



# Western Counties Alliance

## AGENDA

1. PILT
2. Public Land Transfer
3. SRS
4. Sage Grouse
5. Other Issues



# Western Counties Alliance

## *Geothermal Disbursements to Counties per Energy Policy Act of 2005*

<b>State</b>	<b>County</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
California	Imperial County	\$65,750.81	\$39,377.20	\$16,657.36
	Inyo County	\$178,786.72	\$147,979.11	\$168,266.86
	Lake County	\$843,695.13	\$800,270.77	\$760,858.32
	Lassen County	\$13,302.63	\$12,231.70	\$14,229.55
	Mendocino County	\$750.00	\$750.00	\$750.00
	Mono County	\$33,369.06	\$34,256.68	\$23,512.05
	Siskiyou County	\$51,807.50	\$64,418.00	\$30,561.25
	Sonoma County	\$1,189,395.42	\$1,108,974.78	\$1,009,786.30
	<b>California Total</b>	<b>\$2,376,857.27</b>	<b>\$2,208,258.24</b>	<b>\$2,024,621.69</b>
Idaho	Bingham County	\$33.41	\$133.64	\$33.41
	Blaine County	\$0.00	\$404.50	\$404.40
	Bonneville County	\$40.09	\$160.36	\$40.09
	Camas County	\$0.00	\$305.50	\$305.50
	Canyon County	\$0.00	\$0.00	\$1,274.17
	Caribou County	\$425.75	\$750.50	\$425.75
	Cassia County	\$11,880.75	\$12,640.75	\$12,450.75
	Payette County	\$0.00	\$0.00	\$42,269.32
	Washington County	\$11,899.00	\$10,340.50	\$10,068.00
<b>Idaho Total</b>	<b>\$24,279.00</b>	<b>\$24,735.75</b>	<b>\$67,271.49</b>	
Nevada	Churchill County	\$2,413,536.58	\$879,577.55	\$929,545.19
	Elko County	\$73,471.59	\$41,644.61	\$30,004.86
	Esmeralda County	\$380,625.38	\$73,612.30	\$58,738.15
	Eureka County	\$12,968.64	\$16,863.14	\$14,251.34
	Humboldt County	\$159,964.36	\$76,443.04	\$72,421.77
	Lander County	\$148,106.04	\$71,646.19	\$70,723.46
	Lyon County	\$3,903.20	\$6,626.15	\$8,249.00
	Mineral County	\$110,318.93	\$64,330.92	\$33,249.02
	Nye County	\$140,913.17	\$48,307.70	\$6,705.70
	Pershing County	\$545,197.39	\$117,130.93	\$93,006.31
	Washoe County	\$31,890.77	\$28,026.27	\$23,768.00
	White Pine County	\$74,196.50	\$26,023.50	\$8,962.50
<b>Nevada Total</b>	<b>\$4,095,092.55</b>	<b>\$1,450,232.30</b>	<b>\$1,349,625.30</b>	
New Mexico	Dona Ana County	\$140.00	\$160.93	\$1,442.30
	Hidalgo County	\$1,410.54	\$7,037.75	\$4,669.82
	<b>New Mexico Total</b>	<b>\$1,550.54</b>	<b>\$7,198.68</b>	<b>\$6,112.12</b>
Oregon	Deschutes County	\$44,807.72	\$41,652.25	\$39,725.25
	Hood River County	\$0.00	\$2,028.00	\$2,028.00
	Lake County	\$31,673.75	\$31,674.27	\$31,673.73
<b>Oregon Total</b>	<b>\$76,481.47</b>	<b>\$75,354.52</b>	<b>\$73,426.98</b>	
Utah	Beaver County	\$106,143.36	\$79,443.10	\$77,219.88
	Iron County	\$19,416.00	\$1,267.50	\$1,267.50
	Juab County	\$87,976.50	\$37,913.74	\$74,910.35
	Millard County	\$61,250.87	\$44,269.11	\$39,348.35
<b>Utah Total</b>	<b>\$274,786.73</b>	<b>\$162,893.45</b>	<b>\$192,746.08</b>	

**U.S. DEPARTMENT OF THE INTERIOR  
PAYMENTS IN LIEU OF TAXES - FOR FISCAL YEAR 2013**

Payments in Lieu of Taxes

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National Summary

LOCAL UNIT OF OF GOVERNMENT	ENTITLEMENT ACRES	PRIOR YEAR PAYMENTS	UNIT POPULATION	CEILING	ALTERNATIVE A	ALTERNATIVE B	TOTAL PD THIS FY *
<b>UTAH</b>							
BEAVER COUNTY	1,284,507	\$0	7,000	\$1,056,160	\$1,056,160	\$449,577	\$1,001,367
BOX ELDER COUNTY	1,202,550	\$296	50,000	\$3,422,500	\$3,054,181	\$420,893	\$2,895,731
CACHE COUNTY	268,629	\$37,272	50,000	\$3,422,500	\$645,046	\$94,020	\$611,581
CARBON COUNTY	436,228	\$925	21,000	\$1,960,140	\$1,107,094	\$152,680	\$1,049,658
DAGGETT COUNTY	361,024	\$220,563	1,090	\$186,510	\$0	\$126,358	\$119,803
DAVIS COUNTY	36,193	\$23,534	50,000	\$3,422,500	\$68,396	\$12,668	\$64,848
DUCHESNE COUNTY	903,140	\$0	19,000	\$1,832,740	\$1,832,740	\$316,099	\$1,737,658
EMERY COUNTY	2,253,532	\$15,882	11,000	\$1,283,590	\$1,267,708	\$788,736	\$1,201,940
GARFIELD COUNTY	2,609,464	\$717,247	5,000	\$855,550	\$138,303	\$855,550	\$811,164
GRAND COUNTY	1,723,769	\$0	9,000	\$1,176,030	\$1,176,030	\$603,319	\$1,115,018
IRON COUNTY	1,242,823	\$0	47,000	\$3,363,320	\$3,156,770	\$434,988	\$2,991,420
JUAB COUNTY	1,522,954	\$26,026	10,000	\$1,197,500	\$1,171,474	\$533,034	\$1,110,698
KANE COUNTY	2,300,958	\$0	7,000	\$1,056,160	\$1,056,160	\$805,335	\$1,001,367
MILLARD COUNTY	3,367,043	\$0	13,000	\$1,415,700	\$1,415,700	\$1,178,465	\$1,342,254
MORGAN COUNTY	15,838	\$8,681	10,000	\$1,197,500	\$31,548	\$5,543	\$29,911
PIUTE COUNTY	354,911	\$23,386	1,524	\$260,772	\$237,386	\$124,219	\$225,071
RICH COUNTY	220,463	\$0	2,267	\$387,906	\$387,906	\$77,162	\$367,782
SALT LAKE COUNTY	99,790	\$14,684	50,000	\$3,422,500	\$238,783	\$34,927	\$226,395
SAN JUAN COUNTY	3,059,118	\$79,972	15,000	\$1,539,900	\$1,459,928	\$1,070,691	\$1,384,188
SANPETE COUNTY	531,734	\$66,289	28,000	\$2,439,360	\$1,284,315	\$186,107	\$1,217,685
SEVIER COUNTY	956,718	\$76,237	21,000	\$1,960,140	\$1,883,903	\$334,851	\$1,786,167
SUMMIT COUNTY	531,339	\$0	38,000	\$3,014,540	\$1,349,601	\$185,969	\$1,279,584
TOOELE COUNTY	2,050,189	\$54,382	50,000	\$3,422,500	\$3,368,118	\$717,566	\$3,193,382
UINTAH COUNTY	1,829,549	\$0	35,000	\$2,830,800	\$2,830,800	\$640,342	\$2,683,939
UTAH COUNTY	687,278	\$68,969	50,000	\$3,422,500	\$1,676,717	\$240,547	\$1,589,730
WASATCH COUNTY	459,138	\$41,250	25,000	\$2,217,000	\$1,124,961	\$160,698	\$1,066,599
WASHINGTON COUNTY	1,146,390	\$45,152	50,000	\$3,422,500	\$2,866,679	\$401,237	\$2,717,957
WAYNE COUNTY	1,327,753	\$126,800	2,737	\$468,328	\$341,528	\$464,714	\$440,605
WEBER COUNTY	68,829	\$40,297	50,000	\$3,422,500	\$134,529	\$24,090	\$127,550
<b>TOTAL</b>	<b>32,851,851</b>	<b>\$1,687,844</b>			<b>\$36,362,464</b>	<b>\$11,440,385</b>	<b>\$35,391,052</b>

\* Total amount paid after Sequestration deduction

**Payments in Lieu of Taxes  
Fiscal Year 2013**

**UTAH**

<b>Local Unit of Government</b>	<b>FY 2012 Payment</b>	<b>FY2013 Payment</b>
BEAVER COUNTY	1,024,900	1,001,367
BOX ELDER COUNTY	2,967,407	2,895,731
CACHE COUNTY	625,053	611,581
CARBON COUNTY	1,075,469	1,049,658
DAGGETT COUNTY	122,626	119,803
DAVIS COUNTY	64,002	64,848
DUCHESNE COUNTY	1,778,530	1,737,658
EMERY COUNTY	1,226,597	1,201,940
GARFIELD COUNTY	830,224	811,164
GRAND COUNTY	1,141,234	1,115,018
IRON COUNTY	3,064,996	2,991,420
JUAB COUNTY	1,133,474	1,110,698
KANE COUNTY	1,024,900	1,001,367
MILLARD COUNTY	1,373,773	1,342,254
MORGAN COUNTY	29,534	29,911
PIUTE COUNTY	222,173	225,071
RICH COUNTY	382,402	367,782
SALT LAKE COUNTY	231,449	226,395
SAN JUAN COUNTY	1,390,876	1,384,188
SANPETE COUNTY	1,241,577	1,217,685
SEVIER COUNTY	1,810,189	1,786,167
SUMMIT COUNTY	1,308,378	1,279,584
TOOELE COUNTY	3,260,255	3,193,382
UINTAH COUNTY	2,640,013	2,683,939
UTAH COUNTY	1,623,187	1,589,730
WASATCH COUNTY	1,089,499	1,066,599
WASHINGTON COUNTY	2,778,858	2,717,957
WAYNE COUNTY	450,987	440,605
WEBER COUNTY	126,064	127,550

**State Total**

**36,038,626**

**35,391,052**



# Western Counties Alliance

## SECURE RURAL SCHOOLS

### COUNTY PAYMENT FOR FY2008-2011, PROJECTED FY2012 & ACTUAL FY2012 FOR UTAH

COUNTY	FY2008	FY2009	FY 2010	FY2011	PROJECTED FY2012	ACTUAL FY2012
BEAVER	251,606	210,253	251,995	173,118	177,538	159,461
BOX ELDER	195,125	177,186	153,052	143,303	117,508	128,073
CACHE	689,942	668,711	540,553	532,459	411,009	412,148
CARBON**	1,963	1,836	1,887	1,849	27,465	30,150
DAGGETT	785,941	744,616	542,868	445,582	285,575	322,402
DAVIS	51,025	47,202	44,055	40,928	35,898	37,944
DUCHESNE	957,048	768,591	598,173	688,039	635,066	558,229
EMERY	393,209	422,878	380,663	317,645	265,999	201,571
GARFIELD	2,005,363	2,098,356	1,653,919	1,448,984	1,422,808	1,489,561
GRAND	87,985	94,966	78,734	68,156	50,539	52,464
IRON	626,533	638,458	552,297	483,750	464,246	427,501
JUAB	274,500	271,890	238,312	216,887	222,828	217,733
KANE	184,258	165,144	146,748	120,894	128,383	119,593
MILLARD	593,675	500,867	438,015	454,128	351,871	356,825
MORGAN	23,730	22,179	19,115	17,361	15,575	15,425
PIUTE	404,782	343,711	377,450	334,079	345,176	320,282
RICH	90,198	89,311	71,270	61,346	55,713	62,470
SALT LAKE**	31,260	30,734	29,603	29,368	73,694	77,087
SAN JUAN	1,828,319	1,686,815	1,479,142	1,142,463	912,795	898,031
SANPETE	1,254,450	1,163,895	1,011,092	946,988	836,500	812,172
SEVIER	1,604,025	1,537,021	1,315,426	1,089,105	1,029,721	1,032,471
SIUMMIT**	164,815	161,932	156,026	154,283	120,328	145,586
TOOELE	347,653	316,950	305,004	271,908	236,882	197,067
UINTAH	399,002	353,287	289,700	349,655	323,276	283,415
UTAH	1,159,558	1,204,209	1,038,514	985,266	796,351	760,068
WASATCH	771,786	699,873	621,252	589,282	557,677	602,235
WASHINGTON	791,426	799,465	716,044	645,022	548,927	562,207
WAYNE	391,633	328,438	291,212	256,162	225,282	220,486
WEBER	107,297	99,455	87,638	80,595	70,820	77,157

\*\*25% (SEVEN-YEAR ROLLING AVERAGE PAYMENT)

## Wild Horse and Burro Advisory Board Member Biographies

### Mr. Timothy J. Harvey – Campton, New Hampshire

Mr. Harvey, owner of the Merry-Go-Round Pens, LLC, Western Safety Stirrups, LLC, and Journey Horses Farm, has been a horse professional and experienced trainer for the past 20 years. An established clinician who organizes training seminars and clinics with several top trainers, Mr. Harvey specializes in colt starting and foundation training based on natural horsemanship and traditional vaquero (cowboy) training methods. Mr. Harvey is an innovator who has also operated a therapeutic riding program centered on fostering the emotional well-being of victims of abuse and people with anger-management issues. Mr. Harvey was reappointed on March 11, 2013.

### Mr. Rick Danvir - Evanston, Wyoming

Mr. Danvir is a professional wildlife biologist with a Bachelor of Science degree from Utah State University in Wildlife and an Associate of Applied Science degree in Fisheries and Wildlife Technology from State University of New York. Currently working with the Deseret Land and Livestock ranch – a northern Utah operation known for its multiple-use management of wildlife and domestic livestock – he is presently Wildlife Manager of Deseret Western Ranches. Mr. Danvir is affiliated with several wildlife-related organizations. These include the Utah Wildlife Board, the Cooperative Wildlife Management Unit Association, the Utah Foundation for Quality Resource Management, the Society for Range Management, the Center for Holistic Resource Management, and the Nature Conservancy. Mr. Danvir was appointed on March 11, 2013.

### Mr. John Falen – Orovada, Nevada

Mr. Falen, a graduate of the University of Idaho with a Bachelor of Science degree in Animal Husbandry, is a longtime advocate of responsible wild horse management and has spent years dealing with wild horse issues, both on and off the range. He has 20 years' experience serving on numerous boards and committees regarding wild horse management, including the Mustang Heritage Foundation (MHF) and the Public Lands Council's Wild Horse and Burro Committee. A respected leader in the livestock community at both the state and national levels, Mr. Falen is Past President of the Public Lands Council and serves on the Board of Directors of the National Cattlemen's Beef Association. (Mr. Falen, a member of the MHF Board of Trustees, will recuse himself from issues concerning MHF, which is a BLM partner in promoting public adoptions of wild horses and burros.) Mr. Falen was appointed on March 11, 2013.



### **Dr. Robert E. Bray – Woodstock, Virginia**

Dr. Robert Bray, the research appointee, is Professor Emeritus of Animal and Veterinary Sciences at California State Polytechnic University, Pomona. Dr. Bray, who lives in Woodstock, Virginia, conducted research and outreach/extension education programs with the Montgomery Wild Mustang herd for 15 years while a professor in California. He provided a series of lectures on wild horse management as part of an introductory horse science course. He has 46 years of experience with horses, including management of three horse farms, as well as the owning, breeding, and showing of horses. While serving as a faculty member at California State Polytechnic University, Dr. Bray served in a three-way appointment, giving leadership to the outreach/extension program, teaching equine undergraduate classes, and conducting Equine research. He achieved success and respect from both the equine industry and his academic peers in all three areas. His work on the health and nutrition of wild horses is widely recognized and cited in scientific literature. Dr. Bray was appointed on March 28, 2011.

### **Mr. James Stephenson – Yakima, Washington**

James Stephenson, the natural resource appointee, has been a big game biologist with the Yakima Nation in south-central Washington State for the past eight years. Mr. Stephenson received his BA in Zoology in 1965, and his MS in Wildlife Management in 1970 from Oregon State University. During his professional career he has worked on research and management of salmonids, endangered species, non-game species, wetlands, waterfowl, rare plants, big game, cattle grazing and management and research on wild horses. Mr. Stephenson is now responsible for overseeing the reservation's wild horse herd. In that capacity, he wrote a comprehensive plan for wild horse management on the reservation. Mr. Stephenson was raised in eastern Oregon, where he grew up working on cattle and sheep ranches and participating in wild horse roundups in the Alvord Desert and Harney County. Mr. Stephenson was appointed on March 28, 2011.

### **Ms. Julie Gleason – Las Vegas, Nevada**

Julie Gleason, the general public appointee, lives in Las Vegas, Nevada and received her BS in Business Finance from the University of Nevada, Las Vegas. She also spent two semesters at Cal Poly Pomona participating on their horse show team and taking equine science classes in order to further her understanding of equine behavior. Ms. Gleason has served as wild horse and burro representative to the Resource Advisory Council (RAC) for the Mojave Southern Great Basin for the past five years. During that time, she worked with BLM's Las Vegas Field Office to secure funding for the development of a virtual adoption program, Mustang Makeover events, and trainer incentive programs. A lifetime horse person, Ms. Gleason served on the State of Nevada Commission for the Preservation of Wild Horses. During her time as a commissioner, the Mustang Heritage Foundation was formed. While with the commission she helped develop the Wild Horse Inmate Training facility in Carson City, Nevada. A native Nevadan, she developed an interest in wild horses and burros as a youth. Ms. Gleason has adopted and fostered several mustangs and currently has three which she rides. Ms. Gleason was appointed on March 28, 2011.



### **Ms. Callie Hendrickson – Grand Junction, Colorado**

Callie Hendrickson, the general public appointee, is Executive Director, White River and Douglas Creek Conservation Districts based out of Meeker, Colorado. Ms. Hendrickson received her Associate of Applied Science degree in Horse Training and Management from Lamar Community College and her BBA in Marketing and Office Administration from Mesa State College in Grand Junction, CO. Her experience with raising, training, and showing horses gives her insight into equine care and management. Ms. Hendrickson has extensive experience in addressing public rangeland health concerns through her current position as well as past Executive Director of the Colorado Association of Conservation Districts. Her career is focused on natural resource policy development and education. She has significant expertise and experience with animal husbandry, natural resources, and working with people of diverse backgrounds. She has worked to improve natural resource conservation in Colorado through developing working partnerships. Ms. Hendrickson was appointed January 27, 2012.

### **Ms. June Sewing – Cedar City, Utah**

June Sewing, from Cedar City, Utah, is the wild horse advocate appointee. Ms. Sewing is the Executive Director and Secretary for the National Mustang Association (NMA), for which she has worked since 1985. She worked along with her late husband, Richard Sewing, on the NMA for many years. Her current responsibilities include management of the association's wild horse sanctuary. Ms. Sewing has also served as the president of various charitable organizations, as trustee on the Cedar City hospital board for 20 years, and on a local committee dealing with the endangered Utah prairie dog. Ms. Sewing has received a Citizen Volunteer award from the Cedar City Chamber of Commerce, Board of Realtors, and Southern Utah University. Her reputation for being a hard worker and someone who gets the job done is a strong asset. Ms. Sewing has demonstrated good decision making in her activities with other organizations and has valuable on the ground familiarity with wild horses and wild horse issues through the NMA Sanctuary. Ms. Sewing was appointed January 27, 2012.

### **Dr. Boyd Spratling – Deeth, Nevada**

Dr. Boyd Spratling, the veterinary medicine appointee, is actively engaged in the practice of large animal veterinary medicine in Elko County, Nevada, where he has lived since 1963. He has been involved in the practice of veterinary medicine since he graduated from Washington State University in 1975. He has extensive experience in equine veterinary practice including the management of large groups of horses on western rangelands. He has been very helpful including "hands-on" assistance with wild horse and burro health issues, both on and off the range, as well as providing background on issues related to fertility control and sterilization of the stallions. Dr. Spratling has twice served as President of the Nevada Veterinary Medical Association; he also serves on the Board of the Nevada Department of Agriculture. He is a highly respected large animal veterinarian in the West and is known for being an excellent listener who knows how to work well under contentious circumstances. Dr. Spratling was reappointed January 27, 2012.



**Summit County Restaurant Tax Advisory Committee**

**Interview Schedule**

Wednesday, September 25, 2013

Courthouse, Conference Room #2

1 vacancy; 1 interview

3:45 PM      Lorrie Hoggan

The vacancy is a result of John Burdick's term expiring; he did not wish to reapply

Auditor

Blake Frazier



September 10, 2013

County Council;

Please consider approving the 2013 Board of Equalization Stipulations prepared for your review. Also, I've provided a copy of the resume's provided by the two hearing officers that will be doing the Informal Hearings this year.

Thank You,

A handwritten signature in black ink that reads "Kathryn".

Kathryn Rockhill  
BOE Clerk

# 2013 BOE Adjustments

Account #	Serial #	New Market Value	Old Market Value	MV Difference	New Taxable Value	Old Taxable Value	Taxable Difference	Old Tax Estimate	% Difference	DATE	Explanation for adjustment
0045504	PSA-5-C-X	\$ -	\$ 1,160,000.00	\$ (1,160,000.00)	\$ -	\$ 1,160,000.00	\$ (1,160,000.00)	\$ 10,551.36	-100.00%	9/9/2013	Should be exempt for 2013 per 5/29/13 council meeting
0249213	CT-220	\$ 76,036.00	\$ 82,766.00	\$ (6,730.00)	\$ 7,701.00	\$ 82,766.00	\$ (75,065.00)	\$ 976.06	-90.70%	9/4/2013	Changed to FAA values.
0070411	LR-1-18	\$ 41,139.00	\$ 301,869.00	\$ (260,730.00)	\$ 22,626.00	\$ 166,028.00	\$ (143,402.00)	\$ 1,962.95	-86.37%	9/4/2013	A wildland fire this summer completely burned the home and improvements to this property. We have adjusted the value to reflect the loss of your home.
0071963	LR-2-85	\$ 20,000.00	\$ 120,494.00	\$ (100,494.00)	\$ 20,000.00	\$ 120,494.00	\$ (100,494.00)	\$ 1,424.60	-83.40%	9/4/2013	A wildland fire this summer completely burned the home and improvements to this property. We have adjusted the value to reflect the loss of your home.
0398175	KES-3	\$ 7,750.00	\$ 40,700.00	\$ (32,950.00)	\$ 7,750.00	\$ 40,700.00	\$ (32,950.00)	\$ 459.06	-80.96%	9/13/2013	Adjusted value as per letter from Francis City stating parcel is a non-buildable lot.
0072110	LR-3-180	\$ 20,200.00	\$ 91,250.00	\$ (71,050.00)	\$ 20,200.00	\$ 92,250.00	\$ (72,050.00)	\$ 1,078.85	-78.10%	9/4/2013	A wildland fire this summer completely burned the home and improvements to this property. We have adjusted the value to reflect the loss of your home.
0398267	KES-2	\$ 28,125.00	\$ 80,625.00	\$ (52,500.00)	\$ 28,125.00	\$ 80,625.00	\$ (52,500.00)	\$ 909.37	-65.12%	9/13/2013	Adjusted value as per letter from Francis City stating parcel is a non-buildable lot.
0071922	LR-2-81	\$ 17,000.00	\$ 48,240.00	\$ (31,240.00)	\$ 17,000.00	\$ 48,240.00	\$ (31,240.00)	\$ 570.34	-64.76%	9/4/2013	A wildland fire this summer completely burned the home and improvements to this property. We have adjusted the value to reflect the loss of your home.
0090690	NS-156-B	\$ 105,000.00	\$ 285,000.00	\$ (180,000.00)	\$ 105,000.00	\$ 285,000.00	\$ (180,000.00)	\$ 2,617.73	-63.16%	9/4/2013	Adjusted value to reflect recent purchase of property in June 2012. Owner provided a settlement statement as evidence of proof of sale.
0060883	PP-25-D	\$ 1,024,505.00	\$ 1,386,880.00	\$ (362,375.00)	\$ 392,372.00	\$ 1,061,312.00	\$ (668,940.00)	\$ 8,991.44	-63.03%	9/4/2013	Primary residence change / Change value to reflect Fee Appraisal submitted by owner.
0079065	NS-123	\$ 130,210.00	\$ 328,000.00	\$ (197,790.00)	\$ 130,210.00	\$ 328,000.00	\$ (197,790.00)	\$ 2,997.59	-60.30%	9/4/2013	Adjusted value to reflect recent purchase of property in June 2012. Owner provided a settlement statement as evidence of proof of sale.
0143663	PI-C-76	\$ 35,000.00	\$ 85,000.00	\$ (50,000.00)	\$ 35,000.00	\$ 85,000.00	\$ (50,000.00)	\$ 736.61	-58.82%	9/10/2013	Lots in area tend to sale for 90% of list price, petitioner has a lot same size currently listed for \$39,900. Adjusted value to 90% of list price or \$35,000.
0143671	PI-C-77	\$ 35,000.00	\$ 85,000.00	\$ (50,000.00)	\$ 35,000.00	\$ 85,000.00	\$ (50,000.00)	\$ 736.61	-58.82%	9/10/2013	Lots in the area typically sell for roughly 90% of list price. Subject lot is currently listed for sale at \$39,900. 90% of this price would be \$35,000.
0256770	PI-G-50	\$ 35,000.00	\$ 85,000.00	\$ (50,000.00)	\$ 35,000.00	\$ 85,000.00	\$ (50,000.00)	\$ 736.61	-58.82%	9/10/2013	Lots have sold in the area on average of 90% of list price. Subject lot is currently listed for \$39,900, adjusted value to reflect 90% of list price.
0070536	LR-1-28	\$ 20,000.00	\$ 47,544.00	\$ (27,544.00)	\$ 20,000.00	\$ 47,544.00	\$ (27,544.00)	\$ 562.11	-57.93%	9/4/2013	A wildland fire this summer completely burned the home and improvements to this property. We have adjusted the value to reflect the loss of your home.
0266936	OAKS-42	\$ 350,000.00	\$ 810,000.00	\$ (460,000.00)	\$ 350,000.00	\$ 810,000.00	\$ (460,000.00)	\$ 7,367.76	-56.79%	9/16/2013	Change value to reflect properties current listing by Bonnie Peretti
0181929	SS-76-6	\$ 69,250.00	\$ 158,736.00	\$ (89,486.00)	\$ 69,250.00	\$ 158,736.00	\$ (89,486.00)	\$ 1,423.70	-56.37%	9/17/2013	Adjusted value as per comparable sales.
0074074	RR-A-44	\$ 69,705.00	\$ 127,021.00	\$ (57,316.00)	\$ 38,337.00	\$ 86,604.00	\$ (48,267.00)	\$ 1,023.92	-55.73%	9/5/2013	A wildland fire this summer completely burned the home and improvements to this property. We have adjusted the value to reflect the loss of your home.
0440300	SULA-5-AM	\$ 185,000.00	\$ 228,834.00	\$ (43,834.00)	\$ 101,750.00	\$ 225,834.00	\$ (124,084.00)	\$ 2,581.02	-54.94%	9/17/2013	Changed from Non-Primary to Primary. Adjusted value as per appraisal.
0025480	PD-14-B	\$ 449,000.00	\$ 742,640.00	\$ (293,640.00)	\$ 246,950.00	\$ 541,738.00	\$ (294,788.00)	\$ 4,927.65	-54.42%	9/16/2013	to primary and purchase price 449,000
0433122	KVES-6	\$ 305,000.00	\$ 363,561.00	\$ (58,561.00)	\$ 167,750.00	\$ 363,561.00	\$ (195,811.00)	\$ 3,831.21	-53.86%	9/9/2013	Primary Residence Change and value to purchase price
0269146	PP-43-A-4-A	\$ 964,070.00	\$ 2,070,000.00	\$ (1,105,930.00)	\$ 964,070.00	\$ 2,070,000.00	\$ (1,105,930.00)	\$ 17,971.74	-53.43%	8/28/2013	Change value Property Exempt as of 6-20-2013 now Park City Day School.
0143259	PI-C-39	\$ 35,000.00	\$ 40,000.00	\$ (5,000.00)	\$ 35,000.00	\$ 75,000.00	\$ (40,000.00)	\$ 649.95	-53.33%	9/10/2013	The subject lot is currently listed for sale at \$39,900, property in the area sale on average of 90% of list price, in the subjects case that would be \$35,000.
0283923	CHMD-1	\$ 257,348.00	\$ 360,348.00	\$ (103,000.00)	\$ 91,576.00	\$ 194,576.00	\$ (103,000.00)	\$ 1,787.18	-52.94%	9/12/2013	Adjusted value of barn to reflect current costs associated with construction. Will look at again next year when project is finished and complete.
0288807	BH-2	\$ 470,000.00	\$ 620,000.00	\$ (150,000.00)	\$ 295,890.00	\$ 620,000.00	\$ (324,110.00)	\$ 5,694.70	-52.28%	9/5/2013	home was purchased in May 2013 for \$470,000. Closing statement was provided as evidence of purchase. Also change from Non-Primary to Primary.
0444744	SUM-37	\$ 224,100.00	\$ 430,100.00	\$ (206,000.00)	\$ 224,100.00	\$ 430,100.00	\$ (206,000.00)	\$ 4,545.73	-47.90%	9/16/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444751	SUM-38	\$ 224,140.00	\$ 430,140.00	\$ (206,000.00)	\$ 224,140.00	\$ 430,140.00	\$ (206,000.00)	\$ 4,546.15	-47.89%	9/16/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444782	SUM-41	\$ 224,280.00	\$ 430,280.00	\$ (206,000.00)	\$ 224,280.00	\$ 430,280.00	\$ (206,000.00)	\$ 4,547.63	-47.88%	9/16/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444775	SUM-40	\$ 224,340.00	\$ 430,340.00	\$ (206,000.00)	\$ 224,340.00	\$ 430,340.00	\$ (206,000.00)	\$ 4,548.26	-47.87%	9/16/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444737	SUM-36	\$ 224,400.00	\$ 430,400.00	\$ (206,000.00)	\$ 224,400.00	\$ 430,400.00	\$ (206,000.00)	\$ 4,548.90	-47.86%	9/16/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444799	SUM-42	\$ 224,520.00	\$ 430,520.00	\$ (206,000.00)	\$ 224,520.00	\$ 430,520.00	\$ (206,000.00)	\$ 4,550.17	-47.85%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444838	SUM-46	\$ 224,700.00	\$ 430,700.00	\$ (206,000.00)	\$ 224,700.00	\$ 430,700.00	\$ (206,000.00)	\$ 4,552.07	-47.83%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444814	SUM-44	\$ 224,720.00	\$ 430,720.00	\$ (206,000.00)	\$ 224,720.00	\$ 430,720.00	\$ (206,000.00)	\$ 4,552.28	-47.83%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444768	SUM-39	\$ 224,860.00	\$ 430,860.00	\$ (206,000.00)	\$ 224,860.00	\$ 430,860.00	\$ (206,000.00)	\$ 4,553.76	-47.81%	9/16/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444883	SUM-51	\$ 224,960.00	\$ 430,960.00	\$ (206,000.00)	\$ 224,960.00	\$ 430,960.00	\$ (206,000.00)	\$ 4,554.82	-47.80%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444845	SUM-47	\$ 225,120.00	\$ 431,120.00	\$ (206,000.00)	\$ 225,120.00	\$ 431,120.00	\$ (206,000.00)	\$ 4,556.51	-47.78%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444852	SUM-48	\$ 225,120.00	\$ 431,120.00	\$ (206,000.00)	\$ 225,120.00	\$ 431,120.00	\$ (206,000.00)	\$ 4,556.51	-47.78%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444807	SUM-43	\$ 225,160.00	\$ 431,160.00	\$ (206,000.00)	\$ 225,160.00	\$ 431,160.00	\$ (206,000.00)	\$ 4,556.93	-47.78%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444890	SUM-52	\$ 225,240.00	\$ 431,240.00	\$ (206,000.00)	\$ 225,240.00	\$ 431,240.00	\$ (206,000.00)	\$ 4,557.78	-47.77%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444984	SUM-61	\$ 225,920.00	\$ 431,920.00	\$ (206,000.00)	\$ 225,920.00	\$ 431,920.00	\$ (206,000.00)	\$ 4,564.96	-47.69%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444876	SUM-50	\$ 226,876.00	\$ 432,080.00	\$ (205,204.00)	\$ 226,080.00	\$ 432,080.00	\$ (206,000.00)	\$ 4,566.65	-47.68%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444869	SUM-49	\$ 226,720.00	\$ 432,720.00	\$ (206,000.00)	\$ 226,720.00	\$ 432,720.00	\$ (206,000.00)	\$ 4,573.42	-47.61%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444908	SUM-53	\$ 226,740.00	\$ 432,740.00	\$ (206,000.00)	\$ 226,740.00	\$ 432,740.00	\$ (206,000.00)	\$ 4,573.63	-47.60%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444960	SUM-59	\$ 228,240.00	\$ 434,240.00	\$ (206,000.00)	\$ 228,240.00	\$ 434,240.00	\$ (206,000.00)	\$ 4,589.48	-47.44%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444977	SUM-60	\$ 228,280.00	\$ 434,280.00	\$ (206,000.00)	\$ 228,280.00	\$ 434,280.00	\$ (206,000.00)	\$ 4,589.91	-47.43%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444821	SUM-45	\$ 228,460.00	\$ 434,460.00	\$ (206,000.00)	\$ 228,460.00	\$ 434,460.00	\$ (206,000.00)	\$ 4,591.81	-47.42%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444915	SUM-54	\$ 228,940.00	\$ 434,940.00	\$ (206,000.00)	\$ 228,940.00	\$ 434,940.00	\$ (206,000.00)	\$ 4,596.88	-47.36%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444953	SUM-58	\$ 229,540.00	\$ 435,540.00	\$ (206,000.00)	\$ 229,540.00	\$ 435,540.00	\$ (206,000.00)	\$ 4,603.22	-47.30%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444922	SUM-55	\$ 229,660.00	\$ 435,660.00	\$ (206,000.00)	\$ 229,660.00	\$ 435,660.00	\$ (206,000.00)	\$ 4,604.49	-47.28%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0444939	SUM-56	\$ 230,400.00	\$ 436,400.00	\$ (206,000.00)	\$ 230,400.00	\$ 436,400.00	\$ (206,000.00)	\$ 4,612.31	-47.20%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0256119	PI-I-20	\$ 45,000.00	\$ 85,100.00	\$ (40,100.00)	\$ 45,000.00	\$ 85,100.00	\$ (40,100.00)	\$ 737.48	-47.12%	9/10/2013	Adjusted value to reflect recent appraisal.
0256085	PI-I-17	\$ 45,000.00	\$ 85,000.00	\$ (40,000.00)	\$ 45,000.00	\$ 85,000.00	\$ (40,000.00)	\$ 736.61	-47.06%	9/10/2013	Adjusted value to reflect recent appraisal.
0373500	201-NA-SUB-1-1AN	\$ 688,608.00	\$ 1,298,748.00	\$ (610,140.00)	\$ 378,734.00	\$ 714,311.00	\$ (335,577.00)	\$ 6,497.37	-46.98%	9/9/2013	Change value house construction started May 2013 no change on 1-1-2013.
0444946	SUM-57	\$ 232,620.00	\$ 438,620.00	\$ (206,000.00)	\$ 232,620.00	\$ 438,620.00	\$ (206,000.00)	\$ 4,635.77	-46.97%	9/17/2013	Adjusted 2013 value to reflect 64% complete for lack of infrastructure
0094239	SC-42	\$ 91,447.00	\$ 91,447.00	\$ -	\$ 50,295.00	\$ 91,447.00	\$ (41,152.00)	\$ 854.02	-45.00%	9/9/2013	Primary Residence Change
0260251	CHC-310	\$ 80,010.00	\$ 80,010.00	\$ -	\$ 44,005.00	\$ 80,010.00	\$ (36,005.00)	\$ 727.77	-45.00%	9/11/2013	Primary Residence Change
0094445	SC-61	\$ 75,068.00	\$ 75,068.00	\$ -	\$ 41,287.00	\$ 75,068.00	\$ (33,781.00)	\$ 701.06	-45.00%	9/9/2013	Primary Residence Change
0001796	CT-25	\$ 188,276.00	\$ 188,276.00	\$ -	\$ 103,551.00	\$ 188,276.00	\$ (84,725.00)	\$ 2,220.34	-45.00%	9/5/2013	Primary Residence Change
0011920	CT-2-A	\$ 200,705.00	\$ 200,705.00	\$ -	\$ 110,387.00	\$ 200,705.00	\$ (90,318.00)	\$ 2,366.91	-45.00%	9/6/2013	Primary Residence Change
0296990	WWPD-A16-AM	\$ 222,665.00	\$ 222,665.00	\$ -	\$ 122,465.00	\$ 222,665.00	\$ (100,200.00)	\$ 2,511.44	-45.00%	9/16/2013	Primary Residence Change
0085161	NS-552-D	\$ 193,881.00	\$ 193,881.00	\$ -	\$ 106,634.00	\$ 193,881.00	\$ (87,247.00)	\$ 1,771.88	-45.00%	9/4/2013	Primary Residence Change
0023550	PC-606	\$ 268,145.00	\$ 268,145.00	\$ -	\$ 147,479.00	\$ 268,145.00	\$ (120,666.00)	\$ 2,439.05	-45.00%	9/9/2013	Primary Residence Change
0134225	HE-B-295	\$ 280,541.00	\$ 280,541.00	\$ -	\$ 154,297.00	\$ 280,541.00	\$ (126,244.00)	\$ 2,607.63			

