOWNSHIP

KEARNS METRO TOWNSHIP

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Its:_____

Approved as to legal form:

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Attest:

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MOAB CITY

MOAB CITY

By _____
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Approved as to legal form:

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MILLCREEK

MILLCREEK

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Approved as to legal form:

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OAKLEY CITY

OAKLEY CITY

By _____
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Approved as to legal form:

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Contact Information:

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ODGEN CITY

ODGEN CITY

By _____
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Approved as to legal form:

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Contact Information:

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OREM CITY

OREM CITY

By _____
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Its:_____

Approved as to legal form:

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Contact Information:

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PARK CITY

PARK CITY

By _____
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Its:_____

Approved as to legal form:

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Attest:

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Contact Information:

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SALT LAKE CITY

SALT LAKE CITY

By _____
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Its:_____

Approved as to legal form:

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DATED:_____

Contact Information:

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Fax: _____
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SPRINGDALE CITY

SPRINGDALE CITY

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Its:_____

Approved as to legal form:

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Attest:

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DATED:_____

Contact Information:

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WEST JORDAN CITY

WEST JORDAN CITY

By _____
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Its:_____

Approved as to legal form:

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Attest:

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DATED:_____

Contact Information:

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WEST VALLEY CITY

WEST VALLEY CITY

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Its:_____

Approved as to legal form:

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Attest:

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DATED:_____

Contact Information:

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Attachment B: Budget Guidance provided at 2/17 All Communities Meeting

		Implementation - Shared Costs			Noticing Costs Paid by Each Community After Ordinance	
List of Eligible Communities	**Cost Allocation % (Population and Electric Load)**	**Total Non-Noticing Costs ($700,000)**	**Budget Guidance for Phase 1 Costs Cities:FY22 Counties:FY21-22**	**Budget Guidance for Phase 2 Costs Cities:FY23 Counties:FY22-23**	**Total Est. Noticing Costs (Two Mailers * # Customers)**	**Budget Guidance for Noticing Cities:FY24-25 Counties:FY23-24**
Alta	0.063%	**437.87**	218.93	218.93	206.27	206.27
Bluffdale	3.168%	**22,177.13**	11,088.57	11,088.57	4,236.10	4,236.10
Castle Valley	0.030%	**213.49**	106.74	106.74	207.07	207.07
Coalville	0.161%	**1,125.98**	562.99	562.99	-	-
Cottonwood Heights	3.126%	**21,884.21**	10,942.10	10,942.10	11,497.77	11,497.77
Emigration Canyon Township	0.130%	**912.45**	456.22	456.22	480.24	480.24
Francis	0.120%	**843.08**	421.54	421.54	489.00	489.00
Grand County Unincorporated	0.603%	**4,218.74**	2,109.37	2,109.37	2,435.42	2,435.42
Holladay	2.682%	**18,775.45**	9,387.72	9,387.72	10,147.86	10,147.86
Kamas	0.212%	**1,486.98**	743.49	743.49	758.18	758.18
Kearns	2.745%	**19,212.02**	9,606.01	9,606.01	8,376.64	8,376.64
Millcreek	5.263%	**36,842.80**	18,421.40	18,421.40	19,721.50	19,721.50
Moab	0.639%	**4,475.90**	2,237.95	2,237.95	2,780.27	2,780.27
Oakley	0.149%	**1,040.00**	520.00	520.00	574.21	574.21
Ogden	10.211%	**71,474.53**	35,737.26	35,737.26	29,136.66	29,136.66
Orem	8.863%	**62,039.05**	31,019.52	31,019.52	27,402.88	27,402.88
Park City	1.926%	**13,484.75**	6,742.38	6,742.38	8,338.41	8,338.41
Salt Lake City	28.872%	**202,100.63**	101,050.32	101,050.32	78,221.00	78,221.00
Salt Lake County Unincorporated	3.306%	**23,140.51**	11,570.26	11,570.26	9,805.40	9,805.40
Springdale	0.138%	**962.53**	481.26	481.26	491.38	491.38
Summit County Unincorporated	3.074%	**21,519.95**	10,759.97	10,759.97	10,591.46	10,591.46
West Jordan	10.833%	**75,833.53**	37,916.77	37,916.77	30,484.19	30,484.19
West Valley City	13.685%	**95,798.44**	47,899.22	47,899.22	35,945.17	35,945.17
	100.000%	**$ 700,000.00**	**$ 350,000.00**	**$ 350,000.00**	**$ 292,327.07**	**$ 292,327.07**

Summit County Council Update

Discussion of interlocal governance agreement & possible anchor commitment

March 3, 2021

UTAH100 COMMUNITIES

Objectives for today's presentation

1. Provide overview of information presented at 2/17 all communities meetings
2. Introduce and review the draft interlocal governance agreement
3. Introduce and review the anchor community concept
4. Prepare the Council to decide on Summit County signing the governance agreement and participating as an anchor community

These slides borrow heavily from those used at the 2/17 All Communities meetings.

Access the slides for the government official meeting here.

Many thanks to the Salt Lake City sustainability department for slide content and design!

Renewable Energy Commitments

- Summit County has 100% renewable electrical energy commitments for both government operations and community-wide
- The Community Renewable Energy Program is being developed in partnership with 22 other Utah communities with '100% by 2030' community-wide commitments
- The Community Renewable Energy Program (H.B. 411) aims to create an **affordable** and **large-scale** renewable energy program, sized to meet widespread public demand, and in time to protect the climate
- H.B. 411 was conceived as a result of a 2017 study by Energy Strategies (commissioned by Summit County, Park City, and Salt Lake City) to investigate strategies to get to 100% renewable energy

Eligible Utah 100 Communities

23 communities that passed 100% by 2030 resolutions by Dec. 31, 2019

Those that sign the governance agreement & make their payments will become official participants. Each participating community will name one board member and an alternate to represent their community.

- Commit by July 31, 2021 = able to vote
- Final date to commit = Jan. 31, 2022

The main board member must be an elected official, the alternate can be staff.

This will form the "agency"

The agency, in partnership with RMP, consultants and regulatory experts, will develop and submit a program application to the Public Services Commission, including draft RFP language for eventually procuring renewable energy. PSC approval will mean the Community Renewable Energy Program can launch and the agency can procure resources.

Estimated start-up costs: $700,000

Cannot be shifted to non-participating customers

$700,000

Estimated start-up “non-noticing” costs to pay for development of the program application, consultants, and fees to the Public Services Commission

How will these costs be shared?
Split among the participating communities in two payments, over two years. Each community’s share is based on their “participation percentage” – a combination of population and electricity load.

If all communities participate, total non-noticing costs estimate for Summit County: $21,519.95

This is the minimum amount we can anticipate being responsible for

How do we ensure the costs will be covered and account for communities that decide not to participate?
“Anchor communities” commit to paying more to raise the $700k and will be credited back as more communities join. A “backstop” mechanism.

Based on conversations to date, if interested anchor communities commit, Summit County’s anchor commitment could be in the range of ~$40k - $70k. Anchor commitments will depend on which communities end up committing – the more, the better.

Voting

Pre-Implementation Voting

Effective Date – July 31, 2021	August 1, 2021 - Submittal	Submittal – Order	Order – End of Implementation Period
Simple Community Majority Vote	Simple Community Majority Vote	Simple Community Majority Vote	Simple Community Majority Vote
Option for Weighted Vote	Option for Weighted Vote	Option for Weighted Vote	Option for Weighted Vote
Participation Percentage = Average of Population & Electric Load	Participation Percentage = Phase 1 Payment Obligation	Participation Percentage = Phase 2 Payment Obligation	Participation Percentage = Phase 2 Payment Obligation

Post-Implementation Voting

After Implementation Period
Program Design Vote - Supermajority of Communities - Majority of Electric Load
Renewable Resource Vote (<10%) - Majority of Communities - Majority of Electric Load
Renewable Resource Vote (≥10%) - Supermajority of Communities - Supermajority of Electric Load

Payment Timeline

2021-2022

- **March 2021**: Distribute final agreement with listed anchor communities; takes effect when 5 sign the agreement
- **By July 31, 2021**: For communities who want to be able to vote, sign on and Phase 1 initial payments due
- **By Oct 31, 2021 for Anchor Communities that are municipalities:** Phase 1 anchor payments due
- **By Jan 31, 2022 for Anchor Communities that are counties:** Phase 1 anchor payments due

2022-2023

- **By Jan 31, 2022**: For those who want to wait and see, this is the last chance to sign on and make the Phase 1 payment
- **By July 31, 2022**: Phase 2 initial payments due
- **By Oct 31, 2022 for Anchor Communities that are municipalities**: Phase 2 anchor payments due, adjusted for Phase 1 actual payments
- **By Jan 31, 2023 for Anchor Communities that are counties**: Phase 2 anchor payments due, adjusted for Phase 1 actual payments

Potential Program Next Steps

2021

March

- Governance agreement finalized and ready to be signed. Effective once five communities sign

May/June

- Begin engaging RMP to develop Utility Agreement?

Through the end of 2022

- Develop program application and draft RFP language

2022

January

- Participating communities sign Utility Agreement?
- Submit joint program application to the PSC?

September

- PSC approves program application?

December

- Issue Request for Proposals (RFP) for new renewable energy resource?

For Council Consideration

Once governance agreement is ready:

- Does the Council approve the County's participation, as laid out in the governance agreement? And, if the Council wants the County to have voting power, does it approve signing, allocating budget for, and making the Phase 1 payment by July 31 of this year?
- Should the County participate as an anchor community? If so, does Council want to make the Phases 1 and 2 anchor payments early, or on schedule?
- If the County participates, who should be named the primary and alternate Board members?

Recommendation*: participate as an anchor community and make payments as early as possible as budget allows.*

BASIN RECREATION

To: Summit County Council

From: Dana Jones, District Director
Megan Suhadolc, District Administrator
Melissa O'Brien, Planning & Legal Affairs Manager

Date: February 25, 2021

Re: 2021 Proposed Policy Changes

*****

Background
In 2016, the Snyderville Basin Special Recreation District ("Basin Recreation" or the "District") filed its (1) Policies and Procedures, (2) Personnel Policies, and (3) Operational Policies with the Summit County Council for approval. Instruction was given to evaluate the policies annually and bring any recommended changes first to the Administrative Control Board ("Board") for recommendation and then to the County. Up-to-date Policies and Procedures and Operational Policies are publicly available on the District's website. Up-to-date Personnel Policies are available on the District's internal employment website.

Discussion
This memorandum is accompanied by redlined versions of each set of policies. Proposed changes were circulated to the County Attorney's Office, as well as the County's Personnel Department. The Board forwarded a positive recommendation to County Council on February 11, 2021.

<u>District Policies & Procedures</u>

1. *Chapter 2 (Administrative Control Board Rules & Regulations); Article III (Membership of the SBSRD Administrative Control Board); Section 8*: Modifications include the addition of Section 8.1.6 to provide that all Board payments be conducted through payroll for administrative ease.
2. *Chapter 2 (Administrative Control Board Rules & Regulations); Article IV. (Officers of the Administrative Control Board); Section 1 and Article VI (Meetings); Section 1*: Discussion of an annual January meeting was struck to be consistent with operations.
3. *Chapter 2 (Administrative Control Board Rules & Regulations); Article IV. (Officers of the Administrative Control Board); Sections 5 and 6*: These sections have been

modified to include the assistance of specific Staff members as many of the day-to-day functions are performed by Staff. The sections have been compared with Utah Code to ensure compliance.

4. *Chapter 4 (Open and Public Meetings); Section II (Compliance with State Law); A. (Application of the Open and Public Meetings Act) and Section IV (Conduct of Meetings); A. (Quorum)*: Mention of a quorum of 4 was struck as the policies allow for a Board of five to seven members.
5. *Chapter 7 (Governance Process)*; *GP-2 (Governing Style); 10*: The Board self-monitoring was changed to annually per Board suggestion.
6. *Chapter 11 (Budgetary/Fiscal Policies); VI (Reporting); (D) Impact Fee Report and associated schedule*: The deadline for filing annual impact fee reporting was modified from 30 days after fiscal year end to 180 days after fiscal year end to be consistent with both Utah law and guidance from the State Auditor's Office.
7. *Chapter 11 (Budgetary/Fiscal Policies); Section IV (Reporting); F. (Continuing Disclosure):* Anna Dee Hooper was removed as the GO Bond contact to leave the contact information general consistent with the other entries.
8. *Chapter 11 (Budgetary/Fiscal Policies); Section IX (Fund Balance Limitations); A.:* This section was updated consistent with changes made last year and State law.
9. *Chapter 12 (Purchasing Policy and Procedures):* The following changes were made following the passage of SB 90 in the 2020 General Session. Citations were updated, as necessary.
    a. *VIII. Competitive Procurement; A. Request for Information*
    b. *VIII. Competitive Procurement; C. Bidding Procedure; 7. Bid Correction; Withdrawal or Clarification*
10. *Chapter 12 (Purchasing Policy and Procedures)*: Language was added to ensure all applicable exceptions to competitive procurement allowed under the Utah Code were available to the District.

Note: Changes have been made to make citations consistent.

<u>District Personnel Policies</u>

1. *Section 1 (Personnel System Provisions); B. (Functions of the Manual):* Language was changed to provide that reference to a specific gender shall be construed to include any gender to open the definition up to gender identification other than male and/or female.
2. *Section 3 (Administration); B. (Personnel Committee); 2*. Language was added to clarify the Personnel Committee chair role when the committee is acting in various capacities.
3. *Section 3 (Administration); E. (Official Personnel Records)*: (1) The individual responsible for overseeing the record keeping for personnel information was changed from the Personnel Director to the District Administrator or designee to better align with operations. However, language was added to provide for access for the Personnel Director. (2) Language was added to provide that verification of prior employment and reference checks are maintained separately from other personnel records. (3) Individuals required to be notified as to personnel record changes were eliminated to just include the District Administrator. (4) The District Administrator was added to the list of recipients of any challenge to the content of one's personnel record. (5) The Requests for Information section was reordered to make more sense and incorporated a reference to the Operational Policies that address reference checks.

4. *Section 5 (Hiring for New and Vacant Positions); E. (Employment Eligibility Verification)*: The completion of the I-9 paperwork has been assigned to the District Administrator or designee and the qualifying documentation language has been added consistent with what is accepted.
5. *Section 5 (Hiring for New and Vacant Positions); F. (Hiring Procedures)*: The necessary notification of open positions was limited to full-time employees and enumerated year-round part-time employees. We currently conduct our internal posting of jobs through physical postings at the Fieldhouse and Trailside and email. We encourage dissemination of the information to all part time and seasonal employees. However, due to the different job locations, we do not have a posting location that we can definitively say is available to all employees.
6. *Section 5 (Hiring for New and Vacant Positions); H. (Orientation Period)*: Similar language as provided in New Hire Orientation was added to the section on Promoted or Transferred Employees Orientation to document the procedure.
7. *Section 6 (Employment Status); B. (Merit Exempt Positions)*: Language was struck to bring the policy into current operations.
8. *Section 7 (Personnel Actions); I. (Transfer):* Language was eliminated as redundant with other sections.
9. *Section 8 (Compensation); E. (New Hire Increases)*: Language was eliminated as unnecessary and inaccurate based on operations. All merit reviews take place in December.
10. *Section 8 (Compensation); G. (Separation Pay)*: The option of extending a separation date to a time when all vacation and all comp time was used has been eliminated, along with related language. As now written, upon separation, a final check that includes all vacation and comp time will be issued on the pay day for the pay period in which the actual last day of work occurred.
11. *Section 8 (Compensation); O. (Performance/Incentive Awards & Bonuses)*: Language was added to clarify who would approve the bonus and who would include it in the personnel file and payroll.
12. *Section 9 (Fringe Benefits); F. (Vacation)*: Language was added placing the responsibility of reviewing pay stubs on the employee to discover any vacation accrual discrepancies.
13. *Section 10 (Reimbursement for Expense); A. (Travel)*: Instead of processing per diem for travel before a business trip, modifications provide for the process to occur after the trip. Often a trip is cut short or there is inaccurate information about meals provided by the conference, etc. After the trip is complete, an accurate per diem determination can be made.
14. *Section 12 (Productive Work Environment); A. (General Conduct)*: Language was amended to provide that the District Director is responsible for determining what creates a professional business environment in the District.
15. *Section 12 (Productive Work Environment); F. (Discrimination Based on Protected Categories)*: Language adds District Administrator to list of people to whom complaints should be reported.
16. *Section 16 (Occupational Laws)*; *A. (Occupational Health & Safety)*: Language adds a designee to whom a report of an on-the-job injury may be reported.
17. *Section 16 (Occupational Laws)*; *B. (Workers Compensation)*: Incorporates by reference the operational policy concerning workers compensation.
18. *Section 18 (Communications)*; *I. (Working Remotely)*: Language was added to distinguish remote work unrelated to travel and require that the remote location be safe.

Language was also added to clarify workers compensation eligibility for those employees working from home.

19. *Definitions*: The definition of Position specifically excludes Board members. Such exclusion will help answer questions such as those that arise on unemployment and new hire registry.

Operational Policies

Insurance language changes have been made throughout after review by our insurance agent.

1. *Chapter 1 (General District Operational Policies); Timesheets*: The requirement that hours worked be entered on the Missed Punch Log within 24 hours was added. Use of the uAttend mobile application was also included.
2. *Chapter 1 (General District Operational Policies); Benefits Available During Active Employment with the District*: This section was moved from Chapter 3 to Chapter 1. Further changes were made to (1) provide details on the applicability of benefits for seasonal employees and add an availability requirement before seasonal and part-time employees receive a discount on youth programs, (2) clarify partnership program discounts, (3) modify swim lesson discounts, and (4) add private instruction program discounts. Further, the responsibility to ensure proper utilization of the benefits is on the employee's supervisor.
3. *Chapter 1 (General District Operational Policies); Workers Compensation*: The District Administrator's designee was added through the section as our HR Coordinator often helps with these claims.
4. *Chapter 1 (General District Operational Policies); Service Animal Policy:* Mention of the individual to contact was expanded and made more general to be consistent with other policies.
5. *Chapter 1 (General District Operational Policies); Parking Enforcement:* The Parking Enforcement section approved by the Board and Council this fall has been officially added. Mention of the first offense was changed from "citation" to "notice."
6. *Chapter 1 (General District Operational Policies)*; *Cancellation Policies*: Language concerning 12 month pass holds was made consistent with the pass holder agreement. Language on Special Circumstances was moved to the bottom as applicable to passes as well.
7. *Chapter 2 (Parks Policies)*; *Tennis and Pickleball Instruction*: To ensure the courts are available to all, a requirement of online reservations for court instruction was added.
8. *Chapter 2 (Parks Policies)*; *Hot Air Balloons:* Changes eliminate the deadline for applications as we will accept applications and insurance anytime.
9. *Chapter 3 (Fieldhouse Policies); Fitness Pass Policy*: Amendments were made to include the new Basin App. Pass hold limitations were clarified to provide for only one hold for each annual pass.
10. *Chapter 4 (Special Event Policies)*; *Special/Reserved Events on District Fields*: Changes eliminate the deadline to file applications as unnecessary.
11. *Chapter 4 (Special Event Policies)*; *Special Events at Trailside Bike Park & Skate Park*: Changes redefine "event" to 10 participants in a 24 hour period instead of 15. The reduction was based on traffic/congestion from this past year. This will give Staff more control over larger groups using these amenities. However, the insurance requirements are limited to organizations, for profit or otherwise, and individuals using the amenity for profit. We will also focus on ensuring public awareness of the event policy and its applicability. Deadlines for applications for use of the Bike Park and Skate Park were

struck to be consistent with other event policies. Individuals permitted to approve events were corrected to include the Parks Manager and District Director and the District Director was permitted to consider special circumstances that might warrant exceptions.

12. *Chapter 4 (Special Event Policies)*; *Special Events on District Trails*: Changes eliminate the deadline to file applications as unnecessary. Individuals permitted to approve events was amended to include the Trails & Open Space Manager.
13. *Chapter 4 (Special Event Policies)*; *Park Room Rental:* A modification was made to accommodate sequential rentals but ensure that District use takes priority.
14. *Chapter 4 (Special Event Policies*); *Pavilion Rental*: Language was added to provide for a timeframe under which a refund must be requested for administrative purposes.
15. *Chapter 4 (Special Event Policies); Fieldhouse Special Event Policies:* Discussion regarding stakeholders was moved to scheduling priorities.

PROPOSED MOTION: To approve the District Policies & Procedures, Personnel Policies, and Operational Policies as amended.

Effective January 10, 2018

POLICIES AND PROCEDURES

BASIN RECREATION

SNYDERVILLE BASIN

SPECIAL RECREATION DISTRICT

5715 TRAILSIDE DRIVE
PARK CITY, UT 84098
435-649-1564
435-649-1567 (Fax)
www.basinrecreation.org

8.1.2 Effective January, 2016, Board members may receive compensation of $150 per official meeting attended, to be paid for all District Board meetings and work sessions in which they participate in person or by teleconference and additional compensation of $100 for all other meetings and activities attended in the Board member's official capacity. The Board Chair may receive an additional $50 for each District Board meeting and work session attended.

8.1.3 Total compensation may not exceed $5,000 in any calendar year.

8.1.4 Per diem and compensation will be paid on a quarterly basis, generally ~~at~~ by the first Board meeting following the close of the quarter. Records shall be kept by the Administrative office for each Board Member. Members may decline to receive per diem and/or compensation for their services.

8.1.5 Travel expenses may be paid to board members in accordance with Rule R25-7.

~~8.1.5~~8.1.6 All Board payments will occur through payroll.

Section 9. General liability insurance through Olympus Insurance Agency is provided for all SBSRD Board members while acting for or on behalf of the District. Further, all Board members shall be provided Errors and Omissions insurance for the duration of their Board term. "Public officials' errors or omissions" means any actual or alleged error or misstatement or act or omission or neglect or breach of duty including misfeasance or nonfeasance by the Insureds in the discharge of their duties with the public entity, individually or collectively, or any matter claimed against them solely by reason of their being or having been Insureds. However, "public officials' errors and omissions" does not include "malfeasance."

ARTICLE IV - OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD

Section 1. The officers of the SBSRD Board shall be a Chairman, Vice-Chairman, Clerk, and Treasurer. All other SBSRD Board members are listed as members at large. All officers shall be elected by the SBSRD Board members at the January ~~annual~~ meeting and they shall hold office for one (1) year or at the pleasure of the SBSRD Board.

Section 2. During any regular monthly meeting, the SBSRD Board may elect another Board member to fill the remaining term of any officer who has vacated that seat.

Section 3. The Board Chairman shall preside at the Board meetings and shall be an ex-officio member of all committees except in any committee which is preparing nominations for Board officers.

Section 4. In the absence of the Board Chairman, the Vice-Chairman shall perform the Chair's duties and, in the case of a vacancy in the office of the Chairman, shall serve as Chairman until such time as the SBSRD Board shall select a new Chairman.

Section 5. The District Clerk will perform the following duties:

5.1 With the assistance of the District Administrative Coordinator, m~~M~~onitoring the minutes of the Board meetings and their adoption; and

~~5.2 Monitoring the execution of contracts entered into by the District;~~

~~5.3 Attesting to all legal documents; and~~

5.4 With the assistance of the Accountant, m~~M~~aintaining the financial records for each fund of the District and all related subsidiary records, including a list of the outstanding bonds, their purpose, amount, terms, date, and place payable (Utah §17B-1-632).

Section 6. With the assistance of the District Administrator, t~~T~~he Treasurer's responsibilities include, but are not limited to, the following:

6.1 Receiving and reviewing all public funds and monies payable to the District;
6.2 Signing of checks on behalf of the District;
6.3 Acting as custodian of all monies, bonds, or other securities of the District;
6.4 Investing public funds in accordance with the State Money Management Act;
6.5 Collecting all special taxes and assessments as provided by law and ordinance; and
6.6 Other duties as established by law (Utah §17B-1-633).

ARTICLE V – COMMITTEES

Section 1. The Board, at its discretion, may create and/or abolish its own committees or other organizational units. Committees shall serve to make recommendations to the Board unless otherwise specified by the Board.

Section 2. Committees may be designated as STANDING committees or AD-HOC committees. Standing committees will be those which are formed for at least one year. The Ad-hoc committees will be appointed as needed.

Section 3. Committee chairpersons must be Board members, recommended by the Board Chair, and approved by the Board. At the time of Committee formation, committee members must be approved by motion of the Board.

Section 4. Committee membership shall not include a quorum of the Board, nor shall a committee meet with a quorum in attendance unless appropriately noticed as a public meeting.

Section 5. The District Director shall be eligible to attend committee meetings unless otherwise informed by the Board Chair.

ARTICLE VI – MEETINGS

Section 1. The SBSRD Board shall meet in a regularly scheduled, publicly noticed, meeting at least once per month, unless otherwise determined by the Board. ~~The annual meeting of the Board shall take place in January of each year, except where it may be impractical to hold said meeting, and said meeting will be held as soon as it is feasible to do so.~~ Public notice of regularly scheduled Board meetings shall be sent to local news and radio outlets, and shall be posted to the District's website and Utah Public Notice Website. The meetings shall comply with the Utah Open and Public Meetings Act.

Section 2. A majority of the current Board members shall constitute a quorum, and a majority of the members in attendance at any meeting shall, in the presence of a quorum, decide its action.

Section 3. Any Board member may call a special or emergency meeting upon the request or approval of at least two additional Board members and notice of such meetings shall be given to the SBSRD Board members by telephone call, electronic mail, fax, or personal notice and at such time prior to the meeting as under the circumstances may be practical. Minimum recommended notice is 24 hours. A special meeting of the Board shall be held at such time as the notice thereof may specify. In case of special meetings, the Chairman of the Board may designate a place other than the regular meeting place, provided such place is within the boundaries of the District. All special or emergency meetings shall comply with the Utah Open Meetings Act.

Section 4. No more than three members of the Board shall meet to discuss business of the District, unless appropriately noticed as a public meeting.

Section 5. Meetings of the Board shall be conducted under general rules of order of Robert's Rules of Order.

ARTICLE VII - AMENDMENTS TO THE RULES AND REGULATIONS

Section 1. These Rules and Regulations shall be amended only by an affirmative vote of the Summit County Council, acting as the Governing Body, upon the receipt of a recommendation by the Board.

Section 2. Written notice setting forth the proposed amendment(s) shall be mailed or given to each Board member in the Board packet prior to the meeting during which a recommending vote is called on the amendment.

Section 3. The Board Rules and Regulations and any subsequent amendments shall become effective AFTER they are approved by the Summit County Council, unless dates are otherwise specified.

ARTICLE VIII - CONFLICT OF INTEREST

Section 1. All members of the Board are expected to vote in the public interest and should not vote to support any private financial interest of a Board member. Any member of the SBSRD Board who is present at a meeting where a matter in which he or she has, directly or indirectly, a private pecuniary or property

CHAPTER 4

OPEN AND PUBLIC MEETINGS

Section I. Background

A. **Policy:** This shall be known as the Snyderville Basin Special Recreation District Open and Public Meetings Policy.

B. **Purpose:** The policy establishes guidelines for meetings of the Board, including how meetings are to be convened, how they are to be conducted and how minutes are to be prepared and approved.

Section II. Compliance with State Law

A. **Application of the Open and Public Meetings Act:** All meetings of the SBSRD Board must be open to the public unless specifically exempted by law. In order to be considered a meeting, a majority of the members of the Board ~~(quorum of 4)~~ must be present for the purpose of making a decision or deliberating toward a decision on any matter. If the meeting is less than a quorum, then it need not be open to the public and is not covered under the Open Meetings Act. In adopting this Policy, the District recognizes the application of the Open and Public Meetings Act, Utah §§52-4-101 et.seq. (the "Act"). Any inconsistency or conflict between this Policy and applicable provisions of the Act shall be governed by the Act, as amended from time to time. It is the policy of the District to provide Board member training on Utah's Open and Public Meetings Act on an annual basis.

B. **Definitions:** The definitions stated in Utah §52-4-103 are incorporated here by reference.

Section III. Meeting Notice and Agenda

A. **Required Annual Notice:** The Board will establish an annual meeting schedule, including the date, time, and location of each regular Board meeting throughout the year, and give public notice of the annual meeting schedule prior to the start of the following calendar year. Notwithstanding the foregoing, any meeting may be rescheduled at the request and on the affirmative vote of a majority of the Board, with notice of the rescheduled meeting to be provided as stated in paragraph D. A copy of the annual meeting schedule shall be posted at the District office, on the District website and published in the legal notices of the Park Record.

B. **Special and Emergency Meetings:** The Board shall hold such special and emergency meetings as desired by the Board, provided that notice of all such meetings is given as provided in paragraph D. A special or emergency meeting of the Board may be convened at the request of any Board member upon the approval of at least two additional Board members

C. **Agenda:** An agenda shall be prepared for every meeting of the Board. Regular Board meeting agendas may include a "public comment" agenda item. A similar agenda item may, but need not, be included in the agenda of any special or emergency Board meeting. Any interested party may ask any Board member or the person responsible for the agenda to include a particular subject on an agenda which subject may, in the discretion of the Board Chair, be so included. Each agenda shall include subjects as requested by any Board member. While the agenda need not be detailed, it must nevertheless treat each subject with reasonable specificity, so as to place interested persons on notice of principal subjects anticipated to be considered at the meeting. At the discretion of the Board Chair, subjects not appearing on the agenda may be discussed but, absent an emergency, no action shall be taken.

D. **Notice:** Meetings of the Board shall be noticed in accordance with law. The District shall give not less than twenty-four (24) hours advance public notice of the agenda, including the date, time and location of each regular and special meeting of the Board. Board members, key staff, individuals noticed on the agenda, and other interested individuals will receive an agenda by electronic mail, fax, postal service or personal

delivery. The District Director is accountable for the public notice of regularly scheduled Board meetings, special meetings, Board retreats and the annual notice of meetings for publication in a newspaper having general circulation in the Snyderville Basin (the Park Record). Whenever possible, public notice will be dated for release in the newspaper issue preceding the meeting date. Notice will also be provided to local radio, KPCW, and posted to the District's website and Utah Public Notice Website ("UPNW"). The District will comply with requirements of the ~~Utah Public Notice Website~~UPNW. The District Director shall appoint positions of District "owner" and "poster," who may be one and the same. The owner will be responsible for controlling all of the District's information on the UPNW. The poster will post public meeting notices and public bond hearing notices on behalf of the District.

E. **Amendments to Agenda:** The agenda of a meeting of the SBSRD Board may be amended to include additional subjects at the request of any Board Member, as authorized by the Board Chair, even though notice of the meeting has already been given as provided in paragraph D, provided that the amended notice is posted at the District's principal office and provided to a local media correspondent as set forth above.

Section IV. Conduct of Meetings

A. **Quorum:** No action may be taken and no business may be conducted at a meeting of the Board unless a quorum, consisting of a simple majority of the membership of the Board ~~(4)~~ is present. A Board Member who is not present may nevertheless participate in the meeting through electronic means and be counted toward the required quorum in accordance with Utah §52-4-7.8. Any Board Member participating via electronic means may make, second and vote on all motions and participate in the discussion as though present, except that the Board Member who chairs the meeting must be present at the anchor location.

B. **Control of the Meeting:** Unless the Chair or Vice Chair, as appropriate, is participating in the meeting via electronic communication, each meeting of the Board shall be conducted by the Chair, if present, by the Vice Chair in the absence of the Chair, or by any Board Member selected for that purpose by a majority vote of the Board Members present when neither the Chair nor the Vice Chair is present. The Board Member chairing the meeting may relinquish the Chair to any other Board Member, other than a Board Member participating via electronic communications, at any time during the meeting. The Board Member chairing the meeting may discuss every matter coming before the Board, make, second and vote on motions, and otherwise fully participate in the meeting.

C. **Expulsion From a Meeting:** Any person who willfully disrupts a Board meeting to the extent that the orderly conduct of the meeting is seriously compromised may be removed from the meeting. Should the person refuse to leave the meeting when asked to do so by the Chair, law enforcement officials may be called to remove the person.

D. **Closed Meetings:** Except as otherwise provided in this paragraph D, all meetings of the Board are to be open to the public and all decisions must be made in public. Closed meetings must be held during publicly noticed meetings of the District. A meeting, or a portion of a meeting, may be closed to the public upon the affirmative vote of two-thirds of the Board Members present at the meeting. A meeting may be closed for any of the reasons specified in Utah §52-4-205 as follows:

1. The character, professional competence or physical or mental health of an individual (including personnel issues regarding employment or discipline of public officers and employees, performance evaluations, contract negotiations).
2. Strategy session to discuss pending or reasonably imminent litigation.
3. Strategy session to discuss the sale, purchase, exchange, or lease of real property if such discussion prevents the District from completing the transaction on the best possible terms.
4. Discussion regarding deployment of security personnel, devices, or systems.
5. Investigative proceedings regarding allegations of criminal misconduct.
6. Discussions required to be confidential in accordance with the Utah Procurement Code.

E. **Conduct of a Closed Meeting:** Board Members may not approve any resolution, rule, regulation, contract or appointment during a closed meeting. The identity of the specific person whose character, competence or health is to be discussed, the identity of the parties to pending or reasonable imminent litigation, or the identity of property which the Board is considering purchasing, exchanging or leasing need not be stated in the motion to close the meeting or in the public portion of the meeting where such disclosure might infringe on the confidence necessary to fulfill the purpose of closing the meeting. Upon a motion to enter executive

session, general public and press shall be dismissed from the room. Only District Board members and those person(s) designated by the Board may be present during a closed meeting. All final decisions must be made outside of the executive session. The public must have a chance to be made aware of the final decision. A vote of the SBSRD Board relating to information discussed in the executive session can satisfy this requirement.

F. Recording of Meetings: A complete and unedited audio recording of all open portions of the meeting shall be kept by the District from commencement through adjournment and be property labeled with the date, time, and place of the meeting. Any other person in attendance may record all or any part of an open meeting, provided that the recording does not interfere with the conduct of the meeting. A recording of an open meeting shall be available to the public for listening within three business days after the end of the meeting. Notwithstanding other parts of this paragraph, a recording is not required to be kept of an open meeting that is a site visit or traveling tour, if no vote or action is taken by the Board.

G. Electronic Meetings:

1. Definitions. The following terms are defined as follows:
   i. "Anchor Location" means the usual meeting place of the SBSRD Board at the offices of the District at Trailside Park in Summit County, Utah.
   ii. "Meeting Administrator" means the Chair of the Board, the District Director ~~of the District~~, or another employee of the District specifically assigned and designated to operate the electronic conference equipment at the anchor location to assure that all members of the Board are continuously able to participate in the electronic meeting and to advise the party conducting the meeting of the initiation, recess, if appropriate, or adjournment of the meeting.
   iii. "Electronic Meeting" means a public meeting of the Board convened and conducted by means of a telephonic conference device or other electronic means, allowing each member of the Board to call to the anchor location and participate concurrently with all other members of the Board in the conduct of the meeting.
2. Notice of Electronic Meetings. The Board shall convene electronic meetings when necessary pursuant to specific public notice of an electronic meeting by posting written notice of the electronic meeting at the Anchor Location and providing written or electronic notice to the media as otherwise provided by law. Notice of the electronic meeting shall also be provided to each member of the Board at least 24 hours before the meeting, including a description of how members will be connected to the electronic meeting. The notice to members of the Board shall indicate the telephone number required for participation and any access codes necessary to make an electronic meeting conference available to members of the Board.
3. Quorum Verification. Before an electronic meeting may be called to order, all members of the Board shall be given an opportunity to participate in the meeting and no electronic meeting shall be convened unless the quorum of the Board is able to participate either in person or electronically in the meeting.
4. Public Attendance. Each electronic meeting shall be convened by the meeting administrator by announcing the parties present at the meeting and by making available to members of the public at the Anchor Location an amplified speaker enabling members of the public to hear the comments of Board members and the conduct of the meeting.
5. Conduct of the Meeting. Upon determining that a sufficient number of the Board are present for the electronic meeting to be convened and members of the public can adequately hear the comments of all members of the Board, the Chair or other Board member conducting the meeting shall formally convene the meeting and take a roll call of those participating. The Chair or other Board member conducting the meeting shall provide opportunity for each matter on the agenda to be presented and shall, in an order determined by the Chair, request comments one at a time from those members of the Board participating by name to enable each Board member an opportunity to comment, question, or otherwise, participate in the meeting. Individual Board members may request permission to be recognized for further comments, questions, or statements as the meeting progresses.

C. The District may require that the requester of records provide a written release, notarized within thirty (30) days before the request, from the subject of the records in question before access to such records is provided.

Section 8 - Designation, Classification and Retention

A. Procedure to determine Classification. If more than one provision of this policy could govern the classification of a record, the District shall classify the record by considering the nature of the interest intended to be protected and the specificity of the competing provisions.
B. The District has adopted the Classification Schedule Guidelines below, but may classify a particular record, record series, or information within a record at any time. The District recognizes it is not required to classify a particular record, record series, or information until access to the record is requested.
C. The District may re-designate a record series or reclassify a record or record series, or information within a record at any time.

CLASSIFICATION SCHEDULE GUIDELINES

Code ref.	Classification	
63G-2-301	Public	A record is presumed public unless otherwise expressly prohibited by statute. Public records include but are not limited to minutes from open meetings; contractor compensation; names, gender and gross compensation paid to public employees; records relating to formal charges or disciplinary actions of a government employee.
63G-2-302	Private	• Records concerning an individual's eligibility for unemployment insurance benefits, social services, welfare benefits or the determination of benefit levels. • Records containing data on an individual describing medical history, diagnosis, condition, treatment, evaluation, or similar medical data. • Employment records concerning a current or former employee of, or applicant for employment with, the District that would disclose that individual's home address, home telephone, social security number, insurance coverage, marital status, payroll deductions, performance evaluations, and personal status information (race, religion, disabilities). • Medical records, including medical reports, records, statements, history, diagnosis, condition, treatment, and evaluation.
63G-2-304	Controlled	Records containing medical, psychiatric or psychological data about an individual when the District reasonably believes that releasing the information in the record to the subject of the record would be detrimental to the subject's mental health or to the safety of any individual.
63G-2-305	Protected	• Records the disclosure of which would impair District procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement, including requests for bids, request for proposals, or other similar document [Once the contract has been awarded this information is re-classified Public.] • Records that would identify real property or the appraisal or estimated value of real or personal property under consideration for public acquisition before any rights to the property are acquired, unless the estimated value of the property has already been made public by other means, or the public interest outweighs the District's need to acquire the property on the best terms possible. • Records the disclosure of which would jeopardize the security of District property, programs or record-keeping systems. • Records prepared by or on behalf of a governmental entity solely in anticipation of litigation that are not available under the rules of discovery.

(c) The record requested is for either a voluminous quantity of records or records series and requires the District to review a large number of records or perform extensive research to locate the materials requested;
(d) The requester seeks a substantial number of records or record series in requests filed within five (5) working days of each other;
(e) The District is currently processing either a large number of records requests or is subject to extraordinary seasonal workloads in the processing of other work;
(f) The request involves an analysis of legal issues to determine the District's proper response to the request;
(g) The request involves extensive editing to separate public data in a record from that which is not public; or
(h) Providing the information request requires computer programming or other format manipulation.

(2) When a record request cannot be responded to within ten (10) days, the District Director shall give the requester an estimate of the time required to respond to the request.

D. The failure or inability of the District to respond to a request for a record within the time frames set out herein, or the District's denial of such a request, shall give the requester the right to appeal as provided in Section 11.

Section 10 - Fees

A. Applicable fees for the processing of information requests under this Policy shall generally be set at actual cost or as otherwise established by policies adopted under this Policy. District representatives are encouraged to fill a GRAMA request without charge when (1) releasing the record will benefit the public; (2) the requester is the subject of the records; or (3) the requester's legal rights are implicated, and they claim hardship. If none of the preceding circumstances are applicable, the District will charge the following fees for requests relating to the ~~Government Records Access and Management~~ Act:

REQUEST	APPLICABLE FEE
Reviewing a record to determine whether it is subject to disclosure	No Charge
Inspections of record by requesting person	No Charge
Copy Fees – black and white (District prepared)	25 cents per page
Copy Fees - Color (Offsite)	Commercial Rate
Computer Disk	$10 per disk, plus Actual Cost*
Other Forms	Actual Cost*
Miscellaneous Fees	Actual Cost*
* Overhead and time of District staff in preparation of information request, billed at hourly charge of lowest paid employee who has the necessary skill and training to perform the request. No charge is made for the first quarter hour of staff time; thereafter, charge will be at a one hour minimum.	

Section 11 - Appeal Process

A. Any person aggrieved by the District's denial or claim of extraordinary circumstances may appeal the determination within 30 days after notice of the District's action to the District Director by filing a written notice of appeal. The notice of appeal shall contain the petitioner's name, address, daytime phone number, relief sought and if a petitioner desires, a short statement of the facts, reasons, and legal authority in support of the appeal.
B. If the appeal involves a record that is subject to a business confidentiality claim or affects the privacy rights of an individual, the District Director shall send a notice of the requester's appeal to the affected person.
C. The District Director shall make a determination on the appeal within the following period of time (1) within five (5) business days after the District Director's receipt of the notice of appeal; or (2) within twelve (12) business days after the District sends the requester's notice of appeal to the affected party. During this period the District Director may schedule an informal hearing or request any additional information deemed necessary

4. The Board shall hold itself accountable for governing with excellence. This self-discipline shall apply to matters such as attendance, preparation for meetings, adherence to policymaking principles, respect of roles, and ensuring effective continuity of governance capability into the future.

5. The Board shall direct, control, and inspire the organization through the careful establishment of written policies reflecting the Board's values and perspectives. The Board's major policy focus shall be on the intended long-term benefits for its constituents, not on the administrative or programmatic means of attaining those benefits. The Board shall attend to current and short-term issues only (a) as a temporary expedient; (b) in monitoring the Director's performance; or (c) as a device to maintain grassroots understanding. No issue shall consume Board time that has not first been determined to be a Board issue. Board meetings shall be disciplined by this principle.

6. Complaints relative to District policy should be heard in Board meetings, not by individual Board members. Matters of policy should come before the in session, or may be referred by the Board to a Committee of the District.

7. Individual Board members shall direct questions from the media to the District Director, or designee, for official comment on behalf of the SBSRD.

8. Continuous Board development shall include orientation of new members in the Board's governance process and periodic Board discussion and evaluation of process to assure continued improvement.

9. The Board shall allow no officer, individual or committee of the Board to hinder or be an excuse for the Board's not fulfilling its commitments.

10. The Board shall monitor its process and performance ~~at each meeting~~annually through a debriefing process. Self-monitoring may include comparison of actual Board activity and discipline to the standards reflected in policies in the *Governance Process* and *Board-Staff Relationship* categories.

11. The responsibilities of the SBSRD Board shall be clearly distinguished from those of the District Director.

Monitoring Method: ***Board self-assessment***
Monitoring Frequency: ***Annually at the January Board Meeting***

GP-3 Board Job Description

The job of the Board is to represent its constituents and lead the organization by determining and demanding appropriate and excellent organizational performance. To distinguish the Board's own unique job from the jobs of the District Director and staff, the Board shall concentrate its efforts on the following:

1. Utilizing proactive strategies to ensure meaningful linkage with District residents to determine their concerns, needs and demands.

2. Developing written governing policies that, at the broadest levels, address:

    a. ***Ends*****:** Organizational products, impacts, benefits or results for specified recipients and their relative worth (what end result is desired for whom and at what cost);
    b. ***Executive Limitations*****:** Constraints on executive authority that establish the practical, ethical, and legal boundaries within which all executive activity and decision-making shall take place.
    c. ***Governance Process*****:** How the Board shall conceive, carry out, and monitor its own work.
    d. ***Board/Staff Relationship*****:** How authority is delegated to the District Director and how the Director's use of that authority is monitored; the Director's role, authority, and accountability.

3. Ensuring District Director performance through monitoring *Ends* and *Executive Limitations* policies.

4. All policies that instruct the Director shall be monitored on a schedule according to a frequency and by a method chosen by the Board, however the Board may monitor any policy at any time by any method.

During the last quarter of each year, the Board shall conduct a formal summative evaluation of the Director using the Performance Evaluation objectives and metrics established at the ~~annual~~ Board meeting to be held each June for the following calendar year. When appropriate, these objectives will be informed by the Executive Limitations and Ends enumerated in Chapters 9 and 10.

As part of that process, the District Director Liaison Committee will seek appropriate Staff and County input and make a recommendation to the full Board for discussion and possible approval. Based on the evaluation, the District Director's merit increase and bonus will be at the Board's discretion. Such merit increase and bonus must consider the District's budget. The District Director will receive a cost of living adjustment to salary consistent with that received by all other employees of the District. The Board will prepare a written evaluation document. The District Director will have the opportunity to review the document with the Board in executive session. The District Director and the Board Chairperson will sign the report.

Monitoring Method: ***Board assessment***
Monitoring Frequency: ***Annually in November***

task, or did not do the work, to ensure the reliability and efficiency of operations. Independent checks are intended to:

a. Promote orderly, economical, efficient, and effective operations and to produce quality products and services consistent with the District's mission;
b. To safeguard resources against loss due to waste, abuse, mismanagement, errors, and fraud ; and
c. To ensure adherence to laws, regulations, contracts, and management directives.

Section VI. Reporting

A. **Quarterly Financial Report**. In accordance with Utah Code, a quarterly financial report shall be prepared and presented to the Board showing the financial position and operations of the District for that quarter and the year to date status. (17B-1-638)

B. **Deposit and Investment Report**. In accordance with Utah Code, the Board Treasurer or his/her designee shall file a semi-annual financial report with the State Money Management Council. (51-7-15)

C. **Budget Certification.** The Board Treasurer shall certify a copy of the final budget for each fund and the District Director shall file such certified budget to the State Auditor within 30 days after adoption. (17B-1-614)

D. **Impact Fee Report:** Utah Code requires the District to report on impact fee collections (11-36a-601). The report shall be (1) submitted to the State Auditor's Office within 180~~30~~ days following year end, (2) presented as a schedule in the supplementary information section of the District's financial statements, and (3) file as a public document in the District office. The annual report shall be in a format developed by the state auditor, certified by the District Director, and will identify:

a. Impact fee funds by the year in which they were received.
b. The project from which the funds were collected.
c. The capital projects for which the funds were budgeted.
d. The projected schedule for expenditure; impact fees must be expended within six years from the time they are collected. (11-36a-602).

E. **Independent Audit.** Utah Code requires an annual independent external audit of the District to be performed. (17B-1-639; 17B-1-640) The independent audit shall be submitted to the State Auditor's Office within 180 days after the close of each fiscal year. (51-2a-202) Copies of the audit report shall be filed as a public document in the District office.

F. **Continuing Disclosure.** In accordance with the provisions of paragraph (b) (5) (i.) (A) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule'), the District will file or cause to have filed Financial Statements and Continuing Disclosure Memorandum by July 15th of each year. If the filing is delinquent, a "material event" will have occurred.

a. On July 1, 1997, the District entered into a "Continuing Disclosure Assistance Agreement" between the District and Zions First National Bank for the benefit of the beneficial owners of the bonds to send certain information annually and to provide notice of certain events to certain information repositories pursuant to the requirements of the Rule. Zions Bank assists the District in meeting the District's Continuing Disclosure Requirements under the Rule.

The following schedule shows which reports and payments are required, when they are due, and where they should be sent.

Name of Report	When Due	Send To	Address
Adopted Budget	Following adoption	Summit County Auditor	
Adopted Budget	Following adoption	Summit County Treasurer	
Adopted Budget	Following adoption	Summit County Council	
Adopted Budget	Not later than 30 days after adoption	State Auditor's Office	
Impact Fee Fund Certification	Not later than 180 after ~~End of~~ fiscal year end ~~(January)~~	State Auditor's Office	
Financial Statements (Independent Audit)	Not later than180 days after year end	State Auditor's Office	
UT or Survey of Local Governments	Not later than180 days after year end	State Auditor's Office	
Financial Statements (Independent Audit)	Following Auditor's Report to Board	Summit County Auditor	
Financial Statements (Independent Audit)	Following Auditor's Report to Board	Summit County Treasurer	
Financial Statements (Independent Audit)	Following Auditor's Report to Board	Zion's Bank Public Finance	
Financial Statements (Independent Audit)	Following Auditor's Report to Board	Summit County Council	
Deposit and Investment Report	Twice annually on or before Jan. 31 and July 31	State Treasurer's Office	State Capitol
Certified Tax Rate Work Sheet	June	Summit County Auditor	
Unclaimed Property Report	As requested	State Treasurer's Office	State Capitol
Continuing Disclosure	July	Prepared by Zion's Bank	Submitted online by Zions
GO Bond Principal and Interest Payments	June And December	~~Anna Dee Hooper~~ Zion's Bank Trust Administrator	Electronic Transfer via PTIF

Section VIII. Insurance

A. The District will effectively manag~~cing~~ risk and provide for the general liability insurance needs of the District (17B-1-113).

B. The District will provide for Unemployment Insurance.

C. The District will provide for Workers Compensation Insurance.

D. The District will bond the Board Treasurer and employees who have the responsibility for the safekeeping and investment of public funds in keeping with Utah Code. (51-7-15)

Budget	Percent for Bond	Minimum Bond
$1,000,000 to $5,000,000	6% but not less than	$70,000
$5,000,001 to $10,000,000	5% but not less than	$300,000
$10,000,001 to $25,000.000	4% but not less than	$500,000

Section IX. Fund Balance Limitations

A. It is the policy of the Board to maintain a Fund Balance consistent with Utah ~~in the general fund of 50% of the current year's property tax revenues. The accumulation of the Fund Balance in the general fund may not exceed 100% of the current year's property tax collections. (~~§17B-1-612. Per 17B-1-612(2)(a), the accumulation of a fund balance in the general fund may not exceed the most recently adopted general fund budget, plus 100 percent of the current year's property tax.~~)~~ In accordance with Utah Code, an accumulated fund balance may be used only:

a. To provide cash flow to finance expenditures from the beginning of the budget year until general property taxes or other applicable revenues are collected;

b. To provide a resource to meet emergency expenditures under Utah §17B-1-623; and

c. To cover a pending year-end excess of expenditures over revenues from an unavoidable shortfall in revenues. (§17B-1-612)

Section X. Asset Capitalization

A. In compliance with GASB Statement No. 34, the Board has adopted the following asset capitalization policy:

a. **Threshold.** - Capital assets of the District include property, buildings, and equipment. Capital assets are defined by the District as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of two years.

i. Donated capital assets shall be recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the capacity of the asset or materially extend the asset's life shall not be capitalized.

b. **Useful Life of Asset Class. -** Capital assets of the District shall be categorized into specific asset groupings that are then further classified into similar class lives. Examples of District's assets classes and associated useful life categories are as follows:

ASSET	CLASS LIFE
Land [Land includes property used for trailheads, parks, and land on which building structures are placed]	0 Years
Building Structures [Building structures include the architecture, construction, engineering, and other major costs associated with the creation of trailhead, park, recreation facility, and administrative building structures]	40 Years
Capitalized Subcomponents of Building Structures - Security/Phone Systems - Railings/Welding	 10 Years 20 Years

ii. As many other brand names as practicable are also included in the specification.

b. Brand name or equal specifications should include a description of the particular design and functional or performance characteristics which are required. Specifications unique to the brands shall be described in sufficient detail to enable a vendor to respond with an equivalent product.

c. When a manufacturer's specification is used in a solicitation, the solicitation will state the minimum acceptable requirements of an equivalent. When practicable, the District will name at least two manufacturer's specifications.

4. Brand Name Sole Source Requirements:

a. If only one brand can meet the requirement, the District will conduct the procurement in accordance with §63G-6a-802 of the Act and solicit from as many providers of the brand as is practicable,

b. If there is only one provider that can meet the requirement, the District will conduct the procurement in accordance with §63G-6a-802.

c. Notwithstanding the foregoing, or anything to the contrary in this Policy, when the equipment or other procurement items designated by brand name for a construction project are projected to cost no more than ten percent (10%) of the total cost of the construction project, a designated brand may be identified in the specifications and the District will not be required to consider arguably equivalent products.

VIII. COMPETITIVE PROCUREMENT

A. Request for Information: Before issuing an invitation for bids or a request for proposals, the District may issue a request for information to determine whether to issue an invitation for bids or request for proposals and generate interest in a potential procurement by the District as provided in §63G-6a-409 of the Act.

1. A Request for Information is not a procurement process and may not be used to ~~(i) solicit cost, pricing, or rate information,~~ (~~i~~ii) negotiate fees, (~~i~~ii) make a purchase, (iii) determine whether a procurement may be made under an exception to procurement requirements or (iv) enter into a contract.

2. The District is still required to use a standard procurement process or meet the statutory requirements for an exemption to make an actual procurement.

3. A response to a Request for Information is not an offer and may not be accepted to form a binding contract.

4. ~~Purpose of Request for Information: The purpose of a Request for Information is to~~ The District may issue a request for information to obtain information, comments, or suggestions before issuing a solicitation.~~:~~

~~(a) Obtain a wide range of information, including (a) the availability of a procurement item, deliver schedules, industry standards and practices, product specifications, training, new technologies, capabilities of potential providers of a procurement item, and alternate solutions from potential bidders or offerors before issuing an Invitation to Bid or Request for Proposals;~~

~~(b) Determine whether to issue an Invitation to Bid or a Request for Proposals; and~~

~~(c) Generate interest in a potential Invitation to Bid or a Request for Proposals.~~

A Request for Information may be useful in order to:

(a) Prepare to issue an Invitation to Bid or a Request for Proposals for an unfamiliar or complex procurement;

(b) Determine the market availability of a procurement item; or

(c) Determine best practices, industry standards, performance standards, product specifications, and innovations relating to a procurement item.

~~5. Contents of a Request for Information: A Request for Information may seek a wide range of information, including:~~

~~(a) Availability of a procurement item;~~

~~(b) Delivery schedules;~~

~~(c) Industry standards and practices;~~

~~(d) Product specifications;~~

~~(e) Training;~~

~~(f) New technologies;~~

~~(g) Capabilities of potential providers of a procurement item; and~~

~~(h) Alternate solutions.~~

5. If the District receives pricing information in response to a request for information, it shall ensure than an individual who serves on an evaluation committee to evaluate proposals that include a proposal as to which the pricing information applies does not have access to the pricing information except as provided in §63G-6a-707(7).

6. Response to Request for Information Protected:
Information submitted to or by a governmental entity in response to a request for information is protected under Utah §63G-2-305 , as amended.

B. **Competitive Bids and Proposals-Over $25,000.00:** Except as otherwise allowed by law and this Policy, contracts for services, supplies, materials, or equipment where the amount to be paid annually by the District is more than **$25,000.00** shall be awarded only after competitive sealed bids or proposals have been requested and received. Sealed written bids or proposals are to be obtained for all such purchases in excess of **$25,000.00** from at least three suppliers (provided that there are at least three available suppliers willing to submit a bid or proposal). Documentation regarding the sealed written bids or proposals is to be maintained by the District and the purchase is to be documented as required by the District's applicable rules and regulations.

C. **Bidding Procedure:** Competitive Sealed Bidding shall be conducted in accordance with the requirements set forth in §§63G-6a-601 through 63G-6a-612 of the Act and as provided in this Policy.

1. **Invitation for Bids:** Except as otherwise provided in this Policy, contracts will generally be awarded by competitive sealed bidding. When a contract is to be awarded by competitive sealed bidding, an invitation for bids will be issued.

a. The invitation for bids shall include the information required by §63G-6a-603 of the Act and may include a "Bid Form" or forms which provide lines for bidder information such as the following:

i. The bidder's bid price;
ii. The bidder's acknowledged receipt of addenda issued by the District;

g. The District may, as appropriate, publish as an addendum to the solicitation:

i. The attendance log;

ii. Minutes of the pre-bid conference and any documents distributed to the attendees at the pre-bid conference or site visit; or

iii. Any oral modification made to any of the solicitation documents, which shall be reduced to writing.

4. **Public Notice:** Public notice of the invitation for bids is to be given at least seven days prior to the date set forth therein for the opening of bids, in accordance with § 63G-6a-112~~406(1)~~ of the Act. The notice shall be published using one of the following methods: in a newspaper of general circulation in the area, on the main website of the District, or on a state website that is owned, managed by, or provided under contract with, the Utah Division of Purchasing and General Services for posting a public procurement notice. (63G-6a-112~~406(2)~~)

5. **Bids and Modifications to a Bid Received After the Due Date and Time:**

a. Bids and modifications to a bid submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason, except as determined under 5d below.

b. When submitting a bid or modification electronically, bidders must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system, if applicable. If a bidder is in the process of uploading a bid when the closing time arrives, the bid or modification of the bid will not be accepted.

c. When submitting a bid or modification to a bid by physical delivery (U.S. mail, courier service, hand-delivery, or other physical means) bidders are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a bid or modification to a bid being late.

i. All bids or modifications to bids received by physical delivery will be date and time stamped.

d. To the extent that an error on the part of the District or an employee of the District results in a bid or modification to a bid

not being received by the established due date and time, the bid or modification to a bid will be accepted as being on time.

6. **Opening and Recording of Bids:** Bids will be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information specified by this Section C, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection. (§63G-6a-604)

7. **Bid Correction; Withdrawal or Clarification**:

a. The Procurement Officer may authorize in writing the correction or withdrawal of an inadvertently erroneous bid up to five (5) business days of receipt of the bid, but no later than one (1) business day after the submission deadline. A decision to permit the correction or withdrawal of a bid must be in writing and signed by the Procurement Officer.

b. The Procurement Officer may allow a vendor to correct an immaterial error in a responsive solicitation response. ~~The Procurement Officer may not allow a vendor to (i) correct a deficiency, inaccuracy or mistake in a responsive solicitation response that is not an immaterial error, (ii) correct an incomplete submission of documents that the solicitation required to be submitted with the solicitation response, (iii) correct a failure to submit a timely solicitation response, substitute or alter a required form or other document specified in the solicitation, (iv) remedy a cause for a vendor being considered to be not responsible or a solicitation response not responsive, or (v) correct a defect or inadequacy resulting in a determination that a vendor's solicitation response does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds established in the solicitation.~~ The Procurement Officer shall (i) require the vendor to submit the correction in writing; and (ii) establish a deadline by which the vendor is required to correct the immaterial error. Notwithstanding anything to the contrary, a vendor may not change the total bid price after the bid opening and before a contract is awarded. This does not apply to a change in the contract price during contract administration. (63G-6a-114)

c. The Procurement Officer may make a written request to a vendor to clarify information contained in a responsive solicitation response. A vendor's response may only explain, illustrate, or interpret the contents of the vendor's original solicitation response and may not be used to (i) address criteria or specifications not contained in the vendor's original solicitation response, (ii) correct

a deficiency, inaccuracy, or mistake in a solicitation response that is not an immaterial error, (iii) correct an incomplete submission of documents that the solicitation required to be submitted with the solicitation response, (iv) correct a failure to submit a timely solicitation response, to substitute or alter a required form or other document specified in the solicitation, to remedy a cause for a vendor being considered to be not responsible or a solicitation response not responsive, or (v) correct a defect or inadequacy resulting in a determination that a vendor does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds established in the solicitation. (§63G-6a-115)

8. Re-solicitation of a Bid:

a. Re-solicitation of a bid may occur if the Procurement Officer determines that:

i. A material change in the scope of work or specifications has occurred;
ii. Procedures outlined in the Procurement Code were not followed;
iii. Additional public notice is desired;
iv. There was a lack of adequate competition; or
v. Any other reason exists that causes re-solicitation to be in the best interest of the District.

b. Re-solicitation may not be used to avoid awarding a contract to a qualified vendor in an attempt to steer the award of a contract to a favored vendor.

9. Bid Award: Unless the District elects to cancel the procurement or re-solicit bids, contracts are to be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and objective criteria described in the invitation for bids.

a. Bids shall be based on the lowest bid for the entire term of the contract, excluding renewal periods and, unless an exception is authorized in writing by the Procurement Officer, cost may not be divided or evaluated on any other basis than the entire term of the contract, excluding renewal periods.

b. In the event all bids for a construction project exceed available funds as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such funds by

8. **Addenda to Request for Proposals:**

a. Addenda to a Request for Proposals may be made for the purpose of making changes to:

i. The scope of work;
ii. The schedule;
iii. The qualification requirements;
iv. The criteria;
v. The weighting; or
vi. Other requirements of the RFP.

b. Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may justify a shorter period of time.

c. After the due date and time for submitting a response to a request for proposals, at the discretion of the Procurement Officer, addenda to the request for proposals may be limited to offerors that have submitted proposals, provided the addenda does not make a substantial change to the RFP that, in the opinion of the Procurement Officer, likely would have impacted the number of offerors responding to the original publication of the RFP. (§63G-6a-704.4)

9. **Modification or Withdrawal of Proposal Prior to Deadline:** A proposal may be modified or withdrawn prior to the established due date and time for responding.

10. **Proposals and Modifications, Delivery and Time Requirements:** To the extent that an error on the part of the District or an employee of the District results in a proposal or modification to a proposal not being received by the established due date and time, the proposal or modification to a proposal shall be accepted as being on time. Otherwise, the following shall apply:

a. Proposals and modifications to a proposal submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason.

b. When submitting a proposal or modification to a proposal electronically, offerors must allow sufficient time to complete the online forms and upload documents. The solicitation will end at

IX. CANCELLATION, REJECTION AND DEBARMENT

A. General Provisions:

1. Cancellation: An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled prior to the deadline for receipt of bids, proposals, or other submissions, when it is in the best interest of the District as determined by the Procurement Officer. In the event a solicitation is cancelled, the written justification for cancellation shall be made part of the procurement file and shall be available for public inspection and the District shall:

a. Re-solicit new bids or proposals using the same or revised specifications; or

b. Withdraw the requisition for the procurement item(s).

Rejection of Bids and Proposals: Consistent with §63G-6a-120, The Procurement Officer may reject a bid or proposal for:

a. A violation of the Utah Procurement Code or this policy by the offeror;

b. A violation of a requirement of the Invitation for Bids or Request for Proposals by the offeror;

c. Unlawful or unethical conduct by the offeror;

d. A change in the offeror's circumstance that, had the change been known at the time the proposal was submitted, would have caused the proposal to not have the highest score;

e. A failure by the offeror to sign a contract within ninety (90) calendar days after the contract award;

f. The offeror not being responsible; or

g. The bid or proposal not being responsive or not meeting the mandatory minimum requirements, evaluation criteria, or applicable score thresholds stated in the solicitation.

2. Documentation: The reason(s) for cancellation or rejection shall be in the form of a written finding, which is made part of the contract file and is available for public inspection. In all cases, a copy of the written finding shall be provided to the offeror whose bid or proposal was rejected.

f. Except as provided in §63G-6a-607 of the Act, all otherwise acceptable bids or offers received are at unreasonable prices, or only one bid or offer is received and the Procurement Officer cannot determine the reasonableness of the bid price or cost proposal;

g. The responses to the solicitation were not independently arrived at in open competition, were collusive, or were submitted in bad faith; or

h. No responsive bid or offer has been received from a responsible bidder or offeror;

D. **Alternative to Cancellation.** In the event administrative difficulties are encountered, before award but after the deadline for submissions, that may delay the award beyond the bidders' or offerors' acceptance periods, the bidders or offerors should be requested, before the expiration of their bids or offers, to extend in writing the acceptance period (with the consent of sureties, if any) in order to avoid the need for cancellation.

E. **Continuation of Need.** If the solicitation has been cancelled for the reasons specified in Subsection C.1. f., g or h above, the Procurement Officer has made the determination required under Subsection C., and the District has an existing contract, the District may permit an extension of the existing contract under §63G-6a-802.7 of the Act.

X. EXCEPTIONS – PROCUREMENT WITHOUT COMPETITION

A. **Contracts Awarded Without Competition:** The Procurement Officer or the Board, through appropriate action, may determine that a specific contract for a supply, service or construction item should be awarded without receipt or review of competitive bids or proposals if one of the applicable circumstances found in §63G-6a-Part 8 of the Act or as stated in 1 through 5 below exists. In the event that a contract is awarded without competition for one of these reasons, a written determination of both the reason for purchasing or contracting without competition as well as the basis for the selection of the particular contractor and/or supplier will be recorded. With these written determinations, a record containing the contractor's or supplier's name, the amount and type of the contract, the total dollar value of the procurement item including, when applicable, the actual or estimated full life-cycle cost of maintenance and of the service agreement, the duration of the proposed sole source contract, documentation that there is no other competing source for the procurement item (unless the procurement is under 1.b or c below), a description of the procurement item, and any other information desired by the Procurement Officer will be maintained in the contract file.

2. ~~Sole Source:~~ Temporary Extension of an Existing Contract:

a. The Procurement Officer may justify in writing the extension an existing contract for a reasonable period of time not to exceed 120 days without engaging in a standard procurement process, if any of the following applies:

i. An extension is necessary to avoid a lapse in critical governmental services or to mitigate a circumstance that is likely to have a negative impact on public health, safety, welfare or property, and the District (a) is engaged in a standard procurement process for a procurement item that is the subject of the contract being extended, and (b) the standard procurement process is delayed due to an unintentional error.

ii. A change in an industry standard requires one or more significant changes to specifications for the procurement item.

iii. The extension is necessary:

(1) To prevent the loss of federal funds;

(2) To mitigate the effects of a delay of a state or federal appropriation;

(3) To enable the District to continue to receive a procurement item during a delay in the implementation of a contract award pursuant to a procurement that has already been conducted; or

(4) To enable the District to continue to receive a procurement item during a period of time during which negotiations with a vendor under a new contract for the procurement item are being conducted.

iv. An extension is necessary for the period of a protest, appeal, or court action, if the protest, appeal or court action is the reason for delaying the award of a new contract.

v. An extension is necessary and the County Attorney determines in writing that the contract extension does not violate state or federal antitrust laws and is consistent with

Effective January 10, 2018

OPERATIONAL POLICIES

BASIN RECREATION

SNYDERVILLE BASIN

SPECIAL RECREATION DISTRICT

5715 TRAILSIDE DRIVE
PARK CITY, UT 84098
435-649-1564
435-649-1567 (Fax)
www.basinrecreation.org

Table of Contents

Chapter 1:	General District Operational Policies	
	Vehicle Use	1
	Cell Phones and Other Personal Devices	2
	Personal Use Policy	2
	References	4
	Time Sheets	4
	Biometric Information Privacy Policy	5
	Time Off for Working Events/Functions	5
	Benefits Available During Active Employment with the District	5
	Safety	5
	Confined Space Entry	5
	Disaster Response Planning	6
	Secondary Employment	6
	Workers Compensation	6
	Wellness	7
	Memorials	7
	Service Animal Policy	9
	Dog Policy (at Trailside)	9
	Enforcement of Rules and/or Instructions	
	Parking Enforcement	
	District Fee Schedule	10
	Budget Line Item Adjustments	10
	Cancellation Policies	10
	Sponsorship Policy	11
	Tax and Disclosure Compliance Procedure	12
Chapter 2:	Parks Policies	
	Operational Programming	16
	Bounce House/Inflatables	16
	Tennis and Pickleball Instruction	18
	Hot Air Balloons	18
	Dog Policy (in Parks)	19
Chapter 3:	Fieldhouse Policies	
	Fieldhouse Use Policy	20
	Fitness Pass Policy	22
	Personal Trainer and Private Swim Instructor Policy	22
	Tennis and Pickleball Instruction	23
	~~Benefits Available During Active Employment with the District~~	~~23~~
Chapter 4:	Special Event Policies	
	Special/Reserved Events on District Fields	26
	Special Events at Trailside Bike Park and Skate Park	28
	Special Events on District Trails	30
	Park Room Rental	33
	Pavilion Rental	34
	Fieldhouse Special Events Policies	35
Chapter 5:	Recreation Program Policies	
	Concussion and Head Injury Policy	38
	Assumption of Risk Policy	38
	Camps	39

6. Be conducted consistent with all other District policies and in a manner which is compliant with all local, state and federal laws.

D. The Personal Use of Public Funds or Public Money is prohibited and no authorization for Personal Use of Public Funds or Public Money is hereby granted.

3.2 AUTHORIZING AUTHORITY:

A. The District Director shall be the primary source of any authorization required under this Policy, with each department head being responsible for authorizations as set forth below. By adoption of this Policy, the District Director has authorized the Personal Use indicated in this Policy.

B. Each department head, including Public Officers, shall be responsible for determining what Public Property is required by each of their Employees and/or independent contractors in order to perform their assigned duties.

3.3 PROHIBITIONS:

A. In accordance with Utah Code Ann. §76-8-404, no Public Officer shall use Public Property, Public Funds or Public Money in a manner or with the intent to obtain or derive a profit therefrom.

B. No Employee shall use Public Property, Public Funds or Public Money in violation of federal, state or local laws.

3.4 INADVERTENT PERSONAL USE: Employees who may inadvertently and unintentionally use Public Property, Public Funds or Public Money in a manner not consistent with the authorizations in this Policy shall upon discovery:

A. Immediately report the inadvertent use to the District Administrator, their department head, or immediate supervisor; and

B. Shall, within 14 days, repay any costs that may have been incurred; and/or

C. Take all necessary steps to insure that the District is not injured by the inadvertent personal use.

SECTION 4 PENALTIES

Violations of this Policy may subject the violating Employee to disciplinary action under Section 13 of the District Personnel Policies, felony criminal prosecution under the provisions of Utah Code Ann. §76-8-402 or §76-8-404; cancellation of contracts; and/or disqualification from or removal from office.

EMPLOYMENT REFERENCES

All employment references shall be referred to and provided by the District Director, District Administrator, or designee. The District limits information given in an employment reference to the following:

1. Verification that the employee worked, full-time or part-time, for the District during a stated period.
2. A description of the position held.
3. Verification that the employee achieved a given salary range.

*****

TIME SHEETS

Non-exempt employees: Non-exempt employees will be required to clock-in and clock-out daily utilizing the provided timeclocks at the Trailside office~~s~~ and the Fieldhouse or with the uAttend mobile application if working at a different location. ~~The time sheets will reflect all hours worked, and include overtime, vacation, sick leave, and compensatory time.~~ If a punch is missed, it is the responsibility

of the employee to document the missed punch within 24 hours. The missed punch(es) may be recorded on a Missed Punch log or manually entered into uAttend. The time sheets will reflect all hours worked, and include overtime, vacation, holiday, sick leave, and compensatory time. ~~If the timeclock is not functioning or the employee is working at a location without a timeclock, hours worked must be entered on the Missed Punch Log and submitted to the employee's supervisor at the end of the pay period.~~ The supervisor~~s~~ and/or department manager~~s~~ will be required to review and approve all time sheets through uAttend. The time sheets will then be submitted to the Administration Department for payroll processing.

Exempt employees: Exempt employees are required to complete a bi-weekly log reporting days worked, vacation, sick time or holidays used. This log must be signed and dated by the exempt employee and turned in to the District Director for review and approval. The logs will then be submitted to the Administration Department for payroll processing.

Timing: In order to provide for timely payroll processing, all time sheets shall be reviewed and approved by supervisors and/or department managers no later than 5:00pm on the next business day following the end of the pay period (unless other arrangements have been made with the Administration Department). Exceptions will be made in observance of holidays and unforeseen circumstances.

*****

BIOMETRIC INFORMATION PRIVACY POLICY: ***effective January 22, 2020***

Biometric data is personal information about an individual's physical characteristics that can be used to identify that person. The District collects, stores, and uses an employee's fingerprint biometric data for the purpose of timekeeping. The District will not sell, lease, trade, or otherwise profit from such biometric data. Nor will it authorize its timekeeping vendor to engage in any such activity.

The District will not disclose or disseminate any biometric data to anyone other than the timekeeping vendor unless:

1. The employee or the employee's legally authorized representative provides consent to such disclosure;
2. The disclosure completes a financial transaction requested or authorized by the employee or the employee's legally authorized representative;
3. The disclosure is required for state or federal law, or municipal ordinance; or
4. The disclosure is required pursuant to a valid warrant or subpoena.

Biometric data will be stored and protected in a manner as other confidential and sensitive information held by the District.

*****

TIME OFF FOR WORKING EVENTS/FUNCTIONS

To encourage support and participation at the District's work functions and events, annual full-time non-exempt staff may earn paid time off for participating at designated events/functions. Such staff will be paid for the hours worked at the event/function in addition to accruing paid time off. The Department Manager and District Director must authorize the time off on the District form. The form is to be filed with the Administration Department within the same pay period. Employees must then specify on their timesheets when they are using the Time Off for Working Events/Functions.

1. It will be at the discretion of the District Director to declare what events qualify and how much time is accrued.
2. Time off must be used within the same calendar year it is earned, unless otherwise designated by the District Director.
3. Time off for Working Events/Functions is not eligible for pay out upon separation from employment.

* * * * *

BENEFITS AVAILABLE DURING ACTIVE EMPLOYMENT WITH THE DISTRICT: ***amended January 23, 2019, January 22, 2020***

The following benefits are available during active employment with the District.

Fieldhouse Membership and Fitness Classes for Employee:

- Full-Time Benefitted: Free
- Part Time Year Round: Free[2]
- Seasonal: Free

[2] Scheduled Fitness Instructors are included in this category, but substitute instructors are not eligible for benefits.

- Temporary/Special Projects: Free
- Board Members: Free

Fieldhouse Membership and Fitness Classes for Spouse, Partner, Child(ren)[3]:

- Full-Time Benefitted: Free
- Part Time Year Round: Free[4]
- Seasonal (after six months of consecutive work with at least two shifts/week)[5]: Free
- ~~All other Seasonals: No discount~~
- Temporary/Special Projects: No discount
- Board Members: Free

Fitness Programs for Employee:

- Full-Time Benefitted: if space allows, free for employee/spouse/partner/child
- Part Time Year Round: if space allows, fifty percent (50%) discount for employee, fifteen percent (15%) discount for spouse/partner or child
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: if space allows, free for board member/spouse/partner/child

Youth Programs (Recreation and Fieldhouse):

- Full-Time Benefitted: Free
- Part Time Year Round: Fifty percent (50%) discount[6]
- Seasonal: Fifty percent (50%) discount
- Temporary/Special Projects: No discount
- Board Members: Free

Summer Camps (Recreation and Fieldhouse):

- Full-Time Benefitted: Free
- Part Time Year Round: Fifty percent (50%) discount
- Seasonal: Fifty percent (50%) discount
- Temporary/Special Projects: No discount
- Board Members: Free

Specialty or Travel Camps:

- Full-Time Benefitted: Fifty percent (50%) discount
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Fifty percent (50%) discount

Adult Programs:

- Full-Time Benefitted: Case by case
- Part Time Year Round: Case by case
- Seasonal: No discount
- Temporary/Special Projects: No discount

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[3] Child: a dependent child through age twenty-five (25), includes step children. If an employee does not have a spouse, partner or child to designate, he or she may choose another individual to~~for this~~ benefit. The responsibility to ensure proper utilization of the benefit is on the employee's supervisor.

[4] Part-Time Year Round employees must work a minimum of two (2) shifts per week, on average, in order to be eligible for spouse/partner or child privileges. ~~A child is defined as a dependent child through age 25 and includes step children.~~ Only one (1) spouse/partner or child can receive the benefit and must be designated upon employment. Scheduled fitness instructors are included in this category, but substitute instructors are not eligible for benefits.

[5] Seasonal employees qualify for free Fieldhouse membership and Fitness Classes for Spouse, Partner, and Child(ren) after six months of working consecutive seasons, with at least two shifts per week.

[6] A reduced cost is offered only if spaces are available after patron registration for part-time year round and seasonal employees.

- Board Members: Case by case

Special Events or Programs:
- Full-Time Benefitted: Free
- Part Time Year Round: Fifty percent (50%) discount
- Seasonal: Fifty percent (50%) discount
- Temporary/Special Projects: No discount
- Board Members: Free

Partnership Programs:
- Full-Time Benefitted: ~~Percent of partnership cost~~[7] Thirty-five percent (35%) discount
- Part Time Year Round: Thirty-five percent (35%) discount ~~Percent of partnership cost~~
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Thirty-five percent (35%) discount~~Percent of partnership cost~~

Swim Lessons at the Fieldhouse:
- Full-Time Benefitted: Frec~~ifty percent (50%) discount~~
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Frec~~ifty percent (50%) discount~~

Private Instruction Programs:
- Full-Time Benefitted: Twenty-five percent (25%) discount
- Part Time Year Round: Twenty-five percent (25%) discount
- Seasonal: No discount
- Temporary/Special Projects: No discount
- Board Members: Twenty-five percent (25%) discount

Birthday Party-Field Rental:
- Full-Time Benefitted: Free field rentals; fifty percent (50%) discount for bounce houses
- Part Time Year Round: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Seasonal: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Temporary/Special Projects: Fifty percent (50%) discount for field rentals; fifty percent (50%) discount for bounce houses
- Board Members: Free field rentals; fifty percent (50%) discount for bounce houses

Fieldhouse Pro Shop Items:
- Full-Time Benefited: Fifteen percent (15%) discount
- Part-Time Year Round: Fifteen percent (15%) discount
- Seasonal: Fifteen percent (15%) discount
- Temporary/Special Projects: Fifteen percent (15%) discount
- Board Members: Fifteen percent (15%) discount

Group communication will be issued for special events/programs at discounted rates when applicable.

SAFETY

General Policy: The following general safety rules will apply in all District work places. Each department may prepare separate safety rules applicable to the specific nature of work in its area but not in conflict with this general policy. Employees will be trained in the rules of their respective department at the start of employment.

[7] Partnership programs: Employees are responsible for covering the partner's cost. Partnership programs result in a split of revenue. Generally the split is 65/35. The employee would be responsible to cover the 65% of the total cost of the program.

WORKERS COMPENSATION

All employees are covered by workers compensation, which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue vacation or sick leave benefits while receiving workers compensation payments. Workers compensation payments include reasonable and necessary medical treatment, prescription drugs, mileage reimbursement for travel to medical appointments, and compensation for lost wages. For exact compensation coverage, check the workers compensation contract on file with the Administrative Department. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.

1. Initial Reporting of Illness or Injury: Prompt notification of all injuries or illness, no matter how minor, to the employee's supervisor and the District Administrator or designee is mandatory. All injuries must be reported the day they occur. Reporting the accident or illness is critical to qualification for payment under Workers Compensation. A claim will be processed online by the District Administrator or designee immediately. After the claim is processed in its entirety, a copy must be sent to the Industrial Commission within seven (7) days of the injury. The Industrial Commission is notified by our current Workers Compensation carrier: WCF.

2. An employee who sustains a bona fide, on-the-job injury may seek medical attention from the Park City InstaCare on 1750 Sidewinder Drive, Park City, or other Workers Compensation Fund ("WCF") preferred provider. He/she must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to WCF. WCF will send a copy to the Industrial Commission. A copy will also be returned to the District to be placed on file. The District will then provide a copy to the injured worker.

3. Employees may not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan.

4. The employee should use the WCF preferred provider network (Park City InstaCare) for treatment of all but life or limb threatening injuries to avoid paying unnecessary bills. If a life-threatening injury occurs, 911 should be called to access normal emergency care. If the WCF preferred provider is not available, the employee must call the District Administrator or designee to arrange medical care.

5. Employees who do not use the WCF preferred provider network may be responsible for any charges in excess of the rates WCF pays.

6. Reporting While Off the Job. While on leave because of a bona fide, on-the-job injury or illness, an employee must contact his/her supervisor or the District Administrator or designee to report on his/her condition at least once each pay period. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.

7. Return to Service. The employee must return to work after the approval of the attending physician. The employee must ensure that all paperwork from the medical provider is delivered to the District Administrator or designee. Failure to return to work when directed may result in immediate termination. The District Administrator or designee and the injured employee's supervisor will review any restrictions given by the medical provider with the injured employee's job description and determine if the employee's normal job meets the restrictions. Injured employees must comply with the restrictions they are given.

8. The District will accommodate restricted duty jobs for workers injured on the job. The District Administrator or designee will work with the supervisor to design a work strategy that meets the injured employee's restrictions and accomplishes the District's goals. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within his/her current job classification.

9. The injured employee's supervisor and the District Administrator or designee will regularly follow up with the employee and medical providers to make sure the employee is getting the care required, attending medical appointments, complying with restrictions, and any restricted duty assignments are helping the employee move closer to his/her regular job duties.

10. At the time of final release or settlement of a Workers Compensation claim, if the employee cannot fulfill the essential job functions even with a reasonable accommodation and no vacancy exists for another position for which the employee qualifies, then he/she may be terminated and paid any accrued benefits due to him/her.

*****

WELLNESS

1. **Funding:** All costs including initial installation/planting, labor and materials are the responsibility of the applicant.

2. **Installation/planting:** The District will oversee the installation of all memorial requests. An outside contractor will perform installation services at the applicant's expense. Furthermore, the District shall approve final locations and the installation timeline for all requests. The District may assist in transporting the bench or tree.

3. **Location:** The District reserves the right to amend and/or reject any location provided by the applicant, based on any existing agreements, regulations or deeds, scope, easements, utilities, existing structures, maintenance, public safety, relationship to the natural environment, users of the proposed site, future development plans, landscape design, existing infrastructure, proximity to other memorials, environmental concerns, visibility and accessibility. Unless specifically agreed to in writing, the District may, at any future date, elect in its sole discretion to remove or relocate the memorial. No permanent right, title, or interest of any kind shall vest on the applicant's behalf by virtue of this memorial approval. The District holds ultimate ownership over all memorial benches and trees and it is prohibited for applicants to decorate, personalize or add adornment to any bench and/or tree.

4. **Vandalism and Maintenance:** All maintenance costs are at the donor's expense. Special maintenance, defined as exceeding normal maintenance as determined and provided by the District, may be provided at the discretion of the District. Payment will be made by check payable to Snyderville Basin Special Recreation District.

5. **Plaques:** No upright, free standing signs or plaque donations are allowed without District approval. The District will allow an engraved (12" x 8") 96 square inch or smaller engraved flat stone that can be placed at the foot of a tree or bench. Materials and wording must be approved by the District as part of the written proposal.

6. **Materials:** All benches and trees will be selected by the District to maintain consistency. Trees may only be planted between May 15 and October 1, weather permitting; approved and coordinated with the District.

7. **Liability:** The applicant agrees to hold the District harmless and indemnify the District for any and all claims which might arise from any person, entity or corporation, resulting from the applicant's use of the District property or right-of-way for installation purposes, or arising from the applicant's performance or bench/tree donated pursuant to this policy.

8. **Other:** This approval shall be in effect for the life of the donated item in accordance with generally accepted standards administered by the District.

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SERVICE ANIMAL POLICY

Only service animals are allowed in the Fieldhouse facility. Emotional support animals are not service animals and are therefore prohibited from the Fieldhouse facility.

Service dogs[8] are allowed wherever people are allowed, unless the animal poses a direct threat, a fundamental alteration, is not housebroken or is not under the control of the person with the disability.

If you encounter a patron with an animal in the Fieldhouse, follow the below steps:

1. Politely stop the patron and notify him/her that pets are not allowed in the building.
2. If the patron says the animal is his/her service animal, allow the patron to enter with the animal.
3. If you have questions or concerns about an animal, please contact the ~~Matt Strader,~~ Fieldhouse ~~& Facilities~~ Manager or Supervisor on Duty.

*****

DOG POLICY (AT TRAILSIDE)

[8] Under the ADA, service animals are limited to dogs with very limited exceptions for miniature horses.

Fourth Offense: Participant will be permanently prohibited from using District facilities and/or participating in District programs. No refund of fees will be issued.

The District reserves the right to skip any level of consequences in cases where the safety of other patrons and/or District employees is involved or when other special circumstances warrant such, as determined by the District Director.

*****

PARKING ENFORCEMENT

Consistent with Ordinance No. 911, amending Title 6, Chapter 2 of the Summit County Code: County Parking Code, District Staff may ticket and/or tow vehicles consistent with the provisions of the County Parking Code. Sections 6-2-1 *et al* of the Parking Code are hereby adopted into the District's policies; except that, where provisions in this section pertaining to trail-related parking violations have been drafted to more closely meet the needs of the District, those modified provisions will govern.
Specifically, pursuant to Section 1-13-4-3 of the Summit County Code, in lieu of a criminal citation for violation of these adopted policies, there is hereby established an administrative civil fee which may be assessed by means of an administrative citation issued by an enforcement employee of the District as follows:

1. Violations of posted parking rules within 1000 feet from trailheads. The initial fee for such violations shall be the sum of forty dollars ($40.00). However, in the event the fee is not paid within a timely fashion after receipt of the citation, the fee shall be as follows:

After 10 days	$50.00
After 20 days	$65.00
After 30 days	$70.00
After 60 days	$105.00

2. Violations which block or impede emergency egress or hamper the ability of police, fire, EMS or public works officials to properly carry out their official duties and jeopardize the public health, safety, and welfare by the violation. The initial fee for such violations shall be the sum of fifty dollars ($50.00). However, in the event the fee is not paid within a timely fashion after receipt of the citation, the fee shall be as follows:

After 10 days	$60.00
After 20 days	$65.00
After 30 days	$70.00
After 60 days	$105.00

Parking enforcement will be implemented at the following levels:

-The first instance of parking a vehicle outside of a designated area will result in a warning notice. The license plate and vehicle information will be recorded and added to an enforcement database.
-The second instance will result in an administrative citation and a fine will be assessed based on the violations detailed in sections 1 and 2 above.
-After the second instance of a vehicle being parked in violation of these regulations, it will be subject to towing if it is parked outside of designated space.

The trail parking enforcement zone will be limited to 1,000 feet from trailheads and designated trail access points as defined by the Snyderville Basin Special Recreation District's Trails Master Plan.

DISTRICT FEE SCHEDULE

The Board shall adopt administrative fees from time-to-time to offset the costs associated with its policies and programs.

*****

BUDGET LINE ITEM ADJUSTMENTS

Adjustments within Departments: Within a specified fund, the District Director may move money from one budgeted line to another budgeted line within the same department without further approval.

Adjustments between Departments: Within a specified fund, the District Director may move money from one budgeted line to another budgeted line in a different department only with approval of the Administrative Control Board and the Summit County Council.

CANCELLATION POLICIES: ***amended January 23, 2019***

To request a credit or refund, a Patron Credit Request Form must be completed and submitted to contactus@basinrecreation.org. All refunds will be issued in the form of a credit on the patron's account, unless specifically requested otherwise by the patron. Payments to the District are subject to the following policies:

General Policy: Unless specifically provided below, full credits/refunds will be given if notice of cancellation is provided seven (7) or more days prior to the first day of a program. For purposes of this policy, the start of a sports program is defined as the date of the first scheduled practice. Eighty percent (80%) of the paid fee will be credited or refunded if notice of cancellation is given within seven (7) days of the start of the program. Programs cancelled by the District will be refunded in full. This general policy applies to day camps, sports camps, bike camps, clinics and programs. There are no credits or refunds for inclement weather.

~~**Special Circumstance Policy:** If a participant cannot attend or continue an activity due to an illness or an extraordinary circumstance, a pro-rated credit or refund may be granted. A note from a doctor may be required.~~

Field Trip Camp Policy: Due to the costs incurred by the District for field trips, if a participant cancels within fourteen (14) days but not within seven (7) days of the field trip, he/she is responsible for fifty percent (50%) of the entire fee. The participant is responsible for one hundred percent (100%) of the fee if he/she cancels within seven (7) days of the field trip. If the vacated spot is filled, then eighty percent (80%) of the paid fee will be refunded/credited. Youth Crew events and Teen camps are considered Field Trip Camps for purposes of this refund policy.

Adult Team Sports Policy: Before the schedules are set, the District will provide a full credit/refund. After the schedule is complete, a fifty percent (50%) credit/refund will be given. Once the season has begun, no credits or refunds will be given.

Fieldhouse Passes/Rentals Policy:

1. Punch cards and one (1) month passes are non-refundable and non-creditable.
2. Credits/refunds on all other passes will be pro-rated. No retroactive cancellations.
3. Only twelve (12) month passes may be put "on hold" by direct request to the Fieldhouse Manager. Holds may be granted for one (1) time only ~~annual passes may be frozen. An annual pass holder may freeze the pass for one (1) time only~~ for a minimum of two (2) weeks and a maximum of three (3) months. Advanced notice is required.

Meeting Room and Park Pavilion Policy: If the applicant cancels a reservation seven (7) or more days prior to the date reserved, a full credit/refund will be issued. If a facility reservation is cancelled less than seven (7) days prior to the date reserved, only the deposit will be returned. Credits or refunds of the remaining fees will NOT be issued. If, due to unforeseen circumstances, a cancellation is initiated by the District, the reservation holder will be given a one hundred percent (100%) refund for that specific date or the District will provide a credit toward a mutually agreed upon future reservation.

Coach Credits: If a coaching credit is offered, the credit will be placed on the payer's account at the conclusion of the season. It will be available to use towards future purchases.

Special Circumstance Policy: If a participant cannot attend or continue an activity due to an illness or an extraordinary circumstance, a pro-rated credit or refund may be granted. A note from a doctor may be required.

No credits or refunds will be given under any of the above provisions if the request is received after the final day of the program.

*****

SPONSORSHIP POLICY: ***amended January 22, 2020***

CHAPTER 2
PARKS POLICIES

OPERATIONAL PROGRAMMING

The Recreation Department, with input from the Parks Department, will announce any field cancellations by 4 pm.

The Recreation Department will either cancel all games and announce such cancellation on the weather hotline or leave the cancellation responsibility to the coaches and field officials.

The Recreation Department should notify the Parks Department of any cancellations during questionable weather by noon of the following day.

Cancellations of club sport games should be made by 2:30pm on weekdays (by the Parks Department) or game continuation will be determined by coaches and on-site field officials.

Cancellations on weekends will be made two (2) hours (when possible) in advance of the first game and the information recorded on the weather hotline immediately thereafter.

Cancellation of club sport games on weekends will be made by the coaches and on site game officials unless previous logistical agreements have been made by the Recreation Staff and team managers.

All game cancellations due to weather conditions will be made according to the Field Cancellation Matrix found as Exhibit 2 to the in the Interagency Field Use Policies (2012).

All weather hotline updates will be the responsibility of the Recreation Department.

*****

BOUNCE HOUSE/INFLATABLES: *amended January 23, 2019, January 22, 2020*

The District desires to provide safe parks and recreational opportunities for all Snyderville Basin residents and visitors. To that end, park patrons and user groups must comply with reasonable standards that promote safety and reasonable enjoyment of the District's parks and public facilities. The following terms and conditions apply to all individuals and groups that utilize a bounce house or similar apparatus at any District facility.

Facility Permit: User must first obtain a facility permit for the use of any public park.

Bounce House Limit: User must inform the District that a bounce house will be used as a part of the event. No more than three (3) bounce house/inflatable structures will be permitted for any one (1) event without the express written consent of the District Director.

Business License: User must select a bounce house company that has a current business license.

Compliance with Policies: Use of the District's parks and public facilities constitute the users' and participants' agreement to abide by all rules, policies, and conditions of the District, subject to all disclaimers stated on the facility permit.

Insurance: Prior to the event, the bounce house company must provide a certificate of insurance to the District evidencing current and valid commercial general liability of not less than two million dollars ($2,000,000) ~~Combined Single Limit~~ per occurrence and four million dollars ($4,000,000) aggregate for bodily injury and property damage from a company authorized to transact the business of insurance in the State of Utah. The insurance company must have an AM Best rating of not less than A 7. The bounce house company must provide an appropriate additional insured endorsement to the insurance policy or policies which contain this exact language: "The Snyderville Basin Special Recreation District, and its officers, employees, agents and volunteers are additional insured's under policy number ___." Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District.

TENNIS AND PICKLEBALL INSTRUCTION: ***amended January 23, 2019***

Approved tennis and pickleball instructors may use District tennis courts at Trailside and Willow Creek Parks for private paid instruction, subject to the requirements of this policy. This policy applies to independent contractors.

Approved Instructors: The District requires that all tennis/pickleball instructors providing lessons be pre-approved by the District. ~~Please contact the District office prior to any instruction on District courts.~~Instructors must reserve court space online.

Court Use: Courts are available on a first-come, first-served basis for use by the general public and by approved instructors, subject to a one (1) hour time limit if anyone is waiting to use the court. Private paid instruction is permitted on only one (1) court per site at a time and approved instructors may not teach back-to-back lessons if anyone is waiting to use the court. A subsequent lesson, even if to a different client, is prohibited if another party is waiting. No private paid instruction will be allowed on the courts when District camps or clinics are scheduled.

Fees: Instructors must pay the District a "court-use fee" when instructing clients. The court-use fee is due at the first of the month. The fee will be evaluated and adjusted annually as appropriate.

Maximum Lesson Size: All lessons must be capped at a 1-3 ratio (one instructor to a maximum of three clients). Should an instructor have more than three (3) clients on the court, written approval from the District must be acquired prior to the lesson.

Insurance: Instructors must provide the District with current insurance and name the District as an additional insured. The certificate of insurance is required before instruction is allowed and is to be kept on file at the Trailside Administrative Office. The District reserves the right to request updated proof of insurance at any time.

Certifications: The District does not require instructors to be certified, it is up to the hiring individual to seek certified instructors if desired.

If at any time an instructor is found not following the rules, the instructor will no longer be allowed to instruct on District courts.

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HOT AIR BALLOONS: ***amended January 22, 2020***

All hHot aA~~A~~ir bBalloon operators wanting to launch on District property must submit an application~~applications **MUST** be completed and submitted to the District by March 1st every year for staff review. Applications received after March 1st may be rejected~~. A damage deposit and non-refundable application processing fee may be required at the time an application is submitted. The District reserves the right to adjust fees.

Each year, the District specifies certain dates that will not be available for balloons to launch at Trailside Park Upper Parking Lot. An applicant must contact the District Administrative Office for a list of prohibited dates for that year.

Insurance: The District requires all applicants carry a policy of General Commercial Liability Insurance. The District requires that each applicant obtain insurance in the amount of no less than two million dollars ($2,000,000) per each occurrence and no less than four million dollars ($4,000,000) ~~general~~ aggregate on each policy. The District must be named as an additional insured on the Certificate of Liability insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. If alcohol will be served (see conditions below), a liquor liability endorsement is also required. A copy of the policy must be provided to the District by April 15th.

Right to Deny: The District reserves the right to reject an application based on past performance of facility use including, but not limited to: failure to follow the District's policies. Failure to follow any of the District's policies may also result in (1) the revocation of the right to use and (2) financial responsibility for park, trail and/or amenity damage, including but not limited to: signs, restrooms, trailheads, benches, and park facilities.

Allowable Limits: Only two (2) hot air balloons may launch from the Trailside Park location at a time. A launch deadline of **no later than 7:00am will be in place from May through September** and a launch deadline of **no later than 9:00am will be in place from October through April.**

5. Proof of local status is required for advanced reservations and to qualify for local user fees.
6. Reservations will be configured in one to two (1-2) hour blocks. All groups are encouraged to arrive on time and leave the facility immediately following their scheduled time.
7. To the extent possible, District personnel will schedule with consideration given to the most efficient use of the facility. For example, baseball and softball may be block scheduled to utilize batting cages.
8. Reservation schedules will be posted on site and online weekly.
9. Person(s) or groups securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean up as needed.
10. Church and civic groups are subject to the same Resident and Non-resident fees published in the Fieldhouse Fee Schedule. The District does not consider fee waivers.
11. Regulations:
    a. **Events Outside Normal Hours of Use:** Extra staff costs will be charged for reservations before or after facility hours.
    b. **Supervision:** All person(s) or groups holding a reservation shall provide supervision at all times. Supervisors(s) must identify themselves as such to District personnel.
    c. **Conduct:** No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on Fieldhouse property. Verbal or physical abuse of District staff or coaches, players, and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the facility immediately.
    d. **Modifications:** Any modification to the facility must first be approved by the District, including but not limited to placement of soccer or lacrosse goals or any temporary structures.
    e. **Damage and Clean-Up:** The reservation holder shall require that all persons it is responsible for (coaches, players, spectators, and others) use the space in a safe, prudent, and responsible manner and only for its usual and intended purpose. The reservation holder shall leave the facility in a clean and orderly condition. All trash shall be disposed of properly.
    f. **Sponsorship:** The reservation holder shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the facility is to be used without the express written consent of the District Director.
    g. **Concessions:** All concessions and fundraising activities conducted on or adjacent to facilities rented in this agreement shall be subject to licensing and permitting through Summit County.
    h. **Alcohol:** No person shall possess or use any alcoholic beverages within the Fieldhouse except as allowed by a permit issued by the County Manager and with the prior written approval of the District Director.
    i. **Drugs**: No person shall possess or use any illegal drugs on Fieldhouse property.
    j. **Pets:** With the exception of certified and designated service animals, no pets allowed unless permitted by special event.
    k. **Noise:** The reservation does not grant permission to amplify sound or music unless approved by District staff.
    l. **Parking**: Parking is not exclusive to Fieldhouse reservation holders.
    m. **Lost and Found**: The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Fieldhouse front desk. Items will be kept a maximum of thirty (30) days.
    n. **Insurance**: User Organization must provide a certificate of insurance to the District prior to using the Fieldhouse. The insurance certificate endorsement must list Snyderville Basin Special Recreation District as an additional insured and provide coverage for a minimum of two million dollars ($2,000,000) ~~Combined Single Limit~~ per occurrence and four million dollars ($4,000,000) aggregate for bodily injury and property damage. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. User Organization agrees to indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys' fees) and other liability because of injury to persons or property arising as a result of or in connection with User Organization's use of the facilities provided under this policy, except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.
    o. **Facility Use Policies**: User agrees to follow all District Fieldhouse policies and accepts responsibility for informing agents of the user of their content. It is understood that the information received may be changed or replaced by other policies and procedures that the District may adopt in the future.

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FITNESS PASS POLICY: ***amended January 23, 2019, January 22, 2020***

Application: Pass holder represents and warrants that all facts stated in his/her application are true and correct and that all children identified therein are legal dependents of the pass holder. The application is incorporated by reference to the agreement.
Payment: All payments to the District are subject to the cancellation policies of the District.
Returned Check Policy: If a check is returned for insufficient funds, the District will submit the check a second time. If the check is returned again, the fitness pass will be terminated and the pass holder will be assessed a handling fee. Pass holder will be required to pay the handling fee prior to acceptance of any future Fieldhouse application.
Fee Guarantee: Pass holder fees may be modified from time to time by the District Board. No fee increase outside the approved fee range will be applicable until both the fitness pass has expired and public notice of the fee increase has been given.
Fitness Pass Cards and Basin App: Pass holder~~s~~ will be issued a card or may download the Basin App to their electronic device, which will entitle the pass holder and appropriate family members to enjoy the benefits of the facility. Pass holder agrees to present the card or use the Basin App for admittance and to be responsible for the proper use of the card and App by all family members. Pass holder agrees that if the card is ~~not presented~~lost or misplaced, then the pass holder will be required to purchase a replacement card or use the Basin App before being admitted to the facility.
Pass Holder Privileges: Pass holders (including spouse and family members, as appropriate) will be admitted to public areas of the Fieldhouse such as the weight room, indoor track, indoor field and gymnasium, and pool and hot tub (during open play periods) at no additional charge. Batting/golf cages, programs, and field rentals will incur additional fees.
Special Events: Pass holder must recognize that the District is required through contractual agreement to host non-athletic special events no less than ten (10) calendar days per year. During these events, regular Fieldhouse hours may be modified or unavailable. Notice of special events, including modified hours or periods of closure, will be posted in the main lobby.
Rules and Regulations: Pass holder must acknowledge that the Fieldhouse operates under rules and regulations established for the safety and protection of patrons and agree to be bound by such, as well as by rules and regulations subsequently approved and posted or published by the District. Rules and regulations of the District are incorporated into the agreement by reference. Facilities, equipment, hours, service, regulation, and policies are subject to change without prior notice, at the sole discretion of the District, and pass holder agrees to accept such changes as a condition of being a pass holder.
Behavior: Pass holder must acknowledge that Basin Recreation's facilities and programs are public and pass holder's behavior impacts other patrons. Should the pass holder behave in a manner that Basin Recreation management deems inappropriate, including but not limited to behavior that is threatening, dangerous, offensive, unsportsmanlike or obscene, any recreation pass or other indicia of authorization to use Basin Recreation facilities may be revoked or suspended and/or participation in any activity may be prohibited.
Age Restrictions: Pass holder must agree to observe the age limitation of fourteen (14) years of age or older for all equipment and District-run classes both inside and outside the Fieldhouse, specifically excepting youth-related classes.
Pass Holder Responsibility: Pass holder must recognize that there are hazards connected with activities at the Fieldhouse. On behalf of the pass holder, spouse, and any dependent designated in pass holder's applications, pass holder knowingly and voluntarily assumes the risk of such hazards. Pass holder must agree to defend, indemnify, and hold the District and its officers, agents, Board, and employees harmless from and against any and all loss, damage, and expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of pass holder or of any spouse or dependent identified on pass holder's application. Pass holder further must agree to release the District and its officers, agents, Board, and employees from any and all liability arising out of injury to pass holder, spouse, or any dependent identified in the application or otherwise supervised by pass holder from and against the same. Pass holder understands that he/she retains complete responsibility for the supervision and safety of the pass holder's child on District property during a fitness class.
Pass Account Holds: Only twelve (12) month passes may be put "on hold" pursuant to a direct request to the facility manager. Holds may be granted for one (1) time only for a minimum of two (2) weeks and a maximum of three (3) months ~~per twelve (12) month pass~~.
Agreement. The signed agreement, pass holder's application, the fee schedule in effect, and the District's rules and regulations in effect and as amended constitute the entire agreement between the pass holder and the District.

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PERSONAL TRAINER POLICY: ***amended January 23, 2019, January 22, 2020***

All personal trainers must enter into the specified Independent Contractor Agreement. Under direct supervision from the Fieldhouse Staff, trainers are responsible for representing and maintaining the standards of the District by educating clients on proper technique and safety, and maintaining an enjoyable atmosphere for all patrons and clients. To that end, the District has adopted the following rules and regulations:

1. All trainers must execute the Personal/Athletic Trainer Agreement prior to conducting any training at the Fieldhouse.
2. Trainers MUST sign-in and out at the front desk upon entering and exiting the Fieldhouse. No exceptions.

CHAPTER 4
SPECIAL EVENT POLICIES

SPECIAL/RESERVED EVENTS ON DISTRICT FIELDS; *amended January 22, 2020*

Hours of Use: Parks are open for use during daylight hours. Special approval from the District must be obtained for use of facilities before or after daylight hours.

Applications: Applications may not be made more than one (1) calendar year prior to the application's event date. Returning events are permitted to apply for the subsequent year immediately following the event, with the understanding that pricing may change. All Field Use applications must include ~~be complete and submitted to the District no less than ninety (90) days prior to the field use for staff review. Applications not submitted within that timeframe may not be granted approval. T~~ the required application fee ~~is due~~ at time of submittal. A damage deposit, plus fifty percent (50%) of events fees is due at least sixty (60) days prior the event. The remainder balance of fees is due fifteen (15) days before the event. Properly completed applications will be processed on a first come, first served basis. Non-refundable processing fees will apply.

Right to Deny: Applicants that fail to meet any of the requirements or fill out an incomplete application will not be processed. The District reserves the right to turn down any application based on past performance, including but not limited to failure to follow the rules and regulations pertaining to the policies set forth at the District's discretion. Failure to follow any District policy may result in (1) revocation of the event, and (2) the applicant being held financially responsible for park and/or field damages, including but not limited to signs, restrooms, benches, and parking facilities.

Supervision: All person(s) or group(s) holding a reservation shall provide field supervision at all times. Supervisors(s) must identify themselves as such to District personnel. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the field in a safe and responsible manner. The applicant shall be liable for any damage (other than ordinary wear and tear) resulting to the fields, including pavilions, restrooms, trailheads, parking areas, schools, and other District property by either the applicant or the persons it is responsible for.

Conduct: No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane, or indecent language while on park property. Verbal or physical abuse of District staff or coaches, players, officials or spectators will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately.

Field Modifications: Any modification to the field(s) must first be approved by the District, including, but not limited to, placement of soccer goals, changing the shape of fields, or setting up any temporary or permanent structures. No temporary tents may be staked on grass areas without prior approval by the District. Staking of temporary tents is prohibited on synthetic fields.

Temporary Signs: Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from park and field facilities, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld. The District and/or the event promoter will post notification of the event one (1) week prior to the event at impacted intersections and access points.

Fees: A damage deposit per field and half of the event fees are due at least sixty (60) days prior to the start of the event. The remaining balance of fees is due fifteen (15) days before the event. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts. The damage deposit will be held in a non-interest bearing account. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Clean-Up: The user shall leave the field(s) and amenities in a clean and orderly condition. All equipment shall be returned to its designated location. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. The following items are NOT permitted at any event on the District property: plastic (any type of plastic that has NO number for recycling), all Styrofoam, and wax or plastic-coated paper.

Waste: Dumpsters and portable toilets may be required based on the size and duration of the event. The duration of the event will also determine if there will be a restroom cleaning fee. The number of toilets required is based upon the maximum number at the event during its peak time. The total number of toilets required will be determined on a case-by-case basis.

Damage: The user shall require that all persons it is responsible for (coaches, players, spectators and others) use the field(s) in a safe, prudent and responsible manner and only for its usual and intended purpose. The user shall be liable for any damage (other than ordinary

wear and tear) resulting to the field(s) and amenities, including pavilions, restrooms and improvements adjacent to the fields by either the user or persons it is responsible for supervising. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the facilities by District staff and compliance with the terms and conditions set forth herein. If needed, field repair and clean-up of facilities will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup.

Insurance: The District requires all applicants to carry a policy of general liability insurance in an amount no less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) ~~general~~ aggregate. The District must be named as an additional insured on the certificate of liability insurance endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the field use.

Cancellations: Field use may be cancelled by the applicant up to sixty (60) days prior to the field use date without penalty. For cancellations within sixty (60) days and not less than thirty (30) days prior to the field use, fifty percent (50%) of the fees shall be refunded to the applicant. For cancellations within thirty (30) days and not less than fourteen (14) days prior to the field use, twenty-five percent (25%) of the fees shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Field use cancelled by the District shall result in a full refund of fees.

Sponsorship: The applicant shall not represent or imply that the District in any way sponsors, supports or endorses the activity for which the field(s) is to be used without the express written consent of the District Director.

Concessions: All concessions and fundraising activities conducted on or adjacent to fields rented in this agreement may be subject to licensing and permitting through Summit County.

Alcohol: No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.

Drugs: No person shall possess or use any illegal drugs on District property.

Pets: Users will keep all pets off any game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six foot (6') leash maximum) and under the control of the owner. Owners must be "in possession" of the dogs (physically holding on to the leash) and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off leash areas which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic turf fields. The District is not responsible for the actions of any dog or owner and reserves the right to ask an owner to remove his/her pet, and self, if any of the above rules are violated.

Noise: The permit does not grant permission to amplify sound or music. No amplified music may be played without written District approval.

Parking: Parking is not exclusive to permit holders. No parking is allowed on grass. Cars parked in posted fire lanes or bus turnouts will be ticketed and/or towed. A parking, shuttling from remote sites, and access plan may be required as part of the application. One (1) parking attendant to notify participants and spectators of where to park is required for every parking lot impacted. If parking rules are not followed and/or if cars are parked illegally, the damage deposit will be forfeited.

Fires: Fires on District property are prohibited, with the exception of propane barbecues.

Safety and Emergency Plan: A safety and emergency medical plan may be required as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size of the activity.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval by these entities will be required where applicable as part of

this process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

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SPECIAL EVENTS AT TRAILSIDE BIKE PARK & SKATE PARK: ***amended January 22, 2020***

The District established these policies for all persons and groups that use Trailside Skate Park and Bike Park trails for special events, and/or commercial outfitting and guiding services. The District requires compliance if events are to be permitted on District-managed trails. The District may alter, change or add any rules it deems necessary to provide the public and citizens of the Snyderville Basin with safe, high quality trails within the Bike Park. Failure to follow these policies or any District policy may result in (1) revocation of the event permit and/or (2) the applicant being held financially responsible for damage to trail amenities such as signs, restrooms, trailheads, benches, parking facilities, etc.

General Policies

Location: Special Events are only permitted at the Trailside Skate Park and~~,~~ Bike Park on the District-designated trails. The District Administrative Office will maintain a current list of designated Bike Park trails.

Event Defined: Activities will be classified as an event if the event has more than ~~fifteen~~ ten (10~~5~~) participants in a twenty-four (24) hour period.

Fees and Charges: All special events conducted at the Skate Park or Bike Park require a permit application fee, event fee and damage deposit. The specific deposit amount is determined in the sole discretion of the District, considering the event impact. Such deposit amount is subject to change after full review of the application and supporting documents. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Submittal Procedure and Permit Deadlines: Applications may not be made more than one (1) calendar year prior to the application's event date except returning events are permitted to apply for the subsequent year immediately following the event. ~~All Skate Park and Bike Park Special Event applications must be complete and submitted to the District no less than ninety (90) days prior to the field use for staff review. One hundred percent (100%) of t~~The required application fee is due at the time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. All necessary information must be provided for an application to be considered complete. Safety and emergency medical plan and certificate of insurance are also due at the time of application to secure the desired dates. A damage deposit, plus fifty percent (50%) of events fees is due at least sixty (60) days prior the event. The remainder balance of the deposit is due fifteen (15) days before the event. Properly completed applications will be processed on a first come, first served basis.

Security Damage Deposit: A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

Deposit Refund/Forfeit: Trails/parks must be clean of debris, trash, markings and other materials immediately following the event. If needed, trail repair and clean-up will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and compliance with terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators, and others) use the facilities in a safe and responsible manner. The applicant shall be liable for any damage resulting to the facilities, including signs, restrooms, benches and other improvements adjacent by either the applicant or any person involved in the event. All trash shall be collected, packed out, and disposed of properly immediately following the event. Recycling is strongly encouraged. Damage deposits may be withheld as provided above. The following items are NOT permitted at any event on District property: plastic (any type of plastic that has NO number for recycling), Styrofoam, and wax or plastic-coated paper.

Approval: The Parks ~~and Trails~~ Manager and/or District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District ~~Board~~ Director for consideration.

Insurance: If the applicant is an organization, for profit or otherwise, or an individual using the amenity for profit, ~~T~~he applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars ($2,000,000) per single occurrence and four million dollars ($4,000,000) ~~general~~ aggregate. The District must be named as an additional insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others, which may include the following: Summit County Planning and Building Department, Summit County Health Department, Summit County Engineer, Park City Municipal, Park City Police, Utah State Highway Patrol, Park City Fire District and the Summit County Sheriff. Approval of these entities will be required where applicable as part of the application process. Applicant must obtain a Mass Gathering Permit from the Summit County Health Department if more than three hundred (300) people are expected for an event.

Safety and Emergency Medical Plan: A safety and emergency medical plan must be submitted as part of this application. All necessary permits must be obtained from the appropriate emergency service providers. At the recommendation of the Park City Fire District, the District may mandate that EMS personnel and an ambulance be on site at the time of the event. This will be determined by the nature and size of the activity. **Helmets are required for all participants for any training, practice, and/or competition run during or before an event occurring at the Trailside Skate Park or Bike Park.**

Parking and Transportation Plan: Parking and access is allowed in designated areas only. A parking, transportation and access plan must be submitted as part of this application. One (1) parking attendant to notify participants and spectators of where to park is required for every fifty (50) people expected at the event. If no parking attendant is supplied, the District will supply one (1) parking attendant for every fifty (50) people in attendance at an hourly rate. This total will be deducted from the security deposit. Parking cones and barricades can be rented from the District.

Right to Deny: Applications that fail to meet the above requirements will not be processed. The District reserves the right to turn down an application based on past performance of an event including but not limited to failure to follow the rules and regulations pertaining to the policies set forth in the special events application.

Cancellation/Reschedule: Events may be canceled by the applicant up to sixty (60) days prior to the event date without penalty. For cancellation within sixty (60) days and not less than thirty (30) days prior to the event, fifty percent (50%) of the permit fee shall be refunded to the applicant. For cancellation within thirty (30) days and not less than fourteen (14) days prior to the event, twenty-five percent (25%) of the permit fee shall be refunded to the applicant. Cancellations made within fourteen (14) days of the event shall not be entitled to refund. Events canceled by the District shall result in a one hundred percent (100%) refund. In the event of extreme weather, poor trail conditions or other scheduling conflicts due to unforeseen circumstances, the event may be cancelled and/or rescheduled in the sole discretion of the District. It is in the applicant's best interest to reschedule if there is inclement weather that creates hazardous conditions for participants or may result in serious damage to the trails and trail amenities.

Regulations

1. **Hours of Use:** The Skate Park and Bike Park are open for use during daylight hours, unless otherwise approved by the District.
2. **Supervision**: All persons associated with the event shall be supervised by the promoter or designee, at all times. The District is not responsible for the actions, inactions, or negligence of the applicant, its agents, designees, volunteers, employees, participants, or spectators.
3. **Conduct:** No person shall engage in fighting, threatening or indecent conduct or use of any abusive, threatening, profane or indecent language while using District trails and amenities. Anyone violating this regulation will be asked to leave the property immediately.
4. **Trail modifications:** Any modifications to the trail(s) must first be approved in writing by the Trails Manager, including but not limited to placement of signs, environmentally friendly race markings, flagging, aid stations or the setting up of any other temporary or permanent structures. Any request for trail modification must be made no less than seventy two (72) hours before the event and, if approved, such modification will only be made by the District's Trail Department unless written permission is granted by the Trails Manager. Permanent course markings are prohibited.
5. **Motorized Vehicles: Motorized vehicles are PROHIBITED** in the Skate Park and Bike Park without written consent from the Trails Manager or District Director. On a case-by-case basis, District owned vehicles may be able to assist events where needed.

Allowable Limits: Events may not occur back-to-back weekends on each of the trail systems identified above, excluding events directly sponsored or co-sponsored by the District.

Event Defined: Activities will be classified as an event if such as more than ~~fifteen~~ ten (10~~5~~) participants in a twenty-four (24) hour period.

Fees and Charges: All Special Events conducted on District trails require a permit application fee, trail fee and deposit for the use. The Board shall adopt administrative fees from time-to-time to offset the costs associated with these events and programs.

Fees for use of open space lands will be determined on the user group classification, the amount of impact and anticipated number of people, participants plus spectators, on the land for the event.

DUMPSTERS / PORTAPOTTIES, IF NEEDED, ARE THE RESPONSIBILITY OF THE EVENT APPLICANT.

NOTE: Public trails ***will not*** be closed for events. Production and placement of cautionary signage may be required of the event promoter. District staff and/or event promoter will post notification of the event one (1) week prior to the scheduled event at trailheads, intersections and access points that are directly impacted. Permanent course markings are prohibited. Local and Out-of-Area For Profit Nordic and Snowshoe events will be charged an hourly grooming fee after completion of the event. Upon request, a trail may be groomed prior to the event at an hourly rate.

Submittal Procedure and Permit Deadlines: Applications may not be made more than one (1) calendar year prior to the application's event date. ~~Applications for special events on the District's trail system must be submitted ninety (90) days prior to the event date. One hundred percent (100%) of t~~The application fee is due at time of submittal. Applications that have not paid one hundred percent (100%) of the application fee are considered incomplete and will not be processed. Properly completed applications will be processed on a first come, first served basis. All applicable information listed below must be provided as part of the application and for an application to be considered complete. A deposit, plus fifty percent (50%) of the trail fees is due sixty (60) days prior to the event. The remainder of the balance of trail fees is due fifteen (15) business days before the event. Letters of permission, safety and emergency medical plans and certificate of insurance is also due at the time of application to secure the desired dates. All proposed events must comply within the boundaries as described by the District.

Letters of Permission: The applicant must obtain a letter of permission from each property owner impacted by the event. Special events must occur on trail corridors as directed by the District.

Security Damage Deposit: A damage deposit must be paid to the District to be held in a non-interest bearing account. The deposit amount will be determined at the sole discretion of the District at the time of approval, with consideration given to the scope and scale of the event and its potential impacts.

Deposit Refund/Forfeit: Trails must be clean of debris, trash, markings and other materials immediately following the event. If needed, trail repair and clean-up will be completed by District staff and charged against the damage deposit at an hourly rate to cover the cost of labor, materials and equipment. The District reserves the right to determine whether or not the deposit will be returned based on a post-event inspection of the course by District officials and compliance with the terms and conditions set forth within the special events policy and permit. If damages exceed the deposit amount, the applicant will be held liable for any remaining costs associated with repair or cleanup.

Approval: The Trails & Open Space Manager and/or District Director must approve all proposed events. If there is a special circumstance that arises with respect to dates, number of allotted events on any given trail, fees charged by District or an exception to trails approved for event use as part of the special events policy and permit, a request may be submitted to the District Director for consideration.

Insurance: If the applicant is an organization, for profit or otherwise, or an individual using the amenity for profit, t~~T~~he applicant will be required to carry a policy of general liability insurance in an amount no less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) ~~general~~ aggregate. The District must be named as an additional insured on the Certificate of Liability Insurance Endorsement. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. A copy of the policy must be provided to the District thirty (30) days prior to the event.

Additional Permitting: This is not a Summit County permit. The applicant is responsible for acquiring all necessary permits from various government entities, landowners and/or others which may include the following: Summit County Planning and Building

10. **Pets:** Dogs must be leashed and under the control of the owner at all times.
11. **Noise:** The permit does not grant permission to amplify sound or music. Special permission may be granted by the District based on the type of event, time and place an event occurs. All events must comply with the Summit County Noise Ordinance.
12. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the District office, 5715 Trailside Drive. Items will be kept a maximum of thirty (30) days.
13. **Temporary Signs**: Production and placement of cautionary signage may be required of the event promoter. All signage must be removed from trails, city and county roads, public or private property within twenty-four (24) hours of the end of the event. Failure to timely remove signage may result in a portion of the damage deposit being withheld.

Terms and Conditions

1. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of, or connected in any way with the use of District trails. The applicant shall require that all persons it is responsible for (participants, volunteers, spectators and others) use the park in a safe and responsible manner.
2. Applicant accepts the condition of the trails prior to and for the duration of the event and hereby agrees to indemnify and hold harmless the District, its directors, officers, agents, employees and representatives from and against any and all claims, damage, loss, expense, injury or death and from all causes of action or causes of suit arising out of or connected directly or indirectly with the use of the facilities by the applicant.
3. Applicant shall reimburse the District for all damages to the facilities and/or property resulting from such use other than ordinary wear and depreciation.
4. Applicant agrees to obey all rules and regulations of the District.
5. Applicant shall provide adequate supervision and shall be responsible for improper conduct of the volunteers, employees and participants during the event.
6. Applicant agrees that the use of the facilities and this permit shall be revocable by the District at any time.

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PARK ROOM RENTAL: ***amended January 23, 2019, January 22, 2020***

Terms & Conditions

1. The Park Room is available to government organizations, private citizens of the Snyderville Basin, charitable and nonprofit organizations, and other groups when the room is not being used by the District or its various committees and boards. Reservations will be accepted according to priority of use and fee schedule adopted by the District.
2. ~~To ensure meeting facilities are available to a broad range of community members, no long-term sequential reservations will be considered.~~District use takes priority. The District will work with parties that have long-term sequential rentals in the event of a conflict.
3. The Park Room will not be available for purely social functions (birthday parties, receptions, etc.).
4. The individual who applies for a reservation must be at least eighteen (18) years old and will be responsible for those in attendance and the care of the room and furnishings. The District will hold the applicant financially liable for any damage to District property that occurs during the meeting. Failure to comply with the general rules below may result in loss of damage deposit and denial of future meeting room use for both the applicant and the group using the room.
5. Set up and clean-up is the responsibility of the reservation holder and is to be done by the applicant during the reservation period. Applicant must notify the District in advance if removal of tables and chairs is requested.
6. Groups are responsible to keep and leave the area clean or forfeit their damage deposit. Excess garbage must be bagged and deposited in park dumpsters.
7. Use of microphones and other standard audio visual equipment is permitted within the building during the scheduled time providing their use does not interfere with District business activities. All audio/visual equipment must be provided by the applicant.
8. Light refreshments (beverages, cookies, sandwiches, etc.) are allowed.
9. No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
10. No unlawful activities, inappropriate use of the room, or inappropriate conduct will be tolerated. Users will be required to vacate the premises for any violation. Future privileges may be revoked should any of these activities occur.
11. The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Trailside Administrative Office. Items will be kept for a maximum of thirty (30) days.

12. The following guidelines are provided to assist patrons in caring for the building while they enjoy its amenities:
    a. No glitter or paint is to be brought into the building unless flooring covering is provided by the applicant.
    b. No open flames in or out of the building. This includes burning candles, potpourri, incense, etc.
    c. The applicant is responsible for provision of dishes, utensils, dishtowels, napkins, tablecloths, etc.
    d. Children under eighteen (18) years of age must be under the supervision of an adult.
    e. Nothing may be fastened or affixed to the walls, ceilings, or floors in any manner. No nails or tacks in the woodwork or walls.
    f. Removal of pictures, plaques and other objects for the purpose of redecorating is prohibited.
    g. The applicant is responsible to leave the room in a clean, orderly condition. This includes returning chairs and tables to an orderly arrangement, picking up and disposing of garbage, and removal of any tape.
    h. If thermostat has been adjusted, return setting to sixty-five (65) degrees.
    i. Meeting room and interior/exterior lights must be turned off.

13. Building keys may be picked up no earlier than two (2) business days prior to the reservation.
14. User must lock and check exterior doors to be sure the building is secure.
15. User must place key in key box near exit door after hours or return to office staff.

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PAVILION RENTAL: ***amended January 23, 2019; January 22, 2020***

Terms & Conditions

1. The District will accept park pavilion reservations beginning April 1 for time between May 15-October 15 of the current year. Reservations must be made twenty-four (24) hours in advance.
2. All park pavilion reservations must be paid for before the date and time can be reserved..
3. The Applicant must reserve sufficient time for set-up and clean-up during the reservation period.
4. Groups are responsible to keep and leave the area clean or forfeit their damage deposit. Excess garbage must be bagged and deposited in park dumpsters.
5. In an effort to provide more opportunities for park users to make reservations, multi-day pavilion rental requests will not be granted.
6. In the event of inclement weather that causes the event to be cancelled in its entirety, the applicant may apply for a refund within seven (7) days of the cancelled event.
7. No amplified music may be played without prior approval by the District.
8. No temporary tents may be staked on grass areas.
9. Dogs must be leashed. Dog owners are responsible for clean-up after their pets. Dogs may not be tethered to trees or park equipment.
10. The District is not responsible for personal property that is lost or stolen. A “lost and found” is maintained at the Trailside Administrative Office. Items will be kept for a maximum of thirty (30) days.
11. Motorized vehicles may NOT be driven within any park. District trails are also intended for non-motorized use only.
12. Before any concessions shall be permitted, a license or permit shall be approved and purchased through Summit County.
13. Fires within park boundaries are prohibited, with the exception of propane barbeques provided by the Applicant.
14. Overnight camping is prohibited within park boundaries, unless prior written approval from the District is received.
15. No person shall carry or discharge firecrackers, rockets, or any other explosives within park boundaries. Firearms are prohibited with the exception of law enforcement personnel engaged in official duties.
16. No person shall possess or use any alcoholic beverages on District property except as allowed by a permit issued by the County Manager and with prior written approval of the District Director.
17. No person shall engage in fighting, threatening, or indecent language while on park property.
18. No person shall possess or use illegal drugs within the park boundaries.

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FIELDHOUSE SPECIAL EVENT POLICIES: ***amended January 23, 2019, January 22, 2020***

Definitions:

1. **Special Event:** Any proposed activity that is deemed by the Fieldhouse Manager to be a non-traditional use of the Fieldhouse facility. Special Event reservations will be subject to additional review and more elaborate permitting requirements.

~~2.~~1. ~~**Stakeholder:** Any team or organization within the Park City School District (PCSD) boundaries that utilizes District facilities and meets the criteria below. If a team or organization fails to meet any of these criteria, it will no longer be considered a stakeholder and will no longer be entitled to stakeholder consideration for facility use:~~

~~a. At least seventy-five percent (75%) of the team or organization's participants reside in the PCSD.~~

~~b.~~a. ~~Stakeholders work toward equitable facility use for all organizations or teams through full attendance at periodic stakeholder organizational meetings, and through resolving problems on site.~~

~~3.~~2. **Private Groups, Local:** Groups comprised of citizens that reside *within* the combined jurisdictions of the District and the incorporated area of Park City.

~~4.~~3. **Private Groups, Out of Area:** Groups comprised of individuals residing *outside* the combined jurisdictions of the District and the incorporated area of Park City.

The Board shall adopt administrative fees from time-to-time to offset the costs associated with these policies and programs.

Purpose

The District Board established these policies for all persons and groups that use the Fieldhouse facilities for Special Events. The District may alter, change, and add any rules it deems necessary to provide the public and all citizens of the Snyderville Basin area high quality and safe facilities. Failure to follow these policies or any District policy could result in (1) the revocation of programs or special event privileges for the individual or group, (2) financial responsibility of the individual or user group for damages, and/or (3) the loss of use of any District facility.

Scheduling & Reservations~~**General Policies**~~

The District believes that it is in the best interest of all users to define scheduling priorities for use of the Fieldhouse.

1. Programs and special events sponsored by the District will take first priority. In accordance with CC&R's of the Newpark Development, the District will utilize the Fieldhouse facility for a minimum of ten (10) days per calendar year for non-athletic events such as concerts and conventions.

2. Reservations for Stakeholder activities will take second priority. A **Stakeholder is defined as:** a ~~A~~ny team or organization within the Park City School District (PCSD) boundaries that utilizes District facilities and meets the criteria below. If a team or organization fails to meet any of these criteria, it will no longer be considered a stakeholder and will no longer be entitled to stakeholder consideration for facility use:

   a. At least seventy-five percent (75%) of the team or organization's participants reside in the PCSD.

   b. Stakeholders work toward equitable facility use for all organizations or teams through full attendance at periodic stakeholder organizational meetings, and through resolving problems on site.

   c. Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.

   d. Tournaments and qualified special events may be scheduled up to twenty-four (24) months in advance, in accordance with the special events application and polices set forth below.

~~2.~~3. Reservations for Local Private Groups (non-stakeholders) will take third priority. Scheduling requests may be submitted up to four (4) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.

4. Reservations for Out-of-Area Private Groups will take fourth priority. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.

players, spectators, and others) use the space in a safe, prudent, and responsible manner and only for its usual and intended purpose. The reservation holder shall leave the facility in a clean and orderly condition. All trash shall be disposed of properly.

f. **Sponsorship:** The reservation holder shall not represent or imply that the District in any way sponsors, supports, or endorses the activity for which the facility is to be used without the express written consent of the District Director.

g. **Concessions:** All concessions and fund-raising activities conducted on or adjacent to rented facilities shall be subject to licensing and permitting through Summit County.

h. **Alcohol:** No person shall possess or use any alcoholic beverages within the Fieldhouse except as allowed by a permit issued by the Summit County and with the prior written approval of the District Director.

i. **Drugs:** No person shall possess or use any illegal drugs on Fieldhouse property.

j. **Pets:** No pets allowed unless permitted by special event.

k. **Noise:** The reservation does not grant permission to amplify sound or music unless approved by District staff. Events shall not violate the Summit County Noise Ordinance.

l. **Parking:** Parking is not exclusive to Fieldhouse reservation holders.

m. **Lost and Found:** The District is not responsible for personal property that is lost or stolen. A "lost and found" is maintained at the Fieldhouse front desk. Items will be kept a maximum of thirty (30) days.

Events that expect large traffic volumes should plan to provide traffic/parking management.

It is the applicant's responsibility to contact agencies that may be involved in the permit, inspection, sales, convenience, or assistance process connected with the event. Those agencies may include, but not be limited to: Park City Fire Service District, Summit County Planning Department, Summit County Health Department, Summit County Sheriff, Summit County Commission, and Alcoholic Beverage Control Commission.

Applicant/organization must provide a certificate of insurance to the District prior to using the Fieldhouse. The insurance certificate endorsement must list the District as an additional insured and provide coverage for a minimum of two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) ~~general~~ aggregate. Such endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the District. This insurance requirement will not apply to small groups hosting birthday or similar parties with twenty-five (25) participants or less. All applicants/organization, regardless of size, must indemnify, defend and hold the District, its officers and employees harmless from any and all claims, losses, costs (including attorneys' fees) and other liability because of injury to persons or property arising as a result of or in connection with applicant/organization's use of the facilities except to the extent such claims, losses, costs and other liability result solely from the negligent acts or omissions of the District.

The person signing for the applicant must be authorized to bind its organizations. The applicant will inform its organization officials of the terms of this permit and shall require them to abide by its terms. Any amendment, modification, termination, or rescission affecting the permit shall be made in writing and signed by the parties. The applicant/organization shall not assign or transfer any rights under this permit without first obtaining the prior written consent of the District.

The applicant/organization acknowledges that the District's responsibility in scheduling the Fieldhouse is solely to provide coordination between reservation holders. The District will make every attempt to provide unencumbered times for use during the reservation period.

The applicant/organization must agree to follow all District Fieldhouse Policies. The applicant/organization must acknowledge receipt and understanding of the District's Fieldhouse Policies, and accept responsibility for informing agents of the applicant/organization of their content. It is understood that the information received may be changed or replaced by other policies and procedures that the District may adopt in the future.

Applicant must assume complete responsibility for individuals involved with the applicant/organization (whether employees or volunteers).

Effective January 10, 2018

PERSONNEL POLICIES

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

5715 TRAILSIDE DRIVE
PARK CITY, UT 84098
435-649-1564
435-649-1567 (Fax)
www.basinrecreation.org

the policies and to, exercise caution in copying materials and avoid disseminating fragmented portions of these policies. Issues needing clarification should be referred to the Personnel Director.

5. As used in the manual:

   a. The words "shall" or "will" are to be construed as mandatory and the word "may" as permissive;

   b. Any reference to a specific gender shall be construed to include ~~both~~ any gender~~s~~.

C. **Applicability of Policies and Procedures**:

The policies and procedures set forth herein shall apply to all personnel, except where specifically excluded within the text of individual contracts or elsewhere in this document. If lawful and applicable federal or state governmental regulations concerning elected and appointed officials are contrary to these policies, such governmental regulations shall have precedence. These policies and procedures do not apply to members of boards and commissions, persons engaged under contract to supply professional or technical services, and volunteer personnel who receive no or nominal compensation from the District.

D. **System Standards**:

The system standards subscribed to by the District shall conform to the following:

1. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skill levels, including open consideration of qualified applicants for initial appointment.

2. Providing equitable and adequate compensation.

3. Educating employees as needed, to assure high quality performance and justify reasonable performance standards.

4. Normally, retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected or corrected in a timely manner.

5. Assuring non-discrimination for applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, age, military status, disability, sexual orientation, gender identification, and with proper regard for their privacy and constitutional rights as citizens.

6. Providing information to employees regarding their political rights and

SECTION 3 - ADMINISTRATION

A. Administration of Policies

The day-to-day management of personnel activities and operations within the District is the responsibility of the District Director under the direction of the Board. The District Director shall coordinate with the Personnel Director in managing all aspects of the personnel management system and enforce all policies and procedures which shall include but not be limited to:

1. The administration of the classification and compensation plans.
2. The administration of a system of employee performance management.
3. Notification of vacancies, recruitment, and selection processes.
4. Procedures involving the training and disciplining of employees.
5. Maintenance of all personnel records and actions.
6. Promotions, demotions, suspensions, and separations.
7. Reassignments and reclassifications.
8. Make reasonable and practical interpretations in the absence of precedent regarding the meaning and intent of policies, procedures, etc.
9. Other actions as prescribed by District rules, regulations, policies and procedures.

B. Personnel Committee

In order to review policies and procedures, job descriptions, grievances, and other items of personnel nature, the Board shall establish a Personnel Committee (PC) as a subcommittee of the Board.

1. General Organization: The PC shall be comprised of the Personnel Director and three (3) members of the Board appointed by the Chair.
2. Chairperson: In grievance proceedings, t~~T~~he Personnel Director shall be the chair, but shall be a non-voting member of the PC. A board member can serve as chair for meetings other than grievance proceedings.

d. Recommending salary adjustments, promotions, transfers, and termination of employees under existing District policies;

e. Scheduling vacations, lunch, and rest breaks;

f. Approving reimbursement of employee expenses;

g. Controlling absenteeism and tardiness and approving requests for time off;

h. Verifying employee time records and approving overtime when necessary;

I. Recommending job elimination when appropriate;

j. Complying with applicable federal and state laws and regulations concerning employee safety;

k. Maintaining neat and orderly work areas;

l. Implementing all policies and procedures; and

m. Ensuring that all rules and regulations are observed by employees.

4. Nothing in this policy should be considered as a contract or promise, express or implied, to employees that supervisors will in each case perform any or all of the activities described above, or that such activities will be performed uniformly in each case.

E. Official Personnel Records: *Amended January 22, 2020*

1. It is the policy of the District to maintain personnel records for applicants, employees, and past employees in order to document employment related decisions, evaluate and assess policies, and comply with government record keeping and reporting requirements.

2. The District strives to balance its need to obtain, use, and retain employment information with each individual's right to privacy. To this end, it attempts to restrict the personnel information maintained to that which is necessary to conducting District business or which is required by federal or state law or County ordinance.

3. The ~~Personnel Director~~District Administrator or designee is responsible for overseeing the record keeping for all personnel information and will specify what information should be collected

and how it should be stored and secured. The Personnel Director will have access to these records upon request. According to law, all medical files shall be maintained separate from other personnel records. In addition, verification of prior employment and reference checks are maintained separately from other personnel records.

4. Employees have a responsibility to make sure their personnel records are up to date and should notify ~~the department manager, District Director, and/or~~ the District Administrator of any changes in at least the following:

   a. Name;

   b. Address;

   c. Telephone number;

   d. Marital status (for benefits and tax withholding purposes only);

   e. Number of dependents;

   f. Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only);

   g. Beneficiary designations for any of the District's insurance, disability, and retirement plans;

   h. Persons to be notified in case of emergency.

5. Personnel records shall contain, as appropriate:

   a. Record of application for employment and employment eligibility certification (I-9);

   b. Reference to transcripts of academic preparation;

   c. Performance evaluation ratings;

   d. References to any formal reprimand, corrective action or commendation;

   e. Records of actions affecting employee salary, status, or standing;

   f. Leave records; and

g. Any other information felt to be pertinent by the department manager, District Director, Personnel Director or employee.

6. The District will, upon written request, supply the employee with a copy of any document it places in the employee's file.

7. An employee has the right to review, upon written request, the contents of their personnel record as governed by law and may challenge any information contained in the official personnel record, but may not remove any of its contents. All challenges must be directed either to the Personnel Director, ~~and~~ District Director, or District Administrator.

8. If a disciplinary action is rescinded or disapproved upon appeal, all forms, documents, and records pertaining to the case shall be removed from the personnel record and destroyed.

9. Personnel records are private data and available for review only to the employee and persons authorized by law or as determined by the District Director to have a legitimate "need to know." A log or record of those reviewing personnel records and information shall be maintained together with the reasons for access to the records. All requests for reviews of personnel records shall be in writing and review shall be done in the presence of the District Director or their designee.

10. Requests for Information:

Information and records management shall be conducted in a manner consistent with the Utah Government Records Access & Management Act (GRAMA), as amended within the Utah Code. Any person requesting information or documents under GRAMA must submit a written request on an approved form, detailing the specific information or document requested and the number of copies. Any request asking for information regarding verification of employment, including name, gender, gross compensation, job titles, job descriptions, business addresses, business telephone numbers, numbers of hours worked per pay period, dates of employment, relevant education, previous employment, and similar job qualifications of present employees, shall be directed to the District Director and shall be deemed public information as provided by Utah law, unless otherwise classified.

~~Any request for information regarding a reference check on a former or current employee shall be forwarded to the District Director or their designee, who shall issue a response similar to employment verification. Under no circumstances shall character judgments be issued during these requests.~~

Any GRAMA request seeking information which can be classified as private, controlled or protected under the provisions of Utah Code §63-2-302 through §63-2-304, shall be first referred to the Summit County Attorney's Office for review. The County and/or District reserves the right to assess a fee to cover the costs of reviewing, collecting, and copying information requested under GRAMA.

Any request for information regarding a reference check on a former or current employee shall be forwarded to the District Director or their designee, who shall issue a response similar to employment verification, consistent with the Operational Policies. Under no circumstances shall character judgments be issued during these requests.

11. Records Retention: All active employee files shall be kept up to date and the content of the file must be relevant to some aspect of current employment and work history. All records related to inactive or terminated employees shall be retained as required by law. For complete and accurate records of all medical examinations required by the law and records of any personal or environmental monitoring of exposure to hazardous materials - such records are required by OSHA to be retained for 30 years.

F. "At-will" Confirmation

Nothing in this manual should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that the District has implemented or will implement in the future. Accordingly, the District retains the right to establish, change, and abolish its policies, practices, rules and regulations at will, and as it sees fit.

G. Savings Clause

If any provision of these policies and procedures or the application thereof is found to be in conflict with any state or federal law, the conflicting part is hereby declared inoperative to the extent of the conflict, but such conflict shall not affect the operation of the remainder of these policies and procedures or any of its application.

3. Final candidates for any position may be required to undergo chemical screen testing to determine the presence of chemical substances in the body. Subject to the ADA, any applicant who tests positive, tampers with or adulterates their sample may be disciplined according to these policies and procedures and state law (*see* Drug Free Work Place policy, Utah Code §34-38-8, District Policies and Procedures, Section 12, paragraph H, subparagraph 6).

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E. Employment Eligibility Verification:

In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of undocumented workers, the District Director shall establish an employment verification system, and shall verify that all applicants for vacant positions or persons hired to fill vacant positions are authorized to work within the boundaries of the United States.

1. The District ~~Director~~ Administrator or designee shall complete or have completed Immigration and Naturalization Service Form I-9 prior to or on a hired employee's first day of work and verify work eligibility through examining such documents as a United States Passport, birth certificate, social security card, driver's license, ~~or~~ an alien identification document or other qualifying documentation.

2. Employees must also attest in writing that they are authorized to work in the United States. Forms and all written verifications shall be kept along with other personnel records and shall be kept in accordance with the Utah State Records Management Act. These documents shall be made available to the Immigration and Naturalization Service or the Department of Labor as requested.

F. Hiring Procedures: *Amended January 23, 2019, January 22, 2020*

1. When a position opens or a need arises to create a new position or fill a vacancy for a full-time position or an enumerated year-round part-time position, the District Director shall notify, in writing, the Personnel Director and Board of recruitment needs. Notification shall be accompanied by the position title and a description of the duties, responsibilities and required knowledge, and skills. Minimum qualifications for education and experience shall be outlined for recruited positions. Authorization to hire individuals must be in accordance with Section 4, paragraph A of the District Personnel Policy and Procedures Manual.

2. Advertisements will be placed only by the District Administrator or their designee. Upon being given approval to recruit and receiving signed documentation from the District Director authorizing the creation of a position, the District Administrator or their designee shall prepare,

advertise and post the opening where ~~all~~ District employees will be made aware of the opportunity. First consideration in filling the vacancy for all merit positions will be given to District employees who qualify. Current employees interested in the position must apply within seven (7) calendar days of the posting date. All in house recruitment shall be posted in the District offices and designated locations. If the same position is being recruited for multiple times within the span of one year of the first in house advertisement, the in house posting requirement is waived.

3. Following the in house posting, if the position is not filled by promotion or transfer, the community and labor market shall become the object of an appropriate recruitment effort. All applications will be received by the District Administrator or their designee. Outside applications will be accepted for a minimum of seven (7) calendar days. If necessary, outside recruitment may be extended as needed to attract sufficient qualified applicants.

4. Upon closing the community and labor market recruitment the District Administrator or their designee shall review all applications to determine those that meet the minimum qualifications. Those applicants who meet minimums shall then be ranked by using a formal system for rating applicant training, education and experience, etc. The rated list then constitutes the certified list of eligible applicants and a hiring register for the recruited position and functionally similar positions within the District. The certified eligible list for the advertised position shall remain active for six (6) months.

5. Upon ranking the applicants, the finalists for the position will be determined and the scores will be submitted to the department manager. In the case of full-time positions, the finalists for the position shall be selected from the scores and submitted to the District Director.

    a. The department manager or their designee(s) will conduct the interviews. Upon the selection of the individual to be hired the department manager shall submit the name of their choice and proposed salary in writing to the District Director and District Administrator for the development of a formal employment offer and processing. No offer is final until approved by the District Director.

6. Before extending a conditional offer of employment to the finalist, the District Administrator will secure the following:

    a. Signed documentation by the District Director and department manager if a new employee is hired or a current employee is promoted to an amount higher than the starting wage for that position.

any undue prolongation of the period designed to thwart merit principles. The employment relationship may be terminated at any time during the new hire orientation period, with or without notice, and with or without cause, by either the employee or the District.

ii) During the new hire orientation period, all benefits accrue. In the case of vacation benefits, they accrue but cannot be used until the completion of the orientation period, without approval of the District Director.

iii) At the close of the orientation period, the department manager shall submit the new employee's written evaluations and may recommend up to a 3% increase for the new employee.

b. Career Ladder Adjustment: Employees participating in a Career Ladder Adjustment will not participate in an orientation period.

c. Promoted or Transferred Employee Orientation: During the promoted or transferred employee orientation, the supervisor shall conduct a written performance review at least monthly to coach the employee in the new job duties, apprise the employee of their suitability for the position, and determine the employment action to be recommended to the District Director. Promoted or transferred employees who fail to demonstrate competence and/or compatibility with the new assignment within the six (6)-month orientation period may be reassigned to the same or equivalent position with the equivalent pay and tangible benefits previously held if one is available. Reassigned employees shall have all rights of appeal and due process as defined by policy and procedures. There shall be no orientation period increase at the completion of a promoted or transferred employee orientation period.

SECTION 6 - EMPLOYMENT STATUS

A. **Applicability: *Amended January 23, 2019***
All merit employees, officers, and other personnel not exempted herein, who prior to the effective date of these policies and procedures, have successfully completed the orientation period; (see item F below) are deemed to be fully covered employees under these personnel policies and procedures.

B. **Merit Exempt Positions:**
It shall be the policy of the District to comply with the County Personnel Management Act as provided in Utah Code Ann. §17-33-1 *et. seq.* (1953 as amended). The following types of positions have been designated as being exempt from the provisions of the personnel system. ~~The Personnel Director will specify, in writing, those positions which fall under the exempt categories listed below.~~ Exempt positions should be reviewed annually to determine whether or not their exempt status should be withdrawn based on changes of duties and related factors. Written employment agreements with the District Director may include applicable policies and procedures. Workers in such positions are "at will" and may be separated from employment for reasons other than cause.

1. District Director;

2. Each department manager charged by the District Director with the responsibility of assisting to formulate and carry out policy matters;

3. Members of policy, advisory, review, and appeal boards, or similar bodies who do not perform administrative duties as individuals;

4. Attorneys serving as outside legal counsel, special advisors, and any person employed to make or conduct a temporary and special inquiry, investigation, or examination on behalf of the District Board or Governing Body;

5. Each employee appointed to perform:

    a. Work that does not exceed three (3) years in duration, or

    b. Work with limited funding;

6. Bona fide independent contractors;

7. Temporary and seasonal employees as defined in paragraphs C and H below;

8. Contractual personnel hired to perform time limited services requiring specific professional skills and abilities. Employment contracts shall not

capable of giving proper notifications but does not inform the supervisor, shall be deemed to have resigned and shall be informed of the same in writing by the department manager.

H. **Reinstatement/Rehire:**

Former employees, who left voluntarily, and in good standing, may be reinstated to a vacant position only when their qualifications and ability indicate a potential for performance which would clearly exceed expected performance of current, and promotable employees. Previous District experience may be taken into consideration in determining placement of the employee on the District's salary schedule and accrual of benefits if the rehire or reinstatement occurs within one (1) year from the date of separation. The restatement/rehired employee shall be required to observe the waiting period before being placed on the District's offered insurances. If a reinstated/rehired employee returns to District employment within three (3) months of their separation date, there shall be no change in their vacation accrual date. If the employee returns to work after three (3) months, they shall lose at a minimum one (1) year of accrual for vacation.

I. **Transfer:** ***Amended January 23, 2019***

A transfer is defined as a move from one department to another, and should not be confused with the managerial function or moving personnel from one office to another within the same department by promotion, demotion, or reassignment.

Transfer is also a method of filling a vacant position through transfer of an interested, qualified employee already working for the District. ~~When a position becomes vacant in any department, other District employees are free to make application for the position without hindrance from any supervisors for a seven (7) calendar day period prior to open recruitment. (See Section 5)~~ However, employees are encouraged to visit with their department manager before making such application. Transfers must be approved by the District Director. A transferring employee must qualify for the job to which they are transferring. A transferred employee shall retain all accumulated sick and annual leave. A transferring employee may suffer a loss of base pay due to budget constraints and if, in the opinion of the department manager, the transferring employee lacks job knowledge and/or competency equal to employees in the same job classification, whose pay would be less than that of the transferred employee. ~~A notice of the job opportunity shall be posted in the District offices and other designated locations describing the position. This notice shall include:~~

~~Job title, and a brief description of the duties;~~

~~Experience and/or education requirements;~~

~~Wage scale;~~

~~Closing date.~~

E. New Hire Increases

~~New employees at the completion of their orientation period, shall be assigned a merit review date which coincides with the established performance review policies of the District.~~ New employees who successfully complete their orientation period and receive the orientation period increase shall not be eligible for any other merit increase until they have reached their one (1) year anniversary date of employment. All other merit increases shall be conducted and evaluated as provided in this chapter.

F. Overtime

Employees covered under the overtime pay provisions of the Fair Labor Standards Act (29 U.S.C. chapter 8 and P.L. 99-150, 1985 as amended), will be credited with overtime for all hours worked over forty (40) in a work week. Two (2) seven (7) day periods will correspond to the District's pay period. Time taken as vacation leave, sick leave, funeral leave, compensation time, holiday leave, etc., shall not be counted as hours worked for the purpose of calculating overtime.

It is the District's policy to discourage the accumulation of overtime. Supervisory personnel should organize their department workload to avoid the need for overtime. Overtime will be permitted where circumstances allow no other alternative and should be kept to a minimum. Overtime work must have the prior approval of the District Director, department manager or immediate supervisor who shall keep complete records concerning overtime and any compensation thereof. Any time worked over forty (40) hours in any defined work week by an FLSA covered employee, which the supervisor has approved of, is aware, or "suffered" to be worked, shall qualify as overtime. The following rules apply to the accumulation and compensation of overtime.

1. Positions defined as FLSA exempt as outlined in Section 6, paragraph G, are not eligible for overtime.

2. For all non-exempt, FLSA covered employees, overtime shall be paid and/or all comp-time accrued at the rate of time and one half (1 1/2) the regular rate of pay for all hours worked in excess of the forty (40) hour work week. **It shall be the regular practice of the District to pay overtime in the pay period in which it is earned.** However, if authorized by the District Director, an employee may be allowed to accumulate up to a maximum of forty (40) hours compensatory time per calendar year.

3. Every department shall be required to request overtime and comp time, during the District's budget session. The District shall then be allowed to utilize overtime and comp time up to the amount approved by the Governing Body in the budgeting process. Records of overtime hours worked shall be maintained by the District for all employees and shall be

retained as required by law.

4. When call-out occurs, as in the case of emergencies, the District shall pay a minimum of one (1) hour when called out to work other than their regular work schedule.

5. All time spent in training, in conferences, at workshops, meetings, etc., when such attendance is required by the District, shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.

6. All comp time shall only be paid out in the final pay period of the year it was accrued.

7. An employee who has accrued comp time shall, upon termination of employment, be paid for all unused comp time.

8. "Compensatory time" and "Compensatory time off" are defined as hours when an employee is not working and which are paid at the employee's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid.

9. Vacation, sick leave, comp time, holiday leave, and funeral leave shall not be used to obtain overtime. Overtime shall only be paid for actual hours worked.

G. **Separation Pay: *Amended January 22, 2020***

When employees separate their employment, they shall be required to return all District property and to clear all financial obligations prior to receiving their final pay check. Any obligations not cleared shall be deducted from their final pay check. The District shall issue~~employee shall have the option of:~~

~~1. Either extending their separation date to a time when all vacation and all comp time will be used;~~

~~Request~~ a final check, which will include all vacation, and all comp time earned, when they actually work their last day for the District.

~~In the event the separation date is extended, as outlined in option 1 above, all benefits, will continue through the final check. If a lump sum check is requested, as outlined in option 2, o~~Only F.I.C.A. tax and retirement benefits will be paid on that check, except retirement is not paid on the vacation payout. The District Administrator shall determine the amount of separation pay to which the employee is entitled. In the event of the death of an employee, final payment ~~under option 2~~ shall be made to the employee's beneficiary.

Director. This is not to be confused with Out of Classification Assignments (Paragraph L~~M~~ above)

N. Pay Progression

Progression through the various pay grades within the salary and wage scale shall be based upon the recommendation of the department manager and District Director, with the approval of the Personnel Director. In making recommendations for pay progression, the department manager and District Director shall adhere to District policies and procedures, performance, level of competence, and job knowledge. Such pay progression shall be accomplished within the current budget as approved by the Governing Body.

Salary increases shall be limited to cost of living, merit, market adjustments, and progression from one District position to another. Salary increases are not a vested right of any employee.

Upon achieving the maximum of the pay range, the employee shall still be eligible for Cost of Living increases, market adjustments to the pay plan, and consideration for performance incentives.

O. Performance/Incentive Awards & Bonuses: *Amended January 23, 2019, January 22, 2020*

In order to promote exceptional or outstanding services and recognize those occasions where services are rendered, emergencies responded to, or proficiencies demonstrated which are beyond the normal expectation of the job; it is the position of the District to reward such individual or group contributions. These awards shall be a one-time recognition, in that they are not added to the regular pay of the recipient.

No performance/incentive award or bonus shall be given for job expectations, i.e., coming to work on time, not using sick leave, keeping a clean environment or returning telephone calls.

a. **Meritorious Bonus:** In addition to an annual merit increase in salary, a Department Manager or supervisor may nominate one or more of their employees for a meritorious bonus.

   a. If approved in the budget, District employees may be granted a discretionary merit bonus not to exceed five percent (5%) in total per year.

   b. District managers and supervisors shall recommend to the District Director any proposed merit bonus for individual staff members within their department.

   c. A merit bonus is independent from District salary schedule and is not

carried over from year to year.

d. These bonuses shall be awarded in December of each year and may be awarded for:

1. Exemplary performance on special projects. An employee may be given a special project. A great deal of effort and research may go into the project. The project shall benefit the District in some way.

2. The exercise of leadership and/or initiative beyond that normally expected in the individual's regular assignments. An employee may be required to meet unusual deadlines or perform in emergency situations. An employee may demonstrate a willingness to accept and perform new assignments on a short term basis.

3. Actions which avert legal actions by or against the District.

4. Independent research and analysis initiated by an employee resulting in a contribution to the specific objectives or improved methods for delivering District services or conducting District operations.

e. The supervisor shall submit a written letter detailing the actions of the District employee to the District Director.

f. The District Director shall either approve or deny the request.

2. **Instant Bonus Program**: A District employee, supervisor, or manager may nominate a part-time or seasonal District employee for a bonus up to fifty dollars ($50) for actions which bring favorable attention or recognition to the District.

a. The nomination shall be written in memo form. Nominations must involve a detailed description of the project or act and the nominated employee's involvement in the act. If money is awarded to the District employee, the award shall run through the payroll process.

b. The nomination shall be forwarded to the ~~employee's supervisor~~department manager for approval and to the District Administrator for payment and inclusion in the employee's personnel file. If the employee's supervisor does not approve the nomination, the nominating individual may appeal the decision to the District Director.

exceed one half (1/2) of the vacation earned in one calendar year and may not have a negative balance at year end (Dec 31) unless approved by the District Director. Employee is responsible for repaying the advance in total if they separate from the District.

10. Vacations are to be taken as time off and there will be no pay in lieu of time off.

11. Resignation: Upon resignation or retirement, an employee who has successfully completed their orientation period may take the cash value of earned vacation leave (carried over and earned), or time off with pay equal to the number of leave hours earned. Vacation leave shall not accrue when an employee has announced their resignation or retirement from the District and are using the time off with pay option. Payments made pursuant to this section shall be at the rate of pay current upon termination. Deductions from termination pay may be made where the terminating employee has outstanding obligations to the District. The District may withhold the payment of termination pay if the employee fails to return District property in their possession.

12. Record Keeping: The official record of accrued and used vacation is to be kept by the District through a formal leave accounting system. Supervisors shall be provided with leave accounting reports periodically for departmental and employee review. Employees are responsible for reviewing their pay stubs. Any discrepancies shall be reconciled directly through the District Administrative office. If discrepancies are not reported within sixty (60) days, all reports shall be deemed correct.

G. Sick Leave: *Amended January 22, 2020*

Sick leave is allowed for full-time annual employees as a benefit and may be used for personal illness or illness in the immediate family. Sick leave taken in excess of three (3) working days may require a statement from an attending physician. The District Director and/or department managers must use discretion in approving sick leave, while insisting that seriously ill employees stay off the job. Accrued sick leave is a District-owned benefit afforded to those District employees who become ill or injured and cannot perform their normal duties.

1. Sick leave shall be earned at the rate of 3.69 hours per pay period of full-time employment and may be used as earned. Sick leave shall not be granted beyond that earned by any employee.

2. a. Full-time employees may accrue up to 720 hours of sick leave. Employees who have 720 hours of sick leave may not accrue additional sick leave until their sick leave bank drops below the 720 hour level.

b. Effective January 1, 2017, employees, who have in excess of 720

hotel/motel the employee may be reimbursed at the rate of forty dollars ($40.00) per day without receipts, with prior approval of the District Director.

5. Personal Transportation: Personal vehicles may be used if District vehicles are not available. For travel out-of-state, District vehicles will not be used, unless authorization is obtained from the District Director. Reimbursement for personal car use shall be at the rate as published in I.R.S. Publication 463 and adjusted yearly.

   a. When two (2) or more employees travel in a private car, only one (1) employee will be reimbursed for vehicle costs.

   b. Damage to a traveler's personal vehicle occurring during the course of conducting official business is the responsibility of the individual.

   c. Mileage will be computed using either the state mileage chart, or an online mapping program using the most direct route.

   d. Reimbursement will not be allowed for commuting between the traveler's place of residence and the office considered the principal place of assignment or for miles traveled for purposes other than official business.

   e. Computation of mileage should commence from the office considered the principal place of assignment to the point of destination unless the distance from the point of origin other than the principal office to the destination is less.

6. Meals: Meals are allowable on a reimbursable basis for department approved travel outside the District. A request shall be submitted to Payroll ~~at least~~within two (2) weeks ~~prior to~~after return from the trip. Use of the per diem rates is the preferred method for meal reimbursement. Meals shall be reimbursed either at actual cost, or at the per diem schedule presented in the most recent edition of the IRS publication 463, whichever is less.

   a. A traveler is entitled to meals when not staying overnight when:

      1) Breakfast - round trip travel is out of District and commences prior to 6:00 a.m.

      2) Lunch - when the trip meets one of the following conditions:

         i) The traveler is on an officially approved trip of such duration as to warrant entitlement to breakfast and dinner.

         ii) The traveler leaves their "home base" before 11:00 a.m. and

SECTION 12 - PRODUCTIVE WORK ENVIRONMENT

A. General Conduct

The very nature of governmental service makes public relations one of the most important aspects of the job. The quality of our interactions impacts all employees of the District and the public perception of the District as a whole. Employees are to take every opportunity through the course of performing their job to create "good will" with the public. Employees are required to be courteous and show understanding in spite of the difficulty of situations which may arise. Reports of a negative nature will be investigated by supervisors, and disciplinary actions could result.

1. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are being compensated.

2. Employees are expected to make prudent and frugal use of District funds, equipment, building, and supplies.

3. Employees are expected to observe work place rules.

4. Employees are to report conditions or circumstances that would prevent them from performing their jobs effectively or completing assigned tasks.

5. Employees are expected to practice dress and grooming habits which are consistent with the District's purpose and beneficial in promoting a favorable public image. The District Director is responsible for determining what creates a professional business environment in the District~~ir department~~.

6. The District reserves the right to expect its employees to present a favorable impression during any contact with the public. Employees are expected to maintain a neat and clean personal appearance. Standards of dress shall be appropriate to the job and the tasks to be accomplished. All employees have been issued uniforms to be worn at all times when working or representing the District. If employees have an article of clothing they would like to wear as the uniform and said article is deemed suitable by the District Director, the District will pay to have the logo embroidered on the article of clothing owned by the employee.

B. Outside Employment

District employment shall be the principal vocation of full-time employees. An employee may engage in outside employment, receive honoraria, or paid expenses, subject to the following conditions:

1. The outside employment must not interfere with efficient performance of the employee's District position. In the event the District Director determines that the outside employment is interfering with the employee's District position,

seriousness. There shall be no retaliation against an employee who in good faith reports an incident of discrimination or against anyone who provides information about violations. Complaints may be submitted by any individual irrespective of whether the complainant was personally subjected to the offending behavior.

b. Supervisors who knowingly allow or tolerate any discrimination are in violation of this policy and are subject to disciplinary action up to and including termination of employment. Supervisors must deal quickly and fairly with allegations of discrimination whether or not there has been a formal complaint. They are responsible to:

i) Make sure the District's policy is communicated to employees; and

ii) Any complaint shall be immediately reported to the District Administrator and Personnel Director so that the matter can be investigated.

c. The Personnel Director, or their designee, will conduct a fair and impartial review of the discrimination complaint. All such complaints will be handled with as much confidentiality as possible in order to encourage reporting and to protect the privacy of the parties.

d. An employee accused of discrimination and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before disciplinary action may be taken.

6. Resolution.

a. The complainant shall be notified if any disciplinary action has been taken or not taken as a result of the official complaint. If either party to the complaint is not satisfied with the action taken or not taken, they may file a written appeal with the Administrative Control Board through the Personnel Director within ten (10) working days of receiving official notification of the case resolution from the District Director or Personnel Director.

b. If the complainant is not satisfied with the Board's decision, they have a statutory right to request an investigation by the Utah Division of Antidiscrimination and Labor.

G. Sexual Harassment: *Amended January 23, 2019*

representatives upon request. Other records shall be kept as requested by the Industrial Commission.

6. The compliance officer shall post, in conspicuous places, a listing of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of an emergency.

7. Supervisors and employees shall be required to insure clean work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied within a reasonable amount of time.

8. A report of any on-the-job injury shall be submitted to the District Administrator or designee, who shall notify the Workers Compensation carrier who shall notify the Industrial Commission and the affected employee within seven (7) calendar days on a "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosions, fires, etc.) that might affect the safety or health of District employees or tend to increase the hazards thereof, the compliance officer or other designated authority shall notify the Industrial Commission of Utah at once. Such notification must be made whether or not any actual injuries result from the above occurrences or changes of conditions.

9. No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in any place of District employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees. Willful violation of these rules is grounds for disciplinary action or dismissal.

10. Additional information relative to the Occupational Safety and Health Act can be obtained from the Utah State Industrial Commission.

B. Worker's Compensation

The District operates under the provisions of the Utah State Worker's Compensation Act. Utah Code Ann. §34A-2-401 *et. seq*., as amended, provides that any employee "... who is injured, and the dependents of each such employee who is killed, by accident arising out of and in the course of the employee's employment, wherever such injury occurred, if the accident was not purposely self-inflicted, shall be paid: (a) compensation for loss sustained on account of the injury or death; [and] (b) the amount … for medical, nurse and hospital services and medicines, and, in case of death, the amount of funeral expenses". According to state law, Workers Compensation benefits are provided to all

District employees who become injured or contract occupational diseases on the job and cannot perform their normal duties. Under the ADA, reasonable accommodation will be made in all return-to-work situations, if doing so will not produce undue hardship. Eligible workers may receive benefits in various areas which include: hospitalization, medical, disability, permanent loss of body functions, prosthetic devices, and death/burial benefits. The amount and conditions of any such compensation shall be based on applicable provisions of the Worker's Compensation Act. Any injury occurring on the job must be reported to the supervisor and the District Administrator immediately. Forms prescribed by the State Industrial Commission must be completed by the District Administrator within seven (7) days of injury. An employee returning to work after a Worker's Compensation leave shall provide a return to work release from their physician listing accommodations, if any. The District may restrict the employee's return to work if the accommodations preclude the employee from fully participating in their job responsibilities. Refer to the Workers Compensation section of the District's Operational Policies for additional information.

C. Coordination of Social Security Benefits

All employees of the District contribute to the Social Security program, as administered by the Federal Government. The system is based on employer and employee contributions as determined by Congress. Benefits include four (4) general areas: Retirement Insurance, Survivors Insurance, Disability Insurance, and Hospital and Medical Insurance (Medicare). Employees who are eligible for both workers compensation and social security will receive less social security payments but will not receive reduced workers compensation benefits.

D. Unemployment Insurance

The unemployment insurance program at Workforce Services requires a person to make a declaration of physical ability to work and availability to work if physically able. Employees would not be eligible for unemployment insurance benefits if they are receiving workers compensation benefits.

I. Working Remotely

This policy applies to the use of District systems, on District owned laptops, tablets or other devises as well as employee owned computer equipment or other computer equipment whenever employees may use them when working on District business away from the regular office environment (working remotely). Any remote work unrelated to travel must be agreed to by the Department Manager. An employee injury or illness is compensable under workers' compensation if it arises out of and in the course of employment, regardless of the location the injury occurs.

1.

Employees who may work remotely must:

a. Password protect any work which relates to District business so that no other person can access the employee's work;

b. Position themselves so that work cannot be seen by any other person;

c. Take reasonable precautions to safeguard the security of District equipment, and keep passwords secret;

d. Inform law enforcement and the IT provider (as appropriate) as soon as possible, but in any event no later than 24 hours after the fact, if any District owned equipment, has been lost or stolen; and

e. Ensure that any work done remotely is saved on the District system or is transferred to the District system as soon as reasonably practicable.

~~e.~~f. Maintain a safe and ergonomically sound work environment, report work-related injuries to the supervisor at the earliest opportunity, and hold the District harmless for injury to others at the remote location.

2. Pocket computers, mobile phones and similar hand-held devices, external storage devices, and any internet based storage (cloud) are easily lost, stolen, or compromised, so employees must password-protect access to any such devices or services used by the employee.

a. Employees should not be in the practice of storing information produced as a District employee on a personal device or internet storage without giving access to the employee's supervisor, District Attorney, or the IT provider.

ORIENTATION PERIOD: An "at will" period of at least six (6) months of regular employment or equivalent beginning with the date of appointment. The orientation period is considered the final step in the selection process prior to achieving regular employment status.

PERSONNEL COMMITTEE: Standing committee established by policy to participate in the maintenance of quality personnel management problem solving and decision making processes related to selection, job classification, grievance review, and policy revisions.

PERSONNEL DIRECTOR: The person designated by Summit County to maintain appropriate personnel records, review personnel policy, negotiate insurance, review wage scale and job descriptions, and handle general personnel problems.

POSITION: An office or employment in the District (whether part-time or full-time, temporary or regular, occupied or vacant) composed of specific duties. For purposes of this definition, Board members are specifically excluded.

PROMOTION: A change in status of an employee from a position in one class to a position in another class having a higher entrance salary or pay grade.

QUALIFYING (QUALIFIED) EMPLOYEE: all full-time and part-time employees working more than1560 hours annually. Seasonal full-time employees may be offered health care if such employee works in excess of 130 hours per month during the measurement period (defined as a look-back period of twelve (12) months).

REASSIGNMENT: Means a change in classification of an employee, for administrative or other reasons not included in the definition of "Demotion," from a position in one class to a position in another class normally having a lower entrance salary which could result in a reduction in salary.

RECLASSIFICATION: Means a change from one classification to another classification (either higher or lower) having a different job specification without a change in salary.

REDUCTION-IN-FORCE: Any separation of an employee because of inadequate funds, change of workload, or lack of work, in which the District discontinues the use of the identifiable position occupied by such employee either by discontinuing the performance of the duties of such position or by distributing such duties among other existing positions.

REGULAR EMPLOYEE: An employee whose continued retention has been approved by the District Director at the completion of an orientation period; either as a full-time or part-time employee.

REHIRE: The return to employment of a former employee who has resigned while in good standing, or who has been separated from the District without prejudice or cause.

STAFF REPORT

To:	County Council
Report Date:	February 25, 2021
Meeting Date:	March 3, 2021
Author:	David Warnock - HR
Description:	Annual Elected Official and Department Head Disclosures
Type of Item:	Information

A. Background

Due to the recommendation of the State Auditor, Disclosure Statements are collected annually. Elected Officials, their Chief Deputy (if one is appointed), and Appointed Department Heads are required to submit the annual Disclosure. If and when a Department Head, Chief Deputy, or Elected Official is employed mid-year we will collect their disclosure and add them to the usual rotation.

The Disclosure Statements reference Title 67 Chapter 16 *Utah Public Officers' and Employees' Ethics Act* of the Utah State Code.

B. Recommendation

Staff recommends the Council accept the attached Disclosure Statements.

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

1. I understand and acknowledge that I may receive non-monetary gifts of up to $50 in value. No other gifts are allowed. (Campaign donations are governed by separate statutes). UCA §17-16a-4(2); §67-16-5(3).

2. I understand and acknowledge that I am prohibited from taking monetary or other favors from any individual in exchange for favorable action on matters appearing before me. UCA §17-16a-4(1); §67-16-5(2); §67-16-5.3; §67-16-5.6.

3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

I am the managing member and owner of a sole proprietorship know as:

Mountain Resort Consulting Services, LLC
DBA (Mountain Resort Consulting)
P.O. Box 561

Oakley, UT 84055

In such a capacity, I provide services to clients in Summit County in areas ranging from land planning, Conditional Uses, construction management and wetland delineations to individual clients. When actions relating to these clients have been related to an action by the County, I have disclosed that potential conflict and will continue to do so as the condition arises in the further. A list of current clients in Summit County and a summary of services (details on address available on request) are as follows:

1. C. W. Lands Co. LLC
   11222 W Legacy Crossing Boulevard, Suite 6
   Centerville, Utah 84014
   Ongoing Client:
   Scope: Land planning and permitting on a 139 unit project is Silver Creek Village.

2. Village Development Group Inc
   6028 South Ridgeline Drive Suite 203
   Ogden, Utah 84405
   Ongoing Client:
   Scope: Land Planning and permit consulting for the master developer of Silver Creek Village.

3. Bill White Enterprises, Bill White Farms and related 501-C3,
   Ongoing Client:
   Scope: LIPs, Ag Exemptions, Land Use consulting at multiple locations within the County and Park City, both as an hourly consultant and a salaried employee.

4. Peace House Park City
   Past Client:
   Scope: Past project manager for new facility within Park City, now complete. Current member of their Facilities Committee which is a volunteer position.

5. Ecology Bridge: Subconsultant on wetland delineation project for SBWRD lands.

6. Ranch Place HOA: Consultant on wetland delineation project for local trail expansion permit.

7. Deer Valley Resort: As a former resort executive, project manager for Empire Pass and as a consultant in the Resort Industry, I have been afforded a season pass as a professional curtesy for the past 25 years. Deer Valley has limit or no land in the County outside of the jurisdiction of Park City nor am I aware of any pending discretionary approvals which would be subject to Summit County jurisdiction (i.e. land use) and I would recuse myself as needed should they propose any discretionary land use in the County.

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the

interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

Every appointed or elected officer who is an officer, director, agent, or employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the county in which they are an appointed or elected officer, shall publicly disclose to the members of the body on which they are a member immediately prior to any discussion by such body matters relating to such business entity, the nature of their interest in that business entity. The disclosure statement shall be entered in the minutes of the meeting.

UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.



2-22-2021

Douglas Clyde
P.O. Box 561, Oakley, UT, 84055

Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by DOUGLAS CLYDE on this 22ND day of FEBRUARY, 2021.





Notary Public in and for the State of Utah
Residing in MORGAN, Utah
My commission expires: 2/27/2024

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

1. I understand and acknowledge that I may receive non-monetary gifts of up to $50 in value. No other gifts are allowed. (Campaign donations are governed by separate statutes). UCA §17-16a-4(2); §67-16-5(3).

2. I understand and acknowledge that I am prohibited from taking monetary or other favors from any individual in exchange for favorable action on matters appearing before me. UCA §17-16a-4(1); §67-16-5(2); §67-16-5.3; §67-16-5.6.

3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

1. Sole owner and practitioner of the law firm Roger L. Armstrong, Esq., P.C. The firm does not currently conduct any business with the county.

2. Spouse, Beth Armstrong, is the Executive Director of the People's Health Clinic in Park City, which receives grants and office space from Summit County, and has frequent interactions with the Summit County Health Department.

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report

the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

Every appointed or elected officer who is an officer, director, agent, or employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the county in which they are an appointed or elected officer, shall publicly disclose to the members of the body on which they are a member immediately prior to any discussion by such body matters relating to such business entity, the nature of their interest in that business entity. The disclosure statement shall be entered in the minutes of the meeting.

UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Roger L. Armstrong
2574 Aspen Springs Drive, Park City, UT 84060

January 15, 2021
Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Roger L. Armstrong on this 15 day of January, 2021.

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

LoraLea McKnight
Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: July 12, 2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

1. I understand and acknowledge that I may receive non-monetary gifts of up to $50 in value. No other gifts are allowed. (Campaign donations are governed by separate statutes). UCA §17-16a-4(2); §67-16-5(3).

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3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

I am a member of the Board of Directors of the Utah Local Government Trust, which provides various lines of insurance to Summit County.

I am a member (representing Summit County) and the Chair of the Central Wasatch Commission.

I am an owner and manager of the following entities that own and operate livestock, ranching, and big game hunting operations in Summit County: Ensign Ranches of Utah; Ensign Ranches Outfitting, L.C.; Skull Valley Company, LTD.; Castle Rock Land and Livestock Company; Uintah Land Company, L.C.; Beaver Creek Investments, L.C.; and C Bar AMR Holdings, L.C.

I am an owner and manager of Beaver Creek Investments, L.C. and C Bar AMR Holdings, L.C., which together with Murphy Ranch Holdings, LLC (which is owned by my son-in-law and his

family), have entered into a wind power lease with a wind power developer, affecting ~10,000 acres in Summit County along the Wyoming border south of I-80.

I am an honorary member of the Utah Leadership Council for the Sundance Institute.

I am a member of the Utah CWMU Advisory Board which provides recommendations to the Utah Division of Wildlife Resources regarding Cooperative Wildlife Management Units (CWMUs), of which there are many in Summit County.

I am a member and the Vice-Chair of the Utah Chapter Board of The Nature Conservancy.

I own my personal residence whose address is 4835 North Old Ranch Road, Park City, UT, 84098

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

Every appointed or elected officer who is an officer, director, agent, or employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the county in which they are an appointed or elected officer, shall publicly disclose to the members of the body on which they are a member immediately prior to any discussion by such body matters relating to such business entity, the nature of their interest in that business entity. The disclosure statement shall be entered in the minutes of the meeting.

UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Christopher F. Robinson

1/26/2021
Date

Christopher F. Robinson
P.O. Box 982288, Park City, UT 84098

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

Subscribed and sworn to before me by Christopher F. Robinson on this 26 day of January, 2021.

CHRISTOPHER G TODD
Notary Public
State of Utah
COMMISSION # 700800
My Commission Expires June 11, 2022

Christopher G. Todd

Notary Public in and for the State of Utah
Residing in Davis County, Utah
My commission expires: 6-11-2022

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

1. I understand and acknowledge that I may receive non-monetary gifts of up to $50 in value. No other gifts are allowed. (Campaign donations are governed by separate statutes). UCA §17-16a-4(2); §67-16-5(3).

2. I understand and acknowledge that I am prohibited from taking monetary or other favors from any individual in exchange for favorable action on matters appearing before me. UCA §17-16a-4(1); §67-16-5(2); §67-16-5.3; §67-16-5.6.

3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

Gourmet olive oil gift from the Park City Chamber of Commerce, Visitors Bureau for serving on their Board of Directors

Complementary Opening Night Film Ticket to the 2020 Sundance Film Festival

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days

after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

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UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Janna B. Young

Janna Young
4067 Hilltop Court, Park City, UT 84098

02/03/2021
Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Janna B Young on this 3 day of February, 2021.

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

LoraLea McKnight
Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: 7/12/2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

1. I understand and acknowledge that I may receive non-monetary gifts of up to $50 in value. No other gifts are allowed. (Campaign donations are governed by separate statutes). UCA §17-16a-4(2); §67-16-5(3).

2. I understand and acknowledge that I am prohibited from taking monetary or other favors from any individual in exchange for favorable action on matters appearing before me. UCA §17-16a-4(1); §67-16-5(2); §67-16-5.3; §67-16-5.6.

3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

I have an ownership in two parcels in Summit County. The parcels are used for agricultural use, of which I have a financial interest that exceeds $2000.

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may

provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

Every appointed or elected officer who is an officer, director, agent, or employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the county in which they are an appointed or elected officer, shall publicly disclose to the members of the body on which they are a member immediately prior to any discussion by such body matters relating to such business entity, the nature of their interest in that business entity. The disclosure statement shall be entered in the minutes of the meeting.

UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official's personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Ronald L. Boyer
4710 Old Farm Lane, Coalville, UT 84017

2-3-2021
Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Ron Boyer on this 3 day of February, 2021.

LoraLea McKnight
Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: July 12, 2021

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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1. I understand and acknowledge that I may receive non-monetary gifts of up to $50 in value. No other gifts are allowed. (Campaign donations are governed by separate statutes). UCA §17-16a-4(2); §67-16-5(3).

2. I understand and acknowledge that I am prohibited from taking monetary or other favors from any individual in exchange for favorable action on matters appearing before me. UCA §17-16a-4(1); §67-16-5(2); §67-16-5.3; §67-16-5.6.

3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

My spouse, Sheri Fisher, and I run a property management business in conjunction with two of our sons managing four rental properties. We do not own any income properties in Summit County.

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each year thereafter during which he continues to be an appointed or elected officer. The disclosure

shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

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UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Thomas C. Fisher

1/19/2021
Date

Thomas C. Fisher
7473 Brookhollow Loop Road, Park City, UT 84098

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by THOMAS C. FISHER on this 19TH day of JANUARY, 2021.

Notary Public - State of Utah
ANNETTE SINGLETON
Comm. #710848
My Commission Expires
February 27, 2024

Notary Public in and for the State of Utah
Residing in MORGAN, Utah
My commission expires: 2/27/2024

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

Home: at 3130 ~~Am~~. Saddler Dr.
Park City, UT 84060.
Only real property owned in Summit County.

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each

year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Shauna L. Kerr — 11/19/21. Date

Shauna L. Kerr
3130 American Saddler Drive, Park City, UT 84060

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Shauna L Kerr on this 19th day of January, 2021.

ADRIANNE C. STEED
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/15/2023
Commission # 704045

Notary Public in and for the State of Utah
Residing in Summit County, Utah
My commission expires: 1/15/2023

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

I own a home at 3100 N. West Hemefer Road
I own property in Grass Creek Subdivision

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each

year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

Every appointed or elected officer who is an officer, director, agent, or employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the county in which they are an appointed or elected officer, shall publicly disclose to the members of the body on which they are a member immediately prior to any discussion by such body matters relating to such business entity, the nature of their interest in that business entity. The disclosure statement shall be entered in the minutes of the meeting.

UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Kent H. Jones
P.O. Box 212, Henefer, UT 84033

1/14/21
Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Kent H. Jones on this 14 day of January, 2021.

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

LoraLea McKnight
Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: 7/12/2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

1. I understand and acknowledge that I may receive non-monetary gifts of up to $50 in value. No other gifts are allowed. (Campaign donations are governed by separate statutes). UCA §17-16a-4(2); §67-16-5(3).

2. I understand and acknowledge that I am prohibited from taking monetary or other favors from any individual in exchange for favorable action on matters appearing before me. UCA §17-16a-4(1); §67-16-5(2); §67-16-5.3; §67-16-5.6.

3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

No business dealings or properties owned in Summit County currently.

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each

year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

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UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Stephanie Larsen — 1/13/2021

Stephanie Larsen — Date
P.O. Box 668, Coalville, UT 84017

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Stephanie Larsen on this 13 day of January, 2021.

Notary Public - State of Utah
MINDY DUNCAN
Comm. #708608
My Commission Expires
October 10, 2023

Mindy Duncan

Notary Public in and for the State of Utah
Residing in Morgan, Utah
My commission expires: October 10, 2023

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

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3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

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5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

UCA §17-16a-6

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year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

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UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Michael J. Crystal

1/13/2021
Date

Michael J. Crystal
P.O. Box 385, Kamas, UT 84036

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Michael J. Crystal on this 13 day of January, 2021.

Notary Public - State of Utah
MINDY DUNCAN
Comm. #708608
My Commission Expires
October 10, 2023

Mindy Duncan

Notary Public in and for the State of Utah
Residing in Morgan, Utah
My commission expires: Oct. 10, 2023

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

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3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

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UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Kellie Robinson — 1/13/21

Kellie Robinson
P.O. Box 146, Coalville, UT 84017

Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Kellie Robinson on this 13 day of January, 2021.

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

LoraLea McKnight
Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: July 12, 2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Rhonda Francis — 1/15/2021

Rhonda F. Francis — Date

791 S. West Hoytsville Road, Coalville, UT 84017

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Rhonda Francis on this 15 day of January, 2021.

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

LoraLee McKnight

Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: July 12, 2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Nancy S. Shupe — 01/14/2021
Date

Nancy S. Shupe
3435 Blue Sage Road, Morgan, UT 84050

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Nancy S. Shupe on this 14 day of January, 2021.

LoraLee McKnight
Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: July 12, 2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Dallin Donaldson — 1/13/2021 Date

Dallin Donaldson
370 East Spring Canyon Road, Coalville, UT 84017

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Dallin Donaldson on this 13 day of January, 2021.



Mindy Duncan
Notary Public in and for the State of Utah
Residing in Morgan, Utah
My commission expires: October 10, 2023

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Derrick A. Radke — Jan. 15, 2021 (Date)

Derrick A. Radke
P.O. Box 263, Oakley, UT 84055

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Derrick A. Radke on this 15 day of January, 2021.

Notary Public - State of Utah
Christine Star Hull
Commission #698642
My Commission Expires
January 24, 2022

Christine Star Hull
Notary Public in and for the State of Utah
Residing in Summit County, Utah
My commission expires: 1-24-2022

SCSO Chief Deputy
Frank A. Smith

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

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4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each

year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

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UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Frank A. Smith
2805 Sackett Drive, Park City, UT 84098

01/14/2021
Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Frank A Smith on this 14th day of January, 2021.

ADRIANNE C. STEED
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/15/2023
Commission # 704045

Adrianne C Steed
Notary Public in and for the State of Utah
Residing in Summit County, Utah
My commission expires: 1/15/2023

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Travis M. Lewis
3119 North SR 32, Marion, UT 84036

1/19/2021
Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Travis Lewis on this 19 day of January, 2021.

Notary Public - State of Utah
Christine Star Hull
Commission #698642
My Commission Expires
January 24, 2022

Christine Star Hull
Notary Public in and for the State of Utah
Residing in Summit County, Utah
My commission expires: 1-24-2022

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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NONE

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Glenn J. Wright — 1/19/2021
Glenn J. Wright — Date
2404 Doc Holliday Drive, Park City, UT 84060

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by GLENN J. WRIGHT on this 19TH day of JANUARY, 2021.

Notary Public - State of Utah
ANNETTE SINGLETON
Comm. #710848
My Commission Expires
February 27, 2024

Notary Public in and for the State of Utah
Residing in MORGAN, Utah
My commission expires: 2/27/2024

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Corrie Lee Forsling — 2/8/21
Corrie Lee Forsling — Date
8797 Lone Pine Court, Park City, UT 84098

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Corrie Lee Forsling on this 8 day of February, 2021.

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

LoraLea McKnight
Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: July 12, 2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

2/5/2021
Date

Malena Stevens
8103 Courtyard Loop #5, Park City, UT 84098

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by MALENA STEVENS on this 5 day of FEBRUARY, 2021.

KEVIN WARD
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp 10/25/2023
Commission # 708951

Notary Public in and for the State of Utah
Residing in PARK CITY, Utah
My commission expires: 10/25/23

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Daniel S Compton — 2/3/21

Daniel S. Compton — Date

6638 West Brook Maple Way, West Jordan, UT 84081

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Kylee Thompson on this 3 day of February, 2021.

NOTARY PUBLIC
KYLEE THOMPSON
COMM. # 710895
MY COMMISSION EXPIRES
FEBRUARY 28, 2024
STATE OF UTAH

Kylee Thompson

Notary Public in and for the State of Utah
Residing in Park City, Utah
My commission expires: 02/28/2024

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Justin Martinez

2/3/2021
Date

Justin Martinez
4084 Saddleback Road, Park City, UT 84098

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Justin Martinez on this 3rd day of February, 2021.

Jana S Rich

JANA S RICH
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 01/15/2023
Commission # 704046

Notary Public in and for the State of Utah
Residing in Morgan, Utah
My commission expires: 1-15-2023

2021 DECLARATION OF CONFLICTS OF INTEREST PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

Every appointed or elected officer who is an officer, director, agent, or employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the county in which they are an appointed or elected officer, shall publicly disclose to the members of the body on which they are a member immediately prior to any discussion by such body matters relating to such business entity, the nature of their interest in that business entity. The disclosure statement shall be entered in the minutes of the meeting.

UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

P J P

Patrick J. Putt
1151 East Foxcrest Drive, Park City, UT 84098

4 FEBRUARY 2021
Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Patrick J Putt on this 4 day of February, 2021.

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

LoraLea McKnight
Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: 7/12/2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

Pursuant to the County Officers and Employees Disclosure Act, Utah Code Annotated (UCA) §§17-16a-1 thru 17-16a-12 (1983, as amended) and the Public Officers' and Employees' Ethics Act, UCA §§67-16-1 thru 67-16-15, I hereby make the following disclosures:

1. I understand and acknowledge that I may receive non-monetary gifts of up to $50 in value. No other gifts are allowed. (Campaign donations are governed by separate statutes). UCA §17-16a-4(2); §67-16-5(3).

2. I understand and acknowledge that I am prohibited from taking monetary or other favors from any individual in exchange for favorable action on matters appearing before me. UCA §17-16a-4(1); §67-16-5(2); §67-16-5.3; §67-16-5.6.

3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

4. I understand and acknowledge that I am prohibited from improperly disclosing or using private, controlled or protected information to further my personal economic interest or to secure special privileges or exemptions for myself or others. UCA §67-16-4.

5. I hereby disclose the following potential business and investment conflicts of interest as required by UCA §§17-16a-6 thru 8 and §67-16-7:

UCA §17-16a-6

Every appointed or elected officer who is an officer, director, agent, or employee or the owner of a substantial interest in any business entity which is subject to the regulation of the county in which they are an elected or appointed officer shall disclose the position held and the precise nature and value of his interest upon first becoming appointed or elected, and again at the beginning of each

year thereafter during which he continues to be an appointed or elected officer. The disclosure shall be made in a sworn statement filed with the county legislative body. The Council shall report the substance of all such disclosure statements to the members of the governing body or may provide to the members of the governing body, copies of the disclosure statement within 30 days after the statement is received. This section does not apply to instances where the value of the interest does not exceed $2,000, and life insurance policies and annuities shall not be considered in determining the value of any such interest.

UCA §17-16a-7

Every appointed or elected officer who is an officer, director, agent, or employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the county in which they are an appointed or elected officer, shall publicly disclose to the members of the body on which they are a member immediately prior to any discussion by such body matters relating to such business entity, the nature of their interest in that business entity. The disclosure statement shall be entered in the minutes of the meeting.

UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official=s personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Michael R. Howard

Michael R. Howard
9071 N. Jeremy Circle, Park City, UT 84098

2/4/2021
Date

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Michael R Howard on this 4 day of Febrary, 2021.

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

LoraLea McKnight

Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: 7/12/2021

2021 DECLARATION OF CONFLICTS OF INTEREST
PURSUANT TO UCA Title 17, Chapter 16a and Title 67, Chapter 16

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1. I understand and acknowledge that I may receive non-monetary gifts of up to $50 in value. No other gifts are allowed. (Campaign donations are governed by separate statutes). UCA §17-16a-4(2); §67-16-5(3).

2. I understand and acknowledge that I am prohibited from taking monetary or other favors from any individual in exchange for favorable action on matters appearing before me. UCA §17-16a-4(1); §67-16-5(2); §67-16-5.3; §67-16-5.6.

3. I understand and acknowledge that I may not accept compensation for assisting any person or business entity in any transaction involving Summit County unless I file with the County Council a sworn statement within 10 days after the date of any agreement or transaction, giving the following information: my name and current mailing address, name and address of the person or business entity being or to be assisted (or in which I have an interest of 10% or greater), and a brief description of the transaction as to which service is rendered or is to be rendered and the nature of the service performed or to be performed. UCA §17-16a-5; §67-16-6.

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UCA §17-16a-8

Any personal interest of or investment by any elected or appointed official of a county which creates a potential or actual conflict between the official's personal interests and their public duties shall be disclosed in open meeting of the members of the body in the manner required by UCA §17-16a-6.

I declare, under penalty of perjury, that I am the below named person and that the foregoing information and facts as described in this document are true, complete and correct to the best of my knowledge, information and belief.

Richard C. Bullough _____ Date 2/9/21

Richard C. Bullough
P.O. Box 2517, Park City, UT 84098

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

Subscribed and sworn to before me by Richard C. Bullough on this 9th day of February, 2021.

Notary Public - State of Utah
LoraLea McKnight
Commission #695946
My Commission Expires
July 12, 2021

LoraLea McKnight
Notary Public in and for the State of Utah
Residing in Coalville, Utah
My commission expires: July 12, 2021

STAFF REPORT

To: County Council
From: Brandon Brady, Senior Engineer
Date: March 3, 2021
Subject: Road Vacation Petition

Background:
This road vacation petition was first brought before the County Council (Council) on November 16, 2020, in a public hearing, to vacate Icy Springs Road, Coal Hollow Road, Spring Creek Road, and Lewis Canyon Road which are public roads currently classified as Class D roads which are public roads that are not regularly maintained nor for which State funds are received. After the public hearing, the Council was in favor of the road vacation as long as all the property owners could agree and sign an easement.

Proposal:
The applicant, Summit Range and Livestock, is petitioning to vacate all Coal Hollow Road, Spring Creek Road, and Lewis Canyon Road. They are also petitioning to vacate part of Icy Springs Road starting to the south of the section line between Sections 7 and 18 T2N, R5E, which is after Icy Spring where the City of Coalville accesses their water source. The portions of the roads the applicant is wanting to vacate is shown in Figure 1.

The applicant has provided a conveyance of perpetual road access easement, shown in Exhibit A, and it has been reviewed by the Summit County Attorney's Office. It appears to grant all property owners the right to use the roads, including Summit County. The applicant is granting a 24 foot easement, 12 feet on each side of the centerline as described in the easement. The Grantor, as described in the easement, has the right to gate or put cattle guards across the easement but those access points would only be 16 feet wide. No gates can have locks on them except for the gated entrances to the Coal Hollow Road and Icy Springs Road will be closed to the public. Also, the gate at the southwest end of Lewis Canyon Road will have a lock and access will only be given property owners beyond the locked gate. Currently the access easement has not been agreed to or signed by all property owners.

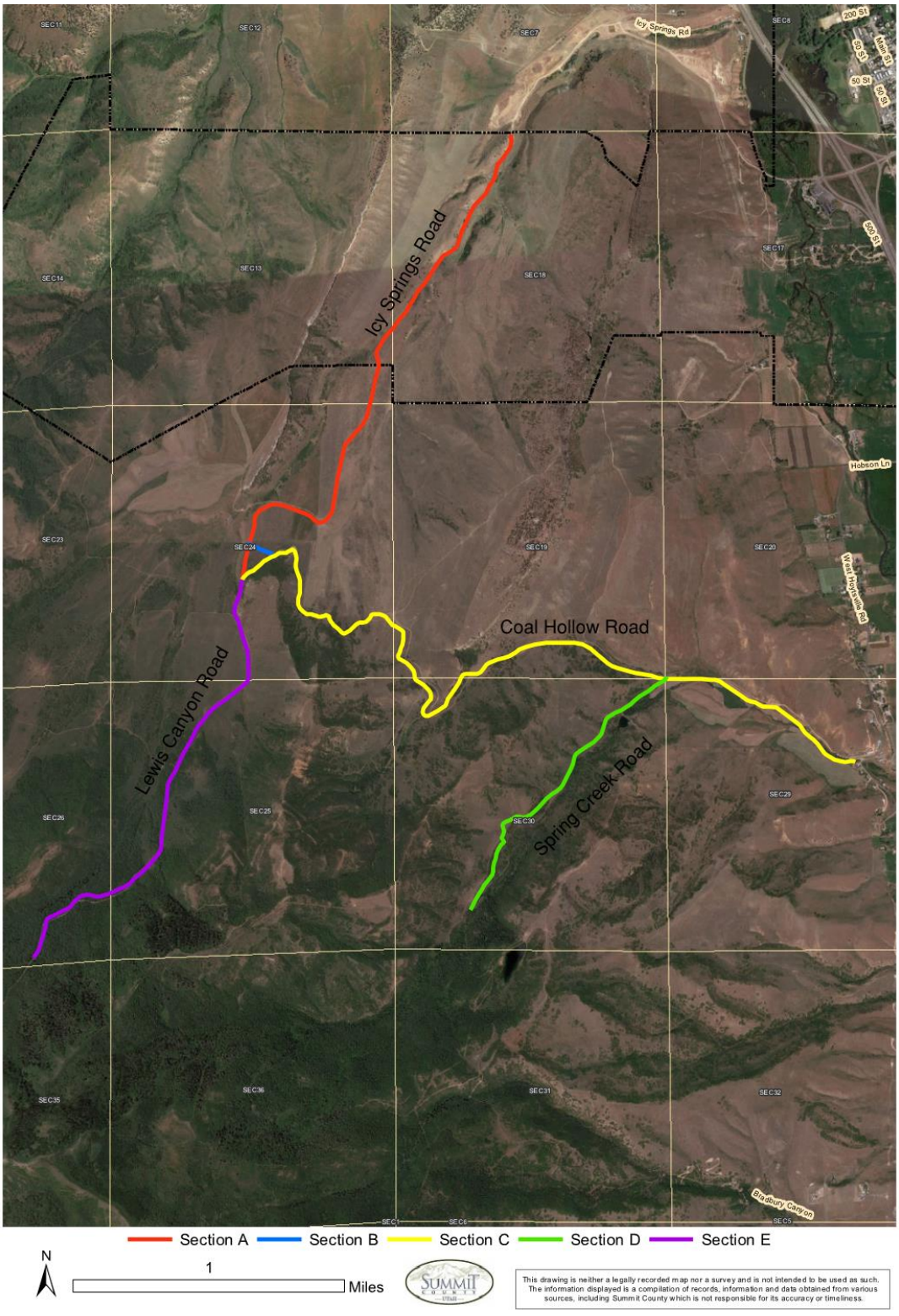


Figure 1: Proposed Roads to be Vacated

P.O. Box 128 · Coalville, UT 84017
Coalville: (435) 336-3250 · Kamas: (435) 783-4351 ext. 3250 · Park City (435) 615-3250
Fax: (435) 336-3043 · Park City Fax (435) 615-3043

Recommendation:
The Public Works Director, Derrick Radke, has confirmed that the 24 foot easement and 16 foot gates provide adequate space to access the communication towers for Summit County. Unless there is any different information brought up during the discussion, staff recommends that the Council continue the road vacation until the proposed form of easement has been approved and signed by all parties (other than the County) at which time the County Council can adopt an ordinance and execute the easement.

Attachments:

Exhibit A: Conveyance of Perpetual Road Access Easement
Exhibit B: Road Vacation Application
Exhibit C: Survey
Exhibit D: Email after Public Hearing

EXHIBIT A

CONVEYANCE OF PERPETUAL ROAD ACCESS EASEMENT
(Road Easement)

THIS CONVEYANCE OF A PERPETUAL ROAD ACCESS EASEMENT, dated as of the ___ day of _____, 2021 (hereinafter referred to as "**Conveyance**"), by and among certain landowners whose real property is crossed by the Coal Hollow Road, Spring Creek Road, Icy Springs Road, or the Lewis Canyon Road located in Summit County, Utah (hereinafter refereed to collectively as "**Grantors"** or may sometimes be referred to herein individually as "**Grantor**" and individually named in **"Exhibit A"**) to certain landowners whose property is accessed by Icy Springs Road, Coal Hollow Road, Spring Creek Road, or the Lewis Canyon Road (hereinafter referred to collectively as **"Grantees"** or may sometimes be referred to herein individually as **"Grantee"** and individually named in **"Exhibit B".**

WITNESSETH:

WHEREAS, certain real properties owned by the Grantees have been serviced for many years by access roads commonly known as the Icy Springs, Coal Hollow, Spring Creek, and Lewis Canyon Roads which have been designated by Summit County as "Class D" roads; and

WHEREAS, said Class D roads are designated by Summit County respectively as road segments 4922, 4931, 49311, and 49312; and

WHEREAS, Grantees whose real properties are presently serviced by said Class D roads desire to have the County Council of Summit County, State of Utah, vacate the said Class D roads; and

WHEREAS, the Grantors listed in **Exhibit A** upon vacation of the public roads heretofore mentioned, will file simultaneously with the Summit County Recorder this Conveyance of Perpetual Road Access Easement granting access to the respective real properties of all the Grantees listed in **Exhibit B** on the roads which they have traditionally used as set out in the survey and drawings attached hereto, hereinafter described more fully on "**Exhibit C**" containing a legal description of the easement), and "**Exhibit D**" consisting of a drawing of the easement); and

WHEREAS, the intent of this conveyance is to memorialize the rights of all Grantees to the private and unrestricted use of a private, surveyed road granting them access to their respective real properties without resort to litigation. Said private road shall be superimposed upon and replace the aforementioned Class D roads.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged collectively by the Grantors and individually by every Grantor, each Grantor hereby grants, sells and conveys to the Grantees, their successors in interest, heirs and assigns a perpetual road easement 24 feet in width over and across the real property of Grantors as more fully set out and described in **Exhibit C and Exhibit D**, attached hereto and incorporated herein

by this reference for the purpose of providing access, both ingress and egress, for Grantees to the respective real properties owned by each Grantee upon the following terms and conditions:

1. This easement is granted without restriction as to use be it vehicular, pedestrian, or equestrian, and shall include, but not be limited to, agricultural, commercial, recreational, hunting, fishing, logging, fire suppression, weed control, grazing, and transportation and trailing of all types of livestock.

2. The centerline of the easement is described in Exhibit C, and shall extend 12 feet on either side of said centerline making the total width of the easement 24 feet.

3. This easement may be realigned in Section 18 T2N, R5E to facilitate projected development so long as the easement remains 24 feet in width.

4. Each Grantor has the right to fence Grantor's real property adjacent to the easement, and to install necessary gates or cattle guards across the easement providing the gates and/or cattle guards are 16 feet wide. Grantor at its own expense has the right to realign or relocate the easement on Grantor's property so long as the realignment improves the road and does not impede the Grantees in their use of the roads. Grantor shall not lock any gate, but may chain gates so as to enable Grantees unimpeded passage on the easement; however, the gated entrances to the Coal Hollow Road and the Icy Springs Road shall be closed to the general public with access provided exclusively to Grantees and their invitees. The gate entering Mountain Land & Livestock property at the south-west terminus of the Lewis Canyon Road shall remained locked, with access to the private road provided only to those Grantees who are owners of real property beyond the gate or who have written right of way agreements to travel beyond the locked gate.

5. Grantees are given no rights beyond the boundaries of the easement and may not travel across property adjacent to the easement without permission of the landowner of the adjacent property; however, each Grantee shall have the right to improve or pave any portion of the easement so long as the cost of such improvements are borne solely by the Grantee making such improvements.

6. Each Grantee shall be responsible for its use of the road within the easement and the use of such road by any of its agents or invitees. Each Grantee shall hold the Grantors harmless and shall indemnify all Grantors for any and all liability in connection with that Grantee, its agents or invitees claim of liability or loss from personal injury or property damage resulting from or arising out of their use of such road. In the event that such road is damaged by a Grantee, its agents or invitees of that Grantee, that Grantee shall be responsible for the immediate repair of that damage and restoration of the easement to its previous condition, or as close thereto as possible.

7. All of the covenants herein contained shall be binding upon and inure to the benefit of the Grantees, their respective heirs, personal representatives, successors in interest, agents and assigns.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute a single document.

IN WITNESS WHEREOF, the undersigned Grantors and Grantees have set their hands hereto effective as of the day and year first above written.

GRANTORS:

(THIS SPACE IS RESERVED FOR SIGNATURE PAGES AND ACKNOWLEDGEMENTS)

GRANTEES:

(THIS SPACE IS RESERVED FOR SIGNATURE PAGES AND ACKNOWLEDGEMENTS)

EXHIBIT A

GRANTORS

ENTITY	PARCELS	COUNTY
Cedarcrest Farm 930 S. West Hoytsville Road Coalville, Utah 84017	HRV-1AM, NS-314, NS-452	Summit
Carrol N. Crittenden 5640 West 5100 South Hooper, Utah 84315-9502	NS-306	Weber
Jared Allen Crittenden 2187 West 1040 South Lehi, Utah 84043	NS-305	Utah
David S. Croft, Trustee 4145 W Peterson Creek Road Morgan, Utah 84050	NS-315	Morgan
Justin Frank Hobson 782 S. West Hoytsville Road Coalville, Utah 84017	NS-458	Summit
Moores Shorthorn, LLC 501 East Chalk Creek Road Coalville, Utah 84017	NS-304	Summit
Summit Range and Livestock Co. Arlin Judd 85 Sagewood Way Coalville, UT 84017	NS-121, NS-290, NS-300, NS-307-308, NS-309, NS-311, NS-321, NS-322, NS-451, NS-588, NS-590, and NS-593	Summit

William C. Sargent Trust 2252 Sycamore Glen Drive Sparks, Nevada 89434	NS-284, NS-302	Washoe, NV.
Chris Vernon: P.O. Box 465 Coalville, Utah. 84017	NS-315-A	Summit
Wohali Partners, LLC 2120 S Highland Drive #209 Salt Lake City, Utah 84106	NS-448, NS-446A,B, NS-447, NS-447-B, NS-301	Salt Lake

EXHIBIT B

GRANTEES

ENTITY	PARCELS	COUNTY
All West Communications, Inc. 50 West 100 North Kamas, Utah. 84036	S-505	Summit
Boyden Farms, LLC 1364 Cove Circle North Salt Lake, Utah 84054	NS-317	Davis
Cedarcrest Farm 930 S. West Hoytsville Road Coalville, Utah 84017	HRV-1AM, NS-314, NS-452	Summit
Hull-Rees Legacy Ranch Inc. 720 Hoytsville Road Coalville, Utah 84017	NS-318-A	Summit
Carrol N. Crittenden 5640 West 5100 South Hooper, Utah 84315-9502	NS-306	Weber
Jared Allen Crittenden 2187 West 1040 South Lehi, Utah 84043	NS-305	Utah
David S. Croft, Trustee 4145 W Peterson Creek Road Morgan, Utah 84050	NS-315	Morgan
Justin Frank Hobson 782 S. West Hoytsville Road Coalville, Utah 84017	NS-458	Summit

Lewis Peak Communications, Inc. 39 E 482 N Coalville, Utah. 84017	NS-319-B	Summit
Marvin Donald Richins P. O. Box 411 Coalville, Utah. 84017-0411	NS-310	Summit
Meta Richins Land Company, Inc. Summit P.O. Box 322 Coalville, Utah. 84017-0322	NS-298, NS-77	Summit
Moores Shorthorn, LLC 501 East Chalk Creek Road Coalville, Utah 84017	NS-304	Summit
Mountain Land and Livestock, LLC 39 East 480 North Coalville, Utah 84017	NS-320, NS-319, NS-313	Summit
Summit Range and Livestock Co. Arlin Judd 85 Sagewood Way Coalville, UT 84017	NS-121, NS-290, NS-300, NS-307-308, NS-309, NS-311, NS-321, NS-322, NS-451, NS-588, NS-590, and NS-593	Summit
Raymond Rees and Son Land and Livestock, Inc. 658 South Main Coalville, Utah	NS-318, NS-318-A, NS-452	Summit
William C. Sargent Trust 2252 Sycamore Glen Drive Sparks, Nevada 89434	NS-284, NS-302	Washoe, NV.
Summit County P. O. Box 128 Coalville, Utah. 84017	NS-319-X	Summit

Chris Vernon: P.O. Box 465 Coalville, Utah. 84017	NS-315-A	Summit
Deanna M. Williams P. O. Box 610 Bountiful, Utah 84011-0610	NS-319-A	Davis
Wohali Partners, LLC 2120 S Highland Drive #209 Salt Lake City, Utah 84106	NS-448, NS-446A,B, NS-447, NS-447-B, NS-301	Salt Lake

EXHIBIT C

Section A

A Gravel Road running through Section 18 of Township 2 North, Range 5 East, SLB&M and Sections 13 and 14 of Township 2 North, Range 4 East, SLB&M, Beginning at the gate near Icy Springs, on the North Line of said Section 18, said gate being located North 43° 46’ 31” East 23056.09 feet from the South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M (Basis of Bearing is Utah North State Plane NAD83), all courses are along said gravel road, running thence South 01° 26' 46" West 47.25 Feet; thence South 03° 08' 02" East 93.13 Feet; thence South 04° 31' 55" West 62.64 Feet; thence South 15° 05' 38" West 62.30 Feet; thence South 30° 22' 39" West 61.39 Feet; thence South 38° 24' 13" West 282.33 Feet; thence South 33° 12' 50" West 63.59 Feet; thence South 24° 43' 21" West 31.79 Feet; thence South 17° 48' 49" West 32.02 Feet; thence South 11° 16' 35" West 188.44 Feet; thence South 21° 03' 58" West 63.48 Feet; thence South 29° 50' 36" West 30.07 Feet; thence South 39° 22' 34" West 92.97 Feet; thence South 31° 50' 18" West 30.14 Feet; thence South 23° 10' 09" West 154.41 Feet; thence South 31° 56' 32" West 30.29 Feet; thence South 44° 44' 25" West 284.06 Feet; thence South 36° 24' 51" West 63.10 Feet; thence South 31° 33' 04" West 125.07 Feet; thence South 19° 13' 03" West 123.94 Feet; thence South 23° 23' 28" West 94.64 Feet; thence South 26° 43' 24" West 157.61 Feet; thence South 19° 47' 14" West 126.08 Feet; thence South 19° 02' 08" West 157.98 Feet; thence South 28° 30' 33" West 63.20 Feet; thence South 41° 04' 04" West 65.23 Feet; thence South 52° 05' 58" West 65.76 Feet; thence South 64° 09' 45" West 97.78 Feet; thence South 54° 54' 42" West 63.96 Feet; thence South 38° 48' 05" West 259.11 Feet; thence South 32° 15' 49" West 425.81 Feet; thence South 39° 01' 54" West 191.53 Feet; thence South 28° 42' 51" West 95.78 Feet; thence South 31° 09' 46" West 94.41 Feet; thence South 38° 32' 49" West 94.25 Feet; thence South 25° 30' 31" West 186.16 Feet; thence South 44° 52' 04" West 159.67 Feet; thence South 35° 42' 42" West 226.81 Feet; thence South 41° 47' 13" West 160.84 Feet; thence South 36° 11' 54" West 153.55 Feet; thence South 30° 20' 14" West 124.57 Feet; thence South 26° 58' 34" West 94.08 Feet; thence South 17° 46' 39" West 61.95 Feet; thence South 01° 27' 21" West 32.09 Feet; thence South 14° 05' 56" East 159.88 Feet; thence South 05° 11' 30" East 32.80 Feet; thence South 06° 40' 56" West 30.32 Feet; thence South 14° 33' 21" West 248.85 Feet; thence South 11° 55' 55" West 317.91 Feet; thence South 13° 05' 52" West 408.23 Feet; thence South 14° 32' 17" West 62.86 Feet; thence South 27° 55' 32" West 61.79 Feet; thence South 39° 09' 50" West 97.03 Feet; thence South 39° 59' 12" West 486.74 Feet; thence South 25° 37' 08" West 63.48 Feet; thence South 13° 54' 50" West 65.41 Feet; thence South 11° 00' 12" West 535.40 Feet; thence South 10° 28' 24" West 318.85 Feet; thence South 09° 11' 12" West 303.45 Feet; thence South 18° 18' 48" West 90.34 Feet; thence South 34° 28' 26" West 94.70 Feet; thence South 45° 27' 15" West 66.47 Feet; thence South 54° 28' 58" West 62.60 Feet; thence South 71° 51' 16" West 65.30 Feet; thence North 82° 36' 50" West 32.19 Feet; thence North 66° 07' 29" West 31.13 Feet; thence North 53° 13' 09" West 62.04 Feet; thence North 46° 33' 27" West 125.44 Feet; thence North 59° 42' 42" West 64.70 Feet; thence North 70° 25' 50" West 226.49 Feet; thence North 71° 31' 29" West 227.46 Feet; thence North 76° 50' 28" West 96.27 Feet;

thence North 84° 07' 16" West 121.70 Feet; thence South 79° 29' 51" West 63.58 Feet; thence South 65° 54' 15" West 154.20 Feet; thence South 58° 47' 26" West 95.36 Feet; thence South 45° 12' 04" West 63.29 Feet; thence South 26° 13' 58" West 62.02 Feet; thence South 11° 02' 03" West 64.24 Feet; thence South 03° 56' 30" West 126.16 Feet; thence South 10° 55' 38" West 61.58 Feet; thence South 11° 32' 36" West 62.29 Feet; thence South 20° 25' 25" West 220.07 Feet; thence South 18° 13' 42" West 39.87 Feet; thence South 11° 46' 09" West 177.49 Feet; thence South 11° 50' 17" West 125.37 Feet; thence South 09° 20' 38" West 152.23 Feet; thence South 09° 34' 05" West 186.49 Feet; thence South 07° 20' 46" West 40.69 Feet to a point of intersection with a gravel road.

Section B

A Gravel Road running through a portion of Section 24, Township 2 North, Range 4 East, SLB&M. Beginning at an intersection on said gravel road, said intersection being located North 51° 24’ 21” East 13858.26 feet from South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M (Basis of Bearing is Utah North State Plane, NAD83) and running thence South 39° 11' 14" East 21.62 Feet; thence South 64° 23' 46" East 124.77 Feet; thence South 61° 15' 56" East 104.55 Feet; thence South 65° 02' 20" East 95.38 Feet; thence South 69° 17' 01" East 92.12 Feet; thence South 74° 03' 50" East 93.05 Feet; thence North 82° 33' 26" East 13.36 Feet to a point of intersection with a gravel road.

Section C

A Gravel Road running through Section 24, Township 2 North, Range 4 East and Sections 19, 20, 29 & 30 of Township 2 North, Range 5 East, SLB&M (Basis of Bearing is Utah North State Plane, NAD83) Beginning at an intersection on said gravel road, said intersection being North 53° 19’ 40” East 13351.24 feet from the South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M, all courses are along said gravel road, and running thence North 27° 11' 08" East 48.03 Feet; thence North 38° 44' 56" East 31.56 Feet; thence North 46° 59' 16" East 64.36 Feet; thence North 64° 34' 54" East 63.01 Feet; thence North 66° 26' 58" East 93.44 Feet; thence North 53° 10' 57" East 40.36 Feet; thence North 44° 36' 14" East 127.75 Feet; thence North 48° 24' 56" East 95.76 Feet; thence North 62° 39' 14" East 160.53 Feet; thence North 62° 29' 10" East 54.69 Feet; thence North 58° 22' 15" East 32.18 Feet; thence North 56° 52' 45" East 64.09 Feet; thence North 70° 22' 57" East 30.62 Feet; thence North 89° 49' 49" East 65.33 Feet; thence North 86° 19' 52" East 63.35 Feet; thence North 65° 51' 49" East 33.19 Feet; thence North 60° 38' 02" East 66.43 Feet; thence North 73° 06' 28" East 32.67 Feet; thence South 76° 02' 18" East 33.09 Feet; thence South 41° 29' 41" East 35.87 Feet; thence South 15° 38' 53" East 64.95 Feet; thence South 01° 59' 27" East 69.94 Feet; thence South 02° 50' 04" West 101.49 Feet; thence South 02° 21' 24" East 67.69 Feet; thence South 10° 58' 00" East 68.50 Feet; thence South 19° 41' 35" East 132.14 Feet; thence South 13° 25' 37" East 64.09 Feet; thence South 05° 00' 19" East 65.19 Feet; thence South 01° 47' 29" East 67.32 Feet; thence South 02° 20' 19" West 61.79 Feet; thence South 07° 23' 06" West 64.06 Feet; thence South 11° 47' 49" West 100.29 Feet; thence South 08° 56' 37" West 66.84 Feet; thence South 00° 41' 47" East 62.37 Feet; thence South 06° 46' 45" East 66.84 Feet; thence South 25° 19' 21" East 65.07 Feet; thence South 39° 47' 09" East 64.21 Feet; thence South 55° 46' 02" East 64.27 Feet; thence South 72° 39' 19" East 32.63 Feet; thence South 87° 24' 52" East 97.88 Feet; thence South 82° 37' 56" East 33.68 Feet; thence South 63° 37' 31" East 66.20 Feet; thence South 69° 14' 01" East 30.38 Feet; thence South 88° 11' 07" East 61.59 Feet; thence North 69° 26' 32" East 70.19 Feet; thence North 74° 26' 40" East 32.00 Feet; thence South 77° 55' 45" East 33.17 Feet; thence South 40° 35' 03" East 35.98 Feet; thence South 15° 24' 59" East 30.82 Feet; thence South 20° 33' 06" East 64.20 Feet; thence South 30° 44' 19" East 31.72 Feet; thence South 39° 05' 08" East 63.88 Feet; thence South 53° 04' 55" East 95.95 Feet; thence South 50° 04' 10" East 66.21 Feet; thence South 41° 03' 29" East 47.81 Feet; thence South 61° 53' 47" East 31.46 Feet; thence North 88° 03' 58" East 23.55 Feet; thence North 79° 37' 10" East 30.13 Feet; thence North 58° 27' 15" East 94.76 Feet; thence North 48° 59' 14" East 70.84 Feet; thence North 46° 48' 30" East 94.35 Feet; thence North 58° 17' 08" East 69.20 Feet; thence North 79° 25' 29" East 64.27 Feet; thence North 77° 46' 15" East 64.32 Feet; thence North 54° 15' 38" East 31.36 Feet; thence North 40° 49' 59" East 63.58 Feet; thence North 38° 32' 40" East 65.17 Feet; thence North 51° 22' 06" East 33.07 Feet; thence North 70° 40' 35" East 33.02 Feet; thence South 89° 25' 27" East 62.48 Feet; thence South 87° 45' 56" East 63.38 Feet; thence South 86° 00' 49" East 96.28 Feet; thence South 73° 52' 11" East 66.84 Feet; thence South 56° 28' 29" East 63.90 Feet; thence South 38° 53' 08" East 99.81 Feet; thence South 42° 29' 57" East 108.97 Feet; thence South 56° 36' 24" East 50.69 Feet; thence South 64° 16' 56" East 106.00 Feet; thence South 59° 21' 38" East 49.00 Feet; thence South 40° 14' 41" East 45.49 Feet; thence South 05° 33' 11" East 72.94 Feet; thence South 06° 03' 40" West 79.31 Feet; thence

South 10° 21' 46" West 97.08 Feet; thence South 17° 56' 39" West 92.90 Feet; thence South 15° 28' 20" West 63.62 Feet; thence South 20° 04' 27" West 68.20 Feet; thence South 00° 56' 07" West 35.67 Feet; thence South 26° 39' 52" East 28.37 Feet; thence South 47° 34' 44" East 28.72 Feet; thence South 59° 44' 34" East 142.76 Feet; thence South 53° 45' 37" East 88.86 Feet; thence South 30° 24' 36" East 107.44 Feet; thence South 16° 16' 45" East 55.88 Feet; thence South 12° 32' 15" East 109.87 Feet; thence South 34° 31' 27" East 44.24 Feet; thence South 60° 22' 15" East 151.30 Feet; thence South 50° 46' 55" East 46.02 Feet; thence South 46° 21' 06" East 96.29 Feet; thence South 31° 17' 58" East 62.04 Feet; thence South 11° 46' 56" East 71.52 Feet; thence South 07° 02' 38" West 65.62 Feet; thence South 28° 19' 52" West 42.04 Feet; thence South 42° 55' 56" West 103.87 Feet; thence South 33° 38' 59" West 80.94 Feet; thence South 11° 48' 47" West 79.45 Feet; thence South 20° 21' 20" East 37.70 Feet; thence South 47° 24' 11" East 37.64 Feet; thence South 89° 04' 29" East 66.77 Feet; thence North 61° 27' 01" East 203.45 Feet; thence North 56° 48' 42" East 173.84 Feet; thence North 36° 37' 40" East 46.78 Feet; thence North 16° 50' 18" East 93.79 Feet; thence North 33° 35' 37" East 256.31 Feet; thence North 31° 23' 56" East 127.51 Feet; thence North 27° 38' 18" East 113.44 Feet; thence North 37° 14' 20" East 65.07 Feet; thence North 70° 14' 29" East 59.93 Feet; thence North 82° 59' 44" East 214.81 Feet; thence North 67° 43' 55" East 71.13 Feet; thence North 35° 24' 43" East 96.80 Feet; thence North 39° 02' 26" East 92.47 Feet; thence North 51° 01' 43" East 50.65 Feet; thence North 65° 32' 53" East 97.44 Feet; thence North 74° 05' 37" East 84.79 Feet; thence North 75° 51' 40" East 130.51 Feet; thence North 69° 05' 55" East 110.17 Feet; thence North 61° 49' 08" East 131.06 Feet; thence North 54° 19' 01" East 103.08 Feet; thence North 65° 44' 46" East 144.77 Feet; thence North 75° 13' 26" East 189.33 Feet; thence North 79° 28' 25" East 101.44 Feet; thence North 86° 46' 57" East 127.07 Feet; thence North 87° 58' 06" East 277.14 Feet; thence South 86° 54' 18" East 240.98 Feet; thence South 79° 55' 56" East 184.01 Feet; thence South 64° 12' 50" East 169.53 Feet; thence South 48° 00' 15" East 169.76 Feet; thence South 49° 29' 40" East 149.04 Feet; thence South 51° 25' 18" East 129.10 Feet; thence South 59° 31' 43" East 97.00 Feet; thence South 72° 39' 21" East 104.01 Feet; thence South 73° 54' 14" East 231.05 Feet; thence South 75° 24' 29" East 133.60 Feet; thence South 80° 30' 31" East 101.81 Feet; thence South 78° 17' 03" East 98.96 Feet; thence South 75° 07' 45" East 93.25 Feet; thence South 74° 15' 47" East 158.42 Feet; thence South 79° 33' 02" East 42.72 Feet; thence South 88° 32' 49" East 63.32 Feet; thence South 86° 33' 01" East 59.20 Feet; thence South 89° 23' 39" East 90.07 Feet; thence North 88° 35' 34" East 39.58 Feet; thence South 87° 43' 49" East 91.65 Feet; thence North 83° 32' 00" East 103.45 Feet; thence North 89° 09' 58" East 103.02 Feet; thence South 87° 51' 21" East 228.24 Feet; thence South 88° 01' 36" East 199.54 Feet; thence South 88° 52' 31" East 85.50 Feet; thence South 68° 27' 46" East 97.15 Feet; thence South 56° 49' 29" East 131.93 Feet; thence South 56° 02' 40" East 297.33 Feet; thence South 54° 53' 34" East 194.07 Feet; thence South 62° 58' 52" East 91.40 Feet; thence South 74° 49' 55" East 83.22 Feet; thence South 64° 12' 23" East 94.89 Feet; thence South 67° 57' 12" East 67.86 Feet; thence South 84° 42' 45" East 68.79 Feet; thence South 86° 55' 21" East 204.18 Feet; thence South 50° 36' 29" East 215.59 Feet; thence South 53° 15' 16" East 177.42 Feet; thence South 52° 48' 49" East 80.27 Feet; thence South 47° 54' 58" East 98.16 Feet; thence South 37° 29' 01" East 104.14 Feet; thence South 36° 18' 52" East 79.28 Feet; thence South 48° 02' 45" East 113.30 Feet; thence South 53° 26' 31" East 82.45 Feet; thence South 49° 22' 19" East 120.69 Feet;

thence South 32° 52' 17" East 139.47 Feet; thence South 37° 24' 37" East 85.35 Feet; thence South 49° 36' 26" East 47.99 Feet; thence South 59° 53' 02" East 190.20 Feet; thence South 73° 59' 00" East 134.23 Feet; thence South 81° 27' 19" East 82.17 Feet; thence North 82° 15' 01" East 88.91 Feet; thence North 86° 32' 48" East 32.07 Feet; thence South 86° 24' 00" East 39.17 Feet; thence South 65° 58' 47" East 30.58 Feet to West Hoytsville Road.

Section D

A Gravel Road running through Section 30, Township 2 North, Range 5 East, SLB&M, (Basis of Bearing is Utah North State Plane, NAD83), all courses are along said Gravel Road. Beginning at an intersection of said gravel road which is North 72° 19’ 02” East 19858.33 feet from the South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M and running thence South 03° 56' 30" West 30.25 Feet; thence South 36° 45' 31" West 30.46 Feet; thence South 51° 33' 56" West 60.22 Feet; thence South 63° 19' 47" West 66.41 Feet; thence South 61° 40' 34" West 93.84 Feet; thence South 51° 13' 50" West 189.65 Feet; thence South 56° 35' 39" West 189.69 Feet; thence South 51° 49' 55" West 124.80 Feet; thence South 46° 39' 49" West 85.30 Feet; thence South 56° 35' 42" West 226.19 Feet; thence South 69° 31' 15" West 126.50 Feet; thence South 62° 06' 52" West 128.55 Feet; thence South 52° 07' 24" West 62.44 Feet; thence South 22° 30' 07" West 60.93 Feet; thence South 17° 40' 28" West 260.70 Feet; thence South 38° 37' 11" West 62.86 Feet; thence South 46° 03' 04" West 167.13 Feet; thence South 57° 23' 29" West 268.30 Feet; thence South 51° 58' 46" West 134.10 Feet; thence South 37° 09' 22" West 65.66 Feet; thence South 10° 09' 56" West 63.54 Feet; thence South 08° 19' 46" West 92.57 Feet; thence South 27° 35' 37" West 95.62 Feet; thence South 26° 06' 31" West 351.02 Feet; thence South 35° 31' 55" West 94.22 Feet; thence South 47° 56' 31" West 94.29 Feet; thence South 62° 13' 10" West 100.41 Feet; thence South 51° 05' 04" West 128.62 Feet; thence South 44° 07' 42" West 216.57 Feet; thence South 40° 09' 56" West 124.03 Feet; thence South 49° 54' 57" West 127.08 Feet; thence South 61° 32' 16" West 64.33 Feet; thence South 80° 55' 19" West 65.06 Feet; thence North 82° 06' 36" West 92.96 Feet; thence South 88° 17' 36" West 62.17 Feet; thence South 57° 50' 17" West 95.48 Feet; thence South 66° 56' 02" West 63.72 Feet; thence South 75° 02' 51" West 61.61 Feet; thence South 55° 18' 32" West 63.61 Feet; thence South 20° 19' 54" West 31.79 Feet; thence South 13° 11' 05" East 63.79 Feet; thence South 11° 45' 32" East 62.94 Feet; thence South 09° 55' 40" West 62.13 Feet; thence South 26° 13' 33" West 62.82 Feet; thence South 33° 16' 00" West 94.16 Feet; thence South 40° 38' 51" West 91.20 Feet; thence South 34° 22' 39" West 94.44 Feet; thence South 24° 00' 10" West 96.56 Feet; thence South 08° 03' 43" West 93.66 Feet; thence South 20° 38' 09" West 95.79 Feet; thence South 09° 25' 42" West 95.27 Feet; thence South 04° 37' 40" West 65.08 Feet; thence South 14° 34' 41" West 62.68 Feet; thence South 30° 49' 59" West 66.30 Feet; thence South 36° 02' 49" West 97.79 Feet; thence South 38° 57' 38" West 107.78 Feet; thence South 34° 14' 45" West 63.42 Feet; thence South 31° 52' 04" West 125.20 Feet; thence South 30° 04' 33" West 125.50 Feet; thence South 27° 48' 23" West 218.71 Feet to an existing gate.

Section E

A Gravel Road running through Sections 24, 25 and 26 of Township 2 North, Range 4 East, SLB&M (Basis of Bearing Utah North State Plane, NAD83), all courses are along said gravel road. Beginning at an intersection of said gravel road, said intersection being North 53° 19’ 40” East 13351.24 feet from the South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M and running thence South 12° 10' 40" West 116.62 Feet; thence South 08° 43' 06" West 130.15 Feet; thence South 17° 30' 42" West 100.37 Feet; thence South 18° 33' 32" West 191.50 Feet; thence South 14° 01' 32" West 66.97 Feet; thence South 01° 06' 44" West 63.59 Feet; thence South 17° 36' 11" East 60.89 Feet; thence South 31° 57' 20" East 62.54 Feet; thence South 25° 06' 09" East 61.77 Feet; thence South 17° 28' 09" East 258.14 Feet; thence South 17° 44' 14" East 261.96 Feet; thence South 14° 22' 50" East 96.39 Feet; thence South 01° 49' 16" East 445.00 Feet; thence South 02° 00' 38" West 97.52 Feet; thence South 25° 10' 54" West 64.70 Feet; thence South 48° 23' 41" West 100.71 Feet; thence South 52° 08' 08" West 362.89 Feet; thence South 54° 02' 09" West 329.09 Feet; thence South 46° 15' 20" West 137.11 Feet; thence South 40° 19' 56" West 112.68 Feet; thence South 35° 13' 18" West 104.84 Feet; thence South 37° 23' 28" West 128.36 Feet; thence South 32° 48' 46" West 97.11 Feet; thence South 26° 11' 14" West 189.93 Feet; thence South 28° 57' 59" West 319.75 Feet; thence South 26° 40' 21" West 234.42 Feet; thence South 23° 34' 53" West 156.29 Feet; thence South 31° 29' 15" West 129.77 Feet; thence South 28° 26' 12" West 134.07 Feet; thence South 05° 19' 39" West 352.54 Feet; thence South 06° 59' 29" West 383.77 Feet; thence South 09° 45' 01" West 236.16 Feet; thence South 02° 09' 37" West 130.03 Feet; thence South 03° 18' 35" West 102.29 Feet; thence South 12° 14' 47" West 98.93 Feet; thence South 27° 09' 02" West 99.36 Feet; thence South 38° 16' 57" West 99.46 Feet; thence South 43° 26' 06" West 183.06 Feet; thence South 44° 07' 34" West 222.79 Feet; thence South 52° 18' 07" West 160.84 Feet; thence South 40° 23' 09" West 63.47 Feet; thence South 27° 37' 33" West 107.01 Feet; thence South 28° 42' 19" West 94.33 Feet; thence South 40° 21' 24" West 66.62 Feet; thence South 56° 31' 13" West 64.41 Feet; thence South 63° 27' 34" West 193.71 Feet; thence South 66° 35' 26" West 202.41 Feet; thence South 75° 53' 50" West 159.89 Feet; thence South 88° 44' 24" West 86.17 Feet; thence North 79° 08' 56" West 63.80 Feet; thence North 76° 54' 42" West 65.05 Feet; thence North 85° 54' 07" West 64.81 Feet; thence South 78° 49' 30" West 65.69 Feet; thence South 62° 32' 19" West 61.91 Feet; thence South 51° 56' 55" West 61.37 Feet; thence South 46° 32' 15" West 62.14 Feet; thence South 38° 34' 59" West 124.18 Feet; thence South 41° 11' 41" West 31.10 Feet; thence South 56° 27' 47" West 48.24 Feet; thence South 65° 37' 46" West 223.37 Feet; thence South 61° 51' 31" West 210.54 Feet; thence South 42° 14' 51" West 30.88 Feet; thence South 21° 04' 11" West 30.03 Feet; thence South 10° 47' 24" West 130.70 Feet; thence South 12° 16' 57" West 123.14 Feet; thence South 17° 23' 01" West 157.28 Feet; thence South 17° 41' 35" West 178.94 Feet; thence South 32° 36' 07" West 140.71 Feet; thence South 36° 53' 00" West 30.00 Feet more or less to the Robinson Gate.