0478154	MCR-4B-2AM	\$	577,972.00	\$	577,972.00	\$	-	\$	317,884.00	\$	577,972.00	\$	(260,088.00)	\$	5,246.25	-45.00%	9/6/2013	Primary Residence Change
0272462	NSS-B-56 (2dnStip)	\$	526,970.00	\$	526,970.00	\$	-	\$	289,833.00	\$	526,970.00	\$	(237,137.00)	\$	2,694.01	-45.00%	9/9/2013	Primary Residence Change
0438303	1135-PA-1	\$	650,150.00	\$	650,150.00	\$	-	\$	357,582.00	\$	650,150.00	\$	(292,568.00)	\$	5,913.76	-45.00%	9/4/2013	Primary Residence Change
0199517	SU-K-12	\$	546,548.00	\$	546,548.00	\$	-	\$	300,601.00	\$	546,548.00	\$	(245,947.00)	\$	5,080.16	-45.00%	9/9/2013	Primary Residence Change
0406896	325-DALY-2	\$	1,022,003.00	\$	1,022,003.00	\$	-	\$	562,101.00	\$	1,022,003.00	\$	(459,902.00)	\$	9,296.14	-45.00%	9/16/2013	Primary Residence Change
0184063	PB-4-197	\$	569,957.00	\$	569,957.00	\$	-	\$	313,476.00	\$	569,957.00	\$	(256,481.00)	\$	5,297.75	-45.00%	9/16/2013	Primary Residence Change
0017511	NR-2	\$	1,593,458.00	\$	1,593,458.00	\$	-	\$	876,401.00	\$	1,593,458.00	\$	(717,057.00)	\$	14,494.09	-45.00%	9/5/2013	Primary Residence Change
0187207	JR-2-288	\$	661,017.00	\$	661,017.00	\$	-	\$	363,559.00	\$	661,017.00	\$	(297,458.00)	\$	6,144.15	-45.00%	9/6/2013	Primary Residence Change
0207625	AER-17	\$	1,148,052.00	\$	1,148,052.00	\$	-	\$	631,428.00	\$	1,148,052.00	\$	(516,624.00)	\$	10,442.68	-45.00%	9/6/2013	Primary Residence Change
0002562	CT-312	\$	97,891.00	\$	97,891.00	\$	-	\$	53,840.00	\$	97,891.00	\$	(44,051.00)	\$	1,154.43	-45.00%	9/5/2013	Primary Residence Change
0411953	THOMAS-1	\$	978,418.00	\$	978,418.00	\$	-	\$	538,130.00	\$	978,418.00	\$	(440,289.00)	\$	8,899.70	-45.00%	9/11/2013	Primary Residence Change
0312821	HODV-1A-24	\$	1,343,081.00	\$	1,343,081.00	\$	-	\$	738,694.00	\$	1,343,081.00	\$	(604,387.00)	\$	12,216.66	-45.00%	9/9/2013	Primary Residence Change
0064323	SU-C-9	\$	324,682.00	\$	324,682.00	\$	-	\$	178,575.00	\$	324,682.00	\$	(146,107.00)	\$	3,017.92	-45.00%	9/16/2013	Primary Residence Change
0284855	MH-25	\$	983,144.00	\$	983,144.00	\$	-	\$	540,729.00	\$	983,144.00	\$	(442,415.00)	\$	9,138.32	-45.00%	8/30/2013	Primary Residence Change
0371652	CALG-201	\$	225,000.00	\$	225,000.00	\$	-	\$	123,750.00	\$	225,000.00	\$	(101,250.00)	\$	1,953.45	-45.00%	9/11/2013	Primary Residence Change
0376156	CCRK-B-21	\$	90,000.00	\$	90,000.00	\$	-	\$	49,500.00	\$	90,000.00	\$	(40,500.00)	\$	781.38	-45.00%	9/11/2013	Primary Residence Change
0215883	CSL-9	\$	875,000.00	\$	875,000.00	\$	-	\$	481,250.00	\$	875,000.00	\$	(393,750.00)	\$	7,959.00	-45.00%	9/11/2013	Primary Residence Change
0383418	CVC-1-C-205	\$	130,000.00	\$	130,000.00	\$	-	\$	71,500.00	\$	130,000.00	\$	(58,500.00)	\$	1,128.66	-45.00%	9/11/2013	Primary Residence Change
0316087	DLV-3-13C	\$	700,000.00	\$	700,000.00	\$	-	\$	385,000.00	\$	700,000.00	\$	(315,000.00)	\$	6,367.20	-45.00%	9/11/2013	Primary Residence Change
0277230	ELK-4-2602	\$	250,000.00	\$	250,000.00	\$	-	\$	137,500.00	\$	250,000.00	\$	(112,500.00)	\$	2,323.75	-45.00%	9/11/2013	Primary Residence Change
0396618	FPRV-10-B	\$	240,000.00	\$	240,000.00	\$	-	\$	132,000.00	\$	240,000.00	\$	(108,000.00)	\$	2,083.68	-45.00%	9/11/2013	Primary Residence Change
0234165	IRH-FS-I-1	\$	140,000.00	\$	140,000.00	\$	-	\$	77,000.00	\$	140,000.00	\$	(63,000.00)	\$	1,273.44	-45.00%	9/11/2013	Primary Residence Change
0033211	PAC-127-AM	\$	160,000.00	\$	160,000.00	\$	-	\$	88,000.00	\$	160,000.00	\$	(72,000.00)	\$	1,455.36	-45.00%	9/11/2013	Primary Residence Change
0223531	PWL-6-J	\$	75,000.00	\$	75,000.00	\$	-	\$	41,250.00	\$	75,000.00	\$	(33,750.00)	\$	697.13	-45.00%	9/11/2013	Primary Residence Change
0223606	PWL-6-Q	\$	102,500.00	\$	102,500.00	\$	-	\$	56,375.00	\$	102,500.00	\$	(46,125.00)	\$	952.74	-45.00%	9/11/2013	Primary Residence Change
0363121	TWL-5B	\$	290,000.00	\$	290,000.00	\$	-	\$	159,500.00	\$	290,000.00	\$	(130,500.00)	\$	2,517.78	-45.00%	9/11/2013	Primary Residence Change
0339816	UVC-15	\$	60,000.00	\$	60,000.00	\$	-	\$	33,000.00	\$	60,000.00	\$	(27,000.00)	\$	632.28	-45.00%	9/11/2013	Primary Residence Change
0013064	KT-58	\$	151,020.00	\$	151,020.00	\$	-	\$	83,061.00	\$	151,020.00	\$	(67,959.00)	\$	1,591.45	-45.00%	9/17/2013	Primary Residence Change
0254643	PIE-47	\$	134,679.00	\$	134,679.00	\$	-	\$	74,118.00	\$	134,679.00	\$	(60,561.00)	\$	1,167.13	-44.97%	9/10/2013	Primary Residence Change
0361075	CWPC-II-42	\$	4,354,072.00	\$	4,354,072.00	\$	-	\$	2,400,967.00	\$	4,354,072.00	\$	(1,953,105.00)	\$	37,802.05	-44.86%	8/30/2013	Primary Residence Change
0372253	HR-100	\$	691,781.00	\$	691,781.00	\$	-	\$	383,404.00	\$	691,781.00	\$	(308,377.00)	\$	6,292.44	-44.58%	8/30/2013	Primary Residence Change
0396279	FPRV-4-H	\$	200,000.00	\$	340,000.00	\$	(140,000.00)	\$	110,000.00	\$	197,000.00	\$	(87,000.00)	\$	1,623.53	-44.16%	9/11/2013	should have been 200,000 from 2012
0144091	PI-D-32	\$	47,000.00	\$	84,000.00	\$	(37,000.00)	\$	47,000.00	\$	84,000.00	\$	(37,000.00)	\$	727.94	-44.05%	9/10/2013	Lots in the area tend to sell for 90% of list price, listings for similar lots in the area range from \$50,000 to \$55,000. Adjusted value to reflect 90% of list prices.
0414155	QUALLS-1	\$	140,000.00	\$	250,000.00	\$	(110,000.00)	\$	140,000.00	\$	250,000.00	\$	(110,000.00)	\$	2,274.00	-44.00%	9/4/2013	Change value to reflect contract sales price.
0300040	EVA-2-AM	\$	208,918.00	\$	208,918.00	\$	-	\$	74,209.00	\$	132,448.00	\$	(58,239.00)	\$	1,268.19	-43.97%	9/12/2013	Primary Residence Change
0399935	SFRK-2	\$	327,129.00	\$	327,129.00	\$	-	\$	183,970.00	\$	327,129.00	\$	(143,159.00)	\$	2,969.35	-43.76%	9/12/2013	Primary Residence Change
0372478	GWLD-63	\$	1,784,076.00	\$	1,784,076.00	\$	-	\$	1,019,041.00	\$	1,784,076.00	\$	(765,035.00)	\$	15,489.35	-42.88%	9/17/2013	Primary Residence Change
0479861	GILLMOR-3	\$	865,706.00	\$	865,706.00	\$	-	\$	503,138.00	\$	865,706.00	\$	(362,568.00)	\$	7,516.06	-41.88%	8/29/2013	Primary Residence Change
0319396	ROB-2	\$	355,832.00	\$	355,832.00	\$	-	\$	211,007.00	\$	355,832.00	\$	(144,825.00)	\$	3,229.89	-40.70%	9/4/2013	Primary Residence Change
0024715	PC-713	\$	150,000.00	\$	250,000.00	\$	(100,000.00)	\$	150,000.00	\$	250,000.00	\$	(100,000.00)	\$	2,274.00	-40.00%	9/17/2013	Parcel has Sampson Avnue cut it in half therefore adjust value to reflect this.
0062616	SU-A-28	\$	30,000.00	\$	50,000.00	\$	(20,000.00)	\$	30,000.00	\$	50,000.00	\$	(20,000.00)	\$	464.75	-40.00%	9/16/2013	After reviewing the information provided regarding the purchase of this property an adjustment has been made to establish an adjusted market value
0255624	PI-F-46	\$	52,000.00	\$	85,000.00	\$	(33,000.00)	\$	52,000.00	\$	85,000.00	\$	(33,000.00)	\$	736.61	-38.82%	9/10/2013	Lots in the area have sold on average of 90% of list price. There is a lot next to the subject listed at \$58,000. Adjusted value to reflect 90% of list price.
0343750	MRR-21	\$	2,438,596.00	\$	2,438,596.00	\$	-	\$	1,548,308.00	\$	2,438,596.00	\$	(890,288.00)	\$	24,483.50	-36.51%	9/12/2013	Primary Residence Change
0392385	GCS-D-72	\$	38,188.00	\$	60,000.00	\$	(21,812.00)	\$	38,188.00	\$	60,000.00	\$	(21,812.00)	\$	632.28	-36.35%	9/16/2013	Change value to reflect Exempt Status after 8-21-2013.
0164495	WA-3-305	\$	173,147.00	\$	173,147.00	\$	-	\$	110,213.00	\$	173,147.00	\$	(62,934.00)	\$	1,516.59	-36.35%	9/4/2013	Primary Residence Change
0237044	JR-4-4037	\$	165,000.00	\$	255,000.00	\$	(90,000.00)	\$	165,000.00	\$	255,000.00	\$	(90,000.00)	\$	2,370.23	-35.29%	9/4/2013	After reviewing the information provided along with other available market/sales data from Jeremy Ranch, an adjustment has been made to establish an adjusted market value
0190250	SRC-4102	\$	270,000.00	\$	410,000.00	\$	(140,000.00)	\$	270,000.00	\$	410,000.00	\$	(140,000.00)	\$	3,729.36	-34.15%	9/6/2013	to early 2013 purchase of 270,000
0320451	HODV-3-51	\$	333,073.00	\$	500,000.00	\$	(166,927.00)	\$	333,073.00	\$	500,000.00	\$	(166,927.00)	\$	4,548.00	-33.39%	9/12/2013	Change value to reflect contract sales price.
0085906	NS-604	\$	264,022.00	\$	264,022.00	\$	-	\$	177,837.00	\$	264,022.00	\$	(86,185.00)	\$	2,412.90	-32.64%	9/4/2013	Primary Residence Change
0186589	JR-2-226	\$	165,538.00	\$	242,250.00	\$	(76,712.00)	\$	165,538.00	\$	242,250.00	\$	(76,712.00)	\$	2,251.71	-31.67%	9/16/2013	After reviewing the information provided along with other available market/sales data from Jeremy Ranch, an adjustment has been made to establish an adjusted market value
0472079	RVBND-4	\$	291,565.00	\$	233,675.00	\$	57,890.00	\$	160,360.00	\$	233,675.00	\$	(73,315.00)	\$	2,197.48	-31.37%	9/4/2013	Primary Residence Change
0004261	CT-57	\$	160,000.00	\$	233,043.00	\$	(73,043.00)	\$	88,000.00	\$	128,173.00	\$	(40,173.00)	\$	1,511.54	-31.34%	9/5/2013	Home was purchased April 2013 for \$160,000, purchase contract was provided as evidence.
0293120	FHE-II-69	\$	435,000.00	\$	630,000.00	\$	(195,000.00)	\$	435,000.00	\$	630,000.00	\$	(195,000.00)	\$	5,730.48	-30.95%	9/12/2013	Change value to reflect contract sales price.
0187124	JR-2-280	\$	417,000.00	\$	595,864.00	\$	(178,864.00)	\$	229,350.00	\$	328,863.00	\$	(99,513.00)	\$	3,056.78	-30.26%	9/16/2013	information provided regarding the purchase of this property on 1/23/2013. an adjustment has been made to the property
0207815	AER-36	\$	907,088.00	\$	1,300,000.00	\$	(392,912.00)	\$	498,898.00	\$	715,000.00	\$	(216,102.00)	\$	6,503.64	-30.22%	9/17/2013	Change value to reflect comparable sales in Aeries \$208 X 4,361 = \$ 907,088.
0478279	1144-WS-1	\$	750,000.00	\$	1,054,833.00	\$	(304,833.00)	\$	412,500.00	\$	580,158.00	\$	(167,658.00)	\$	5,277.12	-28.90%	9/16/2013	Change value to reflect new Fee Appraisal value.
0185581	JR-46	\$	324,000.00	\$	450,900.00	\$	(126,900.00)	\$	178,200.00	\$	247,996.00	\$	(69,796.00)	\$	2,304.12	-28.14%	8/30/2013	the purchase of this property on 8/13/2012 an adjustment

0312243	HM-1-34	\$	1,015,980.00	\$	1,300,000.00	\$	(284,020.00)	\$	1,015,980.00	\$	1,300,000.00	\$	(284,020.00)	\$	11,824.80	-21.85%	9/16/2013	Change value to reflect comparable sales (\$210 X 4,838 = \$1,015,980) Therefore adjust value.
0292791	FHE-II-36	\$	1,400,000.00	\$	1,788,326.00	\$	(388,326.00)	\$	770,000.00	\$	983,579.00	\$	(213,579.00)	\$	9,846.63	-21.71%	9/16/2013	Change value to reflect Fee Appraisal value.
0057558	PVVV-A-25	\$	305,000.00	\$	387,621.00	\$	(82,621.00)	\$	167,750.00	\$	213,192.00	\$	(45,442.00)	\$	1,981.62	-21.32%	9/9/2013	adjusted value to reflect market appraisal dated 8/29/2012.
0312003	HM-1-9	\$	509,000.00	\$	645,000.00	\$	(136,000.00)	\$	509,000.00	\$	645,000.00	\$	(136,000.00)	\$	5,866.92	-21.09%	9/9/2013	Change value to reflect comparable sale in Hidden Meadow.
0288815	BH-3	\$	614,501.00	\$	715,238.00	\$	(100,737.00)	\$	387,284.00	\$	488,022.00	\$	(100,738.00)	\$	4,482.48	-20.64%	9/12/2013	Detached garage sits on adjacent property, removed garage value and attached it to adjacent property.
0404909	QJPB-A-1-1AM	\$	292,808.00	\$	366,010.00	\$	(73,202.00)	\$	292,808.00	\$	366,010.00	\$	(73,202.00)	\$	3,177.70	-20.00%	9/9/2013	recomend \$8 per sf times 36,601 sf or 292808
0062277	SU-A-112	\$	360,000.00	\$	446,630.00	\$	(86,630.00)	\$	198,000.00	\$	245,647.00	\$	(47,647.00)	\$	2,283.29	-19.40%	9/9/2013	
0097570	SK-14	\$	113,583.00	\$	140,076.00	\$	(26,493.00)	\$	113,583.00	\$	140,076.00	\$	(26,493.00)	\$	1,308.17	-18.91%	9/16/2013	
0195663	SOL-23	\$	923,208.00	\$	1,136,896.00	\$	(213,688.00)	\$	507,764.00	\$	625,293.00	\$	(117,529.00)	\$	5,687.67	-18.80%	9/9/2013	
0444410	SUM-4	\$	350,140.00	\$	430,140.00	\$	(80,000.00)	\$	350,140.00	\$	430,140.00	\$	(80,000.00)	\$	4,546.15	-18.60%	9/16/2013	
0444566	SUM-19	\$	350,240.00	\$	430,240.00	\$	(80,000.00)	\$	350,240.00	\$	430,240.00	\$	(80,000.00)	\$	4,547.21	-18.59%	9/16/2013	
0444542	SUM-17	\$	350,400.00	\$	430,400.00	\$	(80,000.00)	\$	350,400.00	\$	430,400.00	\$	(80,000.00)	\$	4,548.90	-18.59%	9/16/2013	
0444489	SUM-11	\$	350,480.00	\$	430,480.00	\$	(80,000.00)	\$	350,480.00	\$	430,480.00	\$	(80,000.00)	\$	4,549.74	-18.58%	9/16/2013	
0444388	SUM-1	\$	350,520.00	\$	430,520.00	\$	(80,000.00)	\$	350,520.00	\$	430,520.00	\$	(80,000.00)	\$	4,550.17	-18.58%	9/16/2013	
0444650	SUM-28	\$	350,680.00	\$	430,680.00	\$	(80,000.00)	\$	350,680.00	\$	430,680.00	\$	(80,000.00)	\$	4,551.86	-18.58%	9/16/2013	
0444580	SUM-21	\$	350,720.00	\$	430,720.00	\$	(80,000.00)	\$	350,720.00	\$	430,720.00	\$	(80,000.00)	\$	4,552.28	-18.57%	9/16/2013	
0444720	SUM-35	\$	350,940.00	\$	430,940.00	\$	(80,000.00)	\$	350,940.00	\$	430,940.00	\$	(80,000.00)	\$	4,554.60	-18.56%	9/16/2013	
0444472	SUM-10	\$	351,140.00	\$	431,140.00	\$	(80,000.00)	\$	351,140.00	\$	431,140.00	\$	(80,000.00)	\$	4,556.72	-18.56%	9/16/2013	
0444504	SUM-13	\$	351,580.00	\$	431,580.00	\$	(80,000.00)	\$	351,580.00	\$	431,580.00	\$	(80,000.00)	\$	4,561.37	-18.54%	9/16/2013	
0402499	HPCR-105-AM	\$	270,000.00	\$	330,000.00	\$	(60,000.00)	\$	270,000.00	\$	330,000.00	\$	(60,000.00)	\$	3,001.68	-18.18%	9/16/2013	
0402507	HPCR-106-AM	\$	270,000.00	\$	330,000.00	\$	(60,000.00)	\$	270,000.00	\$	330,000.00	\$	(60,000.00)	\$	3,001.68	-18.18%	9/16/2013	
0143085	PI-C-23	\$	292,000.00	\$	355,289.00	\$	(63,289.00)	\$	160,600.00	\$	195,409.00	\$	(34,809.00)	\$	1,693.41	-17.81%	9/4/2013	
0247548	TSD-4	\$	1,111,500.00	\$	1,350,000.00	\$	(238,500.00)	\$	1,111,500.00	\$	1,350,000.00	\$	(238,500.00)	\$	12,279.60	-17.67%	9/16/2013	
0185169	JR-4	\$	396,000.00	\$	479,373.00	\$	(83,373.00)	\$	217,800.00	\$	263,655.00	\$	(45,855.00)	\$	2,450.67	-17.39%	9/16/2013	
0133227	HE-A-390	\$	320,000.00	\$	392,138.00	\$	(72,138.00)	\$	188,825.00	\$	228,501.00	\$	(39,676.00)	\$	2,123.92	-17.36%	9/6/2013	
0016406	CR-25-A-2AM	\$	549,000.00	\$	660,000.00	\$	(111,000.00)	\$	549,000.00	\$	660,000.00	\$	(111,000.00)	\$	6,003.36	-16.82%	9/16/2013	
0032510	EH-J-3	\$	150,000.00	\$	180,000.00	\$	(30,000.00)	\$	150,000.00	\$	180,000.00	\$	(30,000.00)	\$	1,637.28	-16.67%	9/16/2013	
0380810	SLTA-B	\$	250,000.00	\$	300,000.00	\$	(50,000.00)	\$	250,000.00	\$	300,000.00	\$	(50,000.00)	\$	2,728.80	-16.67%	9/17/2013	
0286934	PM-6-A-609-A	\$	1,129.00	\$	1,350.00	\$	(221.00)	\$	1,129.00	\$	1,350.00	\$	(221.00)	\$	12.61	-16.37%	9/11/2013	
0012022	PM-6-A-610	\$	167,371.00	\$	199,998.00	\$	(32,627.00)	\$	167,371.00	\$	199,998.00	\$	(32,627.00)	\$	1,867.78	-16.31%	9/11/2013	
0320402	HODV-2-46	\$	375,000.00	\$	445,000.00	\$	(70,000.00)	\$	375,000.00	\$	445,000.00	\$	(70,000.00)	\$	4,047.72	-15.73%	9/16/2013	
0311971	HM-1-6	\$	1,725,920.00	\$	2,035,224.00	\$	(309,304.00)	\$	1,725,920.00	\$	2,035,224.00	\$	(309,304.00)	\$	18,512.40	-15.20%	9/10/2013	
0312839	HODV-1A-25	\$	340,000.00	\$	400,000.00	\$	(60,000.00)	\$	340,000.00	\$	400,000.00	\$	(60,000.00)	\$	3,638.40	-15.00%	9/16/2013	
0016620	CR-7-B-2AM	\$	570,000.00	\$	660,000.00	\$	(90,000.00)	\$	570,000.00	\$	660,000.00	\$	(90,000.00)	\$	6,003.36	-13.64%	9/16/2013	
0016661	CR-9-B-2AM	\$	570,000.00	\$	660,000.00	\$	(90,000.00)	\$	570,000.00	\$	660,000.00	\$	(90,000.00)	\$	6,003.36	-13.64%	9/16/2013	
0404917	QJPB-A-2-1AM	\$	5,700,000.00	\$	6,590,000.00	\$	(890,000.00)	\$	5,700,000.00	\$	6,590,000.00	\$	(890,000.00)	\$	57,214.38	-13.51%	9/9/2013	
0195937	SOL-50	\$	1,255,000.00	\$	1,442,086.00	\$	(187,086.00)	\$	1,255,000.00	\$	1,442,086.00	\$	(187,086.00)	\$	13,117.21	-12.97%	9/17/2013	
0248322	RGP-102	\$	566,000.00	\$	650,000.00	\$	(84,000.00)	\$	566,000.00	\$	650,000.00	\$	(84,000.00)	\$	5,912.40	-12.92%	9/16/2013	
0248330	RGP-103	\$	566,000.00	\$	650,000.00	\$	(84,000.00)	\$	566,000.00	\$	650,000.00	\$	(84,000.00)	\$	5,912.40	-12.92%	9/16/2013	
0248561	RGP-126	\$	566,000.00	\$	650,000.00	\$	(84,000.00)	\$	566,000.00	\$	650,000.00	\$	(84,000.00)	\$	5,912.40	-12.92%	9/16/2013	
0424808	GLDG-PH5	\$	2,875,000.00	\$	3,300,000.00	\$	(425,000.00)	\$	2,875,000.00	\$	3,300,000.00	\$	(425,000.00)	\$	31,528.20	-12.88%	9/10/2013	
0267223	OAKS-71	\$	1,315,384.00	\$	1,503,640.00	\$	(188,256.00)	\$	1,315,384.00	\$	1,503,640.00	\$	(188,256.00)	\$	13,677.11	-12.52%	9/13/2013	
0435424	WRS-1	\$	350,145.00	\$	400,000.00	\$	(49,855.00)	\$	192,579.00	\$	220,000.00	\$	(27,421.00)	\$	2,010.58	-12.46%	9/17/2013	
0214753	SOL-2-A-71	\$	1,350,000.00	\$	1,537,090.00	\$	(187,090.00)	\$	1,350,000.00	\$	1,537,090.00	\$	(187,090.00)	\$	13,981.37	-12.17%	8/29/2013	
0029110	SA-45	\$	425,000.00	\$	479,968.00	\$	(54,968.00)	\$	425,000.00	\$	479,968.00	\$	(54,968.00)	\$	4,365.79	-11.45%	9/5/2013	
0312342	HM-1-44	\$	2,628,572.00	\$	2,950,000.00	\$	(321,428.00)	\$	2,628,572.00	\$	2,950,000.00	\$	(321,428.00)	\$	26,833.20	-10.90%	9/10/2013	
0312136	HM-1-22	\$	935,924.00	\$	1,050,000.00	\$	(114,076.00)	\$	935,924.00	\$	1,050,000.00	\$	(114,076.00)	\$	9,550.80	-10.86%	9/10/2013	
0195655	SOL-22	\$	1,126,368.00	\$	1,254,701.00	\$	(128,333.00)	\$	1,126,368.00	\$	1,254,701.00	\$	(128,333.00)	\$	11,412.76	-10.23%	9/9/2013	
0279236	SOS-B-35	\$	545,000.00	\$	606,751.00	\$	(61,751.00)	\$	299,750.00	\$	333,713.00	\$	(33,963.00)	\$	3,101.86	-10.18%	9/10/2013	
0190318	SRC-4100	\$	279,000.00	\$	310,000.00	\$	(31,000.00)	\$	279,000.00	\$	310,000.00	\$	(31,000.00)	\$	2,819.76	-10.00%	9/16/2013	
0190276	SRC-4112	\$	279,000.00	\$	310,000.00	\$	(31,000.00)	\$	279,000.00	\$	310,000.00	\$	(31,000.00)	\$	2,819.76	-10.00%	9/16/2013	
0214902	SOL-2-A-86	\$	1,087,560.00	\$	1,207,530.00	\$	(119,970.00)	\$	1,087,560.00	\$	1,207,530.00	\$	(119,970.00)	\$	10,983.69	-9.94%	9/17/2013	
0431787	ALLC-214-1AM	\$	1,358,000.00	\$	1,500,000.00	\$	(142,000.00)	\$	1,358,000.00	\$	1,500,000.00	\$	(142,000.00)	\$	14,331.00	-9.47%	9/11/2013	
0431910	ALLC-414-1AM	\$	1,358,100.00	\$	1,500,000.00	\$	(141,900.00)	\$	1,358,100.00	\$	1,500,000.00	\$	(141,900.00)	\$	14,331.00	-9.46%	9/11/2013	
0414361	PRESRV-2-37	\$	467,000.00	\$	507,650.00	\$	(40,650.00)	\$	467,000.00	\$	507,650.00	\$	(40,650.00)	\$	4,407.42	-8.01%	9/5/2013	
0210280	MOT-2-1	\$	626,000.00	\$	680,000.00	\$	(54,000.00)	\$	344,300.00	\$	374,000.00	\$	(29,700.00)	\$	3,401.90	-7.94%	9/16/2013	
0412407	HSD-13	\$	129,000.00	\$	140,000.00	\$	(11,000.00)	\$	129,000.00	\$	140,000.00	\$	(11,000.00)	\$	1,512.56	-7.86%	9/11/2013	
0438261	LT-4-23	\$	2,750,000.00	\$	2,950,000.00	\$	(200,000.00)	\$	2,750,000.00	\$	2,950,000.00	\$	(200,000.00)	\$	28,184.30	-6.78%	9/16/2013	
0409460	ACC-18	\$	365,000.00	\$	390,000.00	\$	(25,000.00)	\$	365,000.00	\$	390,000.00	\$	(25,000.00)	\$	3,304.08	-6.41%	8/30/2013	
0138374	SL-C-149	\$	715,000.00	\$	763,860.00	\$	(48,860.00)	\$	444,496.00	\$	471,369.00	\$	(26,873.00)	\$	4,853.22	-5.70%	8/30/2013	
0117519	KE-A-93	\$	198,000.00	\$	206,397.00	\$	(8,397.00)	\$	108,900.00	\$	113,518.00	\$	(4,618.00)	\$	1,060.14	-4.07%	9/11/2013	
0463129	DLADY-2	\$	240,000.00	\$	250,000.00	\$	(10,000.00)	\$	240,000.00	\$	250,000.00	\$	(10,000.00)	\$	2,274.00	-4.00%	9/9/2013	
0334148	PC-464-A-1-A	\$	650,000.00	\$	675,793.00	\$	(25,793.00)	\$	650,000.00	\$	675,793.00	\$	(25,793.00)	\$	6,147.01	-3.		