EXHIBIT D


EXHIBIT D
South 1/4 Corner
Section 27
T2N, R4E, SLB&M
(Monument at Stone)
Robinson Gate
Section E
Southwest Corner
Section 19
T2N, R5E, SLB&M
(Monument at Stone)
SECTION A
Gate at Icy Springs
Section D
Section C
WEST HOYTSVILLE ROAD
26
23
14
25
24
13
2N 5E
19
18
30
29
20
17
28
21
16
RECORD OF SURVEY
Prepared For: Stephen Boyden
Gravel Road Survey through Sections: 18,19, 20, 29 and 30 of T2N, R5E and
Sections 13, 24, 25, and 26 of T2N, R4E, SLB&M
Icy Springs, Lewis Peak, Plnk Rees Roads
Coalville, Summit County, Utah
SURVEYED BY:
DRAWN BY:
PCS FILE:
PROJECT NO.
DATE:
July 11, 2018
COMMENTS:
SHEET 1 OF 1
HIGH MOUNTAIN
SURVEYING, LLC
P.O. Box 445
1325 South Hoytsville Road
Coalville, Utah 84017
(435) 336-4210

EXHIBIT B

Summit County Engineering Department
P.O. Box 128
60 North Main Street
Coalville, Utah 84017
Phone: 435-615-3250
Fax: 435-615-3043
www.summitcounty.org/engineering

ROAD VACATION APPLICATION FORM

Petitioner:

Name: Summit Range & Livestock Phone: _____

Mailing Address: 85 Sagewood Way

City: Coalville State: UT Zip: 84017

E-Mail Address: _____ Fax: _____

Authorized Representative to Whom All Correspondence is to be sent:

Name: Arlin B. Judd Phone: (801) 910-5199

Mailing Address: 85 Sagewood Way

City: Coalville State: UT Zip: 84017

E-Mail Address: arlinjudd@allwest.net Fax: _____

Road Information:

Road Name: see attached (If Road is within a subdivision, use Plat Amendment Application from Community Development)

Road Locations: Section: _____ Township: _____ Range: _____

Adjacent Parcel Numbers: _____

Justification for Vacating the Road/Right-of-Way:

see letter attached

Attach any supporting information that would be helpful for the County Council and Staff while considering the petition.

FOR OFFICE USE ONLY

Engineering Fee: $400.00

RECEIPT #: _____ DATE RECEIVED: _____ RECEIVED BY: _____

PETITIONER(S) ACKNOWLEDGEMENT

All application fees must be paid at time of application submittal. No application will be processed until all application fees are paid.

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, 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.

Petitioner(s) Signature: Brent Reus Date: June 22, 2020

June 22, 2020

Summit County Engineer
P.O. Box 128
60 North Main Street
Coalville, Utah 84017

Re: Road Vacation Plat Amendment

Dear Sir,

The 1950 General Highway Map of Summit County designated as county roads the following segments: 4922 Icy Springs Road, 4931Coal Hollow Road, 49311 Spring Creek Road, and 49312 Lewis Canyon Road. These particular roads are located in Sections 7, 18, 19, 20, 29 and 30 T2N, R5E, and Sections 24, 25, 35 and 36 T2N, R4E. These road segments are designated as Class D roads (pubic roads with no County maintenance). The purpose of this letter accompanying the Road Vacation Application Form is to identify the reasons for the Plat Amendment.

The list of Parcels affected by the vacation are as follows:

Cedarcrest Farm: HRV-1AM, NS-452
Harold P. Hobson, Trustee: NS-458
Summit Range and Livestock: NS-121, NS-290, NS-300, NS-307-308, NS-309, NS-311, NS-321, NS-322, NS-451, NS-588, NS-590 and NS-593
Ray or Cindy Hancock: NS-306
Jared Allen Crittenden: NS-305
David S and Julia Croft Trust: NS-315
Chris Vernon: NS-315-A
Mountain Land and Livestock, LLC: NS-320, NS-319
Boyden Farms, LLC: NS-317
Meta Richins Land Company, Inc.: NS-298
Wohali Partners, LLC: NS-448, NS-446A,B, NS-447, NS-447-B, NS-301
William C. Sargent Trust: NS-284, NS-302
Moores Shorthorn, LLC: NS-304

The justification for vacating the above-mentioned Class D roads is as follows:

1. The access to the Coal Hollow Road (4931) and the Spring Creek Road (49312) has been controlled by a locked gate where the Coal Hollow Road (4931) joins the West Hoytsville Road. By reason of the locked gate, there had been no public access to the Coal Hollow Road and the Spring Creek Road up until 2018, a period of over 60 or more years.
2. Landowners whose parcels are accessed by the Coal Hollow and Spring Creek Roads were provided restricted keys so as to give them exclusive access to their property.
3. The Icy Springs Road (4922) is a public road that serves as access to Coalville City's developed water supply. Up until 2018, the public was excluded from the Icy Springs Road for over 60 years by a locked gate located beyond the Coalville City's water development at the

section line between Sections 7 and 18. Last year the previous owner of Section 18 changed the lock and refused to give keys to all affected landowners located beyond Section 18. Since that time Section 18 has been purchased by Wohali Partners, LLC, who has expressed interest in restricting access through Section 18 to only those landowners located beyond Section 18, thus returning to the previous practice of treating the road as a private road.

4. The Lewis Canyon Road 49312 segment can only be accessed by either the Coal Hollow Road or the Icy Springs Road and has been treated as a private road for over more than sixty years.

5.There is no need for present or anticipated future public access to the private lands accessed by the subject roads.

6. All those who own property legally accessed by the subject roads, have been allowed free access. The landowners have all agreed to grant a written perpetual road access easement to all affected landowners who presently use the above mentioned county road segments subject of this application.

7. All the lands served by the subject roads are privately owned and primarily used for the grazing of livestock. Public use of the subject road segments would be detrimental to the livestock and damaging to the adjoining properties by reason of uncontrolled trespass upon private lands.

8. Up until 2018, the general public never has had access to the roads or private property subject of this application.

9. The property owners affected by this application are in agreement to request the vacation of these roads in order that they may retain control over their private lands and access thereto.

For clarification, we are asking that the Icy Springs Road only be vacated to the south of the section line between Sections 7 and 18 T2N, R5E. The public portion of Icy Springs Road should remain from the bridge over the Weber River to the section line between Sections 7 and 18 T2N, R5E.

Thank you for your consideration of this matter.

Sincerely,

Bart Rees

Bart Rees
President
Summit Range and Livestock Co.

HIGH MOUNTAIN SURVEYING, LLC
P.O. BOX 445
COALVILLE, UTAH 84017

EXHIBIT C

Invoice

Bill To:

Stephen Boyden
1100 S 1500 E
SLC, UT 84105

Invoice #: 00002257
Date: 7/27/2018

Page: 1

DATE	DESCRIPTION	AMOUNT
7/26/2018	Road Centerline Descriptions, [redacted] per mile. Section A, 2.2 Miles Section B, 0.1, Miles Section C, 3.2, Miles Section D, 1.2 Miles Section E, 1.8 Miles	[redacted]

Sales Tax:	[redacted]
Total Amount:	
Amount Applied:	
Balance Due:	

Terms: Net 15

EXHIBIT C

Section A

A Gravel Road running through Section 18 of Township 2 North, Range 5 East, SLB&M and Sections 13 and 14 of Township 2 North, Range 4 East, SLB&M, Beginning at the gate near Icy Springs, on the North Line of said Section 18, said gate being located North 43° 46' 31" East 23056.09 feet from the South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M (Basis of Bearing is Utah North State Plane NAD83), all courses are along said gravel road, running thence South 01° 26' 46" West 47.25 Feet; thence South 03° 08' 02" East 93.13 Feet; thence South 04° 31' 55" West 62.64 Feet; thence South 15° 05' 38" West 62.30 Feet; thence South 30° 22' 39" West 61.39 Feet; thence South 38° 24' 13" West 282.33 Feet; thence South 33° 12' 50" West 63.59 Feet; thence South 24° 43' 21" West 31.79 Feet; thence South 17° 48' 49" West 32.02 Feet; thence South 11° 16' 35" West 188.44 Feet; thence South 21° 03' 58" West 63.48 Feet; thence South 29° 50' 36" West 30.07 Feet; thence South 39° 22' 34" West 92.97 Feet; thence South 31° 50' 18" West 30.14 Feet; thence South 23° 10' 09" West 154.41 Feet; thence South 31° 56' 32" West 30.29 Feet; thence South 44° 44' 25" West 284.06 Feet; thence South 36° 24' 51" West 63.10 Feet; thence South 31° 33' 04" West 125.07 Feet; thence South 19° 13' 03" West 123.94 Feet; thence South 23° 23' 28" West 94.64 Feet; thence South 26° 43' 24" West 157.61 Feet; thence South 19° 47' 14" West 126.08 Feet; thence South 19° 02' 08" West 157.98 Feet; thence South 28° 30' 33" West 63.20 Feet; thence South 41° 04' 04" West 65.23 Feet; thence South 52° 05' 58" West 65.76 Feet; thence South 64° 09' 45" West 97.78 Feet; thence South 54° 54' 42" West 63.96 Feet; thence South 38° 48' 05" West 259.11 Feet; thence South 32° 15' 49" West 425.81 Feet; thence South 39° 01' 54" West 191.53 Feet; thence South 28° 42' 51" West 95.78 Feet; thence South 31° 09' 46" West 94.41 Feet; thence South 38° 32' 49" West 94.25 Feet; thence South 25° 30' 31" West 186.16 Feet; thence South 44° 52' 04" West 159.67 Feet; thence South 35° 42' 42" West 226.81 Feet; thence South 41° 47' 13" West 160.84 Feet; thence South 36° 11' 54" West 153.55 Feet; thence South 30° 20' 14" West 124.57 Feet; thence South 26° 58' 34" West 94.08 Feet; thence South 17° 46' 39" West 61.95 Feet; thence South 01° 27' 21" West 32.09 Feet; thence South 14° 05' 56" East 159.88 Feet; thence South 05° 11' 30" East 32.80 Feet; thence South 06° 40' 56" West 30.32 Feet; thence South 14° 33' 21" West 248.85 Feet; thence South 11° 55' 55" West 317.91 Feet; thence South 13° 05' 52" West 408.23 Feet; thence South 14° 32' 17" West 62.86 Feet; thence South 27° 55' 32" West 61.79 Feet; thence South 39° 09' 50" West 97.03 Feet; thence South 39° 59' 12" West 486.74 Feet; thence South 25° 37' 08" West 63.48 Feet; thence South 13° 54' 50" West 65.41 Feet; thence South 11° 00' 12" West 535.40 Feet; thence South 10° 28' 24" West 318.85 Feet; thence South 09° 11' 12" West 303.45 Feet; thence South 18° 18' 48" West 90.34 Feet; thence South 34° 28' 26" West 94.70 Feet; thence South 45° 27' 15" West 66.47 Feet; thence South 54° 28' 58" West 62.60 Feet; thence South 71° 51' 16" West 65.30 Feet; thence North 82° 36' 50" West 32.19 Feet; thence North 66° 07' 29" West 31.13 Feet; thence North 53° 13' 09" West 62.04 Feet; thence North 46° 33' 27" West 125.44 Feet; thence North 59° 42' 42" West 64.70 Feet; thence North 70° 25' 50" West 226.49 Feet; thence North 71° 31' 29" West 227.46 Feet; thence North 76° 50' 28" West 96.27

Feet; thence North 84° 07' 16" West 121.70 Feet; thence South 79° 29' 51" West 63.58 Feet; thence South 65° 54' 15" West 154.20 Feet; thence South 58° 47' 26" West 95.36 Feet; thence South 45° 12' 04" West 63.29 Feet; thence South 26° 13' 58" West 62.02 Feet; thence South 11° 02' 03" West 64.24 Feet; thence South 03° 56' 30" West 126.16 Feet; thence South 10° 55' 38" West 61.58 Feet; thence South 11° 32' 36" West 62.29 Feet; thence South 20° 25' 25" West 220.07 Feet; thence South 18° 13' 42" West 39.87 Feet; thence South 11° 46' 09" West 177.49 Feet; thence South 11° 50' 17" West 125.37 Feet; thence South 09° 20' 38" West 152.23 Feet; thence South 09° 34' 05" West 186.49 Feet; thence South 07° 20' 46" West 40.69 Feet to a point of intersection with a gravel road.

Section B

A Gravel Road running through a portion of Section 24, Township 2 North, Range 4 East, SLB&M. Beginning at an intersection on said gravel road, said intersection being located North 51° 24' 21" East 13858.26 feet from South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M (Basis of Bearing is Utah North State Plane, NAD83) and running thence South 39° 11' 14" East 21.62 Feet; thence South 64° 23' 46" East 124.77 Feet; thence South 61° 15' 56" East 104.55 Feet; thence South 65° 02' 20" East 95.38 Feet; thence South 69° 17' 01" East 92.12 Feet; thence South 74° 03' 50" East 93.05 Feet; thence North 82° 33' 26" East 13.36 Feet to a point of intersection with a gravel road.

Section C

A Gravel Road running through Section 24, Township 2 North, Range 4 East and Sections 19, 20, 29 & 30 of Township 2 North, Range 5 East, SLB&M (Basis of Bearing is Utah North State Plane, NAD83) Beginning at an intersection on said gravel road, said intersection being North 53° 19' 40" East 13351.24 feet from the South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M, all courses are along said gravel road, and running thence North 27° 11' 08" East 48.03 Feet; thence North 38° 44' 56" East 31.56 Feet; thence North 46° 59' 16" East 64.36 Feet; thence North 64° 34' 54" East 63.01 Feet; thence North 66° 26' 58" East 93.44 Feet; thence North 53° 10' 57" East 40.36 Feet; thence North 44° 36' 14" East 127.75 Feet; thence North 48° 24' 56" East 95.76 Feet; thence North 62° 39' 14" East 160.53 Feet; thence North 62° 29' 10" East 54.69 Feet; thence North 58° 22' 15" East 32.18 Feet; thence North 56° 52' 45" East 64.09 Feet; thence North 70° 22' 57" East 30.62 Feet; thence North 89° 49' 49" East 65.33 Feet; thence North 86° 19' 52" East 63.35 Feet; thence North 65° 51' 49" East 33.19 Feet; thence North 60° 38' 02" East 66.43 Feet; thence North 73° 06' 28" East 32.67 Feet; thence South 76° 02' 18" East 33.09 Feet; thence South 41° 29' 41" East 35.87 Feet; thence South 15° 38' 53" East 64.95 Feet; thence South 01° 59' 27" East 69.94 Feet; thence South 02° 50' 04" West 101.49 Feet; thence South 02° 21' 24" East 67.69 Feet; thence South 10° 58' 00" East 68.50 Feet; thence South 19° 41' 35" East 132.14 Feet; thence South 13° 25' 37" East 64.09 Feet; thence South 05° 00' 19" East 65.19 Feet; thence South 01° 47' 29" East 67.32 Feet; thence South 02° 20' 19" West 61.79 Feet; thence South 07° 23' 06" West 64.06 Feet; thence South 11° 47' 49" West 100.29 Feet; thence South 08° 56' 37" West 66.84 Feet; thence South 00° 41' 47" East 62.37 Feet; thence South 06° 46' 45" East 66.84 Feet; thence South 25° 19' 21" East 65.07 Feet; thence South 39° 47' 09" East 64.21 Feet; thence South 55° 46' 02" East 64.27 Feet; thence South 72° 39' 19" East 32.63 Feet; thence South 87° 24' 52" East 97.88 Feet; thence South 82° 37' 56" East 33.68 Feet; thence South 63° 37' 31" East 66.20 Feet; thence South 69° 14' 01" East 30.38 Feet; thence South 88° 11' 07" East 61.59 Feet; thence North 69° 26' 32" East 70.19 Feet; thence North 74° 26' 40" East 32.00 Feet; thence South 77° 55' 45" East 33.17 Feet; thence South 40° 35' 03" East 35.98 Feet; thence South 15° 24' 59" East 30.82 Feet; thence South 20° 33' 06" East 64.20 Feet; thence South 30° 44' 19" East 31.72 Feet; thence South 39° 05' 08" East 63.88 Feet; thence South 53° 04' 55" East 95.95 Feet; thence South 50° 04' 10" East 66.21 Feet; thence South 41° 03' 29" East 47.81 Feet; thence South 61° 53' 47" East 31.46 Feet; thence North 88° 03' 58" East 23.55 Feet; thence North 79° 37' 10" East 30.13 Feet; thence North 58° 27' 15" East 94.76 Feet; thence North 48° 59' 14" East 70.84 Feet; thence North 46° 48' 30" East 94.35 Feet; thence North 58° 17' 08" East 69.20 Feet; thence North 79° 25' 29" East 64.27 Feet; thence North 77° 46' 15" East 64.32 Feet; thence North 54° 15' 38" East 31.36 Feet; thence North 40° 49' 59" East 63.58 Feet; thence North 38° 32' 40" East 65.17 Feet; thence North 51° 22' 06" East 33.07 Feet; thence North 70° 40' 35" East 33.02 Feet; thence South 89° 25' 27" East 62.48 Feet; thence South 87° 45' 56" East 63.38 Feet; thence South 86° 00' 49" East 96.28 Feet; thence South 73° 52' 11" East 66.84 Feet; thence South 56° 28' 29" East 63.90 Feet; thence South 38° 53' 08" East 99.81 Feet; thence South 42° 29' 57" East 108.97 Feet; thence South 56° 36' 24" East 50.69 Feet; thence South 64° 16' 56" East 106.00 Feet; thence South 59° 21' 38" East 49.00 Feet; thence South 40° 14' 41" East 45.49 Feet; thence South 05° 33' 11" East 72.94 Feet; thence South 06° 03' 40" West 79.31 Feet; thence

South 10° 21' 46" West 97.08 Feet; thence South 17° 56' 39" West 92.90 Feet; thence South 15° 28' 20" West 63.62 Feet; thence South 20° 04' 27" West 68.20 Feet; thence South 00° 56' 07" West 35.67 Feet; thence South 26° 39' 52" East 28.37 Feet; thence South 47° 34' 44" East 28.72 Feet; thence South 59° 44' 34" East 142.76 Feet; thence South 53° 45' 37" East 88.86 Feet; thence South 30° 24' 36" East 107.44 Feet; thence South 16° 16' 45" East 55.88 Feet; thence South 12° 32' 15" East 109.87 Feet; thence South 34° 31' 27" East 44.24 Feet; thence South 60° 22' 15" East 151.30 Feet; thence South 50° 46' 55" East 46.02 Feet; thence South 46° 21' 06" East 96.29 Feet; thence South 31° 17' 58" East 62.04 Feet; thence South 11° 46' 56" East 71.52 Feet; thence South 07° 02' 38" West 65.62 Feet; thence South 28° 19' 52" West 42.04 Feet; thence South 42° 55' 56" West 103.87 Feet; thence South 33° 38' 59" West 80.94 Feet; thence South 11° 48' 47" West 79.45 Feet; thence South 20° 21' 20" East 37.70 Feet; thence South 47° 24' 11" East 37.64 Feet; thence South 89° 04' 29" East 66.77 Feet; thence North 61° 27' 01" East 203.45 Feet; thence North 56° 48' 42" East 173.84 Feet; thence North 36° 37' 40" East 46.78 Feet; thence North 16° 50' 18" East 93.79 Feet; thence North 33° 35' 37" East 256.31 Feet; thence North 31° 23' 56" East 127.51 Feet; thence North 27° 38' 18" East 113.44 Feet; thence North 37° 14' 20" East 65.07 Feet; thence North 70° 14' 29" East 59.93 Feet; thence North 82° 59' 44" East 214.81 Feet; thence North 67° 43' 55" East 71.13 Feet; thence North 35° 24' 43" East 96.80 Feet; thence North 39° 02' 26" East 92.47 Feet; thence North 51° 01' 43" East 50.65 Feet; thence North 65° 32' 53" East 97.44 Feet; thence North 74° 05' 37" East 84.79 Feet; thence North 75° 51' 40" East 130.51 Feet; thence North 69° 05' 55" East 110.17 Feet; thence North 61° 49' 08" East 131.06 Feet; thence North 54° 19' 01" East 103.08 Feet; thence North 65° 44' 46" East 144.77 Feet; thence North 75° 13' 26" East 189.33 Feet; thence North 79° 28' 25" East 101.44 Feet; thence North 86° 46' 57" East 127.07 Feet; thence North 87° 58' 06" East 277.14 Feet; thence South 86° 54' 18" East 240.98 Feet; thence South 79° 55' 56" East 184.01 Feet; thence South 64° 12' 50" East 169.53 Feet; thence South 48° 00' 15" East 169.76 Feet; thence South 49° 29' 40" East 149.04 Feet; thence South 51° 25' 18" East 129.10 Feet; thence South 59° 31' 43" East 97.00 Feet; thence South 72° 39' 21" East 104.01 Feet; thence South 73° 54' 14" East 231.05 Feet; thence South 75° 24' 29" East 133.60 Feet; thence South 80° 30' 31" East 101.81 Feet; thence South 78° 17' 03" East 98.96 Feet; thence South 75° 07' 45" East 93.25 Feet; thence South 74° 15' 47" East 158.42 Feet; thence South 79° 33' 02" East 42.72 Feet; thence South 88° 32' 49" East 63.32 Feet; thence South 86° 33' 01" East 59.20 Feet; thence South 89° 23' 39" East 90.07 Feet; thence North 88° 35' 34" East 39.58 Feet; thence South 87° 43' 49" East 91.65 Feet; thence North 83° 32' 00" East 103.45 Feet; thence North 89° 09' 58" East 103.02 Feet; thence South 87° 51' 21" East 228.24 Feet; thence South 88° 01' 36" East 199.54 Feet; thence South 88° 52' 31" East 85.50 Feet; thence South 68° 27' 46" East 97.15 Feet; thence South 56° 49' 29" East 131.93 Feet; thence South 56° 02' 40" East 297.33 Feet; thence South 54° 53' 34" East 194.07 Feet; thence South 62° 58' 52" East 91.40 Feet; thence South 74° 49' 55" East 83.22 Feet; thence South 64° 12' 23" East 94.89 Feet; thence South 67° 57' 12" East 67.86 Feet; thence South 84° 42' 45" East 68.79 Feet; thence South 86° 55' 21" East 204.18 Feet; thence South 50° 36' 29" East 215.59 Feet; thence South 53° 15' 16" East 177.42 Feet; thence South 52° 48' 49" East 80.27 Feet; thence South 47° 54' 58" East 98.16 Feet; thence South 37° 29' 01" East 104.14 Feet; thence South 36° 18' 52" East 79.28 Feet; thence South 48° 02' 45" East 113.30 Feet; thence South 53° 26' 31" East 82.45 Feet; thence South 49° 22' 19" East 120.69 Feet;

thence South 32° 52' 17" East 139.47 Feet; thence South 37° 24' 37" East 85.35 Feet; thence South 49° 36' 26" East 47.99 Feet; thence South 59° 53' 02" East 190.20 Feet; thence South 73° 59' 00" East 134.23 Feet; thence South 81° 27' 19" East 82.17 Feet; thence North 82° 15' 01" East 88.91 Feet; thence North 86° 32' 48" East 32.07 Feet; thence South 86° 24' 00" East 39.17 Feet; thence South 65° 58' 47" East 30.58 Feet to West Hoytsville Road.

Section D

A Gravel Road running through Section 30, Township 2 North, Range 5 East, SLB&M, (Basis of Bearing is Utah North State Plane, NAD83), all courses are along said Gravel Road. Beginning at an intersection of said gravel road which is North 72° 19' 02" East 19858.33 feet from the South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M and running thence South 03° 56' 30" West 30.25 Feet; thence South 36° 45' 31" West 30.46 Feet; thence South 51° 33' 56" West 60.22 Feet; thence South 63° 19' 47" West 66.41 Feet; thence South 61° 40' 34" West 93.84 Feet; thence South 51° 13' 50" West 189.65 Feet; thence South 56° 35' 39" West 189.69 Feet; thence South 51° 49' 55" West 124.80 Feet; thence South 46° 39' 49" West 85.30 Feet; thence South 56° 35' 42" West 226.19 Feet; thence South 69° 31' 15" West 126.50 Feet; thence South 62° 06' 52" West 128.55 Feet; thence South 52° 07' 24" West 62.44 Feet; thence South 22° 30' 07" West 60.93 Feet; thence South 17° 40' 28" West 260.70 Feet; thence South 38° 37' 11" West 62.86 Feet; thence South 46° 03' 04" West 167.13 Feet; thence South 57° 23' 29" West 268.30 Feet; thence South 51° 58' 46" West 134.10 Feet; thence South 37° 09' 22" West 65.66 Feet; thence South 10° 09' 56" West 63.54 Feet; thence South 08° 19' 46" West 92.57 Feet; thence South 27° 35' 37" West 95.62 Feet; thence South 26° 06' 31" West 351.02 Feet; thence South 35° 31' 55" West 94.22 Feet; thence South 47° 56' 31" West 94.29 Feet; thence South 62° 13' 10" West 100.41 Feet; thence South 51° 05' 04" West 128.62 Feet; thence South 44° 07' 42" West 216.57 Feet; thence South 40° 09' 56" West 124.03 Feet; thence South 49° 54' 57" West 127.08 Feet; thence South 61° 32' 16" West 64.33 Feet; thence South 80° 55' 19" West 65.06 Feet; thence North 82° 06' 36" West 92.96 Feet; thence South 88° 17' 36" West 62.17 Feet; thence South 57° 50' 17" West 95.48 Feet; thence South 66° 56' 02" West 63.72 Feet; thence South 75° 02' 51" West 61.61 Feet; thence South 55° 18' 32" West 63.61 Feet; thence South 20° 19' 54" West 31.79 Feet; thence South 13° 11' 05" East 63.79 Feet; thence South 11° 45' 32" East 62.94 Feet; thence South 09° 55' 40" West 62.13 Feet; thence South 26° 13' 33" West 62.82 Feet; thence South 33° 16' 00" West 94.16 Feet; thence South 40° 38' 51" West 91.20 Feet; thence South 34° 22' 39" West 94.44 Feet; thence South 24° 00' 10" West 96.56 Feet; thence South 08° 03' 43" West 93.66 Feet; thence South 20° 38' 09" West 95.79 Feet; thence South 09° 25' 42" West 95.27 Feet; thence South 04° 37' 40" West 65.08 Feet; thence South 14° 34' 41" West 62.68 Feet; thence South 30° 49' 59" West 66.30 Feet; thence South 36° 02' 49" West 97.79 Feet; thence South 38° 57' 38" West 107.78 Feet; thence South 34° 14' 45" West 63.42 Feet; thence South 31° 52' 04" West 125.20 Feet; thence South 30° 04' 33" West 125.50 Feet; thence South 27° 48' 23" West 218.71 Feet to an existing gate.

Section E

A Gravel Road running through Sections 24, 25 and 26 of Township 2 North, Range 4 East, SLB&M (Basis of Bearing Utah North State Plane, NAD83), all courses are along said gravel road. Beginning at an intersection of said gravel road, said intersection being North 53° 19' 40" East 13351.24 feet from the South ¼ Corner of Section 27, Township 2 North, Range 4 East, SLB&M and running thence South 12° 10' 40" West 116.62 Feet; thence South 08° 43' 06" West 130.15 Feet; thence South 17° 30' 42" West 100.37 Feet; thence South 18° 33' 32" West 191.50 Feet; thence South 14° 01' 32" West 66.97 Feet; thence South 01° 06' 44" West 63.59 Feet; thence South 17° 36' 11" East 60.89 Feet; thence South 31° 57' 20" East 62.54 Feet; thence South 25° 06' 09" East 61.77 Feet; thence South 17° 28' 09" East 258.14 Feet; thence South 17° 44' 14" East 261.96 Feet; thence South 14° 22' 50" East 96.39 Feet; thence South 01° 49' 16" East 445.00 Feet; thence South 02° 00' 38" West 97.52 Feet; thence South 25° 10' 54" West 64.70 Feet; thence South 48° 23' 41" West 100.71 Feet; thence South 52° 08' 08" West 362.89 Feet; thence South 54° 02' 09" West 329.09 Feet; thence South 46° 15' 20" West 137.11 Feet; thence South 40° 19' 56" West 112.68 Feet; thence South 35° 13' 18" West 104.84 Feet; thence South 37° 23' 28" West 128.36 Feet; thence South 32° 48' 46" West 97.11 Feet; thence South 26° 11' 14" West 189.93 Feet; thence South 28° 57' 59" West 319.75 Feet; thence South 26° 40' 21" West 234.42 Feet; thence South 23° 34' 53" West 156.29 Feet; thence South 31° 29' 15" West 129.77 Feet; thence South 28° 26' 12" West 134.07 Feet; thence South 05° 19' 39" West 352.54 Feet; thence South 06° 59' 29" West 383.77 Feet; thence South 09° 45' 01" West 236.16 Feet; thence South 02° 09' 37" West 130.03 Feet; thence South 03° 18' 35" West 102.29 Feet; thence South 12° 14' 47" West 98.93 Feet; thence South 27° 09' 02" West 99.36 Feet; thence South 38° 16' 57" West 99.46 Feet; thence South 43° 26' 06" West 183.06 Feet; thence South 44° 07' 34" West 222.79 Feet; thence South 52° 18' 07" West 160.84 Feet; thence South 40° 23' 09" West 63.47 Feet; thence South 27° 37' 33" West 107.01 Feet; thence South 28° 42' 19" West 94.33 Feet; thence South 40° 21' 24" West 66.62 Feet; thence South 56° 31' 13" West 64.41 Feet; thence South 63° 27' 34" West 193.71 Feet; thence South 66° 35' 26" West 202.41 Feet; thence South 75° 53' 50" West 159.89 Feet; thence South 88° 44' 24" West 86.17 Feet; thence North 79° 08' 56" West 63.80 Feet; thence North 76° 54' 42" West 65.05 Feet; thence North 85° 54' 07" West 64.81 Feet; thence South 78° 49' 30" West 65.69 Feet; thence South 62° 32' 19" West 61.91 Feet; thence South 51° 56' 55" West 61.37 Feet; thence South 46° 32' 15" West 62.14 Feet; thence South 38° 34' 59" West 124.18 Feet; thence South 41° 11' 41" West 31.10 Feet; thence South 56° 27' 47" West 48.24 Feet; thence South 65° 37' 46" West 223.37 Feet; thence South 61° 51' 31" West 210.54 Feet; thence South 42° 14' 51" West 30.88 Feet; thence South 21° 04' 11" West 30.03 Feet; thence South 10° 47' 24" West 130.70 Feet; thence South 12° 16' 57" West 123.14 Feet; thence South 17° 23' 01" West 157.28 Feet; thence South 17° 41' 35" West 178.94 Feet; thence South 32° 36' 07" West 140.71 Feet; thence South 36° 53' 00" West 30.00 Feet more or less to the Robinson Gate.

EXHIBIT D

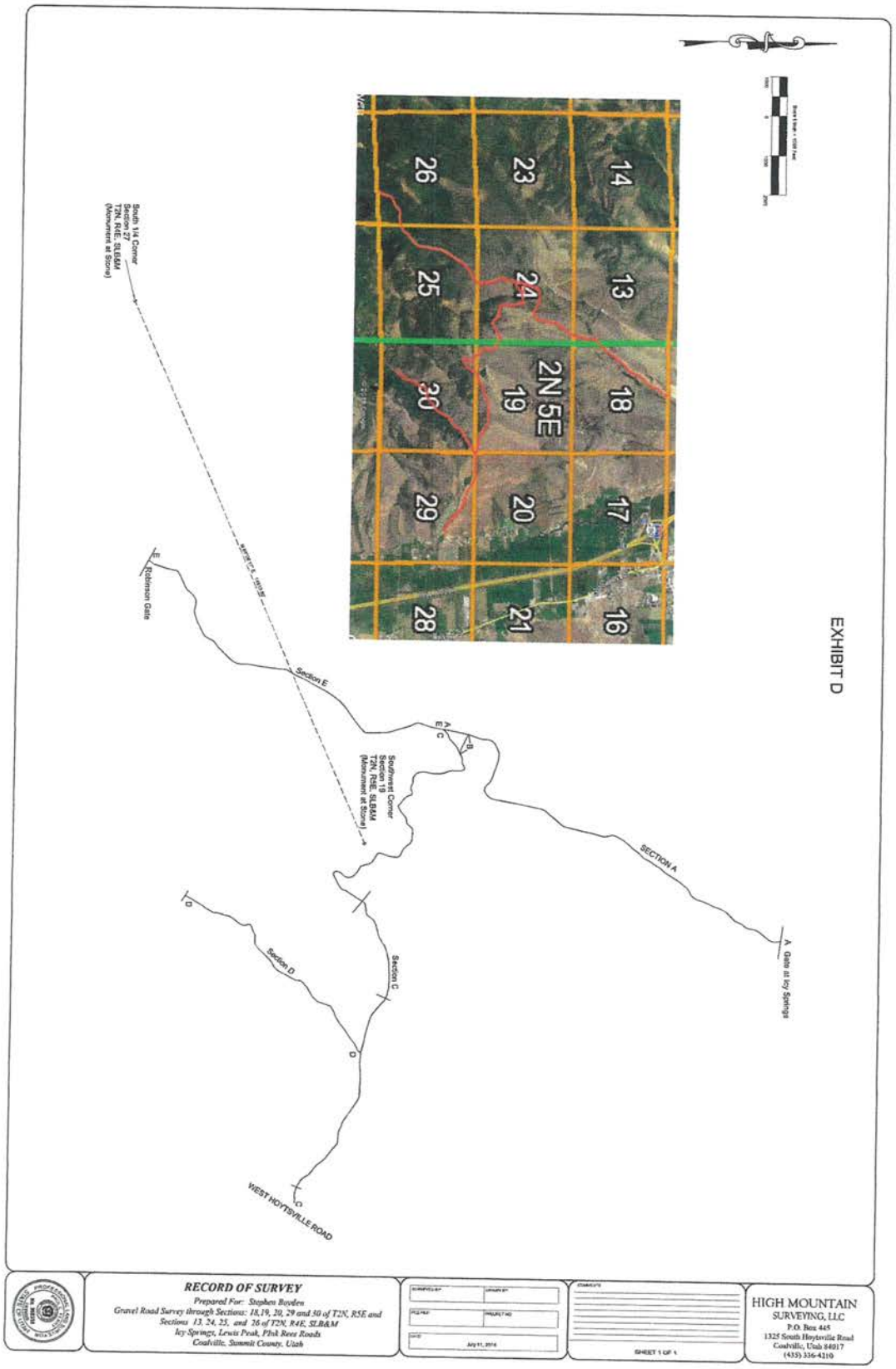

EXHIBIT D
26
23
14
25
24
13
2N 5E
19
18
30
29
20
17
28
21
16
South 1/4 Corner
Section 27
T2N, R4E, SLB&M
(Monument at Stone)
Robinson Gate
Section E
Southwest Corner
Section 19
T2N, R5E, SLB&M
(Monument at Stone)
SECTION A
A Gate at Ivy Springs
Section D
Section C
WEST HOYTSVILLE ROAD
RECORD OF SURVEY
Prepared For: Stephen Boyden
Gravel Road Survey through Sections: 18,19, 20, 29 and 30 of T2N, R5E and
Sections 13, 24, 25, and 26 of T2N, R4E, SLB&M
Ivy Springs, Lewis Peak, Phok Rees Roads
Coalville, Summit County, Utah
July 11, 2016
SHEET 1 OF 1
HIGH MOUNTAIN
SURVEYING, LLC
P.O. Box 445
1325 South Hoytsville Road
Coalville, Utah 84017
(435) 336-4210

EXHIBIT D

Brandon C. Brady

From: Lynn Wood <lynnwoodcpa@gmail.com>
Sent: Thursday, November 19, 2020 2:37 PM
To: County Council
Cc: Brandon C. Brady
Subject: Public Hearing - Road Vacation Petition
Attachments: L__140 Wohali_06_Design_Prelimimary Plat_06_Design_Wohali AG Zoning Preliminary Plan Submittal_ROADWAY PLAN - MPD Roadway Plan.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Summit County Council Members:

I listened to the recent council meeting on Monday Nov 16, 2020 and believe there is an important issue of public safety that was not addressed during the discussion of the road vacation petition.

The staff report lists 6 policy factors to consider when vacating a public road or right-of-way.

"#2 - Potential future uses of the road or highway"

There is a likely "future use" that the Council needs to be aware of. As a resident of Coalville I have closely followed the approval process of the Wohali project. The Coalville City Council will be voting on this application shortly and is likely to approve 125 residences and 300+ nightly rental units. As can be seen on the attached Roadway Plan, a portion of Icy Springs road and all of Coal Hollow Road have been designated as "Emergency Access". A crash gate is planned where Icy Springs Road leaves the Wohali property.

Two potential emergency situations immediately come to mind requiring clear access to these (currently) public roads.

1. There is only one bridge over the Weber river that services this project. If it were flooded, damaged or otherwise blocked the emergency access would become critical. Coal Hollow Road is the only other way out of the project.
2. A brush fire is an even greater and more likely concern. The recent fire on Icy Springs Road just this past July is a reminder of how quickly flames can spread in this dry area. There are likely to be hundreds if not thousands of residents and guests who would be in need of a safe and clear egress in the event of a future brush fire.

These roads are not merely a "road to nowhere" with access to no place the public needs to go, as was discussed in the meeting. They could very well be a road to safety for the future residents and guests of Wohali. I ask you to carefully consider this compelling public safety issue and the need for Summit County to maintain control of this important egress to ensure it is clear and accessible in the event it is needed.

The primary reason the applicants gave for requesting the roads be vacated was to limit unnecessary public access and prevent trespass. I am very sympathetic to this concern. However, there may be a more direct approach to the problem. As indicated in the staff report, under Utah law the Summit

County Manager has the authority to determine where and when gates may be placed on public roads. Working with the land owners to determine the extent of the problem and the best location for a County controlled gate seems a reasonable solution.

To vacate these roads will lead to a confusing maze of easements and individually locked gates that could be very detrimental to a safe evacuation of the Wohali project. In the interest of public safety, I urge the Council to maintain Summit County control over these roads and work with the land owners to alleviate the concerns with unnecessary public access. I appreciate your time and consideration of the public interests and look forward to your decision.

Sincerely,
--
Lynn Wood
Coalville Resident

STAFF REPORT

To: County Council
From: Mike Kendell, County Engineer
Date: March 3, 2021
Subject: VAIX Inc, Franchise Agreement.

Background:
This is a Franchise Agreement between Summit County and Vaix Inc, dba SenaWave Communications. They are a local Utah Company based out of Salt Lake City. They were established in 2011, and have been providing Fiber and fixed wireless services for 10 years. They employee their own crews to install and maintain their infrastructure.

Because of the COVID-19 pandemic, more people started working from home. The demand for fixed wireless and fiber increased, so last summer they inquired about utilizing the County Right of Way to install infrastructure to provide services to the Kimball Junction Area and throughout Summit County.

The County sent them a copy of the standard Franchise Agreement for them to review and sign.

We did make two (2) additions to the standard agreement.

1. Section 3.1 Conditions of Occupancy. In an effort to help the Engineering Department better manage the Right of Way, and the all infrastructure contained within it, we requested that they provide an inventory (GIS format) of all infrastructure within the Right of Way.

2. Section 6.1 Grounds for Termination. The County may terminate or revoke this Franchise and all rights and privileges herein provided for any of the following reasons. Section B has been added.

   B. Failure to provide inventory of all infrastructure within the Right of way, currently existing and as it is constructed per Section 3.1.

They had no objections, and have signed a Franchise Agreement between Summit County and VAIX Inc. (See Appendix A). Dave Thomas has reviewed the signed agreement.

Recommendation:
Staff recommends that County Council approve the Franchise Agreement.

FRANCHISE AGREEMENT BETWEEN
SUMMIT COUNTY, UTAH AND
VAIX INC.

This Franchise Agreement ("Franchise") is between Summit County, Utah, hereinafter referred to as the "County" and Vaix Inc. ("Fiber Provider"), an Utah based Corporation, hereinafter referred to as "the Grantee." The County and the Grantee are referred to together as "the Parties."

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

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. "County" means Summit County, Utah, or the lawful successor, transferee, or assignee thereof.

C. "FCC" means Federal Communications Commission or successor governmental entity thereto.

D. "Fiber Optic System" means the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Fiber Optic Service to multiple customers within the Service Area.

E. "Grantee" means Fiber Provider or the lawful successor, transferee, or assignee thereof.

F. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the County.

H. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Service Area which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Fiber Optic System. Public Way shall also mean any easement now or hereafter held by the County within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Fiber Optic System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Fiber Optic System. Public Way shall not include bike paths or trails not dedicated for utility services or compatible uses.

I. "Service Area" means the present boundaries of the County, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

SECTION 2

Grant of Franchise

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

2.2 Competitive Equity. The Grantee acknowledges and agrees that the County reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Fiber Optic Services within the County; provided, the County agrees that, within ninety (90) days of

the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: insurance; System build-out requirements; security instruments; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent.

2.3 Term. The Franchise granted hereunder shall be for an initial term of ten (10) years commencing on the Effective Date of the Franchise as set forth in subsection 7.7, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Fiber Optic System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Within 30 days of signing this document, provide an inventory of all infrastructure within the Right of Way, in a GIS format, to the County Engineer's office. Newly constructed infrastructure shall be submitted, in a GIS format, to the County Engineer's office within 7 days of completion.

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

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

3.4 Relocation for the County. Upon its receipt of reasonable advance written notice, to be not less than five (5) business days in the event of a temporary relocation and no less than ten (10) business days for a permanent relocation, the Grantee shall, at its own expense except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the County by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services.

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

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

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

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

A. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electronic services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the County Engineer to determine whether the construction will be aerial or underground, and wherever possible depending on the season and the location construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, underground. If the reason for not putting the facilities underground is seasonal, subject to County waiver as weather and other conditions may require the Grantee shall make reasonable efforts to move such facilities underground as weather permits, but no later than June 30 of the next summer.

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

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

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

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

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

SECTION 4

Regulation by the County

4.1 Renewal of Franchise.

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

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

4.2 Conditions of Sale. If a renewal of the Grantee's Franchise is denied or the Grantee's Franchise is lawfully terminated pursuant to Section 6 of this Franchise, and the County either lawfully acquires ownership of the Fiber Optic System or by its actions lawfully effects a transfer of ownership of the Fiber Optic System to another party, any such acquisition

or transfer shall be in accordance with federal law.

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

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

SECTION 5

Insurance and Indemnification

5.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive Commercial General Liability Insurance in the amount of Two Million Dollars ($2,000,000) combined single limit per occurrence and Three Million Dollars ($3,000,000) aggregate for bodily injury and property damage. The Grantee shall provide a Certificate of Insurance designating the County as an additional insured to the County. Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits of no less than $500,000 combined single limit per accident for bodily injury and property damage. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the County. Upon written notice from the County, the Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

5.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the County, its officers, boards and employees, from and against any and all claims, demands, liens, and all liability for damages of whatsoever kind, including but not limited to any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise, and to pay any

and all costs, including reasonable attorney's fees, incurred by the County in defense of such claims, provided that the County shall give the Grantee written notice of its obligation to indemnify the County within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the County for any damages, liability or claims resulting from the willful misconduct or negligence of the County.

SECTION 6

Enforcement and Termination of Franchise

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

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

B. Failure to provide inventory of all infrastructure within the Right of Way, currently existing and as it is constructed per Section 3.1.

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

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

6.4 Uncontrollable Events. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to

noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control including any delays caused by the County.

6.5 Bonds and Surety

A. Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence.

B. Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

6.6 Termination by Grantee. Notwithstanding any other provision of this Franchise to the contrary, Grantee may terminate this Franchise with or without cause six months after giving the County notice of Grantee's intent to terminate.

SECTION 7

Miscellaneous Provisions

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

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

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

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

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

With Copy to:

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

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

Vaix Inc.Attn: Executive Director
2075 S Pioneer Road
Salt Lake City UT 84104

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

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

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

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

7.7 Effective Date. The Effective Date of this Franchise is the 8 day of Feb, 2021 pursuant to the provisions of applicable law. This Franchise shall expire on the 31st day of Jan, 2029, unless extended by the mutual agreement of the Parties.

Considered and approved this 8 day of Feb 2021

SUMMIT COUNTY

_____

Glenn Wright, Chair
Summit County Council

VAIX INC.



David Bradshaw

STAFF REPORT

To:	Summit County Council
From:	Patrick Putt, Community Development Director
Date of Meeting:	March 3, 2021
Type of Item:	Committee Appointment—Cedar Crest Village Overlay Committee
Process:	Administrative

Pursuant to the Eastern Summit County Development Code, Section 11-3-8-B.3a, the County Council appoints members to the Cedar Crest Overlay Committee to represent the Village Overlay (VO) applicants in developing a land plan. An original committee member, Mike Crittenden, has stepped down from the committee albeit he remains a property owner in the VO application. The VO property owners have requested that Chris Gamvroulas, President of Ivory Homes Development, to appointed to the committee to replace Mr. Crittenden. Ivory Homes has placed property with the Village Overlay boundary under contract. Staff recommends Council make the requested appointment.

MINUTES

SUMMIT COUNTY

BOARD OF COUNTY COUNCIL

WEDNESDAY, FEBRUARY 17, 2021

Consistent with provisions of the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-207(4), the Summit County Council Chair has issued written determinations supporting Summit County Council's decision to convene electronic meetings of the Council without a physical anchor location. Due to the health and safety risks related to the ongoing COVID-19 pandemic and considering public health orders limiting in-person gatherings, members of the public should not attend Council meetings in person. However, members of the public are invited and encouraged to view and participate in the Council's electronic meetings as described below.

To view Council meeting, live, visit the "Summit County, Utah" Facebook page.
OR
To participate in Council meeting: Join Zoom Meeting at https://zoom.us/j/772302472
OR
To listen by phone only: Dial 1-301-715-8592, Meeting ID: 279-421-350

PRESENT:

Glenn Wright, *Chair*
Chris Robinson, *Council Vice-Chair*
Roger Armstrong, *Council Member*
Doug Clyde, *Council Member*
Malena Stevens, ***C****ouncil Member*
Margaret Olson, *Attorney*
Tom Fisher, *Manager*
Janna Young, *Deputy Manager*
Annette Singleton, *Executive Assistant*
Kent Jones, *Clerk*

The Council was called to order at 1:37 p.m.

Closed Session – Personnel, Security, Litigation, and Property Acquisition

Council Member Clyde made a motion to convene in closed session to discuss personnel. Council Member Stevens seconded and all voted in favor, 5-0.

The Summit County Council met in closed session from 1:38 p.m. to 2:06 p.m. to discuss personnel. Those in attendance were:

Glenn Wright, *Chair*
Chris Robinson, *Council Vice-Chair*
Doug Clyde, *Council Member*
Malena Stevens, *Council Member*
Roger Armstrong, *Council Member*
Tom Fisher, *Manager*
Rich Bullough, *Health Director*

Council Member Clyde made a motion to leave session to discuss personnel and convene in closed session to discuss security. Council Member Stevens seconded and all voted in favor, 5-0.

The Summit County Council met in closed session from 2:06 p.m. to 2:38 p.m. to discuss security. Those in attendance were:

Glenn Wright, *Chair*
Chris Robinson, *Council Vice-Chair*
Doug Clyde, *Council Member*
Malena Stevens, *Council Member*
Roger Armstrong, *Council Member*

Tom Fisher, *Manager*
Annette Singleton, *Executive Assistant*
Margaret Olson, *Attorney*
Janna Young, *Deputy Manager*
Dave Thomas, *Chief Civil Deputy Attorney*
Rich Bullough, *Health Director*
Phil Bondurant, *Health Department*

Council Member Clyde made a motion to leave session to discuss security and convene in closed session to discuss litigation. Council Member Stevens seconded and all voted in favor, 5-0.

The Summit County Council met in closed session from 2:38 p.m. to 2:52 p.m. to discuss litigation. Those in attendance were:

Glenn Wright, *Chair*
Chris Robinson, *Council Vice-Chair*
Doug Clyde, *Council Member*
Malena Stevens, *Council Member*
Roger Armstrong, *Council Member*

Tom Fisher, *Manager*
Annette Singleton, *Executive Assistant*
Margaret Olson, *Attorney*
Janna Young, *Deputy Manager*
Dave Thomas, *Chief Civil Deputy Attorney*
Matt McCune, *Attorney*

Council Member Armstrong made a motion to leave session to discuss litigation and convene in closed session to discuss property acquisition. Council Member Stevens seconded and all voted in favor, 5-0.

The Summit County Council met in closed session from 2:52 p.m. to 3:21 p.m. to discuss property acquisition. Those in attendance were:

Glenn Wright, *Chair*
Chris Robinson, *Council Vice-Chair*
Doug Clyde, *Council Member*
Malena Stevens, *Council Member*
Roger Armstrong, *Council Member*

Tom Fisher, *Manager*
Annette Singleton, *Executive Assistant*
Margaret Olson, *Attorney*
Janna Young, *Deputy Manager*
Dave Thomas, *Chief Civil Deputy Attorney*
Pat Putt, *Community Development Director*
Peter Barnes, *Planning*
Kirsten Whetstone, *Planning*

Council Member Robinson made a motion to leave session to discuss property acquisition and convene in open session. Council Member Stevens seconded and all voted in favor, 5-0.

Pledge of Allegiance

Convene as the Governing Board of Snyderville Basin Special Recreation District

Council Member Stevens made a motion to convene as the Governing Board of the Snyderville Basin Special Recreation District. Council Member Clyde seconded and all voted in favor, 5-0.

Discussion and possible approval of Commercial Real Estate Purchase Contract for Parcel PP-50; Dana Jones and Melissa O'Brien

Dana Jones, Director of the Snyderville Basin Special Recreation District, along with Melissa O'Brien, reviewed the following staff report and recommended the Council consider approval of a Commercial Real Estate Contract for Parcel PP-50.

There was some discussion regarding possible liens on the property and a clear title report. The matter will come back before the Council when the concerns are resolved.

Update on Snyderville Basin trail issues; Matt Wagoner and Ben Castro

Ms. Jones, Ben Castro, and Matt Wagoner, from the Snyderville Basin Recreation District, then submitted the following staff report and gave an update regarding trail issues, transportation, traffic, and parking.

Dismiss as the Governing Board of Snyderville Basin Special Recreation District

Council Member Clyde made a motion to dismiss as the Governing Board of the Snyderville Basin Special Recreation District and reconvene as the County Council. Council Member Stevens seconded and all voted in favor, 5-0.

Work Session

Legislative update; Jami Brackin and Janna Young

Janna Young, Deputy Manager, and Jami Brackin, Deputy Attorney, reviewed the following staff report and gave an update of the General Session of the 2021 Utah State Legislature.

Consideration of Approval

Discussion and possible approval of an extension to the Old Ranch Road Final Subdivision Plat, consisting of 8 lots, located on Parcels PP-123-A, PP-123-B, and SS-59-1; Farley Eskelson, Applicant, and Jennifer Strader, County Planner

Jennifer Strader, County Planner, presented the following staff report outlining a request for an extension to the Old Ranch Road Final Subdivision Plat located on Parcels PP-123-A PP-123-B, and SS-59-1 with a recommendation of approval.

Council Member Robinson made a motion to approve the extension request to the Old Ranch Road Final Subdivision Plat, consisting of 8 lots, located on Parcels PP-123-A, PP-123-B, and SS-59-1; Farley Eskelson, Applicant, as recommended by Staff. Council Member Stevens seconded with all voting in favor, 5-0.

Discussion and possible approval of Memorandum of Understanding between Summit County and Wasatch County regarding regional transportation planning; Caroline Rodriguez

Caroline Rodriguez, Regional Transportation Director, presented the following Memorandum of Understanding between Summit and Wasatch Counties for consideration regarding joint planning. If the Council approves, the County Manager will sign as the Representative.

Council Member Armstrong made a motion to approve the Memorandum of Understanding between Summit County and Wasatch County regarding regional transportation planning as presented to be signed by Manager Fisher. Council Member Robinson seconded with all voting in favor, 5-0.

Advice and consent of County Manager's recommendation to appoint members to the Summit County Fair Advisory Board

Council Member Robinson made a motion to consent to the County Manager's recommendation to reappoint Katie Silcox and Elsie Ercanbrack, and appoint Elizabeth Cohen and Betty Morin to the Summit County Fair Advisory Board, each terms of service to expire December 31, 2023. Council Member Clyde seconded the motion and all voted in favor, 5-0.

Advice and consent of County Manager's recommendation to appoint members to the Summit County Board of Health

Council Member Stevens made a motion to consent to the County Manager's recommendation to reappoint Doug Evans and Dorothy Adams to the Summit County Board of Health. Doug's term of service to expire December 31, 2022 and Dorothy's term of service to expire December 31, 2023. Council Member Clyde seconded and all voted in favor, 5-0.

Discussion and adoption of Proclamation 2021-04, a Proclamation Recognizing Greg "Gus" Winterton for 24.5 Years of Public Service to the Citizens of Utah; Justin Martinez and Andrew Wright

Council Member Robinson made a motion to approve Proclamation 2021-04, a Proclamation Recognizing Greg "Gus" Winterton for 24.5 Years of Public Service to the Citizens of Utah. Council Member Stevens seconded and all voted in favor, 5-0.

Council Comments

- Council Member Stevens attended an arts council meeting discussing support for artists and culture in the county. They also talked about how to better serve Eastern County.
- A community meeting is set for March 5 to discuss place keeping for rural communities

- Council Member Robinson met with Emily Quinton regarding C-Pace. A work session is scheduled for further discussion
- Another work session is planned for discussion regarding Community 100 which is regarding 100 % renewable energy.

- Tomorrow is the first meeting of the newly formed Summit County Transit Board

- Chair Wright had a meeting with Dakota Pacific discussing transportation issues
- He added that the work session to discuss the Community 100 should include possible support for being an anchor community

Manager Comments

- Manager Fisher noted that KPCW has an app for interviews
- February 23 will be the Council/Leadership Class meeting
- A training on Storm Water Protection had approximately 60 members of the builder community participate
- He, Matt Leavitt, and Brian Baker had a presentation for the upcoming bond sale. The County rating is AAA

If you would like to submit comments to Council, please email publiccomments@summitcounty.org by 12:00 p.m. on Wednesday, the day of the meeting. If you wish to interact with Council at 6:00 p.m., for public input or the public hearing, please follow the "Public Comment and Public Hearing Instructions".

Public Input

There was no public input.

The Council meeting adjourned at 6:05 p.m.

Glenn Wright, *Chair*

Kent Jones, *Clerk*

MINUTES

SUMMIT COUNTY

BOARD OF COUNTY COUNCIL

TUESDAY, FEBRUARY 23, 2021

Consistent with provisions of the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-207(4), the Summit County Council Chair has issued written determinations supporting Summit County Council's decision to convene electronic meetings of the Council without a physical anchor location. Due to the health and safety risks related to the ongoing COVID-19 pandemic and considering public health orders limiting in-person gatherings, members of the public should not attend Council meetings in person. However, members of the public are invited and encouraged to view and participate in the Council's electronic meetings as described below.

Join Leadership Park City's Zoom Meeting:

https://us02web.zoom.us/j/86433681830?pwd=UVU5c1k4b3h3dzNUdllYVVhyUXdndz09

Meeting ID: 864 3368 1830
Passcode: 216959, or dial:
1-346-248-7799

PRESENT:

Glenn Wright, *Chair*
Chris Robinson, *Council Vice-Chair*
Roger Armstrong, *Council Member*
Doug Clyde, *Council Member*
Malena Stevens, *Council Member*

Tom Fisher, *Manager*
Janna Young, *Deputy Manager*
Annette Singleton, *Executive Assistant*
Kent Jones, *Clerk*

The Council was called to order at 4:00 p.m.

Council Members to attend the Leadership Park City Class 27's Zoom meeting regarding how local government works

Council Members joined in the Park City Leadership Class Zoom meeting to discuss and answer questions regarding local government operations. This is an annual event to inform the class and educate them about our county government.

No action was taken or motions made.

The Council meeting adjourned at 5:05 p.m.

Glenn Wright, *Chair*

Kent Jones, *Clerk*

Public Comment and Public Hearing Instructions
3/3/2021

If you would like to make public comments on any public hearing item, or an item not on the agenda, please email publiccomments@summitcounty.org by 12:00 p.m. on Wednesday, March 3rd. Your comments will be read to the Council and made part of the meeting record.

If you are wishing to interact with Council during Public Input and/or the Public Hearing at 6:00 p.m., please:

1. Go to **https://zoom.us/j/772302472**
2. Enter meeting ID: 772-302-2472
3. Type in your full name, so you are identified correctly.
4. Set up your audio preferences.
5. You will be muted upon entering the meeting.
6. If you would like to comment, press the "Raise Hand" button at the bottom of the chat window.
7. When it is your turn to comment, the moderator will unmute your microphone. You will then be muted again after you are done speaking.

STAFF REPORT

To: County Council
From: Mike Kendell, County Engineer
Date: March 3, 2021
Subject: Summit County Code Title 12: Flood Control and adoption of FIRM and FIS.

Background:
Flooding is the most common disaster in the United States. Flood risk can, and does, change over time. Flood risk can change for many reasons, including land development, erosion, increasing storm intensity, wildfires, and other causes.

In June 2010, the Federal Emergency Management Agency (FEMA) in cooperation with the State of Utah Division of Emergency Management, local municipalities, and Summit County personnel, identified flood study needs, which was the first step in updating the Flood Insurance Rate Maps (FIRM) within Summit County.

PROJECT SCOPE:
The study included the following stream reaches.

Summit County:
Weber River: Chalk Creek upstream to Coalville corporate limit (Limited detail)
Weber River: Coalville corporate limit upstream to Rockport Reservoir (Approximate)
Rockport Reservoir: upstream to Oakley corporate limit (Approximate)
Silver Creek: I-80 upstream to Marsac Ave (Detailed)

Coalville:
Chalk Creek: from confluence with Weber River upstream 2.5 miles (Limited detail)

Kamas:
Beaver Creek: 0.5 miles downstream of corporate limits of Kamas to 700 East (Detailed)

Oakley:
Weber River: from western Oakley corporate limit to 1 mile upstream of Pinion Lane (Detailed)

Park City:
Silver Creek: from I-80 upstream to Marsac Ave (Park City/County) (Detailed)
Empire Canyon: from the confluence with Silver Creek upstream approx. 2 miles (Detailed)

P.O. Box 128 · Coalville, UT 84017
Coalville: (435) 336-3250 · Kamas: (435) 783-4351 ext. 3250 · Park City (435) 615-3250
Fax: (435) 336-3043 · Park City Fax (435) 615-3043

PROJECT TIMELINE:

June 24, 2010
Flood study needs were identified.

February 28, 2012
Study Kickoff

December 2015/January 2016
Community Flood Risk Reviews

November 17, 2016
Preliminary FIRM Released to local community for review and comment.

August 30 – November 28, 2017
90-day appeal period #1

2018-2020
Park City appeal resolution

February 26 – May 26, 2020
90-day appeal period #2

September 23, 2020
Letter of Final Determination
(started 6-month community adoption Period)

March 23, 2021
FIRMs effective – once effective, the new maps will be used for community floodplain management and flood insurance rating purposes.

6-MONTH COMMUNITY ADOPTION PROCESS:

The Letter of Final Determination (See Appendix A) sets a 6-month adoption process and conditions that are required to be met to remain eligible in the National Flood Insurance Program (NFIP).

First: adoption of the effective FIRM and Flood Insurance Study (FIS) report

Second: adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

I emailed Summit County's existing Title 12 Flood Control code to Kathy Holder, State Floodplain Manager, and Matt Buddie, FEMA Region 8, for review. They found that we needed to add a few definitions and state that the standards are legally enforceable.

Utah IBC Codes have some language in them that address flood control that are more stringent than the NFIP minimums. The following standards have added into Title 12, so the requirements would be together and decrease the possibility of missed in design and review. The proposed Title 12 Flood Control Code with the following changes are found in Appendix B.

- 12-4-2.A Lowest living floor is one foot above the base flood elevation (BFE). This is the same as IBC 2018, which references ASCE 24-05 Table 2.
- 12-4-1.H Buoyancy anchoring: tanks located within a Special Flood Hazard Area
- 12-1-3 Critical Facilities: lowest living floor is two feet above BFE.
- 12-4-2.F Bridges 2' of free board.
- 12-4-2.F Bridges to critical facilities 3' of freeboard
- 12-4-5.B Conditional Letter of Map Change (CLOMC) if developing within Floodway.

A Summary of Map Actions (SOMA) was included with the Letter of Final Determination. The summary (Appendix C) contains previous Letter of Map Change (LOMC) actions that have previously been approved by FEMA, that are changes or variances to the existing FIRM. During the study, all of the LOMCs were reviewed for accuracy and attempted to valid each of them. If a LOMC is found to not be accurate, the applicant is notified that their previous LOMC is no longer valid. Fortunately all existing LOMCs within unincorported Summit County were able to be validated. Validation will occur 1 day after the maps become effect at no cost the applicants.

Recommendation:
Staff recommends that the County Council open the public hearing and after consideration of any information received by the public, adopted the proposed Title 12 Flood Control, and Flood Insurance Rate Maps (FIRM), and Flood Insurance Study (FIS).

Attachments:

Appendix A: Letter of Final Determination
Appendix B: Title 12 - Flood Control
Appendix C: Summary of Map Actions
Appendix D: Flood Insurance Rate Maps (FIRM)
Appendix E: Flood Insurance Study (FIS)

Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
115-I

September 23, 2020

The Honorable Doug Clyde
Chairman, Summit County Council
P.O. Box 128
Coalville, Utah 84017

Community Name: Summit County, Utah (Unincorporated Areas)
Community No.: 490134
Map Panels Affected: See FIRM Index

Dear Mr. Clyde:

On August 16, 2017, you were notified of proposed modified flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Summit County, Utah, and Incorporated Areas. The statutory 90-day appeal period that was initiated on August 30, 2017, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of the proposed flood hazard determinations for your community in the *Park Record*, has elapsed.

FEMA received no valid requests for changes in the proposed flood hazard determinations. Therefore, the determination of the Agency as to the flood hazard information for your community is considered final. FEMA will publish a notice of final flood hazard determinations in the *Federal Register* as soon as possible. The modified flood hazard information and revised map panels for your community will be effective as of March 23, 2021 and will revise the FIRM that was in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the maps and must be used for all new policies and renewals. Final printed copies of the report and maps will be mailed to you before the effective date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to March 23, 2021, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d);

2. Adopting all the standards of Paragraph 60.3(d) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

Ms. Jeanine Petterson
Director, Mitigation Division
FEMA, Region VIII
Denver Federal Center, Building 710
P.O. Box 25267
Denver, Colorado 80225-0267
(303) 235-4830

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment [LOMAs], Letters of Map Revision [LOMRs]) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the Special Flood Hazard Area as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based are being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877 FEMA MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, we urge you to call the Director, Mitigation Division of FEMA Region 8, in Denver, Colorado, at (303) 235-4830 for assistance. If you have any questions concerning mapping issues in general, please call our FMIX at the toll free number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Frequently Asked Questions Regarding the Effects that Revised Flood Hazards have on Existing Structures, Use of Flood Insurance Study (FIS) Data as Available Data,* and *National Flood Insurance Program Elevation Certificate and Instructions,* can be found on our website at https://www.fema.gov/flood-maps/change-your-flood-zone/letter-final-determination. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosure:
Final SOMA

cc: Community Map Repository
Mr. Michael Kendell, County Engineer, Summit County

SUMMIT COUNTY, UTAH
ORDINANCE NO. _____

AN ORDINANCE AMENDING FLOOD CONTROL REGULATIONS WHICH ARE CODIFIED AS TITLE 12 OF THE SUMMIT COUNTY CODE.

PREAMBLE

WHEREAS, Utah Code Title 17, Chapter 8 grants to counties authority to enact ordinances to provide for the carrying away and safe disposal of natural storm and flood waters; and

WHEREAS, Summit County has previously adopted regulations regarding Flood Control as now found in Summit County Code Title 12; and

WHEREAS, the Summit County Engineer has recommended certain amendments to the Flood Control regulations to create consistency and state and federal regulations; and

WHEREAS, Summit County wants to continue to be part of the Nation Flood Insurance Program; and

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

Section 1. SUMMIT COUNTY CODE, TITLE 12 is amended as depicted in Exhibit A.

Section 2. Effective Date. This Ordinance shall take effect immediately after publication. Enacted this ___ day of_____.

ATTEST:

SUMMIT COUNTY COUNCIL

Kent Jones _____
Summit County Clerk

_____
Glen Wright, Chair

APPROVED AS TO FORM
SUMMIT COUNTY ATTORNEY

_____
Jami R. Brackin, Deputy County Attorney

VOTING OF COUNTY COUNCIL:
Councilmember Stevens _____
Councilmember Robinson _____
Councilmember Clyde _____
Councilmember Armstrong _____
Councilmember Wright _____

TITLE 12
FLOOD CONTROL
CHAPTER 1
PURPOSE; METHODS OF REDUCING FLOOD LOSSES; DEFINITIONS
SECTION:

12-1-1: Purpose
12-1-2: Methods Of Reducing Flood Losses
12-1-3: Definitions

12-1-1: PURPOSE:

It is the purpose of this title to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions to specific areas by provisions designed to do the following:

A. Protect human life and health;

B. Minimize expenditure of public money for costly flood control projects;

C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

D. Minimize prolonged business interruptions;

E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in areas of special flood hazard;

F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;

G. Ensure that potential home buyers are notified that property is in an area of special flood hazard; and

H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-1-2: METHODS OF REDUCING FLOOD LOSSES:

In order to accomplish its purposes, this title includes methods and provisions for:

A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights and velocities;

B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

C. Controlling the alteration of natural floodplains, stream channels and natural protective barriers, which help accommodate or channel floodwaters;

D. Controlling filling, grading, dredging, and other development which may increase flood damage; and

E. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-1-3: DEFINITIONS:

Unless specifically defined below, words or phrases used herein shall be interpreted so as to give them the meanings they have in common usage and to give this title its most reasonable application:

ALLUVIAL FAN FLOODING: Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX: A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING: A designated AO, AH, or VO zone on a community's flood insurance rate map (FIRM) with a one percent (1%) or greater annual chance of flooding to an average depth of one to three feet (3') where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD: The land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD: The flood having a one percent (1%) chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION: The elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, V1–V30 and VE.

BASEMENT: Any area of the building having its floor subgrade (below ground level) on all sides.

CRITICAL FACILITY: a facility where even a slight threat to flooding is too great. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. A critical facility should not be located in a floodplain if at all possible. Under Executive Order 11988, Floodplain Management, Federal agencies funding and/or permitting critical facilities are required to avoid the 0.2 percent (500-year) floodplain or protect the facilities to the 0.2 percent chance flood level.
If a critical facility must be located in a floodplain, it shall be built at least 2' above the base flood elevation (BFE). Access to critical facilities should be design so that it can continue to function and provide services during and after a flood.

CRITICAL FEATURE: An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT: Any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING: A nonbasement building: a) built, in the case of a building in zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and b) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of section 60.3(e)(5) of the national flood insurance program regulations.

EXISTING CONSTRUCTION: For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMS effective before that date. "Existing construction" may also be referred to as "existing structures".

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD INSURANCE RATE MAP (FIRM): An official map of a community, on which the federal emergency management agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY: The official report provided by the federal emergency management agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood boundary-floodway map.

FLOOD OR FLOODING: A general and temporary condition of partial or complete inundation of normally dry land areas from:

A. he overflow of inland or tidal waters.
B. he unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD PROTECTION SYSTEM: Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOODPLAIN MANAGEMENT: The operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS: Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPLAIN OR FLOOD PRONE AREA: Any land area susceptible to being inundated by water from any source (see definition of Flood Or Flooding).

FLOODPROOFING: Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY): The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE: Any structure that is:

A. Listed individually in the National Register of Historic Places (a listing maintained by the department of the interior) or preliminarily determined by the secretary of the interior as meeting the requirements for individual listing on the national register;

B. ertified or preliminarily determined by the secretary of the interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;

C. ndividually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the secretary of the interior; or

D. ndividually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

1. y an approved state program as determined by the secretary of the interior; or
2. irectly by the secretary of the interior in states without approved programs.

LEVEE: A manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM: A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of section 60.3 of the national flood insurance program regulations.

MANUFACTURED HOME: A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION: A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

MEAN SEA LEVEL: For purposes of the national flood insurance program, the national geodetic vertical datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

NEW CONSTRUCTION: For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE: A vehicle which is:

A. Built on a single chassis;

B. our hundred (400) square feet or less when measured at the largest horizontal projections;

C. Designed to be self-propelled or permanently towable by a light duty truck; and

D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SPECIAL FLOOD HAZARD AREA: An area having special flood, mudflow or flood-related erosion hazards and shown on a Flood Hazard Boundary Map (FHBM) or a Flood Insurance Rate Map (FIRM) Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE or V. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies. For the purpose of determining Community Rating System (CRS) premium discounts, all AR and A99 zones are treated as non-SFHAs.

START OF CONSTRUCTION: For other than new construction or substantial improvements under the coastal barrier resources act (Pub. L. 97-348), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The "actual start" means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basements, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the "actual start of construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE: A walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions, or

B. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

VARIANCE: A grant of relief to a person from the requirements of this title when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this title. (For full requirements see section 60.6 of the national flood insurance program regulations.)

VIOLATION: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the national flood insurance program regulations is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION: The height, in relation to the national geodetic vertical datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas. (Ord. 710, 12-17-2008, eff. 1-1-2009) !DEFEND!

CHAPTER 2
GENERAL PROVISIONS
SECTION:

12-2-1: Lands Applicable
12-2-2: Basis For Establishing Areas Of Special Flood Hazard
12-2-3: Compliance
12-2-4: Abrogation And Greater Restrictions
12-2-5: Interpretation
12-2-6: Warning And Disclaimer Of Liability

12-2-1: LANDS APPLICABLE:

This title shall apply to all areas of special flood hazard within the jurisdiction of Summit County, Utah. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-2-2: BASIS FOR ESTABLISHING AREAS OF SPECIAL FLOOD HAZARD:

The areas of special flood hazard identified by the federal emergency management agency in its flood insurance rate map (FIRM) dated March 23, 2021, is adopted by reference and declared to be a part of this title. The FIRM is on file at the office of the county engineer located at 60 North Main, Coalville, Utah. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-2-3: COMPLIANCE:

No structure or land shall hereafter be constructed, located, extended, or altered, or have its use changed without full compliance with the terms of this title and other applicable regulations. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-2-4: ABROGATION AND GREATER RESTRICTIONS:

This title is not intended to repeal, abrogate or impair any existing easements, covenants, deed restrictions or ordinances. However, where this title and easement, covenant, deed restriction, or another ordinance conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-2-5: INTERPRETATION:

In the interpretation of this title, all provisions shall be:

A. Considered as minimum requirements;
B. Liberally construed in favor of the governing body; and
C. Deemed neither to limit nor repeal any other powers granted under state statute.

(Ord. 710, 12-17-2008, eff. 1-1-2009)

12-2-6: WARNING AND DISCLAIMER OF LIABILITY:

The degree of flood protection required by this title is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural

causes. This title does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This title shall not create liability on the part of Summit County, any officer or employee thereof, or the federal emergency management agency for any flood damages that result from reliance on this title or any administrative decision lawfully made thereunder. (Ord. 710, 12-17-2008, eff. 1-1-2009)

CHAPTER 3
ADMINISTRATION

SECTION:

12-3-1: Designation Of Administrator
12-3-2: Floodplain Development Permit
12-3-3: Duties And Responsibilities Of Administrator
12-3-4: Permit Procedures
12-3-5: Appeal And Variance Procedures

12-3-1: DESIGNATION OF ADMINISTRATOR:

The county engineer is hereby appointed to administer and implement this title by granting or denying flood hazard use permit applications in accordance with the provisions set forth herein. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-3-2: FLOODPLAIN DEVELOPMENT PERMIT:

A floodplain development permit shall be obtained before any construction or development begins within any area of special flood hazard established in section 12-2-2 of this title. Application for a floodplain development permit shall be made on forms furnished by the county engineer and shall include, but not be limited to, the following:

A. Three (3) copies of a topographic site plan drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing and proposed structures, fill, storage of materials, and drainage facilities.

B. Base flood elevation data for proposed development area.

C. Elevation in relation to mean sea level of the lowest floor (including basements) of all structures.

D. Elevation in relation to mean sea level to which any structure has been floodproofed.

E. Certification by a licensed professional engineer that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in subsection 12-4-2B of this title.

F. Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-3-3: DUTIES AND RESPONSIBILITIES OF ADMINISTRATOR:

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

A. Maintain and hold open for public inspection all records pertaining to the provisions of this title.

B. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

C. Review, approve or deny all applications for development permits required by adoption of this title.

D. Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including section 404 of the federal water pollution control act amendments of 1972, 33 USC 1334) from which prior approval is required.

E. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.

F. Notify, in riverine situations, adjacent communities and the state department of natural resources, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the federal emergency management agency.

G. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

H. When base flood elevation data has not been provided in accordance with section 12-2-2 of this title, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of chapter 4 of this title.

I. When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot (1') at any point within the community.

J. Under the provisions of 44 CFR chapter 1, section 65.12, of the national flood insurance program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot (1'), provided that the community first applies for a conditional FIRM revision through FEMA (conditional letter of map revision). (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-3-4: PERMIT PROCEDURES:

A. Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her along with a site plan drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. The site plan shall include the horizontal boundaries of the special flood hazard boundaries, the Base Flood Elevation at the furthest upstream edge of the structure.

B. An elevation view, drawn to scale, shall also be submitted which includes base flood elevation, existing and proposed topography, floodproof vents if the foundation is located at or below the base flood elevation. Floodproof vents must be on at least two walls and located no more than 12 inches above adjacent grade. Vents must be certified by a professional engineer. The minimum venting shall be one square inch for every square foot of flooring.

C. Additionally, the following information is required:

1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structure(s);

2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

3. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of subsection 12-4-2B of this title;

4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; Provide a certificate from a professional engineer stating that flood carrying capacity of the watercourse has been maintained.

5. Maintain a record of all such information in accordance with subsection 12-3-3A of this chapter.

B. Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this title and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;

2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

3. The danger that materials may be swept onto other lands to the injury of others;

4. The compatibility of the proposed use with existing and anticipated development;

5. The safety of access to the property in times of flood for ordinary and emergency vehicles;

6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

7. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

8. The necessity to the facility of a waterfront location, where applicable;

9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

10. The relationship of the proposed use to the comprehensive plan for that area. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-3-5: APPEAL AND VARIANCE PROCEDURES:

A. Appeal Board: The appeal board as established by the community shall hear and render judgment on requests for variances from the requirements of this title.

B. Error By Floodplain Administrator: The appeal board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this title.

C. Appeal To Courts: Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.

D. Records Kept: The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the federal emergency management agency upon request.

E. Historic Structures: Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this title.

F. Lot Size: Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (1/2) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 12-3-4 of this chapter have been fully considered. As the lot size increases beyond the one-half (1/2) acre, the technical justification required for issuing the variance increases.

G. Conditions: Upon consideration of the factors noted above and the intent of this title, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this title.

H. Increase In Flood Levels Prohibited: Variances shall not be issued within any designated floodway if any increase in flood levels during the base food discharge would result.

I. Historic Structure Designation Preserved: Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

J. Prerequisites For Granting Variances:

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

2. Variances shall only be issued upon:

a. Showing a good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the applicant which is not self-imposed; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

3. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood

elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

K. Dependent Use: Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

1. The criteria outlined in subsections A through H of this section are met, and

2. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety. (Ord. 710, 12-17-2008, eff. 1-1-2009)

CHAPTER 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION:

12-4-1: General Standards

12-4-2: Specific Standards

12-4-3: Standards For Subdivision Proposals

12-4-4: Standards For Areas Of Shallow Flooding (AO/AH) Zones

12-4-5: Floodways

12-4-1: GENERAL STANDARDS:

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

A. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

B. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

C. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

D. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

E. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

F. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and

G. On site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding. (Ord. 710, 12-17-2008, eff. 1-1-2009)

H. Tanks located in SFHAs must be designed to resist flotation, collapse, and lateral movement. Anchoring straps and cables should resist the effects of corrosion and be able to withstand 1.5 times the buoyancy forces when the tank is empty. If tanks are elevated component protections such as bollards or barriers shall be provided to protect them.

12-4-2: SPECIFIC STANDARDS:

In all areas of special flood hazards where base flood elevation data has been provided as set forth in section 12-2-2 of this title, subsection 12-3-3H of this title, or section 12-4-3 of this chapter, the following provisions are required:

A. Residential Construction: New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to one foot (1') above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in section 12-3-4 of this title, is satisfied.

B. Nonresidential Construction: New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to one foot (1') above the base flood level (Critical Facilities to be elevated at least 2' above BFE) or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

C. Enclosures: New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

2. The bottom of all openings shall be no higher than one foot (1') above grade.

3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Manufactured Homes:

1. Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

2. Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites: a) outside of a manufactured home park or subdivision, b) in a new manufactured home park or subdivision, c) in an expansion to an existing manufactured home park or subdivision, or d) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of this subsection D be elevated so that either:

a. The lowest floor of the manufactured home is at or above the base flood elevation, or

b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty six inches (36") in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

E. Recreational Vehicles: Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:

1. Be on the site for fewer than one hundred eighty (180) consecutive days,

2. Be fully licensed and ready for highway use, or

3. Meet the permit requirements of section 12-3-4 of this title, and the elevation and anchoring requirements for "manufactured homes" in subsection D of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions. (Ord. 710, 12-17-2008, eff. 1-1-2009)

F. Bridges and Culverts:

Specifications for bridges, culverts and other stream crossing devices within the 100-year floodplain shall take into account at least the 100-year frequency storm and upstream debris hazard. Bridges and culverts will provide 2' of freeboard above the 100-year storm event. Bridges to critical facilities shall have 3' of freeboard. Bridges and culverts deemed to be visible from a public roadway shall include materials such as natural stone, wood, or steel. (Ord. 818, 2-26-2014)

12-4-3: STANDARDS FOR SUBDIVISION PROPOSALS:

A. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with subsections 12-1-1B, C, and E of this title.

B. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet development permit requirements of sections 12-3-2, 12-3-4, and the provisions of subsection 12-3-3H of this title.

C. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and

subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is less, if not otherwise provided pursuant to section 12-2-2 or 12-3-4 of this title.

D. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

E. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-4-4: STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH) ZONES:

Located within the areas of special flood hazard, established in section 12-2-2 of this title, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet (3') where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

A. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

B. All new construction and substantial improvements of nonresidential structures:

1. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified); or

2. Together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

C. A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, are satisfied.

D. Require within zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-4-5: FLOODWAYS:

Located within areas of special flood hazard are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

A. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

B. Any work done within a floodway will require a Conditional Letter of Map Change (CLOMR, CLOMR-F or CLOMA) to be reviewed and approved by FEMA prior to the County issuing a permit for the project.

C. If subsection A of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of chapter 3 of this title.

D. Under the provisions of 44 CFR chapter 1, section 65.12, of the national flood insurance regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA. (Ord. 710, 12-17-2008, eff. 1-1-2009)

CHAPTER 5
ENFORCEMENT

SECTION:

12-5-1: Compliance
12-5-2: Violation
12-5-3: Civil Or Criminal Action

12-5-1: COMPLIANCE:

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this title and other applicable regulations. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-5-2: VIOLATION:

Any person who is found guilty of violating any of the provisions of these rules and regulations, either by failing to do those acts required herein or by doing a prohibited act, is guilty of a class C misdemeanor, pursuant to section 26A-1-123, Utah Code Annotated, 1995, as amended. If a person is found guilty of a subsequent similar violation within two (2) years, he/she is guilty of a class A misdemeanor, pursuant to section 26A-1-123, Utah Code Annotated, 1995, as amended. Each day such violation is committed or permitted to continue shall constitute a separate violation. (Ord. 710, 12-17-2008, eff. 1-1-2009)

12-5-3: CIVIL OR CRIMINAL ACTION:

The county attorney may initiate civil or criminal legal action, to abate any condition that exists in violation of these rules and regulations. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating any of these rules and regulations shall be liable for all expenses incurred by the county in removing or abating any violation of any of the provisions of these rules and regulations. (Ord. 710, 12-17-2008, eff. 1-1-2009)

FINAL SUMMARY OF MAP ACTIONS

Community: SUMMIT COUNTY Community No: 490134

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on March 23, 2021.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

FINAL SUMMARY OF MAP ACTIONS

Community: SUMMIT COUNTY Community No: 490134

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	02-08-046A	12/11/2001	4195 RIVER ROAD -- PORTION OF SECTION 29, T1S, R6E, S.L.B.&M.	4901340550B	49043C0958D
LOMA	02-08-535X	09/27/2002	95 BROWNS LANE -- PORTION OF SECTION 28, T2N, R5E, S. L. B & M.	4901340150B	49043C0269D
LOMA	03-08-0161A	02/19/2003	ERWIN SUBDIV, LOT 3 -- 1211 COW ALLEY CIRCLE	4901340550B	49043C0958D
LOMA	06-08-B406A	06/06/2006	OAKLEY MEADOWS LANE SUBDIVISION, LOT 6 -- 4280 NORTH MEADOW LANE	49043C0958C	49043C0958D
LOMA	10-08-0256A	02/08/2010	LOT 1 - 4, SPRING CANYON ESTATES SUBDIVISION --- 268, 280, 292 & 306 EAST SPRING CANYON ROAD	49043C0275C	49043C0269D
LOMA	14-08-0219A	12/24/2013	PORTION OF SECTION 12, T1S, R6E -- 2504 E SOUTH FORK CANYON ROAD	49043C1000C	49043C0976D
LOMA	15-08-1005A	07/22/2015	MIDDLE CANYON RANCH 2ND AMENDED, LOT 4B -- 1980 CHALK CREEK ROAD	49043C0300C	49043C0300D
LOMA	16-08-0335A	02/12/2016	SECTION 28, T2N, R5E -- 997 SOUTH HOYTSVILLE ROAD	49043C0275C	49043C0269D
LOMA	16-08-0671A	05/04/2016	PORTION OF SECTION 28, T2N, R5E -- 997 SOUTH WEST HOYTSVILLE ROAD (5 STORAGE BUILDINGS)	49043C0275C	49043C0269D
LOMA	17-08-0344A	01/27/2017	SECTION 16, T1N, R5E -- 30823 OLD LINCOLN HIGHWAY	49043C0625C	49043C0625D
LOMA	17-08-0343A	04/07/2017	CHERRY VIEW ESTATES SUBDIVISION AMENDMENT, LOTS 1, 4-5 -- 406, 410, 414 EAST CHERRY VIEW LANE	49043C0625C	49043C0625D
LOMA	18-08-0580A	03/28/2018	ELK HORN SUBDIVISION, LOTS 1 & 2 -- 125 & 255 S ELKHORN ROAD (2 DWELLINGS & 1 GARAGE)	49043C0300C	49043C0300D
LOMA	18-08-0622A	04/20/2018	SAMAK PARK, LOT 18 -- 2005 SAMAK PARK LOOP (DWELLING & SHED)	49043C1000C	49043C1000D
LOMA	18-08-0917A	08/08/2018	WANSHIP COTTAGE SITES 2ND AMENDED SUBDIVSION, LOT A8 -- 2820 SOUTH COTTONWOOD DRIVE	49043C0625C	49043C0625D
LOMA	20-08-0065A	12/11/2019	LOT 4, RIVER RUN 2ND AMENDED SUBDIVISION - 533 RIVER RUN LANE	49043C0625C	49043C0625D

FINAL SUMMARY OF MAP ACTIONS

Community: SUMMIT COUNTY Community No: 490134

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	97-08-241A	05/24/1997	SPRING CREEK PLAT A, LOT 48-- 1628 WEST PINTAIL CIRCLE	4901340525B	49043C0906C
LOMA	98-08-314A	06/24/1998	RANCH PLACE SUBDIV PHASE III, LOTS 111-112 -- 1062 & 1052 CUTTER LANE	4901340525B	49043C0908C 49043C0909C
LOMA	98-08-352A	10/20/1998	RANCH PLACE SUBDIV, PHASE III, A PORTION OF LOTS 108-110 -- 1092, 1082, & 1072 CUTTER LANE	4901340525B	49043C0908C
LOMA	99-08-004A	01/21/1999	RANCH PLACE SUBDIV, PHASE III, LOTS 113-116 -- 1042, 1032, 1022, 1012 CUTTER LANE	4901340525B	49043C0908C 49043C0909C
LOMA	03-08-0346A	04/11/2003	SILVER SPRINGS 1B, LOTS 142 & 146 -- 1508 & 1471 WEST FLETCHER COURT	4901340525B	49043C0908C
LOMA	04-08-0526A	09/24/2004	SILVER SPRINGS 1A, LOT 36 -- 4910 SILVER SPRINGS ROAD	4901340525B	49043C0908C
LOMA	06-08-B423A	06/15/2006	NORTHSHORE SILVER SPRING SUBDIVISION NO 1-G, PLAT B LOT 40	49043C0908C	49043C0908C
LOMA	06-08-B524A	08/08/2006	PORTION OF SECTION 33, T2S, R6E -- 23335 & 2391 SOUTH SPRING HOLLOW ROAD	49043C1175C	49043C1175C
LOMA	07-08-0105A	12/19/2006	JONES ESTATES SUBDIV, LOT 5 -- 3187 NORTH MAIN STREET (UT)	49043C0125C	49043C0125C
LOMA	07-08-0212A	01/18/2007	ECKER HILL, PLAT B, LOT E 102 -- 3244 WEST BIG SPRUCE WAY	49043C0925C	49043C0925C
LOMA	06-08-B672A	03/13/2007	RANCH PLACE SUBDIV, PHASE 1, LOT 54 -- 1522 CUTTER LANE (UT)	49043C0908C	49043C0908C
LOMA	09-08-0126A	11/12/2008	6333 STEWART ROAD -- LOT 29, STEWART RANCH PARK SUBDIVISION	49043C1200C	49043C1200C
LOMA	09-08-0494A	03/24/2009	SPRING CREEK PLAZA, PORTIONS OF SECTIONS 18 & 19, T1S, R4E, S.L.B.&M.	49043C0906C	49043C0906C
LOMR-F	09-08-0770A	07/23/2009	TROUT CREEK TOWNHOMES, UNIT 14 -- 6668 TROUT CREEK COURT	49043C0906C	49043C0906C
LOMR-F	11-08-0712A	07/07/2011	TROUT CREEK TOWNHOUSES, UNIT 8, 12 & 13 -- 6638, 6658, 6662 TROUT CREEK COURT	49043C0906C	49043C0906C

FINAL SUMMARY OF MAP ACTIONS

Community: SUMMIT COUNTY Community No: 490134

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	11-08-0923A	09/15/2011	A PORTION OF SECTION 11, T1S, R3E -- 2700 HOMESTEAD ROAD & 3070 RASMUSSEN ROAD	49043C0600C	49043C0600C
LOMR-F	12-08-0539A	05/15/2012	TROUT CREEK TOWNHOUSES, UNIT 11 -- 6652 NORTH TROUT CREEK COURT	49043C0906C	49043C0906C
LOMR-F	13-08-1286A	10/29/2013	TROUT CREEK TOWNHOUSES, UNIT 9 -- 6642 TROUT CREEK COURT	49043C0906C	49043C0906C
LOMA	13-08-1395A	12/17/2013	HAYES WEST SUBDIVISION, LOT 2 -- 1145 NORTH WEST HENEFER ROAD	49043C0125C	49043C0125C
LOMA	14-08-1237A	09/04/2014	TROUT CREEK TOWNHOUSES, UNIT 16 -- 6678 TROUT CREEK COURT	49043C0906C	49043C0906C
LOMA	15-08-0683A	04/16/2015	JEREMY RANCH NO. 3, LOT 365 -- 3504 HOMESTEAD ROAD	49043C0600C	49043C0600C
LOMA	15-08-1053A	08/10/2015	SAMAK COUNTRY ESTATES, LOT 231 -- 3350 EAST HIGHWAY 150	49043C1200C	49043C1200C
LOMA	16-08-0450A	03/14/2016	NEWPARK TOWNHOMES, PHASE 3, UNITS 47-54 -- 6080 PARK LANE SOUTH	49043C0906C	49043C0906C
LOMA	16-08-0370A	04/12/2016	NEWPARK RESORT RESIDENCES, UNITS 33-40 -- 6150 NORTH PARK LANE	49043C0906C	49043C0906C
LOMA	17-08-0729A	05/09/2017	JONES ESTATES, LOT 4 -- 3135 NORTH MAIN STREET	49043C0125C	49043C0125C
LOMR-F	18-08-1204A	10/22/2018	GORGOZA PROPERTY, PARCEL 2 -- 3863 KILBY ROAD	49043C0600C	49043C0600C
LOMA	19-08-0064A	12/07/2018	DIAMOND BAR X SUBDIVISION NO. 1, LOT 7 -- 6170 DIAMOND DELL CIRCLE	49043C1200C	49043C1200C
LOMA	19-08-0674A	05/16/2019	SAMAK COUNTRY ESTATES, LOT 193 -- 2698 RIVER BIRCH LANE	49043C1200C	49043C1200C
LOMA	19-08-0954A	09/12/2019	HIDDEN LAKE RANCH, LOTS 145 & 145A -- 3180 EAST RIVERSIDE LANE	49043C0675C	49043C0675C

FINAL SUMMARY OF MAP ACTIONS

Community: SUMMIT COUNTY Community No: 490134

3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
			NO CASES RECORDED	

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

4. LOMCs To Be Redetermined

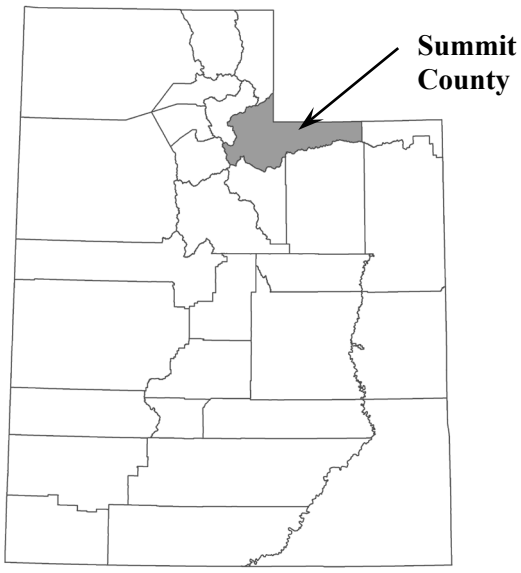
The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

FLOOD INSURANCE STUDY



SUMMIT COUNTY, UTAH
AND INCORPORATED AREAS



Community Name	Community Number
COALVILLE, CITY OF	490135
FRANCIS, TOWN OF	490199
HENEFER, TOWN OF	490136
KAMAS, CITY OF	490137
OAKLEY, CITY OF	490138
PARK CITY, CITY OF	490139
SUMMIT COUNTY	
UNINCORPORATED AREAS	490134

REVISED:

MARCH 23, 2021

Federal Emergency Management Agency

FLOOD INSURANCE STUDY NUMBER
49043CV000B

NOTICE TO
FLOOD INSURANCE STUDY USERS

Communities participating in the National Flood Insurance Program (NFIP) have established repositories of flood hazard data for floodplain management and flood insurance purposes. This Flood Insurance Study (FIS) report may not contain all data available within the Community Map Repository. It is advisable to contact the Community Map Repository for any additional data.

The Federal Emergency Management Agency (FEMA) may revise and republish part or all of this FIS at any time. In addition, FEMA may revise part of this FIS report by the Letter of Map Revision (LOMR) process, which does not involve republication or redistribution of the FIS report. Therefore, users should consult with community officials and check the Community Map Repository to obtain the most current FIS report components.

This FIS report was revised on March 23, 2021. Users should refer to Section 10.0, Revisions Description, for further information. Section 10.0 is intended to present the most up-to-date information for specific portions of this FIS report. Therefore, users of this FIS report should be aware that the information presented in Section 10.0 supersedes information in Sections 1.0 through 9.0 of this FIS report.

Effective Date: March 16, 2006

Revised Dates: March 23, 2021

TABLE OF CONTENTS

Page

1.0 INTRODUCTION 1

1.1 Purpose of Study 1
1.2 Authority and Acknowledgments 1
1.3 Coordination 2

2.0 AREA STUDIED 2

2.1 Scope of Study 2
2.2 Community Description 4
2.3 Principal Flood Problems 6
2.4 Flood Protection Measures 7

3.0 ENGINEERING METHODS 8

3.1 Hydrologic Analyses 8
3.2 Hydraulic Analyses 12
3.3 Vertical Datum 13

4.0 FLOODPLAIN MANAGEMENT APPLICATIONS 14

4.1 Floodplain Boundaries 14
4.2 Floodways 15

5.0 INSURANCE APPLICATIONS 28

6.0 FLOOD INSURANCE RATE MAP 28

7.0 OTHER STUDIES 29

8.0 LOCATION OF DATA 29

9.0 BIBLIOGRAPHY AND REFERENCES 31

10.0 REVISION DESCRIPTIONS 34

10.1 Physical Map Revision (PMR)(March 23, 2021) 34

TABLE OF CONTENTS (*continued*)

Page

FIGURES

Figure 1 - Floodway Schematic 16

TABLES

Table 1 - Limits of Detailed Studies 3
Table 2 - Streams Studied by Approximate Methods 4
Table 3 - Stream Drainage Areas and Gradients 5
Table 4 - Summary of Discharges 10
Table 5 - Floodway Data 17
Table 6 - Community Map History 30
Table 7 – Manning's n Values 35

EXHIBITS

Exhibit 1 - Flood Profiles

Beaver Creek	01P-08P
Beaver Creek Canal Split	09P
Beaver Creek Thorn Creek Split	10P
Chalk Creek	11P-13P
Chalk Creek 50N Split	14P
East Canyon Creek	15P-17P
Empire Canyon Creek	18P-26P
Kimball Creek	27P-29P
McLeod Creek	30P
McLeod Creek through Quarry Mountains	31P-32P
North Parley's Park Drainage	33P-34P
Red Pine Creek	35P
Silver Creek	36P-56P
Weber River (Coalville)	57P-58P
Weber River (Oakley)	59P-70P

PUBLISHED SEPARATELY:

Flood Insurance Rate Map Index
Flood Insurance Rate Map

FLOOD INSURANCE STUDY
SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

1.0 INTRODUCTION

1.1 Purpose of Study

This Flood Insurance Study (FIS) revises and updates information on the existence and severity of flood hazards in the geographic area of Summit County, including the cities of Coalville, Kamas, Oakley, and Park City; the towns of Francis and Henefer; and the unincorporated areas of Summit County (referred to collectively herein as Summit County), and aids in the administration of the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973. This study has developed flood risk data for various areas of the community that will be used to establish actuarial flood insurance rates and to assist the community in its efforts to promote sound floodplain management. Minimum floodplain management requirements for participation in the National Flood Insurance Program (NFIP) are set forth in the Code of Federal Regulations at 44 CFR, 60.3.

Please note that the City of Park City is geographically located in Summit and Wasatch counties. The portion of Park City that is located in Wasatch County does not contain any special flood hazard areas and flood hazards for Park City are defined in this FIS.

In some states or communities, floodplain management criteria or regulations may exist that are more restrictive or comprehensive than the minimum Federal requirements. In such cases, the more restrictive criteria take precedence and the State (or other jurisdictional agency) will be able to explain them.

1.2 Authority and Acknowledgments

The sources of authority for this FIS report are the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973.

The hydrologic and hydraulic analyses for the Park City study were performed by the U.S. Army Corps of Engineers (USACE), Sacramento District, for the Department of Homeland Security's Federal Emergency Management Agency (FEMA), under Interagency Agreement No. EMW-84-E-1506, Project Order No. 1. This study was completed in January 1986.

This study was revised to incorporate new detailed flood hazard information for East Canyon Creek from Kimball Creek to north of Powderwood Drive; Kimball Creek from Old Ranch Road Canal to East Canyon Creek; McLeod Creek from State Highway 224 (SH 224) to Old Ranch Road Canal; McLeod Creek through the Quarry Mountains from the divergence of McLeod Creek to Kimball Creek; North Parley's Park Drainage from east of Glenwild Drive to its confluence with Kimball Creek; and Red Pine Creek from SH 224 to its confluence with McLeod Creek.

The hydrologic and hydraulic analyses for the Snyderville Basin area were performed by Bowen, Collins & Associates for FEMA, under Contract No. EMD-1999-CO-0040. This work was completed in February 2002 and covered all significant flooding sources in the Snyderville Basin area of Summit County.

1.3 Coordination

A combined pre-contract and initial coordination meeting for Park City was held on August 2, 1983. Representatives of the Study Contractor (SC), the State of Utah, and Park City attended the meeting. Flood insurance and the FIS report were discussed. Information on study procedures and the types of data required to create the study were presented by the SC representative. In addition, the streams and areas to be studied by detailed and approximate methods were also identified.

In January 1984, a notice of study initiation, which contained a request for pertinent data, was sent to various Federal, State, and local agencies and individuals. The intent to perform a flood elevation study in Park City was published in the local newspaper, "The Park Record," on February 9, 16, and 23, 1984. As a result, direct information contacts were made with representatives of Park City. On August 22, 1986, the results of the original Park City FIS report were reviewed and accepted at a final coordination meeting attended by community representatives, FEMA, and the SC.

An initial Consultation and Coordination Officer (CCO) meeting for the Snyderville Basin identified and ranked needs in Summit County's flood hazard data with respect to existing and expected conditions within the county. Also discussed were the existing flood hazards, the condition of the floodplains, development pressure in the study area, existing Flood Insurance Rate Maps (FIRMs) in the study area, and sources of additional information that may be helpful in completing the FIS report. Representatives of FEMA Region VIII, Summit County, the Utah Emergency Management Agency, and the SC attended the January 1999 coordination meeting.

Intermediate coordination meetings were held in March 1999, January 2000, September 2000, and May 2001 to evaluate the progress of the study, and to review and discuss results of the hydrologic and hydraulic analyses. Representatives of FEMA Region VIII, Summit County, the Utah Emergency Management Agency, and the SC attended these meetings.

The results of the study were reviewed at the final CCO meeting held on March 7, 2005, and attended by representatives of the communities and FEMA. All problems raised at that meeting have been addressed in this study.

2.0 AREA STUDIED

2.1 Scope of Study

This FIS covers the geographic area of Summit County, Utah, including the incorporated communities listed in Section 1.1. The areas studied by detailed methods were selected with priority given to all known flood hazards.

Silver Creek was studied by detailed methods for the 1987 City of Park City FIS report from the northeastern boundary of the City of Park City to the intersection of North Deer Valley Drive and South Deer Valley Drive for a distance of approximately 3.6 miles. In addition, Deer Valley Creek, Empire Creek, Ontario Creek, and Woodside Gulch were studied by approximate methods.

The February 2002 study of the Snyderville Basin focused on the base (1-percent-annual-chance) flood hazards along approximately 14 miles of the following streams as summarized in Table 1.

A summary of the stream reach lengths studied in detail is presented in Table 1.

Table 1 ─ Limits of Detailed Studies

Flooding Source	Limits of Detailed Study
Beaver Creek	From a point approximately 0.5 miles downstream of Kamas City corporate limit to 700 East
Chalk Creek	From confluence with Weber River upstream 2.5 miles
East Canyon Creek	From Kimball Creek to north of Powderwood Drive
Empire Canyon Creek	From confluence with Silver Creek upstream approximately 2 miles
Kimball Creek	From Old Ranch Road Canal to East Canyon Creek
McLeod Creek	From State Highway 224 to Old Ranch Road Canal
McLeod Creek through the Quarry Mountains	From the divergence of McLeod Creek to Kimball Creek
North Parley's Park Drainage	From east of Glenwild Drive to its confluence with Kimball Creek
Red Pine Creek	From State Highway 224 to its confluence with McLeod Creek
Silver Creek	From I-80 upstream to Marsac Avenue
Weber River (at Coalville)	From confluence with Chalk Creek upstream to City of Coalville corporate limit
Weber River (at Oakley)	From Oakley City corporate limit to upstream of Pinion Lane

Approximate analyses were used to study those areas having a low development potential or minimal flood hazards. Streams studied by approximate methods during the February 2002 study are shown in Table 2. The scope and methods of study were proposed to, and agreed upon, by FEMA and Summit County.

Table 2 ─ Streams Studied by Approximate Methods

Flooding Source	Length
Basin Canyon Drainage	0.4 miles
Bear Hollow Drainage	0.5 miles
Kimball Canyon Drainage	0.8 miles
Old Ranch Road Canal	1.1 miles
Road Canyon Drainage	0.4 miles
Spring Canyon Drainage	2.2 miles
White Pine Canyon Drainage	0.8 miles
Willow Draw Drainage	0.9 miles
Unnamed Drainages in Study Area	1.9 miles
Deer Valley Creek	0.4 miles
Ontario Creek	0.8 miles
Woodside Glen	0.2 miles

2.2 Community Description

Summit County lies in north-central Utah, approximately 50 miles east of Great Salt Lake. The Snyderville Basin is located in western Summit County, approximately 30 miles east of Salt Lake City and approximately four miles northwest of Park City on the east slope of the Wasatch Mountains. The Wasatch Mountain Range is characterized by high mountain peaks and deeply incised, narrow canyons with steep inclines and gently sloping valley floors. The average elevation of the Snyderville Basin study area is approximately 6,530 feet. On the west side of the basin, the peak elevations of the Wasatch Mountains extend to approximately 11,000 feet. Much of the basin experiences high seasonal groundwater levels, especially during the spring runoff period.

Park City, located on the eastern slope of the Wasatch Range, is the county's largest incorporated area. Park City is in the extreme western portion of Summit County and is approximately 24 miles north-northwest of Heber City; and 30 miles east-southeast of Salt Lake City, the State capitol and the closest major metropolitan area.

The general overall drainage in the Park City study area is located to the north. Deer Valley and the upper study portion of Silver Creek drain most of the city's eastern portion. Ontario Canyon, Empire Canyon, Woodside Glen, and the lower study portion of Silver Creek drain much of the southern and western parts of the city. Silver Creek, the principal stream studied, originates in Frog Valley at over 8,000 feet and follows a winding, S-shaped,

northerly course through the study area for approximately 6 miles. From a headwater elevation of approximately 7,400 feet, Deer Valley Creek trends southerly for approximately 1 mile to join Silver Creek. Empire and Ontario Creeks start at approximately 9,200 feet southwest of the city, and flow north for approximately 3 miles, before merging with Silver Creek near the middle of the city. Woodside Glen starts at approximately 9,000 feet, just beyond the southwest corner city boundary, and flows northeasterly approximately 1 mile to Empire Creek. Pertinent information on drainage area and stream gradients for the streams studied is shown in the following table.

Table 3. Stream Drainage Areas and Gradients

Stream	Contributing Index Point	Drainage Area (square miles)	Average Gradient In Study Area (feet per mile)
Silver Creek	North City limit	8.60	160
Deer Valley Creek	At mouth	1.64	20
Ontario Creek	At mouth	1.84	450
Empire Canyon Creek	At mouth	3.16	370

Park City's high altitude of 6,970 feet and the surrounding mountain peaks that rise up to 10,000 feet result in distinctive climatological variations. The climate is characterized as semi-arid in the lower valley elevations and subhumid in the highest headwater elevations. Normal annual precipitation (NAP) ranges from less than 20 inches on the lower valley floor area of the city to approximately 45 inches at the headwater regions of Empire and Ontario Creeks in the southwest extremity of the study area. Approximately 70 percent of the NAP occurs from October through April, generally in the form of snow. The average snowfall during that period exceeds 120 inches. Much of the summer precipitation occurs as cloudburst storms that usually last a few hours.

Park City area temperatures range from approximately 14 degrees Fahrenheit (°F) in the winter to approximately 80°F in the summer. Winter and summer extreme temperatures have varied from -30°F to 100°F, respectively. The average daily temperature in winter is approximately 25°F and approximately 63°F in summer.

The Snyderville Basin climate is temperate and semi-arid with four distinct seasons. Average temperature extremes in the basin typically range from 5°F in the winter to 90°F in the summer. Precipitation in the study area varies with altitude. The mountain peaks average 45 inches of precipitation annually, while the valley averages 16 inches of precipitation annually. The precipitation in the basin primarily occurs during the winter in the form of snowfall.

Natural vegetation in the Snyderville Basin varies with elevation. In the higher mountain regions, hillsides are covered with conifer, aspen, and oak trees with widespread ground cover. In the lower alpine elevations, scrub oak, underbrush, and sagebrush are the dominant flora. The valley floor vegetation is mostly natural grasses with reeds and cattails in the wetlands areas, and cottonwood, willow trees, and some smaller deciduous shrubs along the stream channels. Farming activity is limited to the basin with grass pastures and alfalfa fields used for livestock grazing and hay production. In the residential areas of the basin, manicured lawns and gardens with shade and fruit trees are the most common forms of vegetation.

The Snyderville Basin Area contains small subdivisions, rural housing developments, and isolated homesteads bordering broad, gently sloping lowlands and pastures. The study area contains a system of irrigation ditches that divert water from natural streams to farmland, but is experiencing developmental pressure, particularly along the extreme north end (in the Parley's Park area), the extreme south end (along the foot of Quarry Mountain), and the west side (along the outskirts of the Silver Creek Subdivision).

According to the 2010 Census, the population of Summit County was 36,324, and the population of Park City was 7,558. The majority of people living in the Snyderville Basin reside in subdivisions along SH 224, Kimball Creek just north of Interstate 80 (I-80), and in the Parley's Park area on the north end of the study area. In addition, there is significant commercial development in the northwest corner of the basin near Kimball Junction.

2.3 Principal Flood Problems

Flooding in Summit County typically results from summer thunderstorms and spring snowmelt runoff. Summer thunderstorms occur from June through October and are characterized by intense storms with high runoff peaks, short durations, and relatively low volumes. Snowmelt flooding typically takes place in April, May, and June. Occasional flooding occurs in the winter months along Old Ranch Road resulting from ice blockage in the canal that parallels the road. The portions of the study area that are within 5,000 feet of I-80 also experience frequent high groundwater levels that contribute to shallow surface flooding.

Flooding in Park City may result from localized cloudburst storms over one or more of the tributary drainage areas in the summer, and in the spring from unseasonable rapid melting of snowpack in the higher basin areas.

Between April and October, cloudburst storms occur in the study basin in severe sequences within a general rainstorm and may last up to 6 hours. Cloudburst storms are high-intensity storms that can produce floods characterized by high peak flows, short duration of flood flows, and small volumes of runoff. In small drainage basins, such as in this study, cloudburst storms can produce peak flows substantially larger than those of snowmelt runoff. Cloudburst storms usually cover small areas; however, since the combined drainages in the study area are less than 10 square miles, a cloudburst storm could cover the entire drainage area. Snowmelt flooding has a marked diurnal fluctuation in flow and is larger in volume and duration (several days) than cloudburst flooding.

Park City has a long history of flooding, but little definitive data are available for specific floods. Because of the rural nature of the study area, the lack of streamflow records, substantial newspaper articles, and contemporary accounts of floods, information on past floods is based on brief newspaper articles and eyewitness descriptions.

Since 1900, Park City has experienced approximately five memorable flood events; four cloudburst storms, and one snowmelt. The cloudburst storms took place in July 1905, July 1913, August 1934, and May 1967, and the snowmelt runoff occurred in May 1983. The earliest recorded flooding occurred in July 1905. At the time, "The Park Record" reported that a thunderstorm over the Silver Creek Canyon areas, "lined the banks with fish of all sizes." On July 7 and 8, 1913, more than 3 inches of rain fell over the tributary drainages in the Park City area. The rainfall washed mud and boulders from mountain canyons and slopes, inundating urban areas and flooding streets and residences. On August 16, 1934, a heavy downpour of rain following a hailstorm caused road damage and interrupted traffic. A May 1967 storm caused high water to flow down Main Street in the central section of the Park City's historic district. The most recent flooding, caused by snowmelt runoff, occurred in spring 1983. During that year, cooler than average temperatures in May delayed the melting of a deep snowpack until the end of the month. Residents of the area estimated that the May 27 flood flows were higher than other flood flows of the past 60 years. The high velocity flows eroded stream banks; damaged culverts, residences adjacent to the streamway, and the Heber Avenue bridge over Silver Creek; and deposited debris and silt on roadways and residential property. Sandbagging operations were conducted to prevent additional flooding. The estimated peak flow in the city was about 150 cubic feet per second (cfs), which is estimated to have a recurrence interval of 50 years.

Much of the study area is subject to shallow overland flooding, particularly in the area between Old Ranch Road and I-80, and the north Parley's Park area north of I-80 near Silver Creek Junction.

2.4 Flood Protection Measures

As a result of the realignment of SH 224 through Park City, approximately 1 mile of the Silver Creek channel downstream of Heber Avenue has been improved. Some incidental flood control is provided by several surface water impoundments constructed in the study area, which store excess surface runoff. These impoundments were developed for aesthetic purposes. Small lakes and ponds are included as landscaping features of residential development in Deer Valley Meadow in the central eastern part of the city, and water hazard areas are incorporated as part of the design of the Park City Golf Course at the northwest edge of town. Much of the surface runoff in the southern portion of the city flows via a storm drainage system into Silver Creek. Upstream portions of Silver, Deer Valley, Ontario, and Empire Creeks contain non-continuous underground conduits that control minor floods of less than a 10-year magnitude. Part of Woodside Gulch has an underground conduit that can carry flows that occur more often than every 10 years.

Few flood protection measures have been implemented in the Snyderville Basin. Runoff generated in the study area is conveyed through a system of streams and channels to East Canyon Creek. Runoff generated in developed areas is conveyed through subdivisions in street gutters that discharge into natural channels and man-made ditches throughout the subdivisions. Two large ponds have been constructed in the Silver Creek Subdivision, located in the southwest portion of the study area. These ponds were not constructed to function as flood control structures. Overflow weirs control the water-surface elevation (WSEL) in these ponds at a relatively constant level.

Outside the residential areas of the study area, runoff from storms is conveyed in natural stream channels. There is a diversion structure on McLeod Creek just upstream of the Quarry Mountain Ranch subdivision that controls the flow through the subdivision. For this

study, it was assumed that 50 percent of the flow in McLeod Creek would be routed east through the subdivision and the remaining 50 percent would continue flowing north in the natural channel. There are several small irrigation turnouts along streams and ditches, but they are not used as flood control structures and were not considered in the hydrologic evaluation. In areas where the estimated peak runoff exceeds the channel capacity, the excess water will flow as shallow sheet flow across undeveloped land toward East Canyon Creek. There are several culverts that cross beneath I-80 that convey runoff water from pastures and wetlands on the south to East Canyon Creek on the north side of the interstate.

3.0 ENGINEERING METHODS

For the flooding sources studied by detailed methods in Summit County, standard hydrologic and hydraulic study methods were used to determine the flood-hazard data required for this study. Flood events of a magnitude that are expected to be equaled or exceeded once on the average during any 10-, 50-, 100-, or 500-year period (recurrence interval) have been selected as having special significance for floodplain management and for flood insurance rates. These events, commonly termed the 10-, 50-, 100-, and 500-year floods, have a 10-, 2-, 1-, and 0.2-percent chance, respectively, of being equaled or exceeded during any year. Although the recurrence interval represents the long-term, average period between floods of a specific magnitude, rare floods could occur at short intervals or even within the same year. The risk of experiencing a rare flood increases when periods greater than 1 year are considered. For example, the risk of having a flood that equals or exceeds the 1-percent-annual-chance flood in any 50-year period is approximately 40 percent (4 in 10); for any 90-year period, the risk increases to approximately 60 percent (6 in 10). The analyses reported herein reflect flooding potentials based on conditions existing in the community at the time of completion of this study. Maps and flood elevations will be amended periodically to reflect future changes.

3.1 Hydrologic Analyses

Hydrologic analyses for the 1987 Park City study were performed to estimate the peak discharge-frequency relationships for floods of the selected recurrence intervals for each flooding source studied by detailed methods.

Few stream gages have been operated and little data have been recorded on streams in the study area; consequently, gage analyses could not be used to establish discharges for the studied streams. Therefore, regional regression analyses were used.

The hydrologic analysis for the 1987 Park City study used flood hydrographs and peak flows for the 10-, 2-, 1-, and 0.2-percent-annual-chance floods based on computations of snowmelt, rainfall runoff, and statistical analyses of synthetic cloudburst storms. Basin stream flow records were difficult to locate, and therefore, not used. Analysis procedures included peak flow frequency curves, the unit hydrograph method of analysis, and Flood Hydrograph Analysis and Computations (Reference 8).

Snowmelt peak flow frequency curves were developed for streams in the Park City area, using the criteria established in preparing similar curves for other streams in the region that have years of recorded flows, and assumed similar statistical relationships to the streams in this study. Peak flow frequency curves were developed from both the estimated flows on Silver Creek and the recorded snowmelt peak flow frequencies for gaging stations in the region, using the same parameters. A comparison of all the curves verified the validity of the

Park City estimates, and a 1-percent-annual-chance peak flow of 175 cfs was extrapolated from the Park City curve. Previously computed 1-percent-annual-chance snowmelt peaks on other streams in the region, in conjunction with selected drainage area sizes, were used to develop a regional 1-percent-annual-chance peak flow frequency curve. Using the regional curve as a model and incorporating the 175 cfs peak flow, a 1-percent-annual-chance peak flow frequency curve was prepared for most Park City streams. Because of a smaller snowpack in Deer Valley, a separate 1-percent-annual-chance peak flow frequency curve was developed for that area using the regional curve as a model and a 1-percent-annual-chance flow of 41 cfs.

Rainfall information for Park City was inadequate for this study. Therefore, precipitation amounts and areal reduction factors for computation of the 10-, 2-, 1-, and 0.2-percent-annual-chance cloudburst floods were derived from data in the National Oceanic and Atmospheric Administration (NOAA) Atlas 2 for Utah (Reference 9). Rainfall distribution was based partially on the mountain area distribution pattern previously developed for another basin in the region.

Since runoff data for streams in the Park City study area were unavailable, loss rate data for the area were synthetically derived and based on previously computed loss rates for Big Cottonwood Creek in the Jordan River basin. Big Cottonwood Creek is located on the opposite slope of the Wasatch Front from Park City, has years of precipitation and runoff records, and has similar physical and hydrologic characteristics to the streams in the study area.

The unit hydrograph-excess rainfall method was used to compute flood hydrographs. Unit hydrographs were synthetically derived from regional and study area data and criteria. They were developed for the streams studied during the 1987 USACE project and projected to specific index points on each stream. The unit hydrographs were based on an S-curve developed for a southeastern Nevada area, and then shortened in length to accurately depict the Wasatch Front mountain drainage areas. Loss rates were based on the initial and constant loss concept and the analyses of soil cover and land uses.

Peak discharge-drainage area relationships for the streams studied were established based on rainfall and are shown in Table 4.

Analyses for the March 16, 2006 Revision

The February 2002 Snyderville Basin Area hydrologic analysis calculated flow rates through regional regression equations for the 1-percent-annual-chance storm event (Reference 1). No stream gages were located in the boundaries of the Snyderville Basin area. The 1-percent-annual-chance discharges, calculated using published regression equations, were plotted on a regression curve of streams at similar latitude, elevation, and basin size in the region. The calculated 1-percent-annual-chance flows were used in the development of hydraulic models for the streams studied during the 2006 revision. The discharge values are shown in Table 4.

Where natural channel or hydraulic structure capacities were smaller than the calculated 1-percent-annual-chance flow rates, the excess water was removed from the channel in the hydraulic model. The excess water from the 1-percent-annual-chance runoff will eventually return to the natural channels at various points further downstream. A summary of discharges is shown in Table 4 along with the values adjusted to account for the hydraulic limits of channels and structures.

Table 4. Summary of Discharges

Flooding Sources and Location	Drainage Area (Square Miles)	Peak Discharges (cubic feet per second) 10 %-Annual-Chance	2 %-Annual-Chance	1 %-Annual-Chance	0.2 %-Annual-Chance
Beaver Creek					
At Ruth Pack Ditch	36.70	20	45	45	45
Above Provo Weber Canal	36.70	20	225	520	2,090
Beaver Creek Canal Split below Provo Weber Canal	36.70	20	225	520	2,090
Above Thorn Creek	36.70	40	395	850	2,995
Chalk Creek					
At Confluence with Weber River	250.00	1,085	-	1,755	-
Deer Valley Creek					
Just Upstream of confluence with Silver Creek	1.64	20	80	150	630
Approximately 4,800 feet Upstream of confluence with Silver Creek	0.66	30	80	160	660
East Canyon Creek					
At Outlet	43.20	-	-	763	-
Just Downstream of Willow Draw	42.40	-	-	755	-
Empire Canyon Creek					
Above Silver Creek	5.05	24	128	218	571
Above Ontario Creek	2.41	3	29	60	190
Empire Canyon Creek Swede Alley Lower Split At Swede Alley	-	0	0	70	390
Empire Canyon Creek Swede Alley Upper Split At Swede Alley	-	0	65	145	470
Kimball Canyon Drainage					
Near Wasatch Way	1.20	-	-	67	-
Just Downstream of unnamed spring near Bitner Ranch Road	2.10	-	-	97	-
Kimball Creek					
At I-80	22.10	-	-	510	-
At Old Ranch Road	20.40	-	-	235	-
McLeod Creek					
At diversion below SR 224	8.60	-	-	190	-
North Parley's Park Drainage					
At SR 224	1.00	-	-	62	-
Just Upstream of Kimball Creek	12.20	-	-	312	-
Ontario Creek					
Just Upstream of confluence with Empire Creek	1.84	20	70	140	610
Approximately 3,200 feet Upstream of confluence with Empire Creek	1.56	20	60	120	500
Red Pine Creek					
At SR 224	3.90	-	-	175	-

Table 4. Summary of Discharges (Cont.)

Flooding Sources and Location	Drainage Area (Square Miles)	Peak Discharges (Cubic Feet per Second) 10 %-Annual-Chance	2 %-Annual-Chance	1 %-Annual-Chance	0.2 %-Annual-Chance
Road Canyon Drainage					
At Westwood Road	3.40	-	-	139	-
Silver Creek					
Above I-80	11.17	118	311	437	863
Above Park City Corporate Limit	8.94	106	306	441	906
Above Wyatt Earp Way	7.59	96	301	443	954
Above Bonanza Drive	6.90	81	285	434	967
At Confluence of Deer Valley Creek	1.27	30	100	190	650
Weber River					
Above Chalk Creek	435.00	1,985	-	3,290	-
Above Rockport Reservoir	286.00	2,665	-	4,190	-
Above Beaver Creek	175.00	2,950	3,670	3,935	4,490
Willow Draw					
At SR 224	2.60	-	-	126	-
AT I-80	7.10	-	-	225	-
White Pine Creek					
At SR 224	6.10	-	-	240	-

3.2 Hydraulic Analyses

Analyses of the hydraulic characteristics of the flooding sources studied were administered to provide elevation estimates of floods with a selected recurrence interval along each of these flooding sources. Users should be aware that flood elevations shown on the FIRM represent rounded whole-foot elevations and may not exactly reflect the elevations shown on the Flood Profiles or Floodway Data Tables in the FIS report. Flood elevations shown on the FIRM are primarily used for flood insurance rating purposes. For construction and/or floodplain management purposes, users are cautioned to use the flood elevation data presented in this FIS report in conjunction with the data shown on the FIRM.

Locations of selected cross sections used in the hydraulic analyses are shown on the Flood Profiles. For stream segments for which a floodway is computed (Section 4.2), selected cross-section locations are also shown on the FIRM.

The hydraulic analyses for the 1987 Park City study were based on unobstructed flow. The flood elevations shown on the profiles are considered valid only if hydraulic structures remain unobstructed, operate properly, and do not fail.

For the 1987 USACE (Park City) study, flood elevations for the streams studied by detailed methods, except the steep-terrained, upper reaches of Empire and Ontario Canyons and Deer Valley, were computed using the USACE HEC-2 step-backwater computer program (Reference 10). The slopes of the three streams in their higher reaches exceeded the established parameter of the HEC-2 program. A stream slope that has a gradient greater than 10 percent cannot be comprehensively modeled using the HEC-2 program. Thus, those stream sections received approximate analyses.

Cross sections for the 1987 backwater analyses were located at close intervals upstream and downstream from bridges, culverts, and other hydraulically significant features in order to establish the backwater effect of such structures in urbanized areas or areas subject to development. Additional cross sections were located at other representative locations in the study area. Cross-section data were derived from field surveys supplemented with topographic maps (Reference 6). Field reconnaissance was conducted to obtain structural data for culverts, low-water crossings, and footbridges.

Starting WSELs for Silver Creek were developed by the slope-area method. Flood profiles were drawn showing computed WSELs for floods of the selected recurrence intervals. The Manning's "n" factors ranged from 0.035 to 0.08 for channels and from 0.08 to 0.10 for overbank areas.

The evaluation of the 1-percent-annual-chance floodplain for Woodside Glen, which was studied by approximate methods, was based on engineering judgment that included all available data and field observation. Detailed study methods were terminated on Empire, Ontario, and Deer Valley Creeks because the terrain was too steep, as previously explained. Approximate flooding areas beyond the limit of detailed study for Silver Creek were determined by field inspection using hand levels and estimates of flow from detailed analyses.

Analyses for the March 16, 2006 Revision

The WSELs for the February 2002 Snyderville Basin streams were computed using the HEC-RAS modeling software package (Reference 2). Input data were taken from digitized surveys and Global Positioning System (GPS) field surveys of the area (Reference 5). The calculated 1-percent-annual-chance flood elevations are shown on the profiles.

The cross sections used in the February 2002 hydraulic analysis of the streams studied in detail were created by digitizing data from orthophotographic maps of the area from Summit County and developed by Aero-graphics, Inc. of Salt Lake City, Utah (Reference 4). The cross-section locations were selected by identifying key locations on the aerial photographs as well as field observations of the study area. Fifteen of the digitized cross sections were verified by field surveys using GPS technology at the same locations as a quality control measure. Additional cross sections were taken in the field as more information was needed to describe the channels and structures in order to complete the study.

The geometry and physical properties of the hydraulic structures in the study area were determined through field surveys. For the stream reaches in the detailed study areas, the structure geometries were input into the USACE HEC-RAS modeling program (Reference 2) and included in the model analysis.

The starting WSEL in the lower reach of East Canyon Creek was calculated using the downstream slope (normal depth calculations) of the channel. At the confluence of North Parley's Park drainage and Kimball Creek (just north of I-80), the calculated WSEL from the upper reach of East Canyon Creek was used as a beginning WSEL for the lower reach of Kimball Creek and Parley's Park drainage. The WSEL for the canal along Old Ranch Road was calculated using normal depth calculations and the HEC-RAS hydraulic model.

Roughness coefficients to be used in Manning's formula for open channel flow in the streams were estimated through field observations and engineering judgment of the stream channel and overbank characteristics. Typically, the roughness coefficients for the Snyderville Basin were estimated at 0.035 in the main channel and at 0.045 in the overbank region where the study area consists largely of native grasses.

Much of the Snyderville Basin area was determined to be subject to shallow sheet flooding. The Snyderville Basin is composed mainly of a broad, gently sloping valley with several meandering streams, small ditches, and depressions. In the hydraulic analysis of the study area, floodwater that was estimated to overtop the main channel banks during a 1-percent-annual-chance flood was assumed to be conveyed overland as sheet flow with depths less than 1 foot. WSELs for the approximate study streams were computed by normal depth hand calculations.

3.3 Vertical Datum

All FIS reports and FIRMs are referenced to a specific vertical datum. The vertical datum provides a starting point against which flood, ground, and structure elevations can be referenced and compared. Until recently, the standard vertical datum for newly created or revised FIS reports and FIRMs was the National Geodetic Vertical Datum of 1929 (NGVD). With the finalization of the North American Vertical Datum of 1988 (NAVD), many FIS reports and FIRMs are being prepared using NAVD as the referenced vertical datum.

Flood elevations shown in this FIS report and on the FIRM are referenced to the NAVD88. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the NGVD29 and NAVD88, visit the National Geodetic Survey website at www.ngs.noaa.gov, or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

Temporary vertical monuments are often established during the preparation of a flood hazard analysis for the purpose of establishing local vertical control. Although these monuments are not shown on the FIRM, they may be found in the TSDN associated with this FIS report and FIRM for this community. Interested individuals may contact FEMA to access these data.

To obtain current elevation, description, and/or location information for benchmarks shown on this map, please contact the Information Services Branch of the NGS at (301) 713-3242, or visit their website at www.ngs.noaa.gov.

4.0 FLOODPLAIN MANAGEMENT APPLICATIONS

The NFIP encourages State and local governments to adopt sound floodplain management programs. To assist in this endeavor, each FIS report provides 1-percent-annual-chance floodplain data, which may include a combination of the following: 10-, 2-, 1-, and 0.2-percent-annual-chance flood elevations; delineations of the 1-percent-annual-chance and 0.2-percent-annual-chance floodplains; and 1-percent-annual-chance floodway. This information is presented on the FIRM and in many components of the FIS report, including Flood Profiles and Floodway Data Tables. Users may reference the FIS report as well as additional information that may be available at the local Community Map Repository before implementing flood elevation and/or floodplain boundary determinations.

4.1 Floodplain Boundaries

To provide a national standard without regional discrimination, the 1-percent-annual-chance flood has been adopted by FEMA as the base flood for floodplain management purposes (Reference 7). The 0.2-percent-annual-chance flood is used to indicate additional areas of flood risk in the community. For each stream studied in detail, the 1- and 0.2-percent chance floodplain boundaries have been delineated using the flood elevations determined at each cross section. Between cross sections, the boundaries were interpolated using the topographic (Reference 6) and orthophoto-topographic maps described below.

For McLeod Creek, North Parley's Park Drainage, Kimball Creek, and East Canyon Creek, the 1-percent-annual-chance floodplain boundaries were delineated on digital orthophoto-topographic maps at a scale of 1:6,000, with contour intervals of 2 feet (Reference 4).

The 1- and 0.2-percent-annual-chance floodplain boundaries are shown on the FIRM. On this map, the 1-percent-annual-chance floodplain boundary corresponds to the boundary of the areas of special flood hazard (Zones A, AO, and AE) and the 0.2-percent-annual-chance floodplain boundary corresponds to the boundary of areas of moderate flood hazard (Zones X). In cases where the 1- and 0.2-percent-annual-chance floodplain boundaries are close together, only the 1-percent-annual-chance floodplain boundary has been shown. Small areas within the floodplain boundaries may lie above the flood elevations, but cannot be shown because of limitations of the map scale and/or lack of detailed topographic data.

4.2 Floodways

Encroachment on floodplains, such as structures and fill, reduces flood-carrying capacity, increases flood heights and velocities, and increases flood hazards in areas beyond the encroachment itself. One aspect of floodplain management involves balancing the economic gain from floodplain development against the resulting increase in flood hazard. For purposes of the NFIP, a floodway is used as a tool to assist local communities in this aspect of floodplain management. Under this concept, the area of the 1-percent-annual-chance floodplain is divided into a floodway and a floodway fringe. The floodway is the channel of a stream, plus any adjacent floodplain areas that must be kept free of encroachment so that the 1-percent-annual-chance flood can be carried without substantial increases in flood heights. Minimum Federal standards limit such increases to 1 foot, provided that hazardous velocities are not produced. The floodways in this study are presented to local agencies as minimum standards that can be adopted directly or that can be used as a basis for additional floodway studies.

Floodways were not determined for the 1987 Park City study area because of the following conditions. For much of the study area, sheet-flow flooding occurs adjacent to stream-ways and floodways cannot be established in sheet-flow areas. Containment of such flows within the streamways would result in exceeding the 1.0-foot rise criterion. Portions of Empire and Ontario Canyons and Silver Creek are composed exclusively of various sized underground conduits. Any flows in excess of the conduit capacities result in overland flow that is not related to the channel, and the establishment of floodways is precluded.

The floodways presented in this FIS report were computed for certain stream segments on the basis of equal-conveyance reduction from each side of the floodplain with a maximum WSEL or energy grade line rise of 1.0 foot. Floodway encroachments thus determined were specified for each cross section within the floodplain in the HEC-RAS backwater model using Method 1.

Floodway widths were computed at cross sections. Between cross sections, the floodway boundaries were interpolated. The results of the floodway computations are tabulated for selected cross sections (see Table 5, “Floodway Data”). In cases where the floodway and 1-percent-annual-chance floodplain boundaries are either close together or collinear, only the floodway boundary is shown.

The area between the floodway and 1-percent-annual-chance floodplain boundaries is termed the floodway fringe. The floodway fringe encompasses the portion of the floodplain that could be completely obstructed without increasing the WSEL of the 1-percent-annual-chance flood more than 1 foot at any point. Typical relationships between the floodway and the floodway fringe, and their significance to floodplain development are shown in Figure 1.

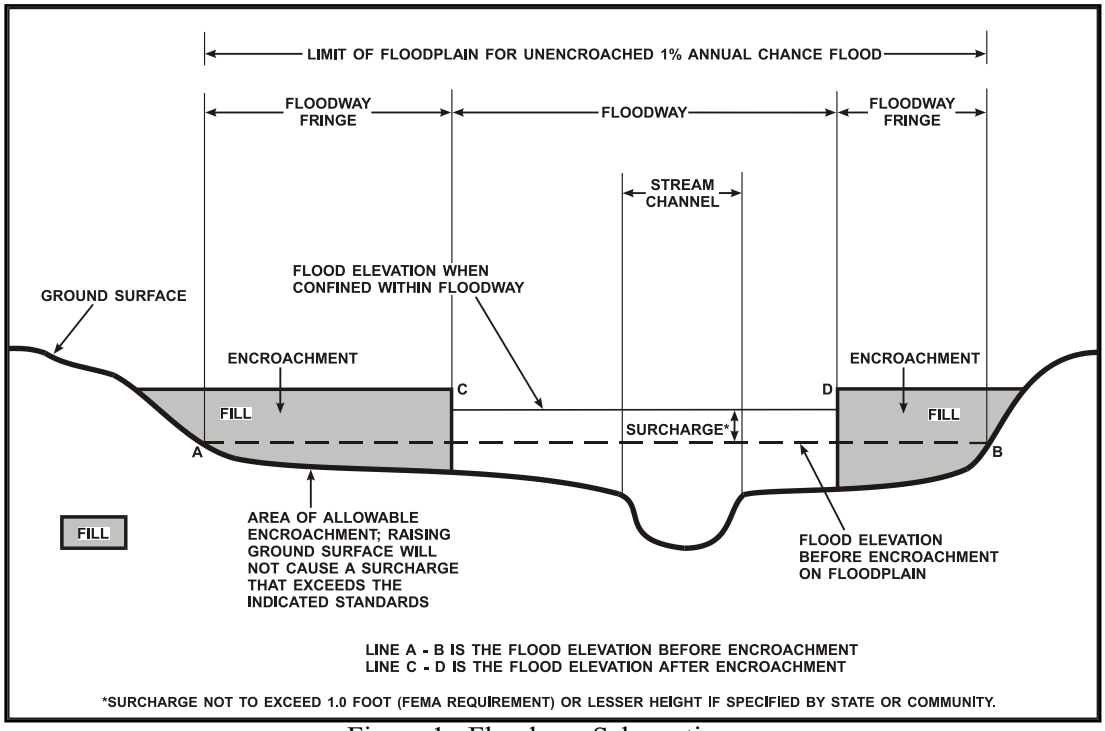


Figure 1. Floodway Schematic

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
Beaver Creek								
A-I[2]								
J	30,096	38	68	7.7	6,463.9	6,463.9	6,463.9	0.0
K	31,489	69	120	4.4	6,486.1	6,486.1	6,486.6	0.5
L	32,148	83	84	6.2	6,495.3	6,495.3	6,495.7	0.4
M	33,437	58	159	3.3	6,515.9	6,515.9	6,516.9	1.0
N	34,483	33	80	6.5	6,529.1	6,529.1	6,529.4	0.3
O	35,377	99	109	4.8	6,541.6	6,541.6	6,541.6	0.0
P	36,264	66	112	7.6	6,555.8	6,555.8	6,555.8	0.0
Q	37,329	68	282	3.0	6,572.5	6,572.5	6,573.5	1.0
R	38,084	49	100	8.5	6,578.7	6,578.7	6,578.7	0.0
S	39,060	34	92	9.2	6,592.8	6,592.8	6,592.9	0.1

[1]Feet above Democrat Aly

[2]Floodway not computed

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

BEAVER CREEK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
EAST CANYON CREEK								
A	-2,534	24	75	10.1	6,315.3	6,315.3	6,315.9	0.6
B	-2,057	80	246	3.1	6,317.5	6,317.5	6,318.5	1.0
C	-1,191	30	81	9.4	6,320.2	6,320.2	6,320.2	0.0
D	-299	20	76	10.0	6,325.2	6,325.2	6,325.9	0.7
E	527	22	73	10.5	6,332.5	6,332.5	6,333.5	1.0
F	1,738	45	219	3.5	6,335.5	6,335.5	6,336.4	0.9
G	2,596	55	196	10.5	6,338.3	6,338.3	6,338.3	0.0
H	2,933	35	380	2.0	6,348.6	6,348.6	6,349.6	1.0
I	4,412	55	307	2.5	6,348.6	6,348.6	6,349.6	1.0
J	5,112	85	304	2.5	6,350.8	6,350.8	6,351.5	0.7
K	6,108	35	114	6.6	6,353.0	6,353.0	6,353.3	0.3
L	7,367	60	179	4.2	6,354.8	6,354.8	6,355.4	0.6
M	8,398	50	167	4.5	6,357.0	6,357.0	6,357.7	0.7
N	9,015	40	113	6.7	6,358.9	6,358.9	6,359.7	0.8
O	10,096	99	278	2.7	6,361.6	6,361.6	6,362.6	1.0
p	11,791	25	77	9.8	6,365.5	6,365.5	6,365.9	0.4
Q	13,047	100	295	2.6	6,369.5	6,369.5	6,370.5	1.0
R	13,720	118	258	2.9	6,370.6	6,370.6	6,371.2	0.6
S	14,252	40	257	3.9	6,374.5	6,374.5	6,375.5	1.0

[1]Feet above Pheasant Way Bridge

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

EAST CANYON CREEK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
Empire Canyon Creek								
A	1,619	16	71	3.1	7,090.4	7,090.4	7,090.9	0.5
B	2,590	40	97	0.6	7,147.3	7,147.3	7,147.8	0.5
C	5,228	20	13	4.6	7,323.6	7,323.6	7,323.6	0.0
D	6,263	12	11	5.5	7,414.8	7,414.8	7,414.8	0.0
E	7,219	15	12	5.0	7,494.0	7,494.0	7,494.0	0.0
F	8,341	55	347	0.2	7,600.6	7,600.6	7,600.6	0.0
G	9,208	11	11	5.7	7,694.2	7,694.2	7,694.2	0.0
H	10,306	12	11	5.4	7,838.4	7,838.4	7,838.4	0.0

[1]Feet above convergence with Silver Creek

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

EMPIRE CANYON CREEK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
KIMBALL CREEK								
A	1,134	17	107	4.8	6,380.6	6,380.6	6,380.7	0.1
B	2,710	53	131	3.9	6,383.6	6,383.6	6,384.5	0.9
C	3,409	24	59	8.7	6,387.9	6,387.9	6,387.9	0.0
D	3,944	65	124	3.1	6,390.5	6,390.5	6,391.5	1.0
E	5,093	45	76	5.1	6,395.7	6,395.7	6,395.7	0.0
F	6,852	40	97	4.0	6,402.3	6,402.3	6,403.1	0.8
G	8,527	37	92	4.2	6,408.1	6,408.1	6,408.2	0.1
H	9,653	25	63	6.1	6,412.3	6,412.3	6,413.0	0.7
I	10,577	29	78	5.0	6,416.9	6,416.9	6,416.9	0.0
J	12,240	32	53	7.3	6,420.9	6,420.9	6,420.9	0.0
K	13,130	30	100	3.9	6,424.8	6,424.8	6,425.6	0.8
L	14,664	33	80	4.8	6,428.9	6,428.9	6,429.7	0.8
M	15,275	30	117	3.3	6,430.3	6,430.3	6,431.1	0.8
N	16,435	65	123	3.1	6,432.2	6,432.2	6,433.2	1.0

[1]Feet above confluence with North Parley's Park drainage

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

KIMBALL CREEK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
MCLEOD CREEK								
A	645	22	44	8.1	6,515.5	6,515.5	6,516.0	0.5
B	1,400	40	55	6.6	6,532.2	6,532.2	6,532.2	0.0
C	2,200	19	27	6.6	6,552.2	6,552.2	6,553.0	0.8
D	3,340	39	35	5.2	6,579.8	6,579.8	6,579.8	0.0
E	4,104	40	54	6.7	6,593.3	6,593.3	6,593.5	0.2
F	4,694	31	50	7.2	6,607.2	6,607.2	6,607.2	0.0
G	5,154	28	48	7.4	6,617.7	6,617.7	6,617.7	0.0
H	5,704	26	39	6.9	6,629.1	6,629.1	6,629.6	0.5

[1]Feet above Old Ranch Road Canal entrance culvert

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

MCLEOD CREEK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
MCLEOD CREEK THROUGH QUARRY MOUNTAINS								
A	180	45	169	1.1	6,438.4	6,438.4	6,438.4	0.0
B	1,367	75	97	1.8	6,438.4	6,438.4	6,438.7	0.3
C	3,287	99	46	3.9	6,449.0	6,449.0	1,450.0	1.0
D	5,567	61	39	3.5	6,478.3	6,478.3	6,479.1	0.8
E	7,510	13	20	7.1	6,522.1	6,522.1	6,522.1	0.0
F	8,087	12	19	7.4	6,535.6	6,535.6	6,535.6	0.0
G	8,685	16	30	4.7	6,550.5	6,550.5	6,550.5	0.0
H	9,454	13	20	7.1	6,571.5	6,571.5	6,571.5	0.0
I	9,927	11	22	8.0	6,583.1	6,583.1	6,583.1	0.0

[1]Feet above Old Ranch Road

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

MCLEOD CREEK THROUGH QUARRY MOUNTAINS

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
NORTH PARLEY'S PARK DRAINAGE								
A	681	44	187	1.7	6,377.3	6,377.3	6,377.4	0.1
B	1,478	22	41	7.7	6,381.0	6,381.0	6,381.0	0.0
C	2,152	37	102	3.1	6,383.5	6,383.5	6,384.1	0.6
D	4,031	16	54	5.8	6,387.6	6,387.6	6,388.5	0.9
E	5,750	25	82	3.8	6,393.3	6,393.3	6,393.9	0.6
F	7,496	35	96	3.3	6,396.4	6,396.4	6,397.1	0.7
G	9,360	28	55	5.7	6,402.8	6,402.8	6,402.8	0.0
H	10,867	44	84	3.7	6,409.8	6,409.8	6,409.9	0.1
I	11,593	27	52	6.0	6,413.5	6,413.5	6,413.5	0.0
J	13,279	22	70	4.5	6,420.9	6,420.9	6,421.8	0.9
K	14,219	10	34	9.0	6,425.9	6,425.9	6,426.7	0.8
L	15,443	65	153	2.0	6,429.6	6,429.6	6,430.5	0.9
M	15,865	65	196	1.6	6,430.0	6,430.0	6,430.8	0.8

[1]Feet above confluence with Kimball Creek

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

NORTH PARLEY'S PARK DRAINAGE

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
RED PINE CREEK								
A	675	19	28	6.8	6,555.0	6,555.0	6,555.5	0.5
B	1,505	29	32	5.9	6,579.2	6,579.2	6,580.0	0.8
C	2,085	44	37	5.2	6,598.9	6,598.9	6,599.6	0.7
D	2,705	46	38	5.0	6,619.8	6,619.8	6,619.8	0.0
E	3,705	23	30	6.4	6,651.7	6,651.7	6,651.7	0.0
F	4,135	23	30	6.4	6,669.6	6,669.6	6,669.6	0.0
G	4,695	75	45	4.3	6,693.8	6,693.8	6,693.8	0.0

[1]Feet above confluence with McLeod Creek

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

RED PINE CREEK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
Silver Creek								
A	1,457	306	1,193	0.4	6,451.2	6,451.2	6,452.1	0.9
B	2,534	258	557	0.8	6,451.3	6,451.3	6,452.3	1.0
C	4,091	140	124	3.5	6,454.8	6,454.8	6,455.8	1.0
D	5,171	260	295	1.5	6,458.2	6,458.2	6,458.8	0.6
E	6,208	315	327	1.3	6,461.6	6,461.6	6,462.3	0.7
F	7,266	120	207	2.1	6,465.6	6,465.6	6,466.2	0.6
G	8,311	109	200	2.2	6,469.8	6,469.8	6,470.4	0.6
H	9,282	169	295	1.5	6,473.5	6,473.5	6,474.5	1.0
I	10,523	110	207	2.1	6,479.7	6,479.7	6,480.3	0.6
J	11,885	121	210	2.1	6,486.7	6,486.7	6,487.6	0.9
K	12,892	180	254	1.7	6,491.6	6,491.6	6,492.6	1.0
L	13,943	109	182	2.4	6,497.2	6,497.2	6,498.1	0.9
M	14,948	127	181	2.4	6,503.2	6,503.2	6,503.5	0.3
N	16,067	116	205	2.1	6,508.9	6,508.9	6,509.5	0.6
O	17,089	135	179	2.4	6,515.7	6,515.7	6,516.0	0.3
P	18,320	114	193	2.3	6,522.2	6,522.2	6,522.6	0.4
Q	19,236	114	187	2.3	6,528.5	6,528.5	6,529.2	0.7
R	20,403	117	162	2.7	6,536.4	6,536.4	6,536.6	0.2
S	21,444	114	166	2.6	6,544.1	6,544.1	6,544.3	0.2
T	22,373	119	151	2.9	6,550.5	6,550.5	6,550.7	0.2
U	23,464	114	177	2.5	6,558.6	6,558.6	6,558.7	0.1
V	24,607	79	132	3.3	6,568.4	6,568.4	6,568.8	0.4
W	25,472	131	264	1.7	6,574.0	6,574.0	6,574.2	0.2
X	26,597	104	199	2.2	6,581.3	6,581.3	6,582.2	0.9
Y	27,696	110	166	2.6	6,589.2	6,589.2	6,590.1	0.9
Z	27,940	200	715	0.6	6,593.5	6,593.5	6,593.6	0.1

[1]Feet above a point 622 feet downstream of I-80 eastbound

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

SILVER CREEK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
Silver Creek cont'd								
AA	28,649	77	165	2.6	6,598.1	6,598.1	6,598.1	0.0
AB	30,011	40	72	6.0	6,610.5	6,610.5	6,610.5	0.0
AC	31,108	26	61	7.2	6,622.7	6,622.7	6,622.7	0.0
AD	32,195	11	45	9.8	6,635.6	6,635.6	6,635.6	0.0
AE	33,519	43	67	6.6	6,652.7	6,652.7	6,652.8	0.1
AF	34,787	25	53	8.4	6,673.3	6,673.3	6,673.3	0.0
AG	35,412	83	104	4.2	6,677.6	6,677.6	6,677.8	0.2
AH	36,948	101	96	4.6	6,695.1	6,695.1	6,695.1	0.0
AI	37,795	86	106	4.2	6,704.1	6,704.1	6,704.1	0.0
AJ	38,625	267	158	2.8	6,713.9	6,713.9	6,714.2	0.3
AK	39,609	19	58	7.7	6,726.3	6,726.3	6,726.3	0.0
AL	40,759	20	50	8.9	6,743.0	6,743.0	6,743.0	0.0
AM	41,963	21	51	8.7	6,768.2	6,768.2	6,768.2	0.0
AN	43,039	55	96	4.6	6,799.5	6,799.5	6,799.5	0.0
AO	44,061	30	56	7.9	6,819.6	6,819.6	6,819.6	0.0
AP	45,246	33	64	6.8	6,849.1	6,849.1	6,849.1	0.0
AQ	46,566	23	52	8.4	6,888.0	6,888.0	6,888.0	0.0
AR	47,572	20	49	8.9	6,919.9	6,919.9	6,919.9	0.0
AS	48,652	19	49	8.9	6,966.7	6,966.7	6,966.7	0.0
AT	49,343	45	69	6.3	6,989.6	6,989.6	6,989.6	0.0
AU[2]								

[1]Feet above a point 622 feet downstream of I-80 eastbound

[2]Floodway not computed

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

SILVER CREEK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS-SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
Weber River (Oakley)								
A	6,528	131	467	8.4	6,371.9	6,371.9	6,371.9	0.0
B	7,384	78	338	11.7	6,383.7	6,383.7	6,384.1	0.4
C	8,541	113	381	10.3	6,395.6	6,395.6	6,395.9	0.3
D	9,518	370	568	6.9	6,406.9	6,406.9	6,406.9	0.0
E	10,426	72	359	11.0	6,415.9	6,415.9	6,415.9	0.0
F	11,471	339	1,003	3.9	6,431.4	6,431.4	6,432.4	1.0
G	12,448	131	438	9.0	6,440.9	6,440.9	6,441.0	0.1
H	13,564	138	496	7.9	6,452.3	6,452.3	6,452.3	0.0
I	14,582	215	746	5.3	6,463.4	6,463.4	6,464.1	0.7
J	15,631	175	490	8.0	6,472.1	6,472.1	6,472.1	0.0
K	16,642	520	781	5.0	6,479.7	6,479.7	6,480.1	0.4
L	18,154	165	606	6.5	6,498.3	6,498.3	6,498.3	0.0
M	19,083	89	397	9.9	6,507.7	6,507.7	6,507.7	0.0
N	20,215	143	448	8.8	6,520.0	6,520.0	6,520.0	0.0
O	20,866	123	584	6.7	6,527.7	6,527.7	6,528.3	0.6
P	22,756	81	408	9.6	6,547.3	6,547.3	6,547.6	0.3
Q	24,065	157	430	9.2	6,561.1	6,561.1	6,561.1	0.0
R	25,690	403	959	4.1	6,579.3	6,579.3	6,579.6	0.3
S	26,599	102	445	8.8	6,587.1	6,587.1	6,587.3	0.2
T	27,574	558	375	10.5	6,598.4	6,598.4	6,598.4	0.0
U	28,231	226	600	6.6	6,606.9	6,606.9	6,607.2	0.3
V	29,573	130	408	9.7	6,618.5	6,618.5	6,619.0	0.5
W	31,183	97	397	9.9	6,634.3	6,634.3	6,634.3	0.0
X	32,083	180	449	8.8	6,645.2	6,645.2	6,645.2	0.0
Y	33,160	47	285	13.8	6,659.8	6,659.8	6,660.3	0.5
Z	34,609	66	316	12.5	6,676.7	6,676.7	6,677.4	0.7

[1]Feet above Woodenshoe Ln

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMIT COUNTY, UT
AND INCORPORATED AREAS

FLOODWAY DATA

WEBER RIVER (OAKLEY)

5.0 INSURANCE APPLICATIONS

For flood insurance rating purposes, flood insurance zone designations are assigned to a community based on the results of the engineering analyses. These zones are as follows:

Zone A

Zone A is the flood insurance rate zone that corresponds to the 1-percent-annual-chance floodplains that are determined in the FIS report by approximate methods. Because detailed hydraulic analyses are not performed for such areas, no BFEs or depths are shown within this zone.

Zone AE

Zone AE is the flood insurance rate zone that corresponds to the 1-percent-annual-chance floodplains that are determined in the FIS report by detailed methods. Whole-foot BFEs derived from the detailed hydraulic analyses are shown at selected intervals within this zone.

Zone AO

Zone AO is the flood insurance rate zone that corresponds to the areas of 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between 1 foot and 3 feet. Average whole-foot depths derived from the detailed hydraulic analysis are shown within this zone.

Zone X

Zone X is the flood insurance rate zone that corresponds to areas outside the 0.2-percent-annual-chance floodplain, areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by levees. No BFEs or depths are shown within this zone.

6.0 FLOOD INSURANCE RATE MAP

The FIRM is designed for flood insurance and floodplain management applications.

For flood insurance applications, the map designates flood insurance rate zones as described in Section 5.0, and in the 1-percent-annual-chance floodplains that were studied by detailed methods, the map shows selected whole-foot BFEs or average depths. Insurance agents use the zones and BFEs in conjunction with information on structures and their contents to assign premium rates for flood insurance policies.

The map shows floodplain management applications through tints, screens, and symbols, the 100- and 500-year floodplains, floodways, and the locations of selected cross sections used in the hydraulic analyses and floodway computations.

The countywide FIRM presents flooding information for the entire geographic area of Summit County. Previously, FIRMs were prepared for each incorporated community and the unincorporated areas of the county identified as floodprone. This countywide FIRM also includes flood-hazard information that was presented separately on Flood Boundary and Floodway Maps, where applicable. Historical data relating to the maps prepared for each community are presented in Table 6, "Community Map History."

7.0 OTHER STUDIES

This FIS incorporates all previously published FISs and FIRMs for the areas within Summit County.

This FIS report either supersedes or is compatible with all previous studies published on streams studied in this report and should be considered authoritative for purposes of the National Flood Insurance Program.

No previous FIS reports have been prepared for the cities of Coalville, Kamas, and Oakley; the towns of Francis and Henefer; or the unincorporated areas of Summit County, Utah.

An FIS report was published for Park City on July 16, 1987 (Reference 14).

FEMA has previously published FIRMs for the town of Henefer and city of Oakley. These maps show approximate studies only and are dated May 20, 1980, and September 24, 1984, respectively (References 15 and 16).

8.0 LOCATION OF DATA

Information concerning the pertinent data used in the preparation of this study can be obtained by contacting the Federal Insurance and Mitigation Division, Federal Emergency Management Agency, Denver Federal Center, Building 710, Box 25267, Denver, CO 80225-0267.

COMMUNITY NAME	INITIAL IDENTIFICATION	FLOOD HAZARD BOUNDARY MAP REVISION DATE(S)	FLOOD INSURANCE RATE MAP EFFECTIVE DATE	FLOOD INSURANCE RATE MAP REVISION DATE(S)
Coalville, City of[1]	-	-	-	-
Francis, Town of[1]	-	-	-	-
Henefer, Town of	02/21/1975	04/23/1976	05/20/1980	-
Kamas, City of[1]	-	-	-	-
Oakley, City of	01/31/1975	12/24/1976	09/24/1984	-
Park City, City of	09/06/1974	09/03/1976	07/16/1987	-
Summit County (Unincorporated Areas)	01/03/1978	-	07/17/1986	-

[1]This community had no map history prior to first time countywide mapping.

TABLE 6

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UTAH

AND INCORPORATED AREAS

COMMUNITY MAP HISTORY

9.0 BIBLIOGRAPHY AND REFERENCES

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4. Aero-Graphics, Inc., Orthophoto-Topographic Map of the Snyderville Basin, Utah, Scale 1:2400, Contour Interval 2 feet, Salt Lake City, Utah, 1999.

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12. U.S. Department of Housing and Urban Development, Federal Insurance Administration, Flood Hazard Boundary Map, City of Park City, Utah, Approximate Scale 1:800, September 1974 (Revised September 1976).

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33. URS Corporation, Upper Lower Weber Watershed, Utah, FEMA Flood Study and Physical Map Revision (PMR), Summit County Hydraulics Report, September 15, 2015.

34. Federal Emergency Management Agency, Guidance for Flood Risk Analysis and Mapping – First Order Approximation, November 2014.

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10.0 REVISION DESCRIPTIONS

This section has been added to provide information regarding significant revisions made since the previous FIS report and FIRM were printed. Future revisions may be made that do not result in the republishing of the FIS report. All users are advised to contact the Community Map Repository to obtain the most up-to-date flood hazard data.

10.1 Physical Map Revision (PMR) (March 23, 2021)

For this countywide PMR and FIS update, an initial CCO meeting was held on February 28, 2012, and was attended by representatives of the community, the study contractor, and FEMA. The final CCO meeting was held on November 14, 2019, and was attended by representatives of the community, the study contractor, and FEMA.

For this PMR and FIS update, AECOM (formerly URS Corporation), prime engineering contractor for the Utah Division of Emergency Management Cooperative Technical Partner (CTP) conducted 19.5 miles of detailed study along Beaver Creek in Kamas City, Empire Canyon Creek and Silver Creek in Park City, and the Weber River in Oakley City; 4.5 miles of limited detail study along Chalk Creek and the Weber River in the City of Coalville; and 18 miles of Approximate Study along the Weber River between Oakley City and the City of Coalville. This work was completed in August 2019 under Contracts No: EMD-2011-GR-1187 and EMD-2018-CA-00031.

Detailed studies were conducted on portions of Beaver Creek, Chalk Creek, Empire Canyon Creek, Silver Creek, and the Weber River as part of the 2021 study. Detailed descriptions of the streams studied as part of this revision are listed in Section 2.1 and in Table 1 – Limits of Detailed Studies. The Weber River was studied by approximate methods from the Coalville City corporate limit upstream to Rockport Reservoir (10 miles), and from Rockport Reservoir upstream to the Oakley City corporate limit (8 miles).

This restudy affected 27 FIRM panels, which include an orthophotography base map. Base map information shown on this FIRM was derived from multiple sources. This information was compiled from the U.S. Geological Survey, 1989, Utah Automated Geographic Reference Center (AGRC), 2019, Summit County Information Systems, 2015, National Geodetic Survey, 2004, FEMA existing DFIRM data, 2006, USDA and Farm Service Agency Aerial Photography Field Office, 2011.

The projection used in the preparation of the FIRM panels is Universal Transverse Mercator (UTM) Zone 12 N with a NAD83 horizontal datum, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences across jurisdiction boundaries. These differences do not affect the accuracy of the FIRM.

The hydrologic analyses for the restudies on Chalk Creek and the Weber River were performed using the available peak annual runoff data from USGS, and a Log Pearson Type III analysis (LPIII) using methodology outlined in the Summit County PMR Study Hydrology Report (Reference 31). A detailed hydrologic analysis for Beaver Creek, where gage data was not available, was completed using HEC-HMS. A detailed hydrologic analysis for Empire Canyon Creek and Silver Creek were performed as outlined in the Silver Creek Hydrology Report prepared for Park City by Stanley Consultants (Reference 32). Results of all hydrologic analyses are included in Table 4 – Summary of Discharges.

The Army Corps of Engineers Hydraulic Engineering Center's River Analysis Program (HEC-RAS) v4.1 was selected to analyze channel hydraulic capacity and to determine the water-surface profiles along with HEC-GeoRAS, an ArcGIS based pre- and post-processor for HEC-RAS, as described in the Summit County PMR Study Hydraulics Report (Reference 33).

Detailed study areas include the 10-, 2-, 1-, and 0.2-percent-annual-chance flows and includes a floodway analysis. A detailed survey was performed of all encountered structures along the detailed study reaches.

Roughness coefficients (Manning's "n" values) used in the hydraulic computations are shown in Table 7 – Manning's "n" values, and were based on field inspection of stream channels and overbank areas and adjusted based upon land use and ground cover determined from aerial photography.

Table 7 – Manning's n Values

Description	Value
Channel	0.035-0.045
Commercial	0.06
Grassland	0.08
Highway	0.03
Minimum Woods	0.1
Residential	0.08
Woods	0.1

Contraction and expansion coefficients of 0.1 and 0.3, respectively, are used for cross-sections with no structures, while cross-sections influenced by flow contraction and expansion caused by bridges or other conveyance structures are assigned a contraction coefficient of 0.3 and an expansion coefficient of 0.5.

Table 5 – Floodway Data, and Exhibit 1 – Flood Profiles, were revised to reflect changes as a result of this restudy.

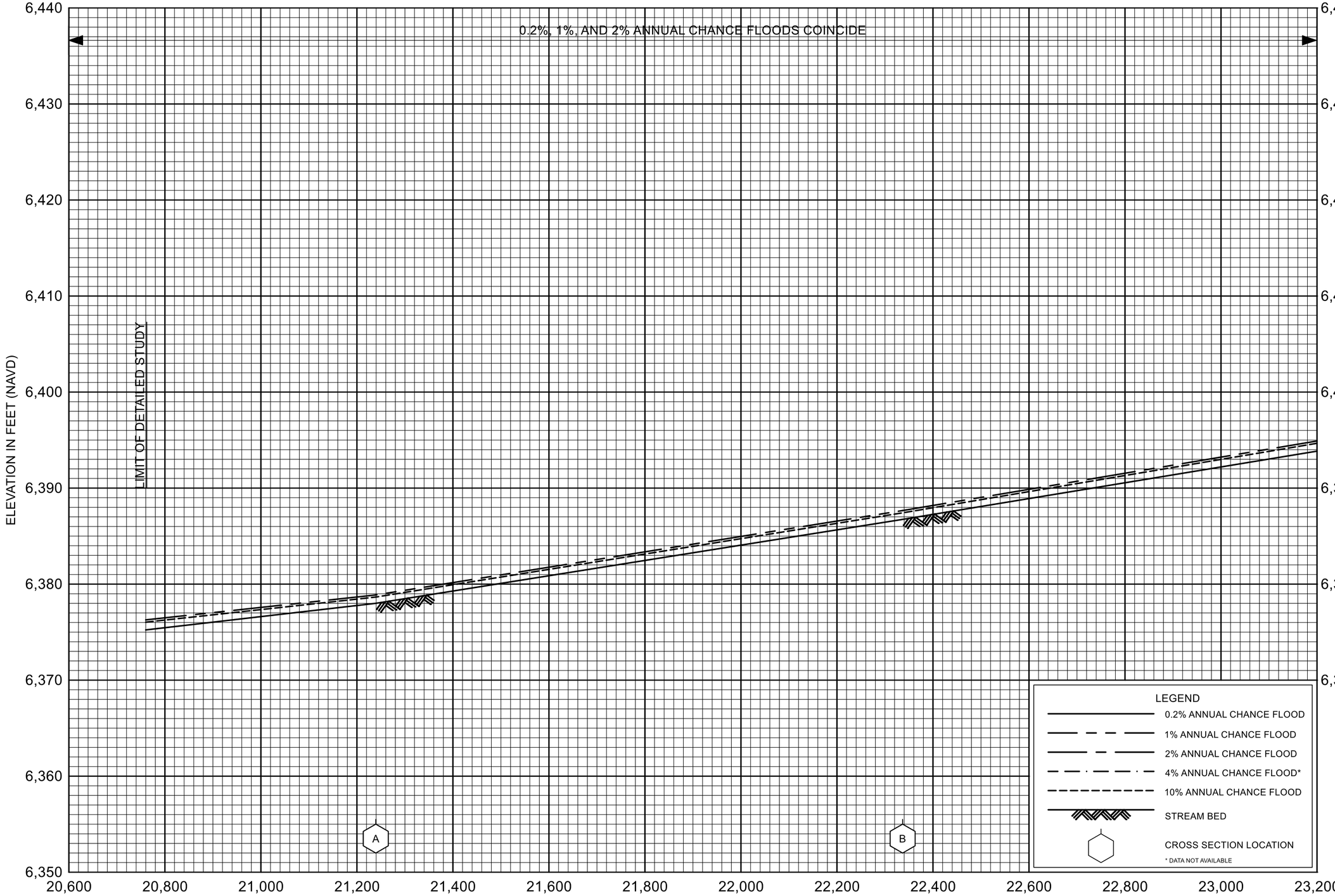
The floodways calculated for the restudied streams reflect the minimum width allowed by encroachment of the 1-percent-annual-chance floodplain on either overbank, until a maximum floodplain elevation surcharge of 1 foot is created.

A First Order Approximation (FOA) Analysis was performed on the approximate Zone A floodplains located on the updated panels that were reissued as part of this PMR. The FOA was performed using a comparative, mostly automated approach to assess the validity of the floodplains that are not based on an existing or available engineering model, as outlined in the FOA procedures manual (Reference 34). All of the Zone A floodplains on the reissued panels were successfully validated through the FOA approach and were therefore left unchanged on the FIRMs, with the exception of one area of ponding adjacent to US Highway 40 at Pace Frontage Road within unincorporated Summit County which was refined to reflect current conditions (Reference 35).

Floodplain boundaries were delineated using LiDAR obtained by FEMA and the State of Utah in 2011.

The following LOMR was incorporated in this revision since it was located on a FIRM panel affected by this restudy:

Case Number	Community	Flooding Source(s)/ Project Identifier	Effective Date	Type
10-08-0845P	Park City, City of	McLeod Creek	9/20/2010	LOMR



FLOOD PROFILES

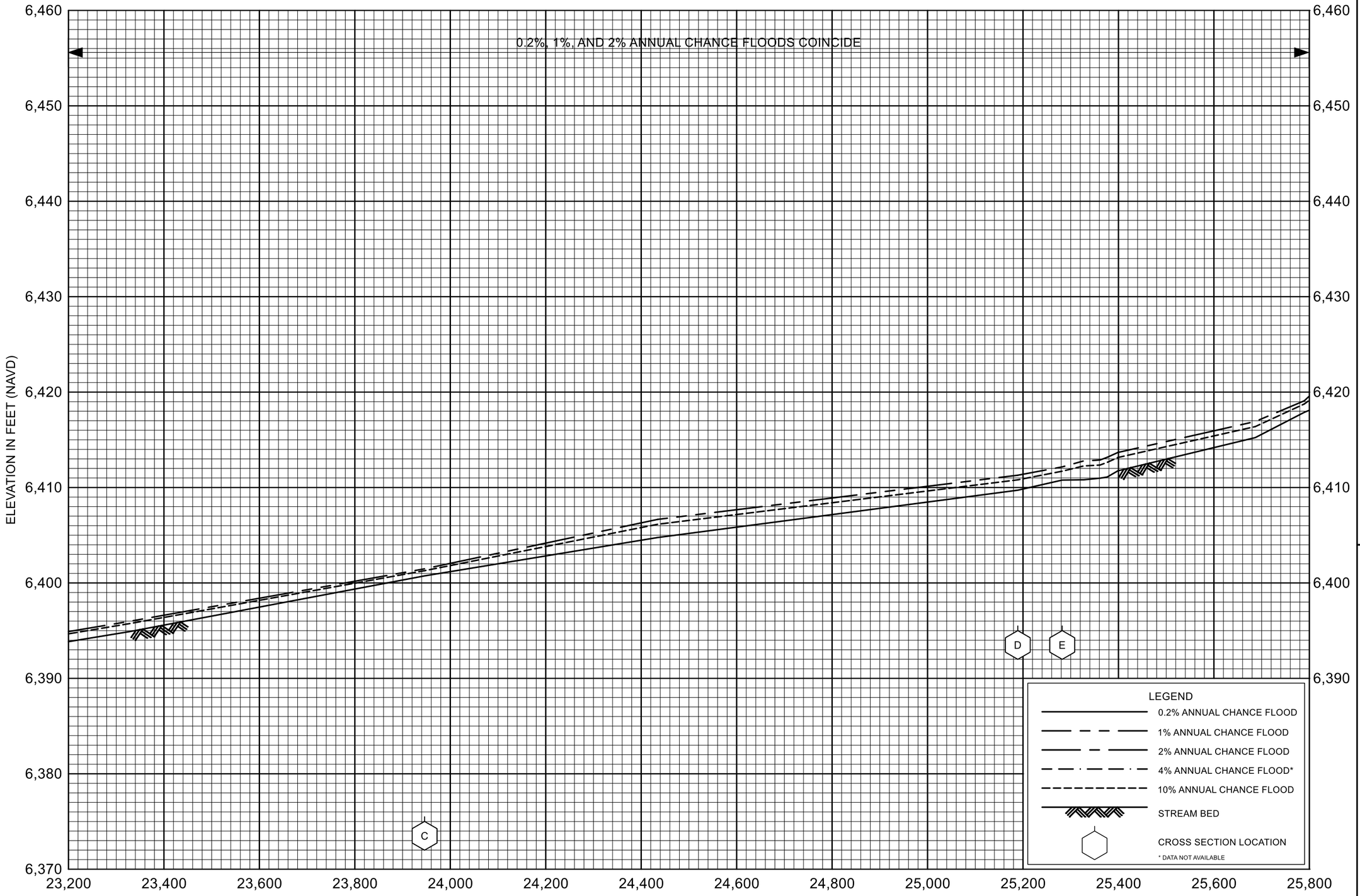
BEAVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

01P



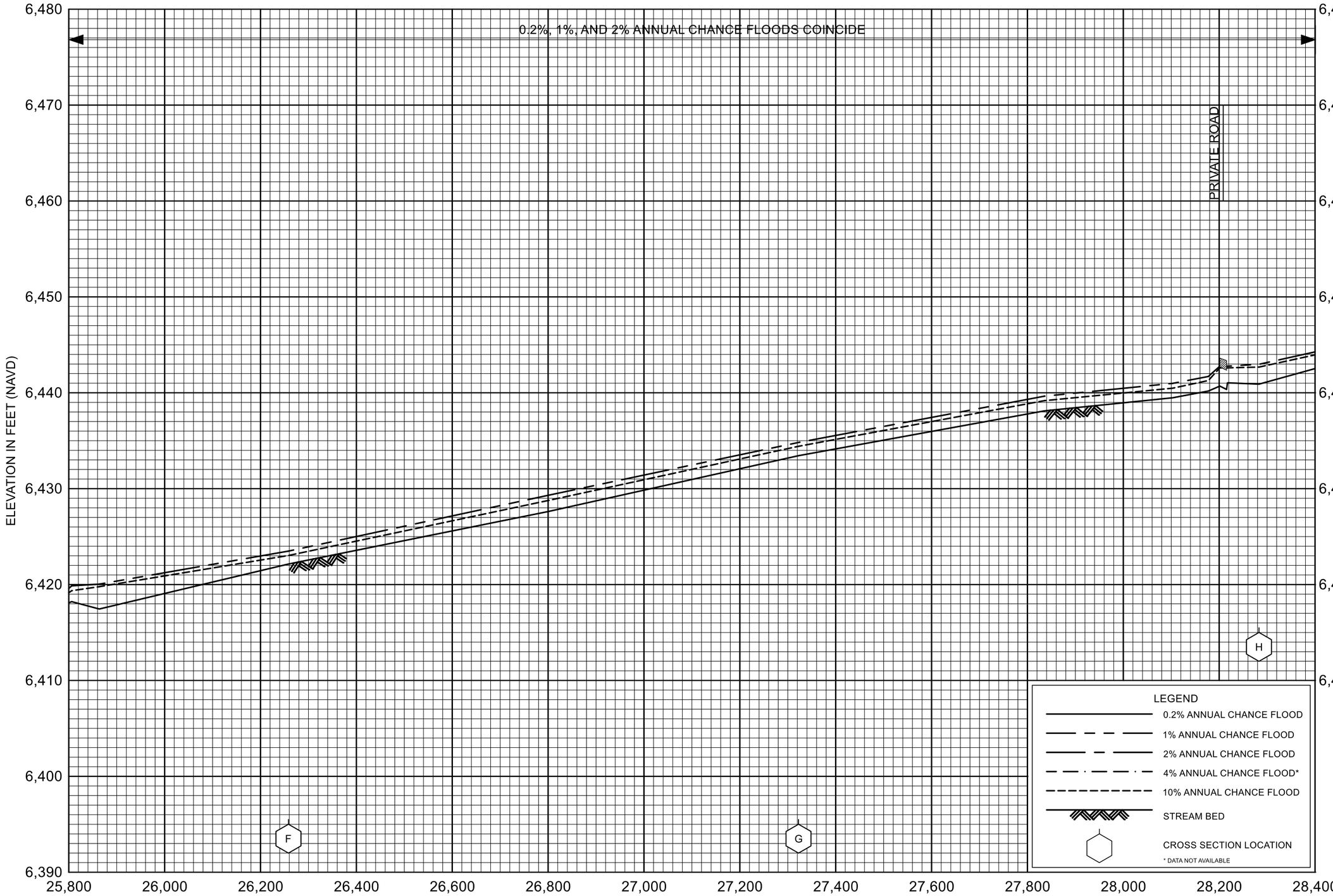
FLOOD PROFILES

BEAVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

02P



FLOOD PROFILES

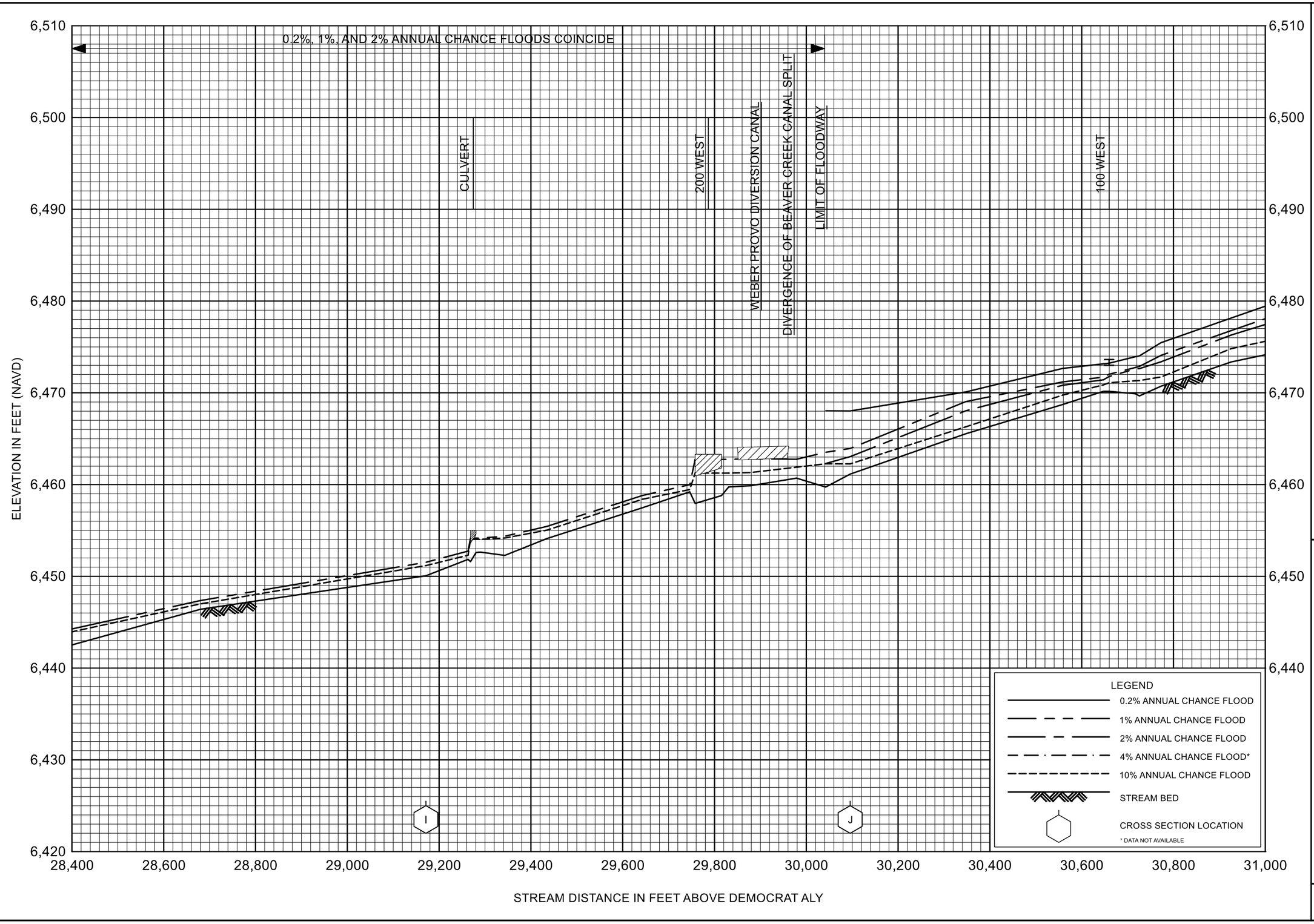
BEAVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

03P



FLOOD PROFILES

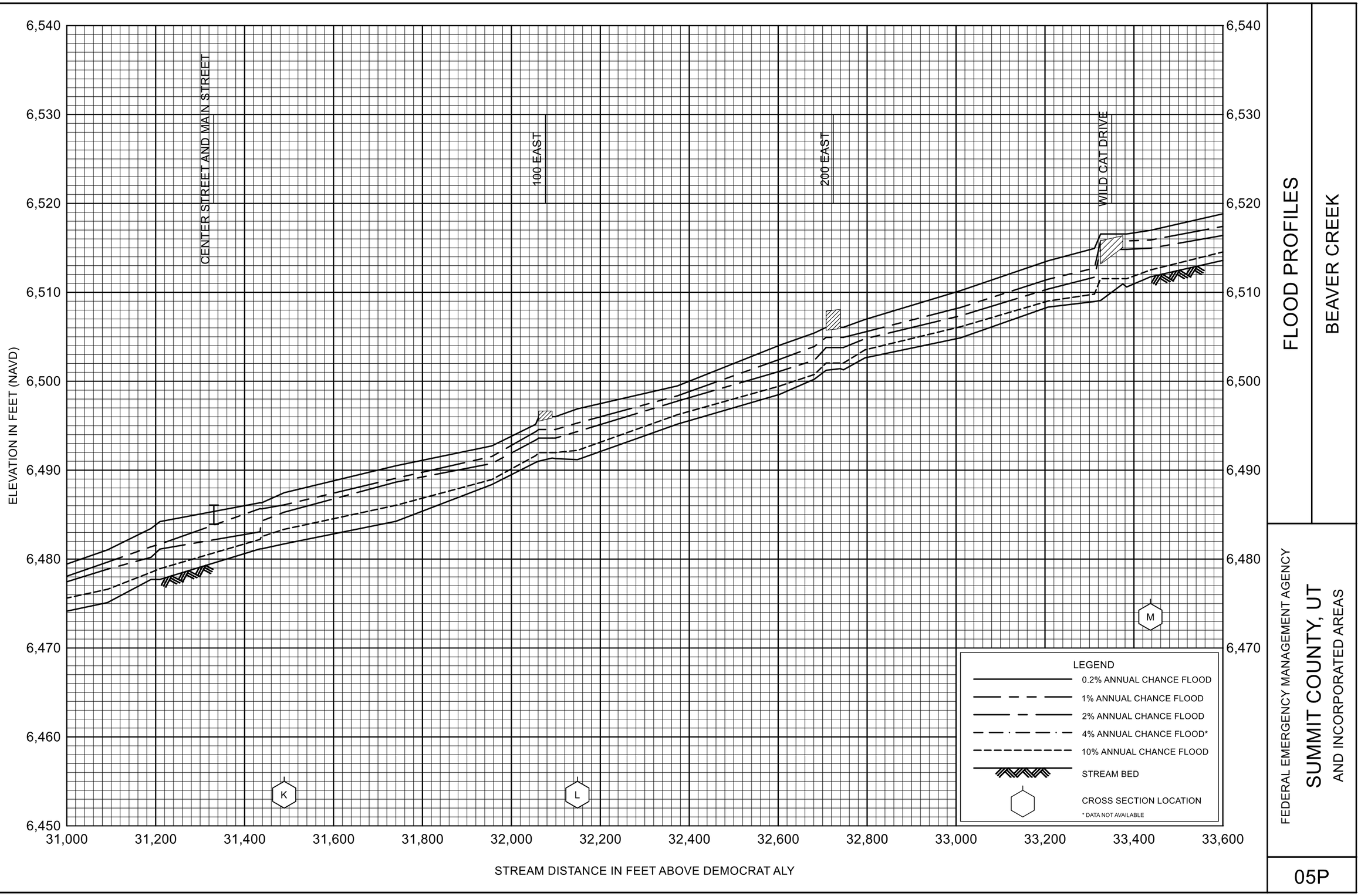
BEAVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

04P



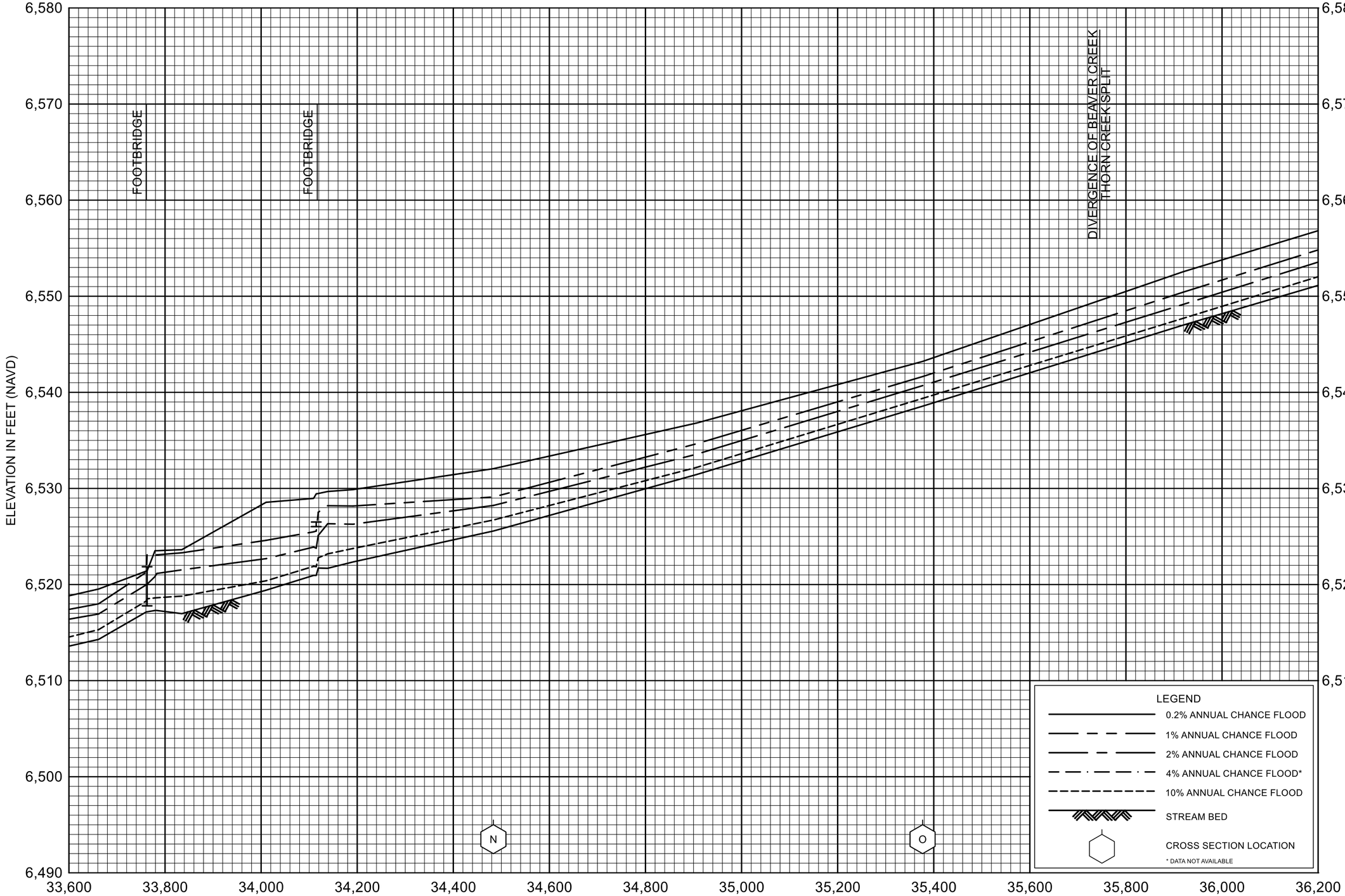
FLOOD PROFILES

BEAVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

05P



FLOOD PROFILES

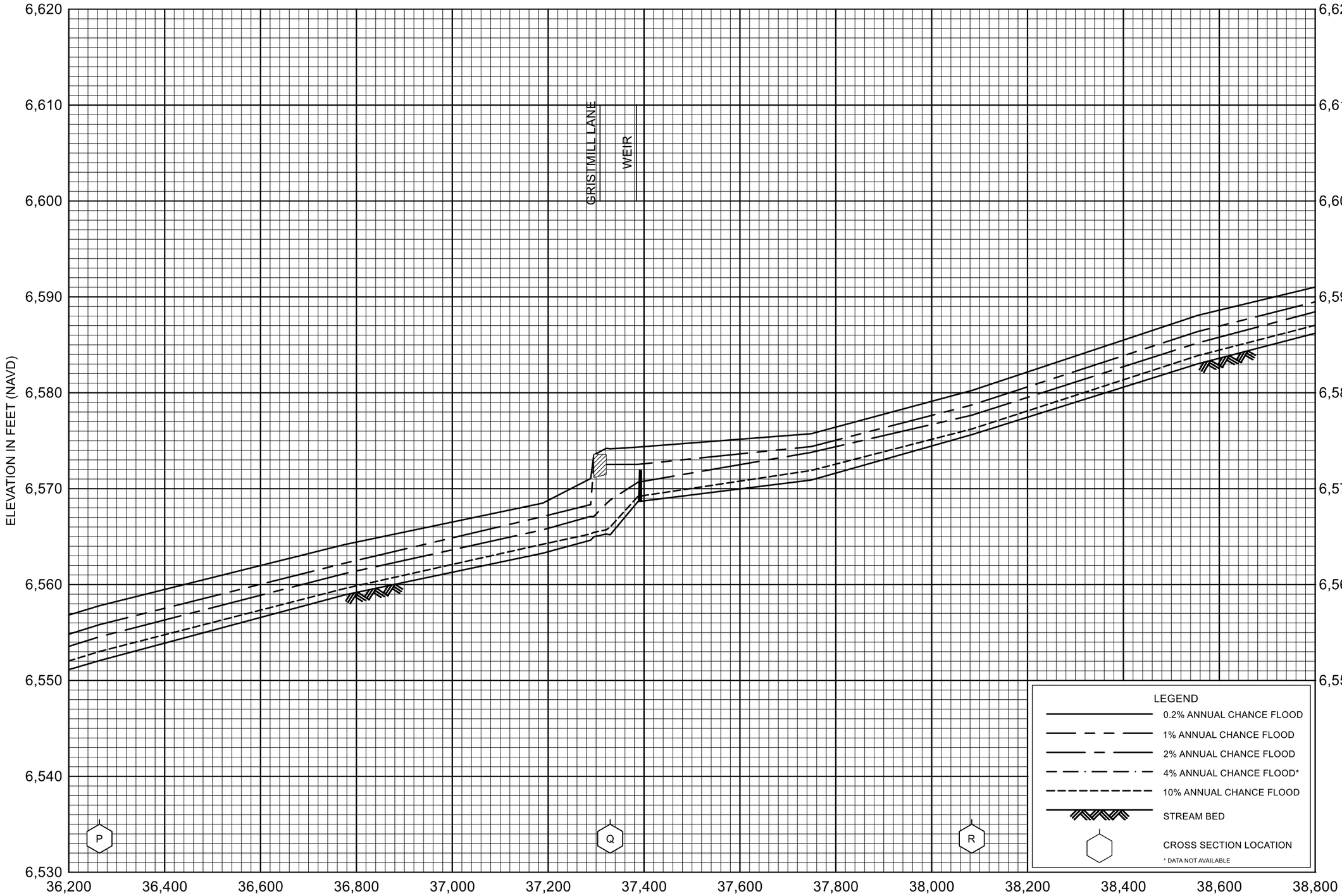
BEAVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

06P



FLOOD PROFILES

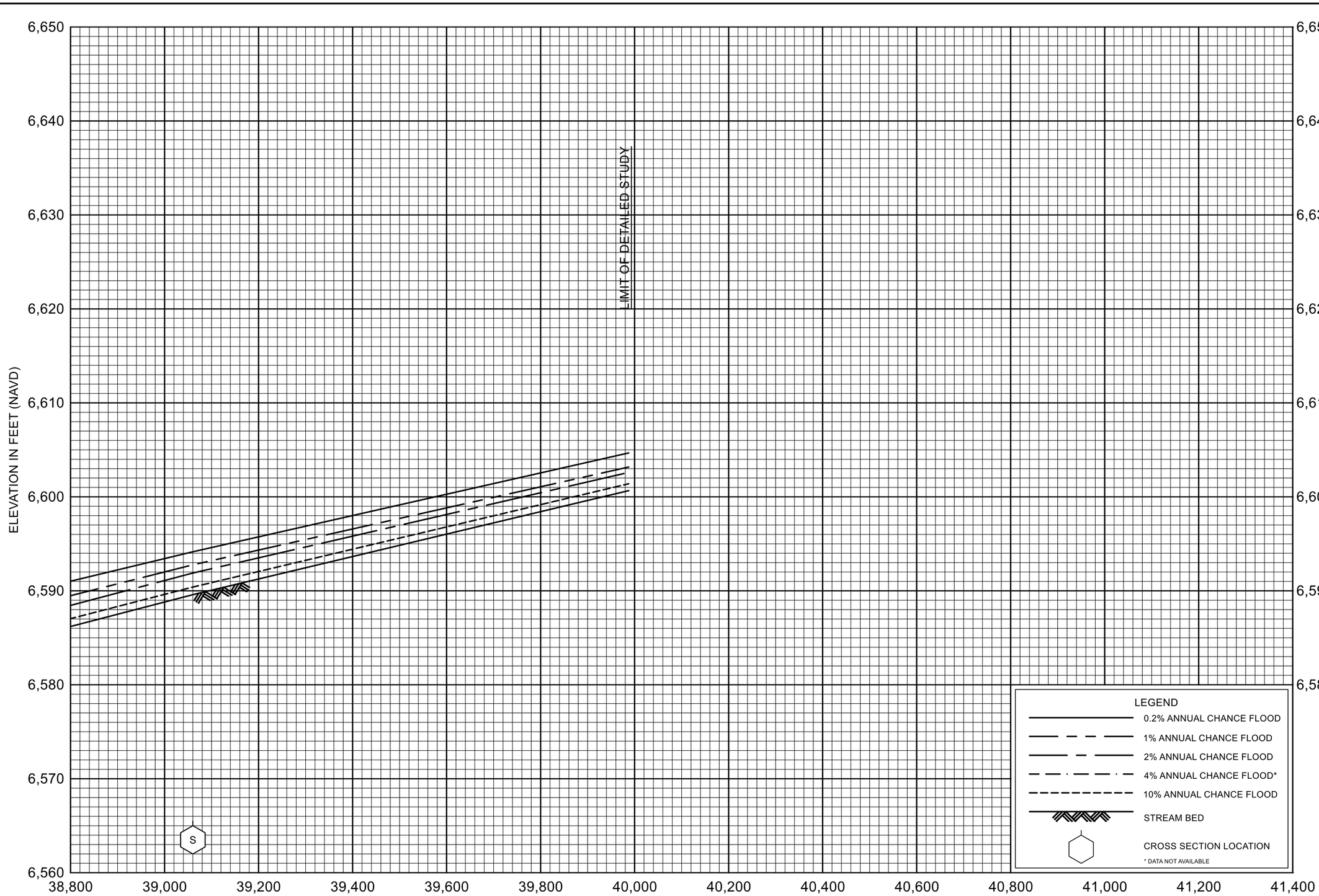
BEAVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

07P



FLOOD PROFILES

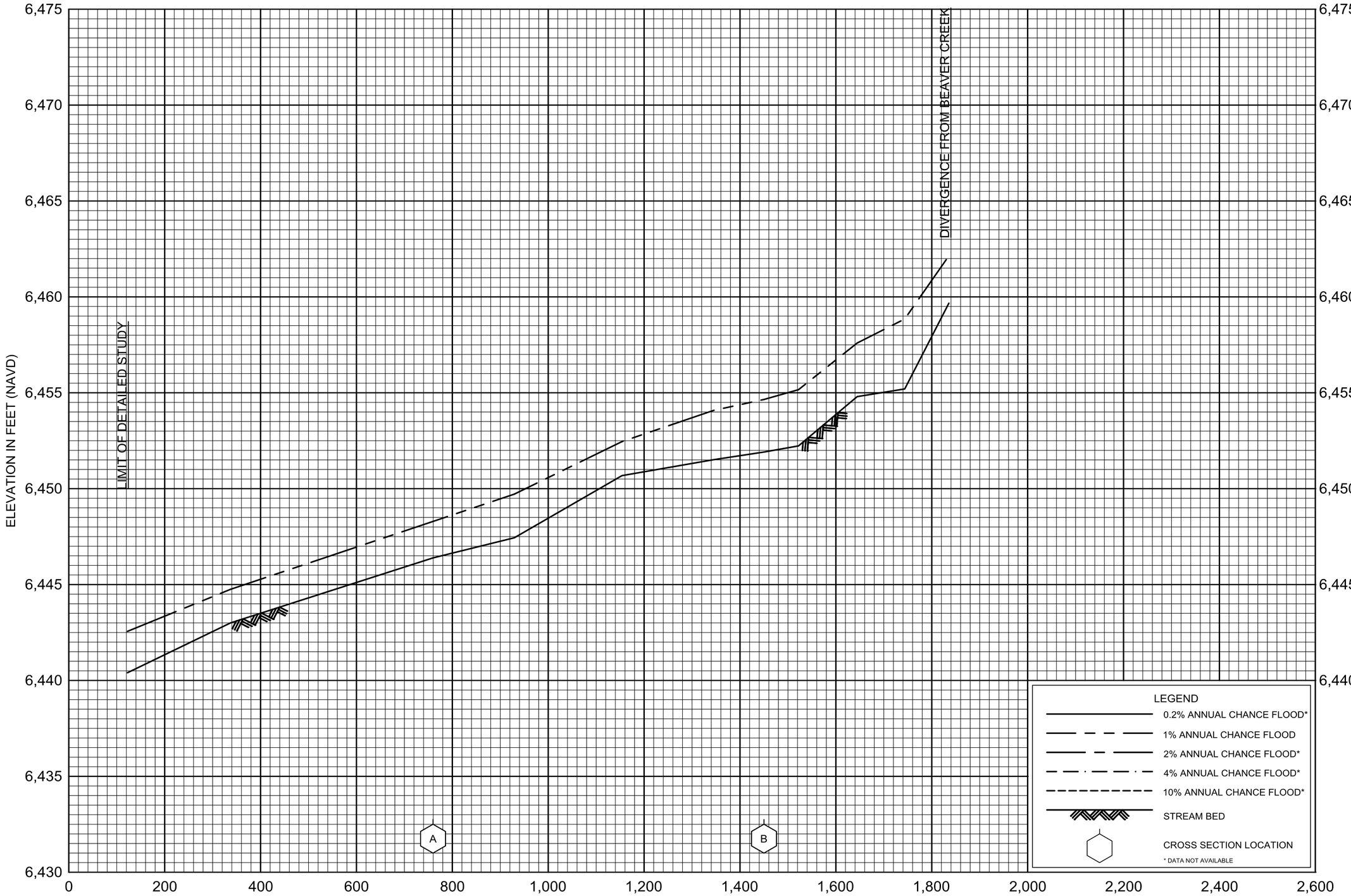
BEAVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

08P



FLOOD PROFILES

BEAVER CREEK CANAL SPLIT

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

09P

FLOODING CONTROLLED BY BEAVER CREEK

LIMIT OF DETAILED STUDY

DIVERGENCE FROM BEAVER CREEK

ELEVATION IN FEET (NAVD)

6,580
6,570
6,560
6,550
6,540
6,530
6,520
6,510
6,500
6,490

0
200
400
600
800
1,000
1,200
1,400
1,600
1,800
2,000
2,200
2,400
2,600

STREAM DISTANCE IN FEET ABOVE HIGHWAY 150

A

B

LEGEND

- 0.2% ANNUAL CHANCE FLOOD*
- 1% ANNUAL CHANCE FLOOD
- 2% ANNUAL CHANCE FLOOD*
- 4% ANNUAL CHANCE FLOOD*
- 10% ANNUAL CHANCE FLOOD*
- STREAM BED
- CROSS SECTION LOCATION

* DATA NOT AVAILABLE

FLOOD PROFILES

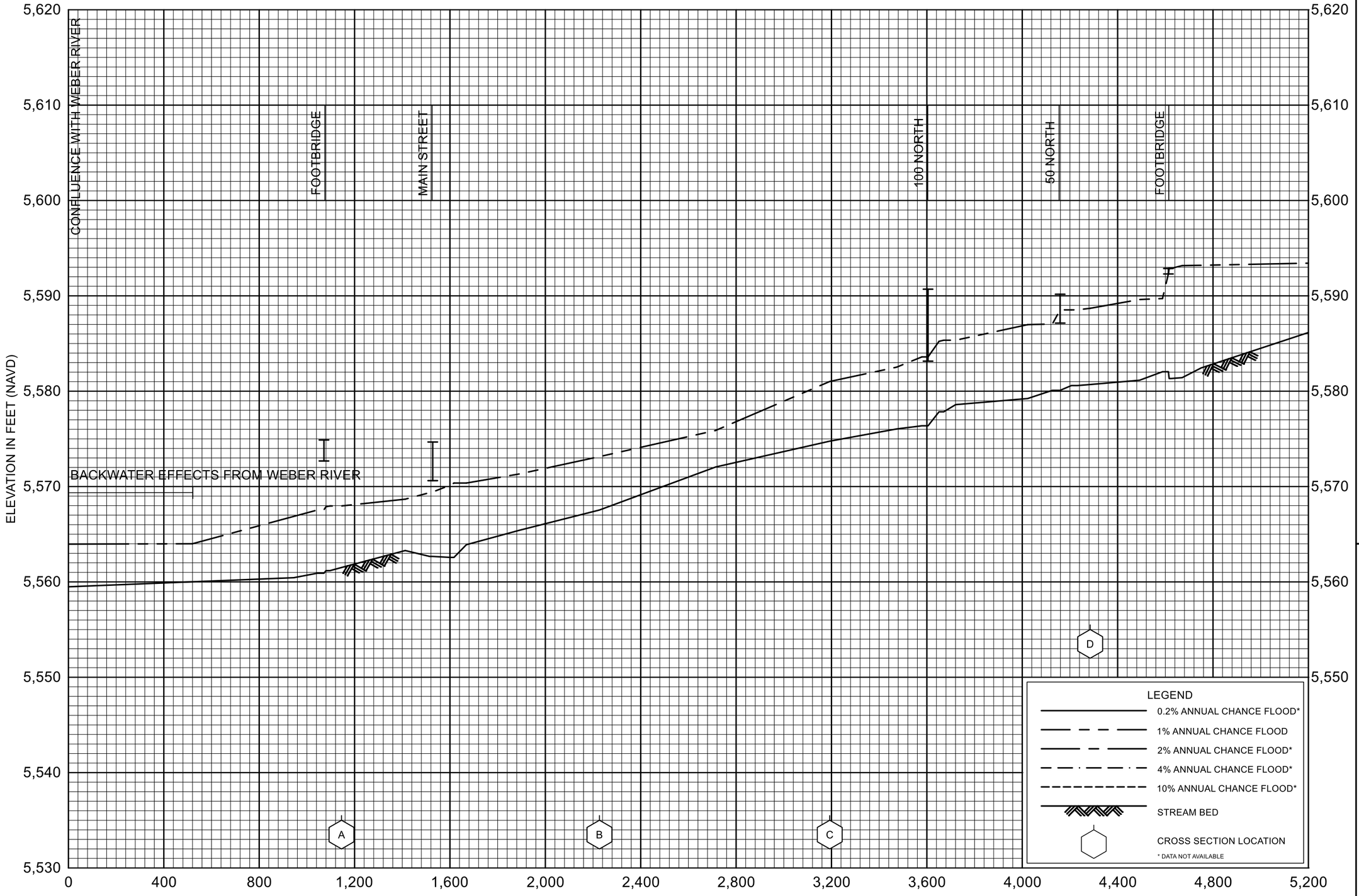
BEAVER CREEK THORN CREEK SPLIT

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

10P



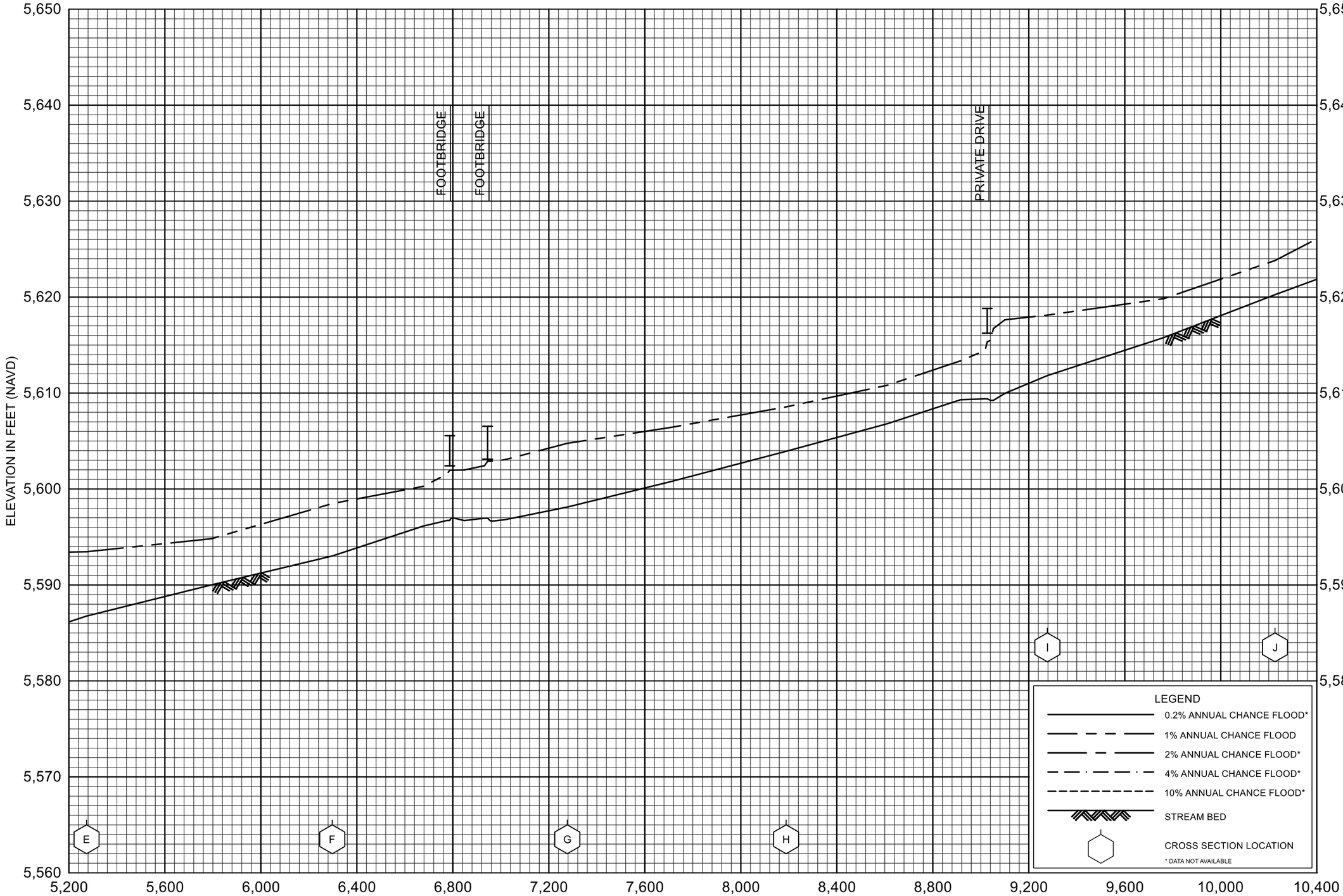
FLOOD PROFILES

CHALK CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



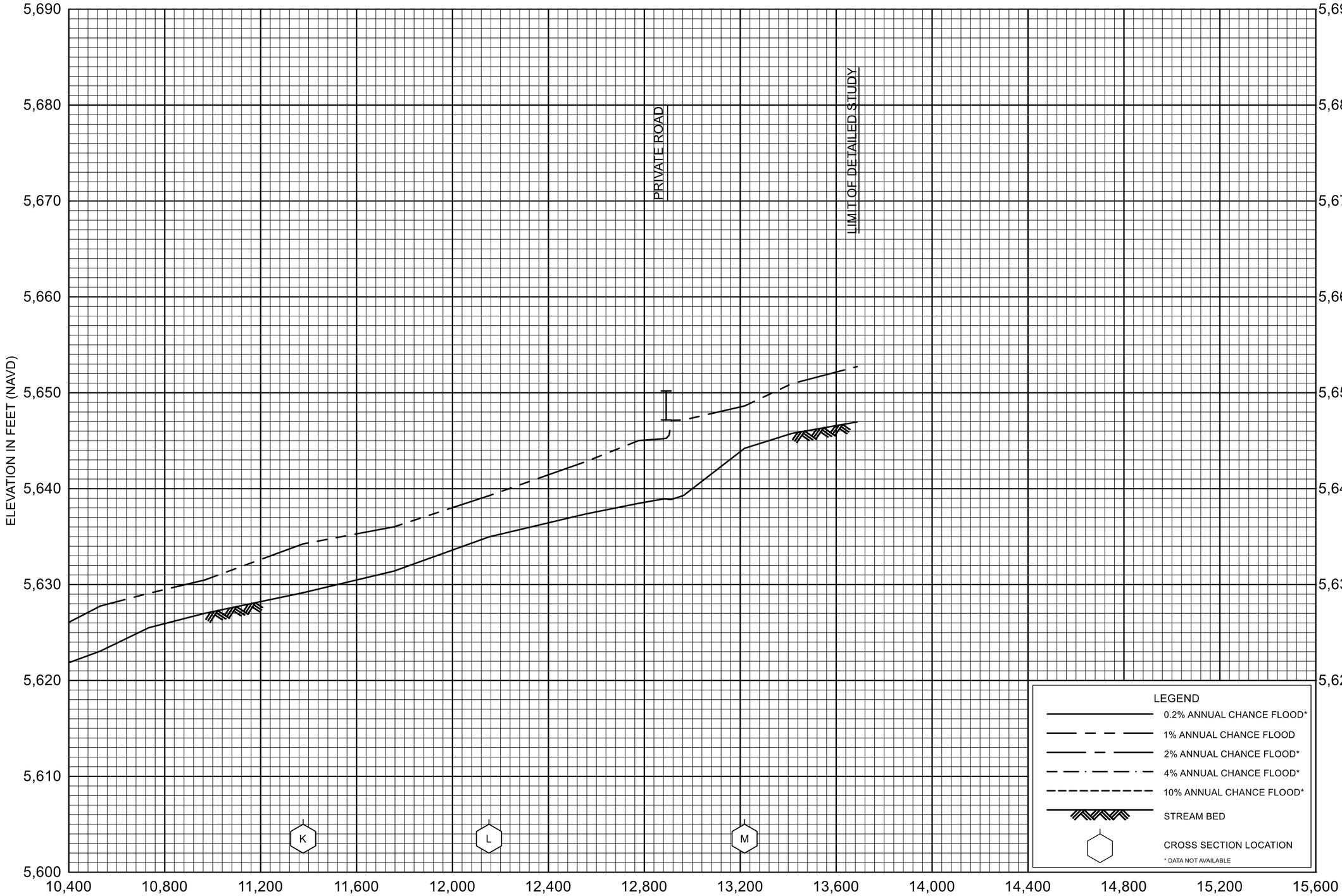
FLOOD PROFILES

CHALK CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

12P



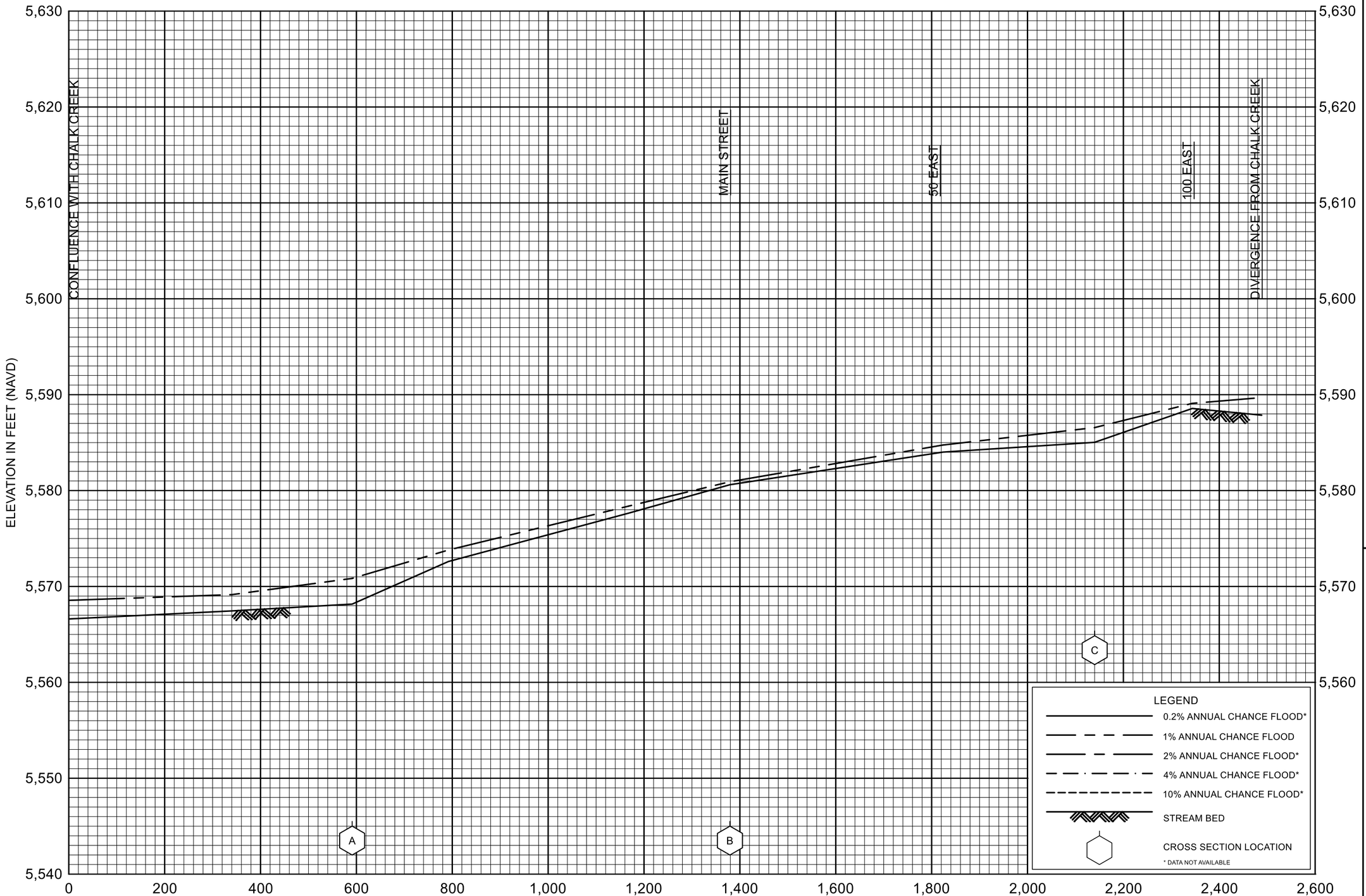
FLOOD PROFILES

CHALK CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

13P



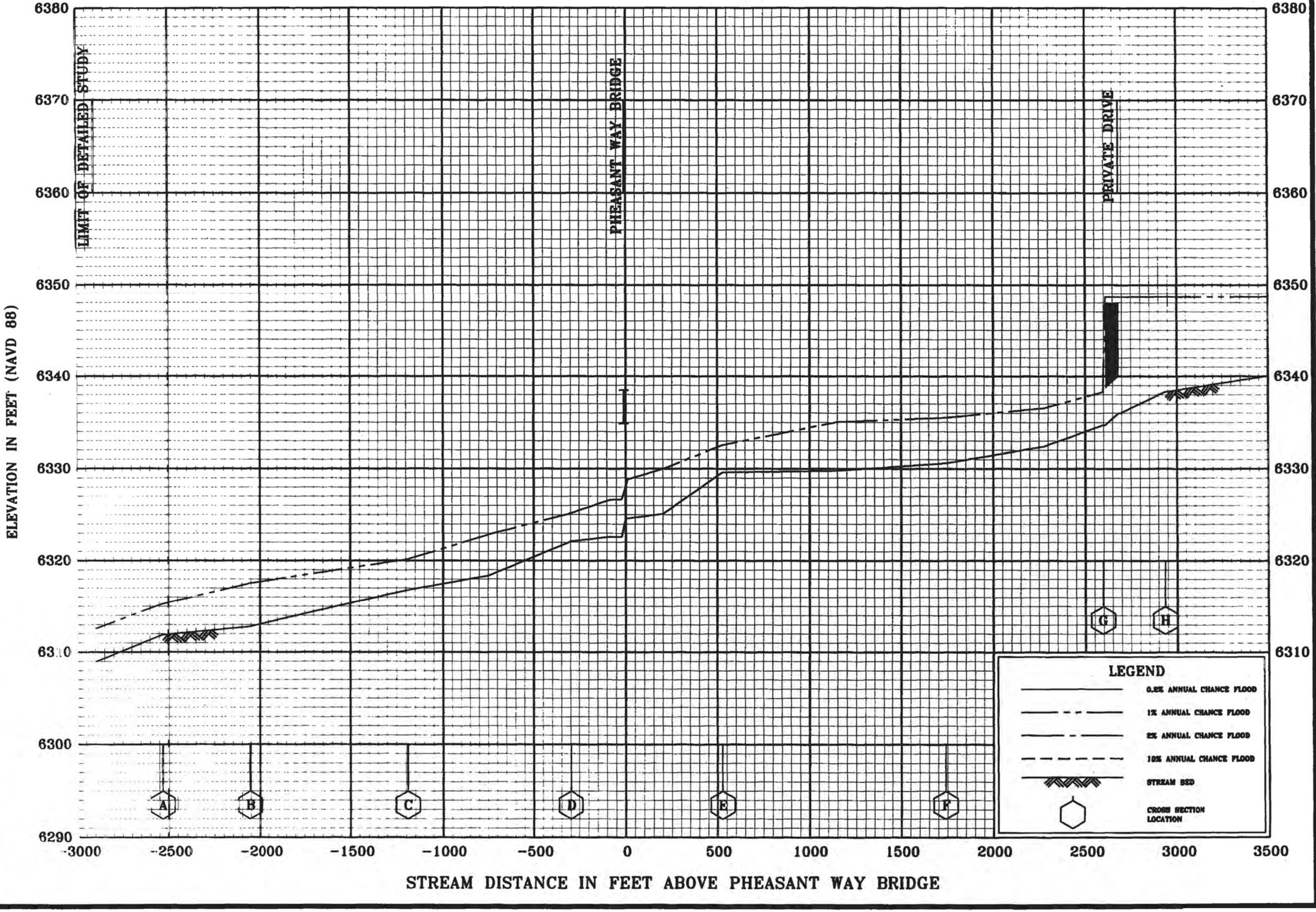
FLOOD PROFILES

CHALK CREEK 50 N SPLIT

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



FLOOD PROFILES

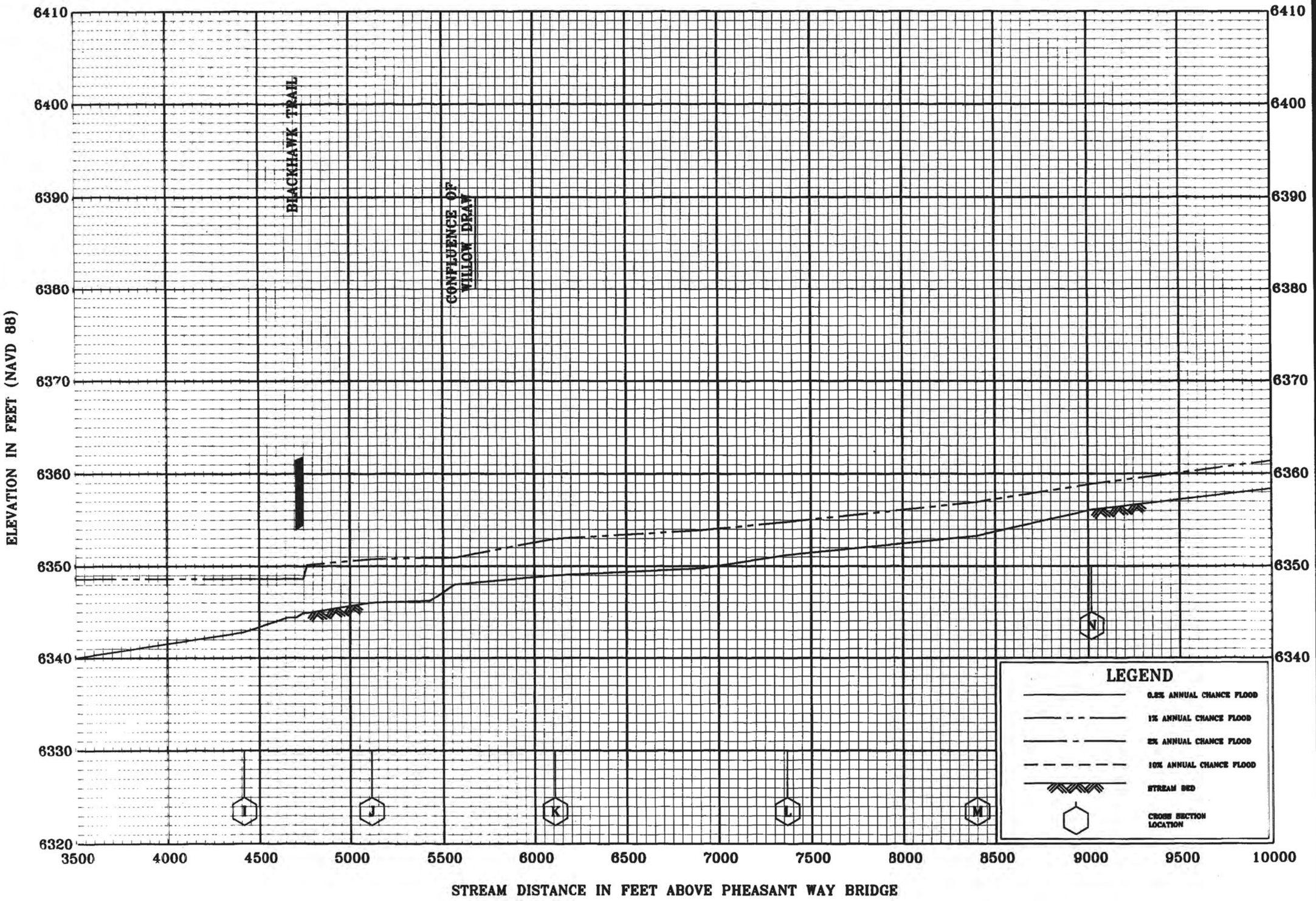
EAST CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

15P



FLOOD PROFILES

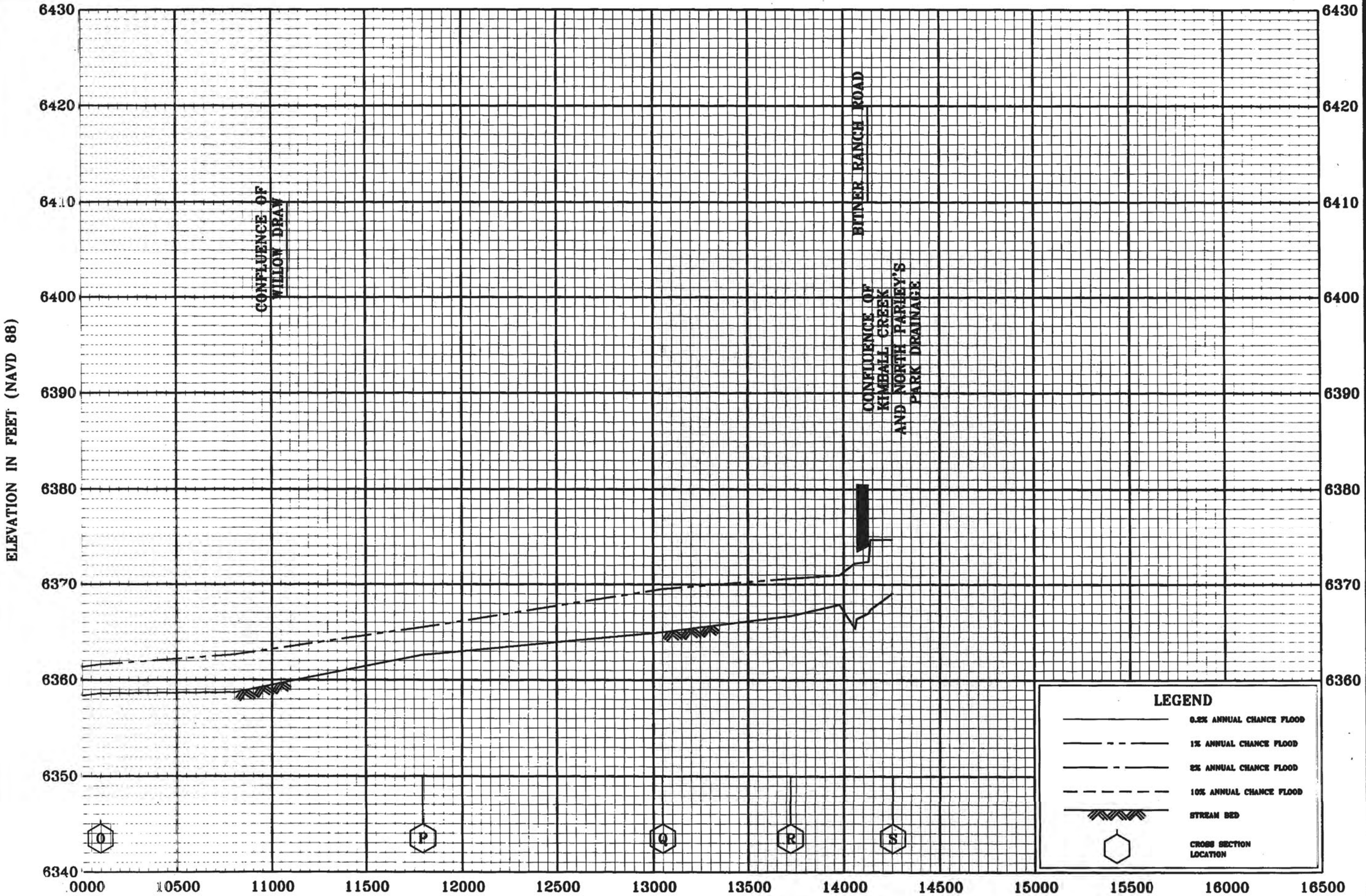
EAST CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

16P



FLOOD PROFILES

EAST CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

17P

FLOODING CONTROLLED BY EMPIRE CANYON CREEK SWEDE ALLEY LOWER SPLIT

0.2% ANNUAL CHANCE FLOODING FROM EMPIRE CANYON CREEK NOT STUDIED

SWEDE ALLEY

ELEVATION IN FEET (NAVD)

7,140
7,120
7,100
7,080
7,060
7,040
7,020
7,000
6,980
6,960

CONFLUENCE WITH SILVER CREEK

0
100
200
300
400
500
600
700
800
900
1,000
1,100
1,200
1,300

STREAM DISTANCE IN FEET ABOVE CONFLUENCE WITH SILVER CREEK

LEGEND

- 0.2% ANNUAL CHANCE FLOOD
- 1% ANNUAL CHANCE FLOOD
- 2% ANNUAL CHANCE FLOOD
- 4% ANNUAL CHANCE FLOOD*
- 10% ANNUAL CHANCE FLOOD
- STREAM BED
- CROSS SECTION LOCATION