0103956	OT-400-219	\$	683,941.00	\$	935,520.00	\$	(251,579.00)	\$	8,783.00	\$	8,783.00	\$	-	\$	88.18	0.00%	9/16/2013
0407860	PSSR-27	\$	2,812,161.00	\$	2,812,161.00	\$	-	\$	2,812,161.00	\$	2,812,161.00	\$	-	\$	30,382.59	0.00%	9/10/2013
0404925	QJPB-A-2A-1AM	\$	91,968.00	\$	91,968.00	\$	-	\$	91,968.00	\$	91,968.00	\$	-	\$	798.47	0.00%	9/9/2013
0427595	RCLD-18	\$	3,710,000.00	\$	3,710,000.00	\$	-	\$	3,710,000.00	\$	3,710,000.00	\$	-	\$	35,445.34	0.00%	9/10/2013
0196075	SOL-64	\$	995,420.00	\$	995,420.00	\$	-	\$	995,420.00	\$	995,420.00	\$	-	\$	9,054.34	0.00%	9/12/2013
0394365	WCAN-I-20-AM	\$	295,000.00	\$	295,000.00	\$	-	\$	295,000.00	\$	295,000.00	\$	-	\$	3,117.86	0.00%	9/16/2013
0312235	HM-1-33	\$	1,504,997.00	\$	1,504,997.00	\$	-	\$	1,504,997.00	\$	1,504,997.00	\$	-	\$	13,689.45	0.00%	9/17/2013
0407704	PSSR-12	\$	1,506,204.00	\$	1,506,204.00	\$	-	\$	1,506,204.00	\$	1,506,204.00	\$	-	\$	16,273.03	0.00%	9/18/2013
0411425	SGNH-21	\$	1,834,720.00	\$	1,834,720.00	\$	-	\$	1,009,096.00	\$	1,009,096.00	\$	-	\$	10,902.27	0.00%	9/18/2013
0422166	RDHLS-2-AM2345A	\$	321,882.00	\$	259,481.00	\$	62,401.00	\$	179,600.00	\$	145,280.00	\$	34,320.00	\$	1,318.71	23.62%	9/17/2013
0406771	MHAV-4	\$	413,342.00	\$	408,574.00	\$	4,768.00	\$	323,963.00	\$	230,341.00	\$	93,622.00	\$	2,105.09	40.64%	9/13/2013
0121404	PM-4-404	\$	186,694.00	\$	186,694.00	\$	-	\$	186,694.00	\$	102,682.00	\$	84,012.00	\$	958.95	81.82%	9/17/2013
0312151	HM-1-24	\$	1,146,916.00	\$	1,146,916.00	\$	-	\$	1,146,916.00	\$	630,804.00	\$	516,112.00	\$	5,737.79	81.82%	9/17/2013
0272868	WR-3	\$	1,753,589.00	\$	1,753,589.00	\$	-	\$	1,753,589.00	\$	964,474.00	\$	789,115.00	\$	8,772.86	81.82%	9/6/2013
0267884	ME-1B-18	\$	729,253.00	\$	729,253.00	\$	-	\$	729,253.00	\$	401,089.00	\$	328,164.00	\$	3,648.31	81.82%	9/9/2013
0285795	NS-162-162-B	\$	176,171.00	\$	75,434.00	\$	100,737.00	\$	176,171.00	\$	75,434.00	\$	100,737.00	\$	692.86	133.54%	9/12/2013
<b>Totals for 9/25/201</b>		<b>\$</b>	<b>131,169,641.00</b>	<b>\$</b>	<b>155,502,418.00</b>	<b>#####</b>	<b>\$</b>	<b>107,403,298.00</b>	<b>\$</b>	<b>142,109,691.00</b>	<b>\$</b>	<b>(34,706,393.00)</b>					
<b>Totals for 9/11/201</b>		<b>\$</b>	<b>45,692,783.00</b>	<b>\$</b>	<b>59,290,425.00</b>	<b>#####</b>	<b>\$</b>	<b>45,535,283.00</b>	<b>\$</b>	<b>58,936,247.00</b>	<b>\$</b>	<b>(13,400,964.00)</b>					
<b>Totals for 9/4/2013</b>		<b>\$</b>	<b>182,109,624.00</b>	<b>\$</b>	<b>211,373,202.00</b>	<b>#####</b>	<b>\$</b>	<b>138,575,271.00</b>	<b>\$</b>	<b>190,365,899.00</b>	<b>\$</b>	<b>(51,790,628.00)</b>					
<b>Totals for 8/21/201</b>		<b>\$</b>	<b>43,340,430.00</b>	<b>\$</b>	<b>49,490,523.00</b>	<b>#####</b>	<b>\$</b>	<b>29,421,027.00</b>	<b>\$</b>	<b>46,124,544.00</b>	<b>\$</b>	<b>(16,703,517.00)</b>					
<b>Running Total</b>		<b>\$</b>	<b>402,312,478.00</b>	<b>\$</b>	<b>475,656,568.00</b>	<b>#####</b>	<b>\$</b>	<b>320,934,879.00</b>	<b>\$</b>	<b>437,536,381.00</b>	<b>\$</b>	<b>(116,601,502.00)</b>					

The Market value decrease for 2013 is (\$ 73,343,091 ) As of 9/25/2013

The Taxable Value decrease for 2013 is (\$ 116,601,502 ) As of 9/25/2013

William Randy Kelly  
581 E. 5350 So.  
Ogden, Utah 84405  
(801) 476-0209

### ***OBJECTIVE***

Position to utilize my appraisal experience and management background in an assessment related field.

### ***EMPLOYMENT HISTORY***

Board of Equalization, Hearing Officer for eleven (11) counties – State of Utah  
May 2003 to present - Special Projects Appraiser - Property Tax Division – Utah State Tax Commission  
Retired February 28<sup>th</sup> 2003 from the Weber County Assessor's Office.  
January 1999           Weber County Assessment Director  
March 1989           Weber County Chief Deputy Assessor  
December 1986       Administrative Assistant  
December 1983       Supervising Deputy  
May 1975             Real Property Appraiser  
April 1974            Personal Property Appraiser  
December 1971       Motor Vehicle Tech

### ***APPRAISAL EDUCATION***

IAAO Course 1	Fundamentals of Real Property Appraisal
IAAO Course 2	Income Approach to Valuation
State Certification Course	Assessment Practice In Utah
State Certification Course	CAAS Appraisal System
IAAO Course 201	Appraisal of Land
IAAO Course 3	Development & Writing of Narrative Appraisal Reports
Marshall & Swift	Residential Cost Handbook
IAAO Course 305	CAMA Valuation Model Building
IAAO Course 4	Assessment Administration
USPAP	Uniform Standards of Professional Appraisal Practice
Utah State Tax Commission	Agricultural Land Classification Greenbelt Seminar
Utah State Tax Commission	Residential Sub-Market Factor Analysis
Utah State Tax Commission	Adjusting For A Typical Financing Terms

### ***RELATED EDUCATION***

Utah Department of Human Resource Management (1995) Certified Public Manager

Weber State College (1968 - 1972) Business Management (3 years)  
Technical School (1972) Computer Programming (Graduated)  
DDI Interactive Management (1984)  
University of Utah (1996) Administrative Law Class

### ***RELEVANT SKILLS & EXPERIENCE***

- Certified General Appraiser—Utah Division of Real Estate
  - Personal Property 1974-1979
  - Residential Field Appraiser 1975-1983
  - Commercial Field Appraiser 1978-1983
- Wrote conversion manual and directed change to Computer Assisted Appraisal System 1986
- Supervised conversion to SIGMA Appraisal System
- Supervised conversion of Personal Property Appraisal System
- Supervised Motor Vehicle, Personal Property, and Real Property Departments
- Developed and instructed State Tax Commission Course **30 - Tax Appeals & The Valuation Process**
- **Developed and instructed State Tax Commission Course on Self Storage Warehouse Valuation**

**QUALIFICATIONS**  
**WILLIAM J. KRANSTOVER**

**GENERAL EDUCATION** University of Wisconsin, Stevens Point. Bachelor of Science (1971)  
Graduate, Real Estate Training Program  
Home Savings and Loan Association  
Walnut Creek, California

**APPRAISAL EDUCATION** Appraisal courses attended and successfully completed as sponsored and conducted by the Appraisal Institute (formerly known as the American Institute of Real Estate Appraisers), include the following:

Course 1-A: Real Estate Appraisal and Basic Valuation Procedures

Course 8: Residential Appraisal

Course 410: Standards of Professional Practice

Appraisal courses attended and successfully completed as sponsored and conducted by the former Society of Real Estate Appraisers (merged with the former A.I.R.E.A. to form the Appraisal Institute), include the following:

Course 201: Case Studies & Valuation Analysis (1986)

Course 2-2: Foundations of Real Estate Appraisal

Attended various workshops and seminars in relation to Computer Applications in Real Estate Appraisal, HP 12C Applications in Real Estate Appraisal, Component Depreciation and Understanding Limited Appraisal Reports (General).

**PROFESSIONAL EXPERIENCE**

Appraisal assignments include the valuation and analysis of single and multi-family residences (apartment complexes and condominium projects), detached commercial facilities, light industrial facilities, retail strip centers, proposed and existing residential subdivisions, farm and ranch properties and special use properties.

**PROFESSIONAL ASSOCIATIONS**

State of Utah Certified General Appraiser

License No. 5450227-CG00

CREA, National Association of Real Estate Appraisers

Licensed Utah State Real Estate Broker



## **STAFF MEMO**

**To:** Summit County Council

**From:** Will Pratt, Planning & Project Manager

**Subject:** Liberty Peaks Open Space Acquisition Proposal

**Date:** September 18, 2013

**Meeting Date:** September 25, 2013

### **Summary Request:**

Review and approve recommendation from the Board of Directors of the Snyderville Basin Special Recreation District (the District) for the possible District acceptance of the Liberty Peaks Open Space parcel from Cowboy Properties.

### **Background:**

The recently constructed Liberty Peaks apartment complex and associated open space is located at the Park City Tech Center near Kimball Junction. The subject open space parcel on Lot 2 at the Tech Center, consisting of seven (7) acres, was created as a condition of the density granted for the apartment complex and is permanently restricted from development (see attachment). Non-motorized trails and trailhead facilities are allowed uses on the parcel. Boyer and Cowboy Properties do not have any obligations to provide any community benefits on the parcel, and there are currently no trails or other development on the parcel other than an existing storm drain maintained by the County.

The District has been in discussions over the past few months with Boyer and Cowboy Properties, a subsidiary of Cowboy Partners (the Liberty Peaks developer) regarding a proposed paved trail linking the new 224 Underpass (near Whole Foods) with the paved trail near Liberty Peaks and the Tanger Outlets. Although Boyer is obligated to build a paved trail through the Tech Center project itself as individual parcels are developed, it may be many years before this link is completed. The District is interested in developing an alternative paved link through the Lot 2 and Kimball Junction Open Space parcels to provide a different user experience than the future, more urbanized trail inside the development. Cowboy Properties recently approached the District about

the possibility of gifting the Lot 2 parcel to us through a Quit Claim deed transfer. Staff consulted with the County Attorney's office to see if there are any potentially negative impacts associated with the deed transfer, and it appears there are not.

The District is interested in constructing a paved trail through this parcel and the Kimball Junction Open Space to connect to the 224 Underpass. Such a connection would be easier to facilitate if the District owned this the Lot 2 Open Space outright.

The District Administrative Control Board of Directors reviewed this request at its regularly scheduled meeting on September 11, 2013, and subsequently voted to forward a positive to the Summit County Council. If approved by the Council, the developer representative said the proposal still needs sign offs from project bond holders, investors and lenders before it can be completed. He said he does not anticipate any issues with getting the approvals needed to complete the transaction.

**Analysis:**

District Staff has reviewed the proposal to see if it consistent with District and County policies and goals and concludes that it is. The Liberty Peaks Open Space lies adjacent to the existing Kimball Junction Open Space parcel, and the transaction would allow for continuous District/County open space from Hi Ute to Bear Hollow while allowing better paved and Nordic trail connection alignments. As mentioned, the transaction would also allow for construction of planned trail connections in the area and would enhance the Millennium Trail network. Staff feels it would be beneficial for the District to take fee title to this property so it can be owned and managed directly, rather than through a third party arrangement.

**Summary:**

In summary, the District Board feel the acceptance of the Liberty Peaks Open Space parcel from Cowboy Properties would be beneficial to the District and the County and the Summit County Council should approve the acquisition.

**Motion:**

For the Summit County Council to approve the acceptance of the Liberty Peaks Open Space parcel by the District from Cowboy Properties, and to authorize the District Director to execute the transactions necessary to complete the deed transfer and acceptance.



# PARK CITY TECH CENTER SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 19,  
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
AND THE NORTHEAST QUARTER OF SECTION 24,  
TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

**CONSENT TO RECORD**

PROPERTY RESERVE, INC. ("PRI") IS THE ASSIGNOR OF THAT CERTAIN DEED OF TRUST, RECORDED DECEMBER 31, 2008 AS ENTRY NO. 0061944 IN THE OFFICIAL RECORDS OF THE SUMMIT COUNTY RECORDER'S OFFICE (AS AMENDED, THE "TRUST DEED"). THE TRUST DEED SECURES PRI'S INTEREST IN A FUTURE RELIGIOUS WORTHINESS SITE. PRI IS NOT A DEALER OR BUYER OF REAL PROPERTY OR THE PARK CITY TECH CENTER SUBDIVISION. PRI CONSENTS TO THE RECORDED OF THE PARK CITY TECH CENTER SUBDIVISION PLAN.

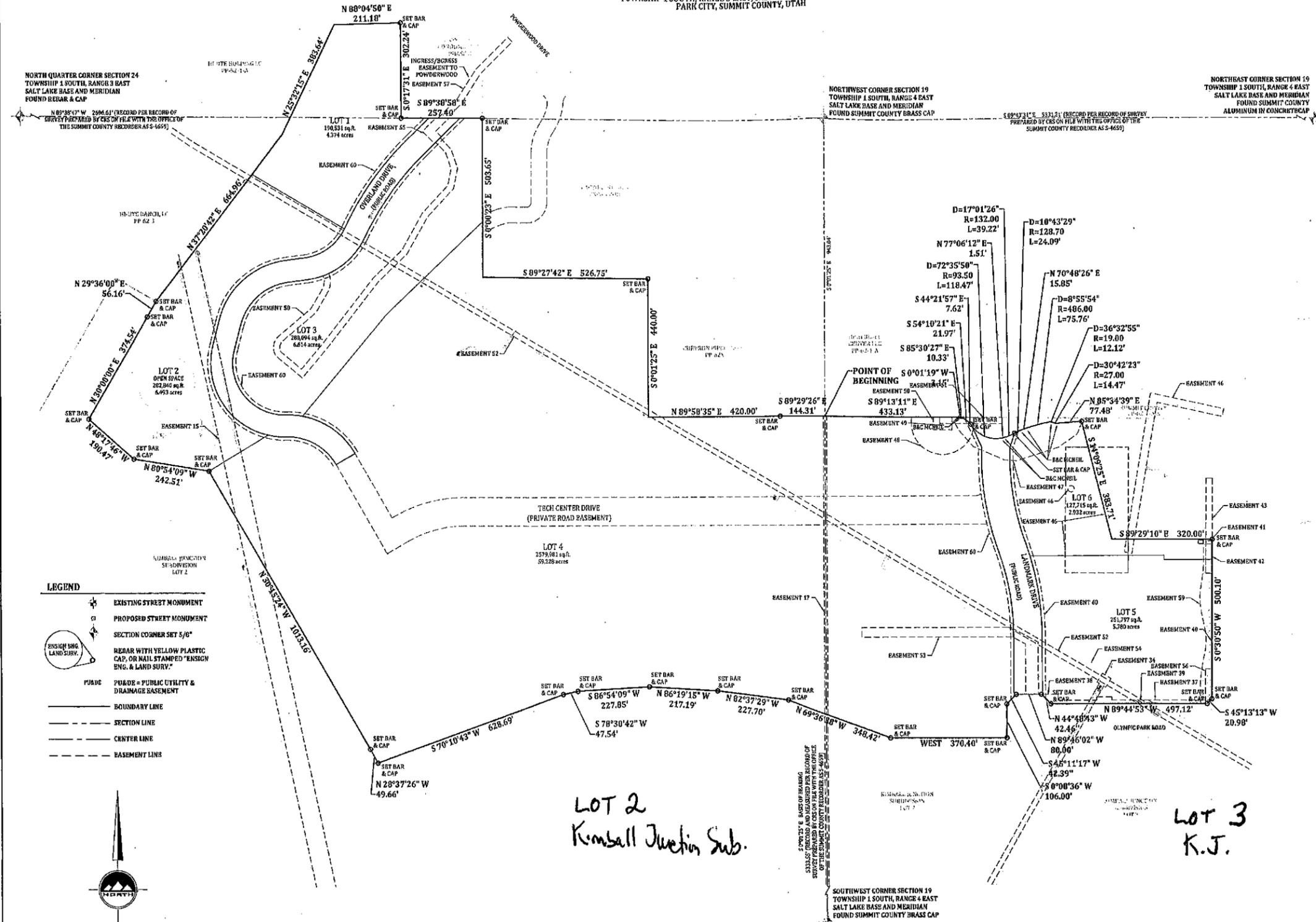
PROPERTY RESERVE, INC.  
A Utah non-profit corporation

By: *[Signature]*  
Name: *[Name]*  
Title: *[Title]*

STATE OF UTAH  
County of SALT LAKE

On this 27<sup>th</sup> day of October, 2010, personally appeared before me *[Name]*, known or substantially known to me to be the President of Property Reserve, Inc., a Utah non-profit corporation, who acknowledged to me that he signed the foregoing instrument on behalf of said corporation.

*[Signature]*  
JANET P. CHRISTENSEN  
Notary Public - State of Utah  
My Comm. Exp. 05/01/2012  
Commission # 674156



EASEMENT	TYPE	ENTRY NO.	BOOK	PAGE	RECORDED DATE
15	60' NON-EXCLUSIVE EASEMENT & RIGHT-OF-WAY FOR ELECTRICAL COMPONENTS	549940	1298	872	September 23, 1999
17	19' EASEMENT FOR UNDERGROUND POWER DISTRIBUTION	544446	1503	1548	January 13, 2003
24	16.5' EASEMENT FOR GAS PIPELINE	72795	2	362	October 15, 1948
34	CUT/FILL SLOPE EASEMENT	547044	1294	224	August 23, 1999
36	DRAINAGE CUT/FILL SLOPE EASEMENT	547082	1284	220	August 23, 1999
39	DRAINAGE CUT/FILL SLOPE EASEMENT	547083	1284	223	August 23, 1999
40	CONTROLLED ACCESS	626593	1463	788	August 1, 2002
41	18' ELECTRIC & COMMUNICATION EASEMENT	507103	1146	62	May 16, 1980
42	20' SEWER LINE EASEMENT	535663	1249	69	April 26, 1999
43	20' SEWER LINE EASEMENT	314653	548	153	October 25, 1949
45	IRRIGATION PIPELINE & APPURTENANCE EASEMENT	536566	1249	698	April 26, 1999
46	WELL SITE POSITION	106416		222	December 8, 1961
47	TEMPORARY CONSTRUCTION EASEMENT	845127	1931	616	May 21, 2008
48	WATER PROTECTION ZONE	389565	759	721	June 4, 1993
49	WELL-DIT	273195	455	815	June 25, 1987
50	SITE EASEMENT	348660	769	619	February 16, 1993
51	20' DRAIN LINE EASEMENT	348665	729	721	June 4, 1993
52	16.5' EASEMENT FOR GAS PIPELINE	76761	2	56	October 23, 1947
53	SEWER LINE EASEMENT	72794	2	361	October 15, 1948
54	SEWER LINE EASEMENT	76762	2	57	October 23, 1947
55	SEWER LINE EASEMENT	72793	2	360	October 15, 1948
56	SEWER LINE EASEMENT	882638	2002	641	September 17, 2009
57	SEWER LINE EASEMENT	882177	2009	1058	November 12, 2009
58	SEWER LINE EASEMENT	997177	2810	1283	September 22, 2010
59	SEWER LINE EASEMENT	536566	1249	698	April 26, 1999
60	20' SEWER EASEMENT	997176	2810	1280	September 22, 2010
61	TO BE RECORDED ON SEPARATE DOCUMENT				
62	PUBLIC TRAIL EASEMENT - TO BE LOCATED PURSUANT TO PLAT NOTE 1				
63	TO BE LOCATED PURSUANT TO PLAT NOTE 2				
64	TO BE LOCATED PURSUANT TO PLAT NOTE 3				
65	TO BE LOCATED PURSUANT TO PLAT NOTE 4				
66	TO BE LOCATED PURSUANT TO PLAT NOTE 5				
67	TO BE LOCATED PURSUANT TO PLAT NOTE 6				
68	TO BE LOCATED PURSUANT TO PLAT NOTE 7				
69	TO BE LOCATED PURSUANT TO PLAT NOTE 8				
70	TO BE LOCATED PURSUANT TO PLAT NOTE 9				
71	TO BE LOCATED PURSUANT TO PLAT NOTE 10				

*Pacific Corp*

*Thermon Pipe Line*



## PARK CITY TECH CENTER SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 19,  
TOWNSHIP 1 SOUTH, RANGE 4 EAST, AND THE NORTHEAST QUARTER OF  
SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

**SHEET 2 OF 2**

PROJECT NUMBER: 14252C  
MANAGER: RQE  
DRAWN BY: JFW  
CHECKED BY: FMH  
DATE: 10/21/10

**ENSIGN**

SALT LAKE CITY  
95 S. River Union Blvd  
Suite 100  
Midvale UT 84047  
Phone: 801.253.6529  
Fax: 801.253.4449  
www.ensigncorp.com

LAYTON  
Phone: 801.547.1100  
PLEASANT GROVE  
Phone: 801.796.8145  
TOOELE  
Phone: 435.843.3590

RECORDED #

ENTRY NO. **00909756**

DATE: 10/27/2010 03:03:32 PM B: 2854 P: 8438

PAGE 1 OF 1

Hi Ute

natural dirt trail  
3 mls

existing paved trails

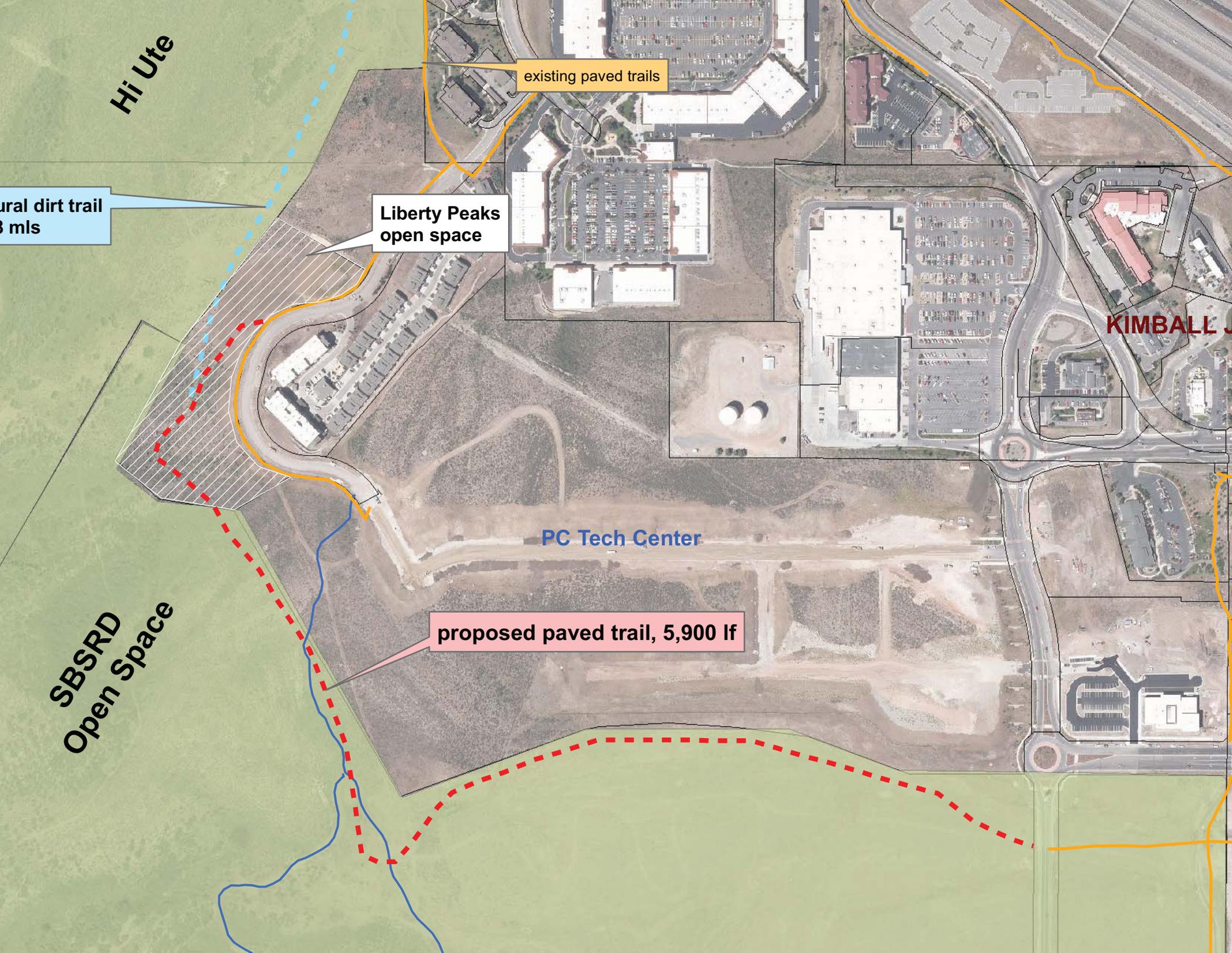
Liberty Peaks  
open space

KIMBALL J

PC Tech Center

proposed paved trail, 5,900 lf

SBSRD  
Open Space





## **STAFF MEMO**

**To:** Summit County Council

**From:** Will Pratt, Planning & Project Manager

**Subject:** Summit Park Open Space Purchase Proposal

**Report Date:** September 18, 2013

**Meeting Date:** September 25, 2013

### **Summary Request:**

Review and approve Staff and Board recommendation for the possible acquisition of a Summit Park open space parcel by the Snyderville Basin Special Recreation District (the District) from the Utah Division of Forestry, Fire and State Lands (FFSL).

### **Background:**

The subject parcel, located in upper Summit Park, consists of approximately 325 acres and is currently owned by FFSL. Existing residential development and developable land lies to the north of the parcel, while the southern boundary lies adjacent to the Toll Canyon Open Space purchased this year. There is currently a proposal for a seven lot subdivision on a 25 acre parcel surrounded by the Summit Park open space parcel. One of the proposed access points to the subdivision is through a portion of open space currently blocked from motorized access. The road is owned by FFSL, but the developer has a 30 foot wide easement that could potentially be utilized.

There are approximately four miles of existing non-motorized trails on the open space parcel. FFSL currently has a 25 year agreement with the District for trail design, construction and maintenance on the parcel. Existing trails tie into our Master Plan and could be expanded in the future.

The fee title to the Summit Park open space was acquired by FFSL in 2001, and a conservation easement was placed on the land the same year. FFSL has previously stated a conflict with being both the deed owner and conservation easement owner for the parcel, and is not interested in the managing the parcel long term. FFSL approached the District and BOSAC in 2012 to discuss having the District take title to

the property, while FFSL would remain as the conservation easement holder. The Board of Directors for the District previously reviewed this proposal, but due to Staff changes at both the District and BOSAC last year, no decision was made.

Current District Staff recently renewed contact with FFSL about the District purchasing the parcel and acquiring the associated Warranty Deed (for the sum of \$100). The transaction would require a formal closing, with the District assuming the cost of a Title Search, Title Insurance, (potentially) a Survey, and Closing Costs. FFSL is currently putting together an MOU to facilitate the transfer if such an acquisition is approved by the Summit County Council.