* DATA NOT AVAILABLE

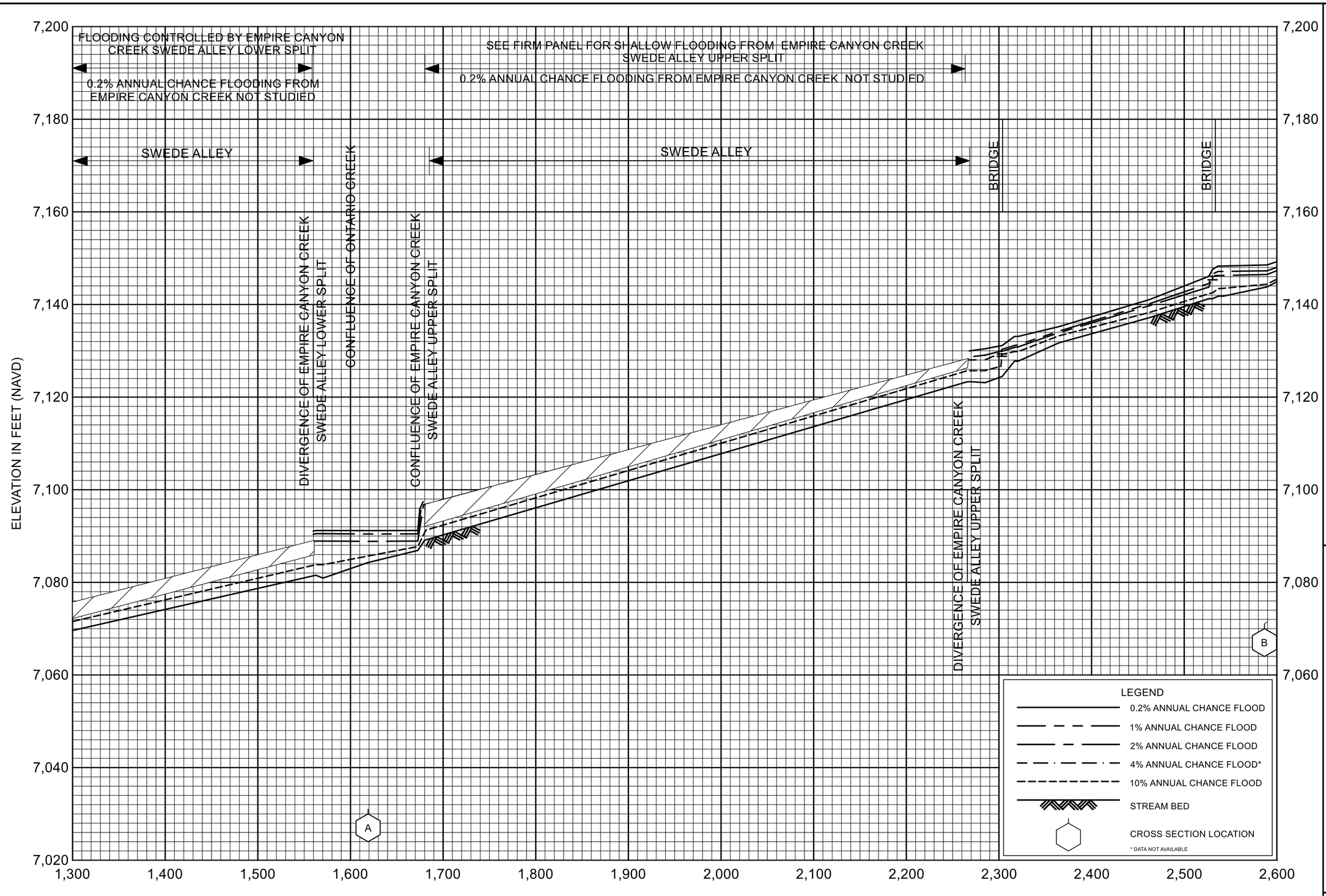
FLOOD PROFILES

EMPIRE CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



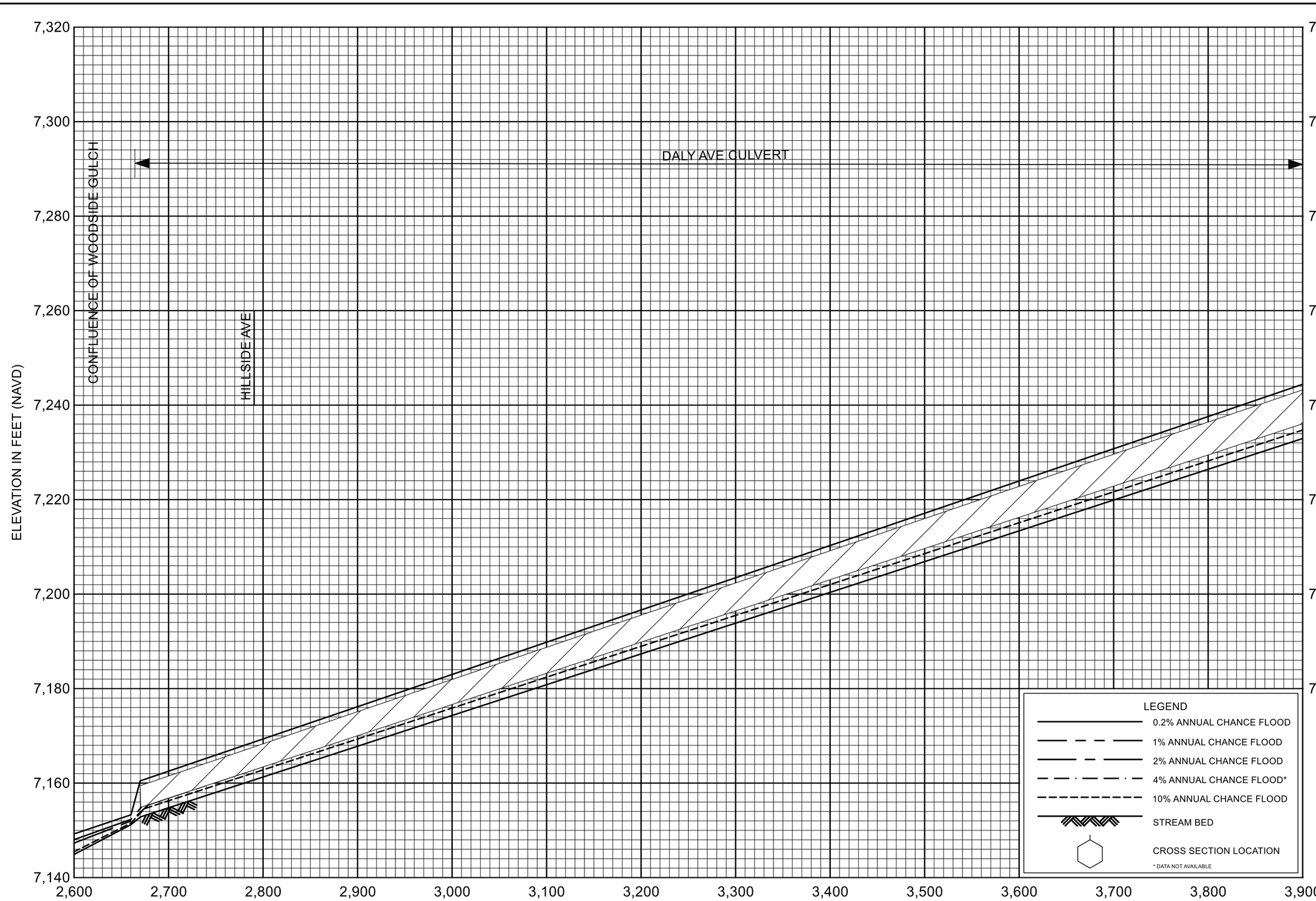
FLOOD PROFILES

EMPIRE CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



FLOOD PROFILES

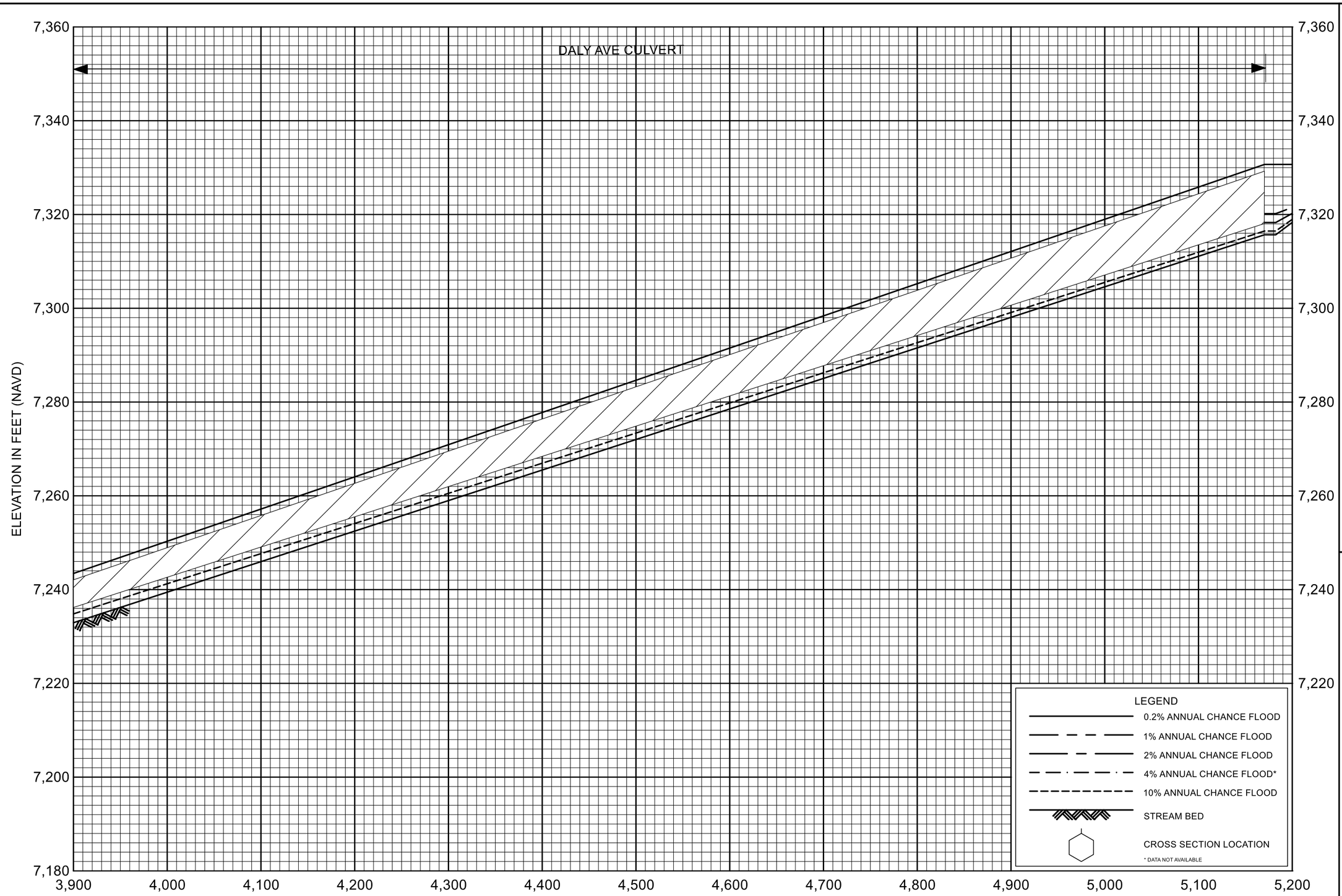
EMPIRE CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

20P



FLOOD PROFILES

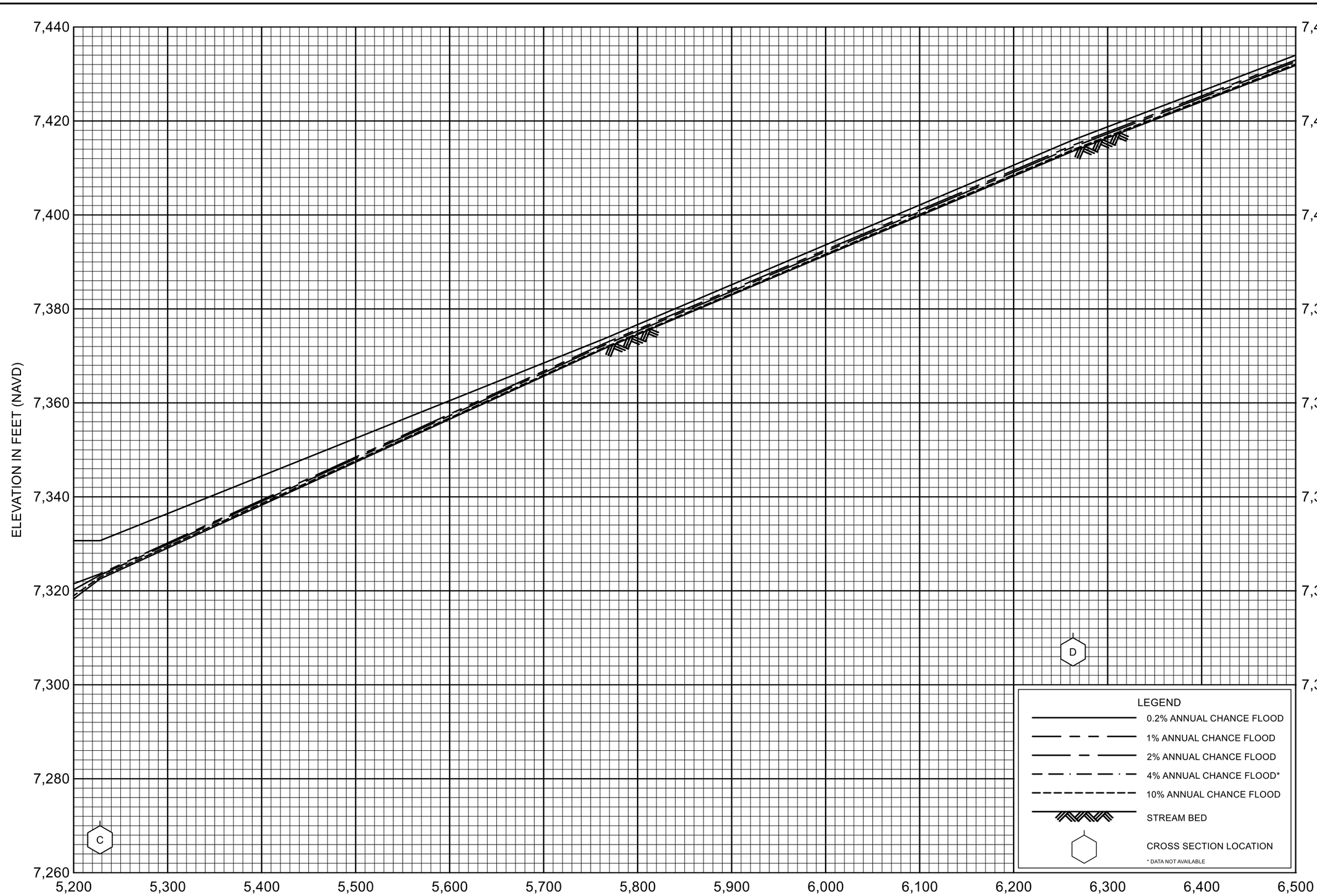
EMPIRE CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

21P



FLOOD PROFILES

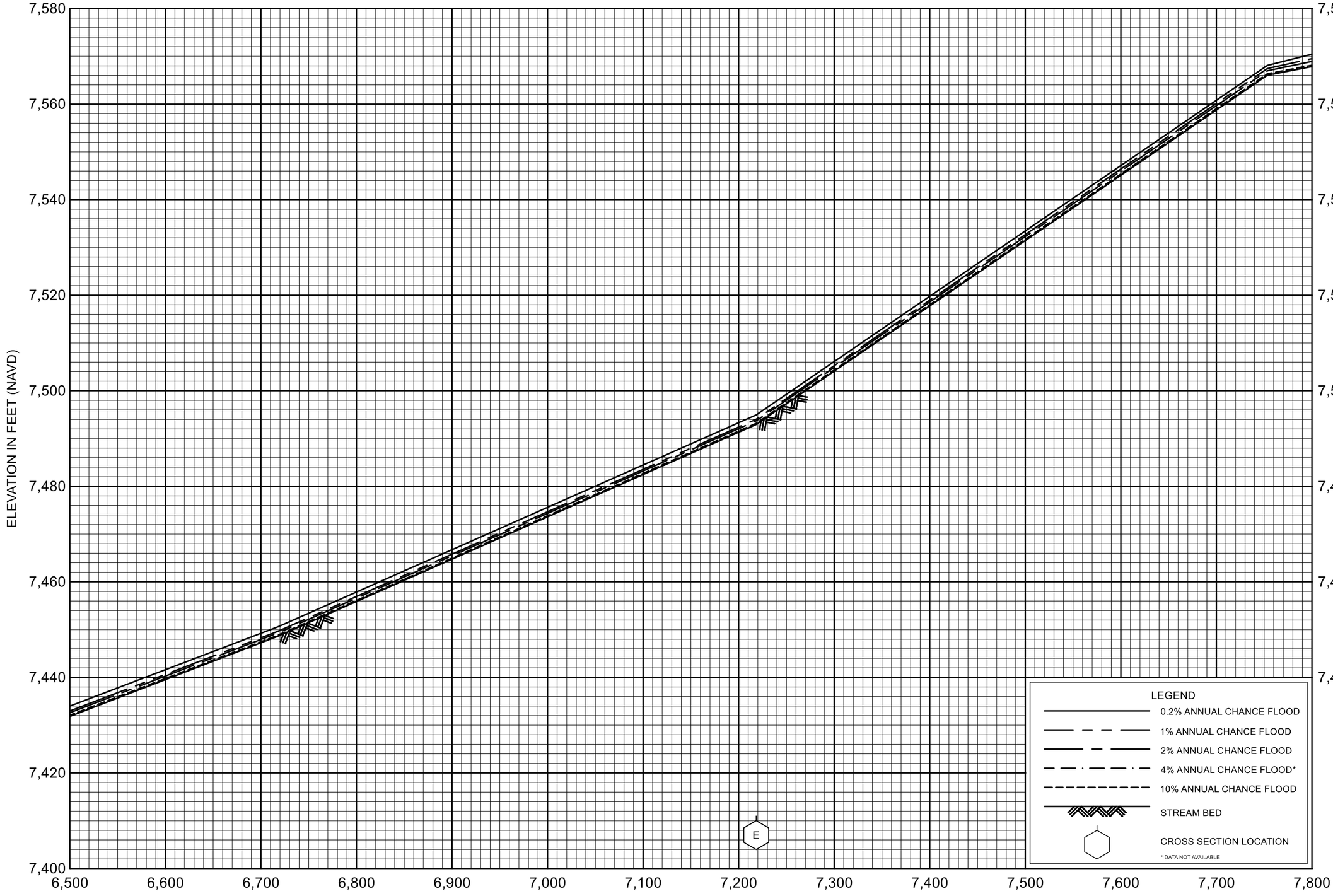
EMPIRE CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

22P



FLOOD PROFILES

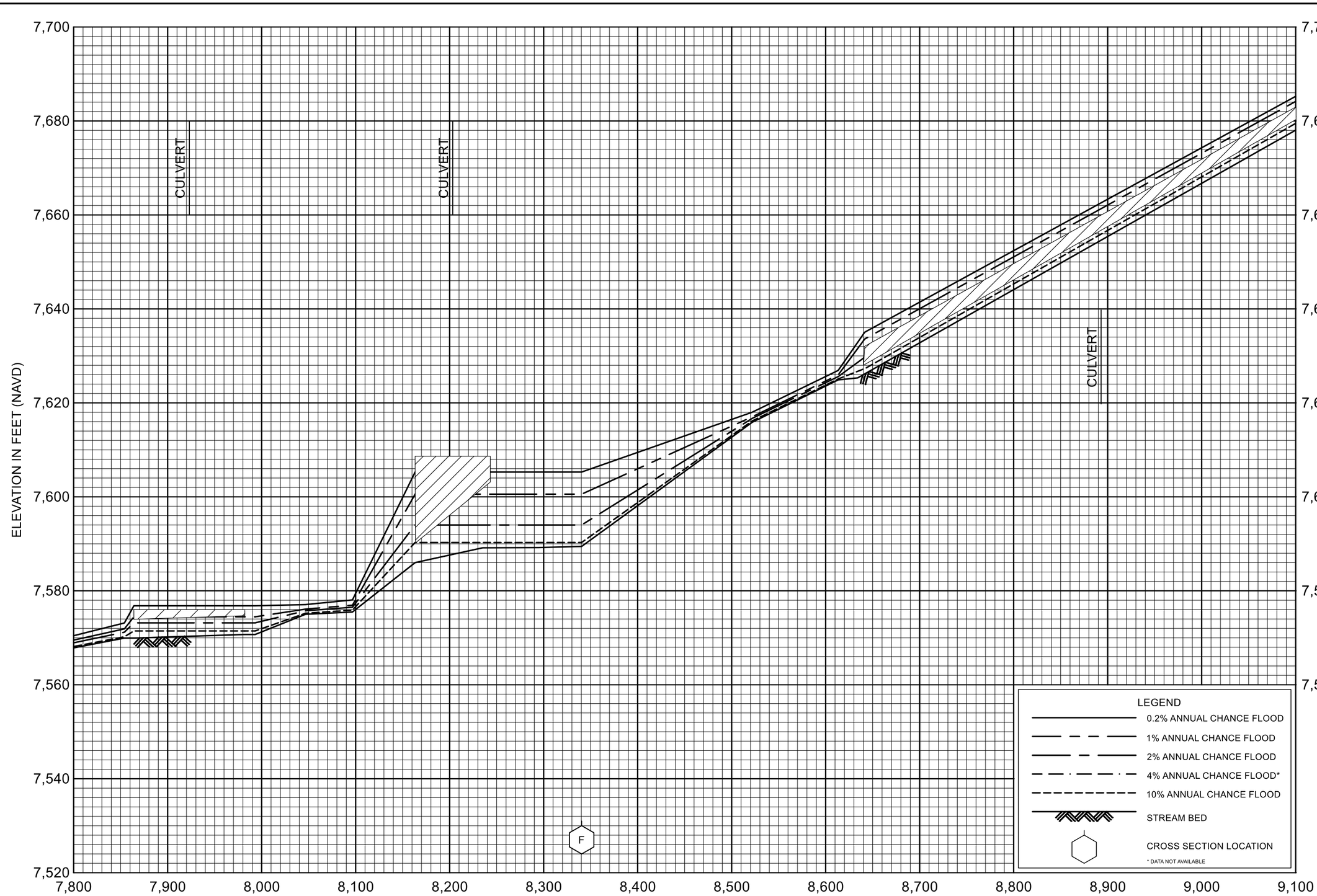
EMPIRE CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

23P



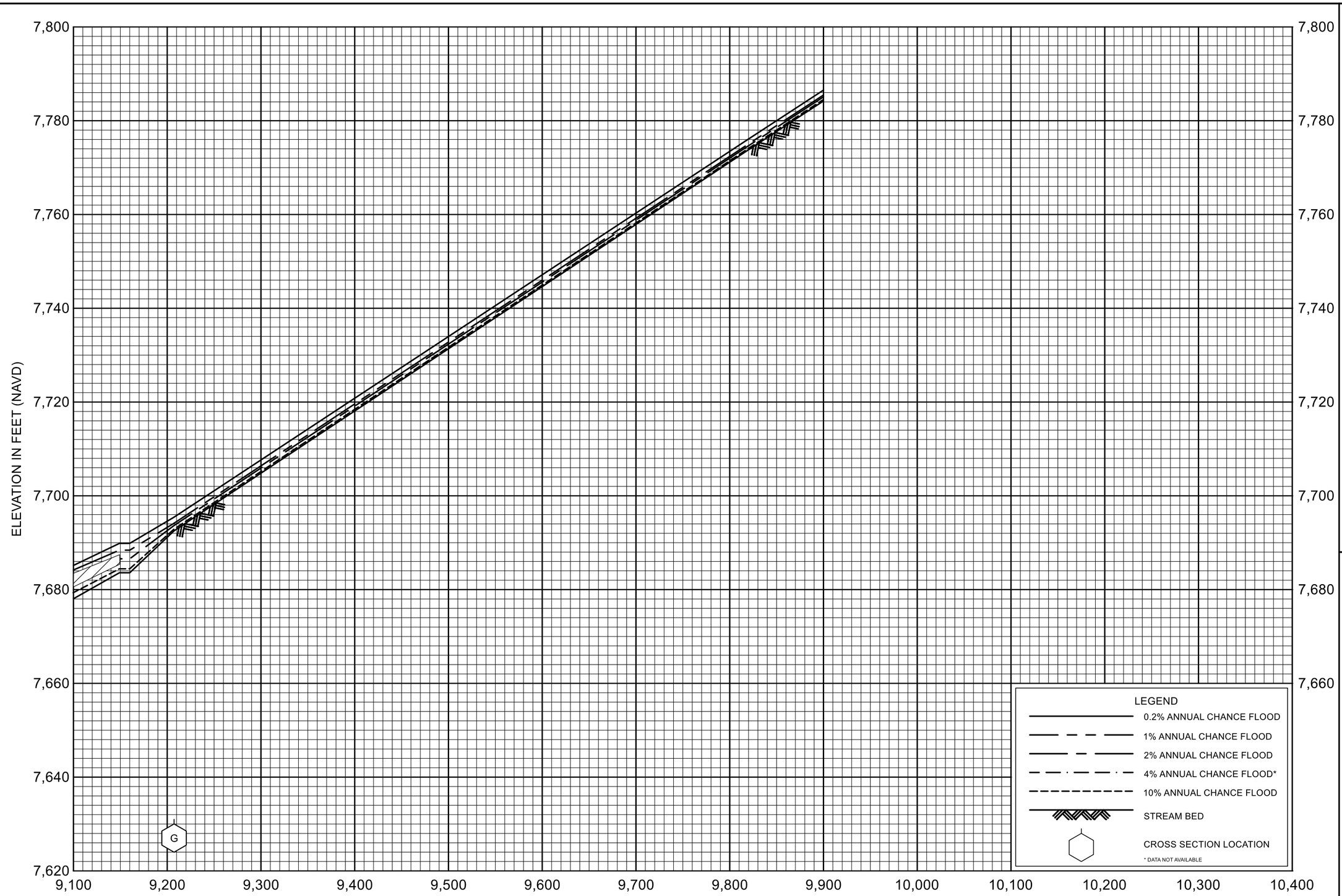
FLOOD PROFILES

EMPIRE CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



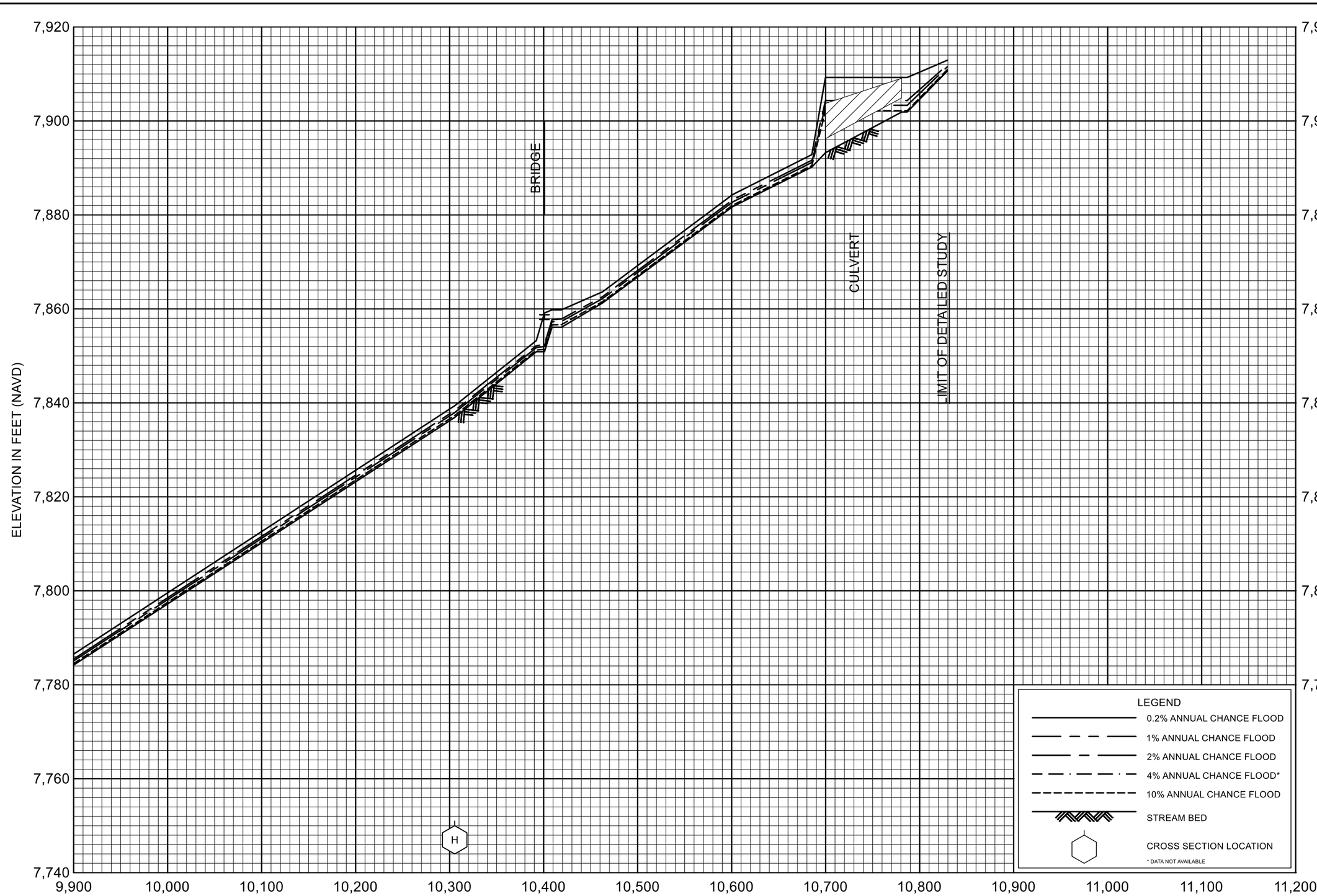
FLOOD PROFILES

EMPIRE CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



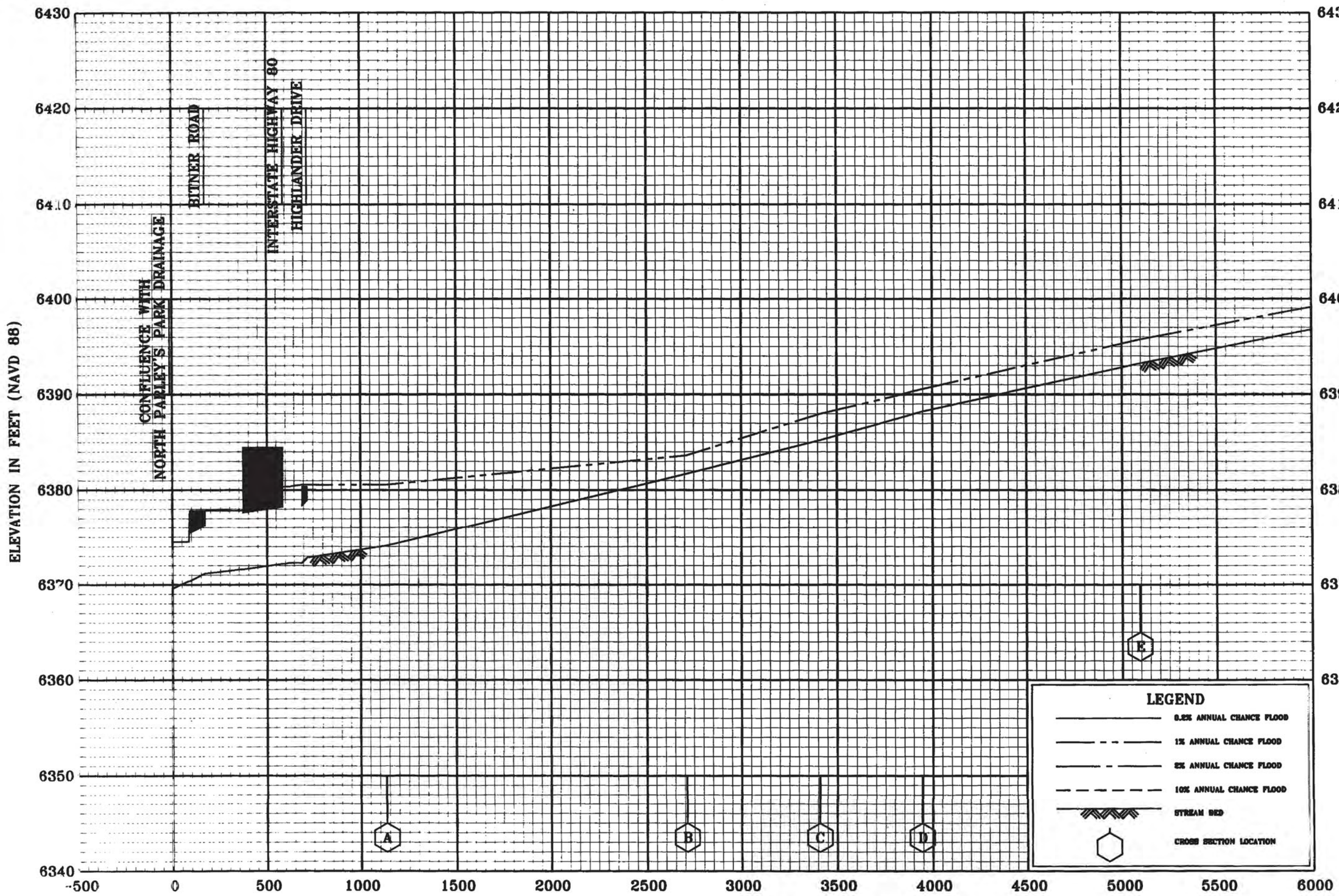
FLOOD PROFILES

EMPIRE CANYON CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



FLOOD PROFILES

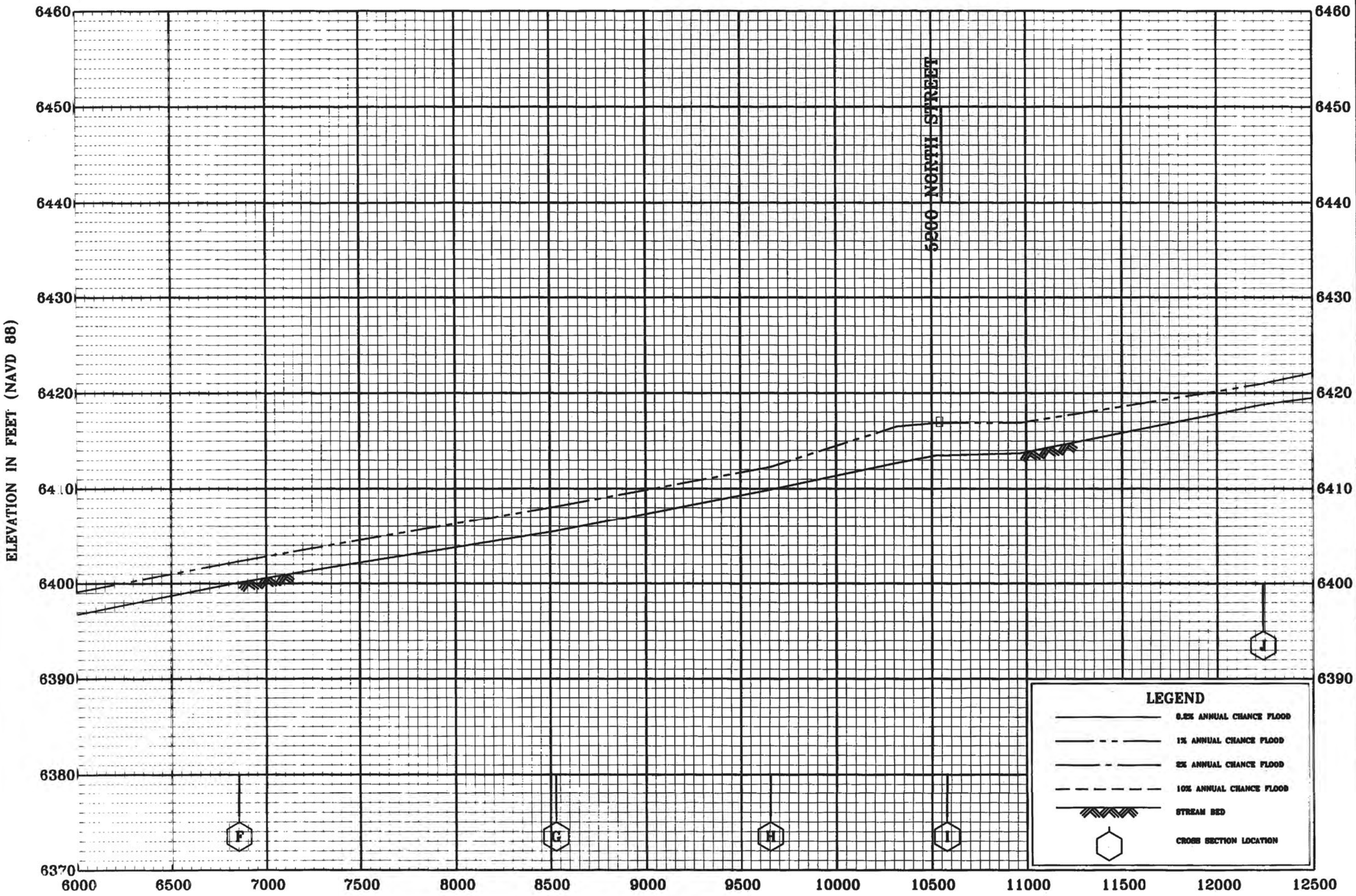
KIMBALL CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

27P



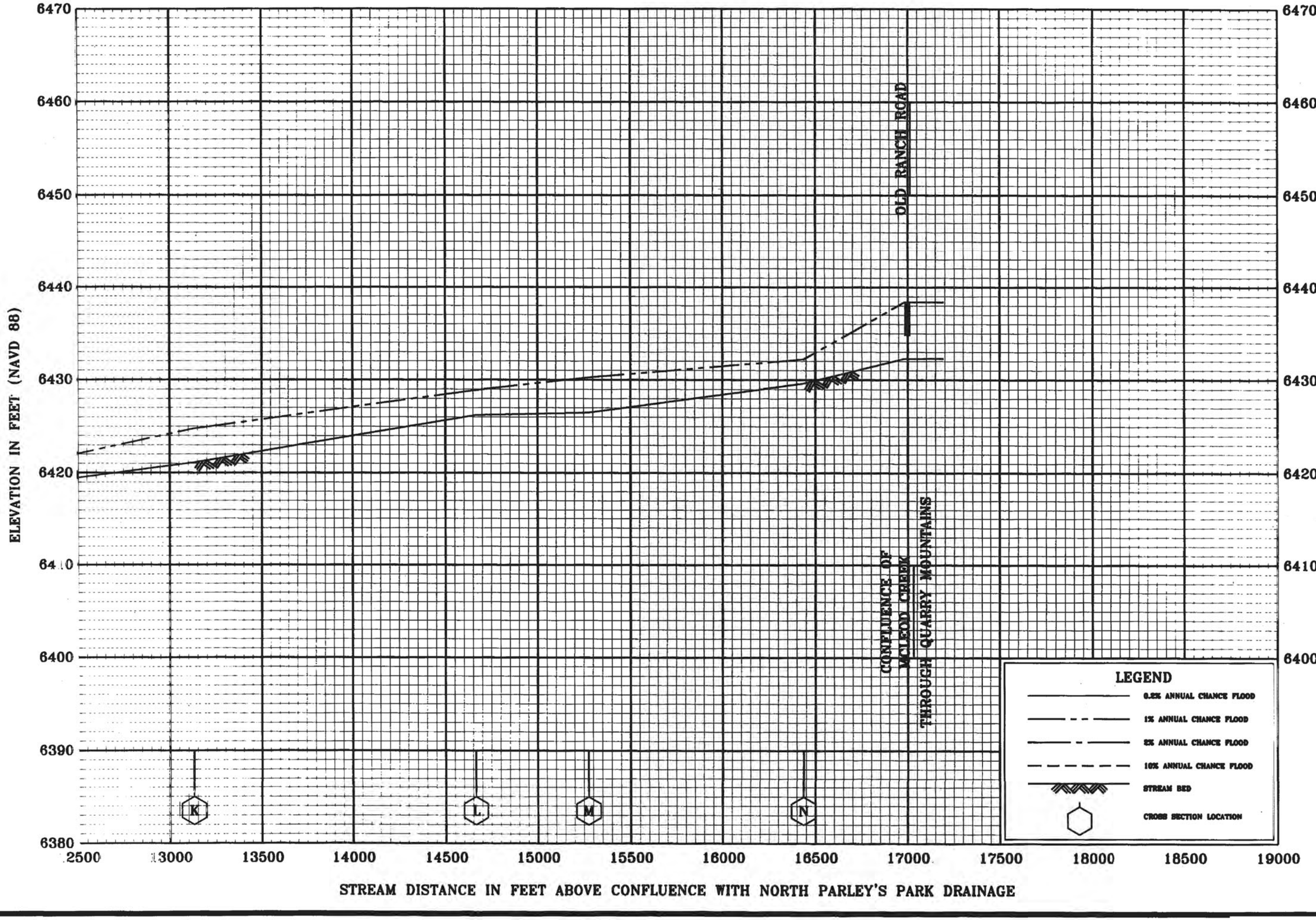
FLOOD PROFILES

KIMBALL CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



FLOOD PROFILES

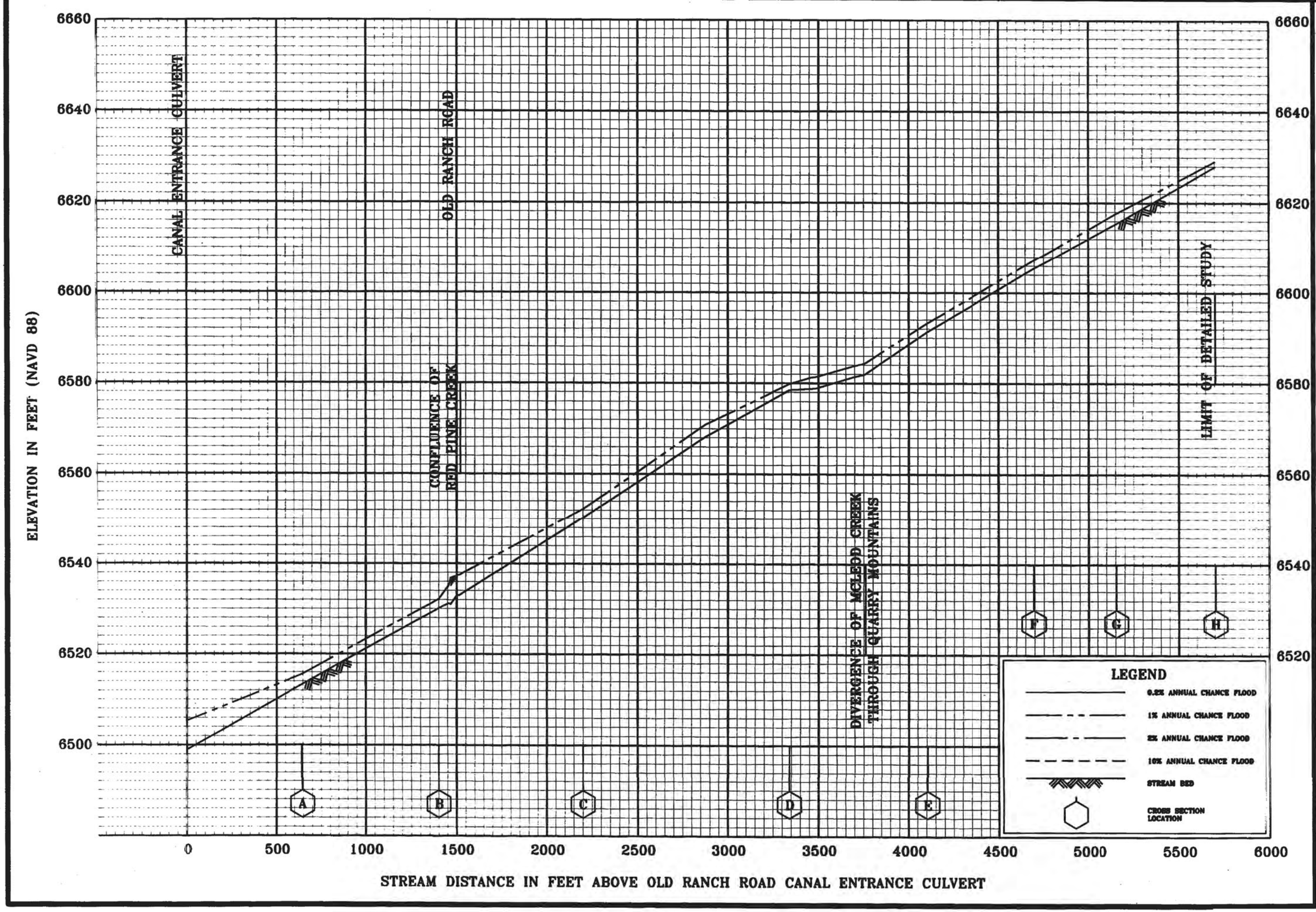
KIMBALL CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

29P



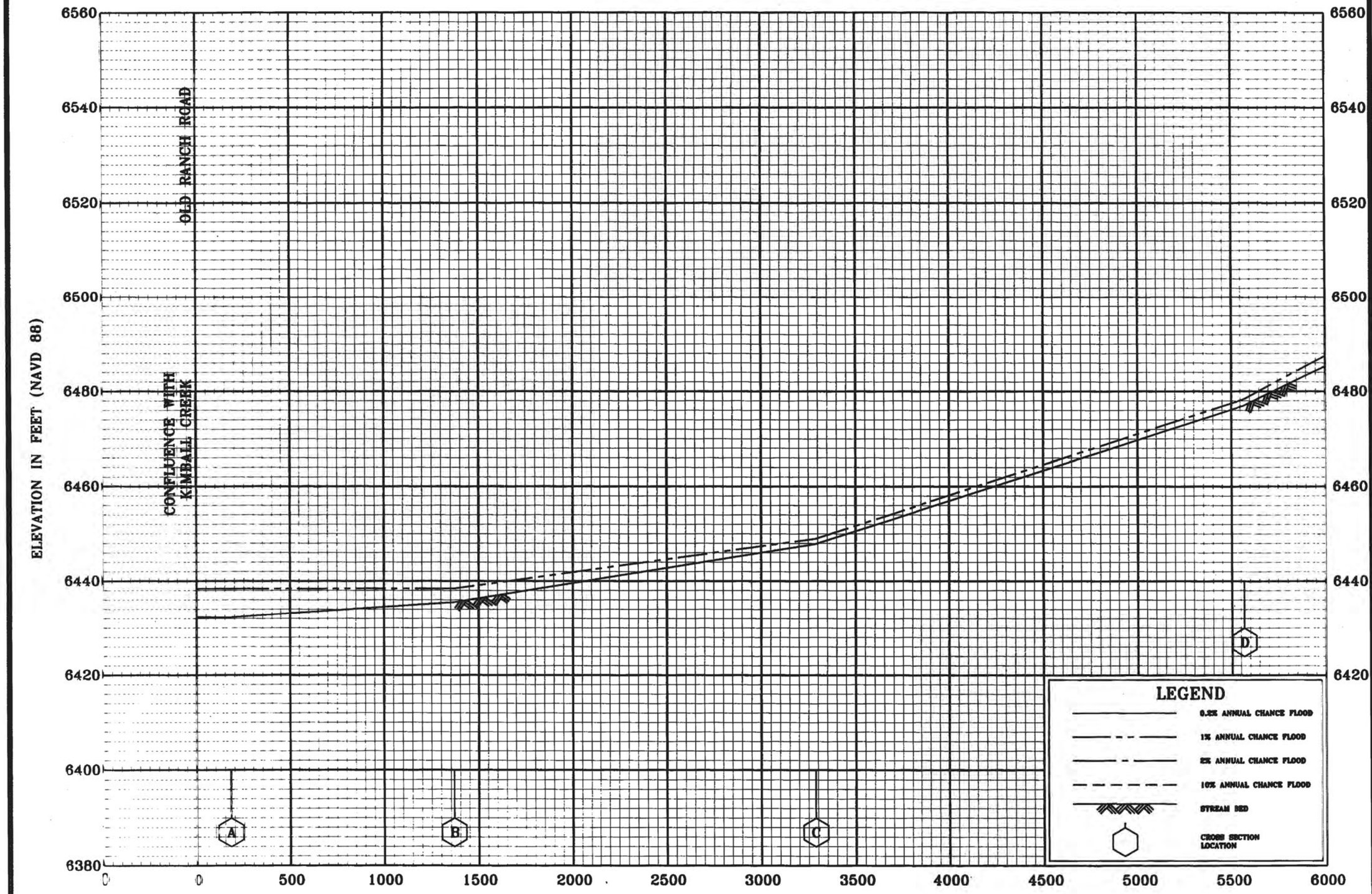
FLOOD PROFILES

MCLEOD CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



FLOOD PROFILES

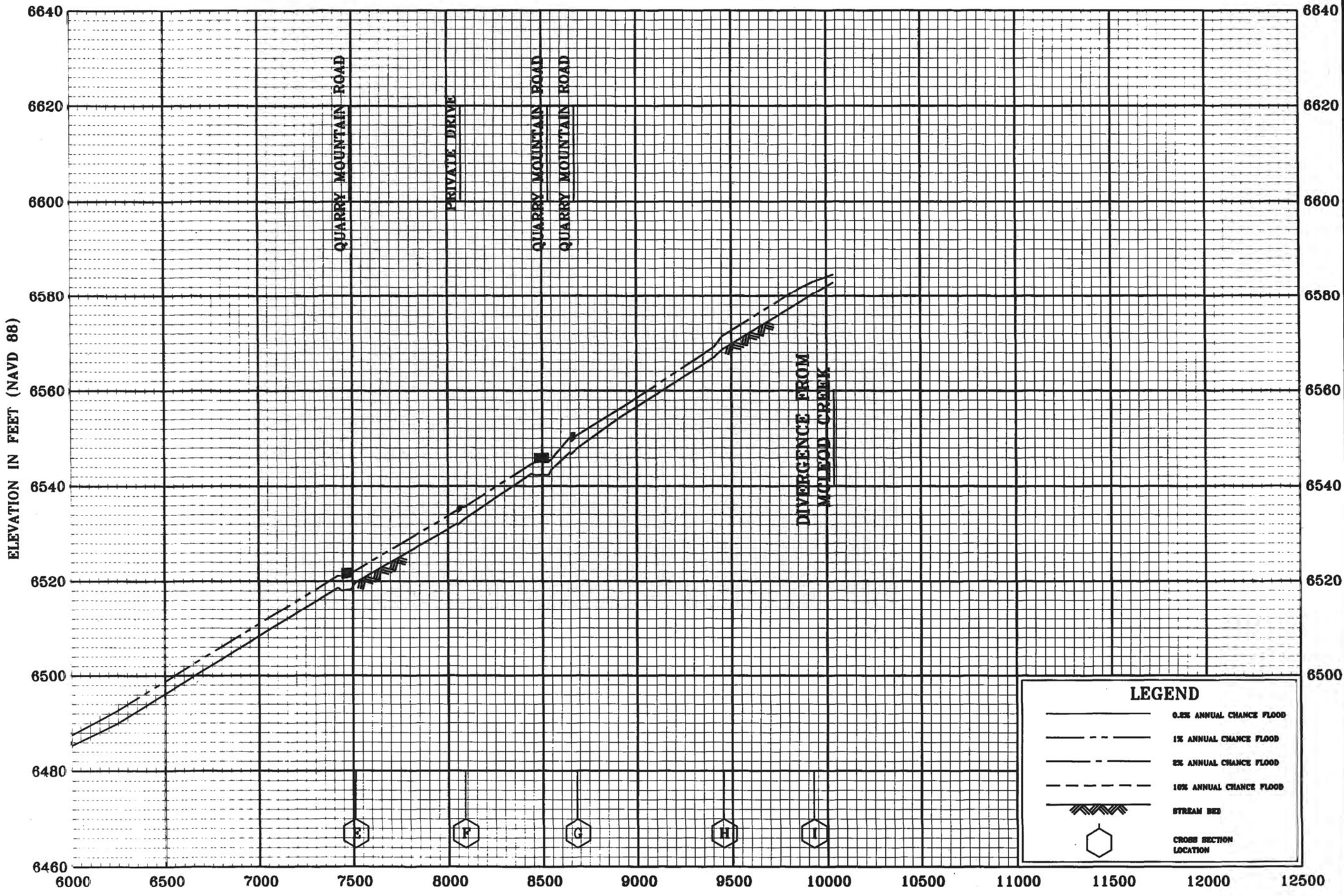
MCLEOD CREEK THROUGH QUARRY MOUNTAINS

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

31P



FLOOD PROFILES

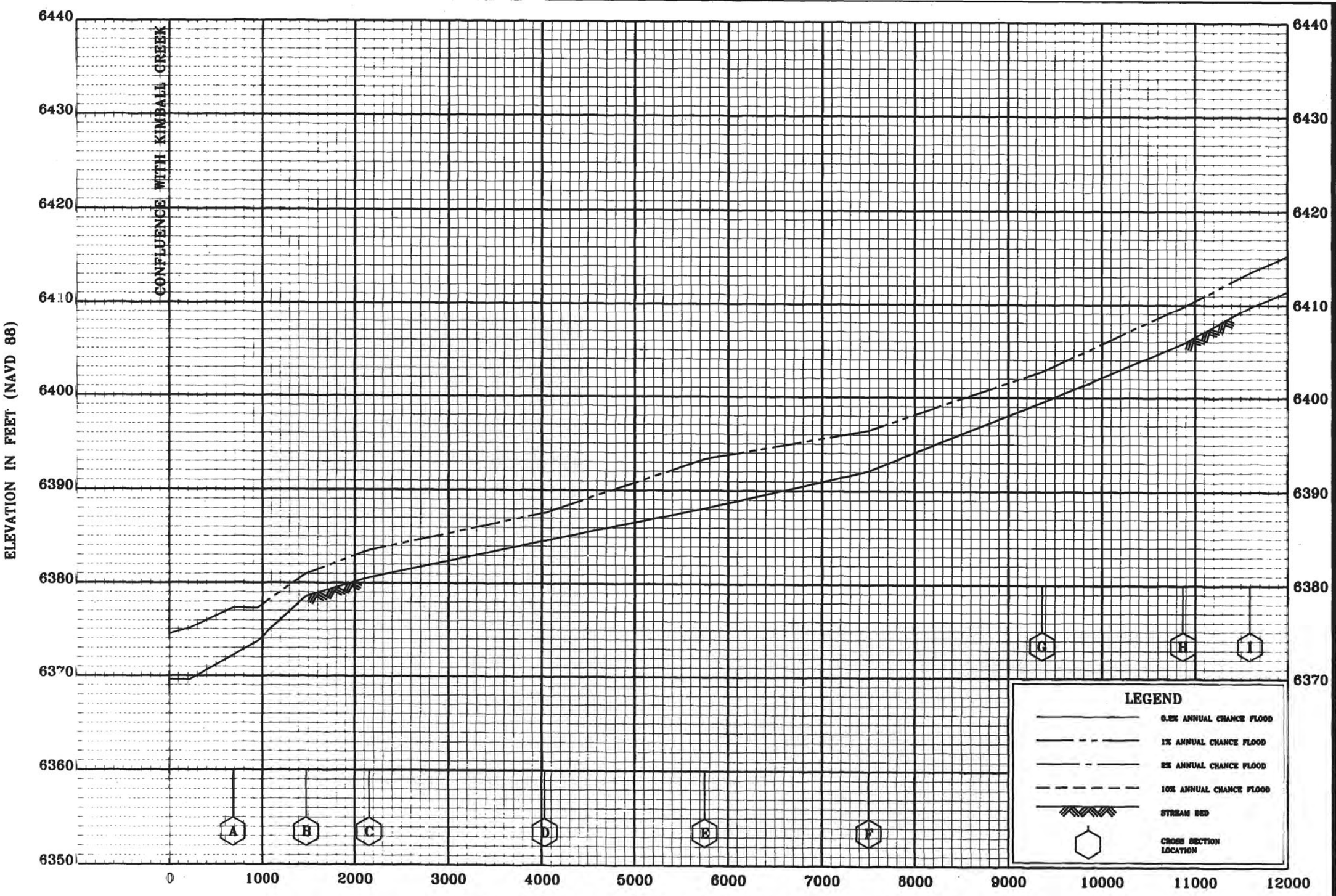
MCLEOD CREEK THROUGH QUARRY MOUNTAINS

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

32P



FLOOD PROFILES

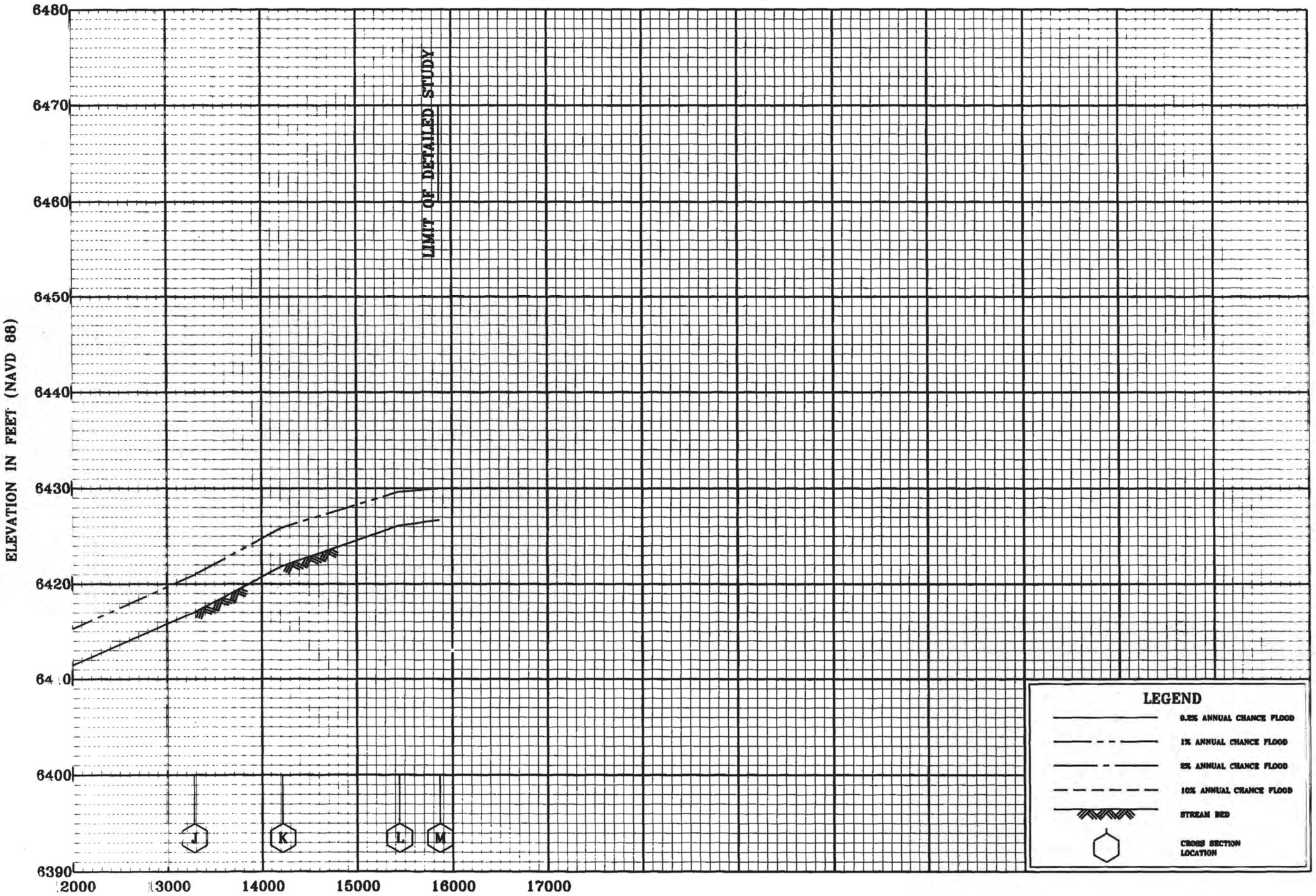
NORTH PARLEY'S PARK DRAINAGE

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

33P



FLOOD PROFILES

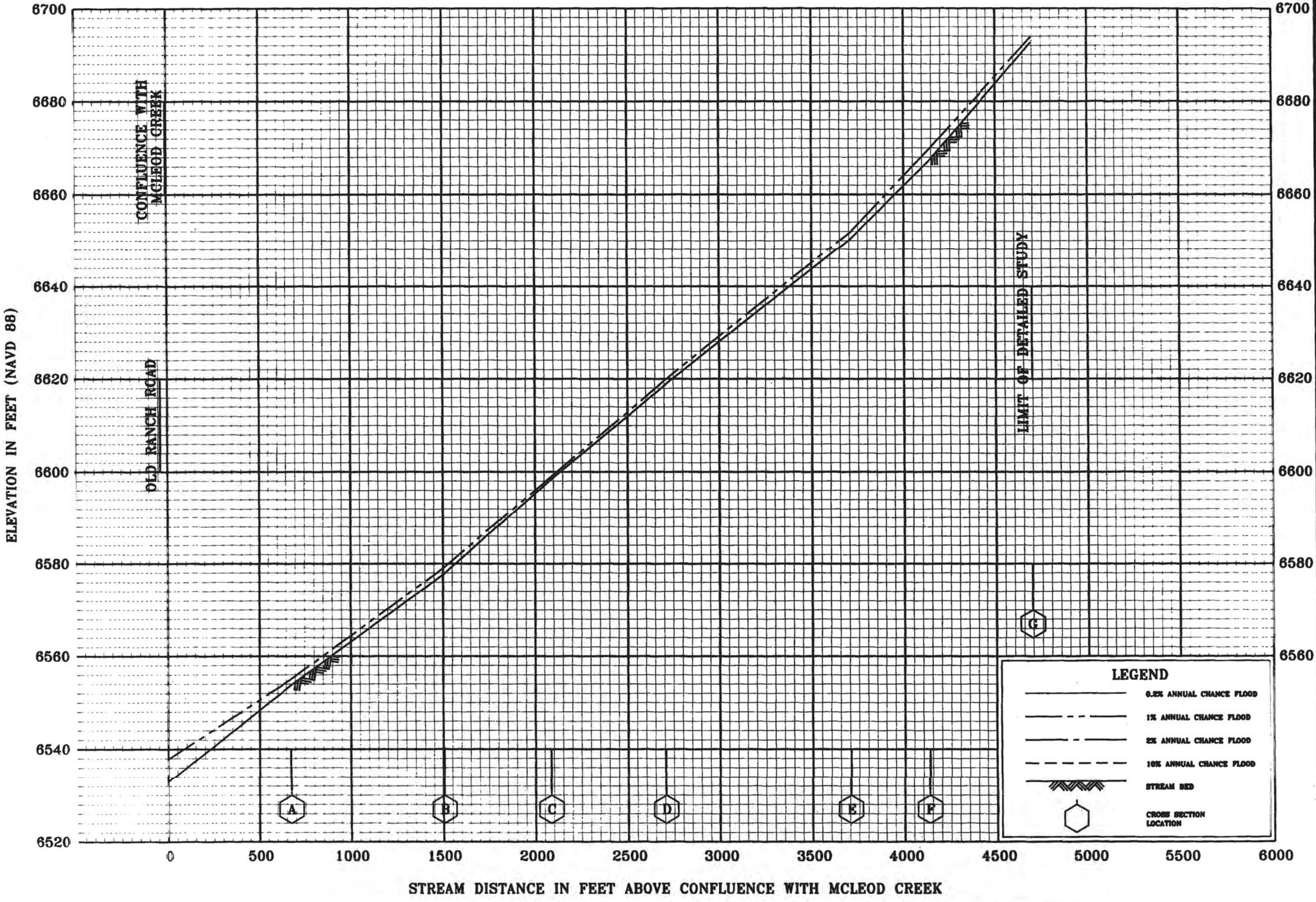
NORTH PARLEY'S PARK DRAINAGE

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

34P



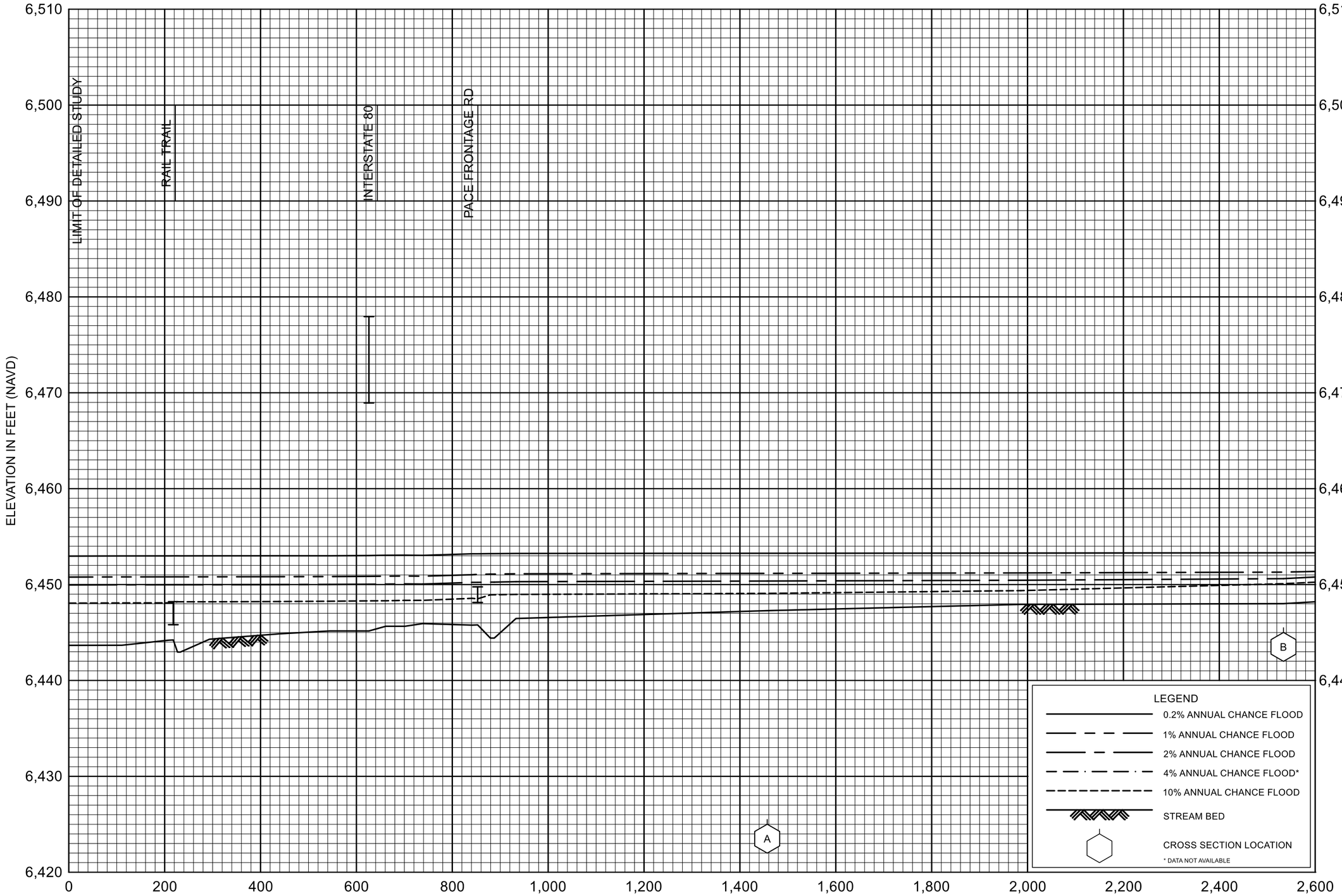
FLOOD PROFILES

RED PINE CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



FLOOD PROFILES

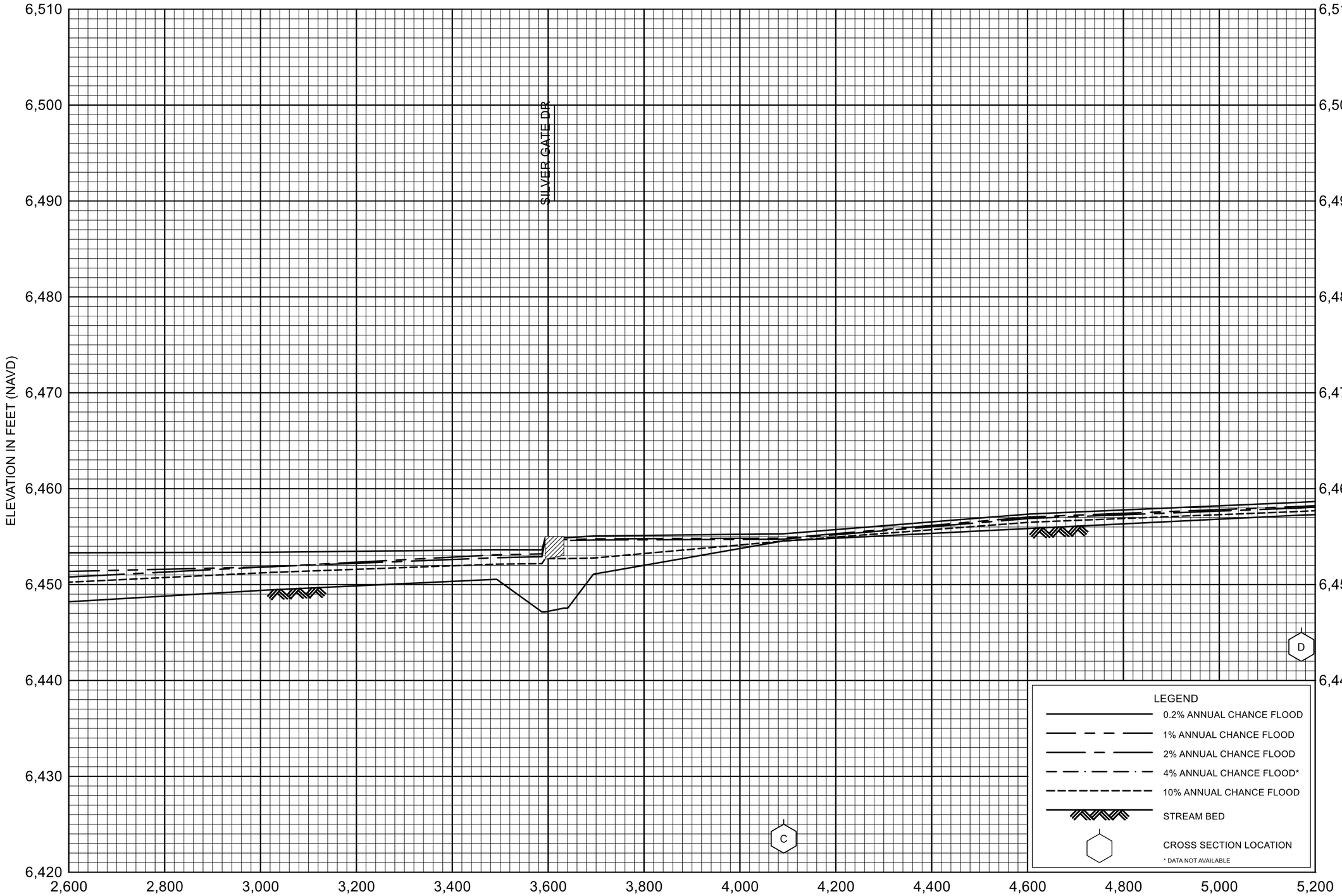
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

36P

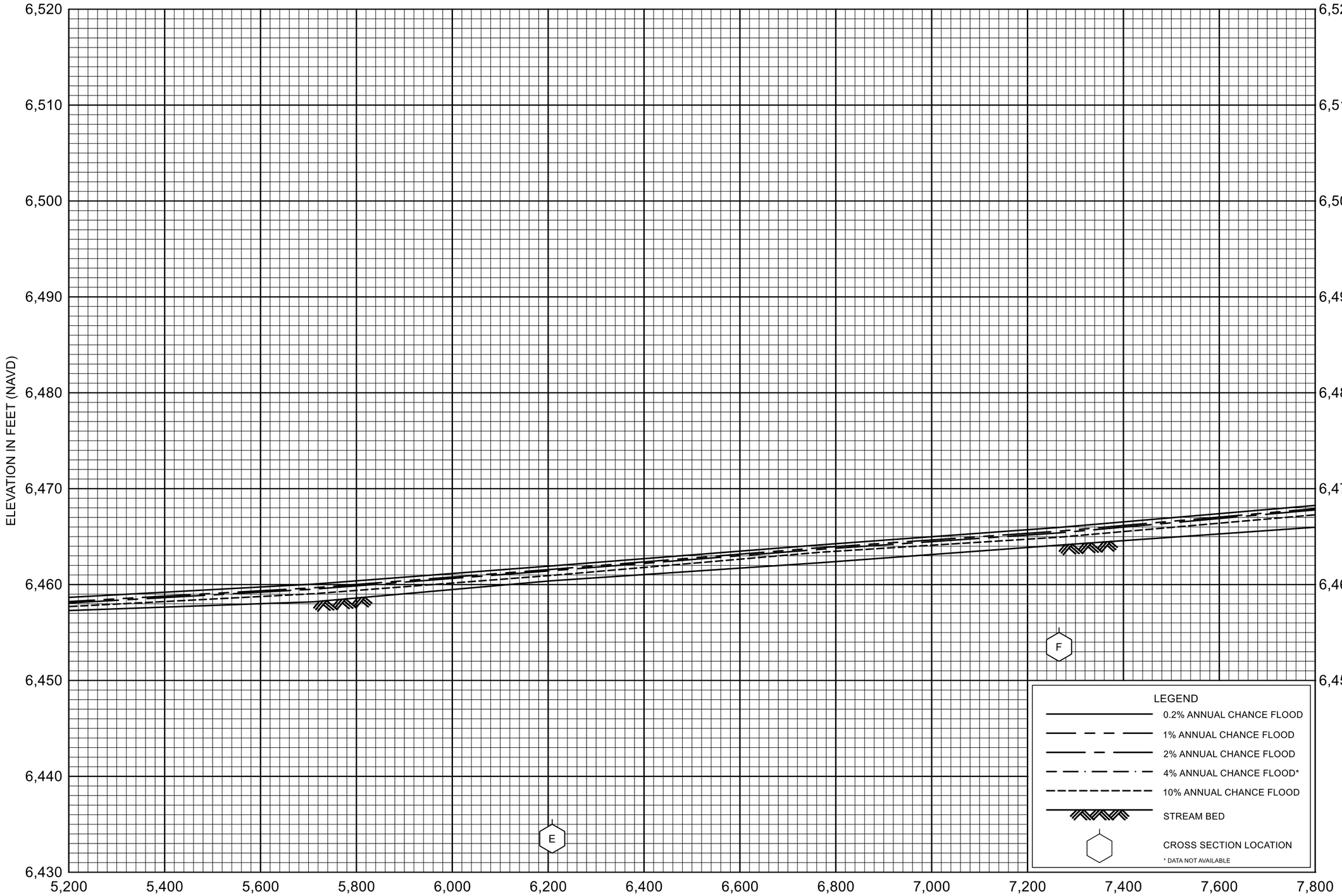


FLOOD PROFILES

SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS



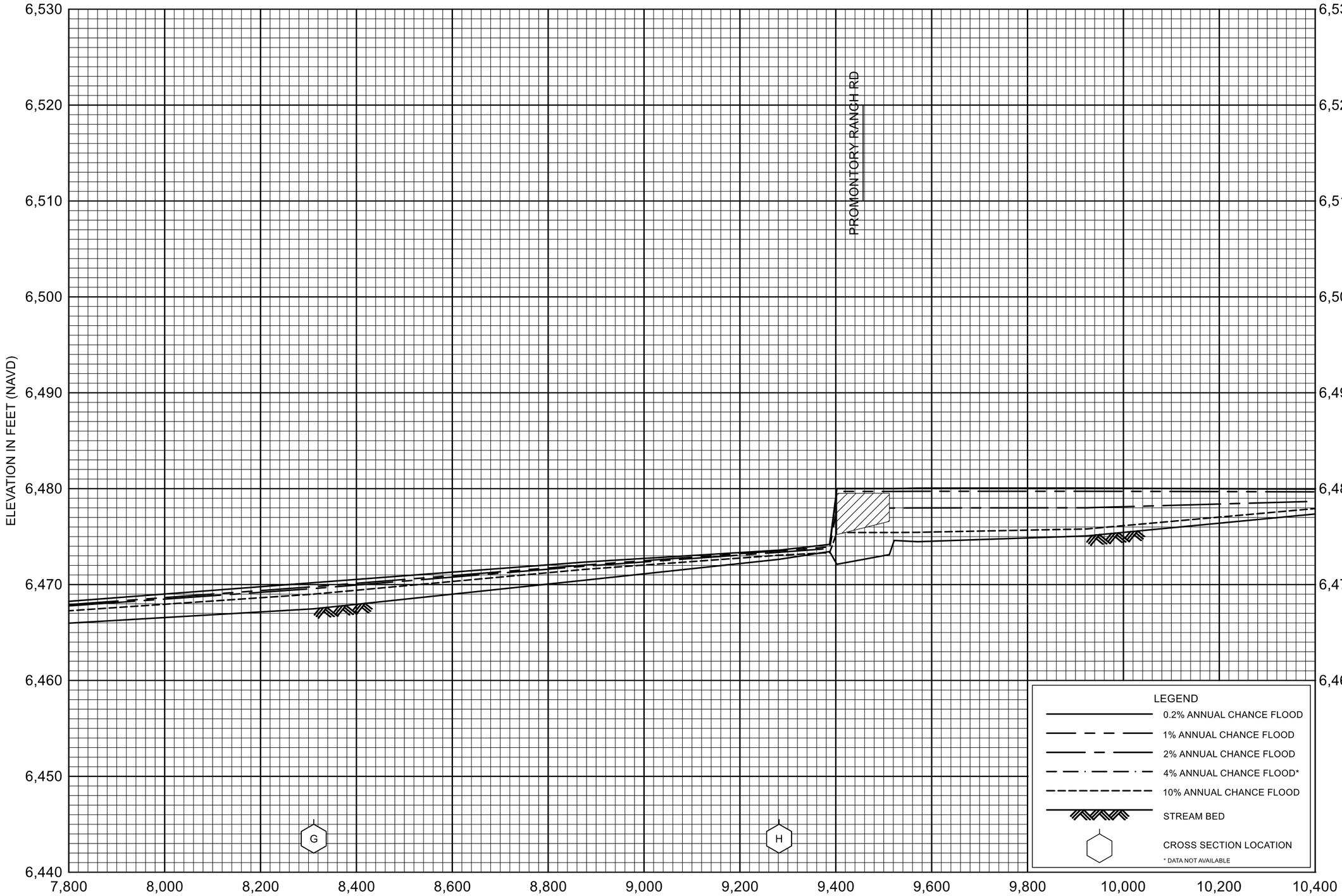
FLOOD PROFILES

SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



FLOOD PROFILES

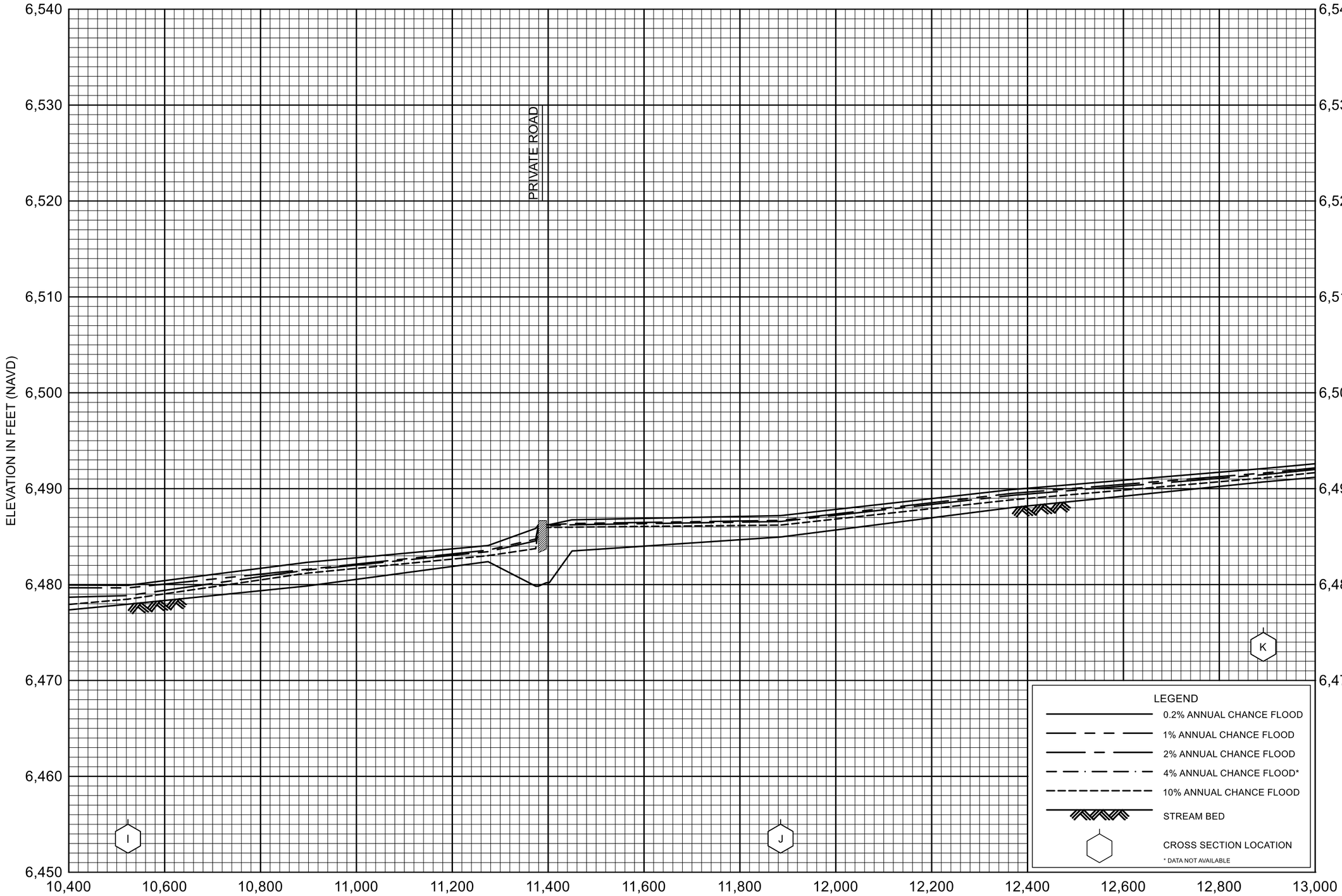
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

39P



FLOOD PROFILES

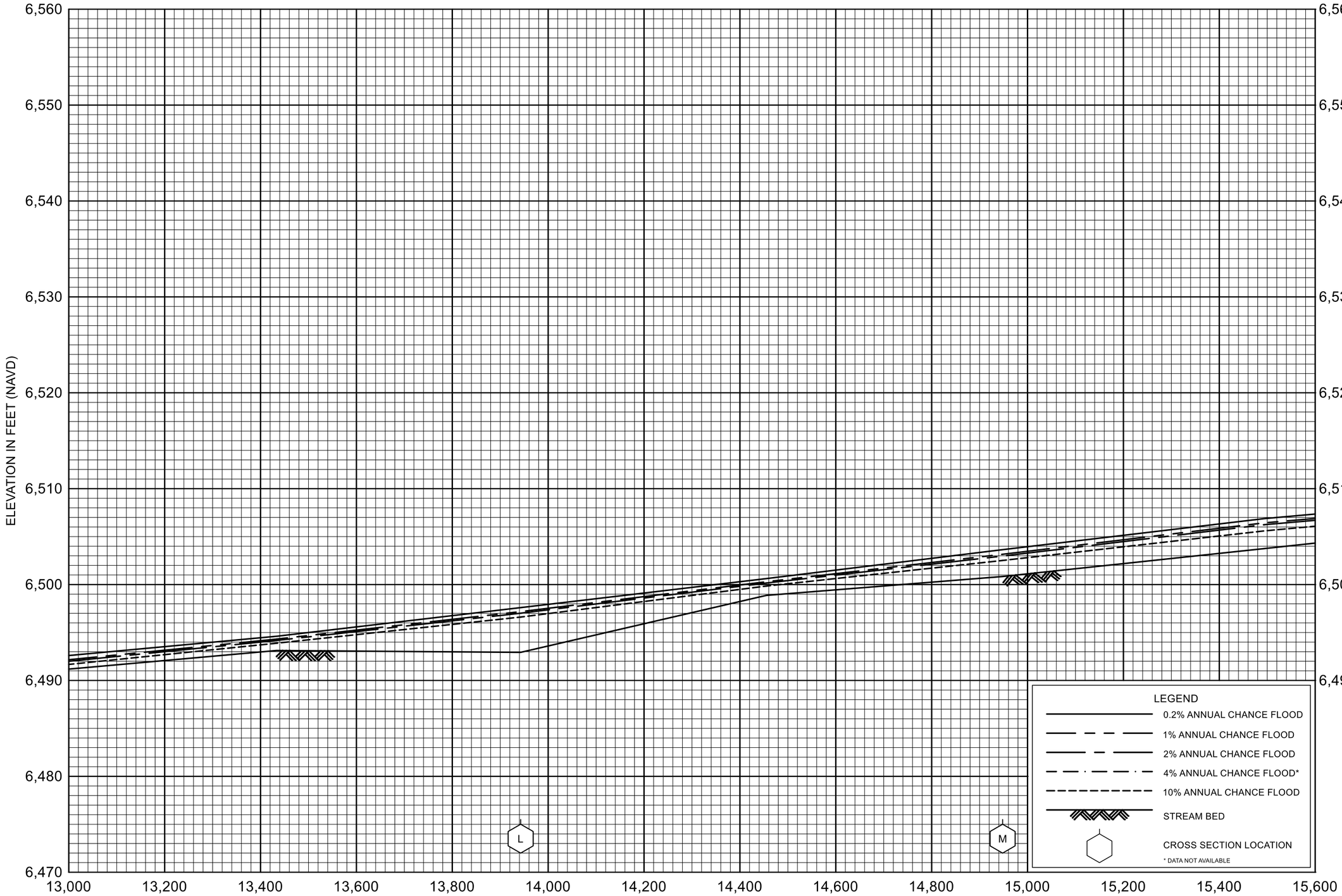
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

40P



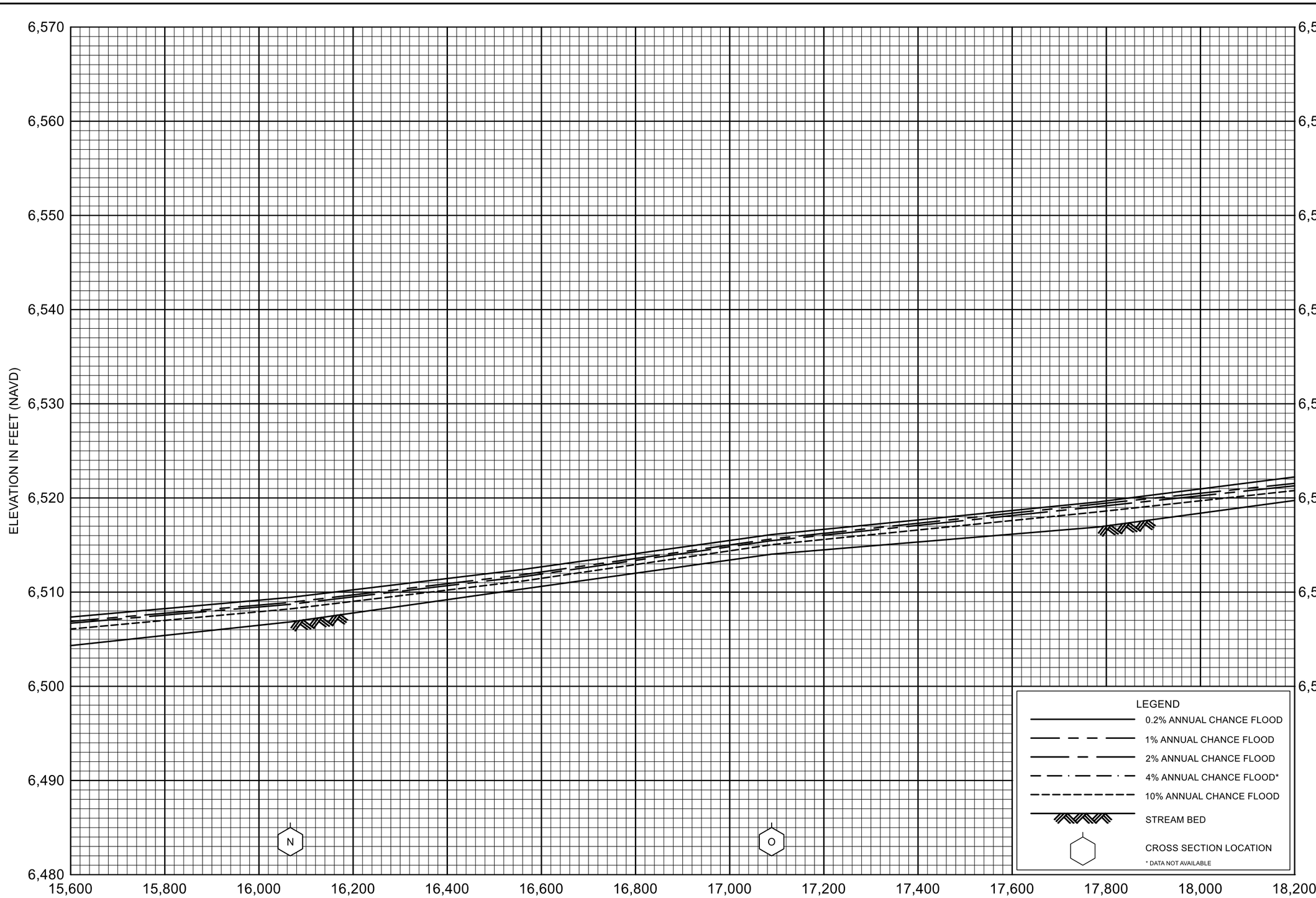
FLOOD PROFILES

SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

41P



FLOOD PROFILES

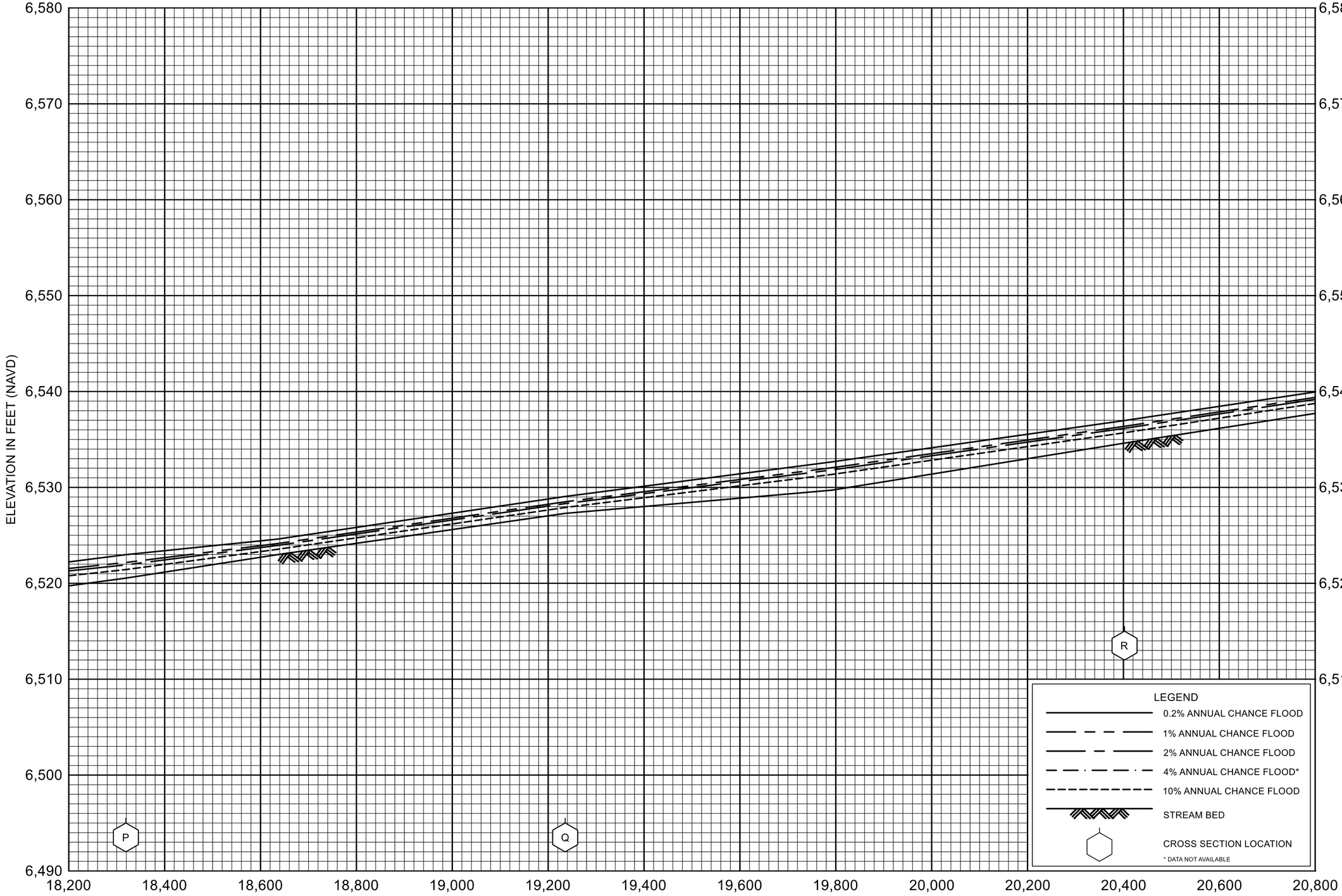
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

42P



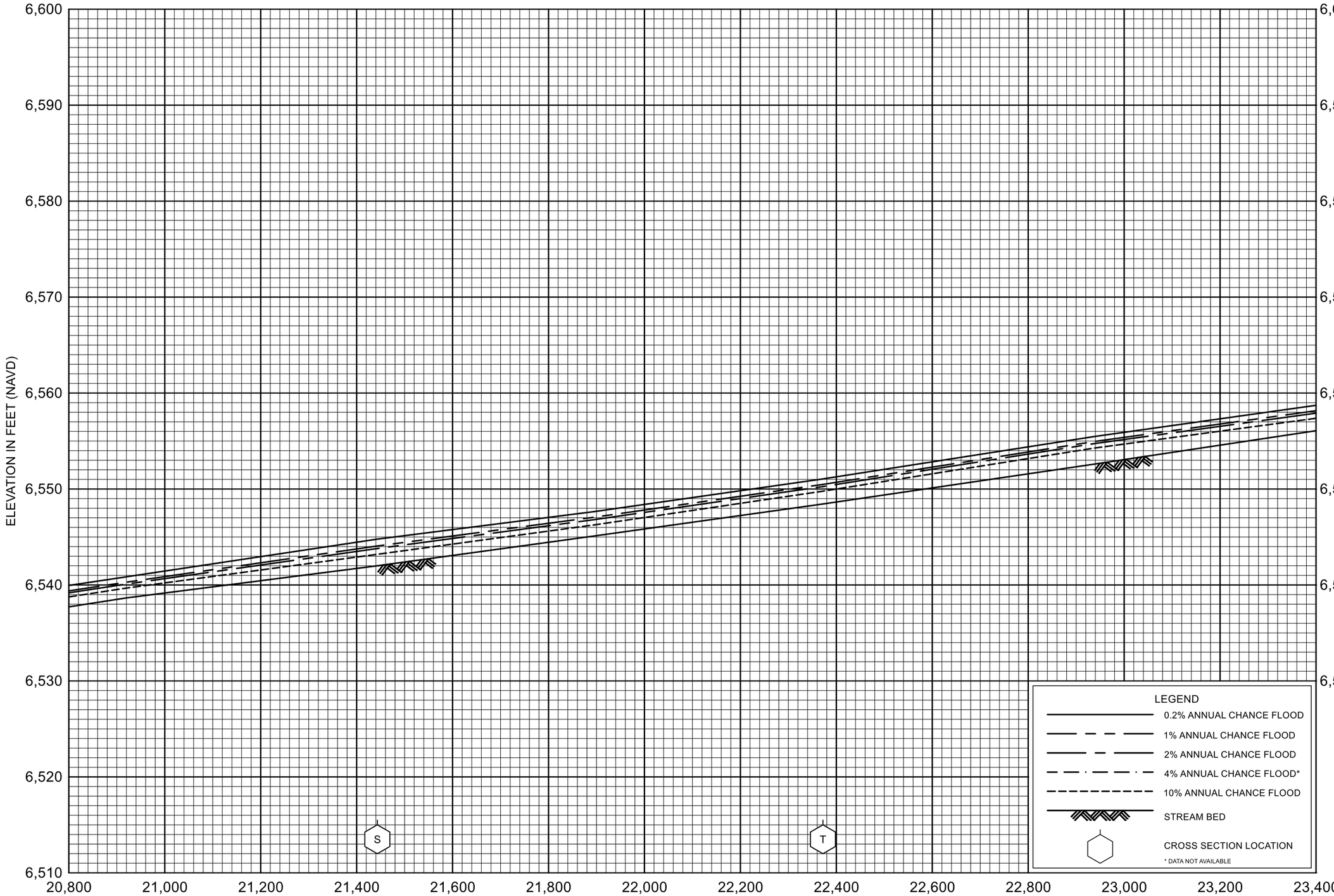
FLOOD PROFILES

SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

43P



FLOOD PROFILES

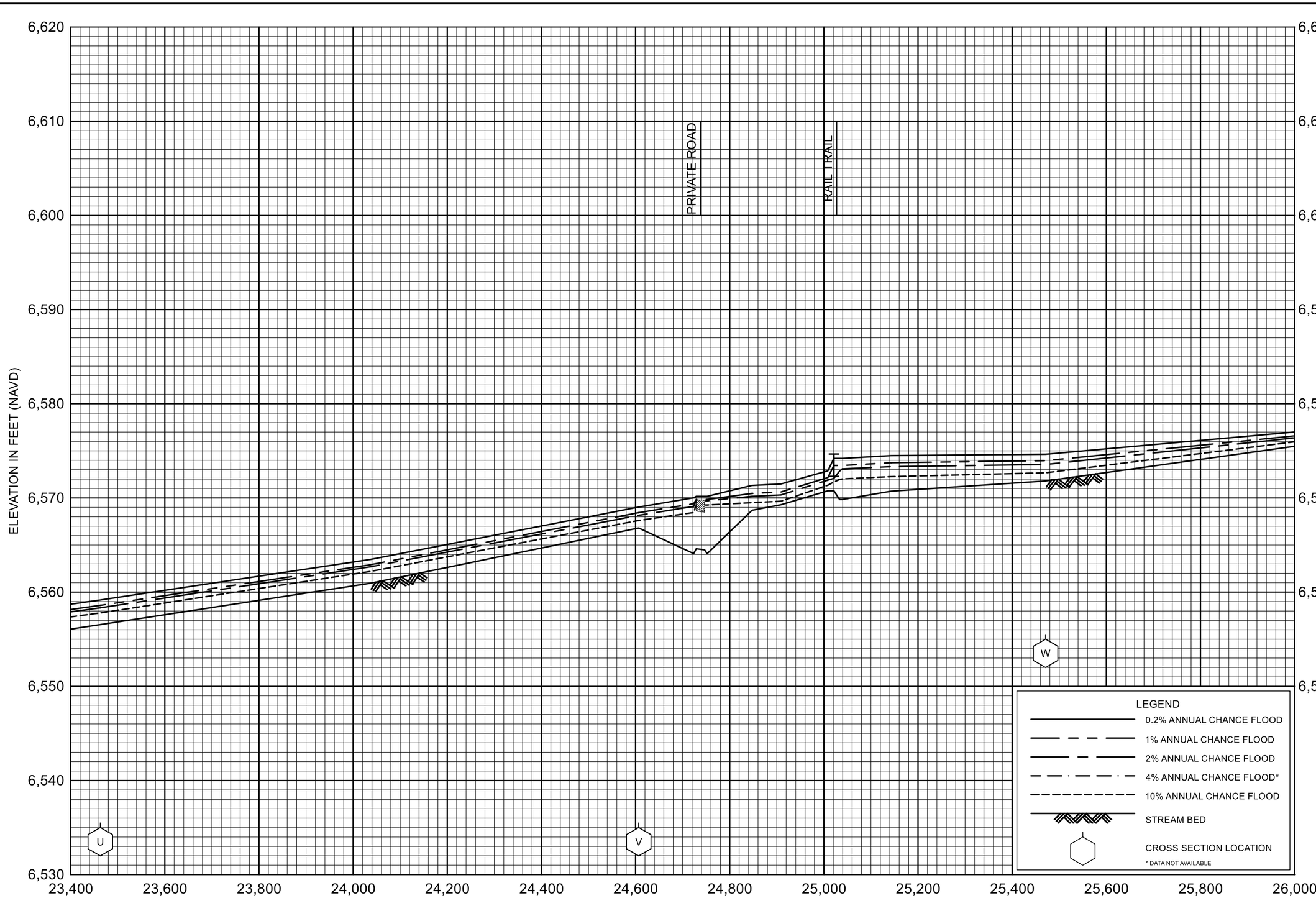
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

44P



FLOOD PROFILES

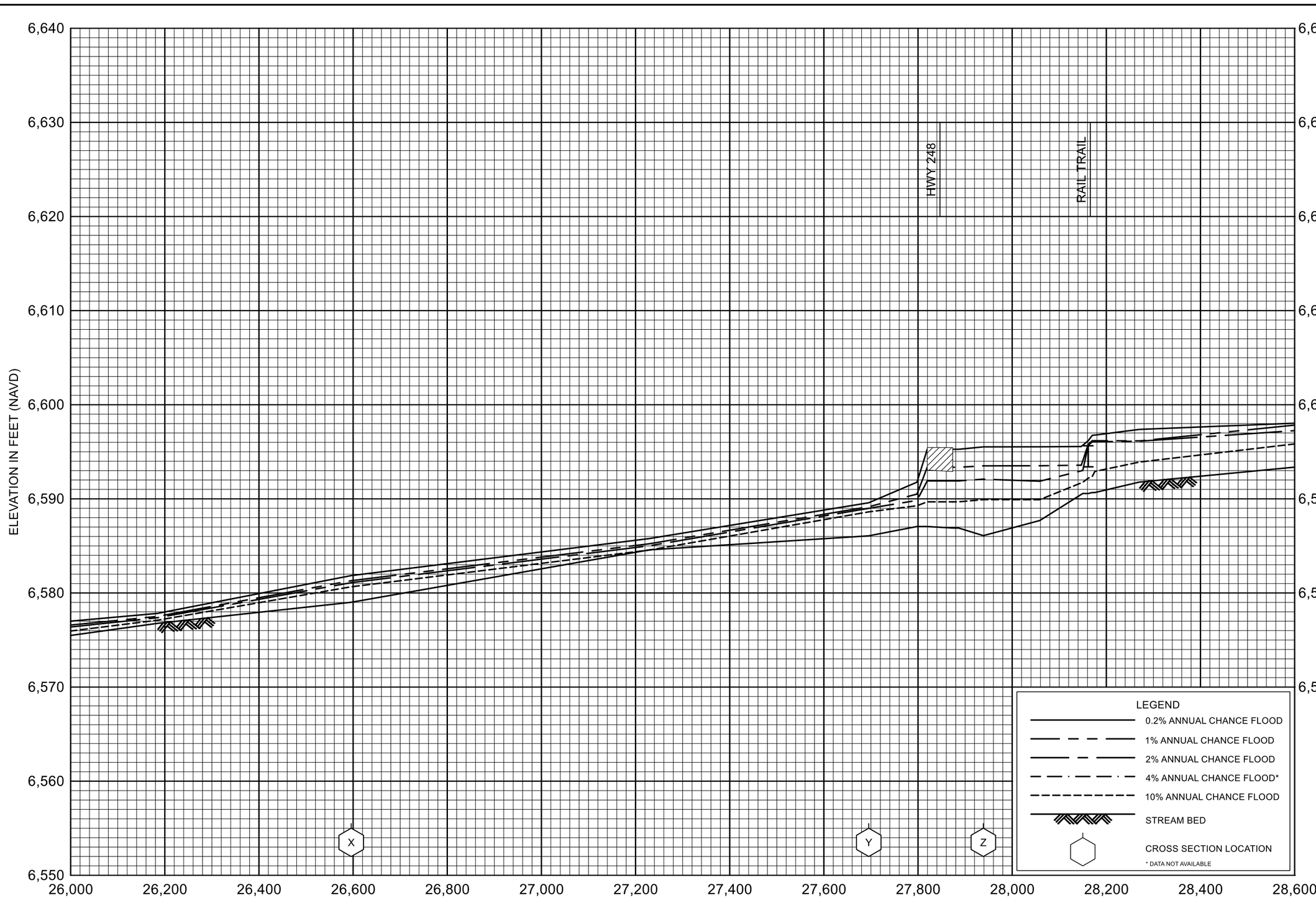
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

45P



FLOOD PROFILES

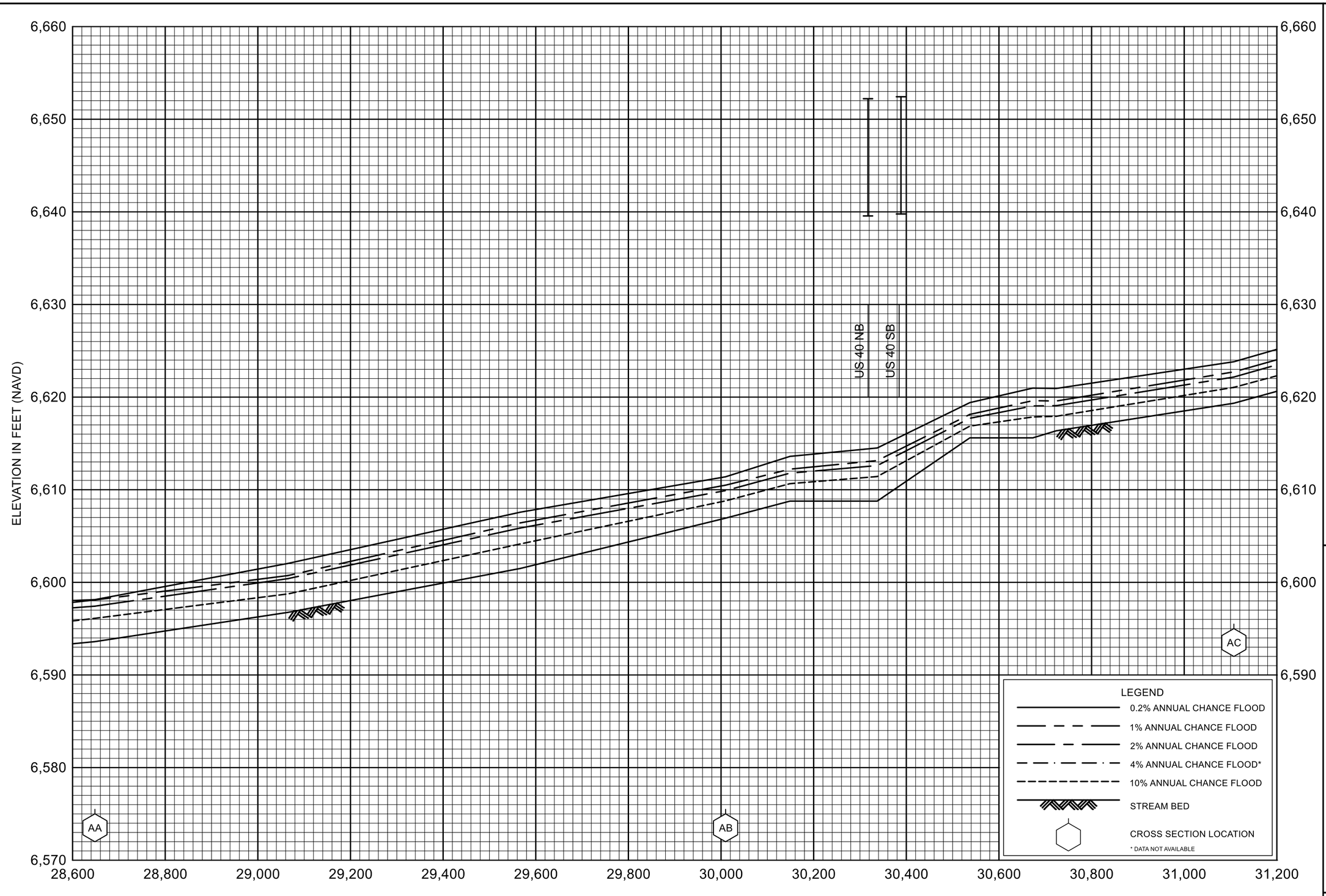
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

46P



FLOOD PROFILES

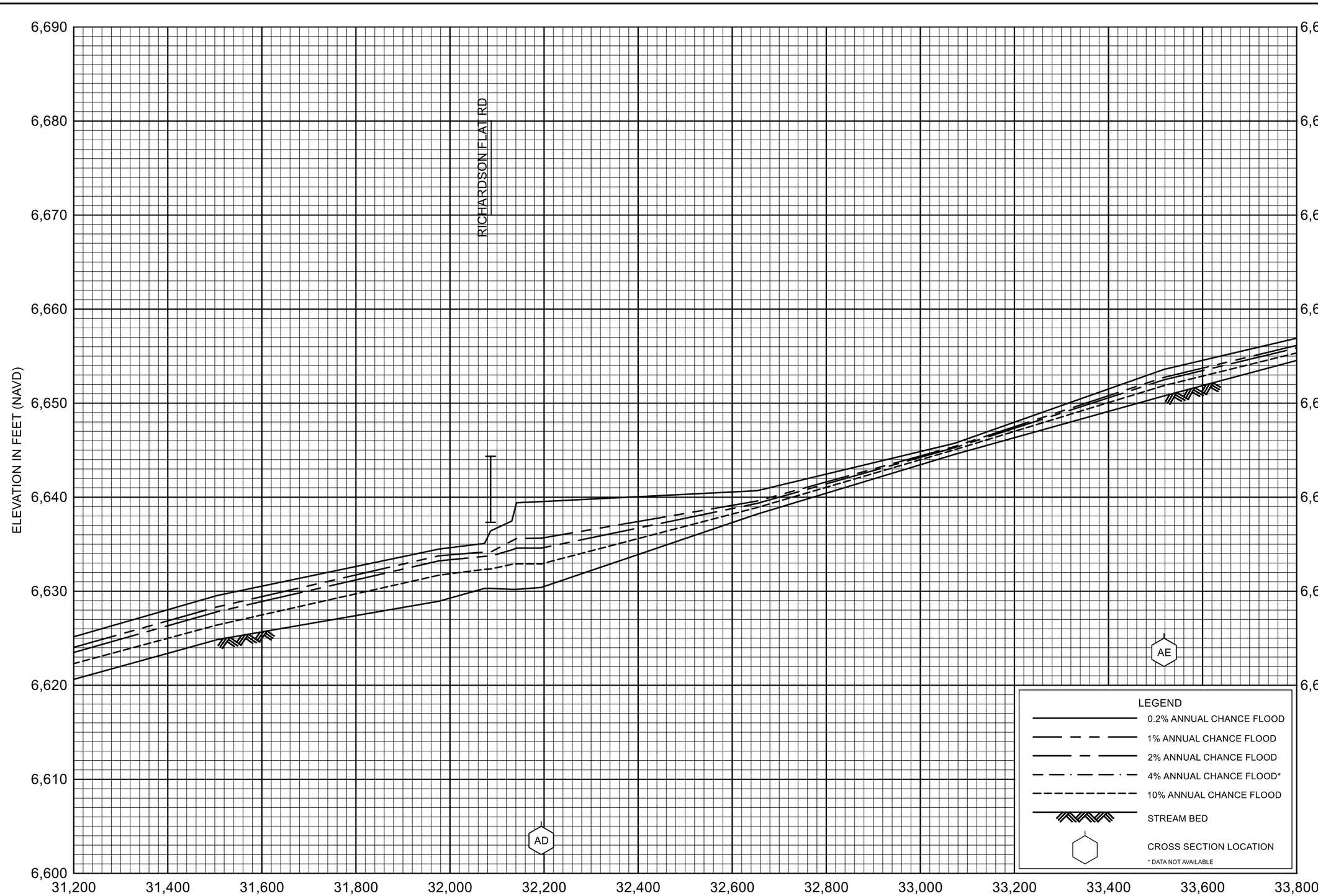
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

47P



FLOOD PROFILES

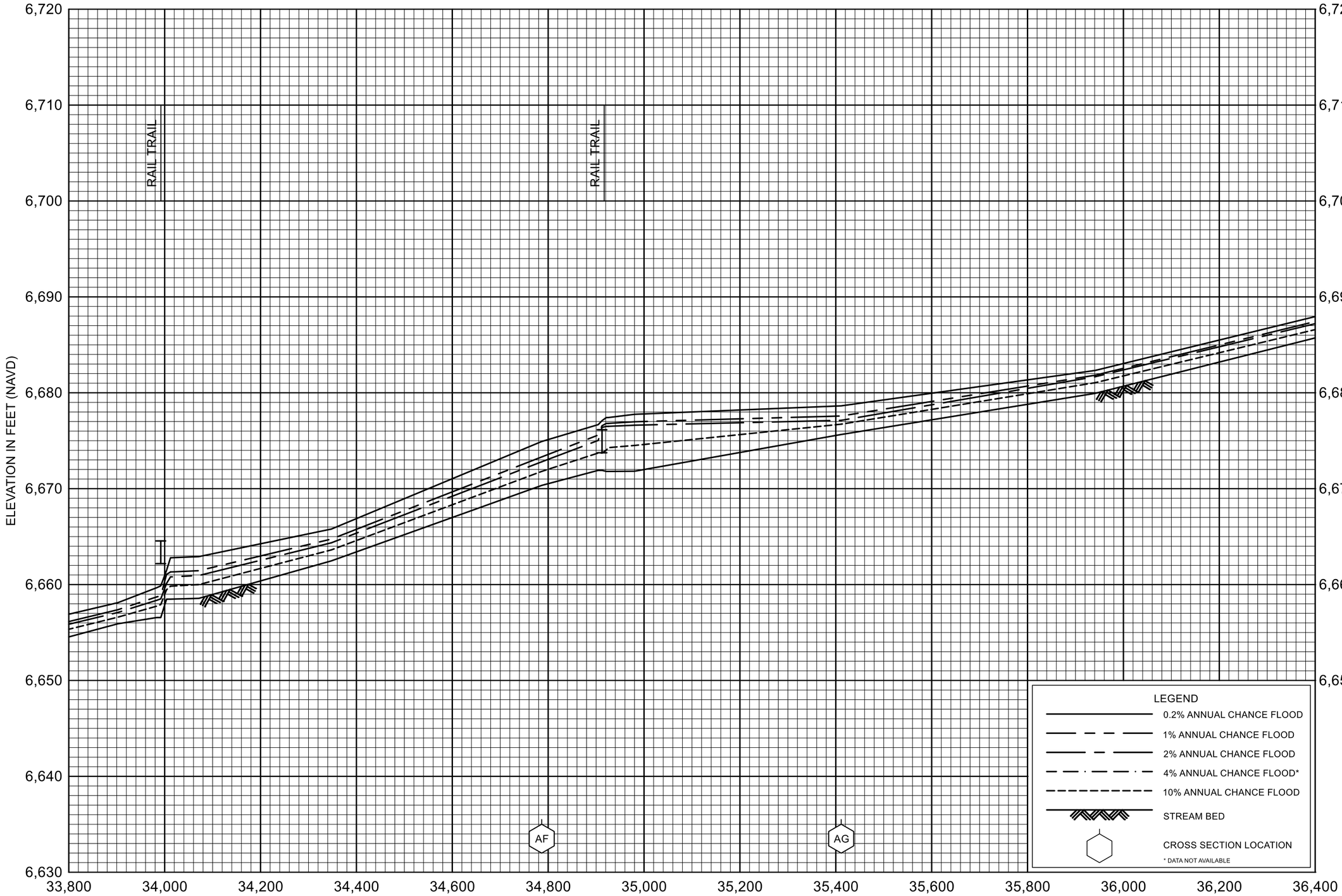
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

48P



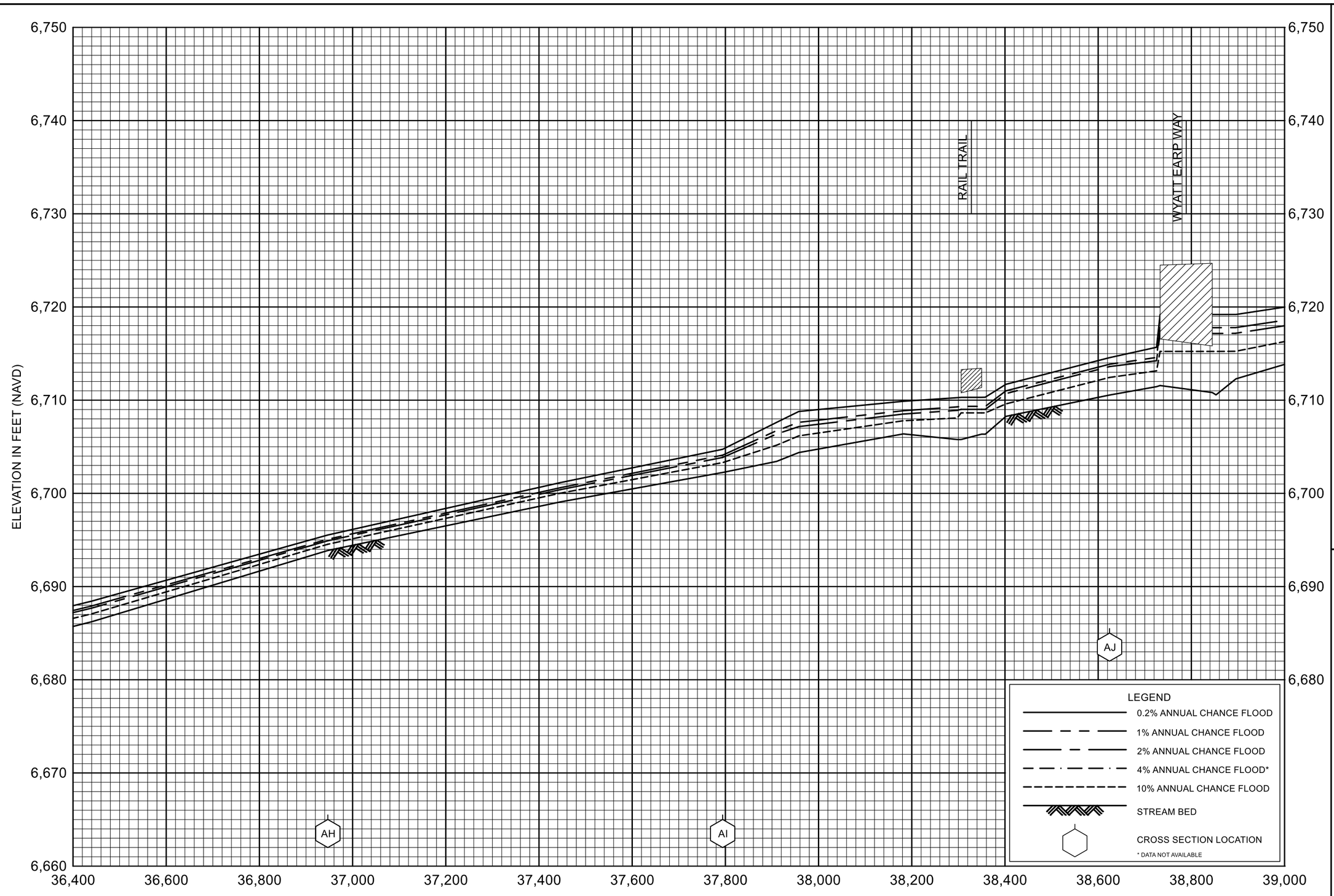
FLOOD PROFILES

SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



FLOOD PROFILES

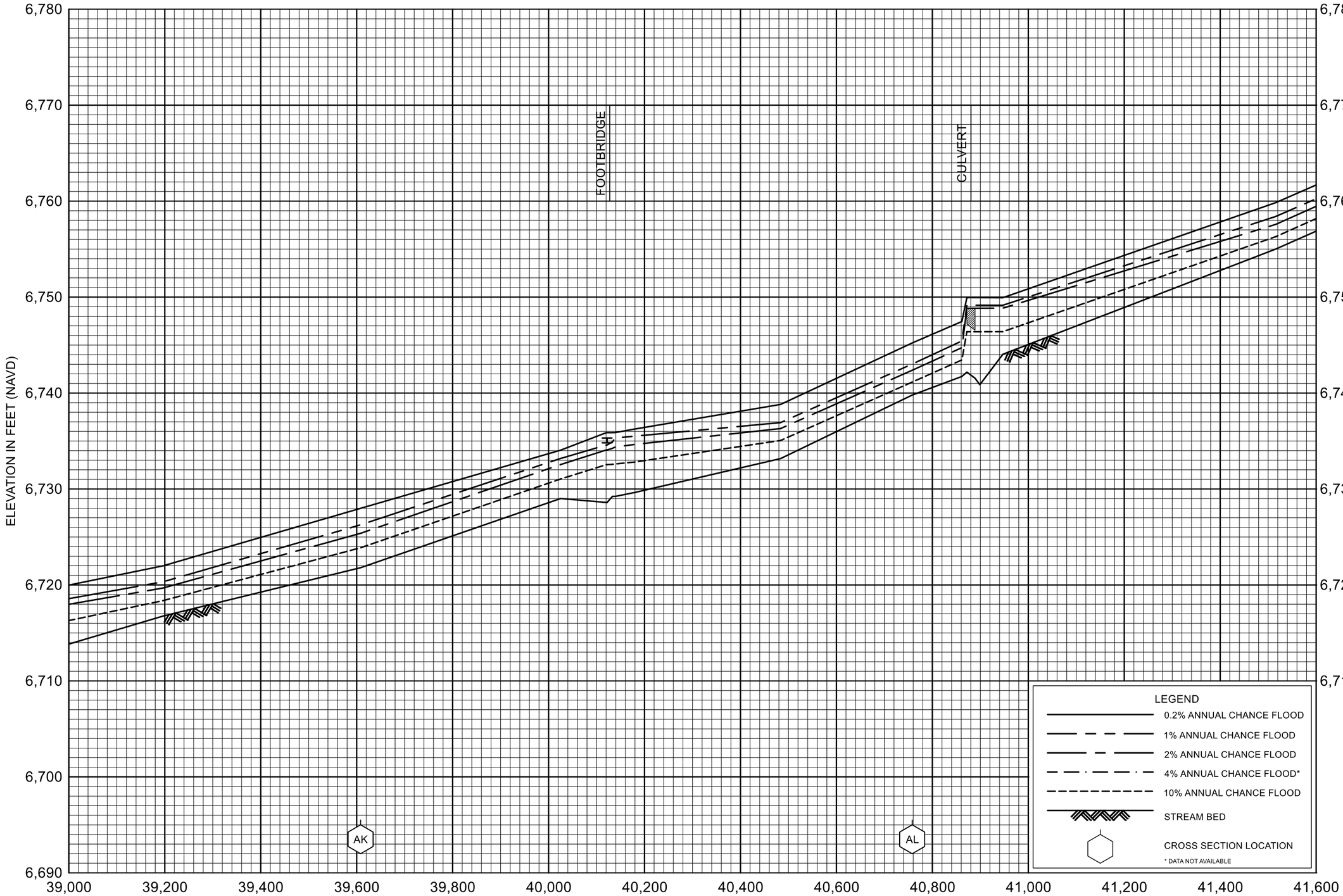
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

50P



FLOOD PROFILES

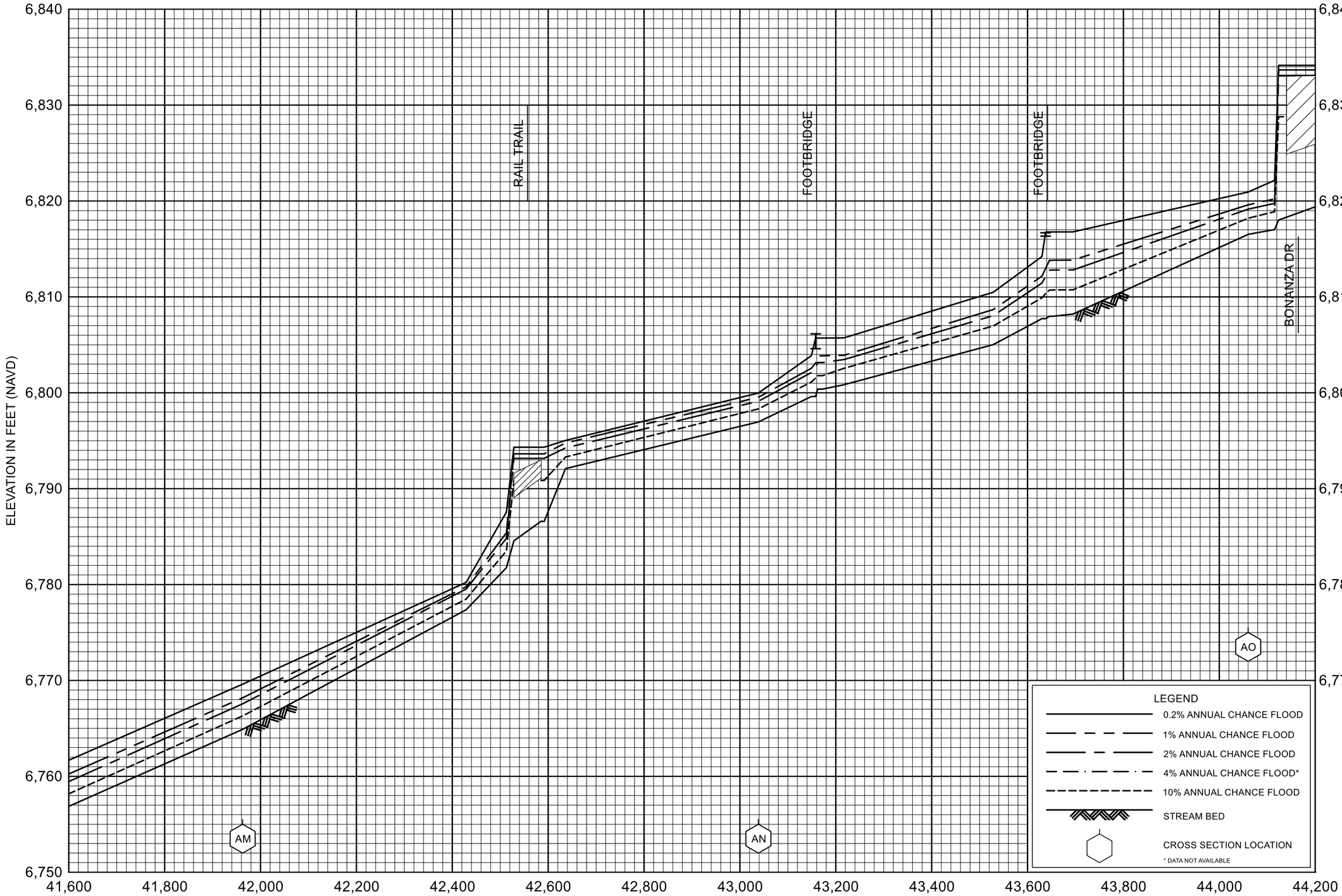
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

51P



FLOOD PROFILES

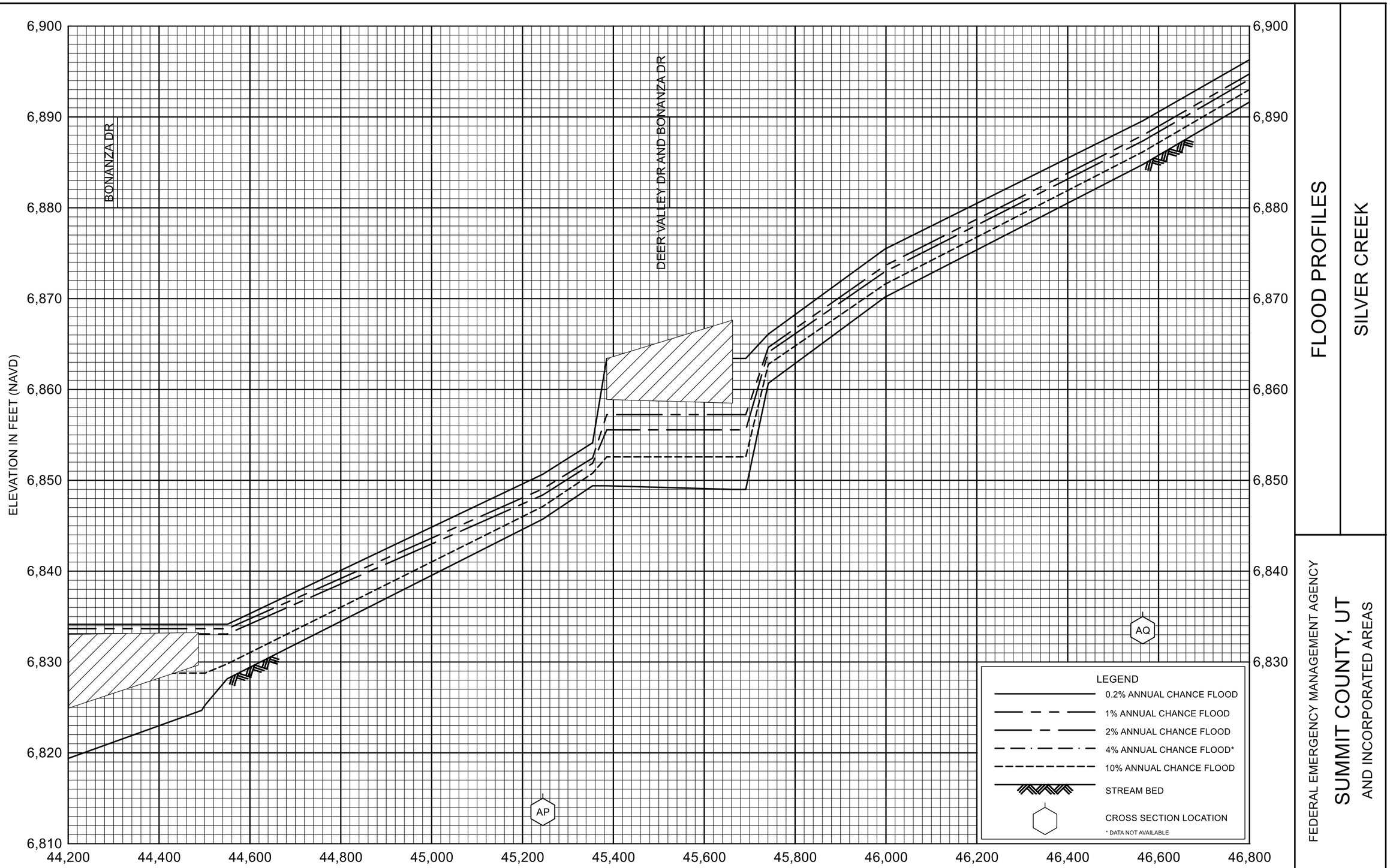
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

52P



FLOOD PROFILES

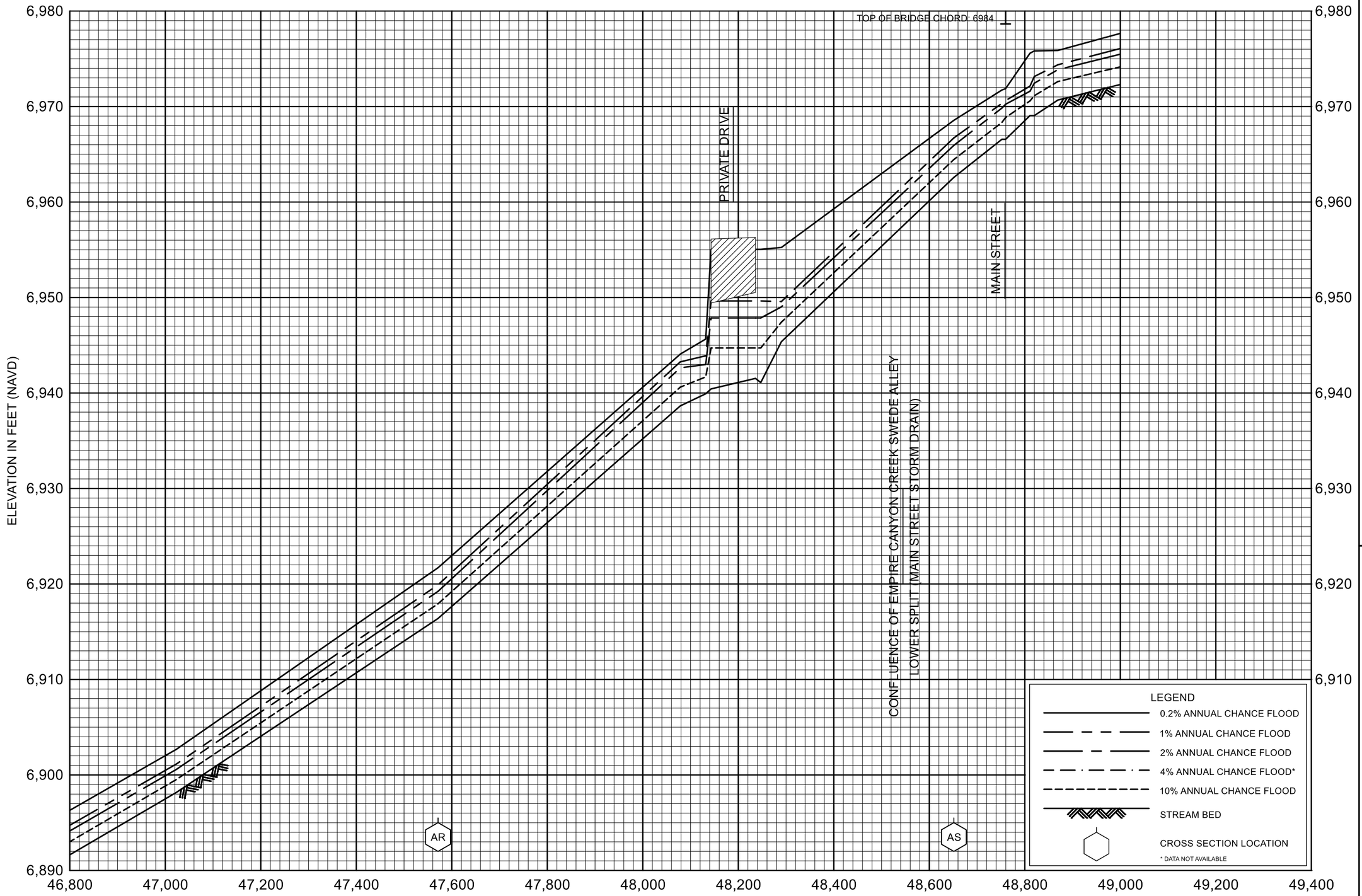
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

53P

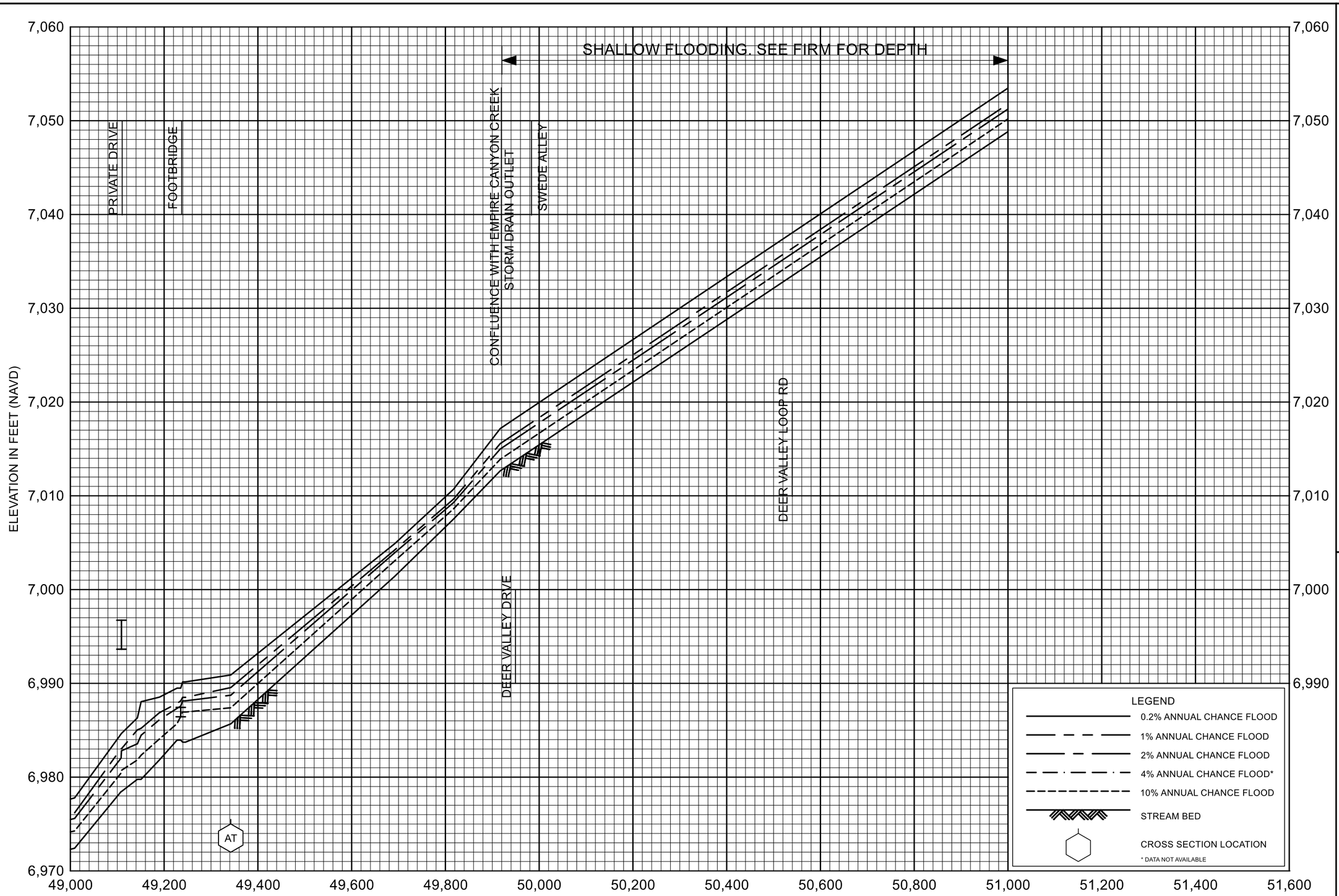


FLOOD PROFILES

SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS



FLOOD PROFILES

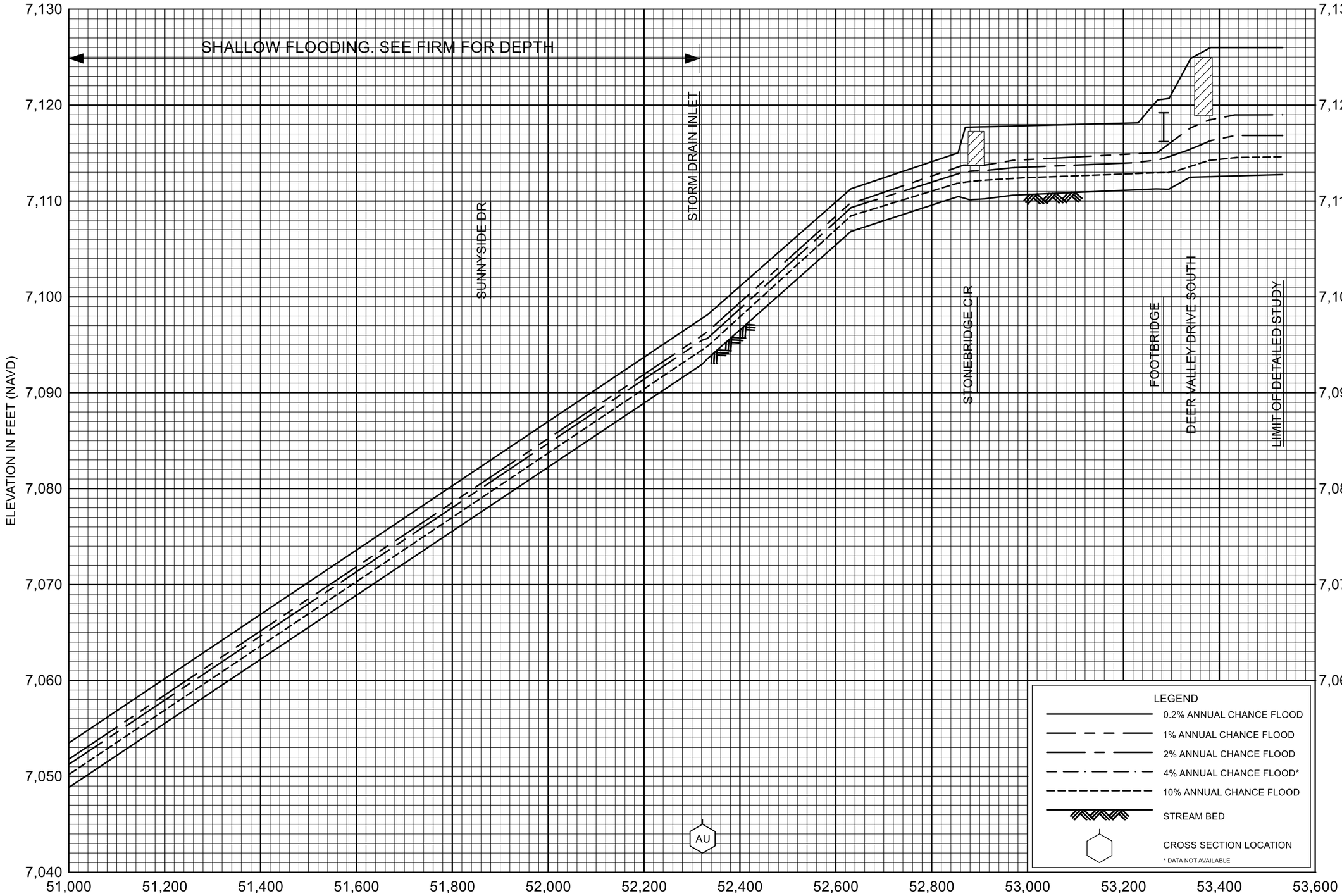
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

55P



FLOOD PROFILES

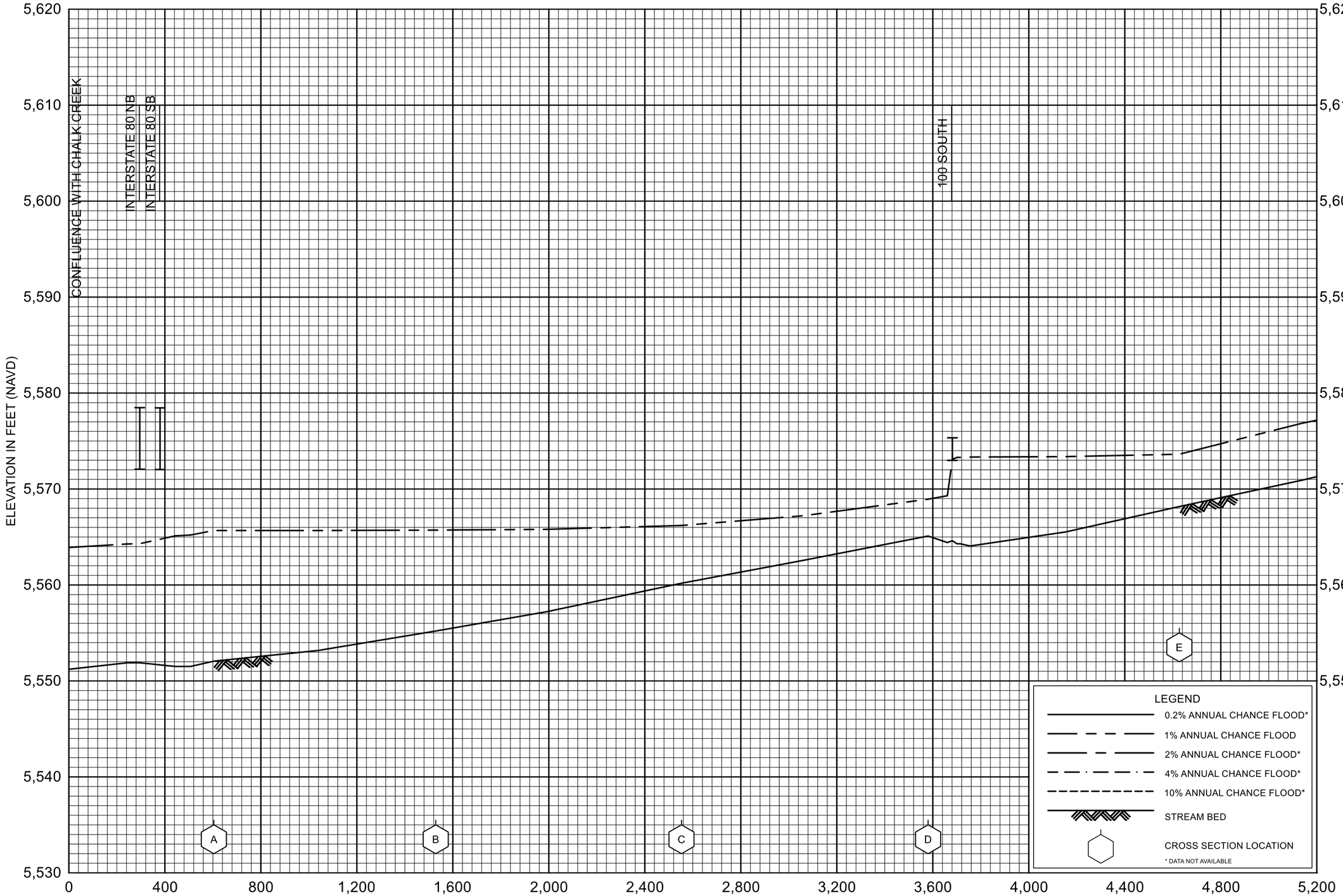
SILVER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

56P



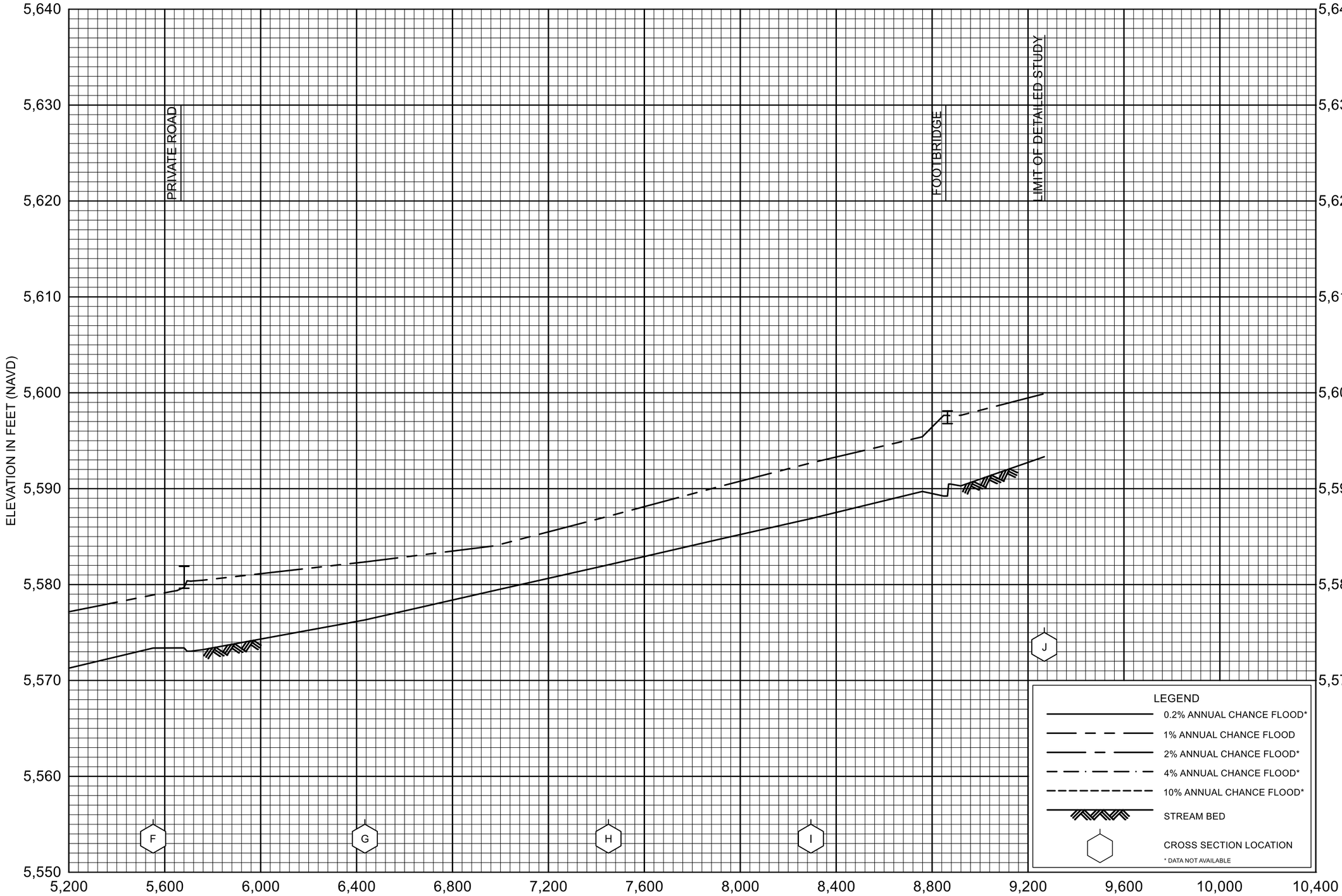
FLOOD PROFILES

WEBER RIVER (COALVILLE)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

57P



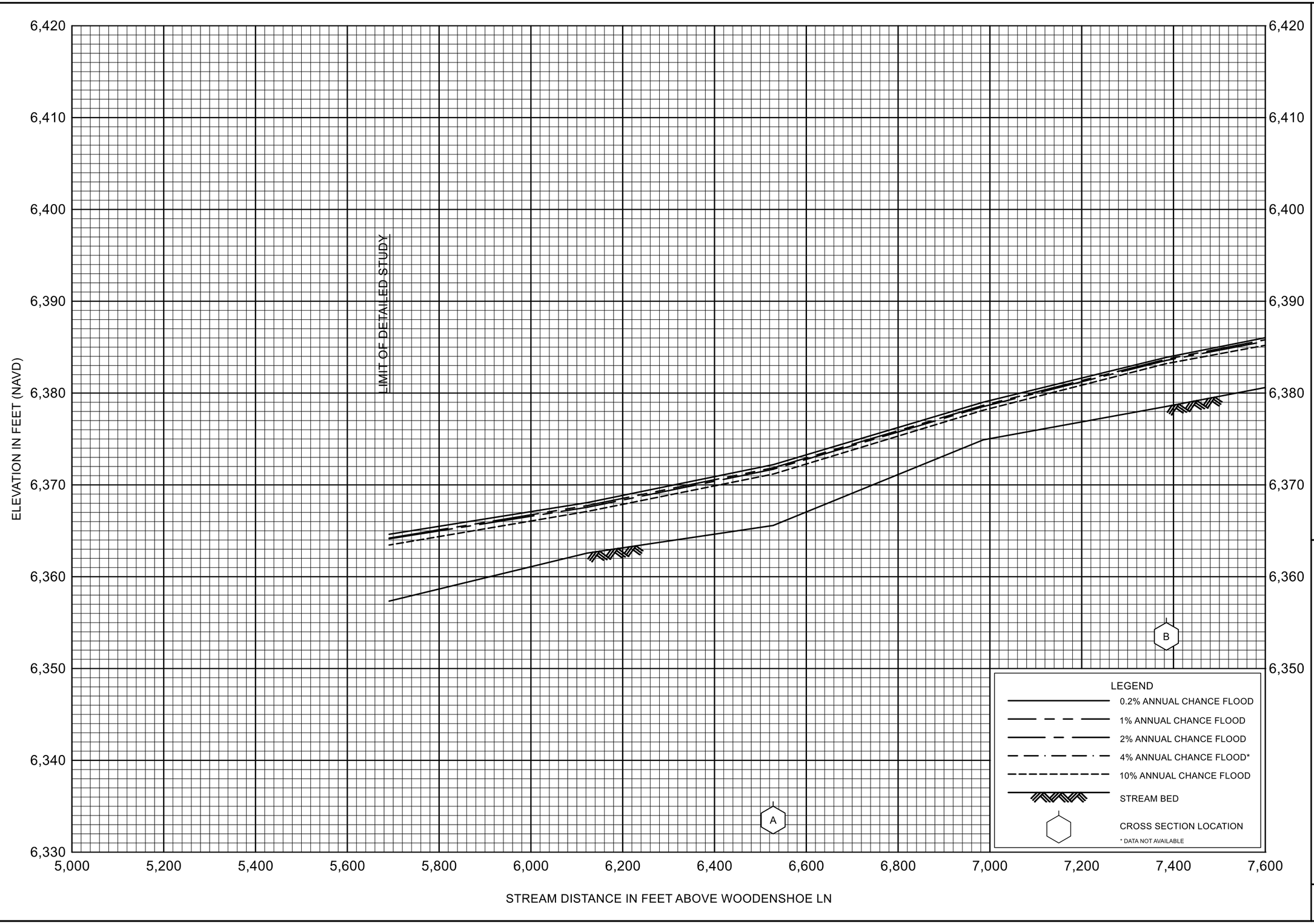
FLOOD PROFILES

WEBER RIVER (COALVILLE)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS



FLOOD PROFILES

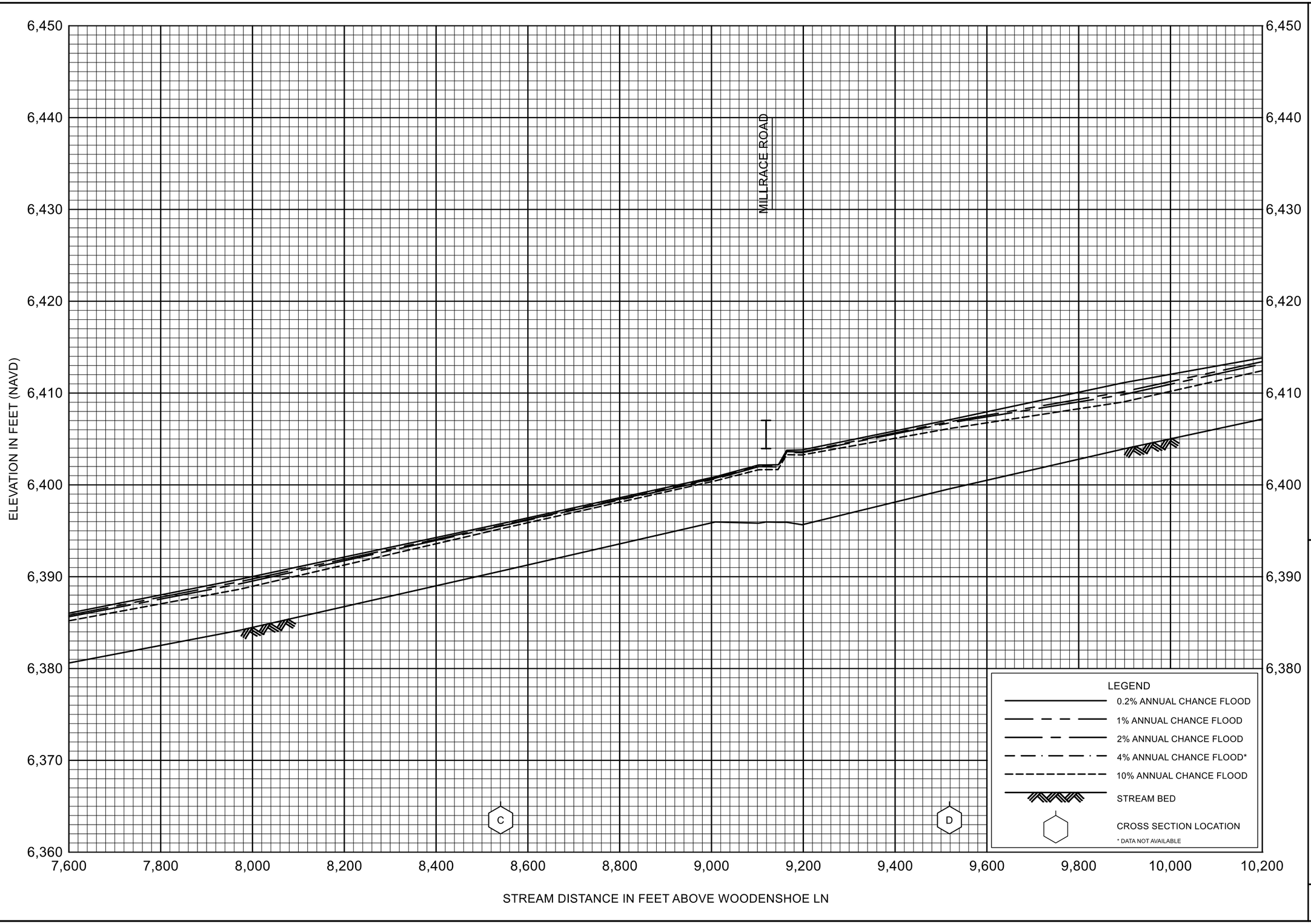
WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

59P



FLOOD PROFILES

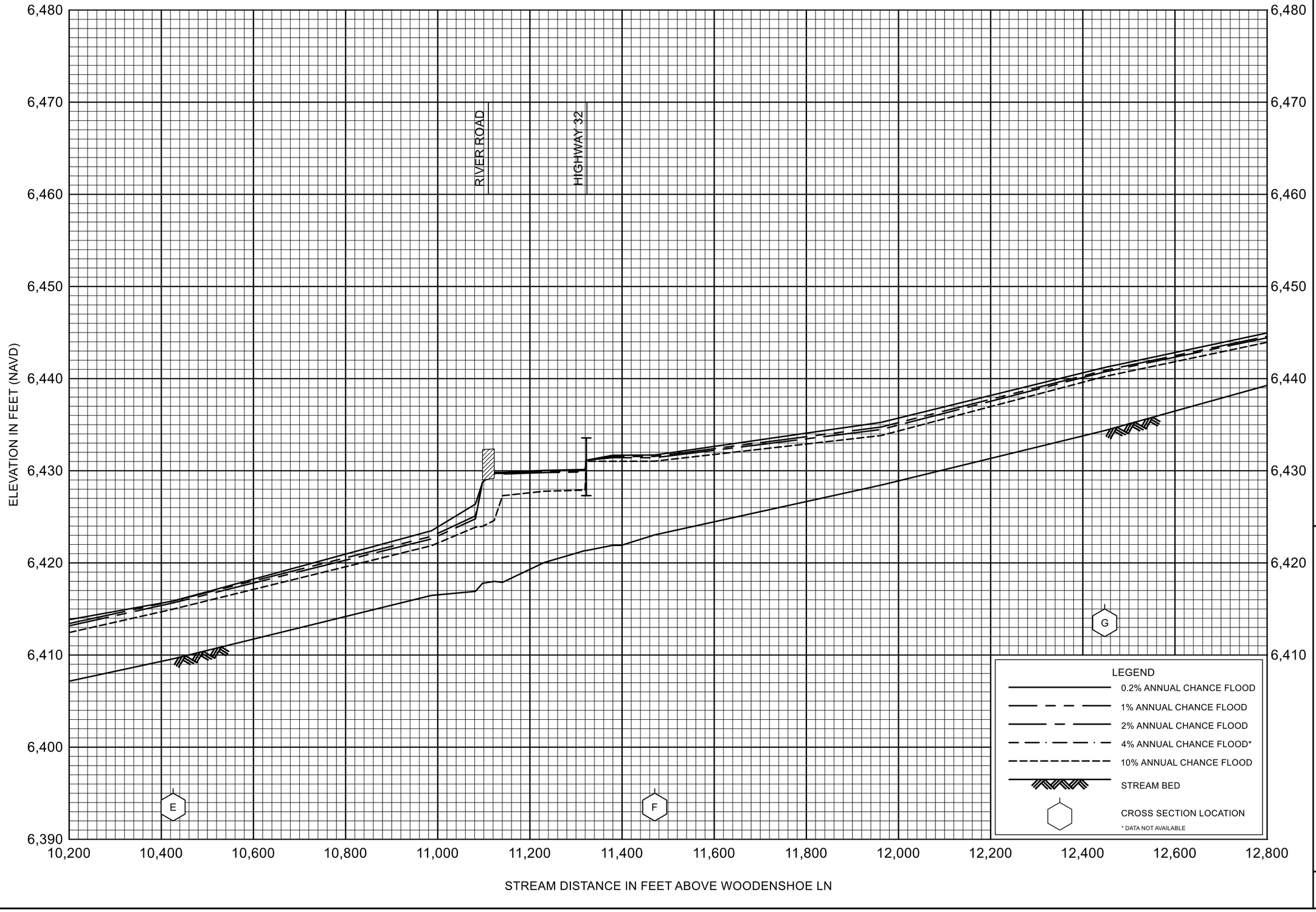
WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

60P



FLOOD PROFILES

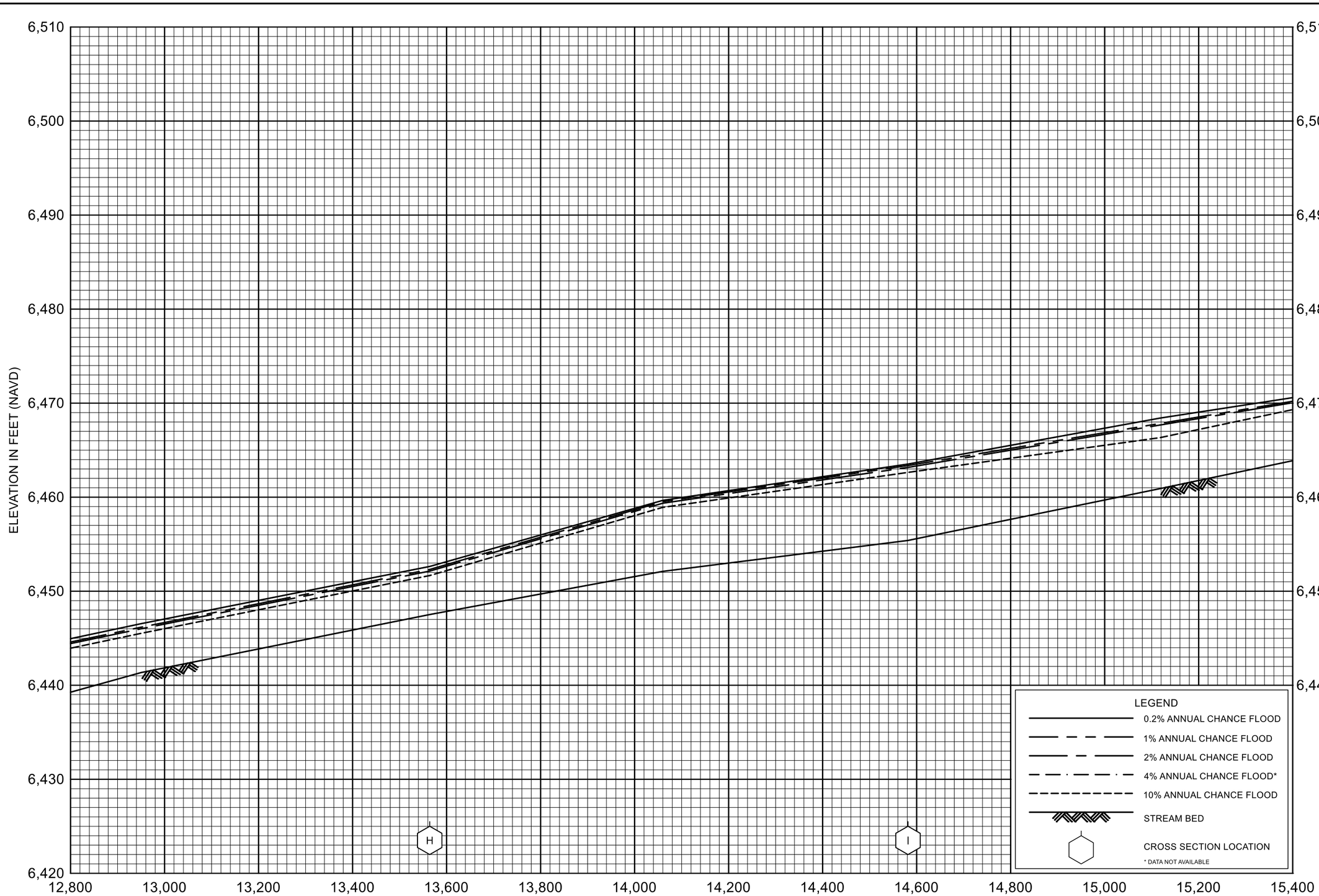
WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

61P



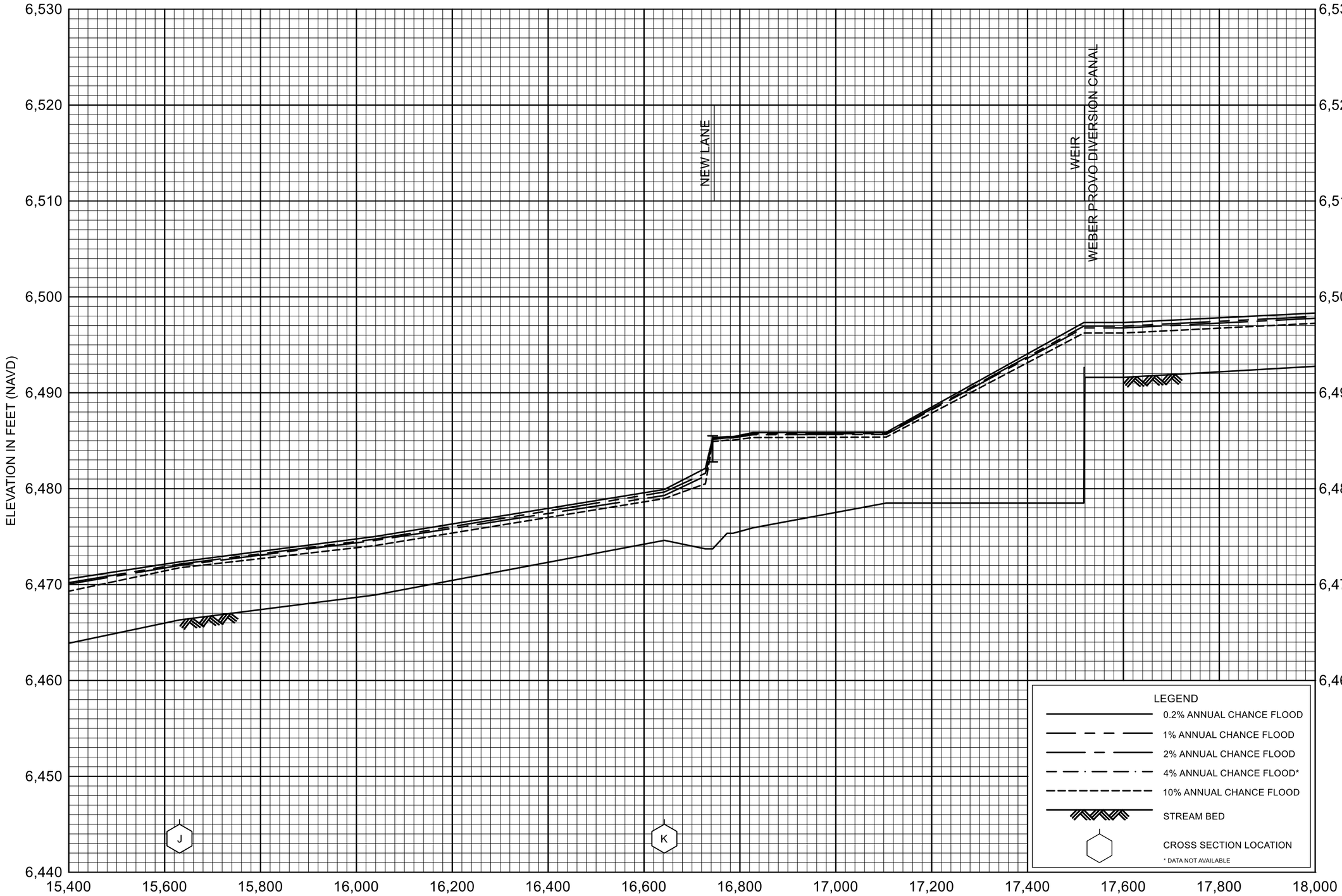
FLOOD PROFILES

WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

62P



FLOOD PROFILES

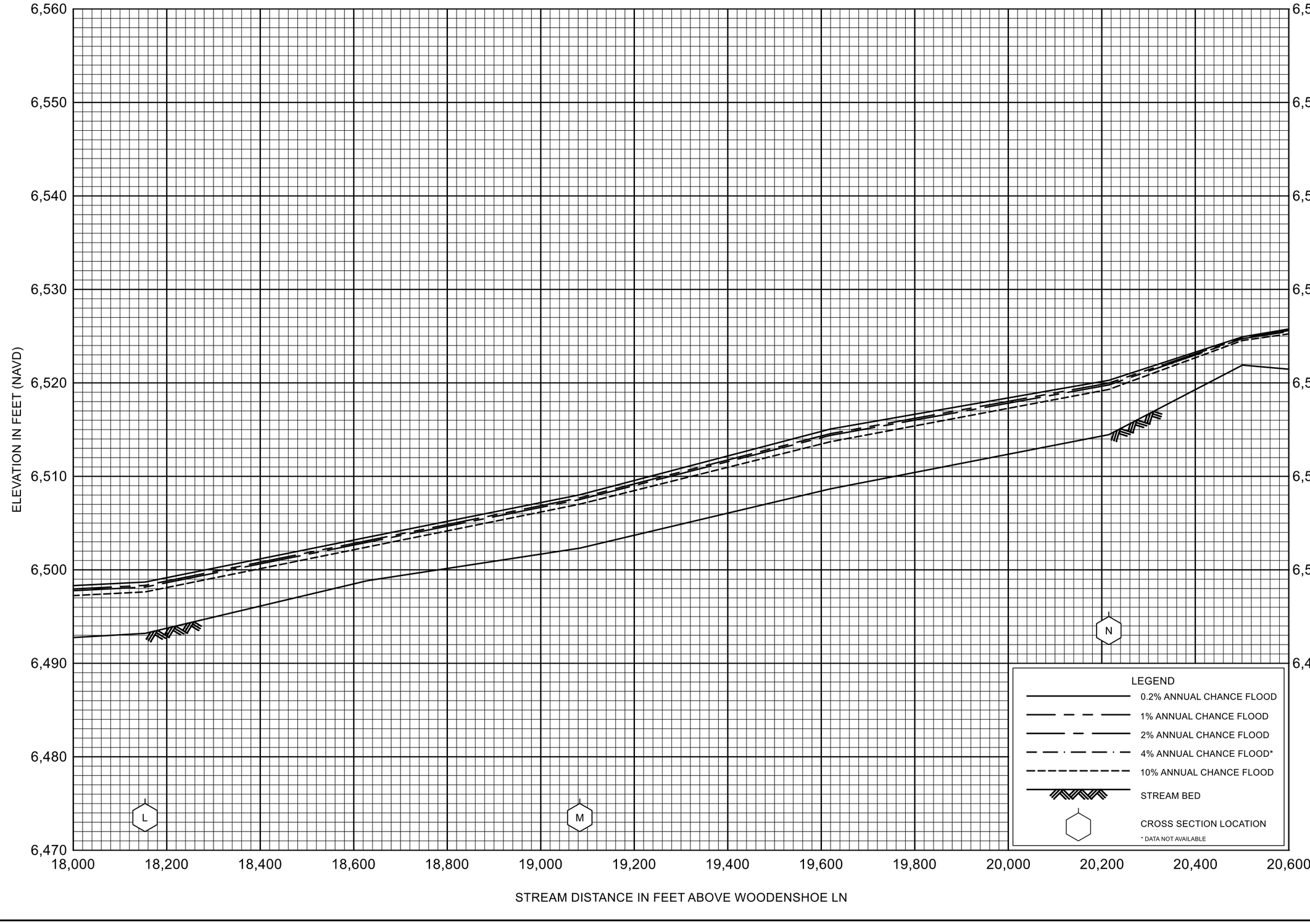
WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

63P



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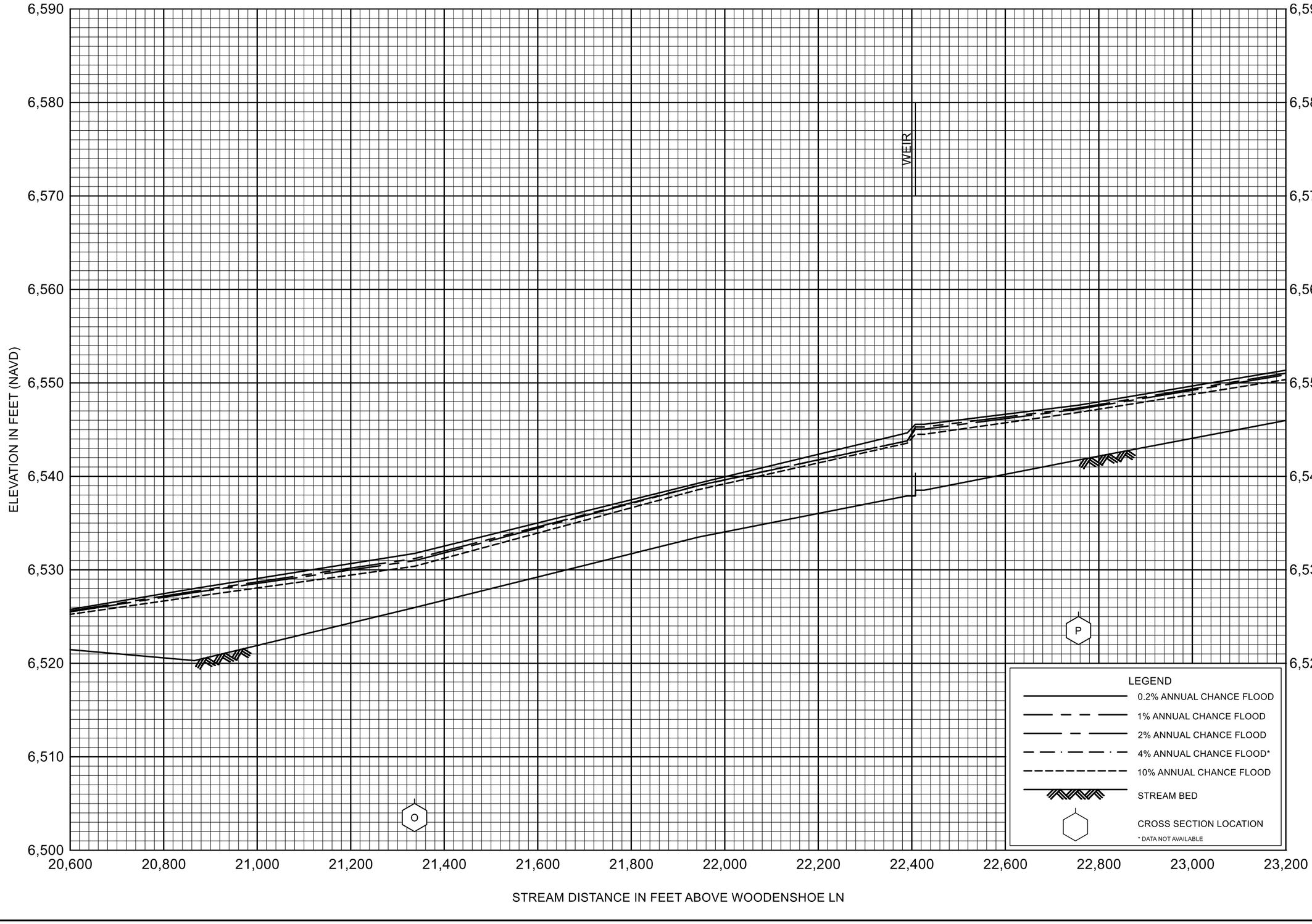
WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

64P



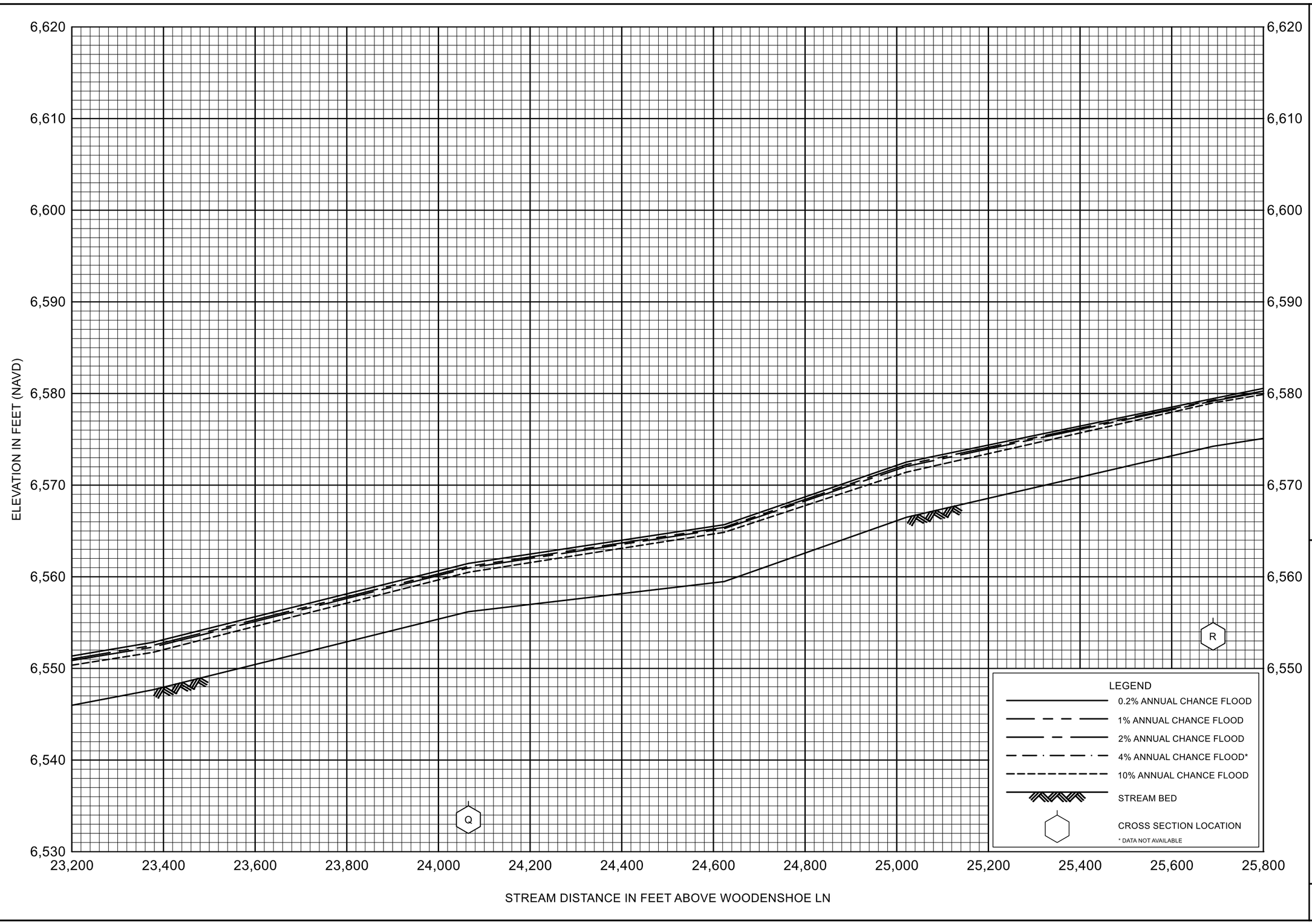
FLOOD PROFILES

WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

65P



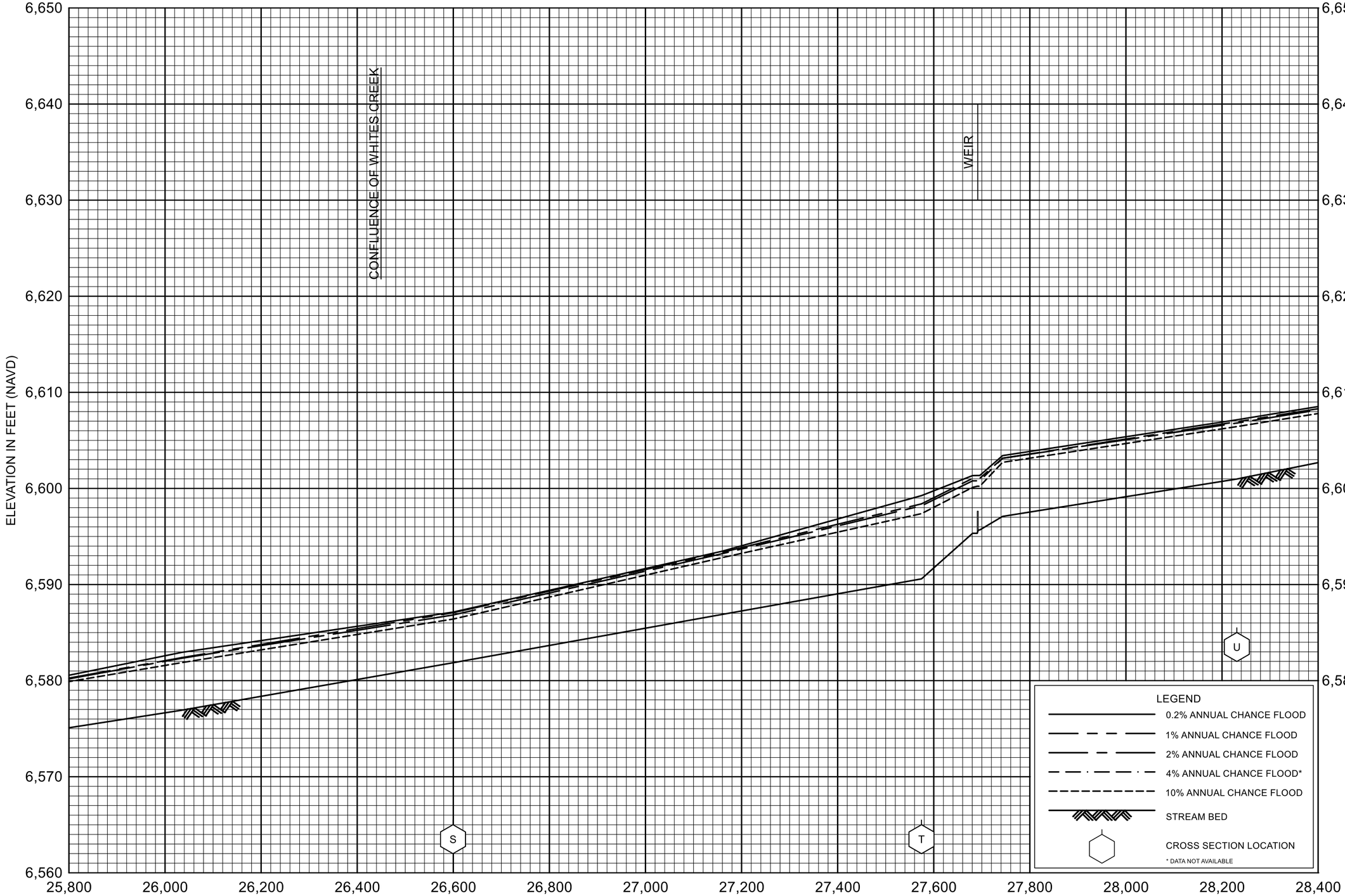
FLOOD PROFILES

WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT
AND INCORPORATED AREAS

66P



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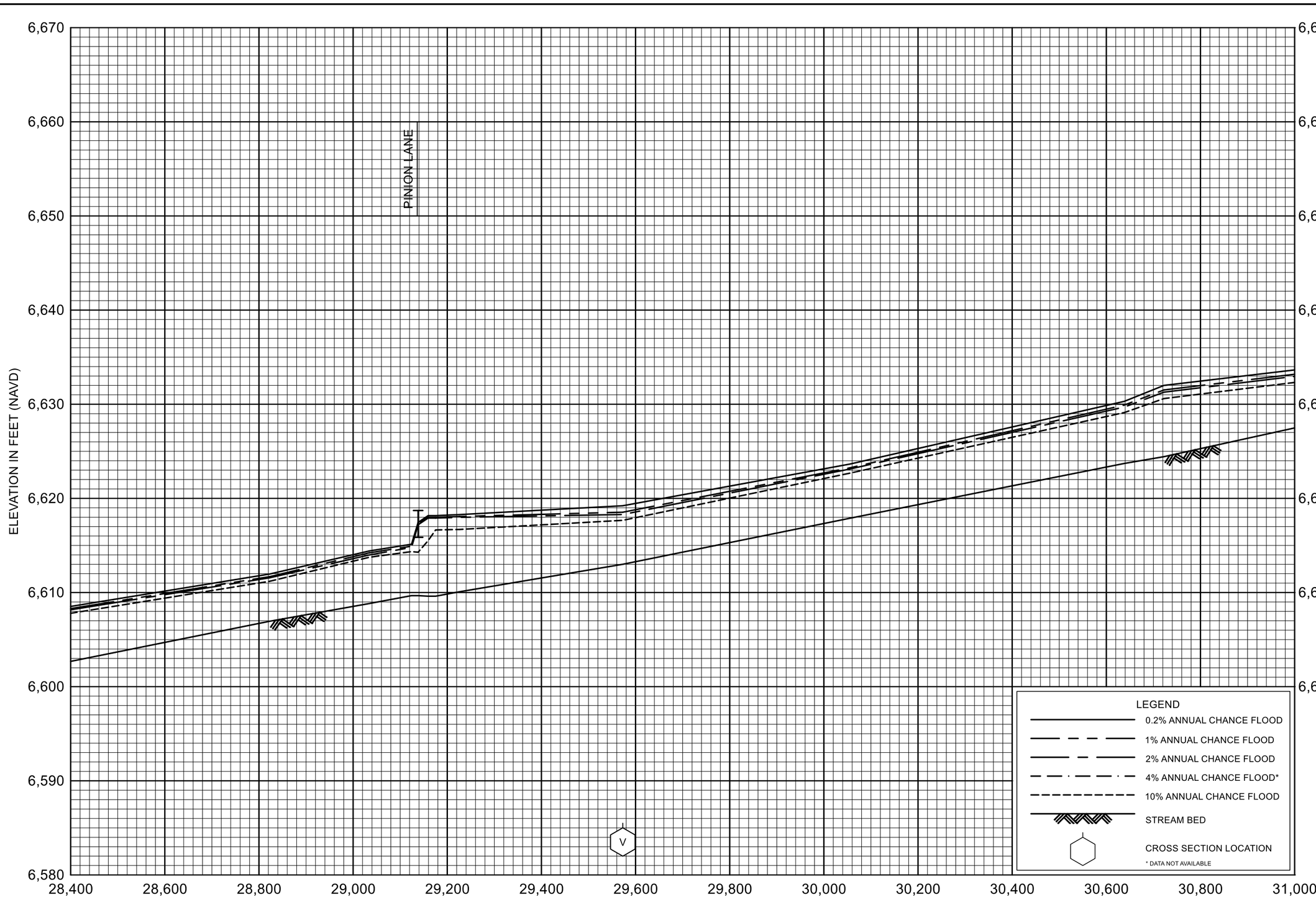
WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

67P



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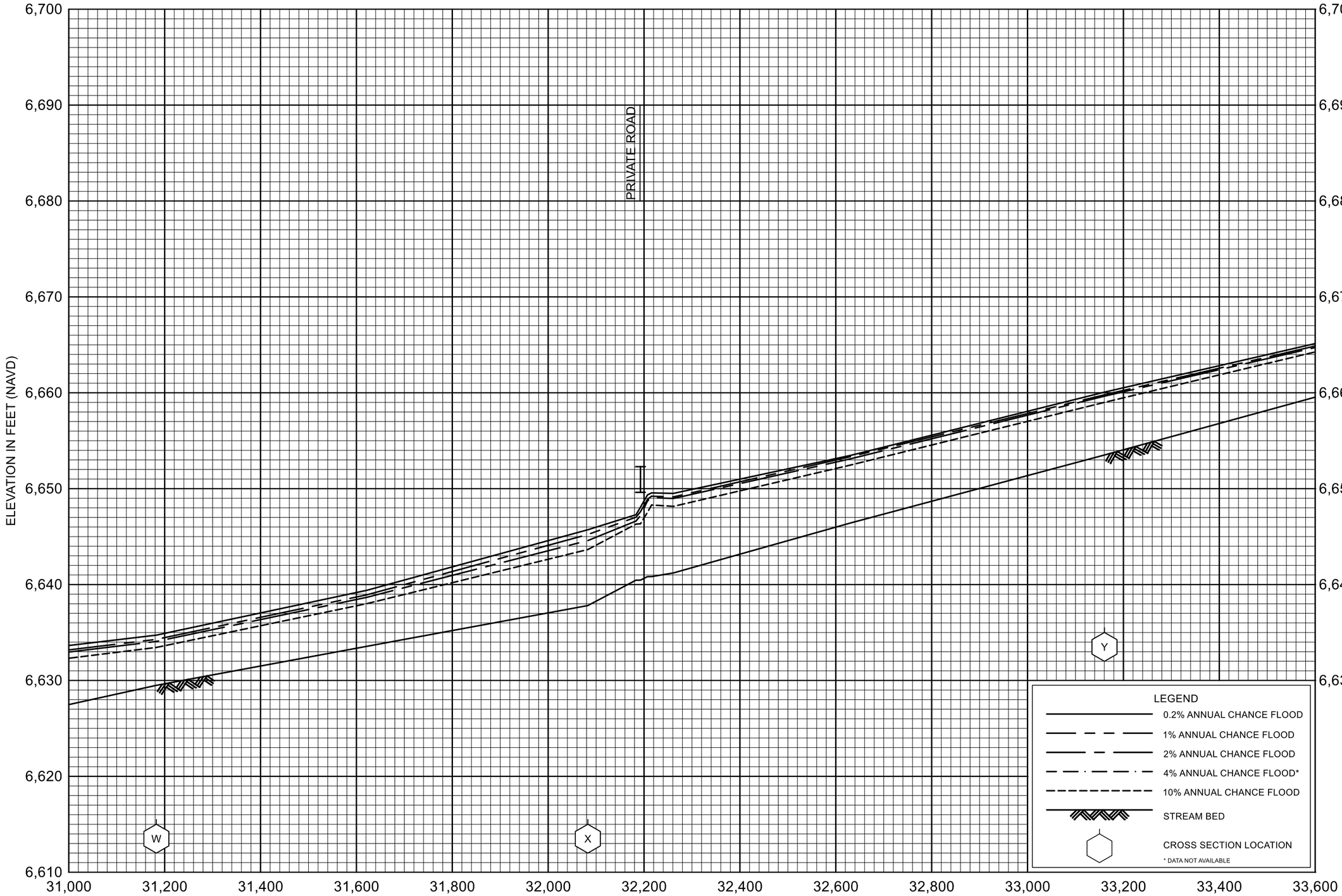
WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

68P



FLOOD PROFILES

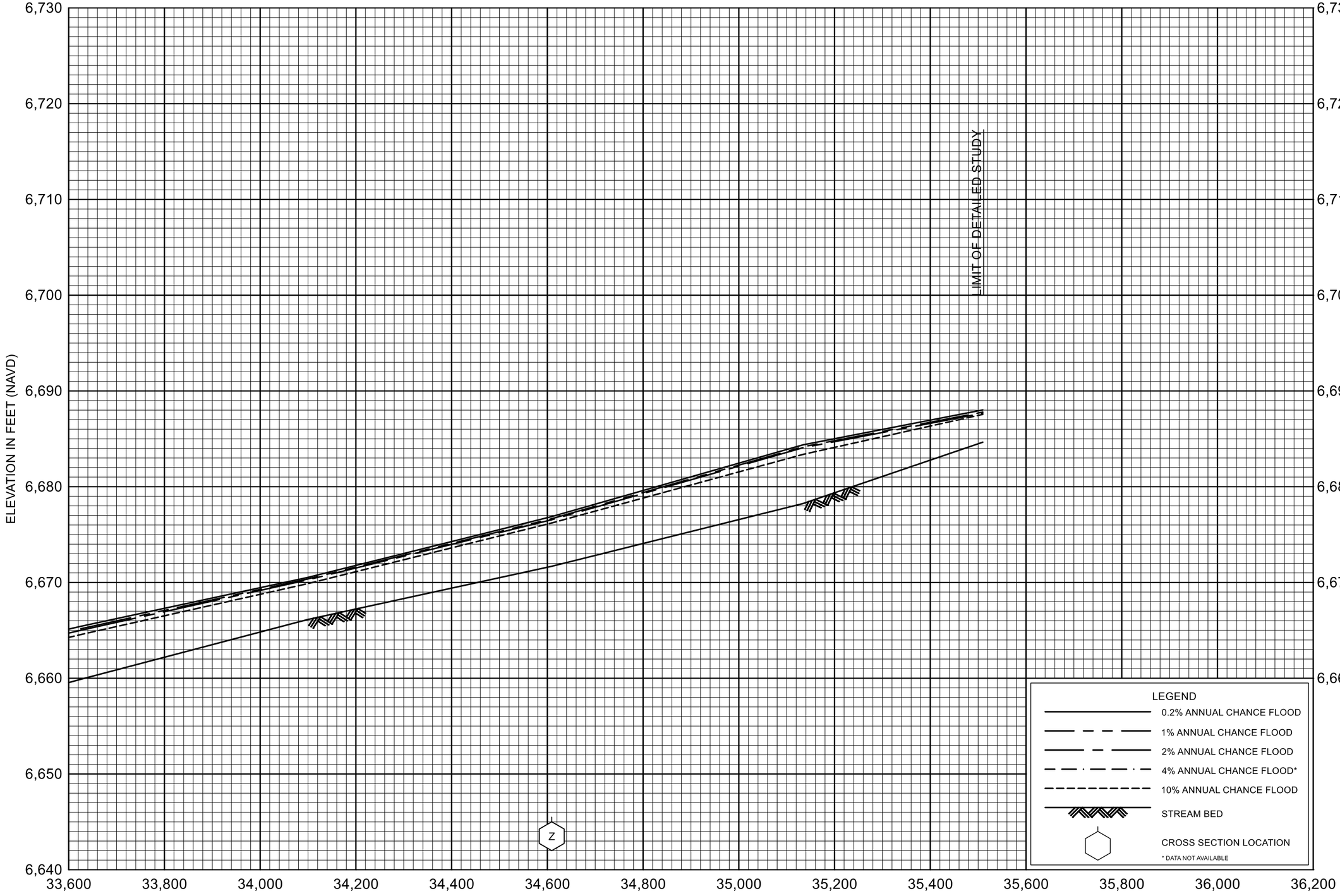
WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

69P



FLOOD PROFILES

WEBER RIVER (OAKLEY)

FEDERAL EMERGENCY MANAGEMENT AGENCY

SUMMIT COUNTY, UT

AND INCORPORATED AREAS

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) Zone 12 N. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at https://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from multiple sources. This information was compiled from the U.S. Geological Survey, 1989, Utah Automated Geographic Reference Center (AGRC), 2019, Summit County Information Systems, 2015, National Geodetic Survey, 2004, FEMA existing DFIRM data, 2006, USDA and Farm Service Agency Aerial Photography Field Office, 2011.

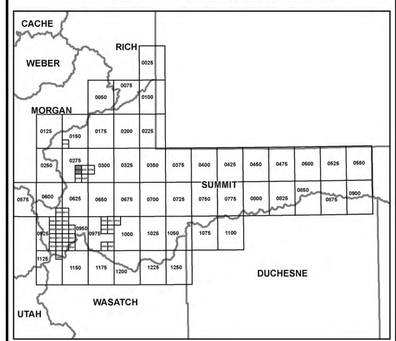
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

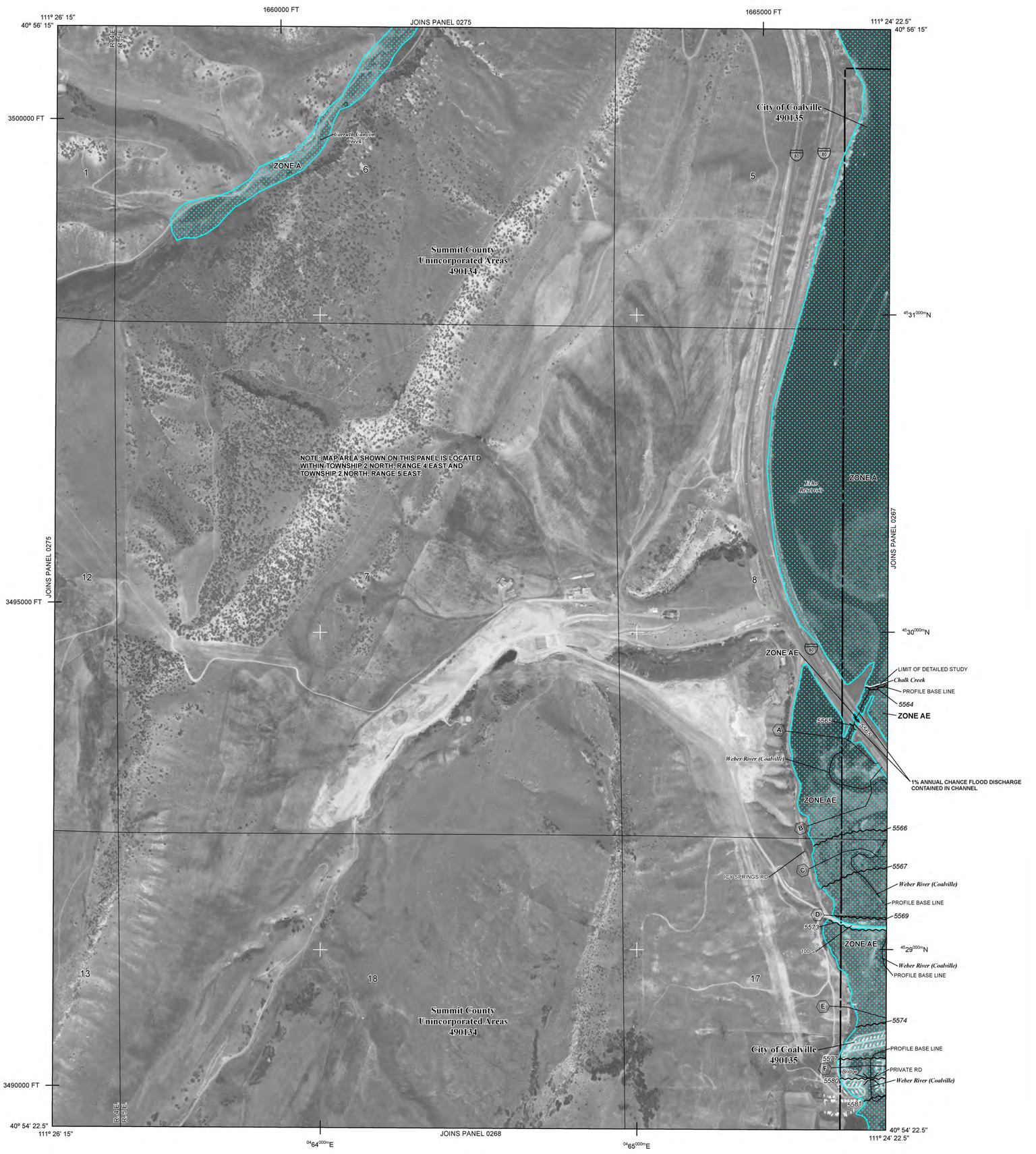
Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 (EL 987) Base Flood Elevation line and value; elevation in feet* / Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A: Cross section line
- 23 — 23: Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
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- 600000 FT: 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 × : Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5: River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET
150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0266D

FIRM

FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 266 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
COALVILLE, CITY OF	490135	0266	D
SUMMIT COUNTY	490134	0266	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
49043C0266D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

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National Geodetic Survey
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Silver Spring, Maryland 20910-3282
(301) 713-3242

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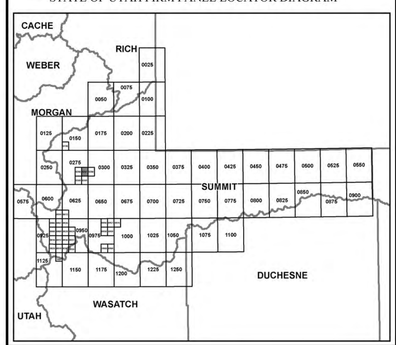
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM




1670000 FT
JOINS PANEL 0275
111° 24' 22.5"
40° 56' 15"
111° 22' 30"
40° 56' 15"
3500000 FT
3495000 FT
3490000 FT
40° 54' 22.5"
111° 24' 22.5"
40° 54' 22.5"
111° 22' 30"
JOINS PANEL 0266
JOINS PANEL 0286
JOINS PANEL 0269
$^{45}31^{000m}$N
$^{45}30^{000m}$N
$^{45}29^{000m}$N
$^{04}66^{000m}$E
$^{04}67^{000m}$E
$^{04}68^{000m}$E
Summit County Unincorporated Areas 490134
City of Coalville 490135
ZONE A
ZONE AE
Echo Reservoir
Chalk Creek
Chalk Creek 90 N Split
Weber River (Coalville)
MAIN ST
CENTER ST
PARK RD
BORDER STATION RD
PRIVATE DRIVE
Bridge
Footbridge
PROFILE BASE LINE
1% ANNUAL CHANCE FLOOD DISCHARGE CONTAINED IN CHANNEL
NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 2 NORTH, RANGE 5 EAST.
LO0257
LO0255
LO0254
LO0328
LO0329
LO0253
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NOTES TO USERS

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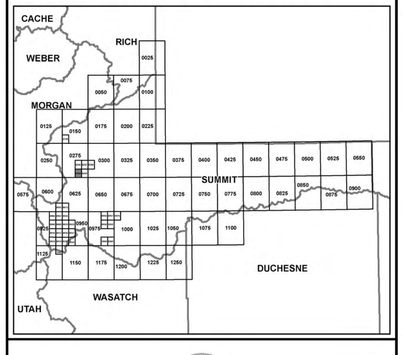
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
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- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
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- Culvert, Flume, Penstock or Aqueduct
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EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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MAP SCALE 1" = 500'
250 0 500 1000 FEET
150 0 150 300 METERS

NFIP

PANEL 0268D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 268 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
COALVILLE, CITY OF	490135	0268	D
SUMMIT COUNTY	490134	0268	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
49043C0268D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

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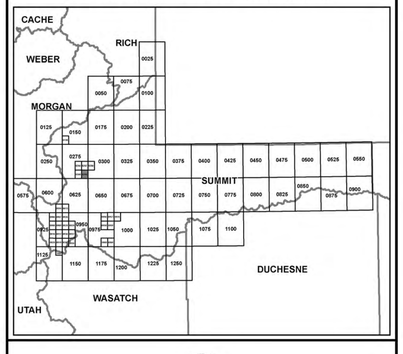
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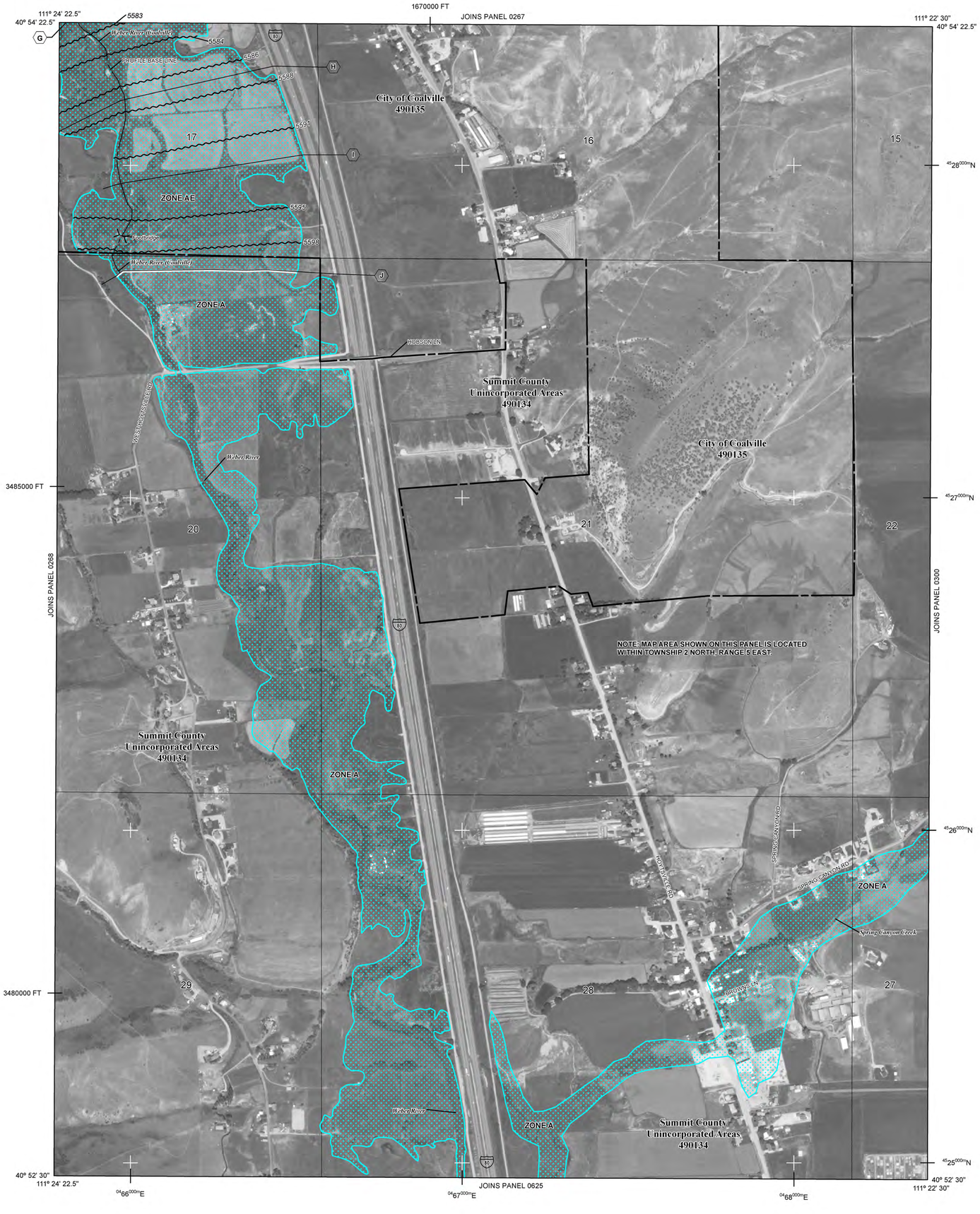
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- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4376000mE 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET
150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0269D

FIRM

FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 269 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
COALVILLE, CITY OF	490135	0269	D
SUMMIT COUNTY	490134	0269	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
49043C0269D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) Zone 12 N. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at https://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from multiple sources. This information was compiled from the U.S. Geological Survey, 1989, Utah Automated Geographic Reference Center (AGRC), 2019, Summit County Information Systems, 2015, National Geodetic Survey, 2004, FEMA existing DFIRM data, 2006, USDA and Farm Service Agency Aerial Photography Field Office, 2011.

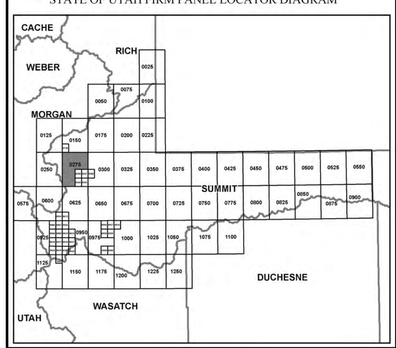
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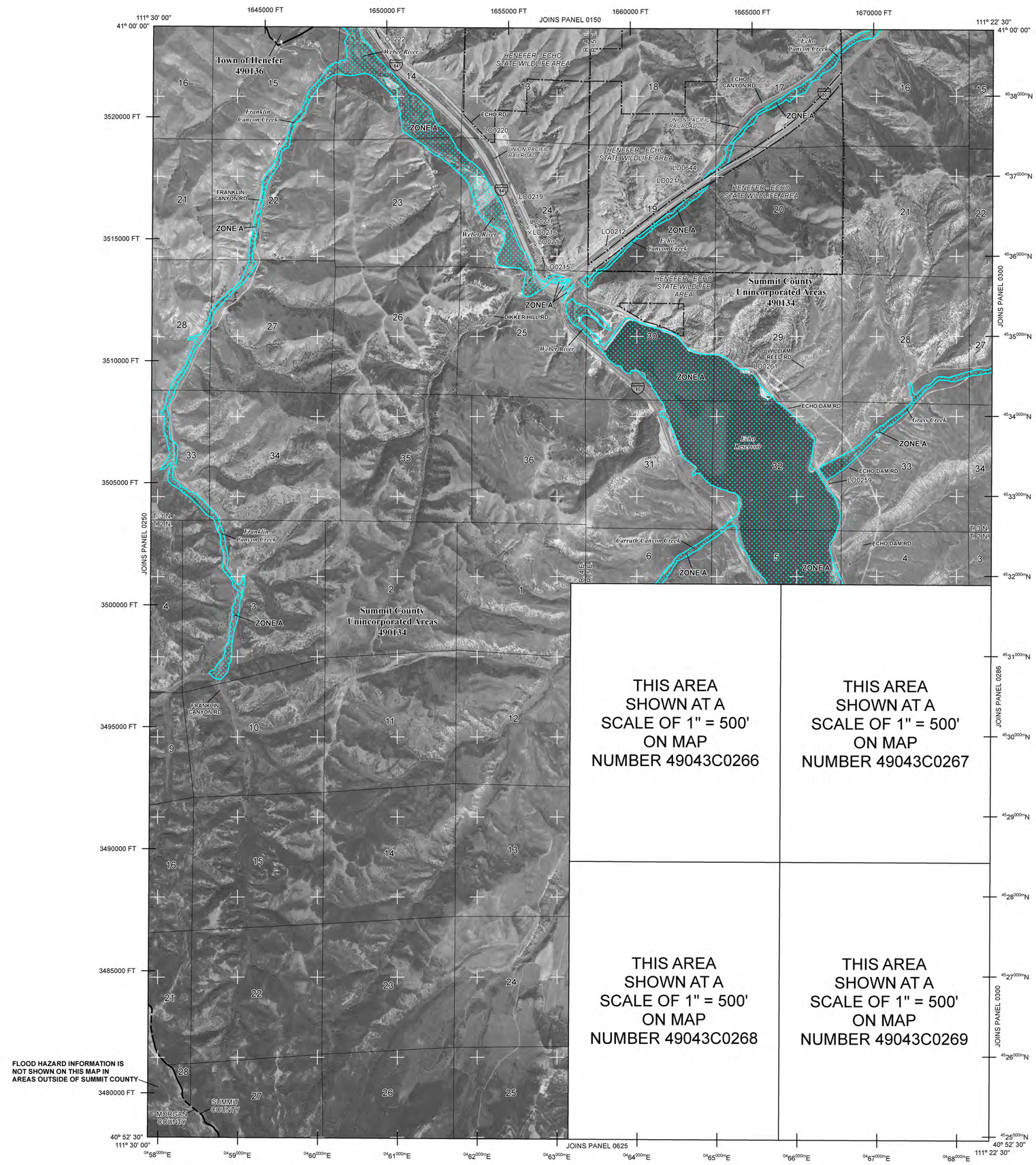
Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For Information on available products associated with this FIRM visit the **Map Service Center (MSC)** website at https://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4376000mE — 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT — 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 2000'
1000 0 1000 2000 FEET
600 0 600 1200 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0275D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 275 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HENEFER, CITY OF	490136	0275	D
SUMMIT COUNTY	490134	0275	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER 49043C0275D

MAP REVISED MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) Zone 12 N. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

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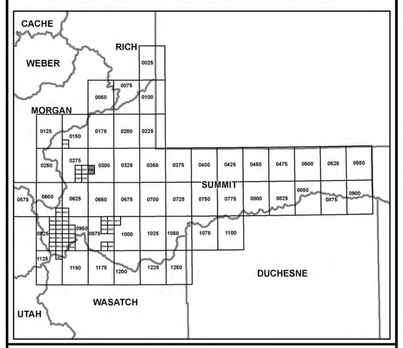
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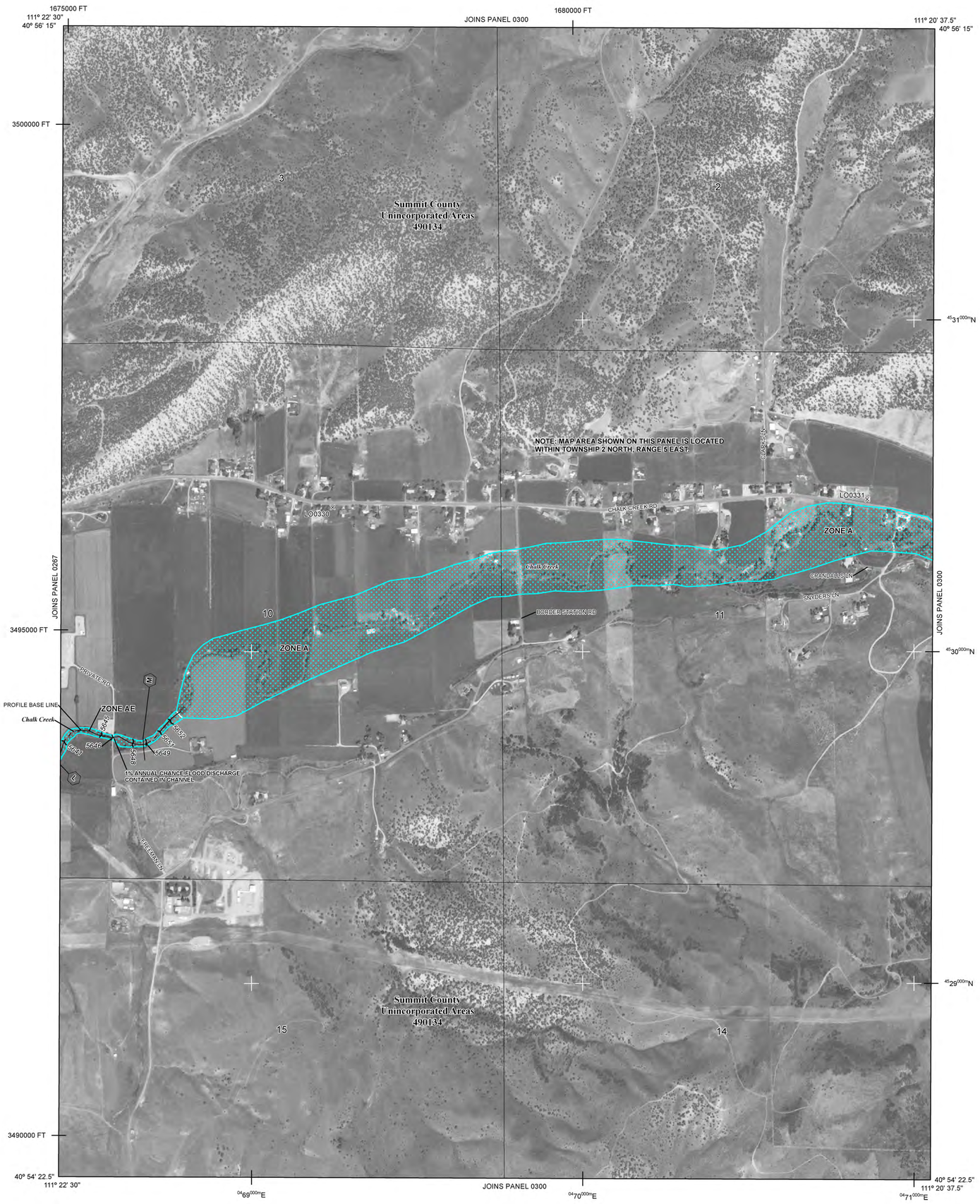
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 Base Flood Elevation line and value; elevation in feet*
- (EL 987) Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A Cross section line
- 23 — 23 Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
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- DX5510 × Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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MAP SCALE 1" = 500'
250 0 500 1000 FEET
150 0 150 300 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0286D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 286 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SUMMIT COUNTY	490134	0286	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
49043C0286D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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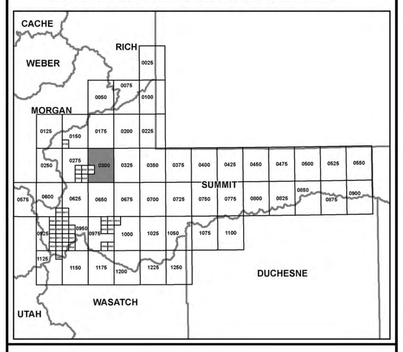
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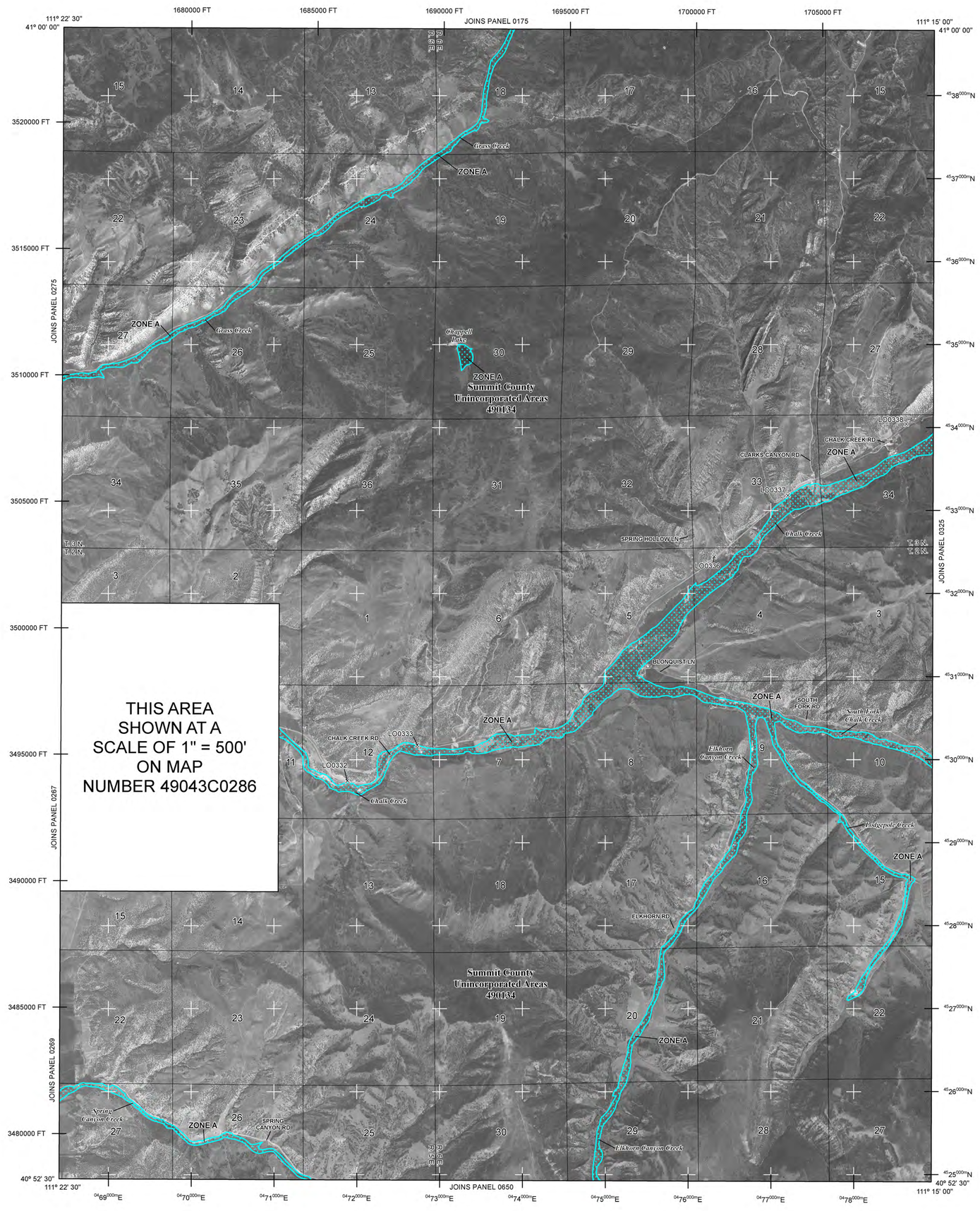
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

1% annual chance floodplain boundary
0.2% annual chance floodplain boundary
Floodway boundary
Zone D Boundary
Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
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DX5510 Bench mark (see explanation in Notes to Users section of this FIRM panel)
M1.5 River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 2000'
1000 0 1000 2000 FEET
600 0 600 1200 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0300D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 300 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SUMMIT COUNTY	490134	0300	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER 49043C0300D

MAP REVISED MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

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Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

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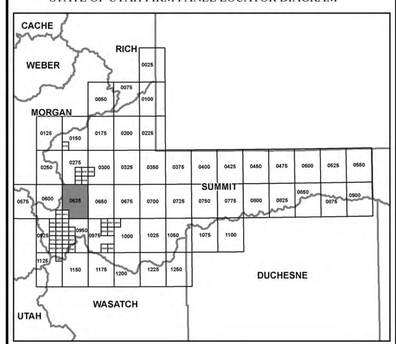
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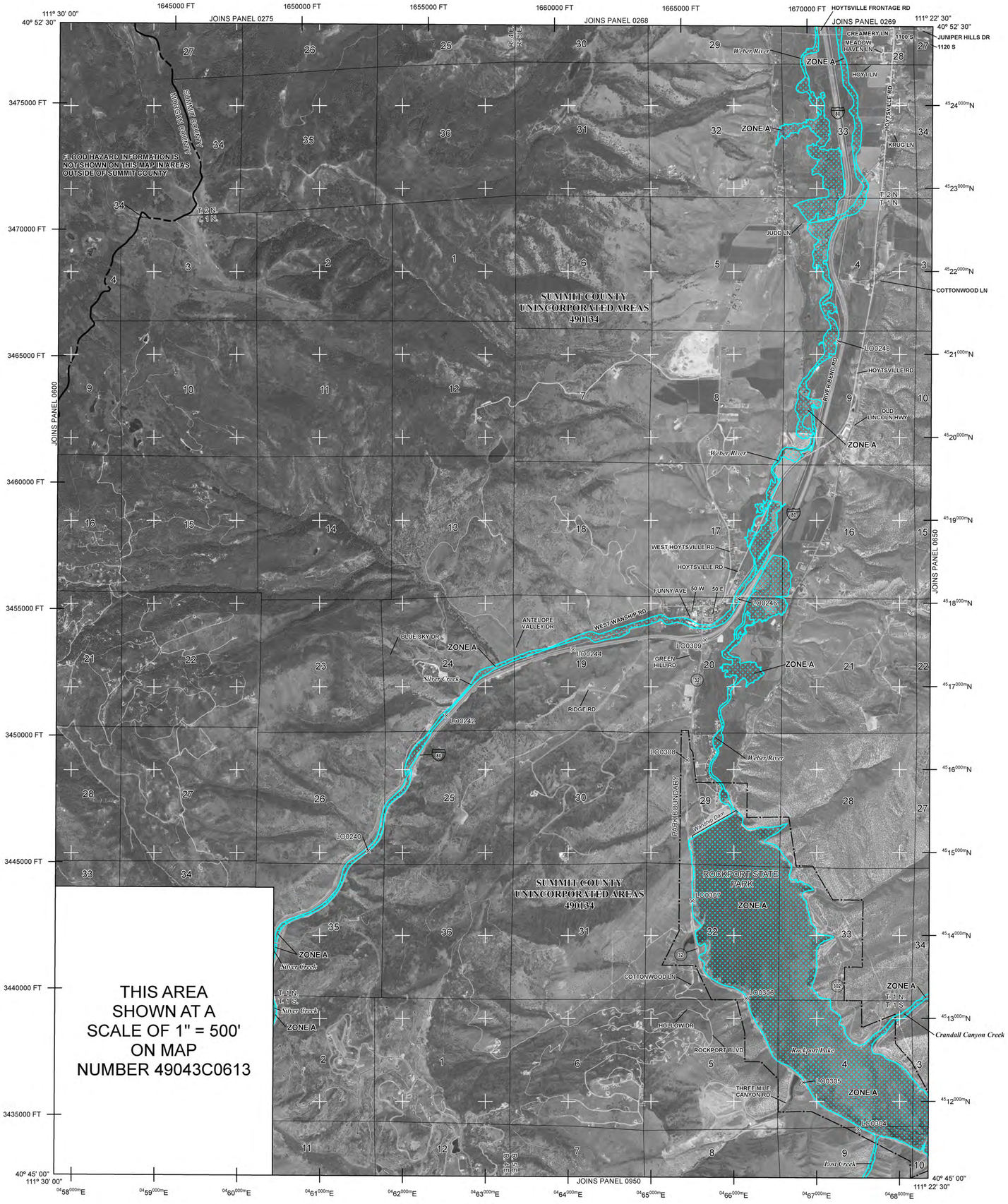
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 (EL 987) — Base Flood Elevation line and value; elevation in feet* / Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A: Cross section line
- 23 — 23: Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30": Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4576000mE: 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT: 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
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- M1.5: River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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MAP SCALE 1" = 2000'
1000 0 1000 2000 FEET
600 0 600 1200 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0625D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 625 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SUMMIT COUNTY	490134	0625	D

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MAP NUMBER 49043C0625D

MAP REVISED MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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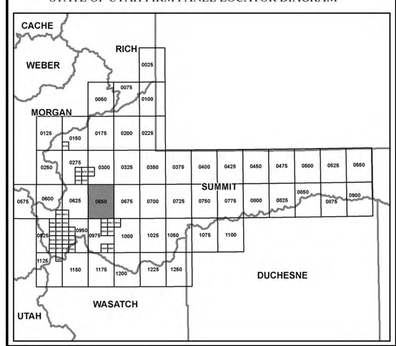
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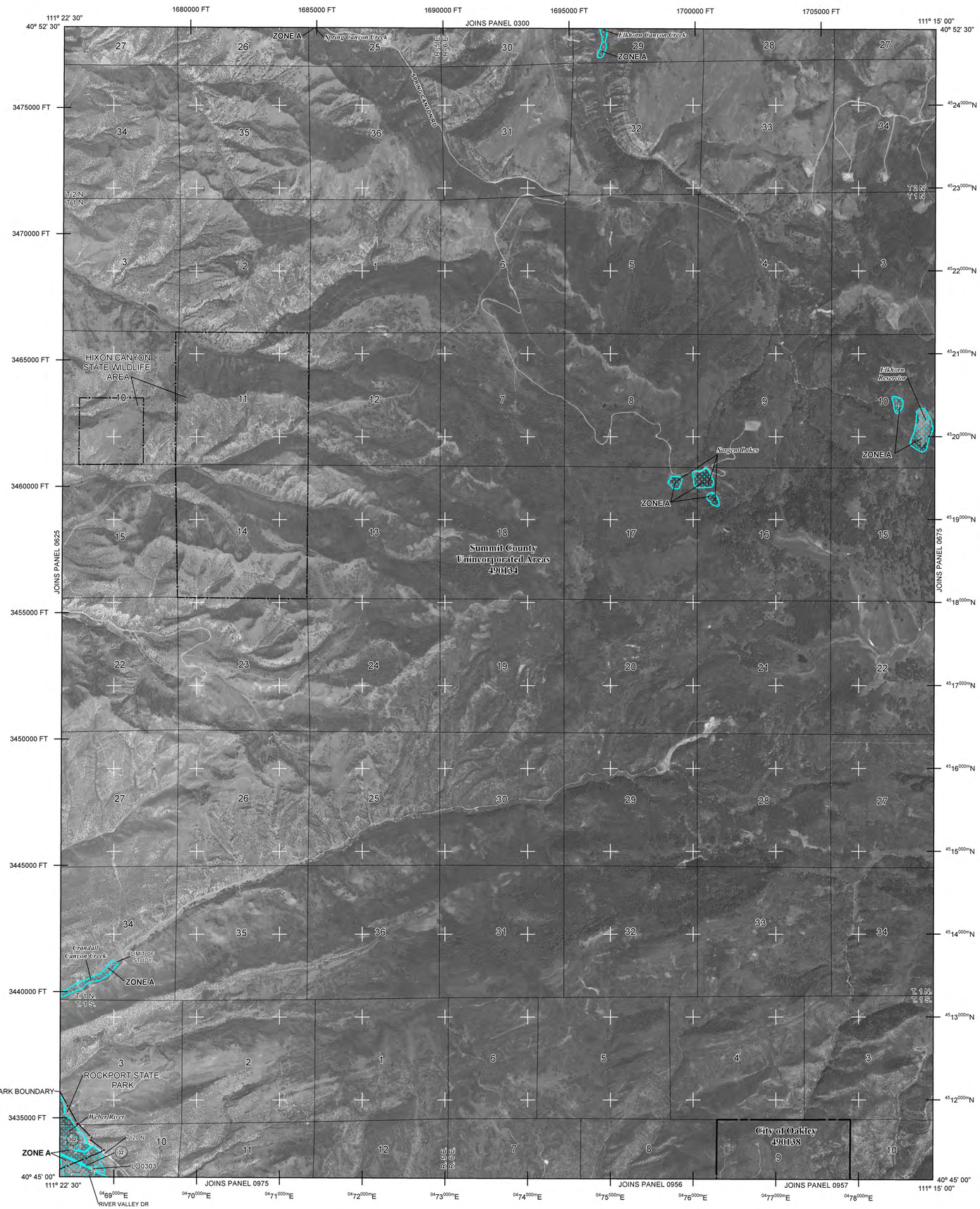
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

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1% annual chance floodplain boundary
0.2% annual chance floodplain boundary
Floodway boundary
Zone D Boundary
Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
513 — Base Flood Elevation line and value; elevation in feet*
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A — A — Cross section line
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EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

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MAP SCALE 1" = 2000'
1000 0 1000 2000 FEET
600 0 600 1200 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0650D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 650 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
OAKLEY, CITY OF	490138	0650	D
SUMMIT COUNTY	490134	0650	D

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MAP NUMBER
49043C0650D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

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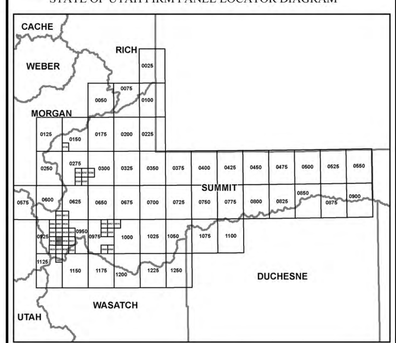
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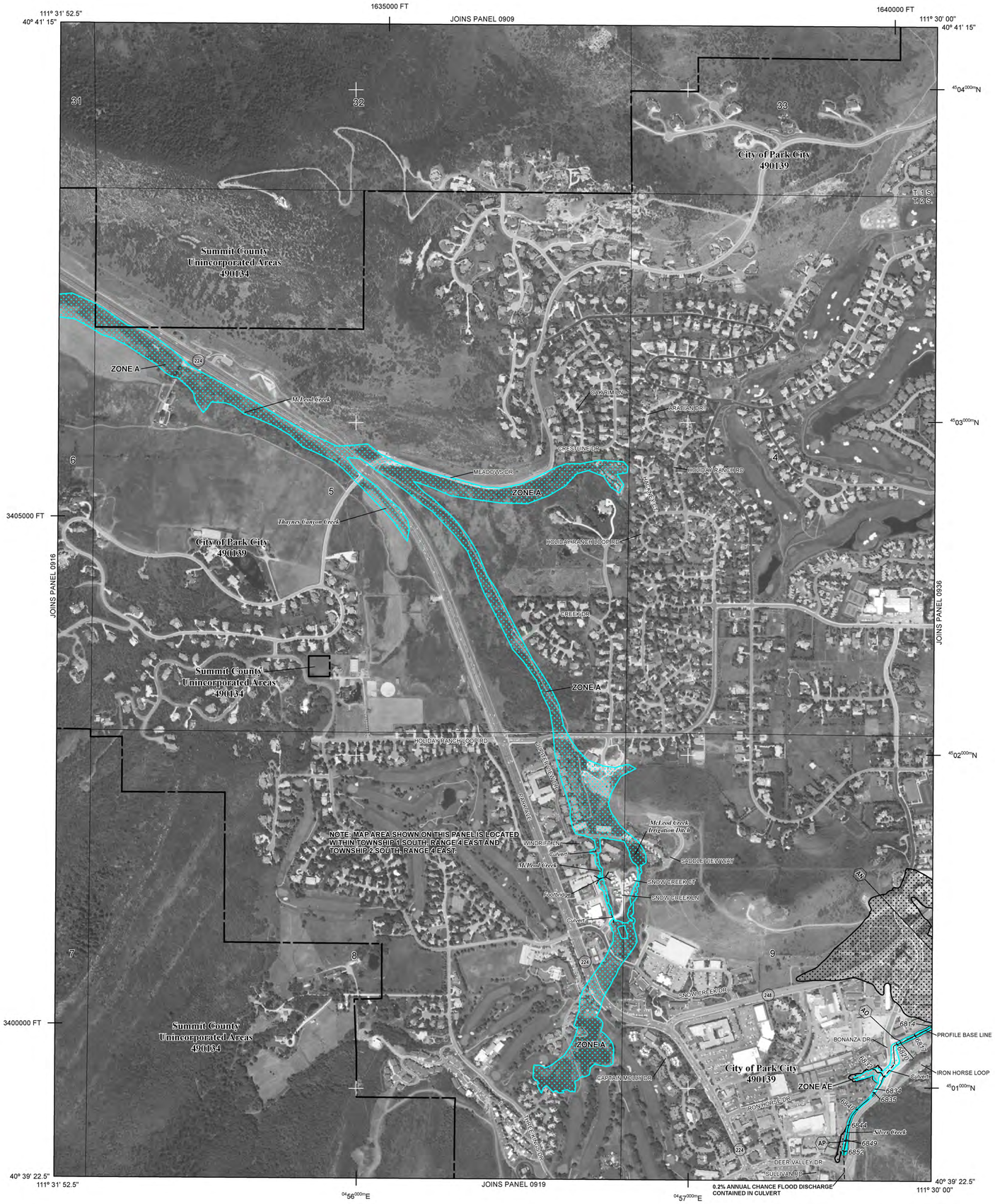
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

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MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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MAP SCALE 1" = 500'
250 0 500 1000 FEET
150 0 150 300 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0917D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 917 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
PARK CITY, CITY OF	490139	0917	D
SUMMIT COUNTY	490134	0917	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
49043C0917D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

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The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) Zone 12 N. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at https://www.ngs.noaa.gov.