The District Board reviewed this request at its regularly scheduled meeting on August 14, 2013, and subsequently voted to recommend approval of the land acquisition to the Summit County Council.

**Analysis:**

Staff has reviewed the proposal to see if it is consistent with District and County policies and goals and concludes that it is. The Summit Park open space lies adjacent to the Toll Canyon open space parcel, and the transaction would allow for contiguous District owned open space between Summit Park and Hi-Ute Ranch. Staff feels it would be beneficial for the District to take fee title to this property so it can be owned and managed directly, rather than through a third party arrangement.

**Summary:** In summary, Staff and the Board feel the purchase of the Summit Park open space parcel would be beneficial to the District and the Board should approve the acquisition.

**Motion:** For the County Council to approve the purchase of the Summit Park open space parcel by the District from the FFSL for the sum of \$100, and to authorize the District Director to execute the transactions necessary to complete the purchase and deed transfer.

# Summit Park



**Location:** Summit County, Utah

**Acres:** 325

**Conservation Easement Date:** April 20, 2001

**Fee Title Acquisition:** April 24, 2002

**Land Owner/CE Holder:** The State of Utah

**Conservation Easement Funding:**

Forest Legacy Program      \$800,000

LeRay McAllister Fund      \$400,000

Landowner Donation      \$400,000

**Fee Title Acquisition Funding:**

Landowner Donation:      \$1,200,000

**Description:** Summit Park is a 325 acre property owned by the Utah Division of Forestry, Fire and State Lands (FFSL). Adjacent land ownership includes the densely populated community of Summit Park to the north, public watershed lands owned by Salt Lake City and the Uinta-Wasatch-Cache National Forest to the west and private, undeveloped range and forestland to the south and east.

**History:** Native Americans used the area in and around the Summit Park property for hunting prior to the arrival of the Mormon settlers. Summit Park was used extensively for timber harvesting to support the mining industry following the discovery of silver along the Wasatch Mountains. The Summit Park property has also been used for sheep and cattle grazing over the past 100 years.

Prior to the states acquisition, the property was owned by Harrison Gentry. Concerns over increasing land development and a desire to preserve and protect the land while maintaining traditional land uses led Mr. Gentry to sell conservation easement on the property to FFSL in 2001. In 2002, Mr. Gentry donated the underlying fee title on the property to FFSL.

**Current Status:** Since acquiring the property, the FFSL, in conjunction with Synderville Basin Special Recreation District, has worked to make Summit Park a popular recreation area for residents of Summit County. Currently, Summit Park boasts more than four miles of trails for biking and hiking. The trails become popular for snowshoeing during the winter months. FFSL has a 25 year agreement with Basin Recreation for trail design, construction and maintenance.

There is currently a proposal for a seven lot subdivision on a 25 acre parcel surrounded by the conservation easement, but not encumbered by it. To access the proposed subdivision the developer would need to widen the Innsbruck Strasse road to Summit County standards. The road is owned by FFSL, but the developer has a 30 foot wide easement across the road.

Although the Summit Park conservation easement has a non-merger clause, the practice of a single entity simultaneously holding a conservation easement and fee title to a property is uncommon. The Division of Forestry, Fire and State Lands would prefer to hold only the conservation easement on the property. Therefore, the Division is proposing to sell the underlying fee title to the Summit Park property to Summit County. FFSL would retain ownership of the conservation easement. For information regarding Summit Park please contact Laura Ault, Planner/Forest Legacy Coordinator for the Division of Forestry, Fire and State Lands at 801.538.5540 or [lauraault@utah.gov](mailto:lauraault@utah.gov).

**MEMORANDUM OF UNDERSTANDING**

Field Code Changed

between

**THE STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY, FIRE AND STATE LANDS,**

and

**SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**

and

**SUMMIT COUNTY**

This Memorandum of Understanding (MOU) is made and entered into by and among the Utah Division of Forestry, Fire and State Lands (FFSL), Snyderville Basin Special Recreation District (DISTRICT), and Summit County (COUNTY) collectively referred to hereafter as the PARTIES.

WHEREAS, DWR owns in fee title 325 acres, more or less, of land within the Summit Park subdivision of Park City, in Summit County, Utah, referred to hereafter as the Summit Park lands and described in Appendix A; and

WHEREAS, the FFSL, also referred to hereafter as the EASEMENT HOLDER, holds a legally executed Deed of Conservation Easement for the Summit Park lands; and

WHEREAS, said Deed of Conservation Easement is recorded in Summit County and can be found at the Summit County Recorder's Office (Bk01369 Pg 00336-00366, dated May 7, 2001); and

WHEREAS, an amendment to the Deed of Conservation Easement was signed on July 12, 2002 and can be found at the Summit County Recorder's Office (Bk01484 Pg00057); and

WHEREAS, said Deed of Conservation Easement recognizes the Summit Park lands to possess a myriad of aesthetic, biological and cultural values, collectively categorized as the Conservation Values, and provides the EASEMENT HOLDER with the authority and administrative procedures, including among others the right of the EASEMENT HOLDER or their designated representatives to unrestricted access to the Summit Park lands, necessary to ensure that those values and resources are protected; and

WHEREAS, fee title of the property was obtained by FFSL from Harrison Gentry on April 24, 2002.

WHEREAS, the DISTRICT is able to design, construct, and maintain Summit Park Trails through the property as agreed to in the Summit Park Trails Agreement between the DISTRICT and the FFSL dated June 6, 2007; and

WHEREAS, the PARTIES are of the opinion that a change in fee title ownership will not compromise protection of the Conservation Values or be contrary to the intent of the Congress in the acquisition of the Summit Park lands: provided that the stipulations, requirements, and rights of the EASEMENT HOLDERS, as enumerated in the Deed of Conservation Easement, continue to remain in force as required by law; and those specific management strategies, as enumerated FFSLs Forest Stewardship Plan, are implemented; and

WHEREAS, the PARTIES desire to enter into this MOU to cooperatively facilitate the transfer of fee title of the Summit Park lands from the FFSL to the DISTRICT;

NOW THEREFORE; in consideration of the mutual interests and commitments set forth herein, the PARTIES agree as follows:

A. FFSL agrees to:

1. Transfer fee title ownership of the Summit Park lands, as enumerated in Appendix A, and including appurtenant water rights, capital improvements and other interests to the DISTRICT.
2. Continue to provide an appropriate level timber management and weed treatment in order to meet the desired future conditions and management objectives outlined in the Forest Stewardship Plan.
3. Act as the representative of the EASEMENT HOLDER, with all the associated rights and privileges as defined in the Deed of Conservation Easement, to ensure that the Conservation Values of the Summit Park lands remain undiminished.
4. When requested by the PARTIES, provide expert opinion on matters of wildlife, wildlife and aquatic habitat, land and water management, and any other pertinent natural resource issues, particularly in instances where those resources may be affected by activities proposed by the DISTRICT, the COUNTY or other entities.

B. The DISTRICT agrees to:

1. Continue to maintain the Conservation Values enumerated in the Deed of Conservation Easement.
2. Continue trail maintenance operations as outlined in the Summit Park Trails Agreement.
3. Provide a cash settlement of \$100.00 to FFSL for the fee title purchase.
4. Coordinate with the COUNTY to transfer the fee title of the Innsbruck Strasse road to the COUNTY when deemed appropriate by the PARTIES. Transferring the road to the COUNTY

ensures proper maintenance and access for the potential subdivision surrounded by the easement and an alternative fire escape route for the Summit Park community.

C. The COUNTY agrees to:

1. Maintain the road from Innsbrooke Strasse to Matterhorn Dr. to uphold the Conservation Values enumerated in the Deed of Conservation Easement.
2. Install crash gates, as deemed appropriate by County engineer and FFSL and funds are available at both ends of the road to facilitate fire escape routes in the Summit Park subdivision.
3. Coordinate with FFSL regarding any improvements to the road or applications submitted to the COUNTY that propose changes to the road.
4. Coordinate with the DISTRICT to transfer the fee title of the Innsbruck Strasse road to the COUNTY when deemed appropriate by the PARTIES.

D. FFSL and the DISTRICT, each referred to as a Party for the purposes of this section, agree to:

1. Conveyance of the Properties. At Closing, FFSL shall transfer to the DISTRICT fee title to the Summit Park land by General Warranty Deed, except that FFSL shall retain, keep, and hold the conservation easement.
2. Closing Costs. Except as otherwise provided in this MOU, closing costs and other charges associated with Closing shall be paid for by the DISTRICT.
3. Title Commitment. Within twenty (20) days of the date this MOU is executed, each Party may order a commitment for title insurance showing the status of title with respect to the Party's Property identified for exchange, along with copies of the documents identified therein as exceptions. Within sixty (60) days after receipt of such documents each Party shall advise the other of any exceptions in the title commitment which it will require to be removed on or before Closing. Thereafter, each Party shall use its best efforts to assure the removal of any such objectionable exceptions by Closing. In the event a Party is unable or unwilling to remove any such exceptions to which the other has objected, the objecting Party may elect to: (a) terminate this MOU, in which case the objecting Party shall have no obligation to engage in the property transaction; (b) proceed with exchanging the Properties and accept a policy of title insurance with the exceptions objected to; or (c) defer Closing until the exceptions are removed, if the exceptions can be removed with additional time.
4. Title Insurance. The DISTRICT shall obtain, at its expense, an ALTA standard coverage owner's policy of title insurance in the fair market value of the Property, insuring that title to the Property is vested in the receiving Party, at the Closing.
5. Covenants. Each Party covenants that from the date hereof until Closing on the Property exchange, neither will:

- (a) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon or created with respect to the Property, except pursuant to this MOU;
- (b) engage in any activity in relation to the Property which would impair or interfere with its values, which include natural, scenic, wildlife habitat and open space values;
- (c) cause or permit any dumping or depositing of any materials on the Property, including, without limitation, garbage, construction debris, or solid or liquid wastes of any kind (this provision does not relate to the use of septic tanks and fields).

Each Party shall promptly cure, at its sole cost and expense, each and every breach or default of any covenant set forth in this paragraph upon receipt of notice thereof by the other Party. If the problem is not remedied before Closing, the notifying Party may elect to either:

- (a) terminate this MOU, in which case, the notifying Party shall have no obligation to exchange Properties; or
- (b) defer the Closing until the problem has been remedied. A Party's election in this regard shall not constitute a waiver of its rights with respect to any loss or liability suffered as a result of a breach of a covenant, nor shall it constitute a waiver of any other remedies provided in this MOU or by law or equity.

7. Representations and Warranties. Each Party makes the following representations and warranties with respect to the Property it will transfer to the other:

- (a) no persons other than the Party and its lessees are, or as of the Closing will be, in possession of the Property, and no persons other than the Party own any portion of the Property;
- (b) there is no suit, action, arbitration, legal proceeding or injury pending or threatened against the Property which could affect title to the Property or any portion thereof, affect the value of the Property or any portion thereof, or subject an owner of the Property or any portion thereof to liability;
- (c) to the best of each Party's knowledge, there are no:
  - (i) Actual or impending public improvements or private rights or actions which will result in the creation of any lien upon the Property or any portion thereof.
  - (ii) Uncured notices by any governmental agency identifying any violations of statute, order, ordinance, rule, requirement or regulation which would affect the Property or any portion thereof.
  - (iii) Pending contracts for improvements to the Property or actual or impending mechanics liens against the Property or any portion thereof.
  - (iv) Notices or other information suggesting that any condition existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material effect on the value of the Property or subject the owner of the Property to potential liabilities under environmental laws; and
- (d) there is no lease, license, permit, option, right of first refusal or other agreement, oral or written, which affects the Property or any portion thereof;
- (e) there is no condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment (whether or not such condition constitutes a violation of Environmental Laws, as hereinafter defined). There has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance (as hereinafter defined) on the Property, nor has there been any release or threatened

release of any Hazardous Substance, pollutant or contaminant into, upon or over the Property or into or upon ground or surface water at the Property or within the immediate vicinity of the Property. No Hazardous Substance is now or ever has been stored on the Property in underground tanks, pits or surface impoundments. As used herein, "Hazardous Substance(s)" means any substance which is:

- (i) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law;
  - (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof;
  - (iii) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant regulated pursuant to any Environmental Law(s); or
  - (iv) any pesticide regulated under state or federal law; and
- (f) there are no encumbrances or liens against the Property, including but not limited to mortgages or deeds of trust, other than as are set forth in the title commitment.

E. The PARTIES mutually agree as follows:

1. This MOU shall become effective on the date of last signature by the PARTIES and remain in effect in perpetuity unless amended by mutual consent.
2. This MOU may be amended periodically as necessary, provided all such amendments are in writing and agreed to by all PARTIES.
3. This MOU shall be liberally construed. The PARTIES acknowledge that each has reviewed and revised the MOU with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this MOU.
4. This MOU contains the entire agreement and understanding between the PARTIES, and that there are no representations, understandings or agreements, oral or written, expressed or implied, that are not included herein.
5. This MOU in no way restricts the PARTIES from entering into other agreements with other public or private agencies, organizations and individuals provided such agreements do not result in actions that are in conflict with the Deed of Conservation Easement or the intent of the Congress.
6. Indemnify, hold harmless, and release FFSL and all its officers, agents, volunteers and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this MOU which are caused by the negligence or willful misconduct of FFSL's officers, agents, or employees; it being the intent of the PARTIES that FFSL will not indemnify, hold harmless or release the DISTRICT from the willful misconduct, gross negligence, or the negligent acts or omissions of the DISTRICT and its officers, agents, volunteers or employees. If any of the PARTIES are negligent, they shall each bear their proportionate share of any allocated fault or responsibility. Nothing contained herein shall be construed as waiving immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code 63g-7-101 through 63g-7-904.

Field Code Changed



## **APPENDIX A**

### **Property Description**

A tract of real property located in Summit County, Utah, consisting of approximately 325 acres, more or less, and more particularly described as follows:

That portion of the following described Parcel lying within Section 15, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Described as follows:

BEGINNING at the Southeast Corner of Lot 141, Summit Park, Plat M-2, which point of 2207.47 feet South and 1138.42 feet East from the Northwest Corner of Section 15, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 80°00'00" West 466.48 feet; thence South 68°00'00" West 503.23 feet; thence North 63°00'00" West 380.00 feet; thence South 83°00'00" West 290.00 feet; thence South 40°00'00" West 305 feet; thence North 35°00'00" West 181.69 feet; thence South 14°00'00" West 298.54 feet; thence North 76°00'00" West 278.41 feet; thence South 81°24'29" West 264.98 feet; thence South 43°30'00" West 609.74 feet; thence North 76°00'00" West 425.90 feet; thence South 78°00'00" West 175.00 feet; thence North 53°00'00" West 175.00 feet; thence South 88°30'00" West 215.00 feet; thence North 02°30'00" East 385.00 feet; thence North 32°30'00" East 380.00 feet; thence North 10°00'00" West 305.00 feet; thence North 33°30'00" East 215.21 feet; thence North 65°00'00" East 203.28 feet; thence South 25°00'00" East 435.24 feet; thence South 20°00'00" East 136.36 feet to a point on the arc of a 100 foot radius curve to the right; thence Southeasterly along the arc of said 100 foot radius curve 148.35 feet; thence South 25°00' East 30.00 feet to a point of tangency with a 50.00 foot radius curve to the left; thence Easterly along the arc of said 50.00 foot radius curve 93.72 feet to the South Corner of Lot 45, Summit Park, Plat I; thence North 42°23'40" West 120.00 feet; thence North 47°35'20" East 165.00 feet; thence North 33°24'29" East 80.68 feet; thence North 338.00 feet; thence North 17°30'30" East 987.75 feet; thence North 17°18'45" East 157.75 feet to the Northwest Corner of Lot 28, Summit Park, Plat J, said corner also being the South Corner of Lot 79, Summit Park, Plat I; thence North 47°41'30" West 239.60 feet; thence North 25°58'00" West 475.00 feet; thence North 56°55'09" West 345.78 feet; thence North 84°55'00" West 455.00 feet to an angle point on the South line of Lot 99, Summit Park, Plat I, said point also being the Northeast Corner of Lot 11, Summit Park, Plat I; thence South 42°24'11" West 164.40 feet; thence South 48°58'00" West 50.00 feet; thence South 44°48'28" West 162.11 feet; thence South 47°28'00" West 50.00 feet; thence South 51°48'03" West 188.03 feet; thence North 60°55'00" West 70.00 feet; thence North 72°55'00" West 250.00 feet; thence North 15°55'00" West 330.00 feet to the Northwest Corner of Lot 18, Summit Park, Plat I, said corner being on the County Line between Salt Lake and Summit Counties; thence along the boundary line between Salt Lake and Summit Counties the following courses and distances: South 44°05'00" West 370.00 feet; thence South 73°20'00" West 1042.81 feet; thence South 26°23'00" West 272.37 feet; thence South 07°45'00" East 622.68 feet; thence South 76°53'00" East 457.25 feet; thence South 31°42'00" East 513.62 feet to the top of a peak divide; thence South 03°26'00" West 799.44 feet; thence South 17°16'00" West 1290.03 feet; thence South 01°34'00" West 728.27 feet; thence South 38°40'00" East 256.15 feet to a peak on the ridge line; thence South 82°59'00" East 589.39 feet; thence South 79°21'00" East 1260.75 feet; thence South 59°13'00" East 849.96 feet to a point where two ridges meet; thence leaving the County line and running Northerly to the left along the ridge the following courses and distances: North 09°13'00" East 830.72 feet; thence North 46°00'00" East 683.79 feet; thence North 26°29'00" East 773.64 feet; thence North 74°15'00" East 821.54 feet; thence North 64°01'00" East 928.99 feet; thence North 13°48'00" East 520.30 feet to the point of beginning.

EXCEPTING THEREFROM the following described tract of land:

BEGINNING at a point North 30 feet and West 2300 feet from the Southeast Corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence North 50 feet; thence West 50 feet; thence South 50 feet; thence East 50 feet to the point of beginning.

PARCEL # 2:

That portion of the following described Parcel lying within Section 16, Township 1 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

BEGINNING at the Southeast Corner of Lot 141, Summit Park, Plat M-2, which point of 2207.47 feet South and 1138.42 feet East from the Northwest Corner of Section 15, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 80°00'00" West 466.48 feet; thence South 48°00'00" West 503.23 feet; thence North 63°00'00" West 380.00 feet; thence South 83°00'00" West 290.00 feet; thence South 40°00'00" West 305 feet; thence North 35°00'00" West 181.69 feet; thence South 14°00'00" West 298.54 feet; thence North 76°00'00" West 278.41 feet; thence South 81°24'29" West 264.98 feet; thence South 43°30'00" West 609.74 feet; thence North 76°00'00" West 425.90 feet; thence South 78°00'00" West 175.00 feet; thence North 53°00'00" West 175.00 feet; thence South 88°30'00" West 215.00 feet; thence North 02°30'00" East 385.00 feet; thence North 32°30'00" East 380.00 feet; thence North 10°00'00" West 305.00 feet; thence North 33°30'00" East 215.21 feet; thence North 65°00'00" East 203.28 feet; thence South 25°00'00" East 435.24 feet; thence South 20°00'00" East 136.36 feet to a point on the arc of a 100 foot radius curve to the right; thence Southeasterly along the arc of said 100 foot radius curve 148.35 feet; thence South 25°00' East 30.00 feet to a point of tangency with a 50.00 foot radius curve to the left; thence Easterly along the arc of said 50.00 foot radius curve 93.72 feet to the South Corner of Lot 45, Summit Park, Plat I; thence North 42°23'40" West 120.00 feet; thence North 47°35'20" East 165.00 feet; thence North 33°24'29" East 80.68 feet; thence North 338.00 feet; thence North 17°30'30" East 987.75 feet; thence North 17°18'45" East 157.75 feet to the Northwest Corner of Lot 28, Summit Park, Plat J, said corner also being the South Corner of Lot 79, Summit Park, Plat I; thence North 47°41'30" West 239.60 feet; thence North 25°58'00" West 475.00 feet; thence North 56°55'09" West 345.78 feet; thence North 84°55'00" West 455.00 feet to an angle point on the South line of Lot 99, Summit Park, Plat I, said point also being the Northeast Corner of Lot 11, Summit Park, Plat I; thence South 42°24'11" West 164.40 feet; thence South 48°58'00" West 50.00 feet; thence South 44°48'28" West 162.11 feet; thence South 47°28'00" West 50.00 feet; thence South 51°48'03" West 188.03 feet; thence North 60°55'00" West 70.00 feet; thence North 72°55'00" West 250.00 feet; thence North 15°55'00" West 330.00 feet to the Northwest Corner of Lot 18, Summit Park, Plat I, said corner being on the County Line between Salt Lake and Summit Counties; thence along the boundary line between Salt Lake and Summit Counties the following courses and distances: South 44°05'00" West 370.00 feet; thence South 73°20'00" West 1042.81 feet; thence South 26°23'00" West 272.37 feet; thence South 07°45'00" East 622.68 feet; thence South 76°53'00" East 457.25 feet; thence South 31°42'00" East 513.62 feet to the top of a peak divide; thence South 03°26'00" West 799.44 feet; thence South 17°16'00" West 1920.03 feet; thence South 01°34'00" West 728.27 feet; thence South 38°40'00" East 256.15 feet to a peak on the ridge line; thence South 82°59'00" East 589.39 feet; thence South 79°21'00" East 1260.75 feet; thence South 59°13'00" East 849.96 feet to a point where two ridges meet; thence leaving the County line and running Northerly to the left along the ridge the following courses and distances: North 09°13'00" East 830.72 feet; thence North 46°00'00" East 683.79 feet; thence North 28°29'00" East 773.64 feet; thence North 74°15'00" East 821.54 feet; thence North 64°01'00" East 928.99 feet; thence North 13°48'00" East 520.30 feet to the point of beginning.

TOGETHER with a non-exclusive right of way and easement for the purpose of ingress and egress as set forth in that certain Easement Grant recorded August 7, 1998, as Entry No. 514600 in Book 1172 at Page 17 of Official

Records.

EXCEPTING THEREFROM the following described tract of land:

BEGINNING at a point North 30 feet and West 2300 feet from the Southeast Corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence North 50 feet; thence West 50 feet; thence South 50 feet; thence East 50 feet to the point of beginning.

ALSO, LESS AND EXCEPTING THEREFROM the following:

Located in the Northwest Quarter of Section 16, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, and being more particularly described as follows:

BEGINNING at the Northeast Corner of Lot 15, Summit Park Subdivision, Plat L, as recorded in the Summit County Recorders Office, said point also being South 2656.05 feet along Section Line, and West 2752.21 feet from the East Quarter Corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 42°32'00" East 45.13 feet; thence South 51°48'03" West 172.65 feet; thence North 60°55'00" West 48.78 feet to the Southeast Corner of above said Lot 15; thence North 51°48'03" East 188.08 feet along the Easterly line of above said Lot 15 to the point of beginning.

ALSO, LESS AND EXCEPTING THEREFROM the following:

BEGINNING at a point South 42°32'00" East 45.13 feet from the Northeast Corner of Lot 15, Summit Park Subdivision, Plat L, as recorded in the Summit County Recorders Office, said point being South 2689.30 feet along Section Line and West 2721.70 feet from the East Quarter Corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 51°48'03" West 36.00 feet; thence South 75°00'00" East 36.00 feet; thence North 74°12'04" East 18.56 feet; thence North 42°32'00" West 36.00 feet to the point of beginning.

ALSO, LESS AND EXCEPTING THEREFROM the following:

A circular parcel of land located in Section 16, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and having a radius of 150 feet extending from a point situated South 35°33'49" West 4189.68 feet from the East Quarter of Section 9, a found stone, Township 1 South, Range 3 East, Salt Lake Base and Meridian, (basis of bearing being North 00°02'00" West between said East Quarter Corner and the Northeast Corner of said Section 9);

together with a perpetual non-exclusive easement for road access, utility construction and maintenance purposes for Utah Power, located in the South one-half of Section 9 and the North one-half of Section 16, Township 1 South, Range 3 East, Salt Lake Base and Meridian, 30 feet wide lying 15 feet on each side of center line, with side lines to be extended or shortened at angle points, the center line of which is to be described as follows:

Beginning at a point that is South 46°00'19" West 3800.117 feet from the East Quarter Corner of Section 9, a found stone, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point of beginning also being on the boundary of Summit Park, Plat L, Record No.107948 where the Southern most center line of Innsbruk Strasse intersects said boundary of Plat L; thence along an existing road South 42°32'00" East 25.00 feet; thence South 46°56'32" East 148.274 feet to the beginning of a curve concave to the West having a radius of 100.00 feet with a chord bearing of South 4°52'08" East; thence Southerly 146.863 feet along said curve through a central angle of 84°08'47"; thence South 37°12'16" West 26.013 feet to the beginning of a curve concave to the

Northwest having a radius of 150.00 feet with a chord bearing of South 49°28'20" West; thence Southwesterly 64.235 feet along said curve through a central angle of 24°32'08"; thence South 61°44'25" West 103.183 feet to the beginning of a curve concave to the East having a radius of 60.00 feet with a chord bearing of South 1°15'58" West; thence Southerly 126.656 feet along said curve through a central angle of 120°56'53"; thence South 59°12'28" East 117.004 feet to the beginning of a curve concave to the Southwest having a radius of 300.00 feet with a chord bearing of South 46°33'41" East; thence 132.432 feet Southeasterly along said curve through a central angle of 25°17'34"; thence South 33°54'54" East 115.327 feet to the beginning of a curve concave to the North having a radius of 70.00 feet with a chord bearing of South 74°53'09" East; thence Easterly 100.110 feet along said curve through a central angle of 81°56'29"; thence North 64°08'37" East 24.00 feet to the beginning of a curve concave to the Northwest having a radius of 300.00 feet with a chord bearing of North 51°51'25" East; thence Northeasterly 128.666 feet along said curve through a central angle of 24°34'24"; thence North 39°34'12" East 318.427 feet to the beginning of a curve concave to the Northwest having a radius of 325.00 feet with a chord bearing of North 29°35'56"; thence Northeasterly 113.121 feet along said curve through a central angle of 19°56'34"; thence North 19°37'39" East 145.796 feet to the beginning of a curve concave to the South having a radius of 50.00 feet with a chord bearing of North 89°26'41" East; thence Southeasterly 121.854 feet along said curve through a central angle of 13°38'05" to the termination of this description.

PARCEL # 3:

That portion of the following described Parcel lying within Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

BEGINNING at the Southeast Corner of Lot 141, Summit Park, Plat M-2, which point of 2207.47 feet South and 1138.42 feet East from the Northwest Corner of Section 15, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 80°00'00" West 466.48 feet; thence South 48°00'00" West 503.23 feet; thence North 63°00'00" West 380.00 feet; thence South 83°00'00" West 290.00 feet; thence South 40°00'00" West 305 feet; thence North 35°00'00" West 181.69 feet; thence South 14°00'00" West 298.54 feet; thence North 76°00'00" West 278.41 feet; thence South 81°24'29" West 264.98 feet; thence South 43°30'00" West 609.74 feet; thence North 76°00'00" West 425.90 feet; thence South 78°00'00" West 175.00 feet; thence North 53°00'00" West 175.00 feet; thence South 88°30'00" West 215.00 feet; thence North 02°30'00" East 385.00 feet; thence North 32°30'00" East 380.00 feet; thence North 10°00'00" West 305.00 feet; thence North 33°30'00" East 215.21 feet; thence North 65°00'00" East 203.28 feet; thence South 25°00'00" East 435.24 feet; thence South 20°00'00" East 136.36 feet to a point on the arc of a 100 foot radius curve to the right; thence Southeasterly along the arc of said 100 foot radius curve 148.35 feet; thence South 25°00' East 30.00 feet to a point of tangency with a 50.00 foot radius curve to the left; thence Easterly along the arc of said 50.00 foot radius curve 93.72 feet to the South Corner of Lot 45, Summit Park, Plat I; thence North 42°23'40" West 120.00 feet; thence North 47°35'20" East 165.00 feet; thence North 33°24'29" East 80.68 feet; thence North 338.00 feet; thence North 17°30'30" East 987.75 feet; thence North 17°18'45" East 157.75 feet to the Northwest Corner of Lot 28, Summit Park, Plat J, said corner also being the South Corner of Lot 79, Summit Park, Plat I; thence North 47°41'30" West 239.60 feet; thence North 25°58'00" West 475.00 feet; thence North 56°55'09" West 345.78 feet; thence North 84°55'00" West 455.00 feet to an angle point on the South line of Lot 99, Summit Park, Plat I, said point also being the Northeast Corner of Lot 11, Summit Park, Plat I; thence South 42°24'11" West 164.40 feet; thence South 48°58'00" West 50.00 feet; thence South 44°48'28" West 162.11 feet; thence South 47°28'00" West 50.00 feet; thence South 51°48'03" West 188.03 feet; thence North 60°55'00" West 70.00

feet; thence North 72°55'00" West 250.00 feet; thence North 15°55'00" West 330.00 feet to the Northwest Corner of Lot 18, Summit Park, Plat I, said corner being on the County Line between Salt Lake and Summit Counties; thence along the boundary line between Salt Lake and Summit Counties the following courses and distances: South 44°05'00" West 370.00 feet; thence South 73°20'00" West 1042.81 feet; thence South 26°23'00" West 272.37 feet; thence South 07°45'00" East 622.68 feet; thence South 76°53'00" East 457.25 feet; thence South 31°42'00" East 513.62 feet to the top of a peak divide; thence South 03°26'00" West 799.44 feet; thence South 17°16'00" West 1920.03 feet; thence South 01°34'00" West 728.27 feet; thence South 38°40'00" East 256.15 feet to a peak on the ridge line; thence South 82°59'00" East 589.39 feet; thence South 79°21'00" East 1260.75 feet; thence South 59°13'00" East 849.96 feet to a point where two ridges meet; thence leaving the County line and running Northerly to the left along the ridge the following courses and distances: North 09°13'00" East 830.72 feet; thence North 46°00'00" East 683.79 feet; thence North 26°29'00" East 773.64 feet; thence North 74°15'00" East 821.54 feet; thence North 64°01'00" East 928.99 feet; thence North 13°48'00" East 520.30 feet to the point of beginning.

EXCEPTING THEREFROM the following described tract of land:

BEGINNING at a point North 30 feet and West 2300 feet from the Southeast Corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence North 50 feet; thence West 50 feet; thence South 50 feet; thence East 50 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

**Parcel 1:**

A portion of that certain parcel described in Book 1069 at Page 471 in the Office of the Summit County Recorder, located in the Southeast quarter of Section 9 and the Northeast quarter of Section 16, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Northerly line of a 30.00-foot wide access easement, as described in Book 1296 at Page 1311 in the Office of the Summit County Recorder, also being a point on a 65.00-foot radius curve to the left (radius point bears South 43°56'51" West), which point is 88.18 feet South 00°00'00" East and 1886.07 feet South 90°00'00" West from the Summit County Monument found marking the Southeast corner of said Section 9 (basis of bearings being North 00°06'49" West 2694.59 feet between the Summit County Monuments found marking the Southeast corner and the East quarter corner of said Section 9), and running thence Westerly along the arc of said curve through a central angle of 70°01'43" (chord bears 74.59 feet North 81°04'01" West) to a non-tangent line; thence North 26°04'52" West 125.00 feet; thence North 63°55'08" East 150.00 feet; thence South 26°04'52" East 135.49 feet; thence South 43°56'51" West 94.60 feet to the point of beginning. Contains 21,830 square feet, or 0.501 acre, more or less.°

**Parcel 2:**

A portion of that certain parcel described in Book 1069 at Page 471 in the Office of the Summit County Recorder, located in the North half of Section 16, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the rebar and cap marked "LS 359005" located at the Northeast corner of Lot 101, Summit Park Plat M-2, as recorded in the Office of the Summit County Recorder, which point is 1535.60 feet South 00°00'00" East and 2203.99 feet South 90°00'00" West from the Summit County Monument found marking the Northeast corner of said Section 16 (basis of bearings being North 00°06'59" West 2694.59 feet between the Summit County Monuments found marking the Southeast corner and the East quarter corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian), and running thence North 73°57'43" West 796.43 feet; thence North 00°00'00" East 614.45 feet; thence North 70°17'33" East 410.13 feet to a point on the Southwesterly line of a 30.00-foot wide access easement, as described in Book 1296 at Page 1311 in the Office of the Summit County Recorder, and a point of non-tangency with a 285.00-foot radius curve to the right (radius point bears South 52°17'11" West); thence along said Southwesterly line the following two (2) courses: (1) Southeasterly 18.49 feet along the arc of said curve through a central angle of 03°43'03" (chord bears South 35°51'18" East 18.49 feet) to a tangent line; (2) South 33°59'46" East 31.52 feet to a point on a 150 foot radius well protection zone easement, as recorded in said Book 1296 at Page 1311, and a point of non-tangency with a 150.00-foot radius curve to the left (radius point bears South 45°31'44" East); thence Southwesterly, Southeasterly and Northerly 651.23 feet along the arc of said curve through a central angle of 248°45'06" (chord bears South 79°54'17" East 247.61 feet) to a point on the Southeasterly line of said access easement and a point of non-tangency with a 315.00-foot radius curve to the left (radius point bears North 40°42'39" West); thence along said Southeasterly and Westerly lines of said access easement the following seventeen (17) courses: (1) Northeasterly 53.88 feet along the arc of said curve through a central angle of 09°48'00" (chord bears North 44°23'21" East 53.81 feet) to a tangent line; (2) North 39°29'20" East 318.43 feet to the point of curvature with a 340.00-foot radius curve to the left; (3) Northeasterly 118.34 feet along the arc of said curve through a central angle of 19°56'34" (chord bears North 29°31'03" East 117.75 feet) to a tangent line; (4) North 19°32'47" East 145.80 feet to the point of curvature with a 35.00-foot radius curve to the right; (5) Easterly 85.30 feet along the arc of said curve through a central angle of 139°38'04" (chord bears North 89°21'49" East 65.70 feet) to a tangent line; (6) South 20°49'08" East 155.07 feet to the point of curvature with a 285.00-foot radius curve to the right; (7) Southeasterly 62.13 feet along the arc of said curve through a central angle of 12°29'25" (chord bears South 14°34'26" East 62.01 feet) to a tangent line; (8) South 08°19'43" East 161.13 feet to the point of curvature with a 265.00-foot radius curve to the left; (9) Southeasterly 78.17 feet along the arc of said curve through a central angle of 16°54'06" (chord bears South 16°46'46" East 77.89 feet) to a tangent line; (10) South 25°13'49" East 89.06 feet to the point of curvature with a 135.00-foot radius curve to the right; (11) Southerly 106.62 feet along the arc of said curve through a central angle of 45°14'59" (chord bears South 02°36'20" East 103.87 feet) to a tangent line; (12) South 20°01'10" West 101.39 feet to the point of curvature with a 265.00-foot radius curve to the left; (13) Southerly 73.02 feet along the arc of said curve through a central angle of 15°47'15" (chord bears South 12°07'33" West 72.79 feet) to a tangent line; (14) South 04°13'55" West 85.11 feet to the point of curvature with a 335.00-foot radius curve to the right; (15) Southwesterly 158.21 feet along the arc of said curve through a central angle of 27°03'32" (chord bears South 17°45'41" West 156.74 feet) to a tangent line; (16) South 31°17'33" West 38.88 feet to the point of curvature with a 215.00-foot radius curve to the left; (17) Southerly 47.20 feet along the arc of said curve through a central angle of 12°34'39" (chord bears South 25°00'14" West 47.10 feet) to a point of non-tangency; thence North 71°17'06" West 221.77 feet; thence South 16°02'17" West 400.00 feet to the point of beginning. Contains 21.666 acres, more or less.

**Parcel 3:**

A portion of that certain parcel described in Book 1069 at Page 471 in the Office of the Summit County Recorder, located in the North half of Section 16, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the rebar and cap marked "LS 359005" located at the Northwest corner of Lot 101, Summit Park Plat M-2, as recorded in the Office of the Summit County Recorder, which point is 1535.60 feet South 00°00'00" East and 2203.99 feet South 90°00'00" West from the Summit County Monument found marking the Northeast corner of said Section 16 (basis of bearings being North 00°06'59" West 2694.59 feet between the Summit County Monuments found marking the Southeast corner and the East quarter corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian), and running thence North 16°02'17" East 400.00 feet; thence South 71°17'06" East 221.77 feet to a point on the Westerly line of a 30.00-foot wide access easement as described in Book 1296 at Page 1311 in the Office of the Summit County Recorder, and a point of non-tangency with a 215.00-foot radius curve to the left; (radius point bears South 71°17'06" East); thence along said Westerly line the following four (4) courses and distances: (1) Southwesterly 81.93 feet along the arc of said curve through a central angle of 21°50'01" (chord bears South 07°47'54" West 81.44 feet); (2) South 03°07'07" East 85.33 feet to the point of curvature with a 335.00-foot radius curve to the right; (3) Southwesterly 397.61 feet along the arc of said curve through a central angle of 68°00'15" (chord bears South 30°53'00" West 374.68 feet); (4) South 64°53'08" West 36.38 feet to a point on the Easterly line of said Summit Park Plat M-2; thence North 25°06'57" West 209.41 feet to the point of beginning. Contains 2.840 acres, more or less.

## **Memo**

**Date:** September 3, 2013  
**To:** County Council  
**From:** Kevin Callahan, Emergency Manager  
**Subject:** Possible Adoption of Ordinance Revision Burn Notification Requirements

### **Background**

On August 21, 2013 staff held a work session with the County Council on options for extending the notification period when residents must inform County Dispatch prior to conducting open burning. Staff provided three alternatives for the Council's consideration:

1. Extend the burn notification season forward by 60 days requiring notice from April 1 through October 31 of each year.
2. Extend the burn notification season forward by 180 days requiring notice from January 1 through October 31 of each year.
3. Allow the County Council to set the burn notification period each year based on actual or forecasted conditions.

Based on a discussion among the Council and staff, the Council indicated a willingness to consider the first alternative. The primary reasons for this choice are:

- The early spring is when Summit County has experienced most of its uncontrolled open burns.
- Having a fixed date each spring when residents must begin notifying Dispatch on open burns makes the most sense.
- The April start date is the least intrusive and should handle most of the concerns expressed by fire districts.

### **Recommendation**

Staff recommends that the County Council adopt the attached ordinance amending the start date for required burn notification and direct the Council Chair to sign the ordinance.

### **Attachments:**

Controlled Burn Ordinance

**AMENDMENTS TO TITLE 5, CHAPTER 2 OF THE SUMMIT COUNTY CODE,  
CRIMES AND OFFENSES  
ORDINANCE NO. \_\_\_\_**

**PREAMBLE**

**WHEREAS**, the County Council finds that it is unlawful for persons to fail to notify Summit County Sheriff Dispatch prior to a controlled open burn during the open fire season in Summit County, Utah; and,

**WHEREAS**, modifications are needed to the Summit County Code to impose penalties for such an offense; and,

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

Section 1.     **Amendment.** Crimes and Offenses, Title 5, Chapter 2 of the Summit County Code is amended in accordance with Exhibit A herein.

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

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

Summit County Council

\_\_\_\_\_  
Kent Jones  
Summit County Clerk

\_\_\_\_\_  
Claudia McMullin, Chair

\_\_\_\_\_  
Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

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

# **EXHIBIT A**

## 5-2-6: RECKLESS BURNING:

- A. Reckless Burning Prohibited: No person shall
- (1) recklessly start a fire; or
  - (2) cause an explosion which endangers human life; or
  - (3) having started a fire, whether recklessly or not, and knowing that it is spreading and will endanger the life or property of another, either fails to take reasonable measures to put out or control the fire or fails to give a prompt fire alarm; or
  - (4) build or maintain a fire without taking reasonable steps to remove all flammable materials surrounding the site of the fire as necessary to prevent the fire's spread or escape; or
  - (5) damage the property of another by reckless use of fire; or
  - (6) fail to notify Summit County Sheriff Dispatch prior to any controlled open burn occurring between April 1 and October 31.
- B. A person acts "recklessly" under this Title when he is aware of, but consciously disregards, a substantial and unjustifiable risk whose disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under the circumstances.
- C. This section may be enforced through the Administrative Code Enforcement Hearing Program, Title 1, Chapter 13. Remedies may include both civil fines and fire cost recovery.

**AMENDMENT TO TITLE 1, CHAPTER 14 OF THE SUMMIT COUNTY CODE,  
OPTIONAL PLAN OF GOVERNMENT  
ORDINANCE NO. \_\_\_\_**

**PREAMBLE**

**WHEREAS**, the County Council finds that it is an onerous requirement to convene the County Council for the purpose of cancelling a meeting; and,

**WHEREAS**, the County Council finds that the delegation to its Chair of the power to cancel a meeting of the County Council is a more efficient use of time and public expense;

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

Section 1.     **Amendment.** Optional Plan of Government, Title 1, Chapter 14 of the Summit County Code is amended in accordance with Exhibit A herein.

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

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

Summit County Council

\_\_\_\_\_  
Kent Jones  
Summit County Clerk

\_\_\_\_\_  
Claudia McMullin, Chair

\_\_\_\_\_  
Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

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

# **EXHIBIT A**

## 1-14-8: MEETINGS OF THE COUNCIL:

- A. Regular And Special Sessions: The council shall meet in regular session at least weekly at stated times to be provided by ordinance, and may, in addition, hold special meetings called in the manner provided by law. Proceedings and meetings of the council shall be conducted in accordance with the Utah open meetings act and with other applicable state statutes and county ordinances. Regularly scheduled sessions of the council may be canceled [at the discretion of the chair, by a majority vote of the council.](#)
- B. Voting: Voting shall be by roll call if requested by a member of the council, and may be electronic tabulation, and the ayes and nays shall be recorded in the council minutes as a matter of public record. A member may abstain from any vote provided that he or she declares a conflict of interest. Members abstaining from a vote shall be considered present for the purposes of a quorum.
- C. Voting Required For Valid Action: Except for matters on which a greater or lesser vote is expressly provided by law or by this plan, no action of the council shall be valid and binding unless approved by the affirmative vote of a majority of those present, providing there is a quorum. (Ord. 710, 12-17-2008, eff. 1-1-2009)

**DAVID R. BRICKEY**  
**COUNTY ATTORNEY**

Criminal Division

JOY E. NATALE  
Prosecuting Attorney

RYAN P.C. STACK  
Prosecuting Attorney

MATTHEW D. BATES  
Prosecuting Attorney

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

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

Civil Division

DAVID L. THOMAS  
Chief Deputy

JAMI R. BRACKIN  
Deputy County Attorney

HELEN E. STRACHAN  
Deputy County Attorney

**Legal Memorandum**

To: Summit County Council

From: David L. Thomas, Chief Civil Deputy

Date: September 3, 2013

Re: Summit County Service Area No. 3

---

1. It has come to my attention that the Summit County Code does not reflect all of the services that Service Area #3 is empowered to perform. While the Service Area was originally authorized to provide water and road maintenance services, those powers were expanded in March 1992 through Ordinance No. 197 (see attachment).
2. That Ordinance expanded the powers of the Service Area to include: extended police protection (ability to set speed limits), recreational services (maintenance of Lewis Park), as well as street lighting, curb, gutter and sidewalk services. These additional powers should be added to the appropriate section within the Summit County Code so as to conform to these historical grants of authority.
3. Currently, the Service Area receives monies from four primary sources: property tax on roads, water rates, Class B road monies (as a County pass-thru), and road service fees.

ORDINANCE NO. 197

AN ORDINANCE OF SUMMIT COUNTY, UTAH, AUTHORIZING ADDITIONAL SERVICES TO BE PERFORMED BY SUMMIT COUNTY SERVICE AREA NO. 3, AUTHORIZING THE LEVY OF PROPERTY TAXES AND REQUIRING THE PAYMENT OF SERVICE CHARGES FOR THE SERVICES FURNISHED BY THE SERVICE AREA.

The Board of Commissioners of Summit County, Utah, hereby ordain as follows:

SECTION 1: The Board of Commissioners of Summit County, Utah, finds that the public health, convenience and necessity requires that Summit County Service Area No. 3 be provided legal authority to provide additional services in the Service Area. A Resolution was adopted by the Board of Commissioners of Summit County, Utah, providing for the publication of required notices and the mailing of actual notice to each property owner of record as required by law, and providing for a hearing which was held on the 24 day March, 1992. At the hearing to authorize additional services, all comments were heard and the facts of the proposed action were fully investigated and determined. The Board of Commissioners of Summit County, Utah, hereby finds that all notices required to be given under the laws of the State of Utah have been given and provided and all notices were in proper form; that all requisite documents have been filed and are in proper order; and that the public safety, health, and necessity require that the present Summit County Service Area No. 3 be authorized to perform

additional services, to levy a property tax as determined by the Board of Trustees thereof, and to require the payment of service charges for the services provided by the Service Area as determined by the Board of Trustees thereof.

SECTION 2: It is the specific intention of the Board of Commissioners of Summit County, Utah, by this Ordinance to authorize additional services to be performed by the Board of Trustees of the present Summit County Service Area No. 3.

SECTION 3: The corporate name of said Service Area is Summit County Service Area No. 3, also known as Silver Creek Service Area.

SECTION 4: Under present Summit County ordinances, Summit County Service Area No. 3 is authorized to own, operate and maintain water rights and culinary and irrigation water retail service; water conservation; lands and facilities for storm and flood water collection, disposal and control; maintenance of local streets and roads, including snow removal thereof.

SECTION 5: Summit County Service Area No. 3 shall be and is hereby authorized to provide for extended police protection and powers as necessary for the establishment and enforcement of speed limits on the roads within Silver Creek Estates Subdivision, and as necessary to enforce other regulations lawfully enacted by the Service Area; however, such extended police protection and powers shall not include the authority to establish a separate police

agency or court system of any kind, and the Service Area shall rely upon the lawfully established authority of Summit County for such services. The Service Area will, however, be entitled to enact regulations to accomplish the lawful and legitimate purposes of the Service Area.

SECTION 6: Summit County Service Area No. 3 shall be and is hereby authorized to provide for the ownership and maintenance of local park, recreation, or parkway facilities and services as deemed necessary and appropriate by the Board of Trustees of the Service Area.

SECTION 7: Summit County Service Area No. 3 shall be and is hereby authorized to provide for the ownership, operation and maintenance of street lighting as deemed necessary and appropriate by the Board of Trustees of the Service Area.

SECTION 8: Summit County Service Area No. 3 shall be and is hereby authorized to provide for curb, gutter, and sidewalk construction and maintenance as determined by the needs and requirements of the Service Area.

SECTION 9: Summit County Service Area No. 3 is hereby empowered to levy taxes as provided by law and to collect service charges for its services as may be deemed appropriate by the Board of Trustees thereof in such amounts for such quantity of service as may be deemed by the Board of Trustees to be just and reason-

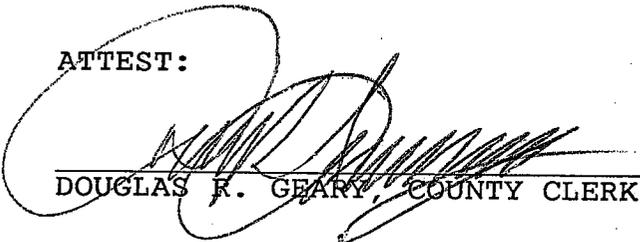
able. Summit County Service Area No. 3 is empowered to collect service charges and to levy taxes in combination to fairly and equitably provide the services authorized.

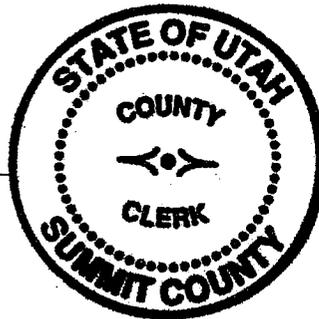
SECTION 10: The Board of Commissioners finds that the public health, safety and convenience requires that this Ordinance become effective upon the first publication hereof.

ADOPTED AND PASSED by the Board of Summit County Commissioners this 31<sup>ST</sup> day of ~~December~~ <sup>MARCH</sup>, 1997.

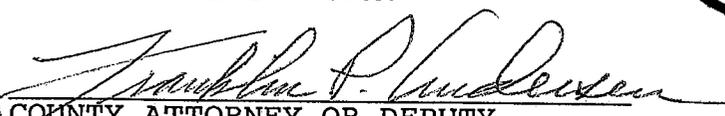
  
SHELDON D. RICHINS, CHAIRMAN  
BOARD OF SUMMIT COUNTY COMMISSIONERS

ATTEST:

  
DOUGLAS R. GEARY, COUNTY CLERK



APPROVED AS TO FORM:

  
COUNTY ATTORNEY OR DEPUTY

VOTING OF COMMISSIONERS

VOTED AYE:

Commissioner Richins  
Commissioner Moser  
Commissioner Perry

VOTED NAY:

**AMENDMENT TO TITLE 2, CHAPTER 27 OF THE SUMMIT COUNTY CODE,  
SUMMIT COUNTY SERVICE AREA NO. 3 (SILVER CREEK)  
ORDINANCE NO. \_\_\_\_**

**PREAMBLE**

**WHEREAS**, the Summit County Service Area No. 3 (the “Service Area”) was established as an independent local district on September 8, 1964 by Summit County Resolution No. 57 in order to provide retail culinary and irrigation water service, as well as road maintenance service to the residents of the Silver Creek Estates Subdivision; and,

**WHEREAS**, on March 31, 1992, the Summit County Commission, in accordance with Summit County Ordinance No.197, authorized additional services to be provided by the Service Area; namely, extended police protection, recreation services, as well as street lighting, curb, gutter and sidewalk services; and,

**WHEREAS**, there is need for the Summit County Code to be amended in order to conform to these additional authorized services;

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

Section 1.     **Amendment.** Summit County Service Area No. 3, Title 2, Chapter 27 of the Summit County Code, is amended in accordance with Exhibit A herein.

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

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

SUMMIT COUNTY COUNCIL

\_\_\_\_\_  
Kent Jones  
Summit County Clerk

\_\_\_\_\_  
Claudia McMullin, Chair

\_\_\_\_\_  
Approved as to Form  
David L. Thomas  
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Armstrong \_\_\_\_\_  
Councilmember Robinson \_\_\_\_\_  
Councilmember Ure \_\_\_\_\_  
Councilmember Carson \_\_\_\_\_  
Councilmember McMullin \_\_\_\_\_

# **EXHIBIT A**

# Chapter 27

## SUMMIT COUNTY SERVICE AREA NO. 3 (SILVER CREEK)

### 2-27-1: PURPOSE:

### 2-27-2: DEFINITIONS:

### 2-27-3: ESTABLISHED:

### 2-27-4: MEMBERSHIP:

### 2-27-5: DUTIES:

### 2-27-6: INDEMNIFICATION:

### 2-27-7: ANNUAL REPORT:

### **2-27-1: PURPOSE:**

To provide for the public health, safety, and general welfare of the residents living within the jurisdictional boundaries of Summit County service area no. 3, the service area is authorized:

A. \_\_\_\_\_ to own, operate and maintain water rights and culinary and irrigation water retail services;

B. \_\_\_\_\_ to own, operate and maintain water conservation facilities;

C. \_\_\_\_\_ to own lands and facilities for storm and flood water collection, disposal, and control;

D. \_\_\_\_\_ to improve and maintain ~~and for improvement and maintenance of~~ local streets and roads, including snow removal; (Ord. 749-C, 11-30-2011)

E. \_\_\_\_\_ to provide for extended police protection and powers as necessary for the establishment and enforcement through the Summit County Sheriff of speed limits on the local roads within the Silver Creek Estates Subdivision;

F. \_\_\_\_\_ to provide for the ownership and maintenance of local park, recreation, or parkway facilities and services;

G. \_\_\_\_\_ to provide for the ownership, operation and maintenance of street lighting; and

H. \_\_\_\_\_ to provide for curb, gutter and sidewalk construction and maintenance.

### **2-27-2: DEFINITIONS:**

BOARD: The board of trustees of Summit County service area no. 3.

BOARD MEMBERS: The members of the board of trustees of Summit County service area no. 3.

COUNTY: Summit County, Utah.

COUNTY COUNCIL: The Summit County council who exercises legislative authority in the county.

GOVERNING BOARD: The board of trustees of Summit County service area no. 3.

SERVICE AREA: Summit County service area no. 3. (Ord. 749-C, 11-30-2011)

### **2-27-3: ESTABLISHED:**

The board of trustees of Summit County service area no. 3 was established on September 8, 1964 (resolution 57), by the Summit County commission with an elected board of trustees which govern, in accordance with the provisions of [title 17B](#), Utah code, the properties and services of Summit County service area no. 3. The board of trustees exercises the rights and powers as provided in the statutes of the state of Utah including the power to levy a property tax under applicable law. (Ord. 749-C, 11-30-2011)

#### **2-27-4: MEMBERSHIP:**

The board of trustees of the service area consists of seven (7) members, who are elected by the registered voters in the service area for four (4) year terms of office. Four (4) trustees shall reside within the area of Silver Creek Estates Subdivision plats D, E, F, H, and I. Three (3) trustees shall reside within Silver Creek plats A, B and C. Each trustee shall be a registered voter within the service area. Midterm vacancies of the seven (7) elected members of said board shall be filled by appointment of the board of trustees under the provisions of section 20A-1-512, Utah code. (Ord. 749-C, 11-30-2011)

#### **2-27-5: DUTIES:**

A. The board of trustees shall perform the duties required by law as a "local district" as defined in section 17B-1-102(13) Utah code. The board may enact and enforce policies, procedures and rules for the order of its business as it may determine to be in the public interest and in the interest of the governance of the district as may be required or permitted by law.

B. The district shall comply with the Utah open meetings act, the Utah government records access and management act, the Utah impact fees act, the requirements of title 17B of the Utah code with respect to the general governance of the district, including the fiscal procedures requirements for local districts, the Utah governmental immunity act and all other generally applicable Utah statutes. (Ord. 749-C, 11-30-2011)

#### **2-27-6: INDEMNIFICATION:**

The district is a local government entity subject to the provisions of the Utah governmental immunity act and shall conform to all the requirements thereof including the indemnification of officers, employees and agents. (Ord. 749-C, 11-30-2011)

#### **2-27-7: ANNUAL REPORT:**

The service area may make an annual presentation to the county council of its goals, budget, and activities for purposes of coordination with Summit County. (Ord. 749-C, 11-30-2011)



**MEMORANDUM:**

Date: September 25, 2013

To: Council Members

From: Robert Jasper

Re: Recommendation to appoint members to the Public Arts Program and Advisory Board

Advice and consent of County Manager's recommendation to appoint Lisa Hale and Erin Bragg to the Public Arts Program and Advisory Board.

Lisa and Erin's terms to expire July 31, 2016.



**MEMORANDUM:**

Date: September 25, 2013

To: Council Members

From: Robert Jasper

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

Advice and consent of County Manager's recommendation to appoint Nell Larson to the Snyderville Basin Open Space Advisory Committee (BOSAC). Nell's term to expire on the first Thursday in March, 2016.

## **PROGRAM AND FUNDING AGREEMENT**

### **Wasatch Summit Phase I**

This Interlocal Program and Funding Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and among the Utah Department of Transportation (“UDOT”), Utah Transit Authority (“UTA”), Salt Lake City (“SLC”), Sandy City (“Sandy”), Cottonwood Heights (“Cottonwood Heights”), Town of Alta (“Alta”), Park City Municipal Corporation (“Park City”), Salt Lake County (“Salt Lake County”), Summit County (“Summit County”) and Wasatch County (“Wasatch County”), and Metropolitan Water District of Salt Lake & Sandy (“MWDSLS”). Each is individually referred to as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, UDOT is a Utah state agency with the general responsibility for planning, research, design, construction, maintenance, security, and safety of state transportation systems, and implementing the transportation policies of the state;

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

WHEREAS, SLC, Sandy, Cottonwood Heights, Alta and Park City are Utah municipal corporations, and have various responsibilities and legal authorities related to land use, transportation, watershed and water resources, economic, and environmental issues;

WHEREAS, Salt Lake County, Summit County and Wasatch Counties are Utah counties, and have various responsibilities and legal authorities relating to land use, economic, health, and environmental issues;

WHEREAS, MWDSLS is a Utah metropolitan water district operating pursuant to the Metropolitan Water District Act, Utah Code Annotated, Title 17B, Chapter 2A, Part 6, and has various responsibilities for providing wholesale water supplies to its member cities and others;

WHEREAS, increasing uses of the Wasatch Mountains, population growth, vehicular traffic, economic and development pressures, and potential climate change impacts are combining in a way that is increasingly difficult to manage and that threatens the economy, water resources, environment, and quality of life for more than a million residents and visitors to the region;

WHEREAS, transportation issues associated with recreational access in the Wasatch Mountains are among the more noticeable problems, and solving transportation problems as they relate to land use and watershed protection is a high priority for the Parties, largely due to safety, quality of life, and environmental concerns;

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

WHEREAS, the Parties wish to build upon previous and certain ongoing efforts and conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates the interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities.

## AGREEMENT

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

### 1. PROGRAM DESCRIPTION.

- A. The Parties intend to collaborate with each other to conduct a comprehensive regional, long-term review of various transportation solutions in the central Wasatch Mountains that recognizes and incorporates interdependent transportation, land use, recreation, wilderness, watershed and economic issues and opportunities (“Program”).
- B. Phase I of the Program (“Phase I”) is anticipated to be an eighteen to twenty-four month process, conducted consistent with Federal Transit Administration’s National Environmental Policy Act (“NEPA”) procedures for Notice of Early Scoping, that will (i) convene Wasatch Mountain stakeholders to identify the various interests and issues relating to the use and conservation of the Wasatch Mountains, (ii) analyze the economic and business case for the Program, (iii) conduct baseline environmental studies, (iv) identify a range of land use, watershed protection, and transportation alternatives, and (v) evaluate those alternatives with input from the stakeholders and the general public.
- C. Phase II of the Program (“Phase II”), which may be the subject of either a subsequent interlocal agreement or an amendment to this Agreement, is anticipated to be a two to three year process, conducted consistent with NEPA, that will (i) analyze environmental impact and mitigation, (ii) generate a draft environmental impact statement, (iii) convene stakeholder and other public meetings, (iv) prepare a final environmental impact statement, and (v) undertake preliminary engineering studies to implement a selected transportation project or projects.

- D. The final work deliverables and general agreement on the major decisions in Phase I of the Program will be in accordance with the Deliverables and Decisions shown in Exhibit A hereto.
  - E. Each of the Parties will pledge funds and/or in-kind contributions, as more particularly set forth herein, for Phase I of the Program.
  - F. The term Program, as used in this Agreement, is Phase I and any Phase II of the effort of the Parties to scope and analyze issues and alternatives related to transportation, land use, recreation, wilderness, watershed and economics in the Central Wasatch Mountains and as described above.
2. EXECUTIVE COMMITTEE. An Executive Committee is established to be the consensus-based governing body of the Program. Each Party may appoint one person (a “Designated Representative”) to be a member of the Executive Committee. The Parties may invite third parties to serve on the Executive Committee at their discretion. The Executive Committee shall meet at least quarterly, and may meet more frequently, as agreed upon by a majority of the Executive Committee.
3. EXECUTIVE COMMITTEE DESIGNATED REPRESENTATIVES. The Parties hereby designate the following as their Designated Representatives on the Executive Committee:

UDOT .....Jason Davis  
 UTA .....Michael Allegra, UTA General Manager  
 Salt Lake City .....Mayor Ralph Becker  
 Cottonwood Heights .....Mayor Kelvyn H. Cullimore, Jr.  
 Alta.....Mayor Tom Pollard  
 Park City .....Council Member Andy Beerman  
 Sandy.....Mayor Tom Dolan  
 Salt Lake County.....Mayor Ben McAdams  
 Summit County .....Council Member Christopher Robinson  
 Wasatch County .....Council Member Steve Capson  
 Metropolitan Water District  
 of Salt Lake & Sandy .....Michael L. Wilson, MWDSLS General Manager

4. STEERING COMMITTEE. A Steering Committee is established to be the managing body of the Program. The Steering Committee shall consist of staff members of the Executive Committee members, and shall manage the Program at the direction of the Executive Committee. The Steering Committee may invite third parties to serve on the Steering Committee upon approval of the Executive Committee. The Steering

Committee shall meet at least monthly, and may meet more frequently, as agreed by a majority of the Steering Committee.

5. **PROGRAM FACILITATOR.** The Parties agree to engage a Program Facilitator to coordinate and manage numerous elements, including logistics and meetings, and to serve as an objective third-party facilitator for a diverse group of committees and stakeholders, including federal, state, and local governments, non-governmental organizations, and private interests. The Program Facilitator shall work under contract as described in Paragraph 10 and generally shall be responsible for the day to day management of the Program in coordination with the Steering Committee, and will report to the Executive Committee. The Program Facilitator will prepare a strategic plan, mutually agreed upon by members of the Executive Committee, which creates a collaborative process designed to advance Program goals under the collective direction of the Executive Committee. Once this plan is developed and agreed upon, it will be included as a supplement to this Agreement in accordance with Paragraph 13. The Steering Committee shall prepare and finalize a Scope of Work for the Program Facilitator, which shall be approved by the Executive Committee. The Program Facilitator shall be selected in accordance with Paragraph 10.
6. **TECHNICAL CONSULTANTS.** The Parties agree to engage technical consultants, as needed, to deliver the work products required to meet the Decisions and Deliverables shown in Exhibit A. The technical consultants shall work in collaboration with the Program Facilitator and the Steering Committee, and will report to UTA. The technical consultants shall work under contract as described in Paragraph 10 and generally shall be responsible for the technical aspects of the Program. The Steering Committee shall prepare and finalize a Scope of Work for the technical consultants. The technical consultant shall be selected in accordance with Paragraph 10.
7. **TERM.** The term of this Agreement shall be for two (2) years, unless otherwise agreed by the Parties in accordance with Paragraph 13. However, in no case shall this Agreement extend for a term that exceeds fifty (50) years.
8. **FUNDING.** The amounts for funding Phase I of the Program, allocated by the Parties over a two year period, is expected to be as follows:

State of Utah (issued through UDOT).....	\$ 2,600,000.00
Utah Transit Authority .....	\$ 200,000.00
Salt Lake City .....	\$ 200,000.00
City of Sandy .....	\$ 100,000.00
City of Cottonwood Heights .....	\$ 50,000.00
Town of Alta .....	\$ 25,000.00
Park City Municipal Corporation.....	\$ 100,000.00
Salt Lake County.....	\$ 200,000.00
Summit County .....	\$ 50,000.00

Wasatch County .....	\$ 50,000.00
MWDSLS .....	\$ 100,000.00

Funding is due as follows: for each of the monetary contributions, one-half (50%) of each Party’s contribution will be due and payable on or before September 30, 2013; and one-half (50%) of each Party’s contribution will be due and payable on or before September 30, 2014, assuming such amount is appropriated by the Party for such purpose. Notwithstanding the foregoing, contributions from Parties operating on a calendar budget year will be due and payable on or before January 30, 2014. The funds shall be deposited in the UTA segregated holding account described in Paragraph 9 and shall be used solely for the purposes of the Program, as directed by the Executive Committee.