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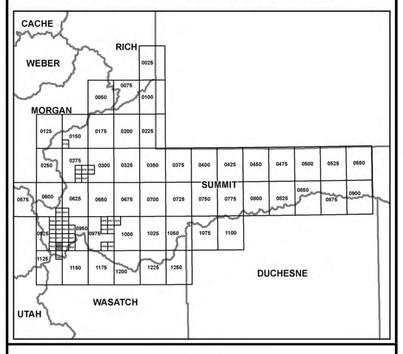
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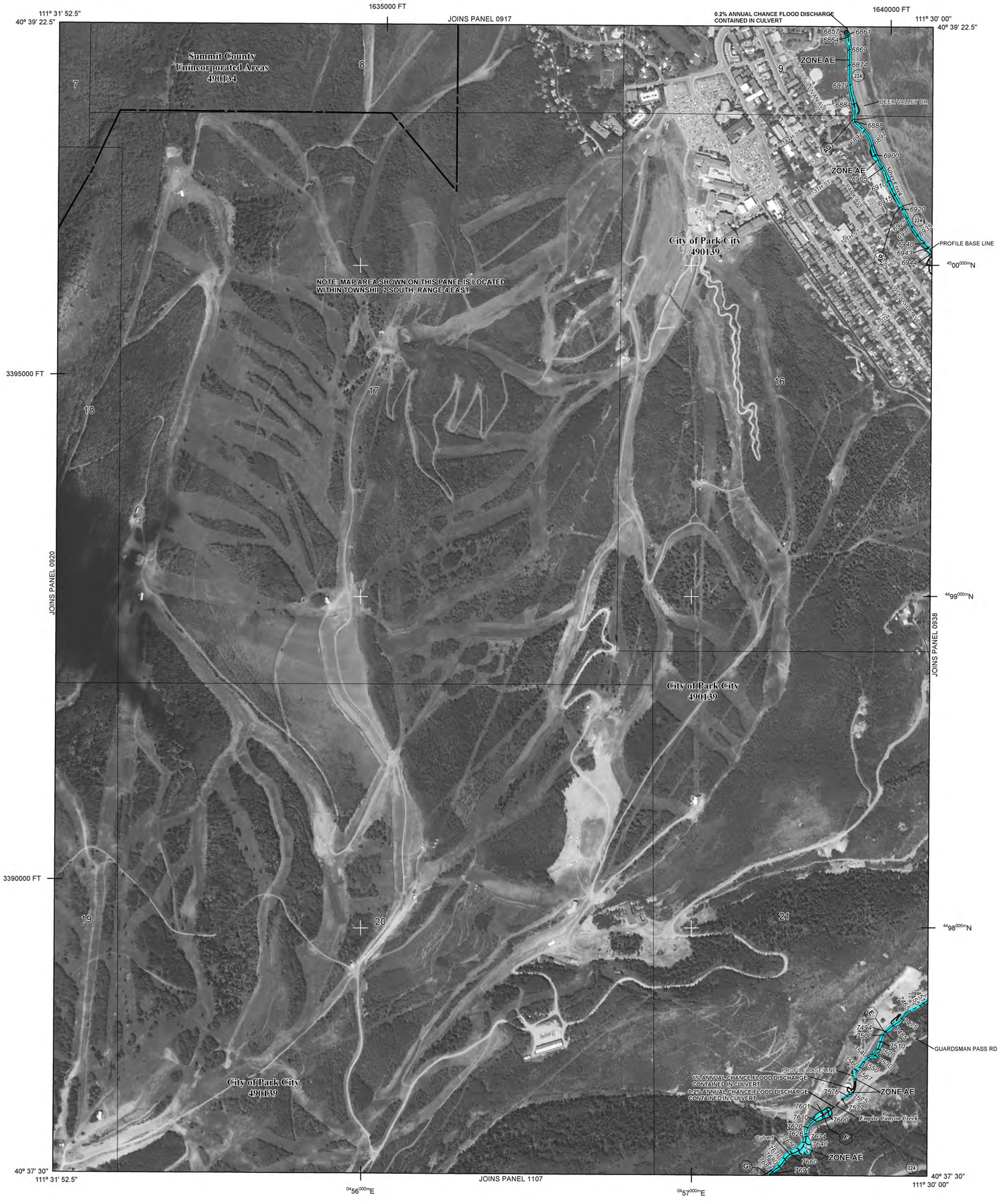
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4376 000m E — 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT — 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD
INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0919D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 919 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
PARK CITY, CITY OF	490139	0919	D
SUMMIT COUNTY	490134	0919	D

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MAP NUMBER
49043C0919D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

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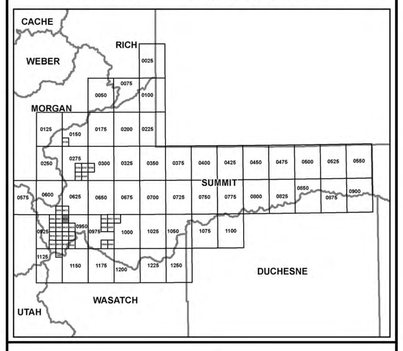
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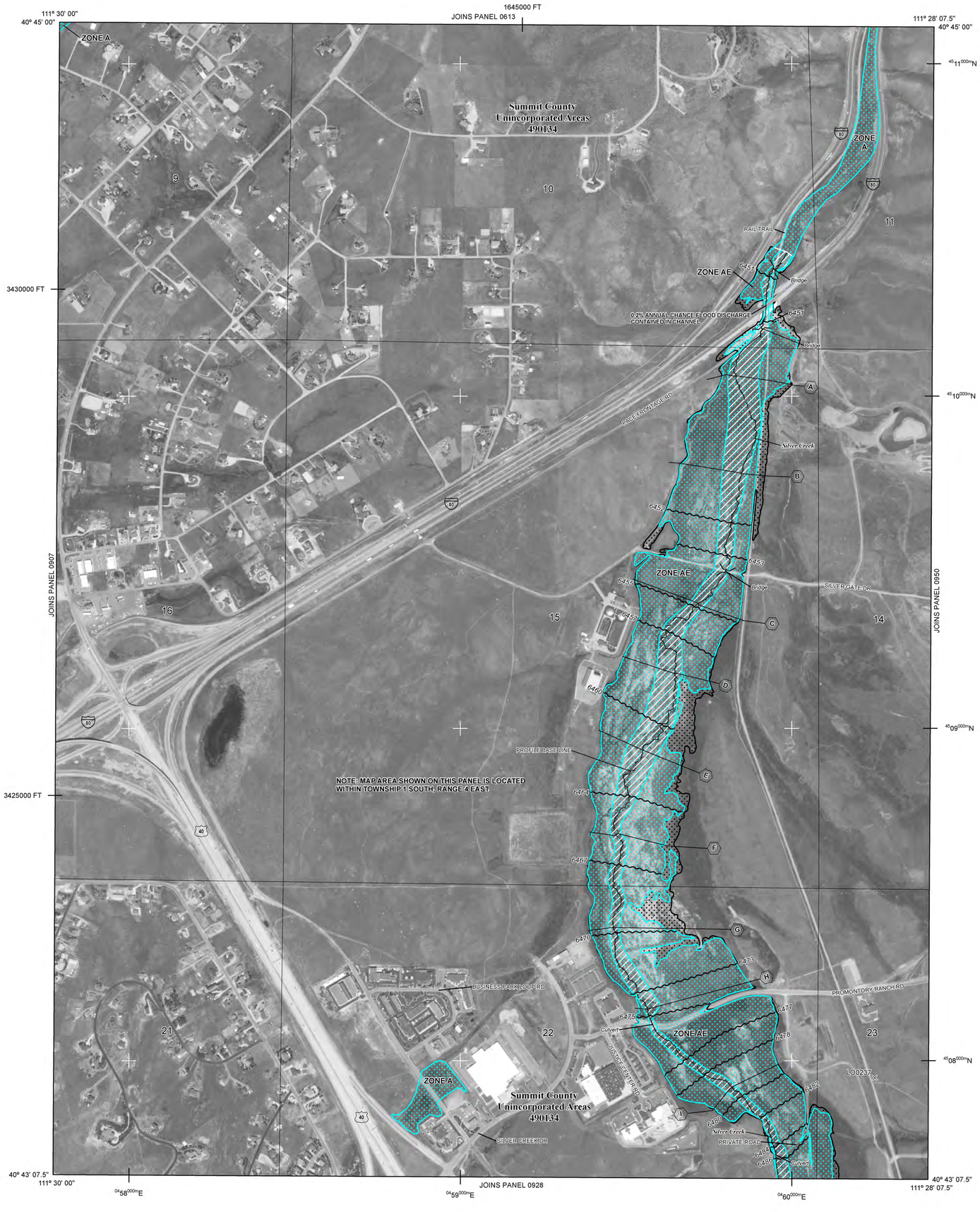
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

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FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
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- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

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- M1.5 — River Mile

MAP REPOSITORIES
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EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0926D

FIRM

FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 926 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SUMMIT COUNTY	490134	0926	D

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MAP NUMBER
49043C0926D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

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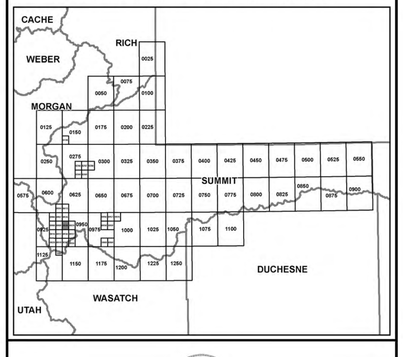
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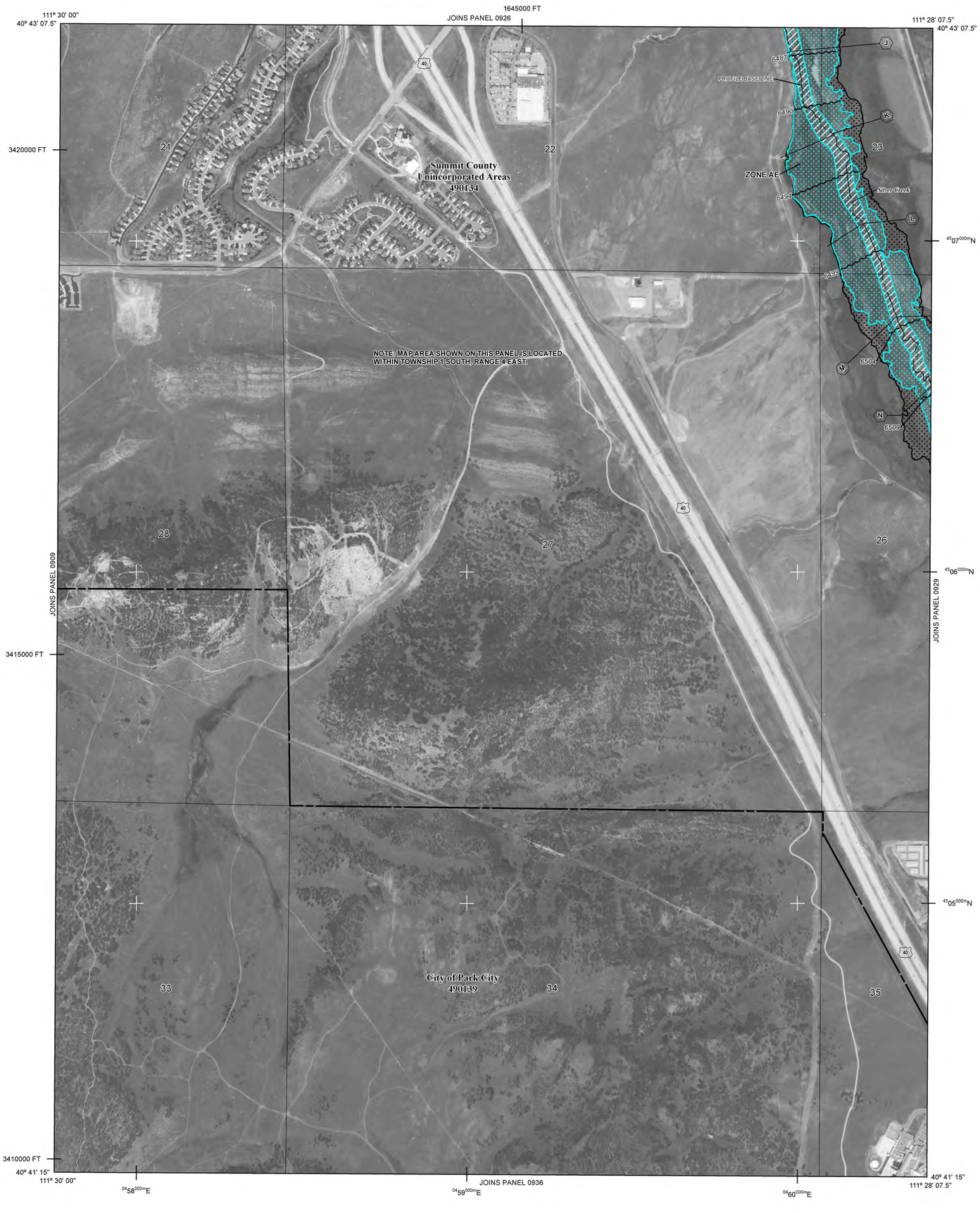
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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OTHER FLOOD AREAS

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OTHER AREAS

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EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
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To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0928D

FIRM

FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH
AND INCORPORATED AREAS

PANEL 928 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
PARK CITY, CITY OF	490139	0928	D
SUMMIT COUNTY	490134	0928	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
49043C0928D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) Zone 12 N. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at https://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from multiple sources. This information was compiled from the U.S. Geological Survey, 1989, Utah Automated Geographic Reference Center (AGRC), 2019, Summit County Information Systems, 2015, National Geodetic Survey, 2004, FEMA existing DFIRM data, 2006, USDA and Farm Service Agency Aerial Photography Field Office, 2011.

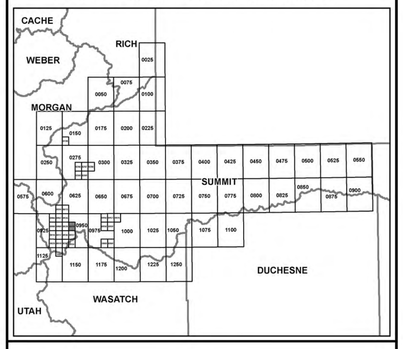
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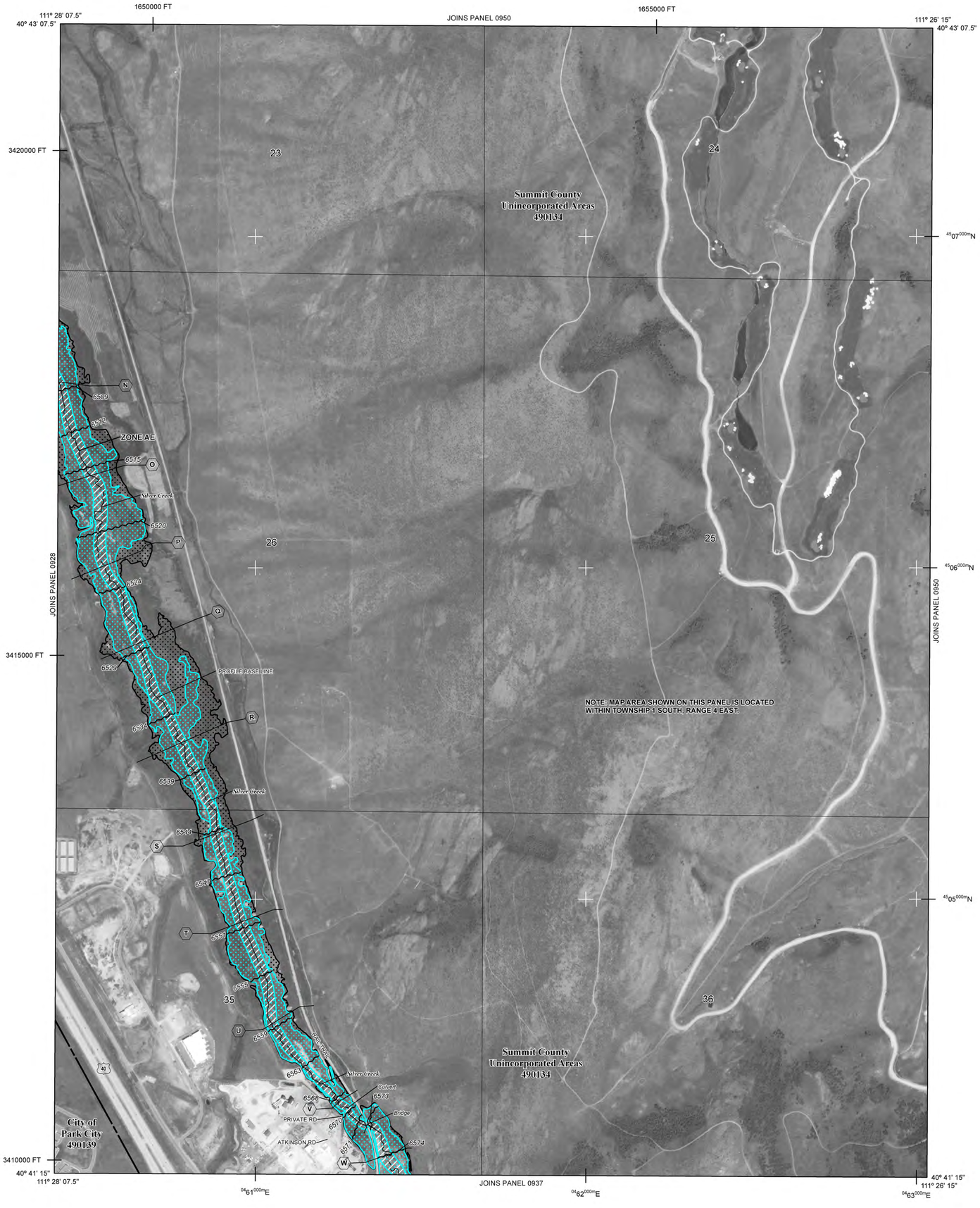
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4376000mE — 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT — 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD
INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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MAP SCALE 1" = 500'

250 0 500 1000 FEET
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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0929D

FIRM

FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH
AND INCORPORATED AREAS

PANEL 929 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
PARK CITY, CITY OF	490139	0929	D
SUMMIT COUNTY	490134	0929	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
49043C0929D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

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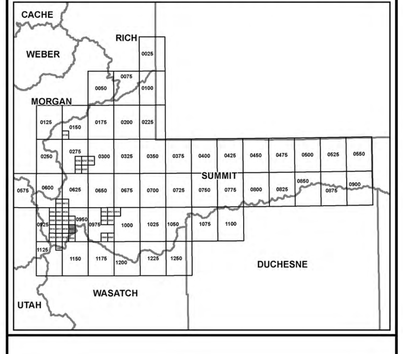
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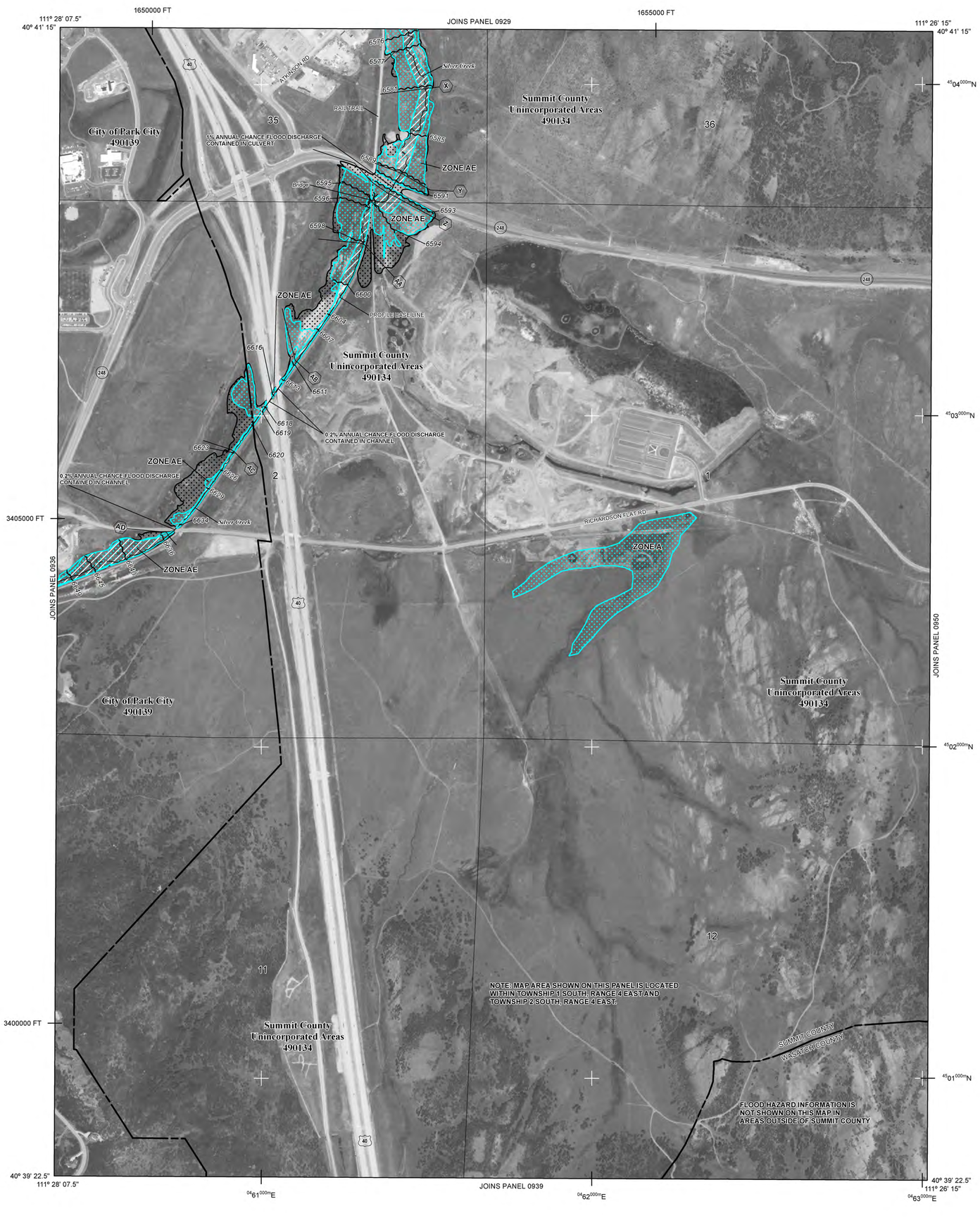
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
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- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
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- 97° 07' 30", 32° 22' 30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- $^{4}76^{000m}$E — 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT — 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
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EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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250 0 500 1000 FEET
150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0937D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH
AND INCORPORATED AREAS

PANEL 937 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
PARK CITY, CITY OF	490139	0937	D
SUMMIT COUNTY	490134	0937	D

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MAP NUMBER
49043C0937D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

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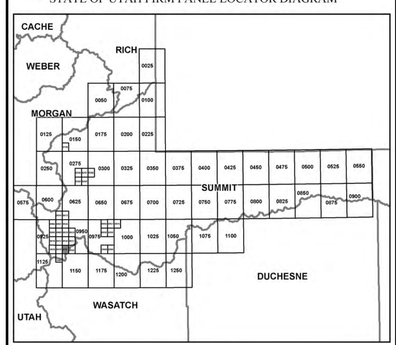
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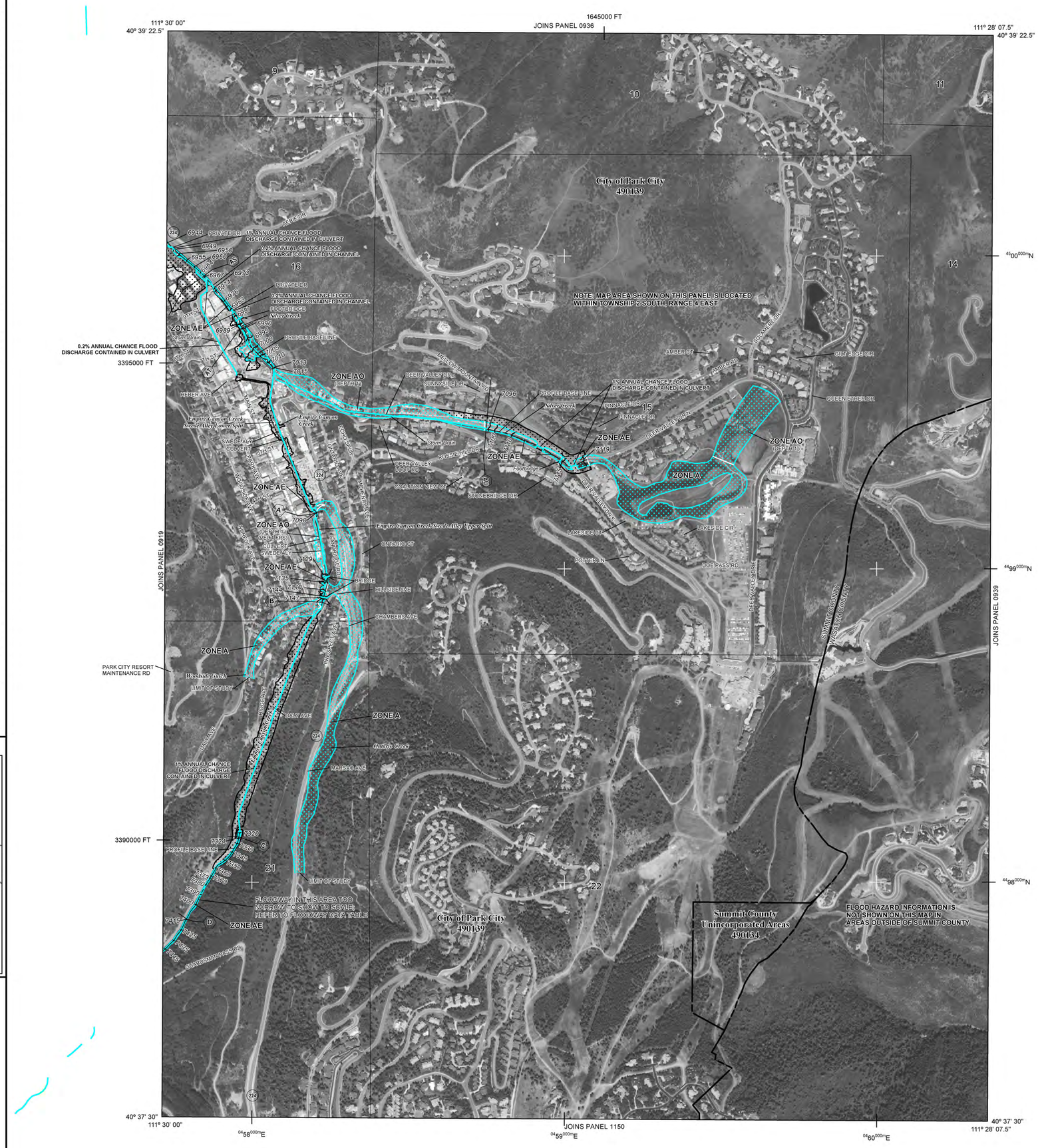
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

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FLOODWAY AREAS IN ZONE AE

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OTHER FLOOD AREAS

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OTHER AREAS

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MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
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To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'
250 0 500 1000 FEET
150 0 150 300 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0938D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 938 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
PARK CITY, CITY OF	490139	0938	D
SUMMIT COUNTY	490134	0938	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER 49043C0938D

MAP REVISED MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

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The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) Zone 12 N. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at https://www.ngs.noaa.gov.

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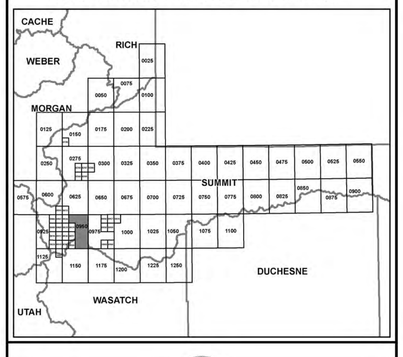
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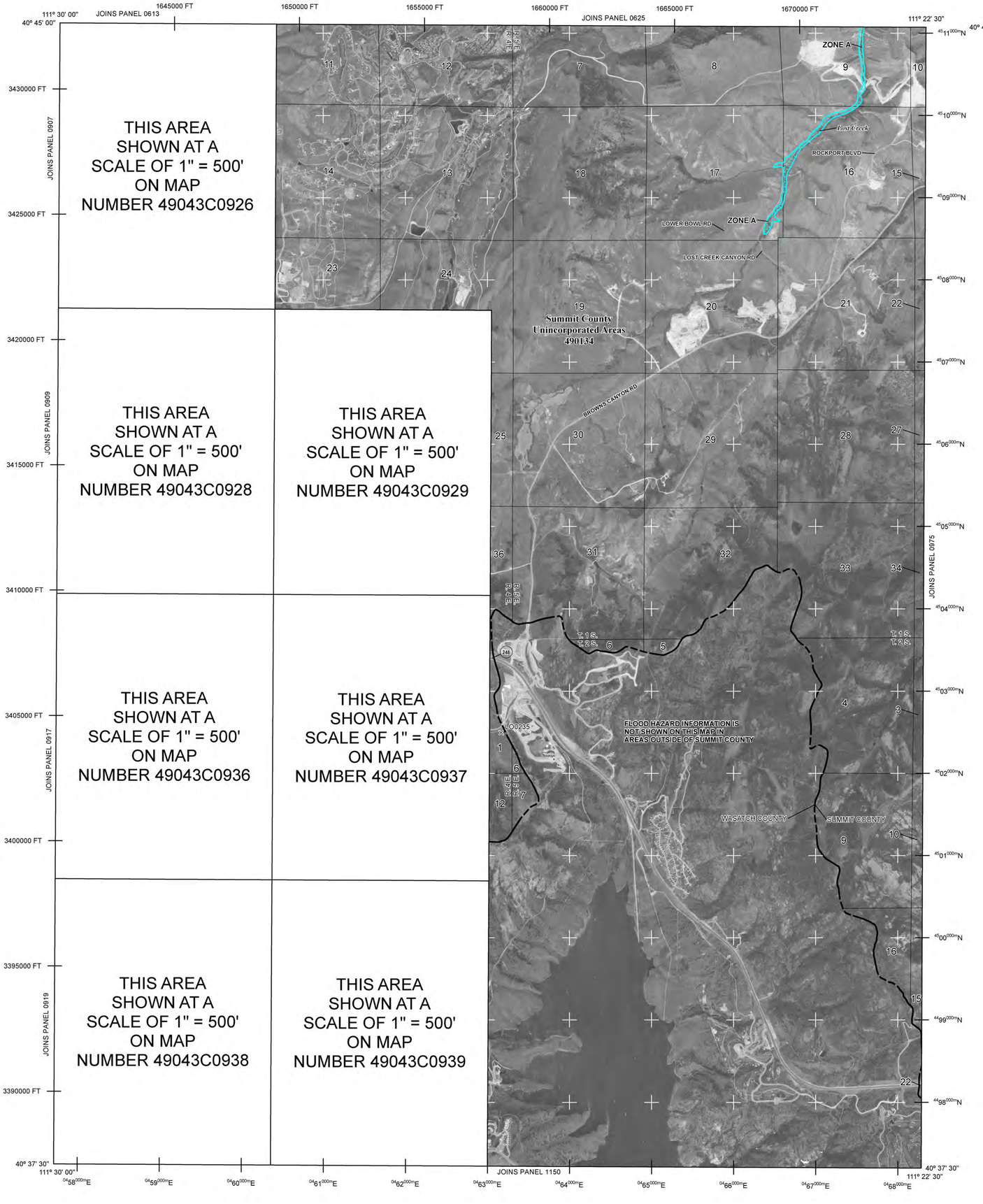
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 (EL 987) — Base Flood Elevation line and value; elevation in feet*; Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A: Cross section line
- 23 — 23: Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30": Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4576000mE: 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT: 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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MAP SCALE 1" = 2000'
1000 0 1000 2000 FEET
600 0 600 1200 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0950D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 950 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SUMMIT COUNTY	490134	0950	D

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MAP NUMBER 49043C0950D

MAP REVISED MARCH 23, 2021

Federal Emergency Management Agency

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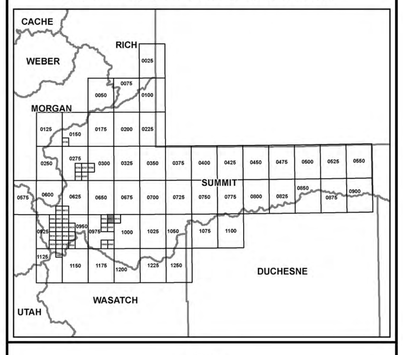
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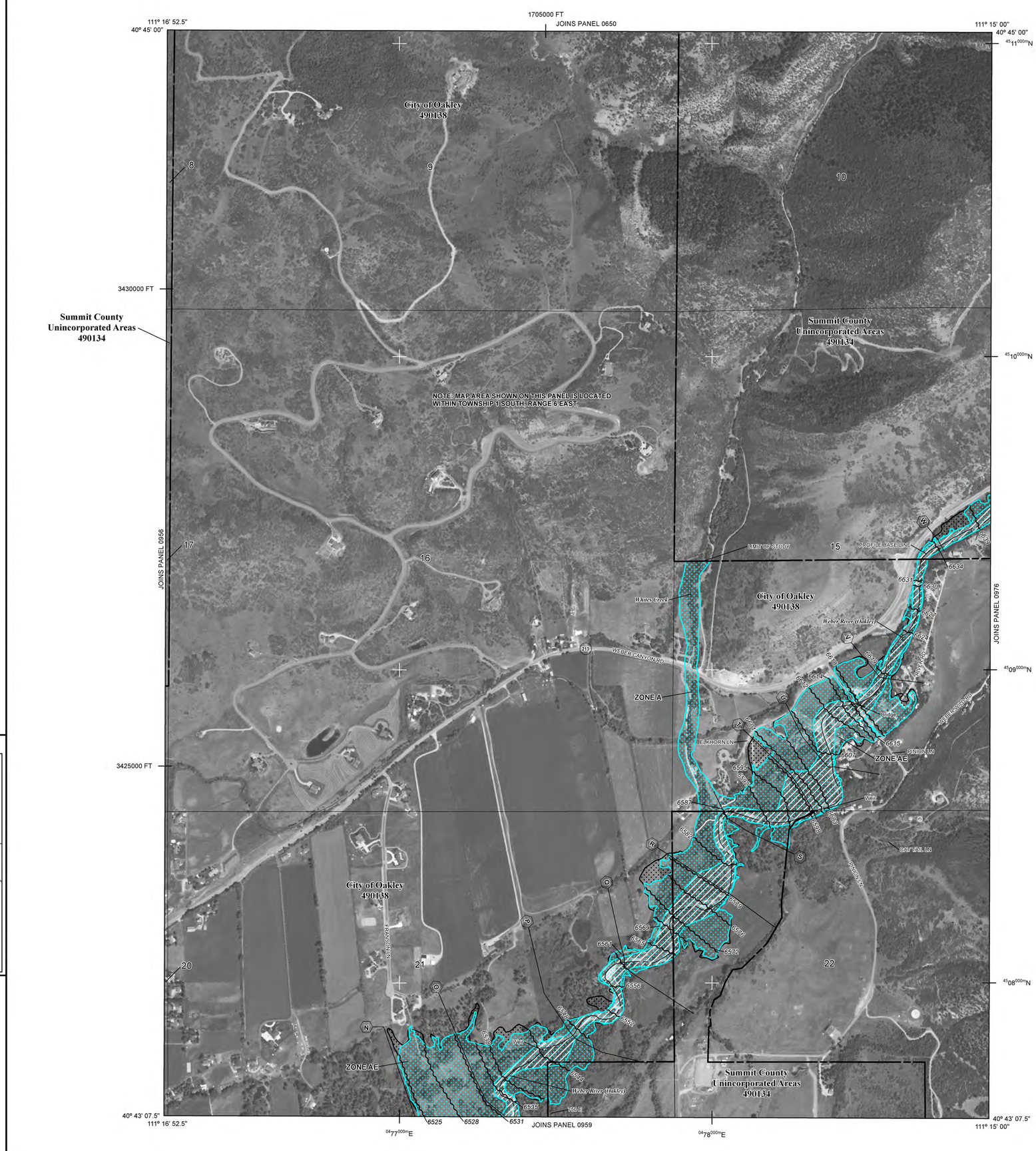
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

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EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
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250 0 500 1000 FEET

150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0957D

FIRM

FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 957 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
OAKLEY, CITY OF	490138	0957	D
SUMMIT COUNTY	490134	0957	D

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MAP NUMBER
49043C0957D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

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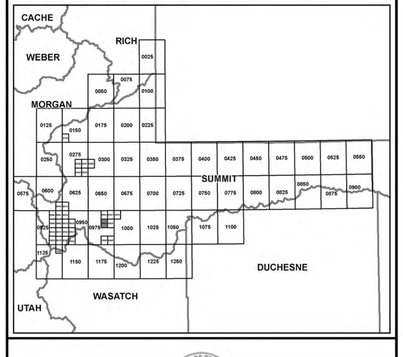
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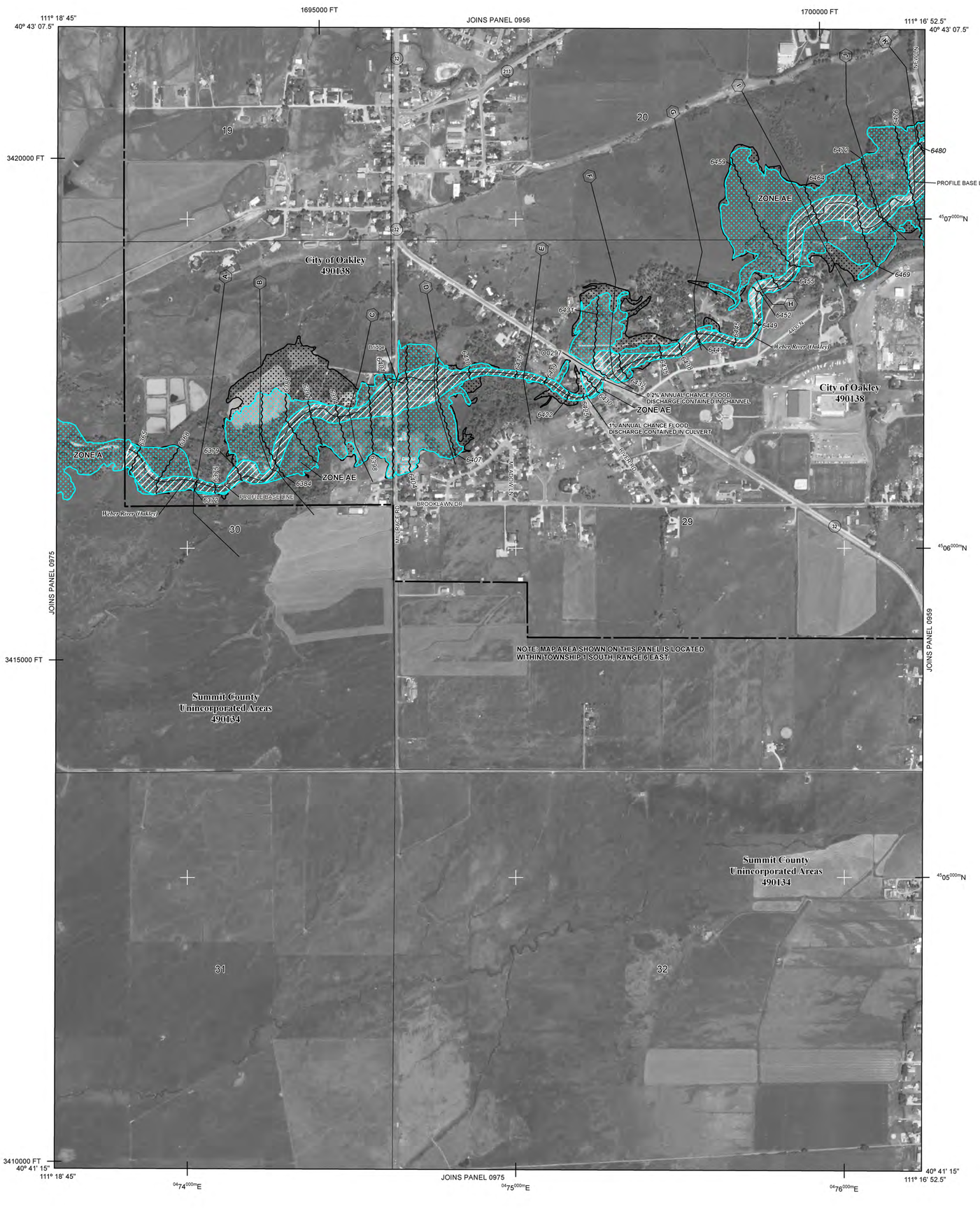
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

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OTHER FLOOD AREAS

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1% annual chance floodplain boundary
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INSURANCE RATE MAP PANEL
MARCH 16, 2006

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MAP SCALE 1" = 500'
250 0 500 1000 FEET
150 0 150 300 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0958D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH
AND INCORPORATED AREAS

PANEL 958 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
OAKLEY, CITY OF	490138	0958	D
SUMMIT COUNTY	490134	0958	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
49043C0958D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

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The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) Zone 12 N. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

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NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

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Base map information shown on this FIRM was derived from multiple sources. This information was compiled from the U.S. Geological Survey, 1989, Utah Automated Geographic Reference Center (AGRC), 2019, Summit County Information Systems, 2015, National Geodetic Survey, 2004, FEMA existing DFIRM data, 2006, USDA and Farm Service Agency Aerial Photography Field Office, 2011.

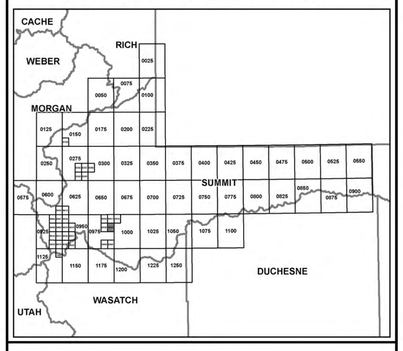
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4376000mE — 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT — 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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250 0 500 1000 FEET
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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0959D

FIRM

FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 959 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
OAKLEY, CITY OF	490138	0959	D
SUMMIT COUNTY	490134	0959	D

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MAP NUMBER
49043C0959D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

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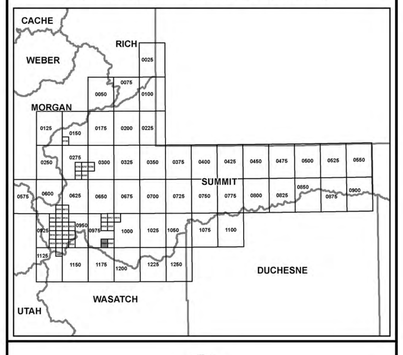
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

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OTHER AREAS

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ZONE D	Areas in which flood hazards are undetermined, but possible.

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- 513 (EL 987) — Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

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- 23 — 23: Transect line
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MAP REPOSITORIES
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EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0968D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 968 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRANCIS, TOWN OF	490199	0968	D
KAMAS, CITY OF	490137	0968	D
SUMMIT COUNTY	490134	0968	D

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MAP NUMBER
49043C0968D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

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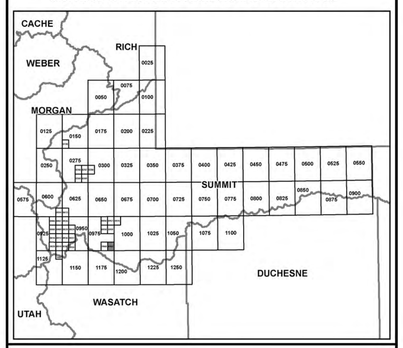
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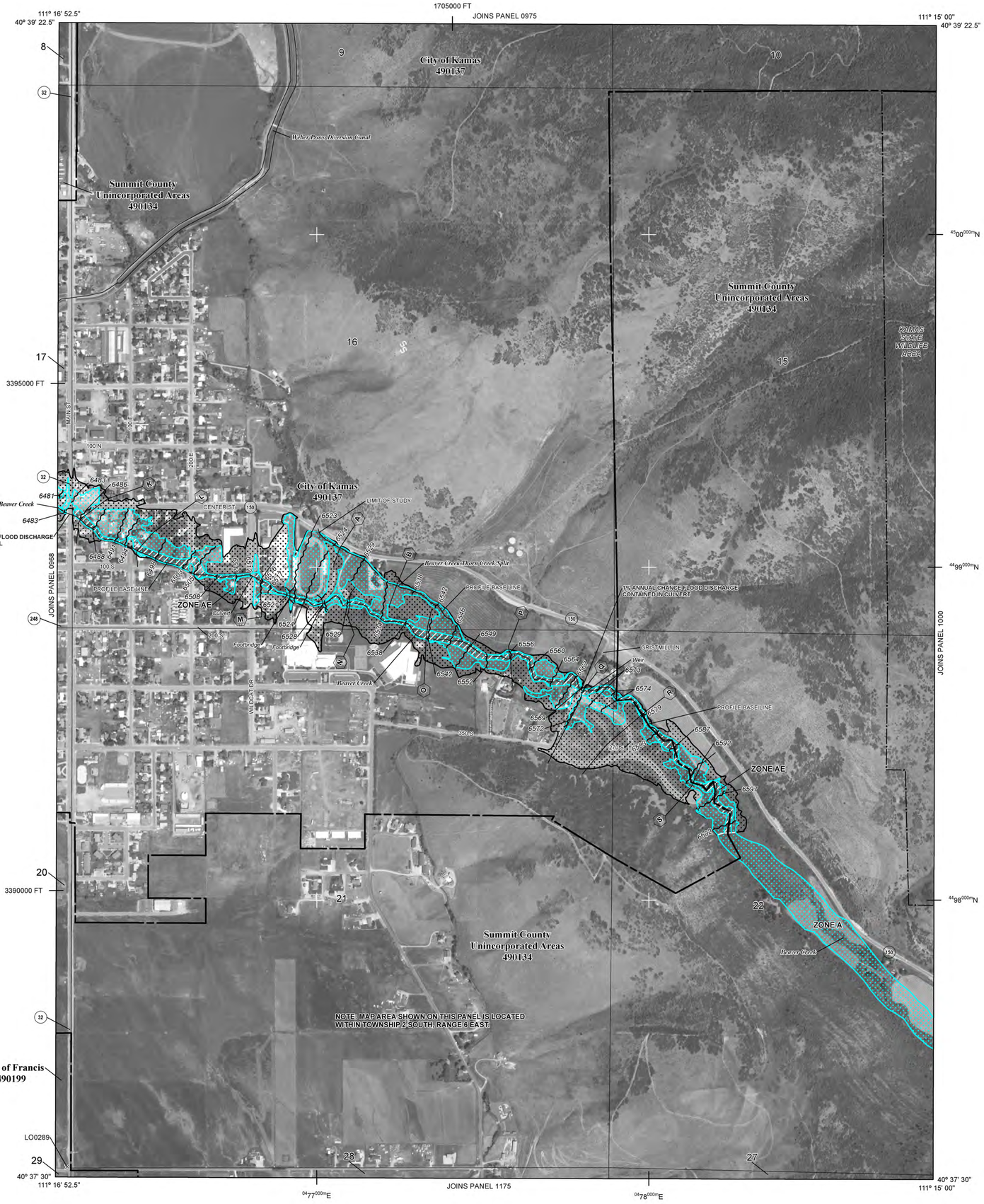
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

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FLOODWAY AREAS IN ZONE AE

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OTHER FLOOD AREAS

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MARCH 16, 2006

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NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0969D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 969 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FRANCIS, TOWN OF	490199	0969	D
KAMAS, CITY OF	490137	0969	D
SUMMIT COUNTY	490134	0969	D

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MAP NUMBER
49043C0969D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

NOTES TO USERS

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Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

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NGS Information Services
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National Geodetic Survey
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1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

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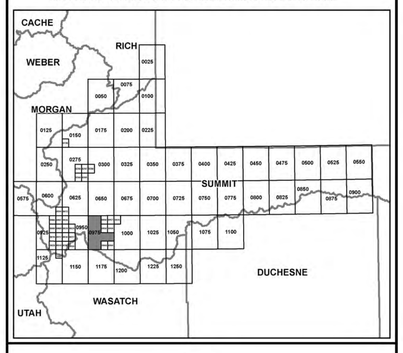
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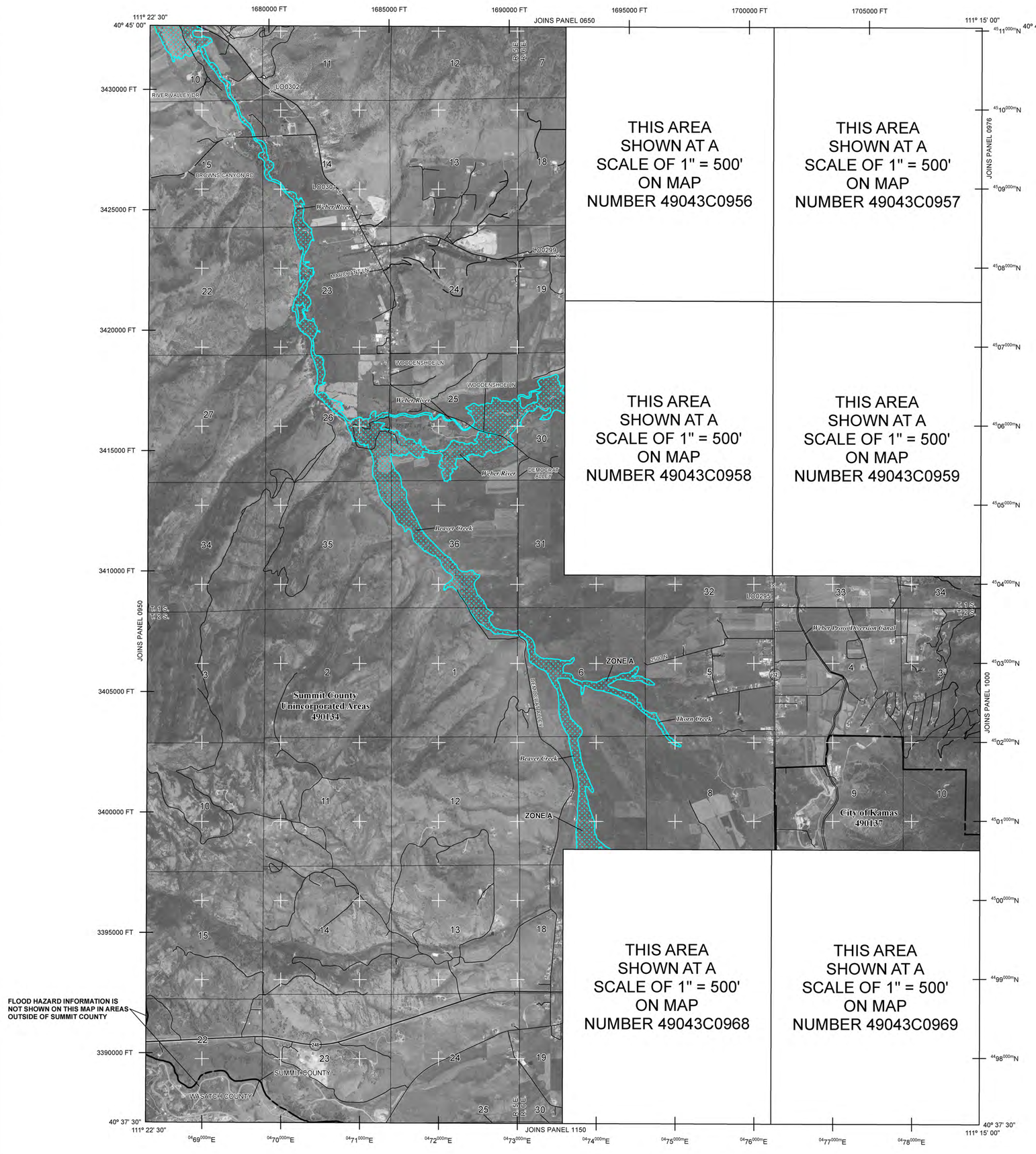
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4376000m E — 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT — 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

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MAP SCALE 1" = 2000'
1000 0 1000 2000 FEET
600 0 600 1200 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0975D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 975 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
KAMAS, CITY OF	490137	0975	D
SUMMIT COUNTY	490134	0975	D

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MAP NUMBER 49043C0975D

MAP REVISED MARCH 23, 2021

Federal Emergency Management Agency

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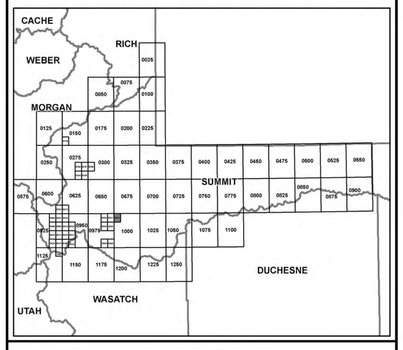
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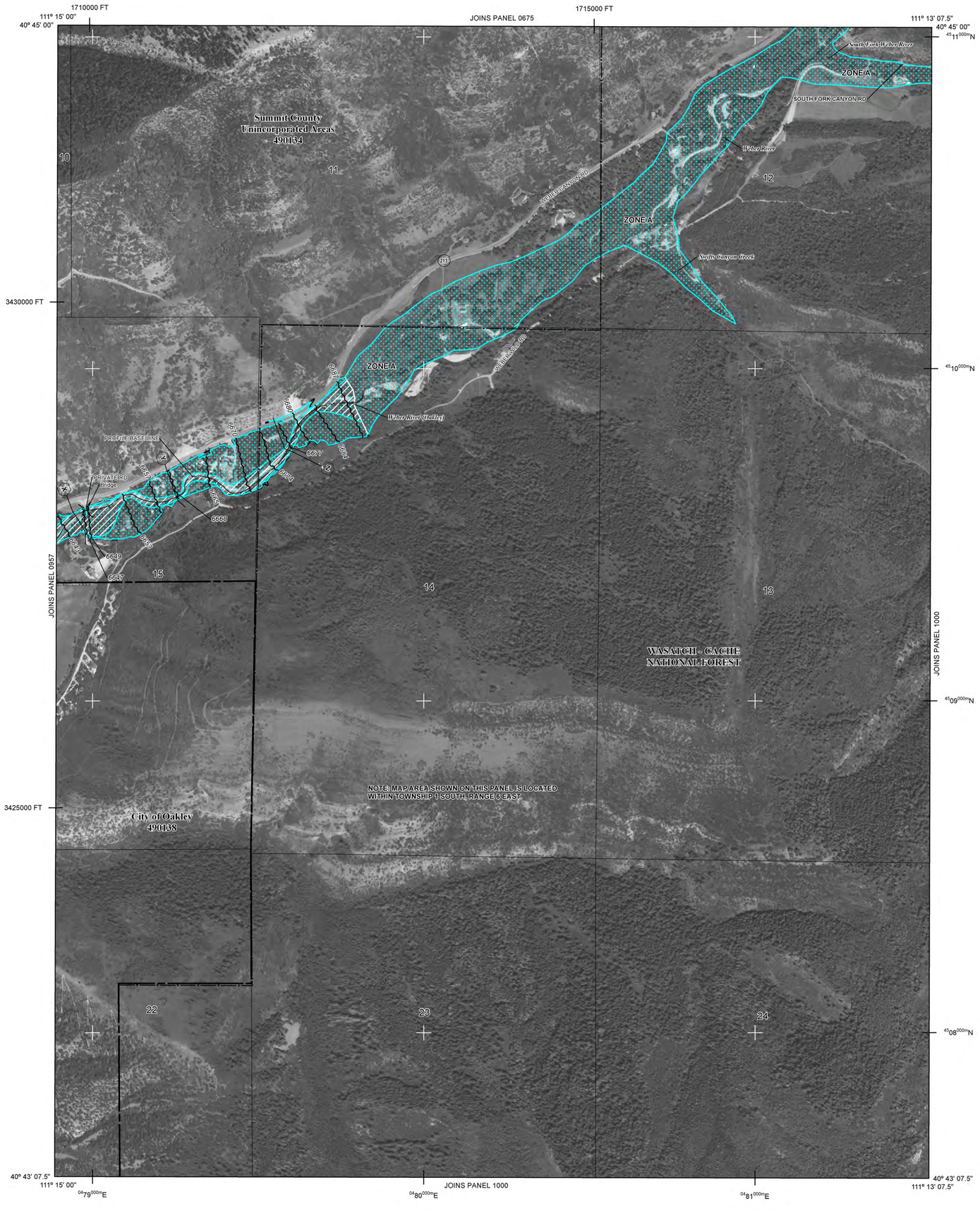
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

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EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
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MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0976D

FIRM

FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 976 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
OAKLEY, CITY OF	490138	0976	D
SUMMIT COUNTY	490134	0976	D

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MAP NUMBER
49043C0976D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

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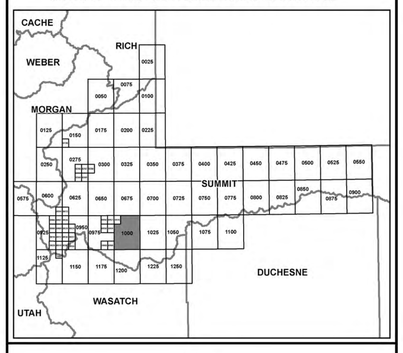
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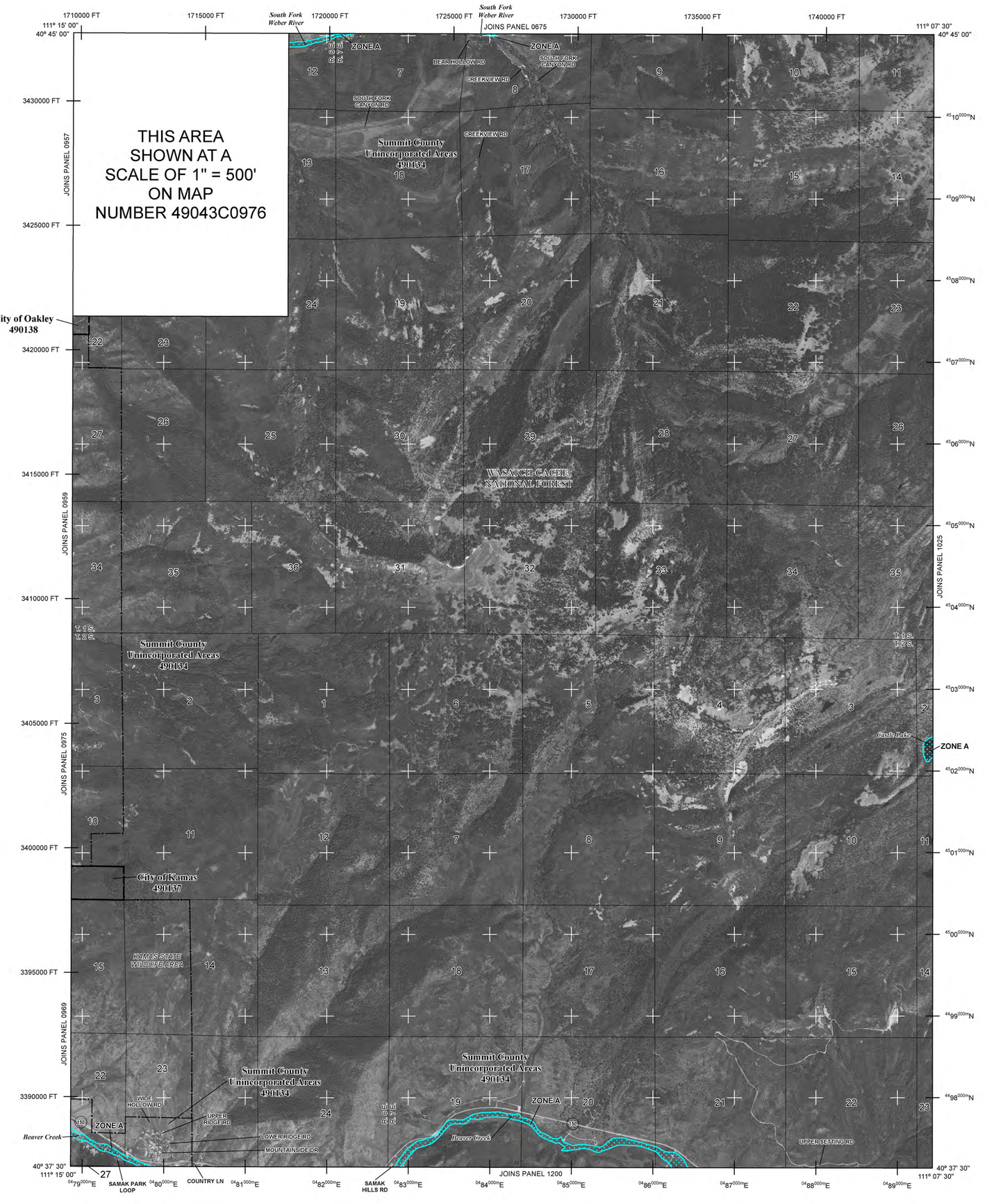
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STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

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NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1000D

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH
AND INCORPORATED AREAS

PANEL 1000 OF 1250
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

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MAP REVISED
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Federal Emergency Management Agency

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) Zone 12 N. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at https://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at https://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from multiple sources. This information was compiled from the U.S. Geological Survey, 1989, Utah Automated Geographic Reference Center (AGRC), 2019, Summit County Information Systems, 2015, National Geodetic Survey, 2004, FEMA existing DFIRM data, 2006, USDA and Farm Service Agency Aerial Photography Field Office, 2011.

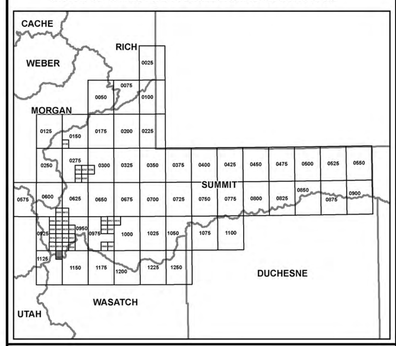
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For Information on available products associated with this FIRM visit the **Map Service Center (MSC)** website at https://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have **questions about this map**, how to order products or the National Flood Insurance Program in general, please call the **FEMA Mapping and Insurance eXchange (FMIX)** at **1-877-FEMA-MAP** (1-877-336-2627) or visit the FEMA website at to https://www.fema.gov/national-flood-insurance-program

STATE OF UTAH FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D Boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- Culvert, Flume, Penstock or Aqueduct
- Road or Railroad Bridge
- Footbridge
- 97° 07' 30", 32° 22' 30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 4376000mE — 1000-meter Universal Transverse Mercator grid values, Zone 12N
- 600000 FT — 5000-foot grid ticks: Utah State Plane coordinate system, North Zone (FIPS 4301), Transverse Mercator Projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP PANEL
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
MARCH 23, 2021 - to update corporate limits, to change Base Flood Elevations and Special Flood Hazard Areas, to add Base Flood Elevations and Special Flood Hazard Areas, to add roads and road names, to reflect updated topographic information, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET
150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1107D

FIRM

FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 1107 OF 1250

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
PARK CITY, CITY OF	490139	1107	D
SUMMIT COUNTY	490134	1107	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
49043C1107D

MAP REVISED
MARCH 23, 2021

Federal Emergency Management Agency

STAFF REPORT

To:	Summit County Council
From:	Kirsten Whetstone, MS, AICP
Date of Meeting:	March 3, 2021
Type of Item:	Rezone and Master Planned Development (MPD) – Public Hearing and Possible Action
Process:	Legislative

RECOMMENDATION: Staff recommends the Summit County Council conduct a public hearing and consider approving an application for Mountainside Storage Rezone and Master Planned Development (MPD) and an Ordinance amending the Zoning Map..

Project Description

Project Name:	Mountainside Storage (previously known as Extra Space Storage) Rezone and MPD/CUP
Applicant(s):	Dan Meyer
Property Owner(s):	Redoubt Excavation, Inc. PO Box 897, Heber City, UT 84032
Location:	2361 West SR 248
Existing Zone District:	Agriculture- 5 (AG-5)
Parcel Number and Size:	Parcel # CD-425 (13.28 acres)
Type of Process:	Legislative Rezone and Master Planned Development
Final Land Use Authority:	Summit County Council

Purpose of the Meeting
The purpose of this meeting is to conduct a public hearing, review the application and Draft Development Agreement, and consider approving an application for a Rezone and Master Planned Development in Eastern Summit County.

Planning Commission Action
Eastern Summit County Planning Commission reviewed the application in work sessions, conducted several public hearings, and on December 3, 2020, voted unanimously to forward a positive recommendation to the County Council to approve a rezone of this property from AG-5 to Commercial (C) and to approve a Master Planned Development for commercial storage, contractor offices, and manager's apartment, subject to a Development Agreement.

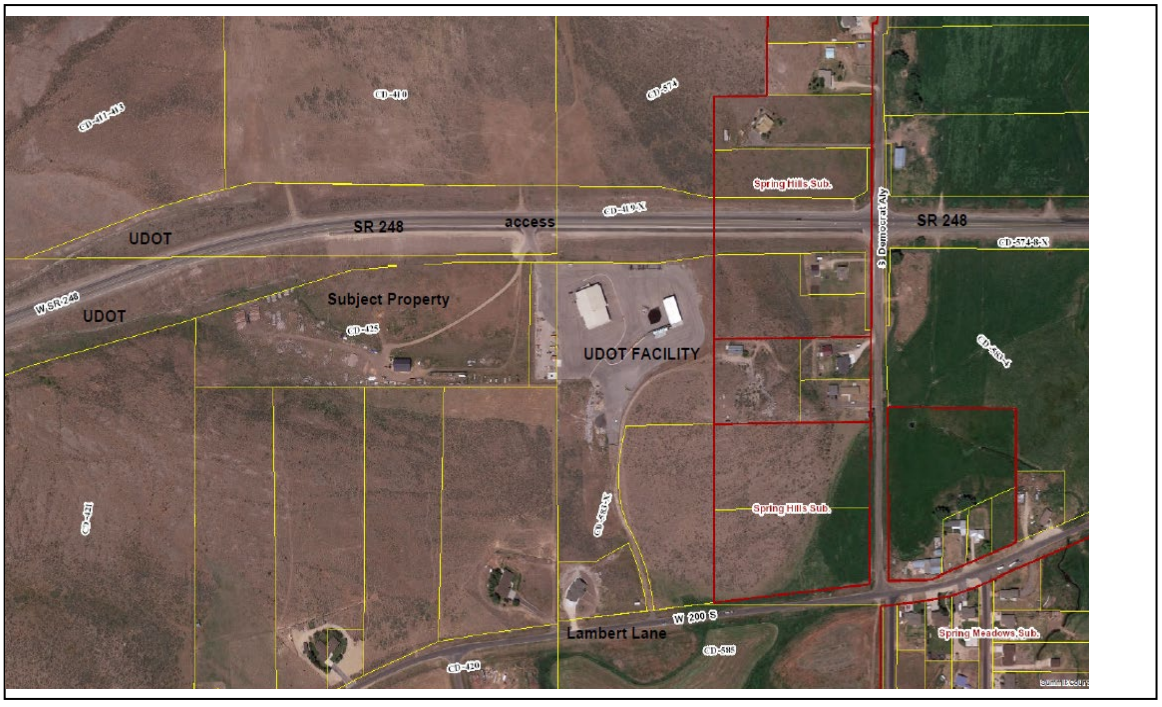
Proposal

The applicant, Dan Meyer, requests approval to rezone Parcel CD-425 from Agriculture Grazing 5 (AG-5) to Commercial (C). The applicant's revised letter is attached as **Exhibit A**. As required by the Development Code, the applicant submitted a Master Planned Development (MPD) for a commercial self-storage facility and contractor offices, with the rezone request. The applicant's revised development plans are attached as **Exhibit B**.

The applicant proposes development of the 13.28-acre parcel in two phases. Phase 1 is proposed for a two-story building, Building A, consisting of 2,400 sf (including an accessory manager's dwelling unit) and 575 commercial self-storage units (126,640 sf) ranging in size from 50 sf to 600 sf within ten buildings (Buildings B – K). Phase 2 is proposed to consist of approximately 370 storage units (77,650 sf) or alternatively 150 storage units and four 2,000 sf (8,000 sf total) contractor offices with associated warehousing and storage.

If a rezone is approved for a parcel, that parcel is eligible, unless restricted by an MPD and/or Development Agreement, for uses currently listed as allowed, conditional or low impact on the Use Table in Chapter 3 of the Eastern Summit County Development Code (linked here) (also attached as **Exhibit C**). The applicant stipulates to restricting use of the property with a Master Planned Development subject to a recorded Development Agreement. Regulations pertaining to the Commercial district are attached as **Exhibit D**. Warehousing and Commercial Storage require a Conditional Use Permit in the Commercial District, with final approval by the Planning Commission. If Council approves the rezone and accompanying MPD, then a Conditional Use Permit application will be reviewed by the Planning Commission and a public hearing will be conducted.

Vicinity Map





Zoning

The 13.28- acre property is owned by Redoubt Excavation, Inc. Located on the south side of SR 248, approximately ½ mile west of Democrat Alley, the property is addressed as 2361 W SR 248 (aka 2170 W Hwy 248). The parcel is not part of a recorded subdivision and is not contiguous to Kamas City limits and is also not within the Kamas Annexation Declaration Area. No wetlands or streams are evident on the USFW wetlands mapper (**Exhibit E**).

Background

On June 7, 2000, Mr. Chappell, property owner at the time, was granted a Conditional Use Permit to construct a 6,000 square foot structure on the property. On November 20, 2002, a Conditional Use Permit for a log processing operation (Chappell Log Homes) was approved by the Eastern Summit County Planning Commission (**Exhibit F**). The CUP allows outdoor storage with a 6' high screening fence associated with the log processing operation. The property contains a large structure utilized for lumber processing. There is ongoing storage of lumber and miscellaneous equipment storage as well as a fenced enclosure associated with the CUP.

Access to the property is from SR 248 directly west of the UDOT storage facility, on the south side of SR 248. The shared access drive is paved from SR 248 to the individual entry gates of both properties (subject property and the UDOT storage site). Striped and marked deceleration/acceleration turn lanes are provided on SR 248 for traffic control from both easterly and westerly directions.

On November 7, 2019, the Planning Commission discussed the proposal in a work session and provided direction to proceed with notification for a public hearing. The Commission indicated that the four criteria required for a Zoning Map amendment could be met. On December 5,

2019, the Commission held a public hearing and discussed restricting uses of the property to the proposed use and allowing other less intense commercial uses such as contractor offices. Public input was provided at the meeting and in emails prior (**see Exhibit G**). Public comment was primarily opposed to the storage use in the proposed location and included concerns that the area did not need an additional storage unit facility.

On February 6, 2020, the applicant submitted a revised application, letter and site plan requesting a rezone to the Commercial (C) District (instead of the previous request to rezone to the Light Industrial (LI) District), as well as identifying Phase 2 for a combination of storage units and other less intense commercial uses, such as contractor's offices and associated warehouse use. The applicant submitted revised architectural concept illustrations and revised the site plan to comply with or exceed the setback requirements of the Commercial District.

On March 5, 2020, the Planning Commission conducted a public hearing, received public input, and continued the item to a date uncertain. Items of concern expressed at the hearing included an increase of traffic on SR 248, all access should be from SR 248 and not from the streets to the south, as well as exterior lighting and desire for dark skies to be maintained. Additional concerns were raised regarding the architectural character, snow storage and landscape buffers, noise, security issues, wildlife use of the land, property values, and environmental issues related to the septic tank and storm water runoff. A concern about adequate parking was also raised. See Exhibit G- Minutes of March 5, 2020 meeting.

On August 30, 2020, the applicant submitted revised plans addressing issues raised at the public hearing, providing a 50' front setback and 25' setbacks along the side and rear property lines to provide adequate landscape buffers that can also serve as snow storage. A storm water system meeting County standard is conditioned to be submitted with building permits.

On November 5, 2020, the Planning Commission conducted a public hearing. One individual provided comments regarding the contractor's offices and felt that it was positive that the project was not just storage units. He also expressed concern and desire that the project's architectural design, buildings, materials, landscaping, and lighting should be sensitive to the location in the Kamas gateway. There was a question as to whether additional storage unit capacity was needed for the community. The Commission continued action on this application to get clarification on language in the Development Agreement (**see Exhibit H**) regarding uses and implication of zoning upon expiration of the Development Agreement. The public hearing was closed.

On December 3, 2020, the Planning Commission discussed the Draft Development Agreement and voted unanimously to forward a positive recommendation to Council on the rezone and MPD.

Analysis
Section 11-5-3 of the Development Code states that amendments to the Zoning Map shall not be granted until both the Planning Commission and County Council have conducted public hearings, reviewed the application, and determined:

(1) The amendment is generally consistent with the goals of the general plan.
(2) The amendment is compatible with adjacent land uses and will not be overly burdensome on the local community.
(3) The specific development plan is in compliance with all applicable standards and criteria for approval as described in chapter 4 of this title; and
(4) The amendment does not adversely affect the public health, safety, and general welfare.

Additionally, the Master Planned Development (MPD) process is required with an application for a rezone (Section 11-4-12 (B)). The MPD Criteria in Section 11-4-12 (E) apply to the proposal, as noted in the analysis below.

Standard 1: The amendment (rezone and MPD) is generally consistent with the goals of the general plan.

Analysis: The Eastern Summit County General Plan emphasizes the need to balance economic growth and diversity with the preservation of Summit County's agricultural heritage and natural resources. The proposed rezone area is currently used as a lumber processing yard and for storage. Changing the zoning on the property would enable all allowed, conditional, and low impact uses as stated in the attached Chapter 3 Use Table for the Commercial (C) Zoning District, unless specifically limited by the MPD and Development Agreement. Staff recommends certain commercial uses be prohibited on this site due to the location and lack of public utilities and services.

The rezone is consistent with the need to balance economic growth and diversity goals with preservation of the agricultural heritage and natural resources as required by the General Plan. The proposed list of Allowed, Conditional and Low Impact uses ensures a range of appropriate development opportunities, while prohibiting other higher intensity and traffic generating commercial uses that could negatively impact surrounding properties.

Currently there are only four (4) areas zoned Commercial in Eastern Summit County: Bear River Service (8.66 acres), Echo (5.13 acres), Wanship (30 acres) and Woodland (6.2 acres). The low amount of commercial area on the East Side limits opportunities for economic growth. The proposed uses are not high activity or traffic generators and are a compatible use to the UDOT storage facility on the adjacent property. Additionally, the proposed uses do not require extension of public infrastructure. **Complies.**

Standard 2: The amendment (rezone and MPD) is compatible with adjacent land uses and will not be overly burdensome on the local community.

Analysis: The site is located along SR 248 at an existing entrance that also serves a UDOT storage facility. Adjacent uses are undeveloped parcels, a large UDOT storage facility and SR 248, as well as residential property to the south and north. There are several 10+ acre parcels located adjacent to the southern portion of the subject property in the AG-5 District. Further to the east there are residential uses adjacent to South Democrat Alley, also in the AG-5 District. North of 248 properties there are large 40+ parcels, located in the AG-80 District. Due to the adjacent UDOT storage facility, the parcel is unique and not highly desirable for residential uses and is currently assessed as a commercial property due to the existing Conditional Use Permit for the log processing operation.

Phase 1 contains commercial storage units of varying sizes in ten buildings, as well as a management office and accessory dwelling unit in Building A. Commercial storage and contractor office uses are proposed to be incorporated with Phase 2. These four contractor offices (2,000 sf each with additional storage) are designed to be contained within primarily single-story buildings, set well back from the public road, and buffered with landscaped area and fencing.

The Development Agreement addresses various items including allowed and prohibited uses, phasing, security gates, hours of operation, lighting, dust and noise control, setbacks, building massing, hazardous materials, and on-going management and maintenance. The Conditional Use Permit will address items not included in the Development Agreement, such as site design, architectural materials and character, landscaping, stormwater run-off, screening of outdoor storage, fencing, and other details. The applicant demonstrated that the use is compatible with adjacent land uses and will not be overly burdensome on the local community. **Complies as conditioned.**

Standard 3: The specific development plan is in compliance with all applicable standards and criteria for approval as described in Chapter 4 of this title; **Complies as conditioned.**

Analysis: The following table provides a review of standards and criteria for approval, providing either how the proposal complies, or whether specific conditions are required to ensure compliance.

	Commercial (C)	**Proposal**	**Recommended Conditions to Comply**
Purpose/ Intent	Provide public with access to limited range of neighborhood	Commercial self-storage units are within 3 to 5 miles of Kamas, Hideout, Tuaye	**Complies.**

	commercial and service-related uses necessary to support the needs of residents in the surrounding area.	and Jordanelle Parkway residential developments and near major summer and winter recreation areas. Manager dwelling unit (1200 sf) provided in Building A.	
Use Criteria	1. **Use provides goods and/or services and employment opportunities to residents of Eastern Summit County.** 2. **Adequate parking, circulation, and safe access**. 3. **Public services are available to serve demands of use without negatively impacting level of service to adjoining uses.** 4. **Does not contain critical areas that are negatively impacted by the use.** 5. **Use will not substantially alter essential character of the surrounding area**. 6. **Use will not substantially increase the danger of fire or endanger public**	Revised application for contractor offices enhances employment/business opportunities. 13 parking spaces for storage office, additional 18 spaces provided for contractor offices. Will meet requirement for office use parking. Parking for storage units is provided adjacent to individual storage units, no additional parking is required. Utilities and water are available. Will need septic system/permit for accessory dwelling/offices. Five dumpster enclosures. No steep slopes, ridgelines, wetlands, or streams. Character of	**Recommend condition that massing, and articulation (breaking up of buildings) and compatible architecture/materials shall be required and reviewed with the CUP. Architecture, fencing and landscaping shall reflect rural character of the area.** **Recommend condition that outdoor storage is not allowed. Outdoor storage associated with the existing Log Processing operation shall be screened from public view to be reviewed with CUP.** **Recommend condition that internal circulation shall meet emergency and fire code standards.** **Recommend**

	safety. 7. **Potential impacts to neighboring uses and community at large to be addressed by site plan, architectural plans, and plan of operations.** **All uses in an MPD must be allowed or permitted (LIP or CUP) in the Zone. (Requires Council approval of a Rezone)**	surrounding area is rural and agricultural. Adjacent UDOT property is industrial/storage. Fire and public safety issues can be addressed with internal circulation meeting fire standards. Access is paved. Low profile buildings, landscaping and fencing on perimeter proposed. Proposed use is a Conditional Use in the C District. A CUP will be reviewed upon final action on the rezone and MPD.	**condition that a management plan shall be submitted with the Conditional Use Permit for review by the Commission prior to approval of CUP. Restrictions on storage of hazardous materials shall be included.** **Recommend condition that Development Agreement shall specifically identify allowed and permitted uses.**
Floor Area and Lot Coverage	Maximum lot coverage by floor area of buildings is 60% of the lot. Must meet use criteria, parking, circulation, and site design requirements. MPD requires min 10% open space.	Phase I: Building A-1,200 sf footprint (2,400 sf floor area) Buildings B-K: 126,640 sf (575 storage units-vary from 50 sf to 600 sf) Phase 2 – additional 77,650 sf (371 units vary from 50 to 600 sf) OR 151 units plus 8,000 sf of contractor offices with associated warehousing. Total building coverage = 205,490 sf (35.5% of site) less than 40% of the site.	**Complies.**

		Landscaping/snow storage = 90,000 sf (16 % of site)	
Lot Width	No requirements, provided all material handling, off-street parking and required circulation can be satisfied.	1,415 feet	**No lot width requirement in the C District, all materials handling, parking, and circulation can be accommodated on site.**
Setbacks	Minimum setbacks: Front-20' from any roadway ROW. Side- 12' Rear- 24' Wetlands - 40' Rivers, stream, lake- 100'	**Front setbacks from P/L**- 78'-82' for Phase 1 Buildings C, G and L. 100' for Building A and 110' for Building B. 50' minimum for all Phase 2 Buildings. **Side setbacks from P/L**- 25' **Rear setbacks from P/L -** 25' for Building K, others 50' or greater. Closest building is 237' from C/L of Hwy 248.	**Revised site plan exceeds setback requirements of the zone.** **Proposing 50' front, 25' side and rear.**
Building Height	32'	Building A- 30' All other buildings- 15'-22'. Contractor Offices – 32' or less.	**Complies.** **Condition recommended - building height will be verified at the time of CUP and Building Permit review. Buildings shall not exceed 32' in height above natural grade**
Parking	MPD requires 3 spaces per 1000 sf of net leasable office floor area and requires one space for accessory unit. PC can decide for other	13 spaces - includes 2 with an ADA ramp. Office/retail area is 1,200 sf. Contractors offices provides 18 spaces for	**Complies.** **Due to operation of storage facility and location of security gate, parking is generally located in the front and side of**

	uses, such as spaces required for individual storage units.	8,000 sf (2.25 spaces per 1,000 sf of office use). Total 30 spaces for 9,200 sf of office- 3.26 spaces per 1,000 sf.	**Building A. Recommend condition that parking is screened with landscaping and fencing.** **Parking for each storage unit is generally available adjacent to each unit.**
Special Requirements	Special landscape screening and buffer requirements, to minimize impacts on adjacent uses, can be required.	Proposing perimeter landscaping along front and west.	**Complies. Recommend conditions regarding submittal of detailed landscape and fencing plans with CUP and prior to Building Permit issuance.**
MPD Criteria	Section 11-4-12 (E): MPD shall be designed to fit topography of the site. MPD shall be designed to take adjacent land into consideration. MPD shall have access from public road. MPD shall have/propose utilities adequate to support proposed use. MPD shall comply with Section 11-6-8- infrastructure standards. MPD shall avoid sensitive lands and	• minimizes grading to fit the site, • provides buffers to adjacent uses, • access is from SR 248, • adequate utilities available that comply with 11-6-8, • sensitive lands avoided, • buildings are oriented to encourage solar opportunities, • circulation is adequate, though Phase II to accommodate emergency access, • 16 % of site for landscaping and snow storage. • Down directed and shielded LED lighting.	**Complies, see recommended conditions below.** **Recommend condition that compliance with Section 11-6-8 - Infrastructure Standards- shall be demonstrated at the time of CUP and prior to issuance of a Building Permit.** **Recommend condition that all internal circulation shall meet emergency and fire code requirements and shall be adequately marked and signed for**

	shall orient buildings to encourage solar design principles. MPD shall consider pedestrian and vehicular connectivity. MPD shall include adequate areas for snow removal and storage. MPD shall include down directed and shielded exterior lighting. MPD shall comply with all Development Evaluation Standards in 11-2 (protect ag land, water/sewer treatment, natural resources, and county infrastructure). MPD shall include a Design Narrative (addressing connectivity, neighborhood services, housing needs, compatible architectural character, site design, street design, parking, outdoor spaces, external storage (waste collection, equipment storage-snow removal, etc.)	• Site not in agriculture, protect adjacent ag. • Water rights/well available. • Septic for accessory dwelling unit. • No new county infrastructure or roads. • Provides storage services for residential and commercial uses. • Employee/manager dwelling unit provided. • No External storage for storage and contractor office uses. • Provides service to residential and commercial areas. • CUP to address compatible architecture, massing, site design, dumpster enclosures, and equipment storage.	**pedestrian safety.** **Recommend condition that all exterior lighting shall comply with 11-6-20 – Lighting Regulations to be reviewed with the CUP application.** **Recommend condition that all Development Evaluation Standards of 11-2 are complied with prior to issuance of a building permit.** **Recommend condition that outdoor storage associated with the Commercial Storage and Contractor Offices is not allowed.** **As conditioned above.**

Required MPD Findings and Conclusions	Section 11-4-12 (F): The MPD is - designed to fit well into the natural terrain, minimize excessive site grading and protect and preserve the surrounding area. - makes suitable provisions for the protection, preservation, and enhancement of natural features. - takes adjacent land uses into consideration and mitigates potential impacts. - has direct vehicular access from a public road and access/emergency access satisfactory to the Summit County Engineer and Fire Marshal. - has existing or proposed utility and public services adequate to support the proposed uses designed in a manner to avoid adverse impacts on adjacent land uses, public services, and utility resources. - structures are located on reasonably developable portions	As described above.	**As conditioned above.**

	of the site. - provides adequate internal circulation. - includes adequate areas for snow removal and snow storage. - exterior lighting is down directed and fully shielded. - complies with all the requirements of this chapter. -as conditioned, is consistent with the General Plan.		

Standard 4: The amendment does not adversely affect the public health, safety, and general welfare.

Analysis: Concurrent with this application the applicant has submitted Master Planned Development and Conditional Use Permit applications. If the Rezone and Master Planned Development are approved by the County Council, staff will bring the Conditional Use Permit back for public hearing and final action by the Commission for compliance with Conditional Use criteria in the Development Code.

Conditions of approval can be applied to ensure that the rezone does not adversely affect public health, safety, and general welfare. Plans demonstrate necessary fire safety, circulation, and emergency access; prohibition of fuel, explosives, and other dangerous products storage; removal of unscreened storage; prohibition of burning; installation of a stop sign at the exit; description of exterior lighting, including a lighting plan, storm water management, general maintenance of the facility, etc. prior to issuance of any building permits. **Complies as conditioned.**

Proposed Uses

Proposed uses include commercial self-storage and warehousing, an associated office, a manager unit, contractor's offices and associated warehousing and storage. These uses require a Conditional Use Permit in the Commercial District. See **Exhibit C – Land Use Chart of Allowed and Permitted Uses** for restricted uses to be addressed in the Development Agreement.

Generally allowed, low impact, or conditional uses in the AG-5 are consistent in the Commercial Zone, with noted exceptions. Certain allowed and/or conditional uses in the Commercial District are recommended to be prohibited on this parcel, due to the location, size, potential traffic impacts and lack of public utilities.

These prohibited uses include:

Auto repair, service, detailing, sales
Banks
Bars, taverns, clubs
Heavy Equipment Rental
Gas and Fuel storage, wholesale
Gas Station
Hospital
Hotel/Motel
Restaurant with or without Drive-through

Development Agreement
The Commission reviewed a draft Development Agreement and forwarded it to the Council for final approval. The Development Agreement addresses restrictions of certain commercial uses, due to the location and characteristics of this site, as well as typical elements, such as phasing, expiration, and compliance with approved plans.

According to the Development Code (Section 11-4-12 (D) (4) (c), for Master Planned Developments associated with a rezone, that do not require a final subdivision plat, construction within the MPD area is required to commence within five (5) years of the date of County Council approval of the MPD.

- After construction commences, the MPD shall remain valid if the project remains consistent with approved plans, CUP conditions if applicable, and any phasing set forth in the Development Agreement.
- If the required construction commencement has not taken place in the prescribed timeframe, the MPD shall expire and the zone shall revert to the previous zone designation; in this case, AG-5. The Development Agreement would also expire.
- If the project and uses described by the MPD and Development Agreement are constructed as approved, then the MPD does not expire even when the Development Agreement expires (as set forth in the DA).
- If a CUP is required for a use, it shall be conditioned to expire one year from date of approval, unless construction of the project commences prior to date of expiration. Once the project is constructed, the specific CUP approval runs with the land.

The following chart explains various conditions and scenarios that can impact on the status of the MPD, Development Agreement, Zoning Designation, and the Conditional Use Permit:

	MPD	DA	Zoning	CUP
Construction Commences within 5 years.	Remains Valid	Remains Valid	As described in the MPD, DA and Rezone Ordinance.	Expires if construction does not commence in 1 year (unless extension granted).
Construction does not commence within 5 years.	Expires	Expires	Reverts to AG-5 per the code (by Ordinance).	Expires after 1 year.
Construction is completed per approved plans.	Remains valid if consistent with approval.	Remains valid until expiration date agreed to in the DA.	Remains as described in the DA, MPD and Rezone Ordinance.	Remains valid "runs with the land".
Changes to project prior to 5 -year expiration.	May require new MPD application.	May require amendment to DA.	Remains as described in the MPD, DA and Rezone Ordinance.	If not expired, may require an amended application.
Changes after 5-year expiration (if nothing constructed).	May require new MPD application.	May require new DA.	Subject to AG-5 Requirements	May require new CUP, depending on the proposed use.
Changes requested after construction complete and DA expires.	May require new or amended MPD application.	May requires new DA, depending on change.	Remains as described in the Rezone Ordinance unless a Rezone is requested.	May require new CUP, depending on the proposed use.

The Development Agreement can be written to expire once the project is complete and all obligations are met, and to coincide with expiration of the MPD approval if construction has not started within 5 years. The approved CUP will expire after one year if construction has not commenced. Once the CUP is constructed, consistent with the MPD, both the CUP and the MPD remain valid uses that run with the land. Amendments to the Zoning Map are approved by Ordinance and are valid until a rezone of the property is approved and a new rezone Ordinance is adopted. Proposed restrictions to land uses are incorporated in the rezone Ordinance.

Alternatives

The Council may approve, deny, or continue this request for a rezone and MPD to a date certain.

Recommendation
Staff recommends the Council review the Mountainside Storage Rezone and Master Planned Development (MPD) application and Draft Development Agreement, conduct a public hearing, and consider approving the rezone and Master Planned Development and Ordinance to amend the Zoning Map, based upon findings of fact, conclusions of law and conditions of approval as outlined below.

Findings of Fact

1. The applicant, Dan Meyer, is the owner of Parcel CD-425 (13.28 acres).
2. The applicant requests approval of a rezone of Parcel CD-425 from Agriculture 5 (AG-5) to Commercial (C).
3. Concurrent with the rezone application, the applicant requests approval of an MPD development plan for a phased commercial storage facility development with contractor's offices and associated warehouse uses.
4. The applicant proposes development of the site in two phases. Phase 1 is proposed for a two story building, Building A, consisting of 2,400 sf (including an accessory manager's dwelling unit) and 575 commercial self-storage units (126,640 sf) ranging in size from 50 sf to 600 sf within ten buildings (Buildings B – K). Phase 2 consists of another 370 storage units (77,650 sf) or alternatively 150 storage units with 8,000 sf of contractor offices and associated warehousing and storage.
5. The final land use authority for the rezone and Master Planned Development is the County Council.
6. The proposed uses require Council approval of a rezone to the Commercial District and approval of a Conditional Use Permit, with final land use authority review and approval by the Planning Commission.
7. The property is currently used for wood processing and storage for Chappell Log Homes subject to an existing Conditional Use Permit.
8. Access to the property is from Highway 248 at the shared access with the UDOT storage facility. The property is on the south side of Highway 248. Deceleration and acceleration lanes exist for left turns.
9. Currently there are five areas zoned Commercial in Eastern Summit County (Bear River Service (8.66 acres), Echo (5.13 acres), Wanship (30 acres), Blue Sky Distillery, and Woodland (6.2 acres)).
10. The Eastern Summit County General Plan emphasizes the need to balance economic growth and diversity with the preservation of Summit County's agricultural heritage and natural resources.
11. The proposed use of contractor offices provides opportunity for small businesses and the storage use provides support use for businesses, recreation, and residential uses.
12. The storage use does not require extension of public services and is not a high intensity use or traffic generator.

13. The location off Highway 248 adjacent to the UDOT storage facility is appropriate for limited commercial uses and is not a desirable location for residential uses or traffic intense commercial uses.
14. Turn lanes from east and west on Highway 248 are existing and the adjacent roads are sufficient for this use.
15. Certain uses permitted in the Commercial District could have a negative impact on surrounding property due to intensity of use and traffic and those uses are recommended to be restricted by a recorded Development Agreement, to be reviewed and approved by the Council.
16. The MPD is consistent with Section 11-4-12-D-4 (c) that states Master Planned Developments Associated with A Rezone, But Not Requiring A Final Subdivision Plat, construction within the MPD area will be required to commence within five (5) years of the date of the County Council MPD approval. After construction commences, the MPD l remains valid as long as it is consistent with the approved specific project-phasing plan as set forth in the approved final site plan and associated documents. It is anticipated that the specific project-phasing plan may require review and re-evaluation of the project at specified points in the development of the project. If the required construction commencement has not taken place in the prescribed timeframe, the MPD shall expire and the zone shall revert to the previous zone designation.
17. The MPD is consistent with required criteria, findings and conclusions of law as outlined in Sections 11-4-12-E and F of the Eastern Summit County Development Code.

Conclusions of Law

1. The proposed Rezone and MPD are consistent with goals of the General Plan.
2. The proposed Rezone and MPD are compatible with adjacent land use and will not be overly burdensome on the local community.
3. The proposed Rezone and MPD do not adversely affect the public health, safety, and general welfare.
4. The proposed Rezone and MPD have been noticed and a public hearing held in accordance with the Code.
5. The MPD development plan complies with all applicable standards and criteria for approval as described in Chapter 4 of the Code, as conditioned.

Conditions of Approval

1. Approval of a Conditional Use Permit is required prior to issuance of building permits.
2. Massing and articulation (breaking up of buildings and rooflines) and compatible, high quality architecture and materials are required and shall be reviewed by the Planning Commission at the time of review of the Conditional Use Permit application.
3. Building mass and scale, architectural components and exterior materials and colors, including fencing and landscaping, shall reflect the rural, agricultural character of the surrounding area. Architectural design and materials shall be reviewed by the Planning Commission with the CUP.

4. Outdoor storage associated with the storage units and contractor's offices is not allowed. Outdoor storage associated with the existing log processing operation, should it continue until Phase 2 is constructed, shall be screened from public view.
5. Internal circulation shall meet engineering, emergency, and fire code standards.
6. A stop sign shall be installed at the entrance to Hwy 224, if required and permitted by UDOT.
7. A management plan shall be submitted with the Conditional Use Permit for review and approval by the Commission. Restrictions on storage of hazardous materials shall be included with all leases, to be further described in the management plan.
8. Security measures and hours of operation shall be provided with the Conditional Use Permit application.
9. No building shall exceed 32' in height above natural grade. Building height shall be verified at the time of CUP and prior to issuance of a Building Permit. Approved building heights are is subject to building articulation and massing requirements.
10. Parking shall be screened with landscaping and fencing.
11. Compliance with Code Section 11-6-8 -Infrastructure Standards- shall be demonstrated at the time of CUP and prior to issuance of building permits.
12. Storm water and snow storage areas shall comply with County Codes.
13. Parking for office uses shall be provided as required by the Code. Parking for storage units shall be accommodated adjacent to the units.
14. Exterior lighting shall comply with Code Section 11-6-20 – Lighting Regulations. Exterior lighting shall be down directed and shielded with no light trespass off the site and shall be on timers and motion sensors to minimize the amount of light on the site at night.
15. An approval from the Summit County Health Department for the septic system design for the manager's unit and offices is required prior to issuance of a building permit.
16. All Development Evaluation Standards of Code Section 11-2 shall be met prior to issuance of a building permit.
17. A Development Agreement shall be approved and recorded prior to issuance of a building permit for the MPD.
18. The Development Agreement shall specifically identify allowed, permitted, and prohibited uses for this parcel as recommended by the Planning Commission and these uses shall be memorialized in the adopted Rezone Ordinance to rezone the property and amend the Zone Map.
19. The Development Agreement shall include a specific description of the approved project and shall include approved MPD plans as an exhibit.
20. The Development Agreement shall state the terms and conditions for expiration of this approval as follows:
    a. The MPD shall expire if construction has not commenced within 5 years of County Council approval of the MPD. Upon expiration of the MPD and Development Agreement, zoning of the property shall revert to AG-5.
    b. The Development Agreement shall expire upon completion of the project and when development obligations have been satisfied.

c. The MPD shall remain valid provided the constructed project remains consistent with all conditions and approvals; and zoning of the property shall remain as described in the adopted Rezone Ordinance unless and until a request to rezone the property is properly filed and approved.

Public Notice, Meetings and Comments:

This item was noticed for public hearing and possible action. Notices were published in the local newspaper and on the County website, in addition, postcards were sent to property owners within 1,000 feet of the project site. No public comments have been received at the time of this report.

The Eastern Summit County Planning Commission conducted public hearings on December 5, 2019, March 5, 2020, and November 5, 2020. Public comments received by the Planning Commission are included as **Exhibit G**. Items of concern expressed include: exterior lighting, dust and noise control, building setbacks, massing and articulation, site and landscape plans, architectural design and character, screening of outdoor storage, hazardous materials storage, stormwater run-off , nature of security gates, hours of operation, on-going management and maintenance, compliance with County Development Standards, as well as concerns about the location at the Kamas gateway. Several people expressed concern and questioned whether there was a need for additional storage units in the area.

Exhibits
Exhibit A – Applicant's revised letter
Exhibit B – Revised plans
Exhibit C – Chapter 3 Use Table
Exhibit D – Commercial Zone Requirements
Exhibit E – Wetlands mapper
Exhibit F – 2002 CUP approval
Exhibit G – Public Comments received by Planning Commission
Exhibit H – Draft Development Agreement
Exhibit I – Ordinance to Amend the Zoning Map

EXHIBIT A

Rezone/CUP/Storage Facility Narrative for:

Dan Meyer Highway 248 Property, Summit County

The Dan Meyer property is 13.28 acres located on the south side of Highway 248 and on the west side of the UDOT storage facility as you enter into the beautiful Kamas Valley from Park City. Said property currently is operating under a CUP as a logging facility where it stores and processes lumber and all the equipment to process this lumber.

Dan Meyer, who is the current owner would like to propose an upscale storage facility with possible contractor office warehousing that would be constructed in two phases and be paced accordingly with the attached feasibility study and the projected growth within the designated target study. Phase one will consist of one 30'x40' two story office building which will incorporate a welcome lobby, care takers facility and a restroom. Phase one will also consist of 575 storage units ranging in size from the smallest being 5'x10' and the largest being 15'x40' and being constructed with painted metal materials that will be varying in colors. We are fully anticipating on working closely with the Planning staff and using natural earth tones and materials to maintain as close to the natural colors and landscapes around this area as possible.

We will be stepping the roofs on the long building runs every 60' to help break up the roof tops and building appearances. We will also be using darker colors for the roofing materials to help reduce any glare issues.

This facility once constructed will be operated and maintained by a private storage or a like management facility, with manager living in the office building living quarters.

Accessibility-

Access to this property will be off Highway 248 utilizing and sharing the existing ingress/egress access for the UDOT storage facility. As the attached feasibility letter shows, the location and accessibility of this property is simply the perfect fit for this type of use and development. Access from Kamas and its outlying towns along with Park City and the big developments like Tuhaye and Jordanelle Parkway make this an ideal location considering most of these developments do not allow or simply cannot accommodate much for storage space.

Parking-

As per the site plan more than adequate parking has been provided for this type of use, which includes 13 parking stalls with 2 of them being handicap accessible stalls with an ADA ramp.

Water-

There is an existing water well located onsite at the high end of the property which is plenty adequate for the needs of this development, but it will require a water storage tank and pump to insure we can provide proper fire flows.

Sewer-

A septic system and leach field will be utilized to accommodate the care takers residence and restroom facilities because no other facilities are feasible or available for such a small use. Septic systems are allowed in this area as long as plans are submitted and approved to County standards

Waste-

Enclosed dumpster locations have been strategically placed to help promote a clean and organized storage facility.

Landscape-

As illustrated in the site plan drawings there will be a minimum of a 25' landscaped buffer around the entire property to help buffer and maintain a vegetated look surrounding the buildings. Also shown on the plans is a 6' decorative fence which we are currently working on with staff to identify acceptable colors and materials, and again will be in shades of earth tone colors and material so that it does not stand out and is intended to blend in with the natural surrounding environment. With all the landscaping and grassed area, this property will still maintain 1.97 acres of open space that will be landscaped with grass, trees, natural foliage, gravel and shrubs.

A fully detailed landscape and irrigation plan will be required by the County before any approvals will be given.

Storage Units-

The storage units themselves are strategically planned, placed and designed to utilize the existing contours to minimize the cut and fills as well as to minimize the impact on the exiting topography of the property. The offset distance in the commercial zone is 25' minimum front setback, which we are proposing a 50' front setback to help buffer highway 248 but not create so much area that it stays adequately maintained. The buildings have also been positioned to minimize the views of the storage unit doors from highway 248. We are anticipating working closely with the planning staff and utilizing their knowledge and expertise to come up with an acceptable color and material board to insure we are mindful and consider all of the best feasible options to ensure we are aligning this project with other potential uses around this area. There is a wide variety of storage unit sizes to accommodate all the different needs in this targeted demographic area with storage units ranging from 5'x10' to 15'x40'. There will absolutely no rented outside storage areas at this facility.

We are anticipating stepping the rooflines every 60' to help break up the long lengths of the buildings and give them a little architectural appeal. This also allows for more ability to break up the solid colors with trim and contours. Max height on office building will be 30' with the max height on the storage units being 22' but the average being 15'.

Lighting-

Lighting is something we would like to be very diligent about having the right balance of security but maintain the rural night sky. We fully anticipate complying with the County established code and meeting all the requirements within said code. We are looking at downward lighting along with dimmers or timers to help reduce light pollution after certain hours. Again we will be required to provide a lighting saturation plan and be required to meet the currently adopted lighting requirements before any approvals will be given.

Storm Water –

Storm water will be 100% contained within the property utilizing an underground water storage system pending Geotech investigation. Onsite storm water will be directed into storm drain inlet boxes with grease and water separating snouts and then conveyed into said underground storage system which will then treat and allow the storm water to dissipate naturally into the ground. This system will be required to meet County code and be reviewed and approved by the County Engineer which has already reviewed and given us a tentative pre-approval nod.

There is an existing UDOT culvert that drains onto this property that is conveyed through a ditch that carries it through the property onto the neighboring property. Phase one will simply preserve the existing ditch and allow the storm water to follow its existing path. Phase two will propose us piping this ditch through the development and ending it at the existing discharge location.