In the event that funding is not appropriated to the Program in the expected amounts, as set forth above, the Executive Committee shall address the shortfall by reducing the scope of the Program, raising alternate funds, or taking other measures deemed appropriate by the Executive Committee.

9. **HOLDING ACCOUNT.** All funds allocated by the Parties for Phase I of the Program will be deposited in a segregated holding account (the “Account”), which UTA shall create and manage solely for the purposes of the Program pursuant to this Agreement and any further agreement of the Parties. The Account will be interest-bearing with all interest accruing to the Account to be used solely for payment of Program-related expenses. The Account may receive funds from the Parties and third party contributors, as approved by the Executive Committee, and in accordance with UTA policies. UTA shall pay Program expenditures first from the \$2,600,000.00 appropriated by the State of Utah. Once the State of Utah funds are expended, UTA shall pay Program expenditures from the commingled funds contributed by the remaining Parties and any third party contributors. UTA shall issue a quarterly statement of contributions received, interest earned, invoices paid and current balance of the Account for Party and public review. UTA agrees to make all financial records associated with the Account available to any Party or third party contributor upon request. The Account may be audited at the request of any Party or third party contributor at the requestor’s own expense.
  
10. **CONTRACTOR SELECTION AND ADMINISTRATION.** UTA, as administrator of the Account described in Paragraph 9, shall be responsible for administration of the Program contracts described in Paragraphs 5 and 6, or additional contracts as authorized by the Executive Committee. UTA’s services as administrator will be provided at no charge to the Program. UTA shall issue requests for proposals and administer Program contracts in accordance with its policies. The Executive Committee shall appoint members of the Executive Committee and Steering Committee representing diverse interests to participate on the evaluation and selection committees for any Program contracts. UTA shall coordinate with the Steering Committee, or the Program Facilitator as authorized by the Steering Committee, in

such matters as issuing Notices to Proceed, change orders, accepting the work products of the technical consultants and similar items.

In no event shall UTA be expected or required to enter into contracts committing UTA to pay amounts in excess of funds already appropriated to the Program and deposited into the Account described in Paragraph 9. UTA will not enter into any contracts committing Program funds without the knowledge and consent of the Steering Committee.

11. **PAYMENT OF INVOICES.** UTA will forward invoices received from the Program Facilitator, technical consultants, or other contractors, to the other Parties for review and approval. Each Party shall have ten (10) business days in which to review and either approve or disapprove payment of the invoice (in whole or in part). Failure to notify UTA of disapproval within ten (10) business days will be deemed approval. UTA will not process any invoices for payment from the Account until approval from all Parties has been provided, whether through express approval or non-response within ten (10) business days. Any portion of an invoice that is not approved will not be paid until issues of concern have been resolved and a revised invoice has been distributed to all Parties and all Parties have approved the revised invoice, whether through express approval or non-response within ten (10) business days.
12. **COORDINATION AND INFORMATION SHARING.** The Parties agree to keep each other timely informed of substantive independent communications and activities related to the Program. The Program Facilitator may speak on behalf of the Program to third parties, including the media, as authorized by the Scope of Work for the Program Facilitator. The Parties agree to make available to the Program relevant and useful information procured or maintained in the ordinary course of a Party's business.
13. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. Notwithstanding the foregoing, the Parties hereby authorize the Executive Committee to amend this Agreement to include new funding partners, on the same terms contained herein, without further approval from the Parties' respective legislative bodies. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.
14. **RECORDS.** Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be maintained by UTA subject to the Utah Government Records Access and Management Act and applicable Federal law. Records created by or

through the work of the Program Facilitator and the technical consultants shall be maintained by such consultants in accordance with their respective Scopes of Work.

15. **WITHDRAWAL FROM AGREEMENT.** Any Party may withdraw from participation in the Program by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation hereunder shall be entitled to any refund of any monies previously contributed to Phase I expenses pursuant to this Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in this Agreement following the date of such withdrawal.

16. **TERMINATION OF THE AGREEMENT.** At the expiration of this Agreement or if the Executive Committee determines the Program should be discontinued, any funds remaining in the Account described in Paragraph 9, including any accrued interest, shall be refunded to each Party or contributor *pro rata*.

#### 17. DISPUTE RESOLUTION

- A. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of an issue of fact, at the lowest reasonable and appropriate possible level. In the event any such dispute is not able to be resolved in this manner, the dispute shall be referred to the Steering Committee for resolution of the dispute.
- B. If the dispute is not resolved by the Steering Committee, within fourteen (14) calendar days from the date of first notification by one Party to the other of the disputed issue, the dispute may be advanced, by any Party to the Executive Committee.
- C. If the dispute is not resolved by majority vote of the Executive Committee within 30 days after referral to the Executive Committee, then the Parties to the dispute shall refer the dispute for resolution to a single mediator, agreed upon by the Parties involved in the dispute. If the Parties are unable to agree upon a single mediator, the matter shall be referred for resolution to a three-member Mediation Panel to be mutually agreed upon by all Parties involved in the dispute. Panel members shall be independent of the entities involved in the dispute and shall be recognized and approved by State and/or federal courts as qualified and experienced mediators/arbitrators. Each Party to the dispute shall pay its own costs and fees, including a prorated share of the fees for the appointed mediator(s). Any of the above time periods may be modified by mutual agreement of the Parties to the dispute.
- D. If the dispute cannot be resolved by the mediator or Mediation Panel within 90 days from the date of referral to the mediator or Mediation Panel, or if the parties involved in the dispute cannot mutually agree upon a mediator or the members of the Mediation Panel, the dispute may be brought before a court or

other tribunal appropriate under the circumstances for *de novo* review. A matter may proceed to court only after exhaustion of the above procedures.

18. NOTICES. Notices required under this Agreement shall be sent to the Designated Representative at the contact information set forth below, with a copy, if applicable, to the following:

UDOT

Executive Director Carlos Braceras  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 141245  
Salt Lake City, UT 84114-1245

Copy to:

Renee Spooner  
Utah Department of Transportation  
4501 South 2700 West  
P.O. Box 148455  
Salt Lake City, UT 84114-8455

Copy to:

Jason Davis  
Utah Department of Transportation  
Region Two  
2010 South 2760 West  
Salt Lake City, Utah 84104

UTA

General Manager Michael Allegra  
669 West 200 South  
Salt Lake City, UT 84101  
Email: [mallegra@rideuta.com](mailto:mallegra@rideuta.com)

Copy to:

UTA General Counsel  
669 West 200 South  
Salt Lake City, UT 84101

SALT LAKE CITY

Mayor Ralph Becker  
451 South State Street, Room 306  
P.O. Box 145474  
Salt Lake City, UT 84114  
Telephone: 801-535-7704  
Email: [Ralph.Becker@slcgov.com](mailto:Ralph.Becker@slcgov.com)

Copy to:

ATTN: Salt Lake City Attorney  
451 South State Street, Room 505  
P.O. Box 145478  
Salt Lake City, UT 84114-5478  
Telephone: (801) 535-7788

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047  
Email: [kcullimore@ch.utah.gov](mailto:kcullimore@ch.utah.gov)

Copy to:

c/o Wm. Shane Topham  
Callister Nebeker & McCullough  
10 East South Temple, 9<sup>th</sup> Floor  
Salt Lake City, UT 84111  
Telephone: (801) 530-7300  
Facsimile: (801) 364-9127  
Email: [wstopham@cnmlaw.com](mailto:wstopham@cnmlaw.com)

ALTA

Mayor Tom Pollard  
Town of Alta  
P.O. Box 8016  
Alta, UT 84052  
Telephone: (801) 363-5105  
Email: [tjp@townofalta.com](mailto:tjp@townofalta.com)

PARK CITY

Council Member Andy Beerman  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [andy@parkcity.org](mailto:andy@parkcity.org)

Copies to:

Diane Foster, City Manager  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Email: [diane@parkcity.org](mailto:diane@parkcity.org)

City Attorney  
Park City Municipal Corporation  
P.O. Box 1480  
Park City, UT 84060-1480  
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070

Copy to:

John Hiskey  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070  
Telephone (801) 568-7104  
Email: [jhiskey@sandy.utah.gov](mailto:jhiskey@sandy.utah.gov)

SALT LAKE COUNTY

Mayor Ben McAdams  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [ben@slco.org](mailto:ben@slco.org)

Copies to:

ATTN: Kimberly Barnett  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [kbarnett@slco.org](mailto:kbarnett@slco.org)

And

ATTN: Jeremy Keele  
Salt Lake County Government Center  
2001 South State Street, Ste N2100  
PO Box 144575  
Salt Lake City, Utah 84114-4575  
Email: [jjkeele@slco.org](mailto:jjkeele@slco.org)

SUMMIT COUNTY

Christopher Robinson  
Summit County Council  
P.O. Box 982288  
Park City, Utah 84098  
Email: [cfrobinson@summitcounty.org](mailto:cfrobinson@summitcounty.org)

Copy to:

Attn: David L. Thomas  
60 N. Main  
P.O. Box 128  
Coalville, Utah 84017

WASATCH COUNTY

Council Member Steve Capson  
25 North Main Street  
Heber City, Utah 84032

Copy to:

Wasatch County Attorney  
805 West 100 South  
Heber City, Utah 84032

MWDSLS

Michael L. Wilson, General Manager  
3430 East Danish Road  
Cottonwood Heights, Utah 84093  
Telephone: (801) 942-9685  
Email—[wilson@mwdsls.org](mailto:wilson@mwdsls.org)

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Parties addressed to the attention of the Designated Representative. A party may change its Designated Representative, address, telephone number, facsimile number, or email address from time to time by giving notice to the other Parties in accordance with the procedures set forth in this Section.

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

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

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

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

(d) Except as otherwise specifically provided herein, and in addition to the funding obligation of Paragraph 8, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

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

20. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that 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.

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

22. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter this Agreement effective the date of the last Party's signature, except for the purposes of funding under Paragraph 8, the effective date as to each Party is the date of that Party's signature

Signed this \_\_\_ day of \_\_\_\_\_, 2013.

UTAH DEPARTMENT OF  
TRANSPORTATION

---

Carlos Braceras, Executive Director

Approved as to Form

---

Salt Lake County agrees to provide \$200,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2013.

SALT LAKE COUNTY

---

Ben McAdams, Mayor

Approved as to Form

---

Summit County agrees to provide \$50,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2013.

SUMMIT COUNTY

---

Christopher Robinson, Council Chair

Approved as to Form

---

David L. Thomas  
Chief Civil Deputy

Salt Lake City agrees to provide \$200,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

SALT LAKE CITY

---

Ralph Becker, Mayor

Approved as to Form

---

City of Sandy agrees to provide \$100,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2013.

CITY OF SANDY

---

Tom Dolan, Mayor

Approved as to Form

---

Cottonwood Heights agrees to provide \$50,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2013.

COTTONWOOD HEIGHTS

ATTEST:

\_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

\_\_\_\_\_  
Linda W. Dunlavy, Recorder

Approved as to Form

\_\_\_\_\_  
Wm. Shane Topham, City Attorney

Park City Municipal Corporation agrees to provide \$100,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2013.

PARK CITY MUNICIPAL CORPORATION

---

Dana Williams, Mayor

Approved as to Form

---

Utah Transit Authority agrees to provide \$200,000 (subject to required appropriations).

Signed this \_\_\_ day of \_\_\_\_\_, 2013.

UTAH TRANSIT AUTHORITY

---

Michael Allegra, General Manager

---

Matt Sibul, Chief Planning Officer

Approved as to Form

---

Town of Alta agrees to provide \$25,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

TOWN OF ALTA

---

Approved as to Form

---

Wasatch County agrees to provide \$50,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

WASATCH COUNTY

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

MWDSLS agrees to provide \$100,000 (subject to required appropriations).

Signed this \_\_\_\_ day of \_\_\_\_\_, 2013.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

\_\_\_\_\_  
Michael L. Wilson, General Manager

Approved as to Form:

\_\_\_\_\_  
Shawn E. Draney, General Counsel

## EXHIBIT A

### Phase 1 Decisions and Deliverables

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

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

**RECORDING REQUESTED BY:  
AND MAIL TO WHEN RECORDED:**

Summit County Clerk  
Summit County Courthouse  
Coalville, Utah 84017

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**SECOND AMENDMENT TO THE  
CONSENT DECREE  
(MURNIN KILGORE)**

This Second Amendment to the Consent Decree (the "Second Amendment") is entered into this \_\_\_\_ day of September, 2013, by and between the PC Venture Partners III, LLC, a Utah limited liability company, the owners of the real property at issue ("PC Venture"), and Summit County, a political subdivision of the State of Utah (the "County"), by and through the Summit County Council (the "Council") and County Manager (the "Manager").

This Second Amendment shall amend that certain Consent Decree Regarding the Murnin and Kilgore Property in Summit County, Utah, dated December 3, 2003, by and among the Murnin Family Trust and Gary A. and Gayle Y. Kilgore, prior owners of the real property at issue (the "Murnins and Kilgores"), and the County and recorded February 9, 2004, as Entry No. 00688507, Book 01598, Pages 00690-00705, in the Official Records of Summit County, Utah (the "Original Consent Decree"), the First Amendment to the Consent Decree Regarding the Murnin and Kilgore Property in Summit County, Utah, dated June 20, 2007, recorded June 22, 2007, as Entry No. 00817406, Book 1873, beginning at Page 0209 (the "First Amendment"), and the Extension of Consent Decree dated April 2, 2008, recorded April 7, 2008, as Entry No. 00841528, Book 1923, beginning at Page 0866 (collectively the "Consent Decree").

RECITALS

A. The Murnins and Kilgores owned approximately 5.92 acres of land west of Highway 224 near the intersection of Highway 224 and Old Ranch Road in the Snyderville Basin in Summit County, Utah (the "Murnin and Kilgore Property" or the "Property").

B. On December 3, 2003, the Murnins and Kilgores, and the County entered into the Original Consent Decree regarding the Murnin and Kilgore Property. The Original Consent Decree included an Approved Development Plan which is referenced in and attached to the Original Consent Decree as Exhibit B (the "Approved Development Plan") which provides for Seventy-Four Thousand (74,000) gross leasable square feet.

C. On April 14, 2006, PC Venture purchased all right, title and interest in the Murnin and Kilgore Property and is the successor-in-interest to the rights and obligations contained in the Original Consent Decree.

D. On June 20, 2007, PC Venture and the County entered into the First Amendment to among other things (i) modify the building configuration, the location and number of parking spaces, and the location of the proposed restaurant site and (ii) approve the Alternative Approved Development Plan attached to the First Amendment as Exhibit C (the "Alternative Approved Development Plan") which provides for Seventy-One Thousand (71,000) gross leasable square feet. Pursuant to the First

Amendment both the Approved Development Plan and the Alternative Approved Development Plan are acceptable alternative development plans.

E. PC Venture has proposed an amendment to the Consent Decree to provide that a hotel be allowed as a permitted use on the Property, in lieu of the original Approved Development Plan or Alternative Development Plan. Said hotel shall be sized, sited and configured as depicted in **Exhibit A**. PC Venture has requested that the Council and Manager approve the use of a hotel as a permitted use on the Property, and extend the Consent Decree expiration date to accommodate the development thereof. PC Venture filed its application requesting the above described amendment on July 2, 2013. The matter was brought to public hearing on August 13, 2013 and August 27, 2013 for public comment and consideration of the Snyderville Basin Planning Commission (the "Planning Commission"). On August 27, 2013, the Planning Commission voted to forward a positive recommendation to the Council and Manager to allow for the proposed hotel as a permitted use on the Property. The matter was heard before the Council, who on September 25, 2013, voted in favor of consenting to the approval of the Second Amendment by the Manager.

F. The Council and Manager have reviewed the application and materials submitted, and acknowledge that the proposed use of a hotel on the Property (see **Exhibit A**), substantially maintains all of the community benefits described in the Consent Decree and reduces the potential traffic impact in comparison to the previously approved Development Plans.

G. This Second Amendment formally approves and authorizes the proposed hotel as a permitted use on the Property in lieu of the original Approved Development Plan or Alternative Development Plan, and extends the expiration date of the Consent Decree until January 1, 2015.

**PC VENTURE AND THE COUNTY HEREBY AGREE AS FOLLOWS:**

**1. Permitted Use; Conceptual Plan.**

1.1 Attached hereto as **Exhibit A**, is the Conceptual Plan depicting the conceptual site plan for hotel use on the Property, which shall replace both Exhibit B to the Original Consent Decree and Exhibit C to the First Amendment. The Approved Development Plan and Alternative Approved Development Plan previously attached to the Original Consent Decree and First Amendment are void and of no further force and effect.

1.2 The Council and Manager have determined that the use of the hotel as a permitted use on the Property as depicted in the Conceptual Plan, attached as **Exhibit A**, (a) retains the existing density; (b) decreases traffic impacts; (c) retains the community benefits described in the Consent Decree; (d) decreases signage impacts; (e) increases open space; (f) increases the tax revenues to the County; and (g) is consistent with current Summit County ordinances.

1.3 Based upon such determinations, the County hereby approves the hotel as a permitted use on the Property under the terms of the Consent Decree as generally depicted in the Conceptual Plan, attached hereto as **Exhibit A**. An approved final site plan shall be required prior to issuance of any building permits as set forth in §8 of this Second Amendment.

**2. Building Number and Configuration.** The language of § 3 of the Original Consent Decree shall be deleted and restated as follows:

The Property shall contain three (3) buildings as generally depicted in the Conceptual Plan attached as **Exhibit A**

3. Density and Square Footage. § 4 of the Original Consent Decree shall be amended to allow a maximum density of 74,000 square feet (encompassing a maximum of 122 rooms).

4. Approved Uses. The language of § 5 of the Original Consent Decree, shall be deleted and restated as follows:

The Property may be developed as a hotel/lodging facility with certain uses incidental thereto. Such uses shall be limited to 122 hotel rooms with on-site food services, exercise facilities, pool and hot tub, common areas, spa facilities, a small gift shop, meeting space to accommodate guests and other such uses incidental to the operation of a select service hotel. Food Services may consist of breakfast, either complimentary or charged, and a dining area and bar designed specifically to serve hotel guests for lunch and/or dinner. Food services may also consist of a bar serving alcoholic beverages, subject to all Summit County ordinances and Utah Department of Alcoholic Beverages Control regulations. Stand alone and/or 3<sup>rd</sup> party restaurant facilities are strictly prohibited. Food services offered on the Property shall not be advertised to the public as a destination food service. Retail is limited to the gift shop.

5. Expiration. § 30 of the Original Consent Decree shall be amended to provide that the Consent Decree and rights thereunder shall be and hereby are extended until January 1, 2015.

6. For the purposes of the Original Consent Decree, all references to Exhibit B therein shall mean the general Conceptual Plan, attached hereto as Exhibit A.

7. Further Conditions of Approval. As further conditions of approval of this Second Amendment, PC Venture or its successors and assigns, shall:

7.1 mitigate noise impacts from the hotel through the use of vegetation and landscape screening, as well as by closing the hotel pool at 11 p.m. nightly.

7.2 mitigate lighting impacts on the adjacent residential neighborhood through the use of dark sky compliant facilities; such as use of down lighting, lower strategically placed lighting posts (12 foot maximum post heights), LED, and dimmable lighting (after 11 pm).

7.3 mitigate traffic impacts through the construction of a reasonably sized bus shelter on the eastern side of the Property adjacent to Highway 224.

7.4 mitigate the workforce housing needs created by the hotel through compliance with Title 10, Chapter 5 of the Summit County Code (the "Code"). In accordance with the existing formulas contained in §10-5-6 of the Code, 8.13 Affordable Unit Equivalents ("AUE") are required. At the option of PC Venture and in lieu of using the existing Code formulas, an independent workforce housing study may be provided in accordance with §10-5-6(c) of the Code for consideration by the land use authority.

8. Approval of Final Site Plan. Approval of the final site plan shall follow the process set forth herein. In the event of a procedural conflict between the Code and this Second Amendment, the provisions of this Second Amendment shall govern.

8.1 Submission of Final Site Plan to HOAs. PC Venture or its successors and assigns shall submit the proposed final site plan for review and comment to a neighborhood meeting of the Sun Peak HOA and Snyder Mills HOA.

8.2 Submission of Final Site Plan to County. PC Venture or its successors and assigns shall submit the proposed final site plan with all applicable fees to the County. The final site plan shall comply with all the applicable requirements of the Code and the provisions of the Consent Decree.

~~8.3 Setback. PC Venture or its successors and assigns, and County agree that with regard to the final site plan, the minimum setback from any wetland shall be forty feet (40') from the footing, foundation or exterior wall of any building, which does not include curb and gutter and asphalt parking lot.~~

**Comment [DT1]:** The only disputed item within the Second Amendment concerns the set-back from the wetlands. The Hillside Stewardship Zone District requires a forty foot set-back from any wetlands. SCC §10-2-5(D)(3). While the hotel structure sits over forty feet back from the wetlands, the curb, gutter and parking lot do not. SSC §10-11-1 defines "set-back" as "the distance between a lot line and the front side, or rear line of the foundation of a structure." "Structure" is defined as "that which is built or constructed, an edifice or building of any kind, installed on, above or below the surface of land or water." The Community Development Director interprets a structure to include curb and gutter. Hence, a variance from the BOA is the required process to build curb, gutter and the parking lot within forty feet of the wetlands.

8.43 Staff Review and Recommendation. The planning staff shall review the information submitted pursuant to § 8.2 for conformance with the Consent Decree, the Code, and engineering detail and shall provide its recommendation to the Planning Commission. The recommendation shall be based solely upon the final site plan's compliance with the requirements and standards set forth in the Consent Decree and the Code.

8.54 Planning Commission Review and Recommendation. The Planning Commission shall consider and make a recommendation on the final site plan at the next available regularly scheduled meeting after receipt of the planning staff recommendation. The recommendation shall be based solely upon the final site plan's compliance with the requirements and standards set forth in the Consent Decree and the Code.

8.65 Manager Decision. After receipt of the Planning Commission's recommendation, the Manager shall render a decision approving, denying or conditionally approving the final site plan. The decision shall be based solely upon the final site plan's compliance with the requirements and standards set forth in the Consent Decree and the Code. This shall be the final decision of the County. Nothing herein shall allow the Code, or any amendment or restatements of the Code, to modify or amend the vested rights created in the Consent Decree, except as provided for herein.

8.76 Appeal. Following the exhaustion of the administrative remedies ending in a final determination by the Manager, that final determination shall be appealable to the Third District Court of Summit County, State of Utah, under Utah law, U.C.A. §17-27a-801.

9. All other terms of the Consent Decree not inconsistent with this Second Amendment shall remain unchanged and in full force and effect.

10. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County, addressed to:  
THE SUMMIT COUNTY COUNCIL  
Summit County Courthouse  
P. O. Box 128  
Coalville, UT 84017

DIRECTOR OF COMMUNITY DEVELOPMENT  
Summit County  
P. O. Box 128

Coalville, UT 84017

With copies to:  
SUMMIT COUNTY ATTORNEY  
P.O. Box 128  
Coalville, Utah 84014

To PC Venture Partners III, LLC, addressed to:  
PC VENTURE PARTNERS III, LLC  
Attn: George G. Chachas  
3488 Lady Hill Road  
San Diego, CA 92130

Upon written notice to all other parties, a party may change its name and mailing addresses for receipt of notice under this subsection.

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

12. Execution of Second Amendment. This Second Amendment may be executed in multiple parts as 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 three (3) business days of receipt of said facsimile copy.

This Second Amendment may be signed in counterparts, all of which together shall constitute one document with the original signature pages filed with the County Recorder.

Dated this \_\_\_\_\_ day of September 2013.

**COUNTY:**

\_\_\_\_\_  
By: Robert Jasper  
County Manager

\_\_\_\_\_  
By:  
Chairman of the Summit County Council

Attest:

\_\_\_\_\_  
Kent Jones  
County Clerk

Approved as to Form:

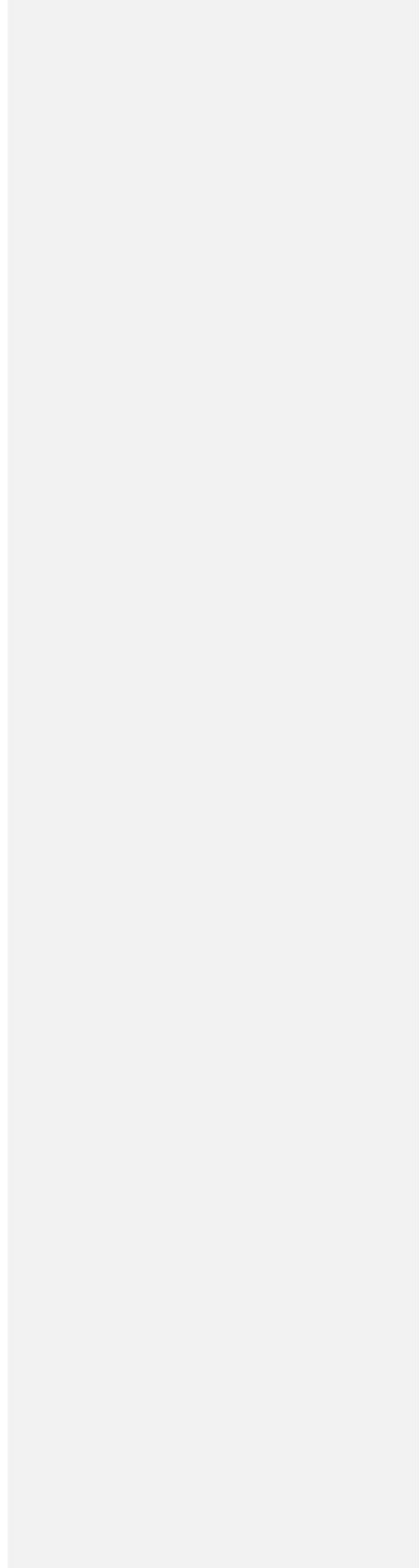
\_\_\_\_\_  
David L. Thomas  
Chief Civil Deputy

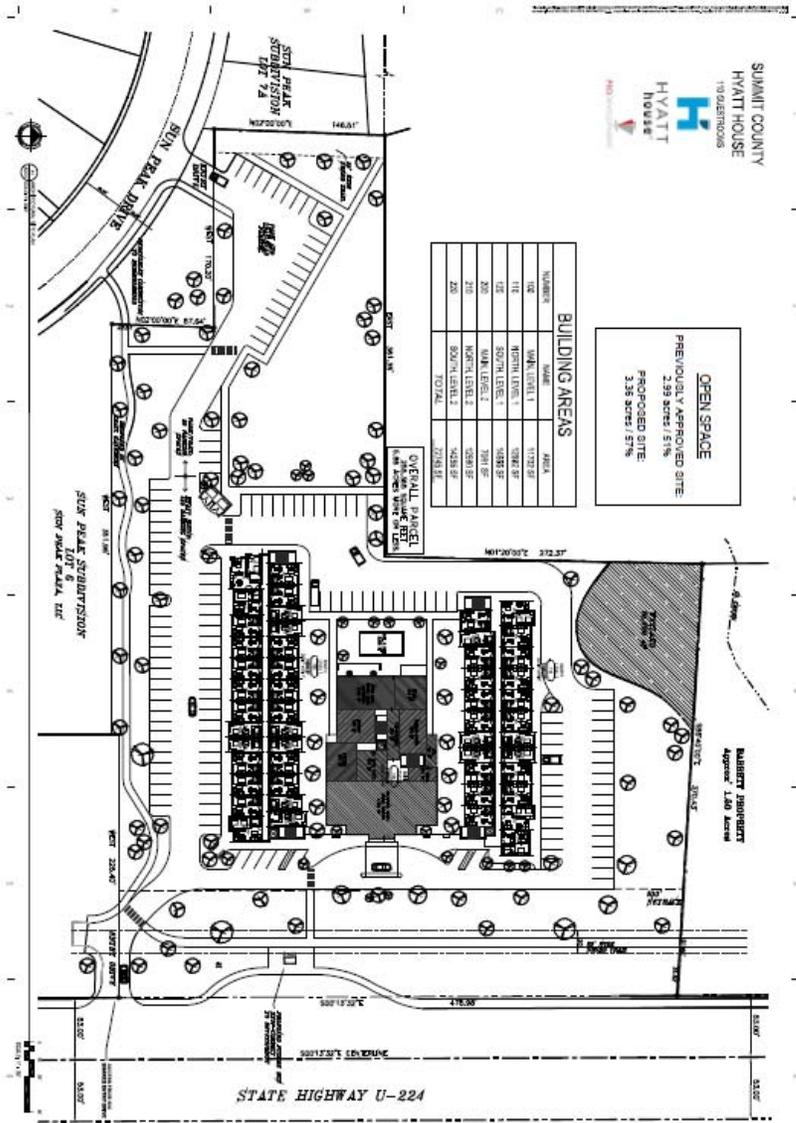
**PC VENTURE PARTNERS III, LLC**

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By: George G. Chachas  
Its: Manager

**EXHIBIT A**  
**(Conceptual Site Plan)**





**OPEN SPACE**  
PREVIOUSLY APPROVED SITE:  
2.39 ACRES / 51%  
PROPOSED SITE:  
3.38 ACRES / 87%

**BUILDING AREAS**

NUMBER	AREA	AREA
101	WING LEVEL 1	117,000 SF
102	WING LEVEL 2	108,000 SF
201	WING LEVEL 1	108,000 SF
202	WING LEVEL 2	108,000 SF
301	WING LEVEL 1	108,000 SF
302	WING LEVEL 2	108,000 SF
401	WING LEVEL 1	108,000 SF
402	WING LEVEL 2	108,000 SF
TOTAL		720,000 SF

PRELIMINARY SUBJECT TO REVISION 7/31/2013  
**BMA**  
 1230 N. 1000 E.  
 SUITE 100  
 PARK CITY, UT 84302  
 (435) 798-1111  
 www.bma.com

**SUMMIT COUNTY HYATT HOUSE**  
 4300 SOUTH HIGHWAY 224  
 PARK CITY, UTAH 84303


**MANAGER'S REPORT**  
**September 25, 2013**

To: Council Members  
 From: Robert Jasper

<u>Department</u>	<u>Description of Updates</u>
Administration	<p><u>Submitted by Robert Jasper, County Manager:</u>            Documents and transactions are listed on the Manager Approval lists dated 9/12/13 and 9/18/13, posted on the website at: <a href="http://www.summitcounty.org/manager/index.php">http://www.summitcounty.org/manager/index.php</a></p>
Auditor	
Assessor	
Attorney	<p><u>Submitted by Matthew Bates:</u>  <u>Criminal Division Activity</u>  <b>DISTRICT COURT CRIMINAL CASES FILED: 8</b>  <b>CRIMINAL FILINGS OF INTEREST</b>            Since its last report, the Summit County Attorney's Office charged the following individuals in district court with felony or class A misdemeanor crimes:</p> <p>Alecia Ly Kap, 32, of Morgan, Utah, was charged with driving under the influence and several other alcohol related traffic offenses. On August 31, 2013, Kap is alleged to have driven a pickup truck across the Park City Municipal Golf Course. The truck became stuck between the railing of bridge crossing a small creek. Officers responding to the scene discovered Kap in the driver's seat. She smelled of alcohol, had bloodshot eyes, and had slow, slurred speech. Kap agree to submit to a breathalyzer test. The test revealed that the breath alcohol content was .245, more than three times the legal limit. The instant charge is a felony because Kap was convicted of automobile homicide in June 2009.</p> <p>Brandalyn Irene Allen, 25, of Fruitland, Utah, was charged with two counts of forgery, both third degree felonies. The charging documents allege that on August 15, 2013, Allen attempted to buy \$230 in goods from the Walmart at Kimball Junction using two counterfeit \$100 bills.</p> <p>Christopher Pacelli, 46, of Park City, Utah, was charged with domestic violence related aggravated assault and committing domestic violence in the presence of a child. On September 10, 2013, Park City Police officers responded to a call from a young girl in Park City that Pacelli had assaulted her mother during a heated argument. Police arrived on the scene and learned from the girl and her mother that Pacelli had strangled the mother and smashed her head on the driveway.</p> <p>Diana Valerie Scoville, 33, and Matthew John Scoville, 36, both of Sandy, Utah, were charged with drug possession and child endangerment. The Scovilles and a small child were in a car that was stopped by a Summit County Deputy because Diana Scoville had a warrant for her arrest. During the stop, the deputy discovered marijuana and methamphetamine in the car.</p> <p>Melquiades Ramirez Jr, 21, of Park City, Utah, was charged with fleeing and theft. On August 31, 2013, Melquiades attempted to shoplift two cases of beer from the Fresh Market in Park City. A store employee saw Melquiades and called 911. A Park City Police Officer located Melquiades in car not far from the store. When the officer activated his overhead lights and stopped the car, Melquiades jumped out of the car and ran on foot. The other occupants in the car called Melquiades on a cell phone and persuaded him to return to the scene where he was then arrested.</p> <p>Nereida Perez, 34, of Bell, California, was charged with narcotics trafficking and child</p>

<u>Department</u>	<u>Description of Updates</u>
	<p>endangerment. On September 2, 2013, a Utah Highway Patrol trooper stopped Perez and her seven year-old son on I-80 in Summit County on suspicion of speeding. During the stop, the trooper smelled marijuana coming from the inside of the car. He searched the car and discovered approximately fifty pounds of marijuana in the trunk of the car.</p> <p>Todd Alexander Brannigan, 44, of Park City, Utah, was charged with domestic violence related crimes of aggravated assault and damaging a communications device. On September 6, 2013, Brannigan's wife walked into the Park City Police Department in an obviously disheveled and distraught state. She reported that Brannigan had assaulted her by shoving an object or a rag into her mouth and impeding her breathing. When she later tried to call the police, Brannigan grabbed her cell phone and broke it in half.</p> <p>Vicente Ramos, 41, of Salt Lake City, Utah, was charged with drug trafficking. On September 3, 2013, a Sheriff's deputy stopped Ramos on I-80 in Summit County for a minor traffic violation. During the stop, the officer discovered two pounds of methamphetamine hidden inside the passenger front seat.</p> <p><b><u>PLEAS, TRIALS, AND SENTENCES OF INTEREST</u></b></p> <p>On Monday, September 16, 2013, the Utah Third District Court sentenced Jennifer Lopez, 31, of Salt Lake City, Utah, to a suspended prison term, three years supervised probation, a \$1500 fine, and sixty-three days home confinement for DUI. Lopez pled guilty felony DUI after a Utah Highway Patrol trooper saw her weaving back and forth in Browns Canyon and stopped her on suspicion of DUI. Lopez had slow, slurred speech and told the trooper that she "had too much to drink." Lopez submitted to a blood test, which revealed that her blood alcohol content was .30, almost four times the legal limit. Lopez's DUI was a felony because she had twice before been convicted of DUI.</p> <p>On Monday, September 16, 2013, the Utah Third District Court sentenced Robert G Weiner, 74, of Park City, Utah, to a suspended jail term, 12 months probation, a \$200 fine, and 50 hours of community service for fleeing from the police. Weiner pled guilty of attempted fleeing a class A misdemeanor, after he ran a roadblock in Promontory Community during the Rockport Estates fire.</p> <p>On Tuesday, September 17, 2013, a jury in the Utah Third District Court found Steven Winslow Yates, 49, of Wanship, Utah, guilty of failure to respond to an officer's signal to stop, a third degree felony, driving on a revoked license, a class B misdemeanor, and two other alcohol related misdemeanor driving offenses. Charges were filed against Yates after a Utah Highway Patrol trooper attempted to stop Yates in the early morning hours of March 14, 2012, on suspicion of driving on a revoked license. Yates ignored the trooper's lights and siren and led the trooper on a high speed chase up Tollgate Canyon. The trooper eventually terminated the pursuit because he lost sight of Yates, but later found Yates's car abandoned at a vacant residence at which Yates used to live.</p> <p><b><u>Civil Division Activity</u></b></p> <ul style="list-style-type: none"> <li>• Prepared various ordinances for adoption by the County Council</li> <li>• Prepared multiple Findings of Fact &amp; Conclusions of Law for the County Council</li> <li>• Drafted various contracts for county departments</li> <li>• Filed two enforcement actions</li> <li>• Managed various litigation matters in the Third District Court</li> <li>• On-going negotiations to settle multiple litigation cases</li> <li>• Provided legal advice to all county departments</li> <li>• On-going legal work related to the Canyons Resort</li> <li>• Provided legal advice to the County's Special Service Districts</li> <li>• Drafted various development agreements</li> </ul>

<u>Department</u>	<u>Description of Updates</u>
	<p><b><u>Victim Advocate Activity</u></b>  Marsha Probst is at a NOVA conference and could not provide Victim Advocate statistics this week</p>
Clerk	
Community Development	<p><u>Submitted by Pat Putt, Community Development Director:</u>  See attached Community Development Reports</p>
Engineering	<p><u>Submitted by Derrick Radke, Engineer:</u></p> <ul style="list-style-type: none"> <li>• 2 -Subdivision/Site Plan Plat reviews</li> <li>• Impact Fee Consultant Discussion – Zion’s Public Finance</li> <li>• Village at Kimball Junction <ul style="list-style-type: none"> <li>○ Bond reduction, site inspection</li> <li>○ Development Agreement Draft Amendment</li> </ul> </li> <li>• Traffic Calming Committee – Bear Hollow / Cooper Lane</li> <li>• Colony’s <ul style="list-style-type: none"> <li>○ Pinecone Ridge review site visit with planning</li> <li>○ Phase 4e Lakes 4 and 5 review and site visit</li> <li>○ (4) Grading Permits review</li> </ul> </li> <li>• Fairway Springs building b Drive Replace / Inspect</li> <li>• Wasatch County / Park City – Transportation Planning contact</li> <li>• Echo Henefer Trail – Echo Repaint</li> <li>• SR-224 / Newpark Dual left meeting with UDOT</li> <li>• Traffic counters</li> <li>• Tanger – Development Agreement Review, Site visit with planning, Developer meeting</li> <li>• Wasatch Summit Planning Contact</li> <li>• Fleet Committee Meetings</li> <li>• Assist Lisa in organization of vehicle data</li> <li>• Budget preparation</li> <li>• Public Works / Engineering Projects <ul style="list-style-type: none"> <li>○ Summit Park – Parkview Dr. Reconstruction <ul style="list-style-type: none"> <li>▪ Construction meetings</li> <li>▪ Quantity Worksheets</li> <li>▪ Inspection Report Worksheet</li> <li>▪ Pay Estimate spreadsheet prepared</li> <li>▪ Quantity Reviews &amp; Submittals</li> </ul> </li> <li>○ Lower Village Road <ul style="list-style-type: none"> <li>▪ Construction meetings</li> <li>▪ Quantity Worksheets</li> <li>▪ Inspection Report Worksheet</li> <li>▪ Pay Estimate spreadsheet prepared</li> <li>▪ Quantity Reviews &amp; Submittals</li> </ul> </li> <li>○ Old Ranch Road Right-of-Way <ul style="list-style-type: none"> <li>▪ R/W Discussions with Attorney</li> <li>▪ Meeting w/Property Owner(s)</li> </ul> </li> <li>○ Service Area #6 Annexations</li> </ul> </li> <li>• Residential Permit Activity <ul style="list-style-type: none"> <li>○ 1 over the counter</li> <li>○ 42 plans reviewed</li> <li>○ 17 driveway inspections</li> <li>○ 18 erosion control inspections</li> <li>○ 4 code enforcement</li> </ul> </li> </ul>

<u>Department</u>	<u>Description of Updates</u>
	<ul style="list-style-type: none"> <li>○ 5 Bond Release Inspections</li> <li>● Right-of-Way Permit Activity <ul style="list-style-type: none"> <li>○ 27 new applications, GovPartner</li> <li>○ 15 field inspections: 4 Questar, 2 landscape (Pinebrook and Highland areas), 3 contractors (Summit Park Crestview), 6 Misc. contractors (A-Plus sewer repair, Amcast water leak Hoytsville, 1 liberty peeks boxes, 1 Windham hotel power line, 2 Century Link, 1 Tech Center, 1 Kilby and Pinebrook Blvd.)</li> <li>○ 2 Complaints (Pinebrook Street sign, Jeremy road sink in Backnine)</li> <li>○ 1 bond release chevron pipeline Kamas Revegetation</li> </ul> </li> </ul>
Facilities	<p><u>Submitted by Mike Crystal:</u>  Still trying to get district court parking lot sealed.  Working on solar display at the health dept.  Upgrading card access at some of the buildings.  Had a few leaks at various buildings due to all the rain. Nothing major. All repaired.</p>
Health Department	
I.T.	<p><u>Submitted by Ron Boyer, I.T. Director:</u>  The Health Departments in Coalville and Kamas were finally switched over to UTN.  We have been meeting with Alison Weyher to make changes to the existing Business Directory. All of the data from the cities has been received and is currently being changed to one format in order to post to the website. There was also an upgrade made to the site. That change is in a test mode and will be moved to production when the data is complete.  We experienced an issue with the new hardware provided by Verizon for the Sheriff’s patrol. All aircards have now been switched out. This will provide more reliable service that what we experienced with Sprint.  Our decision to move to Office365 for email was given a mention by the company that helped transition us, LiftOff, LLC. LiftOff was received an award from Microsoft as the “Rising Star” State and Local Government Partner of the Year.  GIS is working with BOSAC to come up with a map that shows several requests from the committee. It will most likely have to be an online map that will show all of the different properties.  We are also working with ESRI to change our software license from seat licensing to an Enterprise Licensing Agreement. This would allow up to 100 people to use the software; currently we only have about 4 licenses available for all.  We are working with the library in Kamas to install a projector and speakers for presentations in the conference room.  Support calls Sept. 1 -19 111 opened and 118 closed</p>
Justice Court	
Library	<p><u>Submitted by Dan Compton, Library Director:</u>  <b><i>Smoke Signals</i></b> – Tonight is the night! There will be a free screening of <i>Smoke Signals</i> at 7:00 p.m. in the Santy Auditorium followed by a Q&amp;A session with Sherman Alexie (author, screenwriter) and Chris Eyre (director). We also found out Sherman Alexie agreed to do a book signing tomorrow at Dolly’s bookstore from about 3:00-4:00 p.m. when he is finished presenting at the High School. It has been a pleasure to work on the One Book, One Community Committee over the past year. This will be our most successful program to date, especially through the new partnerships we’ve made with Sundance Institute and the Park City Education Foundation in addition to our regular partners the Park City Library and Dolly’s Bookstore.</p> <p><b><i>Under One Sky</i></b> – We are getting excited for the kickoff event for the release of <i>Under One Sky</i> on Monday, September 30 at 6:30 p.m. at the Old Rockport Church. It has been fun working with Anita Lewis and NaVee Vernon to plan the event. This will be a great night for the whole family. We want</p>

<u>Department</u>	<u>Description of Updates</u>
	<p>to recognize the authors and photographers who have put this beautiful book together. There will also be quality entertainment right out of the Old West provided by In Cahoots (Lannie Scopes and Craig Johnson). Miss Kirsten will have a craft for the kids and light refreshments will be served. I hope everyone will be able to attend.</p> <p><b><u>Banned Books Week</u></b> Next week is Banned Books Week (September 22-28). Look for displays at all of the branches and we will also be screening the film <i>Matilda</i> on Friday, September 27th at the Kimball Junction Branch. <i>Matilda</i> has been a challenged book.</p> <p><b><u>Pioneers In Your Attic</u></b> - The Utah Academic Library Consortium and the Mountain West Digital Library are working to identify and scan original documents related to the pioneers and overland migration in the 19th Century. On <b><u>Monday, October 7th from 10am-2pm and Tuesday, October 8th from 10am-2pm</u></b>, trained professionals will be available at the <b><u>Coalville Branch Library</u></b> to scan pioneer material for inclusion on the Mountain West Digital Library website. Please call 435-336-3070 to set up a 30 minute appointment. We will also welcome walk-ins. They are looking for items that document the overland migration period (circa 1842-1869) such as:</p> <ul style="list-style-type: none"> <li>• Letters</li> <li>• Diaries</li> <li>• Photographs</li> <li>• Hand-drawn sketches</li> <li>• Hand-drawn maps</li> <li>• Reminiscences</li> <li>• Artifacts</li> <li>• Documents</li> <li>• Charts</li> </ul>
Mountain Regional Water	
Park City Fire Service District	
Personnel	<p><u>Submitted by Brian Bellamy, Personnel Director:</u></p> <p><b>Personnel</b></p> <ol style="list-style-type: none"> <li>1. Jobs Advertised <ol style="list-style-type: none"> <li>a. Deputy Assessor I – Closed August 16</li> <li>b. Dispatcher – Closed August 23</li> <li>c. Physical Therapist – Closed August 30</li> <li>d. Landfill Operator – Closed September 6</li> <li>e. Deputy Recorder – Closes September 20</li> <li>f. Planning and Zoning Administrator – Closes September 20</li> </ol> </li> <li>2. Applications Received <ol style="list-style-type: none"> <li>a. Deputy Assessor I – 35</li> <li>b. Dispatcher – 37</li> <li>c. Physical Therapist – 2</li> <li>d. Landfill Operator – 26</li> <li>e. Deputy Recorder – 44</li> <li>f. Planning and Zoning Administrator - 38</li> </ol> </li> <li>3. Job Offers Made <ol style="list-style-type: none"> <li>a. Sheriff’s Office - Dispatcher - 2</li> <li>b. Deputy Assessor</li> </ol> </li> </ol>

<u>Department</u>	<u>Description of Updates</u>
	<ol style="list-style-type: none"> <li>4. Interviews/Testing set up <ol style="list-style-type: none"> <li>a. 35/18</li> </ol> </li> <li>5. Positions Advertised in 2012/2013 – 24/30</li> <li>6. Applications received in 2012/2013 – 1128/1368</li> <li>7. Position offers refused – 1 - Salary issues</li> <li>8. 1 new hire orientation including E-verify</li> <li>9. 8 seasonal employees furloughed</li> <li>10. 25 letters sent to unsuccessful candidates</li> <li>11. 0 employee out on Worker’s Comp</li> <li>12. 2 employees returned to work from Worker’s Comp</li> <li>13. 2 new Worker’s Comp claim filed</li> <li>14. 3 employees on light duty</li> <li>15. 0 new disability claims filed, includes FMLA documentation</li> <li>16. 0 employees on short term disability</li> <li>17. 0 unemployment claim filed</li> <li>18. 0 employees resigned their positions</li> <li>19. 3 pre-employ drug test</li> <li>20. 0 random DOT drug tests</li> <li>21. 0 random DOT alcohol test</li> <li>22. 0 post accident drug test</li> <li>23. 0 post accident drug test</li> <li>24. 0 post accident drug test</li> <li>25. 2 webinars presented by ULGT – Ladder Safety and Driving Record</li> <li>26. 1 webinar presented by HUB – HIPAA Training</li> <li>27. 281 Exchange Insurance Notices sent</li> <li>28. Created census for life insurance</li> <li>29. Worked with Department Heads and employees on evaluations</li> <li>30. Met with PCFD, MRW, SBR regarding employee health insurance</li> <li>31. Council presentation on Summit County Health Plan</li> <li>32. Met with LiVeWell Center on employee biometrics</li> <li>33. Met with GBS Benefits regarding life insurance</li> <li>34. Utah Retirement Systems representative met with County employees</li> <li>35. Worked with multiple Department Heads regarding budgets</li> <li>36. Administrative Law Judge Hearing regarding Animal Control citations</li> <li>37. IT continuing to digitize former employee personnel records – now at the letter “G”</li> <li>38. Working on employee market study recommendations</li> <li>39. Multiple requests for salary and policy information from other agencies</li> <li>40. Multiple telephonic and in person verifications of employment</li> <li>41. Meeting with Budget Committee</li> <li>42. Worked with two department heads and County Attorney regarding employee discipline issues</li> <li>43. Met with multiple department heads and employees regarding employee issues</li> <li>44. Met with consultant regarding employee issue</li> <li>45. Continue to answer public inquiries regarding county employment</li> <li>46. Serve county employee’s needs</li> </ol>
Public Works	
Recorder	<u>Submitted by MaryAnn Trussell:</u> Working with the IT/GIS department to implement ESRI digital mapping program in the Recorder’s Office
Treasurer	

<u>Department</u>	<u>Description of Updates</u>
Sheriff	<p data-bbox="321 138 708 170"><u>Submitted by Lt. Nick Wilkinson:</u></p> <p data-bbox="321 176 428 203"><b>General:</b></p> <p data-bbox="321 212 1482 310">All deputies operating emergency vehicles will participate in Emergency Vehicle Operations (EVO) training at the Utah State EVO range in Lehi. Deputies will be trained in pursuit intervention techniques, state law, and policy.</p> <p data-bbox="321 352 1495 451">Patrol &amp; Investigations Division deputies are participating in an escort for a part of the 9/11 World Trade Center memorial that is being placed a Fort Douglas on Friday September 20 at 9am. The memorial will travel through our county on I80 from Evanston to Summit Park.</p> <p data-bbox="321 493 1520 558">SRO and patrol deputies will participate in the Park City Ecker Hill Middle School reunification drill on Friday September 27, 2013 at Noon.</p> <p data-bbox="321 600 472 630"><b>Corrections:</b></p> <p data-bbox="321 638 1482 703">The Corrections Division reports that the inmate garden vegetables are coming into harvest. The division provided a selection of different fall vegetables to senior citizens in the county at no cost.</p> <p data-bbox="321 745 1297 774">Booking and Intake continue to be busy with new arrests and court commitments.</p> <p data-bbox="321 816 503 846"><b>Investigations:</b></p> <p data-bbox="321 854 1523 1024">The Investigations Division conducted our monthly multi-jurisdictional investigators meeting. Area agencies in attendance were: Summit County, Evanston Police, Utah Highway Patrol, Park City Police, BackNet, and the FBI. Current crimes under active investigation and multi agency coordination include: a credit card fraud ring, vehicle burglary ring, drug distribution ring, and domestic terrorist activity (mink farms.)</p> <p data-bbox="321 1066 1523 1131">Investigations detectives are seeing increased vehicle burglary, burglary, theft, and fraud cases as the fall season approaches.</p> <p data-bbox="321 1173 407 1203"><b>Patrol:</b></p> <p data-bbox="321 1211 1528 1310">The Patrol Division accepted delivery of three new police interceptor SUV vehicles. They are currently having equipment and lighting installed at a local supplier. The vehicles are purpose built for patrol operations and have several upgrades which will increase deputy safety.</p> <p data-bbox="321 1352 1520 1522">Patrol Division platoons are proactively patrolling area mink farms in response to recent suspected PETA and ALF activity. Patrol division deputies have also focused proactive patrols in areas where we are experiencing increased vehicle burglaries and property crimes. Deputies are also reminding citizens to not leave valuables and cash unsecured in their vehicles overnight &amp; to close and secure garage doors.</p> <p data-bbox="321 1564 1507 1698">Patrol Division deputies were involved in a short pursuit with a stolen vehicle driven by a burglary suspect early in the month. The performance capabilities of the suspect vehicle quickly outmatched the Ford F150 patrol trucks and the pursuit was terminated. The investigations division is actively following up on several leads on the identity of the suspect.</p> <p data-bbox="321 1740 1523 1839">Our K9 Bloodhound was deployed on a burglary suspect that fled on foot from deputies earlier in the week. The juvenile suspect was later located at his home and arrested. K9 deputies participated in a demo at the Sheepdog Trails at Soldier Hollow earlier in the month.</p> <p data-bbox="321 1881 1468 1911">Patrol Division deputies have handled 1255 incidents month to date (SEPT) averaging 66 calls for</p>

<u>Department</u>	<u>Description of Updates</u>
	<p>service a day. During the past 30 days deputies have handled four assaults, eight sex assaults, four burglaries, 32 thefts, four vehicle thefts, and eight controlled substance investigations. We have noticed an increase in the frequency of sex assaults over the past month.</p> <p>Sergeant Hemingway has secured a \$7500.00 Justice Assistance Grant that will be utilized to obtain new and upgraded training equipment and portable breath testing equipment. The grant will also supplement costs for new and ongoing leadership training. The grant period runs from Oct 2013 - March 2014.</p> <p>All newly promoted lead deputies have been registered for the University of Utah Emerging Leaders certification program. The training will take place from December 2013 through Spring 2014. Lead Deputies that successfully complete the program will receive a certification from the U of U.</p> <p><b>Communications Division:</b> The Dispatch Center has handled 1700 calls for service MTD (SEPT.) Averaging 90 calls for service a day.</p> <p>The Summit County Sheriff's Office Communications Center was nominated for a Unit Citation from the Utah APCO for the Rockport 5 Fire. Communication center personnel will receive the citation on October 2nd.</p> <p>The Communications Center has given job offers to two individuals for dispatch positions. Interviews are being conducted this week to fill two additional vacancies for dispatch.</p>
Snyderville Basin Recreation	
USU Extension	<p><u>Submitted by Sterling Banks:</u></p> <ul style="list-style-type: none"> <li>- Summit County was well represented at the Utah State Fair with over 80 county 4-H youth participating and exhibiting over 140 4-H projects ranging from livestock to home arts. Several of them received rosette ribbons for their efforts.</li> <li>- Fifteen (15) Summit County 4-H horse members will be representing Summit County at the State Individual 4-H Horse Show next week in Ogden. They will be competing against the top 4-H horse riders throughout Utah. They qualified to compete at this state show by participating in two local county 4-H horse shows this past summer</li> </ul>

## COMMUNITY DEVELOPMENT

- The department received 13 new building applications and 4 new planning applications this past week as follows:

### NEW BUILDING PERMITS September 4 – September 11, 2013

Number	Full Address	Description
2013-1386	6300 N SAGEWOOD DR	Interior Demo Only *Old Mtn. America CU*
2013-1388	4261 FOOTHILL DR	Add new roof over existing trailer/cabin add one bedroom and loft over trailer
2013-1390	13 WHITE PINE CANYON RD	Single Family Dwelling
2013-1391	3194 JULIES DR	Single Family dwelling
2013-1393	1964 SPLENDOR VALLEY RD	Garage / Kamas East
2013-1394	2100 W FROSTWOOD Blvd	Interior remodel
2013-1395	2442 PALOMINO TRL	Single Family Dwelling
2013-1396	5795 N OLD RANCH RD	Single Family Dwelling
2013-1397	8683N SADDLE BACK CIR North	Interior remodel and addition
2013-1385	2528 S HI DRI CIR	General remodel: replace toilet, replace shower stall, rebuild deck, replace floor coverings, new living room window, replace kitchen cabinets, replace, replace bath sink, replace kitchen sink, replace kitchen dishwasher.
2013-1387	344 E HOLLOW DR	Art Durnan
2013-1389	7317 N WEST VIEW CT	New Single Family Dwelling
2013-1392	1964 SPLENDOR VALLEY RD	Power to Pane

**Planning Applications**  
**September 5 - September 11, 2013**

Project Number	Description
2013-712	<b>The Pink 1/2 Marathon Special Event</b> Special Event Snyderville Basin
2013-713	<b>Maxwell Tollgate LIP</b> Low Impact Permit FM-A-7                      903 S. Forest Meadow Rd
2013-714	<b>Lyman Lake Camp LIP</b> Low Impact Permit Lyman Lake
2013-715	<b>Diamond Barn CUP</b> Conditional Use Permit WFLD-3                      565 East 3200 North

Respectfully Submitted, Patrick Putt  
Community Development Director

## COMMUNITY DEVELOPMENT

- The department received 21 new building applications and 8 new planning applications this past week as follows:

### NEW BUILDING PERMITS September 12 – September 18, 2013

Number	Full Address	Description	Tax ID
2013-1404	1357 PHEASANT WAY West	Tankless Water Heater	SPC-AD-A-3
2013-1405	30108 OLD LINCOLN HWY	Tankless water Heater	NS-198
2013-1406	7294 PINEBROOK RD North	Water Heater Replacement	PB-6-A-294
2013-1398	8959 COVE DR North	Photovoltaic	HC-1-55
2013-1399	3880 LARIAT RD West	Photovoltaic	JR-2-262
2013-1400	420 HIGHLAND DR East	Photovoltaic	HE-A-389-B
2013-1401	5177 HEATHER LN	Photovoltaic	NSS-B-87
2013-1402	8894 N PROMONTORY RANCH RD	Single Family Dwelling	SUM-29
2013-1403	147 SKY LN East	Plumbing Permit Floor Drain / sink	SAS-3
2013-1407	1521 W MEADOW LOOP RD	Water Heater Replacement	MW-1-27
2013-1408	5177 HEATHER LN	Deck	NSS-B-87
2013-1410	1435 W SILVER MEADOWS DR	Installed new furnace	SLTM-45
2013-1412	8968 N COVE DR	Rebuild deck	HC-1-57
2013-1413	1995 KIDD CIR	Remodel	MH-10
2013-1416	1964 SPLENDOR VALLEY RD	Garage / Storage	KE-A-9
2013-1418	8208 GORGOZA PINES RD	Outside gas heaters for restaurant	QJPB-A-7-1AM
2013-1409	1086 ABILENE WAY	Room Addition	RPL-III-125
2013-1414	7987 N SPRINGSHIRE DR	Installation of a 70-100k BTU furnace	ER-PB-14-870
2013-1419	8936 N MOUNTAIN CREST RD	Single Family Dwelling	BJUMP-39
2013-1420	1678 W REDSTONE Ave	Bathroom Remodel	FPRV-5-F
2013-1415	3053 W FAWN DR	Repair Sunroom	ELK-3A-1003

**Planning Applications  
September 12- September 18, 2013**

Project Number	Description
2013-716	<b>Park City Business Center Sign Amend</b> Development Agreement PCBC - Forestdale Drive
2013-717	<b>Discovery Phase 2 Final Sub Plat</b> Final Subdivision Plat PP-39, PP-38-C, PP-38-C-3    4400 Kilby Road
2013-718	<b>MHM Veterinary Clinic/Boarding LIP</b> Low Impact Permit Beehive Street
2013-720	<b>Mattress Firm Appeal of Decision</b> Appeal of Decision 6520 North Highway 224
2013-721	<b>Rees Lot Line Adjustment</b> Lot Line Adjustment NS-457, NS-462
2013-722	<b>SCL Ranch PA</b> Plat Amendment 3486 East Weber Canyon Rd
2013-723	<b>Silver Creek Properties LIP</b> Impact Permit 6450 Silver Creek Drive
2013-724	<b>Wasatch Back Relay 2014 Ragnar</b> Special Event Throughout County

Respectfully Submitted, Patrick Putt  
Community Development Director

# Monthly Operations Report - August 2013

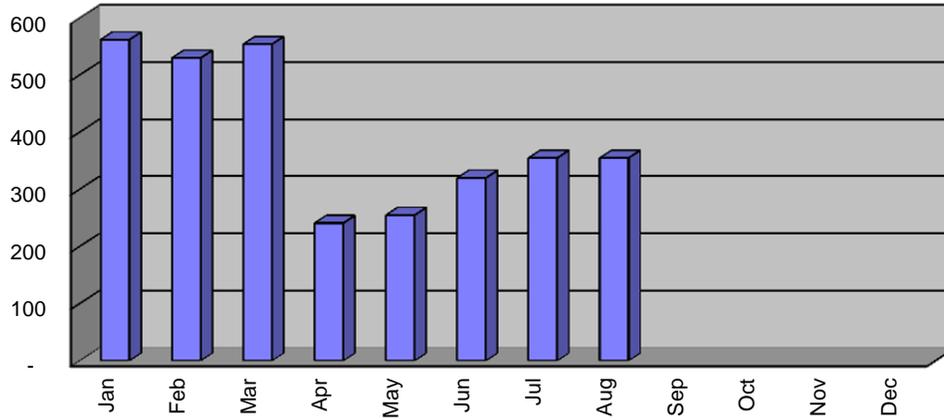
## Park City Fire District



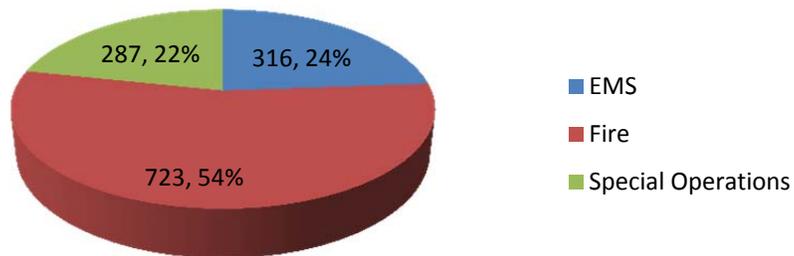
Rockport 5 fire – August 13, 2013

# Monthly Operations Report August - 2013

### Monthly Calls - 2013



### Total Training Hours by Category - August 2013 Park City Fire District



## Monthly Operations Report August - 2013

### **Fire Summary**

Station 31 and 33 filmed short videos of several of our hose loads to be posted to our YouTube channel. Videos such as this can be added to our training page on the channel and allow employees to review techniques that can decay over time. Many more training videos are scheduled to be posted soon to provide employees an additional source of information for training.

District-wide fire training required crews to place a blitz monitor into operation and attack a live fire in the training tower. The blitz monitor is an extremely useful piece of firefighting equipment that is well suited for PCFD's current engine staffing. It is very maneuverable and allows a single firefighter to quickly flow a large volume of water in a short period of time.

Firefighters also trained on 2 ½" hose deployment inside of a structure. This is particularly difficult because of the weight and lack of flexibility of the larger size hose. The intent of the drill was to find the most efficient method of putting the hose into operation for interior fire attack. All crews were timed and critiqued for each evolution. Some very useful techniques were discovered and will be shared with the rest of the crews.

Other fire training this month focused on drafting and water shuttle operations specific to wild land fire operations. Crews practiced deploying and filling the portable water tank carried by the 3500 gallon water tender. After filling the portable water tank crews then drafted water from the portable tank and supplied a progressive hose lay for wild land firefighting.

### **EMS Summary**

All employees received HIPPA training to ensure district-wide compliance. The training consisted of a Power Point presentation, video, and a written test for each employee to be kept on file should we ever receive an audit.

At the August Medical Control Meeting, Dr. Macintosh reviewed several recent difficult cases. He also provided instruction on the importance of high quality CPR in cardiac arrest patients. A new backboard was introduced that limits strain on the firefighter's lower back when lifting patients. It incorporates a built in strap which allows the rescuer to lift from a more upright position and has added straps built in, eliminating the need for "spider straps" or secondary securing means. It will be evaluated by an ambulance crew to determine the effectiveness and applicability for our use.