Worth Noting –

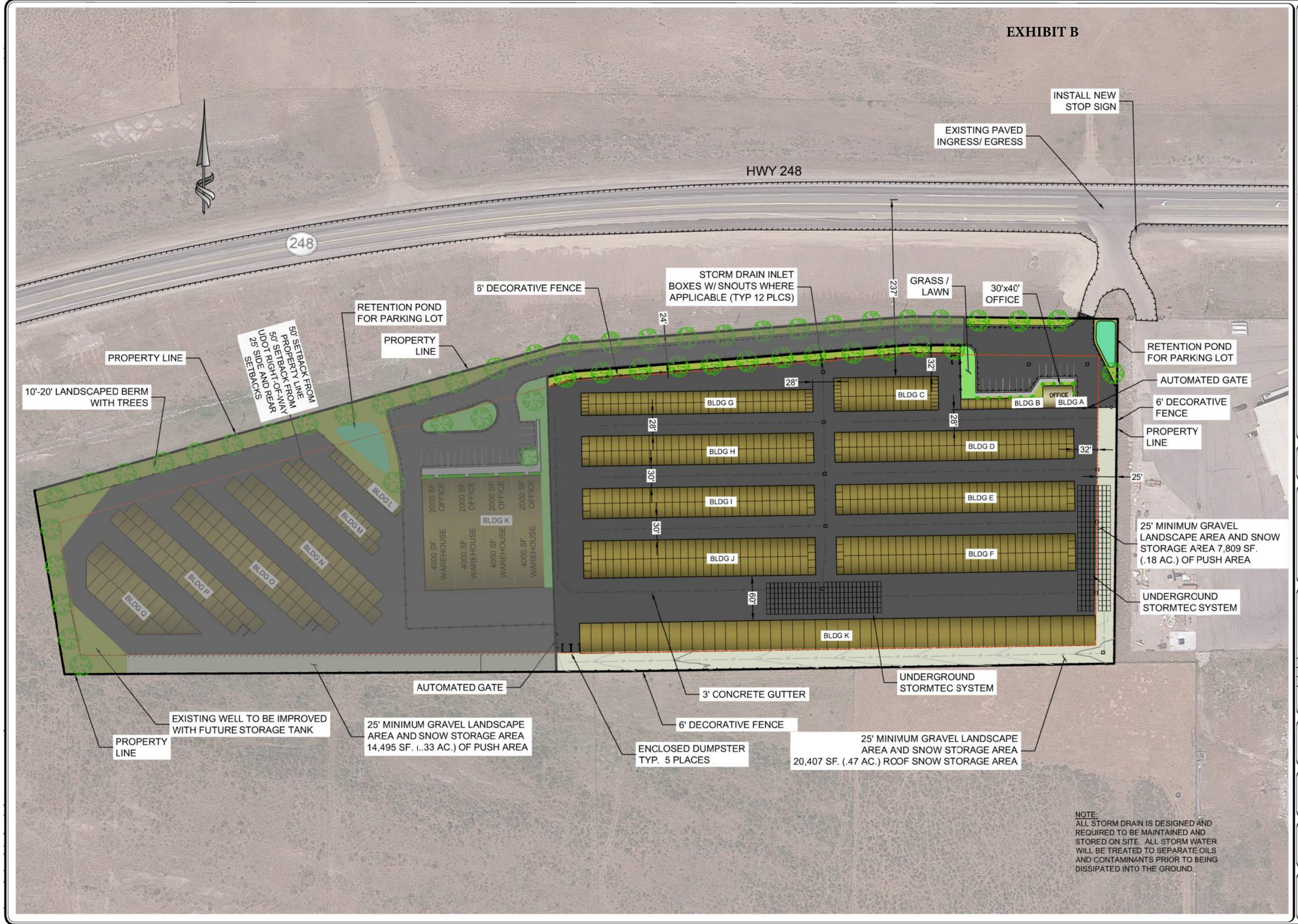
My client and myself have been approached by local developers and business owners expressing great interest in this project not just for the opportunity to have storage but the location of the storage units. One in particular is Wellers Recreation, as they have expressed significant interest on both their and their client's behalf to have the opportunity to store trailers, snowmobiles, four-wheelers, UTVs, etc. at this location. They indicated they currently have an almost daily request from clients looking for a convenient location to store these types of items, which they are unable to currently provide. The attached feasibility letter also addresses the wants and needs of individuals along the Wasatch front requesting to store their trailers and snowmobiles in this area to get away from pulling them up the canyons and or the lack of storage area. With this location being the gateway to the Uinta's and located away from the hub of all the residential and located next to the UDOT storage facility there really is no better place for a commercial project like this one.

The County planner and Attorney have prepared at the Commission's request a preliminary Development Agreement which was requested to outline the uses allowed and not allowed if a re-zone and CUP is granted.

Rezone Request –

We are asking to rezone this property, Parcel Number - CD-425, Account Number – 108641 from Eastern Summit County Zoning: AG/Grazing - 5 to Eastern Summit County Zoning: Commercial. We were originally looking for a Light Industrial designation, but after listening to public input/comments and meeting with the Planning Department we've adjusted our request to a Commercial re-zone. We are asking to re-zone to Commercial based on the fact that the County's allowed uses in this zone works best for our development but also lends itself to the suggested uses recommended by the Planning Commission and Planning staff (contractor offices with indoor storage, mixed use and/or professional offices). It also helps in reducing the types of uses that the County does not want to promote in this area, as per the County Planning Commissioners comments and concerns.

EXHIBIT B



NOTE:
ALL STORM DRAIN IS DESIGNED AND REQUIRED TO BE MAINTAINED AND STORED ON SITE. ALL STORM WATER WILL BE TREATED TO SEPARATE OILS AND CONTAMINANTS PRIOR TO BEING DISSIPATED INTO THE GROUND.

CONSTRUCTION NOTES

TOTAL ACREAGE = 13.28 ACRES
LANDSCAPED & GRAVEL OPENSPACE = 1.97 ACRES (15%)
TOTAL BLDG. AREA PHASE 1 = 127,840 SF.
TOTAL BLDG. AREA PHASE 2 = 89,027 SF.

PHASE 1 575 UNITS
BUILDING A - 30'x40' (12) public parking stalls (30' MAX HEIGHT)
BUILDING B - 14'x110' (11) 10x14 (14' MAX HEIGHT)
BUILDING C - 45'x140' (18) 5X10 (12)10X20 (12) 10X25 (14' MAX HEIGHT)
BUILDING D - 40'x320' (8) 10X10 (60)10X20 (14' MAX HEIGHT)
BUILDING E - 40'x320' (8) 10X10 (60)10X20 (14' MAX HEIGHT)
BUILDING F - 50'x320' (10) 10X10 (60) 10X25 (14' MAX HEIGHT)
BUILDING G - 30'x310' (12) 5X10 (58) 10X15 (14' MAX HEIGHT)
BUILDING H - 40'x310' (8) 10X10 (58)10X20 (14' MAX HEIGHT)
BUILDING I - 40'x310' (8) 10X10 (58) 10X20 (14' MAX HEIGHT)
BUILDING J - 50'x310' (10) 10X10 (58) 10X25 (14' MAX HEIGHT)
BUILDING K - 40'x690' (46) 15x40 (2'c MAX HEIGHT)

PHASE 2 163 UNITS & 4 OFRICE WAREHOUSES
BUILDING A - 50'x160' (4) 6,000 SF. #FRICE WAREHOUSES
BUILDING L - 15'x120' (12) 10x15 (14'MAX HEIGHT)
BUILDING M - 30'x170' (32) 10X15 (1' MAX HEIGHT)
BUILDING N - 40'x270' (34) 15X20 (1' MAX HEIGHT)
BUILDING O - 40'x270' (34) 15X20 (1' MAX HEIGHT)
BUILDING P - 40'x248' (1) 12X20 (30)15X20 (1' MAX HEIGHT)
BUILDING Q - 60'x155' (16) 15X30 (2' MAX HEIGHT)

WARNING
CALL BLUE STAKES

epic ENGINEERING

REVISIONS
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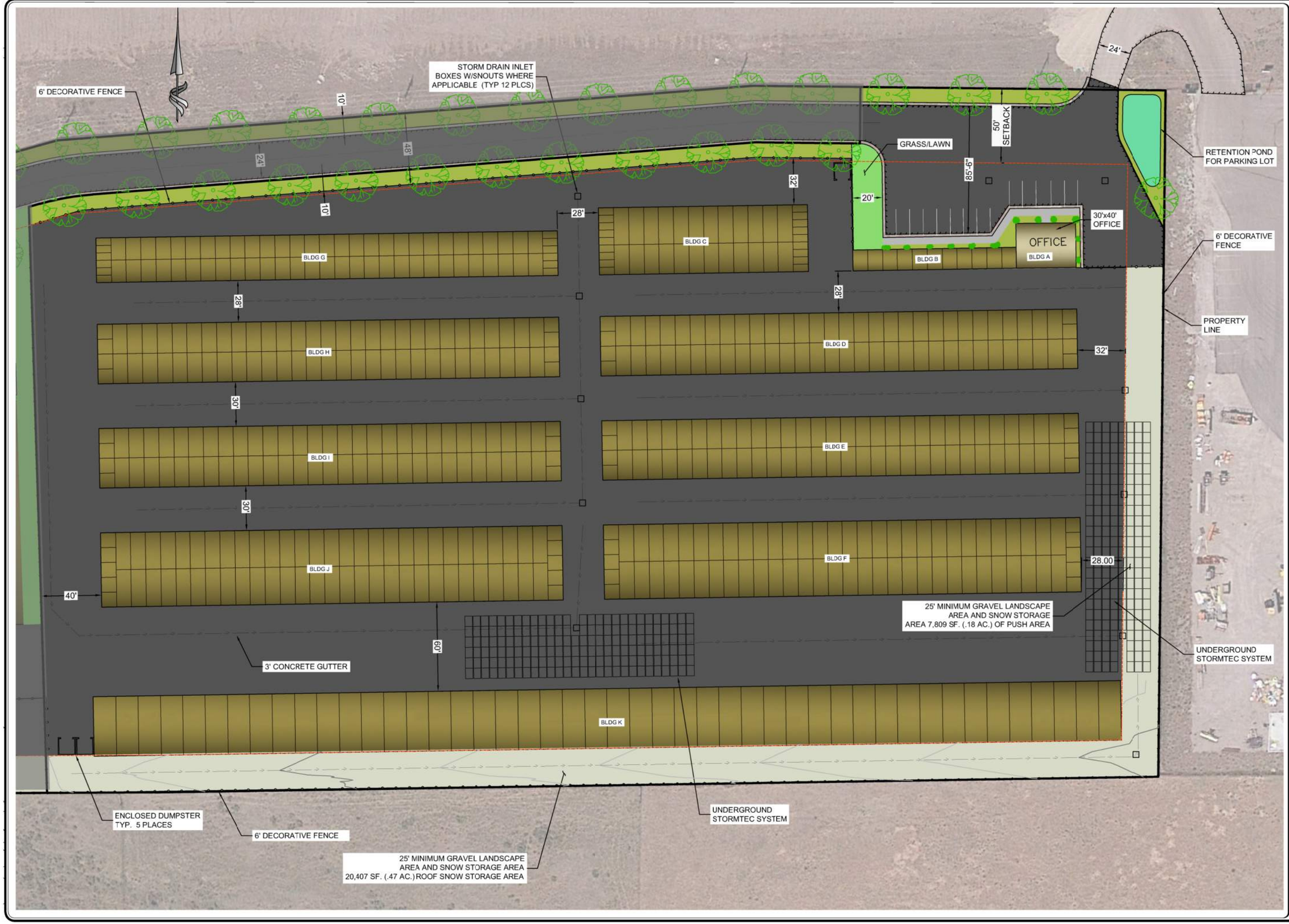
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BAR SCALE MEASURES 1" ON A FULL SIZE SHEET. ADJUST FOR A HALF SIZE SHEET.

PROJECT NAME:
MOUNTAINSIDE STORAGE SUMMIT COUNTY

SHEET TITLE:
OVERALL SITE PLAN W/CONTRACTOR OFFICE/WAREHOUSE

PLAN SET: PRELIM PHASE 1
SHEET: 1.1



CONSTRUCTION NOTES

TOTAL ACREAGE = 13.28 ACRES
LANDSCAPED & GRAVEL OPENSPACE = 1.97 ACRES (15%)
TOTAL BLDG. AREA PHASE 1 = 127,840 SF.

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BUILDING K - 40'x690' (46) 15x40 (26 MAX HEIGHT)

WARNING
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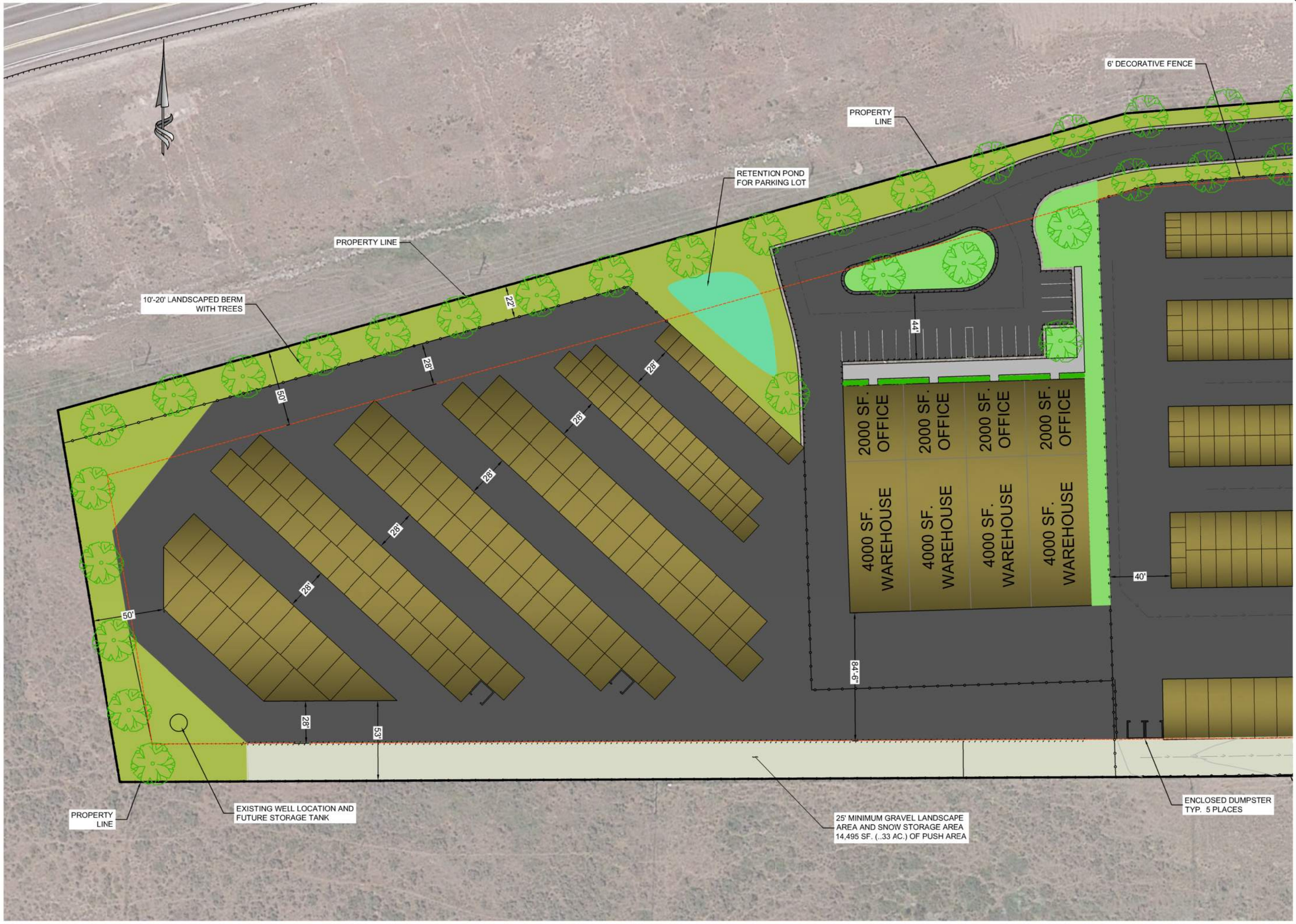
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PROJECT NAME:
MOUNTAINSIDE STORAGE SUMMIT COUNTY

SHEET TITLE:
PHASE 1 SITE PLAN W/CONTRACTOR OFFICE/WAREHOUSE

PLAN SET:	SHEET
PRELIM PHASE 1	1.1A



CONSTRUCTION NOTES

TOTAL ACREAGE = 13.28 ACRES
LANDSCAPED & GRAVEL OPENSPACE = 1.97 ACRES (15%)
TOTAL BLDG. AREA PHASE 2 = 89,027 SF.

PHASE 2 163 UNITS & 4 OFRCE WAREHOUSES
BUILDING A - 50'x160' (4) 6,000 SF. #FFICE WAREHOUSES
BUILDING L - 15'x120' (12) 10'x15 (14'MAX HEIGHT)
BUILDING M - 30'x170' (32) 10X15 (1' MAX HEIGHT)
BUILDING N - 40'x270' (34) 15X20 (16' MAX HEIGHT)
BUILDING O - 40'x270' (34) 15X20 (16' MAX HEIGHT)
BUILDING P - 40'x248' (1) 12X20 (30)15X20 (16' MAX HEIGHT)
BUILDING Q - 60'x155' (16) 15X30 (3' MAX HEIGHT)

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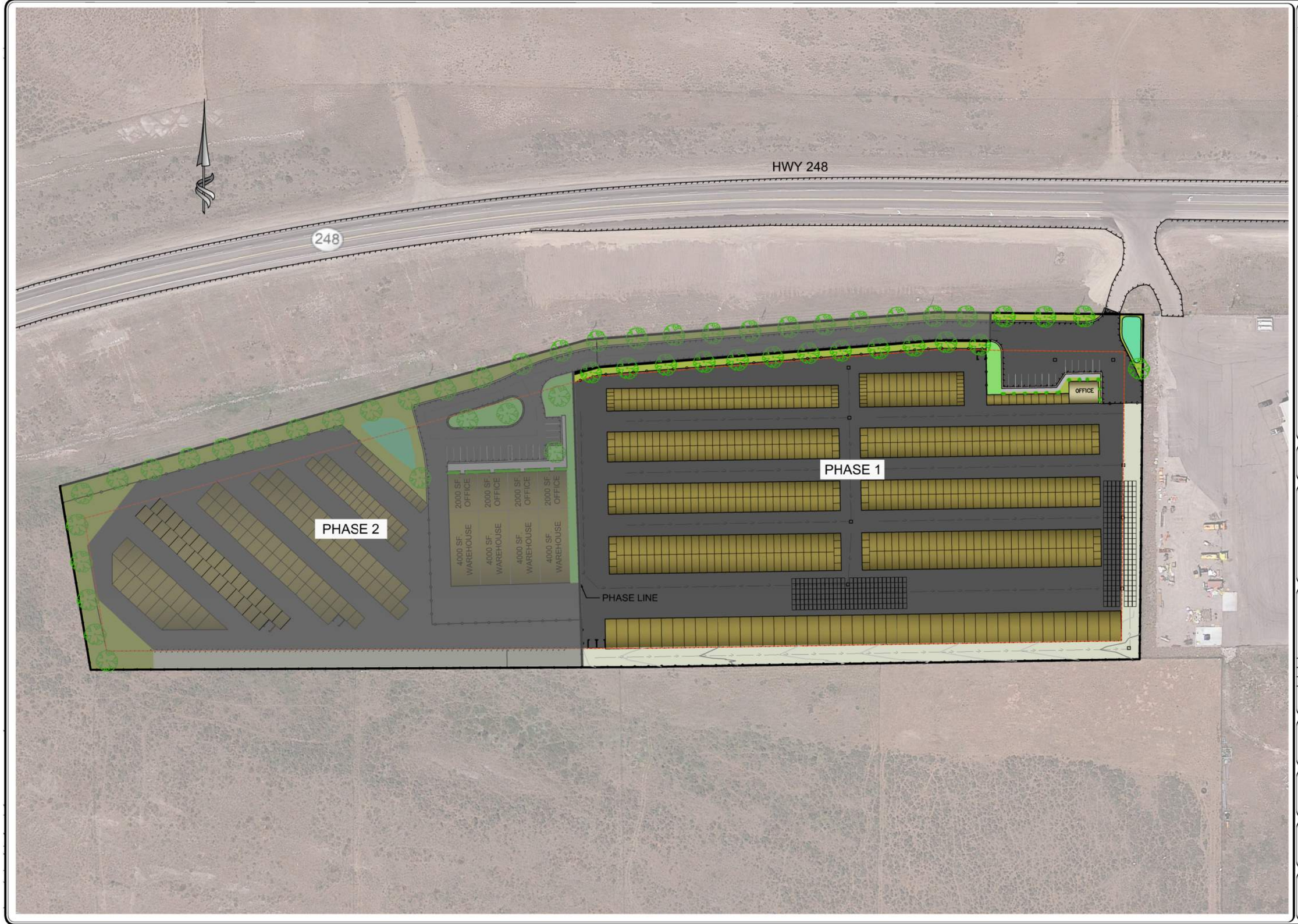
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PROJECT NAME:
MOUNTAINSIDE STORAGE SUMMIT COUNTY

SHEET TITLE:
PHASE 2 SITE PLAN W/CONTRACTOR OFFICE/WAREHOUSE

PLAN SET: PRELIM PHASE 2
SHEET: 1.1B



CONSTRUCTION NOTES

PHASE 1 575 UNITS

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BUILDING P - 40'x248' (1) 12X20 (30)15X20 (16' MAX HEIGHT)
BUILDING Q - 60'x155' (16) 15X30 (2' MAX HEIGHT)

WARNING
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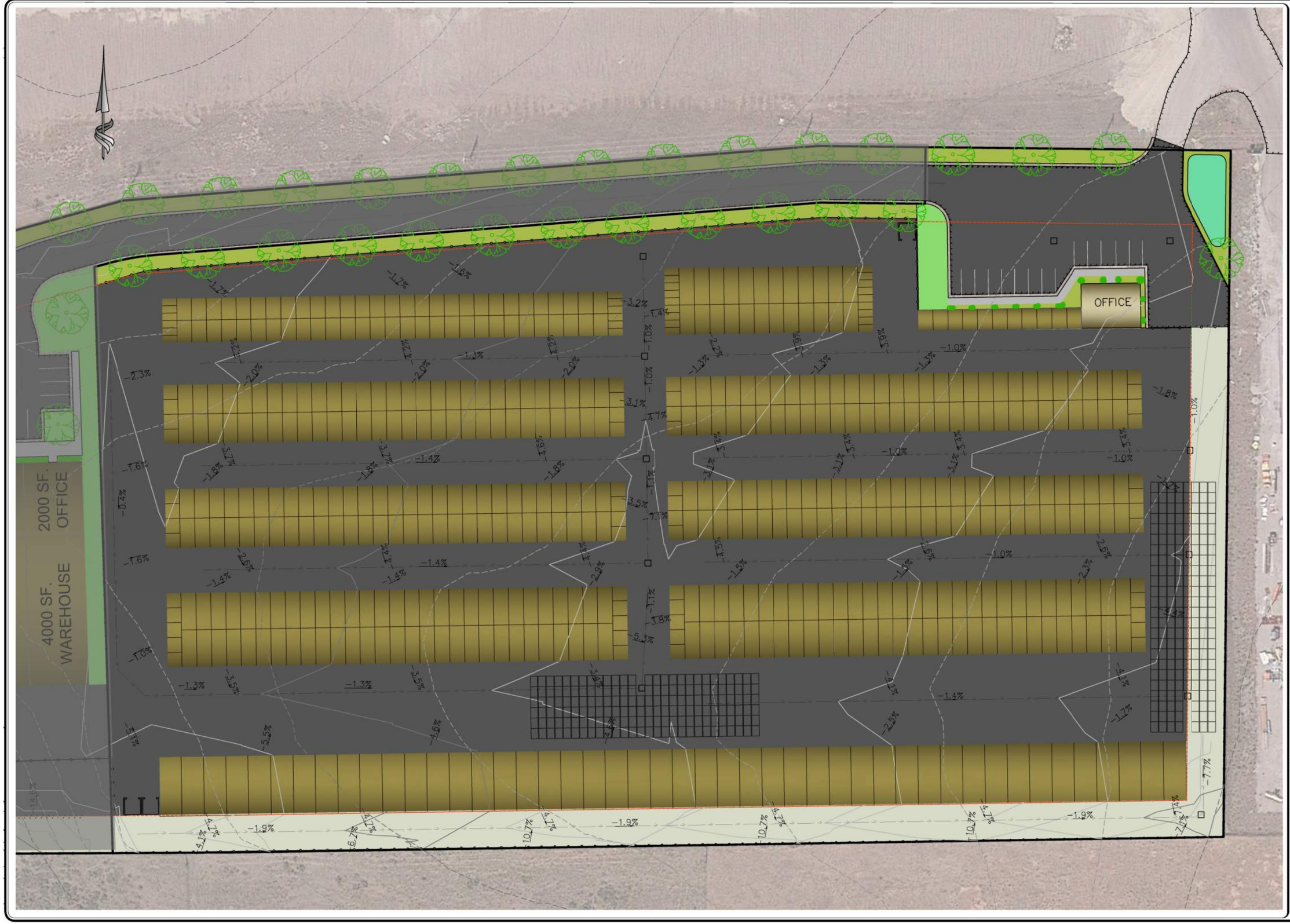
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PROJECT NAME:
MOUNTAINSIDE STORAGE SUMMIT COUNTY

SHEET TITLE:
PHASING PLAN

PLAN SET:	SHEET
PRELIM PHASE 1	1.2



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DESIGNER:	RJM
REVIEWED:	JNS
PROJECT #	.

SCALES

HORIZ: 1"=60'
VERT: N/A
(24" x 36" SHEET)

0 1"

BAR SCALE MEASURES 1" ON A FULL SIZE SHEET. ADJUST FOR A HALF SIZE SHEET.

PROJECT NAME:

MOUNTAINSIDE STORAGE SUMMIT COUNTY

SHEET TITLE:

GRADING PLAN

PLAN SET: PRELIM PHASE 1

SHEET 2.1



CONSTRUCTION NOTES

PHASE 1 575 UNITS
BUILDING A - 30'x40' (12) public parking stalls (32' MAX HEIGHT)
BUILDING B - 14'x110' (11) 10x14 (14 MAX HEIGHT)
BUILDING C - 45'x140' (18) 5X10 (12)10X20 (12) 10X25 (14' MAX HEIGHT)
BUILDING D - 40'x320' (8) 10X10 (60)10X20 (14' MAX HEIGHT)
BUILDING E - 40'x320' (8) 10X10 (60)10X20 (14' MAX HEIGHT)
BUILDING F - 50'x320' (10) 10X10 (60) 10X25 (14' MAX HEIGHT)
BUILDING G - 30'x310' (12) 5X10 (58)10X15 (14' MAX HEIGHT)
BUILDING H - 40'x310' (8) 10X10 (58)10X20 (14' MAX HEIGHT)
BUILDING I - 40'x310' (8) 10X10 (58) 10X20 (14' MAX HEIGHT)
BUILDING J - 50'x310' (10) 10X10 (58) 10X25 (14' MAX HEIGHT)
BUILDING K - 40'x690' (46) 15x40 (20 MAX HEIGHT)

PHASE 2 163 UNITS & 4 OFRCE WAREHOUSES
BUILDING A - 50'x160' (4) 6,000 SF. HFRCE WAREHOUSES
BUILDING L - 15'x120' (12) 10x15 (14MAX HEIGHT)
BUILDING M - 30'x170' (32) 10X15 (1' MAX HEIGHT)
BUILDING N - 40'x270' (34) 15X20 (16' MAX HEIGHT)
BUILDING O - 40'x270' (34) 15X20 (16' MAX HEIGHT)
BUILDING P - 40'x248' (11) 12X20 (30)10X20 (16' MAX HEIGHT)
BUILDING Q - 60'x155' (16) 15X30 (2' MAX HEIGHT)

WARNING
CALL BLUE STAKES

epic ENGINEERING

REVISIONS
1.

DRAWN:	RJM
DESIGNER:	RJM
REVIEWED:	JNS
PROJECT #	.

SCALES

HORIZ:	1"=60'
VERT:	N/A
(24" x 36" SHEET)	

0 1"
BAR SCALE MEASURES 1" ON A FULL SIZE SHEET. ADJUST FOR A HALF SIZE SHEET.

PROJECT NAME:
MOUNTAINSIDE STORAGE SUMMIT COUNTY

SHEET TITLE:
OFFICE RENDERING

PLAN SET:	SHEET
PRELIM PHASE 1	3.1


ExtraSpaceStorage











Exhibit C – Land Use Chart of Allowed and Permitted Uses
(Note that AG-5 Uses are highlighted as the existing zone. Commercial (C) Uses are highlighted as the proposed Zoning District.)

11-3-16: CHART OF ALLOWED AND PERMITTED USES:

A. The following chart titled "Chart of Allowed and Permitted Uses" defines allowed, conditional and low impact uses for the various zone districts. Those uses designated by the letter "A" shall be considered allowed uses in the particular zone district; the letter "C" shall represent those uses that require conditional use approval and the letter "L" shall represent those uses that require low impact permit approval. If there is no letter designated for a use in a particular zone, or if a particular use is not listed on the chart of allowed and permitted uses, it is prohibited.
CHART OF ALLOWED AND PERMITTED USES

Zoning legend:				Use legend:		
R-2.5	Residential-2.5	VO	Village Overlay	A	=	Allowed
AG-5	Agriculture-5	CA	Cabin Area	C	=	Conditional
AG-10	Agriculture-10	C	Commercial	L	=	Low impact
AG-20	Agriculture-20	LI	Light Industrial	T	=	Temporary
AG-40	Agriculture-40	I	Industrial	Blank	=	Prohibited
AG-80	Agriculture-80					

Permitted Uses	R-2.5	AG-5	AG-10	AG-20	AG-40	AG-80	CA	C	LI	I	Recommend
Accessory buildings and uses to the principal use, exceeding 2,000 square feet		C	C	L	L	L	C	C	A	A	**CUP**
Accessory buildings and uses to the principal use, not to exceed 2,000 square feet	A	A	A	A	A	A	A	A	A	A	**Allow**
Accessory dwelling unit	L	L	L	L	L	L	L	L	L	L	**LIP** - Section 11-6-5 of this title
Adaptive reuse of a historically significant structure	C	C	C	C	C	C	C	C	C	C	**CUP** - Section 11-6-21 of this title

Permitted Uses	R-2.5	AG-5	AG-10	AG-20	AG-40	AG-80	CA	C	LI	I	Recommend
Agricultural employee dwelling unit		C	C	L	L	L					Section 11-6-5 of this title
Agricultural employee facility for the purpose of providing shelter for more than 1 family			C	C	C	C					
Agriculture buildings and uses customarily associated with traditional "agriculture" operations as defined in appendix A of this title	A	A	A	A	A	A	A	A	A	A	**Allow**
Auto impoundment yard and towing services									C	C	
Auto repair, service, and detailing								C	C	A	**Prohibit**
Auto wrecking yard										C	
Automotive sales								C	C	C	**Prohibit**
Banks and financial services								A			**Prohibit**
Bars, taverns, private clubs								C	C	C	**Prohibit**
Bed and breakfast inn	C	C	C	C	C	C		A			**CUP**
Butcher, retail		C	C	C	C	C		A	A	A	**CUP**
Car wash								C	C	C	**CUP as an accessory use to Storage Uses**
Cemetery	C	C	C	C	C	C	C	C			**CUP**
Childcare, commercial		C	C	C	C	C		A			**CUP**
Childcare, in home (4 children or less)	A	A	A	A	A	A	A	A			**Allow**
Childcare, family (with 5 - 8 children)	L	L	L	L	L	L		A			**Allow**

Permitted Uses	R-2.5	AG-5	AG-10	AG-20	AG-40	AG-80	CA	C	LI	I	Recommend
Childcare, family (with 9 - 16 children)	C	L	L	L	L	L		A			**Allow**
Commercial kennels			C	C	C	C		C	C	C	**CUP**
Commercial riding arenas		C	C	C	C	C		A			**Allow**
Commercial stables		C	C	C	C	C		C	C		**CUP**
Contractor's office		C	C	C	C	C		C	C	C	**CUP**
Contractor's yard		C	C	C	C	C		C	C	C	**CUP**
Distillery/microbrewery		C	C	C	C	C		C	C	C	**CUP**
Dwelling unit, multi-family								A			**LIP**
Dwelling unit, one-family	A	A	A	A	A	A	A	L			**LIP**
Dwelling unit, single-family attached	C	C	C	C				C			**CUP**
Equipment rental, heavy								C	A	A	**Prohibit**
Equipment rental, light								A	A	A	**Allow**
Event center		C	C	C	C	C		C			**CUP**
Food processing, commercial		C	C	C	C	C		A	A	A	**CUP**
Funeral services								A	A		**Allow**
Gas and fuel, storage, and wholesale								C	C	C	**Prohibit**
Gasoline service station with or without convenience store								C	C	L	**Prohibit**
Guest ranches or lodge intended to attract visitors/patrons daily or an extended stay		C	C	C	C	C					
Hazardous liquids or materials transmission pipelines	C	C	C	C	C	C	C	C	C	C	**CUP** Section 11-6-19 of this title

Permitted Uses	R-2.5	AG-5	AG-10	AG-20	AG-40	AG-80	CA	C	LI	I	Recommend
Home occupation	A	A	A	A	A	A	A	A			**Allow** Section 11-6-3 of this title
Hospitals								C			**Prohibit**
Hotel, motel								C	C	C	**Prohibit**
Houses of worship including churches and other religious institutions	C	C	C	C	C	C	C	C			**CUP**
Indoor entertainment such as bowling alleys, skating rinks, movie theater, performing arts center								A	A		**CUP**
Industrial uses and operations including storage and processing									C	A	
Institutional uses including fire stations, private schools and public or quasi-public buildings	C	C	C	C	C	C	C	C	C	C	**CUP**
Logging camp					C	L					
Manufacturing, custom		C	C	C	C	C		L	L	L	**CUP**
Manufacturing, heavy										C	
Manufacturing, light		C	C	C	C	C		L	A	A	**CUP**
Mobile home park											
Mobile home with foundation (see definition of "prefabricated home" in appendix A of this title)	A	A	A	A	A	A	A	L			**LIP**
Mobile home without foundation that is occupied for more than 180 days		C	C	C	C	C	C				
Municipal landfill										C	

Permitted Uses	R-2.5	AG-5	AG-10	AG-20	AG-40	AG-80	CA	C	LI	I	Recommend
Nursery/greenhouse		C	C	C	C	C		C	C	C	**CUP**
Oil wells, natural gas wells and steam wells					C	C				C	Subsection 11-4-7I of this title
Open space, recreational (motorized)				C	C	C					
Open space, recreational (nonmotorized)	C	L	L	L	L	L	L	L			**LIP**
Petroleum refineries										C	
Professional offices		C	C					A			**CUP**
Railroad industrial uses including shipping and distribution									L	L	
Recreation and athletic facilities		C	C	C	C	C		L			**CUP**
Recycling facility, Class I		C	C	A	A	A	A	A	A	A	**CUP**
Recycling facility, Class II		C	C	C	C	C		A	A	L	**CUP**
Rehearsal or teaching studio for creative, performing and/or martial arts with no public performances		L	L	L	L	L		A			**LIP**
Residential care facilities		C	C	C	C	C		C			**CUP** Section 11-6-18 and appendix A of this title
Restaurant		C						A			**Prohibit**
Restaurant with drive-through								L			**Prohibit**
Retail commercial establishments								A	L		**Allow only as a secondary support use to the main use (e.g. storage**

Permitted Uses	R-2.5	AG-5	AG-10	AG-20	AG-40	AG-80	CA	C	LI	I	Recommend
											boxes, tape, shipping labels, etc.).
Rock quarries, gravel pits, and associated surface mining uses, including, but not limited to, filtering, sifting, and processing of soil					C	C			C	L	
Sawmill					C	C			C	C	
Seasonal plant and agricultural product sales	A	A	A	A	A	A		A			**Allow**
Sexually oriented businesses										C	Appendix C of this title
Shooting ranges, indoor								C	C	L	**CUP**
Shooting ranges, outdoor					C	C			C	C	
Telecommunications facilities - collocation	C	C	C	C	A	A	A	A	A	A	Section 11-6-7 of this title **CUP**
Telecommunications facilities - stealth	C	C	C	C	A	A	A	A	A	A	Section 11-6-7 of this title. **CUP**
Underground transmission lines 6 inches or less in diameter such as, but not limited to, transmission lines for natural gas, water, sewer, telephone, and power	A	A	A	A	A	A	A	A	A	A	**Allow**
Underground transmission lines exceeding 6 inches in diameter that are not considered hazardous liquids or materials transmission pipelines as defined in section 11-6-19 of this title	L	L	L	L	L	L	L	L	L	L	**LIP**

Permitted Uses	R-2.5	AG-5	AG-10	AG-20	AG-40	AG-80	CA	C	LI	I	Recommend
Underground transmission lines exceeding 12 inches diameter (including but not limited to gas, oil, and water)	C	C	C	C	C	C	C	C	C	C	**CUP**
Utility structures and related facilities	C	C	C	C	C	C	C	C	L	L	**CUP Section 11-6-6 of this title.**
Utility towers and associated transmission and distribution lines 45 feet in height or less	C	C	C	C	C	C	C	C	C	A	**CUP**
Utility towers and associated transmission and distribution lines greater than 45 feet in height	C	C	C	C	C	C	C	C	C	C	**CUP**
Veterinarian clinic		C	C	C	C	C		L			**CUP**
Warehousing and commercial storage							C	C	C	C	**CUP**
Water and wastewater treatment plant	C	C	C	C	C	C	C	C	C	C	**CUP**
Welding shop, commercial								C	A	A	**CUP**
Wind power generation facilities 45 feet in height and less	C	A	A	A	A	A	A	A	L	L	**Allow**
Wind power generation facilities greater than 45 feet in height[1]				C	C	C			C	C	

Note:
1. Wind power generation facilities greater than 45 feet in height are exempt from the ridgeline prohibition provisions in subsections 11-2-4I and J of this title provided it meets all of the conditional uses permit requirements in section 11-4-7 of this title.

(Ord. 877, 4-18-2018, eff. 6-1-2018; amd. Ord. 894, 3-13-2019)

Exhibit D – Eastern Summit County Code sections

11-3-7: COMMERCIAL (C):

A. District Intent: This zone district is established for the purposes of providing the general public with access to a limited range of neighborhood commercial and service-related uses necessary to support the needs of residents in the surrounding area. This zone district allows existing commercial uses to be expanded and new commercial uses to be established within the commercial zone of the town center area of an unincorporated community. All commercial uses exceeding two thousand (2,000) square feet are reviewed through the conditional use review process.

B. Existing Legal Nonconforming Commercial Uses: Existing legal nonconforming commercial uses not located within a commercial zone district may continue and may be enlarged and/or expanded in accordance with section 11-6-2 of this title and the commercial use criteria listed in subsection C of this section.

C. Commercial Zone and Use Criteria: New commercial uses shall not be established nor shall existing commercial uses be expanded within the commercial zone unless the use complies with the following criteria:

1. The commercial use provides goods and/or services and employment opportunities to the residents of eastern Summit County.

2. There is sufficient off-street parking at a minimum ratio of three (3) spaces per one thousand (1,000) square feet of floor area with adequate circulation and convenient access to the property without hazards and conflicts in residential neighborhoods.

3. Public services (sewer, water, electric, phone, etc.) are readily available to the property and can be provided at adequate levels to serve the demands of the commercial use without negatively impacting the level of service to adjoining uses or existing businesses as determined through an infrastructure analysis.

4. The property does not contain sensitive lands that are negatively impacted by the commercial use.

5. The commercial use is compatible and consistent with or supports other nearby uses and/or property conditions and has frontage along a public roadway.

6. The commercial use will not substantially alter the essential character of the surrounding area.

7. The commercial use will not substantially increase the danger of fire or otherwise endanger public safety, or substantially diminish or impair the enjoyment of surrounding properties.

8. A site plan, building architectural drawings and operational management plan will be required as part of any conditional use, low impact permit, rezoning or expansion of a commercial use to fully address potential impacts to neighboring uses or the community at large.

D. Floor Area and Lot Coverage: Floor area and lot coverage requirements in the commercial zones shall be dictated by off street parking, adequate circulation and other site design requirements

and development standards. The maximum floor area or lot coverage shall not exceed sixty percent (60%) of the lot.

E. Lot Width: There shall be no requirement for lot width, provided all off-street parking and circulation requirements can be satisfied.

F. Setback Requirements: Minimum front yard setbacks shall be twenty feet (20') from any roadway right of way. Minimum side yard setbacks shall be twelve feet (12') from the side property line. Minimum rear yard setback shall be twenty-four feet (24') from the rear property line to provide adequate alleyways for deliveries. Variances to the required setbacks to facilitate the use of existing buildings may be considered.

1. Wetlands and Streams: The minimum setback from wetlands shall be forty feet (40'). The minimum setback from any other naturally occurring year-round stream, lake, pond, or reservoir shall be one hundred feet (100') from the ordinary high-water mark.

G. Parking: Parking shall generally be located at the side or rear of commercial buildings with only limited parking allowed at the front of the building between the roadway and the building.

H. Building Height: Maximum building height shall be thirty-two feet (32') unless additional building height is required for the commercial use and is approved by the fire district and is determined to be compatible with adjacent buildings and uses. In no case shall the building height exceed fifty feet (50').

I. Special Requirements: Special landscape screening and other buffer requirements, to the extent practical and reasonable, may be required to minimize the impact on adjacent uses. Special screening and buffer requirements shall be determined through the conditional use review processes. (Ord. 776, 7-18-2012)

Exhibit E – USFW Service Wetlands Mapper

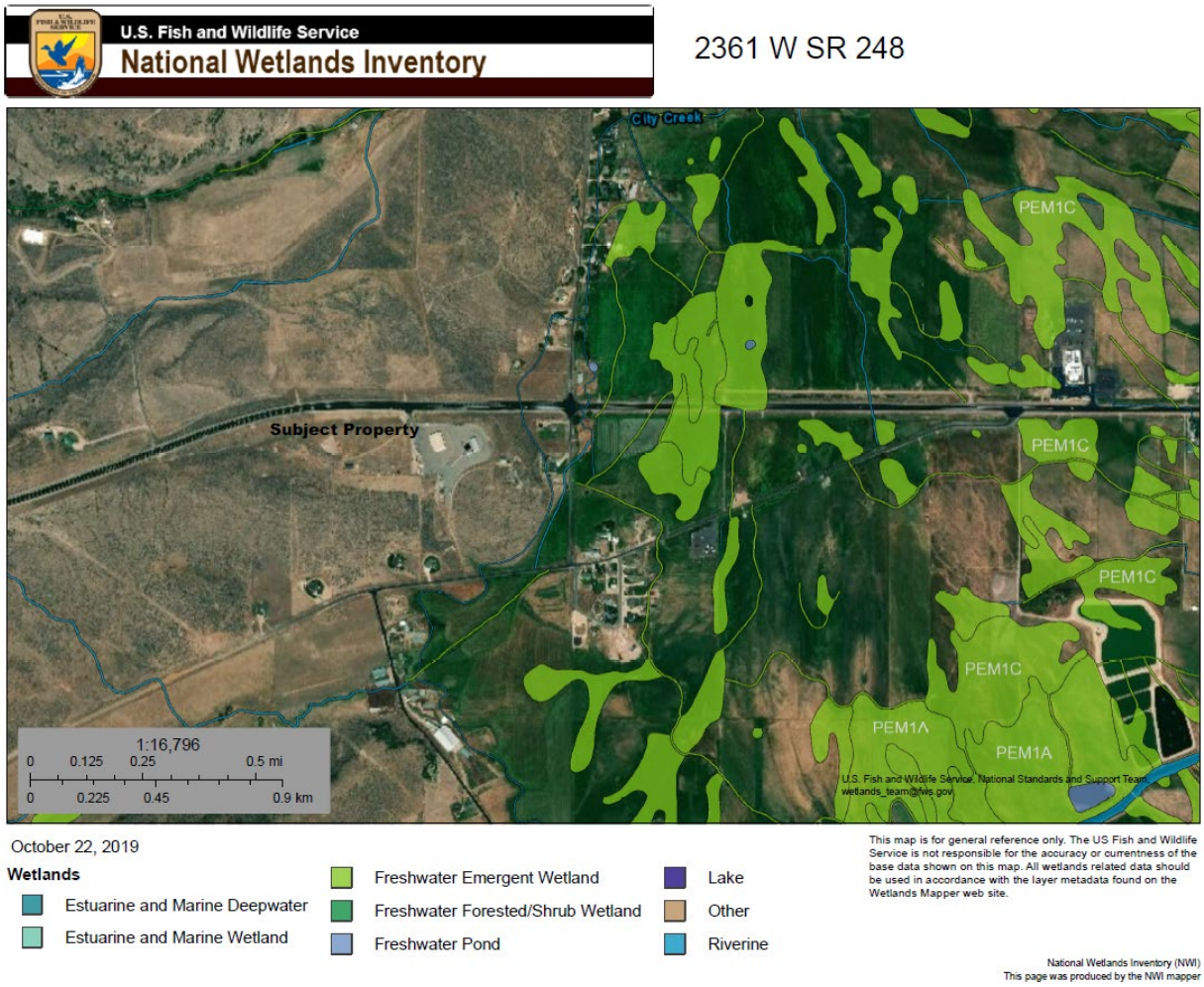


Exhibit F – 2002 CUP approval letter

William Pratt
County Planner

November 22, 2002

Mr. Lewis Chappell
Chappell Log Homes
932 Lake Creek Way
Heber City, UT 84032

Re: Conditional Use Permit Approval for Chappell Log Processing Operation, Parcel CD-425, Kamas, Utah, File No.: 67

Dear Mr. Chappell:

This letter is to inform you that the Eastern Summit County Planning Commission (ESPC) approved a Conditional Use Permit (CUP) for a log processing operation on Parcel CD-425, located on State Highway 248, Kamas, Utah on November 20, 2002. The issuance of this CUP requires that the following conditions of approval be satisfied:

Condition No. 1:

The applicant, Chappell Log Homes, shall restore the current location of operations on Highway 150, east of Kamas, according to plans submitted by the applicant, and specifications stipulated by the ESPC. All residual log processing debris must be removed from the site. All restoration and clean-up activities must be completed no later than December 9, 2002.

Condition No. 2:

All landscaping and irrigation improvements of the Highway 248 site are to be completed by June 1, 2003, according to the plans submitted by the applicant, and agreement that all dead and dying foliage will be replaced.

Condition No. 3:

No structures shall be placed within the 500 foot setback of the Highway Corridor zone.

Condition No. 4:

Applicant shall submit a bond in the amount of $5000 ($2000 for restoration of Highway 150 site, $3000 for landscaping of new site). Retirement of landscaping portion of bond will be eligible after June 1, 2004, pending Staff approval of landscaping improvements and associated survivability determination. Request to retire bond must be received in writing.

Condition No. 5:

Business operations shall be confined only to areas specified on site plan submitted by applicant.

Condition No. 6:

The entry road shall be maintained with a clean gravel surface, and if mud tracking onto State Road 248 becomes a problem, mitigation procedures by the applicant, such as paving the entry road, may be mandated, as per direction of the County Engineer.

Condition No. 7

No burning of wood products will take place on the site.

Condition No. 8

Fuel will not be stored on site. Fuel required for business operations will be delivered to the site on an as needed basis.

Condition No. 9

Storage of junk on property is strongly discouraged. Any area of property used for junk storage shall be screened with a six (6) foot fence completely enclosing the storage area.

Condition No. 10

Operations at the Highway 248 site will be subject to a one-year review from date of CUP approval. Staff will issue a report to the ESPC on compliance with conditions contained herein, including public input received.

The applicant shall comply with the conditions above through-out the life of the Conditional Use. The violation of these conditions may result in the review or revocation of this permit by the Summit County Community Development Department.

If you have any questions about this matter, please feel free to contact me at (435) 615-3129 or wpratt@co.summit.ut.us.

Respectfully,

William Pratt
County Planner

Cc: file

EXHIBIT G- PUBLIC INPUT RECEIVED BY PLANNING COMMISSION

To: Eastern Summit County Planning Commission

From: Sherrie Llewelyn, 320 N 200 E, Kamas, UT 84036

Date: December 4, 2019

RE: Rezone request at 2361 West SR248; Redoubt Excavation

Please accept this letter as public comment regarding the requested rezone request at 2361 West SR 248, as I am previously engaged and cannot attend the public hearing on December 5, 2019. I am writing you this letter to encourage the commission to vote no on the proposed zone change for the following reasons:

1. The Eastern Summit County General Plan clearly has identified the vision for this area and recognizes the rural agriculture uses and scenic landscapes of the Kamas Valley. Further the GP states that "the development code and zoning map 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."
    a. Zone changes do not increase predictability in development, except that they predict additional zone changes. If this property is rezone light industrial, additional properties in the area will become more desirable for similar changes that will bring incompatible uses to the area.
    b. The proposed zone change is incompatible with the AG zone and does not preserve or protect natural resources, including those scenic resources.

2. General Plan Goal 2.1 states that new development should be suitably located to minimize impacts to surrounding areas and that it has adequate resources and infrastructure to support the intensity of use.
    a. The proposed location for the use of storage units is not suitably located at this remote location miles from town and miles from the nearest fire station and in a location that is most likely lacking in fire suppression infrastructure. Often storage units are used to store flammable or hazardous chemicals. A fire at this location would be hard pressed for adequate response from a volunteer fire department without proper fire flow at the site.
    b. Additionally this is a poorly suitable location for security and police response for the same reasons stated above. Storage units increase the incidents of theft and burglary, which would tax the sheriff department resources.

3. General Plan Goal 2.2 states that the historic rural and agricultural character of the Eastern Summit County should be acknowledged and be protected.
    a. Rezoning AG-5 property to Light Industrial is the opposite of acknowledging the rural agricultural character and will surely precipitate additional rezones to the Light Industrial zone that will bring more uses that are incompatible and damaging to the scenic resource of the area.

4. The staff report seems to imply that because the previous land use for lumber processing included outdoor storage of lumber, that the proposed change of use from outdoor storage to the commercial use of self-storage is similar enough in nature to justify the zone change.

a. These 2 uses are not alike at all. The existing use was agricultural in nature and the storage was an accessory use.
b. The proposed use is a commercial use in the middle of agriculturally zoned property, when once built will be there for many decades as a primary use.
c. Once this property is zoned light industrial it could easily be argued that adjacent properties should be rezoned as well to light industrial with uses that are similar to self-storage, like auto impoundment yards are similar storage facilities for cars. If any of the light industrial uses are not appropriate for this area, like auto repair, auto sales, car washes heavy equipment rentals, gas stations, etc., then they all are inappropriate.

5. The best location for light industrial uses is within currently zoned Light Industrial areas. Section 11-3-11 subsection C identifies the criteria for new light industrial uses as follows:

1. There is adequate off street parking, circulation areas, and safe convenient access to the property.

2. Public services (sewer, water, electric, phone, etc.) are readily available to the property and/or can be provided at adequate levels to serve the demands of the use without negatively impacting the level of service to adjoining uses or existing businesses as determined through an infrastructure analysis. (Services are not readily available to the property.)

3. The property does not contain critical areas that are negatively impacted by the use. (This is a critical area to wildlife and the scenic, agricultural nature of the area.)

4. The light industrial use will not substantially alter the essential character of the surrounding area. (The use will alter the character of the area and precipitate additional zone changes to light industrial.)

5. The use will not substantially increase the danger of fire or otherwise substantially endanger public safety. (The site is too far from fire protection services and could endanger the public if a fire were to occur in this hillside area which could be devastating to the area.)

6. A site plan, building architectural drawings, and plan of operations will be required as part of any conditional use, low impact permit, rezoning or expansion of a light industrial use to fully address potential impacts to neighboring uses or the community at large.

For the reasons stated above I respectfully request that the Planning Commission recommend denial of the requested zone change, finding that the proposed use is incompatible with the surrounding agricultural zones and uses, that the goals of the General Plan will not be met by the zone change, and the property does not meet the minimum criteria set forth in the Eastern Summit County Code section 11-3-11(c) for new light industrial uses.

Sincerely,

Sherrie Llewelyn

Sherrie Llewelyn

Kirsten Whetstone

From: Katie Cannarella <zipityy@gmail.com>
Sent: Wednesday, December 4, 2019 6:21 PM
To: Kirsten Whetstone
Subject: Extra Space Storage Rezone

Re: 2361 W SR 248 Rezone Parcel CD-245

Dear Ms. Whetstone,

I am unable to attend the December 5 meeting regarding this rezone but would like my voice heard. I am adamantly opposed to such a large industrial project at the gateway of our beautiful valley for several reasons:

1. The Kamas Valley is and should be kept an agricultural and rural living community. That is why I chose to live here.
2. The downhill location would be extremely dangerous for ingress and egress.
3. This is a wildlife corridor for deer and elk. I see them every day throughout the day. My property is adjacent on the back side of this land. 4. The proposed project will be an eyesore as one enters and exits Kamas. It will devalue our area due to poor planning.

I know that our community is growing and industrial locations are wanted to subsidize the haphazard growth of Park City's needs. However, we currently have other self storage locations sufficient for our area.

Please don't blight our gorgeous valley. Summit County and Kamas Valley need a well thought out plan for the future.

Respectfully,
Katie Cannarella

2170 W 200 S
Kamas

Kirsten Whetstone

From: Peter Barnes
Sent: Friday, December 6, 2019 9:31 AM
To: Kirsten Whetstone
Subject: FW: Kamas entryway development

I think this might be for you...

-----Original Message-----
From: Barbara Richardson [mailto:barbarakayrich@gmail.com]
Sent: Friday, December 6, 2019 9:04 AM
To: Peter Barnes <pbarnes@summitcounty.org>
Subject: Kamas entryway development

The corridor into Kamas still has an open, rural presence. That was the main wish of everyone who responded to the recent polling about how to keep our valley great: keep the pasturelands open.

Please do not allow storage facilities to take the place of the farmhouses that were recently demolished. And please do everything you can to secure the safety of the stand of large willow trees. Those trees have stood sentry for nearly 100 years, and give so much pleasure to our valley. Their orange color in winter is the most beautiful thing to see on the approach to town.

We will be wise to protect the remarkable things we have here and those trees and our open pastures are the best. Many of us hope that 248 can be rezoned so that it remains agricultural. This would drive all of the major business improvements downtown, where we need them. A vibrant Main Street would benefit everyone.

Thank you so much,
Barbara Richardson

https://gcc02.safelinks.protection.outlook.com/?url=www.barbarakrichardson.com&data=02%7C01%7Cpbarnes%40summitcounty.org%7Ce96197cde5ff473cfa8008d77a65ee8b%7C497f0086ed7845149cc43715b1894e4e%7C0%7C0%7C637112450546920436&sdata=lkOAAE1jZRKng5CMRnZ0q%2BzBD5faKgiSNEpKmaAjer0%3D&reserved=0
https://gcc02.safelinks.protection.outlook.com/?url=www.starlandscapingutah.com&data=02%7C01%7Cpbarnes%40summitcounty.org%7Ce96197cde5ff473cfa8008d77a65ee8b%7C497f0086ed7845149cc43715b1894e4e%7C0%7C0%7C637112450546920436&sdata=WlBgTQY%2BdS0X4ZqRcVqBYNHGaoT7e3wBHkqWkbTfE%2BM%3D&reserved=0

Kirsten Whetstone

From: bobbiwhitehead@verizon.net
Sent: Tuesday, December 17, 2019 10:14 AM
To: Kirsten Whetstone
Subject: Rezone of 2361 SR 248 CD- 425

Hello Ms Whetstone -

I am writing to express my opposition to the proposed rezone of CD-425 - 2361 W SR 248 from AG-5 to Light Industrial. A rezone is likely to set a precedent for additional property owners to request rezone for development along the corridor to Kamas Valley in Summit County.

The location is not conducive to accommodate traffic in and out - especially with the recommendation that office condo space is added on a second floor similar to PCBC?? That would also be an encouragement to park work trucks and trailers, supplies and materials on the exterior and in plain site. How much additional parking would be needed to accommodate that? Will there also be the allowance for residential condo space as being allowed by Wasatch County at Park East and Summit County at Park East II?

Storage units are generally accessible 24/7 - which could present a safety and noise issue for residents of the area. Storage facilities are generally well lit - how will light pollution be prevented? Light pollution that would affect the neighboring residences, residents traveling in and out of town as well as wildlife that live in the area. Unattractive signage presenting visual pollution along the Gateway to the Uintas is not acceptable in a rural community.

There was mention of the UDOT building being adjacent - as we all know this should be a moot point as we are all aware that there is no say in the matter if the state chooses a location. But why increase the industrial appearance just because the state already started it?

The mention that the land is not suited for grazing cattle - that certainly is not the only allowed and permitted use of AG-5 zoning as indicated on the Chart 11-3-16. I find it irresponsible of Eastern Summit County Planning Commission members to have made reference of that when there are additional uses that would be much less disruptive to the parcel.

I truly hope the Commission will take into regard that this could be the start of an industrial spiral in a rural agricultural area.

Sincerely,
Bobbi Anne Whitehead
Kamas Valley Resident

(note: CD-425 was inadvertently referred to as CD-245 in public hearing notices)

Kirsten Whetstone

From: Peter Barnes
Sent: Monday, December 9, 2019 11:57 AM
To: Kirsten Whetstone
Subject: FW: Storage units 248

FYI

-----Original Message-----
From: camilla hartman [mailto:camihart50@gmail.com]
Sent: Saturday, December 7, 2019 2:51 PM
To: Peter Barnes <pbarnes@summitcounty.org>
Subject: Storage units 248

We have enough storage units in Kamas and don't need more. How about small apartments or town homes instead tastefully done and not to big and leave most the land free.
Sent from my iPhone

Kirsten Whetstone

From: Eugene Cannarella <drcannarella@gmail.com>
Sent: Wednesday, December 4, 2019 6:41 PM
To: Kirsten Whetstone
Subject: Public Hearing Notice - Extra Space Storage

Re: 2361 W SR 248 Rezone Parcel CD-245

Dear Ms. Whetstone,

I am unable to attend the December 5 meeting regarding this rezone but would like to express my concerns. I am adamantly opposed to such a large industrial project at the gateway of our beautiful valley for several reasons:

1. The Kamas Valley is and should be kept an agricultural and rural living community. That is why I chose to live here.
2. The downhill location would be extremely dangerous for ingress and egress.
3. This is a wildlife corridor for deer and occasional elk. My wife and I see the deer daily. My property is adjacent on the back side of this land.
4. The proposed project will be an eyesore as one enters and exits Kamas. It will devalue our area due to poor planning. There are better locations for commercial projects that would not be such an eye sore and traffic danger.

I know that our community is growing and industrial locations are wanted to subsidize the haphazard growth of Park City's needs. However, we currently have other self storage locations sufficient for our area.

Please don't blight our gorgeous valley. Summit County and Kamas Valley need a well thought out plan for the future. There is a reason that the citizens of Kamas live here. We do not want to be like the Park City area!

Respectfully,
Gene Cannarella

2170 W 200 S
Kamas

Sent from my iPad

Kirsten Whetstone

From: Pat Putt
Sent: Monday, December 9, 2019 9:10 AM
To: Katie Stellpflug
Cc: Kirsten Whetstone
Subject: Re: Kamas Entry Corridor

Katie:

Thanks so much for reaching out on this matter. I know it is a busy time of year for you; therefore, seeing that you took time out of your schedule indicates the importance of this issue to you.

The project you speak of is a request to rezone 2361 West SR-248 from AG-5 (agricultural and residential uses on a 5ac. minimum parcel) to Light Industrial (LI) for commercial storage units. No decision on the project has been made yet. The next public hearing is scheduled for February 6th in Kamas. Our office has been receiving a number of e-mails this past week regarding the project. Kirsten Whetstone is our planner assigned to the project. I've copied her on this e-mail so that I can connect the two of you. Don't hesitate to reach out to either of us if you wish to sit down and discuss the project and/or where it is in the process.

BTW, great to hear you are skiing over at WPT. Andi really loves working there. Has the Forest Service groomed out in Mirror Lake Highway area yet. Their grooming last year was exquisite.

Have a great holiday season, Katie. Go Badgers!

Pat

From: Katie Stellpflug <katie@art-ique.com>
Date: Sunday, December 8, 2019 at 3:08 PM
To: Pat Putt <pputt@summitcounty.org>
Subject: Kamas Entry Corridor

Hi Pat,

I was not able to make it to the planning commission meeting the other night in Kamas. I heard that the discussion was regarding the entry corridor to Kamas where the Wagstaff barn was recently torn down, along with other homes. I heard there was possibility of storage units going in along that entry, and I would hate to see that happen, as it does not seem the appropriate "Gateway to the Uintas" welcome into our beautiful valley. Of course, so many concerned citizens who recently saw these historic buildings torn down also would hate to see the beautiful willow trees taken down too, as that would truly be disappointing as well!

I'm not sure if you are the person to contact regarding this, if not, can you point me in the direction to someone else to reach out to?

I met your wife the other day at White Pine Nordic Center!

Katie

ARTIQUE
283 N. Main Street

Kirsten Whetstone

From: Peter Barnes
Sent: Friday, December 6, 2019 10:03 AM
To: Kirsten Whetstone
Subject: FW: Development of the 248 Entry Corridor

Importance: High

FYI

From: Carol Tyrrell [mailto:cabtiii@gmail.com]
Sent: Friday, December 6, 2019 9:56 AM
To: Pat Putt <pputt@summitcounty.org>; Peter Barnes <pbarnes@summitcounty.org>
Subject: Development of the 248 Entry Corridor
Importance: High

Dear Mr. Putt and Mr. Barnes,

I am writing to let you both know that my family and I are adamantly opposed to allowing storage buildings on the 248 entry corridor. We have only lived in the Kamas Valley for 4 years, but moved here specifically for the small town feel. Though we clearly understand that development and growth are inevitable, there are ways to direct that development and growth that maintains the character of the area. More storage units placed on the entry corridor is not one of them.

Thank you for your time and consideration

Carol Tyrrell
Larry Tyrrell
MacLaren Tyrrell

Kamas, UT 84036
435-640-8048

Kirsten Whetstone

To: Jan Perkins
Subject: RE: Follow-up letter RE: public hearing on storage units 12/5/19

Thank you Jan,
Yes, this is my Summit County work email.
I'll let them know that my contact info is not on the County Website.

Kirsten

Kirsten A. Whetstone, MS, AICP
Summit County Community Development
kwhetstone@summitcounty.org

435-336-0157

From: Jan Perkins <jan@janperkins.com>
Sent: Thursday, December 5, 2019 2:38 PM
To: Kirsten Whetstone <kwhetstone@summitcounty.org>
Subject: Follow-up letter RE: public hearing on storage units 12/5/19

Dear Kirsten,

I am guessing that this is your correct email as the county website still does not list your contact info. I have the commission's emails but not yours.
Just wanted to make sure that you receive my letter also.

Thank you,

Jan Perkins

Dear Summit County Eastside Planning Commission, and Kirsten Whetstone:

As I mentioned in my previous letter last month, I am very much opposed to this rezone change for storage units or light industrial, for the reasons I have stated previously in addition to the following reasons:

-This summer another applicant requested a zone change in Marion from one per five to light industrial and they were denied - thank you!

- Storage units are sprawl. Period.
As you know, a great amount of time (years actually), effort, study, and debate was invested into rezoning the Eastside with the idea of preserving our rural heritage, enhancing our unique character, while allowing for responsible growth and to really mitigate sprawl.

-Storage units do not fit the General Plan in my opinion because they are sprawl; unless the General Plan now advocates to approve sprawl.

-This view corridor into the Kamas Valley is still beautiful, impressive, and unique.
Kamas appears to be doing its level best to destroy this resource of rural beauty and richness with sprawl, and UDOT has generously added to it also. This does not mean that the County needs to increase sprawl as well.

-Storage units on both, or either, side of highway 248 will cause unnecessary traffic congestion.

-I know that you know all of this but I want to restate it because it's important to remember:
Storage units support the habit of mindless consumerism - the acquiring of "stuff". In other words, storage units support wastefulness by simply postponing the inevitable - that our purchased items that end up in storage units will eventually end up in landfills, dumps, and worse.
Do we really want to perpetuate wastefulness by allowing storage units to continue to multiply on the Eastside? As you know, our purchasing habits contribute directly to climate change. How do we curtail massive waste in our landfills and other places? I think one way is by regulating, limiting, where we can put our excess stuff? We have to start somewhere. Storage units perpetuate the massive waste problem. Our country is pretty much the only country in the world still in denial of climate change. And as you know, we are the biggest contributors of garbage and waste. Please do not perpetuate this problem by zoning for storage units.

*Please See article below, published today on NPR regarding this cycle. It directly addresses storage units as contributing to the problem, among other aspects.
https://www.npr.org/2019/12/04/784702588/the-best-thing-you-can-do-is-not-buy-more-stuff-says-secondhand-expert

And while I'm on the subject of climate change, when do we start requiring all buildings, especially commercial buildings, to install renewable energy systems, solar, wind, etc.?
Why aren't renewable energy systems mandatory yet for all commercial buildings in the county?

-I think it's curious that we do not see unsightly storage units in Deer Valley, White Pine Canyon, Promontory, Deer Crest, etc. Perhaps better planning and zoning? Why allow this happen on the Eastside? Because sprawl is not acceptable on the Eastside either.

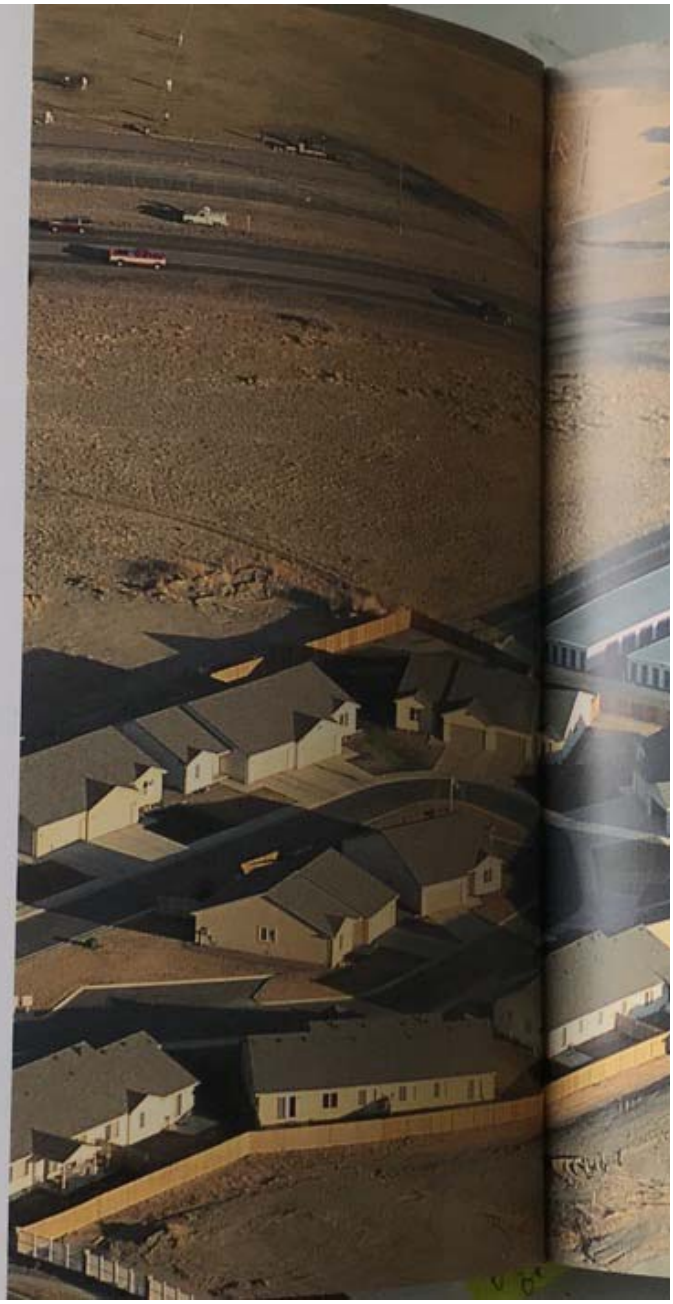
Thank You,

Jan Perkins

P.S. I am sending this page again from the book: A Field Guide to Sprawl by Dolores Hayden because I don't think the caption was legible in my last letter.

Ground cover

Ground cover means inexpensive, easily bulldozed buildings such as self-storage units, constructed to generate income while a developer holds land, waiting to build a more profitable project. A developer's joke, this usage plays on the landscape architects' term to describe low plants holding soil. Taxpayer is an older term for a small roadside shack, a secondhand car lot, or even a billboard used for the same purpose. Ground cover avoids an alligator. The ground cover in Pueblo, Colorado, sits next to a fenced subdivision, a subdivision under construction, and an apartment complex. Citizens looking at ground cover should ask, "What next?"



From:	bobbiwhitehead@verizon.net
To:	Kirsten Whetstone
Subject:	Fwd: Rezone of 2361 SR 248 CD- 425
Date:	Monday, October 12, 2020 9:25:32 PM

Hello Kristen -
I hope things are well. I am resubmitting my previous comments below in my opposition to the re-zone and development of CD-425. I trust they will be taken into consideration by the commission.

Thank you.
Bobbi Whitehead

-----Original Message-----
From: bobbiwhitehead@verizon.net
To: kwhetstone@summitcounty.org
Sent: Tue, Dec 17, 2019 10:14 am
Subject: Rezone of 2361 SR 248 CD- 425

Hello Ms Whetstone -

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Sincerely,
Bobbi Anne Whitehead
Kamas Valley Resident

(note: CD-425 was inadvertently referred to as CD-245 in public hearing notices)

EXHIBIT H

DRAFT
DEVELOPMENT AGREEMENT

FOR THE

MOUNTAINSIDE STORAGE REZONING AND MASTER PLANNED DEVELOPMENT

March 2021

WHEN RECORDED RETURN TO:

Helen E. Strachan
Deputy County Attorney
60 North Main Street
PO Box 128
Coalville, Utah 84017

Tax ID # CD-425

DEVELOPMENT AGREEMENT FOR MOUNTAINSIDE STORAGE REZONING AND MPD, EASTERN SUMMIT COUNTY, UTAH

THIS DEVELOPMENT AGREEMENT ("**Development Agreement**") is made and entered into as of the ___ day of _____, by and between Summit County ("**County**"), a political subdivision of the State of Utah, and Redoubt Excavation Inc, ("**Developer**"). Developer and the County are referred to herein collectively as the "**Parties**" and individually as a "**Party.**"

RECITALS

A. Developer is the owner of Summit County Tax Id. CD-425, consisting of 13.28 acres of land in Eastern Summit County, generally located at 2361 W SR 248, as more particularly described in Exhibit A attached hereto and incorporated herein (the "**Property**").

B. Developer desires to develop a commercial project to be known as Mountainside Storage, construction plans for which are more particularly described in Exhibit B herein ("the **Project**").

C. Development of the Project required that the Property be rezoned from the Agriculture Grazing (AG-5) zoning district to the Commercial (C) zoning district pursuant to the Eastern Summit County Development Code (the "**Code**").

D. The County has approved a rezone for the Property to the Commercial (C) zoning district (the "**Rezone**") through adoption of Ordinance No. ___ (the "**Rezone Ordinance**

”).

E. In addition, the Code requires that the Developer submit a Master Planned Development or “MPD” with the request to rezone the Property.

F. Developer has proposed specific plans with respect to the Project, which has been specifically planned in response to direction from County staff, the Eastern Summit County Planning Commission, and the Summit County Council.

G. Developer’s Rezone and associated MPD for the Project, is conditioned upon and implemented through this Development Agreement which agreement sets forth herein such land uses, land use classifications, and development plans as are permitted.

H. This Development Agreement identifies the standards and procedures that will be applied to the required administrative approvals contemplated in connection with the future development of the Project.

I. This Development Agreement provides data regarding the site plan, architecture, Developer obligations and contributions and other relevant data relating to the Project. The County and the Developer agree that each shall comply with the standards and procedures as described in this Development Agreement and its accompanying Exhibits, the then existing Code, and the then existing Eastern Summit County General Plan (the “**General Plan**”) with respect to all required development approvals.

J. The County, acting pursuant to its authority under Utah Code Ann. $ 17-27a-101, et. seq., the Code, and the General Plan, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion has elected to approve the use, density and general configuration of the Project in the implementation of the Rezone pursuant to this Development Agreement.

FINDINGS

The County Council of Summit County, Utah (the "**County Council**"), acting in its legislative capacity, has made the following determinations, including all findings of fact and conclusions of law as are necessary to make each of the following determinations:

1. Following lawfully advertised public hearings on December 5, 2019, March 5, 2020, and November 5, 2020, the Rezone received a recommendation for approval by action of the Eastern Summit County Planning Commission (the "**Planning Commission**") taken on December 3, 2020. The County Council held a lawfully advertised public hearing on _____, and during a lawfully advertised public meeting on _____, approved the Rezone under the process and procedures set forth in the Code and General Plan.

2. The County Council held a lawfully advertised public hearing on _____ to consider the Project and this Development Agreement. Thereafter, on _____, the County Council approved the terms and conditions of the Development Agreement. In making such approval, the County Council made such findings as are required as a condition to the approval, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated Findings herein.

3. The Project, as embodied in this Development Agreement, implements the Rezone, and provides specific uses, densities, and configurations, which define what can be developed on the Property within the Commercial Zone District. Uses and densities not reflected within the Development Agreement and Rezone Ordinance are prohibited within the Commercial Zone District as applied to the Property.

4. The Project, as reflected in and conditioned by the terms and conditions of this Development Agreement, is in conformity with the General Plan, any existing capital improvements programs, the provisions of the Code, to include concurrency and infrastructure requirements, and all other development requirements of the County.

5. The Project contains features which advance the policies, goals and objectives of the Eastern Summit County General Plan beyond mere conformity, including the following: (i) increased open space and building setbacks; (ii) provision of an affordable manager's unit; and (iii) compatible massing and articulation (breaking up of buildings and rooflines) and (iv) high quality architecture and materials.

6. There exist adequate provisions for mitigation of all fiscal and service impacts on the public, the County, and its Special Districts.

7. The Project meets the development quality and aesthetic objectives of the General Plan and Code, is consistent with the goal of orderly and appropriately placed growth in Eastern Summit County, and minimizes construction impacts on public infrastructure.

8. Construction management impacts and mitigation will be reviewed during the Conditional Use Permit to ensure that all impacts unacceptable to the County are considered and mitigated with strict adherence to a Construction Mitigation Plan.

9. The Developer has committed to comply with all appropriate concurrency and infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement, including all applicable impact fees to the County and its Special Districts.

10. The proposed Project reasonably assures that life and property within Eastern Summit County is protected from any adverse impact. The Developer shall take appropriate measures to prevent harm to neighboring properties and lands, including nuisances.

11. A Master Planned Development (**MPD**) is a requirement of Section 11-4-12 (B) (1) of the Code, required to be submitted with any request for amendment to the Zone District Map (Rezoning).

12. The Project is designed to fit well into the natural terrain, minimize excessive site grading and protect and preserve the surrounding area.

13. The Project makes suitable provisions for the protection, preservation, and enhancement of watercourses, drainage areas, wooded areas, rough terrain, and similar natural features.

14. The Project takes adjacent land uses into consideration and mitigates potential impacts, including but not limited to flooding, erosion, subsidence, sloping of the soil or other dangers and nuisances, through careful planning.

15. The Project has direct vehicular access from a public road or suitable private road or driveway access meeting all requirements of the County Engineer and Fire Marshal.

16. The Project has a secondary point of access/emergency access or other mitigation satisfactory to the Summit County Engineer and Fire Marshal.

17. There are no roads/streets within the Project.

18. Existing or proposed utility and public services are adequate to support the Project at normal service levels and are designed in a manner to avoid adverse impacts on adjacent land uses, public services, and utility resources.

19. The proposed structures within the Project are located on reasonably developable portions of the site. The open areas within the Project are designed so that existing significant vegetation can be maintained to the greatest degree possible.

20. The Project includes adequate internal vehicular and, where deemed necessary, pedestrian/equestrian/bicycle circulation.

21. The Project includes adequate areas for snow removal and snow storage.

22. All exterior lighting within the Project is proposed to be down directed and fully shielded.

23. The Project, as conditioned, complies with all the requirements of the Code.

24. The Project, as conditioned, is consistent with the General Plan.

25. The Project, as conditioned, is compatible with adjacent land uses and will not be overly burdensome on the local community.

26. The Project, including the specific development plan, as conditioned herein, complies with applicable standards and criteria for approval as described in Chapter 4 of the Code.

27. The Project will not adversely affect the public health safety and general welfare of the County.

28. The Project is generally consistent with the goals and objectives of the General Plan, all other criteria and considerations described in Section 11-4 of the Code, and said action is necessary to promote the public health, safety and welfare of the residents of eastern Summit County.

29. The Project's conditions protect life and property from natural or manmade hazards, ensure orderly growth within Eastern Summit County, and prevent harm to neighboring properties and lands, including nuisances.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Developer hereby agree to the following:

ARTICLE 1
DEFINITIONS

1. Definitions**:** As used in this Development Agreement, in addition to the words and phrases defined above, the words and phrases specified below shall have the following meanings:

   1.1. Act means the County Land Use, Development, and Management Act, Utah Code Ann. §§ 17-27a-101, *et seq.* (2005).

1.2. 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.

1.3. Buildout means the completion of all the development on all the Project.

1.4. Construction Plans means the maps or drawings accompanying a final site plan and showing the specific location and design of improvements to be installed on the site of the Project in accordance with the conditions of approval of the site plan.

1.5. Mountainside Storage CUP means a comprehensive development plan subject to final approval by the Planning Commission, which shall designate all development parameters, site and landscape plans, architectural design and materials, location of all public and private amenities which service the Project and establish a Construction Mitigation Plan and a Project Management Plan.

1.6. Development Application means an application to the County for development, including a building permit or any other permit, certificate or other authorization from the County required for development of the Project.

1.7. Director means the Summit County Community Development Director.

1.8. Effective Date means the effective date of the Summit County Ordinance that approves this Agreement.

1.9. Intended Uses means uses that are approved for all or portions of the Project. Certain uses may require additional permits, such as a Low Impact Permit or a Conditional Use Permit.

1.10. Open Space means any land which is in, either: an open and undeveloped condition including, without limitation, non-buildable areas, landscaped areas, natural areas, wildlife or native plant habitat, wetlands, watersheds, streams and stream corridors, wildlife preserves, preserved historic sites, and areas for active or passive recreational activities.

ARTICLE 2
THE PROJECT

2. Legal Description of the Property: The legal description of the Property upon which the Project is to be located is set forth in Exhibit A, attached hereto and incorporated herein. No additional land may be added to the legal description of the Property for the Project for purposes of this Development Agreement, except by written amendment signed by the Parties hereto. Unless expressly set forth herein, this Development Agreement shall not affect any land other than the Property.

Intended Uses, Density, and Configuration: Notwithstanding the Rezone, which is a condition precedent to the efficacy of this Development Agreement, the development of the Project is limited by and must be consistent with the uses, densities, and configurations, and specific conditions and standards set forth in this Article and with those described in the attached Exhibit B. The Project is approved subject to the following conditions, which are in addition to all other conditions specified in this Development Agreement.

2.1. Intended Uses and Densities: The Project, as configured and shown in Exhibit B, is approved as follow for self-storage units and contractor's offices and warehousing to be constructed in two phases. Phase 1 consists of 1) a 2,400 square foot two-story building, Building A, consisting of a storage unit leasing office and a 1,200 square foot accessory caretaker's dwelling unit, and 2) up to five hundred seventy-five (575) commercial self-storage units (up to 126,640 square feet total area) ranging in size from 50 square feet to 600 square feet within ten (10) buildings (Buildings B – K). Phase 2 consists of either a): up to three hundred and seventy (370) commercial self-storage units (up to 77,650 square feet total area) or b): one hundred and fifty (150) commercial self-storage units (up to 33,000 square feet total area) and four (4) 2,000 square foot (8,000 square feet total area) contractor offices with associated warehousing and storage. Project Plans are attached hereto as Exhibit B and incorporated herein.

2.2. Chart of Allowed and Permitted Uses: The Property shall be eligible for certain uses as set forth in Exhibit C.

3. Development Configuration**:** The development configuration of the Project shall be as shown and generally described on the Plans attached hereto as Exhibit B, such that a minimum of 15% of the overall Property remains Open Space. Maximum building coverage

allowed is 60% and the Plans show less than 40% of the site is covered by floor area of buildings. Front setbacks are a minimum of fifty feet (50') from the front Property line. Rear and side setbacks are a minimum of twenty-five feet (25') from the rear and side Property lines.

4. Phasing**:** Developer may apply for Building Permit(s) from time-to-time to develop and/or construct portions of the Project in phases as described and as illustrated in Exhibit "B". Amendments to the phasing plan may be requested with approval from the Director.

5. Building Permit Required: Prior to the commencement of development activity or construction of any structure authorized in this Development Agreement, a Building Permit must be obtained from the County in accordance with all applicable requirements of the Code. Failure to comply shall be grounds for denial/revocation of Building Permits issued to the Final Subdivision Plat.

6. County and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, Developer shall, at its expense, secure, or cause to be secured, an and all permits which may be required by the County or any other governmental entity having jurisdiction over the work.

7. Development Infrastructure: Developer shall comply with the applicable sections of the Code for off-site and Project infrastructure requirements prior to issuance of any building permit, including but not limited to the following:

7.1. Water Services: Water for the Project shall consist of wells and waterlines constructed by Developer. Developer is responsible for providing the installation of a 5,000-gallon water storage tank, or as otherwise required by the South Summit County Fire District.

7.2. Fire Protection: Developer shall provide a 5,000-gallon water storage tank, or as otherwise required by the South Summit County Fire District. No building permit shall not be issued until Developer has procured approval from the South Summit County Fire District. Development of the Project is required to adhere to current standards and regulations as set forth by the South Summit Fire District.

7.3. Wastewater: Developer shall be responsible for providing the installation of onsite wastewater treatment systems as required and permitted by the Summit County Department of Health. A building permit shall not be issued until Developer has procured approval from the Summit County Health Department for such wastewater system design.

7.4. Weed Control: The Project shall adhere to current standards and regulations pertaining to the control of noxious weeds, as set forth by the County.

7.5. Roads**:** No new roads are proposed to serve the Project. There is an existing agreement as to the shared access road with UDOT. A stop sign shall be installed prior to issuance of a final certificate of occupancy associated with the First Phase of the Project, if required and permitted by UDOT.

7.6. Other Service Providers: Prior to approval of any Low Impact Permit or Conditional Use Permit for the Project, the Director shall secure input regarding the Project from all other affected agencies and service providers, including but not necessarily limited to the South Summit Fire District, County Engineer, County Health Department, Rocky Mountain Power, State Division of Wildlife Resources and UDOT.

7.7. Development Improvements Agreement. A building, grading, or other related development permit will not be issued until an adequate Development Improvements Agreement, in accordance with Title 11, Chapter 6 of the Code and in a form acceptable to the County, has been accepted by the County. The County staff shall review the Developer's proposal for a Development Improvements Agreement and provide its recommendation to the County Manager. Following the submission of the Staff recommendation to the County Manager on the Development Improvements Agreement, said agreement shall be placed on the Agenda of the County Manager for final approval.

8. In the event of a procedural conflict between the Code and this Development Agreement, the provisions of this Development Agreement shall govern. The decision of the Director shall be the final decision of the County with respect to the interpretation of this Development Agreement.

2.14 Management Plan: At time of final Conditional Use Permit and prior to issuance of a building permit, Developer shall provide a Management Plan detailing the elements outlined in the approved MountainSide Storage Rezoning and MPD Application. Elements of the Management Plan will include, but are not limited to:

a. Use of buildings.
b. Restrictions on storage of hazardous materials included with all leases.
c. Security measures and hours of operation
d. Lighting management plan to protect the Dark Sky.
e. Measures to maintain landscaping on the site.
f. Measures to minimize impact to adjacent landowners.

g. Measures to collect and filter stormwater runoff and snow storage runoff, to protect ground water and adjacent property.
h. Measures to protect wildlife migration areas as required by the State.
i. Improvement and utilization of existing infrastructure.
j. Adherence to the Code and approved plans.
k. Design Guidelines to govern development and future management of Project, including architectural style, massing, articulation, character, and materials; landscaping; fencing; parking; lighting; and signs.
l. Encourage use of "Green" practices during construction and occupancy, including consideration of solar PV panels for generation of all required site power.
m. Ongoing maintenance of Project improvements, including provisions for enforceability of the Management Plan.

2.15 Provision of Municipal Services. The County shall provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police, fire, and other emergency services. The County shall not be required to provide services to the private access way or driveways within the Project such as snow removal, cleaning, maintenance, etc.

ARTICLE 3
VESTED RIGHTS

3.1 Vested Rights: Subject to the provisions of this Development Agreement during the terms of this Development Agreement, Developer shall have the vested right to develop and construct the Project in accordance with the uses, densities, phasing, and configurations of development approved by this Development Agreement. It is contemplated that these vested rights are exempt from the application of the Code and to subsequently enacted ordinances only to the extent that the Code and ordinances conflict specifically with such vested rights and to the extent that such exemption is necessary to resolve such conflict.

3.2 Reserved Legislative Powers: Developer acknowledges that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in this Development Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah (Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah 1980) or successor

case and statutory law). Any such proposed legislative changes affecting the vested rights of the Project and terms and conditions of this Development Agreement applicable to the Project shall be of general application to all development activity in Eastern Summit County Planning District; and, unless the County declares an emergency, Developer shall be entitled to the prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. In the event that the County does not give prior written notice, Developer shall retain the right to be heard before an open meeting of the County Council in the event Developer alleges that its rights under this Development Agreement have been adversely affected.

ARTICLE 4
PROCESSES

4.1 Rezone, Conditional Use Permit, Development Agreement Application Fees. Pursuant to the provisions of County regulations, the Developer has paid all fees for Rezone, Conditional Use Permit, and Development Agreement applications associated with the approval of this Project Developer shall receive no further credits or adjustments with respect to fees paid prior to the approval of this Development Agreement toward any other development review fees, building permit fees, engineering fees, platting or similar standard review fees or other fees generally applicable to development approvals. Developer does not waive any rights to apply for all fee waivers available according to the Code.

4.2 Impact Fees. In consideration for the agreements of the County in this Development Agreement, the Developer agrees that Developer shall be subject to all impact fees of the County or any special district which are: (i) imposed at the time of issuance of building permits, and (ii) generally applicable to other property in the Eastern Summit County Planning District and, shall be entitled to similar treatment afforded other vested projects if the impact fee regulation makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the impact fee regulation. Notwithstanding the agreement to subject the Project to impact fees under the above-stated conditions, the Developer does not waive any rights under any applicable law to challenge the reasonableness of the amount of the fees in conformance with and subject to the provisions of the Impact Fees Act. Developer does not waive any rights to apply for all fee waivers available according to the Code.

ARTICLE 5
SUCCESSORS AND ASSIGNS

5.1 Binding Effect: The DA shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Project so transferred in accordance with the provisions of Article 5.2 hereof.

5.2 Transfer of the Project: Developer shall be entitled to transfer any portion of the Project subject to the terms of the Development Agreement upon written notice to the County. Notwithstanding the foregoing, the Developer or other owners of all or any part of the Project shall not be required to notify the County with regard to the sale or financing of any part of the Project, which has received development approval in accordance with the terms of this Development Agreement, so long as the development obligations with respect to such have been met. In the event of any such transfer of Developer's interests in the Project prior to the satisfactory completion of the development obligations under this Development Agreement with respect to that portion of the Project transferred, the transferee shall be deemed to be a Developer for all purposes under this Development Agreement with respect to that portion of the Project transferred. For purposes of Articles 5.2 and 5.3, the term "development obligations" shall mean those obligations set forth herein.

5.3 Release of Developer**:** In the event of a transfer or conveyance of all or a portion of the Project consistent with the provisions of Article 6.2 above, the Developer shall obtain an assumption by the transferee of Developer's obligations under this Development Agreement, and, in such event, the transferee shall be fully substituted as Developer under the Development Agreement as to the property so transferred, and upon recordation of the conveyance document or instrument, the Developer making such transfer shall be released from any further obligation with respect to this Development Agreement as to the property so transferred.

5.4 Obligations and Rights of Mortgage Lenders**:** The holder of any mortgage, deed of trust, or other security arrangement with respect to the Project, or any portion thereof, shall not be obligated under this Development Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Development Agreement and any amendments which pertain to the Project or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Project, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure shall take the Project, or such portion thereof, subject to any pro rata claims for payments or charges against the Project, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by Development Agreement and any amendments, and, as would be the case in any assignment, the purchaser of the Project from the holder shall be subject to all of the terms and conditions of the Development Agreement, including the obligation to complete all required amenities and improvements.

ARTICLE 6
DEFAULT, EXPIRATION & TERMINATION

6.1 Default.

6.1.1 Events of Default. An event of default (''Event of Default"), under this Development Agreement occurs upon the happening of one or more of the following events or conditions:

6.1.1.1 A warranty, representation or statement made or furnished by the Developer to the County in this Development Agreement, including any Exhibit hereto, which is false or proves to have been false in any material respect when it was made.

6.1.1.2 A finding and determination made by the County following a periodic review that upon the basis of substantial evidence the Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

6.1.1.3 Any other event, condition, and willful act or omission which materially interferes with the intent and objective of this Development Agreement.

6.1.2 Procedure Upon an Event of Default.

6.1.2.1 Within ten (10) calendar days after the occurrence of default or becoming aware of the occurrence of default, the Party claiming the default shall give the Party alleged to have committed the default (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 after receipt of written notice to cure the default. After proper notice and expiration of the thirty (30) day cure period without cure, (i) Developer, if the County is the Defaulting Party, may take all appropriate legal action, or (ii) County, if the Defaulting Party is the Developer, may terminate this Development Agreement by giving written notice in accordance with this Development Agreement. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty-day cure period provided above, in the event more than thirty days is reasonably required to cure a default and the Defaulting Party, within the thirty (30) day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended

for such additional period as the Defaulting Party is prosecuting those actions diligently to completion.

6.1.2.2 The County does not waive any claim of defect, default, or breach in performance by Developers, if on periodic review the County does not propose to modify or terminate this Development Agreement.

6.1.2.3 Should the County terminate this Development Agreement under the provisions hereof, development of the Project will thereafter proceed in compliance with the applicable Code and General Plan then in existence and subject to permitted uses outlined in the Rezone Ordinance, unless a subsequent MPD and Rezone is approved. All other provisions of Utah state law shall apply.

6.1.2.4 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, and 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.

6.1.2.5 Adoption of law or other governmental activity making performance by the Developer unprofitable, more difficult, or more expensive does not excuse the performance of the obligation by the Developer.

6.1.2.6 All other remedies at law or in equity which are consistent with the provisions of this Development Agreement are available to the Parties to pursue in the event there is an Event of Default.

6.2 Expiration and Termination.

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

6.2.2 Termination Upon Completion of Development. This Development Agreement shall terminate on the earlier of (a) that certain date that the Project has been fully developed and the obligations of Developer and the County in connection therewith are satisfied, or (b) the expiration of the Term as set forth in Article 8.5. Upon such occurrence, Developer may request that the County record a notice that this Development Agreement has been fully performed and therefore terminated as to the

Project.

6.2.2.1 The Development Agreement shall expire upon completion of the project and when development obligations have been satisfied. Upon expiration of this Development Agreement, following completion of the Project, the Project will continue to be subject to conditions of the approved Master Planned Development, and shall comply with applicable Code and General Plan then in existence for any changes to the Master Planned Development, and shall be subject to the Rezone Ordinance for permitted uses. All other provisions of Utah state law shall apply.

6.2.3 Termination Upon Non-commencement of Development.

6.2.3.2 Upon expiration of the Development Agreement due to non-commencement of construction within the five-year timeframe, the Property will revert back to provisions and uses of the AG-5 Zone District and any development of the Property will be subject to the applicable Code and General Plan then in existence. All other provisions of Utah state law shall apply.

6.2.3 Termination upon Default. This Development Agreement shall be subject to termination by the County prior to the completion of the Project when an Event of Default by Developer remains unresolved after notice and the opportunity to cure provided by Article 7.1. The termination of this Development Agreement shall be exercised by the County Council after written notice to all Parties and after a public hearing providing the Developer with an opportunity to speak and be heard by the County Council. The County Council may determine that upon termination, certain obligations of Developer survive the termination of this Development Agreement.

6.2.4 Effect of Termination on Developer Obligations. Termination by the County of this Development Agreement with respect to the Project pursuant to Article 6.2.3 shall not affect Developer's obligation to comply with the terms and conditions of any applicable zoning, site plan, building permit, or other land use entitlement approved with respect to the rest of the Project, nor shall it affect any other covenants or other development requirements specified or created pursuant to this Development Agreement. Subject to Article 6.2.1, termination of this Development Agreement with respect to the Project shall not affect or invalidate Developer's obligations as specific herein or its obligations of indemnification and defense under Article 6.14 (Correct Article?).

6.2.5 Effect of Termination on the County Obligations. Upon any termination of this Development Agreement with respect to the Project, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Development Agreement and any amendments hereto shall no longer be vested by reason of this Development Agreement with respect to any portion of the Project then undeveloped and not then covered by a subdivision plat, site plan or building permit

application. Those undeveloped portions of the Project may be subject to then existing planning and zoning law. Upon such a termination, the County shall no longer be prohibited by this Development Agreement from making any changes or modifications to such entitlements, conditions, or fees applicable to such undeveloped portions of the Project.

6.2.6 Damages Upon Termination. The Developer shall not be entitled to any punitive damages against the County upon the unlawful termination of this Development Agreement.

ARTICLE 7
GENERAL TERMS AND CONDITIONS

7.1: No Addition to Project: No property may be added to the Project for purposes of this Development Agreement, except by written amendment. This Development Agreement shall not affect any land other than the Project.

7.2: Agreements to run with the Land**:** This Development Agreement shall be recorded against the Property as described in the Exhibit A. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portions thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership.

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

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

7.5: Term/Renewal/Expiration**:** The term of this Development Agreement shall commence upon the Effective Date and continue for five (5) years. Prior to the end of the five-year term, but no later than six (6) months before the end of the term, Developer may request to extend this Development Agreement for an extension term sufficient to complete the development contemplated by this Development Agreement in a diligent and reasonable manner. The County shall consider the request in its sole discretion and if the Parties agree on an extension term, this Development Agreement shall be amended to set forth the agreed upon extension term. An amendment to extend the term shall be processed as a Substantial Amendment under Article 7.24.1. At the expiration of this Development Agreement, the

undeveloped property shall become subject to the then existing Development Code and General Plan and all development rights vested under this Development Agreement, but not developed, shall expire. At the expiration of this Development upon completion of the Project, the Property shall be subject to the Rezone Ordinance for permitted uses. See Article 6.2.

7.6 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development Agreement without an appeal or legal challenge having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the respective interests, rights and obligations referenced in, by and under this Development Agreement, Developer, on behalf of itself and its partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's council members, officials, employees, agents, attorneys and consultants, hereby releases Developers and their partners, 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 Development Agreement in connection with the application, processing or approval of the Project.

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

7.8 Enforcement. The Parties to this Development Agreement recognize that the County has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Development Agreement, and may, at its option, seek an injunction to compel such compliance. In the event that Developer or any user of the subject property violate the rules, policies, regulations or ordinances of the County or violate the terms of this Development Agreement, the County may, without electing to seek an injunction and after thirty (30) days written notice to correct the violation, take such actions as allowed under law until such conditions have been honored by the Developer. The Parties further recognize that Developer has the right to enforce the provisions of this Development Agreement by seeking an injunction to compel compliance with law and this Development Agreement to the extent not inconsistent with the County's reserved legislative and police powers, as well as the County's discretionary administrative decision-making functions provided for herein. Both Parties shall be free from any liability arising out of the exercise of its rights under this Article; provided, however, that any party may be liable to the other for the exercise of any rights in violation of Rule 11 of the Utah Rules of Civil Procedure, Rule 11 of the Federal Rules of Civil Procedure and/or Utah Code Ann. §78B-5-825, as each may be amended.

7.9 No Waiver. Failure of a Party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Development Agreement is amended or revised as allowed by this Development Agreement, no officer, official or agent of the County has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the County by making any promise or representation not contained herein.

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

7.11 Notices. All notices hereunder shall be delivered by hand delivery or given in writing by certified mail, postage prepaid at the addresses stated below, and/or to such other addresses or to the attention of such other person as the parties or their successors-in-title may designate by written notice. Notices shall be sent to.

To the County:

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

Summit County Director of Community Development
P.O Box 128
Coalville, Utah 84017

With a copy to:

Helen Strachan
Deputy Summit County Attorney
P.O. Box 128
Coalville, Utah 84017
(435) 336-3287

To Developer:

Dan Meyer

Redoubt Excavation Inc.
PO Box 897
Heber City, Utah 84032
(801)-319-5500

Or to such other addresses, such other facsimile numbers, or the attention of such other person as either party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, 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.

For any transferee or purchaser of a Parcel or Block with the Project, notice may be delivered to the address maintained in the office of the County Assessor.

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

7.13 Execution of Agreement. This Development Agreement may be executed in multiple parts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other Party within seven (7) days of receipt of said facsimile copy.

7.14 Hold Harmless.

7.14.1 Agreement of Developer. The Developer agrees to and shall hold the County, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability: (1) for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of the Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to Lincoln Station; and (2) from any claim that damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effect arising from the County entering into this Development Agreement. Developer agrees to pay all costs for the defense of the County and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with Lincoln Station. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this Article or due by reason of the terms of, or effects arising from the County executing this Development Agreement. The County may make all reasonable decisions with respect to its representation in any legal proceeding.

7.14.2 Exceptions to Hold Harmless. The agreement of the Developer in Article7.14.1

shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the County, or (ii) any claim by the Developer that the County has breached the terms of this Development Agreement, including claims for just compensation or attorneys' fees.

7.14.3 Hold Harmless Procedures. The County shall give written notice of any claim, demand, action or proceeding which is included under Article 7.14.1 above as soon as practicable but not later than 10 days after the assertion or commencement of the covered claim, demand, action or proceeding (or with respect to any claim, demand or action such written notice may be given more than 10 days after such claim, demand, or action has been asserted against the County so long as such notice does not prejudice Developer's ability to defend the County). In the case of 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.

7.15 Relationship of Parties. The contractual relationship between the County and the Developer arising out of this Development Agreement is one of independent contractor and not agency. This Development Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (a) Lincoln Station is a private development; (b) County has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Development Agreement or in connection with a site plan, Deed, or map approval, and (c) the Developer shall have the full power and exclusive control of the Project, subject to the obligations of the Developer set forth in this Development Agreement.

7.16 Disputes.

7.16.1 In the event that a dispute arises in the interpretation or administration of this Development Agreement, Developer may request a formal decision of the Director which may be appealed pursuant to the provisions of the Code.

7.16.2 Notwithstanding any provision of this Development 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 Development Agreement by any method allowed by law, including injunctive relief. The County shall be free from any liability arising out of the proper exercise of its rights.

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

7.18 Rights of Third Parties. This Development Agreement is not intended to affect or

create any additional rights or obligations on the part of third parties.

7.19 Third Party Legal Challenges. In those instances where, in this Development Agreement, Developer has agreed to waive a position with respect to the applicability of current County policies and requirements, or where Developer has agreed to comply with current County policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such County policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

7.20 Obligations and Rights of Mortgage Lenders. The holder of any mortgage, deed of trust, or other security arrangement with respect to any portion of the Project shall not be obligated under this Development Agreement to construct or complete improvements or to guarantee such construction or completion but shall otherwise be bound by all of the terms and conditions of this Development Agreement which pertain to any portion of the Project in which it holds an interest. Any such holder who comes into possession of any portion of the Project, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take such portion of the Project, subject to any pro rata claims for payments or charges against such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project, or portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Development Agreement, as would be the case in any assignment, and thus shall be subject to all of the terms and conditions of this Development Agreement, to include the obligations related to the completion of amenities and improvements.

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

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

7.23 Severability. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Development Agreement can be enforced without failure of material consideration to any Party, then the remainder of this Development Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties.

7.24 Amendments to the Development Agreement.

7.24.1 Substantial Amendments. Any amendment to this Development Agreement that alters or modifies the Term of this Development Agreement, permitted uses, increased density or intensity of use as detailed in Article 2, or provisions for reservation and dedication of land, including open space dedications, shall be deemed a ''Substantial Amendment'' and shall require a noticed public hearing and recommendation by the Planning Commission and a noticed public hearing and decision by the County Council pursuant to the Equal Dignities Rule prior to the execution of such an amendment.

7.24.2 Administrative Amendments. Unless otherwise provided by law, all amendments to this Development Agreement that are not Substantial Amendments shall be Administrative Amendments and shall not require a public hearing or recommendation of the Planning Commission prior to the execution by the Parties of such an amendment. The Director is hereby empowered to make all final Administrative Amendment decisions.

7.24.3 Effect of Amendment. Any amendment to this Development Agreement must be in writing and shall be operative only as to those specific portions of this Development Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption. Successors-in-title to the Developer may enter an amendment or amendments affecting only portions of the Project owned by such Developers without obtaining the written signature of the other property owners or Developers.

7.25 Conflicting Provisions. Where there is a direct conflict between an express provision of this Development Agreement and the Code or General Plan, this Development Agreement shall take precedence; otherwise, the Code or General Plan provision shall control.

7.26 Incorporation of Recitals and Exhibits. All Recitals and Findings shown above, and all attached Exhibits shall be incorporated into and deemed a part of this Development Agreement as though fully set forth herein, and the same shall be binding upon the Parties hereto.

7.27 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.

7.28 Project is a Private Undertaking. It is agreed among the Parties that the Project is a private development, and that the County has no interest therein except as authorized in the exercise of its governmental function. The Project is not a joint venture, and there is no such relationship involving the County. Nothing in this Development Agreement shall preclude the Developer from forming any form of investment entity for the purpose of completing any portion of the Project.

7.29 Warranty of Authority. The individuals executing this Development Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Development Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

7.30 Recordation of Development Agreement. Once fully executed by the Parties, the County shall immediately record this Development Agreement in the office of the Summit County Recorder.

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

SUMMIT COUNTY

By: Summit County Council

_____
Glenn Wright
Chair

ATTEST:

_____
Kent Jones
County Clerk

APPROVED AS TO FORM:

_____
David L. Thomas
Chief Civil Deputy

DEVELOPER
Redoubt Excavation Inc.

_____
By: _____
Its: _____

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing Development Agreement was duly acknowledged before me this ___ day of _____, 20__, by _____ the _____a Utah limited liability company.

Notary Public

Residing at: _____
My commission expires: _____

STATE OF UTAH)
:ss.
Summit County)

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the _____ day of _____, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager/President? of Redoubt Excavation Inc., a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”:	Project Development Plans (see Staff Report Exhibit B- will attach to DA for Final)
Exhibit “C”	Land Use Chart
Exhibit “D”	Rezone Ordinance (see Staff Report Exhibit I- will attach to DA for Final)

EXHIBIT “A”

Legal Description

Parcel CD-425:
COMM AT A PT IN THE S BOUNDARY OF US 189 OPPOSITE ENG STATION 513+65.00, SD PT BEING LOCATED S 28.24 FT & W 109.59 FT FROM THE NE COR OF SEC 24 T2SR5E SLBM; TH S 00*46'25" W 470.73 FT; TH S 89*48'47" W ALONG A FENCE LN 1394.01 FT; TH N 01*19'34" E 269.98 FT TO THE S'LY BOUNDARY OF SD HWY; TH THE FOLLOWING BEARINGS & DISTANCES ALONG SD HWY BOUNDARY; N 74*39'06" E 669.88 FT; N 86*01'28" E 460.46 FT; & S 89*13'35" E 288.80 FT TO THE PT OF BEG CONT 13.28 AC

EXHIBIT “B”
PROJECT DEVELOPMENT PLAN

EXHIBIT “C”
LAND USE CHART FOR THE PROPERTY

The following chart defines allowed, conditional and low impact uses for Property.
Those uses designated by the letter "A" shall be considered allowed uses on the Property.
Those uses designated by the letter “C” shall be considered uses that require conditional use approval pursuant to the Code.
Those uses designed by the letter "L" shall be considered uses that require low impact permit approval pursuant to the Code.
If there is no letter designated for a use or if a particular use is not listed on the chart, it is prohibited.
Definitions of certain terms used below, unless defined in the Development Agreement, are found within the Code.

Uses	Mountainside Storage Rezone Use Chart
Accessory buildings and uses to the principal use, exceeding 2,000 square feet	**C**
Accessory buildings and uses to the principal use, not to exceed 2,000 square feet	**A**
Accessory dwelling unit	**L** - Section 11-6-5 of the Code
Adaptive reuse of a historically significant structure	**C** - Section 11-6-21 of the Code
Agricultural employee dwelling unit	**C** - Section 11-6-5 of the Code
Agricultural employee facility for the purpose of providing shelter for more than 1 family	
Agriculture buildings and uses customarily associated with traditional "agriculture" operations as defined in appendix A of this title	**A**
Auto impoundment yard and towing services	
Auto repair, service, and detailing	
Auto wrecking yard	
Automotive sales	
Banks and financial services	
Bars, taverns, private clubs	
Bed and breakfast inn	**C**

Uses	Mountainside Storage Rezone Use Chart
Butcher, retail	**C**
Car wash	**C - only as an accessory use to Commercial Warehousing and Commercial Storage**
Cemetery	**C**
Childcare, commercial	**C**
Childcare, in home (4 children or less)	**A**
Childcare, family (with 5 - 8 children)	**A**
Childcare, family (with 9 - 16 children)	**A**
Commercial kennels	**C**
Commercial riding arenas	**A**
Commercial stables	**C**
Contractor's office	**C**
Contractor's yard	**C**
Distillery/microbrewery	**C**
Dwelling unit, multi-family	**L**
Dwelling unit, one-family	**L**
Dwelling unit, single-family attached	**C**
Equipment rental, heavy	
Equipment rental, light	**A**
Event center	**C**
Food processing, commercial	**C**
Funeral services	**A**
Gas and fuel, storage, and wholesale	
Gasoline service station with or without convenience store	
Guest ranches or lodge intended to attract visitors/patrons daily or an extended stay	

Uses	Mountainside Storage Rezone Use Chart
Hazardous liquids or materials transmission pipelines	**C** Section 11-6-19 of the Code
Home occupation	**A** Section 11-6-3 of the Code
Hospitals	
Hotel, motel	
Houses of worship including churches and other religious institutions	**C**
Indoor entertainment such as bowling alleys, skating rinks, movie theater, performing arts center	**C**
Industrial uses and operations including storage and processing	
Institutional uses including fire stations, private schools and public or quasi-public buildings	**C**
Logging camp	
Manufacturing, custom	**C**
Manufacturing, heavy	
Manufacturing, light	**C**
Mobile home park	
Mobile home with foundation (see definition of "prefabricated home" in appendix A of this title)	**L**
Mobile home without foundation that is occupied for more than 180 days	
Municipal landfill	
Nursery/greenhouse	**C**
Oil wells, natural gas wells and steam wells	Subsection 11-4-7I of the Code
Open space, recreational (motorized)	
Open space, recreational (nonmotorized)	**L**
Petroleum refineries	
Professional offices	**C**
Railroad industrial uses including shipping and distribution	

Uses	Mountainside Storage Rezone Use Chart
Recreation and athletic facilities	**C**
Recycling facility, Class I	**C**
Recycling facility, Class II	**C**
Rehearsal or teaching studio for creative, performing and/or martial arts with no public performances	**L**
Residential care facilities	**C** Section 11-6-18 and appendix A of the Code
Restaurant	
Restaurant with drive-through	
Retail commercial establishments	**A - only as a secondary support use to the main use (e.g. storage boxes, tape, shipping labels, etc.).**
Rock quarries, gravel pits, and associated surface mining uses, including, but not limited to, filtering, sifting, and processing of soil	
Sawmill	
Seasonal plant and agricultural product sales	**A**
Sexually oriented businesses	
Shooting ranges, indoor	**C**
Shooting ranges, outdoor	
Telecommunications facilities - collocation	**C** Section 11-6-7 of this title
Telecommunications facilities - stealth	**C** Section 11-6-7 of this title.
Underground transmission lines 6 inches or less in diameter such as, but not limited to, transmission lines for natural gas, water, sewer, telephone, and power	**A**
Underground transmission lines exceeding 6 inches in diameter that are not considered hazardous liquids or materials transmission pipelines as defined in section 11-6-19 of this title	**L**
Underground transmission lines exceeding 12 inches diameter (including but not limited to gas, oil, and water)	**C**

Uses	Mountainside Storage Rezone Use Chart
Utility structures and related facilities	**C Section 11-6-6 of this title.**
Utility towers and associated transmission and distribution lines 45 feet in height or less	**C**
Utility towers and associated transmission and distribution lines greater than 45 feet in height	**C**
Veterinarian clinic	**C**
Warehousing and commercial storage	**C**
Water and wastewater treatment plant	**C**
Welding shop, commercial	**C**
Wind power generation facilities 45 feet in height and less	**A**
Wind power generation facilities greater than 45 feet in height[1]	

Exhibit D
“Rezone Ordinance”

EXHIBIT I

SUMMIT COUNTY, UTAH
ORDINANCE NO. 921

AN ORDINANCE AMENDING THE EASTERN SUMMIT COUNTY ZONE DISTRICT MAP

WHEREAS, there are 5 areas zoned Commercial in Eastern Summit County (Bear River Service (8.66 acres), Echo (5.13 acres), Wanship (23.37 acres), Blue Sky Distillery (approx. 5.00 acres), and Woodland (6.2 acres)); and

WHEREAS, it has become clear that refinements to the Eastern Summit County Zone District Map are necessary to enhance private property rights, and create commercial development opportunities throughout Eastern Summit County; and

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

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

WHEREAS, in order to protect the small town character of Eastern Summit County, it is in the best interest of the County to provide for appropriate economic development opportunities for the residents of Eastern Summit County in appropriate locations; and

WHEREAS, through this amendment, the County Council is rezoning Parcel CD-425 from AG-5 to Commercial (C) with Uses restricted per the Mountainside Development Agreement. This action will provide property owners with new opportunities to develop land in accordance with the Eastern Summit County General Plan; and

WHEREAS, on November 5, 2020 the Eastern Summit County Planning Commission held a public hearing on the proposed change to the Eastern Summit County Zone District Map and on December 3, 2020, the Eastern Summit County Planning Commission forwarded positive recommendation to the Summit County Council on the proposed change to the Eastern Summit County Zone District Map; and

WHEREAS, on March 3, 2021, the Summit County Council held a public hearing on proposed change to the Eastern Summit County Zone District Map.

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

Section 1: The County Council hereby amends the Zone District Map as described in Exhibit A attached hereto.

Section 2: Development on Parcel CD-425 is further regulated by the Mountainside MPD and Development Agreement.

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

APPROVED, ADOPTED, AND PASSED and ordered published by the Summit County Council, this 3rd day of March 2021.

_____

COUNTY COUNCIL
SUMMIT COUNTY, UTAH

by_____
Glenn Wright, Chair

VOTING OF COUNTY COUNCIL:
Councilmember Stevens _____
Councilmember Robinson _____
Councilmember Clyde _____
Councilmember Armstrong _____
Councilmember Wright _____

ATTEST:

Kent Jones _____
Summit County Clerk

APPROVED AS TO FORM
SUMMIT COUNTY ATTORNEY

_____
Deputy County Attorney

EXHIBIT A

The properties described below are hereby rezoned from Agriculture 5 (AG-5) to Commercial (C) and subject to the Mountainside Development Agreement:

Parcel Number CD-425

Legal COMM AT A PT IN THE S BOUNDARY OF US 189 OPPOSITE ENG STATION 513+65.00, SD PT BEING LOCATED S 28.24 FT & W 109.59 FT FROM THE NE COR OF SEC 24 T2SR5E SLBM; TH S 00*46'25" W 470.73 FT; TH S 89*48'47" W ALONG A FENCE LN 1394.01 FT; TH N 01*19'34" E 269.98 FT TO THE S'LY BOUNDARY OF SD HWY; TH THE FOLLOWING BEARINGS & DISTANCES ALONG SD HWY BOUNDARY; N 74*39'06" E 669.88 FT; N 86*01'28" E 460.46 FT; & S 89*13'35" E 288.80 FT TO THE PT OF BEG CONT 13.28 AC FWD-329 RWD-362 M118-340 M144-204 M243-752 440-761 436-788 449-384 471-396 574-461 583-145 943-175,601 1323-1272 2175-1272 2459-656