# Monthly Operations Report

## August - 2013

### **Special Operations**

All non-Technical Rescue Specialists received Technical Rescue Awareness training in ropes, confined space, and trench rescue. Firefighter St. John organized the training which included an online lesson and test, followed by several hours of tactical skills. The purpose of the training was to give these members of the department the necessary training required to arrive on-scene, size-up the incident, keep themselves safe, and ultimately help the PCFD Rescue Technicians in accomplishing the rescue.

### **Additional Highlights**

Standby at Canyons concerts throughout the month.

8/2-3 Crews were on hand for the annual PC Arts Festival.

8/10-11 Crews performed standby activities at the Tour of Utah bike race. Captain Pendleton organized the coverage and assumed duties in a unified command with the Tour of Utah organizers, PCPD, and PC Emergency Management.

8/11 Crews performed standby activities for the Park Silly Market, which, along with the Tour of Utah, contributed to a very busy scene on Main Street.

8/17 E35 attended the annual Pinebrook HOA barbeque. The event provided a great opportunity for the crew to interact with the neighborhood. Earlier in the day, the same crew attended a PR event for the Ford Mustang show at Redstone.

8/23 Park City Elks BBQ was held at Rotary Park. At the event, Zane Thompson was recognized as Firefighter of the Year (figure 4). Zane has done a remarkable job over the past year creating guidelines for the deployment and operation of the PCFD Wildland team, which has operated on many of the western region's larger fires during the past two summers.

8/29 E31, A31, BC3, and Chief Hewitt attended the annual KPCW fundraising event. KPCW dedicated a full hour of radio time to the Fire District staff, covering topics such as daily duties, wild land fire response, and emergency preparedness. During this time citizens called phone lines to donate money to KPCW in the name of the Park City Fire District.

### **Significant Incidents**

8/2 Crews responded to a brush fire on the shoulder of I-80 near Parley's Summit. The fire started when an electrical transformer shorted out. It was quickly extinguished and contained to approximately one-quarter acre.

## Monthly Operations Report August - 2013

8/8 Crews responded to a travel trailer on fire on I-80 at Parley's Summit. The trailer was fully involved and a total loss.

8/8 Crews responded to North Summit to assist with a pregnant female in full arrest. The individual was unable to be revived and pronounced on scene.

8/10 E37 responded to Chalk Creek Canyon for a mutual aid assignment with North Summit FD. E37 performed structure protection activities on a moderate-sized wildland fire.

8/13-15 PCFD crews responded to the Promontory subdivision for the Rockport 5 Fire. The 1500 Acre wildfire destroyed homes in the North Summit Fire District jurisdiction and threatened homes in the PCFD area as well. BC 3, Eng/Amb 37, Eng 33, Eng/Amb 35, Eng 36B, B34, Eng 38, and WT37 provided structure protection. Varying moderate winds drove the fire toward the Promontory boundary with Rockport Estates. Crews evacuated homes and established protection lines for structures threatened by the fire. PCFD crews were assigned to the fire for 3 days until the threat had passed. No homes in Promontory were damaged and no injuries were reported.

8/16 E31, E33, A35, and BC3 responded to a rollover with critical injuries on SR 40 at M.M. 8. PCFD units were requested by Wasatch County to assist in extricating a critical patient from the damaged vehicle. Crews utilized hydraulic extrication equipment to cut the patient out of the car.

8/17 BC3, Backcountry 31, Backcountry 37, and the PCFD motorcycle team responded to simultaneous mountain biking incidents on the Mid-Mountain Trail near Armstrong. The motorcycle team assisted in locating the patients with the Ranger performing evacuation of 2 patients who sustained minor injuries but were unable to get down the mountain on their own.

8/24 E33 and A35 responded to the I-80 on-ramp at Kimball's Jct. for a motorcycle accident resulting in serious open head injuries to the rider, who was not wearing a helmet. AirMed was dispatched but cancelled prior to landing as the crews determined to "load and go", minimizing delay to the operating room. The on-ramp was closed for approximately 35 minutes while the scene was investigated by UHP. The patient was in critical condition the night of the incident but had been downgraded to serious condition by the following day.

8/27 A PCFD firefighter suffered 2<sup>nd</sup> degree burns from accidentally grabbing a hot exhaust hose extension.

Monthly Operations Report  
August - 2013



Figure 1



Figure 2



Figure 3



Figure 4

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# MINUTES

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**SUMMIT COUNTY**  
BOARD OF COUNTY COUNCIL  
WEDNESDAY, AUGUST 7, 2013  
COUNCIL CHAMBERS  
COALVILLE, UTAH

**PRESENT:**

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

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

**WORK SESSION**

Chair McMullin called the work session to order at 3:05 p.m.

• **Introduction of the Miss Summit County, the Little Buckaroo, and the Rodeo Royalties**

Fair Administrator Travis English introduced the Summit County royalty. Chair McMullin discussed with the royalty the requirements and their experiences related to becoming royalty.

• **Discussion regarding Storm Water Strategic Plan; Leslie Crawford, Senior Engineer**

Senior Engineer Leslie Crawford reviewed the proposed vision statement and actions to be taken to achieve the vision as shown on Page 3 of the staff report. She stated that an example of techniques that would be easy to implement would be to harvest rain water to water flower beds. Council Member Ure explained that only a certain amount of water can be harvested due to water rights issues. Ms. Crawford stated that another technique would be to use an infiltration system in parking areas along with xeriscaping to capture rainwater and use the storm drain, which reduces the cost of stormwater infrastructure. She explained that this would be an educational process with contractors to give them a better understanding of the effect of their construction projects.

County Engineer Derrick Radke explained that Summit County has done a significant amount of work since 2000, and the County adopted a stormwater ordinance addressing construction stormwater mitigation. The last time that ordinance was amended, it included stormwater quality issues and stormwater treatment to clean the water before it is discharged. He stated that the EPA and Division of Water Quality will be designating at least part of the County as an MSSSS, which is an EPA designation that will require the County to implement this vision and plan. The County will receive notice this fall, have six months to develop a plan, and have another 18 months to implement the plan. That will require additional staff time and possibly monitoring stormwater outputs and other procedures that the County does not currently do. He discussed the

County's current stormwater monitoring process and stated that Staff would likely bring the plan to the Council for adoption along with an ordinance or amendments to the existing ordinance to allow them to enforce the plan.

County Manager Bob Jasper commented that having clean water is a high priority in the County's strategic plan, and he believed they have already implemented some advanced strategies in the County.

Mr. Radke explained that the purpose of this work session is to introduce the strategic goals and receive input from the Council.

Council Member Ure expressed concern about the County getting stuck with the entire cost of implementing these goals in the next budget season. He believed the EPA should provide financial help to implement what is required. Mr. Radke explained that he obtained a grant from the EPA for the amendment to the County's existing ordinance, and he will explore further grants. He was unaware of any entity that receives money from the EPA for developing a stormwater management plan once they are required to do it. He also explained that this will not happen all in one season.

Chair McMullin stated that, once they have adopted the plan, she would like to see examples of what they are talking about so people have an idea of what actions they can take to implement the goals.

Council Member Armstrong referred to Action 5 in the staff report and suggested that they qualify the statement about the "culture" within the County as it relates to stormwater.

### **CLOSED SESSION**

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

The Summit County Council met in closed session from 3:40 p.m. to 3:55 p.m. for the purpose of discussing property acquisition. Those in attendance were:

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

**Robert Jasper, Manager**  
**Anita Lewis, Assistant Manager**  
**Dave Thomas, Deputy Attorney**

**Council Member Ure made a motion to dismiss from closed session to discuss property acquisition and to reconvene in work session. The motion was seconded by Council Member Armstrong and passed unanimously, 5 to 0.**

- **Interview applicant for vacancy on the Summit County Recreation Arts and Parks Advisory Committee (RAP Tax Recreation)**

The Council Members interviewed Amy Yost for a position on the RAP Recreation Committee.

- **Discussion regarding a possible resolution to phase out the use of single-use plastic grocery shopping bags; Jaren Scott, Solid Waste Superintendent**

Solid Waste Superintendent Jaren Scott stated that he wanted to make the Council aware of a resolution passed by Park City encouraging the use of reusable bags at the grocery store. He explained that the Park City Council reviewed a number of options and the impacts of reusable bags versus plastic or paper bags. He explained that they also discussed how this might affect the high visitor population. The final resolution was to team up with Recycle Utah and have them lead an education campaign to teach people about reusable bags. He stated that, in Utah, about 5% of the people use reusable bags when they grocery shop, and in Park City the average is between 7% and 10%. He reported that Park City has committed \$6,000 to design a bag with a local logo which will go toward the education outreach in the schools. In April of 2015, they will reassess that program after gathering data about whether it has reduced the number of disposable bags and how many reusable bags have been distributed.

Chair McMullin asked who could provide a report in the County if they want one. Mr. Scott replied that it would probably be him or Sustainability Coordinator Lisa Yoder. He explained that reusable bags actually reduce the amount of waste going into the landfill. He also noted that disposable bags are the lightest thing in the trash, so they blow away and create litter and a public nuisance, and anything they can do to reduce that would be helpful. He noted that this resolution would not apply to produce and meat bags which are used to separate grocery items for hygiene purposes. Chair McMullin asked if any jurisdictions in Utah have a mandatory requirement for reusable bags. Mr. Scott replied that there are none in Utah, but there are some in Colorado and California, and some places charge a fee for disposable bags. In Park City, some stores give a 5-cent rebate when someone uses a reusable bag.

Emily Stein with Recycle Utah explained that there are no mandatory ordinances in Utah regarding reusable bags. She noted that this resolution is totally voluntary to encourage the use of reusable bags. She stated that Park City has been generous in giving Recycle Utah funds to come out with a Park City reusable grocery bag, and an artist is already working on the design. They are also teaming up with Park City lodging, the Chamber of Commerce, and Park City Transit to get the bags out as an advertising campaign, and they will also work with grocers. Ms. Stein stated that Recycle Utah hopes Summit County will pass a similar resolution so they can order the bags and start to distribute them.

Council Member Robinson stated that he would like to have Deputy County Attorney Dave Thomas and Ms. Yoder work on the ordinance and have it on the next meeting agenda for approval. The other Council Members concurred.

- **Discussion of possible repeal of 2011 HB 103; Kim Carson**

Council Member Carson explained that HB 103 changed the election times for offices within the County. They were previously all on staggered terms, and this bill would put them all on the presidential election cycle.

County Clerk Kent Jones clarified that some county officers went to UAC and expressed concern about all elected officials turning over in one election cycle. He explained that Brent Gardner with UAC got the bill passed without input from any of the affiliate groups. The bill provides

that in 2014, all County officers will be on the ballot, but some will be elected for one-time six-year terms, and after that, they will go to staggered four-year terms. He explained that the clerks have brought up that the presidential election is a lengthy ballot, and voting procedures are based on the size of the ballot. By putting four elected County officials on the presidential year ballot, they would need more equipment, which would result in additional costs. Also, the absentee and mail ballots would go to a 2-page ballot, which would double the paper costs, the cost of manually counting those ballots, and require additional postage resulting in a hefty fiscal note for the presidential election year. If only three or four offices are up for election on the off cycle, the turnout will likely be lower for that cycle, as turnout is driven by what is on the ballot. He verified that the clerks are opposed to this bill because they believe it will cost more money for the presidential-year elections and result in low voter turnout in the off years. Also, if there is a bond election or tax increase on the ballot for an off-year election, a low turnout will result in the people who are opposed to that issue turning out to vote. He stated that, historically, voter turnout is significantly lower if there is less on the ballot. He explained that the repeal of this bill was discussed in interim committee, and the committee voted to bring it back, because they could not see merit in the staggered terms. He explained a repeal of the bill would have to occur at the beginning of the session, because candidates must file two weeks after the session starts.

The Council Members agreed that they should take the position of encouraging the repeal of this bill.

- **Discussion regarding possibly amending Title 1, Chapter 14, of the Summit County Code regarding the Optional Plan of Government consistent with County Council discussions where no vote is necessary (Code Amendments); Dave Thomas, Chief Civil Attorney**

Mr. Thomas recalled that the Council previously discussed amendments to the Optional Form of Government, including those that could only be done through an election, which has already been done through the election process. These are amendments the Council can make without going through the election process. One amendment would clarify the Council's appointment of Planning Commissioners and various boards. He recalled that they also discussed changing the experience and education qualifications for the County Manager to allow some flexibility in selecting a manager. They also wanted to streamline the selection process by removing the three-member appointment committee and going straight to a five-member manager selection committee that can recommend whatever number of names they want to recommend.

Council Member Ure suggested that the language read that the selection committee will recommend at least two candidates.

Mr. Jasper stated that being a County Manager is a profession, like accounting or the legal profession, and he trained for this type of work. He believed candidates should not only have education but also experience in managing local government. He expressed concern that this wording would leave the field open to anyone who has ever had anything to do with government and leave the door open to patronage. He believed it is contrary to what the voters were trying to do when they set up a professional manager/council form of government. He maintained that County government is unique and that it was the intent of the voters at the time to bring in a professional manager, and he believed these amendments would degrade that.

Council Member Robinson suggested some amendments to the language to make it clear that they want to set out general guidelines but also want some latitude. He believed the County Council would want to choose the best person, and he did not envision that there would be a lot of manipulation.

Chair McMullin stated that she is not persuaded that they do not need someone who has five years of experience in municipal or county government. She believed the electorate changed the form of government to have a professional manager of a county organization, and she did not believe someone could move from the private sector and be qualified to do that job.

Council Member Robinson referred to the section regarding vacancies on boards and requested that it include planning commissions, not exclusive of planning commissions.

Council Member Ure stated that he likes the way the amendments are written. He believed whoever is elected will be able to choose a manager without it being a railroad job because of how diverse the County is. He would like to give the Council latitude to decide who the manager will be.

Council Member Armstrong stated that he believes the amendments state the criteria the Council is looking for, but if a remarkable candidate comes along who may not meet those criteria, they will have the leeway to be able to hire that person. He did not want to be in a position of not being able to hire such a candidate because the guidelines say they cannot do so.

Chair McMullin explained that she is objecting to removal of the language that states the candidate must have five years' experience working as an administrator in city or county government. She explained that she is fine with the language reserving the right to select any combination of experience, education, and career history.

Mr. Thomas referred to changes in the language regarding the County Budget Officer and recalled that they discussed making that consistent with State law.

### **CONVENE AS THE BOARD OF EQUALIZATION**

**Council Member Robinson made a motion to dismiss as the Summit County Council and to convene as the Summit County Board of Equalization. The motion was seconded by Council Member Ure and passed unanimously, 5 to 0.**

The meeting of the Summit County Board of Equalization was called to order at 4:55 p.m.

### **CONSIDERATION OF APPROVAL OF 2012 STIPULATIONS**

Board Member Armstrong commented that they see the market coming back, but they are still seeing some substantial reductions. He asked about the basis for those reductions.

Board Member Carson explained that these valuations are for January 2012. She noted that the last two are for substantial amounts and asked what they are. She requested that information be brought to a future meeting.

Board Member Armstrong commented that some of the reductions are 40-45%, which means that either the Assessor's Office is far off the mark in making the evaluations or the hearing officers are being too lenient in adjusting the valuations. Mr. Jasper offered to have a work session with the Assessor's Office to allow them to explain the process.

**Board Member Robinson made a motion to approve the stipulations as presented. The motion was seconded by Board Member Carson and passed by a vote of 4 to 1, with Board Members Carson, McMullin, Robinson, and Ure voting in favor of the motion and Board Member Armstrong voting against the motion.**

**DISMISS AS THE BOARD OF EQUALIZATION AND RECONVENE AS THE SUMMIT COUNTY COUNCIL**

**Board Member Robinson made a motion to dismiss as the Summit County Board of Equalization and to reconvene as the Summit County Council. The motion was seconded by Board Member Armstrong and passed unanimously, 5 to 0.**

The meeting of the Summit County Board of Equalization adjourned at 5:05 p.m.

**REGULAR MEETING**

Chair McMullin called the regular meeting to order at 5:05 p.m.

- **Pledge of Allegiance**

**ADVICE AND CONSENT OF COUNTY MANAGER TO APPOINT MEMBERS TO THE SUMMIT COUNTY FINANCE COMMITTEE**

Mr. Jasper explained that the Finance Committee already exists and consists of two Council Members, the Auditor, the Treasurer, and the Manager. The purpose of this item would be to add two members of the community to the committee.

**Council Member Armstrong made a motion to consent to the Manager's recommendation to appoint David Anderson and Mike Washington to the Summit County Finance Committee. The motion was seconded by Council Member Ure and passed unanimously, 5 to 0.**

**APPOINT MEMBERS TO THE SUMMIT COUNTY RECREATION ARTS AND PARKS ADVISORY COMMITTEE (RAP TAX RECREATION)**

**Council Member Ure made a motion to reappoint Kathy Apostolakos and Wendy Cryan and to appoint Meg Steele and Amy Yost to the Summit County Recreation Arts and Parks Recreation Advisory Committee with Kathy and Amy's terms to expire May 31, 2017, and Wendy and Meg's terms to expire May 31, 2015. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.**

**APPOINT MEMBER TO THE SUMMIT COUNTY RECREATION ARTS AND PARKS  
ADVISORY COMMITTEE (RAP TAX CULTURAL)**

**Council Member Robinson made a motion to appoint Loralie Pearce to the Summit County Recreation Arts and Parks Cultural Advisory Committee, with her term to expire June 30, 2016. The motion was seconded by Council Member Ure and passed unanimously, 5 to 0.**

**MANAGER COMMENTS**

Mr. Jasper discussed issues related to acquiring CNG vehicles and having sufficient commitment for filling stations to install CNG pumps. He reported that the County has purchased its first CNG vehicle and is looking at a few more. He recalled that Paul Hydock met with the Council previously about converting vehicles and getting a new CNG filling station, but he has chosen to not work with Mr. Hydock. However, there is a need for additional CNG filling stations, and they will let the market dictate the installation of those stations.

**COMMISSION COMMENTS**

The Council Members discussed their plans for participation in the County Fair.

Council Member Carson reported that the dog committee met and had a good discussion on ordinances and dog parks. At the next meeting they will do some more evaluation, and she will bring general ideas to the Council for their input.

Council Member Robinson asked if the County finalized an agreement with Wasatch Summit. Mr. Thomas replied that he has not received anything since the County sent in its corrections.

Council Member Armstrong reported that a dinner was held on Tuesday with Wasatch County, Park City, Heber City, and Summit County, which has never happened before. He stated that the planners from each organization gave brief presentations showing the kind of growth lurking on the horizon, which was very eye opening. He noted that growth in Wasatch County over the last five or six years has been substantial, and they have a lot of entitlements. He believed in the near future they could overwhelm Summit County and Park City in terms of size, and he believed this would be a good time to coordinate with them. The Council Members discussed the amount of growth and large developments approved in Wasatch County and potential impacts on Summit County and Park City. Council Member Armstrong also reported on the JTAB meeting and stated that the Salt Lake-Park City bus service numbers are still going up, and it is progressing well. He reported that Park City is building some housing for bus riders at their transportation facility. They also discussed the types of vehicles they want to adopt in the future to more effectively accommodate people moving from Salt Lake City and the airport to Park City on mass transit. He commented that Park City did a fantastic job of managing traffic within the City during the arts festival, but people got stuck in traffic outside of Park City. He believed traffic is a topic the Council should discuss on a regular basis and aggressively address what needs to be put in place to address traffic and mass transit. The Council Members discussed how to make transit more effective in Summit County.

Council Member Robinson reported that there is a meeting with UDOT next week in the Wasatch County Council Chambers. He will be out of town, but he believed Summit County should send a representative to that meeting.

Council Member Ure commented that deputies go out on six or seven false alarms a day, and he encouraged the Council to adopt a resolution to charge fees for false alarms. He asked if the contract has been signed for western Summit County water. Mr. Thomas explained that everything has been signed, and they are waiting to close. Summit County has provided all the documents it is able to provide, and he assumes the same has happened with the other parties, and it should close within the next three weeks.

**CONVENE AS THE GOVERNING BOARD OF THE SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**

**Council Member Ure made a motion to dismiss as the Summit County Council and to convene as the Governing Board of the Snyderville Basin Special Recreation District. The motion was seconded by Council Member Robinson and passed unanimously, 5 to 0.**

The meeting of the Governing Board of the Snyderville Basin Special Recreation District was called to order at 5:45 p.m.

**DISCUSSION AND POSSIBLE APPROVAL OF WATER TRANSFER AND BANKING AGREEMENT**

Will Pratt with the Recreation District asked how the credits had been monetized. Board Member Robinson explained that is a function of Mountain Regional Water Special Service District, and they could answer that question. Mr. Thomas explained that, when the Recreation District purchased Toll Canyon, it included water rights and source capacity through some Mountain Regional wells in Toll Canyon. The Recreation District does not need the water in the Canyon and would like to use it in other places, such as the field house expansion. In order to do that, they need to monetize it and have Mountain Regional give credits for that water source to the Recreation District. However, the water rights will not be perfected until after the State Engineer transfers them. He explained that this agreement addresses those issues.

**Board Member Robinson made a motion to approve the Water Transfer and Banking Agreement as proposed. The motion was seconded by Board Member Carson and passed unanimously, 5 to 0.**

**DISMISS AS THE GOVERNING BOARD OF THE SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT AND RECONVENE AS THE SUMMIT COUNTY COUNCIL**

**Board Member Robinson made a motion to dismiss as the Governing Board of the Snyderville Basin Special Recreation District and to reconvene as the Summit County Council. The motion was seconded by Board Member Carson and passed unanimously, 5 to 0.**

The meeting of the Governing Board of the Snyderville Basin Special Recreation District adjourned at 5:50 p.m.

## **PUBLIC INPUT**

Chair McMullin opened the public input.

Chair McMullin acknowledged the attendance of Boy Scout Troop 1680 from Jeremy Ranch. The Scouts introduced themselves and commented on County government and Boy Scouts.

Chair McMullin closed the public input.

**PUBLIC HEARING OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, ACTING AS THE GOVERNING BODY OF THE ECHO SEWER SPECIAL SERVICE DISTRICT TO RECEIVE INPUT FROM THE PUBLIC WITH RESPECT TO THE ISSUANCE OF SEWER REVENUE BONDS, (THE “BONDS”) AND THE ECONOMIC IMPACT THAT THE ISSUANCE OF THE BONDS WILL HAVE ON THE PRIVATE SECTOR. THE BONDS TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$469,000, ISSUED FOR THE PURPOSES OF (I) ACQUIRING THE SEWER SYSTEM OF THE ECHO SEWER COMPANY; AND CONSTRUCTING IMPROVEMENTS THERETO, INCLUDING A NEW TREATMENT POND, AND RELATED MATTERS, AND (II) PAYING THE COSTS OF ISSUANCE OF THE BONDS. CONSIDERATION OF THE ADOPTION OF RESOLUTION NO. 2013-08 OF THE COUNTY COUNCIL OF SUMMIT COUNTY, UTAH, ACTING AS THE GOVERNING BODY OF THE ECHO SEWER SPECIAL SERVICE DISTRICT AUTHORIZING THE ISSUANCE OF TAXABLE SEWER REVENUE BONDS, SERIES 2013, IN THE MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF \$218,000 TO ACQUIRE THE SEWER SYSTEM OF THE ECHO SEWER COMPANY AND TO CONSTRUCT SEWER SYSTEM IMPROVEMENTS; AND RELATED MATTERS**

Eric Johnson with the law firm of Blaisdell and Church explained that the newly formed Echo Special Sewer District is proposing to issue a bond to acquire a sewer system from the Echo Sewer Company that is in need of repairs. He explained that the total financing is \$489,000, of which \$218,000 would be a loan bearing no interest. He reported that a new drainfield location has been determined that is agreeable to the parties involved.

Ms. Jasper commented that he looked at the new site, and it is clear that the County owns it. He discussed the growth that is likely to occur in Eastern Summit County and that the Eastern Summit County sewer board will likely address a number of similar issues. Council Member Ure suggested that the County partner with Coalville City on sewer issues.

Chair McMullin opened the public hearing.

There was no public comment.

Chair McMullin closed the public hearing.

**Council Member Robinson made a motion that the Summit County Council, acting as the Governing Body of the Echo Sewer Special Service District, adopt Resolution 2013-08 authorizing the issuance of taxable sewer revenue bonds, Series 2013, in the maximum repayable principal amount of \$218,000 to acquire the sewer system of the Echo Sewer Company, and to construct sewer system improvements, and related matters. The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.**

**PUBLIC HEARING AND POSSIBLE ACTION FOR THE HISTORIC CLUFF WARD CHAPEL LOCATED AT 496 EAST CHALK CREEK ROAD, REGARDING A SPECIAL EXCEPTION TO THE EASTERN SUMMIT COUNTY DEVELOPMENT CODE REGARDING SETBACKS IN THE HIGHWAY CORRIDOR ZONE; SEAN LEWIS, COUNTY PLANNER**

County Planner Sean Lewis presented the staff report and explained that the applicants are requesting a special exception to the setback for this property. There is currently 24 feet from the edge of right-of-way to the front of the chapel and about 15 feet between the two buildings. The Code requires a minimum setback of 12 feet between a structure and the property line. He explained that granting a special exception will allow Staff to make a lot line adjustment and move the property line between the two buildings. The applicants would also like to restore the historic front porch on the chapel. He explained that both the chapel and the home were built prior to zoning in Summit County. He stated that Staff is in favor of the special exception.

Grant McFarland stated that he supports the application and is a member of the Board of Directors of the Cluff Ward Project, Inc. He explained that the chapel was built in 1909, and their objective is to restore and renovate this historic chapel and use it for public events and display of artifacts. He stated that Cluff Ward Project, Inc., hopes to obtain 501(c)3 status, take title to the property, and continue to raise funds for the restoration and maintenance of the historic chapel. He stated that there is community interest in seeing this project move forward, and the Moore family has agreed to donate the property. He explained that it is necessary to shift the lot line to the east in order to include the chapel building, which would not be possible since neither parcel would conform to the side yard setbacks, and that is the reason for the special exception request. He explained that a 6 x 12-foot foyer on the front of the building was removed a number of years ago, but the ordinance requires it to be replaced within one year. They would like to replace that foyer, which would also require a special exception. He explained that they would also like to construct an accessory rest room facility to the east of the chapel and place it at the same setback as the chapel. They are requesting a variance to the front setback of the chapel to 17.30 feet and 23.30 feet for the restroom. The side setback for both the Moores and the chapel would be 7.91 feet.

Council Member Carson verified with Planner Lewis that the public notice regarding setbacks in the Highway Corridor Zone was sufficient to include both the front and side yard setback variance requests.

Council Member Robinson verified with Mr. McFarland that the driveway on the east side of the property benefits the property to the south and that the access would continue to exist. He asked what the Cluff Ward building is used for currently. Mr. McFarland replied that it is unoccupied and has been largely used for storage through the years.

Chair McMullin opened the public hearing.

Ramona Pace, a member of the Board of Directors of the Cluff Ward Project, Inc., stated that her daughter was married in the Rockport Church, and it was nice to be in an old church. When she found out about this little church, she wanted to restore it. She commented that there are many little churches in the area that are a great heritage, and she would like to see them all restored. She believed this may be one of the last single-room churches remaining in the western United States that has not been restored. She would like to see weddings, boutiques, scout meetings, and general public use in this building. She asked the Council to approve this request so they can move forward. She stated that people in the community have agreed to make donations of both money and labor, and there is quite a bit of local interest in getting it restored.

Harlan Clark stated that he was raised in this area and explained that a historian and professor at BYU has checked this building out. He has done research and found that the LDS Church settled 700 communities in the Intermountain West over time, and this is the only building standing that is a one-room church. That is one of reason they want to restore this chapel. He explained that they are working with the Department of Interior to get this on the historic register.

Ranae Crittenden, a Coalville resident, stated that she grew up and in this area and went to church in this chapel. In 1982 it was closed, and people had to go to church in Coalville. She stated that it was devastating to have to leave that little chapel. She stated that they have cleaned out the building and found many treasures, including old books and pictures. She stated that her great-grandfather, Samuel Clark, was the first bishop in the building, and she would like to see it restored.

Owen Staley stated that he was a counselor in this building and was thrilled to be part of renewing it. He stated that he still has pictures of the inside and outside of the building when it was used as a church. He commented that this has brought back a lot of memories, and he appreciated the opportunity to be a part of it.

Chair McMullin closed the public hearing.

Council Member Armstrong asked if the special exception would apply just to this property and if it would apply if the applicants decide to sell the property. Planner Lewis explained that the special exception would run with the land as long as the use remains as it is. If the use were to change, a new application would be required. Mr. Thomas clarified that the building will be grandfathered where it is. If it were torn down and rebuilt in the same location, it would still be grandfathered, but if it were not rebuilt, it would be subject to the current zoning at the time. Council Member Armstrong verified with Mr. Thomas that, if they built a house on the site rather than a chapel, it would be considered a new use and subject to current zoning.

Council Member Robinson discussed with Staff how to incorporate the setbacks and allow for construction of the accessory building. He stated that he would like to specifically call out what the special exception is for, which is allow a western side yard of 7.91 feet, a front yard setback of 17.3 feet, and the accessory building to be built in the east side yard.

**Council Member Robinson made a motion to grant a special exception for the Cluff Ward Chapel, based on the following findings of fact and conclusions of law shown in the staff report as may be further modified by the County Attorney's Office to reflect the Council's discussion and to specifically grant exceptions to the westerly side yard and northerly front yard as provided for in the packet and Exhibit C in the packet:**

**Findings of Fact:**

- 1. The applicant is representing Doug Moore, who is the owner of record of both Assessor Parcel NS-393 and Assessor Parcel NS-400.**
- 2. Parcel NS-393 is 14.53 acres in size and is considered a legal lot of record.**
- 3. Parcel NS-400 is 0.20 acres in size and is considered a legal lot of record.**
- 4. Neither parcel NS-393 nor Parcel NS-400 is located within a platted subdivision.**
- 5. Summit County records indicate that a 2,884-square-foot Single-Family Residence was constructed on Parcel NS-393 in 1958.**
- 6. According to the Summit County Historian, the Cluff Ward chapel was built in 1909.**
- 7. Summit County adopted and implemented zoning on August 1, 1977.**
- 8. The 1977 Summit County Zoning Ordinance designated the zoning for the subject property as RR-2.**
- 9. The parcels have not been modified since 1977.**
- 10. On November 19, 2003, Summit County adopted Ordinance 470 amending the zoning regulations in the Highway Corridor Zone.**
- 11. The subject property is currently zoned Highway Corridor.**
- 12. A survey submitted by the applicant shows the distance between the existing house and the existing chapel as 15.82 feet.**
- 13. Section 11-3-5.D of the Code states: "The minimum side and rear setbacks for all structures shall be twelve feet (12')."**
- 14. Section 11-4-15 of the Code allows the County Council to grant a Special Exception to the Code if "an applicant has a unique circumstance or equitable claim which makes strict enforcement of the provisions of [the Code] unduly burdensome."**

**Conclusions of Law:**

- 1. The proposed reduced side setback is not detrimental to the public health, safety, and welfare.**
- 2. The intent of the Development Code will be met by providing space between the existing buildings and the proposed revised property line.**
- 3. The applicant does not reasonably qualify for another equitable process.**
- 4. The unique circumstances warranting a Special Exception is due to the legal construction of both structures prior to the establishment of Summit County zoning administration.**

**The motion was seconded by Council Member Carson and passed unanimously, 5 to 0.**

The Council Members discussed an ordinance to allow electronic participation by Council Members in a County Council meeting. Council Member Carson requested that Council Member Armstrong be allowed to monitor the next meeting via Skype without participating in the meeting.

The County Council meeting adjourned at 6:50 p.m.

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*Council Chair*, Claudia McMullin

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*County Clerk*, Kent Jones